



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

COMMON COUNCIL MEETING AGENDA

DECEMBER 19, 2017

7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski – 1st District
Greg Loreck – 2nd District
Richard Duchniak – 3rd District
Michael Toman – 4th District
Kenneth Gehl – 5th District
Chris Guzikowski – 6th District

The City's Vision

Oak Creek: A dynamic regional leader, connected to our community, driving the future of the south shore.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 11/21/17, 12/5/17

Informational

4. **Informational:** Josh Rich will provide the Council with information regarding “Helen’s Wish”.

Recognition

5. **Council Proclamation:** Consider Council Proclamation No. 17-12 to Daniel Jahn for dedicated service to the City of Oak Creek as a member of the Parks, Recreation & Forestry Commission (by Committee of the Whole).
6. **Council Proclamation:** Consider Council Proclamation No. 17-13 to Marianne Dickmann for dedicated service to the City of Oak Creek as a member of the Parks, Recreation & Forestry Commission (by Committee of the Whole).
7. **Council Proclamation:** Consider Council Proclamation No. 17-14 to Walter Dickmann for dedicated service to the City of Oak Creek as a member of the Plan Commission (by Committee of the Whole).
8. **Council Proclamation:** Consider Council Proclamation No. 17-15, Congratulations to Samuel J. Konieczny, for receiving the Eagle Scout Award (by Committee of the Whole).

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

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

9. **IDRB:** Public Hearing regarding proposed Industrial Development Revenue Bond financing for Marquette13 LLC and Tower13 LLC project (1st District).
10. **Resolution:** Consider Resolution No. 11893-121917, a Final Resolution regarding Industrial Development Revenue Bond Financing for Marquette13 LLC and Tower13 LLC Project (1st District).
11. **Resolution:** Consider Resolution No. 11899-121917, a Resolution Authorizing Amendments to \$2,200,000 City of Oak Creek, Wisconsin Industrial Development Revenue Bonds, Series 2014 (Howell Avenue Oak Creek LLC Project) issued on February 27, 2014 (5th District).
12. **Rezone:** Consider a request by John Thomsen, Somerstone, LLC, to rezone the properties at 7705, 7751, and 7831 S. 13th St. from Rs-3, Single Family Residential to B-4, Highway Business (1st District).
13. **Ordinance:** Consider Ordinance No. 2888, an Ordinance to rezone the properties at 7705, 7751, and 7831 S. 13th St. from Rs-3, Single Family Residential to B-4, Highway Business (1st District).
14. **Resolution:** Consider Resolution No. 11898-121917, approving a Certified Survey Map for John Thomsen, Somerstone, LLC for the properties at 7705, 7725, 7751, 7831, and 7869 S. 13th St. (1st District).
15. **Code Amend:** Consider a proposed amendment to Section 17.1402 to include the definition of a Beauty Shop (by Committee of the Whole).
16. **Ordinance:** Consider Ordinance No. 2892, amending Section 17.1402 of the Municipal Code to include the definition of a Beauty Shop (by Committee of the Whole).
17. **Code Amend:** Consider a proposed amendment to Section 17.03170(g)(1) to reduce the front yard setback for a building from thirty feet to twenty-five feet in the Lm-1, Limited Manufacturing District (by Committee of the Whole).
18. **Ordinance:** Consider Ordinance No. 2893, to repeal and recreate Section 17.03170(g)(1) of the Municipal Code to reduce the minimum setback from 30 feet to 25 feet from the right-of-way of all public streets in the Lm-1, Limited Manufacturing District (by Committee of the Whole).

New Business

19. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending October 31, 2017.
20. **Resolution:** Consider Resolution No. 11880-121917, approving a Welfare Plan Services Agreement by and between the City of Oak Creek and Benefit Administrative Systems, LLC for Third Party Administration of the City's Self-Funded Health Insurance Plan (by Committee of the Whole).

21. **Resolution:** Consider Resolution No. 11895-121917, a Resolution Approving a Second Amendment to City of Oak Creek Marketing Magazine Services Contract (by Committee of the Whole).
22. **Resolution:** Consider Resolution No. 11896-121917, a Resolution Authorizing a Second Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2015-2016 Private Property Maintenance Projects (by Committee of the Whole).
23. **Ordinance:** Consider Ordinance No. 2885, an Ordinance Confirming Adoption of the Successor Labor Agreement by and between the City of Oak Creek and the Oak Creek Professional Police Officer's Association and Fixing the Salary for Members of the Association from January 1, 2018 through December 31, 2020 (by Committee of the Whole).
24. **Motion:** Consider a motion to concur with the Mayor's appointment as follows:
Parks, Recreation & Forestry Commission – to fill a vacancy for a 4 year term, expiring 4/2018
 - Leah Schreiber Johnson, 9024 S. York Ct.
25. **Resolution:** Consider Resolution No. 11894-121917, authorizing payment of bills, debts and obligations (by Committee of the Whole).
26. **Motion:** Consider a motion to approve the Vendor Summary Report in the amount of \$2,165,419.70 (by Committee of the Whole).

PUBLIC WORKS

27. **Motion:** Consider a motion to approve the purchase of a 2017 Schwarze A9 Sweeper on a Kenworth K370 Chassis from R Now Inc., in the amount of \$245,029.50 (by Committee of the Whole).

WATER & SEWER UTILITY

28. **Resolution:** Consider Resolution No. 11892-121917, a Resolution granting to WE Energies a 6'-wide Permanent Easement for a natural gas service feeding a stand-by generator owned by Verizon Wireless, adjacent to the Sycamore Water Tower on the Utility property (2611 W. Sycamore Ave., Tax Key No. 715-0169-000) (2nd District).

COMMUNITY DEVELOPMENT

29. **Resolution:** Consider Resolution No. 11900-121917, approving a Certified Survey Map for Bradley Schmidt for the property at 810 E. Oakwood Rd. (5th District).

LICENSE COMMITTEE

The License Committee did not meet prior to the Council meeting. Tentative recommendations are as follows:

30. **Motion:** Consider a motion to grant an Operator's license to the following (*favorable background report received*):
 - Joseph T. Smith, 607 Blake Ave., South Milwaukee (Ryan Road Mobil)
 - Gloria J. Granville-Cleveland, 8430 20th Ave., Kenosha (Meijer)
 - Ashley N. Fellows, 5411 Nicholson Rd., Franksville (Meijer)

31. **Motion:** Consider a *motion* to grant a Temporary Class B Beer license to Roland Komorowski, Agent, St. Matthew Parish School, 9303 & 9329 S. Chicago Rd., for a Chili Cook-off to be held on February 3, 2018.
32. **Motion:** Consider a *motion* to grant a Temporary Class B Beer license to Roland Komorowski, Agent, St. Matthew Parish School, 9303 & 9329 S. Chicago Rd., for a Holy Name Society Card Party to be held on February 9, 2018.
33. **Motion:** Consider a *motion* to grant a 2018 Dog Kennel license to the following, with issuance subject to final departmental approvals:
 - Bradley Osgood, Brentwood Animal Hospital, 318 W. Ryan Rd.
34. **Motion:** Consider a *motion* to grant a 2017 Mobile Home Park license to the following, with issuance subject to final departmental approvals:
 - Fifth Avenue Development Group, LLC, dba Sunrise Shores, 8481 S. Fifth Ave.
 - TCSC, LLC, dba Hy-View Mobile Home Court, 2331 W. College Ave.
 - Joseph & Ellen Dentice, dba Oak Creek Estates, 2137-2301 W. College Ave.
35. **Motion:** Consider a *motion* to grant a 2018 Secondhand Article Dealer / Secondhand Jewelry Dealer license to Richard Radtke, Agent, Oak Creek Currency & Coin, 616 E. Ryan Road, with issuance subject to final departmental approvals.
36. **Motion:** Consider a *motion* to grant a 2018 Secondhand Article Dealer license to Troy W. Crawford, Agent, GameStop #6246, 8171 S. Howell Ave., #300, with issuance subject to final departmental approvals.
37. **Motion:** Consider a *motion* to grant a Change of Agent to Kwik Trip, dba Kwik Trip #976, 6300 S. 27th St., from James J. Baade to Dawn M. Kost, 2607 W. Ramsey Ave., Milwaukee (*favorable background report received*).
38. **Motion:** Consider a *motion* to grant a 2017-18 Class A Beer / Class A Liquor (Cider Only) license to Harminder Basre, Agent, Ryan Road Mobil LLC, dba Ryan Road Mobil, 9444 S. Chicago Rd., with issuance subject to receipt of Occupancy Permit.

MISCELLANEOUS

39. **Motion:** Consider a *motion* to convene into Closed Session pursuant to Wisconsin State Statutes to discuss the following:
 - a. Section 19.85(1)(g) to confer with legal counsel concerning strategy to be adopted with respect to litigation in which the City is likely to become involved with respect to the City's sex offender residency restrictions.
 - b. Section 19.85(1)(e) to discuss a proposed Term Sheet between the City of Oak Creek and I-Drexel, LLC, ICAP Development, LLC for the properties at 410 and 500 W. Drexel Ave.
40. **Motion:** Consider a *motion* to reconvene into Open Session.
41. **Motion:** Consider a *motion* to take action, if required.

Adjournment.

Public Notice

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

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

Helen Christnovich

Slide A

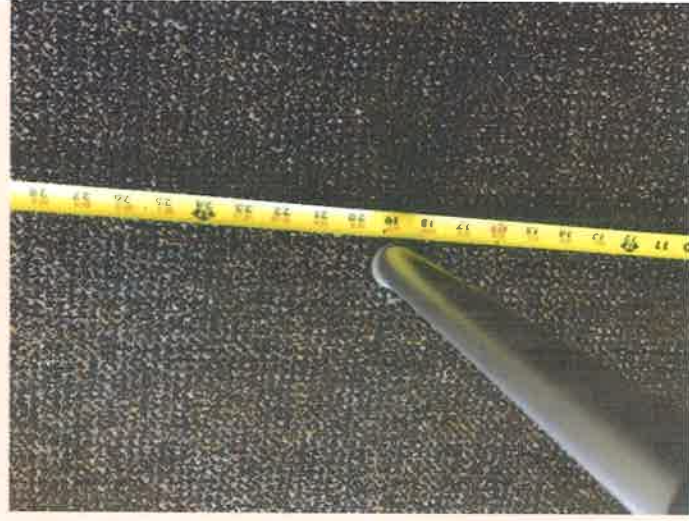


4

Helen's Wish



Medical Supplies



New Home Being Built

Garage Steps Layout

Slide D



Helen's Wish

Slide E



COUNCIL PROCLAMATION NO. 17-12

TO

DANIEL JAHN

**FOR DEDICATED SERVICE TO THE CITY OF OAK CREEK
AS A MEMBER OF THE
PARKS, RECREATION & FORESTRY COMMISSION**

WHEREAS, Daniel Jahn was appointed to the Parks, Recreation & Forestry Commission on May 6, 2003, and has served for over fourteen years; and

WHEREAS, Daniel Jahn has resigned from the Parks, Recreation & Forestry Commission effective November 15, 2017; and

WHEREAS, during his tenure on the Parks, Recreation & Forestry Commission, Daniel Jahn contributed to the review and adoption fo the Abendschein park Master Plan and the Park and Open Space Plan; and

WHEREAS, Parks, Recreation & Forestry has served the City in a thorough, conscientious and professional manner.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek do hereby show their appreciation and gratitude to Daniel Jahn for his dedicated service to the City of Oak Creek as a member of the Parks, Recreation & Forestry Commission.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and that the City Clerk be and she is hereby directed to transmit a suitable copy thereof to Daniel Jahn.

Introduced and adopted this 19th day of December, 2017.

President, Common Council

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes ____ Noes ____

COUNCIL PROCLAMATION NO. 17-13

TO MARIANNE DICKMANN
FOR DEDICATED SERVICE TO THE CITY OF OAK CREEK
AS A MEMBER OF THE
PARKS, RECREATION & FORESTRY COMMISSION

WHEREAS, Marianne Dickmann was appointed as a member of the Parks, Recreation & Forestry Commission in February, 1990, and served in that capacity for over twenty-seven years; and

WHEREAS, Marianne Dickmann tenure gave her valuable insight into the issues faced by the City and the Parks, Recreation & Forestry Commission; and

WHEREAS, Marianne Dickmann has served the City in a thorough, conscientious and professional manner; and

WHEREAS, the City of Oak Creek has benefited from her contributions over the years including the formulation, adoption and implementation of important documents such as the Abendschein Community Park Master Plan, and the City of Oak Creek Park and Open Space Plan.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek do hereby show their appreciation and gratitude to Marianne Dickmann for her dedicated service to the City of Oak Creek as a member of the Parks, Recreation & Forestry Commission.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and that the City Clerk be and she is hereby directed to transmit a suitable copy thereof to Marianne Dickmann.

Introduced and adopted at a regular meeting of the Common Council of the City of Oak Creek, held this 19th day of December, 2017.

President, Common Council

Approved this 19th day of December, 2017.

Mayor

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

COUNCIL PROCLAMATION NO. 17-14

TO WALTER DICKMANN

**FOR DEDICATED SERVICE TO THE CITY OF OAK CREEK
AS A MEMBER OF THE PLAN COMMISSION**

WHEREAS, Walter Dickmann was appointed to the Plan Commission in May, 1988; and

WHEREAS, the growth of the community since that time has presented many challenges and opportunities to the City and its residents; and

WHEREAS, as a member of the Plan Commission, Walter Dickmann has always shown excellent judgment in balancing the concerns of neighborhood residents and the overall benefit to the community; and

WHEREAS, during his tenure on the Plan Commission, Walter Dickmann was involved in the adoption of the City's Comprehensive Plan in 2002, the establishment of TIF Districts, and various updates to the City's Zoning Code; and

WHEREAS, Walter Dickmann has served the City in a thorough, conscientious and professional manner; and

WHEREAS, Walter Dickmann has regrettably chosen to step down from the Plan Commission after over twenty-nine years of dedicated service.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek do hereby show their appreciation and gratitude to Walter Dickmann for his guidance and dedicated service to the City of Oak Creek as a member of the Plan Commission.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and that the City Clerk be and she is hereby directed to transmit a suitable copy thereof to Walter Dickmann.

Introduced and adopted this 19th day of December, 2017.

Common Council President

Mayor

ATTEST:

City Clerk

COUNCIL PROCLAMATION NO. 17-15
CONGRATULATIONS TO
SAMUEL J. KONIECZNY
FOR RECEIVING THE EAGLE SCOUT AWARD

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than four percent of all Scouts actually achieve this goal; and

WHEREAS, at a Court of Honor to be held at the Oak Creek Public Library on January 5, 2018, at 6:00 p.m., an Eagle Award will be conferred upon Samuel J. Konieczny; and

WHEREAS, as his Eagle project, Sam chose a project at the City's new library, designing and building a 6' x 8' jumbo illumination peg board. In addition, Sam also purchased and installed a 56" interactive touch screen tablet and constructed two custom checker and chess tables, all to be housed in the children's section at the Oak Creek Public Library; and

WHEREAS, Sam, along with volunteers led by him, raised over \$7,000 in necessary finances needed to fund his project by hosting various fundraisers which included silent auctions, car washes, and public presentations; and

WHEREAS, Sam coordinated the efforts of many volunteers to assist with the construction and installation of the illumination peg board, the interactive touch screen tablet and the checker and chess tables, putting in a total of over 800 man hours of work; and

WHEREAS, thanks to Sam, hundreds, if not thousands, of children in the Oak Creek area can utilize these unique items at the Oak Creek Public Library, providing endless hours of entertainment, creativity and learning possibilities.

WHEREAS, the Oak Creek Common Council wishes to recognize this noteworthy achievement of Samuel J. Konieczny.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby extend their congratulations to Eagle Scout Samuel J. Konieczny for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and the City Clerk be and she is hereby directed to transmit a suitable copy thereof to Samuel J. Konieczny.

Dated this 19th day of December, 2017.

Presented and adopted this 19th day of December, 2017.

President, Common Council

Mayor

ATTEST:

VOTE: Ayes _____ Noes _____

City Clerk

NOTICE OF PUBLIC HEARING

Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, the Common Council of the City of Oak Creek, Wisconsin, will hold a public hearing at 7:00 p.m. on December 19, 2017, at City Hall, 8040 South 6th Street, Oak Creek, Wisconsin, regarding the proposed issuance of City of Oak Creek, Wisconsin, Industrial Development Revenue Bonds, Series 2017A and 2017B (Marquette13 LLC and Tower13 LLC Project), in an aggregate amount not to exceed \$7,000,000, pursuant to Section 66.1103 of the Wisconsin Statutes, to finance a multi-jurisdictional project on behalf of Marquette13 LLC, a Wisconsin limited liability company, Tower13 LLC, a Wisconsin limited liability company, and/or one or more related or affiliated entities, and/or one or more limited liability entities to be formed (collectively, the "Borrower"). The bonds are special, limited obligations of the City of Oak Creek and do not constitute a charge against its general credit or taxing powers.

The Borrower's multi-jurisdictional project consists of financing the (i) purchase of land and the acquisition of an existing approximately 67,780 square foot manufacturing facility located at 303 West Marquette Avenue in the City of Oak Creek, Wisconsin (the "Oak Creek Facility") to be owned by Marquette13 LLC and leased by Wisconsin Label Corporation and used in its printing and packaging business, (ii) purchase of land and the acquisition of an existing approximately 76,478 square foot manufacturing facility located at 8501 West Tower Avenue in the City of Milwaukee, Wisconsin to be owned by Tower13 LLC and leased by Converted Products, Inc. and used in its converting business (the "Milwaukee Facility" and collectively with the Oak Creek Facility, the "Facilities"), (iii) rehabilitation and improvements to the Facilities and (iv) payment of certain costs of issuance (collectively, the "Project").

At the hearing, all persons will be afforded a reasonable opportunity to express their views, both orally and in writing, on the proposed bonds and the location and nature of the Project proposed to be financed. Comments made at the public hearing are for the consideration of the Common Council of the City of Oak Creek, but do not bind any legal action to be taken by it.

Published: November 29, 2017
Catherine A. Roeske, City Clerk
City of Oak Creek, Wisconsin

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 10

Recommendation: That the Common Council consider Resolution No. 11893-121917, a Final Resolution Regarding Industrial Development Revenue Bond Financing for Marquette13 LLC and Tower13 LLC Project (1st District).

Background: On November 21, 2017 the Common Council adopted Resolution No. 11888-112117, an Initial Resolution Regarding Industrial Development Revenue Bond Financing for Moldmakers Leasing & Investments Limited Partnership, L.L.P. Project with the issuance of industrial development revenue bonds ("IRBs") in an amount not to exceed \$7,000,000.

Moldmakers Leasing & Investments Limited Partnership, L.L.P. approached the City of Oak Creek and the City of Milwaukee to consider a conduit issuance of IRBs on its behalf and limited liability entities to be formed (Marquette13 LLC and Tower13 LLC). Under Section 66.1103(3)(f) of the Wisconsin Statutes, a municipality may issue IRBs to finance an industrial project which is located entirely outside of the municipality only if the revenue agreement for the project relates to another project with the same participant and part of which project is located within the municipality. The City of Oak Creek can issue IRBs to finance both the Oak Creek and Milwaukee projects.

The purpose of the IRBs is to finance a project that would include the rehabilitation and improvements to facilities in both the Oak Creek and Milwaukee. This project includes the purchase of land and acquisition of an approximately 67,780 square foot manufacturing facility located at 303 Marquette Avenue in Oak Creek. This facility is leased by WS Packaging Group, Inc. for use in its printing business. The project also includes the purchase of land and acquisition of an approximately 76,478 square foot manufacturing facility located at 8501 West Tower Avenue in Milwaukee. This facility is leased by Converted Products, Inc. for use in its paper converting business.

The City of Oak Creek has issued IRBs previously. These municipal bonds are not general obligations of the City of Oak Creek. If the City decides to issue the bonds for this project, it would not be liable for any principal and interest payments on the bonds, nor have ongoing responsibilities regarding monitoring or reporting on the bonds. These bonds would not count against the City's borrowing capacity, and the City would not levy a tax for payment of the bonds. The City is simply acting as a conduit to enable the company to borrow at a lower rate of interest. This Final Resolution seeks the issuance of IRBs in an amount not to exceed \$6,300,000.

Fiscal Impact: There is no direct fiscal impact on the City of Oak Creek.

Prepared by:



Melissa L. Karls
City Attorney

Respectfully submitted,



Andrew J. Vickers, M.P.A.
City Administrator

Fiscal review by:



Bridget M. Souffrant
Finance Director / Comptroller

COMMON COUNCIL OF
CITY OF OAK CREEK, WISCONSIN

RESOLUTION NO. 11893-121917

**FINAL RESOLUTION REGARDING
INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING
FOR MARQUETTE13 LLC AND TOWER13 LLC PROJECT**

BE IT RESOLVED by the Common Council of the City of Oak Creek, Wisconsin (the “Issuer”), as follows:

Section 1 Recitals.

1.01 Under Wisconsin Statutes, Section 66.1103, as amended (the “Act”), the Issuer is authorized and empowered to issue revenue bonds to finance eligible costs of qualified “projects” (as defined in the Act), and to enter into “revenue agreements” (as defined in the Act) with “eligible participants” (as defined in the Act).

1.02 Pursuant to an Initial Resolution duly adopted on November 21, 2017, the Issuer expressed its intention to issue industrial development revenue bonds of the Issuer in an amount not to exceed \$7,000,000 to finance a project on behalf of Moldmakers Leasing & Investments Limited Partnership, L.L.P., a Wisconsin limited liability partnership, and/or one or more related or affiliated entities, and/or one or more limited liability entities to be formed. The project consists of financing the (i) purchase of land and the acquisition of an existing approximately 67,780 square foot manufacturing facility located at 303 West Marquette Avenue in the City of Oak Creek, Wisconsin (the “Oak Creek Facility”) to be owned by Marquette13 LLC and leased by Wisconsin Label Corporation and used in its printing and packaging business, (ii) purchase of land and the acquisition of an existing approximately 76,478 square foot manufacturing facility located at 8501 West Tower Avenue in the City of Milwaukee, Wisconsin to be owned by Tower13 LLC and leased by Converted Products, Inc. and used in its converting business (the “Milwaukee Facility” and collectively with the Oak Creek Facility, the “Facilities”), (iii) rehabilitation and improvements to the Facilities and (iv) payment of certain costs of issuance (collectively, the “Project”). Notice of adoption of the initial resolution adopted on November 21, 2017 was published as provided in the Act, and no petition requesting a referendum upon the question of issuance of the revenue bonds has been filed to date.

1.03 Pursuant to Wisconsin Statutes, Section 66.1103, as amended, the Issuer may finance a project which is located entirely within the geographic limits of the Issuer.

1.04 Drafts of the following documents have been submitted to this Common Council and are ordered filed in the office of the City Clerk:

- (a) a Bond Agreement (the “Bond Agreement”) proposed to be entered into among Marquette13 LLC, a Wisconsin limited liability company (the “Series A Borrower”), and Tower13 LLC, a Wisconsin limited liability company (the “Series B Borrower” and collectively with the Series A Borrower, the “Borrower”), the Issuer, First Business Trust & Investments, a division of First Business Bank, as trustee (the “Trustee”), and First Madison Investment Corporation, as original purchaser (the “Original Purchaser”);
- (b) a Series A Promissory Note from the Series A Borrower and a Series B Promissory Note from the Series B Borrower to the Issuer, and each assigned by the Issuer to the Trustee; and
- (c) a No Arbitrage Certificate.

Section 2 Findings and Determinations.

It is hereby found and determined that:

- (a) based on representations of the Borrower, the Project constitutes a “project” authorized by the Act;
- (b) a public hearing has been duly held on December 19, 2017 in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, at which residents of the City of Oak Creek, Wisconsin were given an opportunity to be heard in regard to the proposed issuance of the revenue bonds and the nature and location of the proposed Project;
- (c) the purpose of the Issuer’s financing costs of the Project is and the effect thereof will be to promote the public purposes set forth in the Act;
- (d) it is desirable that two series of revenue bonds in the aggregate principal amount not to exceed \$6,300,000 (the “Series 2017A Bonds” and the “Series 2017B Bonds”, collectively the “Bonds”) be issued by the Issuer upon the terms set forth in the Bond Agreement, under the provisions of which the Issuer’s interest in the Bond Agreement (except for certain rights as provided therein) and the loan repayments will be assigned to the Trustee as security for the payment of principal of and interest on and premium, if any, on all the Bonds outstanding under the Bond Agreement;
- (e) the loan payments provided for in the Bond Agreement, and the formulas set out for revising those payments under the Bond Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of and interest on and premium, if any, on Bonds issued under the Bond Agreement when due; the amount necessary in each year to pay the principal of and interest on the Bonds is the sum of the principal of, and interest on, the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; and the Bond Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and
- (f) under the provisions of the Act, the Bonds shall be limited obligations of the Issuer and the Bonds do not constitute an indebtedness of the Issuer, within the meaning of any

state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer's general credit or taxing powers or a pecuniary liability of the Issuer.

Section 3 Approvals and Authorizations: Authentication of Transcript

3.01 This resolution shall constitute the approval of the Bonds within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Bonds are hereby approved. There is hereby approved the issuance by the Issuer of its industrial development revenue bonds (specifically, the Bonds) in an aggregate principal amount not to exceed \$6,300,000 for the purpose of financing the Project.

The Issuer shall proceed to issue its Industrial Development Revenue Bonds, Series 2017A and 2017B (Marquette13 LLC and Tower13 LLC Project), in the aggregate principal amount not to exceed \$6,300,000, in the forms and upon the terms set forth in the Bond Agreement, which terms, including without limitation, interest rates, redemption provisions and maturity, are for this purpose incorporated in this resolution and made a part hereof. The terms are hereby approved without further action by the Issuer, and the Mayor and City Clerk are authorized and directed to execute and deliver the documents listed in Section 1.04 herein which are hereby approved, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, and such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's attorney and bond counsel, including an Internal Revenue Service Form 8038.

The Mayor and the City Clerk are authorized and directed to execute and seal the Bonds as prescribed in the Bond Agreement and to deliver them to the Trustee (together with a certified copy of this resolution and any other documents required by the Bond Agreement) for authentication and delivery to the Original Purchaser.

The foregoing authorizations and approvals are subject to the provision that the Bonds shall not be issued by the Issuer and the Bonds and the documents listed in Section 1.04 herein will not be executed or delivered by the Issuer until and unless the petition period with respect to the Bonds provided for under Wisconsin Statutes, Section 66.1103(10)(d) has expired without the filing of a petition (in proper form) requesting a referendum on the question of the issuance of the Bonds.

3.02 The publication in the official newspaper of the Issuer of the notice for the public hearing referred to in Section 2(b) of this resolution, and such notice of public hearing as so published, are hereby ratified.

3.03 The Issuer hereby elects to have the provisions of Section 144(a)(4)(A) of the Internal Revenue Code of 1986, as amended, apply to the Bonds.

3.04 The Mayor and the City Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

3.05 The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's attorney and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

3.06 First Business Trust & Investments, a division of First Business Bank shall initially assume and perform the duties of Trustee.

3.07 Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes.

3.08 The Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the terms of the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer shall pledge and assign to the Trustee all of its right, title and interest in and to the trust estate described in the Bond Agreement.

3.09 All out-of-pocket costs of the Issuer, including attorneys' fees, in connection with the issuance and sale of the Bonds shall be paid from the proceeds of the Bonds or by the Borrower.

Passed and adopted at a regular meeting of the Common Council of the City of Oak Creek this 19th day of December, 2017.

APPROVED:

Kenneth Gehl, Common Council President

Daniel Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes: _____ Noes: _____

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 11

Recommendation: That the Common Council consider Resolution No. 11899-121917, a Resolution Authorizing Amendments to \$2,200,000 City of Oak Creek, Wisconsin Industrial Development Revenue Bonds, Series 2014 (Howell Avenue Oak Creek LLC Project) Issued on February 27, 2014 (5th District).

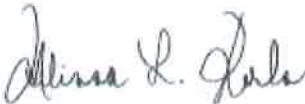
Background: On February 1, 2014 the City of Oak Creek entered into a bond agreement for the issuance of \$2,200,000 in industrial development revenue bonds ("IRBs"). The purpose of the issuance of these IRBs was to finance a project that would include the acquisition and rehabilitation of an existing approximately 44,200 square foot facility located at 9911 South Howell Avenue, purchase and installation of equipment at the facility, and payment of certain professional costs and costs of issuance. This facility is leased by Suzy's Cream Cheesecakes, Inc.

Howell Avenue Oak Creek LLC and Bank First National are seeking to amend the interest rate provisions of the bonds pursuant to a First Amendment to Bond Agreement. In order to effectuate this modification Howell Avenue Oak Creek LLC, as the borrower, and Bank First National, as the original purchaser, have asked the City of Oak Creek to approve and amend the bonds.

Under 66.1103 Wis. Stats., these amended bonds will neither constitute any indebtedness to nor be a liability to the City of Oak Creek. The amended bonds would not count against the City's borrowing capacity, and the City would not levy a tax for payment of the bonds. The City is acting as a conduit to enable the borrower and the original purchaser to borrow at the amended rate of interest.

Fiscal Impact: There is no direct fiscal impact on the City of Oak Creek.

Prepared by:



Melissa L. Karls
City Attorney

Respectfully submitted,



Andrew J. Vickers, M.P.A.
City Administrator

Fiscal review by:



Bridget M. Souffrant
Finance Director / Comptroller

COMMON COUNCIL OF
CITY OF OAK CREEK, WISCONSIN

RESOLUTION NO. 11899-121917

RESOLUTION AUTHORIZING AMENDMENTS TO
\$2,200,000 CITY OF OAK CREEK, WISCONSIN
INDUSTRIAL DEVELOPMENT REVENUE BONDS,
SERIES 2014 (HOWELL AVENUE OAK CREEK LLC
PROJECT) ISSUED ON FEBRUARY 27, 2014

WHEREAS, the City of Oak Creek, Wisconsin (the "Issuer") entered into a Bond Agreement dated as of February 1, 2014 (the "Bond Agreement") by and among the Issuer, Howell Avenue Oak Creek LLC, a Wisconsin limited liability company (the "Borrower"), Bank First National, as original purchaser (the "Original Purchaser"), and Bank First National, as trustee (the "Trustee"), relating to the issuance of \$2,200,000 City of Oak Creek, Wisconsin Industrial Development Revenue Bonds, Series 2014 (Howell Avenue Oak Creek LLC Project) (the "Bonds"); and

WHEREAS, the Issuer loaned the proceeds of the Bonds to the Borrower for the purpose of financing a project on behalf of the Borrower consisting of the (i) acquisition and rehabilitation of an existing approximately 44,200 square foot facility located at 9911 South Howell Avenue in the City of Oak Creek, Wisconsin (the "Facility"), which Facility is leased by Suzy's Cream Cheesecakes, Inc., a Wisconsin corporation (the "Eligible Participant"), and used by the Eligible Participant to manufacture cheesecakes and desserts, (ii) purchase and installation of equipment at the Facility and (iii) payment of certain professional costs and costs of issuance; and

WHEREAS, the Borrower and the Original Purchaser wish to amend the interest rate provisions of the Bonds pursuant to a First Amendment to Bond Agreement (the "Amendment"), and to give effect to such modification, the Borrower and the Original Purchaser have requested the Issuer to amend the Bonds (as amended, the "Amended Bonds"); and

WHEREAS, it is a requirement of the Bond Agreement that any such amendment of the Bond Agreement be approved by the Issuer.

NOW THEREFORE, BE IT RESOLVED by the governing body of the Issuer as follows:

Section 1. Findings and Determinations.

It is hereby found and determined that under the provisions of Section 66.1103 of the Wisconsin Statutes, the Amended Bonds shall remain limited obligations of the Issuer, and the Amended Bonds do not constitute an indebtedness of the Issuer within the meaning of any state

constitutional or statutory provision, and do not constitute nor give rise to a charge against its general credit or taxing powers or a pecuniary liability of the Issuer.

Section 2. Approvals and Authorizations.

2.01. There is hereby approved the amendment by the Issuer of its Industrial Development Revenue Bonds, Series 2014 (Howell Avenue Oak Creek LLC Project), as set forth in the Amendment.

2.02. The Amendment is hereby approved. The Mayor and the City Clerk are hereby authorized and directed in the name and on behalf of the Issuer to execute the Amendment, to which the Issuer is a party, and either one of them or both of them are authorized and directed to execute the such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's counsel and bond counsel.

2.03. The Issuer shall proceed to amend the Bonds, which Amended Bonds shall be in the form and upon the terms set forth in the Amendment, which terms are for this purpose incorporated in this resolution and made a part hereof. The Mayor and the City Clerk are authorized and directed to execute and seal the Amended Bonds as prescribed in the Amendment and to deliver them to the Trustee for authentication and delivery to the Original Purchaser.

2.04. The Mayor, the City Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Amended Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Amended Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

2.05. The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's counsel and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

2.06. The Amended Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Amended Bonds, the Issuer has pledged and assigned to the Trustee all of its right, title and interest in and to the trust estate described in the Bond Agreement.

Passed and adopted at a regular meeting of the Common Council of the City of Oak Creek this 19th day of December, 2017.

APPROVED:

Kenneth Gehl, Common Council President

Daniel Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes: _____ Noes: _____

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a request by John Thomsen, Somerstone, LLC, to rezone the properties at 7705, 7751, and 7831 S. 13th St. from Rs-3, Single Family Residential to B-4, Highway Business.

Hearing Date: December 19, 2017
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th St.
Oak Creek, WI 53154
Common Council Chambers

Applicant: John Thomsen, Somerstone, LLC
Property Owner(s): Sweet Demarb LLC/Rebecca R Demarb as Receiver for Drexel
Commercial Limited Partnership
Chester Bukowski

Property Location(s): 7705, 7751, and 7831 S. 13th St.
Tax Key(s): 784-9020-001, 784-9003-000, 784-9001-000

Legal Description:

7705 S. 13th St.

Lot 2 of Certified Survey Map No. 7578, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said Southeast 1/4 Section; thence North 00°05'47" East along the East line of said Southeast 1/4 Section 1312.55 feet to a point; thence South 89°23'47" West 45.00 feet to a point on the East line of South 13th Street and the point of beginning of lands to be described; thence South 00°05'47" West along said East line 100.00 feet to a point on the North line of Lot 1 of Certified Survey Map No. 7578; thence South 89°23'47" West along said North line 152.99 feet to a point; thence North 00°05'47" East 100.00 feet to a point; thence North 89°23'47" East 152.99 feet to the point of beginning. Containing 15,298 square feet or 0.3512 acres.

7751 S. 13th St.

Lot 1 of Certified Survey Map No. 271, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said Southeast 1/4 Section; thence North 00°05'47" East along the East line of said Southeast 1/4 Section 965.25 feet to a point; thence South 89°18'02" West 75.01 feet to a point on the East line of South 13th Street and the point of beginning of lands to be described; thence South 00°05'47" West along said East line 92.00 feet to a point on the North line of Certified Survey Map No. 110; thence South 89°18'02" West along said North line 255.00 feet to a point; thence North 00°05'47" East 92.00 feet to a point; thence North 89°18'02" East 255.00 feet to the point of beginning. Containing 23,457 square feet or 0.5385 acres.

7831 S. 13th St.

Part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said Southeast 1/4 Section; thence North 00°05'47" East along the East line of said Southeast 1/4 Section 367.25 feet to a point; thence South 89°18'02" West 75.00 feet to the point of beginning of lands to be described; thence South 89°18'02" West 255.00 feet to a point; thence North 00°05'47" East 132.00 feet to a point; thence North 89°18'02" East 255.00 feet to a point on the East line of South 13th Street; thence South 00°05'47" West along said East line 132.00 feet to the point of beginning. Containing 33,657 square feet or 0.7726 acres.

The Common Council has scheduled other public hearings for December 19, 2017 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: November 22, 2017
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 13

Recommendation: That the Common Council adopts Ordinance No. 2888, an ordinance to rezone the properties at 7705, 7751, and 7831 S. 13th St. from Rs-3, Single Family Residential to B-4, Highway Business.

Background: Somerstone, LLC is requesting rezoning of the properties at 7705, 7751, and 7831 S. 13th St. from Rs-3, Single Family Residential to B-4, Highway Business. This request is in advance of pursuing a mixed use Planned Unit Development that includes the two properties rezoned in October of this year, and which were part of an earlier CSM combining the properties. This future Planned Unit Development may incorporate additional properties, which will require additional rezone review in the future.

The Comprehensive Plan was recently amended to reflect future mixed use on the parcels under review. Existing parcels in the immediate area are zoned for residential, commercial, and institutional uses. Within 1,000 feet are manufacturing and park uses. The B-4, Highway Business district "is intended to provide for the orderly and attractive grouping at appropriate locations along federal, state and county highway routes of those businesses and customer services which are logically related to and dependent upon highway traffic or which are specifically designed to serve the need of such traffic." The parcels are located along a county (13th Street) highway route, adjacent to the larger parcel along I-94. Considering the consolidation via CSM and plans for development of a commercial PUD, the proposal appears to be consistent with the B-4 purpose statement. Therefore, staff, as well as the Plan Commission has recommended approval of the proposal.

Fiscal Impact: Approval of this zoning change will allow for development of vacant parcels and the redevelopment of former residential parcels for mixed uses, which will provide positive financial impacts in terms of tax base and impact fees. These properties are not currently located within a TID.

Prepared by:



Kari Papelbon, CFM, AICP
Planner

Respectfully submitted by:



Andrew J. Vickers, MPA
City Administrator

Approved by:



Doug Seymour, AICP
Director of Community Development

Fiscal review by:



Bridget M. Souffrant
Finance Director/Comptroller

ORDINANCE NO. 2888

By: _____

AN ORDINANCE TO REZONE THE PROPERTIES AT 7705, 7751, AND 7831 S. 13TH ST. FROM RS-3, SINGLE FAMILY RESIDENTIAL TO B-4, HIGHWAY BUSINESS

(1st Aldermanic District)

WHEREAS, JOHN THOMSEN, SOMERSTONE, LLC, has applied for a rezoning of the properties at 7705, 7751, and 7831 S. 13th St. from Rs-3, Single Family Residential to B-4, Highway Business.

WHEREAS, the properties are more precisely described as follows:

7705 S. 13th St.

Lot 2 of Certified Survey Map No. 7578, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said Southeast 1/4 Section; thence North 00°05'47" East along the East line of said Southeast 1/4 Section 1312.55 feet to a point; thence South 89°23'47" West 45.00 feet to a point on the East line of South 13th Street and the point of beginning of lands to be described; thence South 00°05'47" West along said East line 100.00 feet to a point on the North line of Lot 1 of Certified Survey Map No. 7578; thence South 89°23'47" West along said North line 152.99 feet to a point; thence North 00°05'47" East 100.00 feet to a point; thence North 89°23'47" East 152.99 feet to the point of beginning. Containing 15,298 square feet or 0.3512 acres.

7751 S. 13th St.

Lot 1 of Certified Survey Map No. 271, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said Southeast 1/4 Section; thence North 00°05'47" East along the East line of said Southeast 1/4 Section 965.25 feet to a point; thence South 89°18'02" West 75.01 feet to a point on the East line of South 13th Street and the point of beginning of lands to be described; thence South 00°05'47" West along said East line 92.00 feet to a point on the North line of Certified Survey Map No. 110; thence South 89°18'02" West along said North line 255.00 feet to a point; thence North 00°05'47" East 92.00 feet to a point; thence North 89°18'02" East 255.00 feet to the point of beginning. Containing 23,457 square feet or 0.5385 acres.

7831 S. 13th St.

Part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said Southeast 1/4 Section; thence North 00°05'47" East along the East line of said Southeast 1/4 Section 367.25 feet to a point; thence South 89°18'02" West 75.00 feet to the point of beginning of lands to be described; thence South 89°18'02" West 255.00 feet to a point; thence North 00°05'47" East 132.00 feet to a point; thence North 89°18'02" East 255.00 feet to a point on the East line of South 13th Street; thence South 00°05'47" West along said

East line 132.00 feet to the point of beginning. Containing 33,657 square feet or 0.7726 acres.

WHEREAS, the Plan Commission reviewed the application and recommended that the rezoning be approved; and

WHEREAS, the Common Council held a public hearing on said application on December 19, 2017, at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing and upon favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved for the lands hereinabove described.

NOW, THEREFORE, the Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands hereinabove described shall be rezoned from Rs-3, Single Family Residential to B-4, Highway Business, and the Zoning Map of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.

SECTION 2: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 3: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 4: The rezoning shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.

Passed and adopted this 19th day of December, 2017.

President, Common Council

Approved this 19th day of December, 2017.

Mayor

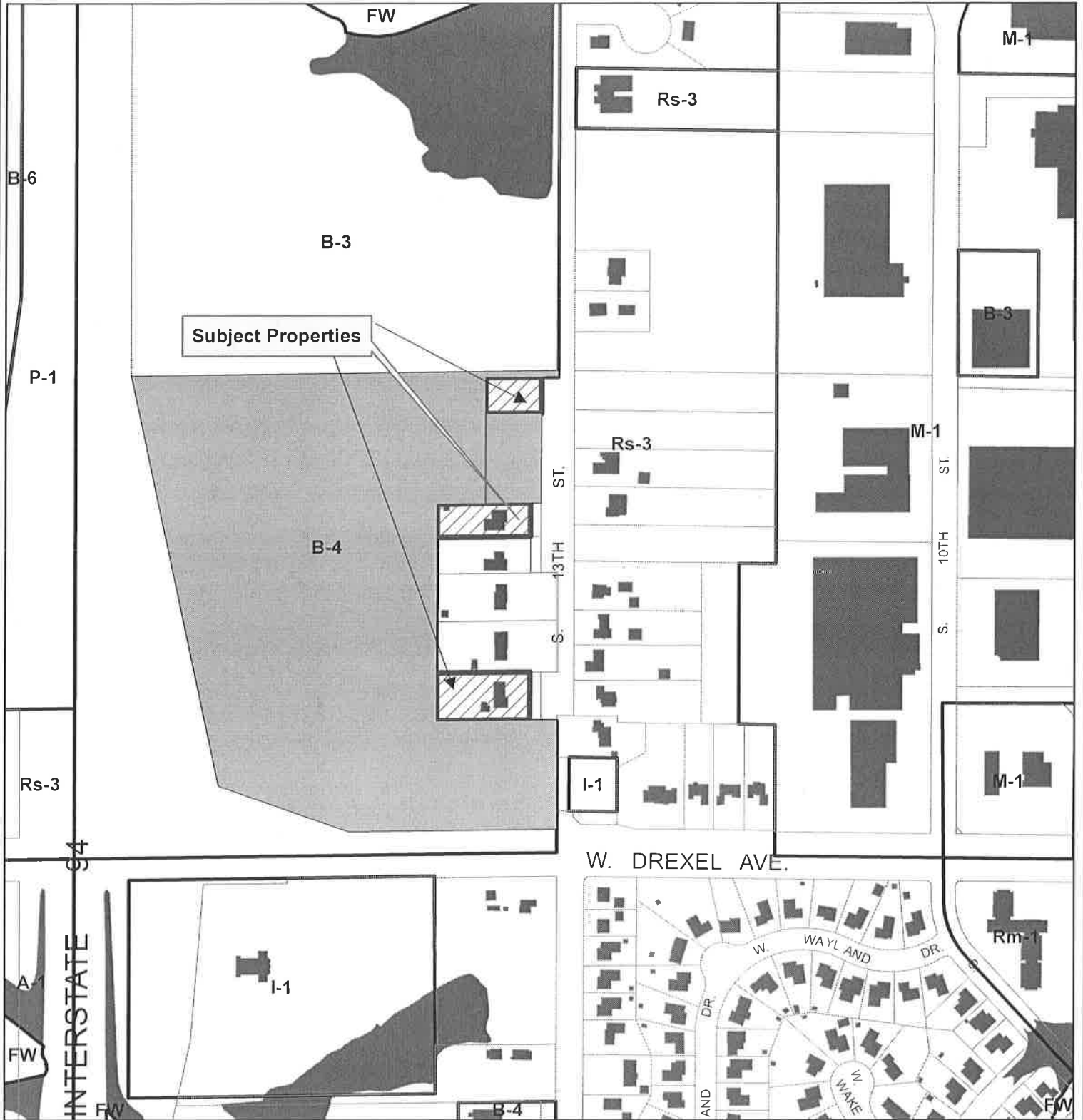
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

7705, 7751, and 7831 S. 13th St.



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



Department of Community Development



Legend

	Parcels Zoned B-4	Zoning Overlays
	Parcels to be Rezoned	 C-1-Shoreland Wetland
		 FF-Flood Fringe
		 Lakelront Overlay
		 NO-Mixed Use Neighborhood
		 OO-Mixed Use Office
		 RR-Regional Retail

**DRAFT MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, NOVEMBER 14, 2017**

**REZONE
SOMERSTONE, LLC
7705, 7751 AND 7831 S 13th ST.
TAX KEY NOS. 784-9020-001, 784-9003-000 AND 784-9001-000**

Planner Papelbon provided an overview of the request to rezone the properties from Rs-3, Single Family Residential to B-4, Highway Business (see staff report for details).

Commissioner Siepert asked if the homes that are in the proposed rezone change are already sold. Planner Papelbon responded that the properties, if not already closed, are in the process of being acquired by the applicant.

Commissioner Siepert moved that the Plan Commission recommends to the Common Council that the properties at 7705, 7751, and 7831 S. 13th St. be rezoned from Rs-3, Single Family Residential to B-4, Highway Business after a public hearing. Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

ATTEST:



Douglas Seymour, Plan Commission Secretary

November 14, 2017
Date

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 14

Recommendation: That the Council adopts Resolution No. 11898-121917, a resolution approving a Certified Survey Map for John Thomsen, Somerstone, LLC for the properties at 7705, 7725, 7751, 7831, and 7869 S. 13th St.

Background: Somerstone, LLC is requesting approval of a Certified Survey Map (CSM) combining the properties at 7705, 7725, 7751, 7831, and 7869 S. 13th St. Council will recall that the parcels on the west side of 13th Street were part of a recent Comprehensive Plan Amendment, which updated the future land use category and map to "Planned Mixed Use" in consideration of future development plans for the properties. Council will also recall that the properties at 7725 & 7869 S. 13th St. were rezoned in October of this year.

Once combined, the parcel will be in excess of 24 acres. Based on concerns for traffic circulation and safety on Drexel Ave. in proximity to the I-94 ramps and the intersection with 13th Street, staff is recommending a "no access" restriction along the entirety of the Drexel Ave. frontage and a portion of 13th Street.

Wetlands have been delineated and are shown on the northeast side of the proposed parcel on Page 2. However, wetlands should be shown on all pages of the CSM prior to recording, and a condition of approval for such is recommended above. A bearing is also missing on the southeast corner.

Finally, the Oak Creek Water and Sewer Utility has stated that water and sewer laterals for 7725, 7751, and 7831 13th Street must be abandoned at the main. This work should be completed before the 13th Street reconstruct beginning in May 2018.

The Plan Commission reviewed this CSM at their meeting on November 14, 2017, and recommended approval with the following conditions:

1. That the CSM is revised to incorporate the "no access" restriction along Drexel Avenue and a portion of 13th St.
2. That the CSM is revised to incorporate all wetland areas on all sheets.
3. That all unused laterals are abandoned at the main in conformance with Oak Creek Water and Sewer Utility requirements.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for

compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Fiscal Impact: The combination of the properties will create one (1) conforming lot, which is anticipated to be redeveloped as a mixed use Planned Unit Development. Redevelopment of the lot will have positive fiscal impacts for the City in terms of assessed value and potential impact fees. These properties are not currently part of a TID.

Prepared by:



Kari Papelbon, CFM, AICP
Planner

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Approved by:



Doug Seymour, AICP
Director of Community Development

Fiscal review by:



Bridget M. Souffrant
Finance Director/Comptroller

RESOLUTION NO. 11898-121917

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
JOHN THOMSEN, SOMERSTONE, LLC

7705, 7725, 7751, 7831, and 7869 S. 13th St.
(1st Aldermanic District)

WHEREAS, JOHN THOMSEN, SOMERSTONE, LLC, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

WHEREAS, the Plan Commission has recommended that this certified survey map be approved, subject to the following conditions:

1. That the CSM is revised to incorporate the "no access" restriction along Drexel Avenue and a portion of 13th St.
2. That the CSM is revised to incorporate all wetland areas on all sheets.
3. That all unused laterals are abandoned at the main in conformance with Oak Creek Water and Sewer Utility requirements.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following condition:

1. That the CSM is revised to incorporate the "no access" restriction along Drexel Avenue and a portion of 13th St.
2. That the CSM is revised to incorporate all wetland areas on all sheets.
3. That all unused laterals are abandoned at the main in conformance with Oak Creek Water and Sewer Utility requirements.

4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2017.

Passed and adopted this 19th day of December, 2017.

President, Common Council

Approved this 19th day of December, 2017.

Mayor

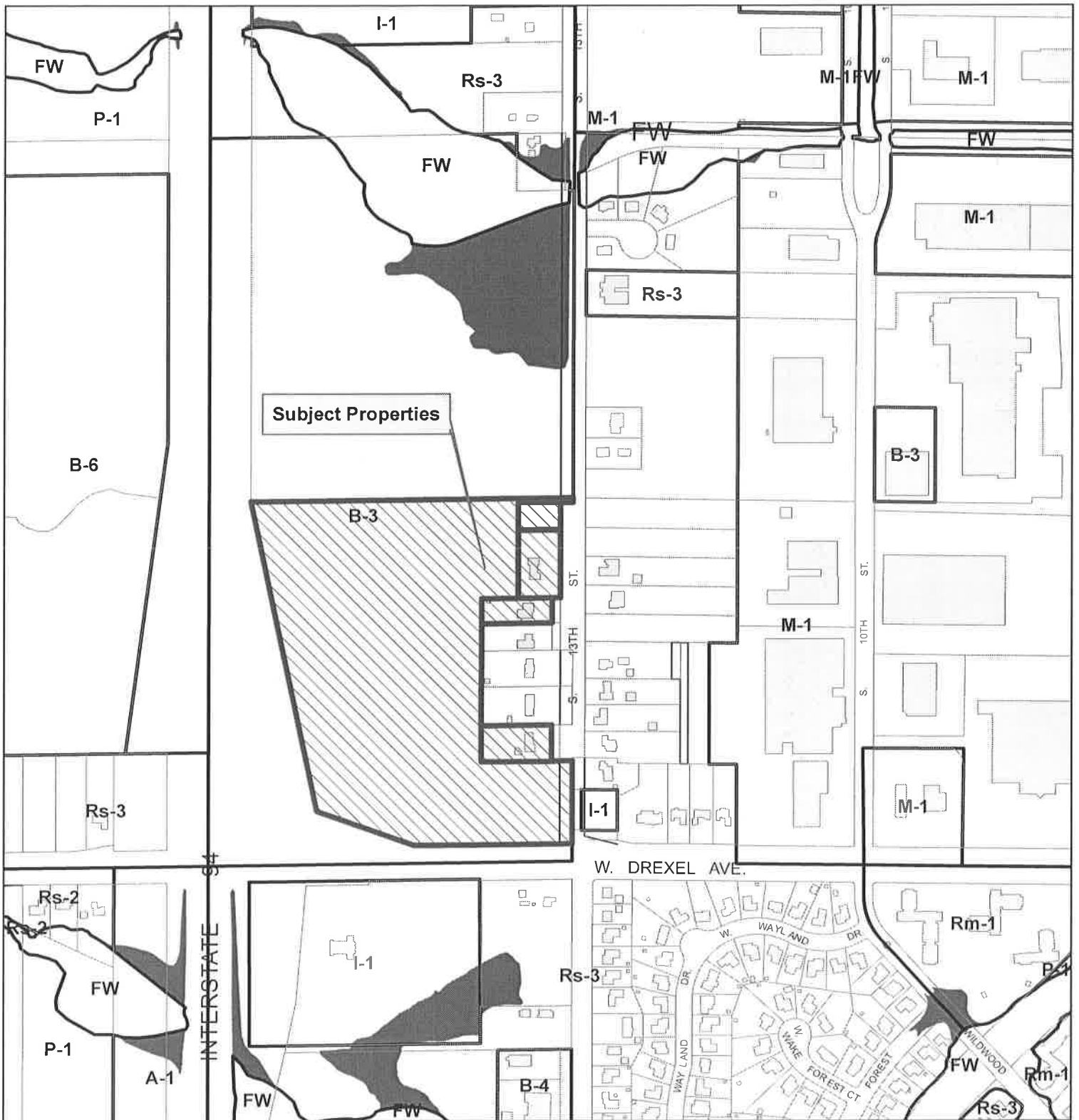
ATTEST:

City Clerk

VOTE: Ayes _____, Noes _____

Location Map

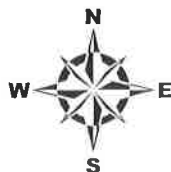
7831, 7751, 7705, 7725, 7869 S. 13th St.



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



Department of Community Development

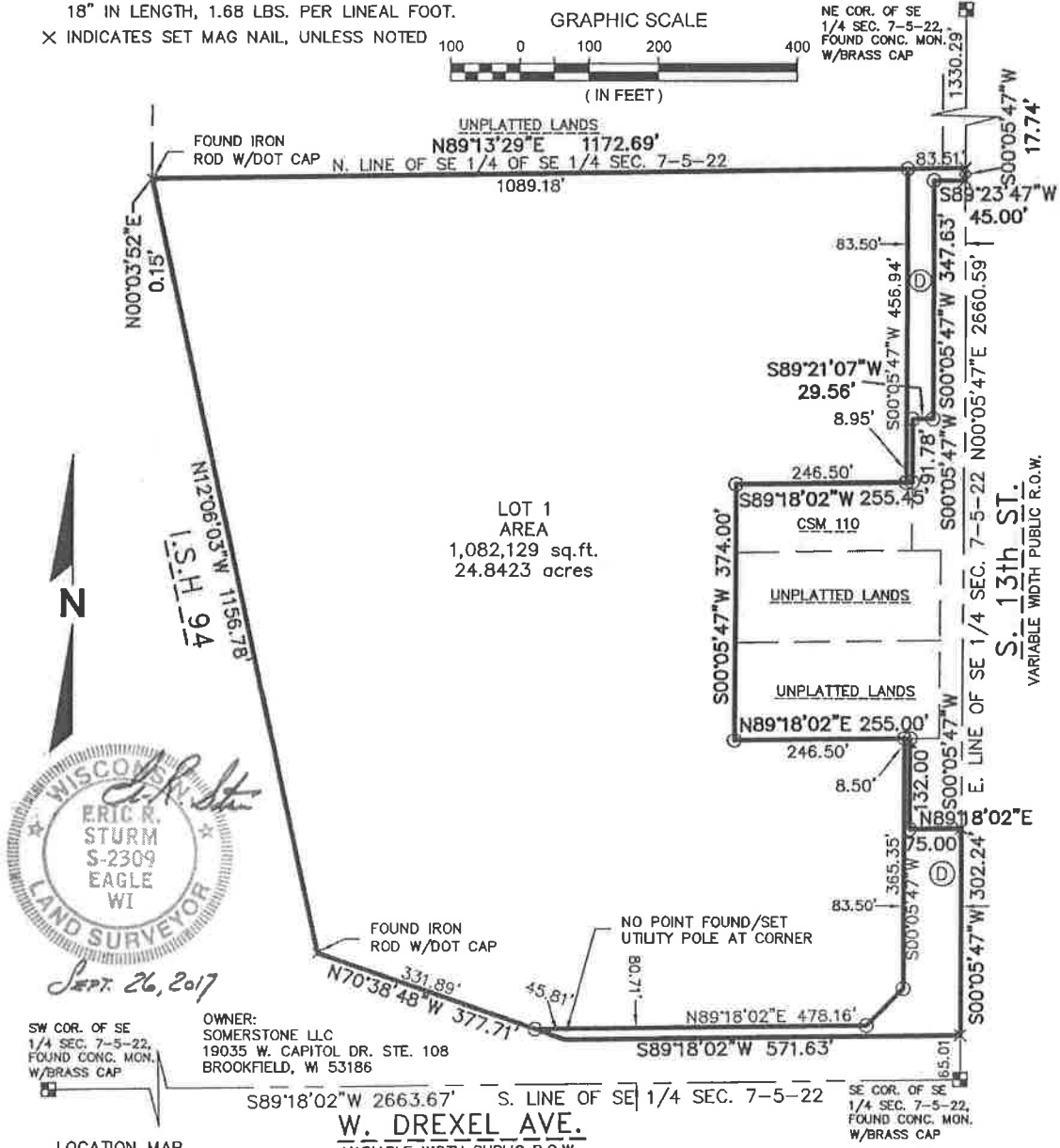
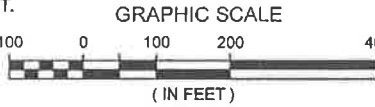


Legend	
	7831 S. 13th St.
	7751 S. 13th St.
	7705 S. 13th St.
	7725 S. 13th St.
	7869 S. 13th St.
	City of Oak Creek
	FFP Flood Plain
	Local Flood Overlay
	High-Medium Density Residential
	Office/Professional Office
	RM-1 Single-Family

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 271, Lot 1 of Certified Survey Map No. 130, Lots 1 and 2 of Certified Survey Map No. 7578, and lands, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.
- ✕ INDICATES SET MAG NAIL, UNLESS NOTED
- Ⓧ INDICATES LANDS DEDICATED TO THE CITY OF OAK CREEK FOR PUBLIC ROAD PURPOSES.

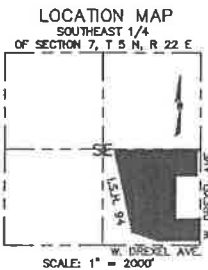


ERIC R. STURM
S-2309
EAGLE
WI
LAND SURVEYOR
Sept. 26, 2017

SW COR. OF SE 1/4 SEC. 7-5-22, FOUND CONC. MON. W/BRASS CAP

OWNER: SOMERSTONE LLC
19035 W. CAPITOL DR. STE. 108
BROOKFIELD, WI 53186

SE COR. OF SE 1/4 SEC. 7-5-22, FOUND CONC. MON. W/BRASS CAP



SEE SHEET 2 FOR EASEMENT DETAILS
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SE 1/4 OF SECTION 7, T 5 N, R 22 E, WHICH BEARS N00°05'47"E.

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

**DRAFT MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, NOVEMBER 14, 2017**

**CERTIFIED SURVEY MAP
SOMERSTONE, LLC**

7705, 7725, 7751, 7831, 7869 S. 13TH ST.

TAX KEY NOS. 784-9020-001, 784-9019-000, 784-9003-000, 784-9001-000, 784-9993-001

Planner Papelbon provided an overview of the request to combine the properties into one parcel prior to development of a mixed use Planned Unit Development (see staff report for details).

Commissioner Dickmann asked for more information on “no access to Drexel and a portion of 13th Street.” Planner Papelbon clarified that there would be a portion from the intersection with Drexel Avenue where there would be no access in order to maintain the safety of that intersection. Commissioner Johnston responded that normally they (restrictions) are 250 feet back from the intersection. That is where the turn lanes would come through.

Mayor Bukiewicz asked if there will be a right-hand turn lane there when Milwaukee County widens S. 13th St. Commissioner Johnston responded that what the County is doing requires improvements for that intersection. There will need to be additional real estate at this intersection for those accommodations. Commissioner Johnston responded that these improvements are going to be made when this project is developed.

Commissioner Dickmann moved that the Plan Commission recommends to the Common Council that the Certified Survey Map submitted by John Thomsen, Somerstone, LLC for the properties at 7705, 7725, 7751, 7831, and 7869 S. 13th St. be approved, subject to the following conditions:

1. That the CSM is revised to incorporate the “no access” restriction along Drexel Avenue and a portion of 13th St.
2. That the CSM is revised to incorporate all wetland areas on all sheets.
3. That all unused laterals are abandoned at the main in conformance with Oak Creek Water and Sewer Utility requirements.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

ATTEST:



Douglas Seymour, Plan Commission Secretary

November 14, 2017
Date

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a proposed amendment to Sec. 17.1402 to include the definition of a beauty shop.

Hearing Date: December 19, 2017
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Proposal: The proposed Code Amendment for Sec. 17.1402 would add the definition of a beauty shop to the definitions section of Chapter 17. A beauty shop would be defined as a commercial establishment where cosmetology services are offered which may include: hair care, skin care, nail care, licensed facial microblading and facial micro-pigmentation, tanning, and hair removal. Piercing, tattooing, and massage therapy are not included.

The entire text of the proposed amendment to these sections is available for review upon request. Any person(s) with questions regarding the proposed changes may contact the City of Oak Creek at (414) 766-7000, during regular business hours (7:30 AM – 4:00 PM).

Date of Notice: November 8, 2017

CITY OF OAK CREEK COMMON COUNCIL

By: Dan Bukiewicz, Mayor

PUBLIC NOTICE

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

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 10

Recommendation: That the Council adopts Ordinance No. 2892 amending Section 17.1402 of the municipal code to include the definition of a Beauty Shop as a commercial establishment where cosmetology services are offered which may include: hair care, skin care, nail care, licensed facial Microblading and facial micro-pigmentation, tanning, and hair removal. Piercing, tattooing, and massage therapy are not included.

Background: Recently, the City became aware of new cosmetology services being conducted within the City known as Microblading and micro-pigmentation. These type of services provide customers the opportunity to have semi or permanent makeup applied to their face. These types of services are licensed by the State as tattooing services. City code identifies tattooing as a conditional use in the B-2, and B-4 Districts. However, the code does not make any distinction between tattoo studio, Microblading, and micro-pigmentation.

Since Microblading and micro-pigmentation are typically tattoo techniques associated with cosmetology more than a traditional tattoo studio, staff is proposing to add a definition of a beauty shop to include facial Microblading and facial micro-pigmentation. The definition will exclude tattoo and piercing studios, and massage therapy. Included with this report is a description of Microblading and micro-pigmentation.

This amendment would allow businesses that provide cosmetology services to provide Microblading and facial micro-pigmentation without the requirement of having a conditional use permit for a tattoo studio. The Plan Commission recommended to the Common Council these changes at their November 14, 2017 meeting.

Fiscal Impact: No fiscal impact is anticipated as a result of this change.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Andrew Vickers, MPA
City Administrator

Fiscal Review by:



Bridget M. Souffrant
Finance Director/Comptroller

ORDINANCE NO. 2892

BY: _____

AN ORDINANCE TO AMEND SECTION 17.1402 OF THE MUNICIPAL CODE TO INCLUDE THE DEFINITION OF A BEAUTY SHOP.

The Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: Section 17.1402 of the Municipal Code is hereby amended to include the following:

SECTION 17.1402 SPECIFIC WORDS AND PHRASES

Beauty Shop: A commercial establishment where cosmetology services are offered which may include: hair care, skin care, nail care, licensed facial Microblading and facial micro-pigmentation, tanning, and hair removal. Piercing, tattooing, and massage therapy are not included.

SECTION 2: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this 19th day of December, 2017.

Passed and adopted this ____ day of _____, 2017.

President, Common Council

Approved this ____ day of _____, 2017.

Mayor

ATTEST:

VOTE: Ayes__ Noes _____

City Clerk

**DRAFT MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, NOVEMBER 14, 2017**

**ZONING TEXT AMENDMENT
CHAPTER 17 – ZONING ORDINANCE
DEFINITION OF BEAUTY SHOP**

Zoning Administrator/Planner Wagner provided an overview of the request (see staff report for details).

Commissioner Siepert asked what zoning this falls under. Zoning Administrator/Planner Wagner responded that beauty shops fall under B-1, B-2, B-3 and B-4. Zoning Administrator/Planner Wagner clarified that it would be allowed in all of the commercial districts. Right now, tattooing is only allowed as a conditional use in the B-2 and B-4 districts.

Zoning Administrator/Planner Wagner stated that he did a survey of surrounding areas and this is a newer service, so a lot of zoning codes don't even address this yet. The City of Oak Creek will probably be one of the first communities to identify this type of cosmetology service in their zoning code.

Commissioner Carrillo asked if the term "beauty shop" could be updated to the word "salon." Zoning Administrator/Planner Wagner stated that this is the definition that is accepted by the Planning Association so that is why they are keeping it in the code right now.. Zoning Administrator/Planner Wagner stated that the City is updating the zoning code in 2018. Chapter 17 will be revised and updated and maybe with the help of the consultant, they could find another term that identifies a beauty shop, salon or a day spa.

Commissioner Dickmann asked if dermatologists perform these services. Zoning Administrator/Planner Wagner responded he is not aware of any because they deal mostly in skin care.

Commissioner Loreck moved that the Plan Commission recommends to the Common Council that Section 17.1402 be amended to include the definition of a Beauty Shop as a commercial establishment where cosmetology services are offered which may include: hair care, skin care, nail care, licensed facial microblading and facial micro-pigmentation, tanning, and hair removal. Piercing, tattooing, and massage therapy are not included, after a public hearing. Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

TO BE PUBLISHED November 15 & 22, 2017

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a proposed amendment to Sec. 17.03170(g)(1) to reduce the front yard setback for a building from thirty feet to twenty-five feet in the Lm-1, Limited Manufacturing District.

Hearing Date: December 19, 2017
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Proposal: The proposed Code Amendment for Sec. 17.03170(g)(1) would reduce the front yard setback for a building in the Lm-1 District from thirty feet to twenty five feet.

The entire text of the proposed amendment to these sections is available for review upon request. Any person(s) with questions regarding the proposed changes may contact the City of Oak Creek at (414) 766-7000, during regular business hours (7:30 AM – 4:00 PM).

Date of Notice: November 8, 2017

CITY OF OAK CREEK COMMON COUNCIL
By: Dan Bukiewicz, Mayor

PUBLIC NOTICE

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

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 18

Recommendation: That the Council adopts Ordinance No. 2893, to repeal and recreate Section 17.03170(g)(1) of the Municipal Code to reduce the minimum setback from 30 feet to 25 feet from the right-of-way of all public streets in the Lm-1 Limited Manufacturing District.

Background: Recently, the City adopted the new zoning district Lm-1, Limited Manufacturing. The purpose of this district was to create a zoning district that would provide a mix of low-impact manufacturing, industrial, wholesaling, limited warehousing, research and development, engineering and testing, and related service facilities and uses which occur within enclosed buildings, which would not have an adverse effect upon the district in which it was located.

This zoning district was intended as a bridge between the land uses in the B-4, Highway Commercial Business District and M-1, Manufacturing District. When creating a new zoning district, staff proposed regulations such as size, setbacks, land uses. Etc. When the Lm-1 District was adopted, staff proposed using the same building setbacks that was found in the M-1 District. Not having a similar district elsewhere in the code, it was difficult to determine what the appropriate setback should be. Since that time, staff has reviewed the front setback for the Lm-1 District and evaluated the various land uses in that district as it relates to front setbacks.

Staff has determined that the 30-foot front setback, as it relates to the types of uses in the Lm-1 District, would not benefit any development being setback an additional five feet from the front lot line. By reducing the front setback to 25 feet, the City would increase the development potential of Lm-1 zoned parcels without having an adverse effect on any other districts. This change will not impact any other setback requirements. By making this change, the front setback in the Lm-1 District will match the front setback in the B-4 District.

Fiscal Impact: Although there is no direct fiscal impact with amending the Lm-1, Limited Manufacturing District, this change will provide greater flexibility for locating buildings within this district, resulting in increased development potential.

Prepared by:



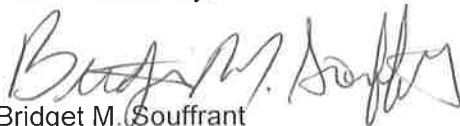
Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Andrew Vickers, MPA
City Administrator

Fiscal Review by:



Bridget M. Souffrant
Finance Director/Comptroller

ORDINANCE NO. 2893

BY: _____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 17.03170(g)(1) OF THE MUNICIPAL CODE TO REDUCE THE MINIMUM SETBACK FROM 30 FEET TO 25 FEET FROM THE RIGHT-OF-WAY OF ALL PUBLIC STREETS IN THE LM-1, LIMITED MANUFACTURING DISTRICT.

The Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: Section 17.03170(g)(1) is hereby repealed and recreated to read as follows:

There shall be a minimum setback of twenty-five (25) feet from the right-of-way of all public streets.

SECTION 2: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this 19th day of December, 2017.

Passed and adopted this _____ day of _____, 2017.

President, Common Council

Approved this _____ day of _____, 2017.

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

**DRAFT MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, NOVEMBER 14, 2017**

**ZONING TEXT AMENDMENT
CHAPTER 17.03170(g) – ZONING ORDINANCE
LM-1 DISTRICT SETBACK REQUIREMENTS**

Zoning Administrator/Planner Wagner provided an overview of the proposal (see staff report for details).

Commissioner Siepert moved that the Plan Commission recommends to the Common Council that Section 17.03170(g) be amended to reduce the building front setback from a road or right-of-way from 30 feet to 25 feet, after a public hearing. Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn. Commissioner Siepert seconded. On roll call: all voted aye. The meeting was adjourned at 6:51 p.m.

City of Oak Creek Common Council Report

Meeting Date: 12/19/2017

Item No.: 19

Communication: Attached please find the summarized Treasurer's Report for the City of Oak Creek investment and banking accounts, for the month ending October 31, 2017.

Background: I have created a monthly Treasurer's Report for the purpose of providing the City of Oak Creek Common Council and the public with the current condition of the City's treasury, to be presented at their first meeting of each month. This report summarizes the investment and banking accounts end of the month balances. It is not intended to infer available funds for general purpose spending since some funds are allocated for specific uses such as Tax Incremental Districts, large projects, distribution of tax collection to other underlying taxing jurisdictions etc.

This monthly report, along with an additional comprehensive report, is reviewed by the Finance Committee to assist with investment decisions and other financial strategies. The attached report is for the month ending October 31, 2017 and is highlighted below:

<u>Investment/Banking:</u>	<u>Beginning Bal</u>	<u>Ending Bal</u>	<u>Interest Earned</u>	<u>Rate</u>
• Tri City Bank	\$ 5,111,588.69	\$ 5,557,807.54	\$ 4,436.18	1.13167%
• DANA Investments	\$ 5,680,594.52	\$ 5,679,521.56	\$10,222.27	1.65%
• BMO Global	\$ 4,866,651.57	\$ 4,866,174.87	\$ 7,486.17	1.65%
• American Deposit	\$ 3,730,417.37	\$ 2,882,932.47	\$ 2,869.75	1.04%
• LGIP	\$ 7,005,922.32	\$ 4,800,634.36	\$ 4,849.52	1.04%
• Ehlers	<u>\$ 6,355,437.37</u>	<u>\$ 6,361,069.54</u>	<u>\$ 294.30</u>	1.1463%
• Total Treasury	\$32,750,611.84	\$30,148,140.34	\$30,158.19	
<u>Tax Collections:</u>				
• Collections at City Hall (Tax Acct 2)		\$0		
• Collections At Bank/Lockbox		\$ _____		
Total Tax Collections		\$0		0.00% of Tax Levied

Please note: I am likely unable to attend this meeting so if you have any questions please contact me.

Fiscal Impact: Presenting the monthly condition of the treasury at an open meeting of the Common Council will provide additional financial data to decision makers while enhancing transparency to the public.

Prepared by:



Barbara Guckenberger, CMTW
City Treasurer

Respectfully submitted by:



Andrew J. Vickers, M.P.A.
City Administrator

Fiscal Reviewed by:


Bridget M. Souffrant
Finance Director / Comptroller

**City of Oak Creek
Treasurer Report on Investment and Banking**

Name of Account	Beginning Balance	Additions	Subtractions	Account Ending Balance	Actual Interest Earned	Interest Rate	Percentage of Total Invested
Tri City National Bank	5,111,588.69	7,020,486.74	(6,574,267.89)				
General Fund	4,703,732.93	6,613,370.10	(6,229,019.75)	5,088,083.28			
0	-	-	-	-			
Title 125	23,217.51	51,372.65	(13,260.18)	61,329.98			
Police Credit Card	38,882.25	18,752.86	(229.81)	57,405.30			
Parks & Rec Counter Credit Card	17,860.97	2,264.50	(258.87)	19,866.60			
Tax Payment Account #2	92,351.14	-	-	92,351.14			
Parks & Rec Online Credit Card	12,980.31	1,080.00	(184.07)	13,876.24			
Health Insurance	59,568.38	275,767.86	(331,315.21)	4,021.03			
Tax Payment Account	53,382.18	-	-	53,382.18			
EMS	109,613.02	57,878.77	-	167,491.79			
DANA Investment Advisors	5,680,594.52	10,991.56	(12,064.52)	5,679,521.56	10,222.27	1.65%	18.84%
BMO Global Asset Management	4,866,651.57	7,486.17	(7,962.87)	4,866,174.87	7,486.17	1.65%	16.14%
American Deposit Management (ADM)	3,730,417.37	2,869.75	(850,354.65)				
*ADM General Account Balance	2,325.28	1.93		2,327.21	1.93		
Local Government Investment Pool (LGIP)	7,005,922.32	786,374.76	(2,991,662.72)				
*LGIP General Account Balance	3,221,230.81	784,011.35	(1,700,000.00)	2,305,242.16	2,486.11		
**Ehlers Investment	6,355,437.37	7,256.72	(1,624.55)				
	6,355,437.37	7,256.72	(2,622.19)	6,361,069.54	294.30	1.1463%	21.10%
	6,355,437.37	7,256.72	(2,622.19)	6,360,071.90			
Total Balance	32,750,611.84	7,835,465.70	(10,437,937.20)	30,148,140.34	30,158.19		

*General Account Balance shown separately and is also part of the total account listed above; although it is used for cash flow purposes, a portion may be allocated for specific purposes and not available for general purpose spending;
 Excludes Police Forfeiture Account;
 Tri City Interest is an analyzed credited from previous month earnings;
 Additions and subtractions on investment accounts may include market adjustments for realized and unrealized gains(losses) or change in accrued income, as well as interest, management fees, deposits, transfers, returned payments or withdrawals

Tax Collection Deposits

Tax Payment Account #2
 City Deposit (Counter, Drop Box, Mail)
 Gov Tech
 Credit Card
 Total Tax Payment Account #2

Tax Payment Account
 Tri City Payments (At Bank, Lockbox)

Total Tax Collection Deposits

Please note the City uses two bank accounts for tax collection; one for payments processed by the City (account #2) and the other for payments processed by our bank

Prepared for Common Council; cc Finance Committee
 Barbara Guckenberger, CMTW
 City Treasurer

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 20

RECOMMENDATION: That the Common Council approve Resolution 11880-121917, A Resolution Approving a Welfare Plan Services Agreement by and between the City of Oak Creek and Benefit Administrative Systems, LLC. For Third Party Administration of the City's Self-Funded Health Insurance Plan.

BACKGROUND: Following an RFP process conducted this past summer for new TPA services, the Common Council approved a motion to change from UMR to Benefit Administrative Systems (BAS) effective 1/1/18. The Council took this action at its September 19, 2017 meeting. The September 19, 2017 CCR outlining that TPA change noted the Council would approve the new TPA contract at a future meeting. That contract is before the Council for approval this evening.

OPTIONS/ALTERNATIVES: While BAS' TPA pricing did beat out UMR by \$60,551, the motivating force for changing TPA was more involved. The City wanted to avail itself to different vendor services to control health insurance costs moving forward. The most meaningful vendor service in terms of potential savings impact is a medical bill review solution provided by a firm called AMPS. UMR would not work with AMPS, prompting the City to issue a competitive RFP and ultimately make the change to BAS.

The new contract also incorporates 2018 costs for the City's stop loss coverage, which the City receives through Symetra. The City solicited competitive bids from 6 alternative carriers, none of which submitted because they could not compete with Symetra, or because of underwriting restrictions.

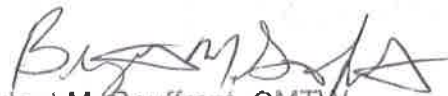
FISCAL IMPACT: As mentioned above, the savings in TPA costs for 2018 will be \$60,551. Stop loss coverage costs increased \$59,715 (14.2%). However, the City's savings with the new vendor solutions stand to be significant, but cannot be readily determined without a history of working with the new solutions.

Prepared & Respectfully Submitted by:

Fiscal Review by:



Andrew J. Vickers, M.P.A.
City Administrator



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11880-121917

BY: _____

RESOLUTION APPROVING A WELFARE PLAN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF OAK CREEK AND BENEFIT ADMINISTRATIVE SYSTEMS, LLC FOR THIRD PART ADMINISTRATION OF THE CITY'S SELF-FUNDED HEALTH INSURANCE PLAN

WHEREAS, the City offers health insurance benefits for eligible active employees and retirees through its own self-funded health insurance plan and;

WHEREAS, as is normal and customary for self-funded health insurance plans, the City utilizes a Third Party Administrator (TPA) to administrator the health plan and;

WHEREAS, after a competitive bidding process, the Common Council passed a motion to approve Benefit Administrative Systems, LLC as its new TPA effective January 1, 2018;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the attached Welfare Plan Services Agreement is hereby accepted and approved.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute the Welfare Plan Services Agreement on behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2017.

Passed and adopted this 19th day of December, 2017.

President, Common Council

Approved this 19th day of December, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

WELFARE PLAN SERVICES AGREEMENT

This Welfare Plan Services Agreement is made and entered into as of this 1st day of January 2018, by and between Benefit Administrative Systems, LLC, an Illinois limited liability company ("BAS"), and City of Oak Creek, a Municipality ("Plan Sponsor").

WHEREAS, the Plan Sponsor has established a welfare benefit plan (the "Plan") for certain of its employees/retirees (and their dependents if included by the Plan Sponsor) ("Covered Member") that includes medical benefits; and

WHEREAS, the Plan Sponsor has requested BAS to provide certain services with respect to the Plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE 1

TERM

1.01 Effective Date and Term. This Agreement shall be effective on January 1, 2018 ("Effective Date") and shall continue for a term of one year unless terminated earlier pursuant to Article 14 of this Agreement. (Hereinafter, every reference to a specific Article or Section shall be to such Article or Section of this Agreement.)

1.02 Renewal. This Agreement shall renew on the anniversary of the Effective Date upon written agreement by the Plan Sponsor and BAS ("Renewal Agreement") and shall continue for a term of twelve (12) months following such anniversary date unless terminated earlier pursuant to Article 14.

ARTICLE 2

PLAN SPONSOR RESPONSIBILITIES

2.01 Authority of Plan Sponsor. The Plan Sponsor, or such other individual, entity or committee appointed by the Plan Sponsor, shall control and manage the operation and administration of the Plan. The Plan is not subject to the Employee Retirement Income Security Act of 1974.

2.02 Appointment of BAS. The Plan Sponsor hereby appoints BAS to act on its behalf as its agent in providing certain services in connection with the Plan, but only as this Agreement provides or as mutually agreed in writing by the Plan Sponsor and BAS. The Plan Sponsor shall establish a framework of policies, interpretations, rules, practices and procedures within which BAS shall provide services. In providing services to the Plan, BAS shall have no power or authority to alter, modify or waive any terms or conditions of the Plan or to waive any breach of the terms or conditions of the Plan.

2.03 Liability for Medical Plan Benefits and Insurance. The Medical Plan benefits under the Plan (as defined in Section 3.01(a)) that are funded with contributions by the Plan Sponsor and, if elected by the Plan Sponsor, its members, are the sole liability of the Plan Sponsor. BAS has no liability with respect to funding such benefits and, therefore, the Plan Sponsor shall never represent that BAS “insures,” “underwrites” or “guarantees” Medical Plan benefits. Insurers issuing medical stop-loss insurance or group life, or disability or any other type of welfare benefit insurance shall be solely liable for reimbursement to the Plan Sponsor and for benefits payable to Covered Members. (Every reference to “Covered Members” shall include covered dependents of Covered Members if such dependents are covered under the benefit plan.) Neither BAS nor the Plan Sponsor has any liability with respect to funding such reimbursement or benefits due from insurers.

ARTICLE 3 **MEDICAL CLAIM PROCESSING**

3.01 Claim Processing Services. In providing processing services for claims for benefits under the Medical Plan (“Medical Claims”), BAS agrees to:

- (a) Establish a plan testing procedure to ensure that deductibles and other Medical Plan parameters are correctly entered in the claims adjudication system. (The term “Medical Plan” or “Medical Services” shall include medical, dental, vision, and short term disability and or services if such benefits are elected by the Plan Sponsor as selected on Schedule A under Claim Administration.);
- (b) Maintain member eligibility information based on information provided by the Plan Sponsor;
- (c) Notify new enrollees about the impact of prior coverage on their pre-existing condition limitation and contacting prior plans to acquire certificates;
- (d) Provide identification cards and claim forms to Covered Members and certify eligibility for Medical Plan benefits when requested;
- (e) Verify eligibility of Covered Members when claims are presented;
- (f) Adjudicate claims of Covered Members in accordance with applicable Medical Plan provisions. BAS shall establish a level of maximum payment authority for individual claims adjusters that is appropriate for each adjuster’s training and experience;
- (g) Enforce the usual and customary limitations on Medical Plan expenses. BAS shall use tables installed in the claims processing

software to enforce the usual and customary limitations for all procedures and charges;

- (h) Seek approval from the Plan Sponsor for any claim payment that is made as an exception to the applicable provisions of the Medical Plan;
- (i) Coordinate Medical Plan benefits with other health plans, including Medicare;
- (j) Provide the ancillary medical claim services selected by the Plan Sponsor as described on Schedule A. In order to provide such ancillary medical claim services, BAS may enter into subcontracts with ancillary service providers under which BAS may undertake certain duties and obligations with respect to such ancillary medical claim services. With respect to a separately stated fee charged to the Plan Sponsor for an ancillary medical claim service, BAS may retain a portion of such fee for discharging its duties and obligations, with the remainder paid to the ancillary medical claim service provider pursuant to the subcontract between BAS and the ancillary medical claim service provider.
- (k) Pay claims to the Covered Member or his/her assignee (hospital, physician or other health service provider) and issue to the Covered Member and provider of Medical Services an explanation of benefits with each claim payment;
- (l) BAS will make members of its staff available so that the Plan Sponsor and its participating members may contact BAS regarding claims;
- (m) BAS will provide national toll-free telephone access;
- (n) BAS will provide any necessary information needed for filing with the U.S. Department of Labor and/or Internal Revenue Service, and will prepare and file Form 1099 MISC for service providers;
- (o) BAS will provide services to assist the Plan Sponsor in complying with the requirements of the New York Health Care Reform Act of 1996 (HCRA) on a monthly or annual basis, with the requirements of the Uncompensated Care Pool surcharge administered by the Division of Health Care Finance and Policy of the Commonwealth of Massachusetts and with the requirements of the Mississippi Comprehensive Health Insurance Risk Pool Association.

- (p) Notify any Covered Member whose claim is denied regarding the reasons for such denial. BAS shall notify the Covered Members of his/her right to have the denial reviewed as required. BAS shall assist the Plan Sponsor in the claim appeals procedure by providing all pertinent information about the claim. However, the Plan Sponsor shall be solely responsible for determining whether a Covered Member will receive Medical Plan benefits;
- (q) Consult with the Plan Sponsor or legal counsel designated by the Plan Sponsor regarding Medical Claim matters that are disputed or beyond the ordinary. In the defense of any legal action on a claim for benefits, BAS will provide the Plan Sponsor and its legal counsel with all pertinent information regarding the disputed claim, including the basis for its denial. However, BAS shall have no obligation to defend any legal action involving Medical Claims. The Plan Sponsor has the responsibility to make the final determination as to whether a Covered Member will receive Medical Plan benefits; and
- (r) Maintain records relating to adjudication and payment of Medical Claims.

3.02 Technical Claims Support. BAS agrees to maintain and utilize technical claims support through a qualified member or a medical consultant.

3.03 Claims Adjudication Manual. BAS agrees to maintain and utilize a claims adjudication procedures manual.

3.04 Technical Training. BAS agrees to maintain and utilize an advanced technical training program for its claim adjusters.

3.05 Surgical Claims Processing. BAS agrees to maintain and utilize formal procedures for surgical claims processing that will include instructions with regard to:

- (a) Recognition of experimental and/or cosmetic procedures;
- (b) Determination of medical allowance in accordance with multiple surgery guidelines;
- (c) Detection and response to an "unbundling" situation;
- (d) Determination of medical necessity in accordance with generally accepted medical practice on a national basis;
- (e) Surgeries with no usual and customary allowances; and

- (f) Anesthesia, assistant surgery and co-surgeon guidelines.

3.06 Subrogation Recovery. BAS agrees to review all medical claims for possible subrogation recovery from third party tortfeasors, and where there is possible recovery, BAS agrees to:

- (a) Obtain an executed subrogation agreement from all claimants, file liens where appropriate, and withhold payment of claims until an executed subrogation agreement is received, unless forced to pay by court order and pursue collections under the subrogation agreement.
- (b) Maintain a log of the status of all subrogation cases and investigate any change in status of such cases at least every three months. At the Plan Sponsor's request, BAS shall give the Plan Sponsor a report on the status of all subrogation cases.

3.07 Quality Standards. BAS agrees that in processing Medical Claims it shall meet or exceed the following quality standards that will be measured each month by an audit of a statistically-valid random test sample to a ninety five percent (95%) confidence level, plus or minus five percent (5%) ("Test Sample"):

- (a) Financial accuracy standard of ninety-nine percent (99%). The financial accuracy standard is a ratio, expressed as a percentage of a Test Sample, the numerator of which is the total claim dollars paid correctly (that is, paid in accordance with every applicable provision of the Medical Plan, excluding amounts paid incorrectly whether underpayment or overpayment) and the denominator of which is the total claim dollars in the Test Sample.
- (b) Claim procedural accuracy of ninety percent (90%). The claim procedural accuracy standard is a ratio, expressed as a percentage of a Test Sample, the numerator of which is the number of medical claim transactions processed correctly in every procedural aspect and the denominator of which is the total number of claim transactions in the Test Sample. For the purposes of this subsection (b) and subsection (c) immediately below, "claim transaction" is defined as the claim documentation and processing relating to the issuance of one explanation of benefits.
- (c) Claim payment accuracy of ninety-five percent (95%). The claim payment accuracy standard is a ratio, expressed as a percentage of a Test Sample, the numerator of which is the number of medical claim transactions processed for the correct amount and

the denominator of which is the total number of claim transactions in the Test Sample.

- (d) Penalty for underperformance. For each one full percentage point (1%) under the performance standards in subsections (a), (b) and/or (c) above, the Plan Sponsor shall receive a two percent (2%) credit against the Medical Administrative Fee set forth in Schedule B due for the month for which the audit was performed. Such credit shall be subject to an aggregate maximum of fifty percent (50%) of the total Monthly Services Administrative Fee due for such month. As an example, if an audit disclosed a claim payment accuracy of ninety four percent (94%) and a financial accuracy of ninety eight percent (98%), Plan Sponsor would receive a credit of four percent (4%) for the Monthly Services Administrative Fee due for the month in which the audit was performed. BAS shall receive no credit for exceeding the quality standards in subsections (a), (b) and (c) above.

3.08 Turn Around Standard. BAS agrees to process all Medical Claims for which all required data is received, and no pending or follow-up is required, within fourteen (14) business days of receipt ("Turn Around Standard").

- (a) Measurement. Measurement of the Turn Around Standard shall be based on a claim turn around time report that BAS will provide to the Plan Sponsor on a monthly basis. The Plan Sponsor may, at its option, contract with an independent third party or use its internal accounting staff to audit this report at BAS' office during regular business hours, provided the Plan Sponsor gives BAS fourteen (14) business days' prior written notice of the requested audit.
- (b) Penalty for underperformance. For every two full days in excess of the Turn Around Standard, the Plan Sponsor shall receive a two percent (2%) credit against the Medical Administrative fees set forth in Schedule B due for the month for which the report is delivered. Such credit shall be subject to an aggregate maximum of fifty percent (50%) of the total fees set forth in Schedule B due for the month for which the report is delivered. Such credit will be applied against monthly billings subsequent to the findings in the event that there are no subsequent billings, such penalty will be paid in the form of a check to the Plan Sponsor. The aggregate maximum credit under this subsection (b) is separate from and independent of the aggregate maximum credit against the Monthly Services Administrative Fee in Section 3.07(d).

3.09 Medical Plan Design. BAS shall assist Plan Sponsor in designing its Medical Plan and preparing Medical Plan documents and changes thereto.

3.10 Funding Medical Benefit Payments.

- (a) BAS Medical Claims Fund Account. Plan Sponsor may fund Medical Claims through the BAS Medical Claims Fund Account. Plan Sponsor agrees to fund its account in the BAS Medical Claims Fund Account on such basis and in such amount so that BAS shall be able to release all checks drawn for Medical Claims.
- (b) Plan Sponsor Medical Claims Fund Account. If the Plan Sponsor does not elect to fund Medical Claims through the BAS Medical Claims Fund Account as described in Section 3.10 (a), the Plan Sponsor shall establish a Plan Sponsor Medical Claims Fund Account ("Plan Sponsor Fund Account"). The Plan Sponsor agrees to maintain a positive balance in such Plan Sponsor Fund Account at all times and to:
 - (1) Deposit into the Plan Sponsor Fund Account on a weekly basis an amount sufficient to enable BAS to release all checks drawn on the Plan Sponsor Fund Account then being held by BAS;
 - (2) Institute check tracing for missing checks. The Plan Sponsor shall issue stop payment orders on outstanding checks that are missing, notifying BAS of such stop payment so that BAS can issue a replacement check; and
 - (3) Reconcile the Plan Sponsor Fund Account on a monthly basis.

3.11 Reports. BAS agrees to prepare and provide the Plan Sponsor with access to the reports listed on Schedule C and, if requested, will provide to the Plan Sponsor with those reports.

ARTICLE 4

COBRA/HIPAA ADMINISTRATIVE SERVICES

4.01 COBRA Administrative Services. If elected by the Plan Sponsor, BAS agrees to administer a plan of health, dental, vision, and/or flexible spending benefit coverage required by the Consolidated Omnibus Budget Reconciliation Act for Covered Employees whose health, dental, vision and/or flexible spending benefit coverage under the Medical Plan is terminated ("COBRA Plan"). In administering the COBRA Plan, BAS

agrees to:

- (a) Forward the COBRA and IMRF election notice via first class mail to the Qualified Beneficiary advising him or her of their continuation option and contribution required if indicated on Schedule A.
- (b) Process elections received and notify the Plan Sponsor of an eligible individual's continuation election or rejection;
- (c) Bill qualified beneficiaries monthly for continuation coverage charges;
- (d) Collect and record coverage charges;
- (e) Remit coverage charges to the Plan Sponsor, if applicable;
- (f) Notify qualified beneficiaries of coverage charge changes;
- (g) Notify qualified beneficiaries upon the termination of continuation coverage;
- (h) Notify the Plan Sponsor of continuation coverage termination events that are reasonably within its responsibilities to know, such as failure of a qualified beneficiary to pay coverage charges within the grace period and expiration of the continuation period with respect to a qualified beneficiary;
- (i) Notify qualified beneficiaries of any conversion options; and
- (j) Provide the Plan Sponsor with records of all relevant transactions.

4.02 Responsibilities of the Plan Sponsor

- (a) Review and approve the COBRA rates
- (b) Report termination and qualifying event

4.03 Claim Processing and Other Services. The COBRA Plan benefits and claims shall be treated under this Agreement the same as benefits and claims under the Medical Plan.

4.04 HIPAA Certification of Creditable Coverage. If elected by the Plan Sponsor, BAS agrees to maintain records that will permit issuance of certificates of creditable coverage as required by the Health Insurance Portability and Accountability

Act ("HIPAA") and to issue such certificates.

4.05 Reports. BAS agrees to prepare and provide the Plan Sponsor with access to the reports listed on Schedule C and, if requested, will provide to the Plan Sponsor with those reports.

ARTICLE 5
FLEXIBLE SPENDING ACCOUNT SERVICES

5.01 Flexible Spending Account Administrative Services. If elected by the Plan Sponsor, BAS agrees to administer the plan. In administering the Flexible Spending Plan, BAS agrees to:

- (a) Design a Cafeteria Plan Document, Dependent Care Assistance Plan and Medical Reimbursement Plan to be reviewed by BAS and the Plan Sponsor's legal counsel.
- (b) Design a Summary Plan Description to be distributed to each plan participant.
- (c) Provide the Plan Sponsor election forms to be used during the enrollment process.
- (d) Process initial enrollment forms and revocation forms to initiate the administration function.
- (e) Prepare confirmation letters to employees to verify elections.
- (f) Provide each participant with a Reimbursement Claim Booklet and instructions for filing claims.
- (g) Provide reimbursement checks to the employees.
- (h) Provide forms to the Plan sponsor for use by the Plan Sponsor in communicating participant terminations and changes of family status.
- (i) Present information seminars to the Plan Sponsors employees

5.02 Responsibilities of the Plan Sponsor

- (a) Review and approve the Cafeteria Plan Document and Summary Plan Description from the Plan Sponsor's legal counsel.
- (b) Report participant terminations and changes of family status to

BAS.

- (c) Reconciliation of payroll amount redirected to the Cafeteria Plan based on reports provided each month by BAS.
- (d) Initiate any action required in the event the plan(s) become discriminatory.

5.03 Funding Flexible Spending Benefit Payment

- (a) BAS Flexible Spending Claims Fund Account. Plan Sponsor may fund Claims through the BAS Flexible Spending Claims Fund Account. Plan Sponsor agrees to fund its account in the BAS Flexible Spending Claims Fund Account on such basis and in such amount so that BAS shall be able to release all checks drawn for Flexible Spending Claims.
- (b) Plan Sponsor Flexible Spending Claims Fund Account. If the Plan Sponsor does not elect to fund Flexible Spending Claims through the BAS Flexible Spending Claims Fund Account as described in Section 5.04 (a), the Plan Sponsor shall establish a Plan Sponsor Flexible Spending Claims Fund Account ("Plan Sponsor Fund Account"). The Plan Sponsor agrees to maintain a positive balance in such Plan Sponsor Fund Account at all times and to:
 - (1) Deposit into the Plan Sponsor Fund Account on a weekly basis an amount sufficient to enable BAS to release all checks drawn on the Plan Sponsor Fund Account then being held by BAS;
 - (2) Institute check tracing for missing checks. The Plan Sponsor shall issue stop payment orders on outstanding checks that are missing, notifying BAS of such stop payment so that BAS can issue a replacement check; and

Reconcile the Plan Sponsor Fund Account on a monthly basis.

5.04 Reports BAS agrees to prepare and provide the Plan Sponsor with access to the reports listed on Schedule C and, if requested, will provide to the Plan Sponsor with those reports.

ARTICLE 6
WEB-BASED SERVICES

6.01 Web-Based Services. BAS services include a web-based product that provides 24/7 customer service that is encrypted and secured with personal log-ins and passwords.

- (a) **Benefit Manager**
 - (1) **Employees can:**
 - i. Request I.D. cards, Certificates of Creditable Coverage and Address Change.
 - ii. View paid claims history, Explanation of Benefits, Employee and Dependent profiles, Schedule of Benefits, and Plan Documents.
 - iii. Link to PPO Networks, Prescription Card Vendors and General Health Information.
 - (2) **Employers can:**
 - i. Request termination of employee or dependent for all coverages.
 - ii. Customize their Home Page and add links and text specific to your employees.
 - iii. Enroll new members and modify coverage.
 - iv. Update member demographics (i.e. address, phone, etc.)
- (b) **Benefit Manager Platinum (if selected)**
 - (2) **Online Benefit Enrollment**
 - (3) **Employee Benefit Selection**
 - (4) **On-line Data Changes**
 - (5) **Census Reporting**
 - (6) **Data Import / Export**
 - (7) **Annual Employee Compensation Statements**

- (c) Benefit Analyzer
 - (1) Benefit Analyzer is a real-time reporting system accessible by the Health Plan Sponsor and its Broker/Consultant. This on-line management information service provides analysis of health benefits plan performance with the added ability to benchmark and organize health patterns to identify opportunities for plan improvements.

ARTICLE 7

MEDICAL STOP LOSS INSURANCE SERVICES

7.01 Bid Specifications. If requested by the Plan Sponsor or the Plan Sponsor's broker, BAS shall prepare bid specifications for medical stop-loss insurance for submission to various insurance companies. The medical stop-loss insurance will reimburse the Plan Sponsor (rather than the Plan) for medical claims in excess of selected attachment point(s).

7.02 Submission to Insurers. BAS shall submit bid specifications prepared at the Plan Sponsor's request, or at the request of the Plan Sponsor's broker, to insurers and/or managing general underwriters that have authority to bind one or more insurers that BAS believes will provide suitable bids. The Plan Sponsor shall review and specifically approve in writing any disclosure form that is submitted to a prospective insurer. The number of insurers to which BAS will submit bid specifications is small when compared with the total number of insurers issuing medical stop-loss insurance. BAS selects this small number of insurers for many reasons including the size and rating of the insurer, BAS' claim paying experiences with the insurer and other factors relevant to the suitability of the insurer. The amount of compensation described in Section 7.03 that BAS receives may vary depending on which insurer is selected.

7.03 Compensation to BAS. BAS and/or the Plan Sponsors Broker may receive a commission from the issuing insurer upon the placement of the medical stop-loss insurance. BAS may receive a contingent commission dependent on volume and persistency of the premium, but not dependent on the loss ratio of the coverage.

7.04 Submission of Stop-Loss Claims. BAS agrees to submit claims to and attempt to obtain reimbursement from the Plan Sponsor's medical stop-loss insurer whether or not BAS placed such stop-loss insurance and was compensated for such placement.

ARTICLE 8
NON-MEDICAL INSURANCE SERVICES

8.01 Bid Specifications. If requested by the Plan Sponsor or the Plan Sponsor's broker, BAS shall prepare bid specifications for group term life, short-term or long-term disability and/or other welfare benefit coverages for the Covered Employees ("Life/Disability Coverage").

8.02 Submission to Insurers. BAS shall submit bid specifications prepared at the Plan Sponsor's request, or at the request of the Plan Sponsor's broker, to insurers and/or managing general underwriters that have authority to bind one or more insurers that BAS believes will provide suitable bids. The Plan Sponsor shall review and specifically approve in writing any disclosure form that is submitted to a prospective insurer. The number of insurers to which BAS will submit bid specifications is small when compared with the total number of insurers issuing Life/Disability Coverage. BAS selects this small number of insurers for many reasons including the size and rating of the insurer, BAS' claim paying experiences with the insurer and other factors relevant to the suitability of the insurer. The amount of compensation described in Section 8.04 that BAS receives may vary depending on which insurer is selected.

8.03 Premium Billing and Collection. If requested by Plan Sponsor, BAS shall prepare premium invoices, assist in collecting such premium and remit to insurer providing the Life/Disability Coverage.

8.04 Compensation to BAS. BAS and/or the Plan Sponsors Broker may receive a commission from the issuing insurer upon the placement of the Life/Disability Coverage. The commission will be a percentage of premium paid to the insurer. BAS may receive a contingent commission and may be dependent on volume and persistency of the premium, but not dependent on the loss ratio of the coverage.

ARTICLE 9
COMPENSATION

9.01 Compensation. For services performed pursuant to this Agreement, Plan Sponsor agrees to pay, or acknowledge that compensation/fees may be received as follows:

- (a) For medical claim processing services including any ancillary medical claim services described in Article 3, the compensation/fees to BAS are set forth in the attached Schedule B.
- (b) For COBRA/HIPAA Administrative Services described in Article 4, compensation/fees to BAS are set forth in Schedule B.

- (c) For Flexible Spending Administrative Services described in Article 5, compensation/fees to BAS are set forth in Schedule B.
- (d) For Medical Stop-Loss Insurance Services described in Article 7.
- (e) For Non-medical Insurance Services described in Article 8.
- (f) BAS will provide an invoice as of the first business day of each month reflecting fees as described in Schedule B. Payment must be received by the 15th day of that calendar month (or the next business day if the 15th is not a business day) to avoid late payment charges by vendors.

9.02 Initial Administrative and Annual Set-Up Fees. The Plan Sponsor agrees to pay an initial administrative service fee during the first year of this Agreement set forth in Schedule B. The Plan Sponsor also agrees to pay an annual set up fee set forth in Schedule B to cover the cost of setting up records; designing and printing identification cards; and preparing the summary plan description and plan document.

9.03 Printing Cost. Except as otherwise agreed with BAS, the Plan Sponsor agrees to pay the cost of printing and distributing all summary plan descriptions, plan documents and all notices given to Covered Members.

9.04 Plan Sponsor's Broker. Some Plan Sponsors utilize a broker to place coverage for its Plan. A Plan Sponsor utilizing such broker agrees that such broker may receive compensation in connection with its Plan.

9.05 Other Services. Fees for services or supplies not referenced in this Agreement will be based on the time and materials required or charges incurred for services performed by outside vendors. Fees not specifically cited in this Agreement may be paid to BAS in relation to vendor services which require BAS administrative support.

9.06 Adjustment of Compensation. As set forth in Sections 1.02, this Agreement may be renewed as of the anniversary of the Effective Date pursuant to a Renewal Agreement between the Plan Sponsor and BAS. Such agreement to renew this Agreement shall include all Schedules that will be effective during such renewal period.

ARTICLE 10 **INDEMNIFICATION AND INSURANCE**

10.01 Indemnification of Plan Sponsor. BAS agrees to indemnify and hold the Plan Sponsor harmless from any and all costs, claims, demands, liabilities and damages (including attorney's fees) of whatever nature that may be imposed upon, incurred by

or asserted against the Plan Sponsor by reason of the negligence of BAS or its employees in providing any of its services under this Agreement.

10.02 Indemnification of BAS. Plan Sponsor agrees to indemnify and hold BAS harmless from any and all costs, claims, demands, liabilities and damages (including attorney's fees) of whatever nature (including any tax or similar assessment, state or federal, that is the liability of the Plan or Plan Sponsor) that may be imposed upon, incurred by or asserted against BAS at any time by reason of its services under this Agreement. Plan Sponsor shall have no obligation to indemnify and hold BAS harmless from any costs, claims, demands, liabilities and damages (including attorneys' fees) resulting from the negligence of BAS or its employees.

10.03 Notice of Claim. As soon as reasonably possible, but in no event subsequent to thirty (30) calendar days after receipt by an indemnified party hereunder of written notice of any demand, claim or circumstances which, upon the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (a "Claim") that may result in a loss, such indemnified party shall give written notice thereof ("Claims Notice") to the indemnifying party. The Claims Notice shall describe the Claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the loss that has been or may be suffered by such indemnified party. The failure of the indemnified party to give the Claims Notice within the time provided for herein shall not affect the indemnifying party's obligation under this Article 10, except if, and then only to the extent that, such failure materially prejudices the indemnifying party or its ability to defend such Claim.

10.04 Opportunity to Defend. Within thirty (30) calendar days of receipt of any Claims Notice given pursuant to Section 10.03 the indemnifying party shall notify the indemnified party in writing of the acceptance of or objection to the Claim and whether the indemnifying party will indemnify the indemnified party and defend the same at the expense of the indemnifying party with counsel selected by the indemnifying party (who shall be approved in writing by the indemnified party, such approval not to be unreasonably withheld); provided, however, that the indemnified party shall at all times have the right to engage its own counsel and fully participate in the defense of the Claim at its own expense or, as provided hereinbelow, at the expense of the indemnifying party. Indemnified party shall fully cooperate in the defense of the Claim by the indemnifying party. Failure by the indemnifying party to object in writing within such thirty (30) day period shall be deemed to be acceptance of the Claim by the indemnifying party. In the event that that indemnifying party objects to a Claim within said thirty (30) calendar days or does not object but fails to defend the Claim, the indemnified party shall have the right, but not the obligation, to undertake the defense, and to compromise and/or settle (in exercise of reasonable business judgment) the Claim, all at the risk and expense (including, without limitation, reasonable attorneys' fees and expense) of the indemnifying party. Except as provided in the preceding sentence, the indemnified party shall not compromise and or settle any Claim without

the prior written consent of the indemnifying party. If the Claim is one that cannot by its nature be defended solely by the indemnifying party, the indemnified party shall make available all information and assistance that the indemnifying party may reasonably request; provided, however, that any associated expense shall be paid by the indemnifying party.

10.05 Survival. Sections 9.01 through 9.04 shall survive the expiration or termination of this Agreement.

10.06 Fidelity Bond. BAS shall maintain in force a fidelity bond in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence and in the annual aggregate, which bond provides protection to the Plan for loss by reason of acts of fraud or dishonesty. If requested, BAS shall cause the issuer of the fidelity bond to deliver to Plan Sponsor evidence of the existence of such bond, and shall cause such issuer to give thirty (30) calendar days' written notice prior to cancellation of, or any material change in, the bond.

10.07 Liability Policy. BAS shall maintain in force an errors and omissions liability policy in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence and in the annual aggregate, providing for indemnification of the Plan and/or Plan Sponsor for any loss arising as a result of any actual or alleged negligence on the part of officers, agents or employees of BAS in any aspect of the performance of BAS' services under this Agreement. If requested, BAS shall cause the insurer of the liability policy to deliver to Plan Sponsor evidence of the existence of such policy, and shall cause the insurer to give thirty (30) calendar days' written notice prior to the cancellation of, or any material change in, the policy.

ARTICLE 11 ARBITRATION

11.01 Agreement to Arbitrate. Any dispute, controversy or claim arising out of or relating to this Agreement or the performance by the parties of its terms will be settled by binding arbitration held at a location to be mutually agreed upon by the parties in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, with the express stipulation that the arbitrator shall strictly abide by the terms of this Agreement and shall strictly apply rules of law applicable thereto. The interpretation and enforceability of this Article 11 will be governed exclusively by the Federal Arbitration Act.

11.02 Arbitration Panel. There will be a panel of three (3) arbitrators, one of whom will be selected by BAS, one of whom will be selected by the Plan Sponsor, and the third of whom will be mutually selected by the arbitrators selected by BAS and the Plan Sponsor. In the event that such third arbitrator is not selected within fifteen (15) days after the selection of the second arbitrator, the third shall be selected by the American Arbitration Association. All arbitrators must have substantial experience in

the third party health claims administration industry.

11.03 Judgment on Award. Judgment upon the award rendered by the arbitrators may be entered in any court having in personam and subject matter jurisdiction.

11.04 Pendency of Arbitration. The fact that the dispute resolution procedures specified in this Article 11 have been or may be invoked will not excuse either party from performing its obligations under this Agreement, and during the pendency of any such procedure all parties must continue to perform their respective obligations in good faith. All applicable statutes of limitation will be tolled with respect to the subject matter of the dispute while the procedures specified in this Article 11 are pending. The parties will take such action, if any, required to effectuate such tolling.

11.05 Survival. This Article 11 shall survive the expiration or termination of this Agreement.

ARTICLE 12 **REGULATORY COMPLIANCE**

12.01 Compliance. BAS shall comply with all applicable statutes, ordinances, rules and regulations of any and all federal, state and municipal regulatory authorities in the conduct of its business and in the performance of its obligations under this Agreement.

12.02 Licensing. Where required by state law, BAS shall hold a certificate of registration or license as an administrator and/or as an insurance producer issued by the department of insurance or other regulatory body.

ARTICLE 13 **CONTRACTUAL RELATIONSHIP**

13.01 Independent Contractor. The only relationship between BAS and Plan Sponsor is the contractual relationship established by this Agreement. BAS' relationship with Plan Sponsor shall be that of an independent contractor and nothing in this Agreement shall be construed as creating the relationship of employer and employee between Plan Sponsor and officers or employees of BAS or the relationship of a partnership or a joint venture between the parties. Plan Sponsor shall exercise no control whatsoever over the hours, office location, rentals, staff of employees or manner of performance of duties hereunder except insofar as herein provided.

13.02 Limitation of Authority and Control. BAS' power or authority shall extend no further than is expressly stated in this Agreement and no power or authority shall be implied from the granting or denial of power specifically mentioned herein.

ARTICLE 14
EXPIRATION AND TERMINATION

14.01 Expiration. This Agreement shall expire at the end of twelve (12) months following the Effective Date of this Agreement, or at the end of twelve (12) months following subsequent anniversaries of the Effective Date if this Agreement is renewed for a period of twelve (12) months pursuant to a Renewal Agreement between the Plan Sponsor and BAS.

14.02 Termination. This Agreement shall terminate upon written notice given by either party on the occurrence of any of the following events:

- (a) A material breach of the terms of this Agreement by either party, which includes Plan Sponsor's failure to fully fund either the BAS Medical Claims Fund Account or the Plan Sponsor Fund Account in accordance with Article 3, 3.10 a & b or to pay BAS the compensation/fees described in Schedule B, if such material breach is not corrected within ten (10) calendar days of receipt by the breaching party of written notice specifying the nature of the breach;
- (b) The bankruptcy, insolvency or dissolution of Plan Sponsor or BAS;
or
- (c) The enactment of any law or promulgation of any regulation or action of any state or federal agency that declares illegal the continuance of this Agreement or the performance of any of the services of the parties hereunder.

BAS requires written notice of termination 30 days prior to renewal. If written notice of termination is not received 30 days prior to renewal, the plan sponsor will incur a fee equal to three (3) month's TPA fees as illustrated in the Schedule B attached hereto.

Early Termination (defined as earlier than 30 days prior to renewal) will incur a fee equal to three (3) month's TPA fees as illustrated in the Schedule B attached hereto.

If no Run-off Services are provided, BAS will charge \$2,500.00 for our Standard Termination Reporting Package.

14.03 Run-off Services. If requested, BAS will provide services under this Agreement for a "run-off period" not to exceed twelve months (12) following the date of termination or expiration ("Run-Off Services"). BAS shall charge an administrative service fee of the current claims fee multiplied by four (4) months multiplied by the Covered Employees on the expiration or termination date. This fee shall be paid in

advance for the Run-Off Services. All applicable provisions of this Agreement shall remain in effect with respect to the Run-Off Services notwithstanding the expiration or termination of this Agreement. Run-off Service fees may be charged from PPO vendors to utilize their services for discounts on claims.

14.04 Final Accounting and Plan Funds. Upon termination of this Agreement, BAS shall within thirty (30) calendar days after the date of termination prepare, complete and deliver the final accounting records and report as of the date of termination, the financial status of the Plan to the Plan Sponsor. In the event that a run-off period is elected according to the provisions of the previous paragraph, said thirty (30) calendar day period shall be extended commensurate with the length of the run-off period.

14.05 Turn Over of Books and Records. All books and records in possession of BAS pertaining to the administration of the Plan, all benefit files and all reports and other papers pertaining to the Plan shall be retained by BAS for a period of six (6) years (or longer if required by law) after which they shall be returned to the Plan Sponsor if so requested, at Plan Sponsor's expense. However, BAS shall provide copies of any books and records in either electromagnetic or hard copy when requested by the Plan Sponsor, at the Plan Sponsor's expense. BAS shall at the time of final accounting deliver any funds of the Plan in its possession or control to the Plan Sponsor.

14.06 Subrogation. Upon termination or expiration of this Agreement said 20% Recovery fee will increase to 30% of recovery. This would apply to any recovery made after the termination or expiration date of this Agreement.

ARTICLE 15 **TRADEMARKS AND SERVICE MARKS**

15.01 Nonuse. Neither party will use the name, symbols, trademarks, or service marks of the other party in advertising or promotional materials or otherwise, except as expressly authorized in this Agreement or with the prior written consent of the other party.

15.02 Authorization. BAS hereby authorizes the Plan and the Plan Sponsor to use BAS' name and all symbols, trademarks, and service marks presently existing or hereafter established with respect to BAS to the extent that it is deemed necessary or prudent to adequately notify Covered Members of the effect and operation of the services provided by BAS pursuant to this Agreement.

15.03 Cessation of Usage. Both parties will cease any and all usage of the other party's name, symbols, trademarks and service marks immediately following the termination or expiration of this Agreement.

16.08 Nonwaiver. The rights of each party to this Agreement to enforce any provisions hereof shall not be affected by its prior failure to require performance of that provision or any other provision by any other party, nor shall any right be deemed to have been waived unless the waiver thereof be in writing and signed by the parties making such waiver.

16.09 No third party beneficiaries. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to give any person other than the parties hereto, their permitted successors and assigns, any legal or equitable right, remedy or claim under this Agreement.

16.10 Assignment. BAS may assign or transfer this Agreement and its rights and obligations hereunder without the written consent of Plan Sponsor, provided that (i) the assignee agrees in writing to assume and fully perform all of the terms and provisions of this Agreement and (ii) such assignment is incident to a sale of substantially all of the assets and business of BAS whereupon BAS shall be released from further liability.

16.11 Subcontracting. Plan Sponsor acknowledges and agrees that BAS may enter into contracts with service providers for service hereunder without approval by the Plan Sponsor.

16.12 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter of this Agreement, and this Agreement, including all Schedules and Exhibits attached hereto, contains the sole and entire agreement between the parties with respect to the subject matter hereof.

16.13 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of the parties as of the day and year first above written.

CITY OF OAK CREEK
("Plan Sponsor")

By: _____

Title: _____

Attest: _____

Date: _____

BENEFIT ADMINISTRATIVE SYSTEMS, LLC
("BAS")

By: _____

Title: _____

Attest: _____

Date: _____

Administrative & Ancillary Services:

SCHEDULE A

Administrative Services:	
<u>Claims Administration</u>	
<input checked="" type="checkbox"/>	Medical
<input type="checkbox"/>	Dental
<input type="checkbox"/>	Vision
<input type="checkbox"/>	Short Term Disability
<u>Funding</u>	
<input type="checkbox"/>	BAS Medical Fund Account
<input checked="" type="checkbox"/>	Plan Sponsor Medical Claims Fund Account
<u>COBRA</u>	
<input type="checkbox"/>	Yes - With Initial Notification
<input type="checkbox"/>	Yes - Without Initial Notification
<input checked="" type="checkbox"/>	No COBRA elected
<u>HIPAA - Certificate of Creditable Coverage</u>	
<input checked="" type="checkbox"/>	Yes
<input type="checkbox"/>	No
<u>Flexible Spending Account</u>	
<input type="checkbox"/>	Yes
<input type="checkbox"/>	Medical
<input type="checkbox"/>	Dependent Care
<input type="checkbox"/>	If Yes
<input type="checkbox"/>	Debit Card
<input checked="" type="checkbox"/>	No
<u>Web-based Services</u>	
<input checked="" type="checkbox"/>	Benefit Analyzer
<input type="checkbox"/>	Online Enrollment System
<input type="checkbox"/>	Online Enrollment System with integration
<u>Ancillary Services:</u>	
<input checked="" type="checkbox"/>	Advocacy
<input type="checkbox"/>	Core Health Portal
<input checked="" type="checkbox"/>	Prescription Drug Card Program
<input checked="" type="checkbox"/>	Utilization Review
<input checked="" type="checkbox"/>	Case Management
<input type="checkbox"/>	Disease Management
<input checked="" type="checkbox"/>	US Imaging
<input checked="" type="checkbox"/>	Lab Card
<input type="checkbox"/>	On-site Health Coaching
<input checked="" type="checkbox"/>	PPO Networks
<input checked="" type="checkbox"/>	Dialysis Cost Plus
<input checked="" type="checkbox"/>	Bill Negotiation
<input checked="" type="checkbox"/>	Credit Balance Recoveries
<input checked="" type="checkbox"/>	Medical Review Services
<input checked="" type="checkbox"/>	Subrogation Recovery
<input type="checkbox"/>	Positive Pay
<input type="checkbox"/>	Consolidated Billing
<input type="checkbox"/>	Without File Transfer
<input type="checkbox"/>	With File Transfer
<input type="checkbox"/>	Behavioral Health Management

Plan Sponsor: _____

Date: _____

Administrative & Ancillary Service Fees:

CITY OF OAK CREEK - 01/01/2018 - 12/31/2018

COVERAGE		PREMIUM
Specific S/L, Single	Symetra	\$77.93 per single, per month
Family	Symetra	\$168.17 per family, per month
Aggregate Premium	Symetra	\$6.28 per employee, per month
Aggregate Factors: Single		\$752.47 per single, per month
Family		\$1,810.11 per family, per month
Medical Claims Fee	BAS	\$17.50 per employee, per month
PPO Fee	PHCS Physicians Only	\$3.00 per employee, per month
Clear Health Fee	Clear Health	\$7.00 per employee, per month
U.R. Fee	AHH	\$2.55 per employee, per month
Broker Fee	Arthur J. Gallagher	\$23.27 per employee, per month
Administrative Fee	BAS	\$2,500.00 Annual
Prescription Drug Interface Fee	BAS	\$1.00 per employee, per month
Vendor Connection Fee	BAS	\$500.00 One time Fee
MeMD	MeMD	\$2.35 per employee, per month
Transplant Policy Single		\$9.51 per single, per month
Family		\$21.87 per family, per month
AMPS SPD Review	AMPS	\$2,000.00 One time Fee
Cost Plus Pricing	AMPS	12% of Billed Charges
Compliance Fee	BAS	\$500.00 annually
Large Case Management	Varies	\$90.00 - \$145.00 per hour
Subrogation Fee	BAS	20% of Recovery
Travel Fees	BAS	Cost of BAS Travel for additional locations or without 2 weeks notice

Plan Sponsor: _____

Date: _____

Reports:

Frequency

Medical Plan Administration:

Funding Request with Check Register	Per Check Run
Coverage Analysis	Monthly
Check Register	Weekly
Fund Account Statement	Monthly
Premium Billing Statement	Monthly
Eligibility Listing	Monthly
Aggregate Report	Monthly
Positive Pay Bank File	Monthly
PPO Analysis	Annual
Prescription Drug Utilization	Annual
Individual Payment Report	Upon Request
Paid Claims Analysis	Upon Request
Claims Lag Study	Upon Request

COBRA/HIPAA Administration:

Monthly Premium Remittance	Monthly
Payment History	Upon request
Notification Report	Upon request
Detail Report	Upon request

Flexible Spending Administration:

Funding Request with Check Register	Per Check Run
Statement of Account	Monthly
Payroll reconciling worksheet for amounts Redirected to Cafeteria Plan	Monthly
Discrimination Report	Upon request

Plan Sponsor: _____

Date: _____

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 21

Recommendation: That the Common Council adopts Resolution No. 11895-121917, a Resolution Approving a Second Amendment to City of Oak Creek Marketing Magazine Services Contract.

Background: By contract dated April 11, 2016, the City retained the services of Caprile Marketing/Design for the design, production and distribution of a quarterly magazine at a cost of \$2,500 per issue. The intent was to produce a professional-quality, quarterly, full-color community lifestyle, event and activities magazine for Oak Creek residents and businesses. Additional stakeholders included the Oak Creek-Franklin Joint School District, Milwaukee Area Technical College, and Emerald Row LLC. The contract provides for renewal for additional terms of one year by mutual written agreement of the parties. In December 2016 the Common Council authorized a one-year extension to this contract, which terminates on December 31, 2017.

Attached for consideration is a proposed Second Amendment to City of Oak Creek Marketing Magazine Services Contract as signed by Caprile Marketing/Design. This Second Amendment renews the contract for a one-year term ending December 31, 2018. The scope of work remains the same with quarterly issues, and the City contribution remains \$2,500 per issue.

Fiscal Impact: The City contribution to this quarterly magazine is \$2,500 per issue, which was allocated in the 2018 budget in Advertising and Promotion and Public Information/Newsletters.

Prepared by:



Melissa L. Karls
City Attorney

Respectfully submitted,



Andrew J. Vickers, M.P.A.
City Administrator

Approved by:



Leslie Flynn
Communications Coordinator

Fiscal review by:



Bridget M. Souffrant
Finance Director/Comptroller

RESOLUTION NO. 11895-121917

RESOLUTION APPROVING A SECOND AMENDMENT TO
CITY OF OAK CREEK MARKETING MAGAZINE SERVICES CONTRACT

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Second Amendment to City of Oak Creek Marketing Magazine Services Contract ("Second Amendment") be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Second Amendment in behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2017.

Passed and adopted this ____ day of _____, 2017.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2017.

ATTEST:

Mayor Daniel J. Bukiewicz

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

SECOND AMENDMENT TO CITY OF OAK CREEK
MARKETING MAGAZINE SERVICES CONTRACT

This Second Amendment to the City of Oak Creek Marketing Magazine Services Contract (the "Second Amendment") is made and entered into this ____ day of December, 2017, by and between BARB CAPRILE d/b/a CAPRILE MARKETING/DESIGN, hereinafter called "Contractor" and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, hereinafter called "City".

The Second Amendment is attached to and incorporated herein by reference to the City of Oak Creek Marketing Magazine Services Contract dated April 11, 2016 and the Amendment to City of Oak Creek Marketing Magazine Services Contract dated December 18, 2016 (collectively, the "Contract").

The Contractor and City hereby agree to amend the Contract as follows:

- A. Section 2.A. regarding SCOPE OF WORK shall read as follows: "Contractor shall be responsible for overall production, publication and distribution of a professional-quality quarterly (anticipated publications in February 2018, May 2018, August 2018 and November 2018) full-color community, lifestyle, event and activities magazine for the residents and businesses of the City of Oak Creek each consisting of a minimum 32 pages (the "Magazine")."
- B. Section 3.B. regarding STRUCTURE shall read as follows: "Stakeholders' financial contributions per issue (City \$2,500; Oak Creek-Franklin Joint School District \$2,500; Milwaukee Area Technical College \$1,500; and Emerald Row LLC \$1,000) shall be applied to defray magazine production, publication and distribution costs, with the balance of the costs raised by Contractor through the solicitation/selling of all advertising space for the Magazine."
- C. Section 4. regarding TERM shall read as follows: "The term of this Contract shall be for a period commencing as of January 1, 2018 and terminating on December 31, 2018. Thereafter this Contract may be renewed for additional terms of one year by mutual written agreement of the parties."

It is understood and agreed that the language and agreement contained in this Second Amendment shall be binding upon the parties in addition to the language of the Contract.

The parties hereto agree that all other terms and conditions of the Contract remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

BARB CAPRILE
d/b/a CAPRILE MARKETING/DESIGN
Bayshore Place
5600 N. Centerpark Way, Suite 651
Glendale, WI 53217

By: _____
Barb Caprile

CITY OF OAK CREEK
8040 S. 6th St.
Oak Creek, WI 53154

By: _____
Daniel J. Bukiewicz, Mayor

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 22

Recommendation: That the Common Council adopts Resolution No. 11896-121917, a Resolution Approving a Second Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2015-2016 Private Property Maintenance Projects.

Background: By contract dated January 27, 2015, the City has had Robie's Grading, LLC available at contracted prices to perform property cleaning, improvement, abatement and removal of materials as needed for City code enforcement matters. The contract provides for payment of \$102.00 per ton of material removed. The contract also provides for up to three one-year extensions. In December 2016 the Common Council extended the contract for a one-year period, which expires on December 31, 2017.

Attached for consideration is a proposed Second Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2015-2016 Private Property Maintenance Projects ("Second Extension"). This Second Extension extends the contract for a one-year term ending December 31, 2018. It has already been signed by Robert Gajewski, President of Robie's Grading, LLC.

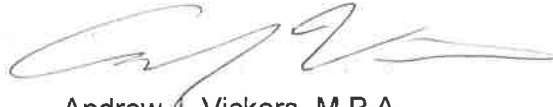
Fiscal Impact: The abatement and removal costs are charged against the owner(s) of the property.

Prepared by:



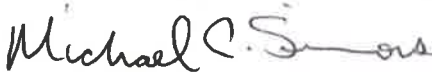
Melissa L. Karls
City Attorney

Respectfully submitted,



Andrew J. Vickers, M.P.A.
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant
Finance Director/Comptroller

RESOLUTION NO. 11896-121917

RESOLUTION APPROVING A SECOND CONTRACT EXTENSION AND
ADDENDUM TO CITY OF OAK CREEK CONTRACT SPECIFICATIONS FOR
2015-2016 PRIVATE PROPERTY MAINTENANCE PROJECTS

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Second Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2015-2016 Private Property Maintenance Projects ("Second Extension") be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Second Extension in behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2017.

Passed and adopted this ____ day of _____ 2017.

Common Council President Kenneth Gehl

Approved this ____ day of _____ 2017.

ATTEST:

Mayor Daniel J. Bukiewicz

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

SECOND CONTRACT EXTENSION AND ADDENDUM
TO CITY OF OAK CREEK CONTRACT SPECIFICATIONS FOR
2015-2016 PRIVATE PROPERTY MAINTENANCE PROJECTS

This Second Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2015-2016 Private Property Maintenance Projects ("Second Extension") is made and entered into this ____ day of December, 2017, by and between ROBIE'S GRADING, LLC, a limited liability company existing under and by virtue of the laws of the State of Wisconsin, located at 2830 West Acre Avenue, Franklin, Wisconsin, hereinafter called "Contractor" and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, located at 8040 South 6th Street, Oak Creek, Wisconsin, hereinafter called "Owner".

This Second Extension is attached to and incorporated herein by reference to the City of Oak Creek Contract Specifications for 2015-2016 Private Property Maintenance Projects authorized and agreed to between the parties on January 27, 2015 (the "Contract").

It is understood and agreed that the language and agreement contained in this Second Extension shall be binding upon the parties in addition to the language of the above-referenced Contract previously executed.

The parties hereto agree that the Second Extension of the contract term shall be for one year to commence on January 1, 2018 and terminate on December 31, 2018, with all other terms and conditions of the previous Contract to remain in full force and effect.

ROBIE'S GRADING, LLC
2830 W. Acre Ave.
Franklin, Wisconsin 53132

By:


Robert Gajewski, President

CITY OF OAK CREEK
8040 S. 6th St.
Oak Creek, WI 53154

By:

Daniel J. Bukiewicz, Mayor

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 23

RECOMMENDATION: The Personnel Committee recommends that the Common Council adopt Ordinance 2885, An Ordinance Confirming Adoption of the Successor Labor Agreement by and between the City of Oak Creek and the Oak Creek Professional Police Officer's Association and Fixing the Salary for Members of the Association from January 1, 2018 through December 31, 2020.

BACKGROUND: Meetings between the Personnel Committee and Oak Creek Professional Police Officers Association has led to agreement on new terms for a labor agreement covering the years 2018, 2019, and 2020. The Association members ratified these terms on Friday, December 8, 2017. A comprehensive summary of the settlement, with additions bolded and deletions shown as line-outs, is attached and incorporated into this Council Report.

This contract features a wage settlement the Personnel Committee finds favorable to both the taxpayers of Oak Creek and the bargaining unit employees. Specifically, the 3-year settlement calls for wages as follows:

- January 1, 2018 – 1.5%
- January 1, 2019 – 1.0%
- July 1, 2019 – 1.0%
- January 1, 2020 – 2.25%

In addition, the tentative agreement includes the following substantive items:

- Accelerated vacation accrual schedule for employees (see attached details), but with an overall “cap” of 31 days that did not exist previously;
- Increased time of employee probationary period from 12 months to 18 months;
- Increased clothing allowance in the amount of \$50 per represented employee.

FISCAL IMPACT: The fiscal impact of the wage settlement, including estimations for WRS, payroll taxes, specialty pay, and recent overtime patterns is \$245,222 over the 3-year contract term. The clothing allowance will cost approximately \$2,200 annually.

Prepared & Respectfully Submitted by:

Fiscal Review by:



Andrew J. Vickers, M.P.A.
City Administrator



Bridget M. Souffrant
Finance Director/Comptroller

ORDINANCE No. 2885

BY: _____

An Ordinance Confirming Adoption of the Successor Labor Agreement by and between the City of Oak Creek and the Oak Creek Professional Police Officer's Association and Fixing the Salary for Members of the Association from January 1, 2018 through December 31, 2020

WHEREAS, the Common Council of the City of Oak Creek has adopted a successor Labor Agreement between the City of Oak Creek and the Oak Creek Professional Police Officer's Association for the period January 1, 2018 through December 31, 2020, and wishes to confirm the adoption of said agreement and fix the salary for members of the bargaining unit of the Police Department.

NOW, THEREFORE, the Common Council of the City of Oak Creek do hereby ordain as follows:

Section 1: The adoption of the agreement between the City of Oak Creek and the Oak Creek Professional Police Officer's Association for the period January 1, 2018 to December 31, 2020, incorporated herein by reference as though fully set forth, is hereby confirmed.

Section 2: The basic salary of the members of the Oak Creek Police Department shall be as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 3: All fringe benefits as set forth in the agreement shall inure to the benefit and shall be payable to the specified members of the bargaining unit.

Section 4: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 5: This ordinance shall be in force from and after its passage and publication and shall be effective as of January 1, 2018.

Introduced at a meeting of the Common Council of the City of Oak Creek this 19th day of December, 2017.

Passed and adopted this _____ day of _____, 2017.

President, Common Council

Approved this _____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

TENTATIVE AGREEMENT
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF OAK CREEK
AND
PROFESSIONAL POLICE OFFICER'S ASSOCIATION

2018-2020

Reached on
July 21, 2017
and
November 1, 2017

1. **Article 6 - Probation Period.** Revise this paragraph as follows:

For the first eighteen months year of his or her employment, each employee shall be on probation. The eighteen month~~one-year~~ probationary period may be extended if the employee was injured and on Worker's Compensation, or incurred an illness or injury off duty that was equal to or greater than three consecutive workdays. The extension of the probationary period will only be for the amount of time lost (i.e., if the employee was on Worker's Compensation for thirty calendar days, then the probationary period may be extended for thirty calendar days). If the employee was out due to an illness or injury that exceeded three consecutive working days, the probationary period may be extended for the exact number of consecutive working days that were missed. During the probationary period, the probationary employee may be disciplined, discharged or otherwise dismissed at the sole discretion of the City, and neither the reason for nor the disciplinary action, discharge, or dismissal shall be subject of a grievance or arbitration filing. This Agreement shall apply to such employees in all other respects.

2. **Article 9 – Wages.** Wage increases shall be as follows:

Effective January 1, 2018, salary increase of	1.5%
Effective January 1, 2019, salary increase of	1.0%
Effective July 1, 2019, salary increase of	1.0%
Effective January 1, 2020, salary increase of	2.25%

3. **Article 9 - Wages, C. Compensatory time.**

9B5. Court Time: Any employee who appears in court other than Oak Creek Municipal Court, outside of regular shift schedule, shall receive a minimum of two hours compensation at the rate of time-and-one-half. Actual time shall include travel time from the Oak Creek Police Station and return. When it is necessary for an employee to appear in Oak Creek Municipal Court off shift, he/she shall receive credit for a minimum of one (1) hour of compensation at the rate of time-and-one-half.

C. Compensatory Time: Each employee is entitled to take time off at the rate of time-and-one-half for each hour worked as compensatory time. The specific hours and days to be taken off shall be determined by the Police Chief in accordance with the rules and regulations governing members of the Police Department. ~~When it is necessary for an employee to appear in Oak Creek Municipal Court off shift, he/she shall receive credit for a minimum of one (1) hour of compensatory time to be taken off at the rate of time and one half.~~ Any employee who has compensatory time approved to be taken off and the request is subsequently cancelled within seventy two (72) hours prior to the date to be taken off, the employee shall receive time and one half (1½) for all hours which were approved and will not

have any reduction in the employee's compensatory time off account. An employee can cash out any amount of their compensatory time on any payroll during the year. During the year an employee can accumulate unlimited compensatory time, but on December 1st of each year any compensatory time in excess of two hundred (200) hours shall be paid out in cash.

4. **Article 10 - Hours of Work.** No modifications to the language of the contract, but create a Memorandum of Understanding stating that:

During the term of this Agreement, the Association and the Chief agree to meet and discuss an alternative work day schedule. Neither the City nor the Chief may implement any alternative work day unless it is mutually agreed to in writing by the Association and the City. Nothing herein shall limit the rights that either party already has under this Agreement, including but not limited to, work days, hours, or shifts.

5. **Article 11 – Vacations:**

A. Vacation Accruals

Five (5) days after one (1) year of continuous service.

Ten (10) days after two (2) years of continuous services.

Thirteen (13) days after five (5) years.

Plus one (1) additional day for each full year of service in excess of six (6) years, to a limit of thirty-one (31) days. Any bargaining unit employee with more than thirty-one (31) days earned as of January 2018, shall be grandfathered at the number of vacation days as of January 1, 2018, but shall not entitled to earn any more than that number.

6. **Article 11 - Vacations Section B.** Correct the statutory reference from 103.29(2) to 109.03(3).

7. **Articles 13, 14, 22 - Provisions related to off-duty injuries.**

Maintain status quo.

8. **Article 15 - Benefit Distribution, B. Clothing Allowance, #1** delete as it is addressed in Article 25, Section A.

Article 15B.2 move to Article 25.

Article 15 - Benefit Distribution – should state:

B. Clothing Allowance

1. Clothing Allowance is a benefit that shall be provided to employees under the terms addressed in Article 25 – Clothing Allowance.

Article 25 - Clothing Allowance

- A. Normal Payments: Each year each plainclothes employee shall receive a clothing allowance in the amount of \$550. Each year each patrol officer shall receive a clothing allowance in the amount of \$500. The allowances shall be disbursed in two (2) equal installments and shall be paid in the appropriate manner by the end of January and July of each year. Clothing allowance shall be used for the purchase of uniforms and work-related equipment approved for use by the Police Chief or his designee. Once an employee has resigned, the City has no obligation to make any further clothing allowance payments. An employee is not obligated to repay any clothing allowance received prior to separation. (moved from 15 B, 2.)
- C. New Employees: New employees shall be furnished at City expense body armor, weapon and leather gear. The new employee shall receive three hundred (\$300.00) dollars for uniform purchase upon hiring. ~~During the first calendar year of hiring, the new employee shall receive the annual clothing allowance specified in section A above prorated in months based upon the hiring date.~~ In addition, an employee hired before July 1 shall receive \$100 for clothing allowance in addition to the July 1 payment. An employee hired after July 1 shall receive \$100 as a clothing allowance. (Moved from 15 B, 1)

9. **Article 25 – Clothing Allowance.** Revise as follows:

- A. Normal Payments: Each year each plainclothes employee shall receive a clothing allowance in the amount of ~~\$550~~-\$600. Each year each patrol officer shall receive a clothing allowance in the amount of ~~\$500~~ \$550.

10. Insert Grievance #13-189 Settlement regarding Off Days as New Article:

NEW ARTICLE: OFF DAYS MOVED DUE TO TRAINING OR OTHER SPECIAL ASSIGNMENTS

Officers who have their off day(s) moved to accommodate training or other special assignments shall have those day(s) rescheduled, subject to the provisions of this paragraph. Although supervisors will make every effort to work with the officers on an agreeable day, the Department will have final say on where that off day is rescheduled.

Once set, the Administration can adjust the off day no more than one additional time, or the employee can request the adjusted off-day be moved no more than two additional times, to another day off subject to staffing limits set by the Department. Again, although supervisors will make every effort to work with the officers on an agreeable day, the Department will have the final say on where that off day is scheduled.

Any employee who has an off day covered by this provision subsequently moved by the Department, and the off day is canceled within forty-eight (48) hours prior to the moved off day, the employee shall receive time and one-half (1 ½) for all hours worked on the canceled day. This forty-eight (48) hour limitation shall also apply to employee requests (i.e., no off day will be allowed to be moved if the request comes from the employee within forty-eight (48) hours prior to the moved off day). This forty-eight (48) hour notice provision may be waived by the parties upon mutual agreement between the parties.

11. **Article 19 - Duty-Incurred Disability Pay, C Proof of Payment**

The employee's Workers' Compensation check is usually sent to the City. The City cashes and deposits the check. The employee will receive their regular payroll check. The amount of the check is deducted from the paycheck for the next regularly scheduled pay period, and the Workers' Compensation check is given to the employee along with his/her regular payroll check.

12. **Article 20 - Medical Insurance**

Eligibility: Upon initial employment, employees shall be eligible for and be covered by hospital and surgical insurance, including major medical coverage; group dental insurance; drug card coverage commencing on the first day of the month following a thirty (30) day waiting period. Employees shall contribute fifteen percent (15%) of the cost of the premium ~~for a single or family plan, respectively~~ of the employee's enrolled plan. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the Health Risk Assessment Certification, shall contribute ten percent (10%) of the premium of the employee's enrolled plan.

13. **Article 20 - Vision Insurance.** Clarify as follows:

D. **Vision Coverage**

The City shall provide vision insurance through the Vision Insurance Plan of America and pay the premium for an individual employee not to exceed \$20 per month ~~the amount below.~~ Any additional charge for a single or family plan exceeding \$20 per month ~~the amount specified below,~~ per month employee ~~contribution~~ shall be paid by the employee through payroll deduction.

14. **Article 20 - Medical Insurance Section F.**

For employees hired after January 1, 2015: Employees hired after January 1, 2015 shall only be eligible for retiree health insurance benefits under this subsection, and shall not be eligible for post-employment health insurance benefits, except for legally mandated continuation coverage (i.e., COBRA) under any other section of this agreement.

An employee who is hired after January 1, 2015 and who successfully completes their probation shall be eligible for the following benefit in lieu of any post-employment health insurance benefits (this benefit payment also requires that the employee's eligibility to remain on the City's health plan ceases as of the date of their departure from the City or after the employee's legally mandated continuation coverage (i.e. COBRA) expires):

The City shall pay into a Voluntary Employee Beneficiary Association (VEBA) plan for the benefit of the employee, to be used for payment of retiree health insurance premiums, the following sums per regular pay period, paid **in accordance with the first payroll date after the employee's anniversary date.** ~~on the 1st payroll after the employee's anniversary date:~~

15. **Article 20 - Medical Insurance Section H. Non-selection of Benefits**

The City is seeking to reduce health insurance costs by providing inducements to employees to select from various options as specified below:

1. Prior to each January 1 if an employee elects in writing not to participate in any portion of the health insurance program identified above, then that employee will receive ~~\$3,000 for family and \$1,500 for single coverage~~ **or \$3,000 for coverage other than single coverage** which the City will pay into a deferred compensation account on behalf of the employee. The employee making the election shall have been covered by the option(s) for at least one year prior to dropping the coverage(s).
2. A newly hired employee prior to the effective date for coverage to occur may elect in writing not to participate in any portion of the health insurance program identified above. The new employee will receive ~~\$3,000 for family coverage and \$1,500 for single coverage~~ **or \$3,000 for coverage other than single coverage** which the City will pay into a deferred compensation account on behalf of the employee.
3. All ~~cash~~ payments **made to the employee's deferred compensation account** under this section shall be made on a payroll check of July of that year. Notwithstanding the election if the employee has a qualifying event then the employee may re-elect the appropriate coverage. **If an employee is hired after January 1, the amount for the first year of employment**

will be prorated and added to the payment for the next year provided that employee is still employed in the following July when the payment is made.

16. Article 21 - Life Insurance

~~After six (6) months of employment,~~ Beginning the first of the month following 31 calendar days of employment, the City shall provide life insurance equal to the employee's earnings rounded to the next highest One Thousand Dollars (\$1,000.00) based on the preceding year's earnings (upon entry to the plan, current earnings will be used). The City will contribute seventy-five percent (75%) of the premium.

17. Article 23 - Retirement Program

Each employee shall be covered under WRS, in accordance with Chapter 440 of the Wisconsin Statutes. Employees will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department of Employee Trust Funds from time to time, consistent with General Employees.

18. Article 30 - Effective Date. Revise effective date.

19. Duration. 3 years

20. All remaining items status quo.

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

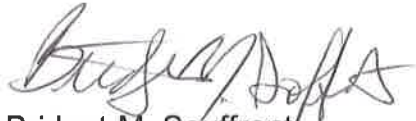
Item No.: 25

Recommendation: That the Common Council adopt Resolution No. 11894-121917 a Resolution Authorizing payment of bills, debts and obligations.

Background: The Common Council voted to only hold one meeting in the month of January, on January 16, 2018. This leaves four weeks before the January 16, 2018 meeting and would put some of our bills past due if not paid. Per State Statute 62.12(6), "unless otherwise provided by law, City funds should be paid out only by authority of the Council." The attached resolution will allow the Finance Department to create a vendor summary report and cut and release checks as if there were still a meeting on January 2, 2018. At the January 16th meeting we will provide you with the vendor summary report from January 2nd as well as a vendor summary report for January 16th.

Fiscal Impact: There is no further fiscal impact other than potentially saving on interest charges or late fees.

Prepared by & Fiscal Review by:



Bridget M. Souffrant
Finance Director/Comptroller

Respectfully submitted,



Andrew J. Vickers, M.P.A
City Administrator

RESOLUTION NO. 11894-121917

RESOLUTION AUTHORIZING PAYMENT OF BILLS, DEBTS AND OBLIGATIONS

WHEREAS, the Common Council has decided to cancel the Common Council meeting that had been scheduled for January 2, 2018; and,

WHEREAS, Wis Stats §62.12(6) provides that “unless otherwise provided by law, City funds should be paid out only by authority of the Council”; and,

WHEREAS, City bills, debts and obligations may become delinquent because of the cancellation of the January 2, 2018 Common Council Meeting; and,

WHEREAS, Common Council desires to ensure that all bills, debts and obligations of the City are paid in a timely manner.

NOW THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the payment of City bills, debts and obligations that become due during the month of December, 2017 to be paid in accordance with state and local law prior to the approval of the vendor summary report for the January 16, 2018 Common Council meeting.

BE IT FURTHER RESOLVED that any bills, debts and obligations that are paid pursuant to this Resolution after the December 19th vendor summary report has been approved, but prior to approval of the vendor summary report by the Common Council for the January 16th meeting be included in the vendor summary report for the January 16, 2018 Common Council meeting.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2017.

Passed and adopted this 19th day of December, 2017

President, Common Council

Approved this 19th day of December, 2017.

Mayor Daniel Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 26

Recommendation: That the Common Council approves payment of the obligations as listed on the December 13, 2017 Invoice GL Distribution Report.

Background: Of note are the following payments:

1. \$15,837.50 to Buelow Vetter (pg #4) for legal services.
2. \$543,174.44 to Edgerton Contractors, Inc. (pg #8) for Lake Vista community park and playground.
3. \$5,210.29 to Hein Electric (pgs #12-13) for building maintenance and street lighting/parks supplies.
4. \$38,998.80 to Holz Motors, Inc (pg #13) for new Police Department vehicle.
5. \$8,926.20 to League of WI (pg #16) for yearly renewal.
6. \$89,569.27 to JPM (pgs #30-38) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
7. \$139,564.10 to Payne & Dolan, Inc (pg #20) for street improvements and asphalt.
8. \$229,947.29 to Rasch Construction & Engineering (pg #21) for Lake Vista structure construction and engineering services.
9. \$7,657.56 to Securian Financial Group, Inc. (pgs #23-24) for employee life insurance.
10. \$5,530.00 to Tyler Technologies, Inc. (pg #26) for assessor services.
11. \$21,398.25 to WE Energies (pg #27) for street lighting, electricity & natural gas.
12. \$14,250.00 to We Energies (pg #1) for 13th street reconstruction: lighting at Pine Creek CT to Drexel Ave.
13. \$13,452.00 to Wheaton Franciscan Medical Group (pg #28) for pre-employment physicals, drug screenings, and November nurse practitioner services/supplies.
14. \$9,603.16 to WI Court Fines & Surcharges (pg #28) for November court fines.
15. \$853,827.98 to WI Dept of Transportation (pg #29) for 5th avenue relocation project and railroad signals.
16. \$6,500.00 to Wilnet (pg #30) for IT software upgrade.

Fiscal Impact: Total claims paid of \$2,165,419.70.

Prepared by/Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,



Andrew J. Vickers, M.P.A
City Administrator

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No. 27

Recommendation: To approve the purchase of a 2017 Schwarze A9 Sweeper on a Kenworth K370 Chassis from R Now Inc. in the amount of \$245,029.50.

Background: Last year, the Public Works Department purchased a 2016 Schwarze A9 Sweeper demo unit. This purchase was done after doing a considerable amount of research and test demos of five different sweepers. The criteria used in making our selection was:

1. Compliance with the NR216 Permit;
2. Superior Performance;
3. Price;
4. Customer referrals;
5. Availability of parts and service/warranties.

This year we have an opportunity to purchase the identical model 2017 sweeper as a demo unit. This will save the City of Oak Creek \$23,500 with discounts offered for purchasing the demo unit. We feel having two units the same would be advantageous minimizing the amount of parts needed to be inventoried, as well as the amount of training for both mechanics and operators.

Make/Model	Year	Hours/Miles	Location	Warranty	List Price	Price
Schwarze A9	2017	201hrs/7777miles	West Allis WI.	Varies based on component	\$268,529.50	\$245,029.50

Street sweepers are a high maintenance pieces of equipment that generally have about a ten year lifespan, our current unit is 16 years old Tymco Sweeper, and has reached the end of its useful life. We will not be trading in our current piece of equipment, but recommend selling the equipment through the municipal auction.

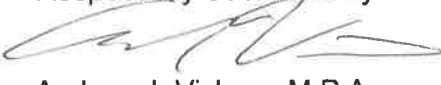
Fiscal Impact: This purchase was budgeted for in the 2018 CEP for \$250,000.

Submitted by:

Prepared by:


Ted Jonnson
Director of Public Works

Respectfully Submitted by:


Andrew J. Vickers, M.P.A.
City Administrator

Fiscal Review by:


Bridget M. Souffrant
Finance Director/Comptroller



R.N.O.W., Inc.
 8636R West National Avenue
 West Allis, WI 53227

QUOTATION

Quote Number: 2017-3241
 Quote Date: Dec 12, 2017
 Page: 1

Voice: 414-541-5700
 Fax: 414-543-9797

Quoted To:
 CITY OF OAK CREEK
 8640 S. HOWELL AVENUE
 OAK CREEK, WI 53154
 USA

Accepted By: _____
 Sign above to accept quotation and place order

Customer Fax: 414-768-6535 CH

Customer ID	Good Thru	Payment Terms	Sales Rep
OAK CREEK	1/11/18	DUE ON INVOICE DATE	JAS

Quantity	Item	Description	Unit Price	Amount
1.00	KENWORTH CHASSIS	2017 Kenworth K370 33K 220HP RH Steer per the attached chassis specifications	86,695.00	86,695.00
1.00		Mirror, 12" Parabolic, Set		
1.00	S-A9 MONSOON	SCHWARZE A9 MONSOON REGENERATIVE AIR SWEEPER	181,760.00	181,760.00
1.00		140 hp John Deere Tier IV Final Engine		
1.00		Hopper, Stainless Steel (SS) with NEW Lifetime Warranty		
1.00		Auto Drop Down Screens** Stainless Steel		
1.00		Hopper Sound Suppression		
1.00	S-23188	Hopper Dump Assist Shaker		
1.00		Hand Hose, 8" Power Boom		
1.00		Remote Throttle Control on Power Boom		

Thank you for the opportunity to quote

SUBMITTED BY 
 Steven D. Krall
 President

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued



QUOTATION

Quote Number: 2017-3241
 Quote Date: Dec 12, 2017
 Page: 2

R.N.O.W., Inc.
 8636R West National Avenue
 West Allis, WI 53227

Voice: 414-541-5700
 Fax: 414-543-9797

Quoted To:
 CITY OF OAK CREEK
 8640 S. HOWELL AVENUE
 OAK CREEK, WI 53154
 USA

Accepted By: _____
 Sign above to accept quotation and place order

Customer Fax: 414-768-6535 CH

Customer ID	Good Thru	Payment Terms	Sales Rep
OAK CREEK	1/11/18	DUE ON INVOICE DATE	JAS

Quantity	Item	Description	Unit Price	Amount
1.00		Hopper Deluge, Conical Spray		
1.00		Pick Up Head - Standard w/rubber blast orifice		
1.00		Gutter Broom, Dual		
1.00		Gutter Brooms, Dual Power Tilt, left and right side power tilt		
1.00		Gutter Broom, GEO Dual		
1.00		Remote Grease Manifold Block		
1.00		Camera System, Dual - Rear of Body - Pick Up Head		
1.00		Water Tank, Standard 250G and		
1.00		Water Tank, W/ Add. 350G*		

Thank you for the opportunity to quote

SUBMITTED BY 
 Steven D. Krall
 President

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued



R.N.O.W., Inc.
 8636R West National Avenue
 West Allis, WI 53227

QUOTATION

Quote Number: 2017-3241
 Quote Date: Dec 12, 2017
 Page: 3

Voice: 414-541-5700
 Fax: 414-543-9797

Quoted To:
 CITY OF OAK CREEK
 8640 S. HOWELL AVENUE
 OAK CREEK, WI 53154
 USA

Accepted By: _____
 Sign above to accept quotation and place order

Customer Fax: 414-768-6535 CH

Customer ID	Good Thru	Payment Terms	Sales Rep
OAK CREEK	1/11/18	DUE ON INVOICE DATE	JAS

Quantity	Item	Description	Unit Price	Amount
1.00		Spray Bar, Front		
1.00		Spray Bar, Hopper Add. 4 Nozzles		
1.00		High Pressure Washdown W/ 50' Hose Reel		
1.00		Strobe, Rear W/Guard LED (Std)		
1.00		Arrowboard, Traffic Guide, LED		
1.00		Standard- 1 Year or 1200 Hours Warranty on machine - Hopper is lifetime Stainless Steel		
1.00		SPECIAL OPTION: Hopper Dump Switches Exterior Right Side		
1.00	DISCOUNT	DEMO DISCOUNT GIVEN	18,500.00	-18,500.00
1.00	DISCOUNT	ADDITIONAL DISCOUNT GIVEN	5,000.00	-5,000.00
1.00	TITLE FEE	TITLE FEES	74.50	74.50

Thank you for the opportunity to quote

Subtotal	245,029.50
Sales Tax	
Freight	
TOTAL	245,029.50

SUBMITTED BY _____

Steven D. Krall
 President

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 28

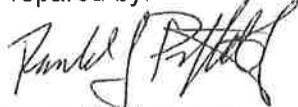
Recommendation: That the Common Council adopts Resolution No.11892-121917, a resolution granting to We Energies a 6'-wide permanent easement for a natural gas service feeding a stand-by generator owned by Verizon Wireless, adjacent to the Sycamore Water Tower on the Utility property (2611 West Sycamore Avenue, Tax Key No. 715-0169-000, 2nd Aldermanic District)

Background: We Energies has designed the natural gas service that serves the back-up generator for Verizon Wireless located adjacent to the Sycamore Water Tower. Its purpose is to maintain cellular operations for Verizon antenna equipment located on the tower should there be a main power failure. The generator also serves as a back-up to some of the Utility's systems at this site.

It is We Energies' policy to have its facilities located within permanent easements. Therefore, this easement must be in force before the service will be scheduled for installation.

Fiscal Impact: None at this time. This being a permanent easement, We Energies would have the right to be compensated for the associated costs if the facilities would ever need to be relocated due to a future project.

Prepared by:




Ron J. Pritzlaff, P.E.
Utility Engineer

Respectfully submitted,



Andrew J. Vickers, M.P.A.
City Administrator

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11892-121917

BY: _____

**RESOLUTION GRANTING TO WE ENERGIES A 6'-WIDE PERMANENT
NATURAL GAS EASEMENT AT 2611 WEST SYCAMORE AVENUE**

(TAX KEY NO. 715-0169-000)

(2ND ALDERMANIC DISTRICT)

WHEREAS, We Energies is requiring a 6'-wide permanent natural gas easement for a new buried service that supplies back up power generation to Verizon antennas and Utility systems at the site, and;

WHEREAS, the proposed permanent electric and natural gas easement would be located across the City property at 2611 W. Sycamore Avenue, and;

WHEREAS, We Energies requires all of its newly installed buried facilities be located within permanent easements;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the 6'-wide permanent natural gas easement at 2611 W. Sycamore Avenue is hereby granted and the Mayor and City Clerk are authorized to execute the same.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to transmit the executed easement to We Energies for their recording of the document in the office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2017.

Passed and adopted this 19th day of December, 2017.

President, Common Council

Approved this 19th day of December, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

**DISTRIBUTION EASEMENT
GAS**

Document Number

WR NO. **3833313** IO NO. **SN202500**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **The City of Oak Creek, a Wisconsin Municipal Corporation**, hereinafter referred to as "Grantor", owners 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 strips of land 6 feet in width being part of Grantor's premises described as **Outlot 1, Block 16, Cedar Hills Addition No. 3**, a subdivision being part of the **Northwest ¼ of Section 6, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin**.

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.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

715-0169-000
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, 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 gas 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.

9. **Grantor's Rights:** Grantor shall have the right to enter upon and to pass and repass over and along the Easement Area whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of existing critical water main and appurtenances thereto.

Grantor:

The City of Oak Creek, a Wisconsin Municipal Corporation

By _____

Daniel Bukiewicz, Mayor

By _____

Catherine A. Roeske, City Clerk

Personally came before me in Milwaukee County, Wisconsin on _____, _____,
the above named Daniel Bukiewicz, the Mayor, and Catherine A. Roeske, the City Clerk, of The City of Oak Creek, a
Wisconsin Municipal Corporation, by its authority, and pursuant to Resolution File No. _____
adopted by its Common Council on _____, 2017.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Maria Koerner on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

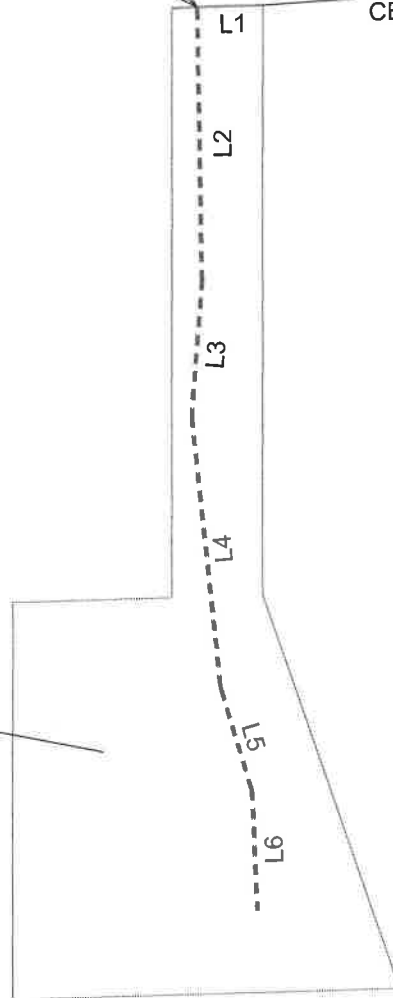


W. SYCAMORE AVE.

P.O.B.

NE. COR. OUTLOT 1
CEDAR HILLS ADD'N NO. 3

OUTLOT 1
CEDAR HILLS ADD'N NO. 3



NUMBER	BEARING	DISTANCE
L1	S 88°34'21" W	14.47'
L2	S 00°47'46" E	60.74'
L3	S 04°39'30" W	29.39'
L4	S 05°48'31" E	60.61'
L5	S 16°27'56" E	23.99'
L6	S 02°27'08" E	26.35'

----- = C/L 6' WIDE WE-ENERGIES EASEMENT

we EXHIBIT "A"

OUTLOT 1, CEDAR HILLS ADD'N NO. 3
CITY OF OAK CREEK
MILWAUKEE COUNTY
WISCONSIN

DRAWN BY: TIMOTHY JOHNSON
DATE: 2/6/2017
WR NUMBER: 3833313
REVISIONS: _____

City of Oak Creek Common Council Report

Meeting Date: December 19, 2017

Item No.: 29

Recommendation: That the Council adopts Resolution No. 11900-121917, a resolution approving a Certified Survey Map for Bradley Schmidt for the property at 810 E. Oakwood Rd.

Background: The Applicant is requesting approval of a Certified Survey Map (CSM) dividing the property at 810 E. Oakwood Rd. into two single family residential lots of conforming size. The Applicant has provided information that all buildings on the property have been or will be removed. Staff has provided comments to the Applicant indicating that the driveway access on Shepard Ave. that encroaches on the parcel north of Lot 1 must be removed/relocated in conformance with local requirements. Driveways may not be located closer than 40 feet to a street intersection.

Additionally, per Section 17.0604, new principal residential structures on the proposed lots must be sited such that the front setbacks "shall be increased to the average of the existing front setbacks of the abutting structures on each side" to a maximum of 50 feet. Lot 2 is considered a corner lot, which will require further compliance with the requirements of Section 17.0605. Both the average setback and corner lot requirements will be applied for building permit review.

Finally, the CSM is missing a bearing and length description within the Legal Description / Surveyor's Certificate on Sheet 2. This error must be corrected prior to recording.

The Plan Commission reviewed this CSM at their meeting on December 12, 2017, and recommended approval with the following conditions:

1. That the existing driveway crossing the northwest portion of Lot 1 is removed/relocated in conformance with all applicable requirements of the Municipal Code as part of the building permit process.
2. That all proposed new residential structures are sited in accordance with the average front setback requirements of Section 17.0604, and the corner lot requirements of Section 17.0605.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Fiscal Impact: The division of the property will create two (2) conforming single-family residential lots. Redevelopment of the lot will have positive fiscal impacts for the City in terms of assessed value and potential impact fees. These properties are not currently part of a TID.

Prepared by:



Kari Papelbon, CFM, AICP
Planner

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Approved by:



Doug Seymour, AICP
Director of Community Development

Fiscal review by:



Bridget M. Souffrant
Finance Director/Comptroller

RESOLUTION NO. 11900-121917

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
BRADLEY SCHMIDT

810 E. Oakwood Rd.
(5th Aldermanic District)

WHEREAS, BRADLEY SCHMIDT, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

WHEREAS, the Plan Commission has recommended that this certified survey map be approved, subject to the following conditions:

1. That the existing driveway crossing the northwest portion of Lot 1 is removed/relocated in conformance with all applicable requirements of the Municipal Code as part of the building permit process.
2. That all proposed new residential structures are sited in accordance with the average front setback requirements of Section 17.0604, and the corner lot requirements of Section 17.0605.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following condition:

1. That the existing driveway crossing the northwest portion of Lot 1 is removed/relocated in conformance with all applicable requirements of the Municipal Code as part of the building permit process.
2. That all proposed new residential structures are sited in accordance with the average front setback requirements of Section 17.0604, and the corner lot requirements of Section 17.0605.

3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2017.

Passed and adopted this 19th day of December, 2017.

President, Common Council

Approved this 19th day of December, 2017.

Mayor

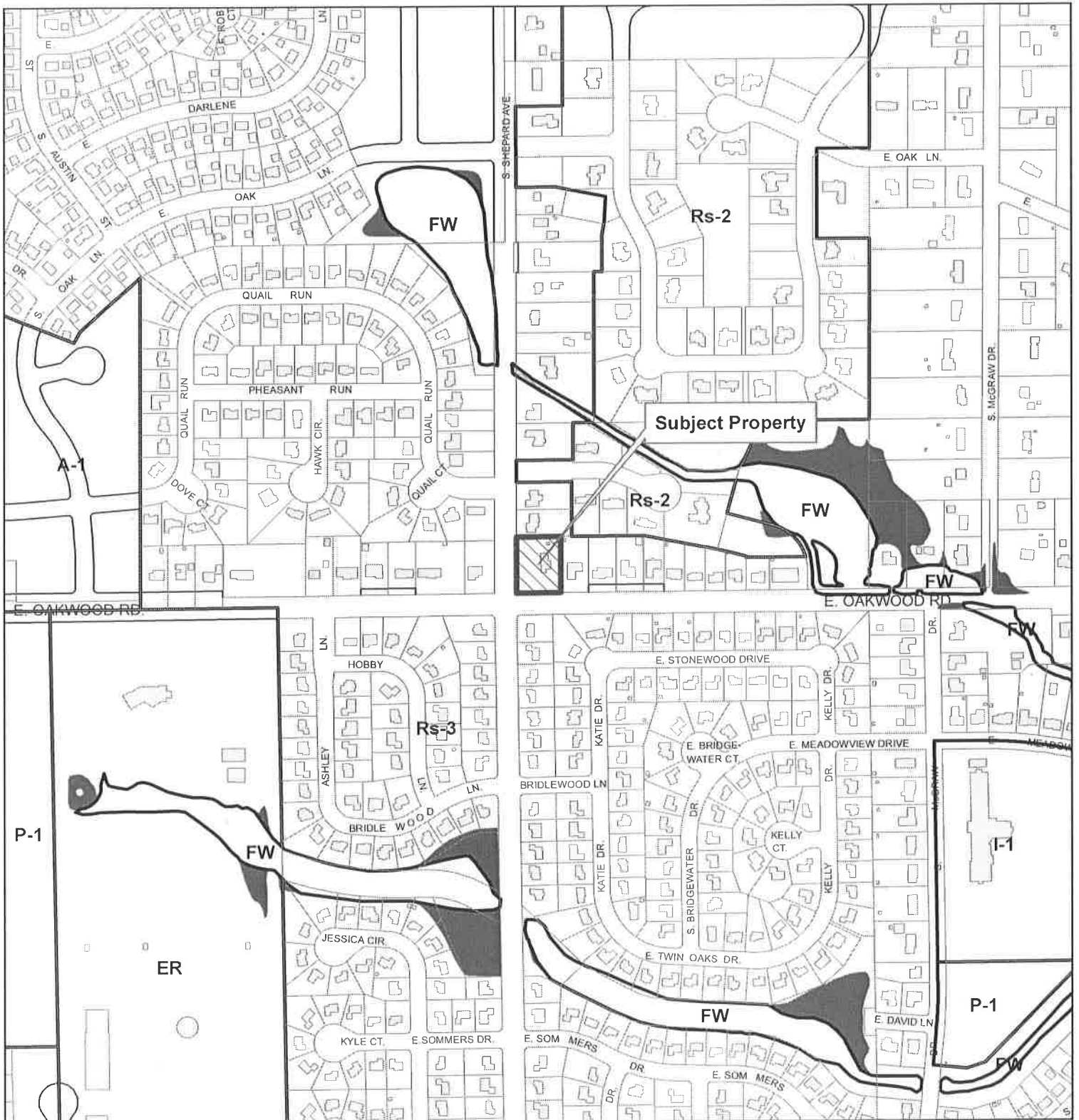
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

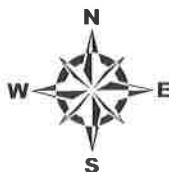
810 E. Oakwood Rd.



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



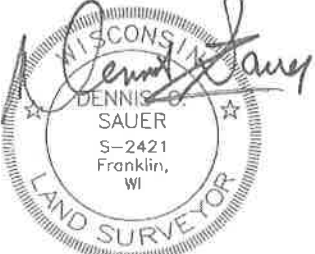
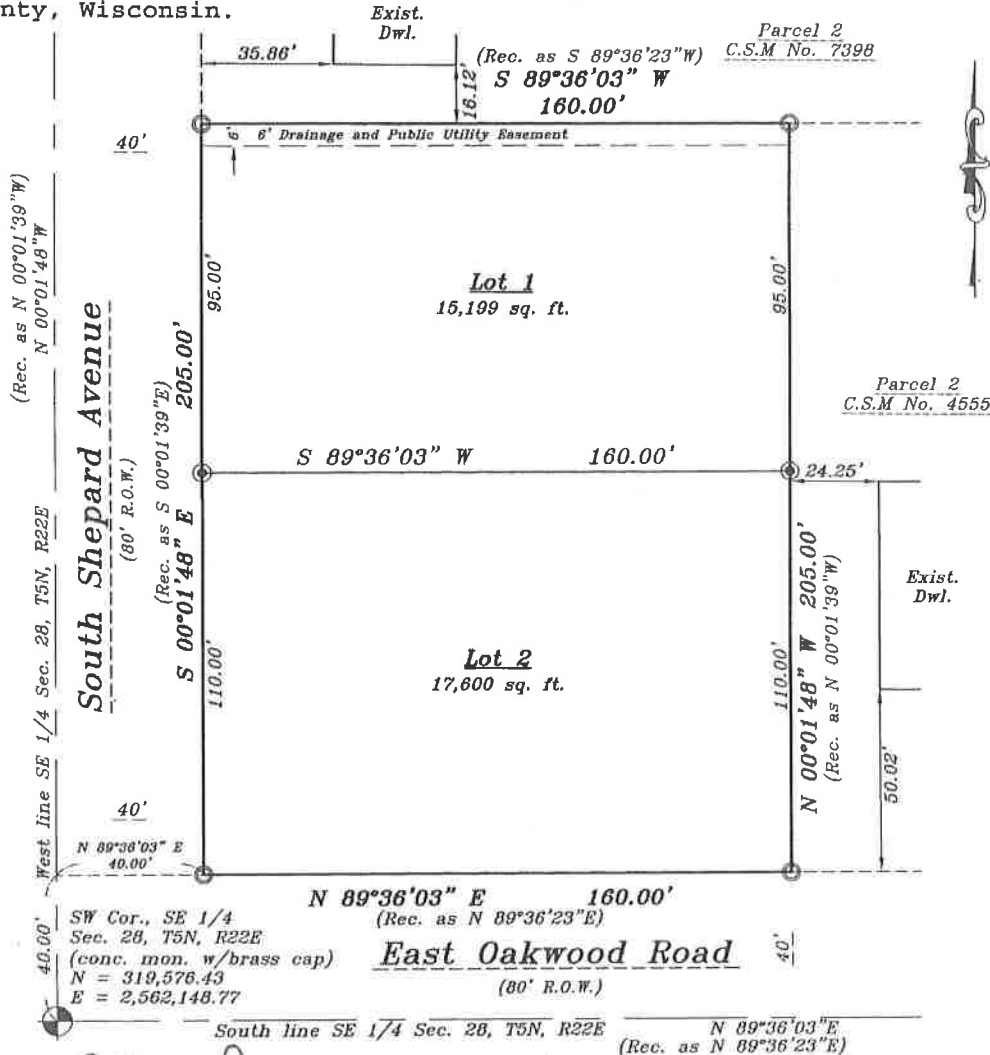
Department of Community Development



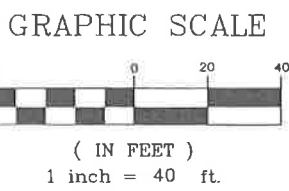
Legend	
	610 E. Oakwood Rd
Zoning Overlays	
	C-1-Shoreland Wetland
	FF-Flood Fringe
	Lakefront Overlay
	NO-Mixed Use Neighborhood
	OO-Mixed Use Office
	RR-Regional Retail

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Parcel 1 of Certified Survey Map No. 4555, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 28, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

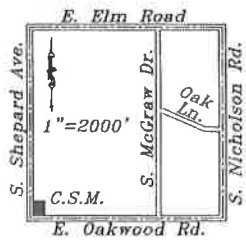


October 24, 2017
Rev. December 1, 2017



- — Denotes iron pipe found and accepted.
- — Denotes 1"x 24" iron pipe, 1.13 lbs/ft. set.

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27)(Jan. 2017), with the South line of the SE 1/4 of Sec. 28-5-22 having an assumed bearing of N 89°36'03" E.



Prepared for:
Bradley Schmidt
810 East Oakwood Road
Oak Creek, WI 53154

Prepared by:
Dennis C. Sauer PLS 2421
Metropolitan Survey Service, Inc.
9415 W. Forest Home Ave.
Hales Corners, WI 53130