



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

COMMON COUNCIL MEETING AGENDA

JANUARY 16, 2018

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: 12/19/17

Recognition

4. **Resolution:** Consider Resolution No. 11901-011618, a Resolution of Commendation to Korey A. Luczak, retiring Fire Fighter (by Committee of the Whole).
5. **Resolution:** Consider Resolution No. 11902-011618, a Resolution of Commendation to James P. Piraino, retiring Electrical Inspector (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.

6. **Conditional Use:** Consider a request by Samuel D. Dickman, 4545, LLC for a Conditional Use Permit for freight yard/freight terminal/trans-shipment depot uses on the property at 10651 S. Oakview Parkway (5th District).
7. **Ordinance:** Consider Ordinance No. 2895, approving a Conditional Use Permit for freight yard/ freight terminal/trans-shipment depot uses on the property at 10651 S. Oakview Parkway (5th District).

New Business

8. **Informational:** The Tourism Commission will provide the Council with a recap of their 2017 events.
9. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending November 30, 2017.

Visit our website at www.oakcreekwi.org for the agenda and accompanying common council reports.

10. **Resolution:** Consider Resolution No. 11897-011618, approving a License Agreement between the City of Oak Creek and Wisconsin Technology Networking, LLC (Various Districts).
11. **Motion:** Consider a motion to concur with the Mayor's appointments as follows:
Plan Commission – filling a vacant 3 year term, expiring 4/2019
 - Christine Hanna, 1222 W. Oakwood Rd.
12. **Motion:** Consider a motion to approve the December 22, 2017 Vendor Summary Report in the combined total amount of \$491,769.09 (by Committee of the Whole).
13. **Motion:** Consider a motion to approve the January 10, 2018 Vendor Summary Report in the combined total amount of \$856,418.77 (by Committee of the Whole).

FIRE

14. **Motion:** Consider a motion to approve the purchase of a 2018 Braun Ambulance with a Ford Chassis in the amount of \$250,000 (by Committee of the Whole).

WATER & SEWER UTILITY

15. **Resolution:** Consider Resolution No. 11903-011618, endorsing the proposed water quality improvement project including advanced disinfection for the protection of public health (by Committee of the Whole).
16. **Ordinance:** Consider Ordinance No. 2894, establishing local sewer rates for the City of Oak Creek Water and Sewer Utility (by Committee of the Whole).

COMMUNITY DEVELOPMENT

17. **Resolution:** Consider Resolution No. 11904-011618, approving a Certified Survey Map for Brian and Jenny Stramowski for the property at 1825 E. Drexel Ave. (3rd District).
18. **Ordinance:** Consider Ordinance No. 2896, adopting an amendment to the Comprehensive Plan for the properties at 410 and 500 W. Drexel Ave. (2nd District).

LICENSE COMMITTEE

19. **Motion:** Consider a motion to take action on the various license requests as listed on the 1/16/18 License Committee Report (by Committee of the Whole).

MISCELLANEOUS

20. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes Section 19.85(1)(e) to discuss next steps for construction of buildout and lease agreement for the space at 332 West Town Square Way for public restrooms at Drexel Town Square.
21. **Motion:** Consider a motion to reconvene into Open Session.
22. **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

RESOLUTION 11901-011618

**RESOLUTION OF COMMENDATION
TO KOREY A. LUCZAK**

WHEREAS, KOREY A. LUCZAK will be retiring from his position as Fire Fighter effective January 3, 2018, after 24 years and 2 months of dedicated full time service to the City of Oak Creek Fire Department; and

WHEREAS, during his years of service, KOREY A. LUCZAK has performed his duties admirably, looking out for the health, safety, and welfare of the citizens of Oak Creek; and

WHEREAS, KOREY A. LUCZAK responded to many major alarms utilizing his skills in fire fighting and rescue and dedication without hesitation; and

WHEREAS, KOREY A. LUCZAK has been an Emergency Medical Technician in the State of Wisconsin and during his career has cared for thousands of citizens who were sick or injured, always delivering caring and skilled emergency care to them; and

WHEREAS, KOREY A. LUCZAK conducted many tours and participated in fire prevention activities for the children of Oak Creek during his career; and

WHEREAS, KOREY A. LUCZAK was the lead person in minor equipment maintenance and repair; and

WHEREAS, KOREY A. LUCZAK was on several vehicle committees having input and review of new purchases of engines and ambulances; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek for and on behalf of the citizens of the City of Oak Creek, that sincere gratitude and appreciation be extended to KOREY A. LUCZAK for his many years of dedicated and faithful service to the City of Oak Creek and the Fire Department, that the best wishes for good health and happiness be extended to KOREY A. LUCZAK and his family on his retirement.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and that the City Clerk is hereby directed to transmit a suitable copy thereof to KOREY A. LUCZAK.

Passed and adopted this 16th day of January 2018.

President, Common Council

Approved this 16th day of January 2018.

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

RESOLUTION 11902-011618

**RESOLUTION OF COMMENDATION
TO
JAMES P. PIRAINO**

WHEREAS, James Piraino began his employment with the City of Oak Creek on April 28, 1999, as a full-time Electrical Inspector; and

WHEREAS, Jim Piraino has retired from his position as Electrical Inspector effective January 3, 2018, after serving over eighteen years and eight months of full-time service to the City of Oak Creek.

WHEREAS, Jim Piraino was a very effective employee during his years of service with the City of Oak Creek Inspection Department, answering many calls and providing immeasurable service to the community; and

WHEREAS, Jim Piraino has responded to street light knock downs at all hours of the night and conducted inspections too numerous to count; and

WHEREAS, Jim Piraino, during his years of service, has performed his duties admirably, always looking out for the health, safety, and welfare of this great community and the residents of the City of Oak Creek; and

WHEREAS, Jim Piraino received recognition from the Wisconsin Department of Safety and Professional Services, commending the Inspection Department on plan review efforts and maintenance of thorough and well-organized inspection records; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek for an on behalf of the residents of the City, that sincere gratitude and appreciation be extended to James P. Piraino for his years of dedicated and faithful service to the City of Oak Creek and the Oak Creek Inspection Department and that best wishes for good health and happiness be extended to James P. Piraino and his family on his retirement.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and the City Clerk be and is hereby directed to transmit a suitable copy thereof to James Piraino.

Passed and adopted this 16th day of January, 2018.

President, Common Council

Mayor

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

TO BE PUBLISHED DECEMBER 6 & 13, 2017

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a request submitted by Samuel D. Dickman, 4545, LLC for a Conditional Use Permit for freight yard/freight terminal/trans-shipment depot uses on the property at 10651 S. Oakview Pkwy.

Hearing Date: January 16, 2018
Time: 7:00 p.m.
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Applicant: Samuel D. Dickman, 4545, LLC
Property Owner: K & Z Partners II, LLC
Property Location(s): 10651 S. Oakview Pkwy.
Tax Key(s): 955-1023-000

Legal Description:

Lot 1 of Certified Survey Map No. 8718, recorded August 31, 2015, in Reel 8709, as Document No. 10494589, being a redivision of all of Lot 1 of Certified Survey Map No. 8609, located in part of the Southwest ¼ of the Northeast ¼ and the Northwest ¼ of the Southeast ¼ of Section 32, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

The Common Council has scheduled other public hearings for January 16, 2018 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 29, 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, preferably a minimum of 48 hours. For additional information, or to request this service, contact the Oak Creek City Clerk at 766-7000 or write to the ADA Coordinator at the Health Department, City Hall, 8040 S. 6th St., Oak Creek, WI 53154.



COMMON COUNCIL REPORT

Item: Conditional Use Permit - 4545, LLC - 10651 S. Oakview Parkway

Recommendation: That the Council adopts Ordinance 2895, an ordinance to approve a Conditional Use Permit for freight yard / freight terminal / trans-shipment depot uses on the property at 10651 S. Oakview Parkway.

Fiscal Impact: Approval will allow a portion of the existing multi-tenant industrial building in OakView Business Park to be used for freight yard / freight terminal / trans-shipment depot uses. This property is located within TID 8.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The Applicant, 4545, LLC, is requesting Conditional Use approval for freight yard / freight terminal / trans-shipment depot uses on the property at 10651 S. Oakview Pkwy. Freight yard / freight terminal / trans-shipment depot uses are Conditional Uses in the M-1, Manufacturing district. Site and building plans for a multitenant manufacturing and warehouse building were reviewed and approved by the Plan Commission on November 14, 2017.

Per the submitted narrative, approximately 75 employees are anticipated during a daytime shift, with hours of operation between 6:00 AM and 10:00 PM Monday through Friday (potentially through Saturday). Truck parking is provided on the south side of the building, and approximately 30 daily deliveries by semi-trailer are anticipated. No outdoor storage, other than screened semi-trailer parking and trash within an enclosure, has been requested.

The Plan Commission reviewed the proposed Conditional Use Permit at their meeting on November 14, 2017, and has recommended its approval subject to the attached Conditions and Restrictions (reviewed and recommended for approval at the November 28, 2017 Plan Commission meeting).

Options/Alternatives: Council has the discretion to modify the proposed Conditions and Restrictions as part of the approval of the Conditional Use Permit.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Kari Papelbon, CFM, AICP
Planner


Fiscal Review:



Bridget M. Souffrant

Finance Director/Comptroller

Approved:



Douglas W. Seymour, AICP

Director of Community Development

Attachments:

Ordinance 2895

Location Map

Hearing Notice

Applicant Narrative

Plan Commission minutes

Conditions and Restrictions

ORDINANCE NO. 2895

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR FREIGHT YARD/FREIGHT TERMINAL/TRANS-SHIPMENT DEPOT USES ON THE PROPERTY AT 10651 S. OAKVIEW PKWY.

(5th Aldermanic District)

WHEREAS, 4545, LLC, has applied for a Conditional Use Permit that would allow freight yard/freight terminal/trans-shipment depot uses on the property at 10651 S. Oakview Pkwy.; and

WHEREAS, the properties are more precisely described as follows:

Lot 1 of Certified Survey Map No. 8718, recorded August 31, 2015, in Reel 8709, as Document No. 10494589, being a redivision of all of Lot 1 of Certified Survey Map No. 8609, located in part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

WHEREAS, the Plan Commission has reviewed this proposal and has recommended that the Conditional Use be approved; and

WHEREAS, the Common Council held a public hearing on this matter on January 16, 2018, at which time all interested parties appeared and were heard; and

WHEREAS, the Plan Commission had recommended that the application for a Conditional Use be approved and authorized subject, however, to the imposition of certain conditions and restrictions upon the design, construction, location and operation of this Conditional Use and which conditions and restrictions are incorporated by reference into the amended Conditional Use Permit; and

WHEREAS, following said public hearing and upon recommendation of approval of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the Conditional Use were approved and authorized for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Conditional Use.

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 Building Commissioner is hereby authorized to grant a Conditional Use Permit for freight yard/freight terminal/trans-shipment depot uses on the property at 10651 S. Oakview Pkwy., which shall include the aforementioned conditions and restrictions.

SECTION 2: The Conditional Use is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for freight yard/freight terminal/trans-shipment depot uses.

SECTION 3: 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 4: 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 5: This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this 16th day of January, 2018.

President, Common Council

Approved this 16th day of January, 2018.

Mayor

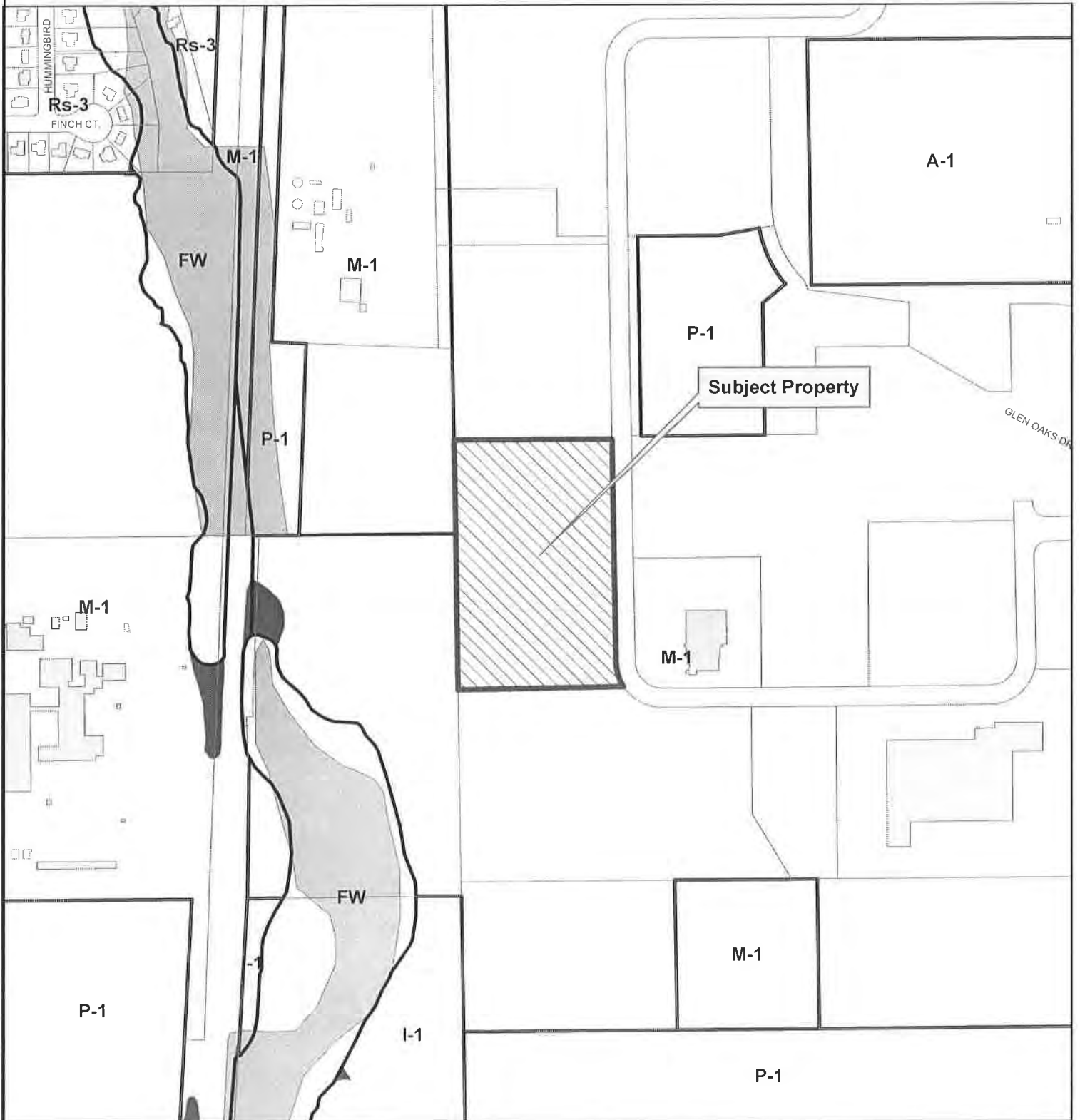
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

10651 S. Oakview Pkwy



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



Department of Community Development



Legend		Zoning Overlays	
	10651 S. Oakview Pkwy		C-1 Shoreland Wetland
			FF Forest Fringe
			Limited Overlay
			HO Mixed-Use Neighborhood
			SO Mixed-Use Office
			RR Regional Retail

TO BE PUBLISHED DECEMBER 6 & 13, 2017

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a request submitted by Samuel D. Dickman, 4545, LLC for a Conditional Use Permit for freight yard/freight terminal/transshipment depot uses on the property at 10651 S. Oakview Pkwy.

Hearing Date: January 16, 2018
Time: 7:00 p.m.
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Applicant: Samuel D. Dickman, 4545, LLC
Property Owner: K & Z Partners II, LLC
Property Location(s): 10651 S. Oakview Pkwy.
Tax Key(s): 955-1023-000

Legal Description:

Lot 1 of Certified Survey Map No. 8718, recorded August 31, 2015, in Reel 8709, as Document No. 10494589, being a redivision of all of Lot 1 of Certified Survey Map No. 8609, located in part of the Southwest ¼ of the Northeast ¼ and the Northwest ¼ of the Southeast ¼ of Section 32, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

The Common Council has scheduled other public hearings for January 16, 2018 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 29, 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, preferably a minimum of 48 hours. For additional information, or to request this service, contact the Oak Creek City Clerk at 766-7000 or write to the ADA Coordinator at the Health Department, City Hall, 8040 S. 6th St., Oak Creek, WI 53154.

PLAN COMMISSION APPLICATION

Building Size:	136,500 square feet
Demised Space:	136,500 square feet
Office Space:	7,000 square feet
Number of Employees:	75
Hours of Operation:	6:30 a.m. to 10:00 p.m.
Property Modifications:	Build out of office space.
Frequency of Deliveries:	30 semi-trailers
Truck Parking:	Trailer trucks will be stored at night in the rear of the property in the designated area. This area is well lit and has a dolly pad for the trailers.
Car Parking Stalls:	165
Outdoor Storage:	None
Use:	Assembly, processing, manufacturing, storage, distribution, warehousing, delivery services, transportation and logistics, as well as ancillary office, professional and administrative uses consistent with the M-1 Manufacturing District

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

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Dickmann, Commissioner Johnston, Commissioner Carrillo, Commissioner Loreck, Alderman Guzikowski, and Commissioner Siefert. Commissioner Correll and Commissioner Chandler were excused. Also present: Kari Papelbon, Planner; Pete Wagner, Zoning Administrator/Planner; and Mike Kressuk, Assistant Fire Chief.

**CONDITIONAL USE PERMIT
SAMUEL DICKMAN, JR. 4545 LLC
10651 S. OAKVIEW PARKWAY
TAX KEY NO. 955-1023-000**

Planner Papelbon provided an overview of the request for freight yard/freight terminal/trans-shipment depot uses on the property (see staff report for details).

Commissioner Dickmann asked about the amount of deliveries. Planner Papelbon responded that that was not specified in the narrative. Mr. Dickman responded that they don't have an exact amount, but about 30 deliveries will be coming and going each day. As they get tenants in, they are trying to get ahead of the game because it takes a while to get the zoning. Once they find that tenant, they want to get in fairly quickly.

Commissioner Siefert moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit for freight yard/freight terminal/trans-shipment depot uses on the property at 10651 S. Oakview Pkwy., after a public hearing and subject to conditions and restrictions that will be prepared for the Commission's review at the next meeting (November 28, 2017). Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

ATTEST:



Douglas Seymour, Plan Commission Secretary

November 14, 2017
Date

**SELECTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, NOVEMBER 28, 2017**

Alderman Guzikowski called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Dickmann, Commissioner Johnston, Commissioner Carrillo, Commissioner Loreck, Alderman Guzikowski, Commissioner Correll, Commissioner Siepert, and Commissioner Chandler. Mayor Bukiewicz was excused. Also present: Kari Papelbon, Planner; Pete Wagner, Zoning Administrator/Planner; and Mike Kressuk, Assistant Fire Chief.

CONDITIONS AND RESTRICTIONS

**4545 LLC
10651 S. OAKVIEW PARKWAY
TAX KEY NO. 955-1023-000**

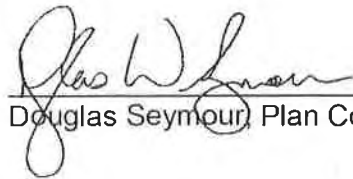
Planner Papelbon provided an overview of the request to review conditions and restrictions for freight yard/freight terminal/trans-shipment depot uses on the property (see staff report for details).

Commissioner Correll asked about the hours of operation. Planner Papelbon responded that the estimated hours of operation are 6 a.m. to 10 p.m., but that will vary based on the tenant use.

Commissioner Siepert motioned that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of Conditional Use Permit for freight yard/freight terminal/trans-shipment depot uses on the property at 10651 S. Oakview Pkwy., after a public hearing. Commissioner Chandler 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 6:33 p.m.

ATTEST:



Douglas Seymour, Plan Commission Secretary

12/12/17 & 1/9/18

Date

**City of Oak Creek – Conditional Use Permit (CUP)
DRAFT Conditions and Restrictions**

Applicant: Samuel Dickman, 4545, LLC
Property Address: 10651 S. Oakview Parkway
Tax Key Number: 955-1023-000
Conditional Use: Freight yard/freight terminal/trans-shipment depot uses

Approved by Plan Commission: 11-28-17
Approved by Common Council: TBD
(Ord. # 2895)

1. LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 8718, recorded August 31, 2015, in Reel 8709, as Document No. 10494589, being a redivision of Lot 1 of Certified Survey Map No. 8609, located in part of the Southwest ¼ of the Northeast ¼ and the Northeast ¼ of the Southeast ¼ of Section 32, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

- A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect.
- B. A precise detailed site plan for the area affected by the Conditional Use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) **General Development Plan**

- a) Detailed building/structure/equipment location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
 - i) Location
 - ii) Number of employees
 - iii) Number of surface spaces
 - iv) Dimensions
 - v) Setbacks
- h) Location(s) of loading berth(s)
- i) Location of sanitary sewer (existing & proposed)
- j) Location of water (existing & proposed)
- k) Location of storm sewer (existing & proposed)
- l) Location(s) of wetlands (field verified)
- m) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

2) **Landscape Plan**

- a) Screening plan, including parking lot screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

3) **Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans
- c) Materials of construction (including colors)

4) **Lighting Plan**

- a) Types & color of fixtures
- b) Mounting heights
- c) Types & color of poles
- d) Photometrics of proposed fixtures

5) **Grading, Drainage and Stormwater Management Plan**

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins (if required)

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction

C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.

D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for

approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.

- E. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. All trucks and trailers shall be parked in designated parking stalls on the south side of the property.
- B. There shall be no outdoor storage of materials, equipment, or supplies.
- C. There shall be no maintenance of vehicles on the property.
- D. Solid waste collection and recycling shall be the responsibility of the owner
- E. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with the approved OakView Business Park Planned Unit Development Conditions and Restrictions (as amended), site plans approved by the Plan Commission on November 14, 2017 (as amended), and Sections 17.0403 & 17.0404 of the Municipal Code (as amended).

5. LIGHTING

All plans for new outdoor lighting shall be reviewed and approved by the Electrical Inspector in accordance with Section 17.0808 of the Municipal Code (as amended).

6. SETBACKS

	Front and Street Setback	Rear (East) Setback	Side (South) Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure*	40 ft	5 ft	5 ft
Parking	30 ft	5 ft	5 ft

** No accessory structures shall be permitted in the front yard or in required buffer yards.*

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these conditions and restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if a building permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. OTHER REGULATIONS

Compliance with all other applicable City, State, DNR and Federal regulations, laws, Code, ordinances, and orders, as amended, not heretofore stated or referenced, is mandatory.

9. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 9 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other city ordinances.

10. REVOCAION

Should an applicant, his heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use as set forth in Section 17.1007 of the Municipal Code (as amended).

11. ACKNOWLEDGEMENT

The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns.

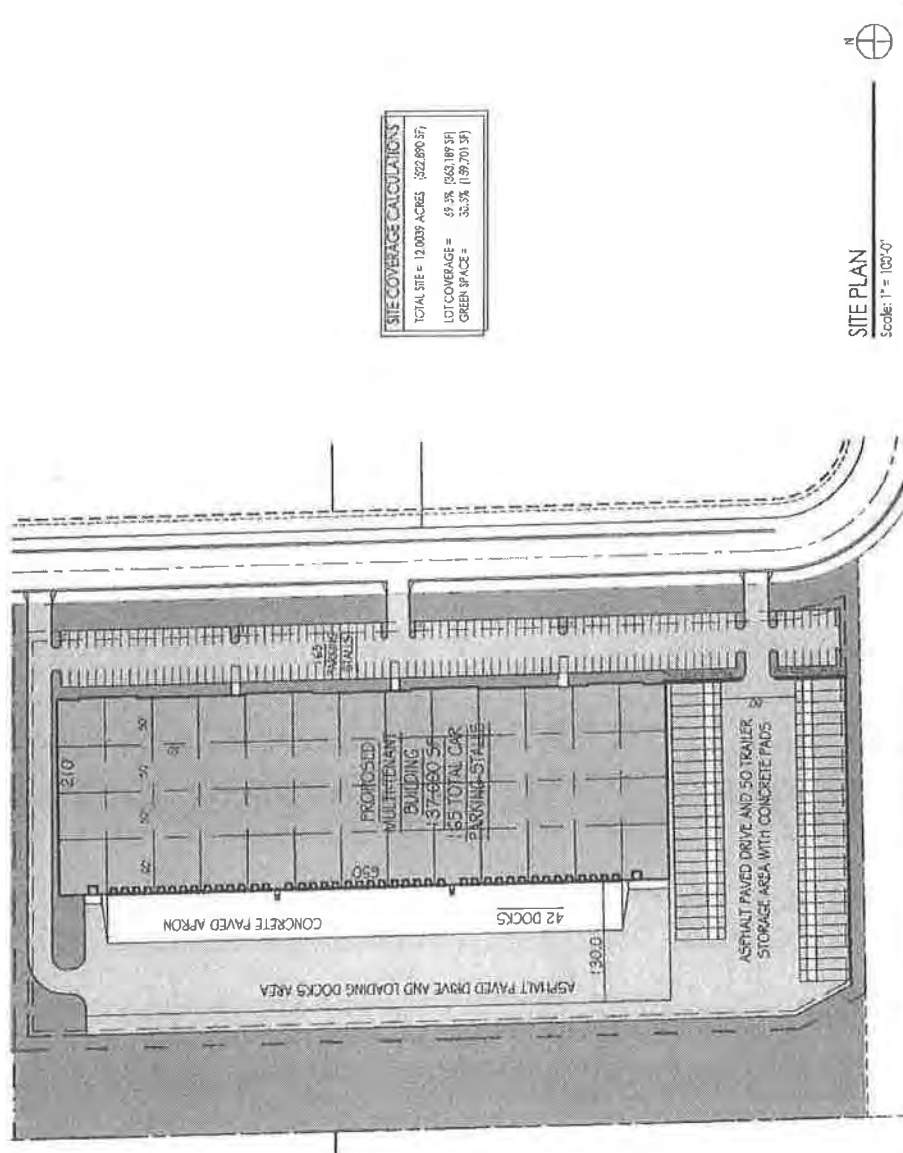
Owner / Authorized Representative Signature

Date

(please print name)

EXHIBIT A: APPROVED SITE PLANS

(Modifications to these plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission)



SITE COVERAGE CALCULATIONS	
TOTAL SITE = 12.0009 ACRES	(322,890 SF)
LOT COVERAGE =	49.5% (156,119 SF)
GREEN SPACE =	35.5% (119,701 SF)

SITE PLAN
Scale: 1" = 100'-0"

BRIOHN

MULTITENANT BUILDING



COMMON COUNCIL REPORT

Informational: Summarized Treasurer's Report for the City of Oak Creek investment and banking accounts, for the month ending November 30, 2017.

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.

- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

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 November 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	\$ 5,557,807.54	\$ 5,131,381.70	\$ 4,584.51	1.14333%
• DANA Investments	\$ 5,679,521.56	\$ 5,677,569.44	\$10,858.55	1.66%
• BMO Global	\$ 4,866,174.87	\$ 4,857,524.18	\$ 8,123.11	1.65%
• American Deposit	\$ 2,882,932.47	\$ 2,883,185.97	\$ 2,580.71	1.09%
• LGIP	\$ 4,800,634.36	\$ 6,653,880.57	\$ 4,950.66	1.09%
• Ehlers	<u>\$ 6,361,069.54</u>	<u>\$ 6,365,514.95</u>	<u>\$ 5,036.01</u>	1.2591%
• Total Treasury	\$30,148,140.34	\$31,569,056.81	\$ 36,133.55	

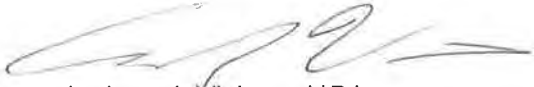
Tax Collections:

• Collections at City Hall (Tax Acct 2)	\$0	
• Collections At Bank/Lockbox	\$ _____	
Total Tax Collections	\$0	0.00% of Tax Levied

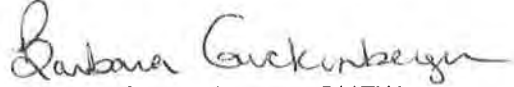
Please note: Since there was not a Common Council meeting on the first Tuesday in January 2018, this report is being presented at the second meeting in January.

Respectfully submitted:

Prepared:

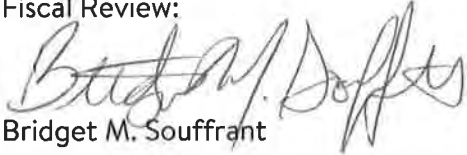


Andrew J. Vickers, MPA
City Administrator



Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Summarized Treasurer's Report

**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	5,557,807.54	4,634,080.68	(5,060,506.52)				
General Fund	5,088,083.28	4,157,610.87	(4,530,068.82)	4,715,625.33	5,131,381.70	4,584.51	1.14333%
0	-	-	-	-	-	-	-
Title 125	61,329.98	20,515.22	(16,764.35)	65,080.85			
Police Credit Card	57,405.30	17,696.76	(39,489.55)	35,612.51			
Parks & Rec Counter Credit Card	19,866.60	1,959.50	(18,195.45)	3,630.65			
Tax Payment Account #2	92,351.14	-	-	92,351.14			
Parks & Rec Online Credit Card	13,876.24	633.00	(13,731.56)	777.68			
Health Insurance	4,021.03	363,443.06	(332,643.77)	34,820.32			
Tax Payment Account	53,382.18	-	-	53,382.18			
EMS	167,491.79	72,222.27	(109,613.02)	130,101.04			
DANA Investment Advisors	5,679,521.56	11,711.30	(13,663.42)				
				5,677,569.44	10,858.55	1.66%	17.98%
BMO Global Asset Management	4,866,174.87	8,123.11	(16,773.80)				
				4,857,524.18	8,123.11	1.65%	15.39%
American Deposit Management (ADM)	2,882,932.47	2,580.71	(2,327.21)				
*ADM General Account Balance	2,327.21	-	(2,327.21)	0.00	2,883,185.97	2,580.71	1.09%
							9.13%
Local Government Investment Pool (LGIP)	4,800,634.35	4,953,246.21	(3,100,000.00)				
*LGIP General Account Balance	2,305,242.16	4,951,014.26	(3,100,000.00)	4,156,256.42	6,653,880.57	4,950.66	1.09%
						2,718.71	21.08%
**Ehlers Investment	6,361,069.54	9,604.62	(5,159.21)				
	6,361,069.54	9,604.62	(6,125.13)	6,364,549.03	6,365,514.95	5,036.01	1.2591%
							20.16%
Total Balance	30,148,140.34	9,619,346.63	(8,198,430.16)				
				31,569,056.81	36,133.55		

*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

COMMON COUNCIL REPORT

Item: License Agreement with Wisconsin Technology Networking, LLC (WITN)

Recommendation: That the Common Council adopts Resolution No. 11897-011618 approving a License Agreement between the City of Oak Creek and Wisconsin Technology Networking, LLC. (Various Aldermanic Districts)

Fiscal Impact: Payments received would be placed into the City's General Fund.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Wisconsin Technology Networking LLC (WITN) is certified by the Public Service Commission as a public utility in the State of Wisconsin. WITN has represented itself as a communication services provider working to provide "in-fill" infrastructure for better connectivity as data demands continue to grow rapidly. As a certified public utility WITN has rights to locate within public right-of-way in the City per state statutes, and therefore the City cannot simply refuse its requests to locate within public right-of-way.

Several departments have spent a significant amount of time on this issue, including research by legal, and WITN has been responsive to staff's requests for further information as we've sought to mitigate safety and aesthetic concerns.

Currently, WITN has a pending request to locate its "small cell" equipment on a standard 30' City light pole in Northbranch Industrial Park; specifically, this is the first light pole east of 13th Street on the south side of Northbranch Drive. City staff responded to WITN's request with an inquiry on compensation for locating on the City light pole. WITN indicated that its current policy is to offer compensation to municipalities for locating within right-of-way when a license agreement has been entered into.

The License agreement provides for WITN to pay annual rent of \$1,000 per pole in 2017 (prorated), with a 3.0% increase to the annual rent effective January 1 of each successive year. The agreement would establish the base conditions for WITN small cell facility placement(s) in public right-of-way. Thus, it does address possible future placement of more WITN installations within the right-of-way, and it outlines that each site is to have a "supplement" signed by both the City and WITN. The supplement allows the City to review each site and to work with WITN to address each party's needs from functional, aesthetic and safety standpoints.

Options/Alternatives: The City could opt to simply grant a standard right-of-way permit and collect the one-time standard fee (totaling \$75), or the City could deny the request and face possible legal

ramifications for the denial.

Respectfully submitted:

Prepared:



Andrew J. Vickers, MPA
City Administrator



Michael C. Simmons, P.E.
City Engineer

Fiscal Review:

Reviewed:



Bridget M. Souffrant
Finance Director/Comptroller



Melissa L. Karls
City Attorney

Attachments:

1. WITN Agreement
2. Resolution No. 11897-011618

RESOLUTION NO. 11897-011618

BY: _____

RESOLUTION APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF OAK CREEK AND WISCONSIN TECHNOLOGY NETWORKING, LLC

(VARIOUS ALDERMANIC DISTRICTS)

WHEREAS, communications services provider Wisconsin Technology Networking, LLC (WITN) is certified by the Public Service Commission as a public utility in the State of Wisconsin, and;

WHEREAS, WITN has applied to install small cell equipment on a City light pole, and;

WHEREAS, the proposed License Agreement between the City and WITN provides for mutually agreed upon conditions for WITN's installation, operation, maintenance and removal of its small cell equipment in the public right-of-way, and;

WHEREAS, the proposed License Agreement between the City and WITN also outlines compensation from WITN to the City for placement of its small cell equipment within public right-of-way,

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the License Agreement between the City and WITN is hereby approved 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 a fully executed original of the License Agreement to WITN.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of January, 2018.

Passed and adopted this 16th day of January, 2018.

Kenneth Gehl, Common Council President

Approved this 16th day of January, 2018.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

**LICENSE AGREEMENT BETWEEN
THE CITY OF OAK CREEK AND
WISCONSIN TECHNOLOGY NETWORKING, LLC**

This License Agreement (“Agreement”) is entered into this ____ day of January 2018 between the City of Oak Creek, 8040 South 6th Street, Oak Creek, Wisconsin 53154 (“Licensor”) and Wisconsin Technology Networking, LLC, 660 Newport Center Drive, Suite 200, Newport Beach, California 92660 (“Licensee”). Licensor and Licensee are collectively referred to as the “Parties” or individually as the “Party.”

WHEREAS, Licensor is the owner, grantee or licensee of certain light poles and other similar utility poles located in the public right-of-way; and

WHEREAS, Licensee desires to install, maintain and operate “small cell” communications equipment in and/or upon certain of Licensor’s light poles and other similar utility poles located in the public right-of-way; and

WHEREAS, Licensor and Licensee desire to enter into this Agreement to define the general terms and conditions that would govern their relationship with respect to allowing the use of particular sites within public rights-of-way within the City of Oak Creek territorial boundaries at which Licensor may permit Licensee to install, maintain and operate “small cell” communications equipment as hereinafter set forth; and

WHEREAS, this Agreement applies to “small cell” infrastructure only, not “transport” facilities; and

WHEREAS, “small cell” infrastructure is generally defined as antennae, relays, radios, disconnects, electric services with meter pedestals, and other related equipment installed upon existing standard height (maximum 40’ height) light poles and other similar utility poles, or on Licensee’s installed maximum height 40’ poles; and “transport” facilities are defined as taller (exceeding 40’ in height) poles and towers with equipment mounted; and

WHEREAS, Licensor and Licensee acknowledge that they will enter into a License Supplement (“Supplement”), a copy of which is attached hereto as Exhibit A, with respect to any particular location, site or pole that the Parties agree to license,

NOW THEREFORE, in consideration of and fully incorporating the above mutual covenants and intending to be legally bound thereby, the Parties hereto agree as follows:

1. Premises. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, Licensor agrees to license to Licensee only that certain space on Licensor’s light poles and other similar utility poles necessary for the attachment, operation and maintenance of Licensee’s communications equipment (“Premises”), together with the non-exclusive right of ingress and egress from a public right-of-way, seven days a week, 24 hours a day, to and from the Premises for the purpose of installation, operation and maintenance of Licensee’s communications equipment. Licensor’s light poles and other similar utility poles are hereinafter referred to as “Pole”, and the entirety of Licensor’s property is hereinafter referred to as “Property.”

In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, Licensor agrees to grant Licensee or the local utility provider the right to install such utilities on, over and/or under the Property and to the Premises as necessary for Licensee to operate its communications facility, provided the location of such utilities shall be reasonably designated by Licensor. Irrespective of any other terms or descriptions in this Agreement and associated License Supplement(s), Licensee acknowledges that neither this Agreement nor any associated License Supplement(s): (1) entitle Licensee to exclusive use of any Pole, or (2) prevent other entities, including Licensee's competitors, from installing equipment on any Pole utilized by Licensee.

2. Condition of Premises. Where the Premises includes one or more Poles, Licensor covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws.

3. Term; Payments to the City.

A. Term of this Agreement. This Agreement shall be for an initial term of five years commencing upon the execution hereto by both Parties, and shall be automatically renewed for four additional successive five-year terms unless Licensee provides written notice to Licensor of its intent not to renew no later than three months in advance of the end of each term.

B. Term of each Supplement. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date") provided. The initial term of each Supplement shall commence on the first day of the month following the day that Licensee commences installation of the equipment on the Premises (the "Commencement Date"). Thereafter, the start and end dates of the Supplement term shall be the same as those of this Agreement. Should the Agreement be terminated for any reason, all Supplements made pursuant to this agreement also terminate at the same time.

Notwithstanding anything to the contrary contained herein, Licensee shall have the right to terminate each Supplement upon providing three (3) months prior written notice to Licensor. In the event of such a termination, Licensor shall be entitled to keep any pre-paid rent.

Additionally, if, at any time during the term of this Agreement or any Supplement, Licensor determines that the location of the Pole and the communication facility mounted thereon is a threat to public safety and welfare or interferes with a government construction project, Licensor shall have the right to require Licensee to relocate the communications facility to a mutually agreeable alternate Pole, provided said alternate Pole meets Licensee's technological needs.

C. Payments to City. Payments to Licensor for each Supplement shall commence and be due upon the Commencement Date in the amount described below, and shall be paid to Licensor at the following address:

City of Oak Creek
Attention: City Clerk
8040 South 6th Street
Oak Creek, WI 53154

or to such other person, firm or place as Licensor may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 16 below. Each rental payment shall include Licensor site specific notations as specified in each individual Supplement.

The rates for Licensee's annual payments per Supplement to Licensor are set forth in Exhibit B.

Licensor and Licensee acknowledge and agree that the initial rental payment for each Supplement shall be sent by Licensee no later than 45 days after the Commencement Date, provided that all rental payments for any calendar year must be sent to Licensor no later than December 15 of that year, and shall be prorated between the Commencement Date and the last day of the calendar year in which the Commencement Date occurs. Thereafter, annual rental payments for each Supplement shall be sent on January 1 of each year. Licensor and Licensee agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rent due under each Supplement shall increase on January 1 of each year to the amount provided in Exhibit B.

Licensor may audit its receipt of rental payments at any time. Should Licensor identify an inaccuracy in Licensee's rental payments, Licensor shall provide Licensee written notice of the inaccuracy. Within 30 days of receipt of such notice, Licensee and Licensor agree to cooperate to resolve the inaccuracy in good faith. Licensee agrees to provide Licensor with any payment necessary for reconciliation within 30 days of the Licensor and Licensee's agreement that a reconciliation payment is necessary. Said reconciliation payment shall not exceed three (3) years of rent for an individual pole attachment. Licensor's right to audit and receive a reconciliation payment shall in no way affect Licensor's right to terminate any Supplement or the Agreement according to the provisions in paragraphs 16 and 17.

Licensor hereby warrants to Licensee that Licensor holds good and sufficient title to and/or interest in the Property and right to receive payments and other benefits under each Supplement; Licensor shall provide upon request a completed Internal Revenue Service Form W-9, or equivalent to any party from whom payments are to be made to Licensor pursuant to this Agreement or a Supplement; and will provide other documentation requested by Licensee as appropriate. In the event that Licensor transfers any interest in or title to the Property, or any Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of Licensor shall provide to licensee appropriate documentation as described above within thirty (30) days of obtaining an interest in said Property, Supplement or this Agreement. All documentation shall be acceptable to Licensee in Licensee's reasonable discretion. Delivery of documentation to Licensee shall be a prerequisite for Licensee to send payments and notwithstanding anything to the contrary herein or in any Supplement, Licensee shall have no obligation to send any payments until documentation has been supplied to Licensee as provided herein, provided however, that payments will continue to accrue until such time as Licensee receives the documentation, within 30 days of a written request from Licensee, Licensor or any assignee(s) or transferee(s) of Licensor agrees to provide updated documentation of the types described above.

4. Extensions. Each Supplement shall automatically be extended for four additional five year terms unless Licensee terminates it at the end of the then current term by giving Licensor written notice of the intent to terminate at least three months prior to the end of the then current term. Notwithstanding anything herein, after the expiration of this

Agreement, its terms and conditions shall survive and govern until all of Licensee's equipment has been removed.

5. Use; Governmental Approvals. Licensee shall use the Premises for the purpose of constructing, maintaining, repairing and operating a "small cell" communications facility and uses incidental thereto. Any and all visible devices installed as part of the communications facility shall be included in the designs shown in and attached to each Supplement. Subject to the approval of the Licensor, Licensee shall have the right to engage its own contractors to perform any equipment installations as well as any pre-construction investigations, surveys, drawings and pre-construction services. Licensee shall have the right to add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any attachment attached to a Supplement with the approval of the Licensor, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee agrees to include a description and visual depiction of such equipment changes when requesting the consent of Licensor. Notwithstanding anything to the contrary contained herein, Licensee shall have the right to repair or replace its utilities, equipment, antennas and/or conduits or any portion thereof with like equipment during the term without the consent of Licensor. It is understood and agreed that Licensee's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit Licensee use of the Premises as set forth above. Licensor shall cooperate with Licensee in its effort to obtain such approvals and shall take no action which would adversely affect any approval(s) for use of the Property by Licensee. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner, Licensee shall have the right to terminate the applicable Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in accordance with the notice provisions set forth in Paragraph 15 and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by Licensor. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. At such time as all of Licensee's utilities, equipment, antennas and or conduit or any portion thereof has been completely removed from the Property, Licensee shall have no further obligations for the payment of rent to Licensor for the terminated Supplement.

The Parties agree and acknowledge that certain small cell communications equipment deployed by Licensee in the right-of-way pursuant to this Agreement may be owned and/or operated by Licensee's third party wireless carrier customers ("Carriers") and installed and maintained by Licensee pursuant to license agreements between Licensee and such Carriers. Such small cell communications equipment shall be treated as Licensee's equipment for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement; (ii) Licensor's sole point of contact regarding such small cell communications equipment shall be Licensee; and (iii) Licensee shall have the right to remove and relocate the small cell communications equipment.

6. Indemnification. Subject to Paragraph 8 below, to the extent permitted by law, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Additionally, if Licensee wishes to place its equipment on a Pole already containing similar cellular transmission equipment ("Other Equipment") owned or operated by another company, Licensee must certify to Licensor that Licensee's equipment will not interfere with the Other Equipment, and indemnify Licensor from all liability for all claims from the owner or operator of the Other Equipment for damage to, or interference or service interruption caused by, the placement of Licensor's equipment on the same Pole.

7. Insurance. Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, at its own cost and expense, Commercial General Liability insurance and Commercial Automobile Liability insurance covering against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of the facilities, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability, statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000). The insurance policies shall name Licensor, as an additional insured, with the exception of the workers' compensation policy. Licensee shall furnish copies of the required certificate(s) of insurance to Licensee at least 14 days prior to commencement of installation of any communications equipment on a Pole on the Property.

8. Limitation of Liability. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

9. Interference. Licensee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Licensor or other Licensees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed Licensee's equipment causes such interference, and after Licensor has notified Licensee in writing of such interference, Licensee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Licensor be entitled to terminate a Supplement or relocate the equipment as long as Licensee is making a good faith effort to remedy the interference issues. Other than equipment related to Licensor's use of the Property for lighting purposes, Licensor agrees that Licensor and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Licensee. The Parties acknowledge that there will not be an

adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

10. Removal at End of Term. Licensee shall, upon expiration of the Term, or within 180 days after any earlier termination of the Agreement or of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Licensor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Licensee to remain on the Premises after termination of the Supplement, Licensee shall pay rent at the then existing monthly rate until such time as the removal of the antenna structure, fixtures and all personal property are completed.

11. Licensor Pole Replacement. Upon the need for Licensor to replace a light or utility pole occupied by Licensee's facilities, due to age or other public works project, Licensee shall be responsible for the temporary placement of its facilities until the replacement pole is in place. Licensee shall then be responsible for placement of its facilities on Licensor's newly placed pole.

12. Rights Upon Sale. Should Licensor, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property or the Pole thereon to a purchaser other than Licensee, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Pole and or Property occupied by Licensee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize Licensee's rights hereunder and under the terms of the Supplement. Licensor further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting Licensor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by Licensee as set forth above.

13. Quiet Enjoyment and Representations. Licensor covenants that Licensee, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. Licensor represents and warrants to Licensee as of the execution date of each Supplement, and covenants during the Term that Licensor is seized of good and sufficient title and interest to the Pole and Property and has full authority to enter into and execute the Supplement.

14. Assignment. Notwithstanding any provision to the contrary, this Agreement and each Supplement under it may be sold, assigned or transferred by the Licensee without any approval or consent of the Licensor to the Licensee's parent, affiliates, subsidiaries or affiliates of its parent, or any person, firm or corporation that shall control, be under the control of, or be under common control with Licensee, or to any entity into which Licensee may be merged or consolidated or which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the

Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

15. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Licensor: City of Oak Creek
8040 South 6th Street
Oak Creek, WI 53154
Attn: City Clerk

Licensee: Wisconsin Technology Networking, LLC
660 Newport Center Drive, Suite 200
Newport Beach, California 92660
Attn.: Legal Department

With a copy to:

Wisconsin Technology Networking, LLC
660 Newport Center Drive, Suite 200
Newport Beach, California 92660
Attn.: Asset Management

Phone: (877) 999-7070

Email: assetmgmt@mobilitie.com

Email: legal@mobilitie.com

24/7 Emergency Contact Information

Network Operations Center (NOC)

Phone: (877) 244-7889

Email: mnoc@mobilitie.com

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. A phone call shall not constitute official notice.

16. Default. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the 30 days if the breaching Party commences the cure within the 30 day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or

affect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph.

17. Remedies. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

18. Environmental.

a. Licensor will be responsible for all obligations of compliance with any and all health, safety, environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any health, safety, environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity and installation of equipment now conducted in, on, or in any way related to the Pole or Property, unless such conditions or concerns are caused by the specific activities of Licensee in the Premises. Should applicable federal, state or local authorities determine that Licensee's equipment is detrimental to public health, Licensor may immediately terminate this Agreement and all related Supplements.

b. Licensor shall hold Licensee harmless and indemnify Licensee from and assume all duties, responsibility and liability at Licensor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Licensee; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Pole or Property or activities conducted thereon, unless such environmental conditions are caused by Licensee.

c. Licensee shall hold Licensor harmless and indemnify Licensor from and assume all duties, responsibility and liability at Licensee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by Licensee; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by Licensee.

19. Casualty. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within 45 days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than 45 days, then Licensee may, at any time following such fire or other casualty, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate the Supplement upon 15 days prior written notice to Licensor. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Premises is impaired.

20. Applicable Laws. During the Term, Licensor shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Licensee shall, in respect to the condition of the Premises and at Licensee's sole cost and expense, comply with (a) all Laws relating solely to Licensee's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by Licensee in the Premises. It shall be Licensor's obligation to comply with all Laws relating to the Pole in general, except as regards the Licensee's specific use. If any federal, state, or local laws, regulations, codes or ordinances (including those issued by the Federal Communications Commission of its successor agency) and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of the Parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, the Parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

21. Public Records. Both parties understand that the City/Licensor is bound by Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Licensee acknowledges that it is obligated to assist Licensor in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that Licensee must defend and hold Licensor harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for seven years after receipt of final payment under this Agreement.

22. Authorized Entities. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "Authorized Entity." No obligation is incurred or liability accepted by any Authorized Entity

until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

23. Miscellaneous. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the Licensor and the Licensee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Licensor or the Licensee in any dispute, controversy or proceeding. This Agreement may not be amended except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Witnesses:

WISCONSIN TECHNOLOGY NETWORKING,
LLC - LICENSEE

By: _____
[Typed Name]

Witnesses:

CITY OF OAK CREEK - LICENSOR

By: _____
Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

EXHIBIT A

LICENSE SUPPLEMENT

This License Supplement (“Supplement”) is made this ____ day of _____ of _____, between the City of Oak Creek, Wisconsin and Wisconsin Technology Networking, LLC.

1. License Agreement. This Supplement is a Supplement as referenced in that certain License Agreement between the City of Oak Creek and Wisconsin Technology Networking, LLC, dated _____ (the “Agreement”). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of the Agreement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Location of Pole and Description of Premises.

Location of Pole

List below the address of the Pole, describe the location upon which the premises are located, and attach any additional documents depicting the location.

Description of Premises

Instructions: Describe below the “Premises” licensed (i.e. only that certain space on Licensor’s light poles necessary for the attachment, operation and maintenance of Licensee’s communications equipment).

3. Term. The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. As consideration, rent under this Supplement shall be payable to Licensor as described in the Agreement.

5. Site Specific Terms. Each Payment sent by Licensee under this Supplement shall include the following notation under the Payee ID Section: “_____”.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Witnesses:

WISCONSIN TECHNOLOGY NETWORKING,
LLC - LICENSEE

By: _____
[Typed Name]

Witnesses:

CITY OF OAK CREEK - LICENSOR

By: _____
Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

EXHIBIT B

Annual rent for the year 2017 shall be \$1,000.00 per pole and/or site (“Supplement”). Rent schedule reflects a 3% annual escalation beginning on January 1, 2018 and annually thereafter on January 1 of each year, as listed by example in the schedule below:

License Year	Annual Rent per Pole
January 1 - December 31, 2018	\$1,030.00
January 1 - December 31, 2019	\$1,060.90
January 1 - December 31, 2020	\$1,092.73
January 1 - December 31, 2021	\$1,125.51
January 1 - December 31, 2022	\$1,159.27
January 1 - December 31, 2023	\$1,194.05
January 1 - December 31, 2024	\$1,229.87
January 1 - December 31, 2025	\$1,266.77
January 1 - December 31, 2026	\$1,304.77
January 1 - December 31, 2027	\$1,343.92
January 1 - December 31, 2028	\$1,384.23
January 1 - December 31, 2029	\$1,425.76
January 1 - December 31, 2030	\$1,468.53
January 1 - December 31, 2031	\$1,512.59
January 1 - December 31, 2032	\$1,557.97
January 1 - December 31, 2033	\$1,604.71
January 1 - December 31, 2034	\$1,652.85
January 1 - December 31, 2035	\$1,702.43
January 1 - December 31, 2036	\$1,753.51

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the December 22, 2017 Vendor Summary Report in the combined total of \$491,769.09.

Fiscal Impact: Total claims paid of \$491,769.09. Of this grand total paid, \$394,940.72 will impact the 2017 fiscal year. The remaining amount, \$96,828.37, will impact the 2018 fiscal year.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Of note are the following payments:

1. \$92,638.32 to Advanced Disposal (pg #1) for November recycling and trash pickup.
2. \$64,227.66 to Benistar (pg #2) for January Medicare supplement insurance.
3. \$12,510.94 to Kansas City Life Insurance Co (pg #7) for January disability insurance.
4. \$13,897.50 to Locution Systems Inc. (pg #7) for annual maintenance and service.
5. \$13,655.84 to MP Systems, Inc. (pgs #8-9) for 10th & Drexel Ave traffic signals project.
6. \$7,779.08 to Oak Creek Water & Sewer Utility (pg #9) for August through November digger's hotline services.
7. \$5,000.00 Reserve Account (pg #10) for postage refill.
8. \$9,200.00 TLC Carpet Care (pg #12) for carpet cleaning services at Civic Center and Library.
9. \$5,450.00 to Uline (pg #12) for City picnic tables and umbrella setup.
10. \$29,635.20 to WE Energies (pgs #12-13) for street lighting, electricity & natural gas.
11. \$16,333.77 to World Fuel (pg #13) for fuel inventory.
12. \$146,709.29 to Zenith Tech (pg #13) for bridge maintenance project.

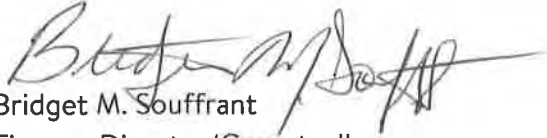
Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Invoice GL Distribution Report for 12/22/17

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the January 10, 2018 Vendor Summary Report in the combined total of \$856,418.77.

Fiscal Impact: Total claims paid of \$856,418.77. Of this grand total paid, \$638,075.23 will impact the 2017 fiscal year. The remaining amount, \$218,343.54, will impact the 2018 fiscal year.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Of note are the following payments:

1. \$13,107.48 to Baycom, Inc. (pg #3) for 2018 Radio maintenance agreement, Police Department.
2. \$64,227.66 to Benistar (pg #) for January Medicare supplement insurance.
3. \$7,612.50 to Berghammer Construction (pg #3) for bond refund.
4. \$137,303.79 to Edgerton Contractors, Inc. (pg #7) for Lake Vista Community Park and playground.
5. \$11,450.00 to ESRI, Inc. (pg #8) for annual license fee, IT Department.
6. \$10,521.70 to Godfrey & Kahn S.C. (pg #10) for legal services regarding Emerald Row, senior living development, and 6th & Rawson.
7. \$87,891.74 to JPM (pgs #28-38) 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.
8. \$21,258.00 to Madison Truck Equipment (pg #15) for pre-wet system, replacement body - DPW
9. \$9,707.87 to MADACC (pg #16) for 1st quarter animal control payment.
10. \$10,112.35 to Motorola Solutions, Inc. (pg #17) for Police Department portable radios.
11. \$42,026.68 to Payne & Dolan, Inc (pg #18) for street improvements and asphalt.
12. \$81,212.28 to PropPhoenix (pg #18) for annual maintenance and support fee - IT Department.
13. \$10,436.31 to Rivistas Subscription services (pg #19) for magazine and newspaper subscription renewal - Library Department.

-
14. \$7,910.00 to Ruekert/Mielke (pgs #19-20) for annual subscriptions for cloud services, and core/public mapping.
 15. \$7,530.28 to Securian Financial Group, Inc. (pgs #20-21) for employee life insurance.
 16. \$8,170.00 to Security Benefit Group (pg #21) for 2017 WI Veba plan, Police Department.
 17. \$168,976.00 to Super Excavators, Inc. (pg #23) for Ikea Way, Phase 3, water main construction.
 18. \$29,063.00 to Titan Public Safety Solutions, LLC (pg #23) for 2nd and final payment for purchase of TIPSS software, Municipal Court.
 19. \$9,977.05 to Vanguard Computers, Inc. (pg #24) for laptop replacements.
 20. \$5,173.09 to Vermont Systems, Inc. (pg #24) for annual license fees for park & recreation software.
 21. \$57,400.41 to WE Energies (pgs #25-26) for street lighting, electricity & natural gas.
 22. \$5,999.28 to WI Court Fines & Surcharges (pg #27) for December court fines.

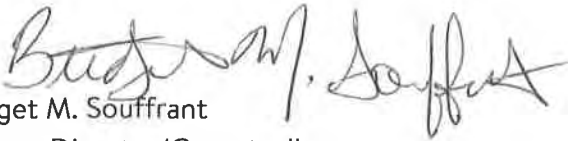
Options/Alternatives: None Here

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Invoice GL Distribution Report for 1/10/18



COMMON COUNCIL REPORT

Item: Ambulance and related equipment

Recommendation: The Common Council approve the purchase of a 2018 Braun Ambulance with a Ford Chassis.

Fiscal Impact: \$250,000 from the Ambulance CIP approved for 2018.

- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The committee comprised of fire personnel and the maintenance group at the Street Department reviewed several ambulances on the market. Their recommendation is to purchase a Braun Ambulance with a Ford Chassis. Price, service, warranty, ride and work features were all determining factors in selecting the Braun. This is the second ambulance we will be purchasing from Braun.

The unit taken out of service will be a 2006 Ford Medtec with 129,000 miles. This unit has reached its life as an ambulance (7-10 years). Maintenance has increased as well as the ride quality for patients. The new ambulance will become frontline at Fire Station 3 and the front line unit located there will become a reserve unit which is a 2007 Ford Medtec with 122,000 miles.

Options/Alternatives: Continue with what we are currently operating with.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Thomas A. Rosandich
Fire Chief

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments: None



COMMON COUNCIL REPORT

Item: Water Quality Improvement Project Endorsement

Recommendation: That the Common Council adopt Resolution 11903-011618, endorsing the proposed water quality improvement project including advanced disinfection for the protection of public health

Fiscal Impact: None

- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

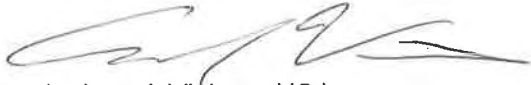
Background: The purpose of this resolution is to demonstrate the City's desire to proceed with the water quality improvement project. In 2008, the DNR notified Oak Creek of seven code deficiencies related to an existing buried chlorine contact tank (CT tank). At that time 10 years was given to achieve code compliance. After completing an alternatives evaluation that investigated, in depth, eight alternatives, the alternative yielding the greatest value (benefit vs cost) was chosen. The project was approved by the DNR and priority ranked as a top 5 project in the State for Safe Drinking Water Loan funding. A construction authorization from the PSC was applied for in March 2015. To date, PSC authorization has not been secured. The goals and project elements are outlined in the attached resolution.

In 2017, the DNR chose to formalize their order of compliance. Currently the deficiencies must be corrected by December 31, 2020. The proposed project will take 30 months of construction to complete, so it is imperative to begin as soon as possible. The estimated cost of the project is \$29 million and is expected to be completed without the need for a rate increase.

Public health protection is a central focus of this project. The addition of an advanced disinfection method such as ultraviolet light disinfection (UV) provides a positive barrier to pathogens like cryptosporidium. This level of public health protection has been added to 17 of the State's 19 surface water treatment plants. In addition, the project is designed to replace aging infrastructure, improving reliability and eliminating single points of failure.

Options/Alternatives:

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Michael J. Sullivan, PE
General Manager

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Resolution No. 11903-011618

RESOLUTION NO. 11903-011618

BY: _____

RESOLUTION ENDORSING THE PROPOSED WATER QUALITY IMPROVEMENT PROJECT INCLUDING ADVANCED DISINFECTION FOR THE PROTECTION OF PUBLIC HEALTH

WHEREAS, the Department of Natural Resources (DNR) identified seven code deficiencies with an existing underground water tank (CT tank) at Oak Creek's surface water treatment plant; and

WHEREAS, the DNR has given Oak Creek until December 31, 2020 to correct the code deficiencies; and

WHEREAS, the City began investigating corrective alternatives in 2008, and went on to intensely evaluate eight different alternatives; and

WHEREAS, the DNR has approved the proposed project and its components; and

WHEREAS, the City applied for Public Service Commission (PSC) construction authorization in March 2015; and

WHEREAS, the goals of the proposed project are to:

- Address DNR concerns for CT tank code compliance and lack of water storage
- Further improve water quality and public health protection by the addition of advanced disinfection
- Improve operational efficiency and reliability at the water plant
- Provide flexibility to take a CT tank offline for inspection, as required by the DNR; and

WHEREAS, the proposed \$28.8 million project, sized for 20 mgd, includes:

- A new above ground CT/storage tank, which will
 - Eliminate DNR code issues
 - Replace a 44-year old buried tank
 - Provide primary disinfection function, and
 - Provide 2 million gallons of operational storage
- A new intermediate pump station, which will
 - Pump filter effluent water from below ground level through the UV facility and into the above ground CT/storage tank
- A new ultraviolet light disinfection (UV) facility, which will
 - Provide advanced disinfection and a positive barrier to pathogens like cryptosporidium, and
 - Provide the lowest cost barrier to cryptosporidium
- A new high lift pump station with fluoride and chlorine chemical feed systems, which will
 - Pump finished drinking water from the CT/storage tank into the distribution system
 - Include moment of inertia pumps to eliminate water main breaking hydraulic surges
 - Replace 44-year old pumping equipment
- New electrical equipment, which will
 - Replace 44-year old electrical switch gear and motor controls

- Bring the plant's electrical systems into compliance with modern day safety standards
- Backup electrical generator, which will
 - Provide emergency electric service to critical treatment plant components; and

WHEREAS, advanced disinfection provides important public health protection and has previously been approved by the DNR and PSC and installed at 17 of the State's 19 surface water treatment plants, Oak Creek and Port Washington being the only two surface water treatment plants without advanced disinfection.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that this important public health protection project be constructed as soon as possible for the benefit of all utility customers; and

BE IT FURTHER RESOLVED, that advanced disinfection, in the form of UV light disinfection, be included in the project to provide a positive barrier to pathogens like cryptosporidium; and

BE IT FURTHER RESOLVED, that the Common Council urges the PSC to expeditiously approve this project to insure the protection of public health and minimize cost increases due to permitting delays.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of January 2018.

President, Common Council

Passed and adopted this 16th day of January 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



COMMON COUNCIL REPORT

Item: Sewer Rate Ordinance Update

Recommendation: That the Common Council adopt Ordinance 2894 establishing local sewer rates for the City of Oak Creek Water and Sewer Utility

Fiscal Impact: None

- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: Recently a customer requested a 2-1/2 inch meter be installed at their facility. While uncommon, this meter size is available from suppliers. However the existing sewer rate ordinance does not have a monthly or quarterly charge specified for a 2-1/2 inch meter. The attached ordinance specifies the charge for this new meter size.

No other changes have been made to the existing 2010 sewer rate ordinance. The proposed ordinance does not create a rate increase. This change has been recommended for Common Council adoption by the Water and Sewer Utility Commission.

Options/Alternatives:

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Michael J. Sullivan, PE
General Manager

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Ordinance No. 2894

ORDINANCE NO. 2894

AN ORDINANCE ESTABLISHING LOCAL SEWER RATES FOR THE
CITY OF OAK CREEK WATER AND SEWER UTILITY

The Mayor and Common Council of the City of Oak Creek do hereby ordain as follows to be in effect January 16, 2018:

Local Charge for Sewer Service:

1. Metered customers:

<u>Meter Size</u>	<u>Quarterly Service Charge</u>	<u>Monthly Service Charge</u>
5/8"	\$18	\$6
3/4	18	6
1	24	8
1 – 1/4	24	8
1 – 1/2	33	11
2	42	14
2 – 1/2	57	19
3	69	23
4	105	35
6	195	65
8	303	101
10	447	149
12	591	197

Plus a volumetric charge of \$0.69 per 1,000 gallons of water usage.

2. Nonmetered customers:

The charge for nonmetered customers will be based on the above rates and applied to the Equivalent Residential Unit (flow/capita/day) and Residential Occupancy Factors established by the Milwaukee Metropolitan Sewerage District annually.

Milwaukee Metropolitan Sewerage District (MMSD) Charges for Sewer Services:

1. Charges will be based on MMSD wholesale charges to the Utility and passed on to sewer customers in accordance with MMSD Rules and Regulations, Chapter 17.

Other:

1. All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.
2. Modify Section 18.02(a) of the Municipal Code to include this ordinance.

Passed and adopted this 16th day of January, 2018.

President, Common Council

Approved this 16th day of January, 2018.

Mayor

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

COMMON COUNCIL REPORT

- Item:** Certified Survey Map - Brian and Jenny Stramowski - 1825 E. Drexel Ave.
- Recommendation:** That the Council adopts Resolution No. 11904-011618, a resolution approving a Certified Survey Map for Brian and Jenny Stramowski for the property at 1825 E. Drexel Ave.
- Fiscal Impact:** The division of the property will create two (2) conforming single-family residential lots. Development of Lot 1 will have positive fiscal impacts for the City in terms of assessed value, permit fees, and impact fees. This property is not currently part of a TID.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicants, Brian and Jenny Stramowski, are requesting approval of a Certified Survey Map (CSM) to divide the property at 1825 E. Drexel Ave. into two (2) single-family residential lots of conforming size. Staff has provided comments to the Applicants with the following errors and requirements:

- There is an Official Street Pattern for future Drexel Ave. right-of-way improvements on the north sides of both proposed lots. The map must be revised to incorporate this future ROW, with dedication and acceptance language added to the Common Council's signature page.
- Water for Lot 1 is available either from across the street or on the diagonal piece crossing the road. The developer would need to obtain a street opening permit on Drexel in order to connect to the piece crossing the road.
- Storage shed and concrete pad shown over property line on south portion of Lot 2. Must be moved.

With the exception of moving the shed and concrete pad that crosses the southern boundary of Lot 2, the Applicants have indicated that all errors and requirements will be incorporated into the map and plans for development. During the Plan Commission meeting, Mr. Stramowski stated that he did not wish to dedicate the future right-of-way at this time, nor did he wish to move the shed as he received an email from MMSD (adjacent landowner to south) stating they did not object to the shed crossing the shared property line (see attached). However, staff and the Plan Commission explained that both dedicating the future right-of-way and removing the non-conforming shed were requirements, which Mr. Stramowski acknowledged. The Applicants have requested additional time to remove the shed and concrete pad,

which staff supports. After discussions with Mr. Stramowski during the Plan Commission meeting, the deadline for moving or removing the shed on Lot 2 was extended to July 1, 2018.

Planning staff has consistently cautioned against the subdivision of single family lots with direct driveway access to arterial and collector streets. Although not prohibited outright, it does create potential conflicts, especially as traffic continues to increase on these major travel routes. Should the City allow this additional access point, it should require that any building on Lot 1 be setback in line with the adjacent (existing) house, and that provisions be made for a driveway turnaround on the lot to prevent vehicles from reversing onto Drexel Avenue.

The Plan Commission reviewed this CSM at their meeting on January 9, 2018, and recommended approval with the following conditions:

1. That the map is updated to reflect the dedication of future right-of-way along Drexel Ave. for both lots, and that the Common Council's signature page is updated with dedication and acceptance language.
2. That the storage shed and concrete pad on the south side of Lot 2 is removed by July 1, 2018.
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.

Options/Alternatives: Council has the discretion to modify the conditions of Certified Survey Map approval, or deny the request.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



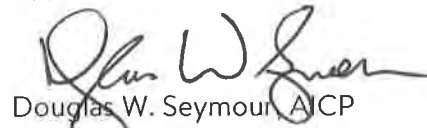
Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Resolution 11904-011618

Location Map

Certified Survey Map

MMSD Email

RESOLUTION NO. 11904-011618

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
BRIAN AND JENNY STRAMOWSKI

1825 E. Drexel Ave.
(3rd Aldermanic District)

WHEREAS, BRIAN AND JENNY STRAMOWSKI, hereinafter referred to as the subdividers, have 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 map is updated to reflect the dedication of future right-of-way along Drexel Ave. for both lots, and that the Common Council's signature page is updated with dedication and acceptance language.
2. That the storage shed and concrete pad on the south side of Lot 2 is removed by July 1, 2018.
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 map is updated to reflect the dedication of future right-of-way along Drexel Ave. for both lots, and that the Common Council's signature page is updated with dedication and acceptance language.
2. That the storage shed and concrete pad on the south side of Lot 2 is removed by July 1, 2018.
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 16th day of January, 2018.

Passed and adopted this 16th day of January, 2018.

President, Common Council

Approved this 16th day of January, 2018.

Mayor

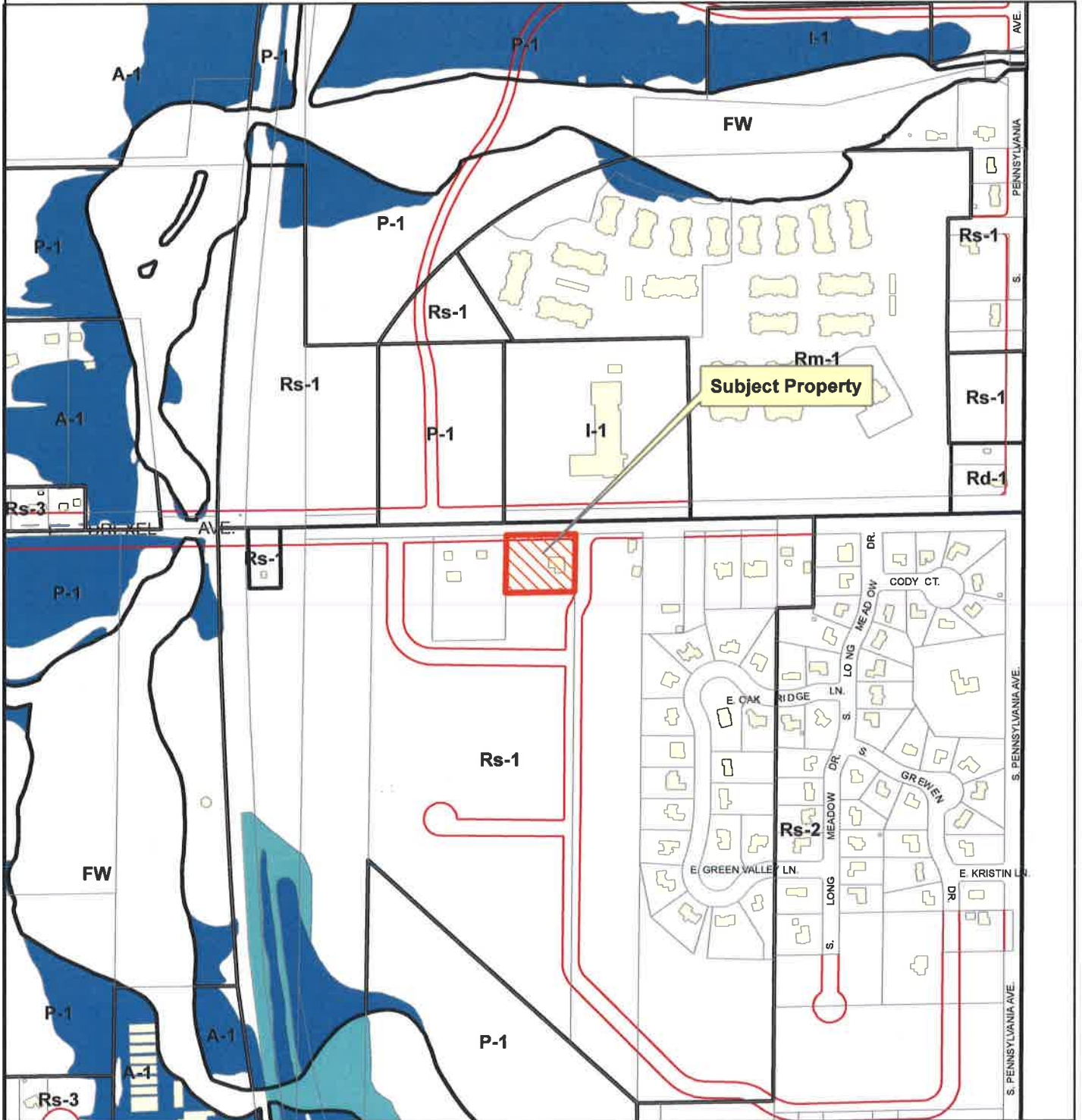
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

1825 E. Drexel Ave.



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



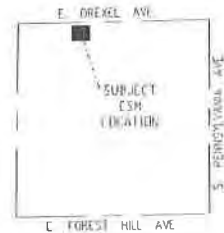
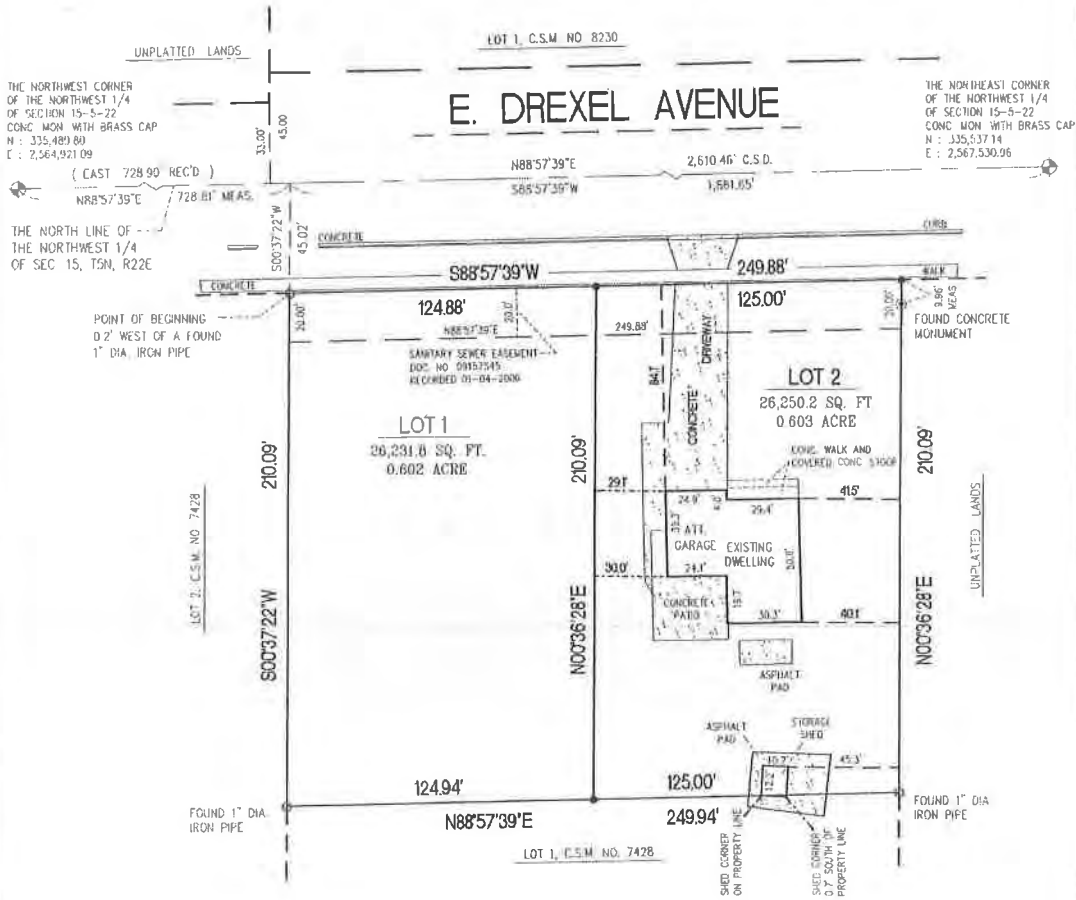
Department of Community Development



Legend	
	1825 E. Drexel Ave
Zoning Overlays	
	C-1-Shoreland Wetland
	FF-Flood Fringe
	Lakefront Overlay
	NO-Mixed Use Neighborhood
	OO-Mixed Use Office
	RR-Regional Retail

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



LOCATION SKETCH
NORTHWEST 1/4 SECTION 15 T7N R22E
1" = 2000'

- DENOTES SET 3/4" X 18" LONG IRON REBAR WEIGHING 1.5 LBS. PER LINEAL FOOT.

ALL BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 15-5-22, WHICH IS ASSUMED TO BEAR N88°57'39"E, STATE PLANE COORDINATE SYSTEM SOUTH ZONE FEBRUARY 2015 DATUM



William Karpfen 12-21-2017

WILLIAM J. KARPEN

S - 1927

SHEET 1 OF 3

WILLIAM J. KARPEN R P L S
S63 W13007 JANESVILLE ROAD
MUSKEGO, WI 53150
CELL (414) 469-2149
EMAIL : bklsurvey@gmail.com

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYORS CERTIFICATE
STATE OF WISCONSIN)

SS
MILWAUKEE COUNTY)

I, WILLIAM J. KARPEN, A REGISTERED LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE FOLLOWING TRACT OF LAND:
PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 SECTION 15, RUNNING THENCE N 88°57'39" E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, 728.81 FEET, (RECORDED AS EAST 728.90 FEET), TO A POINT ON THE EXTENSION OF THE EAST LINE OF LOT 2, C.S.M. NO. 7428; THENCE S 00°37'22" W, 45.02 FEET TO A POINT ON THE SOUTH LINE OF E. DREXEL AVENUE AT THE NORTHEAST CORNER OF LOT 2, C.S.M. NO. 7428, BEING 0.2 FEET WEST OF A FOUND 1 INCH DIAMETER IRON PIPE AND THE POINT OF BEGINNING OF THE LAND HEREIN TO BE DESCRIBED; THENCE CONTINUE S 00°37'22" W, ALONG THE EAST LINE OF LOT 2, C.S.M. NO. 7428, 210.09 FEET TO A FOUND 1 INCH DIAMETER IRON PIPE; THENCE N 88°57'39" E, ALONG THE NORTH LINE OF LOT 1, C.S.M. NO. 7428, 249.94 FEET TO A FOUND 1 INCH DIAMETER IRON PIPE AT THE NORTHEAST CORNER OF LOT 1, C.S.M. NO. 7428; THENCE N 00°36'28" E, ALONG THE EAST LINE THE EAST 45 ACRES OF THE WEST 60 ACRES OF THE NORTHWEST 1/4 OF SAID 1/4 SECTION, 210.09 FEET TO A POINT ON THE SOUTH LINE OF E. DREXEL AVENUE; THENCE S 88°57'39" W, ALONG THE SOUTH LINE OF E. DREXEL AVENUE, BEING PARALLEL TO THE NORTH LINE OF SAID 1/4 SECTION, 249.88 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAINING 52,482.1 SQUARE FEET MORE OR LESS, 1.205 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF BRIAN S. STRAMOWSKI, AND JENNIFER M. STRAMOWSKI, OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATE STATUES AND CHAPTER 18 OF THE MUNICIPAL CODE OF THE CITY OF OAK CREEK IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS 21st OF December, 2017

William Karpen
WILLIAM J KARPEN S-1927
WISCONSIN REGISTERED LAND SURVEYOR



OWNER'S CERTIFICATE:

WE, BRIAN S. STRAMOWSKI AND JENNIFER M. STRAMOWSKI, AS OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED THE LANDS DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED, AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATE STATUES AND CHAPTER 18 OF THE MUNICIPAL CODE OF THE CITY OF OAK CREEK IN SURVEYING, DIVIDING AND MAPPING THE SAME.

IN WITNESS WHEREOF, THE SAID BRIAN S. STRAMOWSKI AND JENNIFER M. STRAMOWSKI, HAVE CAUSED THESE PRESENTS TO BE SIGNED AT _____, WISCONSIN, THIS _____ DAY OF _____.

BRIAN S. STRAMOWSKI, OWNER

JENNIFER M. STRAMOWSKI, OWNER

STATE OF WISCONSIN)
SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, BRIAN S. STRAMOWSKI AND JENNIFER M. STRAMOWSKI, TO ME KNOWN TO BE THE PEOPLE WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION EXPIRES _____

PREPARED FOR:
BRIAN S. AND JENNIFER M. STRAMOWSKI
8634 S. SHEPARD AVENUE
OAK CREEK, WI 53154

PREPARED BY:
WILLIAM J. KARPEN RPLS
S63W13007 JANESVILLE ROAD
MUSKEGO, WI 53150

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE CITY OF OAK CREEK, ON THIS _____ DAY OF _____

DATE _____ DANIEL J. BUKIEWICZ, CHAIRMAN

DATE _____ CATHERINE A. ROESKE, CITY CLERK

COMMON COUNCIL APPROVAL

APPROVAL AS INDICATED ABOVE BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK, PER PLAN COMMISSION RECOMMENDATION ON THIS _____ DAY OF _____, BY RESOLUTION NO. _____

APPROVED BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK ON THIS _____ DAY OF _____

DATE _____ DANIEL J. BUKIEWICZ, MAYOR

DATE _____ CATHERINE A. ROESKE, CITY CLERK



William Karpén 12-21-2017

Kari Papelbon

From: Brian Stramowski <brian.stram@gmail.com>
Sent: Wednesday, January 3, 2018 6:51 PM
To: Kari Papelbon; andrew.w.curzon@gmail.com; Rich Duchniak
Subject: Fwd: 1825 Drexel Avenue, Oak Creek, WI Property

----- Forwarded message -----

From: **Ganzer, Joseph** <JGanzer@mmsd.com>
Date: Wed, Jan 3, 2018 at 11:22 AM
Subject: 1825 Drexel Avenue, Oak Creek, WI Property
To: "brian.stram@gmail.com" <brian.stram@gmail.com>
Cc: "Doucette, Angie" <ADoucette@mmsd.com>, "Grusznski, David" <DGrusznski@mmsd.com>, "Jacquart, Steve" <SJacquart@mmsd.com>, "McCarthy, Stephen" <SMcCarthy@mmsd.com>

Mr. Stramowski –

Thank you so much for speaking with me today. I understand you recently closed on a property that received a notice from MMSD that the prior owners were encroaching onto our property. As we discussed, this parcel was restored at great expense with federal monies from the U.S. Fish & Wildlife Service in order to hold surface waters, preventing them from overwhelming the MMSD system. Upon information and belief, the previous owners were encroaching onto the property, including dumping yard waste and mowing native grasses and plantings. I understand that you acknowledge our interest and will work to avoid intrusions onto our parcel.

We also discussed the storage shed which encroaches on our property. I understand you are appearing before the Oak Creek Plan Commission regarding subdividing and building on your property. I conferred with our field staff and I can offer several comments:

1. If you tear down the shed or if it collapses, you may not rebuild;
2. You may not enlarge or alter the shed;
3. You must contact MMSD field staff before making any significant repairs;
4. You will not let the shed fall into disrepair.

If these conditions are acceptable, and although we reserve the right to take action in the future, we have no intention of seeking a raze order or taking any other enforcement action at this time. We simply ask the shed be maintained in good working order. If this is acceptable, please reply to this email acknowledging your consent.

As always, my field staff is more than happy to meet with you at any time to answer any questions you may have. You can reach our Greenseams staff (Angie or David) at the following:

Angie J. Doucette

Project Coordinator

The Conservation Fund

Office: 414-225-2124

adoucette@conservationfund.org | adoucette@mmsd.com

David Grusznski

Program Director- Milwaukee

The Conservation Fund

Office: 414-225-2272

260 West Seeboth Street

Milwaukee, Wisconsin 53204

www.conservationfund.org | DGrusznski@mmsd.com

Feel free to call with any questions.

Joe

Joseph T. Ganzer

Senior Staff Attorney

Peer Review Rated as AV® Preeminent, Martindale-Hubbell

Milwaukee Metropolitan Sewerage District

260 W Seeboth St

COMMON COUNCIL REPORT

- Item:** Comprehensive Plan Amendment - I-Drexel / ICAP, LLC - 410 & 500 W. Drexel Ave.
- Recommendation:** That the Council adopts Ordinance No. 2896, an ordinance adopting an amendment to the Comprehensive Plan for the properties at 410 & 500 W. Drexel Ave
- Fiscal Impact:** The amendment to the Comprehensive Plan would give the Council the discretion to approve land uses at these locations that may enhance the tax base. Impact fees and permit application fees from the redevelopment of the properties would provide additional positive fiscal impact for the City. These properties are not currently part of a TID; however, Council authorized staff to take preliminary steps to create a tax increment financing district for these and adjacent properties on October 17, 2017.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicant, I-Drexel, LLC / ICAP Development, LLC, is requesting that the Planned Land Use category and map in the Comprehensive Plan for the properties at 410 & 500 W. Drexel Ave. are updated from “Planned Industrial” to “Planned Mixed Use” (no change to the Resource Protection Areas) in consideration of the future commercial / service redevelopment plans for the properties (to include rezoning to B-4, Highway Business). Although the attached narrative requests “Planned Business” for the change, staff’s analysis of the area and the future redevelopment plans led to the recommendation for “Planned Mixed Use.”

Parcels immediately south of the subject parcels in this request – Drexel Town Square - were updated to Planned Mixed Use prior to redevelopment. Planned Mixed Use allows for a comprehensive development that could include professional office, residential, and commercial uses. It is anticipated that additional parcels in the area will need be updated for mixed use redevelopment in the near future.

On January 9, 2018, following a duly-noticed public hearing, the Plan Commission adopted Resolution 2018-01 amending the Comprehensive Plan and Planned Land Use map for the properties at 410 and 500 W. Drexel Ave. to reflect the change in land use from “Planned Industrial” to “Planned Mixed Use” (no change to the Resource Protection Areas). The State of Wisconsin Smart Growth Law requires that all local land use decisions after January 1, 2010 must be consistent with the objectives, goals, and policies contained within the comprehensive plan. Approval of these changes to the Comprehensive Plan would bring the Comprehensive Plan in line with the intent and goals for future development of the properties at 410 & 500 W. Drexel Ave.

Options/Alternatives: Amendment to the Comprehensive Plan is the first step in the process for redevelopment of these properties. Rezoning the properties to allow for a mix of commercial uses is dependent upon this crucial step. Without the Amendment, the properties may remain in their current underutilized conditions, and the zoning will remain M-1, Manufacturing.

Respectfully submitted:



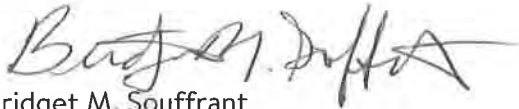
Andrew J. Vickers, MPA
City Administrator

Prepared:



Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ordinance 2896

Location Map

Hearing Notice

Applicant Narrative

Plan Commission Resolution 2018-01

ORDINANCE NO. 2896

BY: _____

AN ORDINANCE ADOPTING AN AMENDMENT TO THE COMPREHENSIVE
PLAN FOR THE CITY OF OAK CREEK, WISCONSIN

410 and 500 W. Drexel Ave.

(2nd Aldermanic District)

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

SECTION 1: Pursuant to Section 62.23 of the Wisconsin Statutes, the City of Oak Creek is authorized to prepare and adopt a comprehensive plan and an amendment to a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

SECTION 2: The Common Council, by the enactment of Ordinance No. 2090, formally adopted the document titled "A Comprehensive Plan for the City of Oak Creek" on April 1, 2002.

SECTION 3: The City of Oak Creek published a Class 1 public notice on December 6, 2017, and held a public hearing before the Plan Commission on January 9, 2018.

SECTION 4: The Plan Commission, by a majority vote of the entire Commission at a meeting held on January 9, 2018, adopted Resolution No. 2018-01, amending the adopted Comprehensive Plan for the City of Oak Creek from "Planned Industrial" to "Planned Mixed Use" (no change to the Resource Protection Area) for the properties at 410 and 500 W. Drexel Ave., and recommending that the Common Council adopt the amendment to the Comprehensive Plan by ordinance.

SECTION 5: The Common Council hereby adopts the proposed amendment to the Comprehensive Plan for the City of Oak Creek from "Planned Industrial" to "Planned Mixed Use" (no change to the Resource Protection Area) for the properties at 410 and 500 W. Drexel Ave.

SECTION 6: Except as herein modified, the Comprehensive Plan dated April 1, 2002 shall remain in full force and effect.

SECTION 7: The City Clerk is directed to send a copy of this ordinance and the Comprehensive Plan amendment to the parties listed in Section 66.1001(4)(b) of the Wisconsin Statutes.

SECTION 8: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this 16th day of January, 2018.

Passed and adopted this 16th day of January, 2018.

President, Common Council

Approved this 16th day of January, 2018.

Mayor

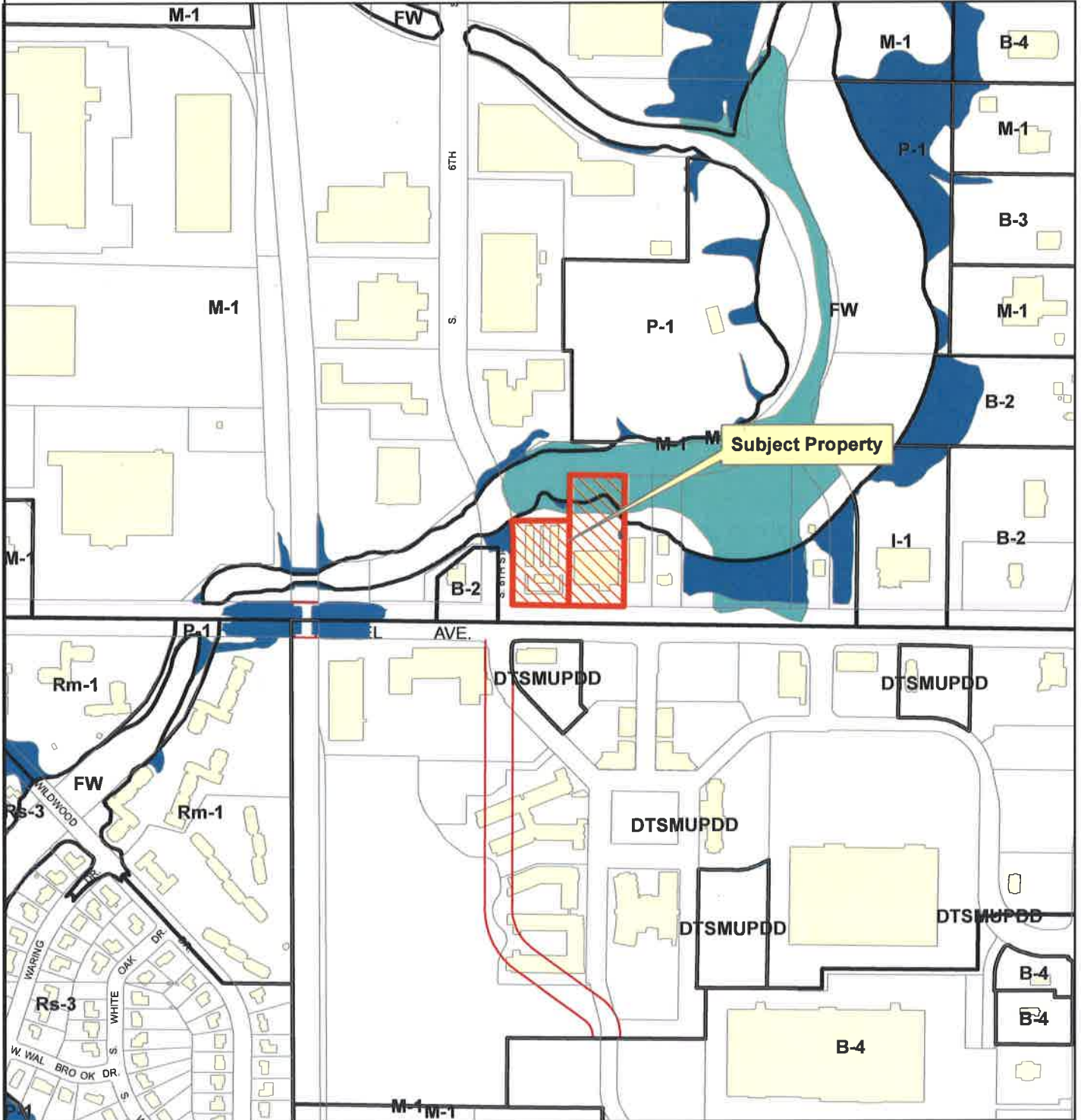
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

500 & 410 W. Drexel Ave.



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



Department of Community Development



Legend		Zoning Overlays	
	410 W. Drexel Ave.		C-1 Shoreland Wetland
	500 W. Drexel Ave.		FF-Flood Fringe
			Lakefront Overlay
			NO-Mixed Use Neighborhood
			OO-Mixed Use Office
			RR-Regional Retail

CLASS 1 NOTICE TO BE PUBLISHED DECEMBER 6, 2017

OFFICIAL NOTICE

**NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK PLAN COMMISSION**

PURPOSE: The purpose of this public hearing is to consider an amendment to the "2020 Vision – A Comprehensive Plan for the City of Oak Creek" as it relates to the properties at 410 and 500 W. Drexel Ave.

Hearing Date: Tuesday, January 9, 2018
Time: 6:00 PM
Place: Oak Creek City Hall
8040 South 6th St.
Oak Creek, WI 53154
Common Council Chambers

Proposal: The proposed amendment would update the Planned Land Use category and Map 2 in the Comprehensive Plan from "Planned Industrial" to "Planned Mixed Use" for the properties at 410 and 500 W. Drexel Ave. (no change to Resource Protection Areas).

The Plan Commission may schedule other public meeting items/public hearings for January 9, 2018. This hearing may begin at 6:00 PM or as soon as possible following the conclusion of any other public meeting items/public hearings.

Any person(s) with questions regarding the proposed change(s) may call the Department of Community Development at (414) 766-7027 during regular business hours.

Date of Notice: November 29, 2017

CITY OF OAK CREEK PLAN COMMISSION

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

DEC 04 2017

RECEIVED



November 29, 2017

City of Oak Creek Plan Commission Submittal for Comprehensive Plan Amendment

Project Location:

The two parcels commonly known as 500 W Drexel Ave and 410 W Drexel Ave located at the northeast corner of 6th Street and Drexel Ave (the "Property").

Project Description:

ICAP Development has entered into binding purchase agreements with the owners of the Property defined above and seeks to redevelop the property for multiple commercial uses. The contemplated development would include retail and/or medical uses on the 3.6 acre parcel. The current Planned Land Use for these two parcels in the City's Comprehensive Plan is "Planned Industrial".

Scope of Project:

This current application relates to a change to the City's Comprehensive Plan which will ultimately allow for the rezoning of the Property from M-1 to B-4. These changes are necessary in order to move forward with the redevelopment as contemplated by ICAP. The current Planned Land Use for the Property is "Planned Industrial". ICAP desires to have the Planned Land Use for the Property changed to "Planned Business". This Plan Land Use is consistent with other B-4 zoned properties.

Land-Use:

Both parcels within the Property are currently zoned M-1, however, ICAP's planned redevelopment will require a rezoning of the property to B-4. One parcel (500 W Drexel) is currently operated as a self-storage facility and the other (410 W Drexel) is currently used for light manufacturing. The Drexel Ave area has recently undergone significant redevelopment from Industrial to Retail/Commercial uses. ICAP believe this amendment to the Comprehensive Plan is consistent with the changes occurring in the area.

REQUEST: ICAP requests the Oak Creek Plan Commission recommend approval of the requested Amendment to the City's Comprehensive Plan for the properties located at 500 W Drexel Ave and 410 W Drexel Ave., as submitted.

Respectfully Submitted,

A handwritten signature in black ink that reads "B.R. Adamson".

Brian R Adamson
ICAP Development LLC

RESOLUTION NO. 2018-01

**A RESOLUTION ADOPTED BY THE PLAN COMMISSION AMENDING THE
ADOPTED COMPREHENSIVE PLAN FOR THE
CITY OF OAK CREEK, IN MILWAUKEE COUNTY, WISCONSIN**

WHEREAS, Sections 62.23 and 66.1001 of the Wisconsin Statutes establish the required procedure for a local government to adopt a Comprehensive Plan; and

WHEREAS, the City of Oak Creek Plan Commission has the authority to amend the Comprehensive plan by resolution and also to recommend that the Common Council adopt the Comprehensive Plan; and

WHEREAS, the City of Oak Creek has proposed an amendment to the "2020 Vision – A Comprehensive Plan for the City of Oak Creek" designating the properties at 410 and 500 W. Drexel Ave. as "Planned Mixed Use" (no change to Resource Protection Area); and

WHEREAS, the City has duly noticed a public hearing on the aforementioned amendment to the "2020 Vision – A Comprehensive Plan for the City of Oak Creek" and the Plan Commission has held the public hearing following the procedures in Section 66.0295(4)(d), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED that the Plan Commission of the City of Oak Creek hereby adopts the amendment to the Comprehensive Plan designating the properties at 410 7 500 W. Drexel Ave. as "Planned Mixed Use" (no change to Resource Protection Area), and recognizing that the Common Council must also adopt the amendment to the Comprehensive Plan for it to become effective; and

BE IT FURTHER RESOLVED that the Secretary of the Plan Commission certifies a copy of the amendment to the Common Council; and

BE IT FURTHER RESOLVED that the Plan Commission does hereby recommend that the Common Council adopts the amendment to the Comprehensive Plan by ordinance.

Passed and adopted this 9th day of January, 2018.



Plan Commission Chair

Attest:



Secretary of the Plan Commission



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 1/16/18 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,675.34 were collected.

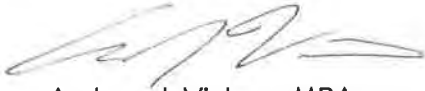
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The License Committee did not meet prior to the 1/16/18 council meeting. Tentative recommendations are as follows:

1. Grant an Operator's license to:
 - * Pamela J. Spingola, 4927 S. 14th St., Milwaukee (Diane's Second Chance Saloon)
 - * Marina Hernandez, 3420 N. Mayfair Rd., Wauwatosa (Cubanitas)
 - * Heather M. Gorton, 2170 N. 57th St., Milwaukee (Fanatics)
 - * Ronnie L. Robinson, 6995 S. Riverwood Blvd., Franklin (Fanatics)
 - * Jena L. Zastrow, 325 W. Aspen Dr., Oak Creek (Pick 'n Save)
 - * Wendy L. Zelensk, 5445 S. McCreedy Ave., Cudahy (Piggly Wiggly)
 - * Benjamin S. Malicki, 510 15th St., Union Grove (Piggly Wiggly)
 - * Mary K. Stima, 5520 S. Trinthammer Ave., Cudahy (Piggly Wiggly)
 - * Nancie L. Perkins, 1834 W. Meyer Ln., Oak Creek (Pick 'n Save)
 - * Emberly L. Russell, 8481 S. 5th Ave., Oak Creek (Pick 'n Save)
 - * Michael D. Igo, 520 W. Riverwood Dr., Oak Creek (Kwik Trip)
 - * Michelle L. Nimz, 4616 E. Windlake Rd., Union Grove (7-Eleven)
2. Grant a Change of Agent to Aldi, Inc. (Wisconsin) dba Aldi #01, 6810 S. 27th St., from James Baade to Chad Gerbing (favorable background investigation received).
3. Grant a Change of Agent to Love's Travel Stops & Country Stores, Inc., dba Love's Travel Stop #432 from Paul Justice to Shannon Tuckey (favorable background investigation received).
4. Grant a 2017-18 Class B Combination license to Maria R. Cobian, Victor's Again, 9117 S. 5th Ave., with release of license subject to final inspections and receipt of license fee.

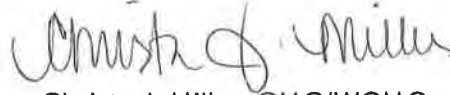
Options/Alternatives: None

Respectfully submitted:



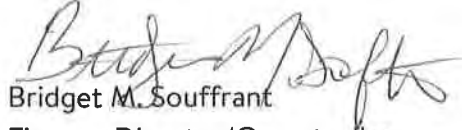
Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: None