



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

COMMON COUNCIL MEETING AGENDA

MAY 15, 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: 5/1/18

Recognition

4. **Resolution:** Consider Resolution No. 11940-051518, a Resolution of Appreciation to Deborah A. Lukasik, retiring Administrative Support Assistant (by Committee of the Whole).
5. **Council Proclamation:** Consider Council Proclamation No. 18-06, Congratulations to John and Lisa Marshall, 2017 Oak Creek Citizens of the Year (by Committee of the Whole).
6. **Council Proclamation:** Consider Council Proclamation No. 18-08, to Kristin Archambeau for dedicated service to the City of Oak Creek as a member of the Celebrations Commission (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.

7. **Conditional Use:** Consider a request submitted by Samuel Dickman, The Dickman Co., Inc., for a Conditional Use Permit for outdoor storage on the property at 10861 S. Howell Ave. (5th District).
8. **Ordinance:** Consider Ordinance No. 2902, approving a Conditional Use Permit for outdoor storage of materials, vehicles and equipment on the property at 10861 S. Howell Ave. (5th District).
9. **Resolution:** Consider Resolution No. 11942-051518, approving a Certified Survey Map for Samuel M. Dickman, Oakview Industrial Properties III, LLC; the City of Oak Creek; and Wispark, LLC, for the properties at 301 and 401 W. Oakview Parkway and 10861 S. Howell (5th District).

New Business

10. **Motion:** Consider a *motion* to designate the USA Today Network (Milwaukee Journal Sentinel – SOUTH NOW edition) to serve as the official City newspaper for the next 12 months (by Committee of the Whole).
11. **Motion:** Consider a *motion* to approve the May 9, 2018 Vendor Summary Report in the combined total amount of \$680,551.42 (by Committee of the Whole).

WATER & SEWER UTILITY

12. **Informational:** Water Quality Sampling Information.

INFORMATION TECHNOLOGY

13. **Motion:** Consider a *motion* to authorize staff to begin contract negotiations with Vision for website redesign services, maintenance, and hosting (by Committee of the Whole).

DEPARTMENT OF PUBLIC WORKS

14. **Motion:** Consider a *motion* to accept the lowest qualified quote from L.J. Contractors to replace roofing and siding at the Miller Park Pavilion in the amount of \$36,795 (by Committee of the Whole).

ENGINEERING

15. **Motion:** Consider a *motion* to award the Milwaukee/Nicholson Intersection Improvements Project to the lowest, responsive, responsible bidder, D.C. Burbach, Inc., for the unit bid price of \$144,658.72 (Project No. 18028) (1st District).
16. **Resolution:** Consider *Resolution* No. 11939-051518, approving a Storm Water Management Practices Maintenance Agreement with Boyland Properties Oak Creek, LLC for their All-Star Buick GMC development located at S. 27th Street and W. Rawson Avenue (Tax Key No. 737-9037-001, 737-9988-001, and 737-9989-001) (2nd District).
17. **Resolution:** Consider *Resolution* No. 11941-051518, approving the ICAP Drexel Development Agreement for the design and installation of public improvements at 410 and 500 W. Drexel Avenue (Tax Key Nos. 782-903-000 and 782-9014-000) (Project No. 18054) (1st District).

COMMUNITY DEVELOPMENT

18. **Motion:** Consider a *motion* to enter into an agreement with Stantec in the amount of \$58,850 to complete an update to the City of Oak Creek Abendschein Park Master Plan (by Committee of the Whole).

LICENSE COMMITTEE

19. **Motion:** Consider a *motion* to grant the various license requests as listed on the 5/15/18 License Committee Report (by Committee of the Whole).

MISCELLANEOUS

20. **Motion:** Consider a *motion* to convene into Closed Session pursuant to Wisconsin State Statutes to discuss the following:
 - a. Section 19.85(1)(c), (e), and (g) to consider a separation agreement with Becky Schermer.
 - b. Section 19.85(1)(e) to consider a proposed Development Agreement between the City of Oak Creek and Oakview Industrial Property III, LLC regarding the property at 10861 S. Howell Ave.
21. **Motion:** Consider a *motion* to reconvene into Open Session.
22. **Motion:** Consider a *motion* to take action, if required.
23. **Resolution:** Consider *Resolution* No. 11943-051518, approving and authorizing execution of a Finance Development Agreement by and between the City of Oak Creek and Oakview Industrial Property, III, LLC (5th District).

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 NO. 11940-051518

**RESOLUTION OF APPRECIATION
TO
DEBORAH A. LUKASIK**

WHEREAS, DEB LUKASIK began her employment with the City of Oak Creek on January 14, 1991 as a Steno-Clerk/Matron with the Oak Creek Police Department, and

WHEREAS, on August 1, 1997, DEB LUKASIK transferred to the Recreation Department at City Hall as the Secretary and on March 1, 2012, Deb was promoted to the department's Office Manager; and

WHEREAS, on January 1, 2014, DEB LUKASIK transferred to the newly designed Administrative Support Team as an Administrative Support Assistant; and

WHEREAS, during her employment with the City of Oak Creek, DEB LUKASIK received many accolades for her superior work ethic, including a commendation in 1992 from the Oak Creek Police Department for her assistance in the preparation of information for the prosecution in a homicide case; and

WHEREAS, in 1994, DEB LUKASIK received a letter of commendation from the command staff at the Oak Creek Police Department for her assistance in a time consuming task of updating the reporting of crime clearances; and

WHEREAS, in 1997, DEB LUKASIK received recognition from the Oak Creek Police Department management staff for her coordination efforts in their building inventory project; and

WHEREAS, in 2014, DEB LUKASIK received recognition from the Finance Director for her assistance on an Excel project; and in 2015 received recognition from the City Treasurer for her willingness to learn and assisting others and a merit award for consistently performing her job duties in a professional and competent manner, for maintaining a positive attitude, suggesting improvements, taking on additional responsibilities and for consistently encouraging others; and

WHEREAS, DEB LUKASIK provided clerical support for the Parks, Recreation and Forestry Commission, which included scheduling of meetings and tours, preparing agenda packets and transcribing minutes; and

WHEREAS, DEB LUKASIK has worked tirelessly on countless ACORN publications over the years, a thrice-yearly publication that provides citizens with departmental information and countless recreational options for young and old alike; and

WHEREAS, throughout her years of service, both at the Oak Creek Police Department and at City Hall, DEB LUKASIK has carried out her duties as Steno-Clerk/Matron, Secretary, Office Manager, and Administrative Support Assistant in a professional and courteous manner and has always worked with department heads, employees, boards and commission members, and the public in a warm, friendly, and helpful manner; and

WHEREAS, DEB LUKASIK, has been an outstanding representative of the City of Oak Creek; and

WHEREAS, after 27 years and four months of dedicated service to the City of Oak Creek, DEB LUKASIK is retiring effective May 18, 2018; and

WHEREAS, DEB LUKASIK, will be truly missed by all with whom she has had contact with over the last 27 years, and the City of Oak Creek has benefitted tremendously from DEB LUKASIK'S tireless dedication and many contributions.

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

Passed and adopted this 15th day of May, 2018.

Kenneth Gehl, Common Council President

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

Vote: Ayes _____ Noes _____

COUNCIL PROCLAMATION 18-06

CONGRATULATIONS TO

JOHN AND LISA MARSHALL

2017 OAK CREEK CITIZENS OF THE YEAR

WHEREAS, the Oak Creek Citizen of the Year Committee conducts an annual search for the person who, in its judgment, is most deserving of acknowledgment because of loyal, unselfish and patriotic service to the community; and

WHEREAS, the Oak Creek Citizen of the Year Committee has selected John "Jack" and Lisa Marshall as its 2017 Citizens of the Year, for which they will be duly honored at a recognition dinner on Saturday, June 2, 2018; and

WHEREAS, Jack and Lisa Marshall have been married for twenty-five years, and have four children, Sean, Sara, Enzo, and Erin; and

WHEREAS, a common thread of impact that Jack and Lisa Marshall have in Oak Creek is their service to the youth of our community; and

WHEREAS, Jack and Lisa Marshall are highly involved in the Oak Creek Franklin Joint School District, with both working with the School District to form the new STEM Club/Round Table Robotics team in 2015, which consists of over 30 student members. Jack is currently a Mentor and Lisa became an Advisor to the program in 2017; and

WHEREAS, in the Fall of 2017, Lisa took responsibility for the Oak Creek STEM Club to start its FIRST LEGO League (FLL) robotics team at the Boys and Girls Club of Kenosha, providing not only adult leadership, but also served as a frequent shuttle driver for Oak Creek High School students who volunteered at the Boys and Girls Club facility each week during the FLL league; and

WHEREAS, Jack Marshall has diligently worked with the PPG foundation to provide ongoing funding for the FLL team, with annual grants of \$8,500 for the past three years; and

WHEREAS, Jack and Lisa Marshall have sponsored numerous other school grants; including PPG Innovative Classroom Grants, available to all Oak Creek schools, providing an average of fifteen to thirty \$1,000 grants a year; various industry grants for East and West Middle Schools and the Oak Creek High School for 3D printers, 3D scanners, CNC Routers and a Girls Engineering Camp; two significant grants approved in 2017 and 2018 for the Oak Creek High School Autos Program; and a 2018 grant for a vertical band saw for the Oak Creek High School – Metals Program; and

WHEREAS, Jack and Lisa Marshall are involved in the Oak Creek High School – Knights Construction course, a course offered to Oak Creek High School students allowing them the opportunity and challenge of building a residential house in Oak Creek during the school year. Both Jack and Lisa work with instructors as well as students, with Lisa assisting on all three past home builds as a design consultant and with professional recruitment needs and Jack working with the PPG foundation facilitating grants for equipment and tools, of which an \$8,000 grant was approved for the 2018 course; and

WHEREAS, Jack Marshall has worked closely with the Oak Creek High School instructors to secure funding and support for the newly formed Knight Racing Program, established in January, 2018. In this offered program, students are tasked with rebuilding worn out motorcycles to Vintage Motorcycle Racing Specifications, with financial donations secured through the Innovative Classroom Grant program as well as paint and other supplies; and

WHEREAS, working with staff at Oak Creek High School, the Marshall's have assisted with the development of a multi-year program providing financial support for students pursuing Chemistry and Engineering careers, adding a scholarship in 2017 for trades education for students who attend Milwaukee Area Technical College (MATC) or Gateway Technical College; and

WHEREAS, the Marshall's service to youth exceeds far outside of the school community, with being not only involved in the Boys and Girl Scouts of America programs, but with both being merit badge counselors as well; and

WHEREAS, Jack has held various positions from Scoutmaster to Advancement Chair and Eagle Scout Project Coach over the last 10 years with Troop 218, has worked at both District and Council levels and is currently serving as a member of the Three Harbors Council Executive Board and on the Properties Committee, which works on improvement projects at the two camps owned by the Council; and

WHEREAS, Lisa, has been a Girl Scout Troop Leader for eight years, is involved in the Fall Nut and Candy Distribution as well as the yearly Girl Scout cookie drive, where she organizes dozens of volunteers each year for a full-day event, serving close to 100 troops who distribute close to 100,000 Girl Scout cookies, with 2018 as her 10th year leading this event. Lisa has also served as Committee Chair, Treasurer, fundraising coordinator and is currently a Troop Committee Member as well as the annual recognition dinner chairperson for the Boy Scouts of America Troop 218; and

WHEREAS, Lisa Marshall has been an advisor for St. Matthews Church Youth Mission Trips for the last five years and has lead two major fundraising events as well as being the co-chair of the decorating committee; with Jack serving as official "ladder operator" for high decorations; and

WHEREAS, Jack and Lisa Marshall have touched the lives of youth outside of Oak Creek through projects with the Milwaukee County Zoo, providing for Animal Ambassador program grants and summer job shadow programs; at Discovery World where they are involved in the Colorful Communities project, which expanded the aquarium in 2016; to being a multi-year sponsor of the Maker Space at Betty Brinn Children's Museum in Milwaukee; and

WHEREAS, Jack and Lisa Marshall have completely and unselfishly dedicated their lives towards the progress of Oak Creek; rendering countless hours of service, working with the youth of our community, and are truly deserving of this recognition.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby congratulate Jack and Lisa Marshall on being selected the 2017 Oak Creek Citizens of the Year.

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

Passed and adopted this 15th day of May, 2018.

Common Council President

Mayor

ATTEST:

City Clerk

Vote: Ayes ____ Noes ____

COUNCIL PROCLAMATION NO. 18-08

TO

KRISTIN ARCHAMBEAU

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

WHEREAS, Kristin Archambeau was appointed to the Celebrations Commission in March, 2012, and has served for six years; and

WHEREAS, Kristin Archambeau has resigned from the Celebrations Commission effective April, 2018; and

WHEREAS, Kristin Archambeau was instrumental in organizing the yearly Easter Egg Hunt and yearly 4th of July Celebration; and

WHEREAS, Kristin Archambeau joyfully participated in the Summer Soulstice and the Giving Tree event each year; and

WHEREAS, Kristin Archambeau fulfilled the duties of the Celebration Commission with the greatest devotion and pride; and

WHEREAS, Kristin Archambeau has served the City in a thorough, conscientious and professional manner.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek do hereby show their appreciation and gratitude to Kristin Archambeau for her dedicated service to the City of Oak Creek as a member of the Celebrations Commission.

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

Introduced and adopted this 15th day of May, 2018.

Kenneth Gehl, Common Council President

Daniel Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

Vote: Ayes _____ Noes _____

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a request submitted by Samuel Dickman, The Dickman Co., Inc., for a Conditional Use Permit for outdoor storage on the property at 10861 S. Howell Ave.

Hearing Date: May 15, 2018
Time: 7:00 p.m.
Place: Oak Creek Civic Center (City Hall)
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Applicant: Samuel Dickman, The Dickman Co., Inc.
Property Owner: Wispark, LLC
Property Location(s): 10861 S. Howell Ave.
Tax Key(s): 955-1001-000

Legal Description:

Lot 1 of Certified Survey Map No. 8900, recorded at Milwaukee County Register's Office on March 14, 2017 as Document No. 10656340, being a redivision of all of Lot 4 of Certified Survey Map No. 8608, located in the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

The Common Council has scheduled other public hearings for May 15, 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: April 18, 2018
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 - Samuel Dickman, The Dickman Co. - 10861 S. Howell Ave.

Recommendation: That the Council adopts Ordinance 2902, an ordinance to approve a Conditional Use Permit for outdoor storage of materials, vehicles, and equipment on the property at 10861 S. Howell Ave.

Fiscal Impact: Approval will allow for the development of an existing, vacant parcel in OakView Business Park. Future development of the lot will yield positive fiscal impact in terms of assessed value, permit fees, and impact fees (est. \$45,150). This property is located in 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 is requesting Conditional Use approval for outdoor storage of materials, vehicles, and equipment on the property at 10861 S. Howell Ave. Outdoor storage and storage of vehicles and equipment are Conditional Uses in the M-1, Manufacturing district. This proposal is directly related to development plans for a 105,000 square-foot industrial building in OakView Business Park.

Per the submitted narrative, approximately 4.2 acres of the 15.8-acre parcel will be dedicated to outdoor storage for a user that will be relocating from elsewhere in the City. Outdoor storage areas for tent products, event rental equipment, propane and portable diesel fuel tanks, portable generators, forklifts (heavy equipment), shipping containers, and trailers within a fenced area on the south and west sides of the building have been identified on the site plan included with this report (see list of stored materials). Staff has been informed that an accessory structure will cover flooring material on the north, and occasionally a tent will be erected in the outdoor storage area to inspect prior to delivery and/or upon receipt. Shipping containers will not be allowed to be stacked, and this will be incorporated into proposed Conditions and Restrictions if the Conditional Use is recommended for approval.

Each of the propane tanks, of which 20 will be stored onsite, holds five (5) gallons. These propane tanks are used by the forklifts and grills. When combined with the eight (8) 100-gallon diesel tanks, which are used for the generators at events, a total of 900 gallons of fuel tanks will be stored outside. Code requires Conditional Use approval for storage of fuel tanks in excess of 5,000 gallons. Therefore, no additional approval is required by the Plan Commission at this time. However, the end-user must comply with all Fire

Department Codes and requirements for fuel storage and security. No concerns have been raised by the Fire Department based on the submitted site plan.

Parking for trailers, tractors, and forklifts has been provided in the plan. These areas are behind the proposed fence, and separate from employee and customer parking lots. At least 55 employees will be onsite for the single shift between 7:00 AM and 6:00 PM five (5) days per week. Daily delivery traffic of up to 25 trucks is anticipated.

No outdoor storage of materials unrelated to the business or outside of the designated fenced area will be allowed. Items including, but not limited to, boats, personal vehicles, and recreational vehicles will be prohibited from storage onsite.

The Plan Commission reviewed the proposed Conditional Use Permit request at their meeting on March 27, 2018, and has recommended approval subject to the attached Conditions and Restrictions (reviewed and recommended for approval at the April 10, 2018 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 2902

Location Map

Hearing Notice

Narrative & List of Stored Materials

Plan

Plan Commission minutes

Conditions and Restrictions

ORDINANCE NO. 2902

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR
OUTDOOR STORAGE ON THE PROPERTY AT 10861 S. HOWELL AVE.

(5th Aldermanic District)

WHEREAS, SAMUEL DICKMAN, THE DICKMAN CO., has applied for a Conditional Use Permit that would allow outdoor storage on the property at 10861 S. Howell Ave.; and

WHEREAS, the properties are more precisely described as follows:

Lot 1 of Certified Survey Map No. 8900, recorded at Milwaukee County Register's Office on March 14, 2017 as Document No. 10656340, being a redivision of all of Lot 4 of Certified Survey Map No. 8608, located in the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, 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 May 15, 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 for outdoor storage 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 outdoor storage on the property at 10861 S. Howell Ave., 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 outdoor storage.

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 15th day of May, 2018.

President, Common Council

Approved this 15th day of May, 2018.

Mayor

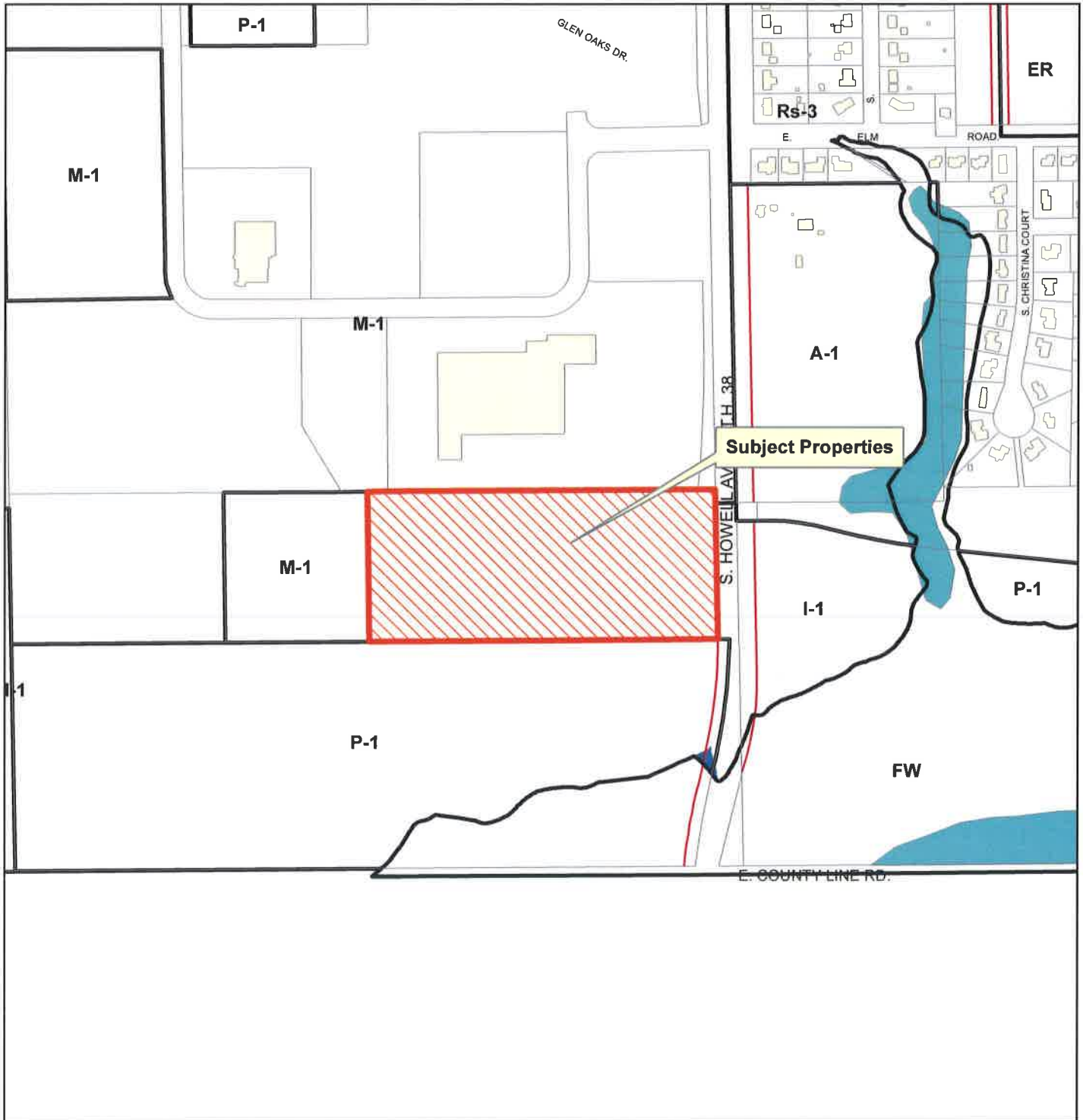
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

10861 S. Howell Ave



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



Department of Community Development



Legend	
	10861 S. Howell Ave
	C-1-Shoreland Wetland
	FF-Flood Fringe
	Lakefront Overlay
	NO-Mixed Use Neighborhood
	OO-Mixed Use Office
	RR-Regional Retail

TO BE PUBLISHED APRIL 25 & MAY 2, 2018

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 Dickman, The Dickman Co., Inc., for a Conditional Use Permit for outdoor storage on the property at 10861 S. Howell Ave.

Hearing Date: May 15, 2018
Time: 7:00 p.m.
Place: Oak Creek Civic Center (City Hall)
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Applicant: Samuel Dickman, The Dickman Co., Inc.
Property Owner: Wispark, LLC
Property Location(s): 10861 S. Howell Ave.
Tax Key(s): 955-1001-000

Legal Description:

Lot 1 of Certified Survey Map No. 8900, recorded at Milwaukee County Register's Office on March 14, 2017 as Document No. 10656340, being a redivision of all of Lot 4 of Certified Survey Map No. 8608, located in the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

The Common Council has scheduled other public hearings for May 15, 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: April 18, 2018
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.

JAN 17 2018

RECEIVED

DESCRIPTION OF PROPOSAL

- **Details of Proposal** – We propose to construct an industrial building of approximately 105,000 square feet on a site of 5.2 acres at the southern end of Oakview Industrial Park in Oak Creek. The building will be of precast construction with a clear height of 28' and space for customer and employee parking as well as an outdoor storage area for the tenant's products.

The use will be office, warehouse, light assembly and outdoor storage.

We hope to begin construction in Spring of 2018 with completion toward the end of the year.

- **Plan and Hours of Operation** – The work to be contained in the building includes North American headquarters for the tenant as well as the office supporting the local operation.

The office space will be comprised of two stories, containing a total of 16,000 square feet. The hours of operation are 7:00 a.m. to 6:00 p.m., five days a week.

This is a single shift operation.

- **Frequency of Deliveries** – On a daily basis there will be delivery and pick-up truck traffic of approximately 25 trucks.

- **Number of Employees** – Approximately 55 people.

- **Outside Storage** – Approximately 4.2 acres of the total site is devoted to outside storage. The product stored includes tenting and event rental equipment. This is similar to equipment presently stored at the tenant's location in Oak Creek.

- **Number of Parking Stalls** – 118 stalls for employees and 7 for customers.

List of stored materials for 10861 S. Howell Ave.

Aluminum Tenting Products

Steel Tenting Products

Vinyl Tent Products

Misc. Tent Products

Steel Flooring and associated parts

Tent Doors

Tent Floor Railing and associated parts

Water Barrels

Concrete Ballast (anchors)

Forklifts (Heavy Equipment)

Temporary Seating Products and associated parts

Scaffold

Wood Flooring and associated parts

Plywood

Tent Hard Side Wall and Glass Wall

Small Fuel Cells (aka, 100-gallon diesel tanks)

Propane (5-gallon tanks)

Arena Trucks

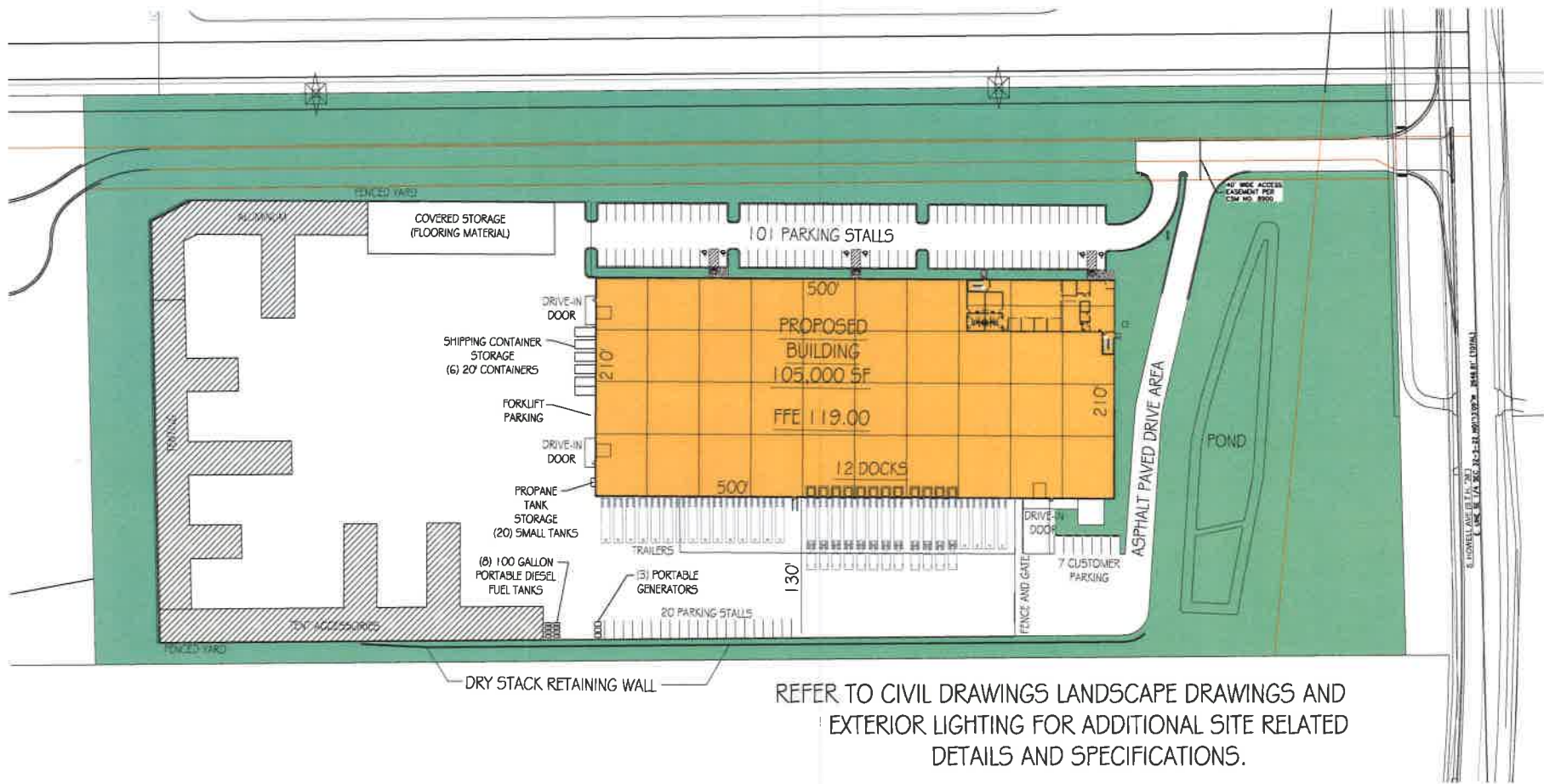
Van Trailers

Flatbed trailers

Generators

Portable HVAC Units

Misc. Large Tools



REFER TO CIVIL DRAWINGS LANDSCAPE DRAWINGS AND EXTERIOR LIGHTING FOR ADDITIONAL SITE RELATED DETAILS AND SPECIFICATIONS.

1 OUTDOOR STORAGE PLAN
T=42

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, MARCH 27, 2018**

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

**CONDITIONAL USE PERMIT
THE DICKMAN COMPANY
10861 S. HOWELL AVE.
TAX KEY NO. 955-1001-000**

Planner Papelbon provided an overview of the conditional use permit for an outdoor storage facility (see staff report for details).

Mayor Bukiewicz opened up the discussion to the Commissioners.

Commissioner Siefert asked if the diesel fuel being proposed to be stored has to have some type of containment. Asst. Fire Chief Kressuk responded that it depends on the quantity and the storage that they are going to be using on that site. He has not seen the plans for their fuel storage yet. When the City/Fire Department receives that information, it will be evaluated against standard codes to determine what would be needed.

Planner Papelbon stated that the entire area is going to be surrounded by a 6-foot fence and there is going to be a gate on the south side. The gate will be a controlled access point. Unless someone has that kind of access to opening the gate, the fence would have to be breached physically to get inside the site. Commissioner Hanna stated her concern that small children will be able to access the site by climbing over the fence and suggested razor wire (although that is not aesthetically pleasing). Planner Papelbon responded that razor wire is an option, as is increasing the height of the fence and adding landscape screening, but added that there may also be security cameras.

Mayor Bukiewicz asked if the proposed tent is going to be permanent. Planner Papelbon responded that her interpretation is that it is going to be permanent. The temporary part would be when they receive or ship out a tent for use. Mayor Bukiewicz expressed that he was not happy with a permanent tent for storage.

Mayor Bukiewicz invited the applicant to address the Plan Commission. The applicant was not in attendance. Planner Papelbon stated she would be in contact with the applicant for clarification of the permanent tent proposal. This does not affect the conditional use permit which is the subject at hand, but rather would be addressed in the conditions and restrictions stage. Planner Papelbon mentioned that staff will also be inquiring about their security measures and what they are willing to provide.

Commissioner Correll moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit for outdoor storage of materials, vehicles, and equipment on the property at 10861 S. Howell Ave., after a public hearing and subject to Conditions and Restrictions that will be prepared for the Commission's review at the next meeting (April 10, 2018). Commissioner Siefert seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn. Alderman Guzikowski seconded. On roll call: all voted aye. The meeting was adjourned at 7:24 p.m.

ATTEST:



Douglas Seymour, Plan Commission Secretary

April 10, 2018 _____
Date

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, APRIL 10, 2018**

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

**CONDITIONS AND RESTRICTIONS
THE DICKMAN COMPANY
10861 S. HOWELL AVE.
TAX KEY NO. 955-1001-000**

Planner Papelbon provided an overview of the proposed conditions and restrictions specific to this development of an outdoor storage facility.

Of note, Planner Papelbon pointed out the following:

Condition 2 (F) - regarding submission of a certified survey map before building permits can be submitted, she believes the applicant has submitted a CSM for review.

Condition 3 (C) – anything not specific to the business shall not be stored on site.

Mayor Bukiewicz opened up discussion to the Commissioners.

Alderman Guzikowski commented that he does not have an issue with the extended hours.

Commissioner Johnston inquired about the tent for storage that was discussed at the last Plan Commission meeting. He inquired if something should be added to the conditions and restriction that tents should not be allowed for long-term storage of materials. Planner Papelbon responded that it could be added under Section 3, Site and Use Restrictions, Maintenance and Operation Requirements that any structures that are on the site would have to be submitted for review and approval by the Plan Commission, and no temporary structures shall be permanent structures.

Sam Dickman, 2224 Kensington Blvd., Shorewood, WI, explained that they do sometimes set up and take down tents when they go and come back. It would be difficult if they were restricted from doing this. Commissioner Johnston stated that that is understandable. However, at the last meeting, there was discussion of putting up a tent for permanent storage for their flooring material. A tent is not to be put up for permanent storage. Mayor Bukiewicz clarified that tent maintenance would be allowed.

Commissioner Johnston mentioned that the asphalt where they will be storing everything drains to one inlet down in the southwest corner of the property. He cautioned that they might want to keep that open or use the tents to filter all of the sediment that is coming off the site.

Alderman Guzikowski moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Conditional Use Permit for outdoor storage on the property at 10861 S. Howell Ave., after a public hearing. Commissioner Siefert seconded. Planner Papelbon stated that she will wordsmith the condition about permanent tent structures and that will be included in the conditions and restrictions presented to the Common Council. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn. Commissioner Loreck seconded. On roll call: all voted aye. The meeting was adjourned at 7:03 p.m.

ATTEST:



Douglas Seymour, Plan Commission Secretary

April 24, 2018

Date

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

Applicant: Samuel Dickman, The Dickman Co., Inc.

Property Address(es): 10861 S. Howell Ave.

Tax Key Number(s): 955-1001-000

Conditional Use: **Outdoor storage of materials,**

vehicles, and equipment within a designated area

Approved by Plan Commission: 4-10-18

Approved by Common Council: TBD
(Ord. # 2902)

1. LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 8900, recorded in Milwaukee County Register of Deeds Office on March 14, 2017 as Document No. 10656340, being a redivision of all of Lot 4 of Certified Survey Map No. 8608, located in the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, 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 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(s) and future expansion
 - ii) Number of employees
 - iii) Number of parking 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.
- F. Prior to the submission of building permit applications for the development, the applicant shall prepare and submit for review and approval through the City process a Certified Survey Map (CSM) conveying the required 15-foot-wide strip of land from the City-owned property and/or the required land on the adjacent Wispark property for the water and sanitary sewer laterals. This CSM shall include a current and effective wetland delineation, and all required easement agreements. Copies of all approvals, permits, and agreements shall be submitted to the City prior to the issuance of building permit applications.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. One (1) designated area for outdoor storage of materials, vehicles, and equipment in accordance with these Conditions and Restrictions is allowed on the property. Other uses permitted by the zoning district, in accordance with other applicable Sections of the City of Oak Creek Municipal Code and these Conditions and Restrictions, are also allowed on the property.
- B. Outdoor storage of materials, vehicles, and equipment shall be located within the designated fenced and gated area as shown in Exhibit A.
- C. Outdoor storage of materials, vehicles, and equipment shall be limited to those tent products, event rental equipment, propane and portable diesel fuel tanks, portable generators, forklifts (heavy equipment), shipping containers, trailers, and similar items directly related to the operation of the business. Items including, but not limited to, boats, personal vehicles, and recreational vehicles are prohibited from storage onsite.
- D. Storage of fuel tanks (e.g., propane, diesel, etc.) shall not exceed 5,000 gallons unless and until an amendment to these Conditions and Restrictions is approved. All materials shall be stored in accordance with all Fire Department regulations, Codes, and approvals.
- E. Shipping containers stored within the designated fenced and gated area in Exhibit A shall not be stacked.
- F. Hours of operation shall be between 7:00 AM and 9:00 PM five (5) days per week.
- G. Solid waste collection and recycling shall be the responsibility of the owner.
- H. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

- A. Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended).
- B. Access to Howell Avenue (STH 38) in accordance with executed agreements and access management plans is subject to the review and approval of the Wisconsin Department of Transportation. Such approval shall be provided to the City prior to the issuance of any building permits.

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 Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure**	40 ft	5 ft	5 ft
Parking	30 ft	5 ft	5 ft

*** This property is located within OakView Business Park. See Ord. 2708.*

***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, their 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

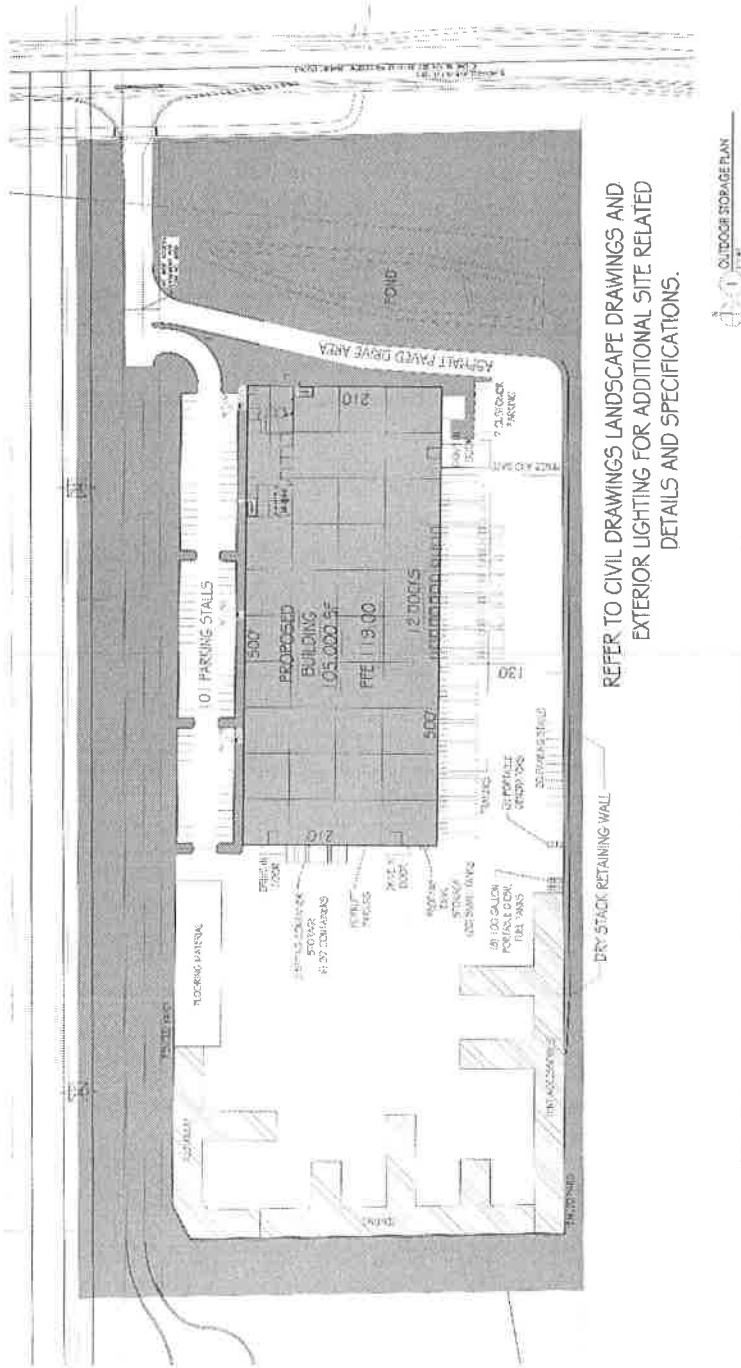
(please print name)

DRAFT

EXHIBIT A: OUTDOOR STORAGE SITE PLAN

(For illustrative purposes only. See plans approved 3-27-18.)

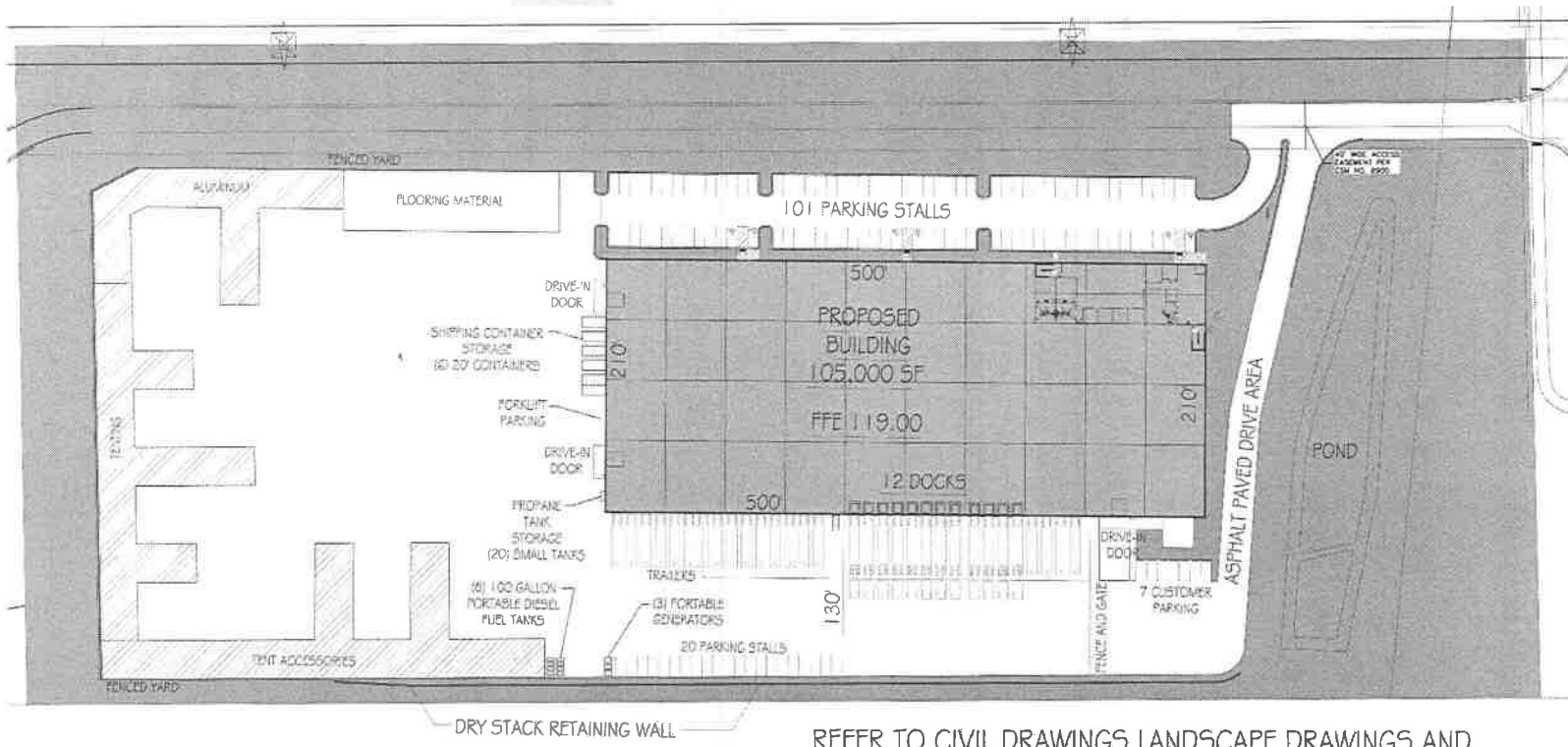
	PROPOSED MECHANICAL EQUIPMENT AND ROOF TOP UNITS OAK CREEK, MO	PROPOSED MECHANICAL EQUIPMENT AND ROOF TOP UNITS OAK CREEK, MO	A0.2
--	---	---	-------------



REFER TO CIVIL DRAWINGS LANDSCAPE DRAWINGS AND EXTERIOR LIGHTING FOR ADDITIONAL SITE RELATED DETAILS AND SPECIFICATIONS.

- General Site Notes:**
1. All Mechanical equipment will be mounted either inside of building or rooftop. We do not plan for any ground mounted mechanical equipment and roof top units will be screened from view by means of raised parapets.
 2. Ground mounted transformers and utilities to be screened per city of Oak Creek requirements upon receiving location from We Energies.
 3. We do not anticipate any outside trash receptacles at this time.
 4. Retaining wall shall be designed by a structural engineer and shall be submitted prior to building permit submittal.
 5. Outdoor secure storage will have 6 foot high black vinyl coated chain link fence and electric gate at entrance to storage area.

EXHIBIT A: OUTDOOR STORAGE SITE PLAN (ENLARGED)



REFER TO CIVIL DRAWINGS LANDSCAPE DRAWINGS AND EXTERIOR LIGHTING FOR ADDITIONAL SITE RELATED DETAILS AND SPECIFICATIONS.



COMMON COUNCIL REPORT

Item: Certified Survey Map - 301 & 401 W. Oakview Parkway and 10861 S. Howell Ave.

Recommendation: That the Council adopts Resolution No. 11942-051518, a resolution approving a Certified Survey Map for Samuel M. Dickman, Oakview Industrial Property III, LLC; The City of Oak Creek; and Wispark, LLC, for the properties at 301 & 401 W. Oakview Parkway and 10861 S. Howell Ave.

Fiscal Impact: The redivision of the properties will not create any new lots, but will allow for water and sanitary sewer service for the proposed industrial development of the property at 10861 S. Howell Ave. Future development of that lot will yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. These properties are part of 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 Applicants are requesting approval of a Certified Survey Map (CSM) for the properties at 301 and 401 W. Oakview Parkway & 10861 S. Howell Ave. in OakView Business Park. The proposal is to redivide the properties to provide water and sewer lateral access for the benefit of the property at 10861 S. Howell Ave. There are no other changes or lots proposed.

As part of this transaction, the City will be transferring the easterly 15 feet of Outlot 1 to Lot 1 of this CSM to provide part of the land necessary to contain the sanitary sewer lateral and required width for maintenance purposes.

The Plan Commission reviewed this CSM at their meeting on May 8, 2018, and recommended approval with the following condition:

That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, corrections required for compliance with the Municipal Code and Wisconsin Statutes, and the following 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:



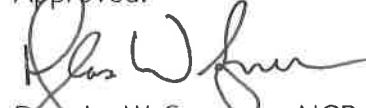
Kara Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Resolution 11942-051518

Location Map

Certified Survey Map

Plan Commission Draft Minutes (Excerpt from 5-8-18)

RESOLUTION NO. 11942-051518

BY: _____

A RESOLUTION APPROVING A QUIT CLAIM DEED AND A CERTIFIED SURVEY MAP FOR SAMUEL M. DICKMAN, OAKVIEW INDUSTRIAL PROPERTY III, LLC; THE CITY OF OAK CREEK; AND WISPARK, LLC

301 & 401 W. Oakview Parkway and
10861 S. Howell Ave.
(5th Aldermanic District)

WHEREAS, SAMUEL M. DICKMAN, OAKVIEW INDUSTRIAL PROPERTY III, LLC; THE CITY OF OAK CREEK; AND WISPARK, LLC, hereinafter referred to as the subdividers, have submitted a certified survey map ("CSM") in compliance with all statutory requirements; and

WHEREAS, the subdividers have complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the City has agreed to convey via quit claim deed ("Deed") the easterly 15 feet of outlot 1 of certified survey map no. 8717 to Oakview Industrial Property III, LLC, and

WHEREAS, the Plan Commission has recommended that the CSM be approved, subject to the condition 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 by the Mayor and Common Council of the City of Oak Creek that the Deed conveying the easterly 15 feet of Outlot 1 of certified survey map no. 8717 to Oakview Industrial Property III, LLC is hereby approved.

BE IT FURTHER RESOLVED that this CSM, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the condition 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.

BE IT FURTHER RESOLVED that the Mayor and City clerk are hereby authorized to execute the Deed and CSM.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of May, 2018.

Passed and adopted this 1st day of May, 2018.

President, Common Council

Approved this 15th day of May, 2018.

Mayor

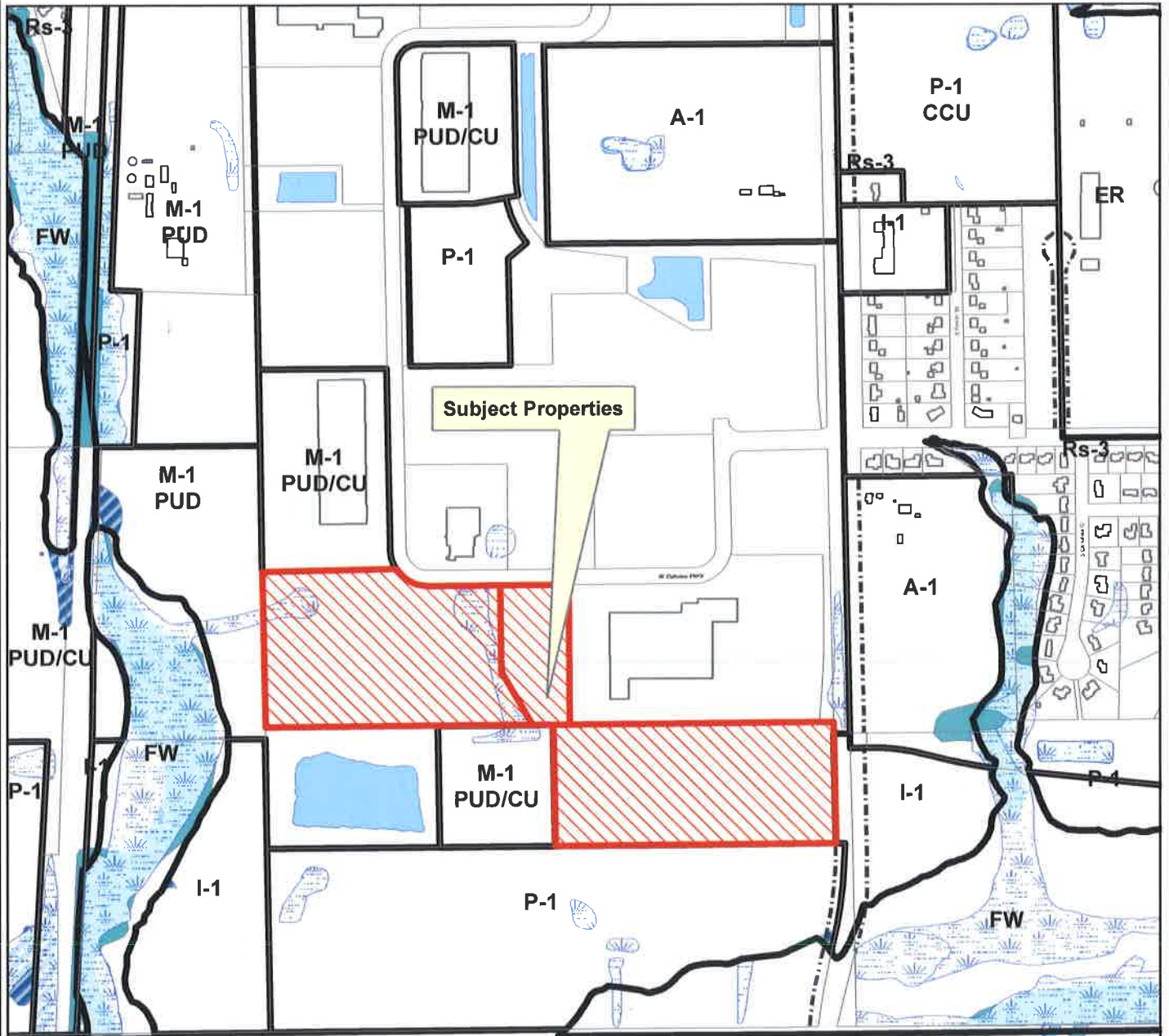
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

301 & 401 W. Oakview Pkwy. & 10861 S. Howell Ave.



CALEDONIA

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



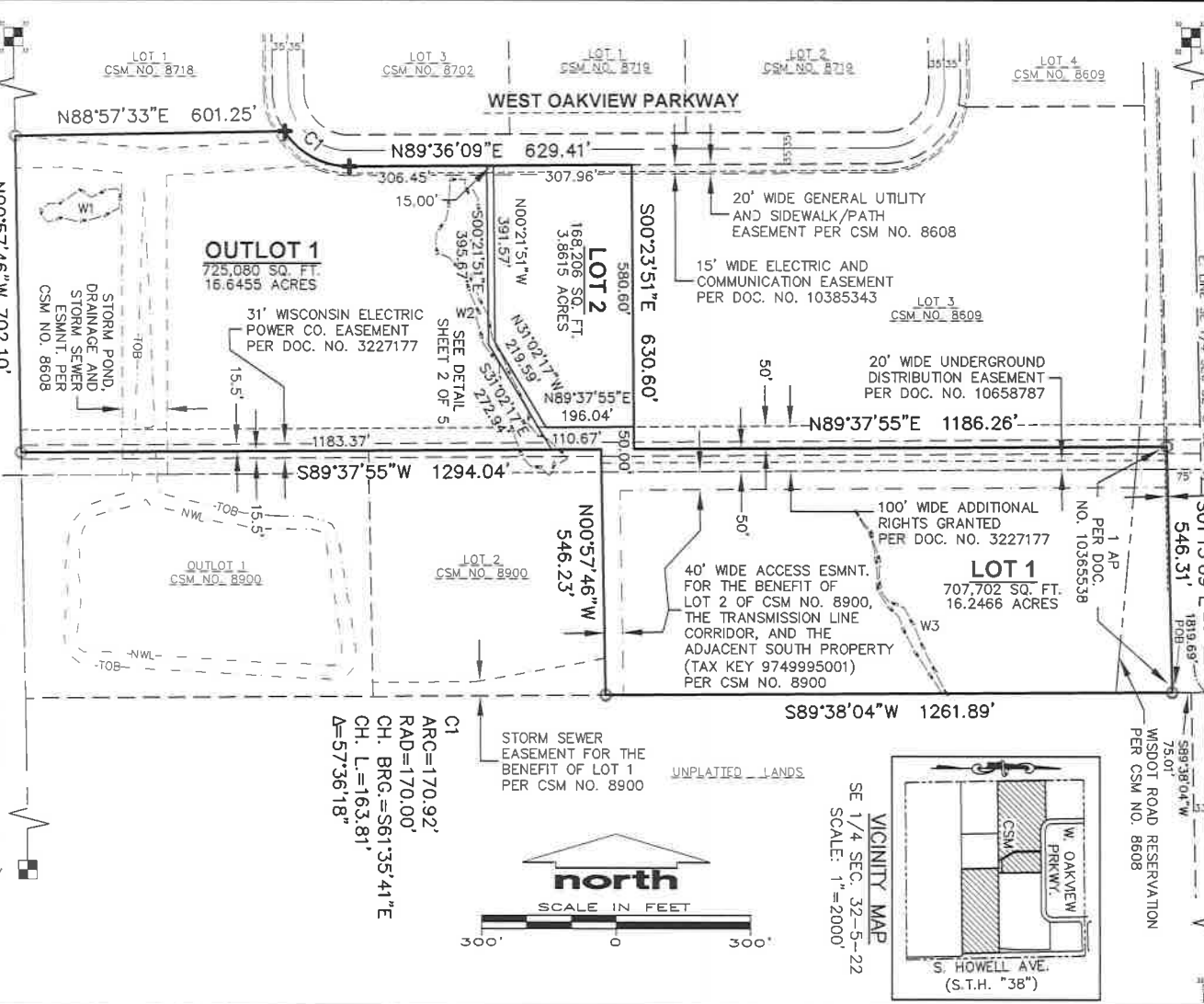
Department of Community Development



Legend

- | | |
|--|---|
|  Subject Properties |  C-1-Shoreland Wetland |
|  Officially Mapped Streets |  FF-Flood Fringe |
|  DNR Wetland Inventory |  Lakefront Overlay |
|  Waterbodies |  NO-Mixed Use Neighborhood |
|  Floodplain (2008) |  OO-Mixed Use Office |
| |  RR-Regional Retail |

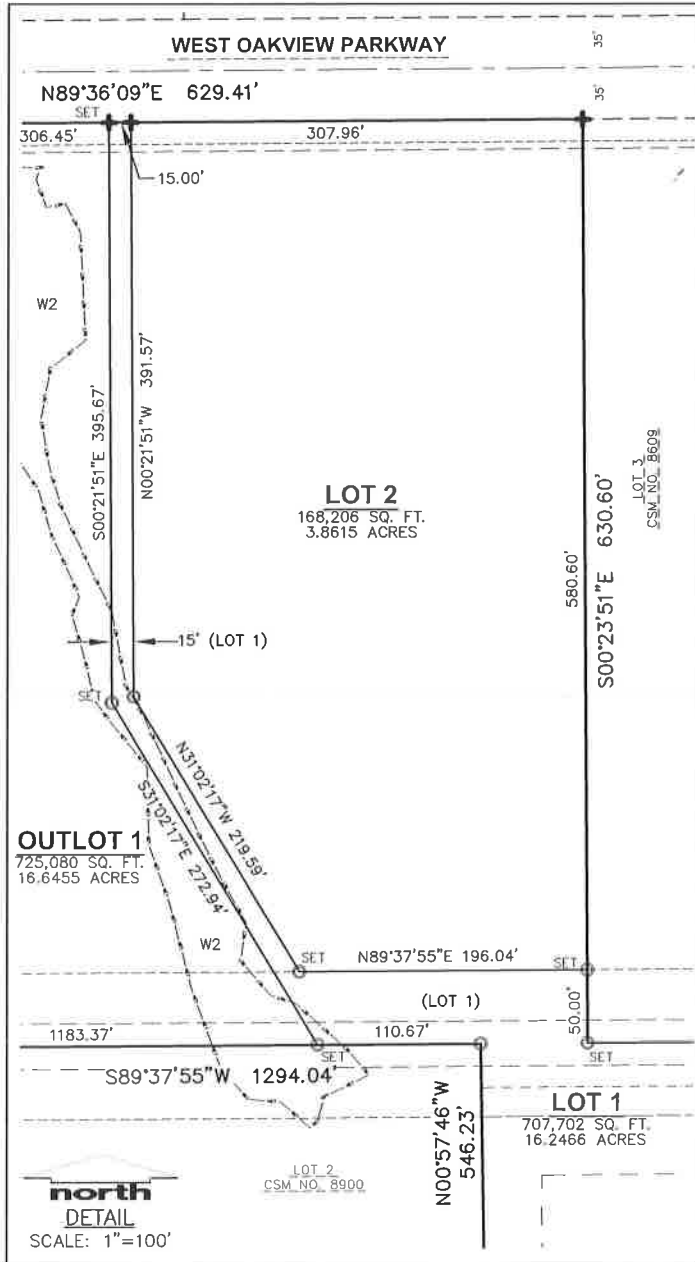
NW CORNER OF THE SE 1/4 OF SEC. 32-5-22 CONC. MON. W/ BRASS CAP
 DATED THIS DAY OF APRIL, 2018 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738
 SE CORNER OF THE SE 1/4 OF SEC. 32-5-22 CONC. MON. W/ BRASS CAP
 SHEET 1 OF 5



BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8900, LOT 2 OF CERTIFIED SURVEY MAP NO. 8609, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 8718, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.
CERTIFIED SURVEY MAP NO. _____

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8900, LOT 2 OF CERTIFIED SURVEY MAP NO. 8609, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 8718, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



LEGEND:

- 1" IRON PIPE FOUND & ACCEPTED
- 3/4" REBAR FOUND & ACCEPTED
- ⊕ CHISELED CROSS FOUND & ACCEPTED
- SET ○ 1"X18" IRON PIPE SET WT. 1.13 LBS/LIN. FT.
- SET ⊕ CHISELED CROSS SET
- WETLAND (SEE NOTES BELOW)
- NWL- POND* (NORMAL WATER LEVEL)
- TOB- POND* (TOP OF BERM)

* POND LOCATIONS BASED ON OAKVIEW BUSINESS PARK CONSTRUCTION AS-BUILT PLAN DATED OCTOBER 14, 2015.

NOTES:

CSM NO. 8609 RECORDED ON JUNE 3, 2014 AT MILWAUKEE CO. REGISTER'S OFFICE AS DOC. 10364226.

CSM NO. 8718 RECORDED ON AUGUST 31, 2015 AT MILWAUKEE CO. REGISTER'S OFFICE AS DOC. 10494589.

CSM NO. 8900 RECORDED ON MARCH 14, 2017 AT MILWAUKEE CO. REGISTER'S OFFICE AS DOC. 10656340.

W1 & W2 WETLAND LOCATIONS BASED ON WETLAND DELINEATION REPORT DATED DECEMBER 5, 2008 AS PREPARED BY NATURAL RESOURCES CONSULTING, INC., WITH SUPPLEMENT REPORT BY WETLAND & WATERWAY CONSULTING, LLC DATED DECEMBER 23, 2012 AND WETLAND FILL PERMIT LETTERS ISSUED BY WDNR AND USACOE DATED OCTOBER 30, 2013 AND JUNE 14, 2013, RESPECTIVELY.

W3 WETLAND LOCATIONS BASED ON WETLAND DELINEATION REPORT DATED DECEMBER 11, 2017 AS PREPARED BY DAVE MEYER, WETLAND & WATERWAY CONSULTING, LLC. WETLAND DISCHARGE (FILL) APPLICATION MADE TO WDNR, JANUARY 26, 2018.

THIS PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), PER FEMA MAP PANEL NUMBER 55079C0231E, EFFECTIVE DATE: SEPTEMBER 26, 2008.

BEARING BASIS

ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, WAS USED AS NORTH 0°13'09" WEST.

PROJECT CONVERSION FACTOR:

GRID/0.99994301 = GROUND

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

DATED THIS ____ DAY OF APRIL, 2018

THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

PREPARED FOR:

CENTRAL LAND COMPANY III, LLC
C/O THE DICKMAN COMPANY, INC
626 E. WISCONSIN AVENUE, #1020
MILWAUKEE, WI 53202

AND

WISPARK LLC
231 W. MICHIGAN ST., P423
MILWAUKEE, WI 53203

AND

CITY OF OAK CREEK
8040 S. 6TH STREET
OAK CREEK, WI 53154

PREPARED BY:

JSD Professional Services, Inc.
Engineering • Surveying • Planning
MILWAUKEE REGIONAL OFFICE
W236 N1810 BUSSE ROAD SUITE 100
WAUKEESHA, WISCONSIN 53186
262.513.0666 PHONE | 262.513.1232 FAX

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8900, LOT 2 OF CERTIFIED SURVEY MAP NO. 8609, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 8718, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

State of Wisconsin)
) SS
Milwaukee County)

I, Rizal W. Iskandarsjach, Professional Land Surveyor, do hereby certify that I have surveyed, divided, and mapped a redivision of all of Lot 1 of Certified Survey Map No. 8900, Lot 2 of Certified Survey Map No. 8609, and Outlot 1 of Certified Survey Map No. 8718, located in the Northwest 1/4, Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Southeast 1/4 of said Section 32; thence South 01°13'09" East along the east line of said Southeast 1/4 section, 1819.69 feet; thence South 89°38'04" West, 75.01 feet to the west line of South Howell Avenue (State Trunk Highway "38"), the southeast corner of Lot 1 said Certified Survey Map No. 8900, and the point of beginning;

Thence continuing South 89°38'04" West along the south line of said Lot 1, 1261.89 feet to the southeast corner of Lot 2 of said Certified Survey Map No. 8900; thence North 00°57'46" West along the east line of said Lot 2, 546.23 feet to the northeast corner of said Lot 2; thence South 89°37'55" West along the north line of said Lot 2 then along the north line of Outlot 1 of said Certified Survey Map No. 8900, 1294.04 feet to the west line of said Southeast 1/4 section; thence North 00°57'46" West along said west line 702.10 feet to the southwest corner Lot 1 of said Certified Survey Map No. 8718; thence North 88°57'33" East along the south line of said Lot 1, 601.25 feet to the southerly line of West Oakview Parkway and a point on a curve; thence southeasterly 170.92 feet along said southerly line and along the arc of said curve to the left whose radius is 170.00 feet and whose chord bears South 61°35'41" East, 163.81 feet to point of tangency; thence North 89°36'09" East along said southerly line, 629.41 feet to the northwest corner of Lot 3 of Certified Survey Map No. 8609; thence South 00°23'51" East along the west line of said Lot 3, 630.60 feet to the southwest corner of said Lot 3; thence North 89°37'55" East along the south line of said Lot 3, 1186.26 feet to the west line of said South Howell Avenue (State Trunk Highway "38"); thence South 01°13'09" East along said west line, 546.31 feet to point of beginning.

Containing in all 1,600,988 square feet (36.7536 acres) of land, more or less.

All subject to easements and restrictions of record and potential future road widening and government restrictions, if any.

That I have made such survey, land division, and map by the direction of CENTRAL LAND COMPANY III, LLC, a Wisconsin limited liability company, owner of Lot 1, WISPARK LLC, a Wisconsin limited liability company, owner of Lot 2, and CITY OF OAK CREEK, Owner of Outlot 1, of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Section 14.82 of the City of Oak Creek requirements for Certified Survey Maps in surveying, dividing and mapping the same.

DATED THIS ____ DAY OF APRIL, 2018

Rizal W. Iskandarsjach, P.L.S.
Professional Land Surveyor, S-2738

U:\ISD Projects\0803175 Oak Creek BP\dwg\0803175 CSR Oakview Ill.dwg

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8900, LOT 2 OF CERTIFIED SURVEY MAP NO. 8609, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 8718, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

OWNERS' CERTIFICATES

As to Lot 1 of this Certified Survey Map, CENTRAL LAND COMPANY III, LLC, a Wisconsin limited liability company, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided, dedicated and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Section 14.82 of the City of Oak Creek requirements for Certified Survey Maps.

CENTRAL LAND COMPANY III, LLC

_____ Date
Samuel D. Dickman, Managing Member

State of Wisconsin)
) SS
_____ County)

Personally came before me this _____ day of _____, 201__, the above named Samuel D. Dickman, the Managing Member of the above named company and acknowledged that they executed the foregoing instrument as such officers as the deed of said company, as Manager, by its authority.

_____ (sign)
_____ (print)
Notary Public, _____ County, _____
My Commission Expires _____

As to Lot 2 of this Certified Survey Map, WISPARK LLC, a Wisconsin limited liability company, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided, dedicated and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Section 14.82 of the City of Oak Creek requirements for Certified Survey Maps.

WISPARK LLC

_____ Date
Erica-Nicole Harris, Vice President

State of Wisconsin)
) SS
_____ County)

Personally came before me this _____ day of _____, 201__, the above named Erica-Nicole Harris, the Vice President of the above named company and acknowledged that they executed the foregoing instrument as such officers as the deed of said company, as Manager, by its authority.

_____ (sign)
_____ (print)
Notary Public, _____ County, _____
My Commission Expires _____

J:\USD Projects\0803179 Oak Creek ERF\dwg\0803179_CSM_OakView III.dwg

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8900, LOT 2 OF CERTIFIED SURVEY MAP NO. 8609, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 8718, LOCATED IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

OWNERS' CERTIFICATES (con't)

As to Outlot 1 (City conservancy) of this Certified Survey Map, CITY OF OAK CREEK, as owner, does hereby certify that said municipality caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided, dedicated and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Section 14.82 of the City of Oak Creek requirements for Certified Survey Maps.

CITY OF OAK CREEK

Dan Bukiewicz, Mayor

Date

Catherine Roeske, City Clerk

Date

State of Wisconsin)
) SS
_____ County)

Personally came before me this _____ day of _____, 201__, the above named Dan Bukiewicz, and Catherine Roeske, the Mayor and City Clerk, the above named municipality and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipality, as Manager, by its authority.

(sign)

(print)
Notary Public, _____ County, _____
My Commission Expires _____

PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the City of Oak Creek, on this _____ day of _____, 201__.

Dan Bukiewicz, Chairman

Date

Douglas Seymour, Secretary

Date

COMMON COUNCIL APPROVAL

This Certified Survey Map is approved by the Common Council of the City of Oak Creek, on this _____ day of _____, 201__ by Resolution Number _____.

Dan Bukiewicz, Mayor

Date

Catherine Roeske, City Clerk

Date

**EXCERPTED DRAFT MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, MAY 8, 2018**

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

Minutes of the April 24, 2018 meeting

Commissioner Siepert moved moved to approve the minutes of the April 24, 2018 meeting. Commissioner Chandler seconded. On roll call: all voted aye. Motion carried.

**CERTIFIED SURVEY MAP
OAKVIEW INDUSTRIAL PROPERTY III, LLC
CITY OF OAK CREEK
WISPARK, LLC
301 & 401 W. OAKVIEW PARKWAY AND 10861 S. HOWELL AVENUE**

Planner Papelbon provided an overview of the certified survey map.

Commissioner Siepert moved that the Plan Commission recommends to the Common Council that the Certified Survey Map submitted by Samuel M. Dickman, Oakview Industrial Property III, LLC, for the properties at 301 and 401 W. Oakview Parkway & 10861 S. Howell Ave. be approved, with the condition that all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording. Commissioner 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 7:24 p.m.

ATTEST:

Douglas Seymour, Plan Commission Secretary

May 10, 2018

Date

COMMON COUNCIL REPORT

Item: 2018-19 Official Newspaper

Recommendation: That the Common Council designate the USA Today Network (Milwaukee Journal Sentinel - SOUTH NOW edition) to serve as the official City newspaper for the next 12 months.

Fiscal Impact: Funds to cover the cost of the official notices in 2018 have been budgeted in the General Government-Legal Notices Account.

In the past twelve months, these publications have amounted to a total cost of \$19,422.99.

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: As a third class city, one of the state requirements we have is an annual bid process for an official City newspaper. An official notice was published on March 28, 2018, inviting bids to be publicly opened at noon on May 1, 2018.

The only bid received was from the USA Today Network (parent company of the Milwaukee Journal Sentinel).

The rates are as follows and are of no change from the 2017 rates.

	1 st insertion per line	2 nd insertion per line
Council Proceedings	\$0.65	\$0.53
Legal Notices	\$0.65	\$0.53
	1 st insertion per column inch	2 nd insertion per column inch
Display ads, sample ballots and other matter set in display format	\$6.50	\$5.30
Affidavit	\$1.00	

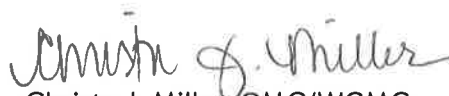
Options/Alternatives: none.

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: 2017-18 Billing totals; 2018 Invitation for Bid

South NOW

Billing totals for required publications

2017	
Jan	\$1,271.72
Feb	\$1,373.81
Mar	\$3,014.95
Apr	\$1,972.29
May	\$2,184.92
June	\$1,994.11
July	\$2,160.00
Aug	\$764.43
Sept	\$2,314.57
Oct	\$1,402.61
Nov	\$585.53
Dec	\$1,862.77
	\$20,901.71

2018	
Jan	\$1,929.43
Feb	\$838.68
Mar	\$1,413.65
Apr	not rec'd yet
	\$4,181.76

Previous 12 months total: **\$19,422.99**



April 4, 2018

CITY OF OAKCREEK
OFFICIAL NEWSPAPER BID
ATTN: CITY CLERK
8040 S. 6th STREET
OAK CREEK, WI 53154

Invitation for Bid – 2018

The below information is the state certified information for the SOUTH NOW publication for legal advertising.

Name of Type: Arial Classified
Type size: 8

Indicate Line Rates:	1 st Insertion	Subsequent Insertion	Column Width (pica)
1 column	\$.65	\$.53	8.89

Display Rates, per column inch:

1st Insertion: \$6.50

Subsequent Insertion: \$5.30

Paid Newspaper Subscriptions to be circulated in this geographic area: 15,546

Affidavit Cost: \$1.00

Affidavits shall be mailed within 10 days of publication.

Dates of Publication: Every Wednesday

Deadline for Display advertisement is Wednesday week prior by 10:00AM

Deadline for Liner advertisement is prior Friday at 10:00AM

Sample Common Council Liner cost:

1 Day: \$27.00

Subsequent Insertion: \$21.20

Total Cost: \$48.20

Sample Display Ad cost 3 col x 8":

1 Day: \$157.00

Subsequent Insertion: \$127.20

Total Cost: \$284.20



Vendor: SOUTH NOW

Authorized Signature: /s/ Tara Mondloch

Print Name & Title: Tara Mondloch, Classified Manager

Date: April, 4, 2018

Address: 333 W. State Street, Milwaukee, WI 53203

Telephone: 414-224-2121

Fax: 877-943-0443

Email: legal@jmg.com

Publish 3/28/18

****CITY OF OAK CREEK****

**NOTICE TO BIDDERS
OFFICIAL CITY NEWSPAPER**



The Common Council of the City of Oak Creek hereby gives notice that written, sealed proposals to serve as the Official City Newspaper for the City of Oak Creek, pursuant to S. 985.06, Wis. Stats., from May 1, 2018, through April 30, 2019, must be received by **the City Clerk at 8040 S. 6th Street, Oak Creek, Wisconsin**, no later than 12:00 noon on Tuesday, May 1, 2018, at which time the City Clerk shall, in the presence of the Mayor, an Alderperson, or their designee, publicly open and read the bids. The Official City Newspaper shall publish in English the Common Council proceedings and the City's legal notices. Only bids from a daily or weekly newspaper published in the City of Oak Creek, which are eligible under S. 985.03, Wis. Stats., shall be eligible to serve as the Official City Newspaper. The security required for such bid is a certified check or bank draft payable to the Oak Creek City Treasurer or a satisfactory bid bond in an amount not less than \$1,000.00 for any qualified bidder that has not previously served in the capacity of the City's official newspaper.

Dated this 21st day of March, 2018.

/s/ Catherine A. Roeske
Catherine A. Roeske
City Clerk



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the May 9, 2018 Vendor Summary Report in the combined total of \$680,551.42.

Fiscal Impact: Total claims paid of \$680,551.42

- 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. \$6,943.50 to Bailey Nurseries, Inc. (pg #3) for street tree replacements, Project 18018.
2. \$22,400.00 to Baker Tilly (pg #3) for 2017 financial and WEDC grant audit service.
3. \$11,044.00 to Buelow Vetter (pg #4) for legal services.
4. \$52,181.00 to Burkhart Construction Corp. (pg #4) for EOC construction.
5. \$10,400.00 to Dept. of AG, Trade, & Consumer Protection (pg #6) for weight and measure contract inspection.
6. \$7,600.00 to DTS Mixed Use LLC (pg #6) for DTS Public restroom event cleaning fees.
7. \$53,072.20 to JPM (pgs #21-31) 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. \$127,381.00 to KVG Building Corporation (pg #11) for Drexel Town Square public restrooms.
9. \$5,115.75 to Max-R (pg #12) for Lake Vista recycle/trash stations.
10. \$5,215.25 to Milwaukee County Treasurer (pg #13) for April court fines.
11. \$5,605.53 to Poms Tire Service (pg #14) for street department vehicles tire and road service.
12. \$169,068.44 to Rasch Construction & Engineering (pg #15) for Lake Vista structure construction and engineering services.
13. \$5,000.00 Reserve Account (pg #15) for postage refill.
14. \$6,016.67 to Savage Solutions, LLC (pg #16) for Oak Creek event magnets and retainer for market services.

-
15. \$5,037.30 to Shred-It (pg #16) for shredding service.
 16. \$32,959.00 to Super Excavators, Inc. (pg #17) for Ikea Way, Phase 3, water main construction.
 17. \$8,030.94 to Wausau (pg #19) for Street department plow parts.
 18. \$17,412.52 to WE Energies (pg #19) for street lighting, electricity & natural gas.
 19. \$12,776.49 to Wheaton Franciscan Medical Group (pgs #19-20) for pre-employment physicals, drug screenings, and April nurse practitioner services/supplies.
 20. \$13,481.97 to WI Court Fines & Surcharges (pg #20) for April's court fines.
 21. \$19,696.91 to World Fuel (pg #20) for fuel inventory.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 5/9/18 Invoice GL Distribution Report



COMMON COUNCIL REPORT

Item: Website Redesign Vendor Selection

Recommendation: That the Common Council authorize staff to begin contract negotiations with Vision for website redesign services, maintenance, and hosting.

Fiscal Impact: The cost of the website redesign will be \$53,790 with maintenance and hosting fees included for the first year. The annual maintenance and hosting fees will cost \$11,000-\$13,000 a year after the first year. Funding for the initial website redesign have been allocated by the City Administrator as part of the Strategic Action Plan.

As part of this project the Library intends to cover \$5,000 of the total redesign cost as well as \$1,250 each following year for a Library branded subsite.

- 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: As part of the City's Strategic Action Plan "Safe, Welcoming, and Engaged Community" critical success factor, a website redesign committee was created to review potential vendors and site features. The current website was launched in 2013 as part of the City's rebranding initiative. This site is lacking features and functionality that are needed on a modern municipal website. Management of the current site is also limited and difficult for staff. After researching websites of various municipalities, the committee solicited three potential vendors for the redesign of the City of Oak Creek website. The potential vendors included CivicPlus, Revize, and Vision. After viewing demos of each potential vendor and receiving their proposals it was the recommendation of the committee that Vision be selected as the vendor for the website redesign project.

The committee feels that Vision's proposal best aligns with the City's SAP. Vision would also assist with the solicitation of staff and public users for input on the current website functionality. In addition, the site proposed by Vision would also ensure optimal utility to end users with the following features and functionality:

- Easy to use Mobile homepage
- Easy to use Service Finder
- Easy to use Form Finder
- Resident Dashboard
- Geo-location (address) based personalized information for residents

- ePayment / eCommerce Integration
- Easy to use calendar with community event submission workflows

The cost of this project would be as follows:

	Vision
Website Redesign	\$53,790.00
2019 Maintenance and Hosting	\$11,149.00
2020 Maintenance and Hosting	\$11,706.00
2021 Maintenance and Hosting	\$12,292.00
2022 Maintenance and Hosting	\$12,906.00

For the new website, cloud hosting was selected to reduce the impact of a website hack or breach. Also included with the annual maintenance fee are site improvement credits that can be used to perform minor changes each year or accrued to be used on a redesign. Annual audits of forms and integrations are included with the annual fees as well.

Options/Alternatives: The two other vendors, Revize and CivicPlus, could provide the City with an updated website however both proposals did not include any research on the current site. These proposals also lacked features and functionality that Vision offers. If the City was to go with either Revize or CivicPlus additional software and services would have to be purchased to offer the same features as Vision, negating the savings.

	Revize	CivicPlus
Website Redesign	\$37,000.00	\$49,180.00
2019 Maintenance and Hosting	\$6,500.00	\$6,750.00
2020 Maintenance and Hosting	\$6,500.00	\$7,087.50
2021 Maintenance and Hosting	\$6,500.00	\$7,441.88
2022 Maintenance and Hosting	\$6,500.00	\$7,813.97

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kevin A. Koenig
Acting IT Manager

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:

COMMON COUNCIL REPORT

Item: Miller Park Pavilion Roof and Siding Replacement

Recommendation: Allow the Director of Public Works to accept the lowest qualified quote from L.J. Contractors to replace roofing and siding on Miller Park Pavilion for \$36,795.00

Fiscal Impact: Project is an approved 2018 CIP Project budgeted for \$55,000 dollars

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 Miller Park Pavilion Building is an approved CIP project for 2018 with a budget of \$55,000 dollars. The intent of the project is to replace the aging roof and siding which have both outlived their useful lifespan. Upwards of fifteen local contractors were contacted to quote this project. Of the contractors contacted, three companies submitted a quote. Below is a summary of the quotes received for the project.

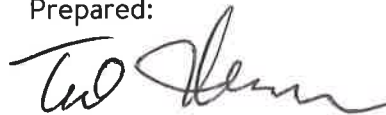
1.	LJ Contractors	\$36,795.00
2.	Vesel Contractors	\$55,775.00
3.	Evansen Builders	\$58,175.00

Options/Alternatives:

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Ted Johnson
Director of Public Works Department

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Specifications sent to contractors and three quotes received for the project.

Miller Park BLD Specs

Tear-off all roofing from house and shed

Install ice and water barrier over entire roof areas

Install synthetic underlayment over all remaining roof areas on house and shed

Remove and replace all plumbing vent flashings

Install ridge vents on all horizontal ridge lines

Re-Roof house and shed using 24ga. Metal roofing with Kynar 500 prefinished steel 16" OC hidden clip and fastener.

Snap-Clad panels complete with proper trim and closures over high temp ice and water shield to complete a water tight roof system.

Remove soffit & fascia

Install new soffit & fascia using steel metal (color to be chosen by owner)

Tear of siding from house and shed

Install fanfold tyvek before siding

Install the LP smart siding to building and shed

Wrap all windows with aluminum trim coil

Price to include: Labor, materials and removal of debris along with a ten year warranty on workmanship.



L.J. Contractors
 8223 W. Puetz Rd.
 Franklin, WI 53132

Estimate

Date	Estimate #
3/19/2018	399

Name / Address
Department of Public Works Ted Johnson-Director of Public Works 800 W. Puetz Rd. Oak Creek, WI 53154

Project
315 E. Groveland Dr. ...

Description	Total
Tear-off all roofing from house	0.00
Install ice and water barrier over entire roof area	0.00
Install synthetic underlayment over all remaining roof areas on house	0.00
Remove and replace all plumbing vent flashings	0.00
Install ridge vents on all horizontal ridge lines	0.00
Re-roof house using Hidden fastener panel and accessories	16,800.00
Remove soffit & fascia,	0.00
Install new soffit & fascia using steel metal (color to be chosen by owner)	8,595.00
Tear-off all siding from house	0.00
Install fanfold or tyvek before siding	0.00
Install LP smart siding to building and shed	0.00
Wrap all windows with aluminum trim coll	0.00
Price includes; labor, material and removal of debris	11,400.00
10 year workmanship warranty	0.00
Total	\$36,795.00

Signature _____



VESEL
CONTRACTORS
 262-412-0440

Building trust. Installing pride.

Contract

PROPOSAL NO.
SHEET NO.
DATE

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME City of Oak Creek (Miller park Building).	ADDRESS
ADDRESS ATT Ted Johnson	CITY, STATE
CITY, STATE tedjohnson@oakcreekwi.org	DATE OF PLANS
PHONE NO. 414-570-5680	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Remove all existing singles on building, steel roofing on shed. Clean up and haul away all debris,

Install 3ft of ice and water shield along all eaves, 3ft in valley's.

Install synthetic steel roofing underlayment on remaining roof area.

Install new eve trim 24 gauge, no closure required. Install new gable trim 24 gauge, no closure required.

Install metal w valley's 24 gauge, no closure required butyl tape is required under starter lock.

Install 24 gauge McElroy metals Meriden panels with Kynar paint. Color: TBD

Install 24 gauge ridge cap, with vented closure strip, Screwed down.

Remove existing siding, window, door, soffit and fascia on entire building. Shed only trim will be removed.

Install 1/4 inch fan fold insulation, Tyvek house wrap.

Install new custom bent window trim. Install new steel soffit and fascia. Color: TBD

Install factory painted Lp Smart side siding and trim. Color: TBD Please provide a Sherwin Williams Paint code.

All LP Smart side Siding will have a 25year paint and 50 year product

All products will be installed per manufactures specifications.

All permits and plans are extra if required.

All labor(workman ship) warranty is good for 10 years.

1/3 down, 1/3 on project start date, 2/3 on completion. OR Discuss?

All material is guaranteed to be as specified, and the above work to be performed in accordance with accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$55,775)

with payments to be as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted: _____

Per _____

Note - This contract may be withdrawn by us if not accepted with _____ days.

ACCEPTANCE OF PROPOSAL

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DATE: 4/30/2018

SIGNATURE _____

SIGNATURE _____

Terms and Conditions:

The owner or agent certifies that he has read this agreement, and terms and conditions have been explained to him and that he fully understands them; that there is no understanding verbal or otherwise than that contained in this agreement. All measurements and depths are approximate. All materials to be at contract specifications. Contractor carries all legally required insurance. However, homeowner is responsible for permits if needed and lot line locations. Owner assumes responsibility for any landscaping repairs and gives contractor permission to access property with any equipment. Lien waivers are available upon completion. Buyer and contractor agree if any disputes arise throughout this transaction it shall be settled through arbitration. In no way shall the contractor be liable for any legal expenses. In the event of cancellations, prior to start of work by purchaser, the deposit is non-refundable. Owner understands this company is a limited liability corporation. Contractor shall not be liable for delays caused by strikes, weather conditions, and delays in obtaining materials or causes beyond his control.

Evansen Builders, LLC.

20215 Rustic Ridge Ct., New Berlin, WI 53146

(262) 549-9700, www.evansenbuilders.com

Earl Cell #262-744-5208

Client: Oak Creek Wisconsin

Date of Contract: 4-25-18

Address: Henry Miller Park Pavilion and Shed

Ted Johnson # 414-570-5680 Ralph Kneusel # 414-570-5681

Email tejohanson@oakcreekwi.org rkneusel@oakcreekwi.org

In this contract, the above person(s) is referred to as Owner and/ or buyer. Evansen Builders LLC. is referred to as the seller and/ or contractor. Buyer agrees to buy, and seller agrees to sell for the total cash price, the products described below. Contractor agrees to furnish all materials and perform all labor according to the following specifications...

Products and Services

- Tear off shingles down to deck. If any Bad Decking from water damage we will replace at \$50.00 per sheet.)
- Install Metal Sales HT-Underlayment on entire roof. (This product is a high temp adhesive product with a nonslip surface but will allow panels to expand and contract. Also this product seal around fasteners and penetrations.
- Install Metal sales roof plumbing flashing.
- Map out all penetrations and valley locations for proper standing rib locations.
- Install Eave flashings.
- Install all Rake edge flashings.
- Install valley metal with counter flashing. (All special seal tapes from metal sales will be used.)
- Install Metal Sales Standing seam Image II Kynar 500 finish panel. 16" wide each panel. This has a 45 year Limited warranty.
- [Http://www.metalsales.us.com/residential/products/metal-roofing/imageii](http://www.metalsales.us.com/residential/products/metal-roofing/imageii)
- Warranty Info Available from Link above also...

Sales Summary: \$33,600.00

Roof Main structure and shed.

Estimated Start is Spring weather permitting. We will call ahead to schedule.

Terms: Down payment of 10,000.00 dollars... Balance Due At the completion of each building work. Special order product is nonreturnable.

Contractor agrees to do all work and labor in a workmanlike manner and agrees to carry Liability and workman's compensation insurance.

Contractor will do all work in strict accordance with the ordinances, rules and requirements of the City, Town, or Village, wherein the above mentioned property is located.

All manufacturers' warranties apply as the sole warranty which seller passes through to buyer except Evansen Builders LLC Guarantees Workmanship for a period of 10 year from the date of completion.

Any alterations or deviations from this proposal and specifications involving extra expense will be charged for additionally, same to be paid for on completion. Any change from original plan to be done at owner's risk and expense.

It is also understood that the price agreed upon herein does not include possible expense entailed in coping with hidden or unknown contingencies found at the job site. In the event such contingencies arise and the seller is required to furnish labor or materials or otherwise perform work not provided for or contemplated by seller, the expense thereof will be paid for by the buyer of such work.

It is also agreed that any claim for adjustment shall not be reason or cause for failure to make payment in full. Any claim or unresolved controversy arising under this contract shall be settled by arbitration and judgement upon the award rendered may be entered in any court of competent jurisdiction.

It is understood and agreed that the contractor shall not be held liable for delays or failure to perform hereunder caused by strikes, accidents, fires, weather conditions, floods, acts of God, delays in obtaining material, legal acts of public authorities, or delays or defaults caused by public carriers. All contracts are subject to approval of our credit department. Clerical errors subject to correction.

NOTICE OF LIEN RIGHTS AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS OR HER LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMENTS ARE DULY PAID.

Notice To Buyer

- 1.) You do not have to sign this contract before reading it, even if otherwise advised.
- 2) You do not have to sign this contract if any of the blank spaces intended for the agreed terms to the extent of the then available information are left blank.
- 3) You are entitled to an exact copy of this contract at the time it is signed.
- 4) After completion of work, contractor warrants his workmanship and materials as stated above, but is not liable for any interior damage if such ever occurs.
- 5) The buyer has misrepresented any material fact with respect to Buyer's credit worthiness.
- 6) Products, which the seller believed to be available, are unavailable and comparable products are not available.
- 7) an error or omission in obtaining the dimensions for an area in which a product is to be installed occurs. Seller shall notify buyer in writing in event of such events.

The buyer(s) hereby certifies that he or she has read this agreement, that the terms and conditions and the meaning thereof have been explained to them and you fully understand them; that there is no understanding between the parties verbal or otherwise that that contained in this agreement of which a copy thereof is hereby received and acknowledged; and that the owner shall maintain no action on any new substituted contract except by the Contractor or by any of its agents to induce him to execute Agreement, made by any of its agents, unless the same be reduced to writing and signed by the Contractor.

This is a home improvement instrument and is non-negotiable. Every holder takes subject to all claims and defenses of the maker or obligor.

(We) (I) Have read this contract.

Signed/ Date: _____

Salesman: Earl Ehrhardt

Buyers/ Customer's Right To Cancel

I may cancel this agreement at any time prior to midnight of the third day business day after the date of this transaction. I have read the accompanying notice of right to cancel for an explanation of this right.

Evansen Builders, LLC.

20215 Rustic Ridge Ct., New Berlin, WI 53146

(262) 549-9700, www.evansenbuilders.com

Earl Cell #262-744-5208

Client: Oak Creek Wisconsin

Date of Contract: 4-25-18

Address : Henry Miller Park Pavilion and Shed

Ted Johnson # 414-570-5680 Ralph Kneusel # 414-570-5681

Email tejohnson@oakcreekwi.org rkneusel@oakcreekwi.org

In this contract, the above person(s) is referred to as Owner and/ or buyer. Evansen Builders LLC. is referred to as the seller and/ or contractor. Buyer agrees to buy, and seller agrees to sell for the total cash price, the products described below. Contractor agrees to furnish all materials and perform all labor according to the following specifications...

Products and Services

- Tear off siding on entire structure on main structure and shed.
- Remove and Install New Aluminum Window and door wraps. (Color to be Picked)
- Remove and Install Fascia and Soffit in Aluminum. (Color to be picked)
- Install 3/8" Fan Fold insulation on both structures and tape all seams.
- Install LP Smart Siding with Allen Edmund 25 year paint finish warranty.
- Note we will use Metal Back flash on seams along with H-Clips.
- All cut ends will be painted as to the spec from LP.
- Trim boards will be used and pre made corners by LP.
- [Http://www.edmundallen.com](http://www.edmundallen.com)
- Warranty Info Available from Link above also...

Sales Summary: \$24,575.00

Siding Main structure and shed.

Estimated Start is Spring weather permitting. We will call ahead to schedule.

Terms: *Down payment of 6,000.00 dollars... Balance Due At the completion of each building work. Special order product is nonreturnable*

Contractor agrees to do all work and labor in a workmanlike manner and agrees to carry Liability and workman's compensation insurance.

Contractor will do all work in strict accordance with the ordinances, rules and requirements of the City, Town, or Village, wherein the above mentioned property is located.

All manufacturers' warranties apply as the sole warranty which seller passes through to buyer except Evansen Builders LLC Guarantees Workmanship for a period of 10 year from the date of completion.

Any alterations or deviations from this proposal and specifications involving extra expense will be charged for additionally, same to be paid for on completion. Any change from original plan to be done at owner's risk and expense.

It is also understood that the price agreed upon herein does not include possible expense entailed in coping with hidden or unknown contingencies found at the job site. In the event such contingencies arise and the seller is required to furnish labor or materials or otherwise perform work not provided for or contemplated by seller, the expense thereof will be paid for by the buyer of such work.

It is also agreed that any claim for adjustment shall not be reason or cause for failure to make payment in full. Any claim or unresolved controversy arising under this contract shall be settled by arbitration and judgement upon the award rendered may be entered in any court of competent jurisdiction.

It is understood and agreed that the contractor shall not be held liable for delays or failure to perform hereunder caused by strikes, accidents, fires, weather conditions, floods, acts of God, delays in obtaining material, legal acts of public authorities, or delays or defaults caused by public carriers. All contracts are subject to approval of our credit department. Clerical errors subject to correction.

NOTICE OF LEIN RIGHTS AS REQUIRED BY THE WISCONSIN CONSTRUCTION LEIN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LEIN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS OR HER LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMENTS ARE DULY PAID.

Notice To Buyer

- 1.) You do not have to sign this contract before reading it, even if otherwise advised.
- 2) You do not have to sign this contract if any of the blank spaces intended for the agreed terms to the extent of the then available information are left blank.
- 3) You are entitled to an exact copy of this contract at the time it is signed.
- 4) After completion of work, contractor warrants his workmanship and materials as stated above, but is not liable for any interior damage if such ever occurs.
- 5) The buyer has misrepresented any material fact with respect to Buyer's credit worthiness.
- 6) Products, which the seller believed to be available, are unavailable and comparable products are not available.
- 7) an error or omission in obtaining the dimensions for an area in which a product is to be installed occurs. Seller shall notify buyer in writing in event of such events.

The buyer(s) hereby certifies that he or she has read this agreement, that the terms and conditions and the meaning thereof have been explained to them and you fully understand them; that there is no understanding between the parties verbal or otherwise that that contained in this agreement of which a copy thereof is hereby received and acknowledged; and that the owner shall maintain no action on any new substituted contract except by the Contractor or by any of its agents to induce him to execute Agreement, made by any of its agents, unless the same be reduced to writing and signed by the Contractor.

This is a home improvement instrument and is non-negotiable. Every holder takes subject to all claims and defenses of the maker or obligor.

(We) (I) Have read this contract.

Signed/ Date:

Salesman: Earl Ehrhardt

Buyers/ Customer's Right To Cancel

I may cancel this agreement at any time prior to midnight of the third day business day after the date of this transaction. I have read the accompanying notice of right to cancel for an explanation of this right.

COMMON COUNCIL REPORT

Item: Milwaukee/Nicholson Intersection Improvements Project

Recommendation: That the Common Council considers a motion to award the Milwaukee/Nicholson Intersection Improvements Project to the lowest, responsive, responsible bidder, D.C. Burbach, Inc., for the unit bid price of \$144,658.72. (Project No. 18028) (1st Aldermanic District)

Fiscal Impact: Oak Creek and South Milwaukee will share equally in the cost of the project. Oak Creek has reserved funding for the project under CIP #18028, will administer the construction contract and will invoice South Milwaukee for 50% reimbursement of the costs.

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: On April 17, 2018 under Resolution No. 11930-041718 Council directed staff to complete the design of the intersection improvements. The proposed improvements will provide turn lanes for safer and more efficient movement of traffic through the intersection. The plans and bid documents were completed and advertised for public bid. One sealed bid was received and publicly opened at City Hall on May 10, 2018:

Contractor	Bid
D.C. Burbach, Inc.	\$144,658.72

One bid was received after 10 am and was rejected.

Staff from South Milwaukee and Oak Creek have reviewed the bids and agree with the recommendation that the contract be awarded to D.C. Burbach, Inc., for their bid price.

Options/Alternatives: If the project does not proceed at this time, traffic will continue to experience periodic delays during peak a.m and p.m. travel times.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Matthew J. Sullivan, PE
Design Engineer

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Michael C. Simmons, P.E.
City Engineer

Attachments: None



Meeting Date: May 15, 2018

Item No. 10

COMMON COUNCIL REPORT

Item: All-Star Buick GMC Storm Water Management Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 11939-051518, a resolution approving a storm water management practices maintenance agreement with Boyland Properties Oak Creek, LLC, for their All-Star Buick GMC development located at S. 27th Street and W. Rawson Avenue. (Tax Key No. 737-9037-001, 737-9988-001 and 737-9989-001) (2nd Aldermanic District)

Fiscal Impact: None. The owner is responsible for all costs per the Storm Water Management Practices maintenance agreement.

- 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 proposed All-Star Buick GMC development located at S. 27th Street and W. Rawson Avenue requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

Options/Alternatives: None.

Respectfully submitted:

Prepared:

Andrew J. Vickers, MPA
City Administrator

Philip J. Beiermeister, P.E.
Environmental Design Engineer

Fiscal Review:

Approved:

Bridget M. Souffrant
Finance Director/Comptroller

Michael C. Simmons, P.E.
City Engineer

Attachments: Resolution No. 11939-051518, Storm Water Maintenance Agreement

RESOLUTION NO. 11939-051518

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH BOYLAND PROPERTIES OAK CREEK, LLC, FOR THEIR ALL-STAR BUICK GMC DEVELOPMENT LOCATED AT S. 27TH STREET AND W. RAWSON AVENUE

(TAX KEY NO. 737-9037-001, 737-9988-001, 737-9989-001)

(2ND ALDERMANIC DISTRICT)

WHEREAS, Boyland Properties Oak Creek, LLC (Owner), requires onsite storm water management practices for their proposed All-Star Buick GMC development, and,

WHEREAS, the City requires that the Owner enter into a Storm Water Management Practices Maintenance Agreement, and,

WHEREAS, the required Storm Water Management Practices Maintenance Agreement has been prepared and signed by the Owner,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached Storm Water Management Practices Maintenance Agreement, as signed by the Owner, is hereby approved by the City.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute the attached agreement on behalf of the Common Council of the City of Oak Creek and upon execution by both the City of Oak Creek and the Owner, the City Attorney is hereby authorized and directed to record the same in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of May, 2018, 2018.

Passed and adopted this 15th day of May, 2018.

President, Common Council

Approved this 15th day of May, 2018, 2018.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number

All-Star Buick GMC
S.27TH STREET & W. RAWSON AVENUE
Storm Water Management Practices Maintenance
Agreement
Document Title

Recording Area

Michael C. Simmons
Engineering Department
8040 S. 6th Street
Oak Creek, WI 53154
Name and Return Address

737-9037-001, 737-9988-001, 737-9989-001

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2018, by and between Boyland Properties Oak Creek, LLC, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Oak Creek, County of Milwaukee, State of Wisconsin, to-wit:

That part of the Southwest 1/4, Section 6, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the southwest corner of said Southwest 1/4; thence North 00°06'34" East, on and along the west line of said Southwest 1/4, 237.16 feet; thence North 88°58'12" East, 90.02 feet to the east right of way line of South 27th Street and the point of beginning; thence North 00°06'34" East, on and along said east right of way line, 236.80 feet; thence North 89°53'26" West, on and along said east right of way line, 1.70 feet; thence North 00°41'01" East, on and along said east right of way line, 150.03 feet to the south line of Parcel 1 of CSM No. 3636; thence North 88°58'12" East, on and along said south line, 639.90 feet to the west line of Outlot 1 of CSM No. 3636; thence South 00°06'32" West, on and along said west line, 150.03 feet to the south line of said Outlot 1; thence North 88°58'12" East, on and along

said south line, 744.06 feet; thence South 00°06'34" West, 237.16 feet to the north line of Moe-Wan Subdivision; thence South 88°58'12" West, on and along said north line, 434.04 feet to the west line of said Subdivision; thence South 01°03'30" East, on and along said west line, 171.55 feet to the north right of way line of West Rawson Ave; thence South 88°58'00" West, on and along said north right of way line, 273.26 feet; thence North 88°57'08" West, on and along said north right of way line, 108.68 feet; thence North 84°30'09" West, on and along said north right of way line, 210.50 feet; thence South 88°58'09" West, on and along said north right of way line, 201.05 feet; thence North 00°06'34" East, 138.64 feet; thence South 88°58'12" West, 156.97 feet to the point of beginning.

Containing 546,290 square feet (12.541 acres), more or less.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as All-Star Buick GMC located at S. 27th Street and W. Rawson Avenue, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the City and the Owner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Oak Creek, require that on-site storm water management practices as defined in Section 13.103 of the Oak Creek Municipal Code be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

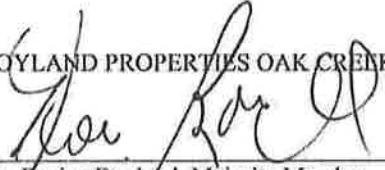
1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management

practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.

5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Owner, its successors and assigns, including any homeowners association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Detention Basin Maintenance Standards (Exhibit B).
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

BOYLAND PROPERTIES OAK CREEK, LLC


Mr. Dorian Boyland, Majority Member

The foregoing Agreement was acknowledged before me this 27th day of April, 2018,

by the above named DORIAN BOYLAND.


NOTARY PUBLIC

My Commission Expires: 4/3/21



CITY OF OAK CREEK, WISCONSIN

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2018,

by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

NOTARY PUBLIC

My Commission Expires: _____

This document was prepared by Philip J. Beiermeister, P.E. of the City of Oak Creek Engineering Department.

Approved as to Form:

City Attorney

Date



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____
 Inspection Date: _____

Tax Key No.: _____

Location: _____

Detention Basin Type: Wet Pond _____ Underground _____
 Extended Dry _____ Bioretention _____
 Artificial Wetland _____

Watershed _____

Items Inspected (Pond components)	Checked (Yes/ No/ NA)	Maintenance Needed (Yes/ No/ NA)	Remarks
Embankment and Emergency spillway			
1. Trash and debris			
2. Vegetation and ground cover adequate			
3. Embankment erosion			
4. Animal burrows			
5. Unauthorized plantings/tree growth			
6. Cracking, bulging, or sliding of embankment			
a. Upstream face and toe of slope			
b. Downstream face and toe of slope			
7. Settlement			
8. Seeps/leaks on downstream face			
9. Emergency spillway			
a. Clear of trash and debris			
b. Settlement			
c. Slope protection or riprap failures			
10. Other (specify)			
Inlet/Outlet Structures			
Type: Pipe (RCP/CMP/Plastic)			
Stand pipe/inlet box with orifice			
Weir (V-notch/Rectangular)			
Other _____			
1. Erosion/scouring/undermining at inlet or outlet			
2. Primary outlet structure			
a. Debris or sediment removal necessary			
b. Damaged			
c. Orifice plate damaged, out of place or missing			
3. Trash rack/hood maintenance			
a. Trash or debris removal necessary			
b. Damaged or missing			
c. Corrosion/rust control			
Pond Bottom/Pool Area			
1. Sediment accumulation (estimate depth)			
2. Water level at normal pool elevation			
3. Oil sheen on water			

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Side Slopes and Embankments	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	Unless designated by the Common Council as a nature center or wildlife preserve, if the facility is located in a planned subdivision, multi-family apartment complex, planned development or a mobile home district, mowing is needed when vegetation exceeds 6 inches in height. In all other areas, mowing is needed when vegetation exceeds one foot in height. Mowed vegetation should be removed from areas where it could enter the pond, either when the pond level rises or by rainfall runoff.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Trees and bushes should be removed where they interfere with pond maintenance activities; that is, at the inlet, outlet and near engineered structures. Nature centers and wildlife preserves should follow the maintenance guidelines in the approving resolution and approved storm water management plan.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
	Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal or equipment movements).	Trees do not hinder maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rock rip-rap, planting of grass, erosion mat, compaction.
Inlet/ Outlet Pipe	Debris and Sediment	Sediment and/or debris clogging more than 10% of the pipe opening.	No clogging or blockage in the inlet and outlet piping.
	Damaged	Rust is causing more than 50% deterioration to any part of metal pipes, cracks in plastic pipe or cracks or exposed rebar in concrete pipes.	Pipe repaired or replaced.
		Any dent that decreases the cross section area of pipe by more than 10% or retards the flowage of water.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet pipes; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
	Damaged or Missing Orifice Plate	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
Orifice Plate Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.	
Trash Racks/Hoods	Trash and Debris	Trash or debris that is plugging more than 20% of the openings in the barrier.	Barrier clear to receive capacity flow.
	Damaged/ Missing Bars or Hood.	Bars or hood are bent out of shape more than 3 inches.	Bars in place with no bends more than 3/4 inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Repair or replace barrier to design standards.
Pool Area	Sediment Accumulation in Pond Bottom	Sediment accumulations in pond bottom that exceeds the design sediment depth.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
	Water Level	Water level does not drain down to normal designed pool elevation.	Check outlet structure and downstream conveyance system for obstructions.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Remove oil from water by use of oil-absorbent pads or by vacator truck. Refer problem to locate source and correct.
Emergency Overflow/Spillway and Dikes	Settlements	Any part of these components that has settled 4-inches lower than the design elevation, or inspector determines dike/ berm is unsound.	Dike should be built back to the design elevation and repaired to specifications.
	Rock Missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top emergency spillway.	Replace rocks to design standards.

COMMON COUNCIL REPORT

Item: Development Agreement for ICAP Drexel

Recommendation: That the Common Council adopts Resolution No. 11941-051518, approving the ICAP Drexel development agreement for the design and installation of public improvements at 410 and 500 W. Drexel Avenue (Tax Key No. 782-903-000 & 782-9014-000) (Project No. 18054) (1st Aldermanic District).

Fiscal Impact: The Developer pays all installation costs the City will pay for future maintenance.

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: This development agreement is for the installation of median improvements along S. 6th Street and sidewalk along W. Drexel Avenue adjacent to the property at 410 and 500 W. Drexel Avenue. The developer, ICAP Development is proposing to construct an ALDI grocery store and a multi-tenant building on the property. The developer has worked with the Utility and Engineering Departments for the required improvements. This agreement will provide the City with the authority to direct and control the design and construction of the required public improvement to ensure they meet City codes and specifications.

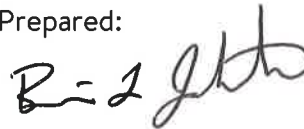
Options/Alternatives: If the development agreement is not approved the public improvements can't be constructed under inspections as required.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:

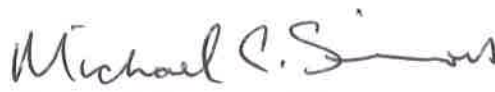


Brian L. Johnston, PE
Assistant City Engineer

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Michael C. Simmons, PE
City Engineer

Attachments: Resolution 11941-051518, Development Agreement

RESOLUTION NO. 11941-051518

BY: _____

**RESOLUTION APPROVING THE
ICAP DEVELOPMENT
DEVELOPMENT AGREEMENT**

TAX KEY NOS. 782-903-000 & 782-9014-000

(1ST ALDERMANIC DISTRICT)

BE IT RESOLVED that Chapter 14 of the Municipal Code requires that a development agreement be entered into first, prior to the required public improvements being installed.

BE IT FURTHER RESOLVED that the Development Agreement attached hereto and incorporated herein by reference, by and between I-Kenosha LLC (fka: I-Drexel LLC) c/o ICAP Development, as party of the first part, and the CITY OF OAK CREEK, as party of the second party, be and the same is hereby approved.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of May, 2018.

President, Common Council

Approved this 15th day of May, 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes: _____ Noes: _____

Document Number	ICAP Development Development Agreement Document Title
-----------------	---

Recording Area

Douglas W. Seymour, Director
 Dept. of Community Development
 8040 S 6th Street
 Oak Creek, WI 53154
 Name and Return Address

782-9003-000 & 782-9014-000
 Parcel Identification Number (PIN)

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between I-Kenosha LLC (fka: I-Drexel LLC) c/o ICAP Development, 833 E Michigan St, Suite 540, Milwaukee, WI 53202, hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City";

WHEREAS, the Developer proposes to develop the following described lands situated in the City of Oak Creek, County of Milwaukee and State of Wisconsin, to-wit:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the southwest corner of the Southeast 1/4 of said Section 8; Thence South 89°07'01" East along the south line of said Southeast 1/4, 921.12 feet; Thence North 00°16'31" East, 65.00 feet to the north right of way line of West Drexel Avenue and the southwest corner of Lot 1 of Certified Survey Map No. 743 and the Point of Beginning; Thence North 89°07'01" West along said north right of way line, 400.43 feet to the east right of way line of South 6th Street; Thence North 00°52'59" East along said east right of way line, 210.00 feet to a point of curvature; Thence northerly 100.29 feet along the arc of said curve to the left, and said east right of way line, whose radius is 755.00 feet and whose chord bears North 02°55'21" West, 100.22 feet to the south

line of Parcel 2 of Certified Survey Map No. 380; Thence South 89°07'01" East along said south line, 203.78 feet to the east line of said Parcel 2; Thence North 00°16'31" East along said east line, 166.68 feet to the south line of Parcel A of Certified Survey Map No. 734; Thence South 89°06'06" East along said south line 200.01 feet to the west line of Lot 1 of Certified Survey Map No. 743; Thence South 00°16'31" West along said west line 476.65 feet to the Point of Beginning.

WHEREAS, the Developer has submitted a development plan for their property on Tax Key Nos. 782-9003-000 & 782-9014-000, encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City for the purpose of constructing a grocery store and multi-tenant retail building at 410 and 500 W Drexel Avenue, and

WHEREAS, the proposed site development for the building was conditionally approved by the Plan Commission of the City as required by law, subject, however, to the Developer entering into an agreement with the City relative to certain undertakings and/or actions to be performed by the Developer prior to approval by the City, and

WHEREAS, S.236.13(2)(a), Wis. Stats., and Chapter 14 of the Municipal Code of the City, provide that as a condition of approval, the Common Council of the City of Oak Creek may require that the Developer make and install any public improvements reasonably necessary, and

WHEREAS, the City's Capital Improvement plan and budget does not now include funds necessary to install improvements for this development, and

WHEREAS, the City believes that the orderly, planned development of the said lands will best promote the health, safety and general welfare of the community, and hence is willing to approve the proposed development providing that the Developer agrees to undertake and assume certain obligations and conditions and/or performed as hereinafter described, and

NOW, THEREFORE, in consideration of the payment of \$1.00, and in consideration of the mutual covenants listed below, the parties agree:

1. The proposed development is served and will benefit by the existing sanitary sewer and water main as installed along W. Drexel Avenue and S. 6th Street.
2. Project Construction –Before construction of improvements commences, including building construction, the Developer must receive the City Engineer's written approval of all grading and drainage, erosion control, MMSD approval, and Milwaukee County approval.
3. Deferred Special Assessments/Waiver - No deferred special assessments payments are required for this development.
 - A. The Developer shall sign the Waiver of Special Assessment Notice and Hearing attached as Exhibit B.

4. Bike Path and Impact Fees – No bike path fees are required for this commercial development. The impact fees established for commercial development shall apply to this plat. The Developer agrees to pay appropriate commercial impact fees at the time a building permit is issued.
5. Time Period to Install Improvements - The Developer, entirely at his expense from the notice to proceed, shall complete the Public Improvements as described in Exhibit A.
 - A. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate all Public Improvements to the City. Dedication of Public Improvements can only occur at two times in the course of this agreement: 1) final development approval; 2) closeout of the agreement.
 - B. In the event the Developer does not complete the installation of improvements, the City shall have the authority to complete same and take title of the improvements. The City shall, without notice of hearing, impose a special assessment for the amount of said completion costs, upon each and every building site (or tax key parcel) in the development, payable with the next succeeding tax roll.
 - C. In accordance with Section 3.06 of the Oak Creek Municipal Code and under Sections 66.0703 and 66.0701 of the Wisconsin Statutes and other statutory provisions, the City may exercise its power to levy special assessments for the required improvements that shall benefit the development.
6. Items Prior to Construction - Prior to the commencement of construction of required improvements, the City Engineer shall ensure that the following requirements are met:
 - A. approval of plans required in Exhibit A.
 - B. Developer has issued a notice to proceed to his contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
 - D. All pertinent approvals have been attained from the Milwaukee Metropolitan Sewerage District, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Transportation, Milwaukee County, or other required jurisdictional agencies.
 - E. arrangements made for the City to inspect the proposed construction.
7. Final Development Approval– Only upon final certification by the City Engineer that all of the required Public Improvements and requirements as outlined in this agreement are constructed, inspected and found to be in compliance with City requirements and proof of the public infrastructure costs associated with Public Improvements have been filed with

the City Accountant, shall final building occupancy be issued.

8. Reimbursement of Costs - The Developer shall reimburse the City for all outstanding fees, expenses, costs, and disbursements which were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the development's improvements covered by this agreement. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials.
9. Workmanship Guarantee - Developer shall guarantee the Public Improvements described in Exhibit A, against defects due to faulty materials or workmanship, for a period of one year from the date of dedication; at final development approval. Developer's maintenance obligations regarding the existing W. Drexel Avenue and S. 6th Street shall begin upon the start of construction and shall end upon the completion of construction. Responsibility and obligations for the section of W. Drexel Avenue and S. 6th Street adjacent to the lands described herein, shall be assigned as follows:
 - A. Pavement maintenance, including any repairs of damage caused by Developer's construction activity and street sweeping, shall be the Developer's responsibility. Snow plowing will be the City's responsibility.
 - B. If street repairs and/or street sweeping are not satisfactorily performed by the Developer, the City shall perform such with its own forces and charge the Developer accordingly for actual manpower, equipment and materials, plus 25% administration and overhead.
10. Hold Harmless - The Developer shall indemnify and save harmless the City, its officers, agents and employees, from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever is owed, which may in any manner result from the negligent construction or maintenance of improvements by the Developer pursuant to the terms of this agreement, the violation of any law or ordinance, the infringement of any patent, trademark, tradename or copyright, and the use of road improvements prior to their formal dedication to the City as provided in Paragraph 4 thereof.
11. Financial Guarantees
 - A. Letters of Credit/Bonds – No letter of credit or bond is required for this agreement.
 - B. Security Deposit - No security deposit is required for this agreement.
 - C. Billing

The City shall bill the Developer quarterly as costs are incurred by the City. In the event the Developer fails to make payment to the City within 30 days of billing,

interest shall accrue on the unpaid balance at the rate of 15% per annum. If unsuccessful, the City shall, without notice of hearing, impose a special assessment for the amount of said costs upon each tax key parcel in the development, payable with the next succeeding tax roll.

12. Inspection - The City, or its agents, shall provide full-time inspection of all Public Improvements enumerated in Exhibit A, at the Developer's cost.
13. Deed Restrictions – No deed restrictions are required for this agreement.
14. Easements – No easements are required for this agreement.
15. Changes to Plans and Specifications - The City Engineer may make reasonable changes to the approved plans and specifications for any of the Public Improvements covered under this agreement which are necessary to correct oversights, omissions, and errors, to compensate for changing site conditions, or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work as changed entirely at his expense without any claim for reimbursement.
16. Miscellaneous
 - A. All construction required by this agreement shall be carried out and performed in a sequence agreed upon by the City Engineer.
 - B. Developer shall properly locate and install all survey or other monuments required by State statute or City ordinance.
 - C. Recording of this agreement shall be accepted by the City as adequate provision for improvements specified in Chapter 14 of the Municipal Code.
 - D. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
 - E. This agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
 - F. The obligations of the Developer shall terminate upon passage of a resolution by the Common Council of the City of Oak Creek releasing the Developer from the terms of this agreement.
 - G. Developer shall provide specifications in an electronic Adobe pdf file.
 - H. Developer shall provide all construction plans in an electronic Adobe pdf file.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their several seals the day and year first above written, the name and corporate seal of each corporate body being hereto affixed and the instrument duly signed by its duly authorized representatives.

In presence of:

I-Kenosha LLC
(fka: I-Drexel LLC)

Valerie Ann Hopper

Brian Adamson, Manager

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 10th day of May, 2018, the above-named, Brian Adamson to me known to be the person who executed the foregoing instrument and to me known to be such Manager acknowledged that he executed the foregoing instrument as such Manager.

Valerie Ann Hopper
Notary Public

Milwaukee County, Wisconsin

My commission expires July 24, 2021



CITY OF OAK CREEK

Daniel J. Bukiewicz, Mayor

Countersigned:

Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2018, DANIAL J. BUKIEWICZ, Mayor and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by its Common Council on the ____ day of _____, 2018.

Melissa L. Karls, Notary Public
Milwaukee County, Wisconsin
My commission is permanent.

This instrument was drafted by Brian L. Johnston of the City of Oak Creek Engineering Department.

Approved as to form:

Melissa L. Karls, City Attorney

EXHIBIT A
CITY OF OAK CREEK
CITY ENGINEER'S REPORT
ICAP DEVELOPMENT

I. INTRODUCTION

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the City of Oak Creek Engineering Design Manual, adopted by the Common Council on March 16, 2004, and all future amendments thereof.

The Developer is responsible for required improvements, plans, and conditions for the installation of median improvements along S. 6th Street and a 6' wide sidewalk along W. Drexel Avenue adjacent to the subject property ("Public Improvements");

II. DEVELOPMENT GRADING AND DRAINAGE

A. Required Improvements

Design, install, and provide grading of land as necessary to establish a building pad for future building, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.

B. Plans and Specifications

1. A grading and drainage plan shall be prepared showing 2' contours for both existing and proposed condition, and proposed finished yard grades.
2. System plan showing all tributary areas to the proposed subdivision drainage and downstream analysis. Included on the system plan shall be all proposed and existing drainage structures.
3. Building grade plan showing only minimum setback and offset dimensions and proposed building grades.
4. Storm water management plan that meets current City ponding ordinance requirements along with the MMSD Chapter 13 storm water requirements.
5. As-built grading plan certifying that all grading was performed in accordance with the approved grading and drainage plan. All grades shall be with $\pm 3'$ of proposed grade. Certification shall be performed after

topsoil installation. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer.

- C. Prior to the installation of any Public Improvements, the Developer shall perform rough grading, including planned parking areas, building pads, and drainage swales.
- D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching to prevent erosion.
- E. The Developer, at his expense, shall provide detailed soil analysis and compaction results by a competent soils engineer for all areas requiring fill. The results shall be submitted to the City Engineer as soon as they are available.
- F. The Developer is responsible for restoring all damage to finish grades and vegetative cover caused, but not restored by, utility companies.
- G. If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace with approved engineered fill.
- H. After site grading is completed, the Developer shall place 3" of topsoil on all exposed soil and seed, fertilize and mulch.

III. STORM DRAINAGE SYSTEM

- A. Required Improvements - No public storm sewer is required for this agreement.

IV. EROSION AND RUN-OFF CONTROL

- A. Required Improvements

Installation and construction of Best Management Practices in the proposed development that shall conform with the most current edition of the Department of Natural Resources Technical Standards.

- B. Plans and Specifications

Control plan for land-disturbing activities showing existing contours at least 200' into adjacent parcels. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

- C. The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be obtained, which requires the Developer to construct and maintain such

measures in conformance with the City's erosion control ordinance.

- D. Both during and after construction, the surface of exposed bare soils shall be protected by mulches and perennial grasses. This does not apply to the immediate building site area that is subject to men and equipment working in and around the perimeter of a new structure.

V. **SANITARY SEWER**

- A. Required Improvements - No public sanitary sewer is required for this agreement.

VI. **WATER**

- A. Required Improvements – No public water main is required for this agreement.

VII. **STREETS**

- A. Required Improvements – The public road system to be approved by the City Engineer. The pavement section shall be comprised of concrete as determined by the existing pavement profile and approval by the City Engineer.
- B. Plans and Specifications
 - a. Street plans, including plan and profile view, road cross-section and specifications.
 - b. Concrete pavement and curb and gutter to follow the latest edition of the WisDOT Standard Specifications for Highway and Structure construction Section 415 and 416.
- C. The road improvements shall be installed prior to approval of the building occupancy.
- D. Developer is required to construct a 6' wide concrete sidewalk along the frontage of the property on W. Drexel Avenue.

VIII. **MISCELLANEOUS**

DEVELOPER SHALL:

- A. The Developer is responsible to preserve existing trees, brush, or shrubs, not approved for removal in public right of way. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- B. The Developer shall repair all damage to City streets caused by construction operations.

- C. Developer shall arrange for installation of approved street signs, if required.
- D. The Developer shall submit a landscape plan for screen plantings, berms, and entrances. Installation of landscaping shall be in accordance with approved plan with allowance made for street trees, if required.
- E. Developer shall acquire all required underground utility easements.
- F. All public utility easements must be shown on the development plans. If required easements are omitted, or errors are detected on the plan, the Developer shall make all necessary modifications to the plan at his expense.
- G. Developer shall design and install all required 6' wide sidewalk along W. Drexel Avenue.

IX. SPECIFICATIONS

The improvements shall be constructed in accordance with the following specifications.

- A. City of Oak Creek Engineering Design Manual, most recent edition.
- B. Applicable Specifications and Regulations of the Milwaukee Metropolitan Sewerage District.
- C. Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.
- D. The Wisconsin Department of Natural Resources Technical Standards.
- E. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, latest edition.

X. SPECIAL PROVISIONS

The development process shall strictly conform to the conditions set forth in the development agreement. Request for final development approval is subject to the City Engineer's certification that all public improvements required to be installed are satisfactorily completed and project construction costs have been reported to the City Accountant. Security deposit will only be allowed for the public improvement maintenance fund and landscaping. Apart from the above, the City will not accept escrows in lieu of completion of the improvement prior to final development approval.

Approved by:

Michael C. Simmons, P.E.
City Engineer

Date

EXHIBIT B

**WAIVER OF SPECIAL ASSESSMENT
NOTICES AND HEARINGS**

City of Oak Creek
8040 S 6th Street
Oak Creek, WI 53154

We, the undersigned being owners of the property that shall benefit by the following proposed public improvements:

Median improvements on S. 6th Street and sidewalk on W. Drexel Avenue adjacent to the subject property

all made in the City of Oak Creek, Milwaukee County, Wisconsin, in consideration of the construction of said improvements by the City of Oak Creek, Wisconsin, hereby admit that such public improvement will benefit our property and consent to the levying of special assessments against our premises under Section 66.62 of the Wisconsin Statutes and Section 3.06 of the Municipal Code of the City of Oak Creek for the cost of such improvement.

In accordance with Section 3.06 (14) of the Municipal Code of the City of Oak Creek, we hereby waive all special assessment notices and hearings required by Section 66.62 of the Wisconsin Statutes and Section 3.06 (9) of the Municipal Code of the City of Oak Creek, and we further agree and admit that the benefit to our properties from the construction of such improvement.

Part of the Southeast 1/4 of the Southeast 1/4 of Section 5, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the southwest corner of the Southeast 1/4 of said Section 8; Thence South 89°07'01" East along the south line of said Southeast 1/4, 921.12 feet; Thence North 00°16'31" East, 65.00 feet to the north right of way line of West Drexel Avenue and the southwest corner of Lot 1 of Certified Survey Map No. 743 and the Point of Beginning; Thence North 89°07'01" West along said north right of way line, 400.43 feet to the east right of way line of South 6th Street; Thence North 00°52'59" East along said east right of way line, 210.00 feet to a point of curvature; Thence northerly 100.29 feet along the arc of said curve to the left, and said east right of way line, whose radius is 755.00 feet and whose chord bears North 02°55'21" West, 100.22 feet to the south line of Parcel 2 of Certified Survey Map No. 380; Thence South 89°07'01" East along said south line, 203.78 feet to the east line of said Parcel 2; Thence North 00°16'31" East along said east line, 166.68 feet to the south line of Parcel A of Certified Survey Map No. 734; Thence South 89°06'06" East along said south line 200.01 feet to the west line of Lot 1 of Certified Survey Map No. 743;

Thence South 00°16'31" West along said west line 476.65 feet to the Point of Beginning.

I-Kenosha LLC
(fka: I-Drexel LLC)



Brian Adamson, Manager

5/10/18

Date



COMMON COUNCIL REPORT

Item: Abendschein Park Master Plan Update Consultant Contract

Recommendation: That the Common Council considers a motion to enter into an agreement with Stantec for the amount of \$58,850 to complete an update to the City of Oak Creek Abendschein Park Master Plan.

Fiscal Impact: \$60,000 has been budgeted for this plan update in a capital improvements project using Strategic Plan Fund & Park Impact Fee Fund revenue.

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: In 2017, the Common Council approved the strategic plan that identified updating the master plan for Abendschein Park as a key initiative and authorized staff to release a Request for Proposals (RFP) for an update to the Abendschein Park Master Plan. The RFP was released on April 4, 2018, with a submission deadline of May 4, 2018. We received four (4) proposals by the deadline. The Parks, Recreation, & Forestry Commission unanimously chose Stantec as the recommended consultant for the project based on the following:

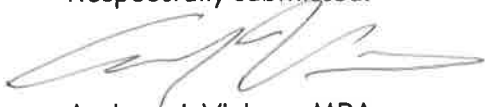
1. Stantec has provided an experience staff that includes skill sets including social media, prairie restoration, wetland delineation, and water play/recreation
2. In addition to the breadth of national and regional knowledge, Stantec has experience in Wisconsin and was the consultant used to design and construct the bridges in Abendschein Park.
3. As part of their proposal, Stantec's Project Approach and Scope, and Preliminary Understanding of the Park's provided a solid understanding of the park and a direct approach for the project including multiple approaches to gather public input on future development of the park.

The consultant's proposal is available for your review, and will be provided upon request. Selected sections of the proposal are included with this report for Council review.

It is anticipated that the project will begin shortly after the finalization of the contract, and would be completed in approximately four-five months.

Options/Alternatives: The Council could concur with the Park, Recreation, & Forestry Commission's recommendation, choose one of the other three candidates that submitted proposals, or direct that the RFP be relet.

Respectfully submitted:



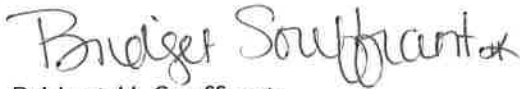
Andrew J. Vickers, MPA
City Administrator

Prepared:



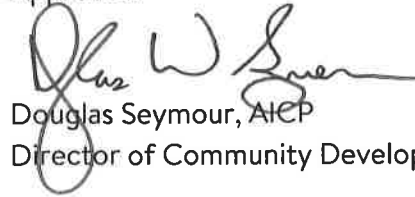
Peter Wagner, AICP
Zoning Administrator/Planner

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Douglas Seymour, AICP
Director of Community Development

Attachments:

Scope, Schedule and Fee (excerpt) from Stantec proposal

	Milestone Dates/ Durations	21 - May	28 - May	4 - June	11 - June	18 - June	25 - June	2 - July	9 - July	16 - July	23 - July	30 - July	6 - Aug.	13 - Aug.	20 - Aug.	27 - Aug.	3 - Sept.	10 - Sept.	17 - Sept.	24 - Sept.	
Consultant Selection	May 15, 2018																				
TASK 1: Background, Context, & Vision																					
Subtask 1.1: Scoping meeting with City Project Manager	May 22, 2018	①																			
Subtask 1.2: Compile & Synthesize Background Information	2 weeks																				
Subtask 1.3: Preliminary Opportunities & Constraints Analysis	2 weeks																				
Subtask 1.4: Consultation (2 meetings)																					
Scoping Meeting (see above)																					
Working Group Meeting #1				①																	
TASK 2: Detailed Analysis & Programming																					
Subtask 2.1: Detailed Opportunities & Constraints Analysis	2 weeks																				
Subtask 2.2: Programming & Spatial Analysis	3 weeks																				
Subtask 2.3: Consultation (5 meetings)																					
Working Group Meeting #2																					
Public Open House #1																					
Focus Group Meetings (3)																					
TASK 3: Draft Updated Master Plans																					
Subtask 3.1: Prepare Draft Master Plan Alternatives	3 weeks																				
Subtask 3.2: Prepare Draft Cost Estimates	1 week																				
Subtask 3.3: Prioritization Exercises	1 week																				
Subtask 3.4: Consultation (2 meetings)																					
Working Group Meeting #3																					
Public Open House #2																					
TASK 4: Refined Master Plan Alternative																					
Subtask 4.1: Prepare Refined Master Plan Alternative	3 weeks																				
Subtask 4.2: Prepare Refined Cost Estimate	1 week																				
Subtask 4.3: Prepare Preliminary Phasing Plan	1 week																				
Subtask 4.4: Consultation (4 meetings)																					
City Staff Meeting (Programs, Maintenance, Operations)																					
Working Group Meeting #4																					
Parks, Recreation, & Forestry Commission																					
Common Council																					
TASK 5: Final Master Plan																					
Subtask 5.1: Prepare Final Master Plan	3 weeks																				
Subtask 5.2: Prepare Final Master Plan Cost Estimates	1 week																				
Subtask 5.3: Prepare Final Phasing Plan	1 week																				
Subtask 5.4: Consultation (4 meetings)																					
Working Group Meeting #5																					
Plan Commission																					
Common Council																					
Final Meeting-Working Group or Open House	Sept. 26, 2018																				

Key:

Activity:

- Analysis
- Design
- Cost Estimates
- Plans

Meetings:

- ① City
- ① Working Group
- ② Open House
- ③ Focus Group
- ④ City Officials

Stantec Professional Services Fee Estimate

Name	McDonald	Krahn	Belair	Bach	Lennie	Feggestad	Nygaard	Totals
Role	PM	Principal	Visuals	Civil	Wetlands	Ecology	Outreach	
Rate	\$137	\$180	\$115	\$144	\$144	\$144	\$108	
TASK 1: Background, Context, and Vision								
Subtask 1.1: Scoping meeting with City Project Manager	4			3				
Subtask 1.2: Compile and Synthesize Background Information	8	2	8		1	1		
Subtask 1.3: Preliminary Opportunities and Constraints Analysis	4		12		1	1		
Subtask 1.4: Consultation (2 meetings)	4			4			4	
Task 1 Hours Subtotal	20	2	20	7	2	2	4	57
Task 1 Fee Subtotal	\$2,740	\$360	\$2,300	\$1,008	\$288	\$288	\$432	\$7,416
TASK 2: Detailed Analysis and Programming								
Subtask 2.1: Detailed Opportunities and Constraints Analysis	4	1	8	2	1	1		
Subtask 2.2: Programming and Spatial Analysis	24		16					
Subtask 2.3: Consultation (5 meetings)	14			2			12	
Task 2 Hours Subtotal	42	1	24	4	1	1	12	85
Task 2 Fee Subtotal	\$5,754	\$180	\$2,760	\$576	\$144	\$144	\$1,296	\$10,854
TASK 3: Draft Updated Master Plans								
Subtask 3.1: Prepare Draft Master Plan Alternatives	12	2	16	4	1	1		
Subtask 3.2: Prepare Draft Cost Estimates	4		4	2				
Subtask 3.3: Prioritization Exercises	6	2		6				
Subtask 3.4: Consultation (2 meetings)	6			4			12	
Task 3 Hours Subtotal	28	4	20	16	1	1	12	82
Task 3 Fee Subtotal	\$3,836	\$720	\$2,300	\$2,304	\$144	\$144	\$1,296	\$10,744
TASK 4: Refined Master Plan Alternative								
Subtask 4.1: Prepare Refined Master Plan Alternative	12		16	2	1	1		
Subtask 4.2: Prepare Refined Cost Estimate	4		4	2				
Subtask 4.3: Prepare Preliminary Phasing Plan	6	1		2				
Subtask 4.4: Consultation (4 meetings)	12						12	
Task 4 Hours Subtotal	34	1	20	6	1	1	12	75
Task 4 Fee Subtotal	\$4,658	\$180	\$2,300	\$864	\$144	\$144	\$1,296	\$9,586
TASK 5: Final Master Plan								
Subtask 5.1: Prepare Final Master Plan	16	2	24	2	1	1		
Subtask 5.2: Prepare Final Master Plan Cost Estimates	2		2	1				
Subtask 5.3: Prepare Final Phasing Plan	2			1				
Subtask 5.4: Consultation (4 meetings)	12			4			8	
Task 5 Hours Subtotal	32	2	26	8	1	1	8	78
Task 5 Fee Subtotal	\$4,384	\$360	\$2,990	\$1,152	\$144	\$144	\$864	\$10,038
TOTAL HOURS	156	10	110	41	6	6	48	377
TOTAL SERVICES FEE	\$21,372	\$1,800	\$12,650	\$5,904	\$864	\$864	\$5,184	\$48,638
Reimbursible Expenses								
TKWA								\$8,000
Meeting Materials								\$1,750
Mileage								\$462
TOTAL FEE, INCLUDING REIMBURSABLES								\$58,850

COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 5/15/18 License Committee Report.

Fiscal Impact: License fees in the amount of \$4,280.00 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 5/15/18 council meeting. Tentative recommendations are as follows:

1. Grant an Operator's license to:
 - * Suzanne M. Thrall, 3014 Elm Ln., Racine (Pick 'n Save)
 - * Michael A. Pincikowski, 2120 Rupert Blvd., Racine (Oasis Mobil)
 - * Jessica L. Waubanascum, 3745 E. Garden Pl., Oak Creek (Ryan Road Mobil)
 - * Michele M. Neff, 3705 E. Underwood Ave., Cudahy (Meijer)
 - * Amanda L. Swisher, 722 Marquette Ave., South Milwaukee (Charcoal Grill)

2. Grant an Amusement Operator and Amusement Devices License(s) to:
 - * Brewer Amusement Company, LLC, 412 Sparta St., McMinnville, TN
 - * Gardner Sales, Inc., 1415 Johnson St., Janesville, WI
 - * Games Are Us, Inc., 4905 S. Woodlawn Pl., Greenfield, WI
 - * Red's Novelty Ltd., 1921 S. 74th St., West Allis, WI

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:

Bridget Souffrant

Bridget M. Souffrant

Finance Director/Comptroller

Attachments: None