



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

COMMON COUNCIL MEETING AGENDA

JUNE 5, 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: 5/15/18

Recognition

4. **Council Proclamation:** Consider Council Proclamation No. 18-10, to Robert M. Bosetti for dedicated service to the City of Oak Creek as a member of the Police & Fire 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.

5. **Special Assessment:** Consider the City's intention to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek to levy special assessments upon abutting property for benefits conferred upon such property on the east side of South 27th Street from West Southbranch Blvd. to approximately 970 feet south of West Southbranch Blvd. (6th District).
6. **Resolution:** Consider Resolution No. 11944-060518, a final resolution authorizing water main improvements, and levying special assessments against benefited properties on the east side of S. 27th Street from W. Southbranch Blvd to 975' south of W. Southbranch Blvd. (Project No. 18104)(6th District).
7. **Special Assessment:** Consider the City's intention to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek to levy special assessments upon abutting property for benefits conferred upon such property on both sides of East Forest Hill Avenue from approximately 2,900' west of South Pennsylvania Avenue to approximately 1,300' west of South Pennsylvania Ave. (1st and 3rd Districts).

8. **Resolution:** Consider Resolution No. 11945-060518, a final resolution authorizing water main improvements, and levying special assessments against benefited properties on both sides of E. Forest Hill Ave., from 1,250' west of S. Pennsylvania Ave. to 2,950' west of S. Pennsylvania Ave. (Project No. 18105) (1st and 3rd Districts).
9. **Conditional Use:** Consider a request submitted by Pedrag Maric, Maric Investments, Inc., for a Conditional Use Permit for a trans-shipment depot facility and truck engine repair on the property at 9880 S. Ridgeview Dr. (6th District).
10. **Ordinance:** Consider Ordinance No. 2901, approving a Conditional Use Permit for a trans-shipment depot facility and truck engine repair on the property at 9880 S. Ridgeview Dr. (6th District).

New Business

11. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending April 30, 2018.
12. **Motion:** Consider a motion to concur with the Mayor's appointment of Dennis Laskaskie to the Police & Fire Commission to complete a vacant 5 year term, expiring 4/2020 (by Committee of the Whole).
13. **Motion:** Consider a motion to approve the May 30, 2018 Vendor Summary Report in the combined total amount of \$516,750.44 (by Committee of the Whole).

INFORMATION TECHNOLOGY

14. **Motion:** Consider a motion to approve the Master Service Agreement between the City of Oak Creek and Vision for website redesign and hosting services (by Committee of the Whole).

ENGINEERING

15. **Resolution:** Consider Resolution No. 11946-060518, approving a 25 foot water main easement by and between HSI Drexel Ridge II, LLC and the City of Oak Creek (Tax Key No. 779-9012-000) (1st District).
16. **Resolution:** Consider Resolution No. 11947-060518, approving a Storm Water Management Practices Maintenance Agreement with I-Kenosha LLC, for their Sixth and Drexel development located at S. 6th St. and W. Drexel Ave. (Tax Key No. 782-9003 and 782-9014) (1st District).
17. **Resolution:** Consider Resolution No. 11948-060518, approving a Storm Water Management Practices Maintenance Agreement with East Rawson Avenue, LLC for their Rawson Avenue Business Center located at 140 E. Rawson Ave. (Tax Key No. 733-9991-001) (1st District).
18. **Resolution:** Consider Resolution No. 11950-060518, approving the Rawson Avenue Business Center Development Agreement for the design and installation of public improvements at 140 E. Rawson Ave. (Tax Key No. 733-9991-001) (Project No. 18053) (1st District).
19. **Resolution:** Consider Resolution No. 11949-060518, approving a Storm Water Management Practices Maintenance Agreement with Oakview Industrial Property III, LLC for their Oakview III development located at 10861 S. Howell Ave. (Tax Key No. 955-1001) (5th District).

20. **Motion:** Consider a *motion* to approve the issuance of a building permit for the construction of a residential building without the street improvement completed for the property at 928 E. Forest Hill Avenue (Tax Key No. 815-9011-000) (1st District).

LICENSE COMMITTEE

21. **Motion:** Consider a *motion* to grant the renewal business alcohol license requests as listed on the 6/1/18 License Committee Report (by Committee of the Whole).
22. **Motion:** Consider a *motion* to grant the various license requests as listed on the 6/5/18 License Committee Report (by Committee of the Whole).

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

COUNCIL PROCLAMATION NO. 18-10

TO

ROBERT M. BOSETTI

**FOR DEDICATED SERVICE TO
THE CITY OF OAK CREEK
AS A MEMBER OF THE
POLICE & FIRE COMMISSION**

WHEREAS, on May 3, 2006, Robert M. Bosetti was appointed to the Police & Fire Commission by Mayor Richard Bolender; and

WHEREAS, on July 17, 2014, Robert M. Bosetti was elected as Commission Secretary by the members of the Police & Fire Commission, and served in that capacity for three years; and

WHEREAS, Robert M. Bosetti has been instrumental in the appointment of two Police Chiefs, one Fire Chief, and countless Police Officers, Fire Fighters, Detectives, Lieutenants, Sergeants, Battalion Chiefs, Captains, and Assistant Chiefs; and

WHEREAS, Robert M. Bosetti, served as a liaison between the citizens of Oak Creek and the Police and Fire Departments, ensuring that these departments run smoothly, effectively and with the utmost integrity; and

WHEREAS, throughout his tenure as a member of the Police & Fire Commission, Robert M. Bosetti, has dutifully served the City of Oak Creek in a thorough, conscientious and professional manner; and

WHEREAS, on June 1, 2018, after twelve years and one month of service, Robert M. Bosetti retired from his position on the Police & Fire Commission.

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 Robert M. Bosetti, for his dedicated service to the City of Oak Creek as a member of the Police & Fire 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 Robert M. Bosetti.

Dated this 5th day of June, 2018.

ATTEST:

Mayor Daniel J. Bukiewicz

City Clerk Catherine Roeske

Ald. Steven Kurkowski, 1st District

Ald. Michael Toman, 4th District

Ald. Gregory Loreck, 2nd District

Ald. Kenneth Gehl, 5th District

Ald. Richard Duchniak, 3rd District

Ald. Christopher Guzikowski, 6th District

Publish 5/23/18

CITY OF OAK CREEK

**NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS
FOR WATER MAIN AND APPURTENANCES**

IN ACCORDANCE WITH RESOLUTION NO. 11936-050118

(PROJECT NO. 18104)

PLEASE TAKE NOTICE that the Common Council of the City of Oak Creek has declared its intention to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek to levy special assessments upon abutting property for benefits conferred upon such property in the following location:

PROJECT NO. 18104 WATER MAIN AND APPURTENANCES

All property fronting on:

The East side of South 27th Street

From: West Southbranch Blvd.

To: Approx. 970 feet south of West Southbranch Blvd.

The report of the Utility Engineer showing preliminary proposed plans, estimated cost of improvements and proposed assessments are on file in the office of the Utility Engineer and may be inspected there Monday through Friday between the hours of 7:30 a.m. and 4:00 p.m.

You are further notified that the Common Council will hear all persons interested or their agents or attorneys concerning matters contained in the proposed assessments on Tuesday, June 5, 2018 at 7 p.m. in the City Hall Council Chambers. All particulars presented will be finally determined.

By order of the Common Council.

Dated this 1st day of May 2018

/s/ Catherine A. Roeske

City Clerk

COMMON COUNCIL REPORT

Item: Special Assessments, South 27th Street Water Main Extension, Project No. 18104

Recommendation: That the Common Council adopt Resolution 11944-060518, a final resolution authorizing water main improvements, and levying special assessments against benefited properties on the east side of South 27th Street from West Southbranch Boulevard to 975' south of West Southbranch Boulevard. (Project 18104) (6th Aldermanic District).

Fiscal Impact: The Oak Creek Water and Sewer Utility will initially fund the entire cost of the project, and shall be reimbursed as special assessments are received. The estimated cost of the project is \$155,000.

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 project was initiated by the Oak Creek Water and Sewer Utility Commission (Commission) and will provide water service to adjacent property owners as well as improve water quality by connecting two dead ends currently in 27th Street. If approved, the installation should be complete by winter 2018.

Options/Alternatives:

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared



Ron J. Pritzlaff, PE
Utility Engineer

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

RESOLUTION NO. 11944-060518

BY: _____

**FINAL RESOLUTION AUTHORIZING WATER MAIN
AND APPURTENANCES IN S. 27th STREET
AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED
PROPERTIES AND APPROVING PRELIMINARY PLANS**

(PROJECT NO. 18104)

(6th ALDERMANIC DISTRICT)

WHEREAS, the Common Council of the City of Oak Creek, held a public hearing at the City Hall at 7:00 p.m. on June 5, 2018 for the purpose of hearing all interested persons concerning preliminary Resolution No. 11936-050118, the report of the Utility Engineer on the proposed improvements and construction of water main and appurtenances, and on benefits conferred upon properties in the following location:

PROJECT NO. 18104 WATER MAIN AND APPURTENANCES

All property fronting on:

The east side of South 27th Street

From: W. Southbranch Blvd.

To: 975' south of W. Southbranch Blvd

and has heard all persons desiring audience at such hearing and has considered the Engineer's Report.

WHEREAS, the City proposed to install said improvements and the owners abutting said improvements will benefit from the installation of same; and

WHEREAS, the Utility Engineer has prepared preliminary plans for said improvements; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek as follows:

1. That the aforementioned improvements be installed.
2. That the report of the Utility Engineer pertaining to construction of the above-described public improvements, is hereby adopted and approved.
3. That the above-described public improvements constitute an exercise of the City's Police power and benefit the properties being assessed.
4. That each abutting property owner shall be assessed for the improvements in the manner set forth in Section 3.200 of the Municipal Code of the City of Oak Creek and the assessment rate as set forth in Common Council Resolution No. 10751-041707.

5. That the Schedule of Assessments shown on the report is true and correct, has been determined on a reasonable basis, and is hereby confirmed.
6. A. That the assessments may be paid in cash or in 5/10 annual installments in accordance with Section 3.210 of the Municipal Code of the City of Oak Creek; if paid in installments, the same shall bear interest at the rate of 4% per annum on the unpaid balance.

B. For those properties which are vacant or have one residential dwelling unit, that are two and one-half (2½) acres or more in area, or have three hundred thirty (330) feet or more of assessed frontage, payment shall be made within twenty (20) years of the date of the levy in equal annual installments on the property tax bill with interest at the rate of 4% per annum on the unpaid balance.
7. That the said preliminary plans are hereby approved.
8. That the City Clerk is hereby authorized to advertise for bids for the above-mentioned improvements and that she shall advertise for such bids in the official newspapers.
9. That the City Clerk is hereby directed to publish this resolution as a Class I Notice in the assessment district.
10. That the City Clerk is further directed to mail a copy of this resolution and upon completion of the improvement, a statement of the final assessment against his property to every property owner whose name appears on the assessment roll whose post office address is known or can, with reasonable diligence, be ascertained.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of June, 2018.

Kenneth Gehl, Common Council President

Passed and adopted this 5th day of June, 2018.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

Publish 5/23/18

CITY OF OAK CREEK

**NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS
FOR WATER MAIN AND APPURTENANCES**

IN ACCORDANCE WITH RESOLUTION NO. 11937-050118

(PROJECT NO. 18105)

PLEASE TAKE NOTICE that the Common Council of the City of Oak Creek has declared its intention to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek to levy special assessments upon abutting property for benefits conferred upon such property in the following location:

PROJECT NO. 18105 WATER MAIN AND APPURTENANCES

All property fronting on:

Both sides of East Forest Hill Avenue

From: Approx. 2,900 feet west of South Pennsylvania Avenue

To: Approx. 1,300 feet west of South Pennsylvania Avenue

The report of the Utility Engineer showing preliminary proposed plans, estimated cost of improvements and proposed assessments are on file in the office of the Utility Engineer and may be inspected there Monday through Friday between the hours of 7:30 a.m. and 4:00 p.m.

You are further notified that the Common Council will hear all persons interested or their agents or attorneys concerning matters contained in the proposed assessments on Tuesday, June 5, 2018 at 7 p.m. in the City Hall Council Chambers. All particulars presented will be finally determined.

By order of the Common Council.

Dated this 1st day of May 2018

/s/ Catherine A. Roeske
City Clerk

COMMON COUNCIL REPORT

Item: Special Assessments, East Forest Hill Water Main Extension, Project No. 18105

Recommendation: That the Common Council adopt Resolution 11945-060518, a final resolution authorizing water main improvements, and levying special assessments against benefited properties on both sides of E. Forest Hill Ave. from 1,250' west of S. Pennsylvania Ave. to 2,950' west of S. Pennsylvania Avenue. (Project 18105) (1st and 3rd Aldermanic District).

Fiscal Impact: The Oak Creek Water and Sewer Utility will initially fund the entire cost of the project, and shall be reimbursed as special assessments are received. The estimated cost of the project is \$390,000.

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 project was initiated by the Oak Creek Water and Sewer Utility Commission (Commission) and will provide water service to adjacent property owners as well as increase fire flows to an area whose water pressure/flow is one of the lowest in the City of Oak Creek. If approved, the installation should be complete by winter 2018.

Options/Alternatives:

Respectfully submitted:

Prepared:



Andrew J. Vickers, MPA
City Administrator



Ron J. Fritzlaff, PE
Utility Engineer

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 11945-060518 - Final Special Assessment Resolution

RESOLUTION NO. 11945-060518

BY: _____

**FINAL RESOLUTION AUTHORIZING WATER MAIN
AND APPURTENANCES IN E. FOREST HILL AVE.
AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED
PROPERTIES AND APPROVING PRELIMINARY PLANS**

(PROJECT NO. 18105)

(1ST AND 3RD ALDERMANIC DISTRICTS)

WHEREAS, the Common Council of the City of Oak Creek, held a public hearing at the City Hall at 7:00 p.m. on June 5, 2018 for the purpose of hearing all interested persons concerning preliminary Resolution No. 11937-050118, the report of the Utility Engineer on the proposed improvements and construction of water main and appurtenances, and on benefits conferred upon properties in the following location:

PROJECT NO. 18105 WATER MAIN AND APPURTENANCES

All property fronting on:

Both sides of E. Forest Hill Ave.

From: Approx. 1,250' west of S. Pennsylvania Ave.

To: Approx. 2,950' west of S. Pennsylvania Ave.

and has heard all persons desiring audience at such hearing and has considered the Engineer's Report.

WHEREAS, the City proposed to install said improvements and the owners abutting said improvements will benefit from the installation of same; and

WHEREAS, the Utility Engineer has prepared preliminary plans for said improvements; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek as follows:

1. That the aforementioned improvements be installed.
2. That the report of the Utility Engineer pertaining to construction of the above-described public improvements, is hereby adopted and approved.
3. That the above-described public improvements constitute an exercise of the City's Police power and benefit the properties being assessed.
4. That each abutting property owner shall be assessed for the improvements in the manner set forth in Section 3.200 of the Municipal Code of the City of Oak Creek and the assessment rate as set forth in Common Council Resolution No. 10751-041707.

5. That the Schedule of Assessments shown on the report is true and correct, has been determined on a reasonable basis, and is hereby confirmed.
6. A. That the assessments may be paid in cash or in 5/10 annual installments in accordance with Section 3.210 of the Municipal Code of the City of Oak Creek; if paid in installments, the same shall bear interest at the rate of 4% per annum on the unpaid balance.

B. For those properties which are vacant or have one residential dwelling unit, that are two and one-half (2½) acres or more in area, or have three hundred thirty (330) feet or more of assessed frontage, payment shall be made within twenty (20) years of the date of the levy in equal annual installments on the property tax bill with interest at the rate of 4% per annum on the unpaid balance.
7. That the said preliminary plans are hereby approved.
8. That the City Clerk is hereby authorized to advertise for bids for the above-mentioned improvements and that she shall advertise for such bids in the official newspapers.
9. That the City Clerk is hereby directed to publish this resolution as a Class I Notice in the assessment district.
10. That the City Clerk is further directed to mail a copy of this resolution and upon completion of the improvement, a statement of the final assessment against his property to every property owner whose name appears on the assessment roll whose post office address is known or can, with reasonable diligence, be ascertained.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of June, 2018.

Kenneth Gehl, Common Council President

Passed and adopted this 5th day of June, 2018.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

TO BE PUBLISHED MAY 2 & 9, 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 Pedrag Maric, Maric Investments, Inc., for a Conditional Use Permit for a trans-shipment depot facility and truck engine repair on the property at 9880 S. Ridgeview Dr.

Hearing Date: June 5, 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: Pedrag Maric, Maric Investments, Inc.
Property Owner: INCO HOLDINGS, LLC
Property Location(s): 9880 S. Ridgeview Dr.
Tax Key(s): 903-0012-000

Legal Description:

SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 8 BLK. 5.

The Common Council has scheduled other public hearings for June 5, 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 25, 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 - Pedrag Maric, Maric Investments, Inc. - 9880 S. Ridgeview Dr.

Recommendation: That the Council adopts Ordinance 2901, an ordinance to approve a Conditional Use Permit for a trans-shipment depot facility and truck engine repair on the property at 9880 S. Ridgeview Dr.

Fiscal Impact: Approval will allow for the occupancy of an existing, vacant industrial building in Southbranch Industrial Park. No direct fiscal impacts, other than permit fees, are anticipated unless and until expansion of the building is proposed. This property is located in TID 7.

- 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 recommendation of Conditional Use approval for a trans-shipment depot facility and truck engine repair on the property at 9880 S. Ridgeview Dr. Freight yards, freight terminals, trans-shipment depots, and automobile and truck engine and body repair are Conditional Uses in the M-1, Manufacturing district. This property is currently developed with an industrial building with loading dock and parking lot in the Southbranch Industrial Park.

Per the submitted narrative, the existing building will be used for offices and a light duty repair shop for the company's trucks. Minor updates to the exterior of the building may require future Plan Commission review. A total of twelve (12) employees – safety, accounting, dispatchers, and drivers – will be onsite during business hours, proposed to be between 8:00 AM and 5:00 PM. Parking would be reconfigured for 25 regular stalls and 4 semi-truck stalls north of the building. This will require the removal of a small amount of green space; however, more than the minimum required 30% open/green space will be retained.

No outdoor storage of materials, other than the proposed semi-truck parking and a trash enclosure, is proposed or allowed. Truck engine repair will be limited to work on the business' trucks (no contracted or advertised truck repair).

The Plan Commission reviewed the proposed Conditional Use Permit request at their meeting on April 10, 2018, and has recommended approval subject to the attached Conditions and Restrictions (reviewed and recommended for approval at the April 24, 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 2901

Location Map

Hearing Notice

Narrative

Current Plan

Future Property Plan

Plan Commission minutes

Conditions and Restrictions

ORDINANCE NO. 2901

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR A
TRANS-SHIPMENT DEPOT FACILITY AND TRUCK ENGINE REPAIR ON THE
PROPERTY AT 9880 S. RIDGEVIEW DR.

(6th Aldermanic District)

WHEREAS, PEDRAG MARIC, MARIC INVESTMENTS, INC., has applied for a Conditional Use Permit that would allow a trans-shipment depot facility and truck engine repair on the property at 9880 S. Ridgeview Dr.; and

WHEREAS, the properties are more precisely described as follows:

SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 8
BLK. 5.

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 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 a trans-shipment depot facility and truck engine repair on the property at 9880 S. Ridgeview Dr., 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 a trans-shipment depot facility and truck engine repair.

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

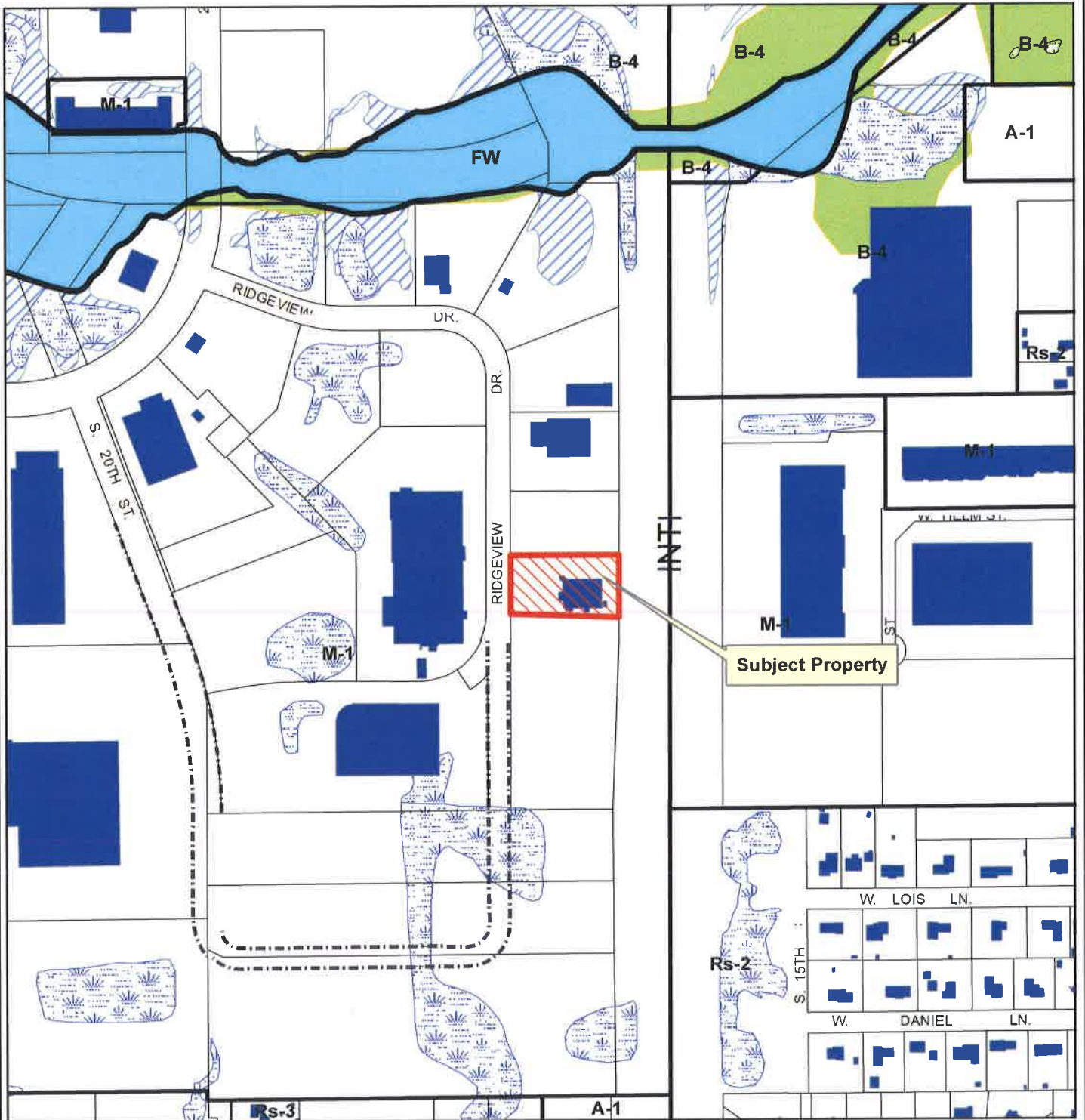
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

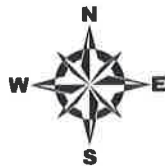
Location Map

9880 S. Ridgeview Dr.














Subject Property

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



Department of Community Development

Legend

- | | | | |
|--|------------------------|---|---------------------------|
|  | 9880 S. Ridgeview Dr. |  | Zoning Overlays |
|  | Official Map Roads |  | C-1-Shoreland Wetland |
|  | DNR Wetland Inventory |  | FF-Flood Fringe |
|  | Environmental Corridor |  | Lakefront Overlay |
| | |  | NO-Mixed Use Neighborhood |
| | |  | OO-Mixed Use Office |
| | |  | RR-Regional Retail |

TO BE PUBLISHED MAY 2 & 9, 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 Pedrag Maric, Maric Investments, Inc., for a Conditional Use Permit for a trans-shipment depot facility and truck engine repair on the property at 9880 S. Ridgeview Dr.

Hearing Date: June 5, 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: Pedrag Maric, Maric Investments, Inc.
Property Owner: INCO HOLDINGS, LLC
Property Location(s): 9880 S. Ridgeview Dr.
Tax Key(s): 903-0012-000

Legal Description:

SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 8 BLK. 5.

The Common Council has scheduled other public hearings for June 5, 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 25, 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.

My name is Predrag Maric.

I am the owner of Maric Transportation Inc.

We are currently renting space in Oak Creek, where our offices are located.

Our business hours are 0800 – 1700.

This is a family business and we have 12 employees. The employees are a safety person, an accounting person, 2 dispatchers, and 8 drivers.

I would like to buy this place where we can move the company to.

We have 8 brand new trucks and 8 brand new trailers. We are an over road company and our drivers travel all over USA.

My plan is that I want to update the space for offices to be more of a modern look and repair shop. I also want to update the siding. The offices will be used by the employees in the company and the repair shop would be a light duty shop for our trucks that we own.

The whole property is 1.32 acers. After the updates I would like to do the green space area will be 0.41 acers.

I would like to update and fix the parking area. I want to put concrete down and create 25 parking space for employees and visitors and 4 parking spaces for my semi-trucks. The 4 trucks spaces would be used only when the drivers stop by the office to drop off paperwork.

All 4 spaces would never be used at the same time. Most likely they will only be used very little of time. I would just like to have the parking space available to when my trucks and drivers come by the office they can stop there and drop off paper work stop by the office and get the trucks fixed or checked while here in the office. This would be the reason why we are asking for the 4 parking spaces to be allowed.

I am pleading with you to approve our request if possible and promise that these 4 spaces would not be used for any kind of outside storage but more for temporary space for trucks to stop by while stopping by the office for paperwork or light duty work at the shop.

Thank You


Predrag Maric

March 12, 2018

CITY OF OAK CREEK

MAR 13 2018

RECEIVED

9880 S Ridgeview DR. Oak Creek, WI 53154

Current Plan



9880S Ridgeview Dr. Oak Creek, WI 53154

Future Property Plan (with parking spaces and trucks)



**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 Siepert and Commissioner Chandler. Also present: Kari Papelbon, Planner; Pete Wagner, Zoning Administrator.

**CONDITIONAL USE PERMIT
MARIC INVESTMENTS, LLC
9880 S. RIDGEVIEW DR.
TAX KEY NO. 903-0012-000**

Planner Papelbon provided an overview of this conditional use permit request for a trans-shipment depot and truck engine repair facility. She mentioned that there was a correction to the staff report proposal section to strike "outdoor storage" as this is for a trans-shipment depot facility and truck engine repair.

Mayor Bukiewicz opened up the discussion to the Commissioners.

Alderman Guzikowski is glad to see that the applicant is making improvements to this site.

Commissioner Correll expressed that this is a viable use and he doesn't have a problem with it.

Commissioner Siepert stated it looks good.

A question was raised about the trucks on the property. Marija Mihic, 10226 Park Ridge Circle, Franklin, WI, explained that the trucks travel all over so they are never really all at the site at the same time. Most of the drivers are not from Wisconsin and when they do go home, they go home with their trucks. They will only be stopping by to drop off paperwork.

Alderman Guzikowski asked if the drivers would be staying in their cabs for extended periods of time. Ms. Mihic responded they would not be staying in their trucks overnight.

Commissioner Johnston asked how the repairs would be handled. Ms. Mihic responded that the repairs would be done inside the building, and would only be for minor repairs such as brakes and oil changes.

Mayor Bukiewicz expressed that this would be a great use for the property. Mayor Bukiewicz indicated that he would like the dumpster enclosed and encouraged Ms. Mihic to work with staff on suggested screening.

Commissioner Siepert moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit for a trans-shipment depot facility and truck engine repair on the property at 9880 S. Ridgeview Dr., after a public hearing and subject

to Conditions and Restrictions that will be prepared for the Commission's review at the next meeting (April 24, 2018). Commissioner Chandler seconded. 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

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, APRIL 24, 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.

**CONDITIONS & RESTRICTIONS
MARIC INVESTMENTS, LLC
9880 S. RIDGEVIEW DR.
TAX KEY NO. 903-0012-000**

Planner Papelbon provided an overview of the conditions and restrictions that are specific to this conditional use permit for the proposed trans-shipment depot facility and truck engine repair (see staff report for details).

Mayor Bukiewicz invited the applicant to the podium. Marija Mihic, 10226 Park Ridge Circle, Franklin, WI introduced herself as the spokesperson for the applicant.

Seeing as there were no questions from the Commissioners, Commissioner Siepert moved that the Plan Commission recommends that the Common Council adopts the conditions and restrictions as part of the Conditional Use Permit for a trans-shipment depot facility and truck engine repair on the property at 9880 S. Ridgeview Dr., after a public hearing. Commissioner Chandler seconded. On roll call: all voted aye. Motion carried.

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

ATTEST:



Douglas Seymour, Plan Commission Secretary

May 8, 2018

Date

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

Applicant: Pedrag Maric, Maric Investments, LLC.
Property Address(es): 9880 S. Ridgeview Dr.
Tax Key Number(s): 903-0012-000
Conditional Use: **Trans-shipment depot facility &
truck engine repair**

Approved by Plan Commission: 4-24-18
Approved by Common Council: TBD
(Ord. # 2901)

1. LEGAL DESCRIPTION

SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 8 BLK. 5.

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.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

A. One (1) trans-shipment depot facility & truck engine repair 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 is limited to four (4) semi-truck parking stalls directly related to the operation of the business as shown in Exhibit A. Outdoor storage of materials, other vehicles (e.g., boats, personal vehicles, and recreational vehicles), equipment, and supplies is prohibited.

C. Truck maintenance and engine repair shall be limited to those trucks owned by the business. Contracted or advertised vehicle maintenance and repair is prohibited. All maintenance and repair shall be performed within the building.

D. Hours of operation shall be between 7:00 AM and 6:00 PM.

E. Solid waste collection and recycling shall be the responsibility of the owner.

F. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended).

5. LIGHTING

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

6. SETBACKS*

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure**	40 ft	20 ft	20 ft
Parking	30 ft	0 ft	0 ft

*** This property is located within Southbranch Industrial Park.*

***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. REVOCACTION

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

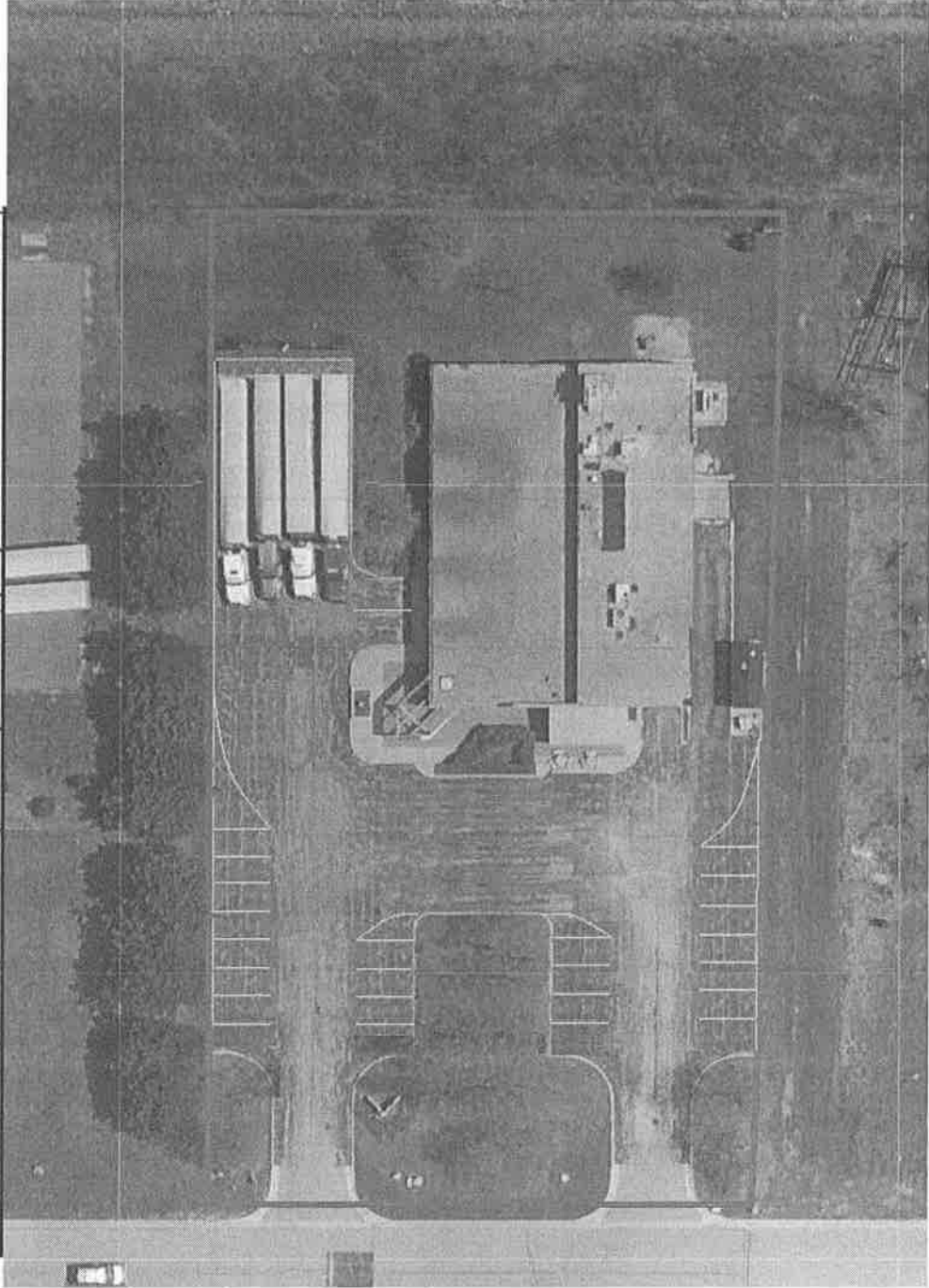
(please print name)

EXHIBIT A: PROPOSED SITE PLAN

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

9880S Ridgeview Dr. Oak Creek, WI 53154

Future Property Plan (with parking spaces and trucks)





COMMON COUNCIL REPORT

Informational: Treasurer Report on Investment and Banking for the City of Oak Creek accounts, ending April 30, 2018.

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

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

Background: The Treasurer Report on Investment and Banking displays the City's month end balances, to provide the Common Council and the public with the current condition of the City's treasury. Please note that some funds are allocated for specific purposes such as debt service, Tax Incremental Districts, capital improvement projects and distribution of tax collection to other taxing districts and are not available for general purpose spending. This monthly report, along with a comprehensive report, is reviewed at Finance Committee meetings to assist with investment decisions and financial strategies. Below is a brief summary:

Beginning Balance	Ending Balance	Interest Earned	Increase/Decrease
\$42,608,078.51	\$46,545,873.60	\$75,072.36	\$3,937,795.09
April Tax Collection: \$1,416,921.23 or 0.02% of total levied		City Share (approx.): \$426,000.00	

Respectfully submitted:

Prepared:

Andrew J. Vickers, MPA
City Administrator

Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Treasurer Report on Investment and Banking

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

Name of Account	Beginning Balance	Additions	Subtractions	Account Ending Balance	Actual Interest Earned	Interest Rate	Percentage of Total Invested
Tri City National Bank	7,666,047.91	17,726,557.87	(19,469,418.08)	5,923,187.70	7,869.27	1.67%	12.73%
General Fund	6,786,699.75	15,862,189.93	(17,537,884.13)	5,111,005.55			
Title 125	59,900.79	22,284.32	(36,812.60)	45,372.51			
Police Credit Card	49,967.49	23,931.60	(20,941.57)	52,957.52			
Parks & Rec Counter Credit Card	13,830.13	7,130.84	(3,903.03)	17,057.94			
Tax Payment Account #2	536,935.57	1,418,598.31	(1,501,677.08)	453,856.80			
Parks & Rec Online Credit Card	24,432.22	6,837.00	(4,222.51)	27,046.71			
Health Insurance	25,930.51	285,922.16	(296,929.07)	14,923.60			
Tax Payment Account	18,251.71	-	-	18,251.71			
EMS	150,099.74	99,663.71	(67,048.09)	182,715.36			
0	-	-	-	-			
DANA Investment Advisors	5,683,401.55	12,891.64	(12,714.00)	5,683,579.19	12,709.45	2.04%	12.21%
BMO Global Asset Management	4,846,052.30	9,353.29	(11,643.14)	4,843,762.45	9,353.29	1.86%	10.41%
American Deposit Management (ADM)	1,164,450.99	1,627.04	-	1,166,078.03	1,627.04	1.70%	2.51%
*ADM General Account Balance	-	-	-	-	-	-	-
Local Government Investment Pool (LGIP)	21,383,415.69	10,038,387.29	(4,359,385.50)	27,062,417.48	41,155.88	1.73%	58.14%
*LGIP General Account Balance	13,328,452.50	1,070,343.31	(4,000,000.00)	10,398,795.81	18,111.90		
**Ehlers Investment	1,864,710.07	10,527.29	(8,388.61)	1,866,848.75	2,357.43	1.5051%	4.01%
	1,864,710.07	10,527.29	(8,694.07)	1,866,543.29			
Total Balance	42,608,078.51	27,799,344.42	(23,861,549.33)	46,545,873.60	75,072.36		

**Ehlers balance is first shown gross of fees to balance to their monthly report; below that is shown net of fees for comparison purposes. Also, due to multiple CD's in the account, interest/dividends may not be earned monthly;

*General Account Balance shown separately and is also part of the total account listed above; although it is used for cash flow purposes, a portion may be allocated for specific uses and may not be available for general purpose spending;

Excludes Police Forfeiture Account;

Tri City Interest is an analyzed credited from previous month earnings;

Additions and subtractions on investment accounts may include market adjustments for realized and unrealized gains(losses) or change in accrued income, as well as interest, management fees, deposits, transfers, returned payments or withdrawals

Tax Collection Deposits

Tax Collection Deposits		Distribution to other Taxing Jurisdictions (Tax Settlement occurs in June)
Tax Payment Account #2		
City Deposit (Counter, Drop Box, Mail)	1,416,921.23	STATE
Gov Tech		COUNTY
Credit Card		MMSD
Total Tax Payment Account #2	<u>1,416,921.23</u>	SCHOOL
Tax Payment Account		MATC
Tri City Payments (At Bank, Lockbox)	-	UTILITY
		TOTAL DIST \$
Total Tax Collection Deposits	<u>1,416,921.23</u>	<u>0.02% of Total Tax Levy</u>
		TAX REFUNDS
		*CITY

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

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



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the May 30, 2018 Vendor Summary Report in the combined total of \$516,750.44.

Fiscal Impact: Total claims paid of \$516,750.44

- 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. \$95,654.31 to Advanced Disposal (pg #1) for April recycling and trash pickup.
2. \$13,493.50 to Applied Ecological Services, Inc. (pg #1) for floating island repairs and wetland maintenance fee.
3. \$64,634.70 to Benistar (pg #2) for April Medicare supplement insurance.
4. \$7,807.00 to Connect.the.dots, LLC (pg #4) for Drexel Ridge Apartment's final success fee.
5. \$8,957.00 to Eaton Corporation (pg #5) for storm sewer lift station at Water Plant on Drexel Ave.
6. \$6,577.00 to Godfrey & Kahn S.C. (pg #6) for legal services regarding TID 15 (ICAP) and TID 14 (6th & Rawson).
7. \$36,089.49 to Holz Motors, Inc (pg #7) for new Police Department squad vehicle and accessories.
8. \$12,350.99 to Kansas City Life Insurance Co (pgs #8-9) for June disability insurance.
9. \$16,675.00 to Oak Creek - Franklin Joint School District (pg #11) for Forest Ridge elementary school fence on Ikea Way.
10. \$40,317.00 to Pepper Construction Company (pg #11) for building bond refund.
11. \$7,386.62 to Securian Financial Group, Inc. (pgs #13-14) for June employee life insurance.
12. \$9,992.52 to Trex Services (pg #15) for boom repair on street vehicle #803.
13. \$23,670.00 to Tyler Technologies, Inc. (pg #15) for assessor services.
14. \$7,838.66 to Wausau (pg #16) for Street department plow parts.
15. \$53,382.50 to WE Energies (pgs #16-17) for street lighting, electricity & natural gas.

16. \$5,000.00 to WI Dept of Natural Resources (pg #17) for 2018 Storm water Municipal permit fee.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 5/30/18 Invoice GL Distribution Report



COMMON COUNCIL REPORT

Item: Website Redesign Vendor Master Service Agreement

Recommendation: That the Common Council approve the Master Service Agreement between the City of Oak Creek and Vision for website redesign and hosting services.

Fiscal Impact: The cost of the website redesign will be \$48,790 with maintenance and hosting fees included for the first year. The annual maintenance and hosting fees will cost \$11,000-\$14,000 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. Annual fees will be budgeted for as part of the annual budget.

- 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: Per the Council Meeting on May 15, 2018 Item number 13, staff negotiated the contract with Vision for website redesign services. During these negotiations the initial cost of the project was reduced from the approved \$53,790 to \$48,790. This project is part of the City's Strategic Action Plan "Safe, Welcoming, and Engaged Community" critical success factor.

Options/Alternatives:

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Kevin A. Koenig
Acting IT Manager

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Approved:

Attachments: Vision Master Services Agreement



master services agreement for City of Oak Creek, WI

This Master Services Agreement ("**Agreement**") is made and entered into effective as of the date of the last signature below (the "**Effective Date**") by and between Vision Technology Solutions, LLC dba VISION ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

1. Services. This Agreement (which includes and incorporates the Addendum(s) attached hereto, consisting of the Final Scope of Work and Cost, hereafter referred to as "Addendum A", and Contractor's acceptable use policy ("**AUP**") posted at www.visioninternet.com/about/legal) sets forth the entire terms and conditions by which Contractor will deliver and Client will receive any and all of the services provided by Contractor, including one or more of the following: website development, visionLive™ subscription services, and/or other extra work and services (collectively, the "**Services**"). This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor. Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) in exchange for payment of related fees specified in such Addendum(s), and compliance with the terms and conditions of this Agreement, and compliance with Contractor's AUP as such policy may change from time to time.

1.1. Website Development Services. Contractor agrees to provide website development services, as more particularly described in Addendum A, in exchange for payment of fees and compliance with the terms and conditions of this Agreement.

1.1.1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 11, Microsoft Edge, and the latest released versions of Chrome, Firefox, and Safari at the time of Completion. Website backend will be compatible with Internet Explorer 11, Microsoft Edge and the latest released version of Chrome and Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released version at the time of Completion of iOS Safari, Android Browser, Google Chrome, and Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

1.1.2. Contractor will design the website frontend navigation and graphic design to be generally compliant with WCAG 2.0 A. Client further understands and agrees that content, website backend, and third-party tools may not be compliant with Section 508 or WCAG 2.0.

1.2. visionLive™ Subscription Services. Contractor agrees to provide VCMS Licensing Services, Support Services, and Hosting Services (collectively "**Subscription Services**") to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. As used throughout this Agreement, "**VCMS**" shall mean Vision Content Management System™, also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool.

1.2.1. Subscription. Contractor will provide Client a subscription to access and use the VCMS.

VCMS Licensing Services include:

- (a) Functional enhancements to VCMS components.
- (b) New VCMS Interactive Components that may be released from time to time by Contractor.



- (c) Bug fixes to the VCMS code.
- (d) Updates to provide compatibility to future versions of Supported Web Browsers within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

VCMS Licensing Services do not include:

- (a) Optional Interactive Components.
- (b) Modules, Programs, or Software Applications.
- (c) Conversion to new platforms.
- (d) Modification of third-party products.
- (e) Compatibility with Client's third-party products.
- (f) Website design services.
- (g) New Products. Contractor may from time to time release new software with capabilities substantially different from or greater than the VCMS and which therefore do not constitute System Updates or New VCMS Interactive Components.
- (h) All other services not expressly provided for in this Agreement and its applicable Addendum(s).

1.2.2. Support Services. Support Services is defined as technical support, account management, and education and training for the VCMS; provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time, Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- (a) Shared Account Manager
- (b) Account Management^{1*}
 - o Account reviews (Health Checks)²
 - o Site analytics report³
 - o Graphics site audit⁴
 - o Site improvement credits
- (c) Education and Training
 - o Training and best practices webinars
 - o Access to On-Demand Training Library
 - o On-going new feature training (via remote meeting service)
 - o Monthly office hours (via remote meeting service)

Site improvement credits⁵ will be available beginning the second year of the Agreement and every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

¹ Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement.

² Included with each Advanced Subsite as applicable.

³ Included with each Advanced Subsite as applicable.

⁴ Included with each Advanced Subsite as applicable.

⁵ visionLive Standard subscribers have 10 site improvement credits, and visionLive Plus subscribers have 20 site improvement credits.



1.2.3. Hosting Services. Contractor will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. The shared server hosting service includes:

- (a) SOC-certified datacenter
- (b) Full hardware redundancy
- (c) Redundant generator backup
- (d) Daily data backups
- (e) Intrusion protection
- (f) 24/7 monitoring
- (g) 99.9% uptime
- (h) DDoS mitigation service
- (i) Website content storage⁶
- (j) Standard disaster recovery service with 90-minute failover

1.2.4. Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Agreement. Any changes, alterations or modification requested by the Client to its website and/or intranet may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("Extra Work"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum C-1, C-2, etc., as applicable, and such Addendum shall become part of this Agreement when executed by both parties. Such addendum will be billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third-party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.

3. Ownership; Limited Licensing of Intellectual Property.

3.1. Designs. Upon payment in full of the website development fees provided under Addendum A, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein.

⁶ For the main website, visionLive Standard subscribers have up to 50GB of storage, and visionLive Plus subscribers have up to 250GB of storage. Each Advanced subsite has up to 10GB of storage, regardless of visionLive edition. Each Basic subsite has up to 5GB of storage, regardless of visionLive edition.



Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.

3.2. Vision Content Management System™. Contractor also grants Client a limited, non-exclusive, and non-transferrable subscription to access and use one instance of the VCMS and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. The VCMS provided under this Agreement is not for sale, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.

3.3. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork, and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

4. Limited Warranty. Contractor warrants that website development and/or custom programming deliverables will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("**Completion**"). All VCMS programming code developed by Contractor is warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**"); provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. In the event of breach of the limited warranty in this Section, Client's sole remedy and Contractor's entire liability shall be limited to Contractor's correction of the Warranted Problem. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, misdeliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. Invoices. Contractor will submit itemized invoices to Client for the payments required by the applicable Service(s), and all invoices will be due and payable within 30 days. Payments not received by Contractor 30 days after the date of the invoice will be considered delinquent. Returned checks are subject to a charge of \$25.00. Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorneys' fees, and court costs.

5.1. Website Development

5.1.1. Price. Client agrees to pay and Contractor agrees to perform Website Development services for \$48,790.00.

5.1.2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:



- (a) An initial payment equal to 40% of the total cost;
- (b) A payment equal to 20% of the total cost upon Contractor's delivery of the draft homepage design concept(s) to the Client;
- (c) A payment equal to 20% of the total cost upon implementation of the main website into the VCMS on a Contractor-hosted development server; and
- (d) A payment equal to 20% of the total cost upon Completion; provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.

5.2. Non-Contractor Hosting. If Contractor is not providing hosting services then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

5.3. Subscription Fees. All Subscription Services provided for the Client during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$11,999.00 per year beginning the second year of this Agreement, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices are due and payable by Client within 30 days. Websites and/or Contractor-hosted intranets exceeding their storage allowance shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Advanced Subsite exceeding 10 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Basic Subsite exceeding 5 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.

6. Contractor's Mark. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Created by Vision" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

7. Indemnity.

7.1. Indemnification of Contractor. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.

7.2. Indemnification of Client. Contractor, its officers, members, employees, agents, and assigns, will hold harmless and indemnify Client, the City of Oak Creek, its officials, employees, agents, and assigns, from any and all injuries, damages, losses, expenses, claims, suits and actions, including attorneys' fees, and all costs of litigation and judgment arising from Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement. Contractor shall reimburse Client, the City of Oak Creek, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

7.3. Intellectual Property Indemnity. Contractor will defend, hold harmless and indemnify Client, the City of Oak Creek, its officials, employees, agents and assigns, against any third-party action, suit, or proceeding ("**Claims**") for infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("**Intellectual Property**") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products.

8. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the



laws of the United States of America, and the State of Wisconsin, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted consistent with the applicable statute of limitations and law for the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the State of Wisconsin, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the State of Wisconsin. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

10. Modification and Waiver.

10.1. Modification. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties.

10.2. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall be in writing and shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

10.3. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

11. Confidentiality. To the extent permitted by law, Contractor's Confidential Information shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client, and shall be used only in furtherance of the Services provided under this Agreement. As used in this Agreement, the term "**Confidential Information**" means (a) proprietary information of Contractor, (b) information marked or designated by Contractor as confidential, (c) information, whether or not in written form and whether or not designated as confidential, that is known to the Client as being treated by Contractor as confidential, or (d) information provided to Contractor by third parties that Contractor is obligated to keep confidential. Confidential Information includes, but is not limited to, all files, writings and documents, recordings, including without limitation all information contained therein, all extractions, notes, compilations and summaries prepared or derived therefrom, copyrights, trademarks, service marks, patents, trade secrets, programs, source code, object code, demos, demonstrations (whether in written, oral, graphic, encoded, encrypted, tangible, or intangible forms, in any media whatsoever) including without limitation demonstrations, know-how, techniques, designs, specifications, drawings, compilations, diagrams, models, samples, flow charts, computer programs, and codes.

12. Entire Agreement. The Agreement, including any Exhibits, Attachments and any Statements of Work constitutes the entire agreement of the Parties with respect to its subject matter, supersedes any and all prior or contemporaneous proposals, agreements and understandings of the Parties, whether written or oral.

13. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. In the event of conflict between an attachment and the terms and conditions of this Agreement, then the following hierarchy of interpretation shall govern:

- 13.1. Terms and conditions of this Agreement;
- 13.2. Final cost and scope of work under Addendum A;
- 13.3. Contractor's response to Client's request for RFP, RFQ or RFI;
- 13.4. Client's RFP, RFQ, or RFI.

14. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that any presumption relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects. Since the Parties or their agents have participated fully



in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

15. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.

16. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

18. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

19. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

21. Survival. The terms and conditions of Sections 4 (Limited Warranty), 9 (Governing Law & Venue), 11 (Confidentiality), 15 (Prevailing Party), 21 (Survival), 24 (No Hire), and 26.3 (Obligations upon Termination) shall survive any termination or expiration of this Agreement.

22. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

23. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

24. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance; provided, nothing contained herein shall prevent employment of any person who responds to a general media advertisement or non-directed search inquiry, or who makes an unsolicited contact for employment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an "**Affiliate**" of Contractor or in connection with an acquisition of Contractor, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Contractor with another



entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Contractor. "Affiliate" shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or the District of Columbia) controlling, controlled by, or under common control with Contractor.

26. Term. This Agreement will remain in effect for 5 years from the Effective Date ("Initial Term"). Thereafter, it will renew for successive 1-year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term.

26.1. Termination for Cause. This Agreement may also be terminated by the non-breaching party for cause in the event of a material breach of this Agreement or failure to substantially perform obligations; provided, however, that the non-breaching party has given notice to the defaulting party, which fails to cure the default within 30 days after such notice.

26.2. Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then Client, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the Client, except the Client shall pay to the Contractor a sum of money equal to the work completed.

26.3. Obligations upon Termination. Client shall permanently delete all copies of the VCMS upon termination of this Agreement. Client shall have thirty (30) days after termination of this Agreement to export Client content to its server or systems. At Client's request, Contractor will assist Client with exporting Client content to Client's server or system, which shall be treated as Extra Work.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

Client

Name: City of Oak Creek, Attn: IT Manager
Address: 8040 S. 6th St., Oak Creek, WI 53154
Phone: (414) 766-7047
Email: kkoenig@oakcreekwi.org
Fax: (414) 766-7976

Contractor

Name: Contract Manager
Address: 222 N. Sepúlveda Blvd., Suite 1500, El Segundo, CA 90245
Phone: (310) 656-3100
Email: contracts@visioninternet.com
Fax: (310) 656-3103

28. Insurance. Contractor shall maintain the following insurance policies during the Term of this Agreement:

28.1. Commercial General Liability Insurance. Contractor shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate.

28.2. Professional Liability Insurance. Contractor shall maintain in force for the duration of the contracted period Professional Liability (Errors & Omissions) Insurance and for a period of two years after final acceptance of the services with a limit of not less than \$1,500,000 per occurrence.

28.3. Cyber Liability Insurance. Contractor shall maintain in force for the duration of the contracted period Cyber Liability Insurance with a limit of not less than \$1,500,000 per occurrence.

28.4. Business Automobile Liability Insurance. Contractor shall maintain in force for the duration of the



contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 for bodily injury and property damage each accident for all owned, non-owned and hired automobiles.

28.5. Workers Compensation. Contractor shall maintain in force for the duration of the contracted period Workers Compensation Insurance at Client's statutory limits.

29. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the "Effective Date" below.

"Client"

"Contractor"

CITY OF OAK CREEK

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION INTERNET PROVIDERS

Signature: _____

Signature: _____

Name: Daniel J. Bukiewicz _____

Name: David M. Nachman

Title: Mayor _____

Title: General Manager

Date: _____

Date: _____

Attest:

Catherine A. Roeske, City Clerk

Countersigned:

I hereby certify that sufficient funds are in the Treasury to meet the expense hereof.

Bridget M. Souffrant
Finance Director/Comptroller

Examined and approved as to form this day of _____, 2018.



Melissa L. Karls, City Attorney

Addendums:

- A Final Scope of Work and Cost



FINAL SCOPE OF WORK & COST

<u>Website Development</u>		
<u>SERVICE</u>	<u>QTY</u>	<u>COST</u>
WEBSITE DEVELOPMENT PACKAGE The website development package includes: <ul style="list-style-type: none">• Project Management• Consultation• Programming/CMS Implementation• Mobile / Responsive Web Design Implementation• Extranet• Google Translate• Online Payment Integration• SMS Component• Vision Search• Yahoo Weather <ul style="list-style-type: none">• 200 Pages of Content Migration	1	\$24,000.00

<u>Graphic Design</u>		
<u>SERVICE</u>	<u>QTY</u>	<u>COST</u>
MOBILE HOMEPAGE ENHANCEMENT The Mobile Homepage Enhancement includes a customized mobile view for your website: <ul style="list-style-type: none">• Our design team will create a new background for the mobile homepage.• The mobile homepage will consist of an upper and lower section.• The upper section will include iOS-like icons in a 4x4 layout, providing one-click access to key content. These links can be modified later and users will have the ability to modify, add, and remove any buttons as well as manage the URLs of each individual icon.• The lower section will consist of six rectangular buttons that will be selected based on consultation with your staff.	1	\$4,500.00
ADVANCED UX ANALYSIS PACKAGE Includes an in-depth User Experience (UX) Analysis of your website:	1	\$3,000.00



- Advanced Site Analytics: Identify and analyze top pages for desktop and mobile, entrance and exit pages
- Online Community Surveys: Conduct and analyze the results of a stakeholder survey and a community survey
- Heatmap Analysis: Capture and analyze heat maps and eye tracking maps
- Recorded User Testing: Conduct remote video user testing for 5 users on 5 tasks
- Comprehensive Report: Deliver a report outlining key insights and recommendations for layout, navigation, content and design for the new website which will serve as a guide for the rest of the design and development process

<p>PREMIUM DESIGN PACKAGE</p> <p>The Premium Plus Design Package includes the creation of a unique design for your website using any combination of outlined design options:</p> <ul style="list-style-type: none"> • Video background: Feature a video in the background instead of a static image (Customers will be responsible for providing the video) • Anchor scrolling: Create anchor links to allow users to navigate to respective positions on the homepage either by scrolling or clicking on the anchor link • Tiles/cards: Replace the site's top drop-down menus with tiles on the homepage of the website • Parallax homepage 	1	\$6,500.00
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Development & Training

<u>SERVICE</u>	<u>QTY</u>	<u>COST</u>
<p>ONSITE CMS USER TRAINING - TWO DAYS</p> <p>Includes two days of onsite training for your CMS users. These days are divided into sessions to provide basic and advanced training for your users, covering:</p> <ul style="list-style-type: none"> • Creating, adding and editing pages • Overview with basic users of key components, such as Document Central, Image Library, News and Calendar (as time permits) • Overview with advanced users on Forms, Services Requests or other components of your choosing (as time permits) • User administration • Site settings and configurations • Class optimal for 8-10 participants 	1	\$4,540.00
<p>ONSITE CMS USER TRAINING - ADDITIONAL DAY</p>	1	\$1,250.00



- Includes an additional day of onsite training (held consecutively to initial onsite training day)

Software

vLive Edition

QTY

COST

vLIVE PLUS EDITION

1

See 5 Year Total Cost Summary for details

VLIVE TRANSACT

1

See 5 Year Total Cost Summary for details

With visionLive Transact, go fully digital with forms and services seamlessly integrated with your government CMS for greater citizen experiences, efficiency and savings.

Services include:

- Service Center
- Geo Finder
- Forms API Support
- Form Strategy Training
- Annual Forms Audit
- Annual Integrations Audit

Selected vLive Components

QTY

COST

ACTIVE DIRECTORY INTEGRATION

1

\$0.00

Includes integrating Active Directory with the VisionCMS. This will let AD accounts log-in to the VisionCMS backend and/or VisionCMS Extranet.

Client commitments required:

1. Active Directory currently in use
2. Server to install the Vision AD web service on
3. Provide sub-domain and SSL certificate

COMMUNICATIONS CLOUD (Free for 1 year)

1

\$0.00

Communication Solution that includes a number of different outreach mediums, including e-mail, SMS/text messages, RSS feeds, and social media integration to connect with target audiences.



<u>Additional Services</u>		
<u>SERVICE</u>	<u>QTY</u>	<u>COST</u>
CONTENT STRATEGY AND WEBSITE ACCESSIBILITY TRAINING The Content Strategy and Website Accessibility Training is a one-day class that will enable up to 30 of your staff to write content for the web that is appropriate and accessible for your site visitors. It includes: <ul style="list-style-type: none">• One day onsite training: content strategy and plain language writing for the web training customized for the agency, including group exercises updating the agency's content, and web accessibility standards designed for content editors, including what the standards are, why they are important and how to create compliant content• Content development and migration best practices guide• Website content best practices guide• Website persona exercise materials• Communicating with your audience exercise materials• Task process evaluation exercise materials• Writing for the Web textbook	1	\$5,000.00
<u>Total Project Fees</u>		\$48,790.00



5 Year Total Cost Summary	
Year 1 (2018 to 2019) Included Professional Services and FREE 1 st Year of: vLive Plus Edition vLive Transact	\$48,790.00
Year 2 (2019 to 2020) 2 nd Year of: vLive Plus Edition vLive Transact	\$11,999.00
Year 3 (2020 to 2021) 3 rd Year of: vLive Plus Edition vLive Transact	\$12,599.00
Year 4 (2021 to 2022) 4 th Year of: vLive Plus Edition vLive Transact	\$13,229.00
Year 5 (2022 to 2023) 5 th Year of: vLive Plus Edition vLive Transact	\$13,890.00
5 Year Total	\$100,507.00

COMMON COUNCIL REPORT

Item: 25' Water Main Easement Drexel Ridge Phase 2

Recommendation: That the Common Council adopts Resolution No. 11946-060518, a resolution approving a 25 foot water main easement by and between HSI Drexel Ridge II, LLC and the City of Oak Creek (Tax Key 779-9012-000) (1st Aldermanic District).

Fiscal Impact: The City assumes the maintenance of the public water main.

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: At its meeting of October 4, 2016, the Common Council approved Resolution No. 11746-100416, a Resolution approving a Certified Survey Map for the properties at 2100, 2200, and 2280 E. Drexel Avenue and 7721 S. Pennsylvania Avenue. As part of this project it was required a separate water main easement to be created for the public water main for the project. Staff has worked with the Developer to prepare the water main easement and exhibit. This easement would establish for the City the right to access and maintain the public water main. The Developer has installed the water main at their expense.

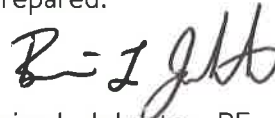
Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Brian L. Johnston, PE
Assistant City Engineer

Fiscal Review:



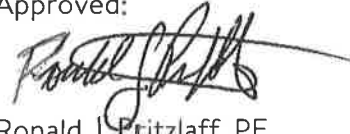
Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Michael C. Simmons, PE
City Engineer

Approved:

A handwritten signature in black ink, appearing to read "Ronald J. Fritzlaff", written over a horizontal line.

Ronald J. Fritzlaff, PE
Utility Engineer

Attachments: Resolution 11946-060518, 25' Water Main Easement

RESOLUTION NO. 11946-060518

RESOLUTION APPROVING A 25 FOOT WATER MAIN
EASEMENT BY AND BETWEEN HSI DREXEL RIDGE II, LLC
AND THE CITY OF OAK CREEK
(1st Aldermanic District)

BE IT RESOLVED that the 25 Foot Water Main Easement (“Easement”) by and between HSI Drexel Ridge II, LLC and the City of Oak Creek be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the same in behalf of the City.

BE IT FURTHER RESOLVED that the Easement is subject to technical corrections approved by the City Administrator and the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of June, 2018.

Passed and adopted this 5th day of June, 2018.

Kenneth Gehl, Common Council President

Approved this 5th day of June, 2018.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

COMMON COUNCIL REPORT

Item: I-Kenosha Sixth and Drexel Development Storm Water Management Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 11947-060518, a resolution approving a storm water management practices maintenance agreement with I-Kenosha LLC, for their Sixth and Drexel development located at S. 6th Street and W. Drexel Avenue. (Tax Key No. 782-9003 and 782-9014) (1st 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 I-Kenosha LLC (c/o ICAP Development) Sixth and Drexel development 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. Souffraht
Finance Director/Comptroller



Michael C. Simmons, P.E.
City Engineer

Attachments: Resolution No. 11947-060518, Storm Water Maintenance Agreement

RESOLUTION NO. 11947-060518

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH I-KENOSHA LLC, FOR THEIR SIXTH AND DREXEL DEVELOPMENT LOCATED AT S. 6TH STREET AND W. DREXEL AVENUE

(TAX KEY NO. 782-9003, 782-9014)

(1ST ALDERMANIC DISTRICT)

WHEREAS, I-Kenosha LLC (Owner), requires onsite storm water management practices for their proposed Sixth and Drexel 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 5th day of June, 2018.

Passed and adopted this 5th day of June, 2018.

President, Common Council

Approved this 5th day of June, 2018.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number

I-Kenosha LLC
S. 6th Street & W. Drexel 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

782-9003, 782-9014

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2018, by and between I-Kenosha LLC, c/o ICAP Development, 833 E. Michigan St., Suite 540, Milwaukee, WI 53202, 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:

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.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Sixth and Drexel development located at S. 6th Street and W. Drexel 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 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 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 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 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, permeable pavers, 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 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, permeable pavers, 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 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 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 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 an association, the City may assess each member of the 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 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 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 an 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 association. The owner shall provide the City with a copy of any document which creates an association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

I-Kenosha LLC



Brian Adamson, Manager

The foregoing Agreement was acknowledged before me this 15 day of May, 2018,
by the above named BRIAN ADAMSON.



NOTARY PUBLIC

My Commission Expires: July 24, 2021



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 Division.

Approved as to Form:

City Attorney

Date

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 platted 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.



**EXHIBIT A
OPERATION AND MAINTENANCE INSPECTION REPORT
STORM WATER MANAGEMENT PONDS**

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

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			

COMMON COUNCIL REPORT

Item: Rawson Avenue Business Center Storm Water Management Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 11948-060518, a resolution approving a storm water management practices maintenance agreement with East Rawson Avenue, LLC for their Rawson Avenue Business Center located at 140 E. Rawson Avenue. (Tax Key No. 733-9991-001) (1st 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 Rawson Avenue Business Center development, located at 140 E. 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:



Andrew J. Vickers, MPA
City Administrator

Prepared:



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

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Michael C. Simmons, P.E.
City Engineer

Attachments: Resolution No. 11948-060518, Storm Water Maintenance Agreement

RESOLUTION NO. 11948-060518

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH EAST RAWSON AVENUE, LLC FOR THEIR RAWSON AVENUE BUSINESS CENTER DEVELOPMENT LOCATED AT 140 E. RAWSON AVENUE

(TAX KEY NO. 733-9991-001)

(1ST ALDERMANIC DISTRICT)

WHEREAS, East Rawson Avenue, LLC (Owner), requires onsite storm water management practices for their proposed Rawson Avenue Business Center, 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 5th day of June, 2018.

Passed and adopted this 5th day of June, 2018.

President, Common Council

Approved this 5th day of June, 2018.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number

RAWSON AVENUE BUSINESS CENTER
140 E. 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

733-9991-001

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2018, by and between East Rawson Avenue, LLC, c/o St. John Properties, Inc., 1020 James Drive, Suite G, Hartland, WI 53029, 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 $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, being described as follows:

Commencing at the Southwest corner of said $\frac{1}{4}$ section; thence North $89^{\circ}20'13''$ East along the South line of said $\frac{1}{4}$ Section a distance of 1324.39 feet to a point in the West line of Certified Survey Map No. 5856, extended Southerly; thence North $00^{\circ}39'05''$ East, recorded as North $00^{\circ}39'26''$ East, along said Southerly extension a distance of 65.02 feet to a point on the North line of Rawson Avenue, said point also being the point of beginning of the land herein described; thence along the said North line for the following three courses: (1) thence South $89^{\circ}20'13''$ West

a distance of 602.05 feet to a point, (2) North 00°37'12" East a distance of 75.02 feet to a point, and (3) South 89°20'13" West a distance of 412.36 feet to a point on the East line of Certified Survey Map No. 3670; thence North 00°37'27" East, recorded as North 00°37'08" East 521.32, along the said East line a distance of 520.91 feet to a point on the South line of Certified Survey Map No. 500 and on the Westerly extension of the South line of Parcel 1 of Certified Survey Map No. 5856; thence North 89°20'00" East along said South line and said Westerly extension a distance of 1014.70 feet to a point on the aforementioned West line of Certified Survey Map No. 5856; thence South 00°39'05" West along said West line a distance of 596.00 feet to the point of beginning.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as Rawson Avenue Business Center, 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 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.

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 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 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 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 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 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 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. 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 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 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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Rawson Avenue Business Center Storm Water Management Agreement as of the day, month and year first written above.

DEVELOPER:


East Rawson Avenue, LLC
By: Edward St. John, LLC, its Manager
By:



Edward A. St. John, General Manager of
Edward St. John, LLC

STATE OF MARYLAND)
) SS
BALTIMORE COUNTY)

Personally came before me on May 25, 2018, the above-named Edward A. St. John, as General Manager of Edward St. John, LLC, the Manager of East Rawson Avenue, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of East Rawson Avenue, LLC.

By:  _____

Name Printed: Jennifer Sychuk

Notary Public, State of Maryland

My commission expires: 5/25/18

**JENNIFER ANN SYCHUK
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
MY COMMISSION EXPIRES MARCH 30, 2022**

[East Rawson Avenue, LLC Signature Page to
Rawson Avenue Business Center Storm Water Management Agreement]

CITY OF OAK CREEK

Daniel J. Bukiewicz, Mayor

Countersigned:

Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me on May _____, 2018, the above-named Daniel J. Bukiewicz, Mayor, and Catherine A. Roeske, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same as such officers of the above-named municipal corporation, City of Oak Creek, pursuant to Resolution No. _____ adopted by its Common Council on the ____ day of May, 2018.

By: _____

Name Printed: _____

Notary Public, State of Wisconsin

My commission expires: _____

Approved as to form:

Melissa L. Karls, City Attorney

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

[City of Oak Creek Signature Page to
Rawson Avenue Business Center Storm Water Maintenance Agreement]



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

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 platted 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: Rawson Avenue Business Center Development Agreement

Recommendation: That the Common Council adopts Resolution No. 11950-060518, approving the Rawson Avenue Business Center development agreement for the design and installation of public improvements at 140 E Rawson Avenue (Tax Key No. 733-9991-001) (Project No. 18053) (1st Aldermanic District).

Fiscal Impact: Developer pays for all improvement costs and the City will assume the 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 public sanitary sewer, public water main and private interceptor sanitary to serve the proposed Rawson Avenue Business Center development. East Rawson Avenue, LLC, c/o St. John Properties, Inc., 1020 James Drive, Suite G, Hartland, WI 53029, will be the Developer for this project. 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: None.

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

Approved:

A handwritten signature in black ink, appearing to read "Ronald J. Pritzlaff". The signature is written in a cursive style with a large initial "R".

Ronald J. Pritzlaff, PE
Utility Engineer

Attachments: Resolution 11950-060518, Development Agreement

RESOLUTION NO. 11950-060518

BY: _____

**RESOLUTION APPROVING THE
RAWSON AVENUE BUSINESS CENTER
DEVELOPMENT AGREEMENT**

**TAX KEY NO. 733-9991-001
(1ST ALDERMANIC DISTRICT)**

BE IT RESOLVED that 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 East Rawson Avenue, LLC, 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 5th day of June, 2018.

President, Common Council

Approved this 5th day of June, 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes: _____ Noes: _____

11950-060518

Document Number

RAWSON AVENUE
BUSINESS CENTER
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

733-9991-001

Parcel Identification Number (PIN)

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between East Rawson Avenue, LLC, c/o St. John Properties, Inc., 1020 James Drive, Suite G, Hartland, WI, 53029, hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City";

WITNESSETH:

WHEREAS, the Developer proposes to develop the following described lands:

That part of the Southwest ¼ of the Southwest ¼ of Section 4, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, being described as follows:

Commencing at the Southwest corner of said ¼ section; thence North 89°20'13" East along the South line of said ¼ Section a distance of 1324.39 feet to a point in the West line of Certified Survey Map No. 5856, extended Southerly; thence North 00°39'05" East, recorded as North 00°39'26" East, along said Southerly extension a distance of 65.02 feet to a point on the North line of Rawson Avenue, said point also being the point of beginning of the land herein described; thence along the said North line for the

following three courses: (1) thence South 89°20'13" West a distance of 602.05 feet to a point, (2) North 00°37'12" East a distance of 75.02 feet to a point, and (3) South 89°20'13" West a distance of 412.36 feet to a point on the East line of Certified Survey Map No. 3670; thence North 00°37'27" East, recorded as North 00°37'08" East 521.32, along the said East line a distance of 520.91 feet to a point on the South line of Certified Survey Map No. 500 and on the Westerly extension of the South line of Parcel 1 of Certified Survey Map No. 5856; thence North 89°20'00" East along said South line and said Westerly extension a distance of 1014.70 feet to a point on the aforementioned West line of Certified Survey Map No. 5856; thence South 00°39'05" West along said West line a distance of 596.00 feet to the point of beginning.

WHEREAS, the Developer has submitted a proposed plan for Tax Key No. 733-9991-001, 140 East Rawson Avenue, encompassing the hereinabove described lands in accordance with the Wisconsin Statutes and the Municipal Code of the City for the purpose of creating a three (3) building business center, and

WHEREAS, the proposed preliminary plan 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, as a condition of approval, the Common Council of the City of Oak Creek requires that the Developer make and install certain improvements, 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 business center development is served and will benefit by existing sanitary sewer and water main in South Howell Avenue.
2. Deferred Special Assessments – There are no outstanding special assessment payments required for this agreement. Developer shall sign the Waiver of Special Assessment Notice and Hearing attached as Exhibit B. No deferred special assessments are required for this proposed business center development so long as Developer complies with its obligations under this Agreement.

3. Bike Path and Impact Fees – No bike path is required for this development. The impact fees established for the City under Ordinance 2562 shall apply to this development.
4. Conditions and Time Period to Install Improvements - The Developer, entirely at its expense from the notice to proceed, shall complete the improvements as described in the attached Exhibit A (“Improvements”).
 - 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.
 - B. In the event the Developer does not complete the installation of the public improvements, the City shall have the authority to complete same and take title of the public 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 Chapter 3 and Sections 3.200 through 3.222 of the Oak Creek Municipal Code and Chapter 66 and Sections 66.0701 through 66.0733 of the Wisconsin Statutes and other statutory provisions, the City may exercise its power to levy special assessments for the required public improvements that shall benefit the development.
5. Items Prior to Construction - Prior to the commencement of construction of the required Improvements, the City Engineer shall:
 - A. approve all plans required in Exhibit A.
 - B. issue a notice to proceed.
 - C. arrange a preconstruction conference.
 - D. receive all pertinent approvals from Milwaukee County, Wisconsin Department of Transportation, the Milwaukee Metropolitan Sewerage District, the State of Wisconsin Department of Natural Resources, and other required jurisdictional agencies. The review and approval of sanitary sewer plans by the City (and its Utility) and MMSD occur independently. Approvals are based in part on each system’s ability to handle the proposed additional sanitary sewer waste flows.
 - E. make arrangements for the City to inspect the proposed construction.

6. Occupancy 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, (1) proof of the public infrastructure costs associated with streets, sewers, water main, lights, trees, etc., have been filed with the City Finance Director; and (2) lien waivers for the public improvements shall be filed with the City Engineer as proof that all subcontractors have been paid, shall occupancy approval be issued by the City.
7. 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 for the public improvements.
8. 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 building occupancy. Pursuant to Paragraph 10(B), the Developer shall establish a security deposit in an amount not less than 10% of construction costs of the public improvements, to cover the guarantee period for each of the public improvements. The maintenance obligations regarding the streets shall begin upon the start of construction. Responsibility for the streets will be assigned as follows:
 - A. Pavement repairs due to business center development construction and street sweeping, shall be the Developer's responsibility. Snow plowing will be the County's responsibility.
 - B. If street repairs and 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. Developer's responsibility with respect to the streets shall terminate upon issuance of building occupancy.
9. 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 the Improvements by the Developer pursuant to the terms of this agreement, the violation of any law or ordinance, or the infringement of any patent, trademark, tradename or copyright by the Developer in connection with construction of the Improvements under this agreement.

10. Financial Guarantees

- A. No letter of credit or bond is required under this agreement.
- B. Security Deposit

Prior to and as a condition of public improvement dedication approval, the Developer shall deposit a sum of money with the City in an amount determined by the City as a security deposit (hereinafter referred to as "Collateral"), to secure the prompt, full and faithful performance by Developer of each and every provision of this agreement and all obligations of the Developer hereunder. The City is not required to hold the Collateral in any special or trust account, but may commingle the Collateral with other funds of the City. Interest shall be paid to the Developer on the Collateral. If the Developer fails to perform any of its obligations hereunder, the City may use, apply or retain the whole or any part of the Collateral together with interest therein, if any, for payment of: (a) Sums of money due from the Developer under this agreement; (b) Any sum expended by the City on the Developer's behalf in accordance with this agreement; and/or (c) Any sum which the City may expend or be required to expend by reason of the Developer's default under this agreement.

The use, application or retention of the Collateral, or any portion thereof, by the City shall not prevent the City from exercising any other right or remedy provided by this agreement or by law (it being intended that the City shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which the City may otherwise be entitled. If any portion of the Collateral is used, applied or retained by the City for the purposes set forth above, Developer agrees, within ten days after the written demand therefore is made by the City, to deposit cash with the City in an amount sufficient to restore the Collateral to its original amount.

Without limitation as to the obligations secured, the Collateral shall also secure the following specific obligations of the Developer to the City.

- 1) Maintenance of public improvements as described in Paragraph 8.
- 2) Payment of \$2,500 for anticipated in-house administrative and inspection fees.
- 3) Landscaping and erosion control improvement costs.

The City will release to the Developer all funds from the Collateral, including interest, after the Developer fully and faithfully complies with all of the provisions of this agreement and completes the above-listed items, all to the satisfaction of the City Engineer, less amounts, if any previously applied by the City for the obligations secured hereunder. If the Developer's obligations herein to the City, including but not limited to, the above-enumerated fees and costs, exceed the amount of the Collateral, the Developer is responsible for payment of the balance.

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; and, 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.

11. Inspection - The City, or its agents, shall provide full-time inspection of all public improvements and the private interceptor sanitary sewer enumerated in Exhibit A, at the Developer's cost.
12. Deed Restrictions - No deed restrictions are required for this development.
13. Easements - The Developer has acquired that certain Distribution Easement - Underground Utilities from Milwaukee County recorded as Document Number 10730446. Developer shall acquire and dedicate to the City any other public easements and right-of-way necessary to install and maintain the public improvements required by this agreement. Permanent easements and deeds, in compliance with applicable law and on forms acceptable to the City, on or through private lands, shall be negotiated and obtained by the Developer, at its expense.
14. Changes to Plans and Specifications - The City Engineer may make reasonable changes to the approved plans and specifications for any of the 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 its expense without any claim for reimbursement.

15. Delivery of Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, sent by overnight delivery service, or faxed to the parties' respective addresses as follows, provided any notice given by facsimile is also given by one of the other methods:

To the City:
City Clerk, City of Oak Creek
8040 S 6th Street
Oak Creek, WI 53154
Telephone: (414) 766-7000
Facsimile: (414) 766-7976

With a copy to:
Melissa L. Karls, City Attorney
7300 South 13th St., Suite 104
Oak Creek, WI 53154
Telephone: (414) 762-5105
Facsimile: (414) 762-6340

To the Developer:
East Rawson Avenue, LLC
c/o St. John Properties, Inc.
1020 James Drive, Suite G
Hartland, WI 53029
Attn: Greg Fax
Telephone: (262) 369-0100
Facsimile: (262) 369-9075

With copies to:
St. John Properties, Inc.
2560 Lord Baltimore Drive
Baltimore, MD 21244
Attn: Michelle Van Newkirk

Vallier Law, LLC
PO Box 270734
Milwaukee, WI 53227
Attn: Jennifer Vallier

16. Miscellaneous

- A. All construction required by this agreement shall be carried out and performed in a sequence approved by the City Engineer.

- B. Developer shall properly locate and install all survey or other monuments required by Wisconsin statutes and City of Oak Creek ordinances.
- C. Recording of this agreement shall be accepted by the City as adequate provision for the required 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 the latest Adobe pdf electronic format.
- H. Developer shall provide all construction plans and final plat in the latest Adobe pdf electronic format.

[SIGNATURE PAGES OF DEVELOPER AND CITY FOLLOW]

EXHIBIT A
CITY OF OAK CREEK
CITY ENGINEER'S REPORT
RAWSON AVENUE BUSINESS CENTER

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 July 18, 1995, and all future amendments thereof.

The following are the general required improvements, plans, and conditions:

II. DEVELOPMENT GRADING AND DRAINAGE

A. Required Improvements

Design, install, and provide grading of land as necessary to establish pads for future buildings, 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 development 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. The certification shall be required on lot corners and side yard breaks, main ditches, and detention ponds. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer. The grade tolerances for approval are as follows:
 - a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - b. $0.0'$ to $-0.3'$ grade tolerance of the approved proposed grade without topsoil in place.
- C. Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas, lot pads, and drainage swales. All lot pads may be graded 2' below finished proposed yard grade to accommodate basement spoils.
- D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching to prevent erosion.
- E. The Developer, at its 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. Soil borings may be required by the City Engineer to determine if the existing soil material on site is suitable for structural areas such as road construction. The Developer shall be responsible to remove unsuitable material and replace with approved engineered fill.
- F. The Developer is responsible for restoring all damage to finish grades and vegetative cover caused, but not restored by, utility companies.
- G. After site grading is completed, the Developer shall place 3" of topsoil on all exposed soil. No topsoil may be removed from the site without written authorization from the City Engineer.

III. STORM DRAINAGE SYSTEM

A. Required Private Improvements

Design, install, and provide a complete storm drainage system, including culverts, curb and gutter, storm sewer and/or open ditches as required to adequately convey surface water from and through the development.

B. Plans and Specifications

1. Storm sewer plans showing plan and profile views.
2. Storm sewer calculations.
3. Storm sewer system plan update.

C. Additional considerations will be required on all ditch slopes exceeding five percent. All roadside ditches or areas within drainage easements shall have a minimum one percent slope. Ditch flow line slopes with less than one percent will require storm sewer.

D. Mainline storm sewer must be installed to provide a sump pump and downspout connection to all lots. All sump lines will discharge into a storm sewer or to other outlets approved by the City Engineer.

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 which is subject to men and equipment working in and around the perimeter of a new structure.

V. SANITARY SEWER

A. Required Private Interceptor Sanitary Improvements

Design, install, and provide a complete sanitary sewer system designed to meet the ultimate needs of this development and all tributary areas, in accordance with the City's sanitary sewer system plan with rules, regulations and procedures of the City, Milwaukee Metropolitan Sewerage District, and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Sanitary sewer plans, specifications, design calculations, and copies of all easements.
2. The City will furnish "as-built" plans of the entire system, including location and elevation of laterals to mains to meet MMSD requirements. All other "as-built" requirements are the responsibility of the Developer.
3. Sanitary sewer system plan update.
4. All reports required by the Milwaukee Metropolitan Sewerage District, the State of Wisconsin, and Southeastern Wisconsin Regional Planning Commission.

- C. Installation of one sanitary sewer lateral from the sanitary sewer main, for each proposed building.

VI. WATER

A. Required Public Improvements

Design, install, and provide a complete water distribution system and install water main designed to meet the ultimate needs of this development and all tributary areas, in accordance with the City's water main system plan and with the rules, regulations, and procedures of the City and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Water main plans, specifications, design calculations, and copies of all easements.

2. The City will create "as-built" plans of the entire system, including hydrant and valve locations, and the location and elevation of laterals to the lot lines, all for the use of the City of Oak Creek Water and Sewer Utility. All other "as-built" requirements are the responsibility of the Developer.
- C. Upon completion, furnish and provide to the City a complete summary of the actual construction costs for water distribution, itemized in sufficient detail to satisfy the requirements of the Public Service Commission of the State of Wisconsin in establishing or revising a rate base.
- D. Installation of one water lateral from the water main to each proposed building.

VII. STREETS

- A. No required public streets with this development.

VIII. STREET LIGHTING

- A. No required street lighting with this development.

IX. MISCELLANEOUS

DEVELOPER SHALL:

- A. be responsible to preserve existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- B. repair all damage to City streets caused by construction operations.
- C. arrange and pay for procurement and installation of approved traffic and street signs.
- D. submit a landscape plan for screen plantings, berms, and entrances. Installation of landscaping shall be in accordance with approved plan.
- E. acquire all required underground utility easements.

X. 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. State of Wisconsin, Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- E. The Wisconsin Department of Natural Resources Erosion Control Technical Standards.

XI. SPECIAL PROVISIONS

The development process shall strictly conform to the conditions set forth in the development agreement. Request for final building occupancy approval is subject to the City Engineer's certification that all Improvements required to be installed are satisfactorily completed. The City will not accept deposits in lieu of completion of the Improvement prior to final building occupancy approval.

Approved by:



Michael C. Simmons, P.E.
City Engineer

5/30/18
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:

Public Sanitary Sewer and Public Water Main

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 Chapter 66 of the Wisconsin Statutes and Chapter 3 of the Municipal Code of the City of Oak Creek for the cost of such improvement.

In accordance with Section 3.204 of the Municipal Code of the City of Oak Creek, we hereby waive all special assessment notices and hearings required by Chapter 66 and Sections 66.0701 through 66.0733 of the Wisconsin Statutes and Chapter 3 and Sections 3.200 through 3.222 of the Municipal Code of the City of Oak Creek, and we further agree and admit that there is a benefit to our property from the construction of such improvement.

Description of premises that shall benefit:

That part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, being described as follows:

Commencing at the Southwest corner of said $\frac{1}{4}$ section; thence North $89^{\circ}20'13''$ East along the South line of said $\frac{1}{4}$ Section a distance of 1324.39 feet to a point in the West line of Certified Survey Map No. 5856, extended Southerly; thence North $00^{\circ}39'05''$ East, recorded as North $00^{\circ}39'26''$ East, along said Southerly extension a distance of 65.02 feet to a point on the North line of Rawson Avenue, said point also being the point of beginning of the land herein described; thence along the said North line for the following three courses: (1) thence South $89^{\circ}20'13''$ West a distance of 602.05 feet to a point, (2) North $00^{\circ}37'12''$ East a distance of 75.02 feet to a point, and (3) South $89^{\circ}20'13''$ West a distance of 412.36 feet to a point on the East line of Certified Survey

Map No. 3670; thence North 00°37'27" East, recorded as North 00°37'08" East 521.32, along the said East line a distance of 520.91 feet to a point on the South line of Certified Survey Map No. 500 and on the Westerly extension of the South line of Parcel 1 of Certified Survey Map No. 5856; thence North 89°20'00" East along said South line and said Westerly extension a distance of 1014.70 feet to a point on the aforementioned West line of Certified Survey Map No. 5856; thence South 00°39'05" West along said West line a distance of 596.00 feet to the point of beginning.

East Rawson Avenue, LLC
By: Edward St. John, LLC, its Manager

By: _____
Edward A. St. John, General Manager
of Edward St. John, LLC



Date



Meeting Date: June 5, 2018

Item No. 19

COMMON COUNCIL REPORT

Item: Oakview III Storm Water Management Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 11949-060518, a resolution approving a storm water management practices maintenance agreement with Oakview Industrial Property III, LLC for their Oakview III development located at 10861 S. Howell Avenue. (Tax Key No. 955-1001) (5th 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 Oakview III development, located at 10861 S. Howell 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. 11949-060518, Storm Water Maintenance Agreement

RESOLUTION NO. 11949-060518

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH OAKVIEW INDUSTRIAL PROPERTY III, LLC FOR THEIR OAKVIEW III DEVELOPMENT LOCATED AT 10861 S. HOWELL AVENUE

(TAX KEY NO. 955-1001)

(5TH ALDERMANIC DISTRICT)

WHEREAS, Oakview Industrial Property III, LLC (Owner), requires onsite storm water management practices for their proposed Rawson Avenue Business Center, 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 5th day of June, 2018.

Passed and adopted this 5th day of June, 2018.

President, Common Council

Approved this 5th day of June, 2018.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number

OAKVIEW III
10861 S. HOWELL 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

955-1001

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2018, by and between Oakview Industrial Property III, LLC, C/O The Dickman Company, INC, 626 E. Wisconsin Ave., #1020, Milwaukee, WI 53202, 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:

Lot 1 of Certified Survey Map No. 9037, recorded in Milwaukee county Register of Deeds on May 18, 2017 as Document No. 10777872, 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.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Oakview III development located at 10861 S. Howell 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:

Oakview Industrial Property III, LLC
Samuel D. Dickman
Samuel D. Dickman, Managing Member

The foregoing Agreement was acknowledged before me this 24th day of May, 2018,
by the above named SAMUEL D. DICKMAN.

Ann M. Young
NOTARY PUBLIC
My Commission Expires: 12/25/2020



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 Division.

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.: _____

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

Location: _____

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 platted 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.
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 vacuor 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: Building permit for 928 E. Forest Hill Avenue

Recommendation: That the Common Council approves the issuance of a building permit for the construction of a residential building without the street improvement completed for the property at 928 E. Forest Hill Avenue (Tax Key No. 815-9011-000)(1st Aldermanic District)

Fiscal Impact: With Council approval of the issuance of this building permit, the construction of approximately 700 feet of road that will extend from E. Forest Hill Avenue to the north property line will need to be paid for by the City or specially assessed at the time of construction.

- 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: By virtue of CSM 1947, which was approved by the Common Council on November 8, 1972, three (3) parcels were created, and a 40' strip of land was reserved for public street purposes. By Resolution Number 5741-060182, the Common Council at that time treated the reservation as a dedication and accepted the offer of dedication for public street purposes. The street has never been opened for public use and has not been improved. The public right-of-way has been used as a gravel driveway to serve the property at 930 E. Forest Hill Avenue (Parcel 1). A home was built on Parcel 1 in 1968. Karl Strmsek owns the property at 928 E Forest Hill Avenue (Parcel 2) and lives at 926 E Forest Hill Avenue (Parcel 3) Mr. Strmsek is seeking Council approval essentially for a variance under Municipal Code Section 15.12(1)(d) to build one single family home on Parcel 2. The officially mapped street pattern shows the east half of the right-of-way for the proposed road on the neighboring property. Per Section 15.12 (d)(1) of the Municipal Code: "No building permit shall be issued for the construction of any residential building until sewer, water, grading, graveling, curb and gutter (if required) and a minimum of two (2) inches of bituminous pavement has been installed in the street necessary to service the property for which the permit is required, unless otherwise approved by the Common Council." By granting this building permit under Section 15.12(d)(1) and not contemporaneously requiring the street improvements, the Council will likely need to either fund the construction cost of the future road or special assess the properties. The road not being installed at this time impacts the future development of land to the north and access to Abendschein Park. There is a potential that this road will never be improved. The issuance of this building permit will add a second house on the existing gravel driveway.

Options/Alternatives: If the Council does not approve issuance of the building permit under Section

15.12(d)(1) the property owner would need to obtain the other half of the proposed road right-of-way and construct the necessary public improvements.

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:



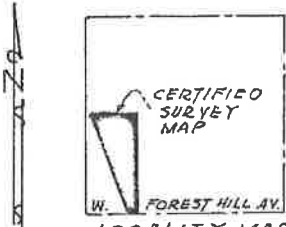
Michael C. Simmons, PE
City Engineer

Attachments: CSM 1947

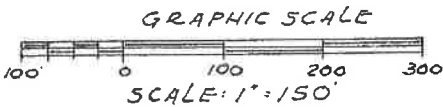
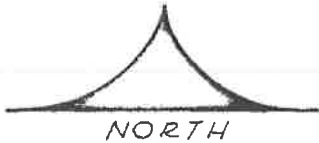
1947

CERTIFIED SURVEY MAP NO. 1947

Being a Re-division of
 Certified Survey Map No. 821 and lands in
 The Southwest 1/4 of the Northeast 1/4 of
 Section 16, Township 5 North, Range 22 East
 City of Oak Creek, Milwaukee County, Wisconsin



LOCALITY MAP
 N.E. 1/4 SEC. 16, T. 5N, R. 22E
 SCALE: 1" = 2000'



NOTE
 • INDICATES 1" x 24" IRON PIPE
 1.13 LBS. PER LIN. FT.

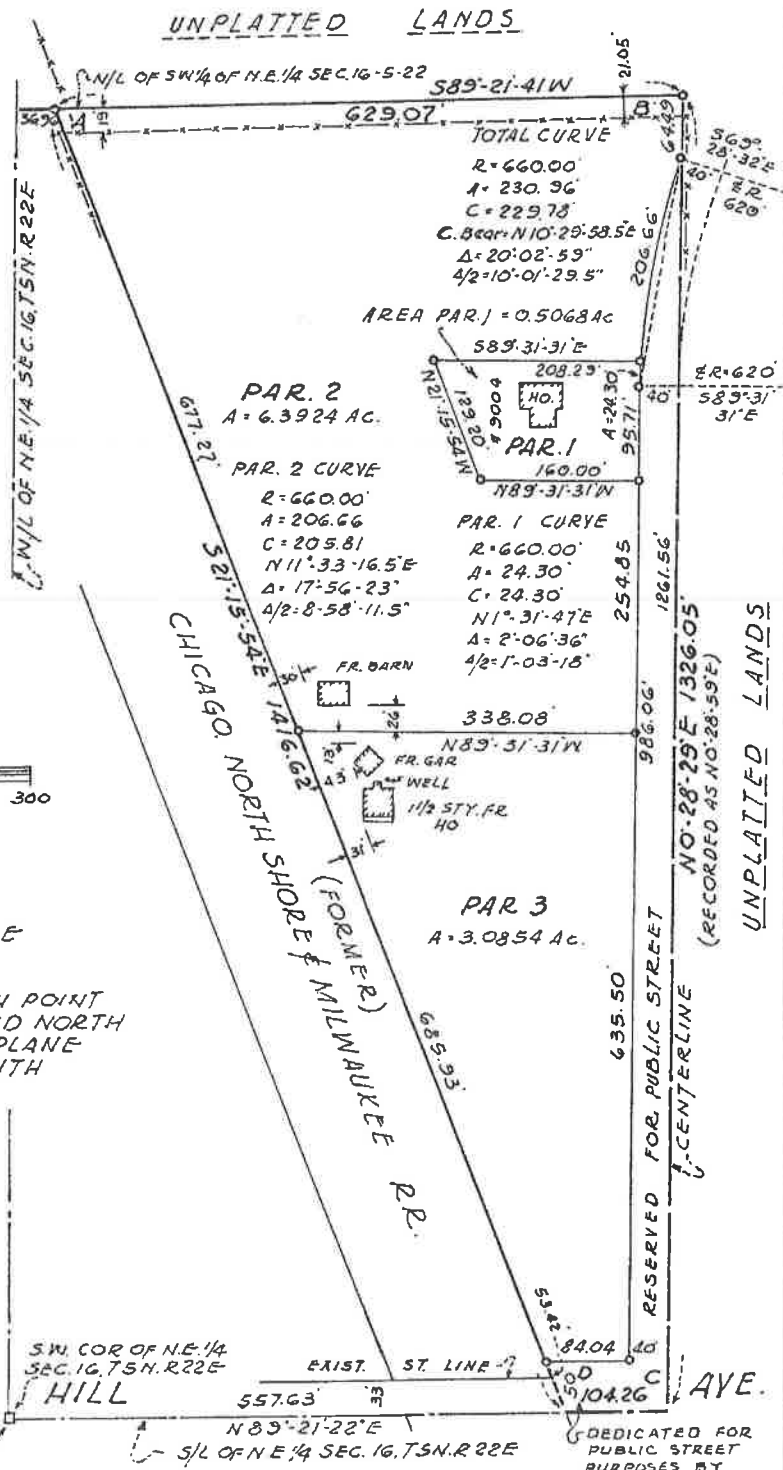
ALL BEARINGS AND NORTH POINT
 ARE REFERRED TO THE GRID NORTH
 OF THE WISCONSIN STATE PLANE
 COORDINATE SYSTEM - SOUTH
 ZONE.

INTERIOR ANGLES

- A = 69° 22' 25"
- B = 88° 53' 12"
- C = 91° 07' 07"
- D = 110° 37' 16"

E. FOREST HILL

332,808.10
 2,562,224.84





COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the 2018-19 renewal alcoholic beverage license requests as listed on the 6/1/18 License Committee Report, with issuance subject to final inspection approvals listed and payment of any fees due.

Fiscal Impact: License fees in the amount of \$36,680 were collected. Additional fees in the amount of \$5,900 will be collected prior to the release of licenses that show a license fee balance.

- 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 attached listing shows the renewal alcoholic beverage license applications received for the period of July 1, 2018 through June 30, 2019.

License Committee met on May 4, 2018 to review renewal applications, as required by State Statute. A recommendation was made at that meeting for approval, with release of each license subject to payment of any fees due and receipt of final department approvals, as listed.

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: 2018-19 renewal alcohol beverage license listing

CLASS A BEER / CLASS A CIDER, only

<u>Name</u>	<u>Location</u>	<u>Home Address</u>
Pilot Travel Centers George Kutschma, Agent (Pilot Travel Center #040) <i>Inspection</i>	2031 W. Ryan Rd.	N2239 Wilmot Blvd Lake Geneva
Speedway LLC John Flood, Agent (Speedway #4462)	8667 S. Howell Ave.	5906 Autumn Trail Racine

CLASS A COMBINATION

<u>Name</u>	<u>Location</u>	<u>Home Address</u>
Dairyland Retail Group, LLC Elizabeth Evans, Agent (7-Eleven #35841B)	1225 W. Rawson Rd.	201 N. Blair St. Madison
Aldi, Inc. (Wisconsin) Chad Gerbing, Agent (Aldi #01)	6810 S. 27th St.	N8102 Woody Ln. Ixonia
P&K Kooner LLC Kulwant Singh Kooner (Checker Liquor)	9110 S. Chicago Rd.	9104 S. Chicago Rd. Oak Creek
Fortune, Inc. Yash Patel, Agent (Discount Tobacco & Liquor) <i>Inspection</i>	2151 E. Rawson Ave.	8216 S. 27 th St. Franklin
Gary's Corporation of Oak Creek Gary Hintz, Agent (Gary's Beer & Liquor)	9555 S. Howell Ave.	10065 S. McGraw Dr. Oak Creek
Kwik Trip Inc. Kevin Butler, Agent (Kwik Trip #290)	7880 S. 10 th St.	10080 S. Shepard Ave. Oak Creek
Kwik Trip Inc. Richard McCord, Agent (Kwik Trip #422)	9535 S. 13 th St.	1321 S 101 st St. West Allis
Kwik Trip Inc. Dawn M. Kost, Agent (Kwik Trip #976)	6300 S. 27 th St.	2607 W. Ramsey Ave. Milwaukee
Kwik Trip Inc. Candida N. Christman, Agent (Kwik Trip #576)	2040 W. Ryan Rd.	2420 W. Briar Lake Way Oak Creek
Love's Travel Stops & Country Stores, Inc. Shannon Tuckey, Agent (Love's Travel Stop #432)	9650 S. 20 th St.	10108 65 th St. Kenosha
Meijer Stores Limited Partnership Robert Maynard, Agent (Meijer Store #283)	171 W. Town Square Way	503 Eagle St. Delavan
Meijer Stores Limited Partnership Robert Maynard, Agent (Meijer Store #283 - Gas Station)	8031 S. Howell Ave.	503 Eagle St. Delavan
AT Mart, Inc. Tilak KC, Agent (Oak Creek Mobil)	1200 W. Rawson Ave.	4415 N. Sheffield Ave. Shorewood

JC Stores Inc. Kelly Gaulthier, Agent (Oasis Mobil)	9510 S. 27 th St.	3022 23 rd Ave. Kenosha
Mega Marts, LLC Joel Van Winkle, Agent (Pick 'n Save #6862)	8770 S. Howell Ave.	1133 Kilbride Dr. Racine
Mega Marts, LLC Matthew Meyer, Agent (Pick 'n Save #6348) <i>Inspection</i>	6462 S. 27th St.	10312 63 rd St. Kenosha
Mega Marts, LLC Joseph Reuter, Agent (Pick 'n Save #6387) <i>Inspection</i>	2320 W. Ryan Rd.	4518 S. Green Ridge Cir. Greenfield
Rawson Citgo LLC Adail Hamdan, Agent (Rawson 66)	150 W. Rawson Ave.	4481 W. Victory Creek Franklin
RAB Supermarkets, LLC Ralph D. Malicki, Agent (Piggly Wiggly #342)	2201 E. Rawson Ave.	3513 116 th St. Franksville
Sal's Beer & Wine LLC Salvatore J. Colla, Agent (Sal's Beer & Wine) <i>Inspection</i>	7872 S. Howell Ave.	3833 W. Leah Ave. Franklin
Target Corporation Louisa Ann Wertzler, Agent (Target Store T-1925)	8989 S. Howell Ave.	4876 S. 21st St. Milwaukee
Walgreens Co. Cynthia Smith, Agent (Walgreens #04887)	9449 S. Howell Ave.	10958 W. Cortez Rd. Franklin
Woodman's Food Market, Inc. David J. Keeseey, Agent (Woodman's Food Market)	8131 S. Howell Ave.	5301 26th St. Kenosha

CLASS B BEER

<u>Name</u>	<u>Location</u>	<u>Home Address</u>
Kennedy Enterprises, LLC Gin Kennedy, Agent (Board and Brush Oak Creek)	8880 S. Howell Ave., #800	13755 W. Foxwood Dr. New Berlin
Oak Pro III, LLC Aaron Brown, Agent (Candlewood Suites)	6440 S. 13 th St.	7971 S. 6 th St Oak Creek
Oak Pro II, LLC Clint Wills, Agent (Fairfield Inn & Suites)	6460 S. 13th St.	S79 W17524 Scenic Dr. Muskego
Georgie Porgie's Ltd. Shelly Urban, Agent (Georgie Porgie's)	9555 S. Howell Ave.	815 Marshall Ave. South Milwaukee

CLASS B BEER / CLASS C WINE

<u>Name</u>	<u>Location</u>	<u>Home Address</u>
MOD Super Fast Pizza (Wisconsin), LLC Krista Scott, Agent (MOD Pizza)	160 W. Town Square Way, #100	20225 Sutter Creek Dr. Brookfield

Milwaukee Area Tech College District Richard Busalacchi, Agent (Milwaukee Area Tech College District - South Campus)	6665 S. Howell Ave.	6070 Oriole Ln. Greendale
Panda Gourmet LLC Xiao Xiong Liang, Agent (Panda Gourmet)	8880 S. Howell Ave., # 900	1385 E. Prairie View Dr. Oak Creek
Valentine Café, LLC Robbin Kashevarof, Agent (Valentine Cafe)	7981 S. 6th St.	2640 Meadow Ln. Hartland
Ki Sin Phil Sun K. Phil (Yen-Hwa Chinese)	2345 W. Ryan Rd.	8690 W. Elm Ct. Franklin

CLASS B COMBINATION

<u>Name</u>	<u>Location</u>	<u>Home Address</u>
Apple Hospitality Group, LLC Jeremiah T. Smith, Agent (Applebee's Neighborhood Grill & Bar) <i>Inspection</i>	7135 S. 13 th St.	621 English St. Racine
Hush, LLC of Kenosha Christopher Kempken, Agent (Fanatics Sports Central Pub) <i>Inspection</i>	7126 S. 27 th St.	2933 W. Drexel Ave. Franklin
KMDG LLC Dennis Giannopoulos, Agent (Branded Steer)	1229 W. College Ave.	1243 Kerechun Rd. Hubertus
Blazin Wings, Inc. Lisa Gammon, Agent (Buffalo Wild Wings) <i>Inspection</i>	8171 S. Howell Ave.	2169 S. 90 th St. West Allis
Cellar on Oakwood, LLC Shirley Miksa, Agent (The Cellar) <i>Treasurer</i>	812 W. Oakwood Rd.	811 E. Elm Rd. Oak Creek
Classic Oak Creek Bowling LLC Ed Vahradian Jr., Agent (Classic Lanes Oak Creek) <i>Inspection</i>	7501 S. Howell Ave.	6825 S. Harvard Dr. Franklin
Oak Pro II LLC Clint Wills, Agent (Comfort Suites) <i>Inspection</i>	6362 S. 13 th St.	S79 W17524 Scenic Dr. Muskego
John Sagan Joyce M. Mueller (Cozy Inn) <i>Inspection</i>	9509 S. Chicago Rd.	2410 E. Elm Rd., Oak Creek 1490 51 st St., Caledonia
Diane Dorothy Spingola (Diane's Second Chance Saloon) <i>Wisconsin DOR Hold</i>	9430 S. 27th St.	9430 S. 27th St. Oak Creek
El Fogon Tacos and Beer, Inc. Phil Landa, Agent (El Fogon Tacos and Beer) <i>Inspection</i>	8701 S. Howell Ave.	506 4 Mile Road Caledonia

EAK, Inc. Danielle Baerwald, Agent (Erv's Mug)	130 W. Ryan Rd.	6104 Churchwood Cir. Greendale
Frankie's Restaurant and Catering, LLC Donna Aboagye, Agent (Frankie's Restaurant and Catering) <i>Inspection</i>	924 E. Rawson Ave.	1706 Maple St. Racine
Jim Dandy's Inc. Karen Iwinski, Agent (Jim Dandy's)	8900 S. 27 th St.	9676 S. Fox Run Oak Creek
Lotus Restaurant LLC Wan Yi Zuo, Agent (Lotus) <i>Inspection</i>	9011 S. Howell Ave.	8219 S. Four Oaks Ct. Franklin
Zeqiri Corp. Lirim Zeqiri, Agent (Market Place Café)	3570 E. Puetz Rd.	3270 Normandy Dr. Oak Creek
Melrose Eatery, Inc. Sam Diamantopoulos, Agent (Melrose Eatery)	6840 S. 27 th St.	7171 S. 35 th St. Franklin
Oak Creek Community Center Bryan Kwapil, Agent (Oak Creek Community Center)	8580 S. Howell Ave.	2543 N. 47 th St. Milwaukee
St. Ledger Enterprises, Inc. James J. St. Ledger, Jr., Agent (Oak Hills Golf) <i>Inspection</i>	10360 S. Howell Ave.	1806 Forest Hill Ave. South Milwaukee
Oelschlaeger-Dallman Post No. 434 of the American Legion Department of Wisconsin Robert LaBrosse, Agent (Oelschlaeger-Dallman Post No. 434 of the American Legion Department of Wisconsin)	9327 S. Shepard Ave.	8570 S. 13 th St. Oak Creek
Pineapple Café, LLC. Sandra Madrigal, Agent (Pineapple Cafe) <i>Inspection</i>	7864 S. Howell Ave.	4733 S. 43rd St. Greenfield
Sidetracked, LLC Shawn Utphall, Agent (Sidetracked) <i>Inspection</i>	823 W. Oakwood Rd.	13406 4 Mile Rd. Franksville
Southbound Saloon & Eatery LLC Aleshia L. Sieren, Agent (Southbound Saloon & Eatery) <i>Inspection</i>	9504 S. Chicago Rd.	9510 S. Chicago Rd. Oak Creek
Pedone Restaurant & Catering Alison S. Pedone, Agent (Trattoria diCarlo & Catering)	8469 S. Howell Ave.	109 Accipiter Ct. Burlington
Maria Cobian (Victor's Again)	9117 S. 5 th Ave.	3927 E. Dexter Ave. Oak Creek
Brickler's Restaurant, LLC Marla J. Brickler, Agent (Viviere Italian Restaurant)	1000 E. Rawson Ave.	1126 E. Drexel Ave. Oak Creek

Woodland Golf, Inc. Mary Ellen Joncas, Agent (Woodland Golf) <i>Inspection</i>	3025 E. Elm Rd.	3003 E. Elm Rd. Oak Creek
Marcus Cinemas of Wisconsin, LLC Michael Ridgway, Agent (South Shore Cinemas)	7241 S. 13th St.	1127 W. Freistadt Rd. Mequon
WSB Oak Creek Restaurant, LLC Matthew R. Schmidt, Agent (Water Street Brewery) <i>Inspection</i>	140 W. Town Square Way	2977 N. Summit Ave. Milwaukee

RESERVE CLASS B COMBINATION

<u>Name</u>	<u>Location</u>	<u>Home Address</u>
BelAir Cantina Oak Creek, Inc. Kristyn Eitel, Agent (BelAir Cantina Oak Creek) <i>Inspection</i>	410 W. Town Square Way	2923 N. Marietta Ave. Milwaukee
The Char-Grill Inc. Jeffrey Marsh, Agent (The Charcoal Grill & Rotisserie)	111 W. Ryan Rd.	14102 Marina Dr. Sturtevant
CUB DTS, LLC Marc Bianchini, Agent (Cubanita's)	7973 Town Square Way	921 E. Calumet Rd. Fox Point
Margarita City Cantina, Inc. Jessica Escamilla, Agent (Margarita City Cantina)	8201 S. Howell Ave., #700	1309 Starr Grass Dr. Madison
Za Man 3, LLC Sarah Baker, Agent (Pizza Man Oak Creek)	7978 S. Main St.	7639 W. Lorraine Pl. Milwaukee
Three Cellars, LLC Shawn Vollmer, Agent (Three Cellars)	7228 S. 27 th St.	7324 S. Logan Ave. Oak Creek



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 6/5/18 License Committee Report.

Fiscal Impact: License fees in the amount of \$4,490.00 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 following items were received after License Committee met on 5/4/18. Tentative recommendations are as follows:

1. Grant an Operator's license to:
 - * Paula A. Nevarez, 9760 S. Austin St., Oak Creek (Legion)
 - * Thomas A. Holtz, 7960 Boldt Dr., Franksville (Oasis Mobil)
 - * Lisa A. Quam, 10471 S. Katie Dr., Oak Creek (Woodland Golf)
 - * Adea Agolli, 10070 S. McGraw Dr., Oak Creek (Kwik Trip)
 - * Jami L. Pomeroy, 1512 Pratt Ave., Mt. Pleasant (Charcoal Grill)
 - * Rebecca L. Thomas, 2466 S. 12th St., Milwaukee (Meijer)

2. Grant an Amusement Operator and Amusement Devices License(s) to:
 - * National Entertainment Network, LLC, 325 Interlocken Parkway B, Broomfield, CO
 - * Wisconsin P&P Amusement, 12565 Lisbon Rd., Brookfield, WI

3. Grant a Transient Merchant license to Aptive Environmental, 17919 W. Lincoln Ave., New Berlin, WI, and to the following salespersons (favorable background reports received):
 - * Jose Casillas, 260 N. Lord St., Brookfield, WI
 - * Brandon Cluff, 280 N. Market St., Brookfield, WI
 - * Emie Cluff, 280 N. Market St., Brookfield, WI
 - * Jordan Collins, 280 N. Market St., Brookfield, WI
 - * Brennor Downs, 280 N. Market St., Brookfield, WI
 - * Joseph Hobson, 280 N. Market St., Brookfield, WI
 - * Boston Hunt, 280 N. Market St., Brookfield, WI
 - * Justin Morrow, 260 N. Lord St., Brookfield, WI
 - * Matthew Schenk, 420 N. Lord St., Brookfield, WI

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- * Tyler Schenk, 420 N. Lord St., Brookfield, WI
 - * Brock Shackett, 260 N. Lord St., Brookfield, WI
 - * Logan Shackett, 260 N. Lord St., Brookfield, WI
 - * Rollin Sutherin, 260 N. Lord St., Brookfield, WI
 - * Cameron Wasden, 280 N. Market St., Brookfield, WI

4. Grant a Special Event Permit to Sue Hjelsand, Agent on behalf of the American Diabetes Association, Milwaukee Tour de Cure event, scheduled for July 14, 2018.

5. Grant a Transient Merchant license to The Window Store Home Improvements, 2706 S. 163rd St., New Berlin, selling home improvement products, and to the following salespersons (favorable background report received):

- * Keith Harvey, 4113 County Road G, Caledonia
- * Greg Miller, 10500 W. Fountain Ave., Milwaukee
- * Justin Mich, 10500 W. Fountain Ave., Milwaukee
- * Clayton Stolberg, 8623 W. 6 Mile Rd., Franksville

Options/Alternatives: None

Respectfully submitted:



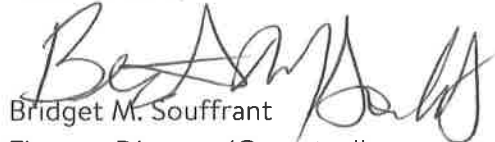
Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: None