



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

COMMON COUNCIL MEETING AGENDA

JUNE 19, 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: 6/5/18

New Business

4. **Resolution:** Consider Resolution No. 11952-061918, a Resolution Authorizing Payment of Bills, Debts and Obligations (by Committee of the Whole).
5. **Informational:** Strategic Action Plan Report: "Capital Improvement Program (CIP) Funding Alternatives".
6. **Motion:** Consider a motion to approve the June 13, 2018 Vendor Summary Report in the combined total amount of \$707,600.78 (by Committee of the Whole).
7. **Motion:** Consider a motion to concur with the Mayor's appointment as follows:
 - a. Parks, Recreation & Forestry Commission – filling a vacant 3 year term, expiring 3/2021
 - Adam Thiel, 1000 E. Oak Court

HEALTH

8. **Motion:** Consider a motion to begin contract negotiations with CHAMP for the electronic health record system implementation, training, and maintenance.

DEPARTMENT OF PUBLIC WORKS

9. **Motion:** Consider a motion to permit the Director of Public Works to accept a quote from Reliable Door to install an acoustic curtain which would partition the welding shop from the mechanics area, in the amount of \$20,650 (by Committee of the Whole).

ENGINEERING

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

10. **Resolution:** Consider a *motion* to adopt Resolution No. 11951-061918, granting to Milwaukee Metropolitan Sewerage District (MMSD) a ten-year conservation easement at Lake Vista Park as shown in the attached figure (Tax Key Nos. 868-9996-002 and 868-9993-001) (4th District).

11. **Motion:** Consider a *motion* to concur with the recommendations of the Traffic and Safety Commission to approve the following:
 - a. Installation of "Passive Traffic Calming measures on W. Sycamore Avenue and S. 22nd Street. (2nd District)
 - b. Installation of pedestrian crossing and signs at 120 W. Town Square Way. (2nd District)
 - c. Installation of pedestrian crossing signs at 8040 S. 6th Street. (2nd District)
 - d. Installation of "No Parking" signs on the east side of S. Ikea Way from W. Drexel Avenue to 1st driveway of Ikea store, around the cul-de-sac and on the west side of S. Ikea Way from W. Drexel Avenue to Forest Ridge Elementary School. (2nd District)

COMMUNITY DEVELOPMENT

12. **Resolution:** Consider *Resolution* No. 11954-061918, approving a Certified Survey Map for Tony DeRosa, HSI Properties, LLC, for the properties at 8300, 8304, 8310, and 8380 S. 27th St. and 8370 S. Orchard Way (2nd District).

LICENSE COMMITTEE

13. **Motion:** Consider a *motion* to grant the various license requests as listed on the 6/19/18 License Committee Report (by Committee of the Whole).

MISCELLANEOUS

14. **Motion:** Consider a *motion* to convene into Closed Session pursuant to Wisconsin State Statutes Section 19.85(1)(e) to consider a proposed term sheet between the City of Oak Creek and Lakeshore Veterinary Real Estate Oak Creek, LLC for the development of the property at 9472 South 27th Street (Tax Key No. 878-9000-001).
15. **Motion:** Consider a *motion* to reconvene into Open Session.
16. **Motion:** Consider a *motion* to take action, if required.

Adjournment.

Public Notice

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

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

COMMON COUNCIL REPORT

Item: Authorizing payment of bills, debts and obligations.

Recommendation: That the Common Council adopt Resolution No. 11952-061918, a Resolution authorizing payment of bills, debts and obligations.

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

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 Common Council voted to hold only one meeting in the month of July, on July 17, 2018. This leaves four weeks before the July 17, 2018 meeting and would put some of our bills past due if not paid. Per State Statute 62.12(6), "unless otherwise provided by law, City funds should be paid out only by authority of the Council." The attached resolution will allow the Finance Department to create a vendor summary report and cut and release checks as if there were still a meeting on July 3, 2018. At the July 17, 2018 meeting, we will provide the Council with a vendor summary report from July 3 as well as a vendor summary report for July 17.

Options/Alternatives: none

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Resolution No. 11952-061918

RESOLUTION NO. 11952-061918

RESOLUTION AUTHORIZING PAYMENT OF BILLS, DEBTS AND OBLIGATIONS

WHEREAS, the Common Council has decided to cancel the Common Council meeting that had been scheduled for July 3, 2018; and,

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

WHEREAS, City bills, debts and obligations may become delinquent because of the cancellation of the July 3, 2018 Common Council Meeting; and,

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

NOW THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the payment of City bills, debts and obligations that become due during the month of July, 2018 to be paid in accordance with state and local law prior to the approval of the vendor summary report for the July 17, 2018 Common Council meeting.

BE IT FURTHER RESOLVED that any bills, debts and obligations that are paid pursuant to this Resolution after the June 19th vendor summary report has been approved, but prior to approval of the vendor summary report by the Common Council for the July 18th meeting be included in the vendor summary report for the July 17, 2018 Common Council meeting.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of June, 2018.

Passed and adopted this ____ day of _____, 2018.

Kenneth Gehl, Common Council President

Approved this ____ day of _____, 2018.

Daniel Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

COMMON COUNCIL REPORT

Item: Strategic Action Plan Report: "Capital Improvement Program (CIP) Funding Alternatives"

Recommendation: Review, discuss, and give staff direction as to the report's recommendations. The staff is not seeking any formal action at this time.

Fiscal Impact: TBD

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 City adopted its Strategic Action Plan (SAP) for years 2017-2020 on June 6, 2017. The adopted SAP includes the following objective: Create Fiscal Policy Teams and Provide Analysis and Recommendations on a Multi-Year Budget Strategy. Under that objective, the Common Council adopted two specific goal statements as follows: 1) Look at special assessment policy/options for funding capital expenditures; and, 2) Develop a strategy and long-range funding plan for capital equipment and infrastructure needs. A Capital Improvement Funding Alternatives policy team assembled to discuss available funding alternatives the City could utilize moving forward. The attached report is the result of that research and analysis.

The staff will give a brief powerpoint presentation as to the report's conclusions and recommendations at the June 19, 2018 Common Council meeting.

Options/Alternatives: See options and recommendations contained in the report.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Reviewed:



Michael C. Simmons, P.E.
City Engineer

Choose an item.

Choose an item.

Attachments: Report- "Capital Improvement Program (CIP) Funding Alternatives"

City Of Oak Creek

Strategic Action Plan Initiative

CAPITAL IMPROVEMENT PROGRAM (CIP) FUNDING ALTERNATIVES

PUBLIC DRAFT- JUNE 2018

POLICY TEAM:

Andrew J. Vickers, City Administrator
Mike Simmons, City Engineer
Brian Johnston, Asst. City Engineer
Matt Sullivan, Design Engineer
Mike Sullivan, Utility General Manager
Ron Pritzlaff, Utility Engineer
Jamie Mueller, Staff Accountant
Sig Tomkalski, Resident



SECTION I. EXECUTIVE SUMMARY

Like most local units of government across the state and nation, viable public funding solutions for larger equipment, building maintenance, infrastructure, and other significant capital outlays are becoming increasingly elusive. The City of Oak Creek is similarly-situated in that its Capital Improvement Plan (CIP) funding, particularly for road, street lighting, and bridge infrastructure projects, is harder to find. Inflation has forced higher expenditures upon staffing and public services program areas in the City's General Fund. In addition to inflationary factors, state laws on property tax levy limits are squeezing municipal budgets, as are the requirements of the State's Expenditure Restraint Program (ERP), in which the City voluntarily participates.

Oak Creek is experiencing a growing backlog of road improvements and a decline in average road condition rating. Deferred maintenance on roads, as well as bridges and the street lighting system, is pushing the City toward a reactionary mode of repair, and with resultant higher costs. The question is: *"what do we want to do as a City to be proactive in protecting our investment in, and supporting continued maintenance of, road infrastructure and other features in the public rights-of-way?"* The question truly is "how", not "if", and this report provides City decision-makers with a menu of available funding tools to grow capacity in the City's CIP.

The City's Adopted Strategic Action Plan (SAP) includes the following objective: *Create Fiscal Policy Teams and Provide Analysis and Recommendations on a Multi-Year Budget Strategy.* Under that objective, the Common Council adopted two specific goal statements as follows: 1) Look at special assessment policy/options for funding capital expenditures; and, 2) Develop a strategy and long-range funding plan for capital equipment and infrastructure needs. A Capital Improvement Funding Alternatives policy team assembled to discuss available funding alternatives the City could utilize moving forward.

Prior to arriving at conclusions and recommendations on alternative funding strategies available to the City, the policy team made an assessment on capital needs and best use (cost-benefit) as justification that funding gaps do exist. The report details the funding gap in the areas of road and bridge maintenance. As the report will further explain, the policy team identified and recommends an increased funding goal of \$350,000 each year for road maintenance efforts, and a goal of \$75,000 annually to fund a to-be-established bridge maintenance reserve fund. A separate Strategic Action Plan policy team is presently analyzing funding gaps, possible LED street light conversion, and capital improvement needs for the City's street-lighting grid; however, the funding alternatives for addressing needs related to the street-lighting grid are the same as set forth for roads and bridges.

As the reader will see, the report gives the special assessment alternative the most comprehensive analysis, but the policy team also analyzed the following funding alternatives and strategies:

- Do nothing;
- Incremental levy increase (non-referendum);
- Levy limit exceedance (via referendum);
- Strategic borrowing;
- Creation of special charge to fund annual street lighting costs, creating levy space to address capital improvement funding shortfalls;
- Local vehicle registration fees;
- Strategic use of existing tax increment finances, specifically, TID 7.

The reader can find a thorough assessment of each funding alternatives later in the report. In summary, the various funding strategies the policy team is recommending for Common Council consideration are as follows:

1) Continue with historic special assessment practices for complete reconstruction when new features are introduced that benefit the adjacent property owners (i.e. new sidewalk/pedestrian pathway, street lighting, storm sewer, curb & gutter, etc.) and for urbanization of road segments as per Section IV. of this report;
2) Engage in special assessing for road “rehabilitation” projects (defined in the report)- note that this is the <i>least desirable</i> alternative;
3) Incremental and disciplined levy increases over the next several budgets, whenever possible - prioritize increases to the CIP;
4) Create a special charge on the property tax bill to fund street light energy and maintenance costs creating levy capacity to address capital improvements in the area of roads, bridges, and the street light grid. Numerous methods exist to ensure an equitable distribution of this new special charge across City parcels;
5) Strategically use TID 7 to accommodate debt on the 2012 Drexel Interchange and Drexel Avenue improvements, which the City currently funds in part by the general property tax levy. Essentially, the City could shift debt service from the levy to TID 7 and fill the vacated levy space with funding for roads, bridges, and the street lighting system without negatively affecting general property taxes.

Based on the options listed above, the policy team believes that instituting a new policy of special assessing for road rehabilitation-type projects should be viewed as a lower priority alternative. The team believes other recommended funding alternatives are less financially impactful to the resident/taxpayer, while at the same time, more advantageous toward addressing the funding challenges that exist for significant capital needs within the community.

Central to this recommended strategy is the following question: would a property owner rather pay a substantial special assessment, perhaps upwards of \$2,500-\$3,000 (see analysis in Section V), every 15-20 years for a rehabilitation-type road project; or would that same property owner prefer instead to pay an annual street lighting charge (perhaps \$50-\$70/year)? In sum, the policy team concluded the latter to be a more rational and responsible approach for City taxpayers.

SECTION II. DEFINING THE FISCAL CHALLENGES

A. CITY CAPITAL IMPROVEMENT BUDGET, PAST AND PRESENT CONDITION

1) ROAD REPAIR BUDGET

As depicted in the table below, over the past decade the City has awarded an average of approximately \$681,000 annually on its road improvement projects. In recent years, the City awarded a contract every other year in the attempt to advertise larger contracts that yield lower unit bid prices.

Year	Contract Amount	Year	Contract Amount
2008	\$443,377	2013	\$1,310,845
2009	\$498,312	2014	\$0
2010	\$921,460	2015	\$1,273,622
2011	\$616,321	2016	\$0
2012	\$761,728	2017	\$986,788
		Total	\$6,812,453
		Avg./Yr.	\$681,245

For reference, we have learned that a similarly sized city in this region awarded its annual road improvement contract for \$985,000 this year. This, compared with Oak Creek’s average annual expenditure of \$681,245, demonstrates that the City is perhaps lagging behind other communities in roadwork expenditures. This lower annual expenditure amount can be explained, in part, by the fact the City took out a 10-year \$3 million construction bond in 2013 to fund various larger and critical reconstruction projects. The annual debt service on this bond is approximately \$340,000 per year through 2023. Thus, of the \$1 million of CIP funding that the City has been budgeting for roadwork annually, approximately \$340,000 goes towards the debt service on the bond.

The City monitors its road inventory with yearly inspections and condition ratings of all 310 lane miles. The City uses the WisDOT PASER rating system to assign a condition rating. With this system, the ratings vary from 1 through 10, with 10 being a new road with no need of maintenance. Roads rated a 1-2 are in need of reconstruction, roads rated 3-4 are candidates for rehabilitation, 5-6 can benefit from patching and/or seal coats, 7-8 are in need of crack sealing or could benefit from some of the other lesser maintenance procedures that will keep them rated higher for a longer period of time. Historically, the City has concentrated its resources for CIP-contracted road projects on roads rated 4 or lower.

The City’s road network had an average PASER rating of 6.23 in 2014 (at that time a total of 302.9 lane miles). This had decreased to 5.97 by 2016, representing about a 4.2% decline, and again demonstrating the slipping condition ratings.

New road construction of IKEA Way, Lake Vista Parkway, the 5th Avenue extension and Oakview Parkway (all new roads rated “10”s) then boosted the average rating back up a bit to 6.02 for the current 310 lane miles.

2) BRIDGE REPAIR BUDGET

The City has jurisdiction over 18 local bridges. The City is obligated to have these bridges inspected biennially by a State-certified bridge consultant for condition and to identify necessary maintenance; this is documented and submitted to the State. In addition, there are also several main channel large box culverts that the City inspects, but is not required to send in to the State. These structures, like all public infrastructure, steadily decline in condition over time and use, and thus require periodic maintenance to remain safe for travel. Similar to the roads, deferred maintenance leads to shorter useful life and costly reconstruction projects as opposed to less costly maintenance procedures.

In 2017, the City undertook a \$827K bridge maintenance project that encompassed six of its bridges and box culverts. This was the first significant bridge maintenance project in 15 years. The project exceeded its budget by 25%. The major contributing factor in the cost overruns was that the field determinations revealed the need for more extensive removal and replacement of bridge decking; most notably, a thicker bridge deck on the Wildwood bridge that was not reflected on the as-built plans. There was also additional traffic control needed as the City requested that the work proceed under live traffic on the Nicholson and Puetz locations. The maintenance tasks were varied on the different bridge structures, but the cost overrun is an indicator that the deterioration was more significant than apparent to the inspectors, and further underscores the importance of keeping on top of bridge maintenance.

In 2016, with the help of State grants, two City bridges (Nicholson and Marquette) were completely replaced. Total cost of the two bridge projects was about \$1.1 million. The grants helped such that the City’s cost share was just about \$420K (38% of the total cost).

The figures shown here lead to a recommendation for the establishment of a sinking fund to be able to conduct these periodic bridge maintenance and replacement projects without having to find the large funding total all at one time. This would also allow for more frequent, but smaller and less costly, maintenance procedures to be completed. Bridge replacement projects will always need to utilize grant funds since they are such large ticket items, but the sinking fund could also serve as the local cost share source.

The policy team concluded and recommends an annual funding goal of \$75,000 be earmarked for a sinking fund for bridge maintenance.

3) STREET LIGHT SYSTEM REPAIR BUDGET, POSSIBLE L.E.D. CONVERSION

As previously stated, a separate Strategic Action Plan policy team is presently analyzing a capital improvement plan for the City’s streetlighting grid. Their analysis includes a possible conversion to LED lighting to both improve lighting and save on energy costs. The staff will weave the goals of that analysis into this report upon its conclusion. The potential

funding alternatives (and recommendations) for work on the streetlighting infrastructure are the same as contained in this report.

B. MAXIMIZING INFRASTRUCTURE FUNDING: A FOCUS ON “MAINTENANCE” EFFORTS

Every year the need and challenge to further invest in our public infrastructure grows. This is especially critical on roads, but is also true for other features in the right-of-way such as our bridges and the aging street lighting systems. It is staff's opinion this widening “needs gap” cannot be changed appreciably until the City finds additional funding, employs other methods of maintenance (particularly for roads), or, most likely, some combination of the two is applied.

Exhibit 1 (see Report Appendices) shows a representative pavement deterioration curve. Pavement will show slow and steady decline over the first 75% of its useful life, after which the condition drops precipitously over a relatively short period to a need for major rehabilitation or reconstruction. The key is to take steps to mitigate early-on pavement deterioration and avoid the premature acceleration toward pavement failure that results in the need for major rehabilitations or even full reconstructions, which are more costly. The exhibit illustrates that ample opportunities exist during this early-on period of slower decline to do minor “maintenance” work and further slow the deterioration rate, thus putting off the costlier investment in a major improvement project. Exhibit 2 illustrates that periodic smaller maintenance procedures (green curve) will provide many years of good pavement condition and push the need for the major project well into the future, versus the “do-nothing” (red) curve.

Thus, the question is - how can more early life cycle maintenance be completed while still tackling the larger scale road improvement needs? In recent years, City staff has employed revised methods on the larger road rehabilitations to increase the length of improved lane miles as funding levels have remained stagnant (approximately \$660,000 per year for these types of projects). The revised methods are shown in the tables on Exhibits 3 and 4. Engineering staff works to stay abreast of new and better maintenance processes. The biggest factors in pavement decline and failure are traffic loadings, ultraviolet ray (sun) surface damage, and water intrusion into the pavement structure. Damaging effects of water intrusion, especially in this climate where freeze-thaw cycles are hard on pavement, cannot be understated. Those in the industry agree that proper crack sealing of pavement is effective in slowing the rate of deterioration; it helps keep water from infiltrating and compromising the pavement's “foundation”. Thus, the City should strongly consider planning and funding a larger scale crack sealing effort. The City does conduct crack sealing yearly; however, budget, staffing, and workload demands limit how much of this can be completed by City forces in any given year. Other road maintenance treatments local governments are considering include seal coating, fog seals, pavement rejuvenators, and chip or slag seals. These have not been part of our maintenance toolbox to this point, but appear to be viable options to achieve the benefits of early pavement life maintenance.

Quality Infrastructure, Amenities and Services and Financial Stability are two of the critical success factors established in the City's Strategic Action Plan. As such, it is important to always look to improve the methods employed as we work to maintain and even improve

the City's infrastructure to get the most benefit for the taxpayers' dollar. In this effort, we are compelled to explore if special assessing costs for road rehabilitations or reconstructions would be a viable way to recoup at least a portion of the funding, so that it could be reinvested into further lane mile improvements. Exhibits 5, 6 and 7 show how a 5-year maintenance plan can utilize additional funding (using other sources and not special assessing), and incorporate early pavement life maintenance (on roads rated 5 to 7) to improve overall condition rating and reduce the backlog of roads in need of pavement maintenance.

C. DEFINING THE CITY FUNDING GAP

1) ROAD MAINTENANCE NEEDS

Under current practices, the City is realizing a decline in the average road condition rating, and a growing backlog of roadwork needs. The analysis depicted on Exhibit 5 (current spending of \$660K/year), Exhibit 6 (spending an additional \$340K/year) and Exhibit 7 (spending an additional \$590K/year) in the appendix shows the positive effects of increasing the annual funding for roadwork. It makes sense that spending more money will yield better results; the larger point is that spending the additional funding *wisely* will maximize those results. Therefore, the conclusion and recommendation of the policy team is that any additional funding be used to include a large "maintenance" component of the annual roadwork contract; that is, spending additional funding on early pavement life treatments on roads rated 5-7.

The analysis shows:

- Applying additional funding toward early-life maintenance of higher rated roads (those rated 5-7) over a five-year plan will result in approximately 30% more roads being rated 7 or better than if that additional funding was applied only to traditional rehabilitation projects on lower rated roads. This is in line with the recommendations presented throughout this report.
- Additional funding being utilized over a five-year plan will reduce the backlog of roadwork needs. This is not a surprise, but the *appropriate* amount of additional funding is what must be identified.
 - Under the current plan of a \$660K budget per year the five-year backlog would be \$5.6 million, and there is no cost differential as we do not deviate from our current path.
 - If \$340K of additional annual funding (making it an annual funding total of about \$1,000,000) is utilized on a substantial amount of early-life maintenance for the five-year period, the backlog is then reduced to \$3.2 million. Factoring the additional five-year expenditure of \$1.7 million minus the \$2.4 million backlog reduction, there is a net "savings" of \$700K.

- Applying an additional \$590K annually (making it an annual funding total of \$1,250,000) with early-life maintenance, the five-year backlog is then reduced to \$1.8 million. Factoring the additional five-year expenditure of \$2.95 million minus the \$3.8 million backlog reduction, there is a net “savings” of \$850K.

Based on the analysis, the policy team concludes and recommends that the more reasonable course is to fund just the additional \$1.7 million over five years to realize a savings of \$700K rather than to fund the additional \$2.95 million for a savings of \$850K. Thus, rounding up, the recommendation is to fund an additional \$350K for annual roadwork, and direct a significant amount of this funding toward early pavement life maintenance on higher rated roads (those rated 5-7). This will keep roads rated higher for longer and reduce the backlog of necessary roadwork.

2) FUTURE BRIDGE MAINTENANCE NEEDS

In the previous section of this report, establishment of a bridge maintenance sinking fund was proposed. There were significant funding shortfalls on the two bridge replacement projects (Nicholson and Marquette) in 2016 and on the bridge maintenance project in 2017. Staff from Engineering, Storm Water and Finance worked to shift some things around to manage this.

The proposed sinking fund would provide adequate funding readily available for bridge maintenance needs, even if they crop up quickly. This would also help in the goal to conduct a regular bridge maintenance project every seven or eight years to slow deterioration and curb higher maintenance needs/costs that would be encountered with a longer duration between projects.

3) STREET LIGHT GRID CAPITAL IMPROVEMENT NEEDS

Forthcoming after the conclusion of the LED/Streetlight CIP policy report (see above).

D. AVAILABLE POLICY ALTERNATIVES TO CONSIDER

Having now defined a target figure for additional annual funding for road work and a bridge maintenance reserve fund, there needs to be a review of potential sources for this funding. In accordance with the City's SAP language, a main focus of this document is an analysis on the use of special assessments to meet this target. The following sections of the report summarize a survey of statewide and regional municipalities' use of special assessments for public improvements, and a brief history of Oak Creek's use of special assessments on some of its various projects over the past twenty years.

SECTION III. SPECIAL ASSESSMENT IN WISCONSIN - THE PRACTICE

A. SURVEY INSTRUMENT

While Wisconsin statutes provide parameters for the legislative scheme in which special assessments are conducted, local governments have a great deal of autonomy for determining what they will assess for, and the methods for assessing. To understand the breadth and types of public works projects, methods, frequency, and other policy features related to special assessment, the Policy Team conducted a local government survey of special assessment policies. To streamline this report, the complete survey results are on file rather than contained herein. The survey results are summarized below.

The survey was sent to a total of 39 Wisconsin municipalities, including all of those in Milwaukee County. Additionally, staff queried other communities of similar size and complexity to the City of Oak Creek. Municipalities outside of Milwaukee County the policy team surveyed include:

Appleton	Manitowoc	Racine
Eau Claire	Mt. Pleasant	Steven's Point
Fond Du Lac	Neenah	Waukesha
La Crosse	Oshkosh	Wausau

***Sheboygan, Kenosha, Muskego, Pleasant Prairie, and South Milwaukee were surveyed but did not respond.*

In total, the City received 34 responses for a response rate of 87%. 15 of the 34 respondents did not utilize special assessments, or only did so for unique projects or other incidental circumstances. Put another way, the 15 communities have not routinely special assessed as a regular practice for funding public works projects.

The survey was broken out by project types, and survey participants were asked about special assessment practices related to: street projects, sidewalk projects, sewer and water main projects, and street lighting projects. Additionally, a distinction was made in the survey questions to understand if special assessing for the above projects was related to new construction/urbanization, or more routine "maintenance" projects.

B. STREET PROJECTS

Of the 34 respondents, 14 (41.2%) special assess for street projects. The survey yielded the following results related to Street projects:

- 9 [26.5%] SA for New Subdivision & Urbanization Projects;
- 12 [35.3%] SA for full Reconstruction Projects;
- 9 [26.5%] SA for Pavement Maintenance Projects;
- 4 [11.8%] SA for New, Urbanization, Reconstructs AND Maintenance;
- Preferred method of SA calculation for street projects is based on *Lineal Foot of lot frontage* with 13 of 14 [92.9%] using this method. One municipality used a *square footage calculation* when assessing for street projects.

C. SIDEWALK PROJECTS

Of the 34 respondents, 16 (41.2%) special assess for sidewalk projects. The survey yielded the following results related to Sidewalk Projects:

- 14 [41.2%] SA for New Sidewalk Construction/Full Replacement;
- 13 [38.2%] SA for Sidewalk Maintenance short of full replacement;
- 11 [32.4%] SA for New Sidewalk/Full Replacement AND Maintenance;
- Preferred method of SA calculation for sidewalk projects is based on *Lineal Foot of lot frontage* with 11 of 14 [78.6%] using this method. Two municipalities use a *square footage calculation* and one municipality uses *actual replacement cost* method.

D. STREET LIGHTING PROJECTS

Of the 34 respondents, 6 (17.6%) SA for street lighting projects. The survey yielded the following results related to street lighting projects:

- 2 [5.9%] SA for annual Operations/Maintenance/Utility costs as special charge on tax bill;
- 4 [11.8%] SA for new construction and placement costs of new street lights;
- There is not a preferred method of SA calculation for street light projects based on the responses. Two communities use a per parcel charge, two communities use Lineal Foot of Lot Frontage, and one community's method was not cited.

E. STORM WATER, WATER & SEWER PROJECTS

Of the 34 respondents, six (17.6%) SA for storm water projects and eight (23.5%) special assess for water and sanitary sewer projects. The policy analysis team suspects the response was incomplete, and that, in fact, more communities do assess for these types of projects, especially for newly-constructed water and sanitary main construction in new residential subdivisions.

F. UNIQUE AND/OR INCIDENTAL PROJECTS

During our survey, the policy team encountered many responses from communities that do not special assess, only special assessed for unique or incidental items, or that have utilized special assessment methods infrequently (or at best, on a case-by-case basis). Communities that do not special assess at all, or not on any particular pattern, are summarized in the graphic below.

Municipality	Notes
Bayside	only SA on voluntary basis for 1 new water expansion project, 100% prop owner cost
Brookfield	only SA handful of times in last 30 years, not a consistency practice
Fox Point	only SA for water/sewer laterals
Greendale	only SA for one shared parking lot in the community
Glendale	Have not had a special assessment project in the last 10 years.
Hales Corners	do not SA
Mt Pleasant	SA for Curb & Gutter and Stormwater only
New Berlin	do not SA
River Hills	do not SA
Shorewood	100% new sidewalk only
Sun Prairie	SA for sewer laterals sporadically for new construction
Superior	SA only for Alley paving
Waukesha	100% new sidewalk only
West Milwaukee	Do not SA
Whitefish Bay	Do not SA

G. METHODS FOR CALCULATING SPECIAL ASSESSMENTS

A secondary outcome of the special assessment survey was to determine methods by which communities go about special assessing. Three assessment methods emerged as “popular” and are summarized below. It must be understood that assessment methods need to satisfy statutes such that the applied assessment method is equitable to the proportionate benefit the property gains from the public improvement:

- 1) **Lineal Foot of Lot Frontage:** a calculation method that determines the proportional benefit based on the lineal footage of frontage on the benefitting lot. This method proved prevalent for street construction/reconstruction, as 13 of the 14 communities assessing for road improvements utilize this method. The method is also prevalent for sidewalk and water/sewer projects and is, in fact, the way the City of Oak Creek has historically special assessed for water/sewer projects. This is seemingly the most popular method among the survey respondents.
- 2) **Square footage:** a calculation method that determines the proportional benefit based on the benefitting lot’s square footage. This comes into play for services such as storm water maintenance and the like, where area of the property affects the service level and thus the benefit level that the service provides.
- 3) **Per Parcel Charges:** a calculation method that determines the public project cost and spreads those costs evenly among the benefitting parcels, notwithstanding the square footage or lineal feet of front of the benefitting parcel. This method is common for sidewalk maintenance (spot improvements) where actual cost of improvements is charged to the benefitting property. This method is also common among communities that special assess or utilize a special charge for street light maintenance and actual energy usage.

H. SPECIAL ASSESSMENT IN MILWAUKEE COUNTY

Among the other 18 cities and villages (not including Oak Creek) comprising Milwaukee County, 16 responded to the survey, for a response rate of 88.9%. South Milwaukee did not

respond to the survey and the City of Milwaukee was not included, as the Policy Team deemed Milwaukee not comparable to Oak Creek.

The 16 respondents were evenly split with eight communities utilizing special assessments in some fashion and the other eight not utilizing special assessments, or only doing so for unique projects or incidental items. However, the results were unique in that with one notable exception (Greendale) the eight communities that utilize special assessments are the County's largest in population, and most comparable to the City of Oak Creek.

I. SURVEY CONCLUSIONS

The survey results indicate a wide range of special assessment practices by Milwaukee County municipalities and by others across the state that are similar in size to Oak Creek. Nearly half of all surveyed communities that responded do not special assess at all. Those that special assess do so for a variety of project types so there is not a predominant practice demonstrated.

One conclusion that stands out is that communities located within Milwaukee County, particularly those that more closely resemble Oak Creek in size and population, actually do utilize the special assessment process to charge benefitting properties for public improvement projects. Thus, should Oak Creek decide to pursue a more proactive policy of special assessing for public improvement projects, it would not be an outlier in this regard.

SECTION IV. HISTORY AND PAST PRACTICES OF SPECIAL ASSESSING IN OAK CREEK

State Statutes and the Oak Creek Municipal Code (Sec. 3.200) give the City the right to levy special assessments for public improvement projects to adjacent benefitting property owners. This is presented in detail as Exhibit 8 in the Appendix of this document. This includes new construction as well as reconstruction projects that provide benefits to the affected properties. With the exception of the Water and Sewer Utility, the City has special assessed for public improvement projects on relatively few occasions over the last few decades.

1. The Water and Sewer Utility has consistently special assessed benefitting property owners for installation of new public sanitary sewer and water distribution facilities, including the private laterals where none existed prior.
2. On the E. Drexel Avenue reconstruction project (1996), the road was expanded from two-lane rural to four-lane urban with curb and gutter, storm sewer and street lighting added. Work that was special assessed back to the adjacent property owners included the curb and gutter, driveways and the public sidewalk/pathway. This project had 80% State funding so even the work that was special assessed was at just 20% of the full cost.
3. Road improvements to the Northbranch and Southbranch industrial parks were special assessed (three projects in 2001, 2005 and 2007). Full cost of the projects were assessed and the work included addition of curb where none existed prior, reconstruction of driveways, repaving of the travel lanes and upgrades where necessary to the street lighting, signage, and storm sewer. The Southbranch project utilized an "assessment district" set-up, where properties that fronted the improved roads were charged a "per lineal foot" rate and

a flat rate, and the remaining properties that did not front the improved roads, yet used them as their primary access, were assessed just the flat rate.

4. Street lighting on 27th Street (2002) was 100% special assessed on a “per lineal foot” of property frontage basis. It was a shared project with the City of Franklin, and both Oak Creek and Franklin special assessed fronting properties along their respective sides of the road.
5. Centennial Drive from Country Drive to Howell Avenue was special assessed in phased projects between 1995 and 2001. Full cost of the projects were special assessed back to the benefitting fronting properties including utilities, street lights, all sidewalks, curb, and pavement.

Staff notes that the City stopped assessing sidewalk trip hazard repair projects (replacement of failed slabs) in 2000. The reasoning at the time was that staff administrative time was disproportionate to the level of revenue recovered. Generally, one of these sidewalk repair contracts has taken place every two or three years and has averaged about \$70,000 in value, which the Council funded through the respective year’s CIP.

Additionally, there had been a few proposed projects over the past several years that previous Councils abruptly discontinued upon strong public opposition to special assessments. One project was in Rowan Estates that generated from drainage complaints, and had reached the finished design plans stage. A previous Council canceled one project in Flynn subdivision upon conceptual plans and special assessment estimates. The most recent project was along the north section of Fitzsimmons Road, east of Howell Avenue, for the addition of curb and storm sewer to match the rest of the road. Again, all of these projects faded away upon the realization that the cost of the work would be special assessed against the benefitting properties.

SECTION V. SPECIAL ASSESSMENTS – POLICY CONSIDERATIONS

If the City decides to special assess for public road improvements, a policy booklet would have to be adopted, one that outlines what types of work will be assessed and with what target level of cost recovery in order for the City to achieve its goals.

Road work can be classified from lower-level “Maintenance”, further up the scale to “Rehabilitation”, and even further up to “Reconstruction”. One other category could be classified as “Urbanization”.

1. “Maintenance” includes all methods that are applied in the effort to slow pavement deterioration. Minor patching, crack sealing, and various surface sealers make up this category.

Maintenance processes are the early pavement life procedures that are so important in preserving higher-condition ratings and extending pavement life. Staff strongly recommends a larger maintenance effort on the City’s roads. It follows that this would

require an increase in committed funding. Maintenance may be work that does not necessarily need to be special assessed against benefitting properties.

2. "Rehabilitation" includes procedures that leave much of the existing facility in place as part of the improved finished product. This would include mill and overlay, pulverize and overlay, crack seal and overlay, and major patching.

The result of a completed rehabilitation project is a road that is close to a "like new" finished product. The cost of rehabilitation projects is higher than that of maintenance, but the benefits are apparent. Thus, a rehabilitation project may very well warrant special assessing at least some portion of the costs back to the benefitting properties. Staff suggests that a fair way to do this is to special assess *just* the cost of the asphalt paving back to the adjacent property owners. Other ancillary work items such as sawing, milling, shouldering, pavement markings, minor patching, minor curb replacements, etc. could be paid under the current practice of utilizing the City's budgeted CIP allocation.

This concept is illustrated in the calculation that follows. The last two larger road rehabilitation projects in 2015 and 2017 contained asphalt paving costs that accounted for 46.5% and 52.2% of the overall construction cost for those two respective contracts. This cost could be averaged and rounded to 50%. The analysis also breaks down costs for two strictly local (residential subdivisions) road rehabilitations, showing a potential special assessment of about \$2,500 per lot.

SAMPLE CALCULATIONS FOR REHABILITATION-TYPE PROJECTS

1A. 2015 Road Rehabilitation Projects

Total Rehabilitation Cost: \$1,280,910

Total Asphalt Paving Cost: \$595,024

Asphalt Paving as Percentage of Total Cost: $\$595,024 \div \$1,280,910 = 46.5\%$

1B. 2017 Road Rehabilitation Projects

Total Rehabilitation Cost: \$1,027,846

Total Asphalt Paving Cost: \$536,510

Asphalt Paving as Percentage of Total Cost: $\$536,510 \div \$1,027,846 = 52.2\%$

2A. Belmont Place Subdivision

Total Rehabilitation Cost: \$58,738

Total Asphalt Paving Cost: \$30,778

Asphalt Paving as Percentage of Total Cost: $\$30,778 \div \$58,738 = 52.4\%$

Total Lot Frontage: 1,377 LF

Asphalt Paving Cost/LF: $\$30,778 \div 1,377 \text{ LF} = \$22.35/\text{LF}$

Average Lot Frontage: $1,377 \text{ LF} \div 12 \text{ Lots} = 114.75 \text{ LF}$

Cost per Average Lot: $\$22.35 \times 114.75 = \$2,565$

2B. Wood Creek Subdivision

Total Rehabilitation Cost: \$145,401

Total Asphalt Paving Cost: \$93,801

Asphalt Paving as Percentage of Total Cost: $\$93,801 \div \$145,401 = 64.5\%$

Total Lot Frontage: 5,401 LF

Asphalt Paving Cost/LF: $\$93,801 \div 5,401 \text{ LF} = \$17.37/\text{LF}$

Average Lot Frontage: $5,401 \text{ LF} \div 38 \text{ Lots} = 142.13 \text{ LF}$

Cost per Average Lot: $\$17.37/\text{LF} \times 142.13 \text{ LF} = \$2,469$

3. "Reconstruction" is the complete removal and reconstruction with full pavement section, and would include capacity expansion projects.

These projects require the highest level of construction effort and resources, and thus are the costliest. Special assessments would return at least some percentage of that financial outlay to defray a portion of these high costs. The policy would have to define how assessments would be calculated fairly and this would likely be based on road classification (local, collector, arterial), whether the project is a capacity expansion, and whether the reconstruction may have become necessary due to a major development project. With the primary function of collector and arterial roads being the efficient movement of traffic rather than serving adjacent properties, special assessment calculations would need to factor in a limit on how much of the project gets assessed back to the adjacent properties. Consideration should be given to the idea of special assessing just the cost of reconstructing a single lane of traffic to the fronting property owners. In addition, a targeted percent cost recuperation, 60-65% for example, could be applied. Targeting a percentage of the costs through special assessments on reconstruction projects could be defensible when you acknowledge that the existing road provides a benefit. So while a reconstructed road is not an entirely new benefit, it could be argued that it is an *enhanced* benefit.

4. "Urbanization" is the process of improving a rural section of road (aggregate shoulders, roadside drainage ditches, no curbs, storm sewer or sidewalks) to an urban section complete with curbs, storm sewer, sidewalk, and lighting.

Urbanization projects seem the likeliest type to be special assessed. Section V of this report outlines how the City has assessed these projects on multiple occasions in the past. With urbanization projects including the addition of curb, storm sewer, sidewalks and lighting, there is a clear rationale that new benefits for the adjacent properties exist.

SECTION VI. BENEFITS, PITFALLS, AND ALTERNATIVES TO CONSIDER

A. BENEFITS

The benefit of special assessing some or all of the costs of road improvement projects is the revenue that assessing generates for further road maintenance, eventually improving average overall condition ratings and reducing the backlog of maintenance needs.

The finished projects are physical improvements to a road or utility, and thus are tangible benefits for the fronting property owners who are being special assessed.

The 2016 Cobalt Survey (Exhibits 9 through 14 in the Appendix) provided some positives regarding citizen value placed on good public roads, utilities, and street lighting.

B. PITFALLS

Although the Cobalt Survey showed citizens placed value on quality infrastructure, the amount respondents were willing to pay in additional taxes was relatively low (less than \$100). In addition, there was not significant support for special assessing to cover additional spending, just 18% in favor. Potential pitfalls of special assessing include:

- Special assessments can lead to difficulty in arriving at consensus on a fair assessment rate based on the specific road section and type of improvement;
- Special assessments are typically enjoined by spirited opposition by affected property owners being special assessed (lack of understanding and acceptance);
- Special assessment projects can be politically challenging;
- Special assessments can delay or kill a necessary project;
- Special assessment process will extend project timelines;
- Special assessment projects will demand greater staff time commitment, negatively affecting output on other community projects and issues;
- Special assessment projects will be under intense public scrutiny from start to finish.

C. ALTERNATIVE SOURCES OF ADDITIONAL CAPITAL FUNDING

While special assessment is a common funding strategy among municipalities to generate revenue for further maintenance and improvements to public infrastructure, there exists other potential methods to consider in pursuit of the City's target funding figures. Available alternatives are as follows:

1. **Establishing an Incremental Levy Increase-** The City could produce a plan that incrementally increases the levy annually for a period of years. For example, Council could stipulate and prioritize that the first \$125,000 of discretionary spending shall be used to increase the CIP up to the additional funding goals outlined for road, bridge and street light system maintenance. This approach does not take into account other budgetary factors such as personnel costs, increased public safety personnel needs, energy costs, etc., nor does it account, on the surface, for limitations of state levy limits and the Expenditure Restraint program. ***Simply put, the City cannot rely exclusively on disciplined budgeting, and the City would need to deploy this alternative in concert with one or several of the preferred funding alternatives below.*** Further, relying on this alternative is presuming additional budgetary flexibility will exist over the next few budget cycles.

2. **Creation of a special charge on the property tax bill for public street lighting (energy, operations, and maintenance costs)-** Wisconsin State Statutes enable municipalities to impose a fee (“special charge”) on properties to cover the costs of street lighting energy, operations and maintenance. Communities can (and some already do) charge back the street lighting costs as a “special charge” per parcel on the property tax bill. City costs are approximately \$710,000 each year for street lighting operation, maintenance, and staffing costs. These costs could be “charged back” to property owners, thereby freeing up general property tax levy capacity for use on increased road maintenance, bridge maintenance reserve funding, and street lighting system upgrades. Research shows that this is becoming more common across the state. In sum, this method treats street lighting as its own “utility” with a dedicated funding source to support it coming from the special charges per parcel.

This alternative has the potential to be a central strategy for the City moving forward, and is highly recommended by the Policy Team. If the Council has strong interest in pursuing this alternative, Council could direct staff for a more in-depth study of which communities use this alternative, and how they equitably implement it.

3. **Strategic borrowing for infrastructure projects –** State Statutes provide that the City can add payments on funding borrowed for public works projects to the tax levy. Accordingly, under this option restrictive levy limits do not apply and the limited CIP funding is freed up for other uses, such as increased road maintenance. In sum, increased borrowing is not a fiscally prudent way to solve the City’s CIP funding gap in the medium and long term. ***Unless directed otherwise, the Policy Team is not giving this alternative further consideration.*** We note, however, there will certainly be a time and place to use borrowing for major capital projects in the future, but not as a means to enhance annual funding availability as is truly the goal of this report. Further, this report’s focus on “maintenance” efforts does not logically jive with a borrowing strategy.

4. **Local vehicle registration fee**– The City could pursue the enactment of a local vehicle registration fee to add funding for road improvements. This would be collected as an additional fee during the regular state vehicle registration process. On the plus side, once established this would be an ongoing source of funding for road maintenance projects. Note, however, that based on what local governments have seen with the recent attempts in Milwaukee County and Port Washington, among others, to add this type of fee, this alternative carries among the highest potential for public opposition.

As of December 2017, 25 municipalities in Wisconsin utilized a local vehicle registration fee (see Exhibit 15). The fee average across the state is \$19/vehicle. Governments that have enacted a vehicle registration fee include 14 cities, six counties, four villages, and one township.

Per the Dept. of Revenue, the City has approximately 28,900 registered passenger vehicles that could be subject to a registration fee. Multiplying that by the average \$19/vehicle fee would yield an approximate sum of \$549,460 to contribute to annual infrastructure maintenance. If the City enacted something less, \$10/vehicle for example, gross revenue would total \$289,000. The above figures do not include a state administrative fee of 17 cents/vehicle.

The Council should direct the staff to explore further if there is any political appetite for this funding alternative. ***Unless directed otherwise, the Policy Team is not giving this alternative further consideration.***

5. **Public Referendum to exceed levy limits**- Levy limits placed on local property taxes by the State in 2005 established that municipal leadership looking to exceed levy limits must do so with approval of the voting public via referendum. A recent article written by Curt Witynski, Deputy Executive Director of the League of Wisconsin Municipalities, indicates that these types of referendums have passed 31 times since 2006. This compares to an estimated 50 failing referendums in that same timeframe. Success depends on a clear and convincing message on the need, real public interest in the issues, and ultimate buy-in on the merits of the referendum's goals. Municipalities have used these referenda to increase revenue to preserve service levels of fire and rescue, police, and in some instances for public infrastructure upkeep. ***Unless directed otherwise, the Policy Team is not giving this alternative further consideration.***
6. **Strategic use of TID 7 Finances to create additional capacity under the general property tax levy**- Utilize TID 7 to accommodate debt on the 2012 Drexel Interchange and Drexel Avenue improvements, which the City currently funds in part by the general property tax levy. Essentially, the City could shift debt service from the levy to TID 7 and fill the vacated levy space with funding for roads, bridges, and the street lighting

system without negatively affecting general property taxes. The City contemplated funding the Drexel Avenue projects in part in the original TID 7 Project Plan; however, the finances of TID 7 in 2012 could not support the costs. Presently, pending projects with significant increment for TID 7 are coming to fruition, which allows the City to maximize financial capacity in TID 7 while it is still active. ***This alternative has the potential to be a central strategy for the City moving forward, and is highly recommended by the Policy Team.***

SECTION VII. CONCLUSIONS AND NEXT STEPS

What follows is not only a summary of the policy recommendations the Policy Team recommends the Council consider, but also other actions and activities that should or should not be undertaken given the policy decision.

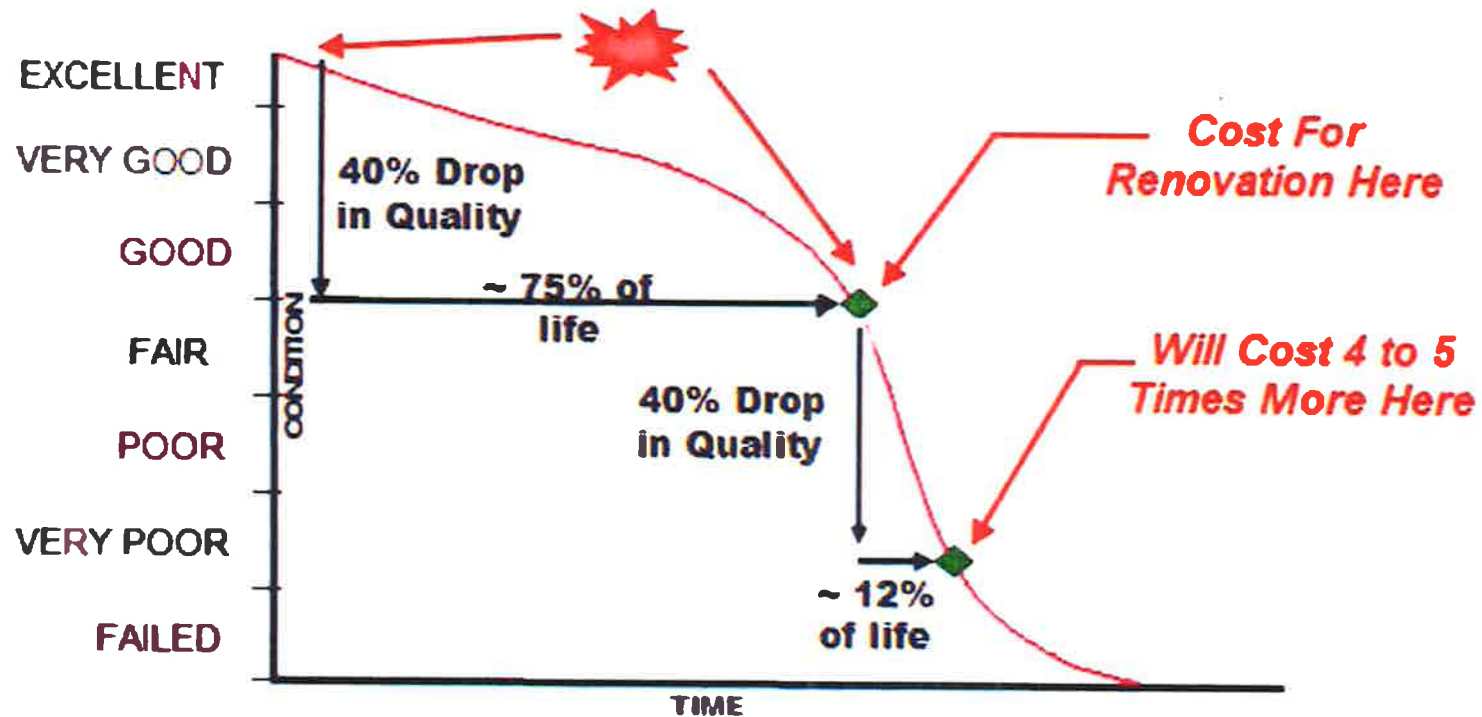
1. The City should not implement special assessments for road maintenance and/or rehabilitation projects as more logical and viable funding strategies exist for the City to pursue;
2. If the Common Council chooses to pursue a policy of special assessing for a wider array of public improvement projects, it should develop a policy booklet defining its special assessment goals and practices, as well as defining what activities are considered “maintenance vs. rehabilitation vs. reconstruction vs. urbanization”, and what assessment recovery (% of costs) goal each carries;
3. Funding, particularly for roads and bridges, needs to be prioritized/directed toward “maintenance” efforts to maintain higher condition ratings and extend useful life. (“Cut-out-the-middle” theory: keep roads above PASER 5 through advancing preventive maintenance and set aside funds for bridge work);
4. The City should maintain its past practices for special assessing fully for road urbanization projects and reconstruction projects where new features are introduced that benefit the adjacent properties (i.e. new sidewalk/pedestrian trail, lighting, storm sewer, curb and gutter, etc.). Recommended cost recovery through special assessing is 100% of these project costs;
5. The City should strongly consider “special charging” for street light capital improvements and energy consumption/operational costs. Not only could this achieve greater funds to handle needed rehabilitation of the street light system (pole and fixture replacement/retrofits, wiring maintenance, controllers, etc.), but a significant portion of the levy relief provided by shifting to a special charge could be directed to the CIP for the well-documented and much-needed increase in road and bridge maintenance activities;

6. The City should handle routine and spot “maintenance” for sidewalks with existing CIP funding sources. The City moved away from assessing for sidewalks around 2000 when the Council agreed that the administrative effort versus funding recuperation was not worth the size of sidewalk repair projects that are undertaken. The City should maintain this policy position. New sidewalk placement, with either new construction or urbanization, should continue to be the developer’s responsibility and/or 100% assessable to benefitting property owners;
7. The policy team is not recommending any changes to the traditional special assessment practices for/within the City Water and Sewer Utility;
8. The City should not consider a local vehicle registration fee. The proposed funding benefits do not outweigh the policy pitfalls, especially considering more viable policy alternatives (funding sources) are available;
9. The City should not rely on strategic borrowing for infrastructure maintenance projects. Certain projects given scope or character may require borrowing, but the City should not rely on this funding to meet the annual funding goals outlined in this report;
10. The City should not look to a public referendum to exceed the levy limit capacity as a source of funds for infrastructure maintenance funding;
11. The City should examine strategic use of remaining years in the life of TID 7, which could support debt for TID-related projects (Drexel Road/Interchange) that the City currently funds in large part by the general property tax levy.

APPENDIX

- EXHIBITS 1 THRU 7 – LIFE CYCLE AND PAVEMENT REHABILITATION ANALYSIS
- EXHIBIT 8 - SPECIAL ASSESSMENTS IN WISCONSIN – THE THEORY AND THE LAW
- EXHIBITS 9 THRU 14 – COBALT SURVEY (Pertinent Sections)
- EXHIBIT 15 - WI MUNICIPALITIES WITH LOCAL VEHICLE REGISTRATION FEES

Typical Pavement Condition Life Cycle



 = *Region of Opportunity For Maximizing Expenditure Benefit*

Exhibit 1

*Pavement Management with
"Good Roads Cost Less"
Preservation Strategies*

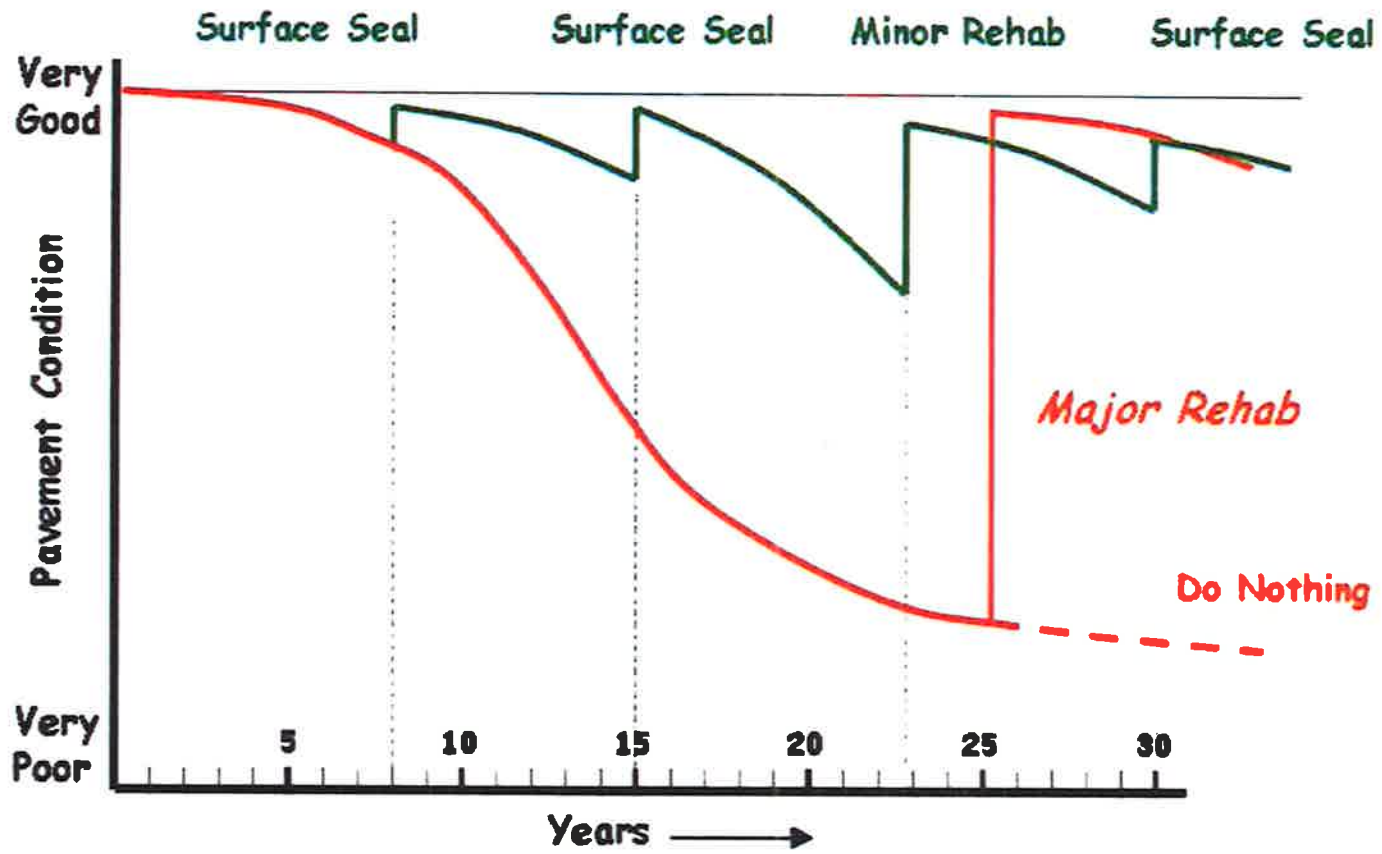


Exhibit 2

PASER RATING

HMAC/COMPOSITE PAVEMENT MAINTENANCE MATRIX

	PAST METHOD	CURRENT METHOD	FUTURE METHOD
1	<u>URBAN</u> <ul style="list-style-type: none"> • <u>MINOR</u> – RECONSTRUCT TO 6-INCH HMA OVER 8-INCH CABC • <u>LOCAL/LOW USE</u> – RECONSTRUCT TO 5-INCH HMA OVER 8-INCH CABC 	<u>URBAN</u> <ul style="list-style-type: none"> • <u>MINOR</u> – RECONSTRUCT TO 6-INCH HMA OVER 8-INCH CABC • <u>LOCAL/LOW USE</u> – RECONSTRUCT TO 5-INCH HMA OVER 8-INCH CABC 	<u>URBAN</u> <ul style="list-style-type: none"> • <u>MINOR</u> – RECONSTRUCT TO 8-INCH PCC OVER 6-INCH CABC • <u>LOCAL/LOW USE</u> – RECONSTRUCT TO 4.25-INCH HMA OVER 9-INCH CABC
	<u>RURAL</u> <ul style="list-style-type: none"> • <u>MINOR</u> – RECONSTRUCT TO 6-INCH HMA OVER 8-INCH CABC • <u>LOCAL/LOW USE</u> – PULV & PLACE 3.5-INCH HMA 	<u>RURAL</u> <ul style="list-style-type: none"> • <u>MINOR</u> – RECONSTRUCT TO 6-INCH HMA OVER 8-INCH CABC • <u>LOCAL/LOW USE</u> – PULV & PLACE 3.5-INCH HMA 	<u>RURAL</u> <ul style="list-style-type: none"> • <u>MINOR</u> – RECONSTRUCT TO 8-INCH PCC OVER 6-INCH CABC • <u>LOCAL/LOW USE</u> – RECONSTRUCT TO 4.25-INCH HMA OVER 9-INCH CABC
2	<ul style="list-style-type: none"> • <u>MINOR</u> – MILL, PULV & SHAPE, PLACE 5-INCH HMA • <u>LOCAL/LOW USE</u> – MILL, PULV & SHAPE, PLACE 3.5-INCH HMA 	<ul style="list-style-type: none"> • <u>MINOR</u> – MILL, PULV & SHAPE, PLACE 5-INCH HMA • <u>LOCAL/LOW USE</u> – MILL, PULV & SHAPE, PLACE 3.5-INCH HMA 	<ul style="list-style-type: none"> • <u>MINOR</u> – RECONSTRUCT TO 8-INCH PCC OVER 6-INCH CABC • <u>LOCAL/LOW USE</u> – MILL, PULV & SHAPE, PLACE 3.5-INCH HMA
	<ul style="list-style-type: none"> • <u>MINOR</u> – MILL, PULV & SHAPE, PLACE 5-INCH HMA • <u>LOCAL/LOW USE</u> – MILL, PULV & SHAPE, PLACE 3.5-INCH HMA 	<ul style="list-style-type: none"> • <u>MINOR</u> – MILL, PULV & SHAPE, PLACE 5-INCH HMA • <u>LOCAL/LOW USE</u> – MILL 3.5-INCH & PLACE 3.5-INCH HMA 	<ul style="list-style-type: none"> • <u>MINOR</u> – MILL, PULV & SHAPE, PLACE 5-INCH HMA • <u>LOCAL/LOW USE</u> – B1MILL 3.5-INCH & PLACE 3.5-INCH HMA
3	<ul style="list-style-type: none"> • <u>MINOR</u> – MILL, PULV & SHAPE, PLACE 5-INCH HMA • <u>LOCAL/LOW USE</u> – MILL, PULV & SHAPE, PLACE 3.5-INCH HMA 	<ul style="list-style-type: none"> • <u>MINOR</u> – MILL, PULV & SHAPE, PLACE 5-INCH HMA • <u>LOCAL/LOW USE</u> – MILL 3.5-INCH & PLACE 3.5-INCH HMA 	<ul style="list-style-type: none"> • <u>MINOR</u> – MILL, PULV & SHAPE, PLACE 5-INCH HMA • <u>LOCAL/LOW USE</u> – B1MILL 3.5-INCH & PLACE 3.5-INCH HMA
	<p>SAME AS PASER RATING 3</p>	<ul style="list-style-type: none"> • <u>MINOR</u> – MILL 3.5-INCH & PLACE 3.5-INCH HMA • <u>LOCAL/LOW USE</u> – MILL 2.5-INCH & PLACE 2.5-INCH HMA 	<ul style="list-style-type: none"> • <u>MINOR</u> – MILL 3.5-INCH & PLACE 3.5-INCH HMA • <u>LOCAL/LOW USE</u> – MILL 2.5-INCH & PLACE 2.5-INCH HMA
4	<p>SAME AS PASER RATING 3</p>	<p>SAME AS PASER RATING 3</p>	<p>SAME AS PASER RATING 3</p>
5	<p>NONE</p>	<p>NONE</p>	<p>SEALCOAT WITH PATCHING OR THIN HMAC OVERLAY (3/4-INCH)</p>
6	<p>NONE</p>	<p>NONE</p>	<p>SINGLE SEALCOAT</p>
7	<p>LIMITED CRACK SEALING (APPROX. 5 MILES – INCLUDES BOTH ASPHALT & CONCRETE ROADS)</p>	<p>LIMITED CRACK SEALING (APPROX. 5 MILES – INCLUDES BOTH HMAC & CONCRETE ROADS)</p>	<p>CRACK SEALING</p>

Exhibit 3

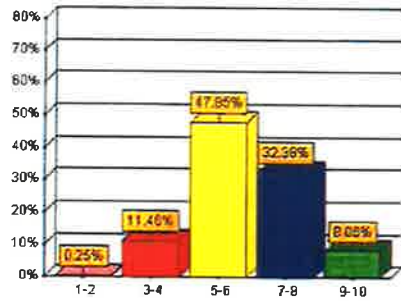
PASER RATING

CONCRETE PAVEMENT MAINTENANCE MATRIX

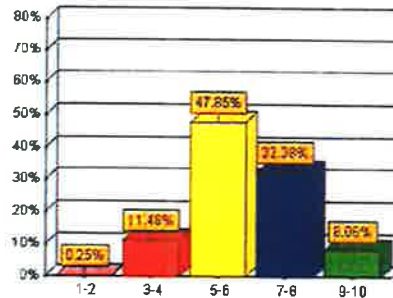
	PAST METHOD	CURRENT METHOD	FUTURE METHOD
1	<ul style="list-style-type: none"> • <u>MINOR</u> – RECONSTRUCT TO 6-INCH HMA OVER 8-INCH CABC • <u>LOCAL/LOW USE</u> – RECONSTRUCT TO 5-INCH HMA OVER 8-INCH CABC 	<ul style="list-style-type: none"> • <u>MINOR</u> – RECONSTRUCT TO 6-INCH HMA OVER 8-INCH CABC • <u>LOCAL/LOW USE</u> – RECONSTRUCT TO 5-INCH HMA OVER 8-INCH CABC 	<ul style="list-style-type: none"> • <u>MINOR</u> – RECONSTRUCT TO 8-INCH PCC OVER 6-INCH CABC • <u>LOCAL/LOW USE</u> – RECONSTRUCT TO 4.25-INCH HMAC OVER 8-INCH CABC
2	SAME AS PASER RATING 1	SAME AS PASER RATING 1	SAME AS PASER RATING 1
3	<ul style="list-style-type: none"> • <u>MINOR</u> – RECONSTRUCT TO 6-INCH HMA OVER 8-INCH CABC • <u>LOCAL/LOW USE</u> – RECONSTRUCT TO 5-INCH HMA OVER 8-INCH CABC 	<ul style="list-style-type: none"> • <u>MINOR</u> – MILL VARIABLE DEPTH, BASE PATCH, CRACK & SEAT, 3-INCH HMAC OVERLAY • <u>LOCAL/LOW USE</u> – MILL VARIABLE DEPTH, BASE PATCH, VARIABLE DEPTH (AVG. 3 -INCH) HMAC OVERLAY 	<ul style="list-style-type: none"> • <u>MINOR</u> – BASE PATCH, CRACK & SEAT, 3-INCH HMAC OVERLAY • 81 • <u>LOCAL/LOW USE</u> – MILL VARIABLE DEPTH, BASE PATCH, VARIABLE DEPTH (AVG 3 -INCH) HMAC OVERLAY
4	SAME AS PASER RATING 3	<ul style="list-style-type: none"> • <u>MINOR</u> - MILL VARIABLE DEPTH, BASE PATCH, 3-INCH HMAC OVERLAY • <u>LOCAL/LOW USE</u> – MILL VARIABLE DEPTH, BASE PATCH, VARIABLE DEPTH (AVG. 2.5-INCH) HMAC OVERLAY ATING 3 	<ul style="list-style-type: none"> • <u>MINOR</u> - BASE PATCH, 3-INCH HMAC OVERLAY • <u>LOCAL/LOW USE</u> – MILL VARIABLE DEPTH, BASE PATCH, VARIABLE DEPTH (AVG 2.5-INCH) HMAC OVERLAY
5	LIMITED PATCH WORK (LESS THAN \$10,000)	LIMITED PATCH WORK (LESS THAN \$10,000)	PATCHING & JOINT REPAIR
6	NONE	NONE	PATCHING, CRACK SEALING, JOINT SEALING
7	LIMITED CRACK SEALING (APPROX 5 MILES – INCLUDES BOTH ASPHALT & CONCRETE ROADS)	LIMITED CRACK SEALING (APPROX. 5 MILES – INCLUDES BOTH HMAC & CONCRETE ROADS)	JOINT SEALING

Exhibit 4

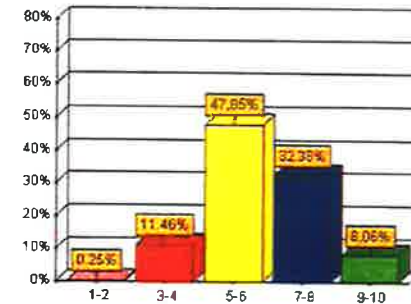
CITY OF OAK CREEK
PAST PAVEMENT PLAN
\$660,000/YEAR



CITY OF OAK CREEK
CURRENT PAVEMENT PLAN
\$660,000/YEAR

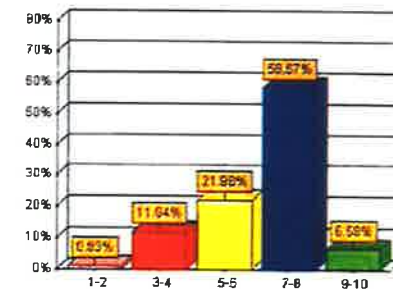
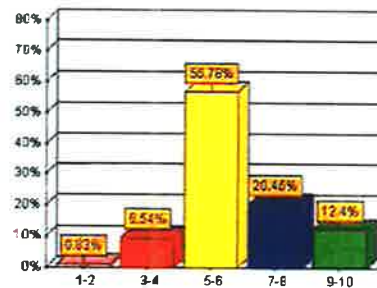
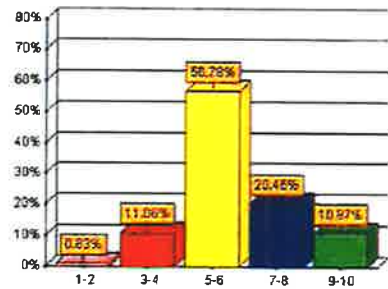


CITY OF OAK CREEK
CURRENT PAVEMENT PLAN
WITH ADDITIONAL
MAINTENANCE PRACTICES
\$660,000/YEAR

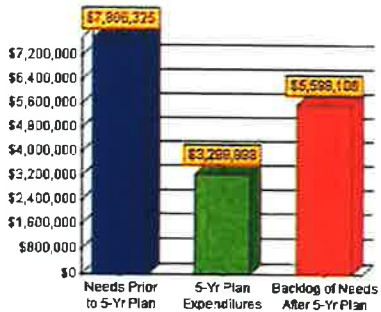
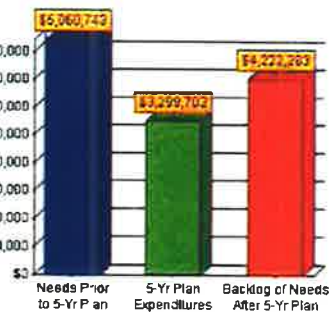
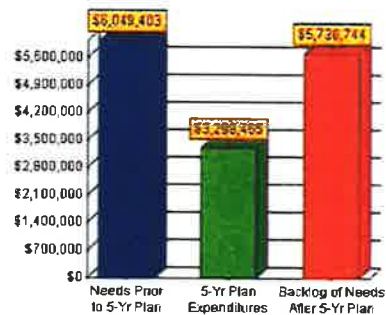


CONDITION
BEFORE
PLAN

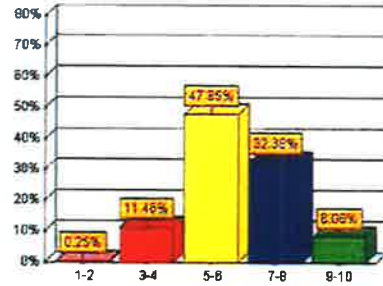
CONDITION
AFTER
PLAN



PAVEMENT
NEED &
EXPENDITURE
GRAPH

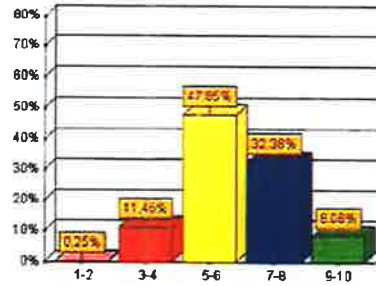


CITY OF OAK CREEK
PAST PAVEMENT PLAN
\$1,000,000/YEAR

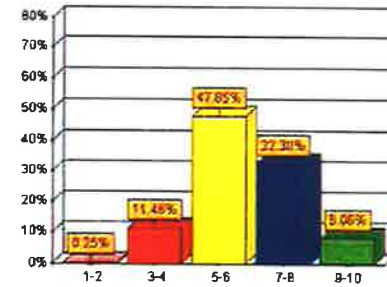


CONDITION
BEFORE
PLAN

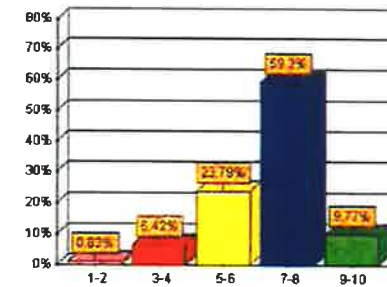
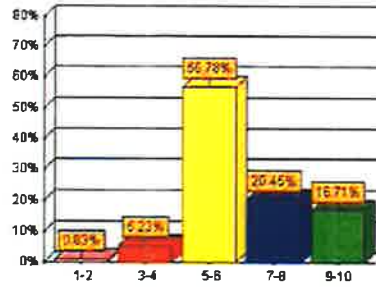
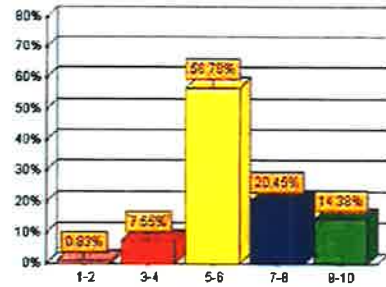
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CURRENT PAVEMENT PLAN
\$1,000,000/YEAR



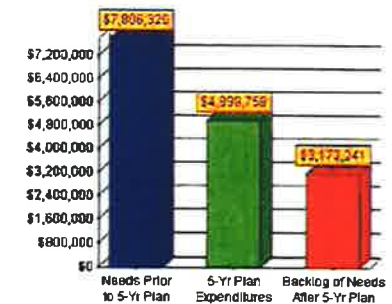
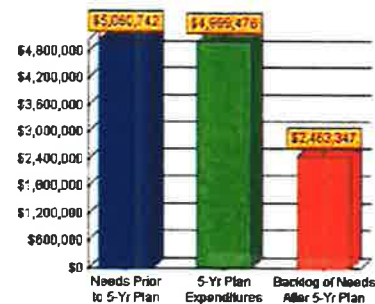
CITY OF OAK CREEK
CURRENT PAVEMENT PLAN
WITH ADDITIONAL
MAINTENANCE PRACTICES
\$1,000,000/YEAR



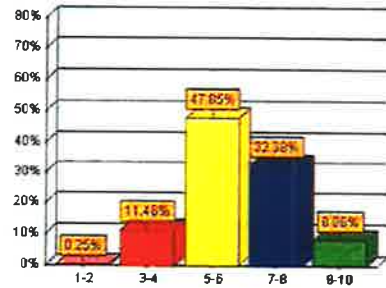
CONDITION
AFTER
PLAN



PAVEMENT
NEED &
EXPENDITURE
GRAPH

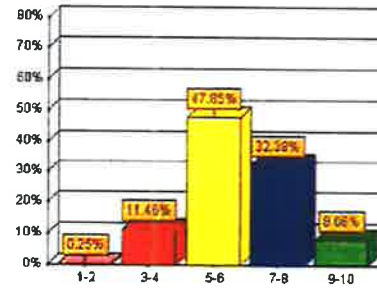


CITY OF OAK CREEK
PAST PAVEMENT PLAN
\$1,250,000/YEAR

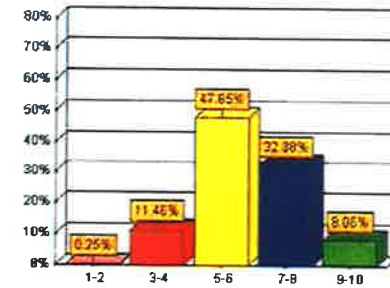


CONDITION
BEFORE
PLAN

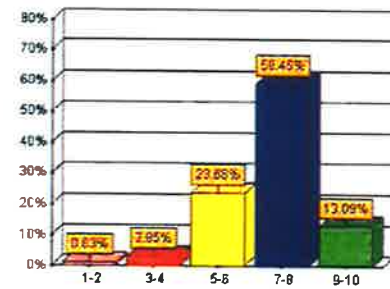
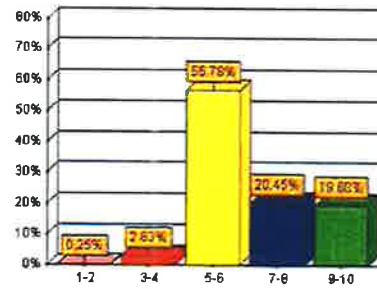
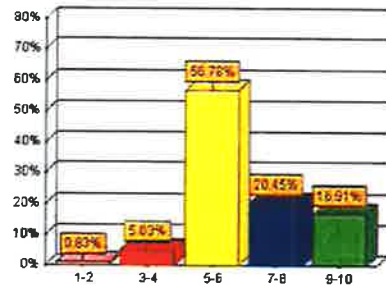
CITY OF OAK CREEK
CURRENT PAVEMENT PLAN
\$1,250,000/YEAR



CITY OF OAK CREEK
CURRENT PAVEMENT PLAN
WITH ADDITIONAL
MAINTENANCE PRACTICES
\$1,250,000/YEAR



CONDITION
AFTER
PLAN



PAVEMENT
NEED &
EXPENDITURE
GRAPH

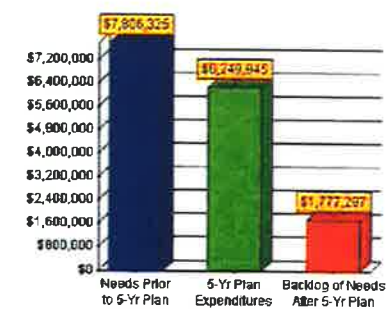
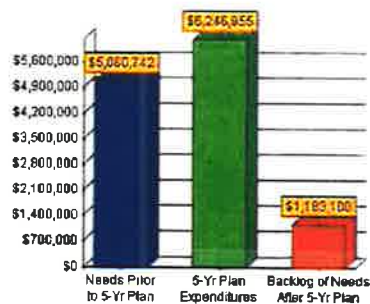
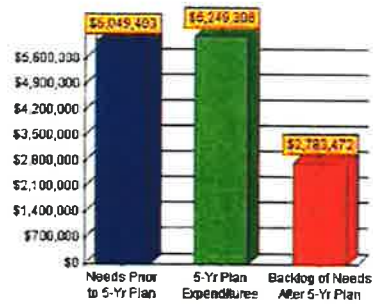


EXHIBIT 8

SPECIAL ASSESSMENTS IN WISCONSIN - THE THEORY AND THE LAW

A. GOVERNING STATUTES

Wisconsin Chapter 66, Subchapter VII prescribes the definitions and procedures which municipalities must follow to specially assess property for local improvements. The Wisconsin Supreme Court had stated that the power of a municipality is one which exists by right of statute, and the restrictions of the statute must be met if the assessment is to be deemed valid. In addition, the court further declared that special assessments, to be valid, must be levied pursuant and in compliance with statutory powers of the municipality. Municipal statutory powers to impose special assessments include both the complete procedures set forth in 66.0703 of the statutes and the power to adopt an ordinance setting forth a local special assessment procedure under 66.0101 of the statutes. Requisite procedures are notice and hearing. Failure to comply with mandated procedures may result in the voidance of the special assessment. If a court voids the special assessment, alternatives include reopening the process and starting over or the option of recovering cost by general taxes or other means. Local ordinances may contain different or added procedures from those in 66.0703 Statute.

The power to specially assess is referenced in 66.703 provide that municipalities may proceed to specially assess property under either optional powers of police power or the taxing power. The police power allows the local governing body to enact ordinances and take action for the health, safety, and welfare of the public. The taxing power is general power of any government to levy to pay for improvements and services provided. Under either power, some special benefit must accrue to property in order for it to be burdened with a special assessment. The difference between special assessing under one or the other power lies in the criteria necessary to establish amount to be assessed for the public improvements and the procedure to be followed. Under the police power, the governing body must determine the actual existence of benefits while under the taxing power it must calculate the actual values of the benefits conferred.

Taxing Power: A special assessment made under general taxing power must be based on the actual benefit accruing to the involved property. The maximum legal limit of an assessment based on the taxing power is the actual value of the benefits conferred on the property by the public improvement. The theory of special assessment under the taxing power is that the property owner is merely rendering an equivalent for the benefit which he or she has received. If the amount of the special assessment exceeds the amount of the benefits there is a taking of private property without due process of law.

Police Power: The municipality must satisfy two basic requirements to levy a special assessment under the police power. First, under 66.0703(1) the property must in fact benefit from the improvement. Secondly, the amount of the assessment must be made on a "reasonable basis." Benefits need not be precisely determined, although they must exist and be special as opposed to benefits conferred on an entire community. A government unit cannot simply apportion the costs of the improvement among the benefited properties to

ensure that the total cost is ultimately recouped. Existence of special benefits to each property assessed must always be the guiding principle.

Regardless of the power invoked to support the levy, the total sum of special assessments levied and collected cannot exceed the total cost of the project. If the total special assessments levied exceed the cost, the governing body must reduce each special assessment proportionally.

B. PUBLIC PROCESSES

Wisconsin State Statute Chapter 66, Subchapter VII, 66.071 to 66.0733 reference ordinance requirements, process, and procedures. They include:

- 1) Declaration by governing body in a preliminary resolution of its intention to exercise the powers, contemplated purpose, limits of proposed assessment, payment options and direction for staff to make a report,
- 2) Report shall include preliminary or final plans, estimate of entire cost of work, assessment of benefits to be levied, any damages to be awarded for property taken or damaged, and net amount of benefits over damages or net amount of damages over benefits, and statement regarding if assessment to property is under exercise of police power.
- 3) Copy of report shall be filed with the Clerk for public inspection.
- 4) Notice of hearing on nature of proposed work, report inspection time and place and time of meeting shall be published as a Class 1 notice at no less than ten days or more than 40 days after publication. Email notice transmittals at least ten days before a hearing. Hearing may be waived by all of owners of property affected by special assessment.
- 5) After hearing, governing body may approve, disapprove or modify, or re-refer the report to designated person with directions to change plans and specifications and to accomplish a fair and equitable assessment. If an assessment of benefits is made against any property and an award of compensation is made in favor of same property, the governing body shall assess against or award in favor of the property only the difference between the assessment of benefits and the award of damages or compensation.
- 6) When the governing body finally determines to proceed with the work or improvement, it shall approve the plans and specifications and adopt a Resolution directing that the work or improvement be carried out and paid for in accordance with the report as finally approved.
- 7) The city, town or village clerk shall publish the final resolution as a Class 1 notice and a copy of the Resolution shall be mailed to every interested person whose address is known or can be ascertained with reasonable diligence.

- 8) If more than one project is undertaken as part of the improvement for the affected property, it may combine the assessment for each property.
- 9) If the project after upon completion or receipt of bids varies materially from estimates, if any assessment is void or invalid, or if the governing body it decides to reconsider and reopen an assessment, it may after giving notice and a hearing, amend, cancel or confirm the prior assessment. A notice of the Resolution amending, cancelling or confirming the prior assessment shall be given by the clerk.
- 10) If the assessments are amended to provide for refunding special assessment B bonds, all direct and indirect costs reasonably attributable to the refunding of the bonds may be included in the cost of the public improvements being financed.
- 11) If the cost of project is less than the special assessment levied, the governing body, without notice or hearing, shall reduce each special assessment proportionately, and if any assessments or installments have been paid in excess over cost shall be applied to reduce succeeding unpaid installments if the property owner has elected to pay in installments, or refunded to the property owner.
- 12) Person having an interest in a parcel of land affected by determination of governing body, may within 90 days after date of notice of publication of final Resolution, appeal determination to circuit court of the county in which property is located. Person appealing shall serve a written notice of appeal upon clerk of city, town or village and execute a bond to the city, town or village in the sum of \$150 with two sureties or a bonding company to be approved by the city, town or village conditioned for the faithful prosecution of the appeal. The Clerk, if an appeal is taken, shall prepare a brief statement of the proceeding in the matter before the governing body, with its decision on the matter, and transmit the statement with the original or certified copies of all papers in the matter to the clerk of the circuit court.

The appeal shall be tried and determined in the same manner as cases originally commenced in circuit court, and costs awarded as provided in s. 893.80.

If a contract has been made for making the improvement the appeal does not affect the contract and certificates or bonds may be issued in anticipation of the collection of the entire assessment for the improvement, including the assessment on any property represented in the appeal as if the appeal had not been taken.

Upon appeal under the subsection, the court may, based on the improvement as actually constructed, render a judgment affirming, annulling or modifying and affirming, as modified, the action or decision of the governing body. If the court finds that any assessment or any award of damages is excessive or insufficient, the assessment or award need not be annulled, but the court may reduce or increase the assessment or award of damages and affirm the assessment or award as so modified.

An appeal under this subsection is the sole remedy of any person aggrieved by a determination of the governing body, whether or not the improvement was made according to the plans and specifications, and shall raise any question of law or fact

stated in the notice of appeal, involving the making of the improvement, the assessment of benefits or award of damages or the levy of any special assessment. The limitation does not apply to appeals based on fraud nor on latent defects in construction of improvement discovered after period of limitation.

It is a condition to the maintenance of an appeal that any assessment appealed from shall be paid when the assessment or any installments become due. If there is a default in making a payment, the appeal shall be dismissed.

- 13) Every special assessment under this section is a lien on the property against which it is levied on behalf of the municipality levying the assessment or the owner of any certificates, bond or other document issued by public authority, evidencing ownership of or any interest in the special assessment, from the date of the determination of the assessment by the governing body. The governing body shall provide for the collection of the assessments and may establish penalties for payment after the due date.

The governing body shall provide that all assessments or installments that are not paid by the date specified shall be extended upon the tax roll as a delinquent special assessment as defined in s. 74.01 (3), against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes apply to special assessments, except as otherwise provided by statute.

- 14) If a special assessment levied under this section is held invalid because this section is found to be unconstitutional, the governing body may reassess the special assessment under any applicable law.

C. ALLOWABLE SPECIAL ASSESSMENT PROJECTS

Things local governments can special assess for include street construction and paving, curb and gutter installation, sidewalk construction, sanitary sewer installation, storm and sewer installation, water main and facility installation, and street lights. In recent years, municipalities have also imposed special assessments for construction of new wastewater treatment facilities and area-wide drainage projects, among other non-routine public works projects.

Current Oak Creek Municipal Code Language under Ordinance #2032 A 10/5/99, includes Sections:

- SEC. 3.200 LEVY OF SPECIAL ASSESSMENTS**
- SEC. 3.201 INCLUDABLE COSTS**
- SEC. 3.202 ENGINEER'S REPORT**
- SEC. 3.203 NOTICE AND HEARING**
- SEC. 3.204 WAIVER OF NOTICE AND HEARING**
- SEC. 3.205 RESOLUTION LEVYING ASSESSMENTS**
- SEC. 3.206 LOW INCOME ADJUSTMENT**
- SEC. 3.207 APPEAL OF SPECIAL ASSESSMENTS**
- SEC. 3.208 PROPERTY EXCLUDED FROM SPECIAL ASSESSMENT**
- SEC. 3.209 SPECIAL CHARGES**
- SEC. 3.210 PAYMENT PLANS**
- SEC. 3.211 EXISTING DEFERRED SPECIAL ASSESSMENTS**
- SEC. 3.212 INCENTIVE TO ELIMINATE EXISTING DEFERRED ASSESSMENTS**
- SEC. 3.213 CITY OWNED PROPERTY**
- SEC. 3.214 NOTICE OF LEVY OF SPECIAL ASSESSMENT**
- SEC. 3.215 SCHEDULE OF RATES FOR ASSESSMENTS**
- SEC. 3.216 OVERSIZING RATES AND POLICY**
- SEC. 3.217 GRINDER PUMP SEWER SYSTEM ADJUSTMENTS**
- SEC. 3.218 CORNER PARCELS**
- SEC. 3.219 DOUBLE FRONTAGE PARCELS**
- SEC. 3.220 LOTS CREATED BY REDIVISION OR COMBINATION**
- SEC. 3.221 RECONSTRUCTION JURISDICTION AND POLICY**
- SEC. 3.222 OTHER AUTHORITY RETAINED**

ADDITIONAL BACKGROUND/REFERENCE MATERIAL:

- **Wausau** for procedures, formulas, cost determination for construction of sidewalks, new and existing streets, drive approach, sanitary sewer system components, service laterals and assessment payment;
- **Sun Prairie** for levy authority, procedures, costs, exemptions, notice hearings, council powers, cost reconciliation, appeals, payments, special charges and miscellaneous;
- **Brookfield** with complete code and policy on water main extension and water main assessment guide;
- **Franklin** with complete code and assessments for specific water main and water lateral;
- **Fitchburg** has limited subject code language and an extensive policies and procedures on policy, cost allocation, special assessment methods, preferred method of assessment, special policy situations, special assessment checklist for Utility district and storm water utility;
- **Neenah** for street improvements and reconstruction;
- **Janesville** for public works, sidewalk construction, maintenance and cost assessment Street lighting systems and payment of special assessments and other costs;
- **Eau Claire** for purpose, special assessment procedures, streets, decorative lighting, storm sewer, sanitary sewer, water main, current services, and miscellaneous provisions.
- **Appleton** for street construction and reconstruction, grading & graveling (not including new subdivisions), sidewalks not including new subdivisions, new subdivision development, sanitary sewer* not including new subdivisions, storm sewer not including new subdivisions and water main not including new subdivisions;
- **Manitowoc** for sewer, street seal coating, asphalt overlays on macadam base streets and payments;
- **Mount Pleasant** for recouping costs of infrastructure improvements;
- **Oshkosh** for street construction and reconstruction, sidewalks, sanitary sewers, water main installation, storm sewers and general.

References and research for this report:

- Special Assessments in Wisconsin, A League Manual - League of Wisconsin Municipalities, prepared by Jean Setterholm Revised 1996, Revise 2001 to reflect Chapter 66 recodification.
- Wisconsin Statutes, Chapter 66 General Municipality Law, SUBCHAPTER VII SPECIAL ASSESSMENTS
- City of Oak Creek Municipal Code, CHAPTER 3, FINANCE AND PUBLIC RECORDS
- Research of various Wisconsin Municipal Codes

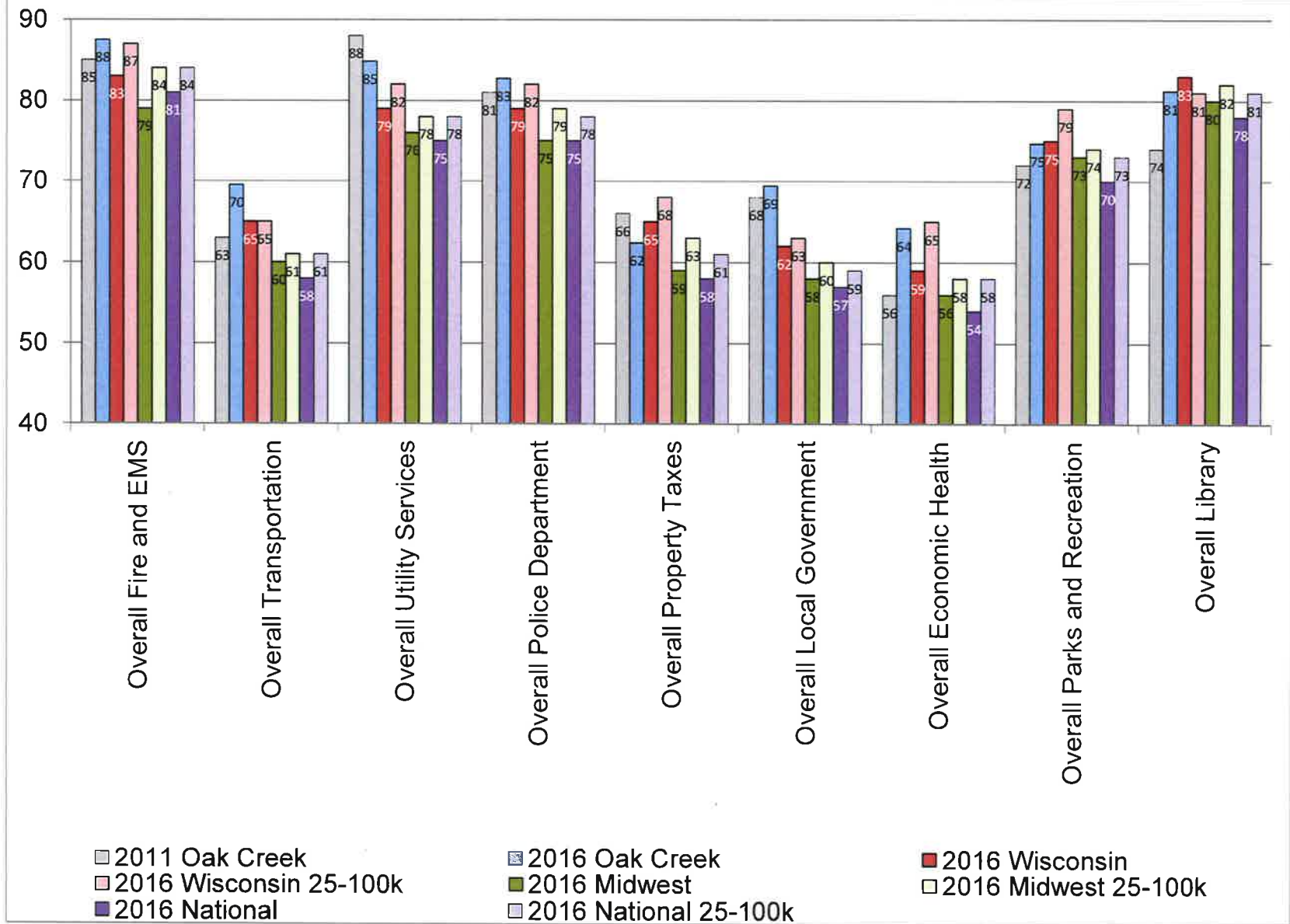
EXHIBIT 15
WI Municipalities with Local Vehicle Registration Fee (as of 1/1/18)

Municipality	Municipality Type	Fee Charged	Hosting County
Appleton	City	\$ 20	Outagamie/Calumet
Arena	Township	\$ 20	Iowa
Beloit	City	\$ 20	Rock
Eden	Village	\$ 20	Fond Du Lac
Evansville	City	\$ 20	Rock
Fort Atkinson	City	\$ 20	Jefferson
Gillett	City	\$ 20	Oconto
Iron Ridge	Village	\$ 10	Dodge
Janesville	City	\$ 20	Rock
Kaukauna	City	\$ 10	Outagamie/Calumet
Lodi	City	\$ 20	Columbia
Milton	City	\$ 30	Rock
Milwaukee	City	\$ 20	Milwaukee
New London	City	\$ 20	Outagamie/Waupaca
Platteville	City	\$ 20	Grant
Portage	City	\$ 20	Columbia
Prairie du Sac	Village	\$ 20	Sauk
Sheboygan	City	\$ 20	Sheboygan
Tigerton	Village	\$ 10	Shawano
Chippewa	County	\$ 10	n/a
Iowa	County	\$ 20	n/a
Lincoln	County	\$ 20	n/a
Marathon	County	\$ 25	n/a
Milwaukee	County	\$ 30	n/a
St. Croix	County	\$ 10	n/a
Average Fee:		\$ 19	

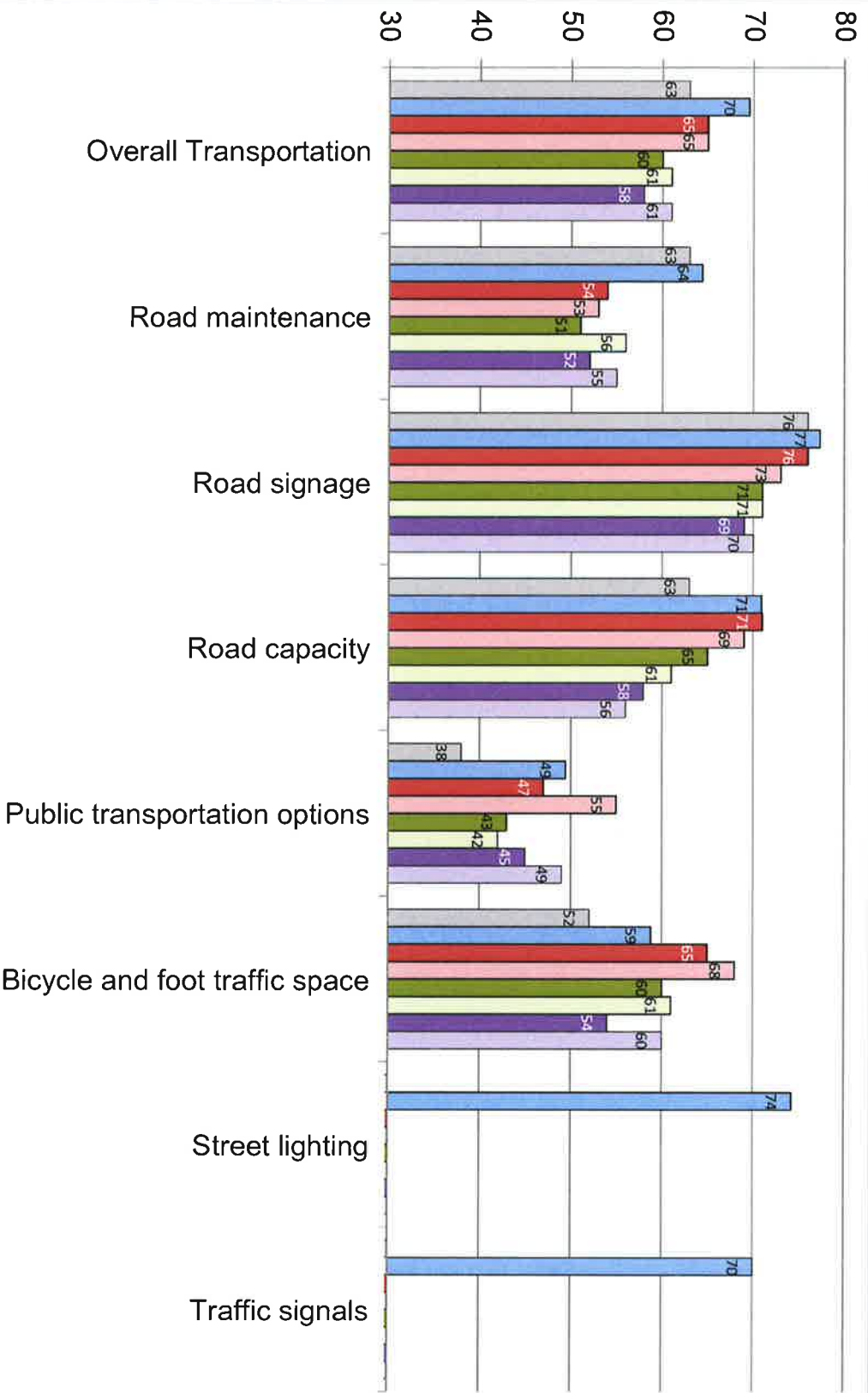


Quality of Life Components to Benchmarks

(High score = 100)



Drivers of Satisfaction and Behavior: Transportation Infrastructure

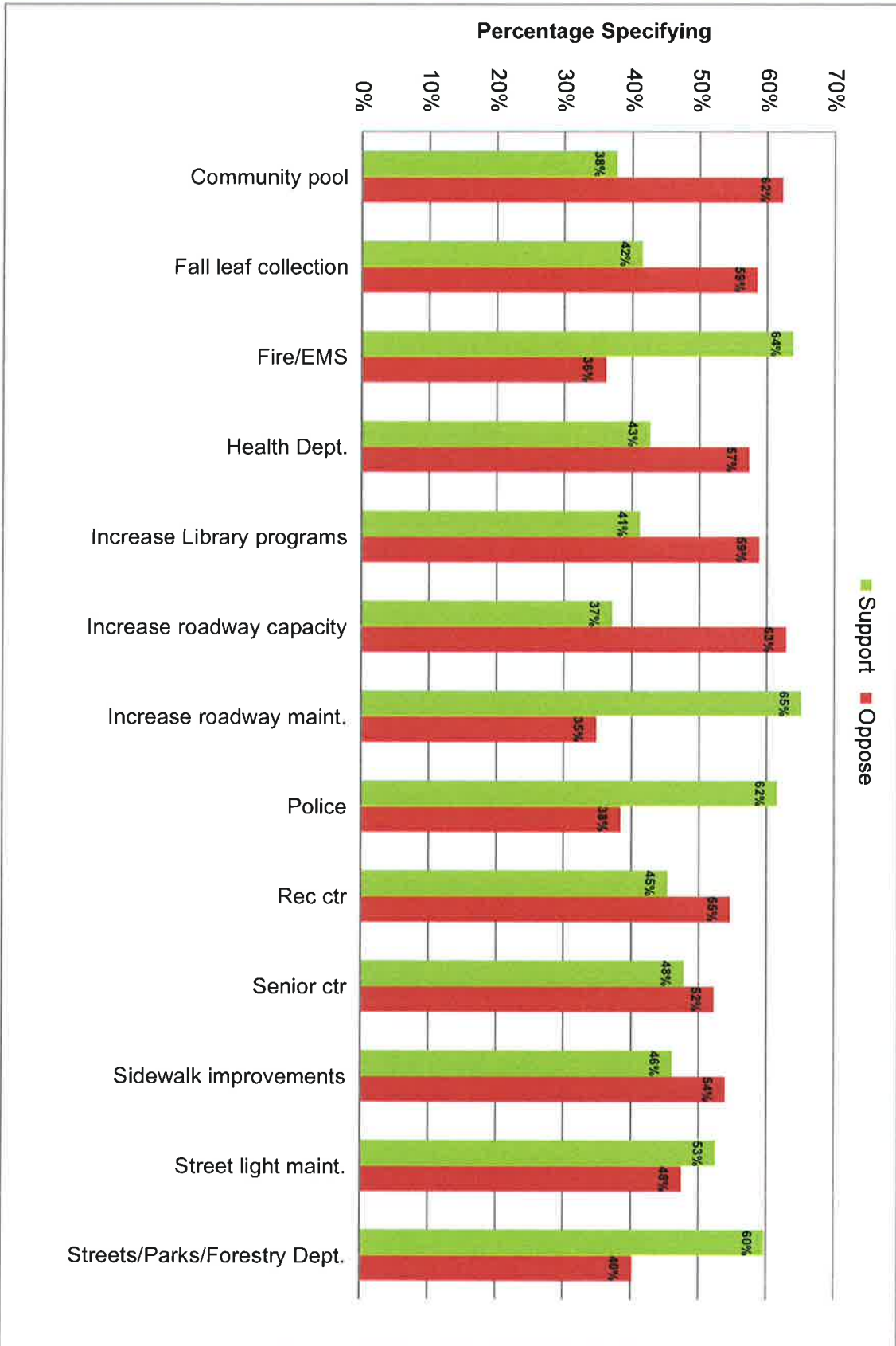


■ 2011 Oak Creek
■ 2016 Wisconsin 25-100k
■ 2016 National

■ 2016 Oak Creek
■ 2016 Midwest
■ 2016 National 25-100k

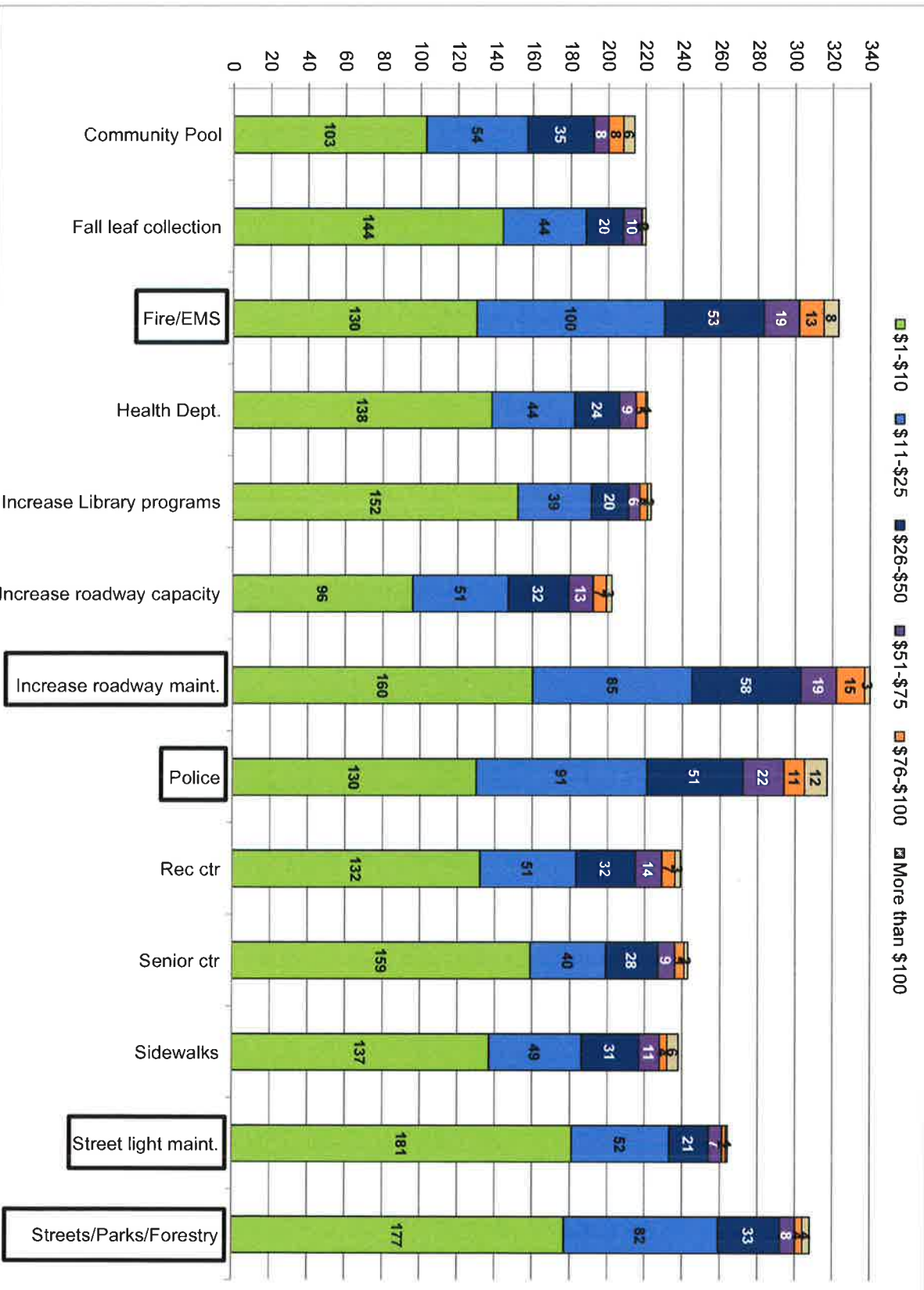
■ 2016 Wisconsin
■ 2016 Midwest 25-100k

Support for Tax Increases to Fund Options



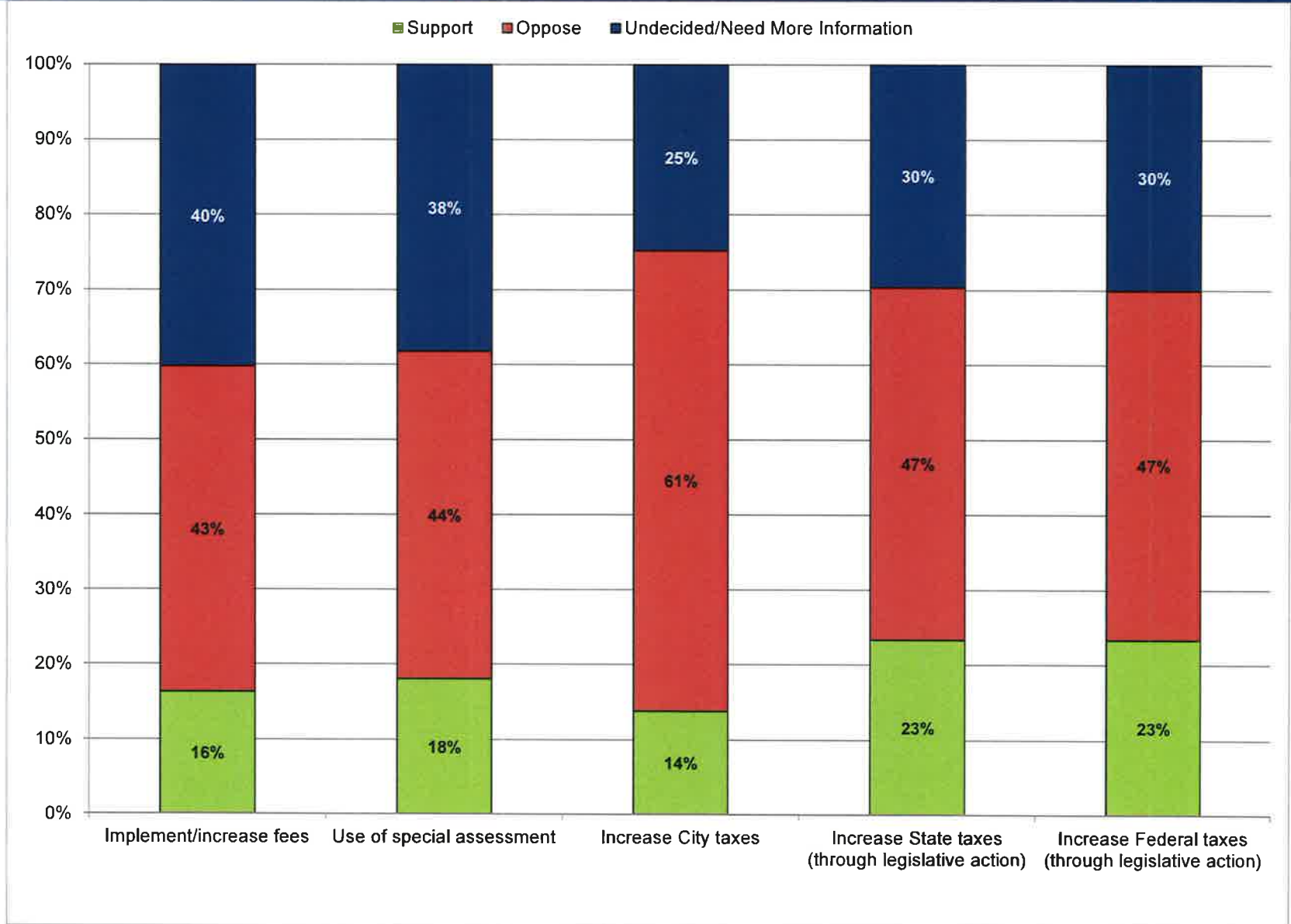


Amount Residents are Willing to Pay (if supported)



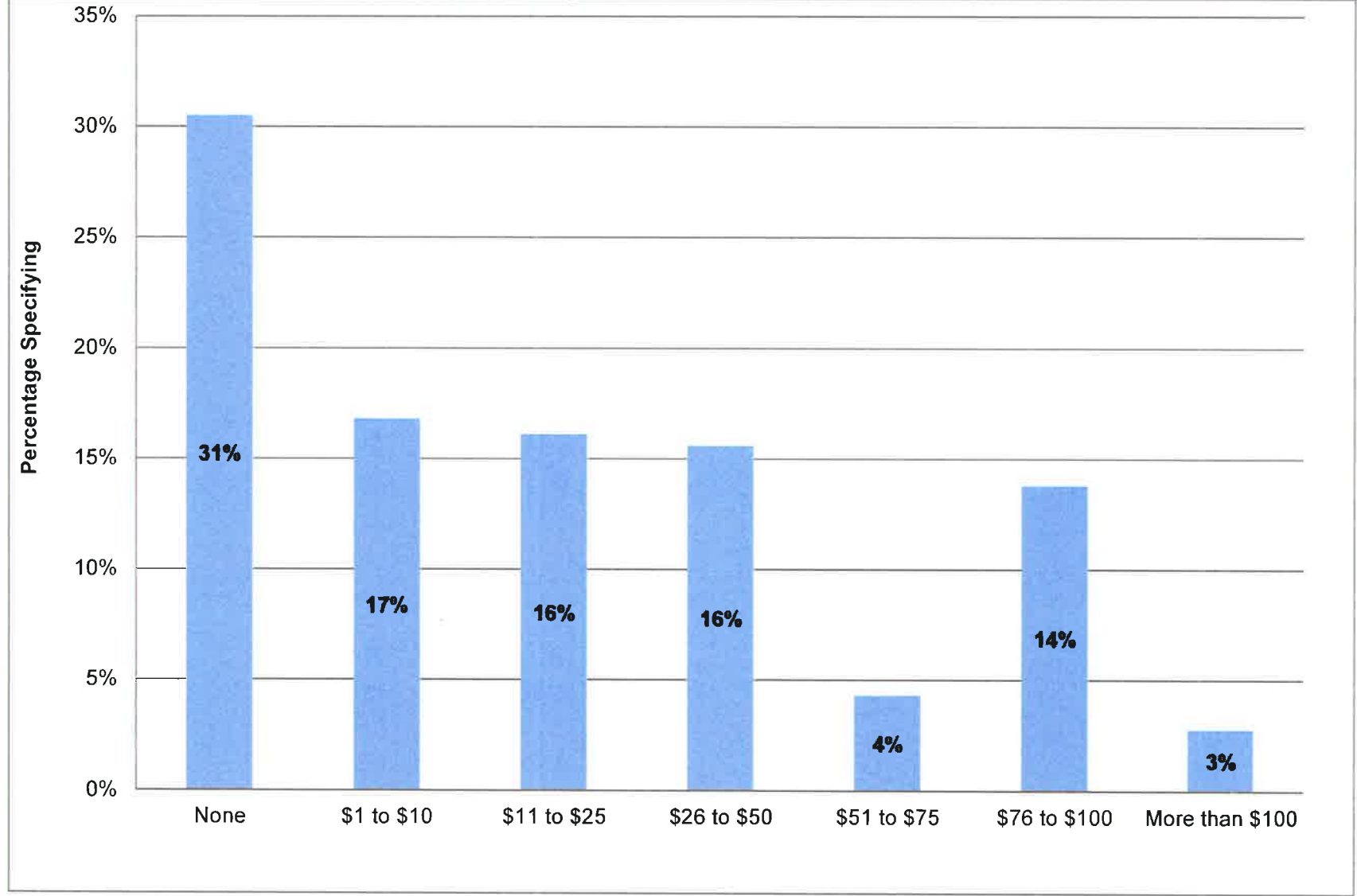


Level of support for strategies to fund increased repair/replacement to infrastructure





Amount residents are willing to pay annually for increased levels of repair/replacement to the infrastructure in the City?



Property Location:
8131 -51 Howell Ave S

Commercial Property Record Card - City of Oak Creek - Assessment Year 1/1/17

Parcel ID: 813-9038-000

Map Block No: 8139038

Class: G2 State Class: 260 Card 1 of 3

Exterior/Interior Information

Sec	Levels	Size	Perimeter	Use Type	Height	Exterior Walls	Construction Type	Finish	Partitions	Heating	A/C	Plumbing	Physical Condition	Functional Utility	%Good Override	Unadjusted RCNLD
1	01-01	1x139832	1810	Discount Store/Market	24	Conc-Tilt Up	Fire Resist	100	Normal	Hot Air	Central	Normal	Normal	Normal	0%	7,909,950
2	01-01	1x95976	396	Warehouse	24	Conc-Tilt Up	Fire Resist	100	Normal	Unit Heat	None	None	Normal	Normal	0%	2,761,110
3	01-01	1x976	88	Support Area	24	Conc-Tilt Up	Fire Resist	100	Normal	Unit Heat	None	None	Normal	Normal	0%	60,650
4	01-01	1x576	82	Support Area	16	Conc-Tilt Up	Fire Resist	100	Normal	Unit Heat	None	None	Normal	Normal	0%	36,790
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0

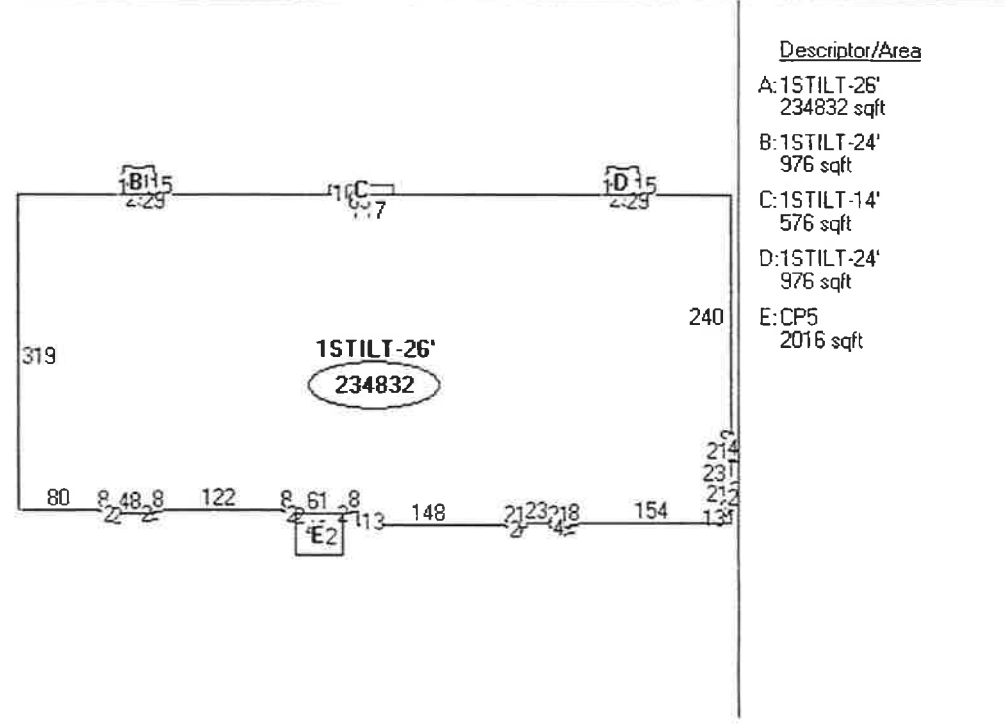
Building Information		Building Summary		Out Building Information		Lgth/ Ident.	Physical	Functional	Percent	
Building No:	Year Built:	Total Unadjusted RCN:	Average Percent Good:	StructureCode	+/- Width	SqFt Units Gr	Condition	Utility	Year	Good RCNLD
1	2007	12,974,090	.83	Asphalt Paving (over 40000sf)	0	50000 1 C	Normal	Normal	2007	50% 734,850
No of Units: 0		Total Unadj. RCNLD: 10,768,500		Paving Conc Avg	0	20000 1 C	Normal	Normal	2007	0% 78,990
Structure Type: Discount Store		Grade Factor: 0.92			0	0 0		None	0	0% 0
Grade: C-		No of Identical Units: 1			0	0 0		None	0	0% 0
Identical Units: 1		Economic Cond Factor: 1.00			0	0 0		None	0	0% 0
Efficiencies: 0		RCNLD: 9,907,000			0	0 0		None	0	0% 0

1 Bedroom Apts: 0
2 Bedroom Apts: 0
3 Bedroom Apts: 0
Covered Park: 0
Uncovered Park: 0

Notes:
1/10 New Pcl Frm 9014-002
Csm 7910 - Lot 1

Other Improvements		
Description	+/-	RCNLD
		0

Building Other Information				
Line	StructureCode	+/- Measure 1	Measure 2	IdenticalUnits
1	Sprinkler - Wet	237360	0	1
1	Canopy - Only	2016	0	1
1	Overhead Door - Wd/Mt	8	0	8
2	Overhead Door - Motor Opr. W	8	0	8
2	Dock Levelers	0	0	0
0		0	0	0
0		0	0	0
0		0	0	0
Total Other Features				823,260



Property Location:
8131 -51 Howell Ave S

Commercial Property Record Card - City of Oak Creek - Assessment Year 1/1/17

Parcel ID: 813-9038-000

Map Block No: 8139038

Class: G2 State Class: 260 Card 1 of 3

Current Owner	Previous Owner History			Miscellaneous		Assessment Information	
Woodman's Food Market, Inc 2631 Liberty Ln Janesville WI 53545-0319	Name	Deed	Date	Deed Info:	1-05/18/2009	Assessed Value:	*
	Woodman's Food Market, Inc		08/18/2008	Zoning:		Inc:	18,892,100
	Woodman's Food Market, Inc	2401314/093566	12/20/2006	Routing No:	8139038000	Land:	4,436,100
	Giuffre Xx Llc, A Wi Llc	1102575/903944	06/29/2005	Neighborhood:	700.5	Bldg:	11,435,500 <i>Prior</i>
				Living Units:	0	Total:	15,871,600 15,706,900
				Cost Flag:	NC17NC	Assessed Information:	
				TID District:	0		Value: 15,871,600
						Effective DOV:	1/1/2017
						Value Flag:	COST
						Manual Override Reason:	NO OVERRIDE

Notes	Legal Description
OO Woodmans Foods/Gas,lube&wash IO NC 1/17 Minor Int Alter-Nvc	CSM NO 8615, NE 1/4 SEC 17-5-22, LOT 1

Sales History				
Book/Page	Date	Price	Type	Validity
	12/19/2006	6,510,000	1	0
RAZ/RBW	06/24/2005	2,923,000	2	7

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
12/08/2016	PBNR2	25,000	Alter	100
08/29/2016	PBNR1	75,000	Alter	100

Land Information				
Type	Size	Grade	Influence Factor 1, 2 and %	Value
Primary Site	S	806568	20	0 4,436,100

Total Acres for this Parcel	18.516	Total Land Value	4,436,100		
Owner/Values: Includes all Land/Buildings/OBYs for this Parcel					
	Current	Cost	Market	Income	Prior
Land:	4,436,100	4,436,100	0	4,436,100	4,436,100
Building:	11,435,500	11,435,500	0	14,456,000	11,270,800
Total:	15,871,600	15,871,600	0	18,892,100	15,706,900



Inspection witness by: _____

Property Location:

Commercial Property Record Card - City of Oak Creek - Assessment Year 1/1/17

8131 -51 Howell Ave S

Parcel ID: 813-9038-000

Map Block No: 8139038

Class: G2 State Class: 260 Card 2 of 3

Exterior/Interior Information

Sec	Levels	Size	Perimeter	Use Type	Height	Exterior Walls	Construction Type	Finish	Partitions	Heating	A/C	Plumbing	Physical Condition	Functional Utility	%Good Override	Unadjusted RCNLD
1	01-01	1x1440	152	Convenience Store	16	Brk/Conc Blk	Wood Joist	100	Normal	Hot Air	Central	Normal	Normal	Normal	0%	176,130
1	A1-A	1x576	104	Support Area	8	Brk/Conc Blk	Wood Joist	100	None	None	None	None	Normal	Normal	0%	13,980
2	B1-B	1x1512	164	Support Area	10		Fire Resist	100	Normal	Unit Heat	None	Normal	Normal	Normal	0%	48,240
2	01-01	1x1512	136	Service Station W/ Bays	14	Brk/Conc Blk	Wood Joist	100	Normal	Unit Heat	None	Normal	Normal	Normal	0%	186,580
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0

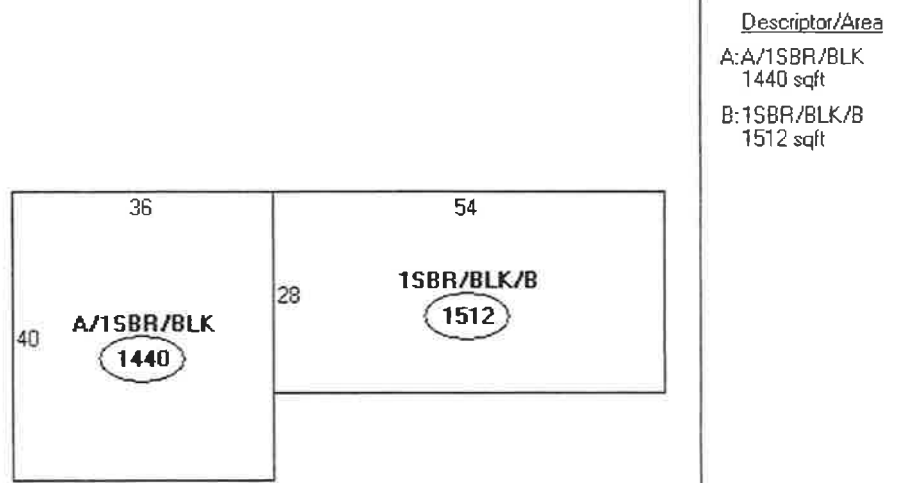
Building Information		Building Summary		Out Building Information			Physical Condition	Functional Utility	Percent Good		RCNLD	
Building No:	Year Built:	Total Unadjusted RCN:	Average Percent Good:	StructureCode	+/-	Width	Lgth/ SqFt	Ident. Units	Gr	Year	Good	RCNLD
2	2007	528,970	.80	Canopy Avg		0	3872	1	C	2008	0%	56,550
No of Units: 0		Total Unadj. RCNLD: 424,930		Tank Underground Fb		0	20000	1	C	2008	0%	64,820
Structure Type: Convenience Store		Grade Factor: 1.08		Tank Underground Fb		0	8000	1	C	2008	0%	25,930
Grade: C+		No of Identical Units: 1		Tank Underground Fb		0	6000	1	C	2008	0%	19,450
Identical Units: 1		Economic Cond Factor: 1.00				0	0	0		0	0%	0
Efficiencies: 0		RCNLD: 458,900				0	0	0		0	0%	0

Notes:

Convenience Store/Lube

Other Improvements		
Description	+/-	RCNLD
		0

Building Other Information					
Line	StructureCode	+/-	Measure 1	Measure 2	IdenticalUnits
1	Sprinkler - Wet	1440	0	1	1
2	Sprinkler - Wet	576	0	1	1
3	Sprinkler - Wet	1512	0	1	1
4	Sprinkler - Wet	1512	0	1	1
4	Overhead Door - Motor Opr. W	10	0	10	4
4	Overhead Door - Motor Opr. W	10	0	12	2
0		0	0	0	0
0		0	0	0	0
Total Other Features					33,110



Descriptor/Area
 A: A/1SBR/BLK
 1440 sqft
 B: 1SBR/BLK/B
 1512 sqft

Property Location:
8131 -51 Howell Ave S

Commercial Property Record Card - City of Oak Creek - Assessment Year 1/1/17

Parcel ID: 813-9038-000

Map Block No: 8139038

Class: G2 State Class: 260 Card 2 of 3

Current Owner	Previous Owner History	Miscellaneous	Assessment Information												
Woodman's Food Market, Inc 2631 Liberty Ln Janesville WI 53545-0319	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Name</th> <th>Deed</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Woodman's Food Market, Inc</td> <td></td> <td>08/18/2008</td> </tr> <tr> <td>Woodman's Food Market, Inc</td> <td>2401314/093566</td> <td>12/20/2006</td> </tr> <tr> <td>Giuffre Xx Llc, A Wi Llc</td> <td>1102575/903944</td> <td>06/29/2005</td> </tr> </tbody> </table>	Name	Deed	Date	Woodman's Food Market, Inc		08/18/2008	Woodman's Food Market, Inc	2401314/093566	12/20/2006	Giuffre Xx Llc, A Wi Llc	1102575/903944	06/29/2005	Deed Info: 1-05/18/2009 Zoning: Routing No: 8139038000 Neighborhood: 700.5 Living Units: 0 Cost Flag: NC17NC Partial: TID District: 0	Assessed Value: Inc: 18,892,100 Land: 4,436,100 Bldg: 11,435,500 Prior Total: 15,871,600 15,706,900 Assessed Information: Value: 15,871,600
Name	Deed	Date													
Woodman's Food Market, Inc		08/18/2008													
Woodman's Food Market, Inc	2401314/093566	12/20/2006													
Giuffre Xx Llc, A Wi Llc	1102575/903944	06/29/2005													
Notes	Legal Description														
OO Woodmans Foods/Gas,lube&wash IO NC 1/17 Minor Int Alter-Nvc	CSM NO 8615, NE 1/4 SEC 17-5-22, LOT 1		Effective DOV: 1/1/2017 Value Flag: COST Manual Override Reason: NO OVERRIDE												

Sales History				
Book/Page	Date	Price	Type	Validity
	12/19/2006	6,510,000	1	0
RAZ/RBW	06/24/2005	2,923,000	2	7

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
12/08/2016	PBNR2	25,000	Alter	100
08/29/2016	PBNR1	75,000	Alter	100

Land Information				
Type	Size	Grade	Influence Factor 1, 2 and %	Value

Total Acres for this Parcel 18.516 Total Land Value 4,436,100

Owner/Values: Includes all Land/Buildings/OBYs for this Parcel					
	Current	Cost	Market	Income	Prior
Land:	4,436,100	4,436,100	0	4,436,100	4,436,100
Building:	11,435,500	11,435,500	0	14,456,000	11,270,800
Total:	15,871,600	15,871,600	0	18,892,100	15,706,900



Inspection witness by: _____

Property Location:
8131 -51 Howell Ave S

Commercial Property Record Card - City of Oak Creek - Assessment Year 1/1/17

Parcel ID: 813-9038-000

Map Block No: 8139038

Class: G2 State Class: 260 Card 3 of 3

Current Owner	Previous Owner History	Miscellaneous	Assessment Information																																										
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Sales History				
Book/Page	Date	Price	Type	Validity
	12/19/2006	6,510,000	1	0
RAZ/RBW	06/24/2005	2,923,000	2	7

Permit Information				
Date	Permit #	Price	Purpose	% Comp.
12/08/2016	PBNR2	25,000	Alter	100
08/29/2016	PBNR1	75,000	Alter	100

Land Information				
Type	Size	Grade	Influence Factor 1, 2 and %	Value

Total Acres for this Parcel	18.516	Total Land Value	4,436,100		
Owner/Values: Includes all Land/Buildings/OBYs for this Parcel					
	Current	Cost	Market	Income	Prior
Land:	4,436,100	4,436,100	0	4,436,100	4,436,100
Building:	11,435,500	11,435,500	0	14,456,000	11,270,800
Total:	15,871,600	15,871,600	0	18,892,100	15,706,900

No Picture Available

Inspection witness by:

Property Location:
8131 -51 Howell Ave S

Commercial Property Record Card - City of Oak Creek - Assessment Year 1/1/17

Parcel ID: 813-9038-000

Map Block No: 8139038

Class: G2 State Class: 260 Card 3 of 3

Exterior/Interior Information

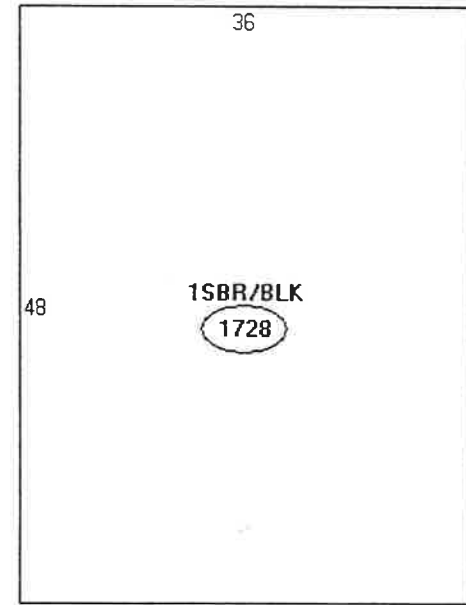
Sec	Levels	Size	Perimeter	Use Type	Height	Exterior Walls	Construction Type	Finish	Partitions	Heating	A/C	Plumbing	Physical Condition	Functional Utility	%Good Override	Unadjusted RCNLD
1	01-01	1x1728	168	Car Wash - Automatic	14	Brk/Conc Blk	Fire Resist	100	Normal	Unit Heat	None	Normal	Normal	Normal	0%	89,020
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0
0	-	0x0	0		0			0	None	None	None	None	None	None	0%	0

Building Information		Building Summary		Out Building Information			Physical Condition	Functional Utility	Percent Good		RCNLD	
Building No:	Year Built:	Total Unadjusted RCN:	Average Percent Good:	StructureCode	+/-	Width	Lgth/ Ident SqFt Units Gr	Physical Condition	Functional Utility	Year	Good	RCNLD
3	2008	115,610	.77				0 0 0	None	None	0	0%	0
No of Units: 0		Total Unadj. RCNLD: 89,020					0 0 0	None	None	0	0%	0
Structure Type: Car Wahs Automatic		Grade Factor: 1.00					0 0 0	None	None	0	0%	0
Grade: C		No of Identical Units: 1					0 0 0	None	None	0	0%	0
Identical Units: 1		Economic Cond Factor: 1.00					0 0 0	None	None	0	0%	0
Efficiencies: 0		RCNLD: 89,000					0 0 0	None	None	0	0%	0

1 Bedroom Apts: 0
2 Bedroom Apts: 0
3 Bedroom Apts: 0
Covered Park: 0
Uncovered Park: 0
Notes:
Car Wash

Other Improvements		
Description	+/-	RCNLD
		0

Building Other Information				
Line	StructureCode	+/- Measure 1	Measure 2	IdenticalUnits
1	Sprinkler - Wet	1728	0	1
1	Overhead Door - Motor Opr. W	10	0	10
0		0	0	0
0		0	0	0
0		0	0	0
0		0	0	0
0		0	0	0
0		0	0	0
Total Other Features				16,270



Descriptor/Area
A: 1SBR/BLK
1728 sqft

CLT UNIVERS SYSTEM (c) 1986-2005 Ver 7.50W

July 11, 2017

OAK CREEK, WI - 2017 COMMERCIAL VALUATION - CLT COST

11:55:06 am

OAK CREEK, WISC. - 2017 (ASSESSMENT YEAR 2017)

PARCEL: 813-9038-000	ACCOUNT NO: 8139038	OWNER NAME: WOODMAN'S FOOD MARKET, INC	CARD 1 OF 3
CLASS: G2-260	MAP/ROUTE: 8139038000	PROPERTY ADDRESS: 8131 -51 HOWELL AVE S	NBHD : 700.50
SALE DATE: 20061219	SALE TYPE: 1	SALE PRICE: 6,510,000	SALE SOURCE: 4
20050624	2	2,923,000	4
0	0	0	0
			SALE VALIDITY: 0
			7

LAND DATA AND COMPUTATIONS

LAND TYPE	ACT FRONT SQFT/ACRE	EFFECTIVE DEPTH	DEPTH FACTOR	EFFECTIVE FRONT	UNIT PRICE	INFLUENCE(INF)FACTOR	INF FACTOR 1	INF FACTOR 2	INF%	LAND VALUE
PRIMARY SITE	806,568				5.50				0%	%4,436,100
GROSS TYPE: 0										0
SOUND VALUE FLAG = 0										LAND VALUE: 4,436,100

BUILDING OTHER FEATURES

LINE	STRUCTURE CODE	FLAT	MEAS-1	MEAS-2	ID	UNITS	UNITS	RATE/COST	RCN
1	SS1-SPRINK WET		237360	0	1	SQFT		3.11	738,190
1	CP5-CANOPY ONLY		2016	0	1	SQFT		10.07	20,300
1	OD1-OVHD WD/MTL		8	0	8	SQFT		20.49	1,310
2	OD3-OVHD MTR WD		8	0	8	SQFT		27.26	10,470
2	LD3-DK LEVELER		0	0	0	FLAT		8,832.00	52,990

INTERIOR-EXTERIOR DATA

BLDG NO: 1	YEAR BUILT: 2007	NO. OF UNITS: 0	STRUCTURE TYPE : 345-DISCOUNT DEPART STORE
GRADE: C-		IDENT UNITS: 1	BASIC TYPE CODE: 3

SEC	LEVELS	DIMENSIONS	USE TYPE	PERM HT	WALLS	CONS	IN%	PTNS	H/A	PLMB	SF RATE	RCN	PHYS	FUNC	%GD	RCNLD		
1	01	01	1 139832	033-DISC STORE/MA	1810	24	CONC-TILT	2	100	NORM	1/1	NORM	62.72	9,530,060	NORM	NORM	83	7,909,950
2	01	01	1 95976	045-WAREHOUSE	396	24	CONC-TILT	2	100	NORM	3/0	NONE	34.00	3,326,640	NORM	NORM	83	2,761,110
3	01	01	1 976	086-SUPPORT AREA	88	24	CONC-TILT	2	100	NORM	3/0	NONE	74.87	73,070	NORM	NORM	83	60,650
4	01	01	1 576	086-SUPPORT AREA	82	16	CONC-TILT	2	100	NORM	3/0	NONE	76.95	44,320	NORM	NORM	83	36,790
													UNADJ. TOTAL RCN			12,974,090		
													AVG. %GOOD			0.83		
													UNADJ. TOTAL RCNLD			10,768,500		
													GRADE FACTOR	X			0.92	
													TOT. BLDG. RCNLD			9,907,020		
													IDENTICAL UNITS	X			1	
													ECON. COND FACTOR	X			1.00	
													TOTAL RCNLD			9,907,000		

MEMO
 OO WOODMANS FOODS/GAS,LUBE&WASH
 IO
 1/10 NEW PCL FRM 9014-002
 CSM 7910 - LOT 1

YARD IMPROVEMENTS AND/OR SECONDARY BUILDINGS

STRUCTURE CODE	FLAT	SIZE1	SIZE2	ID	UNITS	UNITS	GRD	RATE/COST	RCN	YEAR	PHYS COND	FUN CD	%GD	RCNLD
PA6-PAV >40000		0	500000	1	SQFT	C		2.94	1,469,700	2007	NORMAL	NORMAL	0.50	734,850
PC1-PAV CON AVG		0	20000	1	SQFT	C		6.58	131,652	2007	NORMAL	NORMAL	0.00	78,990
OTHER IMPROVEMENT:														0
													TOTAL OBY VALUE	813,800

CLT UNIVERS SYSTEM (c) 1986-2005 Ver 7.50W

July 11, 2017

OAK CREEK, WI - 2017 COMMERCIAL VALUATION - CLT COST

11:55:07 am

OAK CREEK, WISC. - 2017 (ASSESSMENT YEAR 2017)

PARCEL: 813-9038-000	ACCOUNT NO: 8139038	OWNER NAME: WOODMAN'S FOOD MARKET, INC	CARD 2 OF 3
CLASS: G2-260	MAP/ROUTE: 8139038000	PROPERTY ADDRESS: 8131 -51 HOWELL AVE S	NBHD : 700.50
SALE DATE: 20061219	SALE TYPE: 1	SALE PRICE: 6,510,000	SALE VALIDITY: 0
20050624	2	2,923,000	7
0	0	0	0

BUILDING OTHER FEATURES

LINE	STRUCTURE CODE	FLAT	MEAS-1	MEAS-2	ID	UNITS	UNITS	RATE/COST	RCN
1	SS1-SPRINK WET		1440	0	1	SQFT		3.11	4,480
2	SS1-SPRINK WET		576	0	1	SQFT		3.11	1,790
3	SS1-SPRINK WET		1512	0	1	SQFT		3.11	4,700
4	SS1-SPRINK WET		1512	0	1	SQFT		3.11	4,700
4	OD3-OVHD MTR WD		10	0	10	SQFT		27.26	10,900
4	OD3-OVHD MTR WD		10	0	12	SQFT		27.26	6,540

INTERIOR-EXTERIOR DATA

BLDG NO: 2 YEAR BUILT: 2007 NO. OF UNITS: 0 STRUCTURE TYPE : 348-CONVENIENCE FOOD MARK
 GRADE: C+ IDENT UNITS: 1 BASIC TYPE CODE: 3

SEC	LEVELS	DIMENSIONS	USE TYPE	PERM HT	WALLS	CONS	IN%	PTNS	H/A	PLMB	SF RATE	RCN	PHYS FUNC	%GD	RCNLD				
1	01	01	1	1440	038-CONVENIENCE S	152	16	BRK/CONC B	1	100	NORM	1/1	NORM	149.78	220,160	NORM	NORM	80	176,130
1	A1	A1	1	576	086-SUPPORT AREA	104	8	BRK/CONC B	1	100	NONE	0/0	NONE	27.23	17,470	NORM	NORM	80	13,980
2	B1	B1	1	1512	086-SUPPORT AREA	164	10		2	100	NORM	3/0	NORM	35.33	58,120	NORM	NORM	83	48,240
2	01	01	1	1512	070-SRVC STN W BA	136	14	BRK/CONC B	1	100	NORM	3/0	NORM	139.60	233,220	NORM	NORM	80	186,580
														UNADJ. TOTAL RCN	528,970				
														AVG. %GOOD	0.80				
														UNADJ. TOTAL RCNLD	424,930				
														GRADE FACTOR	X	1.08			
														TOT. BLDG. RCNLD	458,920				
														IDENTICAL UNITS	X	1			
														ECON. COND FACTOR	X	1.00			
														TOTAL RCNLD	458,900				

MEMO
 OO WOODMANS FOODS/GAS,LUBE&WASH
 IO
 CONVENIENCE STORE/LUBE

YARD IMPROVEMENTS AND/OR SECONDARY BUILDINGS

STRUCTURE CODE	FLAT	SIZE1	SIZE2	ID	UNITS	UNITS	GRD	RATE/COST	RCN	YEAR	PHYS COND	FUN CD	%GD	RCNLD	
CP8-CANOPY AVG		0	3872	1	SQFT	C		23.18	89,768	2008	NORMAL	NORMAL	0.00	56,550	
TN2-TNK UNGR FB		0	20000	1	SQFT	C		4.21	84,180	2008	NORMAL	NORMAL	0.00	64,820	
TN2-TNK UNGR FB		0	8000	1	SQFT	C		4.21	33,672	2008	NORMAL	NORMAL	0.00	25,930	
TN2-TNK UNGR FB		0	6000	1	SQFT	C		4.21	25,254	2008	NORMAL	NORMAL	0.00	19,450	
OTHER IMPROVEMENT:														0	
														TOTAL OBY VALUE	166,800

CLT UNIVERS SYSTEM (c) 1986-2005 Ver 7.50W

July 11, 2017

OAK CREEK, WI - 2017 COMMERCIAL VALUATION - CLT COST

11:55:07 am

OAK CREEK, WISC. - 2017 (ASSESSMENT YEAR 2017)

PARCEL: 813-9038-000	ACCOUNT NO: 8139038	OWNER NAME: WOODMAN'S FOOD MARKET, INC	CARD 3 OF 3
CLASS: G2-260	MAP/ROUTE: 8139038000	PROPERTY ADDRESS: 8131 -51 HOWELL AVE S	NBHD : 700.50
SALE DATE: 20061219	SALE TYPE: 1	SALE PRICE: 6,510,000	SALE SOURCE: 4
20050624	2	2,923,000	4
0	0	0	0
			7

BUILDING OTHER FEATURES

LINE	STRUCTURE CODE	FLAT	MEAS-1	MEAS-2	ID	UNITS	UNITS	RATE/COST	RCN
1	SS1-SPRINK WET		1728	0	1	SQFT		3.11	5,370
1	OD3-OVHD MTR WD		10	0	10	SQFT		27.26	10,900

INTERIOR-EXTERIOR DATA

BLDG NO: 3 YEAR BUILT: 2008 NO. OF UNITS: 0 STRUCTURE TYPE : 337-CAR WASH - AUTOMATIC
 GRADE: C IDENT UNITS: 1 BASIC TYPE CODE: 4

SEC	LEVELS	DIMENSIONS	USE TYPE	PERM	HT	WALLS	CONS	IN%	PTNS	H/A	PLMB	SF RATE	RCN	PHYS	FUNC	%GD	RCNLD			
1	01	01	1	1728	075-CAR WASH-AUTO	168	14	BRK/CONC	B	2	100	NORM	3/0	NORM	57.49	115,610	NORM	NORM	77	89,020

UNADJ. TOTAL RCN	115,610
AVG. %GOOD	0.77
UNADJ. TOTAL RCNLD	89,020
GRADE FACTOR	X 1.00
TOT. BLDG. RCNLD	89,020
IDENTICAL UNITS	X 1
ECON. COND FACTOR	X 1.00
TOTAL RCNLD	89,000

MEMO
 OO WOODMANS FOODS/GAS,LUBE&WASH
 IO
 CAR WASH

LAND VALUE	4,436,100
BLDG VALUE	11,435,500
TOTAL VALUE	15,871,600

	PRIOR VALUE	COST VALUE	CURRENT VALUE	ASSESSED VALUE
	2016	2017	2017 [COST] ASSESSED LEVEL [1.00]
LAND VALUE	4,436,100	4,436,100	4,436,100	4,436,100
BLDG VALUE	11,270,800	11,435,500	11,435,500	11,435,500
TOTAL VALUE	15,706,900	15,871,600	15,871,600	15,871,600

PARCEL ID: 813-9038-000

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the June 13, 2018 Vendor Summary Report in the combined total of \$707,600.78.

Fiscal Impact: Total claims paid of \$707,600.78

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

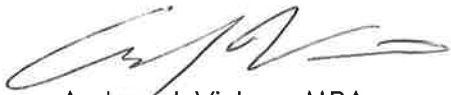
Background: Of note are the following payments:

1. \$95,654.31 to Advanced Disposal (pg #2) for May recycling and trash pickup.
2. \$7,667.00 to Arlington Computer Products (pg #3) for laptop and equipment replacements.
3. \$64,634.70 to Benistar (pg #5) for May Medicare supplement insurance.
4. \$50,391.00 to BS&A (pg #6) for BS&A annual service/support fee.
5. \$41,646.00 to Drexel Square Hotel Group (pg #8) for building bond refund.
6. \$8,908.60 to Embury, LTD. (pg #8) for Library tables, shelves, kios reference desk, and display units.
7. \$36,036.56 to Holz Motors, Inc (pg #12) for new Police Department squad vehicle.
8. \$33,129.00 to KVG Building Corporation (pg #13) for Drexel Town Square Bathrooms.
9. \$70,052.73 to JPM (pgs #28-38) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
10. \$7,360.00 to Monroe Truck Equipment (pg #16) for Project 18024, replace dump box on plow truck #45.
11. \$5,010.28 to Pieperline (pg #18) for emergency repair to a lighting polymer concrete box, Project 15023 Ikea Way.
12. \$7,681.67 to Savage Solutions, LLC (pg #21) for Tourism marketing consulting services and advertising supplies/tools.
13. \$7,507.20 to Securian Financial Group, Inc. (pgs #21-22) for July employee life insurance.
14. \$5,000.00 to Sikh Temple of WI Inc. (pg #23) for building bond refund.

-
15. \$15,000.00 to Spielbauer Fireworks Co, Inc (pg #24) for July 4th fireworks.
 16. \$10,419.00 to The Explorium Brewpub (pg #1) for June's beer garden event.
 17. \$6,160.58 to Vandewalle & Associates, Inc. (pg #25) for professional services relating to TIF #14 and TIF#15 creation.
 18. \$26,576.71 to WE Energies (pgs #26-27) for street lighting, electricity & natural gas.
 19. \$11,265.66 to WI Court Fines & Surcharges (pg #27) for May's court fines.
 20. \$5,879.11 to WI Dept. of Transportation (pg #21) for Project 16010, EVP.
 21. \$21,203.13 to World Fuel (pg #28) for fuel inventory.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 6/13/18 Invoice GL Distribution Report

COMMON COUNCIL REPORT

Item:	Electronic Health Record Selection
Recommendation:	That the Common Council authorize staff to begin contract negotiations with CHAMP for electronic health record system implementation, training, and maintenance.
Fiscal Impact:	The cost of the electronic health record system will be \$26,579 with implementation, training, and annual subscription for the first year. The annual subscription will be approximately \$12,669 after the first year. The majority of funding will come from Health Department grants that are allocated by the State Department of Health Services on an annual basis.
Critical Success Factor(s):	<input type="checkbox"/> Vibrant and Diverse Cultural Opportunities <input type="checkbox"/> Thoughtful Development and Prosperous Economy <input type="checkbox"/> Safe, Welcoming, and Engaged Community <input type="checkbox"/> Inspired, Aligned, and Proactive City Leadership <input type="checkbox"/> Financial Stability <input type="checkbox"/> Quality Infrastructure, Amenities, and Services <input checked="" type="checkbox"/> Not Applicable

Background: The Health Department is currently using a software system with very minimal capabilities, limiting the data that can be entered, stored, and retrieved from the system. Currently, the majority of Health Department data is stored in various spreadsheets, making data entry and retrieval time-consuming and burdensome. Upgrading to a comprehensive electronic health record system would allow the Health Department to enter, store, and retrieve data for all Health Department activities in one location, streamlining the process of data entry and allowing for more productive use of staff time. Additionally, services to clients would be improved as the Health Department would have a comprehensive history of client contacts in one location, allowing staff to more effectively assess and address client needs. Finally, the Health Department receives a variety of annual grant funding to support programming, and most funders have extensive data reporting requirements. Implementing a comprehensive electronic health record system would allow the Health Department to more easily store and retrieve data for the purpose of grant reporting and program analysis.

After researching electronic health record systems used by various local health departments, Health Department staff solicited three potential vendors including CHAMP, EzEMRx, and Software Expressions. After viewing demos of each potential vendor and reviewing their proposals, it was the recommendation of Health Department staff that CHAMP be selected as the vendor for the electronic health record system. Health Department staff feel that CHAMP's proposal best addresses the current and future data storage and retrieval needs of the department.

The cost of this project would be as follows:

Year 1 Implementation, Training, and Annual Subscription	\$26,579
Year 2 Annual Subscription	\$12,669

Options/Alternatives: The other two vendors, EzEMRx and Software Expressions, could provide the Health Department with an electronic health record system; however, both systems have significant limitations. EzEMRx was designed to be used in a clinical setting and does not translate very well to a public health setting. A basic version of Software Expressions has been used by the Health Department for the past several years; however, it is a cumbersome system that staff do not feel confident using, despite extensive training. Neither of these vendors would allow the Health Department to document all data and activities, making the continued use of alternate data storage methods necessary in addition to the electronic health record system. Project costs for the other two vendors are listed below.

	EzEMRx	Software Expressions
Year 1 Implementation, Training, and Annual Subscription	\$17,264	\$17,895
Year 2 Annual Subscription	\$11,014	\$3,290 + ongoing consulting & technical support fees

Respectfully submitted:

Prepared:


Andrew J. Vickers, MPA
City Administrator


Darcy DuBois, MPH
Community Public Health Officer

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments: none



COMMON COUNCIL REPORT

Item: Welding Shop Acoustic Curtain

Recommendation: Allow the Director of Public Works to accept a quote from Reliable Door to install an acoustic curtain which would partition the welding shop from the mechanics area, in the amount of \$20,650.

Fiscal Impact: Project is an approved 2018 CIP Project budgeted for \$17,400 dollars

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

Background: The acoustic curtain is an approved project in the 2018 CIP budget and budgeted at \$17,400. The cost will utilize our CVMIC Safety Grant. The additional \$3,250 that exceeds the original estimate will be taken from our operating budget. A number of companies were contacted to quote this project, but based on its unique characteristics, only two companies submitted quotes.

- | | |
|--------------------------------|-------------|
| 1. Reliable Door | \$20,650.00 |
| 2. Arbon Equipment Corporation | \$21,213.00 |

Options/Alternatives:

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Ted Johnson
Director of Public Works

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Two quotes received for the project.



Estimate

Wisconsin Service Center

N173 W21130 Northwest Passage Way
 Jackson, WI 53037
 Phone# 262-677-8993
 Toll Free# 866-769-3735
 Fax# 262-677-8920

Illinois Service Center

4745 W. 136th Street
 Crestwood, IL 60418
 Phone# 708-824-1915
 Fax# 708-824-1958

SHIP TO:

Ralph Kneusel
 City of Oak Creek
 800 W Puetz Rd
 Oak Creek, WI 53154
 Phone#: 414-570-5681
 Cell#: 414-397-6139
 Email: rkneusel@oakcreekwi.org

BILL TO:

City of Oak Creek
 800 W Puetz Rd
 Oak Creek, WI 53154

DATE April 20, 2018

Estimate # Q77781

Terms: net 30 days

Delivery/Lead Time: 4-5 Weeks ARO

Estimate valid until: June 19, 2018

Prepared by: Mike Schlicht

Ph#: 414-750-7001

email: mschlicht@rdoor.com

Estimate Description or Special Instructions:

Q77781- City of Oak Creek - Goff Sound Barrier Curtains

Qty.	Description	AMOUNT
-	Thank you for the opportunity to quote on the following sound curtain project. We will be providing (2) 60' long tracks for the curtains to slide on. One track will have 10' of curtain 12' high and 20' of curtain 24' high. The second track will have 30' of curtain 24' high. All mounting hardware and tracks included.	
1.0	Goff Dual Tracks with Sound Barrier Curtains	
-	Man lift provided by City of Oak Creek	
Installation, Materials, Tax and Freight TOTAL:		\$ 20,650.00

RDD Installation Includes:

- o Complete Mechanical Installation
- o Install During Normal Business Hours (M-F 7:00 am to 4:00pm), Unless Noted Above
- o Removal of Existing Equipment by RDD
- o Door Start-Up, Testing and Training Included
- o Lift Equipment (Fork Truck / Scissor Lift) Being Supplied by Customer, Unless Quoted Above

*Reliable Door and Dock Reserves the Right to Revise this Estimate for Any Unforeseen Labor and/or Material Costs Prior to Installation

Addendum

- o Equipment, freight, tax and mechanical installation included. Any and all building permits, if necessary, by others.
- o Need space requirements on specification sheet for installation. Any obstruction to be removed by owner, unless purchased as an option.
- o Ready access must be made available.
- o Door and area to be clear of traffic during installation
- o Use of a fork truck and scissor lift, supplied by others, required otherwise additional charges will apply.
- o Price is valid for 60 days from date of estimate and includes material and installation
- o Any and all electrical connections, included control panel mounting, to be done by others.

Note: If installation is listed in this proposal, the equipment is considered real property improvement; therefore, is not taxable to you, as the customer. RDD is responsible for remitting any taxes to the state. If installation is not

included in this proposal, RDD will be adding sales tax to the invoice unless a valid exemption certificate is provided.

If you have any questions concerning this estimate, contact: Mike Schlicht, 414-750-7001

THANK YOU FOR YOUR BUSINESS!

ACCEPTED: _____

DATE: _____



Reliable Door and Dock Warranty

Reliable Door and Dock, Inc. ("RDD") warrants that RDD labor shall be free from defects in workmanship for the warranty period of: (a) sixty (60) days for trouble-shooting, repair, part or component replacement, or other general service work ("Service Work"); or (b) twelve (12) months for installation of new equipment ("Installation Work"). The warranty period begins on the date the labor was performed for Service Work or the date that installation was completed by RDD for Installation Work.

RDD does not independently warrant the materials or equipment we install for either Service Work or Installation Work. Instead, RDD passes the original equipment manufacturer ("OEM") warranty for all materials and equipment installed, to the extent permitted. RDD will facilitate warranty claims to the OEM, but ultimately it is up to the OEM to honor their warranty.

RDD's sole obligation under this warranty is to repair or replace, at RDD's sole discretion, any work which is defective. No such repair or replacement will extend the applicable warranty period. No claims under this warranty shall be valid unless RDD is notified in writing of the defect within a reasonable time following its discovery, but in no event later than the expiration of the applicable warranty period. When a warranty claim arises, customer must contact RDD to arrange for repair.

This warranty does not cover ordinary wear and tear, vandalism, abuse, misuse, overloading, altered equipment, equipment or parts which have not been properly operated or maintained or which have been improperly serviced or adjusted by others, or damages caused by failure to follow the maintenance or operation procedures outlined in the applicable owner's manual or in technical information issued by the original equipment manufacturer.

The remedy of repair or replacement provided for herein is the sole and exclusive remedy for breach of the above limited warranty. If such remedy fails its essential purpose, RDD's liability shall be limited to a refund of the purchase price paid by the customer for the subject labor.

THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

RDD WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LABOR COSTS, MATERIAL COSTS, OR PENALTIES ARISING FROM THE SALE, USE OR INSTALLATION OF THE GOODS, FROM ANY BREACH OF CONTRACT OR WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT TERMS OF ANY NATURE, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY RDD CONCERNING THE SALE, USE OR INSTALLATION OF THE GOODS. IN ADDITION, IN NO EVENT SHALL RDD BE LIABLE IN CONNECTION WITH AN AMOUNT THAT EXCEEDS THE PAYMENTS RDD HAS RECEIVED FOR THE GOODS SOLD AND SERVICES PERFORMED FOR THE SUBJECT EQUIPMENT. RDD SHALL NOT BE SUBJECT TO BACK-CHARGES, OFF-SETS, OR CREDITS WITHOUT THE EXPRESS WRITTEN PERMISSION OF AN OFFICER OF RDD.

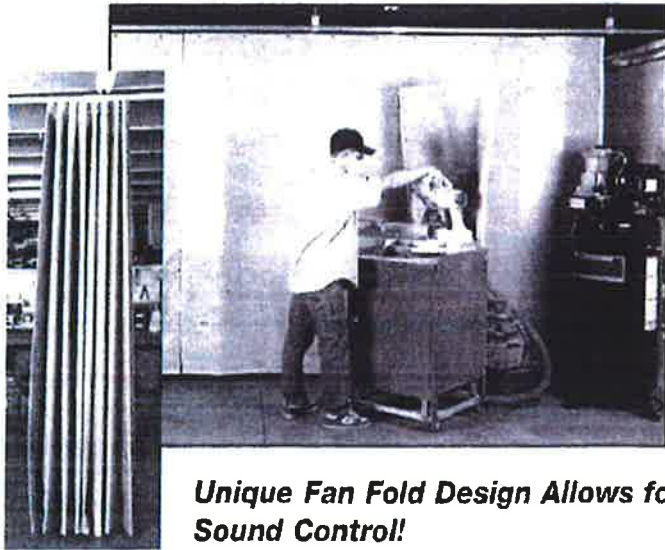
Revision 12/31/15B

• NOISE CONTROL CURTAINS AND SCREENS •

Golf's SOUND CURTAINS

Dependable Industrial Noise Control

Contain & Absorb Harmful Industrial Strength Noises!



Collapsible Panels

Benefits:

- Custom Made for Each Application
- Improves Working Conditions
- Durable & Sleek Panels
- Economical Alternative to Metal Enclosures

Features:

- Collapsible Panels for Flexibility
- Reduction in Noise by up to 45 db
- Typical STC of 29 within Coverage Area
- High Mass Vinyl Barriers (No Lead)
- Sleek Design Minimizes Loss of Space
- Viscoelastic Acoustic Damper with Suspended Mineral Particles and an Aluminum Constraining Layer

Unique Fan Fold Design Allows for Complete Flexibility in Sound Control!

Sound Control Curtains

Easily collapse and slide curtains out of the way when not needed. Operates on a track and roller system that can be flush, suspend, or face mounted. Panels connect with full length velcro.

Ideal for a wide variety of applications including large machinery, manufacturing area division, garages, and more!

- Options Available
- 9 Vinyl Colors Available (see below)
 - Insulated Floor Sweep
 - Acoustic Valance



Sound Control Screens

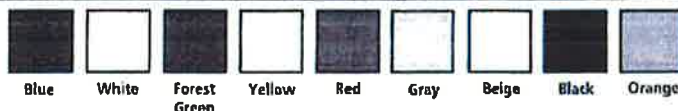
Portable and versatile heavy duty 1-3/16" extruded aluminum frames allow for easy mobility. Panels can be joined together to form 2, 3 and 4 sided enclosures.

Ideal for a wide variety of applications including air compressors, small machinery, continuously moving noisy operations, and more!

- Options Available
- 9 Vinyl Colors Available (see below)
 - Caster Kit for Easy Mobility
 - Hinge Kit to Connect Adjacent Screens



18 oz Vinyl Color Options



• NOISE CONTROL CURTAINS AND SCREENS •

• NOISE CONTROL CURTAINS AND SCREENS •

• NOISE CONTROL CURTAINS AND SCREENS •

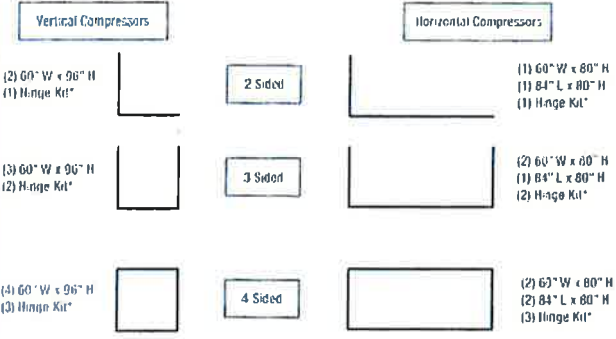
Sound Transmission Loss (db)							
Frequency	125	250	500	1000	2000	4000	STC
	12	16	25	32	38	45	29

Specifications	
Description	High Performance Sound Dampening Panels
Material	18 oz Solid Vinyl Exterior & Viscoelastic Acoustic Damper
Width	Specify (Each panel is 60" wide)
Height	Specify
Weight	0.6 lb/sq ft
Collapsing Width	+/- 10%
Grommets	#2 on 12" centers
Panel Joining	Full Length Velcro
Colors	Beige, Black, Blue, Gray, Green, Orange, Red, Yellow, & White
Mounting	Track & Roller System, Wall Mount or Free Standing Frame
Options	Floor Sweep, Caster Kit (Screens Only), Hinge Kit (Screens Only)

Air Compressor Portable Acoustic Screens

Designed for 5-10 HP Vertical & Horizontal Piston Driven Reciprocating Compressors

There is a 4" gap from the bottom of curtain to the floor to allow air to flow through.
 There is a 7" gap from the bottom of the curtain to the floor on screens with casters.



* Note: Hinge Kits are available as an accessory.

Sides	Compressor	Enclosure Size
2	Vertical	60"W x 54"L x 96"H
3	Vertical	60"W x 54"L x 96"H
4	Vertical	60"W x 54"L x 96"H
2	Horizontal	60"W x 84"L x 80"H
3	Horizontal	60"W x 84"L x 80"H
4	Horizontal	60"W x 84"L x 80"H

Warranty: Goff's Enterprises, Inc. warrants all Curtain Wall Systems from failure in normal use due to defect in material or workmanship for a period of five years from date of purchase. Lifetime warranty on all track & roller hardware. Goff's Enterprises, Inc. may elect to repair or replace defective or damaged goods.

Goff's Product line includes a variety of custom made vinyl products. Other products include High Performance Vinyl & Mesh Doors, Roll-up Curtains, Outdoor & Super Exterior Curtains, Climate Control Curtains, Welding Curtains, Strip Doors, Welding Screens, Privacy Screens, Noise Control Curtains & Screens, Trailer Doors, Manual Bug Blocking Doors, Food Processing Curtains, & More!



Distributed By

09/16



700 Hickory Street • Pewaukee, WI 53072
 Phone: (262) 691-4998 • 800-234-0337
 Fax: (262) 691-3255 • 800-959-0170
www.GoffsCurtainWalls.com
sales@goffscw.com
[Facebook.com/GoffsEnterprises](https://www.facebook.com/GoffsEnterprises)
[Twitter.com/GoffsEnt](https://twitter.com/GoffsEnt)





Goff's Enterprises, Inc.

Manufacturers of the Original Goff's Curtain Walls
1228 Hickory Street • Pewaukee, Wisconsin 53072
Phone 800-234-0337 • 262-691-4998 • Fax 262-691-3255
Email sales@goffscw.com • Web www.goffscurtainwalls.com

Sound Curtains

Product Advantages

- Panels connect with full length Velcro
- Collapse to approximately 5% of overall width
- Typical STC of 29 within coverage area
- High Mass Vinyl Barriers (no lead)
- Sleek Design minimizes loss of space
- Viscoelastic acoustic damper with suspended mineral particles and an aluminum constraining layer
- Track and Trolley Mounting

Options Available

- 9 Color Options: Blue, Black, White, Grey, Green, Orange, Yellow, Beige, & White
- Three mounting styles: Ceiling, Wall and Free-standing
- Acoustic Valance
- Insulated Floor Sweep

Product Benefits

- High performance - sound transmission loss to 45db
- Durable & Sleek Panels
- Improves Working Conditions
- Economical alternative to metal enclosures or walls
- Custom Made for Each Application!

9071 North Deerbrook Trail • Milwaukee, WI 53223 • Phone 414-354-1206 • Toll Free 800-969-0678 • Fax 414-354-6259

Ralph Kneusel
City of Oak Creek
800 W. Puetz Rd.
Oak Creek, WI 53154
414-570-5681

Tuesday, March 13, 2018

Reference Job:
R3 City of Oak Creek Curtain Wall

Product Description

Zoneworks SZ Acoustic Wall

Qty

1

Unit Price

-

Extended Price

INCLUDED



Zoneworks® SZ Acoustic Curtain Wall

- **Features 1 lb./SF loaded vinyl sheeting with an STC-23 rating**
- Reduce noise from grinders, shredders, large industrial machines and equipment
- Partition areas for sound-control in multi-use facilities
- Protect employee comfort and productivity
- Custom-design a noise-control solution for your specific application
- Apply an affordable alternative to permanent wall construction
- Reconfigure as needed when operations change
- Custom-engineered to ensure proper fit
- Suspend easily from roof structure or custom framework
- 18-ounce vinyl fabric is fire retardant and meets NFPA-701 standards. Polyester batting is FMVSS-302 certified



SZ Panels for higher and lower frequency sounds
Sound Transmission Class (STC): 23

Project Description:

L1 - "SLIDING" SZ stationary sound attenuating insulated curtain wall system, 18oz BLUE FR vinyl cover fabric, antimicrobial polyester fiber insulation, 1/8" thick mass loaded vinyl sheet. STC = 23.

Curtain sizes as follows:

Curtain A: 7'-6"W x 12'-0"H (East side) - 6" overlap to middle panel

Curtain B: 38'-0"W x 20'-0"H (middle)

Curtain C: 15'-6"W x 20'-0"H (West side) - 6" overlap to middle panel

Curtains to include fabric corner/wall/tee connectors as required by layout.

No joist filler curtains supplied.

Curtains supplied in nominal 5'-0"W panels, with hook/loop closure strips along each vertical edge for field joining. Hemmed top edge for mounting with self-drill/tap screws and fender washers (by others). Curtains include 9"H removeable, trimmable bottom sweeps, same fabric and color as main curtain cover fabric.

** Curtain A supplied with 15'-0" long track that will be cantilevered off East wall @ nom. 12' AFF & supported by post @ opposite end or other means. Supplied with ceiling mount brackets. Track support mechanism by others.

** Curtain B & C to travel on dual track mounted side by side @ nom. 20'-0" AFF & hanging from threaded rod brackets. (60'-0" long track x (2)) Threaded rod drops by others.

** All track to be T880 galvanized, utilizing special 4-wheel trolleys & quick links on approx. 7"-8" centers. Top of curtains hemmed with #2 brass grommets for attaching trolleys.

Due to weight restriction, the std. SZ curtain with the loaded vinyl interior layer is utilized up to 14'-0" off grade & the remaining curtain height utilizes the SZ2 construction. Panels are joined together at the factory using a horizontal "Y" touch & hold closure joint.

TAPE,TYPE B,3"X30'ROLL

1

INCLUDED

PLEASE SEE NEXT PAGE!

Freight and Handling Installation	Included Included
Total	\$21,213.00

* The above price is a revision to (2) previous quotes and includes materials, freight and installation by Arbon. Tax is not figured based on tax exempt status. If tax needs to be added it will be added to the final invoice. If tax exempt please provide your tax exempt certificate at the time of order placement.

* If the City of Oak Creek can supply a "Scissor Lift" a deduction can be made. Approximately \$500.00 TBD

* The above price is based on Standard Wages (not prevailing wage project).

Quote Prepared For:

Ralph Kneusel
City of Oak Creek
800 W. Puetz Rd.
Oak Creek, WI 53154
414-570-5681
rkneusel@oakcreekwi.org

Please Direct Purchase Order To:

Kevin Murphy
Arbon Equipment Corporation - Northcentral
2841 Allied Street, Unit B
Green Bay, WI 54304
920-490-8426
414-214-8742 x2212 (direct phone)
920-265-4269 (cellular phone)
920-490-8999 (fax)
KMurphy@ritehite.com

R3 City of Oak Creek Curtain Wall

- Prices are based on installation of equipment during normal business hours and normal business week (M-F) and based on all equipment being installed on same trip with driveway to be poured prior to start of installation.

Standard Remarks: Unless otherwise specified in writing:

- Delivery will be per the project schedule, unless a specific "order date/delivery date" has been set.
- If applicable, all product lead times are calculated from the time that approved documentation is returned to us.
- Please note that all installation prices included in this proposal are based on reasonable access to the installation site. We reserve the right to address any additional costs incurred due to poor or obstructed access or interference by other trades or weather-related site conditions. Work area must be free and clear of all obstructions and full access provided during entire job. All delays will be billed at regular hourly rates.
- Customer is responsible for unloading, off-loading and storage of the product.
- Product lead time is approximately _____ weeks. Please allow for one (1) additional week for delivery.
- If required, all permits and bonds of any type, are borne by purchaser. Regular hourly rates will be added for fire watch, attending safety orientation or special client requirements.
- Customer is responsible for electrical wiring, control wiring, hook-up and interconnecting along with mounting of any necessary control boxes, activation, and signs pertaining to the equipment being installed. Arbon will provide control wiring for an additional \$_____ based on the power source of _____V/ PH is brought to within 5' of where the control box is to be located. This price includes all activation, interconnects and interlocks if applicable.
- Removal and disposal of old equipment from the site is not included. If Arbon Equipment Corporation is to provide this service, please add \$_____.
- Unless specifically stated otherwise, all installation will be performed by factory-trained non-union personnel during normal business hours Monday through Friday. If union labor is required additional charges will apply. This Agreement is not subject to prevailing wage requirements unless expressly stated and accompanied by required documentation and the applicable wage determination. Additional charges will apply for prevailing wage projects.
- By accepting this proposal, Customer accepts product specifications, configuration and terms and conditions.
- For Domestic transactions prices are F.O.B. manufacturer's point of shipment and are firm for 30 days on quantities shown. For International transactions prices are FCA Factory point of shipment and are firm for 30 days on quantities shown.
- Customer is responsible for all sales and use taxes not specified herein.
- ALL TERMS AND CONDITIONS ATTACHED OR HEREIN REFERENCED, INCLUDING LIMITATIONS ON LIABILITY AND DISCLAIMERS OF WARRANTY APPLY AND ARE INCORPORATED HEREIN BY REFERENCE.
- Both parties have read, understand and agree to the prices, terms and conditions herein and attached and seller objects to any additional terms or conditions. Issuance of a purchase order and/or contract to purchase product or services shall be acceptance of these terms herein stated with or without signature. Any language, terms or conditions contained in a purchase order and/or contract that is contrary to those herein shall be null and void as this is the complete and exclusive contract between Purchaser and Seller with respect to products and/or services. Shipment of any product or any services performed pursuant to a purchase order and/or agreement shall be unaffected by language contained in this proposal and any such shipment or performance of services shall be unaffected by language contrary in any purchase order or contract. All terms and conditions are incorporated by reference and contained on Seller's website at <http://www.ritehite.net/arbonorderterms.pdf>.

Accepted By: _____ **Title:** _____

P.O. #: _____ **Date:** _____



Mechanical & Electrical Order Review Buyer's and Seller's Responsibilities

Responsibility	Buyer	Arbon	N/A
Field verification of job site conditions. If Arbon's responsibility, the manufacturing process will not begin until site conditions are verified.	X	X	
Other prep work or remaining obstructions (please specify).	X		
Removal of existing equipment or other obstructions prior to installation (please specify). No Equipment or materials in the path of install.	X		
Unloading and storage of equipment at the job site.	X		
Forklift Equipment required. For Staging around install area.	X		
Scissor/Boom Lift required. Possible Deduct if Provided by City of Oak Creek		X	
Fire watch. Between the Installer an City of Oak Creek TBD	X	X	
Mechanical installations in accordance with shop drawings and/or manufacturer's instructions.		X	
Job site safety training. If yes, how long?	X		
Placement of debris and packaging materials in job-site dumpster (dumpster provided by Customer).	X		
Disposal of removed equipment.	X		
Electrical Permit required.			X
Line wiring; a properly fused disconnect with voltage required must be installed within 5 feet of equipment location prior to mechanical installation.			X
Control wiring; Control wiring from fused disconnect to control panel, wiring from control panel to motor, wiring of all limit switches.			X
Activation wiring. Mounting and wiring of activation devices. Please specify:			X
Saw cutting of floor and installation of induction loop wires.			X
Induction loop layout.			X
Specify voltage and phase.			X
EMT conduit is used, if rigid conduit is required indicate here.			X
What type of access will be provided to work area? Example: one position at a time, two or three positions at a time, unlimited access.		full	
Other Considerations: Final Walk Thru Plus Approval Drawings	X	X	

Accepted By: _____ Title: _____

P.O. #: _____ Date: _____

Arbon Equipment Corporation Standard Terms & Conditions

(Revised 10.19.15)

- 1. ORDERS; QUOTATIONS.** Purchaser has read, understands and agrees to the prices, terms and conditions herein and attached and seller objects to any additional terms or conditions. Issuance of a purchase order and/or contract to purchase product or services shall be acceptance of these terms herein stated with or without signature. Any language, terms or conditions contained in a purchase order and/or contract that is contrary to those herein shall be null and void as this is the complete and exclusive contract between Purchaser and Seller with respect to products and/or services. Shipment of any product or any services performed pursuant to a purchase order and/or agreement shall be unaffected by language contained in this proposal and any such shipment or performance of services shall be unaffected by language contrary in any purchase order or contract. This Agreement is not subject to prevailing wage requirements unless expressly stated and accompanied by required documentation and the applicable wage determination. Any and all modifications to this Order must be in writing and signed by the Seller.
- 2. PRICING.** For Domestic transactions prices are F.O.B. manufacturer's point of shipment and are firm for 30 days on quantities shown. For International transactions prices are FCA Factory point of shipment and are firm for 30 days on quantities shown. All bonds or permits shall be Purchaser's responsibility unless specified in a quotation. All quotations are void if not accepted by Purchaser in writing within 30 days from its date. Seller reserves the right to increase a quoted fee in the event that the Purchaser requests a variation on the goods agreed. If Purchaser does not take delivery of a confirmed Order for goods within 90 days of the agreed upon delivery date, Seller shall have the right to increase the purchase price provided Seller gives Purchaser reasonable notice of the proposed price increase. In the event of a proposed price increase based on the foregoing Purchaser shall have the right to cancel this agreement within 5 days after receipt of such notice and subject to the pre-shipment Cancellation Charges below.
- 3. DELIVERY.** Delivery dates specified, if any, are estimates and Seller shall in no event be held liable for delays occasioned by labor disputes, material shortages, acts of God, fires, floods, delays in transportation, or any event or circumstances beyond its exclusive control. IN THE EVENT OF A DELAY OR FAILURE OF PERFORMANCE NOT EXCUSED UNDER THE FOREGOING, SELLER'S LIABILITY SHALL NOT EXCEED THAT PORTION OF THE INVOICE PRICE REPRESENTED BY THE QUANTITY OR MATERIAL DELAYED OR NOT SHIPPED. Purchaser acknowledges that title and risk of loss shall pass upon delivery of the goods to carrier.
- 4. PAYMENTS.** Net invoices will be paid within 30 days from the date of invoice for equipment purchases and 10 days from the date of invoice for service transactions. A finance charge of two-percent (2%) per month, or the highest rate allowed by law may be added to the unpaid balance on all accounts not paid in full on or before the due date. Purchaser shall be liable for all costs of collection including but not limited reasonable attorney fees and court costs. Unloading of all goods is the responsibility of the Purchaser.
- 5. WARRANTIES.** In all cases in which a manufacturer extends to Seller a limited warranty for finished goods covered by this document, that warranty and all associated limitations of liability shall control Purchaser's rights. The standard warranty of Rite Hite is as follows: Rite Hite warrants that its products will be free from defects in design, materials and workmanship for a period of one to five years from the date of shipment depending on the product. All claims for breach of this warranty must be made within 30 days after the defect is or can, with reasonable care, be detected and in no event no more than 30 days after the warranty has expired. In order to be entitled the benefits of this warranty, the products must have been properly installed, maintained, operated within their rated capacities, and not otherwise abused. Periodic lubrication and adjustment is the sole responsibility of the owner. This warranty is Seller's exclusive express warranty. SELLER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS WARRANTIES INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Nonstandard Seller warranties, if any, must be specified by Seller in writing. In the event of any defects covered by this limited warranty, Seller will remedy such defects by repairing or replacing any defective equipment or parts, bearing all of the costs for parts, labor and transportation. This shall be the exclusive remedy for all claims whether based on contract negligence or strict liability.
- 6. LIMITATION OF LIABILITY.** ARBON EQUIPMENT CORPORATION, RITE-HITE COMPANY, LLC OR THEIR PARENT, AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS, SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF THE USE OF ANY EQUIPMENT OR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE OF ANY KIND WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO THE REPAIR OR

REPLACEMENT OF GOODS OR PERFORMANCE OF SERVICES, WITHOUT COST TO BUYER, OF DEFECTIVE MATERIALS, OR THE REPAYMENT OF THE PURCHASE PRICE UPON RETURN OF MATERIALS, OR THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF ANY DEFECTS, AS SELLER MAY SOLELY ELECT. Seller shall have the right, at all times hereafter, to inspect the materials and otherwise investigate Purchaser's claims.

7. **SPECIFICATIONS.** The application of a manufacturer's specifications to a particular job is the responsibility of the Purchaser.

8. **CANCELLATION CHARGES.** If Purchaser cancels an order for goods before accepting the goods for any reason other than a timely objection to a price increase, the following cancellation charges expressed in a percent of the purchase price will be paid by the Purchaser and constitute liquidated damages.
- A) Standard equipment cancelled
 - before (pre) shipment - 20%
 - after shipment but before installation - 50% plus cost of shipment and return
 - B) Special equipment cancelled
 - before manufacturing - 20%
 - during manufacturing - 100%
 - after shipment - 100% plus cost of shipment and return

"Standard Equipment" means any equipment described on current price list as available without modifications, options, or changes whether at additional cost or not excepting rail car ramps which are considered special equipment being manufactured to the purchaser's center line dimensions. All other equipment is special equipment.

9. **PERFORMANCE.** Seller shall perform all services in a professional and workmanlike manner. Nothing herein shall be deemed to constitute Seller as a joint venturer, partner, or anything other than an independent contractor. Purchaser acknowledges that it will comply with all U.S. laws and regulations including but not limited to U.S. laws regulating export compliance.

If Purchaser (i) fails to perform any of the terms and conditions to be performed by Purchaser, including, without limitation, payment of the purchase price when due, (ii) dissolves or is liquidated, or (iii) is the subject of a proceeding in bankruptcy, insolvency, receivership or assignment or the benefit of creditors, then Seller may, in its sole discretion, without notice to Purchaser, declare Purchaser to be in default. Upon or after default, Seller may, without notice, (i) defer any shipments or stop any materials shipped while in transit until payment in full is made, or until Seller is otherwise satisfied as to Purchaser's financial responsibility and Purchaser has given adequate assurance of payment to Seller as requested by Seller, (ii) cancel in whole, or in part, any and all orders then outstanding between Seller and Purchaser, (iii) declare all sums owing hereunder and under any other agreement, documents or instruments between Seller and Purchaser, whether now or hereafter existing to be immediately due and payable, and (iv) exercise any and all other rights and remedies available under applicable law, including, without limitation, the Uniform Commercial Code of Wisconsin. All attorneys' fees and legal expenses incurred by Seller in enforcing the same shall be borne by Purchaser.

10. **INDEMNIFICATION.** Purchaser shall defend, indemnify and hold Seller, its agents and employees harmless against any and all liability including strict liability, any allegations, demands, claims, charges, causes of action, suits, proceedings, judgments, awards, orders, decrees, losses, fines, penalties, costs and expenses including but not limited to attorneys' fees arising out of Purchaser's use of the goods and/or services. Purchaser agrees that upon acceptance of the goods or services or payment hereunder, that any action shall be commenced within one (1) year.
11. **CONFIDENTIAL INFORMATION.** Purchaser and Seller may have access to, acquire, or become acquainted with confidential and proprietary information relating to the other party's business, including without limitation, financial information, market information, business projections, business methods, algorithms, trade secrets, technology, contacts, etc. that is not generally known to the public (the "confidential or proprietary information"). Each party shall hold in strictest confidence and shall not (other than as required in the performance of the party's duties or specifically allowed in writing) disclose or use, either directly or indirectly, any confidential or proprietary information, either during the term of the Agreement, or any time thereafter. Notwithstanding anything to the contrary, "confidential or proprietary information" shall not include any information: (a) which is, at the time of disclosure, known to the recipient without violation of this Agreement or is generally available to the public; (b) which becomes at a later date, known to the recipient or generally available to the public through no act or omission of the recipient, and then only after such later date; or (c) to the extent which may be required by process of law to be disclosed by the recipient, but only upon prior written notice to the disclosing party of no less than ten (10) days, if notice is permitted, so that the disclosing party may obtain a protective order or other equitable relief.
12. **VENUE/JURISDICTION.** This transaction shall be governed by the laws of the State of Wisconsin. Purchaser hereby agrees that any all disputes arising under this Order shall be subject to adjudication only in the state courts of Milwaukee County, Wisconsin or the Eastern United States District Court in Milwaukee, Wisconsin and Purchaser hereby consents to the exclusive jurisdiction of those courts. In any dispute arising hereunder the prevailing party shall be entitled to attorneys' fees. The rights and obligations of the parties hereunder shall not

be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

13. If any provision is declared invalid by a court of competent jurisdiction all other provisions shall remain in full force and effect.



COMMON COUNCIL REPORT

Item: Milwaukee Metropolitan Sewerage District (MMSD) conservation agreement at Lake Vista Park

Recommendation: That the Common Council adopts Resolution No. 11951-061918, a resolution granting to Milwaukee Metropolitan Sewerage District (MMSD) a ten-year conservation easement at Lake Vista Park as shown in the attached figure (Tax Key Nos. 868-9996-002 and 868-9993-001)(4th Aldermanic District).

Fiscal Impact: None.

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

Background: The permeable pavers and bioretention (Green Infrastructure) used for storm water management in Lake Vista Park were constructed using \$100,000 from a Green Streets grant and \$58,930 of Green Solutions funding, both from MMSD. A condition of receiving reimbursement is a ten-year conservation easement on the areas constructed with MMSD funding, to ensure the Green Infrastructure (GI) remains in place and functioning for at least ten years. The GI fulfills a storm water management need, as well as providing parking areas, and it is anticipated to be in place for well beyond the ten-year requirement. The park construction contract included an item for the contractor to provide three years of establishment and maintenance. The easement will terminate on March 1, 2028.

The easement requires the City to maintain the GI in place, and in a condition that it continues to function as intended to treat and pass storm water from the site.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Susan A. Winnen, P.E.
Environmental Engineer

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Michael C. Simmons, P.E.
City Engineer

Attachments: Resolution No. 11951-061918, MMSD Conservation Easement

Exhibit B easement location map

RESOLUTION NO. 11951-061918

BY: _____

**RESOLUTION GRANTING TO
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD)
A TEN-YEAR CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE
CONSTRUCTED WITH MMSD FUNDING
AT LAKE VISTA PARK**

(TAX KEY NOS. 868-9996-002 AND 868-9993-001)

(4TH ALDERMANIC DISTRICT).

WHEREAS, MMSD has provided grant funding to construct permeable pavers and bioretention at Lake Vista Park, and;

WHEREAS, a condition of the financial grant is that a conservation easement will be given to MMSD for the areas of infrastructure that were constructed utilizing full or partial MMSD funding, and;

WHEREAS, the easement agreement requires the City to keep the permeable pavers and bioretention in place and functioning for at least ten years, and;

WHEREAS, the City cannot receive reimbursement funding for the grant until the conservation easement has been signed;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the Conservation Easement to MMSD be granted and the Mayor and City Clerk are hereby authorized to execute the same, and;

BE IT FURTHER RESOLVED, that MMSD will record the easement in the office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of June, 2018.

Passed and adopted this 19th day of June, 2018.

President, Common Council

Approved this 19th day of June, 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT B

MAP SHOWING THE LOCATION OF THE PROPERTY AND
THE GREEN INFRASTRUCTURE SUBJECT TO THIS EASEMENT



LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE is granted on the first day of March 2018 by the City of Oak Creek (Landowner) to the Milwaukee Metropolitan Sewerage District (Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located in Milwaukee County, Wisconsin, which is described in Exhibit A and depicted on a map shown in Exhibit B (the Property). The Property is at 4200 East Lake Vista Boulevard and 4001 East Lake Vista Parkway, Oak Creek, Wisconsin 53154.

This Limited Term Conservation Easement applies only to certain areas of the Property that have conservation value. These areas contain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (Green Infrastructure). Exhibit B shows the areas within the property that are subject to this Limited Term Conservation Easement.

B. Conservation Values. In its present state, the Property has conservation value because it has 5,580 square feet of porous pavement and 27,117 square feet of bioretention. This Green Infrastructure provides a total retention capacity of 220,118 gallons.

C. Baseline Documentation. The condition of the Property and specifically the Green Infrastructure is documented in an inventory of relevant features, characteristics, and Conservation Values (Baseline Report), which is on file at the office of the Easement Holder and incorporated into this Conservation Easement by reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

Recording Area

Name and Return Address:

Milwaukee Metropolitan
Sewerage District
Attention: Michael Hirsch
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Tax Key Number:

868-9993-001
868-9996-002

D. Public Policies. The preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

E. Qualified Organization. The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.

F. Conservation Intent. The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of ten years. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.

G. Funding Provided by Easement Holder. The Easement Holder has provided funding to the Landowner for the installation of the Green Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily conveys to the Easement Holder a Conservation Easement (the Easement) for a period of ten years on the Property. This Easement consists of the following terms, rights, and restrictions:

- 1. Purpose.** The purpose of this Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed on the Property, which consists of 5,580 square feet of porous pavement and 27,117 square feet of bioretention. This Green Infrastructure provides a total retention capacity of 220,118 gallons.
- 2. Effective Dates.** This Easement becomes effective on March 1, 2018, and terminates on February 28, 2028.
- 3. Recording of Easement.** The Easement Holder will record this Easement at the Easement Holder's expense.
- 4. Operation and Maintenance.** The Landowner will operate and maintain the Green Infrastructure so that it remains functional for the entire term of this Easement. The Landowner is solely responsible for operation, maintenance, and evaluating performance.

5. Additional Reserved Rights of the Landowner. The Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property.

The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions.

5.1 The encumbrance or conveyance is subject to the terms of this Easement.

5.2 The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.

5.3 The Landowner notifies the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

5.4 Failure of the Landowner to perform any act required in Subparagraphs 5.2 and 5.3 does not impair the validity of this Easement or limit its enforceability in any way.

6. Easement Holders Rights and Remedies. To accomplish the purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies.

6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.

6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

6.3 Enter the Property. The Easement Holder has the right to enter the Property to: inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will: provide prior notice to the Landowner before entering the Property, comply with all of the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's activities.

7. Remedies for Violations. The Easement Holder has the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

- 7.1 Notice of Problems. If the Easement Holder identifies problems with the Green Infrastructure, then the Easement Holder will initially attempt to resolve the problems collaboratively. The Easement Holder will notify the Landowner of the problems and request remedial action within a reasonable time.
- 7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If the Landowner fails to respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.
- 7.3 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include: temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.
- 7.4 Enforcement Delays. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.
- 7.5 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.
- 7.6 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the purpose of this Easement.

8. General Provisions.

- 8.1 Amendment. The Landowner and Easement Holder may amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder, it:

- a. diminishes the Conservation Values of the Property,
- b. is inconsistent with the purpose of the Easement,
- c. affects the duration of the Easement, or
- d. affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement to a unit of federal, state, or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.

8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the purpose of the Easement and protection of the Conservation Values of the Property.

8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.

8.7 Extinguishment. This Easement may be terminated or extinguished before the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (a) exercise of the power of eminent domain or purchase in lieu of condemnation takes all or part of the Property or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the

condition of or surrounding the Property makes accomplishing the purpose of the Easement impossible.

8.8 Joint Obligation. The obligations imposed by this Easement upon the Landowner are joint and several.

8.9 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:

- a. *Operation, upkeep, and maintenance*. The Landowner is responsible for the operation, upkeep, and maintenance of the Property.
- b. *Control*. In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
 - (i) exercise physical or managerial control over the day-to-day operations of the Property;
 - (ii) become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances; or
 - (iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of real property.
- c. *Permits*. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement and all construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations, and requirements.
- d. *Indemnification*. The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents, contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with:

- (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
- (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the Property;
- (iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

e. *Taxes.* Before delinquency, the Landowner shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon or incurred in response to this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

8.10 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located and may re-record it or any other document necessary to protect its rights under this Easement.

8.11 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.

8.12 Successors. This Easement is binding upon, and inures to the benefit of, the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property for the term of the Easement.

8.13 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.

8.14 Warranties and Representations. The Landowner warrants and represents that:

- a. The Landowner and the Property comply with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;

- b. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and
- c. The person signing this Easement has authority to grant this Conservation Easement to the Easement Holder.

GRANT OF INTEREST TO EASEMENT HOLDER

As the Mayor of the City of Oak Creek, I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this _____ day of _____, 2018.

By: _____
Daniel Bukiewicz
Mayor

STATE OF WISCONSIN
MILWAUKEE COUNTY

On this _____ day of _____, 2018, the person known as Daniel Bukiewicz came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public
Notary Public, State of _____
My Commission expires _____.

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term Conservation Easement on this _____ day of _____, 2018.

By: _____
Kevin L. Shafer, P.E.
Executive Director

Approved as to Form: _____
Attorney for the District

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, 2018, the person known as Kevin L. Shafer came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

Thomas A. Nowicki, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this conservation easement.

ATTACHMENTS

EXHIBIT A Description of the Property

EXHIBIT B Map Showing the Location of the Property and the Green Infrastructure Subject to this Easement

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Address: 4200 East Lake Vista Boulevard, Oak Creek, Wisconsin 53154

Tax Key: 868-9993-001

Legal Description: COM. 717.71 FT. E. & 33.01 FT. N. OF SW COR. SW 24-5-22, TH. N. 1125.43 FT. ELY. 1627.99 FT. TO MEANDER LI., SELY. ON MEANDER LI. 1026.57 FT., SWLY 153.09 FT. TO E. LI. SW 24-6-22, S. 86.99 FT. TO N. LI. RYAN RD., TH. W. 1931.56 FT. TO P.O.C. INCL.LAND BETW. MEANDER LI. & SHORELINE LAKE MICHIGAN. 57.575 ACS.

Address: 4001 East Lake Vista Parkway, Oak Creek, Wisconsin 53154

Tax Key: 868-9996-002

Legal Description: COM. 601.27 FT. S. & 33.01 FT. E. OF NW COR SW 24-5-22, TH E. 1053.26 FT., NELY. 283.46 FT., ELY. 904.70 FT. TO MEANDER LI. LAKE MICHIGAN, SLY. ON SD. MEANDER LI. 992.64 FT., W. 2050.18 FT., NWLY. 468.04 FT. ON CURV., NWLY 204.44 FT. TO E. LI. S. 5TH AVE., TH. N. 274.11 FT. TO P.O.B. INCL. LANDS BETW. MEANDER LI & SHORE OF LAKE MICHIGAN. 56.757 ACS

EXHIBIT B

MAP SHOWING THE LOCATION OF THE PROPERTY AND
THE GREEN INFRASTRUCTURE SUBJECT TO THIS EASEMENT



LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE is granted on the first day of March 2018 by the City of Oak Creek (Landowner) to the Milwaukee Metropolitan Sewerage District (Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located in Milwaukee County, Wisconsin, which is described in Exhibit A and depicted on a map shown in Exhibit B (the Property). The Property is at 4200 East Lake Vista Boulevard and 4001 East Lake Vista Parkway, Oak Creek, Wisconsin 53154.

This Limited Term Conservation Easement applies only to certain areas of the Property that have conservation value. These areas contain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (Green Infrastructure). Exhibit B shows the areas within the property that are subject to this Limited Term Conservation Easement.

B. Conservation Values. In its present state, the Property has conservation value because it has 5,580 square feet of porous pavement and 27,117 square feet of bioretention. This Green Infrastructure provides a total retention capacity of 220,118 gallons.

C. Baseline Documentation. The condition of the Property and specifically the Green Infrastructure is documented in an inventory of relevant features, characteristics, and Conservation Values (Baseline Report), which is on file at the office of the Easement Holder and incorporated into this Conservation Easement by reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

Recording Area

Name and Return Address:

Milwaukee Metropolitan
Sewerage District
Attention: Michael Hirsch
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Tax Key Number:

868-9993-001
868-9996-002

D. Public Policies. The preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

E. Qualified Organization. The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.

F. Conservation Intent. The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of ten years. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.

G. Funding Provided by Easement Holder. The Easement Holder has provided funding to the Landowner for the installation of the Green Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily conveys to the Easement Holder a Conservation Easement (the Easement) for a period of ten years on the Property. This Easement consists of the following terms, rights, and restrictions:

- 1. Purpose.** The purpose of this Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed on the Property, which consists of 5,580 square feet of porous pavement and 27,117 square feet of bioretention. This Green Infrastructure provides a total retention capacity of 220,118 gallons.
- 2. Effective Dates.** This Easement becomes effective on March 1, 2018, and terminates on February 28, 2028.
- 3. Recording of Easement.** The Easement Holder will record this Easement at the Easement Holder's expense.
- 4. Operation and Maintenance.** The Landowner will operate and maintain the Green Infrastructure so that it remains functional for the entire term of this Easement. The Landowner is solely responsible for operation, maintenance, and evaluating performance.

5. Additional Reserved Rights of the Landowner. The Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property.

The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions.

5.1 The encumbrance or conveyance is subject to the terms of this Easement.

5.2 The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.

5.3 The Landowner notifies the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

5.4 Failure of the Landowner to perform any act required in Subparagraphs 5.2 and 5.3 does not impair the validity of this Easement or limit its enforceability in any way.

6. Easement Holders Rights and Remedies. To accomplish the purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies.

6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.

6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

6.3 Enter the Property. The Easement Holder has the right to enter the Property to: inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will: provide prior notice to the Landowner before entering the Property, comply with all of the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's activities.

7. Remedies for Violations. The Easement Holder has the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

- 7.1 Notice of Problems. If the Easement Holder identifies problems with the Green Infrastructure, then the Easement Holder will initially attempt to resolve the problems collaboratively. The Easement Holder will notify the Landowner of the problems and request remedial action within a reasonable time.
- 7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If the Landowner fails to respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.
- 7.3 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include: temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.
- 7.4 Enforcement Delays. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.
- 7.5 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.
- 7.6 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the purpose of this Easement.

8. General Provisions.

- 8.1 Amendment. The Landowner and Easement Holder may amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder, it:

- a. diminishes the Conservation Values of the Property,
- b. is inconsistent with the purpose of the Easement,
- c. affects the duration of the Easement, or
- d. affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement to a unit of federal, state, or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.

8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the purpose of the Easement and protection of the Conservation Values of the Property.

8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.

8.7 Extinguishment. This Easement may be terminated or extinguished before the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (a) exercise of the power of eminent domain or purchase in lieu of condemnation takes all or part of the Property or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the

condition of or surrounding the Property makes accomplishing the purpose of the Easement impossible.

8.8 Joint Obligation. The obligations imposed by this Easement upon the Landowner are joint and several.

8.9 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:

- a. *Operation, upkeep, and maintenance*. The Landowner is responsible for the operation, upkeep, and maintenance of the Property.
- b. *Control*. In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
 - (i) exercise physical or managerial control over the day-to-day operations of the Property;
 - (ii) become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances; or
 - (iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of real property.
- c. *Permits*. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement and all construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations, and requirements.
- d. *Indemnification*. The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents, contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with:

- (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
- (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the Property;
- (iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

e. *Taxes.* Before delinquency, the Landowner shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon or incurred in response to this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

8.10 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located and may re-record it or any other document necessary to protect its rights under this Easement.

8.11 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.

8.12 Successors. This Easement is binding upon, and inures to the benefit of, the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property for the term of the Easement.

8.13 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.

8.14 Warranties and Representations. The Landowner warrants and represents that:

- a. The Landowner and the Property comply with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;

- b. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and
- c. The person signing this Easement has authority to grant this Conservation Easement to the Easement Holder.

GRANT OF INTEREST TO EASEMENT HOLDER

As the Mayor of the City of Oak Creek, I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this _____ day of _____, 2018.

By: _____
Daniel Bukiewicz
Mayor

STATE OF WISCONSIN
MILWAUKEE COUNTY

On this _____ day of _____, 2018, the person known as Daniel Bukiewicz came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public
Notary Public, State of _____
My Commission expires _____.

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term

Conservation Easement on this _____ day of _____, 2018.

By: _____
Kevin L. Shafer, P.E.
Executive Director

Approved as to Form: _____
Attorney for the District

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, 2018, the person known as Kevin L. Shafer
came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____.

Thomas A. Nowicki, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this
conservation easement.

ATTACHMENTS

EXHIBIT A Description of the Property

EXHIBIT B Map Showing the Location of the Property and the Green Infrastructure Subject to
this Easement

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Tax Key: 868-9993-001

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EXHIBIT B
MAP SHOWING THE LOCATION OF THE PROPERTY AND
THE GREEN INFRASTRUCTURE SUBJECT TO THIS EASEMENT





COMMON COUNCIL REPORT

Item: Traffic & Safety

Recommendation: To concur with the recommendations of the Traffic and Safety Commission to approve the installation of "Passive" Traffic Calming measures on W. Sycamore Avenue and S. 22nd Street, installation of pedestrian crossing and signs at 120 W. Town Square Way, installation of pedestrian crossing signs at 8040 S. 6th Street and and installation of "No Parking" signs on the east side S. Ikea Way from W. Drexel Avenue to 1st driveway of Ikea Store, around the cul-de-sac and on the west side of S. Ikea Way from W. Drexel Avenue to Forest Ridge Elementary School to be installed immediately with the remainder of the roadway to be signed after Labor Day.

Fiscal Impact: Street Department will construct handicap ramps, install signs and pavement markings.

- 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: Sycamore & 22nd - 5 residents were in attendance for this items. The residents complained of increased volume, speeding and non-compliance with stopping at Stop signs. The commission members informed the residents that the proposed improvements provide the 1st measure to address most of the issues in the corridor. The residents were appreciative of anything that could be done but skeptical of the effectiveness of the proposed improvements. Commission members stated that it has been installed in other locations with positive results and felt that this was appropriate.

Town Square - There were no residents or business representatives present for this item. Engineering described the existing conditions at the location. The existing sidewalk is on the east side of W. Town Square Way without a pedestrian crossing to Meijer Store. There is a bus stop located at this location and an installation of pedestrian crossing would provide a safer and defined location for people to cross this roadway. Commission member supported the installation and felt it was appropriate.

6th Street - There were no residents or business representatives present for this item. Commission members discussed the item and felt with the increased pedestrian volume due to Library, apartments and local events it was an appropriate installation.

Ikea Way - There were two representatives from Ikea Store for this item. Ikea representatives were in favor of the installation proposed and the timing of the installation. Since Ikea Store has opened in May it did not anticipate the number of people traveling long distances to shop would be and this is the main cause of vehicles parking along Ikea Way creating situation that was not originally intended for the area. Ikea is

actively looking for locations for workers to park and be shuttled in which would create additional parking and help alleviate the problem. The Fire Department stated that this would provide them a safe access to the building if an emergency happened. The Commission members felt that this was acceptable.

Options/Alternatives: Do nothing and leave existing conditions.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Matthew J. Sullivan, PE
Design Engineer

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Maps



CLOCK TOWER PLACE



INSTALL PED X-ING SIGN WITH AHEAD PLAQUE



INSTALL PED X-ING SIGN WITH ARROW PLAQUE

S. 6TH STREET

CITY HALL AND LIBRARY

INSTALL PED X-ING SIGN WITH ARROW PLAQUE



S. MARKET STREET

MARKET STREET

INSTALL NEW PED X-ING SIGN WITH AHEAD PLAQUE





INSTALL PED X-ING SIGN WITH AHEAD PLAQUE



INSTALL PED X-ING SIGN WITH ARROW PLAQUE

INSTALL CROSSWALK RAMPS AND HIGH VISIBILITY CROSSWALK PAVEMENT MARKINGS AT INTERSECTION

INSTALL PED X-ING SIGN WITH ARROW PLAQUE



INSTALL NEW PED X-ING SIGN WITH AHEAD PLAQUE

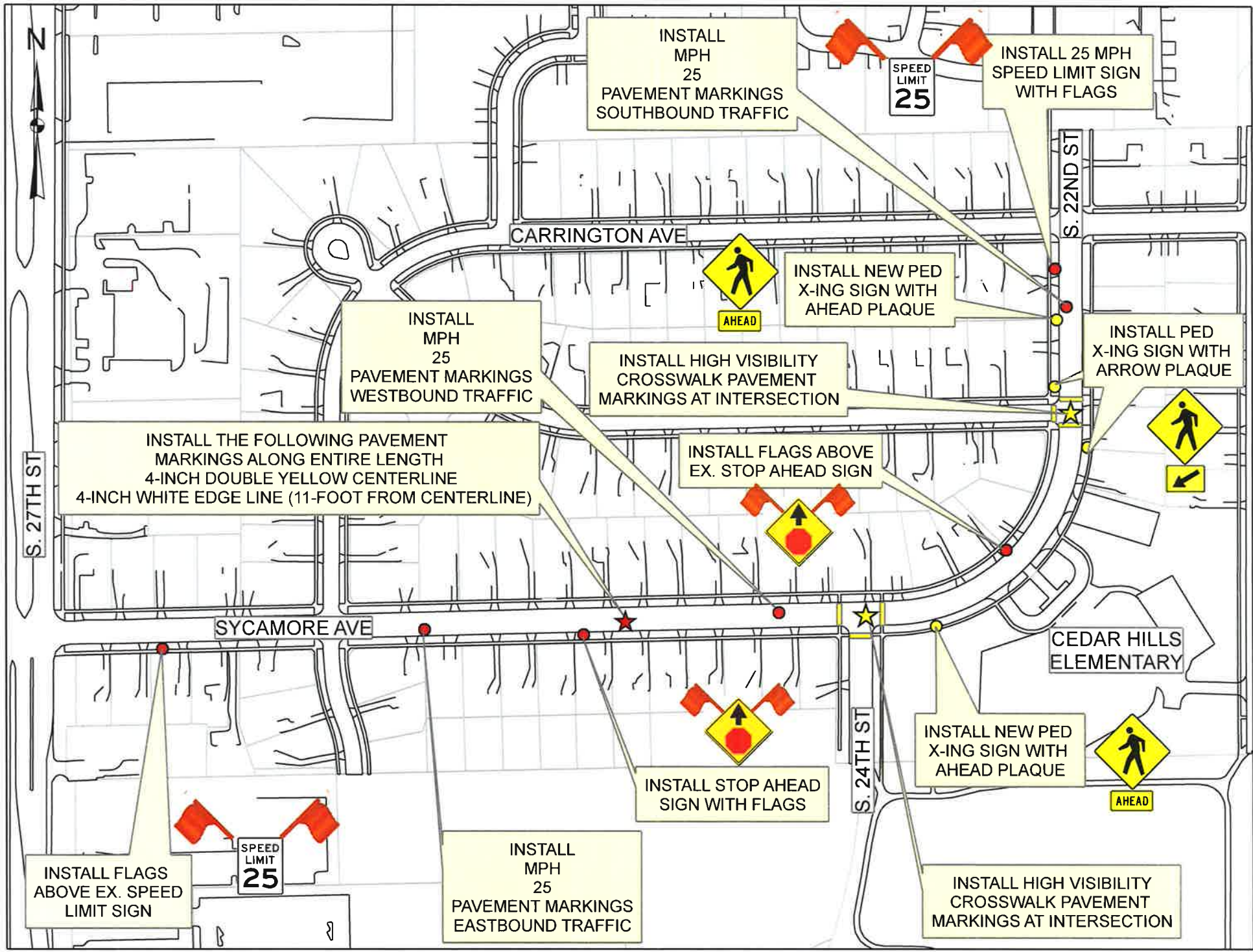


MEIJER STORE

TOWN SQUARE WAY

S. HOWELL AVENUE

MEIJER GAS STATION



INSTALL MPH 25 PAVEMENT MARKINGS SOUTHBOUND TRAFFIC

INSTALL 25 MPH SPEED LIMIT SIGN WITH FLAGS



CARRINGTON AVE



INSTALL NEW PED X-ING SIGN WITH AHEAD PLAQUE

S. 22ND ST

INSTALL PED X-ING SIGN WITH ARROW PLAQUE



INSTALL MPH 25 PAVEMENT MARKINGS WESTBOUND TRAFFIC

INSTALL HIGH VISIBILITY CROSSWALK PAVEMENT MARKINGS AT INTERSECTION

INSTALL THE FOLLOWING PAVEMENT MARKINGS ALONG ENTIRE LENGTH
4-INCH DOUBLE YELLOW CENTERLINE
4-INCH WHITE EDGE LINE (11-FOOT FROM CENTERLINE)

INSTALL FLAGS ABOVE EX. STOP AHEAD SIGN



S. 27TH ST

SYCAMORE AVE

S. 24TH ST

CEDAR HILLS ELEMENTARY

INSTALL NEW PED X-ING SIGN WITH AHEAD PLAQUE



INSTALL STOP AHEAD SIGN WITH FLAGS

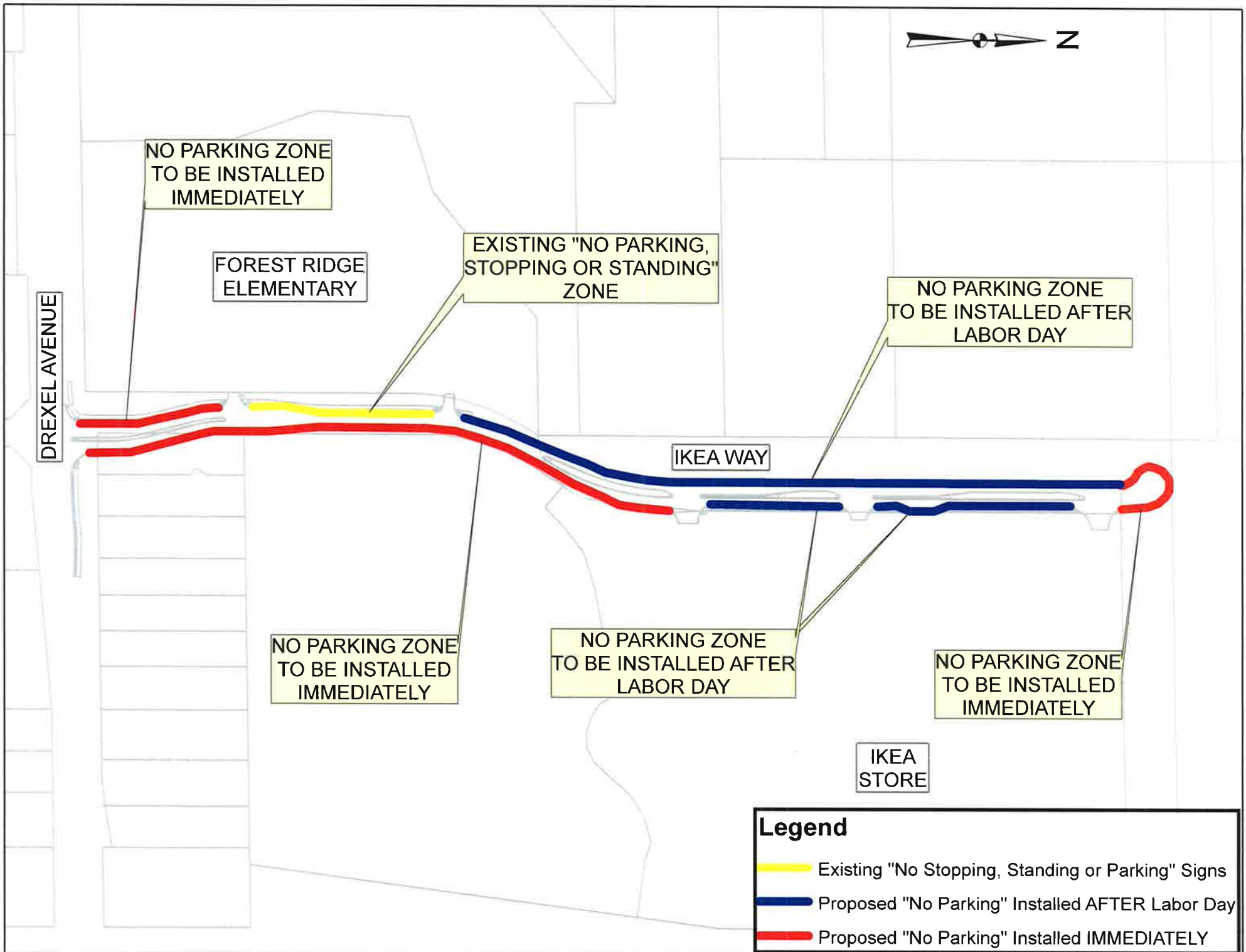


INSTALL MPH 25 PAVEMENT MARKINGS EASTBOUND TRAFFIC




INSTALL HIGH VISIBILITY CROSSWALK PAVEMENT MARKINGS AT INTERSECTION

INSTALL FLAGS ABOVE EX. SPEED LIMIT SIGN





Legend

-  Existing "No Stopping, Standing or Parking" Signs
-  Proposed "No Parking" Installed AFTER Labor Day
-  Proposed "No Parking" Installed IMMEDIATELY



COMMON COUNCIL REPORT

Item: Certified Survey Map - Tony DeRosa, HSI Properties, LLC - 8300, 8304, 8310, & 8380 S. 27th St. and 8370 S. Orchard Way

Recommendation: That the Council adopts Resolution No. 11954-061918, a resolution approving a Certified Survey Map for Tony DeRosa, HSI Properties, LLC, for the properties at 8300, 8304, 8310, & 8380 S. 27th St. and 8370 S. Orchard Way.

Fiscal Impact: The division of the property will create two (2) conforming multifamily residential lots as part of a proposed Planned Unit Development. The proposed PUD, if approved, will create 225 new apartments, which will yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. This property is part of TID 7; however, no TID assistance has been requested.

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, Tony DeRosa, HSI Properties, LLC, is requesting approval of a Certified Survey Map to reconfigure the properties at 8300, 8304, 8310, & 8380 S. 27th St. and 8370 S. Orchard Way into two (2) lots of conforming size and width. Council will recall that the future land use category and map in the Comprehensive Plan were amended in February of this year to “Mixed Residential” in anticipation of a multifamily residential development on these properties. A rezone and Planned Unit Development (PUD) request was reviewed by the Plan Commission at their meeting on June 12, and will be the subject of a public hearing before Council on July 17.

Wetlands must be delineated and included on the map prior to recording. This is consistent with the requirements from Resolution No. 11660-110315 (see attached). The signature page must also be updated to include the dedication and acceptance of the Orchard Way extension. The Applicant has been made aware of these requirements.

Council will note that a condition of approval has been included for consideration that was requested by the Applicants and landowners. This condition states that if the sale of the properties does not occur, the Certified Survey Map will not be recorded. While such condition is not typical, a one-time exception for this development is appropriate and presented for Common Council approval.

The Plan Commission reviewed this CSM at their meeting on June 12, 2018, and recommended approval with the following conditions:

1. That a wetland delineation is completed by a Wisconsin DNR-approved professional and included on the map prior to recording.
2. That all easements are shown and clearly labeled on the map prior to recording.
3. The signature page is updated to include the dedication language for the extension of Orchard Way.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.
5. That the Certified Survey Map shall not be recorded should the sale of the properties not occur within 6 months of the date of Common Council approval.

Options/Alternatives: Council has the discretion to modify the conditions of Certified Survey Map approval, or deny the request. Disapproval will likely result in the existing condition of the property to remain.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Resolution 11954-061918

Location Map

Certified Survey Map

Resolution 11660-110315

RESOLUTION NO. 11954-061918

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
TONY DEROSA, HSI PROPERTIES, LLC

8300, 8304, 8310, & 8380 S. 27th St. and 8370 S. Orchard Way
(2nd Aldermanic District)

WHEREAS, TONY DEROSA, HSI PROPERTIES, LLC, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

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

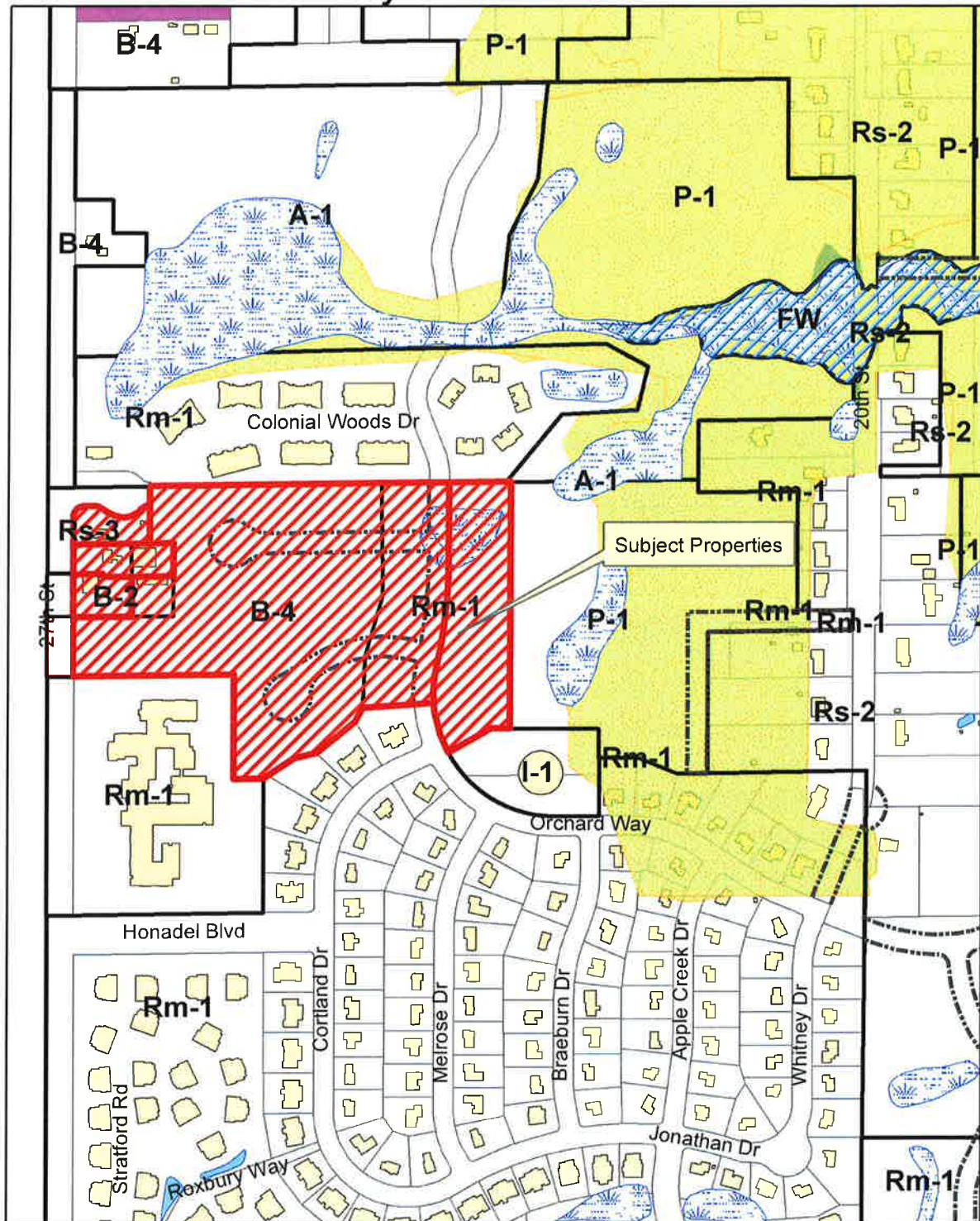
1. That a wetland delineation is completed by a Wisconsin DNR-approved professional and included on the map prior to recording.
2. That all easements are shown and clearly labeled on the map prior to recording.
3. The signature page is updated to include the dedication language for the extension of Orchard Way.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.
5. That the Certified Survey Map shall not be recorded should the sale of the properties not occur within 6 months of the date of Common Council approval.

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

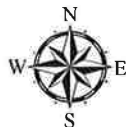
1. That a wetland delineation is completed by a Wisconsin DNR-approved professional and included on the map prior to recording.
2. That all easements are shown and clearly labeled on the map prior to recording.
3. The signature page is updated to include the dedication language for the extension of Orchard Way.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Location Map

8300, 8304, 8310, & 8380 S 27th Street
8370 S Orchard Way



Department of Community Development



Legend

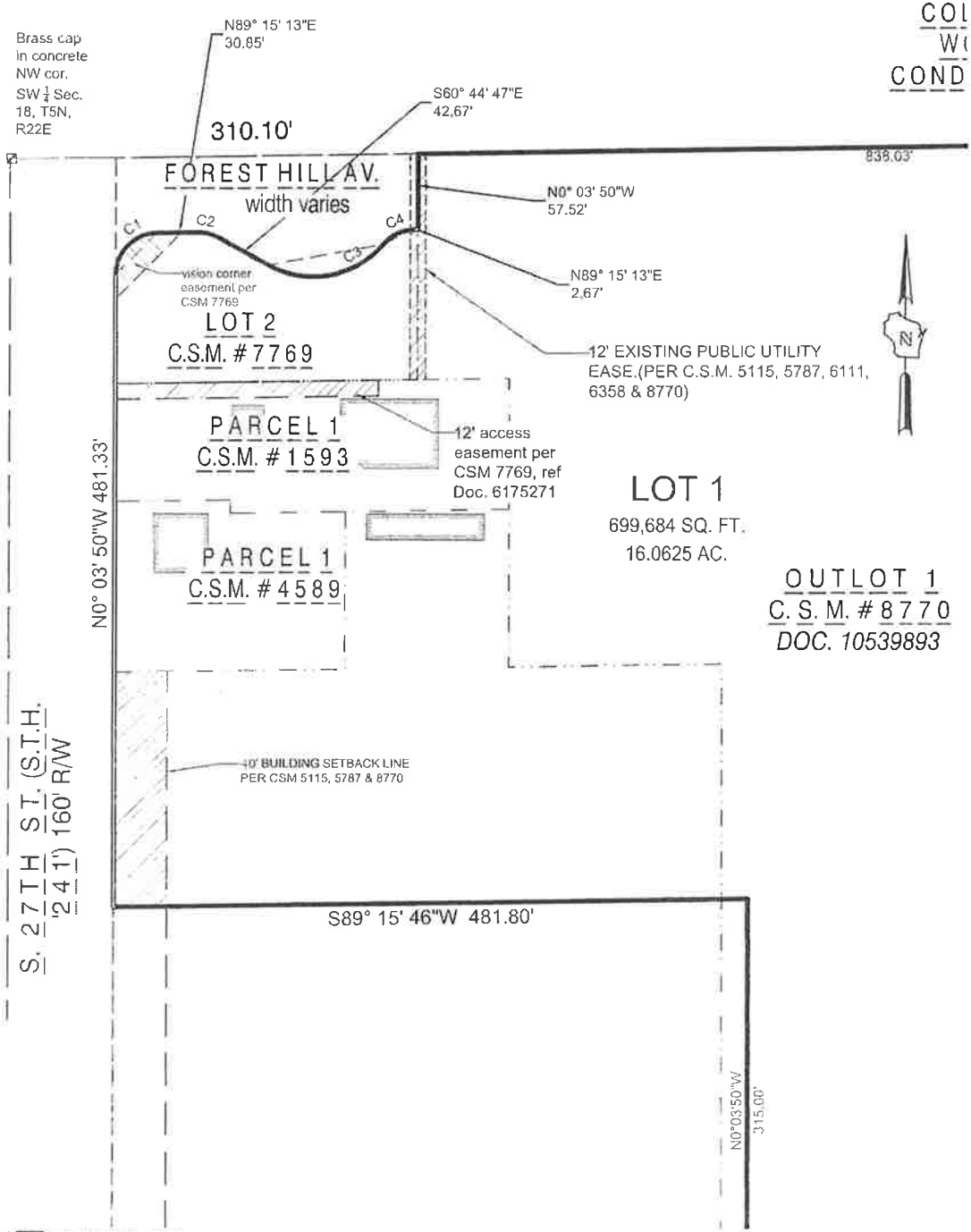
- Subject Properties
- Officially Mapped Streets
- Floodplain 2008
- DNR Wetlands Inventory
- Waterbodies
- Environmental Corridor

Zoning Overlays

- C-1-Shoreland Wetland
- FF-Flood Fringe
- Lakefront Overlay
- NO-Mixed Use Neighborhood
- OO-Mixed Use Office
- RR-Regional Retail

CERTIFIED SURVEY MAP NO. _____

Lot 2 of Certified Survey Map No. 7769, recorded as Document No. 9248022, and corrected by Affidavits recorded as Document No. 9284086 and 9357184, Parcel 1 of Certified Survey Map No. 1593, recorded as Document No. 4601016, and corrected by Affidavit of Correction recorded as Document No. 4660074, Parcel 1 of Certified Survey Map No. 4589, recorded as Document No. 5800989, Outlot 1 of Certified Survey Map No. 8770, recorded as Document No. 10539893, and Lot 2 of Certified Survey Map No. 8473, recorded as Document No. 10153586, all in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 18, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.



COL
W
COND



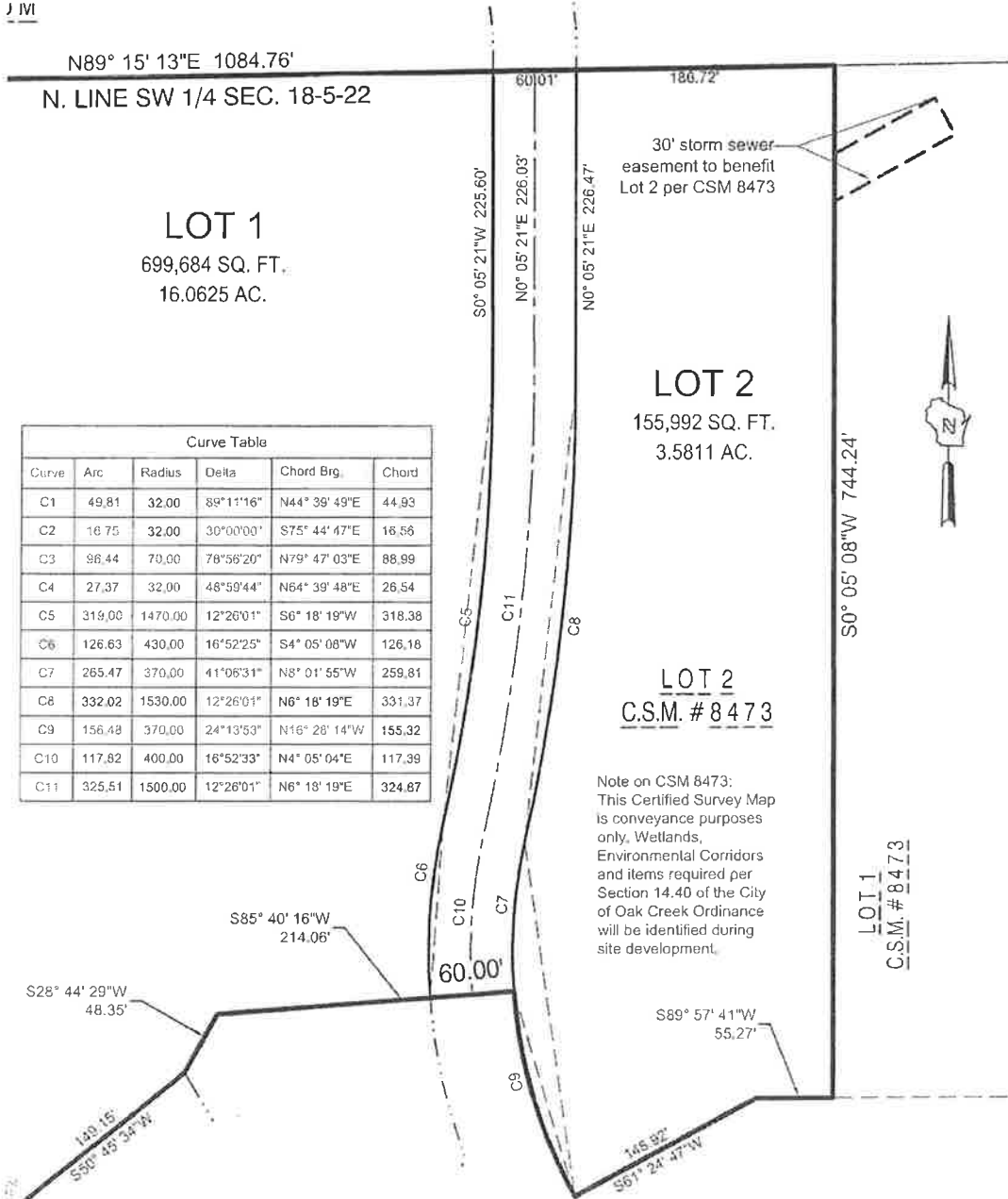
SIGMA
GROUP
Simple Source Smart Solutions

www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

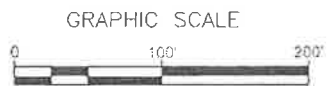
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J M



THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210



CERTIFIED SURVEY MAP NO. _____

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SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, Baiba M. Rozite, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped Lot 2 of Certified Survey Map No. 7769, recorded as Document No. 9248022, and corrected by Affidavits recorded as Document No. 9284086 and 9357184, Parcel 1 of Certified Survey Map No. 1593, recorded as Document No. 4601016, and corrected by Affidavit of Correction recorded as Document No. 4660074, Parcel 1 of Certified Survey Map No. 4589, recorded as Document No. 5800989, Outlot 1 of Certified Survey Map No. 8770, recorded as Document No. 10539893, and Lot 2 of Certified Survey Map No. 8473, recorded as Document No. 10153586, all in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 18, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Southwest $\frac{1}{4}$ section; Thence North 89°15'13" East, 310.10 feet along the north line of said 1/4 section to the point of beginning; continue thence North 89°15'13" East, 1084.76 feet along the north line of said 1/4 section to the east line of Lot 2 of Certified Survey Map No. 8473; thence South 0°05'08" West, 744.24 feet along said east line to the north line of Outlot 1 of Certified Survey Map No. 6111; thence South 89°57'41" West, 55.27 feet along said north line; thence South 61°24'47" West, 148.92 feet along said north line to the northeasterly line of Orchard Way and the beginning of a 370.00 foot radius non-tangent curve to the right whose chord bears North 16°28'14" West, 155.32 feet; thence northwesterly along said northeasterly line and said arc, 156.48 feet; thence South 85°40'16" West, 214.06 feet along the northerly line of The Villas at Apple Creek Condominiums No. 113; thence South 28°44'29" West, 48.35 feet along said northwesterly line; thence South 50°45'34" West, 149.15 feet along the northwesterly line of The Villas at Apple Creek Condominiums No. 112; thence South 77°53'45" West, 67.94 feet along the northwesterly line of The Villas at Apple Creek Condominiums No. 111; thence South 56°01'45" West, 109.95 feet along said northwesterly line; thence South 89°14'22" West, 90.90 feet along a north line of Lot 1 of Certified Survey Map No. 8770; thence North 0°03'50" West, 315.00 feet along the east line of said Lot 1; thence South 89°15'46" West, 481.80 feet along a north line of said Lot 1 to the east line of S. 27th Street (S.T.H. 241); thence North 0°03'50" West, 481.33 feet along said east line to the southerly line of Forest Hill Avenue and to the beginning of a 32.00 foot radius curve to the right, whose chord bears North 44°39'49" East, 44.93 feet; thence northeasterly 49.81 feet along said southerly line and the arc of said curve; thence North 89°15'13" East, 30.85 feet along said southerly line to the beginning of a 32.00 foot radius curve to the right whose chord bears South 75°44'47" East, 16.56 feet; thence southeasterly 16.75 feet along said southerly line and the arc of said curve; thence South 60°44'47" East, 42.67 feet along said southerly line to the beginning of a 70.00 foot radius curve to the left whose chord bears North 79°47'03" East, 88.99 feet; thence northeasterly 96.44 feet along said southerly line and the arc of said curve to the beginning of a 32.00 radius curve to the right whose chord bears North 64°39'48" East, 26.54 feet; thence northeasterly 27.37 feet along said southerly line and the arc of said curve; thence North 89°15'13" East, 2.67 feet along said southerly line to the west line of Outlot 1 of Certified Survey Map No. 8770; thence North 0°03'50" West, 57.52 feet along said west line to the point of beginning.

Said parcel contains a total of 895,845 SQUARE FEET OR 20.566 ACRES of land, more or less.

That I have made the survey, land division and map by the direction of the owner of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and CHAPTER 14 OF THE CITY OF OAK CREEK MUNICIPAL CODE in surveying, dividing and mapping the same.

BAIBA M. ROZITE S-2351

DATE

THE  SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER 17460 drafted by BMR 4-30-2018

SHEET 4 of 6

CERTIFIED SURVEY MAP NO. _____

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OWNER'S CERTIFICATE

HSI PROPERTIES, LLC, a Wisconsin limited liability company, duly organized and existing under the laws of the State of Wisconsin, as owner, caused the land described on this map to be surveyed, divided and mapped as represented on this map.

HSI PROPERTIES, LLC, as owner, does further certify that this map is required by s. 236.10 or 236.12 to be submitted to the following for approval or objection: The City of Oak Creek.

IN WITNESS WHEREOF, the said HSI PROPERTIES, LLC, owner, has caused these presents to be signed, at _____, Wisconsin, this ____ day of _____, 20____.

HSI PROPERTIES, LLC

By: RYAN SCHULTZ, MANAGER

STATE OF WISCONSIN))SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20____, the above-named RYAN SCHULTZ, to me known to be the person who executed the foregoing instrument and to me known to be the MANAGER of HSI PROPERTIES, LLC, and acknowledged that he executed the foregoing instrument as such member as the deed of said company, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES _____

CERTIFIED SURVEY MAP NO. _____

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CITY OF OAK CREEK PLAN COMMISSION CERTIFICATE OF APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE CITY OF OAK CREEK ON THIS ____ DAY OF _____, 20____.

DANIEL BUKIEWICZ, CHAIRMAN
CITY OF OAK CREEK

DOUGLAS W. SEYMOUR, CORRESPONDING
SECRETARY, CITY OF OAK CREEK

CITY OF OAK CREEK COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED AND ACCEPTED BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK ON THIS ____ DAY OF _____, 20____, BY RESOLUTION NO. _____.

DANIEL BUKIEWICZ, MAYOR
CITY OF OAK CREEK

CATHERINE A. ROESKE, CLERK
CITY OF OAK CREEK

RESOLUTION NO. 11660-110315

BY: Ald. Bukiewicz

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR NORB THEINE, APPLE TOWER DEVELOPMENT, INC.

8380, 8400, 8432 S. 27th St.
(2nd Aldermanic District)

WHEREAS, NORB THEINE, APPLE TOWER DEVELOPMENT, INC., hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

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

1. That all technical corrections are made prior to recording.
2. That the officially mapped street pattern for S. Orchard Way on Lot 3 is depicted on the map prior to recording.
3. That a wetland delineation be completed on Lots 2 & 3 by a Wisconsin DNR-approved professional prior to development of Lots 2 & 3. Should the survey indicate the presence of wetlands, a new CSM or Affidavit of Correction shall be submitted to the City of Oak Creek. Wetlands on Lot 1 shall be shown on this CSM (approved by Resolution No. 11660-110315) prior to recording.
4. That all deferred special assessments are paid in full prior to recording;

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

1. That all technical corrections are made prior to recording.
2. That the officially mapped street pattern for S. Orchard Way on Lot 3 is depicted on the map prior to recording.
3. That a wetland delineation be completed on Lots 2 & 3 by a Wisconsin DNR-approved professional prior to development of Lots 2 & 3. Should the survey indicate the presence of wetlands, a new CSM or Affidavit of Correction shall be submitted to the City of Oak Creek. Wetlands on Lot 1 shall be shown on this CSM (approved by Resolution No. 11660-110315) prior to recording.
4. That all deferred special assessments are paid in full prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 3rd day of November, 2015.

Passed and adopted this 3rd day of November, 2015.



President, Common Council

Approved this 3rd day of November, 2015.



Mayor

ATTEST:



City Clerk

VOTE: Ayes 6 Noes 0

COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 6/19/18 License Committee Report.

Fiscal Impact: License fees in the amount of \$6,865 were collected.

Critical Success Factor(s):

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

Background: The License Committee did not meet prior to the 6/19/18 council meeting. Tentative recommendations are as follows:

1. Grant an Operator's license to:

- * Nicole Taylor, 8900 S. Wood Creek Dr., Oak Creek (Meijer)
- * Dylan Johnson, S25 W26820 Winnebago Way, Waukesha (Water Street Brewery)
- * Eden Hyatt, 8435 S. Shepard Ave., Oak Creek (Kwik Trip)
- * Clarisa Miller, 8862 S. Wood Creek Dr., Oak Creek (Aldi)
- * Colin Pluta, 4444 S. 67th St., Greenfield (Applebee's)
- * Kristina Brown, 5798 S. 27th St., Milwaukee (Meijer)
- * Ande Shaw, 6137 S. Kirkwood Dr., Cudahy (Meijer)
- * Rita Moreno, 350 W. Sunnyview Dr., Oak Creek (Speedway)
- * Autumn Strand, 2920 Erie St., Racine (Speedway)

2. Grant a Transient Merchant license to TightSeal Exteriors, 10700 W. Venture Dr., Franklin, WI, selling home exterior products and services, and to the following salespersons (favorable background reports received):

- * Michael Richards, 3940 E. Holmes Ave., Cudahy
- * Jacob Poffenberger, 2824 Crossridge Dr., Racine
- * Joshua Silveus, 3344 S. 84th St., Milwaukee

3. Grant a Transient Merchant license to Grumpy's, LLC, 1724 Spring Place, Racine, WI, selling pre-packaged ice-cream treats, and to the following salesperson (favorable background report received):

- * Marissa Aldridge, 1705 Edgewood Ave., Racine

4. Grant a Temporary Class "B" / "Class B" Retail Alcohol License (Picnic) to Mark Zapp, Agent, St. Matthew's Parish, 9303 S. Chicago Rd., for St. Matthew's Fish Boil's scheduled for 10/12/18, 4/5/19, and 5/17/19.

5. Grant a renewal alcohol beverage license for the licensing year July 1, 2018 through June 30, 2019 to the following applicants:

Class A Beer / Class A Liquor (Cider Only)

Harminder Basra, Agent, Ryan Road Mobil LLC dba Ryan Road Mobil, 9444 S. Chicago Rd.

Class A Combination

Gurjapbir S. Kahlon, Agent, Rasleen Gas & Food Mart, Inc., dba BP, 9502 S. Howell Ave.

Class B Combination

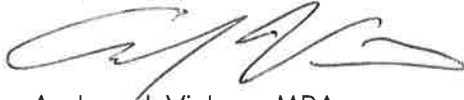
Phil Landa, Agent, El Fogon Tacos and Beer, Inc., dba El Fogon Tocas and Tequilla Bar, 8701 S. Howell Ave.

Teresa Jacob, Agent, Oak Creek Diner-Jacob, LLC dba Oak Creek Diner, 6874 S. 13th St.

6. Grant an Amusement Operator and Amusement Devices License(s) to Reggie's Amusements, LLC, 1331 W. Janat Dr., Oak Creek, WI.

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