



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

COMMON COUNCIL MEETING AGENDA

DECEMBER 4, 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: 11/19/18 and 11/20/18

New Business

4. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending October 31, 2018.
5. **Motion:** Consider a *motion* to concur with the Mayor's appointments as follows:
Board of Review – filling a vacant 5 year term, expiring 4/2023
 - Elizabeth Jackson – 9750 South Shepard Hills DriveBoard of Zoning/Housing Appeals – filling a vacant 3 year term, expiring 4/2021
 - Talwinder Kang – 1402 West Armann Way
6. **Ordinance:** Consider Ordinance No. 2921 – amending Ordinance No. 2890, fixing the salary ranges, salary, wages and allowances for Part-Time Personnel and Other City Offices and Positions for the Year 2019 - (by Committee of the Whole).
7. **Ordinance:** Consider Ordinance No. 2922 – amending Ordinance No. 2889, fixing the salary ranges, salary, wages and allowances for Full-Time Personnel and Other City Offices and Positions for the Year 2019 - (by Committee of the Whole)
8. **Resolution:** Consider Resolution No. 12007-120418, acknowledging and filing the 2019 calendar year salary grade plan and benefits for library personnel - (by Committee of the Whole).
9. **Resolution:** Consider Resolution No. 12009-120418, establishing various fees, permits and charges charged by the City of Oak Creek, to be effective 1/1/2019 - (by Committee of the Whole).
10. **Resolution:** Consider Resolution No. 12013-120418, consenting to the Assignment and Assumption of Tax Incremental District No. 11 Finance Development Agreement from Drexel

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

Square Hotel Group, Inc. to Drexel Hotel Investment, LLC, TFC Oak Creek, LLC, Pinetree Properties X, LLC and, Pinetree Properties XI, LLC - (by Committee of the Whole)

COMMUNITY DEVELOPMENT

- 11 **Resolution:** Consider Resolution No. 12011-120418, a Resolution approving a Certified Survey Map for Oak Creek Rawson Industrial, LLC c/o HSA Commercial Real Estate, for the properties at 610 W. Rawson Ave., and 7001 & 7045 S. 6th St. (1st District).

ENGINEERING

12. **Resolution:** Consider Resolution No. 12012-120418, establishing a Private Property and Inflow (PP/I) Reduction Program - (by Committee of the Whole).
13. **Resolution:** Consider Resolution No. 12010-120418, approving a storm water management practices maintenance agreement with Lakeshore Veterinary Real Estate OC, LLC. - (by Committee of the Whole).
14. **Resolution:** Consider Resolution No. 12014-120418, approving a Third Contract Extension and Addendum to the City of Oak Creek Contract Specifications for 2015-2016 Private Property Maintenance Projects - (by Committee of the Whole)

VENDOR SUMMARY

15. **Motion:** Consider a motion to approve the November 28, 2018 Vendor Summary Report in the combined total amount of \$449,455.59 - (by Committee of the Whole).

Adjournment.

Public Notice

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

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



COMMON COUNCIL REPORT

Informational: Treasurer Report on Investment and Banking for the City of Oak Creek accounts, ending October 31, 2018.

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

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

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

Beginning Balance	Ending Balance	Interest Earned	Increase/(Decrease)
\$30,919,673.37	\$28,690,034.72	\$65,532.73	(\$2,229,638.65)

It is common to see a balance decrease between now and December due to no tax collection

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Treasurer Report on Investment and Banking

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

Name of Account	Beginning Balance	Additions	Subtractions	Account Ending Balance	Actual Interest Earned	Interest Rate	Percentage of Total Invested
Tri City National Bank	4,931,649.76	5,828,490.54	(5,528,795.64)	5,231,344.66	9,052.67	2.18000%	18.23%
General Fund	4,423,840.55	5,142,122.10	(4,979,683.09)	4,586,279.56			
Title 125	65,034.54	22,487.00	(17,326.62)	70,194.92			
Police Credit Card	56,432.69	23,763.60	(20,313.38)	59,882.91			
Parks & Rec Counter Credit Card	29,318.00	4,103.55	(9,445.73)	23,975.82			
Tax Payment Account #2	23,715.45	89.95	(89.95)	23,715.45			
Parks & Rec Online Credit Card	14,605.51	1,116.75	(3,583.83)	12,138.43			
Health Insurance	41,864.39	559,770.12	(413,320.61)	188,313.90			
Tax Payment Account	18,251.71	-	-	18,251.71			
EMS	258,586.92	75,037.47	(85,032.43)	248,591.96			
0	-	-	-	-			
DANA Investment Advisors	5,725,174.42	14,191.02	(10,426.65)	5,728,938.79	12,779.94	2.61%	19.97%
BMO Global Asset Management	4,879,151.41	10,474.45	(6,164.82)	4,883,461.04	10,474.45	2.07%	17.02%
American Deposit Management (ADM)	10,719,115.13	18,316.50	(1,500,000.00)	9,237,431.63	18,316.50	2.23%	32.20%
*ADM General Account Balance	3,013,872.83	4,193.74	(1,500,000.00)	1,518,066.57	4,193.74		
Local Government Investment Pool (LGIP)	3,543,039.17	1,698,066.56	(2,500,000.00)	2,741,105.73	5,220.65	2.20%	9.55%
*LGIP General Account Balance	2,527,247.58	1,696,172.87	(2,500,000.00)	1,723,420.45	3,326.96		
**Ehlers Investment	1,121,543.48	12,188.48	(265,979.09)	867,752.87	9,688.52	2.293%	3.02%
	1,121,543.48	12,188.48	(266,150.65)	867,581.31			
Total Balance	30,919,673.37	7,581,727.55	(9,811,366.20)	28,690,034.72	65,532.73		

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

*General Account Balance shown separately and is also part of the total account listed above; although it is used for cash flow purposes, a portion may be allocated for specific uses

and may not be available for general purpose spending;

Excludes Police Forfeiture Account;

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

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

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



COMMON COUNCIL REPORT

- Item:** An Ordinance fixing the salary ranges, salary, wages and allowances for part-time, non-union, general, management personnel and other city offices and positions for the year 2019.
- Recommendation:** The Personnel Committee recommends Common Council approval of Ordinance No. 2921 fixing the salary ranges, salary, wages and allowances for part-time, non-union general, management personnel, and other city offices and positions for the year 2019.
- Fiscal Impact:** The fiscal impact of increasing the base pay for the regular part-time positions as recommended in the Ordinance is \$7,157.50
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: On November 28, 2018 wage adjustments for non-represented employees were recommended and approved by the Personnel Committee. The fiscal expenditures for these adjustments were reflected in the proposed 2019 City budget. The effective date is 1/1/2019.

The 2019 City of Oak Creek budget approved by the Common Council on November 19, 2018 included a 2.25% increase to annual wages for all part-time and full-time non-represented employees.

Options/Alternatives: The Common Council could reject the Personnel Committee recommendation and discuss a different wage/salary strategy for 2019 for all employees not covered by a collective bargaining agreement.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Judy L. Rogers
Human Resources Manager

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Ordinance No. 2921

ORDINANCE No. 2921

By: _____

An ORDINANCE fixing the Salary Ranges, Salary, Wages and Allowances for Part Time Personnel and Other City Offices and Positions for the year: 2019

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

Section 1: There is herewith established the uniform rates of pay of those certain offices and positions in the City services under the control of the Common Council of the City of Oak Creek affecting part-time and miscellaneous personnel for the year 2019. The proper city officials are hereby authorized and directed to make the required payments to those affected employees of the City, pursuant to this ordinance.

Section 2: Hourly Paid Employees (Part-Time)

Position Title			
Administrative Support Assistant - Generalist	\$12.089	to	\$15.061
Administrative Support Assistant	\$14.632	to	\$17.485
Building Inspector (Part-Time)	\$31.350	to	\$36.687
Casual Laborers	\$10.971	to	\$14.632
Clerical Help (Other than ASA's)	\$10.450	to	\$15.890
Co-Op (High School)	\$9.407	to	\$12.546
Court Liaison	\$16.933	to	\$20.061
Crime Analyst	\$14.632	to	\$17.480
Custodian	\$12.000	to	\$16.500
Dispatcher	\$20.409	to	\$25.972
Evidence Technician	\$10.971	to	\$16.718
Intern (College Level)	\$10.971	to	\$13.070
IT Technician	\$18.814	to	\$23.385
Laborers - DPW	\$10.971	to	\$14.632
Mechanic II (Part-Time)	\$21.104	to	\$23.119
Regular Laborers & Recycling Attendant	\$11.493	to	\$18.814
Police Aide	\$10.450	to	\$14.632
Public Health Nurse / Public Health Specialist	\$27.168	to	\$29.264
Recreation Coordinator	\$12.546	to	\$15.675
Recreation Department Leader	\$9.407	to	\$12.546
Recreation Department Specialist	\$10.971	to	\$24.039
Sanitarian	\$27.168	to	\$31.493

Section 3: Miscellaneous Employees

Position Title			
Assistant City Attorney (Part-Time)	\$590.00	to	bi-weekly
Weed Cutting with Tractor	\$100.00	to	per hour
Election Poll Workers	\$9.407	to	\$12.546
Chief Election Inspector	\$9.407	to	\$12.546

Note: All Election Poll Workers shall be required to attend briefing sessions the day prior to an election. Upon compliance with these requirements, each Election Poll Worker shall be entitled to additional pay for training hours. Poll Workers are entitled to two (2) breaks of one-half (½) hour each on Election Day. The Chief Election Inspector shall be responsible for delivering the election returns to the City Clerk.

Section 4: Auto Expense. The following personnel or members of the following departments shall be paid the rate allowed under current IRS regulations per the Travel Policy or shall be assigned City vehicles for their usage.

Police Department, Fire Department, Inspection Department, Treasurer, Engineering Department, DPW Department, City Clerk's Office, City Administrator's Staff, Finance Department, Recreation Department, Community Development Department, Health Department Staff, and Information Technology Staff.

In order to qualify for the above mentioned auto mileage reimbursement, the officials and employees designated must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability within minimum policy limits of \$250,000/\$500,000/\$25,000. In order to receive mileage reimbursement, a Declaration of Coverage page stating the policy limits shall be provided annually by January 31 or upon policy renewal to the Human Resources Office.

Section 5: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 6: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of January 1, 2019.

Passed and adopted this 4th day of December, 2018.

President, Common Council

Approved this 4th day of December, 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____



COMMON COUNCIL REPORT

Item: An Ordinance fixing the salary ranges, salary, wages and allowances for full-time, non-union, general, management personnel and other city offices and positions for the year 2019.

Recommendation: The Personnel Committee recommends Common Council approval of Ordinance No. 2922 fixing the salary ranges, salary, wages and allowances for full-time, non-union general, management personnel, and other city offices and positions for the year 2019.

Fiscal Impact: The fiscal impact of increasing the base pay for the regular full-time positions as recommended in the Ordinance is \$122,700.00

Critical Success Factor(s):

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

Background: On November 28, 2018 wage adjustments for non-represented employees were recommended and approved by the Personnel Committee. The fiscal expenditures for these adjustments were reflected in the proposed 2019 City budget. The effective date is 1/1/2019.

The 2019 City of Oak Creek budget approved by the Common Council on November 19, 2018 included a 2.25% increase to annual wages for full-time, non-represented employees. In addition to the CPI increase, the ordinance includes certain salary adjustments the City Administrator included in the 2019 Budget.

Options/Alternatives: The Common Council could reject the Personnel Committee recommendation and discuss a different wage/salary strategy for 2019 for all employees not covered by a collective bargaining agreement.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Judy L. Rogers
Human Resources Manager

Fiscal Review:


Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Ordinance No. 2922

ORDINANCE No. 2922

BY: _____

An ORDINANCE Fixing the Salary Ranges, Salary, Wages and Allowances for Non-union General, Supervisory and Management Personnel and Other City Offices and Positions for the year 2019

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

SECTION 1: There is herewith established the uniform rates of pay of those certain offices and positions under the control of the Common Council of the City of Oak Creek affecting non-union general, supervisory and management personnel for the year 2019. The proper city officials are hereby authorized and directed to make the required payments to those affected employees of the City pursuant to this ordinance.

SECTION 2: The pay ranges and rates of pay of those certain offices and positions with statutory responsibility to the Police and Fire Commission serve under the control of the Common Council of the City of Oak Creek affecting supervisory, management and non-union general personnel shall be as follows provided that the salary range and salaries are subject to review by the Common Council. Those affected employees pursuant to this section shall receive the fringe benefits set forth in the current Personnel Manual. These employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

Position Title	Salary as of 1/1/2019	Hourly Rate	EMT Pay (2%)	Gun Allowance	Total Compensation	Starting Salary	Top Salary
Fire Chief	\$113,978	\$54.797	\$2,280	N/A	\$116,258	\$102,594	\$116,258
Assistant Fire Chief (2)	\$105,728	\$50.831	\$2,115	N/A	\$107,843	\$102,594	\$115,308
Battalion Chief (2912 hrs/yr)	\$98,292	\$33.754	\$1,966	N/A	\$100,258	\$92,997	\$100,258
Battalion Chief (2912 hrs/yr)	\$98,292	\$33.754	\$1,966	N/A	\$100,258	\$92,997	\$100,258
Battalion Chief of Operations (2912 hrs/y)	\$98,292	\$33.754	\$1,966	N/A	\$100,258	\$92,997	\$100,258
Police Chief	\$114,958	\$55.268	N/A	\$1,300	\$116,258	\$102,594	\$116,258
Captains (2)	\$106,543	\$51.222	N/A	\$1,300	\$107,843	\$102,594	\$115,308
Police Licutenants (4)	\$98,958	\$47.576	N/A	\$1,300	\$100,258	\$98,292	\$100,258
Police Sergeants (6)	\$90,210	\$43.370	N/A	\$1,300	\$91,510	\$85,669	\$95,037

General Employees (Police)

Position Title	Hourly Rate	Hourly	
		Top Salary	Rate
Clerk	\$19.609	\$49,384	\$23.742
Dispatcher - Lead	\$24.303	\$54,028	\$25.975
Dispatcher - Advanced	\$20.405	\$50,550	\$24.303
Dispatcher - Entry	\$20.405	\$42,443	\$20.405

SECTION 3: The pay ranges and rates of pay of those certain offices and positions under the control of the Common Council of the City of Oak Creek affecting non-union general, supervisory and management personnel shall be as follows provided that the salary range and salaries are subject to review by the

Common Council. Those affected employees pursuant to this section shall receive the fringe benefits set forth in the current Personnel Manual. These employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

General Employees

Position Title	Salary as of 1/1/2019	Hourly Rate	Starting Salary	Top Salary
Accounting Associate	\$39,772	\$19.121	\$39,714	\$47,030
Assistant City Engineer	\$94,115	\$45.248	\$87,766	\$95,291
Assistant Director of Public Works	\$74,064	\$35.608	\$72,789	\$80,726
Assistant IT Manager/Systems Administrator	\$88,834	\$42.709	\$88,834	\$90,924
Benefits Coordinator	\$71,529	\$34.389	\$65,516	\$72,653
Building Inspector	\$72,653	\$34.929	\$65,516	\$72,653
City Forester	\$69,793	\$33.554	\$65,516	\$72,653
Communications Coordinator	\$73,005	\$35.099	\$52,370	\$73,005
Deputy Clerk	\$69,793	\$33.554	\$65,516	\$72,653
Deputy Comptroller/Payroll Coordinator	\$74,725	\$35.926	\$65,516	\$74,725
Deputy Treasurer	\$58,250	\$28.005	\$58,250	\$64,596
Design Engineer	\$88,825	\$42.704	\$80,064	\$88,825
Destination Marketing Specialist	\$56,000	\$26.923	\$52,370	\$73,005
Electrical Inspector	\$70,184	\$33.743	\$65,516	\$72,653
Environmental Engineer	\$88,825	\$42.704	\$80,064	\$88,825
Environmental Design Engineer	\$88,825	\$42.704	\$80,064	\$88,825
Fire Executive Administrative Assistant	\$57,939	\$27.855	\$45,565	\$64,539
GIS Share Point Administrator	\$61,681	\$29.654	\$58,810	\$68,956
IT Technician	\$54,345	\$26.127	\$45,565	\$64,539
Network Administrator	\$69,083	\$33.213	\$65,516	\$72,653
Open Records Clerk	\$45,556	\$21.902	\$42,325	\$53,941
Planner	\$71,233	\$34.247	\$65,516	\$72,653
Police Executive Administrative Assistant	\$57,939	\$27.855	\$45,565	\$64,539
Public Health Nurse (2)	\$70,450	\$33.870	\$65,516	\$72,653
Public Health Specialist	\$65,516	\$31.498	\$65,516	\$72,653
Sanitarian	\$69,078	\$33.211	\$65,516	\$72,653
Staff Accountant	\$54,346	\$26.128	\$42,325	\$53,941
Street Light Maintenance electrician	\$68,031	\$32.707	\$65,516	\$72,653
Zoning Administrator/Planner	\$71,233	\$34.247	\$65,516	\$72,653

Supervisory and Management Employees

Position Title	Salary as of 1/1/2019	Hourly Rate	Starting Salary	Top Salary
Administrative Support Manager	\$56,436	\$27.133	\$51,608	\$60,073
Assistant City Administrator/Comptroller	\$110,000	\$52.885	\$93,932	N/A
City Attorney	\$101,654	\$48.872	\$86,729	N/A
City Engineer	\$101,654	\$48.872	\$86,729	\$104,220
Director of Community Development	\$95,754	\$46.036	\$86,729	\$96,213
Director of Public Works	\$96,876	\$46.575	\$86,729	\$96,876
Dispatch Manager	\$67,901	\$32.645	\$65,516	\$72,653
Dispatcher Supervisor 1	\$57,505	\$27.647	\$51,608	\$65,767
Dispatcher Supervisor 2	\$56,729	\$27.274	\$51,608	\$65,767
Facility Manager	\$91,761	\$44.116	\$87,766	\$95,292
Human Resources Manager	\$84,654	\$40.699	\$79,508	\$88,207
Inspection Supervisor	\$82,772	\$39.794	\$80,064	\$88,825
IT Manager	\$97,195	\$46.728	\$92,772	\$102,934
Parks Maintenance Supervisor	\$72,651	\$34.928	\$65,974	\$73,161
Public Health Officer	\$88,216	\$42.412	\$86,729	\$96,213
Recreation Manager	\$71,785	\$34.512	\$65,060	\$72,148

SECTION 4: AUTO EXPENSE. The following personnel or members of the following departments shall be paid the rate allowed under current IRS regulations per the Travel Policy or shall be assigned City vehicles for their usage:

Police Department-including Captains, Fire Department-including Assistant Fire Chiefs, Inspection Department, Treasurer, Engineering Department, Public Works Department, City Clerk's Office, City Administrator's Staff, Finance Department, Recreation Department, Community Development Department, Health Department Staff.

The following personnel shall be paid a car allowance as set forth opposite their positions, to-wit:

- Assistant Fire Chief (2), \$150.00 monthly
- Assistant Information Technology Manager (1), \$100.00 monthly
- City Attorney (1), \$150.00 monthly
- City Engineer (1), \$150.00 monthly
- Fire Chief (1), \$250.00 monthly
- Information Technology Manager (1), \$200.00 monthly
- Information Technology Technician (1), \$100.00 monthly
- Network Administrator (1), \$100.00 monthly

In order to qualify for the afore mentioned auto mileage and/or allowance, the officials and employees designated must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability within minimum policy limits of \$250,000/\$500,000/\$25,000. In order to receive reimbursement, a Declaration of Coverages page stating the policy limits shall be provided annually by January 31 or upon policy renewal to the Human Resources Office.

SECTION 5: VALIDITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions thereof. The Common Council of the City of Oak Creek hereby

declares that it would have passed this ordinance and each section, subsection, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof, may be declared invalid or unconstitutional.

SECTION 6: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 7: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of January 1, 2019, except where otherwise noted.

Passed and adopted this 4th day of December, 2018

President, Common Council

Approved this 4th day of December, 2018

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



COMMON COUNCIL REPORT

Item: Adopted of the 2019 Library Salary Resolution

Recommendation: That the Common council adopt Resolution No. 12007-120418 acknowledging and filing the 2019 calendar year salary grade plan and benefits for library personnel.

Fiscal Impact: Allocation has been made in the 2019 library budget

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

Background: Annually, the Oak Creek Public Library Board sets salary increases for their employees.

Options/Alternatives:

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Jill Lininger
Library Director

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Approved:

Attachments: Resolution Acknowledging and Filing the 2019 Calendar Year Salary Grade Plan and Benefits for Library Personnel

RESOLUTION NO. 12007-120418

ACKNOWLEDGING AND FILING THE
2019 CALENDAR YEAR SALARY GRADE PLAN AND
BENEFITS FOR LIBRARY PERSONNEL

WHEREAS, pursuant to S. 43.58(4), Wisconsin Statutes, the Library Board is authorized and empowered to set and fix the compensation to be paid to the personnel of the Public Library; and

WHEREAS, those affected full-time employees pursuant to this section shall receive the fringe benefits set forth in the current Personnel Manual; and

WHEREAS, the Library Board, in addressing retiree benefits for full-time employees who are eligible for retirement, has authorized those eligible full-time employees to receive the benefits set forth in the current Personnel Manual; and

WHEREAS, a health insurance premium co-payment of fifteen percent (15%) of the cost of the health insurance premium for a single and family medical plan, respectively will be paid by full-time Library employees. Full-time Library employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively; and

WHEREAS, the Library Board has also transmitted to the Common Council a salary grade plan for Library Personnel effective January 1, 2019, which provides as follows:

	2019 Salary Ranges	2018 Salary	2019 Salary
Library Director	\$73,076 - \$81,543	\$76,653	\$81,543
Assistant Library Director	\$55,930 - \$62,020	\$57,087	\$58,371
Access Services Manager	\$54,580 - \$60,038		\$55,930
Youth Services Manager	\$54,580 - \$60,038		\$54,580
Librarians (Full-Time)	\$49,617 - \$54,580		
Librarians (Part-Time)	\$24,809 - \$36,970		
Substitute Librarians	\$17.76 - \$23.53		
Library Associates	\$14.51 - \$17.52		
Library Aides	\$13.05 - \$15.00		
Administrative Coordinator	\$13.05 - \$15.00		
Library Pages	\$8.13 - \$10.01		

WHEREAS, Library personnel shall be paid for auto expense at the rate allowed under current I.R.S. regulation per the Travel Policy or shall be assigned City vehicles for their usage. In order to qualify for the above mentioned auto mileage reimbursement, the officials and employees designated must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability within minimum policy limits of \$250,000/\$500,000/\$25,000. In order to receive mileage reimbursement a Declaration of Coverage page stating the policy limits shall be provided annually by January 31 to the Personnel Office.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Salary Grade Plan as hereinabove set forth be and the same is hereby acknowledged and filed.

BE IT FURTHER RESOLVED that the City Clerk be hereby authorized and directed to publish this resolution in the official newspaper as a Class 1 publication for public informational purposes.

This resolution shall take effect and be in force upon its acknowledgement and publication and shall apply as of January 1, 2019.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of December, 2018.

Passed and adopted this _____ day of December, 2018.

President, Common Council

Approved this _____ day of December, 2018.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____



COMMON COUNCIL REPORT

Item: Establishing the 2019 Fees, Permits and Charges.

Recommendation: That the Common Council adopt Resolution No. 12009-120418, a resolution establishing various fees, permits and charges charged by the City of Oak Creek, to be effective 1/1/2019.

Fiscal Impact: Fire: An estimated increase by \$25,000 in emergency medical service fees, \$1,200 in fire permit review and inspection fees, and \$400-800 in firework permit fees.

Health Department: Neutral

Inspection: Based on the last two years, it is expected that this would affect four building plan reviews per year, for an average revenue increase of \$1,000 per year.

Library: If approved, the fees collected from public use of the meeting rooms will be used to offset additional costs that may be incurred due to the frequent use of the spaces.

- 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:

Fire: Each year adjustments are made to the fire fee structure based on wage adjustments, costs for service, and changes in operations that impact the Fire Department use in public functions.

The 5% increase in emergency medical service fees is to account for the CPI-U and the change at Milwaukee County in regards to the Paramedic contract. The city must prepare for the potential absence of Milwaukee County money received after the end of the Paramedic contract. We added a charge to be billed to a staffed assisted living facility and/or nursing facility that uses the Fire Department to provide assistance only to patients that do not end in a transport. The facility will be charged \$200 per patient.

The increase in fire plan review and inspection fees reflect the wage adjustments for 2019. We also cleaned up language in the resolution for fees that no longer exist.

The department has added a permit fee to display professional fireworks. The fee is to cover the cost for an Engine and Battalion Chief to oversee and monitor events approved by the Fire Chief. This fee is waived for city-sponsored events.

Health Department: The Health Department is recommending that first and subsequent reinspection fees for Restaurant/Meal Food Service, School Food Service Facilities, and Retail Food Establishments be adjusted. Upon comparison to neighboring communities' fees, it was determined that the Oak Creek Health Department's first and subsequent reinspection fees were generally significantly higher. As a result, staff conducting inspections have been hesitant to issue reinspection fees as they felt they were unfairly high and did not adequately address the fiscal impact of staff time required to conduct the reinspections. As the Health Department wants to be fair in regards to the fees issued to the owners/operators of these facilities, it is recommending that the fees be adjusted to a level that accurately represents the expense of staff time required to conduct these reinspections. The Health Department anticipates that if the reinspection fees are adjusted as recommended, staff will be more likely to issue reinspection fees, rendering the fiscal impact of the recommended changes neutral.

Inspection: Development involving larger buildings has increased in recent years. Plan review of larger buildings by Inspection staff requires more time. Thus, it is recommended that the fee for buildings that exceed 100,000 square feet be increased to cover the higher staff plan review time cost.

Library: In designing the Oak Creek Civic Center, the building team made sure that there were a variety of different sized meeting rooms for both city and library use, as well as, public use. Ten (10) Civic Center meeting rooms will be available for public rental for a nominal fee. Oak Creek Public Library staff will be oversee the public reservation process for the rooms covered under this policy. Each year, Library staff review and recommend changes to the Rental Fees. This year, the increase in fees will improve the public's ability to access each room's technological capabilities and streamline the rental and fee process. Because the fee schedule covers spaces in both the Library and the Shared Spaces of the Civic Center, staff has requested the approval of the fee schedule by both the Common Council and the Library Board of Trustees

Options/Alternatives:

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Michael C. Simmons
City Engineer

Approved:



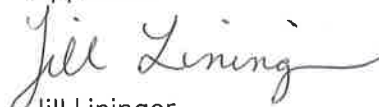
Thomas A. Rosandich
Fire Chief

Approved:



Darcy DuBois, MPH
Health Officer

Approved:



Jill Lininger
Library Director

Attachments: Resolution 12009-120418, 2019 Proposed EMS Rates, 2019 Proposed Fire Plan Review and Inspection Rates

Item	January 2015 Rates	January 2016 Rates	January 2017 Rates	January 2018 Rates	January 2019 Rates
Fire Plan Review Fees					
Sprinkler review	67.69	68.91	\$ 70.29	\$ 73.80	\$ 77.49
All underground plan reviews	67.69	68.91	\$ 70.29	\$ 73.80	\$ 77.49
Fire alarm system	67.69	68.91	\$ 70.29	\$ 73.80	\$ 77.49
Hood systems	33.84	34.45	\$ 35.14	\$ 36.90	\$ 38.74
Dry chemical systems	67.69	68.91	\$ 70.29	\$ 73.80	\$ 77.49
Special systems	67.69	68.91	\$ 70.29	\$ 73.80	\$ 77.49
Final Occupancy	50.77	51.68	\$ 52.72	\$ 55.35	\$ 58.12

Item	January 2015 Rates	January 2016 Rates	January 2017 Rates	January 2018 Rates	January 2019 Rates
Fire Inspection Fees					
Level 1	17.16	17.47	\$ 17.82	\$ 18.71	\$ 19.12
Level 2	30.65	31.20	\$ 31.83	\$ 33.42	\$ 34.15
Level 3	44.15	44.94	\$ 45.84	\$ 48.14	\$ 49.19
Level 4	57.63	58.67	\$ 59.84	\$ 62.83	\$ 64.22
Level 5	84.62	86.14	\$ 87.87	\$ 92.26	\$ 94.29
Level 6	98.10	99.87	\$ 101.86	\$ 106.96	\$ 109.31
Level 7	111.58	113.59	\$ 115.86	\$ 121.65	\$ 124.33

Item	January 2015 Rates	January 2016 Rates	January 2017 Rates	January 2018 Rates	January 2019 Rates
Fire Inspection Reinspection Fees					
Level 1	N/A	N/A	N/A	\$ 9.35	\$ 9.56
Level 2	N/A	N/A	N/A	\$ 16.71	\$ 17.08
Level 3	N/A	N/A	N/A	\$ 24.07	\$ 24.60
Level 4	N/A	N/A	N/A	\$ 31.42	\$ 32.11
Level 5	N/A	N/A	N/A	\$ 46.13	\$ 47.14
Level 6	N/A	N/A	N/A	\$ 53.48	\$ 54.65
Level 7	N/A	N/A	N/A	\$ 60.83	\$ 62.16

Item	January 2016 Rates	January 2017 Rates	January 2018 Rates	January 2019 Rates
ALS Rates				
Paramedic service with transport Level - ALS-1 (Resident)	719.11	769.45	807.92	848.32
Paramedic service with transport Level - ALS-2 (Resident)	828.36	845.75	888.04	932.44
Paramedic service with transport Level - ALS-1 (Non-Resident)	849.57	867.41	910.78	956.32
Paramedic service with transport Level - ALS-2 (Non-Resident)	980.03	1,000.61	1,050.64	1,103.17
Paramedic service and invasive treatment without transport (Resident)	135.76	138.61	145.54	152.82
Paramedic service and invasive treatment without transport (Non-Resident)	190.92	194.92	204.67	214.90
Defibrillation	109.25	111.54	117.12	122.97
IV and supplies	65.76	67.14	70.50	74.02
Intubation	81.67	83.38	87.55	91.93
ALS supplies	86.97	88.80	93.24	97.90
Oxygen and supplies	81.67	83.38	87.55	91.93
Mileage (rate per loaded mile)	15.91	17.02	17.87	18.77
EKG	109.25	111.54	117.12	122.97
Drugs, Group-1: Albuterol, Amiodarone (30 mg), Aspirin, Atropine, Benadryl, Calcium Gluconate, D10, D5W, Glucose (oral), Nitroglycerine Sodium Normal Saline (bags & carpject), Zofran Tabs, Zofran IV	35.00	35.74	37.52	39.40
Drugs, Group-2: Calcium Gluconate, Dopamine, Epinephrine (IM or IV, not by Epi-pen), Lidocaine, Sodium Bicarbonate, Dexamethasone	40.30	41.15	43.21	45.37
Drugs, Group-3: Fentanyl, Ketamine, Midazolam, Narcan	51.97	53.06	55.72	58.50
Adenosine	97.58	99.63	104.61	109.84
Glucagon, up to 1 Mg	97.58	99.63	210.00	220.50
Solmedrol, 41-125 Mg	63.64	64.97	68.22	71.63
E-Z IO	130.46	133.20	139.86	146.85
Spinal Immobilization	159.10	162.44	170.56	179.09
Triage barcode wristbands	3.18	3.25	3.41	3.58
Cyano-kits	980.03	1,000.61	1,375.00	1,443.75
CPAP mask	48.79	49.81	52.30	54.92

Item	January 2015 Rates	January 2017 Rates	January 2018 Rates	January 2019 Rates
BLS Rates				
BLS Base Rate (Resident)	556.84	568.53	596.96	626.80
BLS Base Rate (Non-Resident)	742.45	758.04	795.94	835.74
Mileage (rate per loaded mile)	15.38	16.46	17.28	18.14
Supplies	65.76	67.14	70.50	74.02
Oxygen	81.67	83.38	87.55	91.93
EKG	26.52	27.07	28.43	29.85
BLS assistance without transport (Resident) 1-3 per calendar year-residential dwelling	-	-	-	-
BLS assistance without transport (Resident) 4 or more per calendar year-residential dwelling	79.55	81.22	85.28	89.54
BLS assistance without transport (Non-Resident)-residential dwelling	81.67	83.38	87.55	91.93
BLS assistance without transport (Resident and non-resident)-staffed facility				200.00
Transfer Services	397.74	406.09	426.40	447.72
In-City Facility Fees	291.68	297.80	312.69	-
Spinal Immobilization	159.10	162.44	170.56	179.09

RESOLUTION NO. 12009-120418

BY: _____

A RESOLUTION ESTABLISHING VARIOUS FEES, PERMITS AND CHARGES
CHARGED BY THE CITY OF OAK CREEK

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that various fees, permits and charges shall be established as follows and shall be effective upon approval by the Common Council:

CITY CLERK'S OFFICE

1. Adult Entertainment Business
Includes: Arcade; Bookstore; Escort; Exotic Dance; Motion Picture Theater; Novelty Store; Video Store; Hotel

New	\$2,800.00
Renewal	\$2,400.00
Manager/Assistant Manager	\$ 100.00
Entertainer	\$ 300.00
Part Time/Full-Time Employees	\$ 100.00

2. Amusement Operator and Devices

Operator	\$ 150.00
Each Device	\$ 45.00

3. Arcades

Arcade License (annual)	\$2,000.00
Arcade Operator	\$50.00
Each Device	\$45.00
License Transfer Fee	\$50.00
(transfer of location only)	
Duplicate license	\$20.00

4. Athletic Events, Parades & Related Events

Application fee	\$35.00
(plus actual costs for police/fire/streets)	

5. Auto Salvage Yards \$500.00

6. Cigarette \$100.00

7. Dance Hall \$100.00

8. Landfill License

Original Application Fee	\$1,200.00
Renewal	\$300.00

(Plus actual cost of review, inspection and administration in excess of application fee.)

9.	<u>Kennel</u>	\$100.00
10.	<u>Mobile Home Park</u>	
	License	\$100.00 annual per each 50 spaces or fraction thereof
	Transfer of License	\$10.00
11.	<u>Alcohol Beverage</u>	
	Class "A" Fermented Malt Beverage	\$150.00
	Class "A" Retail Liquor	\$500.00
	Class "B" Beer	\$100.00
	Class "B" Retail Liquor	\$500.00
	Class "C" Wine	\$100.00
	Wholesale Beer	\$25.00
	Special Class "B" Beer/Wine	\$10.00
	Reserve "Class B" One-Time	\$10,000.00
	Provisional Class "A", Class "B", "Class A", "Class B", Class "C"	\$15.00
	Change of Premises Description	\$25.00
	Publication Fees	
	Renewal	\$10.00
	Individual	\$20.00
	Renewal Late Fees	
	Class A, Class B, Class C	\$25.00
	Class B / Class C	\$25.00
	Class A Combination	\$100.00
	Class B Combination	\$100.00
	Reserve Class B Combination	\$100.00
12.	<u>Operator (Bartender)</u>	
	Two-year license	**\$100.00
	**Payment in full required at time of application	
	Refund for Denial	\$25.00
	Provisional License	\$15.00
	Duplicate License	\$10.00
	Temporary License	No Charge
13.	<u>Pawnbrokers, Secondhand Article & Secondhand Jewelry Dealer</u>	
	Pawnbrokers	\$210.00
	Secondhand Article Dealers	\$27.50
	Secondhand Jewelry Dealers	\$30.00
	Secondhand Article Dealer Mall or Flea Market	\$165.00
14.	<u>Transient Merchant</u>	
	Business License	Yearly \$375.00
		Daily \$35.00
	Each salesperson	\$100.00

COMMUNITY DEVELOPMENT

1. Bikeway Fees
 - a. Bikeway fee for each new residential lot or unit - \$50.00

2. Plan Commission

a.	Site and building plan review	\$850.00
b.	Landscaping plan review (if separate)	\$550.00
c.	Lighting plan review (if separate)	\$550.00
d.	Sign plan review	\$550.00
e.	Sign appeal	\$700.00
f.	Special Plan Commission meeting - \$35.00/citizen member at the meeting (in addition to required application fee).	

3. Subdivision Fees

a.	Preliminary subdivision plats	\$750.00
b.	Final subdivision plats	\$875.00
c.	Certified Survey Maps	\$525.00
d.	Affidavit of Correction	\$275.00
e.	Minor land division	\$275.00

4. Tax Increment Financing (TIF) District Financing

An initial deposit of \$10,000 shall be required for any request that the City create or amend a Tax Increment Financing (TIF) District. If the new or amended District is not approved, any remaining deposit (after City expenses are deducted) will be disbursed to the applicant. The City may request additional deposit(s) should the City's review costs exceed the initial deposit amount.

5. Zoning Fees

a.	Basic rezoning	\$775.00
b.	Planned Unit Development (PUD)	\$1,700.00
c.	Amendment to Planned Unit Development (PUD)	\$1,100.00
d.	Conditional Use Permit	\$1,250.00
e.	Amendment to Conditional Use Permit	\$950.00
f.	Zoning Text Amendment	\$1,000.00
g.	Temporary use or use approval	\$600.00
h.	Plan Commission consultation	\$400.00
i.	Zoning Board of Appeals	\$250.00
j.	Board of Housing Appeals	\$250.00

NOTE: If an applicant withdraws their request after the Plan Commission meeting and prior to the publication of the public hearing notice, the following filing fee refunds will be provided:

Official Map Amendment	\$500.00
Basic Rezoning	\$400.00
Planned Unit Development (PUD)	\$500.00
Amendment to Planned Unit Development	\$450.00
Conditional Use Permit	\$425.00
Amendment of Conditional Use	\$425.00
Zoning Text Amendment	\$400.00

- 6. Other Fees
 - a. Official Map Amendment \$1,000.00
 - b. Comprehensive Plan Amendment \$1,000.00
 - c. Vacation of Right of Way \$1,000.00
 - d. Sidewalk Dining Permit no charge

ENGINEERING

- 1. Engineering Fees & Erosion Control
 - a. \$60.00 plus \$4.00 for each 1,000 square feet of land greater than 20,000 square feet.
 - b. Service Fees (per hour by position)

City Engineer	\$65.00
Assistant City Engineer / Development Engineer/Design Engineer/Construction Coordinator	\$55.00
Civil Engineer/Senior Technician	\$50.00
Engineering Technician/Draftsperson	\$40.00
Technician CADD/Survey	\$40.00

- 2. Landfill Permits
 - a. \$300.00 initial application fee, plus billing of actual costs of review, inspection and administration in excess of application fee.

- 3. Storm Water Management Permit
 - a. \$ 500.00 initial application fee, plus billing actual costs of review, inspection and administration in excess of application fee.

- 4. Street Permits & Fees
 - a. Excavation permits (Street cuts): \$70.00 plus \$5.00 per 100 feet or fraction thereof.
 - b. Driveway approach permit: \$ 55.00.
 - c. Street or other right-of-way (ROW) vacation: \$575.00.
 - d. Official map amendment: \$775.00.
 - e. House moving permit: \$250.00.
 - f. Temporary work encroachment within public right-of-way permit:
 - 1. One or Two-Family Residential Streets
 - i. Sidewalk encroachment only (7 days or less): \$ 45.00.
 - ii. Sidewalk encroachment only (8 to 30 days): \$110.00.
 - iii. Street and sidewalk encroachment (7 days or less): \$ 60.00.
 - iv. Street and sidewalk encroachment (8 to 30 days): \$165.00.
 - 2. All Other Streets
 - i. Sidewalk encroachment only (7 days or less): \$ 74.50.
 - ii. Sidewalk encroachment only (8 to 30 days): \$185.00.
 - iii. Street and sidewalk encroachment (7 days or less): \$ 99.00.
 - iv. Street and sidewalk encroachment (8 to 30 days): \$247.50.

3. The above right-of-way temporary work encroachment permit fee rates shall apply toward the first 100 lineal foot, or fraction thereof, of longitudinal right-of-way affected. For each additional 100 lineal foot segment, or fraction thereof, there shall be an additional 20% of these base rates charged.
- g. Special privilege permit: \$250.00 plus annual fee of \$10.00 per square foot of occupied space in the public right-of-way (prorated based upon term).

FIRE DEPARTMENT

a. Definitions.

1. **Advanced Life Support (ALS) Services:** An advanced level of pre-hospital and inter-hospital emergency care and non-emergency medical care that includes basic life support care, cardiac monitoring, cardiac defibrillation, electrocardiography, intravenous therapy, administration of medications, drugs and solution, use of adjunctive medical devices, trauma care, on scene care and other authorized techniques and procedures, as provided in rules adopted by the Department of Health Services under Chapter HFS 112.
2. **Advanced Life Support Service, Level 1 (ALS-1):** The provision of ALS Services and/or assessment at a level below that specified for ALS-2 Services in (a)(3), below.
3. **Advanced Life Support, Level 2 (ALS-2):** The provision of ALS Service and/or assessment with treatment including the administration of three or more different medications and the provision of at least one of the following ALS procedures:
 - Manual defibrillation/cardioversion
 - Endotracheal intubation
 - Central venous line insertion
 - Chest decompression
 - Intraosseous line insertion
4. **Basic Life Support (BLS) Services:** A basic level of pre-hospital, on scene care/assistance and inter-hospital non-emergency medical care and emergency care that includes airway management, cardiopulmonary resuscitation (CPR), control of shock and bleeding and splinting of fractures, as provided in rules adopted by the Department of Health Services under Chapter HFS 110.
5. **Department:** The City of Oak Creek Fire Department.
6. **Mileage Fee:** A fee for each mile, or portion thereof, that an ambulance travels when transporting a patient in need of medical care to a hospital or medical facility.
7. **Resident:** A person whose primary home address is within the city limits of the City of Oak Creek.
8. **Non-Resident:** A person whose primary home address is not within the city limits of the City of Oak Creek.
9. **Group-1 Drugs:** Albuterol, Amiodarone (30 mg), Aspirin, Atropine, Benadryl, Calcium Gluconate, D10, D5W, Glucose (oral), Nitroglycerine, Sodium Normal Saline (bags & carpujet), Zofran Tabs, Zofran IV and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.

10. **Group-2 Drugs:** Calcium Chloride, Dopamine, Epinephrine (IM or IV, not by Epi-pen), Lidocaine, Sodium Bicarbonate and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.
11. **Group-3 Drugs:** Fentanyl, Ketamine, Midazolam, Narcan and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.
12. **Specific Drug Group:** Adenosine, Glucagon (up to 1 Mg), Solmedrol (41-125 Mg), EZ-IO, and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.

NOTE: The confidentiality of all patient information shall be maintained pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other applicable Federal and/or State Laws.

b. Advanced Life Support Fees.

1. Resident Fees: Every resident of the City of Oak Creek receiving advanced emergency service from the City by way of an advanced life support unit transport to a health care facility shall pay for such service the sum of ALS-1 ~~\$848,328~~07.92 and ALS-2 ~~\$932,448~~88.04 base rate, plus ~~\$122,971~~17.12 for defibrillation, plus ~~\$74,027~~0.50 for IV and supplies, plus ~~\$91,938~~7.55 for intubation, plus ~~\$97,909~~3.24 for ALS supplies, plus ~~\$91,938~~7.55 for oxygen and supplies, plus ~~\$122,971~~17.12 for EKG, plus ~~\$179,091~~70.56 for Spinal Immobilization, plus ~~\$39,403~~7.52 for each drug in Group-1, plus ~~\$45,374~~3.21 for each drug in Group-2, plus ~~\$58,505~~5.72 for each drug in Group-3, plus ~~\$109,841~~04.61 for Adenosine, plus ~~\$220,502~~10.00 for Glucagon, up to 1 Mg, plus ~~\$71,636~~8.22 for Solmedrol, 41-125 Mg, and ~~\$146,851~~39.86 for EZ-IO for the Specific Drug Group, plus ~~\$3,583~~.41 for triage barcode wristbands, plus ~~\$1,443,751~~,375.00 for Cyano-kits, plus ~~\$54,925~~2.30 for CPAP Mask. If the Department provides ALS level treatment that does not end in a transport, the patient shall be charged ~~\$152,821~~45.54 for non-invasive and invasive treatment plus services and drug group charges noted above.
2. Non-Resident Fees: Every non-resident of the City of Oak Creek receiving advanced emergency service from the City by way of advanced life support unit transport to a health care facility shall pay for such service the sum of ALS-1 ~~\$956,329~~10.78 and ALS-2 ~~\$1,103,171~~,050.64 base rate, plus ~~\$122,971~~17.12 for defibrillation, plus ~~\$74,027~~0.50 for IV and supplies, plus ~~\$91,938~~7.55 for intubation, plus ~~\$97,909~~3.24 for ALS supplies, plus ~~\$91,938~~7.55 for oxygen and supplies, plus ~~\$122,971~~17.12 for EKG, plus ~~\$179,091~~70.56 for Spinal Immobilization, plus ~~\$39,403~~7.52 for each drug in Group-1, plus ~~\$45,374~~3.21 for each drug in Group-2, plus ~~\$58,505~~5.72 for each drug in Group-3, plus ~~\$109,841~~04.61 for Adenosine, plus ~~\$220,502~~10.00 for Glucagon, up to 1 Mg, plus ~~\$71,636~~2.22 for Solmedrol, 41-125 Mg, and ~~\$146,851~~39.86 for EZ-IO for the Specific Drug Group, plus ~~\$3,583~~.41 for triage barcode wristbands, plus ~~\$1,443,751~~,375.00 for Cyano-kits, plus ~~\$54,925~~2.30 for CPAP Mask. If the Department provides ALS level treatment that does not end in a transport, the patient shall be charged ~~\$214,902~~04.67 for non-invasive and invasive treatment plus services and drug group charges noted above.

3. Mileage Fees: Every resident and non-resident shall pay ~~\$18.77~~17.87 for each mile, or portion thereof, that an ambulance travels when transporting a patient in need of medical care to hospital or medical facility.

c. Basic Life Support Fees.

1. Resident Fees: Every resident of the City of Oak Creek receiving basic emergency service from the City by way of basic life support unit transport to a health care facility shall pay for such service the sum of ~~\$626.80~~596.96 base rate, plus ~~\$91.93~~87.55 for oxygen, plus ~~\$74.02~~70.50 for supplies, plus ~~\$29.85~~28.43 for EKG, plus ~~\$179.09~~170.56 for Spinal Immobilization. If the Department provides ~~medical treatment and/or~~ assistance only in a residential dwelling, that does not end in a transport; the patient shall not be charged a fee for the first 1-3 assists within one calendar year but shall be charged ~~\$89.54~~85.28 per assist for 4 or more assists within one calendar year and no additional fees will apply for medical care. If the Department provides assistance only in a staffed assisted living facility and/or nursing facility, that does not end in a transport, the facility will be charged \$200.
2. Non-Resident Fees: Every non-resident of the City of Oak Creek receiving basic emergency service from the City by way of basic life support unit transport to a health care facility shall pay for such service the sum of ~~\$835.74~~795.94 base rate, plus ~~\$91.93~~87.55 for oxygen, plus ~~\$74.02~~70.50 for supplies, plus ~~\$29.85~~28.43 for EKG, plus ~~\$179.09~~170.56 for Spinal Immobilization. If the Department provides ~~medical treatment and/or~~ assistance only, that does not end in a transport; the patient shall be charged a flat ~~\$91.93~~87.55 fee. No additional fees will apply for medical care. If the Department provides assistance only in a staffed assisted living facility and/or nursing facility, that does not end in a transport, the facility will be charged \$200.
3. Fees for Transfer Services: In all cases where the ambulance service of the City is requested to transfer an Oak Creek resident from a hospital in Milwaukee County to a nursing facility in Milwaukee County or to the resident's home in Oak Creek, such person shall pay a base rate of ~~\$447.72~~426.40, plus ~~\$91.93~~87.55 for oxygen, plus ~~\$74.02~~70.50 for consumables, plus ~~\$29.85~~28.43 for EKG's, plus ~~\$179.09~~170.56 for Spinal Immobilization. All transfers shall be and are limited to Oak Creek residents.
4. Mileage Fees: Every resident and non-resident shall pay \$18.14 for each mile, or portion thereof, that an ambulance travels when transporting a patient in need of medical care to hospital or medical facility.

~~4. In-City Facility Fees: Every resident or non-resident of the City of Oak Creek receiving basic emergency service from the City by way of basic life support unit transport to a health care facility located within the boundaries of the City shall pay for such service the sum of \$312.69.~~

~~5. Mileage Fees: Every resident and non-resident shall pay \$17.87 for each mile, or portion thereof, that an ambulance travels when transporting a patient in need of medical care to hospital or medical facility.~~

~~d. Fire alarm connections.~~

- ~~1. Every person, firm or corporation connecting to the console system of the Oak Creek Fire Department or fire alarm service shall pay for such service as follows: \$50.00 for installation of service lines; \$100.00 annual charge.~~
- ~~2. Annual charges shall be billed by the Fire Department on January 1st of each year. For service installed subsequent to January 1st, the annual charge shall be pro-rated on a monthly basis.~~

e.d. Hazardous materials. Replacement of cost of any extinguishment agent, neutralizers, chemicals or materials. Any person, firm or corporation shall reimburse the City for personnel costs, equipment expenses and replacement costs of any extinguishing agent, chemical, neutralizer, or materials used in the extinguishment, confinement, neutralizing or cleanup of any flammable or combustible liquid, gas, solid or any hazardous material or chemical involved in any fire or accidental spill.

f.e. False alarm. Any person, firm or corporation having a fire alarm, smoke detector or any other type of alarm, and the alarm calls for response from the Fire Department, shall not be charged a fee for the first 1-3 alarms within one calendar year but shall be charged \$50.00 per alarm for 4-7 alarms within one calendar year and \$200.00 per alarm for 8 or more alarms within one calendar year.

g.f. Nuisance fire alarms. Any person, industry, commercial establishment, railroad, apartment house complex or other who shall cause nuisance fires (multiple rubbish fires, grass fires, etc.) shall be liable for the sum of \$300.00 per hour or fraction thereof.

h.g. Fire Protection and plan review fees.

1. Sprinkler review ~~\$77.4973.80~~
2. All underground plan ~~\$77.4973.80~~
3. Fire alarm system ~~\$77.4973.80~~
4. Hood systems ~~\$38.7436.90~~
5. Dry chemical systems ~~\$77.4973.80~~
6. Special systems ~~\$77.4973.80~~
7. Final Occupancy ~~\$58.1255.35~~

h. Rescue Services. Any person, firm, contractor, or corporation requiring rescue services beyond the capacity of the Fire Department, shall reimburse the City for personnel costs, equipment and supplies, and outside rescue services.

h. Fireworks Permit. An approved permit is required to display professional fireworks in the City of Oak Creek and must be obtained through the City Clerk's office. There shall be a permit fee of \$200 per hour, for a minimum of two hours, paid in advance to the Fire Department. A fire engine with two personnel and Battalion Chief are required to standby.

i. Fire Inspection Fees.

Fire Inspection Fees

1. Fire Inspection fees are as follows, ~~with~~ each level is based on the estimated time in minutes to conduct such inspections:

Inspection Type	Estimated Time in Minutes	Fee
-----------------	---------------------------	-----

Level 1	0-15	\$ 19.12 18.71
Level 2	16-30	\$ 34.15 33.42
Level 3	31-45	\$ 49.19 48.14
Level 4	46-60	\$ 64.22 62.83
Level 5	61-75	\$ 94.29 92.26
Level 6	76-90	\$ 109.31 106.96
Level 7	90+	\$ 124.33 121.65

2. Reinspection fees are as follow, as deemed necessary by the Fire Department:

Inspection Type	Fee
Level 1	\$ 9.56 9.35
Level 2	\$ 17.08 16.71
Level 3	\$ 24.60 24.07
Level 4	\$ 32.11 31.42
Level 5	\$ 47.14 46.13
Level 6	\$ 54.65 53.48
Level 7	\$ 62.16 60.83

k. Incident Billing Fees

The Oak Creek Fire Department will bill for rescue services provided as a result of motor vehicle crashes occurring within the City of Oak Creek. Motor vehicle crashes include, but are not limited to, accidents involving vehicles, motorcycles; or pedestrians or bicyclists struck by vehicles.

Incident billing will only occur for those incidents involving the extrication, packaging, and removal of patients from a vehicle or scene.

The amount of the bill will be \$500 per incident. Billing is applicable to non-residents only; residents of the City of Oak Creek will not be billed for rescue services.

HEALTH DEPARTMENT

- a. Health Department Fees and Charges shall be established by the Community Public Health Officer according to guidelines adopted by the Board of Health and subject to review by the Board of Health. A list of the fees and charges will be on file in the Health Department office. The Community Public Health Officer shall provide a copy of any change to the fees to the City Clerk 15 days prior to the effective date of such change. The clerk shall provide a copy to the Common Council as soon as practicable. The fees shall go into effect at the end of the 15 days period unless an Alderman or the Mayor objects in writing in which case the fee change shall be brought before the entire Common Council for consideration and approval.
- b. Fee Schedule for Restaurants, Lodging, Campgrounds, Pool/Water Attractions, Tattoo/Body Piercing Establishments, and Retail Food Establishments.
 - 1. Restaurant/Meal Food Service

- a) Limited Food Service Restaurants, including mobile restaurant vendors and service bases.
- | | |
|--------------------------------------|-----------------------------------|
| 1) Annual License Fee: | \$246.00 |
| 2) Pre-inspection Fee: | \$120.00 |
| 3) First Re-inspection Fee: | \$ 98.00 <u>100.00</u> |
| 4) Subsequent Re-inspection Fee: | \$130.00 <u>150.00</u> |
| 5) New Construction Plan Review Fee: | \$ 77.00 |
| 6) Remodel/Addition Plan Review Fee: | \$ 46.00 |
- b) Simple Complexity Restaurant, including mobile restaurant vendors and service bases.
- | | |
|--------------------------------------|-----------------------------------|
| 1) Annual License Fee: | \$371.00 |
| 2) Pre-inspection Fee: | \$190.00 |
| 3) First Re-inspection Fee: | \$240.00 <u>150.00</u> |
| 4) Subsequent Re-inspection Fee: | \$320.00 <u>225.00</u> |
| 5) New Construction Plan Review Fee: | \$150.00 |
| 6) Remodel/Addition Plan Review Fee: | \$ 90.00 |
- c) Moderate Complexity Restaurant, including mobile restaurant vendors and service bases.
- | | |
|--------------------------------------|-----------------------------------|
| 1) Annual License Fee: | \$500.00 |
| 2) Pre-inspection Fee: | \$250.00 |
| 3) First Re-inspection Fee: | \$353.00 <u>200.00</u> |
| 4) Subsequent Re-inspection Fee: | \$470.00 <u>300.00</u> |
| 5) New Construction Plan Review Fee: | \$275.00 |
| 6) Remodel/Addition Plan Review Fee: | \$165.00 |
- d) High Complexity Restaurant, including mobile restaurant vendors and service bases.
- | | |
|--------------------------------------|-----------------------------------|
| 1) Annual License Fee: | \$650.00 |
| 2) Pre-inspection Fee: | \$325.00 |
| 3) First Re-inspection Fee: | \$578.00 <u>250.00</u> |
| 4) Subsequent Re-inspection Fee: | \$770.00 <u>375.00</u> |
| 5) New Construction Plan Review Fee: | \$400.00 |
| 6) Remodel/Addition Plan Review Fee: | \$240.00 |
- e) Additional Food Preparation Area.
- | | |
|--------------------------------------|----------|
| 1) Annual License Fee: | \$150.00 |
| 2) Pre-inspection Fee: | \$ 75.00 |
| 3) New Construction Plan Review Fee: | \$ 80.00 |
| 4) Remodel/Addition Plan Review Fee: | \$ 48.00 |
- f) Late Fee: \$ 90.00
2. Temporary Food Establishments
- a) Temporary Restaurant.
- | | |
|--|----------|
| 1) Annual License (without State License): | \$170.00 |
| 2) Per Event Inspection Fee: | \$ 75.00 |
- b) Temporary Retail Food.
- | | |
|--|----------|
| 1) Annual License (without State License): | \$ 50.00 |
| 2) Per Event Inspection Fee: | \$ 35.00 |
- (c) Late Fee: \$ 25.00
3. Bed and Breakfast Establishments
- | | |
|------------------------|----------|
| 1) Annual License Fee: | \$312.00 |
|------------------------|----------|

	2)	Pre-inspection Fee:	\$204.00
	3)	First Re-inspection Fee:	\$134.00
	4)	Subsequent Re-inspection Fee:	\$268.00
	5)	New Construction Plan Review Fee:	\$150.00
	6)	Remodel/Addition Plan Review Fee:	\$ 90.00
	7)	Late Fee:	\$ 90.00
4.		<u>Hotels, Motels, Tourist Rooming Houses</u>	
	a)	05-30 Sleeping Rooms.	
	1)	Annual License Fee:	\$312.00
	2)	Pre-inspection Fee:	\$204.00
	3)	First Re-inspection Fee:	\$134.00
	4)	Subsequent Re-inspection Fee:	\$268.00
	5)	New Construction Plan Review Fee:	\$200.00
	6)	Remodel/Addition Plan Review Fee:	\$120.00
	b)	31-99 Sleeping Rooms.	
	1)	Annual License Fee:	\$425.00
	2)	Pre-inspection Fee:	\$255.00
	3)	First Re-inspection Fee:	\$155.00
	4)	Subsequent Re-inspection Fee:	\$310.00
	5)	New Construction Plan Review Fee:	\$300.00
	6)	Remodel/Addition Plan Review Fee:	\$180.00
	c)	100-199 Sleeping Rooms.	
	1)	Annual License Fee:	\$525.00
	2)	Pre-inspection Fee:	\$315.00
	3)	First Re-inspection Fee:	\$175.00
	4)	Subsequent Re-inspection Fee:	\$350.00
	5)	New Construction Plan Review Fee:	\$425.00
	6)	Remodel/Addition Plan Review Fee:	\$255.00
	d)	200 or more Sleeping Rooms.	
	1)	Annual License Fee:	\$700.00
	2)	Pre-inspection Fee:	\$420.00
	3)	First Re-inspection Fee:	\$250.00
	4)	Subsequent Re-inspection Fee:	\$500.00
	5)	New Construction Plan Review Fee:	\$600.00
	6)	Remodel/Addition Plan Review Fee:	\$360.00
	e)	Tourist Rooming House (1-4 rooms).	
	1)	Annual License Fee:	\$218.00
	2)	Pre-inspection Fee:	\$204.00
	3)	First Re-inspection Fee:	\$134.00
	4)	Subsequent Re-inspection Fee:	\$268.00
	5)	New Construction Plan Review Fee:	\$ 77.00
	6)	Remodel/Addition Plan Review Fee:	\$ 46.00
	f)	Late Fee:	\$ 90.00
5.		<u>Campgrounds, Recreational and Educational Camps</u>	
	a)	Campgrounds (1-25 sites).	
	1)	Annual License Fee:	\$225.00
	2)	Pre-inspection Fee:	\$175.00
	3)	First Re-inspection Fee:	\$134.00

4)	Subsequent Re-inspection Fee:	\$268.00
5)	New Construction Plan Review Fee:	\$200.00
6)	Remodel/Addition Plan Review Fee:	\$120.00
b)	Campground (26-50 sites).	
1)	Annual License Fee:	\$300.00
2)	Pre-inspection Fee:	\$225.00
3)	First Re-inspection Fee:	\$175.00
4)	Subsequent Re-inspection Fee:	\$350.00
5)	New Construction Plan Review Fee:	\$250.00
6)	Remodel/Addition Plan Review Fee:	\$150.00
c)	Campground (51-100 sites).	
1)	Annual License Fee:	\$375.00
2)	Pre-inspection Fee:	\$275.00
3)	First Re-inspection Fee:	\$200.00
4)	Subsequent Re-inspection Fee:	\$400.00
5)	New Construction Plan Review Fee:	\$300.00
6)	Remodel/Addition Plan Review Fee:	\$180.00
d)	Campground (101-199 sites).	
1)	Annual License Fee:	\$425.00
2)	Pre-inspection Fee:	\$325.00
3)	First Re-inspection Fee:	\$250.00
4)	Subsequent Re-inspection Fee:	\$500.00
5)	New Construction Plan Review Fee:	\$350.00
6)	Remodel/Addition Plan Review Fee:	\$210.00
e)	Campground (200+ sites).	
1)	Annual License Fee:	\$475.00
2)	Pre-inspection Fee:	\$400.00
3)	First Re-inspection Fee:	\$275.00
4)	Subsequent Re-inspection Fee:	\$550.00
5)	New Construction Plan Review Fee:	\$425.00
6)	Remodel/Addition Plan Review Fee:	\$255.00
f)	Recreational/Educational Camps.	
1)	Annual License Fee:	\$600.00
2)	Pre-inspection Fee:	\$500.00
3)	First Re-inspection Fee:	\$300.00
4)	Subsequent Re-inspection Fee:	\$600.00
5)	New Construction Plan Review Fee:	\$550.00
6)	Remodel/Addition Plan Review Fee:	\$330.00
g.)	Late Fee:	\$ 90.00

6. Special Event Campgrounds

a)	1-25 sites.	
1)	Annual License Fee:	\$196.00
2)	Pre-inspection Fee:	\$134.00
3)	Re-inspection Fee:	\$134.00
b)	26-50 sites.	
1)	Annual License Fee:	\$232.00
2)	Pre-inspection Fee:	\$134.00
3)	Re-inspection Fee:	\$134.00

c)	51-100 sites.	
	1) Annual License Fee:	\$237.00
	2) Pre-inspection Fee:	\$190.00
	3) Re-inspection Fee:	\$134.00
d)	100-199 sites.	
	1) Annual License Fee:	\$242.00
	2) Pre-inspection Fee:	\$190.00
	3) Re-inspection Fee:	\$148.00
e)	200 or more sites.	
	1) Annual License Fee:	\$248.00
	2) Pre-inspection Fee:	\$218.00
	3) Re-inspection Fee:	\$162.00
f)	Late Fee:	\$ 25.00

7. Public Swimming Pools and Water Attractions

a)	Indoor/Outdoor Swimming Pools or Whirlpools.	
	1) Annual License Fee:	\$300.00
	2) Pre-inspection Fee:	\$190.00
	3) First Re-inspection Fee:	\$175.00
	4) Subsequent Re-inspection Fee:	\$350.00
	5) New Construction Plan Review Fee:	\$125.00
	6) Remodel/Addition Plan Review Fee:	\$ 75.00
b)	Water Attraction with no slides.	
	1) Annual License Fee:	\$390.00
	2) Pre-inspection Fee:	\$250.00
	3) First Re-inspection Fee:	\$200.00
	4) Subsequent Re-inspection Fee:	\$400.00
	5) New Construction Plan Review Fee:	\$200.00
	6) Remodel/Addition Plan Review Fee:	\$120.00
c)	Water Attraction with up to 2 slides per basin.	
	1) Annual License Fee:	\$425.00
	2) Pre-inspection Fee:	\$275.00
	3) First Re-inspection Fee:	\$225.00
	4) Subsequent Re-inspection Fee:	\$450.00
	5) New Construction Plan Review Fee:	\$225.00
	6) Remodel/Addition Plan Review Fee:	\$135.00
d)	Additional Slide, in excess of 2 per basin.	
	1) Annual License Fee:	\$194.00
	2) Pre-inspection Fee:	\$100.00
	3) New Construction Plan Review Fee:	\$ 68.00
	4) Remodel/Addition Plan Review Fee:	\$ 41.00
e)	Late Fee:	\$ 90.00

8. Tattooing and Body Piercing.

a)	Tattoo or Body Piercing Establishment.	
	1) Annual License Fee:	\$305.00
	2) Pre-inspection Fee:	\$204.00
	3) First Re-inspection Fee:	\$134.00
	4) Subsequent Re-inspection Fee:	\$268.00

	5)	New Construction Plan Review Fee:	\$ 97.00
	6)	Remodel/Addition Plan Review Fee:	\$ 58.00
	7)	Late Fee:	\$ 90.00
b)		Combined Tattoo/Body Piercing Establishment.	
	1)	Annual License Fee:	\$341.00
	2)	Pre-inspection Fee:	\$261.00
	3)	First Re-inspection Fee:	\$221.00
	4)	Subsequent Re-inspection Fee:	\$295.00
	5)	New Construction Plan Review Fee:	\$119.00
	6)	Remodel/Addition Plan Review Fee:	\$ 71.00
	7)	Late Fee:	\$ 90.00
c)		Temporary Tattoo or Body Piercing Establishment.	
	1)	License Fee (per event up to 7 days):	\$150.00
	2)	Late Fee:	\$ 25.00
d)		Temporary Combined Tattoo/Body Piercing Establishment.	
	1)	License Fee (per event up to 7 days):	\$173.00
	2)	Late Fee:	\$ 25.00
9.		<u>School Food Service Facilities</u>	
a)		Full Kitchen.	
	1)	Inspection Fee:	\$250.00
	2)	Pre-inspection Fee:	\$250.00
	3)	First Re-inspection Fee:	\$353.00 <u>300.00</u>
	4)	Subsequent Re-inspection Fee:	\$470.00 <u>450.00</u>
	5)	New Construction Plan Review Fee:	\$275.00
	6)	Remodel/Addition Plan Review Fee:	\$165.00
b)		Food Reheat.	
	1)	Inspection Fee:	\$186.00
	2)	Pre-Inspection Fee:	\$190.00
	3)	First Re-inspection Fee:	\$240.00 <u>200.00</u>
	4)	Subsequent Re-inspection Fee:	\$320.00 <u>300.00</u>
	5)	New Construction Plan Review Fee:	\$150.00
	6)	Remodel/Addition Plan Review Fee:	\$ 90.00
c)		Late Fee:	\$ 90.00
10.		<u>Retail Food Establishments</u>	
a)		Retail food establishments which have food sales of at least \$1,000,000 and process potentially hazardous food, including mobile retail vendors and service bases.	
	1)	Annual License Fee:	\$1,000.00
	2)	Pre-inspection Fee:	\$ 600.00
	3)	First Re-inspection Fee:	\$ 450.00 <u>250.00</u>
	4)	Subsequent Re-inspection Fee:	\$ 700.00 <u>375.00</u>
	5)	New Construction Plan Review Fee:	\$ 625.00
	6)	Remodel/Addition Plan Review Fee:	\$ 375.00
b)		Retail food establishments which have food sales of at least \$25,000, but less than \$1,000,000, and process potentially hazardous food, including mobile retail vendors and service bases.	
	1)	Annual License Fee:	\$500.00
	2)	Pre-inspection Fee:	\$300.00
	3)	First Re-inspection Fee:	\$250.00 <u>200.00</u>

	4)	Subsequent Re-inspection Fee:	\$ 400.00 <u>300.00</u>
	5)	New Construction Plan Review Fee:	\$400.00
	6)	Remodel/Addition Plan Review Fee:	\$240.00
c)		Retail food establishments which have food sales of at least \$25,000, do not engage in food processing, but sell potentially hazardous food, including mobile retail vendors and service bases.	
	1)	Annual License Fee:	\$425.00
	2)	Pre-inspection Fee:	\$225.00
	3)	First Re-inspection Fee:	\$ 148.00 <u>150.00</u>
	4)	Subsequent Re-inspection Fee:	\$ 296.00 <u>225.00</u>
	5)	New Construction Plan Review Fee:	\$150.00
	6)	Remodel/Addition Plan Review Fee:	\$ 90.00
d)		Retail food establishments which have food sales of at least \$25,000, and engage in food processing, but do not process potentially hazardous food, including mobile retail vendors and service bases.	
	1)	Annual License Fee:	\$338.00
	2)	Pre-inspection Fee:	\$204.00
	3)	First Re-inspection Fee:	\$ 148.00 <u>150.00</u>
	4)	Subsequent Re-inspection Fee:	\$ 296.00 <u>225.00</u>
	5)	New Construction Plan Review Fee:	\$150.00
	6)	Remodel/Addition Plan Review Fee:	\$ 90.00
e)		Retail food establishments, which have food sales of less than \$25,000, and are engaged in food processing, including mobile retail vendors and service bases.	
	1)	Annual License Fee:	\$200.00
	2)	Pre-inspection Fee:	\$120.00
	3)	First Re-inspection Fee:	\$ 134.00 <u>125.00</u>
	4)	Subsequent Re-inspection Fee:	\$ 268.00 <u>185.00</u>
	5)	New Construction Plan Review Fee:	\$ 89.00
	6)	Remodel/Addition Plan Review Fee:	\$ 53.00
f)		Retail food establishments, which have food sales less than \$25,000, do not engage in food processing, but are selling potentially hazardous foods, including mobile retail vendors and service bases.	
	1)	Annual License Fee:	\$150.00
	2)	Pre-inspection Fee:	\$ 90.00
	3)	First Re-inspection Fee:	\$ 134.00 <u>75.00</u>
	4)	Subsequent Re-inspection Fee:	\$ 268.00 <u>150.00</u>
	5)	New Construction Plan Review Fee:	\$ 81.00
	6)	Remodel/Addition Plan Review Fee:	\$ 49.00
g)		Late Fee:	\$ 90.00
11.		Duplicate Permit Fee:	\$ 10.00
12.		Operating Without a License Fee:	\$749.00
13.		Operating Without a Certified Food Manager Fee:	\$150.00
14.		Operating Without a Body Art Practitioner License Fee:	\$150.00
15.		Consultation Fee:	\$127.00

INSPECTION

Building Code Permits

- a. *Plan Examination.*
 - 1. One & two family residence: \$175.00
 - 2. One & two family additions and alterations: \$50.00
 - 3. Building plans other than one and two family residence will be charged per Oak Creek form OCSBD 118.
 - 4. Heating plans other than one and two family will be charged per Oak Creek form OCSBD 118.
 - 5. Residential accessory building 240 square feet or more: \$50.00
 - 6. Plan Examiner may reduce or waive fees for Items 2. and 5. above when limited or no architectural plans are required.
 - 7. Review of plans approved by State of Wisconsin ~~\$ 250.00~~
 - i. Less than 100,000 sq. ft.: \$250.00
 - ii. Greater than 100,000 sq. ft.: \$500.00
 - 8. Decks: \$ 50.00
- b. *Residence-one & two family, multi-family, hotels, motels, or additions thereto.* \$0.30/sq. ft (minimum fee \$50.00).
- c. *Wisconsin uniform building permit seal.* State charge plus \$5.00.
- d. *Commercial, retail, office or institutional (i.e. schools, churches, hospitals, etc.).* \$0.30/sq ft (minimum fee \$50.00).
- e. *Manufacturing, industrial & utilities (office areas to be included under 4).* \$0.30/sq. ft. (minimum fee \$50.00).
- f. *Residential accessory building & garage in excess of 120 sq. ft.* \$0.20/sq. ft. (minimum fee \$50.00).
- g. *Agriculture Building.* \$0.25/sq. ft. (minimum fee \$50.00).
- h. *All other buildings, structures, alterations, repairs, signs and paving where not listed as category.* \$10.00 for each \$1,000.00 estimated value or fraction thereof (minimum fee: \$50.00).
- i. *Permit to start construction of footings and foundation.* \$100.00 accessory building foundation only or additions, per Comm. Chapter 2.
- j. *Heating, incinerator units, wood burning appliance, fireplace:* \$50/Unit, up to and including 150,000 input BTU units. Additional fee of \$5.00/each 50,000 BTUs or fraction thereof .
- k. *Air conditioning.*
 - 1. Wall unit: \$15.00
 - 2. Other than wall unit: \$50.00/unit up to 3 tons or 36,000 BTUs. Additional fee of \$5.00/each ton or 12,000 BTUs or fraction thereof.
- l. *Heating & air conditioning distribution systems.* \$1.50/100 sq. ft. of conditioned area with a \$25.00 minimum.
- m. *Exhaust system over 1,000 cfm.* \$25.00 per unit.
- n. *Occupancy permit.*
 - 1. Residential: \$40.00/unit
 - 2. Commercial & Industrial (new or change of use): \$70.00
 - 3. Temporary Use (i.e. tent): \$40.00 each
- o. *Decks* 75.00
- p. *Fences, pools (in-ground/above ground/spas).* \$50.00
- q. *Wrecking or razing. Building Inspector may waive fee if structure is condemned.* \$.05/sq. ft. \$50.00 minimum. \$500 maximum.

- r. *Moving buildings over public ways.* \$100.00
- s. *Fuel tanks.* \$20.00/tank for installation and removal for review of tank location only.
- t. *Special inspections and reports.* \$100.00
- u. *Double fees.* Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.
- v. Failure to order inspection: \$50.00
- w. Re-inspection fee: \$50.00
- x. *Building permit fees may be refunded* (except plan examination fees and Wisconsin Uniform Building Permit Seal fee) upon good cause shown as to nonuse thereof and within a reasonable time after payment, provided that the minimum fee of \$50.00 shall not be refundable.
- y. Minimum for any permit: \$50.00

NOTE: Fees based on square footage shall include all floor areas (including crawl space) measured to outside wall dimensions and will be rounded to nearest whole dollar amount.

NOTE: Total fees shall be rounded up to the next whole dollar.

Electrical Code Permits

The minimum fee for any permit shall be \$50.00. Where additional permits by the same license on the same job are necessary and the nature of the work is the same as that of the original permit, the minimum fee shall not apply. The term "outlet" as used in this subsection shall mean any opening for the connection of current consuming or controlling devices generally. Where outlets are installed in common or "in gang", the outlets shall be counted individually. Fees shall be as follows:

- a. *Service-new, replacement, alteration or temporary.* \$65.00 each 0-600 amps, \$70.00 each 601-1200 amps, \$75.00 each greater than 1200 amps.
- b. *Feeders, subfeeders, and additional panels each 110 amps or fraction thereof:* \$40.00 each.
- c. *Wireways, busways, under floor raceways or auxiliary gutters.* \$1.00/foot.
- d. *Generators, transformers, reactors, rectifiers, capacitors, welders, converters, electric furnaces or similar devices.* Each unit per kW: \$1.00/kW.
- e. *Commercial combination heating & air-conditioning units.* \$40.00 each.
- f. *Commercial refrigerator units.* Each motor compressor unit: \$20.00 each.
- g. *Residential air-conditioning.* Each motor compressor unit: \$20.00 each.
- h. *Gas or oil burners, residential electric furnaces, or conversion of (circle unit type).* \$20.00 each.
- i. *Electric space heating & baseboard system, per zone control.* \$12.00 each.
- j. *Electric appliances, commercial and residential [i.e. range, oven, clothes dryer, dishwasher, disposal, water heater; circle unit type(s) or indicate other].* \$10.00 each.
- k. *Swimming pools (includes associated wiring & grounding):* \$50.00 each.
- l. *Hydro-massage tubs, spas, hot tubs, etc. (circle or list type):* \$50.00 each.
- m. *Fuel dispensers for gasoline, oil, water pumps, or similar units:* \$50.00 each.
- n. *PV Systems: Residential \$50.00; Commercial \$100.00.*
- o. *Moving picture, X-ray machine, high frequency therapeutic apparatus and similar equipment:* \$50.00 each.
- p. *Switches, and convenience outlets:* \$1.00 each.
- q. *Dimmers & rheostats:* \$4.00 each.
- r. *Lighting fixtures-incandescent medium base, studded lights, festoon lighting, and fluorescent:* \$1.00 each.
- s. *Area light and standard:* \$30.00 each.
- t. *HID fixtures (i.e., mercury vapor, sodium, LED etc.):* \$5.00 each.

- u. *Strip lighting, track lighting, plug-in strip, trolley duct, trolley wire or similar.* \$1.00 each strip or 10-foot length.
- v. *Audible or visual electric signal or communication devices (i.e., fire alarms, horns, exit lights, door bells, etc.):* \$1.00 each.
- w. *Power receptacles over 150 Volts:* \$8.00 each.
- x. *Motors, each motor per HP or fraction thereof:* \$1.00 each HP.
- y. *Ceiling fan:* \$4.00 each.
- z. *Signs-electric illuminated (i.e., neon, fluorescent, comb. or other).* Each Sign: \$30.00 each.
- aa. *To Change, alter, repair or correct an electrical installation where none of the above apply-specify:* \$50.00
- bb. *Re-inspection fee.* First re-inspection: \$50.00
- cc. *Failure to call for inspection upon inspection and/or final inspection before occupancy.* Per occurrence: \$75.00
- dd. *Work started before electrical permit issued.* Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.
- ee. *Refund of fees.* That portion in excess of minimum fee is eligible to be refunded to a permit holder, if a request is made in writing, within 45 days of the issuance of such permit, provided that the minimum fee of \$50.00 shall not be refundable.
- ff. *Minimum for any permit:* \$50.00.
- gg. *Direct reconnection of residential equipment (minimum fee does not apply):* \$25.00 each.
- hh. *Direct reconnection of commercial electrical equipment (minimum fee does not apply):* \$30.00 each.

NOTE: Total fees shall be rounded up to the next whole dollar.

Plumbing Code Permits

The schedule of permit fees to be paid at the time the permit is issued shall be as follows:

- a. *Connection to main sewer (sanitary), per first 100 feet.*
 - 1. Main sewer to property line: \$50.00
 - 2. Property line to structure: \$50.00
 - 3. Main sewer to structure: \$90.00
 - 4. each additional 100 feet: \$50.00
- b. *Connection to main sewer (storm), per first 100 feet.*
 - 1. Main sewer to property line: \$50.00
 - 2. Property line to structure: \$50.00
 - 3. Main sewer to structure: \$90.00
 - 4. each additional 100 feet: \$50.00
- c. *Water extension, per first 100 feet.*
 - 1. Main sewer to property line: \$50.00
 - 2. Property line to structure: \$50.00
 - 3. Main sewer to structure: \$90.00
 - 4. each additional 100 feet: \$50.00
- d. *Private water system and/or well, new or required inspection:* \$20.00 each.
- e. *Catch basin, storm or sanitary manholes, condensate pits:* \$20.00
- f. *Plumbing fixtures and/or fixture connections, range boilers, steamers, water heater (except replacement), etc.:* \$10.00 each.
- g. *Automatic washer connection (mandatory in case of all new residence construction):* \$10.00
- h. *Replacement fixtures:* \$25.00 (exempt from the minimum \$50.00 fee).

1. Water heater replacement.
 2. Dishwasher or kitchen sink replacement.
 3. Toilet and lavatory replacement.
- i. *Back flow pressure reducing valve (fee may be waived for existing single family dwellings):* \$35.00
 - j. *Building drain:* \$35.00
 1. each additional 50 feet: \$25.00
 - k. *Funnel drains:* \$10.00
 - l. *Condensate pumps:* \$10.00
 - m. *Grease traps:* \$35.00.
 - n. *Lawn sprinkler system:* \$45.00.
 - o. *Private sewage disposal system and/or holding tanks (includes state fees for ground water and sanitary permits):* \$250.00
 - p. *Sanitary Permit (**special approval required**; includes state fees for ground water and sanitary permits):* \$450.00
 - q. *Verification of soil test for mound septic tanks:* Minimum of \$225.00, not to exceed \$300.00, per test.
 - r. *Street cut (slurry mix backfill) \$60.00 per cut (**ENGINEERING DEPARTMENT APPROVAL REQUIRED**). See Section 3.40c(32)a.*
 - s. *Well operation permit.* \$25.00.
 - t. *Work not completed for ordered inspection:* \$50.00
 - u. *Failure to order final Inspection:* \$50.00
 - v. *Minimum for any permit:* \$50.00
 - w. *Work started before permit issued.* Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.
 - x. *Plumbing permit fees may be refunded upon good cause shown as to nonuse thereof and within a reasonable time after payment provided that the minimum fee of \$50.00 shall not be refundable.*
 - y. Wis. Adm. Comm. S. 2.64 regarding plumbing plan review fees and all future amendments, revisions or modifications thereto is hereby adopted by reference.

INFORMATION REQUESTS

- a. Miscellaneous copies: \$0.25 per page.
- b. Open record copies: A requester shall be charged a fee to defray the cost of locating and copying records as follows:
 1. The cost of photocopying shall be \$0.25/page for black and white copies and \$1.00/page for color copies.
 2. If the form of a written record does not permit copying, the actual and necessary cost of photographing and photographic processing shall be charged.
 3. The cost of providing typed verbatim transcripts of an audio taped record shall be the actual cost per hour, plus copy charges of \$0.25 per page.
 4. If mailing or shipping is necessary for any requested copy or copies, the actual cost thereof shall also be charged. A flat fee of \$35.00 annually shall be charged for mailing Common Council agendas or Common Council proceedings on a regular basis. A flat fee of \$5.00

shall be charged for each complete Common Council or Plan Commission agenda packet requested, plus \$1.00 for each color copy included therein.

5. An archival research deposit of \$15.00, payable in advance, shall be charged for the research and retrieval of records not readily available in the City Clerk's Office and for which the expected total cost would exceed \$50.00. A credit will be applied towards copy costs; if the research and retrieval is less than the deposit, a refund will be issued.
6. The legal custodian shall estimate the cost of all applicable fees and may require a cash deposit adequate to assure payment, if such estimate exceeds \$5.00.
7. Elected and appointed officials of the City of Oak Creek shall not be required to pay for public records they may reasonably require for the proper performance of their official duties nor shall any charges be required of the local news media.
8. The legal custodian may provide copies of a record without charge or at a reduced charge where he determines that waiver or reduction of the fee is in the public interest.

c. Photographs

1. The cost for Fire Department digital photographs shall be established as .25 cents per copy.
2. The cost for Police Department digital photographs shall be established as .25 cents per copy.

d. Real estate inquiries (Statement of Real Property Status)

Except for local residents requesting a duplicate copy of their personal real estate tax bill, all persons who request the City of Oak Creek to furnish written information as to or copies of:

1. Real estate taxes;
2. Special assessments;
3. Contemplated public improvements;
4. Sewer or water charges;
5. Flood plain zoning;
6. Or other like inquiries covering a specific parcel of real estate in the City of Oak Creek shall pay the sum of \$50.00, with an additional \$10.00 for rush requests, to the City Treasurer to cover the cost of the investigation and/or processing of such inquiry. Said fee shall be paid at the time of the inquiry or prior to mailing or pickup or faxing of the requested information.

e. Accident reports

The cost for Police Department accident reports shall be established as \$.25 per page.

f. Fire incident reports

The cost for Fire Department incident reports shall be established as \$.25 per page.

g. Audio/Video tapes, film and CD/DVDs

The fee for audio/video tapes, film and CDs or DVDs shall be the actual cost to produce such items, plus the cost of supplies, postage, etc.

h. Tax roll and Assessment Roll

Electronic media: Charge actual costs, \$100.00 minimum.

- i. Real estate Summary Sheet
\$10.00.
- j. Computer records
 - 1. Miscellaneous computer printouts generated
Charge actual costs
 - 2. Electronic files
Charge actual costs
- k. Fax transmittals: \$1.00/page long distance \$.50 per page local
- l. Voter Records
 - 1. Statewide Voter Registration System (SVRS) Records (established by State)
Electronic Data file: \$25.00 plus \$5.00 per 1,000 voter names, rounded to the nearest thousand.
 - 2. City voter records
Computer printouts: The actual cost to produce or copy each computer printout shall be charged, plus the actual cost of postage and supplies.

LIBRARY

All patrons shall be charged fees covering the cost of lost and damaged items. In addition, there will be a service charge in the amount of \$3.00 per item.

RECREATION

Recreation Department fees shall be established by the Recreation Manager according to guidelines adopted by the Parks, Recreation and Forestry Commission and subject to review by the Parks, Recreation and Forestry Commission. A list of the fees and charges will be on file in the Parks, Recreation and Forestry Office. The Recreation Manager shall provide a copy of any change to the fees to the City Clerk 15 days prior to the effective date of such change. The Clerk shall provide a copy to the Common Council as soon as practicable. The fees shall go into effect at the end of the 15-day period unless an alderman or the Mayor objects in writing, in which case the fee change shall be brought before the entire Common Council for consideration and approval.

POLICE DEPARTMENT

- a. Bicycles
 - 1. Bicycle license - \$3.50, non-expiring
 - 2. Replacement bicycle license - \$2.00
- b. Alarm Permit Fees
 - 1. Alarm devices (except police console connected) – no fee
 - 2. Alarms connected to police consoles - \$100.00 initial installation
- c. Police False Alarm Charges - Annually
 - 1. 1-3 alarms – no charge
 - 2. 4-7 alarms - \$50.00 per alarm
 - 3. 8 or more alarms - \$200 per alarm

- d. Fingerprint Service
 - 1. Fingerprint Service - \$10.00 fee per individual
- e. Warrant Service Charge
 - 1. Processing service- \$25.00 fee per transaction

STREETS

- a. Driveway Culvert Installation
 Driveway culvert installation charges for labor and material provided by the City of Oak Creek shall be determined on a front foot basis in the following manner:
 - 1. 12", 15" or 18" Culvert: \$34.64/foot plus cost of a pipe.
 - 2. 21", 24" or 30" Culvert: \$51.96/foot plus the cost of pipe.
 - 3. 36", 42" or 48" Culvert: \$67.41/foot plus the cost of pipe.
 - 4. 54", 60" or 72" Culvert: \$87.00/foot plus cost of pipe.
- b. Equipment Rental Charges
 - 1. The fee schedule for equipment will reflect the actual costs per hour to use various pieces of equipment in the Street Department inventory, and will be established using the equipment cost comparison agreement between the State of Wisconsin and Milwaukee County Department of Public Works. A complete schedule of equipment and fees shall be maintained at the Street Department.
 - 2. The fee for labor to operate rented equipment shall be:
 - a. Labor performed by Equipment Operators: \$47.32 per hour.
 - b. Labor performed by Mechanics: \$52.93 per hour.
 - c. Supervisor: \$55.38 per hour.
 - d. Street Supervisor: \$64.84 per hour.
- c. Freon disposal fee. \$15.00 for disposal of refrigerators, air conditioners, freezers and dehumidifiers.
- d. Mulch. \$25.00 delivery charge.
- e. Special Pick-ups: \$25.00 for a special pick up.
- f. Tires: \$3.00 per tire.
- g. Televisions: \$20.00 per television.

TREASURER'S OFFICE

Animals

- a. Dog Annual License Fee
 - 1. \$12.00 if the owner provides certification by a veterinarian that the dog has been spayed or neutered.
 - 2. \$24.00 if the dog is fertile.
 - 3. A fee that is equal to half the amount of the normal license fee if five (5) months of age after July 1st of license year
- b. Cat Annual License Fee
 - 1. \$12.00 if the owner provides certification by a veterinarian that the cat has been spayed or neutered.
 - 2. \$24.00 if the cat is fertile.
 - 3. A fee that is equal to half the amount of the normal license fee if five (5) months of age after July 1st of license year.

- c. Late Annual License Fee
 - 1. \$ 6.00 for a dog or cat that has been spayed or neutered.
 - 2. \$12.00 for a dog or cat that is fertile for animals not licensed prior to April 1 of that year; the annual license is acquired after thirty (30) days of occupancy in the City; or the annual license is obtained after the dog or cat is over five (5) months old.
- d. Impound Fee
 - 1. \$15.00 for each day or fraction thereof.

Treasurer Service Fees

A charge of \$25.00 per check shall be charged to recover all reasonable costs and expenses in connection with the collection of a worthless check which any person issues to the city:

- a. NSF (non-sufficient funds)
- b. Account Closed
- c. Stop Payment
- d. Refer to Maker
- e. Stale Date
- f. A payment that is returned to the City for any reason

NON-DEPARTMENT SPECIFIC

Technology Fee

A charge of \$5 per permit, or invoice that is generated from the Financial/Inspection software.

WEIGHTS AND MEASURES

According to Section 98.04 (2), Wis. Stats., the City of Oak Creek may recover an amount not to exceed the cost of fees for weights and measures inspection work by assessing fees on the persons who receive the services rendered. Fees for weights and measures services provided by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection are as follows and shall be billed by the City on an annual basis:

- a. \$20.00 each small capacity scale, meter or liquid measuring device (LMD)
- b. \$50.00 each large capacity scale

CIVIC CENTER MEETING ROOM FEE SCHEDULE

Civic Center Meeting Rooms	Resident Fees	Non-Resident Fees
Multi-Purpose Room	\$ 20 <u>25</u> / hour	\$ 40 <u>50</u> / hour
	Security Deposit* - \$50	
	Tablecloths - \$5 / table	
Technology Training Center	\$ 20 <u>25</u> / hour	\$ 40 <u>50</u> / hour
	Security Deposit* - \$50	
Tower Room	\$ 10 <u>15</u> / hour	\$ 20 <u>30</u> / hour
	Security Deposit* - \$50	
Lake Vista Room	\$ 10 <u>15</u> / hour	\$ 20 <u>30</u> / hour
	Security Deposit* - \$50	
Heritage Room	\$ 10 <u>15</u> / hour	\$ 20 <u>30</u> / hour
	Security Deposit* - \$50	
Delphi Room	\$ 10 <u>15</u> / hour	\$ 20 <u>30</u> / hour
	Security Deposit* - \$50	
Storytime Room	\$ 20 <u>25</u> / hour	\$ 40 <u>50</u> / hour
	Security Deposit* - \$50	

***Security Deposit:** The Library reserves the right to charge an additional \$50 usage fee for failure to comply with meeting room policies, procedures and/or guidelines and/or for additional cleaning fees. Additional fees may be assessed for excessive damage to the room. Fees will be charged to the credit card on file with the application.

Technology Training Sessions: ~~—~~ \$20 per user per training class

BE IT FURTHER RESOLVED that the schedule of fees, permits and charges may be amended from time to time by resolution of the Common Council.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this _____ day of _____, 20__.

Passed and adopted this _____ day of _____, 20__.

President, Common Council

Approved this _____ day of _____, 20__.

Mayor

ATTEST:

City Clerk

Vote: _____ Noes _____



COMMON COUNCIL REPORT

Item: Oak Creek Hotel Group, LLC Assignment and Assumption of Tax Incremental District No. 11 Finance Development Agreement

Recommendation: That the Common Council adopt Resolution No. 12013-120418, a Resolution Consenting to the Assignment and Assumption of Tax Incremental District No. 11 Finance Development Agreement from Drexel Square Hotel Group, Inc. to Drexel Hotel Investment, LLC, TFC Oak Creek, LLC, Pinetree Properties X, LLC, and Pinetree Properties XI, LLC

Fiscal Impact: There is no direct fiscal impact as a result of the City's consenting to this agreement, but the hotel and property taxes generated by the 112-room hotel are expected to repay the \$1,450,000 TIF bonds for the project and a portion of the public infrastructure bonds issued to support the Drexel Town Square development.

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: Drexel Square Hotel Group, Inc. ("DSHG") owns the TownPlace Suites by Marriott in Drexel Town Square, which is located at 7980 South Market Street. DSHG is selling the hotel to Drexel Hotel Investment LLC, TFC Oak Creek, LLC, Pinetree Properties X, LLC and Pinetree Properties XI, LLC. In anticipation of closing, the parties are seeking the City's consent to the Assignment and Assumption of the Tax Incremental District No. 11 Finance Development Agreement given the change in ownership. This agreement transfers the rights and obligations from the current owner to the new owners.

Options/Alternatives: None.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Melissa L. Karls
City Attorney

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments:

- Assignment and Assumption of Tax Incremental District No. 11 Finance Development Agreement
- Resolution No. 12013-120418

RESOLUTION NO. 12013-120418

RESOLUTION CONSENTING TO THE ASSIGNMENT AND ASSUMPTION OF
TAX INCREMENTAL DISTRICT NO. 11 FINANCE DEVELOPMENT
AGREEMENT FROM DREXEL SQUARE HOTEL GROUP, INC. TO DREXEL
HOTEL INVESTMENT, LLC, TFC OAK CREEK, LLC,
PINETREE PROPERTIES X, LLC, AND PINETREE PROPERTIES XI, LLC
(Drexel Square Hotel Group, Inc.)
(2nd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the City of Oak Creek hereby consents to the Assignment and Assumption of Tax Incremental District No. 11 Finance Development Agreement from Drexel Square Hotel Group, Inc. to Drexel Hotel Investment, LLC, TFC Oak Creek, LLC, Pinetree Properties X, LLC, and Pinetree Properties XI, LLC.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the same in behalf of the City of Oak Creek subject to minor amendments or modifications that are approved by the City Administrator and City Attorney.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of December, 2018.

Passed and adopted this _____ day of _____, 201_.

Common Council President Kenneth Gehl

Approved this _____ day of _____, 201_.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

**ASSIGNMENT AND ASSUMPTION OF
TAX INCREMENTAL DISTRICT NO. 11 FINANCE DEVELOPMENT AGREEMENT
(DREXEL HOTEL INVESTMENT LLC)**

THIS ASSIGNMENT AND ASSUMPTION OF TAX INCREMENTAL DISTRICT NO. 11 FINANCE DEVELOPMENT AGREEMENT (OAK CREEK HOTEL GROUP, LLC) (this “Assignment”) is made and entered into as of _____, 2018 (the “Effective Date”) by and between **DREXEL SQUARE HOTEL GROUP, INC.**, a Delaware corporation (the “Assignor”) and **DREXEL HOTEL INVESTMENT LLC**, a Wisconsin limited liability company, **TFC OAK CREEK, LLC**, a Wisconsin limited liability company, **PINETREE PROPERTIES X, LLC**, a Wisconsin limited liability company, and **PINETREE PROPERTIES XI, LLC**, a Wisconsin limited liability company, as tenants in common (collectively, “Assignee”).

WITNESSETH:

WHEREAS, the City of Oak Creek, a municipal corporation of the State of Wisconsin, located in Milwaukee County, Wisconsin (the “City”) and Oak Creek Hotel Group, LLC, an Illinois limited liability company (“OCHG”), previously entered into a Tax Incremental District No. 11 Finance Development Agreement dated as of April 15, 2014 (the “Initial Agreement”) relating to Tax Incremental District No. 11 in the City of Oak Creek, as subsequently amended by that certain First Amendment to Tax Incremental District No. 11 Finance Development Agreement dated as of December 16, 2014 (the “First Amendment”) relating to Tax Incremental District No. 11 in the City of Oak Creek, as further amended by that certain Second Amendment to Tax Incremental District No. 11 Finance Development Agreement dated as of June 29, 2015 (the “Second Amendment”), as assigned from OCHG pursuant to Assignor pursuant to that certain Assignment and Assumption of Tax Incremental District No. 11 Finance Development Agreement dated June 30, 2016, as further amended by that certain Third Amendment to Tax Incremental District No. 11 Finance Development Agreement dated July 15, 2016 (the “Third Amendment”), and as further amended by that certain Fourth Amendment to Tax Incremental District No. 11 Finance Development Agreement dated October 23, 2017 (the “Fourth Amendment”, and together with the Initial Agreement, the First Amendment, the Second Amendment, and the Third Amendment, collectively referred to as the “Agreement”); and

WHEREAS, Assignee acquired and is the fee owner of the Property identified in the Agreement; and

WHEREAS, Assignee has agreed to acquire from Assignor, and Assignor has agreed to transfer and assign to Assignee, all of Assignor’s rights, title and interests in, to and under the Agreement and to accept and assume all of Assignor’s duties, liabilities and obligations under the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00), the promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

1. The foregoing recitals are incorporated by this reference.

2. As of the Effective Date, Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's rights, title and interests under the Agreement, heretofore made with respect to the Agreement.
3. As of the Effective Date, Assignee hereby accepts the foregoing assignment, assumes all of Assignor's obligations under the Agreement and confirms and makes, on its own behalf, all representations and warranties of Assignor set forth in the Agreement.
4. In the event that any of the provisions of this Assignment shall by court order be held invalid or in contravention of any of the laws of the United States or of any state having jurisdiction over this Assignment or of any dispute arising thereunder, such invalidation shall not serve to affect the remaining portions of this Assignment.
5. This Assignment shall be governed as to validity, interpretation, construction, effect, enforcement and in all other respects by the laws and decisions of the State of Wisconsin.
6. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors in interest and assigns.
7. This Assignment may be executed in as many counterparts as necessary, each of which when so executed and delivered shall be deemed an original and which counterparts taken together shall constitute a single binding agreement.
8. All terms and words used in this Assignment, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Assignment or any portion of this Assignment may require, the same as if such words had been fully and properly written in that number or gender.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor and Assignees have executed this Assignment as of the Effective Date.

ASSIGNOR:

DREXEL SQUARE HOTEL GROUP, LLC,

By: _____
Name: Robert Gustin
Its: President

ASSIGNEE:

DREXEL HOTEL INVESTMENT LLC,

By: _____
Name: _____
Its: _____

TFC OAK CREEK, LLC

By: _____
Name: _____
Its: _____

PINETREE PROPERTIES X, LLC

By: _____
Name: _____
Its: _____

PINETREE PROPERTIES XI, LLC

By: _____
Name: _____
Its: _____

CONSENT

The City of Oak Creek, a Municipal Corporation of the State of Wisconsin located in Milwaukee County, Wisconsin, hereby consents to the foregoing Assignment.

CITY OF OAK CREEK

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

19841620.2



COMMON COUNCIL REPORT

Item: Certified Survey Map - 610 W. Rawson Ave., & 7001 & 7045 S. 6th St.

Recommendation: That the Council adopts Resolution No. 12011-120418, a resolution approving a Certified Survey Map for Oak Creek Rawson Industrial, LLC, c/o HSA Commercial Real Estate, for the properties at 610 W. Rawson Ave., & 7001 & 7045 S. 6th St.

Fiscal Impact: The consolidation of the properties will result in one (1) lot of conforming size for the M-1, Manufacturing zoning district. Redevelopment of the consolidated lot with multitenant light industrial/warehouse distribution building will include remediation and capping of the site. This development will both eliminate a current contamination situation and yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. These properties are part of TID 16.

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

Background: The Applicants are requesting approval of a Certified Survey Map (CSM) to combine the properties at 610 W. Rawson Ave., and 7001 & 7045 S. 6th St. into one conforming lot. The consolidation is in anticipation of redeveloping the property with a multitenant light industrial/warehouse distribution building, the plans for which were also reviewed and approved with conditions by the Plan Commission. Wetland delineation information and a DNR determination that the wetlands are artificial (i.e., not regulated) have been received, removing the requirement for wetlands to appear on the recorded map. All existing Water and Sewer Utility easements must be maintained, and the Applicants have indicated that such easements will appear on the CSM. No other comments from other departments have been received.

The Plan Commission reviewed the CSM proposal at their meeting on November 27, 2018, and recommend approval with the following condition:

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

Options/Alternatives: Council has the discretion to modify the conditions of Certified Survey Map approval, or deny the request. Disapproval will likely result in the existing condition of the properties to remain as three (3) underutilized and contaminated lots.

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 12011-120418

Location Map

Certified Survey Map (Sheets 1-4)

RESOLUTION NO. 12011-120418

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
OAK CREEK RAWSON INDUSTRIAL, LLC, C/O HSA COMMERCIAL REAL ESTATE

610 W. RAWSON AVE., & 7001 & 7045 S. 6TH ST.
(1st Aldermanic District)

WHEREAS, OAK CREEK RAWSON INDUSTRIAL, LLC, C/O HSA COMMERCIAL REAL ESTATE, 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 condition:

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of December, 2018.

Passed and adopted this 4th day of December, 2018.

President, Common Council

Approved this 4th day of December, 2018.

Mayor

ATTEST:

City Clerk

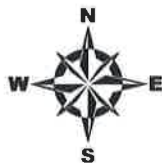
VOTE: Ayes _____ Noes _____

Location Map




610 W. Rawson Ave., 7001 & 7045 S. 6th St.



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



Legend

-  610 W. Rawson, 7001 & 7045 S. 6th
-  Floodplain (2008)
-  Floodway (2008)

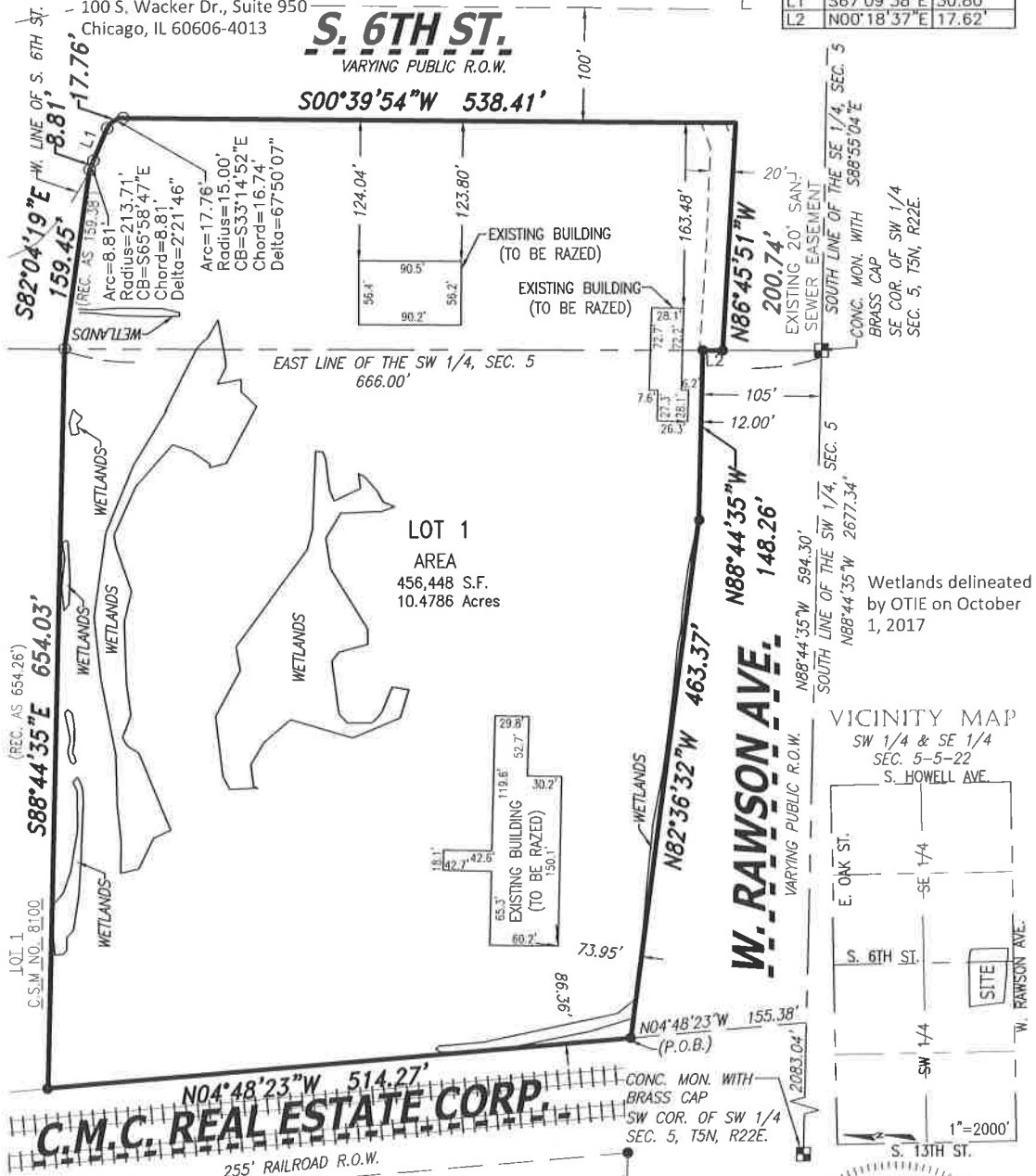
CERTIFIED SURVEY MAP NO. _____

Part of Lot 1, Certified Survey Map 754, part of Parcel 4, Certified Survey Map No. 1332 and part of Outlot 1, Certified Survey Map 4216 lying in the Southwest 1/4 of the Southeast 1/4 and lands lying in the Southeast 1/4 of the Southwest 1/4 all in Section 5, Township 5 North, Range 22 East, City of Oak Creek, County of Milwaukee, State of Wisconsin.

Owner : Oak Creek Rawson Industrial, LLC
 100 S. Wacker Dr., Suite 950
 Chicago, IL 60606-4013

LINE TABLE

LINE	BEARING	DISTANCE
L1	S67°09'38"E	30.80'
L2	N00°18'37"E	17.62'



LEGEND

- Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.
- Indicates found 1" iron pipe.

CHAPUT
 LAND SURVEYS

234 W. Florida Street
 Milwaukee, WI 53204

414-224-8068
 www.chaputlandsurveys.com

All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) dated Jan., 2017 in which the South line of the SW 1/4, Sec. 5 bears N88°44'35"W.

GRAPHIC SCALE
 0 120 240
 (IN FEET)
 1 inch = 120 ft.

WISCONSIN
 DONALD C. CHAPUT
 S-1316
 MILWAUKEE
 WI

Donald C. Chaput

Date: October 31, 2018
 Dwg. No. 2871-dmb
 Sheet 1 of 4 Sheets

This instrument was drafted by Donald C. Chaput
 Professional Land Surveyor S-1316

CERTIFIED SURVEY MAP NO. _____

Part of Lot 1, Certified Survey Map 754, part of Parcel 4, Certified Survey Map No. 1332 and part of Outlot 1, Certified Survey Map 4216 lying in the Southwest 1/4 of the Southeast 1/4 and lands lying in the Southeast 1/4 of the Southwest 1/4 all in Section 5, Township 5 North, Range 22 East, City of Oak Creek, County of Milwaukee, State of Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
 :SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped Part of Lot 1, Certified Survey Map 754, Part of Lot 1, Certified Survey Map 754, part of Parcel 4, Certified Survey Map No. 1332 and part of Outlot 1, Certified Survey Map 4216 lying in the Southwest 1/4 of the Southeast 1/4 and lands lying in the Southeast 1/4 of the Southwest 1/4 all in Section 5, Township 5 North, Range 22 East, City of Oak Creek, County of Milwaukee, State of Wisconsin bounded and described as follows:

Commencing at the Southeast corner of said Southwest 1/4 Section; thence North 88°44'35" West along the South line of said 1/4 Section 594.30 feet to a point on the East line extended of the C.M.C. Real Estate Corporation Railroad; thence North 04°48'23" West along said extended line 155.38 feet to the point of beginning of lands hereinafter described; thence continuing North 04°48'23" West along said East line 514.27 feet to a point on the South line of Lot 1, Certified Survey Map No. 8100; thence South 88°44'35" East parallel with the South line of said Southwest 1/4 Section and along said South line 654.03 feet to a point on the North-South 1/4 line of Section 5, said point being North along said North-South line 666.00 feet from the South 1/4 corner of said Section; thence South 82°04'19" East along said South line 159.45 feet to a point on the West line of South 6th Street and the point of a non-tangent curve; thence Southeasterly 8.81 feet along said West line and the arc of a curve whose center lies to the Northeast, whose radius is 213.71 and whose chord bears South 65°58'47" East 8.81 feet to a point; thence South 67°09'38" East along said West line 30.80 feet to a point of curvature; thence Southeasterly 17.76 feet along said West line and the arc of a curve whose center lies to the Southwest, whose radius is 15.00 feet and whose chord bears South 33°14'52" East 16.74 feet to a point; thence South 00°39'54" West along said West line 538.41 feet to a point on the North line of West Rawson Avenue; thence North 86°45'51" West along said North line 200.74 feet to a point on the North-South 1/4 line of Section 5; thence North 00°18'37" East along said North-South line and the North line of West Rawson Avenue 17.62 feet to a point; thence North 88°44'35" West along said North line and parallel with the South line of said Southwest 1/4 Section 148.26 feet to a point; thence North 82°36'32" West along said North line 463.37 feet to the point of beginning.

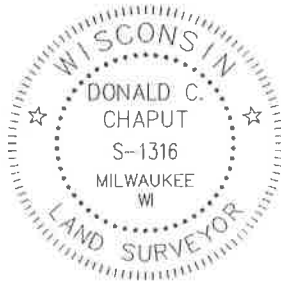
Said lands as described contains 456,448 square feet or 10.4786 Acres.

THAT I have made the survey, land division and map by the direction of Oak Creek Rawson Industrial, LLC, owner.

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 Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Oak Creek Municipal Code in surveying, dividing and mapping the same.

October 31, 2018
DATE _____



Donald C. Chaput

CERTIFIED SURVEY MAP NO. _____

Part of Lot 1, Certified Survey Map 754, part of Parcel 4, Certified Survey Map No. 1332 and part of Outlot 1, Certified Survey Map 4216 lying in the Southwest 1/4 of the Southeast 1/4 and lands lying in the Southeast 1/4 of the Southwest 1/4 all in Section 5, Township 5 North, Range 22 East, City of Oak Creek, County of Milwaukee, State of Wisconsin.

CORPORATE OWNER'S CERTIFICATE

Oak Creek Rawson Industrial, LLC, an Illinois limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said limited liability company caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the City of Oak Creek.

Oak Creek Rawson Industrial, LLC, as owner, does further certify that this map is required by S.236.20 or 236.12 to be submitted to the following g for approval or objection: City of Oak Creek

In Witness Where of, the Oak Creek Rawson Industrial, LLC, has caused these presents to be signed by the hand of John E. Shaffer, Manager, on this _____ day of _____, 2018.

In the presence of:

Oak Creek Rawson Industrial, LLC

JOHN E. SHAFFER, MANAGER

STATE OF WISCONSIN)

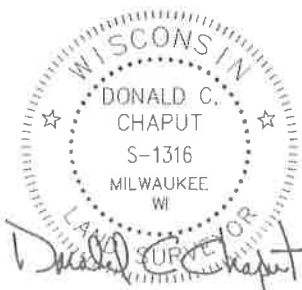
); SS

MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2018, John E. Shaffer of the above named limited liability company, to me known as the persons who executed the foregoing instrument, and to me known to be the Manager of the company, and acknowledged that they executed the foregoing instrument as such officers as the deed of the corporation, by its authority.

(Notary Seal)

Notary Public State of Wisconsin
My commission expires,
My commission is permanent.



This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: October 31, 2018
Dwg. No. 2871-dmb
Sheet 3 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

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PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of Oak Creek on this ___ day of _____, 2018

DATE

DANIEL BUKIEWICZ, CHAIRMAN

DATE

DOUGLAS W. SEYMOUR, SECRETARY

COMMON COUNCIL CERTIFICATE OF APPROVAL

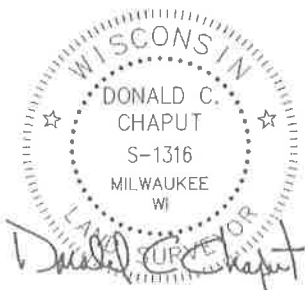
APPROVED by the Common Council of the City of Oak Creek, per Plan Commission recommendation on this ___ day of _____, 2018, by Resolution No. _____

DATE

DANIEL BUKIEWICZ, MAYOR

DATE

CATHERINE ROESKE, CITY CLERK



This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: October 31, 2018
Dwg. No. 2871-dmb
Sheet 4 of 4 Sheets



COMMON COUNCIL REPORT

Item:	Establishment of a Private Property Infiltration and Inflow (PPI/I) Reduction Program
Recommendation:	That the Common Council adopts Resolution No. 12012-120418, a resolution approving a private property infiltration and inflow reduction program. (Citywide)
Fiscal Impact:	Under this program the City would front the costs of PPI/I projects and be reimbursed by Milwaukee Metropolitan Sewerage District (MMSD).
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 checked="" type="checkbox"/> Quality Infrastructure, Amenities, and Services <input type="checkbox"/> Not Applicable

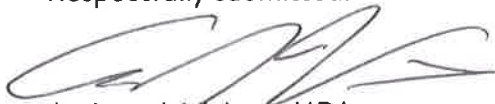
Background: In 2011, Milwaukee Metropolitan Sewerage District (MMSD) established a private property infiltration and inflow (PPI/I) reduction program. The purpose of this was to work with its member communities as they establish municipal PPI/I policies and then complete PPI/I reduction projects to improve their sanitary sewerage system performance to the benefit of the property owners. Infiltration and inflow is clear water (storm water runoff or groundwater) that makes its way into the sanitary sewer. The Utility has been completing work for I/I reduction on its public mainline sewers over the past several years, and this would in effect be another component of that effort. Very simply, the reduction of I/I preserves capacity in the sanitary sewer so that it can function as intended. This reduce or minimize instances where sewer backups into houses reach high potential. Factors where sewer backups have higher potential include older houses (older plumbing, sewer laterals), high groundwater, flood prone, and substantial precipitation events.

The City has been meaning to complete a PPI/I project for many years. In fact it is required to perform PPI/I as a condition of a \$750,000 funding grant that MMSD provided on a 2013 storm water management project.

For the program, MMSD pays a consultant directly to design the PPI/I projects and run the public outreach effort, in coordination with the member city. The consultant will prepare bid documents. The construction of projects are initially funded by the cities, then MMSD provides financial reimbursement to the cities for their project costs after project completion and acceptance.

Options/Alternatives: To not proceed with the establishment of the policy per the recommendation, the City could not perform reimbursement-eligible PPI/I projects, resulting in missed opportunities to improve the sanitary sewer performance in problem areas, and potentially subjecting the City to have to pay MMSD back on the 2013 grant.

Respectfully submitted:



Andrew J. Mickers, 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 Number 12012-120418, PPI/I Policy

RESOLUTION NO. 12012-120418

BY: _____

**RESOLUTION APPROVING A PRIVATE PROPERTY INFILTRATION
AND INFLOW REDUCTION PROGRAM**

(CITYWIDE)

WHEREAS, Milwaukee Metropolitan Sewerage District (MMSD) has a Private Property Infiltration and Inflow (PPI/I) Reduction Program, through which it strongly encourages its member communities to undertake PPI/I projects with their property owners and provides full project cost reimbursement, and;

WHEREAS, the City and the OCWS Utility concur on the importance of I/I reduction in the sanitary sewerage system as vital in on-going efforts to preserve capacity and protect its property owners from sewer backups, and;

WHEREAS, the City had previously committed to performing PPI/I as a condition of an MMSD grant on a 2013 storm water management project;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the proposed Oak Creek PPI/I Program Policy is hereby approved.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of December, 2018.

Passed and adopted this this 4th day of December, 2018.

President, Common Council

Approved this this 4th day of December, 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek

Private Property Inflow and Infiltration Program Policy

Section 1: Purpose

The following policy addresses the reduction of excessive clear water (inflow and infiltration) entering the sanitary sewer system from private property in the City of Oak Creek. This policy is in addition to the provisions of and prohibitions against the discharge of clear water into the sanitary sewer as codified in the City's Municipal Code Chapter 15.73.

Section 2: Background

The City of Oak Creek Water & Sewer Utility (Utility) has made substantial repairs and rehabilitation of publicly owned sanitary sewers and manholes in recent years. In addition, the Utility continues to develop and implement Capital Improvement Plans prioritizing investments on public sanitary sewers and manholes. In collaboration with these efforts, the City of Oak Creek (City) would like to develop a plan for implementing rehabilitation on private property to further reduce inflow and infiltration (I/I) that enters the sanitary sewer system.

Section 3: Establishment of a Private Property Inflow and Infiltration Reduction Program

To aid in identifying and removing sources of excessive I/I, the City hereby establishes a Private Property Inflow and Infiltration (PPI/I) Reduction Program. This shall serve as a pilot program, using only funds from the MMSD PPI/I program.

The program will consist of flow monitoring, evaluations of residential properties, and evaluations of private sewer laterals on a voluntary basis. Evaluations shall be conducted by City or Utility staff or its consultants/contractors in areas that are deemed to be most advantageous to the City and Utility.

Once sources of Private Property I/I are determined, the City shall work with private property owners to make repairs to reduce I/I. Repairs are voluntary and may include rehabilitation or replacement of private sanitary sewer laterals; compliance with existing City codes concerning clear water sources; installing glass block windows in the basement; installing cleanout caps; and addressing private drainage issues that may introduce I/I to the City sewer system under large storm conditions.. This program will remain in effect for as long as the City's allocation of the MMSD PPI/I program remains funded. There is no guarantee that this program will remain in effect indefinitely as budget conditions change.

Section 4: Implementation of the PPI/I Program

Staff shall develop a set of Guidelines for implementation of this policy. These Guidelines shall be initially reviewed by the Engineering and Inspection Departments in conjunction with this policy and shall be updated periodically as the program evolves and changes based on effectiveness and budget parameters.

This policy shall be reviewed every three years beginning in December, 2021.

Drafted: November 26, 2018

Adopted:

Revised:

Reconfirmed:

COMMON COUNCIL REPORT

Item: Lakeshore Veterinary Clinic Storm Water Management Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 12010-120418, a resolution approving a storm water management practices maintenance agreement with Lakeshore Veterinary Real Estate OC, LLC for their Lakeshore Veterinary Clinic development located at 9472 S. 27th Street. (Tax Key No. 878-9000-001) (6th Aldermanic District)

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

Critical Success Factor(s):

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

Background: The proposed Lakeshore Veterinary Clinic development, located at 9472 S. 27th Street, requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

Options/Alternatives: Not to adopt this resolution and therefore the storm water permit cannot be issued resulting in the development being unable to proceed per Section 13.107 of the Municipal Code.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



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

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Michael C. Simmons, P.E.
City Engineer

Attachments: Resolution No. 12010-120418, Storm Water Maintenance Agreement

RESOLUTION NO. 12010-120418

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH LAKESHORE VETERINARY REAL ESTATE OC, LLC FOR THEIR LAKESHORE VETERINARY CLINIC DEVELOPMENT LOCATED AT 9472 S. 27TH STREET

(TAX KEY NO. 878-9000-001)

(6th ALDERMANIC DISTRICT)

WHEREAS, Lakeshore Veterinary Real Estate OC, LLC (Owner), requires onsite storm water management practices for their proposed Lakeshore Veterinary Clinic development located at 9472 S. 27th Street, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of December, 2018.

Passed and adopted this 4th day of December, 2018.

President, Common Council

Approved this 4th day of December, 2018.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number

LAKESHORE VETERINARY CLINIC
9472 S. 27TH STREET
Storm Water Management Practices
Maintenance Agreement
Document Title

Recording Area

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

878-9000-001

Parcel Identification Number (PIN)

**STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 26 day of November, 2018, by and between Lakeshore Veterinary Real Estate OC, LLC, 2100 W. Silver Spring Drive, Glendale WI 53209, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

Certified Survey Map No. 3916, Parcel 1, SW1/4 SEC. 19-5-22 Cont. 3.678 acs. Exc pts conv to State of WI DOT in Doc. No. 10288080

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Lakeshore Veterinary Clinic located at 9472 S. 27th Street, hereinafter called the "Plan", which is expressly made a part hereof, as approved or

to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

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

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

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

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
5. If the Owner, its successors and assigns, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:

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

WITNESS the following signatures and seals:

LAKESHORE VETERINARY REAL ESTATE OC, LLC

[Signature]
Jacob Odders, Manager

The foregoing Agreement was acknowledged before me this 26 day of November, 2018,
by the above named JACOB ODDERS.

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/14/2021



CITY OF OAK CREEK, WISCONSIN

[Signature]
Daniel J. Bukiewicz, Mayor

[Signature]
Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2018,
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

[Signature]
NOTARY PUBLIC
My Commission Expires: _____

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

Approved as to Form:

[Signature] City Attorney [Signature] Date



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

Location: _____

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

Watershed _____

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

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

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



COMMON COUNCIL REPORT

- Item:** Third Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2015-2016 Private Property Maintenance Projects
- Recommendation:** That the Common Council adopt Resolution No. 12014-120418, a Resolution Approving a Third Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2015-2016 Private Property Maintenance Projects
- Fiscal Impact:** The abatement and removal costs are charged against the owner(s) of the property.
- 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 has had contractor Robie's Grading, LLC available to perform property cleaning, improvement, abatement and removal of materials as needed for City code enforcement matters. The original contract is dated January 27, 2015 and provides for payment to the contractor of \$102.00 per ton of material removed. The contract also provides for up to three one-year extensions. In December 2016 and 2017 the Common Council extended the contract for respective one-year periods. This Third Extension and Addendum would be the last under the current contract and would expire on December 31, 2019. The City will need to go out for bid next year for a contract commencing in 2020. The contractor has already signed the Third Extension and Addendum.

Options/Alternatives: The Council could decide not to extend the contract, which could result in staff needing to go out for bid on a project-by-project basis and delaying required property improvements per Code.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Melissa L. Karls
City Attorney

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Reviewed:

Michael C. Simmons, P.E.
City Engineer

Attachments: Third Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2015-2016 Private Property Maintenance Projects

RESOLUTION NO. 12014-120418

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of December, 2018.

Passed and adopted this ____ day of _____, 201_.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 201_.

ATTEST:

Mayor Daniel J. Bukiewicz

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

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

This Third Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2015-2016 Private Property Maintenance Projects ("Second Extension") is made and entered into this ____ day of December 2018, by and between ROBIE'S GRADING, LLC, a limited liability company existing under and by virtue of the laws of the State of Wisconsin, located at 2830 West Acre Avenue, Franklin, Wisconsin, hereinafter called "Contractor" and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, located at 8040 South 6th Street, Oak Creek, Wisconsin, hereinafter called "Owner".

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

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

The parties hereto agree that the Second Extension of the contract term shall be for one year to commence on January 1, 2019 and terminate on December 31, 2019, with all other terms and conditions of the previous Contract to remain in full force and effect.

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

By: 
Robert Gajewski, President

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

By: _____
Daniel J. Bukiewicz, Mayor

CITY OF OAK CREEK CONTRACT SPECIFICATIONS
2015-2016 PRIVATE PROPERTY MAINTENANCE PROJECTS

THIS CONTRACT, made and entered into this 27 day of January 2015, by and between ROBIE'S GRADING, LLC, a limited liability company existing under and by virtue of the Laws of the State of Wisconsin, located at 2830 West Acre Avenue, Franklin, Wisconsin, 53132, hereinafter called "Contractor" and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, hereinafter called "Owner";

WITNESSETH, that the parties hereto agree as follows:

The Contractor had made a proposal in writing to the Common Council of the City of Oak Creek, hereinafter called "Common Council," to furnish the material, equipment, labor and everything necessary for the completion of the work listed hereunder, and according to the contract documents therefore on file in the Office of the Building Commissioner, and the Common Council has awarded the work to the Contractor according to law.

The Contractor, in consideration of the payments hereinafter provided, for itself, its successors and assigns, hereby covenants and agrees to and with the Owner to well and truly execute and perform the work and furnish the material, under the superintendence of the Building Commissioner, for the price and within the time, and according to the contract documents, which include:

1. Notice to Bidders – November 20, 2014
2. Instructions to Bidders – November 20, 2014
3. Bid Proposal – December 5, 2014
4. Detail Specifications – November 20, 2014
5. Performance Bond
6. Certificate of Liability Insurance

which contract documents are hereby made a part of this contract as though set forth in full at this point, that is to say:

For the sum of One Hundred Two and no/100 Dollars (\$102.00) per ton of material removed (excluding toxic and hazard materials);

the Contractor agrees to complete all of the work required for the 2015-2016 Property Maintenance Projects for the City of Oak Creek, Wisconsin.

I. SCOPE OF WORK

- A. The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services as may be deemed necessary or requested to perform all clean-ups related to abatement referrals for clean-up of private properties, hereinafter referred to as "Private Property". Work shall include but not be limited to the removal of all refuse and debris from Private Property on an individual work order basis.

- B. The work shall consist of the cleaning and removal of debris (junk and scrap items, and downed trees and brush) from Private Property, as well as the reporting of nuisance or hazardous conditions (i.e. failing structures, dead animals, potential safety or health hazards, etc.) and all other conditions warranting the attention of the Building Commissioner.

II. WORK TO BE DONE

- A. Debris Removal: The City shall issue a work order to the Contractor for work to be completed on Private Property. The work authorized by work order shall be completed within seven (7) business days of the work order.
- B. The work order shall require all debris and refuse described and depicted (as well as other material possibly not visible from investigative photos taken by the City) to be removed. The Contractor shall not remove any private property that has not been identified as debris and/or refuse to be removed. Any addition to or elimination of work orders shall be at the sole discretion of the Building Commissioner or his designee. The Private Property shall be cleared of all visible and identified debris, as more particularly described in the Detail Specifications and in Sec. 15.300 of the City of Oak Creek Municipal Code. All clearing and disposal shall be the responsibility of the Contractor's work force or subcontractor.
- C. All brush, trees, leaves, or plant material will be addressed on a case by case basis and the Contractor and Building Commissioner shall agree upon the limits of such removals prior to the start of that work.
- D. The Contractor shall not remove any known or potentially toxic or hazardous waste under this contract. The City will notify the Contractor if any known toxic or hazardous waste is present prior to the start of the job. The Contractor shall notify the City if toxic or hazardous material is discovered during the removal of debris.
- E. The Contractor shall provide written documents of where the waste has been disposed. This will include ticketed tonnage receipts from the landfill and/or salvage yards.

III. STARTING WORK

The Building Commissioner will initiate a "Notice to Proceed" to the Contractor following award of bid contract. Contractor is required to maintain the designated minimum pieces of equipment ready and available for use throughout the term of the contract.

IV. TERM OF CONTRACT

The term of this contract shall be from the date of award until December 31, 2016 with up to three (3) one-year extensions permitted by mutual agreement between the City and the Contractor. The contract shall be subject to termination for any violations of the contract specifications.

V. GENERAL PROVISIONS

The Contractor covenants and agrees that it will save and indemnify and keep harmless the Owner against all liability, judgments, costs and expenses which may in any wise come against the Owner in consequence of the granting of this contract, or which in any wise result from the carelessness or neglect of this Contractor, or the agents, employees or workmen of the Contractor, in any respect whatever, and in every case where judgment is recovered against the Owner by reason of the carelessness or negligence of the Contractor, or its agents, employees or workmen, and if notice has been given for the pendency of such suit within ten (10) days after the commencement thereof, such judgment shall be conclusive against the Contractor not only as to the amount of damage, but as to their liability to the Owner. It is mutually agreed by the parties hereto that:

1. The time specified for the completion of work is of the essence of this contract, and the Contractor shall not be entitled to claim performance of this contract unless the work is satisfactorily completed, in every aspect, within the time herein specified.
2. The default or neglect or delay of any other contractors, or the extension of time to any of them by the Owner for the completion of their work, shall not render the Owner liable to the Contractor nor relieve them or either of them in any manner or sum whatsoever. The Contractor shall not be entitled to any damages whatsoever or any increase in the contract price for any delay in the commencement of the work contemplated by the contract.
3. This contract is made expressly subject to the power given to the Common Council by statute; and that the Common Council shall have the right and power to adjust and determine, finally, all questions as to the proper performance of this contract and doing of the work by the Contractor, including the right and power to make the final decision in all instances set forth throughout the contract documents, and such right and power is hereby reserved to the Common Council and every adjustment and determination by the Common Council shall be final and conclusive between the parties hereto and binding upon them.
4. Consent to the assignment or subletting of this contract or any part thereof, or any alterations which may be made in the terms of this contract or in the work to be done under it, or the granting of any extension of time for the performance of the contract or any other forbearance on the part of either the Common Council or

Contractor to the other shall not in any way release the contractor or its successors or assigns, from liability hereunder.

5. And the Owner, in consideration of the covenants of the Contractor, hereby covenants and agrees that, upon the completion of the work by the Contractor pursuant to the terms of this contract and according to the contract documents, and the true intent and meaning of the contract, and after the acceptance of the work by the Building Commissioner, the Owner will pay to the Contractor, subject to any retained or guaranteed provisions in the contract documents, any balance then remaining due and payable by the terms of this contract, such final payment, however, to be made not sooner than twenty (20) days following the acceptance of the work.

All monies paid by the Owner to the Contractor shall be and constitute a trust fund, in the hands of the Contractor, the amount of all claims due and to become due and owing from the Contractor for lienable labor and materials until all such claims have been paid. The using of such monies by the Contractor for any other purpose until all such claims have been paid is, as declared by s. 779.16, Wisconsin Statutes, an embezzlement of said monies, punishable by law in case of embezzlement.

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

Contractor Witnesses

Nanda Gajewski

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

By: Robert Gajewski
Robert Gajewski, President

Other Witnesses:

Christ J. Miller

CITY OF OAK CREEK

By: Stephen Scalfidi
Stephen Scalfidi, Mayor

ATTEST:

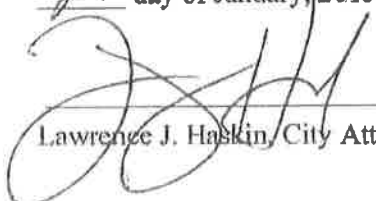
Catherine Roeske
Catherine Roeske, City Clerk

COUNTERSIGNED:

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


Bridget M. Souffrant
Finance Director / Comptroller

Examined and approved as to form this
27 day of January, 2015.


Lawrence J. Haskin, City Attorney



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the November 28, 2018 Vendor Summary Report in the combined total of \$449,455.59.

Fiscal Impact: Total claims paid of \$449,455.59

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. \$29,775.00 to Anne Smith (pg #1) for bond refund – 7980 S Market St.
2. \$62,814.48 to Benistar (pg #1) for Medicare supplement insurance.
3. \$68,403.99 to Compass Mineral Company (pg #3) for salt inventory.
4. \$6,435.45 to Embury, LTD. (pg #4) for Library furniture.
5. \$56,875.24 to HSA Commercial Real Estate Inc (pg #5) for 6th & Rawson SAG Grant, TID#14.
6. \$25,030.08 to Kansas City Life Insurance Co (pgs #6-7) for November & December disability insurance.
7. \$8,115.58 to Kronos Incorporated (pg #7) for Police Department telestaff annual license fee.
8. \$27,888.00 to Milwaukee County EMS (pg #8) for annual radio fee – Police and Fire Department.
9. \$27,932.91 to Payne & Dolan Inc. (pg #9) for Project #18019, street construction.
10. \$28,760.00 to Storage Shop USA – Oak Creek LLC (pg #11) for bond refund – 331 E Oak St.
11. \$11,840.00 to Tyler Technologies, Inc. (pg #11) for assessor services.
12. \$47,684.76 to WE Energies (pg #12) for street lighting, electricity & natural gas.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 11/28/18 Invoice GL Distribution Report