



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

COMMON COUNCIL MEETING AGENDA

FEBRUARY 18, 2019

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: 2/5/19

Presentation

4. City Website Presentation

New Business

POLICE

5. **Resolution:** Consider *Resolution* No. 12034-02181, to approve the Suburban Mutual Assistance Response Teams Agreement ("S.M.A.R.T.") (by Committee of the Whole).

DEPARTMENT OF PUBLIC WORKS

6. **Motion:** Consider a *motion* to concur with the recommendation of the Director of Public Works to purchase one (1) 2019 single-axle dump truck with plow equipment, spreader and pre-wett system from Lakeside International in the amount of \$159,483 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

7. **Resolution:** Consider *Resolution* No. 12035-021819, approving a Certified Survey Map for John Thomsen, Highgate, LLC, for the properties at 7705, 7725, 7751, 7831, and 7869 S. 13th St. (1st District).

LICENSE COMMITTEE

8. **Motion:** Consider a *motion* to adopt the License Committee recommendations as listed on the 2/18/19 License Committee Report (by Committee of the Whole).

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

VENDOR SUMMARY

9. **Motion:** Consider a *motion* to approve the February 12, 2019 Vendor Summary Report in the combined total amount of \$422,515.98. (Of this total, \$34,972.01 will impact the 2018 fiscal year. The remaining amount, \$387,543.97, will impact the 2019 fiscal year) (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

- Item:** Suburban Mutual Assistance Response Teams Agreement
- Recommendation:** That the Common Council approve and authorize the Police Department to enter into the Suburban Mutual Assistance Response Team agreement.
- Fiscal Impact:** The fiscal impact would be reflected in the Police overtime account with a potential positive and negative impact.
- 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 Police Department has been a member of the Suburban Mutual Assistance Team agreement since its inception in May of 1994. The agreement is composed of law enforcement agencies in Jefferson, Milwaukee, Racine, Walworth, and Waukesha counties. This agreement has preplanned responses that a community can request services from other agencies for large events. Oak Creek has utilized this several times in the 25 year history of the program. One example of this was on August 5, 2012 when the shooting occurred at the Sikh Temple of Wisconsin. Our agency requested a Level 7 (seven) S.M.A.R.T. response which would have given us 35 officers and 35 squads from pre-determined communities. In today's policing with larger scale incidents, a Department cannot handle such incidents without assistance from other agencies.

When this agreement was established, the communities were forward thinking and worked out much of the cooperation in the agreement. When there is a S.M.A.R.T. activation, the communities on the list will send the requested resources, when available, and backfill needs in their own community, if necessary. The agreement places the financial burden on the agency the officers are with and not the requesting agency.

The new agreement identifies items which were vague in the initial agreement, but the program will continue to operate as it has. I believe this is a beneficial program to remain a part of. It is a true example of cooperation amongst municipalities and has been a model for other areas of the State of Wisconsin.

Options/Alternatives: By not being a member, I believe there is a much greater chance that there would be a financial burden placed on Oak Creek for reimbursing responding agencies. Currently, this has been established in the MOU as well as 25 years of past practice.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Steven J. Anderson
Chief of Police

Fiscal Review:


Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: SMART Agreement, Legal Opinion

RESOLUTION NO. 12034-021819

RESOLUTION TO APPROVE THE SUBURBAN MUTUAL ASSISTANCE
RESPONSE TEAMS AGREEMENT

WHEREAS, the Suburban Mutual Assistance Response Teams (“S.M.A.R.T.”) have effectively provided law enforcement mutual aid to its participants since 1994; and

WHEREAS, the S.M.A.R.T. Mutual Aid Agreement has not been substantially updated since 1994; and

WHEREAS, the S.M.A.R.T. Mutual Aid Agreement is in need of updating to address certain inconsistencies within the terms and due to changes in the law; and

WHEREAS, we have received a recommendation from our Chief of Police recommending that we enter the S.M.A.R.T. Mutual Aid Agreement which will update and replace the current Agreement and allow for our continued participation in this cooperative mutual aid, to better serve our municipality and the region.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the S.M.A.R.T. Mutual Aid Agreement is approved, and the Mayor, Chief of Police and City Clerk are authorized to execute same on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of February, 2019.

Passed and adopted this 18th day of February, 2019.

Common Council President Kenneth Gehl

Approved this 18th day of February, 2019.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek
[Municipality]

SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS

The undersigned Agencies agree pursuant to Wisconsin Statutes as follows:

Section 1. PURPOSE OF AGREEMENT

This Agreement is made in recognition of the fact that situations may occur which are beyond the ability of the individual law enforcement Agency to deal with effectively in terms of personnel, equipment and available resources. Each Agency in S.M.A.R.T. expresses its intent to assist the other Agencies by assigning some of its personnel, equipment and available resources to permit the law enforcement Agency of each municipality to more fully safeguard the lives, persons and property of all citizens.

Section 2. DEFINITIONS

For the purpose of this Agreement, the following terms are defined as follows:

A. SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS

The Wisconsin law enforcement Agencies participating in this Mutual Aid Agreement, collectively.

B. INCIDENT

A situation that potentially threatens or causes loss of life and/or property or exceeds the physical and organizational capabilities of a Law Enforcement Agency. Generally, the word "Incident" within this document refers to situations (emergencies) connected to a law enforcement response to severe storms, floods, hazardous material incidents, transportation accidents, large fires, public disorders, major crimes, barricaded subjects, hostage situations, searches, traffic control, terrorist activities, dignitary protection and other similar occurrences.

C. AGENCY

A law enforcement organization recognized by its city, village, town, county or state.

D. MUTUAL AID

A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of Incidents by Requesting Agencies by the Aiding Agency in accordance with the Police Incident Assignments as developed by the Police Chiefs and Sheriffs of the Participating Agencies. (The head of law enforcement for a Participating Agency is referred to herein as "Chief/Sheriff," and collectively the heads

of law enforcement for all Participating Agencies is referred to herein as "Chiefs/Sheriffs". Collectively, and individually the "Chief/Sheriff").

E. PARTICIPATING AGENCY

An Agency that commits itself to this Mutual Aid Agreement by adopting an ordinance or resolution authorizing participation in the program with other Agencies for rendering and receiving Mutual Aid in the event of an Incident in accordance with the Police Incident Assignments, that is accepted into membership. Eligible Agencies must operate in Southeastern Wisconsin, within the counties of Jefferson, Kenosha, Milwaukee, Racine, Walworth and Waukesha.

F. REQUESTING AGENCY

The municipality or legal jurisdiction in which an Incident occurs that is of such magnitude that it cannot be adequately handled by the local law enforcement Agency, that makes a request for Mutual Aid pursuant to this Agreement.

G. AIDING AGENCY

A municipality furnishing police equipment and personnel to a Requesting Agency, pursuant to this Agreement.

H. POLICE INCIDENT ASSIGNMENTS

A predetermined listing of Aiding Agency personnel and equipment that will respond to aid a Requesting Agency.

Section 3. AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN

The senior on-duty officer of each Participating Agency is authorized to participate with the Participating Agencies in Mutual Aid according to following:

- A. Whenever an Incident is of such magnitude and consequence that it is deemed advisable by the senior on-duty officer of the Requesting Agency to request assistance of the Aiding Agencies he or she is hereby authorized to do so under the terms of this Mutual Aid Agreement.
- B. The senior on-duty officers of the Aiding Agencies are authorized to and shall forthwith take the following action upon receipt of a request for aid pursuant to this Agreement:
 - 1. Promptly determine what resources are required according to the Mutual Aid Police Incident Assignments.
 - 2. Promptly determine if the required equipment and personnel may be committed in response to the request from the Requesting Agency.

3. If so, promptly dispatch the personnel and equipment required to the Requesting Agency in accordance with the Police Incident Assignments.
- C. The rendering of assistance under the terms of this Mutual Aid Agreement is not mandatory. The senior on-duty officer of the Aiding Agency may determine not to respond, for example, if the available personnel and equipment are required for the protection of the Aiding Agency. In that event it is the responsibility of the Aiding Agency to promptly notify the Requesting Agency of the same. The judgment of the senior on-duty officer shall be final.
- D. The senior on-duty officer of the Requesting Agency, shall assume full responsibility and command for operations at the scene. He or she will assign personnel and equipment, of the Aiding Agencies, to positions when and where deemed necessary.
- E. It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs exceed the resources of the Requesting Agency. Aiding Agencies will be released and returning to duty in their own community as soon as the situation is restored to the point which permits the Requesting Agency to adequately handle it with its own resources. Aiding Agencies may also return to duty in their own community at any time, upon notifying the senior on-duty officer of the Requesting Agency, if the senior on-duty officer of the Aiding Agency determines the required equipment and personnel should no longer be committed to the Incident.

Section 4. STATUTORY AUTHORITIES

This Agreement is entered pursuant to Wisconsin Statutes §66.0301. The following statutory rights and responsibilities shall apply.

- A. Wisconsin Statutes §66.0313: Law enforcement; mutual assistance.
- B. Wisconsin Statutes §66.0513: Police, pay when acting outside county or municipality.
- C. Wisconsin Statutes §895.35: Expenses in actions against municipal and other officers.
- D. Wisconsin Statutes §895.46: State and political subdivisions thereof to pay judgments taken against officers.

To ensure compliance with State laws and to avoid ambiguity, all future amendments and recodification of the foregoing statutes, and judicial interpretations thereof, are incorporated herein and shall apply. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

Section 5. COOPERATION

Nothing herein shall be interpreted to prevent member municipalities from voluntarily cooperating in law enforcement services, including voluntary sharing of equipment or facilities, and voluntarily providing services without seeking reimbursement of costs. Each Participating Agency hereby authorizes its Chief/Sheriff to exercise discretion in cooperating with Participating Agencies. Such discretion includes, but is not limited to, the discretion to waive rights of reimbursement of costs incurred in customary, routine and ordinary activities involving costs, salaries and benefits other than worker's compensation. Such waiver of rights of reimbursement of costs for worker's compensation or significant events involving death or catastrophic injury shall be exercised by the Chief/Sheriff upon consultation with and approval by the municipality's governing body.

Section 6. INSURANCE

Each Participating Agency shall maintain insurance coverage to protect against risks arising out of this Agreement, which shall include general liability coverage, automobile liability coverage, workers compensation coverage, and such additional coverage and amounts as further specified by the Chiefs/Sheriffs. Such coverage shall be endorsed, if necessary, to cover claims arising out of contractual liabilities.

Section 7. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between the Participating Agencies, each of whom acts individually in the performance of this Agreement. There are no third party beneficiaries to this Agreement. No separate entities are hereby created.

Section 8. ADMINISTRATION

This Agreement shall be administered by the Chiefs/Sheriffs of the Participating Agencies. The Chiefs/Sheriffs are empowered to carry out the intentions of this Mutual Aid Agreement through all administrative means including the following:

- A. *Determination of membership.* The Chiefs/Sheriffs may determine eligibility for membership, accept new Agencies into membership, maintain records of who is currently a member at any time, determine criteria for termination from membership, and enforce termination of membership.
- B. *Membership fees/dues.* The Chiefs/Sheriffs may establish a fee to join into membership, and dues that may be required on a periodic basis to pay for the operations associated with administering this Agreement.
- C. *Officers and directors.* The Chiefs/Sheriffs may delegate their administrative responsibilities by creating administrative subunits, officers, directors and system managers, whose authority and duties may be described in by-laws and operating

procedures that the Chiefs/Sheriffs may adopt. All such officers, directors, by-laws and operating procedures in effect pursuant to the predecessor to this Agreement on the effective date of this Agreement remain in effect following the effective date of this Agreement.

- D. *Request and response protocols.* The Chiefs/Sheriffs may further define all protocols for making requests and responding to requests for service pursuant to this Mutual Aid Agreement.
- E. *Status.* All Chiefs/Sheriffs administering this Agreement, in any capacity, do so solely by virtue of their capacity as Police Chief or County Sheriff, and shall not be compensated by SMART.
- F. *Testing procedures.* The Chiefs/Sheriffs may establish and execute testing procedures, to ensure readiness for timely Mutual Aid response.
- G. *Method of decision making.* Actions taken by the Chiefs/Sheriffs shall be by majority vote of the quorum of Chiefs/Sheriffs or their designees present and voting, with 50% of the Chiefs/Sheriffs constituting a quorum, except that the Chiefs/Sheriffs may delegate these authorities and modify these terms within the duly adopted by-laws and operating procedures.

Section 9. TERMINATION

Any Agency may withdraw from the Suburban Mutual Assistance Response Teams Agreement by notifying the Chiefs/Sheriffs of the other Participating Agencies in writing, whereupon the withdrawing Agency will terminate participation ninety (90) days from the date of written notice. The Chiefs/Sheriffs may adopt procedures for terminating Agencies who fail to comply with the terms of this Agreement as administered by the Chiefs/Sheriffs, and may exercise that authority.

Section 10. EFFECTIVE DATE

This Agreement supersedes an agreement on the same subject between the same parties. The effective date for this Agreement and the termination of the prior agreement shall be as follows:

- A. This Agreement shall first take effect when it has been duly approved in writing by all municipalities shown in attached Appendix 1 (the "Current Members"), and executed by such authorized officials. On the date of the last such approval, the predecessor to this Agreement is thereby terminated and this Agreement is effective.
- B. In the event fewer than all of the Current Members choose to enter this Agreement prior to March 1, 2019, those municipalities who have approved this Agreement and executed it may give notice and terminate their participation in the prior agreement per

its terms, in which case this Agreement shall be effective for such members on the date of their termination of participation in the prior agreement.

- C. Following its initial effective date, this Agreement shall thereafter be effective for Agencies joining thereafter when the Agreement has been duly approved in writing by such Agency, duly executed by authorized officers of the Agency, and the Agency has been accepted into membership by the Chiefs/Sheriffs of the Participating Agencies. The adoption and signature on this Agreement constitutes an offer, which becomes a binding contract upon acceptance by the Chiefs/Sheriffs.

Section 11. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered in original form or facsimile shall be effective.

[signatures follow on page 7]

Signature Page for Suburban Mutual Assistance Response Teams Agreement

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties on the _____ Day of _____, 2018

[Municipality/Legal Jurisdiction]

[Municipal Official]

[Chief of Police or Sheriff]

ATTEST:

[Municipal Clerk/Witness]

C:\MyFiles\RDB\SMART\SMART Agreement (final) 10.23.18.docx

ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR

MUNICIPAL LAW & LITIGATION GROUP, S.C.

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262)548-1340
Facsimile (262)548-9211
Email: elarson@ammr.net or rbitar@ammr.net

DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR., RETIRED
JOHN P. MACY
COURT COMMISSIONER
H. STANLEY RIFFLE
COURT COMMISSIONER
ERIC J. LARSON
REMZY D. BITAR

PAUL E. ALEXY
MATTEO REGINATO
R. VALJON ANDERSON
LUKE A. MARTELL
SAMANTHA R. SCHMID
STEPHEN J. CENTINARIO, JR.
TIMOTHY A. SUHA

October 24, 2018

Dan Baumann
Captain of Police
Waukesha Police Department
1901 Delafield St.
Waukesha, WI 53188

**Re: Suburban Mutual Assistance Response Teams
Intergovernmental Agreement**

Dear Captain Baumann:

It has been our pleasure to work with you and the S.M.A.R.T. Executive Board and membership over these last several months. This process began when one of your new members noted certain inconsistencies in the Agreement. My office was also initially contacted by a municipal insurer that expressed concerns. Although the S.M.A.R.T. Agreement has existed for some 25 years and has operated relatively smoothly, the legal foundation had developed into a patchwork and it was time to closely consider the legal documents. Through the course of several drafts and review and discussion with your group, we now have a final product that we are prepared to present to the member municipalities. Remzy and I have asked the major municipal insurers that operate in Wisconsin to consider the final product, and all have noted their approval, and they also have agreed to cover the costs of this drafting project. It is now time to forward the document to member municipalities and seek their approval. To that end, I am writing to outline the major issues that have been considered in this revision process. If any lawyers for the member municipalities would like a further explanation of these changes, I would be happy to discuss the matter with them individually and they should feel free to contact me. That said, given the large number of participants, it will quickly become unwieldy and unworkable to revisit these terms, which is why we have taken such care with the drafting process.

Aside from technical drafting issues, such as using defined terms consistently and correcting internal citations, most of the changes to the Agreement can be summarized as follows:

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Dan Baumann
October 24, 2018
Page 2

1. Division of liability risks. The prior Agreement was ambiguous to some extent as to responsibilities in the event of injuries or accidents arising during a S.M.A.R.T. response. The enclosed Agreement clarifies that issue by incorporating State law as shown in Section 4. The statutes require the following. Law enforcement officers can assist other officers outside their jurisdiction, and they are deemed to be employees of the Requesting Agency for purposes of liabilities arising out of that Mutual Aid work. The responding Agencies remain the employer of their officers for purposes of compensation, and wages and disabilities, but the Requesting Agencies must pay reimbursement of such costs. While we could attempt to reach different conclusions on these issues than State law requires, we would raise litigation issues by doing so. In the case of *Liebenstein v. Crowe*, 826 F. Supp. 1174 (Ed. Wis. 1992), the court refused to enforce a Mutual Aid contract which stated that the employees of each Participating Agency "shall continue to be employees of their employing municipality for all purposes." The court held that this was contrary to State law which imposes certain obligations on the Requesting Agency. The League of Wisconsin Municipalities has concluded that home rule municipalities can exercise home rule authority and choose not to be bound by the statute, which may be true, but creates some significant hurdles for the adoption of this Agreement. Home rule authority is exercised through charter ordinances, which are subject to referendum requirements in some cases, and moreover, towns and counties do not have home rule authority. I recommend, therefore, that we allow the State statutes to have their effect and avoid the possibility of dispute on these issues.
2. Cooperation. Past practice of participating agencies has been to waive reimbursement for minor responses. The overriding theory among the participants has been this: Sometimes we are the responding municipality and incur these costs, but other times we will be the requesting municipality; so everyone wins when we help one another without unduly burdening the receiving municipality with response costs. There is no guarantee that any participant would waive costs. That said, the same spirit of cooperation that has guided this organization from its beginning would likely continue over time.
3. General terms. Certain general "boilerplate" terms have been added beginning in Section 6, largely to describe the current practices of S.M.A.R.T.
4. S.M.A.R.T. lack of corporate status. The Agreement has been modified to reduce the impression that S.M.A.R.T. has separate corporate status from the participating entities. It does not. S.M.A.R.T. is only a collection of participating law enforcement agencies and does not exist as an entity unto itself. This is a mutual aide agreement and it is administered by participating police chiefs and county sheriffs in their capacity as police chief or county sheriff for their municipality.
5. Action required. The transition between the former Agreement and this new Agreement will follow a process described in Section 10. All of the participating municipalities should be advised that **action is required prior to March 1, 2019.** After that time the Agreement that is currently in effect may be terminated and

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Dan Baumann
October 24, 2018
Page 3

the new Agreement may take effect with those members who have chosen to enter the new Agreement prior to March 1st.

I am also enclosing a draft resolution that municipalities can use to adopt this Intergovernmental Agreement. If you should have any questions or concerns regarding these matters, please do not hesitate to contact us.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Remzy D. Bitar

Remzy D. Bitar

EJL/egm

Enclosures

C:\MyFiles\RDB\SMART\Baumann.ltr 10.24.18.docx



COMMON COUNCIL REPORT

Item: Single axle dump truck with plow equipment, spreader and pre-wett system

Recommendation: That the Common Council concur with the recommendation of the Director of Public Works to purchase one (1) 2019, single axle dump truck with plow equipment, spreader and pre-wett system from Lakeside International in the amount of \$159,483

Fiscal Impact: The money for this truck would come from the 2019 CEP/CIP Capital Project #19017. The total amount for the purchase of this dump truck is \$159,483.00

- 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: The Public Works Department received bid pricing from Sourcewell, State bid, and City of Milwaukee annual bid for plow vehicles. We found that blending the pricing for this vehicle from the City of Milwaukee and Sourcewell bids was the most advantageous for the purchase of this truck. The Department of Public Works will be auctioning off truck #40, a 1999 International dump truck with plow equipment and spreader.

This purchase is a 2019 CEP project budgeted for \$155,00.00. Public Works intends to make up the short-fall in the budget with money from our vehicle maintenance account.

VENDOR	AMOUNT
Lakeside International	\$159,438.00

Options/Alternatives:

Respectfully submitted:

Prepared:

Andrew J. Vickers, MPA
City Administrator

Ted Johnson
Department of Public Works Director

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments:



HV607 SBA

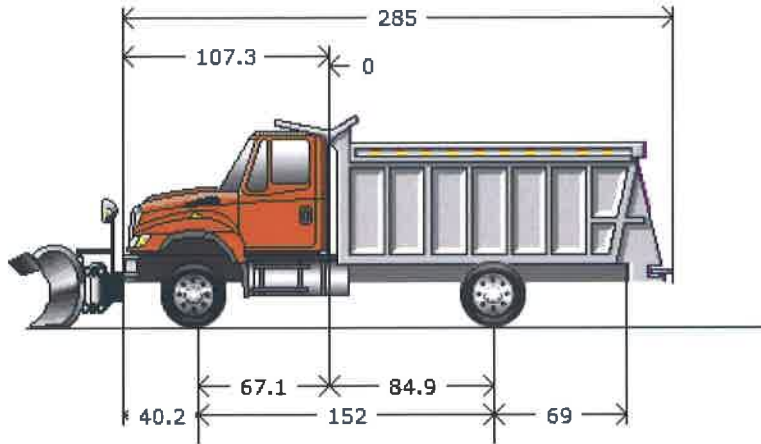
**Sales Proposal For:
CITY OF OAK CREEK**

**Presented By:
LAKESIDE INTL, LLC**

Prepared For:
 CITY OF OAK CREEK
 DAVE BARBEE
 8040 S 6th St.
 Oak Creek, WI 53154-2313
 (414)768 - 6552
 Reference ID: N/A

Presented By:
 LAKESIDE INTL, LLC
 Patrick McNamara
 11000 W SILVER SPRING RD
 MILWAUKEE WI 53225 -
 (414)353-4800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2020 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 39000. Calc. GVWR: 43000 Calc. Start / Grade Ability: 40.01% / 2.39% @ 55 MPH Calc. Geared Speed: 67.4 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 69.00
ENGINE, DIESEL:	{Cummins L9 270} EPA 2017, 270HP @ 2000 RPM, 800 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 270 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-161} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 6.14
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, SINGLE:	{Hendrickson HAS 230} 23,000-lb Capacity, 9.5" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WL Location 1: 0311, Omaha Orange (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 152.00 Wheelbase, 84.90 CA, and 69.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLK	BUMPER, FRONT Omit Item
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
3WAJ	SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
7BEU	AFTERTREATMENT COVER Aluminum

<u>Code</u>	<u>Description</u>
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8695	SNOW SHIELD (2) Chrome; for Dual Air Horns
8GXD	ALTERNATOR {Leece-Neve AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HXT	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8VZR	SWITCH, BODY CIRCUITS, MID for Bodybuilder, 6 Momentary Switches in Instrument Panel; One Power Module with 6 Channels, 20 Amp Max. Per Channel, 80 Amp Max Output, Switches Control Power Module Through Multiplex Wiring, Mounted in Cab Behind Driver Seat
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

<u>Code</u>	<u>Description</u>
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHD	BATTERY DISCONNECT SWITCH 300 Amp; Cab Mounted, Disconnects Charging Circuits; Locks with Padlock
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Output (APO) & USB Port, Located in the Instrument Panel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ANG	HOOD, HATCH (01) for Servicing
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction; for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u>
	: PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12EHT	ENGINE, DIESEL {Cummins L9 270} EPA 2017, 270HP @ 2000 RPM, 800 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 270 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u>
	: FAN Nylon
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler
	<u>Includes</u>
	: DEAERATION SYSTEM with Surge Tank
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
	: RADIATOR HOSES Premium, Rubber
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

<u>Code</u>	<u>Description</u>
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAL	PTO LOCATION Left Side of Transmission
14ARK	AXLE, REAR, SINGLE {Meritor RS-23-161} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 6.14
14TAX	SUSPENSION, REAR, AIR, SINGLE {Hendrickson HAS 230} 23,000-lb Capacity, 9.5" Ride Height, with Shock Absorbers
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15LMA	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
16BAM	AIR CONDITIONER with Integral Heater & Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust
16SEE	GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SJW	MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} Heated, Left and Right Sides 7.44" Sq
16SMM	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth
16SNM	MIRRORS (2) Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u>
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

<u>Code</u>	<u>Description</u>
	: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VSL	WINDSHIELD Heated, Single Piece
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJP	INSTRUMENT PANEL Wing Panel
16XTK	ACCESS, CAB Driver & Passenger Sides, Two Bright Aluminum Steps Per Door, for Use with Regular & Extended Cabs
26DUR	WHEEL, SPARE, DISC {Accuride 41730} 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flange Nut
27DUR	WHEELS, FRONT {Accuride 41730} DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DVN	WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7382135423	(4) TIRE, REAR 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545419	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	Monroe Dump, Plow, Wing and Spreader. Quote #2BAS000460
	Special Delivery Prep (Med)
	Floor Mats
	Stainless Oil Pan

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$158,608.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

OPTIONAL EQUIPMENT:

MCV-120-84-56 201 STAINLESS STEEL HOPPER:		\$ 8,007.00
Wing Camera:		\$ 875.00

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.



COMMON COUNCIL REPORT

Item: Certified Survey Map - 7705, 7725, 7751, 7831, and 7869 S. 13th St.

Recommendation: That the Council adopts Resolution No. 12035-021819, a resolution approving a Certified Survey Map for John Thomsen, Highgate, LLC, for the properties at 7705, 7725, 7751, 7831, and 7869 S. 13th St.

Fiscal Impact: The consolidation of the properties will result in one (1) lot of conforming size for the B-4, Highway Business zoning district. This CSM was previously approved, and re-approval is required prior to recording of subsequent CSMs and future planned developments. One future development of a neighborhood hospital has been through the review and approval process, and a proposed financial institution with drive-through facility is currently under review. Development of these future lots will yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. These properties are not currently part of a TID.

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

Background: In November of 2017, the Applicant proposed a CSM to combine the properties above, which was approved by the Plan Commission and Common Council. For various reasons, the CSM was not recorded within the statutory 1-year timeframe, and now must go through the local approval process before it and subsequent CSMs can be recorded.

Two items must be addressed before the CSM can be recorded:

1. A bearing is missing for the southeast corner.
2. Public utility easements must be shown on the CSM. Easements must be available for public infrastructure due to the layout of the site and availability of public utilities.

The Plan Commission reviewed the CSM proposal at their meeting on February 12, 2019, and recommend approval with the following conditions:

1. That the missing bearing on the southeast corner is included on the map prior to recording.
2. That public utility easements are shown on the map prior to recording.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Options/Alternatives: Council has the discretion to modify the conditions of Certified Survey Map approval, or deny the request. Disapproval will likely result in the existing condition of the properties to remain as separate parcels, and would be contrary to subsequent CSMs that have been approved for future developments (also approved or in review).

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 12035-021819

Location Map

Certified Survey Map (Sheets 1-6)

RESOLUTION NO. 12035-021819

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
JOHN THOMSEN, HIGHGATE, LLC

7705, 7725, 7751, 7831, AND 7869 S. 13TH ST.,
(1ST Aldermanic District)

WHEREAS, JOHN THOMSEN, HIGHGATE, LLC, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

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

1. That the missing bearing on the southeast corner is included on the map prior to recording.
2. That public utility easements are shown on the map prior to recording.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

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

1. That the missing bearing on the southeast corner is included on the map prior to recording.
2. That public utility easements are shown on the map prior to recording.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of February, 2019.

Passed and adopted this 18th day of February, 2019.

President, Common Council

Approved this 18th day of February, 2019.

Mayor

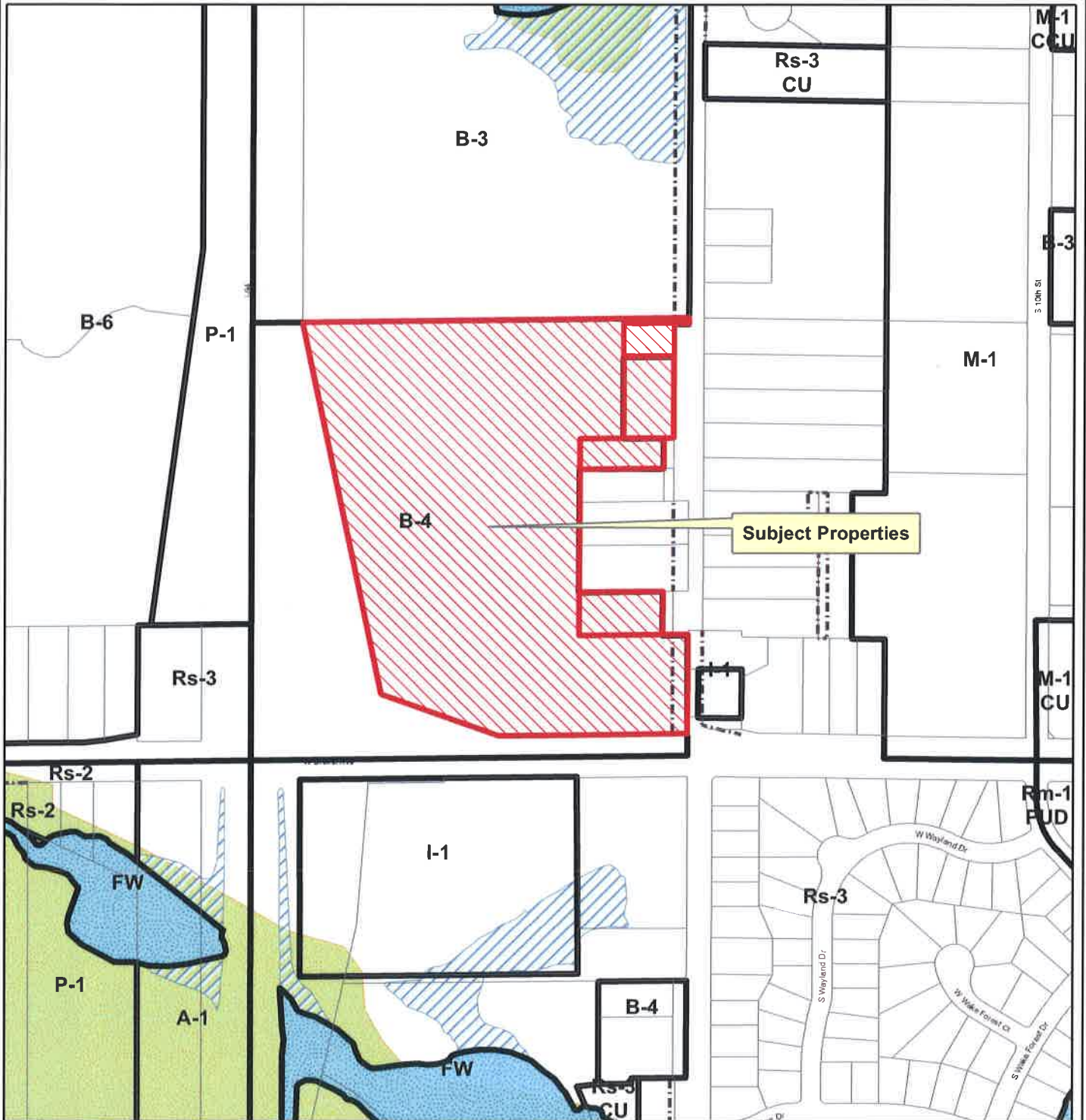
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

7705, 7725, 7751, 7831, and 7869 S. 13th St.



Subject Properties

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



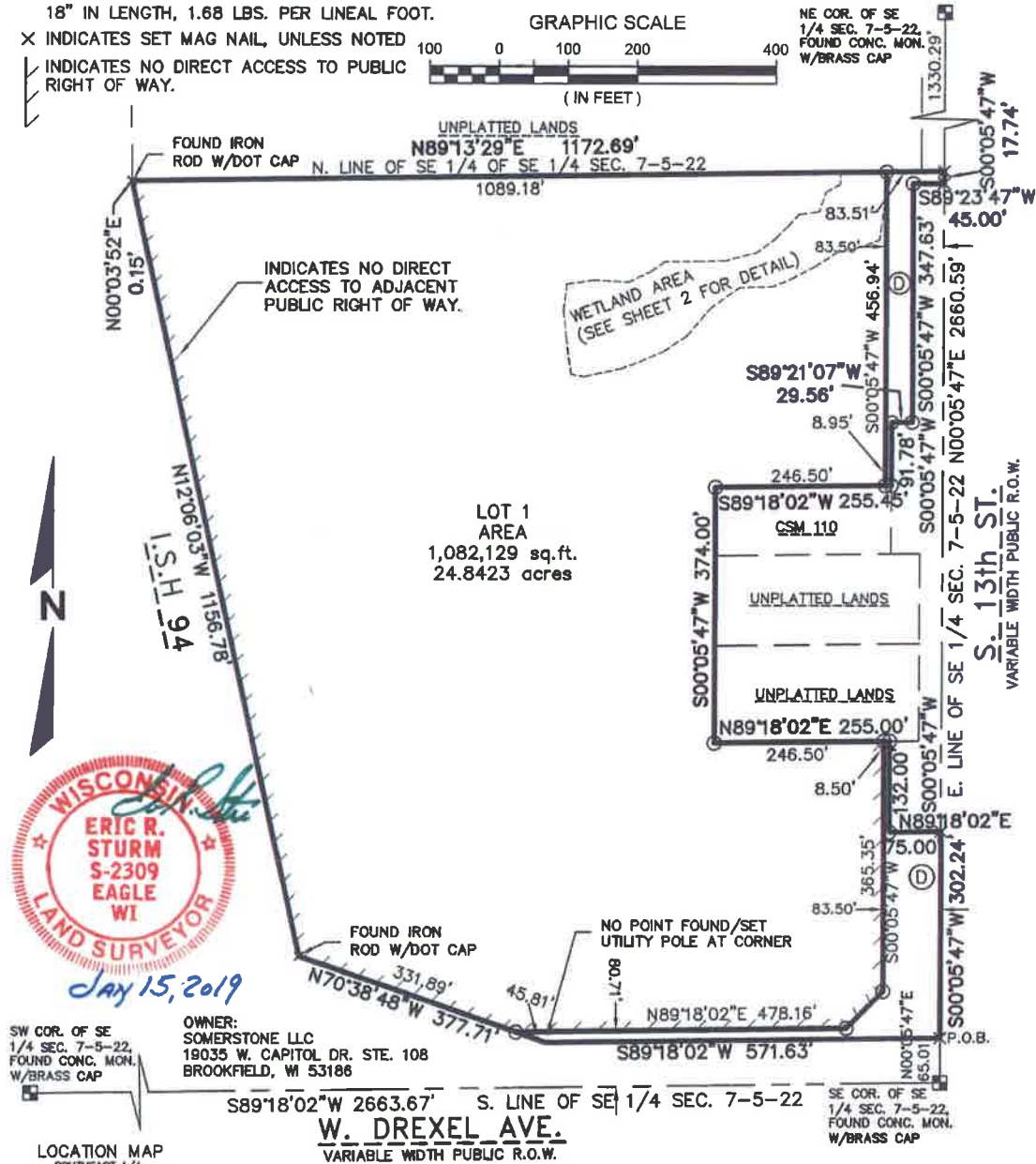
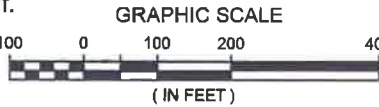
Legend			
	Subject Properties		Floodplain (2008)
	Officially Mapped Streets		Environmental Corridor
	Floodway (2008)		

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 271, Lot 1 of Certified Survey Map No. 130, Lots 1 and 2 of Certified Survey Map No. 7578, and lands, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.
- × INDICATES SET MAG NAIL, UNLESS NOTED
- ┌ INDICATES NO DIRECT ACCESS TO PUBLIC RIGHT OF WAY.

ⓐ INDICATES LANDS DEDICATED TO THE CITY OF OAK CREEK FOR PUBLIC ROAD PURPOSES.



SW COR. OF SE 1/4 SEC. 7-5-22, FOUND CONC. MON. W/BRASS CAP

OWNER:
SOMERSTONE LLC
19035 W. CAPITOL DR. STE. 108
BROOKFIELD, WI 53186

SE COR. OF SE 1/4 SEC. 7-5-22, FOUND CONC. MON. W/BRASS CAP



SEE SHEET 2 FOR EASEMENT DETAILS
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SE 1/4 OF SECTION 7, T 5 N, R 22 E, WHICH BEARS N00°05'47"E.
ALL UNUSED LATERALS ARE TO BE ABANDONED AT THE MAIN IN CONFORMANCE WITH OAK CREEK WATER AND SEWER UTILITY REQUIREMENTS.



16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 271, Lot 1 of Certified Survey Map No. 130, Lots 1 and 2 of Certified Survey Map No. 7578, and lands, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 271, Lot 1 of Certified Survey Map No. 130, Lots 1 and 2 of Certified Survey Map No. 7578, and lands, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, ERIC R. STURM, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of Lot 1 of Certified Survey Map No. 271, Lot 1 of Certified Survey Map No. 130, Lots 1 and 2 of Certified Survey Map No. 7578, and lands, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, which is bounded and described as follows:

COMMENCING at the Southeast corner of said 1/4 Section; thence North 00°05'47" East along the East line of said 1/4 Section 65.01 feet to the point of beginning of lands to be described; thence South 89°18'02" West along the North line of West Drexel Avenue 571.63 feet to a point; thence North 70°38'48" West along said North line 377.71 feet to a point on the East line of Interstate Highway 94; thence North 12°06'03" West along said East line 1156.78 feet to a point; thence North 00°03'52" East along said East line 0.15 feet to a point on the North line of the Southeast 1/4 of said 1/4 Section; thence North 89°13'29" East along said North line 1172.69 feet to a point on the East line of said 1/4 Section; thence South 00°05'47" West along said East line 17.74 feet to a point; thence South 89°23'47" West 45.00 feet to a point on the West line of South 13th Street; thence South 00°05'47" West along said West line 347.63 feet to a point; thence South 89°21'07" West 29.56 feet to a point on the West line of South 13th Street; thence South 00°05'47" West along said West line 91.78 feet to a point on the North line of Certified Survey Map No. 110; thence South 89°18'02" West along said North line 255.45 feet to a point on the West line of said Lot 1; thence South 00°05'47" West along said West line and its extension 374.00 feet to a point; thence North 89°18'02" East 255.00 feet to a point on the West line of South 13th Street; thence South 00°05'47" West along said West line 132.00 feet to a point; thence North 89°18'02" East 75.00 feet to a point on the East line of said 1/4 Section; thence South 00°05'47" West along said East line 302.24 feet to the point of beginning.

Said lands contain 1,133,593 square feet or 26.0237 acres.

THAT I have made the survey, land division and map by the direction of SOMERSTONE 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 City of Oak Creek Municipal Code in surveying, dividing, and mapping the same.

DATE January 15, 2019  Eric R. Sturm (SEAL)
ERIC R. STURM
PROFESSIONAL LAND SURVEYOR S-2309

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 271, Lot 1 of Certified Survey Map No. 130, Lots 1 and 2 of Certified Survey Map No. 7578, and lands, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

SOMERSTONE LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, dedicated and mapped in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Municipal Code.

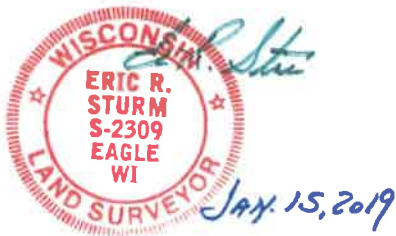
SOMERSTONE LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Oak Creek

IN Witness Whereof, SOMERSTONE LLC has caused these presents to be signed by _____, its _____, this _____ day of _____, 2019.

STATE OF WISCONSIN }
 :SS
MILWAUKEE COUNTY }

PERSONALLY came before me this _____ day of _____, 2019, _____, of the above named SOMERSTONE LLC, to me known to be the person who executed the foregoing instrument, and to me known to be the _____ and acknowledged that he executed the foregoing instrument as such officer as the deed of the corporation, by its authority.

_____(SEAL)
Notary Public, State of _____
My Commission Expires _____



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 271, Lot 1 of Certified Survey Map No. 130, Lots 1 and 2 of Certified Survey Map No. 7578, and lands, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

_____, a national banking association, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing, dedicating and mapping of the land described in the foregoing affidavit of Eric R. Sturm, Surveyor, and does hereby consent to the certificate of said owner.

In witness whereof, the said _____, has caused these presents to be signed by _____, its _____, and by _____, its _____, at _____, and its corporate seal to be hereunto affixed.

this ___ day of _____, 2019.

STATE OF _____ }
 _____ :SS
 COUNTY OF _____ }

PERSONALLY came before me this _____ day of _____, 2019,
 _____ and _____ of the
 (name) (title) (name) (title)

above named organization, to me known as the person(s) who executed the foregoing instrument, and to me known to be the _____ and the _____ of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority.

 Notary Public, State of _____
 My commission expires _____



JAN. 15, 2019

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 271, Lot 1 of Certified Survey Map No. 130, Lots 1 and 2 of Certified Survey Map No. 7578, and lands, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

PLANNING COMMISSION OF APPROVAL

Certified Survey Map accepted by the Planning Commission of the City of Oak Creek on this day of _____, 2019.

MAYOR DANIEL BUKIEWICZ, CHAIRMAN

DOUGLAS SEYMOUR, SECRETARY

COMMON COUNCIL APPROVAL

Certified Survey Map approved by the Common Council of the City of Oak Creek on this day of _____, 2019, by Resolution No. _____.

DANIEL BUKIEWICZ, MAYOR

CATHERINE ROESKE, CITY CLERK



166553.csm

Jan. 15, 2019
THIS INSTRUMENT WAS DRAFTED BY ERIC R. STURM,
PROFESSIONAL LAND SURVEYOR S-2309

Sheet 6 of 6 Sheets



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 2/18/19 License Committee Report.

Fiscal Impact: License fees in the amount of \$387.12 were collected.

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

Background:

The License Committee did not meet prior to the 2/18/19 council meeting. Tentative recommendations are as follows:

1. Grant an Operator's license to:
 - * Judith A. White, 3302 W. Franklin Terrace, Franklin (Jim Dandy's)
2. Grant a 2018-19 Class A Combination alcohol license to Clarissa R. Miller, Aldi, Inc. (Wisconsin) dba Aldi #91, 410 W. Drexel Ave., with issuance subject to receipt of Occupancy Permit.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: None



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the February 12, 2019 Vendor Summary Report in the total of \$422,515.98.

Fiscal Impact: Total claims paid of \$422,515.98. Of this grand total paid, \$34,972.01 will impact the 2018 fiscal year. The remaining amount, \$387,543.97, will impact the 2019 fiscal year.

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

Background: Of note are the following payments:

1. \$5,844.20 to Ascension Medical Group/Restore (pgs #1-2) for pre-employment physicals and City employee exams/screens.
2. \$10,000.00 to Belair Cantina Oak Creek (pg #2) for reserve issuance fee refund.
3. \$65,186.55 to Benistar (pg #2) for Medicare supplement insurance.
4. \$13,370.00 to Buelow Vetter (pg #3) for legal services.
5. \$9,760.60 to City of South Milwaukee (pg #18) for Nicolson/Pennsylvania road construction.
6. \$69,687.32 to Compas Mineral Company (pg #4) for salt inventory.
7. \$22,550.00 to DTS Mixed Use LLC (pg #6) for annual lease fee for Drexel Town Square bathrooms.
8. \$5,000.00 to Flag Center (pg #8) for City banners.
9. \$14,446.33 to Godfrey & Kahn S.C. (pg #9) for legal services regarding the following projects: Ryan Business Park, lake front bluffs, TIF #7, Emerald Row, and hotel development.
10. \$12,764.82 to Kansas City Life Insurance Co (pgs #11-12) for March disability insurance.
11. \$5,120.00 to Professional Service Industries (pg #15) for Drexel Ave landfill monitoring fee.
12. \$7,116.41 to Securian Financial Group, Inc. (pgs #16-17) for March employee life insurance.
13. \$43,726.43 to US Bank (pgs #22-32) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
14. \$25,147.55 to WE Energies (pg #21) for street lighting, electricity & natural gas.

15. \$12,818.19 to WI Court Fines & Surcharges (pg #21) for January court fines.

16. \$16,567.34 to World Fuel (pg #22) for fuel inventory.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: 2/12/19 Invoice GL Distribution Report