



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

## COMMON COUNCIL MEETING AGENDA

JANUARY 15, 2019

7:00 P.M.

Daniel Bukiewicz - Mayor  
Steven Kurkowski - 1<sup>st</sup> District  
Greg Loreck - 2<sup>nd</sup> District  
Richard Duchniak - 3<sup>rd</sup> District  
Michael Toman - 4<sup>th</sup> District  
Kenneth Gehl - 5<sup>th</sup> District  
Chris Guzikowski - 6<sup>th</sup> 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: 12/18/18.

### Recognition

4. **Resolution:** Consider Resolution No. 12024-011519, a Resolution of Commendation to J. John Ozolins, retiring Senior Engineering Technician (by Committee of the Whole).

### Public Hearings (beginning at 7:00 p.m.)

*Citizen input, comments and suggestions are requested on the specific item(s) identified below. Action by the Council may occur at the same meeting if so included in the agenda.*

5. **Conditional Use:** Consider a request submitted by M & M Truck Center for a Conditional Use Permit for automobile and truck engine and body repair, outdoor storage of vehicles and outdoor display of vehicles for sale and semi-truck/trailer parking on the property at 9840 S. 27<sup>th</sup> St. (6<sup>th</sup> District).
6. **Ordinance:** Consider Ordinance No. 2926, to approve a Conditional Use Permit for automobile and truck engine and body repair, outdoor storage of vehicles and outdoor display of vehicles for sale, and semi-truck/trailer parking on the property at 9840 S. 27<sup>th</sup> St. (6<sup>th</sup> District).
7. **Rezone:** Consider a request by CS Milwaukee LLC, Levitt Properties, to rezone the property at 135 W. Forest Hill Ave. from B-3, Office and Professional Business to M-1, Manufacturing (2<sup>nd</sup> District).
8. **Ordinance:** Consider Ordinance No. 2925, to approve a rezone of the property at 135 W. Forest Hill Ave. from B-3, from B-3, Office and Professional Business to M-1, Manufacturing (2<sup>nd</sup> District).
9. **Code Amend:** Consider a proposed amendment to Sec. 17.0333(a) to allow restaurants without drive-through facilities as a permitted use in the OO, Mixed Use Office Overlay District (by Committee of the Whole).

Visit our website at [www.oakcreekwi.org](http://www.oakcreekwi.org) for the agenda and accompanying common council reports.

10. **Ordinance:** Consider Ordinance No. 2927, an ordinance creating Section 17.0333(a)(12) of the Municipal Code to allow restaurants without a drive-through facility as a permitted use in the OO, Mixed Use Office Overlay District (by Committee of the Whole).

### New Business

11. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending November 30, 2018.
12. **Informational:** City of Oak Creek Budget to Actual Report 4<sup>th</sup> Quarter 2018.
13. **Presentation:** Library presentation on 2019 department re-organization.
14. **Resolution:** Consider Resolution No. 12027-011519, approving and authorizing execution of a Master Equity Lease Agreement with Enterprise FM Trust and a Maintenance Agreement with Enterprise Fleet Management, Inc. (by Committee of the Whole).
15. **Motion:** Consider a motion to concur with the Mayor's appointments as follows:  
Celebrations Commission – filling a vacant 3 year term, expiring 4/2020  
Wendy A. Gassenhuber, 9071 S. Annette Pl.

### FIRE

16. **Motion:** Consider a motion to approve the purchase of a 2019 Braun Ambulance with a Ford Chassis, and related equipment, from North Central Ambulance (by Committee of the Whole).

### COMMUNITY DEVELOPMENT

17. **Resolution:** Consider Resolution No. 12026-011519, approving a Final Subdivision Plat for East Brooke Preserve (Phase 1) (3<sup>rd</sup> District).

### LICENSE COMMITTEE

18. **Motion:** Consider a motion to adopt the License Committee recommendations as listed on the 1/15/19 License Committee Report (by Committee of the Whole).

### VENDOR SUMMARY

19. **Motion:** Consider a motion to approve the December 21, 2018 Vendor Summary Report in the combined total amount of \$321,898.65. (Of this total, \$300,240.15 will impact the 2018 fiscal year. The remaining amount, \$21,658.50, will impact the 2019 fiscal year) (by Committee of the Whole).
20. **Motion:** Consider a motion to approve the January 9, 2019 Vendor Summary Report in the combined total amount of \$1,593,684.50. (Of this total, \$1,265,563.49 will impact the 2018 fiscal year. The remaining amount, \$328,121.01, will impact the 2019 fiscal year) (by Committee of the Whole).

## **MISCELLANEOUS**

21. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes to discuss the following:
  - a. Section 19.85(1)(g) to consider the claim of Willkomm Foods LLC for recovery of unlawful taxes on the property at 9540 South 27<sup>th</sup> Street (6<sup>th</sup> District); and
  - b. Section 19.85(1)(e) to consider an amendment to Tax Incremental District No. 11 Finance Development Agreement and Phase III Agreement for the Emerald Row development (2<sup>nd</sup> District).
22. **Motion:** Consider a motion to reconvene into Open Session.
23. **Resolution:** Consider Resolution No. 12025-011519, a Resolution Authorizing a Rescission of Personal Property Taxes for the property at 9540 S. 27<sup>th</sup> Street (Tax Key No. 9999-447-4000) (6<sup>th</sup> District).
24. **Resolution:** Consider Resolution No. 12028-011519, a Resolution Approving an Amendment to Tax Incremental District No. 11 Finance Development Agreement and Phase III Agreement for the Emerald Row development (2<sup>nd</sup> District).

## ***Adjournment.***

### **Public Notice**

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

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

**RESOLUTION NO. 12024-011519**

**RESOLUTION OF COMMENDATION  
TO  
J. JOHN OZOLINS**

WHEREAS, John Ozolins began his employment with the City of Oak Creek on December 4, 1978 as a Draftsman in the Planning Department; and

WHEREAS, John Ozolins was promoted to the position of Engineering Technician with the Engineering Department in 1981; and

WHEREAS, John Ozolins was promoted to the position of Senior Engineering Technician in 1996; and

WHEREAS, John Ozolins was a highly effective employee during his many years of service with the City of Oak Creek; assuring the satisfactory construction of tens of millions of dollars' worth of road and other public works projects, integral to the City's transformation from its once rural small-town identity to the dynamically growing and thriving City it is today; and

WHEREAS, John Ozolins has recently celebrated his 40<sup>th</sup> employment anniversary, and is believed to be the longest tenured City Hall employee in the City's history; and

WHEREAS, John Ozolins is retiring from his position of Senior Engineering Technician with the City of Oak Creek Engineering Department effective January 12, 2019; completing over 40 years of valued service to the City.

NOW, THEREFORE, BE IT RESOLVED that the City's best wishes for good health and happiness be extended to John Ozolins and his family in his retirement years.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and that the City Clerk is hereby directed to transmit a suitable copy thereof to John Ozolins.

Passed and adopted this 15<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Kenneth Gehl, Common Council President

\_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

Vote: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

TO BE PUBLISHED DECEMBER 19 & 26, 2018

OFFICIAL NOTICE

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

**PURPOSE:** The purpose of this public hearing is to consider a request submitted by M & M Truck Center for a Conditional Use Permit for automobile and truck engine and body repair, outdoor storage of vehicles and outdoor display of vehicles for sale, and semi-truck/trailer parking on the property at 9840 S. 27<sup>th</sup> St.

**Hearing Date:** January 15, 2019  
**Time:** 7:00 p.m.  
**Place:** Oak Creek Civic Center (City Hall)  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** M & M Truck Center  
**Property Owner:** RD Invest Inc.  
**Property Location(s):** 9840 S. 27<sup>th</sup> St.  
**Tax Key(s):** 903-9030-000

**Legal Description:**

CSM NO 7137 PARCEL 1 NW 1/4 SEC 30-5-22 (4.117 ACS).

The Common Council has scheduled other public hearings for January 15, 2019 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: December 12, 2018  
CITY OF OAK CREEK COMMON COUNCIL  
By: Daniel J. Bukiewicz, Mayor

**PUBLIC NOTICE**

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



## COMMON COUNCIL REPORT

**Item:** Conditional Use Permit - Automobile and truck engine and body repair, outdoor storage of vehicles and outdoor display of vehicles for sale, and semi-truck/trailer parking

**Recommendation:** That the Council adopts Ordinance 2926, an ordinance to approve a Conditional Use Permit for for automobile and truck engine and body repair, outdoor storage of vehicles and outdoor display of vehicles for sale, and semi-truck/trailer parking on the property at 9840 S. 27th St.

**Fiscal Impact:** Approval will allow for the occupancy of an existing, vacant commercial building. Interior upgrades and modifications will serve to bring the building into compliance with Code requirements for fire safety and utility services. No direct fiscal impacts would occur with the approval; however, positive fiscal impacts in terms of permit fees would occur from approval of the proposed interior modifications and services. This property is part of TID 7.

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

**Background:** The Applicant is requesting Conditional Use approval for a full service truck maintenance / sales facility on the property at 9840 S. 27th St. Included in the operations would be light duty maintenance, tire service, oil changes, and similar services; office space; warehouse space; and truck parking. A rezone of the property to remove it from the OO, Mixed-Use Office Overlay District was approved during a public hearing on November 5, 2018.

No freight terminal or trans-shipment depot operations are proposed. It was clarified during the review that the proposed dispatch office is not for truck terminal/trans-shipment depot operations. Information provided in a letter dated July 20, 2018 indicates an additional request for the outdoor storage and display of five (5) trucks for sale within the fenced area on the west side of the building. Automobile and truck engine and body repair, storage of vehicles and equipment, and truck parking are Conditional Uses in the M-1, Manufacturing district. Per the letter dated July 20, 2018, a steel tank with new oil and a plastic tank for used oil with a combined capacity of less than 1,000 gallons are proposed within the building.

Per the submitted narrative, hours of operation are proposed to be 6:00 AM to 10:00 PM Monday through Friday, and 6:00 AM to 6:00 PM Saturdays. Approximately 15 office employees and 2-10 mechanics could be onsite at any given time. No additions or exterior alterations to the existing structure are proposed.

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Parking for 38 semi-trucks and/or trailers are proposed on the south and east sides of the parcel. While the original request included temporary parking of licensed and registered equipment in undesignated locations, the letter dated July 20, 2018 indicates that only trucks, trailers, and cars will be parked onsite. Parking areas for employees and customers – 21 stalls on the west side of the building and 39 stalls in the fenced area – are shown on the site plan. Minimum parking requirements for the office component are calculated at one (1) stall for every 250 square feet of gross floor area, plus one (1) stall for each employee onsite during the largest shift. Warehousing requires one (1) stall for every 5,000 square feet of gross floor area in addition to one (1) stall per peak shift employee. Based on the submitted dimensions for office/showroom and warehouse portions of the building, and the number of potential employees onsite at any given time, a minimum of 60-68 parking stalls would be required. Per the letter dated July 20, 2018, the existing chain link fence will be augmented with a 6-foot-tall vinyl privacy fence added along the south and west property lines.

Staff had several conversations with the Applicant's attorney during the course of review, and provided the attached final comments. Responses with additional clarification were provided in the attached letter dated November 19, 2018. All concerns were addressed by the recommended Conditions and Restrictions.

The Plan Commission reviewed this request during their July 24, 2018, August 14, 2018, November 27, 2018, and December 11, 2018 meetings. The request was recommended for approval subject to the attached Conditions and Restrictions.

**Options/Alternatives:** Council has the discretion to modify the proposed Conditions and Restrictions as part of the approval of the Conditional Use Permit.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



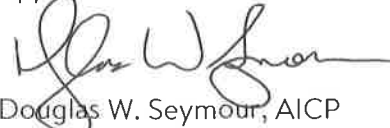
Karl Papelbon, CFM, AICP  
Planner

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

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Attachments: Ord. 2926

Location Map

Hearing Notice

Site Plans (2 pages)

Staff Comments

Letter dated November 19, 2018

Conditions and Restrictions

Plan Commission Minutes (August 14, 2018; November 27, 2018; December 11, 2018)

ORDINANCE NO. 2926

By: \_\_\_\_\_

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR AUTOMOBILE AND TRUCK ENGINE AND BODY REPAIR, OUTDOOR STORAGE OF VEHICLES AND OUTDOOR DISPLAY OF VEHICLES FOR SALE, AND SEMI-TRUCK/TRAILER PARKING AT 9840 S 27<sup>TH</sup> ST.

(6<sup>th</sup> Aldermanic District)

WHEREAS, M & M TRUCK CENTER, INC. has applied for a Conditional Use Permit that would allow for automobile and truck engine and body repair, outdoor storage of vehicles and outdoor display of vehicles for sale, and semi-truck/trailer parking on the property at 9840 S. 27<sup>th</sup> St.; and

WHEREAS, the properties are more precisely described as follows:

CSM NO 7137 PARCEL 1 NW 1/4 SEC 30-5-22 (4.117 ACS).

WHEREAS, the Plan Commission has reviewed this proposal and has recommended that the Conditional Use be approved; and

WHEREAS, the Common Council held a public hearing on this matter on January 15, 2019, at which time all interested parties appeared and were heard; and

WHEREAS, the Plan Commission had recommended that the application for a Conditional Use be approved and authorized subject, however, to the imposition of certain conditions and restrictions upon the design, construction, location and operation of this Conditional Use and which conditions and restrictions are incorporated by reference into the amended Conditional Use Permit; and

WHEREAS, following said public hearing and upon recommendation of approval of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the Conditional Use were approved and authorized for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Conditional Use.

NOW, THEREFORE, the Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Building Commissioner is hereby authorized to grant a Conditional Use Permit for automobile and truck engine and body repair, outdoor storage of vehicles and outdoor display of vehicles for sale, and semi-truck/trailer parking on the property at 9840 S. 27<sup>th</sup> St., which shall include the aforementioned conditions and restrictions.

SECTION 2: The Conditional Use is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for automobile and truck engine and body repair, outdoor storage of vehicles and outdoor



display of vehicles for sale, and semi-truck/trailer parking on the property at 9840 S. 27<sup>th</sup> St.

SECTION 3: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 4: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this 15<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
President, Common Council

Approved this 15<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Mayor

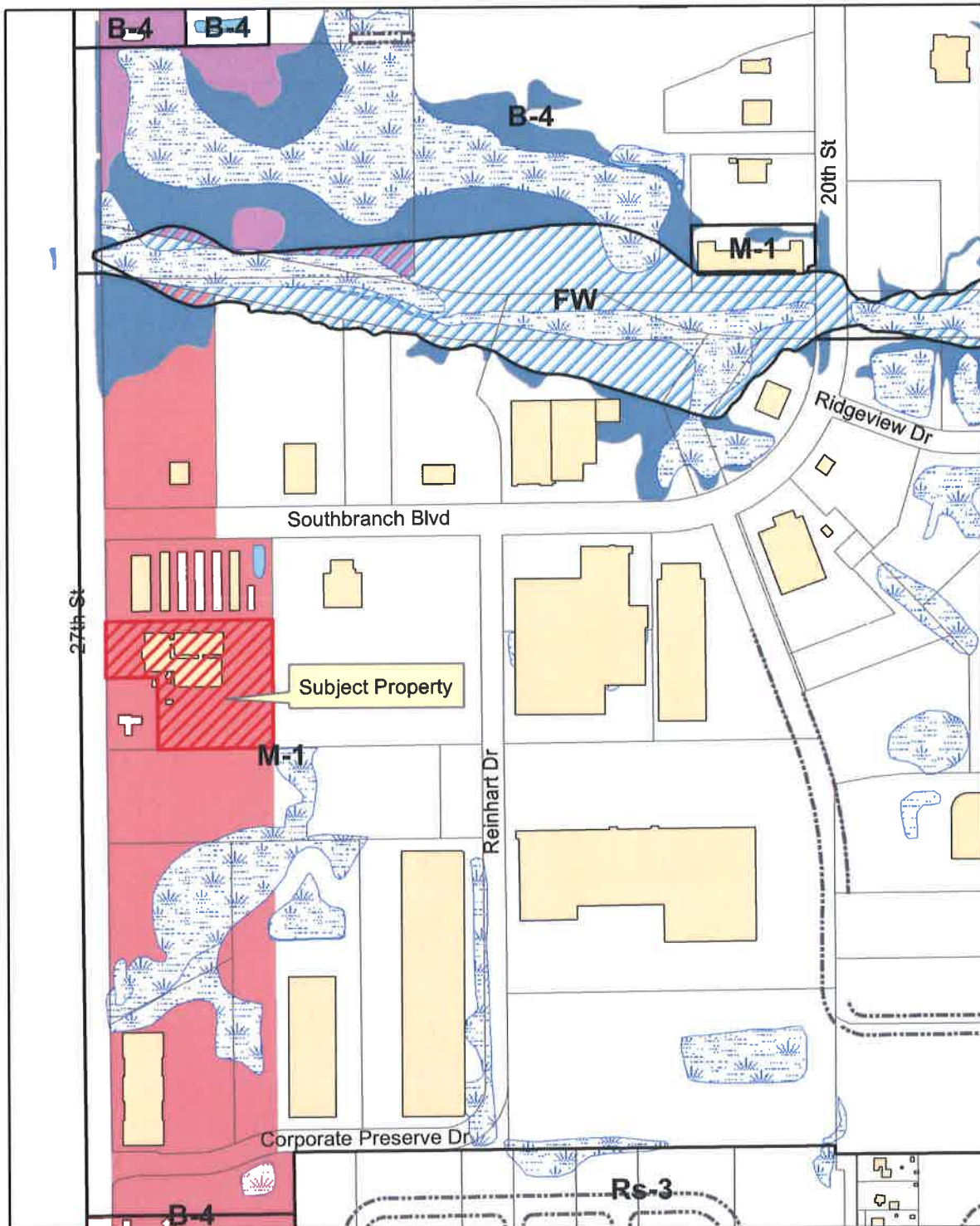
ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

# Location Map

## 9840 S. 27th St.



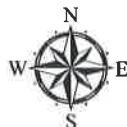
This map is not a survey of the actual boundary of any property this map depicts.

### Legend

- Officially Mapped Streets
- Subject Property
- DNR Wetlands Inventory
- Floodplain 2008
- Waterbodies

### Zoning Overlays

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



Department of Community Development

TO BE PUBLISHED NOVEMBER 21 & 28, 2018

OFFICIAL NOTICE

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

**PURPOSE:** The purpose of this public hearing is to consider a request submitted by Brett Ippolite, Camp Bow Wow, for an amendment to the existing Conditional Use Permit to allow parking to be sited 30 feet from rights-of-way in conformance with current Code requirements on the property as part of the dog daycare and kennel operations affecting the property located at 8411 S. Liberty Lane.

**Hearing Date:** December 18, 2018  
**Time:** 7:00 p.m.  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** Brett Ippolite, Camp Bow Wow  
**Property Owner:** DDA Oak Creek, LLC c/o Brett Ippolite  
**Property Location(s):** 8411 S. Liberty Lane  
**Tax Key(s):** 828-0001-000

**Legal Description:**

LIBERTY WOODS SUBD. LOT 1 (1.609 ACS.) SE 1/4 SEC 17-5-22.

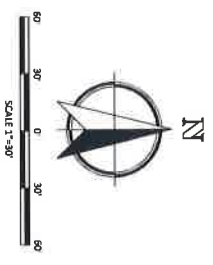
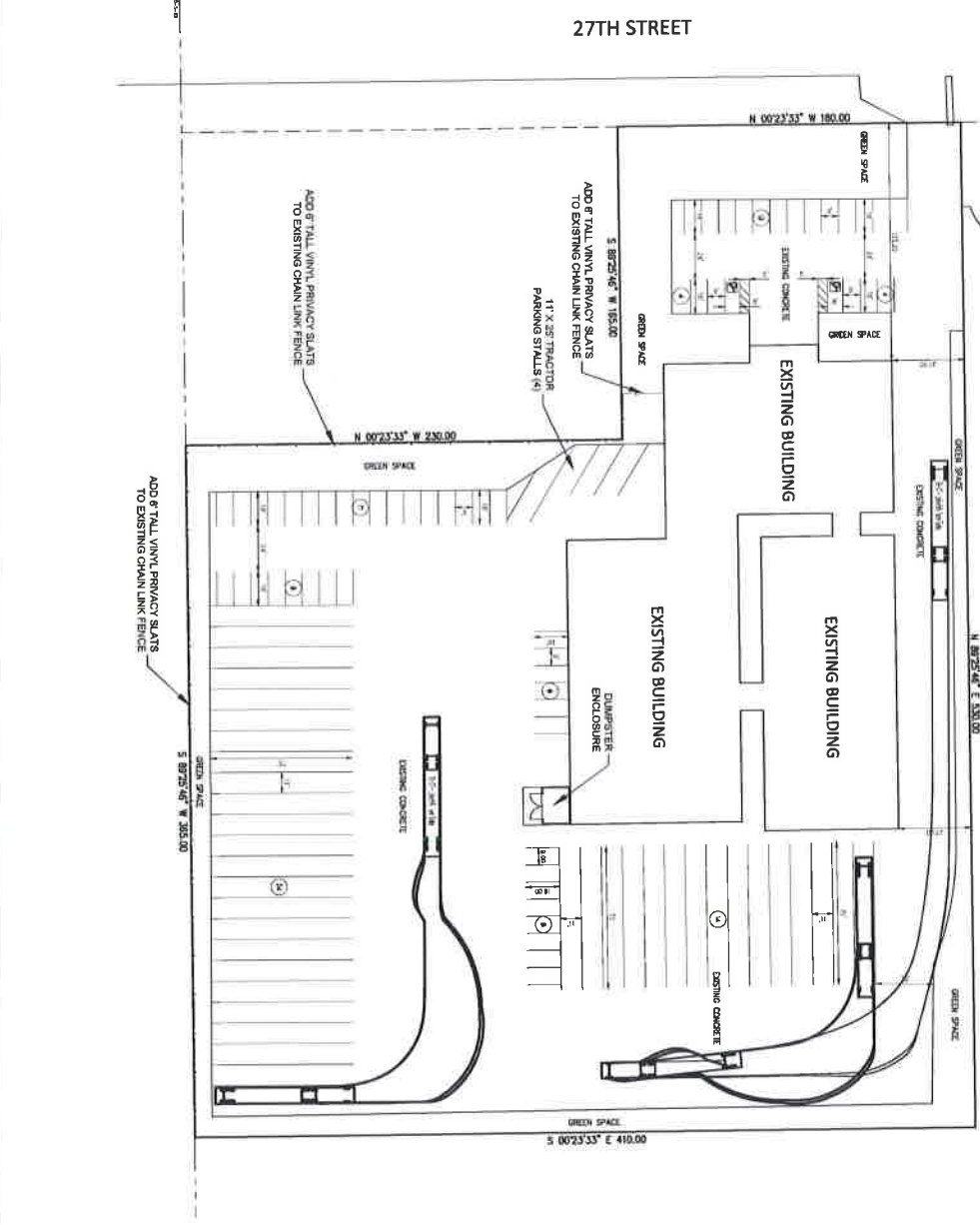
The Common Council has scheduled other public hearings for December 18, 2018 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: November 14, 2018  
CITY OF OAK CREEK COMMON COUNCIL  
By: Daniel J. Bukiewicz, Mayor

**PUBLIC NOTICE**

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**PARKING LOT DATA**

TRACTOR-TRAILER PARKING	26 STALLS
TRACTOR PARKING - 4 STALLS	
CON. PARKING	NO STALLS

NO.	REVISION	BY	DATE

PROJ. NO. \_\_\_\_\_  
 DRAWN BY: JAMES M. BARBER  
 CHECKED BY: \_\_\_\_\_  
 DATE: 2018.02.23.01

**M&M TRUCK CENTER, INC.**  
**CONCEPTUAL SITE PLAN**  
 FOR  
**9840 S. 27th STREET**  
 CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

**Nielsen Madsen + Barber**  
 CIVIL ENGINEERS AND LAND SURVEYORS  
 1458 Horizon Blvd. Suite 200, Racine, WI 53406  
 Tele: (262)634-5588 Website: www.nmbisc.net







### QUESTIONS AND REQUIRED SUBMISSIONS

1. It is still unclear what the exact conditional use is being requested. The narrative and plans speak of outside storage and truck repair. What is the capacity of the (in)flammable liquids storage? Are they proposing any vehicle or equipment sales? (Truck sales and service is a permitted use in M-1)
2. A floor plan showing all leased and owner-occupied areas must be submitted.
3. The narrative states that “we anticipate approximately 10 trailers at any one time being parked outside either awaiting repair or waiting pick-up by the customer.” Why then does the site plan illustrate 38 (actually 39) tractor trailer parking stalls in addition to 4 tractor parking stalls? What is the purpose of the four tractor parking stalls on the west side of the enclosed area? Outside storage of vehicles and trailers must be limited to a maximum of 10 tractors and 10 trailers (or some other mutually agreeable number).
4. What is the purpose of the 60 stalls illustrated as “car parking?” If these parking areas are being “created” they will be subject to landscaping standards. No parking or storage of vehicles, equipment, merchandise or supplies will be permitted in the designated parking areas.
5. How many employees will there be? What are the shifts and number of employees anticipated per shift?
6. What are the proposed office/showroom hours versus service hours? What is the estimated customer count per day? What is the estimated number of deliveries per day?

### INITIAL STAFF COMMENTS

1. The narrative speaks of the inside storage of classic cars. This will likely have a bearing on fire protection requirements for the building. This must be specifically designated by the C&R's.
2. Future tenant uses must comply with all Conditional Use Permit requirements, including obtaining additional approvals prior to operation.
3. Changes in building occupancy may alter fire protection requirements. The owner is responsible for complying with all Fire Department requirements. Failure to do so will be considered grounds for revocation of the conditional use permit.
4. Absolutely no outside storage of vehicles or equipment should be permitted outside of that which is specifically permitted as part of any conditional use permit.
5. Outside storage of vehicles and trailers must be limited to currently licensed and operational trucks and trailers within marked and designated parking areas.
6. Outside storage must be limited to trucks and trailers that are actively being serviced. Upon request the owner/operator of the conditional use may be required to provide evidence (service order) to that effect. In no case shall outside storage of any individual truck or trailer exceed 60 days.
7. The conditions and restrictions for any approved conditional use permit should require the parking and outside storage areas to be striped in accordance with the approved site plan and conditions and restrictions.
8. No vehicle sales will be permitted in the designated automobile parking areas. No signs, flags, pennants, banners or other advertising medium shall be permitted, other than one ground sign

and one wall sign in conformance with all Municipal Code requirements to serve the entire property.

9. The privacy fence identified on the site plan along the west and south property lines should be relocated to the edge of the paved area(s) in order that appropriate screening and landscaping may be installed and maintained in accordance with the Municipal Code.
10. A landscaping plan must be approved by the Plan Commission and implemented prior to occupancy of the building and property.
11. Given the transitional nature of the 27<sup>th</sup> Street corridor, this conditional use permit should have a four year initial duration, at which time the applicant may re-apply for extension of this conditional use.

**Law Offices of Joseph R. Cincotta**  
**400 East Wisconsin Avenue**  
**Suite 205**  
**Milwaukee, WI 53202**  
414-416-1291      jrc4@chorus.net

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November 19, 2018

*Via Email Only*

Kari Papelbon  
8040 South 6<sup>th</sup> Street  
Oak Creek, Wisconsin 53154

***Re:    Conditional Use Application – M&M Truck Center***  
***9840 S. 27<sup>th</sup> Street, Rd Invest, Inc., Owner***  
***Supplemental Information***

Dear Ms. Papelbon:

Thank you for your correspondence of late last week. I am sorry we could not arrange an in-person meeting but I appreciate receiving your offices questions and comments regarding the Conditional Use Permit application for M&M Truck Center.

***1.     Summary***

M&M Truck Center is developing the property at 9840 S. 27<sup>th</sup> Street for use as a Truck Repair Center. The operation will service and repair trucks and tractor trailers on site.

***2.     Procedural Status/History***

As you know, a Conditional Use Permit was previously applied for relative to this site and the use as a Truck Repair service center. That application was discussed by the Plan Commission at its hearing on July 24, 2018. At that time it was determined that the existing Office Overlay (OO) district would not allow the uses necessary to make the business permissible. The matter was tabled while we worked with your office to try to generate a solution to allow productive use of the site.

A rezoning was proposed for the subject property and after review the adjacent property was also included. The City thereafter included two additional properties to the North as part of the rezoning. The Common Council approved the rezoning at its meeting of November 5, 2018.



The matter is thus ready for review at the Plan Commission regarding any applicable conditional uses and as necessary preparing and adopting an appropriate Conditional Use Permit.

**3. *Applicable Zoning Code Provisions***

As noted, the property was recently rezoned back to its base zoning of M-1. The M-1 district specifically permits “Truck Sales and Service.” *See Oak Creek Ord. § 10.03171(a) (cccc)*<sup>1</sup>

The Code defines Truck Sales and Service as the same as Commercial Vehicle Sales and Service:

Commercial Vehicle Sales and Service. Any building, land area, or other premises for the display and sale of large trucks and equipment, typically used in commercial and industrial operations, and including any warranty repair work and other repair service conducted as an accessory use. For the purpose of this Chapter, commercial trucks are trucks with a gross vehicle weight in excess of 10,000 pounds.

*See City Ord. § 17.1402 – Definitions (Truck Sales and Service referencing Commercial Vehicle Sales and Service)*

In addition, the Code permits Accessory Uses in M-1 of:

- (1) Garages used for storage of vehicles used in conjunction with the operation of the business;
- (2) Off street parking and loading areas.

The City has previously reviewed the proposed Truck Center and advised that certain conditional uses may be presented by operation of the business including:

1. Automobile and truck engine and body repair (§17.03171(c)(5))
2. Storage of vehicles and equipment (§17.03171(c)(31))
3. Truck parking lots (§17.03171(c)(29))

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<sup>1</sup> Other permitted uses include (kk) Equipment Rental, (mm) Farm Machinery and Equipment Manufacturing, (mmm) Lawn and Garden equipment manufacture and storage, (ooo) Machinery equipment sales and service (uuu) Metal products manufacturing, fabricating, and distribution, (hhhh) Parking of up to three (3) semi-tractors and/or trailers unrelated to the business on whose property they are parked, (ggggg) Warehousing.

#### 4. *City Staff Comments and Questions.*

Your office forwarded a correspondence last week in which several questions and comments were provided. We are providing responses to those questions and comments below:

*Question 1: It is still unclear what the exact conditional use is being requested. The narrative and plans speak of outside storage and truck repair. What is the capacity of the (in)flammable liquids storage? Are they proposing any vehicle or equipment sales? (Truck sales and service is a permitted use in M-1)*

Response: Automobile and truck engine and body repair will be the use of the property and dwelling. The property and business is not for Truck parking however there will be parking of trucks and trailers and cars for active customers.

A steel tank with new oil and a plastic tank for used oil with a combined capacity of less than 1,000 gallons are proposed *inside* the building.

The inside space will support truck sales, services, repair and leasing, dispatch office, and warehouse for non-hazmat material of various kinds. We would like to add vehicle sales as well but there will be no displayed vehicles for sale on the parking lot in the front of the building facing 27th Street.

*Question 2. A floor plan showing all leased and owner-occupied areas must be submitted.*

Response: At this time M&M Truck Center will be the only user at the property, Future tenants will contact City of Oak Creek to obtain their own occupancy permit. The storage of classic cars will not be going forward at this time. The applicant has previously submitted a site plan including building footprint and other detail and that is again attached.

*Question 3. The narrative states that “we anticipate approximately 10 trailers at any one time being parked outside either awaiting repair or waiting pick-up by the customer.” Why then does the site plan illustrate 38 (actually 39) tractor trailer parking stalls in addition to 4 tractor parking stalls? What is the purpose of the four tractor parking stalls on the west side of the enclosed area? Outside storage of vehicles and trailers must be limited to a maximum of 10 tractors and 10 trailers (or some other mutually agreeable number).*

Response: The operation will utilize only those parking stalls as needed any customers and will not exceed site plan that illustrates 39 tractor trailer parking stalls in enclosed parking lot area. This is not storage facility so no equipment will be allowed on site that is

not properly registered and licensed other than trucks that are for sale. They will not be registered but they will be parked in designated parking areas listed on the plan.

The presence of trucks and trailers which are owned by customers receiving service and repair are not being considered as storage of trucks or part of a truck parking lot

*Question No. 4. What is the purpose of the 60 stalls illustrated as "car parking?" If these parking areas are being "created" they will be subject to landscaping standards. No parking or storage of vehicles, equipment, merchandise or supplies will be permitted in the designated parking areas.*

Response: Based on building size and square footage we understood that City staff and code required that we show and develop 60 parking stalls for our employees. We believe that this is far more than needed. We did spend time and money to create that site plan and design those spaces including 60 car space and 39 tractor trailer stalls. Again, the tractor trailer stalls would be used for active customers.

*Question 5. How many employees will there be? What are the shifts and number of employees anticipated per shift?*

Response: We are anticipating to have up to 15 employees for first shift and up to 10 employees for second shift.

*Question 6. What are the proposed office/showroom hours versus service hours? What is the estimated customer count per day? What is the estimated number of deliveries per day?*

Response:

- (i) Proposed office/showroom, sales and leasing hours M-F 06:00 - 21:00, Saturday 06:00-19:00, Sunday emergency only.
- (ii) Service/maintenance 06:00 - 23:00, Saturday 06:00-19:00, Sunday emergency only.
- (iii) Estimated customer count per day 30, estimated daily deliveries 15.

#### **5. City Staff Comments and Responses.**

*The narrative speaks of the inside storage of classic cars. This will likely have a bearing on fire protection requirements for the building. This must be specifically designated by the C&R's.*

Response: The classic cars storage will not take place any longer as potential customer found different location.

*Future tenant uses must comply with all Conditional Use Permit requirements, including obtaining additional approvals prior to operation.*

Response: Any future tenant will contact City of Oak Creek staff to obtain their occupancy permit as required.

*Changes in building occupancy may alter fire protection requirements. The owner is responsible for complying with all Fire Department requirements. Failure to do so will be considered grounds for revocation of the conditional use permit.*

Response: We will comply with all fire protection requirements.

*Absolutely no outside storage of vehicles or equipment should be permitted outside of that which is specifically permitted as part of any conditional use permit.*

Response: No outside storage will be permitted beyond conditional use permit.

*Outside storage of vehicles and trailers must be limited to currently licensed and operational trucks and trailers within marked and designated parking areas.*

Response: All equipment will be licensed and operational and will be parked on designated parking area per the plan has been submitted to City staff. As we are proposing truck sales as well, the trucks that are for sale will not be registered but they will be parked in designated parking area listed on the plan.

*Outside storage must be limited to trucks and trailers that are actively being serviced. Upon request the owner/operator of the conditional use may be required to provide evidence (service order) to that effect. In no case shall outside storage of any individual truck or trailer exceed 60 days.*

Response: The only circumstance in which a truck or trailer will be on site and not moving for more than 60 days is if they are for sale and they are not sold in that 60 day period. Repair turnaround time will be far less than 60 days.

*The conditions and restrictions for any approved conditional use permit should require the parking and outside storage areas to be striped in accordance with the approved site plan and conditions and restrictions.*

Response: The parking lot will be striped but that may not be feasible in full during the next several months due to the weather. It will take until spring to coordinate striping work.

*No vehicle sales will be permitted in the designated automobile parking areas. No signs, flags, pennants, banners or other advertising medium shall be permitted, other than one ground sign and one wall sign in conformance with all Municipal Code requirements to serve the entire property.*

Response: No vehicles for sale will be displayed in front of the building. The only circumstance in which a vehicle will be in front with for sale sign is if someone is test driving a vehicle and during that time the vehicle is temporarily parked in front of the building. In that case the vehicles will have dealers plate attached to it. We will utilize existing ground signs.

*The privacy fence identified on the site plan along the west and south property lines should be relocated to the edge of the paved area(s) in order that appropriate screening and landscaping may be installed and maintained in accordance with the Municipal Code. A landscaping plan must be approved by the Plan Commission and implemented prior to occupancy of the building and property.*

Response: We believe that moving the fence will be quite expensive and will make it much harder to maintain the space between a second fence installed further into the property than the existing fence. The plan is to install and add a privacy fence on already installed have chain-link fence. We are not planning any major additional landscaping other than trimming existing trees and in the spring to plant some flowers in the front of the building and around existing ground sign. We are of course willing to work with the City as reasonable regarding that issue.

*Given the transitional nature of the 27<sup>th</sup> Street corridor, this conditional use permit should have a four year initial duration, at which time the applicant may re-apply for extension of this conditional use.*

Response: The economic realities are that we believe that we cannot create a feasible business plan for only a 4 year term. It will take me more than 1 year to create solid customer base, which will involve substantial effort, work and expense. As you know, we have been working on this matter with City staff for the past 9 months to come to this point. We would ask that any renewal requirement be verified as being appropriate under the applicable regulations and that the period be extended to at least 8 years.

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We will look forward to the hearing and addressing any questions or issues regarding the proposed use in conjunction with any applicable conditional uses that are presented.

Very truly yours,

*/s/ Joseph R. Cincotta*

Joseph R. Cincotta

Cc: Dragan Radeta  
Attorney Melissa Karls

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

<b>Applicant:</b> M & M Truck Center	<b>Approved by Plan Commission:</b> 12-11-18
<b>Property Address:</b> 9840 S. 27 <sup>th</sup> St.	<b>Approved by Common Council:</b> TBD
<b>Tax Key Number(s):</b> 903-9030-000	(Ord. TBD)
<b>Conditional Use:</b> Automobile & Truck Engine & Body Repair, Outdoor Storage of Vehicles, Outdoor Display of Vehicles for Sale, Semi-Truck/Trailer Parking	

**1. LEGAL DESCRIPTION**

CSM NO 7137 PARCEL 1 NW 1/4 SEC 30-5-22 (4.117 ACS).

**2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS**

- A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect.
- B. A precise detailed site plan for the area affected by the Conditional Use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:
- |  |   |
|--|---|
| <p><b>1) General Development Plan</b></p> <ul style="list-style-type: none"><li>a) Detailed building/structure location(s) with setbacks</li><li>b) Square footage of all buildings/structures</li><li>c) Area(s) for future expansion</li><li>d) Area(s) to be paved</li><li>e) Access drive(s) (width and location)</li><li>f) Sidewalk location(s)</li><li>g) Parking layout and traffic circulation<ul style="list-style-type: none"><li>i) Location(s) and future expansion</li><li>ii) Number of employees</li><li>iii) Number of all parking spaces</li><li>iv) Dimensions</li><li>v) Setbacks</li></ul></li><li>h) Location(s) of loading berth(s)</li><li>i) Location of sanitary sewer (existing &amp; proposed)</li><li>j) Location of water (existing &amp; proposed)</li><li>k) Location of storm sewer (existing &amp; proposed)</li><li>l) Location(s) of outdoor display area(s)</li><li>m) Location(s) of wetlands (field verified)</li><li>n) Location(s) and details of sign(s)</li><li>n) Location(s) and details of proposed fences/gates</li></ul> | <p><b>2) Landscape Plan</b></p> <ul style="list-style-type: none"><li>a) Screening plan, including parking lot / truck parking screening/berming</li><li>b) Number, initial &amp; mature sizes, and types of plantings</li><li>c) Percentage open/green space</li></ul> <p><b>3) Building Plan</b></p> <ul style="list-style-type: none"><li>a) Architectural elevations (w/dimensions)</li><li>b) Building floor plans (w/dimensions)</li><li>c) Materials of construction (including colors)</li></ul> <p><b>4) Lighting Plan</b></p> <ul style="list-style-type: none"><li>a) Types &amp; color of fixtures</li><li>b) Mounting heights</li><li>c) Types &amp; color of poles</li><li>d) Photometrics of proposed fixtures</li></ul> <p><b>5) Grading, Drainage and Stormwater Management Plan</b></p> <ul style="list-style-type: none"><li>a) Contours (existing &amp; proposed)</li><li>b) Location(s) of storm sewer (existing and proposed)</li><li>c) Location(s) of stormwater management structures and basins (if required)</li></ul> <p><b>6) Fire Protection</b></p> <ul style="list-style-type: none"><li>a) Locations of existing &amp; proposed fire hydrants</li><li>b) Interior floor plan(s)</li><li>c) Materials of construction</li><li>d) Materials to be stored (interior &amp; exterior)</li></ul> |
|--|---|
- C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building or occupancy permit.
- D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of

any building permits.

- E. A landscaping plan must be submitted for review and approval by the Plan Commission prior to the issuance of a building or occupancy permit. Landscaping, in accordance with the approved plan must be in place prior to the issuance of an occupancy permit.
- F. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- G. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. **SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS**

- A. Uses allowed on this property shall be limited to those allowed by the M-1, Manufacturing zoning district, the Southbranch Industrial Park Planned Unit Development, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended).
- B. There shall be no parking or storage of vehicles, equipment, merchandise, parts, or supplies within designated public and employee parking areas. Outdoor storage shall be limited to the temporary parking of trucks and associated trailers actively being serviced, and shall be located within the fenced area in designated & striped stalls. There shall be no storage of unlicensed (except vehicles for sale) or non-operational (except those actively being serviced) vehicles. Storage of non-inventory vehicles for sale (e.g., those vehicles actively being serviced) shall not exceed sixty (60) days.
- C. One (1) outdoor display area for display of vehicles for sale shall be limited to the area designated on the site plan, and shall be located behind the fence.
- D. One (1) ground sign and one (1) wall sign shall be allowed in conformance with all Municipal Code requirements to serve the entire property. No other signs, flags, pennants, banners, or other advertising medium shall be allowed.
- E. All new parking and display areas shall be striped and landscaped in accordance with approved site plans and applicable Codes.
- F. Storage of flammable/hazardous materials shall be limited to one (1) 1,000-gallon (maximum) tank for new oil, and one (1) 1,000-gallon (maximum) tank for waste oil. Both tanks shall be stored inside the building in accordance with all Fire and Building Codes.
- G. Hours of operation shall be in accordance with the following:

	<b>Monday – Friday</b>	<b>Saturday</b>	<b>Sunday</b>
<b>Office/Showroom (Sales &amp; Leasing)</b>	6:00 AM – 9:00 PM	6:00 AM – 7:00 PM	None
<b>Service/Maintenance</b>	6:00 AM – 11:00 PM	6:00 AM – 7:00 PM	Emergency only

- H. Any change to the occupancy of the site or building shall conform to all Building, Fire, and Municipal Code requirements (as amended).
- I. Solid waste collection and recycling shall be the responsibility of the owner.



J. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

A. Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended) and these Conditions and Restrictions (see Section 3 above).

5. LIGHTING

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

6. BUILDING AND PARKING SETBACKS\*

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure(s)	40 ft	20 ft	20 ft
Accessory Structure(s)*	40 ft	20 ft	20 ft
Off-street Parking	30 ft	0 ft	0 ft

*\*No accessory structures shall be permitted in the front yard nor shall any structures be permitted in required buffer yards.*

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions within twelve (12) months from the date of adoption of the ordinance authorizing this Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if building or occupancy permits have not been issued for this use.

8. DURATION OF CONDITIONAL USE PERMIT

Given the transitional nature of the 27<sup>th</sup> Street corridor, this conditional use permit is limited in duration to six (6) years from the date of issuance of the conditional use permit. The owner may apply for an extension of this conditional use permit. The process for extension of the Conditional Use Permit shall follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

9. OTHER REGULATIONS

Compliance with all other applicable City, State, DNR and Federal regulations, laws, Code, ordinances, and orders, as amended, not heretofore stated or referenced, is mandatory.

10. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use Permit is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of

paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other City ordinances.

11. REVOCATION

Should an applicant, their heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

12. ACKNOWLEDGEMENT

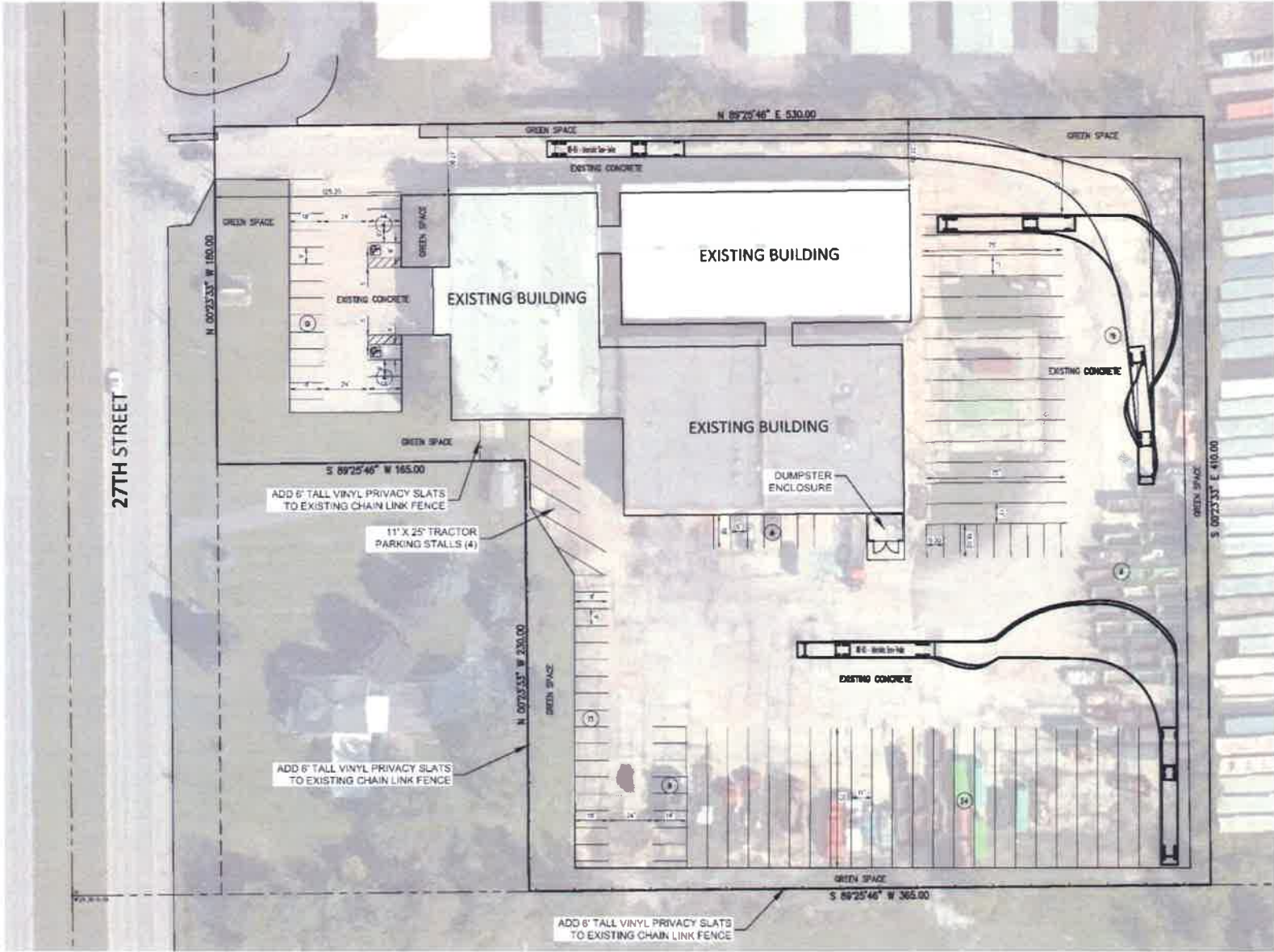
The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns.

\_\_\_\_\_  
Owner / Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(please print name)





**EXCERPTED MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, AUGUST 14, 2018**

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

**CONDITIONAL USE PERMIT  
M & M TOWING  
9840 S. 27<sup>TH</sup> ST.  
TAX KEY NO. 903-9030-000**

Planner Papelbon provided an overview of the conditional use permit request for this truck towing, maintenance and sales facility. (See staff report for details.)

Planner Papelbon noted that the applicant is now known as M & M Truck Center.

Joe Cincotta, Attorney in Milwaukee, 400 E. Wisconsin Ave., Suite 205, Milwaukee, stated that RD Invest is the actual owner and Mr. Radeta is the representative. Mr. Cincotta explained that this is a truck repair operation. There is no towing or outdoor storage of anything. There is a very similar operation in Sturtevant. Mr. Radeta started that operation a while ago and recently received his approval and is now working with the WDOT to get their approval to start to operate and repair those vehicles. Recently, they had an offer by a classic car operation to rent some space inside the existing facility. Part of the facility is not used at all, so there is a desire to make some of that space available for lease. They now have 38 truck spots, 4 trucks for sale, and 60 parking spots. The applicant understands the need for the sprinkler and will comply, as well as the special assessment on the sewer and water.

Mr. Cincotta stated that there are some details that are pertinent from a private property use standpoint. Since purchasing the property, they have had contact with over nine potential tenants/customers and those have not been able to be realized at this point. Indications are that the City has not been interested in finding that those would be suitable uses. There has been some real effort to make the property useful and productive again. These potential tenants were secured by a commercial broker, so there has been an effort to make this a useful property. The cost of the property last year was \$80,000 for property taxes, loan payment, painting and cleaning of the property. The property is not useful right now if they can't get an approval. The estimation is that the operating expense will be about \$60,000 if it remains vacant and unusable.

Mr. Cincotta continued that this proposed use is allowable in the underlying primary zoning district of M-1, Manufacturing, maybe even expressly allowed. They would like to get a conditional use permit, which they have applied for. They would be willing to have some sensible conditions be placed on the property under an M-1 regulation. The problem they run into is the overlay district, which Mr. Cincotta does not think applies. He did note that there is no use variance allowed in the overlay district. Mr. Cincotta stated that they would be more than happy to have this property rezoned to remove the overlay district and allow the property to go back to its fundamental zoning of M-1. If that happens, this would be an easier process and obtainable permit.

Mr. Cincotta stated that he understands the purpose of an overlay district. He feels this one is quite inconsistent in many respects with the underlying zoning. It is also reasonable to consider that it is very inconsistent with historic uses. From their perspective, to change this use and dwelling into an office-type use would be cost-prohibitive. Because of the significant difference between what is there now to what would be suitable office use is not economically feasible. The applicant is trying to use this property in a way that this has been used historically, while understanding that it is not "grandfathered in" in a formal sense. However, it has been used for truck repair in the past.

Mr. Cincotta stated that they would like the City to consider a rezoning of this property while also preserving their claim that the overlay district is not applicable. Mr. Cincotta suggested that the Plan Commission look at this from a zoning standpoint. The reason he thinks this is okay to think about this from a rezoning standpoint is that the zoning they are requesting is not beyond what already exists in the M-1, which is the underlying zoning. Mr. Cincotta stated that he wanted the rezoning to be reconsidered at the meeting.

Commissioner Siepert asked how rezoning consideration affects the Comprehensive Plan in place right now. Mayor Bukiewicz stated that rezoning is not on the docket and the issue before the Plan Commission is a conditional use permit. Planner Papelbon stated that right now, the City is not far enough along in the Comprehensive Plan update process to say whether or not there would be a change to the Comprehensive Plan in that area.

Commissioner Chandler asked if there are any properties in this area with this use. Planner Papelbon responded, in this area, no. Director Seymour clarified that M-1 is the base zoning and does not have more jurisdiction than the overlay zoning. This request, however, would be to remove the overlay and retain the base zoning district. Director Seymour pointed out that there are uses similar in nature within the Southbranch Industrial Park. This is something that procedurally and with some of the inconsistencies with the base zoning versus the overlay, makes it probably without a peer right now in terms of any proposals that are ongoing in the Southbranch Industrial Park.

Commissioner Chandler asked the applicant for more information on the specifics of the conditional use.

Dragan Radeta, 7228 S. 27<sup>th</sup> Street, Oak Creek, WI responded that recently there was a similar operation that was granted in the Southbranch Industrial Park on Ridgeway Drive. As far as outdoor storage, they will not have any equipment lying around. Everything will be waiting for any kind of maintenance. Every single piece of equipment will be registered. There will not be wrecked or damaged equipment lying around. Everything will be operational, and licensed. There will not be any storage of equipment or vehicles in disrepair. Commissioner Chandler asked if they are just looking for outdoor parking. Mr. Radeta responded, yes, parking of semi-trucks and trailers. This will merely be a truck repair center. Commissioner Chandler asked if the parking will be overnight or longer term. Mr. Radeta stated that the amount of time the vehicles will be parked depends on availability of parts to repair the vehicle, so the time is unknown, other than to say, it will not be long term.

Commissioner Chandler asked if they would like to have outside display of vehicles for sale. Mr. Radeta stated he would like this to still be an option. He originally planned on displaying the vehicles for sale with no screening. However, in discussions with the City, he agreed to put all the vehicles behind some type of screening. Right now, the back of the property is fenced in and he is willing to add 6 more feet of privacy fence next to the existing fence.

Commissioner Johnston asked if a piece of an overlay can be cut out. Planner Papelbon responded that the City looks at the overlay district as a sum of its parts. Planner Papelbon referenced the area of Rawson Avenue where the overlay district was amended. It was not removed and there were not parcels taken out of it. In this case, the City would be considering looking at the overlay district itself and removing it in its entirety if a rezone were taken into consideration. Taking a piece out in the middle of an overlay district would be spot zoning.

Mayor Bukiewicz stated that as staff had mentioned, the rezone is done first and the conditional use second. Mayor Bukiewicz referenced a parcel off of Rawson Avenue where there was a conditional use permit first before the rezone on the storage and the procedure was not followed correctly and it turned into a mess. Planner Papelbon clarified that the rezone went through first and conditional use permit second, and was actually held. That conditional use permit process was never completed, but it did go through the rezone first. Mayor Bukiewicz stated that it is prudent to follow staff's recommendation and follow procedure on this. He stated that this overlay district was put in for a reason, but the City is changing and that is why the Comprehensive Plan is being updated to make sure the City is getting the best and highest value out of what is being done.

Planner Papelbon suggested that since there was a request to rezone the property, the Plan Commission hold this item until that rezone process has been completed. Mayor Bukiewicz stated that if that is the most efficient way, he appreciates the suggestion.

Commissioner Siepert moved to place this item on hold. Commissioner Chandler seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn. Commissioner Siepert seconded. On roll call: all voted aye. The meeting was adjourned at 8:56 p.m.

ATTEST:

  
\_\_\_\_\_  
Douglas Seymour, Plan Commission Secretary

August 28, 2018  
\_\_\_\_\_  
Date

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

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

**CONDITIONAL USE PERMIT  
M & M TOWING  
9840 S. 27<sup>TH</sup> ST.  
TAX KEY NO. 903-9030-000**

Planner Papelbon provided an overview for the request for a conditional use permit for a towing, full service truck maintenance and sales facility and outdoor storage of vehicles and equipment. (See staff report for details.)

Joseph Cincotta, attorney representing the applicant, 400 E. Wisconsin Avenue, Milwaukee, WI, stated that the overlay district no longer applies and it is still in shown. He just wanted to make sure that this is the case, and that the M-1 is what applies now. Mr. Cincotta listed some of the uses that are permitted in the M-1 District such as equipment rental, farm machinery and equipment manufacturing, lawn and garden equipment manufacturing and storage, machinery equipment sales and service, and truck sales and service. He stated that the conditional use that they see most applicable is the autobody repair conditional use. With that use, there will be trucks on site and some other materials. The permitted use is the sales, so he did not think they needed a conditional use to do that. He thinks they need a conditional use for body and engine repair and so that is fine that that is being recommended for approval as a conditional use. They will move forward and work with staff on those conditions.

Mr. Cincotta referenced page 2 of 5 of the packet. The first item of concern involved the mention of a dispatch office. He thinks that the use of the term "dispatch" may not be precise. It is not a dispatch operation. It is going to be an office that would manage incoming and outgoing customers for sales and repair. It is an office facility and not like a towing operation or some kind of truck terminal. So that is not an issue, but maybe the wrong choice of words.

Mr. Cincotta stated that the second comment from staff was that the narrative they provided stated that no equipment or vehicles would be allowed that are not registered, but then states that vehicles for sale would not be registered. He thinks there is a disconnect there, because vehicles being sold that are new are not registered yet. He doesn't think those would be registered. However, customer vehicles that are being repaired would be registered. The reason for the registration requirement is so that things are not lying around there, such as older vehicles that are not moving/operational. They will be getting business coming in and then going out. There is not long term storage of trucks, so that is why the registration issue is a way to make sure they only have operational vehicles on site.

Mr. Cincotta stated that the fourth issue pertains to future tenants. Previous discussions had focused on a classic car storage tenant that was maybe going to use the facility. That is gone elsewhere, so it is not happening right now. Going forward it will just be M&M Truck Center running the site. There are no tenants lined up right now. If they do have tenants, they will come back as requested if needed to get a conditional use or whatever permit they need.



Commissioner Hanna asked how the applicant will be disposing of oil and other hazardous fluids. Dragan Radeta, owner, M & M Towing, responded that they have an agreement with a local company that they purchase the oil from and they usually take waste oil to their facility.

Commissioner Siefert asked what they would be using for screening on the south property line. Mr. Radeta stated they would screen the south and west sides of the property as well. They will attach either plastic or board on board to the existing fence. It will be probably 6' high.

Commissioner Chandler asked a question about the outdoor storage. Planner Papelbon responded that outdoor storage was a clarification item between the old staff reports and what was presented for this meeting. There will be no outdoor storage on the property. The only thing that will be stored outside will be the trailers and the tractors that are going to be worked on and are part of active service for their customers. There is an outdoor display area for the sales of 5 or 6 vehicles that is behind the fence and on that corner of the property on the west. There is also a trash enclosure, however, there is no other outdoor storage that has been requested or allowed. It is just the tractor/trailers that are going worked on actively. Planner Papelbon clarified that if the vehicles are going to be on site for a specified period of time, that would become outdoor storage. This is more of a truck parking temporary storage situation.

Commissioner Chandler asked for more information on the services that will be provided. Mr. Radeta responded that it will be a truck repair/maintenance facility.

Commissioner Chandler stated that it sounds like there will be sales also and wanted to know what the link is between repairs and sales. Mr. Radeta responded that the sales and repair will be in a separate area on the property.

Commissioner Chandler asked about the required number of parking stalls. Planner Papelbon responded that there will be more parking stalls than will be used by employees of the facility. The reason the comment is in the conditional use permit is because of the nature of the building and warehouse aspect. There may be 20 to 30 employees there at one time, so this would actually address that issue, but a little bit more if they were to lease out the tenant space. Staff does not have any concerns about the number of parking stalls being proposed.

Alderman Guzikowski asked if the building is sprinklered for fire suppression. Mr. Radeta stated it is not. Asst. Fire Chief Kressuk stated that occupancy takes hold in that building, depending on the type of occupancy and nature of work, that through code dictates the need for some type of suppression system in the building. There are some challenges leading up to that structure and the Fire Department is aware that the applicant is working toward solving those. There was a meeting several months ago where the need for detection or suppression systems based on the use and occupancy type were a requirement in that structure. At that time, there was no hesitation or disagreement with that. Given the water situation and there are no formal plans for this structure makes it difficult to say the exact specifics of the type of system, but it is being worked on in that direction.

Commissioner Siefert asked if 1,000 gallons of oil will be stored inside. Mr. Radeta responded yes. Alderman Guzikowski clarified that it is oil they are going to use on new vehicles.

Commissioner Siefert moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit for automobile and truck engine and body repair, outdoor

storage of vehicles and equipment, and semi-truck/trailer parking on the property at 9840 S. 27<sup>th</sup> St. Commissioner Chandler seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 7:25 p.m.

ATTEST:

  
\_\_\_\_\_  
Douglas Seymour, Plan Commission Secretary

December 11, 2018  
\_\_\_\_\_  
Date

**EXCERPTED MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, DECEMBER 11, 2018**

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

**CONDITIONS AND RESTRICTIONS  
M & M TRUCK CENTER  
9840 S. 27<sup>TH</sup> ST.  
TAX KEY NO. 903-9030-000**

Planner Papelbon provided an overview of the conditions and restrictions for this property. (See staff report for details.)

Dragan Radeta, 7228 S. 27<sup>th</sup> St., Oak Creek, WI, stated he is okay with all of these rules and regulations. He requested that the conditions and restrictions be extended from six years to eight years because it is very hard to develop a business in such a short period of time. Commissioner Hanna responded that she did not think six years is a short time to establish a business. Mr. Radeta stated that he will be spending \$500,000 to \$600,000 into establishing a business. It will take him a year alone to get a good customer base on the property.

Commissioner Johnston wanted verification that the employee parking is the parking shown along 27<sup>th</sup> Street so there won't be any equipment or "for sale" items along 27<sup>th</sup> Street. Mr. Radeta responded that no equipment will be parked in the front of the building. Everything will be behind the building. In the front of the building, they will have a customer/employee parking lot. No equipment will be stored up front for display or "for sale", other than if a customer is driving a vehicle, but that would be just probably an hour maximum, but it will not be displayed there 24/7.

Alderman Guzikowski asked if this is similar to other businesses of this nature in that they have a secure time frame. Planner Papelbon responded that the concern is that the property is within the 27<sup>th</sup> Street corridor, of which there is a master plan with the City of Franklin. Because this area is in transition, staff wants to ensure that what is going in is going to allow for the rest of the development of the corridor as close to that master plan as possible. We want to give deference to the business so that they can establish and gain their customer base, but also make sure that if something happens that this is all compatible along 27<sup>th</sup> Street.

Alderman Guzikowski asked if is still true that they are waiting for a water service hookup so that they can sprinkler the building for fire suppression purposes. Planner Papelbon responded that there has been ongoing discussion between the applicant, the Fire Department and the Oak Creek Water and Sewer Utility. The sprinkler requirement has to be put on hold pending establishment of water service to the property. If not, the Fire Department has indicated their willingness to work with the applicant to make sure that the fire codes are met as much as possible on the property. Planner Papelbon stated that Asst. Fire Chief Kressuk indicated this at the last meeting where this was discussed.

Alderman Guzikowski stated his concurrence with staff on the number of years (six) for these conditions and restrictions, and that the applicant can always come back and request that the conditions and restrictions be extended.

Alderman Guzikowski moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Conditional Use Permit for automobile and truck engine and body repair, outdoor storage of vehicles and outdoor display of vehicles for sale, and semi-truck/trailer parking on the property at 9840 S. 27<sup>th</sup> St., after a public hearing. Commissioner Johnston seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 6:33 p.m.

ATTEST:

  
\_\_\_\_\_  
Douglas Seymour, Plan Commission Secretary

January 8, 2019  
\_\_\_\_\_  
Date

7  
TO BE PUBLISHED DECEMBER 19 & 26, 2018

OFFICIAL NOTICE

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

**PURPOSE:** The purpose of this public hearing is to consider a request by CS Milwaukee LLC, Levitt Properties, to rezone the property at 135 W. Forest Hill Ave. from B-3, Office and Professional Business to M-1, Manufacturing.

**Hearing Date:** January 15, 2019  
**Time:** 7:00 PM  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** C S Milwaukee LLC, C/O Levitt Properties  
**Property Owner(s):** C S Milwaukee LLC, C/O Levitt Properties  
**Property Location(s):** 135 W. Forest Hill Ave.  
**Tax Key(s):** 813-9004-002

**Legal Description:**

CERTIFIED SURVEY MAP NO. 3011 PARCEL 1 E 1/2 SEC. 17-5-22 EXC PTS CONV TO DOT IN DOC NO 10315220 & 10352183 FOR ST.

The Common Council has scheduled other public hearings for January 15, 2019 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: December 12, 2018  
CITY OF OAK CREEK COMMON COUNCIL  
By: Daniel J. Bukiewicz, Mayor

**PUBLIC NOTICE**

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



## COMMON COUNCIL REPORT

**Item:** Rezone - 135 W. Forest Hill Ave.

**Recommendation:** That the Council adopts Ordinance 2925, an ordinance to approve a rezone of the property at 135 W. Forest Hill Ave. from B-3, Office and Professional Business to M-1, Manufacturing.

**Fiscal Impact:** No immediate impact is anticipated as the parcel is currently developed. Rezoning this property will allow for the sale to be completed and a vacant building to be occupied. Should future redevelopment or expansion occur in conformance with M-1, Manufacturing requirements, such may yield positive fiscal impact in terms of assessed value and permit fees. This property is not located in 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:** At the January 8, 2019 meeting, the Plan Commission reviewed a request by CS Milwaukee LLC to rezone the property at 135 W. Forest Hill Ave. from B-3, Office and Professional Business to M-1, Manufacturing. Council will note that the existing building crosses the shared property boundary with 195 W. Forest Hill Ave. When the building was originally approved for Northern Computers, the zoning and property were split between the office and computer lab portion (currently zoned B-3, Office and Professional Business) and the warehouse portion (currently zoned M-1, Manufacturing).

When the property was leased to Master Lock (the former tenant), the area that was previously designated for the computer lab was made part of the larger, flexible warehouse space. The zoning (and property line) was never corrected to reflect that change. This proposed change more accurately reflects the recent and proposed use of the property. Both properties will be sold together, 195 W. Forest Hill Ave. is currently zoned M-1, Manufacturing, and staff is anticipating a CSM to join the two properties in the near future. An amendment to the Comprehensive Plan, which is currently being updated for the entire City, will also occur at a later date.

According to the Comprehensive Plan, properties in the area range from Planned Mixed Use (Drexel Town Square) to Planned Industrial (south of W. Forest Hill Ave.), and Planned Office (along Howell Ave.). Existing parcels in the immediate area are zoned for mixed use (Drexel Town Square), Light Manufacturing (Zünd), Manufacturing (south and west of Drexel Town Square), and Office and Professional Business and

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Highway Business (east of Drexel Town Square to Howell Ave.). A mix of two-family residential (Rd-1), local business (B-1), and single-family residential (Rs-3) zoning districts and uses are located immediately across Howell Ave. from the proposal.

The Plan Commission recommended Common Council approval at their meeting on January 8, 2019. Should the Council agree that rezoning the parcel at 135 W. Forest Hill Ave. to M-1, Manufacturing is appropriate, a motion recommending approval is provided above.

**Options/Alternatives:** Council has the discretion to approve or not approve the proposed rezone request. Disapproval of the rezone would result in a potential loss of sale of the properties, the existing vacant condition of the building to remain, and the continued underutilized condition of the property.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Kari Papelbon, CFM, AICP  
Planner

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

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Attachments:

Ordinance 2925

Location Map

Hearing Notice

ORDINANCE NO. 2925

By: \_\_\_\_\_

AN ORDINANCE TO REZONE THE PROPERTY AT 135 W. FOREST HILL AVE.  
FROM B-3, OFFICE AND PROFESSIONAL BUSINESS TO M-1, MANUFACTURING

(2<sup>nd</sup> Aldermanic District)

WHEREAS, CS MILWAUKEE LLC has proposed a rezoning of the property at 135 W. Forest Hill Ave. from B-3, Office and Professional Business district to M-1, Manufacturing.

WHEREAS, the property is more precisely described as follows:

CERTIFIED SURVEY MAP NO. 3011 PARCEL 1 E 1/2 SEC. 17-5-22 EXC PTS  
CONV TO DOT IN DOC NO 10315220 & 10352183 FOR ST.

WHEREAS, the Plan Commission reviewed the application and recommended that the rezoning request be approved; and

WHEREAS, the Common Council held a public hearing on said application on January 15, 2019, at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing and upon favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved for the lands hereinabove described.

NOW, THEREFORE, the Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands at 135 W. Forest Hill Ave. hereinabove described shall be rezoned from B-3, Office and Professional Business district to M-1, Manufacturing, and the Zoning Map of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.

SECTION 2: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 3: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 4: The rezoning shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.



Passed and adopted this 15<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
President, Common Council

Approved this 15<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Mayor

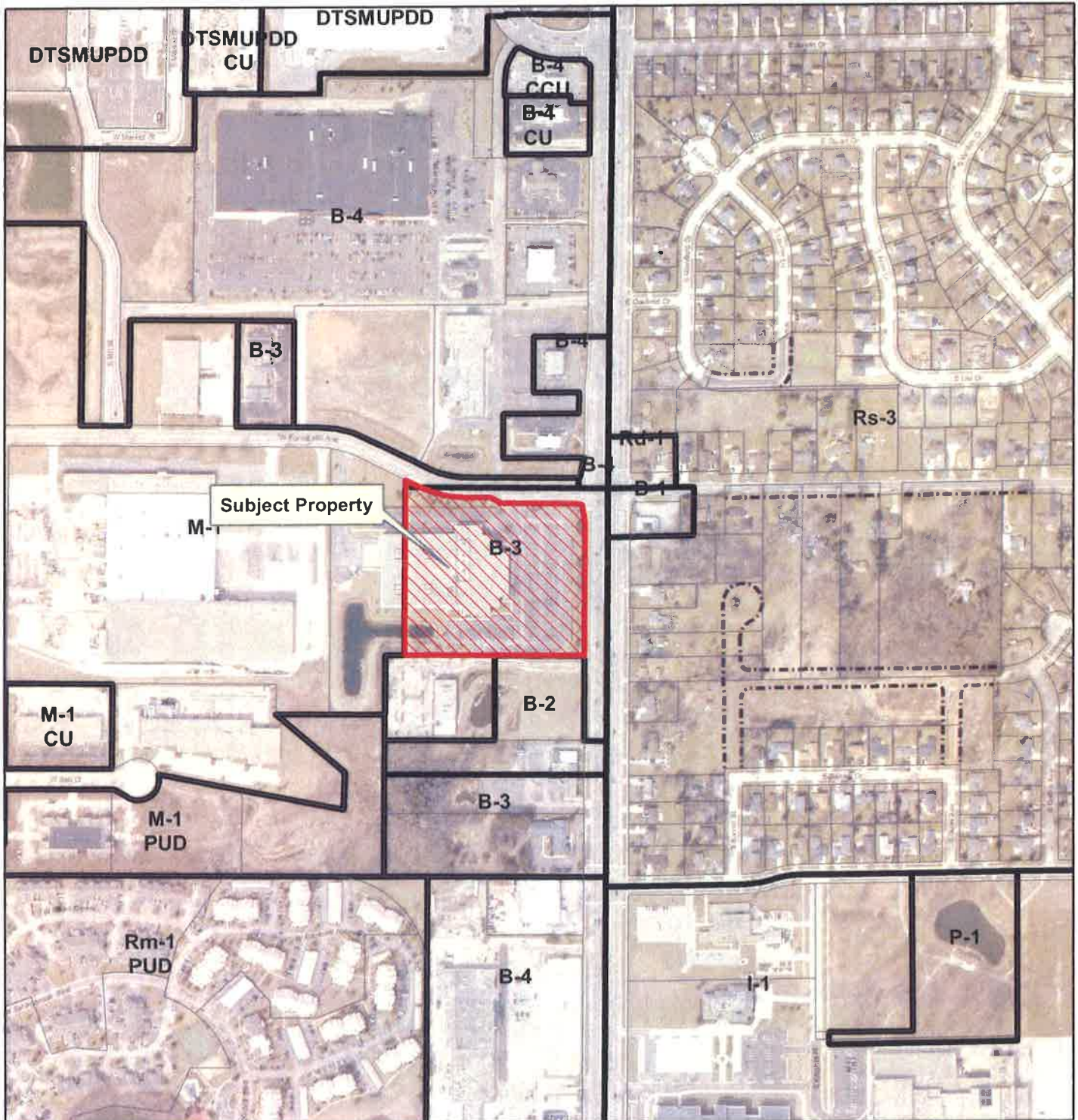
ATTEST:

\_\_\_\_\_  
City Clerk

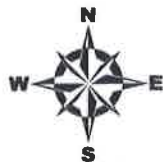
VOTE:      Ayes \_\_\_\_\_      Noes \_\_\_\_\_

# Location Map

## 135 W. Forest Hill Ave.



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



### Legend



135 W. Forest Hill Ave.



Officially Mapped Streets

TO BE PUBLISHED DECEMBER 19 & 26, 2018

OFFICIAL NOTICE

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

**PURPOSE:** The purpose of this public hearing is to consider a request by CS Milwaukee LLC, Levitt Properties, to rezone the property at 135 W. Forest Hill Ave. from B-3, Office and Professional Business to M-1, Manufacturing.

**Hearing Date:** January 15, 2019  
**Time:** 7:00 PM  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** C S Milwaukee LLC, C/O Levitt Properties  
**Property Owner(s):** C S Milwaukee LLC, C/O Levitt Properties  
**Property Location(s):** 135 W. Forest Hill Ave.  
**Tax Key(s):** 813-9004-002

**Legal Description:**

CERTIFIED SURVEY MAP NO. 3011 PARCEL 1 E 1/2 SEC. 17-5-22 EXC PTS CONV TO DOT IN DOC NO 10315220 & 10352183 FOR ST.

The Common Council has scheduled other public hearings for January 15, 2019 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: December 12, 2018  
CITY OF OAK CREEK COMMON COUNCIL  
By: Daniel J. Bukiewicz, Mayor

**PUBLIC NOTICE**

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

OFFICIAL NOTICE

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

**PURPOSE:** The purpose of this public hearing is to consider a proposed amendment to Sec. 17.0333(a) to allow restaurants without drive-through facilities as a permitted use in the OO, Mixed Use Overlay District.

**Hearing Date:** January 15, 2019  
**Time:** 7:00 PM  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Proposal:** The proposed Code Amendment for Sec. 17.0333(a) would allow restaurants without drive-through facilities as a permitted use in the OO, Mixed Use Overlay District.

The entire text of the proposed amendment to this section is available for review upon request. Any person(s) with questions regarding the proposed changes may contact the City of Oak Creek at (414) 766-7000, during regular business hours (7:30 AM – 4:00 PM).

Date of Notice: December 19, 2018

CITY OF OAK CREEK COMMON COUNCIL

By: Daniel J. Bukiewicz, Mayor

**PUBLIC NOTICE**

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



## COMMON COUNCIL REPORT

**Item:** Text Amendment - Restaurants without drive-through facilities in the OO, Office Overlay District.

**Recommendation:** That the Council adopts Ordinance 2927, an ordinance to create Section 17.0333(a)(12) of the Oak Creek Municipal Code to allow restaurants without a drive-through facility as a permitted use in the OO, Mixed Use Office Overlay District.

**Fiscal Impact:** Although there is no direct fiscal impact by amending the OO, Mixed Use Office Overlay District, this change will increase the number of permitted uses in this district.

- 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:** Josephine Adams is requesting Common Council consideration of a proposed amendment to allow restaurants without drive-through facilities be a permitted use in the OO, Mixed Use Office Overlay District. Currently, the OO Overlay District does not permit or conditionally permit the operation of any restaurants.

The OO Overlay District was created as part of the South 27th Street Corridor Study. This study's purpose was to ensure development along South 27th Street occurred in a consistent and coordinated manner. Furthermore, it was created to promote a diverse economic base providing jobs, goods & services for residents. The OO Overlay District was intended to provide for office and professional uses while integrating a mix of retail and open space. The OO Overlay District is more restrictive than our commercial districts by allowing only eleven permitted uses and seven conditional uses. Included with this report is a copy of the code section pertaining to permitted and conditional uses.

Staff has reviewed the district and determined that restaurants without a drive-through facility would be a compatible use within this district and should be included as a permitted use in the OO District. The proposed use would provide a diverse economic base, providing jobs, goods & services for resident as identified in the code section. Therefore staff proposes amending Section 17.0333(a) to include the permitted use:

### 12. Restaurants without a drive-through facility

The Plan Commission recommended approval of the proposed text amendment at their December 11, 2018 meeting.

**Options/Alternatives:** Council has the discretion to approve, approved with amendments, or not approve the proposed Zoning Text Amendment. Disapproval of the proposal will reduce the potential use of existing

sites that were once used as restaurants and cause any eating establishment to be located further away from any future office uses that may develop in this district.

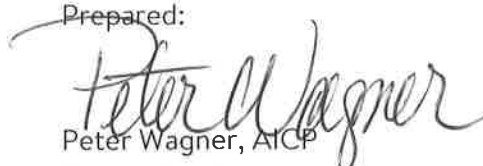
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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



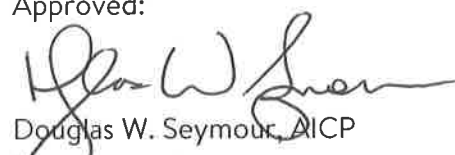
Peter Wagner, AICP  
Zoning Administrator/Planner

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

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Attachments: Ordinance 2927

Public Hearing Notice

Section 17.0333(a)

Plan Commission Minutes

TO BE PUBLISHED DECEMBER 26<sup>TH</sup> & JANUARY 2<sup>ND</sup>

OFFICIAL NOTICE

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

**PURPOSE:** The purpose of this public hearing is to consider a proposed amendment to Sec. 17.0333(a) to allow restaurants without drive-through facilities as a permitted use in the OO, Mixed Use Overlay District.

**Hearing Date:** January 15, 2019  
**Time:** 7:00 PM  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Proposal:** The proposed Code Amendment for Sec. 17.0333(a) would allow restaurants without drive-through facilities as a permitted use in the OO, Mixed Use Overlay District.

The entire text of the proposed amendment to this section is available for review upon request. Any person(s) with questions regarding the proposed changes may contact the City of Oak Creek at (414) 766-7000, during regular business hours (7:30 AM – 4:00 PM).

Date of Notice: December 19, 2018

CITY OF OAK CREEK COMMON COUNCIL

By: Daniel J. Bukiewicz, Mayor

**PUBLIC NOTICE**

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

ORDINANCE NO. 2927

BY: \_\_\_\_\_

AN ORDINANCE TO CREATE SECTION 17.0333(a)(12) TO ALLOW RESTAURANTS WITHOUT DRIVE THROUGH FACILITIES AS A PERMITTED USE IN THE OO, MIXED USE OFFICE OVERLAY DISTRICT

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

SECTION 1: Section 17.0333(a)(12) of the Oak Creek Municipal Code is created to read as follows:

(12) Restaurants without a drive-through facility

SECTION 2: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this 15<sup>th</sup> day of January, 2019.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
President, Common Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: Ayes\_\_ Noes \_\_\_\_\_



**SEC. 17.0333 OO – MIXED-USE OFFICE OVERLAY DISTRICT**

The purpose of the Mixed-Use Office Overlay District is to provide for office and professional uses along the 27<sup>th</sup> Street corridor while integrated a mix of retail and open space uses. The design standards of Section 17.0329 shall apply to the Mixed-Use Office Overlay District.

(a) **Permitted Uses:**

1. Administrative and public service offices.
2. Banks, savings and loan, and other financial institutions.
3. Business offices.
4. Insurance sales offices.
5. Interior decorators.
6. Law offices.
7. Licensed massage therapy and body work as certified by the State.
8. Medical and dental clinics.
9. Professional offices of an architect, engineer, landscape architect, lawyer, accountant, doctor, chiropractor, Christian science practitioner, dentist, optometrist, clergy or other similarly recognized profession.
10. Real estate and insurance sales offices.
11. Studios for photography, painting, music, sculpture, dance, pottery and jewelry.

(b) **Permitted Accessory Uses:**

1. Barber shops and beauty shops.
2. Group day care center without outdoor activity areas.
3. Drug Stores.
4. Educational Services.
5. Job training and related services.
6. Janitorial supplies and services.
7. Physical fitness centers.
8. Video production.
9. Garages used for storage of vehicles used in conjunction with the operation of the business.
10. Cafeterias, delicatessens, and restaurants accessory to and located within the same building as a permitted use.
11. Off-street parking and loading areas.
12. Ground-mounted and building-mounted earth station dish and terrestrial antennas.
13. Solar collectors attached to the principal structure.

(c) **Conditional Uses:**

1. Drive-through financial institutions.
2. Group day care centers with outdoor activity areas.
3. Hotels (minimum three (3) stories).
4. Radio and television and receiving stations, and studios.
5. Utility substations, municipal wells, pumping stations, and towers provided that the

use is not less than fifty (50) feet from any lot line.

6. Solar energy collectors erected as an accessory structure.
7. Religious Institutions.

(d) **Lot Area and Width:** Lots shall have a minimum area of 40,000 square feet and shall be not less than 150 feet in width.

(e) **Building Height and Area:**

1. The principal building shall be at least two (2) stories in height with no maximum. No accessory building shall exceed seventeen (17) feet in height.
2. Special use approval shall be required for buildings greater than 40,000 square feet.
3. Retail and service establishments shall be less than 10,000 square feet in tenant area with interior access in office buildings.

(f) **Setback and Yards:**

1. There shall be a minimum front setback of fifty (50) feet from the right-of-way of all streets.
2. There shall be a side setback on each side of all principal buildings of not less than twenty (20) feet.
3. There shall be a rear setback of not less than thirty (30) feet.
4. Accessory buildings shall be located not less than five (5) feet from a side or rear lot line; except if it abuts a residential district, the setback provided shall be at least what the appropriate side or rear setback for a principal building would be in the adjoining residential district. However, in no case shall it be less than ten (10) feet.
5. There shall be a minimum wetland setback of fifty (50) feet.

(g) **Design Standards:**

1. Whenever possible, development shall be organized around open space that can provide natural stormwater retention, greenway trails, etc. However, coordinated developments may share common open space for stormwater detention, greenway trails, etc.
2. Provision of retail opportunities is encouraged to create a mixed-use environment. Developments are encouraged to incorporate well-designed open spaces for employee, customer, and community use.
3. Corner buildings shall be designed with additional height and/or architectural details to reinforce their location.
4. The incorporation of landscape, water features, and other design features are encouraged at intersections or along the development frontage to enhance the view of the structures from the street.

**DRAFT MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, DECEMBER 11, 2018**

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

**ZONING TEXT AMENDMENT**

**SEC. 17.0333(a)**

**RESTAURANTS WITHOUT DRIVE-THROUGH FACILITIES  
OO, MIXED-USE OFFICE OVERLAY DISTRICT**

Zoning Administrator/Planner Wagner provided an overview of this zoning text amendment. (See staff report for details.)

Commissioner Siepert stated he does not have a problem with this. Commissioner Hanna concurred.

Seeing as there were no other comments or questions, Alderman Guzikowski moved that the Plan Commission recommends to the Common Council that Section 17.0333(a) of the Municipal Code be amended as presented, to allow restaurants without drive-through facilities as a permitted use in the OO, Mixed Use Office Overlay District, after a public hearing. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 6:33 p.m.

ATTEST:

\_\_\_\_\_  
Douglas Seymour, Plan Commission Secretary

December 12, 2018  
\_\_\_\_\_  
Date



## COMMON COUNCIL REPORT

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

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

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

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

Beginning Balance	Ending Balance	Interest Earned	Increase/(Decrease)
\$28,690,034.72	\$31,376,990.87	\$57,735.13	\$2,686,956.15

Although there was no tax collection in November, the City received \$4,945,951.21 in shared revenue

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Barbara Guckenberger, CMTW  
City Treasurer

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/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
<b>Tri City National Bank</b>	<b>5,231,344.66</b>	<b>13,022,653.13</b>	<b>(12,624,386.94)</b>	<b>5,629,610.85</b>	<b>10,031.92</b>	<b>2.20000%</b>	<b>17.94%</b>
General Fund	4,586,279.56	12,579,750.36	(12,162,421.09)	5,003,608.83			
Title 125	70,194.92	22,537.00	(16,489.23)	76,242.69			
Police Credit Card	59,882.91	23,443.20	(410.51)	82,915.60			
Parks & Rec Counter Credit Card	23,975.82	3,188.92	(305.79)	26,858.95			
Tax Payment Account #2	23,715.45	-	-	23,715.45			
Parks & Rec Online Credit Card	12,138.43	183.00	(238.02)	12,083.41			
Health Insurance	188,313.90	309,776.92	(444,522.30)	53,568.52			
Tax Payment Account	18,251.71	-	-	18,251.71			
EMS	248,591.96	83,773.73	-	332,365.69			
0	-	-	-	-			
<b>DANA Investment Advisors</b>	<b>5,728,938.79</b>	<b>14,208.74</b>	<b>(3,925.28)</b>	<b>5,739,222.25</b>	<b>14,208.74</b>	<b>2.61%</b>	<b>18.29%</b>
<b>BMO Global Asset Management</b>	<b>4,883,461.04</b>	<b>15,322.35</b>	<b>(2,013.59)</b>	<b>4,896,769.80</b>	<b>7,839.20</b>	<b>2.13%</b>	<b>15.61%</b>
<b>American Deposit Management (ADM)</b>	<b>9,237,431.63</b>	<b>13,600.23</b>	<b>(3,300,000.00)</b>	<b>5,951,031.86</b>	<b>13,600.23</b>	<b>2.28%</b>	<b>18.97%</b>
*ADM General Account Balance	1,518,066.57	1,158.24	(1,500,000.00)	19,224.81	1,158.24		
<b>Local Government Investment Pool (LGIP)</b>	<b>2,741,105.73</b>	<b>13,360,996.42</b>	<b>(7,811,093.76)</b>	<b>8,291,008.39</b>	<b>11,986.11</b>	<b>2.27%</b>	<b>26.42%</b>
*LGIP General Account Balance	1,723,420.45	6,453,111.92	(2,000,000.00)	6,176,532.37	7,160.71		
<b>**Ehlers Investment</b>	<b>867,752.87</b>	<b>3,635.17</b>	<b>(2,040.32)</b>	<b>869,347.72</b>	<b>68.93</b>	<b>2.2928%</b>	<b>2.77%</b>
adj done due to change in stmnt analysis co	867,752.87	3,635.17	(2,182.73)	869,205.31			
<b>Total Balance</b>	<b>28,690,034.72</b>	<b>26,430,416.04</b>	<b>(23,743,459.89)</b>	<b>31,376,990.87</b>	<b>57,735.13</b>		

\*\*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: City of Oak Creek Budget to Actual Report 4<sup>th</sup> Quarter 2018

Recommendation: Informational Presentation

Fiscal Impact: Reviewing the Budget to Actual report ensures that the Common Council is apprised of any fiscal concerns and continues to show the financial stability of the City of Oak Creek.

- 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: Attached is a summary financial report for the General Fund and other Major Funds through the end of the 4<sup>th</sup> quarter 2018. This is a preliminary estimate as Staff is in the process of completing the normal, annual journal entries at year end in advance of the audit. The presentation will focus on the revenues and expenditures through the 4<sup>th</sup> quarter compared to the budget in the General Fund, Solid Waste, WE Energies, Health Insurance, EMS, and Dispatch Fund.

Options/Alternatives:

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Karen Kastenson  
Deputy Comptroller / Payroll Coordinator

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Attachments: 4<sup>th</sup> Quarter Fiscal Year 2018 Financial Summary Report; PowerPoint Presentation

**CITY OF OAK CREEK  
FINANCIAL REPORT  
4TH QUARTER FISCAL YEAR 2018**

**GENERAL FUND REVENUES BY CATEGORY**

	2018 YTD	2018 BUDGET	% OF BUDGET
TAXES	13,116,162	13,116,162	100.00%
OTHER TAXES	2,507,416	2,258,941	111.00%
STATE SHARED REVENUES	5,901,608	5,922,458	99.65%
OTHER INTERGOV'T	73,377	134,347	54.62%
LICENSES/PERMITS	1,734,589	787,875	220.16%
CHARGES FOR SERVICES	631,638	637,100	99.14%
PUBLIC HEALTH & SAFETY	48,843	26,115	187.03%
OTHER (CHAMBER LEASE)	11,000	12,000	91.67%
COMMERCIAL REVENUES	1,617,475	1,249,900	129.41%
TRANSFERS	-	140,210	-

**GENERAL FUND EXPENDITURES BY CATEGORY**

DEPARTMENT	2018 YTD	2018 BUDGET	% OF BUDGET
GENERAL GOV'T	5,952,764	6,319,332	94.20%
PUBLIC SAFETY	11,030,543	11,778,296	93.65%
HEALTH	416,990	476,725	87.47%
PUBLIC WORKS	4,138,068	4,523,071	91.49%
LEISURE SERVICES	1,092,362	1,187,684	91.97%
TRANSFERS OUT	374	-	-

**GENERAL FUND EXPENDITURES BY DEPARTMENT**

DEPARTMENT	2018 YTD	2018 BUDGET	% OF BUDGET
GENERAL GOVERNMENT	2,230,713	2,205,281	101.15%
CENTRAL SERVICES- BLDG MAINT DIV	578,014	674,938	85.64%
CENTRAL SERVICES - IT SERVICES DIV	841,697	922,057	91.28%
CENTRAL SERVICES - ADMIN. SVCS. DIV.	434,988	526,433	82.63%
CENTRAL SERVICES - HR DIV.	213,629	213,567	100.03%
CITY ADMINISTRATOR'S OFFICE	265,902	255,827	103.94%
CITY CLERK	204,670	214,343	95.49%
FINANCE	337,237	367,546	91.75%
TREASURER	188,041	200,951	93.58%
TREASURER - ASSESSOR DIV.	169,163	202,714	83.45%
CITY ATTORNEY	165,942	250,983	66.12%
COMMUNITY DEVELOPMENT	322,768	284,692	113.37%
POLICE	7,706,725	8,357,350	92.21%
MUNICIPAL COURT	145,557	205,891	70.70%
EMERGENCY OPERATIONS	6,279	14,200	44.22%
FIRE	2,043,960	1,851,568	110.39%
ENGINEERING	629,683	753,317	83.59%
ENGINEERING - INSPECTION DIV.	498,339	595,970	83.62%
HEALTH	416,990	476,725	87.47%
DPW- STREETS DIVISION	2,847,582	3,077,807	92.52%
DPW- STREET LIGHTS DIVISION	529,372	632,717	83.67%
DPW- FORESTRY DIVISION	283,842	295,909	95.92%
DPW- PARKS DIVISION	477,272	516,638	92.38%
RECREATION	278,335	302,492	92.01%
LIBRARY	814,027	885,192	91.96%

**CITY OF OAK CREEK  
FINANCIAL REPORT  
4TH QUARTER FISCAL YEAR 2018**

**REVENUES FOR MAJOR FUNDS**

<b>FUND</b>	<b>2018 YTD</b>	<b>2018 BUDGET</b>	<b>% OF BUDGET</b>
<b>General Fund (10)</b>	25,642,109	24,285,108	105.59%
<b>Solid Waste (11)</b>	1,231,002	1,376,933	89.40%
<b>WE Energies (19)</b>	2,250,000	2,253,000	99.87%
<b>Health (36)</b>	6,170,521	6,483,170	95.18%
<b>EMS (37)</b>	5,219,558	5,042,945	103.50%
<b>Dispatch (55)</b>	1,672,843	1,558,796	107.32%

**EXPENDITURES FOR MAJOR FUNDS**

<b>FUND</b>	<b>2018 YTD</b>	<b>2018 BUDGET</b>	<b>% OF BUDGET</b>
<b>General Fund (10)</b>	22,631,100	24,285,108	93.19%
<b>Solid Waste (11)</b>	586,298	1,376,933	42.58%
<b>WE Energies (19)</b>	854,971	2,171,501	39.37%
<b>Health (36)</b>	5,926,993	5,944,500	99.71%
<b>EMS (37)</b>	4,897,861	5,042,945	97.12%
<b>Dispatch (55)</b>	1,588,630	1,558,796	101.91%

**BUILDING UTILITIES - ALL FUNDS**

	<b>2018 YTD</b>	<b>2018 BUDGET</b>	<b>% OF BUDGET</b>
<b>ELECTRIC</b>	275,612	321,175	85.81%
<b>WATER</b>	21,656	22,375	96.79%
<b>NATURAL GAS</b>	53,145	100,345	52.96%
<b>FUEL</b>	191,406	438,792	43.62%



## COMMON COUNCIL REPORT

**Informational:** Library presentation on 2019 department re-organization.

**Fiscal Impact:** Funds were allocated in the 2019 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:** At the beginning of 2019, the Library reorganized its staffing structure and organizational chart. As program attendance, annual visits, and checkouts continue to increase, we anticipate the re-organization will create more efficient and effective staff workflows, increase collaboration and innovation among staff, and provide staff with more managerial oversight and feedback.

The re-organization has already netted several exciting improvements at the Library. A new Imagination PlaySpace in our Youth Services Department has been created. We have added more children’s program offerings with a focus on the five practices of early literacy and most job descriptions have been reviewed and revised to better reflect each position’s duties, responsibilities, and job requirements.

The re-organization also created, within the confines of the library budget, a new position of Access Services Manager. The Access Services Manager will continue to oversee the day-to-day circulation functions of the library, but is also responsible for creating outreach opportunities and fostering partnerships in the community. Moving forward, staffing changes will provide the opportunity to create adult programming, improve collections, and strengthen the educational and recreational support we provide the community.

During the 1st quarter of 2019, Library staff will be undertaking both an internal and external SWOT analysis of library services, to provide quantitative and qualitative data as a first step in cultivating a long range plan for our organization. This analysis will be used to identify the needs of Oak Creek residents, review the effectiveness of current library services, and develop a long range plan to improve and enhance our department in a fiscally responsible manner.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

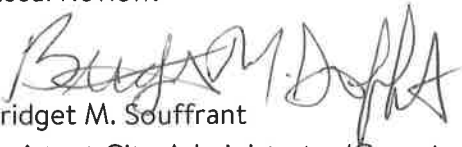
Prepared:

Jill Lininger  
Library Director



Fiscal Review:

Choose an item.



Bridget M. Souffrant

Assistant City Administrator/Comptroller

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**Attachments:**

## COMMON COUNCIL REPORT

- Item:** Master Equity Lease Agreement and Maintenance Agreement with Enterprise Fleet Management
- Recommendation:** Review and approve Resolution 12027-011519, A Resolution Approving and Authorizing Execution of a Master Equity Lease Agreement with Enterprise FM Trust and a Maintenance Agreement with Enterprise Fleet Management.
- Fiscal Impact:** The fiscal impact will fall below the \$90,000 budgeted allocation, but is contingent on when the City actual receives delivery of the vehicles.
- 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

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**Background:** The City SAP has two objectives under the Financial Stability Critical Success Factor as follows:

- 1) Develop strategy and long-range funding plan for capital equipment and infrastructure needs;
- 2) Review fleet lifespan & procurement, leasing.

Since February 2016, staff has been in conversation with representatives from Enterprise Fleet Management regarding opportunities for leasing portions of our fleet. The Council included \$90,000 in the 2019 CIP budget for lifting a fleet leasing pilot off the ground.

The initial leasing includes 14 light-duty (one ton or less) DPW fleet vehicles. The City has not established a depreciation fund or developed standing budget capacity in its CIP to ensure vehicles are rotated out after useful life is met. The average age of our DPW fleet is over 15 years. The City needs to either develop standing (as in every year) budget capacity to purchase vehicles on a rational basis, or we need to have budget capacity for leasing vehicles. The staff feels the consultantship and services Enterprise provides as our purchase and sale agent is a huge asset in selling these vehicles at the most opportune time ("buy" low, sell high), and thus, lowering lifecycle ownership versus what we experience today in holding on to vehicles for as long as possible.

A brief summary of benefits staff feels the City receives in a leasing model is as follows: (Enterprise will present more detailed information on benefits, financial and other):

- 1) A consistent annual budget for vehicle replacement- more proactive versus reactionary;
- 2) Employee safety and satisfaction;
- 3) Financial savings due to fuel economy on newer vs. older vehicles;

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4) Financial savings due to less maintenance/repair costs- City mechanics can spend more time performing repairs are larger vehicles/equipment that is costly to have performed externally, and City, over time, absolves itself on larger repairs on older vehicles it owns.

**Options/Alternatives:** The City can remain status quo and budget vehicles when they absolutely need replacing, we could build in budget capacity to own vehicles, or the City can execute a vehicle leasing program.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Andrew J. Vickers, MPA  
City Administrator

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:

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Attachments: Resolution 12027-011519, Master Equity Lease Agreement, Master Equity Lease Agreement Addendum, Maintenance Agreement

RESOLUTION NO. 12027-011519

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FM TRUST AND A MAINTENANCE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC.

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Master Lease Agreement by and between the City of Oak Creek and Enterprise FM Trust and the Maintenance Agreement by and between the City of Oak Creek and Enterprise Fleet Management, Inc. (the "Agreements") are hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Agreements on behalf of the City.

BE IT FURTHER RESOLVED that amendments to the Agreements that do not substantively change the terms of the Agreements and that are approved by the City Administrator and the City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15<sup>th</sup> day of January, 2019.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Common Council President Kenneth Gehl

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor Daniel J. Bukiewicz

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

  
**enterprise**  
**FLEET MANAGEMENT**

**MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (II) If Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

**enterprise**  
**FLEET MANAGEMENT**

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of January, 2019 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of January, 2019 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Oak Creek ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a)(ii) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$5,000 per occurrence - Collision and \$5,000 per occurrence - Comprehensive).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the \_\_\_\_ day of January, 2019.

\_\_\_\_\_  
City of Oak Creek (Lessee)

\_\_\_\_\_  
Enterprise FM Trust (Lessor)  
By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

  
**FLEET MANAGEMENT**

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and \_\_\_\_\_ ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

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in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_



## COMMON COUNCIL REPORT

Item: Ambulance and related equipment

Recommendation: The Common Council approve the purchase of a 2019 Braun Ambulance with a Ford Chassis from North Central Ambulance and related equipment.

Fiscal Impact: \$269,311 for the ambulance and the remaining funds of \$5,689 for additional equipment to be taken from the Ambulance CIP approved for 2019.

- 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 ambulance committee comprised of fire personnel and the maintenance group at the Street Department reviewed several ambulances on the market. Their recommendation is to purchase a Chief XL type I Braun Ambulance with a 2019 Ford F550 Chassis. Price, service, warranty, ride and work features were all determining factors in selecting the Braun ambulance. This purchase will be the third Braun ambulance in the fleet. This bid includes the graphics package, the stretcher and power load system. The additional funds requested will be used to purchase the Sierra Wireless Device which is approximately \$2,500, the WDA computer, I-pad and stand for \$1,500 and other incidentals such as bracket mounts and miscellaneous loose equipment.

The unit taken out of service will be a 2006 Ford Medtec with 129,000 miles. This unit has reached its life as an ambulance (12 years). Maintenance has increased as well as the ride quality for patients. The new ambulance will become front line at Fire Station 1 and the front line unit located there will become a reserve unit which is a 2007 Ford Medtec with 122,000 miles.

Options/Alternatives: Continue with what we are currently operating with.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Thomas A. Rosandich  
Fire Chief

Fiscal Review:



Bridget M. Souffrant

Assistant City Administrator/Comptroller

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Attachments: Quote from North Central Ambulance

Current Date: 09/14/2018

**Customer Information**

Oak Creek Fire Department  
Mike Havey  
7000 South 6th Street  
Oak Creek, WI 53154  
414-570-5620  
haveym@oakcreekwi.org

**Shipping Information**

NCEV  
Cyrea Lynch  
[wisales@northcentralambulance.com](mailto:wisales@northcentralambulance.com)  
18448 County Road 9  
Lester Prairie, MN 55354  
320-395-2911  
320-613-6057

Exp. Date: 11/13/2018

**Quote No: 10210-0016**

Job/Order No:

PART NO	DESCRIPTION	QTY	EXTENDED
	== Chief XL 2018 Type I MOD 172" - 18.100 05/02/17 ==	1	0.00
	KKK FEDERAL SPECIFICATION REQUIRED	1	0.00
	KKK CHANGE NOTICE 8 REQUIRED	1	0.00
00-01-0018	BIDDER KKK-A-1822F CHANGE NOTICE 8 COMPLIANT	1	0.00
00-01-0019	BIDDER KKK-A-1822F CHANGE NOTICE 9 COMPLIANT	1	0.00
00-01-0020	BIDDER KKK-A-1822F CHANGE NOTICE 10 COMPLIANT	1	0.00
00-01-0031	NO PERFORMANCE BOND REQUIRED No Performance Bond Required	1	0.00
00-01-0041	NO BID BOND REQUIRED No Bid Bond Required	1	0.00
00-01-0051	NO REQUIRED DELIVERY DATE No Specific Required by Delivery Date	1	0.00
00-01-0053	PRECONSTRUCTION MEETING NOT REQUIRED / REQUESTED The purchaser and / or end user does not wish to request a Pre-Construction meeting with the manufacturer.	1	0.00
00-01-0061	PURCHASE AGREEMENT	1	0.00
00-01-0062	LEAD TIME DEFINED	1	0.00

PLEASE NOTE: Vehicle lead time is established upon date of accepted order and receipt of chassis.

00-01-0091	REQUIRED REMAINING EQUIPMENT PAYLOAD:	1	0.00
	The required remaining equipment payload for this unit is: _____		
00-01-0232 10	TYPE I - AMBULANCE - CHIEF XL I - 74" INTERIOR HEADROOM 2018 CHIEF XL I - 172" MODULE CHASSIS PACKAGES	1	143,624.00
		1	0.00
10-01-0199	CHASSIS - FORD F-550 CHASSIS, 193" WB 4 x 4 2019 Chassis is to be ordered Vermillion Red	1	52,677.00
10-08-0000	* * NO CUSTOM CHASSIS REQUIRED * * NO SPECIAL CHASSIS QUOTED	1	0.00
20-10-0099	FUEL TANK - FULL UPON FACTORY RELEASE	1	0.00
20-10-0103 70	SUSPENSION - LIQUID SPRING Liquid Spring STD	1	0.00
20-10-0206	BATTERY - TWO SYSTEM - F SERIES CHASSIS	1	0.00
20-10-0603	ENGINE BLOCK HEATER - OEM PLUG	1	0.00
20-20-0133	FLOOR CONSOLE - ANGLED FACE REMOVABLE PLATES - ALUMINUM The console shall be built per the attached layout and will contain a cut out for a Motorola radio head.	1	0.00
20-20-0251	HEAT SHIELDS	1	0.00
20-20-0277	HIGH IDLE SYSTEM, AUTOMATIC	1	0.00
20-30-0202	MIRRORS, EXTERIOR OEM MANUAL TELESCOPING W/REMOTE & HEAT	1	0.00
20-30-0261	OEM AUTO-LOCK DISABLED (cab & module doors do not auto lock or unlock) The OEM auto-lock feature will be disabled.	1	0.00
20-30-0806	RUNNING BOARDS - STAR PUNCHED DIAMOND PLATE	1	0.00
20-40-0206	WHEEL SIMULATORS, STAINLESS STEEL WITH VALVE STEM EXTENSIONS	1	0.00
20-SP-0001	BUMPER POLES Bumper poles with amber turn indicators on the left and right of chassis bumper. Located per dwg. #1.	1	210.00
	ELECTRICAL SYSTEM FEATURES	1	0.00
30-06-0004	ELECTRICAL SYSTEM - WELDON V-MUX, MICRO PROCESSOR BASED A Weldon V-MUX 100% solid state microprocessor based multiplex system shall be installed to control the electrical functions: (1) color control console (Vista) in the cab / (1) color control console (Vista) in the patient compartment / (3) control nodes: (2) High Content nodes and one (1) 8 X 16 node / cab warning display	1	0.00
30-06-0010	VISTA IV MCC - PUSH BUTTON	1	0.00
30-06-0015	VISTA IV ACP - PUSH BUTTON	1	0.00
30-06-0026	WARNING DISPLAY - MULTIPLEX ELECTRICAL SYSTEM	1	0.00



30-06-0050	DAYTIME RUNNING LAMPS - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0076	MASTER CONTROL CONSOLE (MCC) - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0101	ATTENDANT CONTROL PANEL (ACP) - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0126	ELECTRICAL COMPARTMENT (PDQ) - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0150	SPARE CIRCUIT - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0175	WIRING HARNESS CONNECTORS - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0200	RADIO TIE-IN POINTS - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0225	EMERGENCY MASTER SWITCH - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0250	CONTROL PANEL SWITCHES - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0275	MODULE POWER SWITCH - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0285	MODULE DISCONNECT - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0300	VOLTMETER - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0325	FLASHER - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0350	FLASHING HEADLIGHTS - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0375	PARK OVERRIDE - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0400	LOAD MANAGER-SEQUENTIAL SWITCHING SYSTEM - MULTIPLEX ELECTRIC SYS	1	0.00
30-06-0410	WARNING LIGHTS FLASH PATTERN SIGNAL ALERT 75 - MULTIPLEX ELECTRICAL	1	0.00
	The default flash pattern for the vehicle warning lights shall be Signal Alert 75.		
30-06-0450	FRONT CLEAR DISABLE SWITCH - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0475	CURBSIDE SCENE LIGHTS "ON" WITH CURBSIDE DOOR - MULTIPLEX ELECTRICAL	1	0.00
30-06-0500	REAR SCENE LIGHTS "ON" WITH REAR DOORS OPEN - MULTIPLEX ELECTRICAL S	1	0.00
30-06-0525	DISABLE SWITCH FOR REAR SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0550	DISABLE SWITCH FOR SIDE SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-06-0575	REVERSE (TRANSMISSION) FUNCTIONS - MULTIPLEX ELECTRICAL SYSTEM	1	0.00
30-10-0030	BACKUP ALARM	1	0.00
30-10-0071	CAMERA REAR VIEW - SINGLE SYSTEM - VISTA SCREEN	1	0.00
	Install camera system rear view, tied to M-Tech display screen. Per Dwg #2		
30-10-0110	ELECTRICAL CIRCUITS	1	0.00
30-10-0190	GROUND FAULT CIRCUIT INTERRUPTER (GFCI)	1	0.00
30-10-0262 10	INVERTER, VANNER - 1050 WATT, #20-1050CUL-DC CHARGER	1	1,403.00
	Vanner 20-1050CUL 1050-DC watt inverter with battery conditioner/charger, w/remote switch - non-hardwired shall be installed in OSS #2		
30-10-0291 20	LIGHT, ATTENDANT CONTROL PANEL AREA - LED - WARM WHITE	1	0.00
	A Tecniq Silho-X 2.75" round warm white LED light with SS trim ring, shall be mounted above the left wall forward action area counter. The light shall be operated through the a button on the ACP Vista screen labeled "Attendant Light". (Braun #26415)		
30-10-0310	LIGHT, LED ELECTRICAL COMPARTMENT (PDQ)	1	0.00
	A 12 VDC light shall be located in the PDQ. The light shall be wired "battery-hot" to activate when the PDQ door is in the open position. The light shall be off when the door is in the closed position.		
30-10-0390	LIGHT, MAP LIGHT HALOGEN 12" WITH FLEXIBLE NECK & RED LENS	1	79.00
	Install 12" halogen high intensity map light with flexible neck and red filter lens on the cab console. (LF12ERB) Braun #18685		
30-10-0412	LIGHTS, OSS COMPARTMENTS - LED ROPE	1	578.00

Each outside storage compartment shall be equipped with LED rope lighting which shall be located across the top and down both sides of the door opening, IPOS. This includes all 5 OSS compartments (not the battery compartment)

30-10-0431	LIGHT, STEPWELL - CURBSIDE DOORWAY - 2" LED SURFACE MNT Light, stepwell - side doorway, Whelen 2" LED (#18105 with surface mount flange #27190). See Dwg #7	1	116.00
30-10-0464	LIGHT, SPOTLIGHT - GOLIGHT BLACK DASH MNT & HAND REMOTE A Golight #GL-3049 black permanent mount spotlight shall be installed on the cab roof. Operated via Wireless Dash-Mount and Hand held remote. See Dwg #1	1	371.00
30-10-0502	LIGHTS, INTERIOR - WHELEN MINI LED BRAKE/TURN REAR HEADPAD Install Whelen Mini LED turn signal and brake light on rear headpad above the rear doors IATS. (amber / red / amber)	1	166.00
30-10-0536	OUTLETS, 125VAC - SIX (6) INTERIOR DUPLEX One (1) in forward action area (std). Located per dwg. #5. One (1) in rear action area (std). Located per dwg. #5. One (1) in lower front wall cabinet #2 (std). Located per dwg. #7. One (1) located on the curbside wall above the head end of the squad bench. Located per dwg. #6. One (1) located on the curbside wall above the foot end of the squad bench. Located per dwg. #6. One (1) located in the cab on the floor behind the driver's seat.	1	248.00
30-10-0543	OUTLETS, 12VDC - TWO (2) INTERIOR POWERPOINT	1	0.00
30-10-0571	USB - DUAL OUTLET, ONE (1) INTERIOR One (1) dual USB 5 volt 2.1 amp panel mount outlet (dual ports) shall be installed in the patient compartment. The outlet shall have power and ground for charging equipment, such as cell phones, iPad, etc... The location of the outlet shall be in the primary action area located per dwg. #5. (Braun part #19277)	1	86.00
30-10-0663	RADIO ANTENNA BASES - FOUR (4) Antenna Base - Install two (2) additional base and coax, Two (2) antenna base shall terminate in the PDQ. Two (2) bases will terminate in the vented radio cabinet.	1	472.00
30-10-0670	RADIO TIE-IN POINT - (1) 12V/25 AMP - CAB CONSOLE AREA  One (1) set of 12 volt /25 amp radio tie-in points shall be installed in the cab console area of the unit. The set shall include one (1) Battery Hot, one (1) Ignition Hot, and one (1) "Grounded" junction stud.	1	169.00
30-10-0723	RECEPTACLE SHORELINE INLET-SUPER 20 AMP, AUTO EJECT Install a Kussmaul 20 AMP super auto eject shoreline inlet receptacle with yellow cover on the module exterior (forward street side) near the driver's door.	1	0.00
30-10-0753	SIREN, WHELEN 295-HFSA7-REMOTE WITH MICROPHONE A Whelen 295-HFSA7 remote dual siren amplifier shall be flush-mounted in the master control console located in the cab. The siren shall be capable of hands-free operation and shall be equipped with a noise canceling microphone.	1	0.00
30-10-0812	SIREN SPEAKERS, CAST PRODUCTS - IN FRONT BUMPER	1	0.00

Two (2) Cast Products - 100-watt siren speakers, shall be installed in outer ends of the front bumper.

30-10-0901	SYSTEM ACTIVE AND CHECK OUT LIGHTS - 15 MINUTES	1	0.00
30-10-1041	TRAFFIC ADVISOR - DO NOT FLASH WITH EMERGENCY LIGHTS The traffic advisor shall be controlled independently through the control head.	1	0.00
30-11-0104	LIGHTS, DOME LED (8) Whelen Eight (8) Whelen #LED (80C0EHCR) dome lights, shall be installed IPOS. See dwg #9	1	98.00
30-11-0155	LIGHTS, DELETE LIGHTS ON PANEL STREETSIDE - ANGLED The angled lights on the street side of the module have been deleted due to the modifications made to the streetside cabinets. Per dwg. #5.	1	(148.00)
30-11-0176	LIGHTS, TECNIQ LED PANEL (2) CURBSIDE - ANGLED Two (2) Tecniq (E30-L010-1) 21 LED lights curb side (Braun #27469). See Dwg #6	1	0.00
	EXTERIOR LIGHTING	1	0.00
30-25-0122	LIGHTS, ICC / LED CLEARANCE - ON MODULE FRONT - TECNIQ The vehicle shall have five (5) amber Tecniq LED (S33-AA00-1) clearance / ICC lights on the front of the module near the roof line. Per Dwg #1	1	0.00
30-25-0123	LIGHTS, ICC / LED CLEARANCE - ON MODULE REAR - TECNIQ The vehicle shall have five (5) red TECNIQ LED (S33-RR00-1)clearance / ICC lights on the rear of the module near the roof line. Per Dwg #2	1	0.00
30-25-3152	LIGHTS, FRONT GRILLE - (4) WHELEN 500 SUPER LED (2-RED/2-CLEAR) Install Four (4) Whelen 500 series super LED warning lights, two (2) red with clear lens, and two (2) clear with clear lens shall be installed in the grille area of the chassis IPOS. Lights to flash in an X pattern. Per Dwg #1	1	375.00
30-25-4302	LIGHTS, FRONT MODULE - WHELEN (7)M9 - (6)RED, (1)CLEAR LED W/CLEAR LEI Seven (7) Whelen M9 series super LED lights with chrome flanges shall be installed on the module front. There shall be six (6) red w/clear lens and one (1) center clear light. IPOS	1	659.00
30-25-4503	LIGHTS, FRONT MODULE TURN SIG - WHELEN M6 LED ARROWS AMBER One (1) pair of Whelen M6 LED amber turn arrows in chrome flanges shall be mounted on the front of the module under the warning lights.	1	353.00
30-25-4902	LIGHT, TOMAR PRE-EMPTION TRAFFIC CONTROL SYSTEM A Tomar pre-emption traffic control system shall be provided and installed. The light shall be installed on the front of the module and shall be programmed to shut off when the vehicle is placed in park. (Braun #17791)	1	1,044.00

30-26-2002	TRAFFIC ADVISOR LIGHTBAR, REAR OF MODULE - WHELEN #TAL-85 LED DIREC	1	935.00
	A Whelen #TAL-85 LED directional light bar shall be installed on the rear of the module per dwg #2. The directional light bar shall have a multi-function controller mounted in the OEM chassis cab on the console. The console shall have a cut out on top plate to accommodate multifunction controller switch.		
30-26-3010	LIGHTS, REAR TAIL - WHELEN M6 LED STOP, TURN, & BACK-UP	1	474.00
	One (1) pair each of Whelen M6 series LED stop/tail lights, turn lights, and back-up lights with chrome flanges shall be installed on the rear of the module. IPOS		
30-26-5103	LIGHTS, REAR WINDOW-LEVEL - WHELEN (2) M9 SUPER LED - RED	1	191.00
	Two (2) Whelen M9 series red super LED lights w/clear lens and chrome flanges shall be installed on the rear of the module at window level, one (1) on each side IPOS. Per dwg #2		
30-26-6134 10	LIGHTS, REAR MODULE -WHELEN (2) M9 RED, (2) M6 LED SCN-CLR. (1) M6 REI	1	553.00
	Two (2) Whelen M9 series red super LED warning lights w/clear lens, two (2) Whelen M6 series LED scene/load lights and one (1) M6 red with clear lens, shall be installed on the rear of the module w/chrome flanges IPOS. See dwg #2		
30-26-7002	LIGHT, LICENSE PLATE LED	1	0.00
30-27-1102	LIGHTS, ICC / LED CLEARANCE - ON MODULE SIDE - TECNIQ	1	0.00
	The vehicle shall have two (2) Tecniq (S330) red mini LED marker lights : one (1) red on each side at the rear of the vehicle which will also flash with turn signal. Per Dwg #3 and #4		
30-27-1114	LIGHTS, INTERSECTION FRONT - WHELEN M2 SUPER LED - RED W/CLR LENS	1	51.00
	Two (2) Whelen M2 series red super LED warning lights, with clear lens and water-proof connectors shall be mounted on the front chassis fenders, one (1) on each side.		
30-27-2011	LIGHTS, SIDE MODULE SCENE - WHELEN M9 - CLEAR (4)	1	1,320.00
	Four (4) Whelen M9 series LED scene lights with chrome flanges shall be installed IPOS (27214 - M9LZC)		
30-27-3041	LIGHTS, SIDE MODULE WARNING - WHELEN M9 SUPER LED - RED W/CLEAR LEI	1	383.00
	Four (4) Whelen M9 series red Super LED warning lights with clear lenses and chrome flanges shall be installed IPOS		
30-27-4120	LIGHTS, INTERSECTION REAR - WHELEN M7 SUPER LED - RED W/CLEAR LENS	1	142.00
	Install Whelen M7 red Super LED rear intersection lights with clear lens and chrome flange IPOS		
30-SP-0002	PROGRAMMING - CUSTOM	1	105.00
	The Master Tech electrical system will be programmed to automatically turn on the module disconnect and inverter with the ignition on.		
30-SP-0003	12VDC SWITCHED POWER AND GROUN IN OSS#2	1	149.00

A 12VDC switched power and ground harness with an 18" service loop shall be installed in the upper forward corner of OSS #2

38-01-0101	CUSTOMER SUPPLIED ANTENNA WITH CABLE - ONE (1) IATS AND SIERRA WIRE One (1) Customer supplied Sierra Wireless mobile gateway with antenna and cable to be installed in the vented radio cabinet. The antenna will be above the PDQ per dwg. #9. (BRAUN P/N 07768-1)	1	65.00
	MODULE BODY CONSTRUCTION AND CONNECTIONS	1	0.00
39-00-0001	MODULE BODY CONSTRUCTION - SEAMLESS	1	0.00
39-00-0002	SOLE SOURCE MODULE BODY CONSTRUCTION	1	0.00
39-00-0005	AWS ALUMINUM CERTIFIED WELDERS	1	0.00
39-10-0003	CONNECTIONS, MODULE	1	0.00
	MODULE FEATURES / EXTERIOR	1	0.00
40-00-0009	ALUMINUM PARTS - MODULE EXTERIOR	1	0.00
40-00-0010	CORROSION MINIMIZATION - MODULE	1	0.00
40-00-0019	DOOR SKINS, OUTSIDE STORAGE COMPARTMENTS - DIAMOND PLATE INTERIO The interior door skins for all outside storage compartments shall be constructed of .063" thick aluminum diamond plate.	1	0.00
40-00-0020	DOOR CONSTRUCTION - GASKET PLACEMENT	1	0.00
40-00-0030	EXTERIOR COMPARTMENTS DESIGN	1	0.00
40-00-0050	EXTERIOR COMPARTMENTS, VENTING	1	0.00
40-00-0055	EXTERIOR COMPARTMENTS, VENTING - OXYGEN STORAGE	1	0.00
40-00-0060	EXTERIOR COMPARTMENTS - SWEEP-OUT	1	0.00
40-00-0070	HANDLES, EBERHARD - CHROME FREE FLOATING TYPE	1	0.00
40-00-0080	INSULATION - POLYURETHANE SPRAY FOAM	1	0.00
40-00-0091	THRESHOLD, STAINLESS STEEL - ALL OSS STORAGE COMPARTMENTS	1	0.00
40-10-0006	HANDLE, ASSIST - STAINLESS STEEL - EXTERIOR CURBSIDE One (1) stainless steel assist handle (1-1/2") diameter x (12") long shall be provided and installed on the exterior curbside of the module, rearward of the hinged passage door. IATS, per dwg. # 4.	1	248.00
40-10-0044	PACKAGE - HINGED DOOR - MODULE CURBSIDE The hinged module door shall be moved two (2) inches toward rear from standard to allow wider OSS #5	1	1,405.00
40-10-0046	DOOR HINGED - MODULE CURBSIDE PASSAGE Install hinged curb door IPOS EZ Glide	1	0.00
40-10-0072	LOWERED MODULE SIDES	1	0.00
40-10-0088	DOORS - REAR PASSAGE	1	0.00
40-10-0103	FENDERETTES - POLISHED ALUMINUM	1	0.00
40-10-0120 10	HOLD-OPEN - REAR DOORS - GRABBERS Door grabbers (1 pair) with hard rubber inserts shall be installed on the rear doors. Reference dwg #2 for location.	1	0.00
40-10-0151	SWITCH UNLOCK, WATERPROOF - HIDDEN IN FRONT GRILLE AREA	1	0.00

An exterior hidden door unlock switch shall also be included and located in the front grille area.

40-10-0189 20	LOCKS POWER - PASSAGE, COMPARTMENTS, KEY FOBS Install power door locks on module passage doors, and (6) OSS compartments, use OEM key fobs.	1	303.00
40-10-0204	MUD FLAPS, REAR - BLACK RUBBER FIBERGLASS REINFORCED - THREE COLOR	1	0.00
40-10-0266	REAR STEP/BUMPER -FLIP-UP CENTER SECTION - STAR PUNCHED AND ANODIZI	1	0.00
40-10-0280	RUB RAILS, ANODIZED ALUMINUM Bright dip anodized polished aluminum rub rails shall be installed on the lower sides of the body below the outside compartment sill areas. The rub rails shall be offset 3/16" from the body to facilitate wash down of road debris.	1	0.00
40-10-0321	STEPWELL, CURBSIDE DOORWAY - MID STEP AREA	1	0.00
40-10-0340	STONE GUARDS, MODULE FRONT - ANODIZED DIAMOND PLATE	1	0.00
40-10-0360	KICKPLATE/THRESHOLD, REAR DOORWAY - ANODIZED DIAMOND PLATE A bright dip anodized aluminum diamond plate kick plate shall be installed at the rear exterior doorway, providing a kick / scuff plate at the rear of the vehicle above the rear step, per dwg. # 2.	1	0.00
40-10-0381	TOW HOOKS, MODULE REAR	1	0.00
40-10-0505	WINDOWS, PASSAGE DOOR - (CURB SLIDING, REAR FIXED)	1	0.00
40-15-0046	TURTLE TILE MATTING (BLACK) - BOTTOM OF OUTSIDE COMPARTMENTS Install Black Turtle Tile with ramps to the floors of the standard OSS compartments #1, #2, #3, #4, #4C and #5.	1	493.00
40-SP-0001	MODULE MODIFICATION The module is to be 172" long with 74" of headroom.	1	5,790.00
40-SP-0003	#4C COMPARTMENT, CURBSIDE OVER WHEELWELL There will be a pull out drawer on the curbside of the vehicle. This should be wider than unit 7179. Maximize the width of this and widen it to where the interior sharps and waste containers are stored. There should be inside/outside access to the top of this compartment from the squad bench.	1	1,673.00
41-01-0208	OUTSIDE STORAGE #1 - STREETSIDE FORWARD - OXYGEN STORAGE Oxygen Location - Locate cylinder in OSS #1, includes necessary O2 system and OSS #1 compartment changes.	1	0.00
42-01-0202 10	OUTSIDE STORAGE #2 - STREETSIDE CENTER	1	0.00
42-02-0056	DELETE SHELF TRACK - EXPOSED - OSS #2 Shelf track has been deleted due to the shelf being deleted.	1	0.00
42-02-0107 10	SHELF ONE (1) IN OSS #2---DELETE Delete the standard shelf in OSS #2.	1	(151.00)
43-01-0204	OUTSIDE STORAGE #3 - STREETSIDE REAR - SHORT DOUBLE DOOR  OSS #3 has been modified and is to be built per dwg. #3 dimensions. This will delete the inside/outside access of the compartment. Per dwg. #3.	1	315.00
43-02-0051	SHELF TRACK - EXPOSED - OSS #3-DELETE Delete exposed shelf track in OSS #3.	1	(153.00)
43-02-0108	SHELF ONE (1) IN OSS #3--DELETE	1	(151.00)

44-01-0215	10	Delete the std shelf in OSS #3. No shelf tracking. OUTSIDE STORAGE #4A BOARD/SCOOP, #4B W/OUTSIDE ACCESS-MODIFIED	1	942.00
44-02-0054		OSS #4 has been modified (width) due to the module being extended. Compartment is to be built per dwg. #4 dimensions. Per dwg. #4. SHELF TRACK - EXPOSED - OSS #4	1	219.00
44-02-0107		Install exposed shelf track in OSS #4 (Exposed tracks will be welded in place and coated with Gatorhyde material for a cleaner look and no exposed fasteners)		
44-02-0107		SHELVES TWO (2) IN OSS #4	1	430.00
45-01-0203		Install two (2) adjustable shelves in OSS #4. OUTSIDE STORAGE #5 - CURBSIDE FORWARD-MODIFIED	1	1,192.00
		OSS #5 has been modified (width) due to the relocation of the curb door. Compartment is to be built per dwg.#4 dimensions.The #5B compartment will have a vertical compartment divider flush with the striker pin to protect equipment when storing and removing.		
		MODULE INTERIOR / PATIENT COMPARTMENT FEATURES	1	0.00
50-00-0202		ROUNDED INTERIOR CORNERS	1	0.00
50-01-0408		LATCHES, CABINET, CN10 COMPLIANT AS APPLICABLE Install latches per drawings.	1	202.00
		LEFT WALL CABINETS	1	0.00
50-10-0117		CABINET - LEFT WALL, UPPER REAR #1 - RESTOCKING HINGE (UP)-MODIFIED Left wall cabinet #1 has been modified (width and height) due to the deletion of the angled LED lights the exhaust vent being relocated and the module being extended. Left wall cabinet #1 is to be built per dwg. #5 dimensions. Cabinet is to have a fixed center divider with one (1) adjustable shelf each side of the fixed divider. Cabinet is to be enclosed by a set of sliding polycarbonate doors that are attached to flip-up restocking frame. Per dwg. #5.	1	289.00
50-10-0229		LEFT WALL - ATTENDANT CONTROL PANEL - HINGED PANEL	1	0.00
		The color micro processor screen shall be installed on an angled hinged access panel and secured with two (2) latches. The panel will be located to the immediate right of the attendant's seat. The forward portion of the panel will contain a flat area that may be used for future radio mounting etc.		
50-10-0234		CABINET - LEFT WALL, UPPER OVER PANEL #2 RESTOCKING HINGE-MODIFIED	1	289.00
		Left wall cabinet #2 has been modified (height and width) due to the deletion of the angled lights and the extended action area. Cabinet is to be built per dwg. #5 dimensions. Cabinet is to have a fixed center divider with one (1) adjustable shelf each side of the fixed center divider. Cabinet is to be enclosed by a set of sliding polycarbonate doors that are attached to a flip-up restocking frame. Per dwg. #5.		
50-10-0342		CABINET - LEFT WALL, LOWER REAR #3 -INSIDE ACCESS ONLY RESTOCKING HIN	1	425.00

	<p>Left wall cabinet #3 has been modified due to the modifications made to OSS #3. Cabinet is to be built per dwg. #5 dimensions. Cabinet will have inside access only. Cabinet will have a total of two (2) adjustable shelves. Cabinet is to be enclosed by a set of sliding polycarbonate doors that are attached to a flip-up restocking frame. Per dwg. #5.</p>		
50-10-0422	LEFT WALL TIP-OUT #4 & #5	1	549.00
	<p>Delete the standard left wall cabinet #4 and install two (2) tip-out drawers that are built per dwg. #5 dimensions. The top drawer will be a tip-out sharps and the bottom drawer will be a tip-out trash. Both tip-outs are to be secured with Southco stainless steel flush pull locking latches. Per dwg. #5.</p>		
50-10-0602	PRIMARY ACTION AREA-MODIFIED	1	0.00
	<p>Primary action area has been modified (length) and is to be built per dwg. #5 dimensions. Per dwg. #5.</p>		
50-10-0635	SECONDARY ACTION AREA-MODIFIED	1	0.00
	<p>Secondary action area has been modified (width) and is to be built per dwg. #5 dimensions. Per dwg. #5.</p>		
50-10-0705	CABINET/DRAWERS UNDER PRIMARY ACTION AREA	1	1,603.00
	<p>Under the primary action area there is to be a total of three (3) drawers, one (1) open angled storage slot and one (1) cabinet. The three (3) drawers #6, #6A and #7 are to be built per dwg. #5 dimensions and location. Each drawer is to be secured with a Southco stainless steel flush pull locking latch. Under drawer #7 is to be an open angled storage that is to be built per dwg. #5. To the right of the #7 drawer and the open angled storage slot is to be left wall cabinet #9. Cabinet is to be built per dwg. #5 dimensions. Cabinet is to have one (1) adjustable shelf and be enclosed by a set of sliding polycarbonate doors. Per dwg. #5.</p>		
50-20-0145	CABINET - FRONT WALL, UPPER #1-MODIFIED	1	135.00
	<p>Upper front wall cabinet #1 has been modified due to the modifications made to the lower front wall cabinet. Upper front wall cabinet is to be built per dwg. #7 dimensions. Cabinet will not have any shelves. Cabinet is to be enclosed by a lift-up aluminum door with a hold-open. Door is to be secured with a center squeeze latch. Per dwg. #7.</p>		
50-20-0289	CABINET - FRONT WALL, LOWER #2 - INSIDE/OUTSIDE ACCESS-MODIFIED	1	1,565.00
	<p>Lower front wall cabinet #2 has been modified and is to be built per dwg. #7 dimensions. Cabinet will consist of an upper and lower cabinet that is open to the inside and the outside, the center will have a drawer with a simplex lock on it. The entire cabinet will be behind a Robinson non-locking roll up door. The upper portion is to have an adjustable shelf. The lower section is 20" tall with a sweep out floor (no lip) and no shelf.</p>		
50-20-0381	CABINET - FRONT WALL, LOWER BELOW PDQ (SINGLE VENTED DOOR)	1	0.00
	<p>Install one (1) side hinged vented aluminum door on the cabinet below the PDQ. (cabinet door opening towards the rear of the truck). Door to be secured with a chrome locking lever latch.</p>		



50-20-0507	PASS THROUGH - CAB TO MODULE, WINDOW OPENING	1	0.00
50-30-0108	CABINET - RIGHT WALL, REAR DELETE Delete interior rear curbside cabinet and aluminum shelves.	1	(231.00)
50-31-0018	CABINETS - RIGHT WALL, UPPER , ANGLED PANEL WITH LIGHTS  Install right wall cabinets #1, #2 and #3 per dwg. #6 dimensions and location. Right wall cabinets #1 and #2 will be built per dwg. #6 dimensions. Each cabinet will have one (1) fixed center shelf in each cabinet with three (3) adjustable dividers above and below each fixed shelf. Each cabinet will be enclosed by a hinged polycarbonate door with aluminum handles and center squeeze latches. Right wall cabinet #3 is to be built per dwg. #6 dimensions. Cabinet will not have any shelves. Cabinet is to be enclosed by a top hinged polycarbonate door with a Southco stainless steel flush pull locking latch. Per dwg. #6.	1	1,453.00
50-41-0203	HEAT/AIR CONDITIONING, PROAIR IW-3856 580 CFM 4X4 HEAT/AC CORE  Install ProAir IW-3856 with 4x4 AC/Heat Core in the upper front wall.	1	0.00
50-41-0210	* * NO CONDENSER - MODULE FRONT, TOP CENTER MOUNT * *	1	0.00
50-50-0027	SEATING - SQUAD BENCH BASE FIXED WITH ONE SINGLE EVS 4-POINT SEAT The squad bench will have a flip-up cushion to allow inside/outside access to OSS #4C with one single EVS 4-point seated position. Per dwg. #6,	1	(955.00)
	ATTENDANT SEATING	1	0.00
50-50-0104 20	ATTN SEAT - EVS HiBAC, INTEGRAL CHILD, SWIVEL BASE CN8 COMPLIANT  A rear facing EVS HiBAC attendant seat shall be installed at the head of the patient cot. The seat shall be equipped with a sliding swivel base and incorporate an integral child safety restraint system. The seat shall be KKK-A-1822F Change Notice 8 compliant with V4 harness style shoulder / seat belt and conform to all applicable FMVSS and SAE J3026 requirements. Documentation from a certified independent testing facility shall be required stating the seat has passed SAE J3026 requirements and tested in accordance with SAE J2917, Occupant Restraint and Equipment Mounting Integrity – Frontal Impact System-Level Ambulance Patient Compartment and SAE J2956, Occupant Restraint and Equipment Mounting Integrity – Side Impact System-Level Ambulance Patient Compartment. The seat shall be padded and covered with color coordinated, cushioned vinyl. Seat is to be located per dwg. #9.	1	(197.00)
50-50-0318	CPR SEAT HINGED WITH EVS SEAT The CPR seat will be raised up 2" to allow for storage underneath with a hinged seat. The seat will be an EVS 4-point harness.	1	146.00
	PACKAGE SQUAD BENCH	1	0.00
50-50-0522	SQUAD BENCH LID - WITH SHARPS AND TRASH ACCESS	1	0.00

The squad bench lid area shall be 15.75" wide x 77.00" long. The squad bench cushion shall be covered with color coordinated vinyl upholstery material and shall be one-piece, liftable on a full length continuous hinge. The squad bench cushion upholstery shall be sewn with seams only at the vertical corners to minimize entrapment of fluids. An automatic latching fastener shall be installed to secure the squad bench lid in the closed position. Provisions shall be made for the sharps and trash containers to be installed in the squad bench base with access via a hinged clear acrylic door on top of the forward end of the squad bench. Lifting the squad bench seat will provide inside/outside access to OSS #4C

50-50-0541	HOLD OPENS - SQUAD BENCH LID - GAS CYLINDERS	1	0.00
50-51-1001	CABINET CONSTRUCTION - INTERIOR - ALUMINUM	1	0.00
50-51-1011	RECESSED ADJUSTABLE SHELF TRACK - CABINETS Install recessed adjustable shelf track in cabinets.	1	0.00
50-51-2001	CABINET DOORS - BRONZE POLYCARBONATE Bronze	1	0.00
50-51-3001	CABINETS/ WALLS - POLYCHROMATIC COATING - MARBLE STONE Headliner, walls, cabinet faces, and cabinet interiors MultiSpec color to be #99-7371 Marble Stone	1	0.00
50-51-4011	COUNTER TOP - SOLID ACRYLIC - RAVEN BOULDER (BLACK) A Meganite solid acrylic counter top, Raven Boulder (black) #810,	1	0.00
50-51-5001	UPHOLSTERY - PATRIOT PLUS CHARCOAL #8605 All cushions, head pads and seating surfaces shall be covered with Patriot Plus Charcoal #8605 expanded vinyl upholstery material.	1	0.00
50-51-6003	LONPLATE II, NON-SLIP EMBOSSED SM. GRID - MIDNIGHT #443TX The floor in the patient compartment shall be covered with Lonseal brand "Lonplate II" non-slip; small grid (embossed) Midnight #443TX,	1	0.00
	COT MOUNT FASTENERS	1	0.00
50-58-0001	COT MOUNT / FASTENER FEATURES	1	0.00
	OPTIONAL PATIENT COMPARTMENT ITEMS	1	0.00
50-60-0018	ASPIRATOR / SUCTION - SSCOR - WITH ELECTRIC PUMP - RECESSED A SSCOR suction system shall be recessed into the street side lower interior wall near the attendant's seat. The 12 VDC SSCOR electric vacuum pump to be installed in the standard OSS compartment (must use SSCOR pump and tubing)  Lower the suction as much as possible. Make it on a pull out drawer and a notch for tubing. Refer to truck #6813.	1	456.00
50-60-0031 30	ASSIST HANDLES, (3) 'V' STAINLESS STEEL, (3) SS A total of six (6) assist handles shall be provided: three (3) 1-1/4" diameter stainless steel 'V' handles, one (1) on each passage door; and three (2) 24" SS and (1) 12" SS assist handles: two (2) handles at the rear doorway, and one (1) at the curbside doorway.	1	305.00
50-60-0098	CLOCK - DIGITAL- INTELLITEC 12VDC MULTI FUNCTION - RR HDPAD	1	362.00

50-60-0170	Intellitec digital clock shall be installed in the headpad above the rear doors. COT WHEEL PLATES - STAINLESS STEEL, CENTER MOUNTED Install Cot Wheel Plates - stainless steel, center mounted Front-To-Rear Per dwg #9.	1	296.00
50-60-0186	COT FASTENER - CUSTOMER SUPPLIED STRYKER POWER LOAD SYSTEM - CENTE Install a Customer Supplied Stryker Power Load Cot System IPOS (center position). (does not include the cot) (BRAUN P/N 07768-3)	1	(1,097.00)
50-60-0220	EMBLEMS / SIGNS - REAR PATIENT COMPARTMENT	1	0.00
50-60-0256	EXHAUST VENTILATOR, 3-SPEED - MULTIPLEX ELECTRIC SYSTEM Exhaust vent is to be located per dwg. #2 and #5.	1	85.00
50-60-0272	FW # 521 O2 STORAGE BRACKET, (2) "D" & JUMBO "D" CYLINDER- RECESSED S  Two (2) Ferno Washington #521 crash stable storage brackets for "D" or "D" Jumbo O2 bottles shall be recessed installed into the forward end of the squad bench and accessible from the stepwell IATS, per dwg. # 6 & # 8.	1	937.00
50-60-0300	FLOOR CONSTRUCTION- PATIENT COMPARTMENT, NON-WOOD COMPOSITE	1	0.00
50-60-0301	FLOORING - COVE	1	0.00
50-60-0318	ADDITIONAL GLOVE BOX HOLDERS There will be (2) two additional glove box holders in the rear headpad. One each side of the clock.	1	450.00
50-60-0322	GLOVE DISPENSER - (3) BOX - ABOVE ENTRY DOOR - CURBSIDE (ABS) An ABS three (3) - box glove dispenser unit, with a clear plexi hinged access panel with three (3) cut-outs, shall be provided above the curbside entry door. (holder to accommodate three (3) 5.375" wide x 10.375" long x 3.25" deep glove boxes)	1	0.00
50-60-0351 10	GRAB RAILS, 1-1/4" DIAMETER, (96") OVER COT & (64") SQ BENCH Install 64" stainless steel grab rail over the squad bench area IATS	1	103.00
50-60-0391	HEADLINER - REAR PATIENT COMPARTMENT	1	0.00
50-60-0431	I V HANGERS - CEILING RECESSED - CAST PRODUCTS #IV2008-1 (2) Two (2) Cast Products #IV2008-1 recessed, dual ceiling I.V. hangers shall be provided per Dwg #9 locations.	1	0.00
50-60-0471	I V WARMER - SMITHWORKS - INSIDE (1) INTERIOR CABINET IV Warmer - (Smithworks) installed in one (1) interior cabinet, specify location. The IV warmer will be located in the far forward streetside cabinet #2 on the bottom.	1	663.00
50-60-0613 10	OXYGEN OUTLETS (2) WALL/(1)CEILING - OHIO MEDICAL TYPE Three (3) Ohio Medical flush mounted, quick release outlets shall be installed. One (1) in the forward street side cabinet action area, one (1) shall be installed in the wall above the squad bench and one (1) shall be installed in the ceiling above the head end of the cot.	1	0.00
50-60-0629	FLOW METERS, OXYGEN - THORPE STYLE One (1) Thorpe style oxygen flow meter shall be shipped loose with the completed vehicle. (Braun #15920)	1	0.00
50-60-0640	OXYGEN SYSTEM, ELECTRIC - MULTIPLEX ELECTRIC SYSTEM	1	0.00
50-60-0660	PADDED EDGING PROTECTION	1	0.00
50-60-0661	PADS, HEAD AND BACK	1	0.00

50-60-0709	SHARPS AND TRASH CONTAINERS - ACCESS THRU SQUAD BENCH LID	1	626.00
50-60-0718	SQUAD BENCH FACE - VINYL FLOORING MATERIAL	1	0.00
50-60-0730	DOOR PANELS - MODULE PASSAGE DOORS - FULL LENGTH ALUMINUM - W/AC Interior rear and curbside passage door panels to be full length aluminum, Multi-Spec sprayed to match interior color and contain removable latch access panel per dwg. # 6 & # 8. (Total 3).	1	0.00
50-60-0761	STAINLESS STEEL WALL PROTECTION - INTERIOR STREETSIDE	1	0.00
50-60-0820	TURTLE TILE - SKID-RESISTANT MAT, CURBSIDE STEPWELL	1	0.00
50-SP-0002	WALK-THRU CABINET There will be a cabinet in the walk thru. The cabinet will have a solid surface counter top and two aluminum doors with center squeeze latches. The cabinet will have one adjustable shelf.	1	1,107.00
50-SP-0003	ATTENDANT SEAT POSITION Attendant seat needs to be as far back as possible and as allowed.	1	255.00
50-SP-0004	CUSTOMER SUPPLIED LIF-PAK BRACKET Install a customer supplied Zoll X-Series Lif-Pak bracket. Bracket will be installed in the primary action area. Bracket is to be installed at final inspection. Per dwg. #5. (BRAUN P/N 07768-2)	1	115.00
	INSTALL CUSTOMER SUPPLIED COMPUTER DOCK STATIONS		95.00
60-01-0001	PAINT PROCEDURE	1	0.00
60-01-0003	CLEAR COATING - MODULE PAINT	1	0.00
60-01-0004	BUFFING, PAINT - MODULE	1	0.00
60-01-0005	STANDARDS AND SPECIFICATIONS FOR VEHICLE PAINT APPEARANCE	1	0.00
60-10-0108	CAB - OEM PAINT Order chassis Vermillion red	1	502.00
60-10-0110	PAINT MODULE ALL ONE SOLID COLOR, PLUS CLEAR COAT Module is to be painted Vermillion Red to match the chassis.	1	780.00
60-25-0101	BLACK REFLECTIVE MATERIAL IN RUB RAILS Install black reflective material in rub rails.	1	0.00
60-30-0200	DOOR REFLECTIVITY	1	0.00
80-10-0101	* * NO KKK CERTIFICATION PACKAGE OR SOL / LETTERING REQUIRED * *	1	0.00
	VEHICLE MANUALS	1	0.00
80-20-0001	VEHICLE MANUALS (1) PACKAGE SET One (1) Delivery Manual Package shall be supplied with the vehicle, and shall include the following items: Ambulance manufacturer parts, service and operation manuals OEM chassis owner's guide Complete 12 VDC and 125 VAC wiring schematics for all included standard and optional systems Multiplex Electrical system programming - electronic media	1	0.00
90-10-0005	WARRANTIES	1	0.00
00-01-0081	OEM - CHASSIS INCENTIVE REQUEST FORM	1	(4,698.00)

PR-MT-0000	BRAUN PRICE CONCESSION	1	(3,000.00)
	Total for 2019 Braun		222,718.00
OPTIONS	PAINT / GRAPHICS	1	4,578.00
	LIFE PACK BRACKET		455.00
	STRYKER POWER LOAD		22,000.00
	STRYKER PRO COT		19,560.00
			269,311.00



## COMMON COUNCIL REPORT

**Item:** Final Subdivision Plat - East Brooke Preserve (Phase I) - 9349 S. Nicholson Rd. & 1200 E. Ryan Rd.

**Recommendation:** That the Council adopts Resolution No. 12026-011519, a resolution approving a Final Subdivision Plat for East Brooke Preserve (Phase I).

**Fiscal Impact:** Phase I will create 23 new, conforming single-family residential lots. Outlot 5 contains wetlands, floodway, and part of the Oak Creek, and will be transferred to the City for drainage purposes. Future development of the single-family residential lots will yield positive fiscal impacts in terms of assessed value, permit fees, and impact fees (\$3,996 per lot). This property is 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:** The Applicant, Wolf Korndorfer, East Brooke, LLC, is requesting approval of a Final Subdivision Plat for the property at 9349 S. Nicholson Rd. and 1200 E. Ryan Rd., known as East Brooke Preserve (Phase I). Council will recall from the preliminary plat review in July of 2017 that this subdivision was to be completed in phases. Phase 1 contains 32 new single-family residential lots ranging in size from 12,150 square feet to 21,297 square feet. Several outlots are also proposed for stormwater, floodway & floodplain, and conservation purposes. Outlots 3, 4, 5, and 6 are anticipated to be converted to building lots following floodplain modification approval from FEMA. East Golden Lane has been extended west, terminating in a cul-de-sac. Arbor Creek Drive, a new public street, intersects with East Golden Lane to provide access north to additional lots and Phase II. Maple View Drive, another new public street, provides an additional access point off of S. Nicholson Rd., intersecting with Arbor Creek Drive.

Public infrastructure improvements are currently nearing completion, with City Engineering Department certification anticipated within the next few weeks. Staff has included a condition of approval above that an escrow be provided to the City to cover the costs for the final installation of street lighting (e.g., poles, fixtures, etc.) until such time as they have been installed with certification by the Engineering Department. Details for this escrow should be coordinated with Assistant City Engineer Brian Johnston. As-built certification(s) for the existing stormwater ponds must be provided to the Engineering Department prior to submitting the Final Plat for recording. If these requirements are completed and fulfilled prior to Common Council review of the Final Plat for Phase I, this condition will be eliminated.

Drainage, stormwater, and utility easements are shown throughout Phase I. Per staff recommendations during preliminary plat review, proposed drainage easements dedicated to the City are 25-foot-wide. Currently, the existing structure on Lot 13 only appears on Sheet 2. All existing structures to be retained

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must appear on all sheets of the plat. All other existing structures are to be removed, and a note stating such was required to be included on the Plat during preliminary review. Therefore, a condition of approval with this requirement is included above.

Comments were provided by the City Forester during preliminary review regarding a security deposit for street trees, and concerns for removal of Ash/Elm trees by the developer prior to development of the single-family lots. Staff recommends working closely with the Engineering Department and City Forester on these items.

The Plan Commission reviewed the Final Subdivision Plat at their January 8, 2019 meeting, and recommended Council approval with the following condition (included in the Resolution):

That any 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 approve the Plat with conditions, modify the conditions of Final Plat Approval, or deny the request.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Karl Papelbon, CFM, AICP  
Planner

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

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Attachments:

Resolution 12026-011519

Location Map

East Brooke Preserve Final Plat (Phase I)

RESOLUTION NO. 12026-011519

BY \_\_\_\_\_

RESOLUTION APPROVING THE  
FINAL PLAT FOR THE EAST BROOKE PRESERVE (PHASE I)  
SUBDIVISION

(3<sup>rd</sup> Aldermanic District)

WHEREAS, it appears that the subdivision plat submitted by WOLF KORNDORFER, EAST BROOKE LLC, hereinafter referred to as the subdivider, for the subdivision known as EAST BROOKE PRESERVE (Phase I), is in compliance with all statutory requirements; and

WHEREAS, letters of no objection of said subdivision by the Wisconsin Department of Administration and the Milwaukee County Department of Public Works shall be received prior to recording, and

WHEREAS on January 15, 2019, the Oak Creek Plan Commission conditionally approved the final plat for the subdivision known as East Brooke Preserve (Phase I); and,

WHEREAS, the public improvements have been installed pursuant to a development agreement approved by Resolution No. 11885-112117, and those improvements have been certified complete by the City Engineer, the Streets Department and the Water and Sewer Utility; and,

WHEREAS on January 8, 2019, the Oak Creek Plan Commission recommended approval of the final plat for the subdivision subject to the following condition:

That any 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 the final plat for EAST BROOKE PRESERVE (Phase I) is hereby approved subject to the following condition:

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

BE IT FURTHER RESOLVED that the final plat shall not be recorded until letters of no objection of said subdivision are received from the Wisconsin Department of Administration and the Milwaukee County Department of Public Works.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
President, Common Council



Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

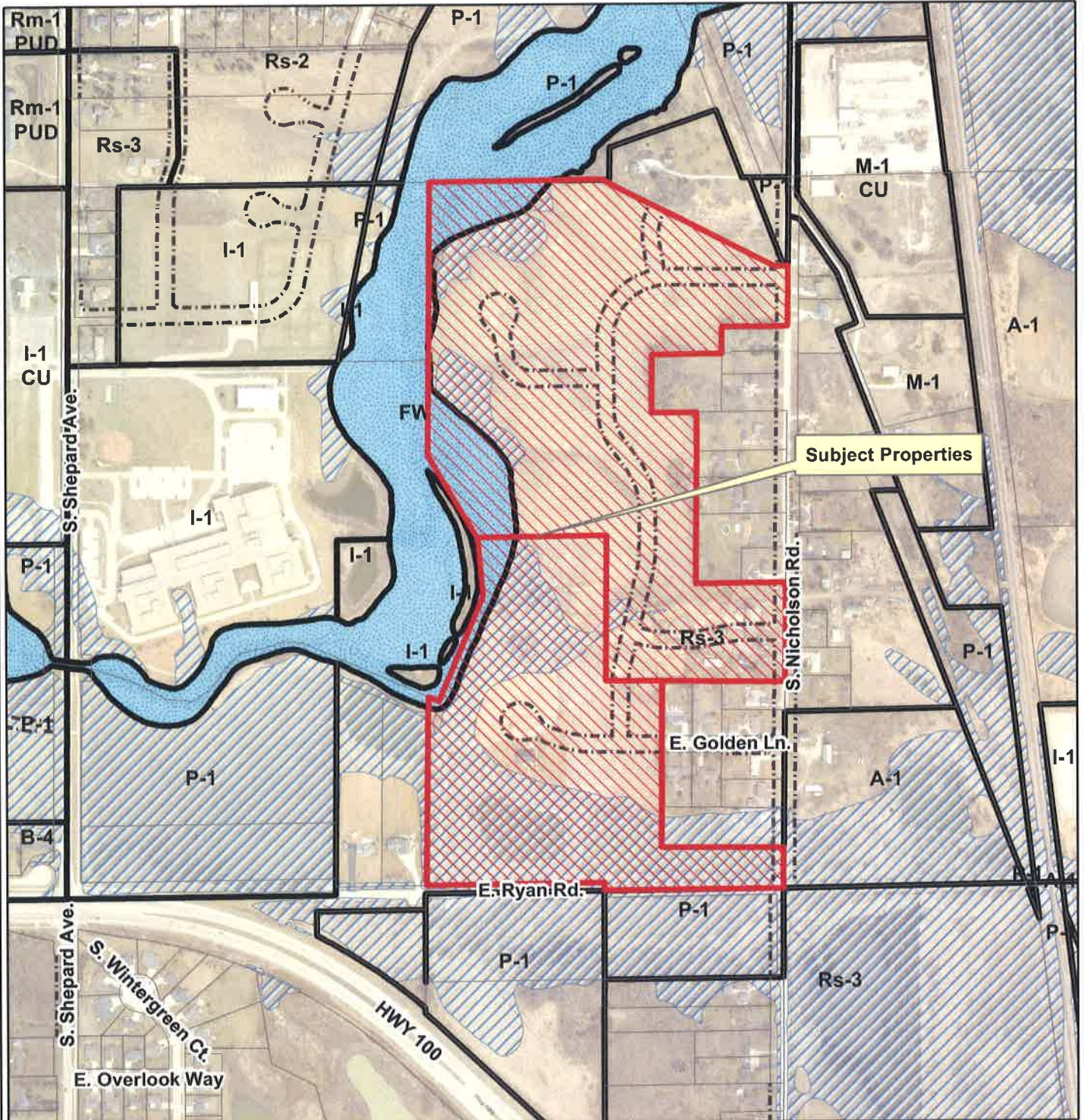
ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: Ayes: \_\_\_\_ Noes: \_\_\_\_

# Location Map

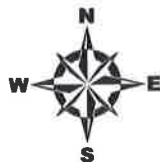
## 1200 E. Ryan Rd. & 9349 S. Nicholson Rd.







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



Department of Community Development



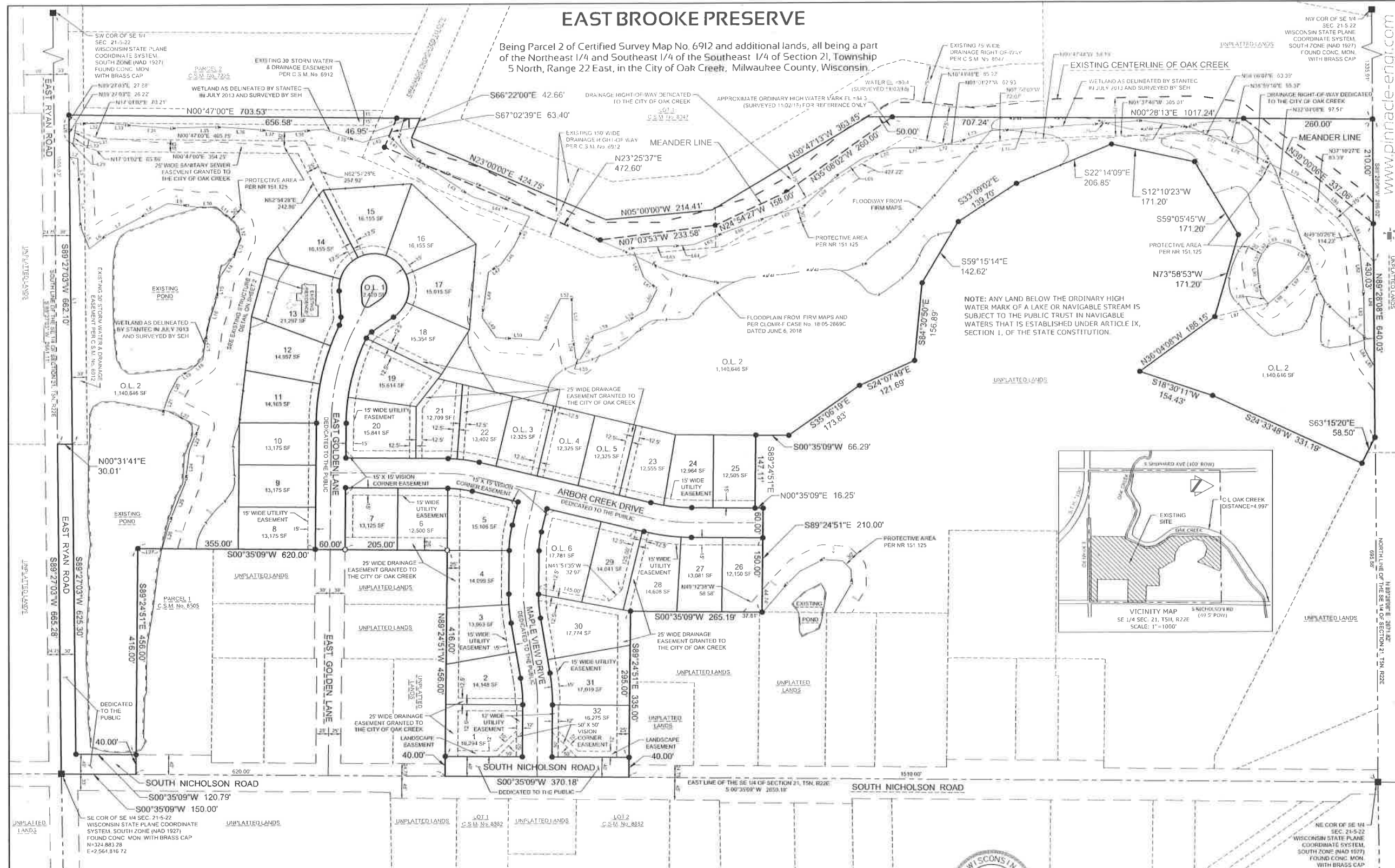
### Legend

-  Subject Properties
-  Officially Mapped Streets
-  Floodway (2008)
-  Floodplain (2008)

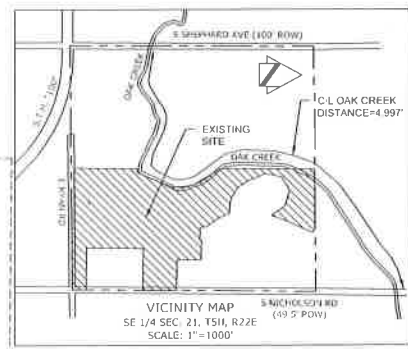


# EAST BROOKE PRESERVE

Being Parcel 2 of Certified Survey Map No. 6912 and additional lands, all being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



NOTE: ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.



Owner/Subdivider  
**EAST BROOKE LLC**  
 7900 DURAND AVENUE, BLDG 10  
 MOUNT PLEASANT, WI 53177

Prepared by:  
**PINNACLE ENGINEERING GROUP**  
 15850 BLUEMOUND ROAD, SUITE 210  
 BROOKFIELD, WI 53005  
 OFFICE: (262) 754-8888  
 WWW.PINNACLE-ENGR.COM

REFERENCE BEARING: THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 22 EAST, WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF SOUTH 89°27'03" WEST PER THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927).

REFERENCE BENCHMARK: 86.36 (CITY DATUM) TOP OF CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 22 EAST (ADD 580.56 TO NGVD 29).

**LEGEND:**  
 ○ - Denotes Found 1" O/D Iron Pipe  
 ● - Denotes Set 1/4" x 18" Iron Rebar, 43 LBS./F.T.  
 \* - All other corners set are 3/4" x 18" Iron Rebar, 15 LBS./F.T.  
 SF - Denotes lot areas to the nearest square foot  
 OL - Denotes Outlot

All distances computed to the nearest 0.01'  
 All angles computed to the nearest 00'00"00.05" and measured to the nearest 00'00"00"

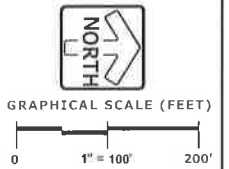
**NOTES:**  
 1. SEE BUILDING SETBACKS AND ADDITIONAL EASEMENTS ON SHEET 2  
 2. SEE ADDITIONAL NOTES, CURVE DATA AND WETLAND LINE TABLE ON SHEET 3  
 3. THE EXISTING STRUCTURES SHOWN ON LOT 13 WILL REMAIN. ALL OTHER EXISTING STRUCTURES WITHIN THE PLAT SHALL BE REMOVED.



Date: **NOVEMBER 8, 2018**  
 Revised: **DECEMBER 21, 2018**  
 Revised: **JANUARY 4, 2019**

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_ 20  
 Department of Administration

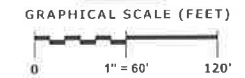
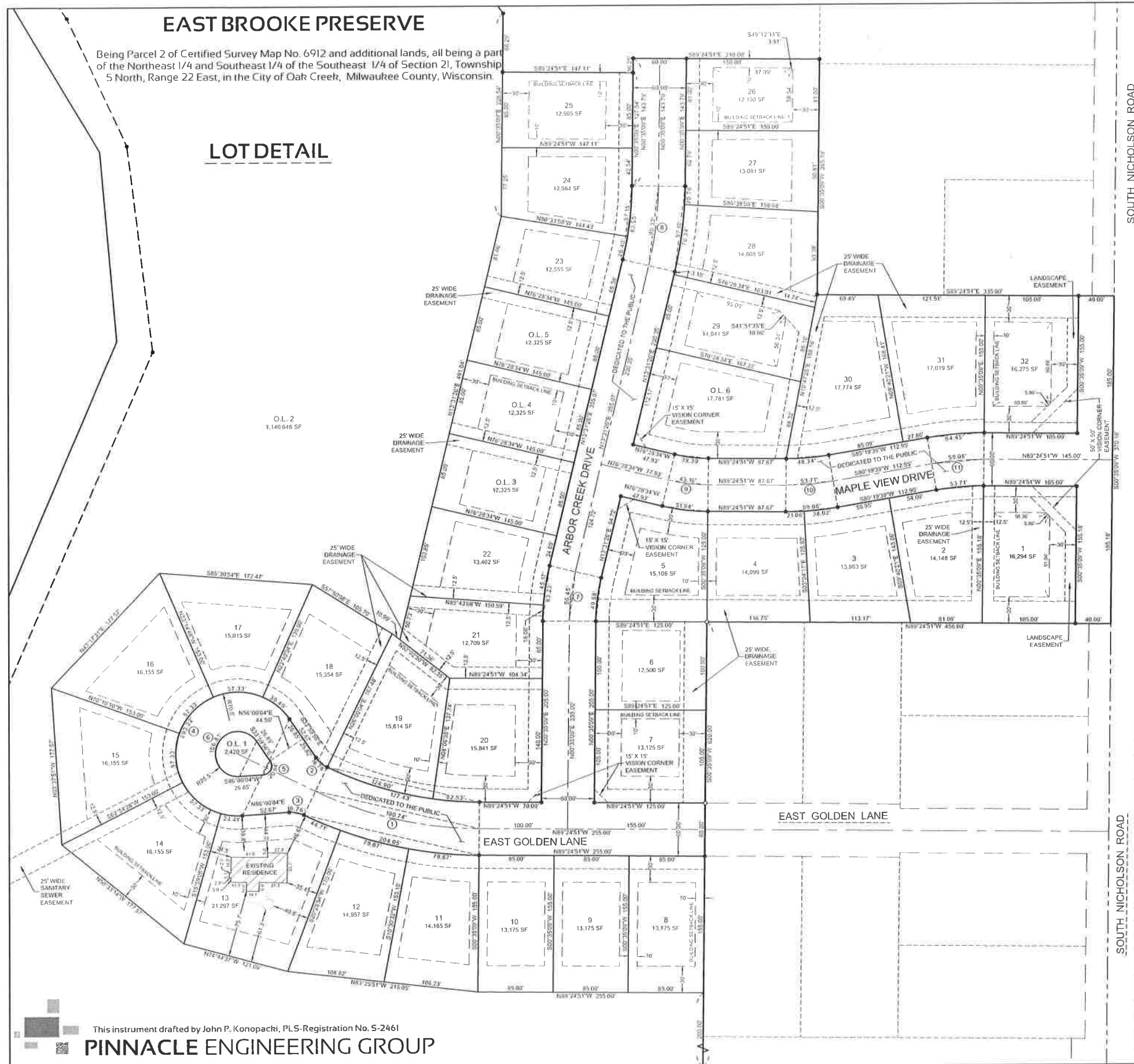


This instrument drafted by John P. Konopacki, PLS-Registration No. 5-2461  
**PINNACLE ENGINEERING GROUP**

# EAST BROOKE PRESERVE

Being Parcel 2 of Certified Survey Map No. 6912 and additional lands, all being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

## LOT DETAIL



Prepared by:  
**PINNACLE ENGINEERING GROUP**  
 15850 BLUEMOUND ROAD, SUITE 210  
 BROOKFIELD, WI 53005  
 OFFICE: (262) 754-8888  
 WWW.PINNACLE-ENGR.COM

Owner/Subdivider:  
**EAST BROOKE LLC**  
 7900 DURAND AVENUE, BLDG 10  
 MOUNT PLEASANT, WI 53177

- LEGEND:**
- = Denotes Found 1" O/D Iron Pipe
  - = Denotes Set 1/4" x 1/8" Iron Rebar, 4.3 LBS./FT.
  - All other corners set are 3/4" x 1/8" Iron Rebar, 15 LBS./FT.
  - SF = Denotes lot areas to the nearest square foot.
  - O.L. = Denotes Outlot

All distances computed to the nearest 0.01'  
 All angles computed to the nearest 00°00'00.00" and measured to the nearest 00°00'00"

**NOTE:**  
 1. SEE ADDITIONAL NOTES AND CURVE DATA ON SHEET 3  
 2. THE EXISTING STRUCTURES SHOWN ON LOT 13 WILL REMAIN. ALL OTHER EXISTING STRUCTURES WITHIN THE PLAT SHALL BE REMOVED.

**REFERENCE BEARING:** THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 22 EAST, WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF SOUTH 89°27'03" WEST PER THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927).

**REFERENCE BENCHMARK:** 86.36 (CITY DATUM) TOP OF CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 22 EAST (ADD 580.56 TO NGVD 29).

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_

Department of Administration



Date: NOVEMBER 8, 2018  
 Revised: DECEMBER 21, 2018  
 Revised: JANUARY 4, 2019

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

**PINNACLE ENGINEERING GROUP**

www.pinnacle-engr.com

EAST BROOKE PRESERVE

Being Parcel 2 of Certified Survey Map No. 6912 and additional lands, all being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN] WAUKESHA COUNTY] 55

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided, being part of Parcel 2 of Certified Survey Map No. 6912 recorded in the Register of Deeds office for Milwaukee County on January 5, 2001 as Document No. 8007497 and additional lands, all being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, by survey and description as follows:

Beginning at the southeast corner of the Southeast 1/4 of said Section 21, thence South 89°27'03" West along the south line of said Southeast 1/4, 665.28 feet; thence North 00°31'41" East, 30.01 feet to the south line of Parcel 2 of said Certified Survey Map No. 6912 and the north right of way line of East Ryan Road; thence South 89°27'03" West along said north right of way line, 662.10 feet to a west line of said Parcel 2, thence North 00°37'09" East along said west line, 793.53 feet to the south line of Certified Survey Map No. 8047; thence South 06°22'00" East along said south line, 42.66 feet to the east line of said Certified Survey Map No. 8047; thence North 23°00'00" East along said east line, 424.75 feet; thence North 03°00'00" West along said west line, 214.41 feet; thence North 30°47'13" West along said east line, 363.45 feet; thence North 00°28'13" East along said east line and then continuing along the west line of the East 1/2 of said Southeast 1/4, 1017.24 feet to the north line of the Southeast 1/4 of said Section 21; thence North 89°29'08" East along said north line, 841.01 feet; thence South 63°15'20" East, 58.50 feet; thence South 24°33'48" West, 331.19 feet; thence South 18°30'11" West, 154.43 feet; thence North 36°04'08" West, 186.15 feet; thence North 73°58'53" West, 171.20 feet; thence South 59°05'45" West, 171.20 feet; thence South 12°10'23" West, 171.20 feet; thence South 22°14'09" East, 236.85 feet; thence South 33°09'02" East, 139.70 feet; thence South 59°15'14" East, 142.62 feet; thence South 84°30'50" East, 156.59 feet; thence South 22°07'49" East, 121.69 feet; thence South 35°06'19" East, 173.83 feet; thence South 00°35'09" West, 265.19 feet; thence South 89°24'51" East, 137.11 feet; thence North 00°35'09" East, 16.25 feet; thence North 89°24'51" East, 210.00 feet; thence South 00°35'09" West, 265.19 feet; thence South 89°24'51" East, 135.00 feet to the east line of the aforesaid Southeast 1/4; thence South 00°35'09" West along said east line, 370.18 feet; thence North 89°24'51" West, 456.00 feet; thence South 00°35'09" West; and then along the west line of Certified Survey Map No. 8505, 620.00 feet to the south line of said Certified Survey Map No. 8505; thence South 89°24'51" East along said south line, 456.00 feet to the east line of the aforesaid Southeast 1/4; thence South 00°35'09" West along said east line, 150.00 feet to the Point of Beginning. Said lands containing 1,929.20 square feet (42.0046 Acres) Gross.

That I have made such survey, land division and map by the direction of EAST BROOKE LLC, owner of said land

That such plat 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 the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Oak Creek Land Division and Platting Ordinance in surveying, mapping and dividing the lands within the subdivision

Date: NOVEMBER 8, 2018 Revised: DECEMBER 20, 2018 Revised: JANUARY 4, 2019



John P. Konopacki, Professional Land Surveyor S-2461

The UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

EAST BROOKE LLC, Granlor, to

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Granlee

Wisconsin Bell, Inc, d/b/a AT&T Wisconsin, a Wisconsin corporation, Granlee,

and CHARTER COMMUNICATIONS OPERATING, LLC, Granlee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electric and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within these areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property of all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of grantees.

The grant of easement shall be binding upon and insure to the benefit of the heirs, successors and assigns of all parties hereto.

OWNER'S CERTIFICATE OF DEDICATION

EAST BROOKE LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

EAST BROOKE LLC also certifies that this plat is required by s. 236.10 or s. 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. City of Oak Creek
2. Wisconsin Department of Administration
3. Milwaukee County (Department of Administrative Services)

IN WITNESS WHEREOF, the said EAST BROOKE LLC, has caused these presents to be signed by its member, its member, at (city) County, Wisconsin, on this day of 20.

In the presence of EAST BROOKE LLC

Member

STATE OF WISCONSIN] COUNTY] 55

Personally came before me this day of 20, (name) member, of the above named limited liability company, to me known to be the persons who executed the foregoing instrument, and to me known to be such member of said limited liability company and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority

Notary Public

Name: State of Wisconsin My Commission Expires:

CONSENT OF CORPORATE MORTGAGEE

a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed this day of 20.

Date President

STATE OF WISCONSIN] COUNTY] 55

Personally came before me this day of 20, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public

Name: State of Wisconsin My Commission Expires:

CITY OF OAK CREEK CERTIFICATE

Resolved, that the plat known as EAST BROOKE PRESERVE, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, which has been filed for approval, be and is hereby approved as required by Chapter 236 of the Wisconsin State Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Oak Creek, Wisconsin on the day of 20, which action becomes effective upon receipt of approval of all other reviewing agencies and all conditions of the City of Oak Creek's approval were satisfied as of the day of 20.

Date Daniel Bukiewicz, Mayor

Date Catherine A Roese, City Clerk

CITY OF OAK CREEK TREASURER'S CERTIFICATE

STATE OF WISCONSIN] MILWAUKEE COUNTY] 55

I, Barb Guckenberger, being duly appointed, qualified and acting Director of Finance and Administrative Services of the City of Oak Creek, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of 20 on any of the lands included in the plat of EAST BROOKE PRESERVE.

Date Barb Guckenberger, City Treasurer

MILWAUKEE COUNTY TREASURER'S CERTIFICATE

I, David Cullen, being duly elected County Treasurer of the County of Milwaukee, do hereby certify that the records in my office show no unpaid taxes and no unredemmed tax sales or special assessments as of 20 on any of the lands included in the plat of EAST BROOKE PRESERVE.

Date David Cullen, County Treasurer

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats. Certified 20 Department of Administration

Prepared by: PINNACLE ENGINEERING GROUP 15850 BLUEMOUND ROAD 1 SUITE 210 BROOKFIELD, WI 53005 OFFICE: (262) 754-8888 WWW.PINNACLE-ENGR.COM

Owner/Subdivider: EAST BROOKE LLC 7900 DURAND AVENUE, BLDG 10 MOUNT PLEASANT, WI 53177

CURVE TABLE

Table with 11 columns: CURVE NO, LOT NO, LENGTH, RADIUS, DELTA, CHORD BEARING, CH LENGTH, TANGENT IN, TANGENT OUT. Contains curve data for various sections of the survey.

WETLAND LINE TABLE

Table with 3 columns: LINE NO, BEARING, DISTANCE. Lists wetland line coordinates from L1 to L33.

WETLAND LINE TABLE

Table with 3 columns: LINE NO, BEARING, DISTANCE. Lists wetland line coordinates from L34 to L47.

WETLAND LINE TABLE

Table with 3 columns: LINE NO, BEARING, DISTANCE. Lists wetland line coordinates from L48 to L98.



## COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 1/15/19 License Committee Report.

Fiscal Impact: License fees in the amount of \$2,010 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 met on 12/18/18. Recommendations are as follows:

1. Grant an Operator's license to Russel J. Marabito, 5232 41<sup>st</sup> Ave., Kenosha, WI (Applebee's).
2. Grant a Transient Merchant solicitor license to Donald F. Huyett, 212 Cypress Ct., South Milwaukee, WI, selling lawn care services on behalf of Weed Man / Turf Care Milwaukee.
3. Grant a Special Event license to Katie Seely, Agent on behalf of the Ragnar Great Midwest 2019 Run/Walk, scheduled for Friday, May 17.

The following items were received after the License Committee met. Tentative recommendations are as follows (favorable background reports received):

1. Grant an Operator's license to:
  - \* Alana J. Carufel, 3459 S. Delaware Ave., Milwaukee (Kwik Trip)
  - \* Daina R. Bush, 8770 S. 11<sup>th</sup> Ave., Oak Creek (Meijer)
  - \* Gwen E. Lutz, 15934 Braun Rd., Sturtevant, WI 53177
  - \* Narendra R. Karki, 2114 W. Layton Ave., Milwaukee (Oak Creek Mobil)
  - \* Jacob T. Malinowski, 8185 S. 28<sup>th</sup> St., Franklin (Discount Smokes & Spirits)
  - \* Savannah D. Berczyk, W132 S6514 Saroyan Rd., Muskego (Fanatics)
  - \* Lisa Milczarski, 1810 4 1/2 Mile Rd., Racine (BelAir Cantina)
2. Grant a Temporary Class "B" Beer, Class "B" Wine license to Rev. Robert Kacalo, Agent on behalf of St. Stephen's Catholic Church for their Lenten Fish Fries on March 8, 15, 22 and 29 and April 5, 12, and 19.

- 
3. Grant a Temporary Class "B" Beer license to Roland Komorowski, Agent on behalf of St. Matthew Parish, for their Chili Cook-off / Dessert Bake-off on January 19.
  
  4. Grant 2019 Mobile Home Park licenses to:
    - \* TCSC, LLC, dba Hy-View Mobile Home Court, 2331 W. College Ave.
    - \* Fifth Avenue Development Group, dba Sunrise Shores, 8481 S. 5<sup>th</sup> Ave. (with release of license subject to City Treasurer's approval)
    - \* ACG Oak Creek, LLC, dba ACG Oak Creek, 2301 W. College Ave. (with release of license subject to City Treasurer's approval)
  
  5. Grant a 2019 Dog Kennel license to Bradley Osgood, Brentwood Animal Hospital, 318 W. Ryan Rd.

Options/Alternatives: None

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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

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Attachments: None





# COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the December 21, 2018 Vendor Summary Report in the total of \$321,898.65.

Fiscal Impact: Total claims paid of \$321,898.65. Of this grand total paid, \$300,240.15 will impact the 2018 fiscal year. The remaining amount, \$21,658.50, 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. \$95,654.31 to Advanced Disposal (pg #1) for November recycling and trash pickup.
2. \$65,969.11 to Benistar (pg #2) for Medicare supplement insurance.
3. \$25,327.00 to Godfrey & Kahn S.C. (pgs #6-7) for legal services regarding the following projects: Ryan Business Park, Lake front Bluffs, and TID #7.
4. \$7,368.00 to Gunta Law Offices, S.C. (pg #7) for legal services.
5. \$14,244.00 to Locution Systems, Inc. (pg #11) for 2019 annual maintenance fee, Fire Department.
6. \$11,580.00 to Tyler Technologies, Inc. (pg #17) for assessor services.
7. \$6,274.63 to WE Energies (pg #18) for street lighting, electricity & natural gas.
8. \$7,625.12 to W.S. Darley & Co. (pg #4) for thermal imaging camera kit – Fire Department.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator



Fiscal Review:

Choose an item.



Bridget M. Souffrant

Assistant City Administrator/Comptroller

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Attachments: 12/21/18 Invoice GL Distribution Report



## COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the January 9, 2019 Vendor Summary Report in the total of \$1,593,684.50.

Fiscal Impact: Total claims paid of \$1,593,684.50. Of this grand total paid, \$1,265,563.49 will impact the 2018 fiscal year. The remaining amount, \$328,121.01, 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. \$99,562.50 to 2201 W Southbranch LLC (pg #1) for 2018 TIF #7 developer payment.
2. \$5,473.09 to Arvest Central Mortgage Co (pg #2) for Tax overpayment refund.
3. \$7,550.00 to Bibliotheca (pg #4) for an additional Library self-checkout Kiosk.
4. \$82,505.39 to Compass Mineral Company (pg #7) for salt inventory.
5. \$5,880.00 to Paul Conway Shields (pg #7) for Firefighter uniform boots.
6. \$13,333.33 to Discover Media works, Inc. (pg #8) for Discover Wisconsin episode featuring Oak Creek (Tourism funded).
7. \$5,648.00 to Doormaster Garage Door Co, LLC (pg #9) for maintenance work on Fire Department doors.
8. \$8,598.23 to Ebsco (pg #9) for 2019 annual magazine order.
9. \$11,450.00 to ESRI, Inc. (pg #10) for annual GIS license fee, IT Department.
10. \$12,600.17 to Kansas City Life Insurance Co (pgs #15-16) for February disability insurance.
11. \$9,646.43 to Kuehne Company, Inc. (pg #17) for Lake Vista Park & Trails repairs and 3-year seed maintenance.
12. \$258,622.06 to Liberty Property Trust (pg #1) for 2018 Tif #7 developer payment
13. \$10,075.17 to MADACC (pg #20) for 1st quarter animal control operating costs.
14. \$263,712.49 to Masterlock (pg #1) for 2018 Tif #10 developer payment.

- 
15. \$6,529.29 to Jayson & Christy Paoletti (pg #15) for tax overpayment refund.
  16. \$8,487.92 to Poms Tire Service (pg #23) for street department vehicle tires
  17. \$85,248.06 to ProPhoenix (pgs #23-24) for annual maintenance and support fees – IT Department.
  18. \$14,941.24 to Ramboll Environ (pg #24) for Lake Vista South March thru August professional services.
  19. \$128,719.86 to Rasch Construction & Engineering (pg #24) for Lake Vista structure construction and engineering services.
  20. \$9,872.00 to Ruckert/Mielke (pgs #25) for GIS cloud hosting fee and conversion.
  21. \$7,339.23 to Securian Financial Group, Inc. (pgs #26-27) for February employee life insurance.
  22. \$8,170.00 to Security Benefit Group (pg #27) for 2018 WI Veba plan, Police Department.
  23. \$7,538.00 to Stantec Consulting Services (pg #28) for Project No. 17010, update Abendschein Park master plan.
  24. \$10,241.00 to Titan Public Safety Solutions, LLC (pg #29) for TIPSS licenses and support.
  25. \$9,200.00 to TLC Carpet Care (pg #29) for Civic Center carpet cleaning.
  26. \$49,508.57 to US Bank (pgs #1, 34-42) 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.
  27. \$110,122.63 to Utility Sales and Service (pg #30) for DPW Lift Truck, Project 18023.
  28. \$29,032.17 to Vanguard Computers, Inc. (pg #30) for laptop and dock replacements.
  29. \$5,328.28 to Vermont Systems, Inc. (pg #30) for park & recreation software licensing fees.
  30. \$77,902.46 to WE Energies (pgs #31-32) for street lighting, electricity & natural gas.
  31. \$8,986.24 to WI Court Fines & Surcharges (pg #32) for December court fines.
  32. \$12,976.46 to WI Dept of Revenue (pgs #32-32) for 2018 municipal fee for assessment of manufacturing property.
  33. \$14,335.87 to World Fuel (pg #33) for fuel inventory.

Options/Alternatives: None

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Fiscal Review:

A handwritten signature in black ink, appearing to read "Bridget M. Souffrant", with a long horizontal line extending to the right.

Bridget M. Souffrant

Assistant City Administrator/Comptroller

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Attachments: 1/9/19 Invoice GL Distribution Report