



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

COMMON COUNCIL MEETING AGENDA

JULY 16, 2019
7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski - 1st District
Greg Loreck - 2nd District
Richard Duchniak - 3rd District
Michael Toman - 4th District
Kenneth Gehl - 5th District
Chris Guzikowski - 6th District

The City's Vision

Oak Creek: A dynamic regional leader, connected to our community, driving the future of the south shore.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 6/18/19

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.

4. **Conditional Use Amend:** Consider a request submitted by RD Invest, Inc., for an amendment to the existing Conditional Use Permit to allow a portion of the existing building and lot to be used for a contractor's office/shop/yard, with limited outdoor storage on the property at 9840 S. 27th St. (6th District).
5. **Ordinance:** Consider Ordinance No. 2941, amending the Conditions and Restrictions in Ordinance No. 2926, 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. 27th St. (6th District).

Presentations

6. **Presentation:** Health Department Services Update.
7. **Presentation:** Health Department Level III Certification Award Presentation.

New Business

8. **Resolution:** Consider Resolution No. 12081-071619, a Resolution Authorizing the Issuance and Sale of Approximately \$4,110,000 General Obligation Refunding Bonds (by Committee of the Whole).

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

9. **Resolution:** Consider Resolution No. 12082-071619, a Resolution Authorizing the Issuance and Sale of Approximately \$1,040,000 Taxable General Obligation Refunding Bonds (by Committee of the Whole).
10. **Informational:** City of Oak Creek Mid-Year 2019 Budget Monitoring Report.
11. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending May 31, 2019.
12. **Motion:** Consider a motion to concur with the Mayor's appointments as follows:
Celebrations Commission – completing 3 year term vacancies to expire 4/2020
 - Patricia Hansen – 8935 S. Wood Creek Dr.
 - Courtney J. Holhouse, 140 W. Rainbow Ridge Dr.

POLICE

13. **Motion:** Consider a motion to approve the proposed three (3) year Agreement for School Resource Officer services for the start of the 2019-20 school year and expiring May 31, 2022 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

14. **Ordinance:** Consider Ordinance No. 2943, revising Ordinance No. 2939 to incorporate conditions and restrictions and a general development plan for the Planned Unit Development at 10730 S. Howell Ave. (5th District).
15. **Resolution:** Consider Resolution No. 12083-071619, approving a Certified Survey Map submitted by Darrek Travis for the properties at 3945, 3955, and 3971 E. Elm Rd. (4th District).

INSPECTION

16. **Ordinance:** Consider Ordinance No. 2942, creating Section 15.39, State Code Adoption, and repealing and recreating Sections 15.40 through 15.57 of Chapter 15 of the Oak Creek Municipal Code relating to the Electrical Code (by Committee of the Whole).

WATER & SEWER UTILITY

17. **Resolution:** Consider Resolution No. 12078-071619, vacating a 30 foot water main easement by and between Oak Creek-Franklin Joint School District and the City of Oak Creek (Tax Key No. 873-9013-000) (3rd District).
18. **Resolution:** Consider Resolution No. 12079-071619, approving a 30 foot water main easement by and between Oak Creek-Franklin Joint School District and the City of Oak Creek (Tax Key No. 873-9013-000) (3rd District).

ENGINEERING

19. **Resolution:** Consider Resolution No. 12074-071619, approving a Storm Water Management Practices Maintenance Agreement with Oak Creek-Franklin Joint School District, for their Oak Creek High School athletic field improvements and Edgewood Elementary School building addition located on the northwest corner of S. Shepard Avenue and E. Puetz Road (Tax Key No. 827-9028) (3rd District).

20. **Resolution:** Consider Resolution No. 12075-071619, approving a Storm Water Management Practices Maintenance Agreement with Oak Creek-Franklin Joint School District, for their East Middle School Athletic Field Updates located at 9330 S. Shepard Ave. (Tax Key No. 873-9013) (3rd District).
21. **Resolution:** Consider Resolution No. 12076-071619, approving a Storm Water Management Practices Maintenance Agreement with Oak Creek-Franklin Joint School District, for their Deerfield Elementary School Renovations located at 3871 E. Bluestem Dr. (Tax Key No. 961-9201) (4th District).
22. **Resolution:** Consider Resolution No. 12077-071619, approving a Storm Water Management Practices Maintenance Agreement with Highgate LLC, for their Highgate Development located at S. 13th St. and W. Drexel Ave. (Tax Key Nos. 784-9001, 784-9003, 784-9019, 784-9020, 784-9990-001, 784-9991-001, 784-9993-002) (1st District).
23. **Resolution:** Consider Resolution No. 12080-071619, approving a Storm Water Management Practices Maintenance Agreement with the Sikh Temple of Wisconsin, Inc., for their Sikh Temple Parking Lot Expansion located at 7512 S. Howell Ave. (Tax Key Nos. 781-9033 and 781-9034) (1st District).
24. **Motion:** Consider a motion to concur with the recommendations of the Traffic and Safety Commission to:
 - a. approve the installation of pedestrian crossing signs and high visibility pavement markings at intersections of Drexel Avenue / Quincy Avenue and Drexel Avenue / Clement Avenue (1st District);
 - b. approve the installation of "Stop Ahead" signs with orange flags and additional "Stop" signs at the intersection of E. Puetz Road and S. 15th Avenue (3rd & 4th Districts);
 - c. approve the installation of "Rough Crossing" plaques and relocate "Railroad Crossing" signs on E. Puetz Road at Union Pacific crossing (east of Nicholson Road) (3rd District).

LICENSE COMMITTEE

25. **Motion:** Consider a motion to grant the various license requests as listed on the 7/16/19 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

26. **Motion:** Consider a motion to approve the June 26, 2019 Vendor Summary Report in the combined total amount of \$619,120.62 (by Committee of the Whole).
27. **Motion:** Consider a motion to approve the July 10, 2019 Vendor Summary Report in the combined total amount of \$1,041,451.49 (by Committee of the Whole).

Adjournment.

Public Notice

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

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

TO BE PUBLISHED JUNE 19 & 26, 2019

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 RD Invest, Inc., for an amendment to the existing Conditional Use Permit to allow a portion of the existing building and lot to be used for a contractor's office/shop/yard, with limited outdoor storage on the property at 9840 S. 27th St.

Hearing Date: July 16, 2019
Time: 7:00 p.m.
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Applicant: RD Invest, Inc.
Property Owner: RD Invest, Inc.
Property Location(s): 9840 S. 27th 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 July 16, 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: June 12, 2019
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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



COMMON COUNCIL REPORT

- Item:** Conditional Use Permit Amendment - contractor's office / shop / yard with outdoor storage and truck parking
- Recommendation:** That the Council adopts Ordinance 2941, an ordinance to amend the Conditions and Restrictions in Ordinance 2926 to allow a contractor's office/shop/yard with outdoor storage and truck parking as allowed uses as part of the existing 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. 27th St.
- Fiscal Impact:** Approval will allow for the occupancy of an existing, vacant commercial building with an additional tenant and use. Interior upgrades and modifications currently in progress will serve to bring the building into compliance with local Code requirements for fire safety and utility services. No direct fiscal impacts would occur with the approval. 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 approval for a proposed amendment to the existing Conditional Use Permit for the property at 9840 S. 27th St. Council will recall that a Conditional Use Permit was approved in January of this year for automobile and truck engine and body repair, outdoor storage of vehicles and outdoor display of vehicles for sale, and semi-truck/trailer parking. During review of the initial proposal, the Applicant stated that part of the building/property could be leased out to one or more tenants. Telcom Construction, Inc., a contractor providing construction and installation services for utilities, is seeking approval to lease approximately 60% of the premises (building and site) office and field operation headquarters for the duration of a local contract. Approximately 6-10 employees per shift are anticipated, with approximately 4-5 onsite. Field employees and engineers will be dispatched to job sites from this location.

Hours of operation for Telcom will be similar to those for M & M Truck Center: 6:00 AM – 7:00 PM. Considering the needs of Telcom's operations and staff, M & M Truck center will reduce their onsite staff to approximately 8-12, and will reduce their truck/trailer parking behind the fence to 15 spaces plus the 4 angled stalls for display of trucks for sale. Telcom will be provided truck parking stalls behind the fence as designated on the proposed plan (Exhibit D). Employees for both businesses will share 17 parking stalls behind the fence, and the customer parking area west of the building entrance will also be shared. Telcom does not anticipate any customer visits.

Outdoor storage areas have been identified in the fenced area between the building and the truck parking stalls to be occupied by Telcom, and on the southeast corner within parking stalls designated for Telcom. Items that cannot be stored inside will be located in these two areas. Such items include utility poles and pedestals, cable spools, hand holes, sand, and gravel. Images of similar outdoor storage areas in their other facilities are included for reference with this report. Council will note that the sand and gravel areas are proposed to be surrounded by concrete block. Trucks, horizontal directional drills, backhoes, mobile vacs, miniature excavators, and similar vehicles/equipment are also anticipated to be parked outside as needed. Staff has incorporated a condition for all equipment and vehicles to be parked in striped stalls as was required for the original Conditional Use Permit.

The Plan Commission reviewed this request during their June 11, 2019 meeting. 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.

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

Attachments:

Ord. 2941

Location Map

Hearing Notice

Plan Commission meeting minutes

Narrative descriptions (Exhibit C and supplemental dated June 4, 2019; 4 pages)

Telcom business info and photo examples (Exhibit E, 10 pages)

Plans (Exhibit D, 5 pages)

Conditions and Restrictions

ORDINANCE NO. 2941

By: _____

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS
IN ORDINANCE NO. 2926 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 27TH ST.

(6th Aldermanic District)

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

WHEREAS, Ordinance No. 2926 (The "Ordinance"), which approved 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. 27th St., was approved on January 15, 2019; and

WHEREAS, the Ordinance affected the following legally described property;

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

WHEREAS, the owner of the Property, RD Invest, is requesting that the Ordinance be amended to allow a contractor's office/shop/yard, with outdoor storage; and

WHEREAS, the Plan Commission has reviewed this proposal at their meeting on June 11, 2019, and has recommended that the requested amendment be approved to allow a contractor's office/shop/yard, with outdoor storage; and

WHEREAS, a public hearing was held on this matter on July 16, 2019 to hear comments from all who were interested.

NOW, THEREFORE, BE IT RESOLVED, 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, Section 3(B) of the Conditions and Restrictions approved by the Ordinance affecting the Property is amended as follows:

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 following:

- a. Automobile & Truck Engine & Body Repair, Outdoor Storage of Vehicles, Outdoor Display of Vehicles for Sale, Semi-Truck/Trailer Parking
 - i. 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.

- ii. 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.

b. Contractor's Office/Shop/Yard with Outdoor Storage

- i. Temporary parking of trucks and equipment associated with the business (e.g., horizontal directional drills, backhoes, mobile vacs, excavators), and shall be located within the fenced area in designated & striped stalls. There shall be no storage of unlicensed vehicles or vehicles and equipment not associated with the operation of the business.
- ii. Temporary outdoor storage materials (e.g., utility poles and pedestals, cable spools, hand holes) shall be in the locations as designated on the plan. Sand and gravel shall be stored within concrete block surrounds. These storage areas, including the concrete block surrounds, shall be removed at the discontinuation of the use, the end or termination of the lease, or at the expiration of the conditional use permit.
- iii. There shall be no outdoor storage outside of or above the height of the fenced area.

SECTION 3: To promote the general welfare, public safety and general planning within the City of Oak Creek, Section 3(F) of the Conditions and Restrictions approved by the Ordinance affecting the Property is amended as follows:

Hours of operation shall be in accordance with the following:

Automobile & Truck Engine & Body Repair, Outdoor Storage of Vehicles, Outdoor Display of Vehicles for Sale, Semi-Truck/Trailer Parking

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

Contractor's Office/Shop/Yard with Outdoor Storage

	Monday – Friday	Saturday	Sunday
Office	6:00 AM – 7:00 PM	6:00 AM – 7:00 PM	6:00 AM – 7:00 PM

SECTION 4: To promote the general welfare, public safety and general planning within the City of Oak Creek, Section 8, Duration of Conditional Use Permit, of the

Conditions and Restrictions approved by the Ordinance affecting the Property is amended as follows:

Given the transitional nature of the 27th Street corridor, the Conditional Use Permit for Automobile & Truck Engine & Body Repair, Outdoor Storage of Vehicles, Outdoor Display of Vehicles for Sale, Semi-Truck/Trailer Parking is limited in duration to six (6) years from the original date of issuance of the Conditional Use Permit (expires January 15, 2025). The Conditional Use Approval for one (1) Contractor's Office/Shop/Yard with Outdoor Storage is limited in duration to two (2) years from the date of issuance of the Conditional Use Permit Amendment (expires July 16, 2021). The owner may apply for an extension of this Conditional Use Permit and/or Amendment. 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).

SECTION 5: Except as herein modified the conditions and restrictions approved by the Ordinance shall remain in full force and effect.

SECTION 6: 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 7: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 8: This Ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this 16th day of July, 2019.

President, Common Council

Approved this 16th day of July, 2019.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

TO BE PUBLISHED JUNE 19 & 26, 2019

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 RD Invest, Inc., for an amendment to the existing Conditional Use Permit to allow a portion of the existing building and lot to be used for a contractor's office/shop/yard, with limited outdoor storage on the property at 9840 S. 27th St.

Hearing Date: July 16, 2019
Time: 7:00 p.m.
Place: Oak Creek City Hall
8040 South 6th Street
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Date of Notice: June 12, 2019
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

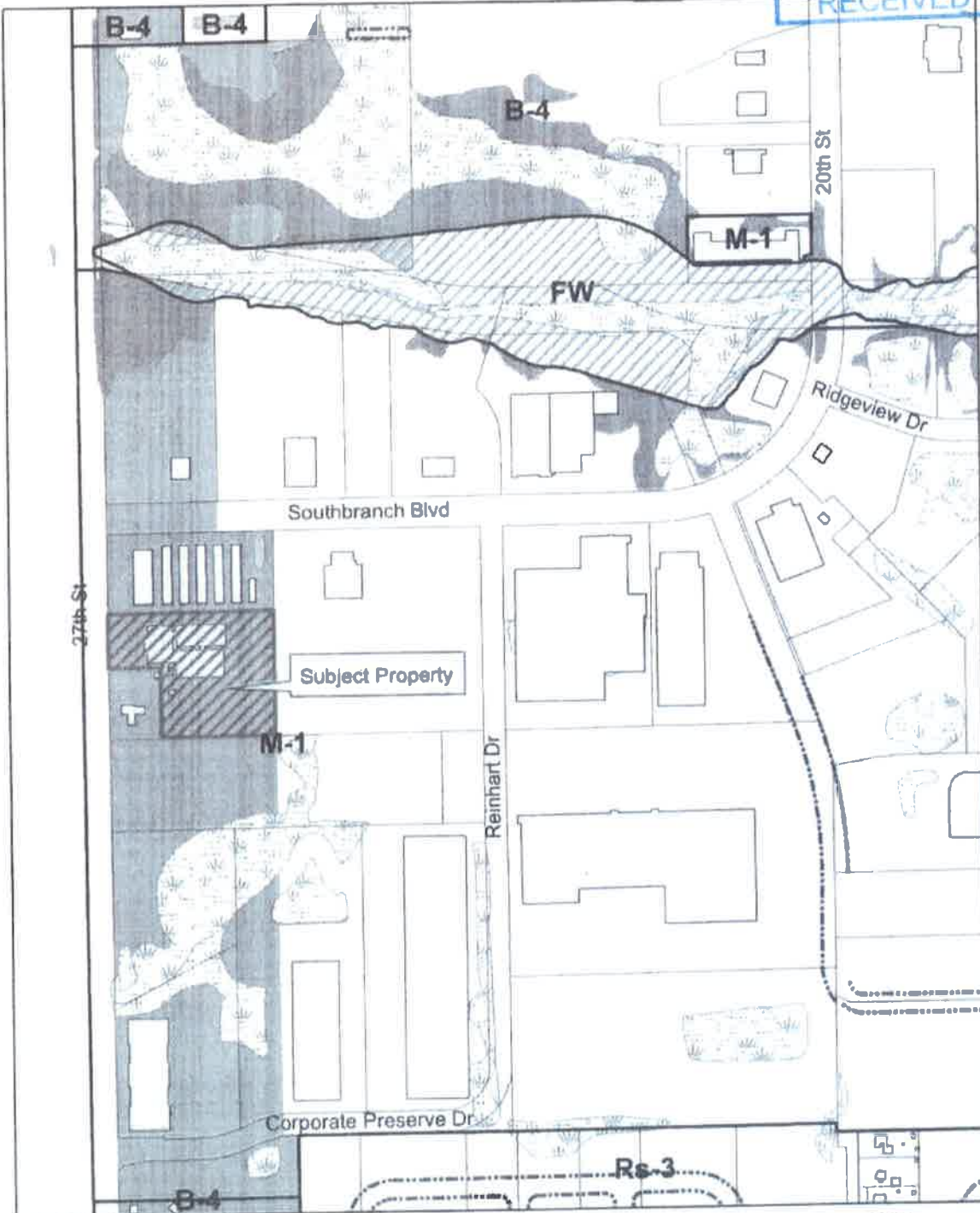
PUBLIC NOTICE

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Location Map

9840 S. 27th St.

CITY OF OAK CREEK
 MAY 14 2019
 RECEIVED



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

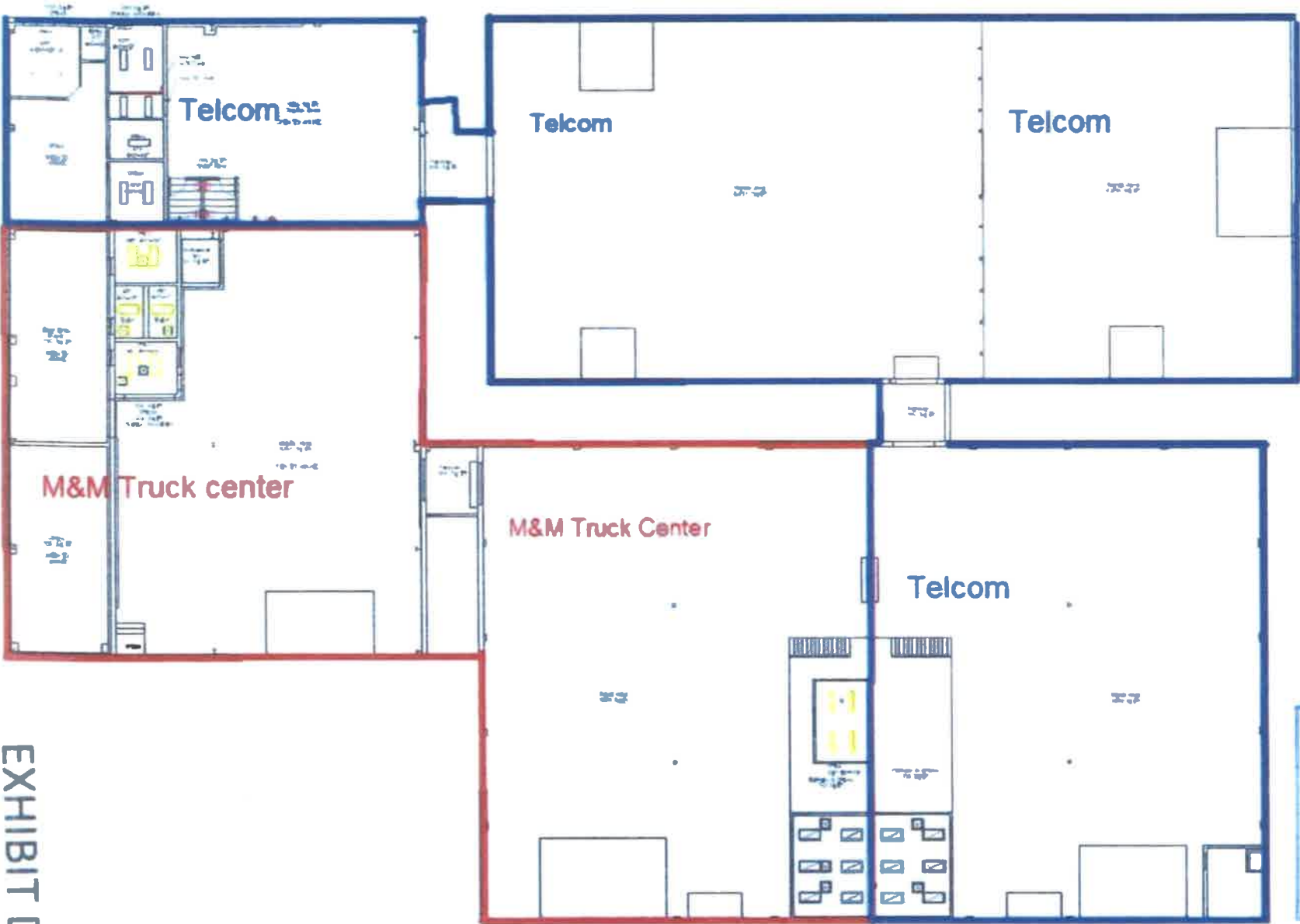
Zoning Overlays

- C-1-Shoreland Wetland
- FF-Flood Fringe
- Lakefront Overlay
- NO-Mixed Use Neighborhood



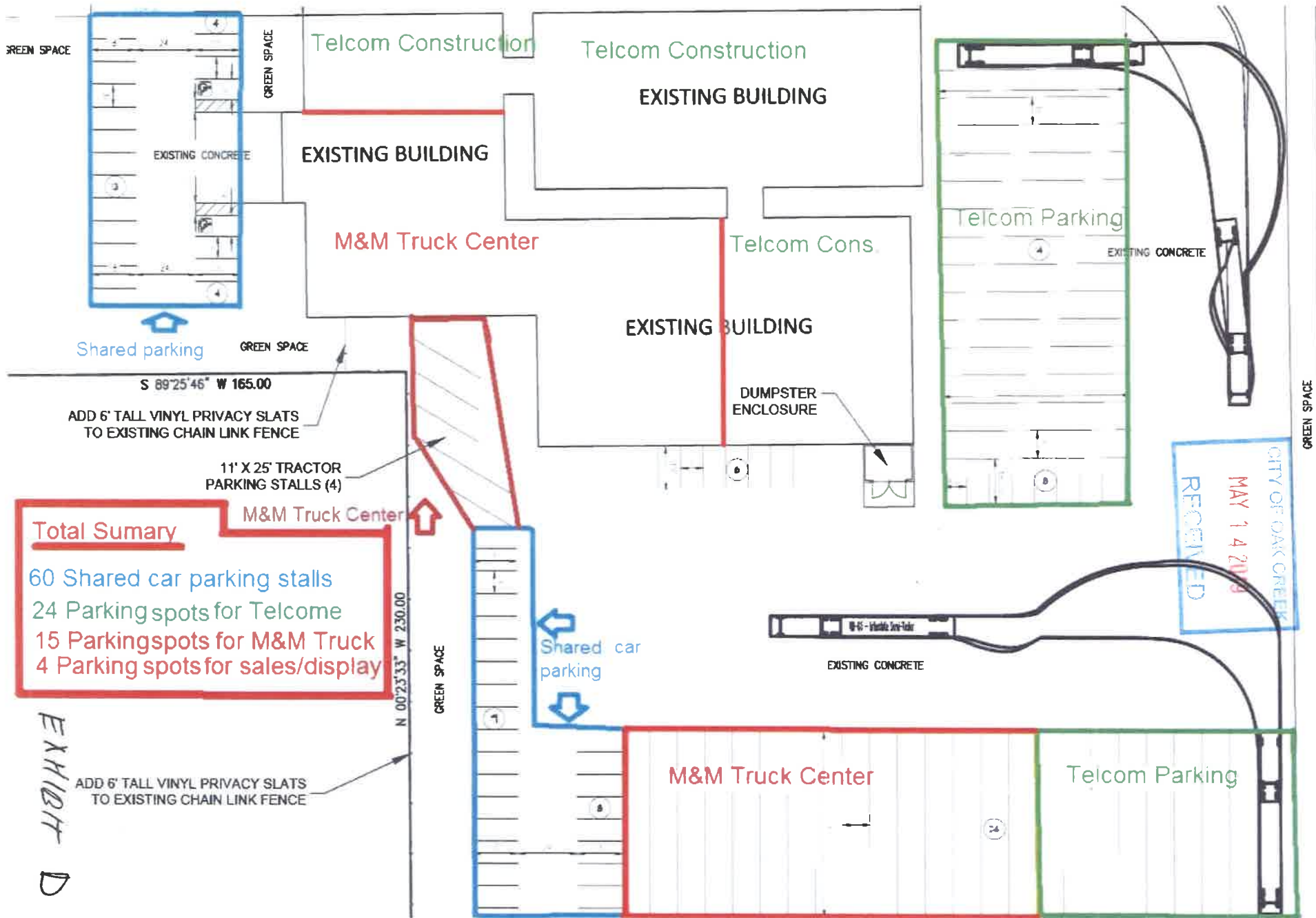
Department of Community Development

EXHIBIT D p.1



CITY OF OAK CREEK
MAY 14 2019
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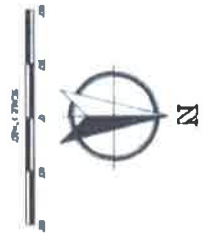
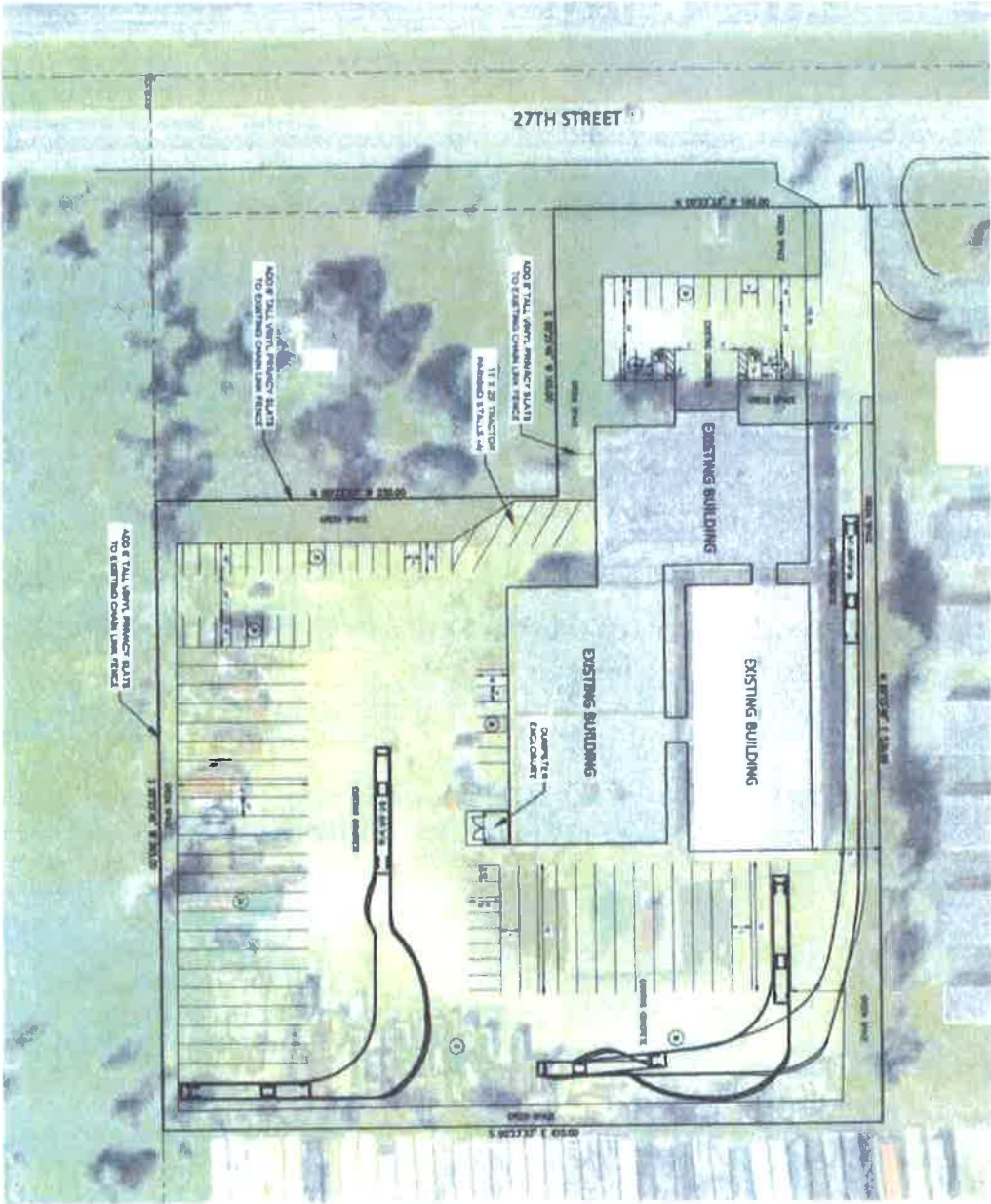
NOT FOR CONSTRUCTION
[REDACTED]



Total Summary

- 60 Shared car parking stalls
- 24 Parking spots for Telcome
- 15 Parkingspots for M&M Truck
- 4 Parking spots for sales/display

EXHIBIT D P.3



PARKING LOT DATA
 MOTOR-VEHICLE PARKING 24 STALLS
 TRUCK PARKING 4 STALLS
 OFF PARKING 20 STALLS

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 MAY 14 2019
 CITY OF OAK CREEK

NO.	DATE	REVISION

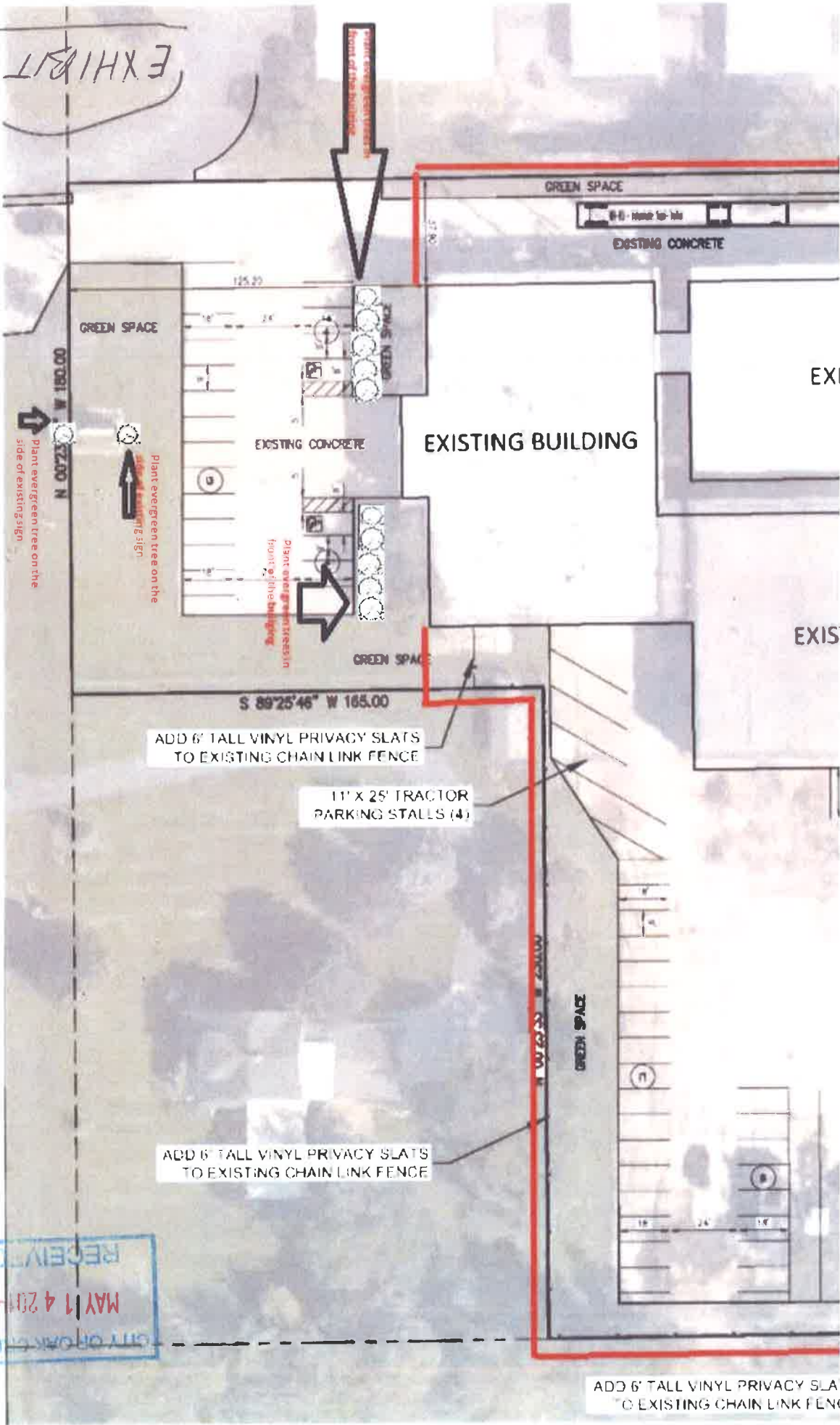
2018 0253.01
 SHEET
 2 OF 2

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
 2500 WISCONSIN ROAD, SUITE 100, FORT PIERCE, FL 34946
 TEL: 888.222.2222 Website: www.nmb.com



EXHIBIT D P 5



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 MAY 14 2014
 CITY OF OAK CREEK

ADD 6' TALL VINYL PRIVACY SLATS TO EXISTING CHAIN LINK FENCE



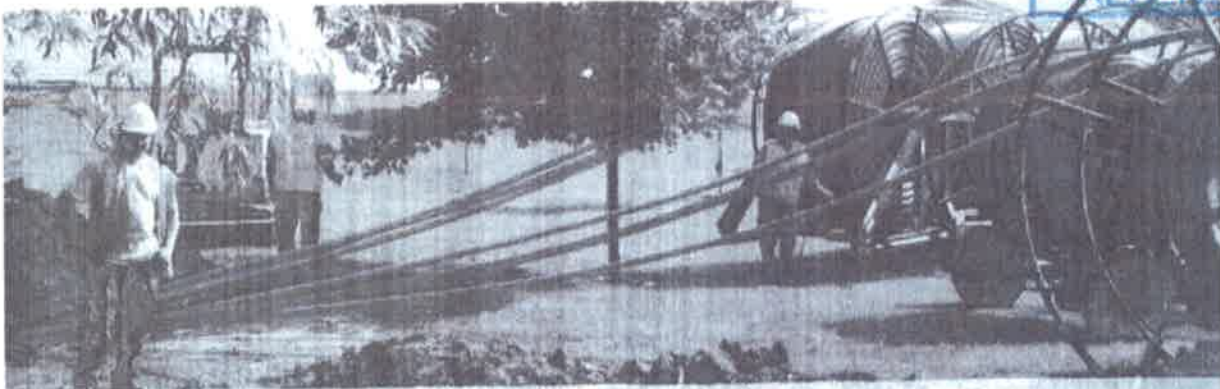
2015-2019

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MAY 14 2019

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HOME UNDERGROUND AERIAL SERVICES ABOUT CONTACT CAREERS



Experience and Equipment. TelCom Construction has the experience and equipment to handle any type of underground construction project, large or small, rural or metropolitan.

TelCom Construction is a full service, turnkey utility contractor providing services in all areas of utilities construction. We take great pride in offering a quality product at competitive prices. Our continued focus on diversity of work, safety, integrity and customer satisfaction have contributed to the successful growth of our company

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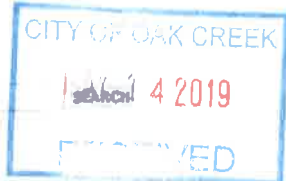


EXHIBIT E



(320) 558-1685

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Company History

TelCom Construction was founded in February 2000 by a small group of industry professionals that believed they could build a better company based on customer service and satisfaction. The principles used to guide the company to this goal were and are; Character, Capital and Capacity.

- **Character** - A company built on ethics, honesty with customers and employees, on giving our word and sticking to it, on going the extra mile on every job to make sure it exceeds customer expectations, owning up to mistakes and taking care of it, and always being there when the customer needs us.
- **Capital** - Being financially sound, investing in the latest equipment so we are always giving our customers the best possible technology on their jobs, but most importantly investing in the human capital, getting the best possible people, making training ongoing, and getting the people that believe in customer first.
- **Capacity** - Having all the people and equipment necessary to handle any job we take on, not taking a chance to over extend our capabilities if it were to cause any issues for a customer. Having the expertise needed to handle every aspect of every job we take on, bonding ability to handle very large projects and multiple projects anywhere in the United States

TelCom Construction has seen phenomenal growth over the last eleven years with a yearly growth averaging 33%. Our company has grown from our current headquarters in Clearwater, MN to be working all across the United States. TelCom Construction employs over 400 people across the United States.



Related Links

- Home
- Underground
- Aerial
- Services
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- Careers

TelCom Construction
2216 200th Street East
P.O. Box 188
Clearwater, MN 55320

Phone: (320) 547-1088
Fax: (320) 558-0486

Email: info@telcomconstruction.com

TelCom Construction - Branches

- Blaine, MN
- Elko, MN
- Pequot Lakes, MN
- Marion, IA
- Des Moines, IA
- Omaha, NE
- Sioux Falls, SD
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- Ottawa, KS
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HOME UNDERGROUND AERIAL SERVICES ABOUT CONTACT CAREERS

Underground

TelCom Construction has the experience and equipment to handle any type of underground construction project you may have, large or small, rural or metropolitan environment.

We have completed projects from as little as a few hundred feet to projects going hundreds of miles.

TelCom Construction has handled many different soil conditions, from underwater on a lake shore to going through solid rock. We have also completed many joint trench projects with other utilities as well.

Contact us for more information.

Whether you are in need of a single trench, trench-less technology or cable pulling, you can trust your underground construction project to TelCom Construction.

- Trenching – Single Trenching, Multi Unit Joint Trenching
- Plowing – Urban & Rural Plowing, Mainline & Drops
- Trench-less Technology – Horizontal Directional Drilling, Casing, Dry Boxes
- Cable Pulling/Blowing – Fiber & Copper, Power, Coax
- Conduit Placing/Pulling



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 2218 200th Street East
 P.O. Box 189
 Clearwater MN 55320
 Phone: (320) 547-1099
 Fax: (320) 558-0486
 Email: office@telcomconstruction.com

TelCom Construction – Branches
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CITY OF FAYETTEVILLE
MAY 14 2019
E. FAYETTEVILLE



CITY OF OAK CREEK
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CITY OF WEST GROVE
MAY 14 2019
RECEIVED



CITY OF OAK CREEK
MAY 14 2019

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

June 4, 2019

Via Email

Kari Papelbon
City Clerk, City of Oak Creek
8040 South 6th Street
Oak Creek, Wisconsin 53154

***Re: Conditional Use Application – Amendment to Existing CUP
9840 S. 27th Street, Rd Invest, Inc., Owner – Supplemental Information***

Dear Kari:

As per your email of yesterday regarding additional information, I have provided responses below:

1. *Number of Telcom employees anticipated per shift.*

6-10b per shift – 4-5 on site
2. *Number of Telcom trucks parked overnight.*

Up to 10 vehicles
3. *Number of anticipated Telcom customers, if any, that will be visiting the site.*

No customer visits anticipated
4. *Location of Telcom's outdoor storage. All that is identified on the submitted site plans are parking stalls.*

See attached aerial photo with planned locations of storage.
5. *The narrative references "temporary" outdoor storage. Can you clarify?*

See description from Telcom representatives below and attached photos

6. *The narrative states that Telcom vehicles will be parked outside after business hours. What types of vehicles will be parked after hours and in what location?*

The trucks used at the installation site for the project. A certain number of utility installation trucks with booms and baskets. Standard pick-up trucks. See further description below.

In discussing the operation with Telcom representatives, they have provided the following further information about their operation:

The nature of our business is to construct the fiber optic systems for various telecommunications companies in the area. In the course of this work, we utilize, on a daily basis, equipment such as horizontal directional drills, backhoes, mobile vacs, miniature excavators, etc to install conduit and fiber into the ground and on poles. In doing this work, we utilize sand, gravel and poles that we need to store outside. The storage in the attached pictures are examples of how it is separated in another of our facilities. In addition, much of the equipment and materials will be stored indoors as much as possible with the possible exception of these items. In addition, we will not have room to fully store all equipment inside and there will be some of it parked neatly outside.

We appreciate your consideration of this additional information.

Very truly yours,


Joseph R. Cincotta

Cc: Dragan Radeta
Randy Kelly (Telcom)



July 05, 2019

Steven Wagner
2746 S. 166th St.
New Berlin, WI 53151

Re: EDEO – Oak Creek
275 E DREXEL AVE BLDG B
Oak Creek, WI 53154

Plan Review #: PAPR19-0033
Tax Key #: 8149038000
Permit #: PBNR19-0103

Occupancy: S & S-1

Sq. Ft. 5,425

Type: IIB

Dear Steven Wagner:

Plans were reviewed in accordance with SPS 361-366 of the Wisconsin Administrative Code, and the Oak Creek Municipal Code Chapter 15. Please review the following information:

Separate permits are required for any electric, HVAC, fire protection, signage, fencing, paving and plumbing portions of the work.

IBC1011.1 Exit Signs: Exit signs, including directional exit signs, must be located so that no sign in an exit access corridor is more than 100 feet from the nearest exit sign. Directional exit signs must be located so that they will direct individuals to the exit.

SPS 361-40(4): Prior to occupancy being approved, a signed compliance statement must be submitted for the building (State form SBD 9720).

Plans have not been reviewed for compliance with applicable fire codes. Please contact Assistant Fire Chief, Mike Kressuk at the Oak Creek Fire Department at (414) 570-5642.

The project will require footing, foundation, back fill, floor slab, rough, and final inspections. The rough and final inspections will be made after all other trades are finished and the respective inspections have been made (i.e. electric, plumbing). A 24-hour notice is required prior to inspection. Please ensure that one copy of the approved plans remains on the job site until the project has final approval.

If you have any questions regarding this approval, please contact Tony Csavoj at (414) 766-7041 or acsavoj@oakcreekwi.org.

A copy of the approved plans and this letter must be kept on site during construction.

Sincerely,

Tony Csavoj
Building Inspector
acsavoj@oakcreekwi.org

cc: Michael Kressuk, Assistant Chief OCFD







Inside Storage for Reels, Handholes, Etc

Pole Storage

Sand/Gravel/Spoils

(Concrete Block Surround on piles)

© 2018 Google

Google Earth

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

Applicant:	RD Invest, Inc. (for Telcom)	Approved by Plan Commission: 6-11-19
Property Address:	9840 S. 27 th St.	Approved by Common Council: TBD
Tax Key Number(s):	903-9030-000	(Ord. TBD, Amending Ord. 2926)
Conditional Use:	Contractor's Office/Shop/Yard with Outdoor Storage; 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:

1) **General Development Plan**

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number of employees
 - iii) Number of all parking spaces
 - iv) Dimensions
 - v) Setbacks
- h) Location(s) of loading berth(s)
- i) Location of sanitary sewer (existing & proposed)
- j) Location of water (existing & proposed)
- k) Location of storm sewer (existing & proposed)
- l) Location(s) of outdoor display area(s)
- m) Location(s) of wetlands (field verified)
- n) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

2) **Landscape Plan**

- a) Screening plan, including parking lot / truck parking screening/berming
- b) Number, initial & mature sizes, and types of plantings
- c) Percentage open/green space

3) **Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans (w/dimensions)
- c) Materials of construction (including colors)

4) **Lighting Plan**

- a) Types & color of fixtures
- b) Mounting heights
- c) Types & color of poles
- d) Photometrics of proposed fixtures

5) **Grading, Drainage and Stormwater Management Plan**

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins (if required)

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction
- d) Materials to be stored (interior & exterior)

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, shall 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 following:
 - 1. Automobile & Truck Engine & Body Repair, Outdoor Storage of Vehicles, Outdoor Display of Vehicles for Sale, Semi-Truck/Trailer Parking
 - i. 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.
 - ii. 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.
 - 2. Contractor's Office/Shop/Yard with Outdoor Storage
 - i. Temporary parking of trucks and equipment associated with the business (e.g., horizontal directional drills, backhoes, mobile vacs, excavators), and shall be located within the fenced area in designated & striped stalls. There shall be no storage of unlicensed vehicles or vehicles and equipment not associated with the operation of the business.
 - ii. Temporary outdoor storage materials (e.g., utility poles and pedestals, cable spools, hand holes) shall be in the locations as designated on the plan. Sand and gravel shall be stored within concrete block surrounds. These storage areas, including the concrete block surrounds, shall be removed at the discontinuation of the use, the end or termination of the lease, or at the expiration of the conditional use permit.
 - iii. There shall be no outdoor storage outside of or above the height of the fenced area.

- C. 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.
- D. All new parking and display areas shall be striped and landscaped in accordance with approved site plans and applicable Codes.
- E. 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.

F. Hours of operation shall be in accordance with the following:

Automobile & Truck Engine & Body Repair, Outdoor Storage of Vehicles, Outdoor Display of Vehicles for Sale, Semi-Truck/Trailer Parking

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

Contractor’s Office/Shop/Yard with Outdoor Storage

	Monday – Friday	Saturday	Sunday
Office	6:00 AM – 7:00 PM	6:00 AM – 7:00 PM	6:00 AM – 7:00 PM

- G. Any change to the occupancy of the site or building shall conform to all Building, Fire, and Municipal Code requirements (as amended).
- H. Solid waste collection and recycling shall be the responsibility of the owner.
- I. 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 27th Street corridor, the Conditional Use Permit for **Automobile & Truck Engine & Body Repair, Outdoor Storage of Vehicles, Outdoor Display of Vehicles for Sale, Semi-Truck/Trailer Parking** is limited in duration to six (6) years from the original date of issuance of the Conditional Use Permit (expires January 15, 2025). The Conditional Use Approval for one (1) Contractor’s Office/Shop/Yard with Outdoor Storage is limited in duration to two (2) years from the date of issuance of the Conditional Use Permit Amendment (expires July 16, 2021). The owner may apply for an extension of this Conditional Use Permit and/or Amendment. 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. REVOCAION

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)

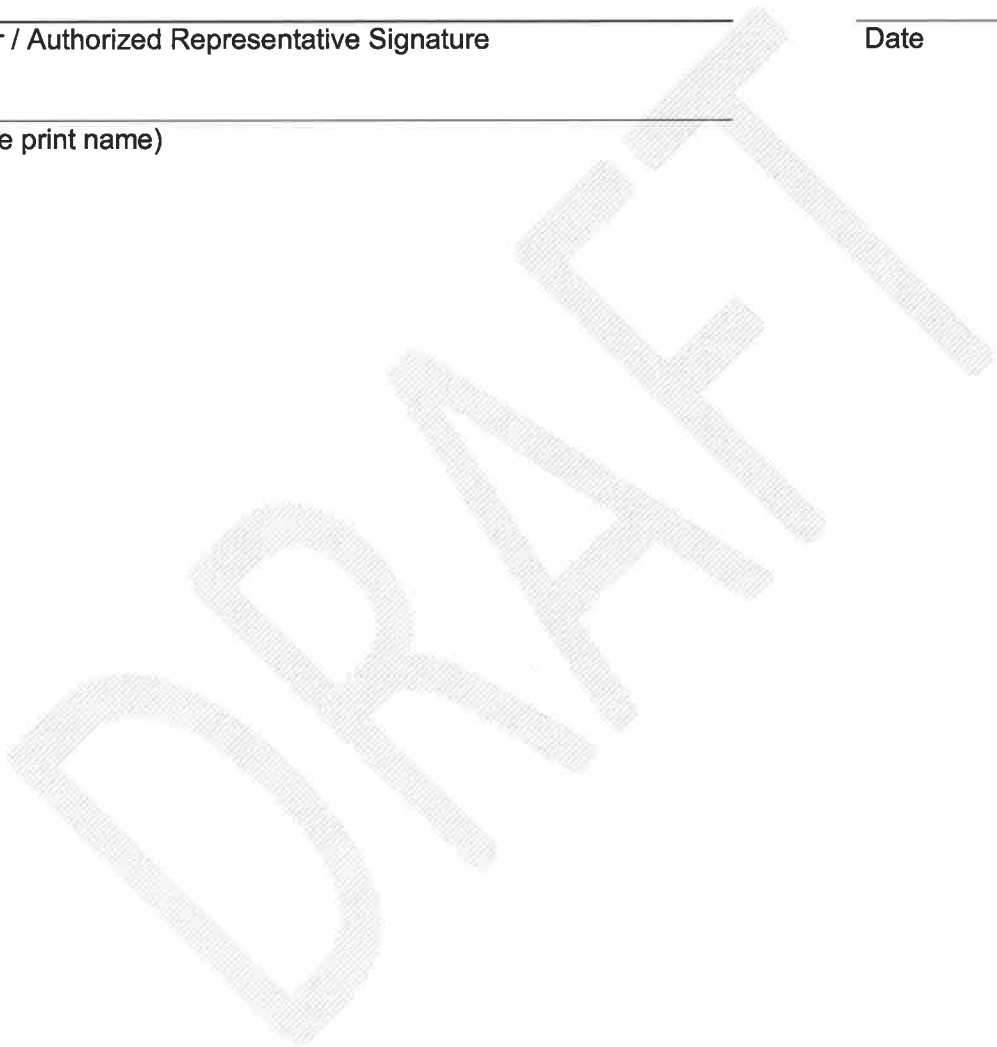


EXHIBIT A: CONCEPTUAL SITE PLAN (Ord. 2926)

(For illustrative purposes only. Detailed plans in accordance with these Conditions and Restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

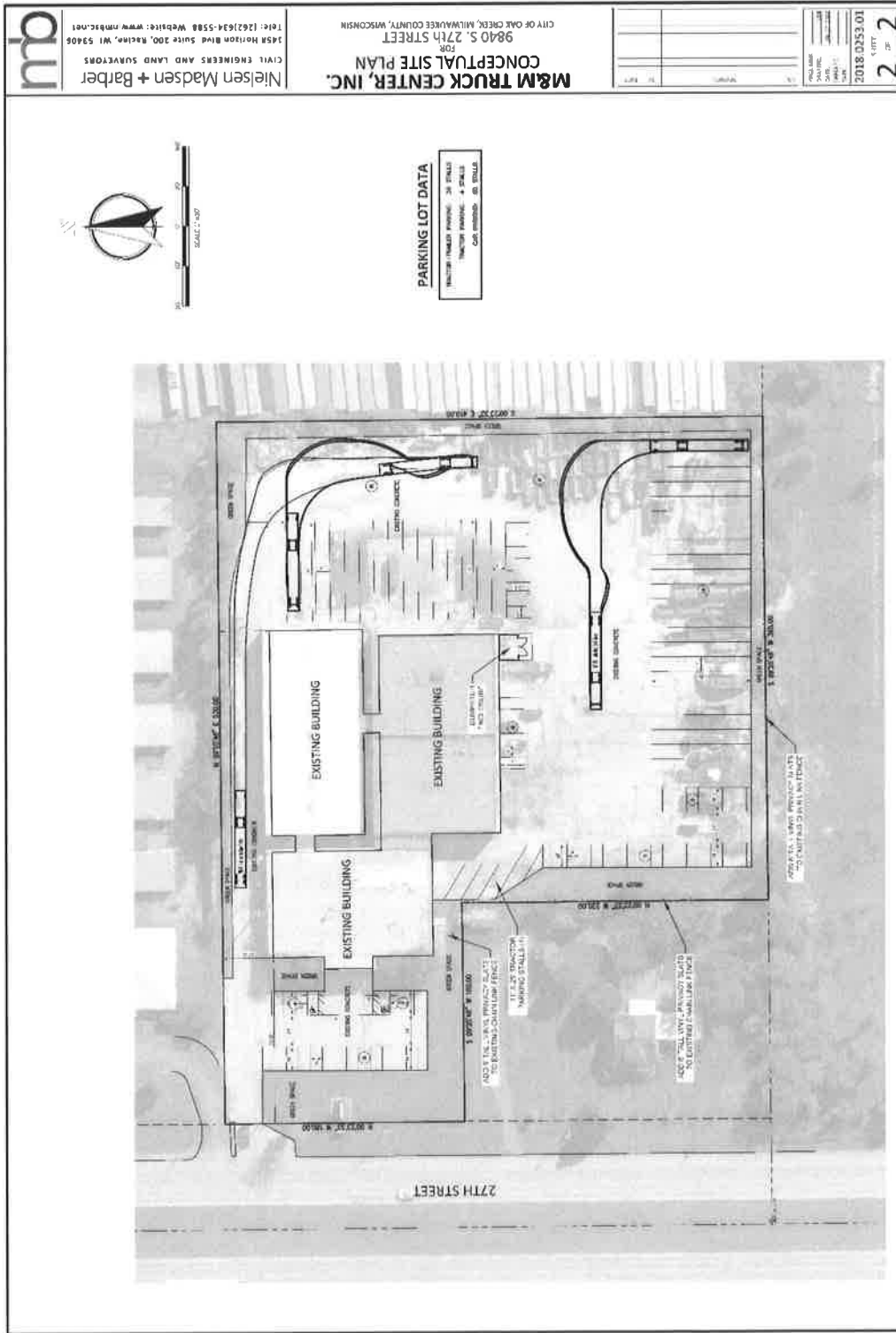


EXHIBIT A CONT'D: CONCEPTUAL SITE PLAN (ENLARGED)

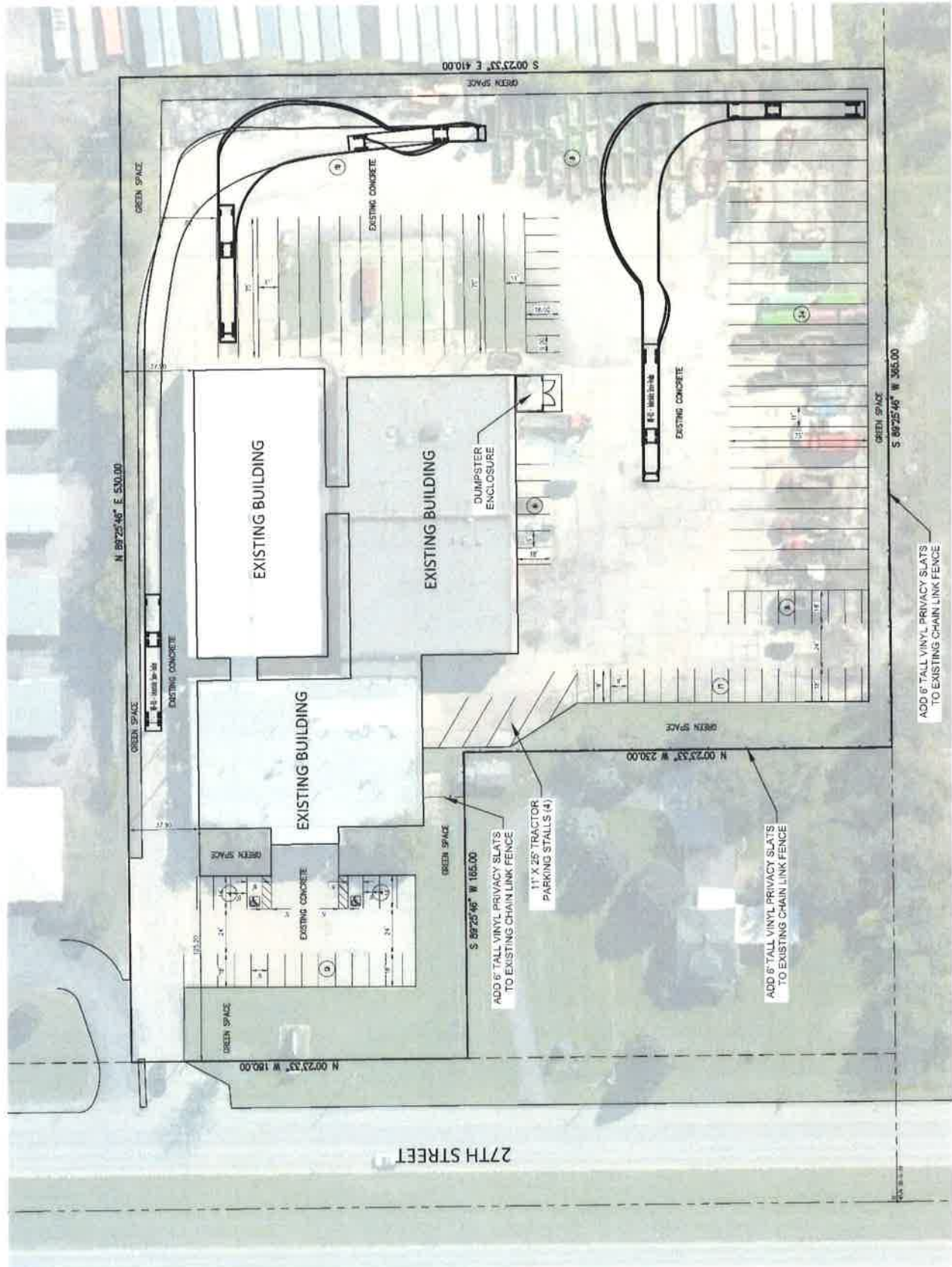
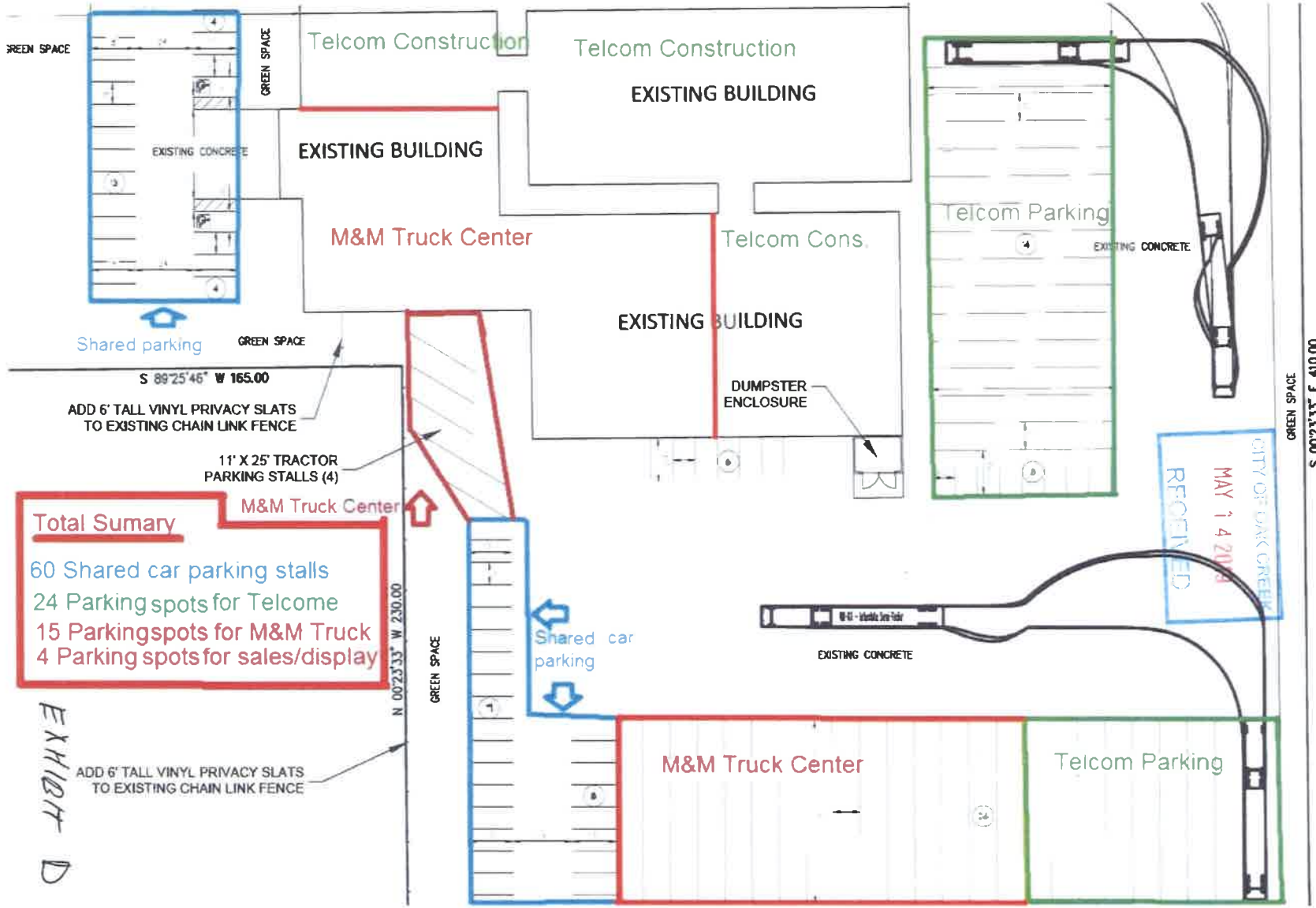


EXHIBIT B: CONCEPTUAL SITE PLAN - COMBINED USES



Total Summary

- 60 Shared car parking stalls
- 24 Parking spots for Telcome
- 15 Parkingspots for M&M Truck
- 4 Parking spots for sales/display

EXHIBIT D P.3

EXHIBIT C: CONCEPTUAL SITE PLAN – OUTDOOR STORAGE FOR TELCOM



**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, June 11, 2019**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Simmons, Commissioner Carrillo, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldani, Commissioner Siefert and Commissioner Chandler. Alderman Loreck and Commissioner Hanna were excused. Also present: Kari Papelbon, Planner; and Joseph Krivichi, Planning Intern.

**CONDITIONAL USE PERMIT AMENDMENT
RD INVEST, INC.
9840 S. 27th STREET
TAX KEY NO. 903-9030-000**

Planner Papelbon provided an overview of the request for a Conditional Use Permit Amendment to allow a portion of the existing building and lot to be used for a contractor's office/shop/yard, with limited outdoor storage. (See staff report for details).

Mayor Bukiewicz asked the applicant if he would like to speak.

Dragan Radeta, 7228 South 27th Street, the property owner explained the new tenant signed a three lease and the applicant would like to know if this can be accommodated. Mr. Radeta also gave an overview of the project that is covered in the staff report

Iven Heidi, TelCom Construction, approached the podium to state he is there to answer any questions.

Alderman Guzikowski inquired about how the term length was determined for the permit. Planner Papelbon explained that planning staff did not have a lease term at the time of writing the conditions and restrictions, and felt two years would be appropriate to include for Plan Commission consideration. With the new knowledge that there is a three-year lease term, staff would be comfortable to propose that change within the conditions and restrictions. After three years they would be required to come back for an amendment.

Commissioner Chandler asked where TelCom's headquarters are located.

Mr. Heidi stated the headquarters are located in Minnesota.

Commissioner Chandler inquired if the headquarters would be moving here.

Mr. Heidi explained the headquarters would not be moving; this facility would a regional office. This office would serve southern and eastern Wisconsin.

Commissioner Chandler questioned if this location would be in addition to the office in Milwaukee.

Mr. Heidi confirmed the office in Milwaukee will remain open, but is overcrowded right now so they need to expand.

Commissioner Simmons inquired if the eastern portion of the parking lot is paved.

Mr. Radeta explained everything is very overgrown right now because the property was vacant for seven or eight years. If the lot is not paved he will have it paved.

Mayor Bukiewicz stated if everyone is comfortable with the three year sunset it should be added to the motion. Mayor Bukiewicz also asked Planner Papelbon if the paving, if needed, should be included in the conditions and restrictions.

Planner Papelbon stated she believes the paving is already included in the conditions, but if it is not included, it is a Code requirement. If the Plan Commission would like the paving included in the conditions and restrictions, the Plan Commission can make that correction and staff will add it prior to Council review.

Alderman Guzikowski moved that the Plan Commission recommends that the Common Council approve a Conditional Use Permit Amendment to allow a contractor's office/shop/yard, with limited outdoor storage on the property at 9840 S. 27th St., after a public hearing. Commissioner Siepert seconded.

Mayor Bukiewicz asked that the sunset correction be included.

Alderman Guzikowski continued the motion to include the correction of a sunset of three years.

Planner Papelbon stated staff will incorporate Commissioners' comments.

Second concurs.

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 7:06 p.m.

ATTEST:



Douglas Seymour, Plan Commission Secretary

6-25-19

Date

COMMON COUNCIL REPORT

Informational: Health Department Services Update

Fiscal Impact: None

Critical Success Factor(s):

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

Background: The Health Department strives to provide quality services to the Oak Creek community and to ensure that information regarding services is readily available to community members and elected officials. One of the goals outlined in the Health Department's 2018 Strategic Plan is to "Strengthen relationships with administration and elected officials." Strategies to achieve this goal include disseminating the Annual Report to the Common Council and providing an update on Health Department services at least annually.

The Health Department will provide a brief presentation including 2018 service highlights and 2019 service updates.

Respectfully submitted:



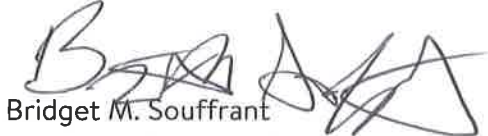
Andrew J. Vickers, MPA
City Administrator

Prepared:



Darcy DuBois, MPH
Community Public Health Officer

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Oak Creek Health Department 2018 Annual Report

Oak Creek Health Department
2018 Annual Report



Table of Contents

Letter from Health Officer.....	3
Mission & Vision.....	3
Health Department Staff.....	4
Board of Health Membership.....	4
Communicable Disease.....	5
Community Outreach.....	6
Environmental Health.....	7
Maternal & Child Health.....	8
Other Programming.....	9
APPENDIX	
Full Statistical Report.....	11

Letter from Community Public Health Officer

I am excited to share with you Oak Creek Health Department 2018 Annual Report. Wisconsin State Statutes outline the basic requirements that all local health departments must meet. In addition, the Health Department uses community data and input to identify additional services to provide in order to meet the needs of the Oak Creek community.



In this report, we have highlighted many of our proud accomplishments from 2018 to demonstrate public health in action. In collaboration with community members and community partners, our team works hard every day to prevent disease, promote health, and protect the community. Last year, the Oak Creek Health Department continued to provide services that have proven beneficial to the community, including communicable disease investigation and follow up, the child passenger safety program, and the Stepping On falls prevention program. In addition, we added several new programs in response to community interest and need, including a breastfeeding support program as well as the Wake Up Call room, a substance abuse education resource for parents and caregivers. Additional program data can be found in the appendix.

In 2019, we will work to engage residents in the development of our next Community Health Assessment. Additionally, we anticipate implementing several new services in order to meet the ever-changing needs of the community.

I hope you enjoy our annual report and encourage you to visit our website and follow us on social media for more information about current issues, programs, and new events!

Respectfully,

A handwritten signature in black ink that reads "Darcy DuBois".

Darcy DuBois, MPH

Community Public Health Officer

Mission

The mission of the Oak Creek Health Department is to promote health, prevent disease and injury, and provide a healthy environment for the individual, family and community.



HEALTH DEPARTMENT STAFF

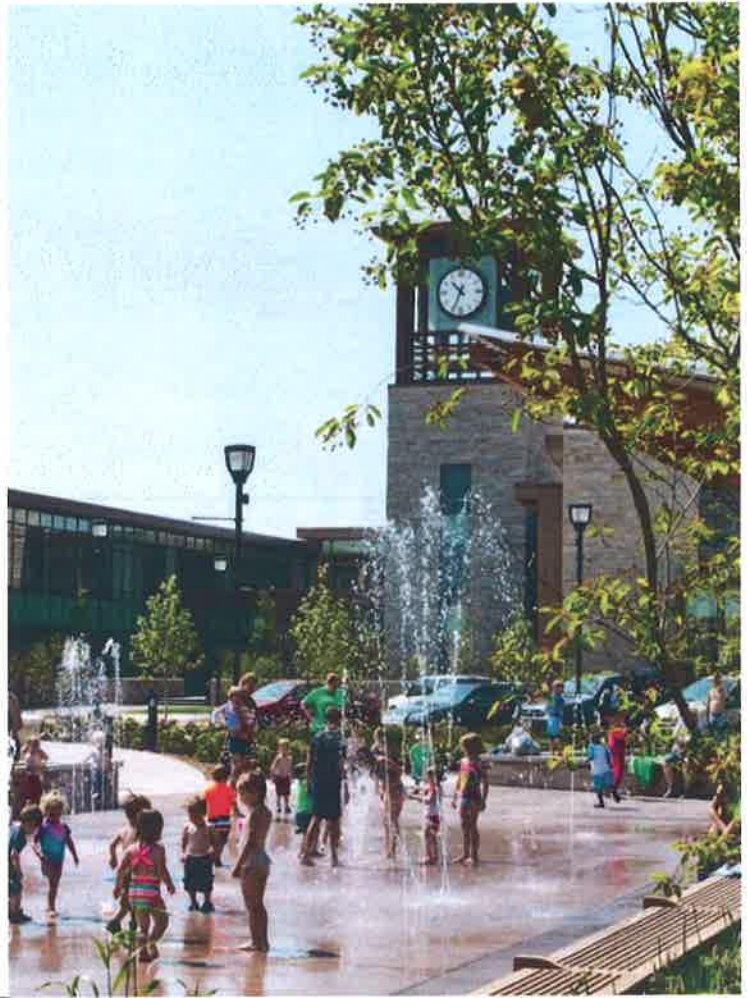
Community Public Health Officer
Darcy DuBois, MPH

Public Health Specialist
Vacant

Public Health Nurses
Anne Barberena, BSN, RN
Kerry Wardius, BSN, RN
Vacant

Environmental Health Specialist
Dale Pittman, RS, AFO

Health Clerks
Leanne Robb
Carol Feather



BOARD OF HEALTH

Chairperson

Oak Creek Citizen Representative
José Avila, MSN, RN

Medical Advisor
Michael D'Amico, MD

Oak Creek Alderperson
Steve Kurkowski

Community Public Health Officer
Darcy DuBois, MPH

Oak Creek Citizen Representative
Gary Hintz

Oak Creek Citizen Representative
Richard Barribeau

Oak Creek Citizen Representative
Denise Ewing Decker

Oak Creek Environmental Health Specialist
Dale Pittman, RS, AFO

Communicable Disease

The Health Department is required by Wisconsin State Statute to investigate all suspect, probable, and confirmed cases of many communicable diseases. Communicable disease investigation activities help to prevent and control the spread of disease and protect the health of Oak Creek residents and visitors. In 2018, the Health Department investigated 360 communicable disease, which was an increase over the 317 investigations completed in 2017.

Disease Name	Number of Investigations
Acute Flaccid Myelitis	1
AFB Smear	1
Arboviral Illness, Zika Virus	1
Babesiosis	1
Blastomycosis	5
Campylobacteriosis	6
Carbapenem-resistant Enterobacteriaceae	1
Carbon Monoxide Poisoning	2
Chlamydia Trachomatis Infection	105
E.Coli	3
Giardiasis	2
Gonorrhea	30
Haemophilus Influenzae	1
Hepatitis A	4
Hepatitis B	13
Hepatitis C, chronic	38
Histoplasmosis	1
Influenza-associated Hospitalization	39
Kawasaki Disease	1
Legionellosis	2
Lyme Disease	3
Measles	5
Mumps	9
Mycobacterial Disease (non-Tuberculosis)	7
Pertussis	20
Salmonellosis	5
Shigellosis	2
Strep Invasive Disease/Infection	25
Toxoplasmosis	1
Transmissible Spongiform Encephalopathy	1
Tuberculosis	7
Tuberculosis, Latent Infection	14
Varicella	4
Total Communicable Disease Investigations	360

Source: Wisconsin Electronic Disease Surveillance System

Community Outreach

One of the main goals of local health departments is community outreach and engagement. The Oak Creek Health Department conducts a variety of community outreach efforts and activities in order to engage and meet the needs of the Oak Creek community. See below for some 2018 community outreach highlights.



Health Fair

The Health Department has coordinated a health fair annually since 2014. In 2018, fifteen vendors participated in the health fair, offering a wide variety of information and resources as well as health screenings and services. Approximately 200 community members attended the 2018 health fair.

Freedom on Wheels

The Health Department partnered with the Milwaukee County Department on Aging to provide the first annual Freedom on Wheels event in 2018. The event provided seniors with the opportunity to learn how to confidently and safely utilize the Milwaukee County Transit System buses. Approximately 15 participants attended this event.



ON THE TABLE MKE

The Health Department partnered with the YMCA, Serve2Unite, and the Greater Milwaukee Foundation to host an ON THE TABLE MKE event, which focused on building inclusive communities. Participants had the opportunity to view *Waking in Oak Creek*, a documentary on the community and law enforcement response to the Sikh Temple shooting, and participate in roundtable discussions regarding fostering an inclusive Oak Creek community.

Environmental Health

Environmental health is an important component of public health. The Oak Creek Health Department provides a variety of environmental health programming to promote and protect the health of Oak Creek residents and visitors.

Radon Test Kits

The Oak Creek Health Department provides low-cost radon test kits as well as radon education and resources to Oak Creek residents. Radon is a colorless, odorless, naturally-occurring gas that can seep into homes through cracks or holes in the foundation, and long-term exposure to radon can increase the risk of developing lung cancer. Seventy-three radon kits were distributed to Oak Creek residents in 2018. Over 60% of Oak Creek homes tested have had elevated radon levels. The Health Department encourages all residents to test their home for radon.



Food Safety and Recreational Licensing

The Oak Creek Health Department serves as an agent of the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP). Through partnership with the Oak Creek Inspections Division, licensing and inspection services for restaurants, pools, and hotels are provided for all Oak Creek food and recreational facilities. See below for 2018 Food Safety and Recreational Licensing data (Wisconsin HealthSpace).



Restaurant Licenses Issued	95
Retail Food Establishment Licenses Issued	46
Pool Licenses Issued	24
Hotel Licenses Issued	13
Inspections Completed	381
Re-inspections Completed	69
Complaints Investigated	43

Maternal and Child Health



In 2018, 391 babies were born to Oak Creek residents (State of Wisconsin Vital Records). The Oak Creek Health Department provides many maternal and child health services to support families with children of all ages. See below for 2018 highlights from several programs.

Breastfeeding Support

In 2018, the Health Department implemented a new breastfeeding support program after one of our public health nurses became a certified lactation consultant. She provides free support to breastfeeding families, both in our clinic and in community members' homes. She worked with 21 families in 2018, providing a total of 32 home visits or in-office consultations.

Child Passenger Safety Program

The Health Department has maintained a child passenger safety program since 2015, offering free car seat installations and checks to Oak Creek residents. In addition, the Health Department is able to offer free car seats to some clients who do not have the resources to purchase one. In 2018, Health Department staff provided 115 car seat checks or installations and distributed 16 free car seats.

Safe Sleep

The Health Department began offering a safe sleep program in 2015 to ensure that all Oak Creek families had a safe place for their baby to sleep. Free pack n plays are provided to income eligible families. In 2018, the Health Department distributed seven pack n plays. In 2016, the Health Department began distributing baby boxes in addition to pack n plays. Baby boxes are available to all Oak Creek residents that complete educational modules online through Baby Box University. In 2018, 55 baby boxes were distributed.



Other Programming

Alcohol and Other Drug Program

Alcohol and other drug (AODA) programming was identified as a priority in the most recent Community Health Improvement Plan, *Healthiest Oak Creek 2014-2019*. The Health Department facilitates an AODA Taskforce, which identifies AODA priorities and activities for the Health Department to focus on. In 2018, the Health Department partnered with a local Boy Scout to create a mobile Wake Up Call room, a mock teen bedroom used to educate parents and caregivers about signs of drug use among teens. The Wake Up Call room was viewed by approximately 150 residents at several 2018 community events, including National Night Out and Back to School Night at the High School.



In partnership with the Board of Health, the Oak Creek Franklin School District, and the Oak Creek Police Department, the Health Department proposed adoption of an amendment to the Oak Creek Municipal Code to prohibit the use of electronic smoking devices in all areas where traditional cigarettes and tobacco products were already prohibited. The Oak Creek Common Council adopted this updated Ordinance in September, 2018, promoting the health, safety, and general welfare of Oak Creek residents and visitors.

Falls Prevention Program

The Health Department has offered Stepping On, an evidence-based falls prevention program for older adults since 2009. The class is typically offered twice annually, in spring and fall, and has been consistently well attended since program inception. In 2018, 22 older adults successfully completed the class, learning about strategies and resources to avoid falling.





OAKCREEK
— WISCONSIN —

HEALTH

Oak Creek Health Department

8040 S. 6th St.

Oak Creek, WI 53154

Office Hours: 8:00am-4:00pm

414-766-7950

www.oakcreekwi.org/health



/OakCreekHealth



@OakCreekHealth

Oak Creek Health Department Data		
<i>Program/Service/Activity</i>	2018	2017
<i>Communicable Disease Activities</i>		
Communicable disease investigations	360	317
Contact investigations	58	12
<i>Clinical Services</i>		
<i>Immunization Program</i>		
Immunizations (non-flu) administered	139	123
Flu immunizations administered	138	174
<i>Lead Case Management</i>		
High blood lead investigations and follow-up	8	6
<i>Other Clinical Services</i>		
TB skin tests administered	161	144
Blood pressure screenings administered	46	59
<i>Maternal and Child Health</i>		
<i>Safe Sleep Program</i>		
Pack n' plays distributed	7	7
Baby boxes distributed	55	15
<i>Child Passenger Safety Program</i>		
Car seat checks completed	115	128
Car seats distributed	16	16
<i>Prenatal Care Coordination</i>		
New clients enrolled	4	4
<i>Breastfeeding Support</i>		
Clients served	21	N/A
<i>Community Health</i>		
Stepping On sessions (8-weeks) completed	2	2
<i>Environmental Health</i>		
<i>General Environmental Health</i>		
General environmental health investigations	37	N/A
<i>Rabies Control Program</i>		
Animal bite investigations	66	54
<i>Sharps Container Collection Site</i>		
Sharps containers collected	348	385
Sharps containers distributed	330	324
<i>Radon Program</i>		
Radon testing kits distributed	131	82
<i>Inspections Data</i>		
Inspections Completed	381	157
Re-inspections Completed	69	19
Complaints Investigated	43	65

Data sources: WEDSS, MedSystems, Stellar, Wisconsin HealthSpace

COMMON COUNCIL REPORT

Informational: Health Department Level III Certification Award Presentation

Fiscal Impact: None

Critical Success Factor(s):

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

Background: Wisconsin State Statute requires the Department of Health Services (DHS) to evaluate each local health department every five years to assure that they are providing a basic level of services to the community. This review is based on DHS Administrative Rule 140, which outlines services that every local health department is required to provide. Health departments are required to prepare and present evidence outlining services and activities that meet the requirements outlined in DHS Administrative Rule 140. Based on the results of the review, each health department is certified as a Level I, II, or III health department, with a Level I department providing the minimum number of services and a Level III department providing the most comprehensive array of services. Additionally, health departments certified as a Level III department receive additional DHS grant funding.

The Oak Creek Health Department completed the DHS 140 Review in February, 2019. As a result of the review, the department has been certified as a Level III health department. Dawn Mumaw, Director of the Southeastern Region for the DHS Division of Public Health, will present the department with the Level III certificate.

Respectfully submitted:



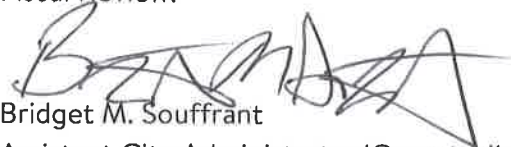
Andrew J. Vickers, MPA
City Administrator

Prepared:



Darcy DuBois, MPH
Community Public Health Officer

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: OCHD 140 Review Letter of Determination

Tony Evers
Governor



State of Wisconsin
Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
PO BOX 2859
MADISON WI 53701-2859

Telephone: 608-266-1251
Fax: 608-267-2832
TTY: 711 or 800-947-3529

Andrea Palm
Secretary

February 20, 2019

Jose Avila
Oak Creek Board of Health
8040 S 6th St,
Oak Creek, WI 53154

Dear Mr. Avila:

The Department of Health Services (DHS) congratulates the Oak Creek Health Department for demonstrating the infrastructure and program capacity to be certified as a Level III Health Department. As authorized by state statute and defined in Administrative Rule DHS Chapter 140.07, the department shall direct a process to determine compliance with state statutes and establish the level of services being provided. The Oak Creek Health Department presented to DHS evidence of providing 14 programs or services which address at least 7 focus areas identified in the state health plan: *Healthiest Wisconsin 2020: Everyone Living Better, Longer*. Formulas used by DHS to distribute grant funds provide for additional funds to Level III Health Departments.

I am happy to report the Oak Creek Health Department provided all services required by statute and rule.

I want to acknowledge the work of the Oak Creek Health Department staff. Darcy Dubois, health officer, did an excellent job of providing quality evidence of meeting statutes and rules. I also appreciate the support of the Oak Creek Board of Health for maintaining a strong public health department. I am sure that with ongoing support, the Oak Creek Health Department will continue to protect and promote the health of the people in your jurisdiction.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chuck Warzecha'.

Chuck Warzecha
Deputy Administrator
Division of Public Health

c: Darcy Dubois, Health Officer
Dawn Mumaw, DPH Southeast Regional Director



COMMON COUNCIL REPORT

- Item:** Resolution No. 12081-071619, a Resolution authorizing the issuance and sale of a \$4,110,000 General Obligation Refunding Bond
- Recommendation:** That the Common Council adopt Resolution No. 12081-071619, a Resolution authorizing the issuance and sale of a \$4,110,000 General Obligation Refunding Bond.
- Fiscal Impact:** The refunding bonds will be paid from tax increment revenue in TID 12 from the values generated by the IKEA project.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: On May 21, 2019, the Common Council approved the Plan of Finance to refund the original \$5,100,000 General Obligation short term note issued on August 30, 2016 for infrastructure leading up to the IKEA site in TID 12. As is customary when we issue bonds for development infrastructure, the City is now prepared to issue long term debt and make payments utilizing the increment that has been generated by the IKEA project. Additionally, the City has now separated the debt into tax exempt and taxable uses based on how the infrastructure work was completed on public property versus private property.

Council will recall this split resulted from the amended development agreement where the parties determined how to appropriate the money saved on the infrastructure projects. The City has received approval from our Bond Counsel at Quarles & Brady to split the original debt into \$4,110,000 of tax exempt refunding bonds and \$1,040,000 of taxable refunding bonds.

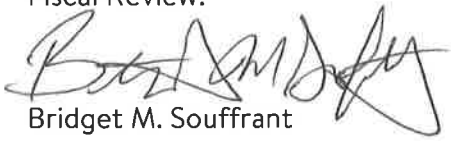
Justin Fischer, Senior Vice President with Baird will be at the Council meeting to discuss the rates received on July 16th for the City's new borrowing. Moody's Investor Service has issued an Aa2 rating on these bonds and reaffirmed the rating of Aa2 for our other outstanding bonds and notes.

Options/Alternatives: Council could choose to issue another short term note and prolong the long term, final debt issuance, however the TID is able to support the long term debt with existing increment.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant

Assistant City Administrator/Comptroller

Attachments: Resolution No. 12081-071619

RESOLUTION NO. 12081-071619

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$4,110,000* GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds to pay the cost of refinancing certain outstanding obligations of the City, to wit: a portion of the General Obligation Promissory Notes, Series 2016B, dated August 30, 2016 (the "2016B Notes") (hereinafter the refinancing of that portion of the 2016B Notes shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund such portion of the 2016B Notes (the "Refunded Obligations") for the purpose of restructuring the outstanding obligations of the City;

WHEREAS, the remaining portion of the 2016B Notes is expected to be refinanced by Taxable General Obligation Refunding Bonds being issued simultaneously with this issue of bonds;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell such general obligation refunding bonds to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FOUR MILLION ONE HUNDRED TEN THOUSAND DOLLARS (\$4,110,000*) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, general obligation refunding bonds aggregating the principal amount of FOUR MILLION ONE HUNDRED TEN THOUSAND DOLLARS (\$4,110,000*) (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

* Preliminary, subject to change.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$4,110,000*; shall be dated August 1, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on October 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2027 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2019 through 2035 for payments due in the years 2020 through 2036 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax

* Preliminary, subject to change.

roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds dated August 1, 2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and

the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Redemption of the 2016B Notes. The 2016B Notes are hereby called for prior payment and redemption on August 19, 2019 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the 2016B Notes are hereby ratified and approved.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 16, 2019.

Kenneth Gehl, Common Council President

Daniel Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

Vote Count: Ayes: _____ Noes: _____

DRAFT

EXHIBIT A

Bond Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on October 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT C

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
NO. R- _____ CITY OF OAK CREEK \$ _____
GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ August 1, 2019 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$4,110,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on July 16, 2019. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on October 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2027 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution authorizing the Bonds, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Oak Creek, Milwaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Oak Creek, Milwaukee County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL*

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016B
DATED AUGUST 30, 2016

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called for prior payment on August 19, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2019	\$5,100,000	2.00%	671137VC8

Upon presentation and surrender of said Notes to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on August 19, 2019.

By Order of the
Common Council
City of Oak Creek
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association at least thirty-five (35) days prior to August 19, 2019. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to August 19, 2019 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

COMMON COUNCIL REPORT

- Item:** Resolution No. 12082-071619, a Resolution authorizing the issuance and sale of a \$1,040,000 Taxable General Obligation Refunding Bond
- Recommendation:** That the Common Council adopt Resolution No. 12082-071619, a Resolution authorizing the issuance and sale of a \$1,040,000 Taxable General Obligation Refunding Bond.
- Fiscal Impact:** The refunding bonds will be paid from tax increment revenue in TID 12 from the values generated by the IKEA project.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: On May 21, 2019, the Common Council approved the Plan of Finance to refund the original \$5,100,000 General Obligation short term note issued on August 30, 2016 for infrastructure leading up to the IKEA site in TID 12. As is customary when we issue bonds for development infrastructure, the City is now prepared to issue long term debt and make payments utilizing the increment that has been generated by the IKEA project. Additionally, the City has now separated the debt into tax exempt and taxable uses based on how the infrastructure work was completed on public property versus private property.

Council will recall this split resulted from the amended development agreement where the parties determined how to appropriate the money saved on the infrastructure projects. The City has received approval from our Bond Counsel at Quarles & Brady to split the original debt into \$4,110,000 of tax exempt refunding bonds and \$1,040,000 of taxable refunding bonds.

Justin Fischer, Senior Vice President with Baird will be at the Council meeting to discuss the rates received on July 16th for the City's new borrowing. Moody's Investor Service has issued an Aa2 rating on these bonds and reaffirmed the rating of Aa2 for our other outstanding bonds and notes.

Options/Alternatives: Council could choose to issue another short term note and prolong the long term, final debt issuance, however the TID is able to support the long term debt with existing increment.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

A handwritten signature in black ink, appearing to read 'Bridget M. Souffrant', written over the printed name.

Bridget M. Souffrant

Assistant City Administrator/Comptroller

Attachments: Resolution No. 12082-071619

RESOLUTION NO. 12082-071619

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$1,040,000* TAXABLE GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds to pay the cost of refinancing certain outstanding obligations of the City, to wit: a portion of the General Obligation Promissory Notes, Series 2016B, dated August 30, 2016 (the "2016B Notes") (hereinafter the refinancing of that portion of the 2016B Notes shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund such portion of the 2016B Notes (the "Refunded Obligations") for the purpose of restructuring the outstanding obligations of the City;

WHEREAS, the remaining portion of the Refunded Obligations is expected to be refinanced by General Obligation Refunding Bonds issued simultaneously with this issue of the bonds;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds on a taxable rather than tax-exempt basis; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell such taxable general obligation refunding bonds to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of ONE MILLION FORTY THOUSAND DOLLARS (\$1,040,000*) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City,

* Preliminary, subject to change.

taxable general obligation refunding bonds aggregating the principal amount of ONE MILLION FORTY THOUSAND DOLLARS (\$1,040,000*) (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$1,040,000*; shall be dated August 1, 2019; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds are not subject to optional redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2019 through 2023 for payments due in the years 2020 through 2024 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax

* Preliminary, subject to change.

roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds dated August 1, 2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made

only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of

the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Redemption of the 2016B Notes. The 2016B Notes are hereby called for prior payment and redemption on August 19, 2019 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the 2016B Notes are hereby ratified and approved.

Section 16. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 16, 2019.

Kenneth Gehl, Common Council President

Daniel Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

Vote Count: Ayes: _____ Noes: _____

DRAFT

EXHIBIT A

Bond Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on October 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]
_____	_____ (maturity)]

EXHIBIT C

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
NO. R- _____ CITY OF OAK CREEK \$ _____
TAXABLE GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ August 1, 2019 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$1,040,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on July 16, 2019. Said resolution is recorded in the official minutes of the Common Council for said date.

This Bond is not subject to optional redemption.

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution authorizing the Bonds, at the redemption price of par plus accrued interest to the date of redemption and without premium.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation and date of the Bonds called for redemption, CUSIP number, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.】

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds [(i)] after the Record Date, [(ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption.】 The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for

the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Oak Creek, Milwaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Oak Creek, Milwaukee County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL*

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016B
DATED AUGUST 30, 2016

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called for prior payment on August 19, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2019	\$5,100,000	2.00%	671137VC8

Upon presentation and surrender of said Notes to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on August 19, 2019.

By Order of the
Common Council
City of Oak Creek
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association at least thirty-five (35) days prior to August 19, 2019. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to August 19, 2019 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

COMMON COUNCIL REPORT

Item: City of Oak Creek 2019 Mid-Year Budget Monitoring Report

Recommendation: Informational Presentation

Fiscal Impact: Reviewing the Budget to Actual report ensures that the Common Council and public 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: In accordance with the City's Strategic Action Plan, attached is a summary financial report for the General Fund and other Major Funds through the end of the 2nd quarter 2019. The presentation will focus on the revenues and expenditures through the 2nd quarter compared to the budget in the General Fund, Solid Waste, WE Energies, Health Insurance, EMS, and Dispatch Fund.

Options/Alternatives: The Council could choose to receive and review reports monthly from the BS&A software or review this format of reporting quarterly.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Jamie Strobl
Assistant Comptroller

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: 2nd Quarter Fiscal Year 2019 Financial Summary Report; PowerPoint Presentation

**CITY OF OAK CREEK
FINANCIAL REPORT
2ND QUARTER FISCAL YEAR 2019**

GENERAL FUND REVENUES BY CATEGORY

	2019 YTD	2019 AMENDED BUDGET	% OF BUDGET
TAXES	12,363,907	13,642,419	90.63%
OTHER TAXES	511,164	2,451,156	20.85%
STATE SHARED REVENUES	1,416,248	5,945,105	23.82%
OTHER INTERGOV'T	60,216	207,999	28.95%
LICENSES/PERMITS	1,475,409	817,225	180.54%
CHARGES FOR SERVICES	200,363	627,300	31.94%
PUBLIC HEALTH & SAFETY	12,192	26,865	45.38%
OTHER (CHAMBER LEASE)	6,000	12,000	50.00%
COMMERCIAL REVENUES	890,603	1,227,840	72.53%
TRANSFERS	-	760,631	-

GENERAL FUND EXPENDITURES BY CATEGORY

DEPARTMENT	2019 YTD	2019 AMENDED BUDGET	% OF BUDGET
GENERAL GOV'T	3,387,879	7,217,780	46.94%
PUBLIC SAFETY	5,669,208	12,138,512	46.70%
HEALTH	167,705	488,265	34.35%
PUBLIC WORKS	2,310,262	4,607,760	50.14%
LEISURE SERVICES	644,828	1,266,223	50.93%
TRANSFERS OUT	-	-	-

GENERAL FUND EXPENDITURES BY DEPARTMENT

DEPARTMENT	2019 YTD	2019 AMENDED BUDGET	% OF BUDGET
GENERAL GOVERNMENT	1,393,279	2,916,848	47.77%
CENTRAL SERVICES- BLDG MAINT DIV	310,867	700,002	44.41%
CENTRAL SERVICES - IT SERVICES DIV	458,353	989,166	46.34%
CENTRAL SERVICES - ADMIN. SVCS. DIV.	251,092	547,169	45.89%
CENTRAL SERVICES - HR DIV.	104,679	219,076	47.78%
CITY ADMINISTRATOR'S OFFICE	138,207	282,507	48.92%
CITY CLERK	106,995	214,220	49.95%
FINANCE	192,173	386,626	49.71%
TREASURER	96,395	203,603	47.34%
TREASURER - ASSESSOR DIV.	112,483	205,365	54.77%
CITY ATTORNEY	86,338	251,007	34.40%
COMMUNITY DEVELOPMENT	137,018	302,191	45.34%
POLICE	4,026,913	8,700,206	46.29%
MUNICIPAL COURT	91,300	200,775	45.47%
EMERGENCY OPERATIONS	7,030	18,892	37.21%
FIRE	964,493	1,891,163	51.00%
ENGINEERING	306,882	765,562	40.09%
ENGINEERING - INSPECTION DIV.	272,589	561,914	48.51%
HEALTH	167,705	488,265	34.35%
DPW- STREETS DIVISION	1,614,758	3,117,737	51.79%
DPW- STREET LIGHTS DIVISION	280,277	634,964	44.14%
DPW- FORESTRY DIVISION	156,388	299,161	52.28%
DPW- PARKS DIVISION	258,838	555,898	46.56%
RECREATION	138,482	304,545	45.47%
LIBRARY	506,347	961,678	52.65%

**CITY OF OAK CREEK
FINANCIAL REPORT
2ND QUARTER FISCAL YEAR 2019**

REVENUES FOR MAJOR FUNDS

FUND	2019 YTD	2019 AMENDED BUDGET	% OF BUDGET
General Fund (10)	16,936,103	25,718,540	65.85%
Solid Waste (11)	1,261,450	1,407,136	89.65%
WE Energies (19)	-	2,253,000	0.00%
Health (36)	3,332,491	6,522,204	51.09%
EMS (37)	3,833,365	5,125,700	74.79%
Dispatch (55)	1,316,747	1,669,289	78.88%

EXPENDITURES FOR MAJOR FUNDS

FUND	2019 YTD	2019 AMENDED BUDGET	% OF BUDGET
General Fund (10)	12,179,882	25,718,540	47.36%
Solid Waste (11)	597,108	1,405,858	42.47%
WE Energies (19)	1,454,312	2,218,403	65.56%
Health (36)	1,981,535	5,962,200	33.23%
EMS (37)	1,640,851	5,125,700	32.01%
Dispatch (55)	857,803	1,669,289	51.39%

BUILDING UTILITIES - ALL FUNDS

	2019 YTD	2019 AMENDED BUDGET	% OF BUDGET
ELECTRIC	128,783	335,155	38.43%
WATER	9,229	22,756	40.56%
NATURAL GAS	47,325	97,705	48.44%
FUEL	128,445	387,451	33.15%

City of Oak Creek

Budget to Actual Report

Ending 2nd quarter 2019

Bridget M. Souffrant



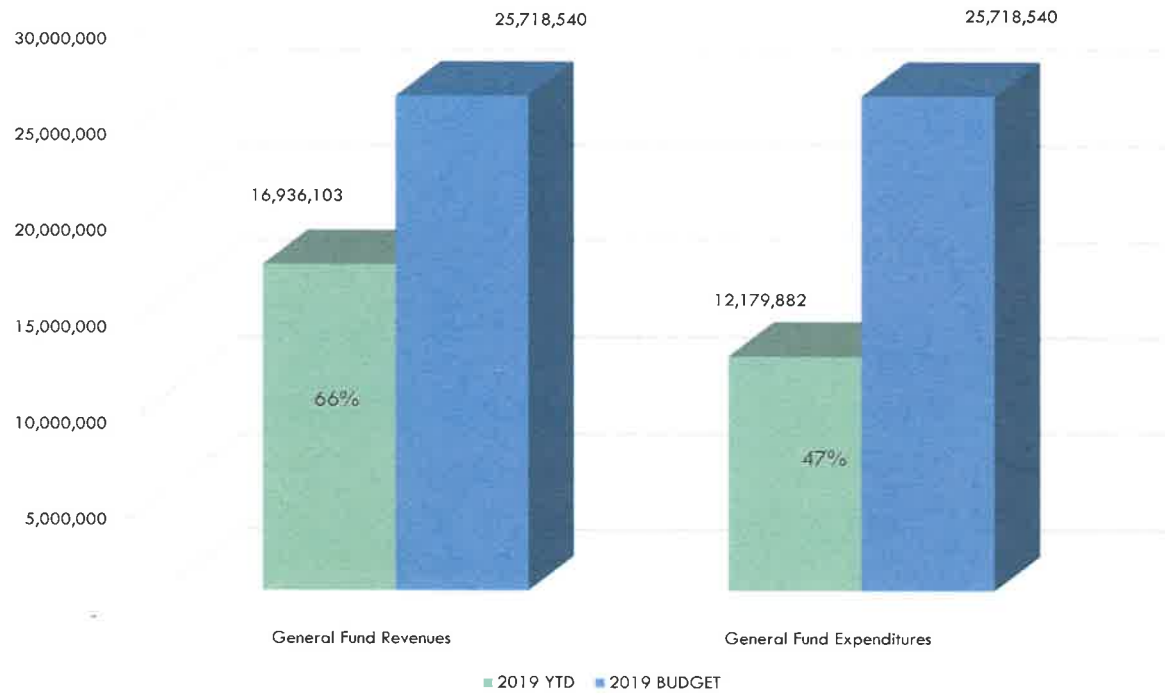
OAKCREEK
— WISCONSIN —

Introduction

- The following are charts and graphs depicting the 2019 2nd quarter ending financials compared to the 2019 amended budget
- The presentation will focus on the revenues and expenditures in the General Fund, Solid Waste, WE Energies, Health Insurance, EMS, and Dispatch Fund

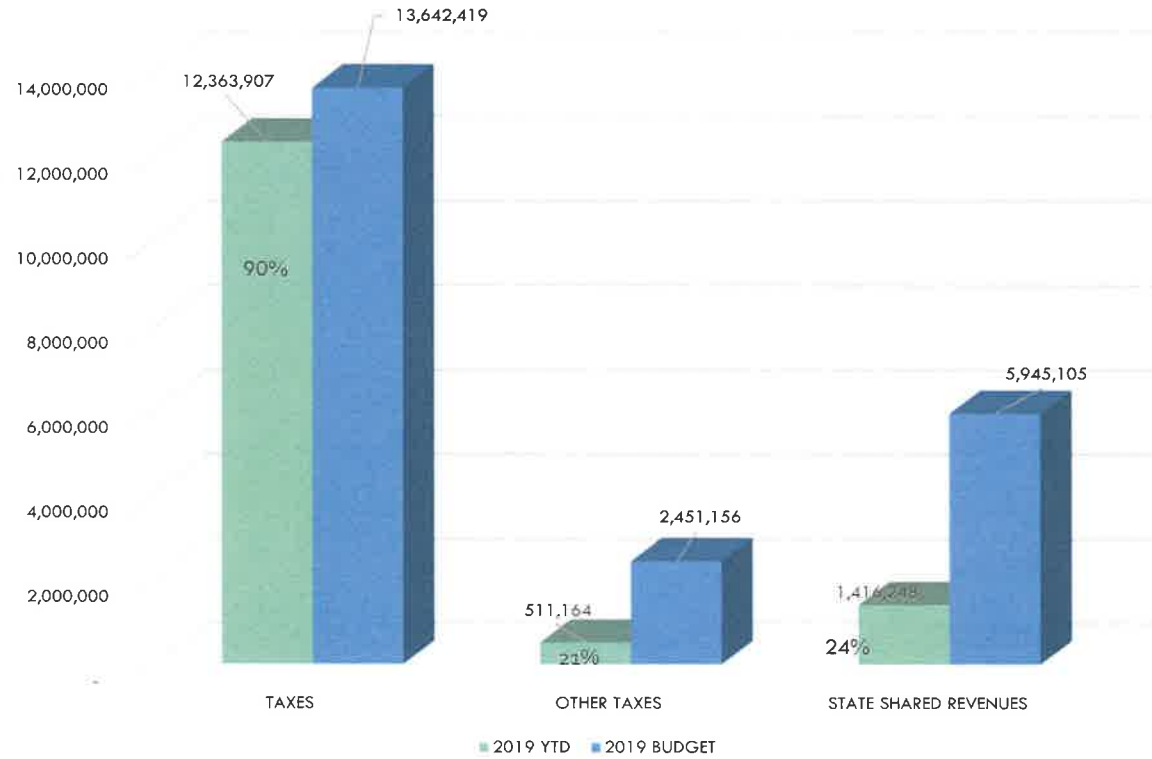
General Fund Revenues & Expenditures

General Fund Revenues & Expenditures
2nd Qtr 2019



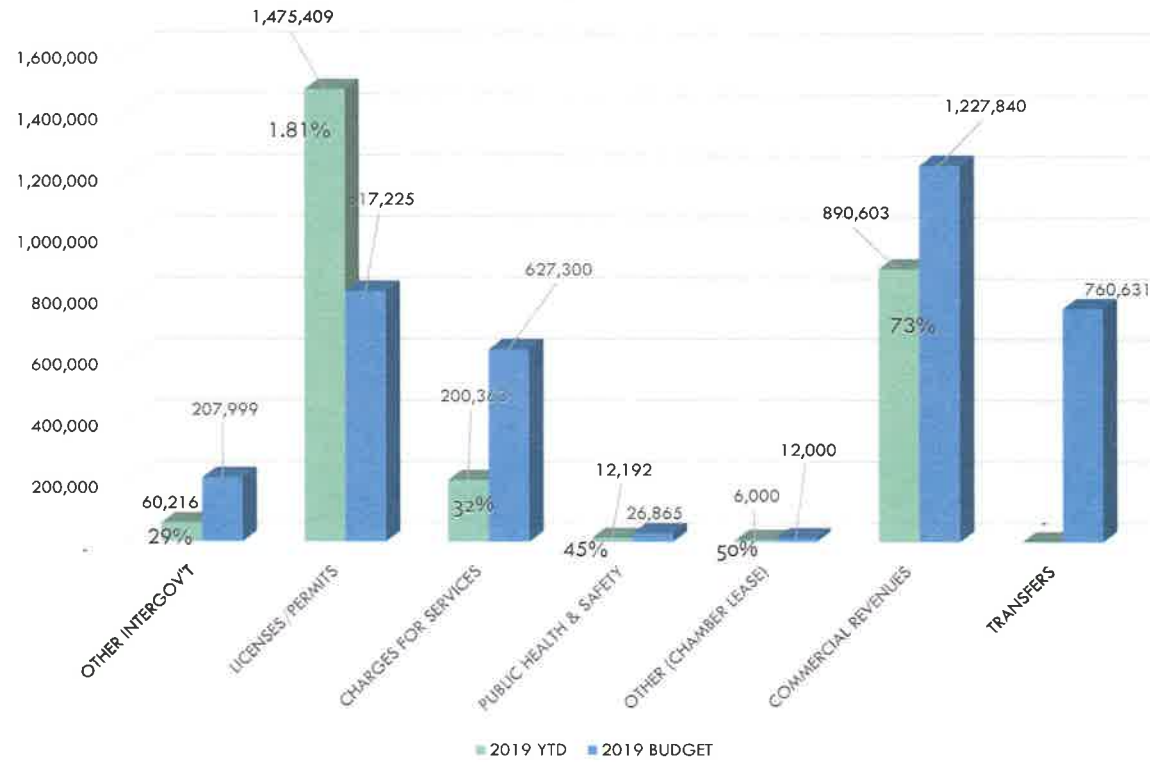
General Fund Significant Revenues

General Fund Significant Revenues
2nd Qtr 2019



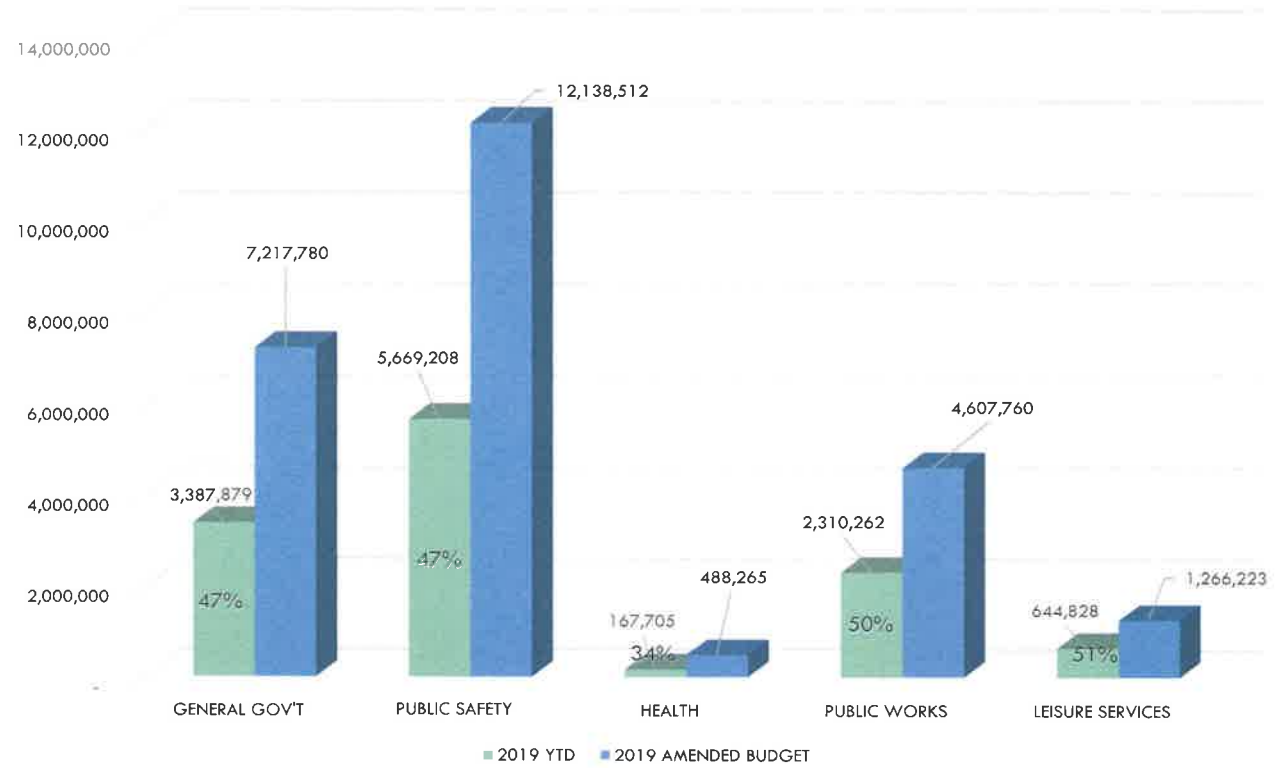
General Fund Revenues

General Fund Revenues
2nd Qtr 2019



General Fund Expenditures

General Fund Expenditures
2nd Qtr 2019

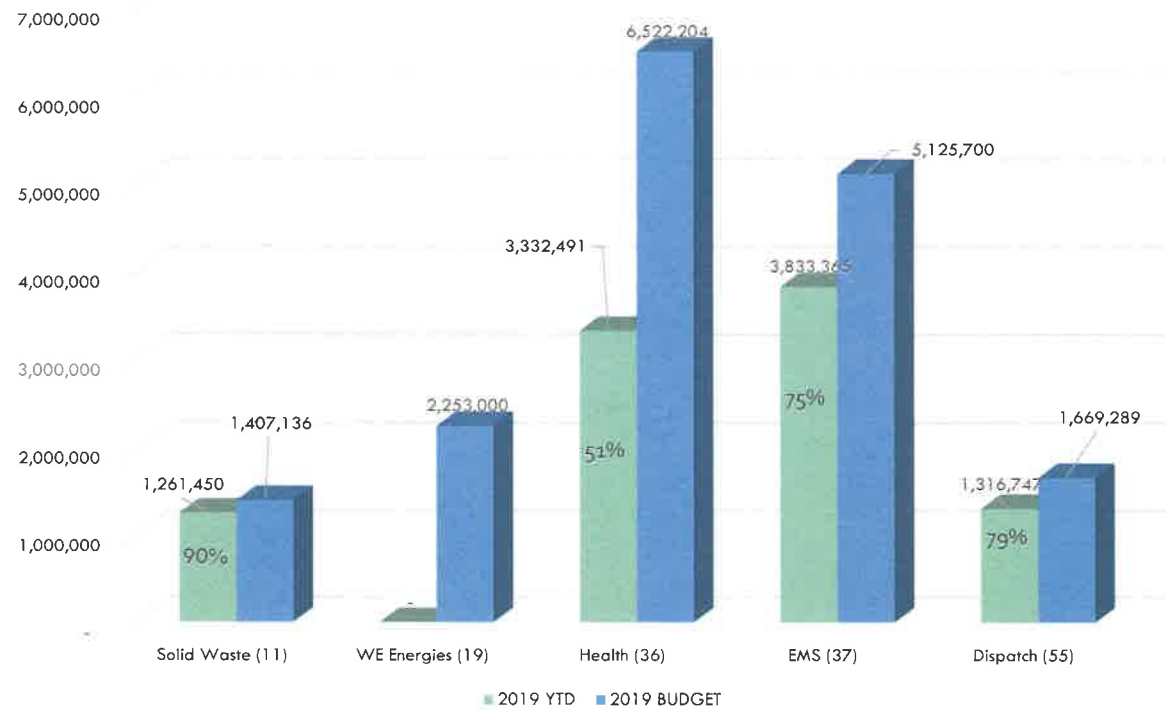


General Fund Expenditures by Department

GENERAL FUND EXPENDITURES BY DEPARTMENT			
DEPARTMENT	2019 YTD	2019 AMENDED BUDGET	% OF BUDGET
GENERAL GOVERNMENT	1,393,279	2,916,848	47.77%
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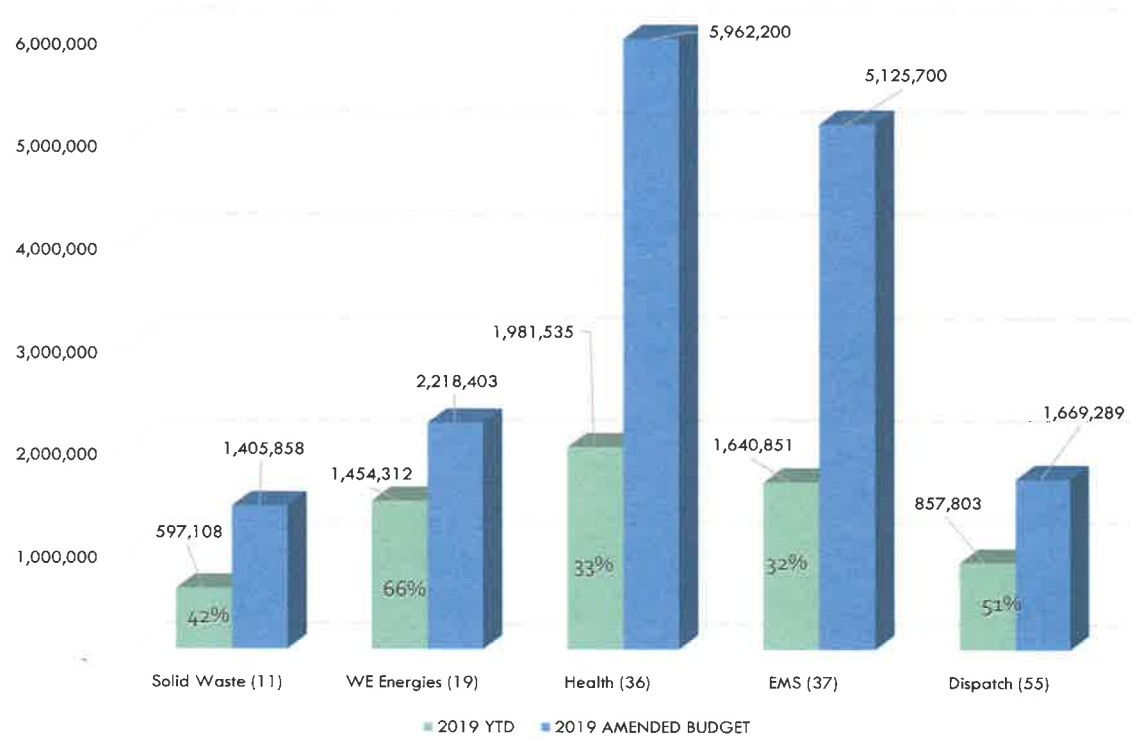
Revenue of Major Funds

Revenue of Major Funds
2nd Qtr 2019



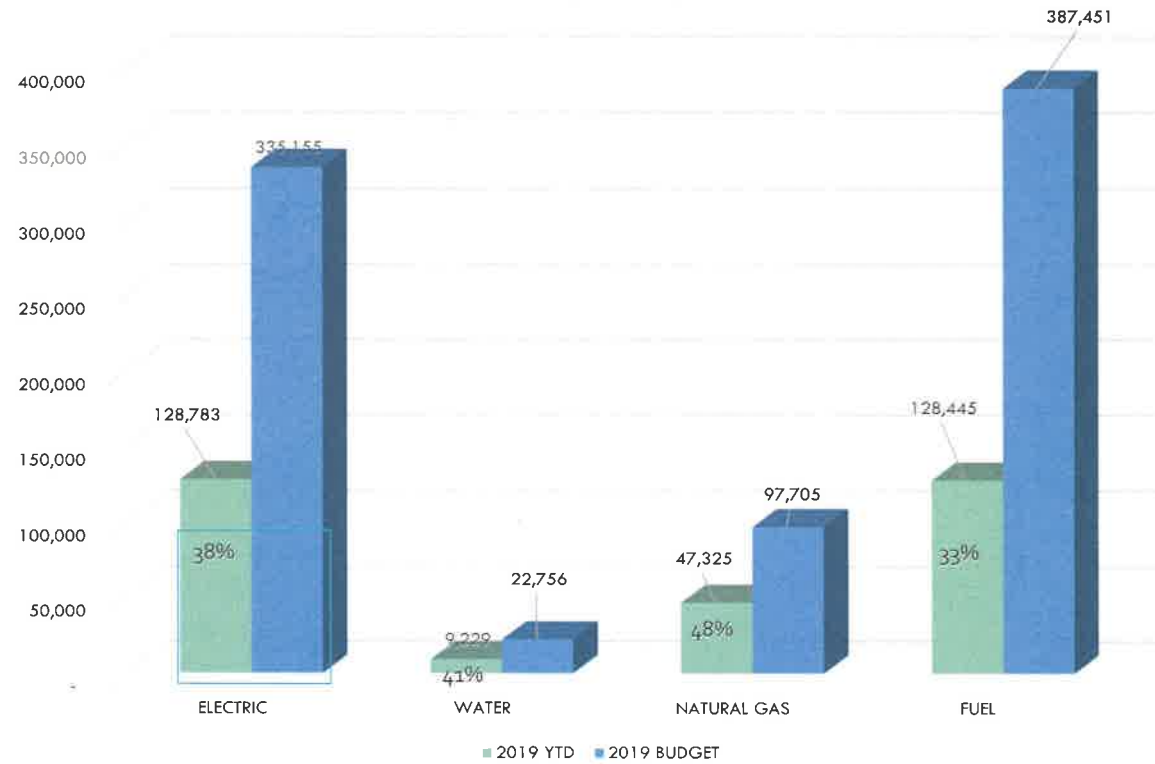
Expenditures of Major Funds

Expenditures of Major Funds
2nd Qtr 2019



City wide Utilities & Fuel

City wide Utilities & Fuel
2nd Qtrr 2019



Critical Indicators

- 90% of our largest revenue has already been collected (Property Taxes)
- On January 3, 2019 we received the Amazon building permit for over \$1M; thus licenses/permits is at 180% of the budget
- There are no expenditure concerns at this point in the year



COMMON COUNCIL REPORT

Informational: Treasurer Report on Investment and Banking for the City of Oak Creek accounts, ending May 31, 2019.

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 is prepared, along with a more comprehensive report for Finance Committee, to assist with investment decisions and financial strategies. Below is a brief summary:

Beginning Balance	Ending Balance	Interest Earned	Increase/(Decrease)
\$42,734,742.08	\$43,616,206.60	\$90,502.62	\$881,464.52

May Tax Collection \$3,806,737.08; Tax Settlement 6/15/19 to other Jurisdictions approx. \$3.5M for April & May Tax Collection. I'm unable to attend this meeting so please contact me directly with questions.

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
Tri City National Bank	5,264,315.54	12,134,515.76	(11,526,454.69)	5,872,376.63	11,739.92	2.450%	13.46%
General Fund	4,715,797.28	7,652,103.00	(7,611,463.19)	4,756,437.09			
Title 125	23,043.96	45,867.38	(24,434.97)	44,476.37			
Police Credit Card	50,871.23	26,623.20	(51,266.83)	26,227.60			
Parks & Rec Counter Credit Card	18,787.33	11,674.69	(23,348.04)	7,113.98			
Tax Payment Account #2	145,417.36	3,806,785.66	(3,300,048.58)	652,154.44			
Parks & Rec Online Credit Card	17,530.35	23,341.00	(14,601.45)	26,269.90			
Health Insurance	97,263.56	452,444.38	(313,870.49)	235,837.45			
Tax Payment Account	8,183.33	-	-	8,183.33			
EMS	187,421.14	115,676.47	(187,421.14)	115,676.47			
0	-	-	-	-			
DANA Investment Advisors	5,811,760.67	21,204.58	(5,317.77)	5,827,647.48	16,665.10	2.76%	13.36%
BMO Global Asset Management	4,996,207.20	31,729.10	(2,275.04)	5,025,661.26	10,154.24	2.17%	11.52%
American Deposit Management (ADM)	21,496,453.80	43,157.46	(2,000,000.00)	19,539,611.26	43,157.46	2.45%	44.80%
*ADM General Account Balance	16,697,016.89	33,492.84	(2,000,000.00)	14,730,509.73	33,492.84		
Local Government Investment Pool (LGIP)	4,288,451.15	3,283,607.24	(1,100,000.00)	6,472,058.39	8,588.10	2.45%	14.84%
*LGIP General Account Balance	2,303,954.19	3,279,469.68	(1,100,000.00)	4,483,423.87	4,450.54		
**Ehlers Investment	877,553.72	1,314.98	(17.12)	878,851.58	197.80	2.3677%	2.01%
*General Account Balance	877,553.72	1,314.98	(165.90)	878,702.80			
Total Balance	42,734,742.08	15,515,529.14	(14,634,064.62)	43,616,206.60	90,502.62		

**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; rates may reflect weighted average yield

Tax Collection Deposits		Distribution to other Taxing Jurisdictions (April & May Collections distributed in June)
Tax Payment Account #2		
City Deposit (Counter, Drop Box, Mail)	3,403,132.15	STATE \$ -
Gov Tech	379,656.92	COUNTY \$ 1,037,026.36
Credit Card	23,948.01	MMSD \$ 358,387.01
Total Tax Payment Account #2	3,806,737.08	SCHOOL \$ 1,798,063.29
Tax Payment Account		MATC \$ 259,149.26
Tri City Payments (At Bank, Lockbox)		UTILITY \$ 5,867.36
		TOTAL DIST \$ 3,458,493.27
Total Tax Collection Deposits	3,806,737.08	TAX REFUNDS \$ 175.21
		CITY \$ 1,636,290.43
		SPECIAL ASSESSMENTS -
		SPECIAL CHARGES 2,990.00
		INTEREST 23,444.61
		TOTAL COLLECTION \$ 5,121,393.52
		plus personal property tax collected but previously distributed 12,634.99
		Non Cash adjustments (Correction of Errors; CC reversal) (100.00)
		TOTAL COLLECTED 5,133,928.51
		May Tax Collection 3,806,737.08
		April Tax Collection 1,327,191.44
		5,133,928.52

Prepared for Common Council; cc Finance Committee

Barbara Guckenberger, CMTW

City Treasurer

COMMON COUNCIL REPORT

Item: School Resource Officer Agreement

Recommendation: The Common Council approve the proposed three (3) year Agreement for School Resource Officer services from the start of the 2019-2020 school year and expiring May 31, 2022.

Fiscal Impact: The Oak Creek/Franklin School District will pay the City of Oak Creek 50% of the wages and fringe benefits for two of the SRO positions, and 67% of the wages and fringe benefits for the third SRO position.

Critical Success Factor(s):

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

Background: The City of Oak Creek and the Oak Creek/Franklin School District have had an Agreement for School Resource Officer Services in place since the program was instituted in 1999. Over the years, the contract has evolved in length of time and number of SRO's needed. This agreement reflects the first year that the City and School District have agreed to a third SRO position. The third position was agreed upon in the 2019 City budget with a different compensation package than the other two SRO positions. This agreement is a three-year agreement for three police officers to serve as School Resource Officers at Oak Creek High School and Oak Creek West and East Middle Schools with the costs for wages and benefits split equally for two positions and a 67/33% split for the third position. In addition, the Agreement defines the administrative issues associated with the program.

The Agreement also includes a clause allowing for the recoupment of 50% of overtime costs incurred by the School Resource Officers while acting in that capacity. The Agreement has been reviewed and approved by the City Attorney. In addition, the Oak Creek/Franklin School District has already agreed to and signed the Agreement.

Options/Alternatives: This has been an extremely successful partnership between the City of Oak Creek and the Oak Creek/Franklin School District. Not fulfilling the contract would not eliminate the officers' response to the calls for service at the schools or the educational needs the officers provide, and could have a negative impact on the relationship with the students and law enforcement in the Community. Also, with today's climate in the schools across the country with threats and violence, the SRO's work closely with members of school staff to identify any potential threats and have first-hand knowledge of the students who may be involved.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Steven Anderson
Chief of Police

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Agreement for School Resource Officer Services

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the **OAK CREEK/FRANKLIN JOINT SCHOOL DISTRICT**, hereinafter referred to as the "School District", and the **CITY OF OAK CREEK**, hereinafter referred to as the "City";

WHEREAS, the City shall provide to the School District three (3) police officers to serve as School Resource Officers at the Oak Creek High School and Oak Creek East and West Middle Schools, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The City shall provide School Resource Officer services for a three (3)-year period beginning June 1, 2019 through May 31, 2022.

2. The School Resource Officers will be indirectly supervised by the principals of their respective schools. Conflicts that may arise will be mediated by the Assistant Superintendent for Performance Excellence in Operations on issues regarding school policy/procedure. The School Resource Officers will report directly to the 1st Shift Lieutenant of Operations as per the Oak Creek Police Department Organizational Chart.

3. The Police Department does reserve the right to re-deploy the School Resource Officers' services in other capacities in the event of emergency situations or in the event that, for whatever reason, the Police Department is understaffed in other bureaus. In those cases, the School District shall not be charged, under the provisions of this Agreement, for wages and benefits.

4. The School Resource Officers remain as employees of the City of Oak Creek and, therefore, the City is responsible for any and all Workers' Compensation benefits/claims and shall be the responsible party in the event of any negligence or malfeasance by the police officers. The Officers will continue to be subject to the Oak Creek Police Department Rules and Regulations and the Oak Creek Professional Policemen's Collective Bargaining Labor Agreement. The Officers will also be subject to any rules and regulations of the School District. In the case of any conflicting language between the parties' rules and regulations, the rules and regulations of the Police Department and the Collective Bargaining Labor Agreement shall supercede.

5. The School District shall pay to the City one-half (50%) of the wages and fringe benefits of two of the SRO officers and two-thirds (67%) of the wage and fringe benefits of the third SRO officer.

6. The School District shall pay to the City the sum of \$194,467 for the 2019-2020 school year, \$212,048* for the 2020-2021 school year and \$215,483* for the 2021-2022 school year. Payments shall be made in two installments each school year—the first covering the period of June 1st through December 31st, and the second covering the period of January 1st through May 31st. The City will issue an invoice to the School District for said payments.

***NOTE:** Wages and benefits beyond the year 2020 have been estimated and are subject to change based on future negotiations by the Collective Bargaining Unit of the OCPPA Labor Agreement.

7. In the event of overtime hours accrued by the School Resource Officers specific to SRO duties, the costs of the overtime wages will be split 50/50 between the City and the School District. The 1st Shift Lieutenant will be in charge of authorizing any overtime requests. A written record of the overtime costs incurred will be submitted to the Oak Creek/Franklin School District with the installment invoice for reimbursement to the City for 50% of those costs.

8. The City agrees to pay for all other costs that may be associated with the Collective Bargaining Labor Agreement between the City of Oak Creek and the Oak Creek Professional Police Officer's Association.

9. This Agreement will terminate on May 31, 2022.

Dated at Oak Creek, Wisconsin, this _____ day of _____, 2019.


CITY OF OAK CREEK

By: _____
Daniel J. Bukiewicz, Mayor

By: _____
Catherine A. Roeske, City Clerk

By: _____
Steven J. Anderson, Police Chief

**OAK CREEK/FRANKLIN
JOINT SCHOOL DISTRICT**

By: 
Dr. Tim Culver,
Superintendent of Schools

By: 
Frank Carini,
School Board President



COMMON COUNCIL REPORT

Item: General Development Plan and Conditions and Restrictions for the Planned Unit Development for David DiSanto, ModHome, for the property at 10730 S. Howell Ave.

Recommendation: That the Council adopt Ordinance 2943, an ordinance to revise Ordinance 2939 to incorporate conditions and restrictions and a general development plan for the planned unit development at 10730 S. Howell Avenue.

Fiscal Impact: Approval would allow for the development of an vacant parcel with an 85-home single-family residential condominium development. The development will include a club house with pool, common areas, walking paths, child recreation area, and dog park. Development with single-family residential condominium homes will yield positive fiscal impact in terms of assessed value, permit fees, and an estimated \$340,000 in impact 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: The Applicant, ModHome, is requesting approval of conditions and restrictions and a general development plan for the approved planned unit development on the property at 10730 S. Howell Avenue.

On June 18, 2019 the Common Council adopted Ordinance No. 2939, rezoning the property at 10730 S. Howell Avenue to Rd-1, Two Family Residential Planned Unit Development (PUD) (with no changes to the Floodway (FW) or Shoreland Wetland (C-1) Conservancy).

As part of that ordinance the Common Council directed that the Plan Commission prepare conditions and restrictions and a general development plan for further review by the Council for the purpose of incorporating the conditions and restrictions and general development plan into the recently approved zoning approval. The general development plan and conditions and restrictions were reviewed by the Commission at their meeting of July 9, 2019, at which time the Commission recommended its approval. The Commission recommended two modifications to the conditions and restrictions. The first was to allow a minimum front setback of 14 feet to the private street and sidewalk. The second was to have the Plan Commission review the location of the proposed dog park as part of the second phase site development review.

The applicants are continuing their review of the proposed access to Howell Avenue (STH 38) with the Department of Transportation. Substantial modifications to the general development plan that may occur as a result of that access approval may require modifications to the approved general development plan.

Per the submitted narrative and general development plan, the PUD will include 85 single-family residences within a condominium ownership structure. This number was reduced from 87 since the initial Plan Commission review. Council should be aware that the Applicant and their consultants have been working very closely with City staff to address development issues that have been reflected in the revised general development plan included with this report. Staff will continue to work with the consultants to address any remaining minor issues prior to submission of building permit applications. Increasing the availability of single-family residential housing options has been identified as a priority within the City's Strategic Plan.

Similar to a multifamily residential condominium development, all of the units will be on a single parcel (or parcels) with common ownership (condo association) and on-site third party management. Each of the units, with a designated area surrounding the actual building, will be sold or leased. Common amenities for the development will include the open space; clubhouse with management offices, fitness center, game room, social room, kitchen, and quiet work/study room; pool with outdoor deck, grilling area, and fireplace; children's play area; dog park; and walking trails.

Five different home types will be constructed throughout the property: Jefferson, Kimberly, Tenton, Floridian, and El Paso. Of the 85 total residences, 15% are single-story ranch homes with 2 bedrooms (Jefferson and Kimberly), and 85% are two-story homes with 3 bedrooms (Tenton, Floridian, El Paso). Each home will have an attached garage with additional parking available on the driveway. Conceptual floor plans and models (Tenton forthcoming) are included with this report for reference. The +/-2,700 square-foot clubhouse with pool amenities will be located on the south side, which is the main entrance to the development. All interior roads and sidewalks/trails will be privately constructed and maintained, with parking restricted to one side of the street to maintain a minimum clear width of 20 feet for emergency access. This is reflected in the general development plan included with this report.

Wetlands and floodway are identified on the property, particularly on the east and south. Impacts to the wetland areas will require review and approval by the Wisconsin DNR. Copies of wetland fill permits/approvals will be required to be submitted to the City once issued. Floodway areas will remain undisturbed except for the installation of an unpaved (pervious surface) walking path.

The proposal includes a mix of garages, driveway space, and limited on-street parking. Minimum parking requirements for single- and two-family residential developments are two (2) per dwelling, for a total of 170 parking stalls for the PUD. Jefferson and Kimberly models will have a (minimum) one-car garage with sufficient space for an additional vehicle on the driveway. All other models will have a (minimum) two-car garage with sufficient space for an additional vehicle on the driveway. Therefore, parking requirements appear to be met in the proposal.

Minimum setbacks, which are measured to the exterior property lines for the entire PUD, appear to be met in the proposal. Maximum unit densities also appear to be met in the proposal. Per Code, the maximum density allowed is 5.8 units per net acre, which excludes wetland areas. Although the wetland delineation has not yet been finalized, and there will be application made to the DNR for fill in wetland areas, the area of the on site wetlands appears to be approximately 2.83 acres. Based on a net of 17.17 acres a maximum density would allow for 99 single or two-family units on the property under the base zoning of Rd-1.

Options/Alternatives: Council has the discretion to approve or disapprove of the request, and to modify the proposed Conditions and Restrictions as part of their review of the Planned Unit Development.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:

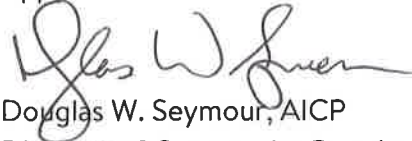
Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ordinance 2943

Ordinance 2939

Location Map

Conditions and Restrictions

ORDINANCE NO. 2943

By: _____

AN ORDINANCE TO REVISE ORDINANCE NO. 2939 TO INCORPORATE CONDITIONS AND RESTRICTIONS AND A GENERAL DEVELOPMENT PLAN FOR THE PLANNED UNIT DEVELOPMENT FOR THE PROPERTY AT 10730 S. HOWELL AVE

(5th Aldermanic District)

WHEREAS, on June 18, 2019 the Common Council adopted Ordinance No. 2939, rezoning the property at 10730 S. Howell Avenue from A-1, Limited Agricultural to Rd-1, Two-Family Residential (PUD), Planned Unit Development (no change to FW, Floodway or C-1, Shoreland Wetland Conservancy).

WHEREAS, the property is more precisely described as follows:

The West 20 acres of the South 70 acres of the North ½ of the Southwest ¼ of Section 33-5-22.

WHEREAS, the Common Council directed the Plan Commission to prepare and approve conditions and restrictions consistent with the use as a Two Family Residential Planned Unit Development and consistent with past practices of the City and upon review of the conditions and restrictions by the Plan Commission this ordinance was to be further reviewed by the Common Council for the purpose of incorporating the conditions and restrictions into the planned unit development.

WHEREAS, the Plan Commission reviewed conditions and restrictions and a general development plan at its meeting of July 9, 2019 and recommended that said conditions and restrictions and general development be incorporated into the planned unit development for this property; and

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 hereinabove described and previously rezoned to Rd-1, Two-Family Residential (PUD), Planned Unit Development (no change to FW, FLOODWAY OR C-1, SHORELAND WETLAND CONSERVANCY) shall be subject to the aforementioned conditions and restrictions, and the Zoning Map of Chapter 17 of the Municipal Code is amended to reflect the Planned Unit Development rezoning.

SECTION 2: The Planned Unit Development is subject to the aforementioned conditions and restrictions on the design, construction and operation of the Rd-1, PUD (Two-Family Residential Planned Unit Development). The General Development Plan attached thereto as Exhibit A is hereby approved. Any substantial changes to the General Development Plan shall be subject to approval by the Common Council and may require additional public hearings.

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: The approval of the conditions and restrictions and general development plan shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.

Passed and adopted this _____ day of _____, 2019.

President, Common Council

Approved this _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT A: GENERAL DEVELOPMENT PLAN

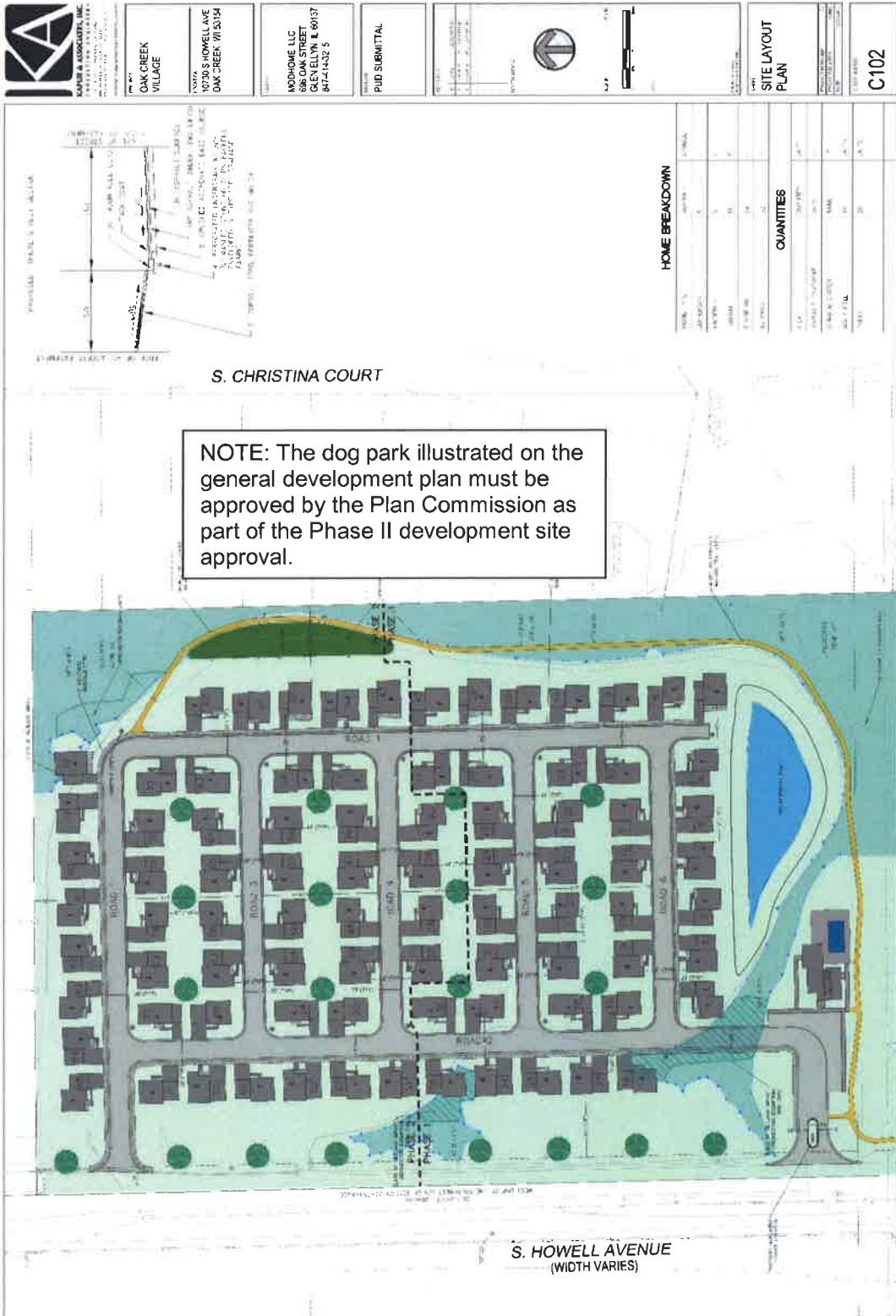
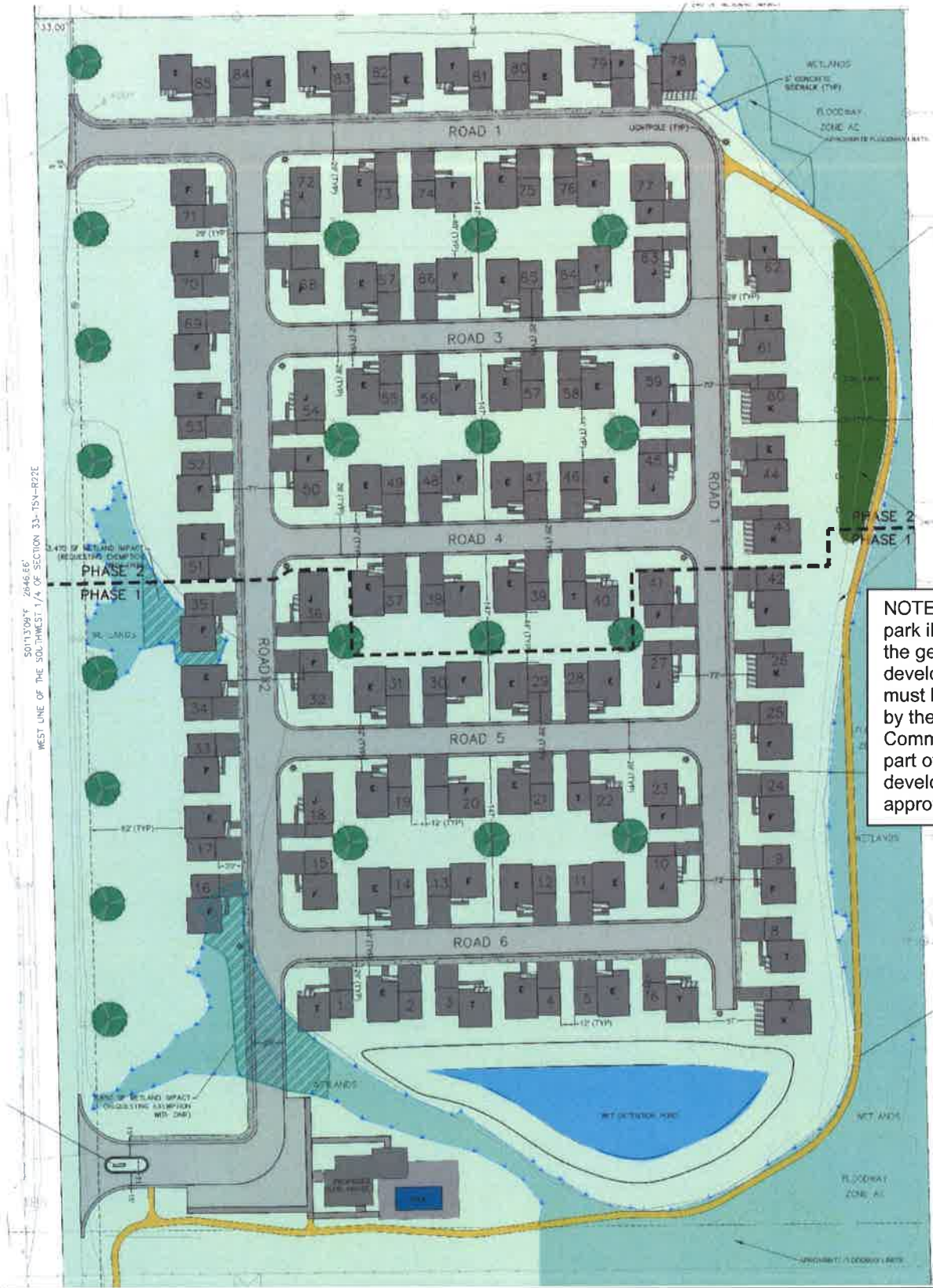


EXHIBIT A: GENERAL DEVELOPMENT PLAN (ENLARGED)



ORDINANCE NO. 2939

By: Ald. Duchniak

AN ORDINANCE TO REZONE THE PROPERTY AT 10730 S. HOWELL AVE. FROM A-1, LIMITED AGRICULTURAL TO RD-1, TWO-FAMILY RESIDENTIAL (PUD) PLANNED UNIT DEVELOPMENT (NO CHANGE TO FW, FLOODWAY OR C-1, SHORELAND WETLAND CONSERVANCY)

(5th Aldermanic District)

WHEREAS, DAVID DISANTO, MODHOME, has applied for a rezoning of the property at 10730 S. Howell Avenue from A-1, Limited Agricultural to Rd-1, Two-Family Residential (PUD), Planned Unit Development (no change to FW, Floodway or C-1, Shoreland Wetland Conservancy).

WHEREAS, the property is more precisely described as follows:

The West 20 acres of the South 70 acres of the North ½ of the Southwest ¼ of Section 33-5-22.

WHEREAS, the Plan Commission reviewed the request at its meeting of May 14, 2019 and did not recommend that the rezoning and planned unit development be approved; and

WHEREAS, the Common Council held a public hearing on said application on June 18, 2019 at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing, the Common Council is of the opinion that the best interests of the City would be served if the rezoning and Planned Unit Development was 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 Planned Unit Development.

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 hereinabove described are hereby rezoned to Rd-1, Two-Family Residential (PUD), Planned Unit Development (no change to FW, FLOODWAY OR C-1, SHORELAND WETLAND CONSERVANCY) which shall include the aforementioned conditions and restrictions, and the Zoning Map of Chapter 17 of the Municipal Code is amended to reflect the Planned Unit Development rezoning.

SECTION 2: The Common Council directs the Plan Commission to prepare and approve conditions and restrictions consistent with the use as a Two Family Residential Planned Unit Development and consistent with past practices of the City and upon review of the conditions and restrictions by the Plan Commission this ordinance shall be further reviewed by the Common Council for the purpose of incorporating the conditions and restrictions.

SECTION 3: The Planned Unit Development is subject to the aforementioned conditions and restrictions on the design, construction and operation of the Rd-1, PUD (Two-Family Residential Planned Unit Development). The General Development Plan attached thereto as Exhibit A is hereby approved. Any substantial changes to the General Development Plan shall be subject to approval by the Common Council and may require additional public hearings.

SECTION 4: 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 5: 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.

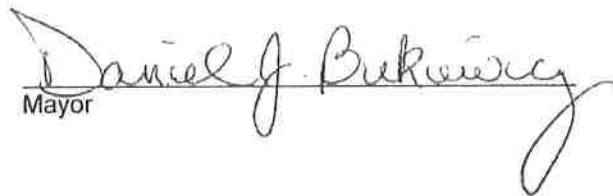
SECTION 6: The rezoning shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.

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




President, Common Council

Approved this 18th day of June, 2019.



Mayor

ATTEST:

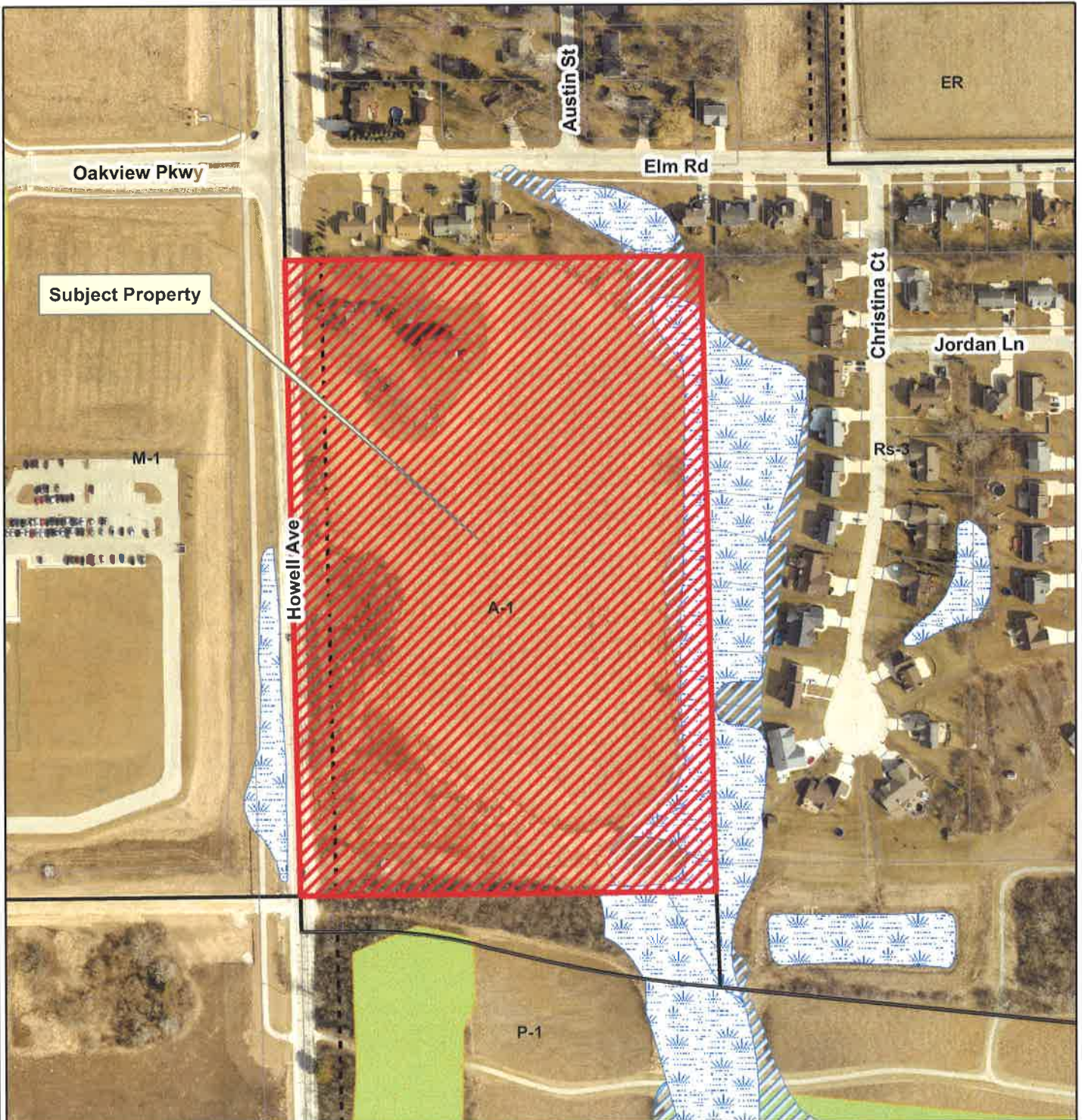


City Clerk

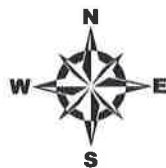
VOTE: Ayes 5 Noes 0
** Ald. Loreck was excused.

Location Map

10730 S. Howell Ave.



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



Legend

-  10730 S. Howell Ave.
-  Officially Mapped Streets
-  DNR Wetlands Inventory
-  Floodway (2008)
-  Flood Fringe (2008)
-  Environmental Corridor

City of Oak Creek – Planned Unit Development (PUD)
DRAFT Conditions and Restrictions

Applicant: David DiSanto, ModHome, LLC
Property Address(es): 10730 S. Howell Avenue
Tax Key Number(s): 973-9997-000

Approved by Plan Commission:
Approved by Common Council:
(Ord. #)

1. LEGAL DESCRIPTION

The West 20 acres of the South 70 acres of the North ½ of the Southwest ¼ of Section 33-5-22

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect, unless otherwise specifically modified by the Planned Unit Development approval.

B. A precise detailed site plan for the area affected by the Planned Unit Development shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building permits for each phase. This plan shall be in substantial conformance with the adopted General Development Plan (see Exhibit A) and show and describe the following:

1) **General Development Plan**

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number & type(s) of dwellings
 - iii) Number of garage & surface parking spaces
 - iv) Dimensions
 - v) Setbacks
- h) Location of sanitary sewer (existing & proposed)
- i) Location of water (existing & proposed)
- j) Location of storm sewer (existing & proposed)
- k) Location(s) of wetlands (field verified)
- l) Location(s) of flood hazard areas (field verified)
- m) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

2) **Landscape Plan**

- a) Screening plan, including parking lot screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

3) **Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans
- c) Materials of construction (including colors)

4) **Lighting Plan**

- a) Types & color of fixtures
- b) Mounting heights
- c) Types & color of poles
- d) Photometrics of proposed fixtures

5) **Grading, Drainage and Stormwater Management Plan**

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins (if required)

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction

C. Homes constructed within this planned unit development shall be one of five (5) approved designs: Jefferson, Kimberly, Tenton, Floridian, El Paso (see Exhibit A). Building permits for individual homes do not require additional Plan Commission review provided they conform to the approved general development plan and these conditions and restrictions.

D. All plans for the clubhouse, including additions, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.

- E. For each phase of the development, site grading and drainage, storm water 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.
- 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 1 above, and/or as specified by these conditions and restrictions.
- G. A Stormwater Maintenance Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction and maintenance of required stormwater management features.
- H. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- I. For each phase of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit. Landscaping, in accordance with the approved plan, shall be installed for each phase prior to the issuance of occupancy permits for that phase.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. There shall be a maximum of 85 residential units allowed within the Planned Unit Development. Accessory buildings, a clubhouse, and a pool may be permitted so long as they are compliant with all applicable provisions of the Municipal Code and these conditions and restrictions.
- B. Maintenance, including reconstruction, of roadways and sidewalks within this development shall be the responsibility of the property owner(s).
- C. Removal of snow from off-street parking areas, walks, paths, public sidewalks, private roads and access drives shall be the responsibility of the property owner(s).
- D. Solid waste collection and recycling shall be the responsibility of the owner.
- E. The clubhouse and pool shall be constructed as part of the initial phase of the development, and must be completed prior to or concurrent with the issuance of occupancy permits for any residential building.
- F. Deed restrictions (private) and condominium by-laws, while not enforceable through the City, (to the extent they do not violate Municipal Code or these conditions and restrictions) shall be reviewed and approved by the Plan Commission prior to the development of each phase.
- G. The dog park illustrated on the general development plan must be approved by the Plan Commission as part of the phase 2 development site approval.

4. PARKING AND ACCESS

- A. Each (Jefferson & Kimberly models only) residential unit shall have, at a minimum, an attached one-car garage, with a minimum 20-foot long adjacent driveway parking spot that does not obstruct the sidewalk or roadway.
- B. Each (Tenton, Floridian, and El Paso models only) residential unit shall have, at a minimum, an attached two-car garage, with a minimum 20-foot long adjacent driveway parking spot for two

additional vehicles that does not obstruct the sidewalk or roadway.

- C. On-street parking shall be restricted to one side of the road, and shall not interfere with any fire hydrants or apparatus turning movements. A minimum 20-foot wide clear area shall be maintained at all times.
- D. Parking requirements for the clubhouse shall be determined by the Plan Commission as part of the required site and building plan(s) approval.

5. LIGHTING

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

6. SIGNS

Development signage for this planned development shall be limited to one (1) monument sign in conformance with Section 17.0705 of the Municipal Code (as amended) as illustrated on the approved general development plan, clubhouse signage, and directional signs. All development signage must be reviewed by the Plan Commission prior to the issuance of a sign permit. Development signs shall not encroach upon required vision triangles.

7. IMPACT FEES

Homes constructed as part of this planned unit development shall be subject to the collection of impact fees as required by Section 3.40 of the Municipal Code.

8. MINIMUM SETBACKS*

	Front & street setback (to private street & sidewalk)	Between Structures	To the exterior of the PUD	To Floodway Areas	To Wetland Areas within C-1, Shoreland Wetland Conservancy
Principal Structure	14 ft	12 ft	30 ft	15 ft	10 ft
Attached Garages	20 ft	12 ft	30 ft	15 ft	10 ft
Accessory Structure*	30 ft	N/A	30 ft	15 ft	10 ft
Parking	n/a	N/A	30 ft	N/A	N/A

**No accessory structures shall be permitted in the front yard or in required buffer yards.*

9. TIME OF COMPLIANCE

The operator of the Planned Unit Development shall commence work on Phase I in accordance with these Conditions and Restrictions within eighteen (18) months from the date of adoption of the ordinance authorizing this Planned Unit Development. This Planned Unit Development approval shall expire within eighteen (18) months after the date of adoption of the ordinance if a building permits have not been

issued for this use. The applicant shall re-apply for Planned Unit Development approval prior to recommencing work or construction.

10. 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.

11. VIOLATIONS & PENALTIES

Any violations of the terms of this Planned Unit Development 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 Planned Unit Development 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 Planned Unit Development, 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 Planned Unit Development or to seek an injunction regarding any violation of this Planned Unit Development or any other City ordinances.

12. REVOCAION

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 Planned Unit Development approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Planned Unit Development as set forth in Section 17.1007 of the Municipal Code (as amended).

13. ACKNOWLEDGEMENT

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

Owner / Authorized Representative Signature

Date

(please print name)

EXHIBIT A: GENERAL DEVELOPMENT PLAN

(For illustrative purposes only. Detailed plans for each phase in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)



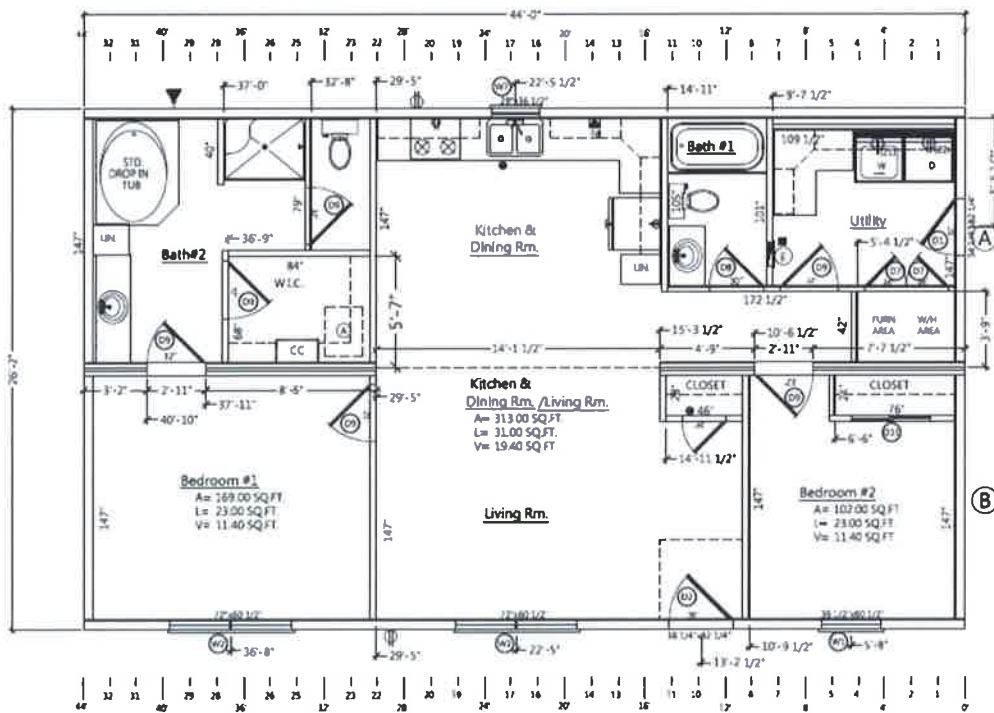
EXHIBIT B: APPROVED HOME DESIGNS

(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must apply for and receive building permits.)

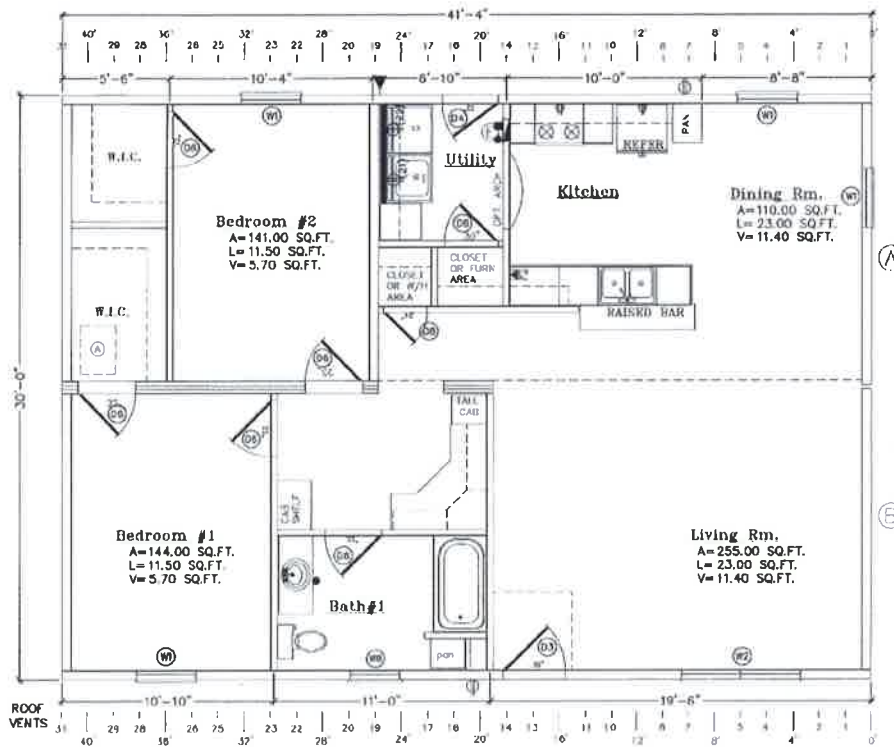
Home Breakdown (see general development plan)

Home Type	Quantity	Symbol (see Exhibit A)
Jefferson	8	J
Kimberly	5	K
Tenton	11	T
Floridian	27	F
El Paso	34	E

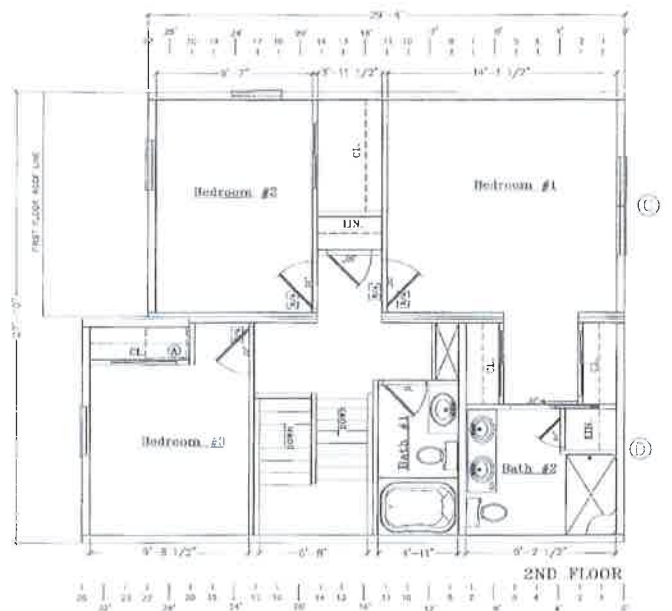
Jefferson



Kimberly



Tenton



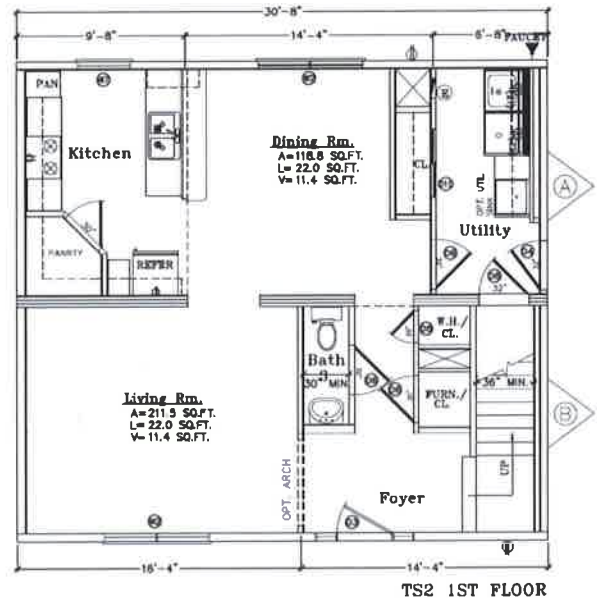
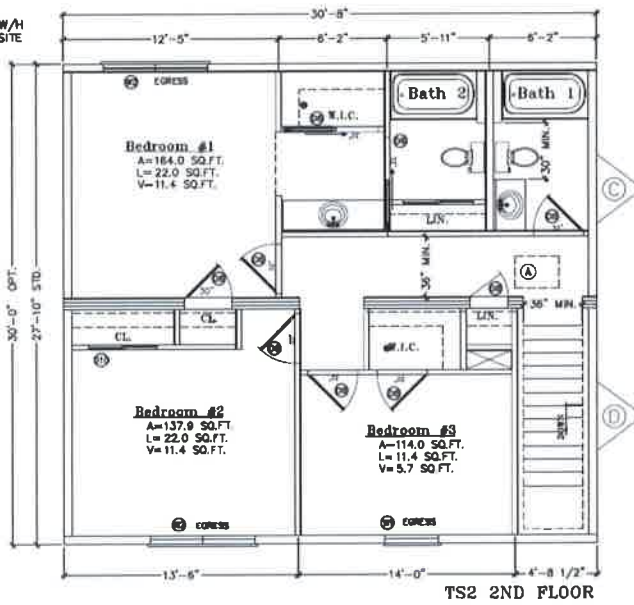
Floridian



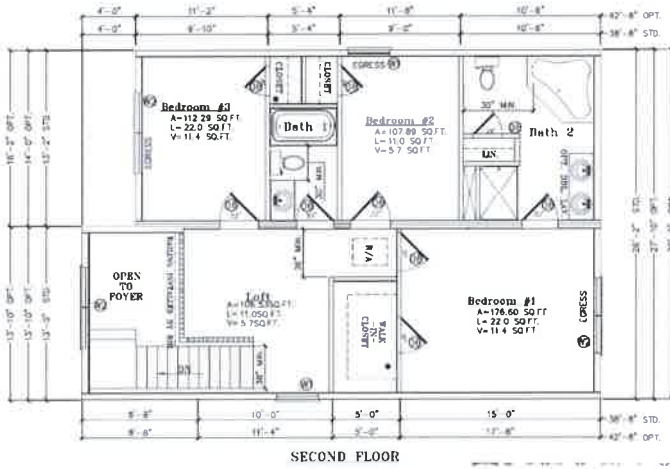
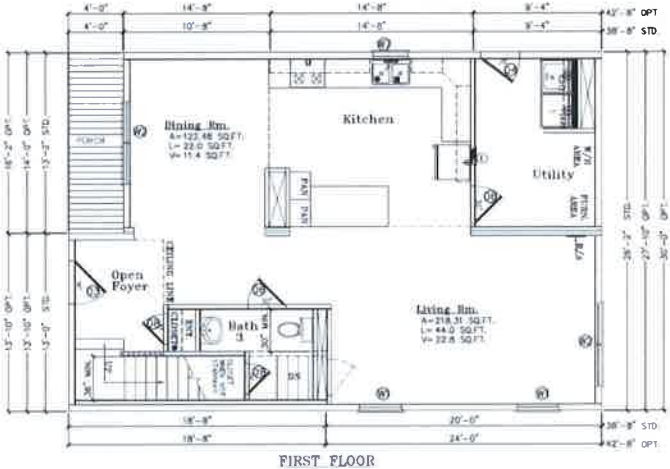
NOTE:
 ■ = DATA PLATE LOCATION
 ■ = MODULAR LABEL LOCATIONS
 SEE SHEET #6 FOR DOOR & WINDOW SCHEDULE.

NOTE:
 FURNACE AND W/H
 INSTALLED ON SITE
 BY OTHERS.

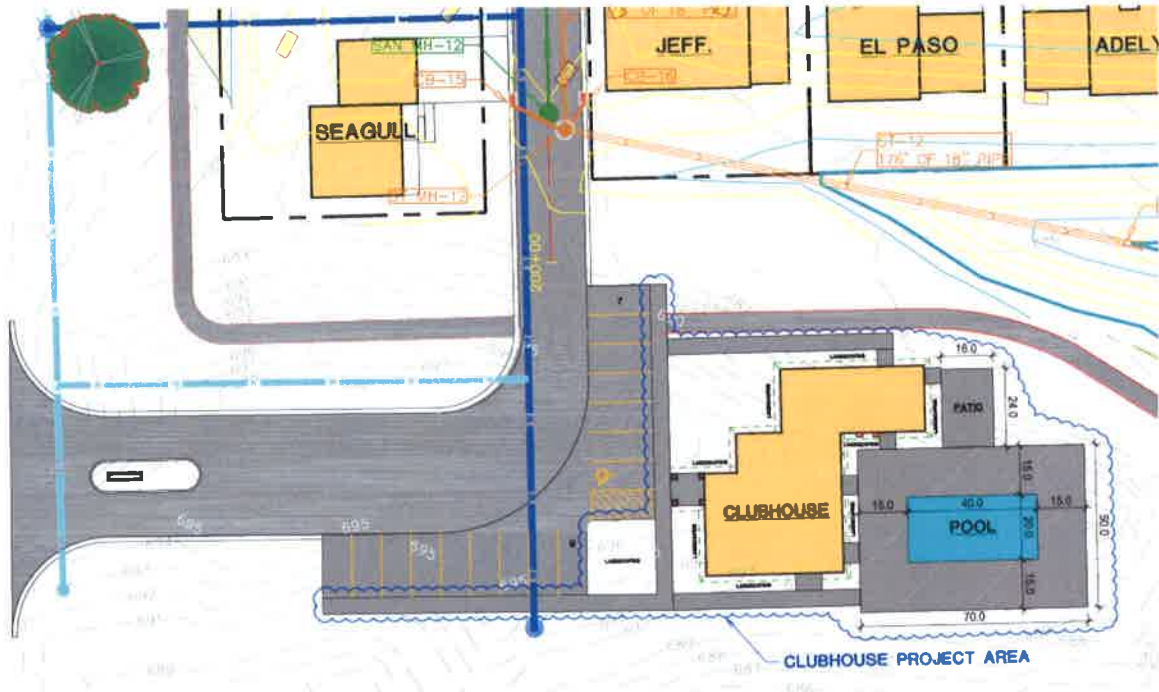
NOTE:
 ALL PENETRATIONS AND CHASES THAT
 COMMUNICATE BETWEEN FLOORS WILL BE
 FIREBLOCKED USING 1/2" THICK GYPSUM BOARD
 OR OTHER APPROVED MATERIAL LISTED IN
 RCO 502.13 AND 602.8



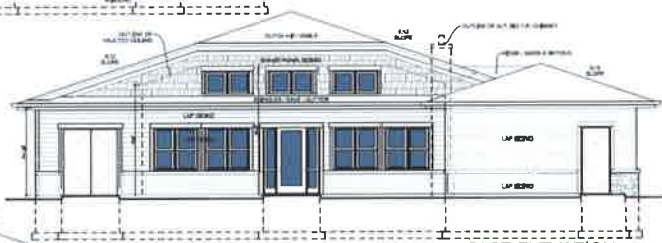
El Paso



Clubhouse



SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

ELEVATIONS

COMMON COUNCIL REPORT

Item: Certified Survey Map - 3945, 3955, and 3971 E. Elm Rd.

Recommendation: That the Council adopts Resolution No. 12083-071619, a resolution approving a Certified Survey Map submitted by Darrek Travis for the properties at 3945, 3955, and 3971 E. Elm Rd.

Fiscal Impact: The proposed CSM will consolidate three (3) existing lots in the Rs-4, Single Family Residential zoning district into two (2) single-family residential lots. The parcel at 3955 E. Elm Rd. will be split between the other adjoining properties. No direct fiscal impact is anticipated with this change as the existing lots are currently developed with single family residences. There are no immediate plans for redevelopment. These properties are not 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 is requesting approval of a Certified Survey Map for the properties at 3945, 3955, and 3971 E. Elm Rd. The proposal would eliminate the parcel at 3955 E. Elm Rd., with the land being divided between 3945 E. Elm Rd. and 3971 E. Elm Rd. Each lot will be in conformance with minimum lot size requirements for the Rs-4, Single Family Residential zoning district following the reconfiguration.

One minor correction is required: Sheet 4 shows the dedication of the right-of-way along Elm Rd. under the Plan Commission Approval. This must be under the Common Council Approval. The Applicant clarified at the Plan Commission meeting that a single driveway serves the property at 3945 E. Elm Rd. and a single driveway over 3955 E. Elm Rd. serves the property at 3971 E. Elm Rd. Additionally, the existing shed on the north portion of the proposed Lot 2 will be razed as indicated on the CSM. Code limits the number of accessory structures on a residential property to 2 without prior approval by the Plan Commission. Finally, one of the existing accessory structures crosses property lines, which is in violation of Code requirements. Should this shed ever be removed, any replacement must meet all required setbacks.

The Plan Commission reviewed the CSM proposal at their meeting on July 9, 2019, and recommend approval with the following conditions:

1. That accessory structures meet all current relevant Code requirements.
2. That the Common Council Approval signature block includes the dedication of rights-of-way.

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

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



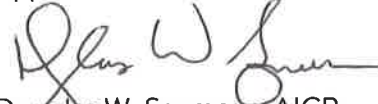
Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Resolution 12083-071619

Location Map

Certified Survey Map (Sheets 1-4)

RESOLUTION NO. 12083-071619

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
DARREK TRAVIS

3945, 3955, AND 3971 E. ELM RD.
(4th Aldermanic District)

WHEREAS, DARREK TRAVIS, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

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

1. That accessory structures meet all current relevant Code requirements.
2. That the Common Council Approval signature block includes the dedication of rights-of-way.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

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

1. That accessory structures meet all current relevant Code requirements.
2. That the Common Council Approval signature block includes the dedication of rights-of-way.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of July, 2019.

Passed and adopted this 16th day of July, 2019.

President, Common Council

Approved this 16th day of July, 2019.

Mayor

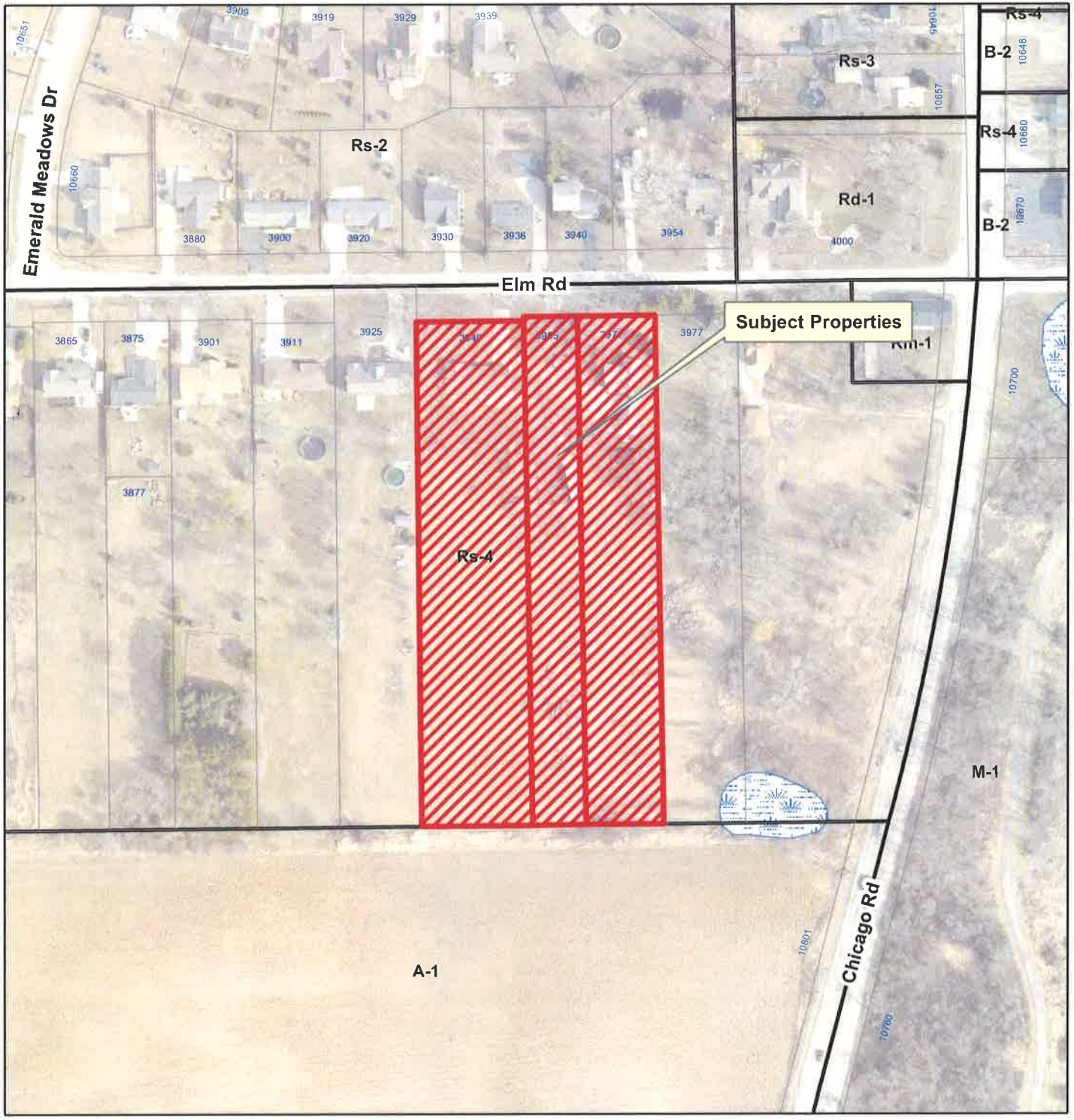
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map



3971, 3955, and 3945 E. Elm Rd.



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



Legend

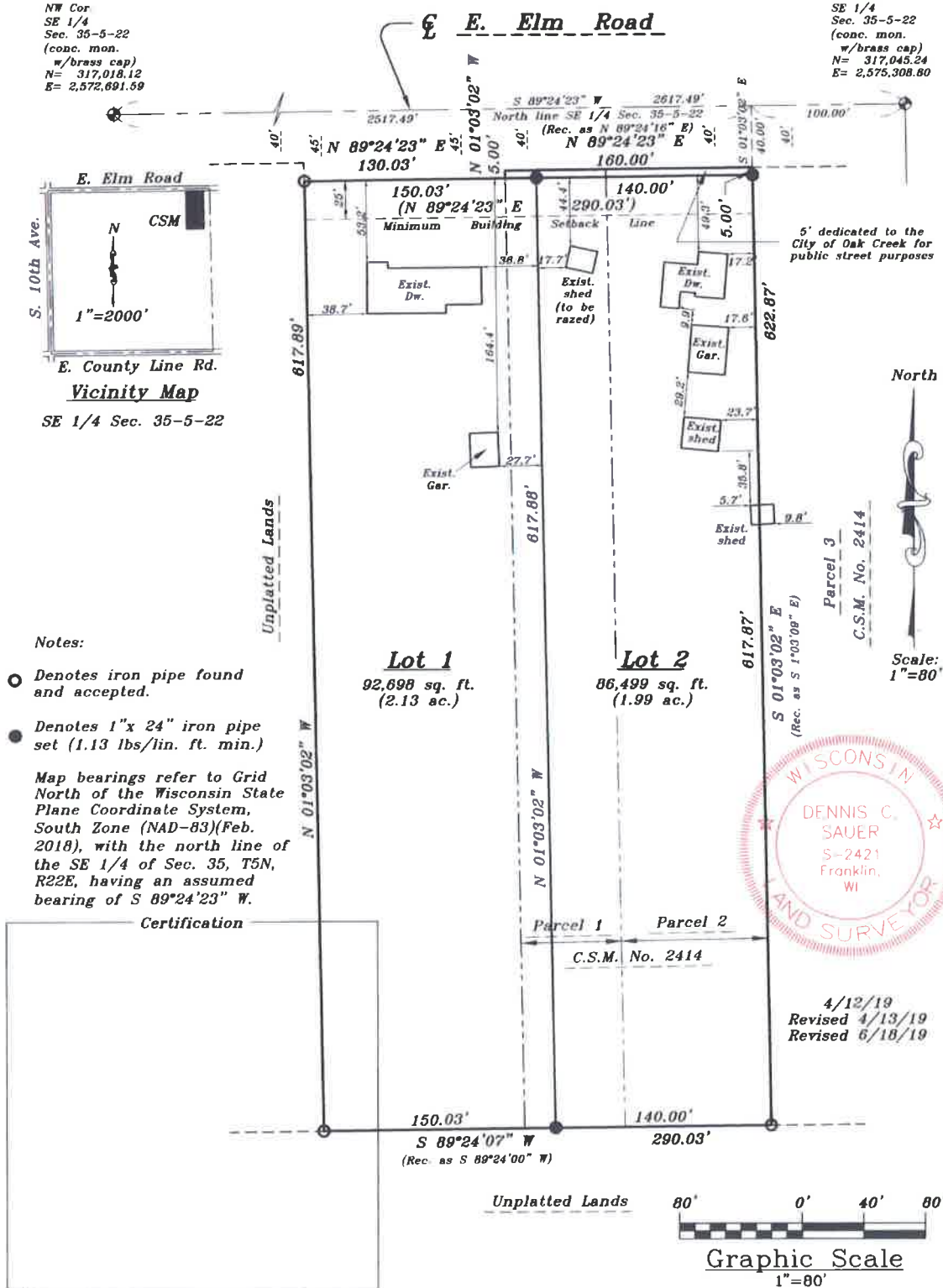
-  Selected Properties
-  DNR Wetlands Inventory

CERTIFIED SURVEY MAP

Being a Redivision of Parcels 1 and 2 of Certified Survey Map No. 2414, and a part of the Northeast 1/4 of the Southeast 1/4 of Section 35, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

NW Cor
SE 1/4
Sec. 35-5-22
(conc. mon.
w/brass cap)
N= 317,018.12
E= 2,572,691.59

NE Cor.
SE 1/4
Sec. 35-5-22
(conc. mon.
w/brass cap)
N= 317,045.24
E= 2,575,308.80



CERTIFIED SURVEY MAP NO. _____

Being a Redivision of Parcels 1 and 2 of Certified Survey Map NO. 2414, and a part of the Northeast 1/4 of the Southeast 1/4 of Section 35, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of Parcels 1 and 2 of Certified Survey Map No. 2414, and a part of the Northeast 1/4 of the Southeast 1/4 of Section 35, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded & described as follows:

Commencing at the Northeast corner of said Southeast 1/4; thence S 89°24'23" W along the North line of said Southeast 1/4, 100.00 feet to a point; thence S 01°03'02" E, 40.00 feet to a point on the South line of East Elm Road, said point being the point of beginning of the lands to be described; thence continuing S 01°03'02" E, 622.87 feet to a point; thence S 89°24'07" W, 290.03 feet to a point; thence N 01°03'02" W, 617.89 feet to a point on the South line of East Elm Road; thence N 89°24'23" E along said South line, 130.03 feet to a point; thence N 01°03'02" W along said South line, 5.00 feet to a point; thence N 89°24'23" E, 160.00 feet to the point of beginning.

Said lands containing 179,997 square feet (4.13 acres).

That I have made such survey, land division and map by the direction of Steve D. Wittlieff & Carrie A. Wittlieff, husband and wife and Darren Travis & Darrek Travis and Darrek Travis & Kristi Travis, husband and wife, owners of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and Chapter 14 of the Municipal Code of the City of Oak Creek in surveying, dividing and mapping the same.

APRIL 12, 2019

Date



A handwritten signature in cursive script that reads "Dennis C. Sauer".

Dennis C. Sauer
Professional Land Surveyor S-2421

PREPARED FOR:
Darrek Travis
3971 East Elm Road
Oak Creek, WI 53154

PREPARED BY: Dennis C Sauer
Metropolitan Survey Service, Inc.
9415 W Forest Home Ave, #202
Hales Corners, WI 53130

CERTIFIED SURVEY MAP NO. _____

Being a Redivision of Parcels 1 and 2 of Certified Survey Map NO. 2414, and a part of the Northeast 1/4 of the Southeast 1/4 of Section 35, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

Steve D. Wittlieff & Carrie A. Wittlieff, husband and wife, as owners, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and Chapter 14 of the Municipal Code of the City of Oak Creek.

WITNESS the hand and seal of said owners this _____ day of _____, 20____.

Steve D. Wittlieff, Owner

Carrie A. Wittlieff, Owner

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

PERSONALLY came before me this _____ day of _____, 20____, Steve D. Wittlieff & Carrie A. Wittlieff, Owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____

OWNER'S CERTIFICATE

Darren Travis & Darrek Travis, as owners, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and Chapter 14 of the Municipal Code of the City of Oak Creek.

WITNESS the hand and seal of said owners this _____ day of _____, 20____.

Darren Travis, Owner

Darrek Travis, Owner

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

PERSONALLY came before me this _____ day of _____, 20____, Darren Travis & Darrek Travis, Owners, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

Being a Redivision of Parcels 1 and 2 of Certified Survey Map NO. 2414, and a part of the Northeast 1/4 of the Southeast 1/4 of Section 35, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

Darrek Travis & Kristi Travis, husband and wife, as owners, do hereby certify that we have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and Chapter 14 of the Municipal Code of the City of Oak Creek.

WITNESS the hand and seal of said owners this _____ day of _____, 20__.

Darrek Travis, Owner

Kristi Travis, Owner

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

PERSONALLY came before me this _____ day of _____, 20__, Darrek Travis & Kristi Travis, Owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____

PLAN COMMISSION APPROVAL

APPROVED and DEDICATION ACCEPTED by the Plan Commission of the City of Oak Creek on this _____ day of _____, 20__.

Daniel J Bukiewicz, Chairman
City of Oak Creek

Douglas W. Seymour, Corresponding
Secretary, City of Oak Creek

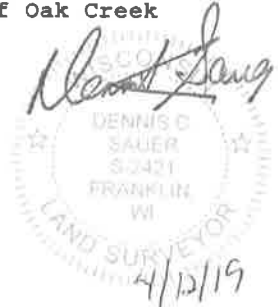
COMMON COUNCIL APPROVAL

APPROVED and accepted by the Common Council of the City of Oak Creek on this _____ day of _____, 20__, by Resolution No. _____.

Daniel J Bukiewicz, Mayor
City of Oak Creek

Catherine A. Roeske, Clerk
City of Oak Creek

THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2421





COMMON COUNCIL REPORT

Item: Creating Section 15.39, State Code Adoption, and Repealing and Recreating Sections 15.40 through 15.57 of the Oak Creek Municipal Code.

Recommendation: That the Common Council adopts Ordinance No. 2942, creating Section 15.39, State Code Adoption; and repealing and recreating Sections 15.40 through 15.57 of Chapter 15 of the Oak Creek Municipal Code relating to the Electrical Code.

Fiscal Impact: No fiscal impact.

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

Background: The adjustments to Chapter 15 Electrical Code are based on an evaluation completed by Department of Safety and Professional Services staff. These changes will bring the City of Oak Creek into compliance with the provisions of Wis. Admin. Code and SPS 316 (State of WI Electrical Code). This evaluation was done as part of a new requirement for all municipalities that exercise jurisdiction over the inspection of electrical wiring installations at farms, public buildings, places of employment, campgrounds, manufactured home communities, public marinas, piers, docks, or wharves, and recreational vehicle parks.

Options/Alternatives: To not adopt the revisions, which would require City Staff to discontinue inspecting the above referenced installations, and have the State take over these duties.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Jeffrey M. Lynch
Inspection Supervisor

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:

Michael C. Simmons, P.E.
City Engineer



Tony Evers, Governor
Dawn Crim, Secretary

July 5, 2019

Jeffrey M. Lynch
Inspection Department Supervisor
8040 S. 6th Street
Oak Creek, WI 53154
(414) 766-7039
jlynch@oakcreekwi.org

Re: City of Oak Creek Jurisdiction Request for Commercial Electrical Permitting and Inspecting

Dear Jeffrey M. Lynch,

Your municipality has not met all the requirements under the provisions of Wis. Admin. Code § SPS 316.011(1) to exercise jurisdiction over the inspection of electrical wiring installations at farms, public buildings, places of employment, campgrounds, manufactured home communities, public marinas, piers, docks, or wharves and recreational vehicle parks.

Your municipality's ordinance sections §§ 15.44, 15.49, 15.50, 15.51, 15.54 and 15.55 do not meet the requirements set forth within the Wisconsin Administrative Code ch. SPS 316.

- Your municipality's ordinance does not reference the adoption of Wis. Admin. Code § SPS 316 in its entirety.
- § 15.44(b)(3) has a definition of electrical wiring that conflicts with Wis. Stat. § 101.80(1m) & Wis. Admin. Code § SPS 316.006(2)
- § 15.49 requires different criteria of City licenses to preform electrical work. This section violates Wis. Stat. § 101.861.
- § 15.50 violates the licensing exceptions provided in Wis. Stat. § 101.862(4)(a)-(q).
- § 15.51 (permit language) conflicts with Wis. Admin. Code § SPS 316.012.
- § 15.54 conflicts with the language and provision specified in Wis. Admin. Code § SPS 316.013(3).
- § 15.55 conflicts with Wis. Admin. Code § SPS 316.011(1)(a)4 and Wis. Stat. § 101.86 in which the municipality's ordinance adopt the electrical code in its entirety. No municipal ordinance can be more restrictive than the Wisconsin Electrical Code.

Please resubmit your municipality's ordinance after the changes have been made addressing the issues discovered by the Department.

If your municipality has any questions related to the Wisconsin Electrical Code ch. SPS 316, please contact the Electrical Program within the Department's Division of Industry Services at (608) 264-7823 or DSPSSBElectrictech@wi.gov.

Respectfully,

Michael D. McNally Jr.
Section Chief, Division of Industry Services

cc: Garry Krause, Bureau Director, Technical Services Bureau
Electrical program staff, Technical Services Bureau

removing, replacing, disturbing, connecting, disconnecting, or maintaining any electrical wiring, device or equipment, for damages to persons or property caused by any defect therein in therefrom; nor shall the City be held as assuming any such responsibility or liability by reason of the issuance or revocation of any license, permit or certificate, or the inspection or reinspection authorized by the Chapter, or by reason of the approval or disapproval of any electrical equipment, sales, rentals, drawings, plans, specifications, materials, samples, test reports, literature, information or schedules authorized in this Code. Nor shall the City be held liable for any damages resulting from the enforcement of this Chapter.

SEC. 15.47 INFORMATION.

All requests for information pertaining to and involving an interpretation of this Electrical Code shall be submitted in detail to the Electrical Inspector. The Electrical Inspector shall not design any electrical installation or act in the capacity of a consulting (electrical) engineer.

SEC. 15.48 INSPECTION.

The Electrical Inspector shall visit and inspect all public buildings and premises, such as places of amusement and places of assemblage, and all other buildings for which electrical permits have been issued or complaint filed and make a thorough examination of all the electrical wires, equipment and devices installed, and when found to be in a dangerous or unsafe condition, he shall notify the person owning, using, operating or installing same to place them in a safe condition. The necessary repairs or changes shall be completed within seven (7) days after the receipt of such notice; each day which shall elapse after the expiration of said period shall constitute a separate offense, and the Electrical Inspector may order the discontinuance of electrical service to such defective electrical system until it shall have been repaired, removed or changed as directed by the Electrical Inspector. Failure to obey any such order shall subject the person failing to make such disconnection to the penalties hereinafter provided.

SEC. 15.49 ~~LICENSE QUALIFICATIONS AND REVOCATION.~~ License or registration required.

- ~~(a) The Building Commissioner or Electrical Inspector shall determine if an applicant is qualified for an electrical license.~~
- ~~(b) Master Electrical Certification from the State of Wisconsin and employed as an electrician for more than thirty (30) hours per week shall serve as qualification for a license unless provided otherwise in this Electrical Code, or in the case of a firm or corporation, that an employee of said firm or corporation has such certification. In the case of an employee holding the Master Certification who terminates employment with the firm or corporation, said license shall automatically be revoked.~~
- ~~(c) The Building Commissioner or Electrical Inspector may investigate any charges or complaints which have been filed against the holder of a license and may revoke such license for repeated violations or noncompliance with any of the provisions of this Electrical Code on the part of the licensee or any person performing any work under his direction. An aggrieved party may appeal to the Electrical Inspector, Building Commissioner, City Administrator, or Common Council, in said order.~~
- ~~(d) Any person doing electrical work in the City of Oak Creek must either hold an electrical license issued by the State of Wisconsin and the City of Oak Creek or be employed for more than thirty (30) hours per week by a licensed electrician.~~
- ~~(e) Electrical Maintenance License—Class M. A Class M Electrical Maintenance License shall be issued to an individual employee of a company for work to be performed on company property only. The scope of the work covered by this license shall be limited to troubleshooting and repairs for electrical systems. The license holder shall be allowed to install and disconnect existing equipment, and to install new circuits to new equipment or outlets on company property. The license holder will be allowed to obtain the required permits for the installation of wiring to new equipment and new circuits. The license holder shall not serve as a supervising electrician for the company for which he is employed.~~

~~To qualify for a Class M license, an individual is required to have five years of experience in the electrical maintenance or electrical construction field and shall provide the City proof of same prior to issuance of the license. Any person holding a current maintenance license in any other city shall qualify for a license in the City of Oak Creek upon providing proof that a maintenance license has been issued by another city.~~
- ~~(f) Electrical Maintenance License—Class C. A Class C Electrical Maintenance License shall be issued to an individual who holds a State Masters Electrical Certification or current City Master Electrical Certification. The license holder may serve as the supervising electrician and/or perform all electrical work on company property.~~

The license holder will be allowed to obtain permits for the installation of electrical work for any electrical work on company property.

(g) ~~License Fees. Fees shall be as established in Section 3-40.~~

~~Ordinance # 2280 A 11/4-03 Sec. 15.49(c), (f)~~ **(1)** No person may engage in the business of installing, repairing, or maintaining electrical wiring unless the person is licensed as an electrical contractor by the department.

(2) No person may install, repair, or maintain electrical wiring unless the person is licensed as an electrician by the department or unless the person is enrolled as a registered electrician by the department.

(3) No person who is not a master electrician may install, repair, or maintain electrical wiring unless a master electrician is at all times responsible for the person's work.

(4) Subsections (1) to (3) do not apply to any of the following:

(a) A residential property owner who installs, repairs, or maintains electrical wiring on premises that the property owner owns and occupies as a residence, unless a license or registration issued by the department is required by local ordinance.

(am) A person engaged in installing electrical wiring within an existing industrial facility or existing manufacturing facility owned or leased by the person or by an entity for which the person is an agent or employee.

(b) A person engaged in maintaining or repairing electrical wiring within an existing facility or on premises owned or leased by the person or by an entity for which the person is an agent or employee.

(c) A person engaged in installing, repairing, or maintaining electrical wiring, apparatus, or equipment for elevators and escalators.

(d) A person engaged in installing, repairing, or maintaining equipment or systems that operate at 100 volts or less.

(e) A person engaged in installing, repairing, or maintaining an electronic system designed to monitor a premises for the presence of an emergency, to issue an alarm for an emergency, or to detect and summon aid for an emergency.

(f) A person engaged in installing, repairing, or maintaining electrical wiring of facilities that support telecommunications service, as defined in s. 182.017 (1g) (cq), that is provided by a telecommunications provider, as defined in s. 196.01 (8p).

(g) A person engaged in installing, repairing, or maintaining manufactured equipment or utilization equipment, including ballasts, electric signs and luminaires, or any other manufactured system that is designed to provide a function that is not primarily electrical in nature if the installation, repair, or maintenance only involves the modification or installation of conductors that are considered part of the equipment or system under this paragraph. For purposes of this paragraph, any conductor going from the disconnecting point or the nearest junction, pull, or device box to the manufactured equipment or utilization equipment or the manufactured system is considered part of the equipment or system.

(h) A person engaged in installing electrical wiring for components of a manufactured home, as defined in s. 101.91 (2), or a manufactured building, as defined in s. 101.71 (6), while the manufactured home or the manufactured building is at or in the facility at which it is being manufactured.

(i) A person employed by an electricity provider, or a subcontractor of an electricity provider, who installs, repairs, or maintains electrical wiring for equipment that is installed in the normal course of providing utility services by the electricity provider.

(j) A person engaged in installing, repairing, or maintaining electrical wiring that provides lighting or signals for public thoroughfares and for public airports.

(k) A person engaged in installing, repairing, or maintaining electric lines on the utility side of substations and other distribution facilities owned or operated by customers or members of electricity providers.

(L) A person employed by an electricity provider, or a subcontractor of an electricity provider, who installs, repairs, or maintains primary voltage electric facilities that are owned by the electricity provider's customers or members and that operate at greater than 600 volts.

(m) A person employed by an electricity provider, or a subcontractor of an electricity provider, who restores service during an emergency.

- (b) **Double Fee.** In case the licensee shall fail to obtain a permit before work on an electrical installation has been started, the total fees for such permit shall be double the fees charged, except in emergency cases as determined by the Electrical Inspector. No further permits are to be issued to any licensee until all arrears in fees have been complied with.
- (c) **Misrepresentation of Fees.** No person shall misrepresent the amount charged by the City for permit fees. A fee shall be required for a permit issued to a licensee for doing any electrical works on or in any building owned by the City and a permit shall be procured before the commencement of any work on or in such building. All permit fees shall be paid to the City Treasurer and no permit shall be issued or held valid unless signed by the Electrical Inspector and stamped as paid by the City Treasurer in the amount for such permit.

SEC. 15.53 TEMPORARY WORK.

- (a) **Temporary Work Provision.** On applying for a permit for temporary work, a specified period of time during which such wiring is to remain in service must be stated, but not exceeding ninety (90) days. Service shall be disconnected at the end of this period and shall not again be connected without permission from the Electrical Inspector. For buildings where conduit wiring is required, special permits are required for temporary work and exposed wiring, lights, power for building operations, display decorative wiring, etc. for use for a limited period, subject to discontinuance and complete removal at expiration, and to condemnation and revocation within such period.
- (b) **Emergency Work.** In emergency work, the person doing or causing such work to be done shall report the same to the Electrical Inspector the next business day after beginning work, and such work shall be done in accordance with the provisions of this Electrical Code.

Field Code Changed
Field Code Changed
Field Code Changed
Field Code Changed
Field Code Changed
Field Code Changed
Field Code Changed
Field Code Changed

SEC. 15.54 ~~CERTIFICATE OF INSPECTIONS.~~

~~Current shall not be turned on any electrical installation until a certificate of inspection has been issued by the Electrical Inspector. However, in occupied buildings where a permit for lighting fixtures has been issued, the Electrical Inspector may authorize the installation of meters of electric service after wiring has been inspected and approved.~~

- ~~(1) Except as provided under s. 101.875 (2), Stats., electrical wiring installations shall be subject to inspection.~~
~~Note: See s. SPS 320.10 regarding the inspections for the construction of new one- and 2- family dwellings.~~
- ~~(2) Inspections of electrical wiring installations described under s. SPS 316.012 (1) (a) shall be conducted by a certified commercial electrical inspector.~~
~~Note: See s. SPS 305.62 for certification provisions for commercial electrical inspectors.~~
- ~~(3)~~
 - ~~(a) The building owner or their agent shall notify the inspection agency designated by the department to provide electrical inspections when the electrical wiring installation is ready for inspection.~~
 - ~~(b) Except as provided in par. (c), to facilitate inspection all of the following shall apply:~~
 - ~~1. Electrical wiring shall remain accessible and exposed for inspection purposes.~~
 - ~~2. Electrical wiring may not be energized.~~
 - ~~(c)~~
 - ~~1. The concealment or energizing of electrical wiring, other than an electrical service, may proceed if inspection has not been completed within 2 business days after notification is received or as otherwise agreed between the wiring installer and the designated inspection agency providing the inspection.~~
 - ~~2. The notification that an electrical wiring installation is ready for final inspection shall be made to indicate when all electrical fixtures, outlets and face plates are in place and the installation or that portion of the installation is energized.~~
 - ~~(d)~~
 - ~~1. If upon inspection, it is found that the installation is in compliance with this chapter, the certified inspector shall approve the installation prior to concealment or energizing of the electrical wiring.~~
 - ~~2. If upon inspection, it is found that the installation is incomplete or not in compliance with this chapter, orders to correct shall be issued. An order may include the condition that the electrical wiring is to remain unconcealed and non-energized until re-inspected.~~

~~Note: This section is created eff. 1-1-20 by CR 16-093.
History: CR 16-093; cr. Register June 2018 No. 750, eff. 1-1-20.~~

ORDINANCE NO. 2942

By: _____

AN ORDINANCE TO CREATE SECTION 15.39 STATE CODE ADOPTION,
AND TO REPEAL AND RECREATE SECTION 15.40 THROUGH SECTION 15.57,
IN CHAPTER 15 OF THE OAK CREEK MUNICIPAL
CODE RELATING TO THE ELECTRICAL CODE.

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

SECTION 1: SECTION 15.40 through Section 15.57 is hereby repealed and recreated to read as follows:

SEC. 15.39 STATE CODE ADOPTION.

The provisions and regulations of Wis. Admin Code & SPS 316 in its entirety are hereby made part of this Chapter by reference.

SEC. 15.40 PURPOSE.

The purpose of this Electrical Code is to safeguard life and property by regulating and providing for the inspection of the installation and condition of electrical wiring, equipment and devices, and providing for the licensing of persons, firms and corporations undertaking electrical work, and fixing a penalty for violation of the provisions of this Electrical Code.

SEC. 15.41 INSPECTION DIVISION - ELECTRICAL SECTION.

- (a) There is hereby created under the general supervision of the Building Commissioner within the Inspection Division the Electrical Section. The Electrical Section shall be under the direct supervision of the Electrical Inspector. The Electrical Inspector shall have the general authority and control of all matters pertaining to electrical inspections and shall enforce all state laws and City ordinances relating thereto. Any qualified employee of the City of Oak Creek may act in the absence of the Electrical Inspector.
- (b) The City Electrical Inspector shall not engage in the business of electrical wiring and construction either directly or indirectly in the City and he shall have no financial interest in any concern engaged in such business in the City. He may, however, do work at the request of the City or outside of the City.

SEC. 15.42 AUTHORITY TO ENTER PREMISES.

The Electrical Inspector, or his authorized agent, may enter any building or premises in the discharge of his official duties for the purpose of making any inspection or test of the electrical wires, equipment or devices contained therein. The Inspector or his authorized agent shall be given access to any premises upon request made to the owner or person in immediate charge of the premises.

SEC. 15.43 RECORDS.

- (a) There shall be kept in the Inspection Division a complete record of all applications, regularly numbered in the order of their issue, of all inspections made and other official work performed under the provisions of this Chapter, so arranged as promptly to afford information concerning electrical installation.

- (b) The Electrical Inspector shall prepare a monthly report summarizing the number of inspections made and the activities of the Section and file copies of such report with the Building Commissioner.

SEC. 15.44 DEFINITIONS.

For the purpose of this Chapter the following terms and words shall be interpreted as having the following meanings:

- (a) **State Code Terms.** All terms defined in the Wisconsin State Electrical Code and any amendments thereto shall when used in this Code be construed to have the same meaning as in the Wisconsin State Electrical Code.
- (b) **Other Terms.** For the purpose of this Code, the following terms shall have the following meanings:
 - (1) Electrical System. All wires, equipment or devices installed for the purpose of conducting or safeguarding electrical current.
 - (2) Electrical Work. Any act in connection with the installing, altering or maintaining of an electrical system, which act ordinarily requires the use of tools.

SEC. 15.45 AUTHORITY TO DISCONTINUE ELECTRICAL SYSTEM.

The Electrical Inspector may order the discontinuance of all electrical current from any electrical system which is found to be in an unsafe condition and order the cutting off of electric current in cases of emergency and where such electrical currents are dangerous to life or property or may interfere with the work of the Fire Department. No person shall reconnect any equipment thus cut off until permission is given by the Electrical Inspector.

SEC. 15.46 CITY NOT LIABLE.

This Electrical Code shall not be construed to relieve from or lessen the responsibility or liability of any person supplying electricity to or selling, renting, leasing, owning, using, operating, controlling, installing, altering, repairing, removing, replacing, disturbing, connecting, disconnecting, or maintaining any electrical wiring, device or equipment, for damages to persons or property caused by any defect therein in therefrom; nor shall the City be held as assuming any such responsibility or liability by reason of the issuance or revocation of any license, permit or certificate, or the inspection or reinspection authorized by the Chapter, or by reason of the approval or disapproval of any electrical equipment, sales, rentals, drawings, plans, specifications, materials, samples, test reports, literature, information or schedules authorized in this Code. Nor shall the City be held liable for any damages resulting from the enforcement of this Chapter.

SEC. 15.47 INFORMATION.

All requests for information pertaining to and involving an interpretation of this Electrical Code shall be submitted in detail to the Electrical Inspector. The Electrical Inspector shall not design any electrical installation or act in the capacity of a consulting (electrical) engineer.

SEC. 15.48 INSPECTION.

The Electrical Inspector shall visit and inspect all public buildings and premises, such as places of amusement and places of assemblage, and all other buildings for which electrical permits have been issued or complaint filed and make a thorough examination of all the electrical wires, equipment and devices installed, and when found to be in a dangerous or unsafe condition, he shall notify the person owning, using, operating or installing same to place them in a safe condition. The necessary repairs or changes shall be completed within seven (7) days after the receipt of such notice; each day which shall elapse after the expiration of said period shall constitute a separate offense, and the Electrical Inspector may order the discontinuance of electrical service to such defective electrical system until it shall have been repaired, removed or

changed as directed by the Electrical Inspector. Failure to obey any such order shall subject the person failing to make such disconnection to the penalties hereinafter provided.

SEC. 15.49 LICENSE OR REGISTRATION REQUIRED.

- (1) No person may engage in the business of installing, repairing, or maintaining electrical wiring unless the person is licensed as an electrical contractor by the department.
- (2) No person may install, repair, or maintain electrical wiring unless the person is licensed as an electrician by the department or unless the person is enrolled as a registered electrician by the department.
- (3) No person who is not a master electrician may install, repair, or maintain electrical wiring unless a master electrician is at all times responsible for the person's work.
- (4) Subsections (1) to (3) do not apply to any of the following:
 - (a) A residential property owner who installs, repairs, or maintains electrical wiring on premises that the property owner owns and occupies as a residence, unless a license or registration issued by the department is required by local ordinance.
 - (am) A person engaged in installing electrical wiring within an existing industrial facility or existing manufacturing facility owned or leased by the person or by an entity for which the person is an agent or employee.
 - (b) A person engaged in maintaining or repairing electrical wiring within an existing facility or on premises owned or leased by the person or by an entity for which the person is an agent or employee.
 - (c) A person engaged in installing, repairing, or maintaining electrical wiring, apparatus, or equipment for elevators and escalators.
 - (d) A person engaged in installing, repairing, or maintaining equipment or systems that operate at 100 volts or less.
 - (e) A person engaged in installing, repairing, or maintaining an electronic system designed to monitor a premises for the presence of an emergency, to issue an alarm for an emergency, or to detect and summon aid for an emergency.
 - (f) A person engaged in installing, repairing, or maintaining electrical wiring of facilities that support telecommunications service, as defined in s. 182.017 (1g) (cq), that is provided by a telecommunications provider, as defined in s. 196.01 (8p).
 - (g) A person engaged in installing, repairing, or maintaining manufactured equipment or utilization equipment, including ballasts, electric signs and luminaires, or any other manufactured system that is designed to provide a function that is not primarily electrical in nature if the installation, repair, or maintenance only involves the modification or installation of conductors that are considered part of the equipment or system under this paragraph. For purposes of this paragraph, any conductor going from the disconnecting point or the nearest junction, pull, or device box to the manufactured equipment or utilization equipment or the manufactured system is considered part of the equipment or system.
 - (h) A person engaged in installing electrical wiring for components of a manufactured home, as defined in s. 101.91 (2), or a manufactured building, as defined in s. 101.71 (6), while the manufactured home or the manufactured building is at or in the facility at which it is being manufactured.
 - (i) A person employed by an electricity provider, or a subcontractor of an electricity provider, who installs, repairs, or maintains electrical wiring for equipment that is installed in the normal course of providing utility services by the electricity provider.

- (j) A person engaged in installing, repairing, or maintaining electrical wiring that provides lighting or signals for public thoroughfares and for public airports.
 - (k) A person engaged in installing, repairing, or maintaining electric lines on the utility side of substations and other distribution facilities owned or operated by customers or members of electricity providers.
 - (l) A person employed by an electricity provider, or a subcontractor of an electricity provider, who installs, repairs, or maintains primary voltage electric facilities that are owned by the electricity provider's customers or members and that operate at greater than 600 volts.
 - (m) A person employed by an electricity provider, or a subcontractor of an electricity provider, who restores service during an emergency.
 - (n) A person who installs a replacement for an existing switch or outlet if the replacement switch or outlet has a rating of not more than 20 amperes.
 - (p) A person engaged in installing, repairing, or maintaining a private on-site wastewater treatment system, as defined in s. 145.01 (12), if the activity only involves installing or modifying a conductor going from the system's junction, pull, or device box to the nearest disconnecting point and the conductor is buried with the system.
 - (q) A person engaged in installing, repairing, or maintaining a pump for a well if the activity only involves installing or modifying a conductor going from the pump's junction, pull, or device box to the nearest disconnecting point and the conductor is buried with the pump.
- (5)
- (a) Subsections (2) and (3) do not apply to a person who was born on or before January 1, 1956, and who has at least 15 years of experience in installing, repairing, or maintaining electrical wiring, subject to par. (b).
 - (b) The department shall promulgate rules establishing criteria and procedures for issuing licenses to electricians who were born on or before January 1, 1956, and who have at least 15 years of experience in installing, repairing, or maintaining electrical wiring. Upon promulgation of these rules, an electrician who meets these age and experience requirements may not install, repair, or maintain electrical wiring unless he or she is licensed in compliance with these rules or is otherwise licensed or registered as an electrician under this subchapter.
- (6)
- (a) Subsections (2) and (3) do not apply to a person who installs electrical wiring, without receiving payment or other consideration, in a new one-family or 2-family dwelling that is being constructed by a qualified nonprofit corporation.
 - (b) For purposes of par. (a), a qualified nonprofit corporation is one that meets all of the following conditions:
 1. The corporation is described in section 501 (c) (3) of the Internal Revenue Code and is exempt from federal income tax under section 501 (a) of the Internal Revenue Code.
 2. The corporation has as its purpose the construction and rehabilitation of residential dwellings in a specific community or area.
- History:** 2007 a. 63; 2013 a. 4 s. 2; 2013 a. 125, 143; 2015 a. 55.

SEC. 15.50 RESERVE

SEC. 15.51 PERMITS

- (1)
- (a) Except for an electrical wiring project described in s. 101.875 (2), Stats., and as provided in par. (b), no electrical wiring project may commence unless the owner of the premises where the installation is to occur or their agent holds a permit from the designated inspection agency if the project involves the installation of new or an addition to any electrical service, feeder, or branch circuit serving any of the following:
 1. A farm.
 2. A public building, structure, or premises.
 3. A place of employment.
 4. A campground.
 5. A manufactured home community.
 6. A public marina, pier, dock, or wharf.
 7. A recreational vehicle park.
 - (b) Under emergency conditions, the necessary electrical wiring may commence without obtaining a permit, provided the owner of the premises where the installation is to occur or their agent submits a permit application to the inspection agency designated by the department to provide electrical inspections for the installation no later than the next business day after commencement of the installation.
- (2) The application for a permit required under sub. (1) shall contain all of the following information:
- (a) The name of the applicant.
 - (b) The name of the building or property owner.
 - (c) The location of the electrical wiring installation.
 - (d) The scope and extent of the electrical wiring installation.
 - (e)
 1. The name of the person responsible for the installation.
 2. The name and license number of the master electrician, residential master electrician, or registered master electrician under s. SPS 305.437 responsible for the installation, unless exempted under s. 101.862 (4), Stats.
- (3)
- (a) The issuing inspection agency shall indicate on the electrical permit the date of issuance.
 - (b) A permit required under sub. (1) shall expire 12 months after the date of issuance, if installation of the electrical wiring has not commenced.

Note: This section is created eff. 1-1-20 by CR 16-093.

History: CR 16-093: cr. Register June 2018 No. 750, eff. 1-1-20.

SEC. 15.52 PERMIT FEES.

- (a) **Fees.** Fees for electrical permits shall be as established in Section 3.40.
- (b) **Double Fee.** In case the licensee shall fail to obtain a permit before work on an electrical installation has been started, the total fees for such permit shall be double the fees charged, except in emergency cases as determined by the Electrical Inspector. No further permits are to be issued to any licensee until all arrears in fees have been complied with.
- (c) **Misrepresentation of Fees.** No person shall misrepresent the amount charged by the City for permit fees. A fee shall be required for a permit issued to a licensee for doing any elec-

trical works on or in any building owned by the City and a permit shall be procured before the commencement of any work on or in such building. All permit fees shall be paid to the City Treasurer and no permit shall be issued or held valid unless signed by the Electrical Inspector and stamped as paid by the City Treasurer in the amount for such permit.

SEC. 15.53 TEMPORARY WORK.

- (a) **Temporary Work Provision.** On applying for a permit for temporary work, a specified period of time during which such wiring is to remain in service must be stated, but not exceeding ninety (90) days. Service shall be disconnected at the end of this period and shall not again be connected without permission from the Electrical Inspector. For buildings where conduit wiring is required, special permits are required for temporary work and exposed wiring, lights, power for building operations, display decorative wiring, etc. for use for a limited period, subject to discontinuance and complete removal at expiration, and to condemnation and revocation within such period.
- (b) **Emergency Work.** In emergency work, the person doing or causing such work to be done shall report the same to the Electrical Inspector the next business day after beginning work, and such work shall be done in accordance with the provisions of this Electrical Code.

SEC. 15.54 INSPECTIONS.

- (1) Except as provided under s. 101.875 (2), Stats., electrical wiring installations shall be subject to inspection.
Note: See s. SPS 320.10 regarding the inspections for the construction of new one- and 2- family dwellings.
- (2) Inspections of electrical wiring installations described under s. SPS 316.012 (1) (a) shall be conducted by a certified commercial electrical inspector.
Note: See s. SPS 305.62 for certification provisions for commercial electrical inspectors.
- (3)
 - (a) The building owner or their agent shall notify the inspection agency designated by the department to provide electrical inspections when the electrical wiring installation is ready for inspection.
 - (b) Except as provided in par. (c), to facilitate inspection all of the following shall apply:
 - 1. Electrical wiring shall remain accessible and exposed for inspection purposes.
 - 2. Electrical wiring may not be energized.
 - (c)
 - 1. The concealment or energizing of electrical wiring, other than an electrical service, may proceed if inspection has not been completed within 2 business days after notification is received or as otherwise agreed between the wiring installer and the designated inspection agency providing the inspection.
 - 2. The notification that an electrical wiring installation is ready for final inspection shall be made to indicate when all electrical fixtures, outlets and face plates are in place and the installation or that portion of the installation is energized.
 - (d)
 - 1. If upon inspection, it is found that the installation is in compliance with this chapter, the certified inspector shall approve the installation prior to concealment or energizing of the electrical wiring.

2. If upon inspection, it is found that the installation is incomplete or not in compliance with this chapter, orders to correct shall be issued. An order may include the condition that the electrical wiring is to remain unconcealed and non-energized until re-inspected.

Note: This section is created eff. 1-1-20 by CR 16-093.

History: CR 16-093: cr. Register June 2018 No. 750, eff. 1-1-20.

SEC. 15.55 CONSTRUCTION REQUIREMENTS.

No certificate of inspection shall be issued unless the electric light, power or heating installation and all other electrical apparatus connected with it are in strict conformity with WI. Admin Code & SPS316.

SEC. 15.56 APPROVED MATERIALS.

- (a) No electrical materials, devices or appliances shall be used or installed in the City unless they are in conformity with the provisions of this Electrical Code, the statutes of the State of Wisconsin and the State Electrical Code and all amendments thereof and supplements thereto under authority of the state statutes, and unless they are in conformity with approved methods of construction for safety to life and property.
- (b) The maker's name, trademark or other identification symbol shall be placed on all electrical material, devices and appliances used or installed under this Code; also the rating in volts, amperes, watts or horsepower, etc. to permit proper identifications.

SEC. 15.57 SIGNS.

Electrically illuminated signs shall not be hung or erected until after inspection and approval by the Electrical Inspector, unless such signs have otherwise been approved.

SECTION 2: Other sections of the zoning code affected by the repealing of the aforementioned sections shall be appropriately renumbered within the numbering outline of the code.

SECTION 3: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this _____ day of _____, 2019.

Kenneth Gehl, Common Council President

Approved this _____ day of _____, 2019.

ATTEST:

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

Vote: Ayes: _____ Noes _____

COMMON COUNCIL REPORT

Item: 30' Water Main Easement Vacation at East Middle School

Recommendation: That the Common Council adopts Resolution No. 12078-071619, a resolution vacating a 30 foot water main easement by and between Oak Creek-Franklin Joint School District and the City of Oak Creek (Tax Key 873-9013-000) (3rd Aldermanic District).

Fiscal Impact: None.

Critical Success Factor(s):

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

Background: As part of the project for the new athletic fields at the East Middle School the water main easement needs to be vacated. The existing water easement is in conflict with the proposed varsity softball field. A new easement will be needed to replace the water main easement outside of the field. Staff has worked with the School's consultant to prepare the vacation exhibit. The Utility has future plans to extend a transmission main through this area.

Options/Alternatives: The future water main project would go through the varsity softball field possibly prohibiting games to be played on the field during construction.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Brian L. Johnston, PE
Utility Engineer

Attachments: Resolution 12078-071619, 30' Water Main Easement 07-018

RESOLUTION NO. 12078-071619

BY: _____

**RESOLUTION VACATING A 30' PUBLIC WATER MAIN EASEMENT AT
9330 S. SHEPARD AVENUE (EAST MIDDLE SCHOOL)**

(TAX KEY NO. 975-1004-000)

(3RD ALDERMANIC DISTRICT)

WHEREAS, Oak Creek-Franklin Joint School District is requesting to vacate a 30' public water easement to make room for the proposed athletic fields at East Middle School, and;

WHEREAS, the public water main has not been installed yet, and;

WHEREAS, a new public water main easement will be established for the future transmission main;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the 30' public water easement at 9330 S. Shepard Avenue be vacated and the Mayor and City Clerk are hereby authorized to execute the same.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of July, 2019.

Passed and adopted this 16th day of July, 2019.

President, Common Council

Approved this 16th day of July, 2019.

Mayor

ATTEST:

City Clerk

VOTE: Ayes ___ Noes ___



DOC.# 09519596

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 11/06/2007 02:24PM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 19.00

Document Number	Document Title
	Water Main Easement
EASEMENT NO	<u>07-018</u>
PROJECT NO.	_____
RESOLUTION NO.	_____
ADDRESS NO.	9136 S. Shepard Avenue Oak Creek, WI 53154
GRANTORS(S)	Oak Creek-Franklin Joint School District
M/A	7630 S. 10 th Street Oak Creek, WI 53154

Recording Area

Larry Haskin
7300 South 13th Street, Suite 104
Oak Creek, WI 53154

Name and Return Address

Tax Key No. 873-9979-003

Parcel Identification Number (PIN)

WATER MAIN EASEMENT

THIS INDENTURE, made this 22nd day of October, 2007, by and between, Oak Creek-Franklin Joint School District party of the first part, hereinafter referred to as "Grantors", and the City of Oak Creek, a Wisconsin municipal corporation, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantors do hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary water main and appurtenances in, under, over and across the real property of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown and legally described on Exhibit "A".

TO HAVE AND TO HOLD said easement unto the Grantee, and unto its successors and assigns forever.

The Grantee shall have the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid water main and appurtenances thereto.

The Grantee agrees 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 Grantee or its agents. However, the Grantee's obligation to restore the property does not apply to any structure, fence, hard surface paving of any type or configuration, trees, bushes, branches or roots which may interfere with the Grantee's use of the aforesaid easement.

The Grantee shall have the right to trim or remove any trees, bushes, branches or roots so as not to interfere with the grantees use of the aforesaid easement.

Structures, which are defined as anything constructed or erected, the use of which requires more or less permanent location on ground or attached to something having permanent location on the ground and fences, shall not be located over Grantees' facilities or in, upon or over the property within aforesaid easement without the prior written consent of the Utility Engineer.

The aforesaid water main and appurtenances shall be maintained and kept in good order and condition at the expense of the Grantee.

The Grantors reserve the right, to themselves and to their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises, except as to the rights herein granted.

If the premises herein are discontinued or abandoned for the purpose granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, the City agrees to reconvey by quit claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

The City shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss of damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid water main and appurtenances thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Grantors:

OAK CREEK FRANKLIN JOINT SCHOOL DISTRICT

By: 
Dr. Sara J. Larsen, District Superintendent

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 2nd day of October, 2007, the above-named, Dr. Sara J. Larsen, District Superintendent of the Oak Creek Franklin Joint School District, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Cathy Cramm
Notary Public, Milwaukee County, WI

My commission expires: 1-4-2009

CITY OF OAK CREEK

By: Richard R. Bolender
Richard R. Bolender, Mayor

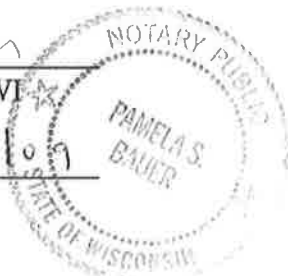
By: Beverly A. Buretta
Beverly A. Buretta, City Clerk

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 22 day of October, 2007, Richard R. Bolender, Mayor and Beverly A. Buretta, City Clerk, of the above-named municipal corporation, City of Oak Creek, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, as the deed of said municipal corporation, by its authority, pursuant to Resolution No. 10795-1011607, adopted by its Common Council on the 16 day of October, 2007.

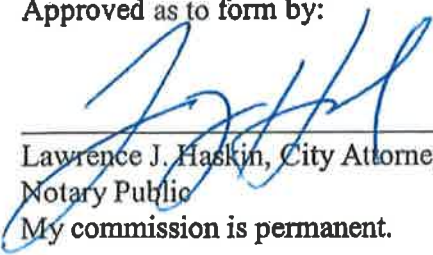
Pamela S. Bauer
Notary Public, Milwaukee County, WI

My commission expires: 5/24/09



This instrument was drafted by the City of Oak Creek Engineering Division.

Approved as to form by:



Lawrence J. Haskin, City Attorney
Notary Public
My commission is permanent.

00213560

EXHIBIT A

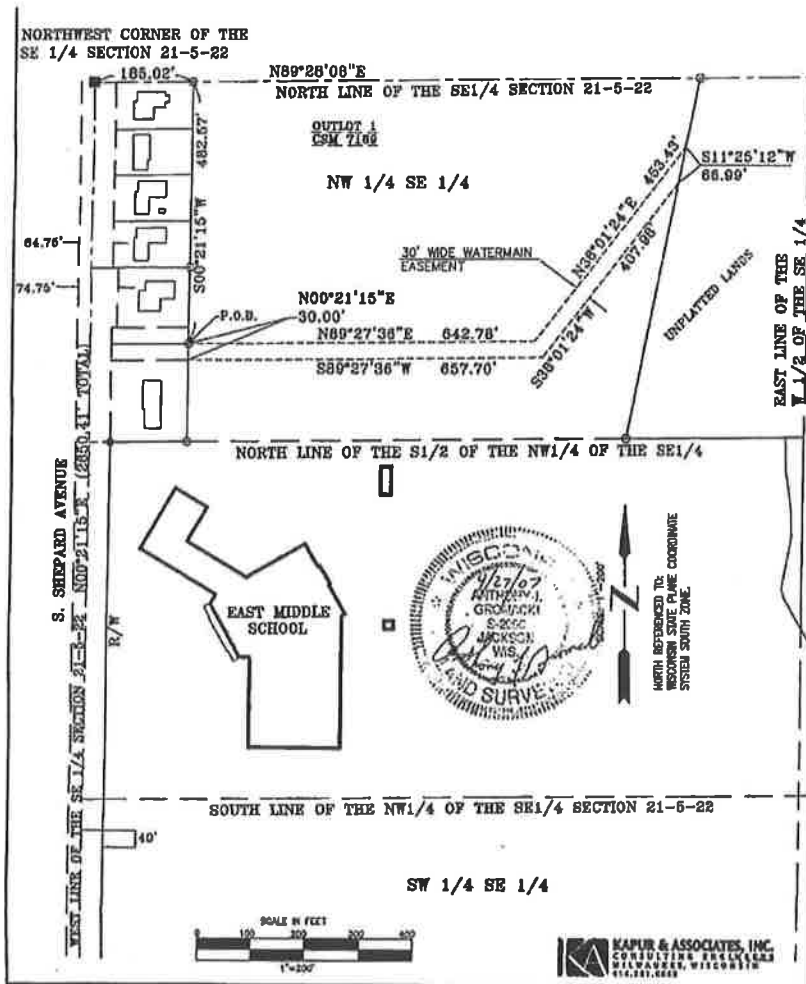
Legal Description

LEGAL DESCRIPTION

For a 30 foot wide Watermain Easement.

That part of Outlot 1 of Certified Survey Map 7189 recorded in the Register of Deeds office for Milwaukee County in Reel 5500, on Image 7293-7296, Document 8433965, Being part of the Northwest 1/4 of the Southeast 1/4 of Section 21, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, described as follows:

Commencing at the Northwest corner of the Southeast 1/4 of said Section 21; thence North 89°28'08" East, along the North line of the Southeast 1/4 of said Section 21, 185.02 feet to the Northwest corner of Outlot 1 of said Certified Survey Map 7189; thence South 00°21'15" West, along the West line of said Outlot 1, 482.57 feet to the Point of Beginning; thence North 89°27'36" East, 642.78 feet; thence North 38°01'24" East, 453.43 feet to the East line of said Outlot 1; thence South 11°25'12" West, along said East line, 66.99 feet; thence South 38°01'24" West, 407.98 feet; thence South 89°27'36" West, 657.70 feet to said West line of Outlot 1; thence North 00°21'15" East, along said West line, 30.00 feet to the Point of Beginning.



COMMON COUNCIL REPORT

Item: 30' Water Main Easement at East Middle School

Recommendation: That the Common Council adopts Resolution No. 12079-071619, a resolution approving a 30 foot water main easement by and between Oak Creek-Franklin Joint School District and the City of Oak Creek (Tax Key 873-9013-000) (3rd Aldermanic District).

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

Critical Success Factor(s):

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

Background: As part of the project for the new athletic fields at the East Middle School the water main easement needs to be approved. The existing water easement is in conflict with the proposed varsity softball field and will be vacated. This easement will replace the water main easement outside of the field. Staff has worked with the School's consultant to prepare the water main easement and exhibit. This easement would establish for the City the right to construct, access and maintain the public water main. The Utility has future plans to extend a transmission main through this area.

Options/Alternatives: The future water main project would go through the varsity softball field possibly prohibiting games to be played on the field during construction.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Brian L. Johnston, PE
Utility Engineer

Attachments: Resolution 12079-071619, 30' Water Main Easement, Exhibit

RESOLUTION NO. 12079-071619

BY: _____

**RESOLUTION APPROVING A 30' PUBLIC WATER MAIN EASEMENT AT
9330 S. SHEPARD AVENUE (EAST MIDDLE SCHOOL)**

(TAX KEY NO. 873-9013-000)

(3RD ALDERMANIC DISTRICT)

WHEREAS, Oak Creek-Franklin Joint School District is requesting a new 30' public water easement to make room for the proposed athletic fields at East Middle School, and;

WHEREAS, a new public water main easement will be established for the future transmission main;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the 30' public water easement at 9330 S. Shepard Avenue be approved and the Mayor and City Clerk are hereby authorized to execute the same.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of July, 2019.

Passed and adopted this 16th day of July, 2019.

President, Common Council

Approved this 16th day of July, 2019.

Mayor

ATTEST:

City Clerk

VOTE: Ayes ___ Noes _____

30 FT PUBLIC WATER MAIN
EASEMENT

Document Number

Document Title

EASEMENT NO _____

PROJECT NO. _____

RESOLUTION NO. _____

ADDRESS NO. 9330 S Shepard Avenue

GRANTOR(S) Oak Creek-Franklin Joint
School District

M/A 7630 S 10th Street
Oak Creek, WI 53154

Recording Area

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

873-9013-000
Parcel Identification Number (PIN)

30' PUBLIC WATER MAIN EASEMENT

THIS INDENTURE, made this _____ day of _____, 2019, by and between, Oak Creek-Franklin Joint School District, party of the first part, hereinafter referred to as "Grantor", and the City of Oak Creek, a Wisconsin municipal corporation, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary water main and appurtenances in, under, over and across the real property of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A", and more particularly described as follows:

Being part of Lot 1 of Certified Survey Map No. 8047, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on May 12, 2008 as Document No. 9599081, and part of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East bounded as follows: Commencing at the Northwest corner of the Southeast 1/4 of said Section 21, run thence N89°28'08"E 185.02 feet along North line of the Southeast 1/4 of

said Section 21 to the Northwest corner of said Lot 1; thence S00°21'15"W 482.57 feet along the West line of said Lot 1 to the point of beginning of this description; thence N89°27'36"E 719.51 feet; thence N38°01'24"E 285.79 feet to the East line of said Lot 1; thence S11°25'12"W 66.99 feet along the East line of said Lot 1; thence S38°01'24"W 240.34 feet; thence S89°27'36"W 734.43 feet to the West line of said Lot 1; thence N00°21'15"E 30.00 feet along the West line of said Lot 1 to the point of beginning. Said land being in the City of Oak Creek, County of Milwaukee and State of Wisconsin. Containing 29,701 square feet.

TO HAVE AND TO HOLD said easement unto the Grantee, and unto its successors and assigns forever.

The Grantee shall have the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid water main and appurtenances thereto.

The Grantee agrees 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 Grantee or its agents. However, the Grantee's obligation to restore the property does not apply to any structure, fence, hard surface paving of any type or configuration, trees, bushes, branches or roots which may interfere with the Grantee's use of the aforesaid easement.

The Grantee shall have the right to trim or remove any trees, bushes, branches or roots so as not to interfere with the grantees use of the aforesaid easement.

Structures, which are defined as anything constructed or erected, the use of which requires more or less permanent location on ground or attached to something having permanent location on the ground and fences, shall not be located over Grantee's facilities or in, upon or over the property within aforesaid easement without the prior written consent of the City Engineer.

The aforesaid water main and appurtenances shall be maintained and kept in good order and condition at the expense of the Grantee.

The Grantor reserves the right, to themselves and to their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises, except as to the rights herein granted.

If the premises herein are discontinued or abandoned for the purpose granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, the City agrees to reconvey by quit claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

The City shall and does hereby agree to indemnify and save harmless the

Grantors, their heirs, personal representatives, successors and assigns, from any and all loss of damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid water main and appurtenances thereto.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

CITY OF OAK CREEK

By: _____
DANIEL J. BUKIEWICZ, Mayor

Countersigned:

By: _____
CATHERINE A. ROESKE, City Clerk

STATE OF WISCONSIN)
 (SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2019, DANIEL J. BUKIEWICZ, Mayor and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, as the deed of said municipal corporation, by its authority, pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2019.

Notary Public, Milwaukee County, WI

My commission expires: _____

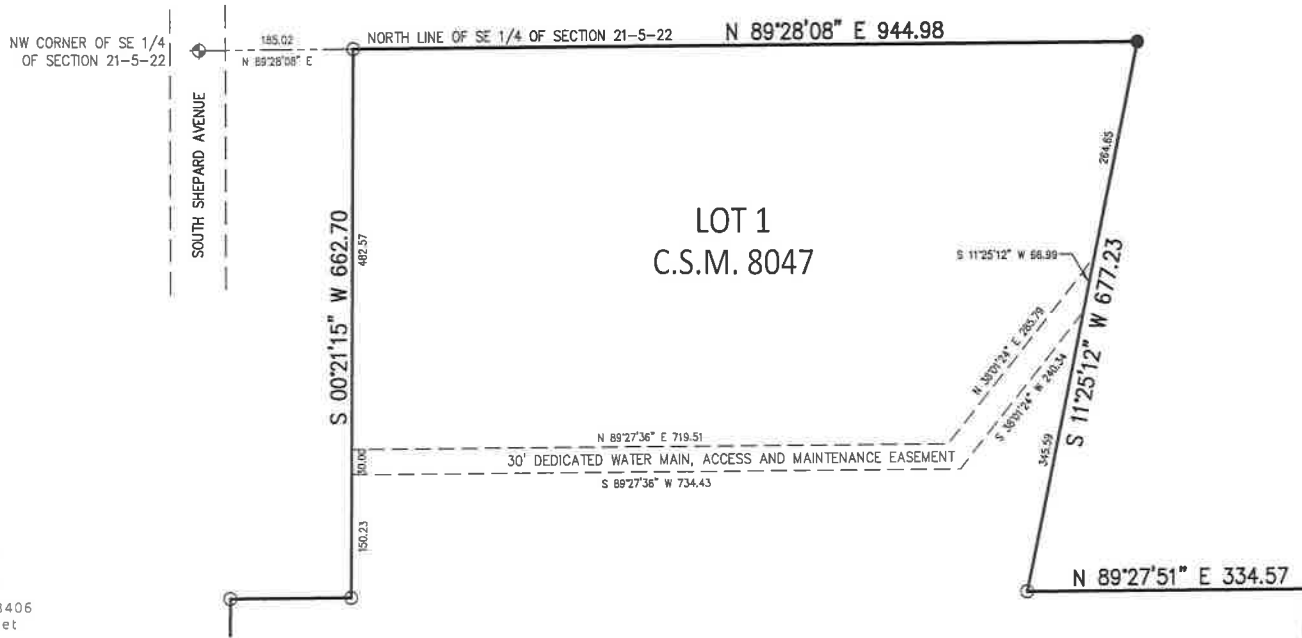
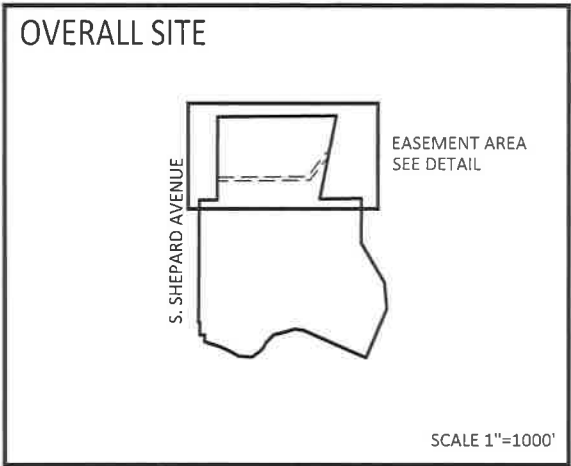
This instrument was drafted by Brian Johnston of the Oak Creek Water and Sewer Utility.

Approved as to form by:

Melissa L. Karls, City Attorney

30' WIDE WATERMAIN, ACCESS AND MAINTENANCE EASEMENT

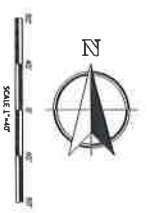
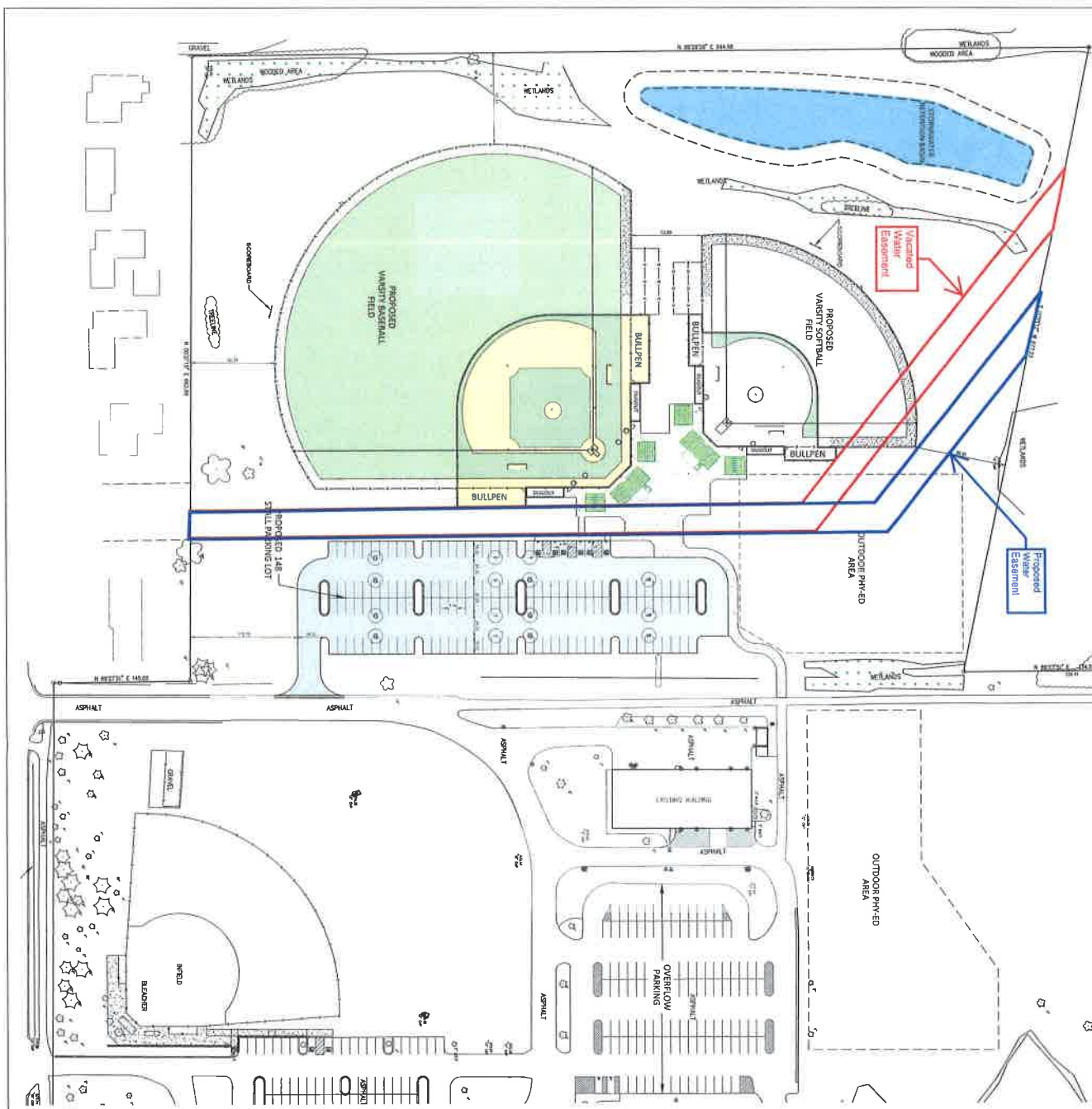
Being part of Lot 1 of Certified Survey Map No. 8047, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on May 12, 2008 as Document No. 9599081, and part of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East bounded as follows: Commencing at the Northwest corner of the Southeast 1/4 of said Section 21, run thence N89°28'08"E 185.02 feet along North line of the Southeast 1/4 of said Section 21 to the Northwest corner of said Lot 1; thence S00°21'15"W 482.57 feet along the West line of said Lot 1 to the point of beginning of this description; thence N89°27'36"E 719.51 feet; thence N38°01'24"E 285.79 feet to the East line of said Lot 1; thence S11°25'12"W 66.99 feet along the East line of said Lot 1; thence S38°01'24"W 240.34 feet; thence S89°27'36"W 734.43 feet to the West line of said Lot 1; thence N00°21'15"E 30.00 feet along the West line of said Lot 1 to the point of beginning. Said land being in the City of Oak Creek, County of Milwaukee and State of Wisconsin. Containing 29,701 square feet.



Scale: 1" = 150'
 Drawn By: DMB/SCB
 DATE: 7-2-2019
 2018.0374.02
 30' Wide Watermain Easement
 Exhibit Drawing
 East Middle School
 Oak Creek Franklin Joint
 School District
 Oak Creek, Wisconsin

Tuesday, July 02, 2019 1:55:51 PM

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



SITE DATA

PROJECT NUMBER: 2023-001
 CLIENT: OAK CREEK JOINT SCHOOL DISTRICT
 ADDRESS: 9330 S SHEPARD AVE, OAK CREEK, WI 53154
 PROJECT TYPE: ATHLETIC FIELD UPDATES
 DESIGNER: MBI SOLUTIONS
 DATE: 08/2023

UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY. PROPOSED UTILITIES ARE SHOWN FOR THE PROJECT. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES. THE DESIGNER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES.

**OAK CREEK FRANKLIN
 JOINT SCHOOL DISTRICT
 EAST MIDDLE SCHOOL
 ATHLETIC FIELD UPDATES**

BID PACKAGE #7
 9330 S SHEPARD AVE
 OAK CREEK, WI 53154



DATE: 08/2023
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 75% REVIEW SET
 EXHIBIT A
 OVERALL SITE PLAN
 PROJECT NUMBER: C101

COMMON COUNCIL REPORT

Item: Oak Creek High School Athletic Field Improvements and Edgewood Elementary School Building Addition Storm Water Management Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 12074-071619, a resolution approving a storm water management practices maintenance agreement with Oak Creek-Franklin Joint School District, for their Oak Creek High School athletic field improvements and Edgewood Elementary School building addition located on the northwest corner of S. Shepard Avenue and E. Puetz Road. (Tax Key No. 827-9028) (3rd Aldermanic District)

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

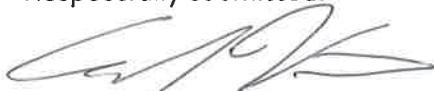
Critical Success Factor(s):

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

Background: The proposed Oak Creek High School athletic field improvements and Edgewood Elementary School building addition require onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



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

Fiscal Review:



Bridget M. Spuffrant
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, P.E.
City Engineer

RESOLUTION NO. 12074-071619

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH THE OAK CREEK-FRANKLIN JOINT SCHOOL DISTRICT FOR THEIR OAK CREEK HIGH SCHOOL ATHLETIC FIELD IMPROVEMENTS AND EDGEWOOD ELEMENTARY SCHOOL BUILDING ADDITION

(TAX KEY NO. 827-9028)

(3RD ALDERMANIC DISTRICT)

WHEREAS, the Oak Creek-Franklin Joint School District (Owner), requires onsite storm water management practices for their proposed Oak Creek High School Athletic Field Improvements and Edgewood Elementary School Building Addition, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of July, 2019.

Passed and adopted this 16th day of July, 2019.

President, Common Council

Approved this 16th day of July, 2019.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number

OAK CREEK HIGH SCHOOL ATHLETIC
FIELD IMPROVEMENTS & EGDEWOOD
ELEMENTARY SCHOOL BUILDING
ADDITION
Storm Water Management Practices
Maintenance Agreement
Document Title

Recording Area

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

827-9028

Parcel Identification Number (PIN)

**STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between Oak Creek-Franklin Joint School District, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

Lot 1 of Certified Survey Map No. 8888 in the Southwest ¼ of Section 16, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Oak Creek High School Athletic Field Improvements and Edgewood Elementary School Building Addition, hereinafter called the "Plan",

which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

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

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

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

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

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

WITNESS the following signatures and seals:

OAK CREEK-FRANKLIN JOINT SCHOOL DISTRICT

Tim A Culver

Dr. Tim Culver, Superintendent of Schools

The foregoing Agreement was acknowledged before me this 10 day of June, 2019,
by the above named DR. TIM CULVER.

D. D. Unertl

NOTARY PUBLIC

My Commission Expires: is permat



CITY OF OAK CREEK, WISCONSIN

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2019,
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

NOTARY PUBLIC

My Commission Expires: _____

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

Approved as to Form:

City Attorney

Date



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

Location: _____

Detention Basin Type: Wet Pond _____ Underground _____

 Extended Dry _____ Bioretention _____

 Artificial Wetland _____

Watershed _____

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

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

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

COMMON COUNCIL REPORT

- Item:** East Middle School Athletic Field Updates Storm Water Management Maintenance Agreement
- Recommendation:** That the Common Council adopts Resolution No. 12075-071619, a resolution approving a storm water management practices maintenance agreement with Oak Creek-Franklin Joint School District, for their East Middle School Athletic Field Updates located at 9330 S. Shepard Avenue. (Tax Key No. 873-9013) (3rd Aldermanic District)
- Fiscal Impact:** None. The owner is responsible for all costs per the Storm Water Management Practices maintenance agreement.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The proposed East Middle School Athletic Field Updates requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



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

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, P.E.
City Engineer

RESOLUTION NO. 12075-071619

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH THE OAK CREEK-FRANKLIN JOINT SCHOOL DISTRICT FOR THEIR EAST MIDDLE SCHOOL ATHLETIC FIELD UPDATES LOCATED AT 9330 S. SHEPARD AVENUE

(TAX KEY NO. 873-9013)

(3RD ALDERMANIC DISTRICT)

WHEREAS, the Oak Creek-Franklin Joint School District (Owner), requires onsite storm water management practices for their proposed East Middle School Athletic Field Updates located at 9330 S. Shepard Avenue, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of July, 2019.

Passed and adopted this 16th day of July, 2019.

President, Common Council

Approved this 16th day of July, 2019.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number	EAST MIDDLE SCHOOL ATHLETIC FIELD UPDATES 9330 S. Shepard Avenue Storm Water Management Practices Maintenance Agreement Document Title
-----------------	--

Recording Area

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

873-9013

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between Oak Creek-Franklin Joint School District, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

Lot 1 of Certified Survey Map No. 8047, recorded on May 12, 2008, Reel 6855 as Document No. 9599081, a redivision of Certified Survey Map 765 recorded in the Register of Deeds office for Milwaukee County in Reel 391, on Images 992-993, Document 4358120 and a redivision of Certified Survey Map 7189 recorded in the Register of Deeds office for Milwaukee County in Reel 5500, on Images 7293-7296, Document No. 8433965, being part of the Northwest 1/4 of the Southeast 1/4 and that part of the Southwest 1/4 of the Southeast 1/4 and a redivision of Certified Survey Map 6912 recorded in the Register of Deeds for Milwaukee County in Reel 4981, on Images 750 to 752 Document 8007497, being part of the Northeast 1/4, Northwest 1/4, Southeast

1/4 and the Southwest 1/4 of the Southeast 1/4 all in Section 21, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as East Middle School Athletic Field Updates located at 9330 S. Shepard Avenue, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

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

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

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

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.

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

The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

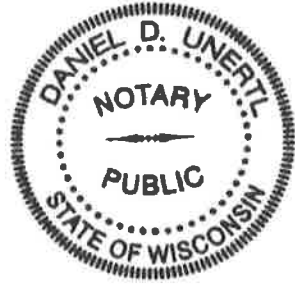
OAK CREEK-FRANKLIN JOINT SCHOOL DISTRICT

Tim R. Culver
Dr. Tim Culver, Superintendent of Schools

The foregoing Agreement was acknowledged before me this 10 day of June, 2019,
by the above named DR. TIM CULVER.

D. D. Unertl
NOTARY PUBLIC

My Commission Expires: 12/31/2021



CITY OF OAK CREEK, WISCONSIN

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2019,
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

NOTARY PUBLIC

My Commission Expires: _____

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

Approved as to Form:

City Attorney

Date



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

Inspector Name: _____
 Inspection Date: _____

Tax Key No.: _____

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

Underground _____
 Bioretention _____

Location: _____

Watershed _____

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

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

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

COMMON COUNCIL REPORT

- Item:** Deerfield Elementary School Renovations Storm Water Management Maintenance Agreement
- Recommendation:** That the Common Council adopts Resolution No. 12076-071619, a resolution approving a storm water management practices maintenance agreement with Oak Creek-Franklin Joint School District, for their Deerfield Elementary School Renovations located at 3871 E. Bluestem Drive. (Tax Key No. 961-9201) (4th Aldermanic District)
- Fiscal Impact:** None. The owner is responsible for all costs per the Storm Water Management Practices maintenance agreement.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The proposed Deerfield Elementary School Renovations requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



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

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, P.E.
City Engineer

RESOLUTION NO. 12076-071619

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH THE OAK CREEK-FRANKLIN JOINT SCHOOL DISTRICT FOR THEIR DEERFIELD ELEMENTARY SCHOOL RENOVATIONS LOCATED AT 3871 E. BLUESTEM DRIVE

(TAX KEY NO. 961-9201)

(4TH ALDERMANIC DISTRICT)

WHEREAS, the Oak Creek-Franklin Joint School District (Owner), requires onsite storm water management practices for their proposed Deerfield Elementary School Renovations located at 3871 E. Bluestem Drive, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of July, 2019.

Passed and adopted this 16th day of July, 2019.

President, Common Council

Approved this 16th day of July, 2019.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number

DEERFIELD ELEMENTARY SCHOOL
RENOVATIONS
3871 E. Bluestem Drive
Storm Water Management Practices
Maintenance Agreement
Document Title

Recording Area

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

961-9201

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between Oak Creek-Franklin Joint School District, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

Lot 1 of Certified Survey Map No. 7808 in the Northeast ¼ of Section 35, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Deerfield Elementary School Renovations located at 3871 E. Bluestem Drive, hereinafter called the "Plan", which is expressly made a part

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

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

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

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

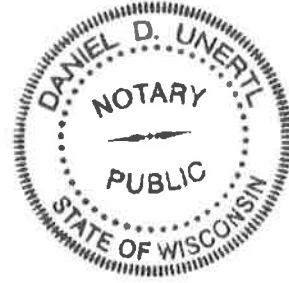
1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in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

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

WITNESS the following signatures and seals:

OAK CREEK-FRANKLIN JOINT SCHOOL DISTRICT

Tim Culver
Dr. Tim Culver, Superintendent of Schools



The foregoing Agreement was acknowledged before me this 17 day of June, 2019,
by the above named DR. TIM CULVER.

D. D. Unertl
NOTARY PUBLIC

My Commission Expires: is permut

CITY OF OAK CREEK, WISCONSIN

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2019,
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

NOTARY PUBLIC

My Commission Expires: _____

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

Approved as to Form:

City Attorney

Date



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____
 Inspection Date: _____

Tax Key No.: _____

Location: _____

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

Watershed _____

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

EXHIBIT B

BIORETENTION/BIOINFILTRATION MAINTENANCE STANDARDS

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Side Slopes, Embankments and surface overflow	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	If facility is located in a platted subdivision, multi-family apartment complex, planned development or a mobile home district, mowing the exterior perimeter of the garden and adjacent slopes is needed when vegetation exceeds 6 inches in height. In all other areas, mowing is needed when vegetation exceeds one foot in height.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Trees and bushes should be removed where they interfere with maintenance activities or provide too much shade to the garden.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rock rip-rap, planting of grass, erosion mat.
Pretreatment Area and Flow Entrance	Sediment accumulation in pretreatment areas	Sediment depth exceeds 2-inches.	Sediment removed and vegetation reestablished.
	Level/Flow Spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed through the entire width.	Level the spreader and clean so that flows are spread evenly over entire width.
Inlet/ Outlet Structure	Debris and Sediment	Inlet/outlet areas clogged with sediment and/or debris.	Remove material so that there is no clogging or blockage in the inlet and outlet area.
	Damaged	Any dent that decreases the cross section area of pipe by more than 10% or retards the flowage of water.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet structure; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
Infiltration/ Ponding Area	Vegetation/Weeds	When grass becomes excessively tall; when nuisance weeds and other vegetation starts to take over.	Mow vegetation or remove nuisance vegetation so that flow is not impeded.
	Dead Plants	Annually each spring when new growth is 3"-5" tall.	Dead stalks and seed heads from previous seasons growth are cut and removed.
		Individual dead or diseased plants.	Remove and replace plants.
	Thinning Plants	Plants become crowded or begin to decline or die in the center of a clump.	Plant growth is improved by removing or dividing plants in spring before they are 4" tall.
	Standing Water	When water stands between storms and does not drain freely.	Any of the following may apply: remove sediment or trash blockages, remove clogged check dams, add underdrain.
Leaves	Leaves collect in the bottom of the garden in excess of 4" deep.	Leaves are removed in fall or spring. A 2"-4" layer of shredded leaves is okay provided they do not clog or go down the outlet pipe.	

COMMON COUNCIL REPORT

Item: Highgate Development Storm Water Management Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 12077-071619, a resolution approving a storm water management practices maintenance agreement with Highgate LLC, for their Highgate Development located at S. 13th Street and W. Drexel Avenue. (Tax Key Nos. 784-9001, 784-9003, 784-9019, 784-9020, 784-9990-001, 784-9991-001, 784-9993-002) (1st Aldermanic District)

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

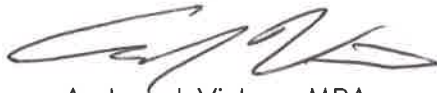
Critical Success Factor(s):

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

Background: The proposed Highgate Development requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



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

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, P.E.
City Engineer

Attachments: Resolution No. 12077-071619, Storm Water Management Maintenance Agreement

RESOLUTION NO. 12077-071619

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH HIGHGATE LLC FOR THEIR HIGHGATE DEVELOPMENT LOCATED AT S. 13TH STREET AND W. DREXEL AVENUE

(TAX KEY NOS. 784-9001, 784-9003, 784-9019, 784-9020, 784-9990-001, 784-9991-001 and 784-9993-002)

(1ST ALDERMANIC DISTRICT)

WHEREAS, Highgate LLC (Owner), requires onsite storm water management practices for their proposed Highgate Development located at S. 13th Street and W. Drexel Avenue, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of July, 2019.

Passed and adopted this 16th day of July, 2019.

President, Common Council

Approved this 16th day of July, 2019.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number

HIGHGATE DEVELOPMENT
S. 13th Street & W. Drexel Avenue
Storm Water Management Practices
Maintenance Agreement
Document Title

Recording Area

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

784-9001, 784-9003, 784-9019, 784-9020,
784-9990-001, 784-9991-001, 784-9993-002

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between Highgate LLC, 19035 W. Capitol Drive, Suite 108, Brookfield, WI 53045 hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

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

COMMENCING at the Southeast corner of said 1/4 Section; thence North 00°05'47" East along the East line of said 1/4 Section 1330.29 feet to a point; thence South 89°13'29" West 83.51 feet to a point on the West line of South 13th Street being the point of beginning of lands to be described; thence South thence South 00°05'47" West along said West line 456.94 feet to a point

on the North line of Certified Survey Map No. 110; thence South 89°18'02" West along said North line 246.49 feet to a point on the West line of Certified Survey Map No. 110; thence South 00°05'47" West along said West line 99.99 feet to a point on the South line of Certified Survey Map No. 110; thence North 89°18'02" East along said South line 246.49 feet to a point on the West line of South 13th Street; thence South 00°05'47" West along said West line 639.35 feet to a point; thence South 44°42'54" West 75.76 feet to a point on the North line of West Drexel Avenue; thence South 89°18'02" West along said North line 478.16 feet to a point; thence North 70°38'48" West along said North line 331.89 feet to a point on the East line of Interstate Highway 94; thence North 12°06'03" West 1156.78 feet to a point; thence North 00°03'52" East along said East line 0.15 feet to a point on the North line of the Southeast 1/4 of said 1/4 Section; thence North 89°13'29" East along said North line 1089.18 feet to the point of beginning. Said lands contain 1,149,662 square feet or 26.3926 acres.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Highgate Development located at S. 13th Street and W. Drexel Avenue, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

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

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

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

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.

3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Owner, its successors and assigns, including any homeowners association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Detention Basin Maintenance Standards (Exhibit B).
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

HIGHGATE LLC

[Signature]
John Thomsen, Authorized Member

The foregoing Agreement was acknowledged before me this 25th day of June, 2019,

by the above named JOHN THOMSEN

[Signature]
NOTARY PUBLIC



My Commission Expires: 3-19-2020

CITY OF OAK CREEK, WISCONSIN

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2019,
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

NOTARY PUBLIC

My Commission Expires: _____

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

Approved as to Form:

City Attorney

Date



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

Location: _____

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

Watershed _____

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

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

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

COMMON COUNCIL REPORT

Item: Sikh Temple Expansion Storm Water Management Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 12080-071619, a resolution approving a storm water management practices maintenance agreement with the Sikh Temple of Wisconsin, Inc, for their Sikh Temple Parking Lot Expansion located at 7512 S. Howell Avenue. (Tax Key Nos. 781-9033 and 781-9034) (1st Aldermanic District)

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

Critical Success Factor(s):

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

Background: The proposed Sikh Temple parking lot expansion requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



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

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, P.E.
City Engineer

Attachments: Resolution No. 12080-071619, Storm Water Management Maintenance Agreement

RESOLUTION NO. 12080-071619

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH THE SIKH TEMPLE OF WISCONSIN, INC. FOR THEIR SIKH TEMPLE PARKING LOT EXPANSION LOCATED AT 7512 S. HOWELL AVENUE

(TAX KEY NOS. 781-9033 AND 781-9034)

(1ST ALDERMANIC DISTRICT)

WHEREAS, the Sikh Temple of Wisconsin, Inc. (Owner), requires onsite storm water management practices for their proposed Sikh Temple Parking Lot Expansion located at 7512 S. Howell Avenue, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of July, 2019.

Passed and adopted this 16th day of July, 2019.

President, Common Council

Approved this 16th day of July, 2019.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number

SIKH TEMPLE EXPANSION
7512 S. Howell Avenue
Storm Water Management Practices
Maintenance Agreement
Document Title

Recording Area

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

781-9033 and 781-9034

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between Sikh Temple of Wisconsin, Inc., called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

Lot 1 and Outlot 1 of Certified Survey Map No. 9090 in the Southwest ¼ of Section 9, Township 5 North, Range 22 East, City of Oak Creek, County of Milwaukee, State of Wisconsin.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as the Sikh Temple Expansion located at 7512 S. Howell Avenue, hereinafter called the "Plan", which is expressly made a part hereof, as

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

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

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

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

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

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

WITNESS the following signatures and seals:

SIKH TEMPLE OF WISCONSIN, INC.

K S Dhalwal
KULWANT S. DHALIWAL, CHAIR BOARD OF TRUSTEES
(Type Name), (Type Title)

The foregoing Agreement was acknowledged before me this 25 day of JUNE, 2019,
by the above named Kulwant S. Dhalwal

Tiffany Cacciotti
NOTARY PUBLIC

My Commission Expires: 6-7-20



CITY OF OAK CREEK, WISCONSIN

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2019,
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

NOTARY PUBLIC

My Commission Expires: _____

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

Approved as to Form:

City Attorney

Date



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____
 Inspection Date: _____

Tax Key No.: _____

Location: _____

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

Watershed _____

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

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

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



COMMON COUNCIL REPORT

Item: Traffic & Safety

Recommendation: To concur with the recommendations of the Traffic and Safety Commission to approve the installation of pedestrian crossing signs and high visibility pavement markings at intersections of Drexel Avenue/Quincy Avenue and Drexel Avenue /Clement Avenue, installation of "Stop Ahead" signs with orange flags and additional "Stop" signs at the intersection of E. Puetz Road and S. 15th Avenue, and installation of "Rough Crossing" plaques and relocate "Railroad Crossing" signs on E. Puetz Road at Union Pacific crossing (east of Nicholson Road).

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

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

Background: Intersections of Drexel Avenue/Quincy Avenue & Drexel Avenue/Clement Avenue- There was nobody in attendance for these items. The commission’s main concern at the intersection was volume of traffic and the speeds of travel. The commission discussed the item in more detail regarding expanding the request to include high visibility pavement markings (Ladder style) and additional “No Parking” signs at the intersection. The commission did support the installation of pedestrian crossing signs and the inclusion of high visibility pavement markings but wanted to have the “No Parking” signs included on a future agenda.

Puetz/15th - There was nobody in attendance for this item. The commission discussed the request, accident history, visual restrictions and the requirements of the Manual on Uniform Traffic Control Devices. The commission felt these additional signs and flags were being used for the correct purpose and would bring more attention to the stop signs when the drivers approached the intersections. The commission did support the proposed installation.

Puetz Road & Union Pacific Crossing - There was nobody in attendance for this item. The commission discussed the request, existing conditions of the crossing and the requirements of the Manual on Uniform Traffic Control Devices. The commission felt this was being used for the correct purpose and would provide an adequate warning to drivers as they approached the crossing. The commission did support the proposed installation and recommended that other crossing be inspected. If other crossings are found to be in the same condition they should be included on future agendas.

Options/Alternatives: Do nothing and leave existing conditions.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



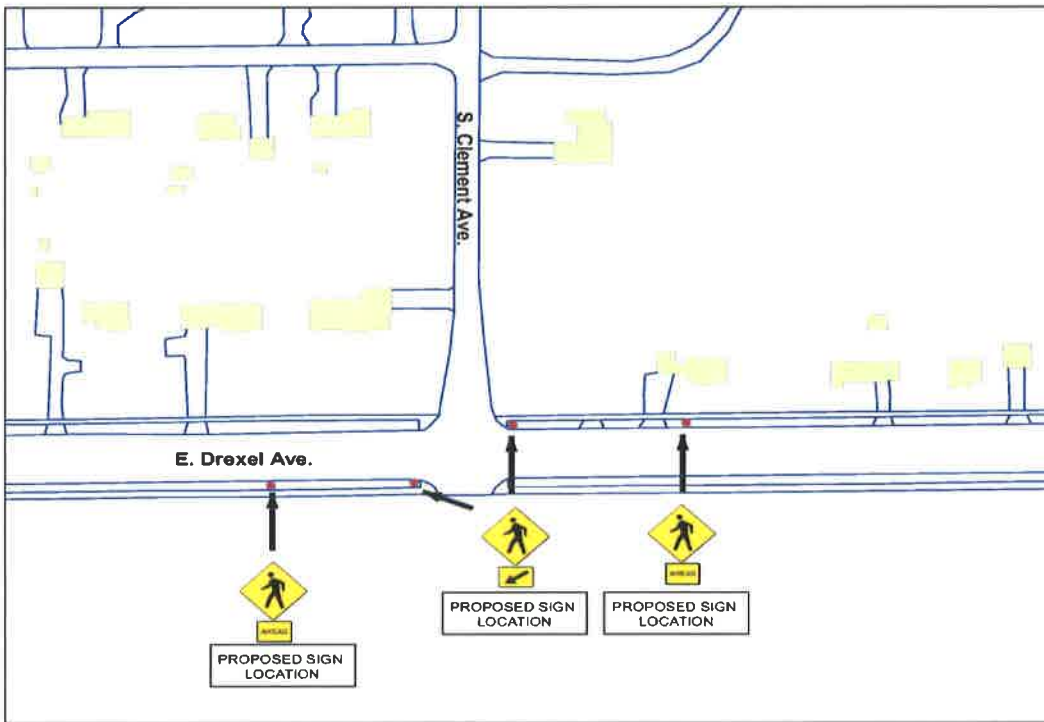
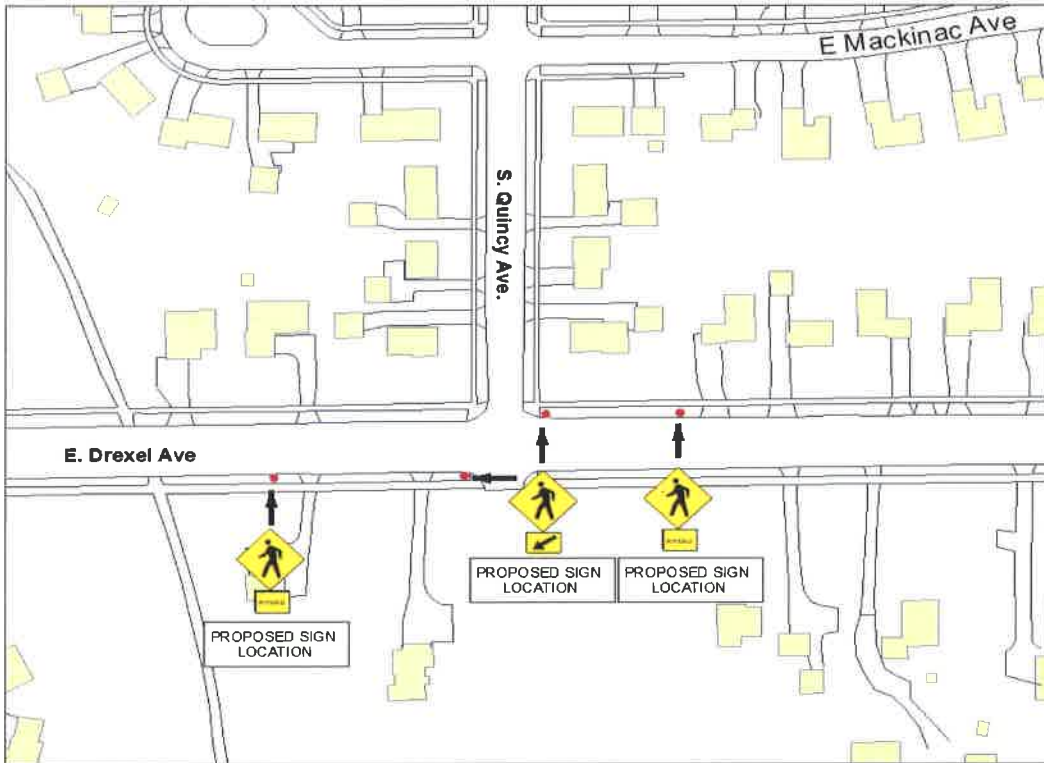
Matthew J. Sullivan, PE
Assistant City Engineer

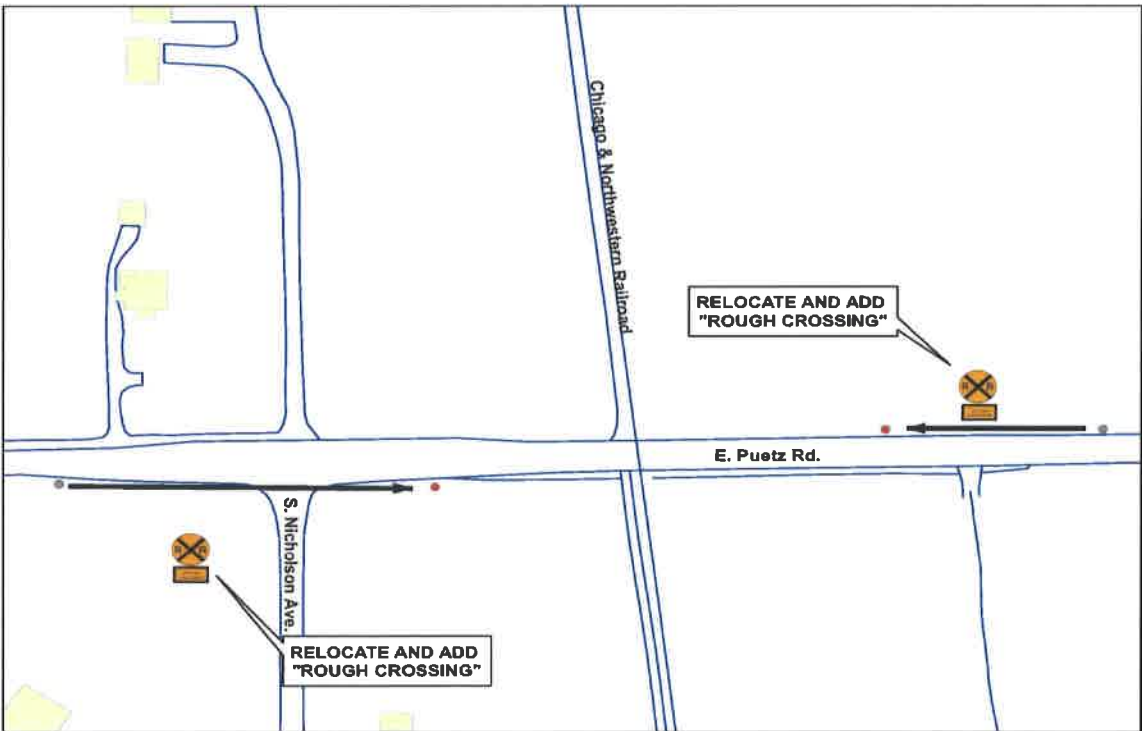
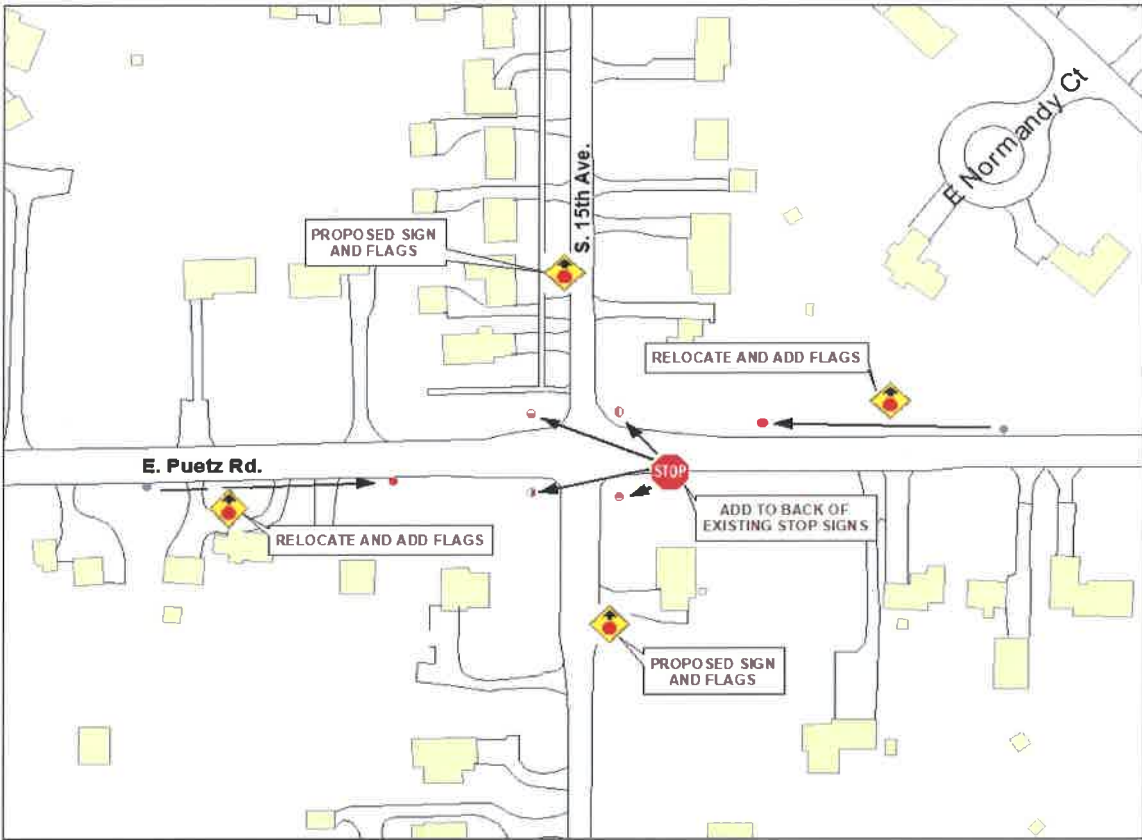
Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Maps





COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 7/16/19 License Committee Report.

Fiscal Impact: License fees in the amount of \$2,925.00 were collected.

Critical Success Factor(s):

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

Background:

The License Committee did not meet prior to the 7/16/19 council meeting. Tentative recommendations are as follows (favorable background reports received):

1. Grant an Operator's license to:
 - * Nathan I. Kochiu, 8656 S. 68th St., Franklin (Kwik Trip)
 - * John S. Vang, 6523 W. Wilbur Ave., Milwaukee (Kwik Trip)
 - * Gavin V. Tyler, 10731 S. McGraw Dr., Oak Creek (Kwik Trip)
 - * Thomas G. Snyder, 177 W. Allerton Ave., Milwaukee (Kwik Trip)
 - * Christina B. Dellenbach, 2805 15th Ave., South Milwaukee (Kwik Trip)
 - * Tyler C. Ward, 8145 S. 81st St., Franklin (Kwik Trip)
 - * Alexis J. Sell, 2545 E. Emily Ave., Oak Creek (Kwik Trip)
 - * Zachary J. Cota, 7598 S. Manor Ave., Oak Creek (Kwik Trip)
 - * Denise M. Joncas, 6821 S. 20th St., Oak Creek (Woodland Golf)
 - * Kristina A. Seefeldt, 2408 E. Grange Ave., Cudahy (Meijer)
 - * Julie P. Pruske, 2471 N. Oakland Ave., Milwaukee (Sidetracked)
 - * Stacey K. Loebel, 5922 Sycamore St., Greendale (Three Cellars)
 - * Daniel J. Stachnik, 5650 W. Wahner Ave., Brown Deer (7-Eleven)
 - * Michelle Furlough, 9138 S. Annette Pl., Oak Creek (no employer at this time)
 - * Jennifer A. Immel, 7336 S. Delaine Dr., Oak Creek (Pick 'n Save)
 - * Emily A. Steer, 2867 S. Kinnickinnic Ave., Milwaukee (Aldi)
 - * Wesley T. Dalton, 2021 Kingston Rd., Waukegan, IL (Pick 'n Save)
 - * Henry J. Mickevicius, 10010 W. Highway G, Franksville (MOD Pizza)
 - * Madelena E. Garcia, 448 E. Jordan Ln, Oak Creek (Charcoal Grill)
 - * Sujeila T. Vazquez, 9205 S. Chicago Rd., Oak Creek (Ryan Road Mobil)

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2. Grant a Transient Merchant Company license to The Window Sotre, 2706 S. 163rd St., and to the following salespersons (favorable background reports received):
 - * Keith Harvey, 4113 County Road G, Caledonia
 - * Dominic Garcia, 8340 S. Chicago Rd., Oak Creek
 - * Greg Miller, 7815 S. Scepter Dr., New Berlin

 3. Grant a Temporary Class B Beer / Class C Wine license, with a waiver of fees, to Bill Krucek, Agent on behalf of the Oak Creek OJ's for the Oak Creek OJ's 52nd Annual Outseam Tournament (softball) to be held at Shepard Hills Softball Complex on August 3-4, 2019 (rain dates August 10-11, 2019).

 4. Grant a 2019/20 Class B Beer license to Steven Gastrau, Agent, Gastrau's Golf Center, Inc., 1300 E. Rawson Ave., with release or license subject to departmental approvals.

 5. Grant a Change of Agent to Aldi, Inc. (Wisconsin) dba Aldi #91, 410 W. Drexel Ave., from Clarisa Miller to Melissa Veancio-Leonard, 6228 Creekside Dr., Cudahy.

 6. Grant a Special Event Permit to Sean Osborne, Agent on behalf of Silver Circle Sports Events, LLC, for the Beer Garden 5k Series 5k - Bender Park Run/Walk event to be held on August 1, 2019.

 7. Grant a change of date to Cubanita's for Cuban Fest, from June 23, 2019 to August 18, 2019.

 8. Grant a Temporary Class "B" Beer license to Mark Zapp, Agent on behalf of St. Matthew's Parish, 9303 S. Chicago Rd., for St. Matthew's Fish Boils on October 11, 2019, April 3, 2020, and May 15, 2020.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: None



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the June 26, 2019 Vendor Summary Report in the total of \$619,120.62.

Fiscal Impact: Total claims paid of \$619,120.62.

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. \$97,949.92 to Advanced Disposal (pg #1) for May recycling and trash pickup.
2. \$48,260.00 to Bluemel's (pg #3) for rubber play surface at Lake Vista, Project #19022.
3. \$101,208.70 to Conway Shields (pgs #5-6) for fire gear replacement, Project #17009, #18009, and #19009.
4. \$11,025.63 to Deere & Company (pg #6) for 2018 John Deere gator. (Tourism)
5. \$137,102.21 to Gimbel, Reilly, Guerin & Brown LLP (pg #9) for Woodman's property excess tax refund, per agreement.
6. \$9,543.50 to GOVHR, USA LLC (pg #9) for professional fees relating to recruitment of the following positions: Assistant Comptroller, Design Engineer, and Zoning Administrator.
7. \$12,727.93 to Kansas City Life (pg #13) for July disability insurance.
8. \$16,000.00 to Spielbauer Fireworks Co., Inc (pg #22) for 4th of July firework display.
9. \$11,510.00 to Tyler Technologies, Inc. (pg #23) for assessor services.
10. \$26,377.88 to WE Energies (pgs #24-25) for street lighting, electricity & natural gas.
11. \$9,173.21 to WI Dept. of Transportation (pg #26) for services relating to Ryan Business Park.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: 6/26/19 Invoice GL Distribution Report

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the July 10, 2019 Vendor Summary Report in the total of \$1,041,451.49.

Fiscal Impact: Total claims paid of \$1,041,451.49.

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. \$6,830.00 to Baycom, Inc. (pg #4) for DPW radio supplies.
2. \$66,746.02 to Benistar (pg #4) for Medicare supplement insurance.
3. \$104,050.00 to Briohn Building Corp. (pgs #4-5) for 2 building bond refunds.
4. \$61,875.60 to CDW Government, Inc. (pg #5) for Microsoft office purchase, Project #19001.
5. \$10,900.00 to Clever Sauce Creative, LLC (pg #6) for final payment towards art exhibition at Lake Vista: July 20, 2019 thru August 10, 2019. (Tourism)
6. \$40,936.00 to Door Master Garage Door CO., LLC (pg #9) for Fire station garage door repair and Police stations's overhead garage door replacement, Project #19012.
7. \$5,327.68 to Enterprise FM Trust (pg #10) for DPW small truck monthly lease program.
8. \$139,500.00 to JFTCO, Inc. (pg #13) for DPW's 2019 backhoe, Project #19021.
9. \$12,703.22 to Kansas City Life Insurance Co (pgs #13-14) for August disability insurance.
10. \$10,075.17 to MADACC (pg #16) for 3rd quarter animal control operating costs.
11. \$265,013.00 to North Central Ambulance (pg #1) for new ambulance.
12. \$5,120.00 to Professional Service Industries (pg #18) for Drexel Ave landfill monitoring fee.
13. \$7,200.00 to Robie's Grading (pg #19) for demolition of house at property loctated at 7789 S Pennsylvania Ave.
14. \$35,262.79 to Savage Solutions, LLC (pgs #19-20) for Tourism marketing consulting services, bulletins, and billboard advertising.

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15. \$7,717.75 to Securian Financial Group, Inc. (pgs #20-21) for August employee life insurance.
 16. \$14,120.00 to Tyler Technologies, Inc. (pg #24) for assessor services.
 17. \$65,991.34 to US Bank (pgs #26-39) 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.
 18. \$5,733.99 to Vanguard Computers, Inc. (pg #24) for desk top replacements.
 19. \$35,403.53 to WE Energies (pgs #24-25) for street lighting, electricity & natural gas.
 20. \$11,812.47 to WI Court Fines & Surcharges (pg #25) for June court fines.
 21. \$17,986.74 to World Fuel (pg #25) for fuel inventory.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: 7/10/19 Invoice GL Distribution Report