



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

COMMON COUNCIL MEETING AGENDA

TUESDAY, AUGUST 20, 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: 8/5/19

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. **Rezone:** Consider a request for an amendment to the Time of Compliance section of the existing Conditional Use Permit for RD Invest, Inc., allowing 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. 2946, an ordinance to amend the Conditions and Restrictions in Ordinance No. 2941 for 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. (6th District).

New Business

6. **Presentation:** Annual Tax Increment District (TID) Review Presentation.
7. **Resolution:** Consider Resolution No. 12088-082019, authorizing the services of Baker, Tilly, Virchow, Krause as the City's Auditing Firm for the fiscal years ending December 31, 2019 through December 31, 2023 (by Committee of the Whole).

ENGINEERING

8. **Ordinance:** Consider Ordinance No. 2945, to repeal and recreate Section 13.103 relating to definitions; repeal and recreate Section 13.104(a) relating to applicability; repeal and recreate Section 13.105(c) and 13.105(d) relating to design criteria, standards and specifications; repeal and recreate Sections 13.106(c)1, and 13.106(c)2 and create Section 13.106(c)3, relating to storm water discharge quantity; repeal and recreate Section 13.106(f)3 relating to exemptions; repeal and recreate Section 13.108 relating to storm water management plans; and repeal and recreate Section 13.109(a) relating to maintenance agreements (by Committee of the Whole).
9. **Resolution:** Consider Resolution No. 12089-082019, establishing a green infrastructure permit application fee (by Committee of the Whole).
10. **Motion:** Consider a motion to approve the revision to Chapter 4 - Storm Water Management of the Engineering Design Manual (by Committee of the Whole).
11. **Resolution:** Consider Resolution No. 12090-082019, approving and authorizing the execution of an Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the City of Oak Creek to recognize joint TMDL implementation initiatives (by Committee of the Whole).

COMMUNITY DEVELOPMENT

12. **Resolution:** Consider Ordinance No. 2947, adopting an amendment to the Comprehensive Plan for the properties at 8100 and 8146 S. 27th St. and 8100 S. Orchard Way (1st District).

LICENSE COMMITTEE

13. **Motion:** Consider a motion to grant the various license requests as listed on the 8/20/19 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

14. **Motion:** Consider a motion to approve the August 14, 2019 Vendor Summary Report in the amount of \$996,206.85 (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 JULY 31 & AUGUST 7, 2019

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider an amendment to the Time of Compliance section of the existing Conditional Use Permit 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: August 20, 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 August 20, 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: July 24, 2019
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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COMMON COUNCIL REPORT

Item: Conditional Use Permit Amendment - Time of Compliance for contractor's office / shop / yard with outdoor storage and truck parking

Recommendation: That the Council adopts Ordinance 2946, an ordinance to amend the Conditions and Restrictions in Ordinance 2941 for 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 a portion of an existing commercial building and property for a tenant through the lease term of three (3) years). No direct fiscal impacts would occur with this 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: Council will recall that an amendment to the existing Conditional Use Permit for the property at 9840 S. 27th St. to allow a portion of the building and premises to be used for a contractor's office/shop/yard with outdoor storage and truck parking (for Telcom Construction, Inc.) was reviewed and approved on July 16, 2019. In Section 8, Duration of Conditional Use Permit, of the draft Conditions and Restrictions presented to the Plan Commission prior to Common Council review, staff had suggested a two-year effective term for this portion of the Conditional Use Permit. Upon hearing from the landowner that the lease was set for three (3) years to allow Telcom Construction to utilize the location for the full anticipated length of their contracted projects, the Plan Commission recommended that the Conditions and Restrictions be amended to coincide with the lease term.

Unfortunately, the version presented to and adopted by the Common Council did not incorporate that change. The amendment presented for Council review and approval tonight corrects that error to allow the contractor's office/shop/yard with outdoor storage and truck parking on the property for a time not to exceed three (3) years from the date of adoption. There are no other changes proposed, and this correction is consistent with the Plan Commission's recommendation from June 11, 2019.

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

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. 2946

Location Map

Hearing Notice

Plan Commission meeting minutes

Conditions and Restrictions

ORDINANCE NO. 2946

By: _____

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS
IN ORDINANCE NO. 2941 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, 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, Ordinance No. 2941, which approved an amendment to the conditional use permit approved 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, and a contractor's office/shop/yard, with outdoor storage on the property at 9840 S. 27th St., was approved on July 16, 2019; and

WHEREAS, Ordinance Nos. 2926 and 2941 affected the following legally described property;

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

WHEREAS, Section 8, Duration of Conditional Use Permit, in Ordinance 2941 allowed one (1) Contractor's Office/Shop/Yard with Outdoor Storage limited in duration to two (2) years from the date of issuance of the Conditional Use Permit Amendment (expires July 16, 2021); and

WHEREAS, the Plan Commission reviewed the proposal at their meeting on June 11, 2019, and recommended that the requested amendment be approved to allow a contractor's office/shop/yard, with outdoor storage for a duration of three (3) years from the date of issuance of the Conditional Use Permit Amendment; and

WHEREAS, public hearings were held on this matter on July 16, 2019 and August 20, 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 8, Duration of Conditional Use Permit, of the Conditions and Restrictions approved by the ordinances 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 three (3) years from the date of issuance of the Conditional Use Permit Amendment (expires August 20, 2022). 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 2: Except as herein modified the conditions and restrictions approved by Ordinance Nos. 2926 and 2941 shall remain in full force and effect.

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

SECTION 4: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

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

Passed and adopted this 20th day of August, 2019.

President, Common Council

Approved this 20th day of August, 2019.

Mayor

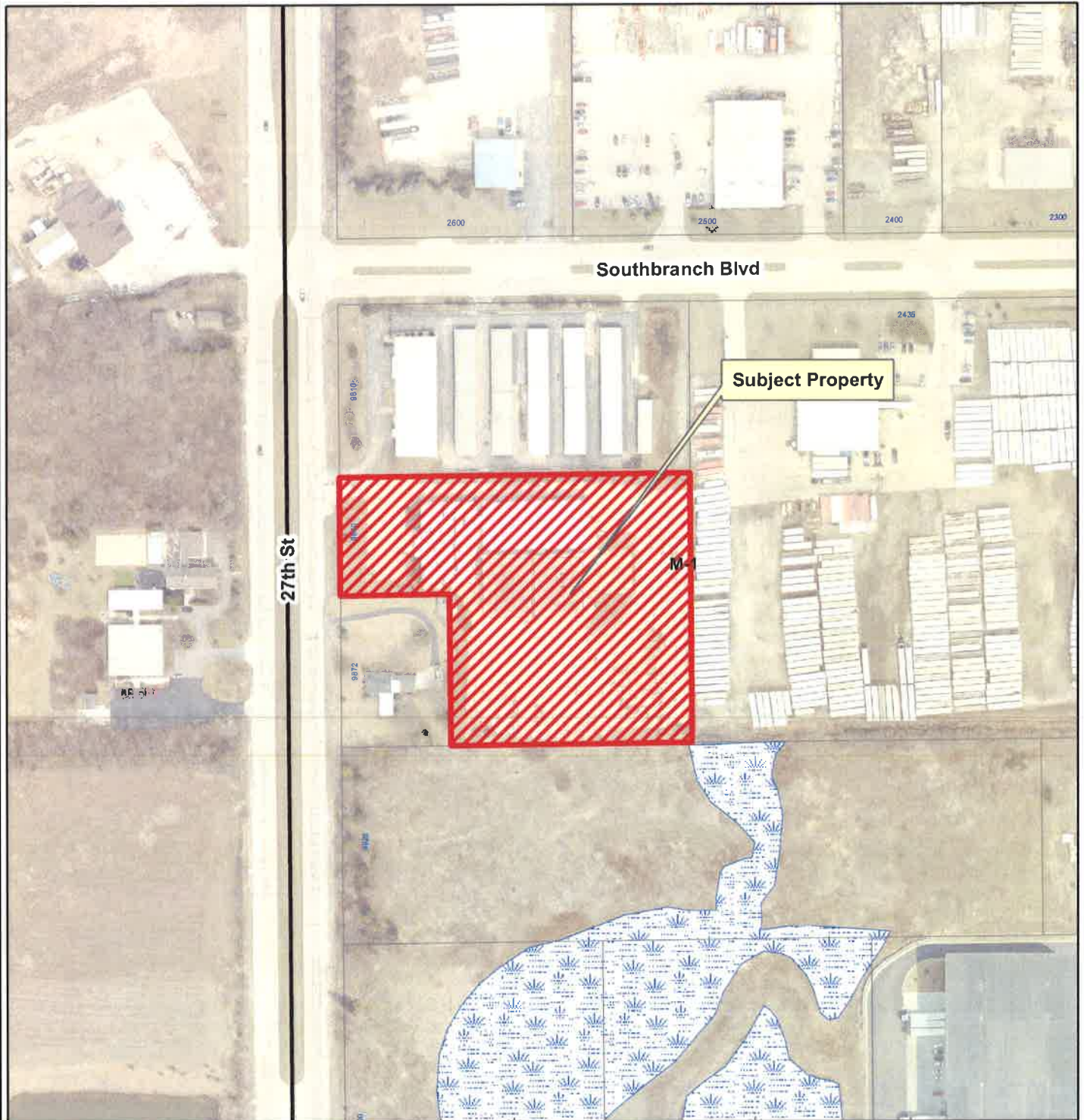
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map

9840 S. 27th St.



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



Department of Community Development



Legend



9840 S 27th Street



DNR Wetlands Inventory

TO BE PUBLISHED JULY 31 & AUGUST 7, 2019

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Hearing Date: August 20, 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)

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**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

**City of Oak Creek – Conditional Use Permit (CUP) Amendment
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:
Tax Key Number(s): 903-9030-000	(Ord. 2946, Amending Ord. 2941)
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 three (3) years from the date of issuance of the Conditional Use Permit Amendment (expires August 20, 2022).** 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. REVOCATION

Should an applicant, their heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may be revoked.

The process for revoking an approval shall generally follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

12. ACKNOWLEDGEMENT

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

Owner / Authorized Representative Signature

Date

(please print name)

DRAFT

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

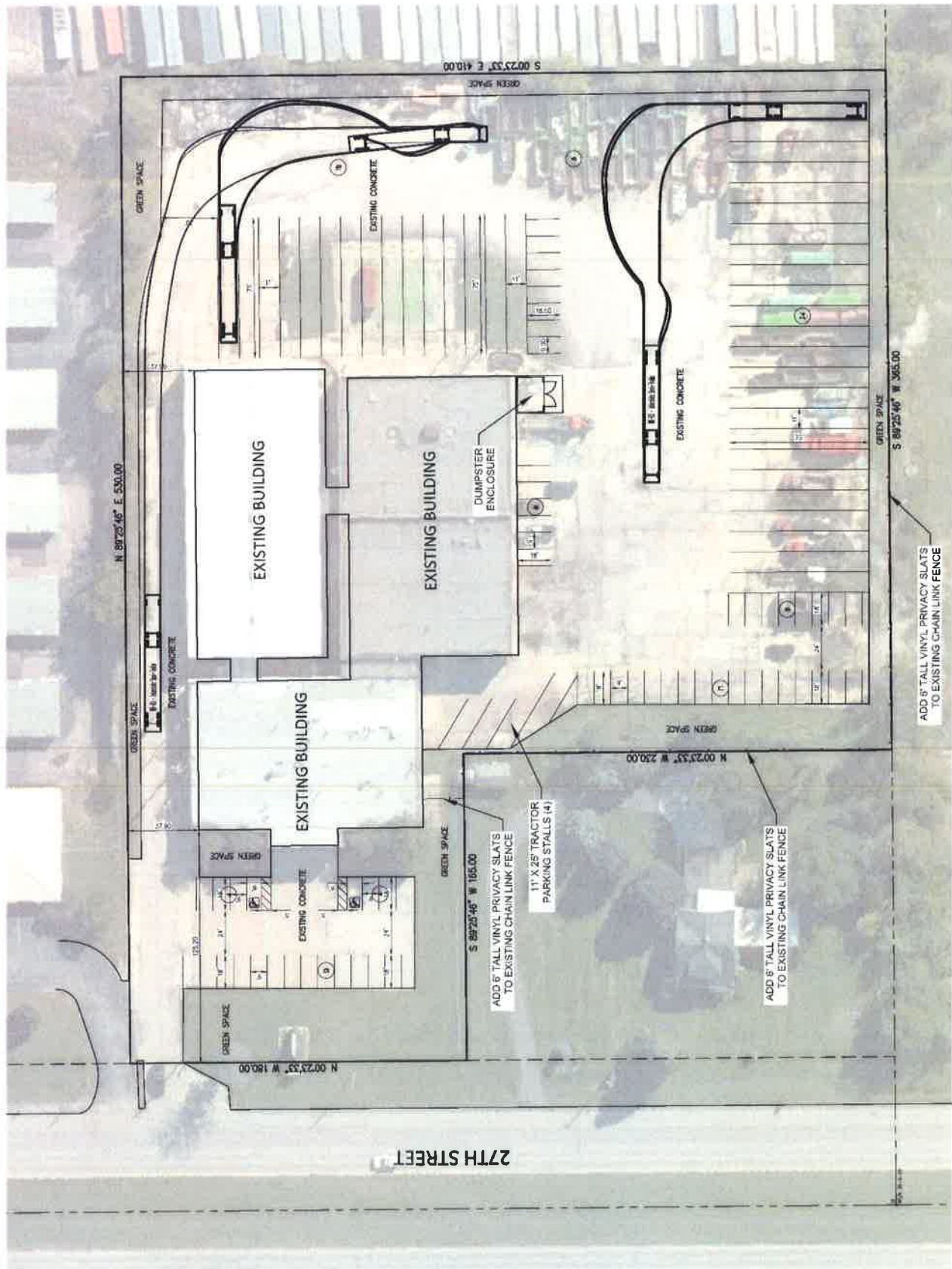
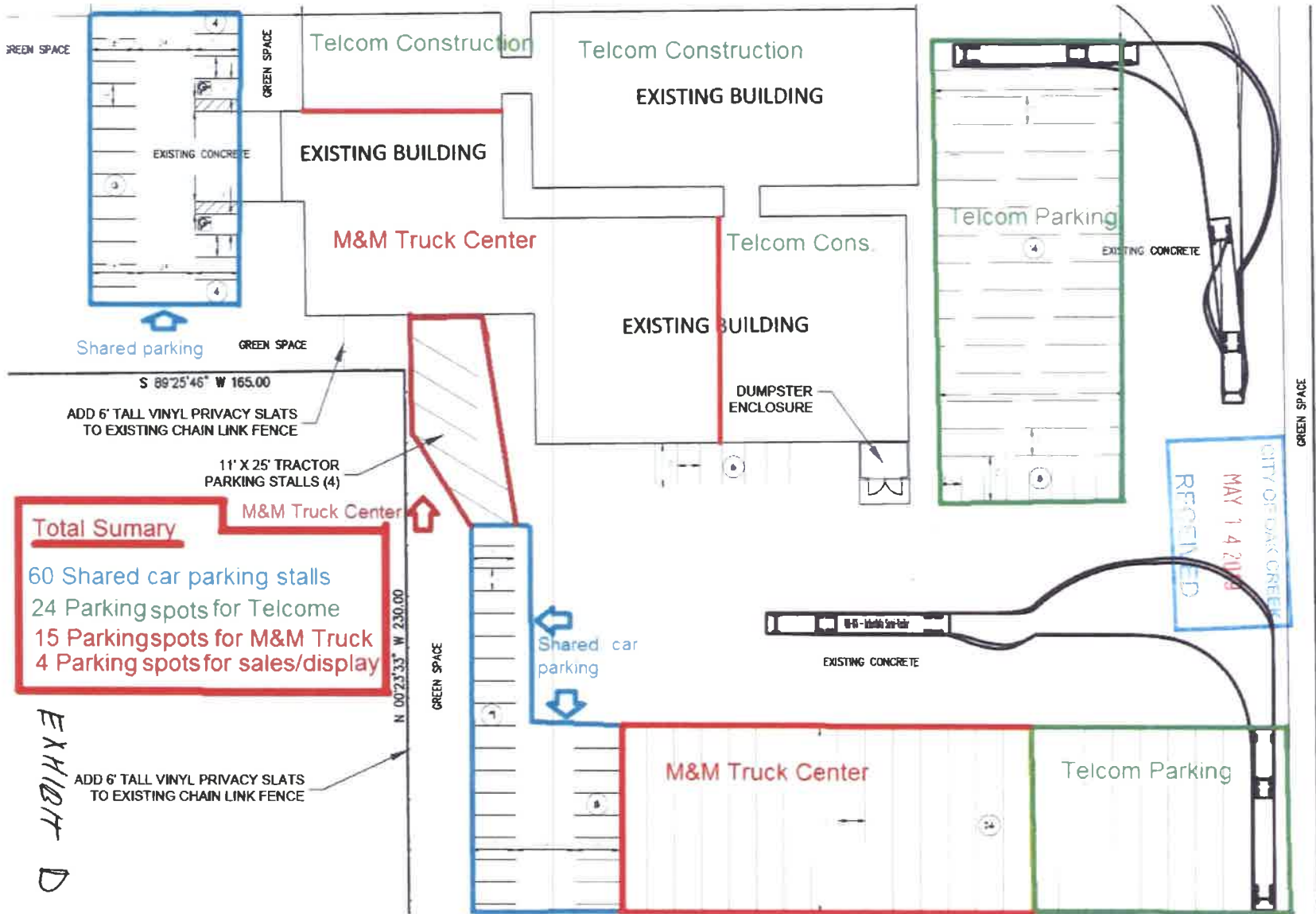


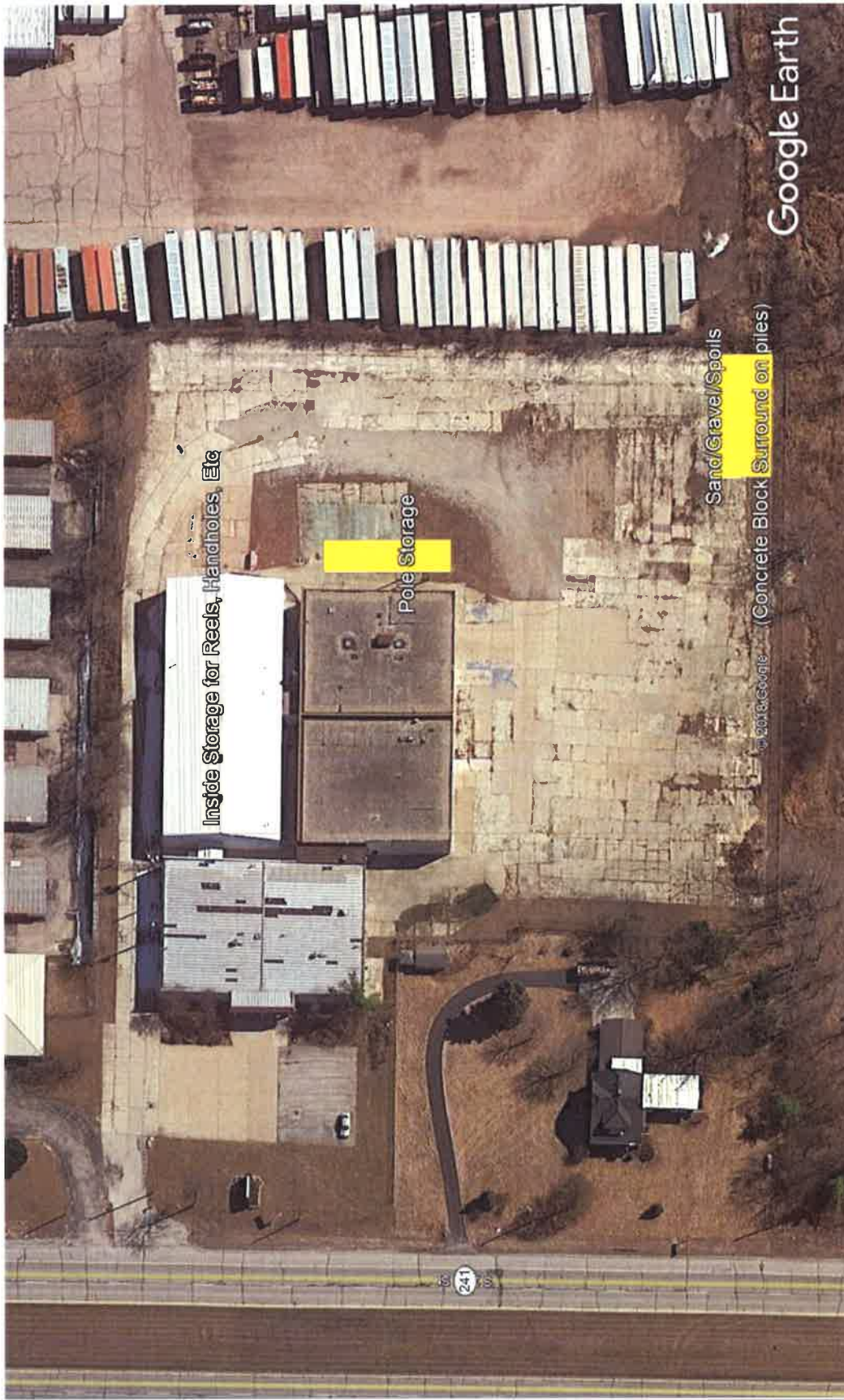
EXHIBIT B: CONCEPTUAL SITE PLAN - COMBINED USES



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EXHIBIT D P.3

EXHIBIT C: CONCEPTUAL SITE PLAN – OUTDOOR STORAGE FOR TELCOM





COMMON COUNCIL REPORT

Informational: Annual Tax Increment District (TID) Review Presentation

Fiscal Impact: n/a

- 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 Council has requested an annual report from the City Administrator's Office outlining the status of all TIF Districts (TIDs). The attached presentation serves to not only provide present financial conditions of the TIDs to Council, but also serves as a brief TIF education to the public. Further, this report demonstrates this Administration and Common Council's commitment to financial transparency, as espoused in the City's Strategic Action Plan, regarding our use and administration of TIDs (and other financial matters).

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: "Annual Tax Increment District Review" presentation prepared by Bridget Souffrant, Assistant City Administrator/Comptroller



Annual Tax Increment District Review

Prepared For:
Oak Creek Common Council


August 20, 2019




Presentation Outline

- Overview of Tax Increment Finance
- Understanding the Financing Mechanism
- Status of TIDs in Oak Creek
- Questions & Answers

Strategic Action Plan





OAKCREEK
— WISCONSIN —

**STRATEGIC PLAN
FRAMEWORK**

Vision:
What we want to be.

Mission:
Why we exist.

Values:
What we believe in.







Critical Success Factors:
What we must get right in order to achieve our vision.

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

Mission
*We are a dedicated organization providing high-quality services that positively **IMPACT** Oak Creek residents, businesses, and visitors.*


Values
*Integrity
Mutual Respect
Professionalism
Accountable
Commitment
Teamwork*

Critical Success Factors

-  *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 Service*

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Strategic Action Plan



Evolve the Communication of Budget Processes, Priorities, and Fiscal Challenges (Internally and Externally)

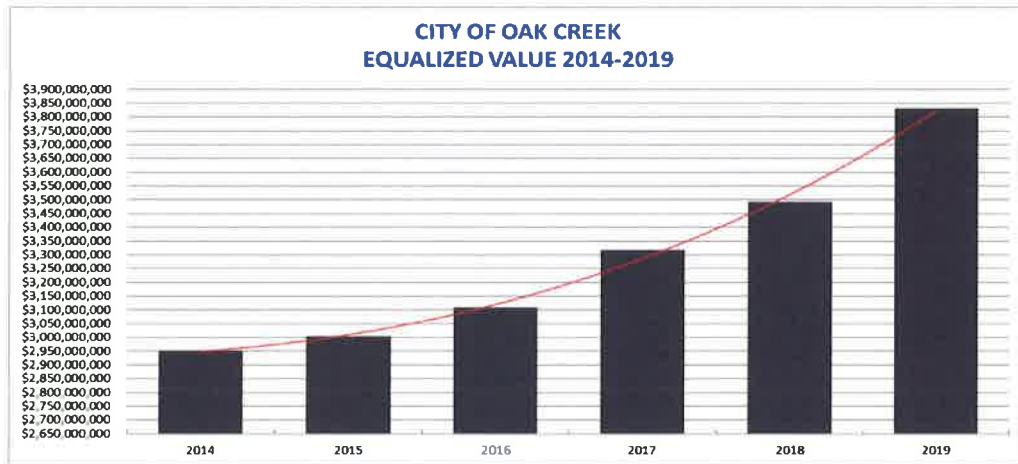
Initiation Timeframe:
2018

- Evolve budget document as a financial blueprint and communication device
- Provide additional outlets to communicate the budget to all levels of internal organization
- Prepare budget document for Government Finance Officers Association (GFOA) budget award submittal to demonstrate commitment to financial transparency
- Provide basic TIF education "101" piece
- Increase utilization of Dollar breakdown of taxes (i.e. where do your taxes go?); place info at tax collection sites
- Demonstrate value-proposition of City services to taxpayers

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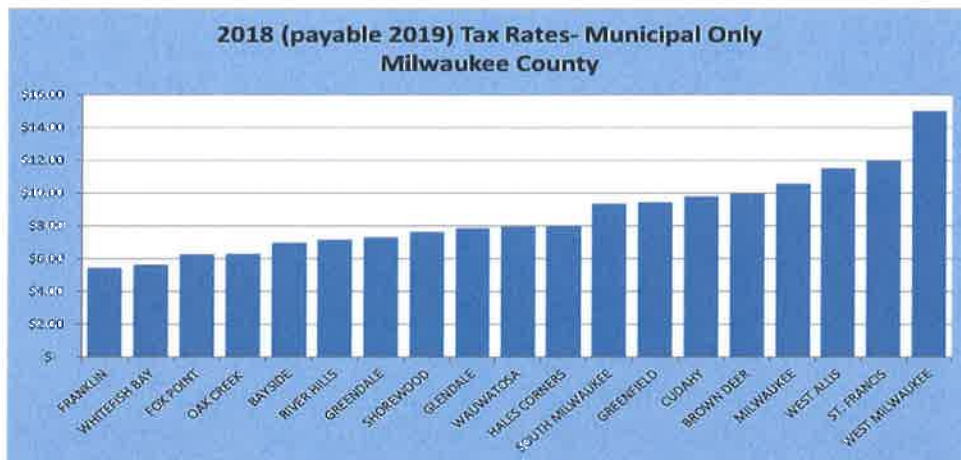
Financial Stability



5



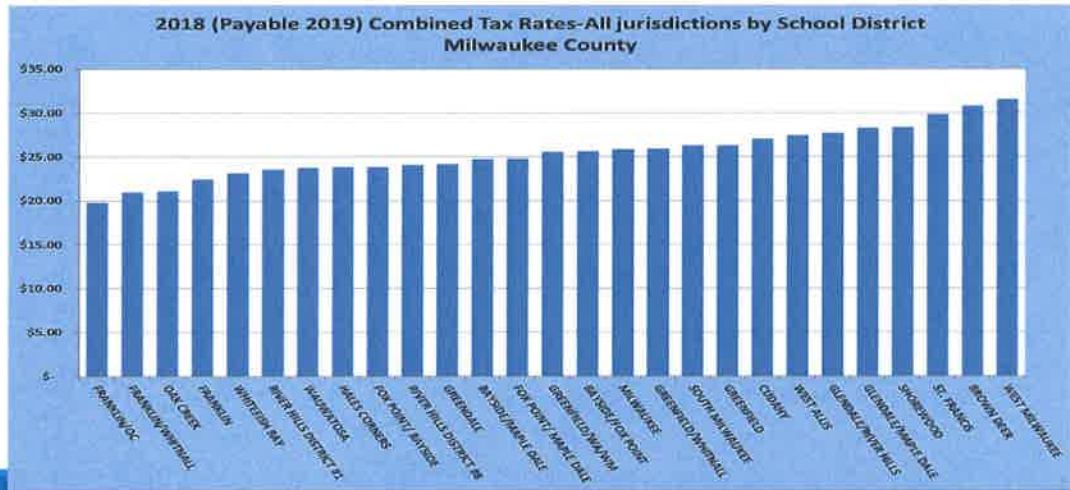
Financial Stability



6

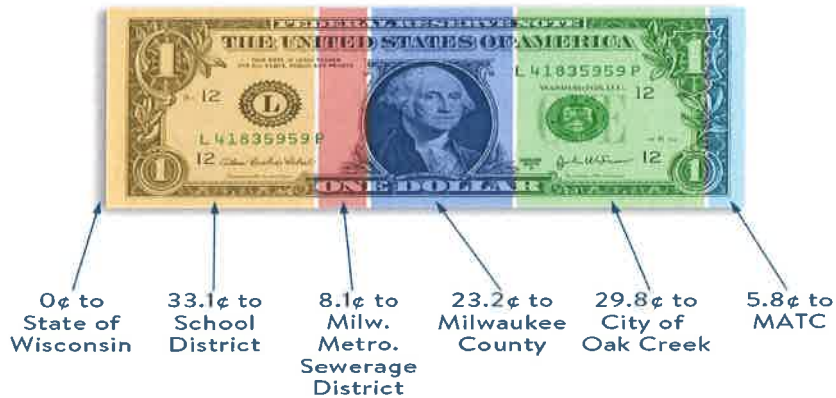


Financial Stability



Financial Stability

2018 Tax Dollar Breakdown





TIF vs. TID

TIF (Tax Incremental Financing)

- Economic development program which helps promote local tax base and jobs expansion by using property tax revenues to fund site improvements

VS.

TID (Tax Increment District)

- The actual physical area designated for expansion where improvements are being made.



TID by the Numbers

- As of December 31, 2018, Wisconsin currently has 1,238 active TIDs
- There are 107 TIDs in Milwaukee County, EVERY city or village has at least one TID except Bayside
- As of December 31, 2018, there was a total of \$32.5 BILLION of property value in WI TIDs
- The ONLY meaningful tool available to local municipalities to engage in economic development



Common Misconceptions

1. Creating TIDs will increase taxes
2. A Developer's "get-rich-quick-scheme"
3. Developer's don't pay their taxes, City gives out "free money"
4. General taxpayers of the City are negatively impacted financially by a TID

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TIF: Understanding the Financing Mechanism

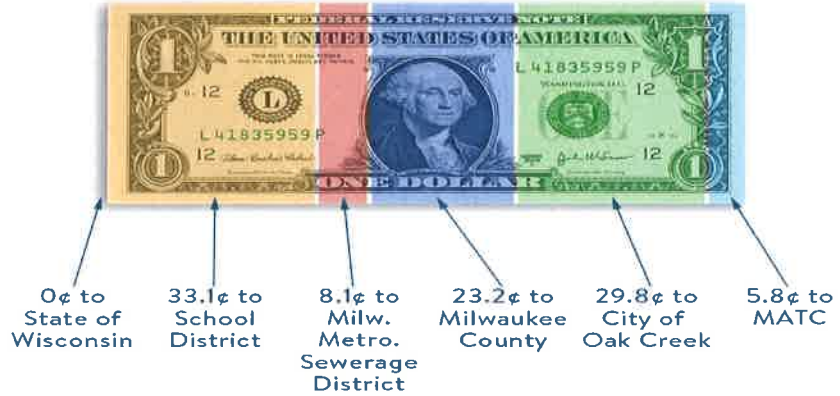
- Base value: total assessed value in defined boundary at time of creation is "frozen"
- Increment value: Value above base value in each year of TID existence (repay project costs, usually 20 years)
- Ex: on a \$15,000,000 property, full tax revenue is \$316,800. The City's portion it keeps for City operations/finances is \$94,500
- The City (the TID) keeps full "tax rate" vs. just the City portion of taxes to repay TID expenses-- \$316,800 vs. \$94,500
- If this \$15M property was in a TID, the City could keep the full \$316,800 and use it to pay costs in the TID
- When the TID "terminates" all taxing jurisdictions get the higher tax revenues generate by development in the TID

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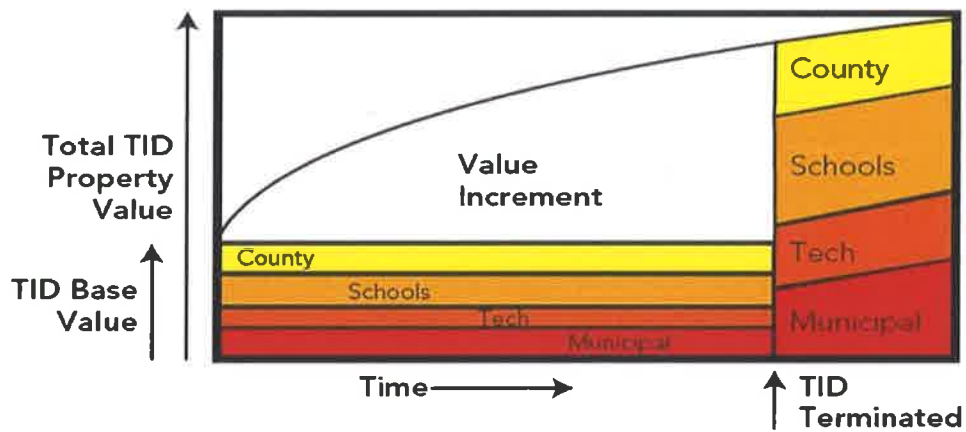


Financial Stability

2018 Tax Dollar Breakdown



Value Growth and Tax Sharing in TIF

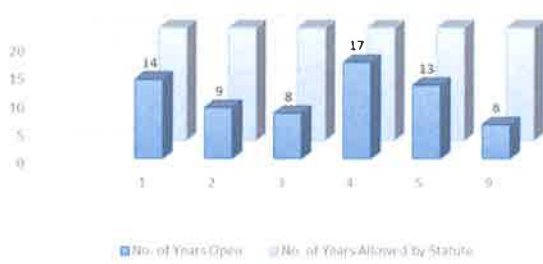


Source: Modified from Wisconsin Department of Revenue City/Village Tax Incremental Financing Manual, Chapter 1, Section 2, "How Does TIF Work".



History of Early TIF Closure & New Tax Base Generated

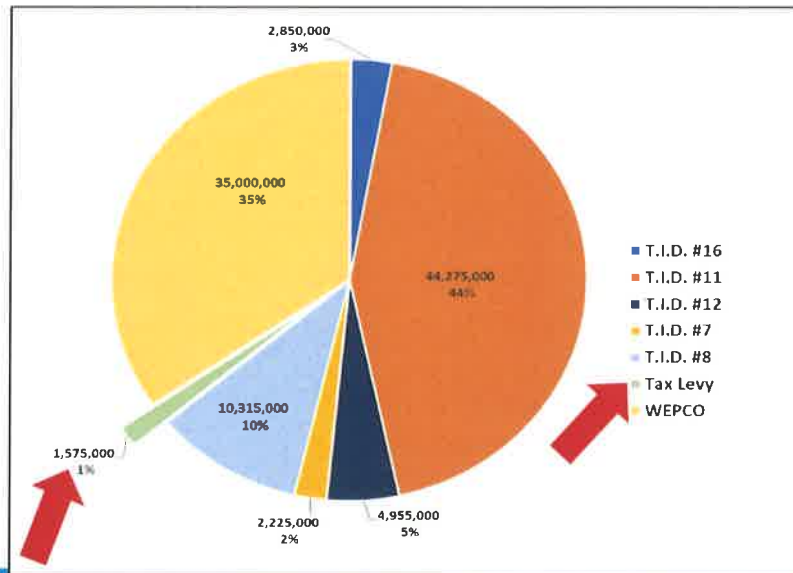
Early Closure



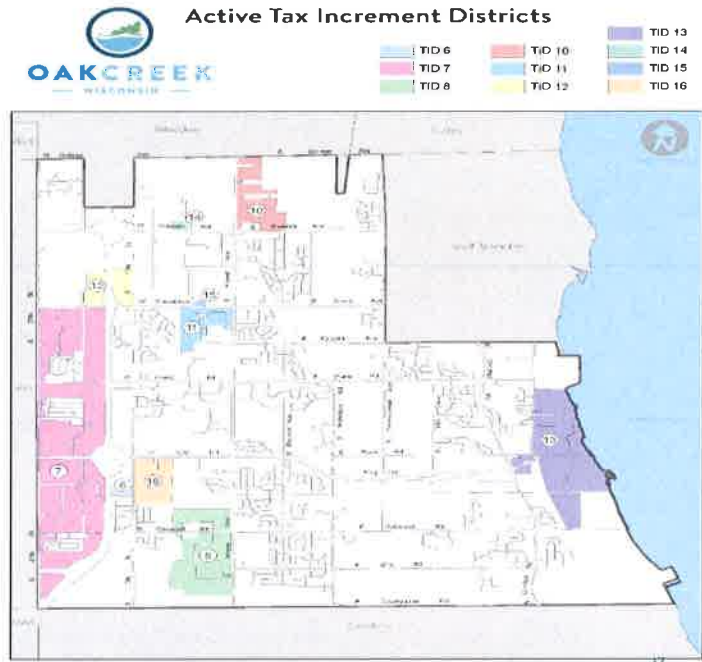
Value Generated



Summary of G.O. Debt by Source of Payment



Summary of all open TIFs



T.I.D. No. 6 – Creekside Corporate Park Summary



Industrial Park generally located on the west side of South 13th Street between West Ryan Road and West Oakwood Road.

Creation Date – 10/17/00

Termination Date – 10/17/23

Amended in 2017 to be Donor to TID No. 12.

Type – Industrial

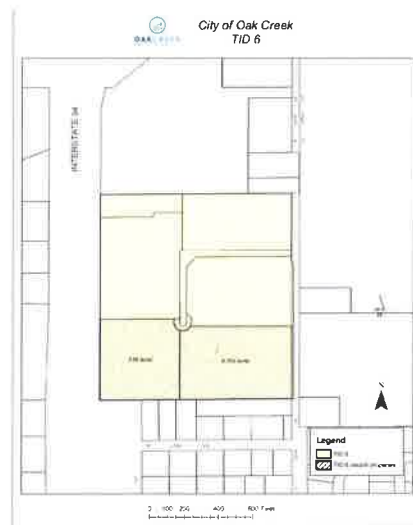
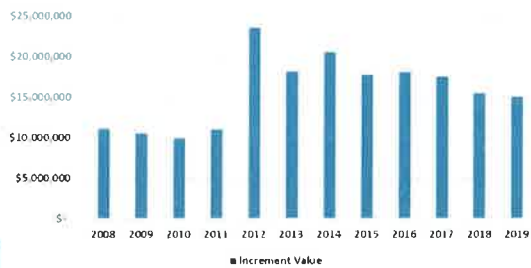
Increment as of 1/01/19 – \$14,887,000

Developable acres – 38

Remaining acres – 11

Balance of G.O. supported debt – \$0

*No active or pending development agreements in the district



T.I.D. No. 7 – 27th Street Corridor Summary



City of Oak Creek
TID 7

Light industrial park bounded by Interstate 94, Drexel Avenue, 27th Street & the Milwaukee County border.

Creation Date - 4/17/07

Termination Date - 4/17/27

Type - Mixed Use

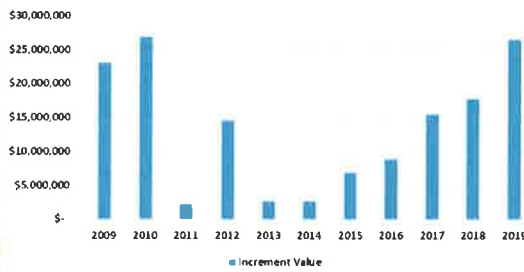
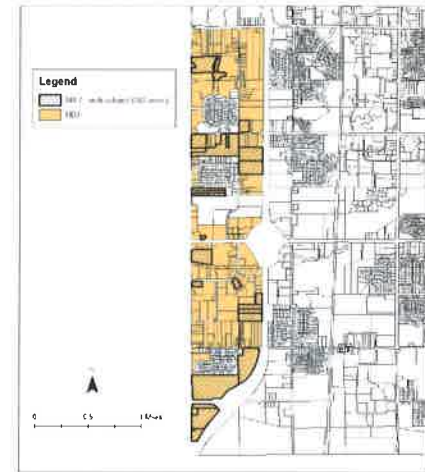
Increment as of 1/01/19 - \$26,476,300

Developable acres - 1,110

Remaining acres - 302

Balance of G.O. supported debt - \$2,225,000

*There are 2 active PAYGO development agreements in the district for Campione & Liberty.



T.I.D. No. 8 – Oakview Business Park Summary



City of Oak Creek
TID 8

Mixed use district south of Howell and west Oakwood Road for light industrial, commercial, and office

Creation Date - 1/01/09

Termination Date - 1/09/29

Type - Mixed Use

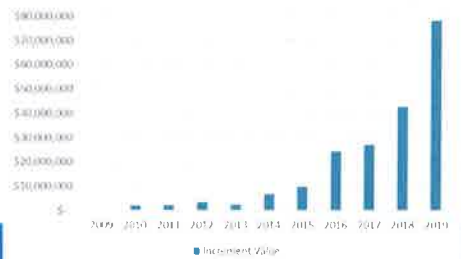
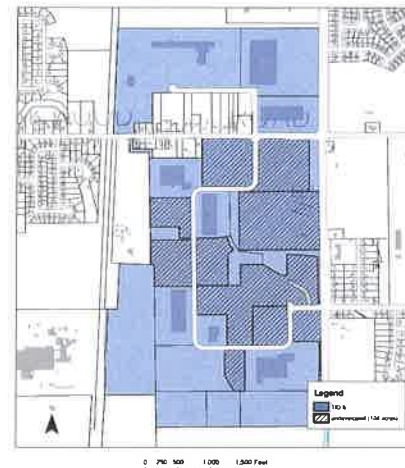
Increment as of 1/01/19 - \$78,309,000

Developable acres - 401 total (170 developable)

Remaining acres - 104

Balance of G.O. supported debt - \$10,500,000

*There are 2 active PAYGO development agreements in the district for Stella & Chewy's and Arena Americas



T.I.D. No. 10 - Master Lock Summary



Industrial and Commercial Park east of South Howell Avenue between College and Rawson Avenue.

Creation Date - 9/07/10

Termination Date - 9/07/30

Type - Mixed Use

Increment as of 1/01/19 - \$17,488,800

Developable acres - 126

Remaining acres - 35

Balance of G.O. supported debt - \$0

*There is 1 active PAYGO development agreement in the district for Masterlock



T.I.D. No. 11 - Drexel Town Square Summary



City Center, mixed use, redevelopment adjacent to Howell Avenue between West Drexel Avenue and West Forest Hill Avenue.

Creation Date - 4/03/12

Termination Date - 4/03/32

Type - Mixed Use

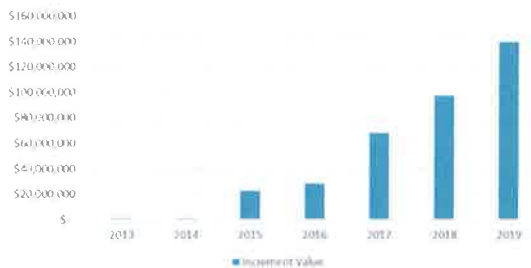
Increment as of 1/01/19 - \$139,408,000

Developable acres - 102

Remaining acres - 12

Balance of G.O. supported debt - \$44,925,000

*There are 7 active development agreements in the district used mainly to incentivize underground parking with an upfront grant and a guaranteed minimum assessed value (MAV).



T.I.D. No. 12 - IKEA Summary



Highly visible, mixed use, District north of Drexel Avenue bordering Interstate 94

Creation Date – 7/20/2016

Termination Date – 7/20/2036

Type – Mixed Use

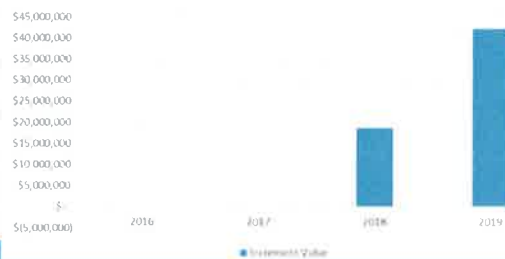
Increment as of 1/01/19 – \$42,196,300

Developable acres – 50

Remaining acres – 21

Balance of G.O. supported debt – \$5,100,000

*There is 1 active PAYGO development agreement in the district for IKEA.



T.I.D. No. 13 – Lakefront Summary



Historic heavy industrial manufacturing area is predominantly defined by the existence of legacy environmental complexities along lakefront.

Creation Date – 5/16/17

Termination Date – 5/16/44

Recipient from TID No. 6

Type – Blighted

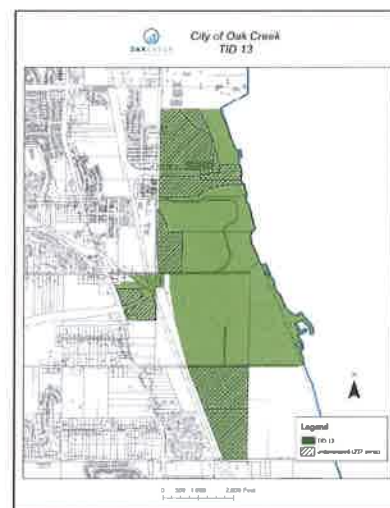
Increment as of 1/01/19 – \$334,200

Developable acres – 505

Remaining acres – 237

Balance of G.O. supported debt – \$0

*No active or pending development agreements in the district



T.I.D. No. 14 – 6th & Rawson Summary



Small scope for the district with environmental remediation necessary to facilitate industrial uses.

Creation Date – 4/13/18

Termination Date – 4/13/2046

Type – Blighted

Increment as of 1/01/19 – -\$183,500

Developable acres – 10

Remaining acres – 0

Balance of G.O. supported debt – \$0

***There is 1 active development agreement (a combination of up-front grant and PAYGO) in the district for environmental remediation.**



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T.I.D. No. 15 – Drexel & 6th Street Summary



Small scope for the district with environmental remediation necessary to facilitate redevelopment activities.

Creation Date – 4/13/18

Termination Date – 4/13/2046

Type – Blighted

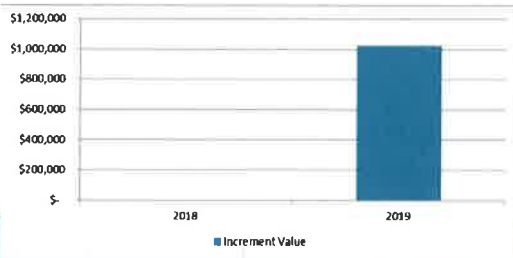
Increment as of 1/01/19 – \$1,025,000

Developable acres – 6

Remaining acres – 0 (future redevelopment of 2 easterly parcels is likely)

Balance of G.O. supported debt – \$0

***There is 1 active PAYGO development agreement in the district for environmental remediation.**



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T.I.D. No. 16 – Ryan Business Park Summary



Commercial business park positioned off I-94 at Ryan Road and 13th Street, One large user (Amazon) comprises the majority of the district

Creation Date – 8/21/18

Termination Date – 8/21/2038

Type – Mixed Use

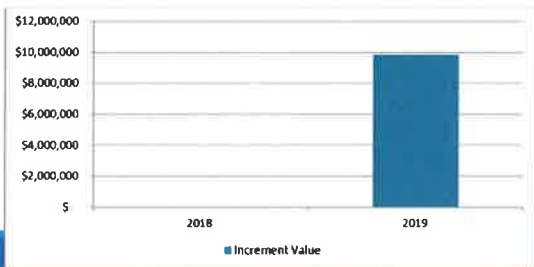
Increment as of 1/01/19 – \$9,873,000

Developable acres – 112

Remaining acres – 35 (future redevelopment of residential homes on Ryan Road is likely)

Balance of G.O. supported debt – \$2,850,000

*There is 1 active PAYGO development agreement in the district for repayment of public infrastructure paid for initially by developer. There is an additional development agreement with an up-front grant (GO debt) that is also funded through taxes generated by Amazon



Questions?



COMMON COUNCIL REPORT

- Item:** Authorizing the services of Baker, Tilly, Virchow, Krause as the City's Auditing Firm for the fiscal years ending December 31, 2019, through December 31, 2023.
- Recommendation:** That the Common Council adopt Resolution No. 12088-082019, authorizing the services of Baker, Tilly, Virchow, Krause as the City's Auditing Firm for the fiscal years ending December 31, 2019, through December 31, 2023
- Fiscal Impact:** The fees for 2019 and 2020 are \$44,290. This fee is \$1,290 or 3% higher than 2018. The 2021 and 2022 fees are \$45,620, a \$1,330 or 3% increase from 2019/2020. The fee for 2023 is \$47,000, a \$1,380 or 3% increase from 2022.
- 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 has had a long standing relationship with Baker Tilly. Ordinarily, we would consider a complete bidding process at this point, but due to turnover within the Finance Department and the volume of open projects, staff is requesting to sign an agreement for another five years before going out for bid. Maintaining the continuity with our auditors has served the City well. We frequently reach out to the auditors for advisement on issues and keep them up to date throughout the year to create efficiencies for the field work. Staff is very appreciative of the working relationship with Baker Tilly.

Attached is the engagement letter from Baker Tilly for fiscal years ending December 31, 2019 and lasting through December 31, 2023. The engagement letter covers the same level of services that we have received in the past; basic financial statements, related notes to the financial statements as well as the Form C and a superb working relationship.

Options/Alternatives: The Common Council could choose to have Staff go out to bid. This would be difficult given the timing of being understaffed, having turnover and completing the budget. Additionally, working with a new auditing firm would not be as efficient and effective, as our current relationship with Baker Tilly.

The Common Council could also choose to request a quote from Baker Tilly of a shorter duration than 5 years.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Jamie Strobl
Assistant Comptroller

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Baker Tilly engagement letter

RESOLUTION NO.12088-082019

BY: _____

RESOLUTION AUTHORIZING A CONTRACT WITH BAKER TILLY TO PERFORM PROFESSIONAL AUDITING SERVICES FOR FISCAL YEARS ENDING DECEMBER 31, 2019, DECEMBER 31, 2020, DECEMBER 31, 2021, DECEMBER 31, 2022 & DECEMBER 31, 2023

WHEREAS, the City is required to have its financial operations audited annually; and

NOW, THEREFORE, BE IT RESOLVED that the City of Oak Creek accepts the contract dated June 12, 2019, from Baker Tilly Virchow Krause, LLP for audit services and fees as prescribed below:

Fiscal Year Ending December 31, 2019	\$ 44,290
Fiscal Year Ending December 31, 2020	\$ 44,290
Fiscal Year Ending December 31, 2021	\$ 45,620
Fiscal Year Ending December 31, 2022	\$ 45,620
Fiscal Year Ending December 31, 2022	\$ 47,000
Total Fees for Services:	\$226,820

Introduced at a regular meeting of the Common Council meeting of the City of Oak Creek this 20th day of August, 2019.

President, Common Council

Adopted this _____ day of _____, 2019.

Mayor

Approved this _____ day of _____, 2019.

ATTEST

City Clerk

Vote: Ayes _____ Noes _____



Baker Tilly Virchow Krause, LLP
777 E Wisconsin Ave, 32nd Fl
Milwaukee, WI 53202-5313

T: +1 (414) 777 5500
F: +1 (414) 777 5555

bakertilly.com

June 12, 2019

Ms. Bridget Souffrant
Finance Director/Comptroller
City of Oak Creek
8040 South 6th Street
Oak Creek, Wisconsin 53154

Dear Ms. Souffrant:

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") as your auditors.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Oak Creek ("you" or "your").

Service and Related Report

We will audit the basic financial statements of the City of Oak Creek as of and for the years ended December 31, 2019, 2020, 2021, 2022 and 2023, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Oak Creek with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Oak Creek we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

> Combining Financial Statements

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the City of Oak Creek's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Oak Creek's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budget Comparison Schedules
- > OPEB - related schedules
- > Pension - related schedules

The Schedule of Reconciliation Between the Basic Financial Statements and the Financial Report Form C accompanying the financial statements will also be subject to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

The audit will include obtaining an understanding of the City of Oak Creek and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

The City of Oak Creek's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the City of Oak Creek involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the City of Oak Creek received in communications from employees, former employees, analysts, grantors, regulators, or others.

Ms. Bridget Souffrant
City of Oak Creek

June 12, 2019
Page 4

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Oak Creek complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). Baker Tilly is not recommending an action to the City of Oak Creek; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparation
- > Adjusting journal entries if required

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.

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- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the annual Financial Report Form to the Wisconsin Department of Revenue. See Addendum A attached, which is an integral part of this Engagement Letter.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

The City of Oak Creek may wish to include our report on these financial statements in an official statement or some other securities offering. You agree that the aforementioned audit report or reference to Baker Tilly will not be included in such offering without our prior written permission or consent. Upon notification, auditing standards will require our involvement with the official statement, and any procedures related to this involvement will be a separate agreement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the City of Oak Creek hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Oak Creek's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Oak Creek is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

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Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

<u>Year</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Financial Statement Audit	\$ 44,290	\$ 44,290	\$ 45,620	\$ 45,620	\$ 47,000

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision, and billing arrangements we use in connection with these professionals.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Oak Creek, unless otherwise prohibited. In the event we are requested by the City of Oak Creek or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Oak Creek, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Oak Creek, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Oak Creek with any other services you may find necessary or desirable.

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Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services ("JAMS"), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

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Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the City of Oak Creek will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the City of Oak Creek violates this non-solicitation clause, the City of Oak Creek agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

Baker Tilly Virchow Krause, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the City of Oak Creek and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

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The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Oak Creek's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

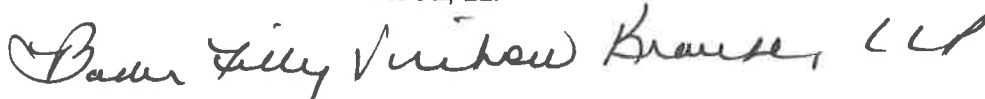
This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at wendi.unger@bakertilly.com.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP



Enclosures

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date

ADDENDUM A

We will perform the following services:

1. We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2019. Upon completion of the compilation of the annual Financial Report Form, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the City of Oak Creek, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our report on the annual Financial Report Form of the City of Oak Creek is presently expected to read as follows:

Management is responsible for the 2019 Financial Report Form C for the year ended December 31, 2019, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the 2019 financial report form C included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the 2019 Financial Report form C included in the prescribed form.

The Financial Report Form C included in the accompanying prescribed form is presented in accordance with the requirements of the Wisconsin Department of Revenue, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The City of Oak Creek's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the Financial Report Form C included in the form prescribed by the Wisconsin Department of Revenue, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the Financial Report Form C, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

COMMON COUNCIL REPORT

Item: Green Infrastructure Revision to the Storm Water Management Ordinance

Recommendation: That the Common Council adopt Ordinance No. 2945, an ordinance to repeal and recreate Section 13.103 relating to definitions; repeal and recreate Section 13.104(a) relating to applicability; repeal and recreate Sections 13.105(c) and 13.105(d) relating to design criteria, standards and specifications; repeal and recreate Section 13.106(c)1 and 13.106(c)2 and create Section 13.106(c)3 relating to storm water discharge quantity; repeal and recreate Section 13.106(f)3 relating to exemptions; repeal and recreate Section 13.108 relating to storm water management plans; repeal and recreate Section 13.109(a) relating to maintenance agreements.

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 Milwaukee Metropolitan Sewerage District (MMSD) recently revised their storm water rules and regulations to require communities in their service area to install and maintain green infrastructure on developments creating between 5,000 square feet to 21,780 square feet of impervious surface. The revisions to the storm water ordinance incorporate their requirements. Adoption of this ordinance will maintain compliance with the MMSD's rules and regulations.

Options/Alternatives: Not to adopt this ordinance would result in Oak Creek not being in compliance with the MMSD's storm water rules.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Prepared:



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

Approved:



Michael C. Simmons, P.E.
City Engineer

Attachments: Ordinance No. 2945

ORDINANCE NO. 2945

BY: _____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 13.103 RELATING TO DEFINITIONS; REPEAL AND RECREATE SECTION 13.104(a) RELATING TO APPLICABILITY; REPEAL AND RECREATE SECTION 13.105(c) and 13.105(d) RELATING TO DESIGN CRITERIA, STANDARDS AND SPECIFICATIONS; REPEAL AND RECREATE SECTION 13.106(c)1. AND 13.106(c)2. AND CREATING SECTION 13.106(c)3. RELATING TO STORM WATER DISCHARGE QUANTITY; REPEAL AND RECREATE SECTION 13.106(f)3. RELATING TO EXEMPTIONS; REPEAL AND RECREATE SECTION 13.108 RELATING TO STORM WATER MANAGEMENT PLANS; REPEAL AND RECREATE SECTION 13.109(a) RELATING TO MAINTENANCE AGREEMENTS

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

Section 1: Section 13.103 of the Municipal Code is hereby repealed and recreated to read as follows:

SEC. 13.103 DEFINITIONS

- (a) "Agricultural land use" means use of land for planting, growing, cultivating, and harvesting of crops for human or livestock consumption, and pasturing or yarding of livestock.
- (b) "Average annual rainfall" means a calendar year of precipitation, excluding snow, which is considered typical.
- (c) "Best management practice" or "BMP" means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize sediment or pollutants carried in runoff to waters of the state.
- (d) "Business day" means a day which the offices of the City Engineer are routinely and customarily open for business.
- (e) "City" means City of Oak Creek.
- (f) "Common plan of development or sale" means all lands included within the boundary of a certified survey or subdivision plat created for the purpose of development or sale of property where multiple separate and distinct land developing activity may take place at different times and on different schedules.
- (g) "Council" means the Common Council of the City of Oak Creek.
- (h) "Critical duration storm" means that storm that produces the highest peak rate of runoff. To determine the critical duration storm, a series of rainfall depths and durations are run in an iterative process until the highest peak is found.
- (i) "DNR" means the Wisconsin Department of Natural Resources.
- (j) "Detention basin" means a pond designed to store water after a rainstorm which releases the runoff water at a controlled rate.
- (k) "Discharge volume" means the quantity of runoff discharged from the land surface as the result of a rainfall event.
- (l) "Drainage Easement" means a legal agreement to allow water to flow across a piece of property. The easement establishes specific requirements for activities that can and cannot take place in the easement zone.

- (m) "Effective infiltration area" means the area of the infiltration system that is used to infiltrate runoff and does not include the area used for site access, berms or pretreatment.
- (n) "Erosion" means the detachment and movement of soil, sediment or rock fragments by water, wind, ice, or gravity.
- (o) "Exceptional resource waters" means waters listed in s.NR102.11, Wis. Adm. Code.
- (p) "Fee in lieu" means a payment of money to the City in place of meeting all or part of the storm water performance standards required by the ordinance.
- (q) "Final site stabilization" means that all land disturbing construction activities at the construction site have been completed and that a uniform, perennial, vegetative cover has been established, with a density of at least 70% of the cover, for the unpaved areas and areas not covered by permanent structures, or employment of equivalent permanent stabilization measures.
- (r) "Green infrastructure" means any combination of landscaping, facilities, or equipment that captures rain at or near the site where it falls by infiltration into the soil, evapotranspiration by plants, or storage for beneficial use or delayed discharge. Green infrastructure includes, but is not limited to: rain gardens; wetlands; green roofs; bioswales, including dry ponds or other detention facilities designed to increase infiltration; permeable surfacing; landscaping with deeply rooted plants; cisterns; rain barrels; trees; soil amendments; wet ponds, when project-specific modeling shows sufficient detention volume; and removal of structures or pavement to allow revegetation and infiltration.
- (s) "Impervious surface" means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, parking lots and streets are examples of areas that typically are impervious.
- (t) "Infiltration" means the process by which rainfall or surface runoff percolates or penetrates into the underlying soil.
- (u) "Infiltration system" means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or road side channels designed for conveyance and pollutant removal only.
- (v) "Landowner" means any person holding title to or having an interest in land.
- (w) "Land development activity" means any activity which changes the volume or peak flow discharge rate of rainfall runoff from the land surface, or means the construction, reconstruction or expansion of buildings; roads; parking lots; paved storage areas; and similar facilities—excluding agricultural land use.
- (x) "Land disturbing construction activity" means any man-made change of the land surface including removing vegetative cover; excavating; filling; and grading, but not including agricultural land uses such as planting, growing, cultivating and harvesting of crops; growing and tending of gardens; harvesting of trees; and landscaping modifications.
- (y) "Low flow channel" means a small channel located within a waterway used to concentrate flow during small storms. The purpose of a low flow channel is to maintain adequate water depth for aquatic organisms and needed scour velocities to prevent sediment buildup.
- (z) "Maintenance agreement" means a legal document that is filed with the County Register of Deeds as a property deed restriction and which provides for long-term maintenance of storm water management practices.

- (aa) "Maintenance Bond" means a bond, which guarantees that the permit holder will perform needed maintenance outlined in the permit. The bond protects the City against loss due to the inability or refusal of the permit holder to perform to the conditions of the permit.
- (bb) "Major drainage systems" means a drainage system of open channels and overland flow paths that carry storm water during large rainfall events, typically with greater than a 10-year recurrence interval.
- (cc) "maximum extent practicable" means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this ordinance as determined in accordance with Sec. 13.105(e) of this ordinance.
- (dd) "Minor drainage system" are those components of the drainage system designed to carry small rainstorms. The minor drainage system is typically made up of roadside ditches and storm sewers.
- (ee) "Natural wetlands" means an area where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which has soils indicative of wet conditions. These wetlands include existing, mitigation, and restored wetlands.
- (ff) "Non-structural measure" means a practice, technique, or measure to reduce the volume, peak flow rate, or pollutants in storm water that does not require the design or installation of fixed storm water management facilities.
- (gg) "Off-site" means located outside the property boundary described in the permit application for land development activity.
- (hh) "On-Site" means located within the property boundary described in the permit application for the land development activity.
- (ii) "Ordinary high-water mark" has the meaning given in s. NR115.03(6), Wis. Adm. Code.
- (jj) "Outstanding resource waters" means waters listed in s. NR102.10, Wis. Adm. Code.
- (kk) "Peak flow discharge rate" means the maximum rate at which a unit volume of storm water is discharged.
- (ll) "Performance Bond" means a bond which guarantees that the permit holder will perform to the terms of the agreement. The bond protects the City against loss due to the inability or refusal of the permit holder to perform to the conditions of the permit.
- (mm) "Performance standard" means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.
- (nn) "Permit" means a written authorization issued by the City to the applicant to conduct land development activities.
- (oo) "Permit administration fee" means a sum of money paid to the City by the permit applicant for the purpose of recouping the expenses incurred by the City in administering the permit.
- (pp) "Pervious surface" means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests, or other similar vegetated areas are examples of surfaces that typically are pervious.
- (qq) "Pollutant" has the meaning given in s.283.01(13), Wis. Stats.
- (rr) "Pollution" has the meaning given in s.281.01(10), Wis. Stats.
- (ss) "Post-construction storm water discharge" means any storm water discharged from a site following the completion of land disturbing construction activity and final site stabilization.
- (tt) "Pre-development condition" means the extent and distribution of land cover types present before the initiation of land development activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

- (uu) "Pre-treatment" means the treatment of storm water prior to its discharge to the primary storm water treatment practice in order to reduce pollutant loads to a level compatible with the capability of the primary practice.
- (vv) "Preventive action limit" has the meaning given in s.NR140.05(17), Wis. Adm. Code.
- (ww) "Recreational trail" means a path that is distinctly set apart from a roadway, street or sidewalk; designed for activities such as jogging, walking, hiking, bird-watching, bicycle riding, roller skating or other recreation not involving the use of motorized vehicles; and not a sidewalk according to Sec. 340.01(58), Wis. Stats.
- (xx) "Residential development" means that which is created to house people, including the residential dwellings as well as all attendant portions of the development including lawns, driveways, sidewalks, garages, and access streets. Residential development is limited to single family and two family residences.
- (yy) "Responsible party" means any entity holding fee title to the property or other person contracted or obligated by other agreement to implement and maintain post-construction storm water management practices and BMPs.
- (zz) "Runoff" means the rainfall, snowmelt, or irrigation water flowing over the ground surface.
- (aaa) "Site" means the entire area included in the legal description of the land on which the land disturbing or land development activity is proposed in the permit application.
- (bbb) "Stop work order" means an order issued by the office of the City Engineer that requires that all construction activity on the site be stopped.
- (ccc) "Storm water management plan" means a document that identifies what actions will be taken to reduce storm water quantity and pollutant loads from land development activity to levels meeting the performance standards of Section 13.106 of this ordinance.
- (ddd) "Storm water management practice" means a structural or non-structural device designed to temporarily store or treat storm water runoff in order to mitigate flooding, reduce pollution and provide other amenities.
- (eee) "Storm water runoff" means that portion of the precipitation falling during a rainfall event that runs off the surface of the land and into the natural or artificial conveyance or drainage network.
- (fff) "Structural measure" means source area practices, conveyance measures, and end-of-pipe treatment that are designed to control storm water runoff pollutant loads, discharge volumes, and peak flow discharge rates.
- (ggg) "Technical standard" means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.
- (hhh) "Top of the channel" means an edge, or point on the landscape, landward from the ordinary high-water mark of a surface water of the state, where the slope of the land begins to be less than 12% continually for at least 50 feet. If the slope of the land is 12% or less continually for the initial 50 feet, landward from the ordinary high-water mark, the top of the channel is the ordinary high-water mark.
- (iii) "Wet detention pond" is a detention basin with a permanent pool of water, often designed to trap particulate pollutants.
- (jjj) "Waters of the state" has the meaning given in s.281.01(18), Wis. Stats.
- (kkk) "Wisconsin Pollution Discharge Elimination System (WPDES) Storm Water Permit" means a permit issued by the Wisconsin Department of Natural Resources under Sec. 283.33 Wis. Stats. that authorizes the point source discharge of storm water to waters of the State.

Section 2: Section 13.104(a) of the Municipal Code is hereby repealed and recreated to read as follows:

- (a) APPLICABILITY. This ordinance applies to:
1. Land development activity that creates a net increase of 5,000 square feet or more of impervious surface.
 2. Land development activities, regardless of size of the development, which in the opinion of the City are likely to result in storm water runoff which exceeds the capacity of the existing drainage facilities or receiving body of water, which causes undue channel erosion, which increases water pollution by scouring or the transportation of particulate matter, or which endangers downstream property or public safety.
 3. Land development activity that includes demolition or construction during redevelopment that will disturb an area larger than 2 acres.

Section 3: Section 13.105(c) and 13.105(d) of the Municipal Code is hereby repealed and recreated to read as follows:

- (c) Unless prior authorization is given by the City Engineer, all hydrologic and hydraulic design calculations required under this section shall be based on the principles of the SCS curve method document entitled "Urban Hydrology for Small Watersheds" (Technical Release 55) published by Natural Resources Conservation Service (NRCS), United States Department of Agriculture, June 1992, or other methods acceptable to the City Engineer.
- (d) Rainfall depths and distribution used in hydrologic calculations and for designing storm water management practices to meet the requirements of this ordinance shall be the most recent identified by the Southeastern Wisconsin Regional Planning Commission and as specified in Chapter 4 of the Engineering Design Manual.

Section 4: Section 13.106(c)1., 13.106(c)2. of the Municipal Code is hereby repealed and recreated to read as follows:

1. Requirements for increases of impervious surface of 0.5 acres or more. Limit the runoff leaving the site to a release rate of less than 0.40 cfs/ac for the one (1) percent probability event (100-year recurrence interval) and less than 0.15 cfs/ac for the fifty (50) percent probability event (2-year recurrence interval).
2. Requirements for redevelopment disturbing two acres or more. If redevelopment will disturb two acres or more but will not add 0.5 acres or more of impervious surface, the runoff release rate shall be reduced by the amount listed in the following table for the one (1) percent probability event (100-year recurrence interval) and the fifty (50) percent probability event (2-year recurrence interval):

Area Disturbed by Demolition or Construction	Reduction to the Existing Runoff Release Rate
Between 2 acres and 3.5 acres	10%
From 3.5 to 5 acres	15%
Greater than 5 acres	20%

Section 5: Section 13.106(c)3. of the Municipal Code is hereby created to read as follows:

3. Requirements for new impervious surface of 5,000 square feet to 0.5 acres.
 - a. Whenever development or redevelopment will increase impervious surface by an area equal to or greater than 5,000 square feet but less than 21,780 square feet (0.5 acres), on a net basis, then the development or redevelopment shall include green infrastructure with a detention volume equal to one-half inch multiplied by the area of the net new impervious surface, except as provided is 13.106(c)3.b.
 - b. If the new impervious surface is within a residential subdivision for which the City has approved a storm water management plan and a storm water management maintenance agreement, then no additional storm water runoff management is required.

Section 6: Section 13.106(f)3. of the Municipal Code is hereby repealed and recreated to read as follows:

3. Construction or reconstruction of a public road or public sidewalk that creates a net increase of impervious surface by less than 0.5 acres.

Section 7: Section 13.108 of the Municipal Code is hereby repealed and recreated to read as follows:

SEC. 13.108 STORM WATER MANAGEMENT PLANS

- (a) PLAN REQUIREMENTS. The storm water management plan required under Sec. 13.107(b) of this ordinance shall contain any such information the City Engineer may need to evaluate the environmental characteristics of the area affected by land development activity, the potential impacts of the proposed development upon the quality and quantity of storm water discharges, the potential impacts upon water resources and drainage utilities, and the effectiveness and acceptability of proposed storm water management measures in meeting the performance standards set forth in this ordinance. Unless specified otherwise by this ordinance, storm water management plans shall contain, at a minimum, the following information:
 1. Name, address, and telephone number for the following or their designees: landowner; developer; project engineer for practice design and certification; person(s) responsible for installation of storm water management practices; person(s) responsible for maintenance of storm water management practices prior to the transfer, if any, of maintenance responsibility to another party.
 2. Project location and description.
 3. Pre-development site conditions, including:
 - a. One or more site maps at a scale of not less than one (1) inch equals 100 feet. The site maps shall show the following: site location and property address; predominant soil types and hydrologic soil groups; existing cover type and condition; topographic contours not to exceed two-foot contour interval; topography and drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; watercourses that may affect or be affected by runoff from the site; flow path and direction for all storm water conveyance sections, including time of travel and time of concentration applicable to each; watershed boundaries used in determinations of peak flow discharge rates and discharge volumes from the site; lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site, limits of the 100-year flood plain; location of wells located within 1,200 feet of storm water detention ponds, infiltration basins, or infiltration trenches; delineation of wellhead protection areas pursuant to NR811.16 Wis. Admin. Code.
 - b. Computations of the peak flow discharge rates and discharge volumes from each offsite inflow point and discharge point in the development. At a minimum, computations must be made for the following 24-hour storms: 2- and 100-year.

All major assumptions used in developing input parameters shall be clearly stated. The areas used in making the calculations shall be clearly cross-referenced to the required map(s).

4. Post-development site conditions, including:
 - a. Explanation of the provisions to preserve and use natural topography and land cover features to minimize changes in peak flow runoff rates and volumes to surface waters and natural wetlands.
 - b. Explanation of any restrictions on storm water management measures in the development area imposed by wellhead protection plans and ordinances.
 - c. One or more site maps at a scale of not less than one (1) inch equals 100 feet showing: proposed pervious land use including vegetative cover type and condition; impervious land use including all buildings, structures, and pavement; proposed topographic contours not to exceed two feet; proposed drainage network including enough of the contiguous properties to show runoff patterns onto, through, and from the site; locations and dimensions of drainage easements; locations of maintenance easements specified in the maintenance agreement; flow path and direction for all storm water conveyance sections, including time of travel and time of concentration applicable to each; location and type of all storm water management conveyance and treatment practices, including the on-site and off-site tributary drainage area; location and type of conveyance system that will carry runoff from the drainage and treatment practices to the nearest adequate outlet such as a curbed street, storm drain, or natural drainage way; watershed boundaries used in determinations of peak flow discharge rates and discharge volumes, any changes to lakes, streams, wetlands, channels, ditches, and other watercourses on and immediately adjacent to the site.
 - d. Computations of the peak flow discharge rates and discharge volumes from each discharge point in the development, including analysis of the capacity of downstream drainage conveyance systems. At a minimum, computations must be made for the following 24-hour storms: 2- and 100-year. All major assumptions used in developing input parameters shall be clearly stated. The areas used in making the calculations shall be clearly cross-referenced to the required map(s).
 - e. Detailed investigations of soils and groundwater required for the placement and design of storm water management measures.
 - f. Design computations and all applicable assumptions for storm water conveyance (open channel, closed pipe) and storm water treatment practices (sedimentation type, filtrations, infiltration-type) as needed to show that practices are appropriately sized and capable of meeting the discharge performance standards of this ordinance.
 - g. Detailed drawings including cross-sections and profiles of all permanent storm water conveyance and treatment practices.
 5. A storm water plan construction schedule.
 6. A maintenance plan developed for the life of each storm water management practice, including the required maintenance activities and maintenance activity schedule.
 7. Other information as required by the City Engineer to determine compliance of the proposed storm water management measures with the provisions of this ordinance.
- (b) GREEN INFRASTRUCTURE PLAN REQUIREMENTS.
1. Project location and description including the dimensions of the new impervious surface.
 2. Description of the proposed green infrastructure and its dimensions.
 3. One or more drawings showing the new impervious surface and the green infrastructures.

4. Calculations showing the detention volume needed and the retention volume provided by the green infrastructure.
5. A maintenance plan.

Section 8: Section 13.109(a) is hereby repealed and recreated to read as follows:

- (a) MAINTENANCE AGREEMENT REQUIRED. The maintenance agreement required for storm water management practices under Sec. 13.105 and Sec. 13.106 of this ordinance shall be an agreement between the City and the permittee. The agreement shall be recorded with the County Register of Deeds so that it is binding upon all subsequent owners of land served by the storm water management practices. The City Engineer may waive the recording requirement for green infrastructure maintenance plans.

Section 9: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 10: This ordinance shall be in force and take effect from and after its passage and publication.

Passed and adopted this 20th day of August, 2019.

Approved this 20th day of August, 2019.

President, Common Council

Mayor

Attest:

City Clerk

Vote: Ayes _____ Noes _____

COMMON COUNCIL REPORT

Item: Establishing a Green Infrastructure Permit Application Fee

Recommendation: That the Common Council adopts Resolution No. 12089-082019, a resolution establishing a green infrastructure permit application fee.

Fiscal Impact: The permit application fee will generate as estimated revenue of \$2,000 per year.

Critical Success Factor(s):

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

Background: The MMSD recently revised their storm water rules and regulations to require communities in their service area to install and maintain green infrastructure on developments creating 5,000 square feet to 21,780 square feet of impervious surface. The green infrastructure permit is being created to administer these requirements. The proposed permit fee of \$250 would cover the engineering department's costs for coordination, review, mapping and post construction inspection.

Options/Alternatives: Not to adopt this resolution would prohibit the City from charging a fee for the green infrastructure permit and not cover the costs incurred.

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. 12089-082019

RESOLUTION NO. 12089-082019

BY: _____

RESOLUTION ESTABLISHING THE GREEN INFRASTRUCTURE PERMIT APPLICATION FEE

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Green Infrastructure permit application fee shall be established at \$250.00 and shall be effective upon passage and approval by the Common Council.

BE IT FURTHER RESOLVED that the Green Infrastructure permit application fee may be amended from time to time by resolution of the Common Council.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of August, 2019.

Passed and adopted this 20th day of August, 2019.

President, Common Council

Approved this 20th day of August, 2019.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____



COMMON COUNCIL REPORT

Item: Engineering Design Manual Chapter 4- Storm Water Management Revision

Recommendation: That the Common Council consider a motion to approve the revision to Chapter 4- Storm Water Management of the Engineering Design Manual

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 Oak Creek Engineering Design Manual is an organized collection of ordinance-driven requirements and technical interpretations and direction. Its purpose is to provide clear concise direction to developers and landowners as to what is expected during and post development. This revision updates Chapter 4 (Storm Water Management) to incorporate regulatory changes since the last revision in 2004. The creation of the Engineering Design Manual and revisions therto was authorized by Common Council Resolution No. 9049-070595.

Options/Alternatives: Not to approve this motion would result in Chapter 4 being outdated and inconsistant with MMSD, WDNR and Oak Creek's regulations.

Respectfully submitted:

Prepared:

Andrew J. Vickers, MPA
City Administrator

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

Fiscal Review:

Approved:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Michael C. Simmons, P.E.
City Engineer

Attachments: Engineering Design Manual Chapter 4- Storm Water Management

CHAPTER 4

Storm Water Management

A. Introduction

This chapter outlines standards for the design and construction of storm water management facilities. These facilities require special design considerations to provide safe and efficient runoff management, in accordance with the City's storm water control ordinance, Oak Creek's Storm Water Management Master Plan, Oak Creek's WPDES NR 216 permit, Wisconsin Administrative Code Chapter NR 151 and the Milwaukee Metropolitan Sewerage District's storm water rules.

B. Requirements

1. Storm water quantity - Land development or redevelopment activities subject to Oak Creek's Storm Water Management Ordinance shall establish on-site management practices to:
 - a. Development or redevelopment that increase impervious surface by 0.5 acres or more are required to limit the runoff leaving the site to a release rate of less than the following:
 - (1) 0.40 cfs/acre for the 100-year recurrence interval and
 - (2) 0.15 cfs/acre for the 2-year recurrence interval
 - b. If redevelopment will disturb an area larger than 2 acres and creates less than 0.5 acres of impervious surface, the runoff release rate shall be reduced by the amount listed in the following table for the one (1) percent probability event (100-year recurrence interval) and the fifty (50) percent probability event (2-year recurrence interval):

Area Disturbed by Demolition or Redevelopment	Reduction to the Existing Runoff Release Rate as of October 25, 2010
2 acres to 3.5 acres	10%
3.5 acres to 5 acres	15%
Greater than 5 acres	20%

- e. Development or redevelopment that increase impervious surface by an area equal to or greater than 5,000 square feet but less than 21,780 square feet are required to provide green infrastructure on site with a detention volume equal to one-half inch multiplied by the area of net new impervious surface.
2. Storm water quality (Total Suspended Solids)- Land development or redevelopment activities subject to Oak Creek's Storm Water Management Ordinance shall design, install and maintain BMPs to control the following from post construction sites:
 - a. BMPs shall be designed in accordance with the following TSS reduction standards table. The design shall be based on an average annual rainfall as compared to no runoff management controls.

TSS Reduction Standards	
Development Type	TSS Reduction
New Development	80%
In-fill Development	80%
Redevelopment	40% of load from parking areas and roads

- b. Storm water discharges shall be pre-treated prior to infiltration to prolong the life of the infiltration practice and to prevent discharge of storm water pollutants at concentrations that will result in exceedances of groundwater preventive action limits or enforcement standards established by the Department of Natural Resources in NR 140 Wisconsin Administrative Code.
3. Rainfall depth and distribution - unless prior authorization is given by the City Engineer, the following rainfall data shall be used in hydrologic calculation to meet the storm water quantity requirements:
 - a. The most recent rainfall depths identified by Southeastern Wisconsin Regional Planning Commission. The 24-hour depths from NOAA Atlas 14 are as follows:
 - 1-year 2.34 inches
 - 2-year 2.64 inches
 - 5-year 3.20 inches
 - 10-year 3.73 inches
 - 25-year 4.56 inches
 - 50-year 5.28 inches
 - 100-year 6.06 inches
 - 500-year 8.17 inches
 - b. The NRCS MSE3 24-hour storm rainfall distribution shall be used.
 4. All hydrologic and hydraulic calculations shall be based on the principles of the SCS curve method document entitled "Urban Hydrology for Small Watersheds" (Technical Report 55) published by Natural Resources Conservation Service (NRCS), United States Department of Agriculture, June 1992, or other methods acceptable to the City Engineer.
 5. Infiltration – Post development runoff shall be infiltrated in accordance with Section 13.106(i) of the Oak Creek Municipal Code.
 - a. BMPs shall be designed, installed and maintained to infiltrate runoff in accordance with the following table:

Development Type	Post Development Infiltration Volume	Maximum Area of Post Developed Site
Low (<40% connected imperviousness) Parks, cemeteries, low density residential	90%	1%
Medium (40-80% connected imperviousness) Medium and High density residential, multi-family, industrial and institutional developments and office parks	75%	2%
High (>80% connected imperviousness) Commercial strip malls, shopping centers and downtowns	60%	2%

- b. Pre-developed conditions shall reflect a good level of land management for the appropriate land covers and not exceed the following:

	Hydrologic Soil Group			
	A	B	C	D
CN Woods	30	55	70	77
CN Grassland	39	61	71	78
CN Cropland	55	69	78	83

- c. When the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than 0.6 inches/hour using a scientifically credible field test method or where the least permeable soil horizon to 5 feet below the proposed bottom using the USDA method of soils analysis is sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay or clay, the decision to infiltrate is optional.
 - d. Pretreatment is required prior to infiltrating runoff from parking lots, driveways or roads. Typical options may include oil and grease separators, sedimentation basins, swales or filter strips.
 - e. Where infiltration rates limit or restrict infiltration practices, the infiltration performance standards shall be met to the maximum extent practicable. The impervious surface area shall not exceed 70% of the site.
6. Protective areas – Protective areas shall be established in accordance with Section 13.106(j) of the Oak Creek Municipal Code.
- a. Wetland boundary delineation shall be in accordance with NR 103.08(1m), Wis. Adm. Code. Determinations of the extent of the protective area adjacent to wetlands shall be made on the basis of the sensitivity and runoff susceptibility of the wetland in accordance with NR103.03, Wis. Adm. Code.
 - b. Protective areas shall be shown on the subdivision plat or Certified Survey Map for developments involving land divisions.
 - c. Protective area provisions
 - (1) Impervious surfaces shall be kept out of the protective area to the maximum extent practicable with an absolute minimum 10 foot setback without impervious surface. This includes but is not limited to houses, buildings, accessory structures, decks, driveways, patios, sidewalks, pools, retaining walls, stockpiles and storm sewers and laterals that do not drain into a BMP.
 - (2) Adequate sod or self-sustaining vegetative cover of 70% or greater shall be established and maintained where land disturbing construction activity occurs within a protective area. The storm water management plan shall contain a written site-specific explanation for any parts of the protective area that are disturbed during construction.
 - (3) BMPs, utilities, fences, trees and shrubs are permissible in protective areas.
7. Green Infrastructure provisions
- a. Detention volumes shall be determined using the following procedures, by order of preference:
 - (1) Project-specific modeling.
 - (2) A calculating tool available at www.Freshcoastguardians.com or subsequent locations identified by the MMSD, or
 - (3) The following table:

Green Infrastructure	Unit Detention Volume
Bioswale	7.5 gallons per square foot
Cistern	Capacity of cistern
Constructed wetlands	8.3 gallons per square foot
Green roof	1.0 gallons per square foot
Native landscaping	0.4 gallons per square foot
Porous pavement	3.0 gallons per square foot
Rain garden	4.4 gallons per square foot
Rain barrel	Capacity of barrel
Tree	25 gallons per tree

- (4) Green infrastructure shall be constructed according to the technical standards identified in Section C.1 below.
 - (5) The new impervious surface or an equivalent impervious area shall drain to the green infrastructure installed
8. Swale treatment for transportation facilities shall be in accordance with Section 13.106(m) of the Oak Creek Municipal Code. The minimum longitudinal slope shall be 1%.
 9. Fueling and vehicle maintenance areas – BMPs shall be designed, installed and maintained to reduce petroleum within runoff to the maximum extent practicable such that the runoff entering waters of the state contains no visible petroleum sheen. A combination of the following BMPs may be used: oil and grease separators, canopies, petroleum spill cleanup materials or any other structural or non-structural method of preventing or treating petroleum in runoff.

C. Standards

1. Technical standards approved by the City of Oak Creek or identified, developed or disseminated by the Wisconsin Department of Natural Resources under subchapter V of chapter NR-151 of the Wisconsin Administrative Code shall be used in designing water quality and infiltration components of storm water management practices. The technical standards can be referenced at the following website: http://dnr.wi.gov/topic/stormwater/standards/postconst_standards.html, or subsequent locations identified by the DNR.
2. **Floodplains**
 - a. Dikes and flood walls shall not be used to facilitate new development in the floodplain. New development in floodplains shall only be on engineered fill. Where dikes or flood walls are used to protect human life in existing development, the minimum dike or flood wall top elevation shall be determined using whichever of the following produces the highest profile:
 - (1) The 100-year recurrence interval flood profile plus 3' of freeboard.
 - (2) The 500-year recurrence interval flood profile.
 - b. Reduced regulatory flood protection elevations and accompanying reduced floodway or floodplain areas resulting from any proposed dikes, floodwalls, storage ponds, or channel modifications shall not become effective for the purposes of land use regulation until the storage facilities are actually constructed, operative, and approved.

- c. Any loss of flood storage from the floodplain due to filling shall be compensated at a ratio of not less than 1.1:1. All compensatory storage must be hydraulically equivalent for the 10-year and 100-year recurrence interval flood discharge.

3. Miscellaneous

- a. Storm water management practices outlet structures.
 - (1) Outlet structures shall be 3 (three) inches in diameter or larger.
 - (2) Outlet structures 6 (six) inches or smaller shall be protected from clogging due to ice formation or trash build-up by incorporating hoods, trash racks or submerged outlets into the design.
- b. Interior side slopes of storm water management facilities shall be 4:1 or flatter.
- c. Existing and proposed right-of-way shall not be used or considered as a detention facility or to supplement a detention facility.
- d. Existing and proposed parking facilities may be used as part of detention facility provided that the inundation depth does not exceed 6 (six) inches at any point over the paved surface.
- e. A corridor at least 20-feet wide shall be provided for access to storm water management practices. The access corridor may be provided by easement, outlot or right-of-way. The slope on the access corridor shall not exceed 10% in any direction and shall be free of obstructions.
- f. Detention basins designed as part of a development creating more than one parcel shall be placed in an outlot.
- g. The bottoms of all dry detention basins shall have a minimum 1% slope, and a low flow pilot channel or underdrain incorporated into the design.

4. Submittal Requirements

- a. Storm Water Management Permit
 - (1) Completed storm water management permit application and applicable fee.
 - (2) Storm water management report stamped by a Professional Engineer (pdf format).
 - (3) Site and drainage map (pdf format).
 - (4) One copy of the Soil and Site Evaluation Report (pdf format).
 - (5) One complete set of civil drawings (pdf format).
 - (6) Erosion control plan, soil loss calculations and schedule (pdf format).
 - (7) Signed maintenance agreement.
- b. Green infrastructure Permit
 - (1) Completed green infrastructure permit application and applicable fee.
 - (2) Site and drainage map showing the new impervious surface, green infrastructure and tributary area (pdf format).
 - (3) Calculations showing the detention volume needed and the retention volume provided.
 - (4) A maintenance plan.

5. **Operation and Maintenance** - An operation and maintenance plan shall be developed that is consistent with the purposes of the practices incorporated, its intended life, safety requirements and the criteria for its design. The plan shall address the responsible party for operation, maintenance, and documentation of the plan. The plan shall also include details on inspecting sediment depths, frequency of sediment removal, inlet and outlet maintenance, keeping embankments clear of woody vegetation, keeping the practice clean from trash and debris, mowing and providing access to perform the operation and maintenance activities. At a minimum, storm water management facilities shall be maintained to the standards outlined in the following tables:

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	If 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.
	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 Structures	Debris and Sediment	Sediment and/or debris clogging more than 10% of the structure opening.	No clogging or blockage in the inlet and outlet structures.
	Damaged Pipe	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.

RAIN GARDEN 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	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.
Inlet/ Outlet Pipe	Debris and Sediment	Trash, debris, sediment or vegetation blocking or clogging more than 10% of the pipe opening.	No clogging or blockage in the inlet and outlet/overflow 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.	
Garden/Ponding Area	Sediment Accumulation	Sediment depth exceeds 2-inches.	Remove sediment deposits and restore landscaping as necessary.
	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 flow width.
	Weeds	Weed growth in garden.	Weeds removed by hand. Uniform layer (3") of shredded woods chips placed over exposed soil until plants fill out garden.
	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 in the garden between storms and does not drain freely.	Sediment or debris blockages are removed. Check underdrain cleanouts, outlet pipes and downstream conveyance system for obstructions. Loosen bare soil areas and add a layer of shredded wood chips or compost to prevent the surface from sealing.
	Drought	Rainfall less than an inch per week when the garden is being established.	Garden is watered twice per week until plants are established.
Extended periods of drought after the garden is established.		Garden is watered about one inch per week.	
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.	

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.	

PERMEABLE PAVEMENT MAINTENANCE STANDARDS

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Pavement Surface	Pavement Condition	Check surface for settlement, deformation or cracking	Repair any settlement, deformations or cracking that are significant enough to adversely impact the water quality function of the system.
	Permeable Surface Clogged	Sediment accumulation or evidence of water ponding on pavement surface	Remove sediment and clean pavement surface with regenerative air or vacuum sweeper at least twice each year. Permeable pavers/blocks with joints that are filled with aggregate – replenish the joint aggregate in accordance with industry recommendations. Porous asphalt and pervious concrete – repairs may be done with conventional impervious materials if repair areas do not exceed 10% of original permeable surface and repair areas run on to adjacent permeable areas.
	Run-on Areas	Excessive sediment depositing on pavement surface	Stabilize and provide adequate ground cover on all areas draining to permeable pavement.
Subgrade	Adequate Infiltration	Inspect observation wells within 72 hours after a rain event of 0.5 inches or greater for adequate infiltration into the soil subgrade.	No standing water in subgrade.
	Outfalls and Underdrains	Outfall drainage blocked, restricted or eroded	Outfalls and underdrains freely drain during and after rainfall events.

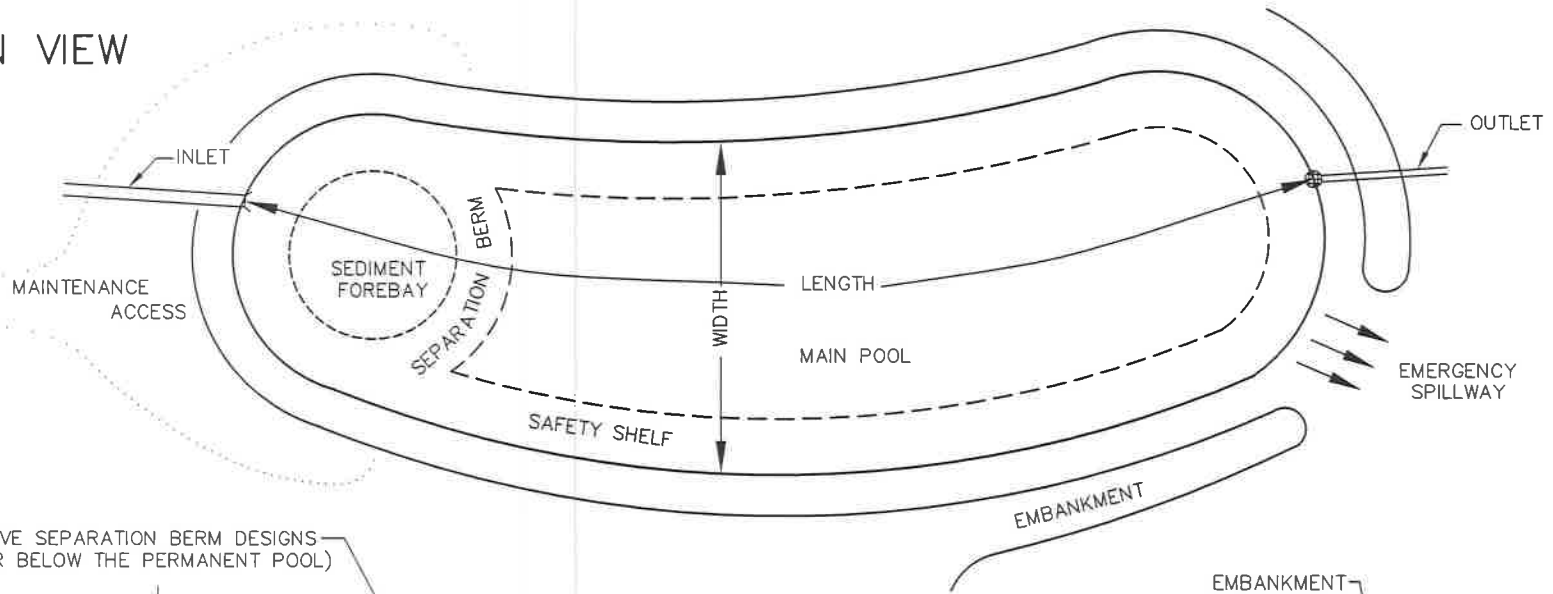
The following activities shall be prohibited from occurring on the permeable pavement surface:

- Temporary or permanent stockpiling of soil or other material that can potentially cause or contribute to clogging.
- Application of seal coating.
- Application of sand for deicing.

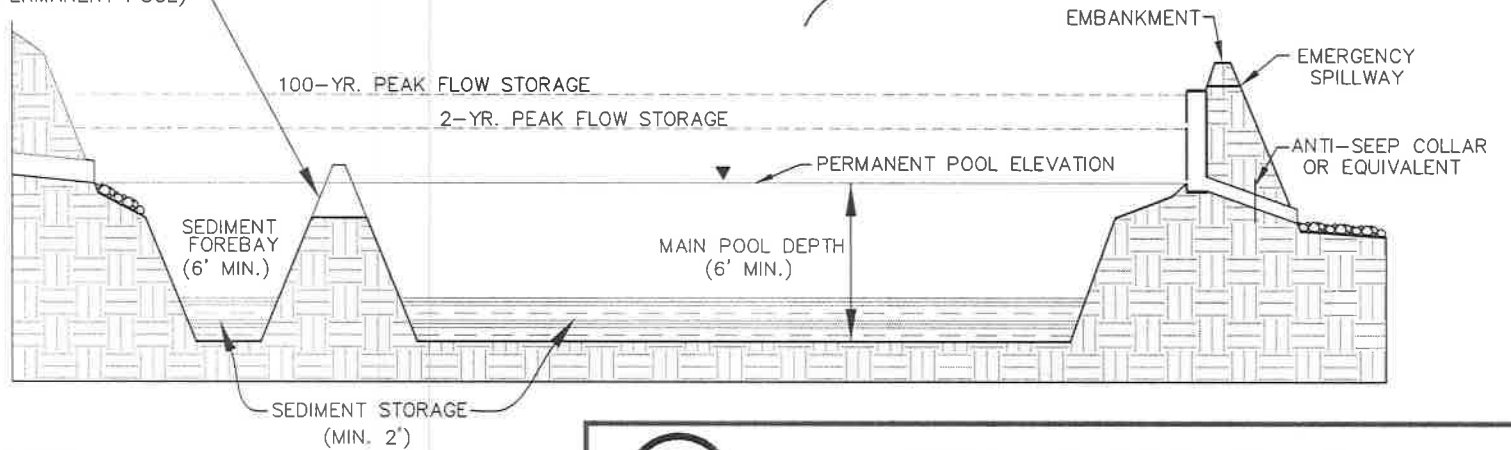
OIL AND SEDIMENT SEPARATOR MAINTENANCE STANDARDS

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Wet vault/tank	Trash & Debris accumulation	Trash and debris accumulated in vault, pipe or inlet/outlet, (includes floatables and nonfloatables).	Remove trash and debris from vault.
	Sediment Accumulation in Vault/tank	Sediment accumulation in vault bottom exceeds 8-inches in depth.	Remove sediment from vault.
	Damaged Pipes	Inlet/ outlet piping damaged or broken and in need of repair.	Pipe repaired and/ or replaced.
	Joints Between Tank Sections	Any crack allowing material to be transported into facility.	All joints between tank sections are sealed.
	Vault/tank Structure Damaged	Vault: Cracks wider than 1/4-inch and any evidence of soil particles entering the structure through the cracks, or maintenance/ inspection personnel determines that the vault is not structurally sound.	Repair cracks wider than 1/4-inch at the joint of the inlet/ outlet pipe. Make repairs so that vault is structurally sound.
	Baffles	Baffles corroding, cracking, warping and/ or showing signs of failure as determined by maintenance/ inspection staff.	Repair or replace baffles to specifications.
	Oil Accumulation	Oil accumulation that exceeds 1-inch at the water surface or inspection/cleanout port.	Extract oil from vault by vactoring methods. Clean coalescing plates by thoroughly rinsing and flushing. Should be no visible oil depth on water.
Manhole	Cover Not in Place	Cover is missing or only partially in place. Any open manhole requires maintenance.	Manhole is closed.
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying 80 pounds of lift. Intent is to keep cover from sealing off access to maintenance.	Cover can be removed and reinstalled by one maintenance person.
	Access Ladder Damage	Ladder is corroded or deteriorated, not functioning properly, missing rungs, has cracks and/ or misaligned. Confined space warning sign missing.	Ladder replaced or repaired to specifications, and is safe to use as determined by inspection personnel. Replace sign warning of confined space entry requirements.

PLAN VIEW



ALTERNATIVE SEPARATION BERM DESIGNS
(ABOVE OR BELOW THE PERMANENT POOL)



CROSS SECTION



City of Oak Creek
Engineering Department

Drawn By: PJB

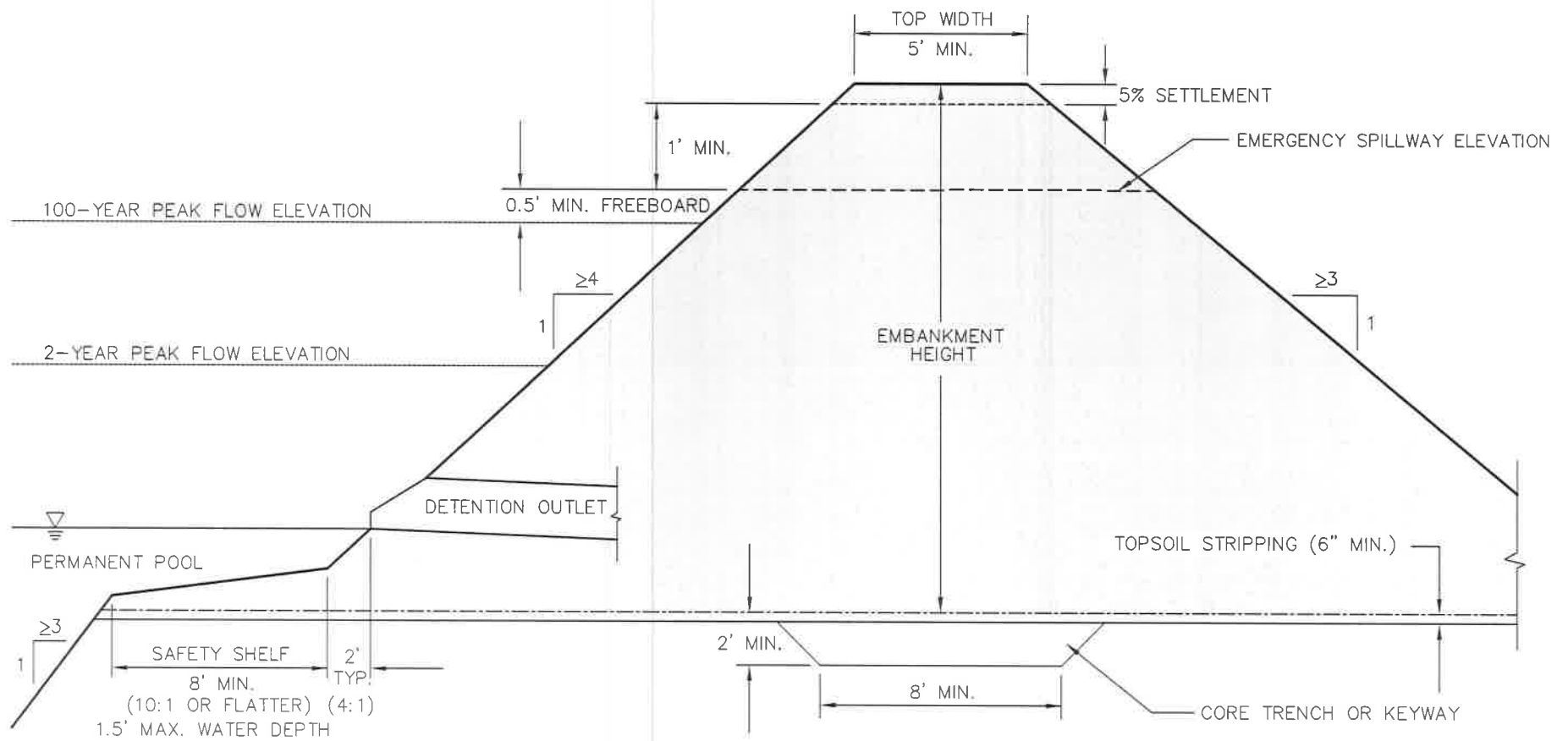
Scale: N.T.S.

Appv. By: MCS

Date: 1/19/17 (Revised)

CONCEPTUAL WET DETENTION BASIN

ST-28



City of Oak Creek
Department of Public Works

Drawn By: PJB

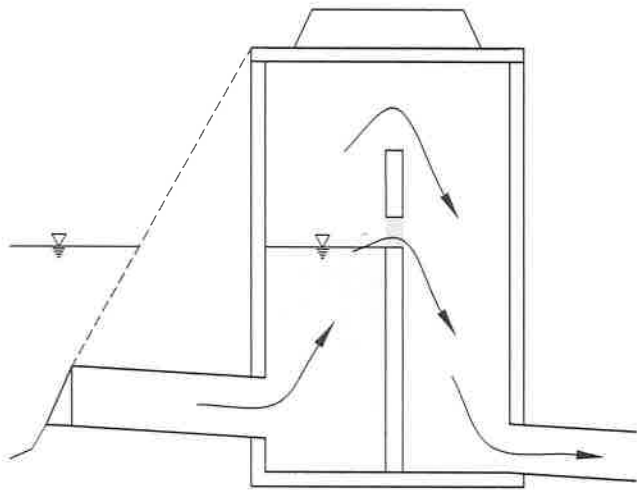
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Appv. By: MCS

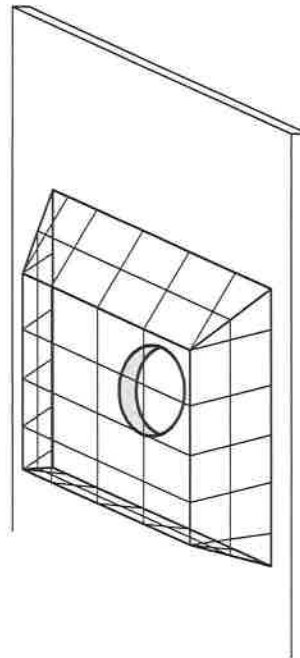
Date: 1/20/17

WET DETENTION BASIN CROSS SECTION

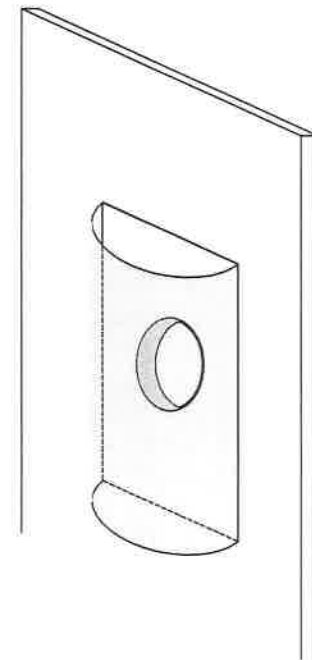
ST-29



SUBMERGED OUTLET*



TRASH RACK*



HOOD/SHIELD*

*DETAILS OF DESIGN (MATERIALS, SIZE, SPACING, GAGE, MOUNTING HARDWARE, ETC.) NEED TO BE SPECIFIED ON PLAN DETAILS.



*City of Oak Creek
Engineering Department*

Drawn By: PJB

Scale: N.T.S.

Appv. By: MCS

Date: 1/19/17 (Revised)

NON-CLOGGING OUTLET DESIGNS

ST-30

COMMON COUNCIL REPORT

Item: Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the City of Oak Creek to recognize joint TMDL implementation initiatives

Recommendation: That the Common Council adopts Resolution No. 12090-082019, a resolution approving and authorizing the execution of an Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the City of Oak Creek to recognize joint TMDL implementation initiatives.

Fiscal Impact: None.

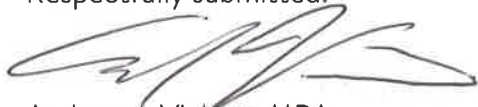
Critical Success Factor(s):

- 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: Total Maximum Daily Loads (TMDL) are EPA approved allowable pollutant loads developed for impaired waterbodies. The Oak Creek is in the early development stage of TMDL's. The purpose of this Intergovernmental Cooperation Agreement (ICA) is to allow Oak Creek to realize improvements in other municipalities and improvements made by the MMSD as steps towards TMDL's compliance in the future. There is no cost associated with the ICA and Oak Creek can withdraw from it by notifying the MMSD by letter.

Options/Alternatives: Not to enter into this ICA may result in Oak Creek not fully benefiting from improvements implemented by the MMSD towards TMDL compliance in the future.

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. 12090-082019

BY: _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT AND THE CITY OF OAK CREEK TO RECOGNIZE JOINT TMDL IMPLEMENTATION INITIATIVES

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the City of Oak Creek to recognize joint TMDL implementation initiatives (the "Agreement") is hereby approved.

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

BE IT FURTHER RESOLVED that technical corrections or amendments to the Agreement that do not substantively change the terms of the Agreement and that are approved by the Environmental Design Engineer, City Administrator and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of August, 2019.

Passed and adopted this 20th day of August, 2019.

President, Common Council

Approved this 20th day of August, 2019.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

**Intergovernmental Cooperation Agreement
between the Milwaukee Metropolitan Sewerage District and the
City/Village/Town
to Recognize Joint TMDL Implementation Initiatives**

1. Parties

This Intergovernmental Cooperation Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and each signatory City/Village/Town (Municipality), acting through its chief executive, each as authorized by his or her respective governing body.

2. Purpose

The purpose of this Agreement is to establish a policy of collaboration between the District and the Municipality in their joint efforts to meet the requirements and goals of their respective permits and the recently completed Milwaukee Total Maximum Daily Load (TMDL) analysis for the District's jurisdictional streams. The District, pursuant to its WPDES Permit, and the Municipality, pursuant to its MS4 permit, enter into this agreement to, *inter alia*, move towards making progress on the TMDL requirements for local waterways as soon as possible. Each such effort shall be implemented through treatment plant, conveyance, watercourse, green infrastructure and watershed management projects (Projects). In order to document progress towards applicable TMDL reduction, the District and the Municipality hereby implement this Agreement, as approved by the District Commission, pursuant to the terms herein.

3. Basis for this Agreement

- A. Municipality has the ability to petition the Wisconsin Department of Natural Resources (DNR) to count towards regulatory compliance the District projects for which they, as a contributing member of the District, provide financial contribution; and
- B. Municipality has the ability to petition the DNR to count other Municipal projects where another Municipality has signed onto this Agreement as contributing towards as steps towards regulatory compliance; and
- C. The District and municipalities work collaboratively to address requirements from the Environmental Protection Agency (EPA) and DNR to improve the health of tributary watersheds while providing wastewater treatment and reclamation services, reducing overall pollutant loads, reducing flooding, and making progress toward general pollution reduction; and
- D. Recognizing watershed health, through biological and chemical indicators, is a reliable indicator of TMDL compliance progress and is less influenced by short-term variables than other commonly used water quality indicators; and

- E. The Municipality funds watershed work (via property tax for Member Communities or a capital charge in lieu of a property tax for Non-Member Communities); and
- F. Because overall reduction of watershed impairments and pollutant loads, and improved watershed biological health and biodiversity, is a result of certain treatment plant, conveyance, watercourse flood management and green infrastructure projects; and
- G. This Agreement will spell out the duties and obligations of the District and Municipality to collaboratively work together to implement water quality improvements that help the region meet water quality goals; and
- H. The District understands that the work the Municipality is implementing will assist in reducing surface flooding and reducing the pollutant loads to the rivers; and
- I. The Municipality understands that the work the District is implementing will assist them in reducing surface flooding and reducing the pollutant runoff loads to the rivers; and
- J. The Municipality is a party to this agreement with the District and wishes to count the work implemented by the District towards attaining compliance with its regulatory requirements; and
- K. Due to watercourse credits and green infrastructure credits, each municipality provides different levels of financial contributions to the District; and
- L. Nothing in this Agreement replaces or supersedes any independent obligation of the parties to reduce their respective contribution of pollutant loading to receiving waters prescribed under the TMDLs and improve overall watershed health and biodiversity. This Agreement merely acts as a supplement to, not a replacement of, those efforts and obligations.

4. District Responsibilities

The District will:

- A. continue to implement improvements to the Metropolitan Interceptor Sewer system, the Water Reclamation Facilities, and jurisdictional streams through flood management projects (including green infrastructure), and provide funding to municipalities who elect to participate in and implement stormwater management through green infrastructure and inflow reduction through private property inflow and infiltration; and
- B. provide each Municipality with a summary of projects implemented that year that impact water quality and achieve steps towards compliance with the TMDLs and

improved water quality. As part of the report, the District will identify each municipality's financial participation towards each project.

5. City/Village/Town Responsibilities

- A. The Municipality must be a contributing member of the District to count the work of the District as part of its regulatory compliance; and
- B. If the Municipality receives a watercourse credit, it cannot count the District's work in the credited watershed as part of its regulatory compliance regimen; and
- C. If the Municipality receives a green infrastructure credit, it cannot count other municipality or the District's work implementing green infrastructure as part of its regulatory compliance.

6. Effective Dates

This Agreement becomes effective on the date all parties have executed and shall remain in effect until it is terminated by either party, pursuant to Paragraph 12, or until any party advises the other, in writing, that it has achieved TMDL compliance.

7. Notices

- A. The District will provide notices to:

Municipality's Department of Public Works or Municipal Engineer

- B. The Municipality will provide notices to:

Susan Coyle, Hydraulic Modeler & Analyst
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446
scoyle@mmsd.com
414-225- 2086

- C. The District will provide executed copies of the notices electronically to:

Benjamin Benninghoff, NR Basin Supervisor
Wisconsin Department of Natural Resources
2300 N. Dr. Martin Luther King Jr. Drive
Milwaukee, Wisconsin 53212
benjamin.benninghoff@wisconsin.gov
414-263-8576

8. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by all Parties.

9. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement continues in effect.

10. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

11. Resolving Disputes

If a dispute arises under this Agreement, the Parties agree to use their best efforts to cooperatively resolve any disputes. In the event the Parties are at impasse, either Party may terminate the Agreement in accordance with Paragraph 12 herein.

12. Termination

Either Party may terminate this Agreement at any time. To terminate this Agreement, a Party will provide written notice to the other Party. This notice will indicate the effective date of termination and the reasons for termination. A party opting out of the Agreement may, with the consent of both parties, opt back in.

13. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

14. Authority of Signatories

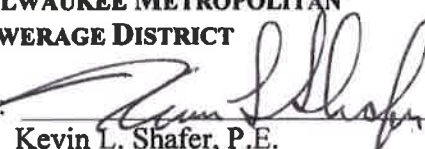
Each person signing this Agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

15. Indemnification

The District and the Municipality will be liable for their own negligent acts, errors, and omissions. If litigation requires one Party to respond for the acts, errors, or omissions of the other Party, then the other Party will hold the responding Party harmless for any losses, damages, costs, or expenses, including, but not limited to, reasonable attorney's fees and litigation expenses.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY/VILLAGE/TOWN/COUNTY

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

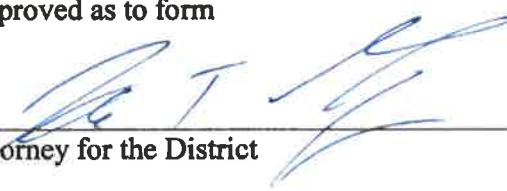
By: _____
Samuel Dickman
Village President
Village of Bayside

Date: 5/22/18

Date: _____

Approved as to form

Approved as to form



Attorney for the District

Attorney for the Village of Bayside

By: _____
Steve Ponto
Mayor
City of Brookfield

Date: _____

Approved as to form

Attorney for the City of Brookfield

By: _____
Carl Krueger
Village President
Village of Brown Deer

Date: _____

Approved as to form

Attorney for the Village of Brown Deer

By: _____
Patricia Tiarks
Village President
Village of Butler

Date: _____

Approved as to form

Attorney for the Village of Butler

By: _____
Jim Dobbs
Village President
Village of Caledonia

Date: _____

Approved as to form

Attorney for the Village of Caledonia

By: _____
John Hoenfeldt
Mayor
City of Cudahy

Date: _____

Approved as to form

Attorney for the City of Cudahy

By: _____
Neil Palmer
Village President
Village of Elm Grove

Date: _____

Approved as to form

Attorney for the Village of Elm Grove

By: _____
Douglas Frazer
Village President
Village of Fox Point

Date: _____

Approved as to form

Attorney for the Village of Fox Point

By: _____
Steve Olson
Mayor
City of Franklin

Date: _____

Approved as to form

Attorney for the City of Franklin

By: _____
Dean Wolter
Village President
Village of Germantown

Date: _____

Approved as to form

Attorney for the Village of Germantown

By: _____
Bryan Kennedy
Mayor
City of Glendale

Date: _____

Approved as to form

Attorney for the City of Glendale

By: _____
Jim Birmingham
Village President
Village of Greendale

Date: _____

Approved as to form

Attorney for the Village of Greendale

By: _____
Michael Neitzke
Mayor
City of Greenfield

Date: _____

Approved as to form

Attorney for the City of Greenfield

By: _____
Dan Besson
Village President
Village of Hales Corners

Date: _____

Approved as to form

Attorney for the Village of Hales Corners

By: _____
Dave Glasgow
Village President
Village of Menomonee Falls

Date: _____

Approved as to form

Attorney for the Village of Menomonee Falls

By: _____
Dan Abendroth
Mayor
City of Mequon

Date: _____

Approved as to form

Attorney for the City of Mequon

By: _____
Tom Barrett
Mayor
City of Milwaukee

Date: _____

Approved as to form

Attorney for the City of Milwaukee

By: _____
Kathy Chiaverotti
Mayor
City of Muskego

Date: _____

Approved as to form

Attorney for the City of Muskego

By: _____
Dave Ament
Mayor
City of New Berlin

Date: _____

Approved as to form

Attorney for the City of New Berlin

By: _____
Daniel Bukiewicz
Mayor
City of Oak Creek

Date: _____

Approved as to form

Attorney for the City of Oak Creek

By: _____
J. Stephen Anderson
Village President
Village of River Hills

Date: _____

Approved as to form

Attorney for the Village of River Hills

By: _____
Ken Tutaj
Mayor
City of St. Francis

Date: _____

Approved as to form

Attorney for the City of St. Francis

By: _____
Allison Rozek
Village President
Village of Shorewood

Date: _____

Approved as to form

Attorney for the Village of Shorewood

By: _____
Van Mobley
Village President
Village of Thiensville

Date: _____

Approved as to form

Attorney for the Village of Thiensville

By: _____
Kathy Ehley
Mayor
City of Wauwatosa

Date: _____

Approved as to form

Attorney for the City of Wauwatosa

By: _____
Dan Devine
Mayor
City of West Allis

Date: _____

Approved as to form

Attorney for the City of West Allis

By: _____
John Stalewski
Village President
Village of West Milwaukee

Date: _____

Approved as to form

Attorney for the Village of West Milwaukee

By: _____
Julie Siegel
Village President
Village of Whitefish Bay

Date: _____

Approved as to form

Attorney for the Village of Whitefish Bay



COMMON COUNCIL REPORT

Item: Comprehensive Plan Amendment - 8100 & 8146 S. 27th St. and 8100 S. Orchard Way

Recommendation: That the Council adopts Ordinance 2947, adopting an amendment to the Comprehensive Plan for the properties at 8100 and 8146 S. 27th St. and 8100 S. Orchard Way.

Fiscal Impact: The amendment to the Comprehensive Plan is the first of many steps in the entitlement process to allow development on these properties. Approval would give the Council the discretion to approve land uses at these locations that may enhance the tax base. Impact fees and permit application fees from the (re)development of the properties would provide additional positive fiscal impact for the City. These properties are 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 that the Planned Land Use category and map in the Comprehensive Plan for the properties at 8100 and 8146 S. 27th St. and 8100 S. Orchard Way are amended from “Single Family Residential” to “Mixed Residential” in anticipation of a future multifamily residential development plan for the properties. Council may recall that this request was reviewed at a Plan Commission public hearing on May 14, 2019, resulting in a 4-2 vote. Per Wis. Stats. 62.23(3)(b), adoption of any amendment must be by a majority approval of the entire Plan Commission. As there were three (3) Commissioners absent from that meeting, the request was denied (a total of 5 votes would have been required). The Applicant has resubmitted a new, identical request for consideration by the Plan Commission and Common Council.

Parcels in the area of the subject parcels in this request are currently identified in the Comprehensive Plan as “Planned Business,” “Single Family Residential,” “Mixed Residential,” and “Limited Development Area.” Existing uses in the immediate area include commercial, residential and Falk Park to the north and east; Colonial Woods to the south; and a mix of uses across 27th Street in Franklin.

Amending the Planned Land Use category and map in the Comprehensive Plan to “Mixed Residential” for the properties would allow for future consideration of development proposals. It should be clearly understood that consideration of the proposed Comprehensive Plan amendment does not constitute endorsement of any concept plan that has previously been submitted for the property. If the Comprehensive Plan amendment were to be adopted, there would still be multiple steps involved in an entitlement process for any development taking place on the property. This would include, but may not be

limited to, rezoning; planned unit development; land division; vacation of right-of-way; and ultimately review of site, architectural, landscape, and lighting plans.

The future land use map identifies these parcels as “Single Family Residential.” To provide some historical context, these properties were approved and (a portion) platted for a condominium development called Colonial Woods. The first phase of that development was completed, but subsequent phases were not. It was for that reason the zoning on the property reverted to its present A-1, Agricultural zoning. Still, this previous development proposal, albeit at densities significantly less than those proposed by the current developer, does give some insight into the intent of the previous Plan Commission and Council as it relates to the future land use in this part of the 27th Street corridor.

In February of 2005, the Council adopted Resolution No. 10458-020105, adopting the 27th Street Corridor Plan. That Plan, an excerpted section of which is presented as an attachment to this report, identifies this area for Mixed Residential development, but does suggest that portions of the 27th Street frontage may be appropriate for Mixed Use Commercial development.

In March of that same year, the Council adopted Resolution No. 10493-031505, adopting the South 27th Street Subarea Plan. This Plan provides a more detailed glimpse at the vision for 27th Street in that area. It also anticipated Mixed Residential development in the area, but with a more significant Mixed Commercial presence along 27th Street. In fact, this Plan identifies the (approximately) westerly 500 feet of the subject property for a Mixed Commercial designation. It also prescribed a plan for an internal roadway network that formed the basis for the 27th Street Access Management Plan, which was adopted by the City in February of 2006.

Central to the understanding of “Mixed Residential” within the context of the Comprehensive Plan is a recognition of those physical and design characteristics envisioned by those earlier corridor plans. Those characteristics are identified as part of the text of the 27th Street Subarea Plan, a portion of which is attached to this staff report.

While staff is generally supportive of a “Mixed Residential” land-use designation for portions of properties in this area, the concept plans submitted as part of the request include several areas for which staff have been working closely with the Applicant and their consultants to address prior to submission of anticipated rezoning, Planned Unit Development, and detailed site plans. It is important to note that the Council is NOT reviewing this concept plan as part of the proposed Comprehensive Plan amendment, and that a recommendation for a particular land use is not an endorsement of any concept plan. However, it does provide some context for which to discuss the appropriate scope of “Mixed Residential” development within the corridor. These include:

- Appropriate density – The proposed concept plan illustrates 264 units on the 24.6-acre property, a gross density of 10.7 units per acre. Excluding the approximately 7-acre wetland area, the proposed net density calculates to 15 units per acre. This will be a significant point of discussion for the anticipated Planned Unit Development application, as it is substantially higher than the net density for the original Colonial Woods development proposal (5.9 units per acre) or the recently approved Orchard Hills development (11.5 units per acre).
- Status of dedicated right-of-way and connection to 27th Street – Realignment of the dedicated right-of-way for South Orchard Way may require vacating a portion of that right-of-way. Under this proposal, the connection to South 27th Street would be private, but within a public access easement.

-
- Encroachment into tree preservation area – The original Colonial Woods approval included a tree preservation area along the easterly 50 feet of the property. The concept plan illustrates a detention basin within this area. Any grading within this area would need to be approved by the City Engineer and City Forester.

Resolution of these areas of concern is prerequisite to future reviews of any rezoning or Planned Unit Development requests.

Ultimately a land use designation of “Mixed Residential” makes sense on significant portions of this property (less the area adjacent to 27th Street – which likely should be Mixed Commercial) provided that whatever development that takes place in accordance with the adopted comprehensive plan and future land use map adheres to the design guidelines established by the prior 27th Street Plans. Those standards and guidelines would apply to any developer of properties in the corridor.

These properties are not among the priority sites listed for single family residential development as referenced by the Strategic Action Plan adopted by the City in 2017.

The State of Wisconsin Smart Growth Law requires that all local land use decisions after January 1, 2010 must be consistent with the objectives, goals, and policies contained within the comprehensive plan. Approval of these changes to the Comprehensive Plan would bring the Comprehensive Plan in line with the intent and goals for future development of the properties at 8100 & 8146 S. 27th St. and 8100 S. Orchard Way.

The Plan Commission reviewed this request during a hearing at their August 13, 2019 meeting. The resolution approved at the hearing incorporated “Planned Business” for the westerly 300 feet of the properties along 27th Street, and “Mixed Residential” for the remainder of the 3 parcels. This is reflected in the approval recommendation and motion above.

Options/Alternatives: This is the first step in allowing additional reviews to occur. Should the request not be approved, the Applicant may choose to substantially amend the request for reconsideration. Disapproval would likely result in the existing vacant and underutilized conditions of the properties to remain.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Prepared:



Kari Papelbon, CFM, AICP
Planner

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments: Ord. 2947

Location Map

Narrative

27th Street Corridor Plan map

27th Street Subarea Plan map and guidelines

ORDINANCE NO. 2947

BY: _____

AN ORDINANCE ADOPTING AN AMENDMENT TO THE COMPREHENSIVE
PLAN FOR THE CITY OF OAK CREEK, WISCONSIN

8100 and 8146 S. 27th St. and 8100 S. Orchard Way

(1st Aldermanic District)

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

SECTION 1: Pursuant to Section 62.23 of the Wisconsin Statutes, the City of Oak Creek is authorized to prepare and adopt a comprehensive plan and an amendment to a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

SECTION 2: The Common Council, by the enactment of Ordinance No. 2090, formally adopted the document titled "A Comprehensive Plan for the City of Oak Creek" on April 1, 2002.

SECTION 3: The City of Oak Creek published a Class 1 public notice on June 26, 2019, and held a public hearing before the Plan Commission on August 13, 2019.

SECTION 4: The Plan Commission, by a majority vote of the entire Commission at a meeting held on August 13, 2019, adopted Resolution No. 2019-03, amending the adopted Comprehensive Plan for the City of Oak Creek from "Single Family Residential" to "Planned Business" for the westerly 300 feet of the properties at 8100 and 8146 S. 27th St. and "Mixed Residential" for the remainder of the properties at 8100 and 8146 S. 27th St. and 8100 S. Orchard Way, and recommending that the Common Council adopt the amendment to the Comprehensive Plan by ordinance.

SECTION 5: The Common Council hereby adopts the proposed amendment to the Comprehensive Plan for the City of Oak Creek from "Single Family Residential" to "Planned Business" for the westerly 300 feet of the properties at 8100 and 8146 S. 27th St. and "Mixed Residential" for the remainder of the properties at 8100 and 8146 S. 27th St. and 8100 S. Orchard Way.

SECTION 6: Except as herein modified, the Comprehensive Plan dated April 1, 2002 shall remain in full force and effect.

SECTION 7: The City Clerk is directed to send a copy of this ordinance and the Comprehensive Plan amendment to the parties listed in Section 66.1001(4)(b) of the Wisconsin Statutes.

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

Introduced this ____ day of _____, 2019.

Passed and adopted this 20th day of August, 2019.

President, Common Council

Approved this 20th day of August, 2019.

Mayor

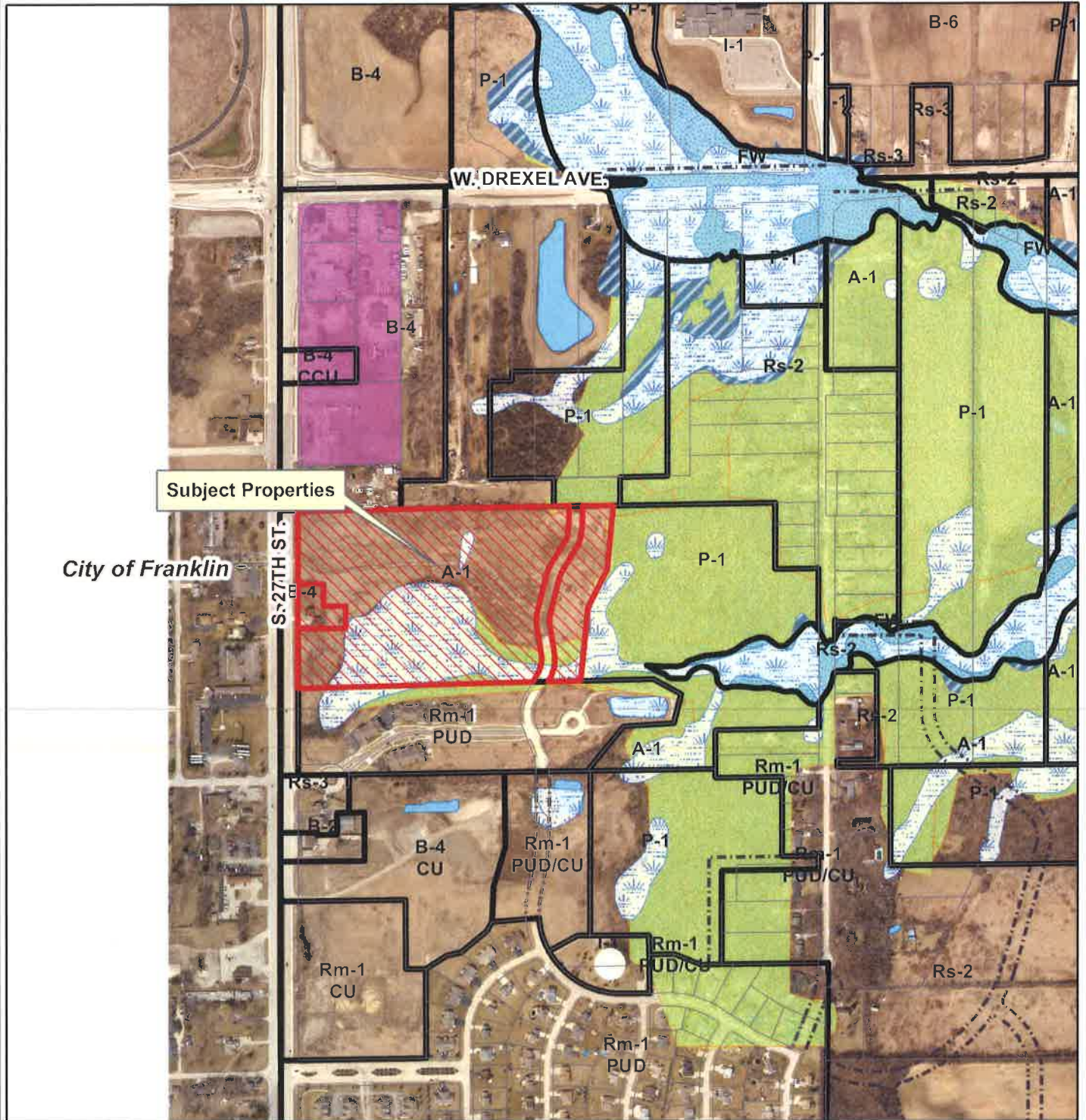
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

8100 & 8146 S. 27th St. and 8100 S. Orchard Way



Subject Properties

City of Franklin

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



Department of Community Development



Legend

- | | | | |
|--|-------------------------|--|----------------------------|
| | Subject Properties | | C-1, Shoreland Welland |
| | Official Street Pattern | | FF, Flood Fringe |
| | DNR Welland Inventory | | Lakefront Overlay |
| | Floodplain (2008) | | NO, Mixed Use Neighborhood |
| | Floodway (2008) | | OO, Mixed Use Office |
| | Environmental Corridor | | RR, Regional Retail |

COMPREHENSIVE PLAN AMMENDMENT

8100 S. 27th Street

Oak Creek, Wisconsin

CONTENTS:

- PAGE 2 PROJECT TEAM
- PAGE 3 PROJECT LOCATION & GENERAL DESCRIPTION
- PAGE 4 LEGAL DESCRIPTION & EXISTING CONDITIONS PLAN
- PAGE 5 COMPREHENSIVE PLAN AMENDMENT
- PAGE 5 LAND USE
- PAGE 6 ECONOMIC & SOCIAL IMPACTS
- PAGE 6 PROJECT IMPLEMENTATION
- APPENDIX 'A' DEVELOPMENT PLANS

PROJECT TEAM:



Decker Properties, Inc
250 N. Sunny Slope Road #290
Brookfield, W 53005
Contact: David Decker (612) 202-1577



JLA Architects + Planners
2418 Crossroads Drive, Suite 2300
Madison, Wi 53718
Contact: Marc Ott (608) 241-9500



Excel Engineering
100 Camelot Drive
Fond du Lac, Wi 54935
Contact: Eric Drazkowski (920) 322-1678

PROJECT LOCATION & GENERAL DESCRIPTION

8100 S. 27th Street will be a high-quality multi-family residential community with a wide variety of dwelling types and price points.

Surrounding Context

The project site is located just south of W. Drexel Avenue. There is heavily wooded lots to the east, the Colonial Woods residential to the south, and commercial used to the north.

Existing Features and Topography

The site contains a large wetland at the south of the site central, although the wetland is often dry.

There are some low trees around the north perimeter of the wetland. The remainder of the site is currently overgrown prairie grasses.

The site slopes from the north to the south wetland, and from the west to the east.



LEGAL DESCRIPTION & EXISTING CONDITIONS PLAN

Part of Certified Survey Map Number 7769
NW 1/4 SEC 18-5-22 LOT 1 EXC Colonial Woods
Condominiums (24.60 Acres)

Tax Key 8109012001

Containing 1,071,387 square feet
or 20.64 acres,



COMPRESHENSIVE PLAN AMMENDMENT

The applicant is requested an amendment of the comprehensive plan to Mixed Residential. If approved the applicant will be moving forward with a future conditional use application.

LAND USE

When complete, this project will contain a variety of multi-family residential dwelling units. This 24.60 acre parcel will be consistent with the zoning standards for Multi-Family Residential Use. At the time of this submittal we are anticipating 264 total dwelling units, along with their associated common amenity spaces. At the time of this submittal our proposed units are as follows:

- 1 Bedroom Units: 92 (35%)
- 1 Bedroom + Den: 16 (6%)
- 2 Bedroom Units: 132 (50%)
- 3 Bedroom Units: 24 (9%)

Within each unit type there will be a variety of unit sizes. This mix of unit types & sizes will serve a variety of potential residents.

In addition to the residential units themselves, the project will contain various common space amenities integrated around the site. At the time of this submittal anticipated common amenities are:

- Clubhouse w
 - Community room
 - Fitness center
 - Outdoor pool
- Community patio
- Dog run



ECONOMIC & SOCIAL IMPACTS

We believe that this project will have positive economic & social impacts on the area. In addition to the value of this specific project, the surrounding properties could realize an increase in values because of this project - thus creating additional tax revenues.

Social Impacts

Although social impacts cannot be predicted or quantified, we believe that this project will also have a positive social impact on the area.

- The addition of this quality residential community should improve the perceived image of the immediate area.
- The addition of this quality residential community will help to create workforce housing in an area of high retail employment.
- The addition of this quality residential community could serve as an example for future development - creating higher standards in design & living amenities along the S. 27th Street corridor.

PROJECT IMPLEMENTATION

The construction of the 8100 S. 27th Street is anticipated to maintain the following schedule:

Schedule

Anticipated Construction Start – 120 after final city approvals.

Anticipated Leasing – 180 days from the start of construction.

APPENDIX 'A'
DEVELOPMENT PLANS



WETLAND LINE

WETLANDS DELINEATED BY
J. SCOTT HOLTON OF
FISCH ENGINEERING, INC.
ON APRIL 20, 2017.

15' BLDG/ PAVING SETBACK

S88°38'30"W 1,272.05'

W. ORCHARD WAY

4 (A4)
6 (A4)
F.F. = 754' (+/-)
L.L. = 744' (+/-)

6 (A3)

15 (A3)

25 (A4)

A4
F.F. = 753' (+/-)
L.L. = 743' (+/-)

7 (A4)

30'
30'

B
F.F. = 741' (+/-)



588.38'30" W 1,272.05'

15' BLDG / PAVING SETBACK

W. ORCHARD WAY

WETLAND GENERATED BY
EXIST. PAVING/PAVING, INC.
ON APRIL 20, 2017.

WETLAND LINE

PT. = 743' (+/-)

LL = 743' (+/-)

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RESOLUTION NO. 2019-03

**A RESOLUTION ADOPTED BY THE PLAN COMMISSION AMENDING THE
ADOPTED COMPREHENSIVE PLAN FOR THE
CITY OF OAK CREEK, IN MILWAUKEE COUNTY, WISCONSIN**

WHEREAS, Sections 62.23 and 66.1001 of the Wisconsin Statutes establish the required procedure for a local government to adopt a Comprehensive Plan; and

WHEREAS, the City of Oak Creek Plan Commission has the authority to amend the Comprehensive Plan by resolution and also to recommend that the Common Council adopt the Comprehensive Plan; and

WHEREAS, the Decker Properties, Inc. has proposed an amendment to the "2020 Vision – A Comprehensive Plan for the City of Oak Creek" designating the properties at 8100 S. 27th St., 8146 S. 27th St., and 8100 S. Orchard Way as "Mixed Residential;" and

WHEREAS, the City has duly noticed a public hearing on the aforementioned amendment to the "2020 Vision – A Comprehensive Plan for the City of Oak Creek" and the Plan Commission has held the public hearing following the procedures in Section 66.0295(4)(d), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED that the Plan Commission of the City of Oak Creek hereby adopts an amendment to the Comprehensive Plan designating the properties at 8100 S. 27th St., 8146 S. 27th St., and 8100 S. Orchard Way as "Mixed Residential," and recognizing that the Common Council must also adopt the amendment to the Comprehensive Plan for it to become effective; and

BE IT FURTHER RESOLVED that the Secretary of the Plan Commission certifies a copy of the amendment to the Common Council; and

BE IT FURTHER RESOLVED that the Plan Commission does hereby recommend that the Common Council adopts the amendment to the Comprehensive Plan by ordinance.

Passed and adopted this _____ day of _____, 2019.

Plan Commission Chair

Attest:

Secretary of the Plan Commission



Upon development of a regulating plan the establishment of the appropriate densities for each area will become a key component for defining the character of the neighborhood. Design Guidelines should be developed to provide the proper guidance to ensure that proper development of the necessary variety and pedestrian oriented articulations occur.

NEIGHBORHOOD CENTER RESIDENTIAL:

This mixed residential area between Rawson Avenue and Drexel Avenue is intended to be the area of highest density providing housing options including, but not limited to multi-family mid-rises, town homes, two-family units and closely spaced single family homes— all of which will build towards a community rich in variety, style and character.

While the market conditions in Oak Creek remain questionable on the placement of housing over retail it is recommended that this be encouraged in development proposals but not be made a requirement of the plan.



SOUTH OF DREXEL AVENUE:

While homogenous developments are to be avoided it is understood that the market conditions for residential housing south of Drexel Avenue may tend to provide less diversity in housing typology. However, it remains crucial that variety in style and building articulations be required to provide the visual diversity throughout the development. Wooded areas are to remain preserved in this location and have a prominent focus with in proposed residential developments.

OFFICE:

GENERAL:

This plan encourages the development of single use or multi-tenant office buildings in the designated areas. The goal aims to attract Class A office users and corporations that can benefit from the proximity to the amenities proposed in the Plan as well as the proximity to major transportation corridors. Taking advantage of the proposed interchange at Drexel Avenue and I-94 there is a strong opportunity to develop office space with high visibility the remains surrounded by and engaging natural features.

While not a specific element of this plan it is recommended that further exploration be given to working a land swap with Milwaukee County for the raw,





ALTERNATIVE PLAN FOR FALK PARK EXPANSION - For discussion purposes only, not recommended as part of current vision plan.

Light Industrial

- a. Views of large structures and vehicle use areas adjacent to public streets should be minimized. Landscape buffers should be provided to the maximum extent possible. Large unarticulated building facades that face the public street should be well-landscaped to provide visual interest.
- b. Loading zones and truck parking should be located out of view of the public street.
- c. Adjacent residential areas should be significantly buffered from light industrial uses through landscaping, fencing, etc.

6.3 Mixed Density Residential/Urban Village

The mixed density residential/Urban Village design guidelines apply to residential developments and the Urban Village district.

Mixed-Density Residential

- a. A mix of housing types should be provided to help achieve the necessary visual quality and the market and economic mix. However, single family residential is generally discouraged within the study area north of Oakwood Road. As much as possible, different housing types should be intermixed throughout the neighborhood to meet the diverse needs of residents with varied ages and incomes.
- b. Creative and unique development patterns are expected. Conventional subdivisions that do not respect the area’s natural features or topography and do not create a sense of neighborhood should not be allowed.
- c. Residential structures are expected to be of high quality design and an urban appearance as suggested by the Visual Preference Survey Results. (see Appendix)
- d. Multi-unit buildings on corner lots should be designed with careful attention to architectural detail and site design since they are highly visible from adjacent streets.
- e. New and existing neighborhoods should be integrated with community commercial areas.
- f. A “build-to-line” should be created in addition to setbacks for residential buildings. Buildings should define the streetscape through the use of uniform setbacks along the build-to-line for each block.



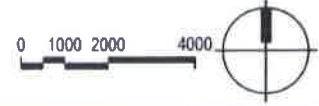
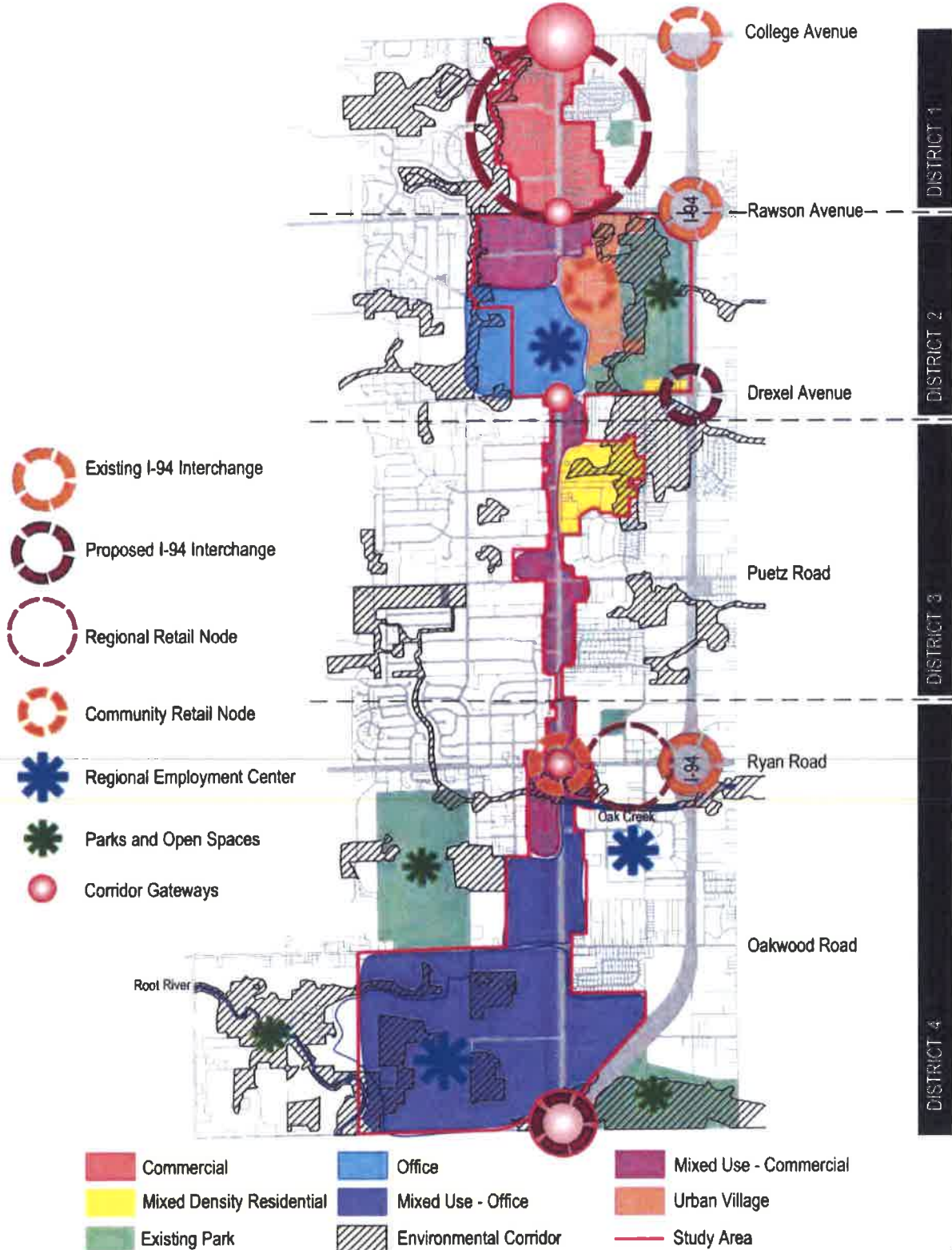
Multi-family residential structure with an urban appearance.

Franklin and Oak Creek, Wisconsin

- g. A lot with multiple buildings, such as townhouses, may be organized around features such as courtyards, or greens that encourage pedestrian activity and incidental social interaction among users.
- h. Lots for apartment or condominium buildings should balance the functional requirements of parking with the provision of pedestrian amenities. Transition areas between parking and commercial or residential uses should be carefully designed and landscaped.
- i. Courtyards or internal parks enclosed by apartment or condominium structures are highly encouraged. A logical network of walkways that connect sidewalks, common open space, and parking lots should be provided.
- j. When site conditions enable the locations of apartment or condominium buildings close to 27th Street, a landscape buffer between the street and development lot lines should be provided.
- k. Setbacks and screening should be provided between apartment or condominium buildings/parking areas and adjacent properties.
- l. Whenever possible, developments should be organized around interconnected greenways.
- m. Curb-cuts may be allowed to minimize disturbance to topography and other environmentally sensitive areas.
- n. Large expanses of one housing style or type (i.e. single family, garden apartments, duplexes, etc.) are not desirable.
- o. Neighborhood designs should encourage walking to destinations in the area. Street layouts should not be so circuitous and lacking in connections between streets that residents are forced to drive. The use of cul-de-sacs should be strongly discouraged, unless by using them, significant environmental resources are protected.
- p. In single-family and two family dwelling areas, it is expected that such dwellings will include a variety of garage placements and orientations, preferably away from the street frontage. Such variety should include a mixture of rear and side loaded garages, attached and detached garages.
- q. Front porches and stoops are strongly encouraged on both single and multi-family units.
- r. Buildings with multiple dwelling units are expected to include varied rooflines, and varied façade depths to create variety and individuality of dwelling units within the building.
- s. Underground parking is preferred for multi-unit and mixed-use residential buildings greater than eight (8) units. Where used, freestanding garages for multi-unit buildings should be designed to be integrated into the overall building design and sited so as to avoid long monotonous rows of garage doors and building walls. They should not form the frontage along neighborhood or community circulation routes.



Example of a multi-family residential building with varied rooflines and façade depths, front porches and stoops.



	acres (gross)	acres (net)	# of units	density (gross)	density (net)
Decker	24.6	17.6	264	10.7	15.0
Colonial Woods (original plan)	61	48	284	4.7	5.9
Colonial Woods (Decker properties)	24.6	17.6	156	6.3	8.9
Orchard Hills	20.56	19.56	225	10.9	11.5
Drexel Ridge	37.08	36.43	290	7.8	8.0
Wingspan	33.64	23.58	300	8.9	12.7

COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 8/20/19 License Committee Report.

Fiscal Impact: License fees in the amount of \$740.00 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 8/20/19 council meeting. Tentative recommendations are as follows (favorable background reports received):

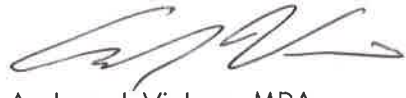
1. Grant an Operator's license to:
 - * Eric A. Lopez Roman, 3741 W. Ruskin St., Milwaukee (BelAir)
 - * Leyver Clemente-Gomez, 3741 W. Ruskin St., Milwaukee (BelAir)
 - * Jacob J. Wagner, 9681 S. 15th Ave., Oak Creek (Woodman's)
 - * Mariana Buenrostro Leon, 2415 Nicholson Ave., South Milwaukee (BelAir)
 - * Ashley S. Horbinski, 3413 S. Alabama Ave., Milwaukee (Woodman's)
 - * Katie E. Gastrau, 7338 Maple Terrace, Wauwatosa (Gastrau's Golf Center)
 - * Brent W. Gastrau, 7338 Maple Terrace, Wauwatosa (Gastrau's Golf Center)

2. Grant a change of agent to The Waters Senior Living Management, LLC dba The Waters of Oak Creek, 8000 S. Market St., from Jason Wilson to Jacob Krings, 222 2nd St., Pewaukee, with release of license subject to receipt of fees due.

3. Grant a Special Event permit to Tina Koenig, Agent on behalf of the Oak Creek Community Center for a Community Tree Lighting event to be held at the Oak Creek Community Center on Sunday, December 1, 2019.

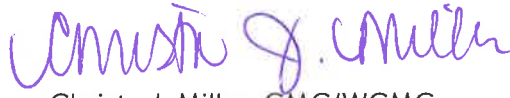
Options/Alternatives: None

Respectfully submitted:



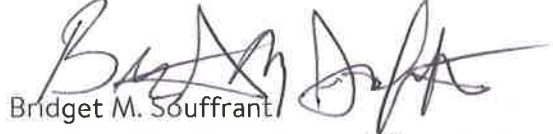
Andrew J. Vickers, MPA
City Administrator

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 August 14, 2019 Vendor Summary Report in the total of \$996,206.85.

Fiscal Impact: Total claims paid of \$996,206.85.

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 July recycling and trash pickup.
2. \$65,790.40 to Benistar (pg #3) for September Medicare supplement insurance.
3. \$19,993.50 to Buelow Vetter (pg #4) for legal services.
4. \$41,971.61 to Core BTS, Inc. (pg #5) for Cisco renewal and InformaCast public address/paging.
5. \$6,750.47 to Enterprise FM Trust (pg #7) for DPW vehicle lease monthly payment.
6. \$6,381.24 to The Explorium Brewpub (pg #19) for beer inventory at Lake Vista's Beer Garden. (Tourism)
7. \$15,161.00 to Godfrey & Kahn S.C. (pgs #8-9) for legal services regarding Emerald Row, 6th & Rawson and Bluff Services.
8. \$12,573.07 to Kansas City Life Insurance Co. (pgs #10-11) for September disability insurance.
9. \$5,091.22 to Milwaukee County Treasurer (pg #12) for July court fines.
10. \$38,894.75 to Oak Creek Water & Sewer Utility (pg #14) for inspection costs for projects: East Brooke Preserve, Rawson Avenue Business Center, Creekside Crossing, Orchard Hills, Amazon and Ryan Road Business Park.
11. \$327,147.78 to Payne & Dolan, Inc. (pg #14) for asphalt and annual road improvement project.
12. \$10,805.81 to Ray O'Herron Co., Inc. (pgs #13-14) for body armor replacement, Project #19011.
13. \$10,410.16 to Savage Solutions, LLC (pg #15-16) for marketing and advertising services. (Tourism)
14. \$7,551.17 to Securian Financial Group, Inc. (pgs #16-17) for September employee life insurance.

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15. \$5,147.89 to The Sherwin-Williams Co. (pg #17) for street maintenance project: Glass bead and traffic paint.
 16. \$16,459.50 to Signs & Lines (pg #17) for final payment on PD LED electronic message board, Project #19004.
 17. \$70,214.91 to US Bank (pgs #22 - 32) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
 18. \$5,421.28 to Superior Vision (pg #18) for vision insurance.
 19. \$37,722.08 to WE Energies (pg #20) for street lighting, electricity & natural gas.
 20. \$14,114.07 to WI Court Fines & Surcharges (pg #21) for July court fines.
 21. \$33,126.82 to WI Dept. of Transportation (pg #21) for construction services relating to Ryan Business Park.
 22. \$18,335.87 to World Fuel (pg #21) for fuel inventory.
 23. \$10,000 to Za Man 3, LLC (pg #21) for reserve Class B combination issuance fee refund. (Pizza Man)

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Staff Accountant

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: 8/14/19 Invoice GL Distribution Report