



CITY OF OAK CREEK

COMMON COUNCIL MEETING AGENDA

Common Council
Chambers
8640 S. Howell Ave.
PO Box 27
Oak Creek, WI 53154
(414) 768-6500

**TUESDAY, FEBRUARY 7, 2012
AT 7:00 P.M.**

VISIT OUR WEBSITE AT WWW.OAKCREEKWI.ORG FOR THE AGENDA
AND ACCOMPANYING COMMON COUNCIL REPORTS.

COUNCIL MEETINGS CAN BE SEEN LIVE ON GOVERNMENT ACCESS CHANNELS 25 AND 99

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes: 1/17/12.

Recognition

4. **Council Proclamation:** Consider Council Proclamation 12-02, Congratulations to The Starr Group, South Suburban Chamber of Commerce 2011 Business of the Year (by Committee of the Whole).
5. **Council Proclamation:** Consider Council Proclamation 12-03, Congratulations to The Gateway to Milwaukee, South Suburban Chamber of Commerce 2011 Pride in Premises Award Winner (by Committee of the Whole).

New Business

MAYOR & COMMON COUNCIL

6. **Resolution:** Consider Resolution No. 11211-020712, Authorizing the Issuance and Sale of approximately \$4,550,000 General Obligation Refunding Bonds (by Committee of the Whole).
7. **Resolution:** Consider adoption of one of four versions of Resolution No. 11212-020712, regarding the location of the new City Hall and Library (by Committee of the Whole).
8. **Motion:** Consider a motion to approve the agreement with Environ Corp. for consulting services related to the WE Energies Elm Road generating station project for an amount not to exceed \$12,000 (by Committee of the Whole).
9. **Motion:** Consider a motion to approve appointment of Election Officials for the two-year period 1/1/12-12/31/13 (by Committee of the Whole).
10. **Motion:** Consider a motion to approve the 2011 Vendor Summary Report in the amount of \$180,463.28 and 2012 Vendor Summary Report in the amount of \$848,322.96 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

11. **Resolution:** Consider Resolution No. 11214-020712, approving a certified survey map for the property at 9349 S. Nicholson Rd. (Mark Verhalen) (3rd District).

ENGINEERING

12. **Motion:** Consider a motion to authorize the transfer of \$198,958 from Project No. 08022 – E. Puetz Rd. improvements, \$106,949 from Project No. 09004 – Drexel/Pennsylvania intersection improvements, and \$500,000 from Project No. 11022 – Pennsylvania Ave. improvements to Project No. 06010 – W. Drexel Ave. Reconstruction project (2nd District).
13. **Resolution:** Consider Resolution No. 11213-020712, acquiring fee property (right-of-way), permanent and temporary easements for W. Drexel Ave. reconstruction project from S. 27th St. (STH 241) to I-94 and to send payments in the amounts of the Award of Damages to the affected property owners (Project No. 06010) (1st and 2nd Districts).
14. **Motion:** Consider a motion to award the W. Drexel Ave. Reconstruction contract to the lowest responsive, responsible bidder, Super Western, Inc., for a bid cost of \$5,896,797.24 (Project No. 06010) (2nd District).
15. **Motion:** Consider a motion to award the Drexel Ave. Sanitary Sewer and Water Main relocation with the Certa-Lok alternative unit price contract to the lowest responsive, responsible bidder, Mainline Sewer and Water, Inc., at an estimated cost of \$600,182.00 (Project No. 09030) (2nd District).
16. **Motion:** Consider a motion to award the contract for construction-related services for the W. Drexel Ave. Reconstruction project to Strand Associates for a not-to-exceed amount of \$360,220.98 (Project No. 06010) (2nd District).
17. **Resolution:** Consider Resolution No. 11215-020712, approving the ADL Enterprise II, LLC development agreement for the design and installation of public improvements at 7365 S. Howell Ave. (Tax Key No. 765-9017) (Project No. 12052) (1st District).
18. **Resolution:** Consider Resolution No. 11216-020712, approving a storm water management practices agreement with ADL Enterprises II, LLC for their NDT Specialists development located at 7365 S. Howell Ave. (Tax Key No. 765-9017) (1st District).

LICENSING

The License Committee met on 2/3/2012. Recommendations are being made as follows (background on all complete and favorable):

19. **Motion:** Consider a motion to deny the request of Roundy's for change to the Municipal Code, which would have allowed the sale of Class A alcoholic beverages to begin at 6:00 a.m.
20. **Motion:** Consider a motion to grant an Operator's license to the following (**bolded items were received after License Committee met**):
- Richard W. Terhardt, 2605 S. Calhoun Rd., New Berlin (Pick 'n Save)
 - Renae L. Pederson, 982 E. Stonewood Dr., Oak Creek (Pick 'n Save)
 - Ashley J. Fecteau, 2930 E. Elm Rd., Oak Creek (Southbound)
 - Joshua N. Bothe, 10830 S. Conner Way, Oak Creek (Open Pantry)

- Alexandria M. Anselment, 1213 17th Ave., South Milwaukee (Southbound)
 - Amber Bull, 1219a W. Windlake Ave., Milwaukee (Pick 'n Save)
 - Brandon T. Manvilla, 1747 S. 92nd St., West Allis (Open Pantry)
 - Donald K. Schaubel, 2908 E. Van Norman Ave., St. Francis (Community Center)
 - Linda K. Swenson, 6235 Walnut Ln., Cudahy (no employer)
21. **Motion:** Consider the *motion* to grant a Retail License Transfer-Person to Person for the Class B Combination license from Debra Jean Hall to Aleshia Sieren, Southbound, 9504 S. Chicago Rd., due to the death of licensee.
22. **Motion:** Consider a *motion* to grant 2012 Landfill licenses to:
- Phillip Purpero, CW Purpero, Inc., 813 W. College Ave.
 - Elizabeth J. Kopplin, 6931 S. Howell Ave.
23. **Motion:** Consider a *motion* to grant an Athletic Events, Parades and Related Event Permit to Andria Huskinson, Relay Director, Ragnar Relay Chicago on 6/8-6/9/12.
24. **Motion:** Consider a *motion* to grant a Secondhand Article Dealer-license to:
- Theresa J. Tang for Tangs Gamers Paradise LLC dba Gorilla Games, 8880 S. Howell Ave., Suite 1200.
 - Michael L. Nichols, for GameStop #6246, 8171 S. Howell Ave., #300.
25. Renewal dog kennel license applications submitted by: (subject to payment of 2011 personal property taxes):
- Deborah M. Lipstreuer, Puppy Playground, LLC, 8411 S. Liberty Ln.
 - Sue Ann McCotter, Club K-9, LLC dba Central Bark Doggy Day Care, 1075B W. Northbranch Dr.

MISCELLANEOUS

26. **Motion:** Consider a *motion* to convene into Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes Section 19.85 (1)(c)(e) to discuss strategy regarding Fire negotiations.
27. **Motion:** Consider a *motion* to reconvene into Open Session.
28. **Motion:** Consider a *motion* to take action, if required.

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 768-6511, (FAX) 768-9587, (TDD) 768-6513 or by writing to the ADA Coordinator at the Health Department, City Hall, 8640 S. Howell Avenue, 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.

COUNCIL PROCLAMATION NO. 12-02
CONGRATULATIONS TO
THE STARR GROUP
SOUTH SUBURBAN CHAMBER OF COMMERCE
2011 BUSINESS OF THE YEAR

WHEREAS, the South Suburban Chamber of Commerce conducts an annual search for the business most deserving of recognition because of their contributions to the south suburban communities, their organizations, and its youth; and

WHEREAS, the South Suburban Chamber of Commerce will be hosting a banquet on Thursday, February 2, 2012, to honor the "2011 Business of the Year"; and

WHEREAS, The Starr Group has been chosen by the South Suburban Chamber of Commerce to receive the "2011 Business of the Year" award; and

WHEREAS, The Starr Group was founded in 1956 in Greendale by Robert Starr and since 2008 has been under the leadership and ownership of Tim and Mary Starr. The Starr Group is an insurance/risk management agency with the capabilities of advising clients on everything from their business insurance, including group health to their personal insurance. It is one of the largest independent insurance agencies in Wisconsin; and

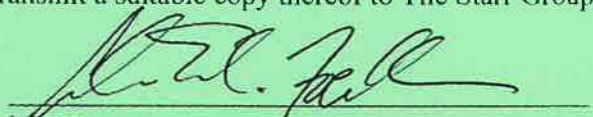
WHEREAS, The Starr Group has been active and committed to the south shore communities, having been involved with the South Suburban Chamber Board of Directors, various committees; the Board of the Wheaton Franciscan Foundation as well as an active supporter of the Special Olympics of Wisconsin, the Hunger Task Force, the Boys and Girls Club, Milwaukee Hope House, and the Milwaukee NARI Foundation.; and

WHEREAS, The Starr Group and their Fit4Life program has been widely recognized with the BizTimes 2011 Corporate Wellness Award, Mary Starr has been named as a BizTimes Fittest Exec Finalist for the past three years, The Starr Group was named 2011 Small Business Well Workplace Award winner by the Wellness Council of America and received 2nd place as the Healthiest Employer in Milwaukee.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby congratulate The Starr Group for being selected the "2011 Business of the Year".

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and that the City Clerk be and she is hereby directed to transmit a suitable copy thereof to The Starr Group.

Dated this 2nd day of February, 2012.



Mayor


Acting City Clerk

ATTEST:


Aldersperson, 1st District


Aldersperson, 4th District


Aldersperson, 2nd District


Aldersperson, 5th District


Aldersperson, 3rd District


Aldersperson, 6th District

COUNCIL PROCLAMATION NO. 12-03
CONGRATULATIONS TO
THE GATEWAY TO MILWAUKEE
SOUTH SUBURBAN CHAMBER OF COMMERCE
2011 PRIDE IN PREMISES AWARD WINNER

WHEREAS, the Pride in Premises award is given annually by the South Suburban Chamber of Commerce to the Chamber member who exemplifies pride in their community through the design, construction and maintenance of their facilities and landscaping; and

WHEREAS, the South Suburban Chamber of Commerce will be hosting a banquet on Thursday, February 2, 2012, to honor the "Pride in Premises" award winner; and

WHEREAS, the Airport Gateway Business Association, branded as The Gateway to Milwaukee has been chosen by the South Suburban Chamber of Commerce to receive the "Pride in Premises" award; and

WHEREAS, the Airport Gateway Business Association was formed in 2005 to provide leadership in planning, promoting, and developing the vitality of The Gateway To Milwaukee – the area around the Airport; and

WHEREAS, the mission of Airport Gateway Business Association is to create a welcoming environment for consumers and travelers, further community relations, retain and attract businesses, support local and regional business development efforts and grow property values; and

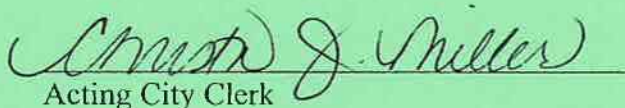
WHEREAS, as part of that welcoming environment, the Gateway to Milwaukee has focused on the physical enhancements of the area which have included boulevard gardens, the use of street banners, and most recently public art within the Gateway; and

WHEREAS, the Airport Gateway Business Association has added significantly to a more positive appearance of the area around Mitchell International Airport.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby congratulate The Airport Gateway Business Association and The Gateway to Milwaukee for being selected the winner of the "2011 Pride in Premises" award.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and that the City Clerk be and she is hereby directed to transmit a suitable copy thereof to The Airport Gateway Business Association.

Dated this 2nd day of February, 2012.


Acting City Clerk



Mayor

ATTEST:


Aldersperson, 1st District


Aldersperson, 4th District


Aldersperson, 2nd District


Aldersperson, 5th District


Aldersperson, 3rd District


Aldersperson, 6th District

City of Oak Creek Common Council Report

Meeting Date: February 7, 2012

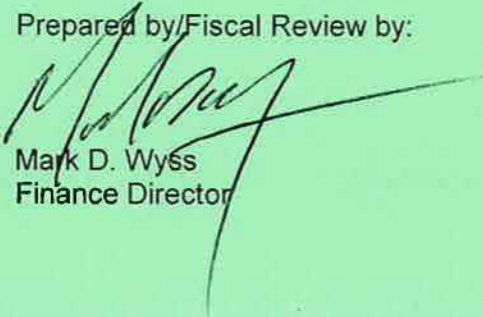
Item No.: 6

Recommendation: That the Common Council approve Resolution #11211-020712 authorizing the issuance and sale of \$4,550,000 general obligation refunding bonds.


Background: The city is able to refinance the remaining balance of the police station debt, reducing our effective interest rate from 5.5% to an average effective rate of 2.44%, resulting in a savings of \$450,000 in interest payments over the balance of the remaining term. The final debt payment remains March of 2017.

Fiscal Impact: Total interest savings of approximately \$450,000.

Prepared by/Fiscal Review by:


Mark D. Wyss
Finance Director

Respectfully submitted,


Gerald R. Peterson,
City Administrator

New

CITY OF OAK CREEK
REFINANCING OF THE 2002 BONDS

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Debt Service Schedule

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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
9/ 1/12			52,687.50	52,687.50	52,687.50
3/ 1/13	825,000.00	2.000000	52,687.50	877,687.50	
9/ 1/13			44,437.50	44,437.50	922,125.00
3/ 1/14	875,000.00	2.000000	44,437.50	919,437.50	
9/ 1/14			35,687.50	35,687.50	955,125.00
3/ 1/15	925,000.00	2.250000	35,687.50	960,687.50	
9/ 1/15			25,281.25	25,281.25	985,968.75
3/ 1/16	950,000.00	2.500000	25,281.25	975,281.25	
9/ 1/16			13,406.25	13,406.25	988,687.50
3/ 1/17	975,000.00	2.750000	13,406.25	988,406.25	
9/ 1/17					988,406.25
	4,550,000.00		343,000.00	4,893,000.00	
ACCRUED					
	4,550,000.00		343,000.00	4,893,000.00	

Dated 3/ 1/12 with Delivery of 3/ 1/12
 Bond Years 14,025.000
 Average Coupon 2.445633
 Average Life 3.082418
 N I C % 2.445633 % Using 100.0000000

Weighted Bond Years 14,320.161
 Weighted Average Life 3.088054
 Weighted N I C % 2.395224 % Using 100.0000000
 T I C % 2.441617 % From Dated Date

Prepared by HUTCHINSON, SHOCKEY, ERLEY & CO. -- Milwaukee, Wisconsin

Date: 11-25-2011 @ 10:18:54 Filename: Key:

OLD

CITY OF OAK CREEK
 OUTSTANDING DEBT FROM THE 2002 BONDS

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Debt Service Schedule

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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
9/ 1/12			125,921.88	125,921.88	125,921.88
3/ 1/13	825,000.00	4.750000	125,921.88	950,921.88	
9/ 1/13			106,328.13	106,328.13	1,057,250.00
3/ 1/14	875,000.00	5.500000	106,328.13	981,328.13	
9/ 1/14			82,265.63	82,265.63	1,063,593.75
3/ 1/15	925,000.00	5.625000	82,265.63	1,007,265.63	
9/ 1/15			56,250.00	56,250.00	1,063,515.63
3/ 1/16	975,000.00	5.625000	56,250.00	1,031,250.00	
9/ 1/16			28,828.13	28,828.13	1,060,078.13
3/ 1/17	1,025,000.00	5.625000	28,828.13	1,053,828.13	
9/ 1/17					1,053,828.13
	4,625,000.00		799,187.50	5,424,187.50	
ACCRUED	4,625,000.00		799,187.50	5,424,187.50	

Dated 3/ 1/12 with Delivery of 3/ 1/12
 Bond Years 14,375.000
 Average Coupon 5.559565
 Average Life 3.108108
 N I C % 5.559565 % Using 100.0000000

Weighted Bond Years 14,375.000
 Weighted Average Life 3.108108
 Weighted N I C % 5.559565 % Using 100.0000000
 T I C % 5.555051 % From Dated Date

Prepared by HUTCHINSON, SHOCKEY, ERLEY & CO. -- Milwaukee, Wisconsin

Date: 11-25-2011 @ 10:07:33 Filename: Key:

RESOLUTION NO. 11211-020712

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$4,550,000 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, the Common Council of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") hereby finds and determines that it is necessary, desirable and in the best interest of the City to raise funds for the purpose of paying the cost of refinancing certain outstanding obligations of the City, to wit: the callable maturities of the General Obligation Refunding Bonds, dated March 15, 2002 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding"), and there are insufficient funds on hand to pay said cost;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service cost savings;

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

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

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

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FOUR MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$4,550,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, general obligation refunding bonds aggregating the principal amount of FOUR MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$4,550,000) (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$4,550,000; shall be dated February 21, 2012; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum; and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2012.

Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2012 through 2016 for the payments due in the years 2012 through 2017 in the amounts set forth on the Schedule. The amount of tax levied in the year 2012 shall be the total amount of debt service due on the Bonds in the years 2012 and 2013; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Bonds in the year 2012.

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

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

(D) Appropriation. The City hereby appropriates from amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Bonds coming due on September 1, 2012 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted

accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$4,550,000 General Obligation Refunding Bonds, dated February 21, 2012" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

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

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

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

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and

acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and

approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations due on and after March 1, 2013 are hereby called for prior payment and redemption on March 12, 2012 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser of the Bonds determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded February 7, 2012.

Allan M. Foeckler
Mayor

ATTEST:

Christa J. Miller
Acting City Clerk

(SEAL)

EXHIBIT A

Bond Purchase Proposal

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Bond)

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

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____ February 21, 2012 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2012 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Bond is one of an issue of Bonds aggregating the principal amount of \$4,550,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of paying the cost of refunding certain outstanding obligations of the City, all as authorized by a

resolution of the Common Council duly adopted by said governing body at a meeting held on February 7, 2012. Said resolution is recorded in the official minutes of the Common Council for said date.

This Bond is not subject to optional redemption.

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

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

CITY OF OAK CREEK,
MILWAUKEE COUNTY, WISCONSIN

By: _____
Allan M. Foeckler
Mayor

(SEAL)

By: _____
Christa J. Miller
Acting City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL*

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN
\$10,900,000 GENERAL OBLIGATION REFUNDING BONDS
DATED MARCH 15, 2002

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on March 12, 2012 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
March 1, 2013	\$ 825,000	4.75 %	671137PA9
March 1, 2014	875,000	5.50	671137PB7
March 1, 2015	925,000	5.625	671137PC5
March 1, 2017	2,000,000	5.625	671137PE1

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

Said Bonds will cease to bear interest on March 12, 2012.

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

Dated _____

* To be provided to Associated Trust Company, National Association at least thirty-five (35) days prior to March 12, 2012. The registrar and fiscal agent shall be directed to give notice of such prepayment by facsimile transmission, registered or certified mail, or overnight express delivery to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 55 Water Street, 50th Floor, New York, NY 10041-0099, not less than thirty (30) days nor more than sixty (60) days prior to March 12, 2012 and to the MSRB. Notice shall also be provided to Financial Guaranty Insurance Company, or any successor, the bond insurer of the Bonds.

If the Bonds are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

City of Oak Creek Common Council Report

Meeting Date: 2/7/12

Item No.: 7

Recommendation: That the Common Council consider adoption of one of four versions of Resolution Number 11212-020712 regarding the location of the new City Hall and Library.

Background: On January 30, 2012 the Common Council held a joint meeting with the Oak Creek/Franklin School Board to discuss the four options regarding the location of the new City Hall and Library. On November 1, 2012, the Common Council had adopted Resolution Number 11167-110111 to approve in concept the financing plan for long term capital projects which includes \$15 million for the construction of a new City Hall and Library to be paid in part from public utility aid revenue.

Four different versions of Resolution Number 11212-020712 have been prepared. The options are consistent with the presentation that was made at the joint meeting of the Common Council and School Board on January 30, 2012. They are as follows:

Option A—City Hall and Library to be constructed at the current location at the Civic Center Property

Option B1—The Library to be constructed at the Delphi Site and the City Hall to be constructed at the Civic Center Site with no exchange of lands taking place among the City, the School District and Wispark

Option B2—Library to be constructed at the Delphi Site and City Hall to be constructed at the Civic Center Site. The City would exchange the 12 acre Civic Center Site with the School District for the 50 acres on Oakwood and Howell. Thereafter the City would exchange the 50 acres on Oakwood and Howell for 7 acres at the Delphi Site. No money would change hands between the City and the School District. The City would receive \$725,000 from Wispark for the exchange.

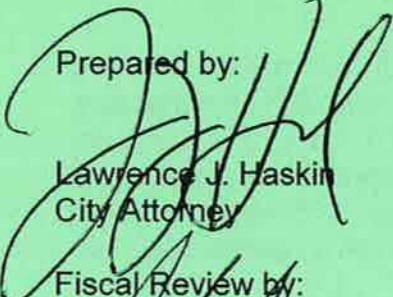
Option C—City Hall and Library would be constructed at the Delphi Site. The same land exchange as described in Option B2 would take place.

The idea of building a new City Hall and Library has been discussed by the Common Council for approximately six years. In August, 2010 the concept of relocating City Hall and the Library to the Delphi Site was presented to the

Common Council by the Interim Administration Team. That discussion was triggered by the impending demolition of the Delphi facility of approximately 850,000 square feet at the corner of Howell and Drexel. The redevelopment of the Delphi Site and the future location of the City Hall and Library has been the subject of multiple public meetings as part of the master planning process that has been conducted by Graef USA Inc.

Fiscal Impact: The decision by the Common Council will have a significant fiscal impact both for the City and for the School District. Those fiscal impacts were the subject of multiple reports presented at the January 30th meeting.

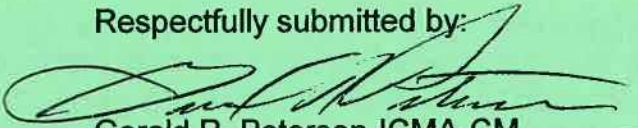
Prepared by:


Lawrence J. Haskin
City Attorney

Fiscal Review by:


Mark Wyss
Finance Director

Respectfully submitted by:


Gerald R. Peterson-ICMA-CM
City Administrator

RESOLUTION NO. 11212-020712 (Option A)

RESOLUTION TO CONSTRUCT A NEW CITY HALL
AND LIBRARY AT THE CIVIC CENTER PROPERTY

WHEREAS the City of Oak Creek owns approximately 12 acres at the corner of S. Howell Avenue and E. Puetz Road (the "Civic Center Property"), and

WHEREAS the City Hall and Library are currently located on the Civic Center Property, and

WHEREAS the Delphi Automotive Systems located at 7925 S. Howell Avenue (the "Delphi Site"), Oak Creek, Wisconsin closed its operations in 2008, and

WHEREAS all buildings on the Delphi Site were demolished in early 2011, and

WHEREAS Wispark purchased the Delphi Site for the sum of \$8,000,000.00 in August, 2011, and

WHEREAS the City invested \$2,000,000.00 into the Delphi Site in the form of a secured loan, and

WHEREAS Graef USA Inc. ("Graef") was hired to prepare a master plan for the Delphi Site and the Civic Center Property to consider various options as it relates to locating the City Hall and Library, and

WHEREAS Graef studied the possibility of relocating the City Hall and/or Library to the Delphi Site or keeping City Hall and the Library at the Civic Center Property, and

WHEREAS Graef conducted three public meetings regarding the proposed master plans for the Delphi Site and the Civic Center Property, and

WHEREAS Cobalt Community Research conducted a scientific survey, which in part inquired of citizens in Oak Creek, as to their preference for locating City Hall and the Library at the Delphi Site or at the Civic Center Property, and

WHEREAS a combined meeting of the Oak Creek/Franklin School District and the Common Council was held on January 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council that City Hall and the Library shall be constructed at the Civic Center Property.

BE IT FURTHER RESOLVED that the City Administrator and staff shall begin the process of designing and constructing the new City Hall and Library including the process to select an architect and owners representative and to create design and

construction committees with the membership of said committee subject to approval by the Mayor and Common Council to oversee the construction process.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this _____ day of _____, 2012.

Passed and adopted this _____ day of _____, 2012.

President, Common Council

Approved this _____ day of _____, 2012.

ATTEST:

Mayor Allan B. Foeckler

Acting City Clerk

VOTE: Ayes ____ Noes ____

RESOLUTION NO. 11212-020712 (Option B (1))

RESOLUTION TO CONSTRUCT A NEW LIBRARY AT THE DELPHI SITE
AND A NEW CITY HALL AT THE CIVIC CENTER PROPERTY
(Not Including Land Exchange)

WHEREAS the City of Oak Creek currently owns approximately 12 acres at the corner of S. Howell Avenue and Puetz Road (the "Civic Center Property"), and

WHEREAS City Hall and the Library are currently located on the Civic Center Property, and

WHEREAS the Delphi Automotive Systems located at 7925 S. Howell Avenue (the "Delphi Site"), Oak Creek, Wisconsin closed its operations in 2008, and

WHEREAS all buildings on the Delphi Site were demolished in early 2011, and

WHEREAS Wispark LLC ("Wispark") purchased the Delphi Site for the sum of \$8,000,000.00 in August, 2011, and

WHEREAS the City invested \$2,000,000.00 into the Delphi Site, and

WHEREAS Graef USA Inc. ("Graef") was hired to prepare a master plan for the Delphi Site and the Civic Center Property to consider various options for locating City Hall and the Library, and

WHEREAS Graef studied the possibility of relocating City Hall and/or the Library to the Delphi Site or keeping City Hall and the Library at the Civic Center Property, and

WHEREAS Graef conducted three public meetings regarding the proposed master plans for the Delphi Site and the Civic Center Property, and

WHEREAS Cobalt Community Research conducted a scientific survey, which in part inquired of citizens in Oak Creek, as to their preference for locating City Hall and the Library at the Delphi Site or at the Civic Center Property, and

WHEREAS a combined meeting of the Oak Creek/Franklin School District and the Common Council was held on January 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council that City Hall shall be located at the Civic Center and the new Library shall be located at the Delphi site.

BE IT FURTHER RESOLVED that the City Administrator and staff shall begin the process of designing and constructing the new City Hall and Library including the process to select an architect and owners representative and to create design and

construction committees with the membership of said committee subject to approval by the Mayor and Common Council to oversee the construction process.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this _____ day of _____, 2012.

Passed and adopted this _____ day of _____, 2012.

President, Common Council

Approved this _____ day of _____, 2012.

ATTEST:

Mayor Allan B. Foeckler

Acting City Clerk

VOTE: Ayes ____ Noes ____

RESOLUTION NO. 11212-020712 (Option B (2))

RESOLUTION TO CONSTRUCT A NEW LIBRARY AT THE DELPHI SITE
AND A NEW CITY HALL AT THE CIVIC CENTER PROPERTY
(Including Land Exchange)

WHEREAS the City of Oak Creek currently owns approximately 12 acres at the corner of S. Howell Avenue and Puetz Rd. (the "Civic Center Property"), and

WHEREAS City Hall and the Library are currently located on the Civic Center Property, and

WHEREAS the Delphi Automotive Systems located at 7925 S. Howell Avenue (the "Delphi Site"), Oak Creek, Wisconsin closed its operations in 2008, and

WHEREAS all buildings on the Delphi Site were demolished in early 2011, and

WHEREAS Wispark LLC ("Wispark") purchased the Delphi Site for the sum of \$8,000,000.00 in August, 2011, and

WHEREAS the City invested \$2,000,000.00 into the Delphi Site, and

WHEREAS, the Oak Creek Franklin School District (the "School District") owns 50 acres on Oakwood Road west of Howell Avenue (the "Oakwood Property") and the City has a Right of First Refusal for the Oakwood Property, and

WHEREAS, Wispark owns approximately 204 acres at the southwest corner of Howell Avenue and Oakwood Road ("Oakview Business Park") and intends to develop it as a business park, and

WHEREAS, Wispark believes the Oakwood Property is vital to the successful development of the Oakview Business Park, and

WHEREAS Graef USA Inc. ("Graef") was hired to prepare a master plan for the Delphi Site and the Civic Center Property to consider various options as it locating City Hall and the Library, and

WHEREAS Graef studied the possibility of relocating the City Hall and/or the Library to the Delphi Site or keeping City Hall and the Library at the Civic Center Property, and

WHEREAS Graef conducted three public meetings regarding the proposed master plans for the Delphi Site and the Civic Center Property, and

WHEREAS Cobalt Community Research conducted a scientific survey, which in part inquired of citizens in Oak Creek, as to their preference for locating City Hall and the Library at the Delphi Site or at the Civic Center Property, and

WHEREAS a combined meeting of the Oak Creek/Franklin School District and the Common Council was held on January 30, 2012.

NOW THEREEFORE BE IT RESOLVED by the Mayor and Common Council that the City Hall shall be located at the Civic Center and the new Library shall be located at the Delphi site.

BE IT FURTHER RESOLVED that the City Administrator and staff shall begin the process of designing and constructing the new City Hall and Library including the process to select an architect and owners representative and to create design and construction committees with the membership of said committee subject to approval by the Mayor and Common Council to oversee the construction process

BE IT FURTHER RESOLVED that the Common Council supports in concept exchanging the Civic Center Property with the School District for the Oakwood Property and then exchanging the Oakwood Property with Wispark for approximately 7 acres at the Delphi Site for the purpose of locating a City Hall and Library.

BE IT FURTHER RESOLVED that the City Attorney, City Administrator and staff are hereby directed to prepare the necessary documents for the above land exchange for review and approval by the Common Council.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this _____ day of _____, 2012.

Passed and adopted this _____ day of _____, 2012.

President, Common Council

Approved this _____ day of _____, 2012.

ATTEST: _____
Mayor Allan B. Foeckler

Acting City Clerk

VOTE: Ayes ____ Noes ____

RESOLUTION NO. 11212-020712 (Option C)

RESOLUTION TO CONSTRUCT A NEW CITY HALL
AND LIBRARY AT THE DELPHI SITE

WHEREAS the City of Oak Creek owns approximately 12 acres at the corner of S. Howell Avenue and E. Puetz Road (the "Civic Center Property"), and

WHEREAS, City Hall and the Library are currently located on the Civic Center Property; and

WHEREAS the Delphi Automotive Systems located at 7925 S. Howell Avenue (the "Delphi Site"), Oak Creek, Wisconsin closed its operations in 2008, and

WHEREAS all buildings on the Delphi Site were demolished in early 2011, and

WHEREAS Wispark LLC ("Wispark") purchased the Delphi Site for the sum of \$8,000,000.00 in August, 2011, and

WHEREAS the City invested \$2,000,000.00 into the Delphi Site, and

WHEREAS, the Oak Creek Franklin School District (the "School District") owns 50 acres on Oakwood Road west of Howell Avenue (the "Oakwood Property") and the City has a Right of First Refusal for the Oakwood Property, and

WHEREAS, Wispark owns approximately 204 acres at the southwest corner of Howell Avenue and Oakwood Road ("Oakview Business Park") and intends to develop it as a business park, and

WHEREAS, Wispark believes the Oakwood property is vital to the successful development of the Oakview Business Park, and

WHEREAS Graef USA Inc. ("Graef") was hired to prepare a master plan for the Delphi Site and the Civic Center Property to consider various options as it relates to locating City Hall and the Library, and

WHEREAS Graef studied the possibility of relocating City Hall and/or the Library to the Delphi Site or keeping City Hall and the Library at the Civic Center Property, and

WHEREAS Graef conducted three public meetings regarding the proposed master plans for the Delphi Site and the Civic Center Property, and

WHEREAS Cobalt Community Research conducted a scientific survey, which in part inquired of citizens in Oak Creek, as to their preference for locating City Hall and the Library at the Delphi Site or at the Civic Center Property, and

WHEREAS a combined meeting of the Oak Creek/Franklin School District and the Common Council was held on January 30, 2012.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council that the new City Hall and Library shall be constructed at the Delphi site.

BE IT FURTHER RESOLVED that the City Administrator and staff shall begin the process of designing and constructing the new City Hall and Library including the process to select an architect and owners representative and to create design and construction committees with the membership of said committee subject to approval by the Mayor and Common Council to oversee the construction process.

BE IT FURTHER RESOLVED that the Common Council supports in concept exchanging the Civic Center Property with the School District for the Oakwood Property and then exchanging the Oakwood Property with Wispark for approximately seven acres at the Delphi Site for the purpose of locating a City Hall and Library.

BE IT FURTHER RESOLVED that the City Attorney, City Administrator and staff are hereby directed to prepare the necessary documents for the above land exchange for review and approval by the Common Council.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this _____ day of _____, 2012.

Passed and adopted this _____ day of _____, 2012.

President, Common Council

Approved this _____ day of _____, 2012.

ATTEST:

Mayor Allan B. Foeckler

Acting City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: February 7, 2012

Item No.: 8

Recommendation: That the Common Council approve the agreement with Environ Corp. for consulting services related to the WE Energies Elm Road generating station project for an amount not to exceed \$12,000.

Background: Since construction began for the new WE Energies Elm Road Generating stations, the City, pursuant to its 2003 agreement with WE Energies, has been monitoring ambient air quality and monitoring the stations located at Carrollton School and Elm Road. The monitoring of air quality was an element of the agreement. The review and interpretation of the data provided by the WE Energies air monitoring system and analysis of air quality serves as a safeguard for residents in the area. Last year the City contracted with Environ to perform this work, maintaining our primary contact person since inception, Mr. David Seitz. We are continuing to use the services of Environ Corp. for environmental consulting matters for Lakeview Village. The staff recommends that we enter into the agreement for environmental services with Environ. The cost to the city for 2012 is estimated not to exceed \$12,000.

Fiscal Impact: Funding comes from Fund 19 WE Energies Community Mitigation – 40-525 Outside Services.

Fiscal Review by:


Mark Wyss
Finance Director

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

ENVIRON

January 25, 2012

Mr. Gerald Peterson, City Administrator
City of Oak Creek
8640 S. Howell Avenue
Oak Creek, WI 53154

Re: Proposal to Review Ambient Air Quality Monitoring Data at the Carrollton School and Elm Road Monitoring Sites Operated by We Energies

Dear Mr. Peterson:

ENVIRON International Corporation (ENVIRON) is pleased to present this proposal to provide environmental consulting services to the City of Oak Creek (the City) to review and report on the air monitoring activities being performed by We Energies under the City's Agreement with We Energies.

On a monthly basis, ENVIRON will review ambient monitoring data from the two monitoring sites and compare the results with standards established in the Agreement and with state and federal ambient air quality standards. Quarterly, ENVIRON will compare actual emission rates over the previous four calendar quarters with emission rate restrictions in the Agreement and prepare a summary of the quarterly air quality data. Annually, ENVIRON will compile an Annual Report to summarize the monitoring data for the calendar year. ENVIRON will also review the performance of the monitoring system and determine if the capture of valid data meets the performance specifications for the monitoring system. As needed, ENVIRON will meet with the City to review results and address issues related to concentrations of air pollutants in excess of the ambient air quality standards or emission rates that exceed the restrictions in the Agreement with We Energies.

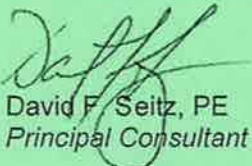
Costs for this work are estimated not to exceed \$12,000 for calendar year 2012 services, assuming only one face-to face meeting during the year with City representatives and limited conference calls to address topics of interest. All work will be performed on a time and materials basis following the rate structure attached to the contract.

If tasks beyond the Scope of Work provided in this proposal are identified, a separate task and cost estimate will be provided.

We look forward to working with you. If you have any questions or need further information, please contact me. If the foregoing terms are acceptable, please sign the attached Project Agreement and return a copy to me (by mail or email).

Sincerely,

ENVIRON International Corporation


David F. Seitz, PE
Principal Consultant

ENVIRON

Project Agreement

Between:
ENVIRON International Corporation
175 N. Corporate Drive, Suite 160
Brookfield, WI 53045

And:
City of Oak Creek
8640 S. Howell Avenue
Oak Creek, WI 53154

This Project Agreement consists of:

ENVIRON Proposal to Review Ambient Air Quality Monitoring Data at the Carrollton School and Elm Road Monitoring Sites operated by We Energies, dated January 25, 2012 (attached)

Task	Estimated Cost (\$USD)
Environmental Consulting Services	\$12,000
TOTAL BUDGET	\$12,000

Actual charges will be billed on a time-and-materials basis in accordance with the hourly rates on the 2012 Rate Schedule (attached).

Schedule

Estimated Project Start Date: April 1, 2012
Estimated Project Completion: March 31, 2013

Project Contact Information

David F. Seitz, Principal Consultant
Project Manager/Title

262.901.0093 262.901.0079
Phone Fax

dseitz@environcorp.com
Email

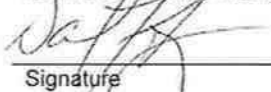
Jerry Peterson/City Administrator
Project Manager/Title

414-768-6504 414-768-9587
Phone Fax

gpeterson@oakcreekwi.org
Email

Approved and accepted in accordance with the attached Terms and Conditions:

ENVIRON International Corporation


Signature

David F. Seitz, PE
Printed Name

Principal Consultant
Title

January 25, 2012
Date

City of Oak Creek

Signature

Printed Name

Title

Date

**TERMS AND CONDITIONS BETWEEN THE CITY OF OAK CREEK
AND ENVIRON INTERNATIONAL CORPORATION**

ENVIRON International Corporation, a Virginia corporation, ("ENVIRON") agrees to provide professional services under the following Terms and Conditions:

1. **Fees:** ENVIRON bills for its services on a time and materials basis using standard hourly rates. If requested, we will provide an estimate of the fees for a particular task, and we will not exceed that estimate without prior Client approval. For deposition and testimony we charge premium hourly rates. In certain circumstances we will undertake an assignment on a fixed fee basis if the requirements can be clearly defined.

2. **Invoicing:** ENVIRON bills its clients on a monthly basis using a standard invoice format. This format provides for a description of work performed and a summary of professional fees, expenses, and communication and reproduction charges. For more detailed invoicing requests, ENVIRON reserves the right to charge for invoice preparation time by staff members.

3. **Payment:** ENVIRON bills are payable UPON RECEIPT. We reserve the right to assess a late charge of 1.0 percent per month for any amounts not paid within 30 days of the billing date. We also reserve the right to stop work or withhold work product if invoices remain unpaid for more than 60 days past the billing date. If our work relates to a business transaction, we expect to be paid in a timely fashion, without regard to whether or when the transaction closes. If we are required to take legal action to have our invoices paid and we win in court, Client agrees to pay our costs, including reasonable legal fees.

4. **Subcontractors:** ENVIRON has a policy that its Clients should directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters). As a service to you, we will advise you with respect to selecting other such contractors and will assist you in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors you may hire. When ENVIRON engages a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus 15 percent. By engaging us to perform these services, you agree to indemnify, defend and hold ENVIRON, its directors, officers, employees, and other agents harmless from and against any claims, demands, judgment, obligations, liabilities and costs (including reasonable attorneys' and expert fees) relating in any way to the performance or non-performance of work by another contractor, except claims for personal injury or property damage to the extent caused by the negligence or willful misconduct of ENVIRON's employees.

5. **Reimbursable Expenses:** Project-related expenses including travel, priority mail, overnight delivery, outside reproduction and courier services will be billed at cost plus 15 percent. The use of company-owned cars, trucks, and vans will be charged at \$125 per day. The use of company-owned equipment and protective clothing will be billed in accordance with our standard fee schedule. The cost of project-related communications, to include in-house telephone, facsimile, postage, and reproduction, computers, data compilation, and CADD will be charged at a total of 6 percent of the total labor charges.

6. **Access and Information:** Client agrees to grant or obtain for ENVIRON reasonable access to any sites to be investigated as part of ENVIRON's scope of work. Client also agrees to indicate to ENVIRON the boundary lines of the site and the location of any underground

structures, including tanks, piping, water, telephone, electric, gas, sewer, and other utility lines. Client agrees to notify ENVIRON of any hazardous site conditions or hazardous materials, about which Client has knowledge and to which ENVIRON's employees or contractors may be exposed while performing services on behalf of Client, including providing copies of relevant Material Safety Data Sheets. Client also shall make available to ENVIRON all information within its control necessary to allow ENVIRON to perform its services and agrees to comply with reasonable requests by ENVIRON for clarification or additional information. Client shall be responsible for the accuracy of this information. ENVIRON shall not be responsible for any damage to underground structures or utilities to the extent such damage was caused by incomplete or inaccurate information provided to us by the client or other party. Client agrees to make ENVIRON aware of any unsafe conditions at any project site about which Client has knowledge.

7. Reporting Requirements: Client may be required under federal, state or local statutes or regulations to report the results of ENVIRON's services to appropriate regulatory agencies. ENVIRON is not responsible for advising Client about its reporting obligations and Client agrees that it shall be responsible for all reporting, unless ENVIRON has an independent duty to report under applicable law. In those situations, ENVIRON will provide Client with advance notice that ENVIRON believes that it has an obligation to report as well as the substance of the report it intends to make.

8. RCRA Compliance: Client shall be responsible for complying with the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. ("RCRA") and its implementing regulations in connection with ENVIRON's work under this Agreement. Client may request ENVIRON's assistance in meeting its RCRA and other similar waste management obligations, including analytical testing to assist Client in proper characterization of waste, identifying potential transporters and disposal facilities for waste (provided that Client shall make the final selection of both the transporter and disposal facility), entering into subcontracts or purchase order arrangements with the transporters and/or disposal facilities selected by Client, and preparing manifests for the Client's approval and execution. Client agrees that, by virtue of providing these services, ENVIRON shall not be deemed a "generator" or a party who "arranges" for the "transportation," "treatment" or "disposal" of any "hazardous waste" or "hazardous substance" (as those terms are defined in the Comprehensive Environmental Response Compensation and Liability Act or "CERCLA", 42 U.S.C. Section 9601). Client agrees to indemnify, defend and hold ENVIRON, its directors, officers, employees and agents, harmless from and against any and all claims, demands, judgments, obligations, liabilities, any costs (including reasonable attorneys' and expert fees) relating to: (1) ENVIRON'S work in assisting Client with its RCRA obligations; and (2) the transportation, treatment, and disposal of hazardous substances or hazardous waste generated by the field activities conducted for Client.

9. Confidentiality: We treat all information obtained from Clients, not otherwise previously known to us as confidential, unless such information comes into the public domain through no fault of ours, or is furnished to us by a third party who is under no obligation to keep the information confidential. If we are subpoenaed to disclose confidential information obtained from you or about our work for you, we will give you reasonable notice and the opportunity to object before releasing any confidential information.

10. Independent Contractor: Client agrees that ENVIRON is acting as an independent contractor and shall retain responsibility for and control over the means for performing its services. Nothing in these Terms and Conditions shall be construed to make ENVIRON or any of its officers, employees or agents, an employee or agent of Client.

11. Standard of Care: In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services in the same geographic area. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. ENVIRON makes no other warranty or representation, either express or implied, with respect to its services. Estimates of cost, recommendations and opinions are made on the basis of our experience and professional judgment; they are not guarantees. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered.

Client recognizes that there may be hazardous conditions at sites to be investigated as part of ENVIRON's work. Client acknowledges that ENVIRON has neither created nor contributed to the existence of any hazardous, toxic or otherwise dangerous substance or condition at the site(s) which are covered by ENVIRON's work. Client also recognizes that some investigative procedures may carry the risk of release or dispersal of pre-existing contamination, even when exercising due care. Client releases ENVIRON from any claim (including claims under CERCLA or state law) that it is an "operator" of any site where it performs work for Client or a "generator" or a party who "arranges" for the "transportation," "treatment" or "disposal" of any "hazardous substance" (as those terms are defined in CERCLA), by virtue of its work for Client at any site.

12. Insurance: ENVIRON shall maintain the following insurance coverage while it performs the work described in Exhibit "A:" (1) statutory Workers Compensation and Employer's Liability Coverage; (2) General Liability for bodily injury and property damage of \$1,000,000 aggregate; (3) Automobile Liability with \$1,000,000 combined single limit; and (4) Professional Liability and Contractor's Pollution Liability with a combined single limit of \$1,000,000 per claim and in the aggregate. If Client desires additional insurance or special endorsements, premiums associated with that coverage would be considered a reimbursable expense. Upon request, we will provide you with a certificate of insurance.

13. Third Parties: ENVIRON's services are solely for Client's benefit and may not be relied upon by any third party without ENVIRON's express written consent. Any use or dissemination of ENVIRON work products (including ENVIRON reports), without the written consent of ENVIRON, shall be at Client's risk and Client shall indemnify and defend ENVIRON from any and all claims, demands, judgments, liabilities and costs (including reasonable attorneys' and expert fees), related to the unauthorized use or dissemination of ENVIRON's work. Client also agrees to be solely responsible for and to defend, indemnify, and hold ENVIRON harmless from and against any and all claims, demands, judgments, liabilities and costs (including reasonable attorneys' and expert fees), asserted by third parties arising out of or in any way related to our performance or non-performance of services, except for claims of personal injury or property damage to the extent caused by the negligence or willful misconduct of ENVIRON's employees.

14. Indemnification: ENVIRON agrees to indemnify, defend, and hold harmless Client and its agents, officers, directors, and employees from and against those claims, suits, damages, or losses incurred by Client, to the extent that such damages or losses are directly caused by the negligent acts or willful misconduct of ENVIRON or its agents, officers, directors, or employees. This Agreement to indemnify, defend, and hold harmless shall not extend to any suits, claims, damages, or losses caused by the acts, omissions, or conduct of Client or any other person.

15. Limitation of Liability: ENVIRON shall be liable only for direct damages that result from ENVIRON's negligence or willful misconduct in the performance of its services. UNDER NO

CIRCUMSTANCES SHALL ENVIRON BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER LAW OR CONTRACT. ENVIRON shall not be liable for and Client shall indemnify ENVIRON from and against all claims, demands, liabilities and costs (including attorneys' and expert fees) resulting from on-site activities except to the extent caused by ENVIRON's negligence or willful misconduct. In no event shall our liability exceed the amount paid to us by you for our professional services (net of reimbursable expenses) and Client specifically releases ENVIRON for any damages, claims, liabilities and costs in excess of that amount.

16. Termination: This Agreement may be terminated by either party upon ten (10) days written notice to the other. If Client terminates the Agreement, Client agrees to pay ENVIRON for all services performed until the effective date of the termination. Client's obligations under Paragraphs 3, 4, 8, 9, 11, 13, and 14 shall survive termination of this Agreement and/or completion of the services hereunder.

17. Disputes: All disputes under this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association. If our personnel or documents are subpoenaed for depositions or court appearance in any dispute related to the project (except disputes between ENVIRON and Client related to our services), Client agrees to reimburse us at our then current billing rates for responding to those subpoenas, including out-of-pocket reimbursable expenses.

18. Scope of Agreement: Once Client has signed ENVIRON's proposal, that proposal and these Terms and Conditions shall constitute the complete and exclusive Agreement between the parties and will supersede all prior or contemporaneous agreements, whether written or oral. No provision of these Terms and Conditions may be waived, altered or modified except in writing and signed by ENVIRON. Client may use standard business forms, such as purchase orders, for convenience only; any provision on those forms that conflict with these Terms and Conditions shall not apply.

19. Nonsolicitation: Both ENVIRON and Client agree during the term of this Agreement and for 12 months following its termination for any reason, neither party will solicit for employment, or hire as an employee or contractor, any personnel of the other party involved in the performance of services to the Company.

REVISION – September 7, 2010

**ENVIRON International Corporation
2012 Rate Schedule**

**City of Oak Creek
(US\$)**

	Rate
Principal	201
Principal Consultant	201
Manager 10	187
Manager 9	172
Manager 8	157
Sr. Assoc. 7	139
Sr. Assoc. 6B	120
Assoc. 6	105
Assoc. 5	93
Assoc. 4	83
Assoc. 3	72
Drafting	72
Support	83

City of Oak Creek Common Council Report

Meeting Date: 2/7/2012

Item No.: 9

Recommendation: That the Common Council approve the appointments of unaffiliated election officials as listed below, for the two-year period of January 1, 2012 through December 31, 2013.

Frank Haybeck
Elizabeth Siettmann

8141 S. White Oak Dr.
8030 S. Waring Dr.

Background: Pollworkers are appointed at the end of odd-numbered years for a two-year period, in accordance with Wisconsin State Statutes.

Since 2012 is a major election year, recruitment for new pollworkers will continue and as new pollworkers are recruited, or if further political party nominations become available, additional appointments will be recommended for approval by the Council in the future.

Fiscal Impact: Funds have been included in the General Government budget, part-time salaries account, to cover the wages paid to the appropriate number of election officials for all regular elections.

Prepared by:



Christa J. Miller
Acting City Clerk

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:



Mark Wyss
Finance Director

City of Oak Creek Common Council Report

Meeting Date: February 7, 2012

Item No.: 10

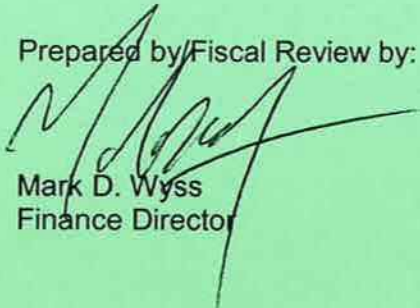
Recommendation: That the Common Council approve payment of the obligations as listed on the Vendor Summary Report pertaining to expenditures relating to 2011 activity.

Background: Of note are the following payments:

1. \$15,849.92 to Davis & Kuelthau (pg #1) outside legal services related to TID 6 and TID 10, on-going duty disability litigation.
2. \$6,219.37 to Environ (pg #2) for expenditures related to the lakefront redevelopment.
3. \$30,890.89 to Godfrey and Kahn (pg #3) for legal work related to the lakefront and Delphi projects. These costs will eventually be part of a TID.
4. \$5,160 to Harris Computer (pg #3) for license fees and training related to the city's G/L and related systems.
5. \$8,529.56 to RA Smith (pg #5) for design work on Drexel Ave.
6. \$8,000.00 to Smithgroup JJR (pg #5) for consulting work related to the lakefront.
7. \$11,850.00 to Tyler Technologies (pg #5) for city assessor services.
8. \$10,282.76 to Wisconsin Court Fines (pg #6) for December court fines.
9. \$49,369.77 to WE (pg #7) for electric and gas service.

Fiscal Impact: Total claims paid of \$180,463.28.

Prepared by/Fiscal Review by:



Mark D. Wyss
Finance Director

Respectfully submitted,



Gerald R. Peterson,
City Administrator

City of Oak Creek Common Council Report

Meeting Date: February 7, 2012

Item No.: 10

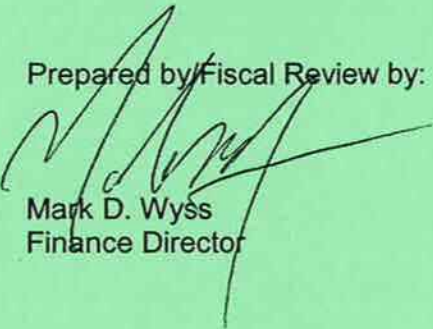
Recommendation: That the Common Council approve payment of the obligations as listed on the Vendor Summary Report pertaining to expenditures relating to 2012 activity.

Background: Of note are the following payments:

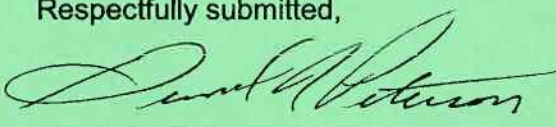
1. \$23,300.00 to Badger Bank (pg #1) for land acquisition related to Pennsylvania Avenue improvements.
2. \$80,248.56 to Benistar (pg #2) for retiree Medicare supplemental insurance.
3. \$15,947.29 to Brossman/Mason/Brossman LLC (pg #2) for land acquisition related to the Drexel Avenue widening.
4. \$26,154.32 to Brossman Family Trust (pg #2) for land acquisition related to the Drexel Avenue widening.
5. \$7,087.00 to Federal Signal Corp (pg #6) for Fire Department radio maintenance.
6. \$127,158.84 to Holz Motors (pg #8) for police squad cars.
7. \$63,000.00 to Knight-Barry Title (pg #10) for land acquisition related to the Drexel Avenue widening.
8. \$27,160.00 to M&I Trust (pg #11) for land acquisition related to the Drexel Avenue widening.
9. \$11,285.81 to Dorothea Barg (pg #11) for land acquisition related to the Drexel Avenue widening.
10. \$30,105.25 to Federal Library System (pg #12) for federated automation fees.
11. \$9,208.29 to National Insurance (pg #113 for LTD coverage. 75% of this cost is borne by employees.
12. \$49,978.71 to North American Salt (pg #13) for snow and ice removal.
13. \$24,987.76 to WE (pg #19-20) for electric and gas service.
14. \$24,370.56 to World Fuel Service (pg#20) for unleaded and diesel fuel.
15. \$241,490.43 to Corelogic Commerical Real Estate Tax Service (pg#22) refunding of a duplicate tax payment for Reinhart Food Service.

Fiscal Impact: Total claims paid of \$848,322.96

Prepared by/Fiscal Review by:


Mark D. Wyss
Finance Director

Respectfully submitted,


Gerald R. Peterson,
City Administrator

City of Oak Creek Common Council Report

Meeting Date: February 7, 2012

Item No.: ||

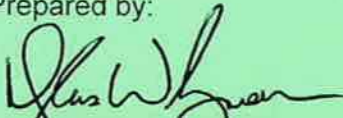
Recommendation: That the Council adopt Resolution No. 11214-020712 approving a certified survey map for the property at 9349 S. Nicholson Road.

Background: The applicant is requesting approval of a certified survey map that would split off one (1) parcel from a larger tract of unplatted land located at 9349 S. Nicholson Road. The property would be 85'x150' (12,750 square feet) and is located in the Rs-3, Single Family Residential zoning district which requires a minimum lot width of 80 feet and 12,000 square feet in area. The proposed parcel exceeds these requirements.

The proposed parcel was previously identified as being in the floodplain however the applicant has done some filling and the parcel has since been removed from the flood fringe and is now buildable. The City has received confirmation of this from the Federal Emergency Management Agency (FEMA). Since this is a residential lot, the applicant will need to submit a grading plan for review and approval by the Engineering Department before this map is recorded.

Fiscal Impact: Residential development of this lot will generate \$3,996 in impact fees. Data has suggested that any homes constructed on the newly created parcel would need to have an assessed value in excess of \$249,577 in order to generate revenues equal to costs.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Mark Wyss
Finance Director

RESOLUTION NO. 11214-020712

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR MARK VERHALEN

9349 S. Nicholson Road
(3rd Aldermanic District)

WHEREAS, it appears that the certified survey map submitted by MARK VERHALEN, hereinafter referred to as the subdivider, is in compliance with all statutory requirements; and

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

WHEREAS, the Plan Commission has recommended that this certified survey map be approved subject to any technical corrections bring made prior to recording and a grading plan being approved prior to recording;

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved, and the dedication of public right-of-way accepted, by the Common Council subject to any technical corrections bring made prior to recording and a grading plan being approved prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th Day of February, 2012.

Passed and adopted this ___ Day of _____, 2012.

President, Common Council

Approved this ___ Day of _____, 2012.

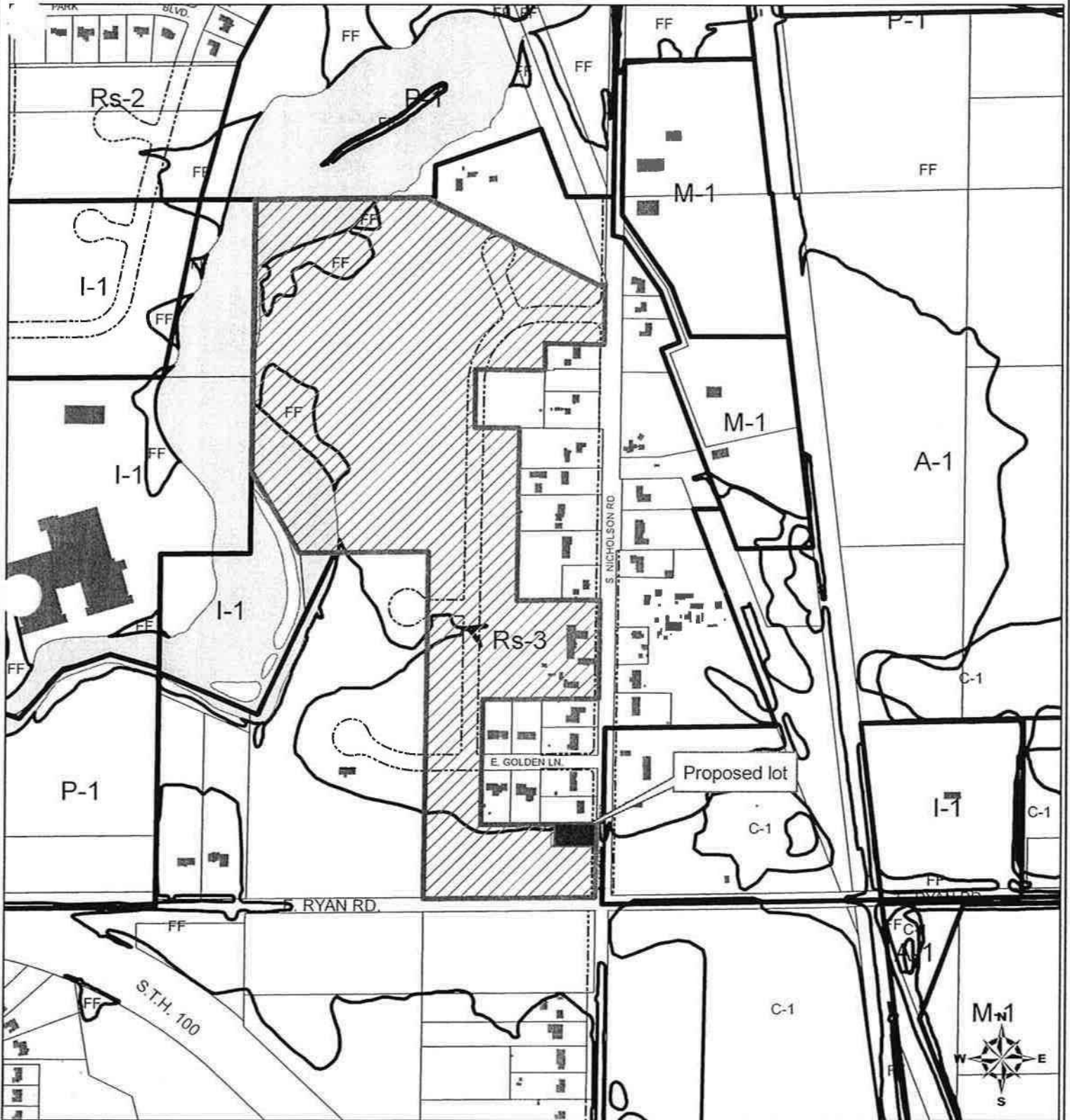
Mayor

ATTEST:

City Clerk

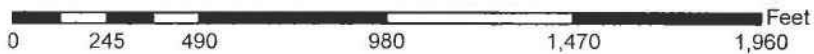
VOTE: Ayes _____ Noes _____

Mark Verhalen
 Certified Survey Map
 9349 S. Nicholson Road



OakCreek

Department of Community Development



Legend

-  Verhalen Property
-  Parcels
-  Existing Street Pattern



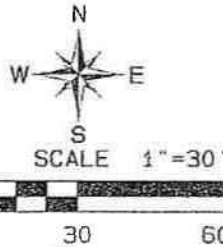
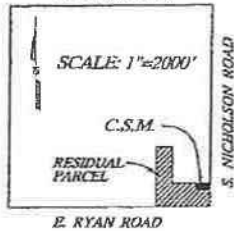


Mark Verhalen
 Certified Survey Map
 9349 S. Nicholson Road

CERTIFIED SURVEY MAP NO. _____

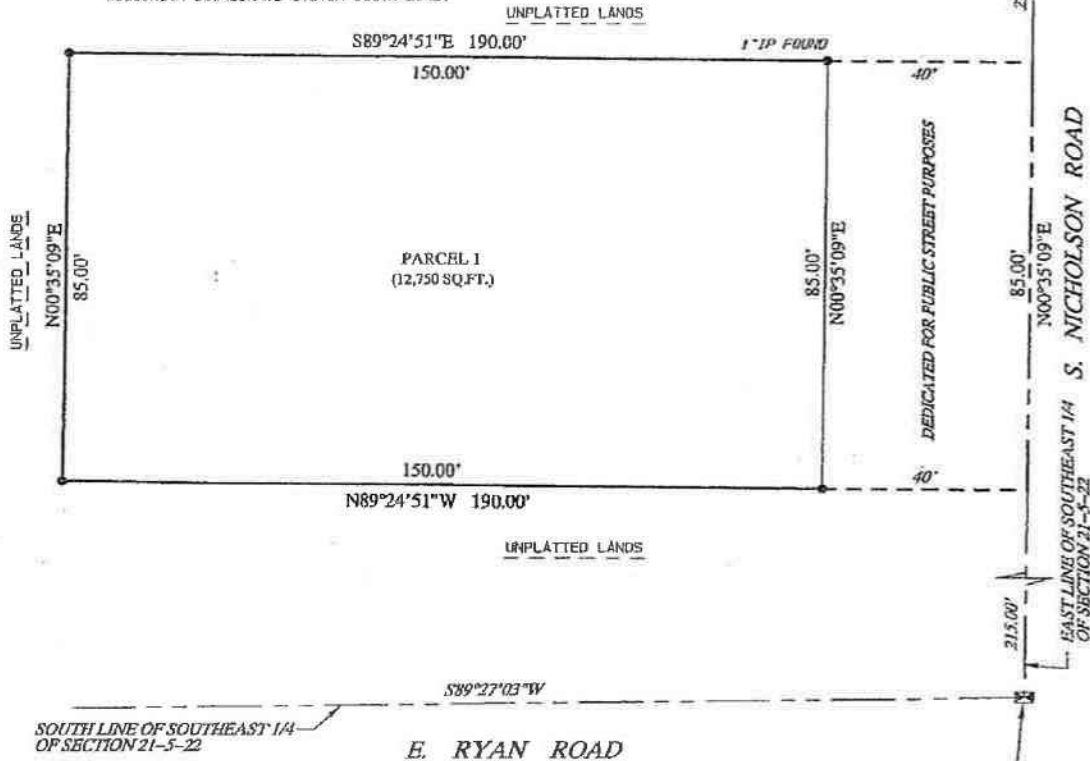
BEING ALL THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
 OF SECTION 21, TOWN 5 NORTH, RANGE 22 EAST,
 CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

LOCATION MAP
 SOUTHEAST 1/4 OF
 SECTION 21-5-22



NE CORNER OF SE 1/4
 OF SECTION 21, TOWN 5 NORTH,
 RANGE 22 EAST
 CONCRETE MONUMENT WITH
 BRASS CAP
 N. 397,539.16
 E. 2,864,843.82
 WISCONSIN COORDINATE SYSTEM
 SOUTH ZONE

• DENOTES 1" DIA. x 18" IRON PIPE SET
 MIN. WT. 1.33 LBS. PER LINEAL FT.
 ALL BEARINGS REFER TO GRID NORTH OF THE
 WISCONSIN COORDINATE SYSTEM-SOUTH ZONE.



SE CORNER OF SE 1/4
 OF SECTION 21, TOWN 5 NORTH,
 RANGE 22 EAST
 CONCRETE MONUMENT WITH
 BRASS CAP
 N. 524,893.88
 E. 2,864,816.72
 WISCONSIN COORDINATE SYSTEM
 SOUTH ZONE

OWNER:
 MARK A. VERHALEN

LAND SURVEYORS
 KUOKKANEN & ASSOCIATES, INC.
 910 ELM GROVE ROAD
 ELM GROVE, WI 53122
 PHONE: 262-782-8690
 FAX: 262-782-1770



City of Oak Creek Common Council Report

Meeting Date: February 7, 2012

Item No.: 12

Recommendation: That the Common Council considers a motion to authorize the transfer of \$198,958 from Project No. 08022 – E. Puetz Road improvements, \$106,949 from Project No. 09004 - Drexel/Pennsylvania intersection improvements, and \$500,000 from Project No. 11022 – Pennsylvania Avenue improvements; to Project No. 06010 - W. Drexel Avenue Reconstruction project (2nd Aldermanic District).

Background: With the bids now in for both the Drexel Avenue reconstruction project and the related sewer and water main relocation project, the financial picture has become clearer. It is proposed that construction of the road project be financed through a bond as outlined in the capital projects financing plan approved by the Common Council under Resolution No. 11167-110111, and that construction of the related Drexel sewer and water main relocation project be paid for with the funds currently available under Project Nos. 06010 and 09030. These two construction projects will nearly exhaust the aforementioned funding sources, leaving a balance of just about \$110,000.


With other funding sources depleted, it leaves several other expenses related to the W. Drexel Avenue Reconstruction project for which there currently is insufficient funding. These include the remaining design fees that will be due R.A. Smith National (\$30,000), the remaining real estate acquisitions and building demolitions (\$180,000), construction related services for the road reconstruction (\$360,000) and construction staking/inspection for the sewer and water main relocations (\$20,000), for a total funding shortfall of \$480,000.

It is the recommendation of the Engineering Department that \$805,907 be transferred into Project No. 06010 to cover this \$480,000 gap with the remaining \$325,907 to be available as a construction contingency fund (approximately 5% of the construction bids). The proposed transfer of funds is as follows:

- a) Transfer the remaining \$198,958 from Project No. 08022. The original \$200,000 of funding was set aside several years ago as a first step toward funding the expansion of Puetz Road to four lanes east of Shepard Avenue. This project has not progressed because traffic counts have remained far below the warrants for additional lanes.
- b) Transfer the remaining \$106,949 from Project No. 09004. This project was the signalization of the Drexel/Pennsylvania intersection. It has been completed and all invoices have been paid.
- c) Transfer of the entire \$500,000 from Project No. 11022. As the design of this 2012 reconstruction of Pennsylvania Avenue (Rawson to College) reaches its final stages it has become apparent that Oak Creek's 10% cost share will be able to be covered with funds already reserved in previous years' budgets.

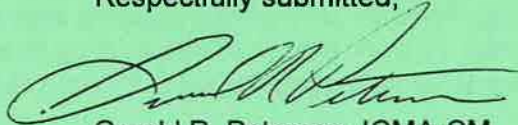
Fiscal Impact: The proposed transfer of funds will allow for the W. Drexel Avenue reconstruction project to proceed with the funding it needs utilizing previously allocated funds from other projects that do not need it.

Prepared by:



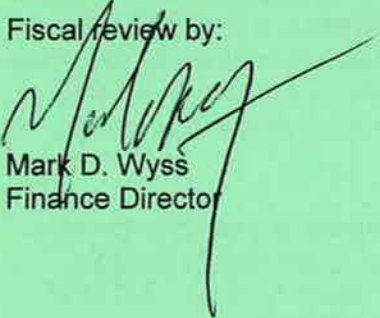
Michael C. Simmons, P.E.
City Engineer

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal review by:



Mark D. Wyss
Finance Director

City of Oak Creek Common Council Report

Meeting Date: February 7, 2011

Item No.: 13

Recommendation: That the Common Council adopts Resolution No. 11213-020712, acquiring fee property (right-of-way), permanent and temporary easements for W. Drexel Avenue reconstruction project from S. 27th Street (STH 241) to I-94 and to send payments in the amounts of the Award of Damages to the affected property owners. (Project No. 06010) (1st and 2nd Aldermanic Districts)

Background: The acquisition (approved with Resolution No. 11128-070511) of real estate and easements are necessary for the reconstruction of the road project. Some of the required acquisitions have been determined to be agreeable by the affected property owners. The acquisitions acquired at this time are summarized below.

Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
Hoffman Estates	7900 S. 27 th Street	810-9010	3	TLE	\$5,400.00
Hoffman Estates	7950 S. 27 th Street	810-9001	4	TLE	\$300.00
Hoffman Estates	2533 W. Drexel Avenue	810-9000	5	TLE	\$1,700.00
Hoffman Estates	2509 W. Drexel Avenue	810-9985	6	FEE & TLE	\$82,760.00
Barg	2121 W. Drexel Avenue	810-9993	14	FEE	\$11,285.81
Brossman	1909 W. Drexel Avenue	811-9990	21	FEE, PLE & TLE	\$26,154.32
Brossman	1901 W. Drexel Avenue	811-9991-001	22	PLE & TLE	\$15,947.29

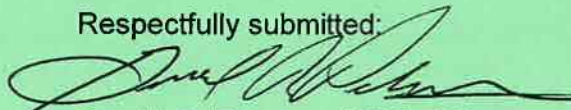
Fiscal Impact: The total cost of this action is \$143,547.42, and is to be paid from CIP funds reserved in Project No. 06010.

Prepared by:



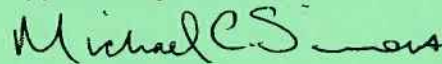
Matthew J. Sullivan, P.E.
Design Engineer

Respectfully submitted:



Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Mark D. Wyss
Finance Director

RESOLUTION NO. 11213-020712

BY: _____

**RESOLUTION ACCEPTING FEE PROPERTY, PERMANENT AND TEMPORARY
EASEMENTS FOR THE DREXEL AVENUE RECONSTRUCTION PROJECT**

(PROJECT NO. 06010)

(1st AND 2ND ALDERMANIC DISTRICTS)

WHEREAS, the City of Oak Creek decided that public necessity demands the reconstruction of W. Drexel Avenue from S. 27th Street (STH 241) to I-94; and

WHEREAS, the acquisition of fee simple title, permanent and temporary easements were approved with Resolution No. 11128-070511, and

WHEREAS, the plat and relocation order for this project, with City I.D. 06010, have been approved and filed with the County Clerk for Milwaukee County, and

WHEREAS, the property owners listed below have agreed to land acquisitions and grant easements to the City,

Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
Hoffman Estates	7900 S. 27 th Street	810-9010	3	TLE	\$5,400.00
Hoffman Estates	7950 S. 27 th Street	810-9001	4	TLE	\$300.00
Hoffman Estates	2533 W. Drexel Avenue	810-9000	5	TLE	\$1,700.00
Hoffman Estates	2509 W. Drexel Avenue	810-9985	6	FEE & TLE	\$82,760.00
Barg	2121 W. Drexel Avenue	810-9993	14	FEE	\$11,285.81
Brossman	1909 W. Drexel Avenue	811-9990	21	FEE, PLE & TLE	\$26,154.32
Brossman	1901 W. Drexel Avenue	811-9991-001	22	PLE & TLE	\$15,947.29

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached land acquisition and easements be approved and the same is hereby accepted; and

BE IT FURTHER RESOLVED, upon request by the Engineering Department the Finance Director is hereby authorized and directed to prepare a check(s) in the amount(s) and to the owner(s) shown above for a closing to be scheduled and upon closing the City Attorney, or city appointed representative, is hereby authorized and directed to record the same in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February, 2012.

Passed and adopted this 7th day of February, 2012.

President, Common Council

Approved this 7th day of February, 2012

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

LEGAL DESCRIPTION

Temporary Limited Easement for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of Parcel 1 of Certified Survey Map No. 6978, in the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said section; thence along the North line of said 1/4 Section North 88°59'24" East 543.00 feet; thence South 00°02'13" East 65.01 feet to a point in the South line of West Drexel Avenue; thence South 88°59'24" West along said South right-of-way line 200.00 feet to the point of beginning; thence South 00°02'13" East 37.00 feet ; thence South 88°59'24" West 111.85 feet; thence North 01°00'39" West 30.00 feet; thence South 88°59'24" West 87.52 feet; thence South 61°38'24" West 32.65 feet; thence South 01°00'36" East 20.00 feet; thence South 88°59'24" West 34.71 feet to a point in the East line of South 27th Street; thence North 00°01'54" West along said East right-of-way line 27.00 feet; thence North 44°28'45" East 21.39 feet to a point in the South line of West Drexel Avenue; thence North 88°59'24" East along said South right-of-way line 247.99 feet to the point of beginning.

This parcel contains 0.150 acres, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

LEGAL DESCRIPTION

A **Temporary Limited Easement** for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of Lot 2 of Certified Survey Map No. 132, in the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said section; thence along the North line of said 1/4 Section North 88°59'24" East 543.00 feet; thence South 00°02'13" East 65.01 feet to a point in the South right-of-way line of West Drexel Avenue; thence along said South right-of-way line South 88°59'24" West 100.00 feet to the point of beginning; thence South 00°02'13" East 7.00 feet; thence South 88°59'24" West 39.12 feet; thence South 01°00'36" East 30.00 feet; thence South 88°59'24" West 61.39 feet; thence North 00°02'13" West 37.00 feet to a point in the South right-of-way line of West Drexel Avenue; thence along said South right-of-way line North 88°59'24" East 100.00 feet to the point of beginning.

This parcel contains 0.058 acres, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

LEGAL DESCRIPTION

A Temporary Limited Easement for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said section; thence along the North line of said 1/4 Section North 88°59'24" East 543.00 feet; thence South 00°02'13" East 65.01 feet to a point in the South right-of-way line of West Drexel Avenue and the point of beginning; thence continuing South 00°02'13" East 12.00 feet; thence South 88°59'24" West 24.36 feet; thence North 01°00'39" West 5.00 feet; thence South 88°59'24" West 75.56 feet; thence North 00°02'13" West 7.00 feet to a point in the South right-of-way line of West Drexel Avenue; thence along said South right-of-way line North 88°59'24" East 100.00 feet to the point of beginning.

This parcel contains 0.019 acres, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

LEGAL DESCRIPTION

Fee Title in and to the following tracts of land in Milwaukee County, State of Wisconsin, described as follows:

That part of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said section; thence along the North line of said 1/4 Section North 88°59'24" East 543.00 feet to the point of beginning; thence continuing North 88°59'24" East 200.00 feet to the owners easterly property line; thence South 00°01'54" East 102.01 feet; thence South 88°59'24" West 199.99 feet; thence North 00°02'13" West 102.01 feet to the point of beginning.

This parcel contains 0.330 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, **Temporary Limited Easement** for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said section; thence along the North line of said 1/4 Section North 88°59'24" East 543.00 feet; thence South 00°02'13" East 30.00 feet to a point in the South right-of-way line of West Drexel Avenue; thence North 88°59'24" East along said South line 200.00 feet; thence South 00°01'54" East 72.01 feet to the point of beginning; thence continuing South 00°01'54" East 5.00 feet; thence South 88°59'24" West 32.85 feet; thence North 03°08'25" East 5.01 feet; thence North 88°59'24" East 32.57 feet to the point of beginning.

This parcel contains 0.004 acres, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

LEGAL DESCRIPTION

Fee Title in and to the following tracts of land in Milwaukee County, State of Wisconsin, described as follows:

That part of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing at the Northwest corner of the Northwest 1/4 of said section; thence along the North line of said 1/4 Section North 88°59'24" East 1743.00 feet to the point of beginning; thence continuing along said North line North 88°59'24" East 336.30 feet; thence South 00°01'46" East 127.01 feet; thence South 88°59'24" West 336.30 feet; thence North 00°01'54" West 127.01 feet to the point of beginning.

This parcel contains 0.749 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

LEGAL DESCRIPTION

Fee Title in and to the following tracts of land in Milwaukee County, State of Wisconsin, described as follows:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°17'57" East 33.00 feet to the point of beginning; thence continuing along said North line North 89°17'57" East 296.59 feet; thence South 00°04'16" East 85.68 feet; thence South 84°56'11" West 188.24 feet; thence South 89°17'57" West 59.21 feet; thence South 44°38'08" West 71.00 feet to the east right-of-way line of South 20th Street; thence along said east right-of-way line North 00°01'46" West 149.92 feet to the point of beginning.

This parcel contains 0.510 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, **Permanent Limited Easement** for the right to construct and maintain an drainage facility, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant there on any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°17'57" East 33.00 feet to the East right-of-way line of South 20th Street extended; thence along said East right-of-way line South 00°01'46" East 149.92 feet; thence North 44°38'08" East 71.00 feet to the point of beginning; thence North 89°17'57" East 34.73 feet; thence South 30°57'34" East 36.49 feet; thence South 59°02'26" West 30.00 feet; thence North 30°57'34" West 53.99 feet to the point of beginning.

This parcel contains 0.031 acres, more or less.

Also, that part of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing

at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°17'57" East 33.00 feet to the East right-of-way line of South 20th Street extended; thence along said East right-of-way line South 00°01'46" East 149.92 feet; thence along said East right-of-way line South 00°01'46" East 27.38 feet to the point of beginning; thence North 89°58'14" East 10.00 feet; thence South 00°01'46" East 40.00 feet; thence South 89°58'14" West 10.00 feet to a point on the East right-of-way line of South 20th Street; thence along said East right-of-way line North 00°01'46" West 40.00 feet to the point of beginning.

This parcel contains 0.009 acres, more or less.

Also, a **Temporary Limited Easement** for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°17'57" East 33.00 feet to the East right-of-way line of South 20th Street extended; thence along said East right-of-way line South 00°01'46" East 149.92 feet to the point of beginning; thence North 44°38'08" East 71.00 feet; thence South 30°57'34" East 53.99 feet; thence North 59°02'26" East 30.00 feet; thence North 30°57'34" West 36.49 feet; thence North 89°17'57" East 24.47 feet; thence North 84°56'11" East 188.24 feet; thence South 00°04'16" East 89.33 feet; thence South 89°17'57" West 118.33 feet; thence South 69°07'38" West 130.03 feet; thence South 89°17'57" West 56.86 feet to the East right-of-way line of South 20th Street; thence along said East right-of-way line North 00°01'46" West 2.56 feet; thence North 89°58'14" East 10.00 feet; thence North 00°01'46" West 40.00 feet; thence South 89°58'14" West 10.00 feet to a point on the East right-of-way line of South 20th Street; thence along said East right-of-way line North 00°01'46" West 27.38 feet to the point of beginning.

This parcel contains 0.594 acres, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

LEGAL DESCRIPTION

Fee Title in and to the following tracts of land in Milwaukee County, State of Wisconsin, described as follows:

That part of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°17'57" East 329.59 feet to the point of beginning; thence continuing along the North line of said 1/4 Section North 89°17'57" East 336.37 feet; thence South 00°00'37" East 60.01 feet to a point in the South right of way line of West Drexel Avenue; thence South 84°56'11" West 337.55 feet; thence North 00°04'16" West 85.68 feet to the point of beginning.

This parcel contains 0.371 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, **Temporary Limited Easement** for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of the Northwest of the Northeast 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°17'57" East 665.96 feet; thence South 00°00'37" East 60.01 feet to a point in the South right of way line of West Drexel Avenue and the point of beginning; thence continuing South 00°00'37" East 18.00 feet; thence South 89°17'57" West 50.99 feet; thence South 05°22'36" East 27.09 feet; thence South 89°17'57" West 162.34 feet; thence South 00°00'37" West 80.01 feet; thence South 89°17'57" West 125.33 feet; thence North 00°04'16" West 99.33 feet; thence North 84°56'11" East 337.55 feet to the point of beginning.

This parcel contains 0.448 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

CITY OF OAK CREEK, WISCONSIN

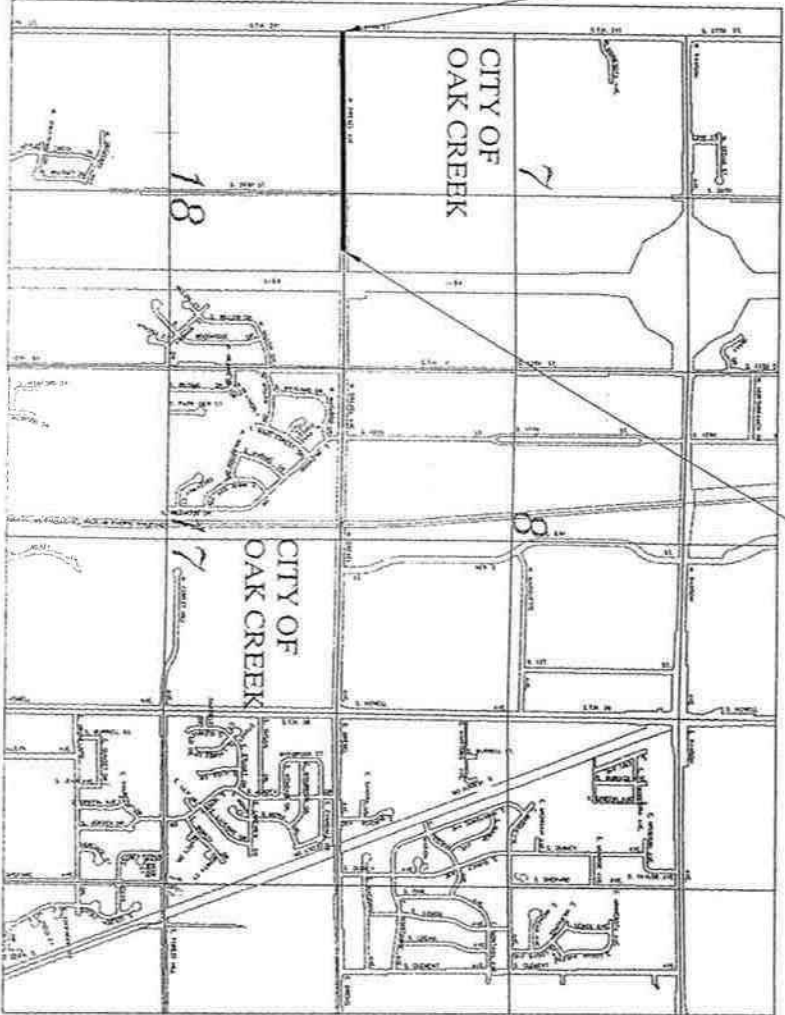
BEGIN RELOCATION ORDER
STA 10+00
 5.00' SOUTH AND 0.00 FEET EAST OF THE
 NORTHWEST 1/4 CORNER OF SECTION 18
 TOWN 5 NORTH, RANGE 22 EAST
 MILWAUKEE COUNTY

END RELOCATION ORDER
STA 46+00.00
 18.55 FEET SOUTH AND 1525.22 FEET WEST OF THE
 NORTHEAST 1/4 CORNER OF SECTION 18
 TOWN 5 NORTH, RANGE 22 EAST
 MILWAUKEE COUNTY

CITY OF FRANKLIN

LEGEND

* BRN MONUMENT	* GAS METER
* SECTION CORNER	* SANITARY MANHOLE
* FLAGPOLE	* SQUARE INLET
* MAILBOX	* STORM SEWER END SECTION
* SIGN	* SANITARY MANHOLE
* BILLBOARD	* SANITARY CLEANOUT OR SEPTIC VENT
* GOVTFC SIGNAL	* SANITARY INTERCEPTOR MANHOLE
* RAILROAD CROSSING SIGNAL	* WATER MANHOLE
* BEACON PEDESTAL	* WATER CURB STOP
* POWER POLE	* WATER SERVICE
* GUY WIRE	* WELL
* LIGHT POLE	* WATER SURFACE
* ELECTR. PEDESTAL	* WETLANDS FLAG
* ELECTR. METER	* MORKS TREES
* TELEPHONE MANHOLE	* DECIDUOUS TREE
* TELEPHONE PEDESTAL	* SHRUB
* GAS VALVE	



ALL COORDINATES ON THIS PLAT ARE ORIENTED TO THE WISCONSIN STATE PLANT COORDINATE SYSTEM SOUTH ZONE NAD 1927. THE PROJECT BASE POINT IS THE NW CORNER OF SECTION 18, T5N, R22E, G1RU COORDINATES, AS PUBLISHED ON THE SEWRPC CONTROL SHEET REVISED 8/2001.
 ALL COORDINATES SHOWN ON THIS PLAT WERE COMPUTED FROM THE PROJECT BASE POINT USING GROUND DISTANCES.
 ALL DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES.
 RIGHT OF WAY MONUMENTS ARE TYPE 2 AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER, BY OTHERS.
 RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

CITY OF OAK CREEK
 MILWAUKEE COUNTY, WISCONSIN
 NOT TO SCALE

CITY OF OAK CREEK, WISCONSIN

REVISION OR DATE	BY	DATE	DESCRIPTION	DATE
		06/29/11	RIGHT-OF-WAY PLAT	06/29/11
			IN- WEST DEXEL AVENUE	
			FROM: SOUTH 27TH STREET (5TH 241)	
			TO: I.H. 94	
			MILWAUKEE COUNTY	
R/W PROJECT NO. 08010				
FILE NO. FILE				

APPROVED FOR
 CHIEF OF OAK CREEK

M. S. Smith
 City Engineer

R.A. Smith National
 Royal Surveying
 and Engineering



DATE: JUN. 29, 2010

SCHEDULE OF LANDS & INTEREST REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED

* AREA FROM CITY OF OAK CREEK ASSESSOR (ACRES)

PARCEL NUMBER	SHEET NUMBER	OWNERS	INTEREST REQUIRED	* TOTAL AREA	R/W AREA NEW	REQUIRED EXISTING	(ACRES) TOTAL	TOTAL AREA REMAINING	T.L.E. TEMP. ACRES	P.L.E. PERM. ACRES
1	3	NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	FEE, TLE	28.445	0.791	0.379	1.170	27.275	0.277	-
2	3	ELIMINATED	TLE	-	-	-	-	-	0.150	-
3	3	HENRY J. HOFFMAN ESTATE	TLE	-	-	-	-	-	0.058	-
4	3	HENRY J. HOFFMAN ESTATE	TLE	-	-	-	-	-	0.019	-
5	3	HENRY J. HOFFMAN ESTATE	TLE	-	-	-	-	-	0.019	-
6	3	HENRY J. HOFFMAN ESTATE	FEE, TLE	5.94	0.330	0.137	0.467	5.473	0.004	-
7	3	RAY H. AND LYNETTE M. KNAPP	FEE, TLE	3.04	0.165	0.068	0.233	2.807	0.011	-
8	3	BRIAN F. BUSCH	FEE, TLE, PLE	3.04	0.165	0.068	0.233	2.807	0.016	0.032
9	3	RALPH A. AND JUDITH A. KOERNER	FEE, TLE, PLE	1.95	0.165	0.088	0.233	1.717	0.016	0.032
10		ELIMINATED								
11	4	WALDEN OG, LLC	FEE, TLE	5.94	0.331	0.137	0.468	5.472	0.092	-
12	4	HERBERT P. LASS JR. AND DONNA ROSE LASS	FEE, TLE	5.94	4.705	0.137	4.842	1.098	0.045	-
13	4	ELIMINATED								
14 (2)	4	DOROTHEA MCCROSSEN BARG	FEE	7.728	0.749	0.231	0.980	6.748	-	-
15	4	BRADLEY T. SCHMIDT	PLE, TLE	-	-	-	-	-	0.923	0.040
16	5	NANCY ROGERS	FEE, TLE	1.00	0.085	0.059	0.144	0.856	0.004	-
17	5	CARL R. AND DIANE M. SOHERRARTH	TLE	-	-	-	-	-	0.017	-
18	5	BERNARD V. AND JANET M. ADAMS	FEE, TLE, PLE	0.910	0.005	-	0.005	0.905	0.036	0.042
19		ELIMINATED								
20	5	BROSSMAN II, LLC	FEE, PLE, TLE	5.72	0.510	0.335	0.845	4.875	0.594	0.040
21	5	KENNETH MASON, ET AL	FEE, TLE	20.09	0.371	0.191	0.562	19.438	0.448	-
22	5	THOMAS E. AND DAWN M. KROMRAJ	TLE	-	-	-	-	-	0.045	-
23	5	DAVID A. AND MICHELLE L. DONOVAN	TLE, PLE	-	-	-	-	-	0.055	0.005
24	5	ELIMINATED								
25		ELIMINATED								
26		ELIMINATED								
27		ELIMINATED								
28		ELIMINATED								
29		ELIMINATED								
200	3, 5	AT&T	RELEASE OF RIGHTS							
201	3	TIME WARNER CABLE	RELEASE OF RIGHTS							

R.A. Smith National, Inc.
Beyond Surveying and Engineering
 2011 S. WISCONSIN AVENUE, SUITE 200
 MILWAUKEE, WISCONSIN 53234

DESIGNED BY	DATE	CHECKED BY	DATE
DAK	10/13/11		
CITY OF OAK CREEK, WISCONSIN			
DESIGNED BY	DATE	CHECKED BY	DATE
DAK	08/29/11	CHV	08/29/11
RIGHT-OF-WAY PLAN			
FOR: WEST OREXEL AVENUE			
FROM: SOUTH 27TH STREET (S7H 241)			
TO: 14, 94			
MILWAUKEE COUNTY			
R/W PROJECT NO. 08010			
SCALE	N/A	SHEET	2
FILE NO.			5

R.A. Smith National, Inc.
 Beyond Surveying
 and Engineering

501 N. Washington Street, Suite 200
 Milwaukee, WI 53204
 414.224.1100
 www.rasmith.com

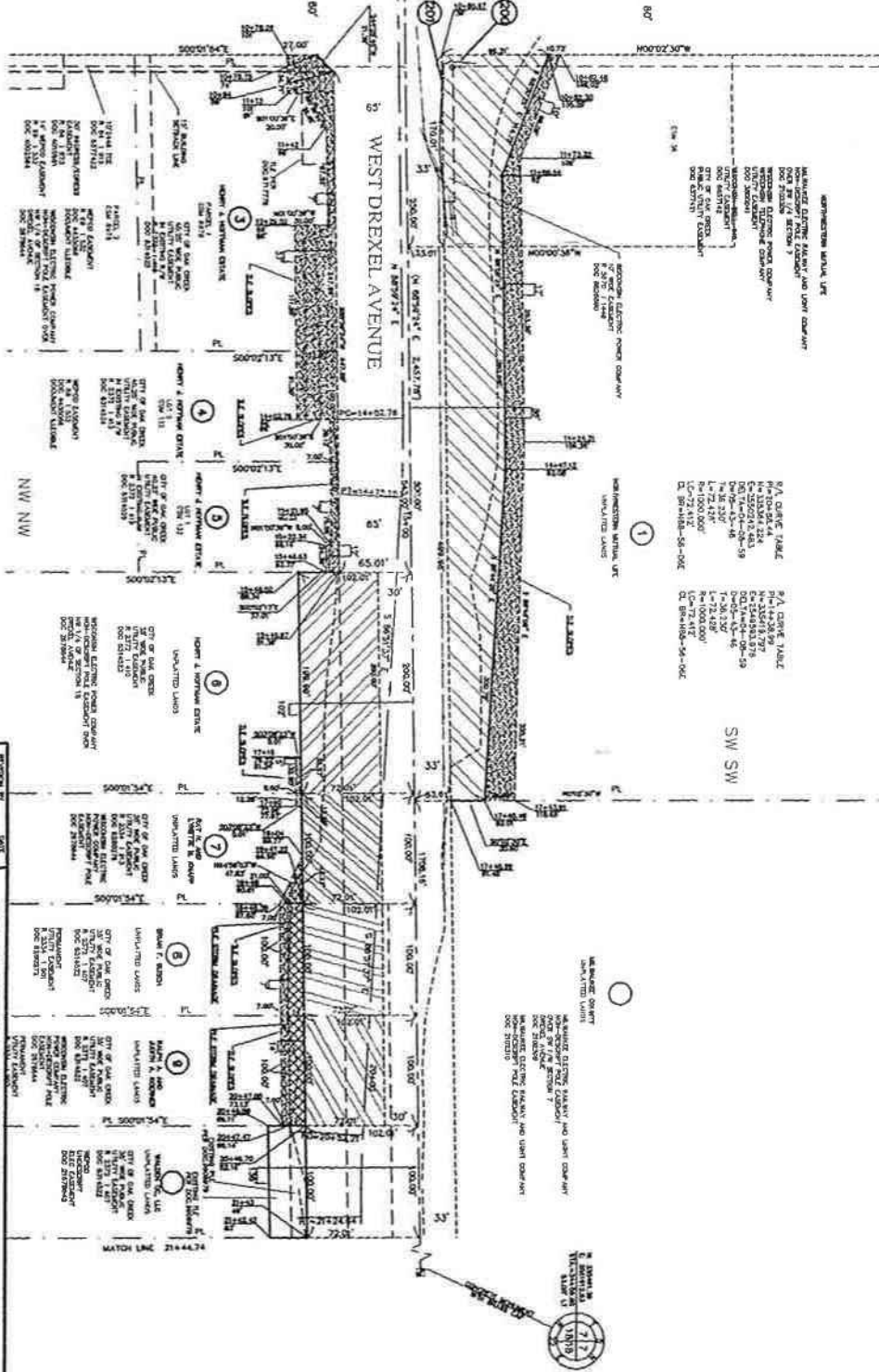


BEGIN RELOCATION ORDER
 STA. P1 = 10+00.00
 N = 335,412.0591
 E = 2,549,155.0533

SOUTH 27TH STREET
 (STH 241)

CITY OF FRANKLIN
 CITY OF OAK CREEK

WEST DREXEL AVENUE



ALL DIMENSIONS ON THIS PLAN ARE GROUND TO THE PROPOSED STATE PLANK CONCRETE CUSTODIAL SOUTH ZONE HOV 3.01. THE PROPOSED STATE PLANK CONCRETE CUSTODIAL SOUTH ZONE HOV 3.01 SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CONTROL SHEET REVISION 8/2011. ALL DIMENSIONS SHOWN ON THIS PLAN WERE COMPARED FROM THE PROJECT BASE POINT USING GROUND DISTANCES. ALL DIMENSIONS SHOWN ON THIS PLAN ARE GROUND DISTANCES.

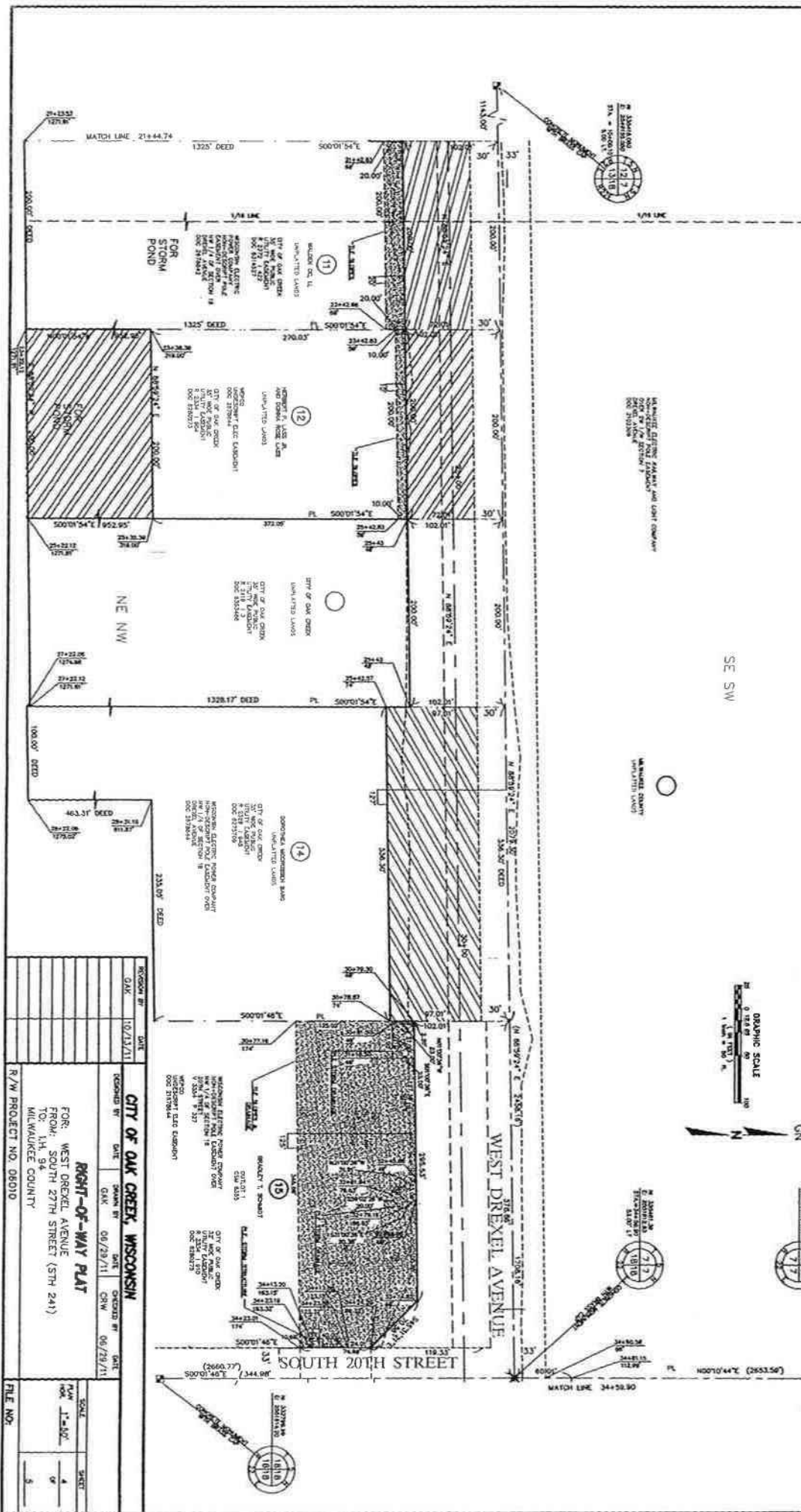
UNAPPORTED LOTS

NO.	AREA	OWNER
1	1.28 AC	UNAPPORTED LOTS
2	1.28 AC	UNAPPORTED LOTS
3	1.28 AC	UNAPPORTED LOTS
4	1.28 AC	UNAPPORTED LOTS
5	1.28 AC	UNAPPORTED LOTS
6	1.28 AC	UNAPPORTED LOTS
7	1.28 AC	UNAPPORTED LOTS
8	1.28 AC	UNAPPORTED LOTS
9	1.28 AC	UNAPPORTED LOTS
10	1.28 AC	UNAPPORTED LOTS
11	1.28 AC	UNAPPORTED LOTS
12	1.28 AC	UNAPPORTED LOTS
13	1.28 AC	UNAPPORTED LOTS
14	1.28 AC	UNAPPORTED LOTS
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46	1.28 AC	UNAPPORTED LOTS
47	1.28 AC	UNAPPORTED LOTS
48	1.28 AC	UNAPPORTED LOTS
49	1.28 AC	UNAPPORTED LOTS
50	1.28 AC	UNAPPORTED LOTS
51	1.28 AC	UNAPPORTED LOTS
52	1.28 AC	UNAPPORTED LOTS
53	1.28 AC	UNAPPORTED LOTS
54	1.28 AC	UNAPPORTED LOTS
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65	1.28 AC	UNAPPORTED LOTS
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67	1.28 AC	UNAPPORTED LOTS
68	1.28 AC	UNAPPORTED LOTS
69	1.28 AC	UNAPPORTED LOTS
70	1.28 AC	UNAPPORTED LOTS
71	1.28 AC	UNAPPORTED LOTS
72	1.28 AC	UNAPPORTED LOTS
73	1.28 AC	UNAPPORTED LOTS
74	1.28 AC	UNAPPORTED LOTS
75	1.28 AC	UNAPPORTED LOTS
76	1.28 AC	UNAPPORTED LOTS
77	1.28 AC	UNAPPORTED LOTS
78	1.28 AC	UNAPPORTED LOTS
79	1.28 AC	UNAPPORTED LOTS
80	1.28 AC	UNAPPORTED LOTS
81	1.28 AC	UNAPPORTED LOTS
82	1.28 AC	UNAPPORTED LOTS
83	1.28 AC	UNAPPORTED LOTS
84	1.28 AC	UNAPPORTED LOTS
85	1.28 AC	UNAPPORTED LOTS
86	1.28 AC	UNAPPORTED LOTS
87	1.28 AC	UNAPPORTED LOTS
88	1.28 AC	UNAPPORTED LOTS
89	1.28 AC	UNAPPORTED LOTS
90	1.28 AC	UNAPPORTED LOTS
91	1.28 AC	UNAPPORTED LOTS
92	1.28 AC	UNAPPORTED LOTS
93	1.28 AC	UNAPPORTED LOTS
94	1.28 AC	UNAPPORTED LOTS
95	1.28 AC	UNAPPORTED LOTS
96	1.28 AC	UNAPPORTED LOTS
97	1.28 AC	UNAPPORTED LOTS
98	1.28 AC	UNAPPORTED LOTS
99	1.28 AC	UNAPPORTED LOTS
100	1.28 AC	UNAPPORTED LOTS

NO.	DATE	BY	FOR
1	06/29/11	CHW	FOR: WEST DREXEL AVENUE FROM: SOUTH 27TH STREET (STH 241) MILWAUKEE COUNTY
2	08/29/11	CHW	R/W PROJECT NO. 00010

SCALE	1"=50'
SHEET	3
OF	3
FILE NO.	

ALL DIMENSIONS ON THIS PLAN ARE BASED UPON THE PROVISIONS OF THE WISCONSIN STATE PLAT COMPACT SYSTEM, SOUTH ZONE AND 1927 CONTROL BASE POINT 6. THE NW CORNER OF SECTION 16, T4N, R24E, S42ND, IS REFERRED TO AS THE SHOWN. ALL COORDINATES SHOWN ON THIS PLAN WERE COMPUTED FROM THE PROTECT BASE POINT USING GROUND DISTANCES. ALL DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES.



SE SW



R.A. Smith National, Inc.
Beyond Surveying
and Engineering

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REVISION BY	DATE	DESCRIPTION
DAK	10/13/11	

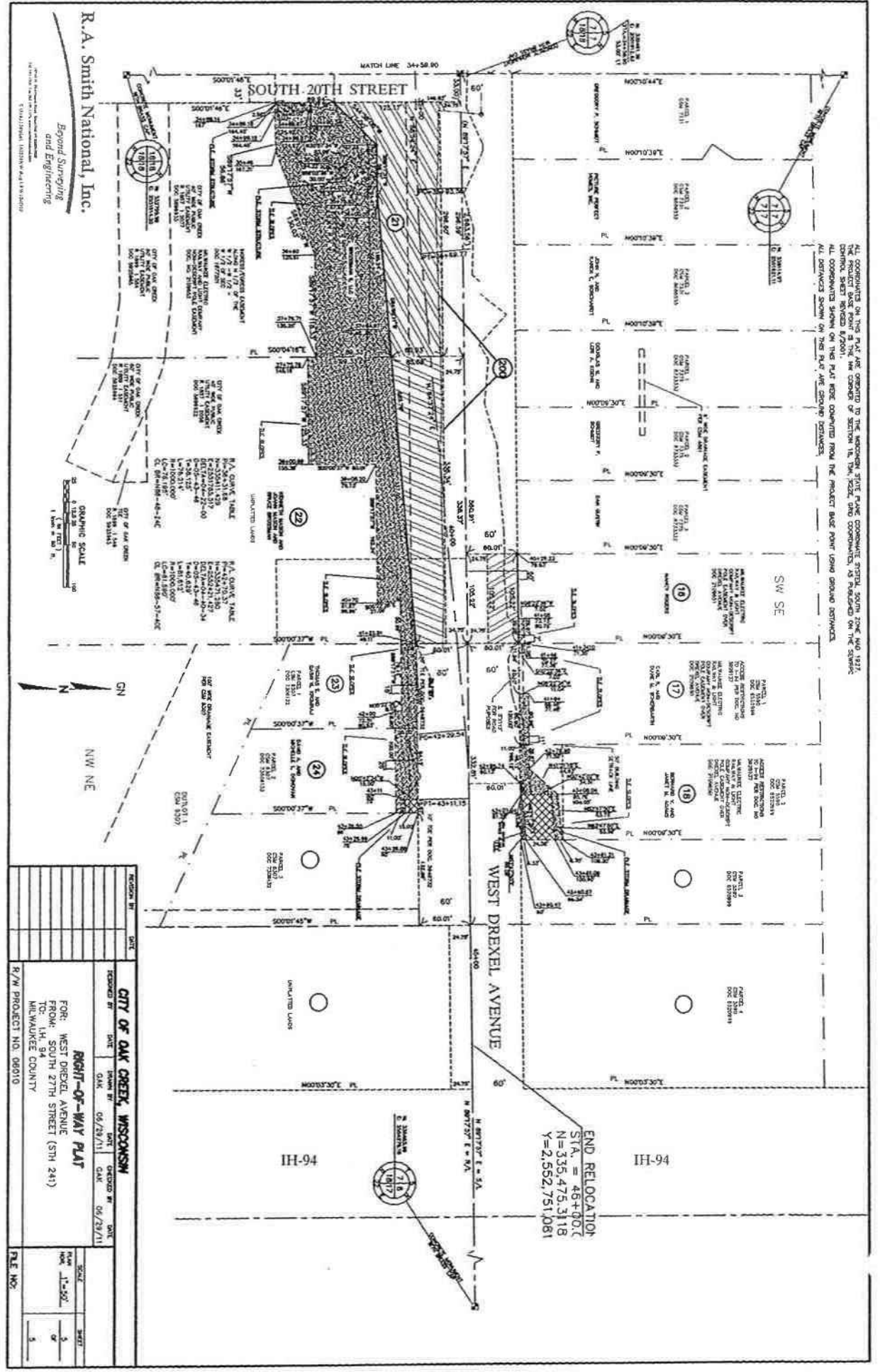
DESIGNED BY	DATE	CHECKED BY	DATE
DAK	08/29/11	CRW	08/29/11

PROJECT NO.	163256
PROJECT NAME	RIGHT-OF-WAY PLAT
FROM	WEST DREXEL AVENUE TO SOUTH 27TH STREET (5TH 241)
TO	14, 94
COUNTY	MILWAUKEE COUNTY
PROJECT NO.	08010

SCALE	1"=100'
SHEET	4 OF 5
FILE NO.	

R.A. Smith National, Inc.
 Beyond Surveying
 and Engineering

REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 12534
 STATE OF WISCONSIN
 COMMERCIAL LICENSE NO. 12534



REVISION BY	DATE	CITY OF OAK CREEK, WISCONSIN	
		ISSUED BY	DATE
		OAK	06/28/11
		OAK	06/28/11
FOR: WEST DREXEL AVENUE FROM: SOUTH 27TH STREET (3TH 241) MILWAUKEE COUNTY			
R/W PROJECT NO. 08010		SCALE	SHEET
		1" = 50'	3
		OF	4
P.L.E. NO.			4

ALL DIMENSIONS SHOWN ON THIS PLAN ARE COMPUTED FROM THE PROJECT BASE POINT USING GROUND DISTANCES.
 ALL DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES.
 THE PROJECT BASE POINT IS THE POINT OF BEGINNING OF THE PROJECT BASE POINT CONTROL POINT 10K AND 1017
 THE PROJECT BASE POINT IS THE POINT OF BEGINNING OF THE PROJECT BASE POINT CONTROL POINT 10K AND 1017
 ALL DIMENSIONS SHOWN ON THIS PLAN ARE COMPUTED FROM THE PROJECT BASE POINT USING GROUND DISTANCES.

CITY OF OAK CREEK, WISCONSIN

BEGIN RELOCATION ORDER
 STA 10+00
 6.00' SOUTH AND 0.00 FEET EAST OF THE
 NORTHWEST 1/4 CORNER OF SECTION 18
 TOWN 5 NORTH, RANGE 22 EAST
 MILWAUKEE COUNTY

END RELOCATION ORDER
 STA 46+00.00
 18.65 FEET SOUTH AND 1525.22 FEET WEST OF THE
 NORTHEAST 1/4 CORNER OF SECTION 18
 TOWN 5 NORTH, RANGE 22 EAST
 MILWAUKEE COUNTY

LEGEND

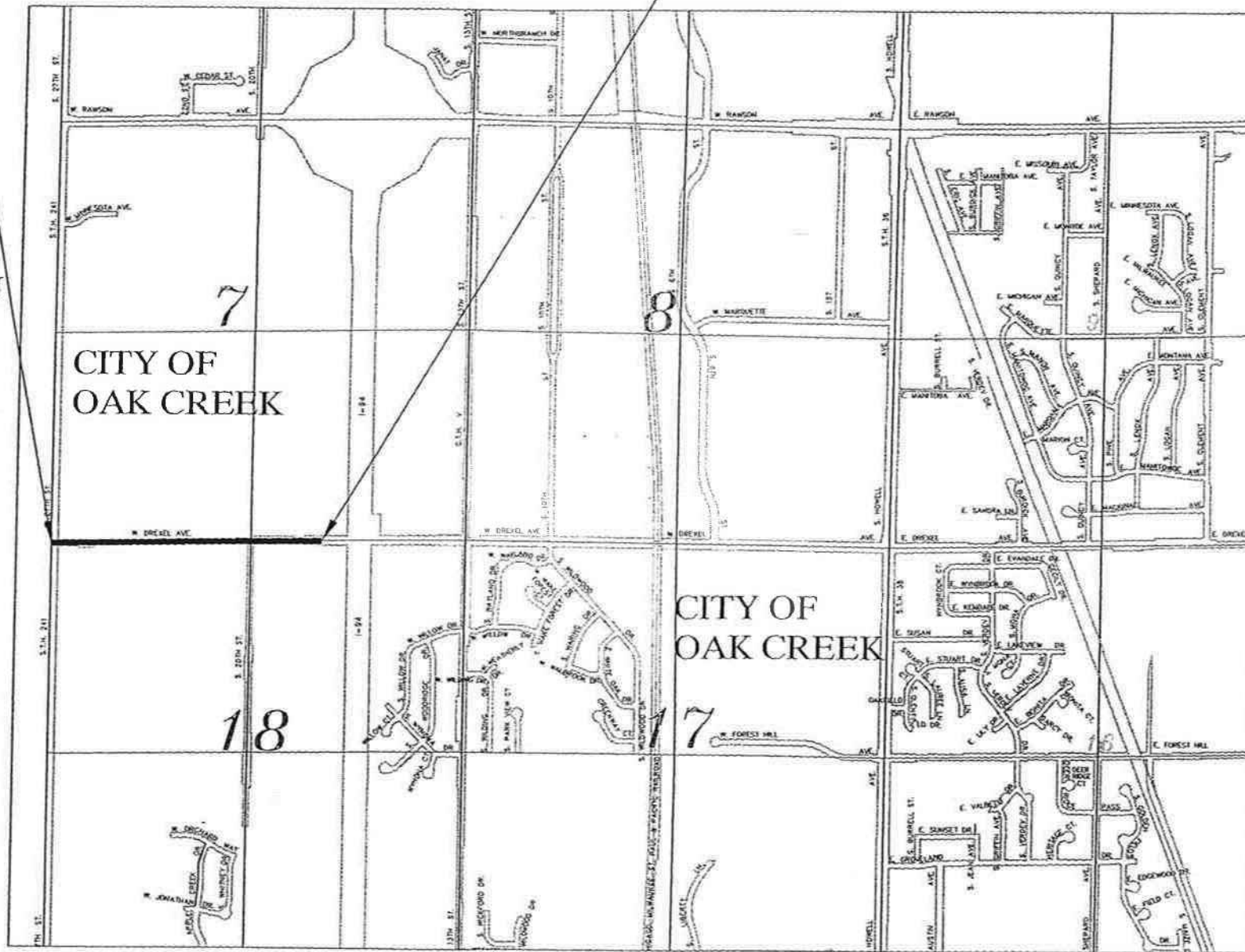
CITY OF FRANKLIN

CITY OF OAK CREEK

CITY OF OAK CREEK



- ⊠ R/W MONUMENT
- △ BENCHMARK
- ⊠ SECTION CORNER
- ⊠ FLAGPOLE
- ⊠ MAILBOX
- ⊠ SIGN
- BILLBOARD
- ⊠ CONTROL BOX
- ⊠ TRAFFIC SIGNAL
- ⊠ RAILROAD CROSSING SIGNAL
- ⊠ CABLE PEDESTAL
- ⊠ POWER POLE
- ⊠ GUY POLE
- ⊠ GUY WIRE
- ⊠ LIGHT POLE
- ⊠ ELECTRIC MANHOLE
- ⊠ ELECTRIC PEDESTAL
- ⊠ ELECTRIC METER
- ⊠ TELEPHONE MANHOLE
- ⊠ TELEPHONE PEDESTAL
- ⊠ GAS VALVE
- ⊠ GAS METER
- ⊠ STORM MANHOLE
- ⊠ ROUND INLET
- ⊠ SQUARE INLET
- ⊠ STORM SEWER END SECTION
- ⊠ SANITARY MANHOLE
- ⊠ SANITARY CLEANOUT OR SEPTIC VENT
- ⊠ SANITARY INTERCEPTOR MANHOLE
- ⊠ MISCELLANEOUS MANHOLE
- ⊠ WATER VALVE
- ⊠ HYDRANT
- ⊠ WATER SERVICE CURB STOP
- ⊠ WATER MANHOLE
- ⊠ WELL
- ⊠ WATER SURFACE
- ⊠ WETLANDS FLAG
- ⊠ MARSH
- ⊠ CONIFEROUS TREE
- ⊠ DECIDUOUS TREE
- ⊠ SHRUB
- EDGE OF TREES
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- MARKED GAS MAIN
- MARKED ELECTRIC
- OVERHEAD WIRES
- BUREAU ELEC. SERV.
- MARKED TELEPHONE
- MARKED CABLE TV LINE
- MARKED FIBER OPTIC
- NEW RIGHT-OF-WAY
- TEMPORARY LIMITED EASEMENT
- TEMPORARY LIMITED EASEMENT



APPROVED FOR
 CITY OF OAK CREEK
 DATE 7/5/11
 Signature: *Michael S. ...*
 City Engineer
 Title of Official

R.A. Smith National
 Beyond Surveying
 and Engineering
 WISCONSIN
 GREGORY K. KUNZ
 S-1346
 WAUKESHA WI
 LAND SURVEYOR
 DATE JUNE 29, 2011
 Signature: *Gregory A. Kunz*
 LAND SURVEYOR

ALL COORDINATES ON THIS PLAT ARE ORIENTED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD 1927. THE PROJECT BASE POINT IS THE NW CORNER OF SECTION 18, T5N, R22E, GRID COORDINATES, AS PUBLISHED ON THE SEWRPC CONTROL SHEET REVISED 8/2001.

ALL COORDINATES SHOWN ON THIS PLAT WERE COMPUTED FROM THE PROJECT BASE POINT USING GROUND DISTANCES.

ALL DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES.

RIGHT OF WAY MONUMENTS ARE TYPE 2 AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER, BY OTHERS.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

CITY OF OAK CREEK
 MILWAUKEE COUNTY, WISCONSIN
 NOT TO SCALE

REVISION BY	DATE	CITY OF OAK CREEK, WISCONSIN			
DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE
			06/29/11	GAK	06/29/11
RIGHT-OF-WAY PLAT					
IN: WEST DREXEL AVENUE					
FROM: SOUTH 27TH STREET (STH 241)					
TO: I.H. 94 MILWAUKEE COUNTY					
R/W PROJECT NO. 06010					
SCALE					SHEET
PLAN HOR. 1"=1000'					1
					OF
					5
FILE NO: FILE#					

SCHEDULE OF LANDS & INTEREST REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED

* AREA FROM CITY OF OAK CREEK ASSESSOR (ACRES)

PARCEL NUMBER	SHEET NUMBER	OWNERS	INTEREST REQUIRED	* TOTAL AREA	R/W AREA REQUIRED (ACRES)			TOTAL AREA REMAINING	T.L.E. TEMP. ACRES	P.L.E. PERM. ACRES
					NEW	EXISTING	TOTAL			
1	3	NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	FEE, TLE	28.445	0.791	0.379	1.170	27.275	0.277	-
2		ELIMINATED								
3	3	HENRY J. HOFFMAN ESTATE	TLE	-	-	-	-	-	0.150	-
4	3	HENRY J. HOFFMAN ESTATE	TLE	-	-	-	-	-	0.058	-
5	3	HENRY J. HOFFMAN ESTATE	TLE	-	-	-	-	-	0.019	-
6	3	HENRY J. HOFFMAN ESTATE	FEE, TLE	5.94	0.330	0.137	0.467	5.473	0.004	-
7	3	RAY H. AND LYNETTE M. KNAPP	FEE, TLE	3.04	0.165	0.068	0.233	2.807	0.011	-
8	3	BRIAN F. BUSCH	FEE, TLE, PLE	3.04	0.165	0.068	0.233	2.807	0.016	0.032
9	3	RALPH A. AND JUDITH A. KOERNER	FEE, TLE, PLE	1.95	0.165	0.068	0.233	1.717	0.016	0.032
10		ELIMINATED								
11	4	WALDEN OC, LLC	FEE, TLE	5.94	0.331	0.137	0.468	5.572	0.092	-
12	4	HERBERT P. LASS JR. AND DONNA ROSE LASS	FEE, TLE	5.94	4.705	0.137	4.842	1.098	0.045	-
13	4	ELIMINATED								
14 (2)	4	DOROTHEA MCCROSSEN BARG	FEE	7.728	0.749	0.231	0.980	6.748	-	-
15	4	BRADLEY T. SCHMIDT	PLE, TLE	-	-	-	-	-	0.923	0.040
16	5	NANCY ROGERS	FEE, TLE	1.00	0.085	0.059	0.144	0.856	0.004	-
17	5	CARL R. AND DIANE M. SCHERBARTH	TLE	-	-	-	-	-	0.017	-
18	5	BERNARD V. AND JANET M. ADAMS	FEE, TLE, PLE	0.910	0.005	-	0.005	0.905	0.036	0.042
19		ELIMINATED								
20		ELIMINATED								
21	5	BROSSMAN II, LLC	FEE, PLE TLE	5.72	0.510	0.335	0.845	4.875	0.594	0.040
22	5	KENNETH MASON, ET AL	FEE, TLE	20.00	0.371	0.191	0.562	19.438	0.448	-
23	5	THOMAS E. AND DAWN M. KROMRAJ	TLE	-	-	-	-	-	0.045	-
24	5	DAVID A. AND MICHELLE L. DONOVAN	TLE, PLE	-	-	-	-	-	0.055	0.005
25		ELIMINATED								
26		ELIMINATED								
27		ELIMINATED								
28		ELIMINATED								
29		ELIMINATED								
200	3, 5	AT&T	RELEASE OF RIGHTS							
201	3	TIME WARNER CABLE	RELEASE OF RIGHTS							

R.A. Smith National, Inc.

Beyond Surveying
and Engineering

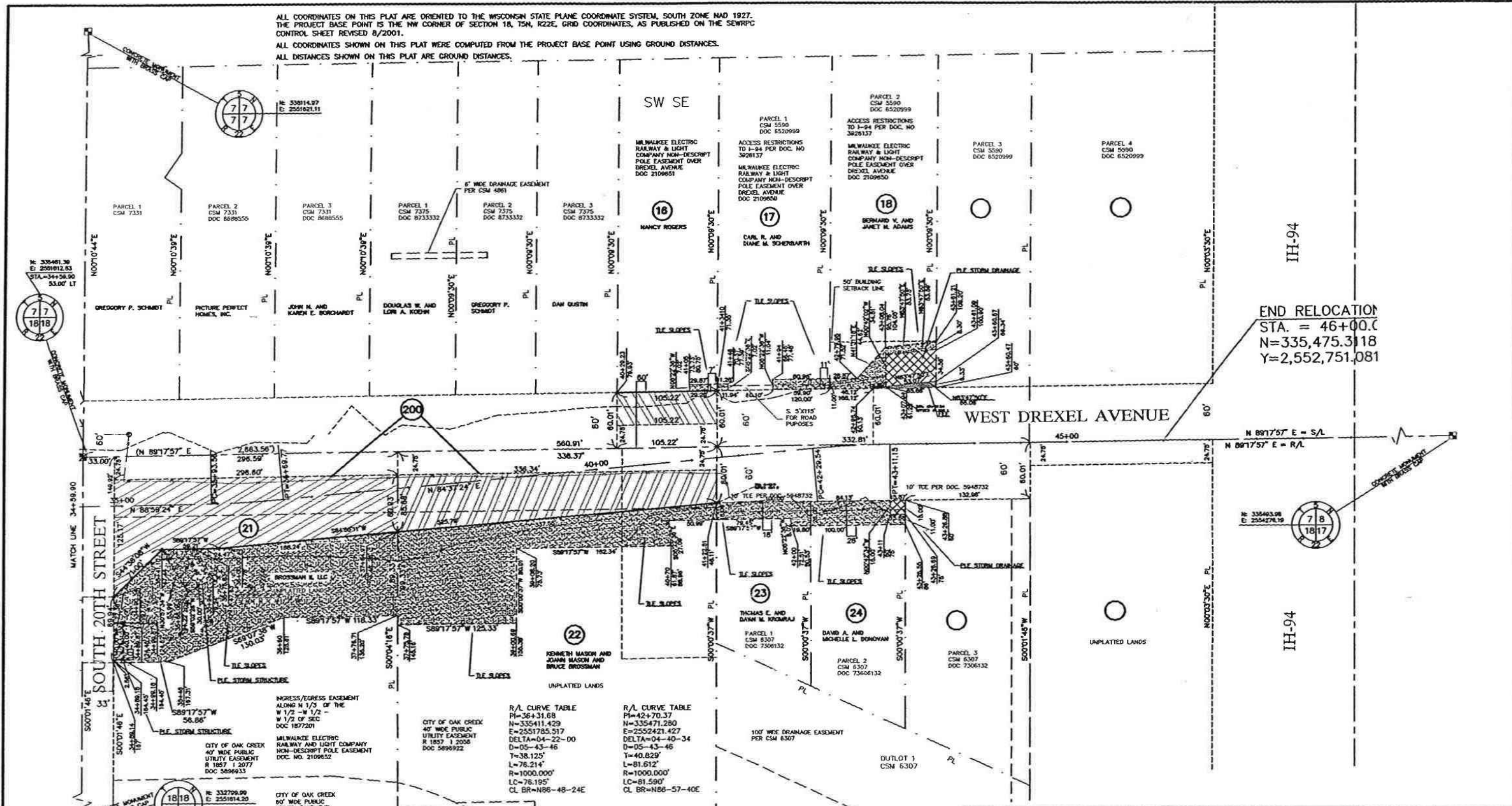
16745 W. De Witt Road, Brookfield, WI 53005-9008
162-781-1000 Fax: 262-781-2312, www.ra-smith.com

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REVISION BY	DATE	CITY OF OAK CREEK, WISCONSIN			
GAK	10/13/11	DESIGNED BY	DATE	DRAWN BY	DATE
		GAK	06/29/11	CRW	06/29/11
RIGHT-OF-WAY PLAT					SCALE
FOR: WEST DREXEL AVENUE					PLAN
FROM: SOUTH 27TH STREET (STH 241)					HOR.
TO: I.H. 94					N/A
MILWAUKEE COUNTY					SHEET
R/W PROJECT NO. 06010					2
FILE NO:					OF
FILE NO:					5

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ALL COORDINATES ON THIS PLAT ARE ORIENTED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD 1927. THE PROJECT BASE POINT IS THE NW CORNER OF SECTION 18, T54N, R22E, GRID COORDINATES, AS PUBLISHED ON THE SEWRPC CONTROL SHEET REVISED 8/2001.
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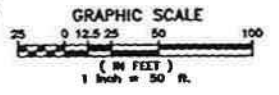
END RELOCATION
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 Y=2,552,751.081

R/L CURVE TABLE

PI=36+31.68	PI=42+70.37
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E=2551785.517	E=2552421.427
DELTA=04-22-00	DELTA=04-40-34
D=05-43-46	D=05-43-46
T=38.125'	T=40.829'
L=76.214'	L=81.612'
R=1000.000'	R=1000.000'
LC=76.195'	LC=81.590'
CL BR=N86-48-24E	CL BR=N88-57-40E

REVISION BY						DATE					
CITY OF OAK CREEK, WISCONSIN											
DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE						
GAK	06/29/11	GAK	06/29/11	GAK	06/29/11						
RIGHT-OF-WAY PLAT						SCALE	SHEET				
FOR: WEST DREXEL AVENUE						PLAN	5				
FROM: SOUTH 27TH STREET (STH 241)						HOR.	OF				
TO: I.H. 94							5				
MILWAUKEE COUNTY											
R/W PROJECT NO. 06010						FILE NO:					

R.A. Smith National, Inc.
 Beyond Surveying
 and Engineering



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CITY OF OAK CREEK, WISCONSIN

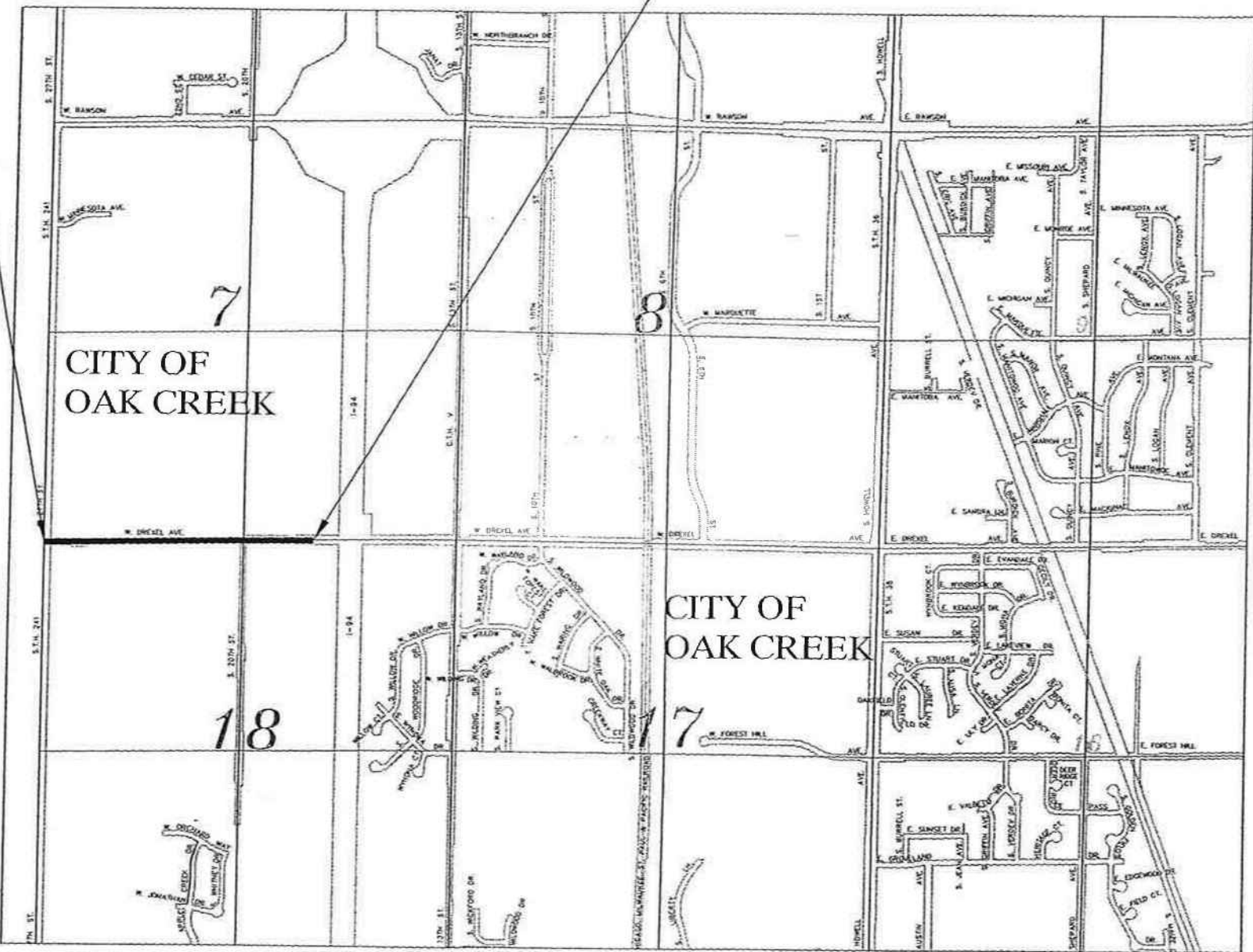
**BEGIN RELOCATION ORDER
STA 10+00**
6.00' SOUTH AND 0.00 FEET EAST OF THE
NORTHWEST 1/4 CORNER OF SECTION 18
TOWN 5 NORTH, RANGE 22 EAST
MILWAUKEE COUNTY

**END RELOCATION ORDER
STA 46+00.00**
18.65 FEET SOUTH AND 1525.22 FEET WEST OF THE
NORTHEAST 1/4 CORNER OF SECTION 18
TOWN 5 NORTH, RANGE 22 EAST
MILWAUKEE COUNTY

CITY OF
FRANKLIN

LEGEND

- | | |
|----------------------------|------------------------------------|
| ⊙ R/W MONUMENT | ⊙ GAS METER |
| ⊙ BENCHMARK | ⊙ STORM MANHOLE |
| ⊙ SECTION CORNER | ⊙ ROUND INLET |
| ⊙ FLAGPOLE | ⊙ SQUARE INLET |
| ⊙ MAILBOX | ⊙ STORM SEWER END SECTION |
| ⊙ SIGN | ⊙ SANITARY MANHOLE |
| ⊙ BILLBOARD | ⊙ SANITARY CLEANOUT OR SEPTIC VENT |
| ⊙ CONTROL BOX | ⊙ SANITARY INTERCEPTOR MANHOLE |
| ⊙ TRAFFIC SIGNAL | ⊙ MISCELLANEOUS MANHOLE |
| ⊙ RAILROAD CROSSING SIGNAL | ⊙ WATER VALVE |
| ⊙ CABLE PEDESTAL | ⊙ HYDRANT |
| ⊙ POWER POLE | ⊙ WATER SERVICE CURB STOP |
| ⊙ GUY POLE | ⊙ WATER MANHOLE |
| ⊙ GUY WIRE | ⊙ WELL |
| ⊙ LIGHT POLE | ⊙ WATER SURFACE |
| ⊙ ELECTRIC MANHOLE | ⊙ WETLANDS FLAG |
| ⊙ ELECTRIC PEDESTAL | ⊙ MARSH |
| ⊙ ELECTRIC METER | ⊙ CONIFEROUS TREE |
| ⊙ TELEPHONE MANHOLE | ⊙ DECIDUOUS TREE |
| ⊙ TELEPHONE PEDESTAL | ⊙ SHRUB |
| ⊙ GAS VALVE | |
-
- | | |
|-------------------|------------------------|
| — EDGE OF TREES | — OVERHEAD WIRES |
| — SANITARY SEWER | — BUREAU ELEC. SERV. |
| — STORM SEWER | — MARKED TELEPHONE |
| — WATER MAIN | — MARKED CABLE TV LINE |
| — MARKED GAS MAIN | — MARKED FIBER OPTIC |
| — MARKED ELECTRIC | — NEW RIGHT-OF-WAY |
-
- | | |
|------------------------------|------------------------------|
| — TEMPORARY LIMITED EASEMENT | — TEMPORARY LIMITED EASEMENT |
|------------------------------|------------------------------|



APPROVED FOR
CITY OF OAK CREEK

DATE 7/5/11

Signature: *Michael C. Smith*
City Engineer
Title of Official

R.A. Smith National
Beyond Surveying
and Engineering

WISCONSIN
GREGORY A. KUNZ
S-1346
WAUKESHA
WI
LAND SURVEYOR

DATE JUNE 29, 2011

Signature: *Gregory A. Kunz*
LAND SURVEYOR

ALL COORDINATES ON THIS PLAT ARE ORIENTED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD 1927. THE PROJECT BASE POINT IS THE NW CORNER OF SECTION 18, T5N, R22E, GRID COORDINATES, AS PUBLISHED ON THE SEWRPC CONTROL SHEET REVISED 8/2001.

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RIGHT OF WAY MONUMENTS ARE TYPE 2 AND ARE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER, BY OTHERS.

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

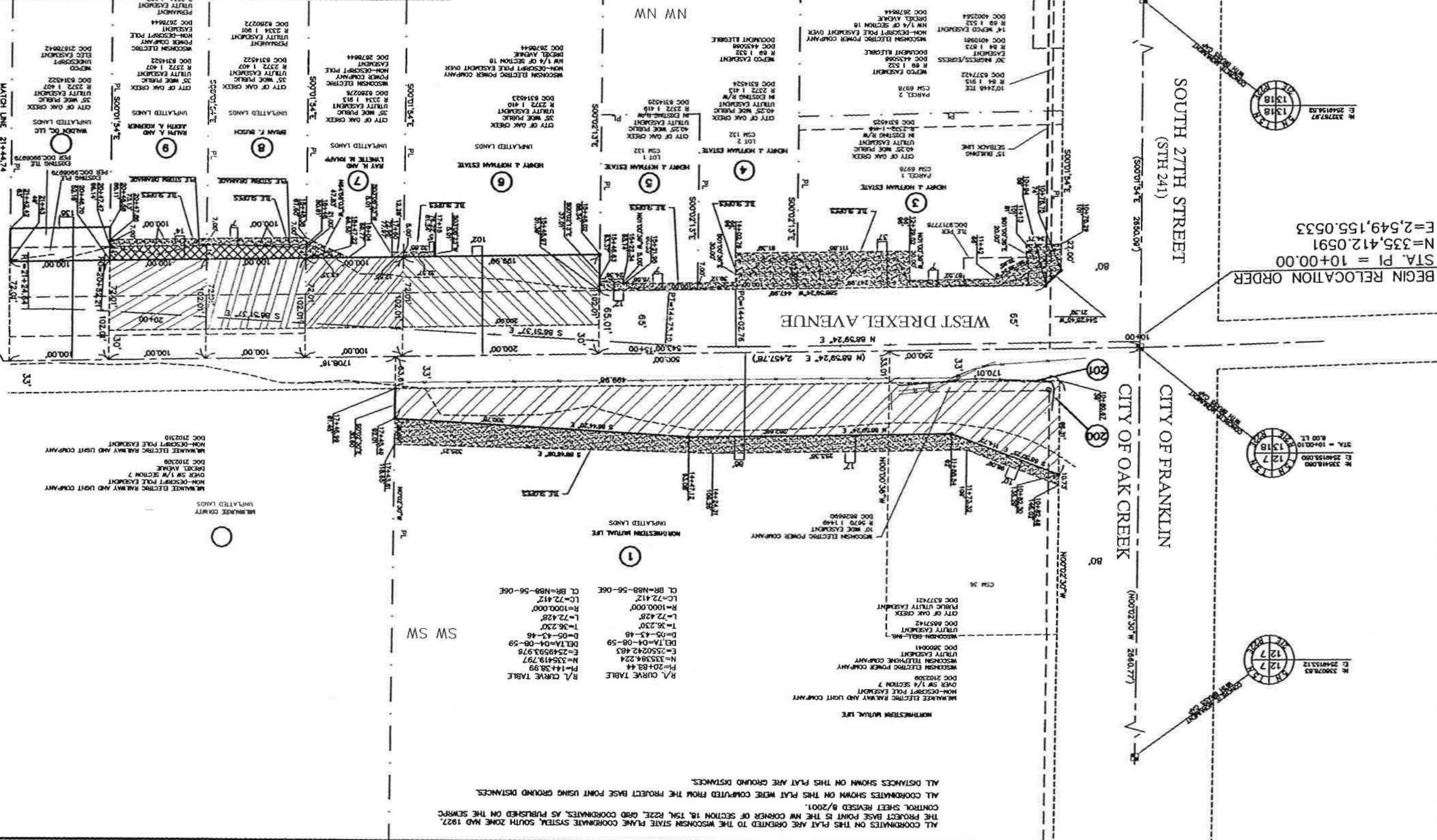
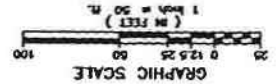
CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN
NOT TO SCALE

REVISION BY	DATE	CITY OF OAK CREEK, WISCONSIN			
DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE
			06/29/11	GAK	06/29/11
RIGHT-OF-WAY PLAT					
IN: WEST DREXEL AVENUE					
FROM: SOUTH 27TH STREET (STH 241)					
TO: I.H. 94 MILWAUKEE COUNTY					
R/W PROJECT NO. 06010					
SCALE					SHEET
PLAN HOR. 1"=1000'					1
					OF
					5
FILE NO: FILE#					

FILE NO.	R/W PROJECT NO. 06010
SCALE	MILWAUKEE COUNTY
SHEET	FOR: WEST DREXEL AVENUE FROM: SOUTH 27TH STREET (STH 241)
3	RIGHT-OF-WAY PLAT
OF	
5	

DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE
		GAK	06/29/11	CRW	06/29/11

REVISION BY	DATE



ALL COORDINATES ON THIS PLAT ARE ORIENTED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD 1927. THE PROJECT BASE POINT IS THE NW CORNER OF SECTION 18, T5N, R22E, AS PUBLISHED ON THE SEMRRC CONTROL SHEET REVISED 8/2001.
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 ALL DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES.

BEGIN RELOCATION ORDER
 STA. P1 = 10+00.00
 N = 335,412.0591
 E = 2,549,155.0533

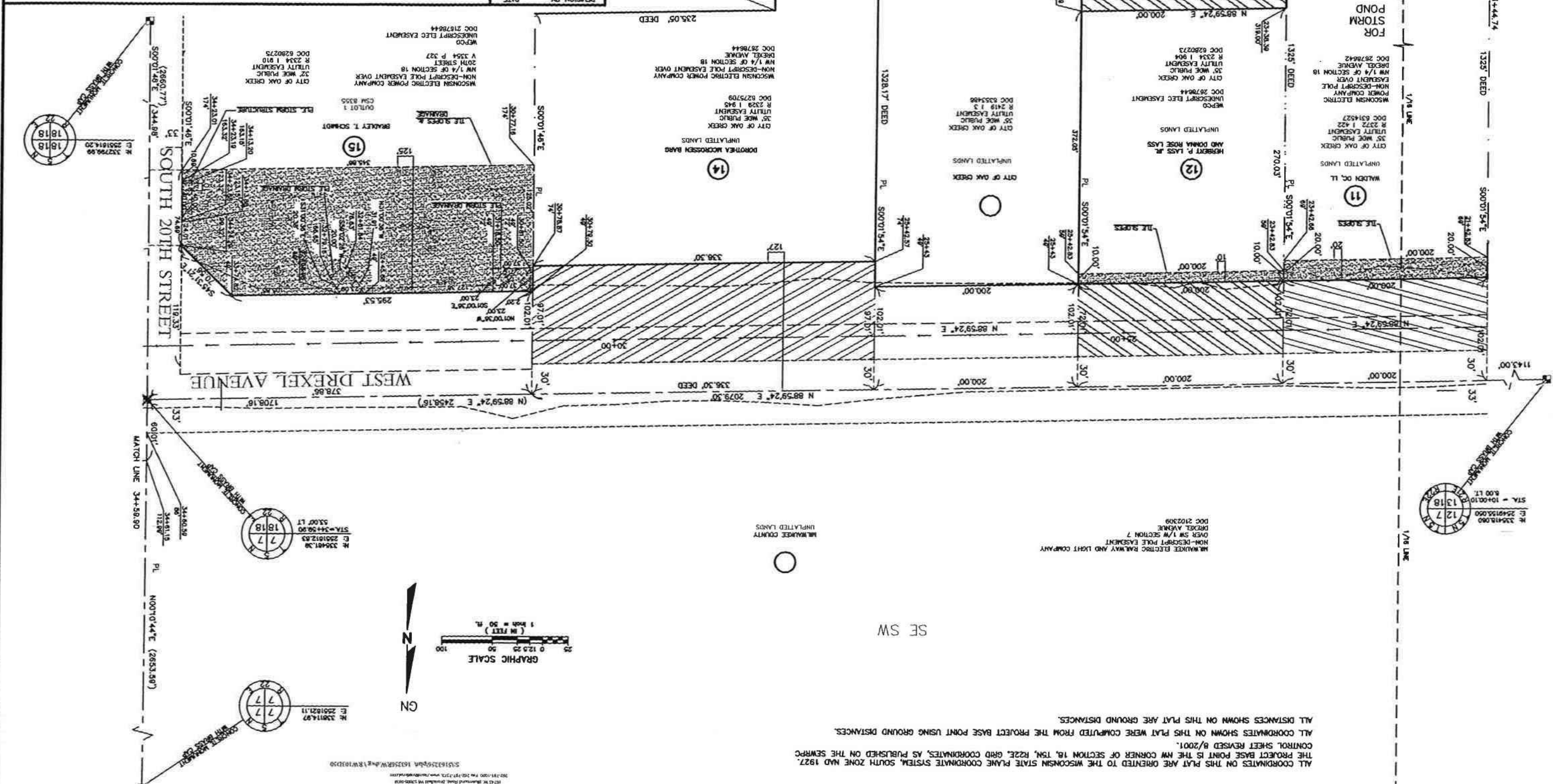
STA. P1 = 10+00.10
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 N. 335412.059

STA. P1 = 10+00.10
 E. 2549153.112
 N. 335412.059

STA. P1 = 10+00.00
 E. 2549153.050
 N. 335412.059

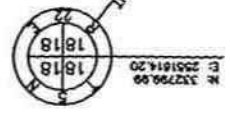
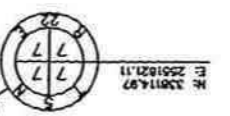
FILE NO:	R/W PROJECT NO. 06010
SCALE	FOR: WEST DREXEL AVENUE FROM: SOUTH 27TH STREET (STH 241) MILWAUKEE COUNTY
SHEET	DESIGNED BY DATE DRAWN BY DATE GAK 10/13/11
OR	CHECKED BY DATE CRW 06/29/11
4	DATE
PLAN	DATE
HOR. 1"=50'	
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REVISION BY DATE	REASON
GAK 10/13/11	
CITY OF OAK CREEK, WISCONSIN	
DESIGNED BY DATE	DATE
DRAWN BY DATE	DATE
GAK 06/29/11	06/29/11
CHECKED BY DATE	DATE
CRW 06/29/11	06/29/11
DATE	
FOR: WEST DREXEL AVENUE	
FROM: SOUTH 27TH STREET (STH 241)	
MILWAUKEE COUNTY	
TO: LH 94	
R/W PROJECT NO. 06010	



ALL COORDINATES ON THIS PLAN ARE ORIENTED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD 1927. THE PROJECT BASE POINT IS THE NW CORNER OF SECTION 18, T5N, R22E, GRD COORDINATES, AS PUBLISHED ON THE SEMPRC CONTROL SHEET REVISED 8/2001.
 ALL COORDINATES SHOWN ON THIS PLAN WERE COMPUTED FROM THE PROJECT BASE POINT USING GROUND DISTANCES.
 ALL DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES.

R. A. Smith National, Inc.
 Beyond Surveying
 and Engineering



SCHEDULE OF LANDS & INTEREST REQUIRED

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED

* AREA FROM CITY OF OAK CREEK ASSESSOR (ACRES)

PARCEL NUMBER	SHEET NUMBER	OWNERS	INTEREST REQUIRED	* TOTAL AREA	R/W AREA REQUIRED (ACRES)			TOTAL AREA REMAINING	T.L.E. TEMP. ACRES	P.L.E. PERM. ACRES
					NEW	EXISTING	TOTAL			
1	3	NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	FEE, TLE	28.445	0.791	0.379	1.170	27.275	0.277	-
2		ELIMINATED								
3	3	HENRY J. HOFFMAN ESTATE	TLE	-	-	-	-	-	0.150	-
4	3	HENRY J. HOFFMAN ESTATE	TLE	-	-	-	-	-	0.058	-
5	3	HENRY J. HOFFMAN ESTATE	TLE	-	-	-	-	-	0.019	-
6	3	HENRY J. HOFFMAN ESTATE	FEE, TLE	5.94	0.330	0.137	0.467	5.473	0.004	-
7	3	RAY H. AND LYNETTE M. KNAPP	FEE, TLE	3.04	0.165	0.068	0.233	2.807	0.011	-
8	3	BRIAN F. BUSCH	FEE, TLE, PLE	3.04	0.165	0.068	0.233	2.807	0.016	0.032
9	3	RALPH A. AND JUDITH A. KOERNER	FEE, TLE, PLE	1.95	0.165	0.068	0.233	1.717	0.016	0.032
10		ELIMINATED								
11	4	WALDEN OC, LLC	FEE, TLE	5.94	0.331	0.137	0.468	5.572	0.092	-
12	4	HERBERT P. LASS JR. AND DONNA ROSE LASS	FEE, TLE	5.94	4.705	0.137	4.842	1.098	0.045	-
13	4	ELIMINATED								
14 (2)	4	DOROTHEA MCCROSSEN BARG	FEE	7.728	0.749	0.231	0.980	6.748	-	-
15	4	BRADLEY T. SCHMIDT	PLE, TLE	-	-	-	-	-	0.923	0.040
16	5	NANCY ROGERS	FEE, TLE	1.00	0.085	0.059	0.144	0.856	0.004	-
17	5	CARL R. AND DIANE M. SCHERBARTH	TLE	-	-	-	-	-	0.017	-
18	5	BERNARD V. AND JANET M. ADAMS	FEE, TLE, PLE	0.910	0.005	-	0.005	0.905	0.036	0.042
19		ELIMINATED								
20		ELIMINATED								
21	5	BROSSMAN II, LLC	FEE, PLE TLE	5.72	0.510	0.335	0.845	4.875	0.594	0.040
22	5	KENNETH MASON, ET AL	FEE, TLE	20.00	0.371	0.191	0.562	19.438	0.448	-
23	5	THOMAS E. AND DAWN M. KROMRAJ	TLE	-	-	-	-	-	0.045	-
24	5	DAVID A. AND MICHELLE L. DONOVAN	TLE, PLE	-	-	-	-	-	0.055	0.005
25		ELIMINATED								
26		ELIMINATED								
27		ELIMINATED								
28		ELIMINATED								
29		ELIMINATED								
200	3, 5	AT&T	RELEASE OF RIGHTS							
201	3	TIME WARNER CABLE	RELEASE OF RIGHTS							

R.A. Smith National, Inc.

Beyond Surveying
and Engineering

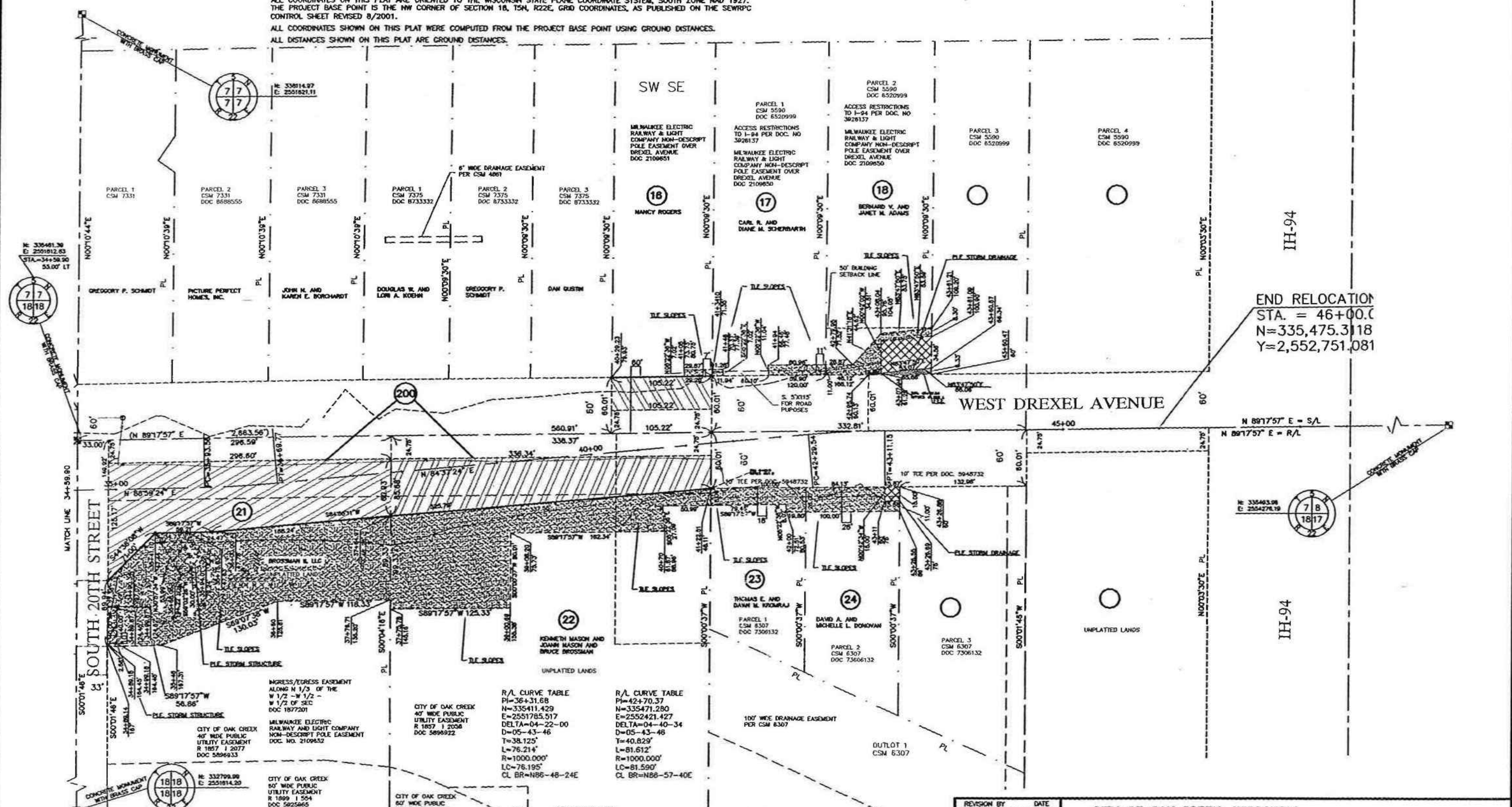
16743 W. Bluemont Road, Brookfield, WI 53005-5026
262-781-1800 Fax 262-781-7775 www.ra-smith.com

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REVISION BY	DATE	CITY OF OAK CREEK, WISCONSIN			
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RIGHT-OF-WAY PLAT					SCALE
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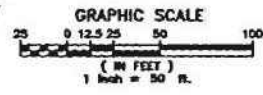
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ALL COORDINATES ON THIS PLAN ARE ORIENTED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD 1927. THE PROJECT BASE POINT IS THE NW CORNER OF SECTION 18, T5N, R22E, GRID COORDINATES, AS PUBLISHED ON THE SEWRPC CONTROL SHEET REVISED 8/2001.
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END RELOCATION
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 Y=2,552,751.081

R.A. Smith National, Inc.
*Beyond Surveying
 and Engineering*



REVISION BY	DATE	CITY OF OAK CREEK, WISCONSIN			
DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE
		GAK	06/29/11	GAK	06/29/11
RIGHT-OF-WAY PLAT					
FOR: WEST DREXEL AVENUE FROM: SOUTH 27TH STREET (STH 241) TO: I.H. 94 MILWAUKEE COUNTY					
R/W PROJECT NO. 06010					SCALE
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FILE NO:					

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City of Oak Creek Common Council Report

Meeting Date: February 7, 2012

Item No.: 14

Recommendation: That the Common Council consider a motion to award the W. Drexel Avenue reconstruction contract to the lowest responsive, responsible bidder, Super Western, Inc. for a bid cost of \$5,896,797.24. (Project No. 06010) (2nd Aldermanic District)

Background: This is a complete reconstruction of W. Drexel Avenue from S. 27th Street to the I-94 overpass from a two-lane rural asphalt roadway to a concrete four-lane divided urban section. The project features on-street bicycle accommodations, a separated multi-use pathway along its north side, street lighting, storm sewer, box culverts, extensive grading with a detention pond, and a greatly expanded approach to 27th Street with related traffic signal modifications. The project spans a low-lying swamp area near 20th Street which required an expansive subsoil stabilization system, and a separate project will relocate the sanitary sewer and water main in this area as required by the stabilization work.

An August 11, 2011 Memorandum of Understanding between the City and the Wisconsin Department of Transportation (WDOT) affirms that the costs for the expanded lanes at the 27th Street approach, estimated to be \$750,400, will be reimbursed to the City in the form of a credit toward the City's cost share of WDOT's 27th Street reconstruction project which is scheduled for construction in 2015.

This project is one of the largest road projects ever undertaken by the City. It will be constructed concurrently with WDOT's construction of the new I-94 interchange at Drexel Avenue. Once complete in late 2012, the two projects will provide the traffic corridor the City has long desired and worked very hard to achieve.

At the Common Council's direction, the Engineering Department coordinated design of the project by R.A. Smith and the work was advertised. The following five bids were received.

Contractor	Bid
Super Western, Inc.	\$5,896,797.24
C.W. Purpero, Inc.	\$5,905,494.44
Michels Corporation	\$6,045,871.28
Reesman's Excavating & Grading	\$6,872,953.43
Edgerton Contractors, Inc.	\$7,667,162.41

The narrow margin of the lowest three bids is an indication that the plans represented the scope of the work well, and this factored into competitive bids being received. This is a unit price contract. Thus, the bids have been evaluated based upon estimated plan quantities.

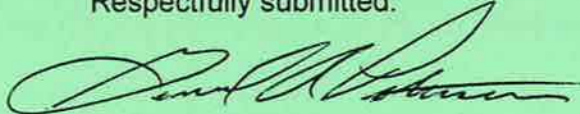
Fiscal Impact: Payment for the contract work would come from the funding outlined in the capital projects financing plan approved by the Common Council under Resolution No. 11167-110111.

Prepared by:



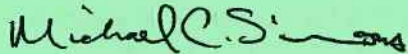
Matthew J. Sullivan, P.E.
Design Engineer

Respectfully submitted:



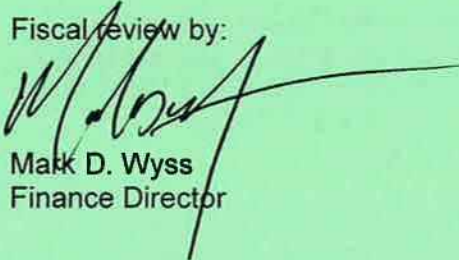
Gerald R. Peterson
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Mark D. Wyss
Finance Director

City of Oak Creek Common Council Report

Meeting Date: February 7, 2012

Item No.: 15

Recommendation: That the Common Council consider a motion to award the Drexel Avenue Sanitary Sewer and Water Main relocation with the Certa-Lok alternative unit price contract to the lowest responsive, responsible bidder, Mainline Sewer and Water, Inc. at an estimated cost of \$600,182.00. (Project No. 09030) (2nd Aldermanic District)

Background: The Common Council adopted Resolution No. 11171-111511, a resolution authorizing a project to relocate a portion of the sanitary sewer and water main for the W. Drexel Avenue reconstruction project on November 15, 2011. Due to the deep extents of the poor subsoils that exist within the central 1,300 lineal foot portion of the W. Drexel Avenue reconstruction project, there is a need to relocate the existing 21" sanitary sewer and 16" water main in that area. As the design progressed, it became apparent that given the stresses of construction coupled with the poor subsoils, the existing facilities would be vulnerable to failure. It has been determined that the sanitary sewer should be relocated to the north portion of the corridor and the water main relocated to the south. The Engineering Department prepared plans and specifications for the project and the work was advertised. This is a unit price contract. Thus, the bids have been evaluated based on estimated quantities. The following twelve bids were received. The bids also allowed for alternate materials to be used for the water main to determine the most economical installation.

Contractor	HDPE	Fusible PVC	Certa-Lok
Mainline	\$641,292.00	NO BID	\$600,182.00
Veit	\$653,773.00	\$635,733.00	\$1,039,323.00
Advance	\$735,866.00	\$694,146.00	\$694,146.00
Joel Kennedy	\$761,136.00	\$710,236.00	\$750,536.00
DK Contractors	\$816,593.00	\$751,793.00	\$760,893.00
Globe	\$855,400.00	\$812,200.00	\$797,400.00
Wanasek	\$908,800.00	NO BID	NO BID
DF Tomasini	\$1,067,625.00	\$1,041,625.00	\$1,028,625.00
Willkomm	\$1,116,350.00	\$1,068,862.00	\$1,059,762.00
Super	\$1,122,517.00	NO BID	\$1,863,265.00
Reeseaman's	\$1,229,403.00	\$1,260,973.00	\$1,194,673.00
AW Oakes	\$1,490,180.00	NO BID	\$1,388,980.00

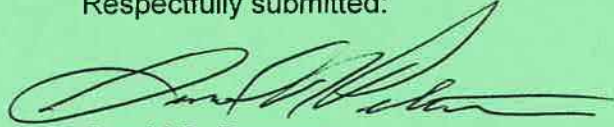
Fiscal Impact: There is currently about \$610,000 remaining of the CIP funds previously budgeted for the road reconstruction project under Project Nos. 06010 and 09030. A portion of this will be spent on the remainder of design and real estate acquisitions. The shortfall would be proposed to come from the funding outlined in the capital projects financing plan approved by the Common Council under Resolution No. 11167-110111.

Prepared by:



Brian L. Johnston, P.E.
Development Engineer

Respectfully submitted:



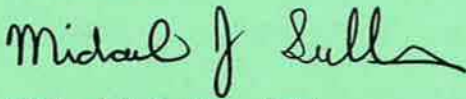
Gerald R. Peterson
City Administrator

Approved by:



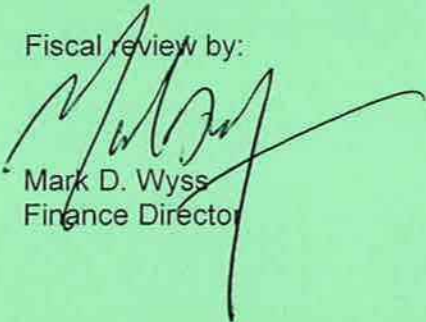
Michael C. Simmons, P.E.
City Engineer

Approved by:



Michael J. Sullivan, P.E.
Utility Engineer

Fiscal review by:



Mark D. Wyss
Finance Director

City of Oak Creek Common Council Report

Meeting Date: February 7, 2012

Item No.: 16

Recommendation: That the Common Council considers a motion to award the contract for construction-related services for the W. Drexel Avenue Reconstruction project to Strand Associates for a not-to-exceed amount of \$360,220.98. (Project No. 06010) (2nd Aldermanic District).

Background: The Common Council previously adopted Resolution No. 11172-111511 authorizing the Engineering Department to seek proposals for construction-related services on the W. Drexel Avenue reconstruction project.

The Council is well aware of the scope, complexity and importance of this project. It will require full-time construction inspection and management from a firm experienced in projects of this nature. There will be a ten-month construction period, followed by a short period of project close-out. The construction management team will be involved in all aspects of the project; including monitoring the daily work to assure compliance with specifications, coordinating construction staking, conducting materials testing, measuring and documenting pay quantities, recording as-built information, recognizing and coordinating efficient resolution of construction conflicts, and assisting Engineering staff in utility coordination, public relations and information regarding project status and safe public access.

It is critical to the success of the project to employ a firm with the right qualifications and experience in past projects of similar scope to lead the construction management effort.

Proposals were evaluated by Engineering staff based on the following criteria:

- | | |
|--|-----|
| a) Consultant's professional qualifications | 15% |
| b) Experience and qualifications of consultant's project personnel | 40% |
| c) Consultant's project approach and effort | 25% |
| d) Cost | 20% |

The top ten ranked firms are listed below:

Company	Score
Strand Associates	95.3
Yaggy Colby	91.8
R.H. Batterman	90.7
Bloom	88.8
Teng & Associates	87.7
Kapur & Associates	80.0
Sigma	79.3
Graef	78.8
Corre	78.0
FOTH	77.3

Strand's proposal clearly conveyed their staff's abilities and their commitment to provide the qualified personnel that the project will require. Their proposed man hour effort and cost was within the range of Engineering's estimate.

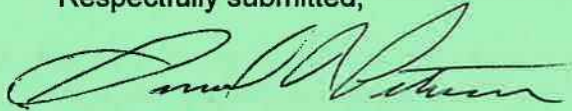
Fiscal Impact: Payment for the contract work would come from funds reserved under Project No. 06010.

Prepared by:



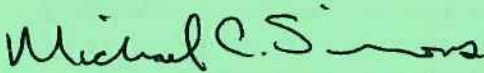
Matthew J. Sullivan, P.E.
Design Engineer

Respectfully submitted,



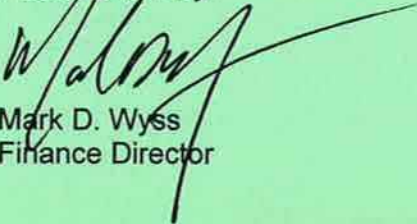
Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Mark D. Wyss
Finance Director

City of Oak Creek Common Council Report

Meeting Date: February 7, 2012

Item No.: 17

Recommendation: That the Common Council adopt Resolution No. 11215-020712, which would approve the ADL Enterprises II, LLC development agreement for the design and installation of public improvements at 7365 S. Howell Avenue. (Tax Key No 765-9017) (1st Aldermanic District) (Project No. 12052)

Background: This development agreement is for the installation of sidewalk along S. Howell Avenue. ADL Enterprises II, LLC is constructing a new building on the site for the future NDT Specialists. This will add to the sidewalk corridor along S. Howell Avenue. Currently, this segment of sidewalk will not be connected to existing sidewalk. The existing sidewalk ends 875 feet south of this property. The sidewalk corridor is proposed to be completed with the 2014 WisDOT Howell Avenue project. This agreement will provide the City with the authority to direct and control the design and construction of the required public improvements to ensure they meet City codes and specifications.

Fiscal Impact: None. Developer pays for all improvement costs.

Prepared by:



Brian L. Johnston, P.E.
Development Engineer

Respectfully submitted,



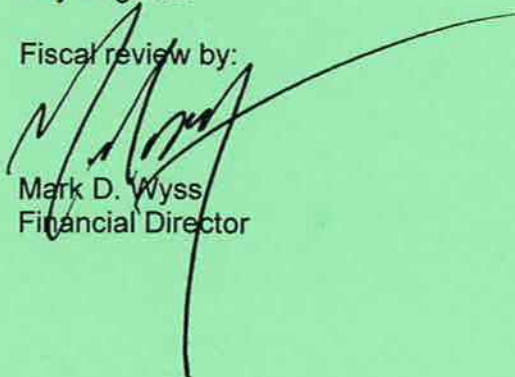
Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Mark D. Wyss
Financial Director

RESOLUTION NO. 11215-020712

BY: _____

**RESOLUTION APPROVING THE
ADL ENTERPRISES II, LLC AGREEMENT**

TAX KEY NO. 765-9017

(1ST ALDERMANIC DISTRICT)

BE IT RESOLVED that Chapter 14 of the Municipal Code requires that a development agreement be entered into first prior to the required public improvements being installed.

BE IT FURTHER RESOLVED that the Development Agreement attached hereto and incorporated herein by reference, by and between ADL Enterprises II, LLC as party of the first part, and the CITY OF OAK CREEK, as party of the second party, be and the same is hereby approved.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February, 2012.

President, Common Council

Approved this 7th day of February, 2012.

Mayor

ATTEST:

City Clerk

VOTE: Ayes: _____ Noes: _____

Document Number	ADL ENTERPRISES II, LLC Development Agreement Document Title
-----------------	--

Recording Area

Douglas W. Seymour, Director
Dept. of Community Development
8640 South Howell Avenue
Oak Creek, WI 53154
Name and Return Address

765-9017

Parcel Identification Number (PIN)

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between ADL Enterprises II, LLC., 811 E. Elm Road, Oak Creek, WI 53154, hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City";

WITNESSETH:

WHEREAS, the Developer proposes to develop the following described lands situated in the City of Oak Creek, County of Milwaukee and State of Wisconsin, to-wit:

PARCEL 4 OF CERTIFIED SURVEY MAP NO. 2195, RECORDED ON OCTOBER 1, 1973, ON REEL 747, IMAGES 1781 TO 1783 INCLUSIVE, AS DOCUMENT NO. 4796335, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

WHEREAS, the Developer has submitted a development plan for their property on Tax Key No. 765-9017, encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Municipal

Code of the City for the purpose of constructing a building development at 7365 S. Howell Avenue, and

WHEREAS, the proposed site development for the building was conditionally approved by the Plan Commission of the City as required by law, subject, however, to the Developer entering into an agreement with the City relative to certain undertakings and/or actions to be performed by the Developer prior to approval by the City, and

WHEREAS, S.236.13(2)(a), Wis. Stats., and Chapter 14 of the Municipal Code of the City, provide that as a condition of approval, the Common Council of the City of Oak Creek may require that the Developer make and install any public improvements reasonably necessary, and

WHEREAS, the City's Capital Improvement plan and budget does not now include funds necessary to install improvements for this development, and

WHEREAS, the City believes that the orderly, planned development of the said lands will best promote the health, safety and general welfare of the community, and hence is willing to approve the proposed development providing that the Developer agrees to undertake and assume certain obligations and conditions and/or performed as hereinafter described, and

NOW, THEREFORE, in consideration of the payment of \$1.00, and in consideration of the mutual covenants listed below, the parties agree:

1. The proposed development is served and will benefit by the existing sanitary sewer and water main as installed along S. Howell Avenue.
2. Project Construction - Before construction of improvements commences, including building construction, the Developer must receive the City Engineer's written approval of all grading and drainage, erosion control, water main, MMSD approval, and Wisconsin Department of Transportation approval.
3. Deferred Special Assessments/Waiver - No deferred special assessments payments are required for this development.
 - A. The Developer shall sign the Waiver of Special Assessment Notice and Hearing attached as Exhibit B.
4. Bike Path and Impact Fees - No bike path fees are required for this commercial development. The impact fees established for commercial development shall apply to this plat. The Developer agrees to pay appropriate commercial impact fees at the time a building permit is issued.

5. Time Period to Install Improvements - The Developer, entirely at his expense from the notice to proceed, shall complete the public improvements as described in Exhibit A.
 - A. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate all public improvements to the City. Dedication of public improvements can only occur at two times in the course of this agreement: 1) final development approval; 2) closeout of the agreement.
 - B. In the event the Developer does not complete the installation of improvements, the City shall have the authority to complete same and take title of the improvements. The City shall, without notice of hearing, impose a special assessment for the amount of said completion costs, upon each and every building site (or tax key parcel) in the development, payable with the next succeeding tax roll.
 - C. In accordance with Section 3.06 of the Oak Creek Municipal Code and under Sections 66.0703 and 66.0701 of the Wisconsin Statutes and other statutory provisions, the City may exercise its power to levy special assessments for the required improvements that shall benefit the development.
6. Items Prior to Construction - Prior to the commencement of construction of required improvements, the City Engineer shall ensure that the following requirements are met:
 - A. approval of plans required in Exhibit A.
 - B. Developer has issued a notice to proceed to his contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
 - D. All pertinent approvals have been attained from the Milwaukee Metropolitan Sewerage District, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Transportation, Milwaukee County, or other required jurisdictional agencies.
 - E. arrangements made for the City to inspect the proposed construction.
7. Final Development Approval- Only upon final certification by the City Engineer that all of the required public improvements and requirements as outlined in this agreement are constructed, inspected and found to be in compliance with City requirements and proof of the public infrastructure costs associated with sidewalk have been filed with the City Accountant, shall final development approval be presented to the Plan Commission and Common Council.

8. Reimbursement of Costs - The Developer shall reimburse the City for all outstanding fees, expenses, costs, and disbursements which were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the development's improvements covered by this agreement. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials.
9. Workmanship Guarantee - Developer shall guarantee the public improvements described in Exhibit A, against defects due to faulty materials or workmanship, for a period of two years from the date of dedication; at final development approval. Developer's maintenance obligations regarding the existing S. Howell Avenue shall begin upon the start of construction and shall end upon the completion of construction. Responsibility and obligations for S. Howell Avenue shall be assigned as follows:
 - A. Pavement maintenance, including any repairs and street sweeping, shall be the Developer's responsibility. Snow plowing will be Milwaukee County's responsibility.
 - B. If street repairs and/or street sweeping are not satisfactorily performed by the Developer, the City shall perform such with its own forces and charge the Developer accordingly for actual manpower, equipment and materials, plus 25% administration and overhead.
10. Hold Harmless - The Developer shall indemnify and save harmless the City, its officers, agents and employees, from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever is owed, which may in any manner result from the negligent construction or maintenance of improvements by the Developer pursuant to the terms of this agreement, the violation of any law or ordinance, the infringement of any patent, trademark, tradename or copyright, and the use of road improvements prior to their formal dedication to the City as provided in Paragraph 4 thereof.
11. Financial Guarantees
 - A. Letters of Credit/Bonds - No letter of credit or bond is required for this agreement.
 - B. Security Deposit - No security deposit is required for this agreement.
 - C. Billing

The City shall bill the Developer quarterly as costs are incurred by the City. In the event the Developer fails to make payment to the City within 30 days of

billing, interest shall accrue on the unpaid balance at the rate of 15% per annum. If unsuccessful, the City shall, without notice of hearing, impose a special assessment for the amount of said costs upon each tax key parcel in the development, payable with the next succeeding tax roll.

12. Inspection - The City, or its agents, shall provide full-time inspection of all improvements enumerated in Exhibit A, at the Developer's cost.
13. Deed Restrictions - No deed restrictions are required for this agreement.
14. Easements - The Developer shall acquire and dedicate to the City all public easements necessary to install and maintain public improvements required by this agreement. Permanent easements and deeds, on forms acceptable to the City, on or through private lands, shall be negotiated and obtained by the Developer, at his expense. The Developer shall provide just compensation for easements required offsite in accordance with the City's easement acquisition policy.
15. Changes to Plans and Specifications - The City Engineer may make reasonable changes to the approved plans and specifications for any of the improvements covered under this agreement which are necessary to correct oversights, omissions, and errors, to compensate for changing site conditions, or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work as changed entirely at his expense without any claim for reimbursement.
16. Prevailing Wage Law

Wisconsin Statutes Sec 66.0903(3), provides in part: "Prevailing wage rates and hours of labor. A local governmental unit, before making a contract by direct negotiation or soliciting bids on a contract, for the erection, construction, remodeling, repairing or demolition of any project of public works, including a highway, street, sanitary sewer, water main or bridge construction project, shall apply to the department to determine the prevailing wage rate for each trade or occupation required in the work contemplated."

This Agreement as it pertains to the installation of the Improvements shall be based upon and requires payment by the Developer and Developer's subcontractors of wage rates not less than the prevailing hourly wage rate for each classification or workman engaged on the work as determined by the State of Wisconsin Department of Workforce Development (DWD). The prevailing wage law does not prohibit payment of more than the prevailing rate of wage nor does it limit the hours of work which may be performed by any workman in any particular period of time. The Developer shall give each subcontractor a copy of the Prevailing Wage Rate determination for the project prior to submittal of the bid. A copy of the wage determinations must be posted by the Developer in a prominent place at the site of the work where it can be easily seen by the workers. The Developer shall provide

the wage rate determination to the City Engineer prior to the scheduling of the preconstruction meeting. The wage rate schedules cannot be altered during the time the contract is in force. The Developer shall submit certified weekly payroll reports to the City Engineer on a monthly basis. Prior to acceptance of the Improvements by the City, the Developer shall file an affidavit with the City Engineer which states that all of the provisions and requirements of Wisconsin Statutes Sec 66.0903 have been complied with and that the Developer has received similar evidence of compliance from all of its agents and subcontractors. The City Engineer shall not authorize acceptance of the Improvements by the City until an affidavit is filed in proper form and order.


17. Miscellaneous

- A. All construction required by this agreement shall be carried out and performed in a sequence agreed upon by the City Engineer.
- B. Developer shall properly locate and install all survey or other monuments required by State statute or City ordinance.
- C. Recording of this agreement shall be accepted by the City as adequate provision for improvements specified in Chapter 14 of the Municipal Code.
- D. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- E. This agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
- F. The obligations of the Developer shall terminate upon passage of a resolution by the Common Council of the City of Oak Creek releasing the Developer from the terms of this agreement.
- G. Developer shall provide specifications on a compact disk in the City's most current Microsoft Word version.
- H. Developer shall provide all construction plans on a compact disk in the City's most current version of AutoCAD and an original 4 mil. double-matte mylar.

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

In presence of:

ADL Enterprises II, LLC

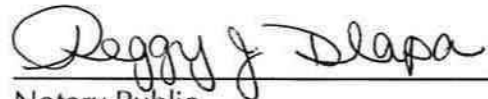


Lawrence J. Schneider, Sr.

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 19 day of January, 2012, the above-named, Lawrence J. Schneider Sr., to me known to be the person who executed the foregoing instrument and to me known to be such Owner acknowledged that he executed the foregoing instrument as such Owner.





Notary Public

Milwaukee County, Wisconsin

My commission expires 06-08-14

CITY OF OAK CREEK

ALLAN M. FOECKLER, Mayor

Countersigned:

CHRISTA J. MILLER, Acting City Clerk

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2012, ALLAN M. FOECKLER, Mayor and CHRISTA J. MILLER, Acting City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by its Common Council on the ____ day of _____, 2012.

Lawrence J. Haskin, Notary Public
Milwaukee County, Wisconsin
My commission is permanent.

This instrument was drafted by Brian L. Johnston of the City of Oak Creek Engineering Department.

Approved as to form:

Lawrence J. Haskin, City Attorney

EXHIBIT A
CITY OF OAK CREEK
CITY ENGINEER'S REPORT
ADL ENTERPRISES II, LLC

I. INTRODUCTION

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the City of Oak Creek Engineering Design Manual, adopted by the Common Council on March 16, 2004, and all future amendments thereof.

The Developer is responsible for required improvements, plans, and conditions:

II. DEVELOPMENT GRADING AND DRAINAGE

A. Required Improvements

Design, install, and provide grading of land as necessary to establish a building pad for future building, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.

B. Plans and Specifications

1. A grading and drainage plan shall be prepared showing 2' contours for both existing and proposed condition, and proposed finished yard grades.
2. System plan showing all tributary areas to the proposed subdivision drainage and downstream analysis. Included on the system plan shall be all proposed and existing drainage structures.
3. Building grade plan showing only minimum setback and offset dimensions and proposed building grades.
4. Storm water management plan that meets current City ponding ordinance requirements along with the MMSD Chapter 13 storm water requirements.

5. As-built grading plan certifying that all grading was performed in accordance with the approved grading and drainage plan. All grades shall be with $\pm 0.3'$ of proposed grade. Certification shall be performed after topsoil installation. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer.
- C. Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas, building pads, and drainage swales.
- D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching to prevent erosion.
- E. The Developer, at his expense, shall provide detailed soil analysis and compaction results by a competent soils engineer for all areas requiring fill. The results shall be submitted to the City Engineer as soon as they are available.
- F. The Developer is responsible for restoring all damage to finish grades and vegetative cover caused, but not restored by, utility companies.
- G. If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace with approved engineered fill.
- H. After site grading is completed, the Developer shall place 3" of topsoil on all exposed soil and seed, fertilize and mulch.

III. **STORM DRAINAGE SYSTEM**

- A. Required Improvements - No public storm sewer is required for this agreement.

IV. **EROSION AND RUN-OFF CONTROL**

- A. Required Improvements

Installation and construction of Best Management Practices in the proposed development that shall conform with the most current edition of the Department of Natural Resources Technical Standards.

- B. Plans and Specifications

Control plan for land-disturbing activities showing existing contours at least

200' into adjacent parcels. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

- C. The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be obtained, which requires the Developer to construct and maintain such measures in conformance with the City's erosion control ordinance.
- D. Both during and after construction, the surface of exposed bare soils shall be protected by mulches and perennial grasses. This does not apply to the immediate building site area that is subject to men and equipment working in and around the perimeter of a new structure.

V. SANITARY SEWER

- A. Required Improvements - No public sanitary sewer is required for this agreement.

VI. WATER

- A. Required Improvements - No public water main is required for this agreement.

VII. STREETS

- A. Required Improvements - No public street is required for this agreement.

VIII. MISCELLANEOUS

DEVELOPER SHALL:

- A. The Developer is responsible to preserve existing trees, brush, or shrubs, not approved for removal in public right of way. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- B. The Developer shall repair all damage to City streets caused by construction operations.
- C. Developer shall arrange for installation of approved street signs, if required.
- D. The Developer shall submit a landscape plan for screen plantings, berms, and entrances. Installation of landscaping shall be in accordance with approved plan with allowance made for street trees, if required.

- E. Developer shall acquire all required underground utility easements.
- F. All public utility easements must be shown on the development plans. If required easements are omitted, or errors are detected on the plan, the Developer shall make all necessary modifications to the plan at his expense.
- G. Developer shall design and install all required 6' wide sidewalk along S. Howell Avenue.

IX. SPECIFICATIONS


The improvements shall be constructed in accordance with the following specifications.

- A. City of Oak Creek Engineering Design Manual, most recent edition.
- B. Applicable Specifications and Regulations of the Milwaukee Metropolitan Sewerage District.
- C. Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, December 22, 2003.
- D. The Wisconsin Department of Natural Resources Technical Standards.
- E. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 2012 and supplemental specifications.

X. SPECIAL PROVISIONS

The development process shall strictly conform to the conditions set forth in the development agreement. Request for final development approval is subject to the City Engineer's certification that all public improvements required to be installed are satisfactorily completed and project construction costs have been reported to the City Accountant. Security deposit will only be allowed for the public improvement maintenance fund and landscaping. Apart from the above, the City will not accept escrows in lieu of completion of the improvement prior to final development approval.

Approved by:



Michael C. Simmons, P.E.
City Engineer

1-31-12

Date

EXHIBIT B

**WAIVER OF SPECIAL ASSESSMENT
NOTICES AND HEARINGS**

City of Oak Creek
8640 South Howell Avenue
Oak Creek, WI 53154

We, the undersigned being owners of the property that shall benefit by the following proposed public improvements:

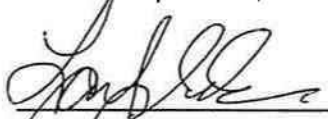
Sidewalk

all made in the City of Oak Creek, Milwaukee County, Wisconsin, in consideration of the construction of said improvements by the City of Oak Creek, Wisconsin, hereby admit that such public improvement will benefit our property and consent to the levying of special assessments against our premises under Section 66.62 of the Wisconsin Statutes and Section 3.06 of the Municipal Code of the City of Oak Creek for the cost of such improvement.


In accordance with Section 3.06 (14) of the Municipal Code of the City of Oak Creek, we hereby waive all special assessment notices and hearings required by Section 66.62 of the Wisconsin Statutes and Section 3.06 (9) of the Municipal Code of the City of Oak Creek, and we further agree and admit that the benefit to our properties from the construction of such improvement.

PARCEL 4 OF CERTIFIED SURVEY MAP NO. 2195, RECORDED ON OCTOBER 1, 1973, ON REEL 747, IMAGES 1781 TO 1783 INCLUSIVE, AS DOCUMENT NO. 4796335, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

ADL Enterprises II, LLC



Lawrence J. Schneider Sr.
Owner



Date

City of Oak Creek Common Council Report

Meeting Date: February 7, 2012

Item No.: 18

Recommendation: That the Common Council adopt Resolution No. 11216-020712, a resolution approving a storm water management practices maintenance agreement with ADL Enterprises II, LLC for their NDT Specialists development located at 7365 S. Howell Avenue (Tax Key No. 765-9017) (1st Aldermanic District.)

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

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

Prepared by:



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

Respectfully submitted:



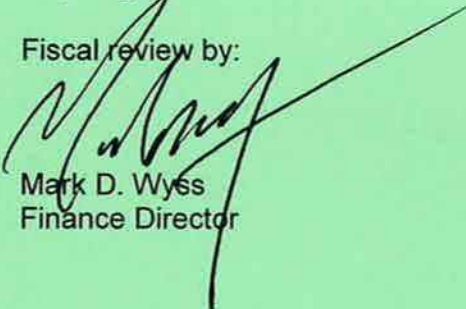
Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Mark D. Wyss
Finance Director

RESOLUTION NO. 11216-020712

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT FOR THE NDT SPECIALISTS DEVELOPMENT LOCATED AT 7365 S. HOWELL AVENUE

(TAX KEY NO. 765-9017)

(1ST ALDERMANIC DISTRICT)

WHEREAS, ADL Enterprises II, LLC (Owner), requires onsite storm water management practices for their proposed development NDT Specialists located at 7365 S. Howell Avenue, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February, 2012.

Passed and adopted this 7th day of February, 2012.

President, Common Council

Approved this 7th day of February, 2012.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number

NDT SPECIALISTS
7365 S. HOWELL AVENUE
Storm Water Management Practices Maintenance
Agreement
Document Title

Recording Area

Michael C. Simmons
Engineering Department
8640 South Howell Avenue
Oak Creek, WI 53154
Name and Return Address

765-9017

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 2TH day of FEBRUARY, 2012, by and between ADL Enterprises II, LLC, 811 E. Elm Road, Oak Creek, WI 53154, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

PARCEL 4 OF CERTIFIED SURVEY MAP NO. 2195, RECORDED ON OCTOBER 1, 1973, ON REEL 747, IMAGES 1781 TO 1783 INCLUSIVE, AS DOCUMENT NO. 4796335, BEING A PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as NDT Specialists located at 7365 S. Howell Avenue, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

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

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

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

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow

the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Owner, its successors and assigns, including any homeowners association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Detention Basin Maintenance Standards (Exhibit B).
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

ADL Enterprises II, LLC

Lawrence J. Schneider Sr.
Lawrence J. Schneider Sr., Owner

The foregoing Agreement was acknowledged before me this 19 day of January, 2012,
by Lawrence J. Schneider Sr.

Peggy J. Dlapa
NOTARY PUBLIC

My Commission Expires: 06-08-14



CITY OF OAK CREEK, WISCONSIN

Allan M. Foeckler, Mayor

Christa J. Miller, Acting City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2012,
by _____.

NOTARY PUBLIC

My Commission Expires: _____

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

Approved as to Form:

City Attorney Date

EXHIBIT A



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

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

Location: _____

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

Watershed _____

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

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

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

**MINUTES
LICENSE COMMITTEE
FRIDAY, FEBRUARY 3, 2012 AT 8:30 A.M.**

This meeting was called to order at 8:300 a.m. Present were: Ald. Scaffidi, Ald. Gehl and Ald. Jakubczyk. Also in attendance were Assistant City Attorney Melissa Karls, Police Lieutenant Randall Knitter, Acting City Clerk Christa Miller.

1. A discussion was held at the request of Roundy's Supermarkets for a change in the municipal code which would allow the sale of retail intoxicating liquor and fermented malt beverages to begin at 6:00 a.m. In December 2011, Governor Walker signed AB 63 into law as Act 97, changing the earliest allowable morning opening hours for retail beer and liquor stores from 8:00 a.m. to 6:00 a.m.

Police Lieutenant, Randall Knitter was present for this discussion. Lieutenant Knitter indicated that the Police Chief was contacted for comments or concerns and he had none, offering that he felt there was little difference between the current 8:00 a.m. sale starting time and the proposed 6:00 a.m. sale starting time.

Ordinance No. 1724, adopted on 4/4/1994, restricted the hours of sale for retail intoxicating liquor and fermented malt beverages to the hours of 8:00 a.m. to 9:00 p.m. If the License Committee decided to amend the sale starting time from 8:00 a.m. to the proposed 6:00 a.m., an amendment to the municipal code would be required.

Ald. Jakubczyk, seconded by Ald. Gehl, moved to deny the request of Roundy's Supermarkets to amend the sale starting time of retail intoxicating liquor and fermented malt beverages to begin at 6:00 a.m. On roll call, all voted aye.

2. The Committee reviewed the application for an Operator's license submitted by Richard W. Terhardt, 2605 S. Calhoun Rd., New Berlin (Pick 'n Save). Mr. Terhardt was invited to the meeting, but did not attend. Mr. Terhardt disclosed a conviction of "driving wrong way on highway" on his application. The police report confirmed convictions for Criminal Damage to Property (1/2/96), Retail Theft (4/25/96) and Remove Vehicle's Parts without Consent, which was amended to Receiving Stolen Property (misdemeanor) (2/3/97), which were not disclosed.

Mr. Terhardt does not have a felony conviction. As the three convictions listed did not fall within the five years prior to the application, Mr. Terhardt is not considered a habitual offender. The Committee discussed whether or not the omissions would constitute falsification and took into consideration that had Mr. Terhardt disclosed these convictions, they would not prevent him from obtaining his license.

Ald. Scaffidi, seconded by Ald. Jakubczyk, moved to grant an Operator's license to Richard W. Terhardt, 2605 S. Calhoun Rd., New Berlin (Pick 'n Save).

3. The Committee reviewed the application for an Operator's license submitted by Laura Scott, 6025 22nd Ave., Kenosha (The Dish). Ms. Scott submitted a listing of her police record as follows: Theft (3/25/02), Liquor Possession by Underage (1/18/03, 4/4/04), Disorderly Conduct/Person (1/18/03), Domestic Abuse (9/11/03), Misrepresentation of Age (4/4/04), Fraud/Other (7/15/04), Theft (7/15/04), OWI (2005), Liquor License Violation (1/22/06), DWI (2/13/08).

Ms. Scott does not have a felony conviction. Sections 7.82 and 7.83 of the Municipal Code list the license investigation requirements. An application may be denied if the applicant has been convicted of a felony or habitually been a law offender. A person is a habitual offender if in the

five years prior to the application, he/she has been arrested or convicted of at least two offenses which are substantially related to the licensed activity. Ms. Scott is not considered a habitual offender.

It appears that Ms. Scott had attempted to provide a complete listing of her police record, however, there were inconsistencies regarding the dates. Ms. Scott did not list the convictions for Operate Vehicle Without Consent (10/18/05) and Party to Unauthorized Use of Entity's ID to Obtain Credit (10/18/05).

The License Committee had questions regarding the scope of Ms. Scott's job as it relates to working at The Dish.

Ald. Scaffidi, seconded by Ald. Jakubczyk, moved to hold action on the application submitted by Laura Scott, 6025 22nd Ave., Kenosha (The Dish), and invite Ms. Scott and a representative from The Dish to appear at the next License Committee meeting for further review and discussion. All voted aye; motion carried.

4. The Committee reviewed the application for an Operator's license submitted by Eric Mielke, 5804 S. Delaware Ave., Cudahy (Bootz Saloon). Mr. Mielke disclosed the following convictions: OWI (2004, 2010) and exposing a minor to harmful material.

Mr. Mielke does not have a felony conviction. Sections 7.82 and 7.83 of the Municipal Code list the license investigation requirements. An application may be denied if the applicant has been convicted of a felony or habitually been a law offender. A person is a habitual offender if in the five years prior to the application, he/she has been arrested or convicted of at least two offenses which are substantially related to the licensed activity. Mr. Mielke is not considered a habitual offender.

Mr. Mielke appears to have included all of the information provided in our police record check, however, the License Committee had questions regarding Mr. Mielke's convictions.

Ald. Jakubczyk, seconded by Ald. Scaffidi, moved to hold action on the application submitted by Eric Mielke, 5804 S. Delaware Ave., Cudahy (Bootz Saloon), and invite Mr. Mielke to appear at the next License Committee meeting for further review and discussion. All voted aye; motion carried.

5. The Committee reviewed the Original application for Operator licenses submitted. Kelly A. Gropp, 8904 S. Chicago Rd., Oak Creek (Ryan Road Mobil) withdrew her application prior to the License Committee meeting.

Ald. Scaffidi, seconded by Ald. Gehl, moved to grant Operator's licenses to the following:

- Renae L. Pederson, 982 E. Stonewood Dr., Oak Creek (Pick 'n Save)
- Ashley J. Fecteau, 2930 E. Elm Rd., Oak Creek (Southbound)
- Joshua N. Bothe, 10830 S. Conner Way, Oak Creek (Open Pantry)

All voted aye; motion carried.

6. The Committee reviewed the request of Aleshia Sieren for a Retail License Transfer – Person to Person for the Class B Combination license for Southbound, 9504 S. Chicago Rd., due to the death of the licensee. Ms. Sieren is the daughter and personal representative of the previous owner, Debra Jean Hall. Ms. Hall passed away in December 22, 2011. Ald. Jakubczyk, seconded by Ald. Scaffidi, moved to grant a Retail License Transfer-Person to Person for the Class B Combination license from Debra Jean Hall to Aleshia Sieren. All voted aye; motion carried.

7. The Committee reviewed the applications for 2012 Landfill licenses submitted by:
 - Phillip Purpero, CW Purpero, Inc., 813 W. College Ave.
 - Mark Nicholson, Apple Tower Development, Inc., 8400 S. 27th St., 8380 S. 27th St., 8432 S. 27th St., 8351 S. 20th St.
 - Elizabeth J. Kopplin, 6931 S. Howell Ave.

Ald. Gehl, seconded by Ald. Scaffidi, moved to grant a 2012 Landfill license to Phillip Purpero, CW Purpero, Inc., 813 W. College Ave. All voted aye; motion carried.

Ald. Scaffidi, seconded by Ald. Gehl, moved to hold action on the 2012 Landfill license to Mark Nicholson, Apple Tower Development, Inc., 8400 S. 27th St., 8380 S. 27th St., 8432 S. 27th St., 8351 S. 20th St. to allow Staff to contact Ald. Bukiewicz regarding activity and to determine if there were any citizen concerns regarding these sites. All voted aye; motion carried.

Ald. Jakubczyk, seconded by Ald. Scaffidi, moved to grant a 2012 Landfill license to Elizabeth J. Kopplin, 6931 S. Howell Ave. All voted aye; motion carried.

8. Ald. Scaffidi, seconded by Ald. Gehl, moved to grant an Athletic Events, Parades and Related Event Permit to Andria Huskinson, Relay Director, Ragnar Relay Chicago, for an event planned on 6/8-6/9/12. All voted aye; motion carried.

9. Ald. Jakubczyk, seconded by Ald. Gehl, moved to grant Secondhand Article Dealer licenses to:
 - Theresa J. Tang for Tangs Gamers Paradise LLC dba Gorilla Games, 8880 S. Howell Ave., Suite 1200.
 - Michael L. Nichols, for GameStop #6246, 8171 S. Howell Ave., #300.

10. Ald. Scaffidi, seconded by Ald. Gehl, moved to grant dog kennel licenses to the following, subject to payment of 2011 personal property taxes.
 - Deborah M. Lipstreuer, Puppy Playground, LLC, 8411 S. Liberty Ln.
 - Sue Ann McCotter, Club K-9, LLC dba Central Bark Doggy Day Care, 1075B W. Northbranch Dr.

Ald. Gehl, seconded by Ald. Scaffidi, moved to adjourn this meeting at 9:01 a.m. On roll call, all voted aye; motion carried.