



## 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, OCTOBER 16, 2012**  
**AT 7:00 P.M.**

VISIT OUR WEBSITE AT [WWW.OAKCREEKWI.ORG](http://WWW.OAKCREEKWI.ORG) FOR THE AGENDA  
AND ACCOMPANYING COMMON COUNCIL REPORTS.

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

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1. Call Meeting to Order
2. Pledge of Allegiance
3. Approval of Minutes: 10/2/12

#### Old Business

4. **Motion:** Consider a *motion* to approve a contract for marketing services with Savage Solutions in an amount not to exceed \$111,000 for the remainder of 2012 and 2013 (held 10/2/12) (by Committee of the Whole).

#### New Business

#### MAYOR & COMMON COUNCIL

5. **Motion:** Consider a *motion* to authorize the City Attorney and City Administrator to negotiate a contract for architectural, engineering, and related services with Bray Architects in an amount not to exceed \$1,279,250 for design, construction documents, bidding, inspection services and commissioning in connection with building a new City Hall, Library and Fire Station (by Committee of the Whole).
6. **Resolution:** Consider *Resolution* No. 11292-101612, supporting the Knowles-Nelson Stewardship Program Grant (by Committee of the Whole).
7. **Motion:** Consider a *motion* to authorize the Mayor and City Clerk to execute a one-year extension to the current contract with Tyler Technologies Inc., CLT for assessment and software services, including personal property valuation, for the period of 11/1/12 through 10/31/13, for a total cost of \$91,000 (by Committee of the Whole).
8. **Motion:** Consider a *motion* to authorize the publication and write-off of the attached list of 2010 and 2011 delinquent personal property tax per City policy (by Committee of the Whole).

9. Common Council President Aldermanic Appointments:
  - a. License Committee
    - Ald. Ruetz (filling vacancy)
  - b. Emergency Government Committee Representative
    - Ald. Ruetz (filling vacancy)
  - c. Cable Advisory Committee
    - \* Ald. Ruetz (filling vacancy)
  - d. Traffic and Safety Commission
    - \* Ald. Ruetz (replacing Ald. Gehl)
10. **Motion:** Consider a motion to approve the 2012 Vendor Summary Report in the amount of \$1,048,950.91 (by Committee of the Whole).

## ENGINEERING

11. **Resolution:** Consider Resolution No. 11293-101612, approving a storm water management practices maintenance agreement with Henkel Corporation for their proposed building expansion (Tax Key No. 765-9045) (1<sup>st</sup> District).

## LICENSE COMMITTEE

The License Committee did not meet prior to the 10/16/12 meeting. Tentative recommendations are being made as follows (background on all complete and favorable):

12. **Motion:** Consider a motion to grant an Operator's license to the following (favorable police records received):
  - Kelly Ellefsen, N2436 Shoreview Dr., Lake Geneva (Pick 'n Save)
  - Maureen Gaquin, 350 W. Sunnyview Dr., Oak Creek (Applebee's)
  - Devon Wroblewski, 2625 E. Emily Ave., Oak Creek (Classic Lanes)
  - Jessica Ehly, 642 E. Village Green Ct., Oak Creek (The Saloon)
  - Peter Pfaffenbach, 10551 S. Shepard Ave., Oak Creek (Buffalo Wild Wings)
  - Marco Cobian, 8733 S. Chicago Rd., Oak Creek (Victor's)
  - Allison Sweeney, 3940 E. American Ave., Oak Creek (Ryan Road Mobil)
13. **Motion:** Consider a motion to grant an Original 2012-13 Class A Combination license to P&K Kooner LLC, Kulwant Singh, Agent, dba Checker Liquor, 9110 S. Chicago Road, with issuance subject to receipt of an occupancy permit, Sanitarian approval, fire inspection and payment of all fees.
14. **Motion:** Consider a motion to grant an Original 2012-13 Class B Combination license to Maria Cobian, Victors, 9117 S. 5<sup>th</sup> Ave. with issuance subject to payment of all fees.

**MISCELLANEOUS**

- 15. **Motion:** Consider a motion to convene into Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes to discuss the following:
  - a. Section 19.85 (1)(c) to discuss the performance evaluation and employee agreement for the City Administrator.
  - b. Section 19.85(1)(e) and 19.85(1)(g) to discuss the proposed settlement agreement with Cobalt Investments, LLC (Cummins NPower) for the property at 800 W. Ryan Rd. related to the 2010, 2011 and 2012 tax assessments.
- 16. **Motion:** Consider a motion to reconvene into Open Session.
- 17. **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.

# City of Oak Creek Common Council Report

**Meeting Date:** October 16, 2012

**Item No.:** 4

**Recommendation:** That the Common Council approves a contract for marketing services with Savage Solutions in an amount not to exceed \$111,000 for the remainder of 2012 and 2013.

**Background:** In August of this year the Council authorized staff to negotiate exclusively with Savage Communications, LLC to provide marketing and branding services for the City. Based on that authorization, staff has worked with Savage Solutions to bring forward the attached scope and contract for marketing and branding services for the remainder of 2012 and for 2013.


This item was held by the Council at their last meeting to give the City Attorney an opportunity to review the City's purchasing policy as it relates to this contract. There was also a question raised as to whether this contract could be structured on a time and materials basis rather than the proposed payment plan.

The contract could be structured in either manner. The advantage to the present structure is that it provides the opportunity for the City to get greater value for its investment. Savage Solutions has provided a comparison of market rate versus proposed Oak Creek cost as part the attached contract.

Cory Savage will be present at Tuesday's meeting to address any questions.

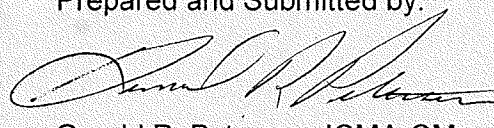
**Fiscal Impact:** The City's costs for this project will be up to \$111,000 and will be funded through Fund 31 – Economic Development through the use of hotel/motel room tax.

Prepared by:



Doug Seymour, AICP  
Director of Community Development

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM  
City Administrator

Fiscal Review by:



Mark Wyss  
Finance Director

**SAVAGE**  
S O L U T I O N S

**CONTRACT FOR MARKETING SERVICES**

City of Oak Creek

October 12, 2012

Version III

Dear Oak Creek Branding Committee:

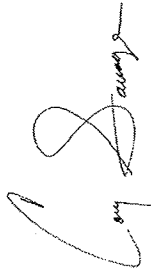
Thank you so much for the opportunity to submit this contract to you. We are excited about the prospect of doing great work together, and confident that together we can take Oak Creek and its inspiring mission to the next level.

We have gone through every tactic or service offering that we presented in the hypothetical budget and are about \$21,000 over (\$30k in 2012 and \$60k in 2013) provided desired budget numbers. Let us know if we need to move payment into 2013 or if we should look at executing at this new budget.

The outlined tactics are what we feel are needed in order to establish a new identity and build some strong tools for business growth and increase overall brand awareness for Oak Creek.

Let me know if you have any further questions.

Sincerely,



Cory Savage, *President*

Savage Solutions, LLC

**RECOMMENDED INITIAL BUDGET ALLOCATION**

| Campaign Element   | Market Rate      | Oak Creek Cost   |
|--|------------------|------------------|
| Strategic Marketing / Communication Planning / Identity  | \$10,000         | \$10,000         |
| Copywriting / Headline Development   | \$12,500         | \$7,000          |
| Sales Kit Development  | \$7,500          | \$5,000          |
| Photography / Re-Touching  | \$10,000         | \$5,000          |
| Web Design & Development (includes CMS and training) <ul style="list-style-type: none"> <li>- Includes MyOakCreek Portal</li> <li>- Includes Doing Business In Oak Creek Portal</li> <li>- Includes Visit Oak Creek Portal</li> <li>- Includes Website for Drexel Town Square Project</li> </ul> | \$68,500         | \$50,000         |
| Video Acquisition / Editing (4 days of shooting, 3 days of editing)  | \$30,000         | \$20,000         |
| Social Media Plan Creation (content, strategy.etc...)  | \$10,000         | \$2,000          |
| Agency Retainer (12 months) – includes Email Marketing and social implementation   | \$36,000         | \$12,000         |
| <b>Totals:</b>   | <b>\$184,500</b> | <b>\$111,000</b> |

## PLANNING & DEVELOPMENT & IDENTITY CREATION

Strategic Marketing / Communications Planning / Engagement / Brand Development

Strategic marketing and communications planning includes a collaborative branding report — with emphasis on organizational visioning, brand strategy development, and development of key marketing/communications strategies — and presentation of resulting agency recommendations. It also covers agency recommendations with regard to specific communication plans, including strategic, social and tactical media recommendations. In other words, the ultimate deliverable of this important, foundational step is a detailed articulation of what your brand will stand for and what strategies you and your business will use to achieve your vision.

This step must be performed to accomplish or execute any other tactic.

Scope:

- > Includes brand strategy report and presentation to client and staff
- > Includes logo development and implementation into brand standards (business cards, letterhead, envelopes, signage, etc...)
  - > Savage to present 3-5 options and upon direction — 3 rounds of revisions
  - > Includes potential taglines and with ideology of tagline development
- > Develop strategies and deliverables for entire project
- > Implement into online project management system



- > Includes one (1) creative brief of overall campaign
- > Includes twelve (12) marketing/strategy meetings at client location

## COPYWRITING / HEADLINE DEVELOPMENT

We use creativity, innovation and experience to build engaging stories within your content and copy.

These days, the exciting visuals on websites have started to overshadow the meat of the content, the words. They say a picture is worth a thousand words, but really, how many words does a dancing monkey or rotating starburst convey? How can a bouncing frog in the upper left hand corner of the page tell you what you need to know about what your company has to offer? Not much, though he may be cute to look at.

The copy (text) of your brand message is where the action is. This is where we hold the attention of your audience, and this is where your word choice and grammar are critical.

Scope:

- > Phone interviews with owners, staff and possibly one(1) to two(2) consumers/business owners on "Why OakCreek?"
- > Any needed research of competitive websites/materials/campaigns
- > One(1) to two(2) brainstorming/concepting sessions (by phone and in-person)
- > One (1) round of copy, two(2) to three(3) rounds of edits
- > One (1) potential execution

## **SALES KIT DEVELOPMENT**

We use creativity, innovation and experience to build engaging leave behinds

Brochure/Sales Kit design/production assumes a relatively basic, 8-page brochure with pocket for additional materials. 2-3 concepts will be included in this tactic. This does not include printing. This becomes main "printed" solicitation piece for business development purposes, etc. . .

Scope:

- > Multiple (up to 3) concepts for sales kit will be presented
- > Unlimited rounds of revisions
- > Does not include printing
- > Does not include stock photography purchases (if needed)
- > Use of copywriting will come from copywriting scope (must be selected)

## WEBSITE DESIGN & DEVELOPMENT

Website Design, Layout, Programming and Content Management System Implementation

Effective web design blends compelling aesthetics, time-honored usability standards, and advanced technologies to communicate your message and connect with your audience. We focus on creating the perfect balance between artistic form and results-driven function. We create designs that are simple, clean, and easy to navigate so that your messaging is clear and compelling.

- > Includes research, creative briefs and an Information Architecture exercise with sitemap execution
- > Defines overall design direction and suggests template direction for interior pages
- > Deliverables include up to two (2) homepage designs with up to two (2) to three (3) interior page layouts per concept
- > Includes integration with current/future CRM tool
- > Includes HTML, CSS, JavaScript programming
  - > Testing, analysis and debugging
- > Implements approved design direction across all page types and templates
- > Includes implementation of Content Management System and license
  - > Includes client training on-site at client facility

## VIDEO INTEGRATION

We are "Social Storytellers".

Every visionary organization has a primary directive. Ours is "discover a timeless story and make sure it's beautifully told." It comes from our partnership with Discover Media Works and their two decades of experience making compelling television, corporate videos and marketing communications.

- > Three(3) to four(4) days of video acquisition and interviews
- > Three(3) full days of editing
- > Multiple video take-aways -- Resident stories, Business Stories, etc ...
- > Art direction and scripting
- > Custom YouTube Channel Creation



## **PHOTOGRAPHY / RE-TOUCHING**

Campaign photography assumes 3 days of photo shoots with resulting images to be used for all media, including print, posters, direct mail, out-of-home and web. We strongly recommend at least this level of investment in national-quality images to launch your brand, and were additional funds to become available, this is an area that could potentially benefit from them.

## SOCIAL MEDIA PLANNING & DEVELOPMENT

Strategic Marketing / Communications Planning / Engagement

While the 4 Ps of marketing are still relevant, it's the 7 Ps that are most applicable to modern day marketing. Proper Planning and Preparation Prevents Piss Poor Performance. This is especially true for social media planning, where all too often the plan revolves around a murky set of objectives and a band of interns.

When done right though, a social media plan for marketing, recruiting, or customer service is a thing of beauty. Having completed a handful of these plans on behalf of clients in the past few months, we feel as if we can create a strong social media campaign to gain market awareness.

Scope:

- > Includes overall plan and implementation milestones to team
- > Develop strategies and deliverables for entire project
- > Includes monitoring and continuous optimization

## AGENCY RETAINER

The monthly agency service retainer includes day-to-day client contact/meetings, account administration, keeping current on the business/competition, and business-building ideas and consultation on an ongoing basis. It also includes media planning consultation and assumes that Savage will buy the media. The budgeted retainer assumes approximately 25 hours per month of service/consultation. This budget enables us to partner with you on growing your business in an active fashion, rather than simply providing a toolkit.

## PAYMENT PLAN

The payment plan as outlined below is agreed upon and valid upon signing this agreement.

### \*Proposed Payment Plan

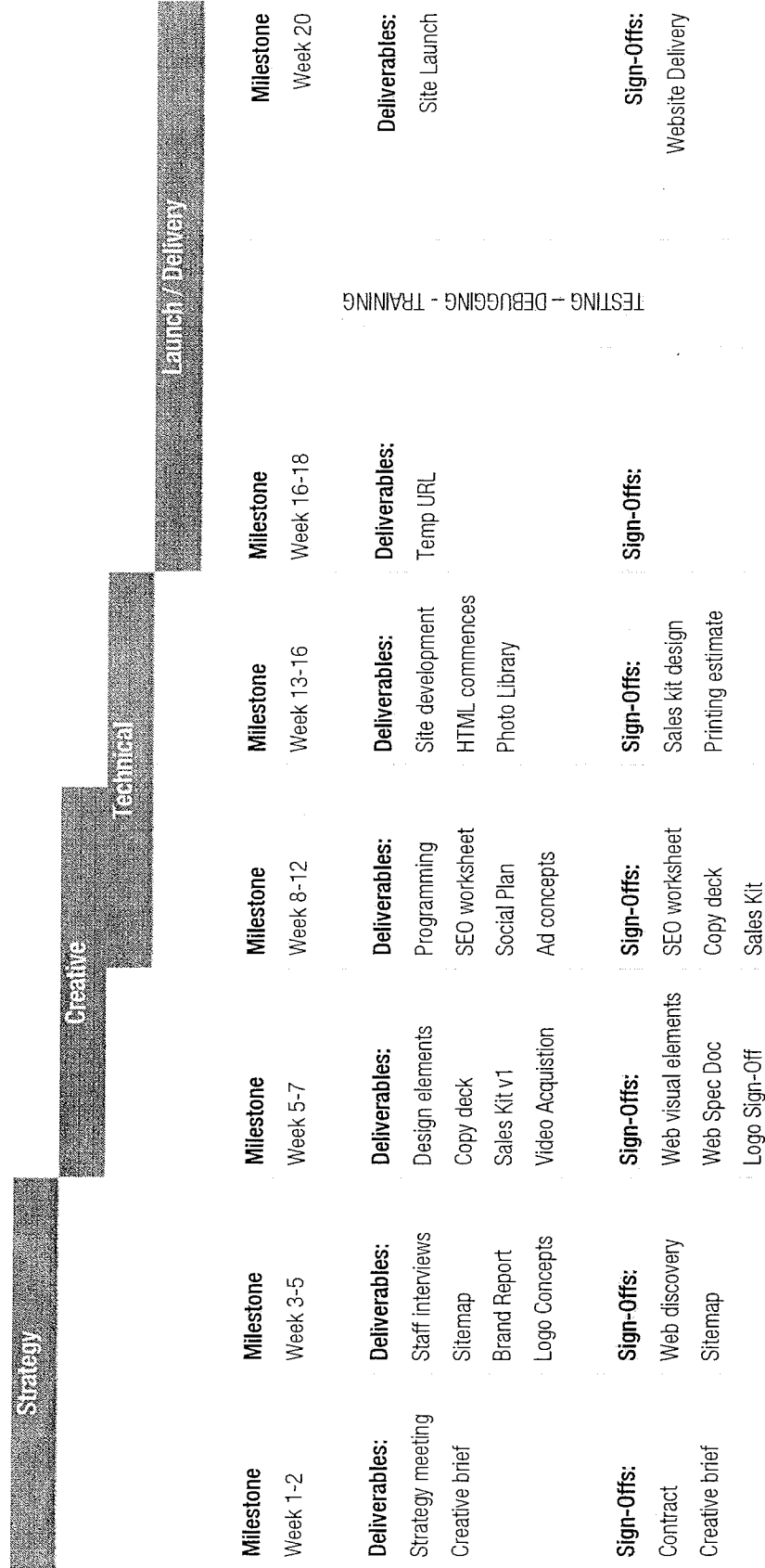
|                   |          |
|-------------------|----------|
| October 1, 2012   | \$10,000 |
| November 1, 2012  | \$10,000 |
| December 1, 2012  | \$10,000 |
| January 1, 2013   | \$10,000 |
| February 1, 2013  | \$10,000 |
| March 1, 2013     | \$10,000 |
| April 1, 2013     | \$10,000 |
| May 1, 2013       | \$10,000 |
| June 1, 2013      | \$10,000 |
| July 1, 2013      | \$10,000 |
| August 1, 2013    | \$6,000  |
| September 1, 2013 | \$5,000  |

\*Final payment can vary based on additions to final plan.



## TIMELINE & MILESTONES

The timeline chart below outlines the budget, milestones and procedure we will follow to complete this project. Our process is in place to ensure customer satisfaction and project efficiency.



## YOUR TEAM

### **Cory Savage**

Cory is focused on the overall development of Savage Solutions, LLC. Prior to launching Savage Solutions, Cory spent 10 years in healthcare. Most recently Cory was the VP of Marketing/Public Relations/Business Development for Community Health Systems, the largest for-profit healthcare company in the world. Prior to CHS, Cory served as the Business Development Specialist for Wheaton Franciscan Healthcare in Milwaukee, Wisconsin.

### **Jim Higgins**

Jim has served as the strategic, creative and technical lead on countless award winning projects for some of Chicago's top ad agencies. With a much sought-after eye for design, combined with a wealth of technical knowledge, strategic insight and marketing mastery, Jim has brought success to some of the most recognized brands in the world—including McDonald's, Kellogg's and Coca Cola.

### **Mark Hungsberg**

Mark Hungsberg is a creative that gets it. With over 12 years of experience, he has always understood that marketing and advertising requires a balance between art and effectiveness. Mark is also a passionate photographer always looking for the perfect moody light and location. He also loves to find out how things work and could probably figure out how to build just about anything from an interactive origami sales kit to a home made flying machine.

Other Savage Solutions staff that would be working on your project include: Owen Pery, Kevin Brown, Tristan Rossi, Sarah Tomczyk, Joel Hermanson, Matt Stephens and Curtis West.

## **RATE STRUCTURE**

If any services are required outside of this Scope of Project, an hourly rate structure would be implemented. All out-of-scope projects will be agreed upon in writing between client and Savage Solutions prior to any work taking place.

Our hourly rate structure is defined below:

### **Hourly Rate Structure (Outside of Scope of Project)**

Billable time will be based on 15-minute increments. Any work performed by Savage Solutions, LLC after the initial phase will be billed separately at a rate of:

- > \$75 per hour for Project Management
- > \$95 per hour for Copy Writing, Foreign Text Translation, Training and Web Editing, SEO
- > \$85 per hour for Graphic Design, Web Design, Web Coding, and Cartography
- > \$125 per hour for Flash Animation, Video Pre-Production and Post-Production
- > \$95 per hour for Web Programming
- > \$105 per hour for Video Production, Marketing Consulting and Photography

Blended rate = \$85 / hour

Savage Solutions will provide a detailed invoice on a monthly basis for any services provided outside of the Scope of Project.

## AGREEMENT FOR SERVICES

The City of Oak Creek (the "Client") and Savage Solutions, LLC enter into this Agreement for Services (the "Agreement") as of October 1, 2012 for the project referred to as Contract for Marketing Services.

### Terms of Agreement

Payment shall be made according to the Payment Plan. This Agreement shall consist of the Scope of Project, the Payment Plan, the Rate Structure, this Agreement for Services and the Terms & Conditions, included with this proposal. If monthly payment is not timely received, services may be revoked and/or turned off. Contract cannot exceed total project costs of \$11,000.00. Project scope must be completed within identified budget and payment plan. Any additional service will be estimated and agreed upon in writing.

### Validity

The terms and project descriptions in this Agreement are valid for 30 days.

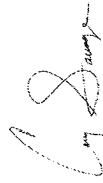
We appreciate your confidence in our ability to help you add value to your company. I hope this Agreement expresses and confirms the understandings of both parties. Your signature below will act as your acceptance of this Agreement and will initiate our mutual activity to ensure a successful endeavor. If you are in agreement, please sign and retain one fully executed copy of this Agreement, and return one fully executed copy, with the first payment, to my attention.

### Authorized Signatures

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

City of Oak Creek



Cory Savage, President

\_\_\_\_\_  
Date

Savage Solutions, LLC

## TERMS & CONDITIONS

**APPOINTMENT OF AGENCY:** Client hereby appoints Agency, and Agency hereby agrees to serve as Client's Agency of Record for advertising, marketing or public relations. Agency is hereby authorized to purchase media and outside services on Client's behalf as Client's Agent, pending Client's approval of such purchases. Agency shall devote its best efforts to further Client's interests and endeavor to make their communications successful. Agency shall supervise all media, environmental graphic design, packaging, collateral and promotional materials for appearance, accuracy, timeliness, position, size and mechanical reproduction. Agency shall credit and pay all bills incurred on behalf of the Client's account, and shall make no commitments or disbursements or incur obligations for Client's account without authorization or approval from Client.

Agency shall require the written approval of Client for all estimates and media authorizations prior to ordering material, entering commitments with suppliers or reserving media space or time. Client shall appoint in writing person(s) within their organization who may sign such authorization(s).

Client may request changes or cancellations or stop work in progress, provided these are within Agency's contractual obligations. In the event previously approved work has incurred charges, Client shall reimburse Agency for unrecoverable charges or expenses arising from requested changes or cancellations. Agency shall submit to Client for approval all copy, layouts, artwork, drawings, scripts, stories and media schedules.

**CONFIDENTIALITY:** Agency shall not, without Client's prior written authorization, reveal or make available any confidential information or trade secrets regarding Client's products, business, customers or methods of operation learned by Agency during the term of this contract.

**EXCLUSIVITY:** Agency shall not, during the term of this agreement, act as a communications firm for any other client selling products or services that are competitive with Client's present products or services without prior written consent, and Client shall not receive services of any other communications firm without the prior written consent of Agency.

**AGENCY COMPENSATION:** Client hereby agrees to pay a Professional Services Fee of \$111,000.00, which shall be paid in monthly installments outlined in Payment Plan of this contract. Projects such as collateral material are billed for creative and production time as per Agency's then current hourly rate. Same may be modified upon written agreement by Client and Agency. Expenses that may accrue, such as delivery expenses or long-distance calling, may not be able to be accurately estimated in advance of production, and shall not be included in the estimates, and shall be billed separately. Project scope must be completed within identified budget and payment plan. Any additional service will be estimated and agreed upon in writing.

**BILLING PROCEDURES:**

**MEDIA:** Advertising media shall be invoiced on or around the first day of each month of the closing date for said media, or at least ten (10) days before non-cancelable media contracts take effect. Agency shall review all media advertising prior to payment approval of media. Client has right to purchase media on its own as long as agency is aware of such purchases prior to contracts being signed.

Agency shall service and bill the Client each month that service is provided. Once Client pays Agency, Agency shall assume full financial responsibility for remitting payment to media in a timely manner. If Client fails to remit payment to Agency, financial responsibility for payment shall lie with Client rather than Agency. This Agreement shall be in full force and effect until such time that Client notifies local media that Client/Agency relationship has been dissolved and all payments have been satisfied by Client.

Agency shall not be entitled to commissions with respect to space, time, facilities, materials or services in regards to published or broadcast advertising, or advertising otherwise used in media after the termination of this agreement, except advertising prepared with the named media for publication in specified issues, or broadcast on specified dates where all material has been completed by Agency and approved by Client and delivered to media for publication, broadcast or presentation.

**GENERAL:** Agency terms are net thirty (30) days from receipt of invoice and interest shall be charged at the then current rate on all accounts due past thirty (30) days. If there shall be a default of payment. Client shall pay Agency all costs and expenses, and all attorney's fees, collection fees and all other expenses incurred in enforcing any of the terms or conditions thereof. Agency shall use its best efforts to protect against loss to Client through failure of media or suppliers to properly execute their commitments, but Agency shall have no responsibility for any failure on their part.

**DUTIES OF SAVAGE SOLUTIONS, LLC:** Savage Solutions, LLC (SSLLC) will produce the work on behalf of Client pursuant to the Scope of Project (the "Work") provided with the Agreement for Services (the "Agreement"). Client acknowledges that SSLLC shall only be required to produce the Work described in and in accordance with the assumptions specifically stated within the Scope of Project. SSLLC does not undertake any other obligations unless agreed to in writing.

**ACCEPTANCE OF SCOPE OF PROJECT:** Client shall be required to provide its written acceptance of each element and phase of the creation and production of the Work, as provided within the timetable provided to Client by SSLLC, prior to SSLLC's obligation to proceed to the next production element. Client's written acceptance of each element shall create a conclusive presumption that the element is acceptable to Client without objection.

**MISCELLANEOUS CHARGES:** In addition to the cost contained in the Payment Plan, Client shall reimburse SSLLC for all documented out of pocket costs and expenses incurred in the performance charges of the Agreement including, but not limited to: all courier fees, overnight mail expenses, shipping expenses (including the shipping of the work to client's designated location), travel expenses, etc. SSLLC may submit periodic invoices for all expenses. Additional reimbursable fees, not covered within the Agreement, include:

- > Copyright, trademark, and legal fees
- > Materials (CD's, DVD's, ZIP Disks, binders, photocopies, etc.)
- > Specialized software (internet applications, design applications outside those listed in SOFTWARE & HARDWARE COMPATIBILITY section)
- > Computer output fees (digitizing, drum scanning, film, production)
- > Printing and production costs, proofs, reproductions
- > Photography and image licensing

**SAFEGUARDING PROPERTY:** Under no circumstances shall SSLLC be liable to Client or any other party for incidental, consequential, special or punitive damages arising out of, or related to, the Agreement. SSLLC's maximum liability under the Agreement shall not exceed the Agreement Price.

**CLIENT RESPONSIBILITIES:**

- > All text will be submitted in electronic format by way of email or on disk
- > Client will submit all feedback by email to the Project Manager designated by SLLC.
- > Upon the signing of the Agreement, Client will designate no more than two (2) primary contacts for SLLC / Client interaction

**SOFTWARE & HARDWARE COMPATIBILITY:** All print and electronic materials will be developed using the following PC-based software packages:

Print Materials - (banners, signs, logos, stationary) Adobe Illustrator CS3 / CS4 / CS5

Books, multi-page spreads, page layout - Adobe InDesign CS3 / CS4 / CS5

Electronic banner ads, photo-editing - Adobe Photoshop CS3 / CS4 / CS5

Flash - Adobe Flash CS3 / CS4 / CS5

HTML, e-Newsletters Custom coding & Adobe Dreamweaver - CS3 / CS4 / CS5

Compatibility with software, hardware, formats, and files other than those listed above are not guaranteed.

**NOTICES:** Unless specified otherwise, all notices, demands or other writings in this Agreement provided to be given or made or sent, shall be agreed to have been fully given or made or sent, when made in writing and personally delivered or when deposited in the United States mail, with postage prepaid, and addressed as follows:

If to Client:

City of Oak Creek

8640 S. Howell Avenue

Oak Creek, WI 53154 (the "Client")

If to SLLC:

Cory Savage, President

Savage Solutions, LLC

757 North Broadway, Suite 500

Milwaukee, WI 53202

**INDEPENDENT CONTRACTOR:** SLLC shall perform all services and discharge all liabilities as an independent contractor. No relationship of employer-employee, owner-agent, lessor-lessee, partnership or joint venture is created by this Agreement.

**SCHEDULES, OVERTIME, AND RUSH WORK:** SLLC reserves the right to adjust the schedule and or/charge additionally in the event the Client fails to meet the agreed-upon deadlines for delivery of information, materials, approvals, payments, and for changes and additions to the services outlined in the Scope of Project.

**CREDIT:** SLLC reserves the right to include the contracted work completed for Client in SLLC promotional activities such as submitting to design competitions. This includes web, print, and multimedia projects designed by SLLC, as well as project specific technologies and applications utilized and/or designed for my client.

**TAXES AND FEES:** Client shall be responsible for all sales and/or use taxes and all fees.

**TITLE TO MATERIALS & IDEAS:** Prior to the completion of the Work and SLLC' receipt of full and final payment, all right, title and interest in and to all tangible and intangible Work and Work products, and all right, title and interest in and to copyrights, trade secrets, trademarks and other intellectual property derived from such Work and Work products, shall remain the sole and exclusive property of SLLC. Upon receipt of final payment, SLLC shall convey to Client all of its right, title and interest in and to the final Work to the extent of SLLC' title. Notwithstanding SLLC' conveyance of the copyrights to the Work, all concepts and ideas utilized in the creation of the Work shall remain the property of SLLC, and Client's ownership of the Work and related materials will not prevent SLLC from applying the same or similar concepts reflected in the Scope of Project to other projects undertaken by SLLC. All materials submitted to and rejected by Client will remain the property of SLLC regardless of whether the physical embodiment of the creative work is in Client's possession in the form of memoranda, copy, artists, renderings, art work plates, recordings, films, tapes, computer discs, etc.

**THIRD PARTY CONTRACTS:** SLLC may contract with other individuals or companies acting on behalf of the Client to provide additional services such as writing, photography, database design, scripting, illustration, printing, and fabrication. The Client agrees to be bound by any terms and conditions, including required credits and usage rights, with respect to reproduction of the materials that may be imposed on SLLC by those third parties.

**CANCELLATION:** In the event Client cancels this Agreement, Client shall pay to SLLC, as liquidation damages and not as penalty, an amount equal to (a) a sum determined by calculating all recorded time at SLLC' standard billing rates, as determined by SLLC' time records, plus (b) SLLC' documented out of pocket expenses, plus a factor of twenty-percent (20%) of those expenses.

**ARBITRATION:** Any dispute arising under, or in any way related to, this contract shall be submitted to binding arbitration in Milwaukee, WI, to be governed by and conducted in accordance with the rules and regulations of the American Arbitration Association. The cost of any such proceedings shall be divided evenly between Client and SLLC.

**CONTROLLING LAW:** The validity, interpretation and performance of this contract shall be controlled by and interpreted under the laws of the State of Wisconsin.

**DISABILITY / ADA COMPATIBILITY:** Websites and/or code are not guaranteed ADA or Disability compatible unless otherwise stated in the SCOPE of Work. SLLC is not responsible or liable for any issues arising from incompatibility with text readers, translators, or other disability assistance devices.

**ENTIRE CONTRACT:** This Agreement contains the entire agreement between SLLC and Client. No representations, assurances, promises, guarantees or warranties were made or relied upon by either party other than those expressly set forth in writing in this Agreement.

**LATE CHARGES:** A late charge of 0.6% per month will be incurred on past due amounts, until paid in full.

**SEVERABILITY:** Any provision of this Agreement prohibited or unenforceable under applicable law shall be ineffective only to the extent and without invalidating the remaining provisions of this Agreement



**WARRANTY:** SLLC shall pass through all manufacturers' warranties to Client. SLLC will provide reasonable assistance to Client in coordinating the repair or replacement of the product by the manufacturer. THIS WARRANTY IS EXCLUSIVE, AND EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, SLLC MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID, UNLESS MADE IN WRITING AND SIGNED BY SLLC.

**FORCE MAJEURE:** SLLC shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on SLLC or its suppliers' products or marketing activities.

# City of Oak Creek Common Council Report

Meeting Date: 10/16/12

Item No.: 5

**Recommendation:** Authorize City Attorney and City Administrator to negotiate a contract for Architectural, engineering, and related services with Bray Architects in an amount not to exceed \$1,279,250 for design, construction documents, bidding, inspection services and commissioning in connection with building a new city hall, library and fire station.

**Background:** A budget figure of \$19.5 million dollars has been established for constructing and furnishing a new city hall, library, and fire station. The Council has stated its intent to finance this cost through the issuance of general obligation debt, which will be paid for using utility aid and existing revenues. **NO TAX INCREASE WILL BE NECESSARY TO FINANCE THIS DEBT** – see attached debt schedule.

A City Architectural Review Team (G. Peterson, D. Seymour, C. Geiger, T. Rosandich, R. Palmer, J. Lininger, G. Hammernik), in consultation with Owner's Representative S. Chamberlin, was established to provide input related to the three building types and to develop a Request for Proposals (RFP) seeking qualifications for the architectural, engineering and related services required for these facilities. The City Attorney's office has been involved and provided input throughout this process. An RFP (copy attached) was prepared, advertised, and distributed to interested firms.

A mandatory pre-proposal conference was held at 10:00 a.m. on August 29<sup>th</sup> at Fire Station 3. Approximately 50 individuals representing a variety of architectural, engineering and support firms attended this meeting. Proposals for services were due on September 7<sup>th</sup>. A total of twelve proposals were received with five firms (teams) invited for in-person presentations. These presentations occurred over a two-day period (September 24<sup>th</sup> and 25<sup>th</sup>), where each firm made a ninety-minute presentation. These presentations followed a specified format related to the needs for the new City facilities. This required the firms to specifically address their qualifications, experience, philosophy, commitment to quality assurance, project partners, design methods and processes, approach to ensure the City receives maximum value for each of the facilities, and fee proposal. They were also required to present what they believe differentiates their firm from other architectural firms.

Our review team was impressed and extremely pleased with the quality and thoroughness of the submittals and presentations made by each of the firms/teams we met. Each organization was represented by principals, owners, key staff, designers, and partners. The City Architectural Review Team went through a credentials-based rating and evaluation process that was consistent with the requirements of the City's RFP. In depth further review of key issues were then made with the highest rated firm through telephone inquiries and follow-up meetings. References were contacted for in-depth discussions about the firm's past projects. An in-person meeting with firm's principals was held to define and clarify terms and conditions of the engagement. Input and review by the entire City Architectural Review Team was provided throughout the selection process.

Through this process, the City Architectural Review Team has unanimously recommended the selection of Bray Architects to perform the work requested. The recommendation is based upon:

- A significant depth of experience with public building design and construction, including all three building types included in our building program.
- A strong design team dedicated to our project that incorporates stability, proven concepts, and an understanding of public project expectations.
- An extremely strong project team which properly focuses on our needs for these buildings, including engineering, technology, acoustic design, energy modeling, telecommunications, technology wiring/cabling design, security system design, and life cycle cost analysis.
- A well articulated quality assurance process including three distinct steps including: communication; independent review of construction documents/plans prior to bidding; and a constructability review of all construction documents, which has proven to minimize project changes orders.
- Bray has brought high quality project partners on board in the areas of civil engineering/landscape architecture, structural engineering, mechanical and electrical design, telex communication design, security system design, audio visual design, and cost estimating. They have also included a separate design partners, specifically for energy modeling, life cycle cost analysis, and acoustic design.
- Value optimization program which includes the use of services from the Sustainable Engineering Group to provide energy modeling and life cycle cost analysis. They clearly demonstrated their success with projects they have designed.
- Fees were within the lower tier of the proposals received. The proposal included all the services we requested.

**Fiscal Impact:** A not-to-exceed cost of \$1,279,250 for services would be paid out of the proceeds of a G.O. bond issued for this project. This includes commissioning and specialized reviews for the library and fire station.


It is probable/likely that the actual costs for these services would be less allowing additional dollars to be allocated to building, fixtures and furniture. The City has a firm total budget of \$19.5 million for the project.

Prepared and Respectfully submitted by:




Gerald R. Peterson, ICMA-CM  
City Administrator

Fiscal Reviewed by:



Mark Wyss  
Finance Director

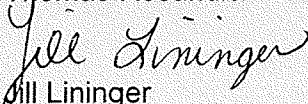
Reviewed and Concurred by the Architectural Review Team:



Douglas Seymour



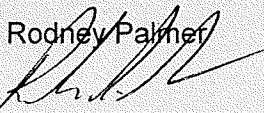
Thomas Rosandich



Jill Lininger



Caesar Geiger



Rodney Palmer

Gerard Hammernik



# CITY OF OAK CREEK

## Revised Long Range Capital Needs - Using Utility Aid & Existing Revenues

No New or Additional Property Taxes or Fees

### REVENUES

| Year | EXPENDITURES  |               |                    |               |               |                    |              |                |                    |                           | REVENUES            |             |              |                          |              | Balance of Capital Reserve |
|------|---------------|---------------|--------------------|---------------|---------------|--------------------|--------------|----------------|--------------------|---------------------------|---------------------|-------------|--------------|--------------------------|--------------|----------------------------|
|      | Street Garage | Civic Center  | Fire Station No. 1 | Lakefront     | Drexel Avenue | Drexel Interchange | Police Debt  | Total Debt/Cip | Annual Street Prgm | Total Annual Expenditures | Existing Tax Levy * | Impact Fees | Utility Aid  | Available Annual Funding |              |                            |
| 2011 | \$ 7,000,000  | \$ 15,000,000 | \$ 3,500,000       | \$ 12,000,000 | \$ 6,000,000  | \$ 4,500,000       | \$ 1,003,609 | \$ 2,500,734   | \$ 1,000,000       | \$ 3,500,734              | \$ 850,000          | \$ 85,000   | \$ 3,300,000 | \$ 5,435,000             | \$ 1,200,000 |                            |
| 2012 | \$ 497,125    |               |                    | \$ 1,000,000  |               |                    | \$ 922,125   | \$ 2,439,313   | \$ 900,000         | \$ 3,339,313              | \$ 850,000          | \$ 272,125  | \$ 3,300,000 | \$ 6,356,391             | \$ 1,934,266 |                            |
| 2013 | \$ 517,188    |               |                    | \$ 1,000,000  |               |                    | \$ 955,125   | \$ 2,434,891   | \$ 900,000         | \$ 3,334,891              | \$ 850,000          | \$ 160,000  | \$ 3,300,000 | \$ 7,327,078             | \$ 3,017,078 |                            |
| 2014 | \$ 511,859    |               | \$ 236,063         |               |               |                    | \$ 985,969   | \$ 3,492,188   | \$ 950,000         | \$ 4,442,188              | \$ 850,000          | \$ 135,000  | \$ 3,300,000 | \$ 8,277,187             | \$ 3,992,187 |                            |
| 2015 | \$ 506,531    | \$ 1,001,125  | \$ 256,125         |               |               |                    | \$ 988,688   | \$ 3,985,750   | \$ 950,000         | \$ 4,935,750              | \$ 850,000          | \$ 135,000  | \$ 3,300,000 | \$ 8,120,000             | \$ 3,835,000 |                            |
| 2016 | \$ 500,344    | \$ 1,004,625  | \$ 254,438         | \$ 500,000    |               |                    | \$ 988,406   | \$ 4,063,531   | \$ 950,000         | \$ 5,013,531              | \$ 850,000          | \$ 135,000  | \$ 3,300,000 | \$ 7,469,250             | \$ 3,184,250 |                            |
| 2017 | \$ 517,406    | \$ 998,719    | \$ 252,375         | \$ 550,000    |               |                    | \$ 1,141,563 | \$ 3,148,563   | \$ 975,000         | \$ 4,123,563              | \$ 850,000          | \$ 50,000   | \$ 3,300,000 | \$ 6,655,719             | \$ 2,455,719 |                            |
| 2018 | \$ 508,031    | \$ 991,500    | \$ 249,938         | \$ 625,000    |               |                    | \$ 1,141,969 | \$ 3,141,969   | \$ 975,000         | \$ 4,116,969              | \$ 850,000          | \$ 50,000   | \$ 3,300,000 | \$ 6,732,156             | \$ 2,532,156 |                            |
| 2019 | \$ 521,656    | \$ 1,007,750  | \$ 247,125         | \$ 625,000    |               |                    | \$ 1,180,625 | \$ 3,180,625   | \$ 975,000         | \$ 4,155,625              | \$ 850,000          | \$ 50,000   | \$ 3,300,000 | \$ 6,815,187             | \$ 2,615,187 |                            |
| 2020 | \$ 508,656    | \$ 997,438    | \$ 243,938         | \$ 675,000    |               |                    | \$ 1,190,313 | \$ 3,190,313   | \$ 1,000,000       | \$ 4,190,313              | \$ 850,000          | \$ 50,000   | \$ 3,300,000 | \$ 6,859,562             | \$ 2,669,250 |                            |
| 2021 | \$ 520,156    | \$ 1,010,469  | \$ 240,375         | \$ 675,000    |               |                    | \$ 1,186,250 | \$ 3,186,250   | \$ 1,000,000       | \$ 4,186,250              | \$ 850,000          | \$ 50,000   | \$ 3,300,000 | \$ 6,869,250             | \$ 2,683,000 |                            |
| 2022 | \$ 506,156    | \$ 996,813    | \$ 236,438         | \$ 715,000    |               |                    | \$ 1,237,594 | \$ 3,237,594   | \$ 1,000,000       | \$ 4,237,594              | \$ 850,000          | \$ 50,000   | \$ 3,300,000 | \$ 6,883,000             | \$ 2,645,406 |                            |
| 2023 | \$ 516,656    | \$ 1,006,375  | \$ 256,750         | \$ 715,000    |               |                    | \$ 1,233,375 | \$ 3,233,375   | \$ 1,000,000       | \$ 4,233,375              | \$ 850,000          | \$ 50,000   | \$ 3,300,000 | \$ 6,845,406             | \$ 2,612,031 |                            |
| 2024 | \$ 526,156    | \$ 1,013,750  | \$ 251,281         | \$ 715,000    |               |                    | \$ 1,252,000 | \$ 3,252,000   | \$ 1,000,000       | \$ 4,252,000              | \$ 850,000          | \$ 50,000   | \$ 3,300,000 | \$ 6,812,031             | \$ 2,560,031 |                            |
| 2025 | \$ 510,156    | \$ 994,219    | \$ 245,375         | \$ 742,813    |               |                    | \$ 1,240,093 | \$ 3,240,093   | \$ 1,100,000       | \$ 4,340,093              | \$ 750,000          | \$ 50,000   | \$ 3,300,000 | \$ 6,660,031             | \$ 2,319,938 |                            |
| 2026 | \$ 518,656    | \$ 997,687    | \$ 239,250         | \$ 744,313    |               |                    | \$ 1,271,938 | \$ 3,271,938   | \$ 1,100,000       | \$ 4,371,938              | \$ 750,000          | \$ 50,000   | \$ 3,300,000 | \$ 6,419,938             | \$ 2,048,000 |                            |
| 2027 | \$ 525,594    | \$ 999,500    | \$ 257,438         | \$ 744,625    |               |                    | \$ 1,272,672 | \$ 3,272,672   | \$ 1,100,000       | \$ 4,372,672              | \$ 750,000          | \$ 50,000   | \$ 3,300,000 | \$ 6,148,000             | \$ 1,775,328 |                            |
| 2028 | \$ 530,641    | \$ 999,563    | \$ 249,938         | \$ 744,781    |               |                    | \$ 1,271,094 | \$ 3,271,094   | \$ 1,100,000       | \$ 4,371,094              | \$ 750,000          | \$ 50,000   | \$ 3,300,000 | \$ 5,875,328             | \$ 1,504,235 |                            |
| 2029 | \$ 534,313    | \$ 997,844    | \$ 242,188         | \$ 747,750    |               |                    | \$ 1,286,625 | \$ 3,286,625   | \$ 1,100,000       | \$ 4,386,625              | \$ 750,000          | \$ 50,000   | \$ 3,300,000 | \$ 5,604,235             | \$ 1,217,610 |                            |
| 2030 | \$ 561,688    | \$ 994,250    | \$ 258,688         | \$ 748,000    |               |                    | \$ 1,249,938 | \$ 3,249,938   | \$ 1,100,000       | \$ 4,349,938              | \$ 750,000          | \$ 50,000   | \$ 3,300,000 | \$ 5,317,610             | \$ 967,672   |                            |
| 2031 |               | \$ 1,503,250  | \$ 249,688         | \$ 749,000    |               |                    | \$ 1,240,875 | \$ 3,240,875   | \$ 1,100,000       | \$ 4,340,875              | \$ 750,000          | \$ 50,000   | \$ 3,300,000 | \$ 5,067,672             | \$ 726,797   |                            |
| 2032 |               | \$ 1,500,250  | \$ 240,406         | \$ 755,594    |               |                    | \$ 1,244,781 | \$ 3,244,781   | \$ 1,225,000       | \$ 4,469,781              | \$ 625,000          | \$ 50,000   | \$ 3,300,000 | \$ 4,701,797             | \$ 232,016   |                            |
| 2033 |               | \$ 1,517,969  | \$ 255,313         | \$ 756,625    |               |                    | \$ 1,225,000 | \$ 3,225,000   | \$ 1,225,000       | \$ 4,450,000              | \$ 625,000          | \$ 50,000   | \$ 3,300,000 | \$ 3,532,016             | \$ 42,235    |                            |
| 2034 |               | \$ 1,505,344  |                    | \$ 759,438    |               |                    | \$ 774,094   | \$ 1,400,000   | \$ 1,400,000       | \$ 2,174,094              |                     |             | \$ 3,300,000 | \$ 3,342,235             | \$ 1,168,141 |                            |
| 2035 |               |               |                    |               |               |                    |              |                |                    |                           |                     |             |              |                          |              |                            |

This Worksheet assumes the following:

- + "Available Funding" is calculated as annual \$3.3 million from utility aid payment plus tax levy plus impact fees plus the balance of prior year Capital Reserve.
- + Based on interest rates as of November 4, 2011
- + No revenue from land sales @ Delphi or Lakeview sites.
- + No TID at 27th & Drexel
- + No grants
- + No repayment of loan at Delphi site
- + \$2,000,000 cash layout in 2012-2014 for public space at lakefront, thereafter financing of \$10 million for various projects at Lakefront.
- \* Tax levy is current amount levied for Police Station Debt.



*Oak Creek*

CITY  
ADMINISTRATOR'S  
OFFICE

FILE COPY

August 17, 2012

Enclosed with this correspondence is a Request for Qualifications seeking the Architectural Services for the construction of facilities to serve the Oak Creek community including a fire station, library, and city hall.

We are excited to be moving forward with these projects after much community discussion, evaluation, and consideration. Our records indicate we have either spoken to you in the past or met with you concerning these projects and are sending this RFQ as a courtesy.

Thank you for your interest in our project.

Sincerely,

Gerald R. Peterson, ICMA-CM  
City Administrator

GRP/mk

## **REQUEST FOR PROPOSAL**

Architectural Services

Date: August 17, 2012

From: City of Oak Creek  
8640 South Howell Avenue  
Oak Creek, Wisconsin 53154

Re: City Hall, Library, & Fire Station  
Design services

The City of Oak Creek ("City") is seeking architectural services for the design of a new City Hall, Public Library, and Fire Station. This Request For Proposal (RFP) is for full architectural and engineering services. These are important projects for our community and we are excited to launch these highly anticipated projects.

*Please note the mandatory pre-proposal conference date of August 29<sup>th</sup> at 10:00 am.*

### **Description of Project**

**Civic Center** - The City will be developing a new City Hall and Public Library, at the southwest corner of Drexel and Howell Avenues (Former Delphi site). This new Civic Center complex will include approximately 70,000 – 100,000 square feet. It has not yet been determined whether the City Hall and Library will be stand alone facilities or be adjoined. It is anticipated that there may be a need for lower level parking in addition to the grade level surface parking. The City has allocated \$16 million for the Civic Center complex building(s). Some additional funding may be available for the Library, through a dedicated fundraising campaign.

**Fire Station** - The City will be developing a new Fire Station at 225 E. Centennial Drive, replacing the existing facility at 240 E. Puetz Road. The new facility will be approximately 12,000 – 15,000 square feet and has an established budget of \$3.5 million.

### **Projected RFP Process Timeline**

|                                   |                      |
|-----------------------------------|----------------------|
| Architectural RFP Available       | August 17            |
| Mandatory Pre-proposal Conference | August 29, 10:00 am  |
| Proposals Due                     | September 7, 2:00 pm |
| Architect Interview Dates         | Week of September 24 |
| Architect Selection               | TBD                  |

## **Scope of Service**

It is expected that the selected architectural firm will provide a full range of services, including, but not limited to the following:

### Pre Design Phase

- The Architect shall confirm space programming requirements for each of the (3) facilities. Although preliminary needs assessments and space programs have been developed by the City, the Architect will be expected to independently review and validate the programming requirements for each of the facilities to a level that is satisfactory to the City.
- Review previously developed information that has been gathered by the city related to the development of the City Hall, Library, and Fire Station. This includes, but is not limited to, community survey results, project history files, plans of existing facilities, functional needs assessments, and facility preferences. It is expected that the Architect will carefully review the information that is provided to understand expectations, general preferences, and overall project requirements. Meet with City managers and Owner Representative, as necessary to ensure that the above referenced information is understood prior to proceeding with schematic level design.
- Participate in the Project Team Building process with the Owner's key representatives to align expectations, project approach, and basic requirements for a successful project.
- During pre-design and/or design phases, as directed by the City, tour up to (3) existing Wisconsin city hall and/or library facilities and up to (2) Wisconsin fire station facilities for review of "best practices".

### Design Phases

Architect shall provide a full range of architectural and engineering services, including but not limited to the following:

- Due to the City Hall & Library being located within the overall Drexel Town Square development, it is critical that the Architect's design for the building(s), landscaping, and other site development be in close cooperation with the City and Drexel Town Square development team to ensure it is consistent with the design guidelines and overall design intent of the site Master Plan.
- Complete civil and site development engineering services.
- Complete architectural, structural, mechanical, and electrical design. Provide phased design for the three design phases: 1) Schematic Design, 2) Design Development, and 3) Bidding Documents. At the conclusion of each of these (3) design stages, the Architect shall present the design documents to the City for approval and authorization to proceed to the next stage of design and construction.

- Complete interior design services, including decorative interior features, window shades and blinds, and “fixed” furnishings. Although, loose furnishings such as tables, chairs, and shelving units will be selected and bid directly by the Owner, the Architect shall include in their proposal 10 hours for input on furniture selections to help ensure furnishings are consistent with the general architectural design intent of the facility.
- Provide complete landscape design as required for competitive bid proposals. This shall include carefully designed landscape features and lighting that will best enhance and compliment the new facilities.

#### Estimating & Building Systems Evaluations

The City has established budgets for the project(s). Therefore, the Architect shall provide design(s) and bidding documents that will enable the project to be completed within the City’s budget. It shall be required that the Architect provide, within their scope of services, cost estimating services throughout the pre-design and design phases of the project as follows:

- At the completion of the space program validation (see pre-design phase described above), a project cost estimate shall be developed and submitted to the Owner for review and approval.
- At the completion of the following stages, the Architect shall prepare and present to the City for approval, a comprehensive project construction cost estimate: 1) Schematic design, 2) Design Development, and 3) Bidding Documents.
- Architect shall consult with their estimator or cost consultant during the various design stages as to whether the design is aligned with the established cost parameters.
- Architect shall have their estimator or cost consultant available to provide cost estimates for major building systems during the systems assessments stages. These cost estimates shall be performed in conjunction with the Architect’s structural, mechanical, and electrical engineers for the following systems: Building foundation system, building superstructure, building enclosure, roof assembly, HVAC systems, electrical systems, and various evaluations of building interiors.

#### **Additional Information**

*A mandatory pre-proposal conference* will be held on August 29<sup>th</sup>, at 10:00 am, at the Oak Creek Fire Station #3 (7000 South 6<sup>th</sup> Street). This will include a brief presentation by the City, followed by the fielding of questions related to the Architectural RFP. Each firm must have a representative in attendance at the pre-proposal conference. Failure to have a representative present will result in a disqualification of services outlined in this RFP.

**Project Information Website** - Information related to the RFP will be posted to the following City website at <http://www.oakcreekwi.org/architecturalrfp>

Questions regarding this RFP to be submitted electronically via e-mail to: [architectquestions@oakcreekwi.org](mailto:architectquestions@oakcreekwi.org) no later than Friday, August 24th. Responses will then be posted to the project information website above by Tuesday, August 28<sup>th</sup>.



### **Owner's Representative**

The City has retained an Owner's Representative, Chamberlin Group LLC, to represent them for the projects referenced in this RFP. Chamberlin Group will address various issues related to the project approach and requirements at the above referenced pre-proposal conference.

### **Proposal Submission Requirements**

Twelve (12) copies of written proposals to be submitted to the City Clerk's office no later than 2:00 pm on Friday, September 7 at the following location. Proposals submitted after the due date will not be accepted.

Oak Creek City Clerk  
RE: Architectural RFP  
8640 South Howell Avenue  
Oak Creek, Wisconsin 53154

In addition to written proposals, one (1) electronic copy of the full proposal must be received by Caesar Geiger at: [cgeiger@oakcreekwi.org](mailto:cgeiger@oakcreekwi.org) no later than 2:00 pm on Friday, September 7.

The City reserves the right to reject any or all proposals, and to waive any defect in any proposal, as the interests of the City may dictate.

All costs incurred related to the preparation of the proposal and/or interview process shall be at the sole expense of the submitter. All materials submitted to the City become the property of the City and public record.

### **Contract Agreement**

Upon preliminary award of architectural services, it is anticipated that the AIA B101 contract format will be the basis for the contract agreement with the City. The final award for architectural services will be subject to successful negotiations that are according to the specific time frame and contractual requirements, as determined by the City.

This RFP response shall be based on full architectural services as required for on a traditional design and construct approach, with the construction contractor being selected through a competitive bid process at the completion of the bidding documents. Although the City may possibly consider selected construction management services for the project(s), this would be reviewed and addressed and communicated at a later date, after the receipt of the proposals required by this RFP.

### **RFP Requirements**

Proposals must include the following information and shall be limited to the requested information. (Please do not include excessive or lengthy exhibits that do not specifically relate to the requested information).

### Basic Qualifications

- History of the firm.
- Size of the firm, depth of staff, technical resources, etc.
- Philosophy of the firm and basic approach to design.
- Range of services.

### Experience

It is important to the city that the selected architectural firm has a good depth of experience specific to the (3) three project types (Fire station, library, and city hall). *In the event that a firm has minimal experience with any of the (3) project types, the City would encourage these firms to supplement their design team with an outside design partner or consultant with relevant experience.*

- List similar projects completed within the past 15 years.
- Provide project profiles for up to (3) projects for each of the following project types: 1) City Hall, 2) Fire Station, and 3) Public Library. For each, provide details of the project, square footage, project cost, significant features, how challenged were met, etc. Indicate which projects were designed by your firm versus those that were designed by any specialty design partner or consultant that you may have within your team.

### Project Team

- Provide an organization structure of the proposed team, indicating individual's roles on the project.
- Provide resumes for each of the key team members.
- Indicate specifically who will be the primary contact person(s) during design and construction. Also, indicate how there will be assurances that they will be available, as necessary, to provide the best service for the project.
- Specifically indicate the individual that will serve as a Project Principal and show the level of involvement they will have throughout the duration of the project. It is the preference of the City that the Project Principal be actively involved during both the design and construction phases of the project to ensure continuity.
- It is very important to the City that the proposed team be committed to the project as indicated in your proposal. This will be specifically incorporated into the contractual agreement.

### Quality Assurance

- Explain your organizational structure as it relates to ensuring quality assurance during both design and construction.
- Provide information related to checks and balance you have for ensuring quality during: 1) Planning 2) Systems and product evaluations, 3) Specification development, 4) Drawing development, and 5) Construction.
- Indicate how you address quality assurance with work performed by consultants or project design partners.

### Project Partners & Consultants

It is the position of the City that any consultants and/or outside design partners would need to be an integral part of the project team. Therefore, this will be an important factor in the architectural selection process.

- List each firm that will serve as a project consultant or outside design partner. For each, include information about their firm related to overall services provided and experience with these types of project(s).
- Include resumes for each key team member from a consultant or outside design partner. Specifically indicate their role and planned time commitment to the project.

### Approach to Projects

- Indicate your basic approach to projects.
- Show how you interface with the Owner during design and construction phase

### Value Optimization

- Indicate how you approach design, as it relates to optimizing overall project value.
- Indicate your firm's ability to provide evidence based design recommendations to ensure project priorities are balanced, with long-term facility value being maximized.

### Fee Information

- Provide an all-inclusive percentage fee for the scope of work, as described above. Fee to be applied to the cost of construction, as defined within the standard AIA B101 Agreement.
- Specifically list any costs, rates, or multipliers for reimbursable costs that would not be included in the above percentage fee.

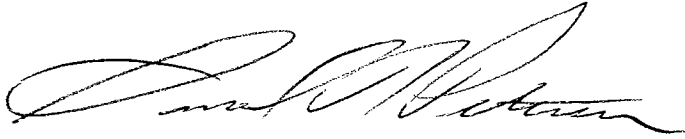
The above fee shall be for all of the projects (city hall, library and fire station). If during the architectural selection process, the City determines it may be in their best interest to consider awarding the architectural services to two separate firms, state your willingness to serve as the Architect for just 1) City Hall & Library or 2) Fire Station.

### Differentiating Factors

- Specifically indicate how you feel your approach or process differentiates your firm from other design firms.
- Indicate why you are interested in this particular project and have the motivation to provide exceptional service.

This is an important development for the City of Oak Creek. We sincerely appreciate your interest and look forward to receiving your proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Peterson". The signature is fluid and cursive, with a large initial "G" and "P".

Gerald Peterson  
City Administrator

# City of Oak Creek Common Council Report

Meeting Date: 10/16/12

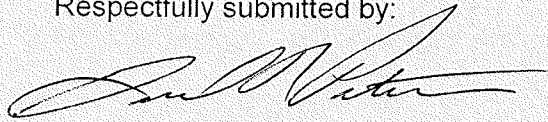
Item No.:

**Recommendation:** That the Common Council adopt Resolution 11292-101612, *6*  
supporting the Knowles-Nelson Stewardship Program grant.

**Background:** The City of Oak Creek applied to receive grant funding from the Knowles-Nelson Stewardship Program for the acquisition of a twenty-two acre parcel in the City of Oak Creek for conservation and public outdoor recreational purposes. Pursuant to City of Oak Creek for conservation and public outdoor recreational purposes. The Department of Natural Resources has notified the City that if the Council so chooses, they may submit another resolution in support of this acquisition.

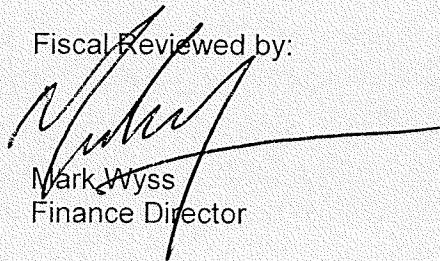
**Fiscal Impact:** If funding is approved, the City may receive \$300,000 towards the purchase of this property.

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM  
City Administrator

Fiscal Reviewed by:



Mark Wyss  
Finance Director

RESOLUTION NO. 11292-101612

RESOLUTION IN SUPPORT OF THE KNOWLES-NELSON STEWARDSHIP PROGRAM FOR  
ACQUISITION OF APPROXIMATELY 22 ACRES

(Former Peter Cooper Property)  
(9006 S. 5<sup>th</sup> Avenue)  
(4th Aldermanic District)

WHEREAS, the City of Oak Creek has made application to receive grant funding from the Knowles-Nelson Stewardship Program for the acquisition of a twenty-two acre parcel to assist in the acquisition and permanent conservation and public outdoor recreational purposes of approximately 22 acres at 9006 S. 5<sup>th</sup> Avenue; and

WHEREAS, the City of Oak Creek, values its natural areas and recreational opportunities, taking pride in the diversity of the natural environment and wildlife, with an intent to preserve those amenities for future generations; and

WHEREAS, the Oak Creek Common Council, on April 3, 2012, unanimously approved and endorsed the steps needed to purchase and preserve the property at 9006 S. 5<sup>th</sup> Avenue and make it available to the general public;

NOW, THEREFORE, BE IT RESOLVED, that the City of Oak Creek fully supports this Stewardship-funded land acquisition in its efforts to acquire and preserve the property at 9006 S. 5<sup>th</sup> Avenue as outlined herein.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to cause a signed copy of this resolution to be provided to the DNR Grant Staff.

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

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
101 S. Webster Street  
Box 7921  
Madison WI 53707-7921

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



RECEIVED

OCT 14 2012

October 1, 2012

Mayor Stephen Scaffidi  
City of Oak Creek  
8640 S. Howell Avenue  
PO Box 27  
Oak Creek, WI 53154

Dear Mayor Scaffidi:

As you are aware, the City of Oak Creek applied to receive grant funding from the Knowles-Nelson Stewardship Program for the acquisition of a twenty-two acre parcel in the City of Oak Creek for conservation and public outdoor recreational purposes. I am writing to inform you that pursuant to s. 23.0917(5t), the Department has notified the county and local municipalities of the tentative grant and offered them the opportunity to submit a nonbinding resolution in support or opposition to the Stewardship-funded land acquisition.

Although a resolution for or against a grant for land acquisition will be nonbinding, the Department is required to consider the resolution if it is received within 30 days of receipt of the notification to the municipality.

At this time no action is required by your Board. The Department does have on file your resolution approving the application submittal. However, if the Board chooses, they may submit another nonbinding resolution in support or opposition to this acquisition. If you decide to do so, please send a copy of the resolution to DNR grant staff:

Dan Kaemmerer  
WDNR – Southeast Region  
2300 N. Martin Luther King Jr. Drive  
Milwaukee, WI 53212  
Phone: (414) 263-8704  
Daniel.Kaemmerer@Wisconsin.Gov

If you would like more information, or have question or concerns about this grant, please contact Dan Kaemmerer as indicated above.

Sincerely,

Lavane J. Hessler  
Stewardship LUG Grant Manager

Cc: Dan Kaemmerer, WDNR-SER

# City of Oak Creek Common Council Report

Meeting Date: October 16, 2012

Item No.: 7

**Recommendation:** That the Common Council authorize the Mayor and City Clerk to execute a one-year extension to the current contract with Tyler Technologies Inc., CLT for assessment and software services, including personal property valuation, for the period of 11/1/12 through 10/31/13, for a total of \$91,000.

**Background:** Effective May 1, 2012, the City Treasurer began overseeing the Assessor's office; prior to this it was under the direction of the City Clerk. The current contract with the City's Contract Assessor, Tyler Technologies Inc., CLT, expires 10/31/12. Because this is my first year overseeing this office, I would like to extend the current contract with Tyler Technologies Inc., CLT for one-year. This will provide the experience and consistency needed as I learn the operation and will allow me an opportunity to re-evaluate assessment services in preparation for the move to a new location. Staff has been working with representatives of Tyler Technologies Inc., CLT to negotiate the extension of the contract for a one-year period, 11/1/12 through 10/31/13.

During the current contract period, the annual assessment services fee is \$91,000. Tyler Technologies Inc., CLT has proposed that the total annual assessment services fee remain the same. The assessment service would also be the same; however, some contract language has been changed to provide clarity and key completion dates; all of which has been reviewed by Assistant City Attorney, Melissa Karls.

**Fiscal Impact:** The contract price for services mentioned above would be \$91,000 for one year, the same amount as 2012. Tyler Technologies Inc., CLT would bill the City under the new contract in 2013, which has been included in the proposed 2013 budget.

Prepared by:



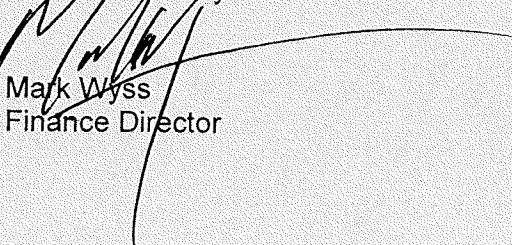
Barbara Guckenberger  
City Treasurer

Respectfully submitted,



Gerald Peterson, ICMA-CM  
City Administrator

Fiscal Review by:



Mark Wyss  
Finance Director



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## ARTICLES OF AGREEMENT

This Agreement is between and by the City of Oak Creek, located in the State of Wisconsin, hereinafter referred to as the "City,"

AND

Tyler Technologies Inc., CLT, a company formed under the laws of the State of Delaware and qualified to do business in the State of Wisconsin, herein after referred to as the "Company,"

### WITNESSETH

**WHEREAS**, the Company has experience in the design, development, and implementation of Computer Assisted Mass Appraisal (CAMA) software and assessing services; and

**WHEREAS**, the Company has served State, County and Municipal Government for over 70 years; and

**WHEREAS**, the City desires to utilize said services;

**NOW, THEREFORE**, it is hereby agreed that the Company shall provide the professional services contained in Schedule A (Assessment Services) and Schedule B (Additional Services) during the period of this Agreement as specified in Article 3 below.

**1. SERVICES TO BE PROVIDED**

The Company shall provide to the City in a professional and workmanlike manner, all of those services stipulated in Schedule A (Assessment Services to be Provided) and Schedule B (Additional Services). The Company shall be responsible for the scheduling of personnel as categorized in Schedules A and B.

**2. CONTRACT DOCUMENTS**

This Agreement, Schedule A and Schedule B shall comprise the contract documents.

**3. PERIOD OF AGREEMENT**

This Agreement shall run from November 1, 2012 until October 31, 2013.

The Company's time of performance of the Agreement is conditioned upon the performance of the SUPPORT OF ASSESSMENT SERVICES BY THE CITY in the Scope of Services and upon the nonoccurrence of an act of God or other cause or causes beyond the Company's control, but occurrence of any such event should not relieve the Company from full performance, but shall entitle the Company to a mutually agreed to reasonable extension of the completion date, waiver of penalty provisions and/or reasonable increase in the fee to be paid the Company, should such occurrence materially increase the degree of difficulty of project execution.

In addition to the above, the Company's performance of the Agreement is conditioned upon the receipt by the Company from the City of all required City information on a timely basis and cooperation of assigned personnel. If the City fails to perform as

stated, the Company obligations to perform the services provided in this Agreement shall be suspended until such deliveries are made, any and all requests for such information shall be made in writing by the Company upon reasonable notice, but no less than two (2) weeks prior to the date delivery of same is desired by the Company.

4. **COMPENSATION**

As compensation for the Company providing the professional services contained in Schedule A:

The City shall pay the Company a fee of **NINETY ONE THOUSAND DOLLARS (\$91,000.00)** for these services for the period of November 1, 2012 through October 31, 2013.

Invoices shall be submitted every four weeks for an amount equal to the progress reported approved during the previous month. Payments will be made within thirty (30) days of submittal to the City. Failure of the City to make payment when due shall entitle the Company, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability. The City shall have the right to inspect the progress of the work at any reasonable time, including without limitation, inspection of data completed by the Company. The Company shall provide to the City Treasurer on a monthly basis, written progress reports enclosed with the invoice. Failure by the Company to submit such progress report shall result in delay in payment of invoice of up to thirty (30) days from the date in which such progress report is submitted.

Additional compensation that may be due the Company as a result of services requested by the City that are beyond the scope of services of this Agreement will be invoiced in the month subsequent to the month in which the services were provided.

**5. INDEPENDENT CONTRACTOR**

The relationship of the Company to the City shall be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement.

**6. OWNERSHIP OF DATA**

Data collected is the property of the City and; therefore, the City staff shall have access using their own personal login and passwords, to all archived information in the CAMA and Access systems. Data used by the Company in the services contemplated herein shall remain the property of the City and no use or copying shall be made thereof beyond that listed in this Agreement without the written permission of the City.

**7. PURPOSE/USE OF APPRAISALS**

The Company by virtue of this Agreement is contracted to provide certain services and recommendations of value to the City which are intended for exclusive use as recommendation of value for determinations of assessment for ad valorem tax purposes. Any use other than that stated above is not authorized nor intended, and most specifically excludes an opinion of value used for federally related real estate transactions or other mortgage lending purposes.

**8. INDEMNIFICATION AND INSURANCE**

Except as provided below, the Company agrees to defend and save harmless the City, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the City is free from negligence on the part of itself, its employees or agents.

The City agrees to defend and indemnify and save harmless the Company, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against, whether based in contract, negligence or otherwise.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above), under any theory of liability or form of action including negligence shall not exceed the total amount paid by the City to the Company under this Agreement.

The Company shall carry Commercial General Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence.

The Company shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the governing Compensation Act of Wisconsin, and shall provide the employer's liability insurance in the amount of \$100,000.

Annually, Certificates of Insurance shall be supplied to the City by the Company detailing the above coverage. A carrier authorized to do business within the State of Wisconsin will issue the certificates.

**9. FORCE MAJEURE**

Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby (Force Majeure), including, but not limited to, acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the complete deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment

or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, extreme inflations (eight percent or greater per year) or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completions deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it.

Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

**10. EMPLOYMENT LAWS**

The Company shall comply with all the applicable provisions of Federal and Wisconsin laws, rules and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.

**11. CONFLICT OF INTEREST**

The Company covenants that it has no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the



performance of its services. The Company warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Company in connection with any work contemplated or performed relative to this Agreement.

**12. PROJECT PERSONNEL**

All work will be performed by personnel certified by the State of Wisconsin, Department of Revenue. On or before the effective date of this contract the Company will provide and update the City with a listing of personnel assigned to the Project, including vehicle and license plate information. Any changes, including vehicle and license plate information shall be submitted to the City not less than five (5) days prior to new personnel being assigned to the City. All project personnel assigned shall be thoroughly trained with enough experience and knowledge of the City of Oak Creek's policy and procedures and shall be approved by the City.

**13. NON-SOLICITATION**

During the Period of Agreement and for a period of six months following the project completion date, the City will not solicit for employment or hire any Company employee without the express written consent of the Company.

**14. SUBCONTRACTS**

The Company agrees not to subcontract any of the work required by this Agreement without the written permission of the City. The Company agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

**15. ASSIGNMENT OF AGREEMENT**

The Company agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Agreement or its rights, titles, or interest in this Agreement without the previous consent and written approval of the City.

**16. COMPANY RIGHT TO STOP WORK FOR NON-PAYMENT**

Payment of billings is due within thirty (30) days after the date of each billing. Failure of the City to make payment when due shall entitle the Company, in addition to its other rights and remedies, to suspend, temporarily, further performance of the Agreement without liability.

**17. GOVERNING LAW**

This Agreement shall be interpreted under the substantive law of Wisconsin, as it existed and was interpreted on the effective date of this Agreement. In the event that the laws of the State of Wisconsin change, so as to create additional work for the Company not provided for in this Agreement, the City shall allow the Company a reasonable extension of the completion date and additional compensation to be

negotiated. The methods and procedures used in performance of this Agreement shall comply with Chapter 70 of the Wisconsin State Statutes.

**18. CONFLICT**

In the case of conflict between the terms of this Agreement and the terms of Schedule A or Schedule B, the terms of this Agreement shall control.

**19. ENTIRE AGREEMENT**

This Agreement represents the entire agreement of the City and the Company with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied or statutory. This Agreement may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of the Company and by a duly authorized official of the City.

**20. SEVERABILITY**

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed and enforced accordingly.

**21. TERMINATION**

This Agreement may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of termination or suspension, the Company shall be entitled to receive payment in full (at the amounts

and rates set forth herein, or if not specifically set forth in the Agreement, at the Company's standard or published rates) for all services, software, licenses and/or bonding delivered by the Company up to the effective date of the termination or suspension, as the case may be, plus such other charges as may be agreed upon by the parties.

**22. ARBITRATION**

Except as set forth in this article, any controversy or claim arising out of or relating to this Agreement shall be settled in binding arbitration before a single arbitrator in a location of the City's choosing in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties and the subject matter hereof.

**23. NOTICES**

All notices required to be sent to the Company shall be sent to the following address:

Tyler Technologies Inc., CLT  
10617 W. Oklahoma Ave. Suite U1  
West Allis, WI 53227  
Attention: Mark Link | State Manager |

All notices required to be sent to the City shall be sent to the following address:

Ms. Barbara Guckenberger, City Treasurer  
City of Oak Creek  
8640 S. Howell Ave.  
PO Box 27  
Oak Creek, Wisconsin 53154

IN WITNESS WHEREOF, the parties hereto have set their hand to the Agreement on this

\_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF OAK CREEK, WISCONSIN**

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_  
Stephen A. Scaffidi, Mayor

\_\_\_\_\_

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

\_\_\_\_\_

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

**TYLER TECHNOLOGIES INC., CLT**

BY: \_\_\_\_\_  
Troy D. Fryman  
Senior Sales Executive

**(SCHEDULE A)**

**ANNUAL MAINTENANCE SERVICES TO BE PROVIDED**

**1.0 WORK TO BE PERFORMED BY THE COMPANY**

**SECTION I. General Provisions**

- A. The Company will perform the municipal assessment services as the Statutory Assessor for City of Oak Creek, pursuant to Chapter 70 of the Wisconsin Statutes (as amended from time to time) as hereinafter set forth. The Company shall report and be accountable to the City Treasurer.
- B. Meeting Hours - The Statutory Assessor, or in the absence of the Statutory Assessor a qualified designee approved by the City, shall attend the twice-monthly department manager meetings and; upon the request of the City Treasurer, other prescribed meetings not directly related to specific assessment issues, upon reasonable prior notice. The Company shall meet with the City Treasurer and City Staff on each assessor office day to discuss areas of work; such as, but not limited to, progress and quality of work, procedures in valuations and other assessment related items, assessment and procedural problems, and any other items that may occur during the normal course of business in the assessor's office.
- C. City Staff Supervision - The Company will provide supervisory guidance and training to current and future municipal staff, as directed by the City Treasurer, in the use of assessment related computer programs and in understanding the location and interpretation of assessment property tax information and other material generally utilized by the Company. Such training shall be accomplished within a reasonable time of need and within the Company's regular hours of availability hereunder during the entire term of this contract.
- D. Correspondence – The Company shall provide the City Treasurer with samples of public correspondence for approval, at least two (2) weeks prior to mailing such correspondence.

**SECTION II. Assessment Duties**

The prescribed duties of the Company shall include, but not necessarily be limited to, the following:

- A. Maintain the Municipality's real and personal property assessment roll as required pursuant to Chapter 70 of the Wisconsin Statutes, as amended from time to time. All work will be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue.

- B. The Company understands it will not be permitted to assign, subcontract or transfer the work without written approval from the City. The Company will begin work on or before November 1, 2012. The Company will complete all work under this Agreement by all dates indicated in the Agreement. The City Treasurer may extend the due date for completed work for one (1) period of thirty (30) additional calendar days for sufficient reason, without penalty, upon written request of the Company. The City Council may extend the due date for completed work for a second thirty (30) day period. Such request shall provide documentation of the reasons for the extension of the due date. Failure to complete the appraisal records and office records by all dates indicated in the Agreement or two (2) extension periods as provided will be cause for penalty payment by the Company in the amount of ONE HUNDRED DOLLARS (\$100.00) per day beyond the completion date, Saturdays, Sundays and holidays excluded. Such penalty will be deducted from the contract sum owed the Company. The Company stipulates that this penalty reflects the actual damages that would be suffered by the City should the work not be completed on time.
- C. Provide on-site assessor office hours by the Statutory Assessor, or in the absence of the Statutory Assessor a qualified designee approved by the City, for a total of four hundred thirty two (432) hours per year as mutually agreeable. Said hours are separate and above the work hours needed to complete the annual assessment work; such as, fielding and valuation of building permits, processing splits and combined parcels, personal property verification and valuation, mobile home verification and valuation, Open Book and Board of Review appeals. Typically, on-site hours will occur on each Monday of each month. Said hours to begin the first Monday following November 1, 2012 and continue through the last Monday of October 2013. As mutually agreeable, on-site hours may change to each Thursday of each month to participate in bi-monthly department manager meetings. Regardless, the Statutory Assessor or qualified designee shall attend the bi-weekly department manager meetings.
- D. The Company will be responsible for the following clerical duties relating to real estate:
1. Entering permits and maintaining data changes in the City's Univers CAMA software as needed.
- E. The Company will change and keep updated property record data and review assessments in 2013 for the following reasons:
1. Partial construction as of January 1<sup>st</sup> of the previous year, including providing a list of all partial assessments of improvements as of January 1, 2013, to the City, so that they may be readily identified and appraised for the subsequent assessment roll.
  2. New construction or remodeling (as provided for by permits) w/ photos
  3. Miscellaneous permits, such as, decks, detached buildings, exterior remodeling and basement finish



4. New (recorded) plats, certified surveys and other land divisions
5. Formerly exempt, now assessed parcels
6. Buildings destroyed, significantly damaged or removed (as provided for by permits)
7. Change to higher land use
8. Change in class or legal description
9. Agricultural Use value of assessments as prescribed by state statutes
10. For tax year 2013, data and final valuations shall be in accordance and equity with the most current Unifers database for the City of Oak Creek
11. Perform field review as the Company deems necessary on sale properties and properties for which no building permit has been issued

F. Mobile Home Units

1. The Company shall data collect permits issued for Mobile Homes by January 18, 2013
2. The Company shall enter all data changes to Mobile Homes into the Mobile Home database and create values for January 1, 2013 by January 30, 2013
3. The Company shall deliver to the City Treasurer a full valuation listing to be used to issue 2013 parking fees by January 30, 2013.
4. The Company shall field verify any new Mobile Homes or Mobile Homes that have been removed as reported from the Mobile Home park owner.

G. Personal property accounts are to be assessed as per the value reported on the returns filed pursuant to law of property to be assessed as follows:

1. Mailings

- i. The Company shall be responsible for generating labels and forms from the existing personal property database, including all known accounts to be added or deleted as provided by City staff, and shall mail blank personal property forms to all holders of personal property as known as of January 1, 2013, by January 15, 2013.
- ii. The City shall be responsible for opening and dating all returned personal property forms. City staff shall also return forms to the preparer when signatures or any additional information is missing.
- iii. The Company shall be responsible for mailing out reminder letters to all personal property owners that do not return a form by March 1, 2013. The mailing of reminder letters shall be by April 15, 2013.

- iv. The Company shall be responsible for generating a file of personal property notices of assessment and to provide a paper copy to City staff for mailing.
  - v. The City shall be responsible for mailing the personal property notices of assessment.
  - vi. The City and the Company shall work together to send out letters and/or forms, as needed, upon discovery of any new personal property accounts. It is agreeable that either party may mail out information to owners of new personal property accounts.
2. Maintaining New/Deleted Accounts
- i. The City shall be responsible for creating new accounts in GCS and assigning the new account number. The City shall also be responsible for deactivating accounts from GCS for businesses no longer in operation as of January 1, 2013.
  - ii. The Company shall be responsible for creating new accounts in the Personal Property Database. The Company shall be responsible for deleting accounts no longer in business as of January 1, 2013 from the Personal Property Database.
  - iii. The Company shall provide to the City a list of all new accounts and deleted accounts for the January 1, 2013 assessment year. The list shall be provided prior to the Company deleting accounts from the Personal Property Database.
3. Valuation
- i. The Company shall prepare a list of personal property accounts to be field verified prior to the start of valuation.
  - ii. The Company shall be responsible for entering values as received on all returned personal property forms in the Personal Property Database.
  - iii. Values reported will be reviewed for uniformity between similar types of property.
  - iv. Personal property subject to assessment but not reported, shall be field inspected as to physical location and actual operation, then “doomage” assessed by the Company as described in Chapter 70 of the Wisconsin Statutes.
  - v. The Company shall be responsible for pulling historical Personal Property files on an as needed basis.
- H. Prepare and maintain the assessment roll and coordinate with the City to facilitate the electronic transfer of assessment data and values into the City’s GCS tax software.

- I. The Statutory Assessor, or in the absence of the Statutory Assessor a qualified designee approved by the City, shall respond to all assessment related Open Record Requests by the date determined by the City Clerk, and shall respond timely to all other City and public requests for information.
- J. Prepare all forms as follows: the Municipal Assessor's Report (MAR), the Tax Incremental District Assessor's Report (TAR) and the Computer Exemption Report, and file same with the appropriate units of government. The PC201, Rescinded/Refunded Tax Reports shall be completed and submitted to the Treasurer by the end of the 2<sup>nd</sup> office day in August, annually. The Statement of Assessment information shall be submitted to the City Clerk. The City Clerk may request the Statutory Assessor to complete the 2013 TID Statement of Assessment directly to the Department of Revenue. If requested by the City Clerk, the Statutory Assessor shall file said report to the Department of Revenue, by the end of the 1<sup>st</sup> office day in August. The Top twenty-five taxpayer excel spreadsheet for the MMSD report shall be submitted to the City Treasurer by the 1<sup>st</sup> office day in December. All other pertinent reports (i.e. class shift report, sales reports) shall be provided by the Assessor as requested by the City.
- K. Upon completion of the City Treasurer and/or City Clerk's review of values and prior to the completion of the assessment rolls, the Company shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. A sufficient number of qualified Company personnel, approved by the City, will be available to conduct open book conferences on selected days as mutually agreeable, between the dates of June 10, 2013 – June 27, 2013, Monday through Friday, at a place designated by the City. The open book conferences will be held in an orderly manner with the least confusion to the property owner. Conferences on an appointment basis are the preferred method to attain this result. The City and the Company shall mutually agree upon the date and hours of conferences to ensure that all property owners have an equal opportunity to review their assessment. Hearing times shall include evening hours.
- L. The City shall furnish the name and correct mailing address, if known, to the Company. The Company shall prepare the Notice of Assessment (notice). The City will fold and stuff and send a notice by first class mail to each property owner whose property received an assessment value change at the last known mailing address. The notice form used shall be that approved by the Department of Revenue as provided in Section 70.365 of the Wisconsin Statutes. The Company shall provide and the City shall also indicate on the notice, or attach to the notice; the time and place the open book conferences will be held. Mailing shall be five (5) days prior to the first day of conferences for the convenience of the property owners. Expenses related to the printing and mailing of the notices shall be the responsibility of the City. Open book conferences shall be completed by June 27, 2013. In the event there is an extension granted at a date beyond the contracted completion date, and provided

- the Company and City agree to such date, the Agreement shall be extended commensurate with the lapse of days between the originally contracted completion date and the revised date for open book conferences. Such extension shall be in writing and signed by both the City and the Company.
- M. The Company shall assist the City in the proper completion of the 2013 assessment roll in accordance with the current statutes. The Company shall provide final real estate and personal property assessment figures for each property to the City by July 10, 2013 or the first Assessor's office hours following the close of open book, whichever occurs later, and the roll shall be totaled.
- N. The Company shall attend all meetings of the Board of Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values. The Company shall be responsible for working with the City Clerk to arrange for the Board of Review hearings to be conducted between the dates of July 17, 2013 – July 31, 2013. Within fourteen (14) days of the final adjournment of the Board of Review, the Company shall turn over to the City all records prepared including, but not limited to, (a) PRC's, a computer generated output, maps, and any other schedules or forms, (b) all records and materials obtained from the City and not previously returned to include maps, plans and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the City to include aerial photos, land value maps, depth factor tables, copies of leases, correspondence with property owners, sales data, rental schedules, capitalization rate data, gross income multiplier data and operating statements of income properties.
- O. In the event of appeal to the Department of Revenue or the courts, it is agreed that the Company and/or qualified representative(s) shall be available upon request for the City to furnish testimony in defense of the values established in all cases which might be filed within one (1) year of the completion date specified for the valuation. After the completion of one (1) year, such service will be available at a rate of One Hundred Dollars (\$100.00) per hour for one (1) full year as requested by the City to uphold and defend the assessments subject to this agreement.
- P. The Company will provide a telephone number and email address at which a responsible member of its staff may be located during normal business hours, Monday through Friday of each week. Return calls shall be made within twenty-four (24) hours.
- Q. Any duties assigned by the City not outlined in Section II, Assessment Duties, shall be considered outside the scope of this Agreement. Those duties will be billed at the Time and Materials rates as provided for in Schedule B.
- R. The Company shall ensure that employees maintain strict confidentiality regarding all privileged information received by reason of this Agreement. Disclosure of this or any appraisal information to any individual, firm, or

corporation, other than appropriate public officials or their authorized agents is expressly prohibited unless required by law.

- S. All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of the Agreement.
- T. The Company shall supply its field representative with identification cards, provided local identification cards are not available, containing, in addition to the usual information, a photograph of the employee and no Company employee shall be less than 18 years of age. All Tyler employees who work in City Hall or in the City shall wear City ID badges.
- U. The Company shall make all assessments in accordance with the Wisconsin Property Assessment Manual (WPAM) as specified in Sections 70.32(1) of the Wisconsin Statutes, and the Company shall be responsible for all final values arrived at in compliance with same.
- V. The City governing body shall refrain from interfering with, or influencing any value estimate by the Company. The City shall aid the Company in a responsible promotion of public information concerning the work under this Agreement.
- W. The Company shall submit a detailed project plan. The plan will include key completion dates needed for the successful operation of the annual process and are as follows:
  - 1. 1/15/2013 – Mail Personal Property Forms
  - 2. 1/18/2013 – Mobile Home Field Visits Complete
  - 3. 1/30/2013 – Mobile Home Valuation Complete
  - 4. 1/30/2013 – Mobile Home Assessed Values Submitted to Treasurer
  - 5. 4/15/2013 – Personal Property Reminder Letters Mailed to owners who have not returned their form and known values entered in Access Program
  - 6. 4/30/2013 – Ag Drive Complete
  - 7. 5/24/2013 – Field Verification of Potential Doomage Accounts
  - 8. 5/31/2013 – Doomage Values Applied and “D” code entered into Access Program
  - 9. 6/6/2013 – Mail Notices of Assessment for Real Estate and Personal Property, Including Doomage Account
  - 10. 6/6/2013 – Provide Staff with Open Book Appointment Dates and Times
  - 11. 6/7/2013 – Preliminary RE & PP Assessment Roll Submitted to City Clerk and Assessor’s Office

12. 2<sup>nd</sup> Monday in June – Preliminary MAR & TAR Report
13. 6/10/2013-6/27/2013 – Open Book
14. 7/1/2013 – Re-notification letters mailed
15. 7/10/2013 – Final RE & PP Assessment Roll
16. 7/17/2013 - 7/31/2013 – BOR Hearings Conducted
17. 1<sup>st</sup> Assessor Office Day after BOR adjourns– The Assessor Enters all Board of Review Value Changes into GCS and Univers. SOA info submitted to City Clerk and TID SOA submitted directly to DOR by the Assessor if requested by the City Clerk
18. 8/12/2013 – Assessor Archives Univers & Access Systems and Creates Univers at all Five Work Stations.
19. 8/12/2013 – AG Penalty to Milwaukee County
20. 8/12/2013 – Final MAR & TAR
21. 2<sup>nd</sup> Assessor Office Day in August – Assessor Complete Chargeback of Rescinded/Refunded Taxes forms PC201 (with the exception of line 7h – Total Net Tax Rescinded or Refunded) and submit to City Treasurer
22. 1<sup>st</sup> Assessor Office Day in December –Assessor Complete Top 25 Taxpayer Excel Spreadsheet for MMSD Report and submit to City Treasurer

**2.0 SUPPORT OF ASSESSMENT SERVICE BY THE CITY**

A. Office Assistance

Clerical and/or secretarial support is necessary for the successful operation of the Assessor's office. The City shall provide personnel assistance to the Company in accomplishing assessment related activities. This assistance will include, but not be limited to, providing informational services to the public during times when the Company is not available in City Hall, updating current sales data and maintaining current ownership information in the City's GCS tax software and Univers appraisal software, as well as the scheduling of assessor related appointments provided an available calendar is prepared in advance. If said calendar is not provided in advance, all calls will be referred to the Company for scheduling. The hours required will be mutually agreed upon between the City and the Company.

B. Computer Services

The Company will use the City's CAMA System "UNIVERS" to complete the annual assessment work as outlined in Schedule A. The CAMA package performs valuation in accordance with Volume 2 of the Wisconsin Assessor's

Manual. Furthermore, the CAMA package performs a market comparison analysis that is based off the local market, as well as a built-in income valuation module that calculates values on commercial properties via the income approach to value.

The CAMA system shall be provided to the City at no additional cost and the City shall retain ownership of the CAMA software. Furthermore, the Company will provide technical assistance in resolving problems associated with operating the CAMA system and will design, code, check out, document and deliver any amendments or alterations to the Company's software that are necessary to correct or avoid any defect in the CAMA system for no additional fee during this contract. The City shall provide, maintain and assure reasonable Company access to the data processing facilities on which the Company will encode the data.

The data of current ownership, mailing address, sales, permits, documents and/or notes shall be transferred to the University's public access computer on a weekly basis.

C. Office Space

The City of Oak Creek shall provide, at no cost to the Company, suitable office space and all necessary accoutrements to allow the Company to perform the functions related to property assessment, including but not limited to desks, file cabinets, chairs, tables, drafting tables, shared personal computer/printer, miscellaneous writing and general office materials, and assessment notification forms.

**SCHEDULE B**  
**ADDITIONAL SERVICES**

**1.0 ADDITIONAL SERVICES**

Any additional services not described in Schedule A will be provided to the City upon written request for the Time and Material Rates as described below.

**TIME AND MATERIALS RATES**

The Company's time and materials hourly rates for calendar year 2013 are as follows:

| <u>Category</u>              | <u>On-Site (\$)</u> | <u>Full 8 Hour Day (\$)</u> |
|------------------------------|---------------------|-----------------------------|
| Project Supervisor           | \$70.00             | \$560.00                    |
| Senior Appraiser             | \$60.00             | \$480.00                    |
| Appraiser                    | \$45.00             | \$360.00                    |
| Data Collector               | \$35.00             | \$280.00                    |
| Clerical/Data Entry Operator | \$25.00             | \$200.00                    |



# City of Oak Creek Common Council Report

Meeting Date: 10/16/12

Item No.: 8

**Recommendation:** That the Common Council authorizes the publication and write-off of the attached list of 2010 and 2011 delinquent personal property tax per City policy.

**Background:** A Policy has been established by resolution no. 10566-111505 for the handling of delinquent personal property taxes. As part of this policy, the delinquent amount due for all taxing districts, including interest and penalty, is published in the City's official newspaper. Also, to provide an accurate reflection of the City's financial position as recommended by the City's auditors, at this same time the City's share of delinquent tax from the preceding year is written-off the City's books. The remaining delinquent tax has been proportionately charged back to all the other taxing districts.

Attached is a list of 2010 (\$8,398.53) and 2011 (\$12,251.92) delinquent personal property tax to be approved for publication in the City's official newspaper. The list of 2010 delinquent personal property tax (\$2,059.62) also indicates the City's principal portion of those delinquent accounts for which the likelihood of collection appears remote, to be approved for removal from the City's general account. However, collection efforts will continue on these accounts through the City's collection agency.


**Fiscal Impact:** Improve the accuracy of the City's financial position and enhance budgeting procedures by the timely and efficient collection of monies due to the City.

Prepared by:



Barbara Guckenberger  
City Treasurer

Respectfully submitted,



Gerald Peterson, ICMA-CM  
City Administrator

Fiscal Review by:



Mark Wyss  
Finance Director

CITY OF OAK CREEK  
WRITE-OFF AND PUBLICATION

DELINQUENT PERSONAL PROPERTY

| YEAR<br>2010 | PERSONAL PROPERTY<br>NAME AND ADDRESS   | * City Portion of Principal Only |           | Total Due for October<br>Including Interest & Penalty |                   |
|--------------|---|----------------------------------|-----------|---|-------------------|
|              |   | AMOUNT                           | WRITE-OFF | AMOUNT  | PUBLISH           |
|              | Masonry Concrete in Action LLC<br>10100 S Windsor Dr<br>Oak Creek WI 53154            | \$ 7.97                          | X         | \$ 37.34  | X                 |
|              | A-1 Home Inspection & Appraisal<br>3201 E James Dr<br>Oak Creek WI 53154              | \$ 63.12                         | X         | \$ 296.12   | X                 |
| *            | BPP Wisconsin LLC<br>c/o FFC Capital Corp<br>1201 W College Ave<br>Oak Creek WI 53154 | \$ 203.17                        | X         | \$ 2,993.39   | <b>Bankruptcy</b> |
| ***          | Brumm Landfill<br>9282 S Pennsylvania Ave<br>Oak Creek, WI 53154                      | \$ -                             | X         | \$ 856.58   | X                 |
| ***          | Center for Integrated Care<br>8825 S Howell Ave Ste 201<br>Oak Creek WI 53154         | \$ -                             | X         | \$ 26.17  | X                 |
|              | Longball Transportation Inc<br>3418 E Oak Ln<br>Oak Creek WI 53154                    | \$ 7.97                          | X         | \$ 37.34  | X                 |
|              | Country Critters & Supply<br>2345 W Ryan Rd Ste G<br>Oak Creek, WI 53154              | \$ 38.68                         | X         | \$ 181.40   | X                 |
|              | CTL Industries, LLC<br>180 W Fairfield Ct<br>Oak Creek, WI 53154                      | \$ 17.62                         | X         | \$ 82.68  | X                 |
|              | Mad Scientist Designs LLC<br>1122 W Oakwood Rd<br>Oak Creek, WI 53154                 | \$ 5.67                          | X         | \$ 26.67  | X                 |
|              | Fulton Four, LLC<br>DBA Aloha Tan & Spa<br>930 E Rawson Ave<br>Oak Creek, WI 53154    | \$ 192.22                        | X         | \$ 901.68   | X                 |
|              | The Flowers Landscape Service<br>2127 W Rawson Avenue<br>Oak Creek WI 53154           | \$ 25.62                         | X         | \$ 120.08   | X                 |

CITY OF OAK CREEK  
WRITE-OFF AND PUBLICATION

DELINQUENT PERSONAL PROPERTY

| YEAR<br>2010 | PERSONAL PROPERTY<br>NAME AND ADDRESS   | * City Portion of Principal Only |           | Total Due for October<br>Including Interest & Penalty |                     |
|--------------|---|----------------------------------|-----------|---|---------------------|
|              |   | AMOUNT                           | WRITE-OFF | AMOUNT  | PUBLISH             |
|              | Bluebird Antiques<br>8625 S Market PL<br>Oak Creek, WI 53154  | \$ 18.20                         | X         | \$ 85.36  | X                   |
|              | Laser Wellness Center<br>7280 S 13th St, Ste 102<br>Oak Creek, WI 53154   | \$ 22.19                         | X         | \$ 104.05   | X                   |
| **           | Maritime Savings Bank<br>111 W Ryan Rd<br>Oak Creek, WI 53154   | \$ 254.20                        | X         | \$ 1,192.47   | <b>Receivership</b> |
|              | Miracle Physical Therapy &<br>Rehab Specialists<br>2333 W Ryan Rd<br>Oak Creek WI 53154                                   | \$ 2.35                          | X         | \$ 11.06  | X                   |
|              | Oak Creek Roofing<br>6807 S Pennsylvania Ave<br>Oak Creek, WI 53154   | \$ 28.21                         | X         | \$ 132.30   | X                   |
|              | P & D Services Of Wisconsin, LLC<br>2730 E Ryan Rd<br>Oak Creek, WI 53154   | \$ 108.63                        | X         | \$ 509.54   | X                   |
|              | Panariti Pizzeria & Café<br>924 E Rawson Ave<br>Oak Creek, WI 53154   | \$ 65.41                         | X         | \$ 306.81   | X                   |
|              | Pegasus Investments LLC<br>DBA Fantastic Sams c/o Wasserman & Assoc<br>8880 S Howell Ave, Ste 1100<br>Oak Creek, WI 53154 | \$ 7.14                          | X         | \$ 33.51  | X                   |
|              | EJR Tool Sales LLC<br>8736 S 11th Ave<br>Oak Creek, WI 53154  | \$ 10.23                         | X         | \$ 48.02  | X                   |
|              | The Working Man Roofing & Siding Inc<br>9075 S Chicago Ct<br>Oak Creek, WI 53154  | \$ 10.23                         | X         | \$ 48.02  | X                   |
|              | Sportcuts<br>8621 S Howell Ave<br>Oak Creek, WI 53154   | \$ 193.94                        | X         | \$ 909.69   | X                   |

CITY OF OAK CREEK  
WRITE-OFF AND PUBLICATION

DELINQUENT PERSONAL PROPERTY

| YEAR<br>2010                        | PERSONAL PROPERTY<br>NAME AND ADDRESS                                       | * City Portion of Principal Only |           | Total Due for October<br>Including Interest & Penalty |         |
|-------------------------------------|---|----------------------------------|-----------|---|---------|
|                                     |   | AMOUNT                           | WRITE-OFF | AMOUNT  | PUBLISH |
|                                     | The Top Shop/Home Visions<br>6418 S Howell Ave Ste B<br>Oak Creek, WI 53154 | \$ 55.16                         | X         | \$ 258.76   | X       |
|                                     | Three-S Inc<br>DBA 3-S Inc<br>200 E Oak St<br>Oak Creek, WI 53154           | \$ 73.92                         | X         | \$ 346.79   | X       |
|                                     | TKA Oil Express, Inc<br>9502 S Howell Ave<br>Oak Creek, WI 53154            | \$ 304.27                        | X         | \$ 1,427.25   | X       |
|                                     | Victoria Motel<br>10131 S Chicago Rd<br>Oak Creek, WI 53154                 | \$ 71.09                         | X         | \$ 333.46   | X       |
|                                     | Woodview Terrace Apts<br>8801 S Wood Creek Dr<br>Oak Creek, WI 53154        | \$ 272.41                        | X         | \$ 1,277.85   | X       |
| <b>DELINQUENT TOTAL</b>             |   | <b>\$ 2,059.62</b>               |           | <b>\$ 12,584.39</b>                                   |         |
|                                     | * Bankruptcies/Receiverships/Corrections                                    |                                  |           | \$ 4,185.86   |         |
|                                     | ** Less than \$10   |                                  |           |   |         |
| <b>DELINQUENT PUBLICATION TOTAL</b> |   |                                  |           | <b>\$ 8,398.53</b>                                    |         |

\*\*\* The City received partial payments large enough to cover the entire City portion

The remaining principal balance has been charged back to the other taxing jurisdictions.  
The City received payment for these charge backs earlier this year.

**SYSTEM:** TREASURER'S COLLECTIONS  
**REPORT NAME:** Tax Audit Report  
**REPORT #:** TAXAUDITLST  
**RUN DATE:** 10/09/2012  
**RUN TIME:** 12:59 PM

**THE OPTIONS BELOW WERE USED FOR THIS REPORT:**

|   |  |
|---|--|
| Property type   | Personal Property                      |
| Municipalities  | 265 - CITY OF OAK CREEK                |
| Limited to District                                   |  |
| For Tax Years   | 2010                                   |
| Owner information to use                              | Name on record for each year           |
| Interest and Penalty Date                             | 10/09/2012                             |
| Parcels/Personal Properties to be included            | Limit to Delinquent parcels/properties |
| Sort by   | Parcel/Personal Property Number        |
| Delinquency flags that were excluded from this report | No flags were selected to be excluded. |

M. J. UKEE  
 PERSONAL PROPERTY TAX AUDIT  
 CITY OF OAK CREEK

REPORT #: TAX. JTLST  
 RUN DATE: 10/09/2012  
 RUN TIME: 12:59 PM  
 PAGE: 2

| PERSONAL PROPERTY NUMBER<br>YEAR | GENERAL  | SPEC | ASMT | SPEC | OWNER NAME                      | DEL  | CHRG | OCCUP                              | OTH    | OCT 2012 |        |      | TOTAL    |
|----------------------------------|----------|------|------|------|---------------------------------|------|------|------------------------------------|--------|----------|--------|------|----------|
|                                  |          |      |      |      |                                 |      |      |                                    |        | GEN      | SPEC   | INT  |          |
| 017350                           | 28.40    | 0.00 | 0.00 | 0.00 | WILLIE ALSTON, ET AL            | 0.00 | 0.00 | DBA Masonry Concrete in Action LLC | 0.00   | 0.00     | 0.00   | 0.00 | 28.40    |
| PAID                             | 0.00     | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 0.00   | 0.00     | 0.00   | 0.00 | 0.00     |
| DUE                              | 28.40    | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 5.96   | 0.00     | 2.98   | 0.00 | 37.34    |
| 023000                           | 225.19   | 0.00 | 0.00 | 0.00 | A-1 HOME INSPECTION & APPRAISAL | 0.00 | 0.00 |                                    | 0.00   | 0.00     | 0.00   | 0.00 | 225.19   |
| PAID                             | 0.00     | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 0.00   | 0.00     | 0.00   | 0.00 | 0.00     |
| DUE                              | 225.19   | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 47.29  | 0.00     | 23.64  | 0.00 | 296.12   |
| 057575                           | 2,880.73 | 0.00 | 0.00 | 0.00 | BPP WISCONSIN LLC               | 0.00 | 0.00 | Bankruptcy                         | 0.00   | 0.00     | 0.00   | 0.00 | 2,880.73 |
| PAID                             | 604.39   | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 102.31 | 0.00     | 51.16  | 0.00 | 757.86   |
| DUE                              | 2,276.34 | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 478.03 | 0.00     | 239.02 | 0.00 | 2,993.39 |
| 061800                           | 1,071.14 | 0.00 | 0.00 | 0.00 | BRUMM LANDFILL                  | 0.00 | 0.00 |                                    | 0.00   | 0.00     | 0.00   | 0.00 | 1,071.14 |
| PAID                             | 419.75   | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 67.16  | 0.00     | 33.58  | 0.00 | 520.49   |
| DUE                              | 651.39   | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 136.79 | 0.00     | 68.40  | 0.00 | 856.58   |
| 072000                           | 1,982.03 | 0.00 | 0.00 | 0.00 | CENTER FOR INTEGRATED CARE      | 0.00 | 0.00 |                                    | 0.00   | 0.00     | 0.00   | 0.00 | 1,982.03 |
| PAID                             | 1,962.13 | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 225.23 | 0.00     | 112.64 | 0.00 | 2,300.00 |
| DUE                              | 19.90    | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 4.18   | 0.00     | 2.09   | 0.00 | 26.17    |
| 073750                           | 28.40    | 0.00 | 0.00 | 0.00 | NATE CHADWICK, ET AL            | 0.00 | 0.00 | DBA Longball Transportation Inc    | 0.00   | 0.00     | 0.00   | 0.00 | 28.40    |
| PAID                             | 0.00     | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 0.00   | 0.00     | 0.00   | 0.00 | 0.00     |
| DUE                              | 28.40    | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 5.96   | 0.00     | 2.98   | 0.00 | 37.34    |
| 095100                           | 137.95   | 0.00 | 0.00 | 0.00 | COUNTRY CRITTERS & SUPPLY       | 0.00 | 0.00 |                                    | 0.00   | 0.00     | 0.00   | 0.00 | 137.95   |
| PAID                             | 0.00     | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 0.00   | 0.00     | 0.00   | 0.00 | 0.00     |
| DUE                              | 137.95   | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 28.97  | 0.00     | 14.48  | 0.00 | 181.40   |
| 097900                           | 62.88    | 0.00 | 0.00 | 0.00 | CTL INDUSTRIES LLC              | 0.00 | 0.00 |                                    | 0.00   | 0.00     | 0.00   | 0.00 | 62.88    |
| PAID                             | 0.00     | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 0.00   | 0.00     | 0.00   | 0.00 | 0.00     |
| DUE                              | 62.88    | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 13.20  | 0.00     | 6.60   | 0.00 | 82.68    |
| 148000                           | 20.28    | 0.00 | 0.00 | 0.00 | JESSICA CRISTAN FRANTAL, ET AL  | 0.00 | 0.00 | DBA Mad Scientist Designs LLC      | 0.00   | 0.00     | 0.00   | 0.00 | 20.28    |
| PAID                             | 0.00     | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 0.00   | 0.00     | 0.00   | 0.00 | 0.00     |
| DUE                              | 20.28    | 0.00 | 0.00 | 0.00 |                                 |      |      |                                    | 4.26   | 0.00     | 2.13   | 0.00 | 26.67    |

MILWAUKEE  
PERSONAL PROPERTY TAX AUDIT  
CITY OF OAK CREEK

REPORT #: TAXAUDIT1ST  
RUN DATE: 10/09/2012  
RUN TIME: 12:59 PM  
PAGE: 3

| PERSONAL PROPERTY NUMBER<br>YEAR | GENERAL | SPEC   | ASMT | SPEC | CHRG | OWNER NAME                                   | DEL  | CHRG   | OCCUP | OTH  | OCT 2012 |      |      | TOTAL    |
|----------------------------------|---------|--------|------|------|------|--|------|--------|-------|------|----------|------|------|----------|
|                                  |         |        |      |      |      |  |      |        |       |      | GEN      | SPEC | PEN  |          |
| 148400                           | 685.69  | 0.00   | 0.00 | 0.00 | 0.00 | FULTON FOUR, LLC, ET AL                      | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 685.69   |
|                                  | PAID    | 0.00   | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 0.00     |
|                                  | DUE     | 685.69 | 0.00 | 0.00 | 0.00 |  | 0.00 | 143.99 | 0.00  | 0.00 | 72.00    | 0.00 | 0.00 | 901.68   |
| 181100                           | 91.31   | 0.00   | 0.00 | 0.00 | 0.00 | JOSE J HERNANDEZ, ET AL                      | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 91.31    |
|                                  | PAID    | 0.00   | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 0.00     |
|                                  | DUE     | 91.31  | 0.00 | 0.00 | 0.00 |  | 0.00 | 19.18  | 0.00  | 0.00 | 9.59     | 0.00 | 0.00 | 120.08   |
| 205283                           | 64.91   | 0.00   | 0.00 | 0.00 | 0.00 | MICHAEL JANIKOWSKI, ET AL                    | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 64.91    |
|                                  | PAID    | 0.00   | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 0.00     |
|                                  | DUE     | 64.91  | 0.00 | 0.00 | 0.00 |  | 0.00 | 13.63  | 0.00  | 0.00 | 6.82     | 0.00 | 0.00 | 85.36    |
| 235600                           | 79.12   | 0.00   | 0.00 | 0.00 | 0.00 | LASER WELLNESS CENTER                        | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 79.12    |
|                                  | PAID    | 0.00   | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 0.00     |
|                                  | DUE     | 79.12  | 0.00 | 0.00 | 0.00 |  | 0.00 | 16.62  | 0.00  | 0.00 | 8.31     | 0.00 | 0.00 | 104.05   |
| 252225                           | 906.82  | 0.00   | 0.00 | 0.00 | 0.00 | MARITIME SAVINGS BANK                        | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 906.82   |
|                                  | PAID    | 0.00   | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 0.00     |
|                                  | DUE     | 906.82 | 0.00 | 0.00 | 0.00 |  | 0.00 | 190.43 | 0.00  | 0.00 | 95.22    | 0.00 | 0.00 | 1,192.47 |
| 270700                           | 594.42  | 0.00   | 0.00 | 0.00 | 0.00 | MIRACLE PHYSICAL THERAPY & REHAB SPECIALISTS | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 594.42   |
|                                  | PAID    | 586.01 | 0.00 | 0.00 | 0.00 |  | 0.00 | 23.44  | 0.00  | 0.00 | 11.72    | 0.00 | 0.00 | 621.17   |
|                                  | DUE     | 8.41   | 0.00 | 0.00 | 0.00 |  | 0.00 | 1.77   | 0.00  | 0.00 | 0.88     | 0.00 | 0.00 | 11.06    |
| 307000                           | 393.57  | 0.00   | 0.00 | 0.00 | 0.00 | OAK CREEK ROOFING                            | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 393.57   |
|                                  | PAID    | 292.96 | 0.00 | 0.00 | 0.00 |  | 0.00 | 26.37  | 0.00  | 0.00 | 13.18    | 0.00 | 0.00 | 332.51   |
|                                  | DUE     | 100.61 | 0.00 | 0.00 | 0.00 |  | 0.00 | 21.13  | 0.00  | 0.00 | 10.56    | 0.00 | 0.00 | 132.30   |
| 316000                           | 387.48  | 0.00   | 0.00 | 0.00 | 0.00 | P & D SERVICES OF WISCONSIN, LLC             | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 387.48   |
|                                  | PAID    | 0.00   | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 0.00     |
|                                  | DUE     | 387.48 | 0.00 | 0.00 | 0.00 |  | 0.00 | 81.37  | 0.00  | 0.00 | 40.69    | 0.00 | 0.00 | 509.54   |
| 317960                           | 233.31  | 0.00   | 0.00 | 0.00 | 0.00 | PANARITI PIZZERIA & CAFE                     | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 233.31   |
|                                  | PAID    | 0.00   | 0.00 | 0.00 | 0.00 |  | 0.00 | 0.00   | 0.00  | 0.00 | 0.00     | 0.00 | 0.00 | 0.00     |
|                                  | DUE     | 233.31 | 0.00 | 0.00 | 0.00 |  | 0.00 | 49.00  | 0.00  | 0.00 | 24.50    | 0.00 | 0.00 | 306.81   |

*DBA The Flowers Landscape Service*

*DBA Bluebird Antiques*

*FDIC Receivership*

MILWAUKEE  
 PERSONAL PROPERTY TAX AUDIT  
 CITY OF OAK CREEK

REPORT #: TAX0011ST  
 RUN DATE: 10/09/2012  
 RUN TIME: 12:59 PM  
 PAGE: 4

| PERSONAL PROPERTY NUMBER<br>YEAR | GENERAL  | SPEC     | ASMT | SPEC | OWNER NAME                                   | DEL  | CHRG | OCCUP | OTH  | OCT 2012 |      | OCT 2012 |      | TOTAL    |
|----------------------------------|----------|----------|------|------|--|------|------|-------|------|----------|------|----------|------|----------|
|                                  |          |          |      |      |  |      |      |       |      | GEN      | SPEC | GEN      | SPEC |          |
| 321175                           | 2010 TAX | 365.16   | 0.00 | 0.00 | PEGASUS INVESTMENTS LLC, ET AL               | 0.00 | 0.00 | 0.00  | 0.00 | 16.98    | 0.00 | 8.50     | 0.00 | 365.16   |
|                                  | PAID     | 339.68   | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 |          |      |          |      | 365.16   |
|                                  | DUE      | 25.48    | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 5.35     | 0.00 | 2.68     | 0.00 | 33.51    |
| 349200                           | 2010 TAX | 36.52    | 0.00 | 0.00 | ERIC REPINSKI, ET AL                         | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 36.52    |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 36.52    | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 7.67     | 0.00 | 3.83     | 0.00 | 48.02    |
| 386028                           | 2010 TAX | 36.52    | 0.00 | 0.00 | SAMUEL SPENCER, ET AL                        | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 36.52    |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 36.52    | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 7.67     | 0.00 | 3.83     | 0.00 | 48.02    |
| 386040                           | 2010 TAX | 691.78   | 0.00 | 0.00 | SPORTCUTS                                    | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 691.78   |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 691.78   | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 145.27   | 0.00 | 72.64    | 0.00 | 909.69   |
| 404440                           | 2010 TAX | 196.78   | 0.00 | 0.00 | THE TOP SHOP/ HOME VISIONS / MODERN ELEGANCE | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 196.78   |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 196.78   | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 41.32    | 0.00 | 20.66    | 0.00 | 258.76   |
| 406000                           | 2010 TAX | 263.72   | 0.00 | 0.00 | THREE-S INC, ET AL                           | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 263.72   |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 263.72   | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 55.38    | 0.00 | 27.69    | 0.00 | 346.79   |
| 407700                           | 2010 TAX | 1,085.36 | 0.00 | 0.00 | TKA OIL EXPRESS, INC                         | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 1,085.36 |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 1,085.36 | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 227.93   | 0.00 | 113.96   | 0.00 | 1,427.25 |
| 437000                           | 2010 TAX | 253.58   | 0.00 | 0.00 | VICTORIA MOTEL                               | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 253.58   |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 253.58   | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 53.25    | 0.00 | 26.63    | 0.00 | 333.46   |
| 455100                           | 2010 TAX | 971.75   | 0.00 | 0.00 | WOODVIEW TERRACE APTS- DAVID SCRIDA          | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 971.75   |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 971.75   | 0.00 | 0.00 |  | 0.00 | 0.00 | 0.00  | 0.00 | 204.07   | 0.00 | 102.03   | 0.00 | 1,277.85 |

*DBA EJR Tool Sales LLC*

*DBA The Working Man Bookings + Siding Inc*



MILWAUKEE  
 PERSONAL PROPERTY TAX AUDIT  
 CITY OF OAK CREEK

REPORT #: TAXAUDIT1ST  
 RUN DATE: 10/09/2012  
 RUN TIME: 12:59 PM  
 PAGE: 5

| PERSONAL PROPERTY NUMBER<br>YEAR | GENERAL   | SPEC ASMT | SPEC CHRG | OWNER NAME | DEL CHRG | OCCUP | OTH CHRG | OCT 2012 |          | OCT 2012 |          | TOTAL     |
|----------------------------------|-----------|-----------|-----------|------------|----------|-------|----------|----------|----------|----------|----------|-----------|
|                                  |           |           |           |            |          |       |          | GEN INT  | SPEC INT | GEN PEN  | SPEC PEN |           |
| CITY OF OAK CREEK TOTALS         |           |           |           |            |          |       |          |          |          |          |          |           |
| TAX                              | 13,774.80 | 0.00      | 0.00      |            | 0.00     | 0.00  | 0.00     | 0.00     | 0.00     | 230.78   | 0.00     | 13,774.80 |
| PAID                             | 4,204.92  | 0.00      | 0.00      |            | 0.00     | 0.00  | 0.00     | 0.00     | 0.00     | 0.00     | 0.00     | 4,897.19  |
| DUE                              | 9,569.88  | 0.00      | 0.00      |            | 0.00     | 0.00  | 0.00     | 2,009.67 | 0.00     | 1,004.84 | 0.00     | 12,584.39 |

Principal

: Bal Due at time of Changebacks

Principal 12,950.34

Changebacks < 9,319.90 >

payments  
 we'd after  
 changebacks

note-off \$ 2,059.62

Bankruptcy  
 Receivership  
 Total Publication \$ 8,398.53

< 2,993.39 >

< 1,192.47 >

\$ 8,398.53

CITY OF OAK CREEK  
PUBLICATION

DELINQUENT PERSONAL PROPERTY

Total Due for October  
Including Interest & Penalty

| YEAR<br>2011 | PERSONAL PROPERTY<br>NAME AND ADDRESS  | AMOUNT      | PUBLISH               |
|--------------|--|-------------|-----------------------|
|              | Auberry House Inc<br>10320 S Hummingbird Lane<br>Oak Creek, WI 53154               | \$ 1,332.78 | X                     |
| **           | B & W Heating & Cooling<br>9473 S Chicago Road<br>Oak Creek, WI 53154              | \$ 1.06     | <b>Less than \$10</b> |
|              | CB Improvements LLC<br>2517 W Hilltop Lane<br>Oak Creek, WI 53154                  | \$ 154.27   | X                     |
|              | Best Fireplace Co<br>9840 S 27th Street<br>Oak Creek, WI 53154                     | \$ 1,034.36 | X                     |
|              | Breathe Hair Salon<br>8652 S Market Place<br>Oak Creek, WI 53154                   | \$ 73.33    | X                     |
|              | Brumm Landfill<br>9282 S Pennsylvania Avenue<br>Oak Creek, WI 53154                | \$ 1,398.55 | X                     |
|              | Center for Integrated Care<br>8825 S Howell Avenue Ste #201<br>Oak Creek, WI 53154 | \$ 2,321.66 | X                     |
|              | Longball Transportation Inc<br>3418 E Oak Lane<br>Oak Creek, WI 53154              | \$ 32.86    | X                     |
|              | CTL Industries, LLC<br>180 W Fairfield Court<br>Oak Creek, WI 53154                | \$ 73.33    | X                     |
|              | Itpromark Inc<br>181 W Aspen Court, Unit 4<br>Oak Creek, WI 53154                  | \$ 27.82    | X                     |
|              | Mad Scientist Designs LLC<br>1122 W Oakwood Road<br>Oak Creek, WI 53154            | \$ 25.30    | X                     |

CITY OF OAK CREEK  
PUBLICATION

DELINQUENT PERSONAL PROPERTY

Total Due for October  
Including Interest & Penalty

| YEAR<br>2011 | PERSONAL PROPERTY<br>NAME AND ADDRESS  | AMOUNT    | PUBLISH               |
|--------------|--|-----------|-----------------------|
|              | The Flower Landscape Service<br>2127 W Rawson Avenue<br>Oak Creek, WI 53154                              | \$ 103.69 | X                     |
|              | Hughes Cleaning Service<br>10030 S Windsor Drive<br>Oak Creek, WI 53154                                  | \$ 225.09 | X                     |
|              | Bluebird Antiques<br>8625 S Market Place<br>Oak Creek, WI 53154  | \$ 91.03  | X                     |
|              | JMB Express Trucking LLC<br>9810 S Ridgeview Drive<br>Oak Creek, WI 53154                                | \$ 113.80 | X                     |
| **           | Just 4 EWE<br>8615 S Market Place<br>Oak Creek, WI 53154   | \$ 1.08   | <b>Less than \$10</b> |
|              | Oak Creek Roofing<br>6807 S Pennsylvania Avenue<br>Oak Creek, WI 53154                                   | \$ 467.87 | X                     |
|              | Oakwood Terrace, Inc<br>1110 W Oakwood Road<br>Oak Creek, WI 53154                                       | \$ 46.45  | X                     |
|              | Pegasus Investments, LLC<br>DBA Fantastic Sam's<br>8880 S Howell Avenue, Ste 1100<br>Oak Creek, WI 53154 | \$ 343.93 | X                     |
|              | EJR Tool Sales LLC<br>8736 S 11th Avenue<br>Oak Creek, WI 53154  | \$ 42.99  | X                     |
|              | Scoop 2 Nuts, LLC<br>DBA Coldstone Creamery<br>8880 S Howell Avenue, Ste 1000<br>Oak Creek, WI 53154     | \$ 308.54 | X                     |

CITY OF OAK CREEK  
PUBLICATION

DELINQUENT PERSONAL PROPERTY

Total Due for October  
Including Interest & Penalty

| <u>YEAR</u><br>2011 | <u>PERSONAL PROPERTY</u><br><u>NAME AND ADDRESS</u>   | <u>AMOUNT</u>              | <u>PUBLISH</u> |
|---------------------|---|----------------------------|----------------|
|                     | The Working Man Roofing & Siding Inc<br>9075 S Chicago Court<br>Oak Creek, WI 53154                 | \$ 37.94                   | X              |
|                     | Sportcuts<br>8621 S Howell Avenue<br>Oak Creek, WI 53154  | \$ 933.23                  | X              |
|                     | The Top Shop / Home Visions / Modern Elegance<br>6418 S Howell Avenue, Ste B<br>Oak Creek, WI 53154 | \$ 255.43                  | X              |
|                     | Tri Star Recycling, Inc<br>6524 S 13th Street<br>Oak Creek, WI 53154                                | \$ 2,278.65                | X              |
|                     | Two-Hundred (200) Ryan, LLC<br>200 E Ryan Road<br>Oak Creek, WI 53154                               | \$ 159.33                  | X              |
|                     | Victoria Motel<br>10131 S Chicago Road<br>Oak Creek, WI 53154                                       | \$ 328.76                  | X              |
|                     | Wireless Concepts of Wisconsin Corp<br>8750 S Howell Avenue, Ste 300<br>Oak Creek, WI 53154         | \$ 40.93                   | X              |
|                     |   | <u>\$ 12,254.06</u>        |                |
| *                   | Bankruptcies/Receiverships/Corrections  |                            |                |
| **                  | Less than \$10  | \$ 2.14                    |                |
|                     | <b>DELINQUENT PUBLICATION TOTAL</b>   | <u><b>\$ 12,251.92</b></u> |                |

**SYSTEM:** TREASURER'S COLLECTIONS  
**REPORT NAME:** Tax Audit Report  
**REPORT #:** TAXAUDITLST  
**RUN DATE:** 10/09/2012  
**RUN TIME:** 12:56 PM

**THE OPTIONS BELOW WERE USED FOR THIS REPORT:**

|   |  |
|---|--|
| Property type   | Personal Property                      |
| Municipalities  | 265 - CITY OF OAK CREEK                |
| Limited to District                                   |  |
| For Tax Years   | 2011                                   |
| Owner information to use                              | Name on record for each year           |
| Interest and Penalty Date                             | 10/09/2012                             |
| Parcels/Personal Properties to be included            | Limit to Delinquent parcels/properties |
| Sort by   | Parcel/Personal Property Number        |
| Delinquency flags that were excluded from this report | No flags were selected to be excluded. |

MILWAUKEE  
PERSONAL PROPERTY TAX AUDIT  
CITY OF OAK CREEK

REPORT #: TAXA0011ST  
RUN DATE: 10/09/2012  
RUN TIME: 12:56 PM  
PAGE: 2

| PERSONAL PROPERTY NUMBER<br>YEAR | GENERAL  | SPEC     | ASMT | SPEC | OWNER NAME                 | DEL  | CHRG | OCCUP | OTH  | OCT 2012 |      | OCT 2012 |      | TOTAL    |
|----------------------------------|----------|----------|------|------|----------------------------|------|------|-------|------|----------|------|----------|------|----------|
|                                  |          |          |      |      |                            |      |      |       |      | GEN      | SPEC | GEN      | SPEC |          |
| 032300                           | 1,174.26 | 0.00     | 0.00 | 0.00 | AUBERRY HOUSE INC          | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 52.84    | 0.00 | 1,174.26 |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 1,174.26 | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 105.68   | 0.00 | 0.00     | 0.00 | 1,332.78 |
| 038200                           | 64.61    | 0.00     | 0.00 | 0.00 | B & W HEATING & COOLING    | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 64.61    |
|                                  | PAID     | 63.67    | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 1.27     | 0.00 | 0.64     | 0.00 | 65.58    |
|                                  | DUE      | 0.94     | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 0.08     | 0.00 | 0.04     | 0.00 | 1.06     |
| 046100                           | 135.92   | 0.00     | 0.00 | 0.00 | CHRISTOPHER BEJERLE, ET AL | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 135.92   |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 135.92   | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 12.23    | 0.00 | 6.12     | 0.00 | 154.27   |
| 050000                           | 911.33   | 0.00     | 0.00 | 0.00 | BEST FIREPLACE CO          | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 41.01    | 0.00 | 911.33   |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 911.33   | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 82.02    | 0.00 | 0.00     | 0.00 | 1,034.36 |
| 058600                           | 64.61    | 0.00     | 0.00 | 0.00 | BREATHE HAIR SALON         | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 64.61    |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 64.61    | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 5.81     | 0.00 | 2.91     | 0.00 | 73.33    |
| 061800                           | 1,232.20 | 0.00     | 0.00 | 0.00 | BRUMM LANDFILL             | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 1,232.20 |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 1,232.20 | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 110.90   | 0.00 | 55.45    | 0.00 | 1,398.55 |
| 072000                           | 2,045.51 | 0.00     | 0.00 | 0.00 | CENTER FOR INTEGRATED CARE | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 2,045.51 |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 2,045.51 | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 184.10   | 0.00 | 92.05    | 0.00 | 2,321.66 |
| 073750                           | 28.95    | 0.00     | 0.00 | 0.00 | NATE CHADWICK, ET AL       | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 28.95    |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 28.95    | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 2.61     | 0.00 | 1.30     | 0.00 | 32.86    |
| 097900                           | 64.61    | 0.00     | 0.00 | 0.00 | CTL INDUSTRIES LLC         | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 64.61    |
|                                  | PAID     | 0.00     | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 0.00     | 0.00 | 0.00     | 0.00 | 0.00     |
|                                  | DUE      | 64.61    | 0.00 | 0.00 |                            | 0.00 | 0.00 | 0.00  | 0.00 | 5.81     | 0.00 | 2.91     | 0.00 | 73.33    |

*head than 10*

*DBA CB Improvements LLC*

*DBA Longball Transportation Inc.*

MILWAUKEE  
 PERSONAL PROPERTY TAX AUDIT  
 CITY OF OAK CREEK

REPORT #: TAXAUDIT1ST  
 RUN DATE: 10/09/2012  
 RUN TIME: 12:56 PM  
 PAGE: 3

| PERSONAL PROPERTY NUMBER<br>YEAR | GENERAL  | SPEC | ASMT | SPEC | CHRG | OWNER NAME                     | DEL  | CHRG | OCCUP                            | OTH  | OCT 2012 |       | OCT 2012 |      | TOTAL    |
|----------------------------------|----------|------|------|------|------|--------------------------------|------|------|----------------------------------|------|----------|-------|----------|------|----------|
|                                  |          |      |      |      |      |                                |      |      |                                  |      | GEN      | SPEC  | INT      | PEN  |          |
| 103600                           | 24.51    | 0.00 | 0.00 | 0.00 | 0.00 | SUREN DEHARANIKOTA, ET AL      | 0.00 | 0.00 | DBA ITpnomark Inc                | 0.00 | 0.00     | 0.00  | 0.00     | 0.00 | 24.51    |
| 2011 TAX PAID                    | 0.00     | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      |          |       |          |      | 0.00     |
| DUE                              | 24.51    | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      | 2.21     | 1.10  | 0.00     | 0.00 | 27.82    |
| 148000                           | 22.29    | 0.00 | 0.00 | 0.00 | 0.00 | JESSICA CRISTAN FRANTAL, ET AL | 0.00 | 0.00 | DBA MadScientist Designs LLC     | 0.00 | 0.00     | 0.00  | 0.00     | 0.00 | 22.29    |
| 2011 TAX PAID                    | 0.00     | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      |          |       |          |      | 0.00     |
| DUE                              | 22.29    | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      | 2.01     | 1.00  | 0.00     | 0.00 | 25.30    |
| 181100                           | 91.36    | 0.00 | 0.00 | 0.00 | 0.00 | JOSE J HERNANDEZ, ET AL        | 0.00 | 0.00 | DBA The Flower Landscape Service | 0.00 | 0.00     | 0.00  | 0.00     | 0.00 | 91.36    |
| 2011 TAX PAID                    | 0.00     | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      |          |       |          |      | 0.00     |
| DUE                              | 91.36    | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      | 8.22     | 4.11  | 0.00     | 0.00 | 103.69   |
| 188500                           | 198.32   | 0.00 | 0.00 | 0.00 | 0.00 | HUGHES CLEANING SVC INC        | 0.00 | 0.00 |                                  | 0.00 | 0.00     | 0.00  | 0.00     | 0.00 | 198.32   |
| 2011 TAX PAID                    | 0.00     | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      |          |       |          |      | 0.00     |
| DUE                              | 198.32   | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      | 17.85    | 8.92  | 0.00     | 0.00 | 225.09   |
| 205283                           | 80.20    | 0.00 | 0.00 | 0.00 | 0.00 | MICHAEL JANIKOWSKI, ET AL      | 0.00 | 0.00 | DBA Bluebird Antiques            | 0.00 | 0.00     | 0.00  | 0.00     | 0.00 | 80.20    |
| 2011 TAX PAID                    | 0.00     | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      |          |       |          |      | 0.00     |
| DUE                              | 80.20    | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      | 7.22     | 3.61  | 0.00     | 0.00 | 91.03    |
| 209500                           | 5,448.00 | 0.00 | 0.00 | 0.00 | 0.00 | MIROSLAV JOVIC, ET AL          | 0.00 | 0.00 | DBA Jmb Express Driveling LLC    | 0.00 | 0.00     | 0.00  | 0.00     | 0.00 | 5,448.00 |
| 2011 TAX PAID                    | 5,347.73 | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      |          |       |          |      | 5,347.73 |
| DUE                              | 100.27   | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      | 9.02     | 4.51  | 0.00     | 0.00 | 113.80   |
| 254350                           | 64.61    | 0.00 | 0.00 | 0.00 | 0.00 | JAN MASSIE, ET AL              | 0.00 | 0.00 | Reas than #10                    | 0.00 | 0.00     | 0.00  | 0.00     | 0.00 | 64.61    |
| 2011 TAX PAID                    | 63.66    | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      |          |       |          |      | 64.61    |
| DUE                              | 0.95     | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      | 0.09     | 0.04  | 0.00     | 0.00 | 1.08     |
| 307000                           | 412.22   | 0.00 | 0.00 | 0.00 | 0.00 | OAK CREEK ROOFING              | 0.00 | 0.00 |                                  | 0.00 | 0.00     | 0.00  | 0.00     | 0.00 | 412.22   |
| 2011 TAX PAID                    | 0.00     | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      |          |       |          |      | 0.00     |
| DUE                              | 412.22   | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      | 37.10    | 18.55 | 0.00     | 0.00 | 467.87   |
| 309200                           | 733.08   | 0.00 | 0.00 | 0.00 | 0.00 | OAKWOOD TERRACE INC            | 0.00 | 0.00 |                                  | 0.00 | 0.00     | 0.00  | 0.00     | 0.00 | 733.08   |
| 2011 TAX PAID                    | 692.15   | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      |          |       |          |      | 744.06   |
| DUE                              | 40.93    | 0.00 | 0.00 | 0.00 | 0.00 |                                |      |      |                                  |      | 3.68     | 1.84  | 0.00     | 0.00 | 46.45    |

MLWAUKEE  
PERSONAL PROPERTY TAX AUDIT  
CITY OF OAK CREEK

REPORT #: TAX ACCOUNTIST  
RUN DATE: 10/09/2012  
RUN TIME: 12:56 PM  
PAGE: 4

| PERSONAL PROPERTY NUMBER<br>YEAR | GENERAL  | SPEC ASMT | SPEC CHRG | OWNER NAME                                   | DEL CHRG | OCCUP | OTH CHRG | OCT 2012 |          |         | TOTAL    |
|----------------------------------|----------|-----------|-----------|--|----------|-------|----------|----------|----------|---------|----------|
|                                  |          |           |           |  |          |       |          | GEN INT  | SPEC INT | GEN PEN |          |
| 321175                           | 2011 TAX | 303.02    | 0.00      | PEGASUS INVESTMENTS LLC, ET AL               |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 303.02   |
|                                  | PAID     | 0.00      | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 0.00     |
|                                  | DUE      | 303.02    | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 303.02   |
| 349200                           | 2011 TAX | 37.88     | 0.00      | ERIC REPINSKI, ET AL                         |          |       | 0.00     | 27.27    | 0.00     | 13.64   | 343.93   |
|                                  | PAID     | 0.00      | 0.00      | DBA EJR Tool Sales LLC                       |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 37.88    |
|                                  | DUE      | 37.88     | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 0.00     |
| 365100                           | 2011 TAX | 271.84    | 0.00      | SCOOP 2 NUTS LLC, ET AL                      |          |       | 0.00     | 3.41     | 0.00     | 1.70    | 42.99    |
|                                  | PAID     | 0.00      | 0.00      | DBA Coldstone Creamery                       |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 271.84   |
|                                  | DUE      | 271.84    | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 0.00     |
| 386028                           | 2011 TAX | 33.43     | 0.00      | SAMUEL SPENCER, ET AL                        |          |       | 0.00     | 24.47    | 0.00     | 12.23   | 308.54   |
|                                  | PAID     | 0.00      | 0.00      | DBA The Working Man Hoofing + Siding Inc     |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 33.43    |
|                                  | DUE      | 33.43     | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 0.00     |
| 386040                           | 2011 TAX | 822.23    | 0.00      | SPORTCUTS                                    |          |       | 0.00     | 3.01     | 0.00     | 1.50    | 37.94    |
|                                  | PAID     | 0.00      | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 822.23   |
|                                  | DUE      | 822.23    | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 0.00     |
| 404440                           | 2011 TAX | 225.05    | 0.00      | THE TOP SHOP/ HOME VISIONS / MODERN ELEGANCE |          |       | 0.00     | 74.00    | 0.00     | 37.00   | 933.23   |
|                                  | PAID     | 0.00      | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 225.05   |
|                                  | DUE      | 225.05    | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 0.00     |
| 416000                           | 2011 TAX | 2,007.62  | 0.00      | TRI STAR RECYCLING INC                       |          |       | 0.00     | 20.25    | 0.00     | 10.13   | 255.43   |
|                                  | PAID     | 0.00      | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 2,007.62 |
|                                  | DUE      | 2,007.62  | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 0.00     |
| 423100                           | 2011 TAX | 140.38    | 0.00      | TWO-HUNDRED (200) RYAN LLC                   |          |       | 0.00     | 180.69   | 0.00     | 90.34   | 2,278.65 |
|                                  | PAID     | 0.00      | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 140.38   |
|                                  | DUE      | 140.38    | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 0.00     |
| 437000                           | 2011 TAX | 289.66    | 0.00      | VICTORIA MOTEL                               |          |       | 0.00     | 12.63    | 0.00     | 6.32    | 159.33   |
|                                  | PAID     | 0.00      | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 289.66   |
|                                  | DUE      | 289.66    | 0.00      |  |          |       | 0.00     | 0.00     | 0.00     | 0.00    | 0.00     |
|                                  | DUE      | 289.66    | 0.00      |  |          |       | 0.00     | 26.07    | 0.00     | 13.03   | 328.76   |



MILWAUKEE  
PERSONAL PROPERTY TAX AUDIT  
CITY OF OAK CREEK

REPORT #: TAXAUDITLIST  
RUN DATE: 10/09/2012  
RUN TIME: 12:56 PM  
PAGE: 5

| PERSONAL PROPERTY NUMBER<br>YEAR | GENERAL   | SPEC ASMT | SPEC CHRG | OWNER NAME                          | DEL CHRG | OCCUP | OTH CHRG | OCT 2012 |          | OCT 2012 |          | TOTAL     |
|----------------------------------|-----------|-----------|-----------|-------------------------------------|----------|-------|----------|----------|----------|----------|----------|-----------|
|                                  |           |           |           |                                     |          |       |          | GEN INT  | SPEC INT | GEN PEN  | SPEC PEN |           |
| 448600                           | 516.93    | 0.00      | 0.00      | WIRELESS CONCEPTS OF WISCONSIN CORP | 0.00     | 0.00  | 0.00     | 24.04    | 0.00     | 12.02    | 0.00     | 516.93    |
| 2011 TAX PAID                    | 480.87    | 0.00      | 0.00      |                                     | 0.00     | 0.00  | 0.00     | 0.00     | 0.00     | 0.00     | 0.00     | 516.93    |
| DUE                              | 36.06     | 0.00      | 0.00      |                                     | 0.00     | 0.00  | 0.00     | 3.25     | 0.00     | 1.62     | 0.00     | 40.93     |
| <b>CITY OF OAK CREEK TOTALS</b>  |           |           |           |                                     |          |       |          |          |          |          |          |           |
| TAX PAID                         | 17,444.63 | 0.00      | 0.00      |                                     | 0.00     | 0.00  | 0.00     | 60.55    | 0.00     | 30.28    | 0.00     | 17,444.63 |
| DUE                              | 6,648.08  | 0.00      | 0.00      |                                     | 0.00     | 0.00  | 0.00     | 971.69   | 0.00     | 485.82   | 0.00     | 6,738.91  |
|                                  | 10,796.55 | 0.00      | 0.00      |                                     | 0.00     | 0.00  | 0.00     |          |          |          |          | 12,254.06 |

*less than \$10 < 1.067*  
*less than \$10 < 1.087*  
*Total Publication 12,251.92*

# City of Oak Creek Common Council Report

Meeting Date: October 17, 2012

Item No.: 10

**Recommendation:** That the Common Council approve payment of the obligations as listed on the October 10, 2012 Vendor Summary Report.

**Background:** Of note are the following payments:

1. \$15,776.50 to Buelow Vetter Buikema Olson & Vliet (pg #3) for bargaining, disability issues and ETF.
2. \$5,528.50 to Environ (pg #5) for Lakeview consulting services.
3. \$5,412.27 to Gordon Flesch Company (pg #6) for document scanning and printer services.
4. \$42,406.89 to JP Morgan Chase (pgs #9-14) for license fees, Verizon charges, and building maintenance.
5. \$189,564.04 to the City of Milwaukee (pg #16) for South 20<sup>th</sup> Street & College costs.
6. \$6,367.53 to Minnesota Life Insurance Co. (pg #17) for group life insurance.
7. \$5,000.00 to Reserve Account (pg #20) for postage refill.
8. \$10,480.81 to Brian Schoenleber (pg #21) for remaining escrow Pioneer Estates.
9. \$7,895.77 to SmithgroupJJR (pg #22) for Lakeview Parkway Phase I services.
10. \$227,476.28 to Super Western, Inc. (pg #22) for West Drexel Avenue street reconstruction progress payment.
11. \$65,623.90 to Veolia ES Solid Waste Midwest (pg #23) for recycling and landfill charges.
12. \$339,664.01 to Willkomm Excavating & Grading (pg #24) for Abendschein Park progress payment.
13. \$5,342.03 to WE Energies (pg #25) for street lighting.
14. \$45,097.00 to Reinhart Boerner Van Deuren (pg #25) for 2010 & 2011 tax assessment refunds.

**Fiscal Impact:** Total claims paid of \$1,048,950.91.

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 October 16, 2012

Item No.: | |

**Recommendation:** That the Common Council adopt Resolution No.11293-101612, a resolution approving a storm water management practices maintenance agreement with Henkel Corporation for their proposed building expansion. (Tax Key No. 765-9045) (1<sup>st</sup> Aldermanic District)

**Background:** The proposed Henkel Corporation building expansion located at 500 W. Marquette Avenue 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.

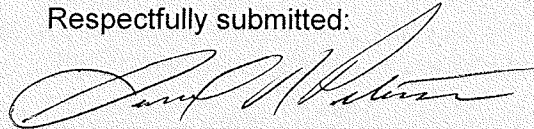
**Fiscal Impact:** None. The owner is responsible for all costs per the Storm Water Management Practices maintenance agreement.

Prepared by:



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

Respectfully submitted:



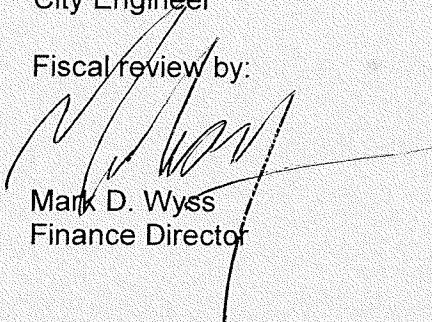
Gerald R. Peterson, ICMA-CM  
City Administrator

Approved by:



Michael C. Simmons, P.E.  
City Engineer

Fiscal review by:



Mark D. Wyss  
Finance Director

**RESOLUTION NO. 11293-101612**

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

**RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT FOR THE HENKEL CORPORATION BUILDING EXPANSION**

**500 W. MARQUETTE AVENUE**

**(TAX KEY NO. 765-9045)**

**(1<sup>ST</sup> ALDERMANIC DISTRICT)**

WHEREAS, Henkel Corporation (Owner), requires onsite storm water management practices for their proposed building expansion, 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 16<sup>th</sup> day of October, 2012.

Passed and adopted this 16<sup>th</sup> day of October, 2012.

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

Approved this 16<sup>th</sup> day of October, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

VOTE: AYES \_\_\_\_\_ NOES \_\_\_\_\_

|                 |   |   |
|-----------------|---|---|
| Document Number | <p style="text-align: center;">HENKEL CORPORATION EXPANSION<br/>Storm Water Management Practices Maintenance<br/>Agreement<br/>Document Title</p> | Recording Area  |
|                 |   |   |
|                 |   | <p>Michael C. Simmons<br/>Engineering Department<br/>8640 South Howell Avenue<br/>Oak Creek, WI 53154<br/>Name and Return Address</p> |
|                 |   | <p>765-9045<br/>Parcel Identification Number (PIN)</p>  |

**STORM WATER MANAGEMENT PRACTICES  
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 04 day of October, 2012, by and between Henkel Corporation, 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:

That part of the Northeast 1/4 of Section 8, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Parcel 2 of Certified Survey Map No. 5437,

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Henkel Corporation Warehouse Expansion, located at 500 W. Marquette 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, 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.

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, 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, 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, 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 Dry Detention Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to investigate reported deficiencies, and inspect the storm water management practices. The City shall provide the Owner, its successors and assigns, 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, 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. 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, 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 Dry Detention 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 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:

HENKEL CORPORATION

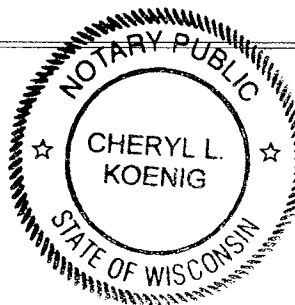
B. Joseph Klamecki 10/4/12  
B. Joseph Klamecki, Oak Creek Site Manager

The foregoing Agreement was acknowledged before me this 04 day of October, 2012,

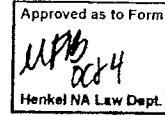
by Cheryl L. Koenig

Cheryl L. Koenig  
NOTARY PUBLIC

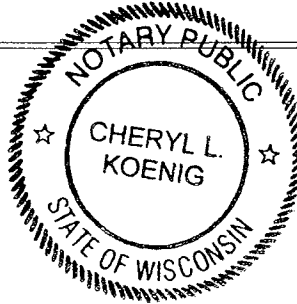
My Commission Expires: 3/31/13



  
Daniel Fredrickson, Oak Creek Senior Project Engineer



The foregoing Agreement was acknowledged before me this 04 day of October, 2012,  
by Cheryl L. Koenig  
Cheryl L. Koenig  
NOTARY PUBLIC  
My Commission Expires: 3/31/13



CITY OF OAK CREEK, WISCONSIN

Stephen A. Scaffidi, Mayor

Catherine A. Roeske, 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

T:\Shared\PR-work\SWM Maintenance Agreements\765-9045 Henkel maintenance agreemeadoc



EXHIBIT A  
**OPERATION AND MAINTENANCE INSPECTION REPORT**

**STORM WATER MANAGEMENT PONDS**

Inspector Name: \_\_\_\_\_ Tax Key No.: \_\_\_\_\_  
 Inspection Date: \_\_\_\_\_  
 Location: \_\_\_\_\_

Detention Basin Type:    Wet Pond    \_\_\_\_\_    Underground    \_\_\_\_\_    Location:    \_\_\_\_\_  
                                  Extended Dry    \_\_\_\_\_    Bioretention    \_\_\_\_\_  
                                  Artificial Wetland    \_\_\_\_\_    Watershed    \_\_\_\_\_

| Items Inspected<br>(Pond components)                 | Checked<br>(Yes/ No/ NA) | Maintenance<br>Needed<br>(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/<br>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).  | • frees 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/Inlets                    | 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 Load.       | 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.  |