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

COMMON COUNCIL MEETING AGENDA

TUESDAY, SEPTEMBER 17, 2013
AT 7:00 P.M.

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 9/3/13

Presentation

4. **Presentation:** Presentation and Announcement of Winners of the Mayor's Landscape Awards.

New Business

MAYOR & COMMON COUNCIL

5. **Motion:** Consider a *motion* to concur with the Parks, Recreation & Forestry Commission recommendation to approve revisions to the existing Memorandum of Understanding Facilities Maintenance and Fees between the City of oak Creek and the Oak Creek-Franklin Joint School District (by Committee of the Whole).
6. **Motion:** Consider a *motion* to authorize retention of Voorhees Associates LLC to conduct an executive recruitment to fill the position of Director of Streets, Parks and Forestry in the amount of \$11,000 with expenses estimated not to exceed \$4,900 (by Committee of the Whole).
7. **Motion:** Consider a *motion* to direct City Administration to develop a plan to stabilize health care costs at current levels for three years to align with the 2014-2016 City of Oak Creek Year Financial Plan and recommends that City Administration eliminates OPEB liability over time (by Committee of the Whole).
8. **Motion:** Consider a *motion* to approve the 2013 Vendor Summary Report in the amount of \$472,638.15 (by Committee of the Whole).

INFORMATION TECHNOLOGY

9. **Motion:** Consider a *motion* authorizing the Information Technology Department to enter into an agreement with Multimedia Communications & Engineering, Inc. (M.C. & E.) for professional design services of the City Fiber Optic Wide Area Network, at a cost of \$33,150 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

10. **Resolution:** Consider *Resolution* No. 11401-091713, approving Tax Incremental District Number 4 Finance Development Agreement with ADL Enterprises II, LLC (1st District).
11. **Resolution:** Consider *Resolution* No. 11403-091713, approving a certified survey map for the property at 9170 S. 5th Ave. (4th District)
12. **Resolution:** Consider *Resolution* No. 11400-091713, approving a certified survey map for the properties at 9708 S. Howell Ave. & 9734 S. Howell Ave. (5th District)

ENGINEERING

13. **Resolution:** Consider *Resolution* No. 11402-090313, acquiring fee property (right-of-way), and temporary easements, for the S. Howell Avenue Wisconsin Department of Transportation maintenance project from Oakwood Road to Grange Avenue; and to send a payment in the amount of the Award of Damages to the affected property owners (Project No. 12025) (1st, 2nd, 3rd, 5th, & 6th Districts).
14. **Motion:** Consider a *motion* to award the E. Puetz Rd. – E. Forest Hill Ave. drainage improvements project unit price contract to the lowest responsive, responsible bidder, Advance Construction, Inc., at an estimated cost of \$249,904 (Project No. 09024) (1st & 3rd Districts).

LICENSE COMMITTEE

The License Committee did not meet prior to the 9/17/13 meeting. Tentative recommendation is being made as follows.

15. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
- Lucas Patron, 2132 W. Oakwood Rd., Oak Creek (Oasis Mobil)
 - Jacob Dykstra, 3260 E. Carrollton Dr., Oak Creek (Ryan Road Mobil)

MISCELLANEOUS

16. **Motion:** Consider a *motion* to convene in to Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes Section 19.85 (1)(c) to discuss recommendations regarding compensation to specific Administrative Service employees.
17. **Motion:** Consider a *motion* to reconvene into Open Session.
18. **Motion:** Consider a *motion* to take action, if required.

19. **Motion:** Consider a *motion* to concur with the Personnel Committee's recommendations regarding organization for Administrative Services (by Committee of the Whole).

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 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: September 17, 2013

Item No.: 5

Recommendation: That the Common Council concur with the Parks, Recreation & Forestry Commission recommendation to approve revisions to the existing Memorandum of Understanding Facilities, Maintenance, and Fees between the City of Oak Creek and the Oak Creek-Franklin Joint School District.

Background: Following Council review, further discussion occurred with Parks, Recreation & Forestry Commission and the Oak Creek-Franklin Joint School District. Mayor Scaffidi and City Administrator Peterson have met with Oak Creek-Franklin Joint School District Superintendent Dr. Sara Burmeister to discuss the City's use of school facilities for recreation programming. Dr. Burmeister had expressed interest in conducting all recreation programs that use the School District pool and gyms. She noted occasional conflicts and difficulties when coordinating community group use of these facilities and accommodating the City's Recreation schedule. School scheduling and programming of these facilities seemed to allow for the best use of these community facilities.

Attached are proposed revisions to an existing Memorandum of Understanding between the City of Oak Creek and the Oak Creek-Franklin Joint School District. The revisions address our cooperative and joint use of school facilities and City-provided maintenance services. New language is identified in blue with deleted language in red.

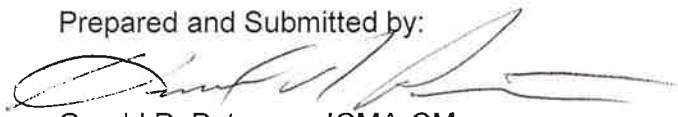
If the Council concurs with the changes contained within this MOU, the School District would take over recreation programming of activities which have traditionally been conducted at the high school pool and the various gyms within School District buildings. Program registration, fee collection, staffing, and program management for these activities would rest with the School District. The agreement also modifies financial conditions including the elimination of the stormwater fee waiver to the School District present in the current agreement and in 2015 the removal of the waiver of garbage fees to be paid by the District.

Fiscal Impact: The City would no longer collect Recreation registration fees for programs traditionally conducted at the pool and in school gyms. We estimate these fees to be \$82,000. The City would no longer incur the program expenses related to these services expected to be \$70,000. In addition, the City would be receiving approximately \$11,000 in stormwater fees in 2013 and \$16,000 in garbage fees beginning in 2015. Attached is a list of recreation programs (Attachment A) which would no longer be programmed by the City. A copy of 2013 budgeted recreation fees and expenses is also attached (Attachment B), as is a copy of the 2013 approved recreation fees (Attachment C). Mayor Scaffidi would like to amend the City's process for setting recreation fees.

Fiscal Review by:


Bridget M. Souffrant
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

**MEMORANDUM OF UNDERSTANDING
FACILITIES, MAINTENANCE, AND FEES**

This Memorandum of Understanding ("MOU") between the City of Oak Creek ("City") and the Oak Creek-Franklin Joint School District ("School District") supersedes in its entirety a Memorandum of Understanding executed and last dated ~~November 22, 2004~~ April 24, 2009 and any other written or verbal agreement between said parties and sets forth terms and conditions for the usage, maintenance, development and renovation of facilities by the City on School District property.

WHEREAS, the City has previously developed, constructed and currently uses and maintains facilities located on School District property for the use by its citizens, and

WHEREAS, the School District has previously developed, constructed and currently uses and maintains facilities located on School District property for use by its students, faculty and staff that are also used by the City and its citizens, and

WHEREAS, it is beneficial to the City and School District to have park and recreation facilities adjacent to or located on School District property, so that facilities can be better utilized, there is less duplication of facilities and the cost of maintenance and upkeep can be reduced, and

WHEREAS, the City and School District have agreed to, and have worked cooperatively and in consideration of each other's operational needs and requirements and in consideration of reducing costs and expenditures for taxpayers,

NOW THEREFORE IT IS HEREBY AGREED:

1. The above recital is hereby incorporated and made a part of this MOU, which shall end on ~~January 1, 2015~~ December 31, 2018. Thereafter, this MOU shall automatically renew on a one-year basis unless this MOU is terminated by either party on written notice to the other party at least six months prior to the date of termination,
2. The City shall be solely financially responsible for the design, construction management and the construction costs of recreational facilities developed by the City on School District property. The City shall seek and obtain prior written approval from the School District before developing any recreational facilities on School District property. In the case of the City constructing or installing any

permanent buildings on School District property which require any footings or foundation, such permanent buildings shall, upon completion of construction, become the sole property of the School District at no cost to the School District. The City shall provide the School District with a bill of sale to facilitate transfer of ownership within 45 days following completion of installation of any such improvements. The City shall retain ownership of all City recreational equipment and other improvements including any fencing for baseball diamonds, bike trails, etc. as identified on Attachment A.

3. The City's ~~Park, Recreation and Forestry~~ Street, Park, and Forestry Department and the District Business Services Office shall maintain a current listing of the recreational facilities installed by the City on each School District property as shown on Attachment A. This list will be updated as changes to the list occur. The City and the School District shall agree upon a schedule of inspection related to the recreational facilities which shall be in writing and shall be reviewed annually by the ~~Director of Parks, Recreation & Forestry~~ Department Parks Supervisor for the City and the Director of Business Services for the School District.
4. Maintenance services including services such as grass cutting, and ball field preparation, ~~garbage pick-up,~~ shall be performed by the City at no cost to the School District as outlined in the "Cooperative Services Provided by the City of Oak Creek and the Oak Creek-Franklin Joint School District" (Attachment B). The City shall provide general maintenance including litter pick up and supervision of the facilities located on School District property during and immediately after the periods the City uses the facilities. The School District shall provide general maintenance of the outdoor recreational facilities located on School District property at all times.
- ~~5. The City of Oak Creek shall pay the Oak Creek portion of the School District's storm water fees and the Oak Creek portion of the School District's Weights and Measures inspection fee.~~
- 6.5. The School District shall conduct all scheduling for School District facilities located on its property. The City shall have the opportunity to reserve, on a priority basis, the use of ~~the School District facilities with programming to be concentrated when and where possible at the~~ East Middle School multi-purpose

rooms, cafeteria, and classrooms. The City shall have the opportunity to reserve other School District facilities when and where possible. ~~The City shall no longer program use of any school gym or pool for Recreation purposes. Programming of gyms and the pool shall be totally within the purview of the School District which shall continue to program Recreation services to the community in a similar manner to that which had been conducted by the City. Recreation activities will be programmed by the City in a manner consistent with historic programming to meet the needs of the community solely for City Operated Programs (COP) after school district activities and events have been scheduled. COP are defined as those programs where the City does not collect any fees from an outside group related to the use of a facility on School District property.~~ There shall be no fee charged to the City for such usage provided all scheduling is arranged with the School District's Business office (during the summer) or appropriate school office (during the school year).

- ~~7-6.~~ The City shall conduct all scheduling for City facilities located on School District property. The School District shall have the exclusive right to use City equipment or recreational facilities located on School District Property during the hours that schools are in session.
- ~~8-7.~~ Facilities usage conflicts on School District property shall be resolved by the School District Director of Business Services in consultation with the City Administrator or his or her designee.
- ~~9-8.~~ In the event of a City emergency, as determined by the City Emergency Management Operations Committee, that requires the use of emergency shelters, the request for use of School District property as emergency shelters shall be coordinated with the Superintendent of Schools, the City, the Milwaukee County Emergency Management Team, and the Milwaukee Chapter of the American Red Cross. The School District shall provide necessary space in School District buildings (after meetings its responsibilities to students) at a cost to the City and the School District shall provide any necessary supplies, equipment, and staff. The City shall provide staff for the supervision and operation of the shelter in the schools and will replace or reimburse the School District for any supplies or equipment used.

~~10.9.~~ This MOU may be terminated by the mutual written consent of the School District and the City prior to the end of the initial term of the MOU.

~~11.10.~~ The City and the School District shall, during the entire term of this Agreement, keep in full force and effect liability insurance coverage with respect to City and School District activities in and around the City and the School District outdoor facilities in an amount of not less than \$5,000,000. Each party will name the other as an additional insured on their policy. The City and the School District shall during the entire term of this Agreement keep in full force and effect property insurance on its own equipment and facilities to fully protect against hazards of fire, vandalism and malicious mischief and such other perils as are covered by policies of property insurance. To the extent covered by property insurance, the School District and the City hereby release each other from and waive all rights against each other for any loss or damage to property caused by fire or other peril if such loss is covered and collected under a policy of insurance maintained by the School District or the City, even if such loss or damage is caused by the fault or negligence of the other party or anyone for whom such party is responsible. The amount of said insurance and the cost of same shall be agreed upon annually between the ~~Director of Parks, Recreation & Forestry~~ [City Administrator](#) for the City and the Director of Business Services for the School District.

~~12.11.~~ Notification of any defects noticed by School District employees or City employees on equipment/property owned by the other will be forwarded to the other immediately. Upon receipt of notice of claim said notice of claim will be delivered to the appropriate property/equipment owner.

~~13.12.~~ Whenever in this MOU it shall be required that notice be given by any party hereto to the other, such notice shall be given by first class mail addressed to the City Administrator and to the Superintendent of the School District.

~~14.13.~~ This MOU may be amended by mutual consent of the common Council of the City of Oak Creek and the Board of Education of the Oak Creek-Franklin Joint School District.

In witness thereof, the Common Council of the City of Oak Creek and the Board of Education of the Oak Creek-Franklin Joint School District have authorized this MOU to be signed by their appropriate officers.

Date: _____
City of Oak Creek

Date: _____
Oak Creek-Franklin Joint School District

By: _____
~~Richard Bolender~~ Stephen A. Scaffidi, Mayor
Schools

By: _____
Dr. Sara Larsen, Superintendent of

By: _____
~~Pamela S. Bauer~~ Catherine A. Roeske, City Clerk
President

By: _____
~~Thomas Rebe~~ Frank Carini, BOE,

Attachment B --- Cooperative Services

For Illustrative Purposes Only

City of Oak Creek Services Provided to Oak Creek-Franklin School District:		Oak Creek-Franklin School District Services Provided to City of Oak Creek:	
Playground equipment, and specified, Bball field, maintenance	\$16,911	Parks & Recreation use of facilities @ Parks & Rec rate)	\$29,000 \$65,312
General grass cutting Storm Water Fees (85%)	\$15,000 \$9,807	Use of Facilities for City Elections	\$1,235
Weights & Measurements Payment (85%)	\$145		
Total	\$43,253 \$32,056	Total	\$66,547 \$30,235

Attachment B – Cooperative Services (continued)

PARKS, RECREATION & FORESTRY SERVICES WHICH ARE UTILIZED BY PROVIDED TO THE SCHOOL DISTRICT BY THE CITY

- A. Locations/areas ~~in~~at which the Parks ~~Division, Recreation & Forestry Department~~ performs general grass cutting maintenance services for the School District include:

Senior High School
Edgewood Elementary School
Meadowview Elementary School
Cedar Hills Elementary School
East Middle School
West Middle School
Carollton Elementary School
Shepard Hills Elementary School
Deer Field Elementary School

- B. Locations/areas in which the Parks ~~Division, Recreation & Forestry Department~~ performs ballfield maintenance services for the School District include:

Senior High #1 diamond (JV girls) and East Middle School (varisty girls)~~East and West Ballfields~~ – (high school softball home game schedule)
Abendschein Baseball Diamond (high school varsity & junior & freshmen varsity home games)

**MAINTENANCE RESPONSIBILITIES
(Grounds & Outdoor Facilities)**

SCHOOL DISTRICT/CITY PARKS, RECREATION & FORESTRY

Cedar Hills

Parks ~~Divlison, Recreation & Forestry~~ will cut grass and maintain basketball standards.

School District will plow sidewalks, trim grass and shrubs near building, maintain asphalt play area and playground equipment.

Johnstone Park

Parks ~~Division, Recreation & Forestry~~ will maintain entire site.

Carollton

Parks ~~Division, Recreation & Forestry~~ will mow entire site and maintain softball field, tennis courts, asphalt recreational trail, basketball standards and plow park site recreational trail.

School District will maintain asphalt play area and playground equipment, maintain shrubs, trim grass around school building and plow snow on entire site

as well as public pedestrian walkway between East Carrollton Drive and Bonnie Drive.

Shepard Hills

Parks ~~Division, Recreation & Forestry~~ to mow entire site, maintain basketball standards, both ballfields, and plow snow on city sidewalk.

School District will maintain asphalt play area playground equipment, maintain shrubs, trim grass near building and plow snow on school site.

Meadowview

Parks ~~Division, Recreation & Forestry~~ will mow entire site, plow park site asphalt recreational trail and sidewalk, maintain basketball court, basketball standards, softball field, tennis courts, recreational trail and volleyball court.

School District will trim grass and maintain shrubs near building, plow snow from parking lot and sidewalks, and maintain asphalt play area and playground equipment.

Edgewood

Parks ~~Division, Recreation & Forestry~~ will mow entire site (except area north of school building) and maintain basketball standard they installed.

School District will maintain asphalt play area, basketball standards they installed, playground equipment, maintain shrubs, trim grass near building, plow sidewalks, driveways and parking lot, and mow area north of school building.

East Middle School

Parks ~~Division, Recreation & Forestry~~ will plow and maintain the recreational trail along Shepard Avenue and the school site perimeter trail, maintain the softball field, and mow entire site.

School District will trim grass near the buildings, maintain soccer fields, shrubs near buildings, basketball standards, plow drives and parking lots.

West Middle School

Parks ~~Division, Recreation & Forestry~~ will mow entire site and plow snow from asphalt pathway in front of school, along west side of 13th Street.

School District will maintain shrubs, soccer fields, and trim grass near building, plow sidewalks, driveways and parking lots.

Senior High School

Parks ~~Division, Recreation & Forestry~~ will provide softball diamond bleachers, maintain softball fields and backstops, softball field fencing excluding diamond #1 outfield fencing, mow entire site except the football and track facility.

School District will trim grass and maintain shrubs near building; mow north, west and south side of high school grounds, practice football/soccer field and

the football and track facility; plow snow from parking lots and drives; and maintain tennis courts, lighted football field and track facility and practice football/soccer field.

Deer Field

Parks ~~Division, Recreation & Forestry~~ will mow entire site and plow the multi-use trail east of the school.

School District will trim grass and maintain shrubs near building, plow snow from parking lots and sidewalks, maintain asphalt recreational trail, asphalt play area, basketball standards and playground equipment.

City of Oak Creek Common Council Report

Report Date: September 17, 2013

Recommendation: That the Common Council authorize retention of Voorhees Associates LLC to conduct an executive recruitment to fill the position of Director of Streets, Parks and Forestry in the amount of \$11,000 with expenses estimated not to exceed \$4,900.

Background: The position of Director of Streets, Parks and Forestry has been vacant since the retirement of Mike Lampe on March 1, 2013. The position was advertised in the local newspaper and in municipal journals. Attached is the on-line job posting from the recruitment that took place in January/February. A total of 12 applications were received; 3 applicants were interviewed for the position by Mayor Scaffidi and the City Administrator. Some background checks of the applicants were conducted. None of the applicants were deemed to be a good fit for City needs.

The City Administrator has discussed this opening with some of his counterparts as well as recruiters and has found a number of communities have had difficulty in finding appropriate candidates to fill similar positions. It is recommended the City utilize the services of Voorhees Associates to conduct an executive recruitment for this position in an effort to seek a candidate with the appropriate skills, background and education to perform the duties of the position. Attached is a copy of their proposal.

The City successfully used the executive recruitment process in hiring its last City Administrator. The City Attorney, who was the contact, indicated a good experience with this process. If authorized, Bob Beezat from Voorhees Associates indicated he could be available to begin the recruitment soon following approval to develop the profile and conduct meetings with the Mayor, City Administrator, Personnel Committee, and appropriate staff and department managers.

Fiscal Impact: The fee for this recruitment is \$11,000 with a not-to-exceed for reimbursement of expenses of \$4,900. Savings from the vacant Director position are \$7,390 monthly. These savings will be used to pay for these services.

Fiscal Review by:


Bridget M. Souffrant
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator



[View Class Spec](#) |
 [View Exam Plan](#) |
 [Supplemental Questions](#) |
 [Item Bank](#) |
 [Scoring Plan](#)

Job #	Hits	Submitted	Advertised
SPF Director-01	0	0	01/04/13 - 02/22/13 3:00 PM

Job Title: Streets, Parks & Forestry Superintendent

Closing Date/Time: Fri. 02/22/13 3:00 PM Central Time

Salary: See Position Description

Job Type: Full Time

Location: 800 W. Puetz Road, Oak Creek, Wisconsin

Department: Streets, Parks and Forestry Department

[Print Job Bulletin](#)

Summary Description	Benefits	Supplemental Questions
<p>Summary Description Under general guidance and direction performs a variety of management, supervisory, administrative and technical work in the planning, construction, operation, repair, maintenance, and replacement of City streets, storm drainage facilities, vehicle maintenance, trash collection, recycling, parks, forestry and related activities.</p> <p>Duties, Functions and Supervision/Accountability:</p> <p>Major Duties/Essential Functions Supervises Department employees in carrying out a variety of tasks related to street and park maintenance and repair, winter snow removal, equipment maintenance and repair, trash collection, recycling and forestry operations. Assumes overall responsibility for the successful completion of all Department related projects.</p> <p>Oversees scheduling of work for subordinates on a daily basis. Reviews and approves the project repair orders of time and materials used on each job.</p> <p>Inspects City streets and parks to detect problems, snow or ice problems, the need for repair or maintenance, prepares a priority work schedule. Reviews all citizen service requests and other complaints pertaining to streets, parks, drainage facilities, forestry services, and trash collection and resolves problems.</p> <p>Schedules and insures maintenance, repair, and regular servicing of all department vehicles and other equipment.</p> <p>Responsible for maintaining an appropriately trained and skilled work force consistent with the work load and planned needs of the City. Evaluates work performance of subordinates; prepares performance evaluations; reviews evaluations prepared by the division supervisors. Maintains conformance with established work rules and regulations and recommends termination, suspension and other disciplinary matters for subordinates.</p> <p>Oversees the safety of all department employees by instructing individuals in proper safety procedures and monitoring work in progress. Maintains documentation of all training.</p> <p>Conducts operational cost/benefits analyses on different aspects of the department's operations. Supervises the purchasing, control and use of, and assumes responsibility for all materials, supplies and equipment used by the department.</p> <p>Develops and revises the department's operating policies and procedures in accordance with applicable laws and the department's rules and regulations.</p>		

Participates in the development of the annual work plan including statements of scope of activity, goals and objectives; confers with others involved and participates in the formulation of the final product.

Annually prepares three realistic, achievable objectives that will improve the operation of the department.

Minor Duties/Responsibilities

Attends professional seminars and meetings in order to improve working knowledge and skills.

Resolves problems and questions presented by subordinate staff regarding work processes, policies, organization or methods.

Confers with local utility companies and contractors on special construction projects. Confers with the Traffic and Safety committee on placement of traffic and street signs and decals. Provides technical counseling and guidance. Confers with state, county, and federal environmental inspectors, to maintain compliance of all environmental regulations.

Gathers data, compiles and evaluates information and carries out special duties; studies and writes reports as needed and as directed by the City Administrator.

Provides recommendations regarding heavy equipment purchases and requisitions all supplies and materials needed for effective department operation. Keeps updated fixed asset records, provides necessary tags on all new equipment, and documents any sales or trades of City fleet. Coordinates the information with the City Clerk's Office.

Responsible for notification to other City departments of any violations of City ordinances or regulations not in the primary area of responsibility of this position.

Reads incoming correspondence; plans and formulates response or subsequent action. Composes correspondence dealing with subject matter that involves considerable discretion, judgement or negotiation.

Maintains close communication with neighboring municipalities for the purpose of sharing work and ideas. Assists other City departments with special projects, problem solving and manpower assistance.

Prepares the department's budget, making projections for expenditures and revenues based on current figures and anticipated needs.

Performs other duties as assigned.

Supervision/Accountability

Accountable to City Administrator; supervises all department personnel.

Qualifications:

Knowledge

Thorough knowledge of administration, including budget development and control, personnel and purchasing management, administrative prerogatives and responsibilities. Considerable knowledge of civil engineering principles, practices and methods as applicable to a municipal setting; working knowledge of applicable laws, standards and regulations relating to construction, inspection, safety and traffic control; considerable knowledge of public works inspection methods. Considerable skill in reading and interpreting construction drawings, plans and specifications. General knowledge of methods, materials, equipment and tools used in the repair and maintenance of a variety of automotive and mechanical equipment; operating principles of heavy equipment and gasoline and diesel engines; basic mathematical and writing skills; principles and practices of supervision including assigning, evaluating, and modification of work; knowledge of payroll/personnel practices including, overtime, holiday, sick and vacation requirements, grievance and disciplinary procedures; duty and non-duty injury requirements; extensive knowledge of City geography including streets, storm sewers, City right-of-way, and other utility locations. Thorough knowledge of occupational hazards and standard safety precautions necessary in the work. Knowledge of policies and procedures established for the department. Thorough understanding of management and labor relations and the statutory provisions governing municipal labor relations. Maintains a working familiarity with state and federal environmental laws and regulations while planning all aspects of the department's work.

Skill/Ability

The ability to accept responsibility, to make decisions and to effectively prioritize work. Ability to establish and maintain effective interpersonal relationships with employees, other departments, and citizens. Considerable ability to communicate effectively verbally and in writing. Ability to effectively use time and resources to accomplish activities; supervising others and maintaining effective relations with those encountered in the course of work. Ability to effectively handle a variety of difficult situations and problems. Skill in supervision and work management; ability to allocate and plan the use of equipment and personnel to accomplish assigned tasks; ability to assume broad responsibility over a variety of functional areas; ability to ensure and follow standard safety practices and procedures; Ability to speak and understand the English language fluently and use proper grammar, punctuation and spelling. Ability to read and interpret blueprints of street, storm sewer, and City right-of-way locations and other documented resources necessary for locating, maintaining, and repairing City streets. Skill in operating the listed tools and equipment; ability to prepare, organize and maintain office data, reports and systems; ability to perform required mathematical computations; ability to effectively communicate complex technical information, orally and in writing, to property owners, employees, consultants, other governmental agency representatives, City officials and the general public on matters requiring considerable discretion and knowledge. Ability to work independently with only occasional review of work performance or records.

Education/Experience

Must have a minimum of a baccalaureate degree in construction management, project management, engineering, or a closely related field from an accredited college or university and a minimum of ten (10) years experience in municipal public works and street maintenance operations and related construction work, including five (5) years at a supervisory level including supervision of public works contracts. Any combination of education and experience that provides the required knowledge and skills will qualify.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Considerable outdoor work is required in the inspection of various construction sites or public works facilities. Must be physically capable of moving about on construction work sites. While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee regularly is required to stand and talk or hear. The employee is continuously required to walk; sit; climb or balance; stoop, kneel, crouch, or crawl; and smell. The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Tools and Equipment Used

The ability to use the tools and equipment listed below is essential to perform the functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of operation and use of motorized vehicles and equipment, including dump truck, pickup truck, utility truck, garbage packer, grade-all, street sweeper, street roller, backhoe, mower, loader, plate compactor, saws, pumps, propane kettle, compressors, sanders, generators, trencher, common hand and power tools, shovels, wrenches. Skill in use of mobile radio, phone, personal computer including vehicle maintenance and other software, copy and fax machine.

Special Conditions of Work:**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee regularly works near moving mechanical parts and is regularly exposed to wet and/or humid conditions and vibration. The employee occasionally works in high, precarious places and is exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock. The noise level in the work

environment is usually loud in field settings, and moderately noisy in indoor settings.

License/Certifications

Possession of a valid Wisconsin Motor vehicle operator's license. Candidate will be required to obtain a Class B Commercial Drivers License (CDL) within three (3) months of placement in the position. Loss of license may be cause for demotion or termination.

Special Conditions of Work

Must be able to respond to work in emergencies and all type of weather conditions at any hour of the day or night. Must be able to work unsupervised for extended periods of time. Must reside within a 20-mile radius of the city limits of Oak Creek.

Hiring Salary Range: \$81,475 - \$85,983

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 [Scoring Plan](#)

Job #	Hits	Submitted	Advertised
SPF Director-01	0	0	01/04/13 - 02/22/13 3:00 PM

Job Title: Streets, Parks & Forestry Superintendent

Closing Date/Time: Fri. 02/22/13 3:00 PM Central Time

Salary: See Position Description

Job Type: Full Time

Location: 800 W. Puetz Road, Oak Creek, Wisconsin

Department: Streets, Parks and Forestry Department

[Print Job Bulletin](#)

Summary Description	Benefits	Supplemental Questions
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Paid Time Off (PTO) Schedule

0-9 years	18 days per calendar year
10 years	20 days per calendar year
11 years	21 days per calendar year
12 years	22 days per calendar year
13 years	23 days per calendar year
14 years	24 days per calendar year
15 years	25 days per calendar year
16 years	26 days per calendar year
17 years	27 days per calendar year
18 years	28 days per calendar year
19 years	29 days per calendar year
20+ years	30 days per calendar year

Holidays: Ten (10) per year as scheduled annually by Council.

Health Insurance: The City offers a self funded PPO plan. Specific plan offered is subject to change each calendar year. Employee is eligible for coverage on the first of the month following 30 days of service. Employee contributes toward monthly premium.

Dental Insurance: Delta Dental plan. Specific plan offered is subject to change each calendar year. Employee is eligible for coverage on the first of the month following 30 days of service.

Pension: Wisconsin Retirement Fund. Employee pays employee share of WRS contribution rate each pay period.

Life Insurance: Basic Life insurance equal to annual salary. Paid for by the City through the Wisconsin Retirement System. Effective after six months of service. Additional units available at employee cost.

This list is intended to be a brief summary of benefits. Any specific questions should be directed to the City Administrator's Office.



[View Class Spec](#) | [View Exam Plan](#) | [Supplemental Questions](#) | [Item Bank](#) | [Scoring Plan](#)

Job #	Hits	Submitted	Advertised
SPF Director-01	0	0	01/04/13 - 02/22/13 3:00 PM

Job Title: Streets, Parks & Forestry Superintendent

Closing Date/Time: Fri. 02/22/13 3:00 PM Central Time

Salary: See Position Description

Job Type: Full Time

Location: 800 W. Puetz Road, Oak Creek, Wisconsin

Department: Streets, Parks and Forestry Department

[Print Job Bulletin](#)

Summary Description	Benefits	Supplemental Questions
<p>Streets, Parks & Forestry Superintendent Supplemental Questionnaire</p> <p>*1. Please describe how your work history and education makes you qualified to perform the duties of this position in a consistently outstanding and responsive fashion?</p> <p>*2. If selected for this position, what would be your approach to providing services to Oak Creek citizens, elected officials, and internal service customers and/or your peers?</p> <p>*3. What do you believe should be considered some of the primary focus points of the operations over which you have responsibility?</p> <p>*4. What challenges do Public Acts 10 and 32 present to municipal operations and what strategies would you consider to address these challenges?</p> <p>*5. Would you describe yourself as a better manager or supervisor?</p> <p>*6. Explain and/or describe innovative processes, procedures, equipment purchases, etc. in which you have been the originator or part of the implementation team and describe the challenges, successes or failures which resulted from the effort.</p> <p>* Required Question</p>		



Offices in:
Arizona • Delaware
Illinois • Michigan • Wisconsin

August 5, 2013

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

Dear Mr. Peterson:

Thank you for the opportunity to provide you with a proposal for the City of Oak Creek's Director of Streets, Parks, and Forestry recruitment and selection process. Voorhees Associates prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

QUALIFICATIONS AND EXPERIENCE

Voorhees Associates is a public management consulting firm serving municipal clients and other public sector entities on a national basis. We work exclusively in the public sector, offering customized executive recruitment services, as well as providing other management studies and services for communities. Voorhees Associates has been certified as an FBE (Female Business Enterprise) in the State of Illinois.

Voorhees Associates, LLC was established in 2009 with headquarters in Deerfield, Illinois. Heidi Voorhees, President, previously spent 8 years with the nationally recognized public sector consulting firm, The PAR Group and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 130 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 12 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service with the Villages of Wilmette and Schaumburg, Illinois, as well as the City of Kansas City, Missouri.

The firm has a total of seventeen consultants, both generalists and specialists (public safety, finance, parks, etc.), who are based in Arizona, Delaware, Illinois, Michigan, and Wisconsin, as well as four reference specialists and four support staff.

Experience

Voorhees Associates has completed 124 recruitments since its establishment in 2009. We have 16 current recruitments in various stages of completion. Although the firm is relatively young, our consultants are experienced executive recruiters who have conducted over 350 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we've held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

500 Lake Cook Road, Suite 350, Deerfield, Illinois, 60015
847/580-4246 www.voorheesassociates.com

Although we have not conducted a recruitment for a position specifically combining Streets, Parks, and Forestry, we have conducted Parks recruitments for the City of Austin, Texas and for Fox Valley and Oak Park, Illinois Park Districts. We have completed 18 public works recruitments for a variety of positions ranging from directors, utility superintendents, engineers, etc. and including a Director of Streets and Sanitation for Evanston, Illinois. In several recruitments we have done for smaller communities, the Director of Public Works has responsibility for the areas covered in the Oak Creek position.

While it is difficult to predict the availability of candidates for a particular position, with the use of our candidate databases, our consultants' knowledge of individuals experienced in these areas, and our outreach process, we feel confident we can provide a roster of qualified candidates for the City's consideration.

References

The following references can speak to the quality of service provided by Voorhees Associates:

Director of Streets & Sanitation recruitment
Engineering Division Manager recruitment
City of Evanston, Illinois
Suzette Robinson, Director of Public Works
2100 Ridge Avenue
Evanston, IL
847-866-2950
publicworks@cityofevanston.org

Executive Director recruitment
Park District of Oak Park
Marty Bracco, Commissioner
218 Madison Street
Oak Park, IL 60302
708-725-2711
marty.bracco@pdop.org

Director of Public Works recruitment
Fire Chief recruitment
Chief of Police recruitment
City of Burlington, Wisconsin
Kevin Lahner
City Administrator
300 N. Pine Street
Burlington, WI 53105
262/342-1161
Klahner@burlington-wi.gov

Consultant Assigned

Assignment of a Voorhees Associates Principal as Lead Consultant for this project will be based on area of expertise and commitments to clients at the time of project initiation. Biographical profiles of our consulting staff may be found on our web site, www.voorheesassociates.com.

SCOPE OF WORK

A typical recruitment and selection process can take 175 hours to conduct. At least 50 hours of this time is "administrative" including ad placement, acknowledgment of résumés, reference interviews, and due diligence on candidates. These tasks may take longer if someone is performing them for the first time. We believe our experience and ability to professionally administer your recruitment will provide you with the

best possible outcome. Voorhees Associates clients are kept informed of the progress of a recruitment throughout the recruitment process. Consultants are always available to provide information and answer questions, and details of the process such as placement of advertising and applications received are discussed in regular updates via either telephone or email.

Voorhees Associates suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Job Announcement and Brochure Development

Phase I will include the following steps:

- **Interviews** with City Administrator, Mayor and Aldermen, and the City's senior staff as well as any other individuals you deem appropriate to best understand the responsibilities, challenges, and culture of the City.

At least eight (8) hours of one-on-one interviews will be conducted with elected officials, staff and the public in order to develop our Recruitment Brochure. This important document outlines the expectations that the City has for its next Director of Streets, Parks and Forestry, providing us with the information we need to target our recruitment. During this process we will assist you with establishing the salary for Director of Streets, Parks and Forestry by conducting a salary survey of comparable cities, if so desired.

- Development of a **Job Announcement**.
- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable**.

Phase II – Advertising, Candidate Recruitment and Outreach

Phase II will include the following steps:

- Placement of the Job Announcement in appropriate professional online publications. In addition to public sector publications and web sites, outreach will include LinkedIn and other private sector resources. We can provide the City with placement recommendations, if so desired.
- The development of a database of potential candidates unique to this position and to the City of Oak Creek, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I.
- Outreach will be done through e-mail, telephone contacts, and U.S. mail as appropriate. Voorhees Associates consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

We will develop a matrix which identifies key traits (taken from the Recruitment Brochure) such as education, experience, and the specific skills needed for the Director of Streets, Parks and Forestry. We will then use these filters to screen the candidates into a group of 15 to 20 semi-finalists.

- Candidates will be interviewed by telephone or Skype to fully grasp their qualifications and experience as well as their interpersonal skills.

We personally contact all the semi-finalists and conduct about an hour long telephone interview, asking specific questions about their experience and skill set. This allows us to ask follow up questions and probe specific areas. It also provides us with an assessment of their verbal skills and their level of energy for and interest in the position.

- Formal and informal references (two per candidate) and an internet search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by Voorhees Associates, ensuring Oak Creek's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- Voorhees Associates will prepare a **Recruitment Report** that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each candidate, so that each candidate's credentials are presented in a uniform way. As résumés come in all different formats, these "mini" résumés will give you a clear, consistent look at each candidate "at a glance."
- Voorhees Associates will provide you with a log of all candidates who applied for the position. You may also review all of the résumés should you so desire.
- Voorhees Associates will meet with you to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours with you to bring the candidates to "life" by reviewing their telephone interview and providing excerpts from two (2) references we will have done on the individual.

Phase V –Interviewing Process

Phase V will include the following steps:

- At the Recommendation meeting, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample.
- Voorhees Associates will develop the first and second round interview questions for your review. Voorhees Associates will provide you with interview books that include the credentials each candidate submits, a summary of each candidate's credentials, a set of questions with room for interviewers to make notes, and an evaluation sheet to assist interviewers in assessing each candidate's skills and abilities.

- Voorhees Associates will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. The schedule will incorporate a tour of City of Oak Creek facilities and interviews with Department Heads and elected officials.

We offer a community "Meet and Greet" option, at no charge, as a means for the community to interact and get to know the candidates in an informal setting. At this "Meet and Greet," candidates would give a brief overview of themselves and answer questions from the audience.

Not Needed

- Once candidates for interview are selected, additional references will be contacted along with a media and internet search, verification of educational credentials, criminal court, credit, and motor vehicle and records checks. Employment verification can also be provided if so desired. Voorhees Associates recommends a two-step interviewing process with (typically) five candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and a "score sheet."
- Voorhees Associates consultants will be present for all of the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- Voorhees Associates will assist you as much as you request with the salary and benefit negotiations and drafting of employment agreement, if appropriate.
- Voorhees Associates will notify all applicants of the final appointment action by the City, including professional background information on the successful candidate.
- Voorhees Associates will provide no-fee telephone follow-up and counsel to City Officials and appointed Director of Streets, Parks and Forestry for six months following conclusion of the recruitment.

Optional 360° Evaluation

As a service to the City of Oak Creek, we offer the option to provide you with a proposal for a 360° performance evaluation for the new appointed Director of Streets, Parks and Forestry at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, Voorhees Associates will prepare a proposal for this service.

Recruitment Schedule

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire.

Target Dec. 1

Our typical recruitment process includes the following milestones and deliverables:

On-site interviews of Oak Creek officials and staff, development and approval of recruitment brochure Deliverable: recruitment brochure	weeks 1-2
Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant	weeks 3-8

Consultant recommendation to City of qualified candidates Deliverable: recruitment report	week 9
Selection of candidate finalists by City Officials; additional background and reference checks, report preparation and presentation Deliverable: interview reports including suggested questions and evaluation sheets	week 10
Interviews of selected finalist candidates; selection of final candidate; negotiation, offer, acceptance and appointment	weeks 11-12

Summary of Costs

Recruitment Fee:	\$11,000
Recruitment Expenses: (not to exceed)	4,000
Expenses include consultant travel, postage/shipping, telephone, support services, copying etc. Also includes candidate due diligence efforts and advertising costs up to \$1,200*.	
Recruitment Brochure printing (optional) Assumes full color	900
Total Fees:	\$15,900**

*Advertising costs over \$1,200 will be placed only with client approval. If less than \$1,200, Client is billed only for actual cost.

**This fee does not include travel and accommodations for candidates interviewed.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows: Recruitment expenses and the costs for the Recruitment Brochure printing will be itemized with sufficient detail and invoiced as incurred. In addition, the Recruitment Fee will be invoiced in three (3) equal payments, billed during the course of the recruitment. The first invoice for the Recruitment Fee will be sent upon acceptance of our proposal. The second invoice will be sent following the recommendation of candidates and will include any expenses incurred to date. The final invoice will be sent upon completion of the recruitment assignment and will include all remaining expenses. Upon receipt of each invoice the City will approve payment in accordance with its claims procedures within thirty (30) days of receipt.

Voorhees Associates Guarantee

It is the policy of Voorhees Associates to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should City Officials not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to Oak Creek beyond the normal three visits.

Upon appointment of a candidate, Voorhees Associates provides the following guarantee: should the selected and appointed candidate at the request of the City of Oak Creek or the employee's own

determination, leave the employ of the City of Oak Creek within the first 24 months of appointment, we will, if desired, conduct another search for the cost of expenses and announcements only.

In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employee for a period of five years.

We look forward to working with you on this recruitment and selection process!

Sincerely,



Heidi J. Voorhees
President
Voorhees Associates, LLC

ACCEPTED BY THE CITY OF OAK CREEK, WISCONSIN

BY: _____

TITLE: _____

DATE: _____

THE VILLAGE OF CHERRY VALLEY, ILLINOIS



DIRECTOR OF PUBLIC WORKS

Voorhees Associates, LLC is pleased to announce the recruitment and selection process for the Village of Cherry Valley, Illinois' next Director of Public Works. This brochure provides background information on the Village of Cherry Valley, the municipal organization and the qualifications and experience the Village is seeking in the next Director of Public Works. Candidates interested in applying for the position should submit their résumé and cover letter along with contact information for three work-related references at once to VoorheesAssociates.com/current-positions. Please contact Heidi Voorhees at HVoorhees@VAResume.com or by telephone at 847-580-4246 with any questions about this opportunity.

Heidi J. Voorhees, President



500 Lake Cook Road, Suite 350

Deerfield, Illinois 60015

TEL: 847-580-4246

FAX: 866-401-3100

Formal applications should be submitted to:

www.VoorheesAssociates.com/current-positions

PROFESSIONAL ANNOUNCEMENT

Cherry Valley, IL (3,081) A charming, growing community located 18 miles south of the Wisconsin state line in Winnebago and Boone Counties, Cherry Valley is seeking candidates to serve as its next Director of Public Works. One of the region's most dynamic growth communities, Cherry Valley offers a variety of affordable housing options from traditional subdivisions to golf communities. It is also home to the CherryVale Mall, a large regional shopping attraction with more than 1 million square feet of retail that includes Macy's, Sears and JC Penney as its anchors. The Village of Cherry Valley is seeking a progressive, highly collaborative public works professional to serve as its next Public Works Director. This position reports to the Village President (and Board of Trustees). The Public Works Department has (7) full-time and (8) seasonal employees with a \$2.5 million budget. The Village recently approved a 1% sales tax for capital improvements and has pursued an aggressive Capital Improvements Plan. The Public Works Department employees are cross trained and work hard to provide a full complement of public works services including street maintenance, forestry, storm sewer, water production, vehicle maintenance, snow removal and traffic signal and street light maintenance. The next Public Works Director must have:

- A positive track record in customer service.
- Willing to serve as a "working director," assisting with public works services when needed.
- Candidates should have a bachelor's degree in business, engineering or related field.
- Candidates must have 5 to 7 years increasingly responsible experience in public works operations.
- The successful candidate will have strong oral and written skills, information technology skills, and a demonstrated enthusiasm for working closely with elected and appointed officials.
- Possess a class (C) IEPA water operator's license.
- Possess a state commercial driver's license.
- Salary is \$70,000+/- DOQ. Residency within 10 miles of the Village of Cherry Valley is required within one year of appointment. Candidates should apply by November 5 to Heidi Voorhees at VoorheesAssociates.com/current-positions. Electronic submission preferred. Mail submissions to 500 Lake Cook Road #350 Deerfield, IL 60015. Tel: 847-580-4246. Additional information available at VoorheesAssociates.com and the village's website (under Code of Ordinances) at www.cherryvalley.org.

VILLAGE OF CHERRY VALLEY

COMMUNITY BACKGROUND

The Village of Cherry Valley, Illinois (population 3,081) is located in northern Illinois, 18 miles south of the Wisconsin state line. Located in Winnebago and Boone counties, the Village is uniquely poised with access to several major metropolitan areas throughout the Midwest. Chicago is 86 miles southeast of Cherry Valley and Milwaukee is 86 miles northeast of Cherry Valley. Cherry Valley is bounded by Rockford on the west, Belvidere to the east, and New Milford on the south.

Cherry Valley combines small-town charm with easy access to some of the region's most sought-after shopping, recreation, sports and cultural opportunities. Its historic downtown with brick streets and period street lights, restaurants, and the nearby 85-acre Baumann Park with walking trails and open space provides a wonderful family-friendly environment. Cherry Valley is also home to the CherryVale Mall, one of Illinois' first enclosed shopping malls, built in 1973 and renovated in 2005. With more than 1 million square feet of retail and 134 stores, the mall was an instant destination for retail shoppers and has experienced significant growth and development since it first opened. Anchors include Macy's, Bergner's, JC Penney and Sears. There is still more than two-thirds of the land surrounding the mall available for development. The Village of Cherry Valley does not levy a municipal property tax; 80% of the Village's

income comes from sales taxes provided from the Mall Business District. The Village has also annexed property on Interstates 90 and 39 with an eye toward continuing its commercial, light industrial and office development.

The Village is adjacent to Rockford's Magic Waters, the largest water park in Illinois, with more than 250,000 visitors each year. The park includes five story high water slides, a 1,200 foot lazy river, sand beach volleyball and a play area for smaller children. The residents of Cherry Valley also have the Winnebago County Forest Preserve for recreation with more than 2,000 acres of land, of which 700 are located in Cherry Valley. The Forest Preserve has some of the region's most interesting geological features including forests, wetlands and prairie openings. The preserve borders the Kishwaukee River, an outstanding canoeing and tubing waterway. Golfers will find numerous opportunities within minutes of town including the 18-hole Elliot golf course and 9-hole Newburg Village Golf Course. The Valley Orchard features a variety of apples, cider, honey caramel apples and fall produce. The Village hosts several family-oriented activities including an Easter Egg Hunt, Fourth of July parade and fireworks, Halloween parade and party, an annual street dance and Cherry Valley Festival Days held each August.



VILLAGE OF CHERRY VALLEY

Cherry Valley At A Glance

Incorporated:	January 31, 1857
Population:	3,081
Land Area:	8.72 square miles
County:	Winnebago and Boone
Median Home Value:	\$183,547
Median Household Income:	\$52,342
Households:	1,444
Village Land Use:	31% Commercial 25% Parks and Public Open Space 37% residential 7% light industrial
Current Equalized Assessed Valuation:	\$61 million



THE MUNICIPAL ORGANIZATION

The Village operates with a Village President and six Trustees elected at large for four-year staggered terms. The Village president recommends and the Board of Trustees approves the appointments of the Village Administrator, the Chief of Police, and the Public Works Director. The Village has a history of political and administrative stability. The Village Clerk recently retired after serving more than 30 years, the Village Administrator has been in his position for 25 years, the most recent Public Works Director served for more than 15 years, and the Police Chief was appointed two years ago following a long-serving Police Chief.

The Village has a total budget of \$5.8 million and 26 full-time and 8 part-time employees. The Police employees are the only employees currently represented by a union. The Village is in the process of negotiating the first collective bargaining agreement. The Village employees enjoy a high level of collaboration and camaraderie.

The Village Board meets twice per month and is divided into committees which also each meet twice per month. All public meetings are held on Mondays and Tuesday evenings. The Public Works Director typically has one evening meeting each week with most meetings lasting an hour.

VILLAGE OF CHERRY VALLEY

THE PUBLIC WORKS DEPARTMENT

The Village of Cherry Valley Public Works Department consists of 7 full-time and 8 seasonal employees that perform the following functions: Street maintenance including plowing, street sweeping and patching; street light and traffic signal maintenance; facilities and grounds maintenance including three parks; water production; water and sewer main maintenance; and tree maintenance. All full-time employees have a Class C Water Operator's License and two employees are certified arborists. One employee is also certified in traffic signal maintenance. The Village owns a municipal water system with 2200 customers. There are four wells and two towers. The peak summer pumpage is one million gallons per day and off peak is 600,000 gallons per day. The Village has a SCADA system to monitor the water production process. Water billing is conducted by the Village Treasurer and falls under the supervision of the Public Works Director. The Treasurer reports to the Director of Public Works for this function.



The Village contracts with an outside engineering firm for civil engineering and inspection services. Solid waste, recycling and yard waste is picked up by a private hauler. The Village is a member of the Rock River Reclamation District for sanitary sewer treatment.

CHALLENGES AND OPPORTUNITIES

The next Director of Public Works can expect to work closely with the Village President, Board of Trustees, Administrator and other Village departments:

- The Village enacted a 1% sales tax for a five-year time period which is currently at the halfway mark. The sales tax is dedicated to completing a capital improvement program which was developed by the Public Works Director in collaboration with the elected officials and residents. The Public Works Director works closely with the Village's engineer, contractors and outside agencies to ensure the projects are completed on time and within budget.
- The Village's capital improvements plan includes funding for the construction of a new garage facility. The next Director can expect to work with contractors on the design and coordinate the construction of the new facility.
- The Village of Cherry Valley has several large parcels ready for development. When development is proposed the Public Works Director participates in the review of proposed plans along with other department heads, focusing on water production and distribution and stormwater detention issues.
- The Public Works Director prepares and presents the department's budget including the capital improvements plan. The Director also makes recommendations with respect to hiring, compensation and salary structure within the Public Works Department.

VILLAGE OF CHERRY VALLEY

- The Public Works Director must be comfortable interacting with outside agencies for capital projects. For example, the Village recently received a \$70,000 state grant for a paving project within a Village neighborhood. This project was coordinated by the Director of Public Works.

CANDIDATE QUALIFICATION CRITERIA

The Village of Cherry Valley is seeking candidates with high integrity and a commitment to teamwork and customer service to serve as the Village's next Director of Public Works. The Director must be comfortable serving as a working Director willing to work along with employees when needed. The following education, experience, management, and leadership criteria have been identified by the Village as important skills and abilities for candidates to possess and demonstrate. The starting salary for the position is \$70,000+/- . Residency within ten miles of the Village of Cherry Valley is required within one year.

Education and Experience

Candidates should possess a bachelor's degree in business, public administration, engineering or related field.

Candidates are also expected to have a Class C Water Operator's License and Illinois Commercial Driver's License or obtain these within a reasonable period of time.

Candidates must have a minimum of five to seven years of progressively responsible experience in public works operations.

Candidates must have a strong record of effective collaboration and partnership with other departments, elected officials and residents with the ability to effectively address issues with residents and businesses in a diplomatic manner.

Candidates must have strong oral and written skills and a demonstrated enthusiasm for working closely with elected and appointed officials.

Candidates must have a working knowledge of Microsoft Office Suite including Excel, Word and PowerPoint in order to perform administrative functions and develop the department's annual budget and capital improvement plan.

Candidates must have strong budgeting and fiscal management skills with the ability to seek outside revenue sources and manage effectively within budgetary constraints.



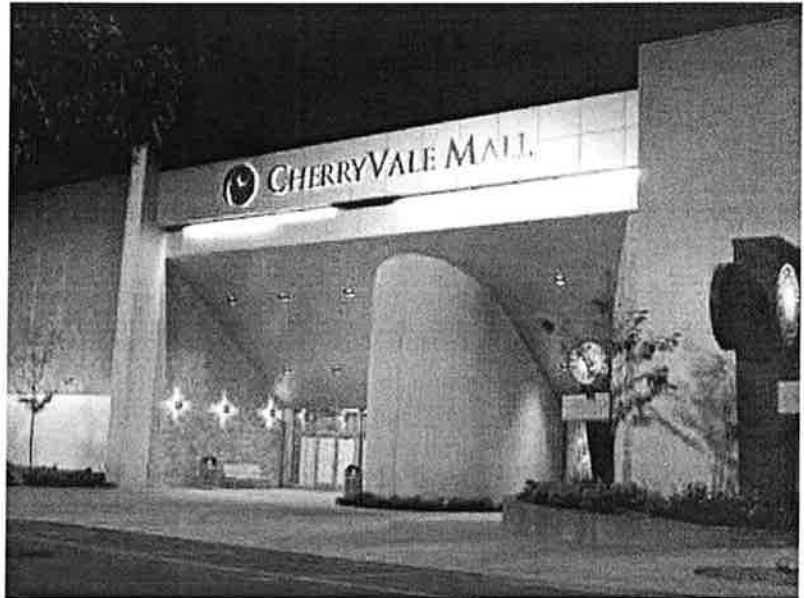
VILLAGE OF CHERRY VALLEY

Candidates must have experience in personnel management including hiring, compensation, and when necessary, discipline.

Candidates must recognize the 24/7 nature of a Public Works Director's position, and be willing to serve as a "working director" when needed.

Candidates must have experience in the development and implementation of capital projects, with a willingness to serve as the Village's "point person."

Candidates must be comfortable working with Village contractors and outside agencies in the implementation of capital improvement projects, understanding when issues need to be brought to the elected officials.



Management and Leadership Style

Possess absolute integrity and honesty in all professional interactions.

Be an enthusiastic, positive and open individual who is genuinely supportive of the goals and mission of the Village.

Possess a style based on confidence in oneself and in the employees that will quickly earn respect, trust, and credibility.



VILLAGE OF CHERRY VALLEY

Possess a strong professional leadership and management presence. In addition, provide timely and straightforward feedback to employees regarding personal performance and achievement of assigned goals and objectives.

Follow a management style that involves a "no surprises" approach in presenting all the facts and alternatives to the Village President, Village Board and staff.

Be an effective listener, responsive to input from the Village President, the Village Board and employees and provide them with prompt and thorough feedback.

Possess strong interpersonal skills, with a demonstrated ability to work and interact openly and effectively with all; be approachable and friendly in interactions with employees and residents.

City of Oak Creek Common Council Report

Meeting Date: September 17, 2013

Item No.: 7

Recommendation: The Finance Committee recommends City Administration develop a plan to stabilize health care costs at current levels for three years to align with the 2014-2016 City of Oak Creek Year Financial Plan and further the committee recommends City Administration to eliminate OPEB liability over time.

Background: The Finance Committee has been considering the cost of funding retirement health care. Every two years the City is required to conduct an actuarial valuation of post-employment benefit costs. Attached is a copy of the last report completed by Millman. After reviewing this report with Millman, the Finance Committee requested alternatives which might be available to control retiree health care costs in the future. Attached is the June 20, 2013 correspondence from Millman as requested by the Finance Committee, which identifies cost containment options.

After discussion at its September 12th meeting and recognizing current fiscal realities, the committee voted and is making a recommendation to the Common Council that City Administration stabilize health care costs at current levels for three years to align with the 2014-2016 City of Oak Creek Year Financial Plan and further to eliminate OPEB liability over time.

Fiscal Impact: The 2013 cost for retiree medical benefits as reported by Millman is \$1,878,000. If the City were to keep existing benefit structures and the assumptions used in the report materialize, these costs would increase in 2021 to \$2,968,000.

Fiscal Review by:



Bridget M. Souffrant
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator



15800 Bluemound Road
Suite 100
Brookfield, WI 53005
USA
Tel +1 262 784 2250
Fax +1 262 923 3680

milliman.com

June 20, 2013

Ms. Bridget M. Souffrant, CMTW
Finance Director / Comptroller
City of Oak Creek
8640 S. Howell Avenue
Oak Creek, Wisconsin 53154

Re: Potential Retiree Medical Options

Dear Bridget:

We thank you for the opportunity to meet with you last week to discuss the City of Oak Creek's OPEB obligations and the results of the valuation we provided in our February 14, 2013 report. As a follow-up to our meeting, you asked us to provide a list of potential options that the City could consider to lower its costs of providing coverage to retirees.

Currently, the City provides health benefits to both early retirees (i.e., pre-Medicare eligibility) and to Medicare eligible retirees, although currently active employees and future hires are no longer eligible for health benefits once they reach Medicare eligibility. Retiree health benefits are subsidized up to 90% of the cost. This letter addresses options to lower the City's GASB 45 liability related to under age 65 retirees.

AVAILABLE OPTIONS

There are several ways the City could lower its costs for pre-65 retirees:

1. Eliminate retiree coverage for new hires: Eliminating coverage for new hires does not impact the current liability since the valuation does not include anticipated new hires. Over time the liability will decrease as retirees reach age 65 and no new entrants are included. However, it typically takes many years before any material reduction occurs because new hires comprise a very small percentage of the overall liability.
2. Phase out retiree coverage for current employees (with no coverage for new hires): Eliminating coverage for some current employees can have a significant impact on the liability. Possible considerations for those to grandfather include:
 - > Employees who are close to retirement eligibility, e.g., within five years
 - > Employees who are currently eligible for retirement benefits
 - > Employees who retire within a certain period of time, e.g., within one year
3. Increase the age at which retirees are eligible for City-subsidized insurance. Increasing the eligibility age will reduce the number of years of coverage, thereby reducing the liability. The age requirement could be phased in, grandfathering those near retirement.

■ Milliman

Ms. Bridget M. Souffrant
June 20, 2013
Page 2

4. Increase the service requirement to be eligible for City-subsidized insurance. The service requirement could be phased in, grandfathering those near retirement.
5. Decrease the City-subsidy percentage: The City currently subsidizes up to 90% of the premium in certain situations. As the level of subsidy decreases, the percentage of employees who elect retiree coverage will tend to decrease, further reducing the liability. The reduced rate of election can be reflected in the participation assumption; instead of assuming 100% of future retirees will elect medical coverage, perhaps assume only 90% will elect medical coverage. The City subsidy could be reduced for all years. Alternatively, it could be changed to a tiered structure, such as 0% up through age 59, then 90% for age 60 and beyond. This would limit the number of years of City subsidy.
6. Move from blended pre-65 premiums to separate premiums for active employees and retirees: Currently the pre-65 premium is a blended premium representing the average cost for active employees and retirees combined. Expected claims for pre-65 retirees are significantly higher than the blended claim costs due to both age and status (active employees are often healthier than retirees of the same age). When the "full premium" for retirees is based on the blended claim, this creates what is known as an implicit rate subsidy. In other words, the City is providing a subsidy even when retirees are paying the full COBRA rate. Moving to separate premiums for retirees eliminates this subsidy and significantly decreases the liability. Similar to #5, as the City subsidy decreases, the percentage of employees who elect retiree coverage will tend to decrease, further reducing the liability. Also note that if separate rates are implemented, this would reduce the premium for active employees. To the extent that active employees pay a percentage of the premium, the City's active insurance costs would increase.
7. Base City contributions on the premium rate at retirement: The City could freeze its contribution at a percentage of the premium during the first year of retirement, and have the retiree absorb future increases while the City's contribution remains a level dollar amount during the eligibility period. This option shifts the medical inflation risk from the City to retirees.
8. Set the City's contribution as a set dollar amount for the entire retirement period: This is more of a "defined contribution" approach. Under this scenario, the City would set an amount of money available for retiree coverage at the time of retirement (e.g., \$60,000). This pool of money would be drawn upon until depleted at which time the retiree would either be removed from the plan or allowed to continue paying 100% of the premium. If the retiree can continue on the program by paying 100% of the premium, self-supporting premium should be used (see Item #6 above).
9. Cap the City's contribution at a set dollar amount per year: Similar to #7 and #8 above, the City could set a cap on the annual amount they will contribute in a year. The cap could be set above the current annual costs, so that the cap will not impact current retirees and, depending on how high the cap is set, may not have a material impact on those active employees approaching retirement. However, most of the inflation risk would be transferred from the City to the retirees.

An important consideration if you pursue #8 or another variation of a defined contribution approach is the implicit rate subsidy. If you allow retirees to purchase their coverage through the City's plan and you continue to use a combined active and pre-65 retiree rate, you will still have the implicit rate subsidy for these retirees even if they pay 100% of the combined rate.



Finally, as we discussed during our meeting, the Affordable Care Act (ACA) may provide a structure you can use to reduce the City's costs for retirees, although there is considerable uncertainty at this time. Because of the age rating restrictions contained in the ACA (3:1 limit for ages 20 to 64), coverage for pre-65 retirees should become more affordable, all else being equal, because older adults will be subsidized somewhat by younger adults. However, it is too early to determine the overall impact on fully insured rates that will be available through the health insurance exchanges. In addition, it may be another two or three years before the market settles down and we know, with more certainty, the cost of the various plans that will be available through the exchanges.

CAVEATS AND LIMITATIONS

This letter is intended for the internal use of City of Oak Creek and it should not be distributed, in whole or in part, to any external party without the prior written permission of Milliman. We do not intend this information to benefit any third party even if we permit the distribution of our work product to such third party.

This letter is designed to assist the City in evaluating its options for providing retiree coverage to eligible retirees. This information may not be appropriate, and should not be used, for other purposes.

The terms of Milliman's Consulting Services Agreement with the City of Oak Creek dated November 22, 2010 apply to this letter and its use.

Bridget, thank you for the opportunity to assist you with this project. Please call Tim Bleick (262-796-3339) or me (262-796-3438) if you have any questions.



Sincerely,

Gerald R. Bernstein, FSA, MAAA
Principal and Consulting Actuary

Timothy S. Bleick, FSA, EA, MAAA
Principal and Consulting Actuary

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February 14, 2013

Mr. Gerald Peterson, City Administrator
City of Oak Creek
8640 South Howell Avenue
PO Box 27
Oak Creek, Wisconsin 53154

-and-

Ms. Annette Stenzel, Accounting Supervisor
Oak Creek Water and Sewer Utility
170 West Drexel Avenue
Oak Creek, Wisconsin 53154

Re: Retiree Medical Expense and Liability Calculations Under GASB Statement 45


Dear Mr. Peterson and Ms. Stenzel:

Enclosed is our report which presents the results of our calculations under Statement No. 45 of the Governmental Accounting Standards Board, "Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions," for the City of Oak Creek Retiree Medical Benefit Program. This report includes the Oak Creek Utility Retiree medical program. All necessary splits are included in Appendices B and C.

Please feel free to call if you have any questions regarding this report.

Sincerely,


Timothy S. Bleick, FSA, EA, MAAA
Principal and Consulting Actuary


Gerald R. Bernstein, FSA, MAAA
Principal and Consulting Actuary

TSB/GB/KI

Enclosure



CITY OF OAK CREEK
(Includes Oak Creek Utility)

Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

Prepared by:
Milliman, Inc.

Timothy S. Bleick, FSA, EA, MAAA
Principal and Consulting Actuary

Gerald R. Bernstein, FSA, MAAA
Principal and Consulting Actuary

February 14, 2013

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CITY OF OAK CREEK
(Includes Oak Creek Utility)

Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

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This material assumes that the reader is familiar with the City of Oak Creek's post-employment benefit programs, their benefits, eligibility, administration and other factors. The material was prepared solely to provide assistance to the City of Oak Creek in reviewing the impact of the GASB Statement on the City's financial statements. It may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. This material should only be reviewed in its entirety.



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February 14, 2013

City of Oak Creek
8640 South Howell Avenue
PO Box 27
Oak Creek, Wisconsin 53154

–and–

Oak Creek Water and Sewer Utility
170 West Drexel Avenue
Oak Creek, Wisconsin 53154

Re: Actuarial Valuation of Retiree Medical Benefits for the City of Oak Creek

Ladies and Gentlemen:

Pursuant to your request, we have completed an actuarial determination of the benefit cost and funded status relating to the future retiree medical benefits of the City of Oak Creek as of January 1, 2012. The results of our calculations are set forth in the following report, as are the actuarial assumptions and methods on which our calculations have been made. Our determinations reflect the procedures and methods as prescribed in Statement No. 45 of the Governmental Accounting Standards Board, "Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions."

Actuarial computations under Statement No. 45 are for purposes of fulfilling certain employer accounting requirements. The calculations reported herein have been made on a basis consistent with our understanding of the Statements. Determinations for purposes other than meeting the plan or employer financial accounting requirements of the Statements may differ significantly from the results reported herein.

In preparing this report, we have relied without audit on the employee data, plan provisions, and the value of the plan assets and other plan financial information as provided by your office. If any of this information as summarized in this report is inaccurate or incomplete, the results shown could be materially affected and this report may need to be revised.

The Patient Protection and Affordable Care Act of 2010 (PPACA) has been reflected to the extent that the plan has been amended to reflect required changes (such as the coverage of dependents to age 26, the elimination of any prohibited benefit maximums, and the potential impact of the excise tax on high cost health plans). Future potential changes under PPACA have not been reflected in this analysis as the specific impact cannot be determined at this time.

This report is intended for the sole use of the addressee and is intended only to supply sufficient information for the City to comply with the stated purpose of the report and may not be appropriate for other business purposes. Reliance on information contained in this report by anyone for other than the intended purpose puts the relying entity at risk of being misled. Accordingly, no person or entity, including the addressee, should base any representations or warranties in any business agreement on any statements or conclusions contained in this report without the written consent of Milliman, Inc. In addition, this report should not be distributed to outside parties without consent of Milliman, Inc.

This report and its use are subject to the terms of our Consulting Services Agreement with the City of Oak Creek dated November 22, 2010.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the applicable Actuarial Standards of Practice. We further certify that, in our opinion, each actuarial assumption, method and technique used is reasonable taking into account the experience of the Plan and reasonable expectations. Nevertheless, the emerging liabilities and costs of the plan will vary from those presented in this report to the extent that actual experience differs from that projected by the actuarial assumptions.


Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of future measurements.

We further certify that, in our opinion, each actuarial assumption, method and technique used is reasonable taking into account the experience of the plan and reasonable expectations. Nevertheless, the emerging liabilities and costs of the plan will vary from those presented in this report to the extent that actual experience differs from that projected by the actuarial assumptions.

We, Timothy S. Bleick and Gerald R. Bernstein, are actuaries for Milliman, Inc. We are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,
Milliman, Inc.

Timothy S. Bleick, FSA, EA, MAAA
Principal and Consulting Actuary



Gerald R. Bernstein, FSA, MAAA
Principal and Consulting Actuary

TSB/GB/af

**CITY OF OAK CREEK
(Includes Oak Creek Utility)**

**Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012**

I. INTRODUCTION AND PURPOSE

Milliman, Inc. prepared this report at the request of the City of Oak Creek's management to estimate the cost of the City of Oak Creek's current retiree health benefit program. The intended purpose of this information is to provide actuarial cost information to the City of Oak Creek to help with financial and benefit planning. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. The report should only be used in its entirety to assure complete understanding of the estimates and the methodology and assumptions underlying the estimates.

In preparing this report, we relied on the overall employee census, premium rates, and benefit information provided by the City of Oak Creek. We checked the information for reasonableness, but we did not audit the information. To the extent that any of this data or information is incorrect, the results of this report may need to be revised.

A number of assumptions have been made in projecting retiree health costs that should be reviewed prior to interpreting the results shown in this report. These assumptions and methodology are described in this report. The projections in this report are estimates and, as such, the City of Oak Creek's actual liability will vary from these estimates. The actual liability will not be known until such time that all eligibility is exhausted and all benefits are paid. The projections and assumptions should be updated as actual costs under this program develop.

CITY OF OAK CREEK
(Includes Oak Creek Utility)

Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

II. COST PROJECTION RESULTS

The actuarial balance sheet is a demonstration of the basic actuarial equation that the actuarial present value of total projected benefits to be paid to the active, retired, and vested terminated participants must equal the assets on hand plus the actuarial present value of future contributions to be received. Accordingly, the status of the plan in balance sheet form as of January 1, 2012 and January 1, 2013 is shown below:

TABLE 1

	<u>January 1, 2012</u>	<u>January 1, 2013</u>
I. Actuarial Present Value of Total Projected Benefits		
216 Active Participants	\$ 36,306,614	\$ 37,459,019
221 Retired Participants	<u>39,061,878</u>	<u>38,352,773</u>
Grand Total Actuarial Present Value of Total Projected Benefits	\$75,368,492	\$75,811,792
II. Assets and Future Employer Contributions		
Assets	\$ 0	\$ 0
Unfunded Actuarial Accrued Liability	57,307,289	58,626,384
Present Value of Future Normal Costs (including the current year)	<u>18,061,203</u>	<u>17,185,408</u>
Total Assets and Future Employer Contributions	\$75,368,492	\$75,811,792

Liabilities and contributions shown in this report are computed using the Unit Credit Method of funding. The objective under this method is to expense each participant's benefit under the plan as they accrue. At the time the Funding Method is introduced, there will be a liability which represents the contributions which would have been accumulated if this method of funding had always been used. The difference between this liability and the assets (if any) is the unfunded liability, which is typically funded over a chosen period in accordance with an amortization schedule. These calculations for 2012 and 2013 are shown below:

TABLE 2

	<u>2012</u>	<u>2013</u>
A. <u>Employer Normal Costs</u> (Unit Credit Actuarial Cost Method)		
(1) Current Year Normal Cost – January 1	\$ 1,416,740	\$ 1,462,784
(2) Assumed Interest to the End of the Year	<u>46,044</u>	<u>47,540</u>
(3) Current Year Normal Cost – December 31: [(1) + (2)]	\$ 1,462,784	\$ 1,510,324
B. <u>Determination of Current Year Amortization Payment</u>		
(1) Unfunded Actuarial Liability (see Table 1)	\$57,307,289	\$58,626,384
(2) Amortization Period	30 years	30 years
(3) Level Dollar Amortization Factor	19.5988	19.5988
(4) Amortization Amount – January 1: [(1) / (3)]	2,924,020	2,991,325
(5) Assumed Interest to the End of the Year	<u>95,031</u>	<u>97,218</u>
(6) Amortization Amount – December 31: [(4) + (5)]	\$ 3,019,051	\$ 3,088,543

This material assumes that the reader is familiar with the City of Oak Creek's post-employment benefit programs, their benefits, eligibility, administration and other factors. The material was prepared solely to provide assistance to the City of Oak Creek in reviewing the impact of the GASB Statement on the City's financial statements. It may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. This material should only be reviewed in its entirety.

CITY OF OAK CREEK
(Includes Oak Creek Utility)
Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

II. COST PROJECTION RESULTS *(continued)*

DISCLOSURES

TABLE 3

Fiscal Year-End	<u>12/31/2012</u>	<u>12/31/2013</u> ^{***}	
I. Determination of Annual Required Contribution			
(1) Discount Rate at Beginning of Fiscal Year	3.25%	3.25%	
(2) Normal Cost for Benefits Attributable to Service in the Year	\$ 1,462,784	\$ 1,510,324	
(3) Amortization of Unfunded Actuarial Accrued Liability	<u>3,019,051</u>	<u>3,088,543</u>	
(4) Annual Required Contribution (ARC): (2) + (3)	\$ 4,481,835	\$ 4,598,867	
II. Net OPEB Obligation			
(1) Annual Required Contribution	\$ 4,481,835	\$ 4,598,867	
(2) Interest on Net OPEB Obligation	679,102	748,027**	
(3) Adjustment to Annual Required Contribution*	<u>(1,066,159)</u>	<u>(1,174,369)**</u>	
(4) Annual OPEB Cost (Expense)	\$ 4,094,778	\$ 4,172,525**	
(5) Contributions Made	<u>(1,974,000)**</u>	<u>(1,878,000)**</u>	
(6) Increase in Net OPEB Obligation	\$ 2,120,778**	\$ 2,294,525**	
(7) Net OPEB Obligation – Beginning of Year	20,895,446	23,016,224**	
(8) Net OPEB Obligation – End of Year	\$23,016,224**	\$25,310,749**	
III. OPEB History			
<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
12/31/09	6,689,399	47.3%	8,008,385
12/31/10	8,096,390	22.1%	14,315,775
12/31/11	8,414,671	21.8%	20,895,446
12/31/12	4,094,778	48.2%**	23,016,224**
12/31/13	4,172,525**	45.0%**	25,310,749**

* To offset, approximately, the amortization of the net experience losses (or gains) from past contribution deficiencies (or excess contributions) in relation to the ARC.

** We have assumed that the employer will contribute roughly the "pay-as-you-go" costs for the current year in this illustration. "Pay-as-you-go" costs should be total claim payments paid by the employer on behalf of retirees net of payments received from retirees.

***If a significant plan change or a significant change in the covered population occurs, these numbers will need to be revised.

Funded Status and Funding Progress. As of January 1, 2012, the most recent actuarial valuation date, the plan was 0% funded. The actuarial accrued liability for benefits was \$57,307,289, and the actuarial value of assets was \$0, resulting in an unfunded actuarial accrued liability (UAAL) of \$57,307,289.

This material assumes that the reader is familiar with the City of Oak Creek's post-employment benefit programs, their benefits, eligibility, administration and other factors. The material was prepared solely to provide assistance to the City of Oak Creek in reviewing the impact of the GASB Statement on the City's financial statements. It may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. This material should only be reviewed in its entirety.

CITY OF OAK CREEK
(Includes Oak Creek Utility)
Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

II. COST PROJECTION RESULTS *(continued)*

REQUIRED SUPPLEMENTARY INFORMATION

TABLE 4

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) – Unit Credit (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll (b-a)/c
12/31/08	\$0	\$65,760,686	\$65,760,686	0.0%	*	*
12/31/10	0	89,231,880	89,231,880	0.0	*	*
01/01/12	0	57,307,289	57,307,289	0.0	*	*
01/01/13	0	58,626,384	58,626,384	0.0	*	*

* To be completed by Employer

TABLE 5

Cash Flow Projections, the Annual Undiscounted Cost of Retiree Medical Benefits Current Retiree plus Current Active Employees

Year	Utility (Dept 13)	Police (Dept 60)	Fire (Dept 65)	All Others	Total
2012	\$204,000	\$ 527,000	\$ 463,000	\$ 780,000	\$1,974,000
2013	205,000	506,000	453,000	714,000	1,878,000
2014	234,000	560,000	495,000	730,000	2,019,000
2015	266,000	601,000	553,000	805,000	2,225,000
2016	264,000	675,000	622,000	843,000	2,404,000
2017	280,000	741,000	634,000	885,000	2,540,000
2018	311,000	782,000	681,000	942,000	2,716,000
2019	292,000	784,000	730,000	955,000	2,761,000
2020	280,000	740,000	787,000	1,022,000	2,829,000
2021	256,000	805,000	869,000	1,038,000	2,968,000

This material assumes that the reader is familiar with the City of Oak Creek's post-employment benefit programs, their benefits, eligibility, administration and other factors. The material was prepared solely to provide assistance to the City of Oak Creek in reviewing the impact of the GASB Statement on the City's financial statements. It may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. This material should only be reviewed in its entirety.

CITY OF OAK CREEK
(Includes Oak Creek Utility)
Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

III. METHODOLOGY

Our general methodology to calculate the net present value consisted of the following steps:

- (1) Estimate the number of current active employees that will be employed at the City of Oak Creek each year after January 1, 2012 until all current employees are either retired or no longer employed by the City of Oak Creek.
- (2) Project the number of retired participants that will be alive each year after January 1, 2012 until all participants are presumed to have exhausted their benefit eligibility.
- (3) Project the net retiree medical costs (and net administrative expenses) per participant for each year and for each age category using the January 1, 2012 estimated claim costs as a starting point and increasing the claim costs each year by the assumed annual rates of medical inflation.
- (4) Estimate the total net claim costs for each year as follows: (2) x (3)
- (5) Determine the total present value of the net claim costs by discounting (4) for each year back to January 1, 2012 at the assumed discount rate.

We calculated the liability estimates using actuarial assumptions summarized in Section V. We prepared assumptions as to claim costs, premium rates, annual trends in the utilization and cost of medical care, participation rates, termination rates, retirement rates, disability rates, and mortality based on information provided by the City of Oak Creek, and our judgment.

We based our calculations on the detailed census data provided. This data provided the age and gender for retirees and actives and spouse age for married retirees. For spouses of current active participants, we assumed the spouse age was the same as the employee age.

CITY OF OAK CREEK
(Includes Oak Creek Utility)
Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

IV. ACTUARIAL COST METHOD

Unit Credit Actuarial Cost Method

The actuarial cost method determines, in a systematic way, the incidence of plan sponsor contributions required to provide plan benefits. It also determines how actuarial gains and losses are recognized in post-employment benefit costs. These gains and losses result from the difference between the actual experience under the plan and the experience anticipated by the actuarial assumptions.

The cost of the Plan is derived by making certain specific assumptions as to rates of interest, mortality, turnover, etc. which are assumed to hold for many years into the future. Since actual experience may differ somewhat from the assumptions, the costs determined by the valuation must be regarded as estimates of the true costs of the Plan.

Actuarial liabilities and comparative costs shown in this Report were computed using the Unit Credit Actuarial Cost Method, which recognized the following cost components:

1. **The Normal Cost** is the Actuarial Present Value of benefits accruing during the valuation year. For purposes of this valuation, we have accrued costs through full eligibility age for the benefits provided.
2. **The Actuarial Accrued Liability** is the Actuarial Present Value of benefits accrued as of the valuation date.
3. **Valuation Assets** are equal to the Actuarial Value of Investments.
4. **Unfunded Actuarial Accrued Liability** is amortized over 30 years from the valuation date in level dollar payments.

CITY OF OAK CREEK
(Includes Oak Creek Utility)

Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

V. ACTUARIAL ASSUMPTIONS

The following actuarial assumptions were used in the development of the City of Oak Creek's retiree health cost projections. Where consistent with the terms of the plan, actuarial assumptions have utilized the assumptions for the Wisconsin Retirement System (WRS) as provided in the December 31, 2011 Actuarial Valuation report.

1. **Interest Discount Rate:** 3.25% compounded annually.

2. **Mortality:**

Pre-Retirement: WRS mortality rates for active members. Separate rates for males and females as appropriate. Sample rates are shown in the rate table in Appendix A. Full generational projection using Scale AA.

Post-Retirement: WRS mortality rates for retired members. Separate rates for males and females as appropriate. Sample rates are shown in the rate table in Appendix A. Full generational projection using Scale AA.

Post-Disability: WRS mortality rates for disabled members. Separate rates for males and females as appropriate. Sample rates are shown in the rate table in Appendix A.

3. **Employee Turnover/Withdrawal:** Ten-year select and ultimate rates of WRS for Protective with Social Security for Police and Fire Department employees and General Employee for all other employees. Separate rates for males and females. Ultimate rates after the tenth year are shown in the rate table in Appendix A. Select rates are as follows:

Year	General Employee Male Rate	General Employee Female Rate	Protective with Social Security
1	21.0%	20.0%	13.0%
2	13.0%	14.0%	7.0%
3	9.0%	10.0%	4.6%
4	7.0%	8.2%	4.1%
5	5.8%	7.2%	3.2%
6	4.7%	6.2%	3.0%
7	4.3%	5.3%	2.7%
8	4.0%	4.7%	2.5%
9	3.5%	4.4%	2.3%
10	3.0%	4.0%	1.9%

4. **Disablement:** WRS disability rates for Protective with Social Security for Police and Fire Department employees and General Employee for all other employees. Separate rates for General Employees for males and females. Rates are shown in the rate table in Appendix A.

5. **Retirement:** WRS retirement rates for Protective with Social Security for Police and Fire Department employees and General Employee for all other employees. Separate rates for General Employees for male and females. Rates are shown in the rate table in Appendix A.

This material assumes that the reader is familiar with the City of Oak Creek's post-employment benefit programs, their benefits, eligibility, administration and other factors. The material was prepared solely to provide assistance to the City of Oak Creek in reviewing the impact of the GASB Statement on the City's financial statements. It may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. This material should only be reviewed in its entirety.

**CITY OF OAK CREEK
(Includes Oak Creek Utility)**

**Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012**

6. Percentage of Retirees Participating In Retiree Medical Coverage:

Future retirees: 99% of current employees are expected to participate in the City of Oak Creek's retiree health insurance plan.

Current retirees: Actual retiree participation.

7. Percentage of Retirees Electing Family Coverage:

Future retirees: 70% of future retirees that take coverage are assumed to elect family coverage.

Current retirees: Actual family coverage election.

8. Age Difference of Active Employees and Spouses: Spouses same age as participants.

9. Annual Medical Trend Rate Assumptions: Based on recent experience, the experience of medical insurers, Milliman's future trend expectations, and judgment. The trend rates reflect the anticipated impact of the excise tax on high cost health plans beginning in 2018. The first year trend rates reflect the full impact of the additional provider discounts (pre-Medicare) and the changes in the premium rates (post-Medicare).

Annual Medical Trend Rate	
2012	1.90%/(14.10%)*
2013	8.50
2014	7.20
2015	6.70
2016	6.60
2017	6.60
2018	6.10
2019	6.30
2020	6.70
2030	6.40
2040	5.90
2050	5.60
2060	5.40
2070	5.30
2080	4.80
Ultimate (2082)	4.70

* Pre-Medicare/Post-Medicare split in 2012

10. Expected 2012 Monthly Medical Costs per Retiree: We developed estimates of the 2012 monthly medical costs per retiree by age based on the City's current premium and claims experience, adjusted for demographic differences between retirees and all participants (actives and retirees combined).

Age	Male		Female	
	Single	Family	Single	Family
55	\$870	\$1,811	\$913	\$1,809
60	1,121	2,218	1,070	2,218
64	1,404	2,706	1,276	2,706
65	382	766	384	766
70	433	863	430	863
75	483	958	475	958

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CITY OF OAK CREEK
(Includes Oak Creek Utility)
Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

VI. DATA

1. **Monthly 2012 Retiree Premiums:** The current retiree premium rates paid by retirees are shown in the following table.

Monthly 2012 Health Insurance Premiums			
	Single	Subscriber + One	Family
Pre-65	\$844.83	\$1,555.51	\$2,211.40
Medicare	477.67	N/A	N/A

2. **Participant Data:** We relied on the following medical plan participant data as of December 2012. We have assumed no significant changes in the participant data between January 1, 2012 and December 2012.

	Participant Count	Average Age	Average Service
Active Employees			
Dept. 13 Utility	27	46.6	13.8
Dept. 60 Police	71	38.0	10.9
Dept. 65 Fire	44	38.3	11.7
All Others	74	48.2	12.9
Total	216	42.6	12.1
Retirees			
Dept. 13 Utility	19	67.4	
Dept. 60 Police	52	69.2	
Dept. 65 Fire	53	69.4	
All Others	97	72.9	
Total	221	70.7	

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CITY OF OAK CREEK
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Actuarial Valuation of Retiree Medical Benefits
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VII. PLAN PROVISIONS

Retiree Eligibility and Benefits:

Utility	Employees hired prior to 01/01/83 and retired prior to 12/31/06 pay the same as actives and get benefits for life after retiring with 10 years of service. Employees hired 01/01/83 – 12/31/05 and retire prior to 12/31/05 pay 40% of the pre- and post-65 premium after retiring with 10 years of service. Employees hired 01/01/83 - 12/31/05 and retire after 12/31/08 pay 20% of the pre-65 premium and are not eligible for post-65 coverage after retiring with 10 years of service. Employees hired after 12/31/05 pay 20% of the pre-65 premium and are not eligible for post-65 coverage after retiring with 15 years of service. No Post-65 insurance for employees active on January 1, 2012 or later.
Local 133- General/Labor	Employees hired prior to 12/31/05 need 10 years of service, after 12/31/05, 15 years of service are required. Employees hired prior to 01/01/09 are eligible for post-65 insurance. Those hired after 01/01/09 are not. Future retirees are required to pay 20% of the premium to participate in the plan. No Post-65 insurance for employees active on January 1, 2012 or later.
Local 1848- Firefighters	Employees who attain 10 years of service who retired prior to May 4, 2010 shall be eligible for retiree level of health insurance as of the prior bargaining agreement (5%). After May 4, 2010 retirees pay same as current employees (10%). No post-65 insurance available for employees hired after May 4, 2010. No Post-65 insurance for employees active on January 1, 2012 or later.
Police Supervisors	Employees hired prior to 12/31/05 need 10 years of service, after 12/31/05, 15 years of service are required. Employees hired prior to 01/01/09 are eligible for post-65 insurance. Those hired after 01/01/09 are not. Future retirees are required to pay 10% of the premium to participate in the plan. No Post-65 insurance for employees active on January 1, 2012 or later.
Police Officers	Employees hired prior to 12/31/05 need 10 years of service, after 12/31/05, 15 years of service are required. Employees hired prior to 01/01/09 are eligible for post-65 insurance. Those hired after 01/01/09 are not. Future retirees are required to pay 10% of the premium to participate in the plan. No Post-65 insurance for employees active on January 1, 2012 or later.
Dispatchers+	Employees hired after 02/01/95 need 15 years of service. Employees who retired prior to 12/31/05 have post-65 Medicare supplemental insurance. Future retirees are required to pay 40% of the premium. No Post-65 insurance for employees active on January 1, 2012 or later.

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CITY OF OAK CREEK
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Actuarial Valuation of Retiree Medical Benefits
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VIII. GLOSSARY

The following is an explanation of many of the terms referenced by the Statement of the Governmental Accounting Standards Board, "Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions".

1. **Actuarial Cost Method.** This is a procedure for determining the Actuarial Present Value of Benefits and allocating it to time periods to produce the Actuarial Accrued Liability and the Normal Cost. The Statement assumes a closed group of employees and other participants unless otherwise stated; that is, no new entrants are assumed. Six methods are permitted – Unit Credit, Entry Age Normal, Attained Age, Aggregate, Frozen Entry Age, and Frozen Attained Age.
2. **Actuarial Accrued Liability.** This is the portion of the Actuarial Present Value of Benefits attributable to periods prior to the valuation date by the Actuarial Cost Method (i.e., that portion not provided by future Normal Costs).
3. **Actuarial Present Value of Benefits.** This is the value, as of the applicable date, of future payments for benefits and expenses under the Plan, where each payment is:
 - (a) Multiplied by the probability of the event occurring on which the payment is conditioned, such as the probability of survival, death, disability, termination of employment, etc.; and
 - (b) Discounted at the assumed discount rate.
4. **Actuarial Value of Assets.** This is the value of cash, investments and other property belonging to the Plan, as used by the actuary for the purpose of an Actuarial Valuation.
5. **Amortization Payment.** This is the amount of the contribution required to pay interest on and to amortize over a given period the Unfunded Actuarial Accrued Liability or the Unfunded Frozen Actuarial Accrued Liability. A closed amortization period is a specific number of years counted from one date and reducing to zero with the passage of time; an open amortization period is one that begins again or is recalculated at each actuarial valuation date.
6. **Annual Required Contribution ("ARC").** This is the employer's periodic required contribution to a defined benefit OPEB plan, calculated in accordance with the set of requirements for calculating actuarially determined OPEB information included in financial reports.
7. **Attribution Period.** The period of an employee's service to which the expected postretirement benefit obligation for that employee is assigned. The beginning of the attribution period is the employee's date of hire. The end of the attribution period is the full retirement eligibility date. For disability retirement, the end of the attribution period is the date of disability.
8. **Benefit Payments.** The monetary or in-kind benefits or benefit coverage to which participants may be entitled under a postemployment benefit plan, including health care benefits and life insurance not provided through a pension plan.
9. **Funding Excess.** This is the excess of the Actuarial Value of Assets over the actuarial accrued liability.

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CITY OF OAK CREEK
(Includes Oak Creek Utility)
Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

VIII. GLOSSARY *(continued)*

10. **Normal Cost.** This is the portion of the Actuarial Present Value of Benefits allocated to a valuation year by the Actuarial Cost Method.
11. **Net OPEB Obligation.** This is the cumulative difference since the effective date of this statement between annual OPEB cost and the employer's contributions to the plan, including the OPEB liability (asset) at transition, if any, and excluding (a) short-term differences and (b) unpaid contributions that have been converted to OPEB-related debt.
12. **Other Postemployment Benefits ("OPEB").** This refers to postemployment benefits other than pension benefits, including healthcare benefits regardless of the type of plan that provides them, and all other postemployment benefits provided separately from a pension plan, excluding benefits defined as termination benefits or offers.
13. **Return on Plan Assets.** This is the actual investment return on plan assets during the fiscal year.
14. **Substantive Plan.** The terms of the postretirement benefit plan as understood by an employer that provides postretirement benefits and the employees who render services in exchange for those benefits. The substantive plan is the basis for the accounting for the plan.
15. **Unfunded Actuarial Accrued Liability.** This is the excess of the actuarial accrued liability over the Actuarial Value of Assets.

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**CITY OF OAK CREEK
(Includes Oak Creek Utility)**

**Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012**

APPENDIX A: RATE TABLES

General Employee

Separations from active status expressed as number of occurrences per 10,000:

Age	Withdrawal		Early Retirement		Normal Retirement*		Death		Disability	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
25	N/A	N/A	0	0	0	0	3	1	1	1
26	N/A	N/A	0	0	0	0	3	1	1	1
27	N/A	N/A	0	0	0	0	3	1	1	1
28	N/A	N/A	0	0	0	0	3	1	1	3
29	N/A	N/A	0	0	0	0	4	1	1	3
30	300	370	0	0	0	0	4	1	1	3
31	300	360	0	0	0	0	4	1	1	3
32	300	350	0	0	0	0	4	2	1	3
33	280	340	0	0	0	0	4	2	1	3
34	260	330	0	0	0	0	4	2	1	4
35	250	320	0	0	0	0	4	2	1	4
36	230	310	0	0	0	0	4	2	1	4
37	210	300	0	0	0	0	4	2	2	4
38	200	290	0	0	0	0	4	2	3	5
39	190	280	0	0	0	0	5	3	4	6
40	190	260	0	0	0	0	5	3	4	6
41	180	250	0	0	0	0	5	3	6	7
42	170	240	0	0	0	0	6	3	6	7
43	160	230	0	0	0	0	6	4	7	8
44	160	220	0	0	0	0	7	4	8	9
45	150	210	0	0	0	0	7	4	8	9
46	140	200	0	0	0	0	8	5	8	9
47	140	190	0	0	0	0	9	5	8	9
48	130	190	0	0	0	0	10	5	12	11
49	130	180	0	0	0	0	11	6	15	12
50	130	180	0	0	0	0	12	6	17	14
51	120	170	0	0	0	0	13	7	20	14
52	120	170	0	0	0	0	15	8	23	16
53	120	170	0	0	0	0	17	9	27	19
54	120	170	0	0	0	0	19	11	29	22
55	0	0	800	600	0	0	21	13	34	25
56	0	0	800	600	0	0	23	15	38	27
57	0	0	500	500	2,400	1,900	25	17	41	31
58	0	0	500	500	2,400	1,900	27	20	46	32
59	0	0	500	500	2,400	1,900	28	21	50	33

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CITY OF OAK CREEK
(Includes Oak Creek Utility)
Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

General Employee

Separations from active status expressed as number of occurrences per 10,000:

Age	Withdrawal		Early Retirement		Normal Retirement*		Death		Disability	
	Male	Female	Male	Female	Male	Age	Male	Female	Male	Female
60	0	0	800	800	2,400	1,900	30	22	60	35
61	0	0	800	800	2,000	1,900	32	23	0	0
62	0	0	1,700	1,600	3,300	2,900	33	25	0	0
63	0	0	1,700	1,600	3,300	2,900	37	28	0	0
64	0	0	1,700	1,600	2,400	2,500	42	30	0	0
65	0	0	0	0	2,600	2,500	47	33	0	0
66	0	0	0	0	2,800	2,800	52	37	0	0
67	0	0	0	0	1,500	1,500	59	38	0	0
68	0	0	0	0	1,500	1,500	66	42	0	0
69	0	0	0	0	1,500	1,500	73	47	0	0
70	0	0	0	0	1,500	1,500	82	53	0	0
71	0	0	0	0	1,500	1,500	91	60	0	0
72	0	0	0	0	1,500	1,500	100	68	0	0
73	0	0	0	0	1,500	1,500	116	77	0	0
74	0	0	0	0	1,500	1,500	132	87	0	0
75	0	0	0	0	10,000	10,000	150	98	0	0

*Normal retirement assumptions apply to employees with 30 or more years of service.

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**CITY OF OAK CREEK
(Includes Oak Creek Utility)**

**Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012**

Protective with Social Security

Separations from active status expressed as number of occurrences per 10,000:

Age	Withdrawal		Early/Normal Retirement		Death		Disability	
	Male	Female	Male	Female	Male	Female	Male	Female
25	N/A	N/A	0	0	3	1	2	2
26	N/A	N/A	0	0	3	1	2	2
27	N/A	N/A	0	0	3	1	2	2
28	N/A	N/A	0	0	3	1	2	2
29	N/A	N/A	0	0	4	1	2	2
30	190	190	0	0	4	1	2	2
31	190	190	0	0	4	1	2	2
32	190	190	0	0	4	2	2	2
33	180	180	0	0	4	2	2	2
34	170	170	0	0	4	2	2	2
35	170	170	0	0	4	2	3	3
36	160	160	0	0	4	2	3	3
37	150	150	0	0	4	2	3	3
38	140	140	0	0	4	2	4	4
39	140	140	0	0	5	3	4	4
40	130	130	0	0	5	3	4	4
41	130	130	0	0	5	3	4	4
42	120	120	0	0	6	3	4	4
43	120	120	0	0	6	4	5	5
44	120	120	0	0	7	4	5	5
45	110	110	0	0	7	4	6	6
46	110	110	0	0	8	5	6	6
47	110	110	0	0	9	5	7	7
48	110	110	0	0	10	5	8	8
49	110	110	0	0	11	6	9	9
50	100	100	800	800	12	6	9	9
51	100	100	800	800	13	7	10	10
52	100	100	900	900	15	8	11	11
53	100	100	2,800	2,800	17	9	56	56
54	100	100	2,000	2,000	19	11	102	102
55	0	0	1,700	1,700	21	13	147	147
56	0	0	1,700	1,700	23	15	193	193
57	0	0	1,700	1,700	25	17	238	238
58	0	0	1,700	1,700	27	20	241	241
59	0	0	1,700	1,700	28	21	245	245

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CITY OF OAK CREEK
(Includes Oak Creek Utility)
Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

Protective with Social Security

Separations from active status expressed as number of occurrences per 10,000:

Age	Withdrawal		Early/Normal Retirement		Death		Disability	
	Male	Female	Male	Female	Male	Female	Male	Female
60	0	0	1,700	1,700	30	22	248	248
61	0	0	2,000	2,000	32	23	0	0
62	0	0	2,000	2,000	33	25	0	0
63	0	0	3,000	3,000	37	28	0	0
64	0	0	1,800	1,800	42	30	0	0
65	0	0	3,000	3,000	47	33	0	0
66	0	0	3,000	3,000	52	37	0	0
67	0	0	2,300	2,300	59	38	0	0
68	0	0	2,300	2,300	66	42	0	0
69	0	0	2,000	2,000	73	47	0	0
70	0	0	10,000	10,000	82	53	0	0
71	0	0	10,000	10,000	91	60	0	0
72	0	0	10,000	10,000	100	68	0	0
73	0	0	10,000	10,000	116	77	0	0
74	0	0	10,000	10,000	132	87	0	0
75	0	0	10,000	10,000	150	98	0	0

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**CITY OF OAK CREEK
(Includes Oak Creek Utility)**

**Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012**

General Employee and Protective with Social Security

Separations from retired status expressed as number of occurrences per 10,000:

Age	Healthy		Disabled	
	Male	Female	Male	Female
50	24	12	63	26
51	26	14	70	30
52	30	16	80	34
53	34	19	91	40
54	38	22	101	46
55	42	26	111	54
56	46	30	121	62
57	49	34	132	72
58	53	39	142	83
59	57	41	152	86
60	61	43	162	91
61	64	47	172	98
62	67	51	178	106
63	74	55	198	116
64	83	60	222	127
65	93	67	249	140
66	105	73	279	154
67	117	76	313	159
68	131	84	350	177
69	147	94	391	198
70	163	107	436	224
71	181	121	484	253
72	201	136	535	286
73	231	154	617	324
74	264	174	704	365
75	300	195	802	410
76	341	218	910	458
77	386	243	1,028	511
78	434	266	1,157	558
79	486	298	1,297	627
80	543	339	1,447	711
81	603	386	1,608	811
82	667	441	1,780	927
83	745	504	1,986	1,058
84	829	574	2,210	1,205
85	924	651	2,464	1,367
86	1,031	736	2,748	1,546
87	1,148	828	3,062	1,739
88	1,277	949	3,406	1,993
89	1,418	1,076	3,780	2,259

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**CITY OF OAK CREEK
(Includes Oak Creek Utility)**

**Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012**

General Employee and Protective with Social Security

Separations from retired status expressed as number of occurrences per 10,000:

Age	Healthy		Disabled	
	Male	Female	Male	Female
90	1,569	1,209	4,184	2,538
91	1,732	1,348	4,618	2,830
92	1,906	1,493	5,082	3,135
93	2,046	1,644	5,456	3,453
94	2,185	1,802	5,828	3,783
95	2,328	1,965	6,208	4,127
96	2,473	2,135	6,595	4,483
97	2,622	2,313	6,991	4,857
98	2,733	2,665	7,396	5,597
99	2,928	2,988	7,808	6,275
100	3,085	3,281	8,228	6,891
101	3,246	3,545	8,658	7,445
102	3,409	3,779	9,092	7,937
103	3,516	3,984	9,377	8,367
104	3,599	4,160	9,596	8,735
105	3,653	4,305	9,740	9,041
106	3,672	4,422	9,792	9,286
107	3,672	4,509	9,792	9,468
108	3,672	4,713	9,792	9,896
109	3,672	4,926	10,000	10,000
110	3,672	5,115	10,000	10,000
111	3,672	5,251	10,000	10,000
112	3,672	5,303	10,000	10,000

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CITY OF OAK CREEK
(Includes Oak Creek Utility)
Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

APPENDIX B: INDIVIDUAL GROUP EXHIBIT

	Utility (Dept 13)	Police (Dept 60)	Fire (Dept 65)	All Others	Total
January 1, 2012 Actuarial Present Value of Projected Benefits	\$6,118,524	\$27,167,580	\$23,329,718	\$18,752,670	\$75,368,492
January 1, 2012 Normal Cost	80,033	626,413	501,411	208,883	1,416,740
Interest On Normal Cost	2,601	20,358	16,296	6,789	46,044
December 31, 2012 Normal Cost	82,634	646,771	517,707	215,672	1,462,784 ✓
January 1, 2012 Amortization	257,696	945,066	879,533	841,725	2,924,020
Interest on Amortization	8,375	30,715	28,585	27,356	95,031
December 31, 2012 Amortization	266,071	975,781	908,118	869,081	3,019,051
Total ARC	348,705	1,622,552	1,425,825	1,084,753	4,481,835 ✓
January 1, 2012 AAL	5,050,535	18,522,152	17,237,797	16,496,805	57,307,289
January 1, 2012 Unfunded AAL	5,050,535	18,522,152	17,237,797	16,496,805	57,307,289

	Utility (Dept 13)	Police (Dept 60)	Fire (Dept 65)	All Others	Total
January 1, 2013 Actuarial Present Value of Projected Benefits	\$6,110,106	\$27,514,820	\$23,617,680	\$18,569,186	\$75,811,792
January 1, 2013 Normal Cost	82,634	646,771	517,707	215,672	1,462,784
Interest On Normal Cost	2,686	21,020	16,825	7,009	47,540
December 31, 2013 Normal Cost	85,320	667,791	534,532	222,681	1,510,324 ✓
January 1, 2013 Amortization	259,712	981,447	910,539	839,627	2,991,325
Interest on Amortization	8,441	31,897	29,593	27,287	97,218
December 31, 2013 Amortization	268,153	1,013,344	940,132	866,914	3,088,543
Total ARC	353,473	1,681,135	1,474,864	1,089,595	4,598,867 ✓
January 1, 2013 AAL	5,090,042	19,235,187	17,845,479	16,455,676	58,626,384
January 1, 2013 Unfunded AAL	5,090,042	19,235,187	17,845,479	16,455,676	58,626,384

This material assumes that the reader is familiar with the City of Oak Creek's post-employment benefit programs, their benefits, eligibility, administration and other factors. The material was prepared solely to provide assistance to the City of Oak Creek in reviewing the impact of the GASB Statement on the City's financial statements. It may not be appropriate for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. This material should only be reviewed in its entirety.

CITY OF OAK CREEK
(Includes Oak Creek Utility)
Actuarial Valuation of Retiree Medical Benefits
As of January 1, 2012

APPENDIX C: COST PROJECTION RESULTS (UTILITY ONLY)

	<u>12/31/2012</u>	<u>12/31/2013***</u>
Net OPEB Obligation		
(1) Annual Required Contribution	\$348,705	\$353,473
(2) Interest on Net OPEB Obligation	19,541	23,882**
(3) Adjustment to Annual Required Contribution*	<u>(30,679)</u>	<u>(37,494)**</u>
(4) Annual OPEB Cost (Expense)	337,567	339,861**
(5) Contributions Made	<u>(204,000)**</u>	<u>(205,000)**</u>
(6) Increase in Net OPEB Obligation	133,567**	134,861**
(7) Net OPEB Obligation – Beginning of Year	601,269	734,836**
(8) Net OPEB Obligation – End of Year	\$734,836**	\$869,697**

OPEB History

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
12/31/09	\$204,673	89.58%	\$53,445
12/31/10	457,623	40.64	325,068
12/31/11	466,201	40.75	601,269
12/31/12	337,567	60.43**	734,836**
12/31/13	339,861**	60.32**	869,697**

* To offset, approximately, the amortization of the net experience losses (or gains) from past contribution deficiencies (or excess contributions) in relation to the ARC.

** We have assumed that the employer will contribute roughly the "pay-as-you-go" costs for the current year in this illustration. "Pay-as-you-go" costs should be total claim payments paid by the employer on behalf of retirees net of payments received from retirees.

***If a significant plan change or a significant change in the covered population occurs, these numbers will need to be revised.

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City of Oak Creek Common Council Report

Meeting Date: September 17, 2013

Item No.: 8

Recommendation: That the Common Council approve payment of the obligations as listed on the September 11, 2013 Vendor Summary Report.

Background: Of note are the following payments:

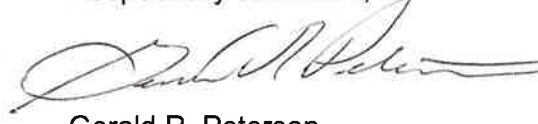
1. \$67,094.22 to Advanced Disposal-Muskego-C6 (pg #1) for recycling and landfill charges.
2. \$5,370.00 to Aurora Medical Group (pg #2) for employee wellness HRA's.
3. \$19,368.00 to Buelow Vetter Buikema Olson (pg #3) for legal services regarding personnel and policies.
4. \$78,737.03 to Paul Conway Shields (pg #4) for fire department protective clothing.
5. \$5,290.31 to Faulks Bros Construction, Inc. (pg #6) for infield mix.
6. \$34,850.00 to John's Disposal Service (pg #10) for August disposal service.
7. \$52,469.85 to JPMorgan Chase Bank NA (pgs #10-14) for recreation activities, equipment, supplies, travel/training, computer hardware/software, Verizon charges, books, and advertising/promotions.
8. \$5,000.00 to Milwaukee Gateway Aerotropolis (pg #16) for contribution to Milwaukee Gate.
9. \$6,742.04 to Minnesota Life Insurance Co. (pgs #16-17) for group life insurance.
10. \$53,003.00 to Monroe Truck Equipment (pg #17) for replacement truck.
11. \$4,707.56 to Oak Creek Water & Sewer Utility (pgs #17-18) for water and sewer.
12. \$16,660.00 to SmithgroupJJR (pg #20) for Lakefront grant work.
13. \$49,022.35 to WI Park & Rec Association (pg #23) for summer ticket sales.
14. \$5,780.49 to WE Energies (pg #23) for street lighting.

Fiscal Impact: Total claims paid of \$472,638.15

Prepared by/Fiscal Review by:


Bridget M. Souffrant
Finance Director/Comptroller

Respectfully submitted,


Gerald R. Peterson,
City Administrator

City of Oak Creek Common Council Report

Meeting Date: September 17, 2013

Item No.: 9

Recommendation: That the Common Council considers a motion authorizing the Information Technology Department to enter into an agreement with Multimedia Communications & Engineering, Inc., (M.C. & E.) for professional design services of the City Fiber Optic Wide Area Network (WAN).

Background: Since 1999 the city has used T1 lines and wireless radios to connect the various city buildings for the purpose of integrating telephone, paging, radio and data (computer) traffic. During the last fifteen years additional network traffic has created the need for additional bandwidth. This has resulted in extremely slow network traffic between buildings. The only option that will provide increased bandwidth, security and data continuity is providing a fiber optic connection between the city buildings. By building our own fiber network, the city may be able to lease dark fiber pairs to other businesses (ie. Drexel Town Square, OakView Business Park, a communications company or the School District).

A request for RFP was advertised and five proposals were received/reviewed by the Information Technology Department. Criteria for proposal evaluations included professional qualifications of the firm, experience of the design personnel, references, and fees.

Most of the proposals came from established engineering firms with personnel of varying levels of experience. Two firms did not meet the criteria as outlined in the RFP. The remaining three firms met the requirements as detailed in the RFP.

The three firms were Multimedia Communications & Engineering, Inc., Compass Consultants Inc., and Elert & Associates. After evaluating the three proposals, the Information Technology Department selected M.C. & E. as the best fit to provide design services for the City fiber project. The cost of the design services proposed by M.C. & E. is \$33,150 for the project.

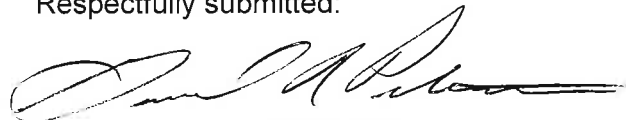
Fiscal Impact: This work will be paid from CIP funds reserved in Project Number 130040 - Library/City Hall/Civic Center. Funding for the City Fiber Optic Wide Area Network (WAN) construction project will be taken from the same CIP project..

Prepared by:



Caesar Geiger
Information Technology Manager

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:



Bridget M. Souffrant
CMTW Finance Director / Comptroller

City of Oak Creek Common Council Report

Meeting Date: September 17, 2013

Item No.: 10

Recommendation: That the Council adopt Resolution No. 11401-091713, approving Tax Incremental District Number 4 finance development agreement with ADL Enterprises II, LLC.

Background: In May of 2012, the Council adopted Resolution No. 11243-050112 amending the Project Plan for Tax Increment Financing (TIF) District No. 4 to provide \$210,000 in developer assistance to NDT Specialists for utility and site preparation work to support the development of a 16,000 square foot industrial building at 7365 S. Howell Avenue.

That site has been substantially completed and occupied in accordance with the approved site and building plans. The completed value (\$1,739,000), which was only fully assessed as of this year, exceeds the \$1,500,000 threshold requirement per the Council's directive.

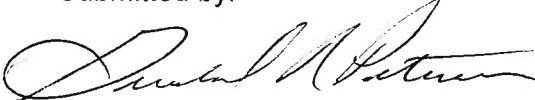
This finance development agreement was negotiated between the owner and the City and establishes parameters and conditions necessary for the release of the \$210,000 development incentive that was included as part of TID No. 4.

Fiscal Impact: The assessed value of the property is \$1,739,000. Real estate taxes paid on this property will go towards this one-time payment. The development realized as part of this agreement will continue to pay real estate taxes towards the retirement of TID 4 and beyond.

Fiscal Review by:


Bridget M. Souffrant
Finance Director/Comptroller

Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

Prepared by:


Doug Seymour, AICP
Director of Community Development

RESOLUTION NO. 11401-091713

RESOLUTION APPROVING TAX INCREMENTAL DISTRICT
NUMBER 4 FINANCE DEVELOPMENT AGREEMENT
(ADL ENTERPRISES II LLC)
1st Aldermanic District

BE IT RESOLVED that Tax Incremental District No. 4 Finance Development Agreement by and between the City of Oak Creek and ADL Enterprises II LLC be and the same is hereby approved and the Mayor and City Clerk are hereby authorized to sign the same in behalf of the City of Oak Creek.

Passed and adopted this ____ day of _____, 2013.

President, Common Council

Approved this ____ day of _____, 2013.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

**TAX INCREMENTAL DISTRICT NO. 4
FINANCE DEVELOPMENT AGREEMENT
(ADL Enterprises II, LLC)**

This Development Agreement is made this 19th day of November, 2012, by and between ADL ENTERPRISES II, LLC, a Wisconsin limited liability company (the "Developer"), and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, located in Milwaukee County, Wisconsin (the "City").

RECITALS

WHEREAS, the City established Tax Incremental District No. 4 as an industrial use District (as hereinafter defined) in which certain costs incurred by the City for development of the District may be reimbursed from the property tax increment as provided by State law;

WHEREAS, Developer owns the Property (as hereinafter defined) described in EXHIBIT A attached hereto and incorporated herein;

WHEREAS, Developer has approached the City indicating a desire to develop the Property for industrial uses as a 18,000 square foot industrial use facility (with the ability to add an additional 12,000 square feet) as set forth in the Site and Building Plan (as hereinafter defined) and in accordance with City ordinances in which such business operations are anticipated to create forty (40) full time equivalent jobs;

WHEREAS, Developer plans to undertake and construct the Developer's Improvements (as hereinafter defined) on the Property and certain Public Improvements (as hereinafter defined);

WHEREAS, to promote such development, the City adopted Amendment No. 1 to the territorial boundaries for the District to include the Property as part of the District and Amendment No. 2 to the Project Plan for the District to assist in the financing of the project costs of certain improvements, cash grants/developer incentives, and other costs associated with the development of properties located in the District;

WHEREAS, the Developer would not undertake the Site and Building Plan, the Developer's Improvements, or the Public Improvements without tax increment financing to fund all or a portion of the costs thereof and certain related items included within Project Costs (as hereinafter defined);

WHEREAS, the City is authorized to enter into contracts necessary and convenient to implement the purpose of a tax incremental district, including the ability to issue municipal revenue obligations for the purpose of expanding public infrastructure as provided in Section 66.0621 and to provide cash grants/developer incentives to owners, lessees, and developers of land located within the District (as hereinafter defined); and

WHEREAS, the use of industrial development of the Property contemplated by this Agreement is necessary and desirable to serve the interests of the City and its residents by expanding the tax base of the City, providing additional development and employment

opportunities, and providing a financing mechanism to expand and acquire necessary infrastructure, all consistent with the purpose of a Tax Incremental District by Section 66.1105, Wisconsin Statutes.

NOW, THEREFORE, in consideration of the recitals, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

I. DEFINITIONS. FOR PURPOSES OF THIS AGREEMENT THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

- A. Affiliate. Affiliate means any partnership or entity related to, majority owned and controlled by, in control of, or under common control with, the Developer. An Affiliate includes, but is not limited to, a partnership or entity with which the Developer merges or into which the Developer consolidates, or which acquires all or substantially all of the common stock membership interests, or assets of the Developer.
- B. Agreement. This document and all its component parts.
- C. Development Agreement. The Development Agreement entered into by and between the City and the Developer, together with all modifications or amendments thereof, as approved by the City.
- D. Developer's Improvements. Collectively, a newly constructed 18,000 square foot (approximate) industrial use facility (with the ability to add an additional 12,000 square feet), sanitary sewer, storm sewer, water service, erosion control, landscaping installation, lot and easement paving, concrete curbing, concrete access aprons, site grading, civil engineering, and other facilities owned, constructed, relocated, or upgraded and maintained by the Developer (including engineering fees therefor), excluding the Public Improvements, as more particularly set forth in the Developer's Improvements and in **EXHIBIT B** attached hereto and incorporated herein.
- E. Developer Incentive. A one-time lump sum financial incentive in an amount not to exceed Two Hundred Ten Thousand Dollars (\$210,000.00) made available to Developer by the City to be used solely toward Project Costs. If the actual equalized assessed value of the Property upon Substantial Completion and occupancy is not equal to at least \$1,500,000.00, the Developer Incentive shall be reduced proportionately to an amount not to exceed 14 %¹ of the actual equalized assessed value of the Property at the time of Substantial Completion and occupancy, as determined by the City of Oak Creek Assessor. For illustrative purposes only to provide a calculation example, if the actual equalized assessed value of the

¹ The 14% figure is derived from the Developer's initial request of \$210,000.00 based on an anticipated value of \$1,500,000.00 as contained in the approved amendment to the Project Plan for TID No. 4 for this project.

Property at the time of Substantial Completion and occupancy is \$1,000,000.00, the Developer Incentive at most would be 14% of \$1,000,000.00; that is, \$140,000.00.

F. Site and Building Plan. The City of Oak Creek Site and Building Plan approved by the Plan Commission of the City on November 8, 2011, a copy of which is attached hereto and incorporated herein as EXHIBIT C.

G. District. All of that property included in Tax Incremental Finance District No. 4 as described in the Project Plan.

H. NDT. NDT Specialists, Inc., the tenant of the Property.

I. Payment Date. The date after which all conditions precedent are satisfied as set forth in Article III.A.

J. Project Costs. The costs of the (i) Public Improvements and the Developer's Improvements, including, without limitation, engineering and other fees and expenses, grading, site preparation, construction, installation, repair and maintenance costs and expenses in connection therewith, and (ii) all costs incurred by the Developer pursuant to the Expenses Reimbursement Agreement (as hereinafter defined), all as reasonably determined by the City (based on all contracts, invoices, and other documentation submitted by the Developer to the City), to be eligible for payment pursuant to this Agreement and the Tax Increment Law.

The initial estimated Project Costs are set forth on EXHIBIT B attached hereto and incorporated herein and subject to verification by the City as set forth in Article II.D. The City acknowledges and agrees that the estimates and categories listed on EXHIBIT B are estimates only and will be subject to modification.

K. Project Plan. The "Project Plan Tax Increment Financing District No. 4 City of Oak Creek" prepared by Hutchinson, Shockey, Erley & Co. and approved by the City Common Council on April 5, 2000, in Resolution 9631-040599, and described on EXHIBIT D-1 attached hereto and incorporated herein; as amended by (i) "Amendment No. 1 to Project Plan Tax Increment Finance District No. 4 City of Oak Creek" prepared by Hutchinson, Shockey, Erley & Co. and approved by the City Common Council on September 6, 2011, and described on EXHIBIT D-2 attached hereto and incorporated herein, and (ii) "Amendment No. 2 to Project Plan Tax Increment Finance District No. 4 City of Oak Creek" prepared by Hutchinson, Shockey, Erley & Co. and approved by the City Common Council on May 1, 2012, and described on EXHIBIT D-3.

L. Property. The property described in EXHIBIT A attached hereto and incorporated herein consisting of approximately 2.92 acres.

M. Property Tax Increment Base. The aggregate value, as equalized by the Wisconsin Department of Revenue, of the Property as of January 1, 2000.

N. Public Improvements. Installation of a sidewalk along the Property in accordance with the Site and Building Plan.

O. Substantial Completion or Substantially Complete. Means the construction of the Developer's Improvements, Public Improvements, and other improvements on, in, or adjacent to the Property, as applicable, shall be substantially completed in accordance with this Agreement, the Site and Building Plan, the Development Agreement, and applicable City ordinances in such form to receive an occupancy permit for each building contained therein from the City, as determined and verified by the City.

P. Tax Increment. Has the same meaning as defined in Section 66.1105(2)(i) of the Wisconsin Statutes as applied to the Tax Increment revenues actually received and retained by the City which are generated solely by the Property.

Q. Tax Increment Law. Section 66.1105 of the Wisconsin Statutes.

II. THE TRANSACTION. The Developer shall develop the Property in accordance with this Agreement, the Development Agreement, and the Site and Building Plan.

A. Substantial Completion. In order to receive the Developer Incentive, the Developer shall Substantially Complete the Developer's Improvements and the Public Improvements on or before December 31, 2012.

B. Construction of the Public Improvements. The Developer shall construct the Public Improvements, at the Developer's sole cost and expense, in accordance with this Agreement, the Development Agreement, the Site and Building Plan, and all applicable City ordinances and regulations.

C. Construction of the Developer's Improvements. The Developer shall, subject to receipt of all necessary governmental approvals, construct the Developer's Improvements on the Property in accordance with this Agreement, the Development Agreement, the Site and Building Plan, and all applicable City ordinances and regulations. The Developer's Improvements, and buildings to be constructed upon the Property and their uses, shall be in compliance with all applicable ordinances of the City, the Development Agreement, the Site and Building Plan, and with the applicable provisions of the Project Plan.

D. Project Costs/Verification of Project Costs. The Project Costs for this Agreement shall be reasonably determined by the City, and the Developer shall provide the City with all contracts, invoices, and other documentation relating to the Project Costs that are requested by the City for verification by the City of the amount of the Project Costs ("Project Cost Submittals"). Upon achieving Substantial Completion, the Developer shall, at its cost, provide the City with a Project Costs statement breakdown of the Project Cost Submittals for the actual eligible Project Costs incurred, which such statement shall be certified, to the best of their actual knowledge, by the Developer as accurate and complete ("Project Costs Statement"). The City shall have thirty (30) days after receipt of the Project Costs Statement ("Review Period") to review and approve the amount and eligibility of the Project Costs set forth in such Project Costs Statement, and the City and the Developer shall work together with reasonable diligence to determine whether or not such costs should qualify as Project Costs. The City shall notify the Developer within five (5) business days after the expiration of the Review Period of any Project Costs set forth in the Project Costs Statement that are ineligible Project Costs pursuant to this

Agreement or the Tax Increment Law, and the same shall be excluded from the Project Costs. The Project Costs approved by the City shall be referred to as the "Approved Project Costs." The City shall not unreasonably withhold its approval of Project Costs submitted by Developer.

III. REIMBURSEMENT OF DEVELOPER'S PROJECT COSTS.

A. Payment to Reimburse Developer's Approved Project Costs. In consideration of the Developer undertaking and completing its obligations under this Agreement, the Development Agreement, and the Site and Building Plan, the City solely out of the Tax Increment shall reimburse the Developer for its Approved Project Costs in an amount not to exceed the Developer Incentive in a single, lump sum payment upon the satisfaction of all of the following conditions precedent (collectively, the "Conditions"), as follows:

1. Achieving Substantial Completion not later than December 31, 2012;
2. Submittal to, and approval of, the Project Costs Submittals and the Project Costs Statement by the City as set forth in Article II.D., above; and
3. Verification by the City that the Property has upon Substantial Completion an equalized assessed value of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for real property for tax assessment purposes.
4. Submittal to, and approval by the City of, the Insurance set forth in Article IV.D., below.

If the Conditions are satisfied, the City shall make the Developer Incentive payment not later than thirty (30) days after the City has the necessary state and local valuation and assessment information to confirm the Article III.A.3. condition is satisfied ("Payment Date"). If any of the Conditions are not satisfied, the City shall notify the Developer in writing of the condition or conditions which have not been satisfied (the "City's Notice"), and the Developer shall have a period of thirty (30) days from the date of the City's Notice to cure such condition or conditions to the reasonable satisfaction of the City. If such condition or conditions are not or cannot be so cured within such thirty (30) day period, the City's obligation to pay the Developer Incentive shall terminate and be null and void, without force or effect.

B. Developer Incentive Conditions/Limitations. The Developer Incentive shall be subject to the following conditions and limitations:

1. The Developer Incentive shall be a special and limited obligation of the City the payment of which is subject to annual appropriation by the City, shall not be a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the Developer Incentive. The Developer Incentive shall be payable only out of Tax Increment out of the special redemption fund created by the City under Section 66.0621, Wis. Stats., for the District subject to the provisions of this Agreement.
2. On the Payment Date and subject to the provisions of this Agreement, the City shall pay an amount equal to the lesser of: (a) the Developer Incentive; (b) the

amount of the Approved Project Costs; or (c) the amount appropriated by the Common Council for payment of the Developer Incentive.

3. If the Developer has first satisfied all of the Conditions, and an Event of Default does not then exist, the City shall take no action to terminate or dissolve the District early unless the City first pays the Developer Incentive, subject to the provisions of this Agreement, including, but not limited to, the annual appropriation of the Common Council.

B. Developer Incentive not to be Considered Indebtedness. In no circumstances shall the Developer Incentive be considered an indebtedness of the City, and the obligation of the City under the Developer Incentive is limited to the amount which is appropriated by the Common Council for payment of the Developer Incentive and available from the Tax Increment out of the special redemption fund created by the City under Section 66.0621, Wis. Stats., and only to the extent as provided in this Agreement. Amounts due under this Agreement shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than Tax Increment which has been appropriated for that purpose.

IV. DEVELOPER OBLIGATIONS.

A. Tax Shortfall Guarantee. The Developer guarantees to the City the tax revenue for the Property shall be equal to or exceed the corresponding amounts set forth in the "Guaranteed Tax Revenue" column in EXHIBIT E attached hereto and incorporated herein ("Guaranteed Tax Revenue"). If the tax revenue for the Property in any year does not equal or exceed the Guaranteed Tax Revenue amount for the corresponding year ("Tax Shortfall"), the City shall send an invoice to the Developer in an amount equal to that year's Tax Shortfall on or before December 31st, and the Tax Shortfall amount shall be due and payable by the Developer on or before January 31st. If the actual equalized assessed value of the Property upon Substantial Completion and occupancy is not equal to at least \$1,500,000.00, the parties agree in accordance with the Developer Incentive recalculation in Article I.E. to revise and replace EXHIBIT E with such actual equalized assessed value of the Property. The Guaranteed Tax Revenue shall be secured by a second mortgage on the Property in the amount of the Developer Incentive, and the Developer shall grant, convey, and execute the Mortgage set forth in EXHIBIT F ("Mortgage"). The Mortgage shall be junior to only the mortgage granted by the Developer to Tri City National Bank (the "Senior Mortgage"). Upon approval of the Agreement by the Common Council, the Mortgage shall be recorded against the Property, and the Developer shall pay for the City's lender's policy of title insurance insuring the first priority of the Mortgage in the amount of the Developer's Incentive.

B. Tax Exemption Forbearance. The Developer acknowledges that the City is relying upon the Developer's property taxes from the Property to generate (i) the Tax Increment to fund the Developer Incentive made hereunder to the Developer; and (ii) to fund other eligible project costs within the District. As a result, the Developer agrees neither the Developer nor any existing or future Affiliate will pursue, assist, support, or be involved in any federal, state, or local, judicial, legislative, or regulatory action or process that seeks, directly or indirectly, to prohibit, set aside, or limit the taxability of all or any portion of the Property on any

basis whatsoever, and the Developer for itself and on behalf of the Affiliates, and each of their respective successors in interest, waives any and all rights thereto. Notwithstanding the foregoing, the Developer and any of its successors or assigns shall have the right to contest any real or personal property tax assessment or valuation of the Property, for reasons other than tax exemption, in accordance with applicable law.

C. Insurance. During the term of this Agreement, the Developer shall obtain and maintain at its cost, and shall require that any purchasers or transferees (as consented to by the City in Article IX.D., below) of any portion of the Property to obtain and maintain at their cost, fire, flood, and extended coverage peril and casualty insurance in an amount equal to the assessed value of the improvements with the insurer, deductibles, and cancellation terms first approved by the City in its reasonable discretion and as otherwise required in the Mortgage (“Insurance”). The Insurance shall name the City as a loss payee and insure the City notwithstanding any defenses of the insurer against the Developer or NDT. The Developer shall provide to the City enforceable certificates of such Insurance prior to the Payment Date and as a condition of payment. So long as this Agreement is in effect, in the event of a loss, the Developer shall promptly notify the City and covenants to apply, and to require any purchasers or transferees of any portion of the Property to apply, any and all Insurance proceeds to promptly repair and rebuild the improvements and maintain the Property.

D. No Additional Requests for Funding. The Developer covenants and agrees it will not request any additional funding from the City for this Property at any time during the life of the District.

V. APPROVALS AND DEVELOPMENT STANDARDS.

A. Approval of Public Bodies. The Developer will seek to obtain and continue to pursue from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary for the City to approve the development of the Property, and any other approvals necessary to develop and utilize the Property.

B. Acceptance of Agreement. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any approvals, including, but not limited to, variances, exceptions, or conditional use permits, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City. The City agrees to work in good faith, promptly and diligently in connection with the issuance or grant of all such approvals, consents, permits, certificates and any other documents as may be necessary or desirable in connection with the development, utilization and operation of the Property and to act reasonably and expeditiously and in cooperation with the Developer in connection therewith; it being understood and agreed that this provision is not intended to limit the rights of the City as more particularly set forth above or in Article X.C. below.

C. Development Requirements. The Developer shall develop, improve, and construct or cause the development, improvement, and construction of the Property in

accordance with the provisions of this Agreement, the Development Agreement, the Site and Building Plan, and all other applicable federal, state, county, and City laws and regulations.

VI. WARRANTIES AND REPRESENTATIONS.

A. The Developer hereby warrants, represents, and covenants to the City:

1. The Developer is a limited liability company duly organized, validly existing, and in current status under laws of the State of Wisconsin, consisting of the sole member set forth in **EXHIBIT G** attached hereto and incorporated herein, with full limited liability company power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under this Agreement and all other agreements, documents, and contracts required to be executed in connection with the transactions arising out of this Agreement.

2. The execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer or its members or managers are necessary to authorize and approve the execution, delivery, and performance of this Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the Developer and constitute the legal, valid, and binding agreement and obligation of the Developer, enforceable against the Developer in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

3. There are no lawsuits filed or, to the knowledge of the Developer, pending or threatened against the Developer that may in any material way jeopardize the ability of the Developer to perform its obligations hereunder.

4. The Developer has sufficient funds through equity and debt financing sources to continuously operate, maintain, and fulfill its obligations under this Agreement.

5. Upon recording this Agreement (or a Memorandum thereof) and the Mortgage, this Agreement and the Mortgage shall be and remain in second and third position on title to the Property with respect to all other liens, judgments, leases, or other encumbrances, and, other than the Senior Mortgage, there are no liens, judgments, leases, or other encumbrances affecting the Property that are or would be prior to this Agreement or the Mortgage. The Developer shall, upon execution of this Agreement, obtain a non-disturbance agreement from any lender and NDT consenting to the provisions of this Agreement and the Mortgage, and agreeing not to disturb this Agreement.

6. The Developer shall provide, prior to execution of this Agreement, a (i) a certificate of current status issued by the Wisconsin Department of Financial Institutions, and (ii) a certificate of incumbency and resolutions of the Developer which provide for who is authorized to sign on behalf of the Developer and that the Developer is duly authorized to enter into this Agreement and undertake all of the obligations under this Agreement together with all other agreements, documents, and contracts required to be executed in connection with the transactions arising out of this Agreement.

B. The City hereby warrants and represents to the Developer that, subject to the approval of Common Council of the City, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery, and, subject to annual appropriation by the Common Council, performance of this Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law and as is otherwise subject to annual appropriation by the Common Council.

VII. CONDITIONS TO/LIMITATIONS ON THE OBLIGATIONS OF THE CITY.

A. Conditions to/Limitations on the Obligations to pay the Developer Incentive. Notwithstanding anything to the contrary set forth in this Agreement, the following are conditions to and limitations on each and all of the obligations of the City under this Agreement, and the City shall not be obligated to expend any amounts under this Agreement, including, but not limited to, the Developer Incentive, and may suspend or terminate this Agreement or the performance of any and all of its obligations under this Agreement, without recourse against the City, if (i) the Wisconsin Department of Revenue fails to certify all or any portion of Amendment No. 1 to the territorial boundaries for the District or Amendment No. 2 to the Project Plan (“Non-Certification”); (ii) the Conditions are not first satisfied pursuant to the provisions set forth in Article III.A; (iii) the District is involuntarily terminated or dissolved (“Involuntary Termination”); or (iv) an Event of Default exists (as defined below). Notwithstanding (i) or (iii) above, the City shall first make all reasonable efforts to cure such Non-Certification or Involuntary Termination.

VIII. DEVELOPER: EVENT OF DEFAULT.

A. Event of Default. An "Event of Default" under this Agreement is any of the following:

1. Failure to Substantially Complete. A failure to achieve Substantial Completion on or before December 31, 2012, subject to extension as set forth in Article X.F.;
2. Cessation of Business. The Developer or NDT substantially ceases its operations located on the Property for a period of six (6) consecutive months, or longer;
3. Taxes. The Developer or NDT fails to timely pay any real or personal property tax, Tax Shortfall, Special Charge/Assessment (defined below), or any other special assessment or special charge levied or imposed by the State, County, or City against all or any portion of the Property within thirty (30) days after written notice from the City of such failure; provided, however, that Developer and NDT shall have the right to contest the real or personal property tax assessment or valuation for any reason other than tax exemption and as except as otherwise prohibited in this Agreement, in accordance with applicable law;
4. Tax Exemption. All or any portion of the Property becomes tax exempt;
5. Breach of Agreement. The Developer breaches any representation, warranty, or provision of this Agreement, the Development Agreement, the Site and Building Plan, or the Mortgage; provided, however, that written notice of the breach has been given to the Developer and the Developer has failed to cure such breach within thirty (30) days or such longer period as is reasonably required under the circumstances and the Developer has begun to cure such breach in good faith and is diligently continuing to cure such breach;
6. Voluntary Bankruptcy. The Developer files a voluntary petition in bankruptcy or is adjudicated a bankrupt or an insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, or similar officer of the Developer or of all or any substantial part of the property of the Developer or any if the Property or all or a substantial part of the assets of the Developer are attached, seized, subjected to a writ or distress warrant, or are levied upon unless the same is released or located within thirty (30) days;
7. Involuntary Bankruptcy. The commencement of any involuntary petition in bankruptcy against the Developer or the institution against the Developer of any reorganization, arrangement, composition, readjustment, dissolution, liquidation, or similar proceedings under any present or future federal, state, or other statute or law, or the appointment of a receiver, trustee, or similar officer for all or any substantial part of the property of the Developer which shall remain undismised or undischarged for a period of sixty (60) days; or

8. Failure to Obtain and Maintain Insurance. The failure to obtain or maintain the Insurance as required in Article IV.D., or the Developer otherwise fails to comply with the provisions of Article IV.D.

B. City Options upon Event of Default. Whenever an Event of Default by Developer occurs, the City may take one or more of the following actions, in the City's sole and absolute discretion:

1. The City may suspend or terminate the performance of any and all of its undertakings and obligations under this Agreement, including, but not limited to, making the Developer Incentive.

2. Demand and receive from the Developer, within ten (10) days of the City demand therefor, repayment of the Developer Incentive in full ("Default Repayment") plus ten percent (10%) interest *per annum* accruing on the Default Repayment amount from the Payment Date through the date the City receives the Default Repayment, including all costs relating thereto.

3. The City may take action, including legal or administrative action, at law or in equity, including, but not limited to, exercising any and all remedies set forth in the Mortgage, which may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement or to seek remedy for its breach.

4. With respect to a default as to the completion of the Public Improvements and provided Developer is no longer using commercially reasonable and diligent efforts to complete the same, the City may, but is not required, to complete the Public Improvements at the cost of the Developer in which event all actual and reasonable costs incurred by the City shall be payable by the Developer within thirty (30) days of written demand therefor from the City.

5. In addition to all other rights and remedies, the City may recover any Tax Shortfall, Default Repayment, costs to complete the Public Improvements, and any and all other costs incurred by the City relating to an Event of Default by a special charge imposed or a special assessment levied pursuant to, respectively, Sections 66.0627 and 66.0701-0733 of the Wisconsin Statutes on the Property (collectively, "Special Charge/Assessment"), and the Developer hereby agrees that in consideration of the benefits conferred on the Property and derived from the Developer Incentive, such Special Charge/Assessment shall be made and levied at the City's option without notice, public hearing, or rights of challenge or appeal, and the Developer fully and unconditionally waives all rights in and to the same to the fullest extent of the law including, without limitation, pursuant to Section 66.0703(7)(b) of the Wisconsin Statutes.

C. List of Remedies Not Exclusive. The City's rights and remedies shall not be exclusive of any other remedy or remedies, and the City's rights and remedies shall be

cumulative and shall be in addition to every other right and remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

D. Delay in Exercise of Rights Not Waiver. No delay or omission to exercise any right or power accruing to the City or the Developer upon any default by the other party shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

E. Written Waiver Required. In the event this Agreement is breached by either party and such breach is expressly waived in writing by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder. A party's acquiescence in not enforcing any portion of this Agreement shall not provide a basis for the application of estoppel or other like defense or otherwise constitute waiver. Any waiver of any provision of this Agreement by the City must be express and in writing.

F. Compensation for Costs of Breach. Whenever there is a default or breach of the Agreement by the Developer hereunder, and the City employs attorneys or incurs other expenses for the collection of payment due or to become due for the enforcement or performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer shall, on demand thereof, pay to the City the reasonable fees of such attorneys and such other reasonable expenses incurred by the City.

IX. INDEMNIFICATION. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or any documents incorporated herein by reference, the Developer shall indemnify and hold harmless the City, its officials, agents, representatives, and employees and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, and the like, including, without limitation, reasonable attorneys' fees and costs, whomsoever owed and by whomsoever and whenever brought or obtained, to the extent the same result from, relate to, or arise in the course of, any act or failure to act (if required to do so under this Agreement, the Development Agreement, or the Site and Building Plan) by the Developer in connection with this Agreement, the Development Agreement, the Site and Building Plan, the Developer's development of the Property, construction of the Developer's Improvements, construction of the Public Improvements, or relating to the Developer's compliance with all laws (including, but not limited to, the prevailing wage and competitive bidding laws, as applicable). This indemnity does not apply to any claims arising out of the City's negligence, willful misconduct, willful acts of bad faith, or breach of this Agreement.

X. MISCELLANEOUS PROVISIONS.

A. Incorporation of Attachments. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

B. Term. The term of this Agreement shall begin as of the date this Agreement is fully executed and shall continue until the satisfaction and termination of this Agreement in accordance with Article X.Y.

C. Non-waiver of Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses, and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove any plans and specifications, or any part thereof, or to impose reasonable limitations, restrictions, and requirements on the Development, construction, and use of the Property as a condition of any such approval, license, or permit, including without limitation, requiring any and all other and further development and similar agreements. The City will act diligently to review all necessary approvals, licenses, and permits duly requested by the Developer.

D. Restriction on Assignment of Agreement; Transfer of Property; Ownership.

1. Agreement. The Developer may assign or transfer all of its rights and obligations under this Agreement only with the express prior written consent of the City, which such consent shall be in its sole and absolute discretion. Any assignee approved by the City must first agree in writing to assume all of the Developer's obligations under this Agreement, and the Developer must provide the City with timely written notice and a copy of such fully executed assumption. Otherwise, any attempted assignment or transfer of any or all of the Developer's rights or obligations under this Agreement without first obtaining the City's consent shall be a breach of this Agreement. All of the rights and obligations under this Agreement must be assigned or transferred together, if at all, and may not be assigned separately.

2. Transfer of Property. Subject to Article X.E., the Developer shall not sell, convey, or transfer all or any portion of legal or equitable title in the Property without the City's prior written consent. The Developer shall remain jointly and severally liable under this Agreement with the buyer, conveyee, or transferee (collectively, "Transferee") unless the Developer assigns, and the Transferee agrees in writing pursuant to Article X.D.1, to assume, all of the Developer's obligations under this Agreement including, but not limited to, the priority of the Agreement and the Mortgage, subject specifically to the City's consent rights set forth in Article X.D.1.

3. Ownership. The principals, shareholders, members, managers and/or partners of the Developer, which are as of the date hereof are as set forth in **EXHIBIT G** attached hereto and incorporated herein, will not transfer, assign, convey or encumber their respective interest in the Developer, as the case may be, without the prior written consent of the City. Notwithstanding the foregoing, upon the death or incapacity of any principal, shareholder, member, manager and/or partner of the Developer, said principal's, shareholder's, member's, manager's, and/or partner's interest may be transferred to a member of the immediate family of the deceased or incapacitated principal, shareholder, member, manager and/or partner of the Developer or to a trust, the beneficiaries of which are members of the immediate family of the deceased or incapacitated principal, shareholder, member, manager and/or partner of the Developer. Any

member of the immediate family of the deceased or incapacitated principal, shareholder, member, manager and/or partner or a trust for the benefit of the members of the immediate family shall not thereafter transfer its interest in the Developer without the prior written consent of the City.

E. Non-Profit Organizations. For and in consideration of this Agreement and the nature of the District, the Developer acknowledges and agrees neither the Property nor any part thereof or interest therein shall be sold, transferred, assigned, gifted, owned, used or conveyed in any way to any person, partnership, organization, or entity (collectively, "Entity") that is all or partially exempt from federal or State of Wisconsin income taxes or real or personal property taxes (collectively, "Tax Exempt"), without the express prior written consent of the City, which such consent may be withheld in the City's sole and absolute discretion. Notwithstanding the foregoing, the Developer may lease or license, mortgage, allow to use, or grant an easement or similar right in a portion of the Property to a Tax Exempt Entity without the City's consent provided (i) the Property remains fully taxable for real property and personal property tax purposes, and (ii) the Developer and the tenant/licensee/easement holder/mortgagee/user (jointly or severally) do not seek or obtain any Tax Exempt status for any portion of the Property. If any lease, license, mortgage, easement of, or right to use any portion of the Property results in all or any portion of the Property becoming Tax Exempt, such lease, license, mortgage, right to use or easement is subject to the express prior written consent of the City, which such consent may be withheld in the City's sole and absolute discretion.

F. Damage; Destruction; City Delay. If either party is materially delayed, hindered, or prevented from the performance of any act required to be performed by such party by reason of Acts of God, casualty, or a natural disaster which is beyond the reasonable control of such party and that materially or substantially damages or destroys the Property, then the time for performance of such act by such party shall be extended for a reasonable period of time which is reasonably acceptable to both parties; provided, however, the party whose performance is materially delayed, hindered, or prevented: (i) first gives prompt notice to the other party; and (ii) takes all reasonable actions to overcome and cure the condition affecting its performance as expeditiously as possible. This provision shall not apply to any payments or other monetary obligations of the Developer under this Agreement, including, but not limited to, the Tax Shortfall, Insurance, real and personal property tax payments, Special Charge/Assessment, or Default Repayment.

G. Compliance with Laws. The Developer shall comply with all current and future applicable federal, state, and local (including the City of Oak Creek) laws and regulations, including, but not limited to, prevailing wage and competitive bidding requirements, as applicable.

H. Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.

I. Headings. The headings used in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision of this Agreement.

J. Delivery of Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, sent by overnight delivery service, or faxed to the parties' respective addresses as follows, provided any notice given by facsimile is also given by one of the other methods:

1. To the City:
 City Clerk, City of Oak Creek
 8640 South Howell Avenue
 Oak Creek, WI 53154
 Telephone: (414) 768-6510
 Facsimile: (414) 768-9587

2. With a Copy to:
 Lawrence J. Haskin, Esq.
 City Attorney
 Corporate Square
 7300 South 13th St., Suite 104
 Oak Creek, WI 53154
 Telephone: (414) 762-5105
 Facsimile: (414) 762-6340

3. To the Developer:
 ADL Enterprises II, LLC
 PO Box 415
 Oak Creek, WI 53154
 Attn: Lawrence Schneider, Sr.
 Telephone: (414) 483-9700
 Facsimile: (414) 762-5447

4. With a Copy to:

 Attn: _____
 Telephone: () ____ - ____
 Facsimile: () ____ - ____

and shall be deemed given upon personal delivery, the third business day after certification or registration, the first business day after deposit with the overnight delivery service and upon acknowledgement of receipt by facsimile or electronic mail (provided notice is promptly sent by one of the other methods).

K. Entire Agreement. This Agreement and all other documents and agreements expressly referred to herein, and the Expenses Reimbursement Agreement signed by the Developer with the City (the "Expenses Reimbursement Agreement"), contain the entire agreement between the Developer and the City with respect to the matters set forth herein. If a conflict exists between the provisions of this Agreement and the provisions of the Mortgage, the

more restrictive provision shall apply. This Agreement may be modified only in writing signed by all parties.

L. Law Applicable. This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

M. Originals and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

N. Amendments to Agreement. This Agreement shall not be amended orally but only by the written agreement of the parties signed by the appropriate representatives of each party and with the actual authority of each party.

O. Limitation on Liability. The parties acknowledge and agree that in carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the either parties' officers, agents, employees, or representatives, it being understood and agreed that in such matters they act as agents and representatives of the applicable party.

P. No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.

Q. Payment of Fees. The Developer shall pay to the City all fees and costs customarily charged by the City in connection with the development and improvement of property in the City including but not limited to (i) application fees, (ii) planning and engineering review fees; (iii) zoning permit and building permit fees; (iv) building inspection and engineering inspection fees; and (iv) infrastructure inspection fees (collectively, "City Fees"). The City Fees shall not be an eligible Project Cost. Notwithstanding the foregoing, City Fees shall not include any costs incurred by the Developer pursuant to the Expenses Reimbursement Agreement, which costs shall be considered a Project Cost pursuant to the term of such agreement.

R. Recording of Agreement. The parties hereto agree that the City shall record this Agreement or a memorandum of this Agreement on the record title to the Property. The Developer shall upon request of the City execute and deliver any such memorandum or other document in connection with such recording.

S. Covenants Running with the Land. This Agreement and all consents, obligations, waivers, and other requirements of the Developer, including, without limitation, the Special Charge/Assessment, as set forth in this Agreement, shall be deemed to be covenants running with the land and shall be binding upon the Property, except as expressly set forth in this Agreement and subject to the City's approval and consent rights in this Agreement.

T. Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns, except as expressly set forth in this Agreement and subject to the City's approval and consent rights in this Agreement.

U. Severance. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then, unless in the judgment of the party adversely affected thereby such provision was a material part of the consideration for its entering into this Agreement and that without it they would not have entered into the Agreement, the remainder of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

V. Third Parties. This Agreement is made for the exclusive benefit of the parties hereto and is not for the benefit of any other persons, as third party beneficiaries or otherwise, and this agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party.

W. Neutral Construction. This Agreement is the result of a negotiated agreement by the parties and prior to the execution of this Agreement each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any portion thereof or attachment hereto.

X. Status Certificate. Within fifteen (15) business days following a request from the Developer or any subsequent owner or owners of all or any portion of the Property, the City shall deliver, at the Developer's cost and expense, to the requesting party a status certificate stating, based upon the knowledge of the City Administrator: (i) whether or not this Agreement is in full force and effect and the extent to which this Agreement has been supplemented, modified, amended or assigned; (ii) whether or not there are any breaches or Events of Default under this Agreement or conditions that, with the passage of time, giving of notice or both, would constitute a breach or Event of Default (and, if applicable, the nature of such breach or Event of Default); (iii) whether the terms and conditions under this Agreement have been satisfied or performed as of the date of such status certificate (and, if applicable the nature of any failure); and (iv) whether or not the City has assessed any Special Charge/Assessment against the Property or any portion thereof.

Y. Satisfaction and Termination. Provided neither a breach of this Agreement nor an Event of Default then exists, this Agreement and all obligations under this Agreement shall terminate upon the occurrence of all of the following, as first confirmed by the City:

1. Any and all debt obligations issued by the City to pay the Developer Incentive have been paid in full; and

2. The City has received Tax Increments generated from the Property in an aggregate amount that is sufficient to reimburse the City for the amount of the Developer Incentive and pay and retire all debt service on any and all obligations issued by the City to pay the Developer Incentive.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date stated in the first paragraph of this Agreement.

11-19-12

[Signatures begin on the next page.]

11-19-12

DEVELOPER:

ADL ENTERPRISES II, LLC

By: *Lawrence J. Schneider Sr.*
Lawrence J. Schneider Sr., Sole Member

STATE OF WISCONSIN }
 } SS
COUNTY OF MILWAUKEE }

Personally came before me this 5 day of August, 2012, the
above named Lawrence Schneider, to me known to be the person who executed the
foregoing instrument.

Shari Corrao
* Shari Corrao
Notary Public, State of Wisconsin
My Commission: expires 11/27/16

11-19-12

CITY:

CITY OF OAK CREEK

By: _____
Stephen Scaffidi, Mayor

Attest: _____
Catherine A. Roeske City Clerk

STATE OF WISCONSIN }
 } SS
COUNTY OF MILWAUKEE }

Personally came before me this _____ day of _____, 2012, the
above named Mayor and City Clerk, to me known to be the persons who executed the foregoing
instrument.

* _____
Notary Public, State of Wisconsin
My Commission: _____

TABLE OF EXHIBITS

- Exhibit A – Legal Description of Property
- Exhibit B – Developer’s Improvements and Initial Estimated Project Costs
- Exhibit C – Site and Building Plan
- Exhibit D-1 – Project Plan
- Exhibit D-2 – Amendment No. 1 to Project Plan
- Exhibit D-3 – Amendment No. 2 to Project Plan
- Exhibit E – Tax Guarantee
- Exhibit F – Mortgage
- Exhibit G – Ownership of Developer

EXHIBIT A**LEGAL DESCRIPTION**

Being a part of the northeast one-quarter of Section 8, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said northeast quarter-section of Section 8; thence N 00°30'27" E, 567.21 feet; thence N 89°03'44"W, 75.15 feet to the place of beginning of the lands to be described; thence N 89°03'44"W, 300.00 feet; thence N 00°30'27"E, 424.28 feet; thence S 89°00'30"E, 300.00 feet; thence S 00°30'27"W, 424.00 feet to the point of beginning. Containing 2.92 acres of land, more or less.

(Commonly known as 7365 South Howell Avenue).

EXHIBIT B

**DEVELOPER'S IMPROVEMENTS; PUBLIC IMPROVEMENTS
AND INITIAL ESTIMATED PROJECT COSTS**

Developer's Improvements: A newly constructed 18,000 square foot (approximate) industrial use facility (with the ability to add an additional 12,000 square feet), sanitary sewer, storm sewer, water service, erosion control, landscaping installation, lot and easement paving, concrete curbing, concrete access aprons, site grading, civil engineering, and other facilities owned, constructed, relocated, or upgraded and maintained by the Developer (including engineering fees therefor).

Public Improvements: Public Sidewalk

Project Costs:

Land – \$300,000

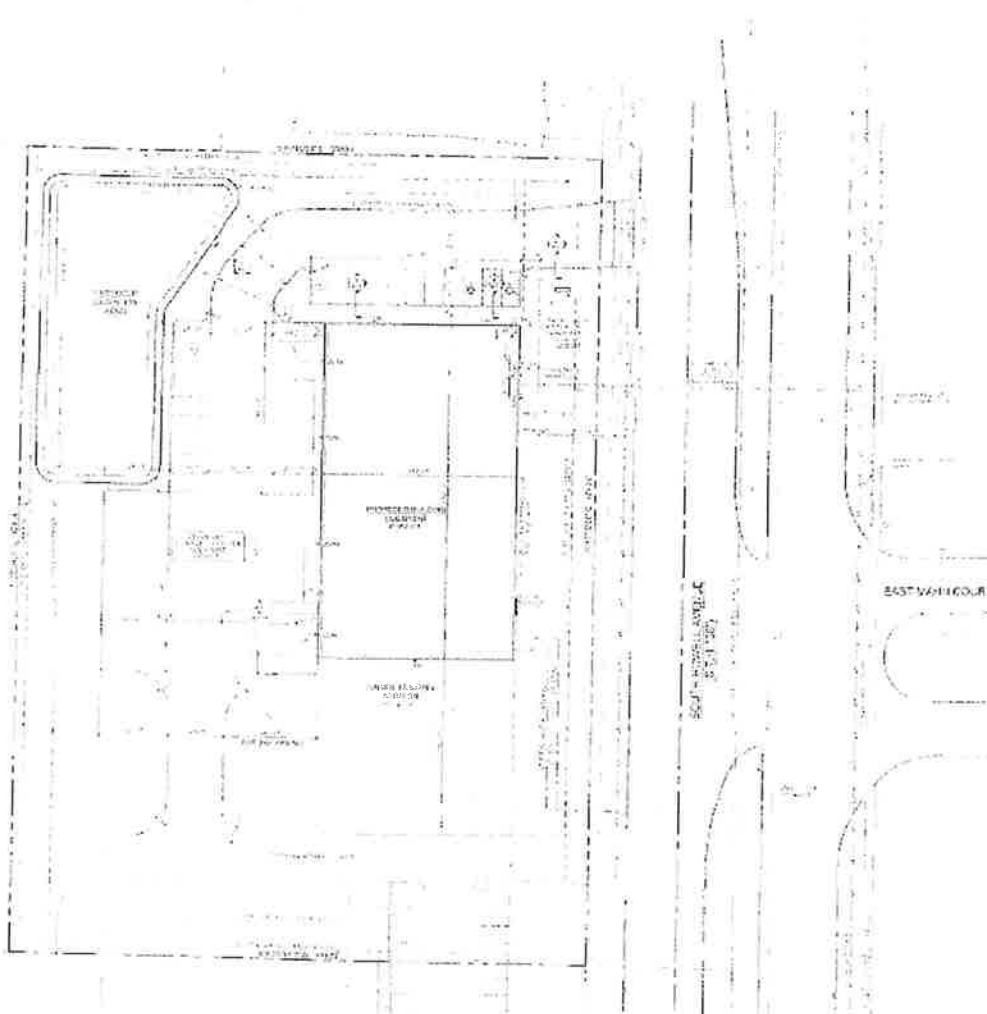
Building – \$1,792,000

New Equipment – \$500,000

Crane – \$175,000

EXHIBIT C

SITE AND BUILDING PLAN



SITE PLAN
SCALE 1/8" = 1'-0"

N

APPROVED

11-8-11

DESIGN

CONSTRUCT
 DEVELOPMENT • CONSTRUCTION

1173 W21510
 NORTHDALE PASSAGE WAY
 JACKSON, WI 53537

PHONE 262.577.9333
 FAX 262.577.9554

info@design121construct.com

BUILDING DESIGN FOR
NDT SPECIALTIES
 7365 S. HOWELL AVENUE
 WEST GREEN, MISSOURI

SHEET TITLE

REVISIONS

PROJECT DATA	
NO.	
DATE	11-08-11
PROJECT LOCATION	
SCALE	
DATE	
A1.0	

11-19-12

EXHIBIT D-1

PROJECT PLAN

(On file in the Office of the City Clerk)

11-19-12

EXHIBIT D-2

AMENDMENT NO. 1 TO PROJECT PLAN

(On file in the Office of the City Clerk)

11-19-12

EXHIBIT D-3

AMENDMENT NO. 2 TO PROJECT PLAN

(On file in the Office of the City Clerk)

EXHIBIT E**GUARANTEED TAX REVENUE****EXHIBIT****GUARANTEED TAX REVENUE**

**CITY OF OAK CREEK
RECOVERY OF \$210,000 DEVELOPER INCENTIVE
T.L.D. NO. 4
ADL/NDT**

<u>Year</u>	<u>Guaranteed Valuation</u>	<u>Guaranteed Tax Revenue</u>	<u>Incentive Balance</u>
2013	-0-		\$210,000
2014	\$1,500,000	\$34,725	175,275
2015	1,500,000	34,725	140,550
2016	1,500,000	34,725	105,825
2017	1,500,000	34,725	71,100
2018	1,500,000	34,725	36,375
2019	1,500,000	34,725	1,650
2020	1,500,000	34,725	0

Guaranteed Tax Revenue is based on the current tax increment rate of \$23.15/\$1,000

EXHIBIT F
MORTGAGE

Document Number	Document Name
	State Bar of Wisconsin Form 21-2003 MORTGAGE
	<u>ADL Enterprises II, LLC a Wisconsin limited liability company</u>
	("Mortgagor," whether one or more) mortgaged to <u>City of Oak Creek, a Wisconsin Municipal Corporation</u>
	its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ <u>210,000.00</u> evidenced by a note or notes, or other obligation ("Obligation") dated <u>of even date herewith</u> secured by <u>ADL Enterprises II, LLC</u>
	to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancing of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all right and interest, appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in <u>Milwaukee</u> County, State of Wisconsin ("Property");
	Recording Area
	Name and Return Address Lawrence J. Haskin, City Attorney Haskin & Book, s.c. 7300 S. 19th Street, Suite 140 Oak Creek, WI 53154
	Parcel Identification Number (PID)
	This <u>is not</u> nonresidential property (X) (is not)
	This <u>is not</u> a purchase money mortgage (X) (is not)

Being a part of the 1/4th of the 1st and 2nd sections of Section 5, Town 2 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, described and described as follows: Commencing at the Southeast corner of and to the west quarter section of Section 5, Town 2 North, Range 22 East, City of Oak Creek, Wisconsin, thence N 00° 30' 27" E, 262.21 feet, thence N 23° 32' 46" W, 72.15 feet to the point of beginning of the E. 1/4, thence to be described, thence N 29° 43' 44" W, 109.95 feet, thence S 60° 20' 27" E, 474.29 feet, thence S 89° 20' 09" E, 319.50 feet, thence S 00° 30' 27" W, 474.09 feet to the point of beginning. Containing 7.97 acres of land, more or less.

*(Document prepared by T&B South West Agency, Inc.)

1. MORTGAGOR'S COVENANTS.

- a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and statements of record, if any, and further accepting:
 - municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in 2012.
- b. **FIXTURES.** Any property which has been affixed to the Property and to used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.
- c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.
- d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage peril, and such other hazards as Mortgagee may require, without co-insurance, through insurance approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Mortgagee deems the restoration or repair to be economically feasible.

4. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

5. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a court at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

6. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9. below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

7. **EXPENSES AND ATTORNEY FEES.** In case of default, whether stated or not, all costs and expenses, including but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

8. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections §46-101 and §46-105, Wis. Stat., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

9. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rent, issues and profits of the Property during the pendency of such an action, and such rent, issues and profits when so collected shall be held and applied as the court shall direct.

10. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

11. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

12. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. ASSIGNMENT OF RENTS. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. ENVIRONMENTAL PROVISION. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which is known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Law"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Law. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon: (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property; (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property; or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim initiated or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. SECURITY INTEREST ON FIXTURES. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS. IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are ADL Enterprises II, LLC

(6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin and

(7) the address of the secured party is: City of Oak Creek

13. SINGULAR; PLURAL. As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated: _____

ADL ENTERPRISES II, LLC

(SEAL) * By: Lawrence J. Schneider, Sr., Sole Member

(SEAL) _____
(SEAL) _____

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____

STATE OF _____
COUNTY: _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not _____
authorized by Wis. Stat. § 106.06)

Personally came before me on _____
the above-named _____
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY
Timothy E. Kronquist, Esq.
Davis & Kuehau, s.c.

Notary Public, State of _____
My commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
MORTGAGE 2003 STATE BAR OF WISCONSIN FORJNO 11-1064
*Type names below signatures. 1001-11-10-11 (2008-03-2007) 1001sp01ms.pdf

11-19-12

EXHIBIT G

OWNERSHIP OF DEVELOPER

Lawrence J. Schneider, Sr. is the sole member of ADL Enterprises II, LLC.

City of Oak Creek Common Council Report

Meeting Date: September 17, 2013

Item No.: 11

Recommendation: That the Council adopt Resolution No. 11403-091713 approving a certified survey map for the property at 9170 S. 5th Avenue.

Background: This certified survey map for the City-owned utility corridor at 9170 S. 5th Ave. is submitted for the Lake Vista redevelopment project, and required for the Voluntary Party Liability Exemption (VPLE) through the Wisconsin DNR.


VPLE is a process implemented by the DNR in which parties can apply for limited liability on site contamination following a voluntary environmental investigation and cleanup of the property. The intent is to foster remediation and redevelopment of hazardous waste sites or brownfields. Under Wisconsin law, the entity or person who "causes," "possesses," or "controls" the contamination is liable and responsible regardless of when the contamination occurred. Local governments that qualify for the VPLE program benefit by not only cleaning up an environmental contamination, but also by offering an opportunity for redevelopment on a remediated site when developers may not have pursued the property without the cleanup.

The rules of the VPLE program require that the area enrolled in the program be a separate and distinct parcel. Lot 1 will be enrolled in the program; Outlot 1 will not.

The Plan Commission has reviewed this CSM and has recommended its approval.

Fiscal Impact: No new lots are being created. This property is tax exempt. However the clean up of this parcel will contribute to the redevelopment of the lakefront, which will have a positive impact.

Prepared by:


Doug Seymour, AICP
Director of Community Development

Respectfully submitted,


Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:


Bridget M. Souffrant
Finance Director/Comptroller

RESOLUTION NO. 11403-091713

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR THE CITY OF OAK CREEK

9170 S. 5th Avenue
(4th Aldermanic District)

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

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

WHEREAS, the Plan Commission has recommended that this certified survey map be approved subject to the all technical corrections being made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to all technical corrections being made.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th Day of September, 2013.

Passed and adopted this ___ Day of _____, 2013.

President, Common Council

Approved this ___ Day of _____, 2013.

Mayor

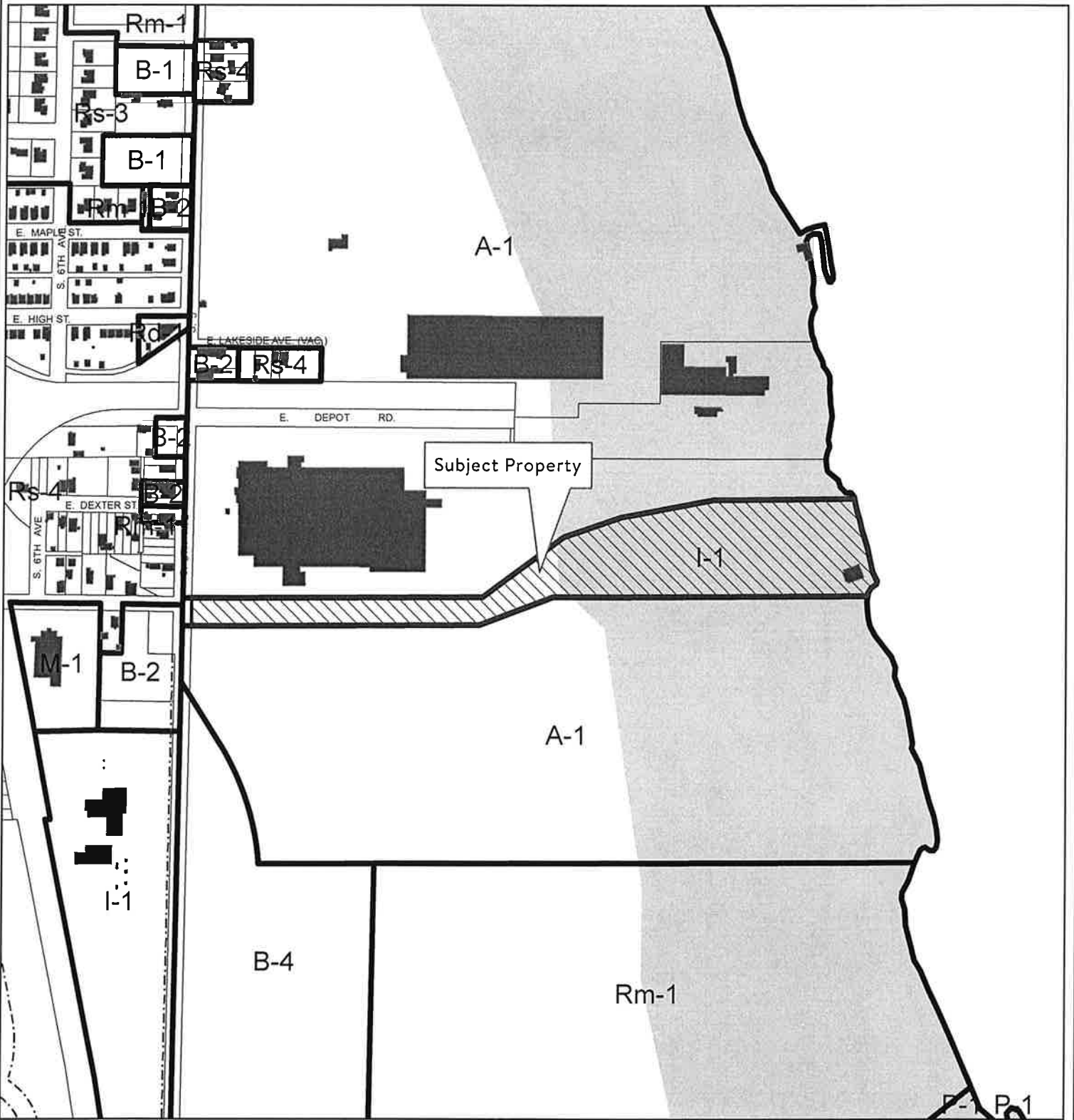
ATTEST:









City Clerk

VOTE: Ayes _____ Noes _____

Location Map

9170 S. 5th Ave.



Legend	
	9170 S. 5th Ave.
	Existing Street Pattern
	Flood Fringe (FF)
	Shoreland Welland Conservancy (C-1)
	Lakefront Overlay District (LOD)
	Mixed Use Neighborhood Overlay (NO)
	Mixed Use Office Overlay (OO)
	Regional Retail Overlay District (RR)

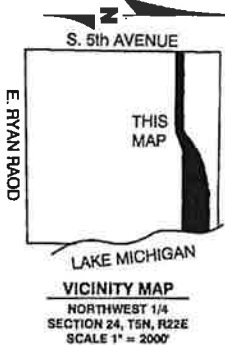
CERTIFIED SURVEY MAP NO.



BEING A PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

LAND INFORMATION SERVICES, INC.
ENGINEERS, SURVEYORS & CONSULTANTS

9110 W. STICKNEY AVENUE
WAUWATOSA, WI 53226
T 414-527-9000
WEB: WWW.LISINC.NET



SOUTHWEST CORNER
NORTHWEST FRAC. 1/4
SECTION 24-5-22
CONC. MON W/BRASS CAP
N: 324,897.20
E: 2,575,340.35

NORTHWEST CORNER
NORTHWEST FRAC. 1/4
SECTION 24-5-22
CONC. MON W/BRASS CAP
N: 327,645.16
E: 2,575,380.41

S. 5TH AVENUE
66' WIDE
N00°52'00"E
101.81'

○ INDICATES IRON PIPE FOUND

● INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.13 LBS PER LINEAL FOOT, SET.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

ALL BEARINGS SHOWN ARE REFERENCED TO WEST LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 24-5-22, WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE, AND ALL BEARINGS ARE REFERENCED TO GRID NORTH DECEMBER 2010.



WISCONSIN REGISTERED LAND SURVEYOR
MARK L. WERTZ S-1915

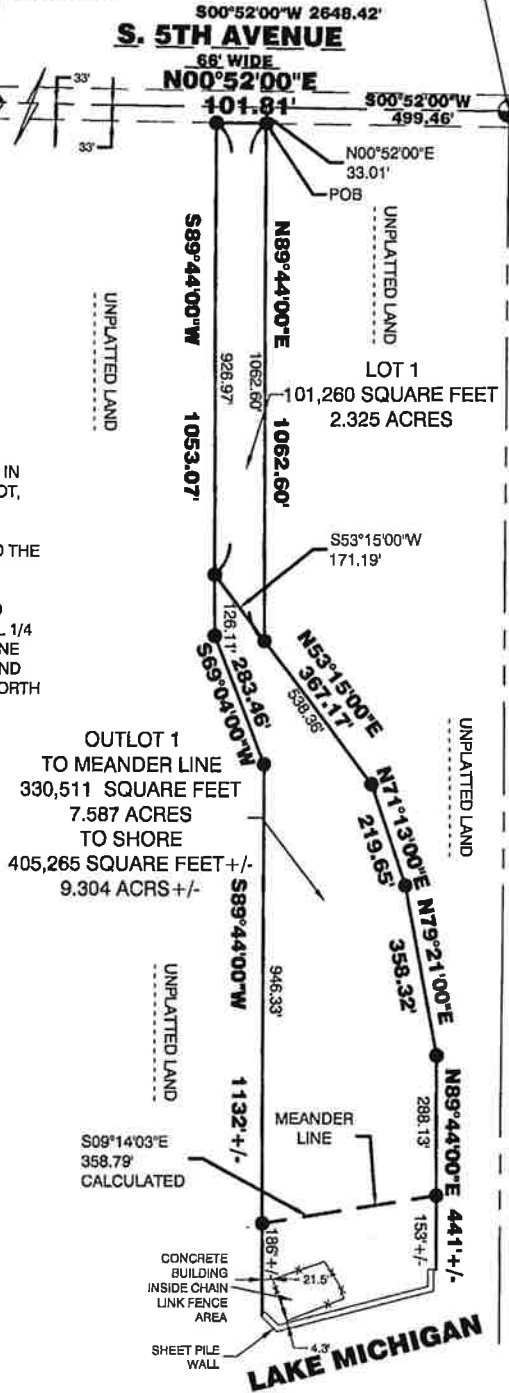


DRAWN BY: M.D.N.
CHECKED BY: M.L.W.
DATE: 8.5.13
LIS JOB NO.: S13038ROCSM

GRAPHIC SCALE



1 inch = 300ft.



City of Oak Creek Common Council Report

Meeting Date: September 17, 2013

Item No.: 12

Recommendation: That the Council adopt Resolution No. 11400-091713 approving a certified survey map for the properties at 9708 S. Howell Ave. & 9734 S. Howell Ave.

Background: Steve Bocek owns two contiguous properties on South Howell Avenue and is requesting permission to split the northern parcel into two parcels of conforming size (12,554 square feet each). No new access points are proposed off of Howell Avenue, classified as a major arterial roadway, for Parcels 1-3. Access for the proposed Parcel 2 is shown on the submitted map via a 20-foot ingress/egress easement over Parcel 3. Per the City Engineering Department's review, this easement should be in line with the existing driveway on Parcel 3.

Additionally, all driveways, a 42-foot-wide public utility (sanitary) easement along the South Howell Avenue right-of-way, and a 6-foot-wide public utility (drainage) easement along the eastern property lines of Parcels 1-3 should be shown on the map. Comments were solicited from the Wisconsin Department of Transportation for the proposal, and they have no objections to the map as no new access is proposed.

The Plan Commission has recommended its approval with the following conditions:

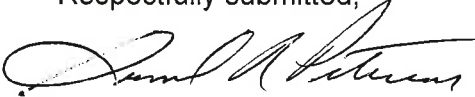
1. Update the map to depict the existing driveways and to correct any technical errors prior to recording.
2. Align the proposed 20-foot-wide ingress/egress easement to Parcel 2 with the existing driveway on Parcel 3.
3. Update the map to depict the 42-foot-wide public utility easement along the South Howell Avenue right-of-way prior to recording.
4. Update the map to depict the 6-foot-wide public utility/drainage easement along the eastern property lines of Parcels 1-3 prior to recording.

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

Prepared by:


Doug Seymour, AICP
Director of Community Development

Respectfully submitted,


Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:


Bridget M. Souffrant
Finance Director/Comptroller

RESOLUTION NO. 11400-091713

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR STEVE BOCEK

9708 S. Howell Ave. & 9734 S. Howell Ave.
(5th Aldermanic District)

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

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

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

1. Update the map to depict the existing driveways and to correct any technical errors prior to recording.
2. Align the proposed 20-foot-wide ingress/egress easement to Parcel 2 with the existing driveway on Parcel 3.
3. Update the map to depict the 42-foot-wide public utility easement along the South Howell Avenue right-of-way prior to recording.
4. Update the map to depict the 6-foot-wide public utility/drainage easement along the eastern property lines of Parcels 1-3 prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to all technical corrections being made.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th Day of September, 2013.

Passed and adopted this ___ Day of _____, 2013.

President, Common Council

Approved this ___ Day of _____, 2013.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

9708 & 9734 S. Howell Ave.



Legend

-  9708 & 9734 S. Howell Ave.
-  Existing Street Pattern

CERTIFIED SURVEY MAP NO. _____

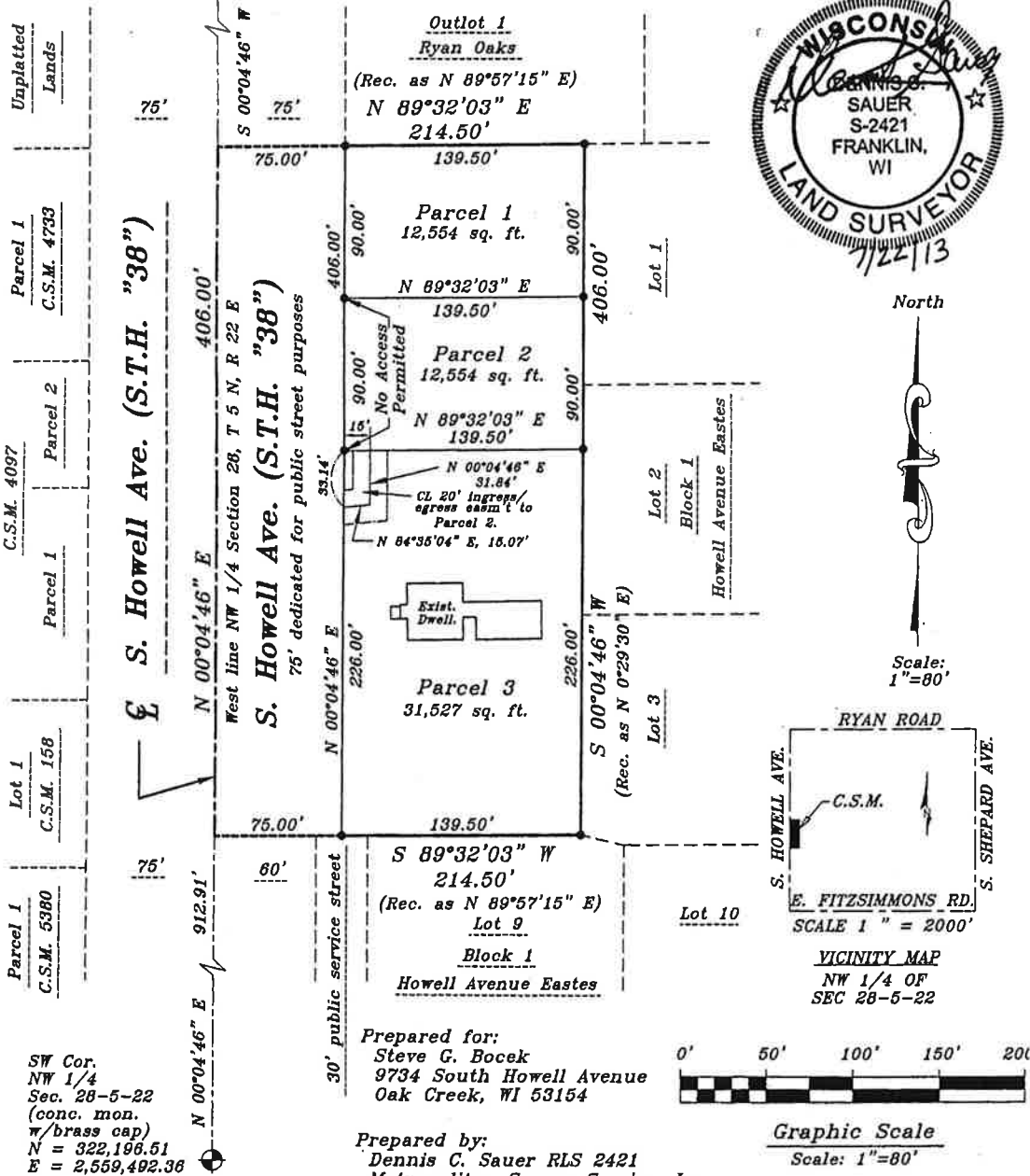
Being a part of the Southwest 1/4 of the Northwest 1/4 of Section 28, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Notes:

- — Denotes 1"x24" iron pipe set, weighing 1.13 lbs. (min.) per lin. ft.

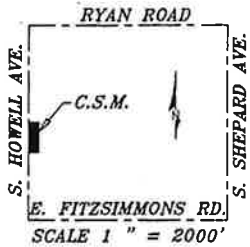
Map bearings refer to Grid North of the Wisconsin State Plane Co-ordinate System, South Zone, (NAD 27), with the West line of the NW 1/4 of Section 28, T 5 N, R 22 E having an assumed bearing of N 00°04'46" E.

NW Cor.
NW 1/4
Sec. 28-5-22
(conc. mon.
w/brass cap)
N = 324,834.17
E = 2,559,496.02

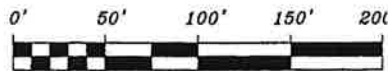


North

Scale: 1"=80'



VICINITY MAP
NW 1/4 OF
SEC 28-5-22



Graphic Scale
Scale: 1"=80'

Prepared for:
Steve G. Bocek
9734 South Howell Avenue
Oak Creek, WI 53154

Prepared by:
Dennis C. Sauer RLS 2421
Metropolitan Survey Service, Inc.
5800 Broad Street
Greendale, WI 53129

MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, AUGUST 27, 2013

Certified Survey Map – Steve Bocek
9708 s. Howell Avenue & 9734 S. Howell Avenue
Tax Key No.: 907-9980 & 907-9979

Ms. Papelbon explained to the Commission the applicant was requesting permission to split the northern parcel into two parcels of conforming size. No new access points are proposed off of Howell Avenue. Access for the proposed Parcel 2 is shown on the submitted map via a 20-foot ingress/egress easement over Parcel 3.

Commissioner Chandler questioned the locations of the public utilities. Ms. Papelbon pointed them out on the map. Commissioner Chandler questioned the purpose of the certified survey map. Mr. Steve Bocek explained he divided it in the past and the deal fell through, and at this time he would like to start selling off some of the extra land.

Commissioner Dickmann questioned if Parcel 1 would have access onto Howell Avenue. Ms. Papelbon pointed out the access for Parcel 1.

Commissioner Correll moved that the Plan Commission recommends to the Common Council that the certified survey map submitted by Steve Bocek for the properties at 9708 S. Howell Avenue and 9734 S. Howell Avenue be approved with the following conditions:

1. Update the map to depict the existing driveways and to correct any technical errors prior to recording.
2. Align the proposed 20-foot-wide ingress/egress easement to Parcel 2 with the existing driveway on Parcel 3.
3. Update the map to depict the 42-foot-wide public utility easement along the South Howell Avenue right-of-way prior to recording.
4. Update the map to depict the 6-foot-wide public utility/drainage easement along the eastern property lines of Parcels 1-3 prior to recording.

Commissioner Siefert seconds. Roll call, all voted aye. The motion to approve carries.

City of Oak Creek Common Council Report

Meeting Date: September 17, 2013

Item No.: 13

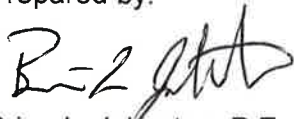
Recommendation: That the Common Council adopt Resolution No. 11402-091713, acquiring fee property (right-of-way), and temporary easements, for the S. Howell Avenue Wisconsin Department of Transportation maintenance project from Oakwood Road to Grange Avenue; and, to send a payment in the amount of the Award of Damages to the affected property owner (Project No. 12025) (1st, 2nd, 3rd, 5th, & 6th Aldermanic Districts).

Background: The acquisition (approved with Resolution No. 11298-110712) of real estate and easements is necessary for construction of sidewalks along the Howell Avenue corridor. The required acquisition has been determined to be agreeable by the affected property owners. The City has hired MSA Professional Services to handle all of the real estate acquisitions for the project. The City must acquire TLE and PLE on 63 parcels. The Council approved payment for 59 parcels previously. The acquisition acquired at this time is listed below.

Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
MRT Investments	100 W. Rawson	734-9027	76	TLE	\$100


Fiscal Impact: The total cost of this action is \$100, and is to be paid from CIP funds reserved in Project No. 12025.

Prepared by:



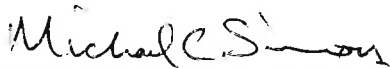
Brian L. Johnston, P.E.
Development Engineer

Respectfully submitted:



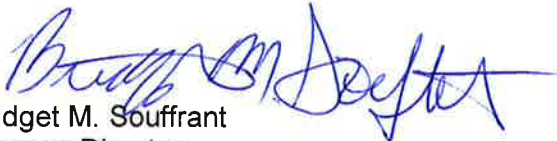
Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant
Finance Director

RESOLUTION NO. 11402-091713

BY: _____

RESOLUTION ACCEPTING FEE PROPERTY, AND TEMPORARY EASEMENTS FOR THE HOWELL AVENUE RECONSTRUCTION PROJECT

(PROJECT NO. 12025)

(1st, 2nd, 3rd, 5th & 6th ALDERMANIC DISTRICTS)

WHEREAS, the City of Oak Creek decided that public necessity demands the construction of sidewalk with the Wisconsin Department of Transportation maintenance project (2060-15-71); and

WHEREAS, the acquisition of fee simple title, and temporary easements were approved with Resolution No. 11298-110712, and

WHEREAS, the plat and relocation order for this project, with State I.D. 2060-15-21, have been approved and filed with the County Clerk for Milwaukee County, and

WHEREAS, the property owner listed below has agreed to land acquisition and grants easements to the City,

Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
MRT Investments	100 W. Rawson	734-9027	76	TLE	\$100

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

BE IT FURTHER RESOLVED, the Finance Director is hereby authorized and directed to prepare a check(s) in the amount(s) and to the owner(s) shown above for a closing to be scheduled and upon closing MSA 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 17th day of September, 2013.

Passed and adopted this 17th day of September, 2013.

President, Common Council

Approved this 17th day of September, 2013.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: September 17, 2013

Item No.: 14

Recommendation: That the Common Council considers a motion to award the E. Puetz Road – E. Forest Hill Avenue drainage improvements project unit price contract to the lowest responsive, responsible bidder, Advance Construction, Inc., at an estimated cost of \$249,904 (Project No. 09024).

Background: The E. Puetz Road – E. Forest Hill Avenue drainage improvements will lower the floodplain south E. Forest Hill with the addition of a new box culvert under E. Forest Hill Avenue, and ditch clearing and regrading back to E. Puetz Road. R.A. Smith designed the plans and the Engineering Department prepared the specifications for the project, and the work was advertised. This is a unit price contract; thus, the bids have been evaluated based on estimated quantities. The following bids were received.


Contractor	Bid
Advance Construction, Inc.	\$249,904.00
Veit & Company, Inc.	\$280,270.00
CW Purpero, Inc.	\$315,361.00
Reesman's Excavating & Grading	\$321,789.50
Western Contractors, Inc.	\$351,152.00
Willkomm Excavating & Grading	\$476,338.50

Fiscal Impact: This project was funded through the 2009 CIP Project No. 09024.

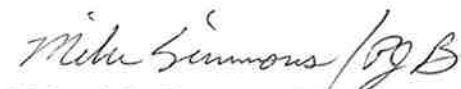
Prepared by:


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

Respectfully submitted:


Gerald Peterson, ICMA-CM
City Administrator

Approved by:


Michael C. Simmons, P.E.
City Engineer

Fiscal review by:


Bridget M. Souffrant
Finance Director

City of Oak Creek Common Council Report

Meeting Date: September 17, 2013

Item No.: 19

Recommendation: That the Common Council concur with the Personnel Committee's recommendations regarding organization for Administrative Services.

Background: Beginning in 2012, in preparation for a move into new city hall and Library facilities, and in response to the financial challenges resulting from the permanent tax levy freeze approved by the State legislature, administrative department managers have been meeting to develop an organizational structure and pay plan that will enable the City to provide high quality, efficient services to the public. Department managers who have been involved in these discussions and who will be present to lend their thoughts to this review include Barb Guckenberger, Catherine Roeske, Judi Price, Doug Seymour, Mike Simmons, Caesar Geiger, Mary Jane Trate, and Jeff Lynch. This group has established, after much consideration, guiding principles in the development of alternatives and their recommended approach to organization and pay issues. These guiding principles include the following:

1. No employee terminations or layoffs
2. When employee attrition occurs, opportunities for reorganization and/or staff reduction will be evaluated and implemented through a "master planning concept" that can be adjusted to reflect changing conditions
3. Development of a pool of cross-trained full time and part time employees to handle all administrative functions
4. A full contracting out of assessing services with Tyler Technologies as opposed to the current hybrid system which utilizes this private contractor and City employees.

Fiscal Impact: Attached to this report is a summary of recommendations made by the Personnel Committee for the Council to consider. A series of Council actions will be necessary if the Council concurs in these recommendations. These actions would be on future Council agendas.

Fiscal Review by:

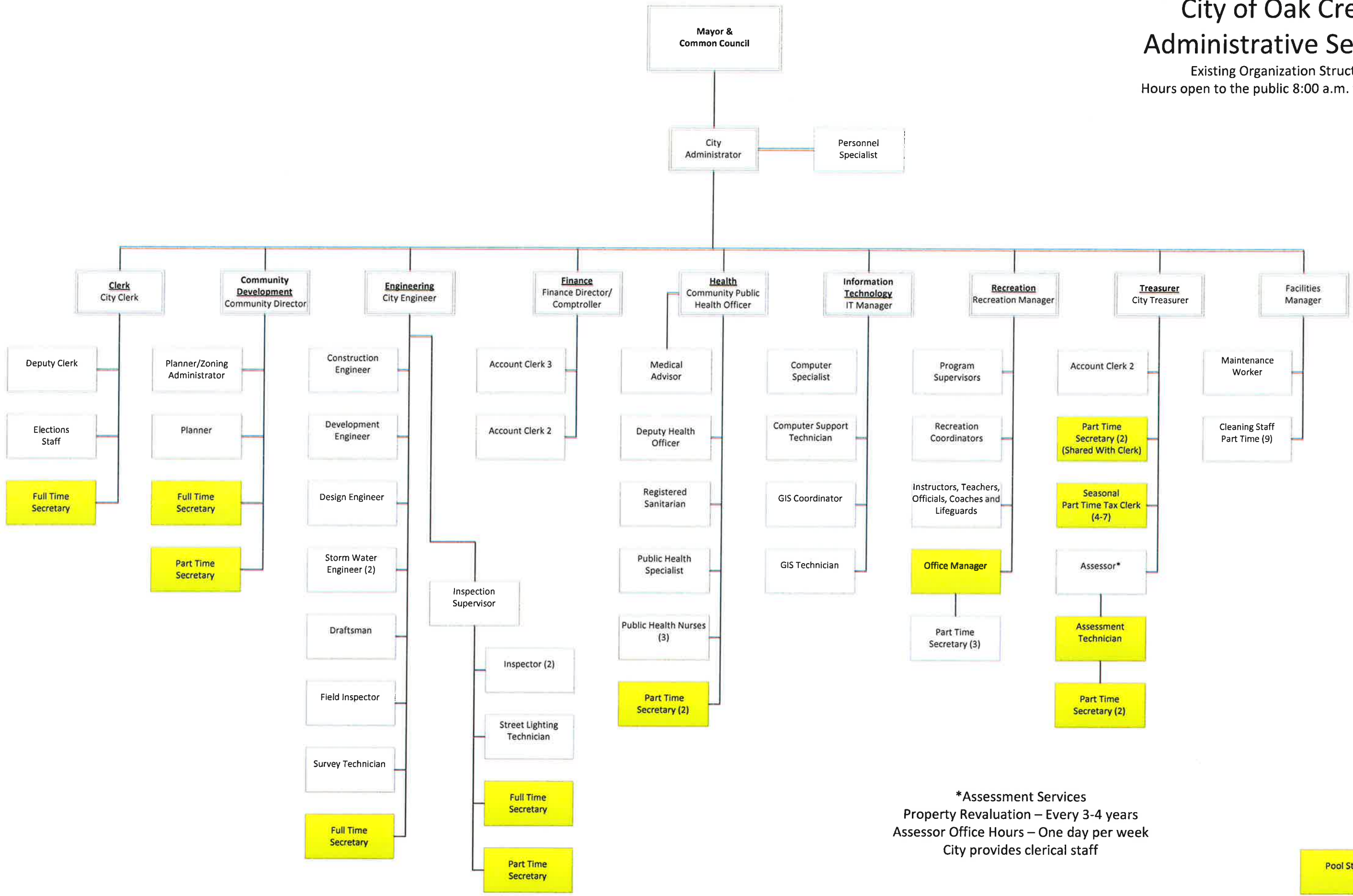

Bridget M. Souffrant
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Administrative Services

Existing Organization Structure
Hours open to the public 8:00 a.m. to 5:00 p.m.



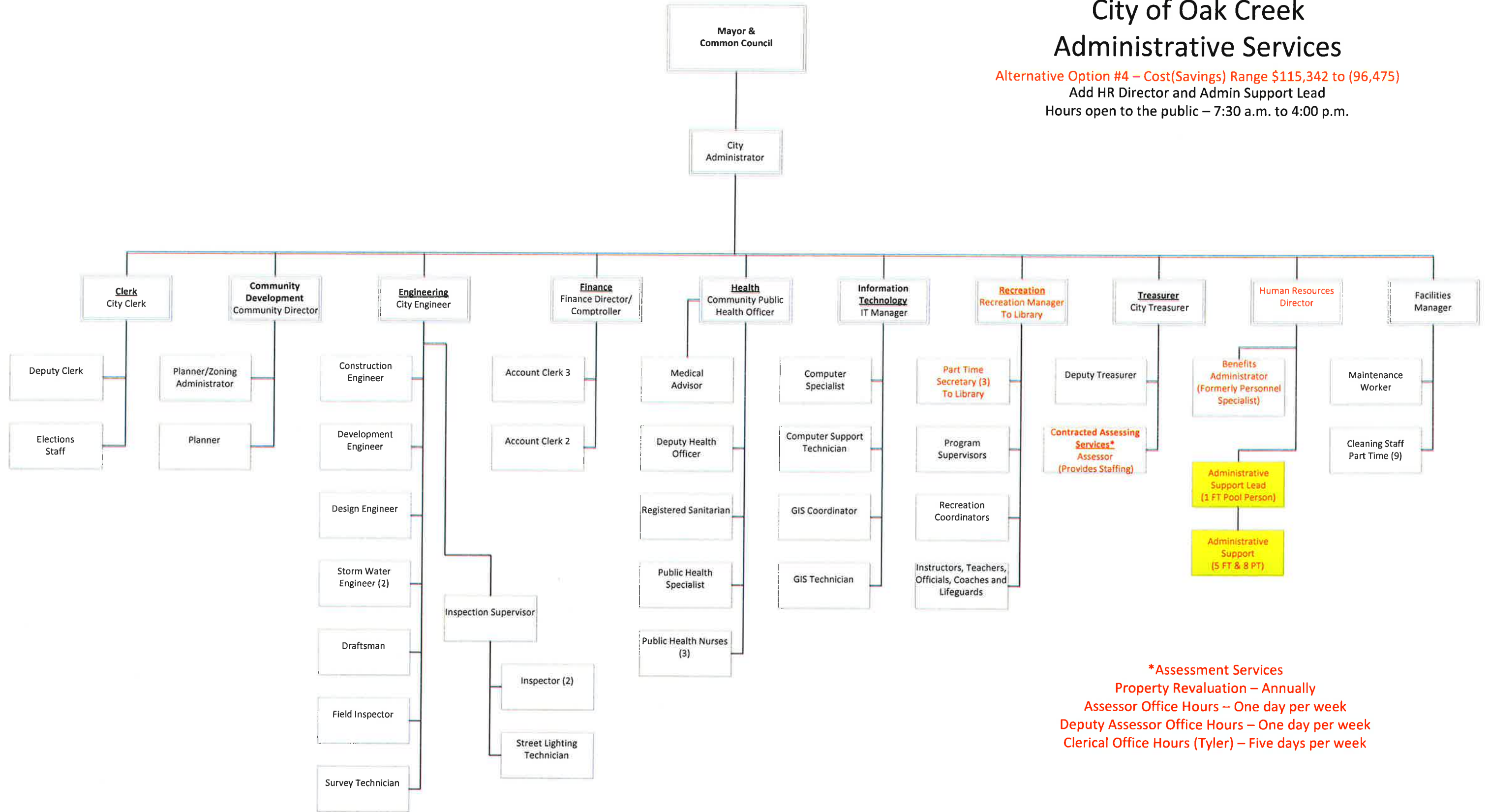
*Assessment Services
Property Revaluation – Every 3-4 years
Assessor Office Hours – One day per week
City provides clerical staff

Pool Staff

City of Oak Creek Administrative Services

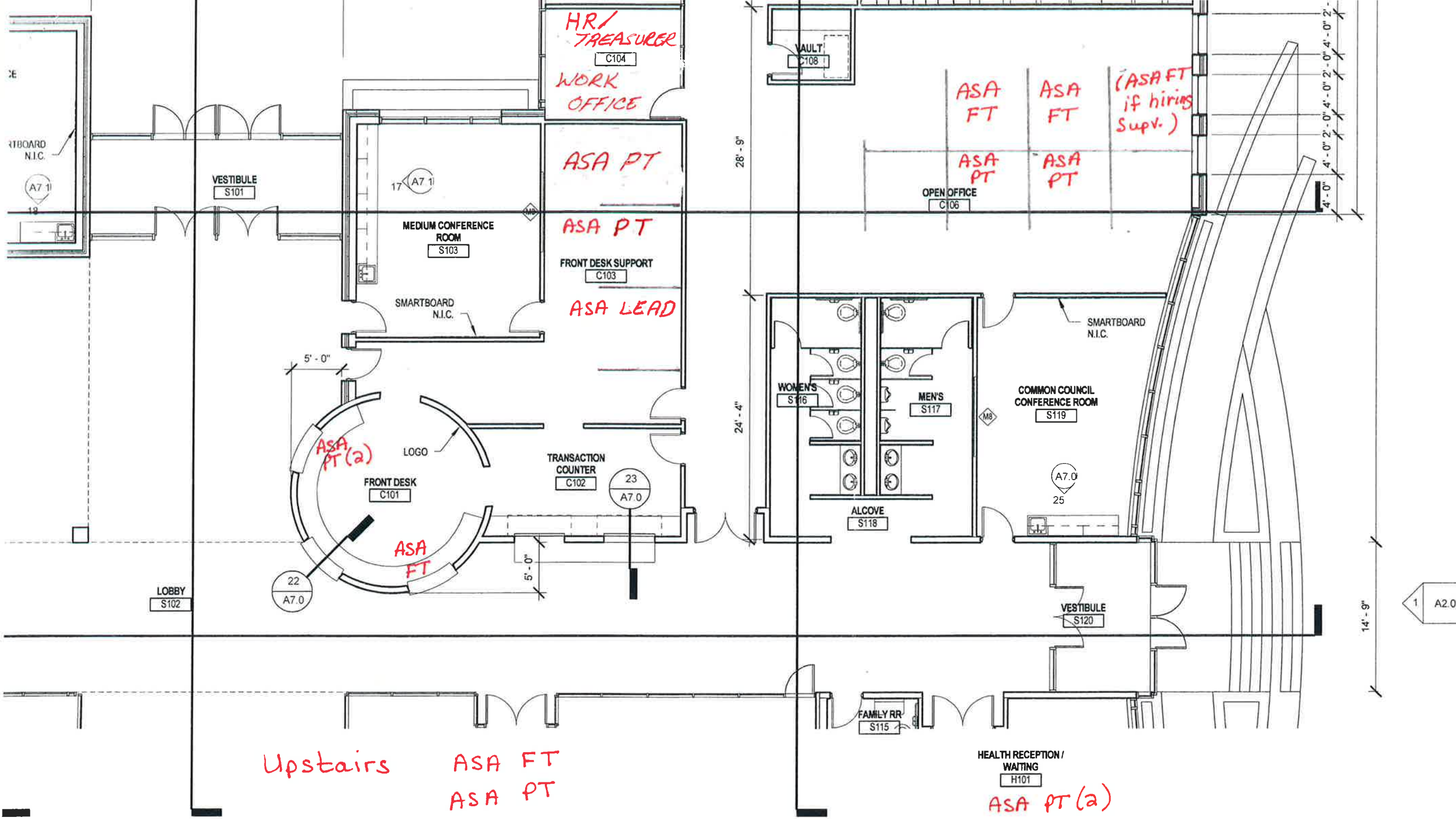
Alternative Option #4 – Cost(Savings) Range \$115,342 to (96,475)

Add HR Director and Admin Support Lead
Hours open to the public – 7:30 a.m. to 4:00 p.m.



*Assessment Services
Property Revaluation – Annually
Assessor Office Hours – One day per week
Deputy Assessor Office Hours – One day per week
Clerical Office Hours (Tyler) – Five days per week

Pool Staff



Project Title:
City of Oak Creek
Oak Creek City Hall & Library
Oak Creek, WI

Project Number:
3101

Issued For:

Issue Dates:
August 20, 2013

Sheet Title:
FIRST FLOOR
PLAN - UNIT A

Sheet Number:
A1.2