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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, DECEMBER 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: 12/3/13

Presentations

4. **Presentation:** Presentation by Bray Architects; Owner's Representative, Steve Chamberlin; and Community Development Director, Douglas Seymour, to update the Council on the City Hall, Library and Fire Station project.
5. **Presentation:** Presentation by SmithGroup JJR on their shoreline stabilization report and to concur with the staff recommendation on how to proceed, given various options identified in the report.

New Business

MAYOR & COMMON COUNCIL

6. **Resolution:** Consider Resolution No. 11440-121713, a Resolution Authorizing the Issuance and Sale of \$10,000,000 General Obligation Promissory Notes (by Committee of the Whole).
7. **Informational:** Update on Lake Vista Redevelopment.
8. **Resolution:** Consider Resolution No. 11438-121713, approving the partial release of the Development Agreement, partial release of the Right of First Refusal and partial release of the Restrictive Covenant for the Meijer parcel at Drexel Town Square (2nd District).
9. **Resolution:** Consider Resolution No. 11443-121713, establishing a storm sewer easement at Drexel Town Square (Tax Key No. 813-9023-005) (2nd District).
10. **Resolution:** Consider Resolution No. 11444-121713, approving a Consent to a Declaration of Access Easement by One West Drexel, LLC ("OWD") (2nd District).
11. **Motion:** Consider a motion to concur with the CDA's recommendation to approve a marketing service contract with Connect The Dots LLC (by Committee of the Whole).

12. **Motion:** Consider a *motion* to approve the appointment of Election Officials for the two-year period 1/1/14-12/31/15 (by Committee of the Whole).
13. **Motion:** Consider a *motion* to concur with the Mayor's reappointments as follows:
 - a. Board of Health – 3-year term to expire 9/2016
Aida Olen
 - b. Traffic & Safety Commission – 3-year term to expire 9/2016
Robert Pritchett
 - c. Water & Sewer Utility Commission – 5 year term to expire 9/2018
Fred Siepert
14. **Motion:** Consider a *motion* to approve the 2013 Vendor Summary Report in the amount of \$889,330.30 (by Committee of the Whole).

FIRE

15. **Motion:** Consider a *motion* to approve the necessary maintenance and repairs of the Fire Department's ladder truck (by Committee of the Whole).

COMMUNITY DEVELOPMENT

16. **Resolution:** Consider *Resolution* No. 11437-121713, an updated City Park and Open Space Plan (by Committee of the Whole).
17. **Resolution:** Consider *Resolution* No. 11442-121713, adding territory to Tax Increment Financing District 11 and amending the Project Plan for Tax Increment District No. 11 (2nd District).
18. **Resolution:** Consider a motion to **hold** *Resolution* No. 11441-121713, vacating a portion of the E. Forest Hill Avenue right-of-way until after the required public hearing scheduled for February 4, 2014 (3rd District).

LICENSE COMMITTEE

The License Committee met on 12/11/13. Minutes are attached. A recommendation is being made as follows:

19. **Motion:** Consider a *motion* to grant an Operator's license to Kerry L. Skrzypczak, 1024 Monroe St., South Milwaukee (Branded Steer).

The following items were received after the License Committee met. Tentative recommendations are being made as follows:

20. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
 - Megan M. Pavelchik, 2427 S. Lenox St., Milwaukee (7-Eleven)
 - Stacy Humsik, 2200 E. Oak Ridge Ln., Oak Creek (Jim Dandy's)

21. **Motion:** Consider a *motion* to grant a renewal adult entertainment business license for the 2014 licensing year to SJB LLC, Stephanie Higgins, (formerly Stephanie Benz) agent, doing business as The New Spice II, 7070 S. 27th Street, with issuance subject to payment of 2013 personal property taxes and Inspection Department approval (favorable background reports received).

22. **Motion:** Consider a *motion* to grant an Employee license for the 2014 licensing year for an adult entertainment business for The New Spice II to the following (favorable background reports received):
 - Mary E. Staat, employee
 - Calvin H. Wiley, employee

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: December 17, 2013

Item No. 5

Recommendation: That the Common Council consider a presentation by SmithGroup JJR on their shoreline stabilization report and concur with the staff recommendation on how to proceed, given various options identified in the report.

Background: At its September 4, 2012 meeting (see CCR report attached), the Council authorized a professional services contract with JJR in the amount of \$116,770. The services provided under that agreement included data collection and testing of existing bluff conditions including mapping, field reviews, geotechnical testing and analysis, shoreline bathymetry survey and mapping, and the establishment of baseline conditions analysis involving wave simulations and coastal modeling. Services for this report have also been provided by Environ and Dr. Tuncer Edil, a University of Wisconsin professor who specializes in bluff stabilization issues.

Attached is a copy of the report. Representatives from JJR will be making a presentation of this report and staff will be making a recommendation to the Council on to how to proceed, given the various options identified in the report. A technical report is available to complement and provide detailed information regarding the study. This information may be viewed at the City Clerk's office or at the Oak Creek Library.

It should also be noted the Council authorized a Lakefront Stormwater Master Plan Service Agreement with SmithGroup JJR in September 2012. That work is now complete and forms some of the technical information necessary for site and bluff planning. Services under that agreement were \$119,000 of which \$83,000 was paid for from a grant.

Fiscal Impact: The cost for contract services to complete the report is \$116,770. The City has received \$40,000 in grants toward the payment of these costs. Remaining costs will be paid from the City's 2011 and 2012 capital budget for lakefront work.

Fiscal Review by:


Bridget M. Spuffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: September 4, 2012

Item No.: 6

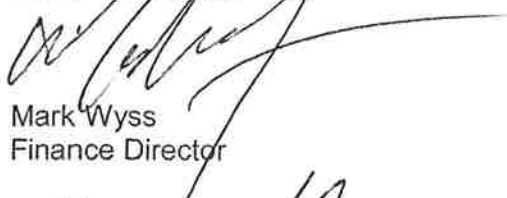
Recommendation: That the Common Council approve an Agreement with Smithgroup JJR in the amount of \$116,700 for lakefront bluff stabilization.

Background: Throughout the City's review and consideration for the acquisition of properties along the lakefront, there has been a recognition that bluff stabilization issues need to be addressed. Preliminary work has been performed by Dr. Tuncer Edil, a University of Wisconsin Professor, which has provided the City with some basic information about the bluff. It is recommended by the city's environmental consultant and by the City's development team that there is a need to further evaluate bluff stability along the entire lakefront planning area from the MMSD plant south to Bender Park. Recent property acquisitions and access agreements with property owners now allow the City to study and evaluate the entire shoreline. This access is needed to perform a comprehensive bluff stabilization study and to recommend cost effective approaches to be implemented in the future.

Attached is a proposal for professional services to help create a bluff stabilization strategy for lakefront redevelopment. These services are contemplated to be done in conjunction with stormwater services which were part of a separate Council report which you considered earlier this evening. This work would involve data collection and testing of the existing bluff including: mapping, field reviews, geotechnical testing and analysis, shoreline bathymetry survey and mapping, and the establishment of a baseline conditions analysis involving wave simulations and coastal modeling. These services would be needed to develop bluff and shoreline stabilization alternatives and to prepare a preferred bluff and shoreline stabilization alternative. The preferred alternative work includes probable construction costs and design issues.

Fiscal Impact: The cost for these services is \$116,770 for which funds have been budgeted. The City staff will also be submitting a grant application under the Coastal Zone Management Grant Program which may provide up to \$22,000 toward this project.

Fiscal Review by:



Mark Wyss
Finance Director

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Review by:



Lawrence Haskin
City Attorney



SMITHGROUP JJR

July 19, 2012

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

RE: Proposal for Professional Services
Bluff Stabilization Strategy for Lakefront Redevelopment

Dear Jerry:

SmithGroupJJR, LLC, in partnership with ENVIRON International Corporation and Geo Engineering Consulting, LLC (Dr. Tuncer Edil), hereinafter referred to as the Project Team, is pleased to submit the following proposal of professional services to the City of Oak Creek (hereinafter referred to as "City").

PROJECT UNDERSTANDING

The City of Oak Creek has long pursued the goal of providing public recreational access to the Lake Michigan lakefront. The end of over a century of heavy manufacturing on the lakefront has provided the City of Oak Creek with an unprecedented opportunity to revitalize a 250-acre lakefront site along the shore of Lake Michigan. Multiple studies, including the 2009 ULI study and the 2011 Lakefront Redevelopment Action plan envision complete site redevelopment, resulting in public park and recreational space, common ownership residential, office and/or light industrial, and limited retail. An important aspect of the plan is utilization of specified areas of the site for civic use and the dedication of the entire lakefront edge for public access with recreational opportunities.

There is a 4,700 foot long bluff along the eastern edge of six parcels in the Lakefront Redevelopment Area. Six of the properties have varying lengths of lakeshore frontage along a 75 to 80 high bluff. In 2011, Dr. Tuncer Edil was retained by the City to provide an initial evaluation of the current condition of the bluffs along these sites. In general, Dr. Edil concluded the following:

- EPEC property: The bluff on the EPEC property (Figs. 8 and 9 in the Edil assessment) has been regraded to what appears to be stable slope angle. The shore has been protected with a revetment constructed of quartzite rock. The regraded slope is at an angle that should be stable for the most part into the future as long as the slope remains vegetated.
- DuPont Site: The bluff at the DuPont property has a discontinuous cover of concrete slabs on the bluff face. This bluff appears prone to failure and is steeper than the stable slope angle for these materials. There is bare bluff exposed at several locations. In particular, several hundred feet of the northern part of the property is still undergoing bluff failure. The beach and nearshore are littered with concrete slabs in the central and southern part of the property. These provide some shore protection, but they will not be effective in the long term. If lake level is higher in the future, erosion of the base of the bluff will take place removing support from the slope above. In the long-term this bluff will need attention.
- City Utility Property: The City of Oak Creek property is a location of the water intake plant and is protected by revetment.
- Wabash Alloys Site: The Connell property is a short stretch of bluff, but is failing (Fig. 11). There is a low offshore breakwater that has its southern end at approximately the southern end of this property. There is a possibility of wave erosion between the breakwater and the City of Oak Creek revetment to the south.

SMITHGROUP JJR

- **Hynite (Fifth Properties)** This site has a high bluff that is failing (Fig. 11). Present slope angles are 28 to 30° indicating that bluff failure will continue to take place here through shallow slides and slumping. On-going recession is likely to continue and the bluff will remain unstable unless steps are taken to stabilize it.
- **Former Oak Creek Storage and Handling-** The former Oak Creek Storage and Handling property has a high bluff that is failing in many places. Bluff angles range from 30 to 40 degrees and are considered generally unstable. The southern portion of the shore line is protected by a revetment and heavier vegetative cover. However, this property will continue to erode unless the bluff is stabilized and shore protection provided.

The implications of bluff recession are complicated on most of the sites by the presence of contaminated soil associated with former industrial activities. Placement of a soil cap to protect future land users from direct contact with impacted soil and limit erosion that could migrate into Lake Michigan, has been selected as the main remedial action for portions of all the previously identified properties. Cover management requirements will include consideration of bluff recession as part of a long term care plan and will become a component of a closure plan in locations of active erosion. Dr. Edil's report provided a generalized assessment of the bluff stability for each property and described conceptual approaches to cost-effectively improve bluff stability. He recommended additional assessment of current site specific information to refine bluff stability alternatives and provide preliminary estimates of comparative costs. The remainder of this proposal provides the scope of work needed to develop that information.

The limits of this project include the lakefront edge of the Lakefront Redevelopment Area as defined in the 2011 Lakefront Redevelopment Action Plan, including the shoreline and the bluff from the shoreline to the proposed top of slope (the "Project Limits"). The objective of this project is to collect additional site specific data, develop alternatives for stabilizing the bluff within the Project Limits, and recommend the preferred approach for City concurrence. With this analysis and approach, the City will then be in a strong position to seek and obtain implementation funding from state, federal, and other sources.

SCOPE OF SERVICES

Basic Services

This set of tasks is supplemental to the Oak Creek Lakefront Stormwater Master Plan (OCLSWMP), described in a separate proposal. The City of Oak Creek must accept the terms of the OCLSWMP for this proposal to be valid. Readers should review this scope of services while comparing it against the OCLSWMP proposed scope of services.

TASK 1 DATA COLLECTION AND TESTING

Task 1.1 Plan and Coordinate Program/Establish Objectives

In addition to the tasks described in Task 1.1 of the OCLSWMP agreement, the Project Team will assist the City in planning and coordinating testing activities to obtain supporting data for the bluff stabilization study. Additional representatives of SmithGroupJJR, Environ, and Dr. Edil will participate in the OCLSWMP Task 1.1 meeting to coordinate among project team members and the City to develop bluff stabilization testing programs and guidelines.

Task 1.2 Compile Existing Mapping/Data

Bluff stabilization activities associated with this task will be completed under OCLSWMP agreement.

Task 1.3 On-Site Field Review

Bluff stabilization activities associated with this task will be completed under OCLSWMP agreement.

SMITHGROUP JJR

Task 1.4 Existing Conditions Mapping

Bluff stabilization activities associated with this task will be completed under OCLSWMP agreement.

Task 1.5 Geotechnical Testing and Analysis

Dr. Edil and SmithGroupJJR will enlist the services of a qualified geotechnical subconsultant to implement the geotechnical testing. Coordinating with the City, the Project Team will develop a geotechnical testing program that will identify the desired number of soil borings as well as locations, depths, and soil testing requirements. The specific Scope of Services for this task is contingent on the overall program and objectives developed in Task 1.1. However, it is anticipated that the general Scope of Services will include drilling soil boring, performing specified tests to determine physical characteristics of on-site soils, and preparation of a Geotechnical Report which will include boring logs, testing results, a description of testing procedures, and recommendations.

The Project Team will prepare a Request for Proposals and solicit proposals from up to three geotechnical testing firms to drill soil borings and prepare lab testing reports. The Project Team will review the received proposals and select a subconsultant to perform geotechnical testing. The Project Team will coordinate with the geotechnical subconsultant to review results and receive answers to questions regarding results.

Task 1.6 Shoreline Bathymetry Survey and Mapping

a. *Bathymetric Survey*

SmithGroupJJR will perform a bathymetric survey of the lakebed to determine the current topography. The survey will establish a baseline for future conceptual development as well as obtain the necessary area to model the effects of wave dynamics and sediment transport in the vicinity of the proposed improvements. The survey limits generally extend from the shoreline within in the project area lake ward approximately 1000 feet (or to a depth of 10 feet from the Low Water datum, whichever is further) from 500 feet north to 500 feet south of Project Limits.

The bathymetric survey will be conducted using a survey boat and SmithGroupJJR's echo-sounding and GPS equipment. The bathymetric survey will include a 100-foot transect grid within the survey limits.

Near-shore areas, or those areas which are generally two feet or less of water depth, will be surveyed using land-surveying equipment by the same survey crew during the same trip. The land survey will extend to the Lake Michigan high water mark elevation.

b. *Data Translation & Drawing Assembly*

SmithGroupJJR will translate the collected data and generate mapping of the lakebed contours. Data will be adjusted for variation in water levels and correlated to the land coordinate system, allowing data import to AutoCAD Civil 3D and creation of a bathymetric base map. The contour mapping will be overlaid on an aerial photo to show its approximate relationship with the shoreline. SmithGroupJJR will prepare one detailed bathymetric map delineated to 1 foot contours, and provide it to the City via one (1) electronic copy on CD (Adobe Acrobat and AutoCAD formats) and one (1) full size printed copy.

SMITHGROUP JJR

Task 1.7 Regulatory and City Staff Meeting

Bluff stabilization activities associated with this task will be completed under OCLSWMP agreement.

Task 1.8 Stakeholders Meeting

Bluff stabilization activities associated with this task will be completed under OCLSWMP agreement. ENVIRON International Corporation and Geo Engineering Consulting, LLC will participate.

Task 1.9 Summary Memorandum

The Project Team will prepare a memorandum that summarizes the implications of the existing data and additional testing conducted under this task.

TASK 2 BASELINE CONDITIONS ANALYSIS

Task 2.1 See OCLSWMP agreement

Task 2.2 Bluff Stability Analysis

To provide a calibrated basis for analysis of proposed slope configurations, a computer model of the existing bluff and profiles will be analyzed and compared to field observations. Existing available contour data along with the soil and groundwater information developed in Task 1.5 will be used as input data for the slope for analysis. Up to four representative geological cross-sections along the bluff will be established to accommodate the range and variability of subsurface conditions.

A computer model will be used to analyze the existing slope. The model analyzes the slope stability using a limit equilibrium analysis with methods developed by Bishop, Spencer and Janbu. Deep seated circular failures and shallow wedge, or sliding block, type failures will be evaluated. The analysis can be enhanced using a probabilistic approach to analyze the bluff stability or numerical modeling as needed. In this approach, those factors which can vary, such as water table position and soil strength, are estimated based on the existing data and their variability and reflected in the analyses. Such approach allows evaluation of and development of stabilization concepts in a rational way for the extended shoreline reach beyond the specific cross-sections analyzed by the model. The analyses will incorporate the appropriate toe protection measures, and will consider both flattening and terracing of the proposed slopes.

Task 2.3 Wave Simulations, Coastal Modeling, Analysis

The work described in this task will provide a description of relevant coastal engineering data required to undertake detailed design of the shore protection system and to evaluate the influence of this system on the natural processes occurring at the site. Specifically, the following items will be assessed:

- Wave climate at the site (including the effects of wave shoaling, refraction, diffraction and breaking)
- Evaluation of coastal processes along the site
- Evaluation of design water levels
- Document coastal morphology
- Potential impacts of constructing shore protection
- Identification of shore protection schemes to be assessed in the final design stage.
- The impact of the measures on the updrift and downdrift environment.

SMITHGROUP JJR

These tasks will be accomplished using advanced numerical modeling techniques and by reviewing the performance of similar structures/schemes that have been implemented in the Greater Milwaukee area over the past few decades.

TASK 3 REDEVELOPMENT IMPACT ANALYSIS

Activities associated with this task will be completed under OCLSWMP agreement.

TASK 4 CONCEPT DEVELOPMENT, ANALYSIS, AND RECOMMENDATIONS

Tasks 4.1-4.6 See OCLSWMP agreement

Task 4.7 Bluff and Shoreline Stabilization Alternatives

Using the calibrated computer model developed in Task 2.2, SmithGroupJJR will analyze various alternative proposed slope configurations for long-term stability. The Project Team will develop up to three concepts. All alternatives will incorporate the upland stormwater management concepts that are recommended in the OCLSWMP agreement. The common goals among all alternatives will be to effectively manage soil contamination and eventually provide a stabilized slope. The breadth of the alternatives will reflect a range of probable stabilization opportunities. All alternatives and the resulting recommended approaches will minimize the costs to the City, combining both moderate and low cost stabilization approaches with the inclusion of elements that will attract further outside funding support.

The conceptual analyses at other sites suggested that a slope inclination of 2.5 – 3.0 H:1V, in conjunction with adequate toe protection, would be adequate for long-term stability. These slopes, as well as steeper slopes and slopes with compound configurations, will be analyzed using the updated data base. If the latter are determined to be stable and can be constructed safely, a substantial savings in material and construction costs could result. The impact of active surface and groundwater management on bluff stability will be investigated. Finally, the use of various geotechnical methods and products, such as mechanically stabilized slopes, stabilizing berms, horizontal and vertical drains, and products used to accelerate the establishment of vegetation on the face of the slope to reduce erosion will be considered.

Task 4.8 Preferred Bluff and Shoreline Stabilization Alternative

In addition to the task described in the OCLSWMP agreement, the Bluff Stabilization Project Team will meet with the City to review and select a preferred bluff and shoreline stabilization alternative.

Task 4.9 Bluff Stabilization Opinion of Probable Construction Costs

The Project Team will develop an order of magnitude-level Opinion of Probable Construction Costs for recommended near term improvements for the bluff within the Project Limits.

Tasks 4.10-11 See OCLSWMP agreement

TASK 5 FINAL REPORT AND ADMINISTRATION

Task 5.1 See OCLSWMP agreement

SMITHGROUP JJR

Task 5.2 Bluff Stabilization Design Memorandum

The Project Team will prepare a summary design memorandum that describes project objectives and constraints, the various alternatives evaluated the preferred alternative, and the order of magnitude Opinions of Probable Construction Cost. The report will include a three-dimensioned representation of the final plan that will be a high-quality perspective graphic to allow enhanced appreciation of view sheds and elevations. The final report and graphics will be formatted and prepared to allow for future use in coordination with funding agencies and within funding applications. SmithGroupJJR will prepare a summary memorandum, provided via one (1) electronic copy on CD (Adobe Acrobat and AutoCAD formats) and one (1) printed color copy.

Task 5.3 See OCLSWMP agreement

Extra Services

In addition to the above services, the Project Team would be pleased to provide Extra Services that are requested by the City. Labor and reimbursable expenses for services in addition to those described above, shall be compensated in accordance with SmithGroupJJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by SmithGroupJJR. Attached is SmithGroupJJR's Standard Fee and Reimbursement Schedule for Extra Services. Extra Services may include, but are not limited to, the following:

- Providing services to investigate existing conditions of facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information, including survey information furnished by the Client.
- Providing services to investigate the work of separate consultants retained by the Client.
- Revising drawings or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within SmithGroupJJR's control.
- Preparing perspectives, renderings, or models prepared upon the City's request and not otherwise provided herein.
- Attending meetings or making presentations to interested groups or agencies other than those specifically provided herein.

SCHEDULE

The Project Team proposes a six month schedule to complete the above-described tasks. If any additional services are needed or requested, or if project delays outside of the control of SmithGroupJJR occur, this schedule may need to be adjusted.

COMPENSATION

Basic Services

The City of Oak Creek shall compensate SmithGroupJJR for the SERVICES and in accordance with the Conditions of this Agreement for a lump sum fee of \$116,770.

SMITHGROUPJJR

The information contained in the above SCOPE OF SERVICES is proprietary and shall not be disclosed to any parties outside of the City's staff or be duplicated, used or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the City shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with SmithGroupJJR.

We have attached SmithGroupJJR's standard CONTRACT FOR PROFESSIONAL SERVICES (EXHIBIT A) for your review and approval. Your signature below indicates your acceptance of the above SCOPE OF SERVICES and the CONTRACT FOR PROFESSIONAL SERVICES (EXHIBIT A), and will become a binding agreement between SmithGroupJJR and the City of Oak Creek.

Thank you for contacting SmithGroupJJR. We look forward to working with you on this project.

Sincerely,



Bill Brose, P.E.
Vice President

Enclosures

AUTHORIZED SMITHGROUPJJR OFFICER:

BY: William Brose TITLE: Vice President

PRINTED

SIGNATURE: William Brose DATE: July 19, 2012

AUTHORIZED CITY OF OAK CREEK REPRESENTATIVE:

BY: _____ TITLE: _____

PRINTED

SIGNATURE: _____ DATE: _____

**EXHIBIT A
CONTRACT FOR PROFESSIONAL SERVICES**

**EXHIBIT A
CONTRACT FOR PROFESSIONAL SERVICES**

SmithGroupJJR, LLC, hereinafter referred to as "SmithGroupJJR," and City of Oak Creek, hereinafter referred to as "CLIENT," agree as follows:

I. SERVICES

SmithGroupJJR agrees to provide the professional services, as described in the preceding SCOPE OF SERVICES, hereinafter referred to as "SERVICES."

II. COMPENSATION TERMS

A. Method of Payment

1. Payments on account of SmithGroupJJR's SERVICES shall be made monthly in proportion to services performed upon receipt of invoice. Balances remaining unpaid after thirty (30) calendar days are subject to a monthly finance charge of 1 percent (12 percent annually) until paid.
2. SmithGroupJJR reserves the right to suspend work on the project at such time as payment for professional services has become delinquent for sixty (60) calendar days through no fault of SmithGroupJJR. In the event that SmithGroupJJR shall be successful in any suit for damages for breach of this AGREEMENT, including non-payment of invoices, SmithGroupJJR shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action.
3. SmithGroupJJR reserves its right to file a Mechanic's Lien against the property of the CLIENT for which professional services are being performed in the event the SERVICES performed on behalf of the CLIENT are not paid for in accordance with the terms of this AGREEMENT.

B. Subsequent Taxes or Fees

Any taxes or fees, enacted by local, state or federal government subsequent to the date of this AGREEMENT, and based on gross receipts or revenues will be added to amounts due under this AGREEMENT, in accordance with any such fees or taxes.

C. Extra Services

Services in addition to those described as Basic Services in the preceding SCOPE OF SERVICES are to be compensated at the hourly rates noted, and for related reimbursable expenses, in accordance with SmithGroupJJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by SmithGroupJJR.

III. SCHEDULE

SmithGroupJJR is prepared to initiate the Basic Services upon receipt of a signed copy of this AGREEMENT. The preceding SCHEDULE provides a more detailed description of the project schedule.

**EXHIBIT A
CONTRACT FOR PROFESSIONAL SERVICES**

- D. In the event a legal or equitable action is brought under this AGREEMENT or any other agreements SmithGroupJJR is subject to as part of this project, the venue for such action shall be the County of Dane of the State of Wisconsin. In the event that any legal or equitable action is brought under this AGREEMENT or any other agreements SmithGroupJJR is subject to as part of this project in Federal Court, the venue for such action shall be the Federal Judicial District of Wisconsin, Western District.

X. MODIFICATIONS

Modifications to this AGREEMENT shall be made only by the mutual written consent of the parties hereto.

XI. ELECTRONIC MEDIA

Because data stored on electronic media can deteriorate undetected or can be modified without SmithGroupJJR's knowledge, the CLIENT agrees that SmithGroupJJR will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic file(s). Any drawings produced from the electronic file(s) provided by SmithGroupJJR shall not be considered property of SmithGroupJJR, nor will SmithGroupJJR be held liable for such drawings. All drawings produced from the electronic files should be checked against the hard copy supplied to ensure accuracy and consistency.

XII. ACKNOWLEDGEMENT

SmithGroupJJR shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit and acknowledgement shall be defined as being named by the CLIENT or their agent on project identification boards, published articles, promotional brochures, and similar communications.

XIII. CHANGED CONDITIONS

It is acknowledged that the services provided by SmithGroupJJR are premised upon conditions and circumstances existing as of the date of this AGREEMENT. It is also acknowledged that these conditions and circumstances may change as a result of state or federal action, legislation or regulation. Therefore, the CLIENT releases and agrees not to sue SmithGroupJJR, its agents, parent corporation, or employees for any claims, damages, costs, penalties or cause of action which the CLIENT has or may in the future have, as a result of penalties, costs or damages incurred due to any requirements, restrictions or prohibitions imposed upon the CLIENT, including upon the use of property, by the governments of the state in which the property or project is located and/or the United States of America.

XIV. SEVERABILITY AND SURVIVAL

Any provisions of this AGREEMENT later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and SmithGroupJJR shall survive the completion of the services hereunder and the termination of this AGREEMENT.

XV. WAIVER

The failure at any time to enforce any provision of this AGREEMENT or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this AGREEMENT.

EXHIBIT A
CONTRACT FOR PROFESSIONAL SERVICES

XVI. EXTENT OF AGREEMENT

This AGREEMENT, and any additional or supplementary documents incorporated herein by specific reference, represents the complete and integrated agreement between the CLIENT and SmithGroupJJR, and supersedes all prior negotiations, representations or agreements, either written or oral.

EXHIBIT B
STANDARD FEE AND REIMBURSEMENT SCHEDULE

Madison, Wisconsin
April 01, 2012

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 4	\$205.00/hour
Principal/ Level 3	\$190.00/hour
Principal/ Level 2	\$165.00/hour
Principal/ Level 1	\$155.00/hour
Professional Staff/ Level 10	\$155.00/hour
Professional Staff/ Level 9	\$135.00/hour
Professional Staff/ Level 8	\$120.00/hour
Professional Staff/ Level 7	\$115.00/hour
Professional Staff/ Level 6	\$105.00/hour
Professional Staff/ Level 5	\$95.00/hour
Professional Staff/ Level 4	\$90.00/hour
Professional Staff/ Level 3	\$85.00/hour
Professional Staff/ Level 2	\$80.00/hour
Professional Staff/ Level 1	\$75.00/hour
Technical Staff/ Level 2	\$80.00/hour
Technical Staff/ Level 1	\$65.00/hour

These billing rates are subject to semi-annual review and revision.


A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	\$0.555/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.

The image is a cover page for a report. It features a photograph of a shoreline with a line of wooden pilings extending into the water, and a rocky breakwater further out. The background shows a body of water and a distant landmass under a clear sky. The text is overlaid on the top left of the image.

Oak Creek Shoreline Stabilization

Prepared for the City of Oak Creek
August 2014

Prepared by
SMITHGROUP JJR

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Introduction

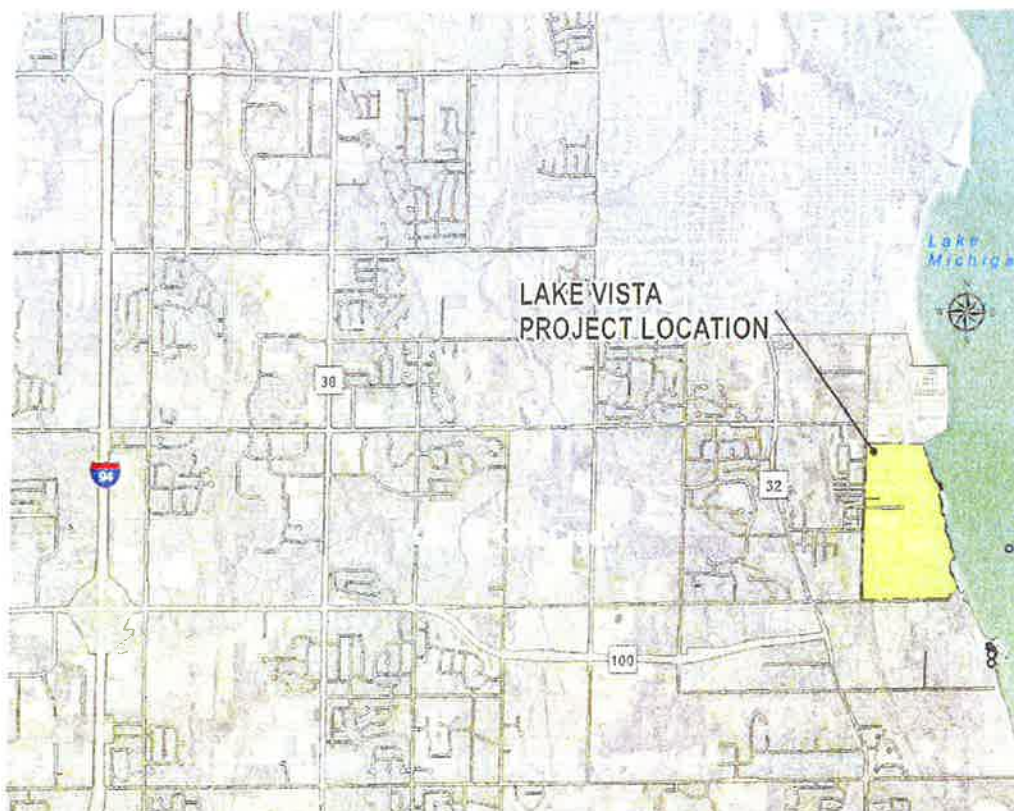
The City of Oak Creek has an unprecedented opportunity to revitalize a 250-acre former industrial waterfront site along the shore of Lake Michigan, referred to as Lake Vista. An 80-foot high bluff overlooking Lake Michigan extends approximately 5,000 feet along the eastern border of the site. Due to a combination of natural and man-made processes, much of this bluff is actively eroding and receding. Restoration and stabilization of the bluff will protect future visitors to the lakefront from inherent hazards associated with a steep and unpredictable bluff face, protect future public and private infrastructure investment, and help activate development interest by enhancing lake views. In addition, bluff and shoreline restoration provides potential for significant ecological benefits in both riparian and upland zones.

This report provides background information and a concept-level plan to stabilize the Lake Vista bluff and shoreline. Planning and engineering efforts completed for this study will advance prior planning activities undertaken for the Lake Vista site, including the 2009 development concept by the School of Architecture and Urban Planning at the University of Wisconsin-Milwaukee, the redevelopment strategy outline prepared by the

Urban Land Institute Advisory Panel, and the “Lakefront Development Action Plan” prepared by the City of Oak Creek, project stakeholders, and SmithgroupJJR. Recommendations have been developed concurrently with a Stormwater Management Plan developed with the assistance of an Urban Nonpoint and Stormwater Management Planning Grant from the Wisconsin Department of Natural Resources. Supporting analyses and data was provided by Dr. Tuncer Edil, PhD, CGC, Inc., and Environ International Corporation. References are provided at the end of the report to separate technical documents supporting the discussion herein.

Primary objectives of the bluff stabilization strategy presented in this report include:

- Provide a stable, maintainable bluff slope that protects upland infrastructure and minimizes hazard to the public.
- Optimize opportunities for ecological enhancements in upland and riparian areas.
- Minimize construction and maintenance costs to the City of Oak Creek and its partners.



Lake Vista Location Map

LAKEFRONT REDEVELOPMENT

City of Oak Creek
Site Plan/Concept
July 22, 2011



1. Proposed KRM Station
2. Station Square Plaza
3. Station Square Mixed-use Development
4. Potential Public Building Site
5. Corporate Conference Center
6. Nature Interpretive Center
7. Public Park Pavilion(s)
8. Lakeshore Terrace
9. Pathway to Lake
10. Bluff Top Pathway
11. Lake Bluff Pathway
12. Pathway continuation to Bender Park
13. Observation Point
14. City Park Recreation Fields
15. Park Activity Area (Poremiat Playground/Splash Fountain, etc)

16. Amphitheater
17. Carrollville Green
18. Public Parking Lots
19. Neighborhood Greens
20. Park Pavilion
21. Lullington Shoreline Opportunities
22. Ravine Pathway to Lake Edge
23. Sunrise Point
24. 5th Avenue Boulevard Streetscape Enhancements
25. Bike Path connection to Oak Creek Parkway/Great Park
26. Lakeshore Drive Pedway
27. Hwy 100 Extension



- Medium Density Multi-Family Residential
- Commercial/Business Park
- Neighborhood Retail
- Public Building/Use

Lakefront Redevelopment Master Plan (October 2011)

Upland Ownership and Redevelopment

The Lake Vista site is bounded by Milwaukee County's Bender Park on the south, the MMSD South Shore Water Reclamation Facility on the north, and South 5th Avenue on the west. The site has been the scene of industrial activity for over 100 years. All industrial activity on the site has ceased and remediation efforts are underway.

There are seven major property owners of the lakefront site as of the October 2013:

- WisPark (56.5)
- Hynite Fertilizer, owned by Fifth Property LLC (8.2 acres)
- Connell Limited Partnership (22.2 acres)
- The City of Oak Creek (32.7 acres)
- E.I. du Pont de Nemours & Co (53.4 acres)
- EPEC Polymers Inc. (52.6 acres)
- Edison M. Boerke Family Trust (20.1 acres)

To facilitate redevelopment, the City is pursuing a strategy of acquisition of certain properties and cooperative partnerships with other property owners.

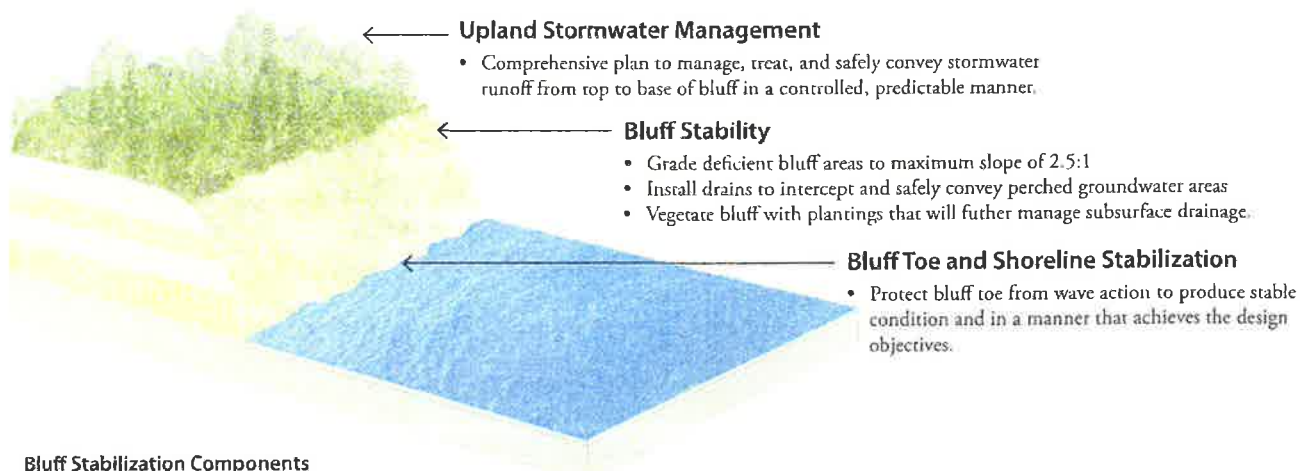
The Lakefront Redevelopment Action Plan (October, 2011) provided recommendations for a variety of uses on the reclaimed site. Anticipated uses include development of a commercial/business park and retail areas on the former Oak Creek Storage and Handling (OCSH) and Connell properties, and mixed use/residential development on the western portions of the former DuPont Site and adjacent areas. Eastern portions of the former DuPont Site are expected to include recreational fields, natural habitat, or other related low-intensity uses. The

former EPEC property may include public buildings, a convention center, public park pavilions, or other related facilities. The redevelopment plan features preservation of extensive areas of open space for stormwater treatment, habitat restoration, and recreation. Open spaces are located primarily along the northern and eastern perimeters of the site, including along the bluff crest.

Bluff Stabilization Strategy

Bluff erosion and recession is a common phenomenon along the western Lake Michigan shoreline. Bluff erosion and recession is caused by factors such as the loss of bluff vegetation, surface stormwater runoff over the bluff crest, weakened subsurface soils resulting from saturated conditions, and the loss of bluff toe material caused by wave action and related coastal processes. A successful bluff stabilization strategy typically includes implementation of measures to control upland stormwater runoff, grading of the bluff slope to a stable configuration, installation of subsurface drainage features to lower groundwater levels, and installation of measures to protect the bluff toe from wave action that could otherwise undermine the bluff base.

Oak Creek and its partners have pursued a comprehensive strategy for achieving bluff stability. This includes upland stormwater management planning to address impacts of future redevelopment on stormwater quality and quantity; subsurface explorations and stability analyses to identify potential grading and subsurface drainage improvements to achieve a stable slope profile; and exploration of alternative measures to stabilize the bluff toe.



Bluff Stabilization Components

Project Setting

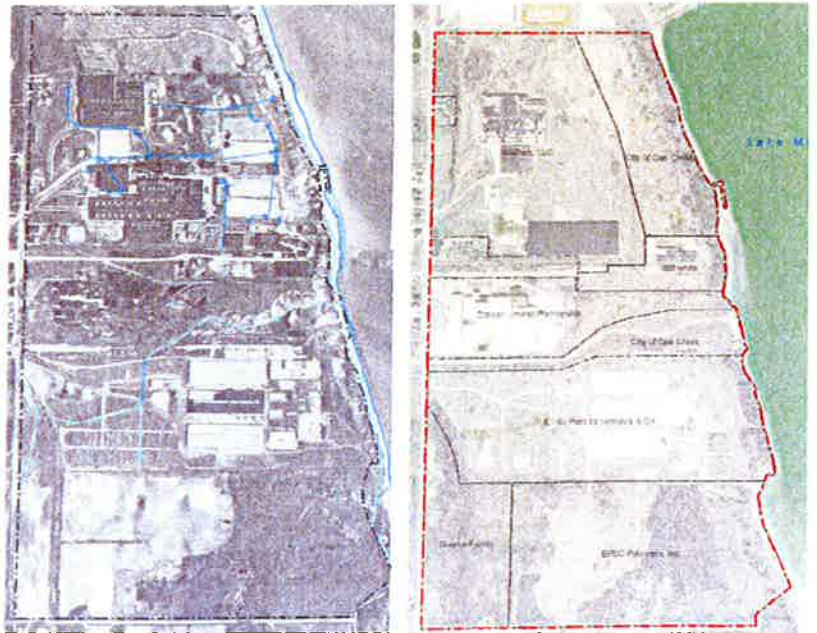
Upland Zone

Land Use and Drainage

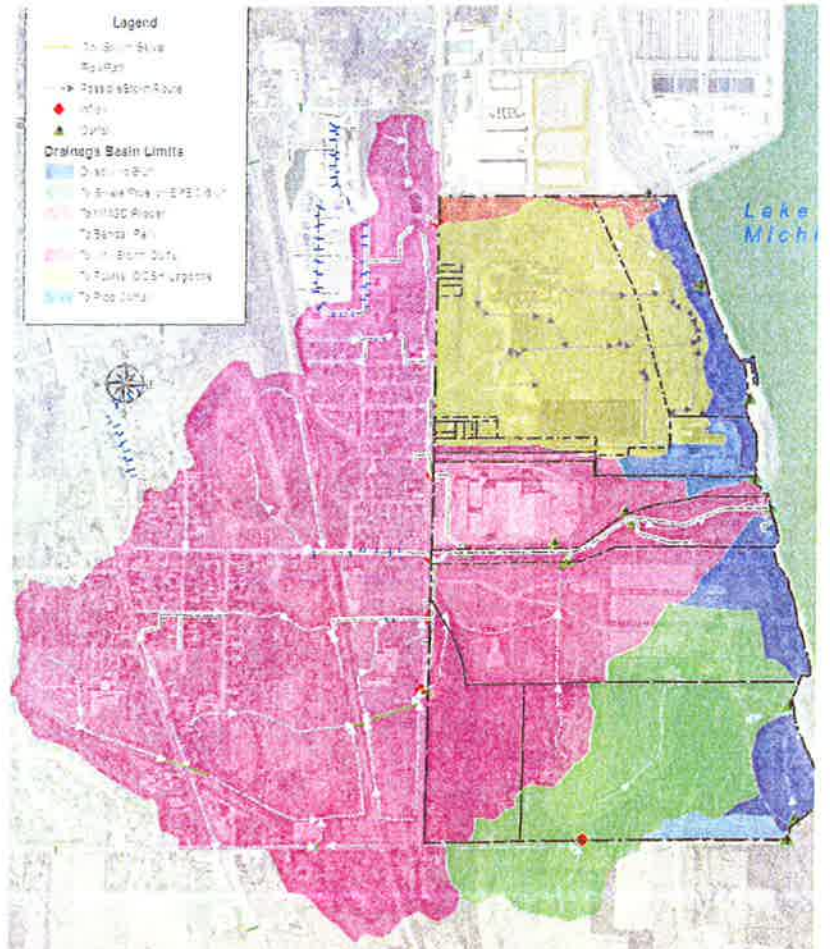
Site remediation efforts currently underway are rapidly changing the character of the upland area. In 2009, the site consisted primarily of highly impervious industrial sites (Oak Creek Storage and Handling, DuPont, Hynite (i.e., Fifth Property, LLC), and Connell properties), residential areas bordering 5th Avenue, and wooded areas in the northwest and southern portions of the site. Since 2009, former buildings and paved areas on the DuPont site have been demolished, regraded, covered with a clay cap, and revegetated. Similar activities are currently underway on the Connell site and are expected to occur in the near future on the Oak Creek Storage and Handling site.

Over 470 acres of upland area drain to Lake Michigan via the project site. Of this, approximately 315 acres discharge to the lake through an existing 78-inch diameter storm sewer outfall located approximately 200 feet north of the City water intake plant. Approximately 70 acres of the former OCSH site are tributary to a deteriorated 30-inch outfall pipe discharging at approximately the midpoint of the OCSH property. This pipe appears to have discharged from lagoons that captured stormwater and wastewater flows from the former industrial site. Apparent overflows from the abandoned lagoons may have contributed to nearby bluff erosion. Seepage from deteriorated joints in the outfall pipe may have contributed to destabilizing the portions of the OCSH bluff as well.

Approximately 48 acres of the former EPEC site plus approximately 13 acres south of E. Ryan road are tributary to an open channel draining northeasterly from a wetland located just north of E. Ryan Road. This swale is collected by a storm sewer near the top of the stabilized bluff and discharges to Lake Michigan through the revetment at the bluff toe. The swale and storm sewer were reconstructed in approximately 2008 in conjunction with the bluff stabilization project. Approximately 26 acres currently drain overland, directly to the bluff face.



Left: Land Use (1951); Right: Property Ownership and Upland Land Use (2008)



Drainage to Bluff

Upland redevelopment will include extensive improvements to site drainage systems. The City has developed a stormwater management plan for the 250-acre area upland redevelopment site with assistance from an Urban Nonpoint Source and Stormwater Management Grant from the Wisconsin Department of Natural Resources. The plan features construction of an entirely new upland stormwater conveyance and treatment system including a combination of a traditional storm sewer system and open swale conveyance system. A network of best management

practices ranging in scale from site to regional will treat stormwater runoff and control peak discharge rates to the bluff, City storm sewer system, and Lake Michigan. In addition to treating stormwater runoff from the redeveloped site, these measures should substantially reduce stormwater overflows to the bluff and are expected to reduce seepage to the bluff face.



Preliminary Lake Vista Upland Stormwater Management Plan

Bluff Zone

Approximately 5,000 linear feet of Lake Michigan bluff borders the east side of the project site. The bluff includes four distinctive sections, as described below.

Zone 1

Zone 1 includes the former Oak Creek Storage and Handling (OCSH) shoreline area north of the existing breakwater near the old water intake plant. This section is generally considered unstable, having unvegetated slopes from 28 to over 40 degrees (i.e., 1.9 (H):1 (V) to 1.2 (H): 1 (V)) in many areas. The former OCSH lagoons and associated outfall structure are also located within this area and have contributed to bluff instability. The shoreline is bordered to the north by a sheet pile wall supporting the MMSD Wastewater facility. The shoreline character in this zone ranges from an 80 to 100 foot (maximum) sand beach pocket near the MMSD facility, and narrowing to a 15 to 20 foot beach remnant comprised primarily of cobble in central and southern sections. Large concrete fragments, reinforcing steel, and other remnants

of industrial activity are prevalent along the bluff and shoreline. Review of historical aerial photographs indicates that prior to construction of the MMSD plant, a 75 to 100 foot wide beach was present along this stretch of shoreline. The primary direction of littoral drift along this segment of the Lake Michigan shoreline is from north to south. Updrift shoreline modifications that include bluff armoring and development structures such as the MMSD facility have likely reduced the amount of sediment that reaches the project area shoreline. The result is beach loss that leads to increased instability caused by wave action against the bluff toe. There is evidence of active erosion on the bluff slope and the slope is littered with concrete, steel, and other debris most likely disposed of during former industrial activities in the upland area. The bluff recession rate between 1963 and 1985 has been estimated to be 1.5 feet per year within this area and continued erosion is anticipated unless the bluff is stabilized and shore protection is constructed.





Zone 1 - Existing cobble beach



Zone 1 - Active erosion on bluff face



Zone 1 - Existing sand beach looking south

Zone 2

Zone 2 includes the shoreline generally bordering the Hynite, Connell, and City of Oak Creek properties. The northern portion of this reach includes an armored shoreline along a filled area at the bluff toe and a low, offshore linear rock pile (or breakwater). While the breakwater offers some protection of the bluff toe, large storm events produce waves that overtop the stone structure and can directly impact the bluff toe. However, it appears that the low breakwater has been successful at providing a basic level of protection that has slowed bluff recession when compared with the unprotected bluff to the north. A revetted sheet pile wall constructed to protect the City of Oak Creek water intake facility is present in the southern portion of this reach. This portion of the bluff is considered stable. The previously described City of Oak Creek 78-inch storm sewer outfall discharges through this wall. The reported recession rate between 1963 and 1985 was about 0.5 feet per year. A small portion of the Connell property bluff is exposed to wave action between the offshore breakwater and the City of Oak Creek revetment. This bluff is actively eroding at a faster rate.

Zone 3

Zone 3 includes the shoreline bordering the DuPont property. Recent construction of the soil cap on the DuPont property included removal of fill, regrading, and revegetation of the upper 15 feet of fill from the bluff. Large areas of exposed, unvegetated bluff are still present and unstable portions remain in the northern part of the property.

The bluff face and nearshore area in Zone 3 have a discontinuous cover of concrete slabs. The concrete rubble was present in 1976 on the beach and lower bluff, and this rubble has degraded since that time. The rubble provides some shore protection, but will not be effective in the long term. Remnants of a line of wooden piles are present approximately 80 to 120 feet offshore along the entire reach. The origin of these piles is not known but they have been present for at least 60 years based on review of 1951 aerial photography. Increases in the lake

level have the potential to increase erosion along the toe of the bluff that could result in increased instability of the bluff profile. The recession rate between 1963 in 1985 was 1.5 feet per year in the southern part and less than 0.5 feet per year in the northern part.

Zone 4

Zone 4 includes the 1,300 linear foot reach bordering the former EPEC property. This reach was stabilized in 2008 by installing a stone revetment at the base of the slope and regrading the bluff to a 3.0 to 3.5 (H) to 1 (V) slope.

Bluff Composition and Groundwater

A geotechnical analysis consisting of subsurface soils testing and a slope stability analysis was performed to evaluate existing bluff stability and identify alternatives for creating a stable bluff. The analysis included six new soil borings each extending approximately 80 feet deep and primarily on the Oak Creek Storage and Handling property. Fifteen soil samples from these borings were tested for properties such as moisture content, liquid and plastic limits, and grain size. Strength characteristics were tested using consolidated undrained triaxial testing methods. In addition, borings and test results from previous analyses on the DuPont and EPEC properties by others were reviewed.

Investigation results indicate that the upper 10-15 feet of the bluff consists of non-native fill material. Below this material exists Oak Creek till, a glacial deposit consisting of approximately 12% sand, 43% silt, and 45% clay. The Oak Creek till deposit is interlayered with sandy, silty, and clayey lake sediment of varying proportions. All soil samples obtained from depths below 1-2 feet were either moist or wet, indicating that the water table along the bluff is most likely within one to two feet of the surface.

Additional information about subsurface conditions and slope stability is included in the report titled Report on Bluff Stability at the Lake Shore Properties in the City of Oak Creek, Wisconsin, by Edil, Mikelson and Schultz, October 15, 2013.



Zone 2 - Beach zone landward of existing breakwater



Zone 2 - Existing lakeward view of existing breakwater



Zone 3 - Existing DuPont shoreline and bluff



Zone 3 - Existing revetted sheet pile wall near City water intake plant

Shoreland Zone

Influence of Lake Michigan

Lake Michigan water levels and wave heights greatly influence bluff recession rates. Bluff recession rates are typically higher during periods of high lake levels than during periods of lower lake levels. Erosive forces at the base of the bluff caused by wave action may undermine the bluff, causing slides. An understanding of expected and extreme water levels, wave heights, wave directions, and similar parameters is critical to properly design shore protection. The following section describes key parameters and forms the basis for development of shoreline recommendations.

Water Levels

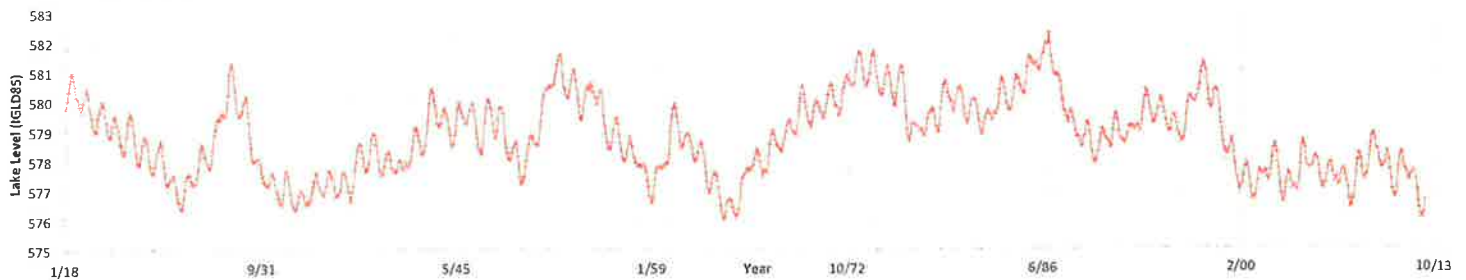
Long term water level fluctuations in Lake Michigan result from human influenced and natural processes. The long term average water level for Lake Michigan is 578.81 feet IGLD85 (IGLD85 + 0.75' = NGVD29). The highest recorded water level (1918-2013) was 582.35 feet IGLD85 in October 1986. The record low water level was set in January 2013 at 576.01 feet IGLD85. Based on this, it is apparent that shoreline measures must be designed with consideration of Lake Michigan water level fluctuations of over six feet.

Reference Water Level	Units and Vertical Datum	
	Feet IGLD85	Feet NGVD29
Low Water Datum (LWD)	577.5	578.25

Reference Lake Michigan Water Level Datum, (US Army Corp of Engineers Data, 1918-2012).

Measurement Type	Water Level at Milwaukee NOAA Station	
	Feet IGLD 85	Feet NGVD29
Mean of Monthly Averages	578.81	579.56
Maximum of Monthly Averages	581.68	582.43
Minimum of Monthly Averages	576.38	577.13

Lake Michigan Monthly Average Levels, (US Army Corp of Engineers Data, 1918-2012).



Long Term Lake Michigan Fluctuations, (US Army Corp of Engineers Data, 1918-2012).

Generally, the highest seasonal water levels are recorded during the summer months of June and July, while January and February experience the lowest water levels. The average seasonal water level variation is on the order of one foot.

Short term water level fluctuations of as much as 5 feet in 2 hours caused by strong storms have been reported on the Great Lakes. High winds and atmospheric pressure variations associated with storm events can result in elevated water levels along lake boundaries. Surge on one end of the lake will generally correspond to a lowering of the water level on the opposite end of the lake, which results in a long period oscillation of the lake surface known as a seiche. Lake Michigan surge levels are summarized in the following table:

Return Period	Surge Level	Mean Relative to Low Water Datum	Surge + Mean	Extreme Surge Water Level	
				Feet IGLD85	Feet NGVD29
Year	Feet	Feet	Feet		
1	1.12	1.7	2.82	580.31	581.06
10	1.61	1.7	3.31	580.81	581.56
25	1.80	1.7	3.50	581.00	581.75
50	1.90	1.7	3.60	581.10	581.85

Lake Michigan Surge Levels, (NOAA, Great Lakes Environmental Research Laboratory)

Wave Climate

In addition to long and short term lake levels, the design of shore protection measures must consider wave direction, energy, duration, and height. Bluff erosion is exacerbated when waves comes into contact with the bottom of the bluff as a result of high lake levels and/or large storm events. Waves from these events can erode the lower section of the bluff, which increase the slope of the bluff until an unstable slope is reached and failure occurs in a landslide manner.

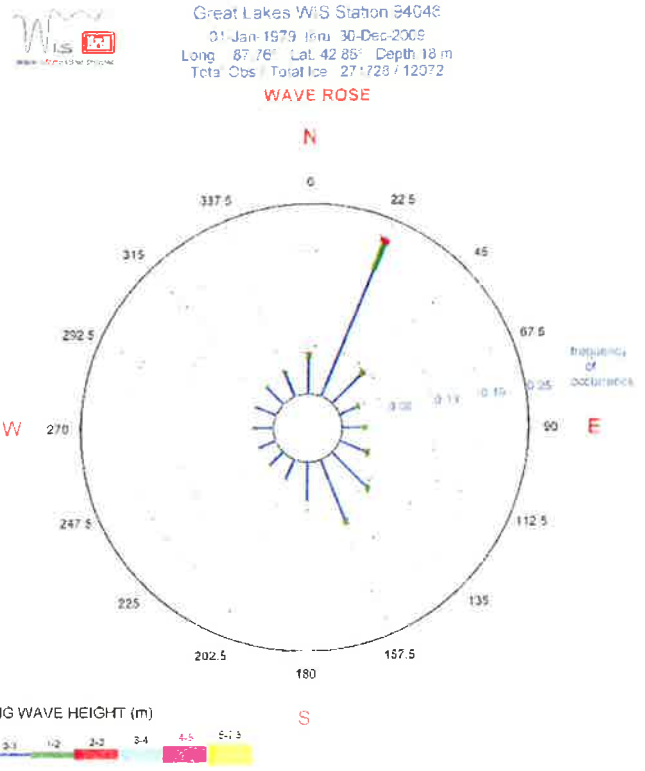
Wave Direction and Energy

The most energetic and frequent waves are from the NNE direction. According to data recorded by the U.S. Army Corps of Engineers, 11.5% of offshore waves approach the shoreline from the NNE direction. The southern quadrant waves tend to be lower and only occur roughly one-third as often as the NNE waves.

Offshore Wave Height

The probability that a given wave height will be exceeded, called exceedance probability, can be related to the number of days a wave height event is exceeded per year—100% is 365 days and 1% is 3.65 days. Analysis of recorded wave data indicates that offshore wave heights of 11.5, 7.4, and 3.3 feet can be expected on an annual basis for 3-hour, 24-hour, and 240-hour durations, respectively (NNE direction).

The probability of extreme wave conditions generated by individual storm events is referred to as “X-Year” wave height or climate. For instance a “50-year” wave height would have a probability of occurring 1 in 50 years, or a 2% probability of occurring in a given year. Analysis of historical data indicates that an offshore wave height of 18.4 feet has 2% chance of occurring in any given year (i.e., the 50-year wave).



ERDC US Army Engineer Research & Development Center 23-Feb-2011

Lake Michigan Wave Directions

Hours Exceeded	Exceeded Wave Height (feet) by Wave Direction						
	NNE	NE	ENE	E	ESE	SE	SSE
	22.5	45	67.5	90	112.5	135	157.5
3	11.5	6.6	5.7	7.4	6.89	5.7	4.9
24 (1 day)	7.4	4.1	3.3	4.1	4	3.9	3.6
240 (10 days)	3.3	0.8	0.8	0.82	0.8	0.8	1.3

Summary of Lake Michigan Wave Directions (NOAA, Great Lakes Environmental Research Laboratory, WIS Sta. 94046)

Wave heights are gradually reduced as they break upon approaching the shoreline. A rule of thumb is that the maximum wave height possible is approximately 60% of the depth of water at a given location.

Return Period	Wave Height (feet)				
	USACE ALL	ALL	NE	E	SE
Years					
1	10.8	13.5	13.1	10.8	7.9
10	15.4	16.7	16.4	14.1	9.8
25	17.1	17.7	17.7	15.4	10.5
50	18.4	18.7	18.7	16.4	11.2

Offshore Lake Michigan Wave Heights (NOAA, Great Lakes Environmental Research Laboratory, WIS Sta. 94046)

Wave Runup

When a breaking wave hits the shoreline and bluff toe, the bluff height of the shoreline impacted by the uprush is dependent on variables such as the geometry of the shoreline, the wave height, and the wave length. This vertical height is known as wave runup. The minimum height of shore protection provided must be set so that the wave runup is either below the unprotected portion of the bluff for the design event, or so that the wave runs up onto areas where it can dissipate without causing damage.

Implications to Design of Shore Protection

Conceptual design of shoreline protection structures considers Lake Michigan water levels and wave climate. Top elevations of emergent offshore breakwaters and on shore revetments are set at 589.0 NGUD29. This is six feet above the design high water elevation of 583.0 to account for estimated wave height and runup. Elevations and shoreline structure configurations will be tested and refined by modeling as the design advances.

Shoreline Ecology

The upland area above the bluff consists of early successional native and non-native plants and wildlife species common in fallow, urban areas along Lake Michigan. It is likely that soil and vegetation has been manipulated or disturbed during previous industrial land uses. In Zone 3, the bluff appears to be covered with construction rubble. Vegetation cover is sparse.

In Zone 1 and 2, the bluff face varies in character along three distinct stretches going from south to north. Vegetation cover on all three stretches in these zones consists of weedy, early successional vegetation including cottonwood, box elder, black locust, green ash, and wild black cherry trees; silky dogwood and elderberry shrubs; and forbs including reed canary grass, garlic mustard, scouring rush, and purple loosestrife. Observed soils are silts and clays, with seams of black, odorless, coarse sandy material that may be foundry sand. Several seeps are present along the bluff. Concrete, iron, and other miscellaneous rubble is common throughout, which suggests that at least the surface of the slopes may consist of construction and industrial rubble that historically was pushed over the side of the slope.



Construction debris along the shoreline in Zone 1

The first stretch of bluff (i.e., Zone 2) is located landward of a low offshore breakwater that extends approximately 750 feet north from the water intake facility. The toe and slope appear to have eroded to its natural angle of repose and is well vegetated with early successional species. The quiet backwater area behind the breakwater was observed to provide habitat for mallard ducks and a spotted sandpiper, which were the only two water-dependent wildlife species observed during a site visit.

The second stretch of bluff (i.e., the southern half of Zone 1) extends north from the low breakwater to the beach at the corner of the bluff and the MMSD facility. This second stretch is more seriously and actively eroding than the first and third stretches on either side of it.

The northern portion of Zone 1 consists of a small sandy beach that transitioned into a cobble beach toward the toe of the bluff. Dozens of sea rocket (*Cakile edentula*) plants, a species of Special Concern in Wisconsin, are growing on the wash line of the sand beach.

A listing of vascular plants and wildlife observed on the June 28, 2013 site visit by SmithGroupJJR Principal Ecologist is included in a separate technical memorandum.



Existing beach condition along the shoreline in Zone 1

Shoreline Design Concept

Design Objectives

Traditional bluff stabilization and shore protection design has historically focused on cost-effectively implementing solutions to minimize risk of bluff erosion. However, as sustainable design has evolved, government agencies, regulators, and design firms have increasingly recognized the benefits of considering opportunities for design enhancements to improve project value.

For this project, exploration of alternative bluff stabilization concepts considered eight unique goals and sustainability drivers, which are defined below.

PROTECTION

Link upland and lakefront stormwater management opportunities to maximize treatment prior to Lake Michigan discharge.

BIODIVERSITY

Create coastal habitat that supports avian, aquatic, and terrestrial species.

PARADIGM

Model an alternative approach to conventional shoreline stabilization practices.

STABILITY

Produce a stable bluff while reducing risk and resulting in a predictable outcome.

FUNDING

Maximize opportunities to leverage outside resources to implement bluff and shoreline improvements.

ALIGNMENT

Advance the goals and recommendations of published local and regional water quality and coastal habitat plans and studies.

PERCEPTION

Facilitate a shift in lakefront perceptions, attitudes, and values that supports broad community ownership and support.

ACCESS

Foster public access to provide opportunities for recreation, stewardship, and education about coastal issues and the value of the Lake Michigan.

The figure below illustrates the design drivers in a graphic form where each of the eight drivers serve as compass points with axes connecting each point to a common center. The extent to which an alternative achieves the objectives of each design driver is represented by the outward extent of the shading on the axis. For instance, an alternative that maximizes opportunities for outside funding would be shaded to the perimeter of the compass while an alternative that is unlikely to receive outside funding would have no shading along that axis. The number and extent of identified goals achieved by each alternative is then represented by the extent of shading within the diagram for that alternative. An alternative diagram with a greater amount of shading meets a wider range of identified objectives than one with a less shading.



Graphic diagram of the design drivers that depicts one possible solution and the goals achieved by implementing that solution.

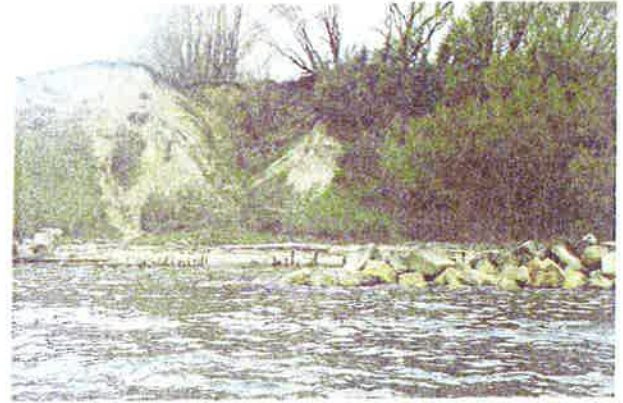
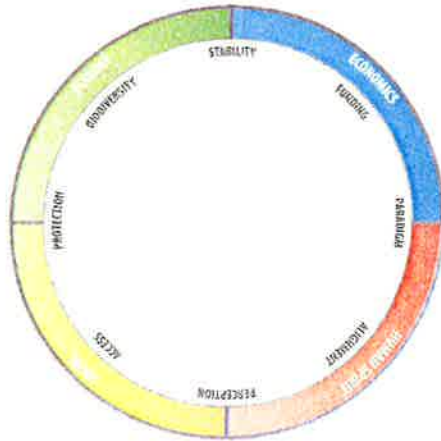
Shoreline Protection Strategies

Six general shoreline protection treatment concepts were developed with consideration of the design objectives and constraints discussed in previous sections. These alternatives were presented to City staff and Environ, Inc. on September 26, 2013. The purpose of this presentation was to better identify known design constraints and stakeholder goals. Options 1-6 described on the following pages depict conceptual cross sectional views of each alternative, include precedent images of similar applications at other locations, and describe features and highlights of each alternative as presented. The extent to which each alternative attains design objectives is depicted graphically using diagrammatic compass described in the previous section.

A number of design constraints were identified through discussions with project stakeholders. Constraints are largely related to the need to minimize exposure to compromised soils resulting from past industrial uses of the upland area. Constraints include the following:

- Measures to encourage public access should be limited to the former EPEC shoreline area (Zone 4). Public access to the Zones 1, 2, and 3 should not be encouraged.
- The bluff below the recently regraded portion of the cap on the DuPont site (Zone 3) should not be regraded. This is in conformance with DuPont site closure agreements.
- Although there is currently no evidence of significant groundwater contamination, any proposed subsurface drainage systems should drain freely. Stormwater runoff from surface drainage systems should be independent of subsurface systems but can be collected in perched wetlands, detention basins, or similar facilities for beneficial reuse and to support ecological enhancements.
- Proposed bluff and shoreline stabilization should provide opportunities for habitat enhancement to the extent feasible.
- Proposed bluff and shoreline stabilization measures must recognize the limited financial resources of the City and maximize opportunities for outside funding.

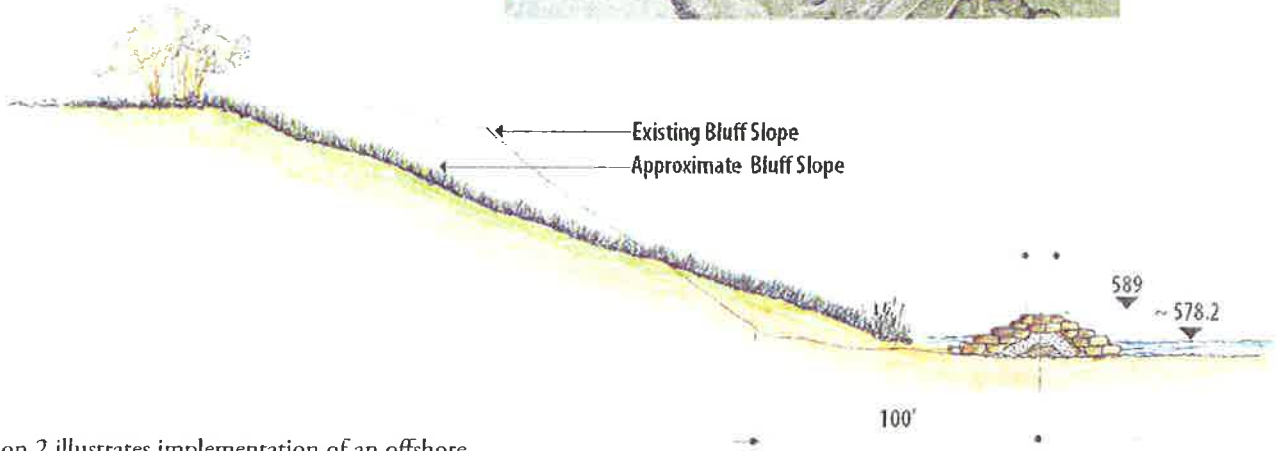
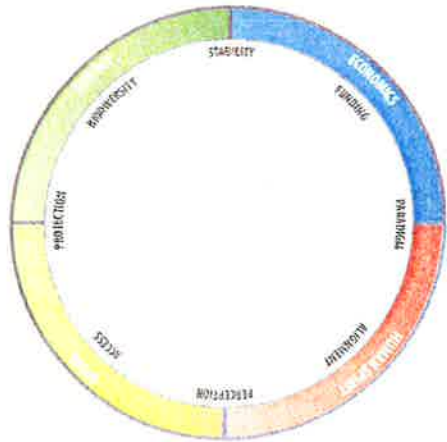
Option 1: No Change



The first scenario explores the option of taking no action to improve the bluff from the existing conditions. In this scenario, the following conditions apply:

- Dynamic conditions improved by bluff top stormwater enhancements.
- The bluff remains exposed to undercutting.
- Outcome is unpredictable.
- No goals are fulfilled.
- No permits required.

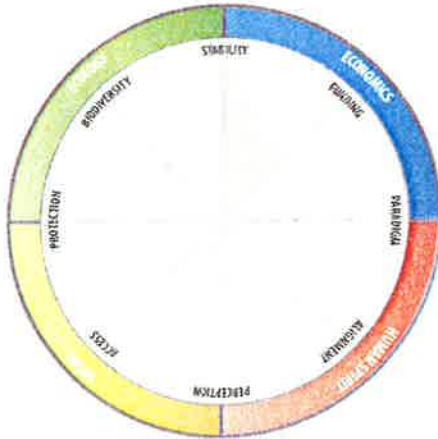
Option 2: Natural Slump with Offshore Breakwater



Option 2 illustrates implementation of an offshore breakwater and allowing the bluff to naturally slump over time.

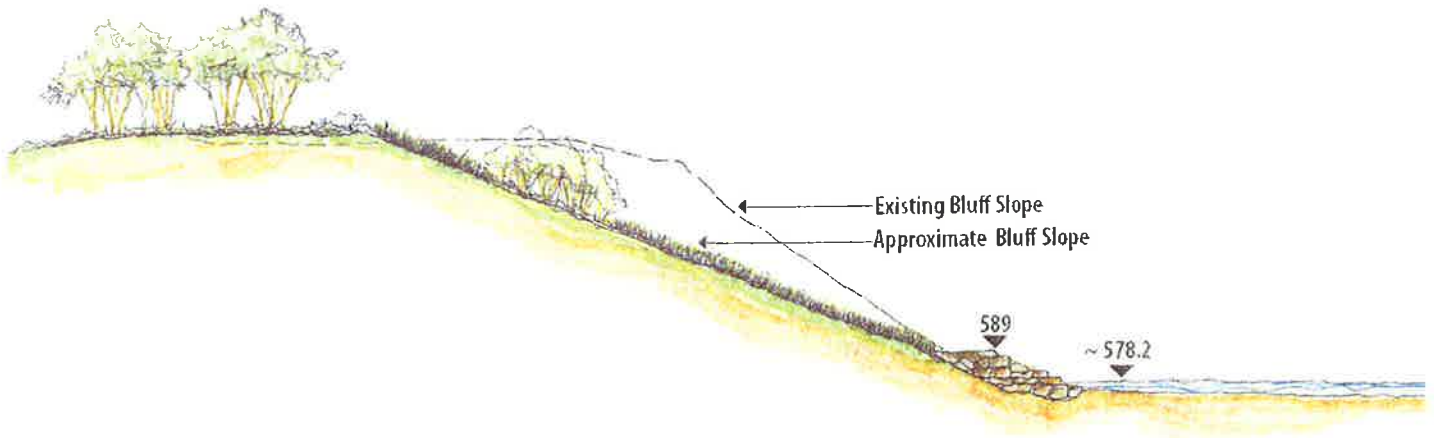
- A continuous offshore breakwater or revetment is constructed near the toe of the existing bluff.
- The bluff actively erodes until reaching a stable profile. This would occur slowly over a long period of time.
- Few goals are fulfilled.
- Permitting is relatively straightforward.

Option 3: Toe Revetment

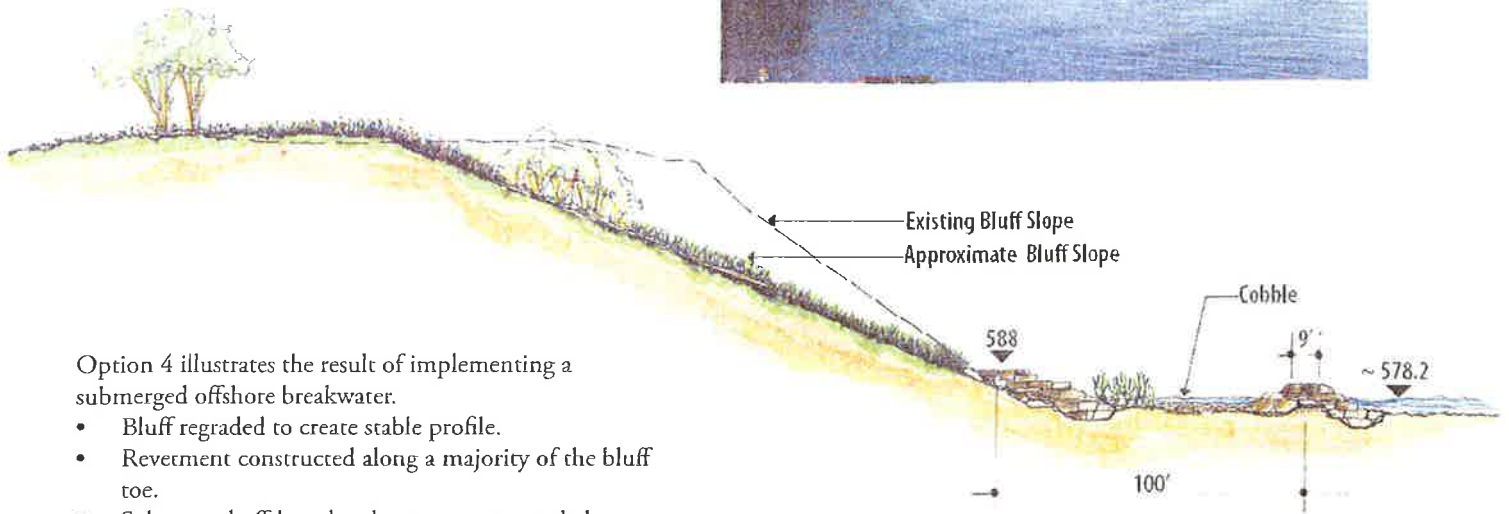
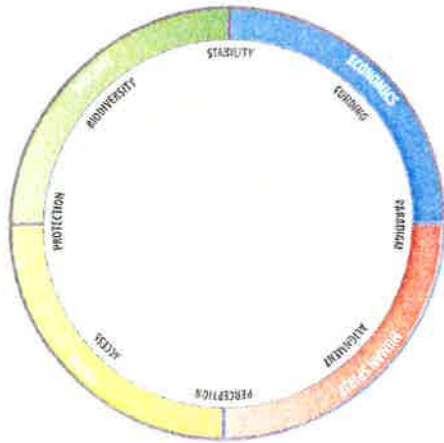


Option 3 explores a traditional toe revetment along the shoreline of the bluff. In this scenario, the following conditions would apply:

- The bluff is regraded to create a stable profile.
- A continuous revetment is constructed along the bluff toe.
- The outcome is predictable.
- Few goals are fulfilled.
- Permitting this project is straightforward.



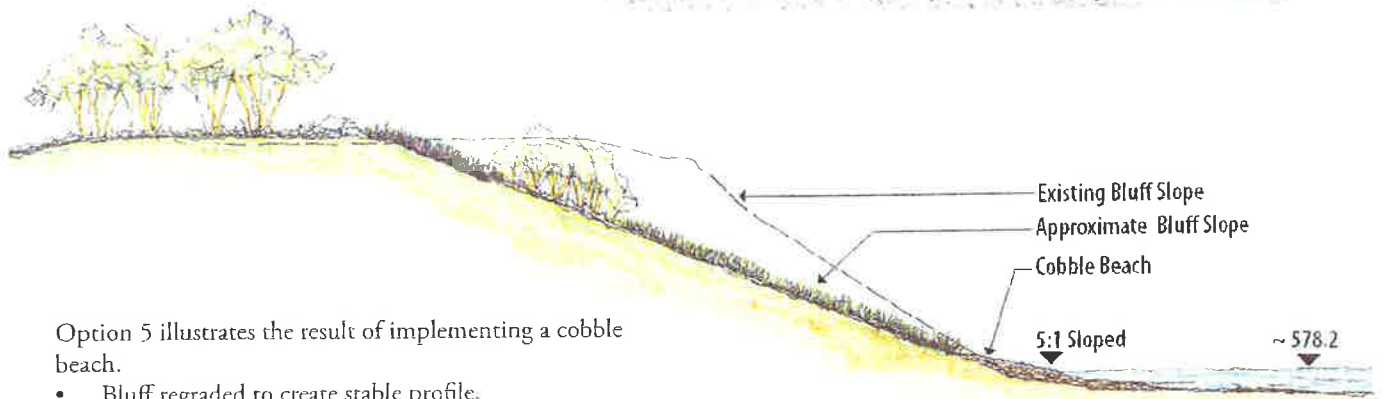
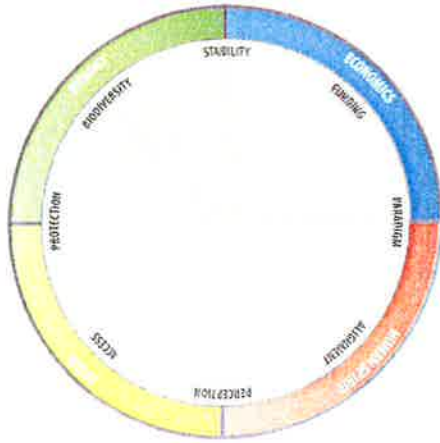
Option 4: Submerged Offshore Breakwater



Option 4 illustrates the result of implementing a submerged offshore breakwater.

- Bluff regraded to create stable profile.
- Revetment constructed along a majority of the bluff toe.
- Submerged offshore breakwater constructed along 60% of shoreline.
- Outcome predictable.
- Many goals fulfilled.
- Permitting negotiations required.

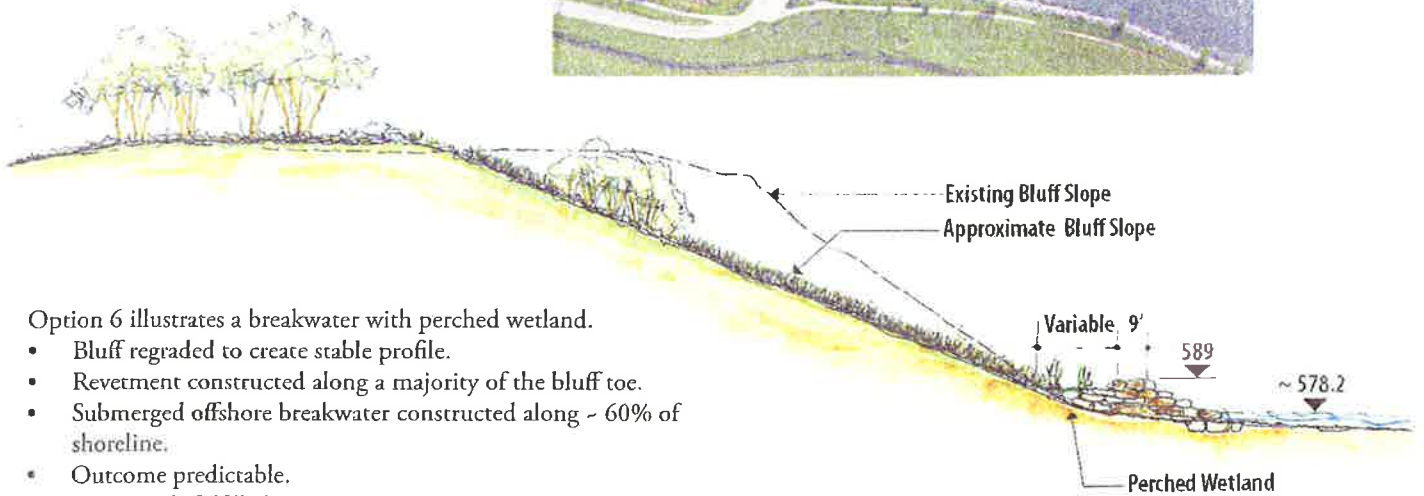
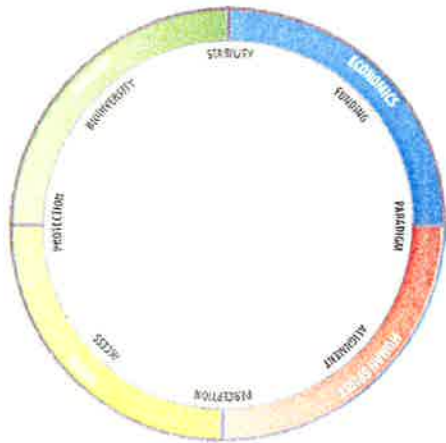
Option 5: Dynamic Cobble Beach



Option 5 illustrates the result of implementing a cobble beach.

- Bluff regraded to create stable profile.
- Continuous cobble beach placed along full length of shoreline.
- Dynamic outcome - cobble migration over time unless confined with structures.
- A number of goals fulfilled.
- Permitting negotiations required.

Option 6: Breakwater with Perched Wetland

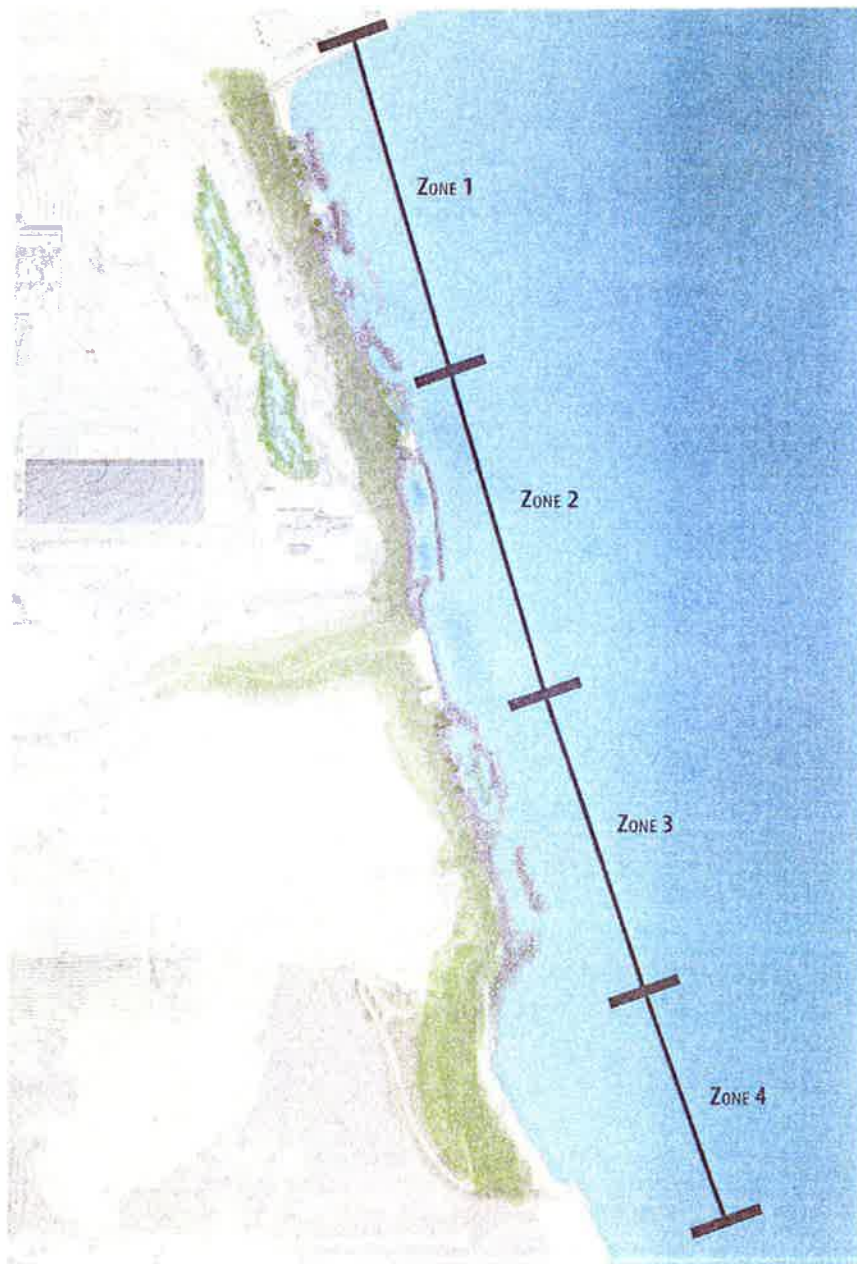


Option 6 illustrates a breakwater with perched wetland.

- Bluff regraded to create stable profile.
- Revetment constructed along a majority of the bluff toe.
- Submerged offshore breakwater constructed along ~ 60% of shoreline.
- Outcome predictable.
- Many goals fulfilled.
- Permitting negotiations required.

Plan Concept

The conceptual bluff stabilization and shoreline protection strategy for the Lake Vista project is presented in a series of drawings that follow. The concept was developed based on consideration of shoreline conditions for each zone, design objectives, and known constraints. The plan provides bluff toe protection through the use of revetment, offshore breakwaters, and cobble. In addition, the plan creates calm water in nearshore areas which will provide aquatic habitat, stormwater treatment, and related ecological benefits. Recommended measures for each zone are described on the following pages.



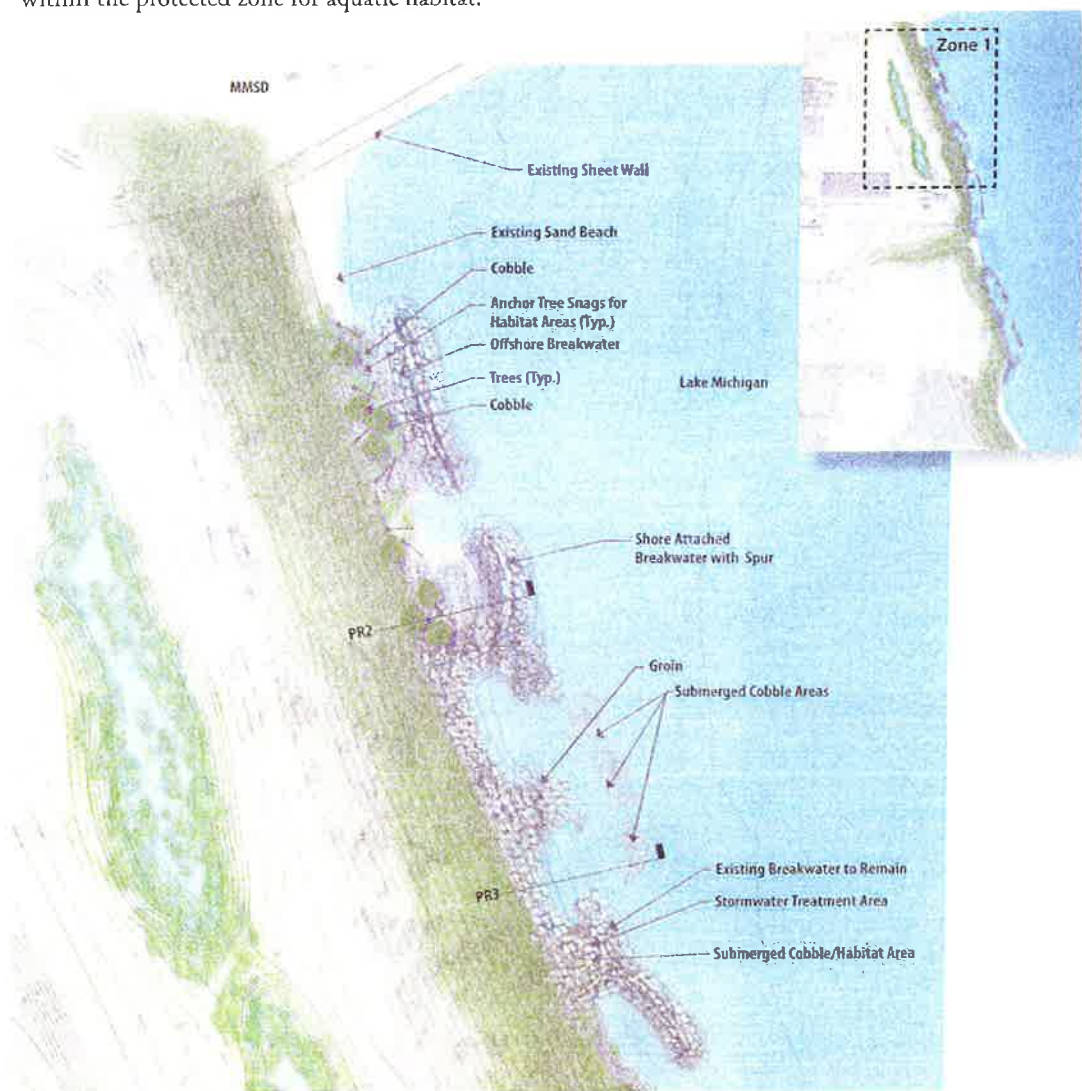
Overall Lake Vista concept plan depicting Zone 1 - Zone 4

Zone 1

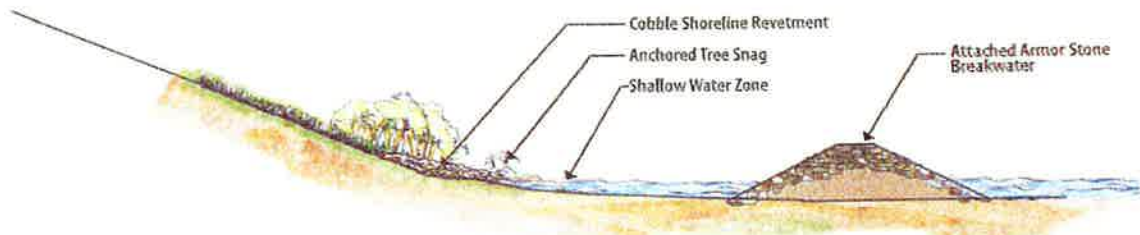
Northerly Portion: Construct an offshore breakwater and attached breakwater backfilled landward with cobble. Protection provided by these structures, combined with the presence of the MMSD wall will allow preservation of the existing sand beach. Preservation of the sand beach areas will maintain habitat for sea rocket (*Cakile edentula*), a species of Special Concern in Wisconsin. Cobble backfill will provide additional aquatic habitat.

Central Portion: Construct approximately 400 feet of shoreline revetment anchored to the north and south with attached breakwaters. Create submerged cobble pockets within the protected zone for aquatic habitat.

Southerly Portion: Create a protected zone bordered by the new attached breakwater to the north and the existing attached breakwater to the south. Discharge stormwater runoff from upland areas to this zone. It is anticipated that this area will be linked to the lake during periods of high water. During periods of low water, stormwater discharge from upland areas will provide hydrology to maintain aquatic vegetation and habitat.

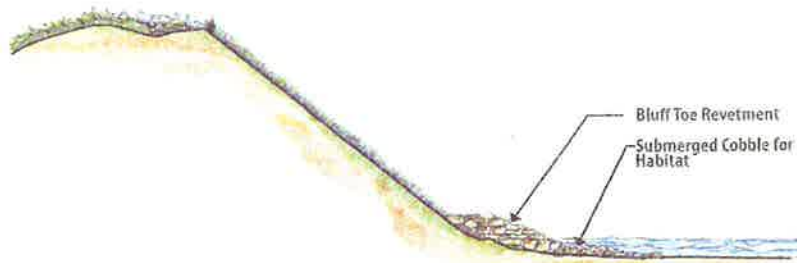


Zone 1 Concept Plan



BLUFF ZONE	NEAR SHORE ZONE
<ul style="list-style-type: none"> • Subsurface drainage control • Establish stable slope • Establish prairie matrix inter-spaced with shrubs and trees on bluff face 	<ul style="list-style-type: none"> • Bluff toe stabilization • Habitat enhancement through anchoring of tree snags, cobble, and planting near the bluff toe

Zone 1, Section PR-2

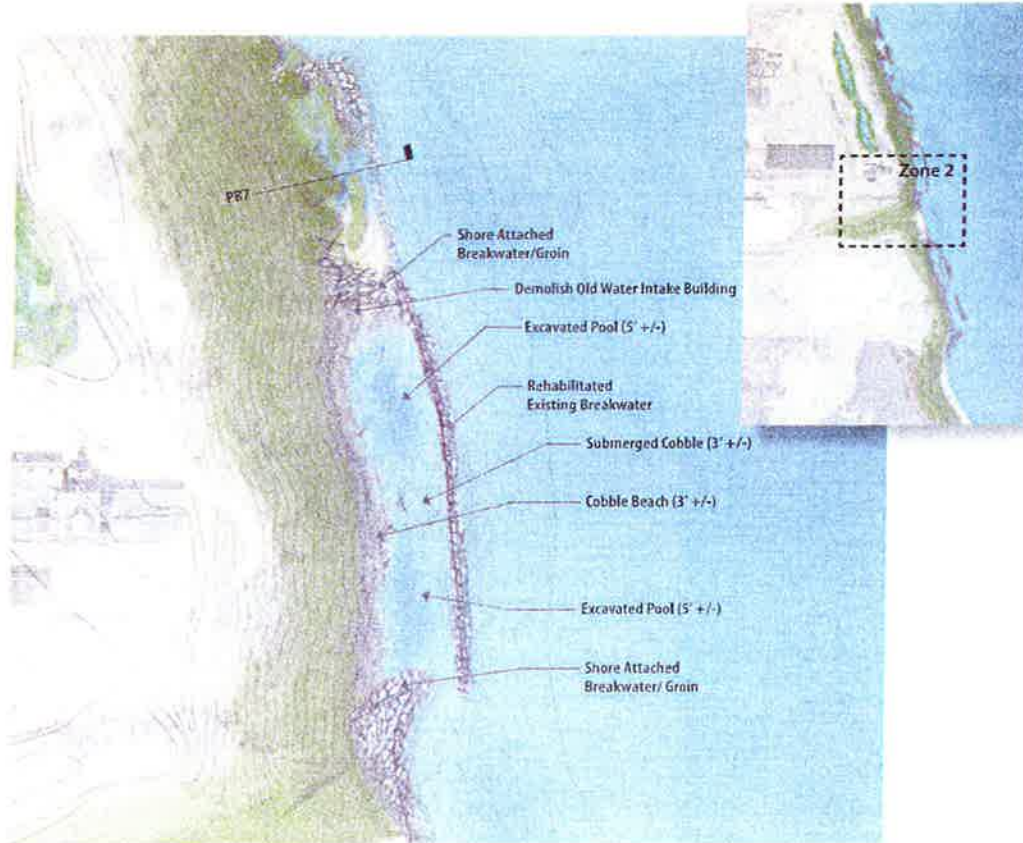


BLUFF ZONE	NEAR SHORE ZONE
<ul style="list-style-type: none"> • Subsurface drainage control • Establish stable slope • Re-vegetate with native plants • Establish prairie matrix with shrubs at bluff face 	<ul style="list-style-type: none"> • Bluff toe stabilization • Aquatic habitat enhancement

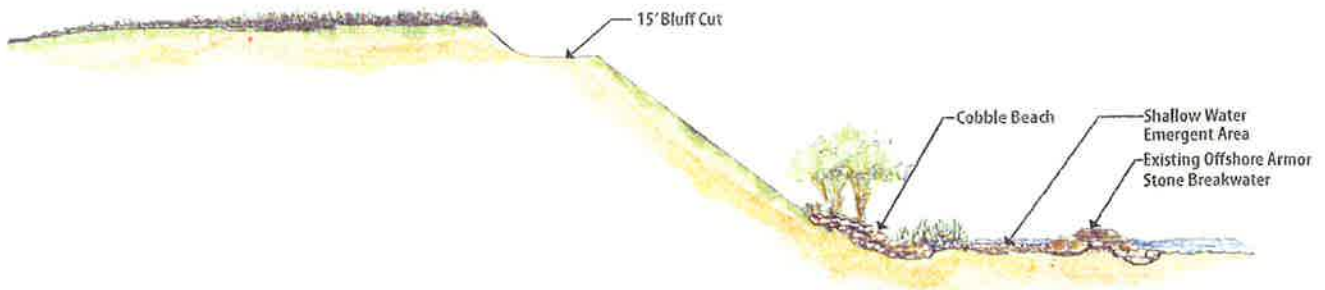
Zone 1, Section PR-3

Zone 2

Enhance the protected zone behind the existing offshore breakwater to improve bluff toe protection and habitat opportunities. Anticipated enhancements will include placement of cobble along the bluff toe, and construction of two small groins to limit longshore cobble movement. Excavate pools of varying depth, place cobble and anchored logs, and plant aquatic vegetation to create habitat opportunities within the calm zone behind the offshore breakwater. Creation of this zone will require demolition of a brick and concrete building that formerly housed water intake facilities.



Zone 2 Concept Plan



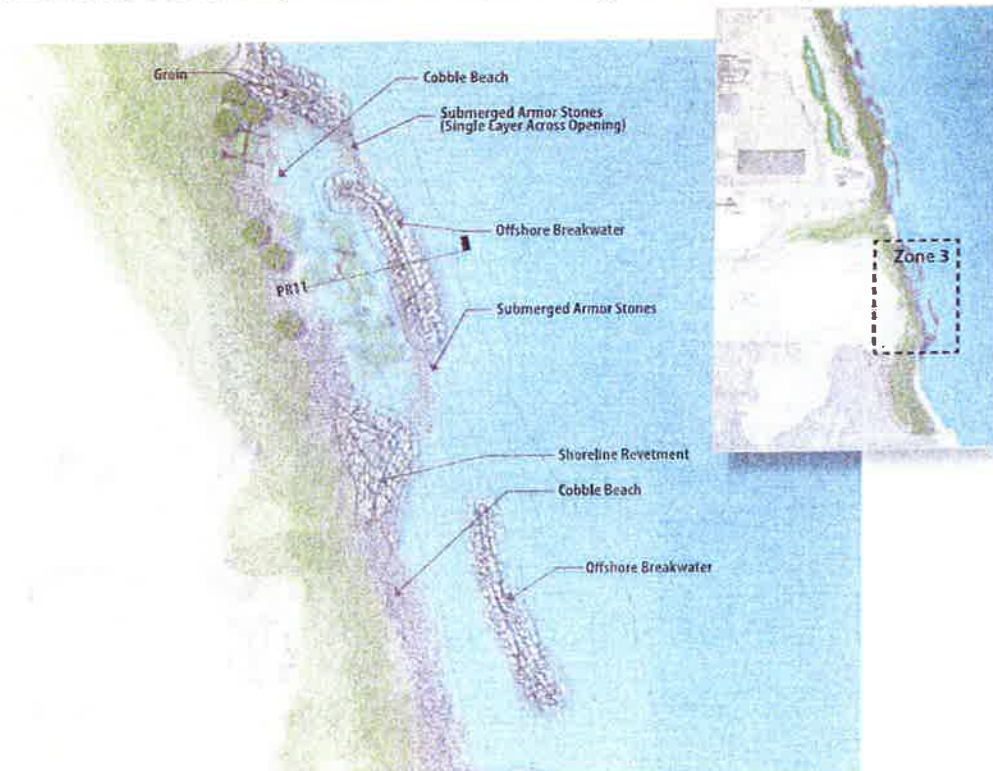
UPLAND ZONE	BLUFF ZONE	NEAR SHORE ZONE
<ul style="list-style-type: none"> Stormwater treatment Public access Restore to native savannah 	<ul style="list-style-type: none"> Subsurface drainage control Regrade and re-vegetate upper portion of bluff Natural slump in lower portion of bluff 	<ul style="list-style-type: none"> Bluff toe stabilization Stormwater treatment Aquatic habitat enhancement Trees and shrubs for habitat just above hardened toe

Zone 2, Section PR-7

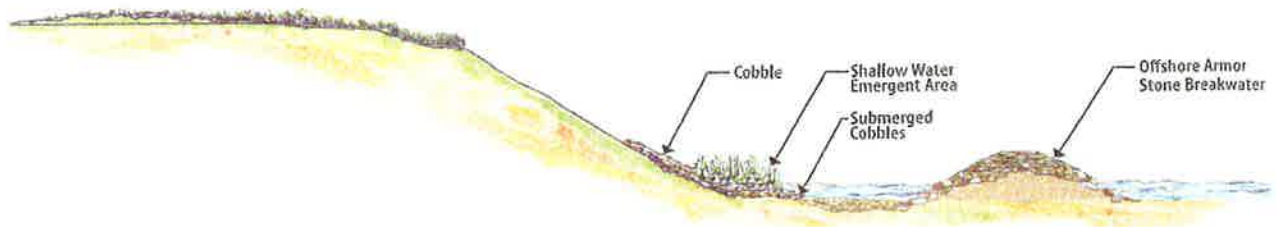
Zone 3

Construct groins near the center, north, and south limits of Zone 3, and two offshore breakwaters near the location of the remnant pile field. Remove the existing piles and replace the existing concrete rubble along the bluff toe with cobble. Create habitat opportunities through placement of anchored logs and aquatic vegetation in the north cell, which is anticipated to have a relatively calm wave climate.

Based on discussions with the City's Environmental Consultant, with the exception of removing rubble at the bluff toe and placement of cobble, the existing bluff will not be regraded in Zone 3.



Zone 3 Concept Plan



UPLAND ZONE	BLUFF ZONE	NEAR SHORE ZONE
<ul style="list-style-type: none"> Stormwater treatment Public access Establish prairie matrix at bluff 	<ul style="list-style-type: none"> Allow for natural bluff slump 	<ul style="list-style-type: none"> Bluff toe stabilization Stormwater treatment Aquatic habitat enhancement Habitat enhancement through plantings near bluff toe

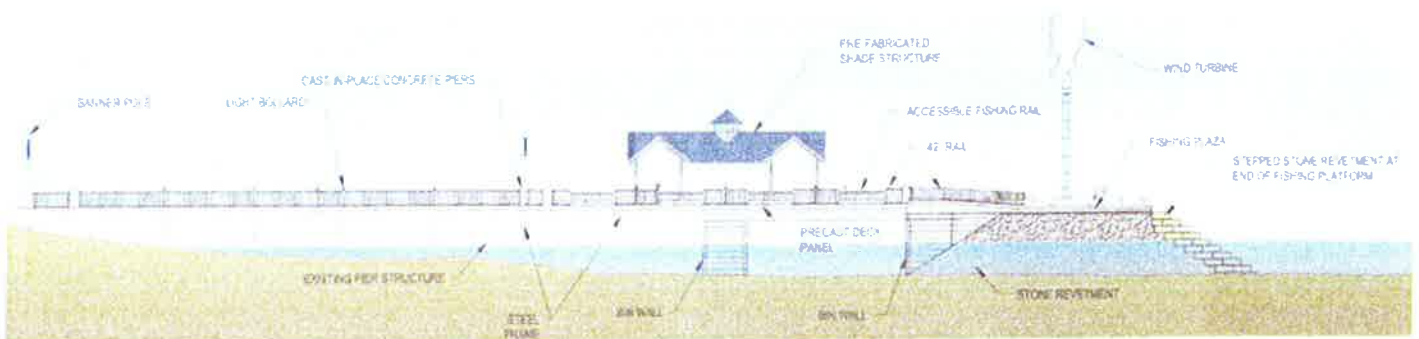
Zone 3, Section PR-11

Zone 4

Zone 4 was stabilized in approximately 2008-2009 by placing revetment at the bluff toe, regrading the bluff slope, and establishing a permanent vegetative cover. There is no need to further enhance this section from a stability standpoint. However, depending on the availability of funding, placement of cobble at the toe of the revetment may be effective in improving aquatic habitat. Enhancement of the existing access road and development of shoreline amenities in this zone may provide future shoreline access in conjunction with the implementation of upland redevelopment. Actual enhancements and access objectives will be coordinated with future upland redevelopment.



Stabilized Bluff in Zone 4. This former construction road provides opportunity for future public access.



This design for a public fishing pier is an example of one potential future public access feature for Zone 4.

Concept-Level Opinion of Probable Costs

It is expected that the bluff and shoreline stabilization plan presented in this report will evolve as consultation with regulatory and funding agencies and other project stakeholders continues. To provide a basis for budgeting and funding procurement, an order-of-magnitude Opinion of Probable Cost was developed.

Bluff stabilization costs were based on projection of as-built construction costs for a similar bluff stabilization project constructed between 2005 and 2008 at Concordia University. Projected costs were estimated by adding earthwork, groundwater control, construction access, drainage utilities, erosion control, revegetation, and related costs and converting to unit costs (square yard) based on the actual surface area of Concordia improvements. The estimated unit cost was projected to the Lake Vista bluff based on the projected area of bluff improvement. Concordia University costs were increased by a factor of 1.3 for inflation based on the ENR Construction Cost Index.

Shoreline protection costs were estimated by multiplying estimated material quantities (e.g., armor stone, cobble, etc.) by anticipated unit prices based on known bid prices for similar projects on Lake Michigan. A 20% construction contingency for unforeseen items is included. A 15% contingency is included for engineering, administration, and permitting.

The Opinion of Probable Costs for the bluff and shoreline stabilization project depicted in this report is \$10.2 million. This assumes the following:

- Excavation of the bluff in Zone 1 to a slope of 2.5(H) to 1(V) with 15-foot deep subsurface drainage systems constructed at the bluff crest and approximately 1/3 of the bluff height up from the toe of the bluff.
- Regrading the upper 15 feet of the bluff and installation of an upper bluff subsurface drainage system in Zone 2.
- No bluff regrading in Zone 3.
- One mobilization cost. Cost will likely be higher if project is phased.
- Installation of recommended shoreline protection structures depicted in this report.
- No improvements in Zone 4

ITEM	Unit	Unit Cost	Quantities	Cost
Mobilization	LS	\$ 200,000	1	\$ 200,000
Bluff Stabilization - Full Bluff	LF	\$ 1,150	1,420	\$ 1,633,000
Bluff Regrading - Upper 15' Only	LF	\$ 221	770	\$ 170,170
Shore Protection - Zone 1	LF	\$ 1,970	1,270	\$ 2,501,900
Shore Protection - Zone 2	LF	\$ 1,000	1,010	\$ 1,010,000
Shore Protection - Zone 3	LF	\$ 1,900	990	\$ 1,881,000
Construction Contingency (20%)				\$ 1,479,214
Subtotal (Construction Only)				\$ 8,875,284
Engineering/Permits/Administrative (15%)				\$ 1,331,293
Grand Total				\$ 10,206,577

Summary of the Opinion of Probable Costs

A breakdown of the Opinion of Probable Costs is provided below.

It is important to note that the estimated costs above assume that materials excavated from the bluff face can be reused on-site with relatively minimal secondary handling and soil treatment costs. This will be better understood as soil testing and analyses progresses on the Oak Creek Storage and Handling Site. If the character of bluff soils is suitable, regrading the bluff concurrently with placement of fill on the upland area for implementation of the Lake Vista master plan may provide significant cost savings by providing a nearby destination for "disposal" of excavated bluff materials. This may also significantly reduce upland site grading costs by eliminating the need to purchase and haul fill material from an outside source to achieve the desired grading plan.

For comparison proposed Opinions of Probable Cost were also prepared for several bluff and shoreline stabilization alternatives, as described below and summarized in the table below.

Alternative 1: Recommended approach described previously.

Alternative 2: Regrade and stabilize the full height of the bluff (same as described above) in Zone 1, regrade and stabilize only the upper 15 feet of Zone), construct traditional shoreline revetment in Zones 1 and 2, construct an offshore breakwater in Zone 3.

Alternative 3: Regrade the upper 15 feet only of Zones 1 and 2; construct traditional shoreline revetment in Zones 1 and 2; construct offshore breakwater in Zone 3.

Results suggest that the cost for the concept presented in this report would be similar to a traditional approach of full shoreline revetment. The full revetment approach would not achieve habitat enhancements or other design objectives.

ITEM	Unit	Unit Cost	Quantities			Total Cost		
			Alt. 1	Alt. 2	Alt. 3	Alt. 1	Alt. 2	Alt. 3
Mobilization	LS	\$ 200,000	1	1	1	\$ 200,000	\$ 200,000	\$ 200,000
Bluff Stabilization - Full Bluff	LF	\$ 1,150	1,420	1,670		\$ 1,633,000	\$ 1,920,500	\$ -
Bluff Regrading - Upper 15'	LF	\$ 221	770	610	2,280	\$ 170,170	\$ 134,810	\$ 503,880
Toe Stabilization (Alternative 1)	LS	\$ 5,396,271	1			\$ 5,392,900	\$ -	\$ -
Toe Berm w/ Natural Slump (Alt. 2)	LF	\$ 2,230		990	990	\$ -	\$ 2,207,700	\$ 2,207,700
Toe Revetment (Alternative 3)	LF	\$ 1,226		2,280	2,280	\$ -	\$ 2,795,280	\$ 2,795,280
Construction Contingency (20%)						\$ 1,479,214	\$ 1,451,658	\$ 1,141,372
Subtotal						\$ 8,875,284	\$ 8,709,948	\$ 6,848,232
Engineering/Permits/Administrative (15%)						\$ 1,331,293	\$ 1,306,492	\$ 1,027,235
Total						\$ 10,206,577	\$ 10,016,440	\$ 7,875,467

Comparison of proposed Opinion of Probable Costs for shoreline stabilization alternatives

Summary

Results of the geotechnical and bluff stability analysis suggest that with the exception of Zone 4 (the former EPEC property) and the revetted waterfront along the City water intake site, existing bluff conditions range from unstable to marginally stable. Stable bluffs (i.e., factor of safety for bluff failure of 1.3) can be achieved throughout the project reach by implementing the following improvements:

- Regrade bluff slopes in Zone 1 to no steeper than a 2(H) to 1 (V) slope. While a 2H:1V slope is acceptable from a slope stability standpoint, the City should consider constructing the bluff at a 2.5H:1V slope to improve establishment and maintenance of bluff vegetation. Depending on bluff soil characteristics, excavated bluff materials may be appropriate for fill in upland areas. The availability of excavated bluff materials could significantly reduce future upland site redevelopment costs by providing a nearby material source.
- Install trench drains or other drainage features to lower the groundwater table. Edil recommends installation of drains at the top of the bluff and the other at approximately 1/3 the bluff height (i.e., Elevation 607).
- Remove fill materials, regrade, and revegetate the upper 15-feet of the existing bluff in Zone 2.
- Install stormwater management facilities to collect and direct surface runoff away from the bluff crest.
- Install shoreline improvements to protect the bluff toe from Lake Michigan wave action.
- Place and maintain a continuous vegetative cover over the face of the bluff to minimize erosion due to surface water sheet flows.

Related Documents

1. Lake Vista Redevelopment Stormwater Management Plan, City of Oak Creek/SmithGroupJJR, November, 2013.
2. Report on Bluff Stability at the Lake Shore Properties in the City of Oak Creek, Wisconsin, Edil, Mikelson, and Schultz (CGC, Inc.), October 15, 2013.
3. Memorandum, June 10, 2013 Site Visit to Oak Creek, SmithGroupJJR, June 28, 2013.

City of Oak Creek Common Council Report

Meeting Date: December 17, 2013

Item No.: 6

Recommendation: That the Common Council approve Resolution #11440-121713 Authorizing the Issuance and sale of \$10,000,000 General Obligation Promissory Notes.

Background: Attached is a resolution which would authorize the issuance and sale of \$10 million in general obligation notes to provide financing for infrastructure and public improvements at the Lake Vista development site. Specifically, these improvements are anticipated to include the following items based upon the availability of funds which may include grants for various projects.

1. Bluff stabilization (former Peter Cooper property)
 - a. Design and construction costs \$2,500,000
 - b. Contingency @ 5.0% \$125,000
 - \$2,625,000

2. Multi-use paths
 - a. Design and construction costs \$200,000
 - b. Contingency @ 5.0% \$10,000
 - \$210,000

3. Highway 100 extension - 5th Avenue relocation/extension
 - a. Design costs \$305,000
 - b. Real estate acquisition \$900,000
 - c. Construction and inspection \$3,200,000
 - d. Utility design and construction \$450,000
 - e. Contingency @ 5.0% \$242,750
 - \$5,097,750

4. Lakefront Parkway
 - a. Design costs \$170,000
 - b. Construction and inspection \$1,530,000
 - c. Contingency @ 5.0% \$85,000
 - \$1,785,000

5. Public building, lighting, landscaping, play structure and site amenities (DuPont property)
 - a. Design and construction \$500,000-\$2,500,000
 - b. Contingency \$25,000-\$125,000
 - \$525,000-\$2,625,000

The City applied for an STP grant for the extension of Highway 100. The City expects to know by the end of this year whether or not the grant will be approved. This will impact the availability of funds for some of the other listed projects.

The amount of funding available for other projects will also depend upon the City's success in receiving grant funds which have already been and are anticipated to be applied for.

The Common Council will determine which projects will be constructed and it will determine the timing of construction.

The City has utilized the services of Quarles & Brady as bond counsel, as well as Paul Thompson of Hutchinson, Shockey, Erley & Co. to prepare and issue all of the required documentation for these notes. Mr. Thompson will be at the Council meeting to answer questions and provide the City with the rates for the sale of these notes. Moody's Investor Services has issued an Aa2 rating for these notes.

Attached is a spreadsheet showing bonds and notes that have been issued and which are anticipated to be issued to implement the City's Long Range Capital Needs. No new property taxes or fees have been, or are expected, to be needed or used to pay for the annual principal and interest costs for paying these bonds and notes. The City Administrator, Finance Director/Comptroller, Mr. Thompson, and Moody's analysts are closely reviewing and monitoring the City's original plan and updating the information as both temporary and permanent financing is in place.

Fiscal Impact: The principal and interest payments on these bonds will be paid from revenue received from utility aid payments. No tax or fee increases are necessary for this financing. A ten-year balloon payment due in 2023 (with a call date in 2021) has been developed for this issuance. This debt financing is expected to reduce interest costs over the life of the notes by approximately \$1.0 million.

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

RESOLUTION NO. 11440-121713

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$10,000,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of street improvements, street lighting, utility extensions and improvements, bluff stabilization, environmental remediation and related site improvements (the "Project"), and there are insufficient funds on hand to pay said cost;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

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

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

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TEN MILLION DOLLARS (\$10,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, general obligation promissory notes aggregating the principal amount of TEN MILLION DOLLARS (\$10,000,000) (the "Notes") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$10,000,000; shall be dated December 30, 2013; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2014. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The

schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on December 1, 2022 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on December 1, 2021 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2014 through 2022 for the payments due in the years 2014 through 2023 in the amounts set forth on the Schedule. The amount of tax levied in the year 2014 shall be the total amount of debt service due on the Notes in the years 2014 and 2015; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2014.

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

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

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the City on hand, a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on June 1, 2014 and

principal and interest on the Notes coming due on December 1, 2014 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$10,000,000 General Obligation Promissory Notes, dated December 30, 2013" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

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

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

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of

delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

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

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

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

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

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

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

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

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

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

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 17, 2013.

Stephen Scaffidi
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A

Note Purchase Proposal

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

(See Attached)

EXHIBIT B-1

Pricing Summary

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

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on December 1, _____

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

For the Term Bonds Maturing on December 1, _____

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

For the Term Bonds Maturing on December 1, _____

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

For the Term Bonds Maturing on December 1, _____

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

EXHIBIT C

(Form of Note)

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

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
December 1, _____ December 30, 2013 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2014 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$10,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12),

Wisconsin Statutes, for public purposes, including paying the cost of street improvements, street lighting, utility extensions and improvements, bluff stabilization, environmental remediation and related site improvements, all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on December 17, 2013. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on December 1, 2022 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2021 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with

a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

CITY OF OAK CREEK,
MILWAUKEE COUNTY, WISCONSIN

By: _____
Stephen Scaffidi
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

City of Oak Creek Common Council Report

Meeting Date: 12/17/13

Item No.: 8

Recommendation: That the Common Council approve Resolution No. 11438-121713, A Resolution Approving the Partial Release of the Development Agreement, Partial Release of the Right of First Refusal and Partial Release of the Restrictive Covenant for the Meijer Parcel at Drexel Town Square

Background: Meijer's Inc. has an option with OWD LLC ("OWD") to purchase Lot 1 of an approved Certified Survey Map consisting of 15.9215 acres for a large format retail store at Drexel Town Square and Lot 3 consisting of 1.5698 acres for a gas station at Drexel Town Square, as depicted on the attached Certified Survey Map which was previously approved by the Common Council. As a condition of closing on the purchase of these properties, Meijer is requesting that the City approve Partial Releases of the Infrastructure Development Agreement, Right of First Refusal, and Restrictive Covenant.

The Development Agreement is similar to our standard Development Agreement that requires a developer to install infrastructure to serve a development. The Development Agreement between the City and OWD was approved by the Common Council on March 19, 2013. The infrastructure for Drexel Town Square is being financed through \$5,925,000 in taxable general obligation Promissory Notes and \$17,625,000 in general obligation Promissory Notes which were approved by the Common Council on November 5, 2013. While the infrastructure is not yet completed and typically the City does not release a developer from the terms of a Development Agreement until the infrastructure is approved, the City is protected in this instance since the Development Agreement will be in full force and effect on the rest of Drexel Town Square. Moreover, the funds are available to construct the public improvements by virtue of the issuance of the aforementioned Promissory Notes.


With respect to the Right of First Refusal, on August 5, 2013 the City approved the Tax Incremental District No. 11 Finance Development Agreement with OWD. The TIF Agreement gives the City a Right of First Refusal if OWD receives a bona fide offer to sell all of the property contained in Drexel Town Square in a single bulk sale. As part of the closing on the sale of the land to Meijer, it is necessary to release the Meijer land from the Right of First Refusal. The Partial Release of Right of First Refusal does just that.

Finally, as part of the TIF Finance Agreement there is imposed upon all the property in Drexel Town Square a requirement that the property not be sold or leased to a tax exempt entity. By virtue of the Partial Release of the Restrictive Covenant, this condition is being released as it relates to Meijer strictly for the purpose of the sale to

Meijer. The Restrictive Covenant will be replaced by a Deed Restriction which in the future will prevent a sale or lease to a tax exempt entity.

Fiscal Impact: None.

Prepared by:



Lawrence J. Haskin
City Attorney

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Review by:



Douglas Seymour
Director of Community Development

RESOLUTION NO. 11438-121713

RESOLUTION APPROVING THE PARTIAL RELEASE OF THE DEVELOPMENT AGREEMENT, PARTIAL RELEASE OF THE RIGHT OF FIRST REFUSAL AND PARTIAL RELEASE OF THE RESTRICTIVE COVENANT FOR THE MEIJER PARCEL AT DREXEL TOWN SQUARE (2nd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council that the Partial Release of Development Agreement, Partial Release of Right of First Refusal and Partial Release of Restrictive Covenant for the Meijer Parcel at Drexel Town Square be and the same are hereby approved and the Mayor and City Clerk are authorized to execute the same in behalf of the City of Oak Creek.

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

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 ____

CERTIFIED SURVEY MAP NO. _____

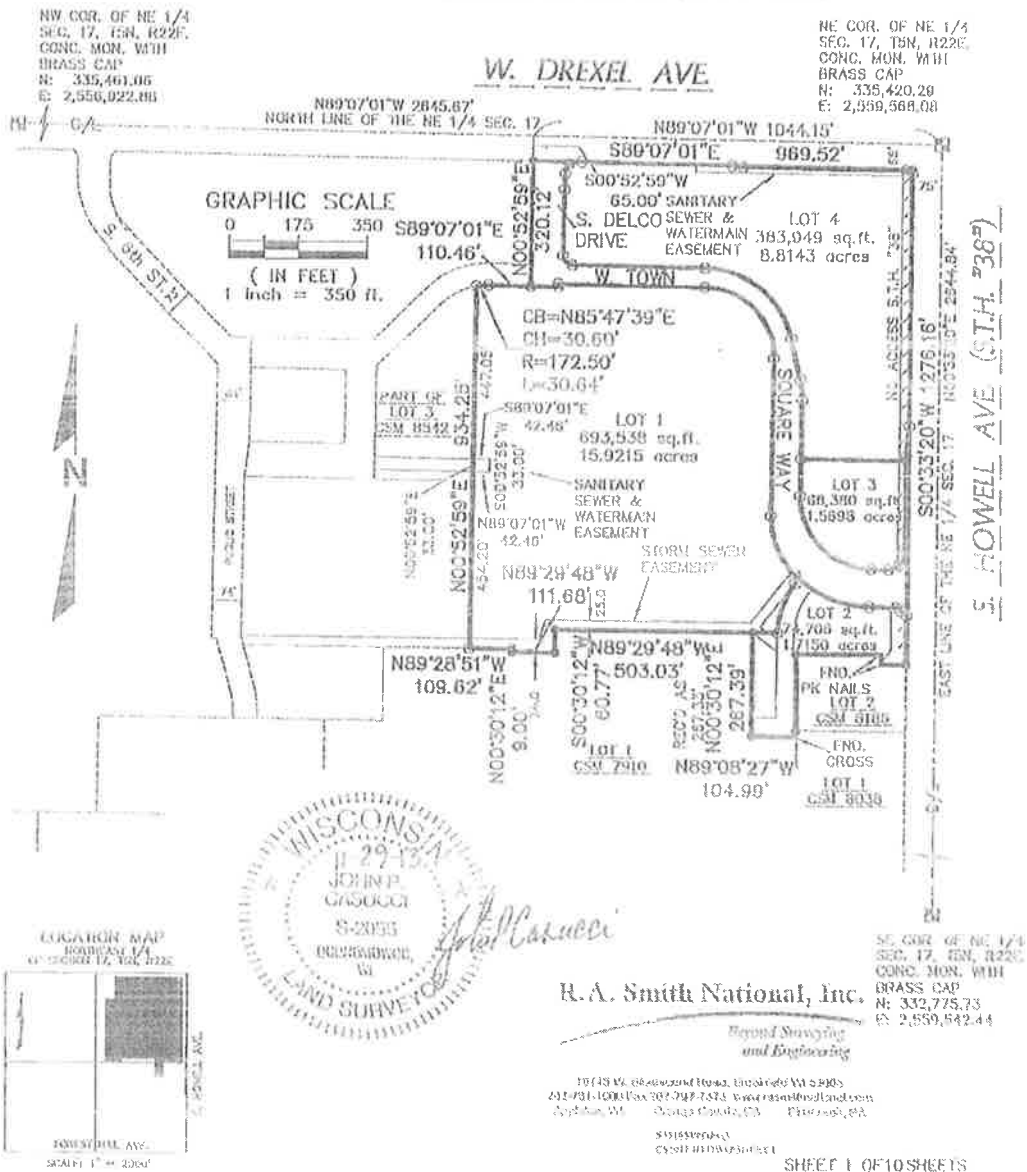
A division of Lot 1 of Certified Survey Map No. 8185 and a part Lot 3 of Certified Survey Map No. 8542, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

THESE PARCELS ARE AFFECTED BY OFFICIALLY MAPPED STREETS.

- ⊙ INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 14" IN LENGTH, 1.60 LBS. PER LINEAL FOOT.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL DEARINGS ARE REFERENCED TO THE N. LINE OF THE NE 1/4 OF SECTION 17, T 5 N, R 22 E, WHICH BEARS N89°07'01"W OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE

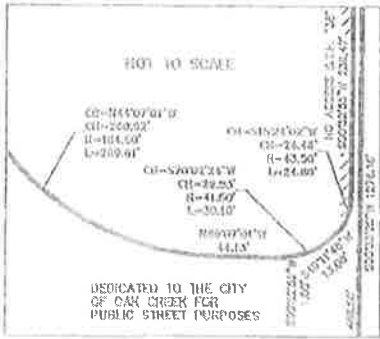
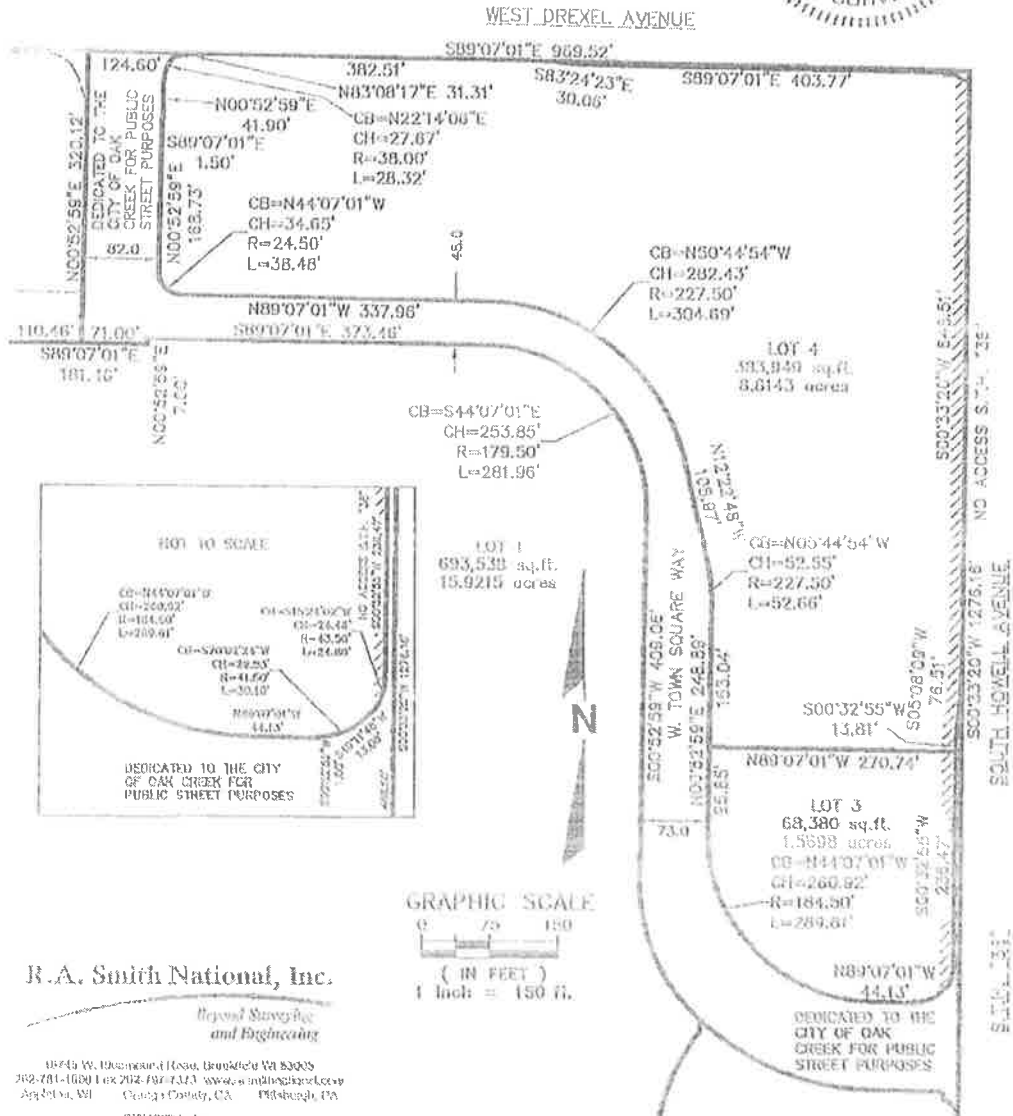
SEE SHEETS 2-4 FOR LOT DETAILS.
SEE SHEET 5 FOR DEDICATION DETAILS & ADDITIONAL NOTES.
SEE SHEETS 1, 6 & 7 FOR EASEMENT DETAILS



CERTIFIED SURVEY MAP NO. _____

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R. A. Smith National, Inc.

*Surveying
and Engineering*

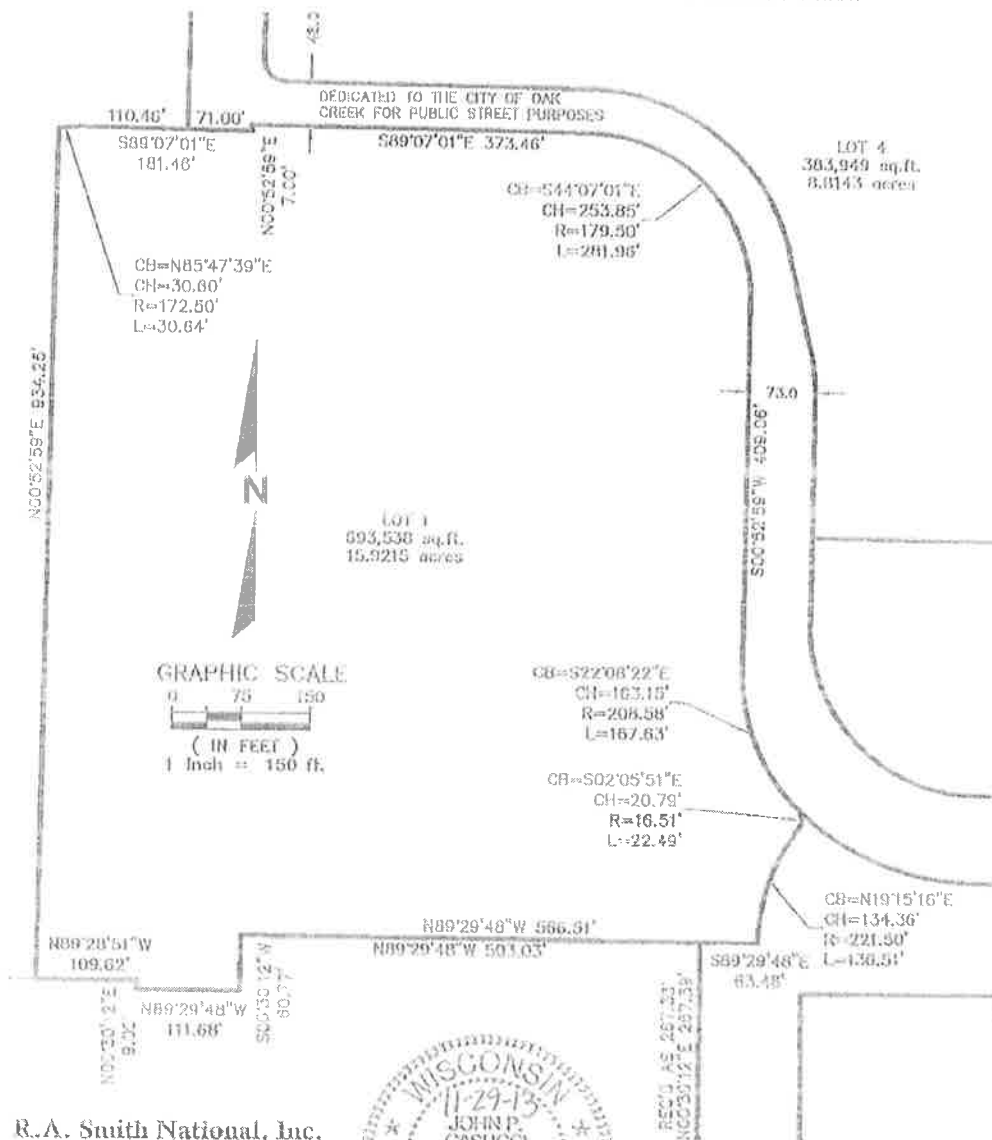
10744 W. Durand Ave., Suite 200, Brookfield, WI 53005
 762-701-1600 Fax 762-787-3113 www.raisnational.com
 Appleton, WI Chicago, IL Cary, NC Philadelphia, PA

STATE OF WISCONSIN
 COUNTY OF MILWAUKEE

CERTIFIED SURVEY MAP NO. _____

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SEE SHEETS 2-4 FOR LOT DETAILS.
SEE SHEET 5 FOR DEDICATION DETAILS & ADDITIONAL NOTES.
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R.A. Smith National, Inc.

Beyond Surveying
and Engineering

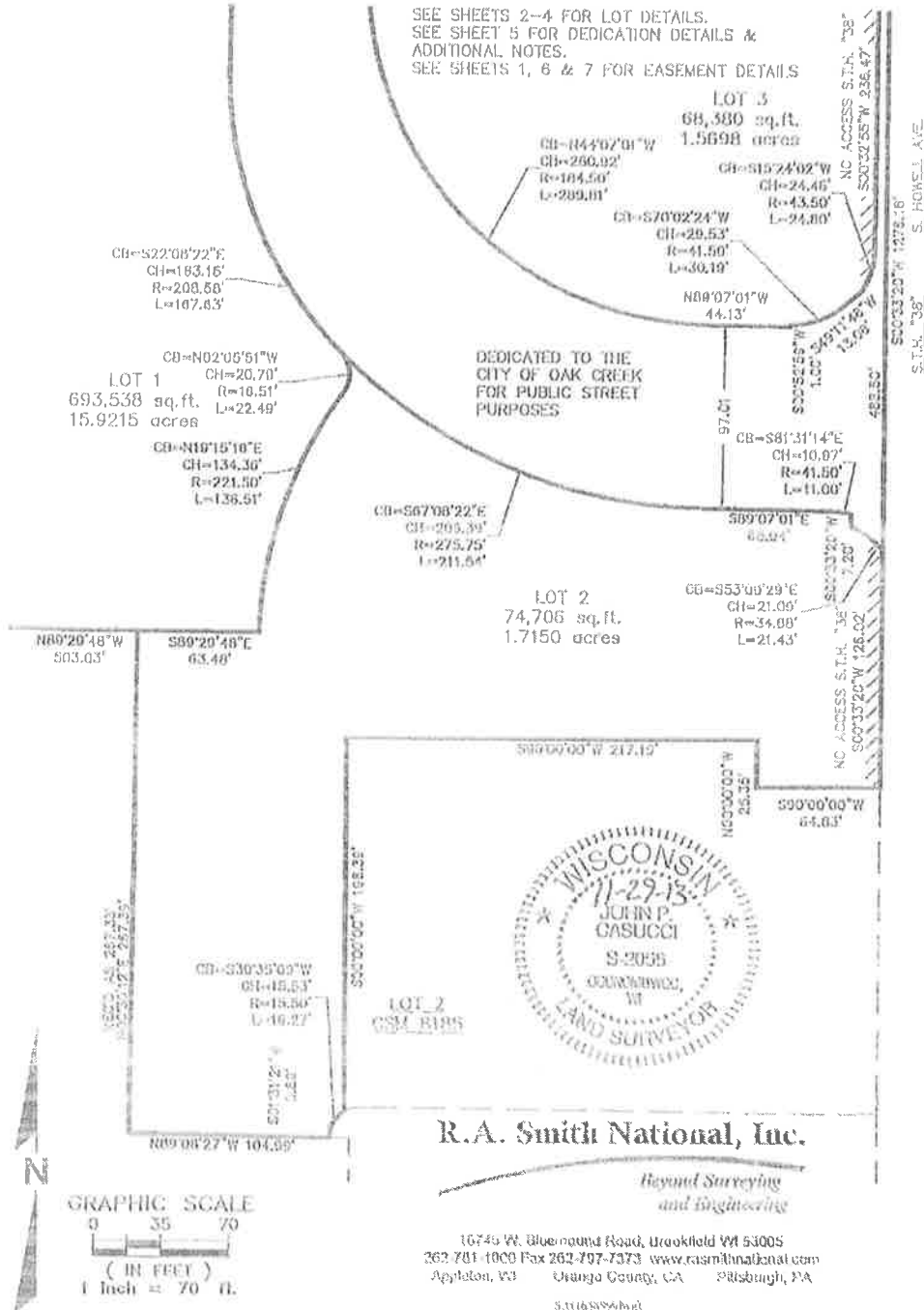
16245 W. Bluemound Road, Brookfield, WI 53005
262.781.1030 Fax 262.787.2373 www.ra-smithnational.com
Appleton, WI Orange County, CA Dallas, TX

5555555-1-1-1
4555555-1-1-1-1



CERTIFIED SURVEY MAP NO. _____

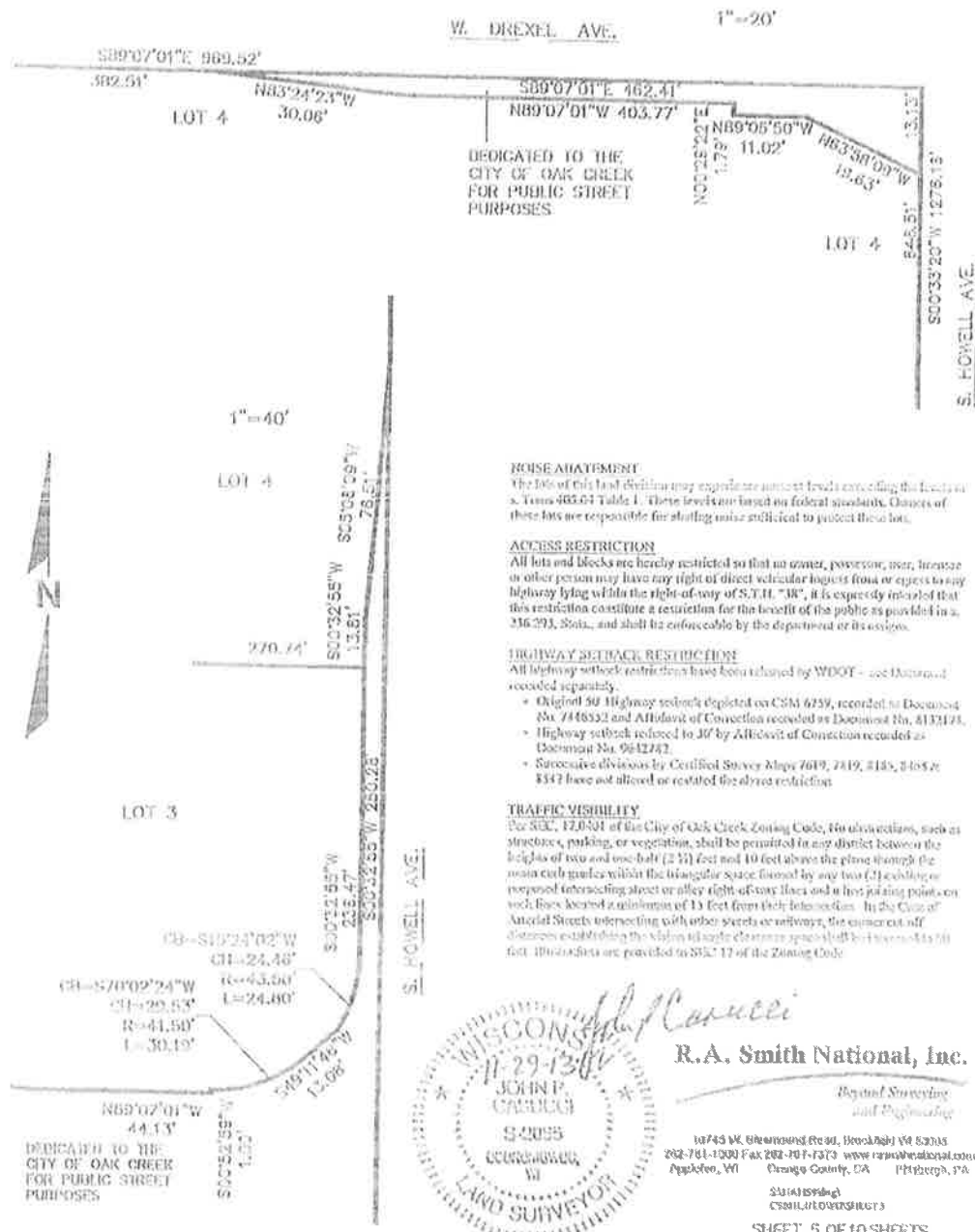
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SEE SHEETS 2-4 FOR LOT DETAILS.
SEE SHEET 5 FOR DEDICATION DETAILS & ADDITIONAL NOTES.
SEE SHEETS 1, 6 & 7 FOR EASEMENT DETAILS.



W. DREXEL AVE. 1"=20'

S89°07'01"E 969.52'
382.51'
LOT 4
N83°24'23"W 30.06'
S89°07'01"E 462.41'
N89°07'01"W 403.77'
N89°05'50"W 11.02'
N83°38'00"W 13.63'
LOT 4
E44.81'
S00°33'20"W 1278.13'
S. HOWELL AVE.

DEDICATED TO THE CITY OF OAK CREEK FOR PUBLIC STREET PURPOSES

1"=40'



LOT 4
S00°32'55"W 78.51'
S00°32'55"W 13.61'
270.74'
LOT 3
S00°32'55"W 250.23'
S00°32'55"W 226.47'
S00°32'55"W 250.23'
S00°32'55"W 250.23'

CB-S17°24'02"W
C1=24.48'
CB-S17°02'24"W
C1=29.53'
R=41.50'
L=30.19'
CB-S17°42'W
C1=43.50'
L=24.80'
N89°07'01"W
44.13'

DEDICATED TO THE CITY OF OAK CREEK FOR PUBLIC STREET PURPOSES

HORSE ABATEMENT
The lots of this land contain many expensive ancient trees exceeding the limits in s. 236.04 Table 1. These trees are listed on federal schedules. Owners of these lots are responsible for staffing noise sufficient to protect these lots.

ACCESS RESTRICTION
All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of S.T.H. "38", it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 236.293, Stats., and shall be enforceable by the department or its assignee.

HIGHWAY SETBACK RESTRICTIONS
All highway setback restrictions have been released by WDOT - see documents recorded separately.

- Original 50' Highway setbacks depicted on CSM 6759, recorded as Document No. 7446532 and Affidavit of Connection recorded as Document No. 813424.
- Highway setback reduced to 30' by Affidavit of Connection recorded as Document No. 9642782.
- Successive divisions by Certified Survey Maps 7619, 7819, 8185, 8405 & 8347 have not altered or restated the above restriction.

TRAFFIC VISIBILITY
Per SEC. 17.05(1) of the City of Oak Creek Zoning Code, no obstructions, such as structures, parking, or vegetation, shall be permitted in any district between the heights of two and one-half (2 1/2) feet and 10 feet above the plane through the main curb markers within the triangular space formed by any two (2) existing or proposed intersecting street or alley right-of-way lines and a hypothetical point on each line located a minimum of 15 feet from their intersections. In the Case of Arterial Streets intersecting with other streets or highways, the corner cut-off distances established in the vision triangle clearance specifications in Sec. 17.05(1) shall be reduced as provided to Sec. 17 of the Zoning Code.



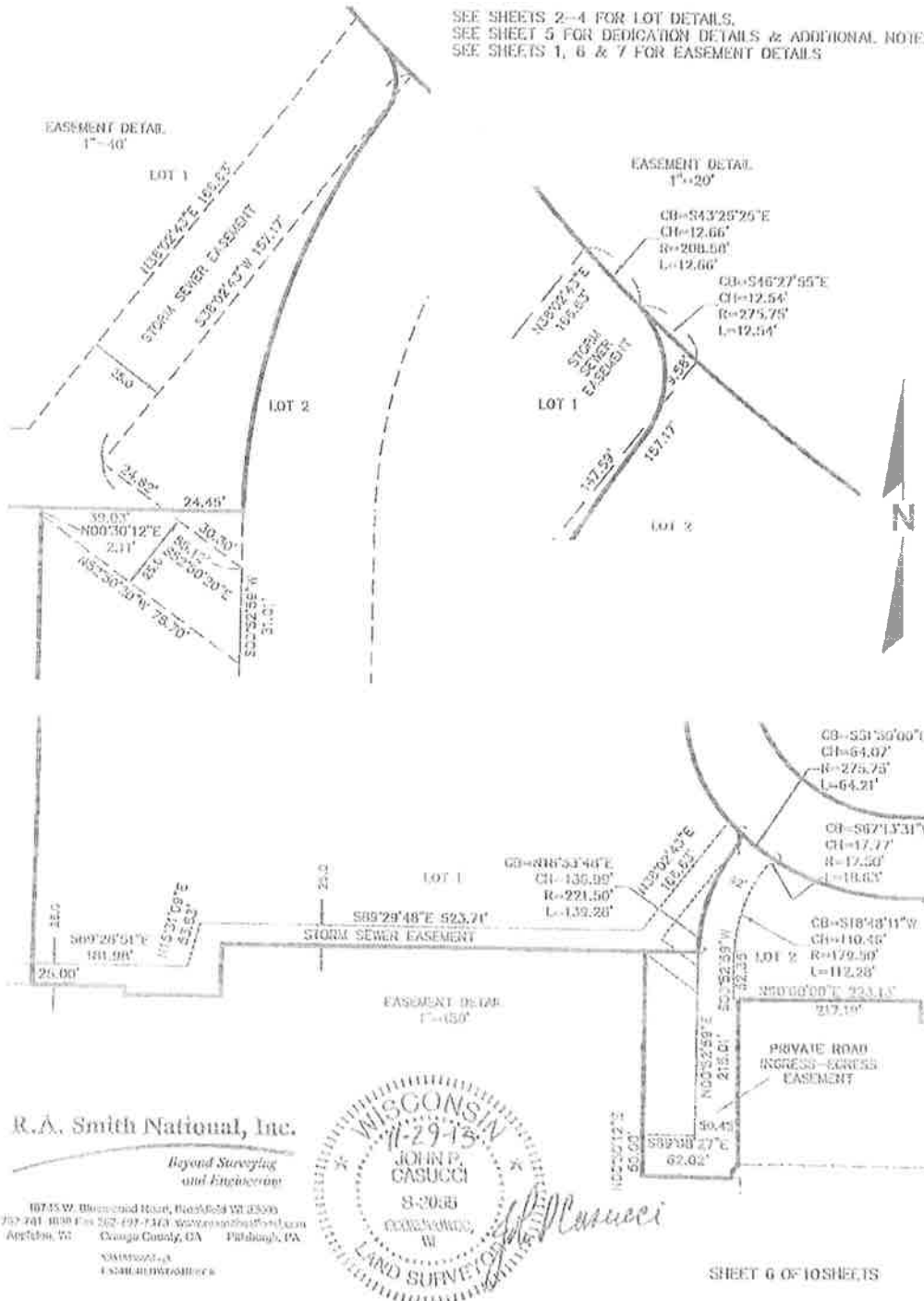
R.A. Smith National, Inc.

Registered Surveying and Engineering
10745 W. Greenwood Road, Brookfield, WI 53005
262-781-1200 Fax 262-707-1373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburg, PA
S104059464
CS0011010812373

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8185 and a part Lot 3 of Certified Survey Map No. 8542, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

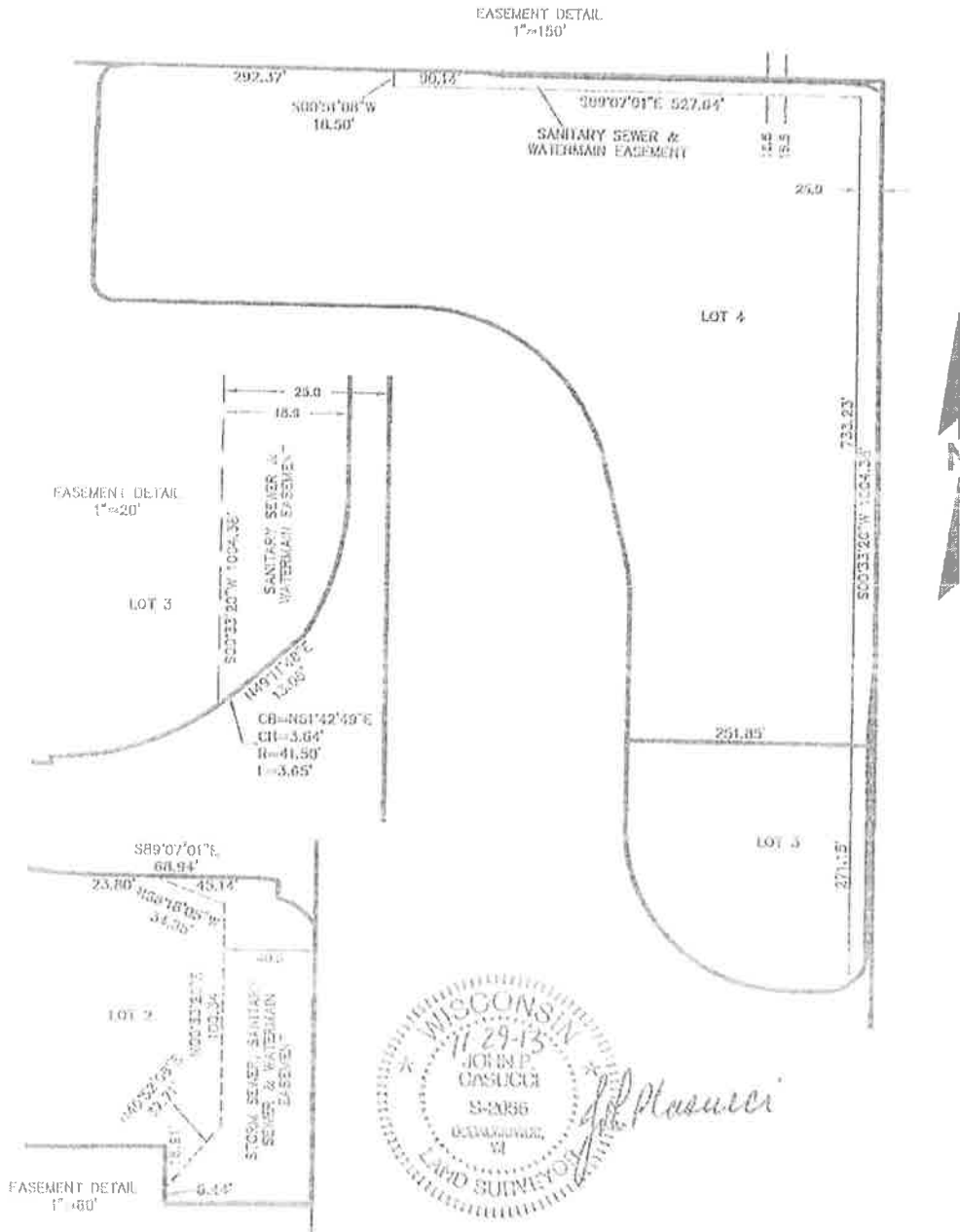
SEE SHEETS 2-4 FOR LOT DETAILS.
SEE SHEET 5 FOR DEDICATION DETAILS & ADDITIONAL NOTES.
SEE SHEETS 1, 6 & 7 FOR EASEMENT DETAILS.



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8185 and a part Lot 3 of Certified Survey Map No. 8542, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SEE SHEETS 2-4 FOR LOT DETAILS.
 SEE SHEET 5 FOR DEDICATION DETAILS & ADDITIONAL NOTES.
 SEE SHEETS 1, 6 & 7 FOR EASEMENT DETAILS



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8185 and a part Lot 3 of Certified Survey Map No. 8542, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 }SSS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, **divided and** mapped a division of Lot 1 of Certified Survey Map No. 8185 and a part Lot 3 of Certified Survey Map No. 8542, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, which is bounded and described as follows:

COMMENCING at the Northeast corner of the Northeast 1/4 of said Section 17; thence North 89°07'01" West along the North line of the Northeast 1/4 Section 1044.15 feet to a point; thence South 00°52'59" west 85.00 feet to a point in the South line of West Drexel Avenue and the point of beginning of lands to be described; thence South 89°07'01" East along said South line 989.52 feet to a point on the West line of South Howell Avenue; thence South 00°33'20" West 1276.16 feet to Northeast corner of Lot 2 of Certified Survey map No. 8185; thence South 90°00'00" West along the North line of said Lot 64.83 feet to a point; thence North 00°00'00" West along said North line 25.35 feet to a point; thence South 90°00'00" West along said North line 217.19 feet to the Northwest corner of said Lot; thence South 00°00'00" West along the West line of said Lot 198.39 feet to a point in the Northerly line of Lot 1 of Certified Survey map No. 8038; thence Southwesterly 16.27 feet along said Northerly line and an arc of a curve whose center lies to the Southeast, whose radius is 15.50 feet and whose chord bears South 30°35'09" West 15.53 feet to a point; thence South 91°31'21" West along said Northerly line 0.89 feet to a point in the Northerly line of Lot 1 of Certified Survey Map No. 7910; thence North 89°08'27" West along said Northerly line 104.99 feet to a point; thence North 00°30'12" East along said Northerly line 267.39 feet to the Northeast corner of said Lot, thence North 89°29'48" West along the Northerly line of said Lot 503.03 feet to a point; thence South 00°30'12" West along said Northerly line 60.77 feet to a point; thence North 89°29'48" West along said Northerly line 111.90 feet to a point; thence North 00°30'12" East along said Northerly line 9.00 feet to a point; thence North 89°28'51" West along said Northerly line 109.62 feet to a point; thence North 00°52'59" East 934.25 feet to a point; thence Northeasterly 30.64 feet along an arc of a curve whose center lies to the Southeast, whose radius is 172.50 feet and whose chord bears North 85°47'39" East 30.60 feet to a point; thence South 89°07'01" East 110.46 feet to a point; thence North 00°52'59" East 320.12 feet to the point of beginning.

Said lands contain 1,352,561 square feet or 31.0505 acres.

THAT I have made the survey, land division and map by the direction of ONE WEST DREXEL, LLC, and THE CITY OF OAK CREEK, owners.

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

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Municipal Code in surveying, dividing, dedicating and mapping the same.

November 29, 2013 A DATE
JOHN P. CASUCCI JOHN P. CASUCCI (SEAL)
S-2085 REGISTERED LAND SURVEYOR S-2085



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8185 and a part Lot 3 of Certified Survey Map No. 8542, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

As owners, ONE WEST DREXEL LLC, hereby certify that we have caused the land described on this map, to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Municipal Code

ONE WEST DREXEL LLC, as owners, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Oak Creek

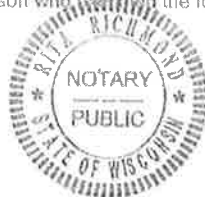
ONE WEST DREXEL LLC

By: WISPARK LLC, its Manager

By: [Signature]
Jerold P. Franke, President

STATE OF WISCONSIN }
 }SS
MILWAUKEE COUNTY }

PERSONALLY came before me this 3RD day of December 2013, the above named Jerold P. Franke, President of WISPARK LLC, Manager of ONE WEST DREXEL LLC, to me known to be the person who executed the foregoing instrument.



[Signature] (SEAL)
Notary Public, State of Wisconsin

My commission expires 10-18-2015



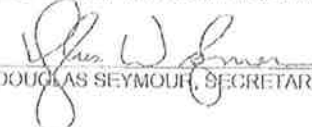
CERTIFIED SURVEY MAP NO.

A division of Lot 1 of Certified Survey Map No. 8185 and a part Lot 3 of Certified Survey Map No. 8542, in the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

PLANNING COMMISSION OF APPROVAL

20th Certified Survey Map accepted by the Planning Commission of the City of Oak Creek on this day of October, 2013.


MAYOR STEPHEN SCAFFIDI, CHAIRMAN


DOUGLAS SEYMOUR, SECRETARY

COMMON COUNCIL APPROVAL

Certified Survey Map approved by the Common Council of the City of Oak Creek and dedication accepted on this 5th day of November, 2013, by Resolution No. 11415-110563


STEPHEN SCAFFIDI, MAYOR


CATHERINE ROESKE, CITY CLERK



City of Oak Creek Common Council Report

Meeting Date: December 17, 2013

Item No.: 9

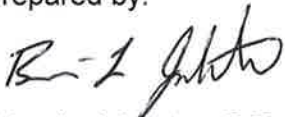
Recommendation: That the Common Council adopts Resolution No. 11443-121713, a resolution establishing a storm sewer easement at Drexel Town Square (Tax Key 813-9023-005)(2nd Aldermanic District).

Background: The storm sewer connection for the property at 8081 S. Howell Avenue (Sonic) was connected to the storm sewer system that ran thorough the old Delphi property to Drexel Avenue. The redevelopment of the Drexel Town Square project is requiring the abandonment of the existing storm sewer system. It is the responsibility of One West Drexel, LLC to provide Sonic with a new storm sewer connection. The proposed storm sewer will run north from Sonic, along Howell Avenue to the proposed entrance at Susan Drive. Then the storm sewer will continue west along the south property line of the Drexel Town Square project, to the new detention pond on the west side of the parcel.

The 25-foot easement will provide the City with the right to access and maintain the storm sewer within the easement limits on the property.

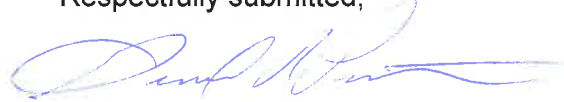
Fiscal Impact: None.

Prepared by:



Brian L. Johnston, P.E.
Development Engineer

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11443-121713

BY: _____

**RESOLUTION ESTABLISHING A STORM SEWER EASEMENT AT DREXEL TOWN
SQUARE**

(TAX KEY NO. 813-9023-005)

(2ND ALDERMANIC DISTRICT).

WHEREAS, One West Drexel, LLC is required to provide a storm sewer connection to the existing property at 8081 S. Howell Avenue (Sonic), and;

WHEREAS, the proposed 25-foot-wide easement would be located along the southern property line of the Drexel Town Square project, as shown in the exhibit, and;

WHEREAS, the easement will give the City the right to access and maintain the storm sewer within the easement limits on the property;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the storm sewer easement at Drexel Town Square be granted and the Mayor and City Clerk are hereby authorized to execute the same, and;

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to record the easement 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 December, 2013.

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

President, Common Council

Approved this 17th day of December, 2013.

Mayor

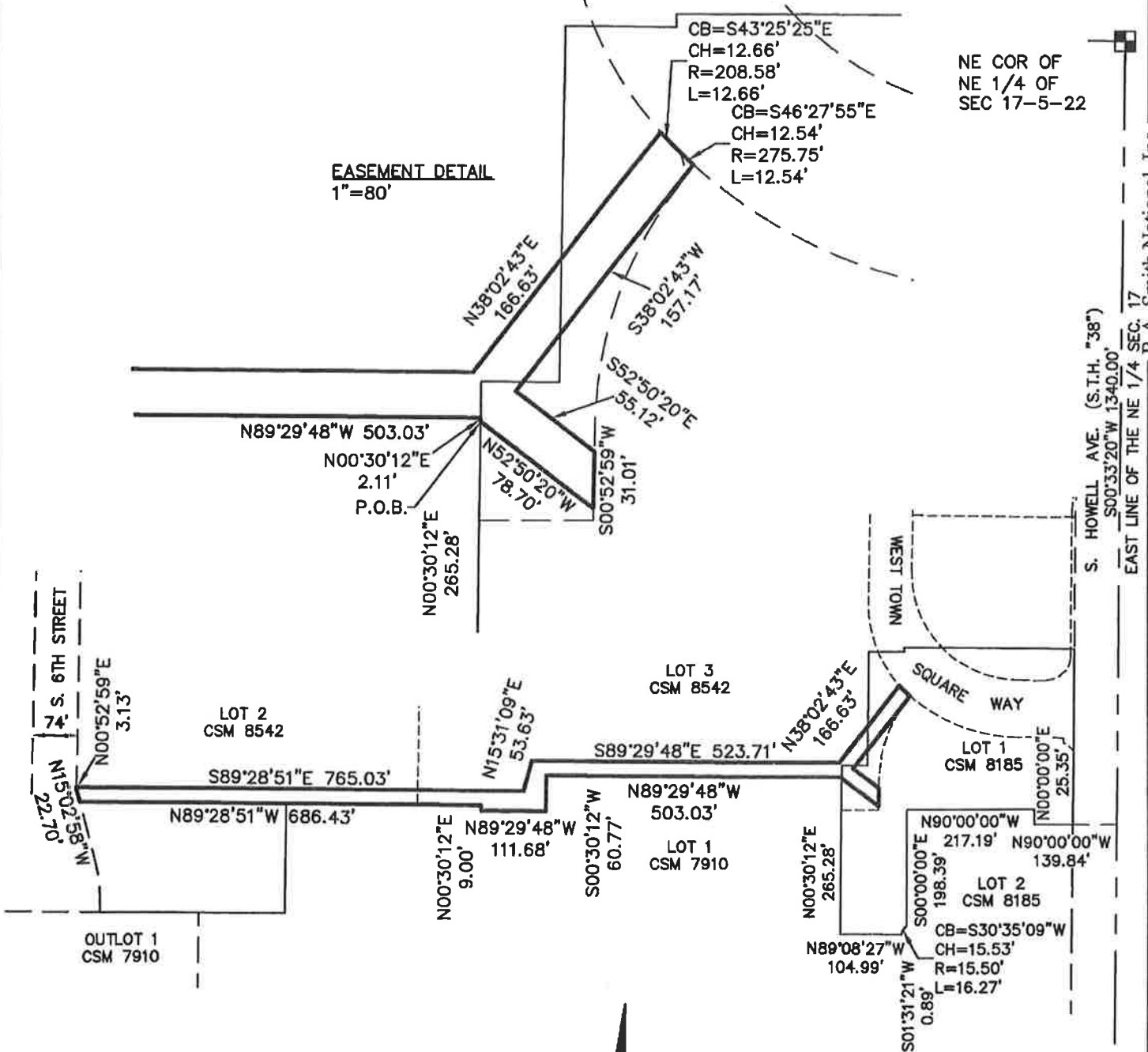
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT

STORM SEWER EASEMENT

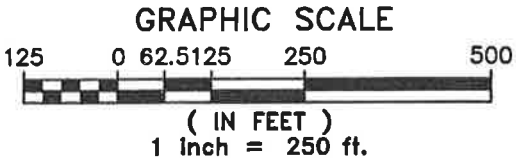


R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

S:\5165899\dwg\
EX101A250 DWGSHEET 1



EXHIBIT

STORM SEWER EASEMENT

Part of Lot 1 of Certified Survey Map No. 8185 and part of Lots 2 and 3 of Certified Survey map No. 8542, being part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, Bounded and described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 17; thence South 00°33'20" West along the East line of the Northeast 1/4 Section 1340.00 feet to a point; thence North 90°00'00" West 139.84 feet to a point; thence North 00°00'00" East 25.35 feet to a point; thence North 90°00'00" West 217.19 feet to a point; thence South 00°00'00" East 198.39 feet to a point; thence Southwesterly 16.27 feet along an arc of a curve whose center lies to the Southeast, whose radius is 15.50 feet and whose chord bears South 30°35'09" West 15.53 feet to a point; thence South 01°31'21" West 0.89 feet to a point; thence North 89°08'27" West 104.99 feet to a point; thence North 00°30'12" East 265.28 feet to the point of beginning of lands to be described; thence continuing North 00°30'12" East 2.11 feet to a point in the North line of Lot 1 of Certified Survey Map No. 7910; thence North 89°29'48" West along said North line 503.03 feet to a point; thence South 00°30'12" West along said North line 60.77 feet to a point; thence North 89°29'48" West along said North line 111.68 feet to a point; thence North 00°30'12" East along said North line 9.00 feet to a point; thence North 89°28'51" West 686.43 feet to a point in the East line of South 6th Street; thence North 15°02'58" West along said East line 22.70 feet to a point; thence North 00°52'59" East 3.13 feet to a point; thence South 89°28'51" East 765.03 feet to a point; thence North 15°31'09" East 53.63 feet to a point; thence South 89°29'48" East 523.71 feet to a point; thence North 38°02'43" East 166.63 feet to a point; thence Southeasterly 12.66 feet along an arc of a curve whose center lies to the Northeast, whose radius is 208.58 feet and whose chord bears South 43°25'25" East 12.66 feet to a point; thence Southeasterly 12.54 feet along an arc of a curve whose center lies to the Northeast, whose radius is 275.75 feet and whose chord bears South 46°27'55" East 12.54 feet to a point; thence South 38°02'43" West 157.17 feet to a point; thence South 52°50'20" East 55.12 feet to a point; thence South 00°52'59" West 31.01 feet to a point; thence North 52°50'20" West 78.70 feet to the point of beginning.

Said land contains 41,235 square feet

November 18, 2013

Drawing No. 165899-RMK

R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

S:\165899\dwg\
EX101A250.DWG\SHEET 2

SHEET 2 OF 2

City of Oak Creek Common Council Report

Meeting Date: 12/17/13

Item No.:

10

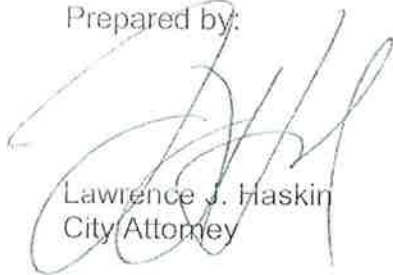
Recommendation: That the Common Council approve Resolution No. 11444-121713, A Resolution Approving a Consent to a Declaration of Access Easement by One West Drexel, LLC ("OWD")

Background: Meijer, Inc. has an option with OWD to purchase Lot 1 of an approved Certified Survey Map consisting of 15.9215 acres for a large format retail store at Drexel Town Square and Lot 3 consisting of 1.569 acres for a gas station at Drexel Town Square as depicted on the attached Certified Survey Map which was previously approved by the Common Council. As a condition of closing on the purchase of these properties, Meijer is requesting that certain commercial properties located south of Drexel Town Square, including: Woodman's Food Market, Inc. ("Woodman's"); Howell Oaks III, LLC, the owner of the property occupied by the Sonic Restaurant; Landmark Credit Union; River Valley Oak Creek, LLC, which owns the building occupied by Buffalo Wild Wings among other tenants; as well as other commercial parcels in the area, release certain restrictions that have been created by previously recorded documents. Some of those property owners have indicated that they will only sign the Release of those restrictions if they are guaranteed access from those properties to the new Susan Drive signalized access point on Howell Avenue.

It is in the best interests of the City and the public that any traffic exiting either Drexel Town Square or the commercial parcels to the south and heading north on Howell or any northbound Howell Avenue traffic entering Drexel Town Square or other commercial parcels to the south enter at the new signalized intersection at Susan Drive. West Town Square Way, which heads northbound after entering the Drexel Town Square property, is a public road. However, the road that leads to the south from this access point behind Sonic as depicted on sheet 6 of 10 of the attached Certified Survey Map is a private road. Therefore, in order to guarantee access to the commercial properties to the south, it is necessary for OWD to grant access rights to those properties. To assure those access rights, a Declaration of Access Easement has been drafted for signature by representatives of OWD, the City and Woodman's. Adoption of Resolution No. 11444-121713 will authorize the Mayor and City Clerk to sign this Declaration.


Fiscal Impact: None.

Prepared by:



Lawrence J. Haskin
City Attorney

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Review by:

Douglas Seymour
Director of Community Development

REVISED

RESOLUTION NO. 11444-121713

RESOLUTION APPROVING AN
ACCESS EASEMENT BY AND AMONG ONE WEST DREXEL, LLC ("OWD"),
THE CITY OF OAK CREEK (the "City"), WOODMAN'S FOOD MARKET, INC
("Woodman's") AND HOWELL OAKS III LLC ("Howell Oaks")
(Drexel Town Square)
(2nd Aldermanic District)

BE IT RESOLVED that the Access Easement Agreement by and among OWD,
the City, Woodman's and Howell Oaks be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby
authorized to execute the same in behalf of the City of Oak Creek.

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

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 ____

RESOLUTION NO. 11444-121713

RESOLUTION APPROVING
A CONSENT TO A DECLARATION OF ACCESS EASEMENT
BY ONE WEST DREXEL, LLC ("OWD")
(Drexel Town Square)
(2nd Aldermanic District)

BE IT RESOLVED that the Consent to a Declaration of Access Easement by OWD be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the same in behalf of the City of Oak Creek.

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

Passed and adopted this ____ day of _____, 2013.

President, Common Council

Approved this ____ day of _____, 2013.

Mayor Stephen Scaffidi

ATTEST:

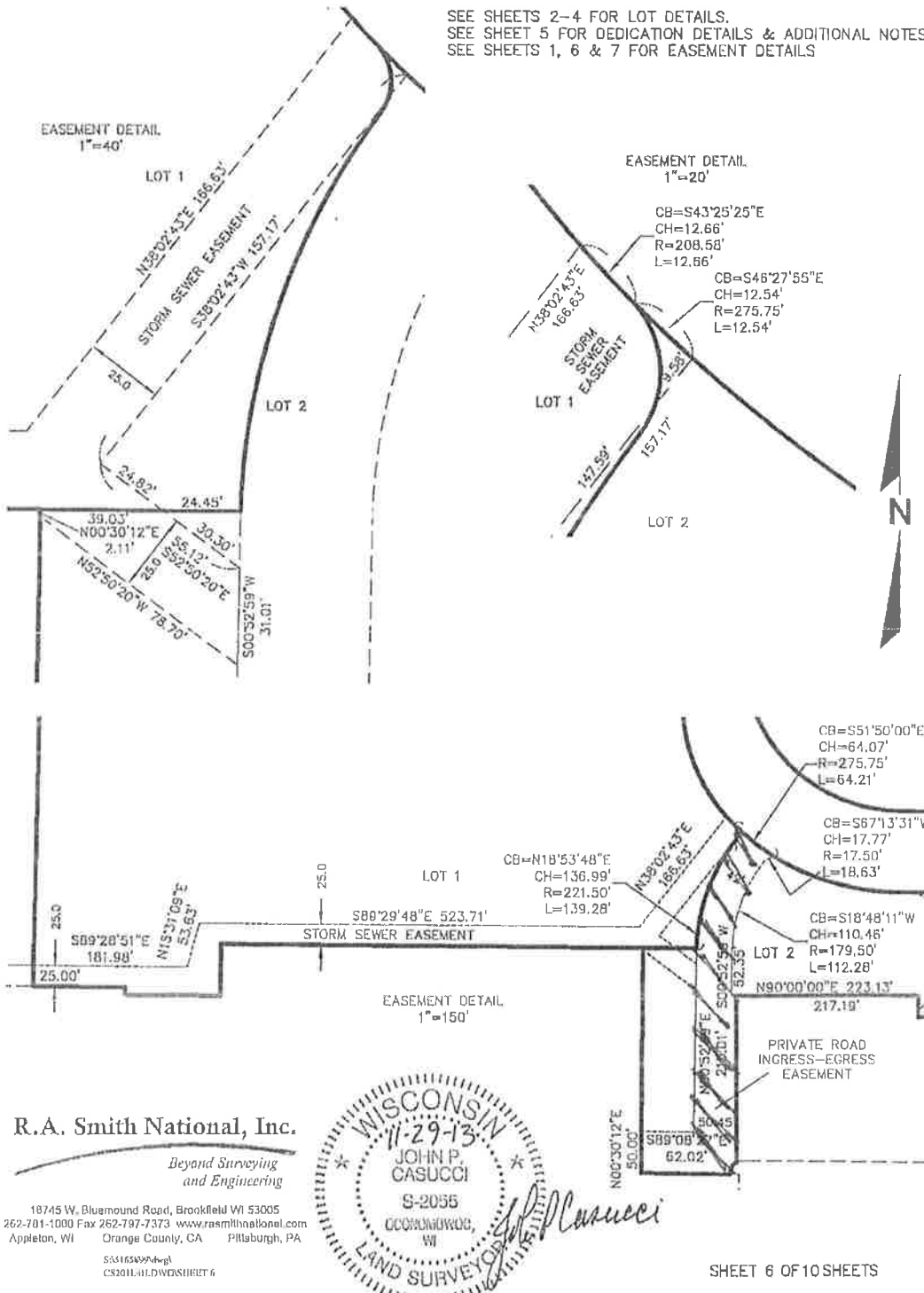
Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8185 and a part Lot 3 of Certified Survey Map No. 8542, In the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SEE SHEETS 2-4 FOR LOT DETAILS.
SEE SHEET 5 FOR DEDICATION DETAILS & ADDITIONAL NOTES.
SEE SHEETS 1, 6 & 7 FOR EASEMENT DETAILS



R.A. Smith National, Inc.

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and Engineering

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Appleton, WI Orange County, CA Pittsborough, PA

SAS163099dwhg
CS2011-ILFDW08SHBET 6



City of Oak Creek Common Council Report

Meeting Date: December 17, 2013

Item No.: 11

Recommendation: That the Common Council concur with the CDA's recommendation to approve a marketing services contract with Connect The Dots LLC.

Background: Mayor Scaffidi and city staff have been discussing an expansion and extension of the City's economic development marketing efforts by considering a more proactive approach to economic development outreach. A contractual relationship rather than staffing is believed to provide the most cost effective approach. Discussions with Gary Billington (AKA Connect The Dots LLC) have resulted in the development of a contract for these marketing and outreach services.

The attached contract has been reviewed by the CDA and has been recommended for approval by them for consideration by the Council. The intent of this contract is to identify potential business expansions and relocations to the City with a direct contact and recruitment strategy identified through joint effort between the contractor and the City. It is expected the CDA would provide significant input into this process as well as to receive and review quarterly reports which are required under the contract.


Cost for the service would be \$1,000 per month for which the City would receive up to eight (8) hours of billable time. The contract also provides reimbursement for mileage, meal, hotel, and travel costs outside the area. Costs which exceed \$250 require prior City approval. The contract also establishes a success fee, should contacts result in an expansion or location of a business to the City. In this event, contractor would receive between 7.5% to 10% of the City levied and collected taxes for the first full year of improved values.

Fiscal Impact: Fixed costs for this contract for a one (1) year period would be \$12,000 with the potential for travel fees which are not expected to exceed \$2,000 annually. Success fees will be variable and depend upon business expansion or relocation events. Funding for these costs will come from the CDA budget.

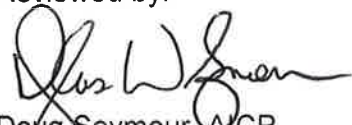
Fiscal Review by:


Bridget M. Spuffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

Reviewed by:


Doug Seymour, AICP
Director of Community Development

**CITY OF OAK CREEK
MARKETING SERVICES CONTRACT**

THIS CONTRACT, made and entered into this ____ day of _____ 2013, by and between CONNECT.THE.DOTS L.L.C., hereinafter called the "Contractor" and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, hereinafter called "City",

W I T N E S S E T H:

That the Contractor, and the City, for the consideration stated herein, agree as follows:

1. SCOPE OF WORK

The Contractor shall provide marketing services to facilitate economic development in the City of Oak Creek. Services shall include initiating contact, arranging meetings, and developing relationships with a variety of businesses in order to attract, retain and expand the presence of those businesses in the City. The Contractor shall provide City with minutes from those meetings and follow-up strategy.

The Contractor shall provide all labor, equipment, services, expertise and everything necessary for the completion of the work more fully hereinafter set forth, all in strict accordance with this contract. The Contractor shall do everything required by this contract and other documents constituting a part hereof and in the manner specified herein.

The City shall be the exclusive public sector client of the Contractor. The Contractor may provide services hereunder to other private clients, and the same shall not be considered a violation of this contract. The Contractor shall disclose said other clients to the City, which City agrees to keep confidential.

The Contractor agrees to keep confidential any and all proprietary information of the City obtained by the Contractor in providing the services hereunder. The Contractor agrees to execute any reasonable confidentiality agreement of the City acknowledging same.

The parties agree that the rules of engagement surrounding the addition of accounts to a target list is a mutual event, but the final decision for inclusion or exclusion lies with the City. All qualifying accounts or leads shall be approved in writing or via email by the City of Oak Creek City Administrator to the Contractor prior to the commencement of activity by the Contractor. It is understood that quality of account leads rather than quantity is sought by this service contract. Contractor shall propose and jointly develop leads with the City including possible approach strategies.

City agrees that the Contractor will be providing the services utilizing the Contractor's reasonable best efforts, however, the City acknowledges that the services are purely advisory only, and that the Contractor will not be responsible for any losses, costs, expenses or damages incurred by the City as a result of the provision of the Contractor's services. The City agrees to defend, indemnify and hold the Contractor harmless from any and all liability, costs, damages or expense, including attorney's fees, incurred by the Contractor, brought by or against any third party, as a result of the Contractor's providing the services to the City hereunder assuming Contractor was not working outside the scope of his authority."

Contractor shall be required to prepare and submit on a quarterly basis written reports detailing lead contacts, development, strategy, and timing estimates on decision making and building plans when appropriate. Additional information may be required which will be jointly discussed and agreed to between the parties.

2. TERM

The term of this Contract shall be for a period of one (1) year commencing _____ (the "Commencement Date") and terminating _____. Thereafter this Contract may be renewed for additional terms of one year by mutual written agreement of the parties.

3. FEES AND PAYMENT

City shall pay the Contractor a monthly retention fee of one thousand and no/100 dollars (\$1,000.00) on or about the first of each month, consistent with internal processing schedules, which retention fee shall entitle City up to eight (8) hours of billable time each month.

City shall pay the Contractor an annual fee of three thousand and no/100 dollars (\$3,000.00) each year this contract is in effect and shall be invoiced on the anniversary of the contract each year [and paid within 30 days?] or as otherwise agreed in writing by the parties.

The Contractor may be entitled to a bonus payment or commission upon the happening of any of the "success fee" events outlined in Exhibit A, attached hereto and incorporated herein by reference.

City shall be responsible for reimbursing the Contractor for any ordinary and reasonable business expenses incurred in providing the services hereunder, with mileage expenses at \$0.55 per mile and reasonable costs for hotels and meals when travel time outside of southeastern Wisconsin is required. For any single business expense exceeding \$250.00, the Contractor shall first obtain City approval in writing for said business expense before incurring that expense.

The Contractor shall be paid as an independent contractor to City for liability and tax purposes. The Contractor shall be paid all gross fees and be responsible for any tax withholding.

4. PROFESSIONAL SERVICES LIABILITY AND INSURANCE

The Contractor shall provide the City with certificates of insurance acceptable to the City prior to commencement of the work. It is hereby agreed and understood that the insurance required by the City is primary coverage and that any insurance or self insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until all services are completed and the length of time specified, if any, in the contract or listed below, whichever is longer.

5. TERMINATION

Either party may terminate this contract prior to the expiration of the term upon 30 days prior written notice. In addition, the Contractor shall be entitled to a bonus payment or commission upon the closing or completion of any success fee events the Contractor was working on prior to termination, which is subsequently closed or completed for up to one (1) year after City's termination of this contract.

6. AMENDMENTS

This Contract constitutes the entire understanding of the parties regarding the provision of the services, and there are no other understandings or agreements between the parties other than what is contained in this contract. This contract may only be amended upon the mutual signed written agreement of the parties. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts the day and year first above written.

Contractor Witnesses:

CONNECT.THE.DOTS
175 W. Summerhill Pl.
Oak Creek, WI 53154

By: _____
Gary F. Billington, CEO

Other Witnesses:

CITY OF OAK CREEK

By: _____
Stephen A. Scaffidi, Mayor

ATTEST:

By: _____
Catherine Roeske, City Clerk

COUNTERSIGNED:

I hereby certify that sufficient funds are in the Treasury to meet the expense hereof.

Bridget M. Souffrant
Finance Director/Comptroller

Examined and approved as to form this
_____ day of _____, 2013.

Lawrence J. Haskin, City Attorney

City of Oak Creek Common Council Report

Meeting Date: 12/17/2013

Item No.: 12

Recommendation: That the Common Council approves the appointment of election officials as listed on the attached pages, for the two-year period of January 1, 2014 through December 31, 2015.

Background: Election Inspectors are appointed at the end of odd-numbered years for a two-year period, in accordance with Wisconsin State Statutes. Please see the attached pages for the names and addresses of the election official nominees. As we have had the names of nominees submitted by only one major party, the majority of the nominees will be designated as "unaffiliated".

Since 2014 is a major election year, recruitment for new Election Inspectors will continue and as new Election Inspectors are recruited, or if further political party nominations become available, additional appointments will be recommended for approval by the Council in the future.

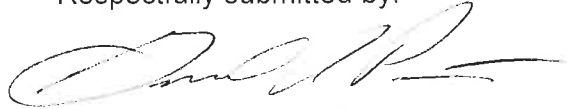
Fiscal Impact: Funds have been included in the General Government budget, part-time salaries account, to cover the wages paid to the appropriate number of election officials for all regular elections.

Prepared by:



Catherine A. Roeske
City Clerk

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Election Official Appointments
1/1/2014 – 12/31/2015

First Name	Last Name	Street Address
Theresa	Aghbashian	3444 E. Ryan Rd.
Carol J	Anderson	435 E. Fitzsimmons Road
Carol	Baltutis	7585 S. Manitowoc Ave
Charles	Baltutis	7585 S. Manitowoc Ave.
Doris	Behr	7519 S. Clement Ave.
KC	Bobolz	10600 S. Richard Rd.
Kim	Bogadi	3705 E. Garden Pl.
Dennis	Brickler	8250 S. Woodridge Dr.
Eric	Brooks	1401 E. Maass Drive
Jill	Brooks	1401 E. Maass Drive
Patricia	Bull	8650 S. Liberty Ln. #2709
Rosemary	Corry	8685 S. Riverton Rd.; PO Box 413
Patricia	Dahlke	1115 W. Wayland Drive
Nancy	Dudek	1414 W Daniel Lane
Robert	Dudek	1414 W Daniel Lane
Kenneth	Eggleston	2526 W. Lindenwood Ave.
Virginia	Ertman	9734 S. Shepard Hills Circle
Carol	Grundy	9160 S. Nicholson Rd.
Richard	Hahn	6875 S. Highfield Dr.
Eileen	Hamilton	340 E. Fitzsimmons Rd.
Neil	Hamilton	340 E. Fitzsimmons Rd.
Carrie	Haselow	456 W. Sunnyview Drive, #8
Frank	Haybeck	8141 S. White Oak Dr.
Connie	Hutto	6846 South Ash Street
Kate	Humphries	1001 W. Finch Lane
Mary	Hunt	2537 W. Hilltop Ln.
Constance	Janik	1825 W. Meyer Ln.
Maureen	Johannes	9015 South 20th Street
Mardell	Kaluzny	8850 S. Chesapeake Ct.
Pamela	Kawczynski	7261 S. Clement Ave
Elaine	Kelly	6441 S. Crabapple Court #4
Josephine	Knitter	233 Summerhill Pl.
Thomas	Knitter	233 Summerhill Pl.
Mary	Kramer	3451 E Bonnie Dr
Mary	Krey	429 E. Centennial Dr.
Carol A	LaBodda	1124 E. Marquette Ave
Suzon	Lemanski	9225 South Orchard Park Circle 1A
Judith	Levar	1321 E. Elm Rd.
Thomas	Lewison	455 E Oak Lane
Donna	Mattson	3364 Oak Creek Dr.
Patricia	McCleary Groth	2320 W. Rawson Ave.
Mary	McNulty	7544 Lynhaven Dr.
Betty	Nevels	9530 S. Wintergreen Ct.
Norma	Nonneman	8650 S. Stonefield Dr.
Dale	Olson	615 E Marshall Ave
Cherryl	Pergande	1750 W. Timber Ridge Ln. #8104
John	Peske	430 E. Robert Road

Suzanne	Peske	430 E. Robert Road
Keith	Placek	290 E. Oakview lane
Willa	Placek	305 E. Parkway Ests. Dr.
Lynn	Polinski	8280 S. Willow Ct.
George	Price	8865 S. Patricia Blvd.
Renee	Reckard	8030 S. Wayland Dr.
Peggy S	Renner-Howell	55 E. Fieldstone Circle #4
Ronald	Rickey	8506 S. Melrose Drive
Delores	Riemer	300 East Estates Place
Marilyn	Rome	545 E. Estates Pl.
Ellen	Rozdzialowski	555 E. Golden Lane
Patricia	Rudek	8815 S. Brook Circle
Jeta	Rudvowski	2120 E. Oak Ridge Lane
Colleen	Runge	8125 S. Wildwood Dr.
Constance	Runge	8125 S. Wildwood Dr.
Kermit	Schmeiser	505 E. Laverne
Molly	Schuerman	9025 S. Nicholson Rd
Susan	Schrank	8870 S. Chesapeake Court
Barb	Siegert	9755 S. Shepard Hills Dr.
Joy	Simpson	55 E. Fieldstone Circle #3
Ocelia	Simpson	55 E. Fieldstone Circle #3
Barb	Sommers	9200 S. Nicholson Road
Barb	Stanton	711 E Mackinac Ave
Gail	Stefanik	2225 E. Chestnut Dr.
Cornell	Stroik	2439 W. Sycamore Ave.
Mary	Tetzlaff	1002 E. Drexel Ave.
Mark	Timmers	331 E Wynbrook Drive
Jill	Unglaub	7576 S. Pine Ave.
Gregory	Urban	3420 E. Obrien Road
Janice	Walder	495 E. Parkway Estates Dr.
Janice	Wilinski	7240 S. Howell Ave.
Carol	Woda	9151 S. Aspen Dr., #5
Carol	Wojszko	8955 South 20th Street
Gregory	Wolf	497 W. Sunnyview Dr. #1

City of Oak Creek Common Council Report

Meeting Date: December 17, 2013

Item No.: 14

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

Background: Of note are the following payments:

1. \$181,431.08 to Advance Construction (pg #1) for drainage improvements contract payment.
2. \$136,228.19 to Bray Associates Architects Inc. (pg #2) for city hall/library and fire station architectural services.
3. \$24,072.50 to Buelow Vetter Buikema Olson (pgs #2-3) for November legal services regarding personnel issues.
4. \$12,062.28 to Davis & Kuelthau, S.C. (pg #4) for employee disability and construction litigation.
5. \$11,892.25 to Graef (pg #8) for grant services.
6. \$6,119.51 to Hein Electric Supply Company (pg #9) for building maintenance and replacement LED light fixtures for police department flagpole damaged by lightning strike.
7. \$34,850.00 to John's Disposal Service, Inc. (pg #10) for November garbage disposal.
8. \$74,682.30 to JPMorgan Chase Bank NA (pgs #11-16) for maintenance, travel/training, supplies, computer hardware/software, license fees, October Verizon charges, books, and equipment.
9. \$5,120.00 to Midwest Engineering Services (pg #17) for semi-annual groundwater monitoring.
10. \$5,883.56 to Minnesota Life Insurance Co. (pg #18) for group life insurance.
11. \$7,487.97 to National Business Furniture (pg #18) for training room tables and chairs.
12. \$201,325.59 to One West Drexel, LLC (pg #19) for grant expenses (**contingent upon receipt of grant revenue from the state**).
13. \$23,341.11 to SmithgroupJJR (pgs #22-23) for grant services.
14. \$8,565.15 to Truck Country of WISC (pg #24) for vehicle parts and repair labor.
15. \$5,000.00 to Willkomm Excavating & Grading (pg #25) for final contract payment.
16. \$33,312.68 to WE Energies (pg #26) for street lighting.
17. \$23,523.61 to World Fuel Services, Inc. (pg #26) for fuel inventory.

Fiscal Impact: Total claims paid of \$889,330.30

Prepared by/Fiscal Review by:

Respectfully submitted,



Bridget M. Souffrant, CMTW
Finance Director/Comptroller



Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: December 17, 2013

Item No.: 15

Recommendation: That The Common Council approve the necessary maintenance and repairs of the fire department's ladder truck.

Background: The aerial ladder will be turning fifteen years old next year. The aerial ladder device is in need of service that is needed to extend the life of the ladder. During our last inspection several defects were noted and some rebuilding is necessary to recertify the ladder. This work is planned for early January 2014.

Fiscal Impact: The money for this work would come from 2014 CIP project #14010. \$45,000 has been budgeted for this work.

Prepared and approved by:



Thomas A Rosandich
Fire Chief

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Respectfully submitted:



Gerald R. Peterson ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: December 17, 2013

Item No.: 16

Recommendation: That the Council adopt Resolution No. 11437-121713 which would approve the update of the City's Park and Open Space Plan.

Background: A plan update has been prepared by the staff of the Department of Community Development the Parks, Recreation, and Forestry Department. This plan follows a similar format to that which was used in the 2008 plan. It assessed the needs for parkland and parkland facilities that meets the demand of City residents; identified and defined the parkland system by park types; proposed acquisition of lands best suited for park and open space purposes; defined parkland facility standards and applied them towards neighborhood park development; updated demographic changes and analyzed how it relates to park and open space needs; and identified goals and objectives for the next five years as it pertains to the acquisition and development of parkland and park facilities. The plan also includes a proposed five year Capital Improvement Program to implement the plan's recommendations.

In addition to the above benefits, the City also benefits from adopting the Park and Open Space Plan by becoming eligible for grants such as the Stewardship Fund, funded by the Department of Natural Resources (DNR), which provides matching funds to municipalities for park and open space acquisition and development. However, for the City to remain eligible for these grants, the updated plan will need to be approved.

The updated plan has been reviewed and approved by the Parks, Recreation, and Forestry Commission and the Plan Commission. Both commissions have recommended to the Common Council that the plan be adopted by Resolution No. 11437-121713.

Copies of the Park & Open Space Plan have been distributed to the Council for their review. A copy is also available in the City Clerk's Office.

Fiscal Impact: The extent of the impact of this plan will be determined by the amount of funding provided by the Council toward the implementation of this plan

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11437-121713

BY: _____

RESOLUTION APPROVING AN UPDATED
PARK AND OPEN SPACE PLAN
FOR THE CITY OF OAK CREEK

WHEREAS, the Wisconsin Department of Natural Resources (DNR), through the Stewardship Fund, provides matching funding to municipalities for park and open space acquisition and/or development; and

WHEREAS, to receive this funding, a municipality must have an adopted park and open space plan on which to base their requested funding;

WHEREAS, these plans need to be updated every five (5) years to maintain eligibility; and

WHEREAS, the City's current plan was approved by the Plan Commission and Council in early 2008 and certified by the DNR in late 2008; and

WHEREAS, at their meeting of October 10, 2013, the City's Park, Recreation, and Forestry Commission approved this plan update; and

WHEREAS, at their meeting of November 26, 2013, the City's Plan Commission approved this plan update; and

WHEREAS, the Plan Commission has recommended that the updated Park and Open Space Plan be approved by the Common Council with the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the updated 2013 Park and Open Space Plan for the City of Oak Creek, Wisconsin dated December 17, 2013 is hereby approved.

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

Passed and adopted this 17th day of December 2013.

President, Common Council

Approved this ____ day of _____, 2013.

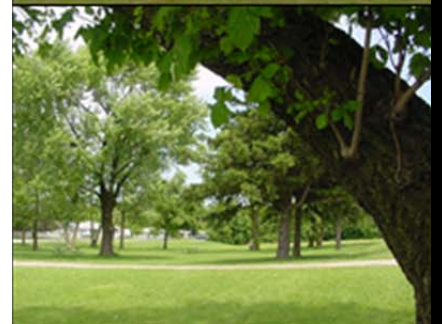
Mayor

ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

City of Oak Creek Park & Open Space Plan 2013



1 Introduction

Plan Background and Purpose

The primary purpose of the Park and Open Space Plan for the City of Oak Creek is to guide the preservation, acquisition, and development of land for park, outdoor recreation, and related open space purposes to serve the recreational needs of the population. The further purpose is to protect and enhance the underlying and sustaining natural resource base. The plan is also intended to make the City eligible to apply for and receive federal and state aids that support the acquisition and development of needed park and open space sites and facilities. Oak Creek last updated its Park and Open Space Plan in 2008.

The importance of this Park and Open Space Plan to the overall quality of life within the City of Oak Creek cannot be overemphasized. The recommendations presented in this plan will guide the acquisition, preservation, and development of land for parks, outdoor recreation activities close to home, and other open spaces in the City to meet the needs of a growing and changing population. However, this plan also recognizes that its implementation is dependent upon the availability of increasingly limited financial resources, and therefore, certain recommendations may not be able to be achieved within the time-frame of this plan.

The City of Oak Creek encompasses 28.4 square miles in the southeast part of Milwaukee County. In general, the City's boundaries are County Highway ZZ (College Avenue) to the north, Racine County to the south, 27th Street to the west, and Lake Michigan to the east, though the City of South Milwaukee is located north of Forest Hill Avenue and east of Pennsylvania Avenue. Oak Creek shares its borders with the communities of Franklin, Cudahy, South Milwaukee, Milwaukee, Greenfield, and the Town of Caledonia.



The City of Oak Creek is a rapidly growing, diverse suburban community. Just under one-half of the City's substantial land base is undeveloped or in permanent open space. Oak Creek's population has grown from 28,456 persons in 2000 (U.S. Census), to 34,451 in 2010 (U.S. Census)—a 21% increase. Population in 2030 is projected to be 40,596 persons¹.

Commercial development has been stagnating in recent years due to recent economic conditions. Since 2008, there has been a small amount of new commercial development in the City. Future commercial development is expected to occur mainly around S. Howell Avenue and Drexel Avenue due to the redevelopment of the old Delphi factory which is currently known as Drexel Town Square.

Light industrial and manufacturing development in Oak Creek mainly consists of two large industrial parks, Northbranch and Southbranch. As large areas of land have become scarce, newer industrial parks have been much smaller.

¹ State of Wisconsin Department of Administration Demographic Services Center – “Final Population Projections for Wisconsin Municipalities: 2000-2025”

Recent single-family residential development has been predominately in the southern area of the City, with some neighborhoods more than doubling their population between 2000 and 2010. With the majority of open land being located south of Puetz Road, it is anticipated that the southern portion of the City will see more single-family residential growth over the next 10 to 20 years. Recent multi-family development has occurred near the City center area as well as along major arterial streets such as S. Chicago Road, S. 13th Street, and S. 27th Street. It is anticipated that there will be increases in both multi-family and single family development along the S. 27th Street Corridor as the S. 27th Street Corridor Plan and Sub Area Plan have designated large areas of land for mixed-use residential development.



Park & Open Space Planning Process

There are numerous purposes for comprehensive Park and Open Space Planning including:

1. Assessing the need for parkland, facilities, and programs to meet the demand of City of Oak Creek residents.
2. Identifying a workable system of regional, community, neighborhood, and sub-neighborhood park facilities.
3. Propose acquisition of lands that are particularly suited for park and open space purposes.
4. Suggest standards for park facility development.
5. Identify changes in demographics, parks and recreational trends and plan accordingly.
6. Prioritize proposals for acquisition and development based on objective analyses of needs and resources.

Together these factors, if adopted and followed, will allow the City to have a park system that will satisfy most of the needs of current and future residents. Further incremental development and acquisition of parkland will assure that future residents will have convenient access to facilities of similar quality without an undue burden on the taxpayer. The intent of this plan is to inform and guide city leaders of the goals and objectives of park and open space acquisition and development in the City of Oak Creek over the next five years. Funding and implementation of this plan to any specific property will be determined by the Common Council.

The Need to Evaluate the Park & Open Space Plan

This plan is actually an update of previous park plans completed and adopted in 1975, 1980, 1986, 1991, 1998, and 2008. While those plans served well during their time, significant changes in the City's population growth, land use, changing standards, new development, trends in parks and recreation, and partial implementation of the past plans all cause the need for periodically rethinking the City's park acquisition and development program.

The adoption of this plan and subsequent acceptance by the Wisconsin Department of Natural Resources (DNR) will also enable the City of Oak Creek to participate in outdoor

recreation grant programs. The DNR has adopted requirements for local comprehensive outdoor recreation plans that must be met in order to qualify for participation in state and federal grant programs. One of the criteria is that any municipality requesting grant funding must have an adopted comprehensive outdoor recreation plan, updated every 5 years, and approved by the DNR.

Recommendations put forth in this plan should be examined annually and completely reviewed at the end of the planning period in order to determine how well the City has achieved its goals. Future planning efforts should build upon the recommendations made in this plan.

Park planning cannot be done in a vacuum. In the preparation of this plan the City looked at other local, county, regional, and State of Wisconsin plans that directly or indirectly impact park and open space planning. The City of Oak Creek has several adopted plans that address park, recreation, natural resource and open space planning, including:

1. **“2020 Vision – A Comprehensive Plan for the City of Oak Creek”**

The City’s adopted Comprehensive Plan has dedicated an entire section to agricultural, natural, and cultural resources to be in compliance with the State of Wisconsin’s Smart Growth legislation. Contained in that section are several recommendations regarding parks and recreation, many of which are taken directly from the 1998 Parks & Open Space Plan. The stated goal in that plan is:

“Oak Creek should preserve approximately 25 percent of the total City land area in permanent open space, not including private yards. Oak Creek should have well-designed and appropriately located park facilities, preserve areas of open space that are prominent features of the community’s landscape, and protect natural resources. Development of park facilities should serve recreational needs of local residents and enhance the appearance of the community. Preservation of open space can take the form of preventing development in critical environmental areas, preserving farmland, promoting strategies for conserving and enhancing streetscapes, and requiring adjacent development to respect and incorporate open space and natural features.”

2. **2008 Park and Open Space Plan for the City of Oak Creek**

This plan set forth the basic socioeconomic, land use, and natural resource base-related data pertinent to the park and open space planning; established standards for the provision of park and open space facilities; identified land and facility needs based on those standards; established goals and objectives and defined policies to best meet those goals and objectives. In addition, this plan addressed implementation strategies through a five-year capital improvements program to address facility needs.

3. **Abendschein Community Park Master Plan**
This plan for Oak Creek’s first and only community park was adopted by the City in 2000. This plan provides a blueprint for the phased development of Abendschein Park. In 2008, the City updated the master plan and has partially implemented some components of the plan.
4. **Bender Park Master Plan**
This plan is for the development of Milwaukee County’s Bender Park, which is located in the southeastern area of Oak Creek.
5. **“A Regional Bicycle & Pedestrian Facilities System Plan for Southeastern Wisconsin: 2010” (SEWRPC)**
This plan is the first regional bicycle & pedestrian facilities system plan prepared for Southeastern Wisconsin. The plan has a proposed regional bikeway system designed to provide connections between the Racine, Kenosha, and Milwaukee urbanized areas. The City and County have used this document to guide the development of a City-wide system of bicycle and recreational trails.
6. **“A Park & Open Space Plan for Milwaukee County” (DRAFT – 2007)**
Milwaukee County is currently updating their park and open space plan. While the plan has not been adopted to date, it does provide goals for County-owned parkland in Oak Creek.
7. **Lakefront Redevelopment Plan**
The plan establishes a framework and roadmap for redevelopment of the lakefront area into a mixed use neighborhood with the focus on a lakefront park and public open spaces. It also allows for private development in appropriate areas.



Importance and Benefits of Parkland and Open Space Sites

Park and open space sites provide the opportunity for participation in and enjoyment of a wide range of outdoor recreational experiences. Park and open space sites afford the opportunity for participation in resource-oriented activities such as golfing and picnicking, and non-resource-oriented activities such as baseball, basketball, softball, soccer, and tennis. Such sites also afford the opportunity for more passive pursuits, such as nature study or walking. In addition, park and open space sites have a number of important social, environmental, and economic benefits. Among these benefits are the following:



- Social Benefits – Individuals personally benefit from outdoor recreational experiences through:
 - The improvement of physical health
 - Learning and teaching
 - Rest, relaxation, and revitalization which contribute to mental well-being
 - The opportunity to interact with other individuals in the community
 - An increase in the awareness of the natural environment
- Environmental Benefits – Acquiring land for parks and open space helps assure the long-term preservation of environmentally significant land which in turn:
 - Protects wildlife and plant communities
 - Reduces congestion
 - Enhances air quality
 - Reduces the sediment load, toxins, and excess nutrients that enters the waterway
 - Reduces the rate and amount of stormwater runoff that causes flooding and erosion
- Economic Benefits – The development of park and open space sites benefit the economy by:
 - Contributing to a healthy and productive working environment
 - Making a community more desirable for businesses and residential development
 - Increasing values of nearby properties



2 Inventory of Planning Area

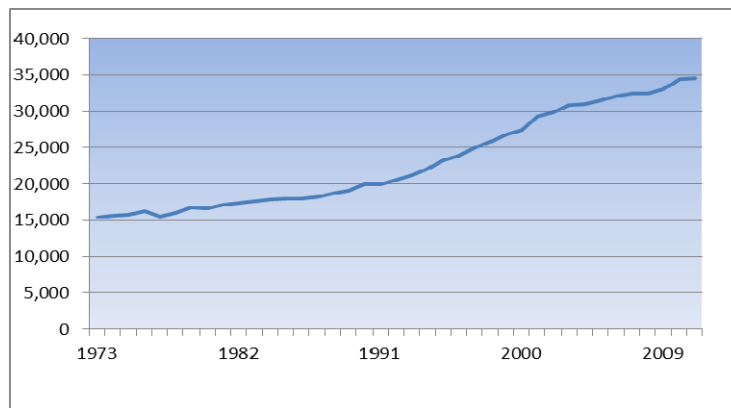
The proper formulation of a park and open space plan necessitates the collection and collation of data related to existing demographic characteristics, existing land uses, and natural resources. Such data provide an important basis for determining the need for additional park and open space sites and facilities and for designing a plan to meet those needs. The inventory findings are presented in this chapter.

Demographic Characteristics

Population

Historic population levels in the City of Oak Creek have risen steadily since 1980, as can be seen in Figure 1. The population trend for the City of Oak Creek has steadily increased as shown in Table 1. The 2013 population estimate for the City of Oak Creek is 34,695.

Figure 1: Historic Population Levels in Oak Creek: 1973-2013



Source: Wisconsin Department of Administration

Households

In addition to total population, the number of households, or occupied housing units, is of importance in land use and public facility planning because it greatly influences the demand for transportation and other facilities and services, including parks and recreational facilities.

As can be seen in Table 1, the number of households increased over the past twenty-five years for both the City and County. Between 2000 and 2010, the number of households increased by 25.1 percent. Over the same time period, Milwaukee County only increased by 1.6 percent. With the number of households increasing at a faster rate than the population, the number of persons per household has decreased. The average sized household in the City of Oak Creek is 2.45 people.



Table 1: Households for City of Oak Creek and Milwaukee County: 1980 and 2010

Year	City of Oak Creek			Milwaukee County		
	No. of Households	Change from Previous Census		No. of Households	Change from Previous Census	
		Number	Percent		Number	Percent
1980	5,565	--	--	363,653	--	--
1990	7,007	1,442	25.9	373,048	9,395	2.6
2000	11,239	4,232	60.4	377,729	4,681	1.3
2010	14,064	2,825	25.1	383,591	5,862	1.6

^a Estimated number of households
Source: US Census 2010

Age Distribution

The age distribution of the population may be expected to influence the location and type of recreational areas and facilities provided within the City. The age distribution of the population of the City and County between 1990 and 2000 is set forth in Table 2. The total population of the City increased significantly between 1990 and 2000, with increases in all age groups. The age groups 5-17, 25-44 and 45-64 show the greatest increase in the number of people over the ten year period.

Table 2: Age Distribution of the Population of the City of Oak Creek:
Census Years 2000 & 2010

Age Group	2000		2010		Change 2000-2010	
	Number	Percent of Total	Number	Percent of Total	Number	Percent
Under 5	1,912	6.7	2,249	6.5	337	41.2
5-17	5,195	18.3	5,883	17.1	688	35.5
18-24	2,651	9.3	2,817	8.2	166	40.6
25-44	10,072	35.4	10,293	29.9	221	44.3
45-64	6,107	21.5	9,415	27.3	3308	57.9
65 and older	2,519	8.9	3,794	11.0	1275	58.2
All ages	28,456	100.0	34,451	100.0	8,943	45.8

Source: US Census 2010

Natural Resource Inventory

Within its nearly 2,200 acres of parks, parkways, and trails, the City of Oak Creek and Milwaukee County maintain a large amount of the significant natural resource base in the city. This section presents such information as it relates to the City of Oak Creek.

Surface Water Resources

Surface water resources, consisting of streams and lakes, form a particularly important element of the natural resource base. Surface water resources provide recreational opportunities, influence the physical development of the City, and enhance its aesthetic quality. Major surface water features within the City are shown on Map 1.



The City includes two watersheds: the Oak Creek Watershed and the Root River Watershed. The main streams include the Oak Creek and the Root River consisting of 28.9 miles. There are no major lakes 50 acres or more. However, the major portion of the eastern boundary of the City consists of the Lake Michigan shoreline. In addition, there are a number of “minor” ponds such as Henry Miller Pond and other man-made water bodies in subdivisions located throughout the city.

Floodlands

Floodlands are the wide, gently sloping areas contiguous to, and usually lying on both sides of, a stream channel. For planning and regulatory purposes, floodlands are normally defined as the areas, excluding the stream channel, subject to inundation by the 100-year recurrence interval flood event. This is the flood that may be expected to be reached or exceeded in severity once in every 100 years, or stated another way, there is a 1 percent chance of this event being reached or exceeded in any given year. Floodland areas are generally not well suited to urban development, not only because of the flood hazard, but also because of the presence of high water tables and, generally, of soils poorly suited to urban uses. Floodland areas often contain important natural resources, such as high-value woodlands, wetlands, and wildlife habitat, which can be prime locations for parks and open space areas.

Floodlands, identified by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and the Federal Emergency Management Agency (FEMA), are shown on Map 1. Approximately, 1,292 acres or about 7.0 percent of the total area of the City are located in the 100-year recurrence interval flood hazard area. Approximately 82 acres, or 6.3 percent of the floodlands, are located within the parkland within the City².

Wetlands

Wetlands provide essential breeding, nesting, resting, and feeding grounds and provide escape cover for many forms of fish and wildlife. Wetlands also contribute to flood control, because such areas naturally serve to store excess water runoff temporarily which tends to reduce peak water flows. Wetlands also serve as groundwater recharge and discharge areas. In addition,



² City of Oak Creek GIS Department and SEWRPC

wetlands help protect downstream water resources from siltation and pollution by trapping sediments, nutrients, and other water pollutants.

The location and extent of wetlands in the City as delineated by SEWRPC are shown on Map 2. Wetlands covered about 2,207 acres, or about 12.1 percent of the City. About 663 acres, or 30 percent of the wetlands, are located in parklands within the City³.

Woodlands

Woodlands, as defined by SEWRPC, are those upland areas one acre or more in size having 17 or more deciduous trees per acre, each measuring at least four inches in diameter at breast height, and having 50 percent or more tree canopy coverage. Woodlands provide an attractive natural resource with a variety of beneficial functions, such as contributing to clean air and water, regulating surface water runoff, and providing a safe habitat for wildlife.

Woodlands occur in scattered locations throughout the City. Woodland areas cover about 823 acres, or about 4.5 percent of the City. Approximately 279 acres, or 34 percent, of the woodlands are located in parklands within the City⁴. Map 3 shows the major woodlands found in the City of Oak Creek, and Tables 3 & 4 describe these woodlands.

Natural Areas and Critical Species Habitat

A comprehensive inventory of natural and geological resources in the County was conducted by the Southeast Regional Planning Commission in 1994 as part of the natural areas and critical species habitat protection and management plan⁵. The inventory systematically identified all remaining high-quality natural areas, critical species habitat, and sites having geological significance within the Region. Recommendations developed through that program for the protection and management of identified natural areas, critical species habitat, and geological sites have been incorporated into this park and open space plan.

Natural Areas

Natural areas are tracts of land or water so little modified by human activity, or sufficiently recovered from the effects of such activity, that they contain intact native plant and animal communities believed to be representative of the landscape before European settlement. Natural area sites are classified into one of three categories: natural areas of statewide or greater significance (NA-1), natural areas of countywide or regional significance (NA-2), and natural areas of local significance (NA-3). Classification of an area into one of these three categories is based upon consideration of the diversity of plant and animal species and community types present; the structure and integrity of the native plant or animal community; the extent of disturbance from human activity, such as logging, agricultural use, and pollution; the commonness of the plant and animal community; unique natural features; the size of the site; and the educational value.

A total of 7 natural areas, encompassing about 523 acres, or about 2.9 percent of the City, were identified in the City of Oak Creek in 2000 and described in Table 3. Of the

³ City of Oak Creek GIS Department and SEWRPC

⁴ City of Oak Creek GIS Department and SEWRPC

⁵ SEWRPC Planning Report No. 42, A Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeastern Wisconsin, September 1997.

523 acres, about 340 acres, or 65 percent were within City or County parklands. Of the 7 natural areas, there are no classified NA-1 sites, two are classified as NA-2 sites, and five are classified as NA-3 sites. Map 3 depicts the locations of natural areas⁶.

Table 3: Natural Areas in the City of Oak Creek

Number on Map 3	Area Name	Classification ^a	Location	Ownership	Size (acres)	Description and Comments
1	Cudahy Woods	NA-2 (RSH)	T5N, R22E Section 4	Milwaukee County	47	An upland hardwood forest containing two major forest types separated by a small stream. To the north is a dry-mesic forest of oak, cherry, and hickory; southward is an old-growth mesic forest of sugar maple, beech, and red oak. One of the best forests of its kind in the vicinity.
2	Falk Park Woods	NA-2 (RSH)	T5N, R22E Section 7	Milwaukee County	77	This is a diverse, relatively large north-south stand of woods. Consists mostly of good-quality dry-mesic uplands, with mesic stands of beech and sugar maple at the north end, and low areas of ephemeral ponds, wet-mesic hardwoods, and stream interspersed throughout.
3	Root River Wet-Mesic Woods – East	NA-2 (RSH)	T5N, R22E Section 32	Milwaukee County	50	Wet-mesic and mesic woods bordering a gravel-bottom stream that is a tributary of the Root River. Contains a rich, diverse flora, including several rare species.
4	Esch-Honadl Woods	NA-3 (RSH)	T5N, R2E Section 18	Milwaukee County	72	A mix of low woods, second-growth upland forest, and relatively undisturbed beech woods. Integrity of the woods is threatened by encroaching residential development.
5	Wood Creek Woods	NA-3 (RSH)	T5N, R22E Section 20	Private	35	This is a patchy mixture of mature mesic and dry-mesic upland woods, regenerating forest, wet-mesic forest, stream, and ephemeral ponds. Quality varies throughout. The site is threatened by future residential development.
6	Wedge Woods	NA-3 (RSH)	T5N, R22E Section 23	Private	19	A small, disturbed woods consisting of lowland hardwoods at the low, wet west end, and dry-mesic woods at the drier east end. Contains one of the largest populations of the State-designated endangered blue-stemmed goldenrod in the State. Threatened by residential development.
7	Oak Creek Low Woods	NA-3 (RSH)	T5N, R22E Section 26, 27	Milwaukee County & Private	68	Moderate-quality wet-mesic woods, with small areas of mesic woods.
8	Root River Riverine Forest	NA-3 (RSH)	T5N, R22E Sections 31, 32, 33, 34	Milwaukee County, Wisconsin Dept. of Transportation	140	A significant portion of the Root River corridor. Extends south into Racine County.

^a RSH identifies a rare species habitat site.

Source: SEWRPC

Critical Species Habitat

Critical species habitat sites are those areas, outside of natural areas, where the chief value lies in their ability to support rare, threatened, or endangered species. Such areas

⁶ City of Oak Creek GIS Department and SEWRPC

constitute “critical” habitat that is important to ensure survival of a particular species or group of species of special concern.

A total of 6 sites supporting endangered, threatened or rare plant species have been identified in the City of Oak Creek. These sites together encompass an area of about 75.7 acres – of which approximately 10.6 acres or 14 percent, are located within City or County parklands – and shown on Map 3 and described in Table 4. A total of 3 aquatic sites supporting threatened or rare fish, herptile, or mussel species have also been identified in the City (see Map 3 and Table 4). There are 7.1 stream miles of critical aquatic habitat in the City of Oak Creek.

Table 4: Critical Species Habitat Sites Located in the City of Oak Creek

Number on Map 3	Site Name	Location	Ownership	Size (acres)	Species of Concern
9	Meyers Woods	T5N, R22E, Section 19	Private	18	Black Haw
10	PPG Woods	T5N, R22E, Section 32	Private	19	Red trillium
11	Fittshur Wetland	T5N, R22E, Section 23	Private	6	Blue-stemmed goldenrod
12	Bender Park Woods and Clay Banks	T5N, R22E, Section 25	Milwaukee County	13	Blue-stemmed goldenrod, Variegated scouring-rush
13	Bender Park Woods – South	T5N, R22E, Section 25	Milwaukee County	4	Blue-stemmed goldenrod
14	Oak Creek Power Plant Woods	T5N, R22E, Section 36	WE Energies	16	Blue-stemmed goldenrod

Source: SEWPRC

State Designated Natural Area

Certain natural areas in the City of Oak Creek, identified earlier in this chapter, have been designated by the Wisconsin Department of Natural Resources Bureau of Endangered Resources as state natural areas under the State Natural Areas Program. The program is an effort to protect outstanding examples of native natural communities in the state. Milwaukee County contains four state natural areas. Of these four, the City of Oak Creek contains one, Cudahy Woods.

Geological Sites

No geological sites of importance have been identified in the City of Oak Creek.

Environmental Corridors and Isolated Natural Resource Areas



One of the most important tasks completed under the regional planning program for southeastern Wisconsin has been the identification and delineation of those areas in the region in which concentrations of the best remaining elements of the natural resource base occur. The preservation of such areas in essentially natural, open uses is vital to maintaining a high level of environmental quality in the region, protecting its natural heritage and beauty, and providing recreational opportunities in scenic outdoor settings.

Identification of environmental corridors is based upon the presence of one or more of the following important elements of the natural resource base:

- rivers, streams, lakes, and associated shorelands and floodlands
- wetlands
- woodlands
- prairies
- wildlife habitat areas
- wet, poorly drained, and organic soils
- rugged terrain and high relief topography

The presence of elements that are closely related to the natural resource base, including park and open space sites, natural areas, historic sites, and scenic viewpoints, are also considered in the delineation of environmental corridors. Many of the natural resource elements which form the basis for corridor delineation have been described in the preceding sections of this chapter.

The delineation on a map of the natural resource and resource-related elements specified above results in an essentially linear pattern of relatively narrow elongated areas which have been termed “environmental corridors” by the Southeast Regional Planning Commission⁷. Primary environmental corridors are a minimum of 400 acres in size, two miles in length, and 200 feet in width. Secondary environmental corridors connect with the primary environmental corridors and are at least 100 acres in size and one mile in length. Areas at least five acres in size which contain important natural resource base elements but are separated physically from primary and secondary environmental corridors by intensive urban or agricultural land uses have also been identified and have been termed “isolated natural resource areas.” Environmental corridors and isolated natural areas within the City of Oak Creek are shown on Map 4. Such areas encompassed about 3,472 acres or about 19.1 percent of the City. Approximately 1,103 acres, or 40.7 percent, of environmental corridors and isolated natural resource areas are located within parklands in the City⁸.



⁷ A detailed description of the process of refining the delineation of environmental corridors in Southeastern Wisconsin is presented in SEWRPC Technical Report, Vol. 4, No. 2 (March 1981, pp. 1-21.)

⁸ City of Oak Creek GIS Department and SEWRPC

Primary Environmental Corridors

The primary environmental corridors contain almost all of the best remaining woodlands, wetlands, and wildlife habitat areas in the City and are, in effect, a composite of the best



remaining elements of the natural resource base. As shown on Map 4, the primary environmental corridors in the City of Oak Creek are located along the Root River, the Oak Creek, Lake Michigan, and in large wetland areas. About 2,429 acres, comprising about 13.4 percent of the total area in the City, are encompassed with the primary environmental corridors. Approximately 1,066 acres, or 43.9 percent, are located within parklands

in the City⁹.

Secondary Environmental Corridors and Isolated Natural Areas

Secondary environmental corridors contain a variety of resource elements and are often remnant resources from primary environmental corridors that have been developed with intensive agricultural or urban uses. Secondary environmental corridors facilitate surface water drainage and provide corridors for the movement of wildlife and for the dispersal of seeds for a variety of plant species.

Secondary environmental corridors in the City of Oak Creek, as shown on Map 4, are located chiefly along the small perennial and intermittent streams within the City. About 762 acres, comprising about 4.2 percent of the City, are encompassed within secondary environmental corridors. Approximately 134.7 acres, or 17.4 percent, are located within parklands in the City¹⁰.

As also shown on Map 4, isolated natural resource areas within the City of Oak Creek include a geographically well distributed variety of isolated wetlands, woodlands, and wildlife habitat. These areas encompass about 280.9 acres, or about 1.5 percent of the City. Approximately 37.5 acres, or 13.3 percent, located within the City and County parklands¹¹. Isolated natural resource areas may provide the only available wildlife habitat in an area, provide good locations for local parks and nature areas, and lend aesthetic character and natural diversity to an area.

Existing Parklands

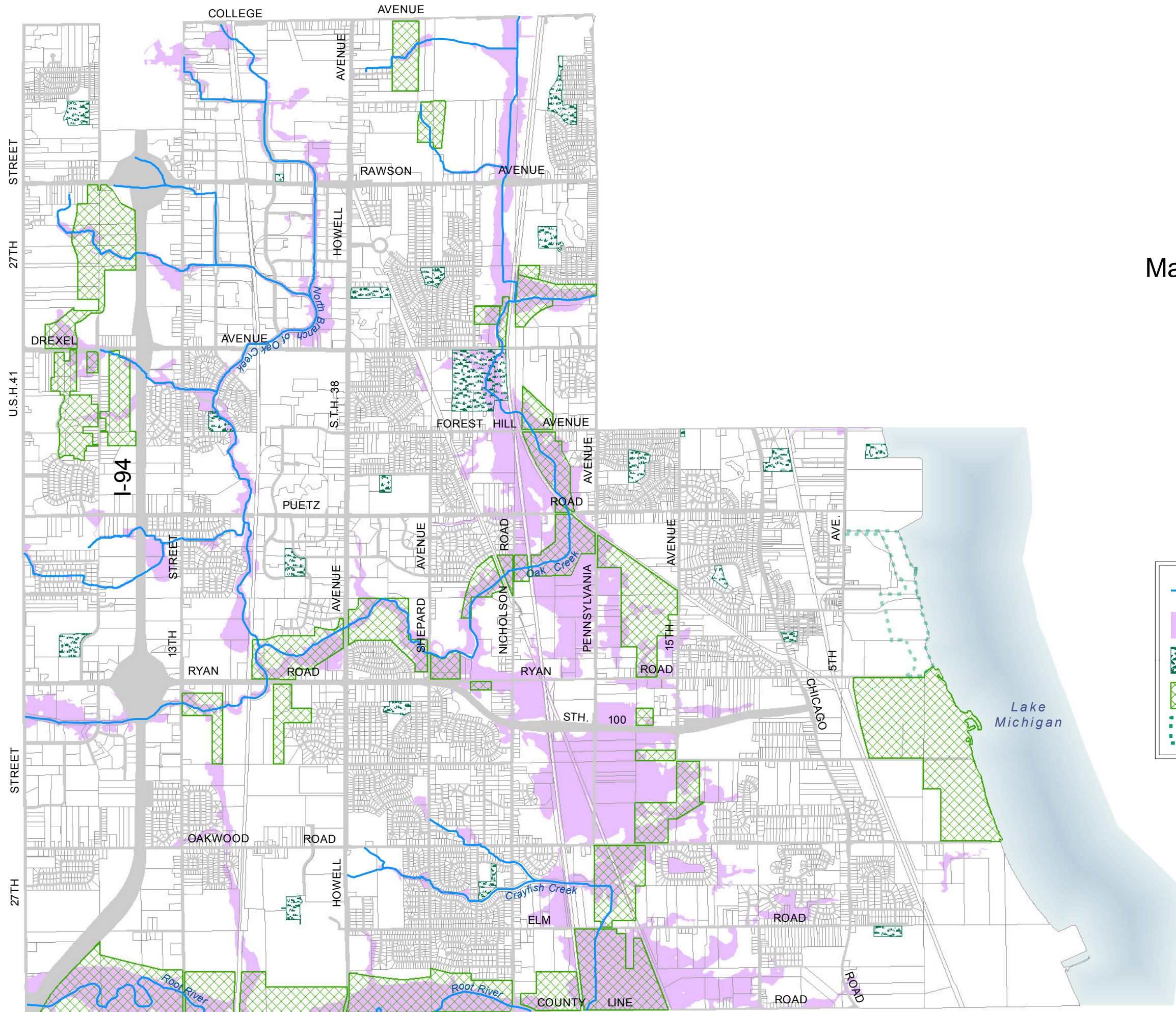
To plan efficiently and effectively for the park system of the future, the City of Oak Creek must consider all existing park and open space sites within the planning area. The following section describes park types and their function in the park system. Map 5 illustrates existing parkland types throughout the City of Oak Creek. While this plan attempts to properly categorize the various types of parks according to their role and function within the system, it should be noted that larger facilities (such as regional and metropolitan parks) can satisfy neighborhood park needs for nearby residents so long as they are placed in an appropriate area of the City. Table 5 details the type of facilities that exist in each park type.

⁹ City of Oak Creek GIS Department and SEWRPC

¹⁰ City of Oak Creek GIS Department and SEWRPC

¹¹ City of Oak Creek GIS Department and SEWRPC

Map 1
City of Oak Creek
Major Surface Water Features
and Floodland Areas



Source: (1) SEWRPC
(2) City of Oak Creek Department
of Community Development



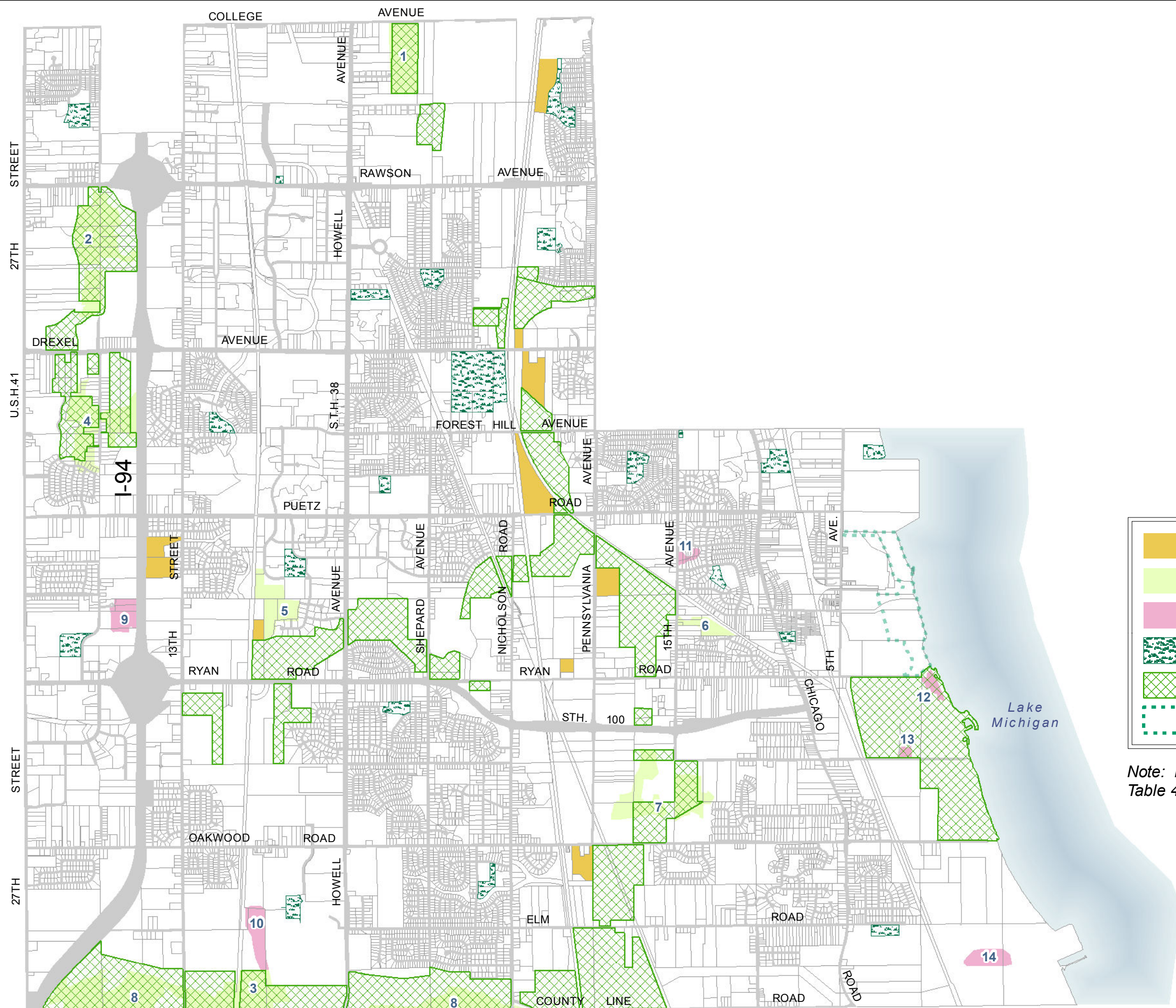
Map 2 City of Oak Creek Wetland Areas



	Future City Park
	City Parks (2)
	County Parks & Parkways (2)
	Wetland Areas (1)

Source: (1) SEWRPC
(2) City of Oak Creek Department of
Community Development

Map 3 City of Oak Creek Natural Areas & Critical Species Habitat



	Publicly Owned Open Space Areas (1)
	Natural Areas (2)
	Critical Species Habitat (2)
	City Parks (1)
	County Parks & Parkways (1)
	Future City Park

Note: Please refer to Table 3 on page 9 and Table 4 on page 10 for area names and descriptions.

Source: (1) City of Oak Creek Community Development Department
(2) SEWRPC

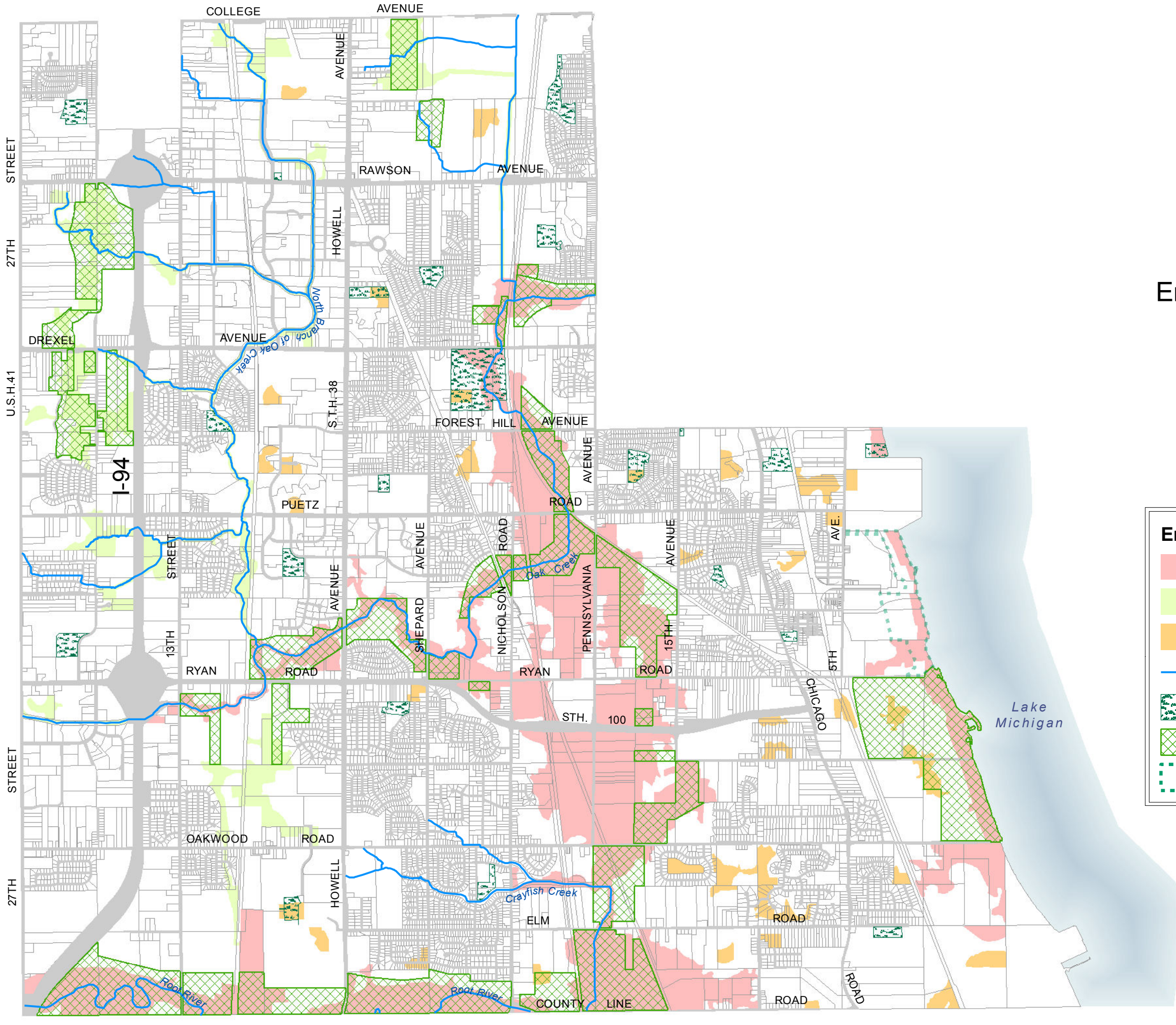


Map 4
 City of Oak Creek
 Environmentally Sensitive Lands
 (Primary & Secondary Environmental Corridors
 & Isolated Natural Areas)



Environmentally Sensitive Lands

- Primary Environmental Corridor (1)
- Secondary Environmental Corridor (1)
- Isolated Natural Areas (1)
- Surface Water Features (1)
- City Parks (2)
- County Parks & Parkways (2)
- Future City Park



Source: (1) SEWRPC
 (2) City of Oak Creek Department of
 Community Development

Park Types and Function

When planning a system of parks and open spaces it is essential to have an assortment of park types. Each park has a certain function within the park system. Different entities may also be responsible for different parks. The following sections describe each park type.

Regional or Metropolitan Parks

These parks typically have special natural resource features, unique landscapes and open spaces that make them a regional draw which are not typically provided by neighborhood or community parks. These types of parks are between 100 acres and 250 acres in size and serve a 3-10 mile radius. Regional parks in the City of Oak Creek include Bender Park and Falk Park, which are owned and maintained by Milwaukee County.

Regional Parks typically contain special natural features and contain recreational facilities that attract residents from a metropolitan area.

- Bender Park is a 286.3-acre site featuring a boat launch and scenic vistas overlooking Lake Michigan.
- Falk Park is a 259.0-acre site that features a significant woodland area.
- Lake Vista Park will be approximately 100 acres. At this time, amenities are undefined, but will include access to and scenic vistas of Lake Michigan.

Greenways

This type of parkland consists of corridors of land that serve as linkages among high priority natural resources or manmade features. They can be either land-or-water based and serve a variety of functions and benefits, including community revitalization and economic development, natural resource conservation, environmental protection, wildlife habitat, and migration¹². The City has two greenways:

Greenways preserve high priority natural resources and connect park system components to form a cohesive park system.

- Root River Parkway encompassing 620 acres.
- Oak Creek Parkway encompassing 705 acres.

Community Parks

The intent of these types of parks is to serve the overall needs of Oak Creek residents by providing recreation opportunities beyond those supplied by neighborhood parks and accommodate large group activities and organized sports play. These types of parks are between 30 and 100 acres in size and serve an area in a 2 mile radius. Oak Creek has one community park:

Community Parks focus on meeting the recreational needs of a community as well as preserving unique landscapes and open spaces.

- Abendschein Park encompasses approximately 74.5 acres and is located at 1321 East Drexel Avenue. The City acquired 40 acres for this site in 1956 from Arthur and Meta Ebert, 14.5 acres from Antonia Gaida in 1958, 10 acres from Milwaukee County in 1985, and 10 acres from Gerald Stahl in 2010. The park was named after Arthur Abendschein, the first Mayor of Oak Creek.

¹² Chaddsford Township, www.chaddsfordpa.net

Neighborhood Parks and School-Park Sites

Neighborhood parks are the basic unit of the park system. This park type includes smaller parks that are designed to be 10-15 acres in size and intended to serve the day-to-day recreational needs of families within a neighborhood area, which typically includes anywhere from 2,000 to 6,000 persons. These parks are developed for active and passive recreation activities and accommodate a wide variety of ages and user groups, such as children, adults, and the elderly.

Neighborhood Parks are the basic unit of the park system and serve as the recreational and social focus of a neighborhood.

School-Park Sites allow for the expansion of recreational opportunities for the community in an efficient and cost effective manner.

School-Park sites combine the resources of the School District and the City to expand the recreational, social, and educational opportunities to the community. A school-park site is typically adjacent city parkland to school district land or a site that has city park facilities located on school district land. Depending on the size and facilities of a school-park site, this type of park may serve in a number of capacities, such as a neighborhood park, athletic fields, or a community park. The important

outcome of this type of park is the cooperative relationship between the school district and the City to provide recreational and educational opportunities without duplication of services.

Overall, the City of Oak Creek has 19 neighborhood parks and school-parks encompassing approximately 278 acres.

- **Camelot Park** is a 10.43-acre site located at 7385 S Chapel Drive. The City has been leasing the site from Milwaukee County since 2002 and developed the park in 2005.
- **Carollton School-Park** is a 12.267-acre site located at 8965 S. Carollton Drive. The site is comprised of 4.4 acres of City park area adjacent to a 7.86-acre elementary school site.
- **Chapel Hills Park** is a 17.1 acre site located at 6735 S. Highfield Drive. The park site was developed between 1981-82 and renovated in 2006.
- **Cedar Hills School/Johnstone Park** is a 17.67-acre site located at 2225 W. Sycamore Avenue. The neighborhood site is comprised of 12.67 acres of Milwaukee County land, which the City has been leasing since 1983, and an adjacent 5-acre elementary school site. The park site was developed in 1996.
- **Deerfield Elementary School** is a 9.2-acre site located at 3871 Bluestem Drive.
- **Edgewood Elementary School** is 5.6-acre site located at 8545 S. Shepard Avenue.
- **Greenlawn Park** is a 9.8-acre site located at 7628 S. Howell Avenue and was originally the site of the Greenlawn School. The site was donated to the predecessor school district of our current school in 1927 by the Greenlawn Social Center, Inc. and then deeded to the City in 1994.
- **Haas Park** is a 7.5-acre site located at 4215 E.t Elm Road and donated to the City by the Wisconsin Electric Power Company (WEPCO) in 1975. It is named after the Haas family who owned and homesteaded this land prior to WEPCO's purchase.

- **Manor Marquette Park** is a 9.2-acre site located at 801 E. Marquette Avenue. The park site was developed in 1983.
- **Meadowview School-Park** is a 16.8-acre site located at 10420 S. McGraw Drive. The neighborhood site is comprised of 6.8 acres of City-owned land adjacent to a 10-acre elementary school site. Development of the park site was completed in 1994.
- **Oak Leaf Park** is a 10.8-acre site located at 401 W. Centennial Drive. The neighborhood park was acquired between 1994/1995 and developed in 1999.
- **East Middle School** is a 50-acre site located at 9330 S. Shepard Avenue.
- **Otjen Park** is a 3.3-acre site located at 9300 S. Chicago Road. The park site was developed in the mid 1970s and renovated in 2002.
- **Riverton Meadows Park** is a 12-acre site located at 2801 E. Honeysuckle Drive. The 7.7 acre park site were purchased by Milwaukee County in 1980 from the Riverton Meadows subdivision development. Another 4.3 acres of the site was purchased by the City and traded to Milwaukee County in 1985. The City leases the park site, developed in 1995, from Milwaukee County.
- **Senior High School** is a 28.2-acre school site located at 340 E. Puetz Road.
- **South Hills Park** is an 11.9-acre site located at 9299 S. 22nd Street. The park site was developed in 2005.
- **Shepard Hills School-Park** is an 11.6-acre site located at 530 E. Shepard Hills Drive. The neighborhood site is comprised of 6.8 acres of City park area adjacent to a 4.8 acre elementary school site.
- **West Middle School** is a 21.4-acre school site located at 8401 S. 13th Street.
- **Willow Heights Park** is a 7.62-acre site located at 1111 W. Weatherly Drive. The park site was acquired in 1982 and developed in 1985.

Special Use Parks

A special use park covers a broad range of parks and recreation facilities oriented toward a single-purpose use. Special uses typically fall into three categories:

Special Use Parks provide a single-purpose use such as soccer fields, historic society, or community center.

1. Historic/Cultural/Social Sites include unique local resources offering historical, educational, and cultural opportunities.
2. Recreational Facilities include specialized facilities such as community centers, arenas, golf courses, and senior centers.
3. Outdoor Recreational Facilities include specialized outdoor facilities such as tennis centers, softball complexes, and athletic fields.

The City of Oak Creek has five special use parks consisting of approximately 46 acres; Runway Dog Park, South Metro Pier, Veterans Memorial Park, Kickers Creek Park, Historical Society, and Henry Miller Park.

Natural Resource Parks

Natural resource areas are lands set aside for preservation of significant natural resources, landscapes, and open spaces. In addition, these areas may consist of unsuitable lands for development. Examples include steep slopes, natural vegetation, drainage-ways and ravines. This type of park provides a natural environment without any active recreation and little to no passive recreation.

The City of Oak Creek has two Natural Resource Parks:

- Cudahy Nature Preserve is approximately 42 acres.
- Mardeand Park, encompassing approximately 8 acres, is an undeveloped site located at 403R W. Oakwood Road, donated to the City in 1982 by Dr. Frederick J. Hofmeister.

Natural Resource Parks set aside lands for preservation of significant natural resources and open spaces.

Existing Bikeways

As part of the 1998 Park and Open Space Plan for the City of Oak Creek, an Ad Hoc Committee was formed to create a bikeway map to guide future development of bikeways throughout the City. Three classifications of bikeways were utilized in the development of the map and are illustrated in Appendix A. They are:

- Class I: This type is a separate 8-10-foot-wide paved areas away from an existing street where there is minimal contact among pedestrians bikers, and motor vehicles., for example, the path along South Shepard Avenue or East Drexel Avenue. There exists 13.95 miles of Class I bikeways.
- Class II: This type is a delineated 4-6-foot-wide bikeway lane along and next to the travel lane of an existing street, such as along East Puetz Road. There exists 3.54 miles of Class II bikeways.
- Class III: This type is a non-delineated bikeway on an existing street that is merely identified with a sign, such as West Drexel Avenue and South Pennsylvania Avenue, which are currently part of the County's Oak Leaf Bike Trail. There exists 35.71 miles of Class III bikeways.

Map 6 illustrates the existing bikeways throughout the City. The main goals in the development of this map are:

1. Designate bikeways along the less-traveled streets of the City.
2. Connect all the City and County Park sites to the bikeway system.
3. Connect the City's industrial parks to the bikeway system.
4. Connect all the City's schools to the bikeway system.
5. Connect the central business district/civic center area to the bikeway system.



Map 5 Existing Park Types in the City of Oak Creek



Note: Please refer to Table 5 on page 21 for park names and provided facilities.

Source: (1) City of Oak Creek Department of Community Development
(2) SEWRPC

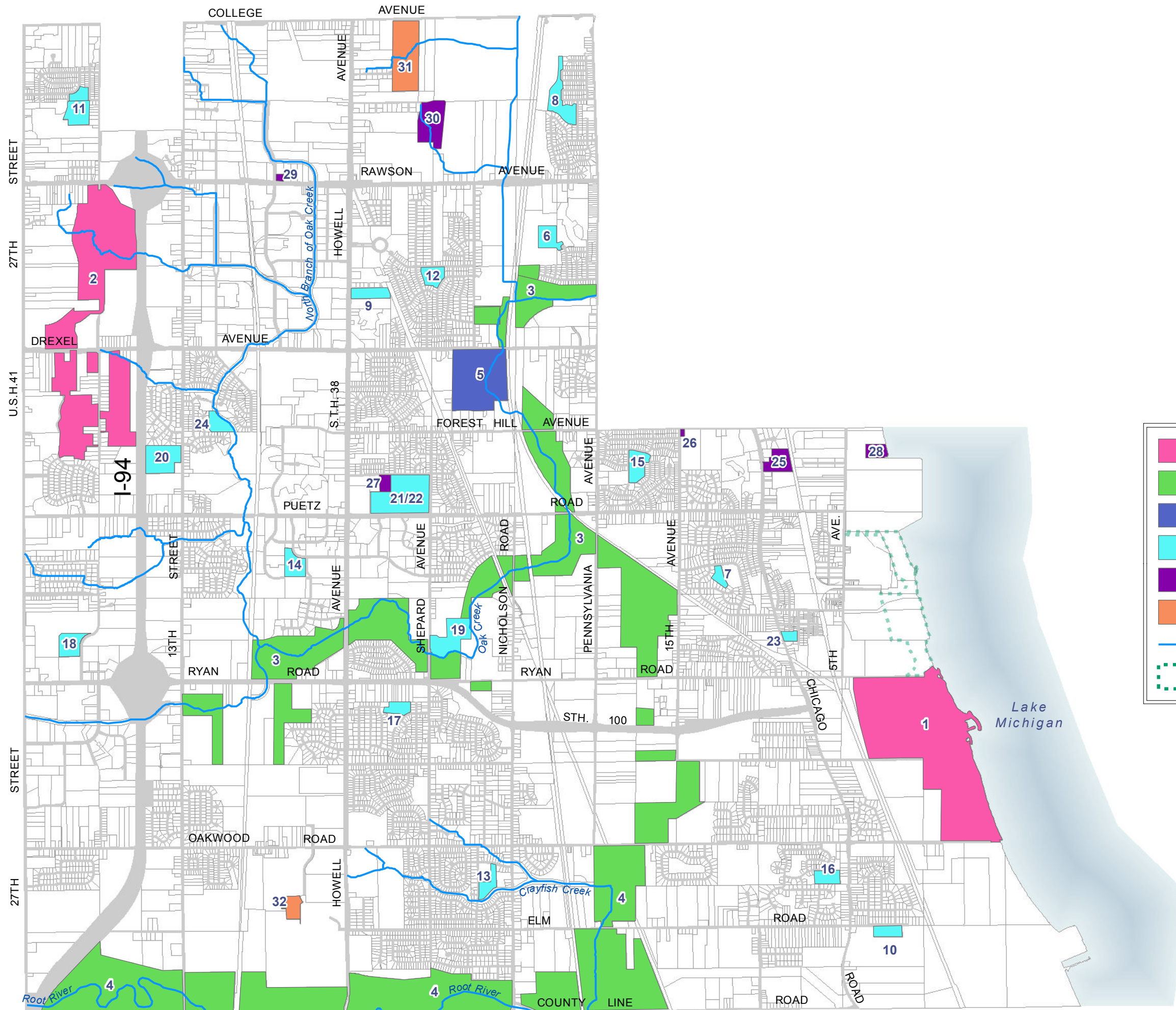


Table 5: City of Oak Creek Existing Inventory of Public Recreational Facilities: 2007

Map 5 Reference No.	Recreational Facility	Acreage				Outdoor Facilities																	Indoor										
		City	School Dist.	Milw. Co.	M/MSD	Tennis Courts	Basketball Courts	Basketball Standards	Volleyball Courts (hard)	Volleyball Ct (Sand)	Softball Fields	Picnic Area*	Open Shelter	Fishing	Playground	Parking Lot	Stedding Hill	Ice Rink	Open Play Areas	Nature Area	Football/Soccer**	Asphalt Path	Baseball Field	Disc Golf	Skate Park	Boat Launch	Watercraft Beach	Gymnasium	Classrooms	Swimming Pool	Building		
Regional/Metropolitan Park																																	
1	Bender Park			286.3									1		2					1							1			1			
2	Falk Park			205.8							1				1					1										1			
Greenway																																	
3	Oak Creek Parkway			704.6										1						1													
4	Root River Parkway			619.5																													
Community Park																																	
Lake Vista Park		30																															
5	Abendschein Park	74										1		1	2				2	1	1		1	1	1								
Neighborhood Parks & School-Park Sites																																	
6	Camelot Park			10.43			1			1	1	1		1	1				1			1											
7	Carollton School	4.4	7.86			2	2			1				1	1				2			1						1	1	1			
8	Chapel Hills Park	17.1				2	1			1	1	1		1	1	1			1			1											
9	Greenlawn Park	9.8									1				1				1	1													
10	Haas Park	7.5						2		1	1	1		1	1																		
11	Cedar Hills School/Johnstone		5	12.7			2			1	2	1	1	2	1				1			1						1	1	1			
12	Manor Marquette Park	9.2				2	1		1	1	1	1		1	1				1	1			1										
13	Meadowview School/Park	2.8	10			2	1	2		1	1	1		1	1				1			1						1	1	1			
14	Oak Leaf Park	10.8				2	1			1	1	1	1	1					1			1											
15	Riverton Meadows Park			12		1	1			1	1	1	1	1					1	1			1										
16	Deerfield		9.2					4						1	1				1			1						1	1	1			
17	Shepard Hills School/Park	7.3	4.8					4			2			1	2													1	1	1			
18	South Hills Park	11.9				2	1			1	1	1	1	1	1	1			1			1											
19	East Middle School		50												1							1						1	1	1			
20	West Middle School		21.4												3						3							1	1	1			
21	Senior High School		28.2			9					3				2						2							2	1	1			
22	Edgewood School		5.6				1	2						1	1					1							1	1	1	1			
23	Otjen Park	3.3					1	1			1	1		1	1				1														
24	Willow Heights Park	7.6				2	1		1		1	1	1	1	1	1			1			1											
Special Use Park																																	
25	Kickers Creek Park	10.7													1						2												
26	Oak Creek Historical Society	0.65																													4		
27	Henry Miller Park	4.8									1		1				1		1		1									1			
28	South Metro Pier				3										1					1													
29	Veterans Memorial Park	1.3																															
30	Runway Dog Park			26.2																													
Natural Resource Park																																	
31	Cudahy Nature Preserve			41.8																1									1	1			
32	Mardeand Park	7.8																		1													
Total (all facilities)		221	142	1919	3	24	14	15	2	7	17	14	10	3	18	27	5	1	15	13	8	13	1	1	1	1	1	1	1	10	11	1	17

*NOTE: Open Shelters are located in picnic areas.

**NOTE: The outfields of 18 softball diamonds can also serve as multi-purpose open play areas.

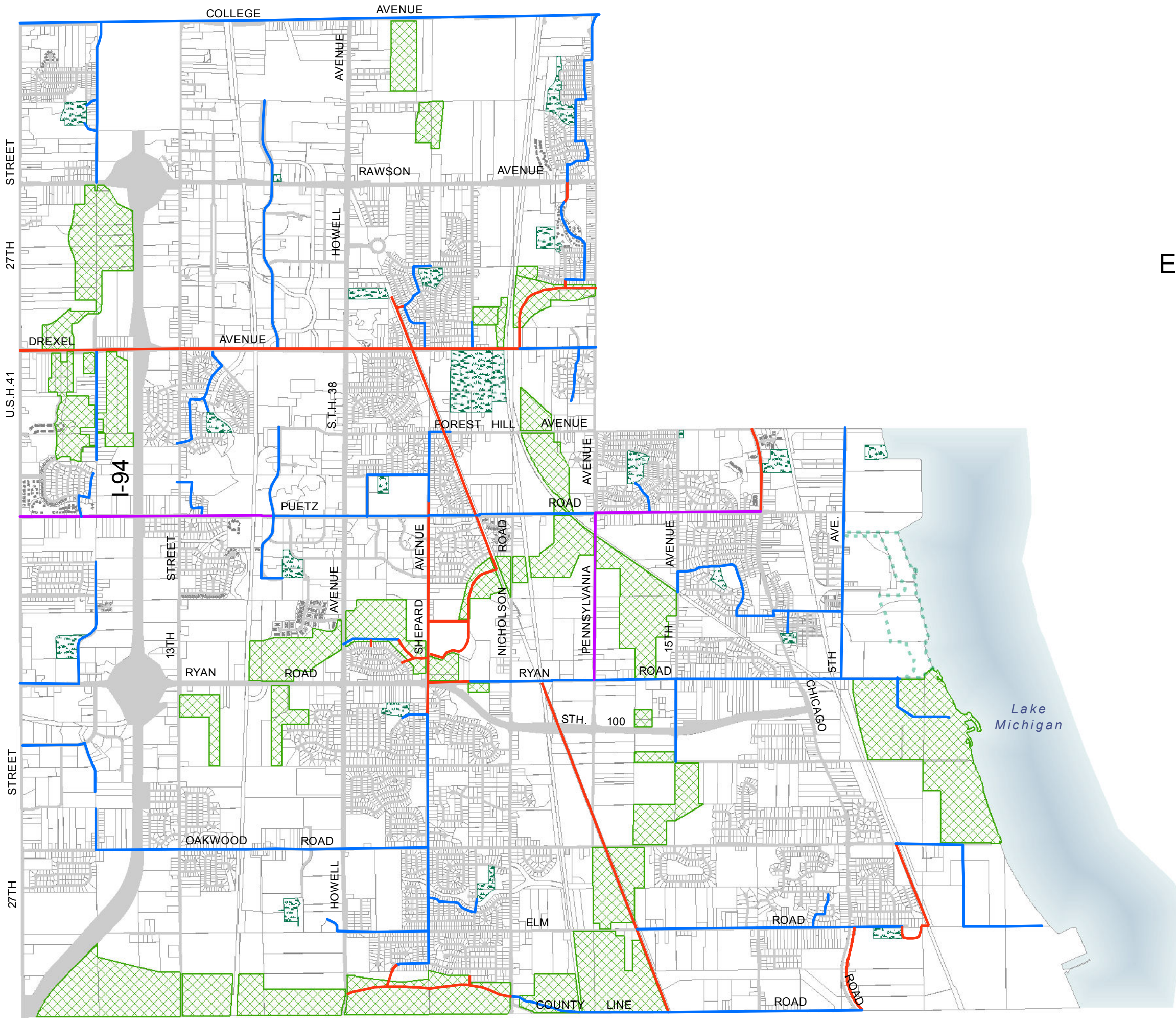


Map 6
 City of Oak Creek
 Existing Bikeway System - 2013



Bikeways

- Class 1 - Existing
- Class 2 - Existing
- Class 3 - Existing
- City Parks
- County Parks & Parkways
- Future City Park



Source: City of Oak Creek Department of Community Development

3 Location & Needs Analysis

When determining park and open space needs it is important to recognize that parks and recreation mean different things to different people. To some, a park is a quiet place where they can picnic, read a book, or enjoy the natural surroundings of nature and wildlife. These types of activities are known as passive recreation as they require limited physical activity on behalf of the participant. Active recreation typically requires some physical activity by the participant such as baseball, bicycling, jogging, golf, and soccer. In general, more parkland is dedicated to active recreational uses than to passive or resource protection uses.

The need for outdoor recreation sites and facilities within the City is determined by applying a variation of the National Recreation Standards as it applies to the City of Oak Creek for the size, number, and spatial distribution of city parks and outdoor recreation facilities. These standards compare the probable demand for park sites and facilities and the existing supply of recreation sites and facilities to the anticipated future resident population levels and distribution of parks within the city.

National Recreation Standards

The National Recreation and Park Association (NRPA) and the American Academy for Parks and Recreation Administration developed the National Recreation Standards laid out in *Park, Recreation, Open Space and Greenway Guidelines* by James D. Mertes and James R. Hall. These are very general guidelines. They help estimate recreational needs across the whole country and give numbers to adjust for local circumstances. The benchmarks come in the format of a prescribed number of square acres or number of facilities per number of residents. Since population numbers are known and often forecasted into the future, and acreage easily tabulated, this system provides an easy starting point for evaluating general needs. Table 6 provides a breakdown of existing parkland and estimated needs utilizing the NRPA standards based on Oak Creek's estimated 2013 population of 34,695.

Table 6: Existing City Parklands and Needs Based on National Park Standards¹³

Park Type	Number	Standard	Existing Acreage	Recommended Acreage	Excess or Deficiency
Regional	2	12 acres per 1000	492	414	+108 acres
Community	1*	2.25 acres per 1000	74	78	-4 acres
Neighborhood Park & School-Park Site	19	2.25 acres per 1000	269**	78	+191 acres**
Total	22	--	835	570	+295 acres

Source: City of Oak Creek Department of Community Development and Park, Recreation, and Open Space and Greenway Guidelines

* Lake Vista Park is not included

** Acreage includes 142 acres of School District Property

These results should not be interpreted as an indication that Oak Creek has an overabundance of park space because it does not take into account factors such as the

¹³ National Park Standards do not include greenways, special-use parks, and natural resource parks.

location of park facilities in relation to the population distribution and the inclusion of School District property. Map 8 illustrates this point.

Based on current and future City population, the need for parkland and park facilities will continue to grow when comparing existing parkland and park facilities with national park standards. Although population growth is a major determining factor in placement of parks and park facilities, additional factors such as location and existing facilities also need to be considered when assessing parkland location and park facility needs.

Location Standards

The location of needed outdoor recreation sites and facilities within the City is determined by a set of standards regarding service areas, population distribution, hazards, environmental features, and locations in proximity to elementary schools.

Service Area

The service area of a park is determined by park type (regional, community, and neighborhood) which is defined to serve a number of residents in a community and identifies the area around a park type that draws those residents. Table 7 defines the service area by park type and park facilities. It is emphasized that these are recommended guidelines, and service areas of more or less than the standard can be considered satisfactory when special factors impact a particular neighborhood.

Table 7: Oak Creek Park Standards, Spatial Characteristics, and Typical Facilities

Type of Facility	Acres Required per 1000 of Population	Population Served (Thousands)	Service Area Radius (miles)	Minimum Site Size (acres)	Typical Facilities*
Regional/Metropolitan					
Regional Park	12.0	40-100	8-10	250+	1-18
Metropolitan Park		20-40	3-4	100-249	2-6,8-18
Parkways		Varies	Varies	200 feet +	6,13,16-18
Special Parks		Varies	Varies	Varies	Varies
Community					
Park (General)	2.25	10-20	2	30-100	2-6,8-17
Sports Complex		10-20	2	10-40	2-5,14-16
Special Purpose		Varies	Varies	Varies	Varies
Neighborhood Parks & School-Parks					
Park	2.25	2-6	0.5-1	10-15	2-6, 8,10, 11,14,17
Playground		1-3	0.5	1-5	6,8
Tot Lots		1-3	.025-0.5	0.5-1	6,8

Source: City of Oak Creek Department of Community Development

*Typical Facilities

- | | | | |
|-----------------------|-------------------------|----------------------|----------------------|
| 1 = Swim facilities | 6 = Picnic/Sitting area | 11 = Ice rink | 16 = Comfort station |
| 2 = Tennis Courts | 7 = Water facility | 12 = Health stations | 17 = Jog/Bike path |
| 3 = Basketball courts | 8 = Play equipment | 13 = Nature area | 18 = Pleasure drive |
| 4 = Volleyball courts | 9 = Vehicle parking | 14 = Football/Soccer | |
| 5 = Ballfields | 10 = Sledding hill | 15 = Baseball field | |

Since the City has little to no control of Metropolitan Parks, this plan does not cover the facilities provided by these park types.

The City has one community park, Abendschein Park. According to the service area standard for community parks, Abendschein Park has a service area radius of two miles and is designed to serve 10,000 – 20,000 residents. As can be seen in Map 7, the southern part of the City does not meet the accessibility standard (within two miles) of a community park. Furthermore, the City’s current population of 34,530 residents exceeds the number of residents one community park can sufficiently support. The City has acquired future parkland north of Bender Park consisting of approximately 30 acres. At this time, the parkland area is in the process of environmental remediation and is not ready for public use. When this park is completed, it will provide residents with a second community park.

As stated earlier in this plan, the City contains 19 neighborhood parks and school-parks. Map 8 illustrates the areas serviced by these parks. As illustrated in Map 8, the southwest part of the City does not have a neighborhood or school-park, and does not meet the service area standards.

Population Distribution

The City’s current population standard for the location of neighborhood parks is 500 residents. When a neighborhood reaches 1,000 residents, the sited neighborhood park is provided with park facilities as identified by the City’s facility standards for a neighborhood park.



Table 5 displays estimated 2010 resident population by neighborhood. All but two neighborhoods, Northbranch and Woodknoll, meet the 500-resident population standard.

The majority of the Northbranch neighborhood is zoned manufacturing and would not likely see a population over 500 residents in the next five years. The Woodknoll neighborhood currently has 480 residents and will most likely exceed this standard within the five-year planning period.

Currently, five neighborhoods do not have a neighborhood park yet exceed the 500 resident-standard. They are: Woodridge, Greenwood, Oak Creek Manor, Prairie View, and Oakwood Manor neighborhoods. Although these neighborhoods meet the city standard for population, they may fall within the service area of neighborhood parks in adjacent






Table 8: Neighborhood Population Estimates: 2010

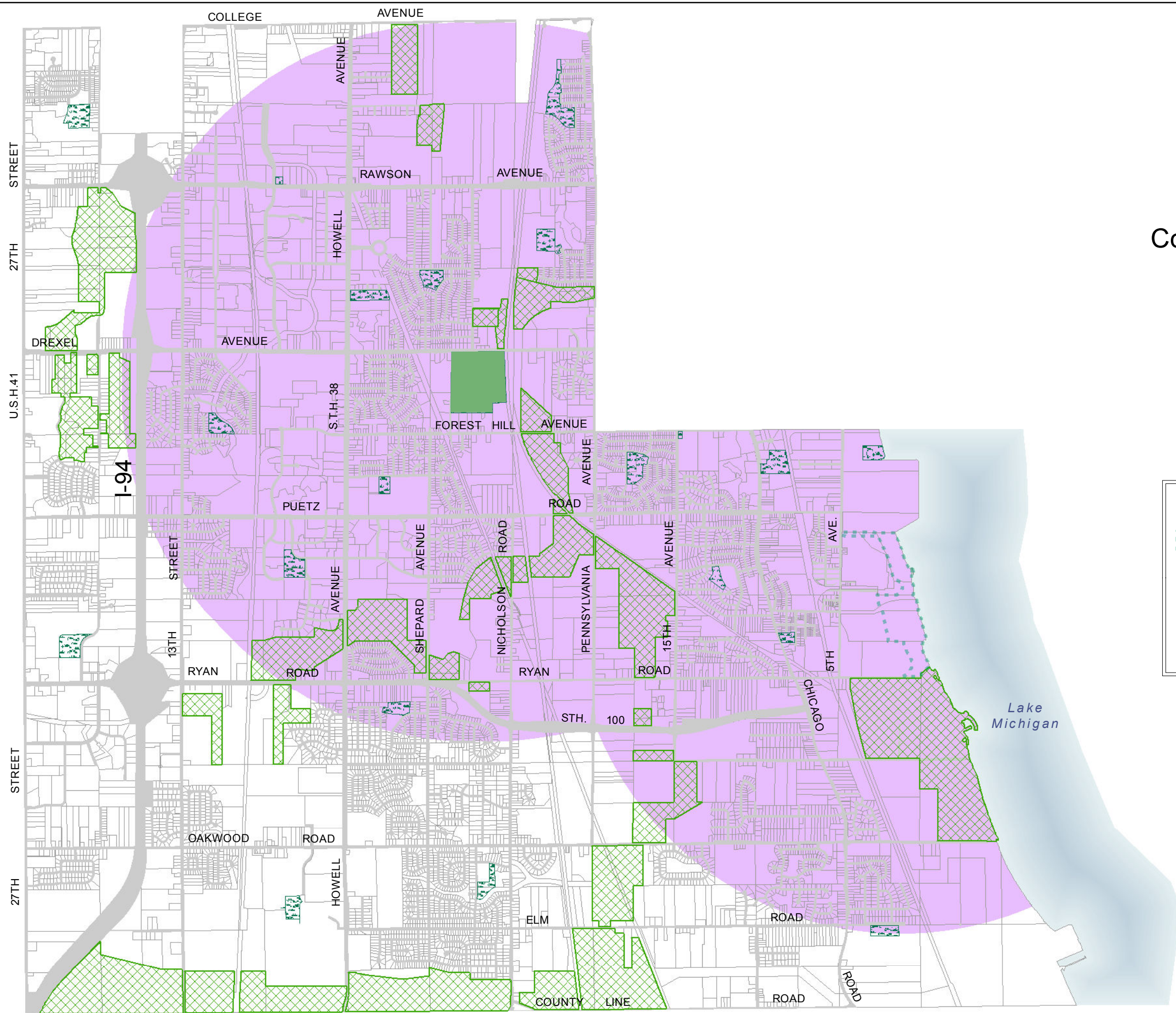
Neighborhood	Population
Carollton Estates	1,509
Carollville	1,287
Cedar Hills	2,232
Chapel Hills	1,829
Edgewood	1,729
Forest Hills	2,359
Greenwood	782
Lakeview	529
Manor Marquette	2,103
Meadowview	2,837
Northbranch	170
Oak Creek Manor	982
Oak Leaf	4,065
Oak Park	2,456
Oakview	1,174
Oakwood Manor	778
Prairie View	926
Shepard Hills	1,876
South Hills	1,778
Willow Heights	1,561
Woodknoll	480
Woodridge	1,009

Source: 2010 US Census

Map 7
Community Park Service Area:
Two Mile Radius

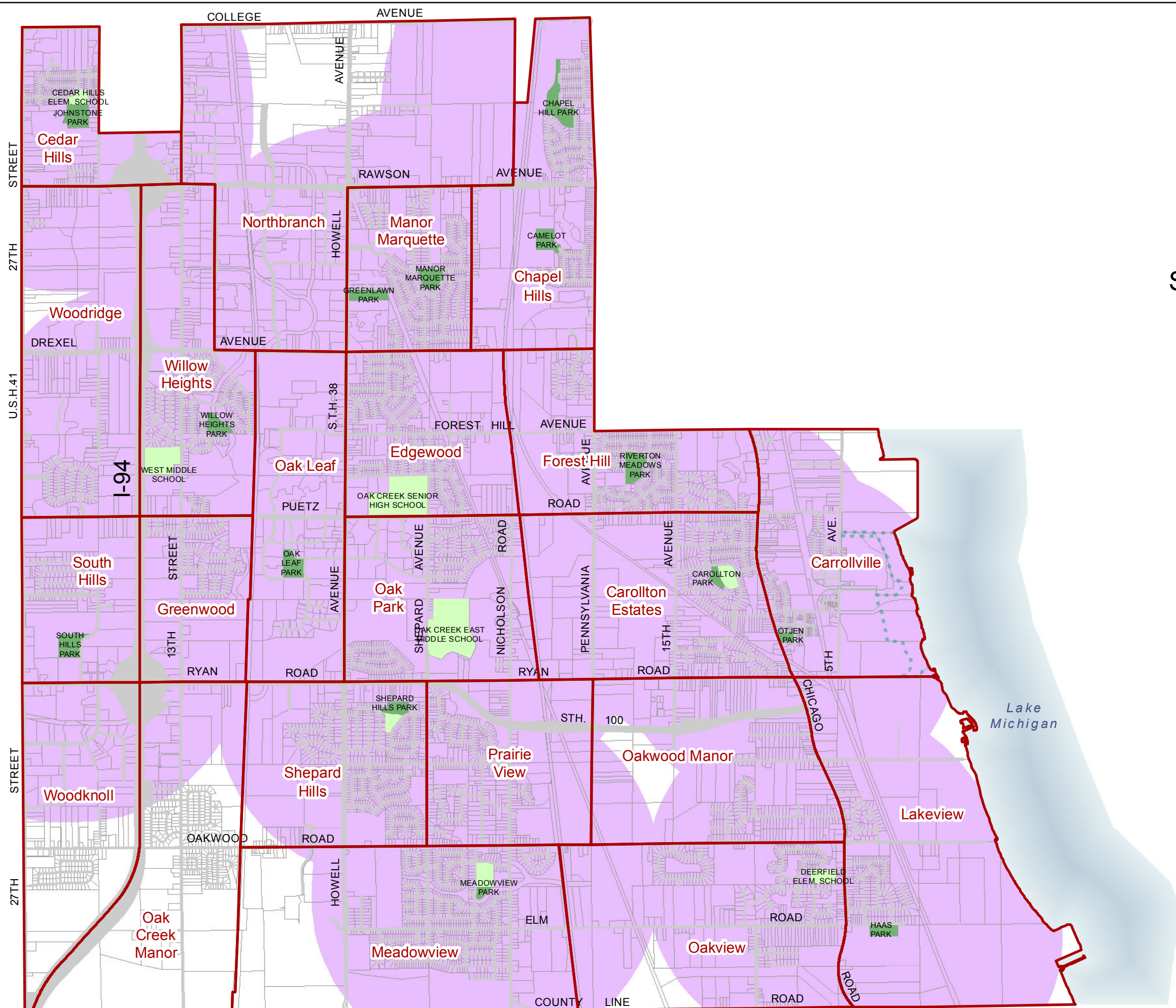
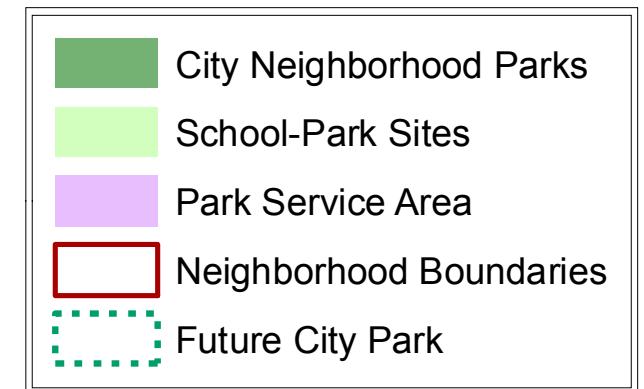


-  Abendschein Park
-  Future City Park
-  Community Park Service Area
-  City Parks
-  County Parks & Parkways



Source: City of Oak Creek Department of Community Development

Map 8 Neighborhood Park & School-Park Service Areas: One Mile Radius



Source: City of Oak Creek Department of Community Development

neighborhoods or may meet other location factors as identified in following sections of this chapter.

Hazards

Where possible, parks should not be located near known hazards in order to avoid danger to children, elderly and handicapped groups, and the overall population. Heavily traveled streets, conflicting land uses, such as heavy industry or busy commercial districts, and railroad crossings represent some of the hazards to be avoided, particularly within neighborhood park service areas. If the hazard is deemed severe enough, supplemental park facilities may be needed in a neighborhood already served by a park in order to avoid contact with the hazard.

Environmental Features

Besides population, service areas and hazards, there are environmental features to consider in siting park, recreation and special purpose facilities. Preferred sites typically include large wooded tracts. However, other features such as wetlands, poor soil areas, unusual topography, waterways, or floodplains adjacent to waterways can be considered as potential sites for future parks and recreation facilities.

Map 4, "Environmentally Sensitive Areas," represents Oak Creek's most significant environmentally sensitive lands. These environmental corridors link areas having a concentration of natural resource features and often have some type of water body as the linking factor. The difference between the designation of primary and secondary environmental corridors are in width, length, and linear concentration of natural resource features. Isolated natural areas (minimum of five acres) contain various natural resource base elements, but are physically separated from either of the corridors. Both secondary corridors and isolated natural areas are considered to be less significant than primary corridors, but could serve as future park sites in developing neighborhoods. Within the City, the Root River, Lake Michigan and the Oak Creek represent the resource base that is in greatest need of protection.

Locations Adjacent to Elementary Schools

Another factor to consider when siting a neighborhood park is the ability to place a neighborhood park adjacent to a local elementary school. It is beneficial to both the School District and the City to have neighborhood parks adjacent to local elementary schools. This way, facilities are more highly utilized, there is less duplication of playground equipment and space, and maintenance of a single school-park site is easier and less costly than two separate facilities. Currently, the City has parkland or park facilities located adjacent to or on all elementary school properties.

Facilities Standards

When planning which facilities to include in the different types of parks, the City must use qualitative and quantitative measures. There are widely accepted national standards that can be used as a starting point; however local recreational needs and emerging trends also need to be considered.

Park facility standards refer to the developed improvements, such as ball field and playground that are placed in recreation areas. The standards in this report (see Table 9, Facility Standards) refer to community and neighborhood facilities developed by the City of Oak Creek, not the larger metropolitan or regional parks; which are the responsibility of the

County. These standards are based on a refinement of figures developed by Milwaukee County and the Southeastern Wisconsin Regional Planning Commission. The modifications reflect the City's current development practice; which has emphasized neighborhood park development to a greater extent than community facilities.

Table 9: City of Oak Creek Facility Standards

Type of Facility	Standard per 1,000 Population	Per Facility Minimum
Softball Diamonds	0.60	One per neighborhood park, school-park, community park and/or sports complex.
Baseball Diamonds	0.13	One per community park and/or sports complex.
Playground Equipment	0.40	One per community, neighborhood, or school-park.
Tennis Courts	0.60	One or two per neighborhood park, school-park, community park and/or sports complex.
Basketball Courts	0.40	One per neighborhood park, school-park, and community park.
Open Play Areas (Football/Soccer)	0.40	One per neighborhood park, school-park, and community park.
Jog/Bike Path	0.60	One per neighborhood park, school-park, and community park.
Picnic Area/Shelter	0.40	One per neighborhood park, school-park, and community park.
Volleyball Courts	0.40	One per neighborhood park, school-park, and community park.

Source: City of Oak Creek Department of Community Development

Additional activities, such as passive recreation, could also be included in the table above. However, in the interest of primarily addressing major capital improvement items, the scope of the standards used has been limited. In addition, natural resource oriented items such as hiking and nature study depend on the availability of certain "natural" areas that are not evenly distributed throughout the community. These types of recreation must be developed where natural features exist and to the extent the resource permits. As such, they do not readily lend themselves to standardization.

As in the service area standards, these figures are intended to act as guidelines. If greater demand exists, additional facilities can be provided. These standards should be adequate unless a specialized population group, such as the elderly, become predominate in a particular neighborhood. Adjustments can then be made to accommodate that group.

To better understand how the City compares to these standards, Table 9 summarizes the existing park facilities and future park facilities based on a select number of facility standards.

Table 10: Park Facility Standards, Existing Facilities, and Proposed Park Facilities

Type	Standard per 1000 Population	Standard ¹ Number of Facilities	Existing Number of Facilities (2013)	Standard ² Number of Facilities (2020)
Softball Diamonds ³	0.6	21	18	23
Baseball Diamonds	0.13	4	1	5
Jog/Bike Path	0.4	14	14	15
Playgrounds	0.4	14	17	15
Tennis Courts	0.6	21	24	23
Basketball Courts	0.4	14	15	15
Open Play Areas ⁴ (Football/Soccer)	0.4	14	22	15
Picnic Areas/Shelters	0.6	21	14	23
Volleyball Courts	0.4	14	9	15

¹ Based on Wisconsin Department of Administration 2013 population estimate of 34,695. ² Based on Wisconsin Department of Administration's 2020 population projection of 37,600. ³ Softball fields can also serve as playfields; however, they may not meet standard size requirements for a particular sport. ⁴ Many open play areas can accommodate football or soccer fields, but are not designated for that purpose. Source: City of Oak Creek Department of Community Development.

Comparing these standards with existing facilities, the City lacks adequate park facilities. Presently, the City has deficiencies in softball diamonds (4), baseball diamonds (3), volleyball courts (5), and picnic areas/shelters (7). The remaining facilities exceed the minimum standards. However, when standardizing basketball courts and playfields, additional facilities need to be considered. The City does provide individual basketball standards, a basketball pole and basket, in various locations throughout the City that do not have basketball courts. Many open fields located in parks throughout the City can accommodate football or soccer fields but are not designated for those uses. Facility deficiencies can be specifically located on a neighborhood basis by calculating minimum standards by neighborhood population. Table 11 summarizes facility needs by neighborhood utilizing population data from the 2010 US Census for each neighborhood.

Table 11: Analysis of Existing Facility Needs by Neighborhood

	Existing Number of Facilities (2013)							Standard Number of Facilities 2013 ¹						
	Softball Diamonds	Open Shelters	Playground Equipment	Tennis Courts	Basketball Courts	Volleyball Courts	Open Play Areas	Softball Diamonds	Open Shelters	Playground Equipment	Tennis Courts	Basketball Courts	Volleyball Courts	Open Play Areas
Neighborhood														
Carollton Estates	1	0	1	2	2	0	2	1.0	0.6	0.6	1.0	0.6	0.6	0.6
Carrollville	0	1	1	0	1	0	2	0.8	0.5	0.5	0.8	0.5	0.5	0.5
Cedar Hills	2	1	2	0	2	1	2	1.3	0.9	0.9	1.3	0.9	0.9	0.9
Chapel Hills ²	2	2	3	2	2	1	3	1.1	0.7	0.7	1.1	0.7	0.7	0.7
Edgewood	3	1	1	9	1	0	1	1.0	1.0	0.7	1.0	0.7	0.7	0.7
Forest Hill	1	1	1	1	1	1	1	1.4	0.9	0.9	1.4	0.9	0.9	0.9
Greenwood	0	0	0	0	0	0	0	0.5	0.3	0.3	0.5	0.3	0.3	0.3
Lakeview	1	1	1	0	1	1	1	0.3	0.2	0.2	0.3	0.2	0.2	0.2
Manor Marquette	1	1	1	2	1	1	3	1.3	0.8	0.8	1.3	0.8	0.8	0.8
Meadowview	1	0	1	2	1	1	1	1.7	1.1	1.1	1.7	1.1	1.1	1.1
Northbranch	Industrial Neighborhood							Industrial Neighborhood						
Oak Creek Manor	0	0	0	0	0	0	0	0.6	0.4	0.4	0.6	0.4	0.4	0.4
Oak Leaf	1	1	1	2	1	1	1	2.4	1.6	1.6	2.4	1.6	1.6	1.6
Oak Park	3	0	0	0	0	0	1	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Oakview	0	0	1	0	0	0	1	0.7	0.5	0.5	0.7	0.5	0.5	0.5
Oakwood Manor	0	0	0	0	0	0	0	0.5	0.3	0.3	0.5	0.3	0.3	0.3
Prairie View	0	0	0	0	0	0	0	0.6	0.4	0.4	0.6	0.4	0.4	0.4
Shepard Hills	2	0	1	0	0	0	1	1.1	0.8	0.8	1.1	0.8	0.8	0.8
South Hills	1	1	1	2	1	1	1	1.1	0.7	0.7	1.1	0.7	0.7	0.7
Willow Heights	1	1	1	2	1	1	1	0.9	0.6	0.6	0.9	0.6	0.6	0.6
Woodknoll	0	0	0	0	0	0	0	0.3	0.2	0.2	0.3	0.2	0.2	0.2
Woodridge	0	0	0	0	0	0	0	0.6	0.4	1.1	0.4	0.4	0.4	0.4

¹ Calculated using Oak Creek facility standards and 2010 US Census population. ² Includes Clement Park, a County Park.

NOTE: Highlighted table cells indicate a facility shortage.

Source: City of Oak Creek Department of Community Development.

4 The Recommended Plan

The recommended plan for future parkland acquisition and development identifies needed facilities based on the City's adopted land use plan, the existing zoning, and the standards contained in the Location & Needs Analysis Chapter. The plan attempts to look into the future and plan for park facilities to accommodate the City's future ultimate population.

The Plan has been broken down into a series of goals and objectives. Goals are broad based statements identifying what the City hopes to accomplish over the long term. Objectives are more targeted, specific statements which are intended to achieve the stated goals. These objectives set quantitative targets which the City can then use to measure the rate at which the plan is being implemented.

Regional/Metropolitan Parks Goal/Objectives

The City has no control of how these parks will be developed or maintained as they are owned by Milwaukee County. The prospects of large-scale regional park development by Milwaukee County continue to be limited because of budgetary constraints. Within the County budget, new park acquisition and development has become a low priority, particularly when funding has become inadequate to maintain existing facilities. Despite these constraints, the City should continue its efforts to partner with the County to provide and maintain parkland.

GOAL: Provide the residents of Oak Creek with access to a system of regional/metropolitan parks and parkway networks that a full range of passive and active recreational opportunities and which takes advantage of the City's unique setting along Lake Michigan, the Oak Creek and the Root River.

Objectives:

1. Coordinate with Milwaukee County regarding future development of Bender Park and promote additional open space and park acquisition and development along the lakefront.
Status Update: Acquired 30 acres of lakefront property north of Bender Park with the plans of purchasing approximately 70 acres more in the next five year planning period.
2. Explore the feasibility of cleaning up environmentally contaminated land along the lakefront and converting portions into parkland for public has access to the Lake Michigan shoreline.
Status Update: The City has received grants to remediate the acquired parkland along the lakefront.
3. Work with Milwaukee County to ensure that Falk Park is preserved, developed, and maintained as a significant element of the City's planned Urban Village area as recommended in the South 27th Street Sub Area Plan.
Status Update: Cooperation between the City of Oak Creek, Northwestern Mutual, Milwaukee County, and private property owners has increased the size of Falk Park by 50 acres, which included a primary environmental feature, Honadel Woods.

4. Work with Milwaukee County to achieve full implementation of their Park and Open Space Plan for Milwaukee County pertaining to the City of Oak Creek. This cooperation may include joint development of existing parks and shared funding for parkway acquisition. **Note: Milwaukee County is in the process of updating their Park and Open Space Plan.*

Community Parks Goal/Objectives

Oak Creek's 2013 population is enough to warrant a fully developed community park as well as an additional community park. Currently, the City has only one designated community park, Abendschein Park. As redevelopment continues along the lakefront, an approximately 100 acre site could be developed into our second community park.

GOAL: Plan for the present and future recreational needs of the citizens of Oak Creek by way of a developed community park system that is accessible to the entire City, and offers a balance of active and passive recreational opportunities for the residents of Oak Creek.

Objectives:

1. Allocate funding for the phased development of Abendschein Park in accordance with the revised master plan.
Status Update: Funds were allocated for Phases 1 & 2 which were completed. Planning of Phase 3 will be completed in 2013, and construction will begin in 2014.
2. Explore opportunities to acquire additional acreage adjacent to Abendschein Park.
Status Update: In 2010, 10 acres of high quality woodland abutting the southern portion of the park was acquired from the Stahls.
3. Identify and officially map a second community park in the southern portion of the City.
Status Update: When complete, the parkland along the lakefront will be the City's second community park.
4. Research and apply for grants to augment funding for park acquisition & development for community parks.
5. Coordinate and schedule community park acquisition and development within the parameters of Wisconsin's new Impact Fee Legislation.
6. Study the community demand and need for an indoor recreation center which may include an aquatic facility, a senior center, and a performing arts center.
7. Determine need and location for two lighted softball facilities and one hardball diamond.

Neighborhood Parks & School-Park Sites Goal/Objectives

As stated earlier in this plan, neighborhood parks, which are designed and intended to serve the day-to-day recreational needs of families within a neighborhood area, are a key component of the park system

GOAL: Plan and provide for a system of neighborhood and sub-neighborhood parks that meets the needs of developed and developing sections of the City.

Objectives:

1. Officially map, acquire and develop a neighborhood park between 2015 and 2016 that will serve both the Woodknoll and Oak Creek Manor neighborhoods.
2. Officially map, acquire and develop a neighborhood park between 2017 and 2018 that will serve both the Prairie View and Oakwood Manor neighborhoods.
3. Explore the demand for a neighborhood park in the Carrollville neighborhood.
4. Explore and consider a location for a neighborhood park in the Oak Park neighborhood to replace the park facilities lost as a result of the new East Middle School construction.
5. Secure funding for the construction of the shelters and install shelters at neighborhood parks as needed.
6. Ensure that all neighborhood parks are bicycle and pedestrian friendly by designing neighborhood parks with simple, wide access points from surrounding neighborhoods.
7. Identify need for a neighborhood park in the southern portion of the Meadowview neighborhood.
8. Identify need for a neighborhood park in the Greenwood neighborhood.
9. Coordinate and schedule community park acquisition and development within the parameters of Wisconsin's new Impact Fee Legislation.

Bikeways & Recreational Trails Goal/Objectives

Effective and attractive bicycle and pedestrian facilities have the potential to reduce automotive vehicle use, traffic congestion, and associated personal delay, energy consumption, air pollution, and to encourage a healthy lifestyle through daily.

GOAL: Provide for a system of bikeways and recreational trails connecting parks, schools, neighborhoods, employment centers and other significant destinations of the City. Adopt policies that encourage alternative, non-motorized modes of transportation.

Objectives:

1. Beginning in the year 2014 and in subsequent years, allocate funds for the construction of one half mile of Class 1 bikeway facilities as illustrated in Map 9.

Table 12: Estimated Cost of Class I Bikeways

Description	Unit	Quantity	Unit Cost	Extended Cost	Comments
Unclassified Excavation	C.Y.	1,913	\$18	\$34,434	9"W x 11'D
Crushed Aggregate Base Course	Ton	2,097	\$13	\$27,261	6" thickness
Asphalt	Ton	1,012	\$65	\$65,780	3" thickness
Topsoil/Seed Restoration	S.Y.	3,520	\$5	\$17,600	3' width along both sides
Construction Contingencies	%	10	\$145,075	\$14,510	10%
Engineering & Administration	%	15	\$145,075	\$21,760	15%
Total	--	--	--	\$181,345	Cost per mile

Estimate based on one mile length of 10 foot wide asphalt pathway, constructed to existing grade, excavated material trucked off-site, no consideration for wetlands. Estimated cost per lineal foot is \$31.60. Costs are in estimated in 2012 dollars.

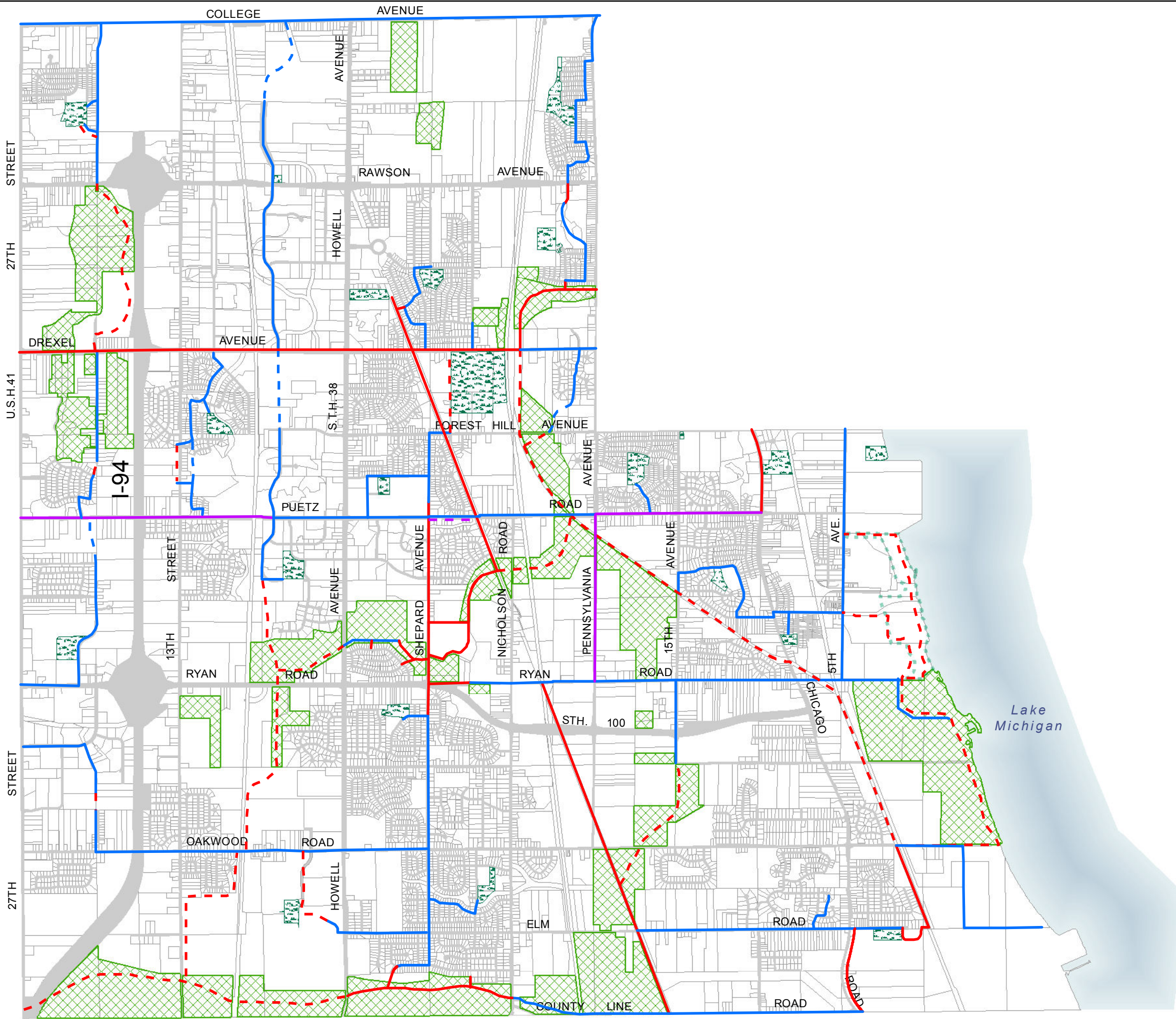
Source: City of Oak Creek Engineering Department

2. Allocate Capital Improvement funds for the construction of Class 2 bikeway facilities for any street scheduled to be constructed or reconstructed and is designated as a bikeway route as illustrated in Map 9.
3. Designate on-road Class 3 bikeways along lesser traveled roads through the City.
4. By 2018, install appropriate signage along all Class 3 bikeways as designated in the adopted bikeway plan.
5. Maximize connections between the City's and County parks, employment centers and other destinations in the City (schools, library/civic center, etc.).
6. Require developers to include bikeways in new developments. Those developments not affected by a bikeway route should contribute a fee per new residential unit to an interest bearing account used solely for the installation of designated bikeways.
7. Encourage existing and new businesses to provide for bicycle racks, especially those located along the trail system and bikeways.
8. Explore the demand for cross country ski trails and consider amending the bikeway plans to accommodate these types of recreational uses.
9. Collaborate with Milwaukee County in developing a bike trail segment from Puetz Road to Bender Park.




Open Space Preservation Goal/Objectives

Oak Creek should protect natural resources and preserve areas of open space that are prominent features of the community's landscape. Preservation of open space can take the form of preventing development in critical environmental areas, preserving farmland, promoting strategies for conserving and enhancing streetscapes, or requiring adjacent development to retain and incorporate open space and natural features.

Map 9
City of Oak Creek
Bikeway System - 2013



Bikeways

- Class 1 - Existing
- - - Class 1 - Proposed
- Class 2 - Existing
- - - Class 2 - Proposed
- Class 3 - Existing
- - - Class 3 - Proposed
-  City Parks
-  County Parks & Parkways
-  Future City Park

Source: City of Oak Creek Department of Community Development

GOAL: Preserve approximately 25 percent of the total City land area in permanent open space, not including private yards.

Objectives:

1. Preserve resource protection areas and associated waterways, floodplains, wetlands, ground water recharge areas, steep slopes, wildlife habitat, scenic vistas, and woodlands.
2. Preserve significant woodlands, wetlands, or other environmentally sensitive areas whenever possible by proper design of street locations and building areas.
3. Encourage the use of conservation or cluster subdivision design to preserve open space.
4. Increase the City budget allocation for open space purchases. Leverage City dollars with County, State, and Federal dollars, including the State Stewardship Program. In cases where fee-simple purchase is not required, consider purchasing development rights (PDR). Create an ad-hoc committee or study group to explore the feasibility and support for a PDR, transfer of development rights (TDR) program, or other alternative programs, including compensating the owners of Resource Protection Area properties for the storage of storm water.
5. Protect environmental corridors as delineated by the Southeastern Wisconsin Regional Planning Commission (SEWRPC), with modifications based on public input.
6. Protect open space from encroachment by incompatible uses. Cooperate with other government and non-profit groups to preserve shorelines and shoreland areas along creeks, rivers, and Lake Michigan.
7. Use zoning, subdivision, and official mapping ordinances to protect waterways, shorelines, wetlands, water supply, and floodplain areas.
8. Develop a program for the evaluation of land offered to the City for open space purposes.
9. Encourage the remediation of contaminated sites as related to potential parkland (i.e. "brownfields").
10. Implement action plans to provide more open space to replace agricultural lands being depleted by development.
11. Develop a naturalization management plan.



Intergovernmental Cooperation Goal/Objectives

Park planning issues cross many jurisdictional boundaries. Addressing those issues requires that units of government work together to develop strategies and implement solutions. In order to successfully implement this Park and Open Space Plan, the City of Oak Creek must maintain and strengthen its relations with adjacent and overlapping jurisdictions.

GOAL: Work with all levels of government (federal, state, and local) as well as the School District to identify, acquire, develop, and enhance parks, recreation facilities, and open space in the City of Oak Creek.

Objectives:

1. Cooperate with the Oak Creek-Franklin School District to utilize school land for public park purposes and identify potential opportunities for additional agreements.
2. Work with the school district whenever a new school or school expansion is planned that may impact City park facilities.
3. Work with Milwaukee County on the full development of Bender Park.
4. Explore the possibility of additional agreements with Milwaukee County where the City develops and maintains neighborhood parks and other park facilities on County-owned land.
5. Partner with Milwaukee County to achieve full implementation of their Park and Open Space Plan for Milwaukee County pertaining to the City of Oak Creek once adopted.

City Forestry Goal/Objectives

The City's urban forest touches the lives of its citizens every day. It consists of all trees in the city on both public as well as private property, including street trees, park trees, forested parklands, trees on institutional campuses and trees in many private ownership settings ranging from parking lots to back yards.

GOAL: Increase community value through building community appreciation and awareness of the urban forest.

Objectives:

1. Shift to a Canopy analysis style of management.
2. Demonstrate sustainable, long-term urban forestry practices.
3. Establish and preserve a quality urban forest.
4. The City Forester will review all landscape plans for new development in the City.
5. Revise the Urban Forestry Management Plan every five years.
6. Preserve and enhance green space within boulevards, cul-de-sac islands, medians, and terrace areas (area between the sidewalk and street).
7. Keep abreast of potential forestry threats such as invasive plant species and destructive insect species to the City's overall landscape and plan accordingly.
8. Strive for an urban forest where no tree genus will constitute more than 15 percent of the total street tree population and no individual tree species will constitute more than 10 percent of the street tree population.
9. Encourage the use of native landscape species in all developments.
10. Revise the street tree ordinance by 2014.
11. Continue to require the planting of street trees along new public streets to expand the City's urban forest.
12. Promote tree planting on private and public lands.
13. Develop a Forestry website.

Capital Improvements Program

The Park and Open Space Plan calls for the City to maintain a five year Capital Improvements Program (C.I.P.) for Parks and Open Space acquisitions and

development. This planning and budgeting tool allows policy makers to predict and prepare for major expenditures over the next five years. This Capital Improvements Program, like the Parks and Open Space Plan itself, is a document which needs to be updated to reflect changing community standards and needs. The C.I.P. needs to be updated annually to maintain a five-year schedule of improvements.

The items for this Capital Improvements Program are those which were designated as needs by the recommendations set forth in the Park and Open Space Plan. Each of the objectives calling for acquisition or development of park facilities was included as its own item in the C.I.P.

An approximate cost was then applied to each of these items. It is important to note that these costs need not be born entirely by the City of Oak Creek. One of the principal reasons behind adopting a Park and Open Space Plan is to make the City eligible for financial assistance under the State’s Stewardship program. Also, funds are available through the existing park escrow and impact fee programs.

Based upon the objectives previously identified, the following projects should be implemented as part of the five-year capital improvements program beginning in 2014:

Table 13: Capital Improvements Program: 2014-2018

Year	Acquisition	Cost	Development	Cost
2014	Abendschein Park Addition	\$600,000	Abendschein Park: Phase 3	\$400,000
2015	Prairieview/Oakwood Manor Park	\$320,000	None	\$0
2016	Woodridge Park	\$320,000	Prairieview/Oakwood Manor Park	\$400,000
2017	None	\$0	Woodridge Park	\$400,000
2018	None	\$0	Abendschein Park: Phase 4	\$750,000

Estimated in 2012 dollars. Source: City of Oak Creek Department of Community Development

5 Implementation Plan

The recommended improvements to the City of Oak Creek's Park and Open Space system will need to be phased in over a long period of time. Several projects envisioned in previous Park and Open Space Plans have yet to be implemented due to various reasons. The prioritization and phasing of the recommended improvements are not only dependent on the City's priorities but also may be dependent on development patterns, property owner decisions, and budgetary concerns.

The goal of this Five Year Parks and Open Space Plan is to establish goals and objective and the means to implement them. Though there are several recommended goals and objectives, there are some projects that are high priority items including the phased development of Abendschein Park and the development of the lakefront. The following is a list of prioritized park projects that should be completed over the next five (5) years:

- Identify, officially map, acquire land and develop future neighborhood parks to serve the Prairie View, Oakwood Manor, and Woodridge, neighborhoods.
- Acquire a parcel of land adjacent to Abendschein Park in the year 2014.
- Develop and Implement Abendschein Park Phase 3 as outlined in the Abendschein Park Master Plan.
- Develop the lakefront area north of Bender Park as a second community park site.
- Coordinate and schedule park acquisition and development within the parameters of Wisconsin's new Impact Fee Legislation.

The City should continue to work with other governmental jurisdictions when implementing this Park and Open Space Plan. This includes, but is not limited to, Milwaukee County, the Milwaukee Metropolitan Sewerage District (MMSD), the State of Wisconsin Department of Transportation, and any adjoining communities.

During every budget cycle, the City of Oak Creek should review scheduled capital improvements for parks and recreational facilities, determine what projects are eligible for Wisconsin DNR Stewardship grant funding and apply for grants when appropriate. In addition to the grants for local governments, the City should strengthen its relationship with park advocate groups and work with them to secure grants that would benefit Milwaukee County Park facilities that Oak Creek residents use and enjoy.

The Milwaukee Metropolitan Sewerage District also has programs that acquire open space. The City of Oak Creek has benefited from the acquisition of several parcels of land by MMSD. These properties are purchased with the goal of protecting key lands with water absorbing soils. These lands are purchased in communities that are expected to experience major growth over the next 20 years such as Oak Creek and Franklin. It also aims to preserve land along stream corridors that connect the region's supply of public properties.

Implementation Tools

The City has at its disposal numerous implementation tools and financing mechanisms to implement the goals and objectives outlined in this plan. Besides financing through the annual budget cycle and capital improvements budget there are other funding methods including impact fees, grants, land donations, and conservation easements. What follows is a brief description of these implementation tools.

Impact Fees

Since 1996, the City of Oak Creek has used impact fees to fund a portion of the acquisition and development of community and neighborhood parks in lieu of requiring developers to donate land for park facilities. Park escrow fees are also collected for the development of bicycle facilities. Impact fees allow the City to charge a fee at the time of construction of any new residential housing unit in the City. That fee is intended to recover the proportionate share of the capital costs for parks that will serve new development. This allows the City to reduce the financial burden on existing residents to fund facilities that serve new development. It also allows for a dedicated source of funds for park facilities. The monies collected for park impact fees cannot be allocated to other items in the budget. The City currently collects \$2,105 from each new single family home to fund community park facilities and \$50 for bikeway facilities. In 2008, legislation changed allowing park impact fees to be collected on a City-wide basis instead of by neighborhood. In the past five years, park impact fees were used to implement Phase 1 and 2 of Abendschein Park.

Grants and Other Outside Funding Sources

There are numerous grants and other funding sources that the City of Oak Creek can utilize to help offset the acquisition and development of park and recreational facilities. Grants are also available for the development of recreational trails and the purchase of environmentally significant lands.

Wisconsin Department of Natural Resources Knowles-Nelson Stewardship Program was created by the Wisconsin Legislature in 1989 to preserve valuable natural areas and wildlife habitat, protect water quality and fisheries, and expand opportunities for outdoor recreation. Named for two of Wisconsin's most revered conservation leaders, Warren Knowles (Governor 1965-1971) and Gaylord Nelson (Governor 1959-1963, U.S. Senator 1964-1981), the program has been an outstanding success since its inception.

The conservation and recreation goals of the Stewardship Program are achieved through the acquisition of land and easements, development of recreational facilities, and restoration of wildlife habitat.

Each year, funds are available through general obligation bonding for these purposes. The State of Wisconsin sells bonds to investors now to raise the funds, then pays back the debt over the next 20 years. This spreads the cost over time so it is shared with future users of public lands. Foundations, businesses, private citizens, and landowners contribute dollars as well as land and easements. This leveraging of private resources with public funds is an important ingredient in the Stewardship success story.

There are different types of Stewardship grants that are available to different levels of government and park advocate groups whose mission is citizen stewardship of Milwaukee County Parks.

The City of Oak Creek is eligible for several grants for local governments. They are as follows:

- **Aids for the Acquisition and Development of Local Parks (ADLP)** is intended to help local units of government buy land easements and develop or renovate local park and recreational area facilities for nature-based outdoor recreation purposes (e.g., trails, fishing access, and park support facilities). Applicants compete for funds on a regional basis.
- **Urban Green Space Grants (UGS)** helps buy land or easements in urban or urbanizing areas to preserve the scenic and ecological values of natural open spaces for nature-based outdoor recreation, including non-commercial gardening. Applicants compete for funds on a statewide basis.
- **Urban Rivers Grants (UR)** helps buy land on or adjacent to rivers flowing through urban or urbanizing areas to preserve or restore the scenic and environmental values of riverways for nature-based outdoor recreation. The Urban Rivers Program has a cap per applicant based on 20% of the total funds allocated to the program each fiscal year. Applicants compete for funds on a statewide basis.
- **Urban Forestry Grants** provide assistance for projects that support urban forestry management.
- **Hazard Elimination Program** is designed to survey hazardous locations or projects affecting any public bicycle or pedestrian pathways. This could include railroad crossings and crossing busy arterial roadways.
- **Acquisition Of Development Rights Grants (ADR)** help buy development rights (easements) for the protection of natural, agricultural, or forestry values, that would enhance nature-based outdoor recreation. Applicants compete for funds on a statewide basis.
- **Transportation Enhancements Programs (TE)** are part of the Statewide Multi-Modal Improvement Program (SMIP) and are intended to provide facilities for pedestrians and bicyclists.
- **Bicycle and Pedestrian Facilities Program (BFPF)** funds projects that construct bicycle and pedestrian facilities. This program replaced the Surface Discretionary Grant Program (STP-D). All of the STP-D funding was transferred to the BFPF program.
- **Congestion Mitigation and Air Quality** is a federally funded program which encourages transportation alternatives that improve air quality including bicycle and pedestrian facilities. These funds are only available in the Southeastern Wisconsin ozone non-attainment and maintenance counties, which include Milwaukee County.
- **Safe Routes to School** is a Federal program administered by the State of Wisconsin. It is intended to make streets and intersections safer for children who walk or bike to school. Funds from this program can be used to connect neighborhoods to schools with bicycle and pedestrian paths.

Land Donations

Occasionally the City of Oak Creek receives offers from property owners or trusts to donate land to the City. With each offer, the City should look at the development in the area, the Needs Analysis in this report, and the type of land that is proposed for dedication to determine if the land could be used as a park site. Oftentimes people will dedicate land that is undevelopable due to wetlands and floodplain. The City should continue to accept these donations of environmentally significant land. The City's Comprehensive Plan recommends that the City preserves lands designated as resource protection or limited development areas through either regulation or acquisition. The Comprehensive Plan also recommends acquiring areas with floodway to preserve their function in stormwater conveyance.

Alternatives to Land Acquisition

With tighter budgets it is becoming increasingly more difficult for municipalities to acquire and preserve open space and acquire additional parkland. There are other implementation tools that the City can employ to preserve open space and potentially allow for recreational uses. These tools are cluster/conservation development schemes, conservation easements, deed restrictions, density bonus incentives, land trusts, purchase of development rights, and transfer of development rights.

Cluster/Conservation Development

In addition to acquisition of open spaces through donation or purchase, the City of Oak Creek can implement a cluster/conservation development ordinance to preserve privately owned open spaces and environmentally sensitive lands.

Cluster or conservation development is a means of preserving open space while permitting residential, commercial, office, or industrial development. This is done by grouping (clustering) the developed portion of the property into a smaller area on the overall property and preserving the remainder of the property in permanent open space.

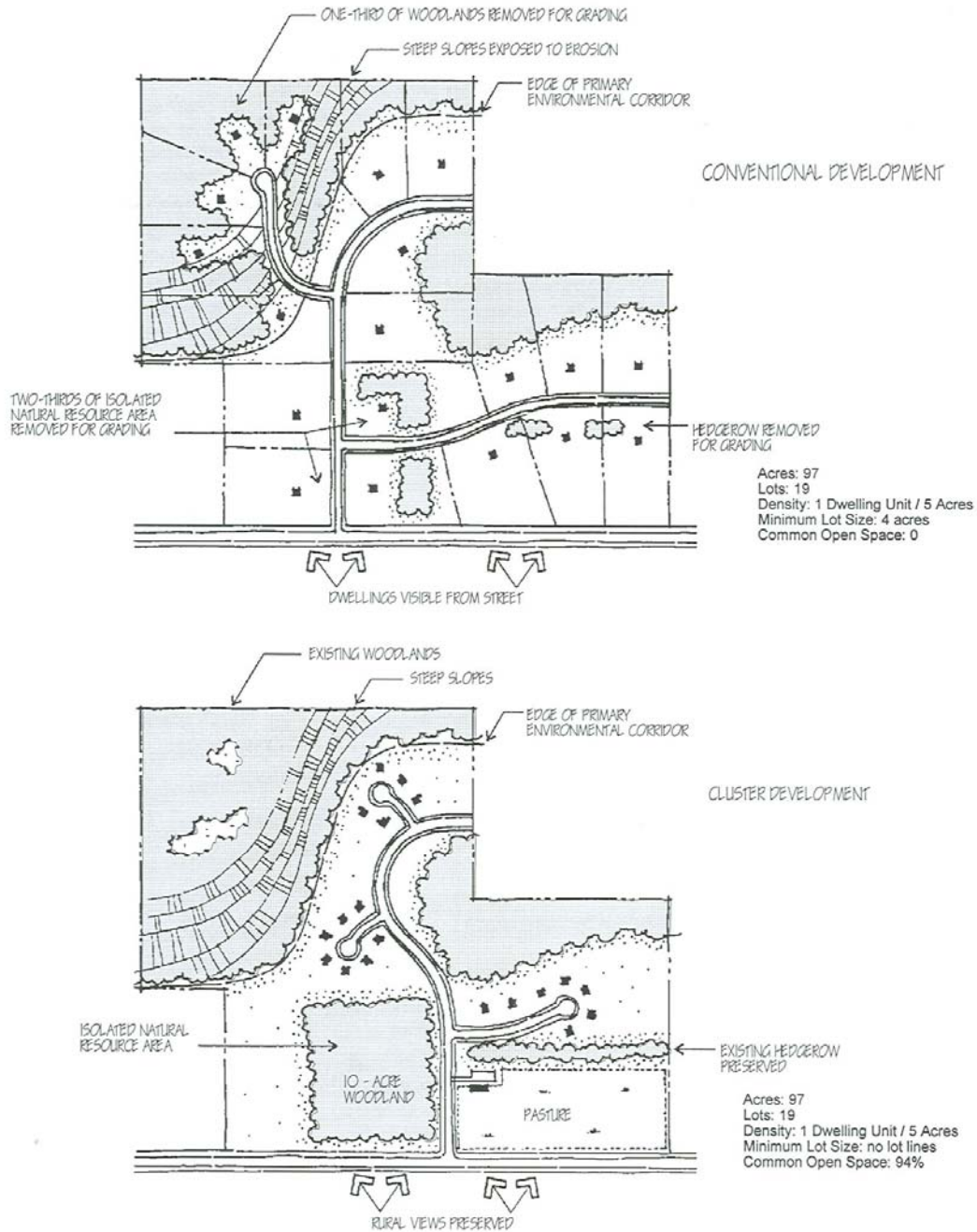
The best way to describe the distinction between a conventional and a cluster subdivision is to imagine that a 100-acre piece of land might be subdivided into 50 two-acre parcels, each with a residential dwelling. Under a cluster design, a developer would plan differently. The plan would still call for 50 dwellings, but this time each would be located on, half-acre parcels, "clustered" together in groups. This would only use 25 acres of land for residences and would leave 75 acres of "open space." Typically, the open space areas are in the midst of the development and are designed around the natural or man-made features of the landscape. In our hypothetical 100-acre parcel, we might have three separate areas of open space averaging 25 acres each. One might be centered around a section of woods, one around a pond or a creek, and one around a meadow. In a typical cluster subdivision, each homeowner has access to all of the open space areas, which may be permanently preserved by a conservation easement.

Cluster/conservation development has several benefits for not only the residents or businesses in the development but for the community as a whole. These preserved open spaces are visually attractive, preserve the rural character of communities, and in many cases provide for additional recreational opportunities. Some developments will have hiking, bicycle, and even equestrian trails. Other developments have athletic fields and playgrounds which the residents can utilize. These types of development schemes also benefit the community because the infrastructure maintenance costs are reduced.

Since the development is clustered in a smaller area there is less roadway and infrastructure to maintain.

While not preserving the entire site, cluster development can preserve large tracts of land without cost to the municipality. Under these development schemes the City does not need to purchase the land in order to preserve it. With proper site planning and design guidelines for the open space and the developed areas, the City and the developer can work together to achieve open space goals.

Figure 2: Illustration of Cluster Development



Source: SEWRPC

Conservation Easements and Deed Restrictions

An easement is a way to convey some of the land rights associated with ownership to another party. Utility, highway, and driveway easements are examples of how affected parties use the land in a specific way. Similarly, a conservation easement is a voluntary legal agreement between a landowner and a government agency, a non-profit conservation organization or a land trust that permanently limits specified current and future uses. As with other easements, landowners still retain ownership and many uses of their property such as agriculture, hunting and fishing. But a conservation easement will also help protect water quality, habitat and natural resources.

Although each conservation easement is unique, some examples of land rights purchased by state or local agencies include the right to improve streams, permit public access, manage trees, plants and shrubs by cutting and/or planting, and prohibit development. The agreement will also indicate the geographical boundaries of the easement. This legal document is recorded at the Register of Deeds Office. Land ownership stays with the landowner while easement rights “run with the land” which means the agency retains the easement rights if the landowner sells the land. The new landowner must abide by the easement.

Conservation easements have been successfully used across the country to permanently protect open space within developments, secure land for future parks, establish community trail corridors, preserve unique habitat for plants and animals, and safeguard vital groundwater aquifers and recharge areas. Easements may be affirmative or negative. Affirmative easements grant limited rights to use land for public purposes, such as hiking, fishing, or horseback riding. Negative easements restrict the owner in the use of his own land; for example, a scenic easement would require the owner to preserve the openness or natural beauty of an area adjacent to a rural highway.

A conservation easement is a type of negative easement which restricts the use of land owned by another person to specified conservancy or open space uses. The easement area and its restrictions are described in an easement agreement between the landowner and the holder of the easement. The landowner retains title to the property and continues to use it, subject only to the specific restrictions set forth in the easement agreement. The landowner and subsequent owners may retain, sell, lease, or bequeath land covered by a conservation easement at any time, subject to the provisions of the easement. The easement is granted in perpetuity and is binding on all future owners of the land. While the objective is to preserve open space in perpetuity, it is sometimes agreed that conditions may change sufficiently over time to prompt a need or desire to change the conditions of the easements or deed restrictions and that provisions should be made for such change. Any such provisions, however, should make it difficult to subvert or negate the original objective. If changes warrant consideration, the municipality, the members of the association, and any third party holders of easements or restrictions should all agree that it is in the best interests of everyone to revise or modify the easements or restrictions. Accordingly, a provision may be included in the documents concerned providing a procedure for making amendments or revisions.

For example, conservation easements might state that they are valid for 50 years, at the end of which time they shall automatically renew for another 50 years unless all parties concerned agree to amend or revise them.

The land under the protection of a conservation easement remains taxable, although its value as a parcel separate from the value of the homes is diminished. The municipality should not suffer a loss of tax revenue, however, because the value of the homes is enhanced by their location adjacent to permanent open space and thus reflects the value of the open space.

Whether a community association, the local unit of government, or the original landowner owns the common open space in a cluster development, it is recommended that a conservation easement be held by at least one of these parties. A concern related to the use of cluster development is that, at some time in the future, the zoning of a parcel developed as a cluster subdivision or the open space areas of such subdivision may be changed, and the open space may once again be susceptible to development. Although experience indicates that this is not likely to occur, an added protection against development under such a rezoning is for another interested party to hold a conservation easement on the land. The local unit of government can support the use of voluntary conservation easements by adopting a local conservation policy, that identifies the types of features it deems important to protect, such as wetlands, woodlands, agricultural lands, environmental corridors, and steep slopes, and by enacting a resolution that specifically states its support for conservation easements as a means of implementing its planning goals. A municipality may also require that, in the case of open space owned by a community association or retained by the original landowner, a conservation easement be granted to either a conservation organization or, if one cannot be found to accept the easement, to the municipality itself.

Probably the most effective way to assure preservation of the common open space in a cluster subdivision in perpetuity is to have each lot owner in the subdivision also own an undivided interest in the common open space. This would require that all lot owners concerned would have to agree for the open space to be sold and developed. When a community association owns the open space, however, the laws may permit such a decision to be made by a simple majority of the lot owners. For this reason, it is recommended that common open space be owned by the lot owners in the form of an undivided interest, as tenants in common, and not by the community association.

Density Bonus Incentives

Subdivision ordinances with density bonuses allow developers to build more homes, with smaller lot sizes, on a given parcel than would have been allowed under traditional zoning as an incentive to develop conservation subdivisions. This allows for the protection of environmentally sensitive areas while still permitting development to occur on the parcel. Currently, the Village of Caledonia in Racine County implements this tool.

Land Trusts

Land trusts are private, community-based, non-profit organizations established to protect land and water resources for public benefit. Land trusts protect land from uses that harm wildlife habitats, scenic landscapes or open spaces — land with natural, recreational, scenic, historic or productive value to their communities.

Wisconsin is home to more than 50 active land trusts that collectively protect and manage over 200,000 acres with significant ecological, scenic, recreational, agricultural, and historic value. These land conservation organizations range from small groups operated solely by volunteers to large land trusts with multiple professional staff.

Land trusts in Wisconsin vary in the geographic scope of the conservation work they do. Some have identified a specific watershed within which they operate to protect the health and natural functioning of the rivers or lakes that watershed encompasses. Others use a political delineation for their service area like a City, County, or Township. Still others operate within multiple counties or in areas which overlap political boundaries.

Land trusts are run by people who understand what natural resources are important to their community. Land trust board members, staff and volunteers bring a variety of skills to the table. They are involved in real estate, ecology, education, communications, fundraising and management of nonprofit organizations. What these conservationists have in common is an abiding interest in protecting natural resources and preserving our natural heritage. Land trusts are the fastest growing conservation movement in the United States.

When no existing local land trust can be found with an interest in holding conservation easements on common open space, a new land trust may be formed whose mission includes furthering its purposes through the acquisition of common open space in cluster developments, whether as an easement or in the form of ownership. Municipalities can be instrumental in forming such a land trust by working with conservation minded groups to do so.

Purchase of Development Rights (PDR) and Transfer of Development Rights (TDR)

In order to protect open space and farmland from development some Wisconsin municipalities have enacted Purchase of Development Rights (PDR) Programs. These programs are helpful tools for protecting land from development. Under these types of programs a landowner voluntarily sells the development rights of a parcel of land to the City, a land trust or even the State of Wisconsin. By relinquishing the right to develop the landowner is financially compensated. The landowner still owns the land and has all other rights and responsibilities associated with that land. For instance, if a farmer sells his/her development rights he/she still can continue to farm the property, but cannot sell it to a developer or develop it themselves. Typically a conservation easement is placed on the property. That easement document would spell out what the owner (and any future owner) can and cannot do with the land.

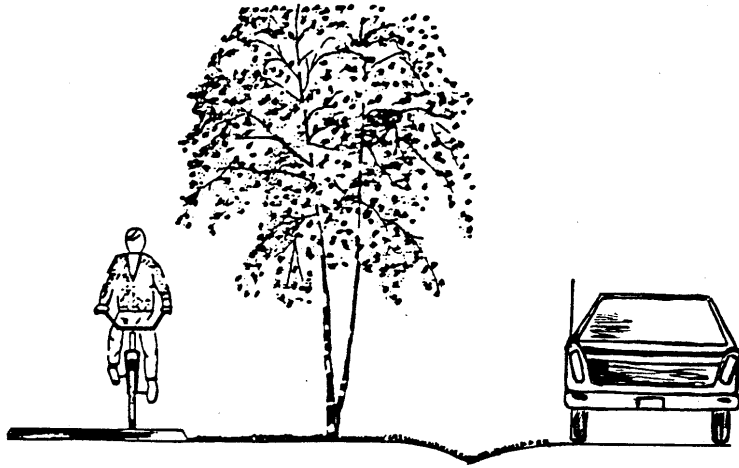
The City of Muskego, Wisconsin recently enacted a PDR program that is financed through a conservation fee assessed for any new development. The fee is a “dedication fee” instead of an impact fee, this allows the City to charge the fee for all new development, not just residential development as is the case with impact fees. The fee is \$580 per acre consumed by the development. The money goes into an account which can be used for the purchase of development rights or the outright purchase of land for preservation.

Transfer of Development Rights (TDR) programs are similar to PDR programs with the owner of a property receiving financial compensation to not develop their property or a portion of their property. However the City, land trust, or other governmental entity does not purchase the rights, a developer does. Under this type of a program a developer purchases one parcel’s development rights and then transfers those rights to another parcel. This allows more development on the second parcel while reducing or preventing development on the originating parcel.

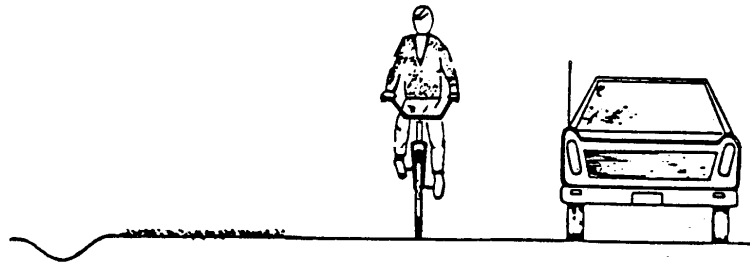
APPENDIX

Appendix A
Illustration of Bike Classifications

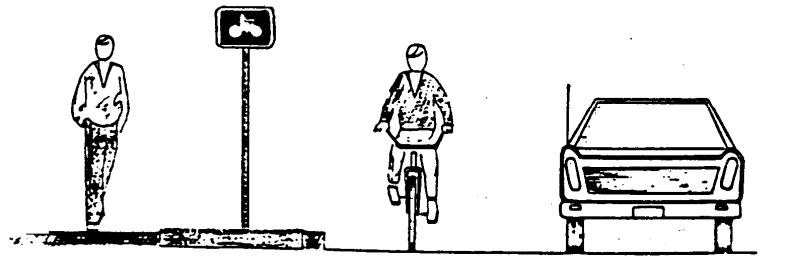
Class I: A separate travel way with minimum contact with vehicular or pedestrian movement.



Class II: A delineated bikeway next to the car lane.



Class III: An undelineated travel way that shares the normal street pavement with other vehicles.



Appendix B
Parks, Recreation and Forestry Commission Approval & Recommendations



OAKCREEK
— WISCONSIN —

MEMO

To: Mayor Steve Scaffidi and Members of the Plan Commission
From: Peter Wagner, Zoning Administrator/Planner
Subject: 2013 Parks & Open Space Plan
Date: December 12, 2013

At the Parks, Recreation, & Forestry Commission meeting on Thursday, October 10, 2013, the Commission approved the proposed 2013 Park and Open Space Plan. The Commission unanimously voted to recommend approval of the plan to the Plan Commission and Common Council recognizing that any funding decisions would be determined by the Common Council. The Park and Open Space Plan will be presented sometime in late November and early December before the Plan Commission and Common Council.

Should you have any questions, please contact me at your convenience.

City of Oak Creek Common Council Report

Meeting Date: December 17, 2013

Item No.: 17

Recommendation: That the Council adopts Resolution No. 11442-121713 to add territory to Tax Increment Financing District No. 11 and to amend the Project Plan for Tax Increment District No. 11.

Background: At the December 10, 2013 Plan Commission meeting, the Commission adopted Resolution 2013-03 for the approval of adding territory (400 W. Forest Hill Ave.) to TID 11 and amendments to the Project Plan.

Tax Increment District No. 11 was created on April 3, 2012 following Plan Commission adoption of Resolution 2012-01, Common Council adoption of Resolution 11229-040312, and Joint Review Board adoption. This District encompasses the land for and lands abutting Drexel Town Square.

Amendments to the Project Plan for TID 11 include:

1. Map 3 - Conceptual Land Uses.
2. Map 4 - Proposed Improvements.
3. Section IV - Detailed List of Estimated Project Costs.
4. Section V - Economic Feasibility Study.

The territory to be added to the TID is the 4.4624-acre parcel behind the Woodman's store (Outlot 1, pond lot). Following the addition of this lot, the total District size will be approximately 120 acres.

The district and project plan are being amended to reflect a refinement in project costs as it relates to potential development incentives for projects within the district.

The purpose of these amendments is to provide for funding eligible project costs, which may include; street improvements, sanitary sewer, stormwater management, water main extensions, street lighting, potential cash grants made by the City to owners or lessees or developers of land located within the District (development incentives), related organizational and administrative costs, and any other eligible project costs permitted by the Tax Incremental Finance law. The eligible project costs for this Project Plan Amendment are estimated at an additional \$3,500,000 for infrastructure and an additional \$13,500,000 (subject to change by the Plan Commission and Council) for cash grants/development incentives.

Fiscal Impact: Per Section IV, Detailed List of Estimated Project Costs, the intentions are that "a) all incentives will be sized to be recoverable from tax increments projected to be generated by that particular development, and; b) that the development that receives the incentive also be projected to generate sufficient tax increment to


contribute to the repayment of infrastructure within the District.” Development within this District will generate taxes for all taxing jurisdictions upon closure of the TID.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11442-121713

**A RESOLUTION BY THE COMMON COUNCIL
MAKING CERTAIN FINDINGS AND APPROVING AMENDMENT NO. 1 TO THE
PROJECT PLAN AND TERRITORY AMENDMENT NO. 1 FOR
TAX INCREMENTAL DISTRICT NO. 11,
CITY OF OAK CREEK, WISCONSIN**

WHEREAS, the overall development of the City of Oak Creek is recognized as a major need of the City; and

WHEREAS, the City on April 3, 2012, adopted Resolution No. 11229-040312 to create Tax Incremental District No. 11, City of Oak Creek, Wisconsin (“District”), as a mixed-use district, in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes (“Tax Increment Law”), in order to provide a viable method of financing the costs of needed public improvements within said District and thereby create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City; and

WHEREAS, the City of Oak Creek Joint Review Board on April 20, 2012, adopted Resolution No. 2012-01 that approved the creation of the District; and

WHEREAS, in order to further the goals contained in the original Project Plan for the District, the City now finds it desirable to amend the District’s territorial boundaries to add additional property to the District as set forth in Exhibit A attached hereto and incorporated herein (“Territory Amendment”), and this is the first territory amendment to the District; and

WHEREAS, the City of Oak Creek desires to amend the Project Plan for the District for the purpose of additions or modifications to the eligible project costs, which may include street improvements, sanitary sewer, stormwater management, water main extensions, street lighting, potential cash grants/developer incentives made by the City to owners or lessees or developers of land located within the District, related organizational and administrative costs, and any other eligible project costs permitted by the Tax Incremental Finance law as set forth in the Amendment No. 1 to Project Plan attached hereto as Exhibit B and incorporated herein (“Project Plan Amendment”); and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on December 10, 2013, after giving proper Class 2 public notice and having a quorum present, held a public hearing concerning the proposed Territory Amendment and Project Plan Amendment during which interested parties from the public were afforded a reasonable opportunity to express their views (“Public Hearing”); and

WHEREAS, prior to its first publication, a copy of the notice of said Public Hearing was sent via first class mail to the chief executive officer of Milwaukee County, the Oak Creek Franklin Joint School District, the Milwaukee Metropolitan Sewerage District, the Milwaukee County Technical College District, and the other entities having the power to levy taxes on property located within the proposed District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, after said Public Hearing, the Plan Commission approved and recommended to the City Common Council that it adopt the Territory Amendment and Project Plan Amendment; and

WHEREAS the Plan Commission has prepared the Project Plan Amendment, attached as Exhibit B and incorporated herein, which includes the following amendments:

1. Map 3, Conceptual Land Uses;
2. Map 4, Proposed Improvements;
3. A detailed list of additional estimated project costs (including infrastructure and cash grants/developer incentives);
4. A project economic feasibility study;
5. An opinion of the City Attorney or of an attorney retained by the City advising the plan is complete and complies with Wisconsin Statutes, Section 66.1105(4)(f); and

WHEREAS, the Plan Commission has submitted the Territory Amendment and the Project Plan Amendment to the City Common Council and recommended approval thereof.

NOW, THEREFORE, BE IT RESOLVED, by the City Common Council of the City of Oak Creek as follows:

- a. That the City Common Council, pursuant to the Tax Increment Law, hereby adopts the Territory Amendment to amend the territorial boundaries of Tax Incremental District No. 11 in the City of Oak Creek to add and include the property set forth in the attached Exhibit A and incorporated herein, and
- b. The City Common Council hereby finds and declares that:
 - a. The Territory Amendment and the Project Plan Amendment are feasible and in conformity with the master plan; and
 - b. Not less than 50% by area of the real property within the District remains suitable for and will directly serve to promote a combination of industrial, commercial, and residential uses, defined as "mixed-use development," within the meaning of Section 66.1105(2)(cm) of the Wisconsin Statutes; and
 - c. Based upon the findings, as stated in (b) above, the District remains a mixed-use district based on the identification, classification, and zoning of the property included within the District and will remain so zoned for mixed uses for the life of the District; and
 - d. The project costs relate to directly serve to promote mixed-use development consistent with the purpose for which the District is created; and
 - e. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District; and

- f. The equalized value of taxable property of the District plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City; and
- g. The City does not estimate that more than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Section 66.1105(6)(am)1. of the Wisconsin Statutes; and
- h. The project costs relate directly to promoting mixed-use development in the District, consistent with the purpose for which the District is created; and
- i. The property to be added in the Territory Amendment is contiguous to the District and will be served by improvements in the District Project Plan.

BE IT FURTHER RESOLVED THAT, the City Common Council of the City of Oak Creek approves the Territory Amendment attached as Exhibit A and incorporated herein and the Project Plan Amendment attached hereto as Exhibit B and incorporated herein, both as recommended and adopted by the Plan Commission, and finds that:

- 1. Such Territory Amendment and Project Plan Amendment to the District in the City are feasible; and
- 2. Such Territory Amendment and Project Plan Amendment are in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT, except as specifically amended by the Territory Amendment or the Project Plan Amendment, the District territory and Project Plan remains unchanged and in full force and effect, except as amended by any and all previous amendments.

BE IT FURTHER RESOLVED THAT, the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for approval of the Territory Amendment and Project Plan Amendment pursuant to the provisions of Section 66.1105(5)(b) of the Wisconsin Statutes.

Adopted this _____ day of _____, 2013.

Stephen Scaffidi, Mayor

Attest:

Catherine Roeske, Clerk

EXHIBIT A

AMENDMENT NO. 1 TO TERRITORY

The description of the territory to be added ("Additional Territory") is:

Outlot 1 of Certified Survey Map No. 7910 being in the Northeast 1/4 of Section 17-5-22 (4.4624 ACS)

The Additional Territory is commonly known as 400 W. Forest Hill Avenue.

The description of the combined Existing Territory and Additional Territory is:

Commencing at the Northwest corner of the Northeast ¼ of Section 17-5-22; thence S00°18'04"E, 65 feet to the point of beginning of the lands to be described:

thence S 89°07'01" E, 2570.94 feet ; thence S 00°33'20" W, 1449.85 feet ; thence N 89°26'40" W, 272.6 feet ; thence southwesterly 24.36 feet along the arc of a curve whose center lies to the South, whose radius is 15.50 feet and whose chord bears S 45°32'20" W, 21.93 feet ; thence S 01°31'21" W, 0.89 feet ; thence N 89°08'27" W, 104.99 feet; thence N 00°30'12" E, 267.39 feet ; thence N 89°29'48" W, 503.03 feet ; thence S 00°30'12" W, 60.77 feet ; thence N 89°29'48" W, 111.68 feet ; thence N 00°30'12" E, 9.00 feet ; thence N 89°28'51" W, 331.17 feet ; thence S 00°30'40" W, 187.72 feet ; thence N 89°26'10" W, 147.17 feet; thence S 00°33'50" W, 253.49 feet; thence N 89°20'23" W, 144.00 feet; thence S 00°39'37" W, 623.62 feet; thence N 89°20'23" W, 80.00 feet; thence S 00°39'37" W, 60.00 feet; thence N 89°20'23" W, 255.41 feet ; thence southwesterly 269.322 feet along the arc of a curve whose center lies to the Southeast, whose radius is 65 feet and whose chord bears S 29°22'51" W, 114.029 feet ; thence S 00°41'14" W, 645.67 feet ; thence southwesterly 878.23 feet along the arc of a curve whose center lies to the southeast, whose radius is 407.32 feet and whose chord bears S 70°33'07 W, 717.73 feet; thence northeasterly, 302.76 feet along the arch of a curve whose center lies to the West, whose radius is 22988.33 feet and whose chord bears N 00°47'41" E, 302.76 feet; thence northeasterly, 47.70 feet along the arc of a curve whose center lies to the West, whose radius is 735.76 feet and whose chord bears N 07°15'01" E, 47.69 feet; thence N 80°14'06" W, 15.53 feet; thence northeasterly, 107.83 feet along the arc of a curve whose center lies to the West, whose radius is 715.88 feet and whose chord bears N 05°26'59" E, 107.73 feet ; thence N 00°00'50" W, 10.00 feet ; thence N 05°13'10" W, 17.07 feet ; thence N 03°28'50" E, 22.63 feet ; thence N 00°00'50" W, 279.70 feet ; thence S 89°28'52" E, 1.62 feet ; thence N 00°08'46" W, 2075.34 feet ; thence northwesterly 193.99 feet along the arc of a curve whose center lies to the West, whose radius is 822.79 feet and whose chord bears N 06°54'02" W, 193.54 feet ; thence N 00°10'30" W, 324.85 feet ; thence S 89°17'21" E, 182.71 feet to the point of beginning. (Contains 120.6 acres)

EXHIBIT B

AMENDMENT NO. 1 TO PROJECT PLAN

[TO BE ATTACHED]

CITY OF OAK CREEK, WISCONSIN

AMENDMENT NO. 1 TO

TAX INCREMENTAL DISTRICT NO. 11

PROJECT PLAN

PREPARED BY:

THE CITY OF OAK CREEK

&

HUTCHINSON, SHOCKEY, ERLEY & CO.

NOVEMBER 21, 2013

INTRODUCTION

Tax Incremental District No. 11 (the "District") was created on April 3, 2012 as a mixed use tax increment district. It is comprised of approximately 116 acres of primarily vacant industrial property with a base value of \$11,835,700. The current total value for 2013 is \$12,858,400.

The District is an area to the west of South Howell Avenue (STH 38) between Drexel Avenue and West Forest Hill Avenue. The District will be an important gateway to the City of Oak Creek with the 2012 completion of a freeway interchange at Drexel Avenue with Interstate 94.

The development is now known as Drexel Town Square and will include city hall and the library, a large format retail store, retail shops, restaurants, apartments, a hotel and other appropriate uses. The purpose of this amendment is to update the cost of infrastructure and developer incentives. Since its creation in 2012 the planning effort has resulted in a better defined project in terms of cost and type of development.

City of Oak Creek Tax Incremental District No. 11 and the supporting project plan are hereby amended as follows:

1. Map 3 Conceptual Land Uses
2. Map 4 Proposed Improvements
3. Section IV Detailed List of Estimated Project Costs
4. Section V Economic Feasibility Study

All other sections of the original Project Plan remain in full force and effect.

SECTION IV

DETAILED LIST OF ESTIMATED PROJECT COSTS

The enclosed Drexel Town Square Infrastructure Budget is a detailed list of project costs and is intended as an update and clarification to the same section in the original Project Plan. Some of these projects will be funded with both taxable and tax exempt bonds but the exact dollar amounts will not be known until the project is completed. For example, mass grading will initially be funded with taxable debt because the grading will benefit private businesses. However, the grading for City Hall and the Library will be eligible for tax exempt financing.

In addition, it is anticipated that developer incentives will be needed to stimulate certain development within the District. The amount of current incentive requests reviewed and tentatively approved by the City is \$8,200,000. It is likely that additional requests for developer incentives will be forthcoming and it is currently the intent of the City to limit that future amount to \$5,300,000. (As part of Section V a debt schedule for \$5,300,000 is included). All developer incentives will be accompanied by the required development agreement and made available to the Joint Review Board and the public. It is also the intention of the City that, a) all incentives will be sized to be recoverable from tax increments projected to be generated by that particular development, and; b) that the development that receives the incentive also be projected to generate sufficient tax increment to contribute to the repayment of infrastructure within the District. As a result, future developer incentives may exceed \$5,300,000 as long as the projects are projected to meet the two stated requirements of paying for the incentive and contributing to the overall repayment of infrastructure costs.



DREXEL TOWN SQUARE



Infrastructure Budget		TYPE	QTY	LABOR		MATERIAL		SUBCONTRACT		7/26/2013	TOTAL
DESCRIPTION	Unit			Total	Unit	Total	Unit	Total			
14 MONTH DURATION		Mo	14								
		Wk	61								
Acres (disturbed)		Ac	85								
BOB CONDITIONS											
Permits (ALLOWANCE)		ls	1		\$0.00		\$0.00	20000	\$20,000.00		\$20,000.00
Field Inspection Fees		ls	1		\$0.00		\$0.00		\$0.00		\$0.00
On-Site Management		Hr	2427	85	\$206,285.08		\$0.00		\$0.00		\$206,285.08
Mileage & Gas		wk	61		\$0.00	35	\$2,123.32		\$0.00		\$2,123.32
Printing, Extra Plans, Specs.		ls	1		\$0.00		\$0.00	3500	\$3,500.00		\$3,500.00
Signs, Posters & Warning Devices		Ls	1		\$0.00		\$0.00	3000	\$3,000.00		\$3,000.00
Site Maintenance		Ls	1		\$0.00		\$0.00	1500	\$1,500.00		\$1,500.00
Prevailing Wage Monitoring (Prism)		mo	16		\$0.00		\$0.00	950	\$16,200.00		\$16,200.00
ENGINEERING/CRAFT											
Engineering Construction Docs & Permitting		ls	1		\$0.00		\$0.00	275000	\$275,000.00		\$275,000.00
Stormwater Management Areas		ls	1		\$0.00		\$0.00	105000	\$105,000.00		\$105,000.00
Wetland Enhancement, Pre-treatment & Bio-swales		ls	1		\$0.00		\$0.00	60000	\$60,000.00		\$60,000.00
Preliminary Transportation Engineering		ls	1		\$0.00		\$0.00	6000	\$6,000.00		\$6,000.00
Streetscapes & Frontages		ls	1		\$0.00		\$0.00	120000	\$120,000.00		\$120,000.00
Alley		ls	1		\$0.00		\$0.00	15000	\$15,000.00		\$15,000.00
Transportation Improvements		ls	1		\$0.00		\$0.00	60000	\$60,000.00		\$60,000.00
Town Square		ls	1		\$0.00		\$0.00	65000	\$65,000.00		\$65,000.00
Reimbursables		ls	1		\$0.00		\$0.00	5000	\$5,000.00		\$5,000.00
SURVEYING/CRAFT											
Geotechnical & Topographic Surveying		ls	1		\$0.00		\$0.00	8750	\$9,750.00		\$9,750.00
Staking & Survey Infrastructure		ls	1		\$0.00		\$0.00	144500	\$144,500.00		\$144,500.00
GEOTECHNICAL											
Additional Borings		ea	40		\$0.00		\$0.00	1100	\$44,000.00		\$44,000.00
Soil & Compaction Testing		Ac	85		\$0.00		\$0.00	775	\$65,875.00		\$65,875.00
Testing Services		ls	1		\$0.00		\$0.00	30000	\$30,000.00		\$30,000.00
1000' EARTHWORK											
Grading (Excludes basins A & B)		cy	250000		\$0.00		\$0.00	4	\$1,120,000.00		\$1,120,000.00
Export		cy	11000		\$0.00		\$0.00	8	\$88,000.00		\$88,000.00
Topsoil Import		cy	9000		\$0.00		\$0.00	30	\$270,000.00		\$270,000.00
Street Frontage - Demolition		ls	1		\$0.00		\$0.00	75000	\$75,000.00		\$75,000.00
Unforeseen Buried Conditions (Contingency)		ls	1		\$0.00		\$0.00	50000	\$50,000.00		\$50,000.00
PAVEMENT											
Asphalt-Crushed Agg. Base Course		tn	13100		\$0.00		\$0.00	18	\$235,800.00		\$235,800.00
6" Asphalt-Type E-1		tn	6000		\$0.00		\$0.00	55	\$330,000.00		\$330,000.00
8" Decorative Concrete Pavements		sy	7250		\$0.00		\$0.00	90	\$652,500.00		\$652,500.00
Concrete Curb&Gutter		lf	12000		\$0.00		\$0.00	20	\$240,000.00		\$240,000.00
Alley - Concrete Curb&Gutter		lf	1000		\$0.00		\$0.00	0	\$0.00		\$0.00
Pavement Markings		lf	12000		\$0.00		\$0.00	1	\$12,000.00		\$12,000.00
Porous Pavers		sy	3000		\$0.00		\$0.00	135	\$405,000.00		\$405,000.00
Alley - Porous Pavers		sy	500		\$0.00		\$0.00	0	\$0.00		\$0.00
Decorative Pavers		sy	2700		\$0.00		\$0.00	150	\$405,000.00		\$405,000.00
Draxal Sidewalk		sy	2400		\$0.00		\$0.00	30	\$72,000.00		\$72,000.00
Howell Sidewalk		sy	850		\$0.00		\$0.00	30	\$25,500.00		\$25,500.00
Streetscape Sidewalk		sy	9601		\$0.00		\$0.00	31	\$297,631.00		\$297,631.00
Street Frontage Detectable Warning Panel		sf	240		\$0.00		\$0.00	30	\$7,200.00		\$7,200.00
Streetscape Sidewalk Ramps w/Det. Wmg Panel		ea	48		\$0.00		\$0.00	2000	\$98,000.00		\$98,000.00
Streetscape Terrace Pavers		sy	3500		\$0.00		\$0.00	150	\$625,000.00		\$625,000.00
Alley - 8" Decorative Concrete Pavers		sy	2400		\$0.00		\$0.00	0	\$0.00		\$0.00
Alley - Crushed Agg. Base Course		tn	1300		\$0.00		\$0.00	0	\$0.00		\$0.00
WEBSITE IMPROVEMENTS											
Monument Sign		ea	2		\$0.00		\$0.00	40000	\$80,000.00		\$80,000.00
Entrance Gateway Sign		ls	1		\$0.00		\$0.00	75000	\$75,000.00		\$75,000.00
Traffic Signage		ls	1		\$0.00		\$0.00	40000	\$40,000.00		\$40,000.00
Bench		ea	20		\$0.00		\$0.00	1500	\$30,000.00		\$30,000.00
Trash Receptacle		ea	20		\$0.00		\$0.00	1200	\$24,000.00		\$24,000.00
Bike Rack		ea	20		\$0.00		\$0.00	850	\$17,000.00		\$17,000.00
Raised Curb for Planters		lf	700		\$0.00		\$0.00	30	\$21,000.00		\$21,000.00
Street Lights (50' oc ea side, 20' std.)		ea	240		\$0.00		\$0.00	4500	\$1,080,000.00		\$1,080,000.00
WETLAND ENHANCEMENT											
East Bio-Swale		ls	1		\$0.00		\$0.00	350700	\$350,700.00		\$350,700.00
Wetland Enhancement Area "A"											
\$2,315,350.00											
Earthwork		ls	1		\$0.00		\$0.00	1781250	\$1,781,250.00		\$1,781,250.00
Utilities		ls	1		\$0.00		\$0.00	45000	\$45,000.00		\$45,000.00
12'x3" Asphalt Path		ls	1		\$0.00		\$0.00	82600	\$82,600.00		\$82,600.00
Amenities		ls	1		\$0.00		\$0.00	100000	\$100,000.00		\$100,000.00
Plantings		ls	1		\$0.00		\$0.00	286500	\$286,500.00		\$286,500.00
Pre-Treatment Pond "B" (Woodman's Expanded)		ls	1		\$0.00		\$0.00	580250	\$580,250.00		\$580,250.00
Pre-Treatment Pond "C" (North)		ls	1		\$0.00		\$0.00	437750	\$437,750.00		\$437,750.00

WOOD/PLANTINGS								
Drexel Street Trees (50' oc)	ea	54	\$0.00	\$0.00	400	\$21,600.00	\$21,600.00	
Howell Street Trees (50' oc)	ea	20	\$0.00	\$0.00	400	\$8,000.00	\$8,000.00	
Streetscape Trees (50' oc)	ea	240	\$0.00	\$0.00	400	\$96,000.00	\$96,000.00	
Soil Amendments	cy	500	\$0.00	\$0.00	30	\$15,000.00	\$15,000.00	
Streetscape - CU Soil	cy	3000	\$0.00	\$0.00	50	\$150,000.00	\$150,000.00	
Street Frontage Terrace - Grass & Sod	sy	2600	\$0.00	\$0.00	9	\$22,500.00	\$22,500.00	
Streetscape Terrace - Grass & Sod	sy	4900	\$0.00	\$0.00	9	\$44,100.00	\$44,100.00	
Public Infrastructure - Plantings	sf	4000	\$0.00	\$0.00	7.5	\$30,000.00	\$30,000.00	
Street Frontage - Plantings	sf	4000	\$0.00	\$0.00	7.5	\$30,000.00	\$30,000.00	
Streetscape - Plantings	sf	7500	\$0.00	\$0.00	7.5	\$56,250.00	\$56,250.00	
WATER								
Water Main	lf	7065	\$0.00	\$0.00	114	\$805,410.00	\$805,410.00	
Water Laterals	lf	605	\$0.00	\$0.00	74	\$37,370.00	\$37,370.00	
Hydrants	ea	14	\$0.00	\$0.00	2000	\$28,000.00	\$28,000.00	
Gate valves	ea	32	\$0.00	\$0.00	1000	\$32,000.00	\$32,000.00	
Hose Bid irrigation connections	lf	1	\$0.00	\$0.00	30000	\$30,000.00	\$30,000.00	
SANITARY								
Sanitary mains	lf	5980	\$0.00	\$0.00	68.25	\$385,820.00	\$385,820.00	
Sanitary manholes	ea	20	\$0.00	\$0.00	4000	\$80,000.00	\$80,000.00	
STORM								
12"-36" Storm Mains	lf	6900	\$0.00	\$0.00	88.75	\$812,375.00	\$812,375.00	
42"-54" Storm Mains	lf	3074	\$0.00	\$0.00	209	\$624,022.00	\$624,022.00	
Storm Manhole	ea	68	\$0.00	\$0.00	3500	\$203,000.00	\$203,000.00	
Storm Catch Basin	ea	82	\$0.00	\$0.00	1500	\$138,000.00	\$138,000.00	
6" Drain Tile	lf	3000	\$0.00	\$0.00	22	\$88,000.00	\$88,000.00	
Alley - 6" Drain Tile	lf	790	\$0.00	\$0.00	0	\$0.00	\$0.00	
Alley - Misc. Storm Sewer	lf	850	\$0.00	\$0.00	0	\$0.00	\$0.00	
GAS/HEATING/COOLING UTILITIES								
Natural Gas	lf	1	\$0.00	\$0.00	60000	\$60,000.00	\$60,000.00	
Above WE Energies Budget Quote 7-16-2013			\$0.00	\$0.00		\$0.00	\$0.00	
ELECTRICAL UTILITIES								
Electric Transmission & Distribution	lf	1	\$0.00	\$0.00	525650	\$525,650.00	\$525,650.00	
Bury West Overhead Lines	lf	1	\$0.00	\$0.00	463800	\$463,800.00	\$463,800.00	
Bury Drexel Overhead Lines	lf	1	\$0.00	\$0.00	145900	\$145,900.00	\$145,900.00	
Above WE Energies Budget Quote 7-16-2013			\$0.00	\$0.00		\$0.00	\$0.00	
COMMUNICATION UTILITIES								
Communication & Cable Distribution	lf	4800	\$0.00	\$0.00	20	\$96,000.00	\$96,000.00	
ROW IMPROVEMENT								
Howell Access ROW & Signal	lf	1	\$0.00	\$0.00	545000	\$545,000.00	\$545,000.00	
Other Howell ROW Improvements	lf	1	\$0.00	\$0.00	780000	\$780,000.00	\$780,000.00	
Drexel/ 6th Street & Signal	lf	1	\$0.00	\$0.00	381000	\$381,000.00	\$381,000.00	
Drexel/ Main Street	lf	1	\$0.00	\$0.00	163600	\$163,600.00	\$163,600.00	
Drexel Rt. Turn Lanes to DTS	lf	1	\$0.00	\$0.00	190000	\$190,000.00	\$190,000.00	
Drexel/ East Drive & Signal	lf	1	\$0.00	\$0.00	379500	\$379,500.00	\$379,500.00	
Drexel Median Changes	lf	1	\$0.00	\$0.00	298500	\$298,500.00	\$298,500.00	
OFFSITE North Drexel ROW Improvements	lf	1	\$0.00	\$0.00	50000	\$50,000.00	\$50,000.00	
GENERAL								
Town Square Development	lf	1	\$0.00	\$0.00	1500000	\$1,500,000.00	\$1,500,000.00	
SUBTOTAL						\$2,705,400.00	\$2,705,400.00	
General Construction Liability Insurance (.05%)							\$91,272.21	
Construction Management Fee (3.25%)							\$596,236.69	
Contingency (10%)							\$2,024,678.14	
TOTAL BUDGET of Proposal								\$5,326,314.84

Exclusions:

- 1 City of Oak Creek Inspections.
- 2 Architectural Site Design Fees
- 3 Soft Costs
- 4 Alley Costs (\$394,400.00)

Clarifications:

- 1 An Allowance of \$20,000.00 for Permits is included above.
- 2 An Allowance of \$50,000.00 for any additional subsurface removals.
- 3 An Allowance of \$98,000.00 for Tele-Communication distribution.

SECTION V

ECONOMIC FEASIBILITY

The estimated total tax increments are \$64,667,655. It is the intention of the City to maintain the annual tax increment at 1.25x annual debt service. This will assure that on an annual basis there is sufficient tax increment and will allow for fluctuations in value or tax rate to ensure that the District is self sufficient. It is estimated that total debt service will be \$55,628,113 after the City maintains the annual tax increment at 1.25x annual debt service.

The unallocated tax increments total \$9,039,542 which is sufficient to cover the estimated additional incentive cost of \$5,300,000, if it occurs.

**CITY OF OAK CREEK ·
DREXEL TOWN SQUARE
TAX INCREMENT PROJECTION**

<u>YEAR</u>	<u>INCREMENTAL VALUE</u>	<u>TAX RATE</u>	<u>TAX INCREMENT</u>
2015	\$ 46,931,800	\$23.14	-0-
2016	89,159,100	23.14	\$1,086,001
2017	112,130,800	23.14	2,063,141
2018	159,410,000	23.14	2,594,706
2019	162,598,200	23.14	3,688,747
2020	165,850,100	23.14	3,762,522
2021	169,167,100	23.14	3,833,771
2022	172,550,500	23.14	3,914,526
2023	176,001,500	23.14	3,992,818
2024	179,521,500	23.14	4,072,674
2025	183,111,900	23.14	4,154,127
2026	186,774,200	23.14	4,237,209
2027	190,509,700	23.14	4,321,954
2028	194,319,900	23.14	4,408,394
2029	198,206,300	23.14	4,496,562
2030	202,170,400	23.14	4,586,493
2031	206,213,800	23.14	4,678,223
2032	210,338,100	23.14	<u>4,771,787</u>
TOTAL			\$64,667,655

CITY OF OAK CREEK
DREXEL TOWN SQUARE
\$22,300,000 TAXABLE NOTES

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/19/2013	-	-	-	-	-
05/01/2014	-	-	163,068.75	163,068.75	-
11/01/2014	-	-	181,187.50	181,187.50	344,256.25
05/01/2015	-	-	181,187.50	181,187.50	-
11/01/2015	22,300,000.00	1.625%	181,187.50	22,481,187.50	22,662,375.00
Total	\$22,300,000.00	-	\$706,631.25	\$23,006,631.25	-

Yield Statistics

Bond Year Dollars	\$43,485.00
Average Life	1.950 Years
Average Coupon	1.6250000%
Net Interest Cost (NIC)	1.6707871%
True Interest Cost (TIC)	1.6718869%
Bond Yield for Arbitrage Purposes	0.7504583%
All Inclusive Cost (AIC)	1.6718869%

IRS Form 8038

Net Interest Cost	0.9671822%
Weighted Average Maturity	1.950 Years

DREXEL TWN SQ. \$20.8 SHOR | SINGLE PURPOSE | 10/1/2013 | 2:20 PM

CITY OF OAK CREEK

DREXEL TOWN SQUARE

\$13,375,000 TAX EXEMPT BONDS

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
10/01/2015	-	-	-	-	-
04/01/2016	-	-	209,187.50	209,187.50	-
10/01/2016	-	-	209,187.50	209,187.50	418,375.00
04/01/2017	-	-	209,187.50	209,187.50	-
10/01/2017	250,000.00	1.000%	209,187.50	459,187.50	668,375.00
04/01/2018	-	-	207,937.50	207,937.50	-
10/01/2018	300,000.00	1.000%	207,937.50	507,937.50	715,875.00
04/01/2019	-	-	206,437.50	206,437.50	-
10/01/2019	350,000.00	1.250%	206,437.50	556,437.50	762,875.00
04/01/2020	-	-	204,250.00	204,250.00	-
10/01/2020	450,000.00	1.500%	204,250.00	654,250.00	858,500.00
04/01/2021	-	-	200,875.00	200,875.00	-
10/01/2021	500,000.00	1.750%	200,875.00	700,875.00	901,750.00
04/01/2022	-	-	196,500.00	196,500.00	-
10/01/2022	550,000.00	2.000%	196,500.00	746,500.00	943,000.00
04/01/2023	-	-	191,000.00	191,000.00	-
10/01/2023	700,000.00	2.500%	191,000.00	891,000.00	1,082,000.00
04/01/2024	-	-	182,250.00	182,250.00	-
10/01/2024	800,000.00	2.750%	182,250.00	982,250.00	1,164,500.00
04/01/2025	-	-	171,250.00	171,250.00	-
10/01/2025	850,000.00	3.000%	171,250.00	1,021,250.00	1,192,500.00
04/01/2026	-	-	158,500.00	158,500.00	-
10/01/2026	900,000.00	3.000%	158,500.00	1,058,500.00	1,217,000.00
04/01/2027	-	-	145,000.00	145,000.00	-
10/01/2027	950,000.00	3.250%	145,000.00	1,095,000.00	1,240,000.00
04/01/2028	-	-	129,562.50	129,562.50	-
10/01/2028	1,175,000.00	3.500%	129,562.50	1,304,562.50	1,434,125.00
04/01/2029	-	-	109,000.00	109,000.00	-
10/01/2029	1,275,000.00	3.500%	109,000.00	1,384,000.00	1,493,000.00
04/01/2030	-	-	86,687.50	86,687.50	-
10/01/2030	1,375,000.00	3.750%	86,687.50	1,461,687.50	1,548,375.00
04/01/2031	-	-	60,906.25	60,906.25	-
10/01/2031	1,425,000.00	4.000%	60,906.25	1,485,906.25	1,546,812.50
04/01/2032	-	-	32,406.25	32,406.25	-
10/01/2032	1,525,000.00	4.250%	32,406.25	1,557,406.25	1,589,812.50
Total	\$13,375,000.00	-	\$5,401,875.00	\$18,776,875.00	-

CITY OF OAK CREEK
DREXEL TOWN SQUARE
\$13,375,000 TAX EXEMPT BONDS

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$156,975.00
Average Life	11.736 Years
Average Coupon	3.4412327%
Net Interest Cost (NIC)	3.4412327%
True Interest Cost (TIC)	3.4028732%
Bond Yield for Arbitrage Purposes	3.1700296%
All Inclusive Cost (AIC)	3.4028732%
IRS Form 8038	
Net Interest Cost	3.1723962%
Weighted Average Maturity	11.758 Years

DREXEL TWN SQ. \$12,480 to | SINGLE PURPOSE | 10/1/2013 | 2:15 PM

CITY OF OAK CREEK
DREXEL TOWN SQUARE
\$8,925,000 TAXABLE BONDS

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2015	-	-	-	-	-
04/01/2016	-	-	185,375.00	185,375.00	-
10/01/2016	-	-	185,375.00	185,375.00	370,750.00
04/01/2017	-	-	185,375.00	185,375.00	-
10/01/2017	175,000.00	1.000%	185,375.00	360,375.00	545,750.00
04/01/2018	-	-	184,500.00	184,500.00	-
10/01/2018	225,000.00	1.250%	184,500.00	409,500.00	594,000.00
04/01/2019	-	-	183,093.75	183,093.75	-
10/01/2019	275,000.00	1.750%	183,093.75	458,093.75	641,187.50
04/01/2020	-	-	180,687.50	180,687.50	-
10/01/2020	325,000.00	2.250%	180,687.50	505,687.50	686,375.00
04/01/2021	-	-	177,031.25	177,031.25	-
10/01/2021	375,000.00	2.750%	177,031.25	552,031.25	729,062.50
04/01/2022	-	-	171,875.00	171,875.00	-
10/01/2022	425,000.00	3.250%	171,875.00	596,875.00	768,750.00
04/01/2023	-	-	164,968.75	164,968.75	-
10/01/2023	475,000.00	3.500%	164,968.75	639,968.75	804,937.50
04/01/2024	-	-	156,656.25	156,656.25	-
10/01/2024	550,000.00	4.000%	156,656.25	706,656.25	863,312.50
04/01/2025	-	-	145,656.25	145,656.25	-
10/01/2025	600,000.00	4.000%	145,656.25	745,656.25	891,312.50
04/01/2026	-	-	133,656.25	133,656.25	-
10/01/2026	650,000.00	4.250%	133,656.25	783,656.25	917,312.50
04/01/2027	-	-	119,843.75	119,843.75	-
10/01/2027	700,000.00	4.500%	119,843.75	819,843.75	939,687.50
04/01/2028	-	-	104,093.75	104,093.75	-
10/01/2028	750,000.00	4.750%	104,093.75	854,093.75	958,187.50
04/01/2029	-	-	86,281.25	86,281.25	-
10/01/2029	775,000.00	4.750%	86,281.25	861,281.25	947,562.50
04/01/2030	-	-	67,875.00	67,875.00	-
10/01/2030	825,000.00	5.000%	67,875.00	892,875.00	960,750.00
04/01/2031	-	-	47,250.00	47,250.00	-
10/01/2031	875,000.00	5.250%	47,250.00	922,250.00	969,500.00
04/01/2032	-	-	24,281.25	24,281.25	-
10/01/2032	925,000.00	5.250%	24,281.25	949,281.25	973,562.50
Total	\$8,925,000.00	-	\$4,637,000.00	\$13,562,000.00	-

CITY OF OAK CREEK
DREXEL TOWN SQUARE
\$8,925,000 TAXABLE BONDS

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$101,975.00
Average Life	11.426 Years
Average Coupon	4.5471929%
Net Interest Cost (NIC)	4.5471929%
True Interest Cost (TIC)	4.4894766%
Bond Yield for Arbitrage Purposes	4.2685613%
All Inclusive Cost (AIC)	4.4894766%
IRS Form 8038	
Net Interest Cost	4.2897488%
Weighted Average Maturity	11.433 Years

CITY OF OAK CREEK
DREXEL TOWN SQUARE
DEVELOPER INCENTIVES

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/01/2014	-	-	-	-	-
10/01/2014	-	-	82,000.00	82,000.00	82,000.00
04/01/2015	-	-	82,000.00	82,000.00	-
10/01/2015	-	-	82,000.00	82,000.00	164,000.00
04/01/2016	-	-	82,000.00	82,000.00	-
10/01/2016	8,200,000.00	2.000%	82,000.00	8,282,000.00	8,364,000.00
Total	\$8,200,000.00	-	\$410,000.00	\$8,610,000.00	-

Yield Statistics

Bond Year Dollars	\$20,500.00
Average Life	2.500 Years
Average Coupon	2.0000000%

Net Interest Cost (NIC)	2.0000000%
True Interest Cost (TIC)	2.0000000%
Bond Yield for Arbitrage Purposes	2.0000000%
All Inclusive Cost (AIC)	2.0000000%

IRS Form 8038

Net Interest Cost	2.0000000%
Weighted Average Maturity	2.500 Years

CITY OF OAK CREEK
DREXEL TOWN SQUARE
DEVELOPER INCENTIVES LONG TERM BOND

Debt Service Schedule

Part 2 of 2

Yield Statistics

<u>Bond Year Dollars</u>	<u>\$86,200.00</u>
<u>Average Life</u>	<u>10.512 Years</u>
<u>Average Coupon</u>	<u>4.5981729%</u>
<u>Net Interest Cost (NIC)</u>	<u>4.5981729%</u>
<u>True Interest Cost (TIC)</u>	<u>4.5451425%</u>
<u>Bond Yield for Arbitrage Purposes</u>	<u>4.5451425%</u>
<u>All Inclusive Cost (AIC)</u>	<u>4.5451425%</u>
IRS Form 8038	
<u>Net Interest Cost</u>	<u>4.5981729%</u>
<u>Weighted Average Maturity</u>	<u>10.512 Years</u>

DREXEL TWN SQ. DEVELOPER | SINGLE PURPOSE | 10/1/2013 | 2:43 PM

CITY OF OAK CREEK
DREXEL TOWN SQUARE
DEVELOPER INCENTIVES LONG TERM BOND

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/01/2016	-	-	-	-	-
03/01/2017	-	-	171,125.00	171,125.00	-
09/01/2017	150,000.00	1.000%	171,125.00	321,125.00	492,250.00
03/01/2018	-	-	170,375.00	170,375.00	-
09/01/2018	200,000.00	1.250%	170,375.00	370,375.00	540,750.00
03/01/2019	-	-	169,125.00	169,125.00	-
09/01/2019	250,000.00	1.750%	169,125.00	419,125.00	588,250.00
03/01/2020	-	-	166,937.50	166,937.50	-
09/01/2020	300,000.00	2.250%	166,937.50	466,937.50	633,875.00
03/01/2021	-	-	163,562.50	163,562.50	-
09/01/2021	350,000.00	2.750%	163,562.50	513,562.50	677,125.00
03/01/2022	-	-	158,750.00	158,750.00	-
09/01/2022	375,000.00	3.250%	158,750.00	533,750.00	692,500.00
03/01/2023	-	-	152,656.25	152,656.25	-
09/01/2023	425,000.00	3.500%	152,656.25	577,656.25	730,312.50
03/01/2024	-	-	145,218.75	145,218.75	-
09/01/2024	475,000.00	4.000%	145,218.75	620,218.75	765,437.50
03/01/2025	-	-	135,718.75	135,718.75	-
09/01/2025	525,000.00	4.000%	135,718.75	660,718.75	796,437.50
03/01/2026	-	-	125,218.75	125,218.75	-
09/01/2026	600,000.00	4.250%	125,218.75	725,218.75	850,437.50
03/01/2027	-	-	112,468.75	112,468.75	-
09/01/2027	650,000.00	4.500%	112,468.75	762,468.75	874,937.50
03/01/2028	-	-	97,843.75	97,843.75	-
09/01/2028	700,000.00	4.750%	97,843.75	797,843.75	895,687.50
03/01/2029	-	-	81,218.75	81,218.75	-
09/01/2029	725,000.00	4.750%	81,218.75	806,218.75	887,437.50
03/01/2030	-	-	64,000.00	64,000.00	-
09/01/2030	775,000.00	5.000%	64,000.00	839,000.00	903,000.00
03/01/2031	-	-	44,625.00	44,625.00	-
09/01/2031	825,000.00	5.250%	44,625.00	869,625.00	914,250.00
03/01/2032	-	-	22,968.75	22,968.75	-
09/01/2032	875,000.00	5.250%	22,968.75	897,968.75	920,937.50
Total	\$8,288,000.00	-	\$3,963,625.00	\$12,163,625.00	-

DREXEL TWN SQ. DEVELOPER | SINGLE PURPOSE | 10/1/2015 | 2:49 PM

Hutchinson, Shockey, Erley & Co.
 Bond Counsel

Page 4

CITY OF OAK CREEK**DREXEL TOWN SQUARE****\$5,300,000 ADDITIONAL INCENTIVES****Debt Service Schedule**

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2016	-	-	-	-	-
04/01/2017	-	-	105,937.50	105,937.50	-
10/01/2017	200,000.00	1.000%	105,937.50	305,937.50	411,875.00
04/01/2018	-	-	104,937.50	104,937.50	-
10/01/2018	200,000.00	1.250%	104,937.50	304,937.50	409,875.00
04/01/2019	-	-	103,687.50	103,687.50	-
10/01/2019	225,000.00	1.750%	103,687.50	328,687.50	432,375.00
04/01/2020	-	-	101,718.75	101,718.75	-
10/01/2020	225,000.00	2.250%	101,718.75	326,718.75	428,437.50
04/01/2021	-	-	99,187.50	99,187.50	-
10/01/2021	225,000.00	2.750%	99,187.50	324,187.50	423,375.00
04/01/2022	-	-	96,093.75	96,093.75	-
10/01/2022	250,000.00	3.250%	96,093.75	346,093.75	442,187.50
04/01/2023	-	-	92,031.25	92,031.25	-
10/01/2023	275,000.00	3.500%	92,031.25	367,031.25	459,062.50
04/01/2024	-	-	87,218.75	87,218.75	-
10/01/2024	325,000.00	4.000%	87,218.75	412,218.75	499,437.50
04/01/2025	-	-	80,718.75	80,718.75	-
10/01/2025	325,000.00	4.000%	80,718.75	405,718.75	486,437.50
04/01/2026	-	-	74,218.75	74,218.75	-
10/01/2026	350,000.00	4.250%	74,218.75	424,218.75	498,437.50
04/01/2027	-	-	66,781.25	66,781.25	-
10/01/2027	375,000.00	4.500%	66,781.25	441,781.25	508,562.50
04/01/2028	-	-	58,343.75	58,343.75	-
10/01/2028	425,000.00	4.750%	58,343.75	483,343.75	541,687.50
04/01/2029	-	-	48,250.00	48,250.00	-
10/01/2029	425,000.00	4.750%	48,250.00	473,250.00	521,500.00
04/01/2030	-	-	38,156.25	38,156.25	-
10/01/2030	450,000.00	5.000%	38,156.25	488,156.25	526,312.50
04/01/2031	-	-	26,906.25	26,906.25	-
10/01/2031	500,000.00	5.250%	26,906.25	526,906.25	553,812.50
04/01/2032	-	-	13,781.25	13,781.25	-
10/01/2032	525,000.00	5.250%	13,781.25	538,781.25	552,562.50
Total	\$5,300,000.00	-	\$2,395,937.50	\$7,695,937.50	-

CITY OF OAK CREEK
DREXEL TOWN SQUARE

YEAR	TAX EXEMPT	TAXABLE	DEVELOP INCTV	TOTAL	X 1.25
2016	418,375	370,750		789,125	986,406.25
2017	668,375	545,750	492,250	1,706,375	2,132,968.8
2018	715,875	594,000	540,750	1,850,625	2,313,281.3
2019	762,875	641,187	588,250	1,992,312	2,490,390
2020	858,500	686,375	633,875	2,178,750	2,723,437.5
2021	901,750	729,062	677,125	2,307,937	2,884,921.3
2022	943,000	768,750	692,500	2,404,250	3,005,312.5
2023	1,082,000	804,937	730,312	2,617,249	3,271,561.3
2024	1,164,500	863,312	765,437	2,793,249	3,491,561.3
2025	1,192,500	891,312	796,437	2,880,249	3,600,311.3
2026	1,217,000	917,312	850,437	2,984,749	3,730,936.3
2027	1,240,000	939,687	874,937	3,054,624	3,818,280
2028	1,434,125	958,187	895,687	3,287,999	4,109,998.8
2029	1,493,000	947,562	887,437	3,327,999	4,159,998.8
2030	1,548,375	960,750	903,000	3,412,125	4,265,156.3
2031	1,546,812	969,500	914,250	3,430,562	4,288,202.5
2032	1,589,812	973,562	920,937	3,484,311	4,355,388.8
					55,628,113

December 9, 2013

Mayor Stephen Scaffidi
and Members of the Common Council
City of Oak Creek
8640 S. Howell Avenue
Oak Creek, WI 53154

RE: City of Oak Creek, Amendment No. 1 to Tax Incremental District No. 11 Project Plan

Dear Mayor Scaffidi and Members of the Common Council:

We have acted as special counsel to the City of Oak Creek in connection with the preparation of Amendment No. 1 to Tax Incremental District No. 11 Project Plan (the "Amendment") and the adoption of the Amendment. In that capacity we have reviewed the Project Plan for Tax Incremental District No. 11, as amended by the Amendment (the "Project Plan"), examined the proceedings in connection with the approval of the Project Plan, and reviewed pertinent statutory provisions including Section 66.1105 of the Wisconsin Statutes. We have not been engaged to, nor have we undertaken to, verify the accuracy of the assumptions, estimates, or financial projections contained in the Project Plan or the financial feasibility of the Project Plan and express no opinion relating to those items.

Based upon our examination and review, and in reliance on the accuracy of the statements set forth in the Project Plan, we are of the opinion that the Project Plan is complete and is in compliance with Section 66.1105 of the Wisconsin Statutes.

This opinion is being provided solely for the purpose of complying with the requirements of Section 66.1105(4)(f) of the Wisconsin Statutes, and is being rendered solely for the benefit of the City of Oak Creek, Wisconsin. This opinion may not be used or relied upon for any other purpose or relied upon by any other party without our prior written consent.

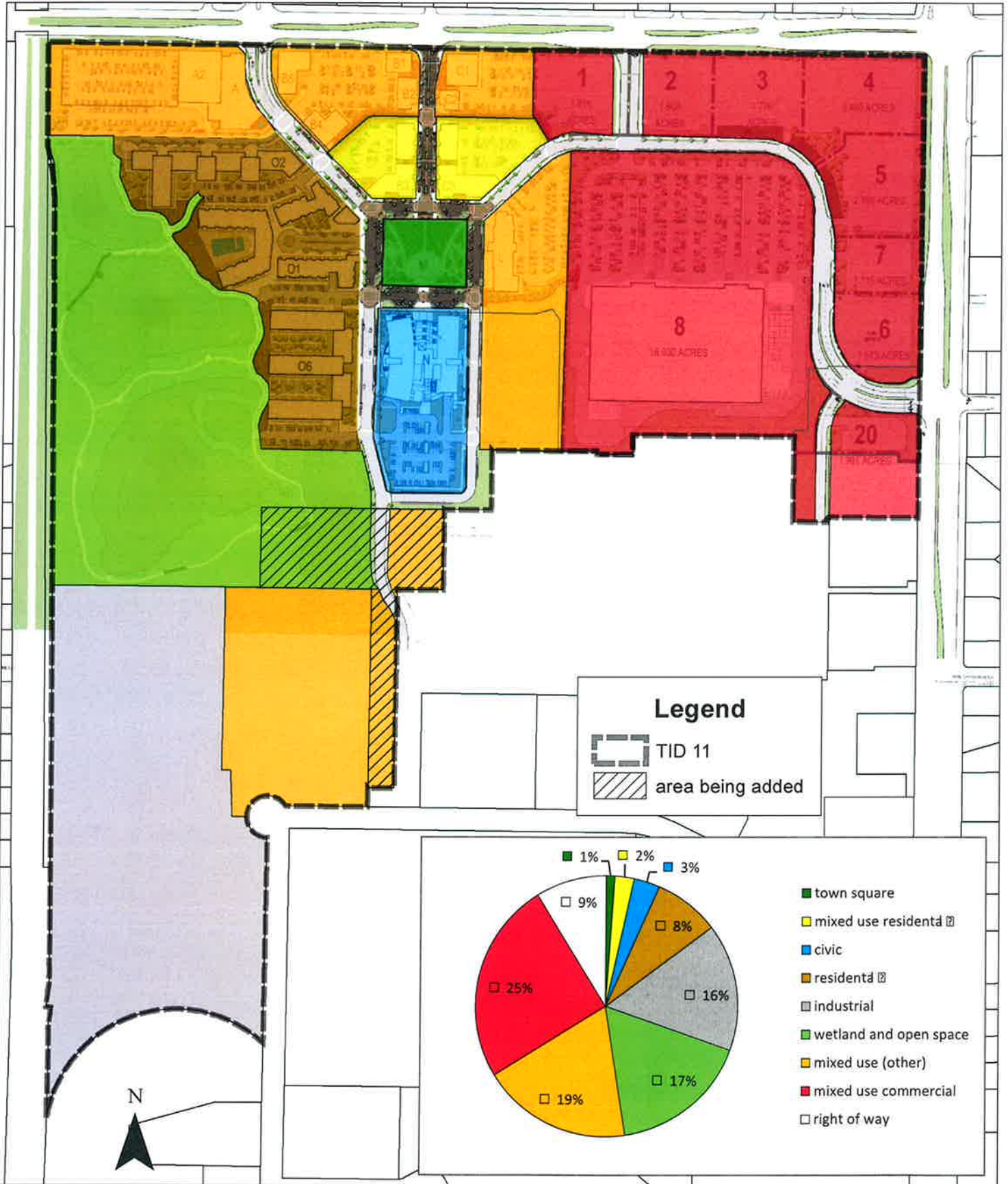
Very truly yours,

GODFREY & KAHN, S.C.

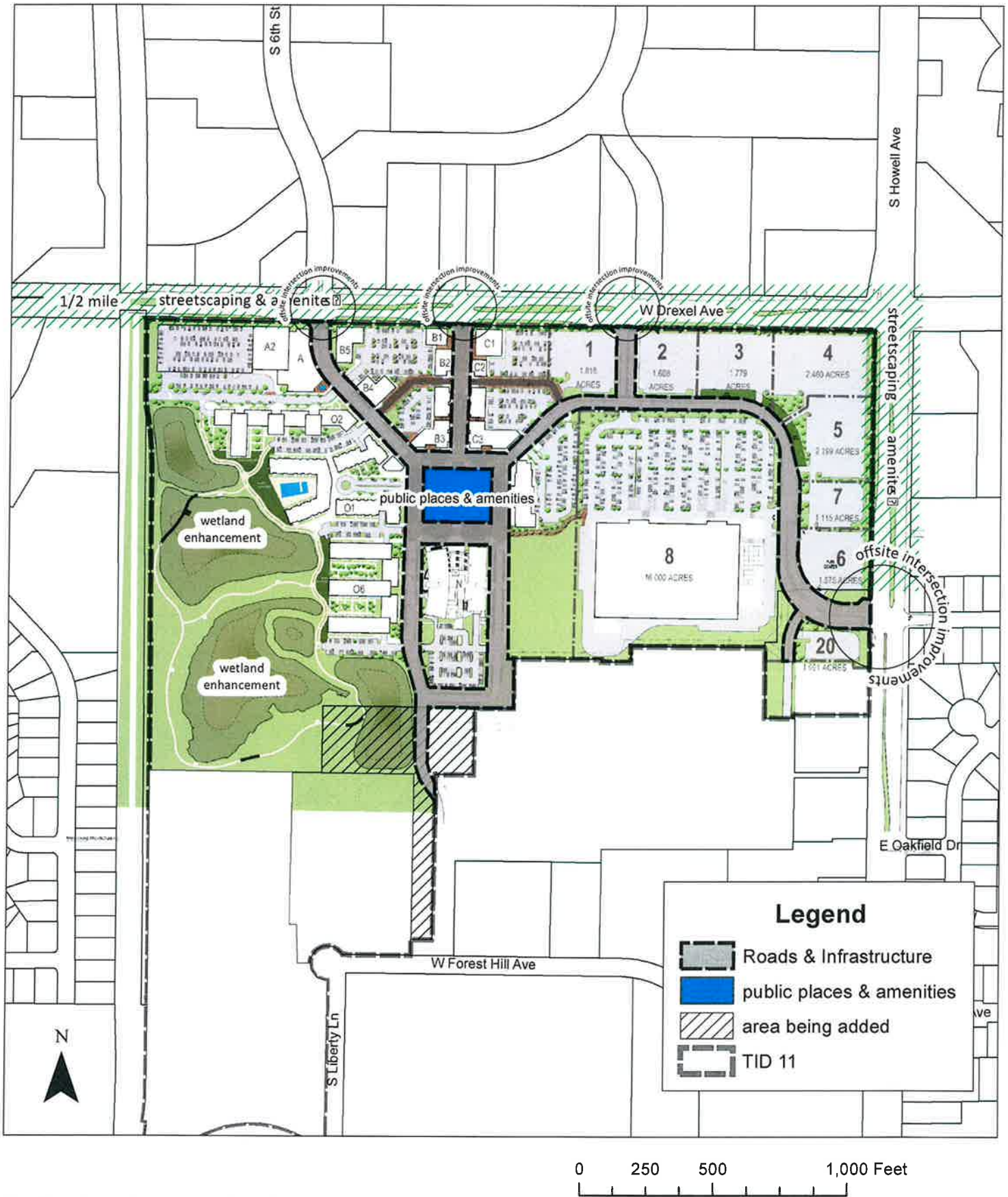
Michael J. Dwyer

MJD:jw
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Map 3 TIF #11 - Conceptual Land Uses



Map 4 TIF #11 - Proposed Improvements



City of Oak Creek Common Council Report

Meeting Date: December 17, 2013

Item No.: 18

Recommendation: That the Council hold Resolution No. 11441-121713 vacating a portion of the E. Forest Hill Avenue right-of-way.

Background: A request was made in 2012 by the owner of 1101 E. Forest Hill Avenue to vacate a portion of the unimproved right-of-way between his property and 931 E. Forest Hill Avenue. The owner would like to complete the vacation process at this time.

The area to be vacated is approximately 80 feet in width at its widest and tapers toward the east south of 1101 E. Forest Hill Avenue. Originally this right-of-way was intended to connect to Puetz Road; however, the lands are now part of the Oak Leaf Trail and were removed from the official map. An officially-mapped north-south street exists to the east of the Applicant's property that, once constructed, will connect E. Forest Hill Avenue to Puetz Road. Once vacated, the lands will be distributed to the property owners abutting each side of the right-of-way. No utilities exist within the right-of-way, so no additional easements will be needed.

Staff raised a concern for trail safety considering the proximity of the proposed area to be vacated to the bike trail in terms of the potential for a residential driveway onto E. Forest Hill Avenue. Staff recommended, and the Plan Commission approved, an access restriction along the entire width of the former right-of-way. The Plan Commission recommends approval with this access restriction.

This resolution is only being introduced this evening. The public hearing will be held on February 4, 2014. The Council may act on the resolution at that time.

Fiscal Impact: This vacation will return the right-of-way to private ownership. There are currently homes on three of the four affected parcels and no plans for further development. Therefore, there is no fiscal impact at this time.

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. 11441-121713

RESOLUTION VACATING AND DISCONTINUING A PART OF A
PUBLIC STREET IN THE CITY OF OAK CREEK
(Between 931 and 1101 E. Forest Hill Avenue in the SE ¼ of Section 16-5-22)
(3rd Aldermanic District)

WHEREAS the public interest requires that a part of a public street in the City of Oak Creek, Milwaukee County, Wisconsin, be discontinued and vacated, the legal description of the street being:

Dedicated Public Street lands on Certified Survey Map No. 5717 and being a part of the Northwest ¼ of the Southeast ¼ Section 16, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of the of said Southeast ¼; thence N89°21'22"E along the North line of said Southeast ¼ a distance of 398.22 feet; thence S00°36'38"W a distance of 40.01 feet; thence N89°21'22"E a distance of 208.18 feet to the point of beginning of the description; thence Southeasterly 23.83 feet along the arc of a 15 foot radius concave curve whose chord bears S45°07'46"E, 21.40 feet; thence S00°23'29"W a distance of 106.76 feet; thence S21°15'54"E a distance of 327.71 feet; thence Northerly 220.18 feet along the arc of a 580.00 foot radius convex curve whose chord bears N10°23'21"W a distance of 218.86 feet; thence N00°23'29"E a distance of 198.32 feet; thence Northeasterly 23.29 feet along a 15 foot radius concave curve whose chord bears N44°52'15"E, a distance of 21.02 feet; thence N89°21'31"W along the southerly right-of-way line of E. Forest Hill Avenue distance of 110.02 feet to the point of beginning.

provided that pursuant to Section 66.1005 Wis. Stats. such vacation shall not terminate the easements acquired and the rights of the public in any of the underground structures, improvements or services as enumerated or otherwise existing in said public way and in said description of lands hereinbefore described, but such easements and rights and all rights of entrance, maintenance, construction and repair with reference thereto shall continue as if such public way had not been vacated.

and,

WHEREAS it appears that this resolution was introduced before the Common Council of the City of Oak Creek pursuant to Wis. Stats. Sec. 66.1003(4)(a) on December 17, 2013 and a Notice of Public Hearing was published in the Oak Creek NOW, the official City newspaper on December 26, 2013, January 2, 2014 and January 9, 2014, that a copy of said Notice was duly served on the following property owners in accordance with Wisconsin State Statutes:

OWNER	PROPERTY ADDRESS
Omar & Aliceann Barasneh	931 E. Forest Hill Ave., Oak Creek, WI 53154
Omar & Aliceann Barasneh	1101 E. Forest Hill Ave., Oak Creek, WI 53154
James Iglinski & Shelley Jaeck-Iglinski	8341 S. Benjamin Dr., Oak Creek, WI 53154
Sherri Swerdlow	8343 S. Benjamin Dr., Oak Creek, WI 53154
Larry & Sandra Deford	8355 S. Benjamin Dr., Oak Creek, WI 53154
Milwaukee County	915 & 925 E. Forest Hill Ave., Oak Creek, WI 53154 (Mailing address: 901 N. 9 th St., Milwaukee, WI 53233)

and it further appears that no sufficient written objection to said discontinuance and vacation was filed with the City Clerk; and it appears that a public hearing was held before the Common Council of the City of Oak Creek on the 4th day of February, 2014 at 7:00 p.m.; and

WHEREAS, A Notice of Pendency of Application to Vacate in the above matter was filed with the Register of Deeds for Milwaukee County, Wisconsin on the 16th day of December, 2013 and a report was received by the Plan Commission, all as required by law, and

NOW THEREFORE, in accordance with the authority vested in the Common Council by Section 66.1003(4)(a) of the Wisconsin Statutes,

BE IT RESOLVED by the Common Council of the City of Oak Creek that the following public street legally described as:

Dedicated Public Street lands on Certified Survey Map No. 5717 and being a part of the Northwest ¼ of the Southeast ¼ Section 16, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of the of said Southeast ¼; thence N89°21'22"E along the North line of said Southeast ¼ a distance of 398.22 feet; thence S00°36'38"W a distance of 40.01 feet; thence N89°21'22"E a distance of 208.18 feet to the point of beginning of the description; thence Southeasterly 23.83 feet along the arc of a 15 foot radius concave curve whose chord bears S45°07'46"E, 21.40 feet; thence S00°23'29"W a distance of 106.76 feet; thence S21°15'54"E a distance of 327.71 feet; thence Northerly 220.18 feet along the arc of a 580.00 foot radius convex curve whose chord bears N10°23'21"W a distance of 218.86 feet; thence N00°23'29"E a distance of 198.32 feet; thence Northeasterly 23.29 feet along a 15 foot radius concave curve whose chord bears N44°52'15"E, a distance of 21.02 feet; thence N89°21'31"W along the southerly right-of-way line of E. Forest Hill Avenue distance of 110.02 feet to the point of beginning.

provided that pursuant to Section 66.1005 Wis. Stats. such vacation shall not terminate the easements acquired and the rights of the public in any of the underground structures, improvements or services as enumerated or otherwise existing in said public way and in said description of lands hereinbefore described, but such easements and rights and all rights of entrance, maintenance, construction and repair with reference thereto shall continue as if such public way had not been vacated.

be and the same are hereby discontinued and vacated.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held the 17th day of December, 2013.

Passed and adopted this ____ day of _____, 2014.

President, Common Council

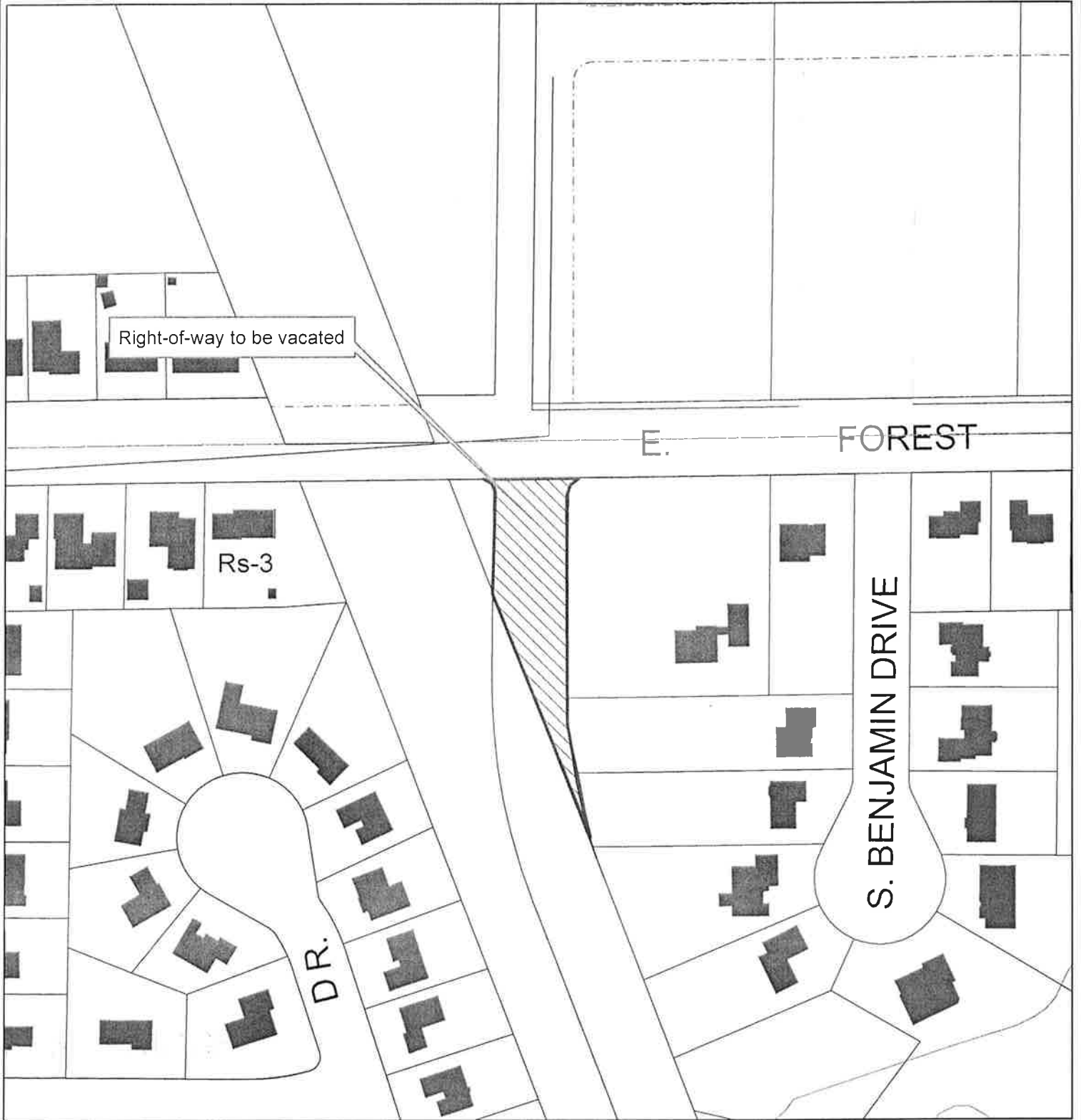
Approved this ____ day of _____, 2014.

ATTEST: _____
Mayor

City Clerk

VOTE: Ayes ____ Noes ____

Right-of-way vacation
Lands between 931 & 1101 E. Forest Hill
Location Map

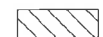

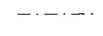



OAKCREEK
— WISCONSIN —

Department of Community Development



Legend

-  R-O-W to be Vacated
-  Parcels 2012
-  Existing Street Pattern
-  Floodway

**MINUTES
LICENSE COMMITTEE
WEDNESDAY, DECEMBER 11, 2013 AT 11:00 A.M.**

This meeting was called to order at 11:06 a.m. Present were: Ald. Ruetz, Ald. Gehl and Ald. Kurkowski. Also in attendance were Assistant City Attorney Melissa Karls and Deputy City Clerk Christa Miller.

1. The Committee reviewed the application for an Operator's license submitted by Kerrie L. Skrzypczak, 1024 Monroe Ave., South Milwaukee (Branded Steer). Ms. Skrzypczak was in attendance.

Ms. Skrzypczak disclosed a driving while intoxicated conviction eight years ago.

The police report showed the following convictions:

- OWI, Milwaukee County conviction on 7/11/06
- Disorderly Conduct (non-criminal) (St. Francis) conviction 2/15/95
- Theft (non-criminal) (St. Francis) conviction 2/15/95
- Disorderly Conduct (non-criminal) (South Milwaukee) conviction 4/23/02

The License Committee reviewed whether or not he falsified his application by omission. Ms. Skrzypczak indicated she is a waitress at the Branded Steer and noted that she did not disclose these convictions because she did not recall them.

Ald. Gehl, seconded by Ald. Kurkowski, moved to grant the Operator's license submitted by Kerrie Ms. Skrzypczak, 1024 Monroe Ave., South Milwaukee. On roll call, all voted aye.

Ald. Gehl, seconded by Ald. Kurkowski, moved to adjourn this meeting at 11:12 a.m. On roll call, all voted aye.

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



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

**COMMON COUNCIL MEETING
ADDENDUM
TUESDAY, DECEMBER 17, 2013
AT 7:00 P.M.**

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

New Business

23. **Resolution:** Consider Resolution No. 11445-121713, approving the Termination of Easement Agreement by and among One West Drexel, LLC ("OWD"), Woodman's Food Markets, Inc. ("Woodman's"), Giuffre XX, LLC ("Giuffre"), Landmark Credit Union ("Landmark"), Howell Oaks III, LLC ("Howell"), River Valley Oak Creek, LLC ("River Valley"), and the City of Oak Creek ("City") (2nd District).
24. **Resolution:** Consider Resolution No. 11446-121713, releasing the Developer, Giuffre XX, LLC c/o WillowTree Development from the terms and conditions of their development agreement for the Tires Plus Development Agreement (Project No. 11052) (Tax Key No. 813-9021) (2nd District).
25. **Resolution:** Consider Resolution No. 11447-121713, approving Sanitary Sewer and Water Main Easements by and Between One West Drexel ("OWD") and the City of Oak Creek ("City") (2nd District).
26. **Resolution:** Consider Resolution No. 11439-121713, approving the First Amendment to the Agreement by and Between the City of Oak Creek and Wisconsin Energy Corporation dated April 2, 2003 (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: 12/17/13

Item No.: 23

Recommendation: That the Common Council adopt Resolution No. 11445-121713, A Resolution Approving the Termination of Easement Agreement by and among One West Drexel, LLC ("OWD"), Woodman's Food Markets, Inc. ("Woodman's"), Giuffre XX, LLC ("Giuffre"), Landmark Credit Union ("Landmark"), Howell Oaks III, LLC ("Howell"), River Valley Oak Creek, LLC ("River Valley"), and the City of Oak Creek ("City").

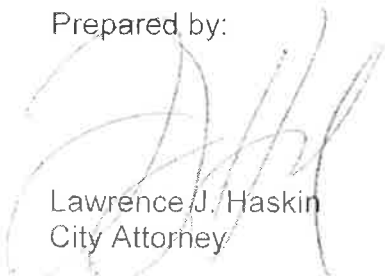
Background: On December 11, 2006, Delphi Automotive Systems, LLC ("Delphi") entered into an Amended and Restated Reciprocal Easement Agreement with Giuffre which provides for, among other things, certain storm sewer easements that benefitted Giuffre's property and burdened the Delphi property. In addition, Delphi was granted access on the private north-south road on the west side of the Woodman's store.

As part of the development of Drexel Town Square, the storm sewer that currently exists on the former Delphi property, which is now, in part, owned by OWD and, in part, owned by the City will be relocated to the south, closer to the property line that is shared with Woodman's. As part of the closing on the sale by OWD to Meijer, Meijer is requiring that this storm sewer be abandoned. There is a new storm sewer that has been constructed closer to the shared property line with Woodman's. Since the storm sewer easement currently is on the property owned by the City at Drexel Town Square, the City needs to sign this Termination of Easement Agreement.

Furthermore, this Termination of Easement Agreement provides that both OWD and the City will have access to the private road that is on the west side of Woodman's grocery store until such time as South 6th Street is constructed and extended from Drexel Avenue to Forest Hill Avenue.

Fiscal Impact: No fiscal impact to the City.

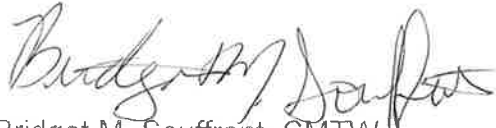
Prepared by:


Lawrence J. Haskin
City Attorney

Respectfully submitted,


Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Review by:

Douglas Seymour
Director of Community Development

RESOLUTION NO. 11445-121713

RESOLUTION APPROVING THE TERMINATION OF EASEMENT AGREEMENT BY AND AMONG ONE WEST DREXEL, LLC ("OWD"), WOODMAN'S FOOD MARKETS, INC ("Woodman's"), GIUFFRE XX, LLC ("Giuffre"), LANDMARK CREDIT UNION ("Landmark"), HOWELL OAKS III, LLC ("Howell"), RIVER VALLEY OAK CREEK, LLC ("River Valley"), AND THE CITY OF OAK CREEK ("City")
(Drexel Town Square)
(2nd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council that the Termination of Easement Agreement by and among OWD, Woodman's, Giuffre, Landmark, Howell, River Valley and the City be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the same in behalf of the City of Oak Creek.

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

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 ____

**TERMINATION OF EASEMENT
AGREEMENT**

DOCUMENT NO.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Joseph E. Puchner
Quarles & Brady LLP
411 E. Wisconsin Ave., Ste 2350
Milwaukee, WI 53202 -4426

See Exhibits C and D
Parcel Identification Number

TERMINATION OF EASEMENT AGREEMENT

THIS TERMINATION OF EASEMENT AGREEMENT (the "Termination") is entered into as of the ____ day of _____, 2013, by and among Woodman's Food Markets Inc., a Wisconsin corporation ("Woodman's"), One West Drexel LLC, a Wisconsin limited liability company ("OWD"), City of Oak Creek, Wisconsin, a municipal corporation ("City"), Giuffre XX, LLC, a Wisconsin limited liability company ("Giuffre"), Landmark Credit Union ("Landmark"), Howell Oaks III, LLC, a Wisconsin limited liability company ("Howell") and River Valley Oak Creek, LLC, a Wisconsin limited liability company ("River Valley").

WITNESSETH:

WHEREAS, on December 11, 2006, Delphi Automotive Systems, LLC, a Delaware limited liability company ("Delphi") and Giuffre entered into that certain Amended and Restated Reciprocal Easement Agreement ("Easement Agreement"), which was recorded with the Register of Deeds for Milwaukee County on December 15, 2006 as Document Number 09354092, and which provides for, among other things, the creation of certain storm sewer easements that benefit certain real property then owned by Giuffre and described in **Exhibit A** attached hereto (the "Giuffre Property"), and burdened real property then owned by Delphi and described in **Exhibit B** attached hereto (the "Delphi Property"), by granting the owners and users of the Giuffre Property the right to utilize the storm sewer system located on the Delphi Property; and

WHEREAS, since the recording of the Easement Agreement, the parcels comprising the Giuffre Property were divided into seven (7) separate parcels, which are owned as follows: (a) Woodman's owns the parcels commonly known as 8131 S. Howell Ave. (Tax Parcel No. 8139014006) and 400 W. Forest Hill Ave. (Tax Parcel No. 8139014005), each as described in **Exhibit C-1** attached hereto, (b) OWD owns the parcel commonly known as 8051 S. Howell Ave. (Tax Parcel No. 8139021), as described in **Exhibit C-2** attached hereto, (c) Howell owns the parcel commonly known as 8081 S. Howell Ave. (Tax Parcel No. 8139022), as described in **Exhibit C-3** attached hereto, (d) Landmark owns the parcel commonly known as 8129 S. Howell Ave. (Tax Parcel No. 8139018001), as described in **Exhibit C-4** attached hereto, (e) River Valley owns the parcel commonly known as 8171 S. Howell Ave. (Tax Parcel No. 8139014003) as described in **Exhibit C-5** attached hereto, and (f) Giuffre owns the parcel commonly known as 500 W. Forest Hill Ave. (Tax Parcel No. 8139008), as described in **Exhibit C-6** attached hereto; and

WHEREAS, since the recording of the Easement Agreement, the Delphi Property has also been divided into two (2) separate parcels, which are owned as follows: (a) OWD owns the parcel commonly known as 7929 S. Howell Ave. (Tax Parcel No. 813-9023-002 and 813-9023-005), as described in **Exhibit D-1** attached hereto, and (b) City owns the parcel commonly known as 300 W. Drexel Ave. (Tax Parcel No. 813-9023-003) as described in **Exhibit D-2** attached hereto); and

WHEREAS, the Easement Agreement does not provide any tangible benefits to either the Giuffre Property or the Delphi Property; accordingly, each of OWD, Woodman's, City, Giuffre,

Howell, Landmark and River Valley desire to terminate the Easement Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms; Recitals. Capitalized terms used but not otherwise defined in this Termination will have the meanings set forth in the Easement Agreement. The Recitals contained above are incorporated herein by reference.

2. Termination of Easement Agreement. As of the effective date of this Termination, the Easement Agreement is hereby terminated and released and shall be of no further force and effect; provided, however, that the access easement described in Section 6(a)(ii) of the Easement Agreement shall continue in full force and effect until such time as (a) the City of Oak Creek extends Sixth Street from its current terminus point at W. Drexel Avenue to W. Forest Hill Avenue, and (b) such roadway is dedicated as a public street, whereupon such Section 6(a)(ii) of the Easement Agreement shall automatically terminate and be of no further force and effect.

3. Counterparts. This Termination may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Termination of Easement Agreement as of the day, month and year first above written.

“OWD”:

ONE WEST DREXEL LLC

By: WISPARK LLC, its Manager

By: _____
Jerold P. Franke, President

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2013, the above-named Jerold P. Franke, as the President of WISPARK LLC, the Manager of One West Drexel, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

By: _____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

[Signatures continue on following page]

[SIGNATURE PAGE TO THAT CERTAIN TERMINATION
OF EASEMENT AGREEMENT DATED _____, 2013]

“WOODMAN’S”:

WOODMAN’S FOOD MARKET, INC.

By: _____

Name Printed: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2013, the above-named
_____, as the _____ of Woodman’s Food Market, Inc., to me
known to be the person who executed the foregoing instrument and acknowledged the same.

By: _____

Name: _____

Notary Public, State of _____

My Commission Expires: _____

[Signatures continue on following page.]

[SIGNATURE PAGE TO THAT CERTAIN TERMINATION
OF EASEMENT AGREEMENT DATED _____, 2013]

“CITY”:

CITY OF OAK CREEK

By: _____
Name Printed: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2013, the above-named
_____, as the _____ of the City of Oak Creek, Wisconsin, to me
known to be the person who executed the foregoing instrument and acknowledged the same.

By: _____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

[Signatures continue on following page.]

[SIGNATURE PAGE TO THAT CERTAIN TERMINATION
OF EASEMENT AGREEMENT DATED _____, 2013]

“GIUFFRE”:

GIUFFRE XX, LLC

By: _____
Name Printed: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2013, the above-named _____, as the _____ of Giuffre XX, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

By: _____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

[Signatures continue on following page.]

[SIGNATURE PAGE TO THAT CERTAIN TERMINATION
OF EASEMENT AGREEMENT DATED _____, 2013]

“HOWELL”:

HOWELL OAKS III, LLC

By: _____
Name Printed: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2013, the above-named
_____, as the _____ of Howell Oaks III, LLC, to me known to be
the person who executed the foregoing instrument and acknowledged the same.

By: _____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

[Signatures continue on following page.]

[SIGNATURE PAGE TO THAT CERTAIN TERMINATION
OF EASEMENT AGREEMENT DATED _____, 2013]

"LANDMARK":

LANDMARK CREDIT UNION

By: _____

Name Printed: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2013, the above-named _____, as the _____ of Landmark Credit Union, to me known to be the person who executed the foregoing instrument and acknowledged the same.

By: _____

Name: _____

Notary Public, State of _____

My Commission Expires: _____

[Signatures continue on following page.]

[SIGNATURE PAGE TO THAT CERTAIN TERMINATION
OF EASEMENT AGREEMENT DATED _____, 2013]

“RIVER VALLEY”:

RIVER VALLEY OAK CREEK, LLC

By: _____
Name Printed: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 2013, the above-named _____, as the _____ of River Valley Oak Creek, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

By: _____
Name: _____
Notary Public, State of _____
My Commission Expires: _____

This document was drafted by:
Eric D. Bolander
Godfrey & Kahn, S.C.
780 N. Water Street
Milwaukee, WI 53202

EXHIBITS:

- Exhibit A: Giuffre Property
- Exhibit B: Delphi Property
- Exhibits C-1 to C-5: New Parcels Created from Giuffre Property
- Exhibits D-1 to D-2: New Parcels Created from Delphi Property

EXHIBIT A

GIUFFRE PROPERTY

~~PROPERTY OF THE NORTHWOOD EASEMENT AGREEMENT~~
SITUATED ON WEST FOREST HILL AVENUE, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

LOT 3 AND PART OF LOT 2 OF CERTIFIED SURVEY MAP NO 7619 AND PART OF LOT 2 OF CERTIFIED SURVEY MAP NO 7399, BEING PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 SECTION, THENCE NORTH 89°21'45" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 SECTION 95 05 FEET TO A POINT, THENCE NORTH 00°38'15" EAST 35 00 FEET TO A POINT ON THE NORTH LINE OF WEST FOREST HILL AVENUE, SAID POINT ALSO BEING ON THE WEST LINE OF SOUTH HOWELL AVENUE, THENCE NORTH 11°52'26" EAST ALONG SAID WEST LINE 101 88 FEET TO A POINT, THENCE NORTH 00°33'20" EAST ALONG SAID WEST LINE 528 34 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED, THENCE NORTH 89°26'40" WEST 130 00 FEET TO A POINT, THENCE SOUTH 00°33'20" WEST 13 00 FEET TO A POINT, THENCE NORTH 89°26'40" WEST 147 34 FEET TO A POINT, THENCE SOUTH 00°31'21" WEST 30 54 FEET TO A POINT, THENCE WEST 717 39 FEET TO A POINT, THENCE SOUTH 00°33'20" WEST 49 87 FEET TO A POINT, THENCE NORTH 89°20'23" WEST 553 16 FEET TO A POINT, THENCE SOUTH 00°39'37" WEST 359 29 FEET TO A POINT ON SAID NORTH LINE OF WEST FOREST HILL AVENUE, THENCE NORTH 89°20'23" WEST ALONG SAID NORTH LINE 163 00 FEET TO A POINT, THENCE NORTH 00°39'37" EAST 683 62 FEET TO A POINT, THENCE NORTH 89°20'23" WEST 347 32 FEET TO A POINT, THENCE NORTH 00°39'37" EAST 252 53 FEET TO A POINT, THENCE SOUTH 89°26'10" EAST 718.07 FEET TO A POINT, THENCE NORTH 00°30'40" EAST 187 72 FEET TO A POINT, THENCE SOUTH 89°28'51" EAST 331 17 FEET TO A POINT, THENCE SOUTH 00°30'12" WEST 9 00 FEET TO A POINT, THENCE SOUTH 89°29'48" EAST 111 68 FEET TO A POINT, THENCE NORTH 00°30'12" EAST 60 77 FEET TO A POINT, THENCE SOUTH 89°29'48" EAST 503 03 FEET TO A POINT, THENCE NORTH 00°30'12" EAST 19 94 FEET TO A POINT, THENCE SOUTH 89°28'44" EAST 43 28 FEET TO A POINT, THENCE NORTH 00°44'11" EAST 194 96 FEET TO A POINT, THENCE SOUTH 89°24'38" EAST 60 61 FEET TO A POINT, THENCE NORTH 00°37'05" EAST 7 27 FEET TO A POINT, THENCE SOUTH 89°26'40" EAST 288 85 FEET TO A POINT ON SAID WEST LINE OF SOUTH HOWELL AVENUE, THENCE SOUTH 00°33'20" WEST ALONG SAID WEST LINE 940 74 FEET TO THE POINT OF BEGINNING CONTAINING 1,447,014 SQUARE FEET OR 33 2189 ACRES

AND

PARCEL 2 OF CERTIFIED SURVEY MAP NO 6759, BEING PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

EXHIBIT B

DELPHI PROPERTY

LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 7819, RECORDED SEPTEMBER 26, 2006 AS DOCUMENT NUMBER 9307621, BEING A DIVISION OF LOTS 1, 2 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 7619, AND A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7399, IN THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

EXHIBIT C

PARCELS CREATED FROM GIUFFRE PROPERTY

Exhibit C-1

Lot 1 and Outlot 1 of Certified Survey Map No. 7910, a division of Lot 2 of Certified Survey Map No. 7819, in the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Address: 8131 S. Howell Ave. and 400 W. Forest Hill Ave., Oak Creek, WI
Tax Parcel Nos: 813-901-4006 and 813-901-4005

Exhibit C-2

Lot 1 of Certified Survey Map No. 8185, a division part of Certified Survey Map No. 7619, in the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County Wisconsin.

Address: 8051 S. Howell Ave., Oak Creek, WI
Tax Parcel No: 813-9021

Exhibit C-3

Lot 2 of Certified Survey Map No. 8185, a division part of Certified Survey Map No. 7619, in the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County Wisconsin.

Address: 8081 S. Howell Ave., Oak Creek, WI
Tax Parcel No: 813-9022

Exhibit C-4

Lot 1 of Certified Survey Map No. 8038, all of Lot 3 of Certified Survey Map No. 7910 and part of Lot 3 of Certified Survey Map No. 7619, in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Address: 8129 S. Howell Ave., Oak Creek, WI
Tax Parcel No: 813-901-8001

Exhibit C-5

Lot 2 of Certified Survey Map No. 7910, a division of Lot 2 of Certified Survey Map No. 7819, in the Northwest ¼, Northeast ¼, Southwest ¼ and Southeast ¼ of the Northeast ¼ of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Address: 8171 S. Howell Ave., Oak Creek, WI
Tax Parcel No: 813-901-4003

Exhibit C-6

Lot 1 and part of Lot 2 of Certified Survey Map No. 8480, a division of _____, in the _____, in the City of Oak Creek, Milwaukee County, Wisconsin.

Address: 500 W. Forest Hill Ave., Oak Creek, WI
Tax Parcel No: 813-9025 (Lot 1) and 813-9026 (Lot 2)

EXHIBIT D

PARCELS CREATED FROM DELPHI PROPERTY

Exhibit D-1

Lots 1 and 3 of Certified Survey Map No. 8542, recorded with the Milwaukee County Register of Deeds on July 31, 2013 as Document No. 10276686, being a division of Lot 1 and Outlot 1 of Certified Survey Map No. 8468, in the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Address: 7929 S. Howell Ave., Oak Creek, WI

Tax Parcel Nos. 813-9023-002 and 813-9023-005

Exhibit D-2

Lot 2 of Certified Survey Map No. 8542, recorded with the Milwaukee County Register of Deeds on July 31, 2013 as Document No. 10276686, being a division of Lot 1 and Outlot 1 of Certified Survey Map No. 8468, in the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Address: 300 W. Drexel Ave., Oak Creek, WI

Tax Parcel No.: 813-9023-003

10382746.3

City of Oak Creek Common Council Report

Meeting Date: December 17, 2013

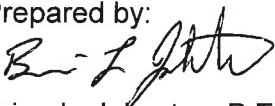
Item No.: 24

Recommendation: That the Common Council adopts Resolution No. 11446-121713, a resolution releasing the Developer, Giuffre XX LLC, c/o WillowTree Development, from the terms and conditions of their development agreement for the Tires Plus Development Agreement (Project No. 11052) (Tax Key No. 813-9021) (2nd Aldermanic District).

BACKGROUND: The Developer, Giuffre XX, LLC, c/o WillowTree Development, has sold the parcel to One West Drexel, LLC as part of the Drexel Town Square project located at 8051 S. Howell Avenue. The Developer did not install any of the proposed public improvements for the Tires Plus project. There are no current outstanding assessments against the property, and the Developer has paid all required City fees and costs.

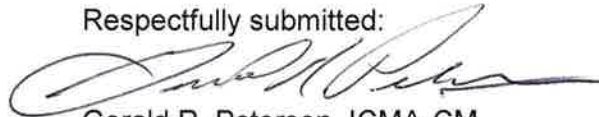
FISCAL IMPACT: None.

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, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11446-121713

BY: _____

RESOLUTION RELEASING THE DEVELOPER FROM THE DEVELOPMENT AGREEMENT

TIRES PLUS DEVELOPMENT

(PROJECT NO. 11052)

(2nd ALDERMANIC DISTRICT)

WHEREAS, Giuffre XX, LLC, c/o WillowTree Development, hereinafter referred to as the "Developer", did not install the proposed public improvements for the Tires Plus project; and

WHEREAS, the Developer has sold the parcel to One West Drexel, LLC to be including in the Drexel Town Square project; and

WHEREAS, the Developer has offered a release document attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek, that the said release be and the same hereby is accepted; and

BE IT FURTHER RESOLVED, by the Common Council of the City of Oak Creek that the Developer is hereby released from the terms and conditions of their development agreement.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of December 2013.

Passed and adopted this 17th day of December 2013.

President, Common Council

Approved this 17th day of December 2013.

Mayor

ATTEST: _____
City Clerk

VOTE: Ayes _____ Noes _____

RELEASE FROM THE TIRES PLUS
DEVELOPMENT
Document Title

Document Number

Recording Area

Name and Return Address

Douglas W. Seymour, Director
Department of Community Development
8640 S. Howell Avenue
Oak Creek, WI 53154

813-9021

Parcel Identification Number (PIN)

WHEREAS, THE CITY OF OAK CREEK, a municipal corporation of Milwaukee County, State of Wisconsin, hereinafter referred to as the "City", and, Giuffre X, LLC, c/o WillowTree Development, 2060 N. Humboldt Avenue, Suite 250, Milwaukee, WI 53212, and hereinafter referred to as "Developer", entered into a Development Agreement dated April 28, 2011, which was approved by Resolution No. 11117-050311 for Tires Plus and more particularly described as follows;

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

Lot 1 of Certified Survey Map No. 8185 located in the Northeast ¼ and the Southeast ¼ of the Northeast ¼ of Section 17, Township 5 North, Range 22 East in the City of Oak Creek, Wisconsin.

WHEREAS, pursuant to Chapter 14 of the Municipal Code and Wis. Stats. Chapter 236, the Developer was required to construct, install, furnish and provide entirely at its expense, in and for the Tires Plus as recorded, all necessary public infrastructure for the purpose of creating two parcels; and

WHEREAS, the Developer has not completed the construction and installation of said public improvements in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City; and

WHEREAS, the Developer has requested to be released from the agreement since the proposed development will not be proceeding; and

WHEREAS, the Development Agreement was recorded with the Milwaukee County Register of Deeds office on February 7, 2012, in Document #1008062; and

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, to it in hand paid, receipt of which is herein acknowledged and confessed.

1. The Developer is hereby released and discharged from the terms of the Development Agreement.

IN WITNESS WHEREOF, the parties hereto have executed by the Developer on the day and year first-above written.

In the presence of:

WillowTree Development

Witness

Michael DeMichele, Principal

STATE OF WISCONSIN)
) SS:
_____ COUNTY)

Personally came before me this _____ day of _____, 2013, the above-named, Michael DeMichele to me known to be the person who executed the foregoing instrument and to me acknowledged that he executed the foregoing instrument as such agent of the property owner.

Notary Public _____ County, WI

My commission expires: _____

CITY OF OAK CREEK

Stephen A. Scaffidi, Mayor

Countersigned:

Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
) SS:
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013, STEPHEN A. SCAFFIDI, Mayor and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by its Common Council on the _____ day of _____, 2013.

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

This document was drafted by Brian L. Johnston, P.E., of the City of Oak Creek Engineering Department.

Approved as to form:

Lawrence J. Haskin, City Attorney

City of Oak Creek Common Council Report

Meeting Date: 12/17/13

Item No.: 25

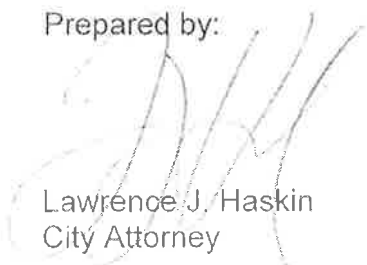
Recommendation: That the Common Council adopt Resolution No. 11447-121713, A Resolution Approving Sanitary Sewer and Water Main Easements by and between One West Drexel, LLC ("OWD") and the City of Oak Creek ("City").

Background: On November 3, 2013, the Common Council approved the Certified Survey Map to create the parcels that will be transferred by OWD to Meijer. The Certified Survey Map depicts Sanitary Sewer and Water Main Easements along Drexel and Howell Avenue and on the west side of Lot 1. As part of the closing on the purchase of the property, Meijer is requesting written Easements.

The Sanitary Sewer and Water Main Easements are in the City's standard format. By this Resolution, the Common Council is approving the Easements and authorizing the Mayor and City Clerk to sign the same in behalf of the City.

Fiscal Impact: No fiscal impact to the City.

Prepared by:


Lawrence J. Haskin
City Attorney

Fiscal Review by:

Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Respectfully submitted,


Gerald R. Peterson, ICMA-CM
City Administrator

Review by:

Douglas Seymour
Director of Community Development

RESOLUTION NO. 11447-121713

RESOLUTION APPROVING SANITARY SEWER AND WATER MAIN
EASEMENTS BY AND BETWEEN ONE WEST DREXEL, LLC ("OWD") AND THE
CITY OF OAK CREEK ("CITY")
(Drexel Town Square)
(2nd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council that the Sanitary Sewer and Water Main Easements between OWD and the City be and the same are hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the same in behalf of the City of Oak Creek.

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

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 ____

City of Oak Creek

Common Council Report

Meeting Date: December 16, 2013

Item No.: 26

Recommendation: Approve Resolution No. 11439-121713, approving the First Amendment to the Agreement by and Between the City of Oak Creek and Wisconsin Energy Corporation dated April 2, 2003.

Background: Under the terms of a 2003 agreement between the City of Oak Creek and Wisconsin Energy Corporation, air quality monitoring and data reporting are required to be performed and submitted to the City. Two data collection and reporting stations located near Elm Road and at Carrolton School are required by the Agreement (see copy of attached agreement; E. Air Monitoring).

Based upon community concerns expressed about air quality issues related to a significant expansion of the WE Energies power plant, the City negotiated an agreement with the company providing the total actual air emissions from both existing facilities and new facilities would not result in a net increase of the total actual air emissions as compared with year 2000 baseline conditions. The 2000 baseline year emissions conditions were established as 38,400. The emissions included in this baseline are; sulfur dioxide, nitrogen oxide, particulate matter, mercury, volatile organic compounds, hydrochloric acid, hydrofluoric acid and sulfuric acid.

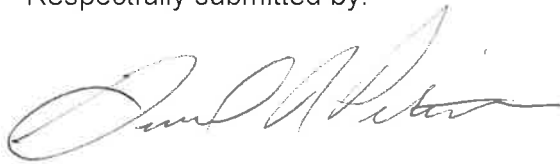
Based upon controls and improvements made by the company to control air quality, emissions now amount to just 10% of the baseline (see attached charts). Now that all the air emissions controls are in place and working, WE Energies Manager of Environmental Strategy Kris McKinney has requested an amendment to the 2003 Agreement which would allow for discontinuation of data gathering and reporting specifically to the City of Oak Creek required in the agreement. The company continues to have State and Federal reporting requirements which would continue to be shared with and available to the City of Oak Creek and its residents.

The City Attorney and City Administrator met with Mr. McKinney and Local Affairs Accounts Manager, Linda Sodemann along with our environmental consultants to review the historic emissions data and compare them to the current emissions data. All are in agreement that the request to end monitoring at this time rather than for the minimum five years contained in the Agreement (three years monitoring has already occurred) is reasonable given the exceptional air emission reductions achieved. By doing so, WE Energy electric customers can benefit from a reduction of approximately \$80,000 per year in costs related to data monitoring and reporting to the City of Oak Creek.

A Resolution No 11439-121713, has been prepared which would amend the 2003 Agreement between the City of Oak Creek and WE Energies to require them to monitor air emissions for three years rather than five years required in the agreement.

Fiscal Impact: If approved, this action will bring annual relief of approximately \$80,000 to WE Energy electric customers.

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:

Bridget M. Souffrant
Finance Director / Comptroller

RESOLUTION NO. 11439-121713

RESOLUTION APPROVING
THE FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN
THE CITY OF OAK CREEK AND WISCONSIN ENERGY CORPORATION
DATED APRIL 2, 2003 ("FIRST AMENDMENT TO AGREEMENT")
(4th Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council that the First Amendment to the Agreement by and between the City of Oak Creek and Wisconsin Energy Corporation dated April 2, 2003 be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the First Amendment to Agreement in behalf of the City of Oak Creek.

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

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 ____

**FIRST AMENDMENT TO
AGREEMENT**

This First Amendment to the Agreement dated April 2, 2003 by and between the City of Oak Creek (the "City") and Wisconsin Energy Corporation ("WEC") on behalf of its subsidiaries Wisconsin Electric Power Company ("Wisconsin Electric"), WE Power LLC ("WE Power"), WISPARK LLC ("WISPARK") and Wisconsin Gas Company ("Wisconsin Gas") (collectively referred to as "the Subsidiaries") is made and effective as of this ____ day of December, 2013.

WHEREAS, the City and WEC entered into an Agreement dated April 2, 2003 whereby, among other things, the City agreed to use its best efforts to support the construction of three new coal burning electric generating facilities known as Elm Road Units 1-3 ("New Facilities") at the site of existing electric generating facilities known as Oak Creek Units 5-8 ("Existing Facilities") in the City; and,

WHEREAS, among other things WEC agreed that the total actual air emissions from the Existing Facilities and the New Facilities would not result in a net increase of the total actual annual air emissions as compared to the baseline condition; and,

WHEREAS, for purposes of the Agreement, calendar year 2000 was used as the baseline condition and it was determined that the baseline emission level from the Existing Facilities and the New Facilities was 38,400 tons per year ("Baseline Emission Level"); and,

WHEREAS, the Baseline Emission Level included the actual annual air emissions in calendar year 2000 of sulfur dioxide ("SO₂"), nitrogen oxides ("NO_x"), particulate matter ("PM"), mercury ("Hg"), volatile organic compounds ("VOC"), hydrochloric acid ("HCl"), hydrofluoric acid ("HF") and sulfuric acid ("H₂SO₄"); and,

WHEREAS, the Agreement provides that WEC agreed to install and operate air monitoring stations at the intersection of Elm Road and the Chicago and Northwestern Railroad line ("Elm Road Monitoring Site") to monitor for particulate matter measured as total suspended particulates ("TSP"), PM₁₀, and PM₂₅ consistent with appropriate state and/or federal ambient air quality monitoring requirements, except that monitoring was required on a daily basis; and,

WHEREAS, WEC agreed to install, maintain and operate an air monitoring station at Carrollton Elementary School ("Carrollton Monitoring Site") to monitor for SO₂ and NO_x consistent with appropriate state and/or federal ambient air quality; and,

WHEREAS, the Elm Road Monitoring Site and the Carrollton Monitoring Site were required to be operated and maintained until (a) all the new facilities had been built and had been in operation for a period of not less than five years (b) the emission data indicated that the emissions and ambient air quality were within state and/or national ambient air quality standards, all applicable permit limits and the Baseline Emission Level of the Agreement for three consecutive years and (c) the concentration of air pollutants were at or less than the maximum concentrations modeled as part of WEC air monitoring calculations submitted with the air pollution control permit application for the new facilities for three consecutive years; and,

WHEREAS, the New Facilities have been in operation for approximately three years; and,

WHEREAS, with the completion by WEC in 2012 of air quality control systems on the Existing Facilities, emissions from the Existing and New Facilities are less than 10% of the Baseline Emission Level; and,

WHEREAS, WEC has invested nearly \$1.4 billion over the past ten years in air quality control systems on the New and Existing Facilities; and,

WHEREAS, data from the Elm Road Monitoring Site and Carrollton Monitoring Site show readings that are well below all applicable ambient air quality requirements; and,

WHEREAS, WEC will continue to submit quarterly reports of the actual air emissions from the smoke stacks of the Existing and New Facilities as measured on a rolling 12 month basis and the information will be based on data collected from continuous emission monitoring systems and other approved methods that are submitted to meet the requirements of the Wisconsin Department of Natural Resources and the United States Environmental Protection Agency; and,

WHEREAS, all of this information has been reviewed and confirmed by the City's environmental consultant David F. Seitz, P.E. of TRC, an Environmental Consulting Firm.

NOW THEREFORE, the Agreement dated April 2, 2003 by and between the City and WEC is hereby amended to read as follows:

1. Section (1)(E)(4) shall be amended to provide as follows:
Exceptions to Monitoring Requirements. The monitors shall continue to be operated and maintained until all of the New Facilities authorized by PSC Docket No. 05-CE-130 have been built and have been in operation for a period of not less than three years.
2. Except as herein modified the Agreement shall remain in full force and effect.

Dated at _____, Wisconsin this ____ day of _____, 2013.

Wisconsin Energy Corporation

By: _____

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2013, the above-named _____ who acknowledged himself to be a _____ of Wisconsin Energy Corporation, and to me known to be the person who executed the foregoing instrument as such office of such corporation, by its authority, and acknowledged the same.

By: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

Dated at Oak Creek, Wisconsin this ____ day of _____, 2013.

By: _____
Stephen Scaffidi, Mayor

By: _____
Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2013, the above-named Stephen Scaffidi and Catherine A. Roeske to me known to be the persons who executed the foregoing instrument as such office of the City of Oak Creek, by its authority, and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY LAWRENCE J. HASKIN.

AGREEMENT

WISCONSIN PUBLIC SERVICE
COMMISSION

THIS AGREEMENT is made and effective as of the 2 day of January, 2003, by and between the City of Oak Creek (the "City") and Wisconsin Energy Corporation, ("WEC"), on behalf of its subsidiaries, Wisconsin Electric Power Company, ("Wisconsin Electric"), W.E. Power, LLC ("We Power"), WISPARK LLC ("WISPARK"), and Wisconsin Gas Company ("Wisconsin Gas") (collectively referred to as the "Subsidiaries").

WITNESSETH:

WHEREAS, WEC or one of the Subsidiaries is the current owner and operator of coal-based electric generating facilities located in the City.

WHEREAS, WEC desires, as a part of its "Power the Future" project for increasing electric generating facilities, to create three coal burning new electric generating facilities at the site of existing facilities in the City.

WHEREAS, it is anticipated that the construction and operation of the new facilities may have certain effects on the City.

WHEREAS, in order to mitigate any such effects on the City, WEC and the City desire to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WEC, for itself and the Subsidiaries, and the City agree as follows:

1. AGREEMENT CONCERNING AIR QUALITY ISSUES.

- A. Purpose. The purpose of this paragraph 1 is to ensure that effective upon the date of this Agreement, the total actual annual air emissions from Oak Creek Units 5-8 ("Existing Facilities") and Elm Road Units 1-3 ("New Facilities") will not result in a net increase of the total actual annual air emissions as compared with the baseline condition. The parties recognize that the air pollution requirements established and implemented by the Wisconsin Department of Natural Resources "DNR" are designed to protect public health and welfare and that this Agreement is in furtherance of and not in conflict with those state requirements.
- B. Baseline Emission Level. For the purpose of establishing that there will be no net increase in total actual annual air emissions, WEC has used calendar year 2000 as the baseline condition, and determined that the baseline emission level from the facility is 38,400 tons per year ("Baseline Emission Level"). The Baseline Emission Level includes the actual annual air emissions in calendar year 2000 of sulfur dioxide ("SO₂"), nitrogen oxides ("NO_x"), particulate matter ("PM"), mercury ("Hg"), volatile organic compounds ("VOC"), hydrochloric acid ("HCl"), hydrofluoric acid ("HF"), and sulfuric acid ("H₂SO₄").

Exhibit 401

Case Nos. 3 SE-01-41-0005-0019 & 1456MW

C. Measure of Compliance. WEC agrees that the total actual annual air emissions from the stacks of the Existing Facilities and New Facilities will not exceed the Baseline Emission Level. Compliance with the Baseline Emission Level will be measured on a rolling 12-month basis so that in each 12-month period the emissions shall not exceed the Baseline Emission Level.

D. Implementation and Enforcement.

1. WEC agrees that it will use all reasonable efforts to obtain enforceable limitations in the construction and operation air pollution control permit or equivalent order (state or federal) which includes emission limitations that will ensure that the total actual annual emissions from the Existing Facilities and New Facilities will not exceed the Baseline Emission Level ("Enforceable Permit Condition").
2. In the event for any reason the Department of Natural Resources or the U.S. Environmental Protection Agency does not include in the construction and operation air pollution control permit or equivalent order (state or federal) emission limitations that will ensure that the total actual emissions from the Existing Facilities and New Facilities will not exceed the Baseline Emission Level, the parties to this Agreement shall meet and agree to a local enforcement mechanism the validity and enforceability of which WEC agrees not to contest in any way.

E. Air Monitoring:

1. Elm Road Monitoring Site: WEC or its contractor agrees to install, maintain and operate an air monitoring station at a location to be mutually agreed upon between WEC and the City within 1200 feet of the intersection of Elm Road and the Chicago and Northwestern Railroad line to monitor for particulate matter measured as Total Suspended Particulates ("TSP"), PM₁₀ and PM_{2.5} consistent with appropriate state and/or federal ambient air quality monitoring requirements except that the monitoring shall occur on a daily basis. Meteorological data including wind speed, wind direction and temperature shall also be collected at this location. The air monitors at this location shall be operational as soon as practicable, but no later than 150 days after the date of this Agreement and shall continue for a period of no less than two years after commencement of construction of the first of any of the New Facilities approved by the PSC. If after two years following

commencement of construction of the first of any of the New Facilities no exceedences of state or national ambient air quality standards attributable to any WEC operations are detected, the frequency of the monitoring can be reduced to a sampling frequency of once every three days for each of the above air pollutants. Monitoring shall continue thereafter unless the provisions of Paragraph E.4 apply.

2. Carrollton Monitoring Site. WEC or its contractor agrees to install, maintain and operate air monitoring station at Carrollton Elementary School (8965 South Carrollton Drive) to monitor for SO₂ and NO_x consistent with appropriate state and/or federal ambient air quality monitoring requirements. Meteorological data including wind speed, wind direction and temperature shall also be collected at this location. The monitoring shall occur on a frequency consistent with state and/or federal ambient air quality monitoring requirements. The monitoring at this location shall be operational within 150 days of the granting of the CPCN for any of the New Facilities. Monitoring shall continue thereafter unless the provisions of Paragraph E.4 apply.
3. Data Reporting. The air emission and meteorological data from both of the monitoring sites under this paragraph shall be reported to the City after completion of QA/QC checks and shall be summarized in a quarterly report submitted to the City and DNR within 45 days after the end of the quarter. In addition to the Quarterly Report, the data shall also be available at the new Education and Visitors Center and City Hall as soon as practicable after the completion of QA/QC checks. It is anticipated that normal reporting time for PM₁₀, PM_{2.5}, SO₂, and NO_x will be the first business day within 24 hours after completion of the QA/QC checks, but, in any event, no later than 4 days after the sample date. TSP results will be furnished within 30 days after completion of QA/QC checks.
4. Exceptions to Monitoring Requirements. The monitors shall continue to be operated and maintained until (a) all of the New Facilities authorized by PSC Docket No. 05-CE-130 have been built and have been in operation for a period of not less than five years, (b) the emission data indicates that the emissions and ambient air quality are within state and/or national ambient air quality standards, all applicable permit limits and the Baseline Emission Level of this Agreement for three consecutive years, and (c) the concentration of air pollutants are at or less than the maximum concentrations modeled as part of WEC air modeling calculations submitted with the air pollution control permit

applications for the New Facilities for three consecutive years. If the requirements of this sub-paragraph are satisfied, paragraph B will no longer apply. If none of the New Facilities sought in PSC Docket No. 05-CE-130 has been approved by the PSC for construction in Oak Creek, or if WEC does not proceed with construction of the New Facilities, then the requirements of paragraph E will no longer apply.

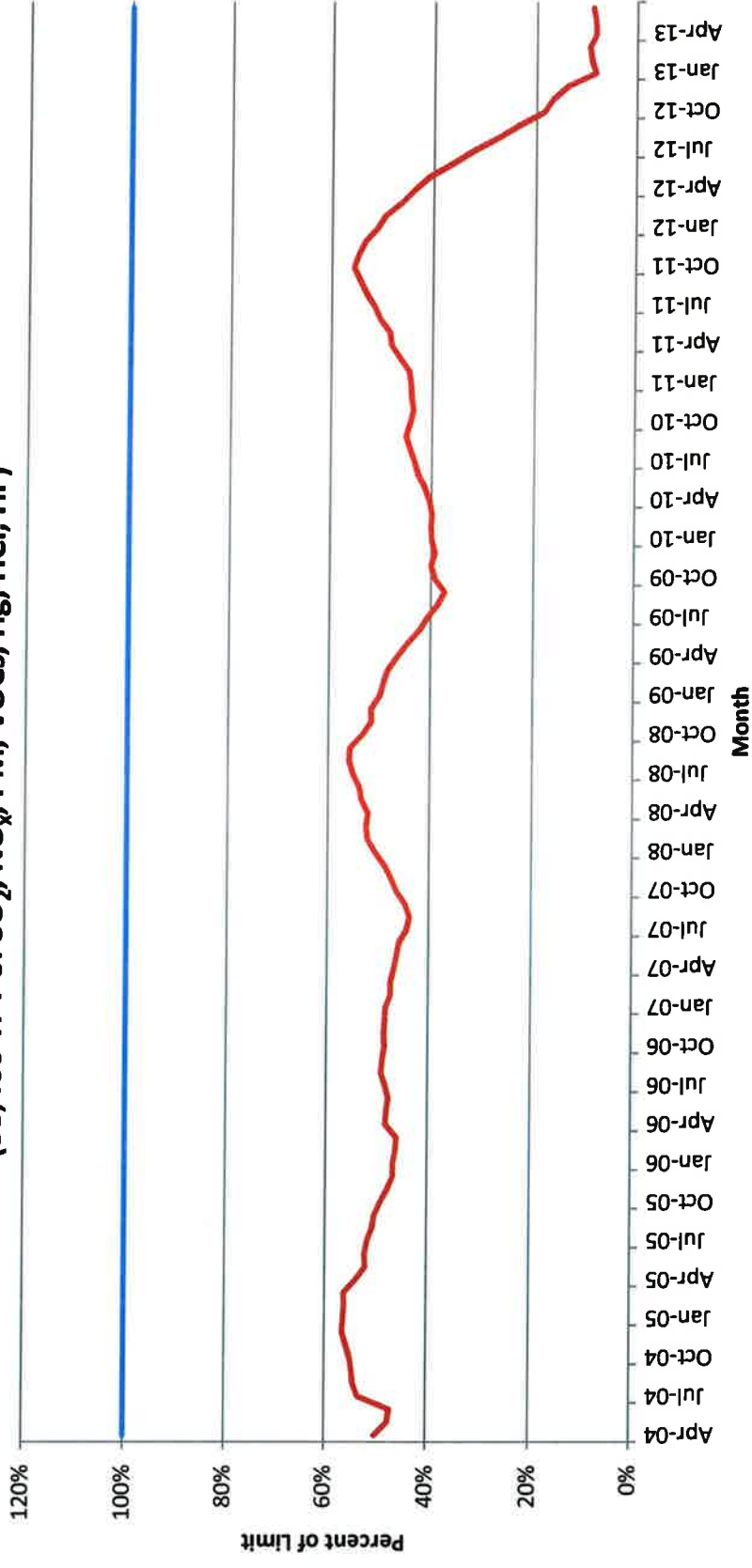
2. REDEVELOPMENT OF PROPERTY.

A. Upon the signing of this Agreement and irrespective of whether WEC receives a CPCN from the PSC in docket #05-CE-130 for construction of any New Facilities, pursuant to Sec. 196.491(3), Wis. Stats., WEC shall at its sole cost and expense: (a) complete a Market Study; (b) complete an Environmental Site Conditions Analysis; and (c) develop a Land Use Plan for certain parcels within the City of Oak Creek, which parcels shall be selected by mutual Agreement of the Director of Community Development and WEC. The Environmental Analysis, Market Study and Land Use Plan shall be completed within twelve months of the signing of this Agreement, and shared with the Director of Community Development as soon as they are completed. In the event WEC does not proceed to develop, under paragraph 2B, the parcels studied, then thirty copies of the Environmental Analysis, Market Study and Land Use Plan together with all supporting documents shall be provided to the City of Oak Creek. Notwithstanding anything to the contrary contained herein, WEC's obligations to provide the analysis, study, and plan under this paragraph 2A are contingent upon WEC obtaining all necessary consents and/or access from the owner(s) of the proposed property.

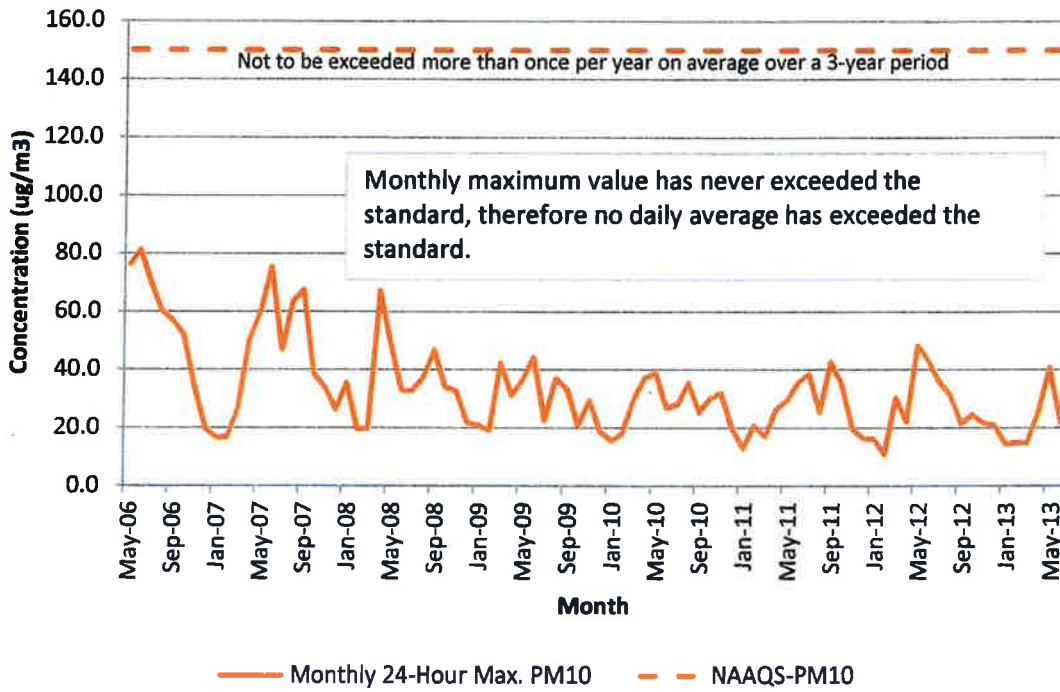
* B. For each of the first two New Facilities for which WEC receives a CPCN from the PSC in docket #05-CE-130, WEC shall be required to invest 10 million dollars, within ten years of the date of the granting of the CPCN by the PSC for each unit, to construct improvements of a type WEC deems appropriate on parcels within the City of Oak Creek, which WEC selects. WEC shall use its best efforts to invest such funds in as expeditious a manner as is reasonably prudent. For purposes of this Agreement, improvements include the following:

1. Demolition of existing structures.
2. Environmental remediation to the level necessary to construct and occupy the planned building(s), facility(s) and/or uses, in accordance with Wisconsin environmental statutes and Wisconsin Administrative Code Chapters NR 700 - NR 754 requirements and any federal environmental laws, regulations and guidance.
3. Construction of improvements, including buildings and structures.

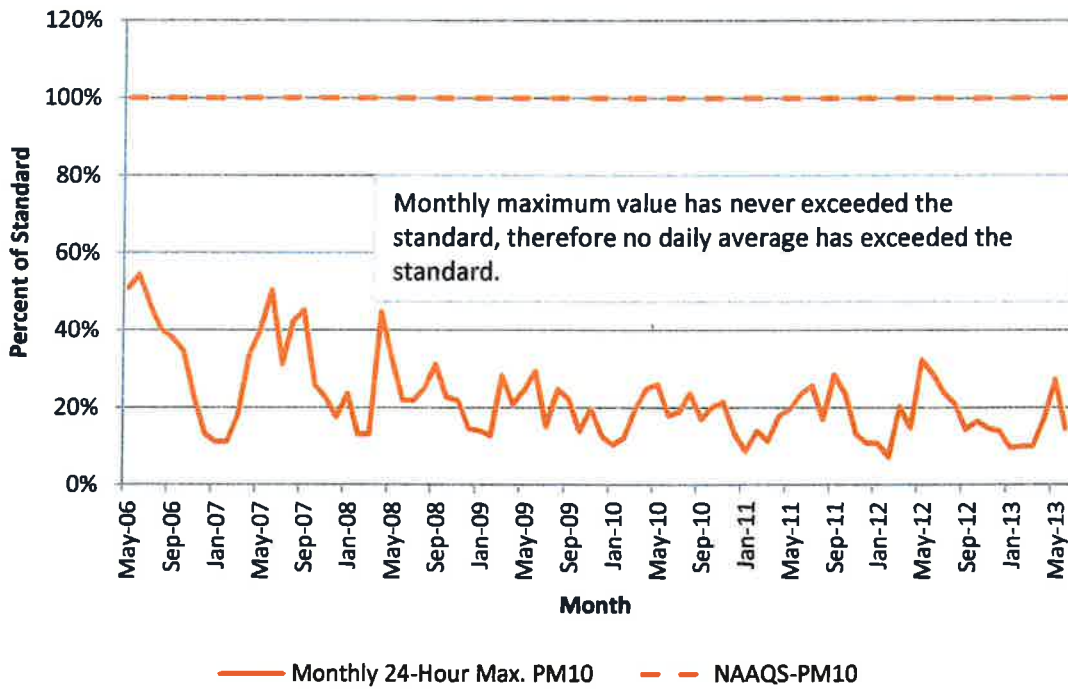
Oak Creek Site
12-Month Rolling Average
(38,400 TPY of SO₂, NO_x, PM, VOCs, Hg, HCl, HF)



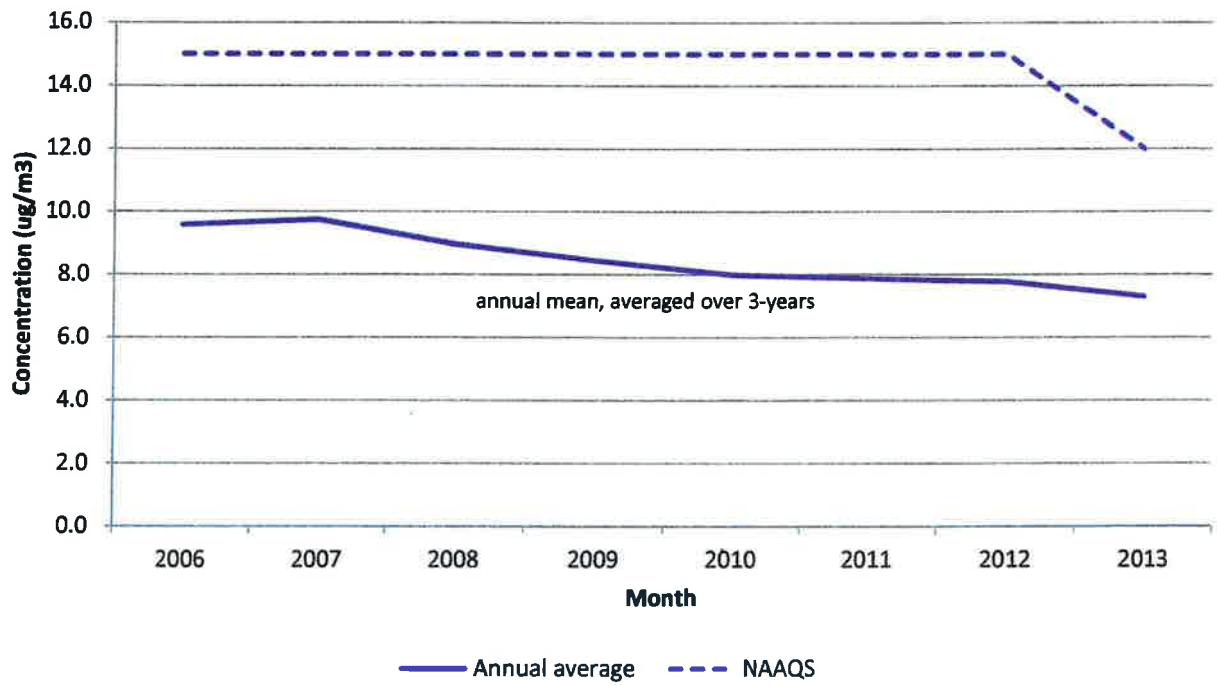
Elm Road Site PM10 Monthly 24-Hour Max and NAAQS



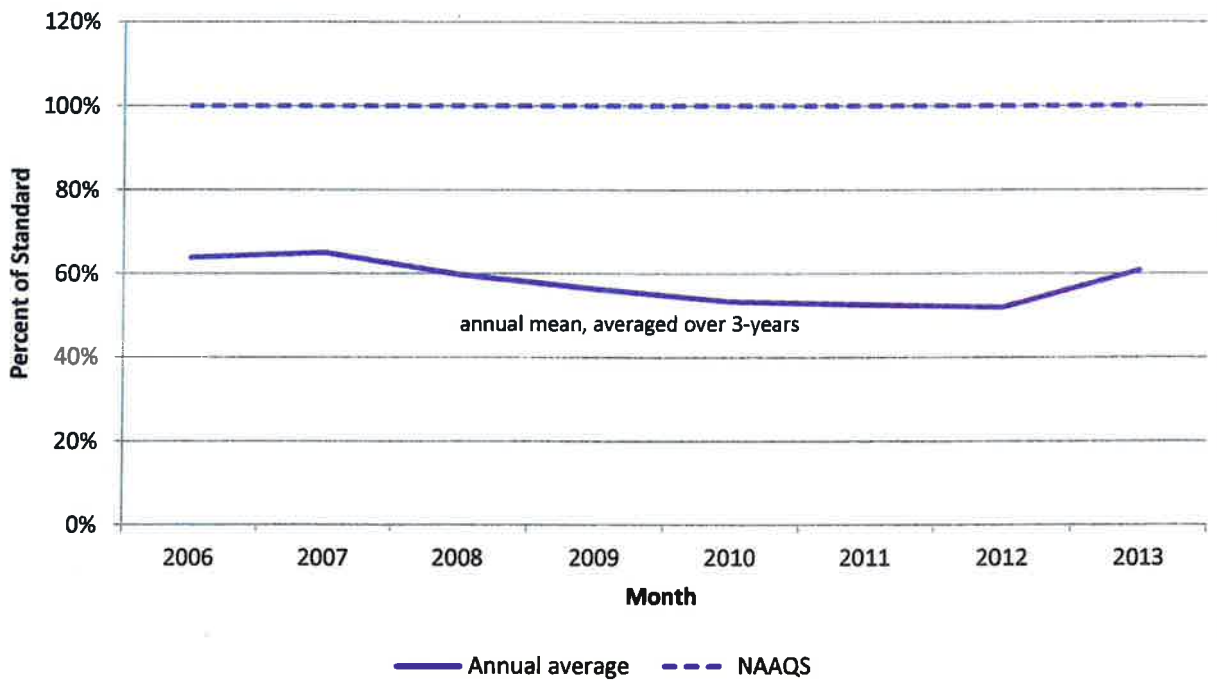
Elm Road Site PM10 Monthly 24-Hour Max and NAAQS



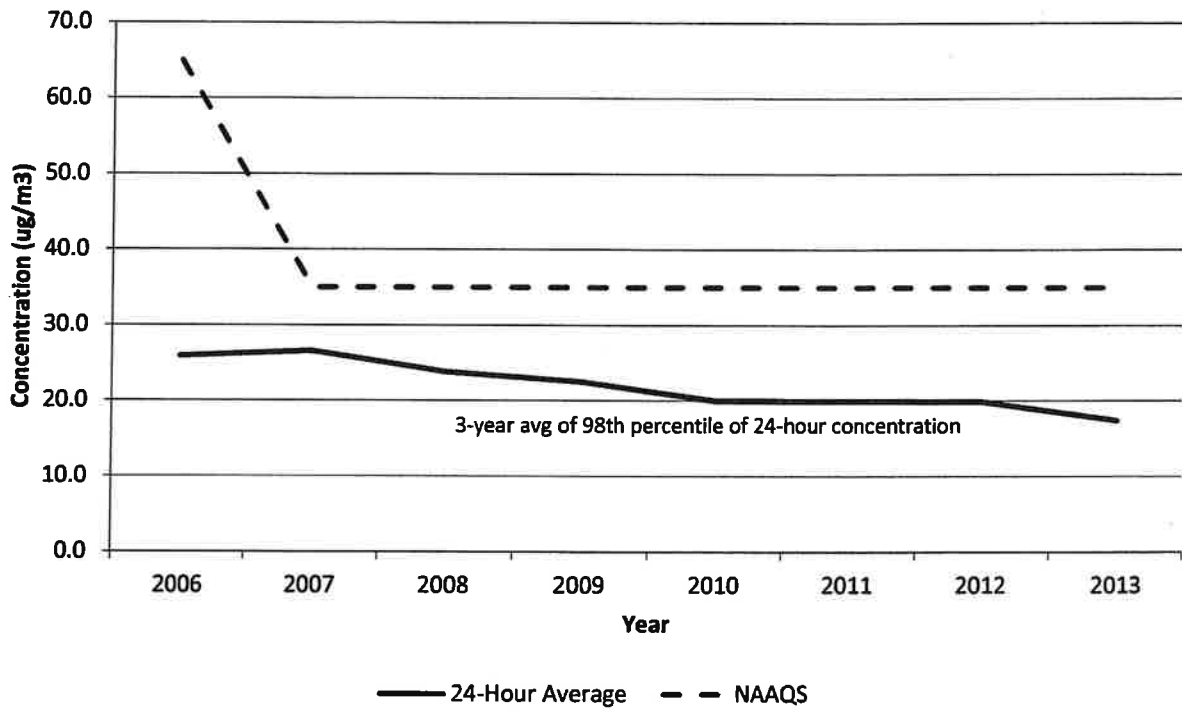
Elm Road Site PM2.5 Annual Average and NAAQS



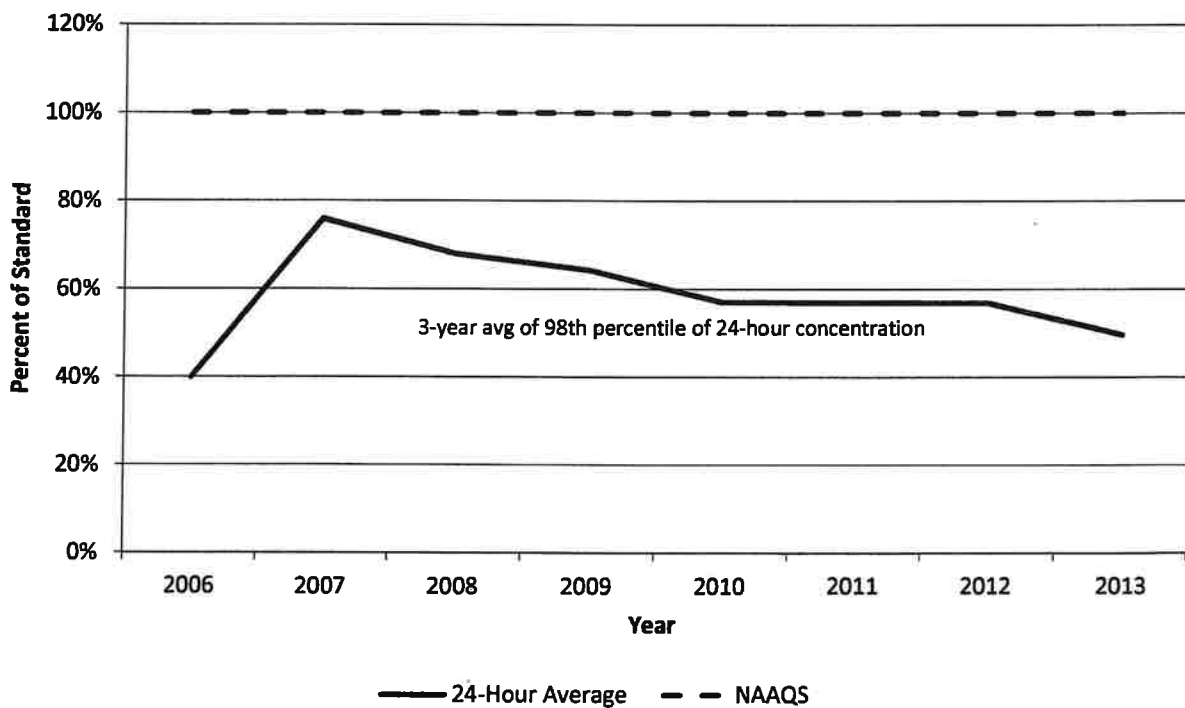
Elm Road Site PM2.5 Annual Average and NAAQS



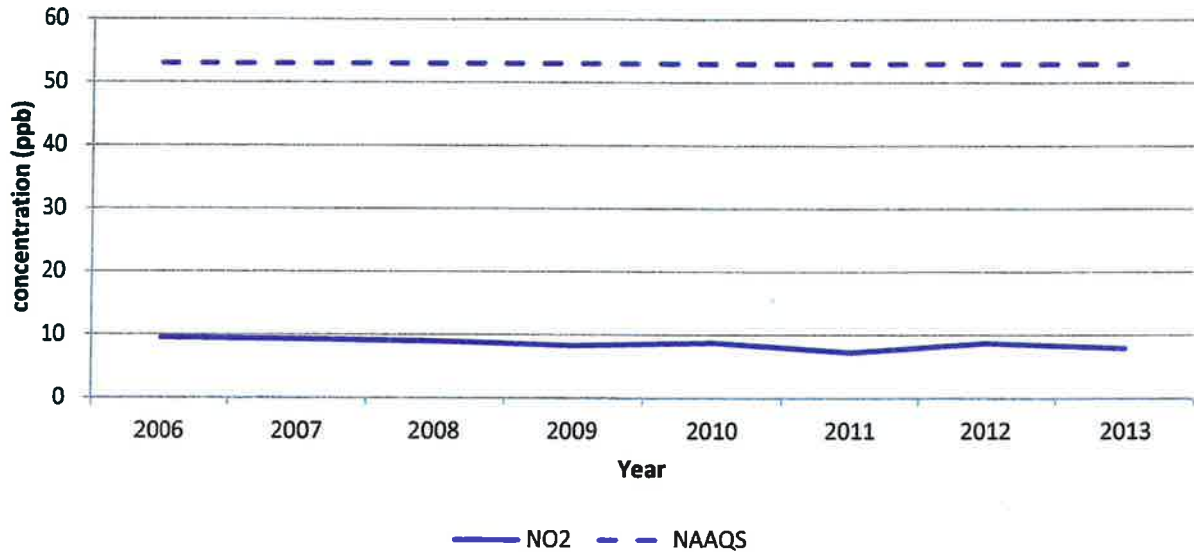
Elm Road Site PM2.5 24-Hour Average and NAAQS



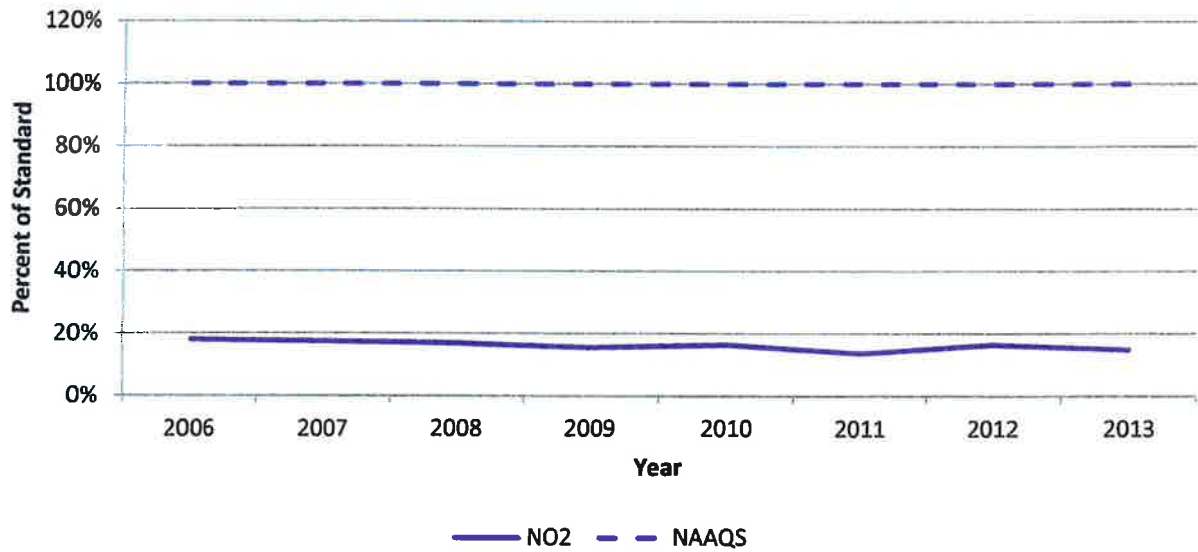
Elm Road Site PM2.5 24-Hour Average and NAAQS



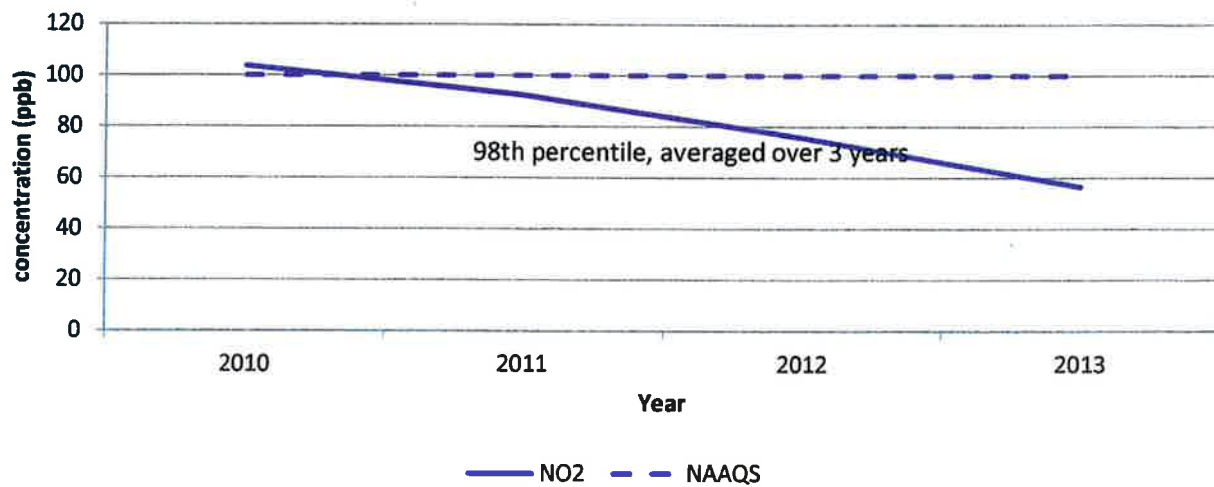
Carrollton School NO2 and NAAQS - Annual Average



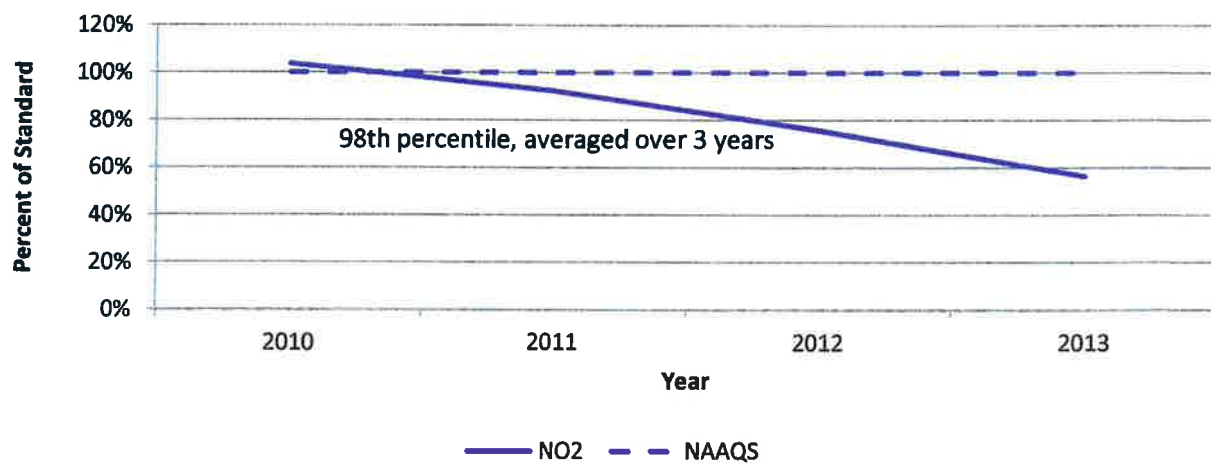
Carrollton School NO2 and NAAQS - Annual Average



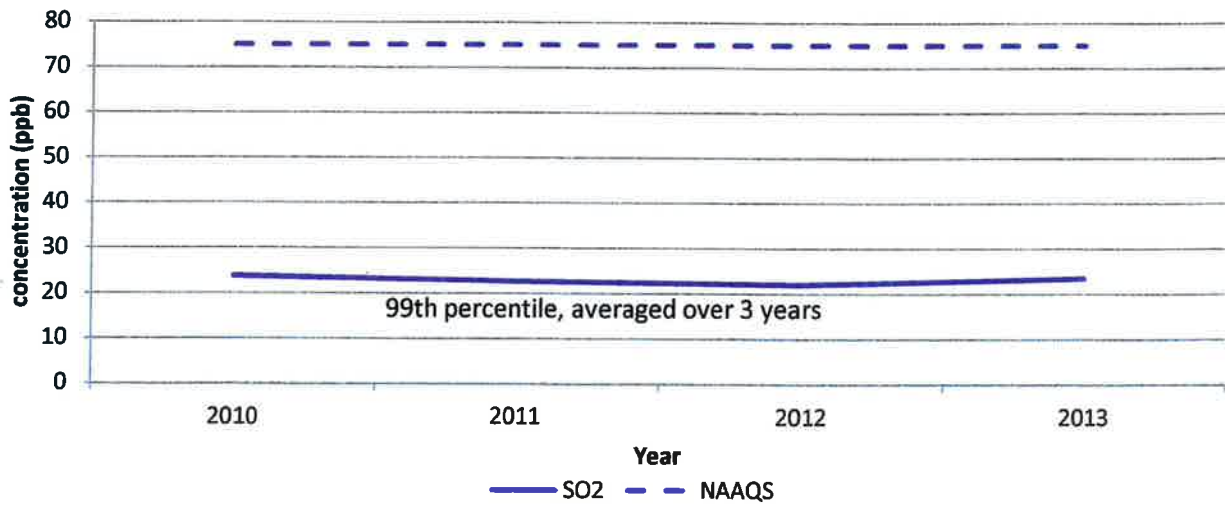
Carrollton School NO2 and NAAQS - 1-Hour



Carrollton School NO2 and NAAQS - 1-Hour

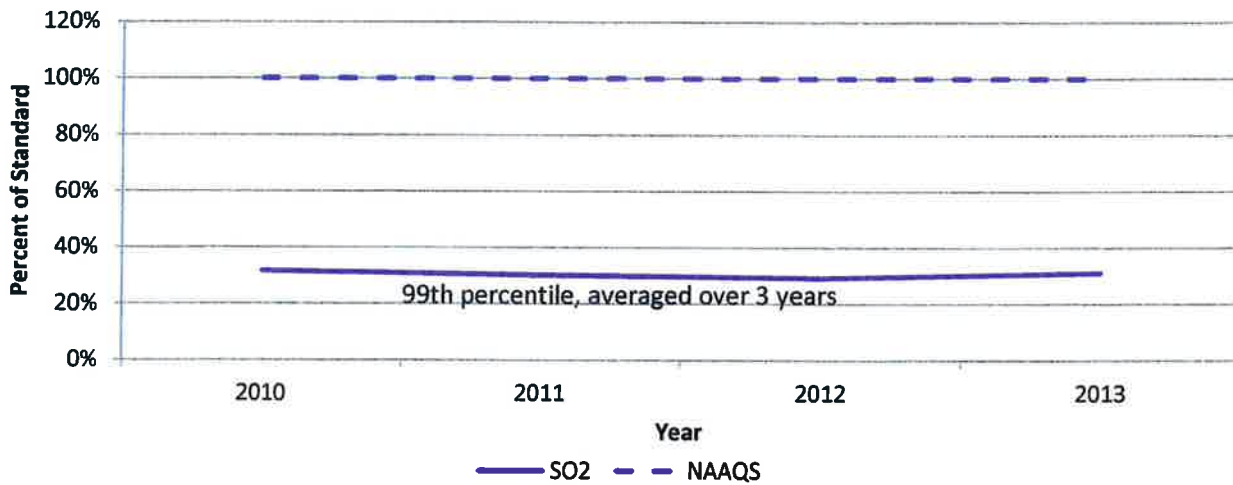


Carrollton School SO2 and NAAQS - 1-Hour



Note: The secondary standard of 500 ppb has never been exceeded during the monitoring period.

Carrollton School SO2 and NAAQS - 1-Hour



Note: The secondary standard of 500 ppb has never been exceeded during the monitoring period.



We Energies
231 W. Michigan St.
Milwaukee, WI 53203
www.we-energies.com

December 4, 2013

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

Dear Mr. Peterson,

Thank you for taking the time to meet with us recently to discuss possible changes to the air monitoring requirements in the Agreement dated April 2, 2003 between the City of Oak Creek and Wisconsin Energy Corporation, along with its subsidiaries, Wisconsin Electric Power Company (WEPCO), W.E. Power, LLC and WISPARK LLC and Wisconsin Gas Company dated April 2, 2003 ("Agreement"). The purpose of this letter is to request that the Agreement be amended to eliminate the air monitoring requirements as described below.

Section E.4 of the Agreement states as follows:

Exceptions to Monitoring Requirements. The monitors shall continue to be operated and maintained until (a) all of the New Facilities authorized by PSC Docket No. 05-CE-130 have been built and have been in operation for a period of not less than five years, (b) the emission data indicates that the emissions and ambient air quality are within state and/or national ambient air quality standards, all applicable permit limits and the Baseline Emission Level of this Agreement for three consecutive years, and (c) the concentration of air pollutants are at or less than the maximum concentrations modeled as part of WEC air modeling calculations submitted with the air pollution control permit applications for the New Facilities for three consecutive years. If the requirements of this sub-paragraph are satisfied, paragraph E will no longer apply. If none of the New Facilities sought in PSC Docket No. 05-CE-130 has been approved by the PSC for construction in Oak Creek, or if WEC does not proceed with construction of the New Facilities, then the requirements of paragraph E will no longer apply.

As we discussed at our recent meeting, with the completion in 2012 of the air quality control systems on the existing facilities, emissions from the existing and new facilities are less than ten percent (10%) of the baseline emission level. Data from the Elm Road and Carrollton air monitors also show readings that are well below all applicable ambient air quality requirements. All of this information has been reviewed and confirmed by the City's environmental consultant.

These emission reductions and air quality improvements have been achieved by a capital investment in air quality control systems of almost \$1.4 billion over the past ten years on the existing and new facilities. Elimination of the air monitoring requirements will save our customers more than \$80,000 per year.

In summary, we believe it is appropriate to amend the Agreement to reflect conditions that currently exist, and are expected to continue, as a result of the substantial reduction in air emissions from the new and existing facilities as well as the continued improvement in air quality in the area as measured by the air monitors. As such, we request the following change:

Paragraph E.4(a): Modify (a) as follows: "(T)he monitors shall continue to be operated and maintained until (a) all of the New Facilities authorized by PSC Docket No. 05-CE-130 have been built and have been in operation for a period of not less than three ~~five~~ years". By reducing the number of years from five to three, the requirements of sub-paragraph E.4 will be deemed satisfied and paragraph E will no longer apply.

WEPCO will continue to submit quarterly reports of the actual annual air emissions from the stacks of the existing and new facilities, as measured on a rolling 12-month basis. This information will be based on data collected from continuous emission monitoring systems, and other approved methods, that are submitted to meet requirements of the Wisconsin Department of Natural Resources and the U.S. Environmental Protection Agency.

Again, we appreciate you taking time to meet with us to discuss revisions to the ambient air quality monitoring requirements. If you have any further questions, please contact me at 414-221-2157 or Linda Sodemann at 414-221-3033.

Sincerely,



Kris McKinney
Manager, Environmental Strategy
We Energies

CC: Mayor Scaffidi
Larry Haskin
Dave Seitz
Linda Sodemann
Kate Phillips