



COMMON COUNCIL MEETING AGENDA

TUESDAY, MAY 20, 2014
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: 5/6/14

New Business

MAYOR & COMMON COUNCIL

4. **Resolution:** Consider Resolution No. 11488-052014, authorizing the issuance and sale of up to \$5,471,070 Waterworks System Revenue Bonds, Series 2014, and providing for other details and covenants with respect thereto, and approval of related \$5,471,070 financial assistance agreement for water main improvements in the Cedar Hills, Rowan Estates, and Howell Estates Subdivisions (by Committee of the Whole).
5. **Resolution:** Consider Resolution No. 11492-052014, authorizing the issuance and sale of \$20,500,000 general obligation promissory notes (by Committee of the Whole).
6. A. **Motion:** Consider a motion to approve acceptance of bids for construction either a) Fire Station No. 1 and separately for the City Hall/Library or b) for a combined construction contract for City Hall/Library and Fire Station and that the Common Council authorize inclusion of the recommended alternates in either separate construction contracts for the City Hall/Library and Fire Station No. 1 or a combined construction contract for the City Hall/Library and Fire Station No. 1 (by Committee of the Whole).

B. **Motion:** Consider a motion to authorize acceptance of a bid for either a) Fire Station No. 1 and separately for the City Hall/Library or b) for a combined construction contract for Fire Station No. 1 and City Hall/Library and that the Common Council authorize inclusion of the recommended alternates in either separate construction contracts for the City Hall/Library and Fire Station or a combined construction contract for the Fire Station No. 1 and City Hall/Library (by Committee of the Whole).
7. **Motion & Ordinance:** Consider a motion to appoint Karen Kastenson as Deputy Comptroller/Payroll Coordinator and to consider Ordinance No. 2724, amending Section 4 of Ordinance 2700, fixing the salary ranges, salary, wages and allowances for non-union, general, management, personnel and other City offices and positions for the year 2014,

- establishing an annual salary for the position effective June 16, 2014 (by Committee of the Whole).
8. **Resolution:** Consider Resolution No. 11490-052014, authorizing execution of a Bill of Sale with Verizon Wireless Personal Communications LP and the Oak Creek Franklin Joint School District (3rd District).
 9. **Resolution:** Consider Resolution No. 11491-052014, approving the execution of the Mortgagee's Consent and Subordination to the Declaration of Covenants, Conditions, Restrictions, and Easements for Drexel Town Square ("DTS") (2nd District).
 10. **Motion:** Consider a motion to accept the bid of the Milwaukee Journal Sentinel (Oak Creek NOW) to serve as the official City newspaper for the next 12 months (by Committee of the Whole).
 11. **Motion:** Consider a motion to concur with the Mayor's (re)appointments as follows:
 - a. Police and Fire Commission – 5 year terms to expire 4/2019
Terry Peterson
 12. **Motion:** Consider a motion to approve the 2014 Vendor Summary Report in the amount of \$357,865.55 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

13. **Resolution:** Consider Resolution No. 11489-052014, approving a certified survey map for the property at 9345 S. 15th Ave. (3rd District)

ENGINEERING

14. **Resolution:** Consider Resolution No. 11493-052014, granting to We Energies a 12'-wide permanent electric easement and a 6'-wide permanent gas main easement at 301 W. Ryan Road (Tax Key No. 906-9026)(5th District).

LICENSE COMMITTEE

The License Committee met on 5/12/14. Minutes are attached. Recommendations are being made as follows:

15. **Motion:** Consider a motion to grant an Operator's license to Nicole Halter, 22900 Hanson Rd., Union Grove (Melrose).
16. **Motion:** Consider a motion to grant a 2014 Transient Merchant license on behalf of American Dream Homebuilders, selling home improvement products, to the following salespersons:
 - Andrew Hanke, 546 River Dr., Mayville
 - Todd Felts, S70 W16381 Hedgewood Dr., Muskego

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

17. **Motion:** Consider a motion to grant an Operator's license to the following (*favorable background report received*):

- Caitria M. Thiele, 4545 Jenna Dr., Franklin (Bootz Saloon)
- Corrine M. Pozel, 1337 Illinois St., Racine (Woodman's)
- Laurie C. Walvisch, 234 Montana Ave., South Milwaukee
- John Q. Murdock, 4070 S. Packard Ave., #4, St. Francis (Fairfield Inn)
- Deborah A. DeVowe, 6160 S. 6th St., Milwaukee (Pick 'n Save)
- Rudy Siam, 2216 W. National Ave., Milwaukee (Kwik Trip)
- Kolin McCormick, 525 Wellington Ave., Union Grove (Kwik Trip)
- Matthew J. Price, 420 Ardmore Ave., Ripon (Kwik Trip)
- Sarah J. Walkington, 2121 N. Cambridge Ave., Milwaukee (Target)
- Samantha A. Rogers, 323 Cottonwood Ave., Hartland (Buffalo Wild Wings)
- Megan E. Goll, 361 W. Swan Cercle, Oak Creek (Kwik Trip)
- Touly Vang, 3636 W. Barnard Ave., Greenfield (Kwik Trip)
- Amanda K. Rolbiecki, 8551 Ventana Dr., Oak Creek (Target)
- Ryan R. Pitz, 159 N. Jackson St., Milwaukee (Target)
- Thomas J. Maglio, 5992 Sugarbush Ln., Greendale (Bootz)
- Lynde L. McGuire, 5625 S. Swift Ave., Cudahy (Target)

18. **Motion:** Consider a *motion* to grant a 2014 transient merchant license to Jeffrey VandenBoom, 10549 Beacon Hill Ct. East, Franklin, selling home improvement products on behalf of The Window Store (favorable background report received):
19. **Motion:** Consider a *motion* to grant an Athletic Events, Parades and Related Event Permit to Pardeep Kaleka, Event Coordinator for Chardhi Kala 6K Run/Walk on 8/2/14 (department approvals received).

MISCELLANEOUS

20. **Motion:** Consider a *motion* to convene in to Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes to discuss the following:
- a. Section 19.85 (1)(g) to discuss a settlement agreement with or potential litigation against Angus Young & Associates, Inc. of Janesville, WI ("AYA") regarding a negligence claim related to the addition and renovation of the public works facility at 800 W. Puetz Rd.
 - b. Section 19.85(1)(e) to consider terms of a proposed Tax Incremental District Finance Development Agreement with Cobalt Partners for the property at 2201 E. College Avenue (Tax Key No. 721-8017) (1st District).
21. **Motion:** Consider a *motion* to reconvene into Open Session.
22. **Motion:** Consider a *motion* to take action, if required.

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 768-6511, (FAX) 768-9587, (TDD) 768-6513 or by writing to the ADA Coordinator at the Health Department, City Hall, 8640 S. Howell Avenue, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice

City of Oak Creek Common Council Report

Meeting Date: May 20, 2014

Item No.: 1f

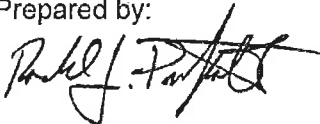
Recommendation: That the Common Council adopts Resolution No. 11488-052014, a resolution authorizing the issuance and sale of up to \$5,471,070 Waterworks System Revenue Bonds, Series 2014, and providing for other details and covenants with respect thereto, and approval of related \$5,471,070 financial assistance agreement for water main improvements in the Cedar Hills, Rowan Estates, and Howell Estates Subdivisions.

Background: The improvements to the water main in the three above mentioned subdivisions will be funded 100% by a low interest loan through the Safe Drinking Water Loan Program (SDWLP) at an interest rate of 1.925% per annum. The Municipal Obligations will insure the Utility has rates and charges that will generate sufficient revenue to repay the loan from the SDWLP.

This project involves the relay of approximately 30,000 feet of water main in the following three subdivisions: Cedar Hills, Rowan Estates, and Howell Estates. The existing water main in these areas is 1950's vintage cast iron that is experiencing a high level of customer interruption due to breaks in the main and will be relayed in favor of PVC pipe. Work will include replacing water distribution system mains, valves, fire hydrants, and water services in each of the three subdivisions.

Fiscal Impact: All debt service will be paid with revenues (through water rates) by the Oak Creek Water and Sewer Utility.

Prepared by:



Ronald J. Pritzlaff, P.E.
Utility Engineer

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11488-052014

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$5,471,070 WATERWORKS SYSTEM REVENUE BONDS, SERIES 2014,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Oak Creek, Milwaukee County, Wisconsin (the "Municipality") owns and operates a waterworks system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, the Municipality has previously issued: (a) its Waterworks System Revenue Bonds, dated November 1, 2005 (the "2005 Bonds") pursuant to Resolution No. 10555-101805 adopted on October 18, 2005 (the "2005 Resolution") and (b) its Waterworks System Refunding Revenue Bonds, dated March 15, 2011 (the "2011 Bonds") pursuant to Resolution No. 11100-030111 adopted on March 1, 2011 (the "2011 Resolution"), which are payable from the income and revenues of the System; and

WHEREAS, the 2005 Bonds and the 2011 Bonds shall be referred to collectively as the "Senior Bonds"; and

WHEREAS, the 2005 Resolution and the 2011 Resolution shall be referred to collectively as the "Senior Resolutions"; and

WHEREAS, the Municipality has heretofore also issued its (a) Waterworks System Revenue Bonds, Series 2010, dated January 13, 2010 (the "2010 Bonds") pursuant to Resolution No. 11019-121509 adopted on December 15, 2009 (the "2010 Resolution"), (b) Waterworks System Revenue Bonds, Series 2011, dated November 23, 2011 (the "November 2011 Bonds") pursuant to Resolution No. 11168-111511 adopted on November 15, 2011 (the "November 2011 Resolution"), and (c) Waterworks System Revenue Bonds, Series 2013, dated May 8, 2013 (the "2013 Bonds") pursuant to Resolution No. 11349-041613 adopted on April 16, 2013 (the "2013 Resolution"), which are payable from a pledge of revenues of the System on a basis junior and subordinate to the Senior Bonds; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4869-05 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2013-0327 and dated June 11, 2013, No. W-2013-0343 and dated June 17, 2013 and No. W-2013-0354 and dated June 19, 2013 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which

bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell waterworks system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the 2010 Resolution, November 2011 Resolution and 2013 Resolution permit the issuance of additional bonds on a parity with the 2010 Bonds, November 2011 Bonds and 2013 Bonds (collectively, the "Prior Safe Drinking Water Bonds") upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Senior Bonds and the Prior Safe Drinking Water Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$5,471,070 Waterworks System Revenue Bonds, Series 2014, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Waterworks System Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Oak Creek, Milwaukee County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "November 2011 Bonds" means the Municipality's Waterworks System Revenue Bonds, Series 2011, dated November 23, 2011;

(o) "November 2011 Resolution" means Resolution No. 11168-111511 adopted by the Governing Body on November 15, 2011 authorizing the issuance of the November 2011 Bonds;

(p) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(q) "Prior Safe Drinking Water Bonds" mean the 2010 Bonds, November 2011 Bonds and 2013 Bonds;

(r) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(s) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(t) "Senior Bonds" means the 2005 Bonds and the 2011 Bonds, and any future bonds issued by the Municipality that qualify as "Additional Senior Bonds" under Section 11(a) of this Resolution (the Senior Bonds are intended to be senior to the Bonds and any Parity Bonds);

(u) "Senior Resolutions" means the 2005 Resolution and the 2011 Resolution;

(v) "System" means the entire waterworks system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage and distribution of water, including all improvements and extensions thereto made by the

Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such waterworks system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(w) "2005 Bonds" means the Municipality's Waterworks System Revenue Bonds, dated November 1, 2005;

(x) "2005 Resolution" means Resolution No. 10555-101805 adopted by the Governing Body on October 18, 2005 authorizing the issuance of the 2005 Bonds;

(y) "2010 Bonds" means the Municipality's Waterworks System Revenue Bonds, Series 2010, dated January 13, 2010;

(z) "2010 Resolution" means Resolution No. 11019-121509 adopted by the Governing Body on December 15, 2009 authorizing the issuance of the 2010 Bonds;

(aa) "2011 Bonds" means the Municipality's Waterworks System Refunding Revenue Bonds, dated March 15, 2011;

(bb) "2011 Resolution" means Resolution No. 11100-030111 adopted by the Governing Body on March 1, 2011 authorizing the issuance of the 2011 Bonds;

(cc) "2013 Bonds" means the Municipality's Waterworks System Revenue Bonds, Series 2013, dated May 8, 2013; and

(dd) "2013 Resolution" means Resolution No. 11349-041613 adopted by the Governing Body on April 16, 2013 authorizing the issuance of the 2013 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$5,471,070; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Waterworks System Revenue Bonds, Series 2014" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.925% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2014 and semiannually thereafter on May 1 and November 1 of

each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, junior and subordinate to the pledge granted to the holders of the Senior Bonds and on a parity with the pledge granted to the holders of the Prior Safe Drinking Water Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Senior Bonds, the Prior Safe Drinking Water Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Senior Bonds, the Prior Safe Drinking Water Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the Senior Resolutions are hereby continued and shall be used solely for the following respective purposes:

- (a) Waterworks System Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

- (b) Waterworks System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Waterworks System Special Redemption Fund (the "Debt Service Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and the "Reserve Account". The Interest and Principal Account shall be used for the payment of the principal of, premium, if any, and interest on, first, the Senior Bonds and, second, the Prior Safe Drinking Water Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account established by the Senior Resolutions for the Senior Bonds is not pledged to the payment of the principal of or interest on the Prior Safe Drinking Water Bonds or the Bonds and moneys on deposit therein shall under no circumstances be used to pay principal of or interest on the Prior Safe Drinking Water Bonds or the Bonds.
- (d) Waterworks System Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.
- (e) Waterworks System Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Senior Bonds, the Prior Safe Drinking Water Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the funds or accounts provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, for monthly transfer to the Interest and Principal Account thereof, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Senior Bonds, the Prior Safe Drinking Water Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Senior Bonds, the Prior Safe Drinking Water Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source); and

- (c) to the Debt Service Fund, for monthly transfer to the Reserve Account thereof, any amounts required by the Senior Resolutions to fund the Reserve Account;
- (d) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (e) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Senior Bonds, the Prior Safe Drinking Water Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on, first, the Senior Bonds and, next, the Prior Safe Drinking Water Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Waterworks System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net

Revenues equivalent to not less than the annual principal and interest requirements on the Senior Bonds, the Prior Safe Drinking Water Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds.

(a) Additional Senior Bonds. The Bonds are issued on a basis junior and subordinate to the Senior Bonds. The Municipality may issue obligations payable from the revenues of the System in such a manner as to enjoy priority over the Bonds or any Parity Bonds ("Additional Senior Bonds"), provided that all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such Additional Senior Bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all obligations outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Senior Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) Upon such issuance, the rating classification of the Additional Senior Bonds would be confirmed by a publicly released municipal rating of the "A" quality investment group, or better, as assigned by Moody's Investors Service, or Standard & Poor's Corporation, or by a similar nationally recognized rating agency, without regard to any credit enhancement provided for such Additional Senior Bonds.

(3) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(4) The Additional Senior Bonds must have principal maturing on December 1 of each year in which principal falls due and interest falling due on June 1 and December 1 of each year.

(5) The proceeds of the Additional Senior Bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

(b) Additional Junior and Parity Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$5,471,070 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Waterworks System SDWLP Project Fund." The Waterworks System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Waterworks System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which

it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Senior Resolutions, the 2010 Resolution, the November 2011 Resolution and the 2013 Resolution), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Senior Resolutions, the 2010 Resolution, the November 2011 Resolution or the 2013 Resolution, the Senior Resolutions, the 2010 Resolution, the November 2011 Resolution and the 2013 Resolution shall control as long as any of the respective Senior Bonds, 2010 Bonds, November 2011 Bonds or 2013 Bonds are outstanding.

Passed: May 20, 2014

Approved: May 20, 2014

Common Council President Kenneth Gehl

Approved this 20th day of May, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
MILWAUKEE COUNTY
CITY OF OAK CREEK

REGISTERED
\$ _____

WATERWORKS SYSTEM REVENUE BOND, SERIES 2014

Final
Maturity Date

May 1, 2034

Date of
Original Issue

____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Oak Creek, Milwaukee County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2016 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 1.925% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2014.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2016 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at One and 925/1000ths percent (1.925%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Waterworks System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted May 20, 2014, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$5,471,070 Waterworks System Revenue Bonds, Series 2014, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues derived from the operation of the Waterworks System of the Municipality (the "Utility"). The Bonds are issued on a basis junior and subordinate to the Municipality's Waterworks System Revenue Bonds, dated November 1, 2005 and Waterworks System Refunding Revenue Bonds, dated March 15, 2011, and on a parity with the Municipality's Waterworks System Revenue Bonds, Series 2010, dated January 13, 2010, Waterworks System Revenue Bonds, Series 2011, dated November 23, 2011 and Waterworks System Revenue Bonds, Series 2013, dated May 8, 2013, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF OAK CREEK,
WISCONSIN

(SEAL)

By: _____
Stephen Scaffidi
Mayor

By: _____
Catherine A. Roeske
City Clerk

COPY

(Form of Assignment)

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

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

COPY

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

Signature(s) guaranteed by

SCHEDULE A

\$5,471,070

CITY OF OAK CREEK, WISCONSIN
WATERWORKS SYSTEM REVENUE BONDS, SERIES 2014

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2016	\$241,227.29
May 1, 2017	245,870.92
May 1, 2018	250,603.94
May 1, 2019	255,428.06
May 1, 2020	260,345.05
May 1, 2021	265,356.69
May 1, 2022	270,464.81
May 1, 2023	275,671.26
May 1, 2024	280,977.93
May 1, 2025	286,386.75
May 1, 2026	291,899.70
May 1, 2027	297,518.77
May 1, 2028	303,246.01
May 1, 2029	309,083.49
May 1, 2030	315,033.35
May 1, 2031	321,097.74
May 1, 2032	327,278.87
May 1, 2033	333,578.99
May 1, 2034	340,000.38

COPY

City of Oak Creek Common Council Report

Meeting Date: May 20, 2014

Item No.: 5

Recommendation: That the Common Council approve Resolution No. 11492-052014 Authorizing the Issuance and sale of \$20,500,000 General Obligation Promissory Notes.

Background: Attached is a resolution which would authorize the issuance and sale of \$20.5 million in general obligation notes to provide financing to build a new City Hall, Library, and Fire Station at the heart of Drexel Town Square. This bond is not the only funding source for this project, the City has designed a plan for funding sources, which the Council has reviewed before and is attached.

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 a MIG1 rating and affirmed the City's Aa2 rating for these notes.

This is the final issuance that was included in the City's Long Range Capital Needs funding plan. 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. The initial financing is a short term note which will be refinanced into a long term bond at maturity.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

DREXEL TOWN SQUARE

<u>City Hall/Library</u>	
BUDGET	\$24,100,000
<u>Funding Sources</u>	
Bonds	\$16,700,000
Library Impact Fees	\$1,000,000
MMSD funds	\$250,000
Storm Water Fund	\$100,000
CIP Sweep	\$217,000
Fund 19 (Community Mitigation) Sweep	\$1,350,000
Library Fundraising	\$1,500,000
DTS Property Sales/Amortization Fund 21	\$2,050,000
Urban Non-Point Source Grant	\$150,000
Focus on Energy Grant	\$100,000
Impact Fees (Advanced from future collections)	\$1,000,000

<u>Fire Station/Communications Tower</u>	
BUDGET	\$4,300,000
<u>Funding Sources</u>	
Bonds	\$3,800,000
CIP Sweep/Fire Impact Fees	\$500,000

<u>Additional Funds Available for Projects</u>	
2013 EOC Grant match	\$50,000
2014 CIP Available funding from Tower	\$135,000
2006 CIP Fiber Optic, Estimated	\$250,000
Amortization Fund 21 (incalculable until final bonds are determined)	

HutchinsonShockeyErley&Co

1110 N. Old World Third Street, Suite 630
Milwaukee, Wisconsin 53203
P 414.298.9898 F 414.298.9893
www.hsemuni.com

April 22, 2014

Mr. Gerald Peterson
City Administrator
City of Oak Creek
8640 S. Howell Ave.
Oak Creek, Wis. 53154

Dear Jerry:

Enclosed is a preliminary debt schedule for the City Hall, Library and Fire Station project. The initial financing is a short term note which will be refinanced into long term bond at maturity. This financing method is the result of State statutes that require a mandatory referendum for any bond issued for a new city hall. No referendum is required for a note or the refinancing of a note.

In addition, under other circumstances where a project of this nature would be fully funded by borrowing, the maturity of the initial note would probably be set some time after construction was completed. In your case, some of the projects costs will be funded with cash on hand which allows greater flexibility in determining the maturity of the Note. By having a maturity of April 1, 2015 the City will be able to refinance into long term bonds earlier in case interest rates start to rise. The IRS allows the City to refinance 90 days before maturity which in this case would be January 1 of 2015.

If you have any questions or need additional information please do not hesitate to contact me.

Sincerely,



Paul M. Thompson
Executive Vice President

Cc: Bridget M. Souffrant

CITY OF OAK CREEK

CITY HALL/LIBRARY/FIRE STATION

2014

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/03/2014	-	-	-	-	-
04/01/2015	20,500,000.00	1.750%	296,965.28	20,796,965.28	20,796,965.28
Total	\$20,500,000.00	-	\$296,965.28	\$20,796,965.28	-

Yield Statistics

Bond Year Dollars	\$16,969.44
Average Life	0.828 Years
Average Coupon	1.7500000%
Net Interest Cost (NIC)	1.7500000%
True Interest Cost (TIC)	1.7450145%
Bond Yield for Arbitrage Purposes	0.3002167%
All Inclusive Cost (AIC)	1.7450145%

IRS Form 8038

Net Interest Cost	0.3003644%
Weighted Average Maturity	0.828 Years

RESOLUTION NO. 11492-052014

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$20,500,000 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 constructing and equipping new City Hall, public library and fire station facilities (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 TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000) 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 TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000) (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 \$20,500,000; shall be dated June 3, 2014; 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 rate per annum and mature on April 1, 2015 as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable at maturity. 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 shall not be subject to optional redemption.

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 year 2014 for the payments due in the year 2015 in the amounts set forth on the Schedule.

(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.

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 \$20,500,000 General Obligation Promissory Notes, dated June 3, 2014" (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 May 20, 2014.

President, Common Council

Approved this 20th day of May, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

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 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:
April 1, 2015 June 3, 2014 _____% _____

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 at maturity. 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 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 \$20,500,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of constructing and equipping new City Hall, public library and fire station facilities, all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on May 20, 2014. Said resolution is recorded in the official minutes of the Common Council for said date.

This Note is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this 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 irrepealable 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 after the Record Date. 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

Revised

Meeting Date: 5/20/14

Item No.:

Recommendation:

Action Item 1: That the Common Council authorize inclusion of alternates in separate construction contracts for the City Hall/Library and for Fire Station No. 1.

Action Item 2: That the Common Council authorize acceptance of separate construction bids for Fire Station No. 1 and for the City Hall/Library and award the contracts to the lowest responsive, responsible bidder.

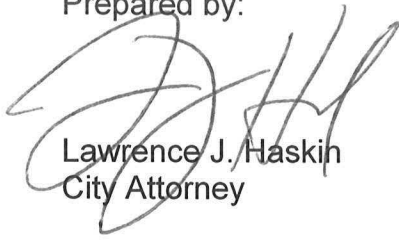
Background: On February 7, 2003 the City entered into a contract with Bray Architects for the design of the new City Hall/Library and Fire Station No. 1. Prior to that, the City had entered into a contract with Steve Chamberlin as owner's representative for the project. Bids have been prepared and were available for bidders to pick up and review on April 10, 2014. Bids were opened on May 15, 2014. In order to make every effort to stay within the prescribed budget, there were approximately 38 alternate items included in the bid package.

Under Wisconsin law, the City is required to award the contracts to the lowest responsible responsive bidder. In order to ensure that the City complies with state law and to avoid any claim that selection of alternates has been specifically designed or manipulated to select a particular contractor, the staff will be providing a report to the Common Council that details each of the bids that have been submitted for both alternatives but does not identify those bids by contractor name. Initially, the Common Council will determine which of the alternates to select as part of the final award of the contract. Once those determinations are made, the Staff and Steve Chamberlain will take that directive and calculate the individual bids and determine the lowest responsible, responsive bidder based upon direction provided by the Council without regard to the name of the contractor.

There may be a time gap in the meeting between the Council's decisions on which alternatives to include and when the contract is awarded to the lowest responsive responsible bidder so that the staff has time to make the necessary calculations based upon the Council's action.

Fiscal Impact: As stated above.

Prepared by:

A handwritten signature in black ink, appearing to read 'L. Haskin', written over the printed name and title.

Lawrence J. Haskin
City Attorney

Respectfully submitted,

Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:

Bridget M. Souffrant, CMTW
Finance Director / Comptroller

City of Oak Creek Common Council Report

Meeting Date: 5/20/14

Item No.: 6

Recommendation:

Action Item 1: That the Common Council approve acceptance of bids for construction of either a) Fire Station No. 1 and separately for the City Hall/Library or b) for a combined construction contract for City Hall/Library and Fire Station and that the Common Council authorize inclusion of the recommended alternates in either separate construction contracts for the City Hall/Library and Fire Station No. 1 or a combined construction contract for the City Hall/Library and Fire Station No. 1.

Action Item 2: That the Common Council authorize acceptance of a bid for either a) Fire Station No. 1 and separately for the City Hall/Library or b) for a combined construction contract for Fire Station No. 1 and City Hall/Library and that the Common Council authorize inclusion of the recommended alternates in either separate construction contracts for the City Hall/Library and Fire Station or a combined construction contract for the Fire Station No. 1 and City Hall/Library.

Background: On February 7, 2003 the City entered into a contract with Bray Architects for the design of the new City Hall/Library and Fire Station No. 1. Prior to that, the City had entered into a contract with Steve Chamberlin as owner's representative for the project. Bids have been prepared and were available for bidders to pick up and review on April 10, 2014. Bids were opened on May 15, 2014. The budget for the construction contracts for Fire Station No. 1 is \$3.8 million and for the City Hall/Library is \$19.5 million for a total of \$23.3 million. This does not include the furniture, fixture and equipment as well as the soft costs for both construction projects. The specifications contemplate that contractors would have the option of bidding separately on Fire Station No. 1 and City Hall/Library or bidding on a combined basis for Fire Station No. 1 and City Hall/Library. In order to make every effort to stay within the prescribed budget, there were approximately 38 alternate items included in the bid package. Acceptance of those alternate items will assist in reducing the bid below the budgeted amount.

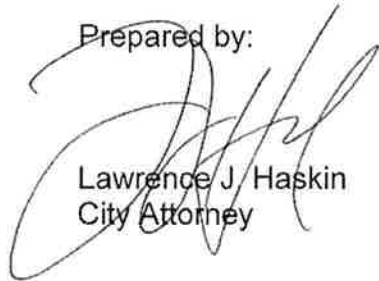
Under Wisconsin law, the City is required to award the contracts to the lowest responsible responsive bidder. In order to ensure that the City complies with state law and to avoid any claim that selection of alternates has been specifically designed or manipulated to select a particular contractor, the staff will be providing a report to the Common Council that details each of the bids that have been submitted for both alternatives but does not identify those bids by contractor name. Additionally, at the meeting the Common Council will be provided with the average amount of each particular alternate which would serve to reduce the overall contract amount. Initially the Common Council will determine whether to accept a bid separately for City Hall/Library and Fire Station No. 1 or whether to accept a combined bid. At the same

time, the Common Council will determine which of the alternates to select as part of the final award of the contract. Once those determinations are made, the Staff and Steve Chamberlain will take that directive and calculate the individual bids and determine the lowest responsible, responsive bidder based upon direction provided by the Council without regard to the name of the contractor.

As anticipated, there will be a time gap in the meeting between the Council's decisions on whether to construct City Hall/Library and Fire Station No. 1 separately or combined and which alternatives to include and when the contract is awarded to the lowest responsive responsible bidder so that the staff has time to make the necessary calculations based upon the Council's action.

Fiscal Impact: As stated above.

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

City of Oak Creek Common Council Report

Meeting Date: May 20, 2014

Item No.: 7

Recommendation: That the Common Council adopt Ordinance 2724 Amending Section 4 of Ordinance 2700 relating to the salary for the new position of Deputy Comptroller/Payroll Coordinator contingent upon passing the pre-employment physical.

Background: The Personnel Committee previously recommended, and the Common Council approved, that the Finance Director/Comptroller advertise for and seek candidates for a new Deputy Comptroller/Payroll Coordinator position. Advertisements were placed and a total of 17 applicants for the position were received.

An interview team consisting of the Finance Director/Comptroller, Personnel Specialist, Account Clerk II (Finance), and the GIS Coordinator interviewed four candidates for the position. The Finance Director/Comptroller has selected Karen Kastenson to fill the position. Ms. Kastenson is a degreed accountant with over 18 years of accounting experience in both the public and private sectors. Ms. Kastenson has served as a Deputy Clerk/Treasurer in smaller Wisconsin communities and has extensive payroll processing experience in both public and private sectors. She comes with strong recommendations from her previous employers and will be a good fit for the City in working to meet the needs of our employees and the Finance Department.

Fiscal Impact: The 2014 budget includes \$95,990 for the estimated wages and benefits for the existing position of Account Clerk III and the new Deputy Comptroller/Payroll Coordinator. Based upon a hire rate of \$60,853 annually and a start date of June 16, 2014, the projected 2014 expenses for both positions, including the crossover for training are \$80,000-\$95,000 depending upon benefit selection.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

ORDINANCE NO. 2724

BY: _____

AN ORDINANCE AMENDING SECTION 4 OF ORDINANCE NO. 2700 AND FIXING THE SALARY RANGES, SALARY, WAGES AND ALLOWANCES FOR NON-UNION, GENERAL, MANAGEMENT PERSONNEL AND OTHER CITY OFFICES AND POSITIONS FOR THE YEAR 2014 ESTABLISHING ANNUAL SALARY FOR THE POSITION OF DEPUTY COMPTROLLER / PAYROLL COORDINATOR

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

SECTION 1: Ordinance No. 2700 is hereby amended as follows:

Position Title	Salary as of 6/16/14	Starting Salary	Top Salary
Deputy Comptroller / Payroll Coordinator	\$60,853	\$60,853	\$67,597

SECTION 2: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force and effect from and after its passage and publication and shall apply as of June 16, 2014.

Introduced this _____ day of _____, 2014.

Passed and adopted this _____ day of _____, 2014.

President, Common Council

Approved this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: 5/20/14

Item No.: 8

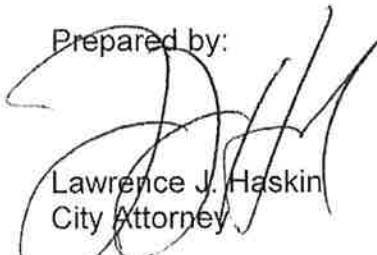
Recommendation: That the Common Council adopt Resolution No. 11490-052014, a Resolution authorizing execution of a Bill of Sale with Verizon Wireless Personal Communications LP and the Oak Creek Franklin Joint School District

Background: On October 26, 2001, the City and Verizon entered into a lease for the monopole located next to Fire Station No. 1 at 240 E. Puetz Road. On August 29, 2012, pursuant to the Exchange Agreement by and among the City, the School District and OWD, the City transferred ownership of the City Hall property, including City Hall, Library and Fire Station No. 1, to the School District and assigned the Verizon lease to the School District.

The monopole was originally constructed by Verizon and the lease with Verizon contemplated that a Bill of Sale would be executed by Verizon transferring ownership to the City. It was recently discovered that the Bill of Sale was never executed. The Resolution will authorize the Mayor to sign the attached Bill of Sale in behalf of the City.

Fiscal Impact: As stated above.

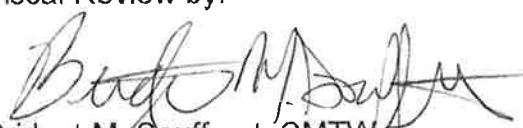
Prepared by:


Lawrence J. Haskin
City Attorney

Respectfully submitted,


Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11490 - 052014

A RESOLUTION AUTHORIZING EXECUTION OF A BILL OF SALE WITH
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP AND THE OAK
CREEK FRANKLIN JOINT SCHOOL DISTRICT
(City Hall Property-240 E. Puetz Rd.)
(3rd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Bill of Sale by and among Primeco Personal Communications Limited Partnership, DBA Verizon Wireless ("Verizon"), the City of Oak Creek ("City"), and the Oak Creek-Franklin Joint School District ("School District") 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 20th day of May, 2014.

Passed and adopted this 20th day of May, 2014.

President, Common Council

Approved this 20th day of May, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

BILL OF SALE

THIS BILL OF SALE is made and entered into this ____ day of ____, 2014, by and between **PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP**, a Delaware Limited Partnership d/b/a **VERIZON WIRELESS** (“**Seller**”), the **CITY OF OAK CREEK**, a Wisconsin municipal corporation (“**Buyer**”), and the **OAK CREEK–FRANKLIN JOINT SCHOOL DISTRICT** (“**Assignee**”).

RECITAL:

A. Buyer and Seller are the original parties to that certain Lease Agreement, dated October 26, 2001 and attached hereto at Exhibit A (the “**Lease Agreement**”);

B. Pursuant to the terms of the Lease Agreement, Seller installed a monopole tower more particularly described on Exhibit B attached hereto (the “**Monopole**”) at the real property located at 240 East Puetz Road, Oak Creek, Wisconsin, and more particularly described on Exhibit C attached hereto (the “**Real Property**”);

C. Upon completion of construction, Seller transferred ownership of the Monopole to Buyer and thereafter located its antennas and equipment on the Monopole in accordance with the terms and condition set forth in the Lease Agreement; however, Seller and Buyer did not immediately execute a Bill of Sale for the transfer of ownership of the Monopole;

D. Pursuant to the terms of the Special Warranty Deed dated August 29, 2012, Buyer conveyed to Assignee the Real Property, together with rents, profits, fixtures and other appurtenant interests;

E. Pursuant to the terms of the Assignment and Assumption of Leases dated August 30, 2012 and attached hereto as Exhibit D, Buyer assigned, transferred, conveyed and set over to Assignee all of Buyer’s right, title and interest in and to the Lease Agreement; and

F. Buyer, Seller, and Assignee desire by this Bill of Sale to document the conveyance of the Monopole from Seller to Buyer.

NOW, THEREFORE, in consideration of the recital and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Purchase and Sale of Monopole. Seller, Buyer, and Assignee acknowledge and agree that at or around October 26, 2001, Buyer purchased from Seller, and Seller hereby sold, assigned, and transferred to Buyer, the Monopole, free and clear of any and all security interests, liens, claims, taxes, and encumbrances of any kind or nature whatsoever. Seller intends by this Bill of Sale to acknowledge the conveyance to Buyer all of its right, title and interest in and to the Monopole.

2. Assignment of Monopole. Seller, Buyer, and Assignee hereby acknowledge and agree that pursuant to the terms of the Special Warranty Deed dated August 29, 2012, Buyer

sold, assigned, and transferred to Assignee, the Real Property, which included the Monopole, free and clear of any and all security interests, liens, claims, taxes, and encumbrances of any kind or nature whatsoever.

3. As Is Where Is. Buyer acknowledges and agrees that at the time of the transfer it had ample opportunity to inspect the Monopole to its satisfaction and that Seller conveyed the Monopole to Buyer "AS IS, WHERE IS," with all faults, and, with the exception of those express representations set forth in section 6 below, Seller made no warranties and representations with respect to the condition, quality, utility, performance, safety, desirability, value or suitability of the Monopole, express or implied, including without limitation, warranties of merchantability and/or fitness for a particular purpose.

4. Consideration. As consideration for the sale of the Monopole to Buyer, Buyer abated rental payments owed by Seller to Buyer for the co-location of its antennas and equipment on the Monopole. The amount of rent abated is set forth in Paragraph 4 of the Lease Agreement.

5. Lease Agreement. The Lease Agreement shall survive the conveyance of the Tower by Seller to Buyer.

6. Representations and Warranties of Seller. Seller represents and warrants that it had good and marketable title to and was the lawful owner of the Monopole, and owned the Monopole free and clear of any and all security interests, liens, claims, taxes and encumbrances of any kind or nature whatsoever at the time of the transfer to Buyer. Seller further represents and warrants as follows:

(i) Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware.

(ii) Seller has full power and authority to make, execute and deliver this Bill of Sale and to incur and perform the transactions contemplated herein and the obligations provided for herein.

(iii) The undersigned is authorized to execute this Bill of Sale and any document in connection with this Bill of Sale, on behalf of Seller, to effectuate the transaction contemplated by this Bill of Sale.

7. Representations and Warranties of Buyer. Buyer represents and warrants that it had good and marketable title to and was the lawful owner of the Monopole, and owned the Monopole free and clear of any and all security interests, liens, claims, taxes and encumbrances of any kind or nature whatsoever at the time of the transfer to Assignee. Buyer further represents and warrants as follows:

(i) Buyer is a Wisconsin municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Wisconsin.

(ii) Buyer has full power and authority to make, execute and deliver this Bill of Sale and to incur and perform the transactions contemplated herein and the obligations provided for herein.

(iii) The undersigned is authorized to execute this Bill of Sale and any document in connection with this Bill of Sale, on behalf of Seller, to effectuate the transaction contemplated by this Bill of Sale.

7. Miscellaneous.

(a) Entire agreement/Amendments. With respect to the sale of the Monopole, this Bill of Sale (i) contains the entire agreement between the parties, and (ii) supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. This Bill of Sale may be modified or amended only by a written instrument signed by both parties.

(b) Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(c) Assignments. Except as otherwise provided in the this Bill of Sale, the respective rights and obligations of the parties hereto shall not be assignable without the prior written consent of the other parties hereto.

(d) Successors and Assigns. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Counterparts. This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed as of the day and year first above written.

SELLER:

**PRIMECO PERSONAL
COMMUNICATIONS, LIMITED
PARTNERSHIP, d/b/a VERIZON WIRELESS**

By: _____
Name: Lynn Ramsey
Title: Area Vice President Network

ASSIGNEE:

**OAK CREEK-FRANKLIN
JOINT SCHOOL DISTRICT**

By: _____
Name: _____
Title: _____

BUYER:

CITY OF OAK CREEK

By: _____
Name: _____
Title: _____

EXHIBIT A
Lease Agreement

EXHIBIT B
Description of Monopole

EXHIBIT C
Description of Real Property

EXHIBIT D
Assignment and Assumption of Leases

City of Oak Creek Common Council Report

Meeting Date: 5/20/14

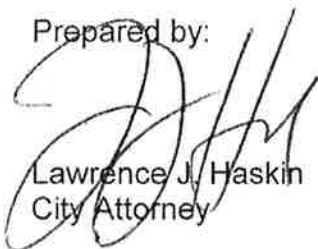
Item No.: 9

Recommendation: That the Common Council adopt Resolution No. 11491-052014, a Resolution Approving the Execution of the Mortgagee's Consent and Subordination to the Declaration of Covenants, Conditions, Restrictions and Easements for Drexel Town Square ("DTS").

Background: One West Drexel, LLC ("OWD") has prepared a Declaration of Covenants, Conditions, Restrictions and Easements for Drexel Town Square. The Declaration creates an Owners Association of all the owners of Drexel Town Square, creates a Board of Directors, provides for an advertising and promotional program, creates architectural and development control over improvements, reserves easements for common areas, roadways, utilities and parking, provides for sharing of costs for maintenance of the common areas, provides for regulations as it relates to signage and parking and includes other miscellaneous provisions. The property owned by the City, which includes City Hall, the Library and the ecological reserve on the west side of DTS are exempt from the terms of the Declaration. Because the City holds a mortgage on the property, it is required that the City consent to the Declaration. With the adoption of Resolution No. 11491-052014, the Mayor and City Clerk will be authorized to execute the Mortgagee's Consent and Subordination to the Declaration.

Fiscal Impact: The Declaration has positive fiscal impact on the City as all costs of maintenance related to the common areas of Drexel Town Square will be borne by the private developers and not 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

RESOLUTION NO. 11491-052014

RESOLUTION APPROVING THE EXECUTION OF THE MORTGAGEE'S
CONSENT AND SUBORDINATION TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DREXEL TOWN
SQUARE
(Drexel Town Square)
(2nd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Mortgagee's Consent and Subordination to the Declaration of Covenants, Conditions, Restrictions and Easements for Drexel Town Square 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 20th day of May, 2014.

Passed and adopted this 20th day of May, 2014.

President, Common Council

Approved this 20th day of May, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: 5/20/14

Item No.: 10

Recommendation: That the Council accept the bid of the Milwaukee Journal Sentinel (Oak Creek Now) to serve as the official City newspaper for the next 12 months.

Background: One of the state requirements we have as a third class city is an annual bid process for an official City newspaper. An official notice was published inviting bids to be publicly opened on May 6, 2014. The only bid received was from the Milwaukee Journal Sentinel.

The rates are as follows, and is an increased from 2013 as shown in parenthesis:

	<u>1st insertion per line</u>		<u>2nd insertion per line</u>	
Council Proceedings	\$0.65	(\$0.61)	\$0.53	(\$0.50)
Legal Notices	\$0.65	(\$0.61)	\$0.53	(\$0.50)

	<u>1st Insertion per column inch</u>		<u>2nd Insertion per column inch</u>	
Display ads, sample ballots and other matter set in display format	\$6.50	(\$5.20)	\$5.30	(\$4.77)
Affidavit	\$1.00			

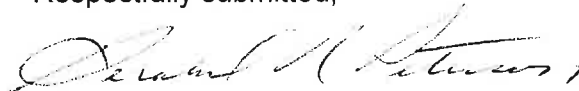
Fiscal Impact: Funds to cover the cost of official notices for 2014 have been budgeted in the General Government-Legal Notices Account.

Prepared by:



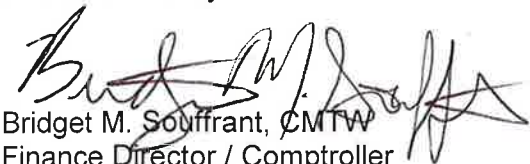
Christa J. Miller, WCMC
Deputy City Clerk

Respectfully submitted,



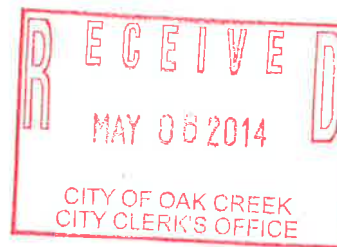
Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

MILWAUKEE • WISCONSIN
JOURNAL SENTINEL
jsonline.com



April 25, 2014

Ms. Catherine A. Roeske
City of Oak Creek
8640 S. Howell Ave.
Po Box 27
Oak Creek, WI 53154

Dear Ms. Miller,

The following is The Milwaukee Journal Sentinel's bid for publishing Oak Creek's legal notices and council proceedings for the coming year in CNI Community Newspapers (Oak Creek Now). * All legal notices will also be posted online under Public Notices in the Classified Section. The bid is made in accordance with Section 985 of the Wisconsin State Statutes. The Community Newspapers have a loyal following and a broad reach in their individual communities. They are sought out as the trusted source of news and information every week.

	1 st insertion <u>per line</u>	2 nd insertion <u>per line</u>
a) For council proceedings:	\$0.65	\$0.53
b) For the city's legal notices:	\$0.65	\$0.53
	1 st insertion <u>per column inch</u>	2 nd insertion <u>per column inch</u>
c) For display ads, sample ballots, and other matter set in a display format:	\$6.50	\$5.30
d) For affidavit:	<u>per affidavit</u>	\$1.00

These rates are below the rates currently allowed by Wisconsin State Statutes.

* There is an additional fee for online postings

Sincerely,

Pamela Henson
Pamela Henson | Sr.VP of Advertising, Marketing & Digital Sales
Journal Community Publishing Group

City of Oak Creek Common Council Report

Meeting Date: May 20, 2014

Item No.: 12

Recommendation: That the Common Council approves payment of the obligations as listed on the May 14, 2014 Vendor Summary Report.

Background: Of note are the following payments:


1. \$78,651.65 to Advanced Disposal-Muskego-C6 (pg #1) for recycling and landfill charges.
2. \$9,337.50 to Buelow Vetter Buikema Olson (pg #3) for April legal services regarding personnel.
3. \$11,404.30 to Davis & Kuelthau, S.C. (pg #5) for legal services through March/April.
4. \$9,544.62 to Environ (pg #5) for March Lakeview environmental consulting services.
5. \$10,287.08 to Godfrey & Kahn S.C. (pg #7) for March legal services Lakeview Project and Drexel Town Square Projects.
6. \$13,175.00 to Goodmark Nurseries, LLC (pg #7) for trees.
7. \$14,080.00 to Graef (pg #7) for design services regarding roadway improvements and grant projects.
8. \$6,483.10 to Lawrence J Haskin, Attorney (pg #8) for April legal services.
9. \$45,880.41 to JPMorgan Chase Bank NA (pgs #9-15) for travel/training, office supplies, March Verizon, recruitment/testing, recreation supplies, street lighting supplies, books, legal notices, and vehicle/building maintenance.
10. \$6,425.18 to Minnesota Life Insurance Co. (pg #17) for group life insurance.
11. \$43,022.00 to Pierce Manufacturing, Inc. (pg #19) for refurbishing aerial ladder.
12. \$17,259.00 to 3M Company (pg #22) for hardware/software to be used for RFID tagging.
13. \$9,620.00 to Tyler Technologies, Inc. (pg #22) for assessment consulting services.
14. \$6,959.00 to Baker Tilly Virchow Krause, LLP (pgs #22-23) for 2013 audit services.
15. \$7,572.65 to WE Energies (pg #24) for street lighting.

Fiscal Impact: Total claims paid of \$357,865.55

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: May 20, 2014

Item No.: 13

Recommendation: That the Council adopts Resolution No. 11489-052014 approving a certified survey map for the property at 9345 S. 15th Ave. with the following conditions:

1. That Lot 1 is designated as an outlot.
2. That a note is included on the CSM stating that any further division and/or development of Lot 2 will require a wetland delineation prior to submission of any applications for review.
3. That all floodways and floodplain boundaries are depicted on the CSM.
4. That all technical corrections are made prior to recording.

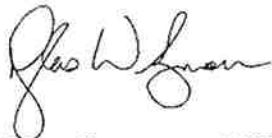
Background: Jared Suminski, Oak Creek Investment is requesting approval of a Certified Survey Map that would split the property at 9345 S. 15th Avenue into two lots. Lot 1 is proposed to be sold to the Milwaukee Metropolitan Sewerage District Conservation Fund. As no development can or will occur on this lot, the CSM should reflect its designation as an outlot. Floodway and floodplain boundaries must be shown on the map prior to recording.

The proposed Lot 2 is encumbered by floodway, floodplain, and a water/sewer lateral along the north boundary that serves the property at 3110 E. Ryan Rd. The floodway and floodplain boundaries, as well as a 25-foot-wide easement for the existing lateral, must be shown on the CSM prior to recording. If this lot is anticipated for any development, a wetland delineation will be required prior to local review and approval.

The Plan Commission has reviewed this request and has recommended its approval with the conditions stated above.

Fiscal Impact: One of the parcels will be designated as conserved land, which is not developable and not taxed. The other parcel is being researched in terms of development potential.

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. 11489-052014

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR JARED SUMINSKI, OAK CREEK INVESTMENT

9345 S. 15th Ave.
(3rd Aldermanic District)

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th Day of May, 2014.

Passed and adopted this ___ Day of _____, 2014.

President, Common Council

Approved this ___ Day of _____, 2014.

Mayor

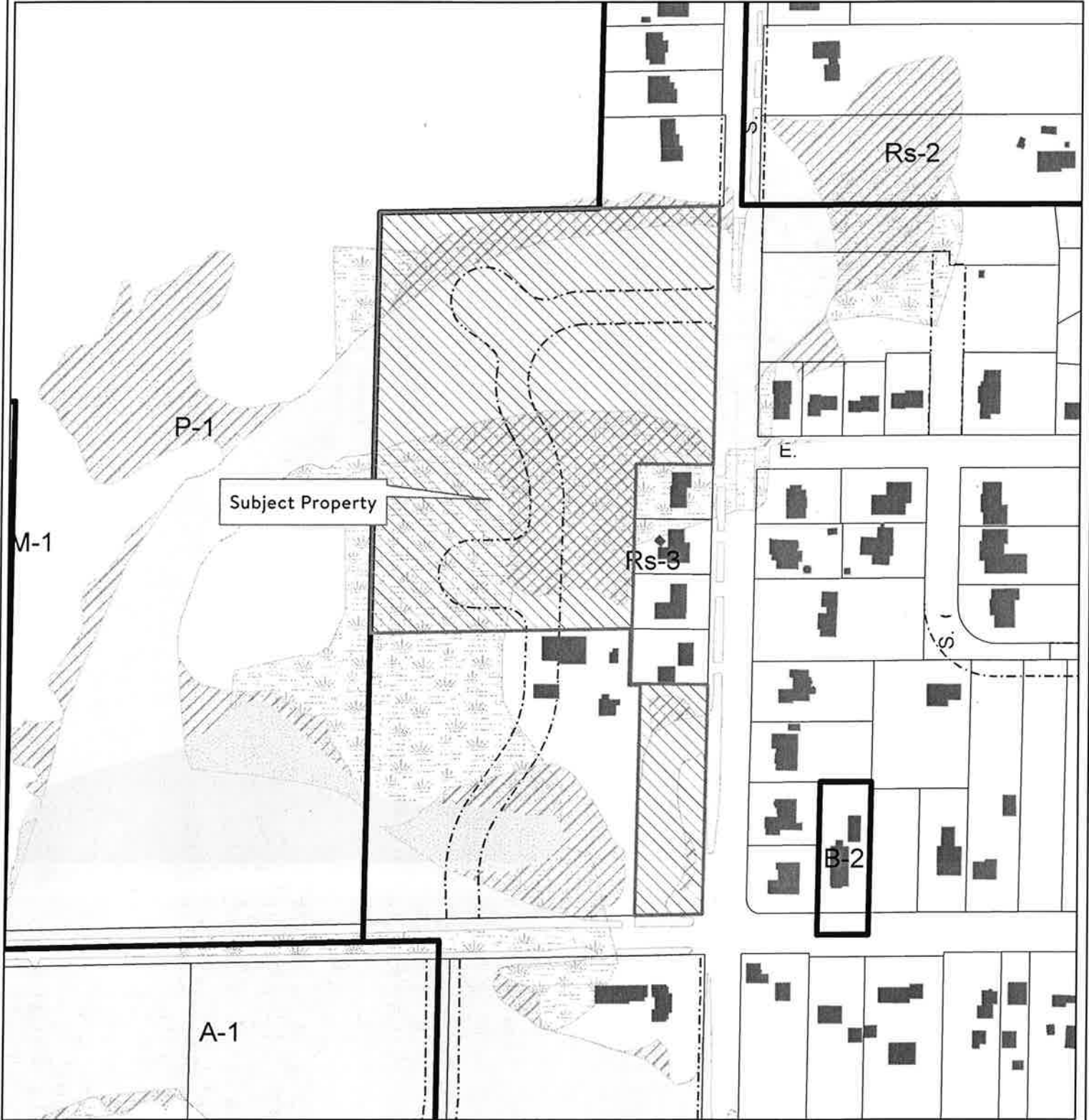
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

9345 S. 15th Ave.



OAKCREEK
— WISCONSIN —

Department of Community Development



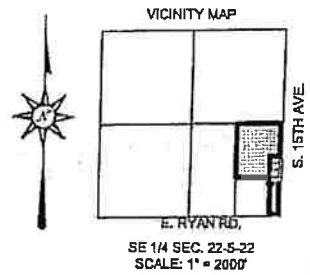
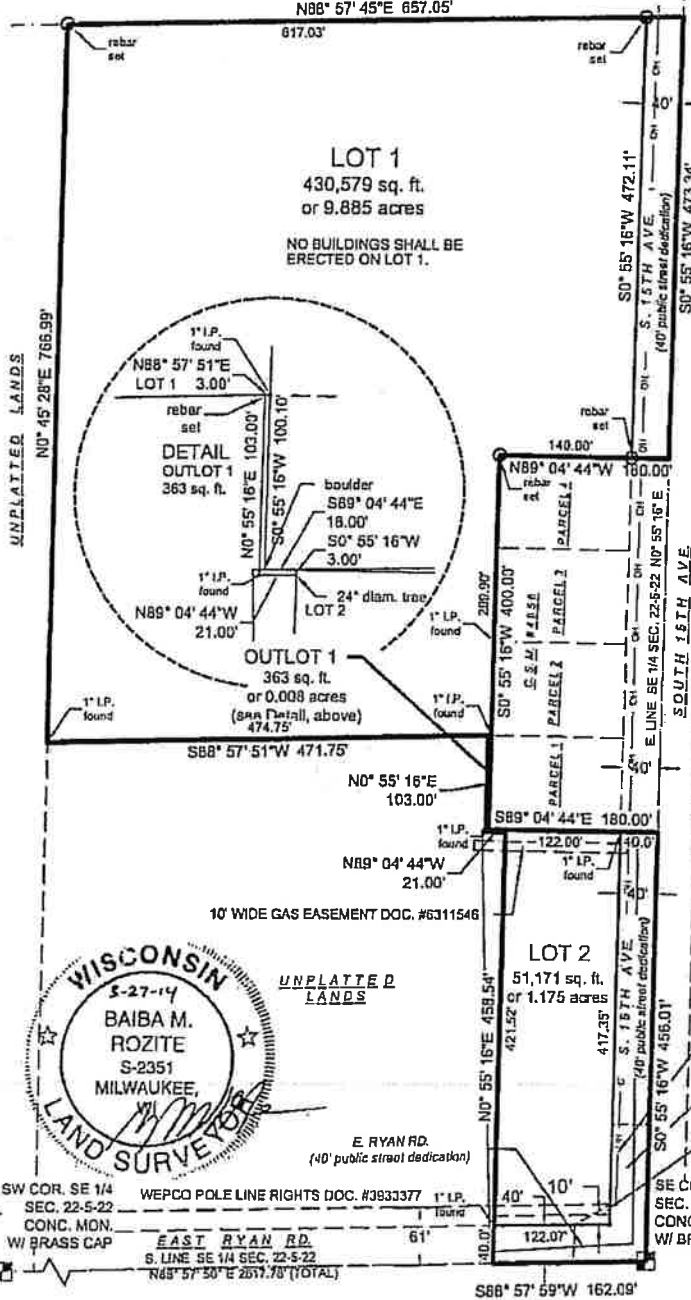
Legend

- 9345 S. 15th Ave
- Existing Street Pattern
- Floodfringe
- Floodway
- Wetland
- Flood Fringe (FF)
- Shoreland Wetland Conservancy (C-1)
- Lakeshore Overlay District (LDO)
- Mixed Use Neighborhood Overlay (MN)
- Mixed Use Office Overlay (MO)
- Regional Retail Overlay District (RR)

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

UNPLATTED LANDS



LEGEND & NOTES:

FOUND MONUMENTATION, AS NOTED ON DRAWING.

- INDICATES SET 3/4" DIAM. REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

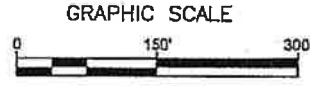
COORDINATES & BEARINGS REFERENCED THE WISCONSIN STATE PLANE COORDINATE SYSTEM WITH THE EAST LINE OF THE SE 1/4 OF SEC. 22-5-22, BEARING N 0°55'16" E, AS PUBLISHED BY SEWRPC, NAD 1927.

DISTANCES MEASURED TO THE NEAREST 0.01'. ANGLES MEASURED TO THE NEAREST 01'.

LOT AND OUTLOT AREAS DO NOT INCLUDE RIGHT-OF-WAY

SUBDIVIDER:
THE CONSERVATION FUND
260 W, SEEBOTH ST.
MILWAUKEE, WI 53204

OWNER:
OAK CREEK INVESTMENT
c/o JARED SUMINSKI
700 WATERS EDGE ROAD #14
RACINE, WI 53402



SW COR. SE 1/4 SEC. 22-5-22 CONC. MON. WI BRASS CAP

WEPCO POLE LINE RIGHTS DOC. #3833377

EAST RYAN RD. S. LINE SE 1/4 SEC. 22-5-22 N68° 57' 50" E 267.78" (TOTAL)

SE COR. SE 1/4 SEC. 22-5-22 CONC. MON. WI BRASS CAP

WEPCO POLE LINE RIGHTS 10' WIDE DOC. #3807570

WEPCO POLE LINE RIGHTS DOC. #2795819

STORM SEWER EASEMENT DOC. #5388513

WEPCO POLE LINE RIGHTS 10' WIDE DOC. #3807570

THE SIGMA GROUP
Single Source. Sound Solutions.

www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE


STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, Baiba M. Rozite, Registered Land Surveyor, hereby certify that I have surveyed, divided, mapped and dedicated that part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Beginning at the Southeast corner of said Southeast 1/4 section; Thence South 88°57'59" West, 162.09 feet along the South line of said Southeast 1/4 section; Thence North 0°55'16" East, 458.54 feet; Thence North 89°04'44" West, 21.00 feet; Thence North 0°55'16" East, 103.00 feet; Thence South 88°57'51" West, 471.75 feet; Thence North 0°45'28" East, 766.99 feet; Thence North 88°57'45" East, 657.05 feet to the East line of said Southeast 1/4 section; Thence South 0°55'16" West, 473.34 feet along said East line to the North line of Certified Survey Map No. 4956; Thence North 89°04'44" West, 180.00 feet along said North line to the West line of said Certified Survey Map; Thence South 0°55'16" West, 400.00 feet along said West line to the South line of said Certified Survey Map; Thence South 89°04'44" East, 180.00 feet to the East line of said Southeast 1/4 section; Thence South 0°55'16" West, 456.01 feet along said East line to the Point of Beginning.

Said parcel contains a total of 524,125 SQUARE FEET OR 12.032 ACRES of land, more or less, including right-of-way dedication.

That I have made the survey, land division and map by the direction of OAK CREEK INVESTMENTS, A GENERAL PARTNERSHIP, owner of said land. 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 s. 236.34 of the Wisconsin Statutes and CHAPTER 14 OF THE CITY OF OAK CREEK MUNICIPAL CODE in surveying, dividing and mapping the same.

 3-27-14
BAIBA M. ROZITE S-2351 DATE



CERTIFIED SURVEY MAP NO. _____
PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 5 NORTH, RANGE 22
EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

OWNER'S CERTIFICATE

OAK CREEK INVESTMENT, a general partnership, as owner, certifies that said general partnership caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map.
OAK CREEK INVESTMENT, a general partnership, as owner, 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: The City of Oak Creek.

IN WITNESS WHEREOF, the said OAK CREEK INVESTMENT, a general partnership, has caused these presents to be signed by Jared T. Suminski and Gerald L. Moris, Its partners, at _____, Wisconsin, this _____ day of _____, 20____.

OAK CREEK INVESTMENT, A GENERAL PARTNERSHIP, by:

Jared T. Suminski

Gerald L. Moris

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above-named Jared T. Suminski, to me known to be the person who executed the foregoing instrument and to me known to be a member of OAK CREEK INVESTMENT, a general partnership, and acknowledged that he executed the foregoing instrument as such member as the deed of said GENERAL PARTNERSHIP, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES _____.

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above-named Gerald L. Moris, to me known to be the person who executed the foregoing instrument and to me known to be a member of OAK CREEK INVESTMENT, a general partnership, and acknowledged that he executed the foregoing instrument as such member as the deed of said GENERAL PARTNERSHIP, by its authority.

(SEAL) NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES _____.

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210



CERTIFIED SURVEY MAP NO. _____
PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWN 5 NORTH, RANGE 22
EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN

CITY OF OAK CREEK PLAN COMMISSION CERTIFICATE OF APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE CITY OF OAK CREEK ON THIS ____ DAY OF _____
2014.

STEPHEN SCAFFIDI, CHAIRMAN
CITY OF OAK CREEK

DOUGLAS W. SEYMOUR, CORRESPONDING
SECRETARY, CITY OF OAK CREEK

CITY OF OAK CREEK COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED AND DEDICATION ACCEPTED BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK ON THIS ____ DAY
OF _____, 2014, BY RESOLUTION NO. _____

STEPHEN SCAFFIDI, MAYOR
CITY OF OAK CREEK

CATHERINE A. ROSKI, CLERK
CITY OF OAK CREEK

THE SIGMA GROUP
Single Source Sound Solutions
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER 14402 DRAFTED BY BAIBA M. ROZITE 3-27-14



City of Oak Creek Common Council Report

Meeting Date: May 20, 2014

Item No.: 14

Recommendation: That the Common Council adopts Resolution No. 11493-052014, a resolution granting to We Energies a 12-foot-wide permanent electric easement and a 6-foot-wide permanent gas main easement at 301 W. Ryan Road (Tax Key No. 906-9026)(5th Aldermanic District).

Background: We Energies is rebuilding a portion of its electrical system in the Oak Creek area to accommodate increasing power demand, while also reducing frequency and duration of power outages to the businesses and residences in the surrounding area.

We Energies is requesting that the City grant a permanent electric easement on the Police Department property. The route would allow for a new connection near the existing transformer located along the east side of the building, with a new main cable extension to the east, continuing to the south along the east property line as it completes the closing of the loop. With this loop closed, instances of outages will be less widespread and shorter in duration.

We Energies also is requesting a 6-foot-wide gas main easement along the property's north frontage. The gas main is being relocated as part of the Wisconsin Department of Transportation's reconstruction of STH 100 (Ryan Road). The easement would allow safe spacing of the relocated gas main from other buried utilities.

The easements would provide We Energies the right to construct and maintain the buried electric and gas mains within the easement limits on the property. Chief Edwards, Captain Anderson and City Engineer Simmons recently met with We Energies representatives on site, and were satisfied that the locations of the easements would have little to no effect on existing or future property uses.

Fiscal Impact: None.

Prepared by:



Michael C. Simmons, P.E.
City Engineer

Respectfully submitted,

Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:

Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11493-052014

BY: _____

RESOLUTION GRANTING TO WE ENERGIES A 12'-WIDE PERMANENT ELECTRIC EASEMENT AND A 6'-WIDE PERMANENT GAS MAIN EASEMENT AT 301 W. RYAN ROAD

(TAX KEY NO. 906-9026)

(5TH ALDERMANIC DISTRICT)

WHEREAS, We Energies has requested a 12-foot-wide permanent electric easement to install a new buried electrical feeder main with the intent on closing a loop so that power outages in the area will be less widespread and shorter in duration, and;

WHEREAS, the proposed permanent electric easement would be located across the City property at 301 W. Ryan Road (Police Department), and;

WHEREAS, We Energies has requested a 6-foot-wide permanent gas main easement to relocate a gas main due to a proposed WisDOT project and proximity to other buried utilities, and;

WHEREAS, the proposed permanent gas main easement would be located along the northern edge of the City property at 301 W. Ryan Road (Police Department), and;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the 12-foot-wide permanent electric easement and the 6'-wide permanent gas main easement at 301 W. Ryan Road be granted and the Mayor and City Clerk are hereby authorized to execute the same.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of May, 2014.

Passed and adopted this 20th day of May, 2014.

President, Common Council

Approved this 20th day of May, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

**DISTRIBUTION EASEMENT
ELECTRIC AND GAS**

Document Number

WR NO. **3432930 Electric and 3521178 Gas**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City of Oak Creek**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The gas easement area is described as the north 6 feet and the electric easement area is shown on the Exhibit A as part of Grantor's premises described as **Parcel 2 of Certified Survey Map No. 7015**, being a redivision of Certified Survey Map No. 94 and lands in the Southwest 1/4 and the Northwest 1/4 of the **Northeast 1/4 of Section 29, in Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin** and recorded in the Register of Deeds office for Milwaukee County, on October 15, 2001, as Document No. 8150813; excepting therefrom those lands conveyed in fee to the Wisconsin Department of Transportation as shown on Transportation R/W Project Plat No. 2040-16-20- 4.07 dated November 6, 2012 with a revision date of August 6, 2012.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

9069026
(Parcel Identification Number)

The location of the easement areas with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

1. **Purpose:** The purpose of this easement is to install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services; natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

City of Oak Creek

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____,

the above named _____, the _____

and _____, the _____

of the City of Oak Creek, for the municipal corporation, by its authority, and pursuant to Resolution File

No. _____ adopted by its _____ on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Maria Koerner on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



S 00°04'46" W
3.00'

S.T.H. "100"
W. Ryan Rd

Eagle Summit Dr.

P.O.B.

S 89°51'40" E

628.42'

East line Existing 12'
Wide We-Energies
Easement

215.00'
N 88°24'49" W

209.76'

C.S.M. 7015
parcel 2

N 00°04'46" E 395.00'

Reserved For Public St.

6'

N 89°51'40" W
6.00'

P.O.B.

Note:
New R/W taken from
State R/W Project Number
2040-16-20 Sheet 4.07

----- = C/L 6' Wide We-Energies Gas Easement
----- = C/L 12' Wide We-Energies Electric Easement

EXHIBIT "A"



NorthEast 1/4 Section 29-5-22
CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

DRAWN BY:	Ras
DATE:	4/03/2014
WR NUMBER:	3432930/3521178
REVISIONS:	_____

**MINUTES
LICENSE COMMITTEE
Monday, May 12, 2014 at 9:30 A.M.**

This meeting was called to order at 9:48 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 an Operator's license application submitted by Kaitlyn Hince, 190 E. Lisa Dr., Oak Creek (Tracy Rae's, Woodman's). Ms. Hince was invited to the meeting, however, did not attend.

On her application, Ms. Hince indicated that he had been convicted of speeding in Milwaukee County. The police record check lists a conviction for Underage Alcohol on July 11, 2012.

Ald. Gehl, seconded by Ald. Kurkowski, moved to hold action on the Operator's license application submitted by Kaitlyn Hince, 190 E. Lisa Dr., Oak Creek and invite Ms. Hince to the next License Committee meeting to speak on behalf of her convictions. On roll call, all voted aye.

2. The Committee reviewed an Operator's license application submitted by Nicole Halter, 22900 Hanson Rd., Union Grove (Melrose). Ms. Halter was in attendance.

On her application, Ms. Halter disclosed that she had been convicted of speeding in 2008, accidents and a felony drug charge of possession and intent to distribute in 2006. The police record check lists a conviction of Issuance of Worthless Check. The Committee asked Ms. Halter to explain the missing conviction and she advised them that it was during a time in which she was closing out a banking account, wrote a check and then there weren't enough funds available for the outstanding checks. She advised that she paid a fine, paid the retailer and that the issue was closed.

Ald. Kurkowski, seconded by Ald. Gehl, moved to grant an Operator's license to Nicole Halter, 22900 Hanson Rd., Union Grove (Melrose). On roll call, all voted aye.

3. The Committee reviewed an application for 2014 Transient Merchant license submitted by Andrew Hanke, 546 River Dr., Mayville, for American Dream Homebuilders. Mr. Hinke was invited to the meeting, however, did not attend.

On his application, Mr. Hanke indicated that he had no prior convictions. The police record check lists a conviction for Lewd and Lascivious Behavior (non-criminal) in 1991.

After a brief discussion, Ald. Ruetz, seconded by Ald. Kurkowski, moved to grant a 2014 Transient Merchant license to Andrew Hanke, 546 River Dr., Mayville, for American Dream Homebuilders. On roll call, the vote was as follows: Ald. Ruetz, aye; Ald. Kurkowski, aye; and Ald. Gehl, no. Motion passes.

4. The Committee reviewed an application for 2014 Transient Merchant license submitted by Todd Felts, S70 W16381 Hedgewood Dr., Muskego, for American Dream Homebuilders. Mr. Felts was invited to the meeting, however, did not attend.

On his application, Mr. Felts indicated that he had no prior convictions. The police record check lists a conviction on Defraud Innkeeper in 1991 and Intoxicant in Vehicle-Operator in 2009.

After a brief discussion, Ald. Gehl, seconded by Ald. Kurkowski, moved to grant a 2014 Transient Merchant license to Todd Felts, S70 W16381 Hedgewood Dr., Muskego, for American Dream Homebuilders. On roll call, all voted aye.

Ald. Gehl, seconded by Ald. Kurkowski, moved to adjourn this meeting at 9:17 a.m. On roll call, all voted aye.