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

COMMON COUNCIL MEETING AGENDA

TUESDAY, JUNE 17, 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: 6/3/14

Recognition

4. **Resolution:** Consider Resolution No. 11503-061714, Resolution of Commendation to Rodney J. Palmer, retiring Oak Creek Fire Department Battalion Chief (by Committee of the Whole).
5. **Council Proclamation:** Consider Council Proclamation No. 14-11, to David Laehn for dedicated service to the City of Oak Creek as Acting Street Superintendent (by Committee of the Whole).

Public Hearings (beginning at 7:00 p.m.)

Citizen input, comments and suggestions are requested on the specific item(s) identified below. Action by the Council may occur at the same meeting if so included in the agenda.

6. **Informational:** Petition of City Clerk Catherine A. Roeske dated 6/4/14 for nonrenewal of the license to serve fermented malt beverages and intoxicating liquor as submitted by Kaitlyn Marie Hince, 190 E. Lisa Dr., Oak Creek, based on the fact she is a habitual offender and for falsification by omission.
7. **Hearing:** Hearing on the Petition for Nonrenewal of the License to Serve Fermented Malt Beverages and Intoxicating Liquors as submitted by Kaitlyn Marie Hince, 190 E. Lisa Dr., Oak Creek.
8. **Motion:** Consider a motion to take appropriate action as the Council deems necessary after the hearing on the non-renewal of the Operator's (bartender) license application submitted by Kaitlyn Marie Hince, 190 E. Lisa Dr., Oak Creek (by Committee of the Whole).

New Business

MAYOR & COMMON COUNCIL

9. **Resolution:** Consider Resolution No. 11505-061714, approving the Access Agreements between the City of Oak Creek and EPEC Polymers, Inc. and between the City of Oak Creek and E.I. Du Pont De Nemours and Company (4th District).
10. **Resolution:** Consider Resolution No. 11509-061714, authoring the Mayor and City Clerk to execute partial releases of the Development Agreements and Other Related Documents for Oakview Business Park ("OVBP") and Drexel Town Square ("DTS") (2nd & 5th Districts).
11. **Resolution:** Consider Resolution No. 11512-052014, approving a settlement and release agreement regarding Daniel Vitek v. the City of Oak Creek; Milwaukee County circuit Court Case No. 2013CV8065 (by Committee of the Whole).
12. **Resolution:** Consider Resolution No. 11511-061714, approving an Intergovernmental Agreement pursuant to Wis. Stats. Sec. 66.0301 with the City of St. Francis for Police, Ambulance and Fire related dispatch services (by Committee of the Whole).
13. **Ordinance:** Consider Ordinance No. 2728, amending Section 4 of Ordinance No. 2700, relating to the salary for the position of Building Inspector, contingent upon passing the pre-employment physical (by Committee of the Whole).
14. **Ordinance:** Consider Ordinance No. 2726, establishing salary ranges, salary, wages and allowances for board and commission members (by Committee of the Whole).
15. **Ordinance:** Consider Ordinance No. 2727, creating Section 2.46(a)(3)a, to repeal and recreate Section 2.46 (a)(4) and to Create Section 2.46(1)(15)a regarding the Deputy Treasurer
16. **Motion:** Consider a motion to authorize the City Administrator to enter into a renewal marketing contract with the Packers Radio Network to promote the City of Oak Creek for the 2014-15 season in an amount not to exceed \$23,700 (by Committee of the Whole).
17. **Motion:** Consider a motion to approve the 2014 Vendor Summary Report in the amount of \$370,197.23 (by Committee of the Whole).
18. **Resolution:** Consider Resolution No. 11508-061714, authorizing payment of bills, debts and obligations (by Committee of the Whole).

FIRE

19. **Motion:** Consider a motion to approve the purchase of a washer/extractor from Haiges Machinery, Inc. in the amount of \$6200 (by Committee of the Whole).

WATER & SEWER UTILITY

20. **Resolution:** Consider Resolution No. 11504-061714, authorizing the sale of the former water utility Well No. 4 property at 9750 S. 20th St. to Triwire 2, LLC in the amount of \$15,000 (Black Bear Bottling Company) (6th District).

ENGINEERING

21. **Resolution:** Consider *Resolution* No. 11506-061714, accepting temporary limited easements for the Drexel Town Square project (Project No. 13051) (1st District).
22. **Resolution:** Consider *Resolution* No. 11507-061714, accepting the dedication of right-of-way along W. Oakwood Rd. (Project No. 13054) (5th District).
23. **Motion:** Consider a *motion* to approve a contract amendment with Alfred Benesch & Company for an actual cost fee not-to-exceed \$12,051.99, for additional design services for bridges on S. Nicholson Rd., W. Marquette Ave., and S. 6th St. (Project No. 13022) (1st & 3rd Districts).
24. **Motion:** Consider a *motion* to reject the bids for the 2014 Annual Road Improvement project (Project Nos. 14019 & 14022) (by Committee of the Whole).

LICENSE COMMITTEE

The License Committee did not meet prior to the 6/17/14. Tentative recommendations are being made as follows:

25. **Motion:** Consider a *motion* to grant an Operator's license to Carrie A. Fullington, 459 Adeline Dr., Franksville (7-Eleven) (*favorable background report received*).
26. **Motion:** Consider a *motion* to grant an Operator's license to Micah Kurkowski, 1110 E. Milwaukee Ave., Oak Creek (Bootz Saloon & Grill) (*favorable background report received*).
27. **Motion:** Consider a *motion* to grant Amusement Operator and Amusement Device licenses to Reggie's Amusements LLC, 4718 S. Packard Ave., Cudahy (*favorable Department approvals received*).

MISCELLANEOUS

28. **Motion:** Consider a *motion* to convene in to Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes Section 19.85 (1)(d) to consider a strategy for security measures at city owned buildings as it relates to crime prevention.
29. **Motion:** Consider a *motion* to reconvene into Open Session.
30. **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

RESOLUTION 11503-061714

**RESOLUTION OF COMMENDATION
TO
RODNEY J. PALMER**

WHEREAS, RODNEY J. PALMER will be retiring from his position as Battalion Chief of Operations effective June 10, 2014, after 28 years and 2 months of dedicated full time service to the City of Oak Creek Fire Department; and

WHEREAS, RODNEY J. PALMER was appointed as an Auxiliary Fire Fighter on April 14, 1986, a Fire Fighter on October 27, 1986, and promoted to Lieutenant on August 5, 1993, to Captain/Commander on February 14, 2001; and promoted to Battalion Chief on January 17, 2008; and

WHEREAS, during his years of service, RODNEY J. PALMER has performed his duties admirably, looking out for the health, safety, and welfare of the citizens of Oak Creek; and

WHEREAS, RODNEY J. PALMER responded without hesitation to many major alarms utilizing his skills in firefighting and rescue with dedication. He was the first chief officer on the scene of the Sikh Temple, he commanded the initial fire and EMS response and coordinated the incident management system; and

WHEREAS, RODNEY J. PALMER has been an Emergency Medical Technician in the State of Wisconsin. During his career, he has cared for thousands of citizens who were sick or injured, always delivering caring and skilled emergency care to them; and

WHEREAS, RODNEY J. PALMER frequently conducted tours and participated in fire prevention activities for the citizens of Oak Creek; and

WHEREAS, in addition to other roles, RODNEY J. PALMER took the lead in Occupant Services - which addressed the immediate needs of those displaced and victimized by fire. He also lead the fire department's clothing program for many years- outfitting firefighters with uniforms and personal protective equipment; and

WHEREAS, RODNEY J. PALMER was assigned as the liaison to the Power Plant, he worked with plant personnel to create a safe environment and assisted the Chief and Assistant Chief in coordinating fire and EMS response plans; and

WHEREAS, RODNEY J. PALMER was assigned to the fire operations bureau where he oversaw and coordinated department procedures and purchases that contributed to the effectiveness of Oak Creek's fire response.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek for and on behalf of the citizens of the City of Oak Creek, that sincere gratitude and appreciation be extended to RODNEY J. PALMER for his many years of dedicated and faithful service to the City of Oak Creek and the Fire Department, that the best wishes for good health and happiness be extended to RODNEY J. PALMER and his family on his retirement.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and that the City Clerk is hereby directed to transmit a suitable copy thereof to RODNEY J. PALMER.

Passed and adopted this 17th day of June, 2014.

President, Common Council

Approved this 17th day of June, 2014.

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

COUNCIL PROCLAMATION NO. 14-11

**TO DAVID LAEHN
FOR DEDICATED SERVICE TO THE CITY OF OAK CREEK
AS ACTING STREET SUPERINTENDENT**

WHEREAS, David Laehn began his service to the City of Oak Creek April 15, 1985.

WHEREAS, David Laehn was appointed Acting Street Superintendent in March 2012, upon the retirement of Street Superintendent Michael Lampe; and

WHEREAS, David Laehn has supervised the Streets, Parks and Forestry Departments during this interim period; and

WHEREAS, David Laehn successfully managed Garbage and Recycling collection, the Recycle Yard, Spring, Fall and Special Pickups, Road Care responsibilities and the Forestry and Park Departmental functions; and

WHEREAS, David Laehn has also managed numerous snow and temperature emergencies in the City; and

WHEREAS, David Laehn has well and capably served the City of Oak Creek and its constituents as their Acting Street Superintendent, having given countless hours to the City over and above what was required of him.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek do hereby show their appreciation and gratitude to David Laehn for his dedicated service to the City of Oak Creek as Acting Street Superintendent.

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

Presented and adopted this 17th day of June, 2014.

Council President Kenneth Gehl

Mayor Steve Scaffidi

ATTEST:

City Clerk Catherine Roeske

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: 6/17/14

Item No.: 6-8

Recommendation: That the Common Council take appropriate action as it deems necessary after the hearing on the non-renewal of the Operator's (bartender) license application submitted by Kaitlyn M. Hince, 190 E. Lisa Drive, Oak Creek, Wisconsin.

Background: Kaitlyn Hince submitted a renewal Operator's (bartender) license application on April 2, 2014. She disclosed "speeding" as her only conviction on her application. Normal practice is to conduct a police record check before issuing any license, new or renewal. Renewals do not require Council approval and licenses are issued upon receipt of a favorable police report. If this had been an original application, it could have been denied by the Council with no hearing required, based on the results of the police record check. A recommendation for non-renewal requires a due process hearing before the Common Council.

Upon receipt of the results of the police check, it shows a conviction of Underage Alcohol Operation on 8/17/11 and a conviction for Underage Alcohol on 7/11/12. Per Section 7.83(c)(4) of the Municipal Code, an applicant may be considered a habitual offender if he or she has two or more convictions within a 5-year period, immediately preceding the application, and those convictions must be substantially related to the licensing activity.

At License Committee review, Assistant City Attorney Karls confirmed that given Ms. Hince's history, she could be considered a habitual offender. Additionally, Assistant City Attorney Karls confirmed that Ms. Hince's application could be considered falsification by omission under Section 7.83(c)(4) since the only conviction listed on the application was for speeding.

Both the conviction of Underage Alcohol Operation and Underage Alcohol are substantially related to the licensed activity of serving fermented malt beverages and intoxicating liquors.

The License Committee recommended to notify Ms. Hince of the City's intent to not renew her license. A Petition for Non-Renewal of the License to Serve Fermented Malt Beverages and Intoxicating Liquor and a Notice of Hearing was served on Ms. Hince at 12:23 p.m. on 6/4/14.

Attached is a copy of the Notice of Hearing, Affidavit of Service, and Petition for Non-Renewal, as well as a portion of the League of Wisconsin Municipalities Liquor Licensing Manual, pages 27 thru 29. According to the manual, the licensee does not possess the qualifications required under Chapter 125 of the Wisconsin State Statutes to hold a license (habitual offender). Sub (f), in part, states, "If the hearing is held before the governing body and the complaint is found to be true, the license shall be suspended for not less than 10 days nor more than 90 days or revoked."

Sub (I) states, "If a license is revoked, no other alcohol beverage license may be granted to that person within 12 months of the date of revocation.

The City Attorney's office will direct the Council during the proceedings and a representative of the Police Department will be present to testify as to Ms. Hince's police record. Ms. Hince will also have the opportunity to present testimony and to have legal counsel present.

If found to be appropriate, the Council could suspend her license for a number of days between 10 and 90, or revoke her license for one year.

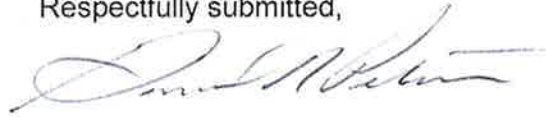
Fiscal Impact: Ms. Hince has paid the \$100 renewal fee, which covers the police record check. Staff time for the Clerk's Office, Attorney's Office and Police Department have costs associated with this matter.

Prepared by:



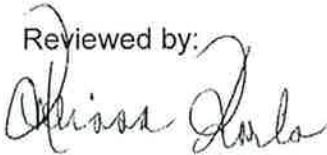
Christa J. Miller, WCMC
Deputy City Clerk

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Reviewed by:



Melissa Karls
Assistant City Attorney

AFFIDAVIT OF SERVICE

Petition and Notice addressed to:

Kaitlyn Hince
190 E. Lisa Drive
Oak Creek, WI 53154



Signature of person accepting article

06/04/14 @ 1223p

Date and time of delivery

P.O. Abel - 82

Signature of Police Officer

STATE OF WISCONSIN

CITY OF OAK CREEK

MILWAUKEE COUNTY

In re the Non-renewal of the License
to Serve Fermented Malt Beverages
And Intoxicating Liquors

NOTICE OF HEARING


To: Kaitlyn Hince
190 E. Lisa Drive
Oak Creek, WI 53154

Please take notice that a hearing on the Petition for non-renewal of your license to serve fermented malt beverages and intoxicating liquors in the City of Oak Creek will be heard before the Oak Creek Common Council on Tuesday, June 17, 2014, at 7:00 p.m. at the Common Council Chambers, Oak Creek City Hall, 8640 S. Howell Avenue, Oak Creek, WI 53154.

Please take further notice that you are entitled to be represented by counsel, will have the right to question any witnesses called in behalf of the City Clerk of the City of Oak Creek, will be entitled to call witnesses in your own behalf, and will be entitled to fully participate in the hearing.

Dated at Oak Creek, Wisconsin, this 4th day of June, 2014.

OAK CREEK COMMON COUNCIL

BY: 
Catherine A. Roeske, City Clerk

In re the Non-renewal of the License
to Serve Fermented Malt Beverages
And Intoxicating Liquors

PETITION FOR NON-RENEWAL OF THE LICENSE TO SERVICE
FERMENTED MALT BEVERAGES AND INTOXICATING LIQUOR

Catherine A. Roeske hereby petitions the Common Council as follows:

1. I am the duly elected City Clerk for the City of Oak Creek and am responsible for the issuance of licenses to serve fermented malt beverages and intoxicating liquors in the City of Oak Creek ("Operator's License").

2. On April 2, 2014, Kaitlyn M. Hince ("Hince"), 190 East Lisa Dr., Oak Creek, Wisconsin, submitted an application for an Operator's License for the licensing year of July 1, 2014 through June 30, 2016 (the "Licensing Year").

3. Hince was convicted of Underage Alcohol Operation on August 17, 2011 and Underage Alcohol on July 11, 2012. Hince did not list either of these convictions on the renewal Operator's license application.


4. Under Wisconsin Statutes and under Sec. 7.83(c)(4) of the Oak Creek municipal code, petitioner believes Hince has habitually been a law offender in that she has been convicted of two offenses which are substantially related to the licensed activity within 5 years immediately preceding the license application; and, further, that she has falsified her application by omitting her convictions for these offenses from her application. Both the conviction for OWI and Underage Alcohol are substantially related to the licensed activity of serving fermented malt beverages and intoxicating liquors.

5. The Common Council, under Section 7.02(i)(4) of the Oak Creek Municipal Code, has the authority to deny Hince renewal of her Operator's License for the Licensing Year based on the fact that she is a habitual law offender and for falsification by omission.

WHEREFORE, Petitioner requests that the Common Council not renew the Operator's License for Kaitlyn Hince for the Licensing Period.

Dated at Oak Creek, Wisconsin, this 4th day of June, 2014.

CITY OF OAK CREEK

BY: 
Catherine A. Roeske, CMC, City Clerk

- c. An applicant denied a license may:
- Reapply for the license.
 - Appeal the denial to circuit court. § 125.12(2)(d).

2. REFUSAL TO RENEW A LICENSE: § 125.12(3)

- a. The license may be denied only for the causes specified in § 125.12(2)(ag) for revoking a license.
- b. Prior to the time for renewal of the license, the governing body must notify the licensee in writing of its intent to deny renewal of the license and the reason(s) for doing so.
- c. The licensee must be provided with an opportunity for a hearing.
- d. The hearing procedure for nonrenewal is the same as that for revocation or suspension under § 125.12(2)(b), which is described below. A governing body's decision to not renew a license may be reviewed by the circuit court under § 125.12(2)(d).
- e. The governing body may not deny an application for renewal of an existing license unless the reason for denial is included in the clerk's minutes. § 125.51(1)(c)

[Note: This provision is found only in the liquor subchapter; even though no similar language is found in the beer subchapter, a reason for denial of a beer license should be shown in the minutes.]

3. REVOCATION OR SUSPENSION OF LICENSE: § 125.12(2)

- a. A license may be suspended or revoked by a municipal governing body only if the procedure in § 125.12(2) is followed. To commence a revocation or suspension proceeding, a sworn written complaint must be filed with the municipal clerk by any resident of the municipality alleging one or more of the following about a licensee:
- That the licensee has violated ch. 125 or municipal regulations adopted pursuant to § 125.10. However, no violation of the law prohibiting sales to underage persons may be considered as a basis for suspending, revoking, or nonrenewing a license unless the licensee has committed another violation of the law prohibiting sales to underage persons within one year preceding the violation. In other words, a licensee is allowed one violation per year of the law prohibiting sales to underage persons without fear of having his or her license suspended, revoked or nonrenewed as a result of such a violation. § 125.12(1)(b)1. & 2.
 - That the licensee "keeps or maintains a disorderly or riotous, indecent or improper house." [NOTE: See *City of Cudahy v. DeLuca*, 49 Wis.2d 90, 93-94 (1970) for an interpretation of the term "disorderly house."]
 - That the licensee has sold or given away alcohol beverages to known habitual drunkards.

- That the licensee does not possess the qualifications required under ch. 125 to hold the license.
 - That the licensee has been convicted, under either state or federal law, of manufacturing or delivering or possessing, with intent to manufacture or deliver, an illegal drug.
 - That the licensee knowingly allows another person, who is on the licensed premises, to manufacture or deliver, or possess, with the intent of manufacturing or delivering, an illegal drug. § 125.12(2)(ag).
- b. Upon the filing of a complaint, the governing body must issue a summons signed by the clerk and directed to any peace officer in the municipality. The governing body may require the complainant to provide security for costs before issuing the summons. § 125.12(2)(ar).
 - c. The summons shall command the licensee to appear before the governing body not less than three days nor more than 10 days from the date of issuance and show cause why the license should not be revoked or suspended.
 - d. The summons and copy of the complaint shall be served on the licensee at least three days before the licensee is commanded to appear.
 - e. If the licensee does not appear, the allegations of the complaint shall be accepted as true and if found sufficient by the governing body, the license shall be revoked. The municipal clerk shall give written notice of the revocation to the person whose license has been revoked. § 125.12(2)(b).
 - f. If the licensee appears and denies the complaint, both the licensee and the complainant may be represented by counsel and produce and cross-examine witnesses. If the hearing is held before the governing body and the complaint is found to be true, the license shall be suspended for not less than 10 days nor more than 90 days or revoked. If a complaint under § 125.12(4)(ag)4. stating that the licensee does not possess the qualifications required under ch. 125 to hold the license is found to be true with respect to a license issued pursuant to the quota exemptions under § 125.51(4)(v), the license must be revoked. § 125.12(2)(b)2.
 - g. If the hearing is held before a duly authorized committee of a city council, the committee shall submit a report to the city council including its findings, conclusions of law, and a recommendation about what action the council should take.
 - h. The committee shall provide a report to the complainant and the licensee who may file an objection to the report and present arguments to the council supporting the objection.
 - i. If the city council after consideration of the committee's report and arguments by the licensee or complainant finds the complaint to be true, the license shall be suspended for not less than 10 days nor more than 90 days or revoked if there is no objection to a report recommending suspension or revocation.

- j. The municipal clerk must give notice to the person whose license has been suspended or revoked.
- k. If the governing body finds the complaint untrue, the proceedings shall be dismissed without cost to the licensee. If the complaint is found to be malicious and without probable cause, the costs shall be paid by the complainant.
- l. If a license is revoked, no other alcohol beverage license may be granted to that person within 12 months of the date of revocation. No part of the license fee may be recovered. § 125.12(2)(c).
- m. The action of any governing body in granting, failing to grant, renewing or failing to renew, suspending or revoking any license, or failing to revoke or suspend any license for good cause may be reviewed by the circuit court. § 125.12(2)(d).

4. NOTIFYING THE DEPARTMENT:

The clerk of the municipality must notify the Department within 10 days after the revocation or suspension of a license, and specify the name of the licensee, the address of the premises, and the penalty imposed. § 125.13.

LICENSES REQUIRED/NOT REQUIRED

1. PUBLIC PLACE:

The owner, lessee, or person in charge of a public place may not permit the consumption of alcohol beverages in a public place unless the person has an appropriate license. § 125.09(1).

2. EXAMPLES OF A PUBLIC PLACE OR EVENT (AT A NON-LICENSED PREMISES):

- a. Open house.
- b. Grand opening.
- c. An event held at a location that caters to the general public.

3. CHARGES:

- a. Any charge made directly or indirectly for the alcohol beverages or a recovery of the cost requires the person in charge to hold the appropriate license. § 125.04(1). The term "sell" is broadly defined in § 125.02(20) to include the transfer of alcohol without consideration (*i.e.*, money or some other benefit) if the transfer without consideration is knowingly made to evade the law.
- b. Examples of indirect charges:
 - Ticket price includes alcohol beverages.
 - Cost of meal includes alcohol beverages.
 - Donation required in order to be able to consume alcohol beverages.



OFFICE OF THE
CITY ATTORNEY

Lawrence J. Haskin,
City Attorney

Melissa L. Karls
Assistant City Attorney

MEMORANDUM

TO: Christa Miller, Deputy City Clerk

FROM: Melissa L. Karls, Assistant City Attorney *MLK*

DATE: April 28, 2014

RE: Operator License Application for Kaitlyn Hince

You asked our office to review the renewal operator license application for Kaitlyn Hince. On her application Ms. Hince indicates that she has been convicted of speeding in Milwaukee County. Our police record check lists a conviction for Underage Alcohol on July 11, 2012.

Under Sections 7.82 and 7.83 of the Municipal Code an application may be denied if the applicant has been convicted of a felony or is a habitual offender. A person is a habitual offender if in the five years prior to application she has been arrested or convicted of at least two offenses which are substantially related to the licensed activity. An application may also be denied if the applicant has falsified her application or has been convicted of possession or delivery of a controlled substance in the five years prior to application.

Ms. Hince currently holds an operator license, which is valid through June 30, 2014. While she did not disclose the Underage Alcohol conviction on this renewal application, it is my understanding that she did disclose this conviction on her original application. The License Committee and Common Council will need to determine whether this omission constitutes falsification of her application. If so, the falsification could be considered a basis for denial of the license.

City of Oak Creek Common Council Report

Meeting Date: 6/17/14

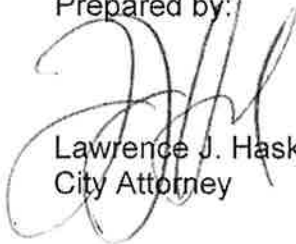
Item No.: 9

Recommendation: That the Common Council adopt Resolution No. 11505-061714, a Resolution Approving the Access Agreements between the City of Oak Creek and EPEC Polymers, Inc. and between the City of Oak Creek and E. I. Du Pont De Nemours and Company.

Background: The City of Oak Creek (the "City") has had an Access Agreement in place with E. I. Du Pont De Nemours and Company ("DuPont") and EPEC Polymers, Inc. ("EPEC") in order for the City to have access to the DuPont and EPEC property for investigation purposes as it relates to the remediation of the property. That Access Agreement has expired. Now that the remediation project is completed, there is an ongoing need for the City to have access to the DuPont and EPEC properties prior to the City taking title to the properties for a variety of purposes including gathering information for grant application purposes. The Access Agreements with DuPont and EPEC will allow the City, its employees, agents and contractors to continue to have access to both properties. The Access Agreement provides that the City will hold DuPont and EPEC harmless from any damage done to the property during the course of the City's inspection and investigation of the property.

Fiscal Impact: None.

Prepared by:



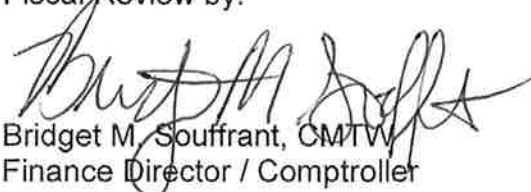
Lawrence J. Haskin
City Attorney

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11505-061714

RESOLUTION APPROVING ACCESS AGREEMENTS BETWEEN THE CITY OF
OAK CREEK AND EPEC POLYMERS, INC. AND BETWEEN THE CITY OF OAK
CREEK AND E. I. DU PONT DE NEMOURS AND COMPANY
(Lake Vista)
(4th Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the access agreements between the City of Oak Creek and EPEC Polymers, Inc. and between the City of Oak Creek and E. I. Du Pont De Nemours and Company be and the same are hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of June, 2014.

Passed and adopted this 17th day of June, 2014.

President, Common Council

Approved this 17th day of June, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made and entered into this ___ day of _____, 2014, by and between EPEC Polymers, Inc. ("EPEC") and the CITY OF OAK CREEK, WISCONSIN ("City") (collectively the "Parties").

RECITALS

WHEREAS, EPEC owns approximately 50 acres of land on a bluff overlooking Lake Michigan which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"); and,

WHEREAS, the City and EPEC are pursuing opportunities to partner together in the remediation and redevelopment of the Subject Property; and,

WHEREAS, the City and EPEC are negotiating a transfer of the Subject Property from DuPont to the City; and,

WHEREAS, the City, its employees, agents and contractors may have a need to enter the Subject Property for the purpose of inspecting the Subject Property for redevelopment purposes, and to evaluate the Subject Property for other purposes, including the pursuit of state and federal grants.

NOW THEREFORE, in consideration of the foregoing and for covenants, promises and undertakings provided in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. EPEC hereby grants permission to the City, its employees, its authorized agents, consultants and/or contractors, to enter upon and have access at reasonable times and upon reasonable prior notice to the Subject Property for the purposes of inspecting the property for redevelopment purposes and to evaluate the Subject Property for other purposes including the pursuit of state and federal grants.
2. The grant of access to the City is effective immediately upon the execution of this Agreement by the Parties. In return for EPEC granting the City access to the Subject Property in its inspection of the Property for redevelopment purposes and to evaluate the Subject Property for purposes including the pursuit of state and federal grants, the City shall proceed in a diligent manner and with reasonable care so as to avoid:
 - (a) Any activities involving intrusive work (e.g. excavating, boring, grading, filling, sampling)

- (b) Damage to improvements on the Subject Property, including the vegetation, soil barrier layer, stormwater controls and the utilities located thereon or otherwise serving the Subject Property
 - (c) Interfering with the use and enjoyment of the Subject Property; and
 - (d) Creating an unreasonable risk to health and safety
3. This right of access shall remain in effect until either of the parties terminate this Agreement.
 4. The City shall indemnify and hold EPEC harmless from and against any and all claims, suits for damages, liability, loss, expenses, causes of action and judgments arising out of the inspection of the Subject Property by the City and/or its officers, employees, agents, contractors or subcontractors on or about the Subject Property, except to the extent that any injury is caused due to the acts or omissions of EPEC, any lessee of the Site, or any employee or agent of EPEC. This indemnification does not cover claims to determine who is responsible for pre-existing contamination which exists in the area covered by this Agreement. If claims arise, that allege the activities of the City have aggravated pre-existing contamination on the Subject Property, this indemnification shall only cover the portions of such claims relating to such aggravation. Said indemnity shall survive the expiration of this Agreement.
 5. EPEC ensures that EPEC and any/all site operators will give the City access to the entire Subject Property for the purposes set forth in this Agreement.
 6. This Agreement shall be governed by and constructed in accordance with the laws of the State of Wisconsin.
 7. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
 8. This Agreement may be terminated at any time by the written notification by EPEC or the City. EPEC and the City may amend any provisions of this Agreement provided that no such amendment shall be effective unless it is in a written instrument signed by the EPEC and the City.
 9. This Agreement may be executed in any number of counterparts and all such counterparts shall, taken together, be deemed to constitute one in the same instrument.

10. This Agreement applies to and is binding upon the City, EPEC, and their successors and assigns.

IN WITNESS WHEREOF, EPEC and the City have caused this Agreement to be executed by their respective duly authorized representatives as of this ____ day of _____, 2014.

EPEC Polymers, Inc.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, EPEC and the City have caused this Agreement to be executed by their respective duly authorized representatives as of this ____ day of _____, 2014.

CITY OF OAK CREEK, WISCONSIN

By: _____
Name: _____
Title: _____

Exhibit A

Property Description:

The following legal description of the above-mentioned property is described as follows on the Certified Survey Map of the property dated December 16, 2008:

That part of the Southwest 1/4 of Section 24, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of said Section, thence N89°46'26"E along the South line of said Section, 379.29 feet to a point; thence N0°52'13"E, 33.01 feet to a point on the North line of E. Ryan Road, thence N89°46'26"E along said North line, 338.42 feet to the point of beginning; thence N0°52'13"E, 1125.43 feet; thence N89°46'26"E, 1924.85 feet; thence S43°13'38"W, 22.06 feet; thence S35°56'09"W, 14.88 feet; thence S25°37'42"W, 24.09 feet; thence S6°19'06"W, 51.99 feet; thence S1°29'41"W, 61.59 feet; thence S23°13'38"E, 61.65 feet; thence S19°05'55"E, 76.98 feet; thence S21°16'36"E, 117.61 feet; thence S22°33'08"E, 95.76 feet; thence S24°04'06"E, 97.05 feet; thence S28°11'19"E, 148.79 feet; thence S32°44'44"E, 129.77 feet; thence S51°37'44"W, 352.59 feet to a point on the East line of said Southwest 1/4 Section; thence S0°52'44"W along said East line, 86.99 feet to a point in the North line of E. Ryan Road; thence S89°46'26"W along said North line, 1931.56 feet to the point of beginning.

Said Parcel containing 2,260,890 sq. ft/51.903 acres of land, more or less.

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made and entered into this ___ day of _____, 2014, by and between E. I. DU PONT DE NEMOURS AND COMPANY ("DuPont") and the CITY OF OAK CREEK, WISCONSIN ("City") (collectively the "Parties").

RECITALS

WHEREAS, DuPont owns approximately 50 acres of land on a bluff overlooking Lake Michigan which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"); and,

WHEREAS, the City and DuPont are pursuing opportunities to partner together in the remediation and redevelopment of the Subject Property; and,

WHEREAS, the City and DuPont are negotiating a transfer of the Subject Property from DuPont to the City; and,

WHEREAS, the City, its employees, agents and contractors may have a need to enter the Subject Property for the purpose of inspecting the Subject Property for redevelopment purposes, and to evaluate the Subject Property for other purposes, including the pursuit of state and federal grants.

NOW THEREFORE, in consideration of the foregoing and for covenants, promises and undertakings provided in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

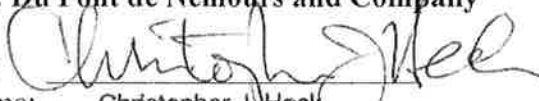
1. DuPont hereby grants permission to the City, its employees, its authorized agents, consultants and/or contractors, to enter upon and have access at reasonable times and upon reasonable prior notice to the Subject Property for the purposes of inspecting the property for redevelopment purposes and to evaluate the Subject Property for other purposes including the pursuit of state and federal grants.
2. The grant of access to the City is effective immediately upon the execution of this Agreement by the Parties. In return for DuPont granting the City access to the Subject Property in its inspection of the Property for redevelopment purposes and to evaluate the Subject Property for purposes including the pursuit of state and federal grants, the City shall proceed in a diligent manner and with reasonable care so as to avoid:
 - (a) Any activities involving intrusive work (e.g. excavating, boring, grading, filling, sampling)

- (b) Damage to improvements on the Subject Property, including the vegetation, soil barrier layer, stormwater controls and the utilities located thereon or otherwise serving the Subject Property
 - (c) Interfering with the use and enjoyment of the Subject Property; and
 - (d) Creating an unreasonable risk to health and safety
3. This right of access shall remain in effect until either of the parties terminate this Agreement.
 4. The City shall indemnify and hold DuPont harmless from and against any and all claims, suits for damages, liability, loss, expenses, causes of action and judgments arising out of the inspection of the Subject Property by the City and/or its officers, employees, agents, contractors or subcontractors on or about the Subject Property, except to the extent that any injury is caused due to the acts or omissions of DuPont, any lessee of the Site, or any employee or agent of DuPont. This indemnification does not cover claims to determine who is responsible for pre-existing contamination which exists in the area covered by this Agreement. If claims arise, that allege the activities of the City have aggravated pre-existing contamination on the Subject Property, this indemnification shall only cover the portions of such claims relating to such aggravation. Said indemnity shall survive the expiration of this Agreement.
 5. DuPont ensures that DuPont and any/all site operators will give the City access to the entire Subject Property for the purposes set forth in this Agreement.
 6. This Agreement shall be governed by and constructed in accordance with the laws of the State of Wisconsin.
 7. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
 8. This Agreement may be terminated at any time by the written notification by DuPont or the City. DuPont and the City may amend any provisions of this Agreement provided that no such amendment shall be effective unless it is in a written instrument signed by the DuPont and the City.
 9. This Agreement may be executed in any number of counterparts and all such counterparts shall, taken together, be deemed to constitute one in the same instrument.

10. This Agreement applies to and is binding upon the City, DuPont, and their successors and assigns.

IN WITNESS WHEREOF, DuPont and the City have caused this Agreement to be executed by their respective duly authorized representatives as of this 7th day of June, 2014.

E.I. Du Pont de Nemours and Company

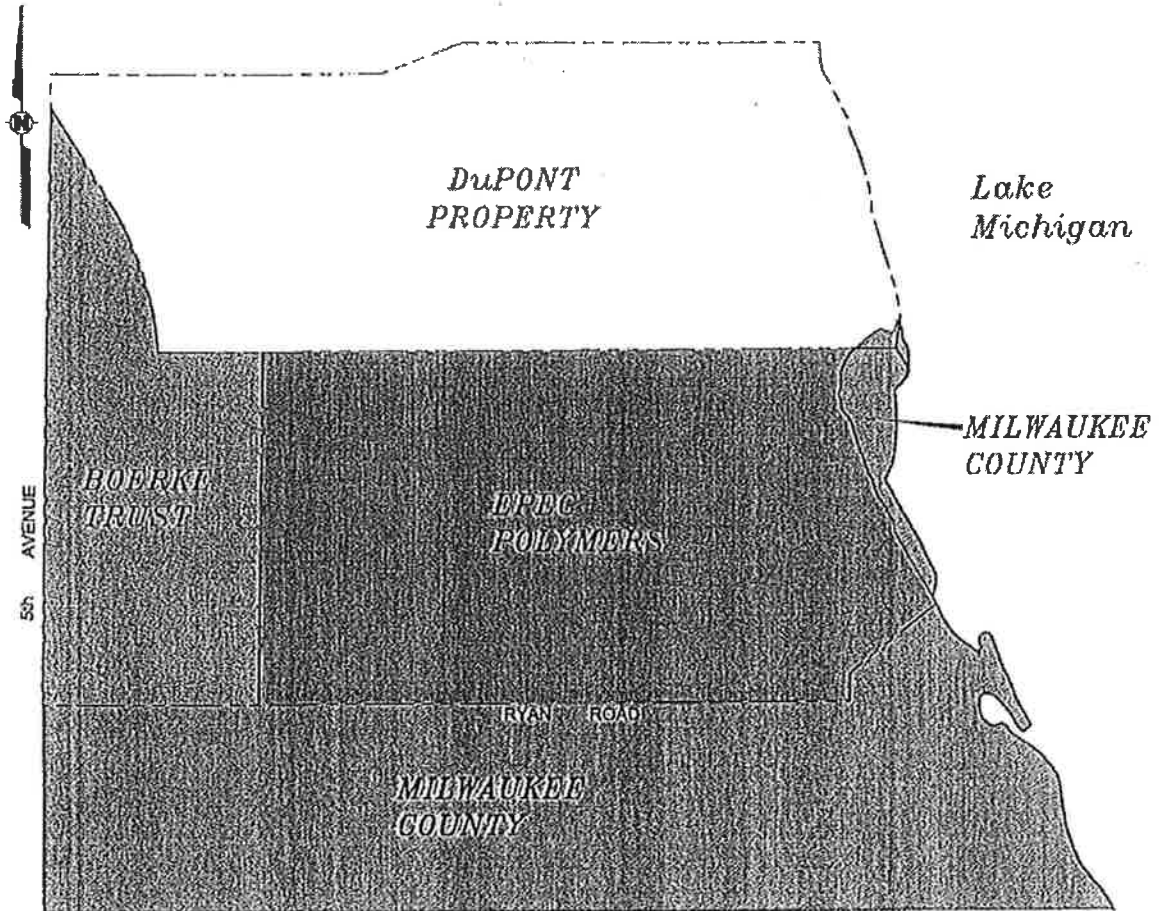
By: 
Name: Christopher J. Heck
Title: Manager - Corporate Real Estate
and Strategic Planning

IN WITNESS WHEREOF, DuPont and the City have caused this Agreement to be executed by their respective duly authorized representatives as of this ____ day of _____, 2014.

CITY OF OAK CREEK, WISCONSIN

By: _____
Name: _____
Title: _____

EXHIBIT A



That part of the Southwest One-quarter (1/4) and the Southeast One-quarter (1/4) of Section Twenty-four (24), Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section, thence South 00°51'52" West along the West line of the Southwest 1/4 of said Section 601.27 feet to a point; thence North 89°43'52" East 33.01 feet to a point on the East line of South 5th Avenue and the point of beginning of land to be described; thence continuing North 89°43'52" East 1053.26 feet to a point; thence North 69°03'52" East 283.46 feet to a point; thence North 89°43'52" East 904.70 feet to a point on a meander line of Lake Michigan; thence South 04°25'31" East along said meander line 992.64 feet to a point; thence South 89°46'05" West 2050.18 feet to a point; thence Northwesterly 468.04 feet along the arc of a curve whose center lies to the West, whose radius is 960.00 feet and whose chord bears North 18°10'07" West 463.42 feet to a point; thence North 32°08'08" West 204.44 feet to a point on the East line of South 5th Avenue; thence North 00°51'52" East along the East line of South 5th Avenue and parallel to the West line of the Southwest 1/4 of said Section 274.11 feet to the point of beginning, including those lands between the aforesaid described meander line and the shore of Lake Michigan.

City of Oak Creek Common Council Report

Meeting Date: 6/17/14

Item No.: 10

Recommendation: That the Common Council adopt Resolution No. 11509-061714, a Resolution Authorizing the Mayor and City Clerk to Execute Partial Releases of the Development Agreements and Other Related Documents for Oakview Business Park ("OVBP") and Drexel Town Square ("DTS").

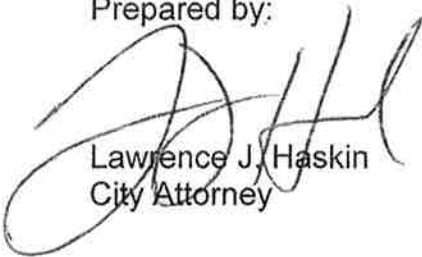
Background: As part of the development of OVBP and DTS, the City has entered into a Predevelopment Agreement for OVBP with Wispark, a TIF Finance Agreement for OVBP and DTS with One West Drexel, LLC ("OWD") both of which include a Right of First Refusal, and Development Agreements for the installation of the infrastructure for OVBP and DTS.

Wispark is selling lots in OVBP and OWD is selling lots in DTS. As closings occur on the sale of these lots, buyers are requiring that the City execute a Partial Release of the Mortgage on OVBP and the Second Amended and Restated Mortgage on DTS, Release of the Predevelopment Agreement for OVBP, Partial Releases of the Right of First Refusal and Development Agreement for both OVBP and DTS, and Partial Release of the Development Agreement for Infrastructure for both OVBP and DTS.

This Resolution would allow the Mayor and City Clerk to sign these Releases without getting Council approval each and every time that a lot sale occurs. This will help expedite the process of the sale of these lots. Furthermore, there may be minor modifications to the Agreements or to Easements in both OVBP and DTS that do not substantively change the terms of these Agreements or the easements. This Resolution would allow the Mayor and City Clerk to execute such modifications subject to approval by both the City Attorney and City Administrator.

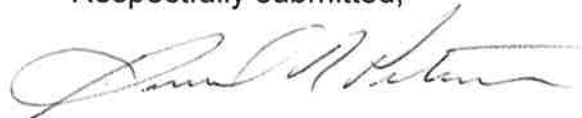
Fiscal Impact: None.

Prepared by:



Lawrence J. Haskin
City Attorney

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11509-061714

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
PARTIAL RELEASES OF THE DEVELOPMENT AGREEMENTS AND OTHER
RELATED DOCUMENTS FOR OAKVIEW BUSINESS PARK AND DREXEL TOWN
SQUARE
(2nd and 5th Aldermanic District)

WHEREAS the City of Oak Creek ("City") has entered into a TIF Finance Agreement with Wispark, LLC ("Wispark") for the Oakview Business Park ("OVBP") (Tax Incremental District No. 8); and,

WHEREAS the City has entered into a TIF Finance Agreement with One West Drexel, LLC ("OWD") for Drexel Town Square ("DTS") (TIF 11); and,

WHEREAS Wispark is in the process of selling lots in OVBP and OWD is in the process of selling lots in DTS; and,

WHEREAS the City has entered into an Infrastructure Development Agreement with Wispark for OVBP and with OWD for DTS; and,

WHEREAS the City has been granted a mortgage on the lots in OVBP by Wispark and has been granted a mortgage and a Second Amended and Restated Mortgage on lots within DTS by OWD; and,

WHEREAS the City has a Right of First Refusal for the sale of lots in both OVBP and DTS; and,

WHEREAS purchasers of lots in OVBP and DTS require that there be Partial Releases of the Right of First Refusal and TIF Finance Development Agreement, Partial Release of Development Agreement, and Partial Release of the Mortgage or Amended and Restated Mortgages for lots in both OVBP and DTS; and,

WHEREAS there may be other minor amendments to the TIF Agreements, the Development Agreements or Easements that require signature by the Mayor and City Clerk in behalf of the City.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Mayor and City Clerk are hereby authorized to execute Partial Releases of Mortgages for OVBP and Partial Releases of the Second Amended and Restated Mortgage for DTS in behalf of the City of Oak Creek.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute releases of the Predevelopment Agreement for OVBP and Partial Releases of Development Agreements for OVBP and DTS in behalf of the City of Oak Creek.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Release of the Right of First Refusal and Partial Release of Development Agreements for OVBP and DTS in behalf of the City of Oak Creek.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are further authorized to execute Amendments to the TIF Finance and TIF Development Agreements and Amendments to Easements for OVBP and DTS in behalf of the City of Oak Creek, subject to review and approval by the City Attorney and City Administrator.

BE IT FURTHER RESOLVED that by virtue of this Resolution the Common Council affirms its approval of any documents related to the sale of lots in OVBP and DTS that have occurred to date.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of June, 2014.

Passed and adopted this 17th day of June, 2014.

President, Common Council

Approved this 17th day of June, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: 6/17/14

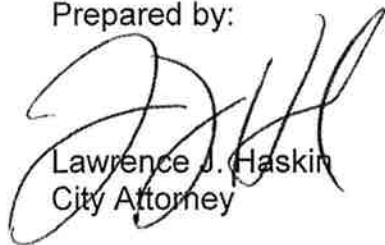
Item No.: 11

Recommendation: That the Common Council adopt Resolution No. 11512-061714, a Resolution Approving a Settlement and Release Agreement Regarding Daniel Vitek v. The City of Oak Creek; Milwaukee County Circuit Court Case No. 2013CV8065.

Background: On September 4, 2014, Daniel Vitek ("Vitek") filed a Complaint in Milwaukee County Circuit Court seeking a declaratory judgment declaring void the Drexel Town Square Mixed Use Planned Development ("DTSMUPD") and declaring void Tax Incremental Financing District No. 11 ("TIF 11") applicable to Drexel Town Square. On May 14, 2014, the Honorable David Hansher, Circuit Court Judge in or for Milwaukee County, dismissed Vitek's amended Complaint. The original Complaint was only filed against the City of Oak Creek ("City"). The amended Complaint added One West Drexel, LLC ("OWD") and Meijer Limited Partnership ("Meijer") as defendants. The Settlement Agreement provides that all parties release any claims that they have against each other and provides that Vitek will not appeal the May 14, 2014 Order of Judge Hansher dismissing the lawsuit brought by Vitek. All defendants have agreed to forego pursuing and collecting statutory costs from Vitek in exchange for this Settlement Agreement estimated to be slightly over \$500.00.

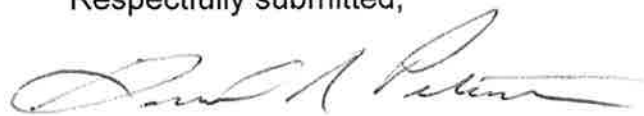
Fiscal Impact: As stated above.

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. 11512-061714

RESOLUTION APPROVING A SETTLEMENT AND RELEASE AGREEMENT
REGARDING DANIEL VITEK V. CITY OF OAK CREEK; MILWAUKEE COUNTY
CIRCUIT COURT CASE NO. 2013CV8065
(Drexel Town Square)
(2nd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Settlement and Release Agreement by and among Daniel Vitek ("Vitek"), the City of Oak Creek (the "City"), One West Drexel, LLC ("OWD") and Meijer Limited Partnership ("Meijer") be can the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of June, 2014.

Passed and adopted this 17th day of June, 2014.

President, Common Council

Approved this 17th day of June, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

SETTLEMENT AND RELEASE AGREEMENT

This Settlement Agreement and Release ("Agreement") is made and entered into by and between Daniel Vitek ("Vitek" or "Plaintiff"), the City of Oak Creek ("City"), One West Drexel, LLC ("OWD"), and Meijer Stores Limited Partnership ("Meijer") (collectively, the "Defendants"). Plaintiff and Defendants shall each be referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. **WHEREAS**, On September 4, 2013, Vitek filed a Complaint (the "Complaint") in the Milwaukee County Circuit Court, Wisconsin (the "Court"), captioned *Daniel Vitek v. City of Oak Creek* and bearing case number 2013-CV-8065 (the "Case").

B. **WHEREAS**, In the Case, Vitek sought a declaratory judgment declaring void the planned unit development ("DTSMUPD") approved by the City applicable to the Drexel Town Square development located in the southwest corner of Howell and Drexel Avenues in the City, which permits, among other things, the construction and operation of a Meijer store. Vitek also sought a declaratory judgment declaring void the tax incremental financing district applicable to the Drexel Town Square property ("TIF No. 11").

C. **WHEREAS**, On November 27, 2013, Vitek filed an Amended Summons and Amended Complaint naming OWD and Meijer as Defendants.

D. **WHEREAS**, On May 14, 2014, the Court entered an order dismissing Vitek's Amended Complaint. The Order provides that it is a final order for purposes of appeal pursuant to Wis. Stat. § 808.03(1).

E. **WHEREAS**, Recognizing the cost of litigation and in particular the cost of appellate litigation, the Plaintiff and Defendants desire to settle fully and finally all differences between them arising in connection with the development proposed by OWD and approved by the City which is the subject of the Case, including but not limited to Vitek's challenges to DTSMUPD, TIF No. 11, and the City's approvals with respect to the construction and operation of a Meijer store at the Drexel Town Square development, as well as all claims that were or could have been brought by Vitek and against the City, OWD, and Meijer in the Case ("Settled Matters"), on the terms and conditions set forth herein as of the date of this Agreement.

NOW, THEREFORE, In consideration of the covenants contained herein and other valuable consideration, the Parties agree as follows:

1. CONSIDERATION

In consideration of the Defendants agreeing to forego pursuing and collecting statutory costs from the Plaintiff, the Plaintiff hereby compromises and settles any and all past, present, or future claims relating to the Settled Matters, including but not limited to waiving any right he may have to seek an appeal of the May 14, 2014 Order of the Court.

2. MUTUAL RELEASE OF CLAIMS

Except to enforce the terms of this Agreement and subject to its provisions, each Party on behalf of themselves and their heirs, franchisees, officers, directors, employees, shareholders, affiliates, representatives, predecessors, parent corporations, subsidiary corporations, successors, assigns, insurers, customers, attorneys and agents now and forever release and discharge the other Parties and their heirs, franchisees, officers, directors, employees, shareholders, affiliates, representatives, predecessors, parent corporations, subsidiary corporations, successors, assigns, insurers, customers, attorneys and agents from any and all claims, demands, losses, expenses, damages, liabilities, actions, and causes of action of any nature, whether known or unknown, suspected or unsuspected, mature or unmatured, and whether or not contingent, now existing or that might arise hereafter, that arise in connection with the Settled Matters.

This Agreement extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the Parties do not anticipate, know, or suspect to exist at the time of execution of this Agreement, but that may develop, accrue, or be discovered in the future arising from or relating to the Settled Matters.

Each Party represents and warrants that they each have considered the possibility and voluntarily assume the risk that claims, liabilities, injuries, damages, and causes of action that they do not presently know or suspect to exist in their favor may develop, accrue, or be discovered in the future arising from or relating to the Settled Matters, and that they voluntarily assume that risk as part of the consideration for this Agreement.

3. NO PREVAILING PARTY

Neither Plaintiff nor the Defendants shall be construed as the prevailing Party in the Case. Furthermore, each Party shall each bear their own costs and attorney fees incurred in connection with the Case and this Agreement, and each waives the right to make a claim against the other for such costs, attorney fees or any other expenses associated with the matters being settled here.

4. GOVERNING LAWS

This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin.

5. PREVAILING PARTY'S COSTS

In any action to prevent or remedy a breach of this Agreement, the prevailing Party shall recover its costs, including reasonable attorney's fees.

6. COOPERATION

The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

7. NO ASSIGNMENT

The Parties represent and warrant that no other person, firm, corporation, estate, insurance company or entity now has any interest in any claim released herein and that each have the sole and complete right to compromise, settle, release and discharge all of the claims it has released herein.

8. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, representatives and assigns.

9. VOLUNTARY AND INFORMED EXECUTION

The Parties represent and warrant that they have voluntarily entered into this Agreement and that the execution of this Agreement did not occur as a result of duress, fraud and/or deceit.

10. CONSTRUCTION

This Agreement shall be construed as if jointly prepared by the Parties to the Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party. Therefore, any rule of construction that a document is to be construed against the drafting party shall not be applicable. The section headings that appear throughout this Agreement are provided for convenience only and are not intended to define or limit the scope of this Agreement or the intent or subject matter of its provisions.

11. SEVERABILITY

Each provision of this Agreement shall be considered severable, and if a provision is for any reason held to be invalid, all remaining provisions shall be enforceable. If any provision of this Agreement is held to impose a restriction, which is unenforceable in scope that could be made enforceable by limiting the scope of the provision to preserve enforceability, then the provision's scope shall be so limited.

12. WAIVER

The observance of any term of this Agreement may be waived (whether generally or in a particular instance and either retroactively or prospectively) by the Party entitled to enforce the term, but any waiver is effective only if in a writing signed by the Party against which the waiver is to be asserted. Except as otherwise provided in this Agreement, no failure or delay of either party in exercising any power or right under this Agreement will operate as a waiver of the power or right, nor will any single or partial exercise of any right or power preclude any other or further exercise of the right or power or the exercise of any other right or power.

13. ENTIRE AGREEMENT; AMENDMENTS

This Agreement sets forth the entire understanding between the Parties and supersedes all previous Agreements, arrangements, and understandings between the Parties, whether verbal or written, and may not be amended except in writing by both Parties.

14. SIGNATURES; COUNTERPARTS

A facsimile or pdf signature shall serve as an original signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall, when taken together, constitute a single document.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, sign this Agreement whereupon it enters into full force and effect in accordance with its terms as of the date set forth above.

**PLAINTIFF
DANIEL VITEK**

Date: _____

**DEFENDANT
CITY OF OAK CREEK**

Date: _____

By: _____

Its: _____

DEFENDANT
ONE WEST DREXEL, LLC

Date: _____

By: _____

Its: _____

DEFENDANT
MEIJER STORES LIMITED PARTNERSHIP

Date: _____

By: _____

Its: _____

City of Oak Creek Common Council Report

Meeting Date: 6/17/14

Item No.: 12

Recommendation: That the Common Council adopt Resolution No. 11511-061714 a Resolution Approving an Intergovernmental Agreement Pursuant to Wis. Stats. Sec. 66.0301 with the City of St. Francis for Police, Ambulance and Fire Related Dispatch Services.

Background: On March 4, 2014 the City of Oak Creek ("Oak Creek") and the City of St. Francis ("St. Francis") entered into a non-binding Memorandum of Understanding ("MOU") expressing their intent to enter into an Agreement under which Police and Fire dispatch services would be provided to St. Francis by Oak Creek using Oak Creek personnel, equipment, facilities and procedures. The MOU provided that Oak Creek committed to working with St. Francis to identify all issues related to the establishment of appropriate dispatch operations between Oak Creek and St. Francis and that on or before June 3, 2014 St. Francis would determine the likelihood of reaching the final Agreement regarding dispatch services unless the date was extended by the mutual agreement of the parties. On June 3, the Common Council adopted a Resolution extending the MOU until June 17th. A proposed Agreement is now being submitted to the Common Council for its consideration. Attached to this Report is a copy of the Agreement. The key aspects of the Agreement are as follows:

- Oak Creek will provide personnel, human resources and supervision of all dispatch employees and will conduct hiring and disciplinary proceedings with all dispatch employees.
- All four full-time dispatchers employed by St. Francis would be hired by Oak Creek.
- The Oak Creek Chief of Police will make all final decisions regarding dispatch procedures.
- If Oak Creek dispatch services are interrupted, suspended or otherwise not available, it will be provided by an alternate agency designated by Oak Creek without additional costs to St. Francis.
- This is a 10 year Agreement with a formal review to occur within six months of the end of the term.
- Technical startup work and ongoing information technology ("IT") support will be provided by Oak Creek.
- Software license upgrades and annual maintenance costs needed to serve St. Francis will be assessed and billed to St. Francis.
- New or additional equipment, technology upgrades and advancement or other non-personnel costs including station paging equipment, vehicle computers, GPS mapping, software upgrades needed directly to service St.

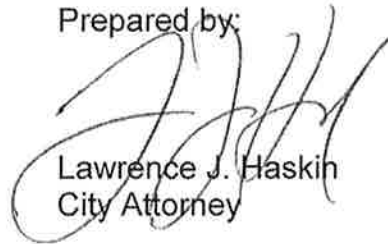
Francis in a manner consistent with Oak Creek dispatch services will be assessed and billed to St. Francis.

- The Contract will commence on January 1, 2015.
- The payments are as outlined in the Agreement.
- St. Francis will receive from Oak Creek quality, attentive and professional dispatch services in a manner consistent with the current and future standards of conduct of such services.
- Any disputes will be subject to mediation between the parties

As of the date of this report, negotiations are continuing regarding the amount of the annual payment due Oak Creek from St. Francis. An update will be provided at the Common Council Meeting.

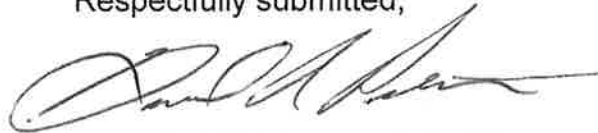
Fiscal Impact: As outlined in the Agreement.

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. 11511-061714

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
PURSUANT TO WIS. STATS. SEC. 66.0301 WITH THE CITY OF ST. FRANCIS
FOR POLICE, AMBULANCE AND FIRE RELATED DISPATCH SERVICES.

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Agreement between the City of Oak Creek and the City of St. Francis for Oak Creek to provide Police, Ambulance and Fire Related dispatch services to the City of St. Francis be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of June, 2014.

Passed and adopted this 17th day of June, 2014.

President, Common Council

Approved this 17th day of June, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

City of Oak Creek Common Council Report

Meeting Date: June 17, 2014

Item No.: 13

Recommendation: That the Common Council adopts Ordinance 2728 Amending Section 4 of Ordinance 2700 relating to the salary for the position of Building Inspector, contingent upon passing the pre-employment physical.

Background: The Personnel Committee approved filling the vacant Building Inspector position at its March 4, 2014 meeting.

The position was advertised and of the 20 applicants, nine were considered qualified enough for further review. An interview team consisting of the Acting Building Commissioner, the Building Inspection Supervisor, the Building Inspector and the Personnel Specialist interviewed the top four candidates for the position.

The team has selected Anthony Csavoj as the preferred candidate to fill the position. Mr. Csavoj is an Oak Creek resident who has more than 20 years of experience working as a building inspector in a similar size community. His exceptional qualifications and communication style were evident throughout the hiring process.

Based on the increasing workload related to the upturn in commercial and industrial development in the City, hiring an experienced inspector is considered key for his efficient integration into the department, and his taking on a substantial share of the plan review and inspection workload.

The recommended hire rate of pay is \$64,225 which is the mid-range of the Building Inspector position.

Fiscal Impact: The 2014 budget includes \$76,000 for the estimated wages and benefits for the vacant Building Inspector position. Based upon a hire rate of \$64,225 annually, and a start date of July 14, 2014, the projected 2014 expenses for this position are \$41,000.

Prepared by:



Michael C. Simmons, P.E.
Acting Building Commissioner

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Approved by:



Mary Casey, PHR
Human Resource Manager

Fiscal review by:



Bridget M. Spuffrant, CMTW
Finance Director / Comptroller

ORDINANCE NO. 2728

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 BUILDING INSPECTOR

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 7/14/14	Starting Salary	Top Salary
Building Inspector	\$64,225	\$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 July 14, 2014.

Introduced this 17th day of June, 2014.

Passed and adopted this 17th day of June, 2014.

President, Common Council

Approved this 17th day of June, 2014.

Mayor

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: 6/17/2014

Item No.: 14

Recommendation: That the Common Council approve Ordinance number 2726 establishing salary ranges, salary, wages and allowances for board and commission members.

Background: Ordinance number 1837 approved in 1996 established the uniform rates of pay of those certain officials and position in the City services under the control of the Common Council of the City of Oak Creek. Since this time many boards and commission have been removed from service. This ordinance is updated to reflect current boards and commission; there is no change in rate of pay. In addition, some committees have been added.

The following have been removed from the ordinance:

- Airport Advisory Committee
- Bender Park Committee
- Cable TV Advisory Council
- Cost Reduction Committee
- Environmental Advisory Committee
- Paramedic Board
- Waste Sitting Committee
- Computer Steering Committee
- Ad Hoc Committee for Fire Station Number 3
- Ah Hoc Lake Arterial Committee
- Ad Hoc Strom Water Committee
- Ad Hoc Zoning Code Review Committee

The following have been added to the ordinance:

- Finance Committee
- Landscape and Beautification Committee

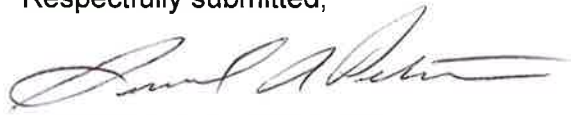
Fiscal Impact: None.

Prepared by:



Catherine A. Roeske
City Clerk

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

ORDINANCE NO. 2726

By: _____

AN ORDINANCE FIXING THE SALARY RANGES, SALARY, WAGES AND ALLOWANCES FOR BOARD AND COMMISSION MEMEBERS

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

SECTION 1: There is herewith established the uniform rates of pay of those certain offices and positions in the City services under the control of the Common Council of the City of Oak Creek affecting non-union, management and miscellaneous personnel. The proper city officials are hereby authorized and directed to make the required payments to those affected employees of the City pursuant to this ordinance.

SECTION 2: Members of the different boards and commissions shall be compensated according to the schedule listed below:

Board or Commission	Secretary	Member	Chair	Occurrence
Plan Commission	N/A	\$35.00	N/A	Per Meeting
Civil Service Commission	N/A	\$30.00	\$40.00	Per Meeting
Police and Fire Commission	\$40.00	\$30.00	\$40.00	Per Meeting
Board of Zoning/Housing Appeals	Per P/T Ord.	\$30.00	\$40.00	Per Meeting

The following boards and commissions are uncompensated.

- Parks and Recreation Commission
- Library Board
- Board of Health
- Traffic and Safety Commission
- Celebrations Commission
- Community Development Authority
- Finance Committee
- Landscape and Beautification Committee

SECTION 3: No employee or ex officio member of a board, commission or a committee shall be compensated unless they are acting in the capacity of a citizen member and not as part of their normal duties.

SECTION 4: Due to the unique nature and number of the meetings required for the Board of Review, it is covered separately from the other boards and commissions. Members of the Board of Review will be compensated at an hourly rate of \$10.00 per hour for their meetings.

SECTION 5: VALIDITY. If any section, subsection, sentence clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions thereof. The Common Council of the City

of Oak Creek hereby declares that it would have passed this ordinance and each section, subsection, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof, may be declared invalid or unconstitutional.

SECTION 6: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

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 18, 2014.

Introduced this 17th day of June, 2014.

Passed and adopted this 17th day of June, 2014.

President, Common Council

Approved this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

ORDINANCE N° 1837

By Committee As A Whole

AN ORDINANCE FIXING THE SALARY RANGES, SALARY, WAGES AND
ALLOWANCES FOR BOARD AND COMMISSION MEMBERS FOR THE YEAR 1996

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

SECTION 1: There is herewith established the uniform rates of pay of those certain offices and positions in the City services under the control of the Common Council of the City of Oak Creek affecting non-union, management and miscellaneous personnel for the year 1996. The proper city officials are hereby authorized and directed to make the required payments to those affected employees of the City pursuant to this ordinance.

SECTION 2: Members of the different boards and commissions shall be compensated according to the schedule listed below:

Group 1, Monthly basis

Utility Commission
Chair \$100/month
Member \$75/month

Group 2, Per meeting basis

Plan Commission
Member \$35/meeting
Civil Service Commission
Chair \$40/meeting
Member \$30/meeting
Police and Fire Commission
Chair \$40/meeting
Secretary \$40/meeting
Member \$30/meeting
Board of Zoning/Housing Appeals
Chair \$40/meeting
Member \$30/meeting

Group 3

Parks and Recreation Commission
Library Board
Board of Health
Traffic and Safety Commission
Airport Advisory Committee
Bender Park Committee
Cable TV Advisory Council
Celebrations Commission
Community Development Authority
Cost Reduction Committee
Environmental Advisory Committee
Paramedic Board
Waste Siting Committee
Computer Steering Committee
Ad Hoc Committee for Fire Station Number 3

Ad Hoc Lake Arterial Committee
Ad Hoc Storm Water Committee
Ad Hoc Zoning Code Review Committee
All Members are uncompensated

SECTION 3: No employee or ex officio member of a board, commission or committee shall be compensated unless they are acting in the capacity of a citizen member and not as part of their normal duties.


SECTION 4: Due to the unique nature and number of the meetings required for the Board of Review it is covered separately from the Groups above. Members of the Board of Review will be compensated at an hourly rate of \$10.00 per hour for their meetings.

SECTION 5: VALIDITY. If any section, subsection, sentence clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions thereof. The Common Council of the City of Oak Creek hereby declares that it would have passed this ordinance and each section, subsection, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof, may be declared invalid or unconstitutional.


SECTION 6: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 7: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of the date of passage.

Passed and adopted this 20 day of Feb., 1996


President, Common Council

Approved this 21 day of Feb., 1996


ACTING Mayor

ATTEST:


City Clerk

VOTE: Ayes 6 Noes 0

City of Oak Creek Common Council Report

Meeting Date: 6/17/14

Recommendation: That the Common Council adopt Ordinance No. 2727, an Ordinance to Create Section 2.46(a)(3)a., to Repeal and Recreate Section 2.46(a)(4) and to Create Section 2.46(1)(15)a. Regarding the Deputy Treasurer, Assistant City Engineer and Deputy Comptroller/Payroll Coordinator.

Background: The City has received notice from the State of Wisconsin Employment Relations Commission that an election was held to certify union representation by the Labor Association of Wisconsin ("LAW"). As of May 10, the State of Wisconsin Employment Relations Commission has certified the elections results. The employees who would be represented by LAW were previously represented by AFSCME prior to the enactment of Act 10.

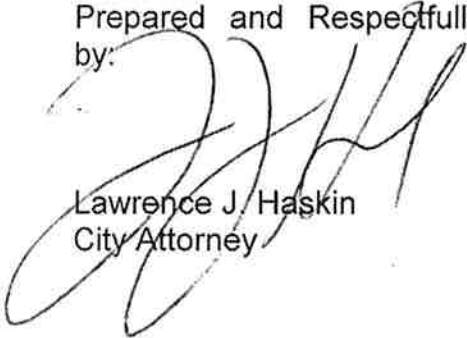
As a result of the certification, positions that were union positions prior to Act 10 that became non-union positions as a result of Act 10 are now returning to their status as union positions.

Over the past several months, several positions have been added as a result of the shifting of responsibilities and as a result of retirements in several departments. Ordinance No. 2727 is designed to add the positions of Deputy Treasurer, Assistant City Engineer, and Deputy Comptroller/Payroll Coordinator to the listing of non-union employees below department manager status.

Fiscal Impact: As provided in the salary ordinances for the respective positions.

Prepared and Respectfully Submitted

by:



Lawrence J. Haskin
City Attorney

ORDINANCE NO. 2727

BY: _____

AN ORDINANCE TO CREATE SECTION 2.46(a)(3)a., TO REPEAL AND RECREATE SECTION 2.46(a)(4) AND TO CREATE SECTION 2.46(a)(15)a. REGARDING THE DEPUTY TREASURER, ASSISTANT CITY ENGINEER AND DEPUTY COMPTROLLER/PAYROLL COORDINATOR

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

SECTION 1: Section 2.46(a)(3) is hereby created to read as follows:

SEC. 2.46 NON-UNION EMPLOYEES BELOW DEPARTMENT MANAGER STATUS

(a) **Positions Designated.** The following employment positions, classified by department manager, are hereby created:

(3) City Treasurer. The following positions shall be filled by the City Treasurer from an eligible list supplied by the Civil Service Commission:

- a. Deputy Treasurer

SECTION 2: Section 2.46(a)(4) is hereby repealed and recreated to read as follows:

SEC. 2.46 NON-UNION EMPLOYEES BELOW DEPARTMENT MANAGER STATUS

(a) **Positions Designated.** The following employment positions, classified by department manager, are hereby created:

(4) Engineering Department. The following positions shall be filled by the City Engineer from an eligible list supplied by the Civil Service Commission:

- a. Assistant City Engineer
- b. Municipal Design Engineer
- c. Environmental Design Engineer
- d. Environmental Engineer

SECTION 3: Section 2.46(a)(15) is hereby created to read as follows:

SEC. 2.46 NON-UNION EMPLOYEES BELOW DEPARTMENT MANAGER STATUS

(a) **Positions Designated.** The following employment positions, classified by department manager, are hereby created:

(15) Finance Department. The following positions shall be filled by the Finance Director from an eligible list supplied by the Civil Service Commission:

- a. Deputy Comptroller/Payroll Coordinator

SECTION 4: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this ____ day of _____, 2014.

Passed and adopted this ____ day of _____, 2014.

President, Common Council

Approved this ____ day of _____, 2014.

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

- (2) Term. The Director of Community Development shall hold office for an indefinite term.
- (d) **Community Public Health Officer.**
- (1) Appointment. The Community Public Health Officer (CPHO) shall be appointed by the Mayor, subject to confirmation by the Common Council, and shall be the full-time Health Officer of the City.
- (2) Term. The term of said position shall be indefinite.
- (e) **City Engineer**
- (1) Appointment. The City Engineer shall be appointed by the Mayor subject to confirmation by the Common Council.
- (2) Term. The City Engineer shall hold office for an indefinite term.
- (f) **Utility Manager.**
- (1) Appointment. The Manager of the Water and Sewer Utility shall be appointed by the Board of Water Works and Sewer Utility Commission.
- (2) Term. The Utility Manager shall hold office for an indefinite term.
- (g) **City Librarian.**
- (1) Appointment. The City Librarian shall be appointed by the Library Board solely on the basis of merit, training, experience, administrative ability, efficiency and general qualifications and fitness for performing the duties of the position.
- (2) Term. The City Librarian shall hold office for an indefinite term subject to removal for cause by the Library Board.
- (h) **Director of Parks and Recreation.**
- (1) Appointment. The Director of Parks and Recreation shall be appointed by the Mayor subject to confirmation by the Common Council.
- (2) Term of Office. The Director of Parks and Recreation shall serve an indefinite term of office.
- (i) **Assessor.**
- (1) Appointment. The City Assessor shall be appointed by the Mayor, subject to confirmation by the Common Council.
- (2) Term. The City Assessor shall serve an indefinite term of office.
- (j) **Building Commissioner**
- (1) Appointment. The Building Commissioner shall be appointed by the Mayor, subject to confirmation by the Common Council. The Building Commissioner shall supervise the Inspection Department.
- (2) Term. The Building Commissioner shall serve for an indefinite term.
- (k) **Street Superintendent**
- (1) Appointment. The Street Superintendent shall be appointed by the Mayor, subject to confirmation by the Common Council.
- (2) Term of office. The Street Superintendent shall serve an indefinite term of office.
- (l) **Finance Director/Comptroller.**
- (1) Appointment. The Finance Director/Comptroller shall be appointed by the Mayor, subject to confirmation by the Common Council.
- (2) Term of Office. The Finance Director/Comptroller shall serve an indefinite term of office.
- (m) **Information Technology Manager**
- (1) Appointment. The Information Technology Manager shall be appointed by the Mayor, subject to confirmation by the Common Council.
- (2) Term of Office. The Information Technology Manager shall serve an indefinite term of office.

Ordinance # 2205 A 07/16/02 Sec. 2.45(j)
Ordinance #2274 A 9/16/03 Sec. 2.45(e)
Ordinance #2357 A 6/7/05 Sec. 2.45(k)
Ordinance # 2359 A 7/19/05, Sec. 2.45(f)
Ordinance # 2408 A 6/6/06, Sec. 2.45(d)
Ordinance #2546, A 2/16/09, Sec. 2.45(1) and (m)
Ordinance #2679 A 5/7/13, Sec. 2.47(l)

SEC. 2.46 NON-UNION EMPLOYEES BELOW DEPARTMENT MANAGER STATUS.

- (a) **Positions Designated.** The following employment positions, classified by department supervisor, are hereby created:
- (1) City Clerk. The following positions shall be filled by appointment by the City Clerk from an eligible list supplied by the Civil Service Commission:
- a. Deputy Clerk
- (2) City Administrator. The following positions shall be filled by the City Administrator from an eligible list supplied by the Civil Service Commission:
- a. Personnel Specialist
b. Facilities Maintenance Supervisor
c. Human Resources Manager
- (3) City Treasurer. The following positions shall be filled by appointment by the City Treasurer from an eligible list supplied by the Civil Service Commission:
- a. (Reserved)
- (4) Engineering Department. The following positions shall be filled by appointment by the City Engineer from an eligible list supplied by the Civil Service Commission.

- a. Development Engineer
- b. Construction Coordinator
- c. Design Engineer
- (5) Department of Community Development. The following positions shall be filled by appointment by the Director of Community Development from an eligible list supplied by the Civil Service Commission:
 - a. Planner
 - b. Zoning Administrator/Planner
- (6) Water and Sewer Utility. The following positions shall be filled by appointment by the Board of Water Works and Sewer Utility Commission from an eligible list supplied by the Civil Service Commission:
 - a. Field Operations Supervisor
 - b. Chief Operator, Water Treatment Plant
 - c. Administrative Supervisor
 - d. Utility Engineer
- (7) Recreation Department. The following positions shall be filled by appointment by the Parks and Recreation Director from an eligible list supplied by the Civil Service Commission:
 - a. Parks Maintenance Supervisor
 - b. Urban Forester.
 - c. Recreation Supervisor
- (8) Library. The following positions shall be filled by appointment by the City Librarian, subject to Library Board confirmation:
 - a. Assistant City Librarian
 - b. Reference Librarian
 - c. Children/Young Adult Librarian
 - d. Library Services Assistant
- (9) Police Department.
 - 1. The following positions shall be filled by appointment of the Police Chief, subject to Police and Fire Commission confirmation:
 - a. Captain
 - b. Lieutenant
 - 2. The following positions shall be filled by appointment of the Police Chief, from an eligible list supplied by the Civil Service Commission:
 - a. Dispatch Manager
 - b. Dispatch Supervisor
- (10) Fire Department. The following positions shall be filled by appointment of the Fire Chief, subject to Police and Fire Commission confirmation:
 - a. Assistant Fire Chief
 - b. Battalion Chief
- (11) Health Department.
 - a. The following positions shall be filled by the Community Public Health Officer from an eligible list supplied by the Civil Service Commission:
 - a. Public Health Nurse Supervisor/Deputy Health Officer
 - b. Public Health Nurses
 - c. Registered Sanitarian
- (12) Street Department. The following positions shall be filled by appointment of the Street Superintendent from an eligible list supplied by the Civil Service Commission:
 - a. Street Supervisor
- (13) Inspection Department.
 - a. The following position shall be filled by appointment by the Building Commissioner and shall be a Civil Service position:
 - 1. Inspection Supervisor, who shall be selected from a position identified at sub(b)(1)-(4).
 - b. The following positions shall be filled by appointment by the Building Commissioner from an eligible list supplied by the Civil Service Commission:
 - 1. Building Inspector
 - 2. Electrical Inspector
 - 3. Plumbing Inspector
 - 4. Plumbing/Building Inspector
- (14) Information Technology Department. The following positions shall be filled by appointment of the Information Technology Manager from an eligible list supplied by the Civil Service Commission:
 - a. Computer Specialist
- (15) Finance Department. The following positions shall be filled by appointment of the Finance Director from an eligible list supplied by the Civil Service Commission.
 - a. (Reserved)
- (b) **Other Positions.** All positions subordinate to the above named Department Managers except those positions in the library, police department and fire department shall be filled and governed by Civil Service standards and regulations.
- (c) **Duties.** The duties to be performed by the employees in the above positions shall be as prescribed in the pertinent position description.
- (d) **Procedure for Appointments.** All appointments under this Section shall be pursuant to personnel policies adopted by the Common Council.

- (e) **Compensation.** All employees and officers appointed pursuant to this Section shall receive such compensation as may be determined by the Common Council from time to time.

Ordinance # 2357, A 6/7/05 Sec. 2.46(a)(12)

Ordinance # 2359, A 7/19/05 Sec. 2.46(a)(13)

Ordinance # 2361, A 8/1/05 Sec. 2.46(a)(11)

Ordinance # 2394, A 5/2/06, Sec. 2.46(a)(5)

Ordinance #2444, A 2/6/07, Sec.2.46(a)(11)

Ordinance #2547, A 2/16/09, Sec.2.46

Ordinance #2720, A 5/6/14, Section 2.46(a)(2)c

SEC. 2.47 COMPLIANCE WITH FAIR LABOR STANDARDS ACT.

The City of Oak Creek shall comply with all provisions of the Federal Fair Labor Standards Act. The City Clerk-Comptroller shall develop and establish record keeping payment inclusions and payroll practices to assure good faith compliance with the Act. The following positions shall be exempt from the provision of the Fair Labor Standards Act:

- (a) **Parks and Recreation Department.** Director of Parks and Recreation.
- (b) **Public Works Department; Highway Division.** Street Superintendent and Street Division Supervisor.
- (c) **Community Development Department.** Director of Community Development and Assistant Director of Planning.
- (d) **Inspection Department.** Building Commissioner, Inspection Supervisor, Building Inspector, Building/Fire Inspector, Plumbing Inspector and Electrical Inspector.
- (e) **Public Works Department; Engineering Division.** City Engineer, Design Engineers, Construction Engineer and Development Engineer.
- (f) **Water and Sewer Utility.** Utility Manager, Operations Supervisor, Field Operations Supervisor, Chief Operator, and Administrative Supervisor.
- (g) **Police Department.** Police Chief, Captain, Lieutenants and Sergeants.
- (h) **Fire Department.** Fire Chief, Assistant Fire Chiefs, Captains and Lieutenants.
- (i) **Health Department.** Community Public Health Officer and Public Health Nurses.
- (j) **General Government.** City Administrator, City Clerk, City Assessor, City Treasurer, Finance Director/Comptroller, IT Manager, City Attorney, Municipal Judge, Mayor and Aldermen.

Ordinance # 2359, A 7/19/05 Sec. 2.47(d)

Ordinance # 2408, A 6/6/06 Sec. 2.47(i)

Ordinance #2679 A 5/7/13 Sec. 2.47(j)

SEC. 2.48 RESIDENCY REQUIREMENTS.

Notwithstanding the provisions of any other ordinances, rules or regulations, no employee of the City of Oak Creek shall be and is required to be a resident of

the city of City of Oak Creek, subject to the following provisions and conditions:

- (a) **Full Time Employees Under Labor Contract.** Any full time union employee who is not required to be a resident of the City of Oak Creek shall comply with the residency provisions of the labor contract for that union in which he/she is a member, provided that the contract's provisions are consistent with Wis. Stats. §66.0502 and any future amendment thereto.
- (b) **Fire Department Non-Union Full-Time Emergency Employees.** All non-union fire emergency employees shall reside within twenty (20) miles of the jurisdictional boundaries of the City of Oak Creek.
- (c) **Police Department Non-Union Full-Time Emergency Employees.** All non-union emergency employees of the Police Department shall reside within (20) miles of the jurisdictional boundaries of the City of Oak Creek.
- (d) **Other Emergency Personnel.** All other non-union emergency employees of the City of Oak Creek as defined by the applicable employee handbook shall reside within twenty (20) miles of the jurisdictional boundaries of the City of Oak Creek.
- (e) **Contract Employees.** Any employee who is required to be a resident of Oak Creek by virtue of a contract with the City is required to comply with the residency requirements of the contract until the contract is terminated, extended, nullified or renewed.
- (f) **Noncompliance.** Failure to comply with the provisions of this Section shall be grounds for termination.

Ordinance #2408, A 6/6/06, Sec. 2.48(a)

Ordinance #2627 A 6/7/11, Sec. 2.48(a)

Ordinance #2701 A 11/19/13, Sec. 2.48

City of Oak Creek Common Council Report

Meeting Date: June 17, 2014

Item No.: 16

Recommendation: That the Council authorize the City Administrator to enter into a renewal marketing contract with the Packers Radio Network to promote the City of Oak Creek for the 2014-2015 season in an amount not to exceed \$23,700.

Background: Last year the City began a partnership with the Journal Broadcast Group to market the City on pre and post-game programming on the Packers Radio Network. The proposal before you this evening extends that partnership for the 2014-2015 season. More details on the proposal are contained in the attached document.

The Community Development Authority considered this proposal at their meeting of June 4th and recommended that the contract for 2014-15 be approved.

Fiscal Impact: The adopted 2014 Economic Development budget (Fund 31) includes \$140,000 for Advertising and Promotions.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,

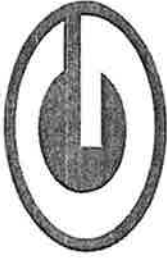


Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller



PACKERS RADIO NETWORK

2014 Letter of Agreement For:



OAK

Journal Broadcast Group warrants and represents that it has acquired and holds the rights to create and originate game broadcasts and establish and operate the Packers Radio Network ("Network") from the Green Bay Packers, Inc. This letter of agreement will summarize the elements of the 2014 sponsorship of the Packers Radio Network broadcast between Journal Radio Networks (hereafter "WTMJ"), a division of Journal Broadcast Group, Green Bay Packers, Inc., (hereafter "Packers"), and City of Oak Creek, (hereafter "Sponsor"), consisting of a sponsorship during the twenty (20) game broadcast schedule and sponsor will be included in any and all additional pre and post-season games.

SPONSORSHIP ANNOUNCEMENTS:

- One (1) 30-second commercial in Adjacency 1 on 620 WTMJ in twenty (20) broadcasts. This is a fixed position approximately two (2) hours prior to kick off at the top of the hour.
- One (1) 30-second commercial in Packers Preview Hour 1 on 620 WTMJ in twenty (20) broadcasts. Packers Preview is a two-hour pre-game program prior to in-game programming. Sponsor name identification in Packers Preview on 620 WTMJ each game.
- One (1) 30-second commercial in Packers Playback on 620WTMJ twenty (20) broadcasts. Packers Playback is a twenty minute post-game program immediately following in-game programming. Sponsor name identification in Packers Playback on 620 WTMJ each game.
- One (1) 30-second commercial in Packers OT on 620 WTMJ in twenty (20) broadcasts. Packers OT is a two hour post-game program immediately following Packers Playback. Sponsor name identification in Packers OT on 620 WTMJ each game.



PACKERS RADIO NETWORK

LETTER OF AGREEMENT



OAK

MERCHANDISING ELEMENT DETAIL:

- ◆ A cash merchandising allowance of \$950 has been allocated to Sponsor.
- ◆ Merchandising allowance will not be carried forward from season to season and must be used by 01/31/15.
- ◆ The cash merchandising allowance has been factored into the final marketing program total investment.
- ◆ The cash merchandising allowance may not be used to offset the sponsorship investment.
- ◆ Additional expense in excess of the specified cash merchandising budget above will be passed through at cost to the Sponsor.

SPONSORSHIP INVESTMENT:

- SPONSOR shall remit the following payment for this marketing program net 30 days after receipt of itemized station invoice. The total shall be based on the Standard Broadcast Month billing cycles and shall commence with the first month containing a scheduled game for the season.

2014

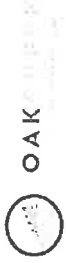
\$23,700.00 Net



PACKERS RADIO NETWORK

**LETTER OF AGREEMENT
OTHER ELEMENTS:**

- Network affiliate clearances are subject to pre-emption due to local sports conflicts. In the Milwaukee area, games on 620 WTMJ, in conflict with other sports broadcasts, may be placed on other broadcast facilities.
- Sponsor will automatically be scheduled and billed in all additional post-season game broadcasts at the same level of participation and rate as regular season games. Super Bowl broadcast will have a ten percent (10%) premium added to rate schedule. Due to contractual agreements between the NFL and their media partner(s), the Packers Radio Network broadcast of the NFC Championship Game broadcast and Super Bowl will air exclusively on WTMJ in Milwaukee and the Packers Radio Network affiliate(s) in Green Bay. Merchandise for any playoff games is at the sole discretion of JRN.
- Sponsor will receive the terms for the right of first renewal option for the following season. Sponsor must notify WTMJ of acceptance by April 1, 2015 or thirty (30) days after receipt of written proposal, whichever comes first.
- Because of the specialized and custom nature of sports marketing programs, all Journal Radio Networks Sports Marketing agreements are non-cancelable.
- Certain broadcast and merchandising elements included in this marketing program may involve restrictions on usage and may not be used by Sponsor or transferred to a third party without prior written approval of JRN and the Packers. Certain elements, including but not limited to Packers name and logo, may be prohibited from transference to a third party. Use by any party without the express authorization of Journal Broadcast Group is prohibited and could result in legal action.
- If, during the course of this agreement, there is a strike, lockout, work stoppage or other unknown labor-related condition that interrupts regular season game play the JRN will negotiate in good faith with Sponsor to find a resolution that is mutually agreeable to both parties to preserve the Sponsors equity position within the broadcast.
- This agreement is valid during the length of time that the Journal Broadcast Group retains the radio broadcast rights to the Packers television broadcasts. In the event that the Journal Broadcast Group is no longer the broadcast rights holder and primary seller of the commercial inventory, this agreement is null and void.
- Neither this agreement, nor the rights or obligations of any party hereunder, may be assigned without the prior written consent of the other party.



Accepted For: Journal Broadcast Group
 Accepted By: _____
 Typed Name: Thomas Sheridan
 Title: General Sales Manager
 Date: _____

Accepted For: City of Oak Creek
 Accepted By: _____
 Typed Name: _____
 Title: _____
 Date: _____

City of Oak Creek Common Council Report

Meeting Date: June 17, 2014

Item No.: 17

Recommendation: That the Common Council approves payment of the obligations as listed on the June 11, 2014 Vendor Summary Report.

Background: Of note are the following payments:

1. \$31,638.75 to Bray Associates Architects Inc. (pg #2) for reproductions, plots, standard form documents and architectural services.
2. \$6,060.50 to Buelow Vetter Buikema Olson (pgs #2-3) for May legal services pertaining to contracts and disability issues.
3. \$10,196.10 to Central Lake Armor Express Inc. (pg #3) for police replacement body armor.
4. \$8,144.76 to Engberg Anderson, Inc. (pg #4) for April/May Civic Center FF&E.
5. \$19,358.00 to Environ (pg #5) for April technical assistance and consulting Lakeview Development.
6. \$23,050.61 to Godfrey & Kahn S.C. (pgs #6-7) April legal services pertaining to Lakeview Development, Drexel Town Square and related projects.
7. \$13,223.54 to Harris (pgs #7-8) for annual licenses and software support.
8. \$34,850.00 to John's Disposal Service, Inc. (pg #9) for April disposal service.
9. \$53,701.49 to JPMorgan Chase Bank NA (pgs #9-15) for dues/publications, building/equipment maintenance, trees, travel/training, computer hardware/software, April Verizon charges, recruitment, street lighting supplies, books, advertising/promotions, legal notices, recreation equipment/supplies, office supplies, and grounds maintenance.
10. \$10,928.00 to Kapur & Associates Inc. (pg #16) for city hall/library/fire station permitting services.
11. \$5,716.72 to Mayer Repair LLC (pgs #16-17) for aerial ladder/pumper truck repair.
12. \$7,290.52 to Minnesota Life Insurance Co (pg #18) for group life insurance.
13. \$13,527.47 to Oak Creek Water & Sewer Utility (pg #19) for 1st quarter project inspection costs and water/sewer charges.
14. \$5,000.00 to Reserve Account (pg #22) for postage.
15. \$15,943.71 to R.A. Smith National (pg #23) for engineering/surveying services pertaining to floodplain remodeling, Drexel Town Square, and Woodman's.
16. \$13,000.00 to Spielbauer Fireworks Co, Inc. (pg #23) for 4th of July fireworks.
17. \$6,650.08 to WE Energies (pg #27) for street lighting.

Fiscal Impact: Total claims paid of \$370,197.23

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: 6/17/14

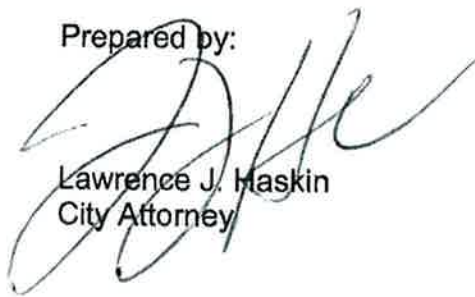
Item No.: 18

Recommendation: That the Common Council adopt Resolution No. 11508-061714, a Resolution Authorizing payment of bills, debts and obligations.

Background: The Common Council voted to only hold one meeting in the month of July, on July 1, 2014. This leaves five weeks before the August 4, 2014 meeting and would put some of our bills past due if not paid. Per State Statute 62.12(6), "unless otherwise provided by law, City funds should be paid out only by authority of the Council." The attached resolution will allow the Finance Department to create a vendor summary report and cut and release checks as if there were still a meeting on July 15, 2014. At the August 4th meeting we will provide you with the vendor summary report from July 15th as well as a vendor summary report for August 4th.

Fiscal Impact: There is no further fiscal impact other than potentially saving on interest charges or late fees.

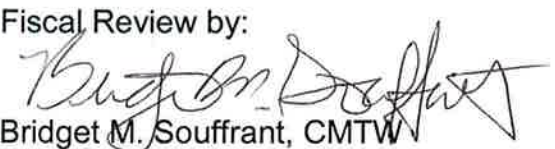
Prepared by:


Lawrence J. Maskin
City Attorney

Respectfully submitted,


Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11508-061714

RESOLUTION AUTHORIZING PAYMENT OF BILLS, DEBTS AND OBLIGATIONS

WHEREAS, the Common Council has decided to cancel the Common Council meeting that had been scheduled for July 15, 2014; and,

WHEREAS, Wis Stats §62.12(6) provides that “unless otherwise provided by law, City funds should be paid out only by authority of the Council”; and,

WHEREAS, City bills, debts and obligations may become delinquent because of the cancellation of the July 15, 2014 Common Council Meeting; and,

WHEREAS, Common Council desires to ensure that all bills, debts and obligations of the City are paid in a timely manner.

NOW THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the payment of City bills, debts and obligations that become due during the month of July, 2014 to be paid in accordance with state and local law prior to the approval of the vendor summary report for the August 4, 2014 Common Council meeting.

BE IT FURTHER RESOLVED that any bills, debts and obligations that are paid pursuant to this Resolution after the July 1st vendor summary report has been approved but prior to approval of the vendor summary report by the Common Council for the August 4th meeting be included in the vendor summary report for the August 4, 2014 Common Council meeting.

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

Passed and adopted this ____ day of _____, 2014.

President, Common Council

Approved this ____ day of _____, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: June 17, 2014

Item No.: 19

Recommendation: That the Common Council approve the purchase of a washer/extractor from Haiges Machinery, Inc. in the amount of \$6,200.

Background: In 2012, the Fire Department was awarded a Federal Fire Act Grant to purchase Self Contained Breathing Apparatus (SCBA) and associated equipment. The SCBA equipment was purchased at a reduced cost, less than originally quoted for grant submission- thus leaving us with a remaining balance. We have applied for, and have been granted, a modification of the original scope of work to cover the purchase of a washer/extractor.

The Oak Creek Fire Department has never owned a compliant washer/extractor. The company the fire department currently uses to clean Personal Protective Equipment (PPE) in accordance with NFPA 1851 (standards for PPE cleaning and inspection) covers a large metropolitan geographical area and turn-around time for washing is dependent the amount of business that precedes our delivery. And since the PPE washing company is used by a variety of municipal fire departments, it is not uncommon for a firefighter to wait a week or more to have their gear returned to them.

The department has received three bids as shown below. Great Lakes Laundry is the low bidder but the Maytag washer has not been proven and is new to the industry, therefore we are requesting the bid be awarded to Haiges Machinery.

Great Lakes Laundry	\$4,812
Haiges Machinery	\$6,200
Washburn Machinery	\$7,890

Fiscal Impact: The total cost is \$6,200 of which the Oak Creek Fire Department will receive \$4,960. The department is responsible for \$1,249 to cover the 20% match. This money will come from the Fire Department's Minor Equipment Account #460.

Prepared by:



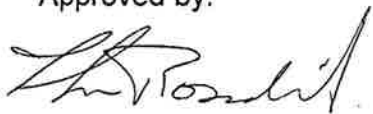
Joseph Pulvermacher
Battalion Chief of Training

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Thomas Rosandich
Fire Chief

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

HAIGES

MACHINERY, INC.

Corporate Office: 11314 East Main Street • Huntley, IL 60142

No 10430 PURCHASE CONTRACT

Huntley, IL Pewaukee, WI Indianapolis, IN
 800-542-2828 800-236-1144 800-382-4253
 847-669-1919 fax 262-528-4190 fax 317-298-4282 fax
 262-691-1307

CUSTOMER ORDER NO. _____ DATE May 9th 2014
 GL CODE _____ SALESPERSON John K.
 SHIP TO _____

Sold To Oak Creek Fire Department
7000 South 6th Street
Oak Creek, WI 53154
(414) 590-5630 CONTACT Tom Johnson

Email: tjohnson@oakcreekwi.org
 Fax: 414-590-5631

DELIVERY REQUESTED	TERMS	SHIP VIA	F.O.B.	
	<u>Net Invoice</u>	<u>Best Way</u>		
QUANTITY	MODEL	DESCRIPTION	UNIT PRICE	AMOUNT
1	EM040A1102 1110	<u>Continental Gearbox 40 lb. Hand Mount Washer/ Extractor With Programmable (Logi-Pro) Microprocessors. Inverter Drive. Aqua Fall Water Saving Technology. Heavy Duty Steel Frame. Chemical Injection Comp. 1 partible. 304 Stainless Steel Inner & Outer Drums. Meets NFPA Regulations. 4 Extract Spools. 3" Drain 208-240/60/1 29.5"W x 40"D x 52.2" H Gravity Drain</u>	\$5300.00	\$5300.00
1	BEM040-6	<u>6 inch Steel Base</u>	\$325.00	\$325.00
		Incoming Factory Freight		
1		<u>Set Hoses</u>	\$25.00	\$25.00
		Less Trade In		

INSTALLATION RESPONSIBILITY

ITEM	BUYER	SELLER	ITEM	BUYER	SELLER
Rigging	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Venting	<input type="checkbox"/>	<input type="checkbox"/>
Anchor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vacuum	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Compr. Air	<input type="checkbox"/>	<input type="checkbox"/>
Drain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Steam & Return	<input type="checkbox"/>	<input type="checkbox"/>
Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Special Contract Provisions: Haiges To Pick Up Washer & Base. Deliver To Customer. Set Best & Grout Washer. Hookup To Utilities & Connections Provided By Customer Within 4 Ft.

Total of Order	\$5650.00
Sales Tax	
Delivery	<u>W/Install</u>
Install:	\$550.00
Sales Tax WI	<u>Exempt</u>
Total Cash Price	\$6200.00
Deposit CK #	
Unpaid Balance	\$6200.00
Financed By	
On Delivery: Certified <input type="checkbox"/>	

Payment Terms Subject to Credit Approval
 Purchaser represents that purchaser has READ and ACCEPTS without qualification, all of the terms and conditions of sale including those listed on the REVERSE SIDE and that all representations, written and oral made by the Seller are incorporated herein.

APPROVED AND ACCEPTED BY:
 HAIGES MACHINERY, INC.

Date _____

By: _____ By: _____

PURCHASE CONTRACT

WASHBURN MACHINERY, INC. (hereinafter Seller)

175 Gaylord Street, Elk Grove Village, IL 60007 Phone: (847) 364-9274 Fax: (847) 364-8105

DATE: 5/6/14

PURCHASER'S NAME: Oak Creek Fire Department (Station 3)

CONTACT: Tom Jonson

STREET & NO: 7000 S. 6th St

CITY: Oak Creek

PHONE/FAX: 414-349-4565

STATE: WI

ZIP: 53154

PURCHASER HEREBY AGREES TO PURCHASE, AND SELLER HEREBY AGREES TO SELL, UNDER TERMS AND CONDITIONS HEREIN SET FORTH

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	UNIMAC UWN045K2L Washer Extractor, 45lb. Capacity, M30 Control with 30 Programmable Formulas, 5 Speeds; Automatic Liquid Supply Injection, Temperature Controlled Fill, Large 7.21 Cubic Foot Basket; 100 G-Max Extract; Electrical Service 208-240/60/1-3PH	\$6,990
	Washburn to deliver machine. Machine will be connected to existing utilities. Utilities must be within 4 ft of washer with proper capacities. Drain trough in floor must be provided.	\$900
	Total Due	\$7,890.00

** All Prices Quoted Are Cash Prices – Payment By Cash Or Check Only

Delivery Requested: _____ Purchaser's Initials _____ Ship Via: Washburn Machinery Inc.

In the event due to Purchaser's conduct, delivery is made more than thirty (30) days from the delivery date requested (above), at Seller's option, Seller may invoice for balance due and storage fees.

WASHBURN MACHINERY is not responsible for unknown/unseen utilities located under concrete, in walls & ceilings

Seller's right, title and interest in this Contract and the property may be assigned without notice. Purchaser agrees that any defense, counterclaim or setoff that Purchaser may have against Seller will be asserted against Seller only and not against any assignee. Both parties hereby waive the right to a jury trial in any action or proceeding arising out of this Contract.

Terms: Net due at invoice

Until paid in full, property will be kept only at: Oak Creek Fire Department 7000 S. 6th St Oak Creek WI 53154

This Contract is subject to the terms and conditions printed on page 1, 2, and 3 hereof, all of which have been read by the undersigned and is hereby assented to, and constitutes the entire Contract between the parties. No representative of Seller or assignee has power to alter this Contract in any respect. Purchaser hereby acknowledges receipt of a copy of this Contract.

By signing individually, the following principal of Purchaser individually guarantees performance and payment under this Purchase Agreement. Acceptance of this guarantee is waived.

WASHBURN MACHINERY, INC.

Purchaser or an Officer and Principal of Purchaser

Signature

Rick Brown 262-363-4982

Salesman

City of Oak Creek Common Council Report

Meeting Date: June 17, 2014

Item No.: 20

Recommendation: That the Common Council adopts Resolution No. 11504-061714, a resolution authorizing the sale of the former water utility Well No. 4 property at 9750 S. 20th Street to Triwire 2, LLC in the amount of \$15,000.00. (6th Aldermanic District)

Background: The Black Bear Bottling Company (Triwire 2, LLC) is expanding their operations on 20th Street. As a result of their proposed expansion, which requires additional parking, they along with the Community Development Department identified the need to acquire the Utility property. This property contained a well pumping station which was used since the early 1960's. The use of the well was transferred from production to emergency in the 1970s after the lake water supply was established. In 2012, the Utility determined that the well provided no value as an emergency well due to its water quality and the businesses that had developed in the area that required a consistent source of high quality water. At that time the well was filled, abandoned, and equipment removed. Only the well house structure remains on the property, which the Utility has used for storage.

The agreed price is \$15,000.00 with Black Bear demolishing the building and abandoning the 12" water main that serves the property. The Utility would have the gas and electric services removed. An appraisal was conducted and indicated a value of the property at \$32,000. However this appraisal looked only at the value of industrial property area. The appraisal concluded that average industrial land is worth \$113,000/acre and therefore this 0.3074 acre parcel would be worth \$35,000 less building demolition costs of \$3,000 or \$32,000. This method while providing a good starting point for purchase price negotiation does not account for the unusual shape of the property or the fact that it is not itself buildable and therefore not marketable, except to the adjacent property owners. In addition, the demolition costs will be significantly greater than \$3,000 because the 12" water service to the property will have to be abandoned at the water main, which will cost more than \$3,000.

The Assistant City Attorney has reviewed and approved the offer to purchase and the Water and Sewer Utility Commission approved the sales price and offer to purchase.

Fiscal Impact: None. The agreed upon price for the property is \$15,000. Part of the proceeds of the sale will cover cost of electric and gas utility abandonments. The balance of the proceeds will added to the Water Utility's capital program.

Prepared by:



Michael J. Sullivan
General Manager

Respectfully submitted,

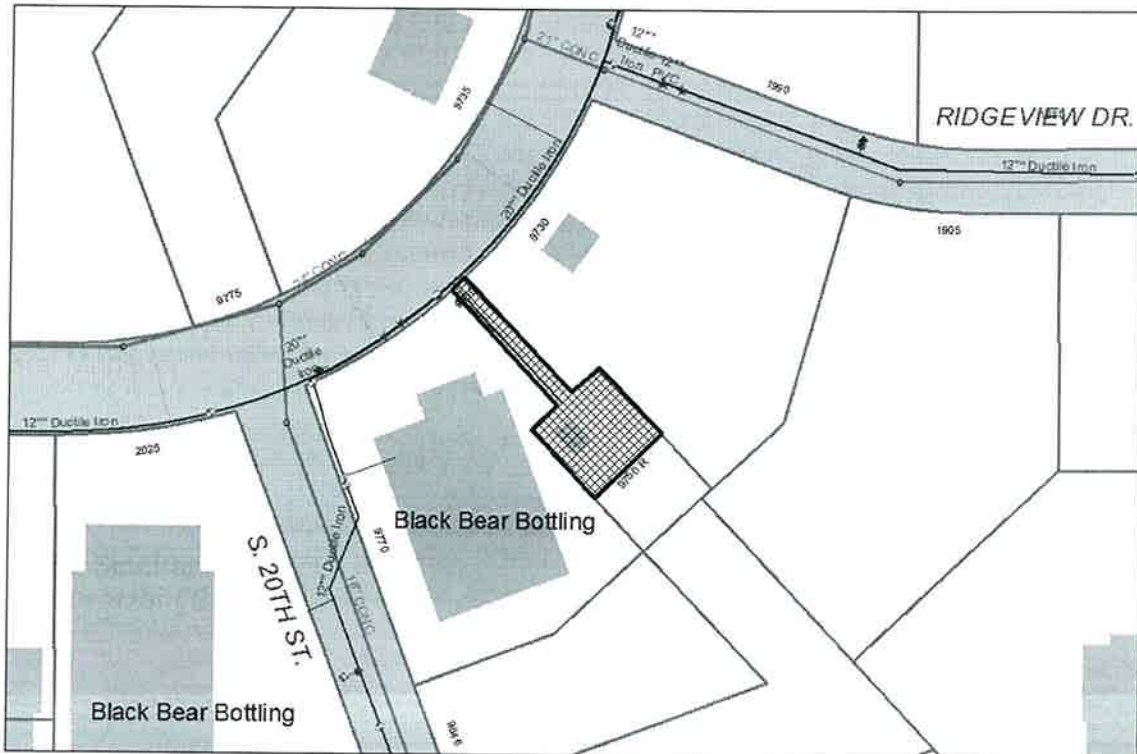


Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller



RESOLUTION NO. 11504-061714

BY: _____

**RESOLUTION AUTHORIZING THE SALE OF THE WELL NO. 4 PROPERTY
AT 9075 S. 20TH STREET TO TRIWIRE 2, LLC IN THE AMOUNT OF \$15,000.00.**

(6TH ALDERMANIC DISTRICT)

WHEREAS, The Black Bear Bottling Company is expanding in Oak Creek; and

WHEREAS, The building expansion requires additional parking that can be accommodated on the adjacent property used as the Water and Sewer Utility's Well No. 4 at 9075 S. 20th Street (Tax Key No. 903-9002-001); and

WHEREAS, The Water and Sewer Utility ceased operation of the well in 2012 and has since only used the building for storage; and

WHEREAS, the Black Bear Bottling Company has agreed to demolish the existing building and abandon the existing 12" water service; and

WHEREAS, the Water and Sewer Utility has agreed to cause the electric and gas services to be abandoned; and

WHEREAS, both the Black Bear Bottling Company and the Water and Sewer Utility have agreed on a sale price of 15,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the property at 9075 S. 20th Street (Tax Key No. 903-9002-001) be sold to Triwire 2, LLC (Black Bear Bottling Company) for the sum of \$15,000.00.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of June, 2014.

President, Common Council

Passed and adopted this 17th day of June 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: June 17, 2014

Item No.: 21

Recommendation: That the Common Council adopts Resolution No. 11506-061714 accepting temporary limited easements for the Drexel Town Square project. (Project No. 13051) (1st Aldermanic District)

Background: Acquisition of the temporary limited easements (TLE) is necessary for the reconstruction of private driveways and parking lots related to the Drexel Avenue improvements. The work will be constructed by One West Drexel LLC's contractor as part of the Drexel Town Square development. The TLEs will terminate upon the earlier of construction work completion or December 31, 2015.

This acquisition addresses three of several TLE that will be needed for the development.

Owner	Property Address	Tax Key No.	Acquisition Type	Amount
Paluszynski Family Trust U/I/D 10/29/92	410 W. Drexel Avenue	782-9014	TLE	\$0
Diane Lemanczyk	400 W. Drexel Avenue	782-9017	TLE	\$0
Diane Lemanczyk	330 W. Drexel Avenue	782-9018	TLE	\$0

Fiscal Impact: There are no costs associated with the TLE acquisitions.

Approved by:



Michael C. Simmons, P.E.
City Engineer

Respectfully submitted:



Gerald R. Peterson, ICMA-CM
City Administrator

RESOLUTION NO. 11506-061714

BY: _____

RESOLUTION ACCEPTING TEMPORARY LIMITED EASEMENTS FOR THE DREXEL TOWN SQUARE PROJECT

(PROJECT NO. 13051)

(1st ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek decided that public necessity demands the reconstruction of medians, turn lanes and intersections along W. Drexel Avenue related to the Drexel Town Square development; and

WHEREAS, the reconstruction work will include modifications to existing private driveways and parking lots along the north side of W. Drexel Avenue; and

WHEREAS, the reconstruction work will be performed by One West Drexel LLC's contractor in conjunction with the Drexel Town Square construction project; and

WHEREAS, the temporary limited easements will allow access to private property to perform the necessary work on the private driveways and parking lots; and,

WHEREAS, One West Drexel LLC has signed the documents as a co-grantee of the temporary limited easements; and

WHEREAS, the property owners listed below have signed the documents agreeing to grant the temporary limited easements to the City,

Owner	Property Address	Tax Key No.	Acquisition Type	Amount
Paluszynski Family Trust U/I/D 10/29/92	410 W. Drexel Avenue	782-9014	TLE	\$0
Diane Lemanczyk	400 W. Drexel Avenue	782-9017	TLE	\$0
Diane Lemanczyk	330 W. Drexel Avenue	782-9018	TLE	\$0

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached temporary limited easements are hereby accepted 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 17th day of June, 2014.

Passed and adopted this 17th day of June, 2014.

President, Common Council

Approved this 17th day of June, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Document Number	Temporary Limited Easement	
	Document Title	
PROJECT NO.:	13051	
RESOLUTION NO.:		
ADDRESS NO.:	410 W. Drexel Avenue	Recording Area
GRANTOR:	Paluszynski Family Trust U/I/D 10/29/92	Michael Simmons Engineering Department 8640 S. Howell Avenue Oak Creek, WI 53154
M/A:	410 W. Drexel Avenue Oak Creek, WI 53154	Name and Return Address

Tax Key No. 782-9014
Parcel Identification Number (PIN)

TEMPORARY LIMITED EASEMENT

THIS INDENTURE is made this 6th day of June, 2014, by and between, Paluszynski Family Trust U/I/D 10/29/92 (hereinafter referred to as "Grantor"), and the City of Oak Creek, a Wisconsin municipal corporation, and One West Drexel, LLC (hereinafter collectively referred to as "Grantee");

Grantor does hereby grant to the Grantee a temporary limited easement for the temporary right of ingress and egress, and to operate the necessary equipment thereon for public construction purposes; including the right to match and blend to existing private pavement in the reconstruction of the existing driveway approach, and to blend and refine finished grades from adjacent public construction work to the reasonable satisfaction of Grantor; and to restore or newly establish lawn cover across the real property of Grantor in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A" (the "Property").

In the exercise of its rights under this temporary limited easement, Grantee agrees to exercise all reasonable efforts to minimize any interference with Grantor's business operations.

Grantee agrees to indemnify and defend Grantor from the claims of any third party for bodily injury or property damage caused by Grantee or its employees, agents, or contractors that arise out of Grantee's rights of access to the Property. Grantee agrees to maintain commercial general liability insurance with aggregate limits of not less than \$1,000,000, and to require any of its agents performing work on the property to carry commercial general liability insurance with aggregate limits of not less than \$1,000,000.

This temporary limited easement shall terminate at the earliest of on December 31, 2015 or at the completion of the construction work.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that Grantor does hereby grant to Grantee a temporary limited easement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

GRANTOR: PALUSZYNSKI FAMILY TRUST U/I/D 10/29/92

By: Steve Paluszynski
Steve Paluszynski
for Paluszynski Family Trust U/I/D 10/29/92

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this 6th day of June, 2014, the above-named Steve Paluszynski, representative for Paluszynski Family Trust U/I/D 10/29/92, to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.

Peggy J. Dlapa
Notary Public, Milwaukee County, WI

My commission expires: 04-28-18



Notary Public, Milwaukee County, WI

Document Number	Temporary Limited Easement Document Title	Recording Area
PROJECT NO.: 13051 RESOLUTION NO.: ADDRESS NO.: 400 W. Drexel Avenue	GRANTOR: Diane Lemanczyk M/A: 400 W. Drexel Avenue Oak Creek, WI 53154	
		Michael Simmons Engineering Department 8640 S. Howell Avenue Oak Creek, WI 53154 Name and Return Address

Tax Key No. 782-9017
Parcel Identification Number (PIN)

TEMPORARY LIMITED EASEMENT

THIS INDENTURE is made this _____ day of _____, 2014, by and between, Diane Lemanczyk (hereinafter referred to as "Grantor"), and the City of Oak Creek, a Wisconsin municipal corporation, and One West Drexel, LLC (hereinafter collectively referred to as "Grantee");

Grantor does hereby grant to the Grantee a temporary limited easement for the temporary right of ingress and egress, and to operate the necessary equipment thereon for public construction purposes; including the right to match and blend to existing private pavement in the reconstruction of said private pavement and the related driveway approach, to install parking stall pavement markings, and to blend and refine finished yard grades from adjacent public construction work to the reasonable satisfaction of Grantor; and to restore or newly establish lawn cover across the real property of Grantor in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A"(the "Property").

In the exercise of its rights under this temporary limited easement, Grantee agrees to exercise all reasonable efforts to minimize any interference with Grantor's business operations.

Grantee agrees to indemnify and defend Grantor from the claims of any third party for bodily injury or property damage caused by Grantee or its employees, agents, or contractors that arise out of Grantee's rights of access to the Property. Grantee agrees to maintain commercial general liability insurance with aggregate limits of not less than \$1,000,000, and to require any of its agents performing work on the property to carry commercial general liability insurance with aggregate limits of not less than \$1,000,000.


This temporary limited easement shall terminate at the earliest of on December 31, 2015 or at the completion of the construction work.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

GRANTOR: DIANE LEMANCZYK

By: 
Diane Lemanczyk

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this 27th day of May, 2014, the above-named,  Diane Lemanczyk, to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.


Notary Public, Milwaukee County, WI

My commission expires: 1-29-17
Notary Public, Milwaukee County, WI

GRANTEE: ONE WEST DREXEL LLC


By: WISPARK LLC, President



JEROLD P. FRANKE, President

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this 10th day of June, 2014, JEROLD P. FRANKE, President of WISPARK LLC, the Manager of One West Drexel LLC, to me known to be the person who executed the foregoing instrument and to me known to be such President of said limited liability company, and acknowledging that he executed the foregoing instrument as such officer.

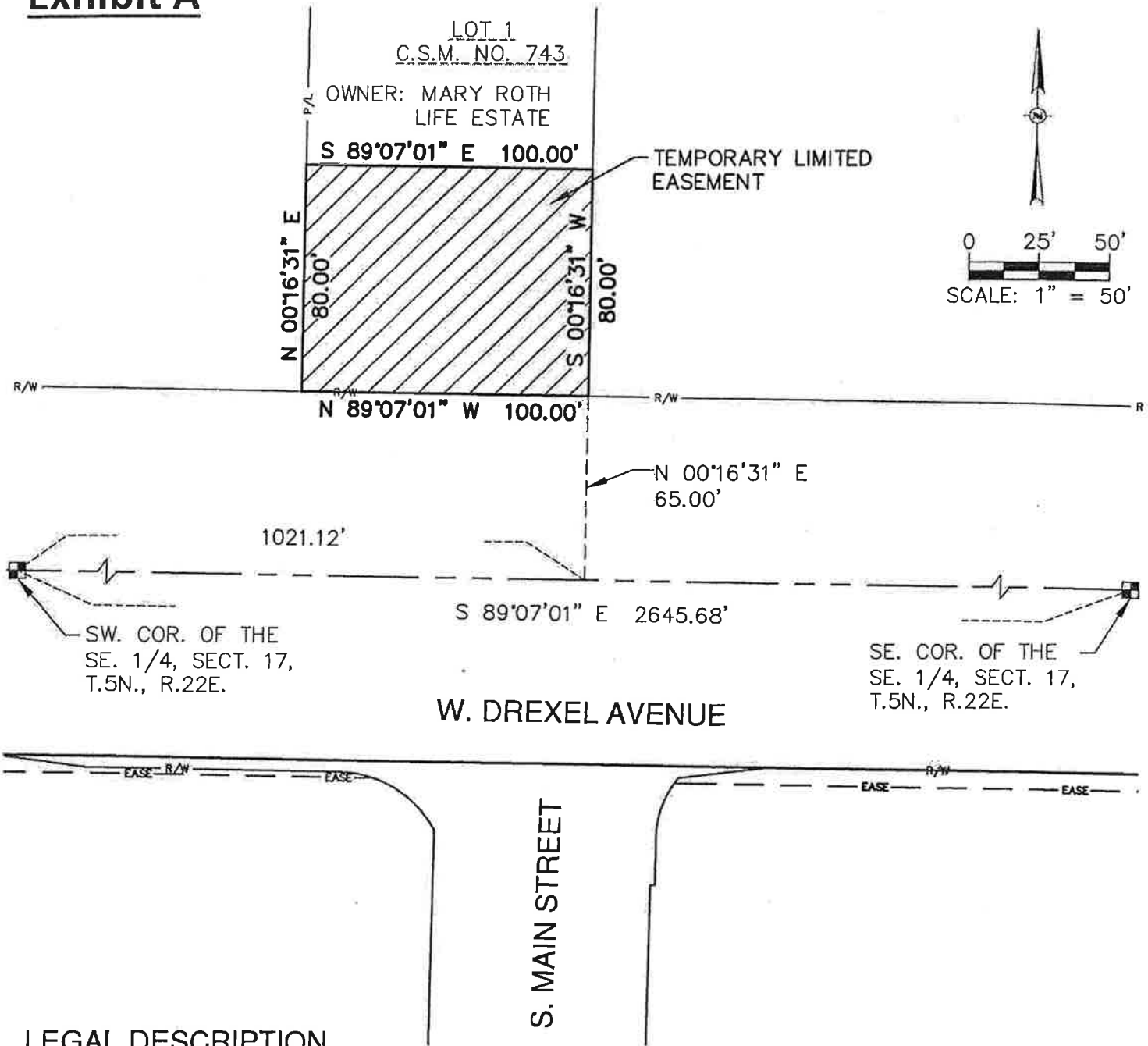


Notary Public, Milwaukee County, WI

My commission expires: 04-28-18



Exhibit A



LEGAL DESCRIPTION

That part of Lot 1 of Certified Survey Map No. 743 in the Southeast 1/4 of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows;

Commencing at the southwest corner of said Southeast 1/4, thence South 89°07'01" East, on and along the south line of said Southeast 1/4, 1021.12 feet; thence North 00°16'31" East, 65.00 feet to the point of beginning and the north right of way line of West Drexel Avenue; thence North 89°07'01" West, on and along said north right of way line, 100.00 feet; thence North 00°16'31" East, 80.00 feet; thence South 89°07'01" East, 100.00 feet; thence South 00°16'31" West, 80.00 feet to the point of beginning.

Containing 8,000 square feet (0.20 acres), more or less.

GRÄEF

PROJECT NUMBER: 20121500.05
DATE: 4/11/14
SCALE: 1"=50'
REFERENCE SHEET:

PROJECT TITLE: DREXEL TOWN SQUARE
SHEET TITLE: MARY ROTH LIFE ESTATE

1/1

Document Number	Temporary Limited Easement Document Title	Recording Area
PROJECT NO.: 13051 RESOLUTION NO.: ADDRESS NO.: 330 W. Drexel Avenue		
GRANTOR: Diane Lemanczyk M/A: 400 W. Drexel Avenue Oak Creek, WI 53154		Michael Simmons Engineering Department 8640 S. Howell Avenue Oak Creek, WI 53154 Name and Return Address

Tax Key No. 782-9018
Parcel Identification Number (PIN)

TEMPORARY LIMITED EASEMENT

THIS INDENTURE is made this _____ day of _____, 2014, by and between, Diane Lemanczyk (hereinafter referred to as "Grantor"), and the City of Oak Creek, a Wisconsin municipal corporation, and One West Drexel, LLC (hereinafter collectively referred to as "Grantee");

Grantor does hereby grant to the Grantee a temporary limited easement for the temporary right of ingress and egress, and to operate the necessary equipment thereon for public construction purposes; including the right to match and blend to existing private pavement in the reconstruction of said private pavement and the related driveway approach, to install parking stall pavement markings, and to blend and refine finished yard grades from adjacent public construction work to the reasonable satisfaction of Grantor; and to restore or newly establish lawn cover across the real property of Grantor in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A"(the "Property").

In the exercise of its rights under this temporary limited easement, Grantee agrees to exercise all reasonable efforts to minimize any interference with Grantor's business operations.

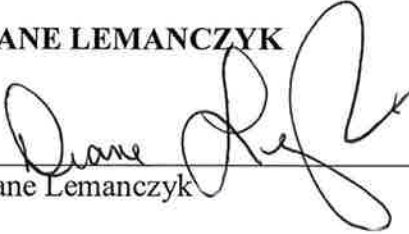
Grantee agrees to indemnify and defend Grantor from the claims of any third party for bodily injury or property damage caused by Grantee or its employees, agents, or contractors that arise out of Grantee's rights of access to the Property. Grantee agrees to maintain commercial general liability insurance with aggregate limits of not less than \$1,000,000, and to require any of its agents performing work on the property to carry commercial general liability insurance with aggregate limits of not less than \$1,000,000.

This temporary limited easement shall terminate at the earliest of on December 31, 2015 or at the completion of the construction work.

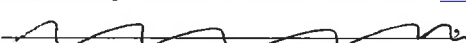
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

GRANTOR: DIANE LEMANCZYK

By:


Diane Lemanczyk

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this 27th day of May, 2014, the above-named,  Diane Lemanczyk, to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.


Notary Public, Milwaukee County, WI

My commission expires: 1-29-17
Notary Public, Milwaukee County, WI

GRANTEE: ONE WEST DREXEL LLC

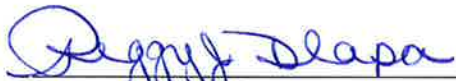
By: WISPARK LLC, President



JEROLD P. FRANKE, President

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this 10th day of June, 2014, JEROLD P. FRANKE, President of WISPARK LLC, the Manager of One West Drexel LLC, to me known to be the person who executed the foregoing instrument and to me known to be such President of said limited liability company, and acknowledging that he executed the foregoing instrument as such officer.

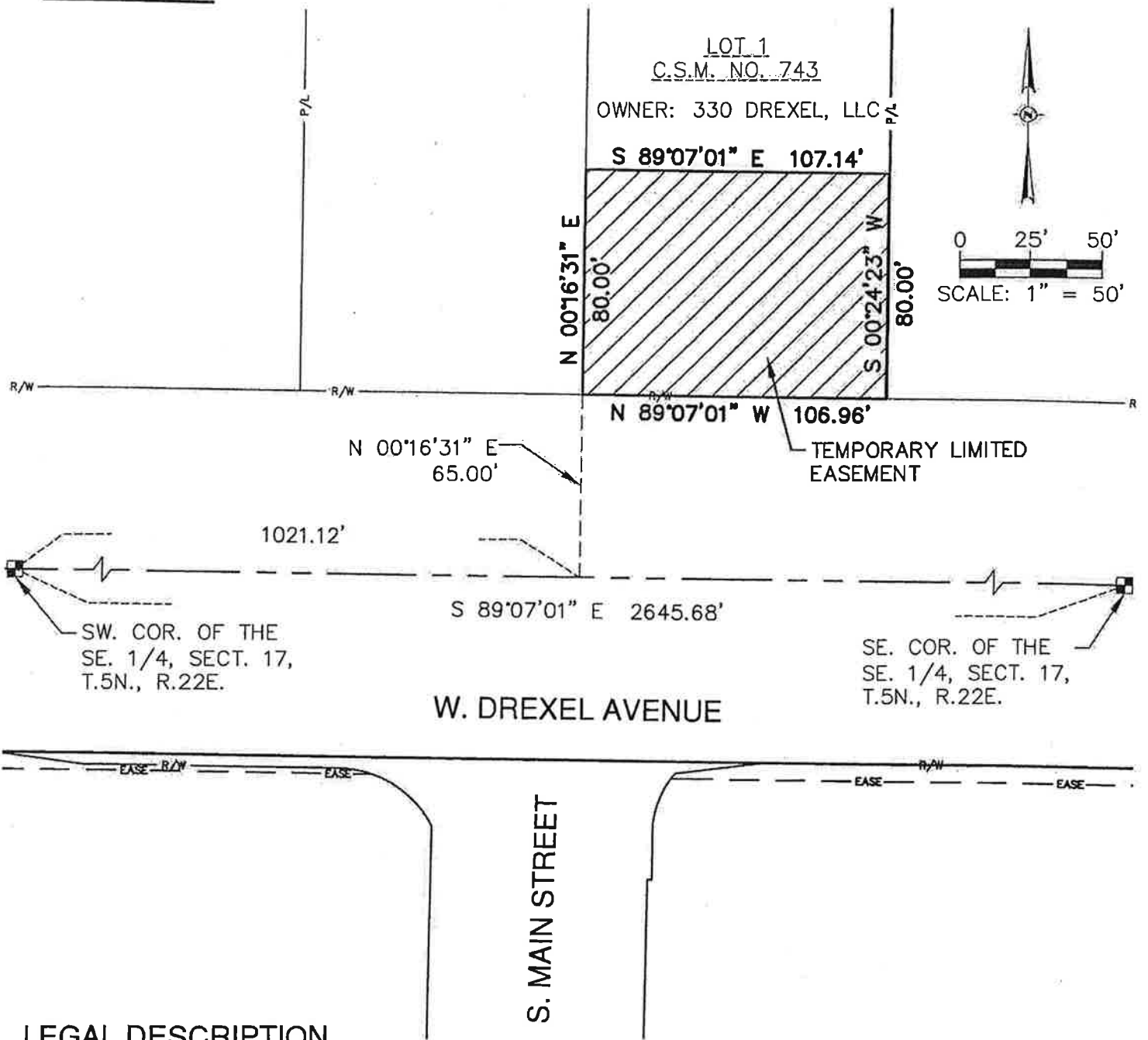


Notary Public, Milwaukee County, WI

My commission expires: 04-28-18



Exhibit A



LEGAL DESCRIPTION

That part of Lot 1 of Certified Survey Map No. 743 in the Southeast 1/4 of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows;

Commencing at the southwest corner of said Southeast 1/4, thence South 89°07'01" East, on and along the south line of said Southeast 1/4, 1021.12 feet; thence North 00°16'31" East, 65.00 feet to the point of beginning and the north right of way line of West Drexel Avenue; thence continuing North 00°16'31" East, 80.00 feet; thence South 89°07'01" East, 107.14 feet; thence South 00°24'23" West, 80.00 feet to said north right of way line; thence North 89°07'01" West, on and along said north right of way line, 106.96 feet to the point of beginning.

Containing 8,564 square feet (0.20 acres), more or less.

GRAEF

PROJECT NUMBER: 20121500.05
DATE: 4/11/14
SCALE: 1"=50'
REFERENCE SHEET:

PROJECT TITLE: DREXEL TOWN SQUARE
SHEET TITLE: 330 DREXEL, LLC

1/1

City of Oak Creek Common Council Report

Meeting Date: June 17, 2014

Item No.: 22

Recommendation: That the Common Council adopts Resolution No. 11507-061714, accepting the dedication of right-of-way along W. Oakwood Road (Project No. 13054) (5th Aldermanic District).

Background: Improvement to the intersection at W. Oakwood Road and S. Howell Avenue (STH 38) is required under the OakView Business Park project being developed by WisPark LLC (Developer). This is part of the Traffic Impact Analysis (TIA) completed by the Developer and approved by the Wisconsin Department of Transportation (WisDOT). The intersection improvements require additional right-of-way at the northwest corner of the intersection. The Developer has secured the additional right-of-way for the project from the property owner, CenterPoint Properties Trust, a Maryland real estate investment trust.

Fiscal Impact: The City assumes maintenance of the additional right-of-way along W. Oakwood Road.

Prepared by:


Brian L. Johnston, P.E.
Assistant City Engineer

Respectfully submitted:

Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:


Michael C. Simmons, P.E.
City Engineer

Fiscal review by:


Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11507-061714

BY: _____

**RESOLUTION DEDICATING THE ADDITIONAL RIGHT-OF-WAY
ALONG W. OAKWOOD ROAD**

(PROJECT NO. 13054)

(5TH ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek accepts the dedication of the additional right-of-way needed at the Northwest corner of W. Oakwood Road and S. Howell Avenue:

WHEREAS, the additional right-of-way was required for the intersection improvements based on the Traffic Impact Analysis completed for the OakView Business Park project); and

WHEREAS, the Developer, WisPark, LLC, has secured the required land needed for the OakView Business Park project, and

WHEREAS, the property owner, CenterPoint Properties Trust, a Maryland real estate investment trust, has approved and signed the quit claim deed for the additional right-of-way as described as;

Being a part of Lot 1 of Certified Survey Map No. 7522, recorded on December 23, 2004 at Milwaukee County Register's Office as Document No. 8921555, located in the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of said Southeast 1/4 section; thence South 89°44'40" West along the south line of said Southeast 1/4 section, 74.81 feet; thence North 00°15'20" West, 45.00 feet to the southeast corner of said Lot 1 and the point of beginning; thence South 89°44'40" West along the north line of West Oakwood Road, 32.64 feet; thence North 43°56' 10" East, 47.02 feet to the west line of South Howell Avenue (State Trunk Highway "38"); thence South 00°00'57" East along said west line, 33.71 feet to the point of beginning.

Containing in all 550 square feet (0.0126 acres) of lands, more or less.

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

BE IT FURTHER RESOLVED, the City Clerk is hereby authorized and directed to record the same in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of June, 2014.

Passed and adopted this 17th day of June, 2014

Approved this 17th day of June, 2014

President, Common Council

Mayor

ATTEST: _____
City Clerk

VOTE: Ayes _____ Noes _____

STATE BAR OF WISCONSIN
FORM 3-2003

QUIT CLAIM DEED

Document Number

THIS DEED, made between CenterPoint Properties Trust, a Maryland real estate investment trust ("Grantor," whether one or more),
and City of Oak Creek ("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Being a part of Lot 1 of Certified Survey Map No. 7522, recorded on December 23, 2004 at Milwaukee County Register's Office as Document No. 8921555, located in the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

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Containing in all 550 square feet (0.0126 acres) of lands, more or less.

Exempt from fee: s. 77.25(2r) Wis. Stats.

Exempt from filing transfer form: s. 77.255 Wis. Stats.

Dated April, 2014.

Recording Area

Name and Return Address

Lawrence J. Haskin, Esq.
City Attorney
City of Oak Creek
8640 South Howell Avenue
Oak Creek, Wisconsin 53154

Part of 924-9006-001

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

CENTERPOINT PROPERTIES TRUST

(SEAL) By: [Signature] (SEAL)

(SEAL) James M. Clewlow (SEAL)
Investment Officer

Brian M. Sheehan
Senior Vice President, Controller

AUTHENTICATION

Signature(s) _____
authenticated on _____

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
Will COUNTY)

Personally came before me on June 5, 2014,
the above named James Clewlow and Brian M. Sheehan
to me known to be the person(s) who executed the foregoing instrument on behalf of such limited liability company and acknowledge the same.

* Annette M Bishop
Notary Public, State of Wisconsin Illinois
My Commission (is permanent) (expires: 12/7/15)

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Lawrence J. Haskin, Esq.
City of Oak Creek

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

© 2003 STATE BAR OF WISCONSIN OFFICIAL SEAL

FORM NO. 3-2003

*Type name below signatures.

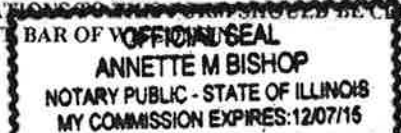


EXHIBIT "A"

Being a part of Lot 1 of Certified Survey Map No. 7522, recorded on December 23, 2004 at Milwaukee County Register's Office as Document No. 8921555, located in the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

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Containing in all 550 square feet (0.0126 acres) of lands, more or less.

LOT 1
CSM NO. 7522

N43°56'10"E
47.02'

550 SF
0.0126 AC

S00°00'57"E
33.71'

S89°44'40"W
32.64'

POB

N00°15'20"W
45.00'

SOUTH HOWELL AVE. (STH 38)

E. LINE SE 1/4 SEC 29-5-22
N00°00'57"W 2647.96' (TOTAL)

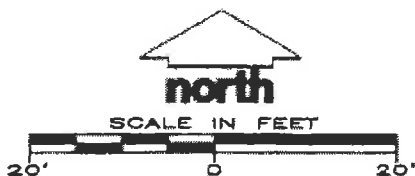
74.81'



SE CORNER OF
THE SE 1/4 OF
SEC. 29-5-22
CONC. MON. W/
BRASS CAP

S. LINE SE 1/4 SEC 29-5-22 S89°44'40"W 2619.93' (TOTAL)

WEST OAKWOOD ROAD



BOUNDARY DESCRIPTION:

Being a part of Lot 1 of Certified Survey Map No. 7522, recorded on December 23, 2004 at Milwaukee County Register's Office as Document No. 8921555, located in the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

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Containing in all 550 square feet (0.0126 acres) of lands, more or less.

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
MILWAUKEE REGIONAL OFFICE
N22 W22931 NANCY'S COURT SUITE 3
WAUKESHA, WISCONSIN 53186
262.513.0688 PHONE | 262.513.1232 FAX
www.jsdinc.com

PROJECT:
**OAKVIEW
BUSINESS PARK
CITY OF OAK CREEK, WI**

SHEET TITLE:
**PROPOSED PUBLIC
RW TAKING
EXHIBIT**

JSD PROJECT NUMBER:
08-3179
DRAWN BY: RWI CHECKED BY: RKW
DATE:
03-26-13

SHEET NUMBER:
EX-A

City of Oak Creek Common Council Report

Meeting Date: June 17, 2014

Item No.: 23

Recommendation: That the Common Council considers a motion to approve a contract amendment with Alfred Benesch & Company for an actual cost fee not-to-exceed \$12,051.99, for additional design services for bridges on S. Nicholson Road, W. Marquette Avenue and S. 6th Street (Project No. 13022) (1st & 3rd Aldermanic Districts).

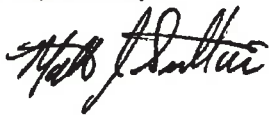
Background: Alfred Benesch has been working with Engineering staff on the design of the three bridges, which will be replaced over the course of the next few years. The Nicholson Road and Marquette Avenue bridges have been selected for the Wisconsin Department of Transportation (WisDOT) Local Bridge Improvement Program. At the Engineering Department's request WisDOT placed the Nicholson Road bridge on an accelerated schedule due to its partial deck failure this spring. The accelerated schedule requires that separate reports, coordination and final bidding documents (PS&E's) be completed for each bridge project. This amendment covers the actual cost associated with the additional tasks required and completed by Alfred Benesch to date.

This amendment covers the following:

- 1) Design Reports:
 - a. One additional Pavement Design Report (\$1,155.23)
 - b. One additional Programmatic Environmental Report (\$4,116.66)
- 2) Coordination & Meetings:
 - a. Inclusion of 30 percent plan submittal (\$1,365.66)
 - b. Milwaukee County Coordination during alternative analysis (Nicholson) (\$377.75)
 - c. Four additional plan review meetings (\$1,783.42)
- 3) PS&E Documents & Administration:
 - a. One additional PS&E submittal (\$2,917.49)
 - b. Additional administration (\$335.78)

Fiscal Impact: This design work will be paid through the Bridge Replacement CIP fund (Project No. 13022).

Prepared by:



Matthew J. Sullivan, P.E.
Design Engineer

Respectfully submitted,



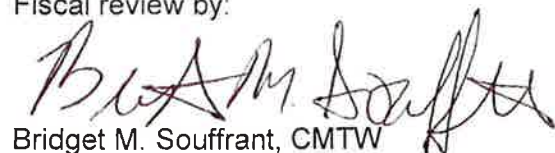
Gerald Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

City of Oak Creek Common Council Report

Meeting Date: June 17, 2014

Item No.: 24

Recommendation: That the Common Council considers a motion to reject the bids for the 2014 Annual Road Improvements project (Project Nos. 14019 & 14022).

Background: Authorized under Resolution No. 11463-031814, the Engineering Department developed the plans and specifications bid package for the 2014 Annual Road Improvements project.

There is approximately \$766,000 available for this year's road projects. Fifty thousand of that sum is to be transferred to the Street Department to provide additional funding for increased road patching necessitated by the unusually harsh winter. The remaining funding was to cover rehabilitation of two segments of deteriorated concrete roads (Country Drive and Shepard Avenue); and repair and asphalt surfacing of the unfinished roads in the Belmont, Willow Creek, Emerald Meadows and Kender Lane subdivisions.

This would be a unit-price contract. There were two bids received on May 30, 2014:

Bidder	Base Bid	Alternate Bid
Black Diamond	\$1,003,236.00	\$1,142,821.00
Payne & Dolan	\$1,012,277.75	\$1,012,106.45

The bids came in very high. Asphalt prices were the main driver in the high bids, but several other work items came in higher than our estimates as well.

In evaluating the high bids staff talked to other local governments and contractors. One community that bid out their work earlier in the spring received acceptable prices. Another that was in the early stages of preparing a paving project decided to not proceed after considering the likelihood of high prices. One paving contractor confirmed our conclusion that contractors are already very busy with plenty of work booked for this year.

It is staff's recommendation that the Common Council rejects the bids and considers combining this work with additional road segments, which would be budgeted in 2015, in a larger bid package to be advertised for 2015 construction. Based on our evaluation it is our belief that a larger contract advertised early in 2015 will yield lower unit prices.

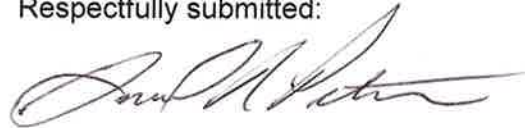
Fiscal Impact: Per Resolution No. 11463-031814 \$50,000 will be transferred to the Street Department. This would leave \$716,000 available to be combined with an estimated 2015 budget allocation of \$671,000 for a larger road improvement bid package in 2015.

Approved 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