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reports.



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

COMMON COUNCIL MEETING AGENDA

MONDAY, AUGUST 4, 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: 7/21/14

Recognition

4. **Council Proclamation:** Consider Council Proclamation No. 14-13, congratulations to Michael Paul Cristoforo for receiving the Eagle Scout Award (by Committee of the Whole).
5. **Mayoral Proclamation:** Children's Vision and Learning Month.

New Business

MAYOR & COMMON COUNCIL

6. **Informational:** Presentation of the 2014 city wide statistical assessment revaluation process by City Assessor, Martin Kuehn and Wisconsin Appraisal Manager, Mark Link of Tyler Technologies.
7. **Motion:** Consider a motion to approve the agreement between the City of Oak Creek and the Labor Association of Wisconsin, Inc. (by Committee of the Whole).
8. **Ordinance:** Consider Ordinance No. 2733, amending Ordinance 2700 adjusting the wages for employees represented by the Labor Association of Wisconsin (by Committee of the Whole).
9. **Ordinance:** Consider Ordinance No. 2731, repealing and recreating Section 2.02 of the Municipal Code regarding the official newspaper (by Committee of the Whole).
10. **Resolution:** Consider Resolution No. 11521-080414, approving an exchange of lands with Wispark, LLC (Hofmeister) (by Committee of the Whole).
11. **Resolution:** Consider Resolution No. 11517-080414, authorizing the services of Baker, Tilly, Virchow, Krause as the City's Auditing Firm for the fiscal years ending December 31, 2014 and December 31, 2015 (by Committee of the Whole).

12. **Resolution:** Consider Resolution No. 11518-080414, authorizing banking services with Tri City National Bank for the final three (3) year renewal option under the current banking services contract to be effective November 15, 2014 through November 15, 2017 (by Committee of the Whole).
13. **Ordinance:** Consider Ordinance No. 2732, repealing and recreating Section 2.75 of the Oak Creek Municipal Code regarding the Landscape and Beautification Committee (by Committee of the Whole).
14. **Motion:** Consider a motion to concur with the Mayor's appointments as follows:

Landscape and Beautification Committee – 2 year term to expire 5/2016
Tim Tehan, 7260 S. Clement Ave.
Sharon Tehan, 7260 S. Clement Ave.
15. **Motion:** Consider a motion to concur with the Celebrations Commission and designate Sunday, October 26, 2014, from 4:00 p.m. to 6:00 p.m. as the official City of Oak Creek "Trick or Treat" (by Committee of the Whole).
16. **Motion:** Consider a motion to approve the 2014 Vendor Summary Report in the amount of \$703,775.74 (by Committee of the Whole).

POLICE

17. **Motion:** Consider a motion to approve the proposed annual Agreement for School Resource Officer Services for the 2014-15 school year (by Committee of the Whole).

ENGINEERING

18. **Motion:** Consider a motion to enter into agreements with the Wisconsin Department of Transportation (WisDOT) for design oversight and construction funding for the proposed improvements to the W. Marquette Avenue and S. Nicholson Road bridges (Project No. 13022) (1st and 3rd Districts).
19. **Resolution:** Consider Resolution No. 11516-080414, authorizing the request of a waiver from the requirements of Trans 75 for pedestrian accommodations on the S. Nicholson Rd. bridge over the Oak Creek (Project No. 13022) (3rd District).
20. **Motion:** Consider a motion to enter into a contract with R.A. Smith National, Inc., for hydraulic modeling analysis and wetland delineation for the S. Nicholson Road culvert replacement (Project No. 14017) (5th District) and updating the N7A Tributary and Weatherly Drive floodplain modeling (Project No. 12023) (2nd District) for a not-to-exceed contract total of \$23,184.
21. **Motion:** Consider a motion to award the 2014 Sidewalk Improvements contract to the lowest responsive, responsible bidder Snorek Construction, at an estimated cost of \$184,575 (Project No. 13023) (Various Districts).
22. **Motion:** Consider a motion to award the W. Weatherly Drive reconstruction project with the concrete pavement alternate contract to the lowest responsive, responsible bidder, BCF Construction Corp. at an estimated cost of \$1,025,842.10 (Project No. 14034) (2nd District).

23. **Motion:** Consider a *motion* to *reject* the bids for the 2014 Willow Creek paving project (Project No. 14022).
24. **Resolution:** Consider *Resolution* No. 11519-080414, accepting a temporary limited easement at 200 W. Drexel Ave. for the Drexel Town Square project (Clapper) (Tax Key No. 782-9040) (Project No. 13051) (1st District).
25. **Resolution:** Consider *Resolution* No. 11520-080414, accepting a permanent cross access easement at 200 W. Drexel Ave. (Clapper) (Tax Key No. 782-9040) (1st District).
26. **Resolution:** Consider *Resolution* No. 11524-080414, a resolution authorizing the rehabilitation of the remaining portion of the Puetz frontage road under the Oak Creek Water & Sewer Utility's Rowan Estates water main project (4th District).
27. **Resolution:** Consider *Resolution* No. 11523-080414, a resolution vacating a sanitary sewer easement at OakView Business Park (Tax Key No. 974-1003) (5th District).
28. **Resolution:** Consider *Resolution* No. 11525-080414, a resolution vacating a sanitary sewer easement at OakView Business Park (Tax Key No. 974-1003) (5th District).
29. **Resolution:** Consider *Resolution* No. 11526-080414, a resolution vacating a sanitary sewer easement at OakView Business Park (Tax Key No. 974-1003) (5th District).
30. **Resolution:** Consider *Resolution* No. 11527-080414, a resolution vacating a sanitary sewer easement at OakView Business Park (Tax Key No. 974-1003) (5th District).
31. **Resolution:** Consider *Resolution* No. 11528-080414, a resolution vacating a sanitary sewer easement at OakView Business Park (Tax Key No. 974-1003) (5th District).
32. **Resolution:** Consider *Resolution* No. 11529-080414, a resolution vacating a sanitary sewer easement at OakView Business Park (Tax Key No. 974-1003) (5th District).
33. **Resolution:** Consider *Resolution* No. 11530-080414, a resolution vacating a sanitary sewer easement at OakView Business Park (Tax Key No. 974-1003) (5th District).
34. **Resolution:** Consider *Resolution* No. 11531-080414, a resolution vacating a sanitary sewer easement at OakView Business Park (Tax Key No. 974-1003) (5th District).

LICENSE COMMITTEE

The License Committee met on 7/15/14. Minutes are attached. Recommendations are being made as follows:

35. **Motion:** Consider a *motion* to grant an Operator's license to Cassandra I. Reilly, 1825 W. Luzerne Ct., Milwaukee (Big Mouth Frog).

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

36. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
- Brittany J. Suttner, 7902 W. Whitaker Ave., Greenfield (The Saloon)
 - Jaclyn N. Christian, 725 Appaloosa Trail, Caledonia (Speedway)
 - Samantha L. Schreier, 1925 W. Timber Ridge Ln., Oak Creek (Woodman's)
 - Leanne C. Crump, 1206 16th Ave., South Milwaukee
 - Susan C. Reindl, 4130 W. Woodward Dr., Franklin (Pick 'n Save)
 - Joseph C. Addison, 6021 Trail Ridge Ct., Greendale (Speedway)
 - Jessica J. Feldmeyer, 715 Manistique Ave., South Milwaukee (Target)
 - Wendy L. Hessel, 620 E. Bonita Dr., Oak Creek (Back to Lucy's)
 - Jason S. Wade, S63 W14783 College Ave., Muskego (Buffalo Wild Wings)
37. **Motion:** Consider a *motion* to grant a Temporary Class B Beer and Wine license, with a waiver of fees, to the Oak Creek Lions Club, Inc. for the Oak Creek Lions Festival, 8/29/14 through 9/1/14 (*department approvals received*).
38. **Motion:** Consider a *motion* to grant a secondhand article dealer license to Laura Moss, Agent, ecoATM, Inc. ecoATM will have a kiosk inside of Woodman's Food Market, 8151 S. Howell Ave., to purchase used electronic devices (*department approvals received*).
39. **Motion:** Consider a *motion* to grant a Class A Combination license to Ralph Malicki, Agent, RAB Supermarkets, LLC dba Piggly Wiggly Supermarket #342, 2201 E. Rawson Ave. (*with issuance subject to Sanitarian and Inspection Department approvals*).

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

COUNCIL PROCLAMATION NO. 14-13
CONGRATULATIONS TO
MICHAEL PAUL CRISTOFORO
FOR RECEIVING THE EAGLE SCOUT AWARD

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than four percent of all Scouts actually achieve this goal; and

WHEREAS, at a Court of Honor held at St. Stephen Catholic Church on Sunday, July 13, 2014 at 1:00 p.m., an Eagle Award was conferred upon Michael Paul Cristoforo; and

WHEREAS, as his Eagle project, Michael chose to design and construct a permanent stone patio ceremonial fire space to be used during the Easter holiday vigil at St. Stephen's Catholic Church; and

WHEREAS, Michael organized and coordinated the efforts of nearly 30 volunteers, including members of Boy Scout Troop 221, Venture Scout Crew 599, family and friends, putting in a total of over 93 man hours of work; thereby beautifying St. Stephen's Catholic Church for all to enjoy; and

WHEREAS, the Oak Creek Common Council wishes to recognize this noteworthy achievement of Michael Cristoforo.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby extend their congratulations to Eagle Scout Michael Cristoforo for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

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

Dated this 4th day of August, 2014.

Presented and adopted this 4th day of August, 2014.

Ald. Gehl, Common Council President

Mayor Steve Scaffidi

ATTEST:

City Clerk Catherine Roeske

VOTE: Ayes: _____ Noes: _____

MAYORAL PROCLAMATION
DECLARING AUGUST AS
CHILDREN'S VISION AND LEARNING MONTH

WHEREAS, as children across the State of Wisconsin prepare for the start of another school year, many of them will begin their studies with undiagnosed and untreated vision problems; and

WHEREAS, research shows that vision disorders are the number one handicapping condition of children. In fact, as many as one in four school age children have vision problems, according to the College of Optometrists in Vision Development; and

WHEREAS, all children deserve the opportunity to learn and to achieve their full potential; and

WHEREAS, for the above reasons, public awareness about learning-related vision problems is necessary to ensure that young people receive the prompt vision treatment they need to embrace their lives; and

THEREFORE BE IT RESOLVED that I, Stephen Scaffidi, Mayor of the City of Oak Creek, in accord with the Office of the Governor of the State of Wisconsin, and in recognition of the importance of good vision to learning, do hereby proclaim August 2014, Children's Vision and Learning Month, and I encourage parents, educators, school nurses and all concerned adults to recognize the critical role good vision plays in the learning process and to work together to help prevent or reduce the impact untreated vision problems can have on our children's ability to read and learn.

Dated this 4th day of August, 2014.

Stephen Scaffidi, Mayor

Catherine Roeske, City Clerk

City of Oak Creek Common Council Report

Meeting Date: 8/4/14

Item No.: 6

Informational: Presentation of the 2014 city wide statistical assessment revaluation process, by City Assessor, Martin Kuehn and Wisconsin Appraisal Manager, Mark Link of Tyler Technologies.

Background: Prior to 2014, the City has requested that a city wide assessment revaluation be completed by the City Assessor approximately every three to four years, for an additional fee. The previous city wide assessment revaluation was completed in 2011. Beginning in 2014, the Tyler Technology contract for full assessment services provides for a city wide statistical revaluation to be performed annually, to establish fair and equitable assessments of all properties, thus eliminating large fluctuations from market values year to year.

City Assessor, Martin Kuehn and Wisconsin Appraisal Manager, Mark Link, of Tyler Technologies have prepared a presentation on the 2014 city wide statistical assessment revaluation process. They are also here to answer any questions you have in an effort to assist you with questions you may receive from residents.

Fiscal Impact: Informational only. The statistical assessment revaluation is included as part of the Tyler Technology contract for full assessment services.

Prepared by:



Barbara Guckenberger, CMTW
City Treasurer

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

City of Oak Creek, Milwaukee County
2014 Notice of Changed Assessment

THIS IS NOT A TAX BILL

Under state law (Sec. 70.365, Wis. Stats.), your property assessment for the current year is listed below.

Property Owner	Parcel information
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<p>OAK CREEK PROPERTY OWNER</p> <p>1234 E OAK STREET OAK CREEK, WI 53154</p>	<p>Parcel: 766-5050-000</p> <p>Address: 1234 E OAK ST</p> <p>Legal Description: PT SW1/4 SEC 36 T6N R19E COM SE COR N 1462.3 FT S88°52'W 685.5 FT S1°53'W 65.8 FT S85°47'W 656.6 FT N89°34'W 665.7 FT S1339.3 FT E 2011.4 FT TO BGN 63 AC R1617/876 ALSO PT S(CONT)</p>
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General information	Contact information
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<p>Open Book: July 21, 2014, 9:00 a.m. – 11:00 a.m. <u>OR – TO CALL TO SCHEDULE AN APPOINTMENT</u> CALL 414.768.6506 BETWEEN 8:00 A.M. AND 3:30 P.M. JULY 16, 2014 THROUGH AUGUST 1, 2014</p> <p>Board of Review: August 27, 2014, 5:30 p.m.</p> <p>Meeting Location: City Hall – Council Chambers 8640 S. Howell Avenue</p>	<p>Assessor: Martin Kuehn-Tyler Technologies, Inc. (414) 768-6506 Email: assessor@oakcreekwi.org</p> <p>Municipal Clerk: Catherine Roeske (414) 768-6500</p>
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Assessment change				
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General Property				PFC/MFL
Year	Land	Improvement	Total	
2013	66600	125000	191600	
2014	65000	118500	183500	
Total assessment change			-8100	
Reason for change(s)				
05	REVALUATION			
Preliminary General Level of Assessment			100%	
<small>Note: If an Agricultural Land Conversion Charge Form PR-298 is enclosed, you must pay a conversion charge under state law (Sec. 74.485, Wis. Stats.).</small>				

Assessment Information

Wisconsin law requires that all taxable property (except agricultural, agricultural forest, and undeveloped) is assessed at full market value as of January 1, each year. Assessments at a percentage of full market value are acceptable when applied uniformly. To determine if your assessment is fair, you must analyze it in relation to full market value. This is done by dividing your assessment by the general level of assessment for your municipality.

To appeal your assessment

First discuss with your local assessor – minor errors and misunderstandings can often be corrected with the assessor instead of making a formal appeal.

To file a formal appeal – give notice of your intent to appeal by contacting the Board of Review (BOR) clerk at least 48 hours before the BOR begins. Complete and file your appeal form with the BOR clerk no later than the first two hours of the BOR's first meeting. Make sure you file a completed form or the BOR may not review your appeal.

For more information on the appeal process:

- Review enclosure, "Understanding the City of Oak Creek Revaluation and Your Assessment"
- Contact your municipal clerk above
- Review the "Property Assessment Appeal Guide for Wisconsin Property Owners"
 - Visit revenue.wi.gov and search keyword "Assessment Appeal"
 - Contact the Department of Revenue, Office of Technical and Assessment Services, Box 8971, Madison, WI 53708-8971 to request a copy of the guide

2014
**UNDERSTANDING THE CITY OF OAK CREEK REVALUATION
AND YOUR ASSESSMENT**

Answers to the most frequently asked questions

What is a revaluation?

A revaluation is a complete and thorough review of all assessments. During a revaluation all assessments are examined and adjustments are made where necessary to guarantee that each property is assessed at market value. This is done to assure that taxes are distributed equitably and uniformly. The last revaluation for the City of Oak Creek was conducted in 2011.

How will the revaluation impact my property taxes?

Revaluation redistributes the existing property tax burden so that all property owners pay their fair share based on the market value of their property. The total amount of taxes levied is completely independent of the overall assessment. Differences in the taxes paid by individual property owners will result from assessments that change more or less than the average. Please remember that the tax levy does not change as a result of the revaluation. Tax levies are established annually by the different taxing authorities (State, County, City, Oak Creek-Franklin Joint School District, MATC, and MMSD).

Can I determine what impact this revaluation will have on my property taxes?

The exact amount of your property tax bill will not be known until December and will be based upon the tax levy established by the City, as well as the other taxing districts (MMSD, Oak Creek-Franklin Joint School Districts, MATC, Milwaukee County and State).

How does the Assessor value property?

Wisconsin Law requires that property assessments be based on fair market value. Estimating the market value of your property is a matter of determining the price a typical buyer would pay for it in its present condition.

The Assessor maintains a massive database containing detailed information regarding each structure and parcel. It tracks the number of rooms, square footages, and many other pieces of information commonly available from building permits and from a street-side view. The Assessor also maintains a record of all property sales in the City. By using a detailed statistical computer model, the Assessor can identify properties similar to yours that have sold and use that sales data to estimate the fair market value of your property.

What is market value?

Market value is defined as the amount a typical, well-informed buyer would be willing to pay for a property. The seller and buyer must be unrelated, the seller must be willing, but not under pressure to sell, and the buyer must be willing, but not under any obligation to buy.

Can the assessment on my property be changed even if the Assessor has not been inside my property?

Yes. Existing data that is on file relating to the interior, as well as an exterior view, was used to establish the current assessment.

How can my assessment change when I haven't done anything to my property?

General economic conditions such as interest rates, inflation rates, and changes in the tax laws will influence the value of real estate. As property values change in the market place, those changes must be reflected on the assessment roll. Considering current market conditions since the last revaluation, it is possible that the value of your property has stayed the same or has a reduced market value.

Do all assessments change at the same rate?

There are differences between individual properties and between neighborhoods. In one area the sales may indicate a substantial increase in value in a given year. In another neighborhood there may be a smaller increase in value, no change in value, or even a decrease in property values.

How do I know if my assessment is correct?

You should first attempt to decide for yourself what your property is worth. This can be done by looking at area sales, contacting appraisers, and comparing assessments of similar homes.

Am I required to meet with the Assessor?

You are not required to meet with the Assessor before appealing to the Board of Review, although it is *highly recommended*. Minor errors and misunderstandings can often be corrected by meeting with the Assessor without initiating a formal appeal.

What should I expect if I meet with the Assessor to informally discuss my assessment?

You should ask questions that will help you understand the assessment process and how your assessment was determined. An informal discussion with the Assessor can often resolve a problem prior to a formal hearing before the Board of Review. Ask the Assessor to show you the records for your property and to explain how your assessment was determined. Ask any questions that will help you understand the assessment process.

What is the Board of Review?

The Board of Review is a quasi-judicial (court-like) body whose members are City of Oak Creek residents. Its function is to decide the validity of the facts presented before it relative to the value of a property. You or your representative must provide testimony to the Board as to your objection to your assessment and prove that your property is inequitably assessed when compared to the general level of assessment within the taxation district.

What evidence do I need to present to the Board of Review?

State law puts the burden of proof on the property owner to show that the assessment is incorrect. Keep in mind that your evidence must be strong enough to prove that the Assessor's value is incorrect. The Board will consider only relevant testimony given at the hearing.

The best evidence for this would be a recent sale or asking price for your property, sales or asking prices for properties similar to yours, or a recent appraisal of your property (1 year). The closer in proximity and similarity the characteristics of comparable sales are to the subject property, the better the evidence.

What happens after the Board of Review makes its decision?

The City Clerk will give you a notice of the Board's decision at the conclusion of your hearing. If you do not agree with the Board's determination, the notice will contain information on how you may appeal the Board's decision.

If you have further questions, please call 414-768-6506.

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 7

Recommendation: That the Common Council approve the agreement between the City of Oak Creek and the Labor Association of Wisconsin, Inc.


Background: The Labor Association of Wisconsin, Inc. was certified as a union to represent employees formerly represented by AFSCME. Under state collective bargaining laws, the only thing which this unit can bargain for are base wages. The Personnel Committee has met with LAW and come to a tentative agreement which the Association ratified on July 30, 2014. Attached is the agreement which adjusts base pay for members by 1.0%. Also attached is a document which shows the employees affected by this agreement. The Committee continues discussions about moving some of these employees within their pay range and also providing for some pay for performance. This agreement would become effective September 1, 2014 and expires August 31, 2015.

Fiscal Impact: The cost to the City for this 1.0% increase is calculated to be \$23,872. The Committee has recommended the Council consider increasing the hotel tax from 6% to 8% which is expected to generate an additional \$60,000 to the General Fund.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

Reviewed by:


Mary K. Casey
Human Resource Manager

AGREEMENT

BETWEEN

THE CITY OF OAK CREEK

AND

THE LABOR ASSOCIATION OF WISCONSIN, INC.

SEPTEMBER 1, 2014 – AUGUST 31, 2015

ARTICLE 1 – RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for the following employees of the City:

All regular full-time office and clerical employees, civil engineers, engineering technicians in the employ of the City, excluding all other employees, confidential employees, and supervisors as certified by the Wisconsin Employment Relations Commission on May 30, 1972; all regular full-time employees in the Street Department, excluding all other employees, confidential employees, and supervisors as set forth in Resolution No. 2707 adopted November 8, 1972, by the Common Council of the City; all regular full-time cleaning personnel, excluding supervisors; the parks maintenance technicians; and the fire secretary and police secretary.

ARTICLE II – BASE WAGES

Effective September 1, 2014, employees shall receive a base wage increase of 1.00%.

ARTICLE II – DURATION

This Agreement shall become effective September 1, 2014 and shall terminate at the close of business on the 31st day of August, 2015.

CITY OF OAK CREEK

THE LABOR ASSOCIATION
OF WISCONSIN, INC.

Chairman, Personnel Committee

By: _____

Personnel Committee Member

By: _____

Personnel Committee Member

City Administrator

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 8

Recommendation: That the Common Council approve Ordinance 2733 which amends Ordinance 2700 adjusting the wages for employees represented by the Labor Association of Wisconsin.

Background: The Council has approved an agreement between the City of Oak Creek and the Labor Association of Wisconsin adjusting base wages for represented employees by 1.0%. Attached is an ordinance which adjusts the pay ranges for these employees by 1.0% both at the entry wage level and the top of scale wage level.

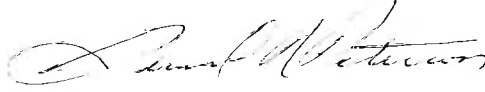
Fiscal Impact: The cost to the City for a 1.0% base wage increase to employees represented by LAW is \$23,872.

Fiscal Review by:



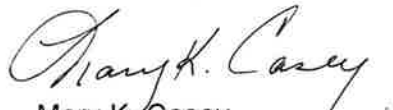
Bridget M. Souffrant, OMTW
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Reviewed by:



Mary K. Casey
Human Resource Manager

ORDINANCE No. 2733

BY: _____

AN ORDINANCE AMENDING SECTION 5 OF ORDINANCE 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

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

SECTION 5: GENERAL EMPLOYEES. The pay ranges and rates of pay of those positions under the control of the Common Council of the City of Oak Creek affecting general personnel shall be as follows. Those affected employees pursuant to this section shall receive the fringe benefits set forth in the current employee Personnel Manual. These employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

Civil Service Position Title	Starting Salary	Top Salary
Facility Maintenance Technician	\$35,348	\$58,331
Administrative Support Assistant Lead		\$53,215
Secretary, Administrative Support Assistant, Existing	\$35,348	\$48,165
Administrative Support Assistant, New (1/1/2014)	\$25,210	\$35,146
Account Clerk II, Police/Fire Secretary	\$35,348	\$50,976
Account Clerk III	\$37,108	\$53,520
Engineering Tech., GIS, CAD, Survey	\$42,419	\$58,293
Emergency Services Dispatcher	\$39,239	\$47,178
Police Clerk	\$37,859	\$46,064
Information Technology Technician	\$42,419	\$60,530
Equipment Operator, Park Maintenance Tech., Arborist	\$35,348	\$58,331
Senior Engineering Tech., GIS Coordinator	\$49,491	\$68,138
Laborer/Driver	\$35,348	\$58,331
Mechanic II, Fabricator/Welder	\$42,419	\$62,041
Chief Mechanic	\$45,953	\$65,255

SECTION 8: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 9: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of September 1, 2014, except where otherwise noted.

Introduced this _____ day of _____, 2014.

Passed and adopted this _____ day of _____, 2014.

President, Common Council

Approved this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

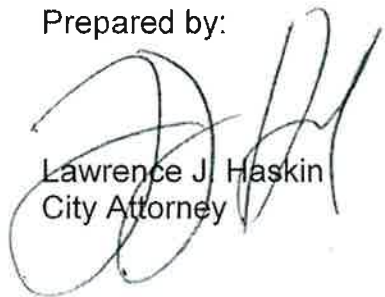
Meeting Date: 8/4/14

Recommendation: That the Common Council adopt Ordinance No. 2731, an Ordinance to Repeal and Recreate Section 2.02 of the Municipal Code regarding the official newspaper.

Background: In doing research on a publication issue recently, it was noticed that Section 2.02 of the Municipal Code has not been updated to reflect the fact that *Milwaukee Journal Sentinel-Oak Creek Now* is the official newspaper of the City of Oak Creek. This ordinance confirms the Common Council's action of May 20, 2014 in designating the *Milwaukee Journal Sentinel-Oak Creek Now* as the official newspaper.


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

ORDINANCE NO. 2731

BY: _____

AN ORDINANCE TO REPEAL AND RECREATE SECTION
2.02 OF THE MUNICIPAL CODE REGARDING THE OFFICIAL NEWSPAPER

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

SECTION 1: Section 2.02 of the Municipal Code is repealed and recreated to read as follows:

SEC. 2.02 OFFICIAL NEWSPAPER

The *Milwaukee Journal Sentinel-Oak Creek Now*, a newspaper published within the City of Oak Creek, is hereby designated as the official newspaper of the City of Oak Creek, Wisconsin, and all Ordinances, Notices and proceedings of the City required by law to be published shall be published therein.

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 force from and after its passage and publication.

Introduced this 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

President, Common Council

Approved this 4th day of August, 2014.

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: 8/4/14

Item No.: 10

Recommendation: That the Common Council approve Resolution No. 11521-080414, a Resolution approving Exchange of Lands with Wispark, LLC.

Background: On November 30, 1982, Frederick Hofmeister conveyed 7.8 acres of land to the City for what is now known as Mardeand Park. This conveyance was designed in part to thwart efforts by the Milwaukee Metropolitan Sewage District to create a sludge landfill on the land currently owned by Wispark and being developed as the Oakview Business Park ("OVBP"). As part of that conveyance, there was a strip of land consisting of 1,371 square feet or .0315 acres on the west side of Mardeand Park and a strip of land on the south side of Mardeand Park consisting of 1,800 square feet or .0413 acres that were conveyed by Hofmeister to the City (the "Strips of Land"). Those strips create a problem with respect to the development of the OVBP. In order to rectify this problem, there is a proposal that the City transfer the Strips of Land for a ribbon of land owned by Wispark consisting of 13,056 square feet or .2997 acres on the west side of Mardeand Park (the "Ribbon of Land") to expand the dimensions of Mardeand Park. Attached is a map depicting the proposed exchange, along with copies of the proposed deeds and Certified Survey Map No. 8608.

The development of the OVBP will include the construction of South Oakview Parkway and West Oakview Parkway which will provide public access to Mardeand Park. The park will now become fully accessible to the public and the dimensions of the park will be expanded. There exists a Deed Restriction as part of the Warranty Deed from Hofmeister to the City which provides that if the premises is not used for a park that the interest shall revert to a number of charities who were each assigned a percentage interest in the property. It is the opinion of the City Attorney that with this land exchange, the spirit of the conveyance by Hofmeister to the City remains intact and in fact the conveyance improves the park and the development of OVBP enhances the accessibility of the public to the park.

Fiscal Impact: Except for recording fees, there are no costs involved in this transaction.

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. 11521-080414

RESOLUTION APPROVING EXCHANGE OF LANDS WITH WISPARK, LLC
(Oakview Business Park)
(5th Aldermanic District)

WHEREAS, by virtue of a Warranty Deed dated November 30, 1982, Frederick J. Hofmeister conveyed approximately 7.8 acres of land to the City of Oak Creek for land that is commonly known as Mardeand Park; and,

WHEREAS, as part of the conveyance of Mardeand Park, Hofmeister conveyed a strip of land consisting of 1,371 square feet or .0315 acres on the west side of Mardeand Park and 1,800 square feet or .0413 acres on the south side of Mardeand Park (the "Strips of Land"); and,

WHEREAS, as part of the development of Oakview Business Park ("OVBP") Mardeand Park will remain a park and the park will become accessible to the public because a public street will now abut Mardeand Park and provide access for the public; and,

WHEREAS, the Strips of Land create an encroachment on lots that adjoin Mardeand Park, to-wit: Lot 2 and Lot 3 of Certified Survey Map No. 8608; and,

WHEREAS, the City has agreed to exchange the Strips of Land with Wispark for a strip of land consisting of 12,596 square feet or .2892 acres on the west side of Mardeand Park (the "Ribbon of Land") resulting in the park being approximately 22,500 square feet larger than currently configured.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Warranty Deed conveying the Strips of Land from the City to Wispark and the Warranty Deed conveying the Ribbon of Land from Wispark to the City be and the same are hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the deed and any documents related to this land transfer in behalf of the City of Oak Creek.

BE IT FURTHER RESOLVED that any amendments to the Warranty Deed as approved by the City Attorney are hereby authorized.

BE IT FURTHER RESOLVED that the City accepts the conveyance of the Ribbon of Land from Wispark.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

President, Common Council

Approved this 4th day of August, 2014.

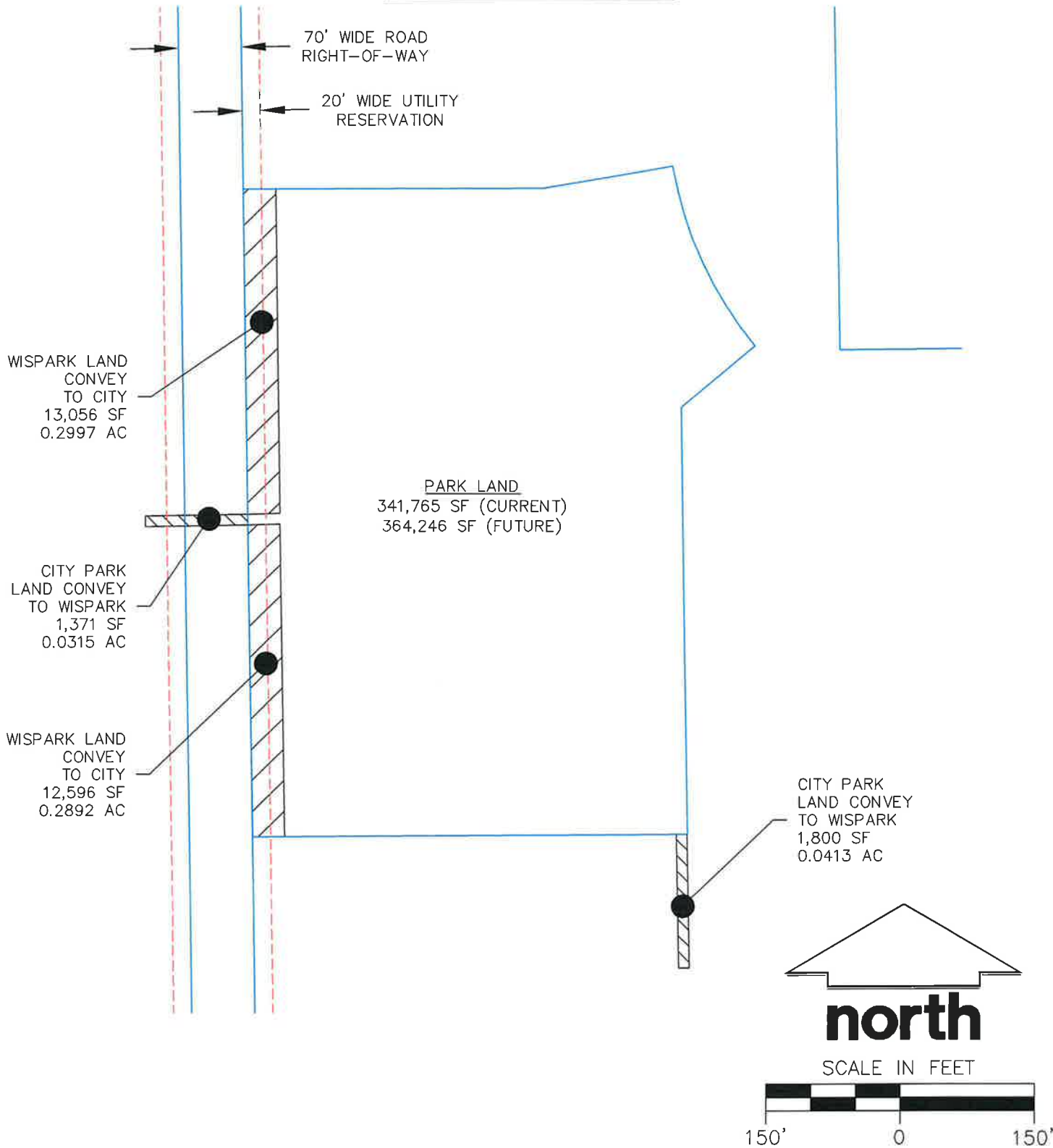
Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

EXHIBIT "C"



OAK VIEW BUSINESS PARK PUBLIC PARK LAND SWAP

STATE BAR OF WISCONSIN FORM 3-2003

QUIT CLAIM DEED

Document Number

THIS DEED, made between WISPARK LLC

(“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):

All of Grantor's right, title and interest in Outlot 1 of Certified Survey Map No. 8608, recorded as Document No. 10364225, being a redivision of all of Lots 1, 2 and 3 of Certified Survey Map No. 8154, vacated ABC Street and Glen Oaks Drive rights-of-way and additional lands, all located in the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4; Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4; and Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, State of Wisconsin.

Recording Area

Name and Return Address

Michael J. Dwyer, Esq.
Godfrey & Kahn
780 North Water St.
Milwaukee, WI 53202

Parts of 955-1001 and 974-1003; 955-9996-005
Parcel Identification Number (PIN)

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

This transfer is exempt from transfer tax pursuant to Wis. Stat. Section 77.25 (13).

Dated 2014

WISPARK LLC

(SEAL) By: (SEAL)

* Jerold P. Franke, President

(SEAL) (SEAL)

* (SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) of Jerold P. Franke

STATE OF WISCONSIN)

authenticated on

) ss.
COUNTY)

* Joseph E. Puchner

Personally came before me on 2014

the above named the

TITLE: MEMBER STATE BAR OF WISCONSIN

of WISPARK LLC, to me known to be the

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

person(s) who executed the foregoing instrument on behalf of such

limited liability company and acknowledge the same.

THIS INSTRUMENT DRAFTED BY:

* (SEAL)

Joseph E. Puchner, Esq.

Notary Public, State of Wisconsin

Quarles & Brady LLP

My Commission (is permanent) (expires:)

(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

FORM NO. 3-2003

*Type name below signatures.

STATE BAR OF WISCONSIN FORM 3-2003

QUIT CLAIM DEED

Document Number

THIS DEED, made between City of Oak Creek

(“Grantor,” whether one or more),

and WISPARK LLC

(“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):

All of Grantor's right, title and interest in Lot 2 and Lot 3 of Certified Survey Map No. 8608, recorded as Document No. 10364225, being a redivision of all of Lots 1, 2 and 3 of Certified Survey Map No. 8154, vacated ABC Street and Glen Oaks Drive rights-of-way and additional lands, all located in the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4; Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southeast 1/4; and Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, State of Wisconsin.

Recording Area
Name and Return Address
Joseph E. Puchner, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

Parts of 955-1001 and 974-1003
Parcel Identification Number (PIN)

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

This transfer is exempt from transfer tax pursuant to Wis. Stat. Section 77.25 (2).

Dated 2014

CITY OF OAK CREEK

(SEAL) By: (SEAL)

* Stephen A. Scaffidi, Mayor

(SEAL) (SEAL)

* Catherine A. Roeske, City Clerk

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)

STATE OF WISCONSIN)

authenticated on

MILWAUKEE COUNTY) ss.

* TITLE: MEMBER STATE BAR OF WISCONSIN

Personally came before me on 2014, the above named Stephen A. Scaffidi and Catherine A. Roeske, Mayor and City Clerk, respectively, of the City of Oak Creek to me known to be the person(s) who executed the foregoing instrument on behalf of such limited liability company and acknowledge the same.

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

THIS INSTRUMENT DRAFTED BY:

Michael J. Dwyer, Esq.

* Notary Public, State of Wisconsin
My Commission (is permanent) (expires:)

Godfrey & Kahn

(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

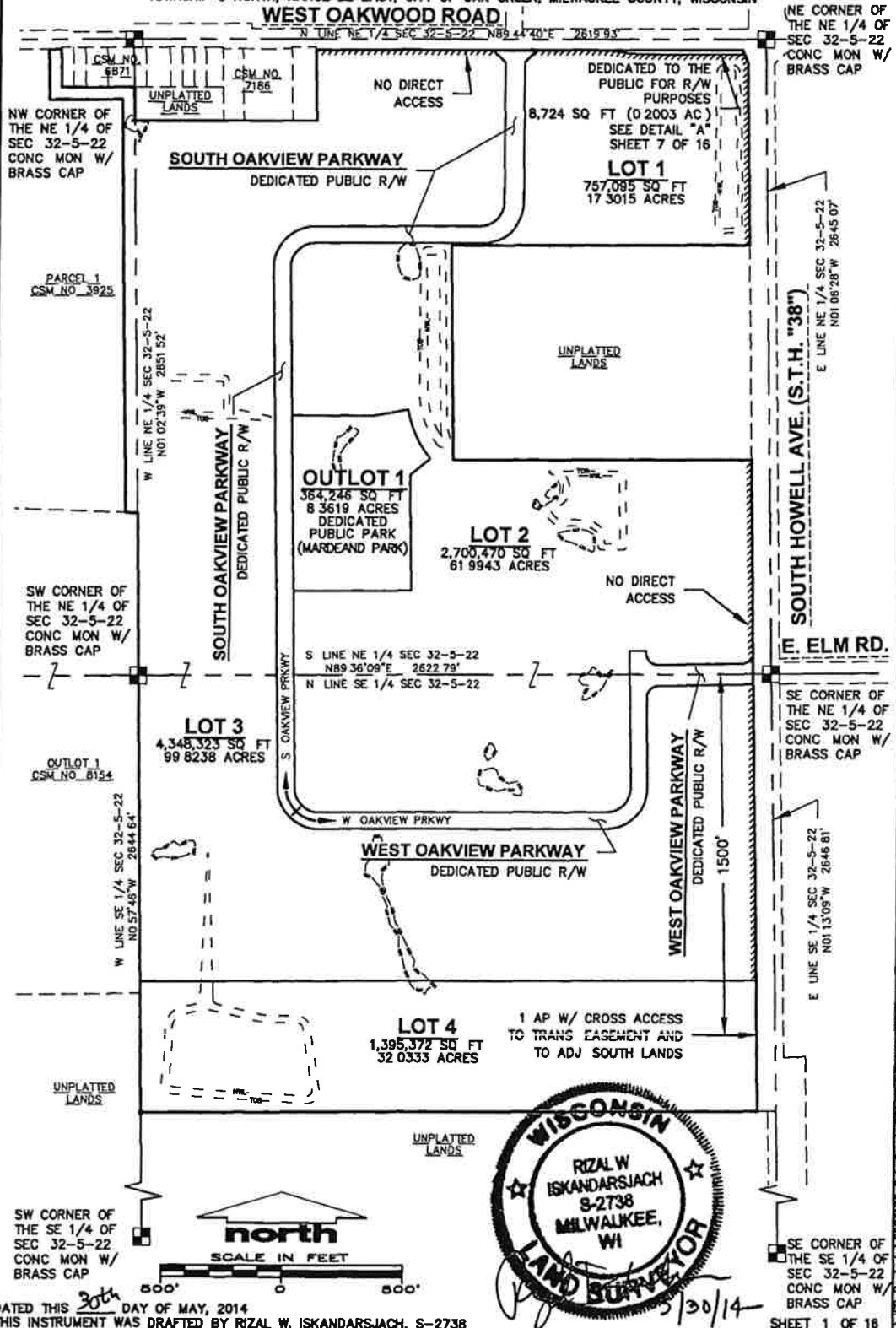
FORM NO. 3-2003

*Type name below signatures.

CERTIFIED SURVEY MAP No. 3608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

WEST OAKWOOD ROAD

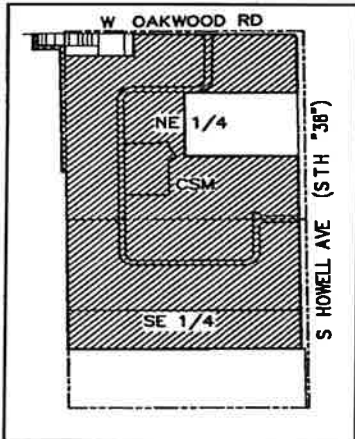


DATED THIS 30th DAY OF MAY, 2014
 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

SHEET 1 OF 16

CERTIFIED SURVEY MAP No. 8608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



VICINITY MAP
NE 1/4 SEC. 32-5-22
SE 1/4 SEC. 32-5-22
SCALE 1"=2000'

* PROPOSED POND LOCATIONS
BASED ON OAKVIEW BUSINESS PARK
CONSTRUCTION PLAN DATED
SEPTEMBER 19, 2013

LEGEND:

- 1" IRON PIPE FOUND & ACCEPTED
- 3/4" REBAR FOUND & ACCEPTED
- ⊕ CHISELED CROSS FOUND & ACCEPTED
- MAG ● MAG NAIL FOUND & ACCEPTED
- SET ○ 1"x18" IRON PIPE SET WT 113 LBS/LIN FT
- //// NO DIRECT VEHICULAR ACCESS
- WETLAND (SEE NOTE BELOW)
- NWL- PROPOSED POND* (NORMAL WATER LEVEL)
- TOB- PROPOSED POND* (TOP OF BERM)

PREPARED FOR:

WISPAK LLC
301 WEST WISCONSIN AVENUE
SUITE 400
MILWAUKEE, WI 53203
AND
CITY OF OAK CREEK
8640 S HOWELL AVE
OAK CREEK WI, 53154

PREPARED BY:

JSD Professional Services, Inc.
Milwaukee Regional Office
1021 WEST NANCY'S COURT SUITE 3
MILWAUKEE, WISCONSIN 53188
262.513.0888 PHONE | 262.513.1222 FAX

LINE TABLE		
LINE	BEARING	LENGTH
L1	N45°15'20"W	70.71'
L2	S44°44'40"W	70.71'

CURVE TABLE					
CURVE	ARC	RADIUS	CHORD BEARING	CHORD	CENTRAL ANGLE
C1	211.88'	135.00'	S44°42'26.5"W	190.80'	89°55'33"
C2	156.95'	100.00'	S44°42'26.5"W	141.33'	89°55'33"
C3	266.82'	170.00'	S44°42'26.5"W	240.26'	89°55'33"
C4	213.73'	135.00'	S44°18'53"W	192.10'	90°42'40"
C5	269.15'	170.00'	S44°18'53"W	241.91'	90°42'40"
C6	158.32'	100.00'	S44°18'53"W	142.30'	90°42'40"
C7	226.25'	437.02'	S24°52'05.5"E	223.73'	29°39'45"
C8	210.54'	135.00'	S45°43'08.5"E	189.84'	89°21'23"
C9	265.13'	170.00'	S45°43'08.5"E	239.06'	89°21'23"
C10	155.96'	100.00'	S45°43'08.5"E	140.62'	89°21'23"
C11	213.99'	135.00'	N44°11'30"E	192.28'	90°49'18"
C12	158.51'	100.00'	N44°11'30"E	142.43'	90°49'18"
C13	269.47'	170.00'	N44°11'30"E	242.13'	90°49'18"
C14	78.54'	50.00'	N43°46'51"E	70.71'	90°00'00"
C15	78.54'	50.00'	S46°13'09"E	70.71'	90°00'00"

NOTES.

CSM NO 8154 RECORDED ON JUNE 3, 2009 AT MILWAUKEE CO REGISTER'S OFFICE AS DOC 9747350
ABC STREET (PUBLIC R/W) VACATED PER CITY RESOLUTION NO 11464-031814 RECORDED ON May 19 2014 AT MILWAUKEE CO REGISTER'S OFFICE IN AS DOC 10360199 AND RECORDED 6/3/14 AS Doc. 10364121
GLEN OAKS DR (PUBLIC R/W) VACATED PER CITY RESOLUTION NO 11434-111913 RECORDED ON FEB. 28 2014 AT MILWAUKEE CO REGISTER'S OFFICE IN AS DOC 10339399
OUTLOT 1 OF THIS CSM TO BE DEDICATED PUBLIC PARK AS A REDIVIDED MARDEAND PARK
WETLAND LOCATIONS BASED ON WETLAND DELINEATION REPORT DATED DECEMBER 5, 2008 AS PREPARED BY NATURAL RESOURCES CONSULTING, INC., WITH SUPPLEMENT REPORT BY WETLAND & WATERWAY CONSULTING, LLC DATED DECEMBER 23, 2012 AND WETLAND FILL PERMIT LETTERS ISSUED BY WDNR AND USACOE DATED OCTOBER 30, 2013 AND JUNE 14, 2013, RESPECTIVELY
THIS PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), PER FEMA MAP PANEL NUMBER 55079C0231E, EFFECTIVE DATE SEPTEMBER 26, 2008
BEARING BASIS
ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, WAS USED AS NORTH 01°06'28" WEST
PROJECT CONVERSION FACTOR GRID/0 99994301 = GROUND
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD
ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT
ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND
DATED THIS 30th DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

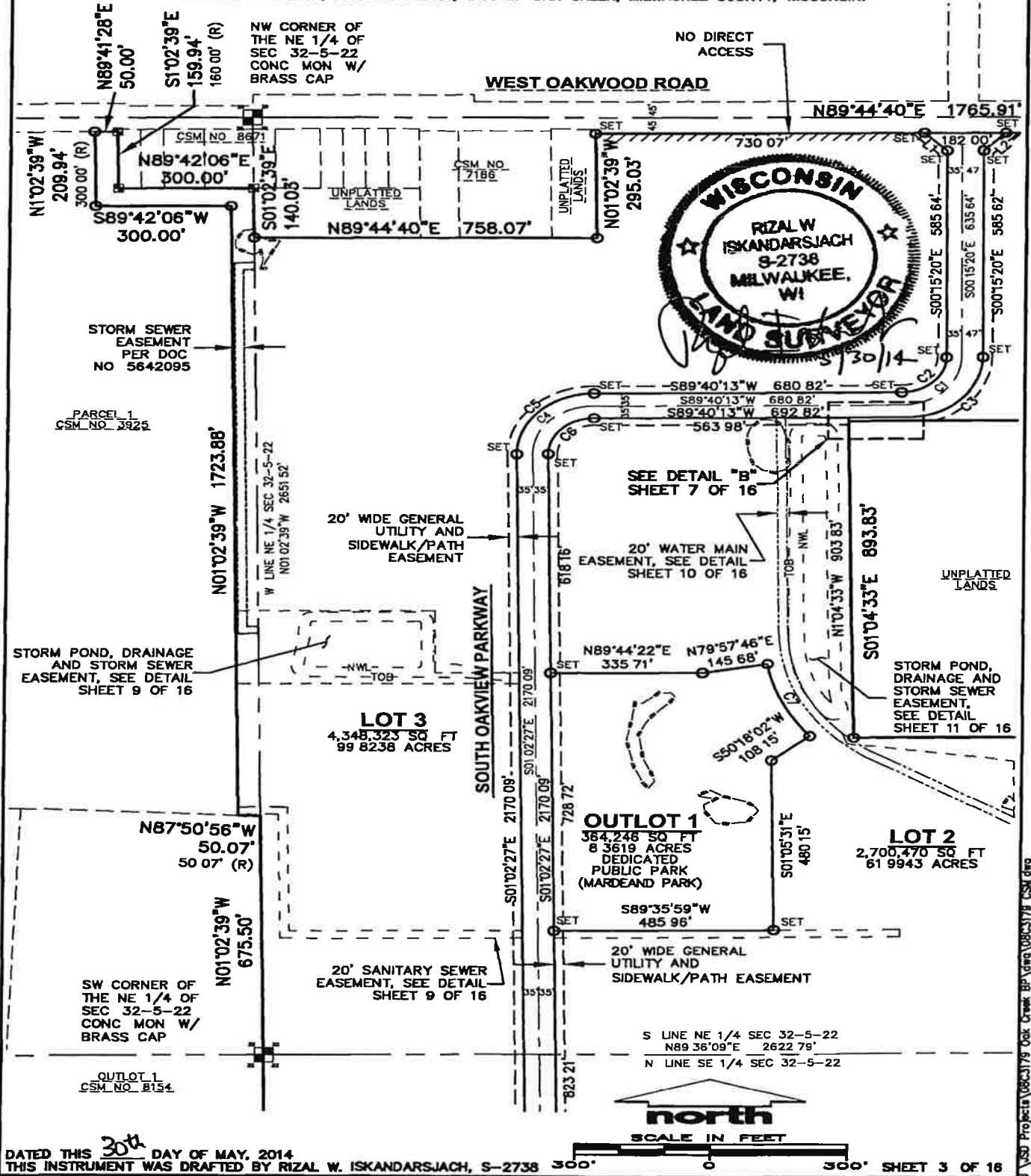
DOC.# 10364225

Reel: 839/
RECORDED 06/03/2014 11:45AM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #:



CERTIFIED SURVEY MAP No. 8608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

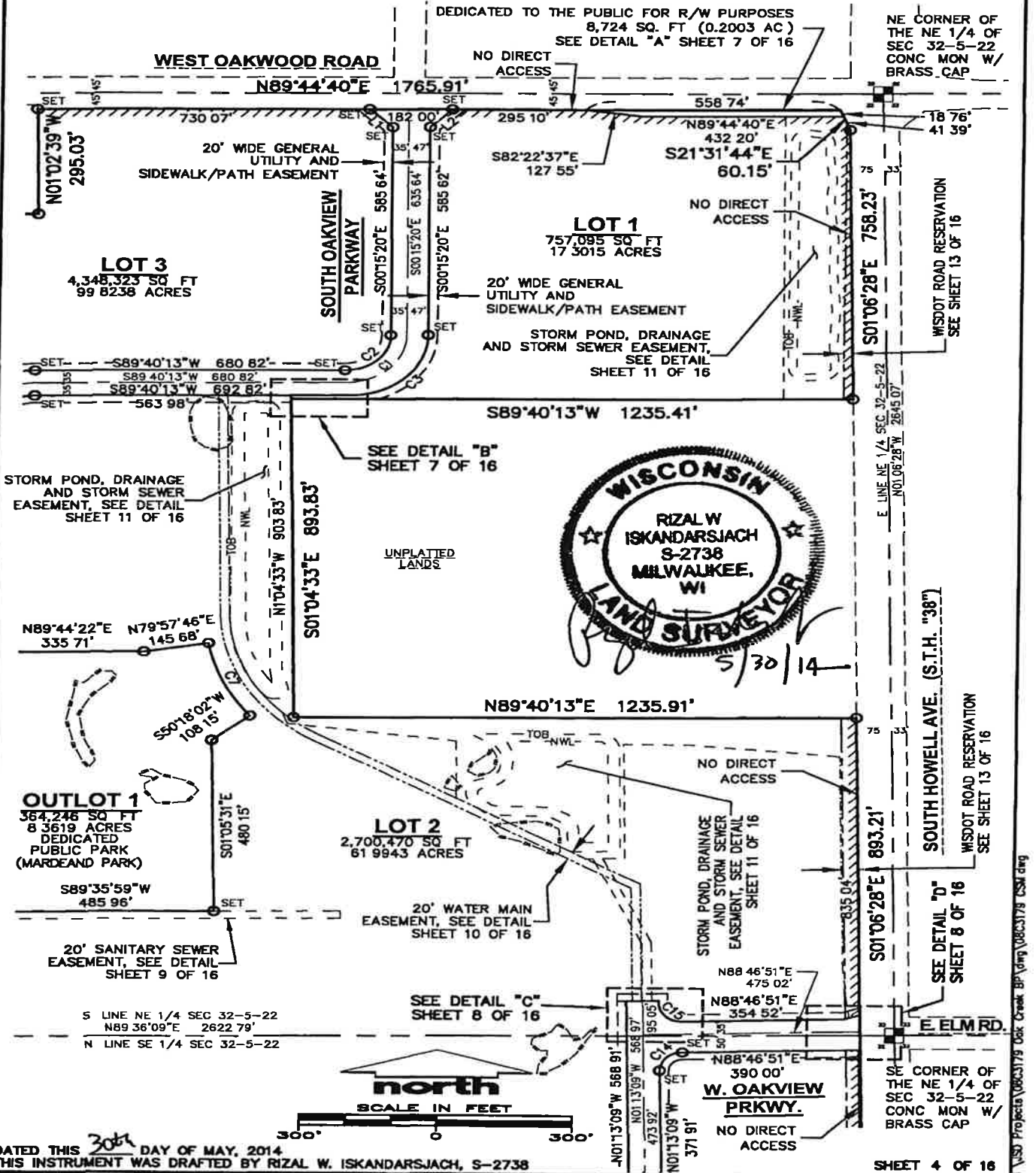


DATED THIS 30th DAY OF MAY, 2014
 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738 300' 0 300' SHEET 3 OF 16

J:\SD Projects\0803179 Oak Creek BR\Draw\0803179 CSM.dwg

CERTIFIED SURVEY MAP No. 8608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



DATED THIS 30th DAY OF MAY, 2014
 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

CERTIFIED SURVEY MAP No. 8608

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SW CORNER OF THE NE 1/4 OF SEC 32-5-22 CONC MON W/ BRASS CAP

OUTLOT 1
CSM NO. 8154

S LINE NE 1/4 SEC 32-5-22
N89°36'09"E 2622.79'
N LINE SE 1/4 SEC 32-5-22

LOT 2
2,700,470 SQ FT
61.9943 ACRES

STORM POND, DRAINAGE AND STORM SEWER EASEMENT, SEE DETAIL SHEET 12 OF 16

SOUTH OAKVIEW PARKWAY

20' WIDE GENERAL UTILITY AND SIDEWALK/PATH EASEMENT

WEST OAKVIEW PARKWAY

N89°36'09"E 1194.11'
N89°36'09"E 1194.11'

20' WIDE GENERAL UTILITY AND SIDEWALK/PATH EASEMENT

LOT 3
4,348,323 SQ FT
99.8238 ACRES

31' WISCONSIN ELECTRIC POWER CO EASEMENT PER DOC NO 3227177

N00°57'46"W 1818.13'

W LINE SE 1/4 SEC 32-5-22
N057°46'W 2644.84'

100' WIDE ADDITIONAL RIGHTS GRANTED PER DOC NO 3227177

STORM POND, DRAINAGE AND STORM SEWER EASEMENT, SEE DETAIL SHEET 12 OF 16

LOT 4
1,395,372 SQ FT
32.0333 ACRES

UNPLATTED LANDS

UNPLATTED LANDS

S89°38'04"W 2555.93'

SW CORNER OF THE SE 1/4 OF SEC 32-5-22 CONC MON W/ BRASS CAP

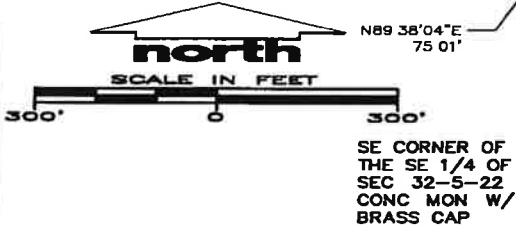
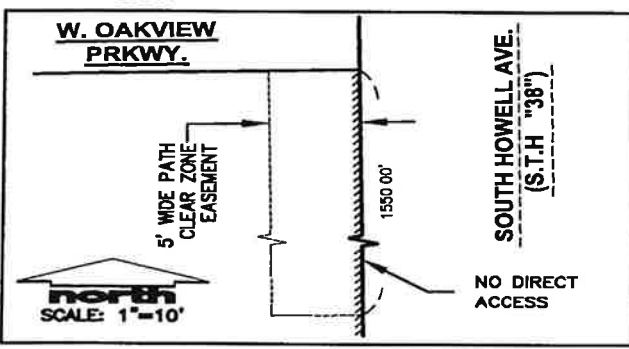
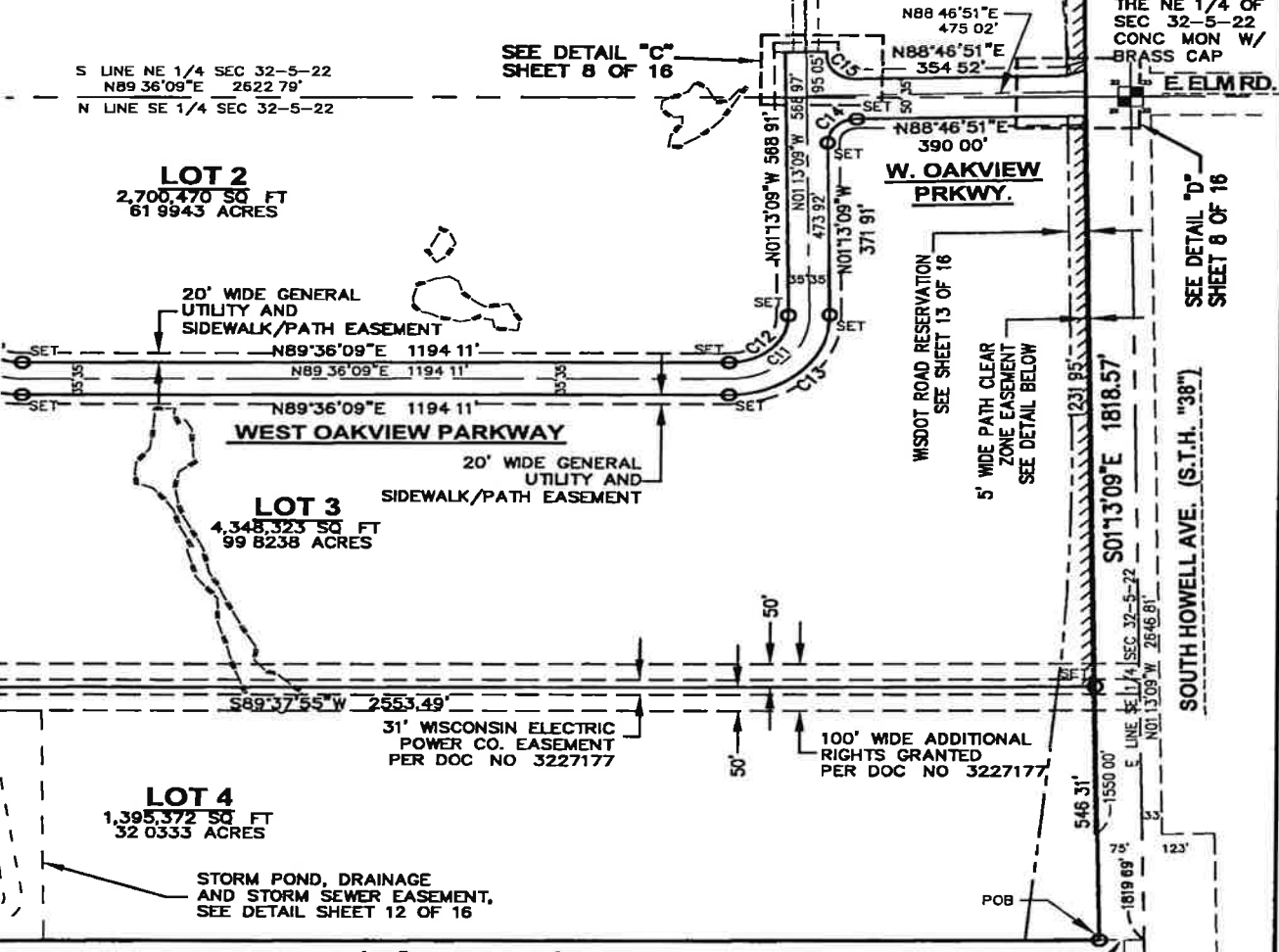


DATED THIS 30th DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

SHEET 5 OF 18

CERTIFIED SURVEY MAP No. 8608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



- 5' WIDE PATH CLEAR ZONE EASEMENT.**
- 1 THE RIGHT FOR THE CITY, COUNTY OR STATE TO ERECT SIGNS FOR THE TRAIL AND OTHER WORK REQUIRED TO MAINTAIN THE PATH AND ITS CLEAR ZONES
 - 2 A PROHIBITION AGAINST PLANTING TREES, SHRUBS OR INSTALLING ANY OTHER IMPROVEMENTS IN THE EASEMENT TO MAINTAIN THE REQUIRED CLEAR ZONE FOR OBSTRUCTIONS
 - 3 A PROHIBITION AGAINST GRADING OR REGRADING WITHIN THE EASEMENT THAT WOULD NOT MEET THE DESIGN SAFETY REQUIREMENTS FOR THE PATH

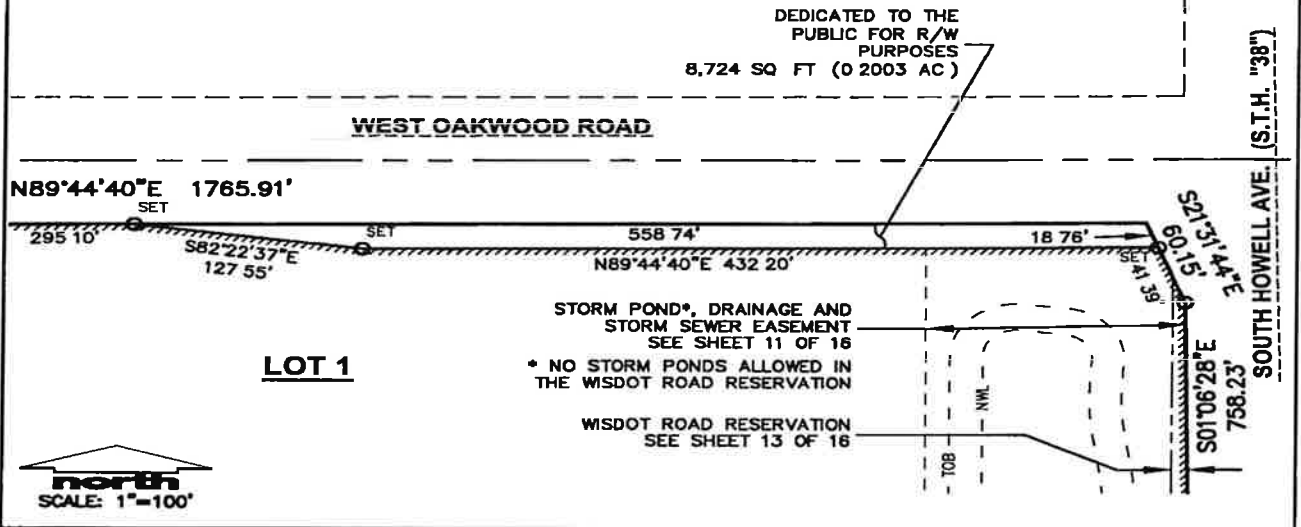
DATED THIS 20th DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738



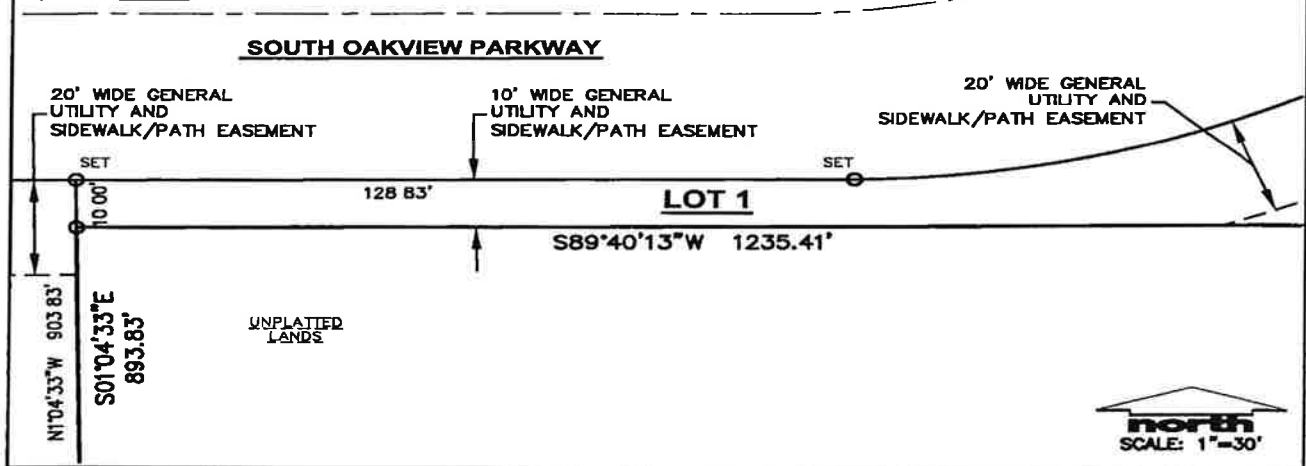
CERTIFIED SURVEY MAP No. 8608

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DETAIL "A"



DETAIL "B"

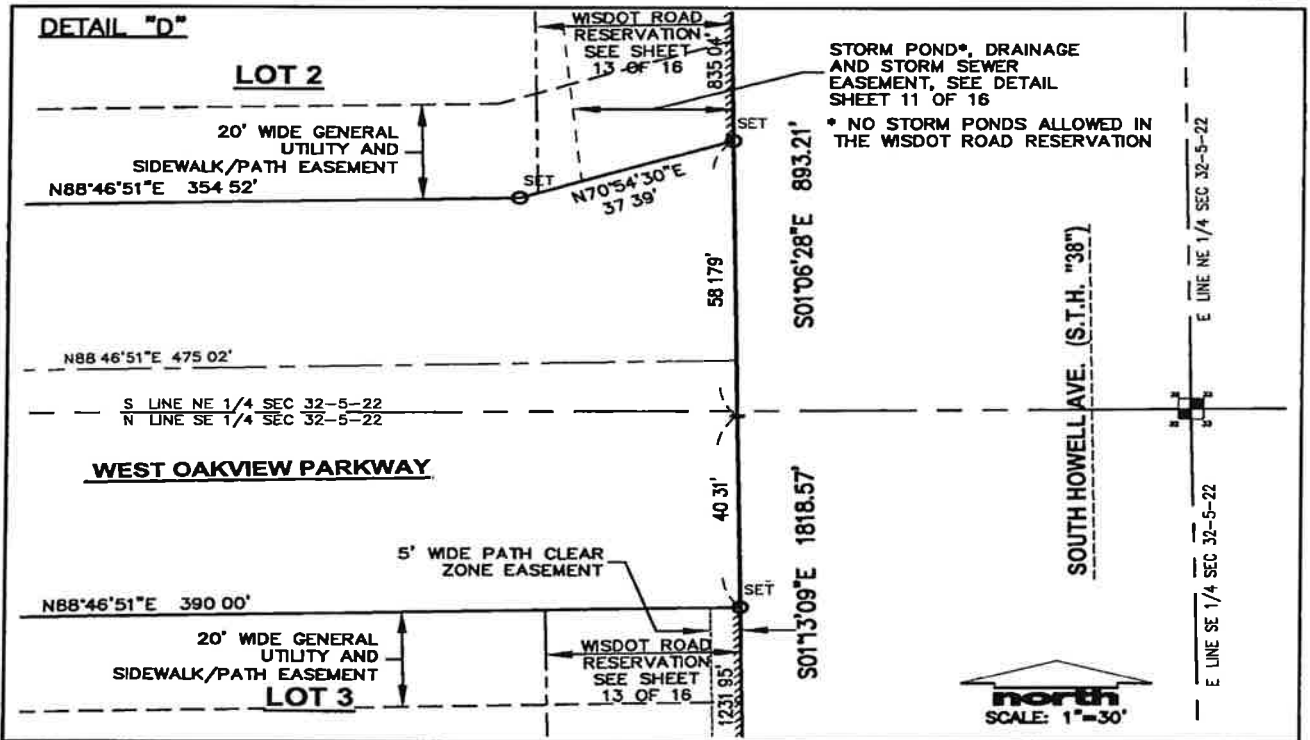
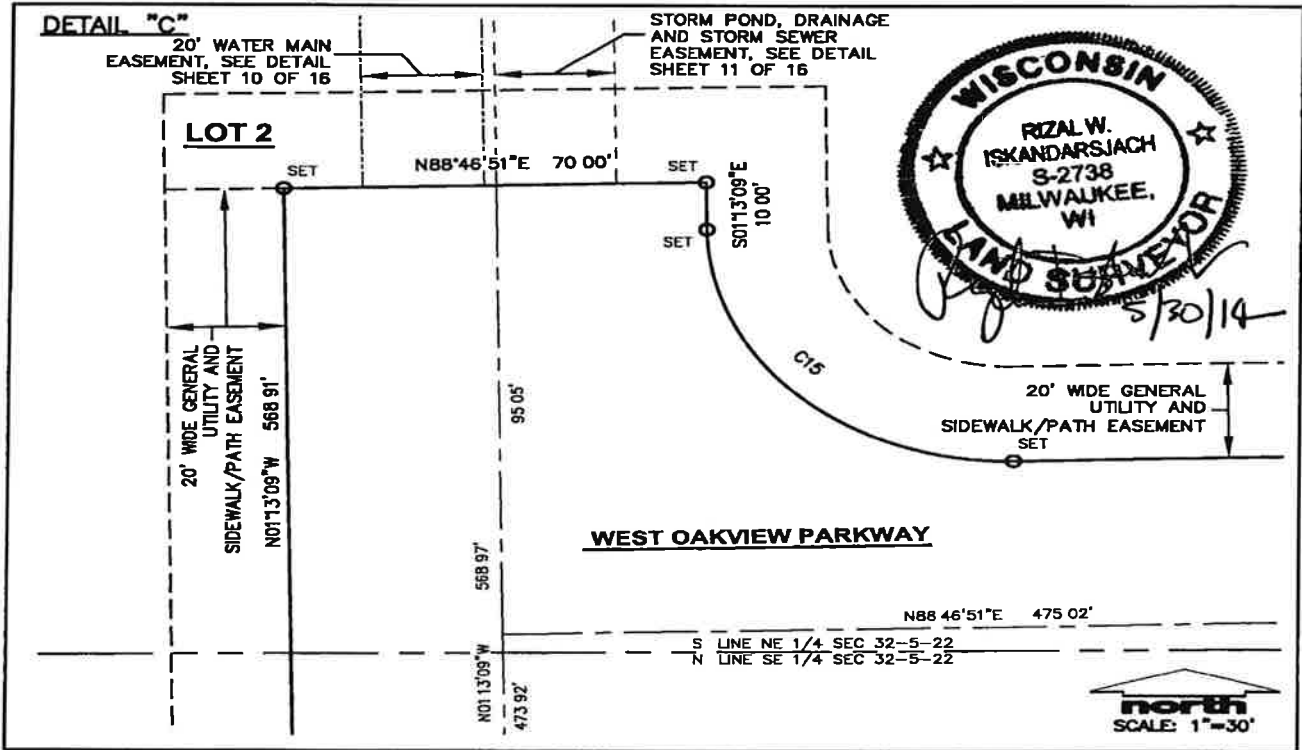


DATED THIS 30th DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

J:\SD Projects\08C3179 Oak Creek BP\dwg\08C3179 CSN.dwg

CERTIFIED SURVEY MAP No. 8608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



DATED THIS 30th DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

SHEET 8 OF 18

J:\SD Projects\0803178 Oak Creek BR\ang\0803178 CSM.dwg

CERTIFIED SURVEY MAP No. 8608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

NW CORNER OF THE NE 1/4 OF SEC 32-5-22 CONC MON W/ BRASS CAP

WEST OAKWOOD ROAD



STORM SEWER EASEMENT PER DOC NO 5642095

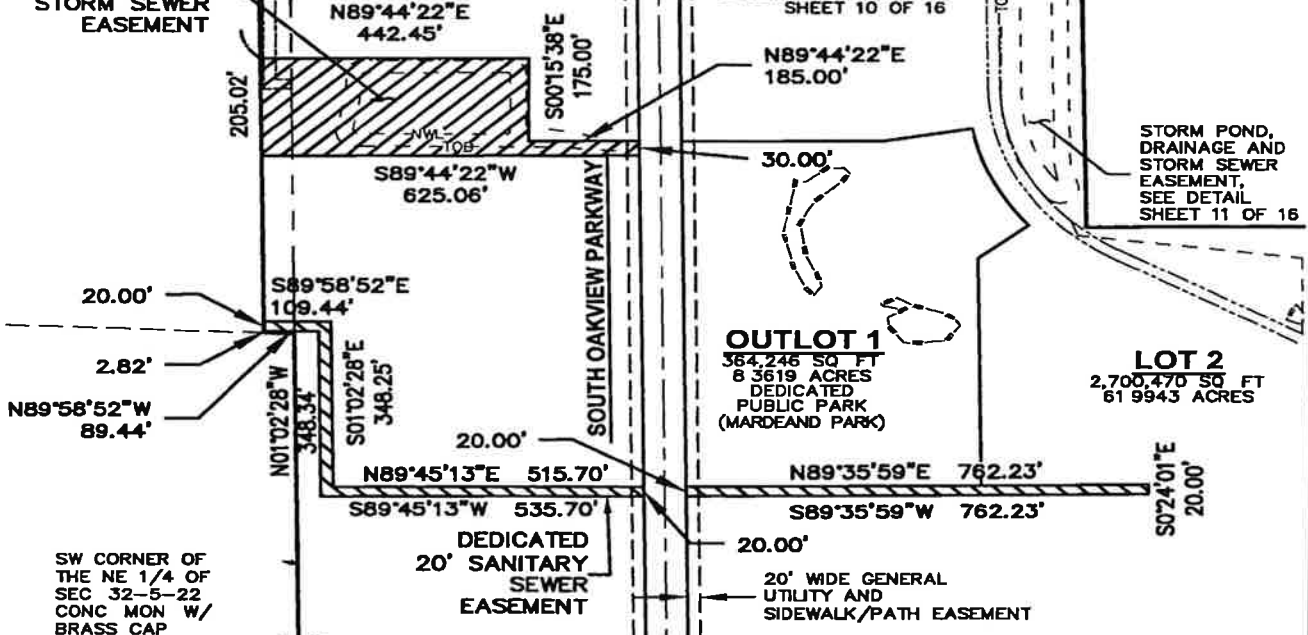
LOT 3
4,348,323 SQ FT
99.8238 ACRES

DEDICATED STORM POND, DRAINAGE AND STORM SEWER EASEMENT

20' WIDE GENERAL UTILITY AND SIDEWALK/PATH EASEMENT

20' WATER MAIN EASEMENT, SEE DETAIL SHEET 10 OF 16

STORM POND, DRAINAGE AND STORM SEWER EASEMENT, SEE DETAIL SHEET 11 OF 16



20.00'
2.82'
N89°58'52"W 89.44'

SW CORNER OF THE NE 1/4 OF SEC 32-5-22 CONC MON W/ BRASS CAP

OUTLOT 1
364,246 SQ FT
8.3619 ACRES
DEDICATED PUBLIC PARK (MARDEAND PARK)

LOT 2
2,700,470 SQ FT
61.9943 ACRES



DATED THIS ^{30th} DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

300' 0 300' SHEET 9 OF 16

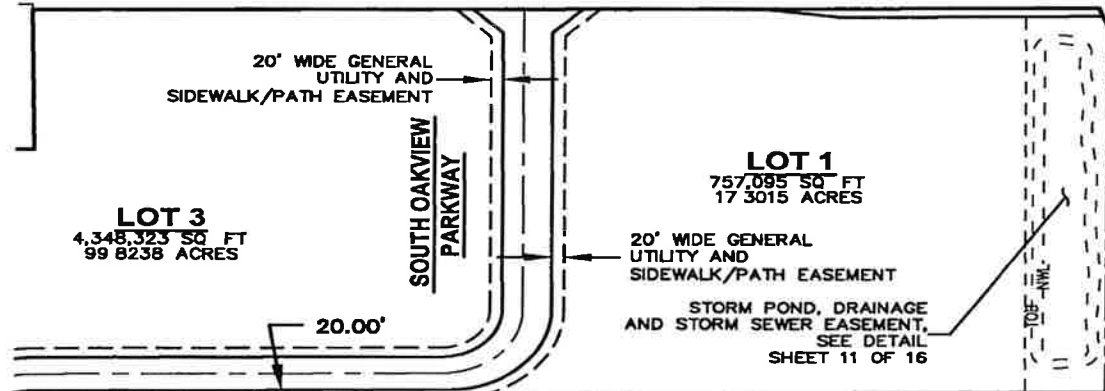
J:\SD Project\0803175 Oak Creek BP\Draw\0803175 CSM.dwg

CERTIFIED SURVEY MAP No. 8608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

NE CORNER OF THE NE 1/4 OF SEC 32-5-22 CONC MON W/ BRASS CAP

WEST OAKWOOD ROAD



LOT 3
4,348,323 SQ FT
99.8238 ACRES

LOT 1
757,085 SQ FT
17.3015 ACRES

20' WIDE GENERAL UTILITY AND SIDEWALK/PATH EASEMENT

SOUTH OAKVIEW PARKWAY

20' WIDE GENERAL UTILITY AND SIDEWALK/PATH EASEMENT

STORM POND, DRAINAGE AND STORM SEWER EASEMENT, SEE DETAIL SHEET 11 OF 16

20.00'

138.94'

STORM POND, DRAINAGE AND STORM SEWER EASEMENT, SEE DETAIL SHEET 11 OF 16



ARC=435.74'
RAD=424.00'
C.B.=N30°28'24.5\"W
C.L.=416.82'
DELTA=58°52'57"

ARC=415.19'
RAD=404.00'
C.B.=S30°28'24.5\"E
C.L.=397.16'
DELTA=58°52'57"

OUTLOT 1
364,246 SQ FT
8.3619 ACRES
DEDICATED PUBLIC PARK (MARDEAND PARK)

20' SANITARY SEWER EASEMENT, SEE DETAIL SHEET 9 OF 16

DEDICATED 20' WATER MAIN EASEMENT

LOT 2
2,700,470 SQ FT
61.9943 ACRES

13.00'

STORM POND, DRAINAGE AND STORM SEWER EASEMENT, SEE DETAIL SHEET 11 OF 16

N01°3'08\"W 317.56'
S01°13'09\"E 328.82'



SOUTH HOWELL AVE. (S.I.H. \"98\")

E. ELM RD.

W. OAKVIEW PRKWY.

20' WIDE GENERAL UTILITY AND SIDEWALK/PATH EASEMENT

SE CORNER OF THE NE 1/4 OF SEC 32-5-22 CONC MON W/ BRASS CAP

DATED THIS 30th DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

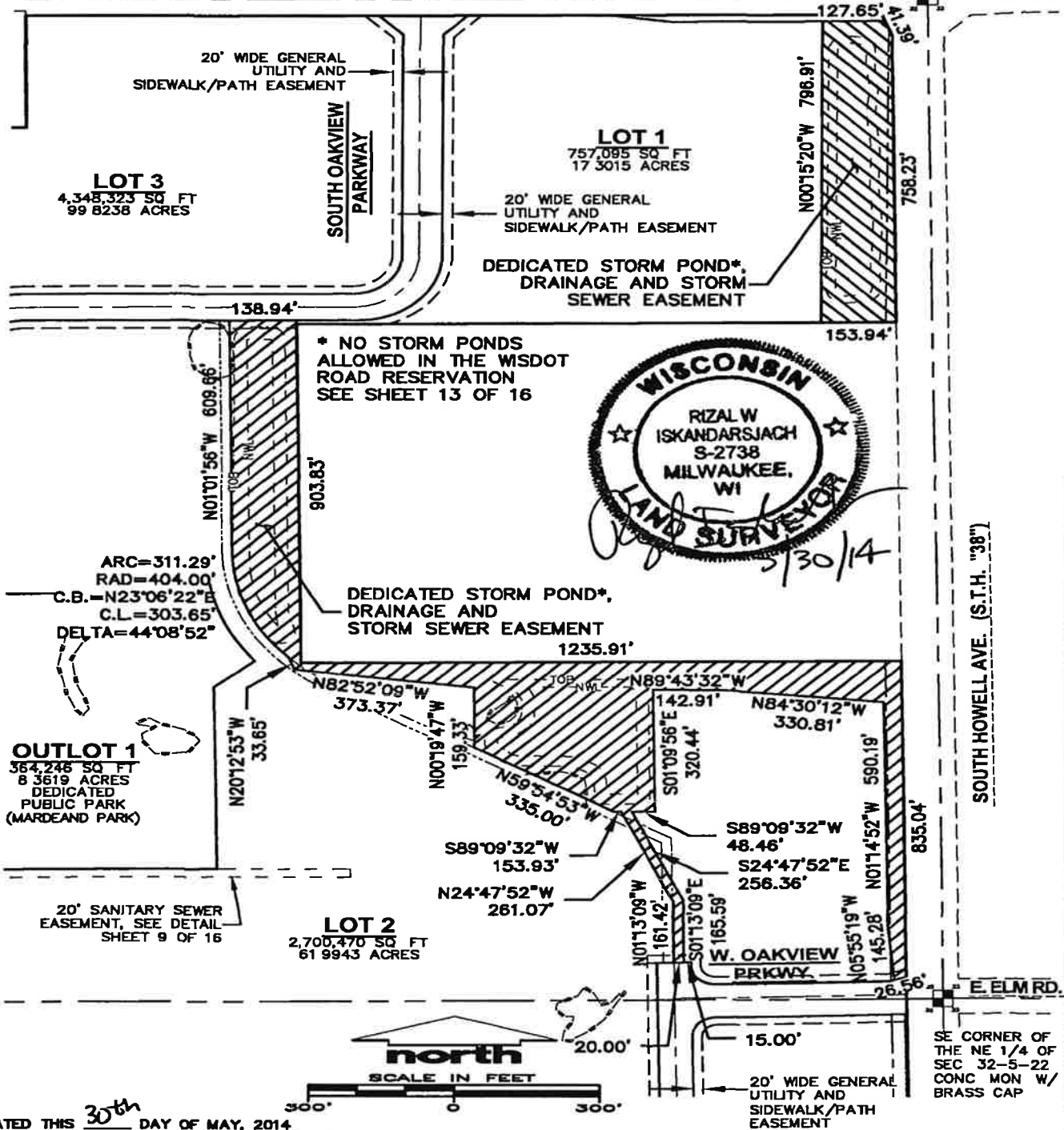
SHEET 10 OF 16

CERTIFIED SURVEY MAP No. 2608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

NE CORNER OF THE NE 1/4 OF SEC 32-5-22 CONC MON W/ BRASS CAP

WEST OAKWOOD ROAD



* NO STORM PONDS ALLOWED IN THE WSDOT ROAD RESERVATION SEE SHEET 13 OF 16



ARC=311.29°
RAD=404.00'
C.B.=N23°06'22\"E
C.L.=303.65'
DELTA=44°08'52\"

OUTLOT 1
364,246 SQ FT
8.3619 ACRES
DEDICATED PUBLIC PARK (MARDEAND PARK)

20' SANITARY SEWER EASEMENT, SEE DETAIL SHEET 9 OF 16

LOT 2
2,700,470 SQ FT
61.9943 ACRES



SE CORNER OF THE NE 1/4 OF SEC 32-5-22 CONC MON W/ BRASS CAP

DATED THIS ^{30th} DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

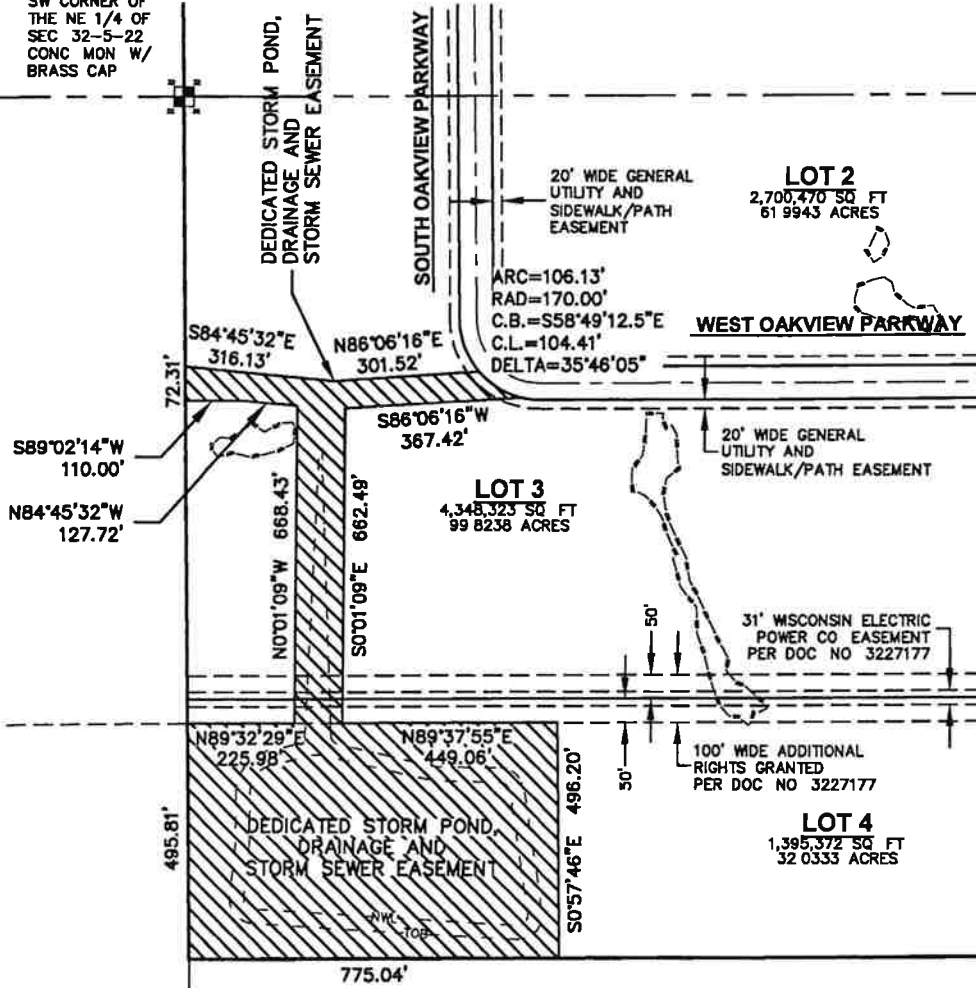
SHEET 11 OF 16

J:\2014 Projects\0803179 Oak Creek BR\0803179 CSM.dwg

CERTIFIED SURVEY MAP No. 8608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SW CORNER OF THE NE 1/4 OF SEC 32-5-22 CONC MON W/ BRASS CAP



S89°02'14"W 110.00'
N84°45'32"W 127.72'

S84°45'32"E 316.13'
72.31'

N86°06'16"E 301.52'

ARC=106.13'
RAD=170.00'
C.B.=S58°49'12.5"E
C.L.=104.41'
DELTA=35°46'05"

WEST OAKVIEW PARKWAY

LOT 2
2,700,470 SQ FT
61.9943 ACRES

S86°06'16"W 367.42'

LOT 3
4,348,323 SQ FT
99.8238 ACRES

N0°01'09"W 668.43'

S0°01'09"E 662.48'

20' WIDE GENERAL UTILITY AND SIDEWALK/PATH EASEMENT

31' WISCONSIN ELECTRIC POWER CO EASEMENT PER DOC NO 3227177

100' WIDE ADDITIONAL RIGHTS GRANTED PER DOC NO 3227177

N89°32'29"E 225.98'

N89°37'55"E 449.06'

DEDICATED STORM POND, DRAINAGE AND STORM SEWER EASEMENT

LOT 4
1,395,372 SQ FT
32.0333 ACRES

S0°57'46"E 496.20'

775.04'

SW CORNER OF THE SE 1/4 OF SEC 32-5-22 CONC MON W/ BRASS CAP



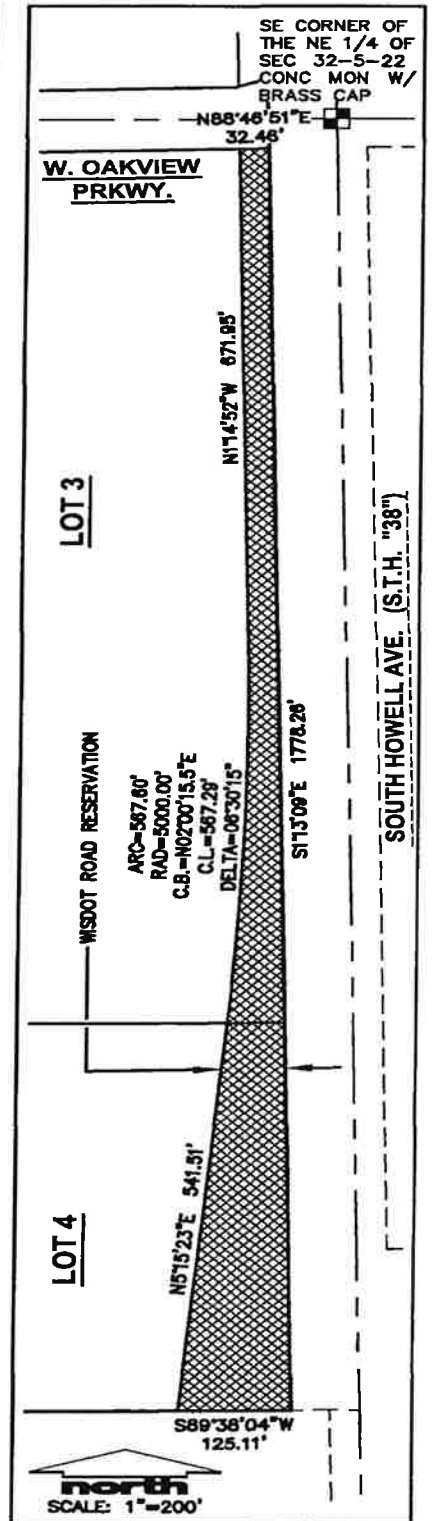
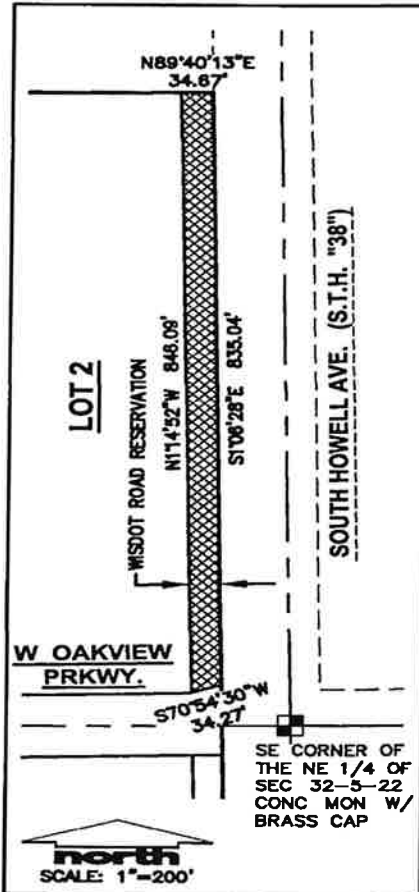
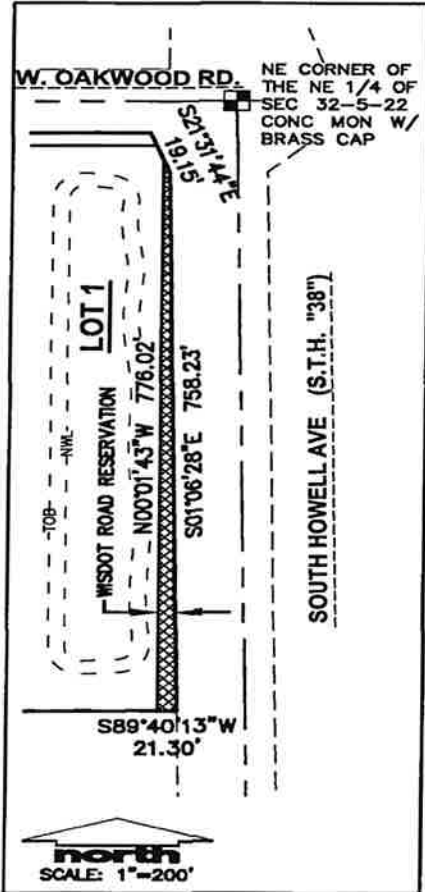
5/30/14

DATED THIS 30th DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

SHEET 12 OF 16

CERTIFIED SURVEY MAP No. 2608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



NOTE
NO STORM PONDS ALLOWED IN THE WISDOT ROAD RESERVATION



S/30/14

DATED THIS 30th DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

J:\SD Projects\08C3178 Oak Creek BR.dwg (08C3178) GSM.dwg

CERTIFIED SURVEY MAP No. 8608

BEING A REDIVISION OF ALL OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8154; VACATED ABC STREET AND GLEN OAKS DRIVE RIGHTS-OF-WAY; AND ADDITIONAL LANDS, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4; NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

OWNERS' CERTIFICATES

As to Lots 1, 2, 3 and 4 of this Certified Survey Map, WISPARK LLC, a Wisconsin limited liability company, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W Iskandarsjach, to be surveyed, divided, dedicated and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Section 14 82 of the City of Oak Creek requirements for Certified Survey Maps

WISPARK LLC

[Signature] _____ Date 6/3/14
Jerold P. Franke, President

State of Wisconsin)
Milwaukee County) SS

Personally came before me this 3rd day of June, 2014, the above named Jerold P Franke, the President of the above named company and acknowledged that they executed the foregoing instrument as such officers as the deed of said company, as Manager, by its authority

[Signature] _____ (sign)

(print)
Notary Public, Milwaukee County, WI
My Commission Expires _____

BARBARAA JURAN
Notary Public, State of Wisconsin
My Commission Expires Aug. 7, 2016



As to Outlot 1 (Mardeand Park) of this Certified Survey Map, CITY OF OAK CREEK, as owner, does hereby certify that said municipality caused the land described in the foregoing affidavit of Rizal W Iskandarsjach, to be surveyed, divided, dedicated and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Section 14 82 of the City of Oak Creek requirements for Certified Survey Maps

CITY OF OAK CREEK

[Signature] _____ Date 6-2-14
Stephen Scaffidi, Mayor

[Signature] _____ Date 6-2-14
Catherine Roeske, City Clerk

State of Wisconsin)
Milwaukee County) SS

Personally came before me this 2nd day of June, 2014, the above named Stephen Scaffidi, and Catherine Roeske, the Mayor and City Clerk, the above named municipality and acknowledged that they executed the foregoing instrument as such officers as the deed of said company, as Manager, by its authority

[Signature] _____ (sign)
Peggy J. Dlapa _____ (print)
Notary Public, Milwaukee County, WI
My Commission Expires 04-28-18



DATED THIS 30th DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

J:\USD Projects\08C3178 Oak Creek BR.dwg\08C3178 CS\text.dwg

CERTIFIED SURVEY MAP No. 8608

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PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the City of Oak Creek, on this 11th day of March, 2014

[Signature]
Stephen Scaffidi, Chairman

6-2-14
Date

[Signature]
Douglas Seymour, Secretary

6-2-14
Date

COMMON COUNCIL APPROVAL

This Certified Survey Map is approved by the Common Council of the City of Oak Creek, on this 12th day of March, 2014 by Resolution Number 11466-031814

[Signature]
Stephen Scaffidi, Mayor

6-2-14
Date

[Signature]
Catherine Roeske, City Clerk

6-2-14
Date



DATED THIS 30th DAY OF MAY, 2014
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: | |

Recommendation: That the Common Council adopt Resolution No. 11517-080414, authorizing the services of Baker, Tilly, Virchow, Krause as the City's Auditing Firm for the fiscal years ending December 31, 2014 and December 31, 2015.

Background: In 2011, the City of Oak Creek completed a formal request for proposal for auditing services and entered into a contract with Baker Tilly for fiscal years ending 2011, 2012, and 2013. The terms of that engagement agreement allowed for the option of renewal for an additional two-year period by mutual agreement. Ordinarily, we would consider a complete bidding process at this point, but due to turnover within the Finance Department and the volume of open projects, Staff is requesting to utilize the two year extension before going out for bid.

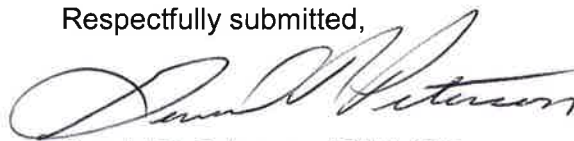
Attached is the engagement letter from Baker Tilly for fiscal years ending December 31, 2014 and December 31, 2015. The engagement letter covers the same level of services that we have received in the past; basic financial statements, related notes to the financial statements as well as the Form C and a superb working relationship.

Fiscal Impact: The fees for 2014 and 2015 are \$40,000 and \$41,500. The 2014 fee is \$1,000 or 3% higher than 2013 and the 2015 fee is \$1,500 or 4% higher than 2014. While each year we will see a small increase in the fee, we are still paying less for our auditing services than we were in 2010, at \$42,000.

Prepared by/Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,


Gerald R. Peterson, ICMA-CM
City Administrator

RESOLUTION NO. 11517-080414

BY:

RESOLUTION AUTHORIZING A CONTRACT WITH BAKER TILLY TO PERFORM PROFESSIONAL AUDITING SERVICES FOR FISCAL YEARS ENDING DECEMBER 31, 2014 AND DECEMBER 31, 2015

WHEREAS, the City is required to have its financial operations audited annually; and

WHEREAS, the Common Council, at its meeting of September 6th 2011 accepted the proposal for audit services from Baker Tilly for fiscal years ending December 31, 2011, December 31, 2012, and December 31, 2013 with the option of a two year extension;

NOW, THEREFORE, BE IT RESOLVED that the City of Oak Creek accepts the contract dated July 21, 2014, from Baker Tilly for audit services and fees as prescribed below:

Fiscal Year Ending December 31, 2014	\$ 40,000
Fiscal Year Ending December 31, 2015	\$ <u>41,500</u>
Total Fees for Services:	\$ 81,500

Introduced at a regular meeting of the Common Council meeting of the City of Oak Creek this 4th day of August, 2014.

President, Common Council

Adopted this 4th day of August, 2014.

Mayor

Approved this 4th day of August, 2014.

ATTEST.

City Clerk

Vote: Ayes _____ Noes _____



Baker Tilly Virchow Krause, LLP
777 E Wisconsin Ave, 32nd Floor
Milwaukee, WI 53202-5313
tel 414 777 5500
fax 414 777 5555
bakertilly.com

July 21, 2014

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

Dear Ms. Souffrant:

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" "we" or "our") as your auditors. The purpose of this letter is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Oak Creek.

Services and Related Report

We will audit the basic financial statements of the City of Oak Creek as of and for the years ended December 31, 2014 and December 31, 2015, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Oak Creek with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Oak Creek, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Combining Financial Statements

Ms. Bridget Souffrant
City of Oak Creek

July 21, 2014
Page 2

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Oak Creek's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Oak Creek's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis
Budget Comparison Schedules
Schedule of Funding Progress – OPEB

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for conducting that audit in accordance with auditing standards generally accepted in the United States of America. These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

The audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances, use service providers (e.g., to observe inventory, act as a specialist, or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Ms. Bridget Souffrant
City of Oak Creek

July 21, 2014
Page 3

We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect errors or fraud that are immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with auditing standards generally accepted in the United States of America may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to the City of Oak Creek, as appropriate, any such matters identified during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under auditing standards generally accepted in the United States of America, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of the City of Oak Creek's significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to the City of Oak Creek's financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal control or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance by any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

The City of Oak Creek's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America.

Ms. Bridget Souffrant
City of Oak Creek

July 21, 2014
Page 4

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us (i) about all known or suspected fraud affecting the entity involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, grantors, regulators, or others.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with accounting principles generally accepted in the United States of America. Management also is responsible for identifying and ensuring that the City of Oak Creek complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by auditing standards generally accepted in the United States of America, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. Auditing standards generally accepted in the United States of America also require that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Because of the importance of oral and written representations to an effective audit, the City of Oak Creek releases Baker Tilly and its current, former or future partners, principals, employees, and personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management. The terms of this paragraph shall apply to any claims of any kind, including, but not limited to, contract, tort, or negligence of any party, including the City of Oak Creek or Baker Tilly.

Ms. Bridget Souffrant
City of Oak Creek

July 21, 2014
Page 5

Non-Attest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain non-attest services including, but not limited to, preparing drafts of your financial statements and proposing general, adjusting, or correcting journal entries to your financial statements. None of these non-attest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. In addition, you will be required to review and approve the financial statements and approve that document prior to its issuance and have a responsibility in fact and appearance to make an informed judgment on that document.

We will not perform any management functions or make management decisions on your behalf with respect to any non-attest services we provide.

In connection with our performance of any non-attest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the non-attest services we perform.
- > Accept responsibility for the results of our non-attest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the annual Financial Report Form to the Wisconsin Department of Revenue. See Addendum A attached, which is an integral part of this engagement letter.

Other Documents

Auditing standards generally accepted in the United States of America require that we read any annual report that contains our audit report. The purpose of this procedure is to consider whether other information in the annual report, including the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We assume no obligation to perform procedures to corroborate such other information as part of our audit.

If you intend to reproduce or publish the financial statements, and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

Ms. Bridget Souffrant
City of Oak Creek

July 21, 2014
Page 6

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to Regulators, the City of Oak Creek hereby authorizes us to do so.

Legal Terms

In no event shall either party be liable for any punitive damages relating to Baker Tilly's services provided under this engagement letter.

Resolution of Disagreements

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute. Each party shall bear their own expenses. Our services shall be evaluated on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Oak Creek's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Oak Creek is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

The fees for our services will be as follows:

2014	\$40,000
2015	\$41,500

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5% per month shall be imposed on accounts not paid within 30 days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Ms. Bridget Souffrant
City of Oak Creek

July 21, 2014
Page 7

Our fees are based on known circumstances at the time of this agreement. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at your organization, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs, or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This agreement currently includes all auditing standards through Statement on Auditing Standards (SAS) No. 127 – "Omnibus Statement on Auditing Standards - 2013," and all accounting standards through Governmental Accounting Standards Board (GASB) No. 66 – "Technical Corrections - 2012 - an amendment of GASB Statement No. 10 and No. 62."

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course be happy to provide the City of Oak Creek with any other services you may find necessary or desirable.

Other Matters

Baker Tilly is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future.

Any additional services that may be requested and we agree to provide will be the subject of separate arrangements.

Because the services we provide may prove to be useful to the City of Oak Creek in situations where the City of Oak Creek is involved in investigations or litigation that does not involve Baker Tilly, our assistance may be necessary. Therefore, in the event we are requested or authorized by the City of Oak Creek, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the City of Oak Creek, the City of Oak Creek will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our reasonable professional time and expenses, as well as the reasonable fees and expenses of our counsel, incurred in responding to such a request.

Neither this engagement letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this engagement letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this engagement letter.

Baker Tilly Virchow Krause, LLP represents as follows: Baker Tilly Virchow Krause, LLP is a member of Baker Tilly International Limited. Each member firm of Baker Tilly International Limited is a separate and independent legal entity. Baker Tilly International Limited and its other members are not responsible or liable for any acts or omissions of Baker Tilly Virchow Krause, LLP. Baker Tilly Virchow Krause, LLP and its subsidiaries are not responsible for or liable for any acts or omissions of any other member of Baker Tilly International Limited. Baker Tilly International Limited does not render any professional services and does not have an ownership or partnership interest in Baker Tilly Virchow Krause, LLP.

Ms. Bridget Souffrant
City of Oak Creek

July 21, 2014
Page 8

Baker Tilly Virchow Krause, LLP further represents: Baker Tilly International Limited is an English Company. Neither Baker Tilly International Limited nor any other member firm has a right to exercise management control over any other member firm. Baker Tilly Virchow Krause, LLP is not Baker Tilly International Limited's agent and does not have authority to bind Baker Tilly International Limited or act on Baker Tilly International Limited's behalf.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreement contained in this engagement letter shall survive the completion or termination of this engagement. If because of a change in the City of Oak Creek's status or due to any other reason, any provision in this agreement would be prohibited by, or would impair our independence under, laws, regulations or published interpretations by governmental bodies, commissions, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

The validity, construction and enforcement of this engagement letter shall be determined in accordance with the laws of the State of Wisconsin, without reference to its conflicts of laws principles, and any action arising under this engagement letter shall be brought exclusively in the State of Wisconsin.

We appreciate the opportunity to be of service to the City of Oak Creek.

If there are any questions regarding the engagement letter, please contact Tom Scheidegger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. Tom Scheidegger is available at 608.240.2303.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP

Baker Tilly Virchow Krause, LLP

Enclosures

The services and terms as set forth in the engagement letter are agreed to by:

Official's Name

Official's Signature

Title

Date

ADDENDUM A

We will perform the following services:

1. We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2014. Upon completion of the compilation of the annual Financial Report Form, we will provide the city with our accountants' compilation report. If, for any reason caused by or relating to affairs or management of the city, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our report on the annual Financial Report Form of the City of Oak Creek is presently expected to read as follows:

We have compiled the 2014 Financial Report Form CT for the year ended December 31, 2014 included in the accompanying prescribed form. We have not audited or reviewed the Financial Report Form CT included in the accompanying prescribed form and, accordingly, do not express an opinion or any assurance about whether the Financial Report Form CT is in accordance with the form prescribed by the Wisconsin Department of Revenue.

Management is responsible for the preparation and fair presentation of the Financial Report Form CT included in the form prescribed by the Wisconsin Department of Revenue and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the Financial Report Form CT.

Our responsibility is to conduct the compilation in accordance with *Statements on Standards for Accounting and Review Services* issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of the Financial Report Form CT without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the Financial Report Form CT.

The Financial Report Form CT included in the accompanying prescribed form is presented in accordance with the requirements of the Wisconsin Department of Revenue, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Management's Responsibilities

The city's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that the city complies with the laws and regulation applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making city personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

City of Oak Creek Common Council Report

Meeting Date: 8/4/14

Item No.: 12

Recommendation: To concur with the Finance Committee recommendation that the Common Council adopt Resolution No. 11518-080414, authorizing banking services with Tri City National Bank for the final three (3) year renewal option under the current banking services contract to be effective November 15, 2014 through November 15, 2017.

Background: In 2008, thirteen (13) Requests for Proposal (RFP) were sent out to area banking institutions, of which only two (2) banks responded; BMO (formerly M&I) and Tri City National Bank. Tri City National Bank offered substantially lower fees and higher estimated interest earnings while providing the same or greater services (comparison attached). On October 7, 2008, the Common Council approved the agreement for banking services with Tri City National Bank for an initial three (3) year fixed-price contract, with two (2) optional, three (3) year extensions, effective November 15, 2008.

The initial three (3) year term expired on November 15, 2011 and the Common Council approved to utilize the first three (3) year extension option on August 16, 2011, which expires November 15, 2014. The City has the option to utilize the final three (3) year extension, to be effective through November 15, 2017.

Tri City National Bank has provided valuable service to the City and continually works with us to accommodate our changing needs. For example, they are currently working with me, and our tax software company, to create an automated tax payment system to streamline the process of tax payments received through the lockbox and at Tri City National Bank locations.

Tri City National Bank has agreed to renew the final three (3) year extension option with no change in service or fees, as per the attached letter and agreement. Based on the original RFP comparison, no increase in fees, valued service, and an automated tax payment system in the process, the Finance Committee recommends that Common Council adopt Resolution No. 11518-080414, authorizing banking services with Tri City National Bank for the final three (3) year renewal option under the current banking services contract to be effective November 15, 2014 through November 15, 2017.

Fiscal Impact: The fee structure will remain the same as shown in the RFP comparison summary attachment.

Prepared by:



Barbara Guckenberger, CMTW
City Treasurer

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11518-080414

BY:

RESOLUTION AUTHORIZING A CONTRACT WITH TRI CITY NATIONAL BANK TO PERFORM PROFESSIONAL BANKNG SERVICES FOR THE PERIOD OF NOVEMBER 15, 2014 THROUGH NOVEMBER 15, 2017

WHEREAS, the City is required to designate a financial institution for banking services; and

WHEREAS, the Common Council, at its meeting of October 7, 2008 accepted the proposal agreement for banking services from Tri City National Bank, for the period of November 15, 2008 through November 15, 2011 with the option of two (2) three (3) year extensions; and

WHEREAS, the Common Council, at its meeting of August 16, 2011 accepted the proposal agreement for the first three (3) year extension for banking services from Tri City National Bank with no change in service or fees, for the period of November 15, 2011 through November 15,2014;

NOW, THEREFORE, BE IT RESOLVED that the City of Oak Creek accepts the proposal agreement for the final three (3) year extension for banking services from Tri City National Bank with no change in service or fees, for the period of November 15, 2014 through November 15, 2017.

Introduced at a regular meeting of the Common Council of the City of Oak Creek this 4th day of August, 2014.

President, Common Council

Adopted this 4th day of August, 2014.

Mayor

Approved this 4th day of August, 2014.

ATTEST.

City Clerk

Vote: Ayes _____ Noes _____



RECEIVED

JUL 18 2014

CITY OF OAK CREEK
TREASURER

July 16, 2014

Ms. Barbara A. Guckenberger
Treasurer, City of Oak Creek
8640 South Howell Avenue
P O Box 27
Oak Creek, WI 53154

RE: Renewal Options

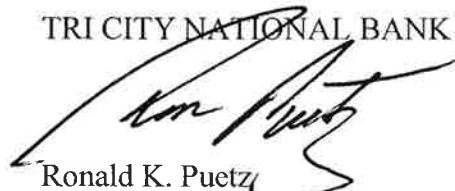
Dear Ms. Guckenberger,

Please be advised that the agreement for banking services dated November 15, 2008 contains the option for the City of Oak Creek to renew the services agreement for two additional 3 year extensions with no increase in pricing.

I have enclosed an Extension Acceptance for your signature following the finance committee's review. This extension will be for the period November 15, 2014 – 2017.

Very truly yours,

TRI CITY NATIONAL BANK



Ronald K. Puetz
CEO/Chairman of the Board

RKP:kaw

enclosure

**AGREEMENT ACCEPTING PROPOSAL OF TRI CITY NATIONAL BANK
FOR BANKING SERVICES
FOR THE CITY OF OAK CREEK**

The City of Oak Creek extends the three year banking services contract originally effective November 15, 2008 for an additional three year period through November 15, 2014 - 2017.

TRI CITY NATIONAL BANK

By:  _____ Date 7/15/2014
Ronald K. Puetz
Chairman of the Board/CEO

CITY OF OAK CREEK

By: _____ Date _____

The following is a comparison summary of estimated annual charges based on 2007 actual volume:

	Tri City National Bank	M&I Bank
Basic Service, Online Service, Supplies, Positive Pay & Reconciliation	5,632.90	13,488.18
Lock Box Service (January & December)	No Cost	1,184.90
Alternative Tax Collection (January & December)	1,936.00 (Based on \$1.00 per Transaction Fee)	65.50 (Based on \$.25 per Deposit Fee)
Courier Service	No Cost	Not Available
Total Proposed Annual Fees	7,568.90	14,738.58

SUPPLEMENTAL SERVICES:

Credit Card Services:

OCPD MUNICIPAL COURT: 2.12% Discount charged against gross sales (a reduction from 2.18% present rate) Variable Pass-Through Rates Plus Set-up and Support Fees

PARKS, RECREATION & FORESTRY

2.65% Discount charged against gross sales (a reduction from 2.98% present rate) Variable Pass-Through Rates Plus Set-up and Support Fees

Estimated Earnings Credit Rate

1.90% Fed Funds Target Rate Minus 10 Basis Points
1.575% 90% of Average Collected Balance to adjust for Reserves (10%)

The following is a comparison summary of estimated annual charges based on 2007 actual volume:

	Tri City National Bank	M&I Bank
OTHER COMPARISONS:		
Exhibit A (Cost Proposal)		
Estimated Earnings	Completed in full	Not completed in full
Net Cost	Lowest estimated costs	Highest estimated costs
Estimated Earnings	Highest estimated earnings	Lowest estimated earnings
Exhibit B (Additional Information) (Specific highlights listed below)		
Courier Service (For Lock Box and Alternative Tax Collection Paperwork)	Provided at no cost	Unable to provide. City would need to obtain outside vendor at the City's cost
Lockbox Service	Provided at no cost	Provided with cost - requires scannable coupons with payment
Locations and Hours of Operation and Alternative Tax Collection	Five (5) OC locations Three (3) open M-Sun 10 AM to 8 PM Two (2) open M-F 9 AM to 6 PM (drive-up 8 AM); Sat 9 AM to 12 Noon	One (1) OC location Open M-Th 9 AM to 5 PM (drive-up 6 PM) Fri 9 AM to 6 PM (drive-up 7 PM) Sat 9 AM to 12 Noon (drive-up 1 PM) Accepts requirements listed on Exhibit D
Alternative Funds Availability Schedule	No Cutoff - can deposit up to 8 PM	Deposits accepted to close
Alternative Outgoing Wire Schedule	M-F up to 1:30 PM - Late Settlement until 4:00 PM	Between 8 AM and 4:30 PM CST
Alternative Direct Deposit Process	Standard ACH transmittal addenda	Until 7 PM CST for next business day
Online Banking	TRI DATA Online	InterNetConnect Online
Positive Pay	No cost to add this service	\$780 plus \$.05 per item

The following is a comparison summary of estimated annual charges based on 2007 actual volume:

	Tri City National Bank	M&I Bank
--	------------------------	----------

OTHER COMPARISONS:
Exhibit B continued

	Tri City National Bank	M&I Bank
Financials Required with proposal	First Quarter 2008 Report Included 2006 & 2007 Financial Statements Included	Nothing included with proposal
Credit Card Services	OCPD 2.12%; P&R 2.65%	Many Variables
Locked Bag	Locked bags included at no cost	Standard Zipper bags included at no cost
Exhibit E (Check-Off List)	Completed in full	Completed in full
Exhibit F (Signature Page)	Completed in full	No witness signature
Addendum 16a (Compensation Formula)	Explained in detail	Multiple examples - Details Unclear
Reserve Requirement	NONE	10%

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 13

Recommendation: That the Common Council adopt Ordinance No. 2732, an ordinance to repeal and recreate Section 2.75 of the Oak Creek Municipal Code regarding the Landscape and Beautification Committee, in concurrence with the Mayor's recommendation.

Background: The committee began the work of promoting, conducting, and awarding the annual City of Oak Creek Landscaping Awards (previously called the Mayor's Landscaping Awards). The Committee creates and reviews the criteria for eligibility, promote the competition, select the finalists, and award the winners for residences and businesses within the city.

The Mayor identified a need to increase the citizen membership of this committee.

The Committee will consist of one (1) elected official appointed by the Mayor, one (1) representative from the Streets, Parks and Forestry Department, the City Forester, one (1) member of the Parks, Recreation and Forestry Commission, and three (5) Oak Creek residents. This modification changes the amount of resident members from 3 to 5.

Interested residents should fill out an application with the City Clerk's office with detail provided demonstrating their experience or expertise in a related field. All appointments will be reviewed by the Mayor, and forwarded to the Common Council for their final approval.

Fiscal Impact: The annual fiscal impact is not to exceed \$1,000 including the annual awards for the Landscaping competition.

Prepared by:



Catherine A. Roeske
City Clerk

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

ORDINANCE NO. 2732

BY: _____

AN ORDINANCE TO RECREATE SECTION 2.75
OF THE OAK CREEK MUNICIPAL CODE REGARDING
THE LANDSCAPE AND BEAUTIFICATION COMMITTEE

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

SECTION 1: Section 2.75 of the Municipal Code is hereby created to read as follows:

SEC. 2.75 Landscape and Beautification Committee.

(a) Composition.

- (1) There shall be five (5) voting members of the Landscape and Beautification Committee., consisting of five (5) citizen members, one (1) elected official, and one (1) Parks, Recreation and Forestry Commission member. The City Forester and an employee of the Streets, Parks and Forestry Department shall act as advisory to the Committee. The Mayor shall be an ex officio member of the committee without the authority to vote.
- (2) The members of the Committee shall be appointed by the Mayor, subject to confirmation by the Common Council at the second meeting in April for terms lasting two (2) years, commencing on May 1.

(b) Powers and Duties.

The Committee shall promote, conduct, and award the annual City of Oak Creek Landscaping Awards. The Committee will create and review the criteria for eligibility, promote the competition, select the finalists, and award the winners for residences and businesses within the City. In addition, the Committee will work with the Streets, Parks, and Forestry Department to promote and enhance the natural areas of the City. The Committee may attend other meetings as approved by the Common Council, and should report to the Council following their regular meetings.

SECTION 2: 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 _____

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 16

Recommendation: That the Common Council approves payment of the obligations as listed on the July 30, 2014 Vendor Summary Report.

Background: Of note are the following payments:

1. \$76,681.30 to Advanced Disposal-Muskego-C6 (pg #1) for recycling and landfill charges.
2. \$71,979.60 to Alois Roofing & Sheet Metal (pg #1) for fire station 3 roof replacement.
3. \$14,030.00 to Arlington Computer Products (pg #2) for JBOYD computer components.
4. \$14,038.44 to the City of Franklin (pg #7) for 27th Street underground utilities work.
5. \$9,083.69 to Godfrey & Kahn S.C. (pg #8) for May legal services Lakeview Park and DTS.
6. \$6,200.00 to Haiges Machinery, Inc. (pg #9) for fire station washing machine.
7. \$60,280.78 to Holz Motors, Inc. (pgs #10-11) for two police vehicles.
8. \$34,850.00 to John's Disposal Service, Inc. (pg #11) for July disposal service.
9. \$54,286.99 to JPMorgan Chase Bank NA (pgs #11-17) for travel/training, office supplies, grounds maintenance, computer hardware/software, Verizon phone charges, recreation supplies, street lighting supplies, books, printing/copying, legal notices, medical and safety supplies.
10. \$9,708.15 to M&M Tree Service, LLC (pg #18) for Tree-Age applications and fertilization.
11. \$12,457.69 to Milw County Treasurer (pg #19) for return of tax payment paid in error.
12. \$9,904.69 to National Insurance Company (pgs #19-20) for disability insurance.
13. \$35,419.08 to Oak Creek Water & Sewer Utility (pg #21) for February through June locating services and 2nd quarter project inspection costs.
14. \$50,000.00 to Oak Creek Public Library Foundation (pg #21) for donation.
15. \$6,847.62 to R.A. Smith National (pg #25) for flood plain remodeling services.
16. \$7,500.00 to Strand Associates, Inc. (pg #26) for 5th Avenue relocation services.
17. \$16,100.00 to Tyler Technologies, Inc. (pg #27) for contracted assessor services.
18. \$22,739.76 to Western Culvert & Supply (pg #27) for West Oakwood Road drainage project supplies.
19. \$57,155.40 to WE Energies (pgs #29-30) for street lighting and gas/electric utilities.
20. \$25,645.31 to World Fuel Services, Inc. (pg #30) for fuel inventory.

Fiscal Impact: Total claims paid of \$703,775.74

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: August 4, 2014

Item No.: 17

Recommendation: That the Common Council approve the proposed annual Agreement for School Resource Officer Services for the 2014-2015 school year.

Background: The City of Oak Creek and the Oak Creek/Franklin School District have had an Agreement for School Resource Officer Services in place since the program was instituted in 1999. The initial Agreement was a three-year contract with all subsequent renewal Agreements reviewed and signed annually. The Agreement provides for two police officers to serve as School Resource Officers at the Oak Creek High School and Oak Creek East and West Middle Schools with all costs for wages and benefits split equally between the City of Oak Creek and the Oak Creek/Franklin School District. In addition the Agreement defines the administrative issues associated with the program.

The language of the Agreement is the same as previous years and has been previously reviewed and approved by the City Attorney. In addition, the Oak Creek/Franklin Joint School District has already agreed to and signed the renewal Agreement for the 2014-2015 school year.

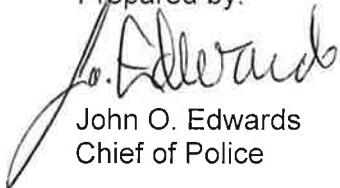
Fiscal Impact: The Oak Creek/Franklin School District will pay the City of Oak Creek a total of \$118,092 for their share of the costs of the program. The City of Oak Creek's portion of the costs, which also totals \$118,092, will be covered by funds allocated in the Police Department's 2014 and 2015 Full-Time Salaries budget account.

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

Prepared by:



John O. Edwards
Chief of Police

Fiscal Review by:



Bridget M. Souffrant
Finance Director/Comptroller

AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the **OAK CREEK/FRANKLIN JOINT SCHOOL DISTRICT**, hereinafter referred to as the "School District", and the **CITY OF OAK CREEK**, hereinafter referred to as the "City";

WHEREAS, the City shall provide to the School District for the 2014-2015, school year, two (2) police officers to serve as School Resource Officers at the Oak Creek High School and Oak Creek East and West Middle Schools, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The City shall provide School Resource Officer services for a one-year period beginning June 1st, 2014 through May 31st, 2015 to include the 2014-2015 regular school year.

2. The School Resource Officers will be indirectly supervised by the principals of their respective schools. Conflicts that may arise will be mediated by the Director of Pupil Services on issues regarding school policy/procedure. The School Resource Officers will report directly to the 1st Shift Lieutenant of Operations as per the Oak Creek Police Department Organizational Chart.

3. The Police Department does reserve the right to re-deploy the School Resource Officers' services in other capacities in the event of emergency situations or in the event that, for whatever reason, the Police Department is understaffed in other bureaus. In those cases, the School District shall not be charged, under the provisions of this Agreement, for wages and benefits.

4. The School Resource Officers remain as employees of the City of Oak Creek and, therefore, the City is responsible for any and all Workers' Compensation benefits/claims and shall be the responsible party in the event of any negligence or malfeasance by the police officers. The Officers will continue to be subject to the Oak Creek Police Department Rules and Regulations and the Oak Creek Professional Policemen's Collective Bargaining Labor Agreement. The Officers will also be subject to any rules and regulations of the School District. In the case of any conflicting language between the parties' rules and regulations, the rules and regulations of the Police Department and the Collective Bargaining Labor Agreement shall supercede.

5. The School District shall pay to the City the sum of \$118,092 which is one-half of the wages and fringe benefits of the two SRO officers. Said payments shall be due and payable on or before December 15, 2014, and May 31, 2015. The first payment—due December 15, 2014, for the period of June 1, 2014, through December 31, 2014—will be in the amount of \$68,887. The second payment—due May 31, 2015, for the period of January 1, 2015, through May 31, 2015—will be in the amount of \$49,205 The City will issue an invoice to the School District for said payments.

6. The City agrees to pay for all other costs that may be associated with the Collective Bargaining Labor Agreement between the City of Oak Creek and the Oak Creek Professional Policemen's Association.

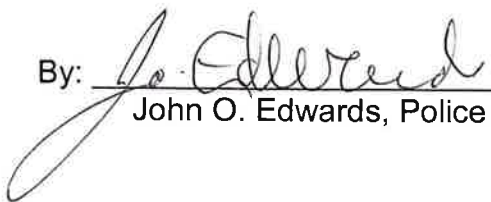
7. This Agreement will terminate on May 31, 2015, with the express understanding that it will be reviewed and renewed on an annual basis.

Dated at Oak Creek, Wisconsin, this _____ day of _____, 2014.

CITY OF OAK CREEK

By: _____
Stephen Scaffidi, Mayor

By: _____
Catherine A. Roeske, City Clerk

By:  _____
John O. Edwards, Police Chief

OAK CREEK/FRANKLIN JOINT SCHOOL DISTRICT

By:  _____
Sara Burmeister, Superintendent of Schools

By:  _____
Frank Carini, School Board President

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 18

Recommendation: That the Common Council considers a motion to enter into agreements with the Wisconsin Department of Transportation (WisDOT) for design oversight and construction funding for the proposed improvements to the W. Marquette Avenue and S. Nicholson Road bridges. (Project No. 13022) (1st & 3rd Aldermanic Districts)

Background: On March 31, 2014, the Common Council approved a motion to enter into an agreement for design oversight for the proposed improvements to the W. Marquette Avenue and S. Nicholson Road bridges. This allowed the state and city to begin working on the preliminary design stages prior to finalizing the funding agreement for construction.

This State/Municipal Agreement will supersede that original agreement which covered design oversight only. This revised agreement will include both design oversight and construction funding.

The amounts for the agreements have been established based on estimates for design and construction. The following is a summary of the amounts associated with each project.

	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
S. Nicholson Road					
Design Oversight	\$22,000	\$0	0	\$22,000	100%
Participating Construction	\$315,000	\$252,000	80%	\$63,000	20%
Non-Participation Construction	\$1,000	\$0	0%	\$1,000	100%
Construction Oversight	\$53,550	\$42,840	80%	\$10,710	20%
W. Marquette Avenue					
Design Oversight	\$20,750	\$0	0	\$20,750	100%
Participating Construction	\$400,000	\$320,000	80%	\$80,000	20%
Non-Participation Construction	\$15,000	\$0	0%	\$15,000	100%
Construction Oversight	\$58,100	\$46,480	80%	\$11,620	20%
TOTAL	\$885,400	\$661,320	74.7%	\$224,080	25.3%

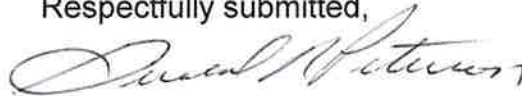
Fiscal Impact: Total city cost share for design oversight and construction is estimated to be \$224,080 which would be funded from the bridge replacement fund (Project No. 13022).

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



1st REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL BRIDGE
PROJECT

This agreement supersedes the agreement signed by the Municipality on April 1, 2014 and signed by DOT on April 7, 2014.

Program Name: Local Bridge
Sub-program #: 205

Revised Date: April 7, 2014

Date: February 3, 2014

I.D.: 2673-00-00/70

Road Name: Nicholson Road

Bridge ID: B-40-0018

Location: Bridge over Oak Creek

Limits: STH 100 to West Puetz Road

County: Milwaukee

Project Length: 600 ft

Facility Owner: City of Oak Creek

Project Sponsor: City of Oak Creek

The signatory, City of Oak Creek, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **Bridge B-40-0018 is a deck girder bridge and it is rated structurally deficient with a sufficiency rating of 41.8. The bridge is on the 2013 NBI list and it has an NBI rating of 4 for deck and superstructure. It measures 38.5ft long and 44ft wide with one span. Built in 1936, the bridge passes over Oak Creek. Nicholson Road is classified as a minor arterial with an ADT of 960. Sidewalk and bicycle/pedestrian accommodations are present, but they are not designated as part of a regional system. A railroad runs parallel to the project and it is within 1,000ft of the project termini.**

The current bridge has significant cracking on the concrete deck with asphalt overlay. The bridge girders have cracks with efflorescence and spalling at abutments. The abutments also have cracking and spalling problems.

Proposed Improvement - Nature of work: **Bridge Replacement. The proposed work is to replace the bridge on the existing alignment. The new bridge will be a deck girder bridge measuring 38.5ft long by 44ft wide with one span. Approach work will include 250ft of 24ft wide asphalt pavement and 3ft wide gravel shoulders on both the north and south approaches. Construction personnel will have to account for lead base paint on the structure. Additional work includes lighting and bridge rail improvements.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **Non-participating items determined in design.**

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project construction costs are funded with 80% federal/state funding up to a maximum of \$294,840 when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$294,840 federal/state funding maximum according to the Local Bridge Program guidelines. The design has been 100% locally funded. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2016. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 2673-00-00					
Design	\$44,100	\$0	0%	\$44,100	100%
State Review	\$22,000	\$0	0%	\$22,000	100%
ID 2673-00-70					
Participating Construction	\$315,000	\$252,000	80%	\$63,000	20%
Non-Participating Construction	\$1,000	\$0	0%	\$1,000	100%
State Review	\$53,550	\$42,840	80%	\$10,710	20%
Total Est. Cost Distribution	\$435,650	\$294,840	N/A	\$140,810	N/A

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Oak Creek** (please sign in blue ink.)

Name _____ Title _____ Date _____

Signed for and in behalf of the State:

Name _____ Title SE Regional Planning Chief Date _____

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
 - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
 - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Management Consultant and State Review Services.
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.
 - i. Preliminary Engineering and design.
 - j. Other 100% Municipally funded items: Items determined in design.

8. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
9. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
10. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
11. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
12. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
13. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
14. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
15. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
16. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

17. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any

claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

20. **Contract Modification:** This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
21. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
22. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

23. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:
 - a. ID 2673-00-00: Design is funded 100% by the Municipality. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality
 - b. ID 2673-00-70: Construction:
 - i. Costs for bridge replacement are funded with 80% federal/state funding up to a maximum of \$294,840, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$294,840 federal/state funding maximum.
 - ii. Non-participating costs for items determined in design are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.

[End of Document]



1st REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL BRIDGE
PROJECT

This agreement supersedes the agreement signed by the Municipality on April 1, 2014 and signed by DOT on April 7, 2014.

Program Name: Local Bridge

Sub-program #: 205

Revised Date: April 7, 2014

Date: February 3, 2014

I.D.: 2987-00-00/70

Road Name: Marquette Avenue

Bridge ID: P-40-0557

Location: Bridge over Oak Creek

Limits: STH 38 to S 6th St

County: Milwaukee

Project Length: 550 ft

Facility Owner: City of Oak Creek

Project Sponsor: City of Oak Creek

The signatory, City of Oak Creek, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **Bridge P-40-0557 is classified as structurally deficient with a sufficiency rating of 47.9. It is on the 2013 NBI list and it has NBI ratings of 4 for the deck and superstructure. The bridge measures 22ft long by 44ft wide with one span. It was built in 1970 and it passes over a north tributary branch of Oak Creek. The road is classified as a local road with an ADT of 1,300.**

There are multiple problems with the current bridge: spalling on the north edge of the deck, heavy stains/efflorescence on the underside of the deck, spalling around drains, 6in longitudinal cracks, cracking in the eastbound travel lane and three wing walls are tipping forward one to two inches. The bridge has sidewalk and bicycle/pedestrian facilities.

Proposed Improvement - Nature of work: **Bridge replacement. A new, flat slab bridge will be constructed on the existing alignment measuring 22ft long by 44ft wide with one span. The total project length will be 550ft. Approach work will include 250ft of 44ft wide asphalt pavement and 2.5ft wide shoulder with curb and gutter on both the north and south approaches. Neither sidewalks nor bicycle/pedestrian facilities are listed on the application as the route is not designated a part of the regional system. Additional work includes lighting and bridge rail improvements.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **Non-participating items determined in design.**

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project construction costs are funded with 80% federal/state funding up to a maximum of \$366,480 when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$366,480 federal/state funding maximum according to the Local Bridge Program guidelines. The design has been 100% locally funded. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2016. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 2987-00-00					
Design	\$53,950	\$0	0%	\$53,950	100%
State Review	\$20,750	\$0	0%	\$20,750	100%
ID 2987-00-70					
Participating Construction	\$400,000	\$320,000	80%	\$80,000	20%
Non-Participating Construction	\$15,000	\$0	0%	\$15,000	100%
State Review	\$58,100	\$46,480	80%	\$11,620	20%
Total Est. Cost Distribution	\$547,800	\$366,480	N/A	\$181,320	N/A

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Oak Creek** (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the State:

Name Title SE Regional Planning Chief Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
 - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
 - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Management Consultant and State Review Services.
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.
 - i. Preliminary Engineering and design.
 - j. Other 100% Municipally funded items: Non-participating items determined in design,

8. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
9. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
10. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
11. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
12. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
13. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
14. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
15. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
16. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected

property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

17. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the

Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

20. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
21. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
22. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

23. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:
 - a. ID 2987-00-00: Design is funded 100% by the Municipality. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.
 - b. ID 2987-00-70: Construction:
 - i. Costs for bridge replacement are funded with 80% federal/state funding up to a maximum of \$366,480 when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$366,480 federal/state funding maximum.
 - ii. Non-participating costs for items determined in design are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.

[End of Document]

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 19

Recommendation: That the Common Council considers adoption of Resolution No. 11516-080414, a resolution authorizing the request of a waiver from the requirements of Trans 75 for pedestrian accommodations on the S. Nicholson Road bridge over the Oak Creek. (Project No. 13022) (3rd Aldermanic District)

Background: The City of Oak Creek and Wisconsin Department of Transportation (WisDOT) have entered into an agreement to replace the S. Nicholson Road bridge over the Oak Creek. The agreement requires the city to follow Wisconsin Administrative Code Trans 75, which requires the inclusion of pedestrian accommodations (installation of sidewalks).

Engineering Department staff has conducted a study of the need for pedestrian accommodations. The study concludes that this project satisfies the requirements for requesting a waiver of pedestrian accommodations. The bridge will be designed to provide bicycle accommodations, which can be utilized by pedestrians when crossing the bridge. If authorized under this resolution, the Engineering Department will request a waiver of pedestrian accommodations under Wisconsin Administrative Code, Trans 75.06 "Absence of Need" Exception (WisDOT Exception 4).

Fiscal Impact: Elimination of pedestrian accommodations will reduce the city's cost share by approximately \$12,000.

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

RESOLUTION NO. 11516-080414

BY: _____

**RESOLUTION OF AUTHORIZATION FOR A REQUEST FOR A
WAIVER FROM TRANS 75 REQUIREMENTS FOR PEDESTRIAN
ACCOMMODATIONS FOR S. NICHOLSON ROAD BRIDGE**

(3RD ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek has entered into an Agreement with the Wisconsin Department of Transportation (WisDOT) to replace S. Nicholson Road Bridge over the Oak Creek (WisDOT Project No. 2673-00-00/70); and,

WHEREAS, the City of Oak Creek Engineering Department has determined that the proposed S. Nicholson Road bridge replacement project meets the conditions outlined in Wisconsin Administrative Code, Trans 75.06 "Absence of Need" Exception (WisDOT Exception 4) for pedestrian accommodations (installation of sidewalks);

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the City of Oak Creek hereby requests a waiver from the pedestrian accommodation requirements outlined in Wisconsin Administrative Code, Trans 75 by satisfying the "Absence of Need" Exception (WisDOT Exception 4):

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of August 2014.

Passed and adopted this 4th day of August 2014.

President, Common Council

Approved this 4th day of August 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 20

Recommendation: That the Common Council considers a motion to enter into a contract with R.A. Smith National, Inc. for hydraulic modeling analysis and wetland delineation for the S. Nicholson Road culvert replacement (Project No. 14017) (5th Aldermanic District) and updating the N7A Tributary and Weatherly Drive floodplain modeling (Project No. 12023) (2nd Aldermanic District) for a not-to-exceed contract total of \$23,184.

Background: The replacement of deteriorated culverts on S. Nicholson Road between E. Meadowview Drive and E. Oakwood Road is currently under design by the Engineering Department. Completion of the design and regulatory permitting requires a wetland delineation to identify potential impact to the wetlands, as well as updating the hydraulic floodplain modeling. R.A. Smith National is recommended for this work because of their development and familiarity of the C1 Tributary hydraulic model. R.A. Smith National will also update the floodplains of the N7A and N7 Tributaries to reflect the Weatherly Drive improvements and the I-94 and Drexel interchange. This portion of the work is an amendment to Project No. 12023 for updating tributary floodplains.

FISCAL IMPACT: The total cost of the not-to-exceed contract is \$23,184. The S. Nicholson Road portion of the work is \$9,334 and will be funded through the S. Nicholson Road Culvert Replacement Project (Project No. 14017). The N7A and Weatherly Drive portion of the work is \$13,850 and will be funded through Project No. 12023 (Floodplain Remodeling), with a transfer of \$13,850 from Project No. 12021 (Weatherly Road Design).

Prepared by:



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

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer, P.E.

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 21

Recommendation: That the Common Council considers a motion to award the 2014 Sidewalk Improvements contract to the lowest responsive, responsible bidder Snorek Construction, at an estimated cost of \$184,575.00. (Project No. 13023) (Various Aldermanic Districts)

Background: The purpose of this project is to eliminate public sidewalk trip hazards in the city. The last public sidewalk improvements project was contracted out in 2012 and this addressed the north-central part of the city. This contract work covers the majority of the remaining portions of the city north of Oakwood Road.

On August 5, 2013 the Common Council rejected bids for the 2013 Sidewalk Improvements project and directed the Engineering Department to re-let a larger project in 2014 with additional quantities. This was based on having received just one bid with high unit prices. Therefore, the Engineering Department prepared plans and specifications for the project and the work was advertised. This is a unit price contract. The bids have been evaluated based on estimated quantities. The following three bids were received.

Contractor	Bid
Snorek Construction	\$184,575.00
Zenith Tech Inc.	\$199,785.00
Marvin Gleason	\$234,022.50

The unit bid prices received were at an acceptable level and it is the staff's recommendation that the Common Council accept the bids and award the contract to the lowest responsible bidder.

Fiscal Impact: There are sufficient funds available under Project No. 13023.

Prepared by:



Matthew J. Sullivan, P.E.
Design 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

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 22

Recommendation: That the Common Council considers a motion to award the W. Weatherly Drive reconstruction project with the concrete pavement alternate contract to the lowest responsive, responsible bidder, BCF Construction Corp, at an estimated cost of \$1,025,842.10 (Project No. 14034) (2nd Aldermanic District).

Background: The segment of W. Weatherly Drive between S. Wilding Drive and S. Waring Drive routinely floods and needs to be upgraded to a permanent roadway providing the Willow Heights and Creekside Manor subdivisions a wet weather access. The W. Weatherly Drive reconstruction project will replace the existing temporary roadway with an urban cross section elevated above the regional floodplain and a 52-foot wide structure across the North Branch of Oak Creek will be installed. The Engineering Department is recommending the concrete alternate be awarded because it matches in with the surrounding adjoining streets which are concrete. Also, the long term maintenance is less expensive; the concrete alternate bid is 3.6% more than the asphalt alternate bid. The Engineering Department prepared specifications and R.A. Smith prepared the plans for the project, and the work was advertised. This is a unit price contract, thus the bids have been evaluated based on estimated quantities. The following two bids were received.

Contractor	Bid- Asphalt	Bid- Concrete
BCF Construction Corp.	\$990,494.10	\$1,025,842.10
C.W. Purpero, Inc.	\$1,023,432.00	\$1,051,807.00

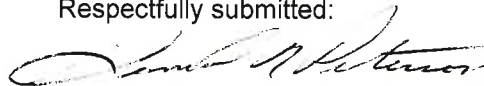
Fiscal Impact: This project will be funded through the 2014 CIP Project No. 14034, \$645,000, with \$300,000 coming from the \$3 million construction bond that was obtained in 2013, and a \$50,000 transfer from Project No. 09024 (Puetz to Forest Hill Drainage Improvements) and a \$47,250 transfer from Project No. 12021 (Weatherly Drive Design).

Prepared by:



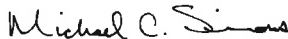
Philip J. Beiermeister, P.E.
Environmental Design Engineer

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 23

Recommendation: That the Common Council considers a motion to reject the bids for the 2014 Willow Creek paving project. (Project No. 14022)

Background: On June 17, 2014, the Common Council rejected the bids for the overall 2014 Annual Road Improvements project due to high unit prices and directed the Engineering Department to develop plans and specifications to be advertised for the Willow Creek subdivision paving only.

This would be a unit-price contract. There were two bids received on August 1, 2014:

Bidder	Bid
Payne & Dolan	\$223,454.75
Black Diamond	\$253,965.00

The bids received are an average increase of 15% from the original unit bids and an average increase of 55% from the Engineer's estimate. Once again, the asphalt prices were the main driver in the high bids, but the majority of the work items came in higher than the original unit prices and our estimates as well.

It is staff's recommendation that the Common Council reject the bids and consider staff's previous recommendation of combining 2014 Annual Road Improvements project with additional road segments. This would be budgeted for in 2015 in a larger bid package to be advertised for 2015 construction. Based on our evaluation of past unit price contract information, it is our belief based that a larger contract advertised early in 2015 should yield lower unit prices.

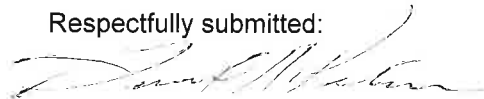
Fiscal Impact: None.

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, GMTW
Finance Director / Comptroller

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 24

Recommendation: That the Common Council adopts Resolution No. 11519-080414 accepting a temporary limited easement at 200 W. Drexel Avenue (Tax Key No. 782-9040) for the Drexel Town Square project. (Project No. 13051) (1st Aldermanic District)

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

This is the last of many temporary limited easements that are needed along the north side of Drexel Avenue for the development.

Owner	Property Address	Tax Key No.	Acquisition Type	Amount
Jon Clapper	200 W. Drexel Avenue	782-9040	TLE	\$0

Fiscal Impact: There are no costs associated with this TLE acquisition.

Approved by:



Michael C. Simmons, P.E.
City Engineer

Respectfully submitted:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11519-061714

BY: _____

RESOLUTION ACCEPTING A TEMPORARY LIMITED EASEMENT
200 W. DREXEL AVENUE (TAX KEY NO. 782-9040)
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, 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 owner listed below has signed the document granting the temporary limited easement,

Owner	Property Address	Tax Key No.	Acquisition Type	Amount
Jon Clapper	200 W. Drexel Avenue	782-9040	TLE	\$0

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached temporary limited easement is hereby accepted and the Mayor and City Clerk are hereby authorized to execute the same.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

President, Common Council

Approved this 4th day of August, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Document Number	Temporary Limited Easement Document Title	Recording Area
PROJECT NO.: 13051 RESOLUTION NO.: ADDRESS NO.: 200 W. Drexel Avenue	GRANTOR: Jon E. Clapper M/A: 3681 W. Jerelin Drive Franklin, WI 53132	
		Michael Simmons Engineering Department 8640 S. Howell Avenue Oak Creek, WI 53154 Name and Return Address

Tax Key No. 782-9040
Parcel Identification Number (PIN)

TEMPORARY LIMITED EASEMENT

THIS INDENTURE is made this _____ day of _____, 2014, by and between, Jon E. Clapper (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, 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.

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: JON E. CLAPPER

By: Jon E. Clapper
Jon E. Clapper

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this 16th day of July, 2014, the above-named Jon E. Clapper, to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.

Christa J. Miller
Notary Public, Milwaukee County, WI

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



GRANTEE: ONE WEST DREXEL LLC

By: 
JEROLD P. FRANKE, President WisPark LLC

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this 14th day of July, 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: 1-29-17



GRANTEE: CITY OF OAK CREEK

By: _____
STEPHEN SCAFFIDI, Mayor

By: _____
CATHERINE A. ROESKE, City Clerk

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2014, STEPHEN SCAFFIDI, Mayor, and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, as the deed of said municipal corporation, by its authority, pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2014.

Notary Public, Milwaukee County, WI

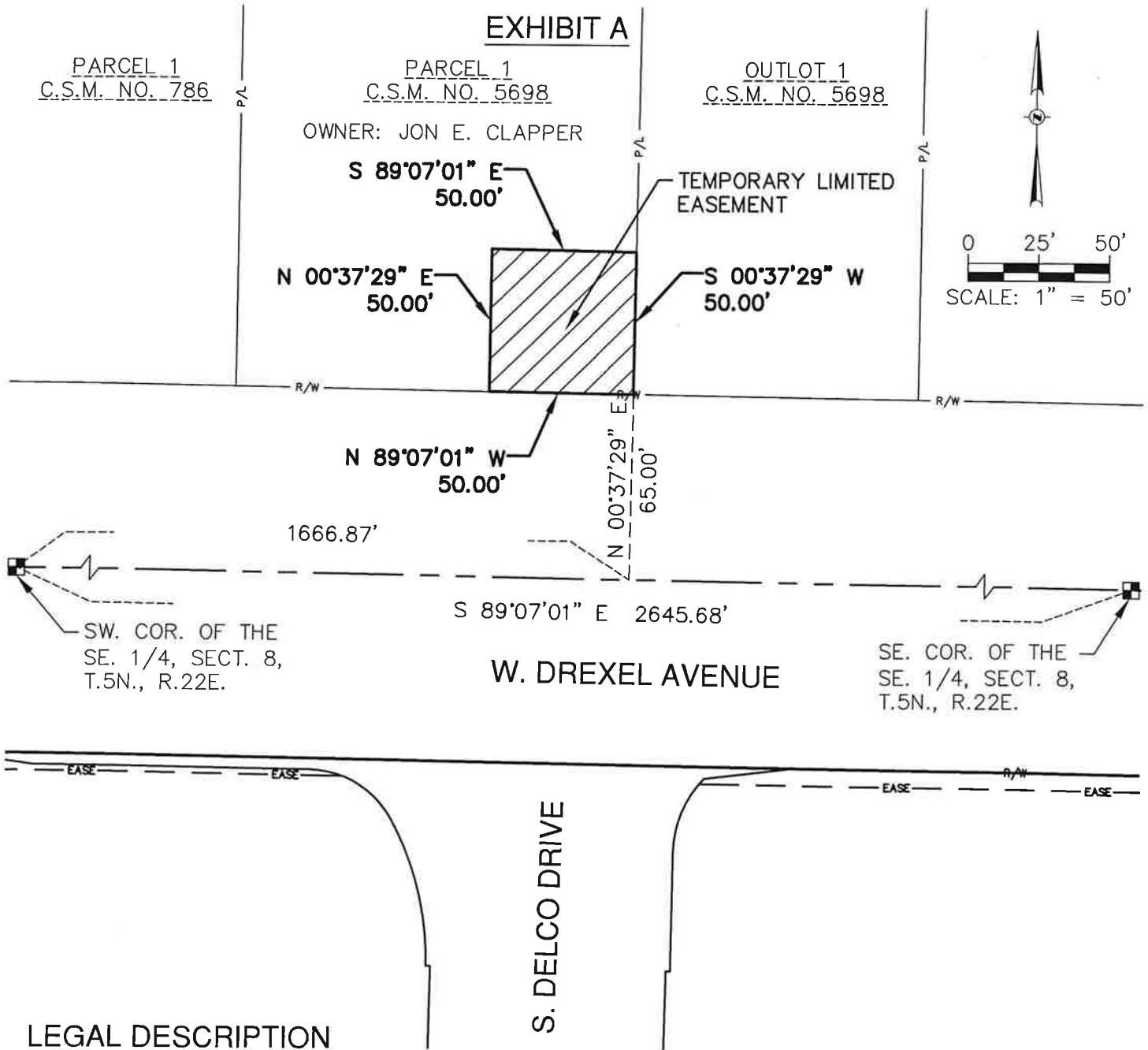
My commission expires: _____

This instrument was drafted by Michael C. Simmons, P.E., City Engineer.

Approved as to form by:

Lawrence J. Haskin, City Attorney
Notary Public
My commission is permanent.

EXHIBIT A



LEGAL DESCRIPTION

That part of Parcel 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, 1666.87 feet; thence North 00°37'29" 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, 50.00 feet; thence North 00°37'29" East, 50.00 feet; thence South 89°07'01" East, 50.00 feet; thence South 00°37'29" West, 50.00 feet to the point of beginning.

Containing 2,500 square feet (0.06 acres), more or less.



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

PROJECT TITLE: DREXEL TOWN SQUARE
 SHEET TITLE: JON E. CLAPPER

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 25

Recommendation: That the Common Council adopts Resolution No. 11520-080414 accepting a permanent cross access easement at 200 W. Drexel Avenue. (Tax Key No. 782-9040) (1st Aldermanic District)

Background: Development of Drexel Town Square (DTS) has necessitated that there be modifications to W. Drexel Avenue medians, turn lanes and intersections. This will affect access points for existing properties along the north side of Drexel Avenue.

The cross access easement would allow for the construction of a shared driveway access at 200 W. Drexel Avenue at the proposed signalized intersection of Drexel Ave./Delco Dr. This would provide safe and efficient access for both 200 W. Drexel Ave. (Jon Clapper's commercial property) and 170 W. Drexel Ave. (Oak Creek Water & Sewer Utility).

The property owner listed below has signed the cross access easement.

Owner	Property Address	Tax Key No.	Acquisition Type	Amount
Jon Clapper	200 W. Drexel Avenue	782-9040	Permanent Cross Access Easement	\$0

Fiscal Impact: There are no city costs associated with the acquisition of this permanent cross access easement. The easement outlines that the city will be responsible for maintenance and snow removal from the shared driveway approach and related public sidewalk.

Approved by:



Michael C. Simmons, P.E.
City Engineer

Respectfully submitted:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11520-061714

BY: _____

RESOLUTION ACCEPTING A PERMANENT CROSS ACCESS EASEMENT
200 W. DREXEL AVENUE

(TAX KEY NO. 782-9040)

(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 Drexel Avenue reconstruction work will affect current access points to existing properties along the north side of the road; and

WHEREAS, a cross access shared driveway has been designed which would address concerns expressed by the Oak Creek Water and Sewer Utility, 170 W. Drexel Avenue, regarding said access modifications; and

WHEREAS, a permanent cross access easement would be required to allow for the perpetual placement and use of a shared driveway for 170 and 200 W. Drexel Avenue; and

WHEREAS, the property owner listed below has signed the document granting the permanent cross access easement,

Owner	Property Address	Tax Key No.	Acquisition Type	Amount
Jon Clapper	200 W. Drexel Avenue	782-9040	Permanent Cross Access Easement	\$0

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached permanent cross access easement is hereby accepted and the Mayor and City Clerk are hereby authorized to execute the same.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

President, Common Council

Approved this 4th day of August, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Document Number	Cross Access Easement Document Title	Recording Area
PROJECT NO.: 13051 RESOLUTION NO.: ADDRESS NO.: 200 W. Drexel Avenue		
GRANTOR: M/A:	Jon E. Clapper 3681 W. Jerelin Drive Franklin, WI 53132	Michael Simmons City of Oak Creek - Engineering Department 8640 S. Howell Avenue Oak Creek, WI 53154 Name and Return Address

Tax Key No. 782-9040
Parcel Identification Number (PIN)

CROSS ACCESS EASEMENT

THIS INDENTURE, made this _____ day of _____, 2014, by and between, Jon E. Clapper (hereinafter referred to as "Grantor"), and the City of Oak Creek, a Wisconsin municipal corporation (hereinafter referred to as "Grantee");

Grantor does hereby grant to Grantee a permanent cross access easement for the right of ingress and egress for Grantee's employees, patrons and all other visitors to Grantee's property, across the real property of Grantor in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as described and shown on Exhibit "A".

Grantee shall have the right and the responsibility to perform snow and ice removal, routine maintenance and reconstructions as necessary on the cross access driveway and related appurtenances (hereinafter referred to the "Facilities") within the easement. Grantee shall also be responsible for snow and ice removal from the public sidewalk serving the intersection along Grantor's property frontage.

Grantee shall have all rights and privileges reasonably necessary to clear the easement area of trees, limbs, undergrowth and other physical objects which, in the opinion of the Grantee, interfere with the safe and efficient installation, operation, or maintenance of the Facilities.

To have and to hold said easement unto the Grantee, and unto its successors and assigns forever.

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 permanent cross access agreement.

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

GRANTOR: JON E. CLAPPER

By: Jon E. Clapper
Jon E. Clapper

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this 16th day of July, 2014, the above-named Jon E. Clapper, to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.

Christa J. Miller
Notary Public, Milwaukee County, WI

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



GRANTEE: CITY OF OAK CREEK

By: _____
STEPHEN SCAFFIDI, Mayor

By: _____
CATHERINE A. ROESKE, City Clerk

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2014, STEPHEN SCAFFIDI, Mayor, and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, as the deed of said municipal corporation, by its authority, pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2014.

Notary Public, Milwaukee County, WI

My commission expires: _____

This instrument was drafted by Michael C. Simmons, P.E., City Engineer.

Approved as to form by:

Lawrence J. Haskin, City Attorney
Notary Public
My commission is permanent.

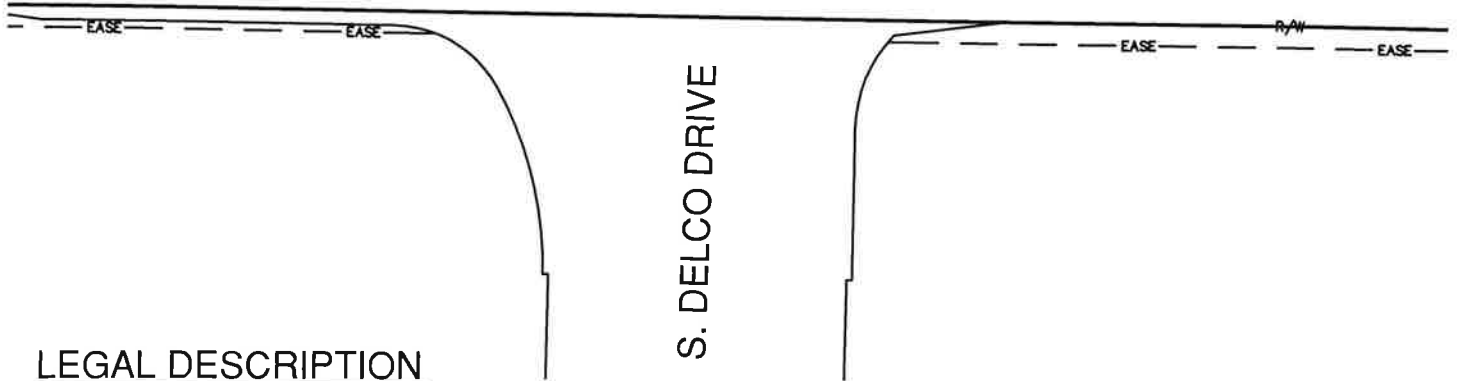
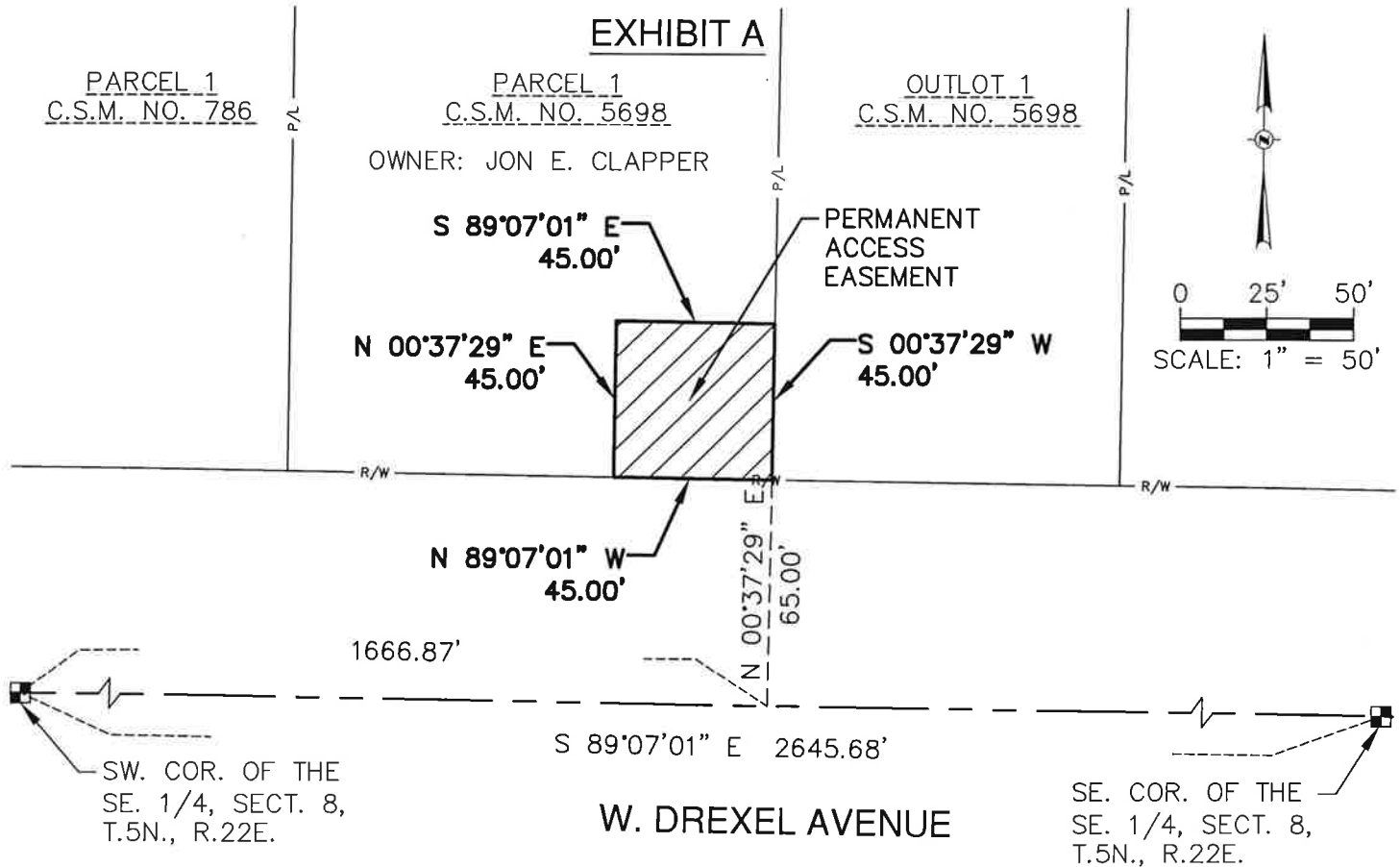
EXHIBIT A

PARCEL 1
C.S.M. NO. 786

PARCEL 1
C.S.M. NO. 5698

OUTLOT 1
C.S.M. NO. 5698

OWNER: JON E. CLAPPER



LEGAL DESCRIPTION

That part of Parcel 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;

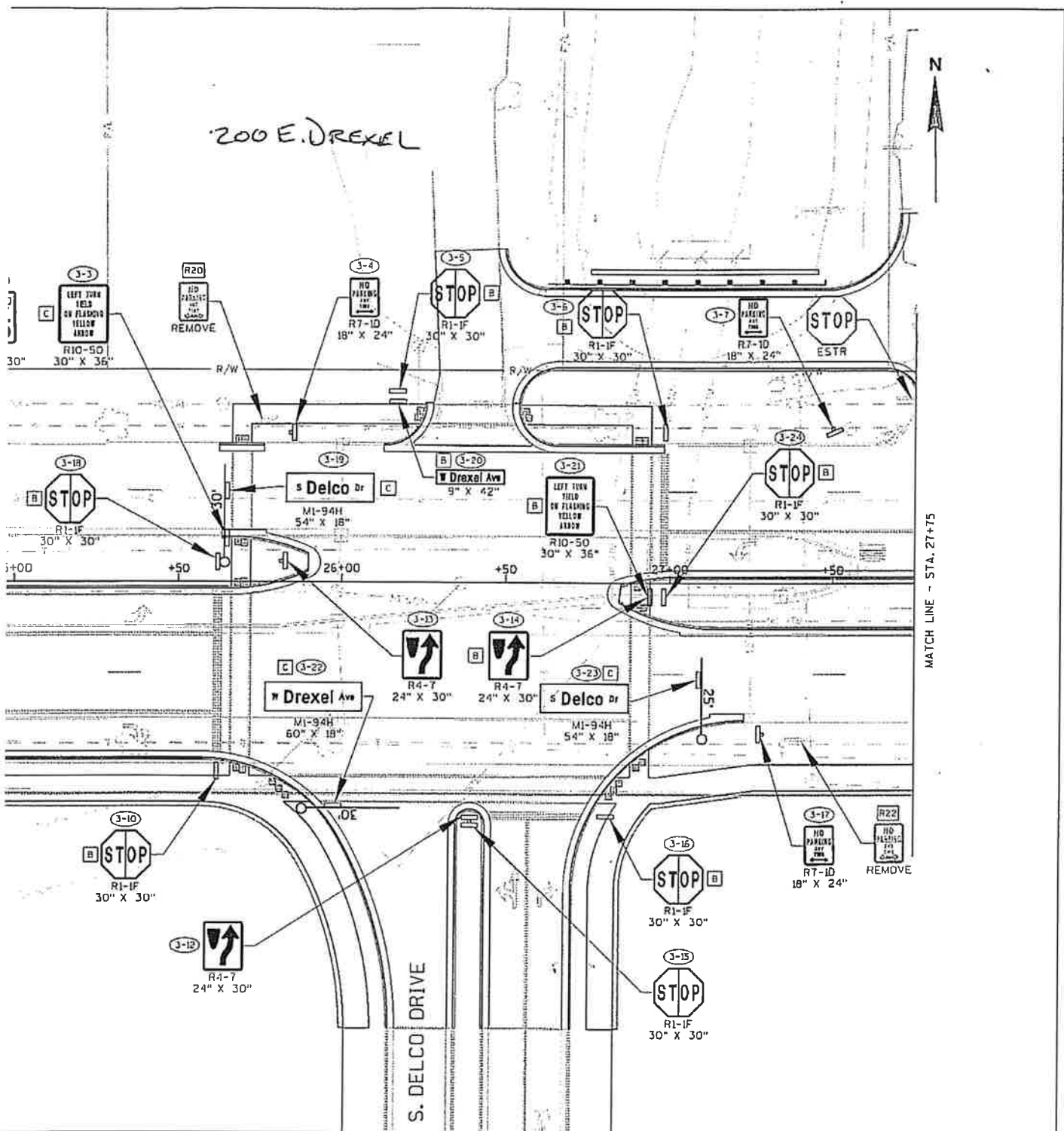
Commencing at the southwest corner of said Southeast 1/4, thence South 89°07'01" East, on and along the south line of said Southeast 1/4, 1666.87 feet; thence North 00°37'29" East, 65.00 feet to the point of beginning and the north right of way line of West Drexel Avenue; thence North 89°07'01" West, on and along said north right of way line, 45.00 feet; thence North 00°37'29" East, 45.00 feet; thence South 89°07'01" East, 45.00 feet; thence South 00°37'29" West, 45.00 feet to the point of beginning.

Containing 2,025 square feet (0.05 acres), more or less.



PROJECT NUMBER: 20121500.05
DATE: 7/9/14
SCALE: 1"=50'
REFERENCE SHEET:

PROJECT TITLE: DREXEL TOWN SQUARE
SHEET TITLE: JON E. CLAPPER



MATCH LINE - STA. 27+75

SA.
ST.
W.
G.
E.
T.
I.
TS.
PP.

EF
Corporate Center
1, Suite 401
1-1469

CITY OF OAK CREEK - ENGINEERING DEPARTMENT							
DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE	APPROVED BY	
ACO	4/17/14	ACJ	4/17/14	SLH	4/17/14	 <small>CITY ENGINEER</small> <small>DATE</small> <small>SCALE</small> <small>SHEET</small>	
DREXEL TOWN SQUARE						<small>PLAN HOR. 1" = 20'</small> <small>169</small> <small>PROFILE</small> <small>OF</small> <small>HOR. VER.</small> <small>282</small>	
REVISION BY		DATE		APPROVED BY COUNCIL RESOLUTION NO.		FILE NO: 13051-73D-2645	

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 26

Recommendation: That the Common Council considers adoption of Resolution No. 11524-080414, a resolution authorizing the rehabilitation of the remaining portion of the Puetz frontage road under the Oak Creek Water & Sewer Utility's Rowan Estates water main project. (4th Aldermanic District).

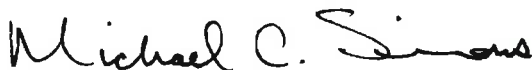
Background: The Oak Creek Water & Sewer Utility (OCWS) has a contract with UPI for replacing water mains within Rowan Estates Subdivision. Their plans have provisions for replacing the north half of the Puetz frontage road as restoration after the water main work.

With the road already disturbed due to the water main project, the Street Department took the opportunity to replace several deteriorated culverts across the frontage road. All this work has left the road needing an extensive amount of asphalt patching. The road was rated a 5 (on the PASER 1 to 10 rating scale) in the most recent inspection cycle. Considering all of this, the Street Department has recommended, and Engineering concurs, that now would be an appropriate time to repave the road full-width. This would bring the road to a 10 condition rating that would not require a large maintenance treatment for 15 to 20 years. The alternative is a road that has a significant amount of patching and residual cracked pavement that would likely be rated a 5 or a 6.

OCWS has committed about \$22,000 toward the restoration of the road related to their water main work. The estimated costs associated with this work are an extension of the bid prices OCWS had secured under their contract with UPI. The recommendation is for the Common Council to authorize the expenditure of the remaining \$28,000 necessary to complete the pavement restoration full width.

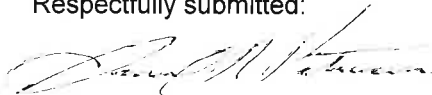
Fiscal Impact: \$760,692 was appropriated for this year's paving program in the 2014 CIP budget (Project Nos. 14019 and 14022). The paving program did not go forward this year due to high bids. This would be the suggested funding source for the estimated \$28,000 needed to pave the Puetz frontage road.

Approved by:



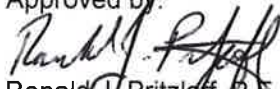
Michael C. Simmons, P.E.
City Engineer

Respectfully submitted:



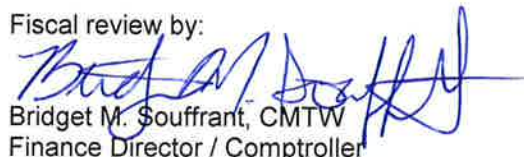
Gerald Peterson, ICMA-CM
City Administrator

Approved by:



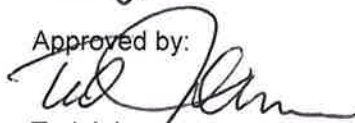
Ronald J. Pritzlaff, P.E.
Utility Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Approved by:



Ted Johnson
Director of Streets, Parks & Forestry

RESOLUTION NO. 11524-080414

BY: _____

**RESOLUTION OF AUTHORIZATION FOR THE REHABILITATION OF
THE REMAINING PORTION OF THE PUETZ FRONTAGE ROAD UNDER THE OAK CREEK
WATER & SEWER UTILITY'S ROWAN ESTATES WATER MAIN PROJECT**

(4TH ALDERMANIC DISTRICT)

WHEREAS, the Oak Creek Water & Sewer Utility (OCWS) is currently replacing a water main in the Puetz frontage road in Rowan Estates, and;

WHEREAS, OCWS has provisions for replacing approximately half of the road as pavement restoration related to said water main work at an estimated cost to OCWS of \$22,000, and;

WHEREAS, the Street Department has recently replaced several culverts under the frontage road, and;

WHEREAS, the frontage road is currently rated a 5 and would require extensive asphalt patching due to all of the recent construction work, and;

WHEREAS, the Street Department and Engineering Department recommend the expenditure of the remaining estimated \$28,000 to restore the asphalt pavement full width to bring the road rating up to a 10, and;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the expenditure for paving that portion necessary to complete a full width restoration of the Puetz frontage road is hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

President, Common Council

Approved this 4th day of August, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 27

Recommendation: That the Common Council adopts Resolution No. 11523-080414, a resolution vacating a sanitary sewer easement at OakView Business Park. (Tax Key No. 974-1003) (5th Aldermanic District)

Background: As part of the OakView Business Park development and on behalf of Jerry Franke, WisPark LLC, we are requesting the City vacate an existing sanitary sewer easement. The easement was dedicated to the public for sanitary sewer purposes in a document recorded in the Milwaukee County Register of Deeds office on July 26, 1984 as Document No. 5736988. The sanitary sewer line was revised and installed per the OakView Business Park Plan and a new sanitary easement was dedicated to the City via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225.


Fiscal Impact: None.

Prepared by:



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

Respectfully submitted:



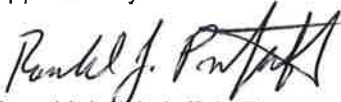
Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Approved by:



Ronald J. Pritzlaff, P.E.
Utility Engineer

Fiscal review by:



Bridget M. Spuffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11523-080414

BY: _____

**RESOLUTION VACATING A SANITARY SEWER EASEMENT
OAKVIEW BUSINESS PARK**

(TAX KEY NO. 974-1003)

(5TH ALDERMANIC DISTRICT)

WHEREAS, a sanitary sewer easement was granted to the City of Oak Creek, that was recorded in the Milwaukee County Register of Deeds on July 26, 1984 as Document No. 5736988 and located in the SE ¼ of the NW ¼ of Section 32, T5N, R22E, City of Oak Creek, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of said Northwest 1/4 section; thence North 01°02'39" West along the east line of said Northwest 1/4 section, 713.08 feet to the point of beginning; thence South 54°23'56" West, 60.71 feet to the east line of Parcel 1 of Certified Survey Map No. 3925; thence North 01°02'39" West along said east line, 24.04 feet; thence North 54°23'56" East, 60.71 feet to the east line of said Northwest 1/4 section; thence South 01°02'39" East along the said east line, 24.04 feet to the point of beginning.

Containing in all 1,202 square feet (0.0276 acre) of lands, more or less.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that said sanitary sewer easement is hereby vacated, and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to cause a certified copy of this resolution to be recorded 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 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

President, Common Council

Approved this 4th day of August, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

June 30, 2014

Brian L. Johnston P.E.
Development Engineer
City of Oak Creek
8640 S. Howell Ave.
Oak Creek, WI 53154

Subject: **Oakview Business Park**
Sanitary Sewer Easement Vacation

Mr. Johnston,

As part of the Oakview Business Park development and on behalf of Jerry Franke, Wispark LLC, we are submitting a request for the City of Oak Creek to vacate an existing Sanitary Sewer Easement. The easement was dedicated to the public for sanitary sewer purposes in a document recorded in the Milwaukee County Register of Deeds Office on July 26, 1984 as Document No. 5736988. The sanitary sewer line was revised and installed per Oakview Business Park Plan and a new sanitary easement, that reflected the installed sanitary sewer line, was dedicated to the city via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225. Enclosed are the meets and bounds description and exhibit of said existing sanitary sewer easement and Document No. 5736988 for your use and reference.

Please contact me at (262) 513-0666 or riz@jsdinc.com if you need additional information.

Thank You,
JSD Professional Services, Inc.


Rizal W. Iskandarsjach P.E., R.L.S.
Senior Staff Engineer

Cc: Jerry Franke, Wispark LLC
file

Sanitary Sewer Easement

Doc. No. 5736988

All that part of the Southeast 1/4 of the Northwest 1/4 of the Section 32, Township 5 North, Range 22 East, located in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as the follows:

Commencing at the Southeast corner of said Northwest 1/4 section; thence North 01°02'39" West along the east line of said Northwest 1/4 section, 713.08 feet to the point of beginning; thence South 54°23'56" West, 60.71 feet to the east line of Parcel 1 of Certified Survey Map No. 3925; thence North 01°02'39" West along said east line, 24.04 feet; thence North 54°23'56" East, 60.71 feet to the east line of said Northwest 1/4 section; thence South 01°02'39" East along the said east line, 24.04 feet to the point of beginning.

Containing in all 1,202 square feet (0.0276 acre) of lands, more or less.

1663 362

9.

81004

NW 32.5-22

EASEMENT

THIS INDENTURE, made this 16th day of May, A.D. 1984, by and between PPG INDUSTRIES, INC., a corporation duly organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, located at Pittsburgh, Pennsylvania, party of the first part, hereinafter referred to as "Grantor", and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, party of the second part, hereinafter referred to as "Grantee";

W I T N E S S E T H :

Grantor, for a valuable consideration, the sufficiency and receipt whereof is hereby acknowledged, does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary a sanitary sewer with appurtenances in, under, over and across the following described parcel of real property of Grantor in the City of Oak Creek, County of Milwaukee and State of Wisconsin, more particularly described as follows:

Part of the Northwest 1/4 of Section 32, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said 1/4 Section; thence North 01° 03' 37" West along the East line of said 1/4 Section, 713.08 feet to the point of beginning of the lands hereinafter described; thence continuing North 01° 03' 37" West, 24.04 feet; thence South 54° 22' 58" West, 60.71 feet; thence South 01° 03' 37" East, 24.04 feet; thence North 54° 22' 58" East, 60.71 feet to the point of beginning.

Together with the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of the installation, maintenance and repair of the aforesaid sanitary sewer and appurtenances thereto.

DOC # 5736988
RECORD 8.00

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

5736988

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 11:33 AM

JUL 26 1984

REEL Kelo 3 PAGE 362 to 364 incl.
Walter G. ... REGISTER OF DEEDS

Easement in pt. parcel 2 C.S.M. #3925
5736988
800

The Grantor reserves the right, to itself, its successors and assigns, to have the full use and enjoyment of the aforesaid premises except as to the rights herein granted.

The said sanitary sewer shall be maintained and kept in good order and condition at the expense of the Grantee.

That in the construction, operation, maintenance and reconstruction of the sanitary sewer, so much of the surface or subsurface of said land, or superstructure now or hereafter placed on said land, as may be disturbed will, at the expense of the Grantee, be replaced in substantially the same condition as it was prior to such disturbance.

If the premises herein are discontinued or abandoned for the purposes granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantor, its successors and assigns. In such event, Grantee agrees to reconvey by Quit Claim deed to Grantor, its successors and assigns, the premises described herein.

The Grantee shall and does hereby agree to indemnify and save harmless the Grantor, its successors and assigns, from any and all loss or damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith, however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid sanitary sewer and appurtenances thereto.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by A. W. B. VOS, its Vice-President, and countersigned by ROSE M. PECORA, its Assistant Secretary, at Pittsburgh, Pennsylvania, and its corporate seal to be hereby affixed, the day and year first above written.

In presence of:

Elaine Falena
Elaine Falena

Thomas L. Butera
Thomas L. Butera

PPG INDUSTRIES, INC.

By: *A. W. B. Vos*
A. W. B. Vos, Vice-President

PPG INDUSTRIES, INC.
Countersigned by:
Rose M. Pecora
Rose M. Pecora, Assistant Secretary

663 364

COMMONWEALTH OF PENNSYLVANIA)
(SS.
ALLEGHENY COUNTY)

Personally came before me this 16th day of May, A.D.
1984, A. W. D. VOS, Vice-President, and ROSE M. PECORA,
Assistant Secretary of the above named corporation, to me known to be the per-
sons who executed the foregoing instrument, and to me known to be such Vice-
President and Secretary of said corporation, and acknowledged that they ex-
ecuted the foregoing instrument as such officers as the deed of said corporation,
by its authority.

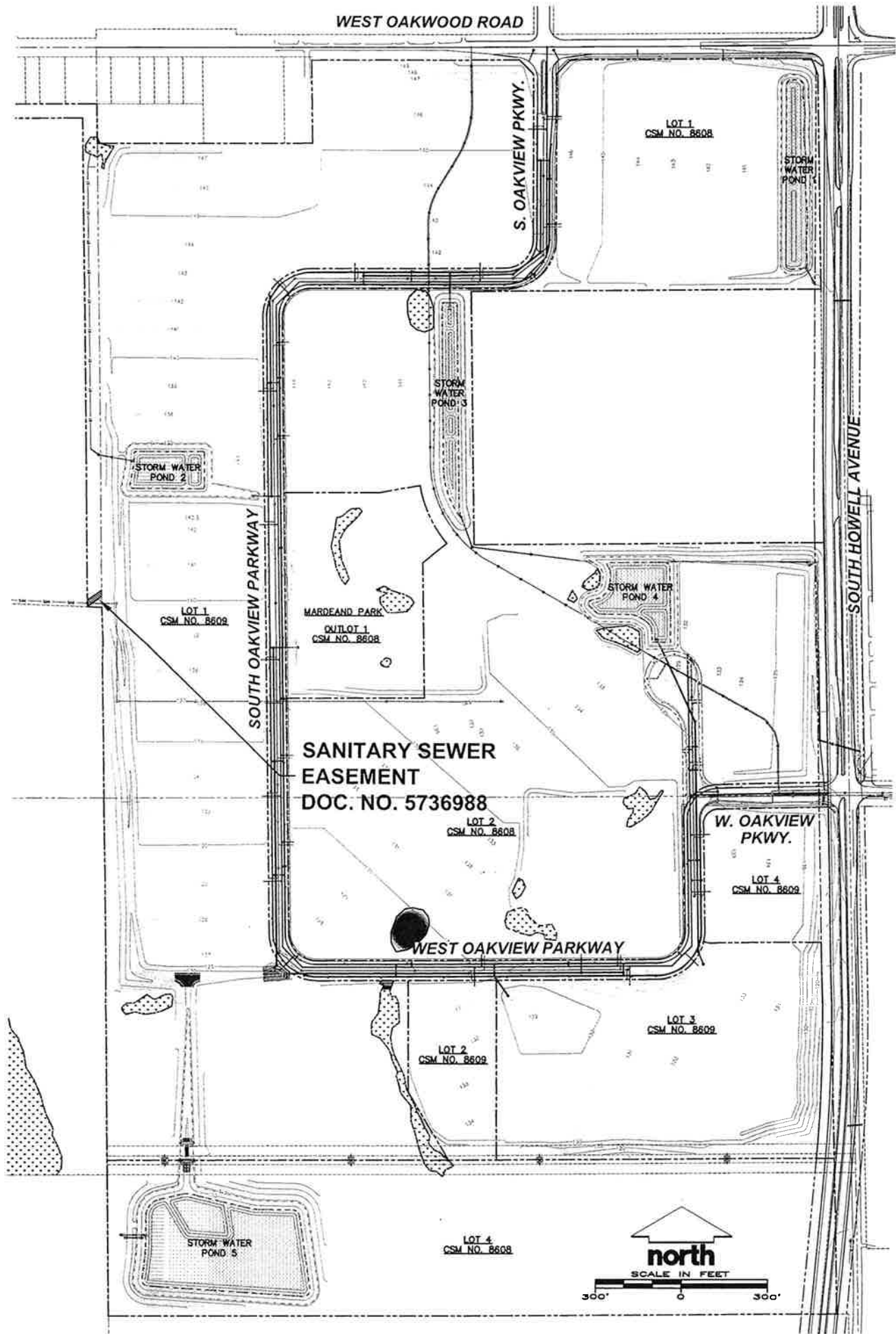
Vicki L. Bowers
Vicki L. Bowers
Notary Public, Allegheny County, PA
My commission expires: July 27, 1988

VICKI L. BOWERS
Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 27, 1988

This instrument was drafted by:

Hilton S. Bedusek
Attorney at Law

**SANITARY SEWER EASEMENT
DOC. NO. 5736988**



City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 28

Recommendation: That the Common Council adopts Resolution No. 11525-080414, a resolution vacating a sanitary sewer easement at OakView Business Park. (Tax Key No. 974-1003) (5th Aldermanic District)

Background: As part of the OakView Business Park development and on behalf of Jerry Franke, WisPark LLC, we are requesting the City vacate an existing sanitary sewer easement. The easement was dedicated to the public for sanitary sewer purposes in a document recorded in the Milwaukee County Register of Deeds office on July 26, 1984 as Document No. 5736989. The sanitary sewer line was revised and installed per the OakView Business Park Plan and a new sanitary easement was dedicated to the City via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225.

Fiscal Impact: None.

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

Approved by:



Ronald J. Pritzlaff, P.E.
Utility Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11525-080414

BY: _____

RESOLUTION VACATING A SANITARY SEWER EASEMENT
OAKVIEW BUSINESS PARK

(TAX KEY NO. 974-1003)

(5TH ALDERMANIC DISTRICT)

WHEREAS, a sanitary sewer easement was granted to the City of Oak Creek, that was recorded in the Milwaukee County Register of Deeds on July 26, 1984 as Document No. 5736989 and located in the SE ¼ of the NW ¼ of Section 32, T5N, R22E, City of Oak Creek, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Northeast 1/4 section; thence South 89°35'59" West, 1311.30 feet; thence North 01°05'31" West, 811.33 feet to the point of beginning and a point on a curve; thence northwesterly 425.15 feet along the arc of said curve to the right, whose radius is 437.02 feet and whose chord bears North 28°57'42" West, 408.58 feet to a point of tangency; thence North 01°05'31" West, 76.43 feet; thence North 89°44'22" East, 66.00 feet; thence South 01°05'31" East, 76.43 feet to a point of curve; thence southeasterly 313.83 feet along arc of said curve to the left, whose radius is 371.02 feet and whose chord bears South 25°19'26" East , 304.56 feet; thence South 01°05'36" East, 82.51feet to the point of beginning.

Containing in all 29,304 square feet (0.6727 acre) of land more or less.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that said sanitary sewer easement is hereby vacated, and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to cause a certified copy of this resolution to be recorded 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 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

President, Common Council

Approved this 4th day of August, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

June 30, 2014

Brian L. Johnston
Development Engineer
City of Oak Creek
8640 S. Howell Ave.
Oak Creek, WI 53154

Subject: **Oakview Business Park**
Sanitary Sewer and Watermain Easement Vacation

Mr. Johnston,

As part of the Oakview Business Park development and on behalf of Jerry Franke, Wispark LLC, we are submitting a request for the City of Oak Creek to vacate an existing Sanitary Sewer and Watermain Easement. The easement was dedicated to the public for such purposes in a document recorded in Milwaukee County Register's Office on July 26, 1984 as Document No. 5736989. Sanitary sewer line was not installed within the easement area. A new watermain easement, that reflected the existing watermain line, was dedicated to the city via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225. Enclosed are the meets and bounds description and exhibit of said sanitary easement and watermain easement and Document No. 5736989 for your use and reference.

Please contact me at (262) 513-0666 or riz@jsdinc.com if you need additional information.

Thank You,
JSD Professional Services, Inc.


Rizal W. Iskandarsjach P.E., R.L.S.
Senior Staff Engineer

Cc: Jerry Franke, Wispark LLC
file

Sanitary Sewer and Watermain Easement

Doc. No. 5736989

All that part of the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 5 North, Range 22 East, located in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of said Northeast 1/4 section; thence South 89°35'59" West, 1311.30 feet; thence North 01°05'31" West, 811.33 feet to the point of beginning and a point on a curve; thence northwesterly 425.15 feet along the arc of said curve to the right, whose radius is 437.02 feet and whose chord bears North 28°57'42" West, 408.58 feet to a point of tangency; thence North 01°05'31" West, 76.43 feet; thence North 89°44'22" East, 66.00 feet; thence South 01°05'31" East, 76.43 feet to a point of curve; thence southeasterly 313.83 feet along arc of said curve to the left, whose radius is 371.02 feet and whose chord bears South 25°19'26" East, 304.56 feet; thence South 01°05'36" East, 82.51 feet to the point of beginning.

Containing in all 29,304 square feet (0.6727 acre) of land more or less.

REEL 1663 PAGE 365

81004

EASEMENT

THIS INDENTURE, made this 9 day of May, A.D. 1984, by and between FREDERICK J. HOFMEISTER, party of the first part, hereinafter referred to as "Grantor", and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor, for a valuable consideration, the sufficiency and receipt whereof is hereby acknowledged, does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary sanitary sewer and watermain with appurtenances in, under, over and across the real property of Grantor in the City of Oak Creek, County of Milwaukee and State of Wisconsin, more particularly described as follows:

Part of the Northeast 1/4 of Section 32, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, State of Wisconsin bounded and described as follows: Commencing at the Southeast corner of said 1/4 Section; thence South 89° 35' 59" West, 1311.30 feet to a point; thence North 01° 05' 31" West, 811.33 feet to the point of beginning of the lands herein described; thence Northwesterly 425.15 feet on the arc of a curve whose center lies to the East, whose radius is 437.02 feet and whose chord bears North 28° 57' 42" West, 408.58 feet to a point; thence North 01° 05' 31" West, 76.43 feet to a point; thence North 89° 44' 22" East, 66.00 feet to a point; thence South 01° 05' 31" East, 76.43 feet to a point; thence Southeasterly 313.83 feet on the arc of a curve whose center lies to the East, whose radius is 371.02 feet and whose chord bears South 25° 19' 26" East, 304.56 feet to a point; thence South 01° 05' 31" East, 83.47 feet to the point of beginning of the lands described.

MC # 5736989 RECORD 8.00

Together with the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of the installation, maintenance and repair of the aforesaid sanitary sewer and watermain and appurtenances thereto.

5736989

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 10:28 AM '84

JUL 26 1984 365 to
REEL 1663 PAGE 367 incl.
Walter Campbell REGISTER OF DEEDS

Basement in pt. A etc. Al.

NE 32-5-22

DOC # 5736989

5736989
200

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

The Grantor reserves the right, to himself and his heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises except as to the rights herein granted.

The said sanitary sewer and watermain shall be maintained and kept in good order and condition at the expense of the Grantee.

That in the construction, operation, maintenance and reconstruction of the sanitary sewer and watermain, so much of the surface or subsurface of said land, or superstructure now, or hereafter placed on said land, as may be disturbed will, at the expense of the Grantee, be replaced in substantially the same condition as it was prior to such disturbance.

If the premises herein are discontinued or abandoned for the purposes granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantor, his heirs, personal representatives, successors and assigns. In such event, Grantee agrees to reconvey by Quit Claim deed to Grantor, his heirs, personal representatives, successors and assigns, the premises described herein.

The Grantee shall and does hereby agree to indemnify and save harmless, the Grantor, his heirs, personal representatives, successors and assigns, from any and all loss or damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith, however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid sanitary sewer and watermain and appurtenances thereto.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

In presence of:

Gail Voss
Gail Voss


Patricia Holman
Patricia Holman

Frederick J. Holzmeister
Frederick J. Holzmeister

SH 1663 367

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 7th day of May, A.D. 1984,
the above named FREDERICK J. HOFMEISTER, to me known to be the person who ex-
ecuted the foregoing instrument and acknowledged the same.


Lois M. Arsand
Notary Public, Milwaukee County, Wisconsin
My commission expires

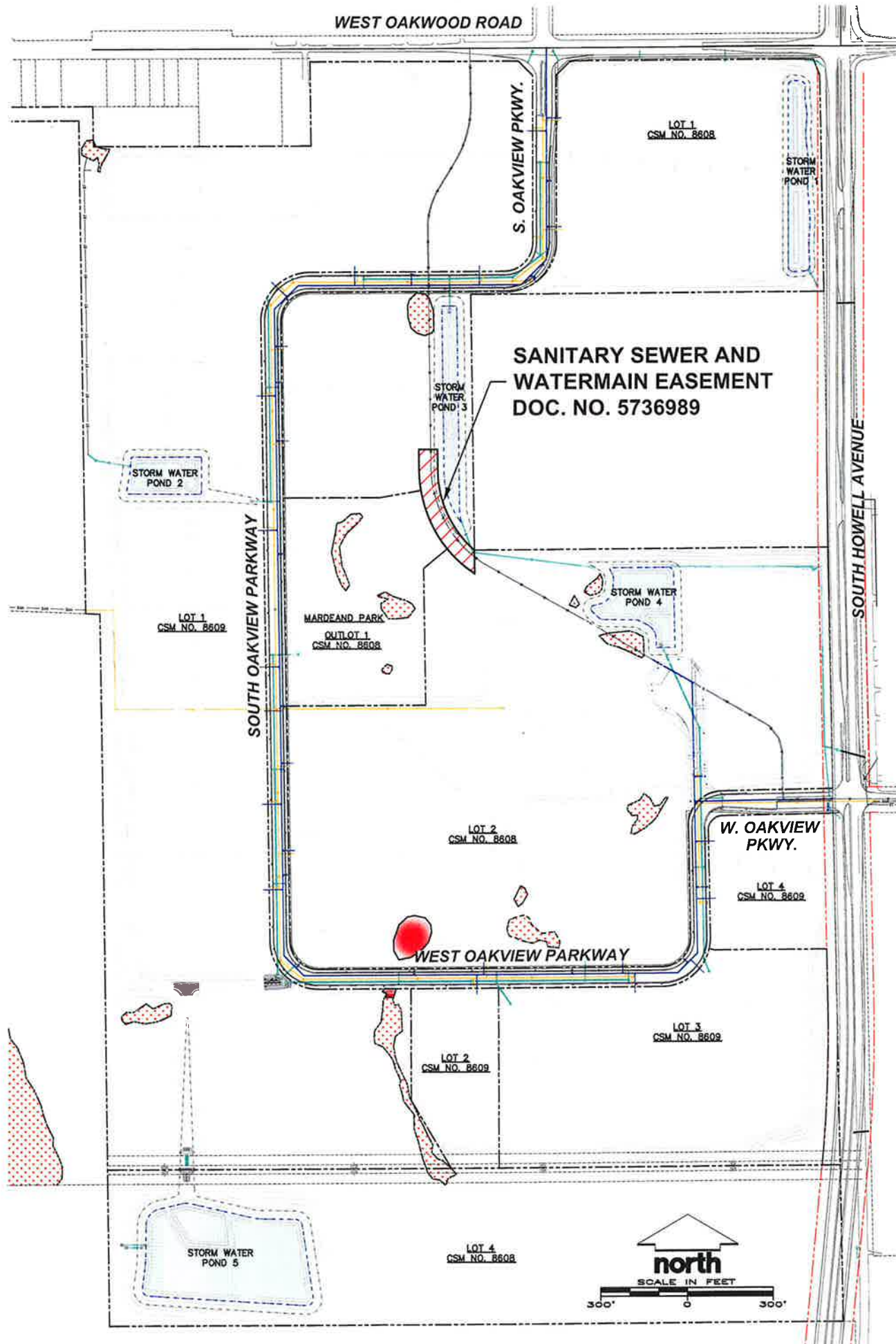


This instrument was drafted by:

Milton S. Redusak
Attorney at Law

**SANITARY SEWER AND WATER MAIN EASEMENT
DOC. NO. 5736989**

28



City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 29

Recommendation: That the Common Council adopts Resolution No. 11526-080414, a resolution vacating a sanitary sewer easement at OakView Business Park. (Tax Key No. 974-1003) (5th Aldermanic District)

Background: As part of the OakView Business Park development and on behalf of Jerry Franke, WisPark LLC, we are requesting the City vacate an existing sanitary sewer easement. The easement was dedicated to the public for sanitary sewer purposes in a document recorded in the Milwaukee County Register of Deeds office on July 26, 1984 as Document No. 5736990. The sanitary sewer line was revised and installed per the OakView Business Park Plan and a new sanitary easement was dedicated to the City via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225.

Fiscal Impact: None.

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

Approved by:



Ronald J. Pritzlaff, P.E.
Utility Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11526-080414

BY: _____

**RESOLUTION VACATING A SANITARY SEWER EASEMENT
OAKVIEW BUSINESS PARK**

(TAX KEY NO. 974-1003)

(5TH ALDERMANIC DISTRICT)

WHEREAS, a sanitary sewer easement was granted to the City of Oak Creek, that was recorded in the Milwaukee County Register of Deeds on July 26, 1984 as Document No. 5736990 and located in the SE ¼ of the NW ¼ of Section 32, T5N, R22E, City of Oak Creek, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of said Northeast 1/4 section; thence North 01°02'39" West along the west line of said Northeast 1/4 section, 714.86 feet to the point of beginning; thence continue North 01°02'39" West along said west line, 20.00 feet; thence North 89°45'20" East, 150.00 feet; thence North 01°02'39" West, 515.00 feet; thence North 89° 45'20" East, 60.00 feet; thence South 01°02'39" East, 535.00 feet; thence South 89°45'20", 210.00 feet to the point of beginning.

Containing in all 35,097 square feet (0.8057 acre) of lands, more or less.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that said sanitary sewer easement is hereby vacated, and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to cause a certified copy of this resolution to be recorded 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 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

President, Common Council

Approved this 4th day of August, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

June 30, 2014

Brian L. Johnston P.E.
Development Engineer
City of Oak Creek
8640 S. Howell Ave.
Oak Creek, WI 53154

Subject: Oakview Business Park
Sanitary Sewer Easement Vacation

Mr. Johnston,

As part of the Oakview Business Park development and on behalf of Jerry Franke, Wispark LLC, we are submitting a request for the City of Oak Creek to vacate an existing Sanitary Sewer Easement. The easement was dedicated to the public for sanitary sewer purposes in a document recorded in the Milwaukee County Register of Deeds Office on July 26, 1984 as Document No. 5736990. The sanitary sewer line was revised and installed per Oakview Business Park Plan and a new sanitary easement, that reflected the installed sanitary sewer line, was dedicated to the city via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225. Enclosed are the meets and bounds description and exhibit of said existing sanitary sewer easement and Document No. 5736990 for your use and reference.

Please contact me at (262) 513-0666 or riz@jsdinc.com if you need additional information.

Thank You,
JSD Professional Services, Inc.


Rizal W. Iskandarsjach P.E., R.L.S.
Senior Staff Engineer

Cc: Jerry Franke, Wispark LLC
file

Sanitary Sewer Easement

Doc. No. 5736990

All that part of the Southwest 1/4 of the Northeast 1/4 of the Section 32, Township 5 North, Range 22 East, located in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as the follows:

Commencing at the Southwest corner of said Northeast 1/4 section; thence North 01°02'39" West along the west line of said Northeast 1/4 section, 714.86 feet to the point of beginning; thence continue North 01°02'39" West along said west line, 20.00 feet; thence North 89°45'20" East, 150.00 feet; thence North 01°02'39" West, 515.00 feet; thence North 89° 45'20" East, 60.00 feet; thence South 01°02'39" East, 535.00 feet; thence South 89°45'20", 210.00 feet to the point of beginning.

Containing in all 35,097 square feet (0.8057 acre) of lands, more or less.

REEL 1663 368

81004

ME 32-5-22

EASEMENT

THIS INDENTURE, made this 7 day of May, A.D. 1984,
by and between FREDERICK J. HOFMEISTER, party of the first part, hereinafter
referred to as "Grantor", and the CITY OF OAK CREEK, a municipal corporation
of the State of Wisconsin, party of the second part, hereinafter referred to
as "Grantee";

WITNESSETH:

Grantor, for a valuable consideration, the sufficiency and
receipt whereof is hereby acknowledged, does hereby grant to the Grantee an
easement to construct, maintain, operate and reconstruct where necessary a
sanitary sewer with appurtenances in, under, over and across the real property
of Grantor in the City of Oak Creek, County of Milwaukee and State of Wis-
consin, more particularly described as follows:

Part of the Northeast 1/4 of Section 32, Town 5
North, Range 22 East, City of Oak Creek, Milwaukee
County, State of Wisconsin, bounded and described
as follows: Commencing at the Southwest corner of
said 1/4 Section; thence N 01° 03' 37" West, 714.86
feet to the point of the lands hereinafter described;
thence continuing N 01° 03' 37" West, 20.00 feet;
thence N 89° 44' 22" East, 150.00 feet; thence N 01°
03' 37" West, 515.00 feet; thence N 89° 44' 22" East,
60.00 feet; thence S 01° 03' 37" East, 535.00 feet;
thence S 89° 44' 22" West, 210.00 feet to the point
of beginning.

5736990
REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 3:55 AM

JUL 26 1984 368 to
REEL 1663 IMAGE 310 incl
Walter Engel REGISTER
OF DEEDS

Together with the right to enter upon and to pass and repass over
and along the aforesaid land whenever and wherever necessary for the purpose
of the installation, maintenance and repair of the aforesaid sanitary sewer
and appurtenances thereto.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee
and unto its successors and assigns forever.

REC # 5736990 #
RECORD 8.00

The Grantor reserves the right, to himself and his heirs, personal
representatives, successors and assigns, to have the full use and enjoyment
of the aforesaid premises except as to the rights herein granted.

0669385

The said sanitary sewer shall be maintained and kept in good order and condition at the expense of the Grantee.

That in the construction, operation, maintenance and reconstruction of the sanitary sewer, so much of the surface or subsurface of said land, or superstructure now, or hereafter placed on said land, as may be disturbed will, at the expense of the Grantee, be replaced in substantially the same condition as it was prior to such disturbance.

If the premises herein are discontinued or abandoned for the purposes granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantor, his heirs, personal representatives, successors and assigns. In such event, Grantee agrees to reconvey by Quit Claim Deed to Grantor, his heirs, personal representatives, successors and assigns, the premises described herein.

The Grantee shall and does hereby agree to indemnify and save harmless the Grantor, his heirs, personal representatives, successors and assigns, from any and all loss or damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith, however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid sanitary sewer and appurtenances thereto.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

In presence of:

Carl Voss
Carl Voss

Frederick J. Hofmeister
Frederick J. Hofmeister

Patricia Holzman
Patricia Holzman

STATE OF WISCONSIN
(SS.
MILWAUKEE COUNTY)

Personally came before me this 1st day of May, A.D. 1984,
the above named FREDERICK J. BOPNEISTER, to me known to be the person who ex-
ecuted the foregoing instrument and acknowledged the same.

[Signature]
Lois H. Arsand
Notary Public, Milwaukee County, Wisconsin
My commission expires
6-1-87



This instrument was drafted by:
Milton S. Bedusak
Attorney at Law

2651.87 N. 1°03'47" W

1401.77

Easement

300.000

284.726

150°
150°

AI

351.158

438.000

4280.020

1.481.022

**SANITARY SEWER EASEMENT
DOC. NO. 5736990**

29

WEST OAKWOOD ROAD

**SANITARY SEWER
EASEMENT
DOC. NO. 5736990**

S. OAKVIEW PKWY.

LOT 1
CSM NO. 8608

STORM
WATER
POND 1

STORM
WATER
POND 3

STORM WATER
POND 2

LOT 1
CSM NO. 8608

SOUTH OAKVIEW PARKWAY

MARDEAND PARK

OUTLOT 1
CSM NO. 8608

STORM WATER
POND 4

SOUTH HOWELL AVENUE

LOT 2
CSM NO. 8608

W. OAKVIEW
PKWY.

LOT 4
CSM NO. 8608

WEST OAKVIEW PARKWAY

LOT 3
CSM NO. 8608

LOT 2
CSM NO. 8608

STORM WATER
POND 5

LOT 4
CSM NO. 8608



City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 30

Recommendation: That the Common Council adopts Resolution No. 11527-080414, a resolution vacating a sanitary sewer easement at OakView Business Park. (Tax Key No. 974-1003) (5th Aldermanic District)

Background: As part of the OakView Business Park development and on behalf of Jerry Franke, WisPark LLC, we are requesting the City vacate an existing sanitary sewer easement. The easement was dedicated to the public for sanitary sewer purposes in a document recorded in the Milwaukee County Register of Deeds office on July 26, 1984 as Document No. 5736991. The sanitary sewer line was revised and installed per the OakView Business Park Plan and a new sanitary easement was dedicated to the City via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225.

Fiscal Impact: None.

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

Approved by:



Ronald J. Pritzlaff, P.E.
Utility Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11527-080414

BY: _____

**RESOLUTION VACATING A SANITARY SEWER EASEMENT
OAKVIEW BUSINESS PARK**

(TAX KEY NO. 974-1003)

(5TH ALDERMANIC DISTRICT)

WHEREAS, a sanitary sewer easement was granted to the City of Oak Creek, that was recorded in the Milwaukee County Register of Deeds on July 26, 1984 as Document No. 5736991 and located in the SE ¼ of the NW ¼ of Section 32, T5N, R22E, City of Oak Creek, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the northeast corner of said Northeast 1/4 section; thence South 89°44'40" West along the north line of said Northeast 1/4 section, 1,276.88 feet; thence South 01°05'13" East, 33.00 feet to the point of beginning; thence continuing South 01°05'13" East, 163.18 feet to a point of curve; thence southwesterly 162.20 feet along the arc of said curve to the right, whose radius is 393.00 feet and whose chord bears South 10°44'12" West, 161.05 feet; thence North 01° 05' 13" West, 321.29 feet; thence North 89°44'40" East, 33.00 feet to the point of beginning.

Containing in all 8,891 square feet (0.2041 acre) of land, more or less.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that said sanitary sewer easement is hereby vacated, and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to cause a certified copy of this resolution to be recorded 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 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

Approved this 4th day of August, 2014.

President, Common Council

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

June 30, 2014

Brian L. Johnston
Development Engineer
City of Oak Creek
8640 S. Howell Ave.
Oak Creek, WI 53154

Subject: Oakview Business Park
Sanitary Sewer and Watermain Easement Vacation

Mr. Johnston,

As part of the Oakview Business Park development and on behalf of Jerry Franke, Wispark LLC, we are submitting a request for the City of Oak Creek to vacate an existing Watermain Easement. The easement was dedicated to the public for such purposes in a document recorded in Milwaukee County Register's Office on July 26, 1984 as Document No. 5736991. The existing water main line was abandoned and a new water main line was installed per Oakview Business Park Plan within the new South Oakview Parkway right of way. Enclosed are the meets and bounds description and exhibit of said watermain easement and Document No. 5736991 for your use and reference.

Please contact me at (262) 513-0666 or riz@jsdinc.com if you need additional information.

Thank You,
JSD Professional Services, Inc.


Rizal W. Iskandarsjach P.E., R.L.S.
Senior Staff Engineer

Cc: Jerry Franke, Wispark LLC
file

Watermain Easement

Doc. No. 5736991

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 5 North, Range 22 East, located in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of said Northeast 1/4 section; thence South 89°44'40" West along the north line of said Northeast 1/4 section, 1,276.88 feet; thence South 01°05'13" East, 33.00 feet to the point of beginning; thence continuing South 01°05'13" East, 163.18 feet to a point of curve; thence southwesterly 162.20 feet along the arc of said curve to the right, whose radius is 393.00 feet and whose chord bears South 10°44'12" West, 161.05 feet; thence North 01° 05' 13" West, 321.29 feet; thence North 89°44'40" East, 33.00 feet to the point of beginning.

Containing in all 8,891 square feet (0.2041 acre) of land, more or less.

Easement in pt B LN

REEL 1663 PAGE 371

81004

NE 32-5-22

EASEMENT

THIS INDENTURE, made this 10th day of May, A.D. 1984, by and between ROLAND DITTMAR, party of the first part, hereinafter referred to as "Grantor", and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor, for a valuable consideration, the sufficiency and receipt whereof is hereby acknowledged, does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary a watermain with appurtenances in, under, over and across the real property of Grantor in the City of Oak Creek, County of Milwaukee and State of Wisconsin, more particularly described as follows:

Part of the Northeast 1/4 of Section 32, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 44' 22" West along the North line of said 1/4 Section, 1276.88 feet to a point; thence South 01° 05' 31" East, 33.00 feet to the point of beginning of the lands herein described; thence continuing South 01° 05' 31" East, 163.18 feet to a point; thence Southwesterly 162.20 feet on the arc of a curve whose center lies to the Northwest, whose radius is 393.00 feet and whose chord bears South 10° 43' 54" West, 161.05 feet to a point; thence North 01° 05' 31" West, 320.82 feet to a point; thence North 89° 44' 22" East and parallel to the North line of said 1/4 Section, 33.00 feet to the point of beginning of the lands described.

5736991

REGISTER'S OFFICE
Milwaukee County, Wis. }
RECORDED APR 11 1984

JUL 26 1984 371 to
REEL 1663 IMAGE 373 incl.
W. H. B. B. REGISTER OF DEEDS

Together with the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of the installation, maintenance and repair of the aforesaid watermain and appurtenances thereto.

DOC # 5736991 RECORD 8.00

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

DOC # 5736991

5736991
208

The Grantor reserves the right, to himself and his heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises except as to the rights herein granted.

The said watermain shall be maintained and kept in good order and condition at the expense of the Grantee.

That in the construction, operation, maintenance and reconstruction of the watermain, so much of the surface or subsurface of said land, or superstructure now, or hereafter placed on said land, as may be disturbed will, at the expense of the Grantee, be replaced in substantially the same condition as it was prior to such disturbance.

If the premises herein are discontinued or abandoned for the purposes granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantor, his heirs, personal representatives, successors and assigns. In such event, Grantee agrees to reconvey by Quit Claim deed to Grantor, his heirs, personal representatives, successors and assigns, the premises described herein.

The Grantee shall and does hereby agree to indemnify and save harmless the Grantor, his heirs, personal representatives, successors and assigns, from any and all loss or damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith, however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid sanitary sewer and watermain and appurtenances thereto.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

In presence of:


James B. Kuhgrake


Roland Dittmar

REF. 1663 sec 373

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 10 day of May, A.D.
1984, the above named ROLAND DITTMAR, to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Patricia M. Boucher
Patricia M. Boucher
Notary Public, Milwaukee County, Wisconsin
My commission expires: 8/85
BOUCHER
STATE OF WISCONSIN

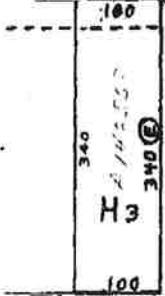
This instrument was drafted by:

Milton E. Badusak
Attorney at Law

E. 650

OAKWOOD

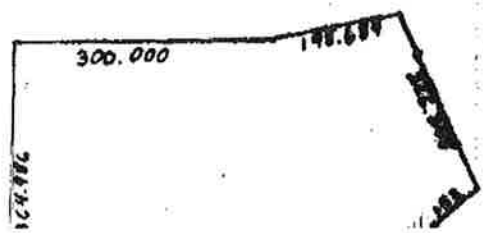
ROAD



← Easement

B.

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WATERMAIN EASEMENT
DOC. NO. 5736991

30

WEST OAKWOOD ROAD

WATERMAIN EASEMENT
DOC. NO. 5736991

S. OAKVIEW PKWY.

LOT 1
CSM NO. 8608

STORM WATER
POND 1

STORM
WATER
POND 3

STORM WATER
POND 2

SOUTH OAKVIEW PARKWAY

LOT 1
CSM NO. 8609

MARFEND PARK
OUTLOT 1
CSM NO. 8608

STORM WATER
POND 4

SOUTH HOWELL AVENUE

LOT 2
CSM NO. 8608

W. OAKVIEW PKWY.

LOT 4
CSM NO. 8609

WEST OAKVIEW PARKWAY

LOT 3
CSM NO. 8609

LOT 2
CSM NO. 8609

LOT 4
CSM NO. 8608

STORM WATER
POND 5



City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 31

Recommendation: That the Common Council adopts Resolution No. 11528-080414, a resolution vacating a sanitary sewer easement at OakView Business Park. (Tax Key No. 974-1003) (5th Aldermanic District)

Background: As part of the OakView Business Park development and on behalf of Jerry Franke, WisPark LLC, we are requesting the City vacate an existing sanitary sewer easement. The easement was dedicated to the public for sanitary sewer purposes in a document recorded in the Milwaukee County Register of Deeds office on July 26, 1984 as Document No. 5736992. The sanitary sewer line was revised and installed per the OakView Business Park Plan and a new sanitary easement was dedicated to the City via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225.

Fiscal Impact: None.

Prepared by:



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

Respectfully submitted:



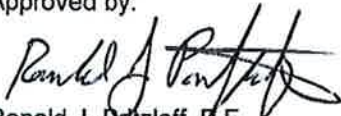
Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Approved by:



Ronald J. Pritzlaff, P.E.
Utility Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11528-080414

BY: _____

**RESOLUTION VACATING A SANITARY SEWER EASEMENT
OAKVIEW BUSINESS PARK**

(TAX KEY NO. 974-1003)

(5TH ALDERMANIC DISTRICT)

WHEREAS, a sanitary sewer easement was granted to the City of Oak Creek, that was recorded in the Milwaukee County Register of Deeds on July 26, 1984 as Document No. 5736992 and located in the SE ¼ of the NW ¼ of Section 32, T5N, R22E, City of Oak Creek, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Northeast 1/4 section; thence North 01°06'28" West along the east line of said Northeast 1/4 section, 661.38 feet; thence South 89°38'05" West, 923.89 feet to the point of beginning; thence continuing South 89°38'05" West, 132.14 feet; thence North 60°24'00" West, 269.93 feet to a point of curve; thence northwesterly 27.20 feet along the arc of said curve to the right, whose radius 437.02 feet and whose chord bears North 58°37'14" West, 27.20 feet; thence North 01°05'31" West, 83.47 feet to a point on a curve; thence southeasterly 70.20 feet along the arc of said curve to the left, whose radius is 371.02 feet and whose chords bears South 54°58'44" East, 70.09 feet to a point of tangency; thence South 60°24'00" East, 384.42 feet to the point of beginning.

Containing in all 24,780 square feet (0.5689 acre) of land more or less.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that said sanitary sewer easement is hereby vacated, and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to cause a certified copy of this resolution to be recorded 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 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

Approved this 4th day of August, 2014.

President, Common Council

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

June 30, 2014

Brian L. Johnston
Development Engineer
City of Oak Creek
8640 S. Howell Ave.
Oak Creek, WI 53154

Subject: Oakview Business Park
Sanitary Sewer and Watermain Easement Vacation

Mr. Johnston,

As part of the Oakview Business Park development and on behalf of Jerry Franke, Wispark LLC, we are submitting a request for the City of Oak Creek to vacate an existing Sanitary Sewer and Watermain Easement. The easement was dedicated to the public for such purposes in a document recorded in Milwaukee County Register's Office on July 26, 1984 as Document No. 5736992. Sanitary sewer line was not installed within the easement area. A new watermain easement, that reflected the existing watermain line, was dedicated to the city via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225. Enclosed are the meets and bounds description and exhibit of said sanitary easement and watermain easement and Document No. 5736992 for your use and reference.

Please contact me at (262) 513-0666 or riz@jsdinc.com if you need additional information.

Thank You,
JSD Professional Services, Inc.



Rizal W. Iskandarsjach P.E., R.L.S.
Senior Staff Engineer

Cc: Jerry Franke, Wispark LLC
file

Sanitary Sewer and Watermain Easement

Doc. No. 5736992

All that part of the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 5 North, Range 22 East, located in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of said Northeast 1/4 section; thence North 01°06'28" West along the east line of said Northeast 1/4 section, 661.38 feet; thence South 89°38'05" West, 923.89 feet to the point of beginning; thence continuing South 89°38'05" West, 132.14 feet; thence North 60°24'00" West, 269.93 feet to a point of curve; thence northwesterly 27.20 feet along the arc of said curve to the right, whose radius 437.02 feet and whose chord bears North 58°37'14" West, 27.20 feet; thence North 01°05'31" West, 83.47 feet to a point on a curve; thence southeasterly 70.20 feet along the arc of said curve to the left, whose radius is 371.02 feet and whose chords bears South 54°58'44" East, 70.09 feet to a point of tangency; thence South 60°24'00" East, 384.42 feet to the point of beginning.

Containing in all 24,780 square feet (0.5689 acre) of land more or less.

EASEMENT

THIS INDENTURE, made this 7th day of May, A.D. 1984,
by and between LOIS ARSAND, party of the first part, hereinafter referred to
as "Grantor", and the CITY OF OAK CREEK, a municipal corporation of the State
of Wisconsin, party of the second part, hereinafter referred to as "Grantee";

W I T N E S S E T H :

Grantor, for a valuable consideration, the sufficiency and receipt
whereof is hereby acknowledged, does hereby grant to the Grantee an easement to
construct, maintain, operate and reconstruct where necessary sanitary sewer and
watermain with appurtenances in, under, over and across the real property of
Grantor in the City of Oak Creek, County of Milwaukee and State of Wisconsin,
more particularly described as follows:

Part of the Northeast 1/4 of Section 32, Town 5
North, Range 22 East, City of Oak Creek, Milwaukee
County, State of Wisconsin, bounded and described
as follows: Commencing at the Southeast corner of
said 1/4 Section; thence North 01° 07' 25" West
along the East line of said 1/4 Section, 661.38
feet to a point; thence South 89° 38' 05" West,
923.71 feet to the point of beginning of the lands
herein described; thence continuing South 89° 38'
05" West, 132.14 feet to a point; thence North 60°
24' 00" West, 269.93 feet to a point; thence North-
westerly 27.22 feet on the arc of a curve whose
center lies to the Northeast, whose radius is
437.02 feet and whose chord bears North 56° 37' 14"
West, 27.20 feet to a point; thence North 01° 05'
31" West, 83.47 feet to a point; thence South-
westerly 70.21 feet on the arc of a curve whose
center lies to the Northeast, whose radius is 371.02
feet and whose chord bears South 54° 58' 44" East,
70.11 feet to a point; thence South 60° 24' 00" East,
384.41 feet to the point of beginning of the lands
described.

5736992

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT

JUL 26 1984 374 to

REEL 1663 PAGE 31
Hand Royal REGISTER
OF DEEDS

Together with the right to enter upon and to pass and repass over
and along the aforesaid land whenever and wherever necessary for the purpose
of the installation, maintenance and repair of the aforesaid sanitary sewer and
watermain and appurtenances thereto.

REC 8 5736992 8.00
RECORD

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee
and unto its successors and assigns forever.

NE 32-5-22

5736992

The Grantor reserves the right, to herself and her heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises except as to the rights herein granted.

The said sanitary sewer and watermain shall be maintained and kept in good order and condition at the expense of the Grantee.

That in the construction, operation, maintenance and reconstruction of the sanitary sewer and watermain, so much of the surface or subsurface of said land, or superstructure now, or hereafter placed on said land, as may be disturbed will, at the expense of the Grantor, be replaced in substantially the same condition as it was prior to such disturbance.

If the premises herein are discontinued or abandoned for the purposes granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantor, her heirs, personal representatives, successors and assigns. In such event, Grantee agrees to reconvey by Quit Claim deed to Grantor, her heirs, personal representatives, successors and assigns, the premises described herein.

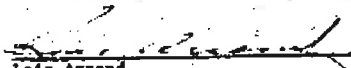
The Grantee shall and does hereby agree to indemnify and save harmless the Grantor, her heirs, personal representatives, successors and assigns, from any and all loss or damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith, however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid sanitary sewer and watermain and appurtenances thereto.

IN WITNESS WHEREOF, Grantor has herewith set her hand and seal the day and year first above written.

In presence of:


Beth Seiwert


Thomas S. Jones


Lois Arsand

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

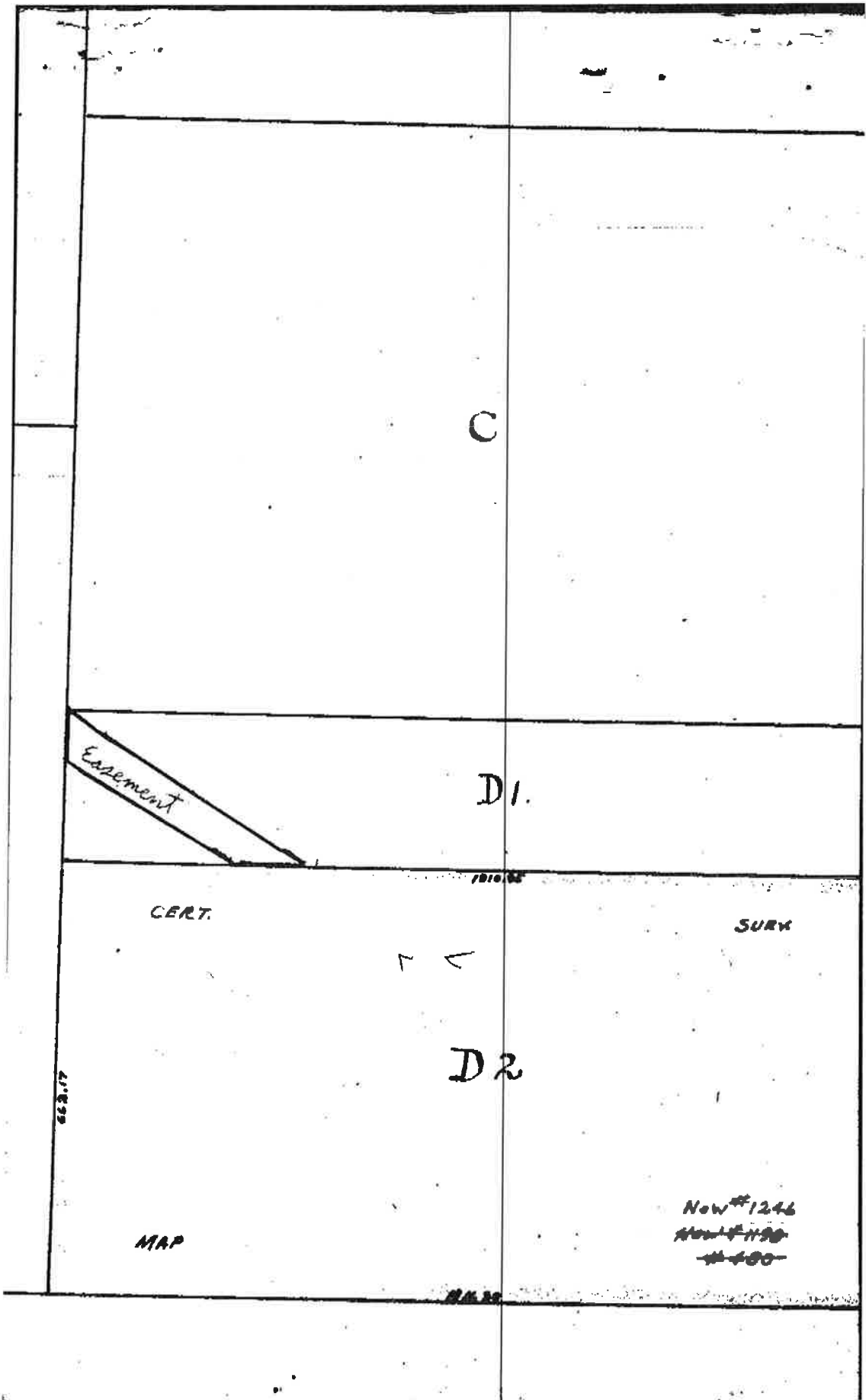
Personally came before me this 7th day of May, A.D. 84
1984, the above named LOIS ARSAND, to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Erma Jean C. Running
Erma Jean C. Running
Notary Public, Milwaukee County, Wisconsin
My commission expires: Apr 29, 1986.



This instrument was drafted by:

Milton S. Bedonek
Attorney at Law



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Easement

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CERT.

SURV

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MAP

New #1246
New #1190
#480

**SANITARY SEWER AND WATERMAIN EASEMENT
DOC. NO. 5736992**

31

WEST OAKWOOD ROAD

S. OAKVIEW PKWY.

LOT 1
CSM NO. B608

STORM
WATER
POND 1

**SANITARY SEWER AND
WATERMAIN EASEMENT
DOC. NO. 5736992**

STORM WATER
POND 2

LOT 1
CSM NO. B609

SOUTH OAKVIEW PARKWAY

MARDEAND PARK
OUTLOT 1
CSM NO. B609

STORM WATER
POND 4

SOUTH HOWELL AVENUE

LOT 2
CSM NO. B608

W. OAKVIEW
PKWY.

LOT 4
CSM NO. B609

WEST OAKVIEW PARKWAY

LOT 3
CSM NO. B608

LOT 2
CSM NO. B609

STORM WATER
POND 5

LOT 4
CSM NO. B608



north

SCALE IN FEET



City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 32

Recommendation: That the Common Council adopts Resolution No. 11529-080414, a resolution vacating a sanitary sewer easement at OakView Business Park. (Tax Key No. 974-1003) (5th Aldermanic District)

Background: As part of the OakView Business Park development and on behalf of Jerry Franke, WisPark LLC, we are requesting the City vacate an existing sanitary sewer easement. The easement was dedicated to the public for sanitary sewer purposes in a document recorded in the Milwaukee County Register of Deeds office on July 26, 1984 as Document No. 5736993. The sanitary sewer line was revised and installed per the OakView Business Park Plan and a new sanitary easement was dedicated to the City via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225.

Fiscal Impact: None.

Prepared by:



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

Respectfully submitted:



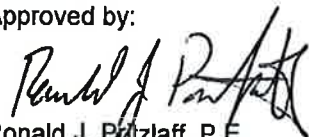
Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Approved by:



Ronald J. Pitzlaff, P.E.
Utility Engineer

Fiscal review by:



Bridget M. Spuffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11529-080414

BY: _____

**RESOLUTION VACATING A SANITARY SEWER EASEMENT
OAKVIEW BUSINESS PARK**

(TAX KEY NO. 974-1003)

(5TH ALDERMANIC DISTRICT)

WHEREAS, a sanitary sewer easement was granted to the City of Oak Creek, that was recorded in the Milwaukee County Register of Deeds on July 26, 1984 as Document No. 5736993 and located in the SE ¼ of the NW ¼ of Section 32, T5N, R22E, City of Oak Creek, Milwaukee County, Wisconsin, more fully described as follows:

Sanitary Sewer Easement:

Commencing at the southwest corner of said Northeast 1/4 section; thence North 01°02'39" West along the west line of said Northeast 1/4 section, 1249.84 feet; thence North 89°45'20" East, 150.00 feet to the point of beginning; thence continuing North 89°42'20" East, 1035.66 feet; thence North 01°04'32" West, 60.00 feet; thence South 89°45'20" West, 1035.69 feet; thence South 01°06'15" East, 60.00 feet to the point of beginning.

Containing in all 62,134 square feet (1.4264 acres) of lands, more or less.

Watermain Easement:

Commencing at the northeast corner of said Northeast 1/4 section; thence South 89°44'40" West, 1,309.40 feet along the north line of said Northeast 1/4 section; thence South 00°15'20" East, 33.00 feet to the point of beginning; thence continuing South 01°05'13" East, 320.82 feet to a point on a curve; thence southwesterly 58.49 feet along the arc of said curve to the right, whose radius is 393.00 feet and whose chord bears South 26°49'29" West, 58.44 feet to a point of tangency; thence South 31°05'17" West, 116.47 feet to a point of curve; thence southwesterly 130.29 feet along the arc of said curve to the left, whose radius is 232.00 and whose chord bears South 15°00'02" West, 128.58 feet to a point of tangency; thence South 01°05'13" East, 772.14 feet; thence South 89°44'40" West, 66.00 feet; thence North 01°05'13" West, 772.14 feet to a point of curve; thence northeasterly 167.34 feet along the arc of said curve to the right, whose radius is 298.00 feet and whose chord bears North 15°00'02" East, 165.15 feet to point of tangency; thence North 31°05'17" East, 116.47 feet to a point of curve; thence northeasterly 183.63 along the arc of said curve to the left, whose radius is 327.00 feet and whose chord bears North 15°00'02" East, 181.23 feet to a point of tangency; thence North 01°05'13" West, 162.71 feet; thence North 89°44'40" East, 33.00 feet to the point of beginning

Containing in all 83,818 square feet (1.9242 acres) of land, more or less.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that said sanitary sewer easement is hereby vacated, and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to cause a certified copy of this resolution to be recorded 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 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

Approved this 4th day of August, 2014.

President, Common Council

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

June 30, 2014

Brian L. Johnston
Development Engineer
City of Oak Creek
8640 S. Howell Ave.
Oak Creek, WI 53154

Subject: **Oakview Business Park**
Sanitary Sewer and Watermain Easement Vacation

Mr. Johnston,

As part of the Oakview Business Park development and on behalf of Jerry Franke, Wispark LLC, we are submitting a request for the City of Oak Creek to vacate an existing Sanitary Sewer and Watermain Easement. The easement was dedicated to the public for such purposes in a document recorded in Milwaukee County Register's Office on July 26, 1984 as Document No. 5736993. The sanitary sewer line and water main line were revised and installed per Oakview Business Park Plan. A new sanitary easement, that reflected the installed sanitary sewer line, was dedicated to the city via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225. Portion of water main that was in the above easement was relocated to be within the new South Oakview Parkway right of way. The remaining water main is now within a new water main easement dedicated to the city via above said Certified Survey Map. Enclosed are the meets and bounds description and exhibit of said sanitary easement and watermain easement and Document No. 5736993 for your use and reference.

Please contact me at (262) 513-0666 or riz@jsdinc.com if you need additional information.

Thank You,
JSD Professional Services, Inc.



Rizal W. Iskandarsjach P.E., R.L.S.
Senior Staff Engineer

Cc: Jerry Franke, Wispark LLC
file

Sanitary Sewer and Watermain Easement

Doc. No. 5736993

All that part of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of the Section 32, Township 5 North, Range 22 East, located in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as the follows:

Sanitary Sewer Easement:

Commencing at the southwest corner of said Northeast 1/4 section; thence North 01°02'39" West along the west line of said Northeast 1/4 section, 1249.84 feet; thence North 89°45'20" East, 150.00 feet to the point of beginning; thence continuing North 89°42'20" East, 1035.66 feet; thence North 01°04'32" West, 60.00 feet; thence South 89°45'20" West, 1035.69 feet; thence South 01°06'15" East, 60.00 feet to the point of beginning.

Containing in all 62,134 square feet (1.4264 acres) of lands, more or less.

ALSO,

Watermain Easement:

Commencing at the northeast corner of said Northeast 1/4 section; thence South 89°44'40" West, 1,309.40 feet along the north line of said Northeast 1/4 section; thence South 00°15'20" East, 33.00 feet to the point of beginning; thence continuing South 01°05'13" East, 320.82 feet to a point on a curve; thence southwesterly 58.49 feet along the arc of said curve to the right, whose radius is 393.00 feet and whose chord bears South 26°49'29" West, 58.44 feet to a point of tangency; thence South 31°05'17" West, 116.47 feet to a point of curve; thence southwesterly 130.29 feet along the arc of said curve to the left, whose radius is 232.00 and whose chord bears South 15°00'02" West, 128.58 feet to a point of tangency; thence South 01°05'13" East, 772.14 feet; thence South 89°44'40" West, 66.00 feet; thence North 01°05'13" West, 772.14 feet to a point of curve; thence northeasterly 167.34 feet along the arc of said curve to the right, whose radius is 298.00 feet and whose chord bears North 15°00'02" East, 165.15 feet to point of tangency; thence North 31°05'17" East, 116.47 feet to a point of curve; thence northeasterly 183.63 along the arc of said curve to the left, whose radius is 327.00 feet and whose chord bears North 15°00'02" East, 181.23 feet to a point of tangency; thence North 01°05'13" West, 162.71 feet; thence North 89°44'40" East, 33.00 feet to the point of beginning

Containing in all 83,818 square feet (1.9242 acres) of land, more or less.

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EASEMENT

THIS INDENTURE, made this 7th day of May, A.D. 1984, by and between LOIS ARSAND, GAIL VOSS and PATTI HOLZMAN, parties of the first part, hereinafter referred to as "Grantors", and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantors, for a valuable consideration, the sufficiency and receipt whereof is hereby acknowledged, do hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary sanitary sewer and watermain with appurtenances in, under, over and across the real property of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin, more particularly described as follows:

Sanitary Sewer Easement

Part of the Northeast 1/4 of Section 32, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section; thence North 01° 03' 37" West, 1249.84 feet; thence North 89° 44' 22" East, 150.00 feet to the point of beginning of the lands hereinafter described; continuing thence North 89° 44' 22" East, 1035.66 feet; thence North 01° 05' 30" West, 60.00 feet; thence South 89° 44' 22" West, 1035.69 feet; thence South 01° 03' 37" East, 60.00 feet to the point of beginning.

5736993

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 2 35 AM

JUL 26 1984 377 P

REEL 1663 PAGE 377 incl.

Block 6993 REGISTER OF DEEDS

AND

MC #

RECORD

5736993 # 8.00

Watermain Easement

Part of the Northeast 1/4 of Section 32, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 44' 22" West along the North line of said 1/4 Section, 1309.88 feet to a point; thence South 01° 05' 31" East, 33.00 feet to the point of beginning of the lands herein described; thence continuing South 01° 05' 31" East, 320.82 feet to a point; thence Southwesterly 58.49 feet on the arc of a curve whose center lies to the Northwest, whose radius is 393.00 feet and whose chord bears South 26° 49' 11" West,

NE 32.5-22

5736993

58.44 feet to a point; thence South 31° 04' 59" West, 116.47 feet to a point; thence Southwesterly 130.28 feet on the arc of a curve whose center lies to the East, whose radius is 232.00 feet and whose chord bears South 14° 59' 44" West, 128.58 feet to a point; thence South 01° 05' 31" East, 772.14 feet to a point; thence South 89° 44' 22" West, 66.00 feet to a point; thence North 01° 05' 31" West, 772.14 feet to a point; thence Northeasterly 167.34 feet on the arc of a curve whose center lies to the East, whose radius is 298.00 feet and whose chord bears North 14° 59' 44" East, 165.15 feet to a point; thence North 31° 04' 59" East, 116.47 feet to a point; thence Northeasterly 183.62 feet on the arc of a curve whose center lies to the Northwest, whose radius is 327.00 feet and whose chord bears North 14° 59' 44" East, 181.23 feet to a point; thence North 01° 05' 31" West, 163.18 feet to a point; thence North 89° 44' 22" East and parallel to the North line of said 1/4 Section, 33.00 feet to the point of beginning of the lands described.

Together with the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of the installation, maintenance and repair of the aforesaid sanitary sewer and watermain and appurtenances thereto.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee and unto its successors and assigns forever.

The Grantors reserve the right, to themselves and their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises except as to the rights herein granted.

The said sanitary sewer and watermain shall be maintained and kept in good order and condition at the expense of the Grantee.

That in the construction, operation, maintenance and reconstruction of the sanitary sewer and watermain, so much of the surface or subsurface of said land, or superstructure now, or hereafter placed on said land, as may be disturbed will, at the expense of the Grantee, be replaced in substantially the same condition as it was prior to such disturbance.

If the premises herein are discontinued or abandoned for the purposes granted, the easement herein conveyed shall, without notice, demand or

re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, Grantee agrees to reconvey by Quit Claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

The Grantee shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss or damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith, however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid sanitary sewer and watermain and appurtenances thereto.

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

In presence of:

Beck Helwert
Beck Helwert

Thomas B. Jones
Thomas B. Jones

Lois Arsand
Lois Arsand

Gail Voss
Gail Voss

Patti Holzman
Patti Holzman

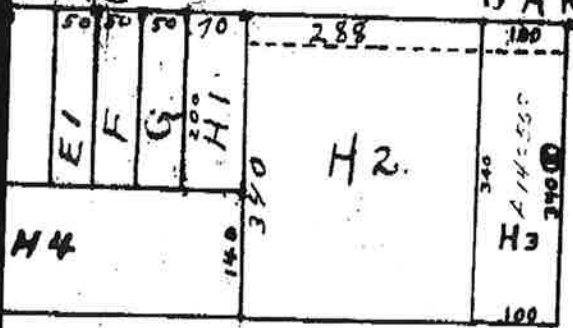
STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 14th day of May, A.D. 1984, the above named LOIS ARSAND, GAIL VOSS and PATTI HOLZMAN, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Erma Jean C. Running
Erma Jean C. Running
Notary Public, Milwaukee County, Wisconsin
My commission expires: Apr 28 1986

This instrument was drafted by:
Milton E. Nedussek
Attorney at Law

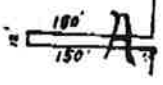
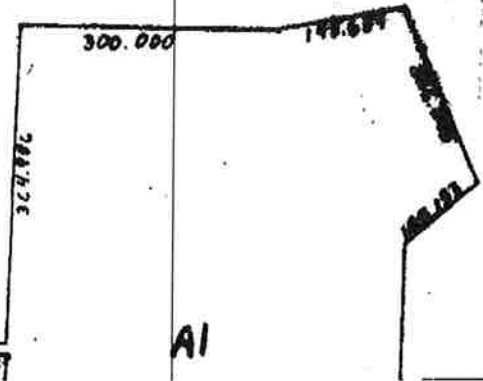
OAKWOOD



H

Waterman Easement

Sanitary Easement

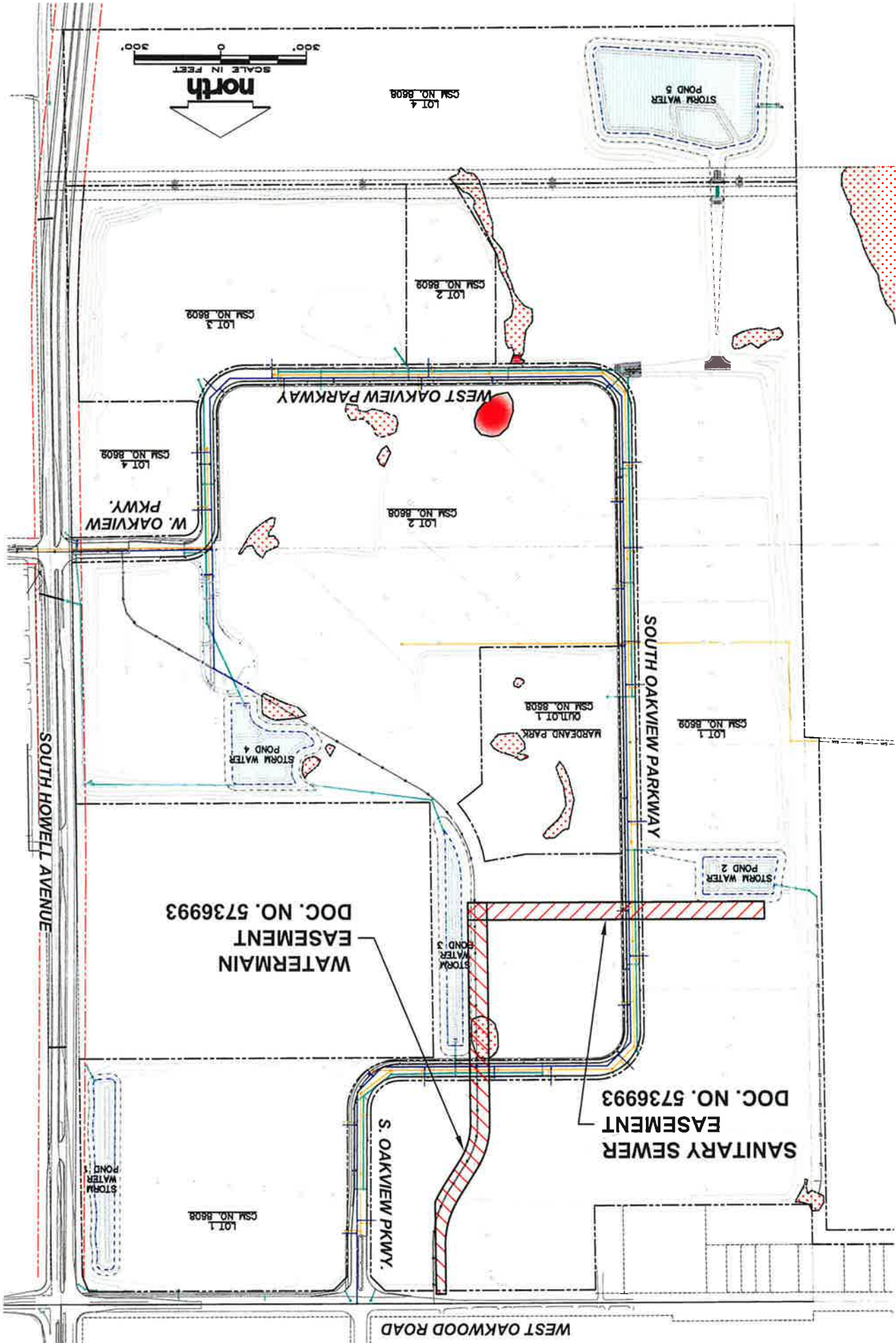


A1

SANITARY SEWER AND WATERMAIN EASEMENT

DOC. NO. 5736993

32



**SANITARY SEWER
EASEMENT**
DOC. NO. 5736993

**WATERMAIN
EASEMENT**
DOC. NO. 5736993



City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 33

Recommendation: That the Common Council adopts Resolution No. 11530-080414, a resolution vacating a sanitary sewer easement at OakView Business Park. (Tax Key No. 974-1003) (5th Aldermanic District)

Background: As part of the OakView Business Park development and on behalf of Jerry Franke, WisPark LLC, we are requesting the City vacate an existing sanitary sewer easement. The easement was dedicated to the public for sanitary sewer purposes in a document recorded in the Milwaukee County Register of Deeds office on January 22, 1985 as Document No. 5782180. The sanitary sewer line was revised and installed per the OakView Business Park Plan and a new sanitary easement was dedicated to the City via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225.

Fiscal Impact: None.

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

Approved by:



Ronald J. Pritzlaff, P.E.
Utility Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11530-080414

BY: _____

**RESOLUTION VACATING A SANITARY SEWER EASEMENT
OAKVIEW BUSINESS PARK**

(TAX KEY NO. 974-1003)

(5TH ALDERMANIC DISTRICT)

WHEREAS, a sanitary sewer easement was granted to the City of Oak Creek, that was recorded in the Milwaukee County Register of Deeds on January 22, 1985 as Document No. 5782180 and located in the SE ¼ of the NW ¼ of Section 32, T5N, R22E, City of Oak Creek, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Northeast 1/4 section; thence North 01°06'28" West along the east line of said Northeast 1/4 section, 661.38 feet; thence South 89°38'05" West, 133.78 feet to the point of beginning; thence South 60°24'00" East, 436.79 feet; thence South 29°36'00" West, 66.00 feet; thence North 60°24'00" West, 551.27 feet; thence North 89°38'05" East, 132.14 feet to the point of beginning.

Containing in all 32,606 square feet (0.7485 acre) of land more or less.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that said sanitary sewer easement is hereby vacated, and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to cause a certified copy of this resolution to be recorded 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 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

Approved this 4th day of August, 2014.

President, Common Council

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

June 30, 2014

Brian L. Johnston
Development Engineer
City of Oak Creek
8640 S. Howell Ave.
Oak Creek, WI 53154


Subject: Oakview Business Park
Sanitary Sewer and Watermain Easement Vacation

Mr. Johnston,

As part of the Oakview Business Park development and on behalf of Jerry Franke, Wispark LLC, we are submitting a request for the City of Oak Creek to vacate an existing Sanitary Sewer and Watermain Easement. The easement was dedicated to the public for such purposes in a document recorded in Milwaukee County Register's Office on January 22, 1985 as Document No. 5782180. Sanitary sewer line was not installed within the easement area. A new watermain easement, that reflected the existing watermain line, was dedicated to the city via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225. Enclosed are the meets and bounds description and exhibit of said sanitary easement and watermain easement and Document No. 5782180 for your use and reference.

Please contact me at (262) 513-0666 or riz@jdsdinc.com if you need additional information.

Thank You,
JSD Professional Services, Inc.


Rizal W. Iskandarsjach P.E., R.L.S.
Senior Staff Engineer

Cc: Jerry Franke, Wispark LLC
file

Sanitary Sewer and Watermain Easement

Doc. No. 5782180

All that part of the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 5 North, Range 22 East, located in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of said Northeast 1/4 section; thence North 01°06'28" West along the east line of said Northeast 1/4 section, 661.38 feet; thence South 89°38'05" West, 133.78 feet to the point of beginning; thence South 60°24'00" East, 436.79 feet; thence South 29°36'00" West, 66.00 feet; thence North 60°24'00" West, 551.27 feet; thence North 89°38'05" East, 132.14 feet to the point of beginning.

Containing in all 32,606 square feet (0.7485 acre) of land more or less.

REEL 1719 IMAGE 825

81004

91

EASEMENT

THIS INDENTURE, made this 13th day of June, A.D. 1984,
by and between RUSSELL W. TRICKLE and ELEANOR M. TRICKLE, his wife, parties
of the first part, hereinafter referred to as "Grantors", and the CITY OF OAK
CREEK, a municipal corporation of the State of Wisconsin, party of the second
part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantors, for a valuable consideration, the sufficiency and receipt
whereof is hereby acknowledged, do hereby grant to the Grantee an easement to
construct, maintain, operate and reconstruct where necessary sanitary sewer
and watermain with appurtenances in, under, over and across the real property
of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin,
more particularly described as follows:

Part of the Northeast 1/4 of Section 32, Town 5
North, Range 22 East, City of Oak Creek, Milwaukee
County, State of Wisconsin, bounded and described
as follows: Commencing at the Southeast corner of
said 1/4 Section; thence South 89° 35' 59" West
along the South line of said 1/4 Section, 291.00
feet to a point; thence North 01° 07' 25" West,
133.78 feet to a point; thence Northwesterly 151.62
feet on the arc of a curve whose center lies to the
Southwest, whose radius is 146.55 and whose chord
bears North 30° 45' 42.5" West, 144.94 feet to a
point; thence North 60° 24' 00" West, 255.00 feet
to the point of beginning of the lands herein de-
scribed; thence continuing North 60° 24' 00" West,
551.27 feet to a point; thence North 89° 38' 05"
East, 132.14 feet to a point; thence South 60° 24'
00" East, 436.79 feet to a point; thence South 29°
36' 00" West, 66.00 feet to the point of beginning
of the lands described.

5782180
REGISTER'S OFFICE
Milwaukee County, Wis. }
RECORDED AT 11:05 AM

JAN 22 1985 825 to
REEL 1719 IMAGE 825 #2
W. C. B. REGISTER
OF DEEDS

REC'D 5782180 #
RECORD 8.00

Together with the right to enter upon and to pass and repass over
and along the aforesaid land whenever and wherever necessary for the purpose of
the installation, maintenance and repair of the aforesaid sanitary sewer and
watermain and appurtenances thereto.

CASH 8.00
869051 0001 001 T11087

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee
and unto its successors and assigns forever.

JAN 22 85

RECEIVED
MILWAUKEE COUNTY REGISTER OF DEEDS

JUN 18 1984

800 Easement in pt. parcel 2 C.S.M.

1246

NE 32.5-11

5782180

1719 825

The Grantors reserve the right, to themselves and their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises except as to the rights herein granted.

The said sanitary sewer and watermain shall be maintained and kept in good order and condition at the expense of the Grantee.

That in the construction, operation, maintenance and reconstruction of the sanitary sewer and watermain, so much of the surface or subsurface of said land, or superstructure now, or hereafter placed on said land, as may be disturbed will, at the expense of the Grantee, be replaced in substantially the same condition as it was prior to such disturbance.

If the premises herein are discontinued or abandoned for the purposes granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, Grantee agrees to reconvey by Quit Claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

The Grantee shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss or damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith, however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid sanitary sewer and watermain and appurtenances thereto.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals the day and year first above written. The Grantors, agree to this easement on the condition that the sewer and water lines will be equipped to allow hook up of existing house and future houses on the lot previously.

Crystal Kaby
Crystal Kaby

Marty Sorell
Marty Sorell

Russell W. Trickle
Russell W. Trickle

Eleanor M. Trickle
Eleanor M. Trickle

REC. 1719. 826

STATE OF WISCONSIN
(SS.
MILWAUKEE COUNTY)

Personally came before me this 13th day of June, A.D. 1984, the above named RUSSELL W. TRICKLE and ELEANOR M. TRICKLE, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



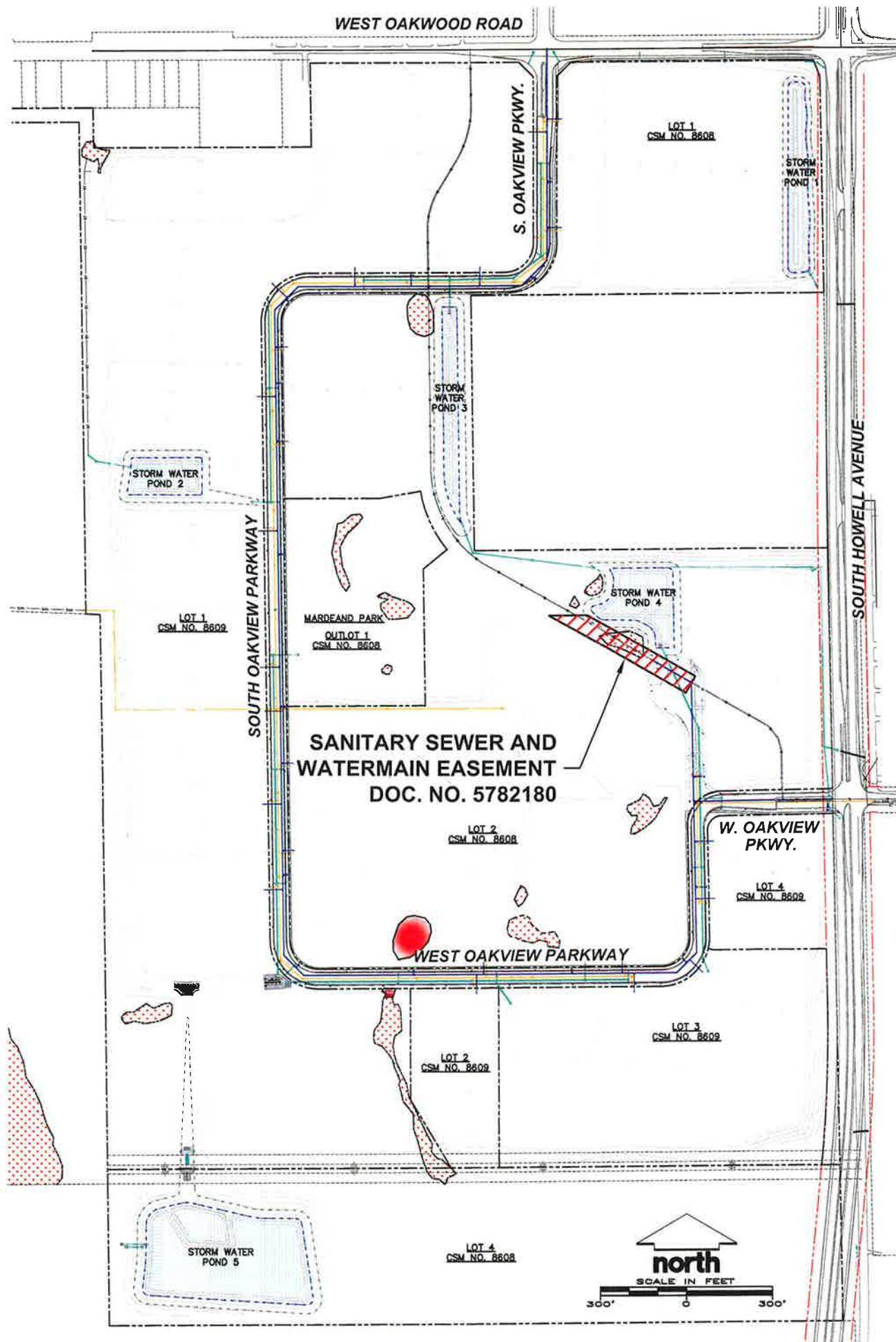
Susan A. Drymala
Susan A. Drymala
Notary Public, Milwaukee County, Wisconsin
My commission expires: 3/26/86

SUSAN A. DRYMALA
NOTARY PUBLIC IN AND FOR MILWAUKEE COUNTY, WIS.
MY COMMISSION EXPIRES: _____

This instrument was drafted by:
Milton S. Bedusak
Attorney at Law.

SANITARY SEWER AND WATERMAIN EASEMENT
DOC. NO. 5782180

55



City of Oak Creek Common Council Report

Meeting Date: August 4, 2014

Item No.: 34

Recommendation: That the Common Council adopts Resolution No. 11531-080414, a resolution vacating a sanitary sewer easement at OakView Business Park. (Tax Key No. 974-1003) (5th Aldermanic District)

Background: As part of the OakView Business Park development and on behalf of Jerry Franke, WisPark LLC, we are requesting the City vacate an existing sanitary sewer easement. The easement was dedicated to the public for sanitary sewer purposes in a document recorded in the Milwaukee County Register of Deeds office on April 14, 1970 as Document No. 4519657. The sanitary sewer line was revised and installed per the OakView Business Park Plan and a new sanitary easement was dedicated to the City via Certified Survey Map No. 8608, recorded in Milwaukee County Register of Deeds Office on June 3, 2014, as Document No. 10364225.

Fiscal Impact: None.

Prepared by:



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

Respectfully submitted:



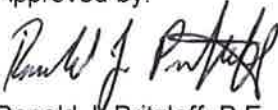
Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Approved by:



Ronald J. Pritzlaff, P.E.
Utility Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

June 30, 2014

Brian L. Johnston P.E.
Development Engineer
City of Oak Creek
8640 S. Howell Ave.
Oak Creek, WI 53154

Subject: **Oakview Business Park**
Public Utility & Drainage Easement vacation

Mr. Johnston,

As part of the Oakview Business Park development and on behalf of Jerry Franke, Wispark LLC, we are submitting a request for the City of Oak Creek to vacate an existing Public Utility & Drainage Easement. The easement was dedicated to the public for utility and drainage purposes in Certified Survey Map No. 1246, recorded in the Milwaukee County Register's Office on April 14, 1970 as Document No. 4519657. The easement was for the drainage of the area west of the former Glen Oaks Drive (Parcel 1 CSM No. 1246). Per Oakview Business Park Plan, the grading in that area have been redesign and there is no longer drainage though the easement. Enclosed are the meets and bounds description and exhibit of said public utility & drainage easement and Certified Survey Map No. 1246 for your use and reference.

Please contact me at (262) 513-0666 or riz@jsdinc.com if you need additional information.

Thank You,
JSD Professional Services, Inc.


Rizal W. Iskandarsjach P.E./R.L.S.
Senior Staff Engineer

Cc: Jerry Franke, Wispark LLC
file

RESOLUTION NO. 11531-080414

BY: _____

**RESOLUTION VACATING A SANITARY SEWER EASEMENT
OAKVIEW BUSINESS PARK**

(TAX KEY NO. 974-1003)

(5TH ALDERMANIC DISTRICT)

WHEREAS, a sanitary sewer easement was granted to the City of Oak Creek, that was recorded in the Milwaukee County Register of Deeds on April 14, 1970 as Document No. 4519657 and located in the SE ¼ of the NW ¼ of Section 32, T5N, R22E, City of Oak Creek, Milwaukee County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Northeast 1/4 section; thence North 01°06'28" West along the east line of the said Northeast 1/4 section, 241.02 feet; thence South 89°36'09" West, 75.01 feet to the west line of South Howell Avenue (State Trunk Highway "38") and the point of beginning; thence continuing South 89°36'09" West, 178.81 feet to the east line of the vacated Glen Oaks Drive and a point on a curve; thence northwesterly 37.07 feet along said east line and along the arc of the said curve to left, whose radius is 212.55 feet and whose chord bears North 36°16'15" West, 37.02 feet; thence North 89°36'09" East, 200.13 feet to the west line of said South Howell Avenue (State Trunk Highway "38"); thence South 01°06'28" East along said west, 30.00 feet to the beginning point.

Containing in all 5,664 square feet (0.1300 acre) of lands, more or less.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that said sanitary sewer easement is hereby vacated, and

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to cause a certified copy of this resolution to be recorded 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 4th day of August, 2014.

Passed and adopted this 4th day of August, 2014.

Approved this 4th day of August, 2014.

President, Common Council

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Public Utility and Drainage Easement

Shown on CSM No. 1246

All that part of the Southeast 1/4 of the Northeast 1/4 of the Section 32, Township 5 North, Range 22 East, located in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as the follows:

Commencing at the southeast corner of said Northeast 1/4 section; thence North 01°06'28" West along the east line of the said Northeast 1/4 section, 241.02 feet; thence South 89°36'09" West, 75.01 feet to the west line of South Howell Avenue (State Trunk Highway "38") and the point of beginning; thence continuing South 89°36'09" West, 178.81 feet to the east line of the vacated Glen Oaks Drive and a point on a curve; thence northwesterly 37.07 feet along said east line and along the arc of the said curve to left, whose radius is 212.55 feet and whose chord bears North 36°16'15" West, 37.02 feet; thence North 89°36'09" East, 200.13 feet to the west line of said South Howell Avenue (State Trunk Highway "38"); thence South 01°06'28" East along said west, 30.00 feet to the beginning point.

Containing in all 5,664 square feet (0.1300 acre) of lands, more or less.

1246

(Correction of Cert. Survey Map #1198) REEL 526 IMAGE 207

CERTIFIED SURVEY MAP

#1246

OF PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH,
RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY,
WISCONSIN, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 480

4519657

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT *1/15 P.M.*

on APR 14 1970 in
Reel 526 Image 207

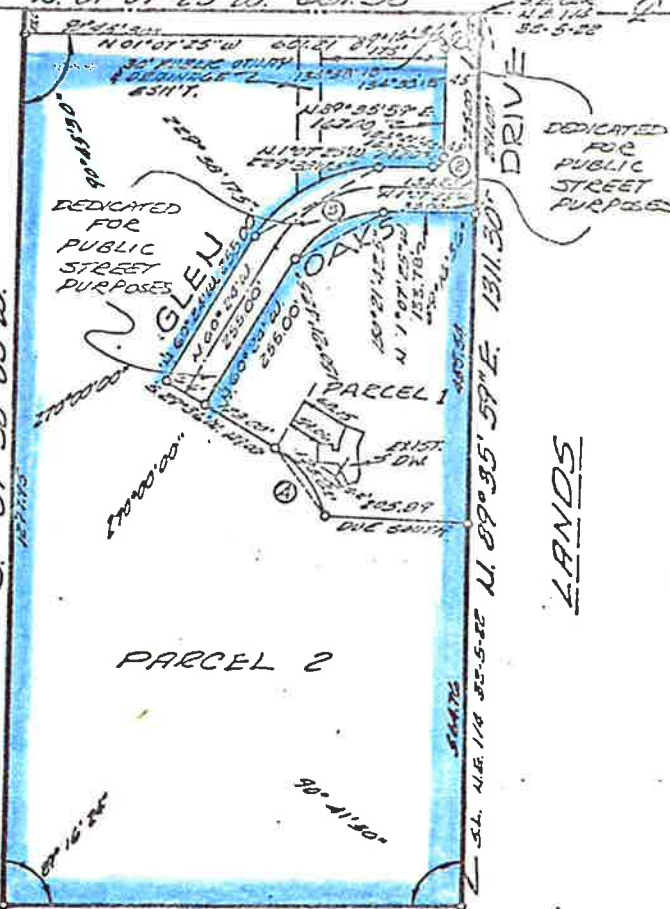
Adelle Holinski
Register of Deeds

4519657

APR-14-70 29473 • 4519657 B.CA REC

S. HOWELL AVENUE

N. 01° 07' 25" W. 661.38'



SCALE 1" = 200'
1" X 24" IRON PIPE
1.13 LBS. 1 LIN. FT.



LANDS
1510.95'
S. 89° 38' 05" W.
CSM 8154

LANDS

PARCEL 2

S. 01° 05' 31" E. 662.17'

LANDS

NO.	RAO	ARC	CHORD	Δ	Δ/C	CHORD BEARING
1	15.00	23.75	21.35	90° 45' 28"	45° 21' 23"	N. 24° 14' 17" E.
2	15.00	23.97	21.03	89° 15' 36"	44° 38' 18"	N. 25° 25' 45" W.
3 N	212.55	219.50	210.22	59° 16' 35"	29° 38' 17.5"	N. 30° 45' 22.5" W.
4	179.55	183.70	177.59	"	"	"
5	125.55	151.62	144.94	"	"	"
6	128.25	125.04	121.81	45° 15' 44"	22° 57' 22"	N. 52° 13' 52" E.

73
62
60

NE 32-5-22

SHEET 1 OF 3

Same as

Cert. Sur. Map # 1198 (Corrected to show Parcel 1 on map) *WA*

REEL 526 IMAG 208

CERTIFIED SURVEY MAP

OF PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH,
RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY,
WISCONSIN, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 480

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, STANLEY J. POTRYKUS, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY:
THAT I HAVE SURVEYED AND MAPPED A PART OF THE NE 1/4 OF SECTION 32,
T 5 N, R 22 E, OF THE 4TH PRINCIPAL MERIDIAN, IN THE CITY OF
OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SECTION 32;
THENCE N 01° 07' 25" W, ALONG THE EAST LINE OF SAID NE 1/4, 661.38
FEET TO A POINT; THENCE S 89° 38' 05" W, 1310.95 FEET TO AN IRON
STAKE; THENCE S 01° 05' 31" E, 662.17 FEET TO AN IRON STAKE; THENCE
N 89° 35' 59" E, 1311.30 FEET TO THE PLACE OF BEGINNING, CONTAINING
19.92 ACRES OF LAND MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, LAND DIVISION AND MAP BY THE DIRECTION
OF RUSSELL W. TRICKLE AND ELEANOR M. TRICKLE, HIS WIFE, OWNERS OF SAID
LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR
BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE
WISCONSIN STATUTES AND ORDINANCE NO. 82 OF THE CITY OF OAK CREEK IN
SURVEYING, DIVIDING AND MAPPING THE SAME.

9/15/69
DATE


STANLEY J. POTRYKUS
REGISTERED LAND SURVEYOR S-500

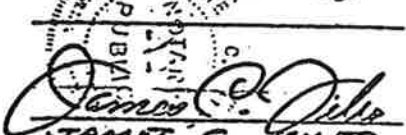
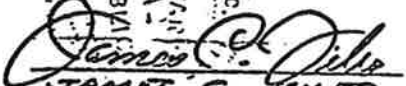
OWNERS' CERTIFICATE OF DEDICATION

AS OWNERS, WE HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED
ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS
REPRESENTED ON THIS MAP.

WITNESS THE HAND AND SEAL OF SAID OWNERS THIS 7TH DAY OF
OCTOBER, 1969.

IN THE PRESENCE OF:
STATE OF WISCONSIN)
WAUKESHA COUNTY) SS


RUSSELL W. TRICKLE



JAMES C. MILLER
NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES JUNE 30, 1973.


ELEANOR M. TRICKLE

CERTIFIED SURVEY MAP

OF PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH,
RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY,
WISCONSIN, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 480

PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF OAK CREEK, ON THIS 17th DAY OF April, 1969.

[Signature]
CHAIRMAN

[Signature: Frederick J. Fairbanks]
SECRETARY

COMMON COUNCIL APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK, ON THIS 1st DAY OF August, 1970, BY RESOLUTION NO. 1840-010670.

[Signature]
MAYOR

[Signature: L. F. ...]
CITY CLERK

COMMON COUNCIL ACCEPTANCE OF DEDICATION

DEDICATION OF LAND AS INDICATED ABOVE ACCEPTED BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK, PER PLAN COMMISSION RECOMMENDATION, ON THIS 6th DAY OF August, 1970, BY RESOLUTION NO. 1840-010670.

[Signature]
MAYOR

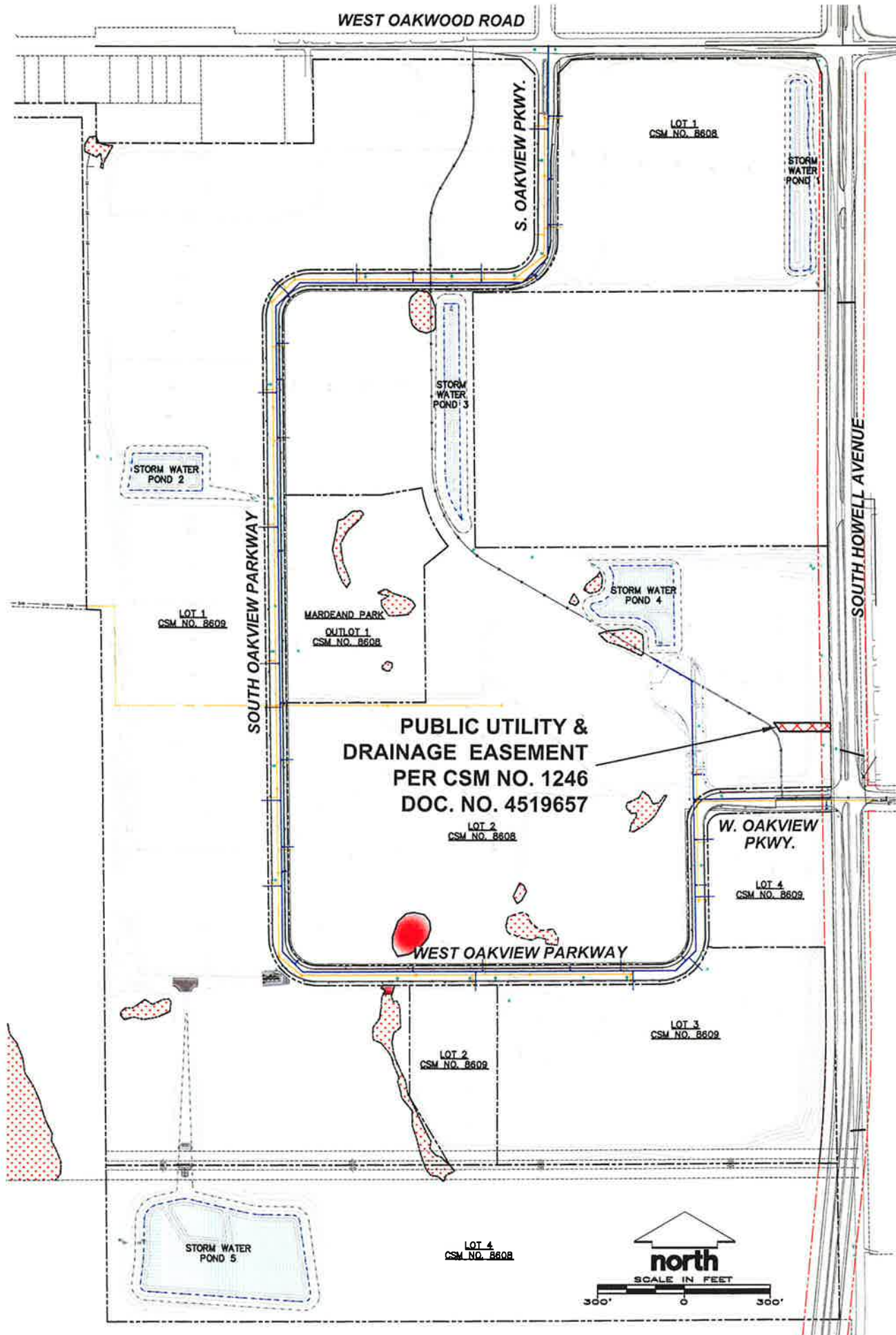
[Signature: L. F. ...]
CITY CLERK

THIS INSTRUMENT WAS DRAFTED BY STANLEY J. POTRYKUS

NO OFFICIAL SEAL IMPRESSED

**PUBLIC UTILITY & DRAINAGE EASEMENT
CSM NO. 1246 (Doc. No. 4519657)**

34



**MINUTES
LICENSE COMMITTEE
Tuesday, July 15, 2014 at 8:00 A.M.**

This meeting was called to order at 8:03 a.m. Present were: Ald. Ruetz, Ald. Gehl and Ald. Kurkowski. Also in attendance were Assistant City Attorney Melissa Karls and Deputy City Clerk Christa Miller.

- 1. The Committee reviewed an Operator's license application submitted by Cassandra I. Reilly, 1825 W. Luzerne Ct., Milwaukee (Big Mouth Frog) (held 6/27/14). Ms. Reilly was in attendance.

On her application, Ms. Reilly indicated that she had convictions for driving with suspended license, underage drinking, open intoxicant, disorderly conduct and speeding tickets in oak Creek and South Milwaukee.

The police record check shows convictions for Violation of Absolute Sobriety 9/09, Underage Drinking Possess/Consume 12/07, Underage Drinking Possess/Consume 5/09, and Disorderly Conduct 3/10.

The Committee discussed denial based on being a habitual offender and for falsification by omission. A person is a habitual offender if in the five years prior to application, the applicant has been arrested or convicted of at least two offenses which are substantially related to the licensing activity.

Ald. Kurkowski, seconded by Ald. Gehl, moved to grant an Operator's license to Cassandra I. Reilly, 1825 W. Luzerne Ct., Milwaukee (Big Mouth Frog). On roll call, all voted aye.

- 2. The Committee reviewed a request for a Special Event submitted by Barb Landisch, Paul Davis Restoration & Remodeling, for the Scott Firefighter Challenge to be held at MATC South Campus on September 12 and 13, 2014.

The Committee discussed the event. The event will require the closing of a portion of 6th Street. It was noted that all departmental approvals were received.

Ald. Gehl, seconded by Ald. Kurkowski, moved to grant a Special Event license to Barb Landisch, Paul Davis Restoration & Remodeling for the Scott Firefighter Challenge to be held at MATC South Campus on September 12 and 13, 2014. On roll call, all voted aye.

Ald. Gehl, seconded by Ald. Kurkowski, moved to adjourn this meeting at 8:14 p.m. On roll call, all voted aye.