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

COMMON COUNCIL MEETING AGENDA

WEDNESDAY, NOVEMBER 5, 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: 10/21/14.

Recognition

4. **Mayoral Proclamation:** Marching Knights of Oak Creek High School.

Presentation

5. **Presentation:** Presentation and update by Owner's Representative, Steve Chamberlain, on the building construction for the City Hall, Library and Fire Station projects.

New Business

MAYOR & COMMON COUNCIL

6. **Motion:** Consider a motion to approve health plan design changes for 2015 (by Committee of the Whole).
7. **Motion:** Consider a motion to authorize the City Administrator to execute contracts with various vendors as detailed in the amount of \$995,555 for furniture purchases after review and concurrence of the contract form by the City Attorney's office (by Committee of the Whole).
8. **Ordinance:** Consider Ordinance No. 2740, repealing and recreating Section 11.20(g) and creating 11.20(h) of the Municipal Code regarding Regulation of Firearms, Explosives and other Missiles and creating Section 11.23(e) of the Municipal Code regarding the Sale and Discharge of Fireworks Restricted (by Committee of the Whole).
9. **Resolution:** Consider Resolution No. 11554-110514, accepting a quit claim deed from Wisconsin Electric Power Company dba WE Energies (4th District).

10. **Resolution:** Consider Resolution No. 11550-110514, accepting the 2012 Financial Statement and Auditors' Report as prepared and presented by Baker Tilly Virchow Krause, LLP (by Committee of the Whole).
11. **Resolution:** Consider Resolution No. 11551-110514, accepting the 2013 Financial Statement and Auditors' Report as prepared and presented by Baker Tilly Virchow Krause, LLP (by Committee of the Whole).
12. **Motion:** Consider a motion to approve a professional service agreement with SmithGroupJJR for Lake Vista Planning, Programming, and Conceptual design in an amount not to exceed \$61,000, and authorize the City Administrator to sign the agreement (by Committee of the Whole).
13. **Motion:** Consider a motion to approve a professional service agreement with SmithGroupJJR for Lake Vista Schematic Design of Lakefront Connection to Bender Park in an amount not to exceed \$17,800, and authorize the City Administrator to sign the agreement (by Committee of the Whole).
14. **Motion:** Consider a motion to approve a professional service agreement with SmithGroupJJR for Lake Vista Community Park and Playground construction documents in an amount not to exceed \$100,500, and authorize the City Administrator to sign the agreement (by Committee of the Whole).
15. **Motion:** Consider a motion to approve a professional service agreement with SmithGroupJJR for Lake Vista Terrace and Access to Lake Construction documents in an amount not to exceed \$120,000, and authorize the City Administrator to sign the agreement (by Committee of the Whole).
16. **Discussion:** Council discussion and direction regarding the scheduling of 2015 Regular Combined Common Council meeting dates.
17. **Motion:** Consider a motion to approve the 2014 Vendor Summary Report in the amount of \$3,248,760.24 (by Committee of the Whole).

UTILITY

18. **Resolution:** Consider Resolution No. 11552-110514, accepting Waiver of Special Assessment Notices and Hearings for water lateral installation, and levying special assessments against benefited properties and establish an interest rate of 4% (5th District).

INFORMATION TECHNOLOGY

19. **Motion:** Consider a motion to purchase fiber optic cable and miscellaneous fiber equipment from Power and Telephone Supply in the amount of \$42,600.45 (Project 06007) (by Committee of the Whole).

ENGINEERING

20. **Resolution:** Consider Resolution No. 11549-110514, accepting the workmanship and authorizing final payment to Advance Construction, for Project No. 09024 (installation of drainage improvements from Puetz Rd. to north of Forest Hill Ave.) (3rd District).

COMMUNITY DEVELOPMENT

21. **Motion:** Consider a *motion* to renew the marketing service contract with Connect The Dots LLC for a one year period commencing November 1, 2014 (by Committee of the Whole).
22. **Ordinance:** Consider *Ordinance* No. 2741, creating Section 2.77 of the Municipal Code to establish a tourism commission (by Committee of the Whole).
23. **Ordinance:** Consider *Ordinance* No. 2742, repealing and recreating Section 3.40(d)1 and 3 and creating Section 3.40(d) 6 and 7 of the Municipal Code relating to room tax for hotels and motels (by Committee of the Whole).
24. **Resolution:** Consider *Resolution* No. 11555-110514, approving a certified survey map for the property at 7941 S. Howell Ave. (2nd District).
25. **Resolution:** Consider *Resolution* No. 11556-110514, approving a certified survey map for the property at 7941 S. Howell Ave. (2nd District).

LICENSE COMMITTEE

The License Committee met on 10/28/14 meeting. Minutes are attached. Recommendations are as follows:

26. **Motion:** Consider a *motion* to grant an Operator's license to Michael S. Wright, 626 E. Kilbourn Ave., Milwaukee (Aldi).

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

27. **Motion:** Consider a *motion* to grant an Operator's license to Jeannette Lucero Alvaredo, 5077 W. Cold Spring Rd., Greenfield (Applebee's) (*favorable background report received*).

MISCELLANEOUS

28. **Motion:** Consider a *motion* to convene in to Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes 19.85(1)(g) to discuss the following:
 - a. Section 19.85(1)(c)(e) to discuss negotiation strategy for the Personnel Committee, Staff, and the City's Labor Attorney in upcoming labor negotiations with the Police and Fire unions.
 - b. Section 19.85 (1)(e) to consider proposed Tax Incremental District No. 11 Finance Development Agreements between the City of Oak Creek and DTS B3 LLC and the City of Oak Creek and DTS C3 LLC (Drexel Town Square).
 - c. Section 19.85(1)(c) to discuss 2015 pay adjustments for specified regular part-time and full time non-represented employees.
29. **Motion:** Consider a *motion* to reconvene into Open Session.
30. **Resolution:** Consider *Resolution* No. 11553-110514, approving Tax Incremental District No. 11 Development Agreements with DTS B3 LLC and DTS C3 LLC (Drexel Town Square) (2nd District).

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

MAYORAL PROCLAMATION
Marching Knights
of Oak Creek High School
2014



WHEREAS, the 193 member Marching Knights of Oak Creek High School completed their twenty-sixth season in the pursuit of musical excellence with their 2014 presentation of the "The Sound of Music" arranged by Jay Dawson; and

WHEREAS, the Marching Knights include all tenth through twelfth grade students enrolled in the Oak Creek High School band; and

WHEREAS, the Marching Knights are led by musical directors Guy Gregg and Amy Fuchs; and

WHEREAS, the Marching Knights represented Oak Creek at six contests throughout Wisconsin and Illinois, placing first in five of the contests and winning best musical presentation at each competition; and

WHEREAS, the Marching Knights won various caption awards including Best Colorguard, Best Percussion, and Best General Effect throughout the season; and

WHEREAS, the Marching Knights traveled to Whitewater, Wisconsin and won their first ever Wisconsin State Music Association AAAA Championship with a score of 89.15; and

WHEREAS, the members of the Oak Creek High School Band take great pride in their vast musical accomplishments and widespread reputation for maintaining the highest standards of integrity and character; and

WHEREAS, we congratulate the Marching Knights on an outstanding season of competition and musical excellence.

THEREFORE BE IT RESOLVED that I, Mayor Steve Scaffidi, ask that all residents of this community join me in honoring the Marching Knights of Oak Creek High School.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to transmit a suitable copy thereof to the Marching Knights of Oak Creek High School.

Dated this 28th day of October, 2014.

Catherine Roeske, City Clerk

Stephen Scaffidi, Mayor

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 6

Recommendation: Approve health plan design changes for 2015.

Background: Health insurance costs have a significant impact on the City's budget. Conscious of this, the City Administrator and the financial and human resources staff, along with consultants have worked hard at containment efforts regarding City paid health premiums.

From 2012-2014 premium costs were reduced by 10.7%-11.4% and the fund balance in the City's Insurance Fund has increased from \$221,000 in 2012 to an estimated \$1,400,000-\$1,600,000 in 2014 (see attached Health Insurance Cost History).

Due to adverse claims experience in 2007-2011, the Insurance Fund cash balance had declined from \$2,897,390 in 2007 to \$191,107 in 2011. An average of 3-6 months average net health insurance costs (\$1,419,000-\$2,838,000) is recommended to be maintained as a fund balance based upon a survey of other Wisconsin public employers with a self-insured medical and prescription plan.

Projections for health care cost increases in 2015 range from 4.0-6.5%. The City also expects its health insurance plan to continue to see increases in the number of active and retired employees for the next 10-15 years until the effects of eliminating post-65 coverages and the elimination of post-employment health insurance for the city's newly hired employees can be realized.

Attached to this report are the benefit modifications proposed for implementation effective January 1, 2015. Under Wisconsin law, the City has the ability to adjust its health insurance benefit plan without negotiating with its employees. It is expected the proposed adjustments in health plan benefits will allow the City to reduce its contributions toward health insurance premiums and allow financial resources to shift to employee wage increases while providing for a continuation of no tax increases. We have attempted to provide competitive health benefits for our employees and to seek equity amongst various employee groups.

Significant changes proposed for the 2015 plan year include:

- Change pharmacy benefit manager from Express Scripts to CVS/Caremark and addition of a fourth tier copay for specialty drugs
- Introduction of first dollar deductible and elimination of copays for medical services
- Creation of two-tiered deductible for various employee and retiree groups:
 - Tier 1: \$1,000/\$1,500/\$2,000 in network
 - Tier 2: \$2,000/\$3,000/\$4,000 in network

- Other changes to the plan have been made which will be communicated to employees and retirees through group meetings and the Benefits Enrollment Guide

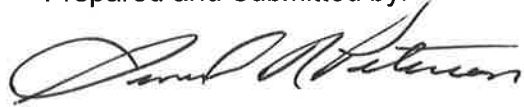
Fiscal Impact: It is estimated the proposed health plan changes will allow for continued Insurance Fund balance growth while stabilizing our health care costs to provide funding for City budget priorities.

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek

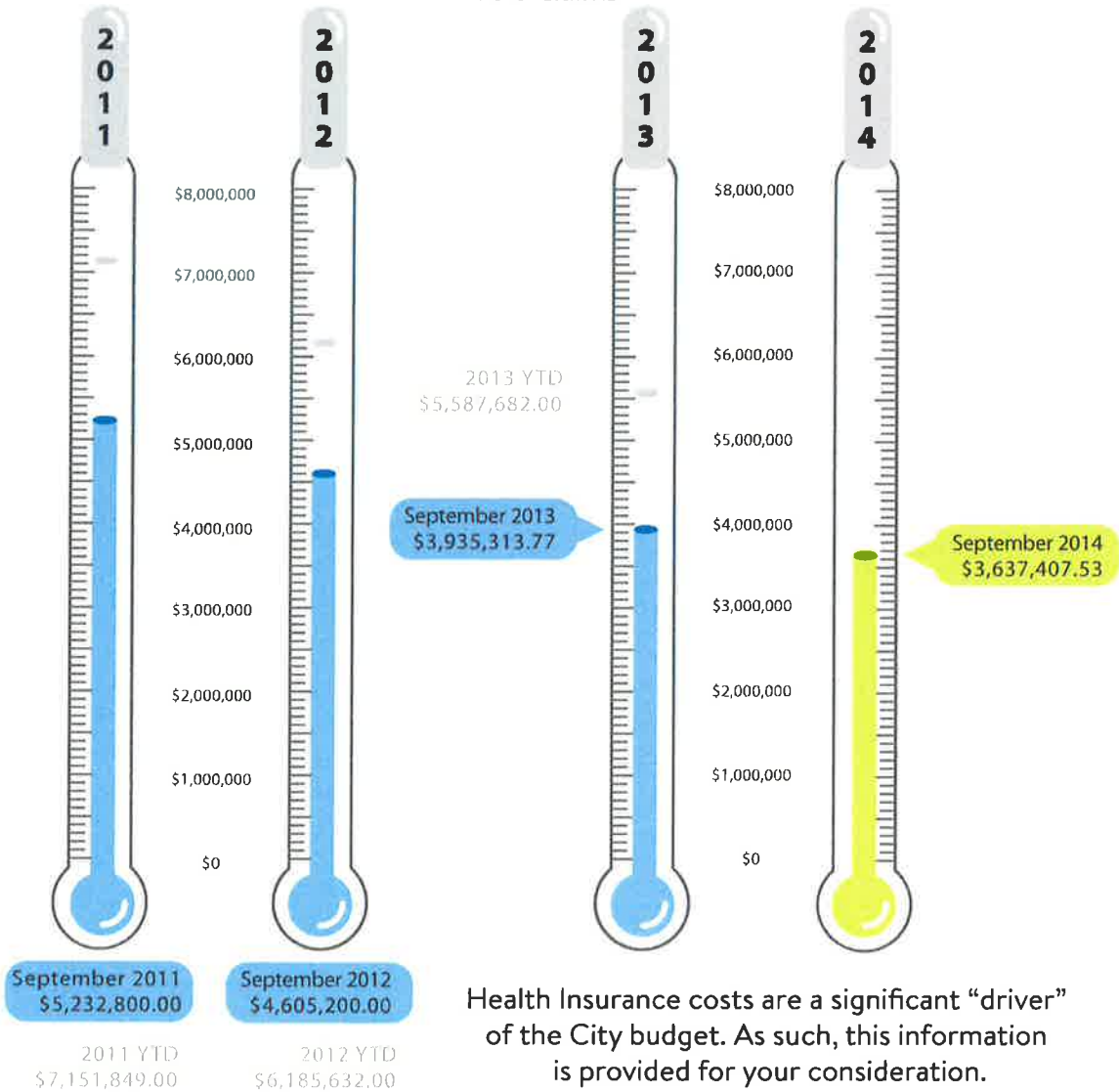
Health Insurance Cost History 2003-2013

YEAR	PAID CLAIMS		ADMIN FEES		PAID BY		TOTAL TAX LEVY	% CHANGE	ENDING	
					STOP LOSS	NET COSTS			% CHANGE	FUND BALANCE
2013	\$ 4,806,144	\$ 869,651	\$ 88,113	\$ 5,587,682	-9.7%	\$ 19,087,115	1.0%	\$ 665,369	201.5%	
2012	\$ 5,596,715	\$ 863,621	\$ 274,704	\$ 6,185,632	-13.5%	\$ 18,909,370	0.5%	\$ 220,669	15.5%	
2011	\$ 7,328,695	\$ 675,800	\$ 852,646	\$ 7,151,849	12.1%	\$ 18,819,420	-0.2%	\$ 191,107	-83.3%	
2010	\$ 6,439,900	\$ 662,500	\$ 722,700	\$ 6,379,700	13.7%	\$ 18,861,420	0.3%	\$ 1,145,957	-45.3%	
2009	\$ 5,036,100	\$ 663,500	\$ 90,700	\$ 5,608,900	4.8%	\$ 18,807,600	1.2%	\$ 2,093,659	-18.3%	
2008	\$ 5,022,100	\$ 651,500	\$ 319,400	\$ 5,354,200	7.6%	\$ 18,585,140	2.3%	\$ 2,562,438	-11.6%	
2007	\$ 4,907,000	\$ 539,500	\$ 468,700	\$ 4,977,800	16.4%	\$ 18,164,740	4.0%	\$ 2,897,390	9.8%	
2006	\$ 3,992,600	\$ 475,000	\$ 189,800	\$ 4,277,800	-6.3%	\$ 17,461,998	2.6%	\$ 2,638,777	34.9%	
2005	\$ 4,567,775	\$ 449,825	\$ 453,000	\$ 4,564,600	12.8%	\$ 17,013,363	3.0%	\$ 1,955,473	-0.1%	
2004	\$ 3,810,050	\$ 428,950	\$ 194,000	\$ 4,045,000	11.9%	\$ 16,513,363	1.6%	\$ 1,957,272	24.9%	
2003	\$ 3,388,800	\$ 419,700	\$ 192,400	\$ 3,616,100		\$ 16,251,238		\$ 1,566,495		
AVERAGE ANNUAL INCREASE:				\$ 197,158	5.0%	\$ 283,588	1.6%		12.8%	
AVERAGE ANNUAL LEVY INCREASE NEEDED TO COVER HEALTH COSTS:							1.6%			
DIFFERENCE:							0.0%			

Health Insurance Premium History 2003-2014

Insurance Type	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Family	\$1,206.62	\$1,319.11	\$1,474.69	\$1,381.11	\$1,353.02	\$1,625.80	\$1,727.96	\$1,851.14	\$1,909.53	\$2,211.40	\$2,137.28	\$1,960.42
Employee +1	-	-	-	-	-	-	-	-	-	\$1,555.51	\$1,505.58	\$1,378.27
Employee	\$520.23	\$572.90	\$556.75	\$584.47	\$523.11	\$624.99	\$661.23	\$710.29	\$833.05	\$844.83	\$821.12	\$754.64

Paid Claims



City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 7

Recommendation: Authorize the City Administrator to execute contracts with various vendors as detailed in the amount of \$995,555 for furniture purchases after review and concurrence of the contract form by the City Attorney's office.

Background: On March 5, 2013 the Common Council approved entering into a contract with Engberg Anderson Inc. for providing architectural and design services for the selection and bidding of furnishings for the City Hall and Library. This firm has worked in cooperation with our building architect, owners representative, Library and City staff to select and purchase appropriate furniture for the new buildings. Budgets for these purchases have been developed and revised over this time to stay within available project funding. It may be possible to add furniture (primarily new bookshelves for the Library) at a later date should funding be available from fundraising or another source.

The Common Council authorized bids for furnishings to be sought at its March 4, 2014 meeting and bids were received and opened on May 9, 2014 in eleven (11) separate bid packages. A summary of the bids received and a recommendation originally made for award dated June 16, 2014 from Engberg Anderson is attached. Since the bid opening and initial recommendation, it has become apparent the resources for funding this project have fallen short of estimates. It has been necessary to revise the bid awards to account for this current funding gap. It may be possible to add some or all of these furnishings to the project later.


Based upon this reduced scope, the architect, owners representative, Library and City staff have identified reductions in the scope of furnishings purchases to fit the available budget. Recommendations are to award eight of the eleven bid packages to various vendors who were low bidder as shown on the 10/27/14 attached titled "City of Oak Creek Furnishings – City Hall and Library". Furnishings not awarded due to a current funding gap amount \$360,000 and are primarily for library bookshelves.

Fiscal Impact: If approved, furnishings in the amount of \$995,555 from available Library and City Hall building construction funds would be used for this purchase. It may be possible to expand the scope of these purchases later, depending upon the availability of funding.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Furnishings - City Hall & Library

Updated 10-27-14

Package Description	Supplier	Amount	Original	Reduction
Package #1 - Upholstered Furniture & Outdoor	Interior Investments	\$306,654	\$329,000	-\$22,346.00
Package #2 - Task Chairs	Forrer Business Interiors, Inc.	\$49,702	\$74,000	-\$24,298.00
Package #3 - Youth Tables & Chairs	Henricksen	\$109,212	\$143,000	-\$33,788.00
Package #4 - Task Chairs	M&M Office Interiors, Inc	\$17,263	\$17,000	\$263.00
Package #5 - Mobile Shelving & Lounge Chairs (w/partial #8)	Library Furniture International	\$26,475	\$28,000	-\$1,525.00
Package #6 - Chairs & Tables	Building Service, Inc	\$41,791	\$47,000	-\$5,209.00
Package #7 - Modular Office Systems	Schroeder Solutions	\$316,418	\$316,000	\$418.00
Package #8 - General Bookstack Case Goods (w/#5)	Unawarded	\$0	\$146,000	-\$146,000.00
Package #9 - Conference, Study, General Tables	Embury, Ltd.	\$128,040	\$135,000	-\$6,960.00
				\$0.00
Package #10 - Bookstacks (Cantilever)	Unawarded	\$0	\$97,000	-\$97,000.00
Package #11 - Bookstacks (Other)	Unawarded	\$0	\$117,000	-\$117,000.00
Total Contract Awards For Approval		\$995,555	\$1,449,000	-\$453,445.00

Library Bookstacks (Unawarded) Value \$360,000



Evaluation of Received Bids

June 10, 2014

To: City Administrator Oak Creek City Hall

From: Sarah Ponto Engberg Anderson, Inc.

Re Receipt of Acceptable Bids & Contract Award Recommendations
Furnishings
Oak Creek Civic Center
Engberg Anderson Project No. 132257

RECEIPT OF BIDS

The library received and opened bids for Furniture Bid Package on May 9, 2014. A tabulation of the bid results is attached for review. A summary of our recommendations for each Contract follows; we recommend that the City award contracts to each of the responsive responsible bidders listed below.

CONTRACT 1 – FURNISHINGS 1

M&M bid on this contract. The bid is complete. They are not the low bidder.

Henricksen bid on this contract. The bid is complete. They are not the low bidder.

BSI bid on this contract. The bid is complete. They are not the low bidder.

Brothers bid on this contract. The bid is incomplete.

Independent Marketing Associates, Inc. bid on this contract. The bid is incomplete.

Interior Investments is the apparent low bidder for this contract; the bid is complete and does not contain errors. The bidder provided the qualification statement, acknowledged all addendums, and signed the bid form.

CONTRACT 2 – FURNISHINGS 2

Forrer is the only bidder on this contract due to the proprietary items that can only be provided by a Steelcase dealer.

Forrer Business Interiors is the apparent low bidder for this contract; the bid is complete and does not contain errors. The City must verify task seating quantity requirements before proceeding with this contract. The bidder signed the bid form, but did not acknowledge the addendums. A qualification statement was provided. Acknowledgement of the addendums will be required before a final recommendation can be given.

CONTRACT 3 – FURNISHINGS 3

Brothers bid on this contract. The bid was incomplete.

Independent Marketing Assoc. Inc. bid on this contract. The bid was incomplete.

Henricksen is the apparent low bidder for this contract; the bid is complete and does not contain errors. The bidder provided the qualification statement, acknowledged all addendums, and signed the bid form.

CONTRACT 4 – FURNISHINGS 4

M&M is the only bidder on this contract due to the proprietary items that can only be provided by a Haworth dealer.

M&M is the apparent low bidder for this contract; the bid is complete and does not contain errors. The City must verify task seating quantity requirements before proceeding with this contract. The bidder provided the qualification statement, acknowledged all addendums, and signed the bid form.

CONTACT 5 - FURNISHINGS 5

Brothers bid on this contract. The bid is complete. They are not the low bidder.

Library Furniture International is the apparent low bidder for this contract; the bid is complete and does not contain errors. The bidder provided the qualification statement, acknowledged all addendums, and signed the bid form.

CONTRACT 6 – FURNISHINGS 6

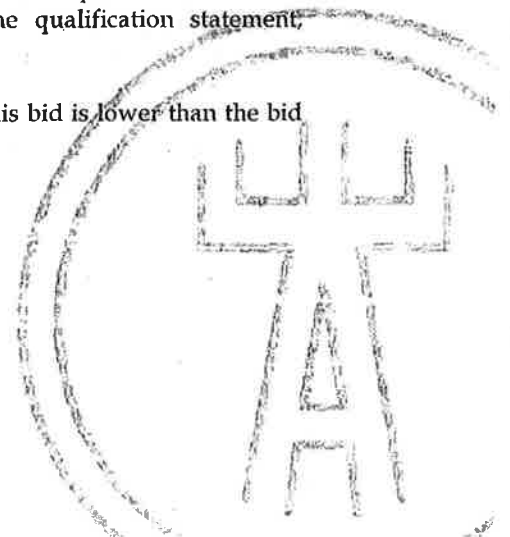
Henricksen bid on this contract. The bid is complete. They are not the low bidder.

Brothers bid on this contract. The bid is incomplete.

Corporate Design Interiors bid on this contract. The bid is complete. They are not the low bidder.

BSI is the apparent low bidder for this contract with originally specified products; the bid is complete and does not contain errors. The bidder provided the qualification statement, acknowledged all addendums, and signed the bid form.

BSI also provided a bid for allowed substitutions for this section. This bid is lower than the bid for the originally specified products.



CONTRACT 7 – SYSTEMS FURNISHINGS

Henricksen bid on this contract. The bid is complete. They are not the low bidder.

Schroeder Solutions is the apparent low bidder for this contract; the bid is complete and does not contain errors. The bidder provided the qualification statement, acknowledged all addendums, and signed the bid form.

Schroeder Solutions also provided a bid for allowed substitutions for this section. This bid is not the low bid.

CONTRACT 8 – CASEGOODS - GENERAL

Sommer Library Bureau bid on this contract. The bid is incomplete.

Library Furniture International is the apparent low bidder for this contract and the bid did not contain any errors. The bidder provided the qualification statement, acknowledged all addendums, and signed the bid form.

CONTRACT 9 – CASEGOODS - TABLES

Library Furniture International bid on this contract. The bid is complete. They are not the low bidder.

Embury, Ltd. is the apparent low bidder for this contract and the bid did not contain any errors. The bidder provided the qualification statement, acknowledged all addendums, and signed the bid form.

CONTRACT 10 – BOOKSTACKS – CANTILEVERED

Storage Systems bid on this contract. The bid is complete. They are not the low bidder.

Embury Ltd. bid on this contract. The bid is complete. They are not the low bidder.

Sommer Library Bureau is the apparent low bidder for this contract. The bidder provided the qualification statement, acknowledged all addendums, and signed the bid form. The bid is significantly lower than the other two bids for this contract and EA has not worked with this manufacturer or vendor previously. While verifying the bid amount with the Library Bureau rep, the rep asked to increase his bid for this contract. Meanwhile EA has been attempting to contact references provided by this company. The reference given worked with Library Bureau over 20 years ago. EA recommends that this bid be disqualified and that the Owner move on to the next lowest bid, which is Embury Ltd.

CONTRACT 11 – BOOKSTACKS - OTHER

Sommer Library Bureau bid on this contract, however they substituted product that was not approved during bidding.

Embury Ltd. bid on this contract, however they substituted product that was not approved during bidding.

Library Furniture International is the apparent low bidder for this contract; the bid is complete and does not contain errors. The bidder provided the qualification statement, acknowledged all addendums, and signed the bid form.

SUMMARY OF BID RECOMMENDATIONS

	Contracts for Approval	Recommended Bidder	Bid Amount
1	Furnishings 1	Interior Investments	\$329,128.28
2	Furnishings 2	Forrer Business Interiors	\$74,142.87
3	Furnishings 3	Henricksen	\$142,241.00
4	Furnishings 4	M&M	\$17,263.17
5	Furnishings 5	Library Furniture International	\$27,651.00
6	Furnishings 6	BSI	\$47,050.92
7	Systems Furnishings	Schroeder Solutions	\$316,418.00
8	Casegoods - General	Library Furniture International	\$145,888.00
9	Casegoods - Tables	Embury, Ltd.	\$135,295.83
10	Bookstacks - Cantilevered	Embury, Ltd.	\$96,303.91
11	Bookstacks - Other	Library Furniture International	\$117,318.00
	TOTAL		\$1,448,700.98

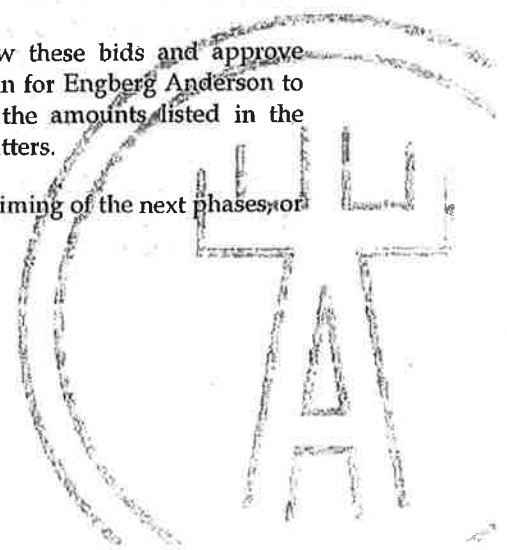
PERFORMANCE AND PAYMENT BONDS

Engberg Anderson recommends that the City of Oak Creek request Performance and Payment Bonds from all bidders. This is a typical requirement for any project where a bid exceeds \$20,000.

REQUEST FOR OWNER AUTHORIZATIONS

Based on the provisions of the agreement we ask that you review these bids and approve acceptance of the apparent low bid. This will constitute authorization for Engberg Anderson to prepare the Agreement between the Owner and the Vendor for the amounts listed in the summary above. Please advise us of the Board's decisions in these matters.

If you have any questions or comments in regards to the bidders, the timing of the next phases, or any other aspect of the project, please contact me.



Evaluation of Received Bids

June 10, 2014

Sincerely,

Sarah Ponto
Interior Designer

SP/WW

Copied Carolyn Chamberlin, Chamberlin Group

BID TABULATION SHEET - Reduced Scope

Oak Creek Civic Center
 EA Project No. 132257
 Bid Opening Date: May 9, 2014



CONTRACT XX- CONTRACT DESCRIPTION

BASE BIDS											SUBSTITUTION BIDS		AD Acknowledged	Bond Included	Signature	
126110	126120	126130	126140	126150	126160	127000	128500	128600	129000	129100	1	2				
Furnishings 1	Furnishings 2	Furnishings 3	Furnishings 4	Furnishings 5	Furnishings 6	Systems Furnishings	Casegoods - General	Casegood - Tables	Bookstacks - Cantilever	Bookstacks - Other	Description	Description				
Bidder 1: M&M																
364,222.28			17,263.17											y	n	y
Bidder 2: Heuricksen																
333,902.00		109,212.00			49,694.00	361,423.00								y	y	y
Bidder 3: Forrer Business Interiors																
	49,701.69													n	y	y
Bidder 4: Interior Investments																
303,351.96														y	n	y
Bidder 5: BSI																
						41,790.99					No. 6					
338,817.17											44,706.91			y	y	y
Bidder 6: Storage Systems																
										111,309.00				y	y	y
Bidder 7: Library Furniture International																
				20,284.00			6,191.00	190,069			117,318.00			y	y	y
Bidder 8: Brothers																
incomplete		incomplete		27,863.00	incomplete									y	y	y
Bidder 9: Sommer Library Bureau																
							incomplete			81,000.00	63,000.00	substitution request not granted during bidding		y	y	y
Bidder 10: Embury Ltd.																
								128,039.75	96,303.91	96,392.90	substitution request not granted during bidding		y	n	y	
Bidder 11: Independent Marketing Assoc. Inc.																
incomplete		incomplete									no substitution requests were submitted during		n	n	n	
Bidder 12: Corporate Design Interiors																
					64,158.99									y	n	y
Bidder 13: Schroeder Solutions																
						316,418.00					Leverage					
											319,742.00			y	n	y

City of Oak Creek Common Council Report

Meeting Date: 11/5/14

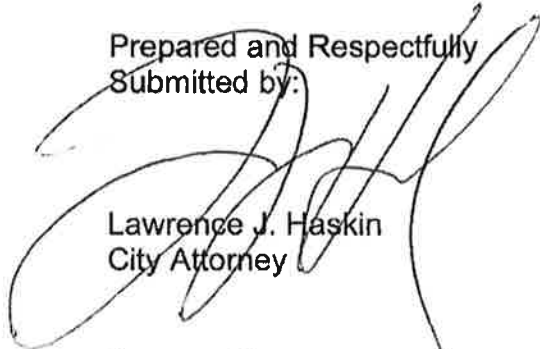
Recommendation: That the Common Council adopt Ordinance No. 2740, an Ordinance to Repeal and Recreate Section 11.20(g) and to Create 11.20(h) of the Municipal Code Regarding Regulation of Firearms, Explosives and Other Missiles and Create Section 11.23(e) of the Municipal Code Regarding the Sale and Discharge of Fireworks Restricted.

Background: City Clerk Catherine Roeske, Police Chief John Edwards, Assistant Fire Chief Michael Kressuk and the City Attorney met recently with representatives of Milwaukee County regarding the control of wildlife on property owned by Milwaukee County and controlled by General Mitchell International Airport ("GMIA"). There is a serious problem of wildlife causing potential safety issues for aircraft taking off and landing at GMIA. At the meeting, it was explained that representatives of the USDA under the direction of Milwaukee County are discharging shotguns, rifles or handguns, pyrotechnics and may discharge arrows or bolts from a crossbow, and are utilizing traps to control the wildlife population in the area of GMIA. Attached to this report is a map depicting areas under the control of GMIA. Technically, these activities are violating our current Ordinances. This Ordinance creates an exception to our ordinances to allow these activities by Milwaukee County employees or its agents under the control of GMIA. A representative from the USDA in charge of these efforts will be at the meeting of November 5th to explain this program.

For stylistic purposes, the exception to Section 11.20 will now be contained in (g) and the definition section of this Ordinance is moved to (h). Police Chief Edwards is in support of this Ordinance.

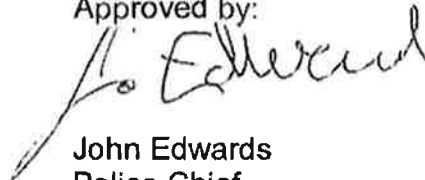
Fiscal Impact: None.

Prepared and Respectfully
Submitted by:



Lawrence J. Haskin
City Attorney

Approved by:



John Edwards
Police Chief

Approved by:



Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Thomas Rosandich
Fire Chief

ORDINANCE NO. 2740

BY: _____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 11.20(g) AND TO CREATE 11.20(h) OF THE MUNICIPAL CODE REGARDING REGULATION OF FIREARMS, EXPLOSIVES AND OTHER MISSLES AND TO CREATE SECTION 11.23(e) OF THE MUNICIPAL CODE REGARDING THE SALE AND DISCHARGE OF FIREWORKS RESTRICTED

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

SECTION 1: Section 11.20(g) of the Municipal Code is hereby repealed and recreated to read as follows:

11.20 REGULATION OF FIREARMS, EXPLOSIVES, AND OTHER MISSLES

(g) This Section shall not apply to Milwaukee County employees and its agents while on property owned by Milwaukee County under the control of General Mitchell International Airport.

SECTION 2: Section 11.20(h) of the Municipal Code is hereby created to read as follows:

11.20 REGULATION OF FIREARMS, EXPLOSIVES, AND OTHER MISSLES

(h) Definitions. For purposes of this Section:

- (1) A firearm is defined as any instrumentality from or with which a shot, bullet or pellet may be discharged or expelled, regardless of whether the propelling force is provided by air, spring or other similar mechanical device, or gun powder.
- (2) A building is defined as a permanent structure used for human occupancy and includes a manufacturing home as defined in Section 101.91(2) Wis. Stats.

SECTION 3: Section 11.23(e) of the Municipal Code is hereby created to read as follows:

11.23 SALE AND DISCHARGE OF FIREWORKS RESTRICTED.

(e) General Mitchell International Airport Property. This section shall not apply to Milwaukee County employees or its agents while on property owned by Milwaukee County under the control of General Mitchell International Airport.

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

SECTION 3: This ordinance shall take force and be in effect from and after its passage and publication.

Introduced this _____ day of _____, 2014.

Passed and adopted this _____ day of _____, 2014.

President, Common Council

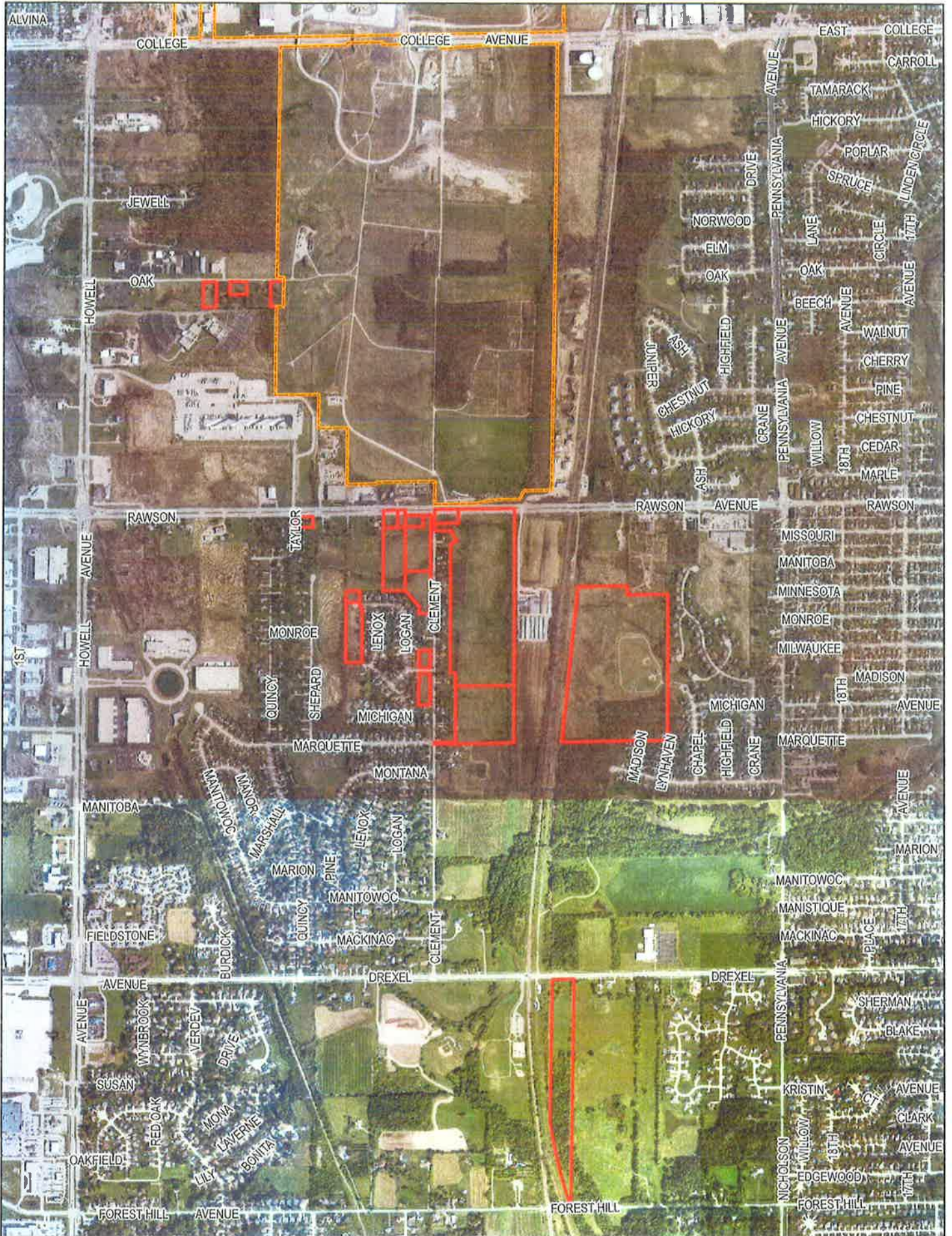
Approved this _____ day of _____, 2014.

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____



City of Oak Creek Common Council Report

Revised

#9

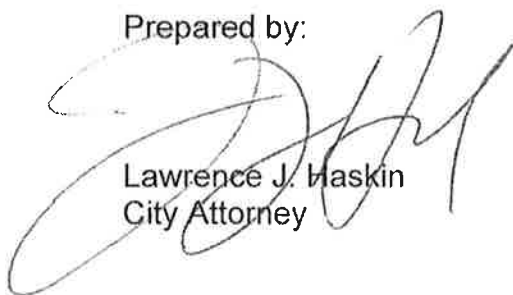
Meeting Date: 11/5/14

Recommendation: That the Common Council adopt Resolution No. 11554-110514, a Resolution Accepting a Quit Claim Deed from Wisconsin Electric Power Company d/b/a We Energies.

Background: On August 18, 2014, the Wisconsin Department of Transportation ("WisDOT") and Wisconsin Electric Power Company ("WEPCO") entered into an Agreement, a copy of which is attached, whereby WEPCO agreed to be responsible for WisDOT's expenses related to upgrading the signal equipment at State Highway 32 ("Wis 32") and County Line Road to meet required standards for permanent installation. The Agreement further provided that WEPCO was to be responsible for WisDOT's expenses for the maintenance of the traffic signals located at the Wis 32 and County Line Road intersection for the next 20 years. The Agreement further provided that WEPCO was to dedicate as public highway right-of-way to the City of Oak Creek the first 250 feet of the power plant entrance beginning immediately to the east of the land previously dedicated by WEPCO for the intersection improvements that established a new east right-of-way line for Wis 32. A copy of the Quit Claim Deed which conveys the 250 feet of right-of-way is attached.

Fiscal Impact: None as WEPCO will continue to maintain that portion of the driveway that has been deeded to the City.

Prepared by:



Lawrence J. Haskin
City Attorney

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Approved by:

Michael Simmons,
City Engineer

City of Oak Creek Common Council Report

9

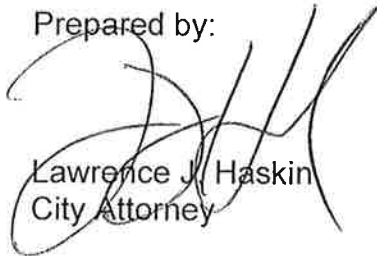
Meeting Date: 11/5/14

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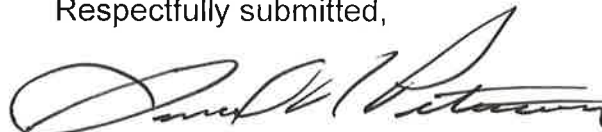
Fiscal Impact: None as WEPCO will continue to maintain that portion of the driveway that has been deeded to the City. Minimal expenses will be incurred by the City for ongoing maintenance and repair of the 250 feet of the power plant entrance.

Prepared by:



Lawrence J. Haskin
City Attorney

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMPW
Finance Director / Comptroller

Approved by:

Michael Simmons,
City Engineer

RESOLUTION NO. 11554 - 110514

RESOLUTION ACCEPTING A QUIT CLAIM DEED FROM WISCONSIN
ELECTRIC POWER COMPANY D/B/A WE ENERGIES
(4th Aldermanic District)

WHEREAS, the State of Wisconsin and Wisconsin Electric Power Company ("WEPCO") entered into an Agreement as of August 18, 2014 which required WEPCO to be responsible for expenses incurred by the Department of Transportation ("WisDOT") related to upgrading the signal equipment at the State of Wisconsin Highway 32 ("Wis 32") and County Line Road intersection; and,

WHEREAS, said Agreement provided that WEPCO was to dedicate as public right-of-way to the City of Oak Creek the first 250 feet of the power plant entrance beginning immediately to the east of the land dedicated by WEPCO for improvements that establish a new east right-of-way line for Wis 32; and,

WHEREAS, by virtue of a Quit Claim Deed dated September 29, 2014 from WEPCO to the City, WEPCO has dedicated the necessary right-of-way.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Quit Claim Deed from WEPCO be and the same is hereby accepted as public right-of-way.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of November, 2014.

Passed and adopted this 5th day of November, 2014.

President, Common Council

Approved this 5th day of November, 2014.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____



We Energies
231 W. Michigan St.
Milwaukee, WI 53203
www.we-energies.com

Catherine A. Phillips

PH: (414) 221-3479
Fax: (414) 221-2139
Email: catherine.phillips@we-energies.com

October 27, 2014

Mr. Lawrence J. Haskin
City Attorney
City of Oak Creek
7300 S. 13th Street, Suite 104
Oak Creek, WI 53154

RE: Oak Creek Power Plant/Elm Road Generating Station Driveway Entrance

Dear Larry:

In August of this year, you and I exchanged voicemail messages regarding the entrance of the Oak Creek Power Plant/Elm Road Generating Station off of Hwy 32 in the City of Oak Creek. Attached is the MOU between the Wisconsin Department of Transportation and Wisconsin Electric Power Company in that regard. As indicated in Article 1.4, Wisconsin Electric is to "dedicate as public right-of-way to the City of Oak Creek the first 250 feet of the Power Plant entrance..." As you had suggested and we agreed, attached is the quit claim deed that dedicates that property to the City. Wisconsin Electric will continue to maintain the portion of the driveway that we deduced to the City.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Catherine Phillips', written over a horizontal line.

Catherine Phillips
Legal Counsel

Attachments: MOU
Quit Claim Deed

cc: Linda Sodemann

AGREEMENT

THIS AGREEMENT is made and entered into by and between **Wisconsin Department of Transportation** ("WisDOT") and **Wisconsin Electric Power Company** ("WEPCO").

WHEREAS, Elm Road Services ("ERS") constructed a facility expansion at the Oak Creek Power Plant ("Expansion"), located in the City of Oak Creek and Village of Caledonia, Wisconsin and as a result of the construction taking place between 2005 and 2010, there was increased motor vehicle traffic in the immediate vicinity of the entrances to the power plant; and

WHEREAS, during the period of construction, increased motor vehicle traffic required roadway improvements and accompanying signals ("Improvements") to be created; and

WHEREAS, ERS entered into an agreement in 2005 with WisDOT which addressed the responsibilities of WisDOT and ERS related to the Improvements including the installation of accompanying traffic signals at certain intersections within the vicinity of the Expansion Project; and

WHEREAS, WEPCO is operating the Expansion of the Oak Creek Power Plant and as a result there will continue to be increased traffic in the immediate vicinity of the power plant; and

WHEREAS, WisDOT will allow the Improvements, including the traffic signals, to remain in place at the WIS 32 and County Line Road intersection for a period of twenty (20) years.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1.0 WEPCO Responsibilities

- 1.1 WEPCO shall be responsible for WisDOT's expenses related to upgrading the signal equipment at the WIS 32 & County Line Road intersection to meet the required standards for a permanent installation.
- 1.2 WEPCO shall be responsible for WisDOT's expenses for the maintenance of the traffic signals located at the WIS 32 & County Line Road intersection for the next twenty years. WEPCO shall provide a payment of \$2000 to WisDOT by June 1 of every year beginning in 2014 for the additional maintenance costs. WEPCO has the option to provide a onetime lump sum payment of \$40,000, if desired, in 2014.
- 1.3 WEPCO shall, if required by WisDOT, remove one of the southbound left turn lanes at the WIS 32 & County Line Road by placing the appropriate pavement markings in place to indicate that the lane is not to be used.
- 1.4 WEPCO shall dedicate as public highway right-of-way to the City of Oak Creek the first 250 feet of the Power Plant entrance beginning immediately to the east of the land dedicated by WEPCO for the Improvements that established a new east right-of-way line for WIS 32. This dedication is required to allow WisDOT to be able to place and maintain traffic signal equipment on this approach to the WIS 32 & County Line Road intersection. In addition, this dedication is needed to bring the access into compliance with Wisconsin State Statutes regarding private driveway widths. Wisconsin Statute 86.07 and Administrative Code Trans 231 limit private driveway widths to thirty-five (35) feet. The current private driveway access greatly exceeds this limit. The responsibility for maintenance of the roadway will need to be negotiated with the City of Oak Creek.

ARTICLE 2.0 WisDOT Responsibilities

- 2.1 WisDOT shall be the responsible party for the timing and maintenance of the traffic signals at the WIS 32 & County Line Road intersection.
- 2.2 WisDOT shall, at its own expense, take over all maintenance of the traffic signals at the WIS 32 and Oakwood Road intersection beginning in 2013.
- 2.3 WisDOT shall, at its own expense, remove the traffic signals at the WIS 32 and Seven Mile Road intersection. WEPCO reimbursed WisDOT for the expense to remove these signals in a prior agreement.

ARTICLE 3.0 PERMITS.

- 3.1 Each party shall obtain all necessary construction and other permits required for any construction at the intersections for which they are responsible.

ARTICLE 4.0 GENERAL.

- 4.1 This Agreement shall be binding upon the WisDOT and WEPCO and their successors in title or assigns.
- 4.2 WisDOT and WEPCO agree that at the end of the twenty year timeframe of this agreement, they will meet to reevaluate the need for the Improvements at the WIS 32 & County Line Road intersection.
- 4.3 This MOU contains the entire agreement between the parties; all prior negotiations and discussions have been merged into and are superseded by this MOU.
- 4.4 Assignment. None of the parties may assign this Agreement without the consent of each of the other parties.
- 4.5 This Agreement shall be governed by the laws of Wisconsin excluding its conflict of laws provisions. WisDOT and WEPCO consent to jurisdiction and venue in Milwaukee, WI.
- 4.6 WisDOT shall comply with Wisconsin's Open Records Law Secs. 19.32 – 19.39, Stats.
- 4.7 Nothing in this MOU shall limit or otherwise affect the sovereign immunity of the State of Wisconsin.
- 4.8 This MOU shall not be construed to create third-party beneficiaries, nor to create a partnership between WEPCO and WisDOT.
- 4.9 This MOU may be signed in counterparts.
- 4.10 The alteration of highway features is a police power and does not entitle any person, public or private, to any damages or compensation for such work. This MOU shall not be construed to create in any person a property interest in the traffic signals or any other feature within WisDOT's highway.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2014.

WISCONSIN DEPT OF TRANSPORTATION

By: Sheri Schmit

Name: SHERI SCHMIT

Title: SE REGION DEPUTY DIRECTOR



WISCONSIN ELECTRIC POWER COMPANY

By: Patrick A. Stiff

Name: PATRICK A. STIFF

Title: VICE PRESIDENT

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 11 day of August, 2014, Sheri Schmit as SE Region Deputy Director of Wisconsin Department of Transportation, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said agency.

Susan M. King
Print Name: Susan M. King
Notary Public, State of Wisconsin
My commission expires: September 22, 2017

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 18th day of August, 2014, Patrick A. Stiff, as Vice President of Wisconsin Electric Power Company, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said agency.

Cindy L. Trenier
Print Name: Cindy L. Trenier
Notary Public, State of Wisconsin
My commission expires: March 6, 2016



3



* 1 0 3 9 9 0 9 8 *

Document Number

QUIT CLAIM DEED

Document Name

DOC.# 10399098

THIS DEED, made between Wisconsin Electric Power Company a Wisconsin corporation d/b/a We Energies ("Grantor," whether one or more), and The City of Oak Creek, a municipal corporation ("Grantee," whether one or more).

RECORDED 09/29/2014 02:24PM
JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
FEE EXEMPT #: 77.25(2R)

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):
See Exhibit A attached hereto

Recording Area

Name and Return Address

Wisconsin Electric Power Company
Attn: Arlene Buttke
231 W. Michigan St, A252
Milwaukee, WI 53203

Part of 9679989001

Parcel Identification Number (PIN)

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

Dated September 10, 2014

(SEAL) _____
* _____

(SEAL) _____
* _____

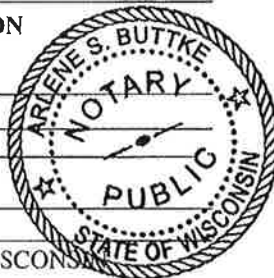
Wisconsin Electric Power Company
James T. Raabe (SEAL)
* James T. Raabe
Manager of Property Management

(SEAL) _____
* _____

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____
* _____



STATE OF WISCONSIN)
) ss.
Milwaukee COUNTY)
Personally came before me on September 10, 2014,
the above-named James T. Raabe
Manager of Property Management
to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Arlene S. Buttke
* Arlene S. Buttke
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 03/17/2018)

THIS INSTRUMENT DRAFTED BY:
Arlene S. Buttke, Agent for Wisconsin Electric Power Company

(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 STATE BAR OF WISCONSIN FORM No. 3-2003

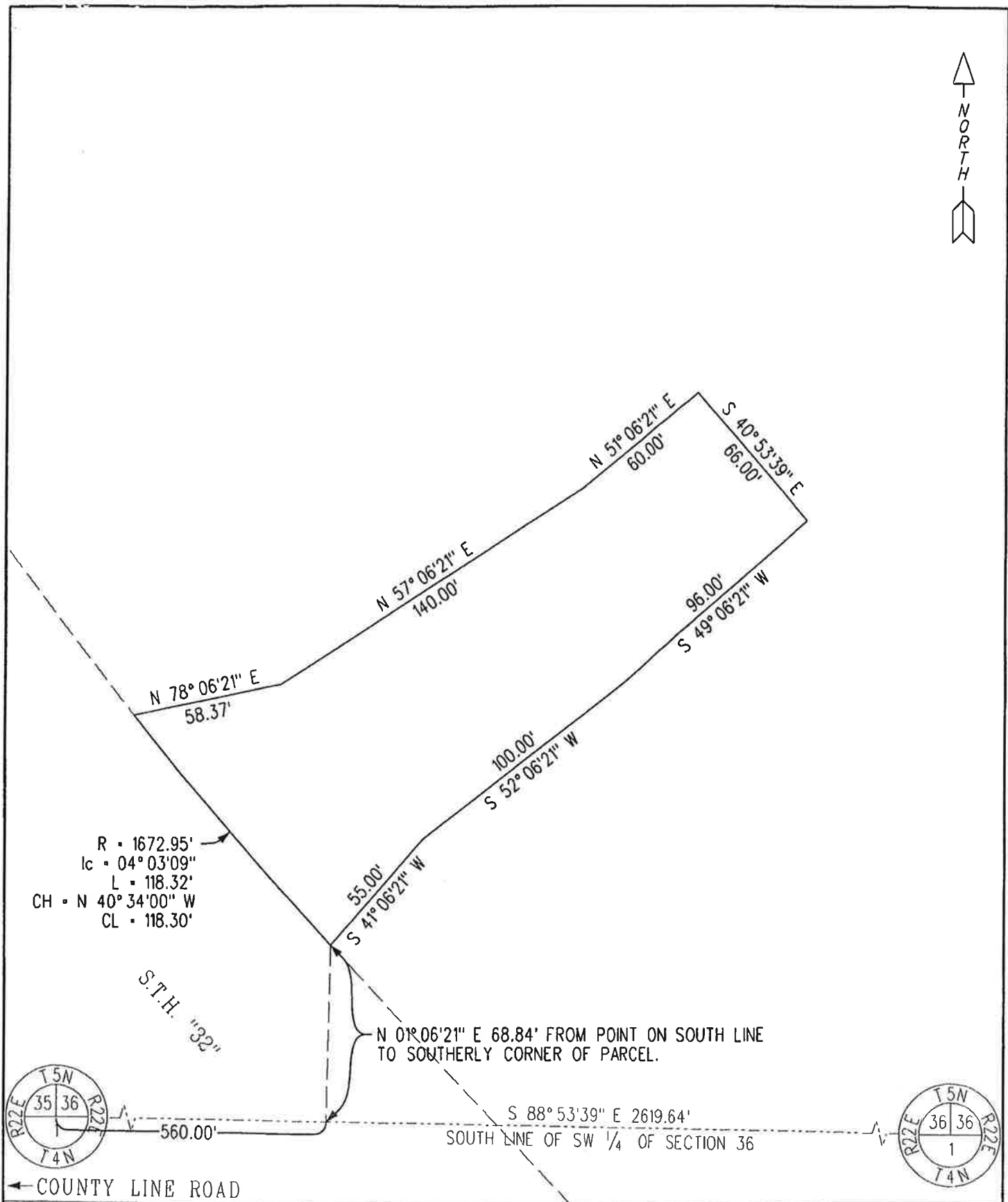
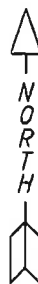
*Type name below signatures.

EXHIBIT "A"

APPROACH TO OAK CREEK POWER PLANT & ELM ROAD GENERATING STATION
PARCEL LEGAL DESCRIPTION:

All that part of the Southwest one-quarter (SW 1/4) of Section Thirty-six (36),
Town Five (5) North, Range Twenty-two (22) East, City of Oak Creek,
bounded and described as follows:

Commencing at the Southwest corner of the Southwest one-quarter (SW 1/4) of Section Thirty-six (36) thence South Eighty-eight degrees fifty-three minutes thirty-nine seconds East (S.88°53' 39"E.) along the south line of said Southwest one-quarter (SW 1/4) five hundred sixty (560.00) feet to a point; thence North one degree six minutes twenty-one seconds East (N.01°06'21"E.) sixty-eight and eighty-four hundredths (68.84) feet to the place of beginning of the parcel to be described; thence northwesterly along a curve one hundred eighteen and thirty-two hundredths (118.32) feet whose radius is one thousand six hundred seventy-two and ninety-five hundredths (1672.95) feet to the Northeast and whose chord bears North forty degrees thirty-four minutes zero seconds West (N.40°34'00"W.) one hundred eighteen and thirty hundredths (118.30) feet; thence North seventy-eight degrees six minutes twenty-one second East (N.78°06'21"E.) fifty-eight and thirty-seven hundredths (58.37) feet; thence North fifty-seven degrees six minutes twenty-one second East (N.57°06'21"E.) one hundred forty (140.00) feet; thence North fifty-one degrees six minutes twenty-one second East (N.51°06'21"E.) sixty (60.00) feet; thence South forty degrees fifty-three minutes thirty-nine seconds East (S.40°53' 39"E.) sixty-six (66.00) feet; thence South forty-nine degrees six minutes twenty-one second West (S.49°06'21"W.) ninety-six (96.00) feet; thence South fifty-two degrees six minutes twenty-one second West (S.52°06'21"W.) one hundred (100.00) feet; thence South forty-one degrees six minutes twenty-one second West (S.41°06'21"W.) fifty-five (55.00) feet; to the place of beginning.

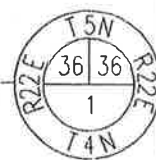
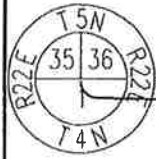


$R = 1672.95'$
 $lc = 04^{\circ} 03' 09''$
 $L = 118.32'$
 $CH = N 40^{\circ} 34' 00'' W$
 $CL = 118.30'$

S.T.H. "32"

N 01° 06' 21" E 68.84' FROM POINT ON SOUTH LINE TO SOUTHERLY CORNER OF PARCEL.

S 88° 53' 39" E 2619.64'
SOUTH LINE OF SW 1/4 OF SECTION 36



← COUNTY LINE ROAD

	WE ENERGIES - EXHIBIT "A"	DRAWN BY: JIM CLARKE
	APPROACH TO OAK CREEK POWER PLANT & ELM ROAD GENERATING STATION IN PART OF THE SW 1/4 OF SECTION 36, T5N R22E CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN	SCALE: 1" = 50'
		DATE: 09-04-2014
		PAGE 2 OF 2

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 10

Recommendation: That the Common Council adopt Resolution No. 11550-110514 accepting the 2012 Financial Statement and Auditors' Report as prepared and presented by Baker Tilly Virchow Krause, LLP.

Background: Annually, the Common Council formally accepts the financial statements completed by Baker Tilly Virchow Krause, LLP. Due to staff transition last year, the 2012 statements were never formally brought to Council.

Fiscal Impact: Fees for the 2012 audit were contracted and paid out of the 2013 budget.

Prepared by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,


Gerald R. Peterson, ICMA-CM
City Administrator

RESOLUTION NO. 11550-110514

BY: _____

A RESOLUTION ACCEPTING THE 2012 FINANCIAL STATEMENT
AND AUDITORS' REPORT AS PREPARED BY BAKER TILLY VIRCHOW KRAUSE, LLP

WHEREAS, the City of Oak Creek has an annual audit performed in accordance with State Statutes; and

WHEREAS, the City had engaged the services of the accounting firm of Baker Tilly Virchow Krause, LLP to conduct the audit of the 2012 fiscal year; and

WHEREAS, the Common Council finds the statement and report to be acceptable and complete.

NOW, THEREFORE, BE IT RESOLVED that the City of Oak Creek accepts the 2012 Financial Statement and Auditors' Report as prepared and presented by Baker Tilly Virchow Krause, LLP.

Introduced at a regular meeting of the Common Council of the City of Oak Creek this 5th day of November, 2014.

Passed and adopted this 5th day of November, 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: November 5, 2014

Item No.: ||

Recommendation: That the Common Council adopt Resolution No. 11551-110514 accepting the 2013 Financial Statement and Auditors' Report as prepared and presented by Baker Tilly Virchow Krause, LLP.

Background: Annually, the Common Council formally accepts the financial statements completed by Baker Tilly Virchow Krause, LLP. Attached is a copy of the 2013 Financial Statements and Auditor's Report for the Common Council's review and approval.

Representatives from Baker Tilly Virchow Krause, LLP presented the financials to the Finance Committee in July. Due to timing, I did not request representatives to be in attendance at this meeting, but have included their presentation to the Finance Committee and will answer questions if needed.

Each year the auditor's report on weaknesses and deficiencies that may exist inside the organization. It is management's responsibility to correct these items each year to improve as the year's progress. The auditors reported that the process for reviewing new vendors has been corrected since the 2012 audit and is no longer a weakness in internal control. Two new items were noted in the 2013 audit. One, the Emergency Medical Services Fund has a deficit fund balance of \$628,795 and it is being recommended that the City determine a plan to fund the deficit. Two, the City's Information Technology Department needs to formalize their policies and procedures in writing.

Fiscal Impact: Fees for the 2013 audit were contracted and paid out of the 2014 budget.

Prepared by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,


Gerald R. Peterson, ICMA-CM
City Administrator

RESOLUTION NO. 11551-110514

BY: _____

A RESOLUTION ACCEPTING THE 2013 FINANCIAL STATEMENT
AND AUDITORS' REPORT AS PREPARED BY BAKER TILLY VIRCHOW KRAUSE, LLP

WHEREAS, the City of Oak Creek has an annual audit performed in accordance with State Statutes; and

WHEREAS, the City had engaged the services of the accounting firm of Baker Tilly Virchow Krause, LLP to conduct the audit of the 2013 fiscal year; and

WHEREAS, the Common Council finds the statement and report to be acceptable and complete.

NOW, THEREFORE, BE IT RESOLVED that the City of Oak Creek accepts the 2013 Financial Statement and Auditors' Report as prepared and presented by Baker Tilly Virchow Krause, LLP.

Introduced at a regular meeting of the Common Council of the City of Oak Creek this 5th day of November, 2014.

Passed and adopted this 5th day of November, 2014.

President, Common Council

Approved this ____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

CITY OF OAK CREEK
REPORT TO THE FINANCE COMMITTEE
July 25, 2014

Presented By:

Baker Tilly Virchow Krause, LLP

Steve Henke, CPA, Senior Manager 414.777.5342

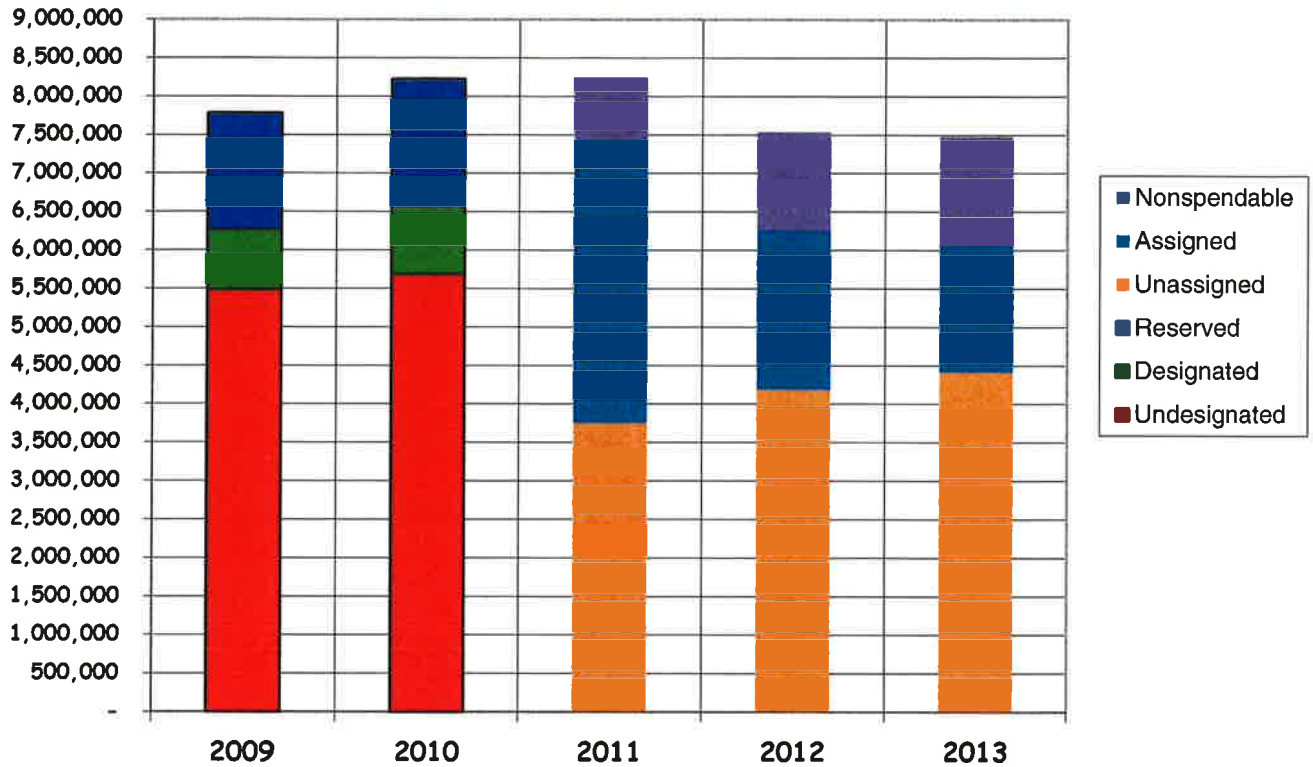
Tim Sowinski, Senior Accountant 414.777.5366

Note: Data was derived from current and prior years audited financial statements

City of Oak Creek

General Fund's Fund Balance

Actual 2009 - 2013

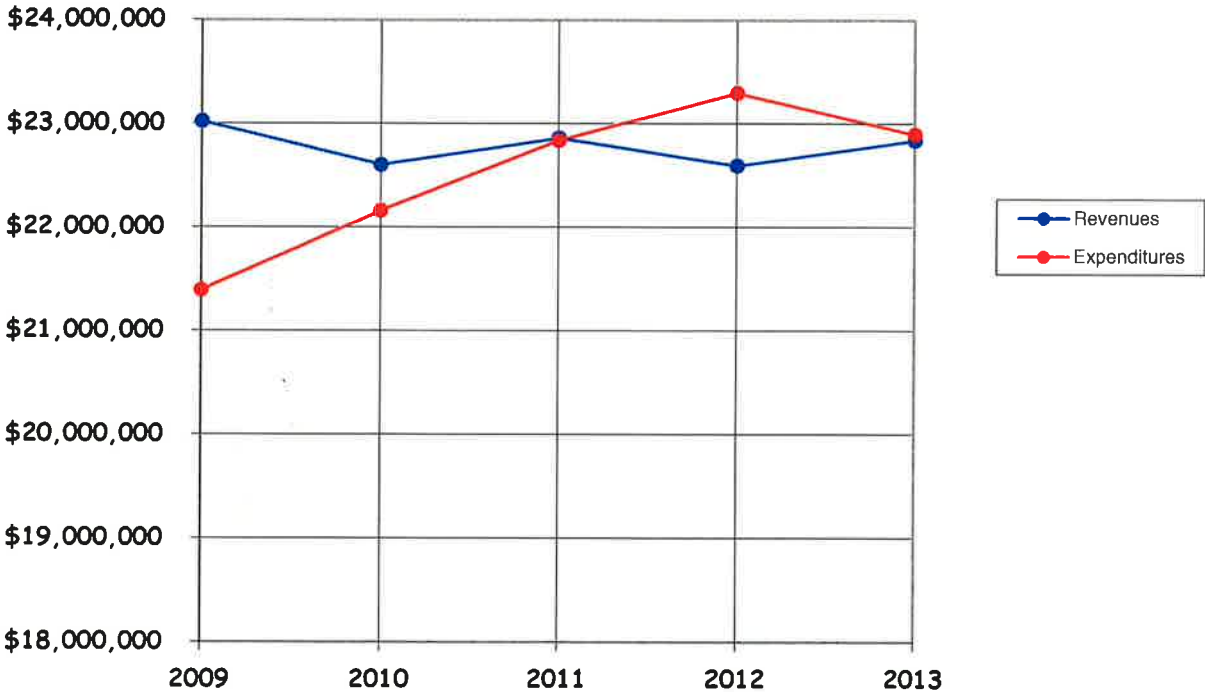


	2009	2010	2011	2012	2013
Reserved	\$ 1,521,395	\$ 1,660,637	\$ -	\$ -	\$ -
Designated	775,930	875,880	-	-	-
Undesignated	5,486,193	5,686,696	-	-	-
Nonspendable	-	-	874,620	1,272,568	1,381,913
Assigned	-	-	3,613,410	2,080,782	1,683,672
Unassigned	-	-	3,755,548	4,188,397	4,417,816
Total	\$ 7,783,518	\$ 8,223,213	\$ 8,243,578	\$ 7,541,747	\$ 7,483,401

City of Oak Creek

General Fund Revenues & Expenditures

Actual 2009 - 2013



	2009	2010	2011	2012	2013
Total Revenues & Transfers In	\$ 23,025,992	\$ 22,605,349	\$ 22,864,578	\$ 22,598,690	\$ 22,843,354
Total Expenditures & Transfers Out	\$ 21,397,022	\$ 22,165,654	\$ 22,844,213	\$ 23,300,521	\$ 22,901,700
Excess	\$ 1,628,970	\$ 439,695	\$ 20,365	\$ (701,831)	\$ (58,346)

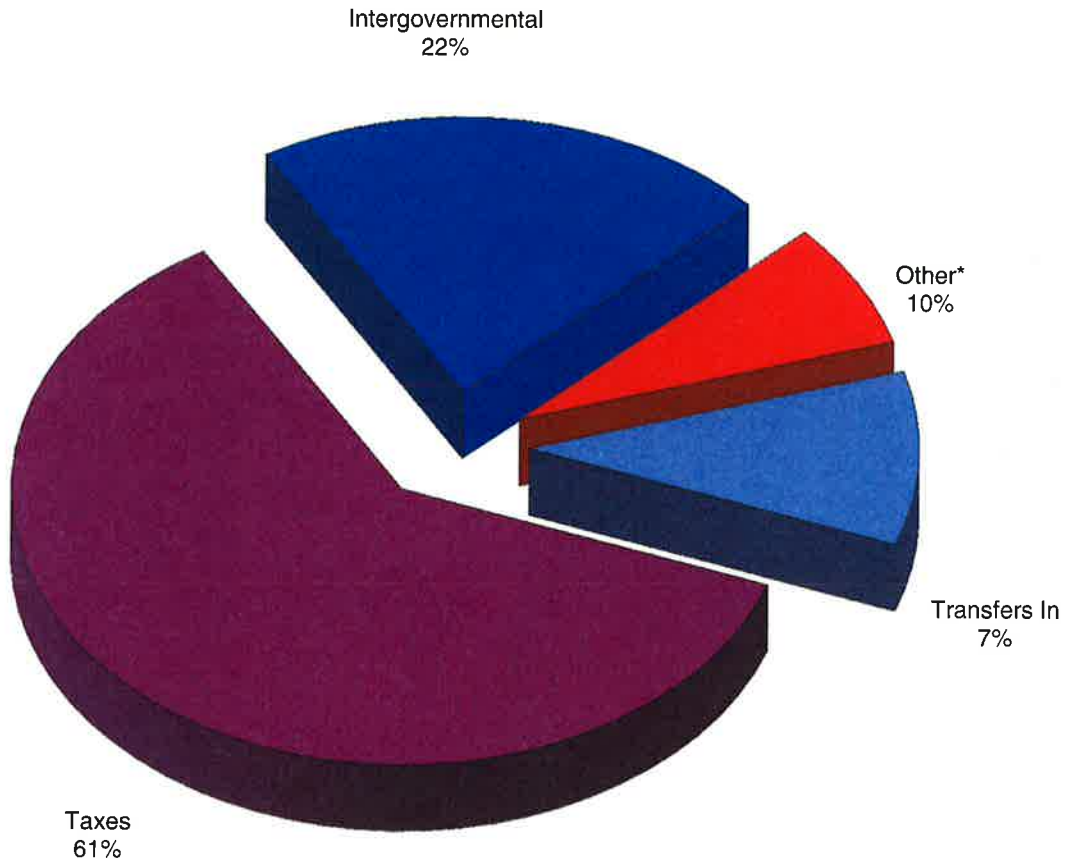
Fund Balance

	2009	2010	2011	2012	2013
General Fund	\$ 7,783,518	\$ 8,223,213	\$ 8,243,578	\$ 7,541,747	\$ 7,483,401

City of Oak Creek

2013 General Fund Revenues and Transfers In

Total Revenues: \$22,843,354

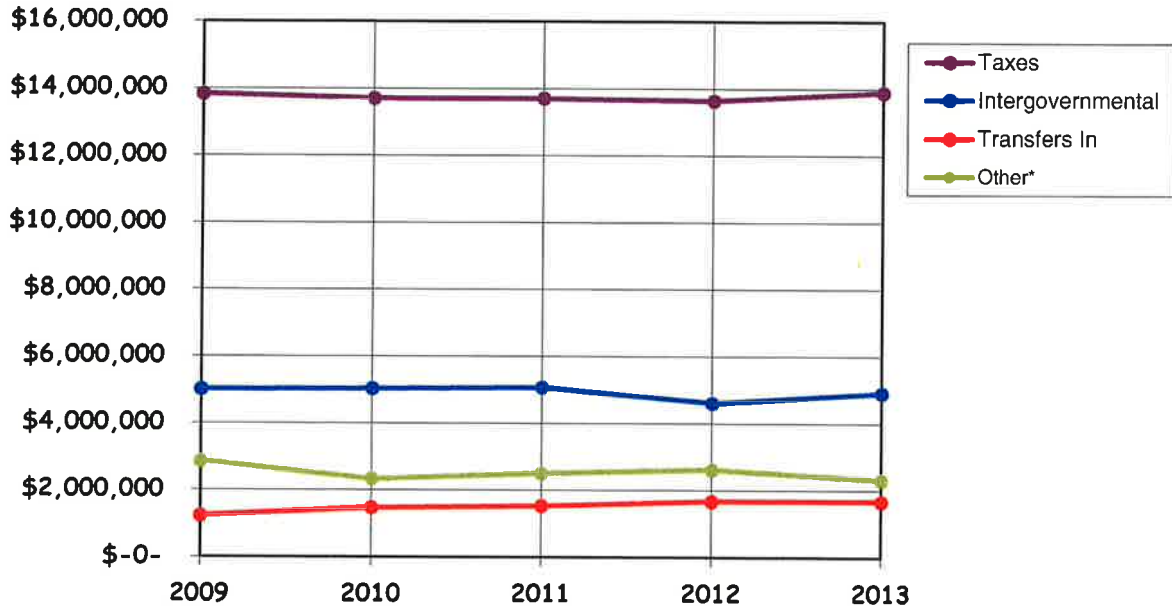


* Other includes regulation and compliance, public charges for services, investment income, miscellaneous, interfund charges for services and sale of property.

City of Oak Creek

General Fund Revenues and Transfers In

Actual 2009 - 2013



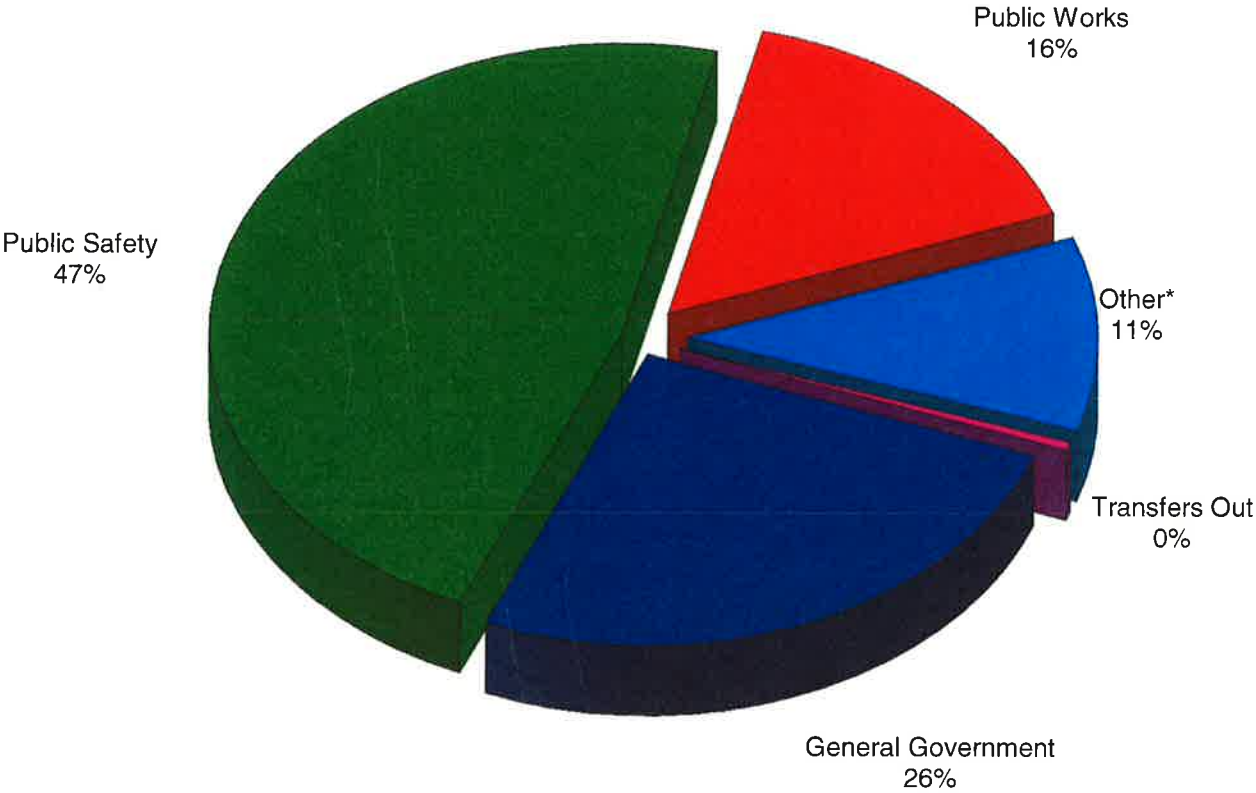
	2009	2010	2011	2012	2013
Taxes	\$ 13,863,916	\$ 13,730,510	\$ 13,722,331	\$ 13,664,329	\$ 13,913,177
Intergovernmental	5,021,958	5,041,163	5,079,854	4,623,523	4,920,159
Transfers In	1,250,147	1,485,980	1,544,425	1,680,782	1,683,672
Other*	2,870,558	2,347,696	2,517,968	2,630,056	2,326,346
Totals	\$ 21,122,293	\$ 23,006,579	\$ 22,605,349	\$ 22,598,690	\$ 22,843,354

* Other includes regulation and compliance, public charges for services, investment income, miscellaneous, interfund charges for services and sale of property.

City of Oak Creek

2013 General Fund Expenditures and Transfers Out

Total Expenditures: \$22,901,700

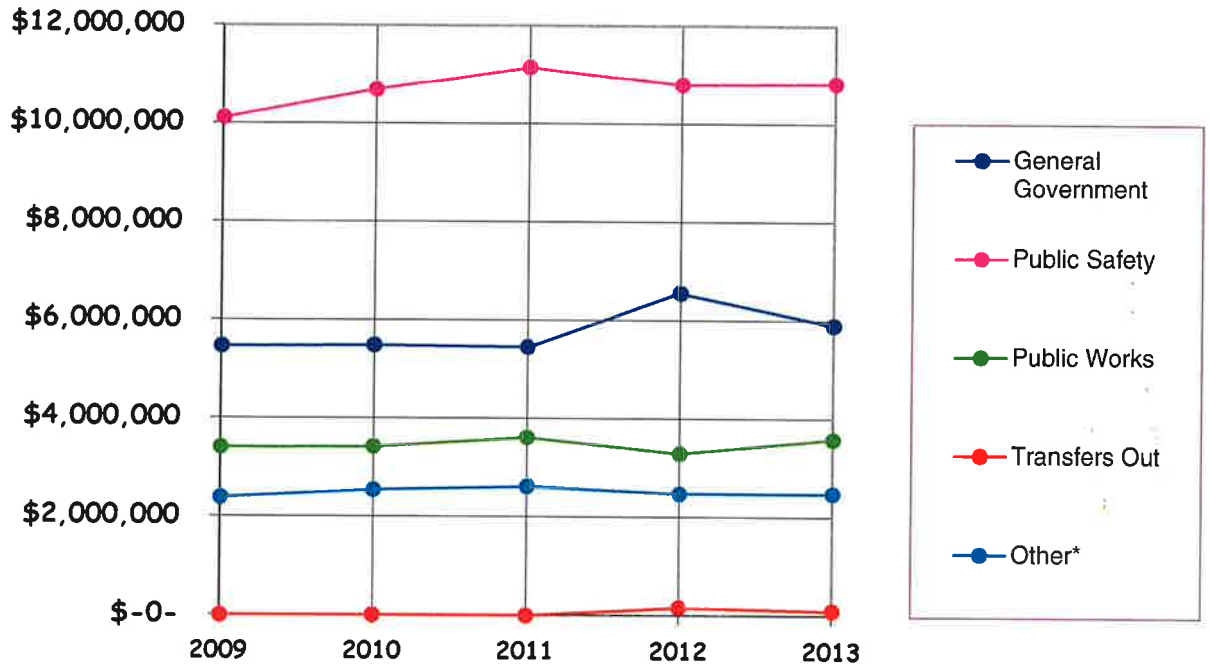


* Other includes Leisure Activities, and Health and Social Services.

City of Oak Creek

General Fund Expenditures and Transfers Out

Actual 2009 - 2013



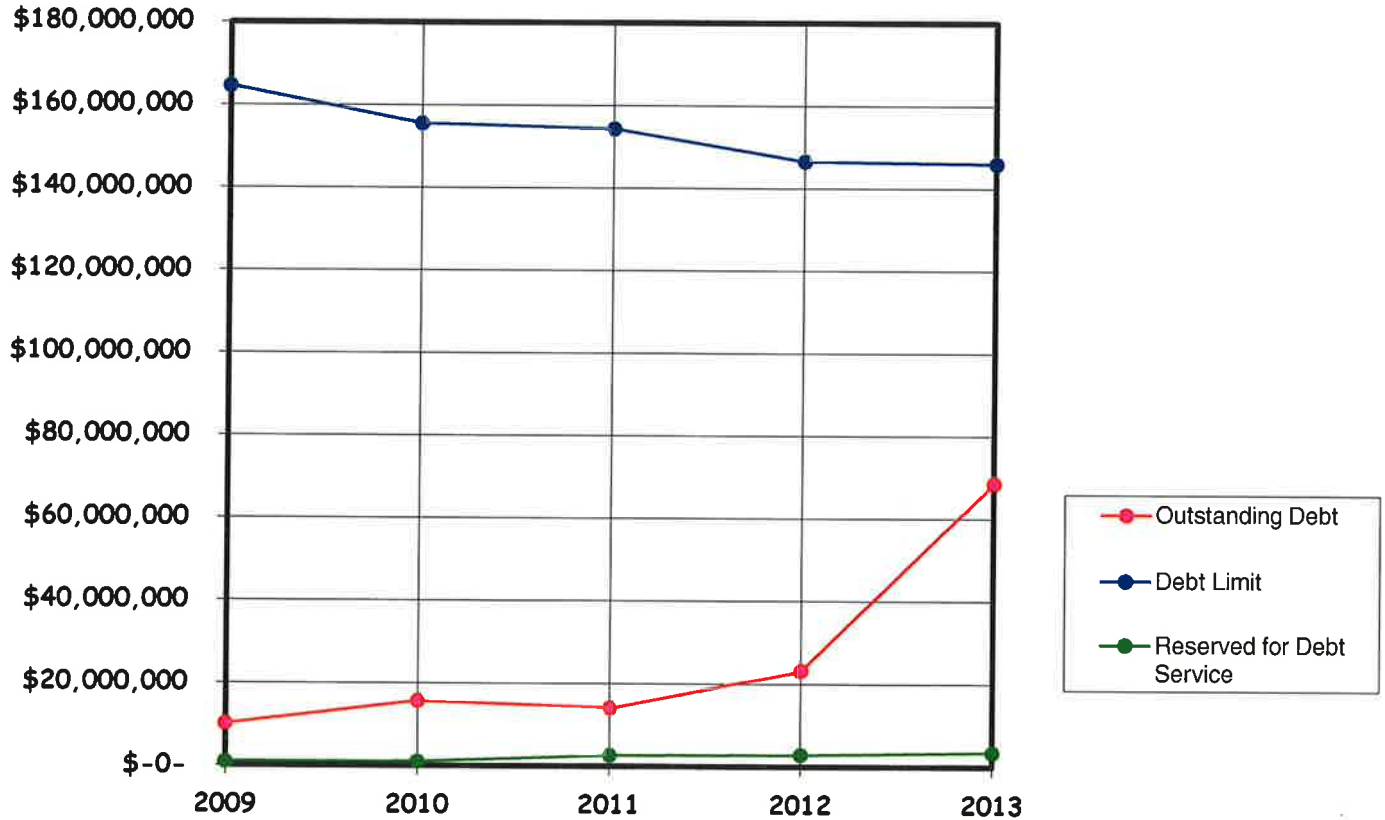
	2009	2010	2011	2012	2013
General Government	\$ 5,469,916	\$ 5,488,779	\$ 5,456,471	\$ 6,553,314	\$ 5,904,285
Public Safety	10,125,825	10,702,871	11,158,464	10,807,613	10,835,935
Public Works	3,411,994	3,424,990	3,615,000	3,298,714	3,584,056
Other*	2,389,287	2,545,577	2,614,278	2,475,472	2,476,637
Transfers Out	-	3,437	-	165,408	100,787
Totals	\$ 20,997,202	\$ 21,397,022	\$ 22,165,654	\$ 23,300,521	\$ 22,901,700

* Other includes Leisure Activities, and Health and Social Services.

City of Oak Creek

G. O. Debt vs. Capacity

Actual 2009 - 2013



	2009	2010	2011	2012	2013
Debt Limit	\$ 164,676,685	\$ 155,679,150	\$ 154,447,610	\$ 146,638,330	\$ 146,099,195
Outstanding Debt	10,195,096	15,816,287	14,259,360	23,315,203	68,676,879
Difference	\$ 154,481,589	\$ 139,862,863	\$ 140,188,250	\$ 123,323,127	\$ 77,422,316
% Available	93.81%	89.84%	90.77%	84.10%	52.99%
Equalized Value	\$3,293,533,700	\$3,113,583,000	\$3,088,952,200	\$2,932,766,600	\$2,921,983,900
Growth	\$ (87,340,300)	\$ (179,950,700)	\$ (24,630,800)	\$ (156,185,600)	\$ (10,782,700)
% Growth	-2.58%	-5.46%	-0.79%	-5.06%	-0.37%
Restricted for debt service	\$ 979,134	\$ 1,052,463	\$ 2,662,408	\$ 2,905,555	\$ 3,565,826

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 12

Recommendation: Approve professional service agreement with SmithGroupJJR for Lake Vista Planning, Programming, and Conceptual design in an amount not to exceed \$61,000 and authorize the City Administrator to sign the agreement.

Background: The Common Council has recently authorized proceeding with project scopes and budgets for various program elements of the Lake Vista Lakefront Redevelopment Plan. In order to proceed with more detailed, planning and the development of design components for the: 1) Community Park and Playground, and 2) Terrace and Access to the Lake components of the plan, staff has sought a proposal for professional services from SmithGroupJJR. This firm is very familiar with past City efforts on these sites and has been a good and valuable partner for the City bringing important experience and ideas to assist City efforts.

Attached is a professional services contract in an amount not to exceed \$61,000 for planning and conceptual design work on these projects which includes:

- Data collection
- Geotechnical investigation
- Base map preparation
- Preliminary Conceptual Development Services
- Conduct alternative recommendations for the public and stakeholders
- Create final concept proposals for Common Council consideration prior to the development of any architectural design or development of project bidding documents

Fiscal Impact: 50% of the cost of this work will be charged to the budgets (Community Park & Playground \$2.5M/Terrace and Access to Lake \$3.0M) approved for these projects.

Fiscal Review by:


Bridget M. Souffrant, CMT/W
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

October 29, 2014

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

RE: Proposal for Professional Services
Lake Vista Implementation Project - Planning, Programming, and Conceptual Design

On behalf of SmithGroupJJR, Inc., I am pleased to submit this proposal for the City of Oak Creek ("Client"). The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

We understand that the Oak Creek City Council has approved allocation of \$14.6 million to implement a series of improvements as part of the Lake Vista Redevelopment Project. These projects are intended to help spur economic development, improve public access and enhance public spaces in general conformance with the Neighborhood Development Plan and staff recommendations from a series of meetings in September, 2014. Recommendations included the following:

1. North Bluff Stabilization - \$1.3 million
2. Road Extension to Provide Public Access - \$7.0 million
3. Community Park & Playground - \$2.5 million
4. Terrace & Access to Lake - \$3.0 million
5. Contingency - \$800,000

Services described in this proposal are for planning activities associated with the Community Park and Playground (Project 3) and Terrace and Access to the Lake (Project 4). A specific program and layout of design components has not been developed in detail. However, city staff has identified a menu of desired components to be incorporated as further described below. This menu and the associated budget allocation for Projects 3 and 4 form the basis of this Scope of Services.

The project site is in the final stages of closure and not currently owned by the Client. However, land ownership is expected to be transferred to the Client shortly. All project components must be designed in conformance with Client obligations cited in the site closure letter issued by regulatory agencies.

SCOPE OF SERVICES

Task 1 – Data Collection

1.1 Collect Physical Site Information

SmithGroupJJR will engage the services of a subconsultant to collect current aerial mapping and topographic mapping for the proposed project area (Attachment A). These services will include:

- Color aerial photography sufficient to support a 1' contour and a 3" resolution digital orthophoto. Photography will occur in the fall of 2014 after leaf-off and before snowfall
- Ground control to support the mapping effort

- Development of a digital terrain model (DTM) to support 1' contours (6" vertical accuracy)
- 1"=100' scale planimetric mapping
- Development of seamless 3" color digital orthophotography delivered in TIFF with World files

All mapping data will be provided in AutoCAD V14 format. In addition, SmithGroupJJR will complete ground surveys to supplement aerial topography at key locations such as the existing bluff access road, the top of revetment at the bluff toe, and existing storm sewer/culvert outfalls.

1.2 *Geotechnical Investigations*

SmithGroupJJR will review existing geotechnical reports and, if necessary, engage the services of a subconsultant to prepare a geotechnical report to evaluate subsurface conditions potentially impacting design of proposed lakefront improvements. This will include:

- Drill up to 12 borings up to 15 feet deep.
- Conduct lab work to estimate index properties of anticipated on-site soils
- Prepare a report that presents the boring soil profiles and provides geotechnical recommendations related to bearing capacity for spread footings, pile design parameters for shallow deck piers, and lateral earth pressure design parameters for retaining walls.

Site work shall be completed in strict conformance to site closure letters from regulatory agencies for all properties.

1.3 *Base Map Preparation*

SmithGroupJJR will prepare a composite base map summarizing and documenting natural and built (man-made) features. SmithGroupJJR will use the base map throughout the project as concepts are prepared and ideas are evaluated.

Task 2 – Planning, Programming, and Concept Design Refinement

2.1 *Preliminary Conceptual Development Scenarios*

Utilizing information gained during development of the Neighborhood Development Plan and subsequent meetings with City staff in September, 2014, SmithGroupJJR will prepare a series of alternative conceptual development scenarios depicting near term improvements for the active recreation area and south bluff. The scenarios will be graphics prepared over the project base map and will seek to illustrate alternative concepts and ideas. The graphics will articulate potential park facility locations, parking areas, access and circulation routes, vista points, lakefront access routes and types, general landscape treatments, and open space areas. A minimum of two concepts will be generated for committee review, but it is likely that more will be evaluated through this process.

SmithGroupJJR will also prepare concept level Opinions of Probable Construction Cost (OPCC) corresponding with each alternative. The recommended program will be developed to generally sync with the overall budget identified in the September, 2014 staff meetings and summarized in the "Understanding of the Project" described herein.

2.2 *Alternatives Review Workshop*

Following development of the conceptual scenarios, SmithGroupJJR will meet with a committee comprised of relevant city staff, members of the public, the City's environmental consultant and other stakeholders identified by the Client to review and discuss the plans and corresponding OPCCs. The full day workshop will be led by SmithGroupJJR staff and supported by conceptual development scenario drawings and opportunity/constraint mapping prepared by SmithGroupJJR staff prior to the workshop. Committee preferences for specific design solutions and

recommendations will be noted and additional ideas beyond those included in the alternatives may be generated and discussed. At the end of the meeting, the Committee will identify a preferred alternative, or elements from each alternative, that can be refined to serve as the basis of subsequent design activities.

2.3 *Draft Final Concept*

SmithGroupJJR will prepare a final conceptual plan and updated OPCC based on decisions made at the Alternatives Review Workshop. The consensus plan will identify locations, conceptual sizes, and types of site improvements including the following:

Active Recreation Area

- Parking areas
- Pavilion/shelters (location only)
- Grassed recreational fields/areas
- Paved recreational areas
- Playground (location)
- Support facilities (e.g., maintenance sheds, etc.)
- Utility extensions
- Stormwater management facilities
- General landscape character and treatments

Bluff Amenities

- Overlook location and conceptual layout
- Pathway and/or stairway to lakefront

2.4 *Review Meeting & Final Concept Plan*

The final Consensus Plan will be transmitted electronically to the Client for final review. SmithGroupJJR will attend a meeting with the Client to review the plan for conformance with decisions made at the Alternatives Review Workshop. The plan will be finalized based on modifications agreed upon at the meeting. The final plan and modified OPCC will be transmitted to the Client and will serve as the basis of design of subsequent improvements after Common Council review and approval.

CLIENT RESPONSIBILITIES

1. Provide SmithGroupJJR with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications; and furnish copies of Client's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
2. Furnish any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
3. Arrange for safe access to and make all provisions for SmithGroupJJR to enter upon public and private property as required for SmithGroupJJR to perform services under the Agreement.
4. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by SmithGroupJJR (including obtaining advice of an attorney, insurance counselor, and

other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

5. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by SmithGroupJJR and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
6. Advise SmithGroupJJR of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

SCHEDULE

Planning Services will be completed by December 31, 2014. Completion of Geotechnical Services will be dependent on when the site can be accessed, but the target date for completion will be December 31, 2014.

CONSULTANTS

SmithGroupJJR anticipates using the following consultant(s) for this and the costs will be reimbursed by the Owner as defined under the Reimbursable Expenses below. List each consultant and their specialty.

1. Continental Mapping Consultants, Inc. – Mapping control, aerial survey and photogrammetric mapping services.
2. CGC, Inc. – Geotechnical Consultation

PROFESSIONAL SERVICES FEE

The Client shall compensate SmithGroupJJR for the scope of services outlined above a fixed fee lump sum of \$61,000, including reimbursable cash charges.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroupJJR (if given verbally), and the work will commence upon the City of Oak Creek approval of an estimated fee for that effort or, if not agreed otherwise, the City of Oak Creek shall reimburse SmithGroupJJR on an hourly basis of SmithGroupJJR's project staff actively engaged for all man hours worked on the project.

Additional Services may include, but are not limited to, the following:

Providing services to investigate existing conditions of facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information, including survey information furnished by the Client.

Revising drawings, specifications or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within SmithGroupJJR's control.

Preparing perspectives, renderings, models prepared upon the Client's request and not otherwise provided herein.

INDEMNIFICATION

It is agreed to by the City of Oak Creek in the event documents prepared by SmithGroupJJR are incorporated by the City of Oak Creek as a part of the construction contract, SmithGroupJJR will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of SmithGroupJJR's obligations. Further, such general conditions shall contain an indemnification provision extending from the Contractor to both the City of Oak Creek and SmithGroupJJR. Also, both the City of Oak Creek and SmithGroupJJR shall be named as an Additional Insured on Contractors general liability insurance.

PAYMENTS

Invoices will be prepared monthly on the basis of percentage of completion.

All payments due to SmithGroupJJR shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroupJJR under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroupJJR shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. the City of Oak Creek covenants and agrees that: 1) the Files are Instruments of Service of SmithGroupJJR, the author, and/or Work Product of SmithGroupJJR, as the case may be; 2) in providing the Files, SmithGroupJJR does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. The City of Oak Creek agrees to report any defects in the Files to SmithGroupJJR, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroupJJR will correct such defects, in a timely manner, and retransmit the Files. The City of Oak Creek further agrees to compensate SmithGroupJJR, as Additional Services, for the cost of correcting defects reported to SmithGroupJJR after the Acceptance Period. The City of Oak Creek understands that the Files have been prepared to SmithGroupJJR's criteria and may not conform to (Client's Name) drafting or other documentation standards. The City of Oak Creek understands that, due to the translation process of certain CADD formats, and the transmission of such Files to the City of Oak Creek that SmithGroupJJR does not guarantee the accuracy, completeness or integrity of the data, and that the City of Oak Creek will hold SmithGroupJJR harmless for any data or file clean-up required to make these Files usable. The City of Oak Creek understands that even though SmithGroupJJR may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that the City of Oak Creek will hold SmithGroupJJR harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. The City of Oak Creek agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroupJJR harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by the City of Oak Creek.

Under no circumstances shall transfer of Files to the City of Oak Creek be deemed a sale by SmithGroupJJR. SmithGroupJJR makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY OF OAK CREEK AGREES THAT THE TOTAL LIABILITY OF SMITHGROUPJJR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT

SMITHGROUP JJR

Gerald Peterson, City Administrator
October 29, 2014
Page 6 of 7

EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP JJR UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroupJJR will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. The City of Oak Creek acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroupJJR's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroupJJR to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroupJJR of liability of any other party.

SmithGroupJJR will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. The City of Oak Creek acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroupJJR (*Signature*)

Owner (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date



October 28, 2014

Mr. Dave Wolmutt, P.E.
SmithGroup JJR
44 East Mifflin Street, Suite 500
Madison, WI 53703

Re: Aerial Imagery and Mapping for the Oak Creek, Lake Michigan Park Site (revised)

Dear Mr. Wolmutt:

Continental Mapping Consultants, Inc. (CMC) is pleased to provide the SmithGroupJJR (Client) this estimate for professional mapping services for a site that is now ~168 acres located along the shore of Lake Michigan just southeast of Oak Creek in Milwaukee County Wisconsin. The requested mapping area is shown in Appendix A. The cost estimate is based on the latest information we received on Tuesday October 28, 2014 regarding the change in project limits. Please review the attached map carefully, because these are the limits for which this estimate was prepared.

Project Description and Services

Mapping will support engineering design activities of a park site located on the Lake Michigan shoreline. Our services will include:

- Color aerial photography sufficient to support a 1' contour and a 3" resolution digital orthophoto. Photography will occur in the fall of 2014 after leaf-off and before snowfall
- All ground control to support the mapping effort
- Development of a digital terrain model (DTM) to support 1' contours (6" vertical accuracy)
- 1"=100' scale planimetric mapping to CMC specifications
- Development of seamless 3" color digital orthophotography delivered in TIFF with World files
- All mapping data will be provided in AutoCAD V14 format

Schedule

Aerial photography will commence at the earliest date possible after execution of the contract depending on local conditions. The mapping will be completed within 4-weeks from the latest of the following: contract execution, receipt of acceptable mapping control or date of photography. Photography will be acquired as early as possible after contract execution, and depends on local conditions. Typically, photography is captured within two weeks of contract execution.

Fees

- Mapping control, aerial survey and photogrammetric mapping services **\$ 13,650.00**





Payment Terms

Project fees shall be billed monthly, and are due within 30 days of receipt (not pay-when-paid). A 1.5% per month service charge will be added to overdue balances. A charge of 18% will be added to unpaid balances on accounts turned over to others for collection.

This cost proposal is valid for 90 days.

We look forward to working with you on this project.

Sincerely,

Continental Mapping Consulting, Inc.

David Hart, CP
President

The undersigned accepts, approves and agrees to be bound by the terms and conditions of this proposal.

ACCEPTED AND APPROVED

Total Fees: **\$ 13,650.00**

Name (Print and Sign) _____

Title _____

Date _____



Appendix A – Oak Creek Site Mapping Limits



City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 13

Recommendation: Approve professional service agreement with SmithGroupJJR for Lake Vista Schematic Design of Lakefront Connection to Bender Park in an amount not to exceed \$17,800 and authorize the City Administrator to sign the agreement.

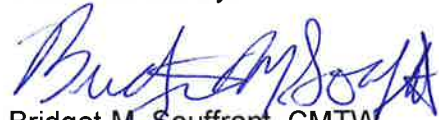
Background: The Common Council has recently authorized proceeding with project scopes and budgets for various program elements of the Lake Vista Lakefront Redevelopment Plan. In order to proceed with more detailed design of the lakefront connection to Bender Park, staff has sought a proposal for professional services from SmithGroupJJR. This firm is very familiar with past City efforts on these sites and has been a good and valuable partner for the City bringing important experience and ideas to assist City efforts.

Attached is a professional services contract in an amount not to exceed \$17,800 for schematic design of the lakefront connection to Bender Park which includes:

- Schematic design drawings and cost estimate
- Review meeting with City and County

Fiscal Impact: 100% of the cost for this work will be charged to the budget for Terrace and Access to Lake \$3.0M approved by the Council.

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

October 29, 2014

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

RE: Proposal for Professional Services
Lake Vista Implementation Project – Schematic Design of Lakefront Connection to Bender Park

On behalf of SmithGroupJJR, Inc., ("SmithGroupJJR") I am pleased to submit this proposal for the City of Oak Creek ("Client"). The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

We understand that the Oak Creek City Council has approved allocation of \$14.6 million to implement a series of improvements as part of the Lake Vista Redevelopment Project. These projects are intended to improve public access and enhance public spaces in general conformance with the Neighborhood Development Plan and staff recommendations from a series of meetings in September, 2014. These recommendations included the following:

1. North Bluff Stabilization - \$1.3 million
2. Road Extension to provide public access – \$7.0 million
3. Community Park & Playground - \$2.5 million
4. Terrace & Access to Lake - \$3.0 million
5. Contingency - \$800,000

Services described in this proposal are for schematic design of a trail connecting the Lake Vista lakefront to Bender Park which is part of the Terrace and Access to the Lake (Project 4) allocation. Budgetary estimates completed for the approved budget allocation estimated the construction cost of the Bender Park connection to be in the range of \$1.0 to \$1.5 million range, but is highly dependent on the outcome of shoreline and subsurface conditions, coordination issues, and other factors.

The intent of this project is to explore technical and coordination issues associated with development of a waterfront trail linking the Lake Vista development to Bender Park. The project will identify a feasible technical approach, associated costs, and probable constraints. Results of this evaluation will provide guidance to the Client in determining how to advance the project or to consider alternative approaches.

SCOPE OF SERVICES

1.0 Schematic Design

1.1 Schematic Design Drawings

SmithGroupJJR will create Schematic Design (SD) drawings depicting the lakefront trail linking the Lake Vista Redevelopment shoreline with the existing lakefront trail terminating near the Bender Park boat launch parking lot. The schematic drawings will show the general layout, scale, and relationship of Project components within the context of the existing site but will not include extensive details except for where necessary to convey the intent of design or demonstrate feasibility. SD Drawings will represent approximately 15% complete construction documents and will show the following:

- Path routing and profile.
- Path cross section geometry and materials.
- General grading support requirements (e.g., locations, height of walls or pile supports needed).
- Other requirements – rails, shore protection, etc.

Upon completion of the documents, SmithGroupJJR will transmit the information to the City for review along with a memorandum including the following information:

- An SD-level Opinion of Probable Construction Cost; and
- A summary of environmental permit requirements for the identified improvements based on review of existing information.

1.2 *SD Review Meeting*

Following transmittal of the SD documents, SmithGroupJJR will meet with Client staff to review and discuss the information noting any required modifications to the plans. As part of the same trip but as a separate meeting, SmithGroupJJR will attend a meeting with Milwaukee County staff to present and discuss the schematic design. If necessary, a follow up meeting with each group will be provided.

1.3 *Schematic Design Memo*

SmithGroupJJR will prepare a brief schematic design memorandum. The summary will discuss design considerations, provide the Opinion of Probable Construction Costs, identify probable permit and regulatory requirements, and summarize additional constraints based on discussions with Milwaukee County staff.

CLIENT RESPONSIBILITIES

1. Provide SmithGroupJJR with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications; and furnish copies of Client's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
2. Furnish any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
3. Arrange for safe access to and make all provisions for SmithGroupJJR to enter upon public and private property as required for SmithGroupJJR to perform services under the Agreement.
4. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by SmithGroupJJR (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
5. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by SmithGroupJJR and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

6. Advise SmithGroupJJR of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
7. Furnish to SmithGroupJJR data as to Client's anticipated costs for services to be provided by others for Client so that SmithGroupJJR may make the necessary calculations to develop and periodically adjust SmithGroupJJR's Opinion of Probable Construction Costs.

SCHEDULE

Services will be completed by December 31, 2014

PROFESSIONAL SERVICES FEE

The Client shall compensate SmithGroupJJR for the scope of services outlined above on a fee equal to the average hourly rate (Please See Attachment 'A') of our project staff actively engaged in the program for all man hours worked, including the mandatory and customary benefits such as taxes, insurance, health, holidays, vacations, pensions, and similar benefits plus reimbursable expenses. Based on the program as understood to date and the current estimated construction budget, we estimate the total fee for professional services for the scope of work described above will not exceed \$17,800, including reimbursable cash charges.

REIMBURSABLE EXPENSES

In addition to the fee indicated above, the following cash costs shall be reimbursable:

1. Travel expenses related to this project. Reimbursement for car mileage is per Attachment A.
2. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either digitally or in hard copy;
3. Long distance telephone and facsimile charges, postage, express charges and other similar items;
4. Models, renderings, photography and other special presentation material for other than the SmithGroupJJR's own use;
5. Regulatory Agency review fees; and
6. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroupJJR (if given verbally), and the work will commence upon the City of Oak Creek approval of an estimated fee for that effort or, if not agreed otherwise, the City of Oak Creek shall reimburse SmithGroupJJR on an hourly basis of SmithGroupJJR's project staff actively engaged for all man hours worked on the project.

Additional Services may include, but are not limited to, the following:

Providing services to investigate existing conditions of facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information, including survey information furnished by the Client.

Providing services to investigate in the work of independent consultants or construction manager retained by the Client.

Revising drawings, specifications or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within SmithGroupJJR's control.

Preparing perspectives, renderings, models prepared upon the Client's request and not otherwise provided herein.

Construction documents and permit applications.

INDEMNIFICATION

It is agreed to by the City of Oak Creek in the event documents prepared by SmithGroupJJR are incorporated by the City of Oak Creek as a part of the construction contract, SmithGroupJJR will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of SmithGroupJJR's obligations. Further, such general conditions shall contain an indemnification provision extending from the Contractor to both the City of Oak Creek and SmithGroupJJR. Also, both the City of Oak Creek and SmithGroupJJR shall be named as an Additional Insured on Contractors general liability insurance.

PAYMENTS

Invoices will be prepared monthly on the basis of services rendered.

All payments due to SmithGroupJJR shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroupJJR under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroupJJR shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. the City of Oak Creek covenants and agrees that: 1) the Files are Instruments of Service of SmithGroupJJR, the author, and/or Work Product of SmithGroupJJR, as the case may be; 2) in providing the Files, SmithGroupJJR does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. The City of Oak Creek agrees to report any defects in the Files to SmithGroupJJR, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroupJJR will correct such defects, in a timely manner, and retransmit the Files. The City of Oak Creek further agrees to compensate SmithGroupJJR, as Additional Services, for the cost of correcting defects reported to SmithGroupJJR after the Acceptance Period. The City of Oak Creek understands that the Files have been prepared to SmithGroupJJR's criteria and may not conform to (Client's Name) drafting or other documentation standards. The City of Oak Creek understands that, due to the translation

process of certain CADD formats, and the transmission of such Files to the City of Oak Creek that SmithGroupJJR does not guarantee the accuracy, completeness or integrity of the data, and that the City of Oak Creek will hold SmithGroupJJR harmless for any data or file clean-up required to make these Files usable. The City of Oak Creek understands that even though SmithGroupJJR may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that the City of Oak Creek will hold SmithGroupJJR harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. The City of Oak Creek agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroupJJR harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by the City of Oak Creek.

Under no circumstances shall transfer of Files to the City of Oak Creek be deemed a sale by SmithGroupJJR. SmithGroupJJR makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY OF OAK CREEK AGREES THAT THE TOTAL LIABILITY OF SmithGroupJJR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SmithGroupJJR UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroupJJR will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. The City of Oak Creek acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroupJJR's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroupJJR to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroupJJR of liability of any other party.

SmithGroupJJR will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. The City of Oak Creek acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroupJJR (*Signature*)

Owner (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date

Attachment 'A'

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 14

Recommendation: Approve professional service agreement with SmithGroupJJR for Lake Vista Community Park and Playground Construction documents in an amount not to exceed \$100,500 and authorize the City Administrator to sign the agreement.

Background: The Common Council has recently authorized proceeding with project scopes and budgets for various program elements of the Lake Vista Lakefront Redevelopment Plan. In order to proceed with construction, design and bidding documents for the Community Park and Playground construction project, staff has sought a proposal for professional services from SmithGroupJJR. This firm is very familiar with past City efforts on these sites and has been a good and valuable partner for the City bringing important experience and ideas to assist City efforts.

Attached is a professional services contract in an amount not to exceed \$100,500 for preparing construction and bidding documents for the Community Park and Playground construction project:

- Project coordination and necessary meetings
- Schematic design drawings and cost estimate (15% level)
- Design development (50% level)
- 90% and 10% construction drawings
- Development of bid package and bid evaluation

Fiscal Impact: 100% of the cost for this work will be charged to the budget for Community Park and Playground Construction, \$2.5M, approved by the Council.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

October 30, 2014

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

RE: Proposal for Professional Services
Lake Vista Implementation Project – Community Park and Playground Construction Documents

On behalf of SmithGroupJJR, Inc., ("SmithGroupJJR") I am pleased to submit this proposal for the City of Oak Creek ("Client"). The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

We understand that the Oak Creek City Council has approved allocation of \$14.6 million to implement a series of improvements as part of the Lake Vista Redevelopment Project. These projects are intended to improve public access and enhance public spaces in general conformance with the Neighborhood Development Plan and staff recommendations from a series of meetings in September, 2014. These recommendations included the following:

1. North Bluff Stabilization - \$1.3 million
2. Road Extension to provide public access – \$7.0 million
3. Community Park & Playground - \$2.5 million
4. Terrace & Access to Lake - \$3.0 million
5. Contingency - \$800,000

Services described in this proposal are for planning, design, and engineering associated with the Community Park and Playground (Project 3). A specific program and layout of design components has not been developed in detail. However, city staff has identified a menu of desired components to be incorporated. This menu and the associated budget allocation for Project 3 forms the basis of this Scope of Services. Following the completion of the Planning/Programming phase (under a separate contract), SmithGroupJJR will advise the Client whether adjustments to the Scope of Services are required based on the specific program developed.

It is assumed that the construction cost of the Community Park and Playground will be \$2,175,000 (approximately 85% of the allocated total) and will include the following design components:

1. Utility extensions to the Northwest Corner of the Park
2. Restroom Facilities
3. Field Preparation and Seeding
4. Covered Pavilions
5. A Playground Area
6. Support Facilities (e.g., maintenance sheds)
7. A Parking Lot (or lots).

If necessary, SmithGroupJJR will work with the Client to procure and coordinate architectural design services should they be required.

SCOPE OF SERVICES

1.0 Design Development (DD)

Based on the concept drawings resulting from the Community Park and Playground planning process and adjustments authorized by the Client to the program, schedule or construction budget, SmithGroupJJR will prepare Design Development (DD) Documents. DD drawings will depict approximately 50% complete construction drawings and will include the following:

- Site layout and materials plans with major elements and materials identified.
- Preliminary site grading with drainage features and structures identified.
- Walks, parking, paths, and related features with plan geometry established.
- Utility routing with sizes and elevations identified.
- Preliminary planting and landscaping plan.
- Preliminary details of concrete pads, related features.

As part of this task, SmithGroupJJR will prepare supplemental information including:

- Outline construction specifications describing materials and construction requirements. Construction specifications will reference City of Oak Creek standard specifications where applicable.
- DD level Opinion of Probable Construction Cost.

Upon completion and transmittal of the draft DD documents to the client, SmithGroupJJR will meet with Client staff to review and discuss the information noting any required modifications to the draft documents.

2.0 Construction Documents

SmithGroupJJR will prepare Construction Drawings and Specifications setting forth in detail the requirements for the construction of the Project based on the approved Design Development Documents and the construction budget authorized by the Client. Construction documents will include the following:

- Drawings depicting final design of proposed improvements approved by the Client and regulatory agencies. Drawings will depict final feature geometry and materials, final site grading and drainage, utilities, construction details, an erosion and sediment control plan conforming to City of Oak Creek and Wisconsin Department of Natural Resources requirements, and restoration/landscaping plans.
- Construction specifications identifying general construction and payment requirements as well as technical product and execution requirements.
- Front end documents outlining bidding and contractual requirements for prospective bidders. This will include assisting the Client in compiling the Bid Forms, Form of Agreement, General Conditions, Special Conditions and Specifications into the Project Manual, which together with the Construction Drawings will be used for bidding and awarding a construction contract.
- The final opinion of probable construction cost, advising the Client of any adjustments to previous estimates/budgets due to changes in project requirements or general market conditions.

SmithGroupJJR will provide up to two hard copy sets of construction documents at the 90% and 100% completion levels as well as electronic files in Adobe PDF and AutoCAD format. Bid drawings (100% completion level) will incorporate final Client comments from review of the 90% set.

SmithGroupJJR will prepare and submit an Erosion and Sediment Control/Stormwater Management Plan to demonstrate conformance to applicable Wisconsin Department of Natural Resources (WRAPP), City of Oak Creek, and MMSD requirements. A Water Resources Application for Project Permits (WRAPP) and attachments will be prepared and submitted to DNR. If required, additional permit applications will be prepared as an additional service.

Services include preparation of one single bid package. Separation of drawings into multiple bid packages will be completed as an additional service.

3.0 Bid Phase Services

SmithGroupJJR will assist the Client in completion of Bid Phase activities, including the following:

- Attend the Client's prebid conference to receive technical questions from the bidder's and respond as appropriate.
- Receive and respond to contractor or supplier pre-bid questions.
- Issue addenda to the bid documents as necessary to clarify document intent.

4.0 Coordination and Meetings

In addition to meetings listed above, services include the following:

- One City Council meeting to present the recommended Community Park plan.
- Up to 4 additional meetings via Webex or teleconference.
- Consultation with the Client's Environmental Consultant as needed to understand cap and site closure constraints as they relate to design of park facilities.

CLIENT RESPONSIBILITIES

1. Provide SmithGroupJJR with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications; and furnish copies of Client's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
2. Furnish any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
3. Arrange for safe access to and make all provisions for SmithGroupJJR to enter upon public and private property as required for SmithGroupJJR to perform services under the Agreement.
4. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by SmithGroupJJR (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

5. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by SmithGroupJJR and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
6. Advise SmithGroupJJR of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
7. Furnish to SmithGroupJJR data as to Client's anticipated costs for services to be provided by others for Client so that SmithGroupJJR may make the necessary calculations to develop and periodically adjust SmithGroupJJR's Opinion of Probable Construction Costs.

SCHEDULE

Services described will be completed by July 31, 2015.

PROFESSIONAL SERVICES FEE

The Client shall compensate SmithGroupJJR for the scope of services outlined above a fee equal to the average hourly rate (Please See Attachment 'A') of our project staff actively engaged in the program for all man hours worked, including the mandatory and customary benefits such as taxes, insurance, health, holidays, vacations, pensions, and similar benefits plus reimbursable expenses. Based on the program as understood to date and the current estimated construction budget, the total fee for professional services for the scope of work described above will not \$100,500, including reimbursable cash charges unless authorized by the Client.

REIMBURSABLE CASH CHARGES

As part of the fee indicated above, the following cash costs shall be reimbursable:

1. Travel expenses related to this project. Reimbursement for car mileage is per Attachment A.
2. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either digitally or in hard copy;
3. Long distance telephone and facsimile charges, postage, express charges and other similar items;
4. Models, renderings, photography and other special presentation material for other than the SmithGroupJJR's own use;
5. Regulatory Agency review fees; and
6. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroupJJR (if given verbally), and the work will commence upon the City of Oak Creek approval of an estimated fee for that effort or, if not agreed otherwise, the City of Oak Creek shall reimburse SmithGroupJJR on an hourly basis of SmithGroupJJR's project staff actively engaged for all man hours worked on the project.

Additional Services may include, but are not limited to, the following:

Preparation of multiple bid packages.

Providing services to investigate existing conditions of facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information, including survey information furnished by the Client.

Providing services to investigate in the work of independent consultants or construction manager retained by the Client.

Revising drawings, specifications or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within SmithGroupJJR's control.

Preparing perspectives, renderings, models prepared upon the Client's request and not otherwise provided herein.

Bid Phase Service including:

- Publish advertisement for bids in local construction journals.
- Issue bid documents to local plan reviewing rooms.
- Attend the Client's bid opening, review bid tabulation and supporting documents with the Client and offer recommendation of action.
- Attend a briefing with the low bidder and the Client to clarify any uncertain issues.
- Assist in awarding and preparing contracts for construction.

INDEMNIFICATION

It is agreed to by the City of Oak Creek in the event documents prepared by SmithGroupJJR are incorporated by the City of Oak Creek as a part of the construction contract, SmithGroupJJR will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of SmithGroupJJR's obligations. Further, such general conditions shall contain an indemnification provision extending from the Contractor to both the City of Oak Creek and SmithGroupJJR. Also, both the City of Oak Creek and SmithGroupJJR shall be named as an Additional Insured on Contractors general liability insurance.

PAYMENTS

Invoices will be prepared monthly on the basis of services rendered *choose one of the preceding.*

All payments due to SmithGroupJJR shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroupJJR under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroupJJR shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. the City of Oak Creek covenants and agrees that: 1) the Files are Instruments of Service of SmithGroupJJR, the author, and/or Work Product of SmithGroupJJR, as the case may be; 2) in providing the Files, SmithGroupJJR does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. The City of Oak Creek agrees to report any defects in the Files to SmithGroupJJR, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroupJJR will correct such defects, in a timely manner, and retransmit the Files. The City of Oak Creek further agrees to compensate SmithGroupJJR, as Additional Services, for the cost of correcting defects reported to SmithGroupJJR after the Acceptance Period. The City of Oak

Creek understands that the Files have been prepared to SmithGroupJJR's criteria and may not conform to (Client's Name) drafting or other documentation standards. The City of Oak Creek understands that, due to the translation process of certain CADD formats, and the transmission of such Files to the City of Oak Creek that SmithGroupJJR does not guarantee the accuracy, completeness or integrity of the data, and that the City of Oak Creek will hold SmithGroupJJR harmless for any data or file clean-up required to make these Files usable. The City of Oak Creek understands that even though SmithGroupJJR may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that the City of Oak Creek will hold SmithGroupJJR harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. The City of Oak Creek agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroupJJR harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by the City of Oak Creek.

Under no circumstances shall transfer of Files to the City of Oak Creek be deemed a sale by SmithGroupJJR. SmithGroupJJR makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY OF OAK CREEK AGREES THAT THE TOTAL LIABILITY OF SmithGroupJJR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SmithGroupJJR UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroupJJR will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. The City of Oak Creek acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroupJJR's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroupJJR to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroupJJR of liability of any other party.

SmithGroupJJR will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. The City of Oak Creek acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroupJJR (*Signature*)

Owner (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date

Attachment 'A'

SMITHGROUP JJR

**Standard Fee and Reimbursement Schedule
Madison, Wisconsin
April 1, 2014**

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 5	\$215.00/hour
Principal/ Level 4	\$210.00/hour
Principal/ Level 3	\$195.00/hour
Principal/ Level 2	\$170.00/hour
Principal/ Level 1	\$160.00/hour
Professional Staff/ Level 10	\$160.00/hour
Professional Staff/ Level 9	\$140.00/hour
Professional Staff/ Level 8	\$125.00/hour
Professional Staff/ Level 7	\$120.00/hour
Professional Staff/ Level 6	\$110.00/hour
Professional Staff/ Level 5	\$100.00/hour
Professional Staff/ Level 4	\$95.00/hour
Professional Staff/ Level 3	\$90.00/hour
Professional Staff/ Level 2	\$85.00/hour
Professional Staff/ Level 1	\$80.00/hour
Technical Staff/ Level 2	\$85.00/hour
Technical Staff/ Level 1	\$70.00/hour

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

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

REIMBURSABLE EXPENSES

Mileage	\$.560/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

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

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 15

Recommendation: Approve professional service agreement with SmithGroupJJR for Lake Vista Terrace and Access to Lake Construction documents in an amount not to exceed \$120,000 and authorize the City Administrator to sign the agreement.

Background: The Common Council has recently authorized proceeding with project scopes and budgets for various program elements of the Lake Vista Lakefront Redevelopment Plan. In order to proceed with construction, design and bidding documents for the Terrace and access to the Lake project, staff has sought a proposal for professional services from SmithGroupJJR. This firm is very familiar with past City efforts on these sites and has been a good and valuable partner for the City bringing important experience and ideas to assist City efforts.

Attached is a professional services contract in an amount not to exceed \$120,000 for preparing construction and bidding documents for the Terrace and Access to the Lake which includes:

- Project coordination and necessary meetings
- Schematic design drawings and cost estimate (15% level)
- Design development (50% level)
- 90% and 10% construction drawings
- Development of bid package and bid evaluation

Fiscal Impact: 100% of the cost for this work will be charged to the budget for Terrace and Access to Lake \$3.0M approved by the Council.

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

October 30, 2014

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

RE: Proposal for Professional Services
Lake Vista Implementation Project – Terrace and Access to Lake Construction Documents

On behalf of SmithGroupJJR, Inc., I am pleased to submit this proposal for the City of Oak Creek ("Client"). The following is our understanding of the services which are to be provided.

UNDERSTANDING OF THE PROJECT

We understand that the Oak Creek City Council has approved allocation of \$14.6 million to implement a series of improvements as part of the Lake Vista Redevelopment Project. These projects are intended to improve public access and enhance public spaces in general conformance with the Neighborhood Development Plan and staff recommendations from a series of meetings in September, 2014. These recommendations included the following:

1. North Bluff Stabilization - \$1.3 million
2. Road Extension to provide public access – \$7.0 million
3. Community Park & Playground - \$2.5 million
4. Terrace & Access to Lake - \$3.0 million
5. Contingency - \$800,000

Services described in this proposal are for design and engineering associated with the Terrace and Access to the Lake (Project 4). While a specific program and layout of design components has not been developed in detail, city staff has identified a menu of desired components to be incorporated. This menu and associated budget allocation (excluding the Bender Park Trail as described below) for Project 4 form the basis of this Scope of Services. Following the completion of the Planning/Programming phase (under a separate contract), SmithGroupJJR will advise the Client whether adjustments to the Scope of Services are required based on the specific program developed.

Terrace and Access to Lake

It is assumed that the total construction cost of the Terrace and Access to the Lake will be \$2,550,000 (approximately 85% of the allocated total) and will include the following design components:

1. Bluff top vista/viewing area,
2. Access from Lake Vista Drive to the edge of water,
3. Landscaping and amenities, and
4. A path linking the waterfront to Bender Park trails.

Excluding the Bender Park Trail (which is included in a separate contract), budgetary estimates completed for the approved budget allocation estimated the construction cost of the remaining anticipated projects to be in the \$1.0 million to \$1.5 million range, but is highly dependent on the outcome of shoreline and subsurface conditions, coordination issues, and other factors.

SCOPE OF SERVICES

1.0 Schematic Design

Following concurrence of the Client on the preferred concept, SmithGroupJJR will create Schematic Design (SD) drawings depicting proposed site improvements. The schematic drawings will show the general layout, scale, and relationship of Project components within the context of the existing site but will not include extensive details except for where necessary to convey the intent of design or demonstrate feasibility. SD Drawings will represent approximately 15% complete construction documents.

Upon completion of the documents, SmithGroupJJR will transmit the information to the City for review along with a letter including the following information:

- An SD-level Opinion of Probable Construction Cost.
- A summary of regulatory agency review and permit requirements for the identified improvements.
- A discussion of the recommended approach to bidding and construction contract type.

Following transmittal of the draft SD documents, SmithGroupJJR will meet with Client staff to review and discuss the information noting any required modifications to the plans.

2.0 Design Development

Based on feedback from review of the SD plans, SmithGroupJJR will prepare Design Development (DD) Documents. DD drawings will depict approximately 50% complete construction drawings and will include the following:

- Site layout and materials plans with major elements and materials identified.
- Preliminary site grading with drainage features and structures identified.
- Walks, parking, paths, and related features with plan geometry established.
- Preliminary planting and landscaping plan.
- Preliminary details of walls, footings, overlooks, and related features.

As part of this task, SmithGroupJJR will prepare supplemental information as part of the DD package including:

- Outline construction specifications describing materials and construction requirements. Construction specifications will reference City of Oak Creek standard specifications where applicable.
- DD-level Opinion of Probable Construction Cost.

Upon completion and transmittal of the DD documents, SmithGroupJJR will meet with Client staff to review and discuss the information noting any required modifications.

3.0 Construction Documents

SmithGroupJJR will prepare Construction Drawings and Specifications setting forth in detail the requirements for the construction of the Project based on the approved Design Development Documents and the construction budget authorized by the Client. Construction documents will include the following:

- Construction drawings depicting final design of proposed improvements approved by the Client and regulatory agencies. Drawings will depict final feature geometry and materials, final site grading and drainage, utilities, construction details, an erosion and sediment control plan conforming to City of Oak Creek and Wisconsin Department of Natural Resources requirements, and restoration/landscaping plans.
- Construction specifications identifying general construction and payment requirements as well as technical product and execution requirements.
- Front end documents outlining bidding and contractual requirements for prospective bidders. This will include assisting the Client in compiling the Bid Forms, Form of Agreement, General Conditions, Special Conditions and Specifications into the Project Manual, which together with the Construction Drawings will be used for bidding and awarding a construction contract.
- The final Opinion of Probable Construction Cost, advising the Client of any adjustments to previous estimates/budgets due to changes in project requirements or general market conditions.

SmithGroupJJR will provide up to two hard copy sets of construction documents at the 90% and 100% completion levels as well as electronic files in Adobe PDF and AutoCAD format. Bid drawings (100% completion level) will incorporate final Client comments from review of the 90% set.

SmithGroupJJR will prepare and submit an Erosion and Sediment Control/Stormwater Management Plan to demonstrate conformance to applicable Wisconsin Department of Natural Resources (WRAPP), City of Oak Creek, and MMSD requirements. A Water Resources Application for Project Permits (WRAPP) and attachments will be prepared and submitted to DNR. If required, additional permit applications will be prepared as an additional service.

Services include preparation of one single bid package. Separation of drawings into multiple bid packages will be completed as an additional service.

4.0 Bid Phase Services

SmithGroupJJR will assist the Client in completion of Bid Phase activities, including the following:

- Attend the Client's prebid conference to receive technical questions from the bidder's and respond as appropriate.
- Receive and respond to contractor or supplier pre-bid questions.
- Issue addenda to the bid documents as necessary to clarify document intent.

5.0 Coordination and Meetings

In addition to meetings listed above, services include the following:

- One City Council meeting to present the recommended Community Park plan.
- Up to 4 additional meetings via Webex or teleconference.

- Consultation with the Client's Environmental Consultant as needed to understand cap and site closure constraints as they relate to design of park facilities.

CLIENT RESPONSIBILITIES

1. Provide SmithGroupJJR with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications; and furnish copies of Client's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
2. Furnish any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
3. Arrange for safe access to and make all provisions for SmithGroupJJR to enter upon public and private property as required for SmithGroupJJR to perform services under the Agreement.
4. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by SmithGroupJJR (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
5. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by SmithGroupJJR and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
6. Advise SmithGroupJJR of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
7. Furnish to SmithGroupJJR data as to Client's anticipated costs for services to be provided by others for Client so that SmithGroupJJR may make the necessary calculations to develop and periodically adjust SmithGroupJJR's Opinion of Probable Construction Costs.

SCHEDULE

Services described will be completed by August 31, 2015, subject to modifications in the Client's program.

PROFESSIONAL SERVICES FEE

The Client shall compensate SmithGroupJJR for the scope of services outlined above a fee equal to the average hourly rate (Please See Attachment 'A') of our project staff actively engaged in the program for all man hours worked, including the mandatory and customary benefits such as taxes, insurance, health, holidays, vacations, pensions, and similar benefits plus reimbursable expenses. Based on the program as understood to date and the current estimated construction budget, the total fee for professional services for the scope of work described above will not exceed \$120,000, including reimbursable cash charges without prior authorization of the Client.

REIMBURSABLE CASH CHARGES

As part of the fee indicated above, the following cash costs shall be reimbursable:

1. Travel expenses related to this project. Reimbursement for car mileage is per Attachment A.
2. Printing and/or reproduction of presentation materials, sketches, drawings, specifications, reports and other project related documents, either digitally or in hard copy;
3. Long distance telephone and facsimile charges, postage, express charges and other similar items;

4. Models, renderings, photography and other special presentation material for other than the SmithGroupJJR's own use;
5. Regulatory Agency review fees; and
6. Employment of, with client's prior approval, special consultants other than those listed in this proposal.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroupJJR (if given verbally), and the work will commence upon the City of Oak Creek approval of an estimated fee for that effort or, if not agreed otherwise, the City of Oak Creek shall reimburse SmithGroupJJR on an hourly basis of SmithGroupJJR's project staff actively engaged for all man hours worked on the project.

Additional Services may include, but are not limited to, the following:

Providing services to investigate existing conditions of facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information, including survey information furnished by the Client.

Providing services to investigate in the work of independent consultants or construction manager retained by the Client.

Revising drawings, specifications or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within SmithGroupJJR's control.

Preparing perspectives, renderings, models prepared upon the Client's request and not otherwise provided herein.

Bid Phase Service including:

- Publish advertisement for bids in local construction journals.
- Issue bid documents to local plan reviewing rooms.
- Attend the Client's bid opening, review bid tabulation and supporting documents with the Client and offer recommendation of action.
- Attend a briefing with the low bidder and the Client to clarify any uncertain issues.
- Assist in awarding and preparing contracts for construction.

INDEMNIFICATION

It is agreed to by the City of Oak Creek in the event documents prepared by SmithGroupJJR are incorporated by the City of Oak Creek as a part of the construction contract, SmithGroupJJR will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of SmithGroupJJR's obligations. Further, such general conditions shall contain an indemnification provision extending from the Contractor to both the City of Oak Creek and SmithGroupJJR. Also, both the City of Oak Creek and SmithGroupJJR shall be named as an Additional Insured on Contractors general liability insurance.

PAYMENTS

Invoices will be prepared monthly on the basis of services rendered.

All payments due to SmithGroupJJR shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroupJJR under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroupJJR shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. The City of Oak Creek covenants and agrees that: 1) the Files are Instruments of Service of SmithGroupJJR, the author, and/or Work Product of SmithGroupJJR, as the case may be; 2) in providing the Files, SmithGroupJJR does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. The City of Oak Creek agrees to report any defects in the Files to SmithGroupJJR, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SmithGroupJJR will correct such defects, in a timely manner, and retransmit the Files. The City of Oak Creek further agrees to compensate SmithGroupJJR, as Additional Services, for the cost of correcting defects reported to SmithGroupJJR after the Acceptance Period. The City of Oak Creek understands that the Files have been prepared to SmithGroupJJR's criteria and may not conform to (Client's Name) drafting or other documentation standards. The City of Oak Creek understands that, due to the translation process of certain CADD formats, and the transmission of such Files to the City of Oak Creek that SmithGroupJJR does not guarantee the accuracy, completeness or integrity of the data, and that the City of Oak Creek will hold SmithGroupJJR harmless for any data or file clean-up required to make these Files usable. The City of Oak Creek understands that even though SmithGroupJJR may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that the City of Oak Creek will hold SmithGroupJJR harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. The City of Oak Creek agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroupJJR harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by the City of Oak Creek.

Under no circumstances shall transfer of Files to the City of Oak Creek be deemed a sale by SmithGroupJJR. SmithGroupJJR makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY OF OAK CREEK AGREES THAT THE TOTAL LIABILITY OF SmithGroupJJR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SmithGroupJJR UNDER THIS AGREEMENT.

MISCELLANEOUS PROVISIONS

SmithGroupJJR will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. The City of Oak Creek acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroupJJR's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroupJJR to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroupJJR of liability of any other party.

SmithGroupJJR will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. The City of Oak Creek acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroupJJR cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SmithGroupJJR (*Signature*)

Owner (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date

Attachment 'A'

SMITHGROUP JJR

**Standard Fee and Reimbursement Schedule
Madison, Wisconsin
April 1, 2014**

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 5	\$215.00/hour
Principal/ Level 4	\$210.00/hour
Principal/ Level 3	\$195.00/hour
Principal/ Level 2	\$170.00/hour
Principal/ Level 1	\$160.00/hour
Professional Staff/ Level 10	\$160.00/hour
Professional Staff/ Level 9	\$140.00/hour
Professional Staff/ Level 8	\$125.00/hour
Professional Staff/ Level 7	\$120.00/hour
Professional Staff/ Level 6	\$110.00/hour
Professional Staff/ Level 5	\$100.00/hour
Professional Staff/ Level 4	\$95.00/hour
Professional Staff/ Level 3	\$90.00/hour
Professional Staff/ Level 2	\$85.00/hour
Professional Staff/ Level 1	\$80.00/hour
Technical Staff/ Level 2	\$85.00/hour
Technical Staff/ Level 1	\$70.00/hour

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

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

REIMBURSABLE EXPENSES

Mileage	\$.560/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

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

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 16

Background: Mayor Scaffidi is requesting discussion and direction to the Clerk's Office regarding the scheduling of 2015 Common Council meeting dates.

Per Oak Creek Municipal Code Sec. 2.28(b), regular meetings of the Common Council shall be held on the first and third Tuesdays of each calendar month, at the hour of 7:00 p.m., or as otherwise scheduled by the Council.

Mayor Scaffidi is asking the Council for discussion and consideration of the vacation of one of the meetings during the summer of 2015.

Please keep in mind holidays and community events that occur during the months of July and August. Additionally, the month of June will have five Tuesday's in 2015.

June – 5 Tuesdays

If the Council determines to not hold a Council meeting either June 16th or July 7th, there will be a 5 week lag between meetings.

July 4 – Holiday occurs on a Saturday

August 4 – National Night Out

Due to the structure of the months, should the Council agree to not hold both meetings during one month in the summer, the best options would be July 21, August 3, August 18, with the meeting on August 3rd (the night before National Night Out) being the preferred option.

Fiscal Impact: There is no fiscal impact.

Prepared by:



Christa J. Miller, WCMC
Deputy City Clerk

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

2015

January

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 17

Recommendation: That the Common Council approves payment of the obligations as listed on the October 29, 2014 Vendor Summary Report.

Background: Of note are the following payments:

1. \$72,021.99 to Advanced Disposal-Muskego-C6 (pg #1) for recycling and landfill charges.
2. \$13,336.24 to Alfred Benesch & Co. (pg #2) for September bridge design services.
3. \$60,840.32 to Benistar/UA (pg #2) for November retiree Medicare supplement.
4. \$21,032.72 to Centerpoint Properties Trust (pg #3) per tax appeal settlement agreement.
5. \$68,600.00 to Chamberlin Group, LLC (pg #3) for April through September owner representative services – facility development.
6. \$1,827,714.00 to Corporate Contractors Inc. (pg #3) for contract payment City Hall/Library and Fire Station.
7. \$49,977.78 to Environ (pg #5) for May, June, and July technical assistance with Lakeview project.
8. \$28,274.04 to GHA Technologies, Inc. (pg #6) for two servers.
9. \$5,171.00 to Milliman (pg #9) for August administration services.
10. \$76,027.91 to Oak Creek Water & Sewer Utility (pg #10) for third quarter inspection costs.
11. \$46,224.34 to WE Energies (pgs #15-16) for street lighting and gas/electric utilities.
12. \$903,154.53 to WI Dept. of Transportation (pg #16) for city's portion of the Howell project from Oakwood to Grange.

Fiscal Impact: Total claims paid of \$3,248,760.24

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: November 5, 2014

Item No.: 18

Recommendation: That the Common Council adopt Resolution No. 11552-110514 accepting Waivers of Special Assessment Notices and Hearings for water lateral installation, and levying special assessments against benefited properties and establish an interest rate of 4%. (Project No. 13104) (5th Aldermanic District).

Background: The Howell Estates Subdivision Water Main Relay project included the abandonment of existing 6-inch cast iron water main that runs through backyard and side yard easements and serves 23 customers in the subdivision. Water laterals originating from these existing mains have been abandoned in favor of new laterals.

The Oak Creek Water and Sewer Utility Commission gave the 23 affected property owners two options for relocating their water lateral. Option 1 – levy special assessments with a 4% interest rate against affected property owners for relocating the water lateral under the Oak Creek Water and Sewer Utility contract. Option 2 - Affected property owners relocate their water lateral privately within 18 months. All of the property owners have either utilized Option 1 or Option 2 except for two properties located at 9760 S. Howell Ave. and 9861 S. Austin St. Both property owners have now submitted the required waiver of special assessments and hearings. They have been informed that the special assessment price offered under the contract cannot be guaranteed 18 months later and that the special assessment will significantly increase from the original \$3,000.

The Oak Creek Water and Sewer Utility Commission has approved this project.

Fiscal Impact: The Oak Creek Water and Sewer Utility will initially fund the entire cost and shall be reimbursed as special assessments are received for the water lateral work. The maximum cost of the special assessment is \$5,000 for the property at 9861 S. Austin St. and \$6,000 for the property at 9760 S. Howell Ave.

Prepared by:



Ronald J. Pritzlaff, P.E.
Utility Engineer

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant
Finance Director/Comptroller

BY: _____

**RESOLUTION ACCEPTING WAIVERS OF SPECIAL ASSESSMENT NOTICES
AND HEARINGS FOR WATER LATERAL IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTIES**

(PROJECT NO. 13104)

(5TH ALDERMANIC DISTRICT)

WHEREAS, in the judgment of the Common Council of the City of Oak Creek, it was deemed to be expedient and necessary and in the best interest of the City and the properties affected thereby that the City proceed with the following improvements at the following locations:

WATER LATERAL AND APPURTENANCES

9760 S. Howell Avenue (Tax Key No. 9070011000)

And

9861 S. Austin Street (Tax Key No. 9070056001000)

WHEREAS, said property owners had requested that the said improvements be installed to service their properties and said properties will benefit from the installation thereof, and

WHEREAS, said property owners have executed a Waiver of Special Assessment Notices and Hearings agreeing to the assessment of their land for the water lateral installation and have agreed to the payment thereof, all in accordance with Section 3.20 of the Municipal Code of the City of Oak Creek.

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

1. That the aforementioned improvements be installed.
2. That the Waivers of Special Assessment Hearings and Notices from the abutting property owners be, and are hereby accepted, such waivers covering the lands owned by and described as follows:

9760 S. Howell Avenue – Howell Avenue Estates Northwest ¼ of Section 28, Township 5 North, Range 22 East, Lot 9, Block1

And

9861 S. Austin Street - Howell Avenue Estates Northwest ¼ of Section 28, Township 5 North, Range 22 East, Lot 6 and North 10 feet of vacated street adjacent on south block 6

3. That the above-described public improvements constitute an exercise of the City's Police power and benefit the properties being assessed.
4. That each abutting property owner shall be assessed for the improvements in the manner set forth in Section 3.20 of the Municipal Code of the City of Oak Creek and the assessment rates as set forth in Common Council Resolution No. 10751-041707.
5. That the assessments may be paid in cash or in 5/10 annual installments in accordance with Section 3.210 of the Municipal Code of the City of Oak Creek, if paid in installments, the same shall bear interest at the minimum rate of 4% per annum on the unpaid balance.
6. That where the special assessments are not paid within 30 days of the date of the Notice of Levy of Special Assessment, the amount due shall be entered on the year of levy's tax roll.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of November 2014.

President, Common Council

Passed and adopted this 5th day of November, 2014

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 18

Recommendation: That the Common Council adopt Resolution No. 11552-110514 accepting Waivers of Special Assessment Notices and Hearings for water lateral installation, and levying special assessments against benefited properties and establish an interest rate of 4%, (Project No. 13104) (5th Aldermanic District).

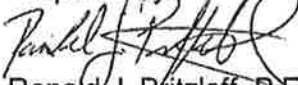
Background: The Howell Estates Subdivision Water Main Relay project included the abandonment of existing 6-inch cast iron water main that runs through backyard and side yard easements and serves 23 customers in the subdivision. Water laterals originating from these existing mains have been abandoned in favor of new laterals.

The Oak Creek Water and Sewer Utility Commission gave the 23 affected property owners two options for relocating their water lateral. Option 1 – levy special assessments with a 4% interest rate against affected property owners for relocating the water lateral under the Oak Creek Water and Sewer Utility contract. Option 2 - Affected property owners relocate their water lateral privately within 18 months. All of the property owners have either utilized Option 1 or Option 2 except for two properties located at 9760 S. Howell Ave. and 9861 S. Austin St. The 18-month time period under Option 2 has expired and they have requested to be specially assessed for installation of a new water lateral. The Utility has not received the required waiver of special assessments and hearings from the property owner at 9861 S. Austin Street. Thus the special assessment will only apply to the property at 9760 S. Howell Ave. under this resolution. They have been informed that the special assessment price offered under the contract cannot be guaranteed 18 months later and that the special assessment will significantly increase from the original \$3,000.


The Oak Creek Water and Sewer Utility Commission has approved this project.

Fiscal Impact: The Oak Creek Water and Sewer Utility will initially fund the entire cost and shall be reimbursed as special assessments are received for the water lateral work. The maximum cost of the special assessment is \$6,000 for the property at 9760 S. Howell Ave.

Prepared by:


Ronald J. Pritzlaff, P.E.
Utility Engineer

Respectfully submitted,


Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:


Bridget M. Souffrant
Finance Director/Comptroller

RESOLUTION NO. 11552-110514

BY: _____

**RESOLUTION ACCEPTING WAIVERS OF SPECIAL ASSESSMENT NOTICES
AND HEARINGS FOR WATER LATERAL IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTIES**

(PROJECT NO. 13104)

(5TH ALDERMANIC DISTRICT)

WHEREAS, in the judgment of the Common Council of the City of Oak Creek, it was deemed to be expedient and necessary and in the best interest of the City and the properties affected thereby that the City proceed with the following improvements at the following locations:

WATER LATERAL AND APPURTENANCES

9760 S. Howell Avenue (Tax Key No. 907-0056-001)

WHEREAS, said property owners had requested that the said improvements be installed to service their properties and said properties will benefit from the installation thereof, and

WHEREAS, said property owners have executed a Waiver of Special Assessment Notices and Hearings agreeing to the assessment of their land for the water lateral installation and have agreed to the payment thereof, all in accordance with Section 3.20 of the Municipal Code of the City of Oak Creek.

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

1. That the aforementioned improvements be installed.
2. That the Waivers of Special Assessment Hearings and Notices from the abutting property owners be, and are hereby accepted, such waivers covering the lands owned by and described as follows:

9760 S. Howell Avenue – Howell Avenue Estates Northwest ¼ of Section 28, Range 5, Township 22, Lot 9, Block1

3. That the above-described public improvements constitute an exercise of the City's Police power and benefit the properties being assessed.
4. That each abutting property owner shall be assessed for the improvements in the manner set forth in Section 3.20 of the Municipal Code of the City of Oak Creek and the assessment rates as set forth in Common Council Resolution No. 10751-041707.

5. That the assessments may be paid in cash or in 5/10 annual installments in accordance with Section 3.210 of the Municipal Code of the City of Oak Creek, if paid in installments, the same shall bear interest at the minimum rate of 4% per annum on the unpaid balance.
6. That where the special assessments are not paid within 30 days of the date of the Notice of Levy of Special Assessment, the amount due shall be entered on the year of levy's tax roll.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of November 2014.

President, Common Council

Passed and adopted this 5th day of November, 2014

ATTEST:

City Clerk

Mayor

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 19

Recommendation: That the Common Council consider a motion to purchase fiber optic cable and miscellaneous fiber equipment from Power and Telephone Supply in the amount of \$42,600.45.

Background:

This project will provide a fiber optic connection between City buildings. This project will connect the following City buildings with fiber optic cables:

1. Fire Station 3 – 6000 S. 6th St.
2. Water Utility Administrative Office – 170 W. Drexel Ave.
3. Future City Hall/Library – 8040 S. 6th St.
4. Future Fire Station 1 – 255 East Centennial Dr.
5. Street Garage – 800 West Puetz Rd.
6. Police Dept. – 301 West Ryan Rd.

The construction of the above project was awarded to Trace Technologies on September 2nd, 2014 and is anticipated to be completed by June 15th, 2015.

A request for sealed bids on the purchase of fiber optic cables and associated equipment for the above project was advertised and four proposals were received/reviewed by the Information Technology Department and M.C. & E. The low bidder was Power and Telephone Supply (see attached Bid Proposal).

Fiscal Impact: Funding was in the CEP Fiber Optic project budget (Project No. 06007).

Prepared by:



Caesar Geiger
Information Technology Manager

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:



Bridget M. Souffrant
CMTW Finance Director / Comptroller

Section 2.1 – Alternate Material List and Pricing Signature Sheet (For improved Cable Lead Times)

City of Oak Creek: City Fiber Optic WAN Conneciton Project - Materials RFQ							
Item	Mfr.	Part Number	Description	Quantity	Unit Price	Total Price	Lead Time
Cable							
1	COMM SCOPE	D108LN8WF12NS	108 Strand Fiber Optic Cable - Domestic OH-Free ITU-T G.652.D compliant - single jacket all dielectric	2,625	.7347	1928.59	8-10 WKS
2)	D084LN8WF12NS	084 Strand Fiber Optic Cable - Domestic OH-Free ITU-T G.652.D compliant - single jacket all dielectric	16,450	.60461	9945.83)
3		D064LN8WF12NS	060 Strand Fiber Optic Cable - Domestic OH-Free ITU-T G.652.D compliant - single jacket all dielectric	1,950	.44939	1474.45	
4		D036LN8WF12NS	036 Strand Fiber Optic Cable - Domestic OH-Free ITU-T G.652.D compliant - single jacket all dielectric	8,950	.323	2890.85	
5		D024LN8WF12NS	024 Strand Fiber Optic Cable - Domestic OH-Free ITU-T G.652.D compliant - single jacket all dielectric	2,450	.255	836.66	
6		D012LN8WF12NS	012 Strand Fiber Optic Cable - Domestic OH-Free ITU-T G.652.D compliant - single jacket all dielectric	4,075	.18996	774.09	
Optional Cable Purchases							
7)	D072LN8WF12NS	072 Strand Fiber Optic Cable - Domestic OH-Free ITU-T G.652.D compliant - single jacket all dielectric	26,825	.53513	14354.86)
8		D048LN8WF12NS	048 Strand Fiber Optic Cable - Domestic OH-Free ITU-T G.652.D compliant - single jacket all dielectric	13,400	.36661	4912.57	
Apparatus							
9	OFS	106191695	144 Port Termination Shelf - 7 inch (12 - 12LC Adapter panel cap)	2	310.23	620.46	2-3 WKS
10	OFS	105335806	3-tray capacity Splice Shelf - 5 inch	2	200.45	400.90)
11	OFS	107783763	1000LC1DPLX-6 Duplex LC Panel Insert (12 strand cap)	20	13.36	267.20	
12	OFS	C1101A-2	Duplex LC Singlemode adapter	120	5.01	601.20	
13	OFS	300386919	Splice Tray - 48 single fusion splice strand capacity - LT1B-F/F	6	26.73	160.38	
14	OFS	106230337	Cable Grip	2	11.45	22.90	
15	OFS	LPC1-W-LCUUNC-FRCR-012-010F	12 Strand Allwave pigtail - LCUPC to UNC - Flat Ribbon Cordage Riser	24	69.63	1671.12	
16	OFS	300537099	1U S-LIU LC12 Blue - LIU Shelf equipped with 12 LC-UPC Bulkhead Adapters	3	79.90	239.70	
17	OFS	1U S-LIU LC24 Blue	1U S-LIU LC24 Blue - LIU Shelf equipped with 24 LC-UPC Bulkhead Adapters	1	103.80	103.80	
18	OFS	300522042	1U/2U Short Splice Bracket	4	6.66	26.64	
19	OFS	300496155	Splice Single-Fusion Clip w/3 Holders (up to 48 splices)	4	13.40	53.60	
20	TYCO	186070-000	Tyco FOSC 450 B6 Gel Case 144 Capacity	5	221.77	1108.85	STK
21	TYCO	1639082-3	24 Capacity OSP Splice Tray	14	14.70	205.80	STK
Grand Total						42,600.45	

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 20

Recommendation: That the Common Council approve Resolution No. 11549-110514, accepting the workmanship and authorizing final payment to Advance Construction, for Project No. 09024. This project involved the installation of drainage improvements from Puetz Road to north of Forest Hill Avenue. (3rd Aldermanic District)

Background: This project was authorized by the Common Council as part of the Capital Improvement Program, and was awarded on September 17, 2013.

Fiscal Impact: Final payment of \$652.00 is to be paid with funding from Project No. 09024. The remaining balance will be transferred to Project No. 12022, Unspecified Storm.

Prepared by:



J. John Ozolins
Senior Engineering Technician

Respectfully submitted:



Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11549-110514

BY: _____

**RESOLUTION ACCEPTING THE WORKMANSHIP OF
ADVANCE CONSTRUCTION
AND AUTHORIZING FINAL PAYMENT**

**PUETZ ROAD TO NORTH OF FOREST HILL AVENUE
DRAINAGE IMPROVEMENTS**

PROJECT NO. 09024

(3rd ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek, hereinafter referred to as the City, and Advance Construction, hereinafter referred to as the contractor, entered into a contract whereby the Contractor agreed to perform certain public works under Project No. 09024 for the installation of drainage improvements in the City of Oak Creek, in accordance with plans and specifications prepared by the City Engineer for the agreed price of \$249,904.00; and,

WHEREAS, said total final contract price has been determined to be \$242,814.47 as computed by the City Engineer using actual quantities, as measured, additions and deletions to the contract, and contract unit prices; and,

WHEREAS, the Contractor has completed all of the work set out in the specifications; and,

WHEREAS, the Contractor has filed with the City an affidavit stating that he has complied fully with the provisions and requirements of Section 66.0903, Wis. Stats.; and,

WHEREAS, the City Engineer has submitted his final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account, the sum of \$652.00.

NOW, THEREFORE, BE IT RESOLVED that the recommendation and report prepared by the City Engineer be accepted.

BE IT FURTHER RESOLVED that the City of Oak Creek does hereby accept the workmanship furnished by the Contractor, subject, however, to all guarantees and other obligations set out in the contract which the City of Oak Creek hereby reserves, if any, and subject to the right of the City of Oak Creek to commence an action or file a third party claim against the Contractor in the event that an action is commenced by anyone against the City of Oak Creek as a result of alleged injuries or wrongful death as a result of the condition of the work site or any other condition related to this project.

BE IT FURTHER RESOLVED that in order to guarantee said workmanship and materials on the drainage improvement installation for a period of 12 months after the

acceptance of the work, the performance or contract bond, which has been made a part of the contract, shall be in effect until 12 months after the passage of the resolution.

BE IT FURTHER RESOLVED that the City, through its proper officials, issues its voucher in the sum of \$652.00 to the Contractor in full and final payment of the City's obligations under this contract.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of November, 2014.

Passed and adopted this 5th day of November, 2014.

President, Common Council

Approved this 5th day of November, 2014.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **09024**
 DESCRIPTION: Drainage Improvements
 GENERAL CONTRACTOR: Advance Construction

PREAPRED FOR November 5, 2014 COUNCIL MEETING
 COUNCIL RESOLUTION NUMBER: 11549-110514

LOCATION	BID PRICE	AS-BUILT COST	AMOUNT OVER / UNDER
Puetz to Forest Hill	\$ 249,904.00	\$ 242,814.47	\$ (7,089.53)
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -
TOTALS:	\$ 249,904.00	\$ 242,814.47	\$ (7,089.53)

PREPARED BY: **J. John Ozolins**
 Senior Engineering Technician

DATE PREPARED: October 27, 2014

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 21

Recommendation: That the Common Council renews the marketing services contract with Connect The Dots LLC for the one year period commencing November 1, 2014.

Background: For the past 12 months the City has contracted with Connect the Dots (Gary Billington) to provide marketing services to facilitate economic development in the City. That contract expired on November 1st. Under the terms of the contract, it may be renewed for additional terms of one year by mutual written agreement of the parties.

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

In the first year of the contract these efforts have not resulted in a direct business expansion or relocation decision based on leads generated by the firm. However, the connections generated through this effort have been useful in identifying early opportunities which continue to be nurtured with the expectation that they will lead to results in 2015.

Mr. Billington makes monthly reports to the Community Development Authority (CDA) regarding his activities in support of this contract. Copies of those reports are included as part of this Council report.

The CDA will be considering this contract renewal as part of their meeting the morning of November 5th.

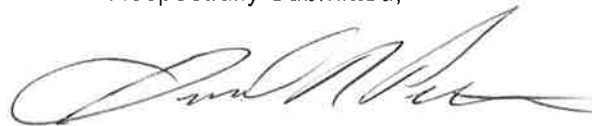
Fiscal Impact: Fixed costs for this renewal for a one (1) year period would be \$12,000 with the potential for travel fees which are not expected to exceed \$2,000 annually. Success fees will be variable and depend upon business expansion or relocation events. Funding for these costs will come from the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

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant
CMTW Finance Director / Comptroller

**CITY OF OAK CREEK
MARKETING SERVICES CONTRACT**

THIS CONTRACT, made and entered into this 7 day of Feb. 2014,
by and between CONNECT.THE.DOTS L.L.C., hereinafter called the "Contractor" and
the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin,
hereinafter called "City",

WITNESSETH:

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

1. SCOPE OF WORK

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

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

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

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

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

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

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

2. TERM

The term of this Contract shall be for a period of one (1) year commencing 11/1/13 (the "Commencement Date") and terminating 11/1/14. Thereafter this Contract may be renewed for additional terms of one year by mutual written agreement of the parties.

3. FEES AND PAYMENT

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

A "Success Fee" shall be available to the Contractor under the following conditions and based upon the City taxes produced for the first full year of improved values. This Success Fee is paid by the City to the Contractor for a business which expands or locates in the City based upon leads generated by the Contractor or jointly agreed to by the City. The Success Fee shall be determined as follows:

- For City levied real estate property taxes received which amount to less than \$100,000.00, the Contractor shall be paid 10% of the City taxes collected.
- For City levied real estate property taxes received which amount to more than \$100,000.00, the Contractor shall be paid 7.5% of the City taxes collected.

Payment of a Success Fee is due within 30 days of the City Assessor's valuation of the completed project. The Contractor acknowledges that a business has the right to appeal any assessment valuation and, therefore, payment of any Success Fee due shall be

paid after all appeals are finalized. Assessments for payment of "Success Fee" shall include land improvements, building and personal property. The City portion of taxes for purposes of making a Success Fee payment are the only taxes to be considered.

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

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

4. PROFESSIONAL SERVICES LIABILITY AND INSURANCE

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

5. TERMINATION

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

6. AMENDMENTS

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

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

Contractor Witnesses:

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

Christa J. Miller

By: [Signature]
Gary F. Birkinington, CEO

Other Witnesses:

CITY OF OAK CREEK

Christa J. Miller

By: [Signature]
Stephen A. Scaffidi, Mayor

ATTEST:

By: [Signature]
Catherine Roeske, City Clerk

COUNTERSIGNED:

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

[Signature]
Bridget M. Souffrant
Finance Director/Comptroller

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

[Signature]
Lawrence J. Haskin, City Attorney

C.T.D Annual Summary of Activities

City of Oak Creek

- Facilitation of connection to Milwaukee Water Council
(OC Meeting with Rich Meusen CEO Badger Meter Dean Amhaus Executive Director)
- Facilitation of connection to MMAC FaB (Food and Beverage) Group
(OC Meeting with Shelly Jurewicz Executive Director)
- Facilitation of connection to M-WERC (Midwest Energy Research Consortium) Meeting OC with Allan Perlstein Executive Director)
- Facilitation of connection to M7 Meeting Jim Patesch VP
- Developer Outreach:
 - Capstone Quadrangle
 - HSI Properties
 - Cobalt Partners
 - Hammes Development
 - Hendricks Group
 - Wangard Partners
 - KTR Capital Partners (New York)
- WEDC Outreach ..Madison Reed Hall Secretary and Milwaukee Mary Perry
- Attraction Opportunities:
 - European based American Corporate
 - 140,000 Sq Ft Manufacturing Facility Relocation
 - 100,000 Sq Ft Manufacturing Facility Relocation
 - Retail National Fast Food Chain (Multiple Locations)
- Retention and Expansion:
 - Black Bear Bottling
 - Metal Fabrication Firm 30,000 Sq Ft Relocation

City of Oak Creek C.T.D Oct 7th 2014

- On going follow up with European firm for North American Corporate HQ project
Expecting decision on site by end of year.
- On going facilitation of meetings with developers for Zimmerman Ventures project
- Rescheduling meeting with M7's Jim Patsech for joint niche marketing project
- Working with existing Metal fabrication firm to relocate within City
- On going contact with manufacturing firm relocating from Milwaukee
- On going contact with manufacturing firm relocating from Milwaukee
- Co Ordination of meeting/presentation to CDA of Allan Perlstein M-WERC
- Preparing summary of C.T.D activities for 11/13-10/14 and new contract proposal.

C.T.D Activity Report June/July for Oak Creek CDA

- Continue with assistance to relocate European Business to Oak Creek for North American Corporate HQ . Meetings with CEO September "14.
- Reached out multiple times to Zimmerman Ventures re Potential Corporate sponsor with no response
- Working to set up introductory meeting with Sr Management of a firm/Mayor for new Corporate HQ Late 15
- Meetings with M-WERC Alan Perlstein Executive Director
July 24th M-WERC Open Member Meeting with Mayor
July 29th Meeting with City of Oak Creek officials @ City Hall
TBD Meeting/Presentation to CDA
(M-WERC was lead organization that secured Advanced Manufacturing Designation for Greater Milwaukee area)
- Approaching CEO of Canadian based firm for location of Advanced Manufacturing facility to Oak Creek. Expect 2016 Decision
- Meeting set Aug 15 Capstone Quadrangle Mike Faber
- Set up introductory meeting August 21st with HSI Properties principles
- Met with Jack Marshall GM PPG Oak Creek operations July28th
- Providing communication conduit with Pete Caruso Sr regarding existing road extension issue for future development...Needs to be resolved for future new plant expansion.
- Awaiting Marketing materials(Introduction package) from Savage Solutions
- Setting up meeting for Mayor with Pat O Brien/Jim Paetsch of M7 re :Coordination of activities/leads
- Coordinating finding site location for firm relocating from Milwaukee
- Facilitating meeting JLL and Mayor/Doug re future development opportunities in city
- Facilitating meeting between Health care provider President and City for 10,000 sq ft space in Oak Creek.

Connect. The. Dots

CDA Update Report April 2014

Mayor and I met with Shelly Jurewicz MMAC FaB Cluster March 14

Shelly provided information on upcoming National Food Conference in June in New Orleans. City may want to consider attending.

Shelly sent Doug Seymour information on procedure to obtain FaB Certification of Oak view Industrial Park. This could assist in marketing the Park to National Fab Site locators.

C.T.D will meet with Allan Peristein Executive Director of Mid-West Research Energy Consortium in April. M-WERC has a very active Market and Industry Expansion Group.

C.T.D will subsequently broker a meeting with City officials/Mayor and M-WERC to make WERC aware of opportunities in Oak Creek (Re: above point)

C.T.D recommends the City of Oak Creek attend (and if possible exhibit) at the upcoming Global Water Conference in June. Exhibit information sent to Doug.

C.T.D has had ongoing involvement with European firm looking to locate in Oak Creek.

They have a couple of sites they are evaluating. Project will move forward mid-Summer 2014.

A service related firm is looking at relocating from a nearby suburb. (Mayor has had an initial meeting with them.)

C.T.D will meet with MMAC M7's Jim Patesch and to foster awareness of site location possibilities at Lakefront, Oak View and North/South Branch.

C.T.D has researched Midwest Food Processors Association (MWFPA) and will meet with President Nick George.

C.T.D reached out to WEDC regarding recent visit of Chicago Trade Commissioners (CITCA). Lora Klenke VP and local WEDC reps Mary Perry and Patrick Drinan will continue to watch out for investment opportunities at Lakefront/Oak View and Drexel Towne Square.

Opportunity for the group to stop in Oak Creek on a future tour is a possibility.

Connect.The.Dots Report Oak Creek CDA

- Active engagement of European Manufacture relocating from another municipality to Oak Creek .50,000 SQ Ft Corporate HQ and warehouse.
- Introductory meeting held January with City officials.
- Meeting to be scheduled early March for review of site options
- GFB meeting with Shelly Jurewicz MMAC/FaB Cluster;
- GFB will schedule follow up meeting in March
Goal is to obtain contact information for National Site location firms in Food and Beverage industry segment
- Active engagement of Local franchisee with Business Plan for 4 locations in area (2 possible in Oak Creek)
- Meeting Milwaukee Water Council Executives City Officials regarding status of Lakefront Development and Oak View
- GFB meeting with Reed Hall Secretary WEDC re Oak Creek Lakefront and Oak View
- Meeting with Sr VP Kevin Fletcher @WE Energies Kevin was responsible for Economic Development for Southern Company in Atlanta.
- Meeting CapStone Quadrangle/ Point one in report
- Information obtained on loan programs from WHEDA/Wisconsin Business Development Bank

Future Tasks

- Meetings with National Site Locator Consultants H2O/Manf
- Attend Milwaukee Water Summit June/ M7 Q1 February
- Meeting FaB Shelly Jurewicz discussing how Oak View can be designated FaB industry preferred site
- Research High Tech (Amazon) Site Locator Consultant
- Meeting MATC Dr Mark Feisheim Campus VP/Workforce Development Opportunities/Connects

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 22

Recommendation: That the Council adopt Ordinance No. 2741, creating Section 2.77 of the Municipal Code to establish a tourism commission.


Background: This is one of two items on this evening's agenda dealing with the issue of hotel room taxes and how they are used. A subsequent agenda item will propose an increase to the City's hotel room tax from 6% to 8%.

Wisconsin Statutes 66.0615(1m)(d)2 states that if a municipality collects a room tax on May 13, 1994 (which the City of Oak Creek does), it may retain not more than the same percentage of the room tax that it retains on May 13, 1994. If a municipality that collects a room tax on May 1, 1994, increases its room tax after May 1, 1994, the municipality may retain not more than the same percentage of the room tax that it retains on May 1, 1994, except that if the municipality is not exempt under par. (am) from the maximum tax that may be imposed under par. (a), the municipality shall spend at least 70% of the increased amount of room tax that it begins collecting after May 1, 1994, on tourism promotion and development. Any amount of room tax collected that must be spent on tourism promotion and development shall either be spent directly by the municipality on tourism promotion and development or shall be forwarded to the (tourism) commission.

This ordinance establishes a tourism commission to oversee the use of the additional room tax revenue for the City (70% of the additional 2% collected).

Fiscal Impact: The establishment of a tourism commission has no fiscal impact. However, this commission will be responsible for the oversight of the additional room tax revenue, which is estimated to be approximately \$108,000.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Spuffrant
CMTW Finance Director / Comptroller

ORDINANCE NO. 2741

BY: _____

AN ORDINANCE TO CREATE SECTION 2.77 OF THE MUNICIPAL CODE TO ESTABLISH A
TOURISM COMMISSION

WHEREAS, on April 16, 1982 the Common Council of the City of Oak Creek, Wisconsin adopted Ordinance No. 929, and ordinance to repeal and recreate Section 3.09 of the Municipal Code relating to room tax for hotels and motels.; and

WHEREAS, Ordinance No. 929 established a tax at the rate of six percent (6%) of the gross receipts from the lease or rental of such accommodations, rooms or lodging within the City of Oak Creek on or after March 1, 1982; and

WHEREAS, Wisconsin Statutes 66.0615(1m)(a) states that the governing body of a municipality may enact an ordinance imposing a tax on the privilege of furnishing, at retail rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations that are available to the public; and

WHEREAS, Wisconsin Statutes 66.0615(1m)(a) states that a tax imposed under this paragraph by a municipality may not exceed 8%; and

WHEREAS, Wisconsin Statutes 66.0615(1m)(d)2 states that if a municipality collects a room tax on May 13, 1994, it may retain not more than the same percentage of the room tax that it retains on May 13, 1994. If a municipality that collects a room tax on May 1, 1994, increases its room tax after May 1, 1994, the municipality may retain not more than the same percentage of the room tax that it retains on May 1, 1994, except that if the municipality is not exempt under par. (am) from the maximum tax that may be imposed under par. (a), the municipality shall spend at least 70% of the increased amount of room tax that it begins collecting after May 1, 1994, on tourism promotion and development. Any amount of room tax collected that must be spent on tourism promotion and development shall either be spent directly by the municipality on tourism promotion and development or shall be forwarded to the commission for its municipality or zone if the municipality has created a commission; and

WHEREAS, the City of Oak Creek has determined that an increase in the room tax would benefit the City in its efforts to promote tourism and economic development initiatives with the ultimate goal of attracting additional paid overnight lodging at multiple lodging properties for the benefit of the community and has, on November 5, 2014 adopted Ordinance No. 2742 increasing the local room tax from six percent (6%) to eight percent (8%); and

WHEREAS, the City of Oak Creek has determined that a tourism commission should be created to coordinate tourism promotion and development for the City; and

WHEREAS, Wisconsin Statutes 66.0615(1m)(c)1 state that if a (tourism) commission is created by a single municipality, the commission shall consist of 4 to 6 members; and

WHEREAS, Wisconsin Statutes 66.0615(1m)(c)3 state that members of the commission shall be appointed by the principal elected official in the municipality and shall be confirmed by a majority vote of the members of the municipality's governing body who are present when the vote is taken. Commissioners shall serve for a one-year term, at the pleasure of the appointing official, and may be reappointed.

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

SECTION 1: Section 2.77 of the Municipal Code is created to read as follows:

SEC. 2.79 TOURISM COMMISSION

(a) Composition. The Tourism Commission shall consist of five (5) voting members who shall be appointed for a one year term commencing May 1 by the Mayor subject to confirmation by the Common Council., including

- a. one (1) Alderman
- b. At least one of the commission members shall represent the Wisconsin hotel and motel industry.
- c. A majority of the members of the commission shall be owners or operators of restaurants, tourist attractions, or lodging facilities that collect the room tax described in this section, and that are located in the municipality for which the room tax is collected.

(b) Ex-Officio Members. The Mayor, City Administrator and Director of Community Development shall service as ex-officio members and shall not be entitled to vote on matters before the Commission.

(c) Powers and Duties. The Tourism Commission shall have those powers or duties as prescribed by State statute.

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

SECTION 5: This ordinance shall take effect and be in force on January 1, 2015.

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: November 5, 2014

Item No.: 23

Recommendation: That the Council adopt Ordinance No. 2742, repealing and recreating Section 3.40(d)1 and 3 and creating Section 3.40(d) 6 and 7 of the municipal code relating to room tax for hotels and motels.

Background: In 1982 the City of Oak Creek enacted Ordinance No. 929 which established a hotel room tax of 6% on rooms and lodging within the City of Oak Creek. The revenue from the hotel tax was undesignated and remained within the City's general fund. This funding formula remained unchanged until 2008 when the Council passed Resolution No. 10894-081908 directing annual hotel room tax revenues in excess of \$400,000 to Fund 31 – Economic Development. By State Statute (66.0615) a municipality may enact a local room tax not to exceed 8%. State law also directs that a municipality that first imposes a room tax after May 13, 1994 shall spend at least 70% of the amount collected on tourism promotion and development. Since Oak Creek enacted its room tax prior to that date, the City has not been subject to the 70% restriction.

Over the past few years the State of Wisconsin has enacted legislation that severely restricts the City's ability to maintain revenues sufficient to keep pace with the cost of doing business.

Since 2005, local property tax revenues have increased only 12.19%, and much of that was attributable to new construction and development. During that same time period the consumer price index has risen by 22.6%. In fact, during the five year period from 2009 - 2013, and despite the construction of two new hotels, the City's portion of local property taxes collected from hotels actually decreased from \$179,037 to \$176,042¹.

The City of Oak Creek currently collects a six percent (6%) local room tax in accordance with Wisconsin State Statute 66.0615. This six percent tax has not been increased since its inception in 1982. For comparison, the City of Milwaukee's local room tax rate is eight percent (8%).

For at least the past three years, the City of Oak Creek has had the lowest gross tax rate in Milwaukee County. However, as the City's operational costs have continued to increase without corresponding increases in revenue, it has been forced to consider alternative funding sources to maintain the high level of services we provide to our businesses and residents.

The Common Council is being presented a proposal to increase the local room tax rate from 6% to 8% effective in 2015. As part of that proposal, 70% of that increased revenue would be forwarded to a newly created tourism commission to be used exclusively for tourism promotion and development, which in turn will translate into additional room nights for hotel operators. A portion of the additional revenue (30% of the additional 2%) will be designated for the general fund. As part of this proposal local hotel operators may retain 3% of the hotel tax collected to cover their administrative costs in collecting the tax.

Fiscal Impact: The increase in local room tax from 6% to 8% is estimated to generate an additional \$56,000 to the general fund. In addition, the newly created Tourism Commission would receive an estimated \$108,000 for tourism promotion and development. The Fund 31 revenues would remain approximately the same, but instead of being calculated based on revenues in excess of \$400,000, it would be calculated based on 28% of the initial (pre 1994) 6% tax.

¹ See attached graphic

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant
CMTW Finance Director / Comptroller

ORDINANCE NO. 2742

BY: _____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 3.40(d)1 AND 3 AND TO CREATE SECTION 3.40(d) 6 AND 7 OF THE MUNICIPAL CODE RELATING TO ROOM TAX FOR HOTELS AND MOTELS

WHEREAS, on April 16, 1982 the Common Council of the City of Oak Creek, Wisconsin adopted Ordinance No. 929, an ordinance to repeal and recreate Section 3.09 of the Municipal Code relating to room tax for hotels and motels.; and

WHEREAS, Ordinance No. 929 established a tax at the rate of six percent (6%) of the gross receipts from the lease or rental of such accommodations, rooms or lodging within the City of Oak Creek on or after March 1, 1982; and

WHEREAS, Wisconsin Statutes 66.0615(1m)(a) states that the governing body of a municipality may enact an ordinance imposing a tax on the privilege of furnishing, at retail rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations that are available to the public; and

WHEREAS, Wisconsin Statutes 66.0615(1m)(a) states that a tax imposed under this paragraph by a municipality may not exceed 8%; and

WHEREAS, Wisconsin Statutes 66.0615(1m)(d)2 states that if a municipality collects a room tax on May 13, 1994, it may retain not more than the same percentage of the room tax that it retains on May 13, 1994. If a municipality that collects a room tax on May 1, 1994, increases its room tax after May 1, 1994, the municipality may retain not more than the same percentage of the room tax that it retains on May 1, 1994, except that if the municipality is not exempt under par. (am) from the maximum tax that may be imposed under par. (a), the municipality shall spend at least 70% of the increased amount of room tax that it begins collecting after May 1, 1994, on tourism promotion and development. Any amount of room tax collected that must be spent on tourism promotion and development shall either be spent directly by the municipality on tourism promotion and development or shall be forwarded to the commission for its municipality or zone if the municipality has created a commission; and

WHEREAS, the City of Oak Creek has determined that an increase in the room tax would benefit the City in its efforts to promote tourism and economic development initiatives with the ultimate goal of attracting additional paid overnight lodging at multiple lodging properties for the benefit of the community.

WHEREAS, the City of Oak Creek has created a Tourism Commission by adoption of Ordinance No. 2741 pursuant to Wisconsin Statutes Sec. 66.06.

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

SECTION 1: Section 3.40(d)1 of the Municipal Code is repealed and recreated to read as follows:

Pursuant to Sec. 66.0615, Wis. Stats., for the privilege of furnishing at retail, rooms or lodging to transients by hotel keepers, motel operators, or other persons furnishing accommodations that are available to the public irrespective of whether membership is required for use of the accommodations, a tax known as a room tax is hereby imposed upon the retailers at the rate of eight percent (8%) of the gross receipts from the lease or rental of such accommodations, rooms or lodging within the City of Oak Creek on or after March 1, 1982. "Transient," "hotel" and

“motel” shall have the meaning set forth in Sec. 77.52(2)(a)1, Wis. Stats. or any future amendment thereto.

SECTION 2: Section 3.40(d)3 of the Municipal Code is repealed and recreated to read as follows:

Each retailer engaged in furnishing such accommodations, rooms or lodging as defined in this Section shall submit a quarterly report to the City Treasurer’s office showing the gross receipts from furnishing such accommodations, rooms or lodging, along with a copy of his State Sales Tax Report for said business, along with the eight percent (8%) tax for the gross receipts as reported, by not later than thirty (30) days from the end of each calendar quarter for the receipts of that past calendar quarter except that before the person collecting the tax pays it to the City within the time frame, the person may retain 3 percent(3%) of the tax collected to cover the person's processing costs.

SECTION 3: Section 3.40(d)6 of the Municipal Code is created to read as follows:

The original 6% room tax collected pursuant to City of Oak Creek Ordinance 929, dated March 1, 1982 shall be disbursed solely at the discretion of the Common Council, except that a minimum of 28% of the proceeds from the original 6% tax shall be allocated to the Community Development Authority to promote economic development within the City.

SECTION 4: Section 3.40(d)7 of the Municipal Code is created to read as follows:

Pursuant to Wisconsin Statutes 66.0615(1m)(d)2, at least 70% of the increased amount of room tax collected as a result of increasing the room tax from 6% to 8% by virtue of City of Oak Creek Ordinance No. 2742 shall be spent directly on tourism promotion and development or shall be forwarded to the Tourism Commission.

SECTION 5: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 6: This ordinance shall take effect and be in force on January 1, 2015.

Introduced this ___ day of _____, 2014.

Passed and adopted this ___ day of _____, 2014.

President, Common Council

Approved this ___ day of _____, 2014.

ATTEST:

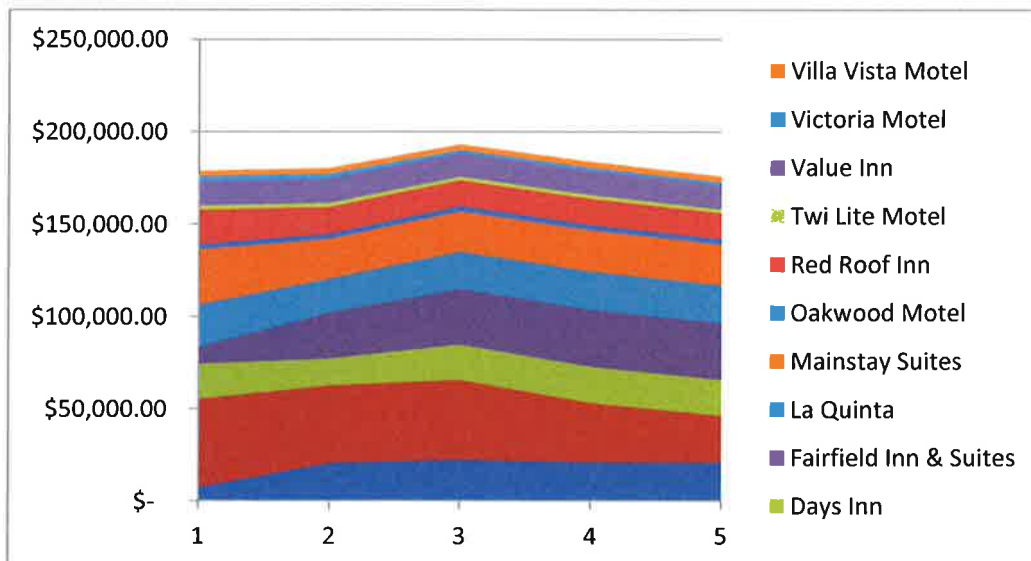
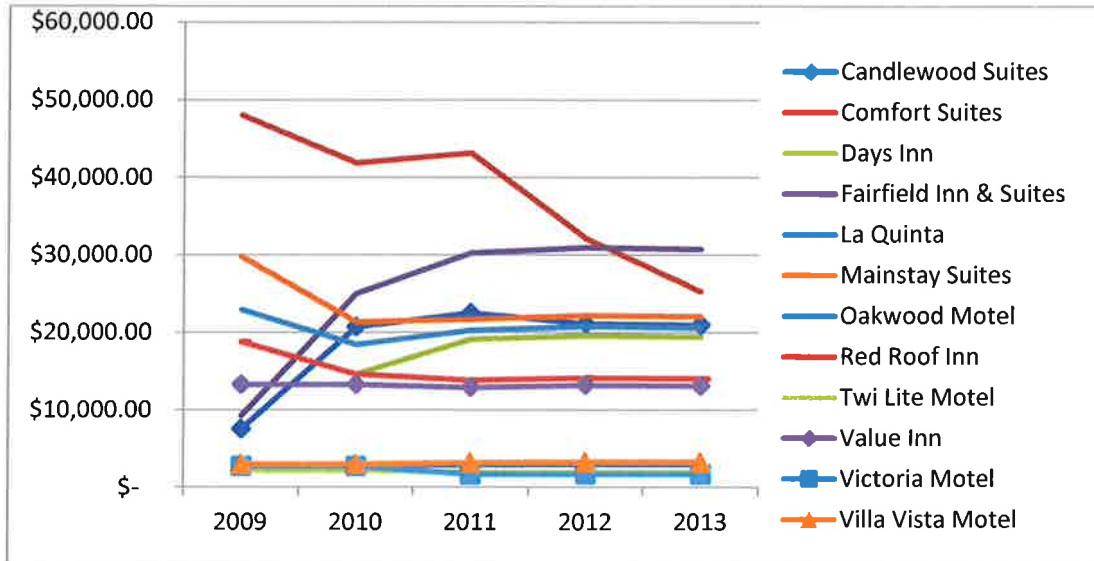
Mayor

City Clerk

VOTE: Ayes__ Noes _____

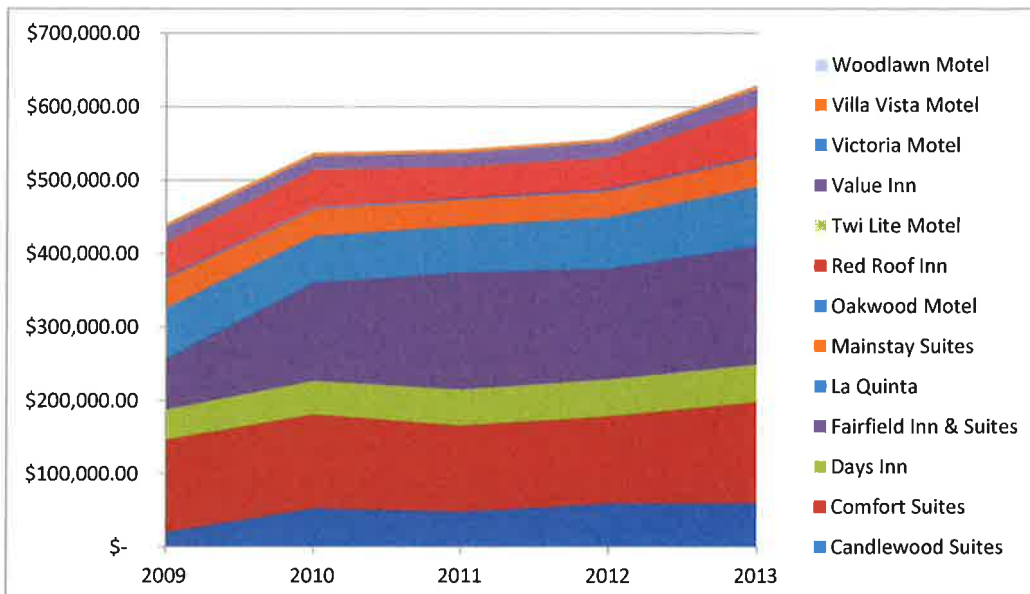
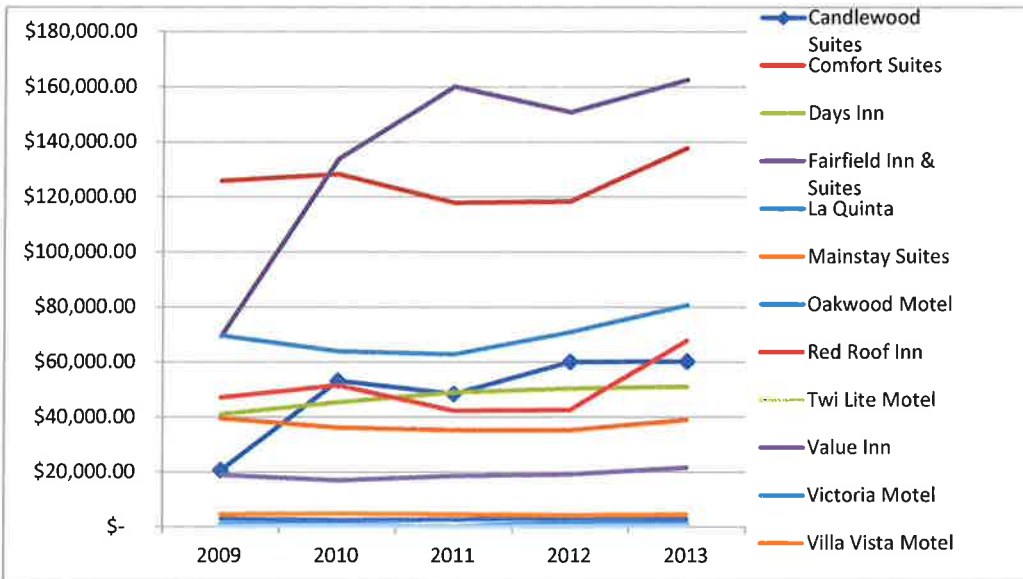
Local Real Estate Taxes for Hotel Properties in Oak Creek 2009 - 2013

Name	2009	2010	2011	2012	2013
Candlewood Suites	\$ 7,526.43	\$ 20,710.98	\$ 22,497.39	\$ 21,111.12	\$ 20,958.70
Comfort Suites	\$ 48,057.31	\$ 41,861.37	\$ 43,165.01	\$ 32,166.43	\$ 25,306.08
Days Inn	\$ 18,781.92	\$ 14,611.76	\$ 19,117.99	\$ 19,564.07	\$ 19,422.83
Fairfield Inn & Suites	\$ 9,243.88	\$ 24,981.99	\$ 30,252.48	\$ 30,958.37	\$ 30,734.86
La Quinta	\$ 22,937.15	\$ 18,440.47	\$ 20,284.63	\$ 20,757.93	\$ 20,608.07
Mainstay Suites	\$ 29,780.32	\$ 21,377.62	\$ 21,697.97	\$ 22,204.25	\$ 22,043.95
Oakwood Motel	\$ 2,783.47	\$ 2,779.31	\$ 2,918.81	\$ 2,986.91	\$ 2,965.35
Red Roof Inn	\$ 18,781.92	\$ 14,611.76	\$ 13,814.17	\$ 14,136.49	\$ 14,034.43
Twi Lite Motel	\$ 2,146.52	\$ 2,143.31	\$ 1,915.58	\$ 1,960.28	\$ 1,946.13
Value Inn	\$ 13,269.99	\$ 13,250.15	\$ 12,884.77	\$ 13,185.41	\$ 13,090.22
Victoria Motel	\$ 2,716.30	\$ 2,712.24	\$ 1,646.80	\$ 1,685.22	\$ 1,673.06
Villa Vista Motel	\$ 3,012.77	\$ 3,008.27	\$ 3,207.78	\$ 3,282.63	\$ 3,258.93
	\$ 179,037.98	\$ 180,489.23	\$ 193,403.38	\$ 183,999.11	\$ 176,042.61



Room Tax Receipts 2009-2013

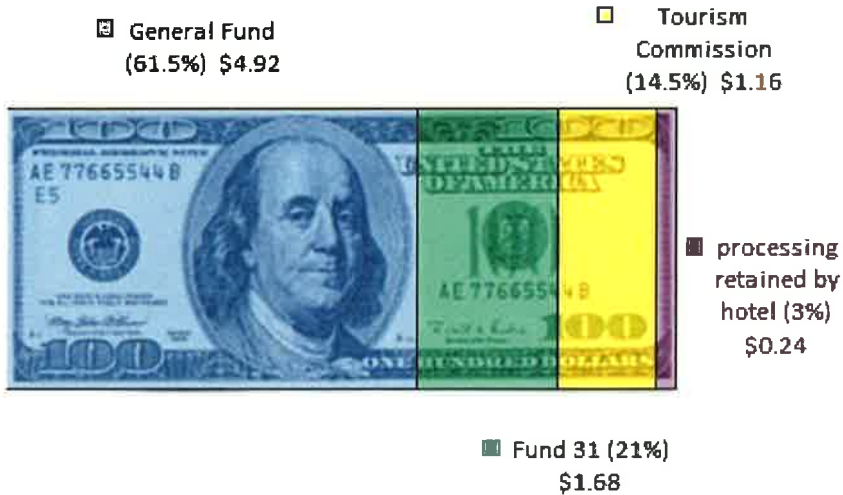
Name	2009	2010	2011	2012	2013
Candlewood Suites	\$ 20,677.28	\$ 53,155.72	\$ 48,403.35	\$ 60,018.92	\$ 60,180.94
Comfort Suites	\$ 125,930.84	\$ 128,369.06	\$ 117,941.95	\$ 118,406.96	\$ 137,790.10
Days Inn	\$ 41,057.28	\$ 45,326.29	\$ 48,974.84	\$ 50,341.35	\$ 51,090.60
Fairfield Inn & Suites	\$ 69,326.63	\$ 133,823.14	\$ 160,147.66	\$ 150,792.31	\$ 162,528.67
La Quinta	\$ 69,631.08	\$ 63,946.41	\$ 62,789.66	\$ 70,930.71	\$ 80,680.30
Mainstay Suites	\$ 39,524.67	\$ 36,132.40	\$ 35,209.74	\$ 35,221.62	\$ 39,012.61
Oakwood Motel	\$ 2,949.55	\$ 2,441.60	\$ 2,778.84	\$ 3,185.10	\$ 2,885.82
Red Roof Inn	\$ 47,120.74	\$ 51,578.59	\$ 42,382.93	\$ 42,539.98	\$ 67,681.65
Twilight Motel	\$ 423.54	\$ 439.50	\$ 390.30	\$ 305.46	\$ 468.48
Value Inn	\$ 18,968.16	\$ 16,948.31	\$ 18,623.50	\$ 19,200.14	\$ 21,648.95
Victoria Motel	\$ 994.99	\$ 983.82	\$ 177.21	\$ 1,682.77	\$ 1,201.08
Villa Vista Motel	\$ 4,725.53	\$ 4,881.09	\$ 4,694.36	\$ 4,336.14	\$ 4,620.00
Woodlawn Motel	246	\$ 336.00	\$ 210.00	\$ 122.00	\$ 373.22
	\$ 443,585.29	\$ 540,371.93	\$ 544,735.34	\$ 559,095.46	\$ 632,175.42



Example of Hotel Room Tax (based on hypothetical \$100 per night cost of hotel room)

Today		Today (modified to formalize % distribution)		Proposed (with 2% increase)	
\$ 100.00	one night lodging cost	\$ 100.00	one night lodging cost	\$ 100.00	one night lodging cost
\$ 6.00	6% local hotel tax	\$ 6.00	6% local hotel tax	\$ 8.00	8% local hotel tax
General Fund retains first \$400,000		\$ 4.32	72% to General Fund	\$ 4.92	General Fund (61.5%)
Fund 31 receives balance		\$ 1.68	28% to Fund 31	\$ 1.68	Fund 31 (21%)
		\$ 6.00	Local room tax	\$ 1.16	Tourism Commission (14.5%)
				\$ 0.24	processing retained by hotel (3%)
				\$ 8.00	Local room tax

Figure 1 - proposed distribution of hotel room tax revenue



initial 6% (pre May 13, 1994) tax	
\$ 402,548.73	72% to General Fund
\$ 156,546.73	28% to Fund 31
increased 2% (post January 1, 2015) tax	
\$ 130,455.61	70% to Tourism Commission
\$ 55,909.55	30% to General Fund
total 8% tax	
\$ 458,458.28	General Fund
\$ 156,546.73	Fund 31
\$ 130,455.61	Tourism Commission (gross)
\$ 22,363.82	less 3% of total tax collected retained for processing (taken from Tourism Commission fund)
\$ 108,091.79	net Tourism Commission
\$ 745,460.61	Total

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 24

Recommendation: That the Council adopts Resolution No. 11555-110514 approving a certified survey map for the property at 7941 S. Howell Avenue.

Background: One West Drexel, LLC is requesting approval of a Certified Survey Map (CSM) for the property at 7941 S. Howell Avenue. This is one of two CSMs on this evening's agenda affecting this property, which will divide the property into four lots at the southwest corner of Howell Avenue and Drexel Avenue. Lot 2 is the site of Water Street Brewery. Lots 3 and 4 will be for future development. Lot 1 will be redivided by CSM (see next agenda item)

Each proposed lot meets the minimum lot width and area requirements for the zoning district. Additional detail is required for the bioswale easement on each of the lots.

The Plan Commission has reviewed this request and has recommended its approval with the following conditions:

1. That all technical corrections are made prior to recording.
2. That storm sewer and bioswale easements are updated on the map prior to recording.
3. That all electric and gas easements are included on the map prior to recording.

Fiscal Impact: This CSM affects property that will be developed with mixed-use buildings, to include retail and restaurants. The property is part of Drexel Town Square and TID 11.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11555-110514

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR ONE WEST DREXEL, LLC.

7941 S. Howell Avenue
(2nd Aldermanic District)

WHEREAS, it appears that the certified survey map submitted by ONE WEST DREXEL, LLC., hereinafter referred to as the subdivider, is in compliance with all statutory requirements; and

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

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

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to any technical corrections being made prior to recording, that storm sewer, and bioswale easements are updated on the map prior to recording, and that all electric and gas easements are included on the map prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th Day of November, 2014.

Passed and adopted this _____ day of _____, 2014.

President, Common Council

Approved this _____ day of _____, 2014.

Mayor

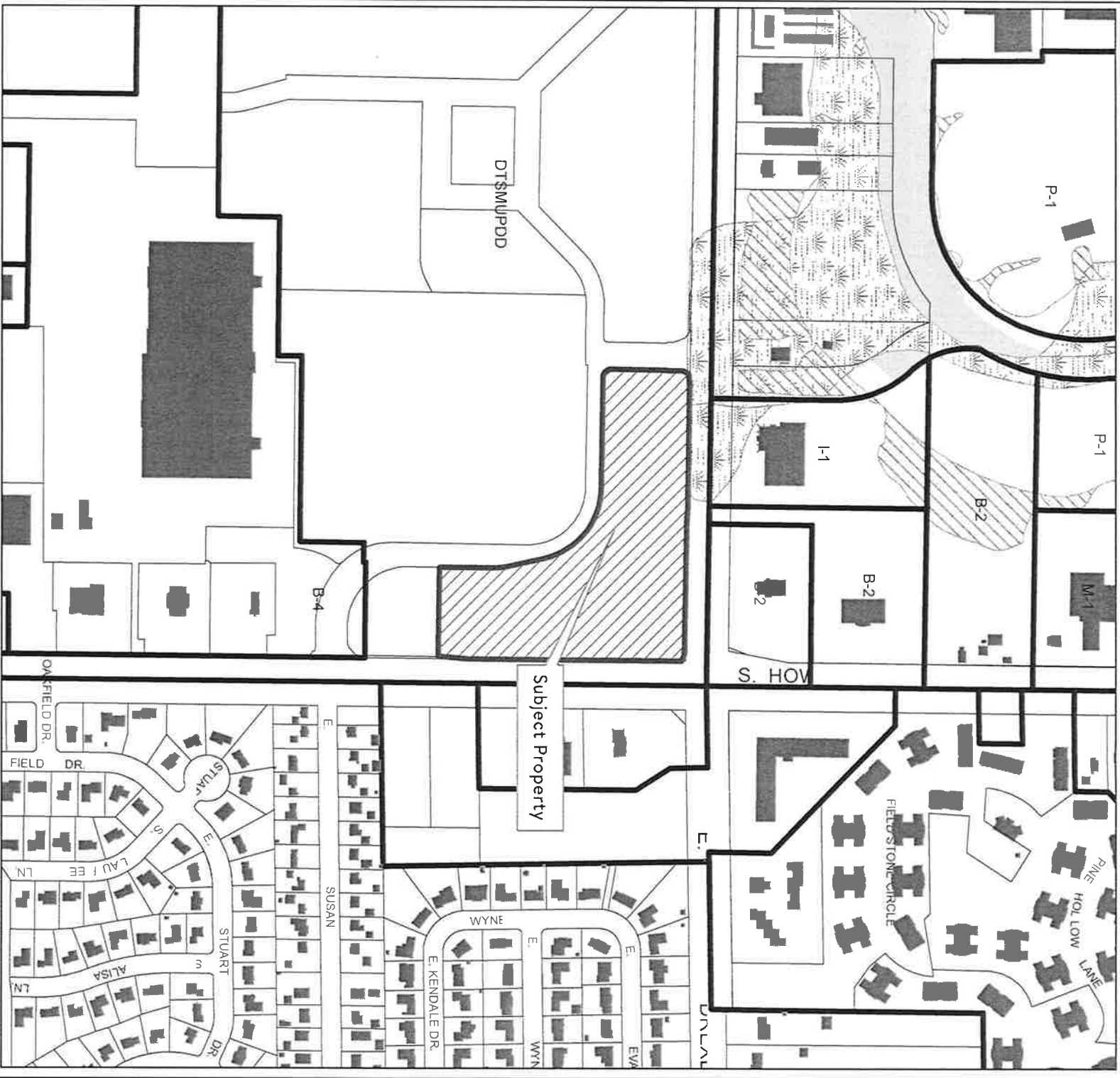
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

7941 S. Howell Ave.



OAKCREEK

— WISCONSIN —

Department of Community Development



This map is not a survey of the actual boundary of any property this map depicts.

Legend

- 7941 S Howell Ave
- Wetland
- Floodway
- Floodfringe
- Flood fringe (FF)
- Shoreland Wetland Conservancy (C-1)
- Lakeland Overlay District (LOD)
- Mixed Use Neighborhood Overlay (NO)
- Mixed Use Office Overlay (OO)
- Regional Retail Overlay District (RR)

CERTIFIED SURVEY MAP NO. _____

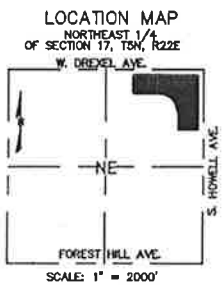
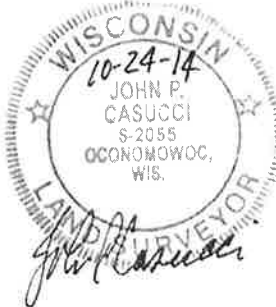
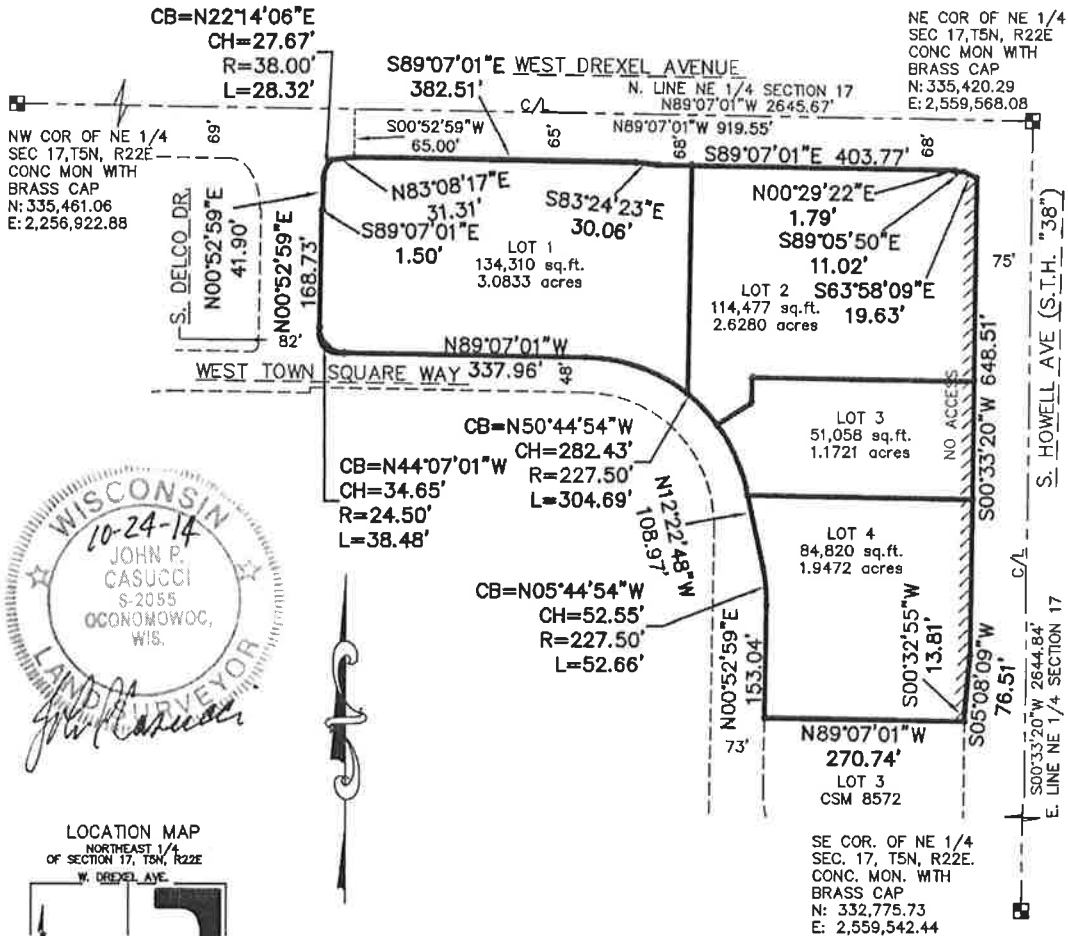
A division of Lot 4 of Certified Survey Map No. 8572, in the Northwest 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

THESE PARCELS ARE AFFECTED BY OFFICIALLY MAPPED STREETS.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

SEE SHEETS 2 & 3 FOR LOT DETAILS
SEE SHEETS 4 & 5 FOR EASEMENT DETAILS

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



R.A. Smith National, Inc.

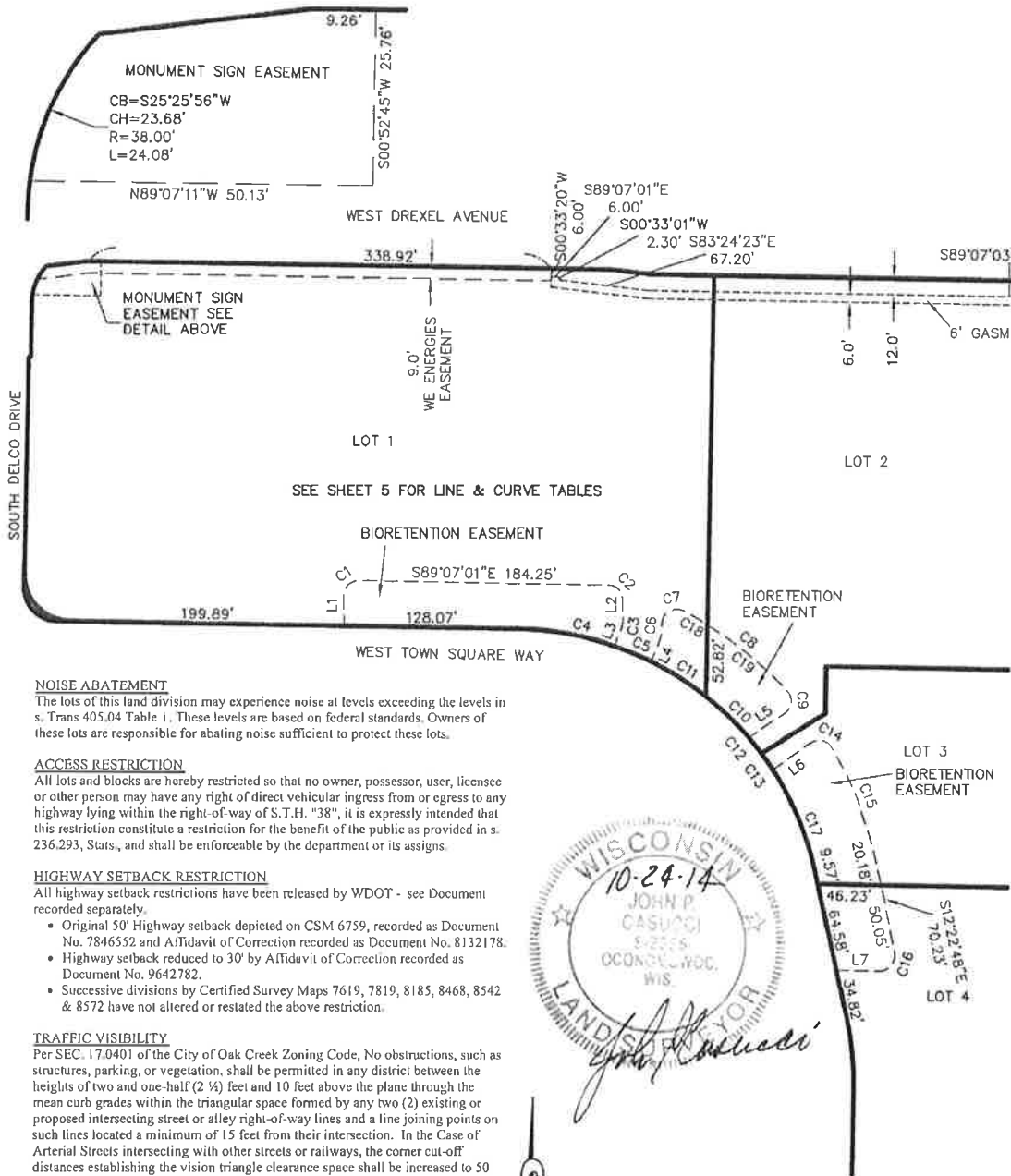
*Beyond Surveying
and Engineering*

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

S:\5165899\dwg1
CS601.DWG SHEET 1

CERTIFIED SURVEY MAP NO. _____

A division of Lot 4 of Certified Survey Map No. 8572, in the Northwest 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



NOISE ABATEMENT

The lots of this land division may experience noise at levels exceeding the levels in s. Trans 405.04 Table 1. These levels are based on federal standards. Owners of these lots are responsible for abating noise sufficient to protect these lots.

ACCESS RESTRICTION

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

HIGHWAY SETBACK RESTRICTION

All highway setback restrictions have been released by WDOT - see Document recorded separately.

- Original 50' Highway setback depicted on CSM 6759, recorded as Document No. 7846552 and Affidavit of Correction recorded as Document No. 8132178.
- Highway setback reduced to 30' by Affidavit of Correction recorded as Document No. 9642782.
- Successive divisions by Certified Survey Maps 7619, 7819, 8185, 8468, 8542 & 8572 have not altered or restated the above restriction.

TRAFFIC VISIBILITY

Per SEC. 17.0401 of the City of Oak Creek Zoning Code, No obstructions, such as structures, parking, or vegetation, shall be permitted in any district between the heights of two and one-half (2 1/2) feet and 10 feet above the plane through the mean curb grades within the triangular space formed by any two (2) existing or proposed intersecting street or alley right-of-way lines and a line joining points on such lines located a minimum of 15 feet from their intersection. In the Case of Arterial Streets intersecting with other streets or railways, the corner cut-off distances establishing the vision triangle clearance space shall be increased to 50 feet. Illustrations are provided in SEC 17 of the Zoning Code.



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

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

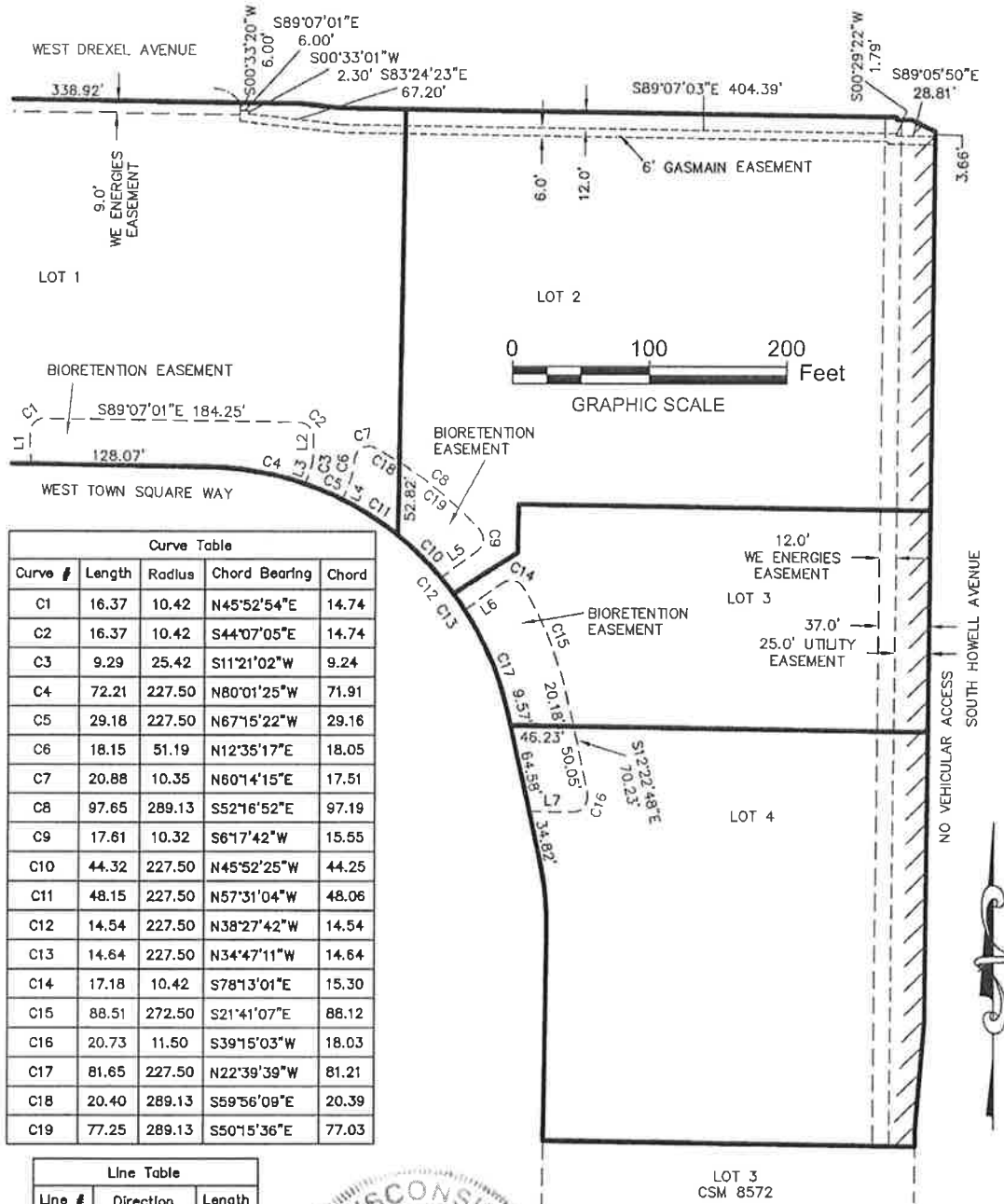
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SHEET 4 OF 8 SHEETS



CERTIFIED SURVEY MAP NO. _____

A division of Lot 4 of Certified Survey Map No. 8572, in the Northwest 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C1	16.37	10.42	N45°52'54"E	14.74
C2	16.37	10.42	S44°07'05"E	14.74
C3	9.29	25.42	S11°21'02"W	9.24
C4	72.21	227.50	N80°01'25"W	71.91
C5	29.18	227.50	N67°15'22"W	29.16
C6	18.15	51.19	N12°35'17"E	18.05
C7	20.88	10.35	N60°14'15"E	17.51
C8	97.65	289.13	S52°16'52"E	97.19
C9	17.61	10.32	S6°17'42"W	15.55
C10	44.32	227.50	N45°52'25"W	44.25
C11	48.15	227.50	N57°31'04"W	48.06
C12	14.54	227.50	N38°27'42"W	14.54
C13	14.64	227.50	N34°47'11"W	14.64
C14	17.18	10.42	S78°13'01"E	15.30
C15	88.51	272.50	S21°41'07"E	88.12
C16	20.73	11.50	S39°15'03"W	18.03
C17	81.65	227.50	N22°39'39"W	81.21
C18	20.40	289.13	S59°56'09"E	20.39
C19	77.25	289.13	S50°15'36"E	77.03

Line Table		
Line #	Direction	Length
L1	N0°52'49"E	22.50
L2	S0°52'49"W	13.99
L3	S22°44'38"W	11.63
L4	N22°44'38"E	11.83
L5	S54°33'25"W	32.62
L6	N54°33'25"E	34.01
L7	N89°07'11"W	31.71



LOT 3
CSM 8572

R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

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

S:\3163899\dwg\CS690100.DWG\SHEET 3

City of Oak Creek Common Council Report

Meeting Date: November 5, 2014

Item No.: 25

Recommendation: That the Council adopts Resolution No. 11556-110514 approving a certified survey map for the property at 7941 S. Howell Avenue.

Background: One West Drexel, LLC is requesting approval of a Certified Survey Map (CSM) for the property at 7941 S. Howell Avenue. This is the second of two CSMs on this evening's agenda affecting this property, and will divide the property into two lots for future development at the southeast corner of Delco Drive and Drexel Avenue.

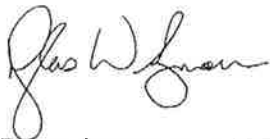
Each proposed lot meets the minimum lot width and area requirements for the zoning district.

The Plan Commission has reviewed this request and has recommended its approval with the following conditions:

1. That all technical corrections are made prior to recording.
2. That storm sewer and bioswale easements are updated on the map prior to recording.
3. That all electric and gas easements are included on the map prior to recording.

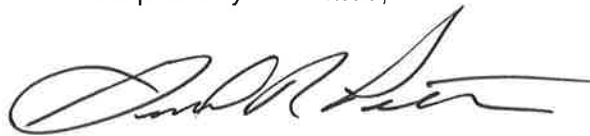
Fiscal Impact: This CSM affects property that will be developed with mixed-use buildings, to include retail and restaurants. The property is part of Drexel Town Square and TID 11.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11556-110514

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR ONE WEST DREXEL, LLC.

7941 S. Howell Avenue
(2nd Aldermanic District)

WHEREAS, it appears that the certified survey map submitted by ONE WEST DREXEL, LLC., hereinafter referred to as the subdivider, is in compliance with all statutory requirements; and

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

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

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to any technical corrections being made prior to recording, that storm sewer, and bioswale easements are updated on the map prior to recording, and that all electric and gas easements are included on the map prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th Day of November, 2014.

Passed and adopted this ____ day of _____, 2014.

President, Common Council

Approved this ____ day of _____, 2014.

Mayor

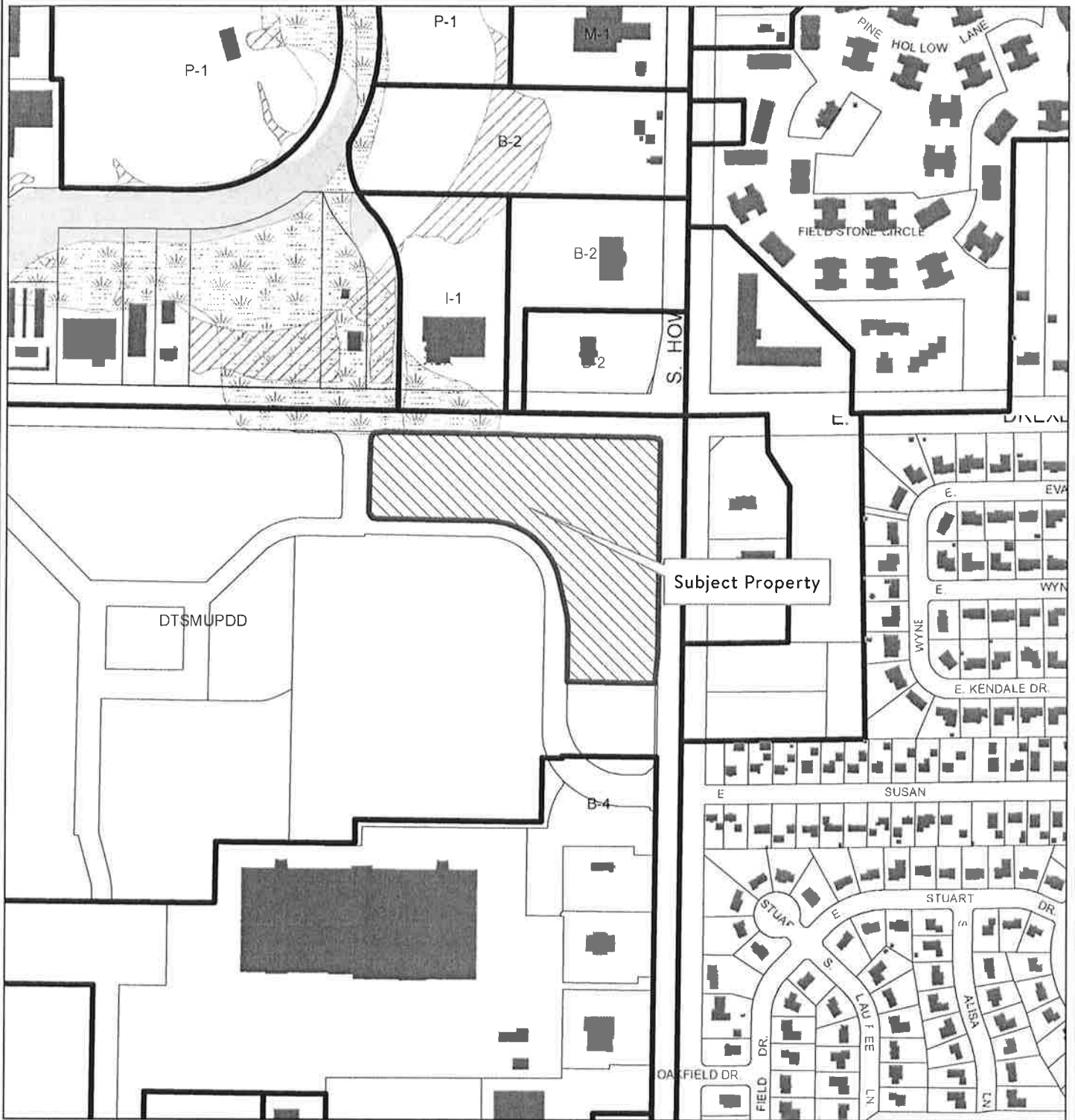
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

7941 S. Howell Ave.

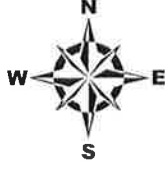


Subject Property



OAKCREEK
— WISCONSIN —

Department of Community Development



Legend	
	7941 S. Howell Ave
	Wetland
	Floodway
	Floodings
	Flood Fringe (FF)
	Shoreland Wetland Conservancy (C-1)
	Lakefront Overlay District (LOD)
	Mixed Use Neighborhood Overlay (NO)
	Mixed Use Office Overlay (OO)
	Regional Retail Overlay District (RR)

This map is not a survey of the actual boundary of any property this map depicts.

CERTIFIED SURVEY MAP NO. _____

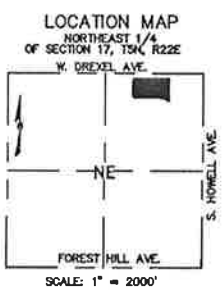
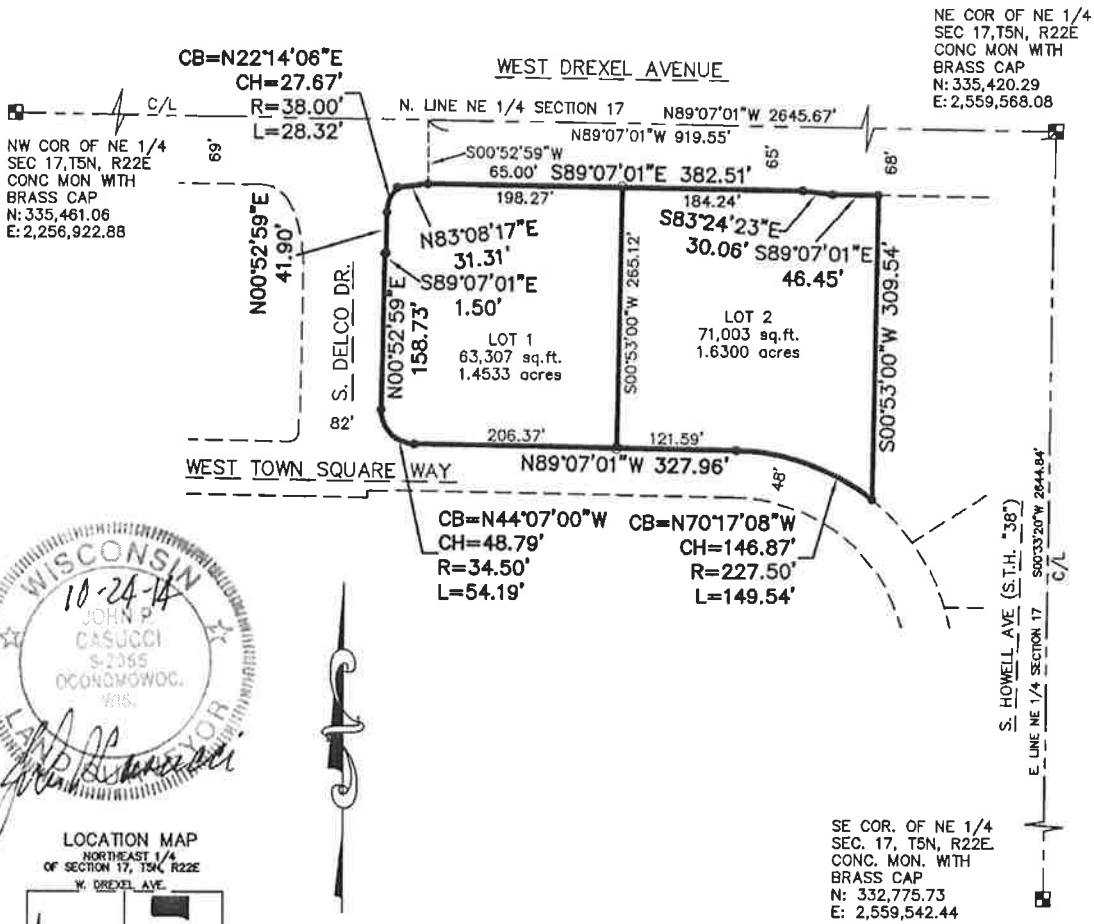
A division of Lot 1 of Certified Survey Map No. _____, in the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

THESE PARCELS ARE AFFECTED BY OFFICIALLY MAPPED STREETS.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

SEE SHEETS 2 & 3 FOR LOT DETAILS
SEE SHEETS 4 & 5 FOR EASEMENT DETAILS

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



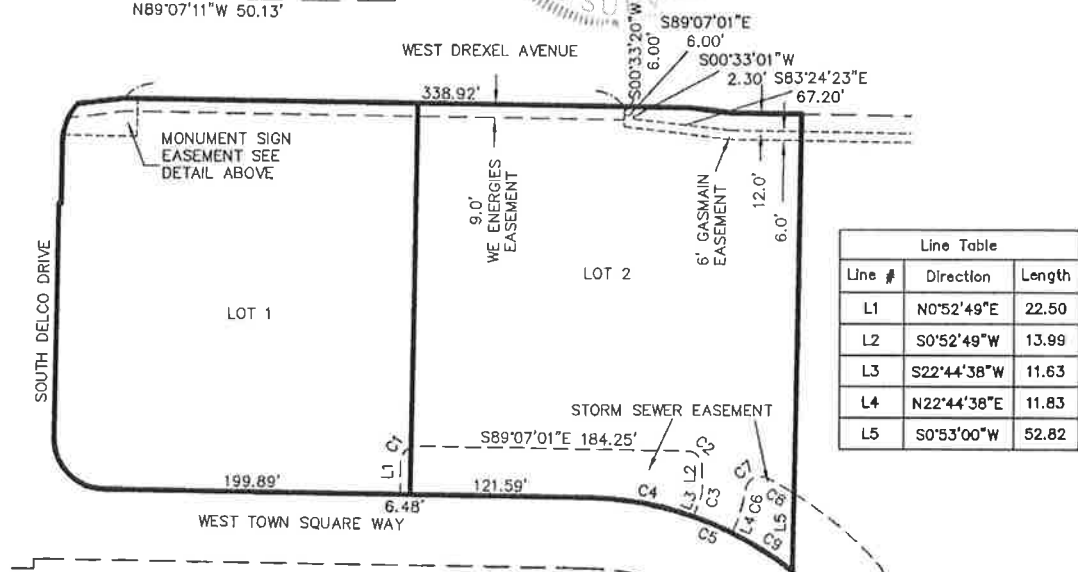
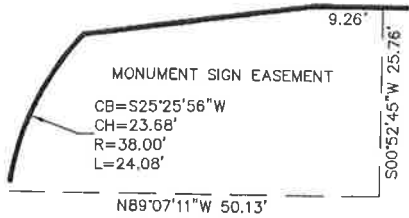
R.A. Smith National, Inc.
Beyond Surveying and Engineering

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

S:\165899\dwg\CS801100.DWG SHEET 1

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. _____, in the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



Line Table		
Line #	Direction	Length
L1	N0°52'49"E	22.50
L2	S0°52'49"W	13.99
L3	S22°44'38"W	11.63
L4	N22°44'38"E	11.83
L5	S0°53'00"W	52.82

NOISE ABATEMENT
 The lots of this land division may experience noise at levels exceeding the levels in s. Trans 405.04 Table 1. These levels are based on federal standards. Owners of these lots are responsible for abating noise sufficient to protect these lots.

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

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

- Original 50' Highway setback depicted on CSM 6759, recorded as Document No. 7846552 and Affidavit of Correction recorded as Document No. 8132178.
- Highway setback reduced to 30' by Affidavit of Correction recorded as Document No. 9642782.
- Successive divisions by Certified Survey Maps 7619, 7819, 8185, 8468, 8542 & 8572 have not altered or restated the above restriction.

TRAFFIC VISIBILITY
 Per SEC. 17.0401 of the City of Oak Creek Zoning Code, No obstructions, such as structures, parking, or vegetation, shall be permitted in any district between the heights of two and one-half (2 1/2) feet and 10 feet above the plane through the mean curb grades within the triangular space formed by any two (2) existing or proposed intersecting street or alley right-of-way lines and a line joining points on such lines located a minimum of 15 feet from their intersection. In the Case of Arterial Streets intersecting with other streets or railways, the corner cut-off distances establishing the vision triangle clearance space shall be increased to 50 feet. Illustrations are provided in SEC 17 of the Zoning Code.

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C1	16.37	10.42	N45°52'54"E	14.74
C2	16.37	10.42	S44°07'05"E	14.74
C3	9.29	25.42	S11°21'02"W	9.24
C4	72.21	227.50	N80°01'25"W	71.91
C5	29.18	227.50	N67°15'22"W	29.16
C6	18.15	51.19	N12°35'17"E	18.05
C7	20.88	10.35	N60°14'15"E	17.51
C8	20.40	289.13	S59°56'09"E	20.39
C9	48.15	227.50	N57°31'04"W	48.06



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S:\S165899\dwg\CS801100.DWG\SHEET 2
SHEET 2 OF 5 SHEETS

MINUTES
LICENSE COMMITTEE
Tuesday, October 28, 2014 at 10:30 A.M.

1. This meeting was called to order at 10:30 a.m.
2. Present were: Ald. Ruetz, Ald. Gehl and Ald. Kurkowski. Also in attendance was Deputy City Clerk Christa Miller.
3. The Committee reviewed an Operator's license application submitted by Michael Wright, 626 E. Kilbourn Ave., Milwaukee (Aldi). Mr. Wright was in attendance.

On his application, Mr. Wright indicated that he has no prior convictions.

The police record check showed a conviction in 2010 for Underage Alcohol in Madison.

Mr. Wright was questioned as to why this conviction was not listed. He indicated that he knew he received a ticket/citation, but as this happened on the University of Wisconsin campus, by campus police, he was not aware that it would appear on his record.

Ald. Gehl, seconded by Ald. Kurkowski, moved to grant an Operator's license to Michael Wright, 626 E. Kilbourn Ave., Milwaukee (Aldi). On roll call, all voted aye.

4. The Committee discussed the need for a meeting in November. The next meeting is scheduled for Tuesday, November 25, 2014, at 8:30 a.m.

Ald. Gehl, seconded by Ald. Kurkowski, moved to adjourn this meeting at 10:40 p.m. On roll call, all voted aye.