

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



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

COMMON COUNCIL MEETING AGENDA

TUESDAY, DECEMBER 2, 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: 11/17/14, 11/18/14

Recognition

4. **Council Proclamation:** Consider Council Proclamation No. 14-14, Proclamation of Appreciation to Gary L. Gass, retiring Commissioner of the Oak Creek Water and Sewer Utility (by Committee of the Whole).

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

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

5. **Street Vacation:** Consider a proposed street vacation and discontinuation of a portion of South 6th Street right-of-way (2nd District).
6. **Resolution:** Consider Resolution No. 11546-102114, vacating and discontinuing a part of a public street in the City of Oak Creek (6th Street in the NW ¼ of the NE ¼ of Section 17-5-22) (held 10/21/14) (2nd District).

New Business

MAYOR & COMMON COUNCIL

7. **Resolution:** Consider Resolution No. 11566-120214, authorizing the issuance and sale of \$2,725,000 General Obligation Refunding Bonds, Series 2014B (by Committee of the Whole).
8. **Presentation:** 2015 Health Plan by Burkwald & Associates.
9. **Motion:** Consider a motion to approve revised language in the City's Personnel Manual to eliminate retiree medical insurance eligibility for employees hired on or after January 1, 2015 (by Committee of the Whole).
10. **Motion:** Consider a motion to approve a medical termination and a full and final settlement agreement with Manoljo Verzich (by Committee of the Whole).
11. **Resolution:** Consider Resolution No. 11567-120214, Establishing Various Fees, Permits, and Charges charged by the City of Oak Creek, effective 1/1/15 (by Committee of the Whole).

12. **Motion:** Consider a *motion* to approve the 2014 Vendor Summary Report in the amount of \$624,748.84 (by Committee of the Whole).

STREETS, PARKS & FORESTRY

13. **Motion:** Consider a *motion* to award the 2015 City Hall / Library and Fire Station herbaceous plant purchase to W & E Radtke in the amount of \$6,015.30 (by Committee of the Whole).
14. **Motion:** Consider a *motion* to award the 2015 City Hall / Library and Fire Station tree and shrub purchase to Johnson's Nursery in the amount of \$17,497.00 (by Committee of the Whole).

ENGINEERING

15. **Resolution:** Consider *Resolution* No. 11568-120214, acquiring fee property (right-of-way), and temporary easements for the S. Howell Ave. Wisconsin Department of Transportation (WisDOT) maintenance project from Oakwood Road to Grange Avenue, and to send payment in the amount of the Award of Damages to the affected property owner (Project No. 12025) (1st District).
16. **Resolution:** Consider *Resolution* No. 11569-120214, acquiring fee property (right-of-way) and temporary easements for the Drexel Town Square project, and to send payment in the amount of the Award of Damages to the affected property owner (Project No. 13040) (2nd District).

LICENSE COMMITTEE

The License Committee met on 11/25/14. Minutes are attached. Recommendations are being made as follows:

17. **Ordinance:** Consider *Ordinance* No. 2738, repealing and recreating Section 7.84(i)1 of the Municipal Code relating to quotas for "Class A" licenses.

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

18. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
- Neil Robbins, 10109 S. 13th Street, Oak Creek (The Cellar)
 - Jeremy O'Neill, 8822 Hart Dr. Wind Lake (Comfort Suites)
19. **Motion:** Consider a *motion* to grant a change of agent to Mega Marts LLC dba Pick 'n Save #6862, 8770 S. Howell Avenue from Brian J. Redmond to Jon Piasecki, 2225 E. Morgan Ave., Milwaukee (*favorable background report received*).

Adjournment.

Public Notice

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

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

City of Oak Creek Common Council Report

Meeting Date: December 2, 2014

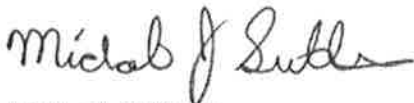
Item No.: 4

Recommendation: That the Common Council adopt Council Proclamation No. 14-14, a Proclamation of Appreciation to GARY L. GASS, retiring Commissioner of the Oak Creek Water and Sewer Utility.

Background: GARY L. GASS served the City of Oak Creek Water and Sewer Utility for 18 years and 11 months, and his career dictates that he be honored with this Proclamation of Appreciation.

Fiscal Impact: None.

Prepared by:



Michael Sullivan
General Manager

Respectively submitted by:



Gerald R. Peterson
City Administrator

Fiscal Review by:



Bridget Souffrant
Finance Director/Comptroller

COUNCIL PROCLAMATION NO. 14-14
PROCLAMATION OF APPRECIATION
TO
GARY L. GASS

WHEREAS, GARY L. GASS began his tenure with the City of Oak Creek on November 1, 1995, as a Utility Commissioner; and,

WHEREAS, GARY L. GASS has been a valuable member of the Commission with the Oak Creek Water and Sewer Utility during his years of dedicated service by virtue of his professionalism, self-sacrifice and work experience in the private sector; and,

WHEREAS, GARY L. GASS, as a Utility Commissioner, has guided the Utility during times of significant growth including:

- An increase in Utility assets of over 100% to over \$150 million.
- An increase in customer accounts of 40% to over 9,000 accounts.
- An increase in the water service area of over 200% to over 85 square miles.

WHEREAS, GARY L. GASS, as a Utility Commissioner, has provided immeasurable oversight over Utility projects, including, but not limited to, the following:

- Water treatment plant expansions that quadrupled water production capacity while improving water quality and environmental safety.
- All infrastructure improvements related to regulatory compliance, including the Safe Drinking Water Act, the Enhanced Surface Water Treatment Rule, the Disinfections/Disinfection Byproducts Rule, and Capacity, Management, Operations and Maintenance regulations.
- The Utility's participation, as a charter member, in the Partnership for Safe Water Program, improving water quality at the water treatment plant to a point that only 13 other utilities in the nation have been able to achieve.
- The Utility's participation in the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting that has resulted in 20 consecutive international awards.
- The Utility's bottled water project. Claire Baie has won two gold medals and one bronze medal from the Berkeley Springs International Water Tasting Contest in West Virginia.
- Initiation of the Utility's program for continuous quality improvement; and,

WHEREAS, GARY L. GASS received the Steward of Safe Water Award from the American Water Works Association-Wisconsin Section, recognizing his more than 10 years of water industry leadership in 2005.

WHEREAS, GARY L. GASS has completed 18 years and 11 months of service as Commissioner with the Oak Creek Water and Sewer Utility.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek, for and on behalf of the citizens of the City of Oak Creek, that sincere gratitude and appreciation be extended to GARY L. GASS for his years of dedicated and faithful service to the City of Oak Creek and the Water and Sewer Utility, and that best wishes for good health and happiness be extended to GARY L. GASS and his family for future years.

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

Passed and adopted this 2nd day of December, 2014.

Common Council President

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

Publish 10-23-14, 10-30-14 and 11-6-14

*** * * OFFICIAL NOTICE * * ***

NOTICE OF COMMON COUNCIL ACTION

The Common Council of the City of Oak Creek will hold a Public Hearing at 7:00 p.m. on Tuesday, December 2, 2014 in the Common Council Chambers of the City Hall located at 8640 South Howell Avenue, Oak Creek, Wisconsin, upon the resolution herein described and will act upon said resolution at said time and place. Said resolution was introduced by the Common Council of the City of Oak Creek on October 21, 2014, pursuant to Wis. Stats. Sec. 66.1003(4), and proposes the discontinuing and vacation of the public street right-of-way in the City of Oak Creek, Milwaukee County, Wisconsin, the legal description thereof being as follows:

Part of South 6th Street as dedicated on Certified Survey Map No. 8542, being a part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Beginning at the Northwest corner of Lot 1 in Certified Survey Map No. 8573, said point also in the East line of South 6th Street; thence Southwesterly 23.09 feet along said East line and an arc of a curve whose center lies to the Southeast, whose radius is 34.50 feet and whose chord bears South 20°03'24" West 22.66 feet to a point; thence South 00°52'59" West along said East line 61.53 feet to a point; thence Southeasterly 37.79 feet along said East line and an arc of a curve whose center lies to the Northeast, whose radius is 169.50 feet and whose chord bears South 04°59'50" East 34.73 feet to a point; thence Northwesterly 46.17 feet along an arc of a curve whose center lies to the Northeast, whose radius is 161.50 feet, and whose chord bears North 07°18'27" West 46.02 feet to a point; thence North 00°52'59" East 51.38 feet to a point; thence South 88°51'59" East 1.50 feet to a point; thence Northeasterly 21.86 feet along an arc of a curve whose center lies to the Southeast, whose radius is 33.00 feet and whose chord bears North 19°50'45" East 21.46 feet to a point; thence North 83°08'17" East 1.99 feet to the point of beginning.

Said lands contain 266 square feet.

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

A copy of the map depicting the street proposed to be discontinued and vacated is available for review in the Department of Community Development.

All interested persons, firms and corporations wishing to be heard are invited to be present and may be heard at this hearing.

The Common Council has scheduled other public hearings for December 2, 2014, at 7:00 p.m. This hearing may begin at 7:00 p.m. or as soon thereafter as is practicable, following the conclusion of other scheduled public hearings.

Published by the authority of the Common Council of the City of Oak Creek this 23rd day of October, 2014.

Catherine Roeske, City Clerk

Any person(s) with questions regarding the proposed change may call the City Engineer at 768-6538.

PUBLIC NOTICE

PLEASE NOTE: 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.

City of Oak Creek Common Council Report

Meeting Date: December 2, 2014

Item No.: 6

Recommendation: That the Council approves Resolution No. 11546-102114 vacating a portion of the South 6th Street right-of-way.

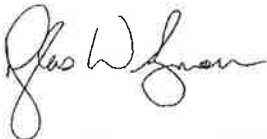
Background: In July of 2013, a CSM created and dedicated South 6th Street to the City of Oak Creek for public street purposes as part of the Drexel Town Square development. Since that time, an adjustment to the east line of South 6th Street occurred, narrowing the original width at the north end from 85 feet to 82 feet. The realignment was noted and the strip dedicated in a subsequent CSM recorded in December of 2013. However, there was no action taken by the City to vacate the strip at that time. The City wishes to complete that vacation with this application. Once vacated, the three-foot strip will become part of the lot with a current address of 331 W. Drexel Avenue.

The Plan Commission reviewed this request on October 14, 2014 and recommends its approval.

This resolution was previously introduced at the October 21, 2014 meeting, and held to allow for a public hearing.

Fiscal Impact: This vacation will allow for a reconfiguration of the 6th Street public right-of-way serving Drexel Town Square. Taxes generated from the development of this project would result in a positive fiscal impact for the City. Drexel Town Square is part of 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 VACATING AND DISCONTINUING A PART OF A
PUBLIC STREET IN THE CITY OF OAK CREEK
(6th Street in the NW ¼ of the NE ¼ of Section 17-5-22)
(2nd Aldermanic District)

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

Part of South 6th Street as dedicated on Certified Survey Map No. 8542, being a part of the Northwest ¼ of the Northeast ¼ of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Beginning at the Northwest corner of Lot 1 in Certified Survey Map No. 8573, said point also in the East line of South 6th Street; thence Southwesterly 23.09 feet along said East line and an arc of a curve whose center lies to the Southeast, whose radius is 34.50 feet and whose chord bears South 20°03'24" West 22.66 feet to a point; thence South 00°52'59" West along said East line 61.53 feet to a point; thence Southeasterly 37.79 feet along said East line and an arc of a curve whose center lies to the Northeast, whose radius is 169.50 feet and whose chord bears South 04°59'50" East 34.73 feet to a point; thence Northwesterly 46.17 feet along an arc of a curve whose center lies to the Northeast, whose radius is 161.50 feet, and whose chord bears North 07°18'27" West 46.02 feet to a point; thence North 00°52'59" East 51.38 feet to a point; thence South 88°51'59" East 1.50 feet to a point; thence Northeasterly 21.86 feet along an arc of a curve whose center lies to the Southeast, whose radius is 33.00 feet and whose chord bears North 19°50'45" East 21.46 feet to a point; thence North 83°08'17" East 1.99 feet to the point of beginning.

Said lands contain 266 square feet.

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

and,

WHEREAS it appears that this resolution was introduced before the Common Council of the City of Oak Creek pursuant to Wis. Stats. Sec. 66.1003(4)(a) on October 21, 2014 and a Notice of Public Hearing was published in the Oak Creek NOW, the official City newspaper on October 23, October 30, and November 6, 2014, that a copy of said Notice was duly served on the following property owners in accordance with Wisconsin State Statutes:

OWNER	PROPERTY ADDRESS
One West Drexel, LLC c/o Wispark, LLC	331 W. Drexel Ave., Oak Creek, WI 53154 (Mailing Address: 301 W. Wisconsin Ave., Ste. 400, Milwaukee, WI 53203)

and it further appears that no sufficient written objection to said discontinuance and vacation was filed with the City Clerk; and it appears that a public hearing was held before the Common Council of the City of Oak Creek on the 2nd day of December, 2014 at 7:00 p.m.; and

WHEREAS, A Notice of Pendency of Application to Vacate in the above matter was filed with the Register of Deeds for Milwaukee County, Wisconsin on the 20th day of October, 2014 and a report was received by the Plan Commission, all as required by law, and

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

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

Part of South 6th Street as dedicated on Certified Survey Map No. 8542, being a part of the Northwest ¼ of the Northeast ¼ of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Beginning at the Northwest corner of Lot 1 in Certified Survey Map No. 8573, said point also in the East line of South 6th Street; thence Southwesterly 23.09 feet along said East line and an arc of a curve whose center lies to the Southeast, whose radius is 34.50 feet and whose chord bears South 20°03'24" West 22.66 feet to a point; thence South 00°52'59" West along said East line 61.53 feet to a point; thence Southeasterly 37.79 feet along said East line and an arc of a curve whose center lies to the Northeast, whose radius is 169.50 feet and whose chord bears South 04°59'50" East 34.73 feet to a point; thence Northwesterly 46.17 feet along an arc of a curve whose center lies to the Northeast, whose radius is 161.50 feet, and whose chord bears North 07°18'27" West 46.02 feet to a point; thence North 00°52'59" East 51.38 feet to a point; thence South 88°51'59" East 1.50 feet to a point; thence Northeasterly 21.86 feet along an arc of a curve whose center lies to the Southeast, whose radius is 33.00 feet and whose chord bears North 19°50'45" East 21.46 feet to a point; thence North 83°08'17" East 1.99 feet to the point of beginning.

Said lands contain 266 square feet.

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

be and the same are hereby discontinued and vacated.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held the 21st day of October, 2014.

Passed and adopted this _____ day of _____, 2014.

President, Common Council

Approved this _____ day of _____, 2014.

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

6th Street Right-of-Way Vacation



OAKCREEK
— WISCONSIN —

Department of Community Development



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

EXHIBIT

PART OF SOUTH 6 STREET TO BE VACATED

Part of South 6th Street as dedicated on Certified Survey Map No. 8542, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

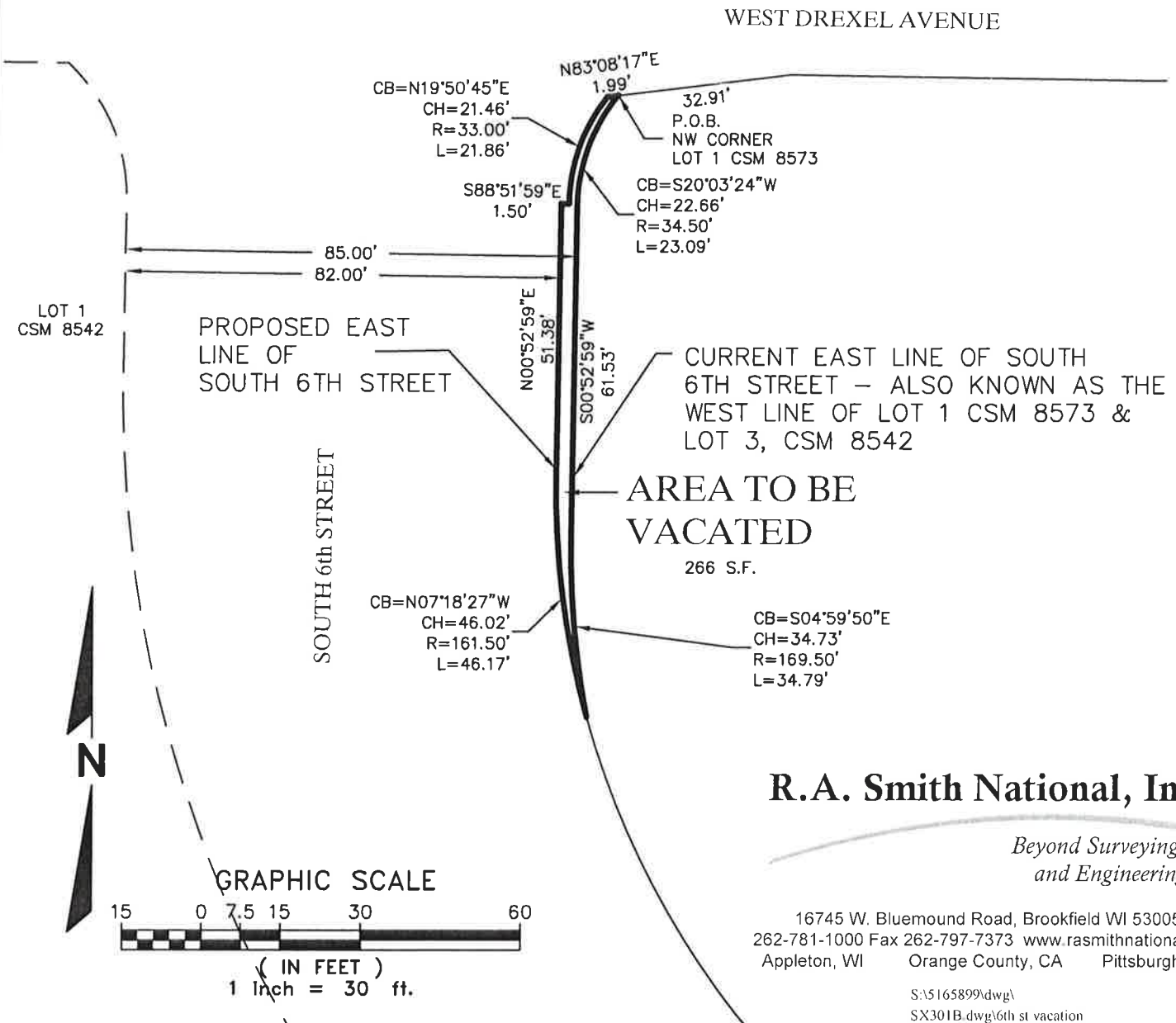
Beginning at the Northwest corner of Lot 1 in Certified Survey map No. 8573, said point also in the East line of South 6th Street; thence Southwesterly 23.09 feet along said East line and an arc of a curve whose center lies to the Southeast, whose radius is 34.50 feet and whose chord bears South 20°03'24" West 22.66 feet to a point; thence South 00°52'59" West along said East line 61.53 feet to a point; thence Southeasterly 37.79 feet along said East line and an arc of a curve whose center lies to the Northeast, whose radius is 169.50 feet and whose chord bears South 04°59'50" East 34.73 feet to a point; thence Northwesterly 46.17 feet along an arc of a curve whose center lies to the Northeast, whose radius is 161.50 feet, and whose chord bears North 07°18'27" West 46.02 feet to a point; thence North 00°52'59" East 51.38 feet to a point; thence South 88°51'59" East 1.50 feet to a point; thence Northeasterly 21.86 feet along an arc of a curve whose center lies to the Southeast, whose radius is 33.00 feet and whose chord bears North 19°50'45" East 21.46 feet to a point; thence North 83°08'17" East 1.99 feet to the point of beginning.

Said lands contain 266 square feet.

October 2, 2014

City of Oak Creek

Drawing No. 165899-RMK



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

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

S:\5165899\dwg\
SX301B.dwg\6th st vacation

SHEET 1 OF 1

R.A. Smith National, Inc.

City of Oak Creek Common Council Report

Meeting Date: December 2, 2014

Item No.: 7

Recommendation: That the Common Council approve Resolution No. 11566-120214 authorizing the issuance and sale of \$2,725,000 in General Obligation Refunding Bonds, Series 2014b.

Background: The City is issuing this permanent financing to refinance \$4,650,000 in short term notes it issued in May, 2012 (see attached CCR). The construction cost to the City for the Drexel Interchange was less than the engineering estimate, and the City was able to apply a credit towards the project from the Wisconsin DOT resulting from a project the City paid for to improve the intersection of 27th Street and Drexel Avenue. These factors have allowed the financing to be reduced by \$1,925,000 from \$4,650,00 to \$2,725,000.

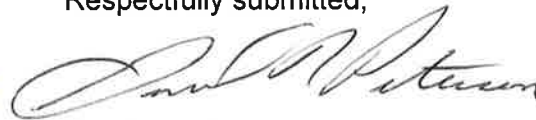
Fiscal Impact: Total anticipated borrowing costs of \$2,725,000 to eventually be repaid from tax increment or annual disbursements from Utility Aid.

Prepared by/Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,



Gerald R. Peterson,
City Administrator

City of Oak Creek Common Council Report

Meeting Date: May 1, 2012

Item No.: 10

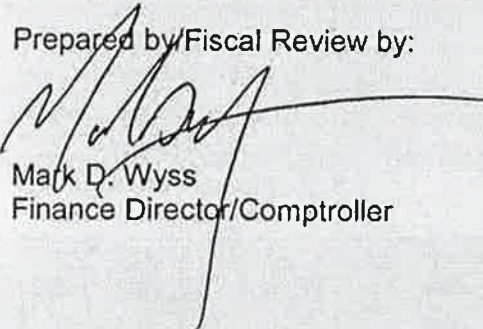
Recommendation: That the Common Council approve Resolution #11242-050112 authorizing the issuance and sale of \$4,650,000 in general obligation promissory notes.

Background: The city is issuing these short term notes to finance the construction of the Drexel Avenue Interchange. These notes come with a term of three years, and will be replaced with permanent financing once these notes are called. The City has financed other major construction projects in this fashion, using short term borrowing during construction and replacing those notes once construction is completed and the final costs are known. This avoids potential interest arbitrage, assures the City finances the minimum amount of funds required and allows the City maximum flexibility in pursuing long-term financing.

The initial plan is to fund the Interchange out of tax increment from TID 7. This is the reason for the three-year term of these notes, to give the values in TID 7 time to rebound from the decline in 2011's revaluation. If these TID does not rebound, the permanent financing was also built into the City's \$47 million long term capital financing plan. But if the tax increment is available when these notes are called in 2015, we will issue the permanent financing from TID 7 and will have made available an additional \$4.5 million for other capital projects funding with annual installments from Utility Aid.

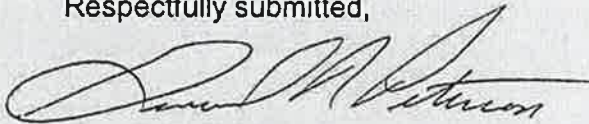
Fiscal Impact: Total anticipated borrowing costs of \$4,650,000 to eventually be repaid from tax increment or annual disbursements from Utility Aid.

Prepared by/Fiscal Review by:



Mark D. Wyss
Finance Director/Comptroller

Respectfully submitted,



Gerald R. Peterson,
City Administrator

MOODY'S

INVESTORS SERVICE

New Issue: **Moody's assigns Aa2 to Oak Creek, WI's \$2.7M GO Bonds, Ser. 2014B**

Global Credit Research - 21 Nov 2014

Maintains Aa2 rating on previously issued GO debt

OAK CREEK (CITY OF) WI
Cities (including Towns, Villages and Townships)
WI

Moody's Rating

ISSUE	RATING
General Obligation Refunding Bonds, Series 2014B	Aa2
Sale Amount	\$2,725,000
Expected Sale Date	12/02/14
Rating Description	General Obligation

Moody's Outlook NOO

Opinion

NEW YORK, November 21, 2014 --Moody's Investors Service has assigned a Aa2 rating to the City of Oak Creek's (WI) \$2.7 million General Obligation (GO) Refunding Bonds, Series 2014B. Moody's maintains the Aa2 rating on previously issued long-term GO debt and MIG 1 rating on previously issued short-term GO debt. The city's GO debt is secured by city's GO unlimited tax pledge. Post-sale the city will have \$84.8 million in GO debt outstanding. Proceeds from the bonds will refund a portion of the city's outstanding 2012B notes to extend debt repayment given the notes were structured with full repayment due in one bullet maturity in 2015.

SUMMARY RATINGS RATIONALE

The Aa2 rating on the city's long-term GO debt reflects the city's sizable tax base, stable financial operations resulting in maintenance of healthy reserves, modest pension liabilities, and an above average debt burden with a large amount of debt subject to refinancing risk.

STRENGTHS

- Sizable tax base favorably located in the Milwaukee (Aa3 stable) metropolitan area
- Maintenance of healthy reserves
- Modest pension liabilities

CHALLENGES

- Limited revenue raising flexibility due to state imposed property tax levy limits
- Elevated debt burden with large amount of short-term issuances subject to refinancing risk

DETAILED CREDIT DISCUSSION

SIZABLE MILWAUKEE SUBURB; SIGNIFICANT COMMERCIAL DEVELOPMENT ACTIVITY

The city's sizable \$3.0 billion tax base is poised for significant commercial development as a result of projects jointly financed by the city and Wisconsin Electric Power Company ("We Energies", A1 stable). Located adjacent to the City of Milwaukee in Milwaukee County (Aa2 stable), the city's population grew by a substantial 21% to

34,451 between the 2000 and 2010 census counts. Mirroring the population growth, the city's tax base experienced steady growth throughout the last decade. The trend reversed with notable 14% decline in the city's full valuation from its peak in 2008 through 2013, due to depreciation of both commercial and residential properties. Favorably, the tax base appears to be stabilizing with a 1% increase in 2014.

We Energy added two coal-based steam turbines to its Oak Creek facility in 2012. The development arm of the company pledged to invest \$20 million in the city through 2016, though this timeframe may be extended. The largest part of the commitment is the development of the Drexel Town Square located on 85 acres in Tax Increment District (TID) 11. The development will include a grocery store, hotel, restaurants, mixed-use developments, and new city complex. Construction on a number of the anchor projects is expected to begin in early 2015.

The largest employers in the city are reportedly stable and include United Parcel Service Inc. (UPS) (Aa3 stable, 1,121 employees), Oak Creek-Franklin Joint School District (Aa2, 671 employees) and We Energy (532 employees). Residents also have easy access to employment in Milwaukee and other neighboring communities. As of September 2014, the city's unemployment rate was below the state rate of 4.7% and the national rate of 5.7%. Resident income is strong with median family income at 133.5% of the national median from 2008 to 2012, as estimated in the American Community Survey.

STABLE FINANCIAL OPERATIONS AND HEALTHY RESERVES MITIGATE REVENUE RAISING LIMITATIONS

The city is expected to maintain its sound financial position given a history of positive operating results and conservative management. The city consistently maintains an available Operating Fund (General Fund, Emergency Services Fund, and Debt Service Fund) balance in excess of 20% of revenues. The city's stable financial operations are largely the result of steady increases in property tax receipts as well as reduced costs for pensions and health care benefits associated with Wisconsin's 2011 Act 10 legislation. The city closed fiscal 2013 with an available Operating Fund balance of \$6.1 million, or a healthy 23.1% of revenues. The city also had significant alternate liquidity at the close of fiscal 2013 with \$9.7 million in its Capital Improvement Fund and \$3.4 million in its Debt Amortization Fund. Those balances are projected to be reduced rapidly for development related expenses in TID 11. The city budgeted for balanced operations in fiscal 2015. Officials report positive variances in revenues year-to-date that should offset the potential for negative expenditure variances in EMS financial operations.

Property taxes are the city's largest revenue source comprising 63% of Operating Fund revenues. Like all cities, villages, towns and counties throughout the state, the city is subject to strict levy limits that restrict growth in the operating levy to net new construction. The city is currently levying at the maximum allowable amount. State revenue is also a significant portion of the city's revenues at 26% of fiscal 2013 Operating Fund revenues. Officials report there has been \$190,000 increase in state aid for transportation in fiscal 2015.

We Energies does not pay local taxes, but instead pays an annual utility tax payment to the state, which is in turn distributed to municipalities in the form of energy aid. Since the tax is based on the utility's capacity, the aforementioned expansion resulted in an increase in the city's utility aid revenue from approximately \$3.3 million to \$5 million annually. This increased revenue took effect in fiscal 2012. Management has a policy to use \$1.8 million of annual receipts to subsidize General Fund operations with the rest of utility aid used to for capital improvements, economic development, and debt service. While the state legislature could change the utility aid distribution formula in the future, there are no current proposals do so.

ABOVE AVERAGE DIRECT DEBT BURDEN WITH HIGH LEVEL OF SHORT-TERM DEBT

We expect the city's debt burden will remain above average in the medium term as the city refinances its short-term issuances into long-term debt. The city's direct debt burden and overall debt burden are above average at 2.9% of full valuation and 5.1%, respectively. Debt service for GO debt as a percentage of total annual operating expenditures is manageable, typically comprising under 7% of operating expenditures, but is expected to grow significantly following recent debt issuances. All of the district's debt is fixed rate, and the city is not a party to any derivative agreements.

Nearly all of the city's GO debt is expected to be repaid from utility aid or TID revenues, reducing the burden on the tax base. Favorably, tenants have been identified for the vast majority of the anticipated development. In addition, the city has developer guarantees for all projects supported by incentives. The city may issue \$11 million to \$13.5 million of GO debt for developer incentives in the Drexel Town Square TID in 2015. Officials expect the pace of GO issuances to slow as the city completes the final financings related to the development.

A very high 70% of the city's outstanding debt is short-term and is due within the next three years in large bullet maturities. The current issuance and cash on hand will retire \$4.6 million such debt in fiscal 2015, which will reduce total debt subject to bullet majorities to a still high 68% of total debt. The city plans to refinance all of its the short-term debt into long-term debt prior to maturity. The city structured much of its debt with bullet maturities with the intention of refinancing it into longer term debt, in part, to better align debt service expenditures with TID revenues. The high level of outstanding short-term exposes the city to a degree of refinancing risk. Favorably, the city has a number of options to structure refinancings should market conditions be unfavorable including the ability to roll-over into subsequent short-term issuances.

MODEST PENSION LIABILITIES

Budgetary exposure to the state's multi-employer pension plan, the Wisconsin Retirement System (WRS), is limited. The city's contribution to WRS in fiscal 2012 totaled approximately \$1.5 million, or a modest 6% of expenses. The city has consistently made its required contributions to WRS. Starting in fiscal 2013, the city only contributed toward the employer share of WRS costs for all employees except a segment of public safety employees, in accordance with state legislation (Act 10), which prohibits local governments from making non-public safety employee contributions to WRS on behalf of employees. The three year average Moody's adjusted net pension liability (ANPL) for the city, under our methodology for adjusting reported pension data, is a below average 0.5 times operating revenues and 0.4% of full value. Moody's ANPL reflects certain adjustments we make to improve comparability of reported pension liabilities. The adjustments are not intended to replace the city's reported contribution information, but to improve comparability with other rated entities. We determined the city's share of liability for WRS in proportion to its contributions to the plan and covered payroll.

WHAT COULD MOVE THE RATING UP

- Moderation in the city's debt burden
- Significant expansion of the tax base and strengthening of the demographic profile

WHAT COULD MOVE THE RATING DOWN

- Material increase in the city's debt burden
- Decline in reserves

KEY STATISTICS

2013 Full valuation: \$3.0 billion

2013 Estimated full value per capita: \$85,700

2008-2012 American Community Survey median family income as a % of nation: 133.5%

Fiscal 2013 Available Operating Fund balance: 23.2% of revenues

5-Year Dollar Change in Operating Fund Balance as % of Revenues: 4.7%

Net operating net cash balance: 19.4% of revenues

5-Year Dollar Change in Cash Balance as % of Revenues: -1.6%

Institutional Framework: A

Operating History: 5-Year Average of Operating Revenues / Operating Expenditures: 0.99x

Net Direct Debt / Full Value: 2.9%

Net Direct Debt / Operating Revenues : 3.2x

3-Year Average of Moody's ANPL / Full Value: 0.4%

3-Year Average of Moody's ANPL / Operating Revenues: 0.5x

RATING METHODOLOGY

The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2014. Please see the Credit Policy page on www.moodys.com for a copy of this methodology.

REGULATORY DISCLOSURES

For ratings issued on a program, series or category/class of debt, this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series or category/class of debt or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the rating action on the support provider and in relation to each particular rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moodys.com.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Please see www.moodys.com for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

Please see the ratings tab on the issuer/entity page on www.moodys.com for additional regulatory disclosures for each credit rating.

Analysts

David Levett
Lead Analyst
Public Finance Group
Moody's Investors Service

Hetty Chang
Additional Contact
Public Finance Group
Moody's Investors Service

Contacts

Journalists: (212) 553-0376
Research Clients: (212) 553-1653

Moody's Investors Service, Inc.
250 Greenwich Street
New York, NY 10007
USA

MOODY'S
INVESTORS SERVICE

© 2014 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. ("MIS") AND ITS AFFILIATES ARE

MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND CREDIT RATINGS AND RESEARCH PUBLICATIONS PUBLISHED BY MOODY'S ("MOODY'S PUBLICATION") MAY INCLUDE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL, FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS FOR RETAIL INVESTORS TO CONSIDER MOODY'S CREDIT RATINGS OR MOODY'S PUBLICATIONS IN MAKING ANY INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER.

ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing the Moody's Publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives,

licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH RATING OR OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

MIS, a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MIS have, prior to assignment of any rating, agreed to pay to MIS for appraisal and rating services rendered by it fees ranging from \$1,500 to approximately \$2,500,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at www.moodys.com under the heading "Shareholder Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

For Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail clients. It would be dangerous for "retail clients" to make any investment decision based on MOODY'S credit rating. If in doubt you should contact your financial or other professional adviser.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$2,725,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

WHEREAS, the Common Council of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") hereby finds and determines that it is necessary, desirable and in the best interest of the City to raise funds for the public purpose of paying the cost of refinancing certain outstanding obligations of the City, to wit: a portion of its General Obligation Promissory Notes, Series 2012B, dated May 1, 2012 (the "2012B Notes") (hereinafter the refinancing of that portion of the 2012B Notes shall be referred to as the "Refunding");

WHEREAS, the remaining balance of the 2012B Notes will be paid upon their redemption date from City funds on hand;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund a portion of the 2012B Notes (the "Refunded Obligations") for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, cities are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations; and

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

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

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TWO MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$2,725,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, general obligation refunding bonds aggregating the principal amount of TWO MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$2,725,000) (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2014B"; shall be issued in the aggregate principal amount of \$2,725,000; shall be dated December 16, 2014; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates

per annum and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2015. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on May 1, 2025 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2024 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2015 through 2031 for the payments due in the years 2015 through 2032 in the amounts set forth on the Schedule. The amount of tax levied in the year 2015 shall be the total amount of debt service due on the Bonds in the years 2015 and 2016; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2015.

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

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

(D) Appropriation. The City hereby appropriates from amounts levied to pay debt service on the Refunded Obligations or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the principal and interest on the Bonds coming due on May 1, 2015 and the interest on the Bonds coming due on November 1, 2015 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$2,725,000 General Obligation Refunding Bonds, Series 2014B, dated December 16, 2014" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service

Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

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

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

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

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

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

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

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

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

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

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

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

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

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

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

Section 17. Redemption of the Refunded Obligations. The 2012B Notes are hereby called for prior payment and redemption on January 7, 2015 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 2, 2014.

Stephen Scaffidi
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A

Bond Purchase Proposal

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

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

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

For the Term Bonds Maturing on May 1, ____

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

For the Term Bonds Maturing on May 1, ____

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

For the Term Bonds Maturing on May 1, ____

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

For the Term Bonds Maturing on May 1, ____

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

EXHIBIT C

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
NO. R- _____ CITY OF OAK CREEK \$ _____
GENERAL OBLIGATION REFUNDING BOND, SERIES 2014B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____ December 16, 2014 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2015 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Bond is one of an issue of Bonds aggregating the principal amount of \$2,725,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain outstanding obligations of

the City, all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on December 2, 2014. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on May 1, 2025 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2024 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new

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

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

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

CITY OF OAK CREEK,
MILWAUKEE COUNTY, WISCONSIN

By: _____
Stephen Scaffidi
Mayor

By: _____
Catherine A. Roeske
City Clerk

(SEAL)

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL*

Regarding

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2012B
DATED MAY 1, 2012

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on January 7, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
05/01/2015	\$4,600,000	2.00%	671137RQ2

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before January 7, 2015.

Said Notes will cease to bear interest on January 7, 2015.

By Order of the
Common Council
City of Oak Creek
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to January 7, 2015 and to the MSRB.

In addition, if the Bonds are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

City of Oak Creek Common Council Report

Meeting Date: December 2, 2014

Item No.: 9

Recommendation: Approve revised language in the City's Personnel Manual to eliminate retiree medical insurance eligibility for employees hired on and after January 1, 2015.

Background: The Personnel Committee has reviewed and is recommending a revision to the City's Personnel Manual. The recommended revision is for the elimination of post-employment health care for employees hired on and after January 1, 2015. The Personnel Manual language revision proposed by the Committee is attached to this report.

This action by the Committee is consistent with the Common Council's policy directive to: "stabilize health care costs and eliminate the OPEB liability over time while minimizing exposure to health care risk." Payment of premiums for post employment health care costs for pre-Medicare eligible retirees by ... "large employers offering retiree health care benefits has fallen steeply from 66% in 1988 to 28% in 2013 with state and local governments remaining much more likely to offer retiree health benefits than private sector employers" according to a 2014 Kaiser Family Foundation Report (see attached).

Payment of post employment health care costs by local governments has been common in the past 20-30 years, however, provision of this benefit has led to the accumulation of significant unfunded liabilities to those communities which have promised the benefit and not funded the promise except on a "pay as you go basis".

The City of Oak Creek has recognized the financial impacts of these post employment promises and has committed itself to work to reduce the long term financial obligation of post employment health insurance. The City has eliminated post-65 medical coverage for current and future employees. Another step to reduce the impact of post retirement health care costs on taxpayers is the elimination of the benefit for newly hired employees. More options to obtain post employment health care are now available than have previously been available and are

expected to remain available to newly hired employees when they retire through the federal Affordable Care Act.

Fiscal Impact: Elimination of post retirement health care for newly hired employees under the Personnel Manual will have no impact on the City's current OPEB liability but will completely reduce City OPEB liability for these employees when they retire.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

Reviewed by:


Mary Casey
Human Resources Manager

may have a greater disincentive. This may lead some employees with several dependents to consider other options, such as using a spouse's employer-sponsored insurance for coverage.

The most common arrangement among states in 2013 was four tiers, which 23 states offered. The next two most common tier structures were two tiers (11 states) and three tiers (nine states).¹⁹ (See Table 3.)

Table 3
Most States Offer 2–4 Health Plan Tiers
 Tier structure by state, 2013

Coverage tiers	States
One tier: All employees	AK
Two tiers: Employee only; Employee plus family	AL, FL, IA, IN, MA, MN, ND, NY, OH, PA, RI, WI
Three tiers: Employee only; Employee plus one dependent; Employee plus two or more dependents	CA, CT, HI, IL, NH, UT, VA, VT, WV
Four tiers: Employee only; Employee plus spouse; Employee plus child(ren); Employee plus family	AR, AZ, CO, DE, GA, KS, KY, LA, MD, ME, MI, MT, NC, NE, NJ, NM, NV, OR, SC, TN, TX, WA, WY
Five tiers: Employee only; Employee plus spouse; Employee plus one child; Employee plus two children; Employee plus family	MS
Six tiers: Employee only; Employee plus spouse; Employee plus one child; Employee plus two or more children; Employee plus spouse and one child; Employee plus spouse and two or more children	ID, MO, OK, SD

Source: Milliman Atlas of Public Employer Health Plans

© 2014 The Pew Charitable Trusts

Premium contributions for pre-Medicare eligible retirees

In recent decades, the share of large employers offering retiree health benefits has fallen steeply, from 66 percent in 1988 to 28 percent in 2013,²⁰ with state and local governments remaining much more likely to offer retiree health benefits than private sector employers.²¹ All but six of the 49 states for which data were available[†] offered nondisabled retirees under age 65, or “early retirees”—and therefore not yet eligible for Medicare—and their dependents the same health plans as active employees as part of the states’ retiree benefits packages.^{‡,22} Early retirees generally are required to have worked a certain minimum number of years for the state to be eligible for state-sponsored health insurance. Like such retirees of other employers, they need transitional health insurance to stay covered during the years prior to becoming eligible for Medicare.

The states that provide this transitional coverage vary in how they set premiums for retirees relative to active employees, which affects how much states pay for their health plans. Forty-three of the 49 states permit early retirees and their dependents to enroll in active employee health plans. Of these 43 states, 29 enroll retirees at a premium rate that also applies to employees. In most cases, the rates are exactly the same. In some cases,

* The largest drop occurred between 1988 and 1991, when the Financial Accounting Standards Board required private sector employers to account for the costs of health benefits for current and future retirees in their financial reports.

† Data were not available for Pennsylvania.

‡ The six states that do not offer their early retirees the same health plans as active employees may offer health plans that are managed solely for retirees.

the retiree rates are slightly higher—ranging from 1 percent to 5 percent—than the active employee rate. Three states set their retiree premiums above their active employees’ rate but below what is needed to cover the entire additional cost to insure early retirees.* Eleven states allow enrollment at a separate rate that appears to be intended to cover the entire additional cost of early retirees.²³

Table 4 presents an example of each rate-setting approach employed by states in 2013. California, for instance, established a blended rate that applied equally to active employees and retirees. Idaho’s early retiree premium was 19 percent higher than the rate for active employees but probably still insufficient to cover the higher costs of the early retirees. Finally, Louisiana set a rate for early retirees that is 87 percent higher than that set for its active employees, which is likely to make up for the higher costs of this population.

Table 4

A Majority of States Enroll Early Retirees in Active Employee Plans at Same Premium Rate

Early retiree health plan enrollment arrangements by state, 2013

States																
Does not allow early retirees to enroll	AK, CO, NH, NM, OH, WV															
Early retirees enroll at the same premium rate	AR, AZ, CA, DE, FL, IA, IN, KS, KY, MA, MD, MN, MT, NC, NE, NV, NY, OK, OR, SC, SD, TN, TX, UT, VA, VT, WA, WI, WY															
Early retirees enroll at a higher premium rate but less than necessary to cover their additional cost	CT, ID, MS															
Early retirees enroll at a higher premium rate reflective of their additional cost	AL, GA, HI, IL, LA, ME, MI, MO, ND, NJ, RI															
	<table border="1"> <thead> <tr> <th>California Kaiser HMO Plan</th> <th>Idaho PPO Plan</th> <th>Louisiana HMO Plan</th> </tr> <tr> <th>Employee-only coverage</th> <th>Employee-only coverage</th> <th>Employee-only coverage</th> </tr> </thead> <tbody> <tr> <td>Active employee premium</td> <td>\$609</td> <td>\$476</td> </tr> <tr> <td>Early retiree premium</td> <td>\$609</td> <td>\$568</td> </tr> <tr> <td>Percentage difference</td> <td>0%</td> <td>19%</td> </tr> </tbody> </table>	California Kaiser HMO Plan	Idaho PPO Plan	Louisiana HMO Plan	Employee-only coverage	Employee-only coverage	Employee-only coverage	Active employee premium	\$609	\$476	Early retiree premium	\$609	\$568	Percentage difference	0%	19%
California Kaiser HMO Plan	Idaho PPO Plan	Louisiana HMO Plan														
Employee-only coverage	Employee-only coverage	Employee-only coverage														
Active employee premium	\$609	\$476														
Early retiree premium	\$609	\$568														
Percentage difference	0%	19%														

Notes: Data were not available for Pennsylvania.

In some states identified as not allowing early retiree enrollment, the population is eligible for some state-financed health insurance provided by a different program, such as the state retirement system.

Some states that employ the same rate for active employees and early retirees charge the latter a slightly higher rate that may be used for administrative costs. States were considered to use the same rate if the published early retiree rates were no more than 105 percent of the published active employee rate.

Milliman determined that premiums were higher than for active employees but below what was necessary to cover the entire additional cost to insure early retirees by analyzing states’ annual financial reports. The Governmental Accounting Standards Board’s Statement No. 45 established standards for the reporting of retiree health care and other nonpension benefits expenditures and related liabilities.

Source: Milliman Atlas of Public Employer Health Plans

© 2014 The Pew Charitable Trusts

* Milliman based this determination on an analysis of the state’s annual financial report—in accordance with the Governmental Accounting Standards Board’s Statement No. 45, which established standards for the reporting of retiree health care and other nonpension benefits expenditures and related liabilities—indicating that the lower than necessary early retiree premium represented an implicit subsidy.

(from Benefit Section of Personnel Manual, page 43)

RETIREMENT BENEFITS (WRS)

City employees who meet state requirements are required to participate in the Wisconsin Retirement System (WRS).

Benefits - All benefits and requirements of the plan are described in the policy booklet provided to each employee.

Enrollment – Employees are enrolled online by the Finance Department. It is the employee's responsibility to keep updated beneficiary information on file with the WRS.

Premiums – The City pays the employer contributions for WRS as provided by state law or collective bargaining agreement.

RETIREE MEDICAL INSURANCE BENEFITS

Full-time employees hired prior to January 1, 2015 may be eligible for retiree medical insurance coverage. **See Appendix C for related Retiree Medical Insurance Benefits.**

This benefit does not apply to those hired for City employment on or after January 1, 2015 except through COBRA continuation coverage as provided by law.

Appendix C

Retiree Medical Insurance Eligibility

An employee hired prior to January 1, 2015 who retires from employment with the City of Oak Creek may be eligible for benefits relating to health insurance after retirement. Cost and eligibility is dependent on years of service, representation, and union contract status at the time of retirement.

No post-retirement medical insurance benefits apply to those hired on or after January 1, 2015 except through COBRA continuation coverage as provided by law.

Employees hired prior to January 1, 2015 who have met the required number of years of continuous service with the city (see details in respective sections below by employer group) and is immediately paid retirement benefits under one of the plans administered by the State of Wisconsin shall be eligible for coverage under the City's health insurance programs subject to these provisions.

Retired employees with eligible dependents will be provided family plan coverage. This benefit shall accrue to the surviving spouse of the retiree and eligible dependents of the retiree at the time of retirement only, if the retiree was receiving health insurance benefits prior to his/her death. If the surviving spouse remarries, then only the spouse and employee's eligible dependents shall be eligible for health insurance coverage. Further if the retiree remarries, divorces or has any change in marital status after retirement, only the retiree and eligible dependents (who were dependents at the time of retirement) shall be eligible for the applicable single or family plan coverage (any future spouse or new dependents are not covered).

City of Oak Creek Common Council Report

Meeting Date: December 2, 2014

Item No.: 10

Recommendation: That the Common Council approve a medical termination and a settlement agreement with Manojlo Verzich.

Background: Police Officer Manojlo Verzich was injured while performing his duties for the City of Oak Creek on July 9, 2012. His employment with the City began on March 18, 2002. Since he sustained injuries in the July 9, 2012 incident, Offer Verzich has had three surgeries and has been on light duty or completely off duty for most of the time since the incident.

Recently, the City and our workers compensation carrier (CVMIC) have received reports from Officer Verzich's physician that he has permanent physical restrictions that we feel will make him unable to fully perform the duties of a Police Officer. Mr. Verzich concurs in this assessment. CVMIC has executed a full and final settlement agreement with Officer Verzich for all his past, current, and future workers compensation claims.

In consultation with CVMIC, our labor attorney, Chief of Police, and Human Resources Manager, it is our recommendation the City of Oak Creek medically terminate Officer Verzich for his inability to fully perform the duties of a Police Officer. This medical termination should take place retroactively on November 18, 2014. It is also recommended the Council approve the attached settlement agreement for full and final settlement of all outstanding employment issues with Officer Verzich.

Fiscal Impact: The settlement agreement provides for payment of \$22,948.45 in compensatory time, sick time, and vacation time accrued by Officer Verzich over the term of his employment. It will also provide health insurance to him until he reaches the age of 65. It is expected that the City's Wisconsin Retirement system (WRS) pension payments for protective employees will increase annually.

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Reviewed by:

John Edwards
Chief of Police

Reviewed by:



Mary Casey
Human Resources Manager

SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between **MANOJLO VERZICH** (“Mr. Verzich”), the **OAK CREEK PROFESSIONAL POLICE ASSOCIATION/WPPA** (“Association”) and the **CITY OF OAK CREEK** (“City”) as follows:

1. The parties wish to settle all disputes related to Mr. Verzich’s employment with the City.

2. **Worker’s Compensation Settlement.** The settlement of Mr. Verzich’s claims under the Wisconsin Worker’s Compensation Statutes and Mr. Verzich’s § 40.65 claim is included in a separate agreement. In addition, the parties have agreed to compromise and settle all additional employment issues as set forth herein.

3. **Additional Consideration.**

(a) In addition to the amounts paid to settle Mr. Verzich’s Worker’s Compensation claim, the Respondent will pay Mr. Verzich the following sums for accrued leave:

➤ <u>Comp Time:</u>	198.87 hours x \$34.976	=	\$6,955.68
➤ <u>Sick Time:</u>	45 days per Contract = 360 hours x \$34.976	=	\$12,591.36
➤ <u>Vacation:</u>	Prorated for Duty Incurred (DI) per Contract = 261 days x 0.3726 = 97.25 hours or 12 days x \$34.976	=	\$3,401.41

(b) Mr. Verzich shall be eligible for retiree health insurance benefits as provided in the Collective Bargaining Agreement between the Oak Creek Professional Police Association (WPPA) and the City of Oak Creek. Mr. Verzich agrees to go on COBRA pending certification of his § 40.65 duty disability application. When Mr. Verzich is certified for his duty disability, the City will reimburse his COBRA payments (minus the employee’s share of the premium) back to the effective date of the duty disability as per the Department of Employee

Trust Funds determination. Any future medical claims not covered/handled by the Worker's Compensation Carrier will be handled pursuant to the City's insurance policy as any other claim is handled.

4. **Date of Termination.** The applicant understands that he is claiming an inability to return to work for the employer and, as such, understands that he is medically separated from his employment with said employer. Employment shall terminate on November 18, 2014.

5. **Release.** Mr. Verzich, for and in consideration of the terms of this Agreement, does hereby for his, and for his heirs, personal representatives and assigns, fully and forever release and discharge the City from any and all claims, demands, damages, actions, rights of action, both known and unknown, costs, loss of wages, expenses, compensation, and any other relief, on account of, or in any way growing out of any events relating to his employment with the City. This release includes (but is not limited to) any rights or claims that Mr. Verzich may have under the Age Discrimination in Employment Act of 1967, which prohibits age discrimination in employment; Title VII of the Civil Rights Act of 1964 (as amended by the Civil Rights Act of 1991), which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Americans with Disabilities Act, which prohibits discrimination in employment based on disability; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; or any other federal, state or local laws or regulations prohibiting employment discrimination. This release includes both claims that Mr. Verzich knows about and those which he may not know about. Further, this release does not waive or release any rights or claims that Mr. Verzich may have under the Age Discrimination in Employment Act which may arise after the effective date of this Agreement. Mr. Verzich agrees that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort by the City in the negotiation or execution of this Agreement.

6. **ADEA Waiver.** Mr. Verzich, without limiting the foregoing release, specifically agrees and represents that he is waiving and releasing all claims arising under the Age Discrimination in Employment Act of 1967, that in exchange for the waiver and release of those claims, he is receiving consideration in addition to anything of value to which he is already entitled, that he is not waiving any claims or rights that may arise after the effective date of this Agreement, and that he has been advised to consult with an attorney of his choice prior to

executing this Agreement regarding the content of the Agreement and the legal rights waived hereunder.

7. **Hold Harmless.** Mr. Verzich further agrees that the consideration paid hereunder is in full and final compromise of all claims known or unknown that he may have against the City as of the effective date of this Agreement. Mr. Verzich agrees not to file suit, or initiate a proceeding, claim or charge or cause any other suit, proceeding, claim or charge to be filed by any other person or entity on his behalf, against the City related to any events concerning his employment or termination from employment with the City.

8. **Consideration Period.** Mr. Verzich will have twenty-one (21) calendar days from the date he receives this Agreement to consider its terms and decide whether to sign it. This period is designed to allow him time to consult with an attorney, or anyone else whose advice he may need or want. The execution of this Agreement prior to the expiration to the twenty-one (21) calendar day period does not negate the fact that Mr. Verzich had the full twenty-one (21) calendar day period for consideration of this Agreement.

9. **Revocation Period.** After signing this Agreement, Mr. Verzich will have seven (7) calendar days to revoke it. Any revocation should be in writing and delivered to Gerald Peterson, at the City, by no later than the end of the seventh (7th) calendar day of the revocation period. Mr. Verzich understands and agrees that, should he exercise this right of revocation, he will not be entitled to any payment or consideration under this Agreement.

10. **Re-employment.** The Applicant agrees that he has no right to reemployment with the City in the future, that he will not apply for reemployment with the City and, if he applies, his application will not be processed.

11. **Governing Law.** The parties agree that the construction and interpretation of this Agreement shall be governed by the laws of the State of Wisconsin.

12. **Severability.** The parties understand and agree that the provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions of the clauses shall not affect the validity or enforceability of the other provisions or clauses hereof.

13. **No Waiver.** The parties agree that this Agreement shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or in part, unless the parties agree in writing.

14. Extent of Union Representation. The Union signs this Agreement only as to the extent this Agreement discusses rights covered under the collective bargaining agreement, and any related state or federal laws enforcing the collective bargaining agreement. The Union's signature does not indicate any opinion by its representatives, agents, or employees regarding the rights Union member Verzich may have under any state, federal or local law prohibiting discrimination on the basis of age, ancestry, sex, race, religion, disability, creed, national origin, marital status, sexual orientation, handicap, or other protected class, or which prohibit retaliation in any way related to the filing of such a claim. The Union nor its representatives, agents, or employees make any representation by signing this Agreement related to Verzich' rights under any such claim.

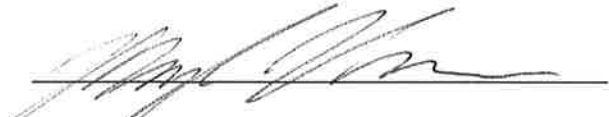
15. Duty of Fair Representation. Mr. Verzich acknowledges that the Union has met its duty of fair representation to him in that the Union has represented his interests under the collective bargaining agreement fairly, impartially, and without discrimination.

16. Entire Agreement. This Agreement represents the full and final agreement between Mr. Verzich and the City, superseding any oral, written or other agreement between the parties concerning his employment with the City.

17. IN ENTERING INTO THIS AGREEMENT, EACH PARTY EXPRESSLY STATES THAT IT HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT, THAT THIS AGREEMENT HAS BEEN FULLY EXPLAINED TO SUCH PARTY BY ITS RESPECTIVE ATTORNEY, AGENT, OR REPRESENTATIVE, THAT THE PARTY ENTERS INTO THIS AGREEMENT VOLUNTARILY AND OF ITS OWN FREE WILL AND THAT THE PARTY UNDERSTANDS THAT THIS AGREEMENT CONSTITUTES A FULL, FINAL AND BINDING SETTLEMENT OF THE MATTERS COVERED BY THIS AGREEMENT. EACH PARTY FURTHER STATES THAT ITS WILLINGNESS TO ENTER INTO THIS AGREEMENT WAS NOT INDUCED BY, OR BASED UPON, ANY REPRESENTATION BY ANY OTHER PARTY HERETO, OR ITS AGENTS OR EMPLOYEES, WHICH IS NOT CONTAINED IN THIS AGREEMENT. VALUABLE LEGAL RIGHTS ARE WAIVED HEREUNDER.

Executed this ___ day of November, 2014.


MANOJLO VERZICH



Manojlo Verzich

Executed this ___ day of November, 2014.

CITY OF OAK CREEK

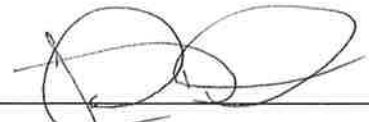
By: 

Gerald R. Peterson (Print Name)

City Administrator
Title

Executed this ___ day of November, 2014.

OAK CREEK PROFESSIONAL POLICE ASSOCIATION/WPPA

By: 

John S. Dumas (Print Name)

Business Agent
Title

City of Oak Creek Common Council Report

Meeting Date: December 2, 2014

Item No.: 11

Recommendation: That the Common Council adopts Resolution No. 11567-120214, a Resolution Establishing Various Fees, Permits, and Charges charged by the City of Oak Creek to be effective January 1, 2015.

Background:

FIRE: The current ALS/BLS rates were established in February of 2014. The Milwaukee County Association of Fire Chiefs (MCAFC) annually makes an assessment of comparable rates for services and recommends a rate revision if necessary. These rates were adjusted by 2.75% which is the change in the medical care commodities and medical care service CPI for 2014. There is also a request to raise all the fire inspection and permit fees by 2%. There was no increase in 2014.

These proposed rates were reviewed by a number of the billing agencies used by the providers and deemed to be within reasonable limits for acceptable rates.

INSPECTION: Last year the Common Council adopted some changes to the Inspection department charges, but they have not been updated. On pages 14, 16, and 17 you will find some slight modifications to that were previously recommended. The driving factor behind these changes is making the fees more consistent. For example the fees were different for a connection to a main sanitary sewer versus connection to a main storm sewer, when they both require the same type of inspection.

NON-DEPARTMENT SPECIFIC: In an effort to generate additional revenues for the City's General Fund budget, Staff is proposing a new technology fee to be added to all invoices and permits issued by the City out of the computer software. The concept of adding a technology fee is not something unique to Oak Creek. Staff contacted all Milwaukee County communities to ask if they had any technology fees or administrative fees added onto their invoices or permits. Below are the comparable results:

Bayside	40% of permit fee for software and office administration
Cudahy	\$15 flat fee for staff to scan and process permits
Franklin	Permits Under \$100 is a \$2 fee; permits over \$100 is a \$5 fee. None on invoices currently.
Greenfield	Proposing a flat fee of 15% or \$25 at future Council meeting
Mukwonago	\$5 Administrative fee

On average, the City processes 1,921 permits a year and 1,618 invoices. By adding a flat \$5 fee to all permits and invoices issued from the computer software the City would generate roughly \$17,000. The new computer software will help City staff be more customer friendly in many ways especially in the inspection department. The new technology offers for certain types of items to be paid for, filled out online, and will

streamline processes. This in turn will create efficiencies throughout the processes allowing for a quicker turnaround.

Fiscal Impact: If approved, it is anticipated the rate change for emergency medical services will generate additional revenue for the City estimated at \$11,500. The fire inspection and permit fees will see an increase estimate of \$600 all in 2015.

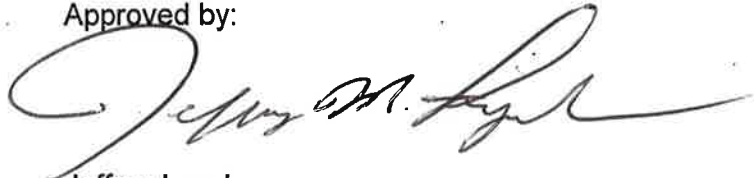
The proposed technology fee is anticipated to generate an estimated \$17,000 annually into the General Fund budget in an effort offset the cost of technology while offering high level services. If this fee is not approved, a budget amendment will need to be made for the 2015 budget.

Approved by:



Tom Rosandich
Fire Chief

Approved by:



Jeffrey Lynch
Inspection Supervisor

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11567-120214

BY: _____

A RESOLUTION ESTABLISHING VARIOUS FEES, PERMITS AND CHARGES
CHARGED BY THE CITY OF OAK CREEK

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that various fees, permits and charges shall be established as follows and shall be effective upon approval by the Common Council:

CITY CLERK'S OFFICE

1. Adult Entertainment Business
Includes: Arcade; Bookstore; Escort; Exotic Dance; Motion Picture Theater; Novelty Store; Video Store; Hotel

New	\$2,800.00
Renewal	\$2,400.00
Manager/Assistant Manager	\$ 100.00
Entertainer	\$ 300.00
Part Time/Full-Time Employees	\$ 100.00

2. Amusement Operator and Devices

Operator	\$ 150.00
Each Device	\$ 45.00

3. Arcades

Arcade License (annual)	\$2,000.00
Arcade Operator	\$50.00
Each Device	\$45.00
License Transfer Fee (transfer of location only)	\$50.00
Duplicate license	\$20.00

4. Athletic Events, Parades & Related Events

Application fee	\$35.00
(plus actual costs for police/fire/streets)	

5. Auto Salvage Yards \$500.00

6. Cigarette \$100.00

7. Dance Hall \$100.00

8.	<u>Landfill License</u>		
	Original Application Fee	\$1,200.00	
	Renewal	\$300.00	
	(Plus actual cost of review, inspection and administration in excess of application fee.)		
9.	<u>Kennel</u>	\$100.00	
10.	<u>Mobile Home Park</u>		
	License	\$100.00	annual per each 50 spaces or fraction thereof
	Transfer of License	\$10.00	
11.	<u>Alcohol Beverage</u>		
	Class "A" Fermented Malt Beverage	\$150.00	
	Class "A" Retail Liquor	\$500.00	
	Class "B" Beer	\$100.00	
	Class "B" Retail Liquor	\$500.00	
	Class "C" Wine	\$100.00	
	Wholesale Beer	\$25.00	
	Special Class "B" Beer/Wine	\$10.00	
	Reserve "Class B" One-Time	\$10,000.00	
	Provisional Class "A", Class "B", "Class A", "Class B", Class "C"	\$15.00	
	Change of Premises Description	\$25.00	
	Publication Fees		
	Renewal	\$10.00	
	Individual	\$20.00	
12.	<u>Operator (Bartender)</u>		
	Two-year license	**\$100.00	
	**Payment in full required at time of application		
	Refund for Denial	\$25.00	
	Provisional License	\$15.00	
	Duplicate License	\$10.00	
	Temporary License	No Charge	
13.	<u>Pawnbrokers, Secondhand Article & Secondhand Jewelry Dealer</u>		
	Pawnbrokers	\$210.00	
	Secondhand Article Dealers	\$27.50	
	Secondhand Jewelry Dealers	\$30.00	
	Secondhand Article Dealer Mall or Flea Market	\$165.00	

14. Transient Merchant
- | | |
|--|-----------------|
| Business License | Yearly \$375.00 |
| | Daily \$35.00 |
| Investigation fee/each salesperson | \$70.00 |
| ID Badge for each approved salesperson | \$30.00 |
- (Issued by and payable at Police Department)

COMMUNITY DEVELOPMENT

1. Bikeway Fees
- a. Bikeway fee for each new residential lot or unit - \$50.00
2. Document Sales
- a. Zoning Code (Chapter 17) \$25.00
- b. Land Division (Chapter 14) \$10.00
- c. Park Plan \$15.00
- d. City Maps
1. 1" = 1000' - \$2.00
 2. 1" = 2000' - \$1.50
- e. Official Maps (1/4 Sections)
1. 1" = 100' - \$1.50
 2. 1" = 200' - \$1.50
- f. Aerial Photographs
1. 1" = 400' - \$1.50
 2. 1" = 2000' - \$1.50
- g. All Other Documents:
1. ≤ 18" x 24" - \$.25 per page
 2. Each copy ≥ 18" x 24" and ≤ 36" x 42" - \$4.00
 3. Computer plot – standard size: \$4.50

NOTE: Add \$4.00 per sheet if map is reproduced on mylar. First two (2) drawings are free for Oak Creek property owners acquiring information on their property. Add \$1.50, plus postage, if mailing is requested.

3. Plan Commission
- a. Multifamily and building plan review - \$350.00
 - b. Commercial site and building plan review - \$350.00
 - c. Industrial site and building plan review - \$350.00
 - d. Landscaping plan review - \$150.00
 - e. Lighting plan review - \$15.00
 - f. Sign plan review - \$150.00
 - g. Special Plan Commission meeting - \$35.00/citizen member at the meeting
4. Subdivision Fees
- a. Preliminary subdivision plats - \$475.00
 - b. Final subdivision plats - \$400.00
 - c. Certified Survey Maps - \$525.00
 - d. Affidavit of Correction - \$275.00
 - e. Minor land division - \$275.00

5. Tax Increment Financing (TIF) District Financing

A filing fee of \$1,000 shall be charged for any request that the City create a Tax Increment Financing (TIF) District. If the district is approved, the fee shall be paid as an eligible cost identified in the Project Plan. If the district is not approved, the fee will be waived.

6. Zoning Fees

- a. Basic rezoning \$775.00
- b. Planned Unit Development (PUD) \$900.00
- c. Amendment to Planned Unit Development (PUD) \$550.00
- d. Conditional Use Permit \$875.00.
- e. Amendment to Conditional Use Permit \$550.00
- f. Zoning Text Amendment \$500.00
- g. Temporary use or use approval \$300.00
- h. Plan Commission consultation \$250.00
- i. Zoning Board of Appeals \$250.00
- j. Board of Housing Appeals \$250.00

NOTE: If an applicant withdraws their request after the Plan Commission meeting and prior to the publication of the public hearing notice, the following filing fee refunds will be provided:

- Official Map Amendment \$300.00
- Basic Rezoning \$270.00
- Planned Unit Development (PUD) \$280.00
- Amendment to Planned Unit Development \$260.00
- Conditional Use Permit \$275.00
- Amendment of Conditional Use \$280.00
- Zoning Text Amendment \$220.00

ENGINEERING

1. Engineering Fees & Erosion Control

- a. \$60.00 plus \$3.00 for each 1,000 square feet of land greater than 20,000 square feet.
- b. Service Fees (per hour by position)

City Engineer	\$65.00
Development Engineer/Design Engineer/Construction Coordinator	\$55.00
Civil Engineer/Senior Technician	\$50.00
Engineering Technician/Draftsperson	\$40.00
Technician CADD/Survey	\$40.00

2. Landfill Permits

- a. \$300.00 initial application fee, plus billing of actual costs of review, inspection and administration in excess of application fee.

3. Storm Water Management Permit

- a. \$300.00 initial application fee, plus billing actual costs of review, inspection and administration in excess of application fee.

4. Street Permits & Fees

- a. Excavation permits (Street cuts): \$50.00 plus \$3.25 per 100 feet or fraction thereof.
- b. Driveway approach permit: \$50.00.
- c. Street or other right-of-way (ROW) vacation: \$575.00.
- d. Official map amendment: \$775.00.
- e. House moving permit: \$250.00.

FIRE DEPARTMENT

a. Definitions.

1. **Advanced Life Support (ALS) Services:** An advanced level of pre-hospital and inter-hospital emergency care and non-emergency medical care that includes basic life support care, cardiac monitoring, cardiac defibrillation, electrocardiography, intravenous therapy, administration of medications, drugs and solution, use of adjunctive medical devices, trauma care, on scene care and other authorized techniques and procedures, as provided in rules adopted by the Department of Health Services under Chapter HFS 112.
2. **Advanced Life Support Service, Level 1 (ALS-1):** The provision of ALS Services and/or assessment at a level below that specified for ALS-2 Services in (a)(3), below.
3. **Advanced Life Support, Level 2 (ALS-2):** The provision of ALS Service and/or assessment with treatment including the administration of three or more different medications and the provision of at least one of the following ALS procedures:
 - Manual defibrillation/cardioversion
 - Endotracheal intubation
 - Central venous line insertion
 - Chest decompression
 - Intraosseous line insertion
4. **Basic Life Support (BLS) Services:** A basic level of pre-hospital, on scene care/assistance and inter-hospital non-emergency medical care and emergency care that includes airway management, cardiopulmonary resuscitation (CPR), control of shock and bleeding and splinting of fractures, as provided in rules adopted by the Department of Health Services under Chapter HFS 110.
5. **Department:** The City of Oak Creek Fire Department.
6. **Mileage Fee:** A fee for each mile, or portion thereof, that an ambulance travels when transporting a patient in need of medical care to a hospital or medical facility.
7. **Resident:** A person whose primary home address is within the city limits of the City of Oak Creek.
8. **Non-Resident:** A person whose primary home address is not within the city limits of the City of Oak Creek.
9. **Group-1 Drugs:** Albuterol, Amioderone (30 Mg), Atropine, Benadryl, Heparin Sodium by IV, Lasix, Lidocaine, Ativan, Versed, Sodium Chloride, Solumedrol (up to 40 Mg), Terbutline, Diazepam, Dextrose 50%, Nitro Spray LS, Normal Saline

(capped), D50, D5W and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.

10. **Group-2 Drugs:** Calcium Chloride, Epinephrine (IM or IV, not by Epi Pen), Dopamine, Lidocaine, Sodium Bicarbonate and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.
11. **Group-3 Drugs:** Morphine, Narcan, Normal Saline and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.
12. **Specific Drug Group:** Epinephrin (by Epi-pen), Adenosine, Glucagon (up to 1 Mg), Solmedrol (41-125 Mg), EZ-IO, and to include any other drugs as may be approved or authorized by the Intergovernmental Cooperation Council in the future.

NOTE: The confidentiality of all patient information shall be maintained pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other applicable Federal and/or State Laws.

b. Advanced Life Support Fees.

1. **Resident Fees:** Every resident of the City of Oak Creek receiving advanced emergency service from the City by way of an advanced life support unit transport to a health care facility shall pay for such service the sum of ALS-1 \$706.40 and ALS-2 \$813.71 base rate, plus \$107.31 for defibrillation, plus \$64.60 for IV and supplies, plus \$80.23 for intubation, plus \$85.43 for ALS supplies, plus \$80.23 for oxygen and supplies, plus \$107.31 for EKG, plus \$156.28 for Spinal Immobilization, plus \$34.38 for each drug in Group-1, plus \$39.59 for each drug in Group-2, plus \$51.05 for each drug in Group-3, plus \$102.10 for Epinephrine by Epi-Pen, plus \$95.85 for Adenosine, plus \$95.85 for Glucagon, up to 1 Mg, plus \$62.51 for Solumedrol, 41 to 125 Mg, and \$128.15 for EZ-IO for the Specific Drug Group, plus \$3.13 for triage barcode wristbands, plus \$962.70 for Cyano-kits, plus \$47.93 for CPAP Mask. If the Department provides ALS level treatment that does not end in a transport, the patient shall be charged \$133.36 for non-invasive and invasive treatment plus services and drug group charges noted above.
2. **Non-Resident Fees:** Every non-resident of the City of Oak Creek receiving advanced emergency service from the City by way of advanced life support unit transport to a health care facility shall pay for such service the sum of ALS-1 \$834.55 and ALS-2 \$962.70 base rate, plus \$107.31 for defibrillation, plus \$64.60 for IV and supplies, plus \$80.23 for intubation, plus \$85.43 for ALS supplies, plus \$80.23 for oxygen and supplies, plus \$107.31 for EKG, plus \$156.28 for Spinal Immobilization, plus \$34.38 for each drug in Group-1, plus \$39.59 for each drug in Group-2, plus \$51.05 for each drug in Group-3, plus \$102.10 for Epinephrine by Epi-Pen, plus \$95.85 for Adenosine, plus \$95.85 for Glucagon, up to 1 Mg, plus \$62.51 for Solumedrol, 41 to 125 Mg, and \$128.15 for EZ-IO for the Specific Drug Group, plus \$3.13 for triage barcode wristbands, plus \$962.70 for Cyano-kits, plus \$47.93 for CPAP Mask. If the Department provides ALS level treatment that does not end in a transport, the patient shall be charged \$187.54 for non-invasive and invasive treatment plus services and drug group charges noted above.

3. Mileage Fees: Every resident and non-resident shall pay \$15.63 for each mile, or portion thereof, that an ambulance travels when transporting a patient in need of medical care to hospital or medical facility.

c. Basic Life Support Fees.

1. Resident Fees: Every resident of the City of Oak Creek receiving basic emergency service from the City by way of basic life support unit transport to a health care facility shall pay for such service the sum of \$546.99 base rate, plus \$80.23 for oxygen, plus \$64.60 for supplies, plus \$26.05 for EKG, plus \$156.28 for Spinal Immobilization. If the Department provides medical treatment and or assistance only, that does not end in a transport; the patient shall not be charged a fee for the first 1-3 assists within one calendar year but shall be charged \$78.14 per assist for 4 or more assists within one calendar year and no additional fees will apply for medical care.
2. Non-Resident Fees: Every non-resident of the City of Oak Creek receiving basic emergency service from the City by way of basic life support unit transport to a health care facility shall pay for such service the sum of \$729.32 base rate, plus \$80.23 for oxygen, plus \$64.60 for supplies, plus \$26.05 for EKG, plus \$156.28 for Spinal Immobilization. If the Department provides medical treatment and or assistance only, that does not end in a transport; the patient shall be charged a flat \$80.23 fee. No additional fees will apply for medical care.
3. Fees for Transfer Services: In all cases where the ambulance service of the City is requested to transfer an Oak Creek resident from a hospital in Milwaukee County to a nursing facility in Milwaukee County or to the resident's home in Oak Creek, such person shall pay a base rate of \$390.71, plus \$80.23 for oxygen, plus \$64.60 for consumables, plus \$26.05 for EKG's, plus \$156.28 for Spinal Immobilization. All transfers shall be and are limited to Oak Creek residents.
4. In-City Facility Fees: Every resident or non-resident of the City of Oak Creek receiving basic emergency service from the City by way of basic life support unit transport to a health care facility located within the boundaries of the City shall pay for such service the sum of \$286.52.
5. Mileage Fees: Every resident and non-resident shall pay \$15.11 for each mile, or portion thereof, that an ambulance travels when transporting a patient in need of medical care to hospital or medical facility.

d. Fire alarm connections.

1. Every person, firm or corporation connecting to the console system of the Oak Creek Fire Department or fire alarm service shall pay for such service as follows: \$50.00 for installation of service lines; \$100.00 annual charge.
2. Annual charges shall be billed by the Fire Department on January 1st of each year. For service installed subsequent to January 1st, the annual charge shall be pro-rated on a monthly basis.

- e. Hazardous materials. Replacement of cost of any extinguishment agent, neutralizers, chemicals or materials. Any person, firm or corporation shall reimburse the City for personnel costs, equipment expenses and replacement costs of any extinguishing agent, chemical, neutralizer, or materials used in the extinguishment, confinement, neutralizing or

cleanup of any flammable or combustible liquid, gas, solid or any hazardous material or chemical involved in any fire or accidental spill.

- f. False alarm. Any person, firm or corporation having a fire alarm, smoke detector or any other type of alarm, and the alarm calls for response from the Fire Department, shall not be charged a fee for the first 1-3 alarms within one calendar year but shall be charged \$50.00 per alarm for 4-7 alarms within one calendar year and \$200.00 per alarm for 8 or more alarms within one calendar year.
- g. Nuisance fire alarms. Any person, industry, commercial establishment, railroad, apartment house complex or other who shall cause nuisance fires (multiple rubbish fires, grass fires, etc.) shall be liable for the sum of \$300.00 per hour or fraction thereof.
- h. **Plan Review.**
 - 1. Sprinkler review \$67.69
 - 2. All underground plan \$67.69
 - 3. Fire alarm system \$67.69
 - 4. Hood systems \$33.84
 - 5. Dry chemical systems \$67.69
 - 6. Special systems \$67.69
 - 7. Final Occupancy \$50.77
- i. Rescue Services. Any person, firm, contractor, or corporation requiring rescue services beyond the capacity of the Fire Department, shall reimburse the City for personnel costs, equipment and supplies, and outside rescue services.

Fire Inspection Fees

Fire Inspection fees are as follows, with each level based on the estimated time in minutes to conduct such inspections:

Inspection Type	Estimated Time in Minutes	Inspection Pay Rate	Total Fee
Level 1	0-15	50.87	\$17.16
Level 2	16-30	50.87	\$30.65
Level 3	31-45	50.87	\$44.15
Level 4	46-60	50.87	\$57.63
Level 5	61-75	50.87	\$84.62
Level 6	76-90	50.87	\$98.10

Incident Billing Fees

The Oak Creek Fire Department will bill for rescue services provided as a result of motor vehicle crashes occurring within the City of Oak Creek. Motor vehicle crashes include, but are not limited to, accidents involving vehicles, motorcycles; or pedestrians or bicyclists struck by vehicles.

Incident billing will only occur for those incidents involving the extrication, packaging, and removal of patients from a vehicle or scene.

The amount of the bill will be \$500 per incident. Billing is applicable to non-residents only; residents of the City of Oak Creek will not be billed for rescue services.

HEALTH DEPARTMENT

a. Health Department Fees and Charges shall be established by the Community Public Health Officer according to guidelines adopted by the Board of Health and subject to review by the Board of Health. A list of the fees and charges will be on file in the Health Department office. The Community Public Health Officer shall provide a copy of any change to the fees to the City Clerk 15 days prior to the effective date of such change. The clerk shall provide a copy to the Common Council as soon as practicable. The fees shall go into effect at the end of the 15 days period unless an Alderman or the Mayor objects in writing in which case the fee change shall be brought before the entire Common Council for consideration and approval.

b. Fee Schedule for Restaurants, Lodging, Campgrounds, Recreational, Tattoo/Body Piercing Establishments, and Retail Food Establishments.

1. Restaurant/Meal Food Service

a) Limited Food Service Restaurant: A restaurant that serves only individually wrapped, hermetically sealed, single servings supplied by a licensed processor.

- 1) Annual License Fee: \$246.00
- 2) Pre-inspection Fee: \$120.00
- 3) Re-inspection Fee: \$134.00
- 4) Late Fee: \$ 90.00

b) Simple Complexity Restaurant: A restaurant in which all of the following criteria are met:

- 1) Food is cooked to order.
- 2) Food may be kept in a hot or warm condition, but only for one meal period. Such food may not be cooled and re-served at a later time.
- 3) Limited preparation of food. Pre-packaged products may be mixed together and minor preparation, such as slicing onions or pickles as condiments, is acceptable.
- 4) Potential for cross-contamination must be minimal. No raw chicken or other meats may be used. Pre-breaded fish or preformed burger patties (fresh or frozen) may be used.
 - (a) Annual License Fee: \$371.00
 - (b) Pre-inspection Fee: \$190.00
 - (c) Re-inspection Fee: \$134.00
 - (d) Late Fee: \$ 90.00

c) Moderate Complexity Restaurant: A restaurant in which any of the following criteria are met:

- 1) Any Potentially Hazardous Food, as that term is defined in Wis. Admin. Code Ch. 196, is cooled and/or reheated.
- 2) Any food products made from scratch.

- 3) The facility seats 50 or more patrons.
 - 4) The facility has a drive-up window or walk-up service window or provides delivery of food.
 - 5) Any raw poultry, seafood, or bulk beef is served. This does not apply to use of preformed patties.
 - 6) The facility provides catering services.
 - 7) The facility provides banquet services.
 - (a) Annual License Fee: \$409.00
 - (b) Pre-inspection Fee: \$204.00
 - (c) Re-inspection Fee: \$134.00
 - (d) Late Fee: \$ 90.00
- d) High Complexity Restaurant: A moderate complexity restaurant in which five or more of the moderate complexity criteria set forth above are present.
- 1) Annual License Fee: \$458.00
 - 2) Pre-inspection Fee: \$246.00
 - 3) Re-inspection Fee: \$134.00
 - 4) Late Fee: \$ 90.00
- e) Temporary Restaurant: A restaurant that operates at a fixed location for a period of no more than 14 consecutive days in conjunction with a single event or celebration such as a fair, carnival, circus, public exhibition, anniversary sale or occasional sales promotion. Occasional means fewer than 4 days during any 12-month period. Licenses are issued at the site of the event. A temporary restaurant may be moved from location to location within the City, but may not operate from the new location until it has been inspected and found to be in compliance. A temporary restaurant license may not be used to operate more than one restaurant at a time exceeding 14 consecutive days.
- 1) License Fee: \$165.00 for season
- f) Temporary Retail Food (Popcorn/Cotton Candy).
- 1) Inspection Fee: \$ 25.00
- g) Additional Food Preparation Area as defined in HFS 196.05 (3)(b) which is currently adopted by reference in City Ordinance Sec. 8.10(1)
- 1) Annual License Fee \$ 84.00
2. Bed and Breakfast Establishments.
- a) Annual License Fee: \$ 218.00
 - b) Pre-inspection Fee: \$ 120.00
 - c) Re-inspection Fee: \$ 78.00
 - d) Late Fee: \$ 90.00
3. Hotels, Motels, Tourist Rooming Houses.
- a) 05-30 Sleeping Rooms
 - 1) Annual License Fee: \$312.00
 - 2) Pre-inspection Fee: \$204.00
 - 3) Re-inspection Fee: \$134.00

b)	31-99 Sleeping Rooms	
	1) Annual License Fee:	\$404.00
	2) Pre-inspection Fee:	\$232.00
	3) Re-inspection Fee:	\$134.00
c)	100-199 Sleeping Rooms	
	1) Annual License Fee:	\$439.00
	2) Pre-inspection Fee:	\$261.00
	3) Re-inspection Fee:	\$134.00
d)	200 or more Sleeping Rooms	
	1) Annual License Fee:	\$481.00
	2) Pre-inspection Fee:	\$289.00
	3) Re-inspection Fee:	\$134.00
e)	Tourist Rooming House (1-4 rooms)	
	1) Annual License Fee:	\$218.00
	2) Pre-inspection Fee:	\$204.00
	3) Re-inspection Fee:	\$134.00
f)	Late Fee:	\$ 90.00

4. Campgrounds, Recreational and Educational Camps.

a)	Campgrounds (1-25 sites)	
	1) Annual License Fee:	\$196.00
	2) Pre-inspection Fee:	\$134.00
	3) Re-inspection Fee:	\$134.00
b)	Campground (26-50 sites)	
	1) Annual License Fee:	\$232.00
	2) Pre-inspection Fee:	\$134.00
	3) Re-inspection Fee:	\$134.00
c)	Campground (51-100 sites)	
	1) Annual License Fee:	\$237.00
	2) Pre-inspection Fee:	\$190.00
	3) Re-inspection Fee:	\$134.00
d)	Campground (101-199 sites)	
	1) Annual License Fee:	\$242.00
	2) Pre-inspection Fee:	\$190.00
	3) Re-inspection Fee:	\$148.00
e)	Campground (200+ sites)	
	1) Annual License Fee:	\$248.00
	2) Pre-inspection Fee:	\$218.00
	3) Re-inspection Fee:	\$162.00
f)	Recreational/Educational Camps	
	1) Annual License Fee:	\$511.00
	2) Pre-inspection Fee:	\$359.00
	3) Re-inspection Fee:	\$162.00
g.)	Late Fee:	\$ 90.00

5. Special Event Campgrounds.

- a) 1-25 sites
 - 1) Annual License Fee: \$196.00
 - 2) Pre-inspection Fee: \$134.00
 - 3) Re-inspection Fee: \$134.00
- b) 26-50 sites
 - 1) Annual License Fee: \$232.00
 - 2) Pre-inspection Fee: \$134.00
 - 3) Re-inspection Fee: \$134.00
- c) 51-100 sites
 - 1) Annual License Fee: \$237.00
 - 2) Pre-inspection Fee: \$190.00
 - 3) Re-inspection Fee: \$134.00
- d) 100-199 sites
 - 1) Annual License Fee: \$242.00
 - 2) Pre-inspection Fee: \$190.00
 - 3) Re-inspection Fee: \$148.00
- e) 200 or more sites
 - 1) Annual License Fee: \$248.00
 - 2) Pre-inspection Fee: \$218.00
 - 3) Re-inspection Fee: \$162.00

6. Public Swimming Pool - as defined in HFS 172.04 (41) fees are applicable for each pool at site.

- a) Indoor/Outdoor Swimming Pools
 - 1) Annual License Fee: \$278.00
 - 2) Pre-inspection Fee: \$190.00
 - 3) Re-inspection Fee: \$134.00
- b) Late Fee: \$ 90.00

7. Water Attraction - A water attraction as defined in HFS 172 (53) of the Wisconsin Administrative Code which is currently adopted by reference in City Ordinance Sec. 8.10 (a).

- a) Water Attraction with no slides
 - 1) Annual License Fee: \$309.00
 - 2) Pre-inspection Fee: \$190.00
 - 3) Re-inspection Fee: \$134.00
- b) Water Attraction with up to 2 slides per basin (Pool Slide/Water Slide), Pool Slide and Water Slide as defined in HFS 172 (40) and (55) respectively of the Wisconsin Administrative Code which is currently adopted by reference in City Ordinance Sec. 8.10(a).
 - 1) Annual License Fee: \$330.00
 - 2) Pre-inspection Fee: \$190.00
 - 3) Re-inspection Fee: \$134.00
- c) Additional Slide, in excess of 2 per basin
 - 1) Annual License Fee: \$194.00
 - 2) Pre-inspection Fee: \$ 78.00

- 3) Re-inspection Fee: \$134.00
- d) Late Fee: \$ 90.00

8. Tattooing and Body Piercing.

- a) Tattoo or Body Piercing Establishment
 - 1) Annual License Fee: \$305.00
 - 2) Pre-inspection Fee: \$204.00
 - 3) Re-inspection Fee: \$134.00
- b) Combined Tattoo/Body Piercing Establishment
 - 1) Annual License Fee: \$341.00
 - 2) Pre-inspection Fee: \$261.00
 - 3) Re-inspection Fee: \$134.00
- c) Late Fee: \$ 90.00
- d) Temporary Tattoo or Body Piercing Establishment:
 - 1) Annual License Fee: \$150.00
- e) Temporary Combined Tattoo/Body Piercing Establishment:
 - 1) Annual License Fee: \$173.00

9. School Food Service Facilities.

- a) Inspection Fee:
 - 1) Full Kitchen \$319.00
 - 2) Food Reheat \$207.00

10. Retail Food Establishments.

- a) Retail food establishments which have food sales of at least \$1,000,000 and process potentially hazardous food.
 - 1) Annual License Fee: \$698.00
 - 2) Pre-inspection Fee: \$261.00
 - 3) Re-inspection Fee: \$148.00
- b) Retail food establishments which have food sales of at least \$25,000, but less than \$1,000,000, and process potentially hazardous food.
 - 1) Annual License Fee: \$374.00
 - 2) Pre-inspection Fee: \$232.00
 - 3) Re-inspection Fee: \$148.00
- c) Retail food establishments which have food sales of at least \$25,000, and engage in food processing, but do not process potentially hazardous food.
 - 1) Annual License Fee: \$338.00
 - 2) Pre-inspection Fee: \$204.00
 - 3) Re-inspection Fee: \$134.00
- d) Retail food establishments, who have food sales of less than \$25,000, and are engaged in food processing.
 - 1) Annual License Fee: \$297.00
 - 2) Pre-inspection Fee: \$190.00
 - 3) Re-inspection Fee: \$134.00

- e) Retail food establishments that do not engage in food processing.
 - 1) Annual License Fee: \$268.00
 - 2) Pre-inspection Fee: \$176.00
 - 3) Re-inspection Fee: \$120.00

11. Duplicate Permit Fee: \$ 10.00

INSPECTION

Building Code Permits

- a. *Plan Examination.*
 - 1. One & two family residence: \$175.00
 - 2. One & two family additions and alterations: \$50.00
 - 3. Building plans other than one and two family residence will be charged per Oak Creek form OCSBD 118.
 - 4. Heating plans other than one and two family will be charged per Oak Creek form OCSBD 118.
 - 5. Residential accessory building 240 square feet or more: \$50.00
 - 6. Plan Examiner may reduce or waive fees for Items 2. and 5. above when limited or no architectural plans are required.
 - 7. Review of plans approved by State of Wisconsin \$200.00
 - 8. Decks: \$35.00
- b. *Residence-one & two family, multi-family, hotels, motels, or additions thereto.* \$.30/sq. ft. (minimum fee \$50.00).
- c. *Wisconsin uniform building permit seal.* State charge plus \$5.00.
- d. *Commercial, retail, office or institutional (i.e. schools, churches, hospitals, etc.).* \$.30/sq ft (minimum fee \$50.00).
- e. *Manufacturing, industrial & utilities (office areas to be included under 4).* \$.30/sq. ft. (minimum fee \$50.00).
- f. *Residential accessory building & garage in excess of 120 sq. ft.* \$.20/sq. ft. (minimum fee \$50.00).
- g. *Agriculture Building.* \$.25/sq. ft. (minimum fee \$50.00).
- h. *All other buildings, structures, alterations, repairs, signs and paving where not listed as category.* \$10.00 for each \$1,000.00 estimated value or fraction thereof (minimum fee: \$50.00).
- i. *Permit to start construction of footings and foundation.* \$100.00 accessory building foundation only or additions, per Comm. Chapter 2.
- j. *Heating, incinerator units, wood burning appliance, fireplace:* \$50/Unit, up to and including ~~50,000~~ 150,000 input BTU units. Additional fee of \$5.00/each 50,000 BTUs or fraction thereof above 50,000 BTUs.
- k. *Air conditioning.*
 - 1. Wall unit: \$15.00
 - 2. Other than wall unit: \$50.00/unit up to 3 tons or 36,000 BTUs. Additional fee of \$5.00/each ton or 12,000 BTUs or fraction thereof.
- l. *Heating & air conditioning distribution systems.* \$1.50/100 sq. ft. of conditioned area with a \$25.00 minimum.
- m. *Exhaust system over 1,000 cfm.* \$25.00 per unit.

Field Code Changed

- n. *Occupancy permit.*
 - 1. Residential: \$40.00/unit
 - 2. Commercial & Industrial (new or change of use): \$70.00
 - 3. Temporary Use (i.e. tent): \$40.00 each
- o. *Decks, fences, pools (in-ground/above ground/spas).* \$50.00
- p. *Wrecking or razing. Building Inspector may waive fee if structure is condemned. \$.05/sq. ft.*
\$50.00 minimum. \$500 maximum.
- q. *Moving buildings over public ways.* \$100.00
- r. *Fuel tanks.* \$20.00/tank for installation and removal for review of tank location only.
- s. *Special inspections and reports.* \$100.00
- t. *Double fees.* Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.
- u. Failure to order inspection: \$50.00
- v. Re-inspection fee: \$50.00
- w. *Building permit fees may be refunded (except plan examination fees and Wisconsin Uniform Building Permit Seal fee) upon good cause shown as to nonuse thereof and within a reasonable time after payment, provided that the minimum fee of \$50.00 shall not be refundable.*
- x. Minimum for any permit: \$50.00

NOTE: Fees based on square footage shall include all floor areas (including crawl space) measured to outside wall dimensions and will be rounded to nearest whole dollar amount.

NOTE: Total fees shall be rounded up to the next whole dollar.

Electrical Code Permits

The minimum fee for any permit shall be \$50.00. Where additional permits by the same license on the same job are necessary and the nature of the work is the same as that of the original permit, the minimum fee shall not apply. The term "outlet" as used in this subsection shall mean any opening for the connection of current consuming or controlling devices generally. Where outlets are installed in common or "in gang", the outlets shall be counted individually. Fees shall be as follows:

- a. *Service-new, replacement, alteration or temporary.* \$65.00 each 0-600 amps, \$70.00 each 601-1200 amps, \$75.00 each greater than 1200 amps.
- b. *Feeders, subfeeders, and additional panels each 110 amps or fraction thereof.* \$40.00 each.
- c. *Wireways, busways, under floor raceways or auxiliary gutters.* \$1.00/foot.
- d. *Generators, transformers, reactors, rectifiers, capacitors, welders, converters, electric furnaces or similar devices.* Each unit per kW: \$1.00/kW.
- e. *Commercial combination heating & air-conditioning units.* \$40.00 each.
- f. *Commercial refrigerator units.* Each motor compressor unit: \$20.00 each.
- g. *Residential air-conditioning.* Each motor compressor unit: \$20.00 each.
- h. *Gas or oil burners, residential electric furnaces, or conversion of(circle unit type).* \$20.00 each.
- i. *Electric space heating & baseboard system, per zone control.* \$12.00 each.
- j. *Electric appliances, commercial and residential [i.e. range, oven, clothes dryer, dishwasher, disposal, water heater; circle unit type(s) or indicate other].* \$10.00 each.
- k. *Swimming pools (includes associated wiring & grounding):* \$50.00 each.
- l. *Hydro-massage tubs, spas, hot tubs, etc. (circle or list type):* \$50.00 each.
- m. *Fuel dispensers for gasoline, oil, water pumps, or similar units:* \$50.00 each.
- n. *Moving picture, X-ray machine, high frequency therapeutic apparatus and similar equipment:* \$50.00 each.

- o. *Switches, and convenience outlets:* \$1.00 each.
- p. *Dimmers & rheostats:* \$4.00 each.
- q. *Lighting fixtures-incandescent medium base, studded lights, festoon lighting, and fluorescent:* \$1.00 each.
- r. *Area light and standard:* \$30.00 each.
- s. *HID fixtures (i.e., mercury vapor, sodium, LED etc.):* \$5.00 each.
- t. *Strip lighting, track lighting, plug-in strip, trolley duct, trolley wire or similar.* \$1.00 each strip or 10-foot length.
- u. *Audible or visual electric signal or communication devices (i.e., fire alarms, horns, exit lights, door bells, etc.):* \$1.00 each.
- v. *Power receptacles over 150 Volts:* \$8.00 each.
- w. *Motors, each motor per HP or fraction thereof:* \$1.00 each HP.
- x. *Ceiling fan:* \$4.00 each.
- y. *Signs-electric illuminated (i.e., neon, fluorescent, comb. or other).* Each Sign: \$30.00 each.
- z. *To Change, alter, repair or correct an electrical installation where none of the above apply-specify:* \$50.00
- aa. *Re-inspection fee.* First re-inspection: \$50.00
- bb. *Failure to call for inspection upon inspection and/or final inspection before occupancy.* Per occurrence: \$75.00
- cc. *Work started before electrical permit issued.* Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.
- dd. *Refund of fees.* That portion in excess of minimum fee is eligible to be refunded to a permit holder, if a request is made in writing, within 45 days of the issuance of such permit, provided that the minimum fee of \$50.00 shall not be refundable.
- ee. *Minimum for any permit:* \$50.00
- ff. *Direct reconnection of residential equipment (minimum fee does not apply):* \$25.00 each.
- gg. *Direct reconnection of commercial electrical equipment (minimum fee does not apply):* \$30.00 each.

NOTE: Total fees shall be rounded up to the next whole dollar.

Plumbing Code Permits

The schedule of permit fees to be paid at the time the permit is issued shall be as follows:

- a. *Connection to main sewer (sanitary), per first 100 feet.*
 - 1. Main sewer to property line: \$50.00
 - 2. Property line to structure: \$50.00
 - 3. Main sewer to structure: \$90.00
 - 4. each additional 100 feet: \$50.00
- b. *Connection to main sewer (storm), per first 100 feet.*
 - 1. Main sewer to property line: ~~\$40.00~~ \$50.00
 - 2. Property line to structure: ~~\$40.00~~ \$50.00
 - 3. Main sewer to structure: ~~\$70.00~~ \$90.00
 - 4. each additional 100 feet: \$50.00

- c. *Water extension, per first 100 feet.*
 - 1. Main sewer to property line: ~~\$40.00~~ \$50.00
 - 2. Property line to structure: ~~\$40.00~~ \$50.00
 - 3. Main sewer to structure: ~~\$70.00~~ \$90.00
 - 4. each additional 100 feet: \$50.00
- d. ~~Private water system and/or well, new or required inspection: \$20.00 each.~~
- e. *Catch basin, storm or sanitary manholes, condensate pits:* \$20.00
- f. *Plumbing fixtures and/or fixture connections, range boilers, steamers, water heater (except replacement), etc.:* \$10.00 each.
- g. *Automatic washer connection (mandatory in case of all new residence construction):* \$10.00
- h. *Replacement fixtures:* \$25.00 (exempt from the minimum \$50.00 fee).
 - 1. Water heater replacement.
 - 2. Dishwasher or kitchen sink replacement.
 - 3. Toilet and lavatory replacement.
- i. *Back flow pressure reducing valve (fee may be waived for existing single family dwellings):* \$35.00
- j. *Building drain:* \$35.00
 - 1. each additional 50 feet: \$25.00
- k. *Funnel drains:* \$10.00
- l. *Condensate pumps:* \$10.00
- m. *Grease traps:* \$35.00.
- n. *Lawn sprinkler system:* \$45.00.
- o. *Private sewage disposal system and/or holding tanks (includes state fees for ground water and sanitary permits):* \$250.00
- p. ~~Mound type septic systems~~ *Sanitary Permit (special approval required; includes state fees for ground water and sanitary permits):* \$450.00
- q. *Verification of soil test for mound septic tanks:* Minimum of \$225.00, not to exceed \$300.00, per test.
- r. *Street cut (slurry mix backfill) \$60.00 per cut (ENGINEERING DEPARTMENT APPROVAL REQUIRED). See Section 3.40c(32)a.*
- s. ~~Well abandonment: \$50.00~~
- t.s. *Well operation permit.* \$25.00.
- u.t. *Work not completed for ordered inspection:* \$50.00
- v.u. *Failure to order final inspection:* \$50.00
- w.v. *Minimum for any permit:* \$50.00
- x.w. *Work started before permit issued.* Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be double the fees charged.
- y.x. *Plumbing permit fees may be refunded upon good cause* shown as to nonuse thereof and within a reasonable time after payment provided that the minimum fee of \$50.00 shall not be refundable.
- z.y. *Wis. Adm. Comm. S. 2.64 regarding plumbing plan review fees and all future amendments, revisions or modifications thereto is hereby adopted by reference.*

INFORMATION REQUESTS

- a. Miscellaneous copies: \$0.25 per page.
- b. Open record copies: A requester shall be charged a fee to defray the cost of locating and copying records as follows:
1. The cost of photocopying shall be \$0.25/page for black and white copies and \$1.00/page for color copies.
 2. If the form of a written record does not permit copying, the actual and necessary cost of photographing and photographic processing shall be charged.
 3. The cost of providing typed verbatim transcripts of an audio taped record shall be the actual cost per hour, plus copy charges of \$0.25 per page.
 4. If mailing or shipping is necessary for any requested copy or copies, the actual cost thereof shall also be charged. A flat fee of \$35.00 annually shall be charged for mailing Common Council agendas or Common Council proceedings on a regular basis. A flat fee of \$5.00 shall be charged for each complete Common Council or Plan Commission agenda packet requested, plus \$1.00 for each color copy included therein.
 5. An archival research deposit of \$15.00, payable in advance, shall be charged for the research and retrieval of records not readily available in the City Clerk's Office and for which the expected total cost would exceed \$50.00. A credit will be applied towards copy costs; if the research and retrieval is less than the deposit, a refund will be issued.
 6. The legal custodian shall estimate the cost of all applicable fees and may require a cash deposit adequate to assure payment, if such estimate exceeds \$5.00.
 7. Elected and appointed officials of the City of Oak Creek shall not be required to pay for public records they may reasonably require for the proper performance of their official duties nor shall any charges be required of the local news media.
 8. The legal custodian may provide copies of a record without charge or at a reduced charge where he determines that waiver or reduction of the fee is in the public interest.
- c. Photographs
1. The cost for Fire Department digital photographs shall be established as .25 cents per copy.
 2. The cost for Police Department digital photographs shall be established as .25 cents per copy.
- d. Real estate inquiries (Statement of Real Property Status)
Except for local residents requesting a duplicate copy of their personal real estate tax bill, all persons who request the City of Oak Creek to furnish written information as to or copies of:
1. Real estate taxes;
 2. Special assessments;

- 3. Contemplated public improvements;
 - 4. Sewer or water charges;
 - 5. Flood plain zoning;
 - 6. Or other like inquiries covering a specific parcel of real estate in the City of Oak Creek shall pay the sum of \$50.00, with an additional \$10.00 for rush requests, to the City Treasurer to cover the cost of the investigation and/or processing of such inquiry. Said fee shall be paid at the time of the inquiry or prior to mailing or pickup or faxing of the requested information.
- e. Accident reports
The cost for Police Department accident reports shall be established as \$.25 per page.
 - f. Fire incident reports
The cost for Fire Department incident reports shall be established as \$.25 per page.
 - g. Audio/Video tapes, film and CD/DVDs
The fee for audio/video tapes, film and CDs or DVDs shall be the actual cost to produce such items, plus the cost of supplies, postage, etc.
 - h. Tax roll and Assessment Roll
Electronic media: Charge actual costs, \$100.00 minimum.
 - i. Real estate Summary Sheet
\$10.00.
 - j. Computer records
 - 1. Miscellaneous computer printouts generated
Charge actual costs
 - 2. Electronic files
Charge actual costs
 - k. Fax transmittals: \$1.00/page long distance \$.50 per page local
 - l. Voter Records
 - 1. Statewide Voter Registration System (SVRS) Records (established by State)
Electronic Data file: \$25.00 plus \$5.00 per 1,000 voter names, rounded to the nearest thousand.
 - 2. City voter records
Computer printouts: The actual cost to produce or copy each computer printout shall be charged, plus the actual cost of postage and supplies.

LIBRARY

All patrons shall be charged fees covering the cost of lost and damaged items. In addition, there will be a service charge in the amount of \$3.00 per item.

RECREATION

Recreation Department fees shall be established by the Recreation Manager according to guidelines adopted by the Parks, Recreation and Forestry Commission and subject to review by the Parks, Recreation and Forestry Commission. A list of the fees and charges will be on file in the Parks, Recreation and Forestry Office. The Recreation Manager shall provide a copy of any change to the fees to the City Clerk 15 days prior to the effective date of such change. The Clerk shall provide a copy to the Common Council as soon as practicable. The fees shall go into effect at the end of the 15-day period unless an alderman or the Mayor objects in writing, in which case the fee change shall be brought before the entire Common Council for consideration and approval.

POLICE DEPARTMENT

- a. Transient Merchant Identification Cards
All transient merchants shall pay a fee of \$30.00 at the Police Department
- b. Bicycles
 - 1. Bicycle license - \$3.50, non-expiring
 - 2. Replacement bicycle license - \$2.00
- c. Alarm Permit Fees
 - 1. Alarm devices (except police console connected) – no fee
 - 2. Alarms connected to police consoles - \$100.00 initial installation
- d. Police False Alarm Charges - Annually
 - 1. 1-3 alarms – no charge
 - 2. 4-7 alarms - \$50.00 per alarm
 - 3. 8 or more alarms - \$200 per alarm

STREETS

- a. Driveway Culvert Installation
Driveway culvert installation charges for labor and material provided by the City of Oak Creek shall be determined on a front foot basis in the following manner:
 - 1. 12", 15" or 18" Culvert: \$34.64/foot plus cost of a pipe.
 - 2. 21", 24" or 30" Culvert: \$51.96/foot plus the cost of pipe.
 - 3. 36", 42" or 48" Culvert: \$67.41/foot plus the cost of pipe.
 - 4. 54", 60" or 72" Culvert: \$87.00/foot plus cost of pipe.
- b. Equipment Rental Charges
 - 1. The fee schedule for equipment will reflect the actual costs per hour to use various pieces of equipment in the Street Department inventory, and will be established using the equipment cost comparison agreement between the State of Wisconsin and Milwaukee County Department of Public Works. A complete schedule of equipment and fees shall be maintained at the Street Department.
 - 2. The fee for labor to operate rented equipment shall be:
 - a. Labor performed by Equipment Operators: \$47.32 per hour.
 - b. Labor performed by Mechanics: \$52.93 per hour.
 - c. Supervisor: \$55.38 per hour.
 - d. Street Supervisor: \$64.84 per hour.

- c. Freon disposal fee. \$15.00 for disposal of refrigerators, air conditioners, freezers and dehumidifiers.
- d. Mulch. \$25.00 delivery charge.
- e. Special Pick-ups: \$25.00 for a special pick up.
- f. Tires: \$3.00 per tire.
- g. Televisions: \$7.00 per television.

TREASURER'S OFFICE

Animals

- a. Dog Annual License Fee
 - 1. \$12.00 if the owner provides certification by a veterinarian that the dog has been spayed or neutered.
 - 2. \$24.00 if the dog is fertile.
 - 3. A fee that is equal to half the amount of the normal license fee if five (5) months of age after July 1st of license year
- b. Cat Annual License Fee
 - 1. \$12.00 if the owner provides certification by a veterinarian that the cat has been spayed or neutered.
 - 2. \$24.00 if the cat is fertile.
 - 3. A fee that is equal to half the amount of the normal license fee if five (5) months of age after July 1st of license year.
- c. Late Annual License Fee
 - 1. \$ 6.00 for a dog or cat that has been spayed or neutered.
 - 2. \$12.00 for a dog or cat that is fertile for animals not licensed prior to April 1 of that year; the annual license is acquired after thirty (30) days of occupancy in the City; or the annual license is obtained after the dog or cat is over five (5) months old.
- d. Impound Fee
 - 1. \$15.00 for each day or fraction thereof.

Treasurer Service Fees

A charge of \$25.00 per check shall be charged to recover all reasonable costs and expenses in connection with the collection of a worthless check which any person issues to the city:

- a. NSF (non-sufficient funds)
- b. Account Closed
- c. Stop Payment
- d. Refer to Maker
- e. Stale Date
- f. A payment that is returned to the City for any reason

NON-DEPARTMENT SPECIFIC

Technology Fee

Formatted: Left

A charge of \$5 per permit, or invoice that is generated from the Financial/Inspection software.

Formatted: Font: Not Bold, No underline, Not All caps

WEIGHTS AND MEASURES

According to Section 98.04 (2), Wis. Stats., the City of Oak Creek may recover an amount not to exceed the cost of fees for weights and measures inspection work by assessing fees on the persons who receive the services rendered. Fees for weights and measures services provided by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection are as follows and shall be billed by the City on an annual basis:

- a. \$20.00 each small capacity scale, meter or liquid measuring device (LMD)
- b. \$50.00 each large capacity scale

BE IT FURTHER RESOLVED that the schedule of fees, permits and charges may be amended from time to time by resolution of the Common Council.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this _____ day of _____, 20 ____.

Passed and adopted this _____ day of _____, 20 ____.

President, Common Council

Approved this _____ day of _____, 20 ____.

Mayor

ATTEST:

City Clerk

Vote: _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: December 2, 2014

Item No.: 12

Recommendation: That the Common Council approves payment of the obligations as listed on the November 24, 2014 Vendor Summary Report.

Background: Of note are the following payments:

1. \$69,621.15 to Advanced Disposal-Muskego-C6 (pg #1) for October recycling and landfill charges.
2. \$8,949.91 to Alfred Benesch & Co. (pg #2) for October bridge design services.
3. \$58,459.74 to Benistar/UA-6803 (pg #3) for December retiree Medicare supplement.
4. \$21,240.00 to Century Fence Company (pg #3) for Abendschein Park fence removal and material storage.
5. \$5,118.18 to Commercial Group Intermediaries, Inc. (pg #4) for January 2015 premium.
6. \$5,613.59 to Engineered Security Solutions (pg #5) for repairs to recording equipment.
7. \$14,000.00 to Graef (pg #6) for May Drexel Town Square – City MMSD BMPs.
8. \$124,806.48 to Lakeside International Truck (pg #9) for new dump truck with plow equipment.
9. \$32,022.01 to Milwaukee County Treasurer (pg #11) for April – October court fines.
10. \$9,791.35 to National Insurance Company (pg #12) for December disability insurance.
11. \$96,940.00 to ProPhoenix Corporation (pg #14) for consolidated dispatch set up.
12. \$5,700.00 to Strand Associates, Inc. (pg #17) for October S. 5th Avenue relocation services.
13. \$80,277.08 to WI Court Fines & Surcharges (pg #20) for April – October court fines.
14. \$40,656.35 to WE Energies (pg #20) for street lighting and gas/electric utilities.

Fiscal Impact: Total claims paid of \$624,748.84

Prepared by/Fiscal Review by:

Respectfully submitted,

Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: December 2, 2014

Item No.: 13

Recommendation: That the Common Council award the 2015 City Hall/Library and Fire Station herbaceous plant purchase to W & E Radtke in the amount of \$6,015.30.

Background: Bids presented below are for plantings scheduled for the new Fire Station and City Hall/Library, in 2015. Delivery for the Fire Station trees and shrubs will occur in the spring of 2015. The City Hall/Library complex is anticipated to be planted in the fall of 2015.

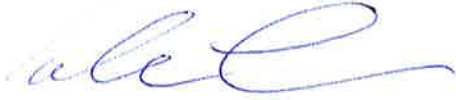
This bid included 1,841 herbaceous (non-woody) plants. Bids were advertised and four bids were received:

Nursery/Location	Total	Details
W & E Radtke Germantown, WI	\$6,015.30	100% bid 21% of bid larger sized
Taylor Creek Restoration Brodhead, WI	\$5,372.90	93% bid 58% of bid smaller sized
Prairie Nursery Westfield, WI	10,530.54	100 of bid Straight species (non-cultivars)
Johnson's Nursery Jackson, WI	\$11,954.80	86% of bid

W & E Radtke is the lowest responsive, qualified bidder. Recommendation for award of bid to W & E Radtke is based on meeting size specifications and stock availability. W&E Radtke was able to fill 100 percent of the order with the requested size or larger stock. The difference between the lowest bidder and the second lowest bidder is \$642.40. Taylor Creek was unable to offer 125 of plants, and, 1061 of the plants they bid were under-sized – 2.75-inch pots versus the 4.5-inch pots specified. One plant W & E Radtke bid was under the size specification.

FISCAL IMPACT: Grant funds from the MMSD will be used to pay for this purchase. Installation will be done by City staff and volunteers

Prepared by:



Rebecca Lane,
City Forester

Respectfully submitted,



Gerald Peterson
City Administrator

Approved by:



Ted Johnson
Director, Streets, Parks & Forestry

Fiscal Review by:



Bridget M. Souffrant
Finance Director / Comptroller

City of Oak Creek Common Council Report

Meeting Date: December 2, 2014

Item No.: 14

Recommendation: That the Common Council award the 2015 City Hall/Library and Fire Station tree and shrub purchase to Johnson's Nursery in the amount of \$17,497.

Background: Bids presented below are for plantings scheduled for the new Fire Station and City Hall/Library, in 2015. Delivery for the Fire Station trees and shrubs will occur in the spring of 2015. The City Hall/Library complex is anticipated to be planted in the fall of 2015.

This bid included 100 trees and 359 shrubs. Bids were advertised and three bids were received:

Nursery/Location	Total	No. of Trees/Shrubs	Details
Johnson's Nursery Jackson, WI	\$17,497	74 / 346	85% of bid Includes delivery and holding fees
Beaver Creek Nursery Poplar Grove, IL	\$13,279.50	42 / 235	60% of bid Includes delivery and holding fees
Kendall Hill Nursery Newark, IL	\$17,836	100 / 0	22% of bid Includes delivery; holding fees additional \$5/tree/week

Recommendations for award of bid is based on: ability to meet specifications, stock quality, availability and size, bid price, past experience with nursery, and location of nursery (for soil match and plant acclimation).

FISCAL IMPACT: Grant funds from the MMSD will be used to pay for this purchase. Installation will be done by City Forestry Staff.

Prepared by:



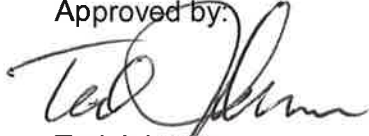
Rebecca Lane,
City Forester

Respectfully submitted,



Gerald Peterson
City Administrator

Approved by:



Ted Johnson
Director, Streets, Parks & Forestry

Fiscal Review by:



Bridget M. Souffrant
Finance Director / Comptroller

City of Oak Creek Common Council Report

Meeting Date: December 2, 2014

Item No.: 15

Recommendation: That the Common Council adopt Resolution No. 11568-120214, acquiring fee property (right-of-way), and temporary easements for the S. Howell Avenue Wisconsin Department of Transportation (WisDOT) maintenance project from Oakwood Road to Grange Avenue, and to send payment in the amount of the Award of Damages to the affected property owner (Project No. 12025) (1st Aldermanic District).

Background: The acquisition (approved with Resolution No. 11298-110712) of real estate and easements is necessary for construction of sidewalks along the Howell Avenue corridor. The required acquisition has been determined to be agreeable by the affected property owner. As part of the WisDOT project, the property at 7518 S. Howell Avenue was required to remove two additional trees for the sidewalk construction. The original design was to have a retaining wall constructed to save the trees. In excavation of the footing for the retaining wall, it was discovered that the septic leach field for the property would be impacted by the wall construction. The retaining wall was removed from the design and required the grading limits to change. The City worked with the appraiser for the project and the City Forester for a value of the trees.

Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
Knudson	7518 S. Howell Ave.	781-9993	64	Landscaping	\$1,000

Fiscal Impact: The total cost of this action is \$1,000, and is to be paid from CIP funds reserved in Project No. 12025.

Prepared by:



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

Respectfully submitted:



Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11568-120214

BY: _____

RESOLUTION ACCEPTING FEE PROPERTY AND TEMPORARY EASEMENTS
HOWELL AVENUE RECONSTRUCTION PROJECT

(PROJECT NO. 12025)

(1st ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek decided that public necessity demands the construction of sidewalk with the Wisconsin Department of Transportation (WisDOT) maintenance project (2060-15-71); and

WHEREAS, the acquisition of fee simple title and temporary easements were approved with Resolution No. 11298-110712, and

WHEREAS, the plat and relocation order for this project, with State I.D. 2060-15-21, have been approved and filed with the County Clerk for Milwaukee County, and

WHEREAS, the property owner listed below has agreed to land acquisition and grant easements to the City,

Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
Knudson	7518 S. Howell Ave.	781-9993	64	Landscaping	\$1,000

NOW, THEREFORE, BE IT RESOLVED the Finance Director is hereby authorized and directed to prepare a check in the amount and to the owner shown above for the loss of two additional trees.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 2nd day of December, 2014.

Passed and adopted this 2nd day of December, 2014.

President, Common Council

Approved this 2nd day of December, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: December 2, 2014

Item No.: 16

Recommendation: That the Common Council adopt Resolution No. 11569-120214, acquiring fee property (right-of-way) and temporary easements for the Drexel Town Square project, and to send a payment in the amount of the Award of Damages to the affected property owner (Project No. 13040) (2nd Aldermanic District).

Background: The acquisition (approved with Resolution No. 11392-082013) of real estate and easements is necessary for construction of sidewalks and additional traffic lanes along the Howell Avenue corridor. The work will be included with the Wisconsin Department of Transportation (WisDOT) maintenance project to be constructed this year. The required acquisition has been determined to be agreeable by the affected property owners. During the construction of the retaining wall that is required for the sidewalk installation, the private electric line was discovered to be in conflict with the wall. The property owner has received two bids for the electrical line to be relocated on private property. The City would agree to award the payment to the lowest bidder. This will light the monument sign for the business on the corner of Howell and Forest Hill.

Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
C S Milwaukee LLC	135 W. Forest Hill Ave.	813-9004	1	Electrical for monument sign	\$3,458

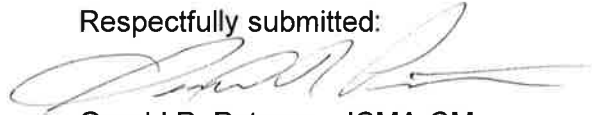
Fiscal Impact: The total cost of this action is \$3,458, and is to be paid from CIP funds reserved in Project No. 13040.

Prepared by:



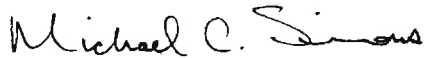
Brian L. Johnston, P.E.
Assistant City Engineer

Respectfully submitted:



Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11569-120214

BY: _____

RESOLUTION ACCEPTING FEE PROPERTY, AND TEMPORARY EASEMENTS FOR THE DREXEL TOWN SQUARE PROJECT

(PROJECT NO. 13040)

(2nd ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek decided that public necessity demands the construction of sidewalk and additional travel lanes along S. Howell Avenue for the Drexel Town Square project:

WHEREAS, the road construction work will be completed by the Wisconsin Department of Transportation as part of their maintenance project (2060-15-71); and

WHEREAS, the acquisition of fee simple title, and temporary easements were approved with Resolution No. 11392-082013, and

WHEREAS, the plat and relocation order for this project, with State I.D. 2060-15-22, have been approved and filed with the County Clerk for Milwaukee County, and

WHEREAS, the property owner listed below has agreed to land acquisition and grants easements to the City,

Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
C S Milwaukee LLC	135 W. Forest Hill Ave.	813-9004	1	Electrical for monument sign	\$3,458

NOW, THEREFORE, BE IT RESOLVED the Finance Director is hereby authorized and directed to prepare a check in the amount and to the owner shown above for a the electrical work required to relocate the electric service to the monument sign.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 2nd day of December, 2014.

Passed and adopted this 2nd day of December, 2014.

President, Common Council

Approved this 2nd day of December, 2014.

Mayor

ATTEST: _____
City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: 12/2/14

Item No.: 17

Recommendation: That the Common Council adopt Ordinance No. 2738, an ordinance to repeal and recreate Section 7.84 (i)(1) of the Municipal Code relating to quotas for "Class A" licenses (beer and liquor for off-site consumption).

Background: With the development of Drexel Town Square, the License Committee is requesting a change be made to the number of "Class A" licenses that may be issued in the City. "Class A" licenses are determined by population and the present ordinance has been in effect since September 2001. The current ordinance allows one license for each two thousand (2,000) population, or fraction thereof, as determined by the most recent Wisconsin Department of Administration estimate. According to our current population (34,707), the quota for "Class A" licenses is set at 18, all of which are currently issued.

At the request of the License Committee, the above ordinance increases the number of "Class A" licenses that can be issued from one for each 2,000 in population, or fraction thereof, to one for each 1,500 in population, or fraction thereof. According to our current population, the quota for "Class A" license would increase from 18 to 24 as a result of this ordinance.

Fiscal Impact: The current fee for a "Class A" license is \$650.00. As a result of the increase in the quota, additional revenue is anticipated for additional "Class A" licenses.

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

ORDINANCE NO. 2738

BY: _____

AN ORDINANCE TO REPEAL AND RECREATE
SECTION 7.84(I)(1) OF THE OAK CREEK MUNICIPAL CODE
RELATING TO QUOTAS FOR LIQUOR LICENSES.

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

Section 1: Section 7.84(i)(1) of the Oak Creek Municipal Code is hereby repealed and recreated to read as follows:

- (i) License Quotas.
(1) "Class A" Licenses. The number of "Class A" liquor licenses issued and in effect in the City shall be one for each one thousand five hundred (1,500) population or fraction thereof as determined by the most recent Wisconsin Department of Administration estimate and such license shall be issued only to the premises in which such use is a permanent use.

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

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

Introduced this _____ day of _____, 2014.

Passed and adopted this _____ day of _____, 2014.

President, Common Council

Approved this _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

MINUTES
LICENSE COMMITTEE
Tuesday, November 25, 2014 at 8:30 A.M.

1. This meeting was called to order at 8:30 a.m.
2. Present were: Ald. Ruetz and Ald. Kurkowski. Ald. Gehl was excused. Also in attendance was Assistant City Attorney Melissa Karls and Deputy City Clerk Christa Miller.
3. The Committee discussed a possible change to the Municipal Code to allow for a modification of the "Class A" (Combination) quota.

"Class A" licenses, otherwise known as Class A Combination licenses, are licenses that allow for sale of beer, wine, and liquor for off-site consumption (i.e. grocery store, convenience store, gas station, liquor stores, etc.).

The Oak Creek Municipal Code, Section 7.84(i)1 currently sets a quota of "Class A" licenses to be set at one for each two thousand in population, or fraction thereof.

The current population is 34,707, allowing for 18 "Class A" licenses, all of which are issued.

With the expansion of the City, including, but not limited to Drexel Town Square, the Committee discussed a modification to this code, to allow for more "Class A" licenses to be issued.

The Committee discussed the pros/cons of potential quota formulas of 1 for each 1,000 in population and 1 for each 1,500 in population and upon further discussion, felt that 1 for each 1,500 in population would allow six more licenses to be issued while keeping some control over and preventing an abundance of Class A establishments in the City.

Ald. Kurkowski, seconded by Ald. Ruetz, moved to direct Staff to prepare an Ordinance to present to the Common Council, modifying the Oak Creek Municipal Code, Section 7.84 (i)1, to allow the issuance of one "Class A" license for every 1,500 in population, or fraction thereof. On roll call, all voted aye.

Ald. Ruetz, seconded by Ald. Kurkowski, moved to adjourn this meeting at 8:40 p.m. On roll call, all voted aye.