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

COMMON COUNCIL MEETING AGENDA

TUESDAY, JANUARY 6, 2015
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: 12/16/14

Recognition

4. **Resolution:** Consider Resolution No. 11579-010615, Resolution of Appreciation to Jack G. Rehn (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. **Rezoning:** Consider a request by Timothy Wallen, MLG PF Oak Creek, to rezone a portion of the properties at 3110, 3260 & 3300 E. Elm Rd., from A-1 Agricultural to Rs-2, Single Family Residential (4th District).
6. **Ordinance:** Consider Ordinance No. 2745, rezoning portions of the properties at 3110, 3260 & 3300 E. Elm Rd. from A-1, Limited Agricultural to Rs-2, Single Family Residential (4th District).
7. **Conditional Use:** Consider a request by Leah Berlin, Kwik Trip, Inc., for a conditional use permit for a gasoline service station on the property at 7880 S. 10th St. (2nd District).
8. **Ordinance:** Consider Ordinance No. 2744, approving a conditional use permit for a gasoline service station located at 7880 S. 10th Street (2nd District).

New Business

MAYOR & COMMON COUNCIL

9. **Resolution:** Consider Resolution No. 11580-010615, Resolution Authorizing the Issuance and Sale of \$20,500,000 General Obligation Refunding Bonds, Series 2015A (by Committee of the Whole).
10. **Resolution:** Consider Resolution No. 11581-010615 approving the second amendment to the Access Agreement between Beazer East, Inc. ("Beazer") and the City of Oak Creek (4th District).

11. **Motion:** Consider a *motion* to approve and provide eligible employees the option to participate in the Federal Pension Protection Act of 2006 (by Committee of the Whole).
12. **Motion:** Consider a *motion* to approve the 2014 Vendor Summary Report in the amount of \$535,111.96 and 2015 Vendor Summary Report in the amount of \$184,451.09 for a total of all claims of \$719,563.05 (by Committee of the Whole).

ENGINEERING

13. **Resolution:** Consider *Resolution* No. 11582-010615, approving the State/Municipal Agreement for a State-let STP local road project, the 5th Avenue Relocation project from Chicago Rd. to Ryan Rd. (4th District).
14. **Motion:** Consider a *motion* to concur with the Traffic and Safety Commission recommendations as follows (various districts):
 - a. relocation of "No Parking Anytime" signs on W. Pilgrim Parkway from S. 13th St. to S. Rosewood Trail; and
 - b. installation of "EQUESTRIAN" warning signs with distance plaque on W. Elm Rd. west of C&NW railroad tracks east to 500 feet east of Oak Leaf Trail; and
 - c. installation of "NO PARKING ANYTIME" signs on S. Emerald Meadows Drive 10 feet north and south of the property line of 10552 and 10532 S. Emerald Meadows Dr.; and
 - d. installation of "No Parking Between 7:00 AM and 4:00 PM During School Day" signs on E. Carrollton Drive's south ROW in front of Carrollton Elementary School; and
 - e. deny the installation of "NO PARKING ANYTIME" signs on W. Apple Creek Drive from W. Jonathan Drive to W. Puetz Rd. and on W. Honadel Drive from S. 27th Street to 185 feet west of S. Cortland Dr.

INFORMATION TECHNOLOGY

15. **Motion:** Consider a *motion* to approve a purchase of one Unitrend Server/Appliance from CDWG, Inc. in the amount of \$13,925.00 (by Committee of the Whole).
16. **Motion:** Consider a *motion* to approve the purchase Cisco network switches, GBICs, cables, and ISE software/hardware from CORE BTS, Inc. in the amount of \$177,361.94 (by Committee of the Whole).

LICENSE COMMITTEE

The License Committee did not meet prior to the 1/6/15 meeting. Tentative recommendations are being made as follows:

17. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
 - Lindsey J. Eskau, W220 N6490 Town Line Rd., Menomonee Falls (Bootz)
 - Nicole Gladkowska, 285 E. Golden Ln., Oak Creek (Pick 'n Save)
18. **Motion:** Consider a *motion* to grant a 2014-15 Class A Combination license to Cynthia S. Smith, Agent for Walgreen Co. dba Walgreen #04887, 9449 S. Howell Ave. (*favorable background report received*).

19. **Motion:** Consider a *motion* to grant a Secondhand Article Dealer license to Richard Radtke, Agent, Oak Creek Currency & Coin, 616 E. Ryan Rd., subject to payment of personal property taxes (*favorable background report received*).
20. **Motion:** Consider a *motion* to grant 2015 Mobile Home Park licenses to the following, subject to payment of personal property taxes (*favorable background report received*).
 - Joseph & Ellen Dentice, W365 N5053 Lakeview Ct., Oconomowoc for Oak Creek Estates, LLC, 2301 W. College Ave.
 - Fifth Avenue Development Group, LLC, PO Box 170872, Milwaukee for Sunrise Shores, 8481 S. Fifth Ave.

MISCELLANEOUS

21. **Motion:** Consider a *motion* to convene in to Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes
 - a. Section 19.85(1)(e) to consider a proposed Tax Incremental District No. 11 Finance Development Agreement by and between the City of Oak Creek and HSA Commercial Real Estate (Drexel Town Square) (2nd District).
 - b. Section 19.85(1)(c)(e) to discuss the tentative labor agreement between the City of Oak Creek and the Oak Creek Professional Police Officers Association for the period of 1/1/15 through 12/31/17.
22. **Motion:** Consider a *motion* to reconvene into Open Session.
23. **Resolution:** Consider *Resolution* No. 11575-121614, approving the Tax Incremental District No. 11 Finance Development Agreement with HAS Commercial Real Estate (2nd District).
24. **Ordinance:** Consider *Ordinance* No. 2746, confirming adoption of the Settlement Agreement between the City of Oak Creek and the Oak Creek Professional Police Officers Association and Fixing the Salary for Members of the Association from January 1, 2015 through December 31, 2017.

Adjournment.

Public Notice

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

RESOLUTION 11579-010615

**RESOLUTION OF COMMENDATION
TO
JACK G. REHN**

WHEREAS, JACK G. REHN will be retiring from his position as Fire Lieutenant effective December 31, 2014, after 25 years and 3 months of dedicated full time service to the City of Oak Creek Fire Department; and

WHEREAS, JACK G. REHN was appointed a Fire Fighter on September 25, 1989 and promoted to Lieutenant on January 17, 2008; and

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

WHEREAS, JACK G. REHN has been an Emergency Medical Technician in the State of Wisconsin and during his career has cared for thousands of citizens who were sick or injured, always delivering caring and skilled emergency care to them; and

WHEREAS, JACK G. REHN became a Fire Fighter Paramedic in May of 2003; and

WHEREAS, JACK G. REHN responded to many major alarms utilizing his skills in fire fighting and rescue and dedication without hesitation; and

WHEREAS, JACK G. REHN was a Plank Owner (original founding member) of the Oak Creek Tactical Emergency Medical Support (TEMS) unit which formed in 2005. He continued as a member until 2012; and

WHEREAS, JACK G. REHN was a member of the department's Self Contained Breathing Apparatus program and exercised great care and diligence in maintaining this vital life safety equipment to ensure the safety of our fire fighters; and

WHEREAS, JACK G. REHN was in charge of radio communications for the department for many years; and

WHEREAS, JACK G. REHN received the Medal of Valor award on May 4, 2004 for his efforts in containing a fire and allowing time for other responders to rescue trapped occupants of the Lake Forest Apartment complex; and

WHEREAS, JACK G. REHN was a member and later led the Oak Creek Fire Department's Honor Guard. The Honor Guard has been recognized for ceremonial performances and presentations at sporting and community events; and

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 JACK G. REHN for his many years of dedicated and faithful service to the City of Oak Creek and the Fire Department, that the best wishes for good health and happiness be extended to JACK G. REHN and his family on his retirement.

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

Passed and adopted this 6th day of January, 2015.

Approved this 6th day of January, 2015.

President, Common Council

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

TO BE PUBLISHED DECEMBER 11 & 18, 2014

OFFICIAL NOTICE

**NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL**

PURPOSE: The purpose of this public hearing is to consider a request by Timothy Wallen, MLG PF Oak Creek, LLC, to rezone a portion of the properties at 3110, 3260, & 3300 E. Elm Rd. from A-1, Agricultural to Rs-2, Single Family Residential.

Hearing Date: Tuesday, January 6, 2014
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: Timothy Wallen, MLG PF Oak Creek, LLC
Property Owner: Oak Creek Land Investment, LLC
Property Location: 3110, 3260, & 3300 E. Elm Rd.
Tax Key(s): 959-9991, 960-9994, 960-9993-001

Legal Description:

That part of the Southeast 1/4 of the Northeast 1/4 of Section 34 and the Southeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 35, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest Corner of the Northeast 1/4 of said Section 34; thence N 89°27'03" E along the South line of said Northeast 1/4, 2222.80 feet; thence N 00°49'13" W, 40.00 feet; thence S 89°27'03" W, 225.00 feet; thence N 00°49'13" W, 275.00 feet; thence S 89°27'03" W, 334.60 feet; thence N 00°49'13" W 1013.83 feet; thence N 89°20'34" E, 500.48 feet to the Point of Beginning; continuing thence N 89°20'34" E, 464.13 feet to the West line of the Northwest 1/4 of said Section 35; thence N 89°27'39" E, 856.58 feet; thence S 39°52'31" W, 161.23 feet; thence S 87°30'43" W, 114.04 feet; thence S 62°17'32" W, 113.94 feet; thence S 57°22'08" W, 265.76 feet; thence S 45°06'47" W, 112.03 feet; thence S 60°04'21" W, 77.57 feet; thence S 72°27'47" W, 79.08 feet; thence N 88°33'43" W, 80.05 feet; thence N 84°24'39" W, 157.79 feet; thence S 86°50'36" W, 20.12 feet; thence N 85°26'33" W, 295.70 feet; thence N 0°39'26" W, 413.43 feet to the Point of Beginning.

Said parcel contains 9.75 acres of land, more or less.

The Common Council has scheduled other public hearings for January 6, 2014 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 768-6527, during regular business hours.

Date of Notice: December 4, 2014
CITY OF OAK CREEK COMMON COUNCIL
By: Steve Scaffidi, Mayor

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, preferable 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 South Howell Avenue, Oak Creek, Wisconsin 53154.

City of Oak Creek Common Council Report

Meeting Date: January 6, 2015

Item No.: 6

Recommendation: That the Council adopt Ordinance No. 2745, which would rezone portions of the properties at 3110, 3260, & 3300 E. Elm Rd. from A-1, Limited Agricultural to Rs-2, Single Family Residential.

Background: Timothy Wallen, MLG PF Oak Creek, LLC, is requesting to rezone the properties at 3110, 3260, & 3300 E. Elm Rd. from A-1, Limited Agricultural to Rs-2, Single Family Residential in anticipation of a new single-family residential subdivision. Only portions of the properties are included in the rezone request as the proposed subdivision will be developed in phases. Phase 1 is proposed at 15 building lots and one outlot for stormwater purposes on a cul-de-sac off of Ricky Drive. As the overall development progresses, additional rezoning requests will be submitted. The Applicant has provided a conceptual subdivision plan as a visual supplement to this rezone request.

According to the Land Use Map in the Comprehensive Plan, this area has been identified for single family residential development with pockets of resource protection. The submitted conceptual subdivision plan and Rs-2 zoning designation are consistent with the Land Use Map in the Comprehensive Plan. As such, staff is recommending approval of the proposed rezone request.

Representatives for the rezone request will be at the meeting to answer questions. The request is for a rezone only – no specific development approvals are requested at this time. Detailed subdivision plans will be submitted and reviewed by the Plan Commission following approval of the rezone.

The Plan Commission has reviewed this request and determined that the proposed rezone is appropriate for the area. Therefore, the Plan Commission recommends that the Common Council approve of the proposed rezone request.

Fiscal Impact: The rezoning of portions of these properties will allow the applicant to proceed with design and engineering for subdivision plans. It is currently anticipated that 15 new single-family residential lots will be created, generating positive fiscal impact in terms of tax base and impact fees.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant
Finance Director / Comptroller

ORDINANCE NO. 2745

By: _____

AN ORDINANCE TO REZONE PORTIONS OF THE PROPERTIES AT 3110, 3260, & 3300
E. ELM ROAD FROM A-1, LIMITED AGRICULTURAL TO RS-2, SINGLE FAMILY
RESIDENTIAL

(4th Aldermanic District)

WHEREAS, Timothy Wallen, MLG PF Oak Creek, LLC, has applied for a rezoning of portions of the properties at 3110 E. Elm Rd. (Tax Key No. 959-9991), 3260 E. Elm Rd. (Tax Key No. 960-9994), & 3300 E. Elm Rd. (Tax Key No. 960-9993-001) from A-1, Limited Agricultural to Rs-2, Single Family Residential.

WHEREAS, the properties are more precisely described as follows:

That part of the Southeast 1/4 of the Northeast 1/4 of Section 34 and the Southeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 35, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest Corner of the Northeast 1/4 of said Section 34; thence N 89°27'03" E along the South line of said Northeast 1/4, 2222.80 feet; thence N 00°49'13" W, 40.00 feet; thence S 89°27'03" W, 225.00 feet; thence N 00°49'13" W, 275.00 feet; thence S 89°27'03" W, 334.60 feet; thence N 00°49'13" W 1013.83 feet; thence N 89°20'34" E, 500.48 feet to the Point of Beginning; continuing thence N 89°20'34" E, 464.13 feet to the West line of the Northwest 1/4 of said Section 35; thence N 89°27'39" E, 856.58 feet; thence S 39°52'31" W, 161.23 feet; thence S 87°30'43" W, 114.04 feet; thence S 62°17'32" W, 113.94 feet; thence S 57°22'08" W, 265.76 feet; thence S 45°06'47" W, 112.03 feet; thence S 60°04'21" W, 77.57 feet; thence S 72°27'47" W, 79.08 feet; thence N 88°33'43" W, 80.05 feet; thence N 84°24'39" W, 157.79 feet; thence S 86°50'36" W, 20.12 feet; thence N 85°26'33" W, 295.70 feet; thence N 0°39'26" W, 413.43 feet to the Point of Beginning.

Said parcel contains 9.75 acres of land, more or less.

WHEREAS, the Plan Commission reviewed the application and recommended that the rezoning be approved; and

WHEREAS, the Common Council held a public hearing on said application on January 6, 2015 at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing and with the favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved; and

WHEREAS, following said public hearing and upon favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved for the lands hereinabove described.

NOW, THEREFORE, the Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands hereinabove described are hereby rezoned from A-1, Limited Agricultural to Rs-2, Single Family Residential and the Zoning Map of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.

SECTION 2: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 3: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 4: The rezoning shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.

Passed and adopted this 6th day of January, 2015

President, Common Council

Approved this 6th day of January, 2015

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

TO BE PUBLISHED DECEMBER 11 & 18, 2014

OFFICIAL NOTICE

**NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL**

PURPOSE: The purpose of this public hearing is to consider a request by Timothy Wallen, MLG PF Oak Creek, LLC, to rezone a portion of the properties at 3110, 3260, & 3300 E. Elm Rd. from A-1, Agricultural to Rs-2, Single Family Residential.

Hearing Date: Tuesday, January 6, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: Timothy Wallen, MLG PF Oak Creek, LLC
Property Owner: Oak Creek Land Investment, LLC
Property Location: 3110, 3260, & 3300 E. Elm Rd.
Tax Key(s): 959-9991, 960-9994, 960-9993-001

Legal Description:

That part of the Southeast 1/4 of the Northeast 1/4 of Section 34 and the Southeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 35, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

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Said parcel contains 9.75 acres of land, more or less.

The Common Council has scheduled other public hearings for January 6, 2015 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 768-6527, during regular business hours.

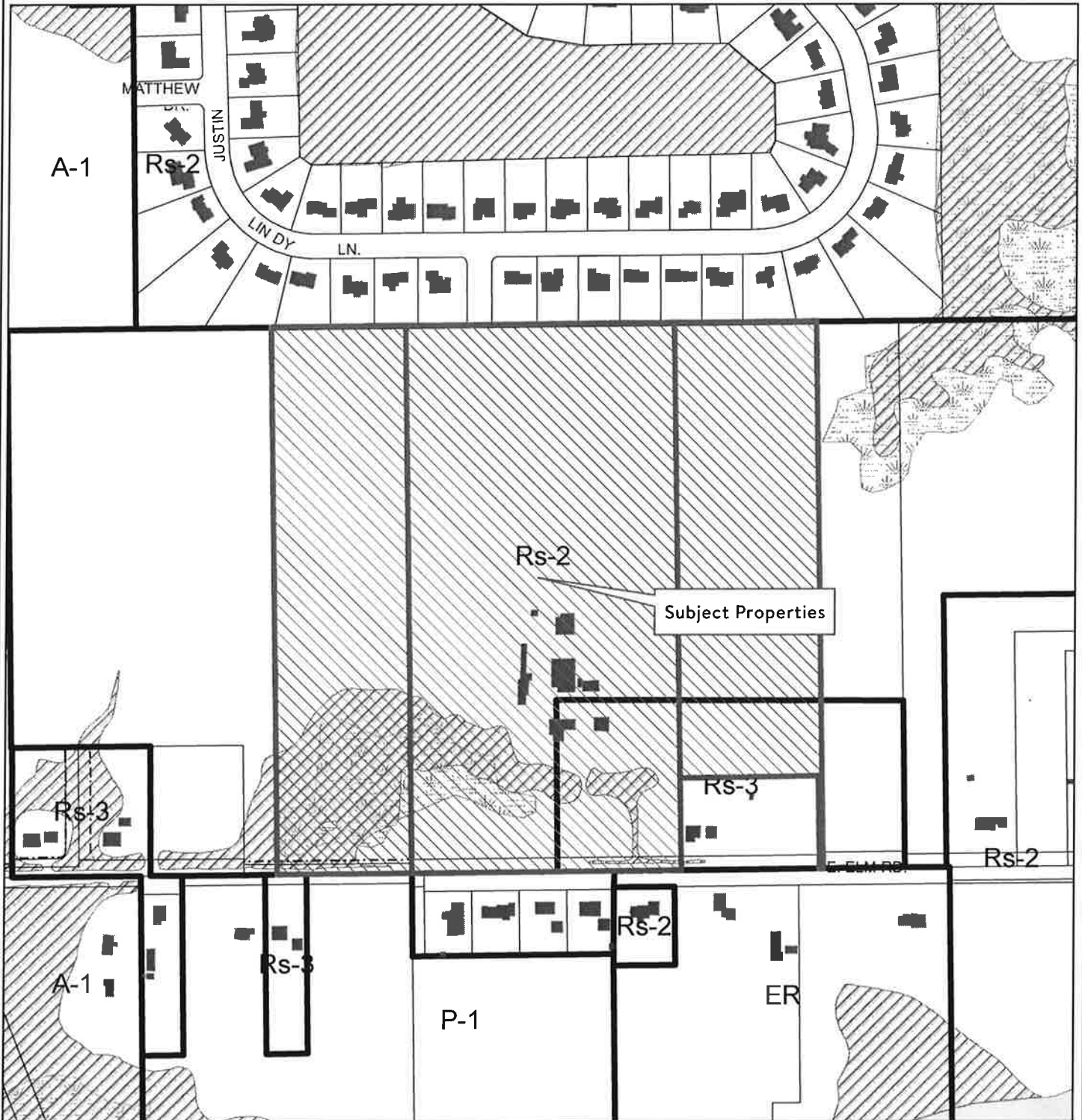
Date of Notice: December 4, 2014
CITY OF OAK CREEK COMMON COUNCIL
By: Steve Scaffidi, Mayor

PUBLIC NOTICE

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Location Map

3110, 3260, 3300 E. Elm Rd.



OAKCREEK

— WISCONSIN —

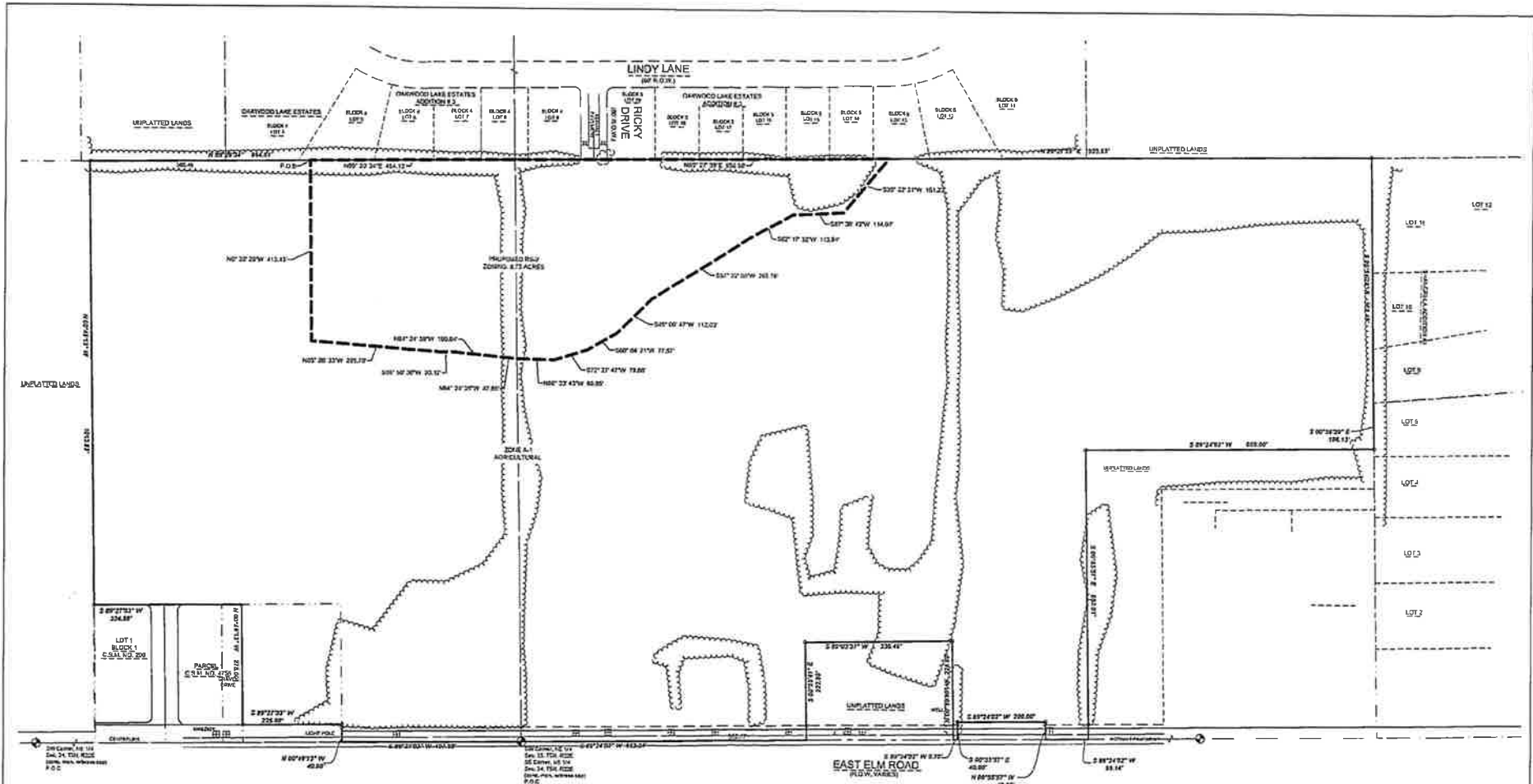
Department of Community Development



Legend

- 3110, 3260, 3300 E. Elm Rd.
- Floodfringe
- Wetland

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



VICINITY MAP



LEGAL DESCRIPTION OF AREA TO BE REZONED (FROM A-1 TO RS-2)

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

This part of the Southwest 1/4 of the Northwest 1/4 of Section 34 and the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, quantified and described as follows:

Commencing at the Southwest Corner of the Northeast 1/4 of said Section 34, thence N 89°27'10" E along the South line of said Northeast 1/4, 222.80 feet, thence N 92°47'12" W, 43.00 feet, thence S 87°32'12" W, 255.00 feet, thence N 80°47'12" W, 275.00 feet, thence S 82°27'12" W, 234.00 feet, thence N 100°47'12" W, 153.00 feet, thence N 89°27'10" E, 595.48 feet to the Point of Beginning, containing thence N 89°27'10" E, 454.12 feet to the West line of the Northeast 1/4 of said Section 34, thence N 89°27'10" E, 806.88 feet, thence S 29°52'31" W, 181.25 feet, thence S 87°30'42" W, 114.00 feet, thence S 01°12'32" W, 110.04 feet, thence S 67°22'00" W, 265.75 feet, thence S 47°32'47" W, 113.00 feet, thence S 69°24'12" W, 77.67 feet, thence S 72°27'42" W, 70.23 feet, thence N 89°27'10" E, 533.00 feet, thence N 84°34'38" W, 169.75 feet, thence N 89°27'10" W, 17.10 feet, thence N 05°32'32" W, 268.88 feet, thence N 89°27'10" W, 412.42 feet to the Point of Beginning.

Said parcel contains 0.78 acres of land, more or less.

REZONING EXHIBIT

OCTOBER 23, 2014

THE SIGMA GROUP
 Design, Source, Smart Solutions.
 www.thesignmigroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-663-4200
 Fax: 414-663-4210



TO BE PUBLISHED DECEMBER 11 & 18, 2014

OFFICIAL NOTICE

**NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL**

PURPOSE: The purpose of this public hearing is to consider a request by Leah Berlin, Kwik Trip, Inc., for a conditional use permit for a gasoline service station on the property at 7880 S. 10th St.

Hearing Date: Tuesday, January 6, 2014
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: Leah Berlin, Kwik Trip, Inc.
Property Owner: William F. Zimmerman
Property Location: 7880 S. 10th St.
Tax Key(s): 783-9073

Legal Description:

Lot Two (2) of Certified Survey Map No. 8065, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 30, 2008, as Document No. 9620153, being a redivision of Parcel Two (2) of Certified Survey Map No. 6809, being a part of the Southeast One-quarter (1/4) and the Southeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Eight (8), in Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, Milwaukee County, Wisconsin.

The Common Council has scheduled other public hearings for January 6, 2014 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 768-6527, during regular business hours.

Date of Notice: December 4, 2014
CITY OF OAK CREEK COMMON COUNCIL
By: Steve Scaffidi, Mayor

PUBLIC NOTICE

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City of Oak Creek Common Council Report

Meeting Date: January 6, 2015

Item No.: 8

Recommendation: That the Council adopts Ordinance No. 2744 approving a conditional use permit for a gasoline service station located at 7880 S. 10th St.

Background: At the November 25, 2014 meeting, the Plan Commission recommended Common Council approval of a conditional use permit for a gasoline service station at 7880 S. 10th St., to be operated by Kwik Trip, Inc. Gasoline service stations are conditional uses in the M-1, Manufacturing district.

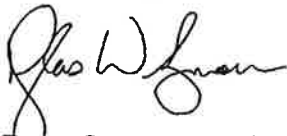
The proposal includes a 6,558 square-foot convenience store, 5 rows of gasoline pumps, 4 rows of diesel pumps, and an area for compressed natural gas (controlled access). Hours of operation are requested to be 24/7.

In addition to the conditional use request for a gasoline service station is a request for outdoor display areas. The Plan Commission discussed the requested areas and items for outdoor storage and display of retail merchandise, and approved the location of a propane cage on the side of the convenience store and two (2) ice machines along the delivery side of the building. Site, building, landscaping, lighting, and signage plan review will occur shortly after receiving Conditional Use approval for the proposal.

The attached conditions and restrictions were recommended for approval by the Plan Commission at their December 9, 2014 meeting.

Fiscal Impact: Approval of this use will allow a business to construct a new gasoline service station on a currently vacant lot. Taxes and impact fees generated from the development of this project would result in a positive fiscal impact for the City. Impact fees are estimated at \$4,100.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant
Finance Director/Comptroller

ORDINANCE NO. 2744

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR THE PROPERTY
AT 7880 S. 10th ST. FOR A GASOLINE SERVICE STATION

(2nd Aldermanic District)

WHEREAS, Kwik Trip, Inc. has applied for a Conditional Use Permit that would allow for a gasoline service station located at 7880 S. 10th St.; and

WHEREAS, this property is more precisely described as follows:

Lot Two (2) of Certified Survey Map No. 8065, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 30, 2008, as Document No. 9620153, being a redivision of Parcel Two (2) of Certified Survey Map No. 6809, being a part of the Southeast One-quarter (1/4) and the Southeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Eight (8), in Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, Milwaukee County, Wisconsin.

WHEREAS, the Plan Commission reviewed the request and recommended that the Conditional Use Permit be approved; and

WHEREAS, the Common Council held a public hearing on said request on January 6, 2015, at which time all interested parties appeared and were heard; and

WHEREAS, the Plan Commission had recommended that the application for a Conditional Use Permit be approved and authorized subject, however, to the imposition of certain conditions and restrictions upon the design, construction, location and operation of this Conditional Use and which conditions and restrictions are incorporated by reference into the Conditional Use Permit; and

WHEREAS, following said public hearing and upon recommendation of approval of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the Conditional Use Permit was approved and authorized for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Conditional Use.

NOW, THEREFORE, the Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Building Commissioner is hereby authorized to grant a Conditional Use Permit for a gasoline service station located at 7880 S. 10th St., which shall include the aforementioned conditions and restrictions.

SECTION 2: The Conditional Use is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for the gasoline service station.

SECTION 3: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 4: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

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

Passed and adopted this ___ day of _____, 2015

President, Common Council

Approved this ___ day of _____, 2015

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

TO BE PUBLISHED DECEMBER 11 & 18, 2014

OFFICIAL NOTICE

**NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL**

PURPOSE: The purpose of this public hearing is to consider a request by Leah Berlin, Kwik Trip, Inc., for a conditional use permit for a gasoline service station on the property at 7880 S. 10th St.

Hearing Date: Tuesday, January 6, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: Leah Berlin, Kwik Trip, Inc.
Property Owner: William F. Zimmerman
Property Location: 7880 S. 10th St.
Tax Key(s): 783-9073

Legal Description:

Lot Two (2) of Certified Survey Map No. 8065, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 30, 2008, as Document No. 9620153, being a redivision of Parcel Two (2) of Certified Survey Map No. 6809, being a part of the Southeast One-quarter (1/4) and the Southeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Eight (8), in Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, Milwaukee County, Wisconsin.

The Common Council has scheduled other public hearings for January 6, 2015 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 768-6527, during regular business hours.

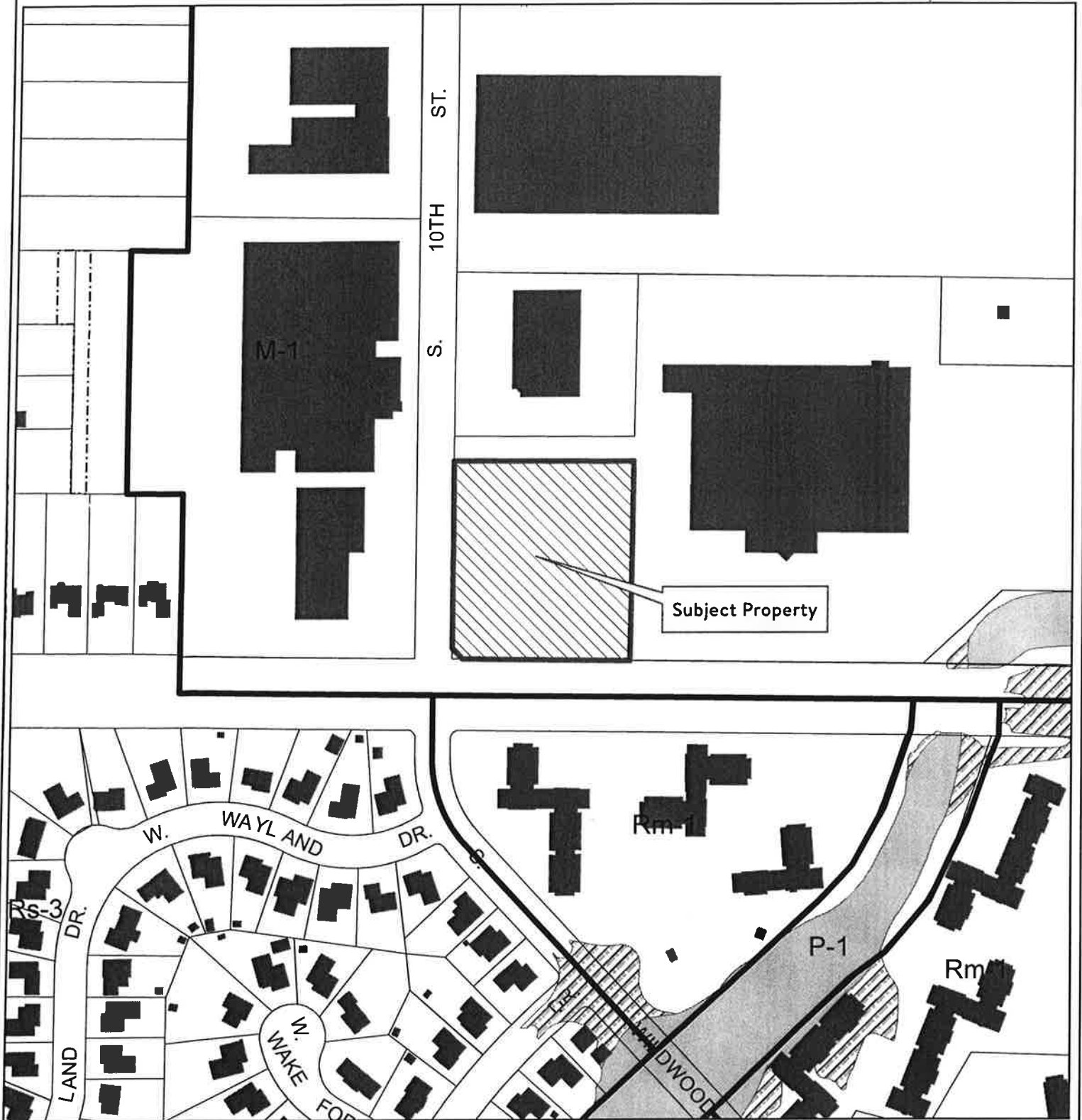
Date of Notice: December 4, 2014
CITY OF OAK CREEK COMMON COUNCIL
By: Steve Scaffidi, Mayor

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, preferable 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 South Howell Avenue, Oak Creek, Wisconsin 53154.

Location Map

7880 S. 10th St.



Subject Property



OAKCREEK
— WISCONSIN —

Department of Community Development



Legend

-  7880 S. 10th St.
-  Floodfringe
-  Floodway

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

City of Oak Creek – Conditional Use Permit
Conditions and Restrictions

Applicant: Kwik Trip, Inc.
Property Address: 7880 S. 10th St.
Tax Key Number: 783-9073
Conditional Use: Gasoline Service Station with Compressed Natural Gas

Approved by Plan Commission: 12-9-14
Approved by Common Council: TBD
(Ord. #2744)

1. LEGAL DESCRIPTION

Lot Two (2) of Certified Survey Map No. 8065, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 30, 2008, as Document No. 9620153, being a redivision of Parcel Two (2) of Certified Survey Map No. 6809, being a part of the Southeast One-quarter (1/4) and the Southwest One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Eight (8), in Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, Milwaukee County, Wisconsin.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. A precise detailed site plan for the area affected by the conditional use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) **General Development Plan**

- a) Detailed building locations with setbacks
- b) Square footage of building
- c) Areas for future expansion
- d) Area to be paved
- e) Access drives (width and location)
- f) Sidewalk locations
- g) Parking layout and traffic circulation
 - i) location
 - ii) number of employees
 - iii) number of spaces
 - iv) dimensions
 - v) setbacks
- h) Location of loading berths
- i) Location of sanitary sewer (existing & proposed)
- j) Location of water (existing & proposed)
- k) Location of storm sewer (existing & proposed)
- l) Precise location of outdoor storage
- m) Location of wetlands (field verified)
- n) Location, square footage and height of signs
- o) A description of the vehicles, materials and equipment to be stored at the site

2) **Landscape Plan**

- a) Screening plan for outdoor storage
- b) Number, initial size and type of plantings
- c) Parking lot screening/berming

3) **Building Plan**

- a) Architectural elevations
- b) Building floor plans
- c) Materials of construction

4) **Lighting Plan**

- a) Types of fixtures
- b) Mounting heights
- c) Types of poles
- d) Photometrics of proposed fixtures

5) **Grading, Drainage and Stormwater Management Plan**

- a) Contours (existing & proposed)
- b) Location of storm sewer (existing and proposed)
- c) Location of stormwater management structures and basins (if required)

6) **Fire Protection**

- a) Location of existing and proposed fire hydrants
- b) Interior floor plan
- c) Materials of construction

- B. All plans for new buildings, additions, or exterior remodeling shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.
- C. For any new buildings or structures and additions, site grading and drainage, stormwater management and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.
- D. Plans and specifications for any necessary public improvements within developed areas (e.g. sanitary sewer, water main, storm sewer, etc.) shall be subject to approval by the City Engineer.
- E. If required by the City of Oak Creek, public easements for telephone, electric power, sanitary sewer, storm sewer and water main shall be granted. Said easements shall be maintained free and clear of any buildings, structures, trees or accessory outdoor appurtenances. Shrubbery type plantings shall be permitted; provided there is access to each of the aforementioned systems and their appurtenances.
- F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- G. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit.

3. PARKING AND ACCESS

- A. Parking requirements for this project shall be provided in accordance with Section 17.0403(j)(6)(f) of the Municipal Code.
- B. Where 90° parking is indicated on the site plans, individual-parking stalls shall be nine (9) feet in width by eighteen (18) feet in length. The standards for other types of angle parking shall be those as set forth in Section 17.0403(d) of the Municipal Code.
- C. Movement aisles for 90° parking shall be at least twenty-two (22) feet in width.
- D. All off-street parking areas shall be surfaced with an all-weather wearing surface of plant mix asphaltic concrete over crushed stone base subject to approval by the City Engineer. A proposal to use other materials shall be submitted to the Plan Commission and the Engineering Department for approval.
- E. Other parking arrangements, showing traffic circulation and dimensions, shall be submitted to the Plan Commission for approval.
- F. All driveway approaches to this property shall be in compliance with all the standards set forth in Chapter 6 of the Oak Creek Municipal Code. Any off-site improvements shall be the responsibility of the property owner.
- G. All off street parking areas shall be landscaped in accordance with Sections 17.0330 & 17.0403 of the Municipal Code.

4. LIGHTING

All plans for new outdoor lighting shall be reviewed and approved by the Electrical Inspector in accordance with Section 17.0808 of the Municipal Code.

5. LANDSCAPING

- A. **Parking Lot Screening.** Those parking areas for five (5) or more vehicles if adjoining a residential zoning district line or public right-of-way shall be screened from casual view by an earth berm, a solid wall, fence, evergreen planting of equivalent visual density or other effective means approved by the City Plan Commission. Such fence or berm and landscaping together shall be an average of three (3) feet in height between the parking and the street right-of-way. All screening materials shall be placed and maintained at a minimum height of three (3) feet.
1. At least one ornamental deciduous tree, no less than 2.5" caliper, shall be incorporated into the design for every 35 linear feet of public street frontage.
 2. At least 25% of the total green space area shall be landscaped utilizing plant materials, other than maintained turf, that contribute to ground coverage.
 3. For purposes of determining the number of plants necessary to meet the minimum 25% ground coverage requirement, plant types are categorized by their general size and potential mature at-grade coverage area.

<u>Plant Type</u>	<u>Area of Coverage Provided</u>
Evergreen Tree (>8' Dia.)	75 sq. ft.
Large Shrub (6-8' Dia.)	38 sq. ft.
Medium Shrub (4-6' Dia.)	20 sq. ft.
Small Shrub (2-4' Dia.)	12 sq. ft.
Perennial (4.5" Pot)	6 sq. ft.

* Note shade and ornamental trees are not considered a plant type contributing to "at grade" coverage.

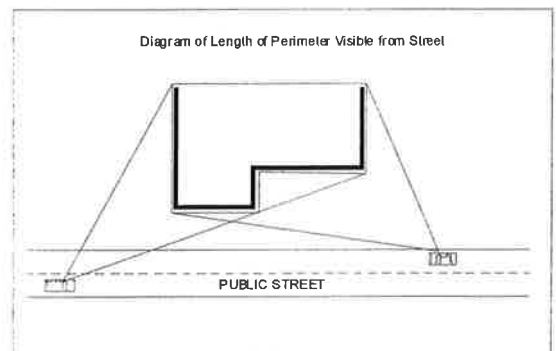
4. To assure a diversity of color, texture and year-round interest, the total number of plant materials must be comprised of a minimum 25% evergreens, but no more than 70%.
- B. **Interior Landscape Area.** All public off-street parking lots which serve five (5) vehicles or more shall be provided with accessory landscaped areas; which may be landscape islands, landscape peninsulas or peripheral plantings totaling not less than five (5) percent of the surfaced area. Landscape islands or peninsulas shall be dispersed throughout the off-street parking area. Landscape islands shall provide a minimum 30-inch clear area for vehicle overhang and snow storage. One shade tree shall be provided within the interior planting area for every 300 square feet of interior landscaping.
- C. **Perimeter Landscape Area.** In an effort to prevent adjacent parking lots from becoming one large expanse of paving, perimeter landscaping shall be required. The perimeter strip shall be a minimum 5 feet in width. A minimum of one tree and five shrubs is required for every 35 linear feet of the perimeter of the parking area and located within the perimeter landscape area.
- D. **Landscaping Adjacent to Buildings.** There shall be a minimum three-foot landscaped area provided between the edge of pavement and the entrance elevation of the building.
- E. **Screening of Trash.** Trash receptacles shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
- F. **Screening of Ground Mounted Mechanical Equipment.** Ground mounted mechanical equipment shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
- G. **Screening of Roof Mounted Mechanical Equipment -** Roof mounted mechanical equipment shall be screened from casual view.

- H. Retaining Walls. No retaining wall shall exceed four (4) feet in height unless it has been designed and its construction supervised by a Professional Engineer. A retaining wall may be stepped to achieve greater height. Each step of the wall shall be no more than four (4) feet in height and shall be set back a minimum of three (3) feet from the previous step. Acceptable materials for retaining walls are: segmental masonry type, timber, railroad ties, or concrete
- I. Berms. Side slopes of berms shall not exceed a gradient of 1-ft. vertical to 3-ft. horizontal unless approved by the City Engineer.
- J. Buffer Yards. Appropriate buffers shall be provided between dissimilar uses as set forth in Section 17.0205 (d) of the Municipal Code.
- K. Submittal Requirements. A Landscape Plan (to scale) must be submitted which includes details of all proposed landscaping, buffering and screening, including the estimated cost of the landscaping. These plans shall be prepared by a landscape professional and show the location and dimensions of all existing and proposed structures, parking, drives, right-of-ways and any other permanent features, and all other information required by the Plan Commission, including but not limited to the following:
 1. A plant list and coverage chart showing the location, quantity, size (at time of planting and at maturity), spacing and the scientific and common names of all landscape materials used.
 2. The location and type of existing trees over four (4) inches in diameter (measured six (6) inches above the ground) within the area to be developed.
 3. The location and percent of slope of all proposed berms using one (1) foot contours.
 4. Detailed sections showing elevations of all proposed architectural features, such as walls, lighting or water features.
 5. Methods used in staking, mulching, wrapping or any other early tree care used.
 6. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule.

6. ARCHITECTURAL STANDARDS

A. No building shall be permitted if the design or exterior appearance is of such unorthodox or abnormal character in relation to its surroundings as to be unsightly or offensive to generally accepted taste and community standards.

B. No building shall be permitted where any exposed facade is not constructed or faced with a finished material which is aesthetically compatible with the other facades of surrounding properties and presents an attractive appearance to the public. Predominant exterior building materials must be of high quality. These include, but are not limited to brick, stone and tinted/textured concrete masonry units (CMUs). Smooth-faced concrete block, EIFS products (such as Dryvit) or pre-fabricated steel panels are not permitted as a primary exterior building material.



C. The facade of a manufacturing, commercial, office, institutional, or park building shall be finished with an aesthetically pleasing material. A minimum of seventy-five (75) percent of the visible perimeter (see diagram) shall be finished with glass, brick or decorative masonry material.

D. Material and color samples shall be submitted to the Plan Commission for review and approval.

- E. The Plan Commission has the discretion to adjust this minimum for building additions.
- F. The relative proportion of a building to its neighboring buildings or to other existing buildings shall be maintained or enhanced when new buildings are built or when existing buildings are remodeled or altered.
- G. Each principal building shall have a clearly defined, highly visible customer entrance with features such as canopies or porticos, arcades, arches, wing walls, and integral planters.
- H. Sides of a building that are visible from adjoining residential properties and/or public streets should contribute to the pleasing scale features of the building by featuring characteristics similar to the front façade of the building.
- I. Dumpsters and other trash receptacles shall be fenced and/or screened from view from street rights-of-way and adjacent residential uses.
- J. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule; as well as the approved protection of the identified wetlands and woodlands on the approved plan.

7. BUILDING AND PARKING SETBACKS

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure	40'	20'	20'
Accessory Structure*	40'	20'	20'
Off-street Parking	40'	0'	0'

* No accessory structures shall be permitted in the front yard.

8. MAINTENANCE AND OPERATION

- A. The number, size, location and screening of appropriate solid waste collection units shall be subject to approval of the Plan Commission as part of the required site plan. Solid waste collection and recycling shall be the responsibility of the owner.
- B. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the owners.

9. SIGNS

All signs shall conform to the provisions of Sec. 17.0706 of the Municipal Code.

10. PERMITTED USES

- A. All permitted uses in the M-1, Manufacturing zoning district.
- B. One (1) gasoline service station with diesel pumps and compressed natural gas.
- C. Outdoor storage and display of retail merchandise is limited to ice machines along the service area of the building, and a propane tank cage along the front or side of the building.
- D. Usual and customary accessory uses to the above listed permitted uses.

11. TIME OF COMPLIANCE

The operator of the conditional use shall commence work in accordance with these conditions and restrictions for the conditional use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a conditional use permit. This conditional use approval shall expire within twelve (12) months after the date of adoption of the ordinance if a building permit has not been issued for this use. The applicant shall re-apply for a conditional use approval, prior to recommencing work or construction.

12. OTHER REGULATIONS

Compliance with all other applicable City, State, DNR and Federal regulations, laws, ordinances, and orders not heretofore stated or referenced, is mandatory.

13. VIOLATIONS & PENALTIES

Any violations of the terms of this conditional use permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances. If the owner, applicant or operator of the conditional use permit is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the city shall have the right to revoke this conditional use permit, subject to the provisions of paragraph 14 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this conditional use permit or to seek an injunction regarding any violation of this conditional use permit or any other city ordinances.

14. REVOCAION

Should an applicant, his heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use as set forth in Section 17.1007 of the Municipal Code.

15. ACKNOWLEDGEMENT

The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns.

Owner / Authorized Representative Signature

Date

(please print name)

City of Oak Creek Common Council Report

Meeting Date: January 6, 2015

Item No.: 9

Recommendation: That the Common Council approve Resolution #11580-010615 authorizing the issuance and sale of \$20,500,000 in General Obligation Refunding Bonds Series 2015A.

Background: At its May 20, 2014 meeting, the Council approved the issuance and sale of \$20,500,000 in General Obligation Promissory Notes (see attached Common Council Report). These bonds were intended to provide temporary funding for the construction of a new City Hall, Library, and Fire Station #1. In order to limit interest rate risk, City staff has worked with our financial advisor to provide permanent financing for this project and recommends the sale and issuance of these refunding bonds.

The City has utilized the services of Quarles & Brady as bond counsel as well as Paul Thompson of Hutchinson, Shockey, Erley & Co. to prepare and issue all of the required documentation for these bonds. Mr. Thompson will be at the council meeting to answer questions and provide the Council with the interest rates obtained for the sale of these bonds. Moods Investor Services has issued an Aa2 rating for these bonds and reaffirmed the rating of Aa2 and MIG1 for other outstanding bonds and notes.

Attached to this report is a spreadsheet from 2011 which was originally approved in concept by the Council prior to taking on debt for projects which the Council wished to advance including: Civic Center, Fire Station #1, Lakefront, Drexel Avenue, and Drexel Avenue Interchange. At the time of this conceptual approval, assumptions were made as to the debt schedules as well as the revenues to repay the debt. Since that time, debt schedules have been finalized and revenues further refined which show how the City has accomplished these significant Council and community objectives in addition to providing for \$1 million in its annual street maintenance program. An updated debt schedule with this bond refinancing is attached.

Fiscal Impact: The principal and interest payments on these bonds will be paid from revenue received from Utility Aid payments and impact fees. No tax or fee increases are necessary for this financing.

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

2011

CITY OF OAK CREEK

Revised Long Range Capital Needs - Using Utility Aid & Existing Revenues

No New or Additional Property Taxes or Fees

	EXPENDITURES							REVENUES			Available Annual Funding	Balance of Capital Reserve			
	\$ 7,000,000 Street Garage	\$ 15,000,000 Civic Center	\$ 3,500,000 Fire Station No. 1	\$ 12,000,000 Lakefront	\$ 6,000,000 Drexel Avenue	\$ 4,500,000 Drexel Interchange	Police Debt	Total Annual Debt/CIP	Total Annual Expenditures	Existing Tax Levy *			Impact Fees	Utility Aid	
2011													\$ 1,200,000		
2012	\$ 497,125			\$ 1,000,000			\$ 1,003,609	\$ 2,500,734	\$ 1,000,000	\$ 3,500,734	\$ 850,000	\$ 85,000	\$ 3,300,000	\$ 5,435,000	\$ 1,934,266
2013	\$ 517,188			\$ 1,000,000			\$ 922,125	\$ 2,439,313	\$ 900,000	\$ 3,339,313	\$ 850,000	\$ 272,125	\$ 3,300,000	\$ 6,356,391	\$ 3,017,078
2014	\$ 511,859		\$ 236,063		\$ 424,500	\$ 307,344	\$ 955,125	\$ 2,434,891	\$ 900,000	\$ 3,334,891	\$ 850,000	\$ 160,000	\$ 3,300,000	\$ 7,327,078	\$ 3,992,187
2015	\$ 506,531	\$ 1,001,125	\$ 256,125		\$ 430,750	\$ 311,688	\$ 985,969	\$ 3,492,188	\$ 950,000	\$ 4,442,188	\$ 850,000	\$ 135,000	\$ 3,300,000	\$ 8,277,187	\$ 3,835,000
2016	\$ 500,344	\$ 1,004,625	\$ 254,438	\$ 500,000	\$ 427,938	\$ 309,719	\$ 988,688	\$ 3,985,750	\$ 950,000	\$ 4,935,750	\$ 850,000	\$ 135,000	\$ 3,300,000	\$ 8,120,000	\$ 3,184,250
2017	\$ 517,406	\$ 998,719	\$ 252,375	\$ 550,000	\$ 424,500	\$ 332,125	\$ 988,406	\$ 4,063,531	\$ 950,000	\$ 5,013,531	\$ 850,000	\$ 135,000	\$ 3,300,000	\$ 7,469,250	\$ 2,455,719
2018	\$ 508,031	\$ 991,500	\$ 249,938	\$ 625,000	\$ 445,219	\$ 328,875		\$ 3,148,563	\$ 975,000	\$ 4,123,563	\$ 850,000	\$ 50,000	\$ 3,300,000	\$ 6,655,719	\$ 2,532,156
2019	\$ 521,656	\$ 1,007,750	\$ 247,125	\$ 625,000	\$ 415,313	\$ 325,125		\$ 3,141,969	\$ 975,000	\$ 4,116,969	\$ 850,000	\$ 50,000	\$ 3,300,000	\$ 6,732,156	\$ 2,615,187
2020	\$ 508,656	\$ 997,438	\$ 243,938	\$ 675,000	\$ 434,719	\$ 320,875		\$ 3,180,625	\$ 975,000	\$ 4,155,625	\$ 850,000	\$ 50,000	\$ 3,300,000	\$ 6,815,187	\$ 2,659,562
2021	\$ 520,156	\$ 1,010,469	\$ 240,375	\$ 675,000	\$ 428,188	\$ 316,125		\$ 3,190,313	\$ 1,000,000	\$ 4,190,313	\$ 850,000	\$ 50,000	\$ 3,300,000	\$ 6,859,562	\$ 2,669,250
2022	\$ 506,156	\$ 996,813	\$ 236,438	\$ 715,000	\$ 420,969	\$ 310,875		\$ 3,186,250	\$ 1,000,000	\$ 4,186,250	\$ 850,000	\$ 50,000	\$ 3,300,000	\$ 6,869,250	\$ 2,683,000
2023	\$ 516,656	\$ 1,006,375	\$ 256,750	\$ 715,000	\$ 413,063	\$ 329,750		\$ 3,237,594	\$ 1,000,000	\$ 4,237,594	\$ 850,000	\$ 50,000	\$ 3,300,000	\$ 6,883,000	\$ 2,645,406
2024	\$ 526,156	\$ 1,013,750	\$ 251,281	\$ 715,000	\$ 404,469	\$ 322,719		\$ 3,233,375	\$ 1,000,000	\$ 4,233,375	\$ 850,000	\$ 50,000	\$ 3,300,000	\$ 6,845,406	\$ 2,612,031
2025	\$ 510,156	\$ 994,219	\$ 245,375	\$ 742,813	\$ 444,313	\$ 315,125		\$ 3,252,000	\$ 1,000,000	\$ 4,252,000	\$ 850,000	\$ 50,000	\$ 3,300,000	\$ 6,812,031	\$ 2,560,031
2026	\$ 518,656	\$ 997,687	\$ 239,250	\$ 744,313	\$ 432,938	\$ 307,250		\$ 3,240,093	\$ 1,100,000	\$ 4,340,093	\$ 750,000	\$ 50,000	\$ 3,300,000	\$ 6,660,031	\$ 2,319,938
2027	\$ 525,594	\$ 999,500	\$ 257,438	\$ 744,625	\$ 421,156	\$ 323,625		\$ 3,271,938	\$ 1,100,000	\$ 4,371,938	\$ 750,000	\$ 50,000	\$ 3,300,000	\$ 6,419,938	\$ 2,048,000
2028	\$ 530,641	\$ 999,563	\$ 249,938	\$ 744,781	\$ 433,500	\$ 314,250		\$ 3,272,672	\$ 1,100,000	\$ 4,372,672	\$ 750,000	\$ 50,000	\$ 3,300,000	\$ 6,148,000	\$ 1,775,328
2029	\$ 534,313	\$ 997,844	\$ 242,188	\$ 747,750	\$ 419,938	\$ 329,063		\$ 3,271,094	\$ 1,100,000	\$ 4,371,094	\$ 750,000	\$ 50,000	\$ 3,300,000	\$ 5,875,328	\$ 1,504,235
2030	\$ 561,688	\$ 994,250	\$ 258,688	\$ 748,000	\$ 405,938	\$ 318,063		\$ 3,286,625	\$ 1,100,000	\$ 4,386,625	\$ 750,000	\$ 50,000	\$ 3,300,000	\$ 5,604,235	\$ 1,217,610
2031		\$ 1,503,250	\$ 249,688	\$ 749,000	\$ 440,938	\$ 307,063		\$ 3,249,938	\$ 1,100,000	\$ 4,349,938	\$ 750,000	\$ 50,000	\$ 3,300,000	\$ 5,317,610	\$ 967,672
2032		\$ 1,500,250	\$ 240,406	\$ 755,594	\$ 424,438	\$ 320,188		\$ 3,240,875	\$ 1,100,000	\$ 4,340,875	\$ 750,000	\$ 50,000	\$ 3,300,000	\$ 5,067,672	\$ 726,797
2033		\$ 1,517,969	\$ 255,313	\$ 756,625	\$ 382,969	\$ 331,906		\$ 3,244,781	\$ 1,225,000	\$ 4,469,781	\$ 625,000	\$ 50,000	\$ 3,300,000	\$ 4,701,797	\$ 232,016
2034		\$ 1,505,344		\$ 759,438				\$ 2,264,781	\$ 1,225,000	\$ 3,489,781			\$ 3,300,000	\$ 3,532,016	\$ 42,235
2035				\$ 774,094				\$ 774,094	\$ 1,400,000	\$ 2,174,094			\$ 3,300,000	\$ 3,342,235	\$ 1,168,141

This Worksheet assumes the following:

- + "Available Funding" is calculated as annual \$3.3 million from utility aid payment plus tax levy plus impact fees plus the balance of prior year Capital Reserve.
- + Based on interest rates as of November 4, 2011
- + No revenue from land sales @ Delphi or Lakeview sites.
- + No TID at 27th & Drexel
- + No grants
- + No repayment of loan at Delphi site
- + \$2,000,000 cash layout in 2012-2014 for public space at lakefront, thereafter financing of \$10 million for various projects at Lakefront.
- * Tax levy is current amount levied for Police Station Debt.

CITY OF OAK CREEK

Revised Long Range Capital Needs - Using Utility Aid & Existing Revenues No New or Additional Property Taxes or Fees

	EXPENDITURES										REVENUES				Available Annual Funding	Balance of Capital Reserve
	Street Garage	Civic Center Fire Station #1	Lakefront	Drexel Avenue	Drexel Interchange	Police Debt	Total Annual Debt/CIP	Annual Street Prgm	Total Annual Expenditures	Existing Tax Levy *	TIF #7 Debt Offset	Impact Fees	Utility Aid			
2011																
2012	\$ 497,125		\$ -			\$ 1,003,609	\$ 1,500,734	\$ 1,000,000	\$ 2,500,734	\$ 850,000	\$ -	\$ 825,000	\$ 3,283,441	\$ 4,958,441	\$ 3,657,707	
2013	\$ 517,188		\$ -		\$ 138,000	\$ 922,125	\$ 1,577,313	\$ 1,000,000	\$ 2,577,313	\$ 850,000	\$ -	\$ 291,871	\$ 3,148,000	\$ 4,289,871	\$ 5,370,265	
2014	\$ 511,859		\$ 766,234	\$ 423,569	\$ 92,000	\$ 955,125	\$ 2,748,787	\$ 1,000,000	\$ 3,748,787	\$ 850,000	\$ -	\$ 452,125	\$ 3,125,000	\$ 4,427,125	\$ 6,048,603	
2015	\$ 506,531	\$ 607,259	\$ 737,000	\$ 420,500	\$ 200,066	\$ 985,969	\$ 3,457,325	\$ 1,000,000	\$ 4,457,325	\$ 850,000	\$ 30,000	\$ 213,469	\$ 3,125,000	\$ 4,218,469	\$ 5,809,747	
2016	\$ 500,344	\$ 1,321,687	\$ 725,500	\$ 440,750	\$ 207,843	\$ 988,688	\$ 4,184,811	\$ 1,000,000	\$ 5,184,811	\$ 850,000	\$ 30,000	\$ 216,188	\$ 3,125,000	\$ 4,221,188	\$ 4,846,123	
2017	\$ 517,406	\$ 1,383,437	\$ 720,000	\$ 435,750	\$ 204,093	\$ 988,406	\$ 4,249,093	\$ 1,000,000	\$ 5,249,093	\$ 850,000	\$ 30,000	\$ 215,906	\$ 3,125,000	\$ 4,220,906	\$ 3,817,937	
2018	\$ 508,031	\$ 1,369,437	\$ 736,500	\$ 428,250	\$ 200,343		\$ 3,242,561	\$ 1,000,000	\$ 4,242,561	\$ 850,000	\$ 30,000	\$ 35,000	\$ 3,125,000	\$ 4,040,000	\$ 3,615,376	
2019	\$ 521,656	\$ 1,380,187	\$ 727,500	\$ 418,250	\$ 195,968		\$ 3,243,561	\$ 1,000,000	\$ 4,243,561	\$ 850,000	\$ 30,000	\$ 35,000	\$ 3,125,000	\$ 4,040,000	\$ 3,411,814	
2020	\$ 508,656	\$ 1,386,687	\$ 734,500	\$ 434,125	\$ 190,968		\$ 3,254,936	\$ 1,000,000	\$ 4,254,936	\$ 850,000	\$ 30,000	\$ 35,000	\$ 3,125,000	\$ 4,040,000	\$ 3,196,878	
2021	\$ 520,156	\$ 1,388,812	\$ 715,500	\$ 424,500	\$ 210,468		\$ 3,259,436	\$ 1,000,000	\$ 4,259,436	\$ 850,000	\$ 30,000	\$ 35,000	\$ 3,125,000	\$ 4,040,000	\$ 2,977,442	
2022	\$ 506,156	\$ 1,386,187	\$ 721,500	\$ 438,000	\$ 205,218		\$ 3,257,061	\$ 1,000,000	\$ 4,257,061	\$ 850,000	\$ 30,000	\$ 35,000	\$ 3,125,000	\$ 4,040,000	\$ 2,760,381	
2023	\$ 516,656	\$ 1,378,687	\$ 731,500	\$ 426,000	\$ 200,718		\$ 3,253,561	\$ 1,000,000	\$ 4,253,561	\$ 850,000	\$ 30,000	\$ 35,000	\$ 3,125,000	\$ 4,040,000	\$ 2,546,819	
2024	\$ 526,156	\$ 1,443,687	\$ 638,125	\$ 438,500	\$ 196,218		\$ 3,242,686	\$ 1,000,000	\$ 4,242,686	\$ 850,000	\$ 30,000	\$ 35,000	\$ 3,125,000	\$ 4,040,000	\$ 2,344,133	
2025	\$ 510,156	\$ 1,431,187	\$ 647,375	\$ 425,500	\$ 191,718		\$ 3,205,936	\$ 1,000,000	\$ 4,205,936	\$ 850,000	\$ 30,000	\$ 35,000	\$ 3,125,000	\$ 4,040,000	\$ 2,178,197	
2026	\$ 518,656	\$ 1,437,187	\$ 655,750	\$ 437,000	\$ 187,218		\$ 3,235,811	\$ 1,100,000	\$ 4,335,811	\$ 850,000	\$ 30,000	\$ 10,000	\$ 3,125,000	\$ 4,015,000	\$ 1,857,386	
2027	\$ 525,594	\$ 1,411,562	\$ 638,250	\$ 424,094	\$ 207,234		\$ 3,206,734	\$ 1,100,000	\$ 4,306,734	\$ 850,000	\$ 30,000	\$ 10,000	\$ 3,125,000	\$ 4,015,000	\$ 1,565,652	
2028	\$ 530,641	\$ 1,384,687	\$ 645,750	\$ 436,859	\$ 201,765		\$ 3,199,702	\$ 1,100,000	\$ 4,299,702	\$ 850,000	\$ 30,000	\$ 10,000	\$ 3,125,000	\$ 4,015,000	\$ 1,280,950	
2029	\$ 534,313	\$ 1,380,937	\$ 652,375	\$ 424,203	\$ 196,187		\$ 3,188,015	\$ 1,100,000	\$ 4,288,015	\$ 850,000	\$ 30,000	\$ 10,000	\$ 3,125,000	\$ 4,015,000	\$ 1,007,936	
2030	\$ 561,688	\$ 1,384,750	\$ 658,125	\$ 435,875	\$ 190,500		\$ 3,230,938	\$ 1,100,000	\$ 4,330,938	\$ 850,000	\$ 30,000	\$ 10,000	\$ 3,125,000	\$ 4,015,000	\$ 691,998	
2031		\$ 1,765,468	\$ 638,000	\$ 421,875	\$ 184,703		\$ 3,010,046	\$ 1,100,000	\$ 4,110,046	\$ 850,000	\$ 30,000	\$ 10,000	\$ 3,125,000	\$ 4,015,000	\$ 596,952	
2032		\$ 1,737,875	\$ 642,875	\$ 432,438	\$ 203,375		\$ 3,016,563	\$ 1,100,000	\$ 4,116,563	\$ 850,000	\$ 30,000	\$ -	\$ 3,125,000	\$ 4,005,000	\$ 485,389	
2033		\$ 1,683,875	\$ 646,875				\$ 2,330,750	\$ 1,225,000	\$ 3,555,750	\$ 850,000	\$ -	\$ -	\$ 3,125,000	\$ 3,975,000	\$ 904,639	
2034		\$ 1,653,437					\$ 1,653,437	\$ 1,225,000	\$ 2,878,437	\$ 850,000			\$ 3,125,000	\$ 3,975,000	\$ 2,001,202	
2035							\$ -	\$ 1,400,000	\$ 1,400,000				\$ 3,125,000	\$ 3,125,000	\$ 3,726,202	

This Worksheet assumes the following:

- + "Available Funding" is calculated as annual \$3.3 million from utility aid payment plus tax levy plus impact fees plus the balance of prior year Capital Reserve.
- + Based on interest rates of 3.5% June 2013
- + No revenue from land sales @ Delphi or Lakeview sites.
- + No TID at 27th & Drexel
- + No grants
- + No replayment of loan at Delphi site
- + \$2,000,000 cash layout in 2012-2014 for public space at lakefront, thereafter financing of \$10 million for various projects at Lakefront.
- * Tax levy is current amount levied for Police Station Debt.

City of Oak Creek Common Council Report

Meeting Date: May 20, 2014

Item No.: 5

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

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

The City has utilized the services of Quarles & Brady as bond counsel, as well as Paul Thompson of Hutchinson, Shockey, Erley & Co. to prepare and issue all of the required documentation for these notes. Mr. Thompson will be at the Council meeting to answer questions and provide the City with the rates for the sale of these notes. Moody's Investor Services has issued a MIG1 rating and affirmed the City's Aa2 rating for these notes.

This is the final issuance that was included in the City's Long Range Capital Needs funding plan. No new property taxes or fees have been, or are expected, to be needed or used to pay for the annual principal and interest costs for paying these bonds and notes. The City Administrator, Finance Director/Comptroller, Mr. Thompson, and Moody's analysts are closely reviewing and monitoring the City's original plan and updating the information as both temporary and permanent financing is in place.

Fiscal Impact: The principal and interest payments on these bonds will be paid from revenue received from utility aid payments. No tax or fee increases are necessary for this financing. The initial financing is a short term note which will be refinanced into a long term bond at maturity.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

RESOLUTION NO. 11580-010615

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$20,500,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A

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 purpose of paying the cost of refinancing certain outstanding obligations of the City, to wit: the General Obligation Promissory Notes, dated June 3, 2014 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations on their April 1, 2015 maturity date 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 the 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 TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, general obligation refunding bonds aggregating the principal amount of TWENTY MILLION FIVE HUNDRED THOUSAND DOLLARS (\$20,500,000) (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 2015A"; shall be issued in the aggregate principal amount of \$20,500,000; shall be dated January 20, 2015; 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 June 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 June 1 and December 1 of each year commencing on

December 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 June 1, 2026 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on June 1, 2025 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 2033 for the payments due in the years 2015 through 2034 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 interest on the Bonds coming due on December 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 \$20,500,000 General Obligation Refunding Bonds, Series 2015A, dated January 20, 2015" (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. 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 18. 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 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded January 6, 2015.

Stephen Scaffidi
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

DRAFT

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 June 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 June 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on June 1, ____

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

For the Term Bonds Maturing on June 1, ____

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

For the Term Bonds Maturing on June 1, ____

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

For the Term Bonds Maturing on June 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 2015A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
June 1, _____ January 20, 2015 _____% _____

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 June 1 and December 1 of each year commencing on December 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 \$20,500,000, 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 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 January 6, 2015. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on June 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the City, on June 1, 2025 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

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within 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)

City of Oak Creek Common Council Report

Meeting Date: 1-6-15

10

Recommendation: That the Common Council approve Resolution No. 11581-010615, a Resolution Approving the Second Amendment to the Access Agreement by and between Beazer East, Inc. ("Beazer") and the City of Oak Creek ("City").

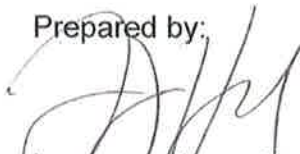
Background: The property at 9100 South Fifth Avenue (the "site") is owned by Connell Limited Partnership ("Connell").

The property was formerly owned by Koppers which is now known as Beazer. Connell and Beazer are working jointly with the United States Environmental Protection Agency ("EPA") and the DNR regarding remediation of the Site. Previously, pursuant to an Access Agreement, environmental testing had been done by Beazer on the utility corridor at 9170 South Fifth Avenue.

Now that the City owns the former DuPont property at 9180 South Fifth Avenue, and in order to do a complete and thorough environmental investigation, Beazer, as part of their site investigation plans to test the soils on the former DuPont property. This proposed Second Amendment would allow Beazer to conduct the testing on the former DuPont property, provided that Beazer not do any damage to the former DuPont property, unreasonably interfere with the future development of the property or create an unreasonable risk to health and safety. The Agreement remains in effect until January 1, 2016 or when the DNR issues its completion certificate for the environmental remediation of the Connell property whichever occurs earlier. Attached are copies of the original Access Agreement, the First Amendment to the Access Agreement and the proposed Second Amendment to the Access Agreement.

Fiscal Impact: None.

Prepared by:



Lawrence J. Haskin
City Attorney

Respectfully submitted,



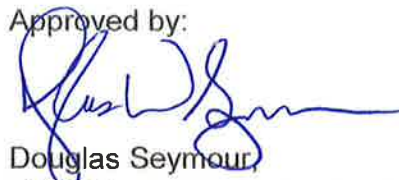
Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Approved by:



Douglas Seymour
Director of Community Development

RESOLUTION NO. 11581-010615

RESOLUTION APPROVING THE SECOND AMENDMENT
TO THE ACCESS AGREEMENT BETWEEN
BEAZER EAST, INC (“BEAZER”) AND THE CITY OF OAK CREEK (the “CITY”)
(9100 S. 5th Avenue)
(4th Aldermanic District)

BE IT RESOLVED that the Second Amendment to the Access Agreement by and between Beazer and the City be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6th day of January, 2015.

Passed and adopted this 6th day of January, 2015.

President, Common Council

Approved this 6th day of January, 2015.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

ACCESS AGREEMENT

This Access Agreement ("Agreement") is made and entered into this 9th day of August, 2011 (the "Effective Date") by and between BEAZER EAST INC. ("Beazer") and the CITY OF OAK CREEK, WISCONSIN ("City") Beazer and the City are collectively referred to as the ("Parties").

RECITALS

WHEREAS, The City owns certain property located at 9170 S. 5th Avenue, Oak Creek, Wisconsin ("Subject Property"), and

WHEREAS, the Subject Property is part of a larger project area that is the focus of the City's lakefront redevelopment initiative, which lakefront initiative includes all properties located within an area bounded by the Milwaukee Metropolitan Sewerage District South Shore Water Reclamation Facility on the north, 5th Avenue on the west, Ryan Road on the south and Lake Michigan on the east (the "Lakefront Redevelopment Initiative"), and

WHEREAS, Koppers Company, Inc. is the former owner of property located at 9100 5th Avenue, that is currently owned by Connell Aluminum Properties, LLC ("Connell Property"), Oak Creek, Wisconsin, which is north of and adjacent to the Subject Property, and

WHEREAS, Beazer East, Inc. is the new name for the Koppers Company, Inc., and

WHEREAS, Beazer is considering conducting a site environmental investigation, (the "Environmental Investigation") on and around the Connell Property, and

WHEREAS, in order to complete a thorough Environmental Investigation it will be necessary for Beazer, its contractors and its agents to have access to and to conduct investigation on the Subject Property, and

WHEREAS, the City and Beazer acknowledge that Beazer is obligated to secure site access to the Subject Property as a necessary component of conducting the Environmental Investigation,

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

1. Grant of Access. The City hereby grants permission to Beazer, its employees, agents, consultants, contractors, subcontractors and representatives to enter upon and have access at reasonable times and upon reasonable prior notice to the Subject Property for the purposes described in Paragraph 2, all of which are collectively referred to as the "Work." The City also grants permission for the Wisconsin Department of Natural Resources ("WDNR"), and its employees,

agents, contractors, subcontractors and representatives, and any other governmental body, to access the Subject Property for the purpose of overseeing and/or observing the Work. Beazer is not acting as a representative, agent or contractor of WDNR or any other regulatory agency. This grant of access to Beazer is effective immediately upon City's review and verbal approval of Beazer's proposed Scope of Work, which shall not be unreasonably withheld. The City, its agents, employees, contractors and tenants retain the right and ability to accompany Beazer when Beazer is accessing the Subject Property and will make necessary arrangements to provide Beazer with access to the secured Subject Property for the purposes set forth in this Agreement.

2. The Work. The Work will generally consist of investigation of environmental contamination at the Subject Property, the specific nature and extent of which will be described in Beazer's Scope of Work, as such Scope of Work is approved by WDNR and any other regulatory agency that must approve the Scope of Work. The City acknowledges that the approximate locations of sampling described in the Scope of Work will be subject to change, depending upon property-specific conditions, such as location of utilities, and that Beazer will need to secure approval of its Scope of Work from the WDNR, or potentially other regulatory agencies, before engaging in Work on the Subject Property. In the event that additional Work is required, or changes to the Scope of Work are required, Beazer will forward the new Scope of Work to the City for verbal approval and the City shall grant access for such Scope of Work pursuant to paragraph 1. For the purposes of this Agreement, the term "investigation" includes, but is not limited to, Work associated with above-ground structures, surface and below-ground investigation and shall include investigation of soil and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, video taping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate (to include handling, storing, characterizing and properly disposing of any investigation-derived waste), and on-site observation and oversight of environmental investigation activities.
3. Performance. In return for the City granting Beazer access to the Subject Property for purposes of the Work, Beazer agrees to undertake all Work in a professional manner, in compliance with applicable federal, state and local laws, ordinances, rules regulations, orders and other legal requirements and in accordance with generally accepted industry standards. All Work shall proceed in a diligent manner and with reasonable care so as to avoid:
 - (a) Damage to improvements on the Subject Property and the identified utilities located thereon or otherwise serving the Subject Property;
 - (b) Interfering with the use and enjoyment of the Subject Property; and

- (c) Creating an unreasonable risk to health and safety.
4. Utilities. Beazer shall be responsible for contacting "Digger's Hotline." City will provide Beazer information on any structures or utilities known to it or in its possession, provided that Beazer shall not assume responsibility, including no indemnification obligation under paragraph 7 for any damage to any utilities of which Beazer has no knowledge.
 5. Analytical Results. Beazer shall provide the City with a copy of any laboratory results or other information, including reports, documenting Beazer's findings or otherwise relating to the Work for which Beazer has been granted access pursuant to this Agreement. After providing City an opportunity for review and comment, Beazer will also disclose these results to WDNR, any other regulatory agency which requires disclosure of these results and any parties potentially responsible for the contamination that have been currently identified and participating with the City.
 6. Term. This Agreement shall remain in effect for a period of two (2) years. After the two (2) years period, and subject to mutual agreement of the Parties, it may be renewed. However, the indemnity obligations contained in paragraph 7 shall continue to apply even after this Agreement is no longer in effect.
 7. Indemnification. Beazer shall indemnify and hold the City, and its elected officials, employees or agents, harmless from and against any and all claims, suits, damages, liability, loss, expenses or costs (including attorneys fees), causes of action and judgments to the extent caused by the intentional or negligent actions or omissions of Beazer and/or its officers, employees, agents, consultants, contractors, subcontractors, or representatives while on the Subject Property, arising out of or relating to their access to the Subject Property and/or their performance of the Work. City shall indemnify and hold Beazer, and its officers, directors, shareholders, employees or agents, harmless from and against any and all claims, suits, damages, liability, loss, expenses or costs (including attorneys fees), causes of action and judgments to the extent caused by the intentional or negligent actions or omissions of City and/or its employees, agents, consultants, contractors, subcontractors or representatives arising out of or relating to Beazer's performance of the Work or the City's obligations under paragraph 4. This indemnification does not cover claims to determine who is responsible for pre-existing contamination on the Subject Property. If claims arise that allege the activities of Beazer have aggravated pre-existing contamination on the Subject Property, this indemnification shall only cover the portions of such claims relating to such aggravation. This indemnification does not address or prevent either party from bringing any claims arising from or related to any contamination at the Subject Property existing on the date of this Agreement. In particular, the parties expressly reserve their rights to seek recovery under applicable environmental law for any contamination that exists on the Subject Property that is the subject of this

Access Agreement. The foregoing indemnity is limited to access and the performance of the Work and shall not apply to any contamination, if any, existing at, on, beneath or emanating from or to the Subject Property as of the Effective Date, except and to the extent the Work exacerbates such existing contamination

8. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
9. Partial Invalidity. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
10. Termination. Either Party may terminate this Agreement by providing written notice to the other Party, and the termination shall be effective upon receipt of such notice by the non-terminating Party, except that: (1) if the City terminates the Agreement it will provide Beazer with a reasonable amount of time to remove any of its or its agents', employees', consultants', contractors', subcontractors' or representatives' property or equipment from the Subject Property and restore the Subject Property to a safe condition; and (2) the indemnity obligation contained in paragraph 7 shall continue to apply. Beazer and the City may amend any provisions of this Agreement provided that no such amendment shall be effective unless it is in a written instrument signed by Beazer and the City.
11. No Admissions. This Agreement shall not constitute or be used as evidence of any admission of law, fact or liability or a waiver of any right or defense of Beazer or the City. By virtue of performing the Work on the Subject Property, Beazer does not possess or control any hazardous substances that presently exist or are detected as a result of the Work, nor has it caused the discharge of any hazardous substances that presently exist or are detected as a result of the Work under Wisconsin law.
12. Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, taken together, be deemed to constitute one in the same instrument.
13. Authority to Enter into Agreement. Each person signing this Agreement represents and warrants that he or she has the full power and authority to enter into this Agreement.
14. Title to Property. The City represents and warrants that it has authority to grant access to the Subject Property under this Agreement.

15. Binding Effect. This Agreement applies to and is binding upon the City, Beazer, and their successors and assigns.

16. Notices. Notices relating to this Agreement shall be sent to the following:

To Beazer:

Michael Slenska
Beazer East, Inc. c/o Three Rivers Management, Inc.
One Oxford Centre, Suite 3000
Pittsburgh, PA 15219

To the City:

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

IN WITNESS WHEREOF, Beazer and the City have caused this Agreement to be executed by their respective duly authorized representatives.

BEAZER EAST INC.

By: 

Name: Charles E. McChesney II

Title: Vice President & Secretary

CITY OF OAK CREEK, WISCONSIN

By: 

Name: Richard R. Bolender

Title: Mayor

6608423_2

FIRST AMENDMENT TO ACCESS AGREEMENT

The Access Agreement ("Access Agreement") made and entered into August 9, 2011 by and between BEAZER EAST INC. ("Beazer") and the CITY OF OAK CREEK, WISCONSIN ("City"), collectively referred to as the ("Parties"), is amended by the Parties this 4th day of February, 2013.

RECITALS

WHEREAS, in addition to the property owned by the City located at 9170 S. 5th Avenue, also referred to as the Utility Corridor (the "Utility Property"), the City owns property known as Depot Road (identified as E. Depot Road on the attached map, which is incorporated by reference) (the "Depot Road Property"), in Oak Creek, Wisconsin, and

WHEREAS, Beazer continues to conduct an Environmental Investigation on and around the Connell Property, and it is necessary for Beazer, its contractors and its agents to have access to both the Utility Property and the Depot Road Property to complete a thorough Environmental Investigation.

NOW, THEREFORE, the Parties Amend the Access Agreement as follows:

1. The term "Subject Property" in the Access Agreement shall be amended to include both the Utility Property and the Depot Road Property.
2. Paragraph 6 of the Access Agreement shall be amended and restated to read in full as follows:

"6. Term. This Agreement shall remain in effect until the WDNR issues site closure for the Connell Property subject to the terms and conditions of paragraph 10 of this Access Agreement"
3. The Access Agreement shall be amended to add the following new paragraph 17:

"17. Insurance. During the term of this Access Agreement, all contractors and agents performing Work at the Subject Property shall maintain at no expense to City insurance coverage of at least the following types and limits covering the Work:


 - (i) Comprehensive Automobile Liability, including bodily injury and real property damage, One Million Dollars (\$1,000,000) in the aggregate;
 - (ii) Commercial General Liability, including bodily injury, property damage and completed operations, One Million Dollars (\$1,000,000) in the annual aggregate;
 - (iii) Worker's Compensation, with limits as required by applicable law; and
 - (iv) Contractor's Pollution Liability (CPL) with coverage for bodily injury and for losses caused by pollution conditions that arise from the performance of the work, One Million Dollars (\$1,000,000) per claim.

Within one week after any entry onto the Subject Property pursuant to this Access Agreement, Beazer shall provide City with copies of endorsement(s) to the insurance policies required hereunder evidencing the existence of the above-identified insurance coverage and shall provide City with evidence that City has been named as an additional insured."


4. All other terms and conditions not changed by this First Amendment to Access Agreement remain in full force and effect.

IN WITNESS WHEREOF, Beazer and the City have caused this First Amendment to Access Agreement to be executed by their respective duly authorized representatives.

BEAZER EAST INC.

By: 
Name: Robert S. Markwerf
Title: President

CITY OF OAK CREEK, WISCONSIN

By: 
Name: Stephen Scaffidi
Title: Mayor

9033798_3

SECOND AMENDMENT TO ACCESS AGREEMENT

This Second Amendment to Access Agreement is made and entered into this ____ day of _____, 2014 by and between Beazer East Inc. (“Beazer”) and the City of Oak Creek, Wisconsin (“City”), collectively referred to as the (“Parties”).

RECITALS

WHEREAS, the City and Beazer entered into an Access Agreement dated August 9, 2011 (“Access Agreement”), which was subsequently amended by the First Amendment to Access Agreement dated February 4, 2013 (“First Amendment to Access Agreement”), to both of which reference is made for the definition of capitalized terms not otherwise defined herein;

WHEREAS the Parties desire to further amend the Access Agreement to address additional property upon which Beazer must conduct additional investigative work;

WHEREAS, in addition to the property owned by the City located at 9170 S. 5th Avenue, also referred to as the Utility Corridor (the “Utility Property”) and the property known as Depot Road (the “Depot Road Property”), in Oak Creek, Wisconsin, the City also owns the property located at 9180 S. 5th Avenue, also known as the former DuPont property (“Former DuPont Property”), in Oak Creek, Wisconsin;

WHEREAS, Beazer continues to conduct an Environmental Investigation on and around the Connell Property and the Utility Property, including the portion of the Utility Property identified as the City of Oak Creek Utility Corridor Lot 1 pursuant to BRRTS # 06-41-561426 (“Lot 1”), and it is necessary for Beazer, its employees, agents, consultants, contractors, subcontractors, representatives and agents to have access to the Utility Property, Depot Road Property and DuPont Property to complete a thorough Environmental Investigation;

NOW, THEREFORE, the Parties Amend the Access Agreement as follows:

1. To the extent that any terms or conditions of this Second Amendment to Access Agreement conflict with any terms or conditions of the First Amendment to Access Agreement, the terms and conditions of this Second Amendment to Access Agreement shall prevail.
2. This Second Amendment to Access Agreement shall become effective on January 5, 2015.
3. The term “Subject Property” in the Access Agreement shall be amended to include the Utility Property, Depot Road and Former DuPont Property.

4. Paragraph 3 of the Access Agreement shall be amended and restated as follows:

“3. Performance. In return for the City granting Beazer access to the Subject Property for purposes of the Work, Beazer agrees to undertake all Work in a professional manner, in compliance with applicable federal, state and local laws, ordinances, rules, regulations, orders and other legal requirements and in accordance with generally accepted industry standards. Beazer will comply with all of the terms and conditions of the VPLE closure for the Former DuPont Property directly applicable to the Work including, but not limited to, the barrier maintenance plan for the site when installing wells and any other investigative activities proposed to be conducted at the site. All Work shall proceed in a diligent manner and with reasonable care so as to avoid:

- (a) Damage to improvements on the Subject Property and the identified utilities located thereon or otherwise serving the Subject Property;
- (b) Interfering with the use and enjoyment of the Subject Property;
- (c) Creating an unreasonable risk to health and safety.”

In the event that the City notifies Beazer in writing that any Work on the Subject Property will unreasonably interfere with the future development of the Subject Property, then Beazer and the City will cooperate to develop proposed changes to the Work intended to address the City’s specific written future development concerns while complying with all applicable legal requirements necessary to attain closure under Wis. Stat. § 292.15 and Wis. Admin. Code ch. NR 726. The City acknowledges that Beazer will need to obtain the approval of any proposed changes to the Work from the WDNR or any other agency with jurisdiction over the Work. The City agrees to abide by the determination of the WDNR or any other agency with jurisdiction over the Work with respect to whether the changes to the Work are approved and, if approved, the scope of such approval.

5. Paragraph 5 of the Access Agreement shall be amended and restated as follows:

“5. Analytical Results. Beazer shall provide the City with a copy of any laboratory results or other information, including reports, documenting Beazer’s findings or otherwise relating to the Work that Beazer performs pursuant to the Scope of Work. Beazer will also disclose these results to WDNR and any other regulatory agency which requires disclosure of these results.”

6. Paragraph 6 of the Access Agreement shall be amended and restated to read in full as follows:

“6. Term. This Agreement shall remain in effect until January 1, 2016 or when closure of both the Connell Property and Lot 1 occurs, whichever occurs earlier. In the event that both the Connell Property and Lot 1 do not achieve closure by January 1, 2016, the City will agree to extend the Access Agreement on reasonable terms.”

7. All other terms and conditions of the Access Agreement and First Amendment to Access Agreement not changed by this Second Amendment to Access Agreement remain in full force and effect.

IN WITNESS HEREOF, Beazer and the City have caused this Second Amendment to Access Agreement to be executed by their respective duly authorized representatives.

BEAZER EAST INC.

By: _____

Name: _____

Title: _____

CITY OF OAK CREEK, WISCONSIN

By: _____

Name: Stephen Scaffidi

Title: Mayor

12775681.1

City of Oak Creek Common Council Report

Meeting Date: January 6, 2015

Item No.: 11

Recommendation: Approve and provide eligible employees the option to participate in the Federal Pension Protection Act of 2006.

Background: The Federal Pension Protection Act (PPA) of 2006 created federal income tax exclusion for eligible retired public safety officers. The State of Wisconsin has also passed a similar legislation exempting state income taxes. Retired public safety officers have the option to exclude up to \$3,000 annually from their gross annual taxable income on the federal and state income tax returns to cover qualified health and long term care insurance premiums paid by them, if they elect retirement annuity or 457 deferred compensation plans as the premium payment method.

Article 6 Section 845a-22 of the Pension Protection Act states, "the employer sponsoring the eligible government plan is not required to offer such election." The City has reviewed the administrative cost of providing the authorization to the identified retirement annuity or deferred compensation plan, and has found these costs are minimal. As provided for in collective bargaining discussions with the Professional Police Association, retroactive to January 1, 2015, in the event a retired public safety officer elects to participate in the provisions of the PPA, the City will complete the necessary authorizations. The City assumes no liability or responsibility for late fees, lapsed premiums, lapsed insurance policy coverage, overpayments to an insurance provider, or any other issues that might arise as a result of the City offering this election option to eligible employees.

A sample of an Authorization for this benefit through the Wisconsin Department of Employee Trust Funds is attached for reference. Other options exist for attaining benefits under the PPA of 2006.

Fiscal Impact: This action is not expected to result in any additional cost to the City.

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

Department of Employee Trust Funds
P.O. Box 7931
Madison WI 53707-7931
www.ETF.wi.gov

PUBLIC SAFETY OFFICER AUTHORIZATION FOR INSURANCE PREMIUM DEDUCTION

ANNUITANT INFORMATION – TO BE COMPLETED BY ANNUITANT				
First Name	MI	Last Name		
Date of Birth (MM/DD/CCYY)	Social Security Number or ETF Member ID		Daytime Phone ()	
Mailing Address		City	State	Zip Code
Country (if not USA)	Email			
At Time of Retirement:				
Age:	Position Title:	Employer Name:		
ACTION REQUESTED				
Check one: <input type="checkbox"/> Add Deduction <input type="checkbox"/> Change Deduction <input type="checkbox"/> Stop Deduction				
Insurance Provider Name				
Member / Policy / Subscriber Number			Group Number (if applicable)	
Insurance Type: Check one: <input type="checkbox"/> Medical <input type="checkbox"/> Vision <input type="checkbox"/> Dental <input type="checkbox"/> Long-Term Care			Requested Monthly Deduction \$	
I certify by signing below that I elect to participate in the Retired Public Safety Officer Insurance Premium Deduction Program, and I agree to the Annuitant Terms and Conditions.				
_____			_____	
Annuitant Signature			Date Signed (MM/DD/CCYY)	
Annuitant: After signing, submit <i>Instructions, Terms & Conditions, and Authorization</i> (3 pages) to your insurance provider.				

INSURANCE PROVIDER INFORMATION – TO BE COMPLETED BY INSURANCE PROVIDER				
Insurance Provider Name				
Payment Mailing Address		City	State	Zip Code
Correspondence Mailing Address		City	State	Zip Code
Billing Contact Name		Billing Contact Phone Number		
Billing Contact Email Address		Billing Contact Fax Number		
Name of Financial Institution	Transit Routing Number	Account Number		
Name of Authorized Representative (Print)		Title		
I certify by signing below that I am an officer of the above named insurance provider authorized to bind the company or corporation in this matter and hereby agree to abide by the Insurance Provider Terms and Conditions of the Retired Public Safety Officer Insurance Premium Deduction Program.				
_____			_____	
Authorized Representative Signature			Date Signed (MM/DD/CCYY)	
Insurance Provider: After signing, submit this form only (<i>Authorization</i>) to: Department of Employee Trust Funds, PO Box 7931, Madison WI 53707-7931.				

Retired Public Safety Officer Insurance Premium Deduction Program
Wis. Stat. § 40.05 (4r)

Authorization Form Instructions

Wisconsin Retirement System (WRS) retired public safety officers may elect to have health and long-term care insurance premiums deducted from their monthly WRS annuity payments and remitted directly to the annuitant's insurance provider. Eligible annuitants may qualify for an income tax exclusion under the federal Pension Protection Act of 2006.

Federal law determines eligibility for this deduction program. The Department of Employee Trust Funds (ETF) does not determine eligibility. "Public safety officer" is defined in 26 USC 402 (l) (4) (C). Information about the public safety officer tax exclusion and eligibility to participate is available on the Internal Revenue Service's (IRS) web site. The following links, available through the IRS web site, provide the federal regulations (you must scroll through the information on these sites to find the applicable public safety officer sections):

[http://www.law.cornell.edu/uscode/26/402\(l\)\(4\)\(C\).html](http://www.law.cornell.edu/uscode/26/402(l)(4)(C).html)
[http://www.law.cornell.edu/uscode/42/3796b\(9\)\(A\).html](http://www.law.cornell.edu/uscode/42/3796b(9)(A).html)

A public safety officer must have separated from service as a public safety officer by reason of disability or attainment of normal retirement age with the employer who maintains the retirement plan from which the annuity payments are made and premium deductions are taken. A duty disability benefit does not qualify as a disability retirement benefit. Eligible annuitants may claim the tax exclusion on their income tax returns.

ANNUITANT INSTRUCTIONS

1. Print your responses clearly and legibly.
2. Submit a separate form for each eligible insurance policy/plan deduction you wish to have made from your monthly annuity payment.
3. Complete all information in the Annuitant Information Section.
4. Sign to acknowledge agreement to the Annuitant Terms and Conditions.
5. Submit *Instructions, Terms & Conditions, and Authorization* form (3 pages) to your designated Insurance Provider for completion of the Insurance Provider Information Section.
6. Incomplete and/or unsigned forms will not be processed, and you will be notified that you must resubmit the form.
7. Make a copy for your records. Request completed copy from insurance provider.

NOTE: You must resubmit this form to ETF if any changes have occurred to the data you previously submitted. Insurance Provider Information will only need to be completed if the insurance provider information has changed.

INSURANCE PROVIDER INSTRUCTIONS

1. Print your responses clearly and legibly.
2. Complete all information in the Insurance Provider Information Section.
3. Sign to acknowledge agreement to the Insurance Provider Terms and Conditions.
4. Return completed form to ETF at the address below:

Department of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931

5. Incomplete and/or unsigned forms will not be processed, and the annuitant will be notified that the designated insurance provider must resubmit the form.
6. Make a copy for your records and provide annuitant a completed copy.

NOTE: Annuitants must resubmit this form to ETF if any changes have occurred to the data previously submitted on the form. Insurance Provider Information will only need to be completed if the insurance provider information has changed.

ANNUITANT TERMS AND CONDITIONS

- I have read and understand the Retired Public Safety Officer Insurance Premium Deduction Program information.
- I understand that any aspect of this program is subject to federal and/or state law changes.
- I certify that I am a retired public safety officer, as defined by federal law.
- I understand these deductions will be paid directly to the insurance provider on the first business day of each month regardless of my individual premium due date and will continue monthly until written notification of cancellation is received by the Department of Employee Trust Funds (ETF).
- I understand it is my responsibility to promptly inform ETF of any additions, changes, or cancellations related to my medical, dental, vision, or long-term care insurance premium deductions.
- I understand these deductions cannot exceed my monthly annuity payment after all other deductions are taken, including federal and state income tax withholding, and that they will reduce my net annuity payment.
- I understand any and all tax implications of my election are my responsibility alone, and I agree that I will make no claim against ETF for consequences of my election.
- I understand I am responsible for all premiums due to my insurance provider until my authorization has been approved, completed, and processed by ETF. I further understand I will receive an *Annuity Payment Statement* as notification of the effective date when deductions will begin from my monthly annuity.
- I understand deductions are prospective only, and no refunds or retroactive deductions or adjustments are available.
- I understand ETF is not responsible for late fees, lapsed premiums, lapsed insurance policy coverage, overpayments to my insurance provider, or any other issues that may arise between my provider and myself.
- I understand that my insurance provider is to promptly return any deductions made on my behalf from annuity payments to which I am not entitled, such as payments made after my death. I further acknowledge that I, my heirs, and/or my estate are responsible for repaying any such deductions that are not returned promptly to ETF by my insurance provider.
- I agree that I will not make any claim against ETF, as administrator of this program, or the Wisconsin Retirement System should my participation in this program result in unexpected tax liability for me, including interest and penalties.

INSURANCE PROVIDER TERMS AND CONDITIONS

- We have read and understand the Retired Public Safety Officer Insurance Premium Deduction Program information.
- We understand an Automated Clearing House (ACH) deposit on behalf of this annuitant will be made to our bank account on the first business day of each month.
- We understand we will receive a monthly electronic report sent to our billing contact email address. This report will reflect all member policy numbers and associated deposits made to our bank account.
- We understand the Department of Employee Trust Funds' (ETF) only responsibility under the program is to deduct and remit the deduction as authorized by the annuitant.
- We understand ETF is not responsible for late fees, lapsed premiums, lapsed insurance policy coverage, or any other issues that may arise between the annuitant and us.
- We understand we can terminate this agreement by providing written notice to both ETF and the annuitant no less than 45 days in advance of the termination date.
- We understand ETF will notify us of any deposits made on behalf of the annuitant from payments for which the annuitant was not eligible, such as after the annuitant's death. We further agree to promptly return any such deposit to ETF.

City of Oak Creek Common Council Report

Meeting Date: January 6, 2014

Item No.: 12

Recommendation: That the Common Council approves payment of the obligations as listed on the December 23, 2014 and December 29, 2014 Vendor Summary Reports.

Background: Of note are the following payments:

1. \$10,023.63 to Alfred Benesch & Co. (pg #3) for November bridge design services.
2. \$20,895.50 to Building Service Inc. (pg #4) for deposit on chairs/tables for new city hall/library.
3. \$150,210.00 to Centerpoint Properties Trust (pg #4) for developer incentive payment per council request.
4. \$8,293.00 to Century Fence Company (pg #5) for baseball field fencing at Abendschein Park.
5. \$15,007.06 to Godfrey & Kahn S.C. (pg #9) for October legal services regarding Lakeview projects and Drexel Town Square projects.
6. \$14,141.20 to Graef (pg #9) for Idle Industrial Site Redevelopment Grant and Oak View Business Park services.
7. \$11,079.08 to Hein Electric Supply Company (pgs #10-11) for city hall/library electric supplies.
8. \$6,926.27 to Mayer Repair LLC (pgs #15-16) for fire vehicle repairs.
9. \$14,438.23 to Oak Creek Water & Sewer Utility (pgs #16-17) for July through November locating services.
10. \$18,540.00 to Schranz Roofing Inc. (pg #20) for streets building skylight repairs.
11. \$11,900.00 to Tyler Technologies, Inc. (pg #23) for assessor contracted services.
12. \$12,535.00 to Wheaton Franciscan Medical Grp (pg #25) for November clinic services.
13. \$51,922.92 to WE Energies (pgs #26-27) for street lighting and gas/electric utilities.
14. \$24,642.54 to WI Dept. of Transportation (pg #27) for project payments Drexel interchange, Howell resurfacing, South Nicholson & Marquette Avenue bridge replacement, and 5th Avenue relocation design review.
15. \$17,606.59 to World Fuel Services, Inc. (pg #27) for fuel inventory.
16. \$60,138.75 to Benistar/UA-6803 (pg #1) for January retiree Medicare supplement.
17. \$38,411.92 to Embury, Ltd. (pg #1) for deposit on city hall/library conference, study and general tables.
18. \$14,910.51 to Forrer Business Interiors (pg #1) for deposit on city hall/library task chairs.
19. \$8,619.23 to League of Wisconsin (pg #1) for 2015 dues.
20. \$9,799.08 to Milwaukee Area Domestic Animal Control (pg #2) for 1st quarter operating and capital project costs.
21. \$9,634.43 to National Insurance Company (pg #2) for January disability insurance.
22. \$12,000.00 to Revelstone, LLC (pg #3) for 2015 subscription fee.

Fiscal Impact: Total claims paid of \$535,111.96 for 2014 and \$184,451.09 for 2015, combined total \$719,563.05.

Prepared by/Fiscal Review by:

Respectfully submitted,

Bridget Souffrant #



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: January 6, 2015

Item No.: 13


Recommendation: That the Common Council approves Resolution No. 11582-010615, a resolution approving the State/Municipal Agreement for a State-let STP local road project, the 5th Avenue Relocation project from Chicago Road to Ryan Road (4th Aldermanic District).

Background: The project entails construction of a relocated segment of 5th Avenue, which is classified as a minor arterial road. The new road extension will be an urban section roadway with storm sewer, curb & gutter, medians, on-street bicycle accommodations, sidewalks and street lighting. It will include a new quiet zone railroad crossing.

The State/Municipal Agreement outlines that the State (WisDOT) will pay 80% of the road construction and related field inspection costs, up to a maximum of \$2,781,040 (STP grant). Costs that are the responsibility of the City include the remaining 20% of the road construction and inspection, plus the balance of all costs above the capped \$2,781,040 STP grant. Costs that the City is 100% responsible for include project design, design oversight by the State, and real estate acquisitions.

Fiscal Impact: There is \$2,781,040 of Surface Transportation Project (STP) grant funding that has been awarded as the State's contribution to the project. The remaining project funding will come from that authorized under Resolution No. 11543-100714, the Council's approval of the capital improvements budget for the Lake Vista Redevelopment.

Prepared by:


Michael C. Simmons, P.E.
City Engineer

Respectfully submitted,


Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11582-010615

BY: _____

**RESOLUTION APPROVING THE STATE/MUNICIPAL AGREEMENT
FOR A STATE-LET STP LOCAL ROAD PROJECT, THE 5TH AVENUE RELOCATION
PROJECT FROM CHICAGO ROAD TO RYAN ROAD**

(4TH ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek and the State (WisDOT) are entering into a State/Municipal Agreement (SMA) for cost sharing of the construction of a relocated segment of 5th Avenue from Chicago Road to Ryan Road, and;

WHEREAS, the federal government has provided Surface Transportation Project (STP) grant funding, \$2,781,040 of which has been awarded and administered through WisDOT to the City's 5th Avenue project, and;

WHEREAS, the SMA provides that WisDOT will pay 80% of the construction and related field inspection costs, up to the maximum of \$2,781,040, and;

WHEREAS, the SMA provides that the City will pay the remaining 20% of the road construction and inspection, plus the balance of all costs above the capped \$2,781,040 State contribution, and;

WHEREAS, the SMA provides that the City is 100% responsible for all costs of project design, design oversight by the State, and real estate acquisitions, and;

WHEREAS, project local cost share funding was authorized under Resolution No. 11543-100714 as part of the Common Council's approval of the capital improvements budget for the Lake Vista Redevelopment;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the SMA is hereby approved and the Mayor and City Clerk are authorized to execute the same, and;

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to transmit the three (3) City-signed documents to WisDOT for its execution and return of one fully-executed document back to the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6th day of January, 2015.

Passed and adopted this this 6th day of January, 2015.

President, Common Council

Approved this this 6th day of January, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



1st REVISION

**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

This agreement supersedes the agreement signed by the Municipality on February 21, 2012 and signed by DOT on March 16, 2012.

Program Name: STP-Urban
Population Group: Over 200,000
Sub-program #: 206

Revised Date: December 19, 2014
Date: January 9, 2012
I.D.: 2987-00-14/54/55/74
Road Name: 5th Avenue Relocation
Limits: STH 32 to Ryan Rd.
County: Milwaukee
Roadway Length: 0.4 miles
Functional Classification: Minor Arterial
Project Sponsor: City of Oak Creek
Urbanized Area: Milwaukee

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Existing Facility - Describe and give reason for request: Existing 5th Avenue is a two lane rural section. 5th Avenue requires relocation in order to facilitate lakefront access.

Proposed Improvement - Nature of work: **Reconstruction.** 5th Avenue will be relocated/reconstructed as a two lane urban section from the intersection of STH 100 and STH 32 to its intersection with Ryan Rd. Pedestrian and bicycle facilities will be included in the design. The relocated segment will cross the UP RR where signal and surface improvements will be made. R/W acquisition will be required.

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

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project construction and railroad costs are funded with 80% federal funding up to a maximum of \$2,781,040 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$2,781,040 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. The design and real estate acquisition costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

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

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

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 2987-00-14					
MC and State Design Review	\$70,000	\$0	0%	\$70,000	100%
ID 2987-00-54					
RR Signals (ID 176 739X)	\$190,000	\$152,000	80%	\$38,000	20% + BAL
ID 2987-00-55					
RR Crossing Surface (ID 176 739X)	\$100,000	\$80,000	80%	\$20,000	20% + BAL
ID 2987-00-74					
Participating Construction	\$2,868,000	\$2,294,400	80%	\$573,600	20% + BAL
Non-Participating Construction	\$2,050,000	\$0	0%	\$2,050,000	100%
State Review	\$318,300	\$254,640	80%	\$63,660	20% + BAL
Total Est. Cost Distribution	\$5,596,300	\$2,781,040		\$2,815,260	

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$2,781,040 for all federally-funded project phases, this percentage may change over the life of the project.

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

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

Name Title Date

Signed for and in behalf of the State:

Name Title SE Regional Planning Chief Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.

- g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Preliminary Engineering and design.
 - i. Real estate for the improvement.
 - j. Other 100% Municipally funded items: Sanitary sewer and water main construction.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under General Highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that now such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

- a. ID 2987-00-14: Design is funded 100% by the municipality. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.
- b. ID 2987-00-54: Costs for signal improvements at railroad crossing 176 739X are funded with 80% federal funding and the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- c. ID 2987-00-55: Costs for surface improvements at railroad crossing 176 739X are funded with 80% federal funding and the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- d. ID 2987-00-74: Construction:
 - i. Costs for reconstruction/relocation are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
 - ii. Non-participating Costs for items determined in design are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- e. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$2,781,040**. This federal funding cap applies to all federally funded project phases.

[End of Document]

City of Oak Creek Common Council Report

Meeting Date: January 6, 2015

Item No.: 14

Recommendation: To concur with the recommendations of the Traffic and Safety Commission to approve the relocation of, "No Parking Anytime," signs on W. Pilgrim Parkway from S. 13th Street to S. Rosewood Trail, installation of "EQUESTRIAN," warning signs with distance plaque on W. Elm Road west of C&NW railroad tracks east to 500 feet east of Oak Leaf Trail, installation of "NO PARKING ANYTIME," signs on S. Emerald Meadows Drive 10 feet north and south of the property line of 10552 and 10532 S. Emerald Meadows Drive, installation of No Parking Between 7:00 AM and 4:00 PM During School Day," signs on E. Carrollton Drive's south ROW in front of Carrollton Elementary School and deny the installation of "NO PARKING ANYTIME," signs on W. Apple Creek Drive from W. Jonathan Drive to W. Puetz Road and on W. Honadel Drive from S. 27th Street to 185 feet west of S. Cortland Drive.

Background: Parking Relocation Pilgrim Parkway – Alderman Bukiewicz was present for this item. The item was requested by the resident of 1230 W. Pilgrim Parkway. The resident stated that having the sign relocated would provide additional parking for visitors, while still prohibiting parking near the intersection turn lanes. The commissioners discussed the sign relocation and there was consensus that adequate roadway width exists to allow parking and still satisfy the intent of eliminating parking in the turn lane area. The entire commission agreed that this was an appropriate request to relocate the sign.

Parking Restriction Honadel & Apple Creek - Alderman Bukiewicz was present for this item. The item was requested by a resident who lives in Apple Creek Subdivision. The resident stated that this area is very dangerous for parked cars. The commission discussed the existing widths of the roadway and felt that the existing width provided ample space to have a parked car to be passed safely by traffic. The entire commission agreed that this was not appropriate area for installation of, "No Parking," signs.

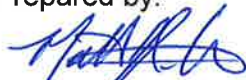
Equestrian Elm Road - The item was requested by the resident who lives at 2298 E. Elm Road. The resident stated he and others ride their horses several times a week along this stretch of Elm and he believes these signs would be beneficial to drivers, horses and the riders. The commission discussed that this installation would benefit not only the requester, but has the potential to benefit other equestrian riders that use the Oak Leaf Trail. The commission agreed that this was an appropriate request.

Parking Restriction Emerald Meadows - The item was requested by the Oak Creek Postal Office. The Postal Office stated that during delivery it has been the drivers' experience that parents picking up their students (Deerfield Elementary) park in front of the mailboxes. The commission discussed that this is becoming a growing issue and believes that this topic needs to be addressed city wide. The commission would like to discuss ordinance amendments during future meetings. At this time the commission agreed that this is an appropriate installation.


Parking Restriction Carrollton - Carrollton Elementary School Principal Kenwood was present for this item. He stated that he was not opposed to the parking restrictions as long as it was limited to between the driveways. The entire commission agreed that this installation would provide a safer environment for the neighborhood and the children who attend the school.

FISCAL IMPACT: Street Department will construct and install signs.

Prepared by:

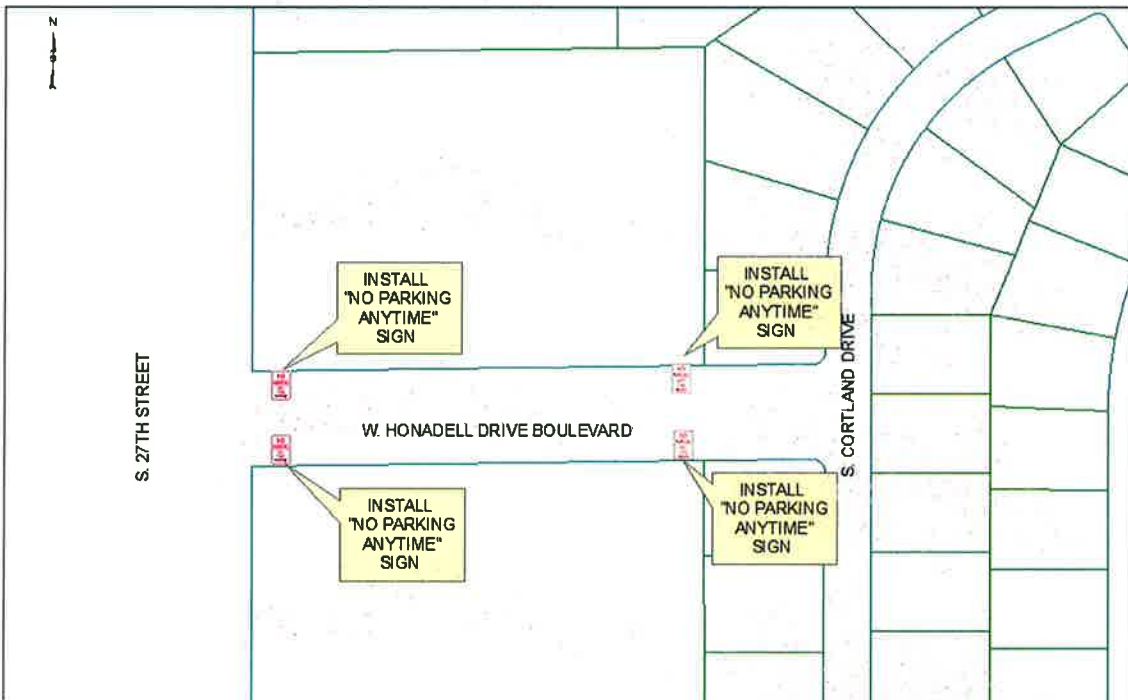
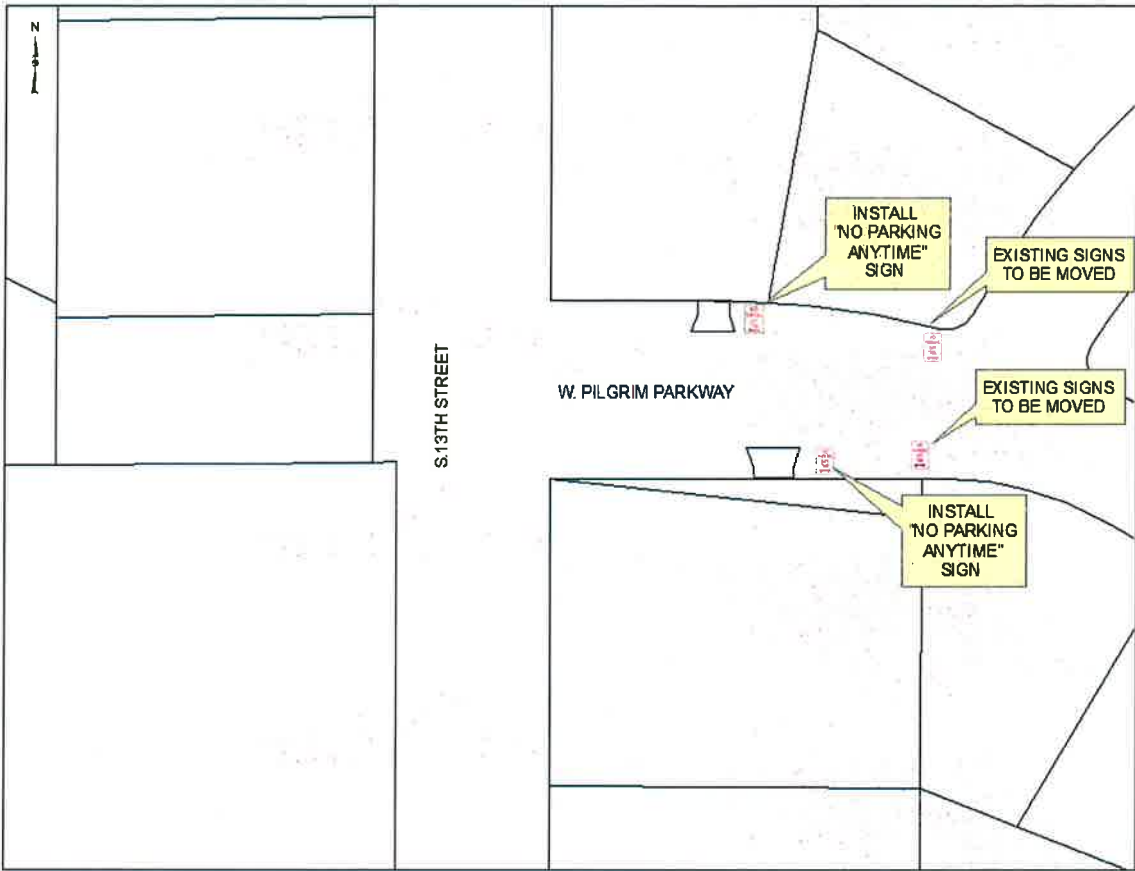

Matthew J. Sullivan, P.E.
Design Engineer
Fiscal review by:

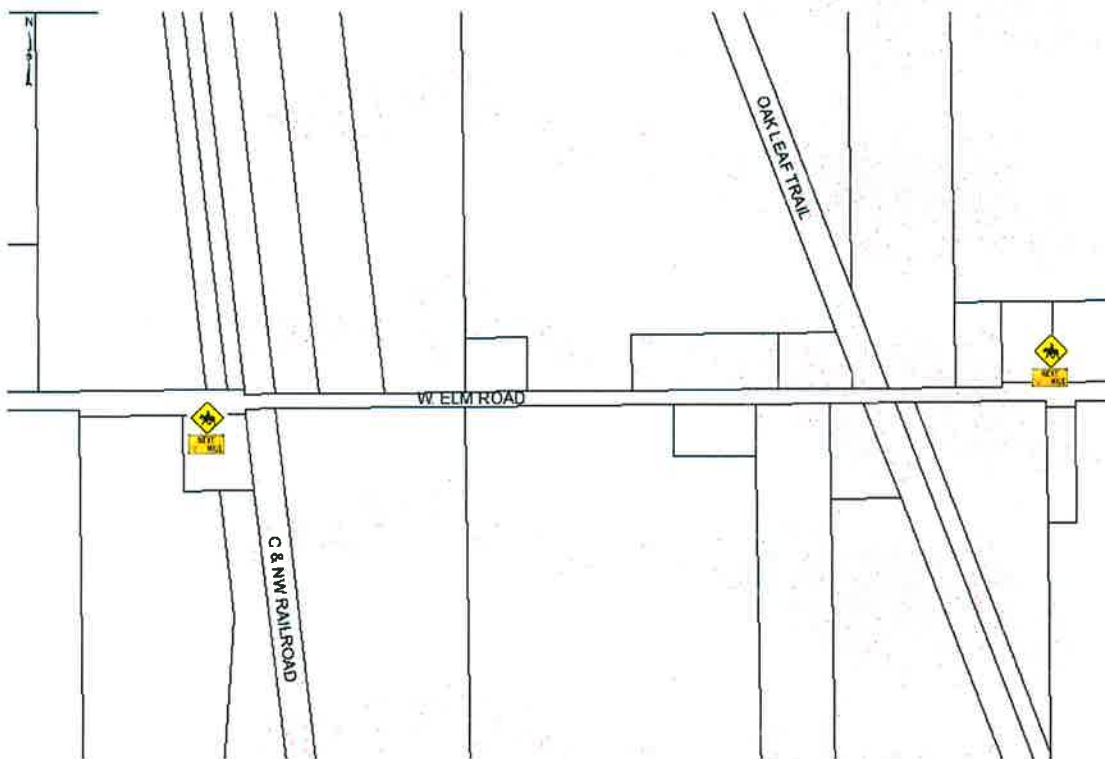
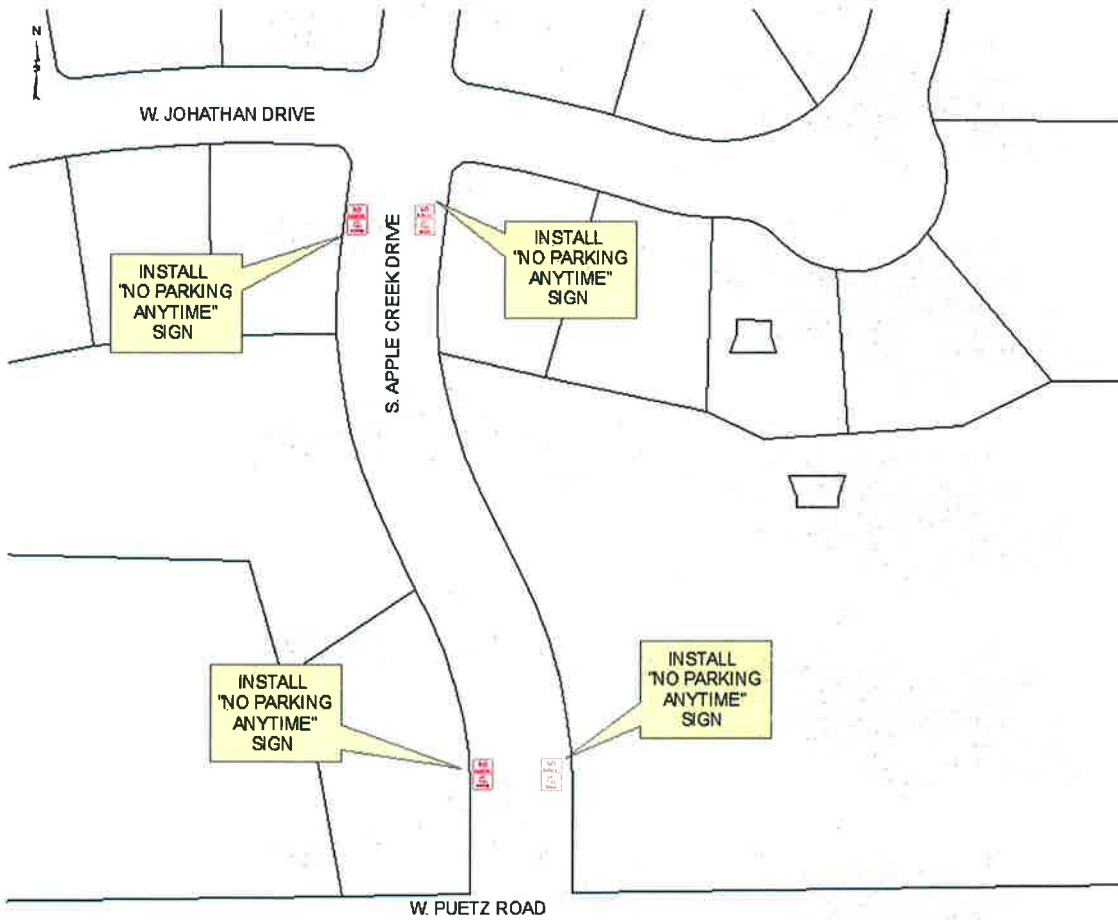
Respectfully submitted,

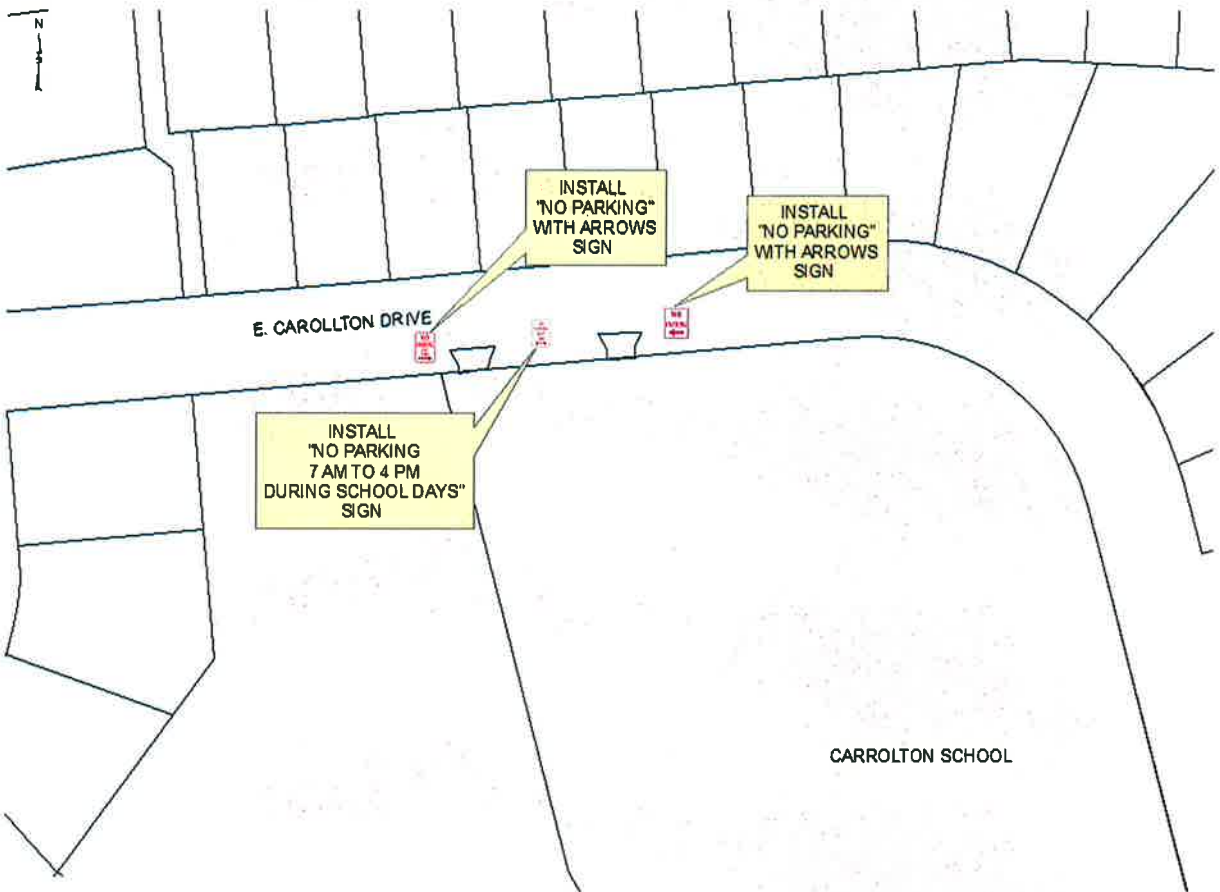
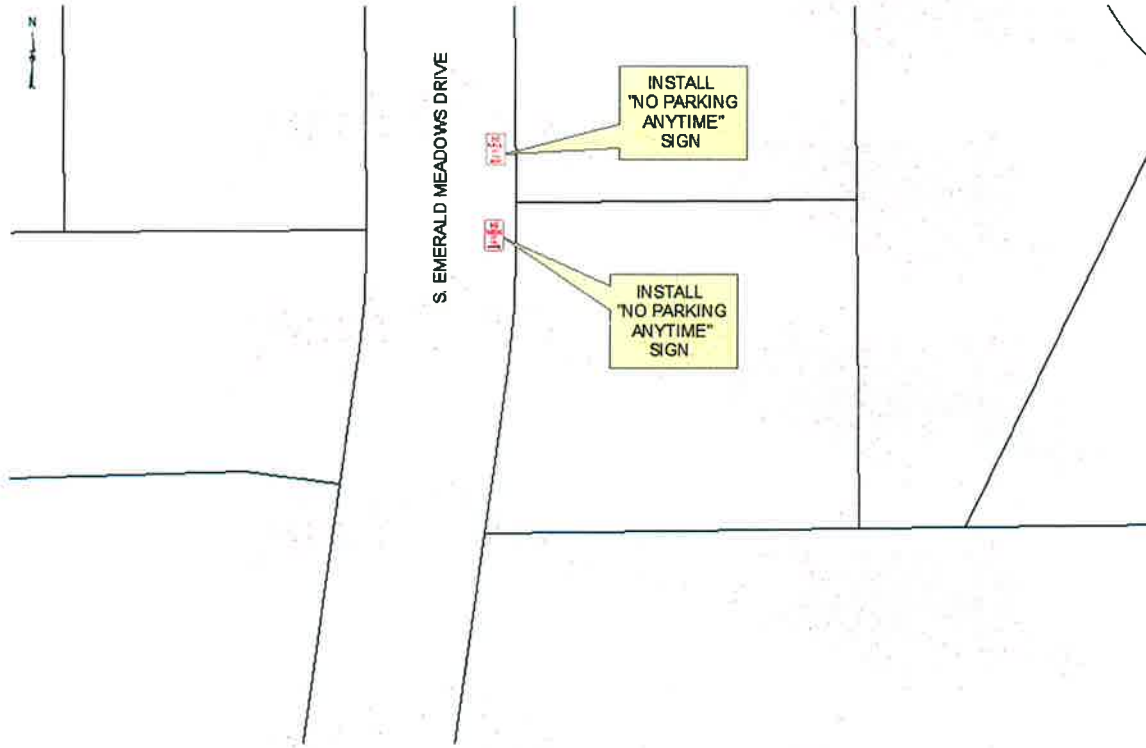

Gerald R. Peterson, ICMA-CM
City Administrator



Bridget M. Souffrant, CMTW
Finance Director / Comptroller







City of Oak Creek Common Council Report

Meeting Date: January 6, 2015

Item No.: 15

Recommendation: That the Common Council consider a motion to purchase 1 Unitrend server/appliance from CDWG, Inc. in the amount of \$13,925.00.

Background:

The City currently uses Windows Backup and Data Protection Manager software to back up all city servers and data. Unitrends provides a server/appliance that automates the backup and restore of servers, data and virtual servers.

This will eliminate the need for several physical Networked Attached Storage (NAS) servers and simplify server management.

The other driving factor lies within the consolidation of Oak Creek and St. Francis dispatch services. We need a more robust, failsafe system with automatic failover if a server crashes, needs updating or rebooting. This configuration allows IT to backup servers and restore them without disrupting the Dispatch Center or the Police Department.

The 813 Unitrend server is under the Wisconsin Counties Association (WCA) contract at a cost of \$13,925.00, but due to end of year promotional pricing, the 822 Unitrend server, which is the larger and faster unit, is offered at the price of the smaller 813 unit. I was also able to get the installation cost of \$1,665.00 waived for a further cost savings.

Fiscal Impact: Funding for the project was included in the CEP Technology budget (Project No. 14001).

Prepared by:



Caesar Geiger
Information Technology Director

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:



Bridget M. Souffrant
CMTW Finance Director / Comptroller

City of Oak Creek Common Council Report

Meeting Date: January 6, 2015

Item No.: 16

Recommendation: That the Common Council consider a motion to purchase Cisco network switches, GBICs, cables and ISE software/hardware from CORE BTS, Inc. in the amount of \$177,361.94.

Background:

The City has an assortment of Cisco, some HP and a few miscellaneous switches and routers. The purchase date of all of this equipment ranges from 1999 to 2012. The new equipment will replace all of the live production switches and routers on the City network.

In 2015 the City will be:

1. Installing a new Voice over Internet Protocol (VOIP) phone system which requires Power over Ethernet (PoE) ports on all the switches to power the telephones
2. Installing dark fiber between buildings – requiring fiber GBICs (fiber connectors).
3. Building a new City Hall and Fire Station – requiring new switches and routers.
4. Connecting to the WDOT fiber in Howell Ave.
5. Creating a fiber connection between Oak Creek and St. Francis.

The old switches and routers will be repurposed, sold, recycled or used for test devices.

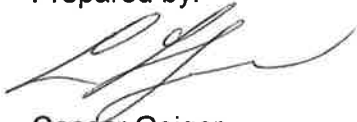
The proposed Cisco equipment was priced using the State of Wisconsin contract (41% discount) at a cost of \$321,999.04. Due to the competitive bidding between network vendors (Juniper, Extreme networks, Dell and Cisco), Cisco offered additional discounts of \$24,637.10 and \$120,000.00 to maintain their presence in the City. This reduced the CORE BTS price to \$177,361.94. The Juniper (\$147,554.20) and Dell (\$161,361.10) quotes were lower but did not include an equivalent version of the Intrusion Security Software/server (ISE) - discounted value \$25,000.00. Cisco is the networking giant in the industry and every hardware manufacturer designs for and works with Cisco equipment. Also, almost every consultant has trained staff that can configure/program Cisco hardware – which is not the case for Juniper, Extreme or Dell equipment.

The IT Department is recommending the purchase of Cisco equipment for these reasons:

1. We would not have to learn new programming.
2. Cisco allows consultants to easily work on our equipment.
3. ISE directly integrates with the equipment instead of being an add on with limitations.
4. Cisco switching allows the IT Department to directly control all of our wireless radios/access points instead of requiring the purchase of additional controllers.
5. Cisco is the leader in network security and has a history of supporting, patching and maintaining equipment.

Fiscal Impact: Funding for the project was included in the CIP - Library/City Hall/Civic Center (Project No. 13040); CEP Fiber Optic project budget (Project No. 06007); and CEP Technology budget (Project No. 15001).

Prepared by:



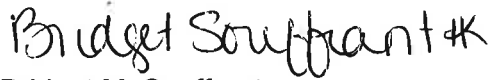
Caesar Geiger
Information Technology Director

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:



Bridget M. Souffrant
CMTW Finance Director / Comptroller