



COMMON COUNCIL MEETING AGENDA

MONDAY, FEBRUARY 16, 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: 2/3/15

New Business

MAYOR & COMMON COUNCIL

4. **Presentation:** Presentation of 2014 City of Oak Creek Health Center Results.
5. **Motion:** Consider a *motion* to make the final determination as to the security configuration of the City Hall public service counter (by Committee of the Whole).
6. **Motion:** Consider a *motion* to enter into an agreement with Veolia Water Milwaukee, LLC for Storm Water Best Management Practices for monitoring services at Drexel Town Square (2nd District).
7. **Ordinance:** Consider *Ordinance* No. 2752, an Ordinance to Repeal and Recreate Section 6.23 of the Municipal Code regarding Obstructions and Encroachments (by Committee of the Whole).
8. **Ordinance:** Consider *Ordinance* No. 2753, an Ordinance to create Section 6.26 of the Municipal Code regarding Sidewalk Area Dining Facilities (by Committee of the Whole).
9. **Ordinance:** Consider *Ordinance* No. 2754, an Ordinance Approving a Lease with One West Drexel, LLC for Air Space Rights over Main Street for a Gateway Sign for Drexel Town Square (by Committee of the Whole).
10. **Motion:** Consider a *motion* to approve the 2014 Vendor Summary Report in the amount of \$193,391.36 and 2015 Vendor Summary Report in the amount of \$272,690.63 for a combined total of \$466,081.99 (by Committee of the Whole).

ENGINEERING

11. **Motion:** Consider a *motion* to enter into a design and construction services contract with the consulting engineering firm SEH for Abendschein Park Phase 3, for a not-to-exceed amount of \$43,626 (Project No. 15015) (3rd District).

COMMUNITY DEVELOPMENT

12. **Resolution:** Consider Resolution No. 11594-021615, approving a certified survey map for the property at 7902 S. 6th St. (2nd District)
13. **Resolution:** Consider Resolution No. 11595-021615, approving a certified survey map for the property at 601 W. Drexel Ave. (2nd District).
14. **Resolution:** Consider Resolution No. 11596-021615, approving a certified survey map for the property at 601 W. Drexel Ave. (2nd District).

LICENSE COMMITTEE

The License Committee did not meet prior to the 2/16/15 meeting. Tentative recommendations are being made as follows:

15. **Motion:** Consider a motion to grant an Operator's license to David Ziolkowski, 4943 S. 65th Ct., Greenfield (Buffalo Wild Wings) (*favorable background report received*).
16. **Motion:** Consider a motion to grant a 2015 Landfill license to 9648 S. Chicago Rd., LLC and 9666 S. Chicago Rd., LLC, John O'Malley, O'Malley Investments, Agent, 5200 W. Loomis Rd., Greendale, for the property located at 9648 and 9666 S. Chicago Rd, (*favorable department approvals received*) (4th District).
17. **Motion:** Consider a motion to grant a 2014-15 Class A Combination license to Christopher Hoffmann, Agent for Meijer Stores Limited Partnership dba Meijer Store #263, 171 W. Town Square Way, with issuance subject to Sanitarian inspection and issuance of Occupancy Permit.
18. **Motion:** Consider a motion to grant a 2014-15 Class A Combination license to Christopher Hoffmann, Agent for Meijer Stores Limited Partnership dba Meijer Store #263 - Gas Station, 8031 S. Howell, with issuance subject to Sanitarian inspection and issuance of Occupancy Permit.
19. **Motion:** Consider a motion to grant a Change of Agent to Kwik Trip, Inc. dba Kwik Trip #422, 9535 S. 13th St., from Stacy Anderson to Richard McCord, 2663 S. Howell Ave. (*favorable background report received*).
20. **Motion:** Consider a motion to grant a Change of Agent to Mega Marts LLC dba Pick 'n Save #6387, 2320 W. Ryan Rd., from Jacquelyn Kober to Peter Duchac, 3525 Wright Ave, Racine (*favorable background report received*).

MISCELLANEOUS

21. **Motion:** Consider a motion to convene into Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes Section 19.85 (1)(c) to discuss the performance evaluation, wages and benefits for the City Administrator.
22. **Motion:** Consider a motion to reconvene into Open Session.
23. **Motion:** Consider a motion to take action, if required.

Adjournment.

Public Notice

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

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

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accompanying
common council
reports.



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

COMMON COUNCIL MEETING

ADDENDUM

MONDAY, FEBRUARY 16, 2015
AT 7:00 P.M.

COUNCIL MEETINGS CAN BE SEEN LIVE ON GOVERNMENT ACCESS CHANNELS 25 AND 99

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

Adjournment.

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City of Oak Creek Common Council Report

Meeting Date: March 16, 2015

Item No.: 4

Recommendation: Consider a Presentation of 2014 City of Oak Creek Health Center Results

Background: The City of Oak Creek has completed the first year of a three year agreement with Wheaton Franciscan Healthcare for the provision of near site health care services for City employees, retirees and their families. This arrangement provides for quality health care services, which helps to contain health expenses and support employee wellness, health education, and health service needs.

Judy Melaro-Gavigan, Director of Business Relations for Wheaton Franciscan Healthcare has prepared a Highlight Report for 2014 services (attached) along with a brochure which is typical of the materials being provided to employees to encourage healthy lifestyles and behaviors. Ms. Gavigan will be at the meeting to make a presentation of this information and to answer any questions the Council might have.

Fiscal Impact: Lack of employee participation in our near site health center has failed to produce the savings we expected from the program. Changes to the City's health plan deductibles should help to shift more employee use to our near site health care provider for their health care services and produce positive financial results for the future.

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant
Finance Director / Comptroller



Highlight Report

Goal Description	Date	Results
Cost savings report to reflect a break even for volumes/utilization.	Annual Year End 2014	Total NP/visits 2014 - 563 Total Activities - 869 Net savings/cost first six months – (-57,682) Net savings/cost second six months – (-39,434) Flu Vaccines - 183
Roll out of new HRA vendor – Healics	Firefighters – 1 st Qtr 2014 Employees – 3 rd Qtr 2014	50 Completed – Score 78.3 311 Completed - Score 74.7
Education Sessions	Monthly Topics offered to date:	Motivation to Change Skip the Fad Diets- Go the Healthy Way Sleep & Your Health Skinny on Eating Healthy on the Go Skinny on Eating Healthy on the Go Customer Service - Stress Management Balancing Work, Family and Personal Needs
See cost savings in 2015 Tweak HRA process while maintaining excellent participation Increase participation in education sessions	Annual Year End 2015 Scheduled for 2015 Consider alternative options for time of day/topics	



Wheaton Franciscan Healthy Connections™

Consider Family Day Health Fair at Franklin hospital facility	3 rd Qtr 2015	
Roll out specific coaching program	February 2015	See sample flyer for program

Summary

The first year of the clinic has seen some slow growth of activity and the hourly rate has been adjusted to reflect a more realistic cost.

The Healics vendor providing the health assessments for employees and spouses (and fire fighters), although a change, has seen significant participation. This is an area we hope to further connect with the dedicated clinic hours going forward.

As we look ahead it will benefit the school district to implement benefit design and wellness initiatives that will engage more utilization of the clinic...that will benefit the employees (and family members) as well as the district in savings and continued health objectives.



Health Promotion and Wellness

A new approach to your health care.



Our goal is simple – to help you achieve yours.

City of Oak Creek wants to remind you that the health center can be utilized for more than just ill visits. The health center will be offering the opportunity for discussion, development and support in achieving lifestyle modifications.

You'll receive an incentive upon completing a three month commitment toward attaining your individualized health goals. Marilynn Klemstein, Family Nurse Practitioner, will work with you to set goals that **you** want to work on, to be achieved from now through May 2015. She will help you identify areas of your lifestyle that you may want to modify or improve for:

- **Weight Loss**
- **Exercise Regimen**
- **Smoking Cessation**
- **Diet Modification**
- **Stress Management**

The first 25 people to sign up will receive a \$100 gift card upon completion – program requires a minimum of 3 coaching sessions (more sessions can be scheduled based upon what goals you set to achieve)!

Once signed up, you'll receive vouchers for free visits to the health center to get your coaching sessions scheduled.

Call and sign up today with Marilynn at 414-647-3919.

Wheaton Franciscan Medical Group, 8825 S. Howell Avenue, Suite 200, Oak Creek, WI 53154



City of Oak Creek Common Council Report

Meeting Date: February 16, 2015

Item No.: 5

Recommendation: That the Council makes the final determination as to the security configuration of the City Hall public service counter.

Background: Last year the Council discussed several options as it relates to the design of security measures for the public service counter at the new city hall. At that meeting they requested illustrations of a counter design with no security glass (the option that was bid), partial security glass or total security glass. Those three illustrations, plus a fourth option utilizing both fixed and movable glass are included as part of this report.

Since that time, a full scale mockup of the front counter had been constructed. Staff was encouraged to review the mock up in order to pretest the functionality of the design. Administrative support staff was invited to take a brief survey and provide comments on the functionality of the proposed design. The results of that survey are also included as part of this report.

The design of the front counter area was modified slightly based on those experiences and reviews. For instance, an additional doorway was added to assist with ingress-egress to the lobby area. Also an additional opening was created between the front counter area (C101) and front desk support area (C103) to allow for improved monitoring of the front counter area. Additional improvements included the placement of Kevlar into the counter area to provide additional safety.

The Police Department was asked to provide comments as part of the initial design of the space. Their comments are included in this report as well. Those comments are supplemented by responses from members of the building committee.

Fiscal Impact: Any design changes would need to be evaluated based on cost.

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

City Hall public service counter mockup

Review and comment form

Summary of Input6125

In order to get a better understanding of any potential operational issues, a full scale mockup of the City Hall public service counter has been constructed in the City Hall garage

Please take some time to review the mockup and note your comments on this form. It is important that you take enough time to get a feel for the proposed setup, not only from your perspective as an employee, but also from that of our clients and customers. You are encouraged to sit in the chairs, try out the varying counter heights and configurations, and walk around the counter to see how it feels from the customer's perspective.

When you are done, please take a few minutes to fill out this survey. When completed, please return to Mary Casey. Your comments will be considered as we finalize the design for this area.

Thanks.

Think about the counter height(s)

Is the interior counter

- too low
- about right (7) 100%
- too tall
- no opinion

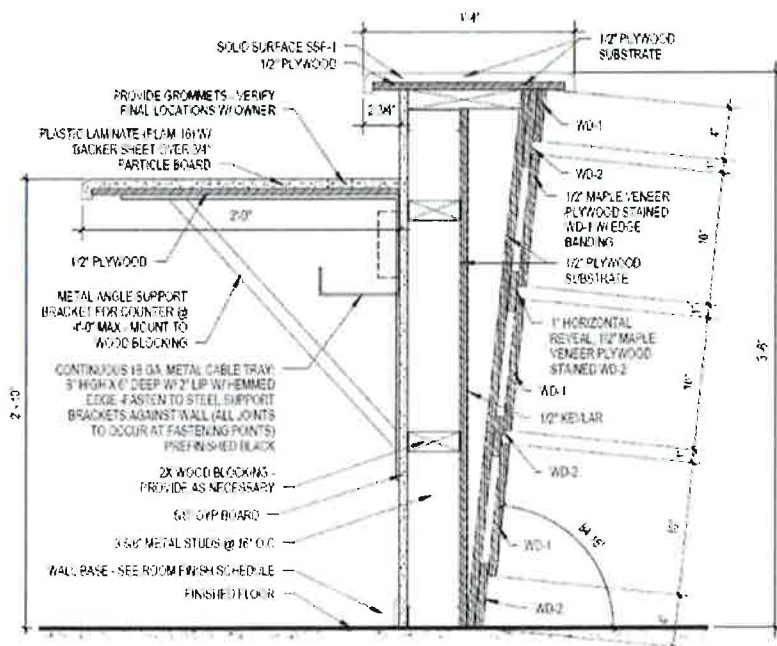
Is the outer counter

- too low
- about right (7) 100%
- too tall
- no opinion

Think about the counter depth(s)

Is the interior counter

- too narrow (1)
- about right (3)
- too wide (2)
- no opinion (1)



Is the outer counter

- too narrow (1)
- about right (5)
- too wide (1)
- no opinion

What about the split height counter?

- I think the split height counter is most efficient (7)
- I think a single uniform surface is most efficient
- no opinion

Consider the amount of workspace, is it

- too little
- about right (7)
- too much
- no opinion

Consider the amount of storage space (printers, computers, etc. . . , is it

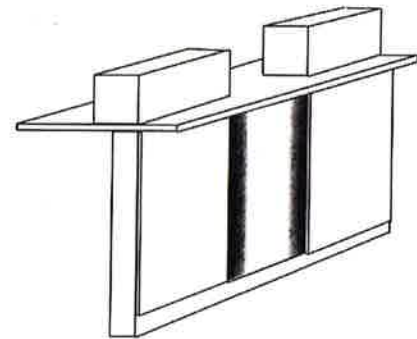
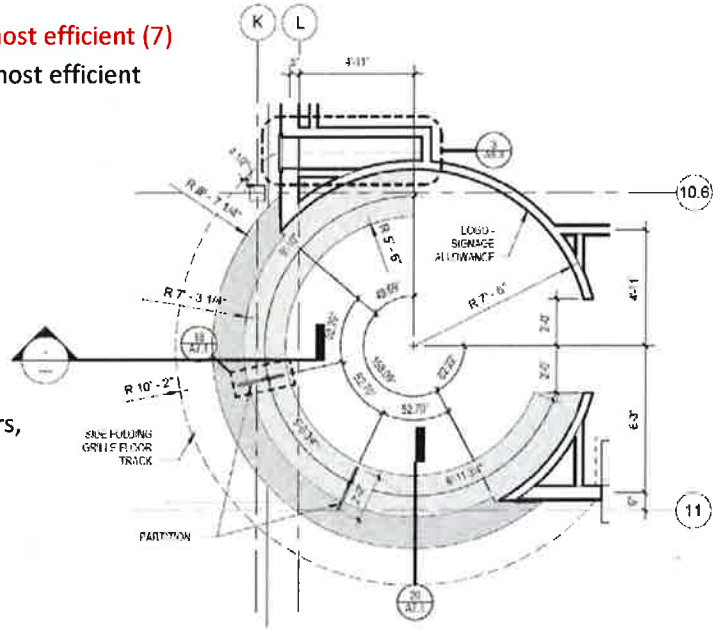
- too little
- about right (7)
- too much
- no opinion

How about the chair, is it

- too low
- about right (6)
- too tall (1)
- no opinion

Consider the possible use of screens to raise the counter height and narrow the transaction area (see illustration). There are two different heights (8 inch and 12 inch) mocked up for the display using foam core. What are your thoughts about these screens?

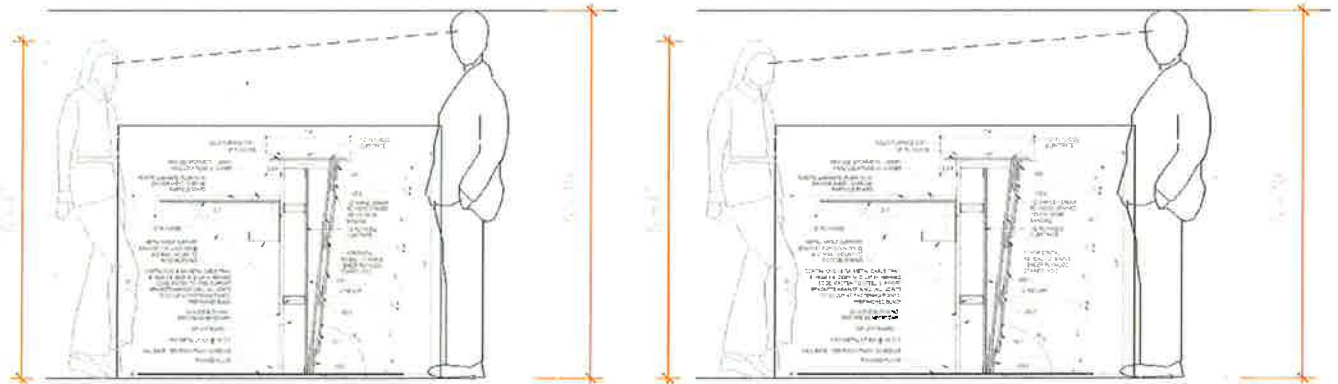
- they are not needed (1)
- an 8 inch screen seems to be about right (5)
- a 12 inch screen seems to be about right (1)
- the screen(s) need to be taller
- no opinion



Consider the possible use of a raised floor to elevate the customer service agent to higher in relation to the client/customer (see illustration)

Do you think that

- the floor should be raised
- the floor should remain at the same level (7)
- no opinion

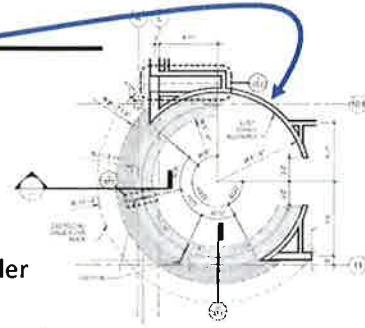


Additional Comments

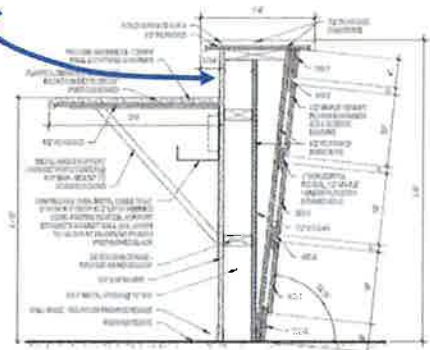
I would like to offer the following comments about the workflow and design characteristics of the public service counter.

- Clear or frosted glass (wall) so phone bank can see front counter. Plus front/lower counter can see each other
 - (would like an) option to use or not use keyboard tray
 - Acoustics, so front counter noise doesn't affect phone bank
 - Heating/cooling front counter area for comfort
 - Alarm at lower transaction windows
 - Liked idea of extra door to outside lobby (north of counter)
-
- The wall separating the circular counter area from the lower transaction windows should have at least a glass portion above the counter to allow employees in each area to see each other. The wall between the circular work area and the phone bank should also be partially glass for the same reason.
 - Regarding the gap created between the upper and lower counters – if this space is not needed for electrical cord storage, etc... consider making this space usable for small office supply items (register tape, post it notes, etc...).
 - Create some permanent shelving under the lower counter for storage of heavier items (such as reams of paper, etc...) but leave the space mostly open for storage of seasonal items on rolling carts. This will make the space more customizable and will allow for changes down the road.

- Create notched cutouts in the lower counter to make it easier for employees to reach over the upper counter to assist customers
- there should be an extra opening or door
- Size seems appropriate.
- Back wall should be glass, not solid
- Have 2 door openings on back wall, one to the lower counter work stations and one down the hall to the atrium
- Make sure there is room for file drawers, slots, rolling carts under counter for seasonally required papers, files and forms

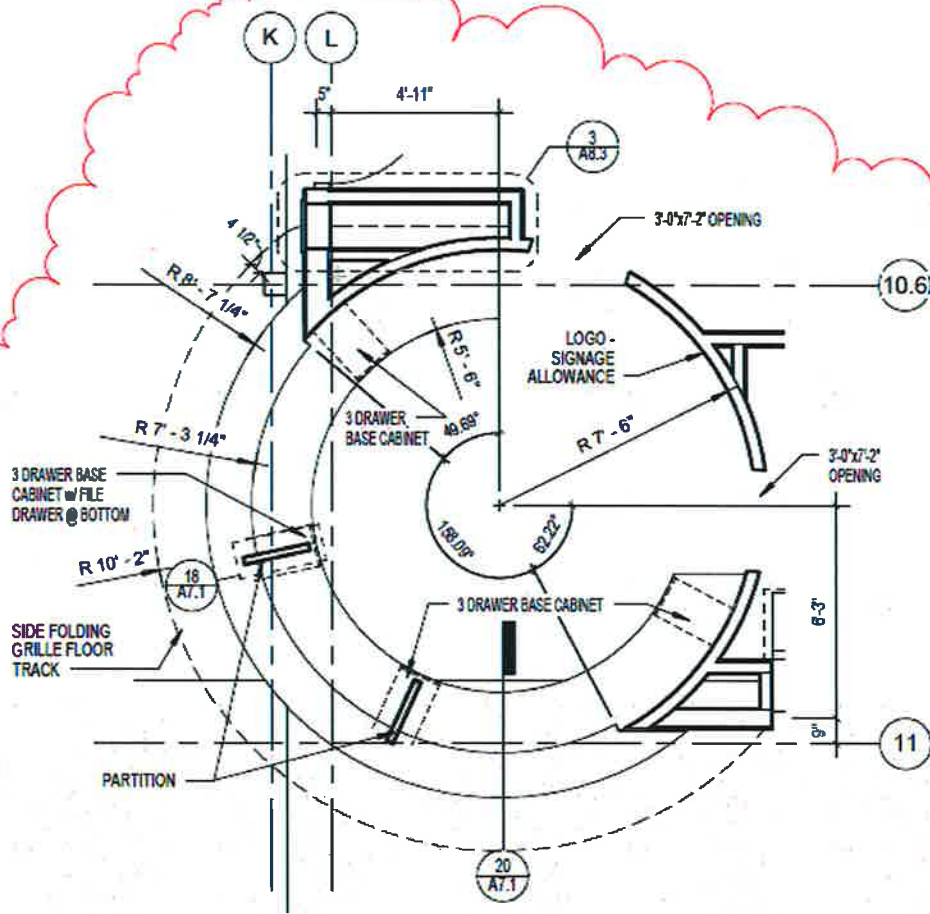


- Can we have more space (width) under the exterior counter?
- The total width of the counter is too big to go over paperwork with a customer, where staff would be pointing out info on the form.
- It does not appear that staff will be able to use GIS interactively with the customer at the main counter. Roughly 50% of the transactions I do at the Inspection counter require use of GIS. These transactions would need to be done at the lower counter (assuming GIS would be available at both of those). The information I provide could be termed "semi-technical". It is about zoning rules and regulations. Will all clerical staff be versed on these rules? Will the Zoning Administrator be called up each time a person needs help drawing a pool on a survey? Or will our new service not include this type of assistance?



- (Regarding the amount of workspace) I think for general tasks it would work, but larger projects would not be able to be carried out in the front desk area. Again, some of the big projects require total concentration so they most likely would not be performed at the front counter.
- (Regarding the orientation between staff and the customer) After standing on both sides of the counter – it felt unprofessional to be towering over a customer.. The same feeling would be felt (for me) if they towered over me.
- I think we need to have the choice of sitting or standing at the front counter. There are days that it just feels better to stand and there are times that you just need to sit. I spent a couple seasons working in retail and there were days that when it was not busy you wished there was a place to sit down. (even for a few minutes) But yet, when ringing it taxes at the front counter, standing seems to work best.
- I would hope that the back of the area could be reconfigured to allow for ½ walls/glass so that it doesn't appear to be a closed in circle. The benefit of this would be that we could see our co-workers at the lower level side windows.
- I am appreciative that we were allowed to see where we will work and also offer input. I understand that even though ideas may be offered up, they may not cause things to change. My one hope would be that the area is not designed solely to conform to a specific department's needs, as all of us work in different ways (for example, standing, sitting, chair height, keyboard height and position).

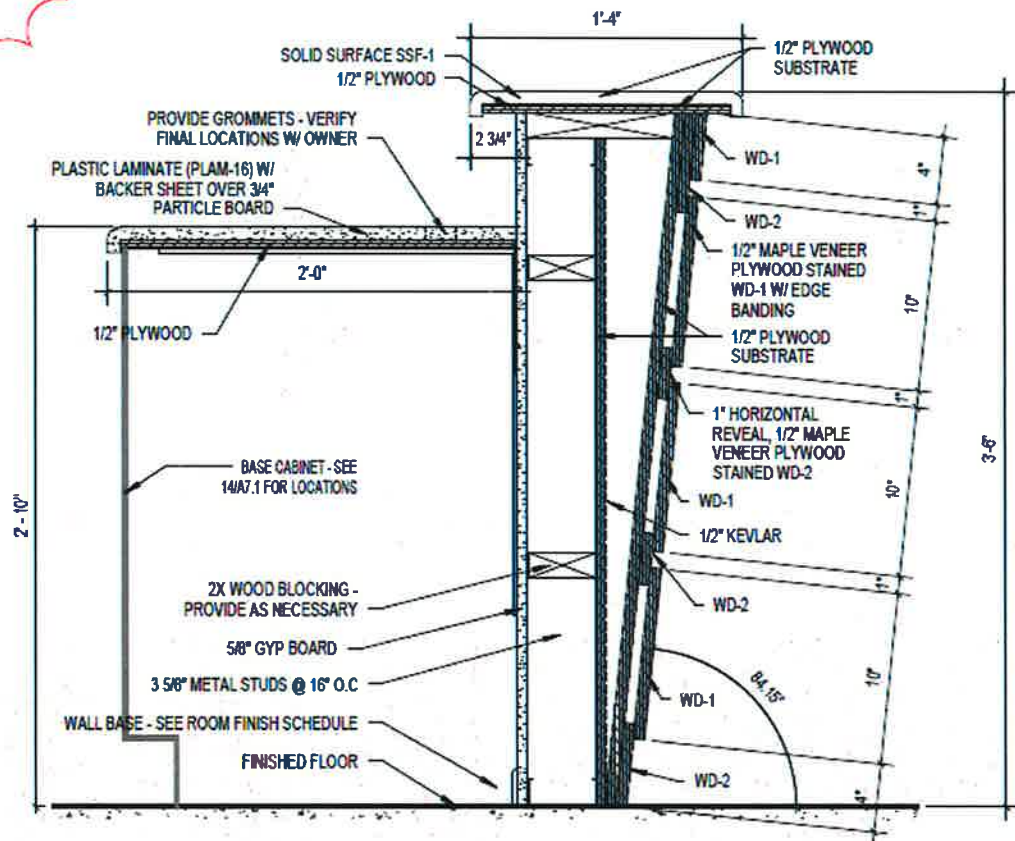
- We have all experienced numerous changes over the past year (+). With that being said, just our group being able to have a voice in the set-up of our work stations would be meaningful.
 - I like the idea of the interior counter being a bit wider and having notched areas so that one can step closer to the outer counter if needed.
-



14 TRANSACTION COUNTER - DIMENSIONAL PLAN

Scale: 1/4" = 1'-0"





20

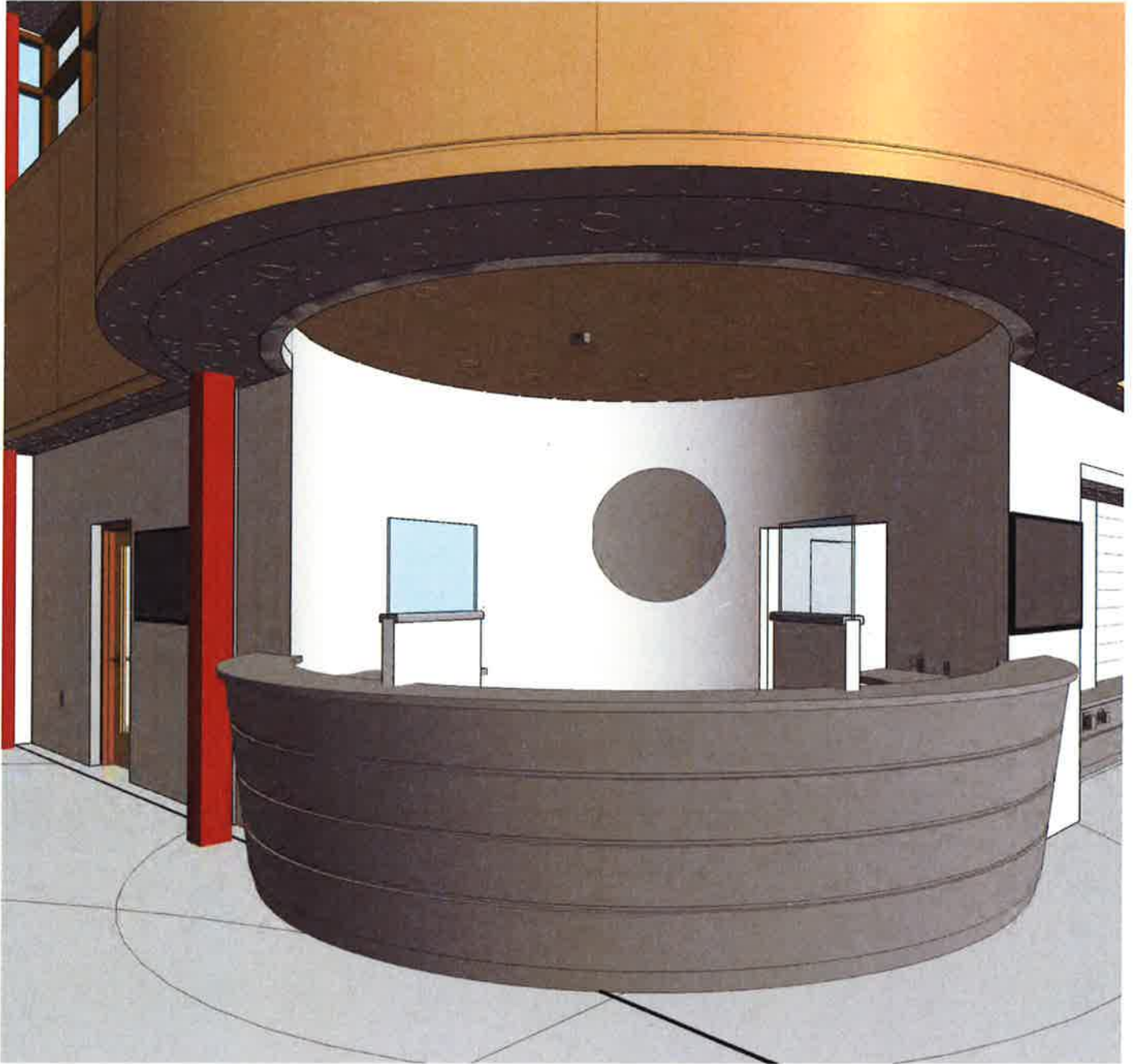
TRANSACTION COUNTER - HIGH/LOW

Scale: 1 1/2" = 1'-0"



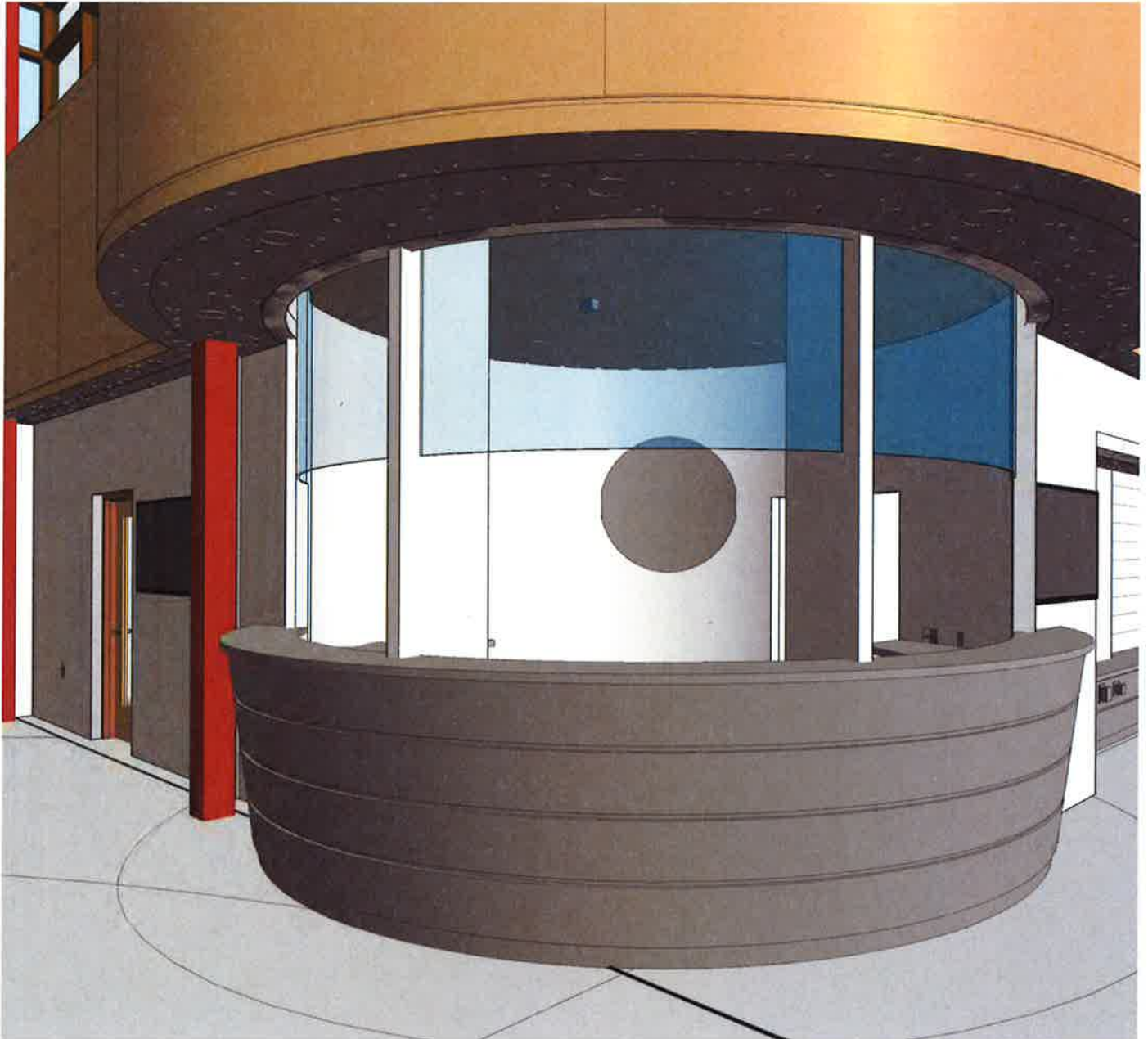
Option #1 | Current/Base Bid Design

Maple Veneer Plywood Partial Partition walls with glass privacy screens



Option #2 | Full Partition Walls with Glass from Soffit

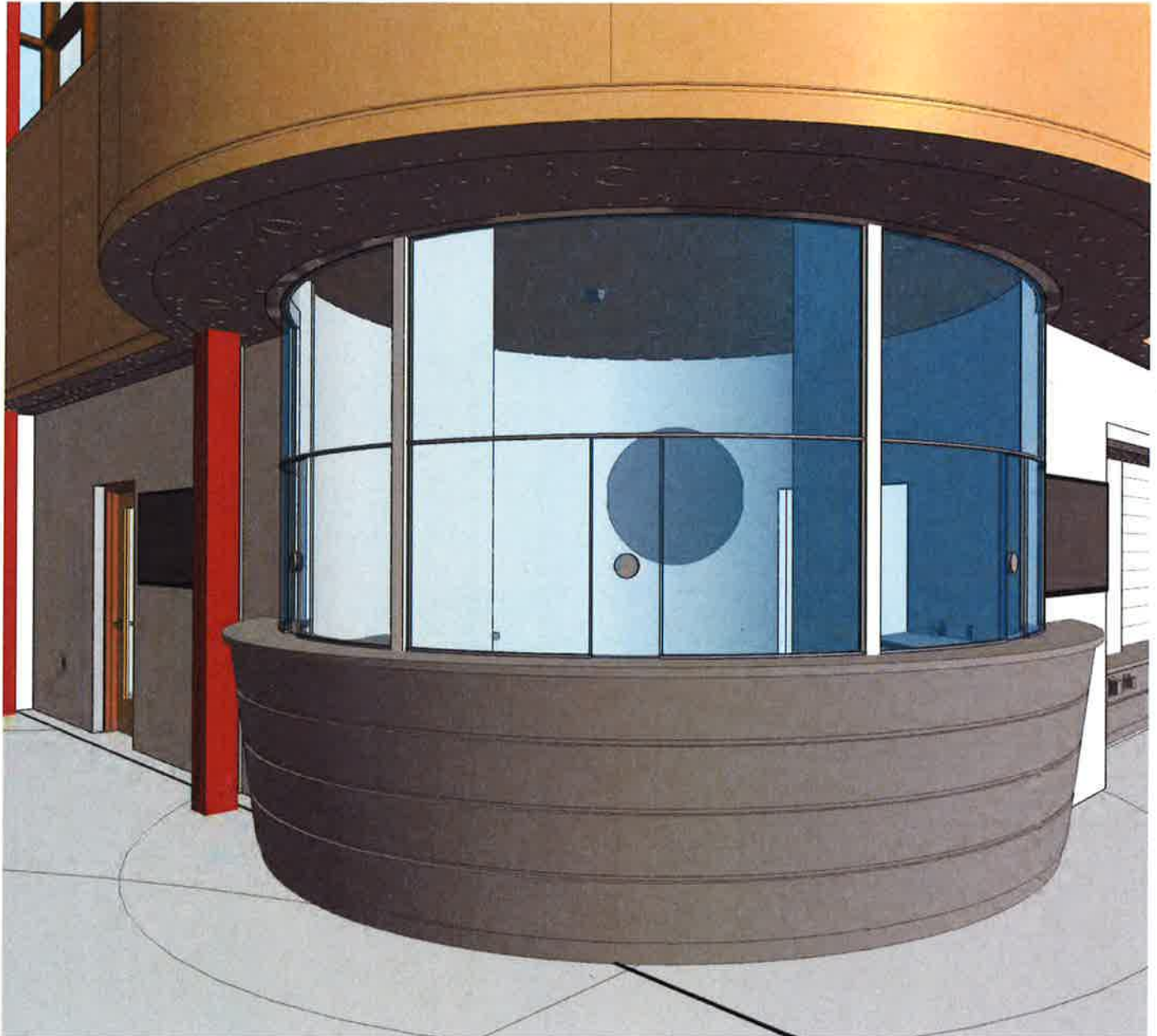
Maple Veneer Plywood Partition walls extend from desk top to soffit.
Add glass from soffit to 3'-4' from transaction counter height.

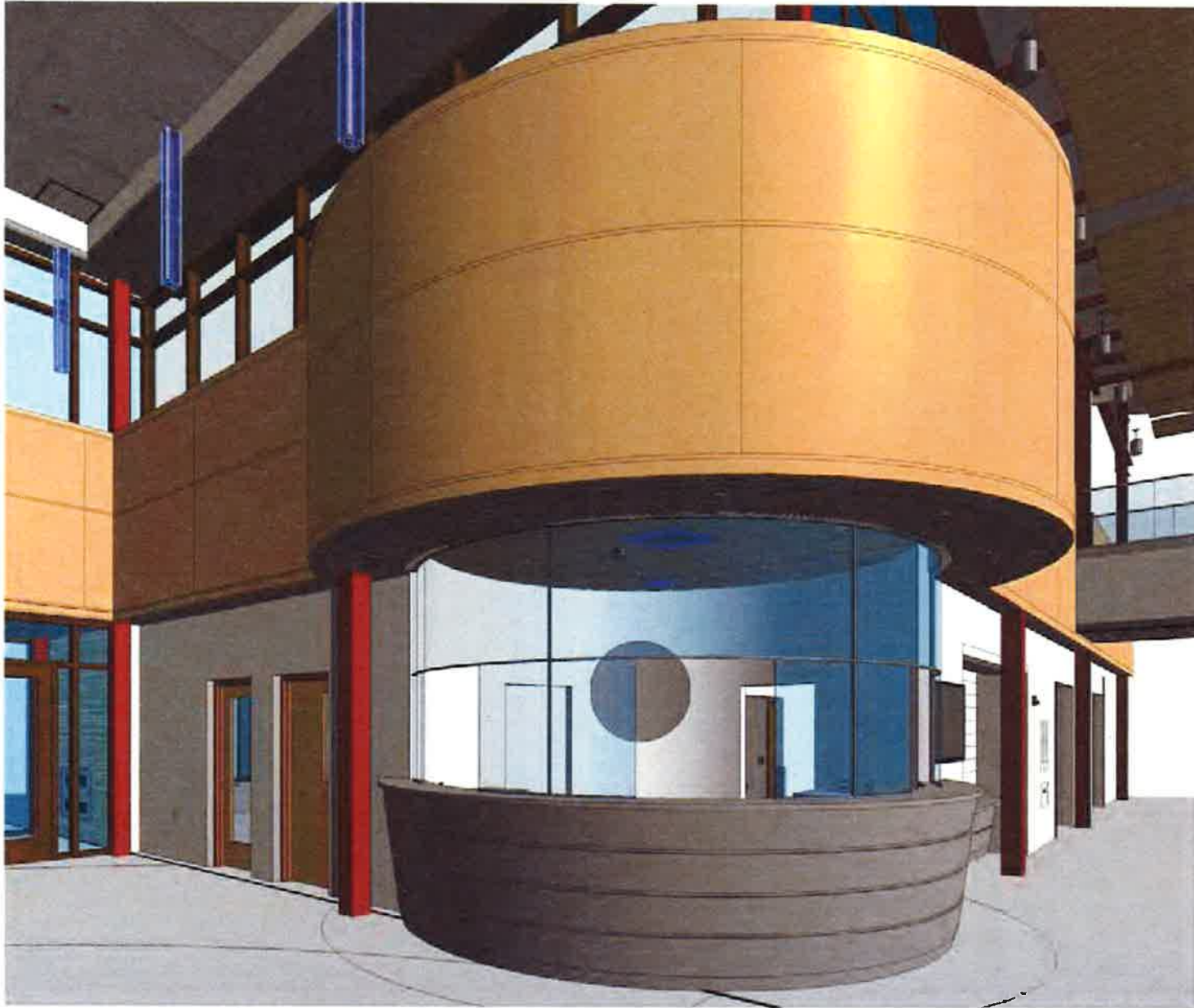


Option #3 | Full Glass Enclosure

Maple Veneer Plywood Partition walls extend from desk top to soffit. Fully enclose desk with glass. At transaction location either offset glass with speaker port (inferred in image), operable glass, or both.

We are still showing the maple veneer plywood partition walls but they may not be necessary with a full glass enclosure. Without them we would simply have more framing to support the glass.





FRONT DESK OPTION 3B

SECURITY LAMINATE SL 14



PROTECT

PRODUCT INFORMATION SHEET



PRODUCT PROTECTION LEVEL High Threat Protection

THICKNESS 14 mil (356 microns)

NUMBER OF PLYS 3

TECHNICAL DATA

Break Strength 350 psi
Tensile Strength 28,000 psi
Peel Strength 7 psi
Total Solar Energy Rejected 17%
Total Solar Gain 0%
UV Rejection 99%

PRODUCT APPLICATIONS Break/ Shatter Resistance
Resistant to Criminal Acts/ Entry
Blast Resistance
Energy Saving Properties
Sustained Glass Integrity under
Small Firearms Penetration
Superior Extreme Storm Performance
UV Protection
Scratch Resistant Surface

CHEMICAL RESISTANCE Hydrogen Peroxide
Ethanol
Sulfuric Acid
Mercurochrome
Methyl Benzene
Acetone
Sodium Hydroxide
Chlorine Bleach



CERTIFICATION & TESTING

ASTM E84 – Burn Resistance
ANSI Z97.1 - Bldg Glaze Materials
CPSC 16 CFR – Architectural Glazing
UL/ULC 752 – Bullet Resistance
BMAG Level 1 – Blast Mitigation
GSA Level 1 & 2 – Blast Resistance
ULC S332-93 – Canadian-Burglar Resist.
NIJ – Bullet Resistance (**)
Hurricane Testing Standards (**)
Hospital Safety Compliance (**)

LIMITED LIFETIME WARRANTY



Transforming Glass into Armor

CLEAR ARMOR LLC

Grayslake, IL 60030

p 847.665.8447 f 847.223.2445

www.clear-armor.com



POLICE DEPARTMENT MEMO

Date: 04-15-2011 Updated – 01-18-2013
To: Chief Edwards / Catherine Roeske
From: Capt. Mike Bolender / Capt. Steve Anderson / Det. Joel Bateman
RE: RECOMMENDATIONS FOR SECURITY IMPROVEMENTS AND FUTURE PLANS

Please review these recommendations and any questions or clarification you may have please feel free to contact Capt. Bolender for clarification.

I. Improvements Recommended to Treasurer's Office Area

1. Install **shatter proof/bullet resistant barrier at the counter area**. A barrier at minimum needs to be installed so someone cannot get over the counter at staff. Preferably the barrier should be shatter and impact resistant.
The face of the counters at the new City hall and Library are angled to make it more difficult to jump over.
2. Close off / extend upward the east end of the counter so a person cannot reach through and open the locked east door to the Treasurer's Office.
3. Place panic alarms in both Treasurer's Offices and at the Deputy Clerks Desk.
4. Install mailboxes with an interior locked door system (currently people reach through the mailboxes and open the locked west door to gain access to the office).
5. Place convex mirrors facing both directions in hallway facing Treasure's counter so staff can see individuals in the hallway outside their office area.
6. Install a camera in southeast corner looking west inside Treasurer's Office, providing full view of Treasurer's Office main work area.
7. Update phone system in City Hall so 911 calls from inside City Hall can be identified as to which extension they are coming from
8. Create a City Hall Security Committee, comprised of at least one representative from each Department housed there.
9. Task this Security Committee to identify practices and procedures within City Hall that need to be adjusted or corrected. (Id doors that are left unlocked and need to be locked, protocols to keep unauthorized individuals out or restricted areas, etc)
10. The Oak Creek Police Department will partner and assist this committee in any way needed.
11. Implement policy that all employees wear City identification when in building.
12. Implement an overarching City Hall Security Policy & Procedure (fire drill evacuation, tornado response, active shooter drill, etc.) for emergency notification and lock down.
13. Create an internal policy and system to notify all (public address) in building of emergency and where it is occurring and what those visiting building need to do – protect the public visitors.
14. Train and practice City Hall Security Procedures with all City Hall employees 2- 3 times a year at minimum.

II. Recommendations if a New City Hall is Built or Bought

1. **Shatter proof barrier separating staff from public.**

2. **Security door system in all office areas.**
All City Staff are behind locked doors secured by electronic locking system. Visitors are not allowed in staff areas.
3. Identify system to **control access** and **restrict access** where needed.
See above comment.
4. Identify best points of video monitoring throughout building and place adequate cameras system as needed.
Security cameras are located at the transaction counters at both the library and City hall. Cameras are also in the lobby, each customer entrance door to the building, covering the parking lots, north & south plazas and at the book drop. The security cameras will be able to be monitored from PC's in the new building and also at the Oak Creek Police Dispatch center.
5. Review exterior lines of sight and exterior lighting to deter criminal activity.
The parking lot is open and well lighted. The plazas are open, well lit and can be easily scanned visually from the street and the building interior.
6. Identify stand offs for vehicle borne devices/explosives (although we have not seen this in the U.S. all indication are that we need to be prepared for it)
All 4 pedestrian entrances to the building are 2' higher than the street with stairs/5' handicap ramps and a minimum 20' distance from the street curb creating a barrier to a potential terrorist vehicle. The plazas will have large stone seating arrangements and trees to prevent a drive up situation.
7. Design City Hall so the city can increase security protocols at heightened times and decrease as the environment allows. This would entail at heightened security times daily business could be conducted through security glass and vehicle restrictions within a certain distance of city hall during heightened times of security.
The streets on the North, East and South sides of the City Hall/Library Building complex can be closed in the event of an emergency restricting vehicles. With the open pedestrian corridor design of the new building, it will be easy to visually scan the hallways for problem situations.
8. Implement Security Committee for internal City Hall Security Policy implementation, dissemination and review for updates at least annually. Security Committee should partner with fire, police and health to search out best practices.
Already in place to conduct drills and instruct/train employees on proper procedures for new building.
9. Security Committee should oversee training and practice of all emergency response policy drills. (Fire drill evacuation, tornado response, active shooter drill, etc.)
See above comment.
10. City Emergency Operations Center (EOC) should be designed after looking at best practices across the country with long term and high security needs in mind. Have someone from city **attend EOC design center training**. Please advise if you would like more information on this course.
City, Police and Fire staff have attended and made recommendations for the new EOC center.
11. **Building recommendations/designs or plans should be reviewed by law enforcement officials for security recommendations – STAC and OCPD Security review.** Doug Seymour met with Jeff Watts, Infrastructure Protection Officer for the Southeastern Wisconsin Threat Analysis Center to review our proposed building plans and he had several recommendations that have been incorporated into the building design.

Additional security items that the architect has incorporated into the building design are

1. Hallway mail slots for committee and non-city staff to eliminate the need for non-city hall employees to be in the secured staff areas.

2. A garage with secured fob access to allow for employees that are working later hours or at night to safely park in a locked area as needed.
3. Tax bill drop off areas that are in the building and in the drive up area (Library) so that employees do not need to walk across the parking lot with tax money, checks, etc. These drop boxes will be monitored by security cameras.
4. Employee alarms under all the staff counters that can be triggered without anyone seeing them – rather than being visible on walls as is now the case.
5. Security cameras throughout the Library and City Hall. Cameras in areas of employee interaction with the public (i.e. counters) will have audio recording as well.
6. City Hall will provide a basement storm shelter for severe storms or tornados.

City of Oak Creek Common Council Report

Meeting Date: 2/16/15

Recommendation: That the Common Council adopt Ordinance No. 2752, an Ordinance to Repeal and Recreate Section 6.23 of the Municipal Code regarding Obstructions and Encroachments.

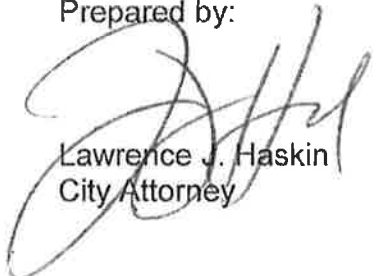
Background: As part of the development of Drexel Town Square, One West Drexel, LLC ("OWD"), the developer, is planning to install benches and wayfinding signs within the public right-of-way.

These benches and wayfinding signs are currently prohibited under Section 6.23 of the Municipal Code.

The Ordinance also creates an exception to Section 6.23 to allow special privilege permits pursuant to Common Council Resolution. Exceptions have also been created for bicycle parking facilities, flower pot holders or planter beds. In addition, on tonight's agenda is an Ordinance to create a permitting process for sidewalk area dining facilities and so a separate exception is created in Section 6.23 for those sidewalk area dining facilities.

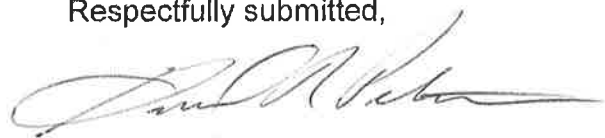
Fiscal Impact: None

Prepared by:



Lawrence J. Haskin
City Attorney

Respectfully submitted,



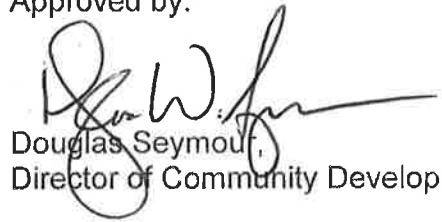
Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Approved by:



Douglas Seymouf,
Director of Community Development

ORDINANCE NO. 2752

BY: _____

AN ORDINANCE TO REPEAL AND RECREATE SECTION
6.23 OF THE MUNICIPAL CODE REGARDING OBSTRUCTIONS AND
ENCROACHMENTS

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

SECTION 1: Section 6.23 of the Municipal Code is repealed and recreated to read as follows:

SEC. 6.23 OBSTRUCTIONS AND ENCROACHMENTS

- (a) Obstructions and Encroachments Prohibited. Obstructions and encroachments in publicly owned or controlled lands or waterways are prohibited. No person shall build, place, maintain or cause, permit or allow to be placed, built or maintained or pile, deposit or place or permit to be piled, deposited or placed in, upon or over any street, alley, sidewalk, easement, public right-of-way, drainage right-of-way, waterway, or public lands or any part thereof, or in any way encroach upon or obstruct or encumber any street, alley, sidewalk, easement, public right-of-way, drainage right-of-way, or public lands or any part thereof. No person may permit such encroachment or encumbrance to be place on or remain on any public lands adjoining the land of which he is the owner or occupant except as provided in Sections 6.23(b).
- (b) Exceptions. Exceptions to the prohibition of obstructions and encroachments are as follows:
 - (1) Building materials delivered and stored on any street, alley or sidewalk shall be neatly and compactly piled along pavement sides in such a manner as to minimize inconvenience to property owners, vehicular traffic, pedestrians and the general public. Materials shall not be placed within twenty (20) feet of any hydrant. Private drives shall be kept open. Trees and other improvements shall be protected from damage. Barricades with flashing lights will be set to warn of materials stored on the pavement. The City may order additional safety devices, and the contractor, or owner, shall pay all costs associated with their placement. These and any other conditions shall be prescribed by the City Engineer.
 - (2) Public utility encroachments duly authorized by state law or the City.
 - (3) Goods, wares, merchandise, or fixtures being loaded or unloaded which do not extend more than three (3) feet onto the sidewalk. Such items shall be removed within three (3) hours.
 - (4) Temporary obstructions, authorized by permit.
 - (5) Sidewalk Area Dining Facilities as provided by Section 6.26.
 - (6) Wayfinding Signs, except for signs subject to an airspace lease, which shall be permitted if approved by a separate Ordinance.
 - (7) Benches.

- (8) Bicycle Parking Facilities.
- (9) Flower Pot Holders and Planter Beds.
- (10) Special Privilege Permits granted pursuant to Common Council Resolution.
- (c) Notice for Removal of Obstructions and Encroachments. Notice for removal of obstructions and encroachments shall be issued in writing. In addition to any other penalty imposed, if any City enforcement official determines that City lands are unlawfully obstructed in violation of this Section, he shall issue a written notice to the owner or occupant of the lands which adjoin the obstruction, directing that the obstruction be removed within twenty-four (24) hours.
- (d) Failure to Remove Obstruction. The City reserves the right to pursue remedies provided in the Wisconsin Statutes.
- (e) Terrace Areas. Terrace areas shall be governed by Section 6.25.

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

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

Introduced this 16th day of February, 2015.

Passed and adopted this 16th day of February, 2015.

President, Common Council

Approved this 16th day of February, 2015.

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

#8

City of Oak Creek Common Council Report

Meeting Date: 2/16/15

Recommendation: That the Common Council adopt Ordinance No. 2753, an Ordinance to Create Section 6.26 of the Municipal Code regarding Sidewalk Area Dining Facilities.

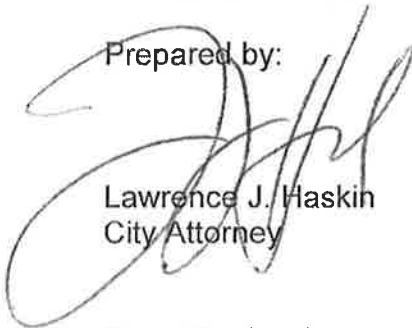
Background: With the development of Drexel Town Square, we anticipate that a number of restaurants will be located on public streets. It is necessary to regulate sidewalk area dining facilities and have a permit process to make sure that the public right-of-way and public sidewalks remain open to the public.

Ordinance No. 2753 creates Section 6.26 of the Municipal Code which creates a permitting process for sidewalk area dining facilities.

We are using the City of Milwaukee Ordinance as the model for our Ordinance since the City of Milwaukee has had significant experience in the regulation of these facilities.

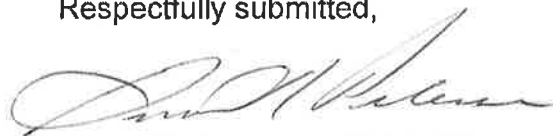
Fiscal Impact: There will be fees involved with the issuance of permits that will need to be established by Resolution and the potential for surety bonds to be required by the Director of Community Development.

Prepared by:



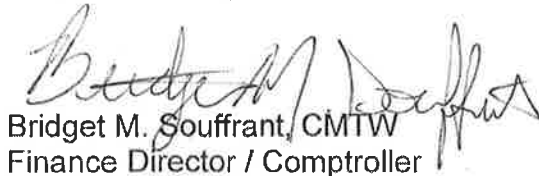
Lawrence J. Haskin
City Attorney

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

ORDINANCE NO. 2753

BY: _____

AN ORDINANCE TO CREATE SECTION 6.26 OF THE MUNICIPAL CODE REGARDING
SIDEWALK AREA DINING FACILITIES

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

SECTION 1: Section 6.26 of the Municipal Code is hereby created to read as follows:

SEC. 6.26 SIDEWALK AREA DINING FACILITIES; PERMITS

- (a) **PURPOSE.** The purpose of this section is to establish reasonable rules and regulations governing placement, operation and maintenance of sidewalk area dining facilities in the public right-of-way. The City may allow such uses in the public way but must first ensure that convenience, safety and general access for pedestrians will be maintained.
- (b) **DEFINITION.** A “sidewalk area dining facility” shall mean an open air space located in the public right-of-way and created for the purpose of consuming food or beverages prepared on private property adjacent thereto.
- (c) **PERMIT REQUIRED.** It shall be unlawful for any person to use the public right-of-way as a sidewalk area dining facility without first obtaining a permit therefore. The application and annual space rental fee for sidewalk area dining facilities shall be as specified in Section 3.40.
- (d) **PERMIT.**
 - (1) **Application.** Application for such a permit shall be made to the Director of Community Development or designee. Applications shall include a dimensioned drawing illustrating existing physical conditions in the location of the proposed sidewalk area dining facility, a dimensioned site plan showing proposed design of the sidewalk area dining facility (i.e. layout of tables, chairs, planters, fencing or other barricades, lights, signs, relationship to entrances and other street level physical features of the associated building) and a written plan of operation. The plan of operation at a minimum shall indicate:
 - a. The expected starting date and ending date of the sidewalk area dining facility.
 - b. The proposed daily hours.
 - c. The planned capacity of the sidewalk area dining facility.
 - d. Whether any of the proposed sidewalk area dining facility improvements would be physically attached to public infrastructure and if so, how.
 - e. The Director of Community Development or designee shall develop appropriate application forms and may list on those forms additional information needed to adequately review applications. The application must be signed by both the applicant and the property owner (if other than the applicant).

- (2) Insurance. The applicant for a sidewalk area dining facility shall assume responsibility for all liability for damages to persons or property associated with creation, operation and maintenance of the sidewalk area dining facility and shall maintain the minimum insurance coverages specified in the City's Risk Management Policy. A certificate of insurance naming the city as an insured party shall be submitted prior to issuance of the permit.
 - (3) Surety Bond. The Director of Community Development or designee may require a bond of a surety company duly incorporated in the state of Wisconsin or duly licensed to do business in the state in such sum as he or she may require but not exceeding \$10,000, such bond to be approved by the City Attorney.
 - (4) Decision. The Director of Community Development or designee may either approve, conditionally approve or deny the application for a sidewalk area dining permit.
 - (5) Appeals. Any applicant aggrieved by the decision of the Director of Community Development or designee may appeal such decision to the Common Council.
 - (6) Permit Term. A sidewalk area dining permit shall be valid from the date of issuance to the end of the calendar year in which it was issued.
 - (7) Renewal. A sidewalk area dining permit may be renewed upon payment of the annual space rental fee (see Section 3.40).
 - (8) Display of Permit. The permit holder shall display the approved sidewalk area dining permit in proximity to the sidewalk area dining facility so that it will be visible to passing pedestrians.
- (e) REMOVAL. The permit holder shall remove all tables, chairs, fencing and other material associated with the sidewalk area dining facility and restore the public way whenever public necessity so requires as determined by Resolution of the Common Council or upon expiration of the permit. In addition, the Director of Community Development or designee may order the temporary removal of sidewalk area dining facilities for major civic events, emergency repairs or other public improvements. The permit holder shall not be entitled to any damages if or when removal is required.
- (f) MINIMUM SIDEWALK CLEARANCE. All sidewalk area dining facilities shall maintain a minimum sidewalk clearance of 5 feet, and the minimum clearance shall be kept clear of all obstructions, as specified in the guidelines provide by the Director of Community Development or designee under sub. (g).
- (g) GUIDELINES. The Director of Community Development or designee in administering this section shall establish guidelines. These guidelines shall include standards regarding the location, design and operation of sidewalk dining areas.
- (h) ASSOCIATED PERMITS. In order to construct and operate a sidewalk area dining facility, certain associated City permits or approvals may be required (e.g. building permit, extension of alcohol beverage premises license, health permit). Issuance of a sidewalk area dining permit does not alter the need to obtain any associated required permits.

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

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

Introduced this 16th day of February, 2015.

Passed and adopted this 16th day of February, 2015.

President, Common Council

Approved this 16th day of February, 2015.

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

#9

City of Oak Creek Common Council Report

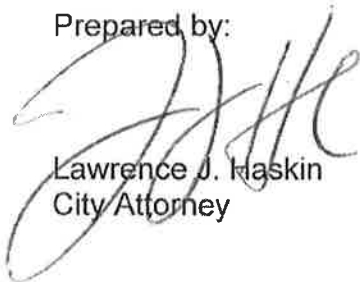
Meeting Date: 2/16/15

Recommendation: That the Common Council adopt Ordinance No. 2754, an Ordinance Approving a Lease with One West Drexel, LLC for Air Space Rights over Main Street for a Gateway Sign for Drexel Town Square.

Background: As part of the development of Drexel Town Square, One West Drexel, LLC ("OWD"), is proposing and the plans have reflected a gateway sign that spans Main Street near the intersection of Drexel Avenue and Main Street. Wis. Stats. §66.0915 authorizes the City to enter into a Lease with the owner of the property on either side of the gateway sign for the purposes of leasing the air space. The Lease for the air space has been prepared and reviewed by OWD and approved. This lease will authorize the leasing of the air space over the public street. The actual sign will require Plan Commission approval.

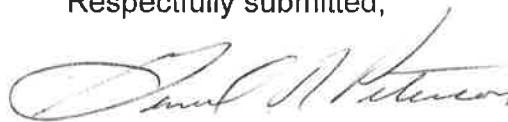
Fiscal Impact: None

Prepared by:



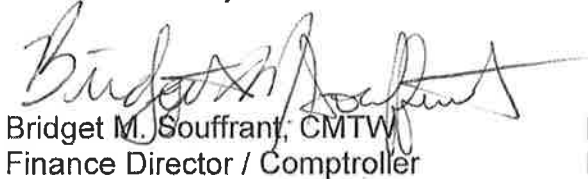
Lawrence J. Haskin
City Attorney

Respectfully submitted,



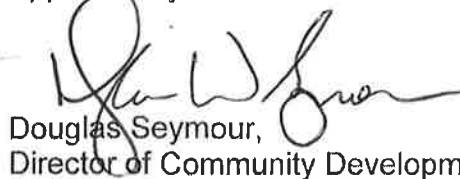
Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Approved by:



Douglas Seymour,
Director of Community Development

ORDINANCE NO. 2754

BY: _____

AN ORDINANCE APPROVING A LEASE WITH ONE WEST DREXEL, LLC, FOR AIR SPACE OVER MAIN STREET FOR A GATEWAY SIGN FOR DREXEL TOWN SQUARE

WHEREAS, One West Drexel, LLC ("OWD") is developing Drexel Town Square; and,

WHEREAS, a gateway sign that spans Main Street is proposed near the intersection of Main Street and Drexel Avenue; and,

WHEREAS, Wis. Stats. §66.0915 authorizes the City to enter into a lease with the persons who own the fee in the property on both sides of the portion of the street to be leased; and,

WHEREAS, the Common Council believes that it will be in the public interest to lease the airspace over Main Street to OWD for the purposes of constructing a gateway sign.

NOW THEREFORE, the Common Council of the City of Oak Creek does hereby ordain that the Lease by and between the City of Oak Creek and OWD for airspace rights over Main Street near the intersection of Drexel Avenue and Main Street be and the same is hereby approved.

Introduced this 16th day of February, 2015.

Passed and adopted this 16th day of February, 2015.

President, Common Council

Approved this 16th day of February, 2015.

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

AIR SPACE LEASE

Document Number

Document Title

The City of Oak Creek, a municipal Corporation, hereinafter called "Lessor", and **Drexel Town Square Owners' Association Inc.**, a Wisconsin non-stock corporation, hereinafter called "Lessee", pursuant to the provisions of Sec. 66.0915, Stats., do hereby make and enter into this Air Space Lease ("Lease") as of the ____ day of _____, 2015. The purpose of this Lease is to permit Lessee or its designee to install, maintain and replace a gateway sign (the "Sign") across and over Main Street at Drexel Town Square, in the City of Oak Creek.

1. Lease. Lessor hereby leases to Lessee air space over Main Street at Drexel Town Square, with the lowest part not less than zero feet (0') above the present roadway of Main Street and consisting of not more than seventy-two feet (72') in width and twenty-seven feet (27') in height, said air space (the "Premises") being more particularly described as follows:

Recording Area

Name and Return Address

Joseph E. Puchner
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202-4426

See Exhibit B attached hereto

Parcel Identification Number (PIN)

The foregoing description of the Premises shall be adjusted upon final as-built construction of the Sign. Lessee shall provide Lessor with an as-built legal air space description for the Premises within sixty (60) days after completion of construction of the Sign.

Lessor also hereby leases to Lessee, and the Premises shall include, ground space within the right-of-way of Main Street in approximately the locations shown on Exhibit A attached hereto for the purpose of installing support columns, utility connections and related equipment for the Sign.

2. Term. The term of this Lease shall run for a period of ninety-nine (99) years from the date of the execution of this Lease; provided, however, that Lessee may terminate this Lease at any time during the ninety-nine (99) year period by giving Lessor due notice of its intention to terminate this Lease in writing by registered or certified mail, at least six (6) months prior to the termination date specified in said notice; said termination however, shall not become effective until the Sign is completely removed.
3. Rental. The rental to Lessor by Lessee under this Lease shall be the sum of Ten Dollars (\$10.00) per year, which rental shall be paid by Lessee in annual payments to the Office

of the City Treasurer, the first payment being due upon a passage of an ordinance by the Common Council of the City of Oak Creek approving this Lease, and future annual payments to be due thirty (30) days prior to the annual anniversary date of this Lease. Lessee may prepay all of said rent, but shall not, if this Lease is thereafter terminated, be entitled to any refund or rebate.

4. Construction of Sign. Lessee covenants and agrees that it will construct and erect the Sign for Drexel Town Square, to be located entirely within the Premises under this Lease, in accordance with the overall development schedule for Drexel Town Square (it is anticipated that the Sign will be constructed not later than December 31, 2016).
5. Plans, Regulations and Permits. Lessee shall have plans and specifications for the Sign prepared by a registered professional engineer and approved by the City of Oak Creek (which approval will not be unreasonably withheld). The Sign shall be constructed in compliance with the intent of said plans and specifications to the reasonable satisfaction of the registered professional engineer who shall supervise the construction thereof. Lessee shall obtain the necessary permits for the construction of the Sign and shall pay all proper fees for the same.
6. Maintenance. Lessee shall safely maintain the Sign so that it will not be a hazard or danger to the persons or property of the public using the street below the Sign.
7. Insurance. Lessee shall maintain and keep in force during the term of this Lease public liability insurance under Lessee's general liability insurance policy (the "Policy"). Lessor shall be named as an additional insured on the policy.
8. Damage or Destruction of Sign. In the event of the destruction of the Sign by an act of God, casualty, public enemies, or by reason of riot or insurrection, this Lease shall terminate and Lessee shall not be required to pay any further rent to Lessor; provided, however, that this Lease shall not terminate if Lessee shall reconstruct the Sign or damaged portion thereof. Such reconstruction shall be commenced within six (6) months of the destruction, and in such event Lessee shall pay rental for any period during which the Sign was destroyed or inoperative.
9. Default and Remedies. In the event default shall be made at any time by Lessee in payment of rent and such default shall continue for a period of thirty (30) days after written notice thereof by registered mail or certified mail to Lessee by Lessor, or if default shall be made in any of the other terms and conditions to be kept, observed and performed by Lessee under this Lease, and such default shall continue for thirty (30) days after written notice thereof by registered or certified mail to Lessee from Lessor, or if default is of such a nature as to require more than thirty (30) days to effect a cure and Lessee shall not commence to cure such default within the 30-day period after notice as provided above, and thereafter diligently proceed to cure such default, then Lessor may at any time thereafter, prior to the curing of such default within reasonable time, declare the term of this Lease ended and terminated by giving Lessee written notice of such intention, and if possession of the Premises is not immediately surrendered, Lessor may re-enter thereon for possession itself thereof and declare this Lease to be terminated; and

in such event Lessor may require that Lessee remove and demolish the Sign at its own expense or Lessor may remove or demolish the Sign and require the payment of the expense thereof from Lessee to Lessor within thirty (30) days thereafter.

10. Surrender of the Premises. Upon the termination of this Lease, Lessee agrees to surrender or relinquish any claims or right to further utilize the Premises. Lessee shall, prior to surrender of the Premises, cause the Sign to be demolished and removed and the area returned to the same condition as it was when first acquired by Lessee in compliance with the applicable building codes.
11. Parties to Lease. This Lease shall be binding upon the parties hereto, and the successors and assigns of Lessor and Lessee, respectively.
12. Effect of other Ordinances. Provided that Lessee's right to use the Premises as set forth herein is not materially modified or infringed during the term of this Lease, this Lease and the ordinances under which it is executed shall not operate to repeal, rescind, modify or amend any ordinances or resolutions of the City of Oak Creek relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic, or any other ordinances, resolutions, or regulations not specifically set forth in the ordinance of which this Lease is a part or as authorized by said Sec. 66.0915.
13. Assignment. Lessee, and its successors and assigns, may assign its interest in this Lease to any party which is the successor to Lessee's rights as the "Association" under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Drexel Town Square, dated as of April 29, 2014 and which was recorded with Milwaukee County Register of Deeds on May 30, 2014 as Document No. 10363555, and as amended by that certain Amendment to Declaration dated as of December 9, 2014 and which was recorded with Milwaukee County Register of Deeds on December 11, 2014 as Document No. 10418826 (the "Declaration"). In addition, Lessee, and its successors and assigns, may assign its interest in this Lease, in whole or in part, to any party who holds fee title to any of the land abutting the Premises described on Exhibit B attached hereto (the "Adjacent Parcels"). With respect to each assignment, if the assignee executes a written instrument whereby it agrees to assume and be bound by all of the responsibilities and obligations of Lessee under this Lease, the assignor shall be released from all obligations and liabilities under this Lease. With respect to an assignment to an owner of an Adjacent Parcel, the covenants, terms and conditions of this Lease shall run with the land and shall benefit and burden such Adjacent Parcel.

IN WITNESS WHEREOF, the City of Oak Creek has caused these presents to be signed by Stephen Scaffidi, Mayor, and Catherine A. Roeske, City Clerk, and countersigned by Bridget Souffrant, City Comptroller, at Oak Creek, Wisconsin, and its corporate seal to be hereunto affixed this ____ day of _____, 2015.

CITY OF OAK CREEK

By: _____
Stephen Scaffidi, Mayor

By: _____
Catherine A. Roeske, City Clerk

Signed and sealed in the presence of:

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

On this ____ day of _____, 2015, personally came before me Stephen Scaffidi, Catherine A. Roeske, and Bridget Souffrant, the Mayor, City Clerk and Comptroller respectively of the City of Oak Creek, and to me known to be the persons who executed the foregoing instrument and acknowledged the same in such capacity.

[Notarial Seal]

Print name: _____
Notary Public, Milwaukee County, WI
My commission expires: _____

EXHIBIT A

Sign Location

[Include depiction of Sign and supporting columns]

EXHIBIT B

Adjacent Parcels

1. Lot 2 of Certified Survey Map No. 8640, which was recorded with the Milwaukee County Register of Deeds on November 19, 2014 as Document No. 10413367.
2. Lot 4 of Certified Survey Map No. 8640, which was recorded with the Milwaukee County Register of Deeds on November 19, 2014 as Document No. 10413367.

PINs: _____

City of Oak Creek Common Council Report

Meeting Date: February 16, 2015

Item No.: 10

Recommendation: That the Common Council approves payment of the obligations as listed on the February 11, 2015 Vendor Summary Reports.


Background: Of note are the following payments:

1. \$34,284.00 to Chamberlin Group, LLC (pg #1) for October through December City Hall/Library and Fire Station owner representative services.
2. \$25,493.57 to Davis & Kuelthau, S.C. (pg #1) for May through October legal services.
3. \$8,250.00 to Geo Engineering Consulting LLC (pg #2) for North Bluff Stabilization consulting services.
4. \$19,209.57 to Godfrey & Kahn S.C. (pgs #2) for December legal services Drexel Town Square and Lake Vista projects.
5. \$24,786.70 to Graef (pg #2) for Drexel Town Square project services.
6. \$6,272.79 to JPMorgan Chase Bank NA (pgs #2-3) for equipment, supplies, legal notices, and educational materials.
7. \$9,345.14 to Milwaukee County Treasurer (pg #3) for November and December court fines.
8. \$25,314.58 to Oak Creek-Franklin Joint School District (pg #3) for 2014 portion of mobile home fees.
9. \$23,091.23 to WI Court Fines & Surcharges (pg #4) for November and December court fines.
10. \$6,906.95 to WE Energies (pg #4) for street lighting.
11. \$21,596.00 to Buelow Vetter Buikema Olson (pgs #2-3) for January police/fire negotiations and other personnel matters.
12. \$13,925.00 to CDW Government, Inc. (pg #3) for computer server.
13. \$13,928.00 to Chamberlin Group, LLC (pg #3) for January City Hall/Library and Fire Station owner representative services.
14. \$29,833.50 to A Compass Minerals Company (pg #4) for road salt.
15. \$42,897.93 to JPMorgan Chase Bank NA (pgs #9-13) for dues and publications, travel/training, minor equipment, office supplies, building maintenance, data services (credit due), police equipment and vehicle maintenance.
16. \$26,097.60 to Milwaukee Cty Federated Library (pg #14) for 2015 annual service fees.
17. \$6,756.14 to Minnesota Life Insurance Co (pg #15) for group life insurance.
18. \$11,037.00 to Motorola Solutions, Inc. (pg #15) for the dispatch console control station.
19. \$5,120.00 to Professional Service (pg #17) for ground water monitoring services.
20. \$10,320.00 to Tyler Technologies, Inc. (pg #19) for assessment consulting services.
21. \$14,732.95 to World Fuel Services, Inc. (pg #20) for fuel inventory.

Fiscal Impact: Total claims paid of \$193,391.36 for 2014 and \$272,690.63 for 2015, combined total \$466,081.99.

Prepared by/Fiscal Review by:

Respectfully submitted,


Bridget M. Souffrant, CMTW
Finance Director/Comptroller


Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: February 16, 2015

Item No.: ||

Recommendation: That the Common Council considers a motion to enter into a design and construction services contract with the consulting engineering firm SEH for Abendschein Park Phase 3, for a not-to-exceed amount of \$43,626. (Project No. 15015) (3rd Aldermanic District)


Background: The project is further development of Abendschein Park with additional pathways, native plantings, and a third pedestrian bridge over the creek. The project would be constructed this year.

The contract for the consulting engineering services involves the pedestrian bridge; including the geotechnical investigation, stream hydraulic modeling, environmental permitting, and field survey and construction inspection. City staff will design the pathways and plantings and develop the overall bid package.

The request to enter into a contract with SEH stems from the successful design and construction services that the firm (then known as Yaggy Colby) provided in the 2012 phase of the park development, which included the first two pedestrian bridges, and there are efficiencies in working with the same firm on this next phase. Staff has reviewed SEH's proposal and over the course of the last few weeks together have honed in on a figure that is fair for the effort. The contract amount of \$43,626 breaks down to \$29,687 for design services and \$13,939 for construction services.

Fiscal Impact: Payment for the engineering design and construction services contract work would come from funds reserved under Project No. 15015, for which the funding source is existing park impact fees.

Prepared by:


Michael C. Simmons, P.E.
City Engineer

Respectfully submitted,


Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:


Pete Wagner
Zoning Administrator/Planner

Fiscal review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

SHORT ELLIOTT HENDRICKSON INC.
Agreement for Professional Services

This Agreement is effective as of February 10, 2015, between City of Oak Creek (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Abendschein Park- Phase 3 Pedestrian Bridge.

Client's Authorized Representative: Mike Simmons
Address: 8640 S. Howell Ave
Oak Creek, WI 53154
Telephone: 414.768.5859 **email:** msimmons@oakcreek.wi.org

Project Manager: Stephen Hanson
Address: 501 Maple Ave
Delafield, WI 53018
Telephone: 414.949.8917 **email:** shanson@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 08.03.11), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Services:

1. Provide construction management for the one pedestrian bridge within authority of the City, on days that the bridge contractor is on the site.
2. Provide design for pedestrian bridge and pertinent specifications sections as part of the overall Phase 3 project. SEH assumes that the cross section for the new bridge will permit use of similar design characteristics as the 2012 bridge spanning Oak Creek, expecting some variations required for abutment, grading.
3. Attend preconference and other key meetings.
4. Subcontract a soils engineer to provide sub-surface exploration of one 40-foot deep boring at each (2) abutment. The cost of drilling to excessive depths might necessitate a change order. Will also arrange for strength testing of concrete cylinders for each concrete placement.
5. Provide survey of site to capture locations of borings, located wetlands, existing stream bank conditions, water surface elevation.
6. Provide survey layout of the bridge for the contractor, including center line layout and grades, pile locations, benchmarks, etc.
7. Review and comment on contractor shop drawings and material submittals pertinent to the bridge.
8. Provide construction observation/inspection of key elements of the bridge construction, including but not limited to the following: pile driving; materials inspection; structure location; rebar installation; on-site concrete testing.
9. Perform a joint punch list inspection with the City and appropriate contractors and provide the City with a bridge-specific punch list of issues for the contractor to resolve.
10. Provide the City with recommendations on contractor payments, substantial completion, and contract close-out.
11. Perform other functions on an as-needed basis. Such as arrange for alternate wetlands locator.

Items to be Furnished by Client:

Site plan, topography.

Procedure for additional work:

As your project progresses, additional work beyond the scope of this agreement may be required. Please initial below how you would like us to proceed with such work (we will default to the second option if you elect to not initial a choice at this time):

- Time is critical. Proceed with any additional work and notify me with the details as soon as possible. I understand that this work will be performed on an hourly, time and expense basis, and will be invoiced under the terms described previously.
- Contact me (or my designated representative) to obtain my verbal authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project or result in a work stoppage. I will provide my emergency contact information and designated representative(s), as applicable.
- Contact me (or my designated representative) to obtain my written authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project or result in a work stoppage. I will provide my emergency contact information and designated representative(s), as applicable.

This document outlines the Scope of Work, Schedule, and Fees for the proposed additional services you have requested, *which fall outside of the scope of our original contract*. Prior to proceeding with any work on this item, we require your authorized signature accepting this scope of work, the impact on schedule, and the fees to accomplish this effort on your behalf.

Items Not Included:

Other services that are NOT included, but may be provided by SEH-Yaggy for an additional fee are: replacing missing lot irons and wetland marking.

Schedule: Said work, as described in Scope, will be completed *as mutually agreed upon* after receipt of signed contract and all items to be furnished by client. All work is subject to weather and field conditions.

Payment: The fee is hourly estimated to be \$43,626 including expenses and equipment

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.


This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Oak Creek

By: 

Michael Court, PE
Title: Principal

By: _____
Title: _____

Exhibit A-1
to Agreement for Professional Services
Between City of Oak Creek (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 10, 2015
Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment. Current billing rates shall be the Rate Table Method **OR** Actual Billing Rates of Personnel Method as indicated in the Agreement.

1. **Rate Table Method** - Current billing rates for employees shall be those listed on a standard rate table submitted and approved as part of this Agreement. The employee rates in the approved rate tables shall include the cost of computers and cellular phones. The cost of other expenses and equipment shall be paid for as reimbursable expenses as identified in Paragraphs B and C of this Exhibit.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the Rate Table Method is conditioned on completion of the work within the effective period of the rate table. Should the time required to complete the work be extended beyond this period, the rates in the Rate Table shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices in small claims court or through the American Arbitration Association Construction Industry Rules without the necessity of any mediation proceedings and the Client agrees to be bound by such venue.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

City of Oak Creek Common Council Report

Meeting Date: February 16, 2015

Item No.: 12

Recommendation: That the Council adopts Resolution No. 11594-021615 approving a certified survey map for the property at 7902 S. 6th St.

Background: One West Drexel, LLC, is requesting approval of a Certified Survey Map that would split the property at 7902 S. 6th St. into two lots of conforming size and width. Lot 1 will be 1.4894 acres following division; Lot 2 will be 1.0174 acres following division. It is anticipated that a multitenant building will be constructed on Lot 1, which will share a parking lot with Lot 2. Mixed use buildings similar to those on the southern part of Main Street are anticipated for Lot 2 at this time.

The Plan Commission has reviewed this request and has recommended its approval with the condition that any technical corrections are made prior to recording.

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

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11594-021615

BY: _____

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

7902 S. 6th St.
(2nd Aldermanic District)

WHEREAS, ONE WEST DREXEL, LLC, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

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

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to any technical corrections being made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of February, 2015.

Passed and adopted this 16th day February of 2015.

President, Common Council

Approved this 16th day of February, 2015.

Mayor

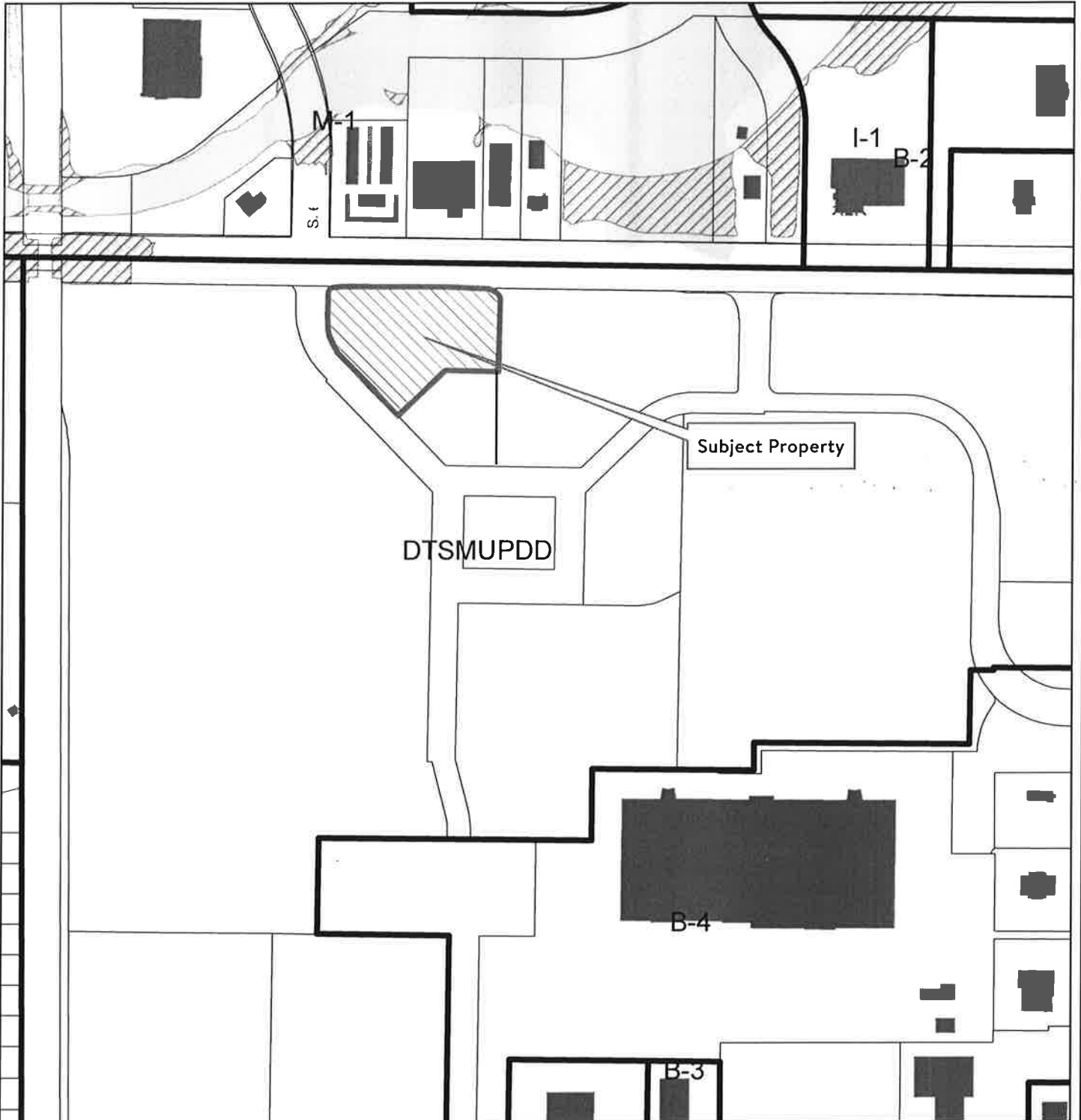
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map

7902 S. 6th St.



OAKCREEK
— WISCONSIN —

Department of Community Development



Legend

- 7902 S. 6th St.
- Floodfringe
- Floodway
- Flood Fringe (FF)
- Shoreland Welland Conservancy (C-1)
- Lakefront Overlay District (LOD)
- Mixed Use Neighborhood Overlay (NO)
- Mixed Use Office Overlay (OO)
- Regional Retail Overlay District (RR)

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

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8643 and part of vacated South 6th Street, in the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

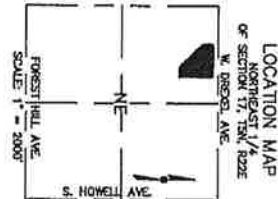
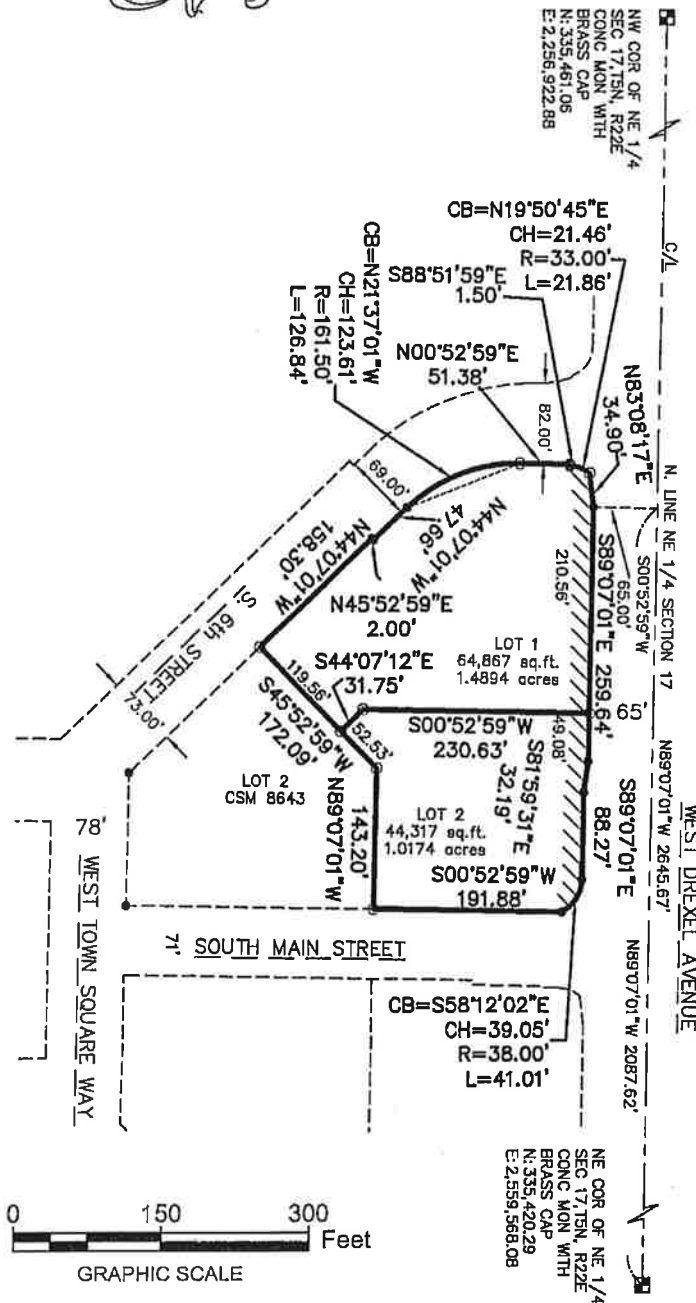
THESE PARCELS ARE AFFECTED BY OFFICIALLY MAPPED STREETS.

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

SEE SHEET 2 FOR EASEMENT DETAILS

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

LOT 1 AND LOT 2 RESTRICTED TO NO DIRECT VEHICULAR ACCESS TO WEST DREXEL AVENUE



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

R.A. Smith National, Inc.

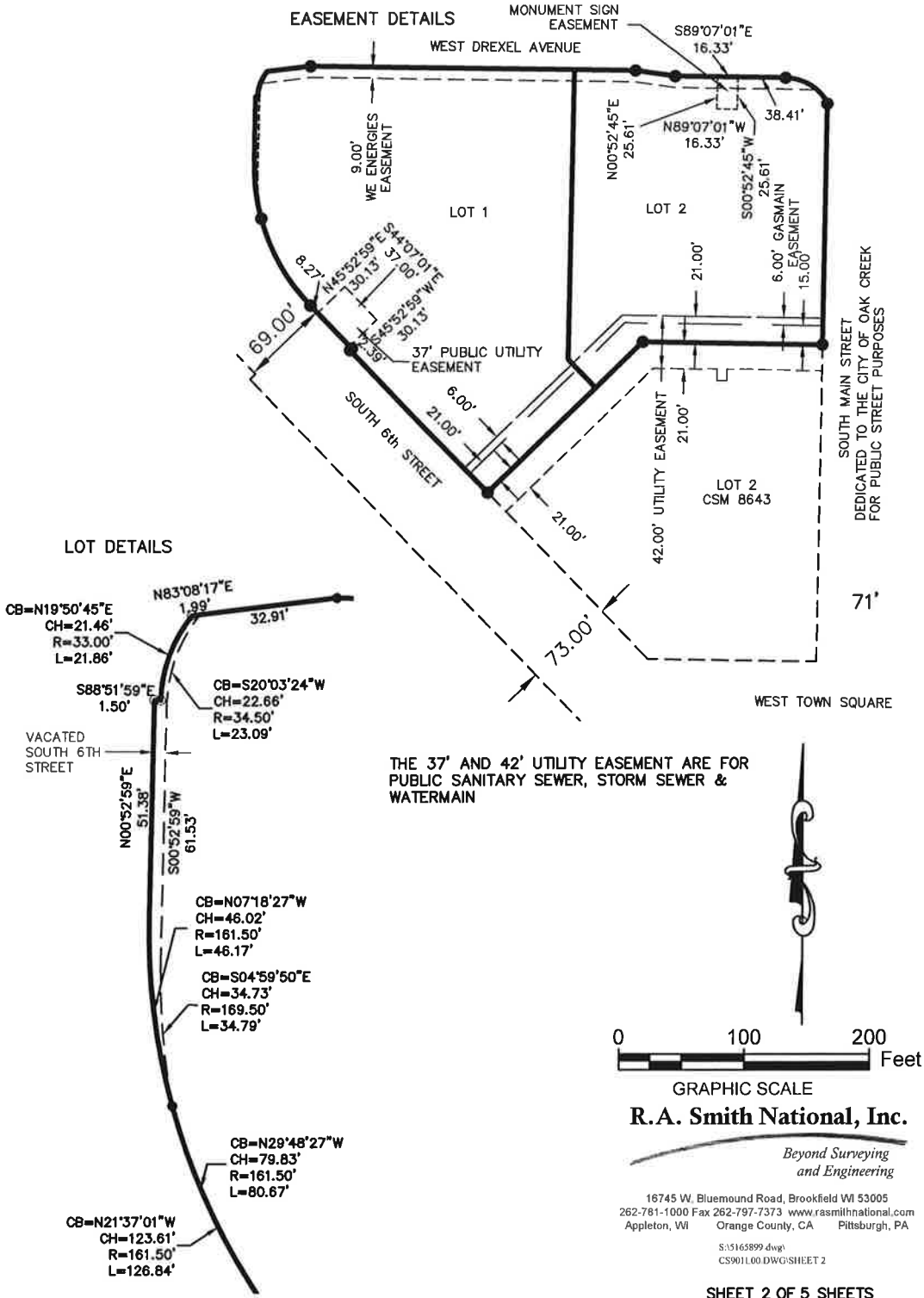
*Beyond Surveying
and Engineering*

18746 W. Bluemound Road, Brookfield WI 53005
282-781-1000 Fax 262-787-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsborough, PA

S:\5162899\dwg\CS901L00 DWCSHEET 1

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8643 and part of vacated South 6th Street, in the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8643 and part of vacated South 6th Street, in the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of Lot 1 of Certified Survey Map No. 8643, and part of vacated South 6th Street, in the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows;

COMMENCING at the Northeast corner of the Northeast 1/4 of said Section 17; thence North 89°07'01" West along the North line of the Northeast 1/4 Section 2087.62 feet to a point; thence South 00°52'59" west 65.00 feet to a point in the South line of West Drexel Avenue and the point of beginning of lands to be described;
thence South 89°07'01" East along said South line 259.64 feet to a point; thence South 81°59'31" East along said South line 32.19 feet to a point; thence South 89°07'01" East along said South line 88.27 feet to a point; thence Southeasterly 41.01 feet along the arc of a curve whose center lies to the Southwest, whose radius is 38.00 feet and whose chord bears South 58°12'02" East 39.05 feet to a point; thence South 00°52'59" West along the West line of South Main Street 191.88 feet to a point; thence North 89°07'01" West 143.20 feet to a point; thence South 45°52'59" West 172.09 feet to a point; thence North 44°07'01" West along the East line of South 6th Street 158.30 feet to a point; thence North 45°52'59" East along said East line 2.00 feet to a point; thence North 44°07'01" West along the East line of South 6th Street 47.66 feet to a point; thence Northwesterly 126.84 feet along said East line and the arc of a curve whose center lies to the Northeast, whose radius is 161.50 feet and whose chord bears North 21°37'01" West 123.61 feet to a point; thence North 00°52'59" East along said East line 51.38 feet to a point; thence South 88°51'59" East along said East line 1.50 feet to a point; thence Northeasterly 21.86 feet along said East line and the arc of a curve whose center lies to the Northeast, whose radius is 33.00 feet and whose chord bears North 19°50'45" East 21.46 feet to a point; thence North 83°08'17" East along the South line of West Drexel Avenue 34.90 feet to the point of beginning.

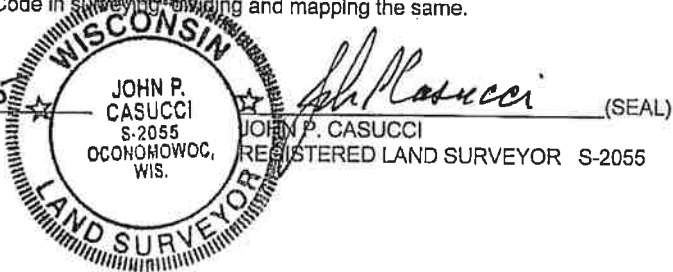
Said land contains 109,193 square feet or 2.5067 acres.

THAT I have made the survey, land division and map by the direction of ONE WEST DREXEL LLC, owners.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Municipal Code in surveying, dividing and mapping the same.

DATE January 6, 2015



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8643, and part of vacated South 6th Street, in the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

As owners, ONE WEST DREXEL LLC, hereby certify that we have caused the land described on this map, to be surveyed, divided and mapped as represented on this Certified Survey Map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Municipal Code

ONE WEST DREXEL LLC, as owners, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Oak Creek

ONE WEST DREXEL LLC

By: WISPARK LLC, its Manager

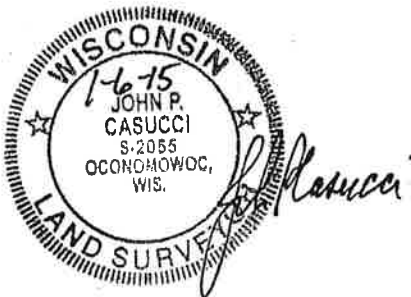
By: _____
Jerold P. Franke, President

STATE OF WISCONSIN }
 }SS
MILWAUKEE COUNTY }

PERSONALLY came before me this _____ day of _____, 2015, the above named Jerold P. Franke, President of WISPARK LLC, Manager of ONE WEST DREXEL LLC, to me known to be the person who executed the foregoing Instrument.

_____(SEAL)
Notary Public, State of Wisconsin

My commission expires _____



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8643, and part of vacated South 6th Street, in the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

PLANNING COMMISSION OF APPROVAL

Certified Survey Map accepted by the Planning Commission of the City of Oak Creek on this _____ day of _____, 2015.

MAYOR STEPHEN SCAFFIDI, CHAIRMAN

DOUGLAS SEYMOUR, SECRETARY

COMMON COUNCIL APPROVAL

Certified Survey Map approved by the Common Council of the City of Oak Creek on this _____ day of _____, 2015, by Resolution No. _____.

STEPHEN SCAFFIDI, MAYOR

CATHERINE ROESKE, CITY CLERK

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by ONE WEST DREXEL LLC, Grantor, to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee,

WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation; Grantee, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the CSM designated as "Utility Easement Areas" and the property designated on the CSM for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.



THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI,
REGISTERED LAND SURVEYOR S-2055

City of Oak Creek Common Council Report

Meeting Date: February 16, 2015

Item No.: 13


Recommendation: That the Council adopts Resolution No. 11595-021615 approving a certified survey map for the property at 601 W. Drexel Ave.

Background: One West Drexel, LLC, is requesting approval of a Certified Survey Map that would split the property at 601 W. Drexel Ave. into two lots of conforming size and width, and one Outlot. This is the first of two CSMs submitted for review for this evening. Lot 1 will be 6.9025 acres following division, and will be developed with a Froedtert facility. Lot 2 will be 7.9882 acres following division, and will be developed in phases with the Emerald Row apartments. Outlot 1 will be dedicated as a public wetland park.

The Plan Commission has reviewed this request and has recommended its approval with the condition that any technical corrections are made prior to recording.

Fiscal Impact: This CSM affects property that will be developed with a Froedtert medical facility, Emerald Row apartments, and the public wetland park. Development of the Froedtert facility and apartment development will result in positive fiscal impacts for the City in terms of taxes and impact fees. It is unknown at this time the exact nature or square footage of the Froedtert facility.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11595-021615

BY: _____

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

601 W. Drexel Ave.
(2nd Aldermanic District)

WHEREAS, ONE WEST DREXEL, LLC, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

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

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to any technical corrections being made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of February, 2015.

Passed and adopted this 16th day of February, 2015.

President, Common Council

Approved this 16th day of February, 2015.

Mayor

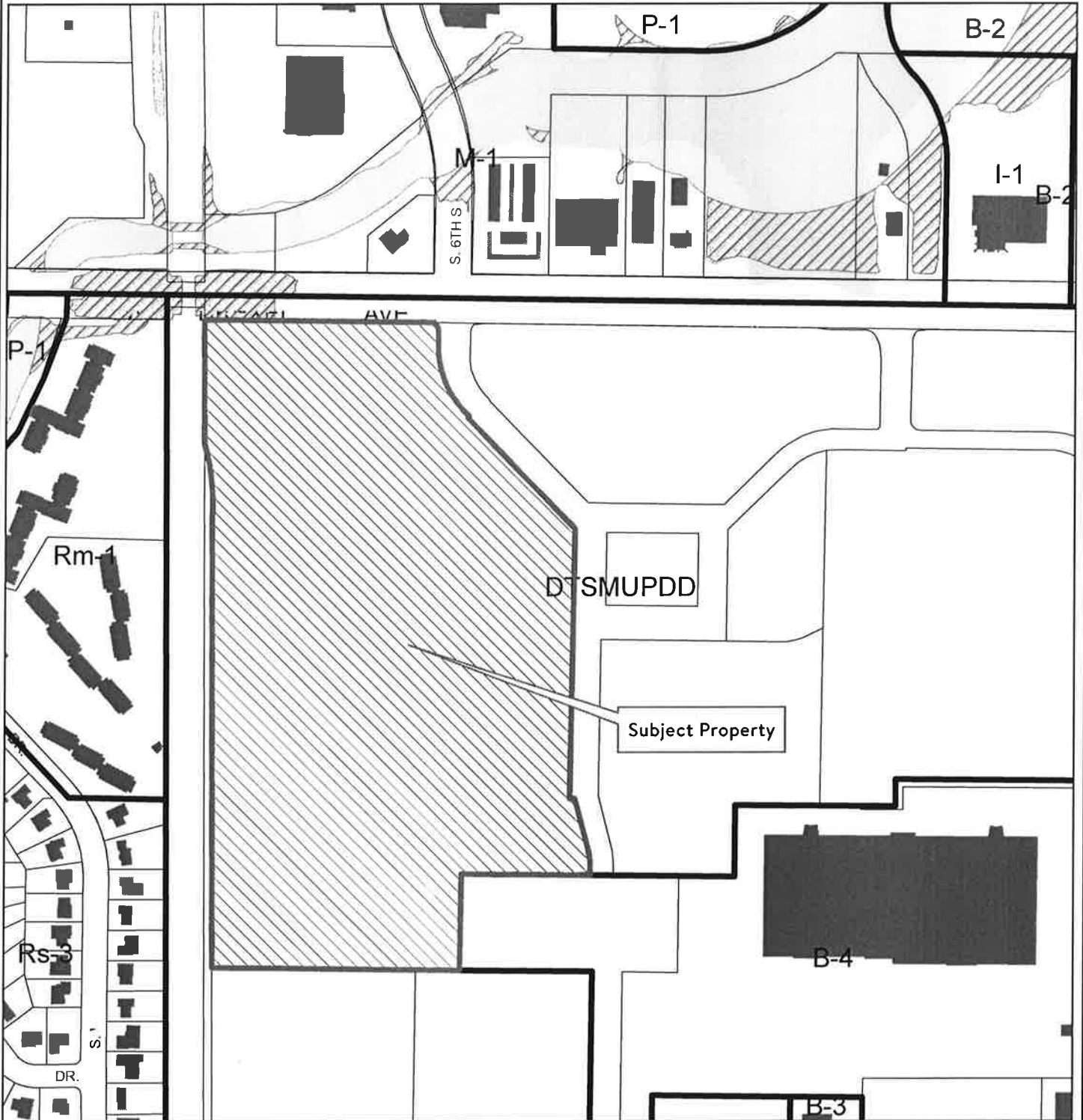
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

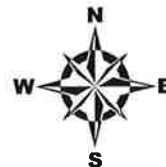
Location Map

601 W. Drexel Ave.



OAKCREEK
— WISCONSIN —

Department of Community Development



Legend

- 601 W. Drexel Ave.
- Flood Fringe (FF)
- Flood Fringe (FF)
- Shoreland Wetland Conservancy (C-1)
- Lakefront Overlay District (LOD)
- Mixed Use Neighborhood Overlay (NO)
- Mixed Use Office Overlay (OO)
- Regional Retail Overlay District (RR)

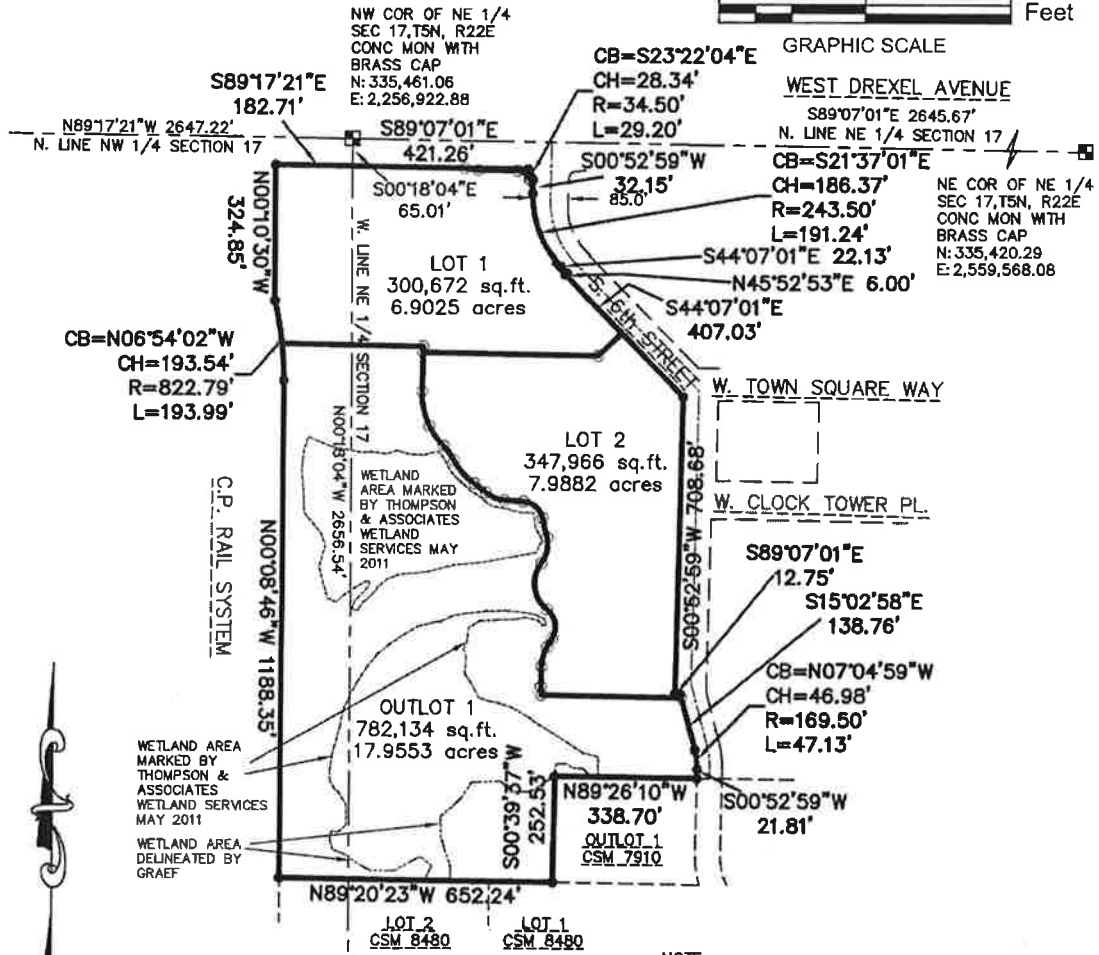
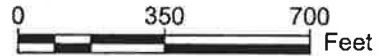
This map is not a survey of the actual boundary of any property this map depicts.

CERTIFIED SURVEY MAP NO. _____

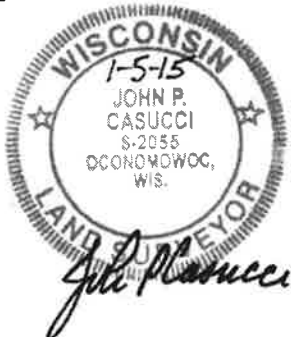
A division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.
- Ⓧ INDICATES DEDICATED TO THE CITY OF OAK CREEK FOR PUBLIC STREET PURPOSES

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



NOTE:
THESE PARCELS ARE AFFECTED BY OFFICIALLY MAPPED STREETS.
LOT 1 RESTRICTED TO NO ACCESS TO WEST DREXEL AVENUE



R.A. Smith National, Inc.

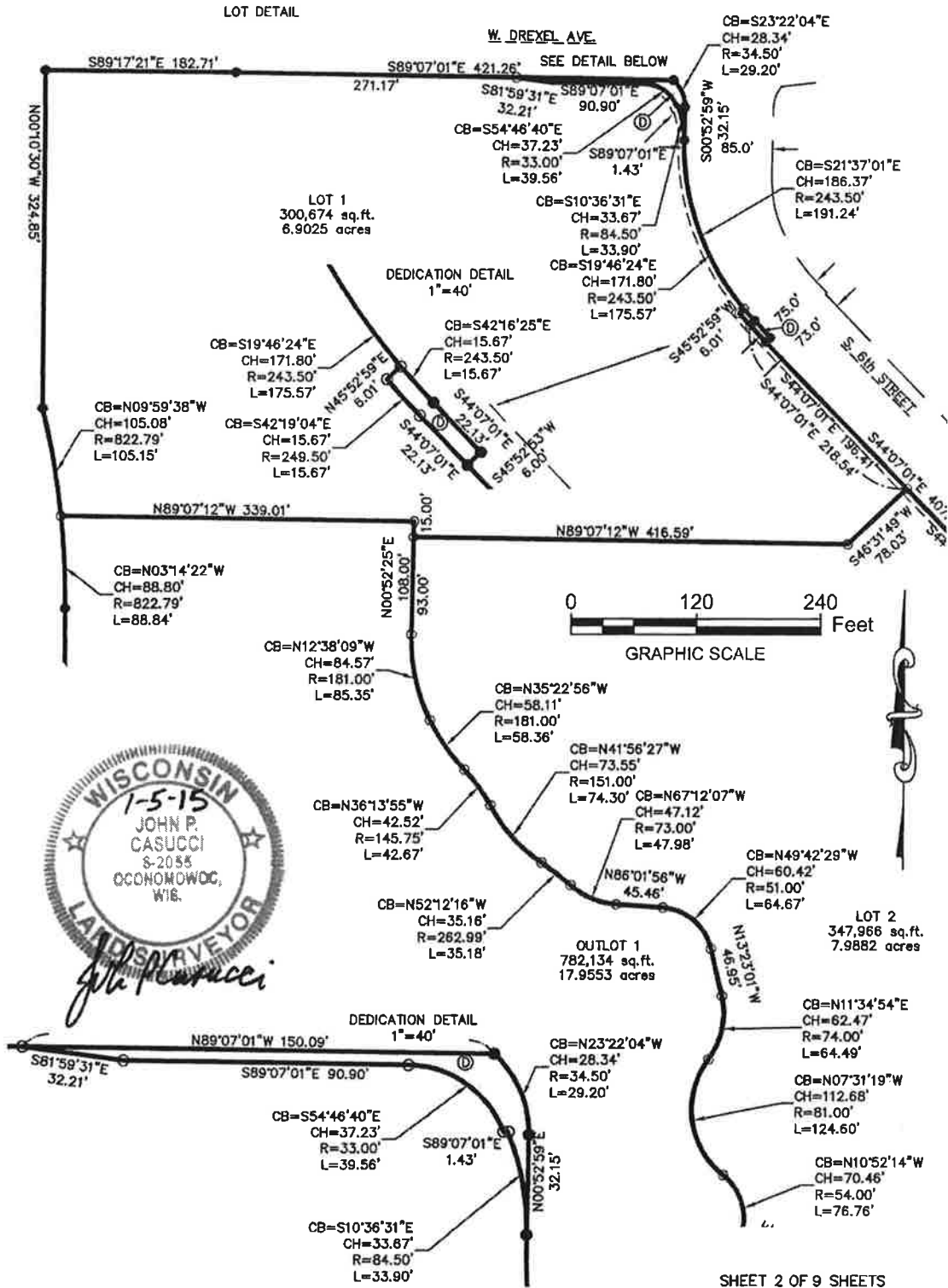
*Beyond Surveying
and Engineering*

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

S:15165899.dwg
CSA01100.DWG/SHEET 1

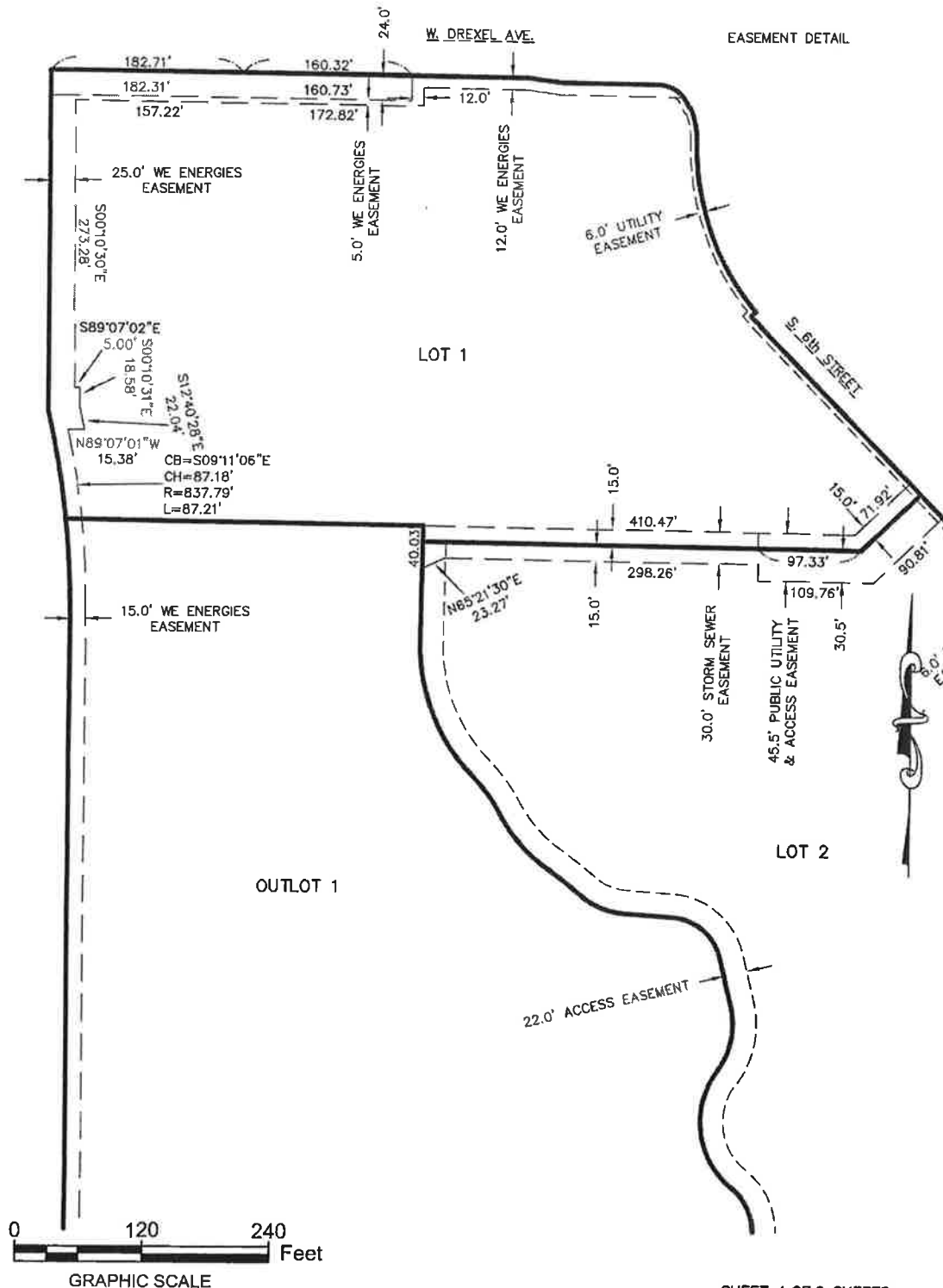
CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

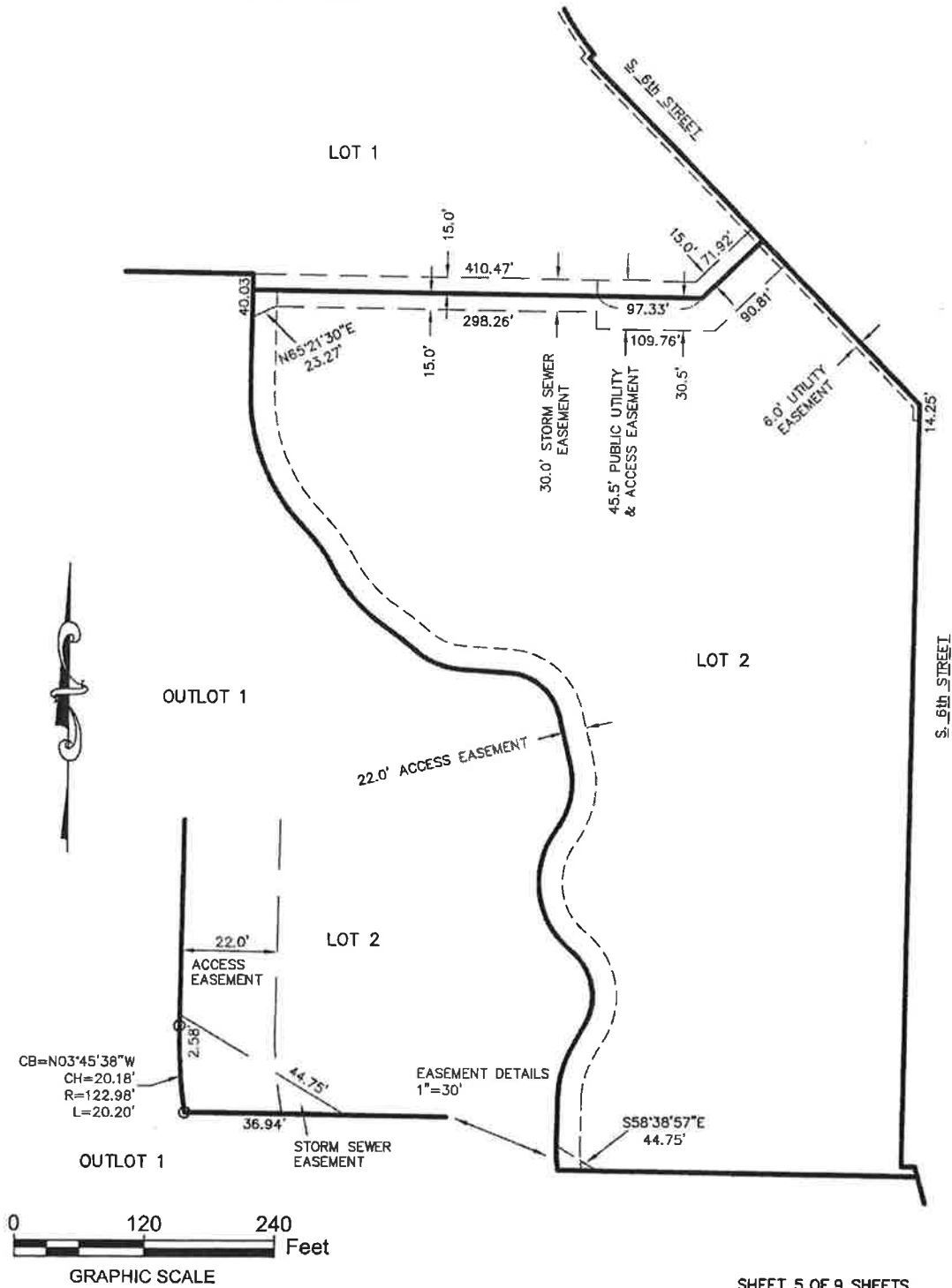
A division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

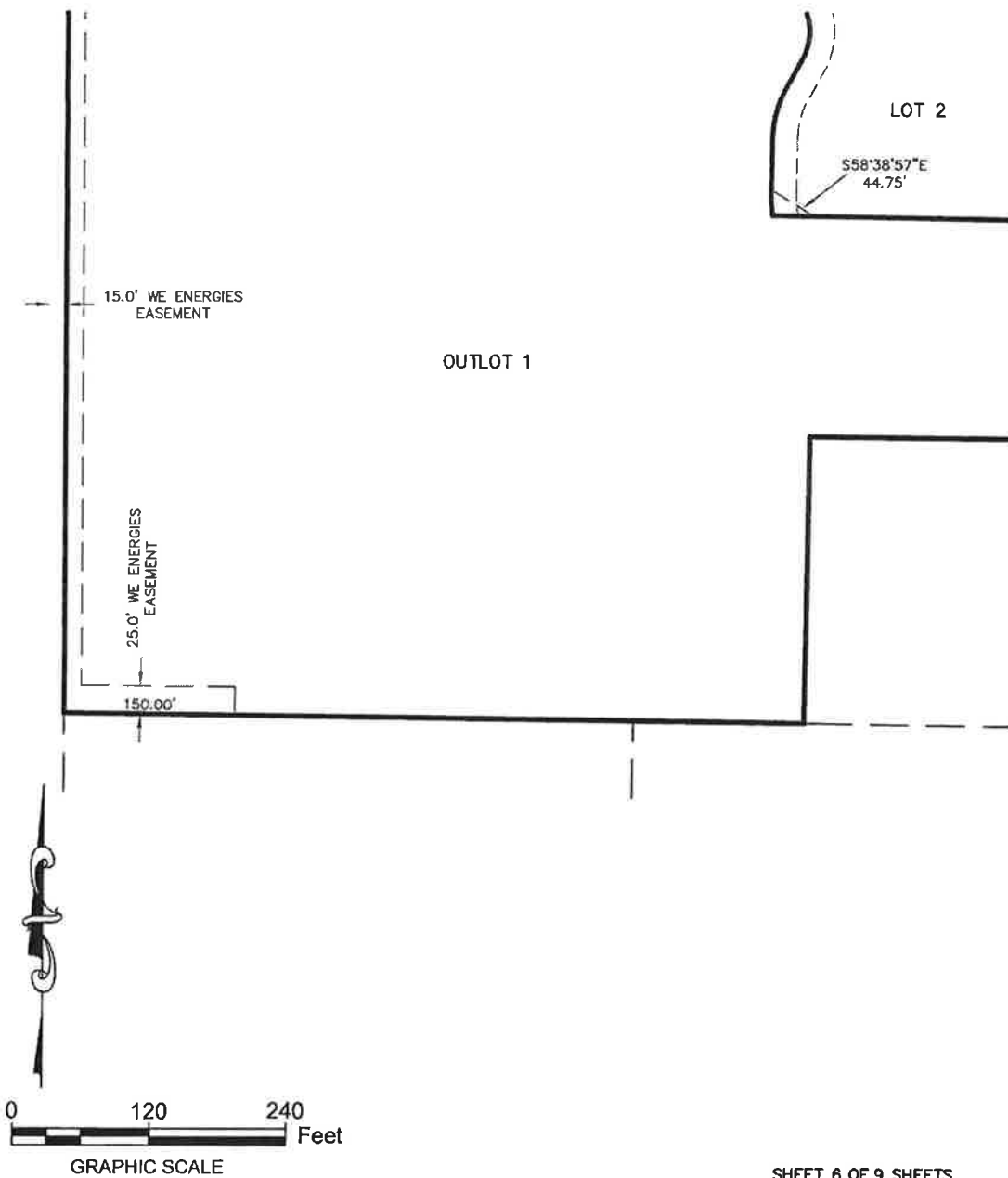
EASEMENT DETAIL



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

EASEMENT DETAIL



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Said land contains 1,431,911 square feet or 32.8722 acres.

THAT I have made the survey, land division and map by the direction of ONE WEST DREXEL LLC, owners.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Municipal Code in surveying, dividing, dedicating and mapping the same.

DATE January 5, 2015 _____ (SEAL)
 JOHN P. CASUCCI
 REGISTERED LAND SURVEYOR S-2055



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

As owners, ONE WEST DREXEL LLC, hereby certify that we have caused the land described on this map, to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Municipal Code

ONE WEST DREXEL LLC, as owners, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Oak Creek

ONE WEST DREXEL LLC

By: **WISPARK LLC, its Manager**

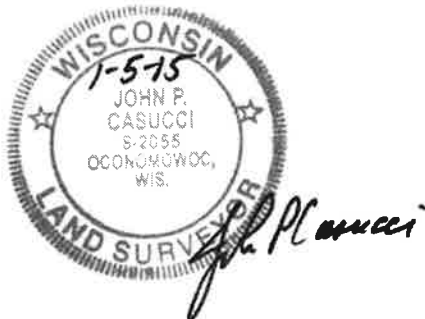
By: _____
Jerold P. Franke, President

STATE OF WISCONSIN }
 }SS
MILWAUKEE COUNTY }

PERSONALLY came before me this _____ day of _____, 2015, the above named Jerold P. Franke, President of WISPARK LLC, Manager of ONE WEST DREXEL LLC, to me known to be the person who executed the foregoing instrument.

_____(SEAL)
Notary Public, State of Wisconsin

My commission expires _____



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

PLANNING COMMISSION OF APPROVAL

Certified Survey Map accepted by the Planning Commission of the City of Oak Creek on this _____ day of _____, 2015.

MAYOR STEPHEN SCAFFIDI, CHAIRMAN

DOUGLAS SEYMOUR, SECRETARY

COMMON COUNCIL APPROVAL

Certified Survey Map approved by the Common Council of the City of Oak Creek and dedication accepted on this _____ day of _____, 2015, by Resolution No. _____.

STEPHEN SCAFFIDI, MAYOR

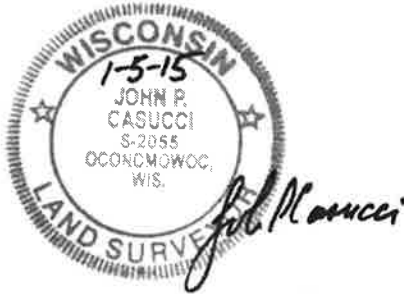
CATHERINE ROESKE, CITY CLERK

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by ONE WEST DREXEL LLC, Grantor, to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee,

WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation; Grantee, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the CSM designated as "Utility Easement Areas" and the property designated on the CSM for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.



City of Oak Creek Common Council Report

Meeting Date: February 16, 2015

Item No.: 14

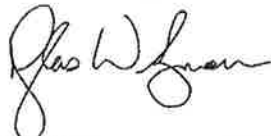
Recommendation: That the Council adopts Resolution No. 11596-021615 approving a certified survey map for the property at 601 W. Drexel Ave.

Background: One West Drexel, LLC, is requesting approval of a Certified Survey Map that would split the property at 601 W. Drexel Ave. (Lot 2 of the previously-reviewed CSM) into three lots of conforming size and width. This is the second of two CSMs submitted for review for this evening. Lot 1 will be 3.5853 acres following division, and will be developed as Phase I of Emerald Row. Lot 2 will be 3.1465 acres following division, and will be developed as Phase II of Emerald Row. Lot 3 will be 1.2564 acres following division, and will be developed as Phase III of Emerald Row.

The Plan Commission has reviewed this request and has recommended its approval with the condition that any technical corrections are made prior to recording.

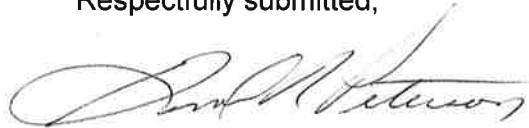
Fiscal Impact: This CSM affects property that will be developed with Emerald Row apartments. Phase I of the Emerald Row apartment development will have 167 apartments that are anticipated to produce an estimated \$419,657 in impact fees. Two future retail spaces on the apartment property will generate an estimated \$1,186 in impact fees. The property is part of Drexel Town Square and TID 11.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11596-021615

BY: _____

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

601 W. Drexel Ave.
(2nd Aldermanic District)

WHEREAS, ONE WEST DREXEL, LLC, hereinafter referred to as the subdivider, has submitted a Certified Survey Map in compliance with all statutory requirements; and

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

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

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to any technical corrections being made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of February, 2015.

Passed and adopted this 16th day of February, 2015.

President, Common Council

Approved this 16th day of February, 2015.

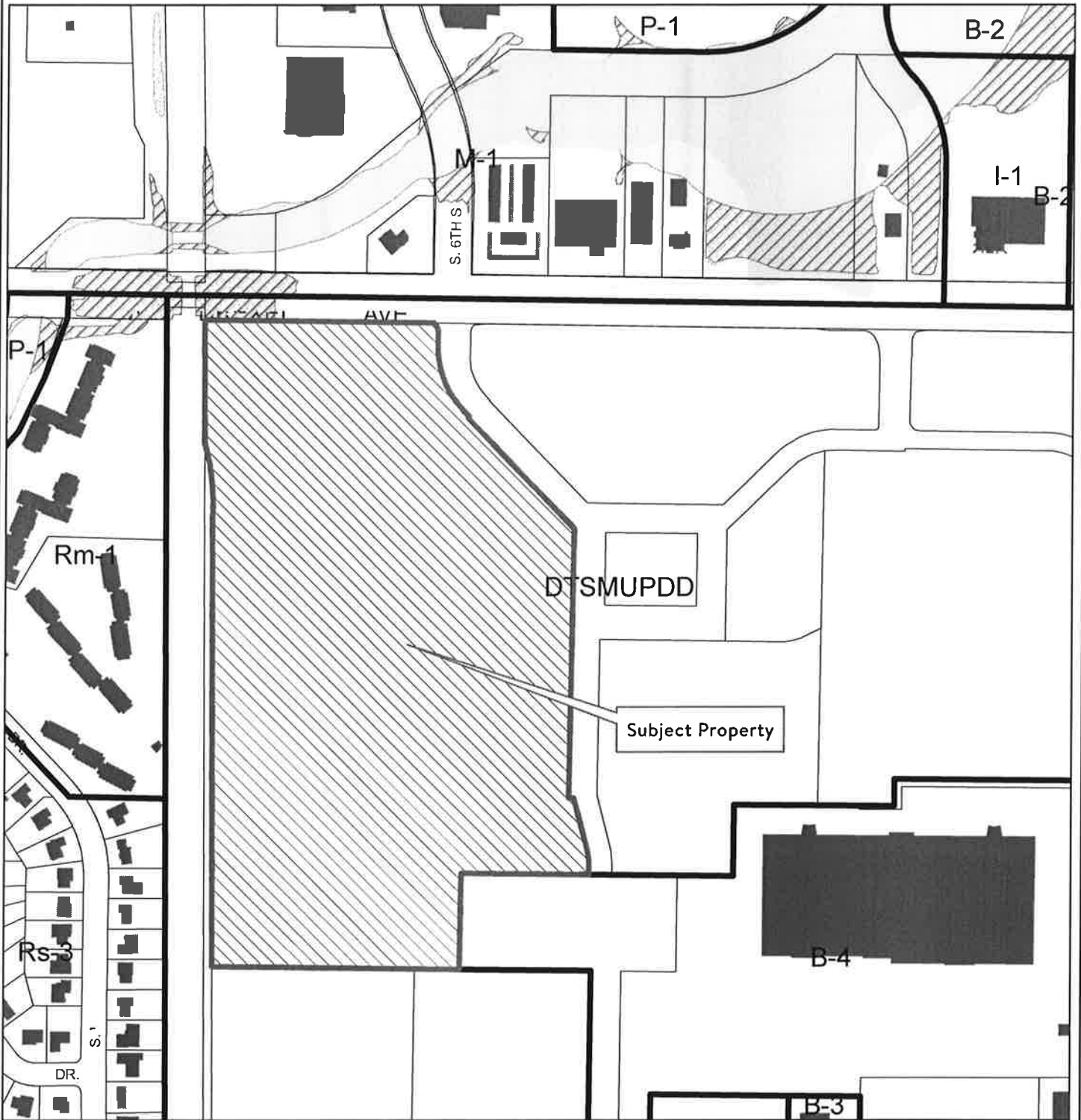
Mayor

ATTEST:

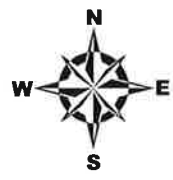
City Clerk

VOTE: Ayes _____ Noes _____

Location Map 601 W. Drexel Ave.



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



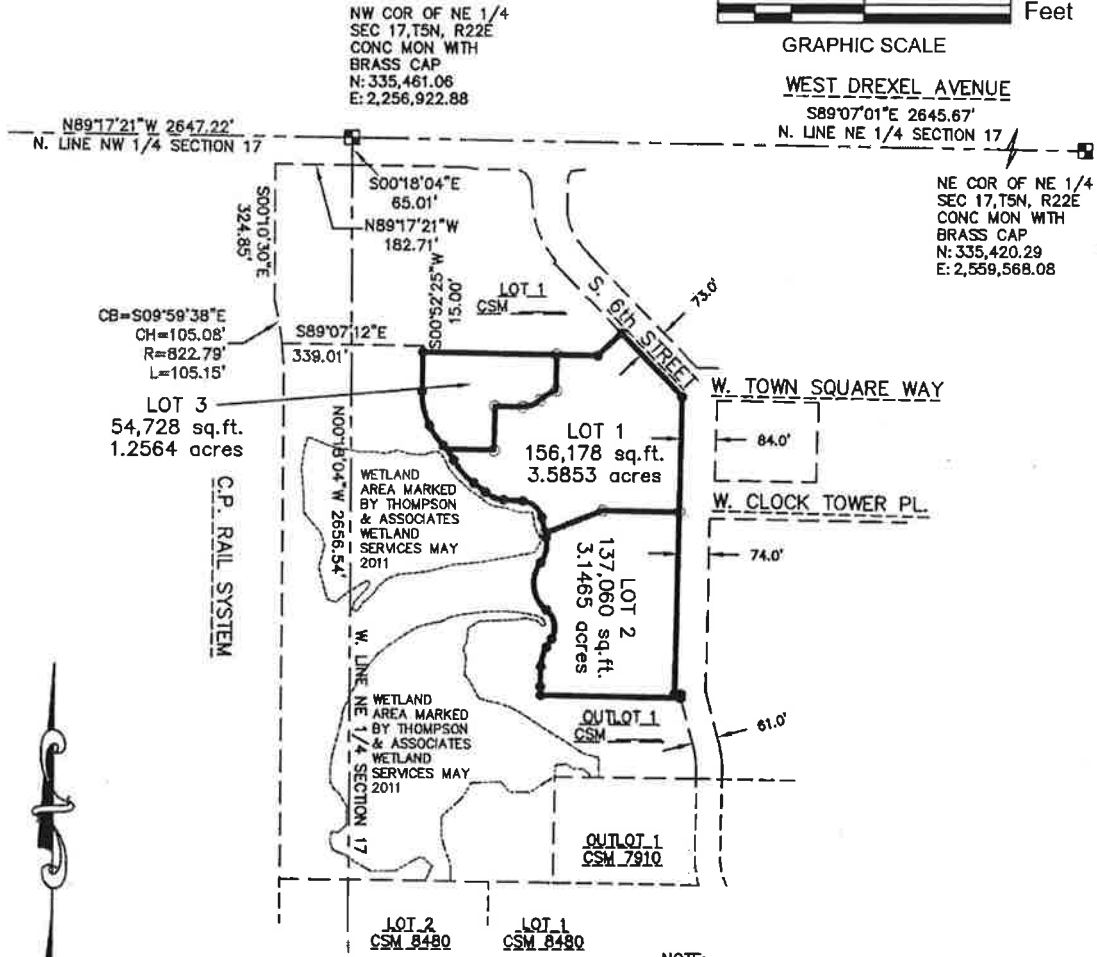
Legend	
	601 W. Drexel Ave.
	Floodfringe
	Flood Fringe (FF)
	Shoreland Wetland Conservancy (C-1)
	Lakefront Overlay District (LOD)
	Mixed Use Neighborhood Overlay (NO)
	Mixed Use Office Overlay (OO)
	Regional Retail Overlay District (RR)

CERTIFIED SURVEY MAP NO. _____

A division of Lot 2 of Certified Survey Map No. _____, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

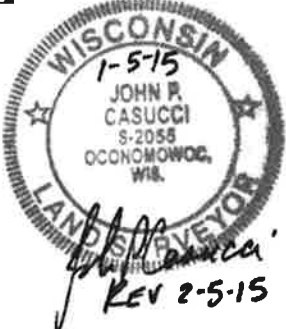
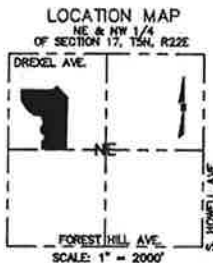
- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

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



SW COR OF NE 1/4 SEC 17, T5N, R22E CONC MON WITH BRASS CAP
 N: 332,804.72
 E: 2,556,936.84

NOTE:
 THESE PARCELS ARE AFFECTED BY OFFICIALLY MAPPED STREETS.
 SEE SHEETS 2 AND 3 FOR LOT DETAILS



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

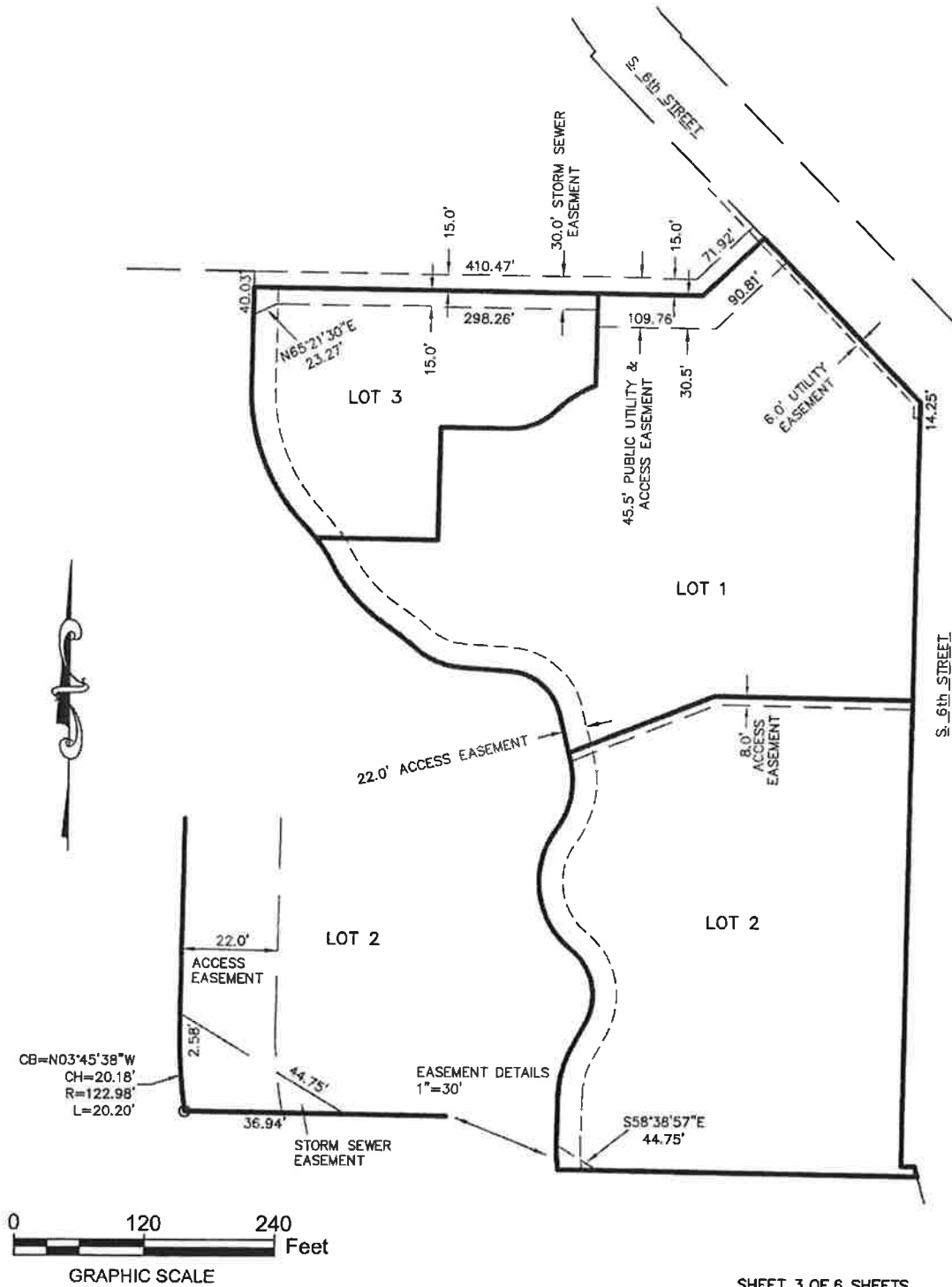
16745 W. Bluemound Road, Brookfield WI 53005
 262-781-1000 Fax 262-797-7373 www.raemithnational.com
 Appleton, WI Orange County, CA Pittsburgh, PA

S:\S165899\dwg\CSB01.L00.DWG(SHEET 1)

CERTIFIED SURVEY MAP NO. _____

A division of Lot 2 of Certified Survey Map No. _____, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

EASEMENT DETAIL



CERTIFIED SURVEY MAP NO. _____

A division of Lot 2 of Certified Survey Map No. _____, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of Lot 2 of Certified Survey Map No. _____, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

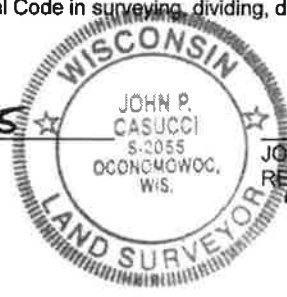
Said land contains 347,966 square feet or 7.9882 acres.

THAT I have made the survey, land division and map by the direction of ONE WEST DREXEL LLC, owners.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Municipal Code in surveying, dividing, dedicating and mapping the same.

DATE January 5, 2015



John P. Casucci (SEAL)
JOHN P. CASUCCI
REGISTERED LAND SURVEYOR S-2055

CERTIFIED SURVEY MAP NO. _____

A division of Lot 2 of Certified Survey Map No. _____, being a part of Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

As owners, ONE WEST DREXEL LLC, hereby certify that we have caused the land described on this map, to be surveyed, divided, dedicated and mapped as represented on this Certified Survey Map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Municipal Code

ONE WEST DREXEL LLC, as owners, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Oak Creek

ONE WEST DREXEL LLC

By: WISPARK LLC, its Manager

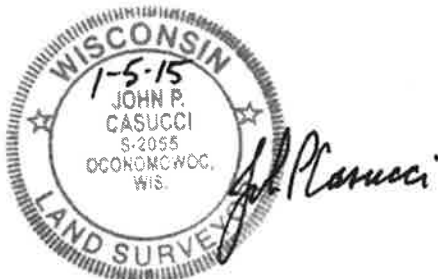
By: _____
Jerold P. Franke, President

STATE OF WISCONSIN }
 }SS
MILWAUKEE COUNTY }

PERSONALLY came before me this _____ day of _____, 2015, the above named Jerold P. Franke, President of WISPARK LLC, Manager of ONE WEST DREXEL LLC, to me known to be the person who executed the foregoing instrument.

_____(SEAL)
Notary Public, State of Wisconsin

My commission expires _____



CERTIFIED SURVEY MAP NO. _____

A division of Lot 2 of Certified Survey Map No. _____, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

PLANNING COMMISSION OF APPROVAL

Certified Survey Map accepted by the Planning Commission of the City of Oak Creek on this _____ day of _____, 2015.

MAYOR STEPHEN SCAFFIDI, CHAIRMAN

DOUGLAS SEYMOUR, SECRETARY

COMMON COUNCIL APPROVAL

Certified Survey Map approved by the Common Council of the City of Oak Creek and dedication accepted on this _day of _____, 2015, by Resolution No. _____.

STEPHEN SCAFFIDI, MAYOR

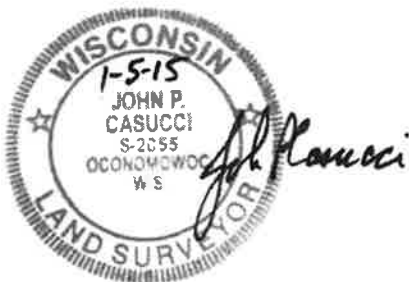
CATHERINE ROESKE, CITY CLERK

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by ONE WEST DREXEL LLC, Grantor, to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee,

WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation; Grantee, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the CSM designated as "Utility Easement Areas" and the property designated on the CSM for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.



THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI,
REGISTERED LAND SURVEYOR S-2055