

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



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

COMMON COUNCIL MEETING AGENDA

TUESDAY, MARCH 3, 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: 2/16/15

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

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

4. **Code Amendment:** Consider a request to amend Section 17.04039(e) of the Municipal Code to reduce the parking setback to street rights-of-way from 40 feet to 30 feet in the M-1, Manufacturing District (All Districts).
5. **Ordinance:** Consider Ordinance No. 2756, amending Section 17.0403(e) of the Municipal Code to reduce the parking setback to rights-of-way from 40 feet to 30 feet in the M-1 Manufacturing District (by Committee of the Whole).
6. **Conditional Use Amendment:** Consider a request by Michael D. Denesha, MD Holdings, Inc., to amend the Section 11, Time of Compliance of the existing Conditional Use Permit for the property located at 7350 S. 6th St., extending the compliance deadline to December 31, 2015 (1st District).
7. **Ordinance:** Consider Ordinance No. 2755, amending Ordinance No. 2670 to extend Section 11, Time of Compliance to a deadline of December 31, 2015, for the property located at 7350 S. 6th St. (1st District).
8. **Conditional Use:** Consider a request by Steve Czycz, Autumn Creek II CQS, LLC, for a conditional use permit for a Community Based Residential Facility with a capacity of at least 9 but not more than 20 beds on the property at 1326 W. Willow Dr. (2nd District).
9. **Ordinance:** Consider Ordinance No. 2758, approving a conditional use permit for a Community Based Residential Facility (CBRF) with a capacity of at least nine (9) but no more than twenty (20) persons located at 1326 W. Willow Dr. (2nd District).
10. **Rezone:** Consider a request by Sara Burmeister, Oak Creek-Franklin Joint School District to rezone the property located at 2200 W. Drexel Ave. from P-1, Park District to I-1, Institutional (2nd District).

11. **Ordinance:** Consider Ordinance No. 2757, rezoning a portion of the property located at 2200 W. Drexel Ave. from P-1, Park District to I-1, Institutional (2nd District).

Old Business

12. **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 in an amount not to exceed \$64,031 (2nd District) (held 2/16/15).
13. **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) (held 2/16/15).
14. **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) (held 2/16/15).
15. **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) (held 2/16/15).

New Business

MAYOR & COMMON COUNCIL

16. **Presentation:** Presentation of City building construction update by Owner's Representative Steve Chamberlin.
17. **Motion:** Consider a motion to authorize the City Administrator to execute contracts with various vendors as detailed in the amount of \$360,000 for furniture purchases after review and concurrence of the contract form by the City Attorney's office and direct the City Administrator to identify sources for funding of executed contracts (by Committee of the Whole).
18. **Motion:** Consider a motion to approve the City's participation in the design and construction of a revised and improved intersection at 20th Street and Drexel Avenue in the amount of \$150,000 (2nd District).
19. **Motion:** Consider a motion to allocate part-time custodian hours to two currently vacant budgeted positions to achieve full-time status (by Committee of the Whole).
20. **Ordinance:** Consider Ordinance No. 2751, amending Section 3 of Ordinance No. 2743, which sets the salary ranges, salary, wages and allowances for Police Lieutenants and Police Sergeants in the amount of 2.0%, effective 1/1/15 (by Committee of the Whole).
21. **Motion:** Consider a motion to adopt the Supplemental Merit Compensation Award Administrative Policy (by Committee of the Whole).
22. **Informational:** List of Grants the City has received, been awarded and/or applied for.
23. **Motion:** Consider a motion to approve the 2015 Vendor Summary Report in the amount of \$1,412,836.82 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

24. **Resolution:** Consider Resolution No. 11598-030315, approving a certified survey map for the properties at 7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., and 7460 S. 13th St. (1st District).

POLICE

25. **Motion:** Consider a motion to approve the Police Department's purchase of fifteen (15) Zoll Automated External Defibrillators (AED's) for the patrol squads and police station from Your Safety Company at a total cost of \$17,925 (by Committee of the Whole).

STREETS, PARKS & FORESTRY

26. **Motion:** Consider a motion authorizing Streets, Parks and Forestry to enter into a lease agreement with 1st Source Bank to lease a loader replacing the loader that is currently broken beyond repair (by Committee of the Whole).
27. **Resolution:** Consider Resolution No. 11597-030315, a Resolution of Governing Body Extract of Minutes in conjunction with the Master Lease Agreement for the purchase of a loader (by Committee of the Whole).
28. **Motion:** Consider a motion to approve the recommendation of the Director of Streets, Parks and Forestry to purchase one (1) 2015, single axle dump truck with plow equipment, spreader and pre-welt system from Lakeside International in the amount of \$134,244 (by Committee of the Whole).
29. **Motion:** Consider a motion to approve the recommendation of the Director of Streets, Parks and Forestry to purchase (1) 4 cubic yard Truck Mounted Asphalt Heater from Enviro Tech Equipment Company in the amount of \$56,468 (by Committee of the Whole).
30. **Motion:** Consider a motion to approve the recommendation of the Director of Streets, Parks and Forestry to purchase one (1) 2015 Aerial Lift Truck from Utility Sales and Service in the amount of \$91,563 (by Committee of the Whole).

LICENSE COMMITTEE

The License Committee met on 2/26/15. Minutes are attached. Recommendations are as follows:

31. **Motion:** Consider a motion to grant an Operator's license to Erica Repinski, 4030A S. Howell Ave., (The Cellar).
32. **Motion:** Consider a motion to grant a 2014-15 Class B Beer / Class C Wine license to Blerim Zejneli, A&B Expedited Freight, LLC dba Mirage Mediterranean Restaurant, 9454 S. Howell Ave.

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

33. **Motion:** Consider a motion to grant an Operator's license to the following (*favorable background report received*):
- Demetrius M. Westbrook, 4117 W. Green Bay Ave., Milwaukee (Aldi)
 - Alexandria M. Vallejo, 1916 W. Timber Ridge Ln., Oak Creek (Bootz)

34. **Motion:** Consider a *motion* to grant a change of agent to Mega Marts, dba Pick 'n Save #6862, 8770 S. Howell Ave., from Jon Piasecki to Anthony C. Ciardo, 303 Meadow View Ct., Waterford (*favorable background report received*).
35. **Motion:** Consider a *motion* to grant a 2015 Mobile Home Park license to TSCS, LLC, dba Hy-View Mobile Home Court, 2331 W. College Ave. (*favorable background report received*).

Adjournment.

Public Notice

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

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

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider the amendment of Section 17.0403(e) of the Municipal Code to reduce the parking setback to street rights-of-way from 40 feet to 30 feet in the M-1, Manufacturing District.

Hearing Date: Tuesday, March 3, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Proposal: The proposed Code amendment specifies a minimum parking setback of 30 feet to street rights-of-way in the M-1, Manufacturing District. Current Code requires a minimum parking setback of 40 feet to street rights-of-way.

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

Date of Notice: February 5, 2015
CITY OF OAK CREEK COMMON COUNCIL
By: Stephen Scaffidi, Mayor

PUBLIC NOTICE

PLEASE NOTE: Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, 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 South Howell Avenue, Oak Creek, Wisconsin 53154.

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 5

Recommendation: That the Council adopt Ordinance No. 2756 amending Section 17.0403(e) of the Municipal Code to reduce the parking setback to rights of way from 40 feet to 30 feet in the M-1, Manufacturing District.

Background: There have been several discussions with businesses recently regarding parking setbacks in the M-1, Manufacturing district. Currently, the Code requires a 40-foot setback from all rights-of-way for parking lots. For some existing lots, this may cause issues that require creative design or alternative solutions. One such example is the acquisition of an adjacent parcel by Black Bear Bottling on 20th Street. However, there are some lots that will not be located adjacent to available land for purchase and cannot be reconfigured to accommodate a 40-foot setback to rights-of-way. The only relief in such a case is to obtain a variance from the Board of Zoning Appeals, which requires an Applicant to prove a hardship based on strict criteria.

Staff believes that there is a suitable solution to the problem: reduce the parking setback requirement to rights-of-way from 40 feet to 30 feet. Council Members may recall that OakView Business Park requested a parking lot setback reduction in January of 2014. Part of the rationale for reducing the setback to rights-of-way in that case was that it allowed for more flexibility of development within the Planned Unit Development (PUD) while preserving sufficient areas for landscaping and easements. Staff explained at that time that perhaps this would become a new Code standard throughout the M-1, Manufacturing district.

Based on the above, the Plan Commission directed staff to pursue the zoning text amendment at the October 28, 2014 meeting. The Plan Commission reviewed the proposed amendment on January 27, 2015, and has recommended that the amendment be approved.

Fiscal Impact: This amendment allows more flexibility of development within the M-1, Manufacturing District where development faces frequent constraints and open, developable land is scarce.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant
CMTW Finance Director / Comptroller

ORDINANCE NO. 2756

BY: _____

AN ORDINANCE TO AMEND 17.0403(e) OF THE MUNICIPAL CODE TO REDUCE THE PARKING SETBACK TO RIGHTS-OF-WAY FROM 40 FEET TO 30 FEET IN THE M-1, MANUFACTURING DISTRICT

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

SECTION 1: Section 17.0403(e) of the Municipal Code is amended to read as follows:

District	Setback from Right-of-Way	Setback from Side & Rear Property Lines
Manufacturing	30	0

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 3rd day of March, 2015.

Passed and adopted this ____ day of _____, 2015.

President, Common Council

Approved this ____ day of _____, 2015

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

TO BE PUBLISHED FEBRUARY 12 & 19, 2015

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a request by Michael D. Densha, MD Holdings, Inc., to amend the Section 11, Time of Compliance of the existing Conditional Use Permit for the property located at 7350 S. 6th St. extending the compliance deadline to December 31, 2015.

Hearing Date: Tuesday, March 3, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: Michael D. Denesha, MD Holdings, Inc.
Property Owner: Michael D. Denesha, MD Holdings, Inc.
Property Location: 7350 S. 6th St.
Tax Key(s): 765-9044

Legal Description:

A redivision of Parcel 1 of Certified Survey Map No. 5229, being a part of the SW ¼ of the NE ¼ of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

The Common Council has scheduled other public hearings for March 3, 2015 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: February 5, 2015
CITY OF OAK CREEK COMMON COUNCIL
By: Steve Scaffidi, Mayor

PUBLIC NOTICE

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

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 7

Recommendation: That the Council adopts Ordinance No. 2755 amending Ordinance No. 2670 to extend Section 11, Time of Compliance to a deadline of December 31, 2015 for the property located at 7350 S. 6th St.

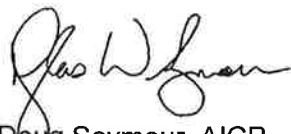
Background: On January 15, 2013 the Common Council adopted Ordinance No. 2670, approving the conditional use and corresponding conditions and restrictions for inflammable gas and liquids storage in excess of 5,000 gallons on the property at 7350 S. 6th St. Section 11 of the Conditions and Restrictions required the commencement of operations within twenty-four (24) months of the date of adoption of the ordinance approving the Conditional Use Permit. According to information submitted by the Applicant, WPC Technologies transitioned ownership since the Conditional Use Permit was approved, causing delays to the project. Relocation of existing tanks from the Milwaukee location is planned for spring of 2015, with operations beginning in late summer. Construction of the Concrete Tank Containment is 90% complete, with permits obtained last October.

The Applicant is requesting a 9-month extension to the Time of Compliance section of the Conditions and Restrictions based on the relocation schedule. Staff recommends extending the Time of Compliance section to December 31, 2015 to allow flexibility in case schedules change.

The Plan Commission has reviewed the proposed amendment, and has recommended that the amendment be approved. A copy of the revised conditions and restrictions with the amendment is included with this report.

Fiscal Impact: There is no fiscal impact associated with this change.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

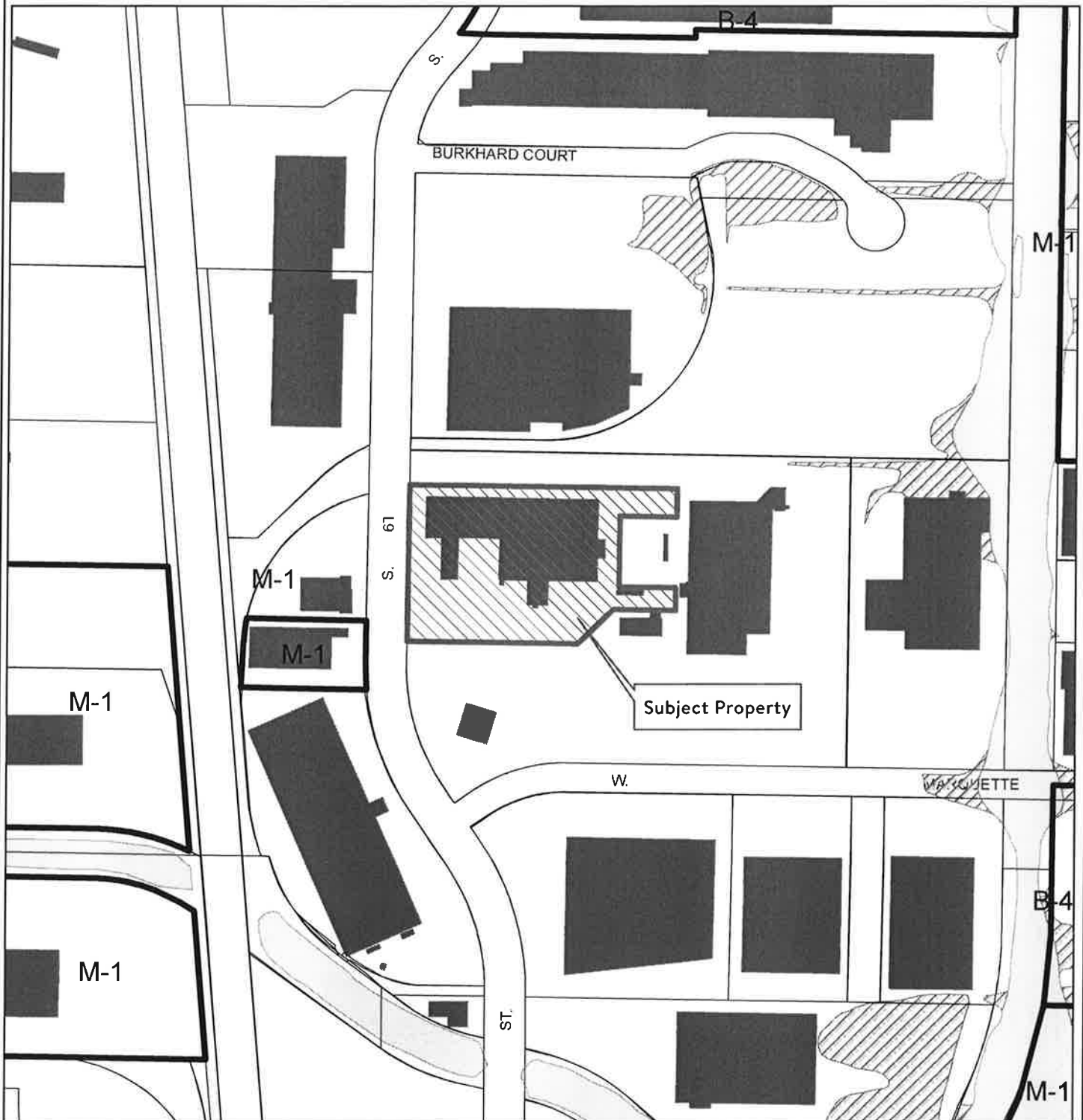
Fiscal Review by:



Bridget M. Souffrant
Finance Director / Comptroller

Location Map

7350 S. 6th St.



OAKCREEK
— WISCONSIN —

Department of Community Development



Legend

-  7350 S. 6th St.
-  Wetland
-  Floodfringe

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

City of Oak Creek - Conditional Use Permit
Conditions and Restrictions

Applicant: WPC-Technologies

Property Address: 7350 S. 6th Street

Tax Key Number: 765-9044

Conditional Use: Inflammable gas and liquids storage
in excess of 5,000 gallons.

Approved by Plan Commission: January 8, 2013

Approved by Common Council: January 15, 2013
(Ord. # 2670)

1. LEGAL DESCRIPTION

A redivision of Parcel 1 of Certified Survey Map No. 5229, being a part of the SW ¼ of the NE ¼ of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

3. PARKING AND ACCESS

Parking requirements for this project shall be provided in accordance with Section 17.0403 of the Municipal Code.

4. LIGHTING

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

5. LANDSCAPING

- A. Screening of Trash. Trash receptacles shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
- B. Screening of new Ground Mounted Mechanical Equipment. Ground mounted mechanical equipment shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
- C. Screening of new Roof Mounted Mechanical Equipment - Roof mounted mechanical equipment shall be screened from casual view.

6. ARCHITECTURAL STANDARDS

The site and building containing this conditional use shall be constructed and maintained in accordance with the site and building plans dated 09-29-1989 and approved by the City of Oak Creek Plan Commission on 10-20-1989.

7. BUILDING AND PARKING SETBACKS

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure	40 ft.	20 ft.	20 ft.
Accessory Structure	40 ft.	5 ft.	5 ft.
Off-street Parking	40 ft.	5 ft.	5 ft.

8. MAINTENANCE AND OPERATION

- A. The number, size, location and screening of appropriate solid waste collection units shall be subject to approval of the Plan Commission as part of the required site plan(s). Solid waste collection and recycling shall be the responsibility of the owner.
- B. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the owners.
- C. The storage and containment of inflammable gas and liquids shall meet all building and fire codes.

9. SIGNS

All signs shall conform to the provisions of Sec. 17.0706 of the Municipal Code and the Master Sign Program for this property approved by the Plan Commission on 9-26-2006.

10. PERMITTED USES

- A. All permitted uses in the M-1, Manufacturing District
- B. Storage of inflammable gas and liquids in excess of 5,000 gallons.
- C. Usual and customary accessory uses to the above listed permitted uses.

11. TIME OF COMPLIANCE

The operator of the conditional use shall commence operations in accordance with these conditions and restrictions for the conditional use within twenty-four (24) months from the date of adoption of the ordinance authorizing the issuance of a conditional use permit. This conditional use approval shall expire within twenty-four (24) months after the date of adoption of the ordinance if an occupancy permit has not been issued for this use. The applicant shall re-apply for a conditional use approval, prior to recommencing work or construction.

12. OTHER REGULATIONS

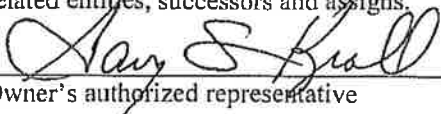
Compliance with all other applicable City, State and Federal regulations not heretofore stated or referenced, is mandatory.

13. REVOCAATION

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

14. ACKNOWLEDGEMENT

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


Owner's authorized representative

April 3, 2015
Date

GARY S. KRALL
(please print name)

MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, JANUARY 27, 2015

Conditional Use Permit Amendment
MD Holdings, LLC
7350 S. 6th Street
Tax Key No. 765-9044

Ms. Papelbon provided an overview of the proposal. Alderman Bukiewicz stated he has no issues giving this time extension given their circumstances.

Alderman Bukiewicz moved that Plan Commission recommends that the Common Council approve a conditional use permit amendment extending Section 11, Time of Compliance to a deadline of December 31, 2015 for the property located at 7350 S. 6th St. after a public hearing and subject to conditions and restrictions. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

**City of Oak Creek – Conditional Use Permit
Conditions and
Restrictions**

Applicant:	MD Holdings/WPC-Technologies	Approved by Plan Commission:	1-27-15
Property Address:	7350 S. 6 th St.	Approved by Common Council:	TBD
Tax Key Number:	765-9044	(Ord. #2755)	
Conditional Use:	Inflammable gas and liquids storage in excess of 5,000 gallons - extension.		

1. LEGAL DESCRIPTION

A redivision of Parcel 1 of Certified Survey Map No. 5229, being a part of the SW ¼ of the NE ¼ of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

3. PARKING AND ACCESS

Parking requirements for this project shall be provided in accordance with Section 17.0403(j)(6)(f) of the Municipal Code.

4. LIGHTING

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

5. LANDSCAPING

- A. Screening of Trash. Trash receptacles shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
- B. Screening of new Ground Mounted Mechanical Equipment. Ground mounted mechanical equipment shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
- C. Screening of new Roof Mounted Mechanical Equipment - Roof mounted mechanical equipment shall be screened from casual view.

6. ARCHITECTURAL STANDARDS

The site and building containing this conditional use shall be constructed and maintained in accordance with the site and building plans dated 09-29-1989 and approved by the City of Oak Creek Plan Commission on 10-20-1989.

7. BUILDING AND PARKING SETBACKS

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure	40'	20'	20'
Accessory Structure	40'	5'	5'
Off-street Parking	40'	5'	5'

8. MAINTENANCE AND OPERATION

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

9. SIGNS

All signs shall conform to the provisions of Sec. 17.0706 of the Municipal Code and the Master Sign Program for this property approved by the Plan Commission on 9-26-2006.

10. PERMITTED USES

- A. All permitted uses in the M-1, Manufacturing District.
- B. Storage of inflammable gas and liquids in excess of 5,000 gallons.
- C. Usual and customary accessory uses to the above listed permitted uses.

11. TIME OF COMPLIANCE

The operator of the conditional use shall commence work in accordance with these conditions and restrictions for the conditional use by December 31, 2015. This conditional use approval shall expire on January 1, 2016 if an occupancy permit has not been issued for this use. The applicant shall re-apply for a conditional use approval, prior to recommencing work or construction.

12. OTHER REGULATIONS

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

13. VIOLATIONS & PENALTIES

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

14. REVOCAION

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

15. ACKNOWLEDGEMENT

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

Owner / Authorized Representative Signature

Date

(please print name)

ORDINANCE NO. 2755

By: _____

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS
IN ORDINANCE NO. 2670 FOR A CONDITIONAL USE PERMIT FOR WPC TECHNOLOGIES
AT 7350 S. 6th STREET

(1st Aldermanic District)

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

WHEREAS, Ordinance No. 2670 (The "Ordinance"), which approved a conditional use permit for inflammable gas and liquids storage in excess of 5,000 gallons on the property at 7350 S. 6th St., was approved on January 15, 2013, and the conditional use permit contained a requirement for the commencement of operations within twenty-four (24) months of the date of adoption of the ordinance approving the Conditional Use Permit; and

WHEREAS, the Ordinance affected the following legally described property;

A redivision of Parcel 1 of Certified Survey Map No. 5229, being a part of the SW ¼ of the NE ¼ of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin. (The "Property").

WHEREAS, the owner of the Property, Michael D. Denesha, MD Holdings, Inc., is requesting that Section 11 of the Ordinance be amended to extend the compliance deadline to December 31, 2015; and

WHEREAS, the Plan Commission has reviewed this proposal and has recommended that the requested amendment be approved; and

WHEREAS, a public hearing was held on this matter on March 3, 2015 to hear comments from all who were interested.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, Section 11 of the conditions and restrictions approved by the Ordinance affecting the Property is amended as follows:

The operator of the conditional use shall commence work in accordance with these conditions and restrictions for the conditional use by December 31, 2015. This conditional use approval shall expire on January 1, 2016 if an occupancy permit has not been issued for this use. The applicant shall re-apply for a conditional use approval, prior to recommencing work or construction.

SECTION 2: Except as herein modified the conditions and restrictions approved by the Ordinance shall remain in full force and effect.

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

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

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

Passed and adopted this 3rd day of March, 2015.

President, Common Council

Approved this 3rd day of March, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



TO BE PUBLISHED FEBRUARY 12 & 19, 2015

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a request submitted by Steve Czysz, Autumn Creek II CQS, LLC, for a conditional use permit for a Community Based Residential Facility with a capacity of at least 9 but no more than 20 beds on the property at 1326 W. Willow Drive.

Hearing Date: Tuesday, March 3, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: Steve Czysz, Autumn Creek II CQS, LLC
Property Owner: Steve Czysz, Autumn Creek II CQS, LLC
Property Location: 1326 W. Willow Drive
Tax Key(s): 811-9008-002

Legal Description:

Part of Parcel 1 of Certified Survey Map Numbered 4176, said map being recorded as Document 5533885 on April 8, 1982 along with other lands lying in part of the NE 1/4 of the NE 1/4 of Section 18, Town 5 North, Range 22 East all being more particularly described as follows: Commencing at the NE corner of said Section 18; thence S.00°07'10"W. along the east line of said section 18 a distance of 981.31 feet to the NE corner of said Certified Survey Map; thence S.89°18'54"W. along the north line of said Map a distance of 143.00 feet, said point being the point of beginning; thence continue S.89°18'54"W. along said north line a distance of 22.00 feet; thence S.00°07'10"W. 16.20 feet; thence S.89°18'54"W. 102.00 feet to the NW corner of said Certified Survey Map; thence S.84°24'47"W. 63.58 feet; thence S.22°52'52"E. 161.91 feet to the north line of Willow Drive; thence Northeasterly along the north line of Willow Drive a distance of 131.01 feet along an arc of a curve to the right with a radius of 521.52 feet and a long chord which bears N.75°48'37"E. for a distance of 130.66 feet; thence N.00°56'32"W. 141.03 feet, (recorded as 140.82 feet), to the point of beginning. Said land lying and being in the City of Oak Creek, Milwaukee County, Wisconsin.

The Common Council has scheduled other public hearings for March 3, 2015 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: February 5, 2015
CITY OF OAK CREEK COMMON COUNCIL
By: Steve Scaffidi, Mayor

PUBLIC NOTICE

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

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 9

Recommendation: That the Council adopts Ordinance No. 2758 approving a conditional use permit for a Community-Based Residential Facility (CBRF) with a capacity of at least nine (9) but no more than twenty (20) persons located at 1326 W. Willow Dr.

Background: At the January 13, 2015 meeting, the Plan Commission recommended Common Council approval of a conditional use permit for a Community-Based Residential Facility (CBRF) with a capacity of more than 8 (eight) persons located at 1326 W. Willow Dr. Per Section 17.0307(c)(2), licensed community living arrangements with a capacity between 9 and 20 persons is considered a Conditional Use.

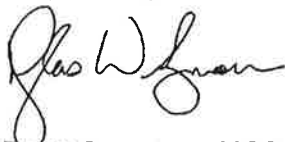
According to the Comprehensive Plan, this area has been identified for Two Family/Townhouse Residential. Originally, the plan for this property was to construct an 8-bed CBRF as a permitted use. The current proposal calls for the development of a 16-bed CBRF with residential architecture similar to the CBRF on Cecily Dr. Current operational plans call for one care aid employee on site per 8-hour shift, with a visiting Registered Nurse on site approximately 24 hours per week and on-call. The facility will have an employee on site 24/7.

No residents of the facility will be able to drive; therefore, the Applicant is requesting a reduction in the required number of parking stalls (approximately 8 are required). Floodway and Flood Fringe exist on the western and southern portions of the property, which may require modifications to the orientation of the building and location of the driveway and parking area. As such, the submitted site plan is to provide the Plan Commission with a conceptual plan for the site. Staff continues to work with the Applicant to determine the most appropriate location for the driveway and parking area.

The attached conditions and restrictions were recommended for approval by the Plan Commission at their January 27, 2015 meeting.

Fiscal Impact: Approval of this use will allow a Community-Based Residential Facility on a currently vacant lot. Taxes and impact fees generated from the development of this project would result in a positive fiscal impact for the City. Impact fees are estimated at \$16,176.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

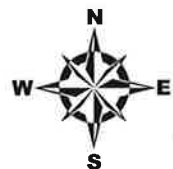
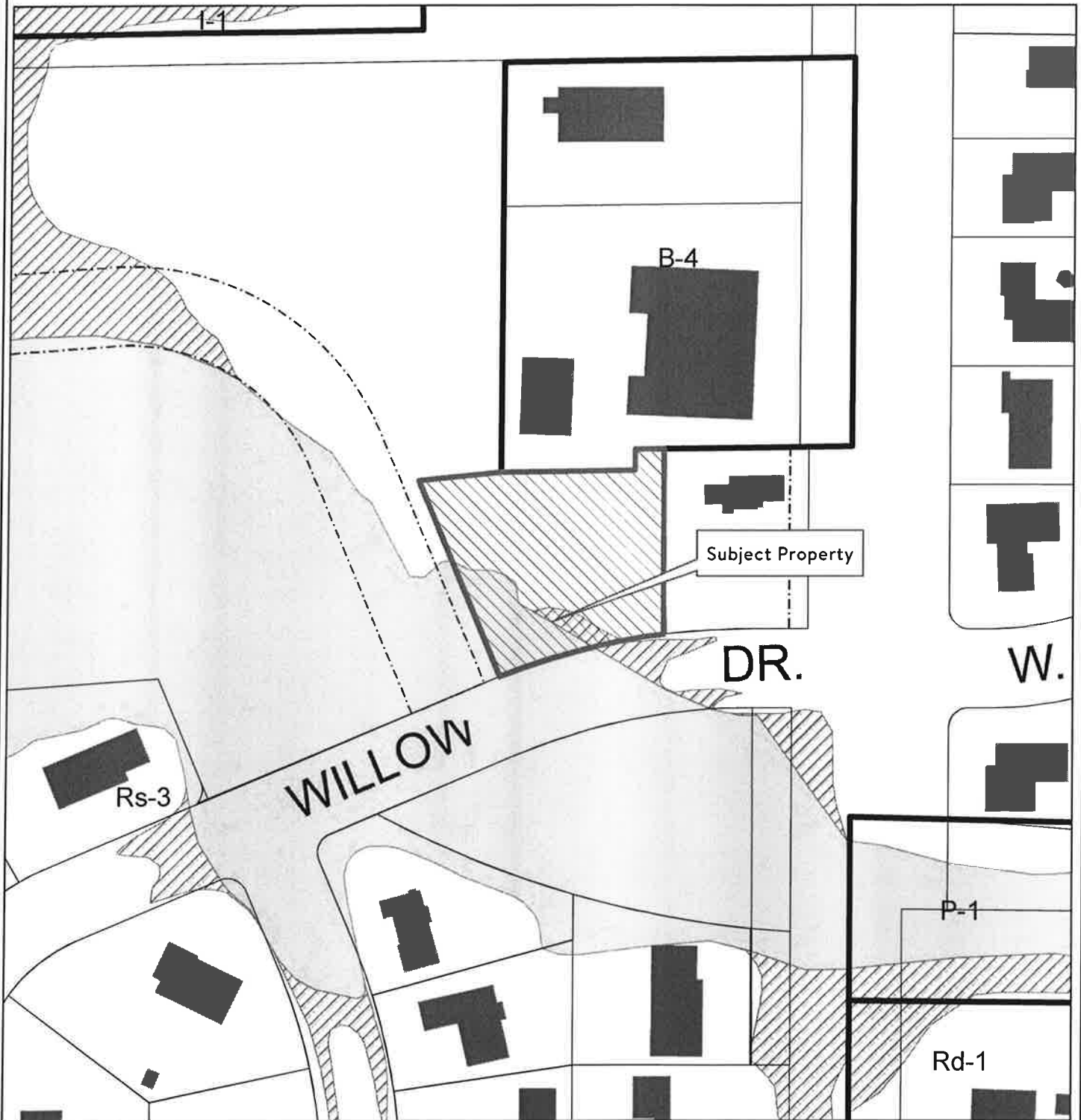
Fiscal Review by:







Bridget M. Souffrant
Finance Director/Comptroller

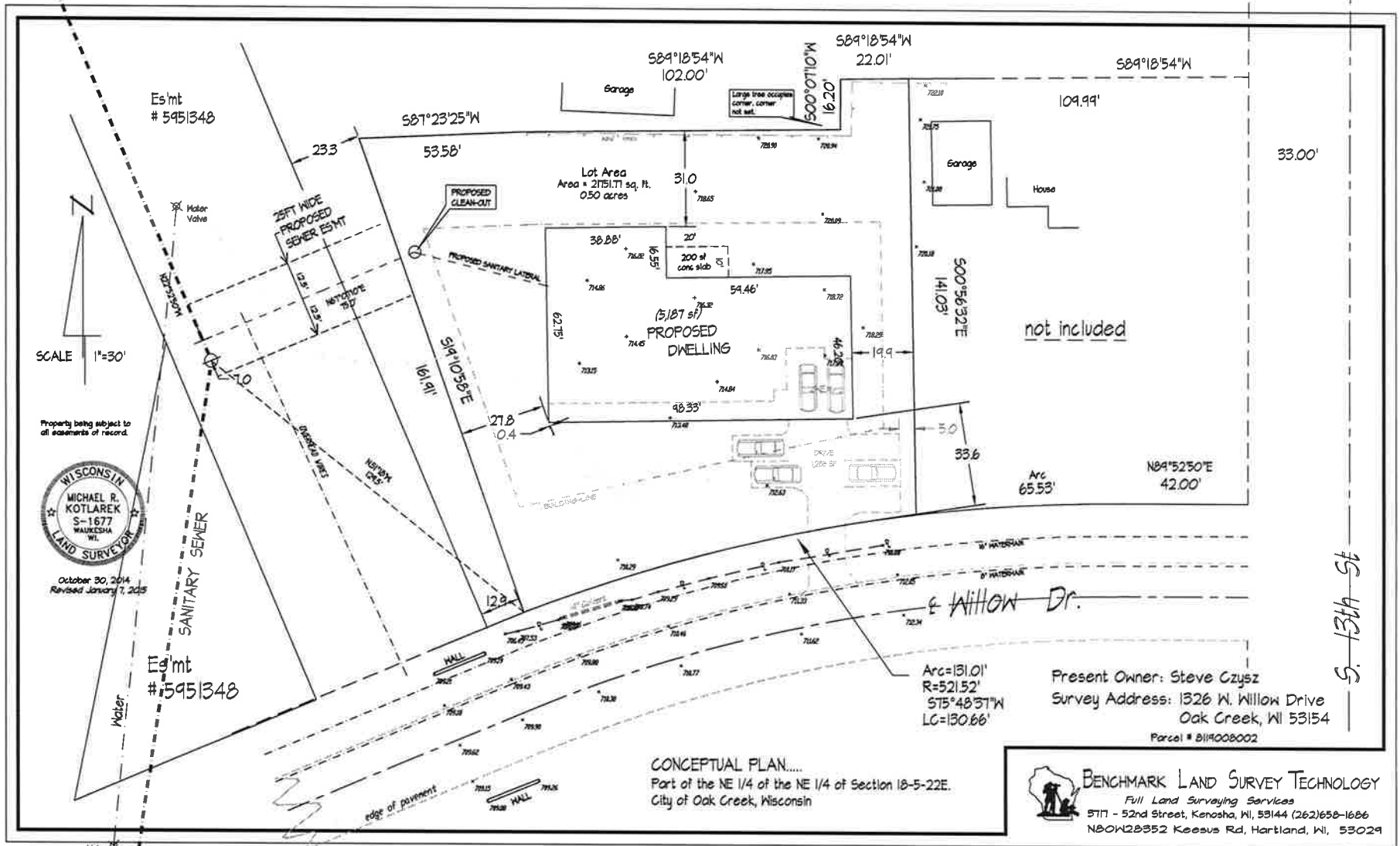
Location Map

1326 W. Willow Dr.



Legend	
	1326 W. Willow Dr.
	Wetland
	Floodfringe
	Floodway

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



Es'mt
5951348



Property being subject to
all easements of record.



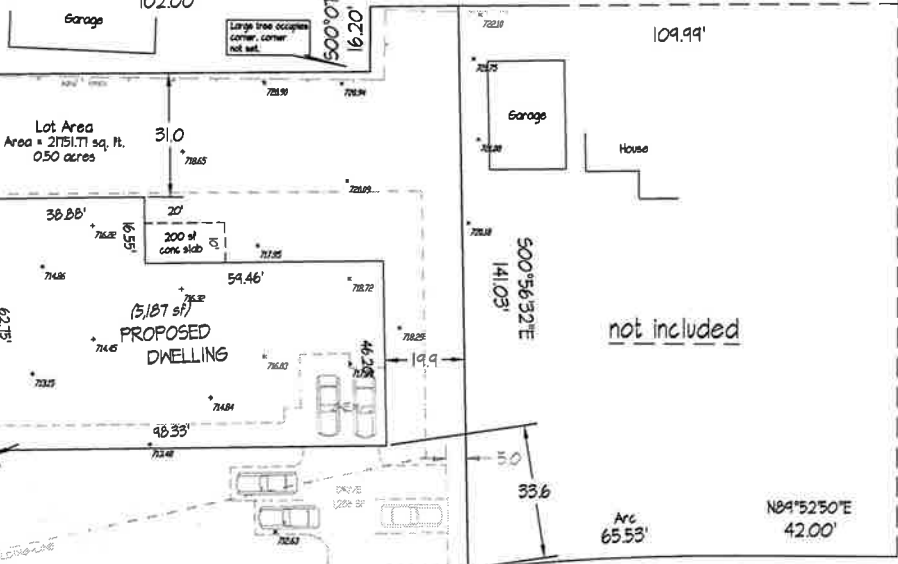
October 30, 2014
Revised January 7, 2015

SANITARY SEWER

Es'mt
5951348

Water
Valve

589°18'54"W 102.00'
589°18'54"W 22.01'
589°18'54"W



33.00'

not included

Arc 65.53'
N89°52'30"E 42.00'

WILLOW DR.

Arc=131.01'
R=521.52'
S75°48'51"W
LC=130.66'

Present Owner: Steve Cysz
Survey Address: 1326 W. Willow Drive
Oak Creek, WI 53154

Parcel # B114008002

CONCEPTUAL PLAN....
Part of the NE 1/4 of the NE 1/4 of Section 18-5-22E.
City of Oak Creek, Wisconsin

BENCHMARK LAND SURVEY TECHNOLOGY
Full Land Surveying Services
5717 - 52nd Street, Kenosha, WI, 53144 (262)658-1686
1801W28352 Keesus Rd, Hartland, WI, 53029

15
S
13th St

MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, JANUARY 27, 2015

Conditions and Restrictions
Autumn Creek II CQS, LLC
1326 W. Willow Drive
Tax Key No. 811-9008-002

Ms. Papelbon noted that the applicant submitted an updated proposed site plan showing that the garage and parking area was flipped from the west to the east side per the conversation at the last meeting. This was done because of the floodplain and floodway on the western side of the property.

Steven Czysz, 561 W. Field Way, Pewaukee, stated he added more parking to the facility. They originally had parking for two in the garage and two other spots in the driveway. They now are showing a total of 7 spots, which he felt is more than enough.

Commissioner Chandler mentioned putting parking on the other side of the building. Mr. Czysz stated they could park on the east side; however, they would probably have to eliminate the garage, and that would make it look more institutionalized. Mr. Czysz mentioned the possibility of putting additional parking in the floodway if the elevation is not changed. Mr. Seymour stated that this is a conditional use permit in a single-family residential zoning district, so one of the proposed conditions with regard to the setbacks is to treat it like a residential property. As such, the parking would be limited in the front to within the garage, driveway or on a spur. The goal is to not use the entire front yard as a parking lot for what is essentially supposed to blend into a residential neighborhood.

Commissioner Johnston asked if there is a minimum requirement for parking spaces for a CBRF. Ms. Papelbon responded that for residential use, it is one per bedroom. With this facility, that would mean eight bedrooms with 16 beds. Ms. Papelbon stated that staff would continue to work with the applicant during site plan review to ensure that the proposed parking meets all of the requirements of the Code and is still sufficient for the proposed use. It would still have to meet the residential requirements. Commissioner Johnston stated his concern about the parking and access (Section 3, Page 2, Item 1) being in accordance with Section 17.0403(j)(6)(f). If the parking is reduced, should that statement be changed in the conditions and restrictions? Ms. Papelbon responded that they could take off the (6)(f) requirement and change the number that is required to no less than two.

Arden Degner, 8540 S. Pennsylvania Avenue, suggested that, off the main driveway, porous brick could be installed for parking purposes

Ms. Papelbon stated that the parking requirements are based off of residential uses in the Code as the Code does not address parking in a CBRF. The Code states two spaces per dwelling unit. It would be up to the Plan Commission to determine how many spaces would be appropriate for this use as part of the conditional use.

Alderman Bukiewicz stated he does not want parking on the street. He suggested the driveway coming up and widening out. Mr. Czysz stated he could do that and would actually prefer to just have a normal driveway.

Ms. Papelbon clarified that this is still a conceptual plan. They are still working on the driveway and parking areas. It is a matter of how many parking spaces are going to be required for this CBRF for the conditional use. Ms. Papelbon also clarified that the driveway does not have to be 30' off the street, but rather the parking must be 30' off the street.

Commissioner Correll asked what the minimum parking requirement would be. Ms. Papelbon stated that this is treated as a single family dwelling, which only requires two. If the Plan Commission wants to increase the number of spaces based on this particular use, that would be part of the conditional use

permit.

Ralph Sharafinski, 8120 S. Woodridge Drive, stated that if they can't plan enough parking, then they should not be able to build this. Parking on the streets should not be allowed. Mayor Scaffidi responded that the applicant has stated that these residents are very rarely visited, and the parking spots are basically for employees.

Commissioner Correll moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Conditional Use Permit allowing a Community-Based Residential Facility (CBRF) with a capacity of at least nine (9) but no more than twenty (20) persons located at 1326 W. Willow Dr. after a public hearing. Alderman Guzikowski seconded. Ms. Papelbon asked for clarification of the number of parking spaces. Commissioner Correll added to his motion that the parking is not to exceed six (6). Mr. Seymour clarified that the motion should state a minimum of six (6).

Ms. Papelbon stated there has been communication about putting parking spaces at the rear of the property. Commissioner Chandler asked how the parking in the back would be accessed. Ms. Papelbon stated there would be an access drive to the back. Alderman Bukiewicz stated that he does not think parking in the back is a viable option.

Commissioner Johnston stated six parking spaces might be a problem with the floodplain and keeping the parking spaces out of the 30' setback.

Commissioner Correll changed his motion to state the minimum number of parking spaces is three (3), which includes the garage.

On roll call: all voted aye. Motion carried.

**City of Oak Creek – Conditional Use Permit
Conditions and Restrictions**

Applicant:	Steve Czysz, Autumn Creek II CQS LLC	Approved by Plan Commission: 1-27-15
Property Address:	1326 W. Willow Dr.	Approved by Common Council: TBD
Tax Key Number:	811-9008-002	(Ord. #2758)
Conditional Use:	Community Based Residential Facility (CBRF) with a capacity of at least nine (9) but no more than twenty (20) persons.	

1. LEGAL DESCRIPTION

Part of Parcel 1 of Certified Survey Map Numbered 4176, said map being recorded as Document 5533885 on April 8, 1982 along with other lands lying in part of the NE 1/4 of the NE 1/4 of Section 18, Town 5 North, Range 22 East all being more particularly described as follows: Commencing at the NE corner of said Section 18; thence S.00°07'10"W. along the east line of said section 18 a distance of 981.31 feet to the NE corner of said Certified Survey Map; thence S.89°18'54"W. along the north line of said Map a distance of 143.00 feet, said point being the point of beginning; thence continue S.89°18'54"W. along said north line a distance of 22.00 feet; thence S.00°07'10"W. 16.20 feet; thence S.89°18'54"W. 102.00 feet to the NW corner of said Certified Survey Map; thence S.84°24'47"W. 63.58 feet; thence S.22°52'52"E. 161.91 feet to the north line of Willow Drive; thence Northeasterly along the north line of Willow Drive a distance of 131.01 feet along an arc of a curve to the right with a radius of 521.52 feet and a long chord which bears N.75°48'37"E. for a distance of 130.66 feet; thence N.00°56'32"W. 141.03 feet, (recorded as 140.82 feet), to the point of beginning. Said land lying and being in the City of Oak Creek, Milwaukee County, Wisconsin.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

1) General Development Plan

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

2) Landscape Plan

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

3) Building Plan

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

4) Lighting Plan

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

5) Grading, Drainage and Stormwater Management Plan

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

6) Fire Protection

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

- B. All plans for new buildings, additions, or exterior remodeling shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.
- C. For any new buildings or structures and additions, site grading and drainage, stormwater management and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.
- D. Plans and specifications for any necessary public improvements within developed areas (e.g. sanitary sewer, water main, storm sewer, etc.) shall be subject to approval by the City Engineer.
- E. If required by the City of Oak Creek, public easements for telephone, electric power, sanitary sewer, storm sewer and water main shall be granted. Said easements shall be maintained free and clear of any buildings, structures, trees or accessory outdoor appurtenances. Shrubbery type plantings shall be permitted; provided there is access to each of the aforementioned systems and their appurtenances.
- F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- G. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit.
- H. All plans shall be in conformance with Wisconsin Department of Health Services (DHS) Chapter 83 which establishes regulations and standards for the care, treatment or services, and health, safety, rights, welfare, and comfort of residents in CBRFs.

3. PARKING AND ACCESS

- A. Parking requirements for this project shall be provided in accordance with Section 17.0403 of the Municipal Code. A minimum of three (3) parking stalls shall be provided onsite.
- B. Where 90° parking is indicated on the site plans, individual-parking stalls shall be nine (9) feet in width by eighteen (18) feet in length. The standards for other types of angle parking shall be those as set forth in Section 17.0403(d) of the Municipal Code.
- C. Movement aisles for 90° parking shall be at least twenty-two (22) feet in width.
- D. All off-street parking areas shall be surfaced with an all-weather wearing surface of plant mix asphaltic concrete over crushed stone base subject to approval by the City Engineer. A proposal to use other materials shall be submitted to the Plan Commission and the Engineering Department for approval.
- E. Other parking arrangements, showing traffic circulation and dimensions, shall be submitted to the Plan Commission for approval.
- F. All driveway approaches to this property shall be in compliance with all the standards set forth in Chapter 6 of the Oak Creek Municipal Code. Any off-site improvements shall be the responsibility of the property owner.
- G. All off street parking areas shall be landscaped in accordance with Sections 17.0330 & 17.0403 of

the Municipal Code.

- H. Parking shall be located in a garage or carport or on a driveway that does not exceed twenty-four (24) feet in width, except for a spur that is a maximum of ten (10) feet by twenty (20) feet or the flare to access a parking area in the side or rear yard.

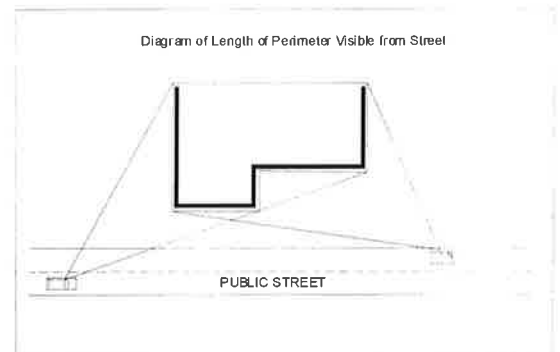
4. LIGHTING

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

5. ARCHITECTURAL STANDARDS

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

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



- C. The facade of a manufacturing, commercial, office, institutional, or park building shall be finished with an aesthetically pleasing material. A minimum of seventy-five (75) percent of the visible perimeter (see diagram) shall be finished with glass, brick or decorative masonry material.
- D. Material and color samples shall be submitted to the Plan Commission for review and approval.
- E. The Plan Commission has the discretion to adjust this minimum for building additions.
- F. The relative proportion of a building to its neighboring buildings or to other existing buildings shall be maintained or enhanced when new buildings are built or when existing buildings are remodeled or altered.
- G. Each principal building shall have a clearly defined, highly visible customer entrance with features such as canopies or porticos, arcades, arches, wing walls, and integral planters.
- H. Sides of a building that are visible from adjoining residential properties and/or public streets should contribute to the pleasing scale features of the building by featuring characteristics similar to the front façade of the building.
- I. Dumpsters and other trash receptacles shall be fenced and/or screened from view from street rights-of-way and adjacent residential uses.
- J. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to

guarantee that improvements will be completed on schedule; as well as the approved protection of the identified wetlands and woodlands on the approved plan.

6. BUILDING AND PARKING SETBACKS

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure	30'	30'	10'
Accessory Structure*	30'	See Section 15.0501	See Section 15.0501
Off-street Parking ¹	0'	5'	5'

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

7. MAINTENANCE AND OPERATION

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

8. SIGNS

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

9. PERMITTED USES

- A. All permitted uses in the Rs-3, Single Family Residential zoning district.
- B. One (1) Community Based Residential Facility (CBRF) with a capacity of at least nine (9) but no more than twenty (20) persons.
- C. Usual and customary accessory uses to the above listed permitted uses.

10. TIME OF COMPLIANCE

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

11. OTHER REGULATIONS

¹ 0 foot setback only applies to those vehicles parked upon the driveway. The minimum front setback for off-street parking areas (not on the driveway) is 30 feet.

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

12. VIOLATIONS & PENALTIES

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

13. REVOCAION

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

14. ACKNOWLEDGEMENT

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

Owner / Authorized Representative Signature

Date

(please print name)

ORDINANCE NO. 2758

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR THE
PROPERTY AT 1326 W. WILLOW DR. FOR A COMMUNITY-BASED RESIDENTIAL
FACILITY (CBRF) WITH A CAPACITY OF AT LEAST NINE (9) BUT NO MORE THAN
TWENTY (20) PERSONS

(2nd Aldermanic District)

WHEREAS, Steve Czysz, Autumn Creek II CQS, LLC, has applied for a Conditional Use Permit that would allow for a Community-Based Residential Facility (CBRF) with a capacity of at least nine (9) but no more than twenty (20) persons located at 1326 W. Willow Dr.; and

WHEREAS, this property is more precisely described as follows:

Part of Parcel 1 of Certified Survey Map Numbered 4176, said map being recorded as Document 5533885 on April 8, 1982 along with other lands lying in part of the NE 1/4 of the NE 1/4 of Section 18, Town 5 North, Range 22 East all being more particularly described as follows: Commencing at the NE corner of said Section 18; thence S.00°07'10"W. along the east line of said section 18 a distance of 981.31 feet to the NE corner of said Certified Survey Map; thence S.89°18'54"W. along the north line of said Map a distance of 143.00 feet, said point being the point of beginning; thence continue S.89°18'54"W. along said north line a distance of 22.00 feet; thence S.00°07'10"W. 16.20 feet; thence S.89°18'54"W. 102.00 feet to the NW corner of said Certified Survey Map; thence S.84°24'47"W. 63.58 feet; thence S.22°52'52"E. 161.91 feet to the north line of Willow Drive; thence Northeasterly along the north line of Willow Drive a distance of 131.01 feet along an arc of a curve to the right with a radius of 521.52 feet and a long chord which bears N.75°48'37"E. for a distance of 130.66 feet; thence N.00°56'32"W. 141.03 feet, (recorded as 140.82 feet), to the point of beginning. Said land lying and being in the City of Oak Creek, Milwaukee County, Wisconsin.

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

WHEREAS, the Common Council held a public hearing on said request on March 3, 2015, at which time all interested parties appeared and were heard; and

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

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

conditions and restrictions on the design, construction, location and operation of the Conditional Use:

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Building Commissioner is hereby authorized to grant a Conditional Use Permit for a Community Based Residential Facility with a capacity of at least 9 but no more than 20 beds on the property at 1326 W. Willow Drive, which shall include the aforementioned conditions and restrictions.

SECTION 2: The Conditional Use is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for the Community Based Residential Facility with a capacity of at least 9 but no more than 20 beds.

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

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

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

Passed and adopted this 3rd day of March, 2015

President, Common Council

Approved this 3rd day of March, 2015

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

TO BE PUBLISHED FEBRUARY 12 & 19, 2015

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

PURPOSE: The purpose of this public hearing is to consider a request by Sara Burmeister, Oak Creek-Franklin Joint School District, to rezone the property located at 2200 W. Drexel Ave. from P-1, Park District to I-1, Institutional.

Hearing Date: Tuesday, March 3, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: Sara Burmeister, Superintendent, Oak Creek-Franklin Joint School District
Property Owner: Oak Creek – Franklin Joint School District
Property Location: 2200 W. Drexel Ave.
Tax Key(s): 785-9004-000

Legal Description:

A part of Lot 2 Certified Survey Map No. 8471 being a part of the Southeast 1/4 of the Southwest 1/4 of Section 7, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Commencing at the Southeast corner of said 1/4 Section; thence South 88°59'24" West along the South line of said 1/4 Section 100.02 feet to a point; thence North 00°10'44" East 123.04 feet to a point on the West line of a Public Road and the point of beginning of lands to be described; thence North 87°43'32" West 73.33 feet to a point; thence North 62°59'40" West 49.10 feet to a point; thence North 40°36'48" West 27.85 feet to a point; thence South 24°56'00" West 27.48 feet to a point; thence South 71°42'19" West 48.64 feet to a point; thence North 73°32'56" West 77.61 feet to a point; thence North 76°04'53" West 50.02 feet to a point; thence North 42°14'55" West 111.99 feet to a point; thence North 49°46'37" West 90.64 feet to a point; thence North 46°05'12" West 96.72 feet to a point; thence North 60°26'54" West 82.88 feet to a point; thence North 77°27'53" West 13.89 feet to a point on the East line of Outlot 1 of Certified Survey Map No. 8471; thence North 18°56'50" West along said East line along said East line 184.84 feet to a point; thence North 03°34'05" East along said East line 227.88 feet to a point; thence North 72°49'24" East along said East line 186.24 feet to a point; thence North 51°22'14" East along said East line 208.24 feet to a point; thence North 49°03'43" East along said East line 184.78 feet to a point; thence North 89°04'33" East along said East line 284.55 feet to a point on the East line of said 1/4 Section; thence South 00°10'44" West along said East line 3.01 feet to a point on the West line of a Public Road; thence Southwesterly 335.93 feet along said West line and the arc of a curve whose center lies to the Southeast, whose radius is 546.70 feet and whose chord bears South 17°46'55" West 330.67 feet to a point; thence South 00°10'44" West along said West line 687.62 feet to the point of beginning.

Said lands contain 511,088 square feet or 11.7330 acres.

The Common Council has scheduled other public hearings March 3, 2015 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: February 5, 2015
CITY OF OAK CREEK COMMON COUNCIL
By: Steve Scaffidi, Mayor

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 11

Recommendation: That the Council adopts Ordinance No. 2757, which would rezone a portion of the property located at 2200 W. Drexel Ave. from P-1, Park District to I-1, Institutional.

Background: The Oak Creek-Franklin Joint School District is requesting that the property at 2200 W. Drexel Ave. be rezoned from P-1, Park District, to I-1, Institutional, in anticipation of a new public elementary school. This property was affected by the land exchange with Milwaukee County (Falk Park), and was previously owned by Northwestern Mutual Life Insurance Company.

Only those portions of the property outside of the FW, Floodway district are included in the rezone request. The FW, Floodway district is not an overlay district and cannot be amended as it is based on FEMA floodway designations. Any change to the federal floodway would have to go through the FEMA process before the zoning district could be amended by the City.

It is anticipated that the school building will be two stories and serve approximately 500 students. A conceptual site plan has been submitted as a visual supplement to this rezone request. This plan does not include a wetland delineation, which will be required prior to submission for additional reviews (e.g., site, building, landscaping, signage, etc.).

According to the Land Use Map in the Comprehensive Plan, this area has been identified as a Resource Protection Area. This future land use category was created with the 2002 Comprehensive Plan update and a land exchange with Milwaukee County affecting Falk Park was not anticipated at that time. Additionally, the City is in the process of updating the Comprehensive Plan. Therefore, if approved, the rezoning of this property will be incorporated into the update.

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

Fiscal Impact: The rezoning of portions of this property will allow the applicant to proceed with plans for a new 2-story elementary school anticipated for this location. This new elementary school is anticipated to serve approximately 500 students.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

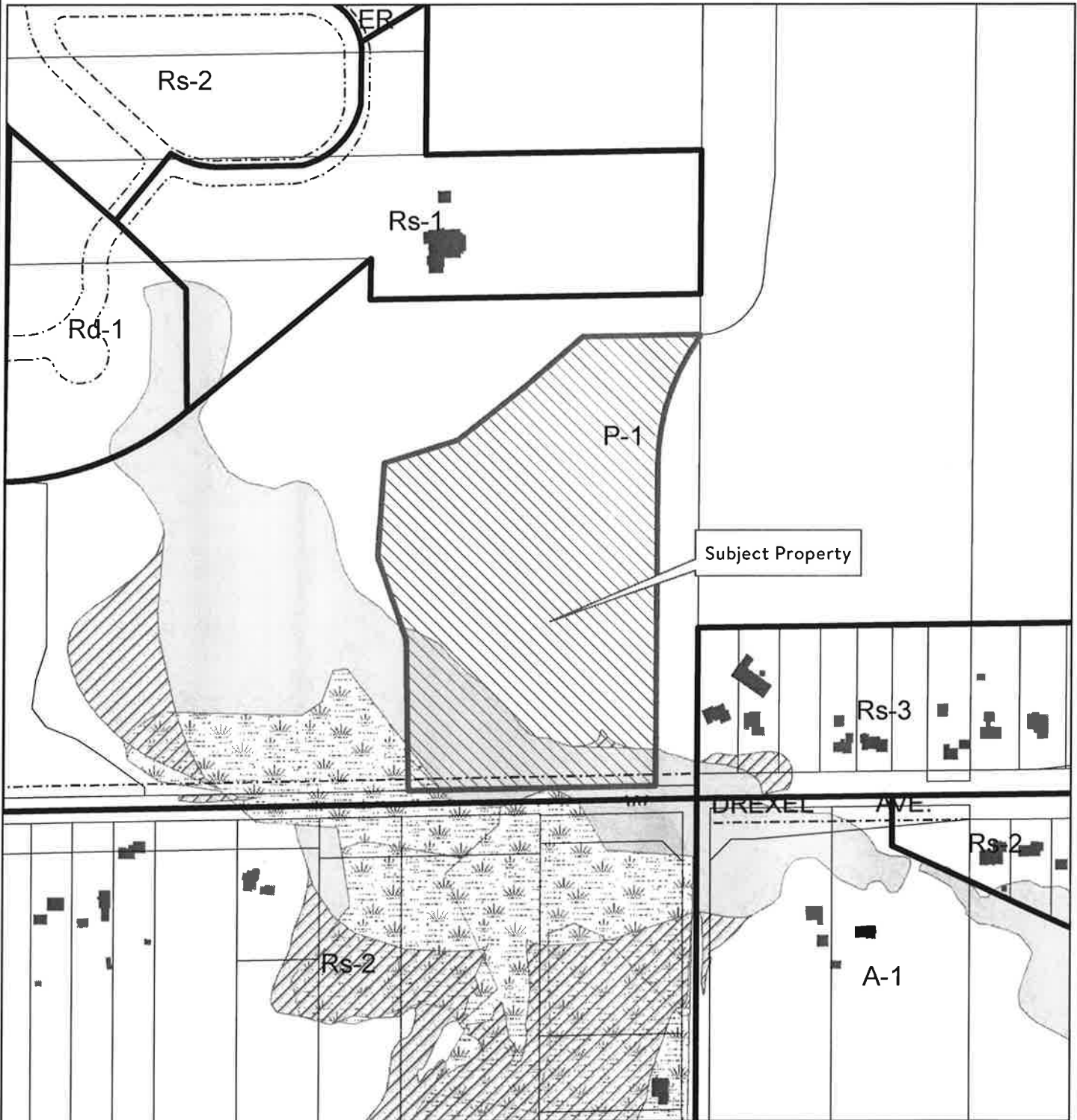
Fiscal Review by:



Bridget M. Souffrant
Finance Director / Comptroller

Location Map

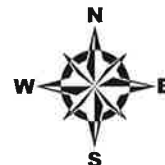
2200 W. Drexel Ave.



OAKCREEK

— WISCONSIN —

Department of Community Development



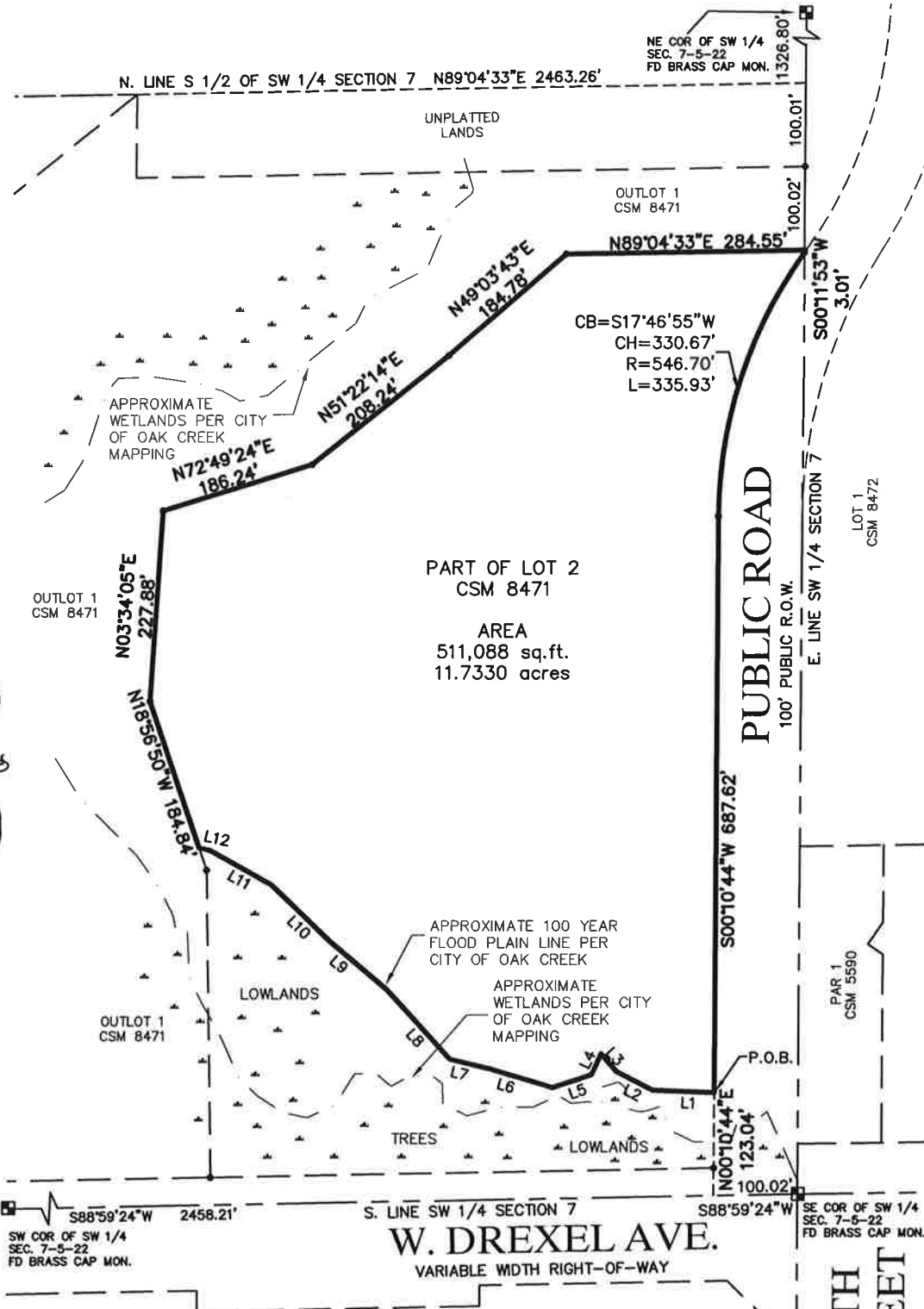
This map is not a survey of the actual boundary of any property this map depicts.

Legend

- 2200 W. Drexel Ave.
- Wetland
- Floodfringe
- Floodway
- Flood Fringe (FF)
- Shoreland Wetland Conservancy (C-1)
- Lakeloft Overlay District (LOD)
- Mixed Use Neighborhood Overlay (NO)
- Mixed Use Office Overlay (OO)
- Regional Retail Overlay District (RR)

PROPERTY EXHIBIT

A part of Lot 2 Certified Survey Map No. 8471 being a part of the Southeast 1/4 of the Southwest 1/4 of Section 7, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



R.A. Smith National, Inc.

LINE TABLE ON SHEET 2

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:\3165487\DWG\ PX1011.150.dwg\SHEET 1

PROPERTY EXHIBIT

A part of Lot 2 Certified Survey Map No. 8471 being a part of the Southeast 1/4 of the Southwest 1/4 of Section 7, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Commencing at the Southeast corner of said 1/4 Section; thence South 88°59'24" West along the South line of said 1/4 Section 100.02 feet to a point; thence North 00°10'44" East 123.04 feet to a point on the West line of a Public Road and the point of beginning of lands to be described; thence North 87°43'32" West 73.33 feet to a point; thence North 62°59'40" West 49.10 feet to a point; thence North 40°36'48" West 27.85 feet to a point; thence South 24°56'00" West 27.48 feet to a point; thence South 71°42'19" West 48.64 feet to a point; thence North 73°32'56" West 77.61 feet to a point; thence North 76°04'53" West 50.02 feet to a point; thence North 42°14'55" West 111.99 feet to a point; thence North 49°46'37" West 90.64 feet to a point; thence North 46°05'12" West 96.72 feet to a point; thence North 60°26'54" West 82.88 feet to a point; thence North 77°27'53" West 13.89 feet to a point on the East line of Outlot 1 of Certified Survey Map No. 8471; thence North 18°56'50" West along said East line along said East line 184.84 feet to a point; thence North 03°34'05" East along said East line 227.88 feet to a point; thence North 72°49'24" East along said East line 186.24 feet to a point; thence North 51°22'14" East along said East line 208.24 feet to a point; thence North 49°03'43" East along said East line 184.78 feet to a point; thence North 89°04'33" East along said East line 284.55 feet to a point on the East line of said 1/4 Section; thence South 00°10'44" West along said East line 3.01 feet to a point on the West line of a Public Road; thence Southwesterly 335.93 feet along said West line and the arc of a curve whose center lies to the Southeast, whose radius is 546.70 feet and whose chord bears South 17°46'55" West 330.67 feet to a point; thence South 00°10'44" West along said West line 687.62 feet to the point of beginning.

Said lands contain 511,088 square feet or 11.7330 acres.

R.A. Smith National, Inc.

Line Table		
Line #	Direction	Length
L1	N87°43'32"W	73.33
L2	N62°59'40"W	49.10
L3	N40°36'48"W	27.85
L4	S24°56'00"W	27.48
L5	S71°42'19"W	48.64
L6	N73°32'56"W	77.61
L7	N76°04'53"W	50.02
L8	N42°14'55"W	111.99
L9	N49°46'37"W	90.64
L10	N46°05'12"W	96.72
L11	N60°26'54"W	82.88
L12	N77°27'53"W	13.89





R.A. Smith National, Inc.

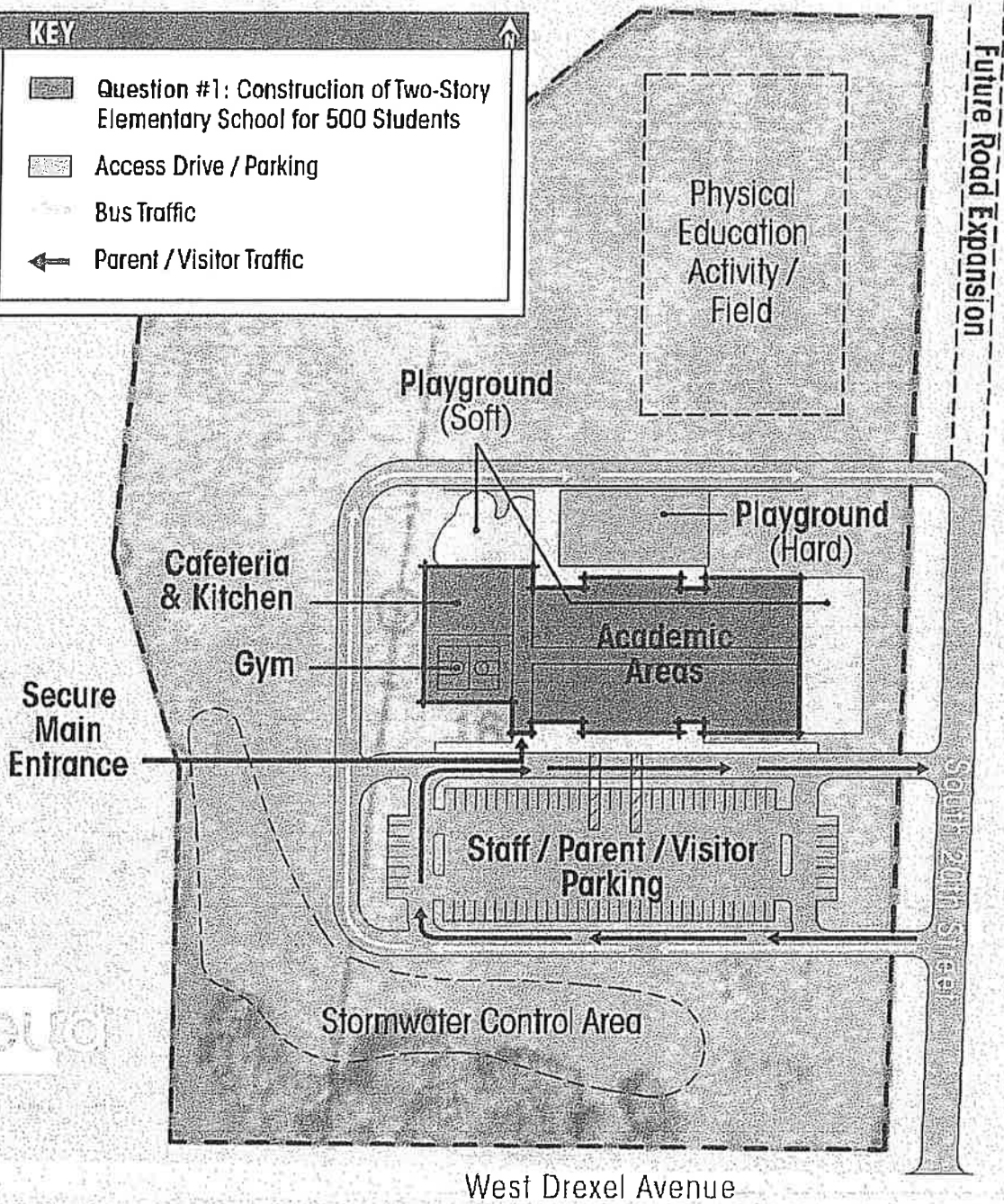
*Beyond Surveying
and Engineering*

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:\5165487\DWG\
PX101L150.dwg\SHEET 2

KEY

-  Question #1: Construction of Two-Story Elementary School for 500 Students
-  Access Drive / Parking
-  Bus Traffic
-  Parent / Visitor Traffic



MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, JANUARY 13, 2015

**Rezone
Oak Creek-Franklin Joint School District
2200 W. Drexel Avenue
Tax Key No. 785-9996-002**

Ms. Papelbon gave an overview of the proposed rezone request. Dr. Sara Burmeister, Superintendent, Oak Creek-Franklin School District, provided additional project details.

Commissioner Siepert asked how many acres are being rezoned. Dr. Burmeister responded 16.6 acres, but the part that is in the floodway will not be rezoned. Ms. Papelbon stated that they are currently waiting for an attorney's legal description for the property outside of the floodway designation. Once that is received, staff will have an exact acreage for the rezone. That will happen before the notice for a public hearing is published.

Commissioner Siepert asked who would take over ownership of the floodplain. Ms. Papelbon responded that the floodway designation will still be part of the property, but it won't be rezoned. Dr. Burmeister stated that the School District still owns the property, but won't be using it except for open space and stormwater purposes.

Commissioner Chandler asked if this is a new or replacement school being planned for this property. Dr. Burmeister responded that this is an additional elementary school.

Mr. Degner stated that floodplain can be used for a playground. Dr. Burmeister stated that the playground area will all be to the north (outside of the floodway).

Alderman Bukiewicz moved that the Plan Commission recommends to the Common Council that a portion of the property at 2200 W. Drexel Ave. be rezoned from P-1, Park District to I-1, Institutional after a public hearing. Commissioner Chandler seconded. On roll call: all voted aye. Motion carried.

ORDINANCE NO. 2757

By: _____

AN ORDINANCE TO REZONE A PORTION OF THE PROPERTY AT 2200 W.
DREXEL AVENUE FROM P-1, PARK DISTRICT TO I-1, INSTITUTIONAL

(2nd Aldermanic District)

WHEREAS, Sara Burmeister, Oak Creek-Franklin Joint School District, has applied for a rezoning of a portion of the property located at 2200 W. Drexel Ave. (Tax Key No. 785-9004-000) from P-1, Park District to I-1, Institutional.

WHEREAS, the property is more precisely described as follows:

A part of Lot 2 Certified Survey Map No. 8471 being a part of the Southeast 1/4 of the Southwest 1/4 of Section 7, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Commencing at the Southeast corner of said 1/4 Section; thence South 88°59'24" West along the South line of said 1/4 Section 100.02 feet to a point; thence North 00°10'44" East 123.04 feet to a point on the West line of a Public Road and the point of beginning of lands to be described; thence North 87°43'32" West 73.33 feet to a point; thence North 62°59'40" West 49.10 feet to a point; thence North 40°36'48" West 27.85 feet to a point; thence South 24°56'00" West 27.48 feet to a point; thence South 71°42'19" West 48.64 feet to a point; thence North 73°32'56" West 77.61 feet to a point; thence North 76°04'53" West 50.02 feet to a point; thence North 42°14'55" West 111.99 feet to a point; thence North 49°46'37" West 90.64 feet to a point; thence North 46°05'12" West 96.72 feet to a point; thence North 60°26'54" West 82.88 feet to a point; thence North 77°27'53" West 13.89 feet to a point on the East line of Outlot 1 of Certified Survey Map No. 8471; thence North 18°56'50" West along said East line along said East line 184.84 feet to a point; thence North 03°34'05" East along said East line 227.88 feet to a point; thence North 72°49'24" East along said East line 186.24 feet to a point; thence North 51°22'14" East along said East line 208.24 feet to a point; thence North 49°03'43" East along said East line 184.78 feet to a point; thence North 89°04'33" East along said East line 284.55 feet to a point on the East line of said 1/4 Section; thence South 00°10'44" West along said East line 3.01 feet to a point on the West line of a Public Road; thence Southwesterly 335.93 feet along said West line and the arc of a curve whose center lies to the Southeast, whose radius is 546.70 feet and whose chord bears South 17°46'55" West 330.67 feet to a point; thence South 00°10'44" West along said West line 687.62 feet to the point of beginning.

Said lands contain 511,088 square feet or 11.7330 acres.

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

WHEREAS, the Common Council held a public hearing on said application on March 3, 2015 at which time all interested parties appeared and were heard; and

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

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

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands hereinabove described are hereby rezoned from P-1, Park District to I-1, Institutional and the Zoning Map of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.

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

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

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

Passed and adopted this 3rd day of March, 2015

President, Common Council

Approved this 3rd day of March, 2015

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

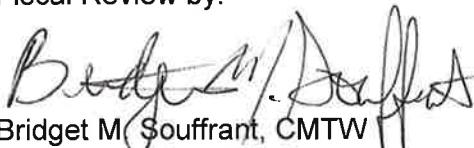
Item No.: 12

Recommendation: Approve agreement with Veolia Water Milwaukee, LLC in an amount not to exceed \$64,031.

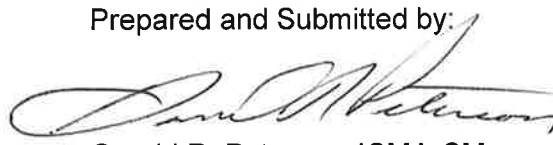
Background: At its December 18, 2012 meeting (Common Council Report attached), the Council approved a not to exceed contract with Graef for the design, construction, and monitoring of a stormwater best management practices plan for the Drexel Town Square development in an amount not to exceed \$149,436.20. This agreement was part of a project between the MMSD, DTS, and the City of Oak Creek for implementing stormwater best management practices at Drexel Town Square for which \$747,181 was allocated. The monitoring of these SBMPs has yet to be completed. Attached is an agreement we have negotiated with Veolia Water Milwaukee, LLC for this work. It is important to be able to quantify how the various SBMPs at DTS function as compared to their theoretical expectations. This is highly specialized work and Veolia was the only contractor we have been able to identify to perform this monitoring. We have worked closely with the MMSD in this effort and they concur in our approach.

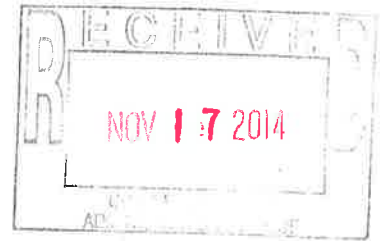
Fiscal Impact: Approval of this agreement will result in a not to exceed cost of \$64,031 payable from the City's stormwater fund.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator



November 12, 2014

Gerald R. Peterson
City Administrator
City of Oak Creek
8640 South Howell Avenue
Oak Creek, WI 53154

Dear Mr. Peterson,

Our team of Veolia and Geosyntec Consultants appreciates the opportunity to present this proposal to you to provide stormwater green infrastructure monitoring services at the Drexel Town Square site in Oak Creek.

PROJECT BACKGROUND

The City of Oak Creek, Wisconsin is constructing Drexel Town Square, a mixed-use redevelopment project. The site was originally a Delco Electronics plant, which closed in 2008 and was subsequently demolished. The 85-acre redevelopment site will feature retail, commercial, residential and public uses. Construction of public infrastructure at the site is currently underway.

Oak Creek is implementing green infrastructure at Drexel Town Square to aid in stormwater management. The implementation of green infrastructure is partially funded by a grant from the Milwaukee Metropolitan Sewerage District (MMSD). Green infrastructure types that will be constructed/implemented include permeable pavement, bioretention and wetland enhancement.

The city is seeking a proposal to provide hydrologic monitoring of representative components of the green infrastructure. The monitoring system will provide data, analysis and visualization tools that provide insight on both the performance and hydrologic state of the green infrastructure.

PROJECT UNDERSTANDING

Veolia and Geosyntec propose to provide green infrastructure monitoring services based on our OptiRTC platform. Conceptually, the OptiRTC system uses low-cost sensors and hardware that are connected to the Internet via wired or wireless communication. Cloud based data storage and access will be provided. The Veolia/Geosyntec team develops algorithms and software to process the raw site measurements and transform them into usable information demonstrating the performance and function of the specific green infrastructure installation. The City will be provided with a web-based dashboard accessible through a standard Internet browser, where site data can be viewed.

Veolia Water Milwaukee, LLC
700 East Jones St
Milwaukee, WI 53207
tel. +1 414 747 3851

www.veolianorthamerica.com



The specific number and type of monitoring sensors and associated hardware that will be installed and operated will be defined in Task 1, Project Design. Our cost estimate is based on the following extent of green infrastructure monitoring:

Permeable pavement:

The entire site development includes approximately twelve separate zones of permeable pavement. To limit total monitoring cost, we are proposing to select two representative areas for monitoring. The specific two areas will be selected during the Project Design phase.

The monitoring scope for permeable pavement will include:

Install water level sensors in 2 standpipes embedded in 2 separate sections of permeable pavement. It is assumed that standpipes will be installed during street construction by the City, or retrofit construction done by City at a later date. In the budget table, we have provided an estimated cost of this supporting infrastructure.

Install flow monitoring weirs and sensors in inlet/outlet pipes connected to 2 stormwater curb inlets/manholes that drain the two monitored areas of permeable pavement. Each inlet has two incoming 6-inch diameter drain lines (underdrain from permeable pavement sections) and one outgoing storm sewer lead (typically 12-inch diameter).

Install flow monitoring weirs and sensors in the outlet pipes for two stormwater catch basin / inlets that drain areas of conventional pavement, for comparison to flows from areas of permeable pavement

Bioretention cells:

It is our understanding that the site development will include three separate bioretention cells or bioswales, in proximity to one another but operating in parallel. From these three bioretention cells, we will collaboratively select one representative cell for monitoring.

For the bioretention cell, the monitoring scope is as follows:

Install/operate a water level sensor within a piezometer at one location in a bioretention cell. It is assumed that the City will install the piezometer within the bioretention cell bottom media ahead of time. During the Project Design phase, Veolia/Geosyntec will provide a detail to the City for piezometer construction. It is anticipated that this monitoring piezometer will extend approximately three feet below the surface of the bioretention bottom, in order to monitor shallow water levels in the bioretention media and underlying stone and native soil. Although we anticipate that the City will have their own labor forces or one of the site development contractors install the piezometer, we have included an estimated construction cost in our budget table.

Install up to 4 weirs and water level sensors to monitor a combination of piped bioretention cell inflow and outflow.

Other:

Install and operate a recording rain gauge on City Hall rooftop in center of Drexel Town Square development.



SCOPE OF SERVICES

The following section describes the tasks included in our estimated budget. Our estimated budget is presented in Table 1, attached to the end of this document.

Task 1: Project Planning and Design

The Veolia/Geosyntec team has already provided some initial recommendations and input to the City and the City's site design team, and conducted initial review of site information and site plans, to develop overall monitoring concepts. This initial work has been provided on a complimentary basis.

To finalize the plans for equipment selection, purchase, location and installation, a detailing planning and design phase will be needed. This task will include efforts such as further discussion with the City and site designers to select appropriate monitoring locations and functions, final selection of sensor models and locations, review of power requirements with the City and coordination of power supply extensions/installations by the City if needed, and providing guidance to the City and construction team regarding the installation of supporting infrastructure such as shallow piezometers in the bioretention cells.

This task also includes a cost for overall project management activities, meetings, correspondence time and coordination efforts.

Task 2: Equipment and Installation

A full equipment estimate has been prepared and is presented in Table 1. It is our intent that the costs are subject to change and will be provided at cost plus a 10% markup.

It is assumed that the project design will be finalized before equipment selection/procurement begins and that any changes to the design may result in a budgetary change order. It is estimated that the prebuild/procurement effort will require two people for three full days.

A further cost has been provided if Veolia/Geosyntec is retained to complete the on-site installation and commissioning. It is estimated that this effort will require two people for 4 days.

Costs associated with Task 2 will be provided at time and materials (plus equipment markup) pricing.

Task 3: OptiRTC Web Services

OptiRTC Software as a Service (SaaS) have been priced at a monthly fee with a minimum three year contract and are subject to the Terms of Service, which can be provided at request. OptiRTC web services will include the ability to visualize datastreams on custom taskboards and allow you to interact with the data. All data will be logged for the length of the project and is available for download through the taskboard.

The web interface / taskboards for this project will focus on data access/reporting/visualization related to hydrologic performance of the green infrastructure, such as water levels/flow rates at monitoring points and water budgets derived from the raw data streams. The Veolia/Geosyntec team is currently developing a cloud-based analysis and web dashboard system focused on the operational and maintenance (O&M) needs of green infrastructure for owners and operators. This product will provide services such as key performance indicators (KPIs) that convey information on the changing condition and possible O&M needs of the green infrastructure over time, and alerts that recommend immediate O&M actions at specific locations. More information on this O&M-focused system can be presented to the City in the future if desired.



ASSUMPTIONS

Line power connections will be provided by the City. If line power is not available, solar or battery power alternatives will be provided, but this cost is not included in this initial proposal.

Conduit for power/communications lines to be installed by the City.

It is not anticipated that a hardwired Ethernet connection or a wifi connection will be available for Internet communication. Therefore, it is anticipated that cellular modems will be used for transmission of monitoring data to the Internet. The cost of cellular transmission is included in the monthly OptiRTC SaaS fee.

This monitoring proposal does not include any services related to real-time control of green infrastructure and other stormwater infrastructure. It is our understanding that the systems are designed for passive operation with fixed outlet structures and hydraulic controls. Geosyntec is a pioneer in the use of cost-effective technology to provide real-time control of stormwater infrastructure. There may be opportunities at the Drexel Town Square site to enhance hydrologic performance, runoff detention and stormwater treatment through the use of real-time control systems. The Veolia/Geosyntec team would be happy to discuss such possibilities with you.

This proposal is only valid for 90 days after issuance.

CONCLUSION

We look forward to discussing this proposal for green infrastructure monitoring services at the Drexel Town Square site with you. Please contact myself or Scott Landers at Geosyntec Consultants with any questions.

A handwritten signature in black ink, appearing to read 'S. Royer'.

Scott Royer
Vice President and General Manager
Veolia Water Milwaukee, LLC

tel +1 414 747 3851
cell +1 414 975 1555

700 East Jones Street, Milwaukee, WI 53207
scott.royer@veolia.com

TABLE 1
ESTIMATED BUDGET FOR DREXEL TOWN SQUARE GREEN INFRASTRUCTURE STORMWATER MONITORING
CITY OF OAK CREEK, WISCONSIN
 Prepared by Veolia / Geosyntec team
 9/9/2014

TASK 1: PROJECT PLANNING AND DESIGN	Total fee \$ 18,115
--	-------------------------------

TASK 2: EQUIPMENT AND INSTALLATION

Equipment	Number	Unit Price	Extended Price	Comments
Bioretention cells				
Water level sensor in piezometer	1	\$ 150	\$ 150	1 piezometer in one representative bioretention cell. Assume piezometer installation by others (Veolia/Geosyntec to provide detail).
Pipe Flow monitoring (weir procurement and installation, water level measurement at weir)	4	\$ 295	\$ 1,180	Assume up to two flow monitoring locations associated with the outfall of the bioretention cell. (One underdrain outflow location, plus a possible additional outflow location for overflow). Monitor up to 2 incoming pipes into a bioretention cell.
Permeable Pavement				
Water level sensor in standpipe	2	\$ 150	\$ 300	Standpipe installation within permeable paver section by others.
Pipe Flow monitoring for 6" diameter underdrain inflows to inlet (weir procurement and installation, water level measurement at weir)	4	\$ 295	\$ 1,180	Monitor inflow from permeable pavement underdrains, where underdrains outlet to storm sewer inlets. Assume monitoring 2 inlets with 2 incoming underdrains each.
Pipe Flow monitoring for 12" diameter outflow from inlet (weir procurement and installation, water level measurement at weir)	4	\$ 369	\$ 1,476	Monitor pipe outflow from storm sewer inlets located in 2 permeable pavement sections and 2 conventional pavement sections. Assume monitoring 4 inlets with 1 outlet pipe each.
Rain gauge				
Recording rain gauge	1	\$ 300	\$ 300	
Other Equipment				
Gammas (for Internet communication)	8	\$ 230	\$ 1,840	
VZCOM	1	\$ 1,000	\$ 1,000	
Cellular Routers	2	\$ 800	\$ 1,600	
Enclosures	2	\$ 3,000	\$ 6,000	Assumes line power (120 VAC) will be readily available at each enclosure site
Misc (10%)			\$ 1,503	

Equipment SubTotal (with 10% markup)	\$ 18,181
---	------------------

Installation

Subtask	Hourly Rate	Hours	Total Price	Comments
Pre-Build/Procurement	\$100	60	\$ 6,000	2 people for 3 days
Field Installation	\$100	80	\$ 8,000	2 people for 4 days

Installation labor Subtotal	\$ 14,000
------------------------------------	------------------

TASK 2: EQUIPMENT AND INSTALLATION: TOTAL COST	\$ 32,181
---	------------------

TASK 3: OptiRTC WEB SERVICES (SaaS)

	Number of datastreams	Monthly fee per datastream	TASK 3 Total monthly fee	TASK 3 Total annual fee
Datastreams	25	\$ 30	\$ 750	\$ 9,000

* Typical contract terms include a minimum three-year monitoring period

ESTIMATED COST OF SELECTED SUPPORTING INFRASTRUCTURE TO BE PROVIDED BY OTHERS
September 9, 2014

In addition to the Veolia/Geosyntec provided items and services on the previous page, additional components will need to be installed to support the monitoring effort, including piezometers / standpipes for the housing of subsurface water level sensors, and buried conduit for the future placement of power/communications wiring.

It is our understanding that the City of Oak Creek or other site owner will separately arrange to have these items installed. Construction / installation would be best coordinated with other construction efforts occurring onsite, and the owner may find it most cost-effective to utilize a contractor already working onsite doing grading or utility work. We understand that the City requests a preliminary cost estimate for this supporting infrastructure, to estimate the overall cost of the monitoring effort. The prices in this table do not represent a Veolia/Geosyntec commitment to deliver these items at these prices.

Item	Quantity	Unit	Unit price	Total price
Piezometer in bioretention cells	1	each	\$ 800	\$ 800
Standpipes in permeable pavers	2	each	\$ 1,200	\$ 2,400
1" PVC conduit for future cabling, permeable paver areas	250	lf	\$ 3	\$ 750
1" PVC conduit for future cabling, bioretention area	300	lf	\$ 3	\$ 900
Totals				\$ 4,850

The linear feet of conduit to be installed for the various monitoring areas is a conceptual estimate only, at this time. The length of conduit required will be determined during the Project Design phase, and will be affected by site condition such as the specific location of power sources, where equipment and communication devices can be placed on site, and final monitoring locations.

The above estimates assume that conduit and standpipes can be placed before final grading, paving, or landscaping occurs in the anticipated locations. The need to remove/excavate existing pavement or landscaping, and restore such features after conduit installation, could significantly increase costs. No surface restoration is included in the above cost estimates.

City of Oak Creek Common Council Report

Meeting Date: December 18, 2012

Item No.: 16

Recommendation: That the Common Council considers a motion to enter into a funding agreement with MMSD for the design, construction and monitoring of a stormwater best management practices (SBMP) plan for the Drexel Town Square development and to negotiate a not-to-exceed \$149,436.20 contract with Graef to develop and implement the SBMP plan. (2nd Aldermanic District)

Background: MMSD has created a private property infiltration and inflow (PPII) reduction program in which it has allocated funding over several years to all of its member communities. This proposed agreement would provide for the city's 2010 through 2012 PPII allotment totaling \$747,181 to be applied toward SBMPs on the Drexel Town Square site.

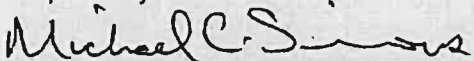
The City has been working with Graef to identify and secure various funding opportunities for the Drexel Town Square site. Graef has led the effort to get MMSD's approval for the use of the PPII funding on the SBMP plan. MMSD believes that an effective SBMP plan has positive impacts on PPII and that was a major factor in their approval of the fund transfer.

The SBMP plan, which will have to be fully developed by Graef in cooperation with city staff, will identify appropriate SBMPs that will provide the desired stormwater management from both a quantity and quality standpoint. Graef is the engineering consultant hired by WisPark to design the overall site grading, roadway and utility plans so there would be a seamless meshing of those plans with the SBMP plan. All SBMPs that eventually are incorporated into the final plan will pass a cost-benefit analysis and meet sustainability goals. It is envisioned that the SBMP plan will incorporate traditional features like detention ponds, but will emphasize sustainable features which may include infiltration bioswales, green roofs, wetland enhancements, pervious pavements and stormwater scavenging to name a few.

MMSD is excited about the proposed SBMP project as it could serve as a relatively high-profile demonstration that sustainable stormwater management can be effectively incorporated into site development while adding valued aesthetics.

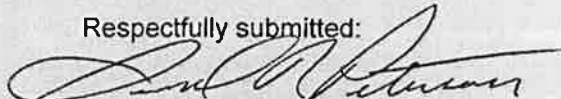
Fiscal Impact: This agreement will allow for up to \$747,181 in reimbursement for SBMP costs from MMSD, including engineering and construction. Engineering costs of up to \$149,436.20 would come from the TID and be reimbursable through the MMSD funding agreement.

Prepared by:



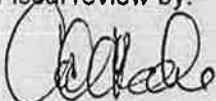
Michael C. Simmons, P.E.
City Engineer

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:



Catherine A. Roeske
City Clerk

City of Oak Creek Common Council Report

Meeting Date: 3/3/15

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.

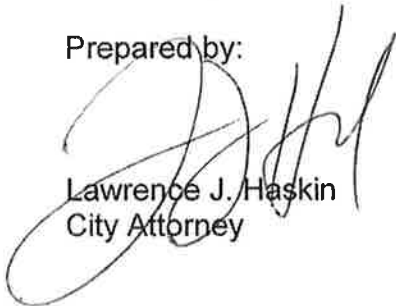
Background: As part of the development of Drexel Town Square, One West Drexel, LLC ("OWD"), the developer, is planning to install benches and wayfinding signs within the public right-of-way.

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.

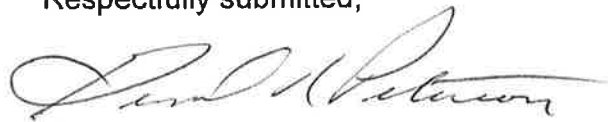
Fiscal Impact: None

Prepared by:



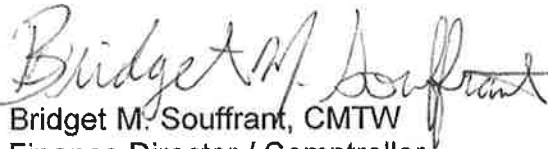
Lawrence J. Haskin
City Attorney

Respectfully submitted,



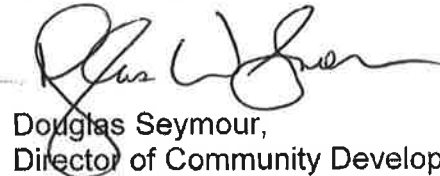
Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Approved by:



Douglas Seymour,
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) Publicly owned benches.

- (8) Publicly owned Bicycle Parking Facilities.
- (9) Publicly owned 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 3rd day of March, 2015.

Passed and adopted this 3rd day of March, 2015.

President, Common Council

Approved this 3rd day of March, 2015.

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: 3/3/15

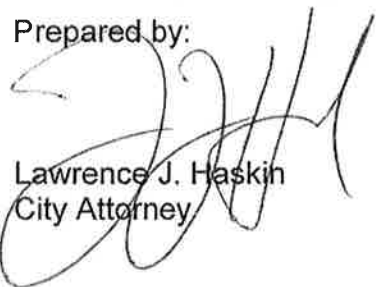
Recommendation: That the Common Council adopt Ordinance No. 2753, an Ordinance to Create Section 6.26 of the Municipal Code regarding Sidewalk Area Dining Facilities.


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.

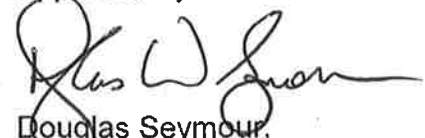
We are using the City of Milwaukee Ordinance as the model for our Ordinance since the City of Milwaukee has had significant experience in the regulation of these facilities.

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 3rd day of March, 2015.

Passed and adopted this 3rd day of March, 2015.

President, Common Council

Approved this 3rd day of March, 2015.

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

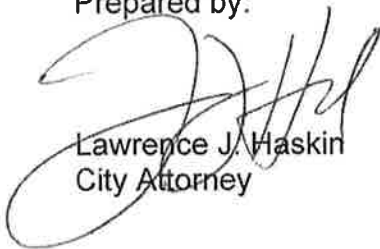
Meeting Date: 3/3/15

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 3rd day of March, 2015.

Passed and adopted this 3rd day of March, 2015.

President, Common Council

Approved this 3rd day of March, 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:

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

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)

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: _____

IN WITNESS WHEREOF, Drexel Town Square Owners' Association Inc., a Wisconsin non-stock corporation, has caused these presents to be signed as of this ____ day of _____, 2015.

DREXEL TOWN SQUARE OWNERS' ASSOCIATION INC.

By: _____
Name print: _____
Title: _____

Signed and sealed in the presence of:

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2015, the above-named, _____, the _____ of Drexel Town Square Owners' Association Inc., to me known to be the person who executed the foregoing instrument on behalf of said corporation and acknowledged the same.

[Notarial Seal]

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

THIS DOCUMENT DRAFTED BY:
Attorney Lawrence J. Haskin
State Bar No. 01017416
City of Oak Creek
7300 South 13th Street, Suite 104
Oak Creek, WI 53154
Telephone: (414) 762-5105

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: March 3, 2015

Item No.: 16

Recommendation: That the Common Council consider City buildings construction update by Owner's Representative Steve Chamberlin.

Background: Owner's Representative Steven Chamberlin will be in attendance at the meeting to update the Oak Creek community and the Common Council on the construction progress being made for the Library, City Hall, and Fire Station No. 1 buildings. Attached to this report are construction activities scheduled for the buildings for the next 30 days. At this time the projected substantial completion for the Fire Station is June 9, 2015, as originally stated in our contract with general contractor Corporate Contractors, Inc. We are currently working with our general contractor and Owner's Representative to establish a firm completion date for the City Hall/Library. Based on various unanticipated challenges, we are currently discussing a revised substantial completion date with the contractor. The original planned substantial completion date is August 7. A photo progress report on construction activities will be provided at the meeting.

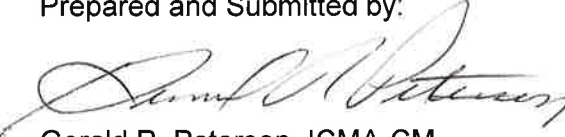
Also, attached to this report are the project Change Order Logs that have been created for these two building projects. To date, the Fire Station has \$139,701 in additional change order costs and the City Hall/Library \$96,429 in additional change order costs. Mr. Chamberlin and staff can respond to specific questions about any of these change orders or to otherwise answer questions about the projects.

Fiscal Impact: To date a total of \$236,130 in change orders have been processed for both projects, with additional pending changes of \$153,142. The construction budget included \$700,000 for project contingency costs.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

1 Month Look Ahead

City Hall & Library - Upcoming Activities				
Work Activity	Week			
	2/23	3/2	3/9	3/16
Exterior wall framing	X	X	X	
Interior metal partitions	X	X	X	X
2nd level concrete floors	X	X		
Mechanical & electrical rough-in	X	X	X	X
Roofing	X	X		
Rough carpentry	X	X	X	X

Fire Station - Upcoming Activities				
Work Activity	Week			
	2/23	3/2	3/9	3/16
Exterior Masonry (Brick & Stone)	X	X	X	
Mechanical & Electrical - Apparatus Bay	X			
Drywall 2nd floor	X			
Tape & Finish Drywall (1st & 2nd)	X	X	X	
Paint Apparatus Bay	X	X		
Paint 1st & 2nd floor		X	X	X
Acoustical Ceilings			X	X

#	City of Oak Creek Change Order Log - CHL	Request	Initiated By	Approval Status	C.O. Amount	Change Order
CCI #1	Limestone sills, banding, caps in lieu of precast concrete	\$23,100	City	R	\$0	N/A
CCI #2	Revise door fire rating	\$205	Bray	A	\$205	CHL-1
CCI #3	Metal coping in lieu of metal edge at roof edge	\$15,876	City	R	\$0	N/A
CCI #4	Provide aluminum cladding, in lieu of copper, at exterior composite panels	(\$117,300)	Bray	A	(\$117,300)	CHL-1
CCI #5	Remove under slab ice melt system	(\$12,608)	City	A	(\$12,608)	CHL-1
CCI #6	Fill & cap existing underground water main below parking garage	\$19,228	CCI	A	\$19,228	CHL-1
CCI #7	Temporary power required at site, due to lack of permanent power	\$13,314	CCI	A	\$13,314	CHL-1
CCI #8	Build mock-up for lobby reception counter	\$7,728	City	A	\$7,728	CHL-1
CCI #9	Remove and fill underground unsuitable soil and concrete foundations	\$100,422	CCI	A	\$100,422	CHL-1
CCI #10	Changes to reception counter mockup	\$441	City	A	\$441	CHL-1
CCI #11	Revise horsepower for elevators	(\$206)	Bray	A	(\$206)	CHL-1
CCI #12	Revise underground water and storm lines	\$12,613	Bray	A	\$12,613	CHL-1
CCI #13	Dumpster enclosure footings	\$11,757		P		
CCI #14	Glass wall revisions, open office (C106/C107) revisions	\$18,877		A	\$18,877	
CCI #15	Exterior light bollards	\$4,253		A	\$4,253	
CCI #16	Parking garage floor sealer	\$6,243	City	A	\$6,243	
CCI #17	Cost request due to insufficient water supply	\$7,835	CCI	A	\$7,835	
CCI #18	Trench drain changes	\$8,025	Bray	P		
CCI #19	Excess spoil handling & removal from site	\$58,705	City	P		
CCI #20	Heat pump relocation	\$3,674		A	\$3,674	
CCI #21	Misc Owner changes	\$27,489	City	A	\$27,489	
CCI #22	3M Sorter changes	\$759		A	\$759	
CCI #23						
CCI #24	Concrete additive for garage slab (due to trench drain decision)	\$3,462	Bray	A	\$3,462	
TOTALS					\$96,429	
CCI Original Contract Amount					\$18,465,500	
Change Order CHL-1					\$23,837	
Change Order CHL-2					\$72,592	
Current Contract Amount					\$18,561,929	

#	City of Oak Creek Change Order Log - Fire Station	Request	Initiated By	Approval Status	C.O. Amount	Change Order
CCI #1	Limestone sills, banding, caps in lieu of precast concrete	\$12,600	City	R	\$0	N/A
CCI #2	Paint credit due to PPG contribution - Partial Initial Credit	(\$8,500)	City	P	(\$8,500)	FS-1
CCI #3	Revised column and foundation	\$722	Bray	A	\$722	FS-1
CCI #4	Soil undercut & engineered fill per Giles Engineering	\$36,822	CCI	A	\$36,822	FS-1
CCI #5	Metal coping in lieu of metal edge at roof edge	\$10,039	City	R	\$0	N/A
CCI #6	Elevator opening structural modifications	\$3,104	Bray	A	\$3,104	FS-1
CCI #7	WE Energies, AT&T, and Time Warner line relocations	\$21,192	CCI	A	\$21,192	FS-1
CCI #8	Interior electrical modifications at Fiber & Electrical Room	\$6,753	Bray	A	\$6,753	FS-1
CCI #9	Revise steel grating at generator pit	\$1,251	Bray	A	\$1,251	FS-1
CCI #10	GWB ceiling modification	\$975	Bray	A	\$975	FS-1
CCI #11	Structural steel revisions - Grid line intersection C/3	\$5,872	Bray	A	\$5,872	FS-1
CCI #13	Conduit for phone and cable TV - building to street	\$6,494	Bray	A	\$6,494	
CCI #14	Exterior light bollards - run power to type YB bollards	\$863	Bray	A	\$863	
CCI #15	Addeed CMU due to building undercutting	\$1,987	CCI	A	\$1,987	
CCI #16	Steel jamb changes	\$24,362	Bray	A	\$24,362	
CCI #17	Parking lot undercut work - lowered footings 2 courses	\$74,655	CCI	P	\$0	
CCI #18						
CCI #19	Mezzanine steel to cap precast plank	\$4,935	Bray	A	\$4,935	
CCI #20						
CCI #21	Fire alarm revisions	\$32,869	Bray	A	\$32,869	
TOTALS					\$139,701	
CCI Original Contract Amount					\$4,474,811	
Change Order FS-1					\$68,191	
Change Order FS-2					\$71,510	
Current Contract Amount					\$4,614,512	

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 17

Recommendation: Authorize the City Administrator to execute contracts with various vendors as detailed in the amount of \$360,000 for furniture purchases after review and concurrence of the contract form by the City Attorney's office and direct the City Administrator to identify sources for funding of executed contracts (by Committee of the Whole).

Background: In June 2013, the Oak Creek Public Library Foundation began a capital campaign to raise funds for the furniture, fixtures and equipment for the city's new library. To date, the Campaign has netted \$227,000 in pledges and donations as part of their large donor campaign. The original goal of the Foundation was \$1,500,000. Based on our experience and the advice of the professional fundraisers who were part of the campaign, it is clear that this goal is unrealistic. The Foundation launched the public phase of the capital campaign on February 1, 2015. The community kickoff event is scheduled for March 20 at the Oak Creek Community Center. Our current projections are that the public campaign will not be capable of reaching our original goal.

Fundraising does not follow scheduled timelines, and one or two significant gifts can revive a campaign that may be moving slower than anticipated. Unfortunately, the pace of construction follows a more rigid schedule. This means that we are approaching our deadline to order furnishings in order to ensure their arrival in time for the grand opening of the new Library / City Hall.

On November 5, 2014, the Common Council approved the award of eight furnishings bid packages for the new Library / City Hall. The remaining three bids, which were primarily for library shelving, were not awarded at that time, with the understanding that it may be possible to add the bids at a later date should funding be available from fundraising or another source.

Steve Chamberlin, the owner's representative, has been working closely with the architects, designers, and furnishing vendors. He was recently informed of an \$8,000 increase in the bids for the remaining furnishings. At his urging, the vendor has agreed to hold off on this price increase so that the Common Council can consider this proposal.

The Oak Creek Public Library Foundation continues to raise funds and remains hopeful that the fundraising goal will eventually be met. With the building completion date approaching, the Oak Creek Public Library Board asks the

Council to identify a funding source that will allow the City to award the remaining three bids from the initial bid packages, so that the remaining library furnishings may be ordered and installed in time for the opening of the new Library and City Hall.

The Council is also aware of the library's intention to utilize RFID technology and automated sorting equipment to reduce the amount of sorting and filing of materials done by hand. We request that the Council approve the use of incoming fundraising dollars for the automated sorting equipment to achieve these cost savings.


Fiscal Impact: If approved, the City Administrator would need to identify a minimum of \$360,000 in additional funding to cover the remaining three outstanding furniture bids, mainly for library shelving in the new building.

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:



Jill Lininger
Library Director



Sharon Armstrong, President
Oak Creek Public Library Board



Jerry Hammernik, Chair
Oak Creek Public Library Building
Committee

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 18

Recommendation: That the City participates in the design and construction of a revised and improved intersection at 20th Street and Drexel Avenue in the amount of \$150,000.

Background: Agreement was reached in 2012 between the City of Oak Creek, Oak Creek-Franklin School District, Northwestern Mutual, and Milwaukee County on a series of land exchanges (see attached diagram). As part of the exchange, the Oak Creek-Franklin School District received approximately 15 acres of property on the north side of Drexel Avenue west of 20th Street extended where it was their intention to build an elementary school.

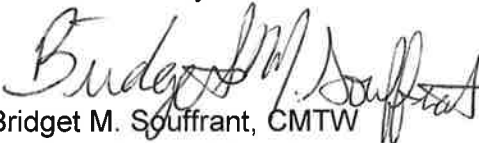
Last year a referendum was passed by the residents of Oak Creek to fund the construction of an elementary school at the site which the school district obtained as part of these land exchanges. The school district is now moving forward with its plans to begin construction of the school this summer. As a condition of the property exchange agreement between the parties (see copy of exchange agreement, particularly Article 10 post closing agreement), the right of way was dedicated to the City for roadway construction to serve various properties including the new school site. The agreement provided that Northwestern Mutual would pay for the construction of the roadway. Preparation and payment for the engineering design work was agreed to as, "The parties shall confer and prepare any and all necessary plans ...".

At the time the right of way was dedicated, it was recognized as not ideal because it did not line up with the existing 20th Street intersection to the south. Because the road will serve the school district and be the major access to significant properties which are expected to be developed within the site, City staff, Northwestern Mutual, and the school district have been working to create a better roadway alignment. This improved roadway alignment requires the purchase of additional right of way including a single family home which has significantly increased the cost of the project. This new alignment is not required, but is much preferred. Conceptual agreement has been reached by the parties whereby the City would contribute \$150,000 toward the project, the school district would contribute \$130,000 and Northwestern Mutual would

contribute \$700,000. As part of this agreement and included in the City's commitment of funds, the City would work with a consultant to have the roadway design, construction, permitting, and bidding completed as well as to create the specifications and contract to demolish the home which is located on the proposed right-of-way.

Fiscal Impact: If approved, the City would contribute \$150,000 toward this project which is available and is recommended to be allocated from remaining proceeds of the \$3 million street bond the City issued in 2012.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller


Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

Reviewed by:


Michael C. Simmons, P.E.
City Engineer

Reviewed by:


Melissa Karls
Assistant City Attorney

Proposed reconfiguration of Falk Park and vicinity

MAP KEY

- A Oak Creek to Milwaukee County
- B 1.8 to 1 ratio
- C 30.21 acres
- D Milwaukee County to Oak Creek
- E Milwaukee County to Northwestern Mutual
- F 52.90 acres
- G
- H
- I
- J
- K
- L
- M
- N
- O
- P

Total acres transferred to Milwaukee County **105**

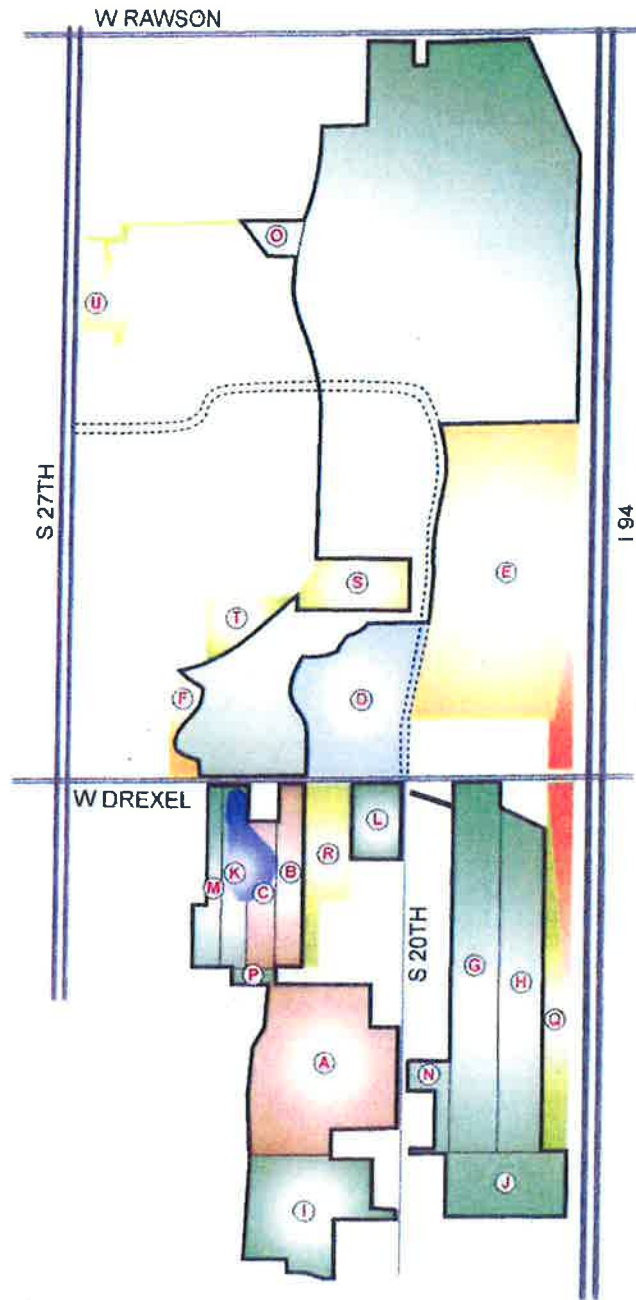
Total acres transferred to others **69.5**

Ratio of total acres of new parkland to those transferred **1.5 to 1**

Falk Park (existing) **217.7 acres**
 Falk Park (reconfigured) **254 acres**

- Q
 - R
 - S
 - T
 - U
- Possible Future Park Additions
 28.50 acres

- █ Falk Park Outline (New)
- Milw Co from Oak Creek
- Milw Co from Others
- Oak Creek from Milw Co
- █ Milw Co to Northwestern Mutual
- █ Falk Park - Possible Future Additions
- █ Stormwater Pond (App. Size & Location)
- █ Drexel Interchange
- ⋯ Possible Future Parkway



party upon whom such demand is served fails to comply with such demand within ten (10) days from the date such demand is delivered, then the party serving such demand shall be entitled to exercise any and all of its remedies available in law or in equity, including specific performance, it being agreed that specific performance is an appropriate remedy under the circumstances.

ARTICLE IX CONDITIONS PRECEDENT

Each party acknowledges and agrees that the transfer of title to the Northwestern Mutual Properties to County and the transfer of the County Properties ##2-3 to Northwestern Mutual or its assigns pursuant to this Agreement is contingent upon the occurrence of the following events:

9.1. The Policies. The Title Company shall be prepared to issue title policies to County and Northwestern Mutual or its designee as provided in Article VI.

9.2. Accuracy of Representations. Each of Northwestern Mutual's, City's and County's Representations shall be true and correct on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

9.3. Performance. Each of City, County and Northwestern Mutual shall have performed all of their respective covenants and obligations and complied with all of their respective conditions required by this Agreement to be performed or complied with by County or Northwestern Mutual, as applicable, on or before the Closing Date.

ARTICLE X POST-CLOSING AGREEMENTS

The Parties acknowledge and agree that after the Closing Date they will work together in good faith to satisfy the following post-closing matters:

10.1. Site Improvements and Easement. The Parties have caused a right of way to be dedicated for a future street on County Property #1 to provide access from West Drexel Avenue to County Properties ##2-3. The Parties shall confer and prepare any and all necessary plans for drive aisles, bicycle lanes and sidewalks for vehicular and pedestrian access on County Property #1 and to and from, and for the benefit of the development to be located at, County Properties ##2-3. Northwestern Mutual shall be responsible for all costs related to construction of the public street, all drive aisles, bicycle lanes and sidewalks for vehicles and pedestrian access on County Property #1 and to and from, and for the benefit of the development to be located at County Properties ##2-3 and shall not seek reimbursement for said costs from the City or its assigns.

If the City or its assigns, as owner(s) of County Property #1 wish to install a public street, drive aisles, bicycle lanes and sidewalks for vehicle and pedestrian access to and from County Property #1 prior to Northwestern Mutual installing such improvements, the City or its assigns may construct and install such improvements within the dedicated right-of-way, extending from West Drexel Avenue north to the extent necessary to provide access to County Property #1, as

developed, and Northwestern Mutual shall reimburse such parties for, or provide for the direct payment of, all reasonable costs incurred related to such construction of the public street, drive aisles, bicycle lanes and sidewalks within the dedicated right-of-way, within thirty (30) days after receipt of written invoice therefore. The provisions of this Section 10.1 shall survive Closing hereunder and shall be binding upon and inure to the benefit of Northwestern Mutual and the City and their respective successors and assigns as owners of County Properties ##1, 2 and 3.

The City or its assigns shall execute, acknowledge and deliver to Northwestern Mutual or its designee a permanent non-exclusive easement at the southeast corner of County Property #1 along West Drexel Avenue for signage identifying the future development to be located at County Properties ##2-3 and reasonable site improvements related to such signage including but not limited to landscaping and lighting (the "**Site Improvements Easement**"). The Site Improvements Easement shall be in a form mutually agreeable to Northwestern Mutual and City or its assigns.

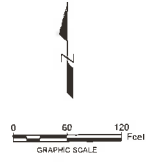
10.2. Future Rezoning. The City shall use good faith best efforts to rezone the Properties to reflect their actual usage after the Closing. Additionally, the City and Northwestern Mutual acknowledge that, to facilitate the future development, County Properties ##2-3 will need to be rezoned in accordance with the City of Oak Creek Municipal Code of Ordinances. The City and Northwestern Mutual further acknowledge that such future rezoning will confer certain benefits upon each party or Northwestern Mutual's assigns inasmuch as the rezoning will result in certain improvements being made to the County Properties ##2-3.

10.3. Snake Habitat Relocation. The County shall use good faith best efforts to assist the City or its assigns, or Northwestern Mutual or its assigns, in freeing County Properties ##1, 2, or 3 of any restrictions from rules and regulations promulgated in furtherance of the Wisconsin Department of Natural Resources Butler's Garter Snake Conservation Strategy that may impair, delay or preclude the development of said properties. To fulfill the County's obligations hereunder, County's efforts may include the relocation of Butler's Garter Snake habitats from County Properties ##1, 2, or 3 to land owned by the County within Falk Park, or enhancing or improving such County lands for a Butler's Garter Snake habitat. The County's obligations under this Section 10.3 are further subject to any and all reviews and approvals of the Wisconsin Department of Natural Resources.

10.4. Future Property Acquisition. The County and Northwestern Mutual agree to cooperate and, where appropriate, coordinate their efforts, to acquire that certain real property commonly known as 7700 S. 27th Street, Oak Creek, Wisconsin. If the property is acquired by either Northwestern Mutual or the County, Northwestern Mutual and the County agree, to the extent permitted by the current owner of said property, that the County shall have the option to own any and all improvements located thereon reasonably required to facilitate the County's use of the property for purposes consistent with Falk Park, and Northwestern Mutual or its assigns shall have the option to own the remainder of the property, so long as County has necessary access to said improvements.

10.5. Conservation Reserve Program Contracts. The Parties acknowledge and understand that County Property #1 and County Properties ##2-3 are subject to Conservation

12/24/14 11:04 AM



DATE	DESCRIPTION

R.A. Smith National
*Beyond Surveying
 and Engineering*
 www.ra-smithnational.com

**NML - PLANNING EXHIBIT
 S. 20th STREET EXTENSION
 CONCEPT SITE PLAN**

COPYRIGHT 2014 R.A. Smith National, Inc. DATE: 12/24/14 SCALE: 1" = 80' JOB NO: 5140212 PROJECT MANAGER: CHRISTOPHER D. MITCH, P.E. DESIGNED BY: AJS CHECKED BY: CDM SHEET NUMBER 1
--

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

No. 19

Recommendation: The Personnel Committee recommends the allocation of part-time custodian hours be added to two currently vacant budgeted positions to achieve full-time status.

Background: The current Custodial staff consists of one part-time custodian trainer, five part-time custodians and two part-time vacancies. This bare bones staff is responsible for cleaning City Hall, the Library, Fire Stations, the Police station, and the Street, Parks and Forestry building and recycling area.

For some time, recruitment and retention has been a constant issue in maintaining a qualified staff. Recently two part-time custodian positions were posted and only six applications were received, none of which proved qualified. The positions were again posted after the wage rate was raised to \$10.50 per hour with the hopes of an improved response rate. Again six applications were received. Among the applicants, two do not possess the required valid driver's license and one had previously left employment with the City on less than satisfactory terms. This has put a great deal of pressure on current employees, some who find it difficult to maintain the limited number of hours due to their considerable desire to get the job done.

As we transition to the new City Hall and Library, the work demanded of these positions will continue to increase based upon significantly more space to maintain. The transition itself is going to require additional custodial effort and once there, the upkeep of the new building will present its own challenges. The ability to have a full time custodian on staff as the need arises will be invaluable to employees and will enable the Facilities Manager and Facilities Maintenance Tech to focus on more technical issues. The most efficient and cost effective way to get the best possible service is to increase the hours of the current Custodian Trainer to full-time status.

Fiscal Impact: In the past five years, the part-time custodian account has contained a positive fund variance at the end of the fiscal year due to difficulties in recruiting and retaining qualified staff positions (see below). The additional hours and potential benefit implications of adding hours to an existing part time position to create a full-time position would not exceed budgeted allotments for 2015.

Part Time Custodian account			
10-41-1-10500			
Year	Budget	Actual Spent	Variance
2014	\$154,800	\$115,835	\$38,965
2013	\$154,800	\$135,626	\$19,174
2012	\$162,100	\$140,732	\$21,368
2011	\$158,150	\$144,564	\$13,586
2010	\$142,015	\$134,174	\$7,841
			\$100,934

Fiscal Review by:



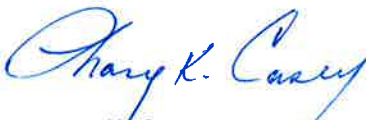
Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Reviewed by:



Gerald R. Peterson, ICMA-CM
City Administrator

Submitted by:



Mary K. Casey, PHR
Human Resources Manager

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

No.: 20

Recommendation: That the Common Council approve the recommendation of the Personnel Committee and adopt Ordinance No. 2751, Amending Section 3 of Ordinance No. 2743 which sets the salary ranges, salary, wages and allowances for Police Lieutenants and Police Sergeants in the amount of 2.0% effective January 1, 2015.

Background: The recent approval of the Professional Police Officers Labor Agreement has once again brought internal compensation equity issues to the Police Department. Specifically, pay differentials between Detectives/Investigators and the Sergeants who supervise them are minimal. These compensation inequities mirror those that occurred with the approval of the 2012-14 Police Association contract. It is the intent of staff to study the placement of Sergeants' and Lieutenants' under the Fair Labor Standards Act to determine validity of exempt or non-exempt status. Those results will be presented to the Personnel Committee for recommendation later this year and then brought to the Common Council for consideration.

Possible options:

- 1) As in 2012, recommend amending the salary ranges of Police Lieutenants and Sergeants consistent with the approved Police Association contract: 1/1/15: 2%, 1/1/16: 2%, 1/1/17: 1.5%. (The Committee has asked these increases to be reviewed annually)
- 2) Recommend amending the salary ranges of Police Lieutenants and Sergeants consistent with the Police Association contract for 2015 while FLSA placement is under study.

	A	B	C	D	E	F
1	Position	1/1/2014	1/1/15 (with .51/hr)	1/1/2015	1/1/2016	1/1/2017
2						
3	Police Chief	\$ 105,772.00	\$ 106,833.00	\$ 106,833.00	TBD	TBD
4	Police Captain (2)	\$ 98,120.00	\$ 99,181.00	\$ 99,181.00	TBD	TBD
5	Police Lieutenants (4)	\$ 89,687.00	\$ 90,747.00	\$ 91,481.00	\$ 93,311.00	\$ 94,711.00
6	Police Sergeant (6)	\$ 83,331.00	\$ 84,371.00	\$ 84,998.00	\$ 86,698.00	\$ 87,999.00
7						
8	Detective	\$ 81,480.00		\$ 83,108.00	\$ 84,771.00	\$ 86,042.00
9	Investigator (after 6 mo.)	\$ 81,480.00		\$ 83,108.00	\$ 84,771.00	\$ 86,042.00
10	Police Officer (after 5 yrs)			\$ 74,205.00	\$ 75,690.00	\$ 76,827.00
11						


Note: Highlighted fields indicate wages with adoption of contractual increases: 2%, 2%, and 1.5%.

Fiscal Impact: Based upon the Personnel Committee recommendation of 2.0% increases for Police Sergeants and Lieutenants effective January 1, 2015, the cost for this action in 2015 will be \$17,178.00 which is provided for in the 2015 budget.


Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Reviewed by:


Gerald R. Peterson, ICMA-CM
City Administrator

Submitted by:


Mary K. Casey, PHR
Human Resources Manager

ORDINANCE No. 2751

BY: _____

AN ORDINANCE AMENDING SECTION 3 OF ORDINANCE NO. 2743,
FIXING THE SALARY RANGES, SALARY, WAGES AND ALLOWANCES
FOR POLICE LIEUTENANTS, AND POLICE SERGEANTS.

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

SECTION 1: There is herewith established the uniform rates of pay of those certain offices and positions in the civil service under the control of the Common Council of the City of Oak Creek affecting non-union, management, general, and miscellaneous personnel for the year 2015. The proper city officials are hereby authorized and directed to make the required payments to those affected employees of the City pursuant to this ordinance. The bi-weekly rate will prevail in years with more or less than 26 payrolls.

SECTION 3: The pay ranges and rates of pay of those certain offices and positions covered by the Police and Fire Commission service under the control of the Common Council of the City of Oak Creek affecting management and supervisory personnel shall be as follows provided that the salary range and salaries are subject to review by the Common Council. Those affected employees pursuant to this section shall receive the clothing allowance and other fringe benefits set forth in the current Personnel Manual. Employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. These employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively. Under Act 32, non-represented law enforcement and fire fighting managerial employees employed by a municipality on July 1, 2011, are treated the same as represented public safety employees for purposes of paying the required WRS contribution. For public employees who first become employed by the City after July 1, 2011, the City is prohibited from paying the employer required WRS contribution.

Police/Fire Commission Position Title	Current Salary	Salary as of 1/1/2015	Bi-weekly Rate	Starting Salary	Top Salary
Police Lieutenants (4)	\$89,687	\$91,481	\$3,518.49	\$91,481	\$91,481
Police Sergeant (6)	\$83,331	\$84,998	\$3,269.14	\$84,998	\$84,998

SECTION 6: AUTO EXPENSE. The following personnel or members of the following departments shall be paid the rate allowed under current IRS regulations per the Travel Policy or shall be assigned City vehicles for their usage.

Police Department-including Captains
Fire Department-including Assistant Fire Chiefs.

In order to qualify for the aforementioned auto mileage and/or allowance, the officials and employees designated must provide proof of insurance by a reasonable insurance company for

bodily injury and property damage liability within minimum policy limits of \$250,000/\$500,000/\$25,000. In order to receive reimbursement, a Declaration of Coverages page stating the policy limits shall be provided annually by January 31 to the Personnel Office.

SECTION 7: VALIDITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions thereof. The Common Council of the City of Oak Creek hereby declares that it would have passed this ordinance and each section, subsection, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof, may be declared invalid or unconstitutional.

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

SECTION 9: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of January 1, 2015, except where otherwise noted.

Introduced this 3rd day of March, 2015.

Passed and adopted this _____ day of _____, 2015 .

President, Common Council

Approved this _____ day of _____, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 21

Recommendation: The Personnel Committee recommends adoption of the Supplemental Merit Compensation Award Administrative Policy.


Background: The Supplemental Merit Compensation Policy has been established to continue to move the City to a more performance based wage and compensation system. Under such a system, employees are encouraged to perform in an outstanding manner and to financially reward those employees that do.

Fiscal Impact: The 2015 City of Oak Creek budget approved by the Common Council on November 17, 2014 includes \$63,649 to provide non-base building merit pay for full time non-represented employees in 2015. The amount of \$4,355.82 was allocated to employees represented by the Labor Association of Wisconsin for the same purpose.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Reviewed by:


Gerald R. Peterson, ICMA-CM
City Administrator

Submitted by:


Mary K. Casey, PHR
Human Resources Manager

City of Oak Creek Administrative Policy

Title: Supplemental Merit Compensation Award Policy
Date of Issue: February 3, 2015

Purpose

The Supplemental Merit Compensation program has been established to continue to move the City to a more performance based wage and compensation system. Under such a system, employees are encouraged to perform in an outstanding manner. Supplemental merit compensation is intended to financially reward those employees who do. The Merit Award has been developed to recognize employees who have demonstrated exceptional performance of their assigned duties and/or special projects with a non-base building compensation award. The availability of merit awards is subject to funding availability.

Eligibility

- Full-time, part-time, and seasonal employees are eligible to receive awards.
- Employee must have received a Performance Evaluation within the past 12 months (evaluation may accompany request).
- Employee must have a recent history of satisfactory performance in all performance evaluation areas
- Employees covered by the Police or Fire collective bargaining agreements are ineligible to receive supplemental compensation

Policy

To foster excellence, the City has established a program to reward and recognize individual employees. This policy is written to establish guidelines and procedures for nomination, review, and approval of awards.

Nomination

A notification will be sent to department heads requesting nominations for an award bi-annually (May and November). A nomination must include a written description of the outstanding performance and a copy of the recently completed, current performance appraisal. Typically, nominations will originate from the direct supervisor and require approval from the Department Head before submittal to the review committee. Employees may nominate a colleague to the supervisor, Department Head, or a member of the review team.

Examples of demonstrated performance warranting nomination may include, but not be limited to, the following:

- Initiatives resulting in significant quantifiable cost savings
- Innovative or creative ways of performing operations that improve customer satisfaction and/or operational efficiencies
- Implementation of major administrative efficiencies
- Demonstrated streamlining and improvement in work processes (i.e., Lean government practices)
- Procure grant award(s): research, develop justification, and write grant application (outside of regular job duties)
- Elimination or reduction of waste and improved value-added customer service delivery.
- Assuming new duties that are permanent and of greater scope, impact, and/or complexity than previous functions. An updated job description should be completed to reflect new duties.
- Demonstrated increased and significant competencies which are directly related to the permanent assignment.

The nomination request will include:

- Length or frequency of the outstanding performance
- Overall significance or importance of the employee's work products to the organization
- Regularity with which the outstanding performance or unique contribution is demonstrated (e.g., an employee who routinely demonstrates exceptional performance and performs special projects on an ongoing basis, as compared to an employee who completes a one-time special project).

Supervisors and Department Heads are encouraged to discuss nominations and justifications with the Human Resources Manager to ensure appropriate criteria is included in justification and communicated clearly.

Review and Recommendation

A review team made up of the Human Resources Manager, Finance Director/Comptroller and IT Director will review and decide what nominations, if any, justify an award. If so, the review team will determine the amount of the award based on accomplishments and budgetary restrictions. The recommendations of the review team will be forwarded to the City Administrator within two weeks of the submittal deadline.

Approval

The City Administrator will approve or reject nominations within one week of receipt of recommendations from the review team. In the event of differing opinions among members of the review team and/or the City Administrator, a nomination shall be taken before the Personnel Committee for final determination.

Notification

Payment of merit awards will occur in the next pay period following approval. Employees will be notified with some form of official City recognition.

Award Categories

\$500.00 - Bravo Awards: Lump sum cash awards generally with a minimum of \$500.00 designed to provide quick feedback and special monetary recognition to employees who make extra efforts to perform duties or special assignments in an exemplary manner.

\$1000 - \$2000: Performance Awards: Lump sum cash awards intended to recognize sustained levels of performance that clearly exceeds normal requirements. (\$1000 - \$2000)

- An award for sustained superior performance on an individual basis
- One or more critical elements must be performed for a period of at least six months in a manner clearly exceeding normal requirements.

\$1000 - \$2000: Special Act or Service Awards: Lump sum cash awards that recognize specific accomplishments that are in the public interest and that have exceeded normal job requirements. (\$1000 - \$3000)

- Special act or service contributions are of a one-time, nonrecurring nature, connected with or related to official employment, such as performance which has involved overcoming unusual difficulties; creative efforts that make important contributions; performance of assigned duties with special effort or innovation that results in increased productivity, economy, or other highly desirable benefits; or exemplary or courageous handling of an emergency situation related to official employment

\$1000 - \$3000: Superior Performance Award: Lump sum cash awards that recognize sustained levels of performance that exceed normal requirements in addition to specific accomplishments that are in the public interest and that have exceeded normal job requirements. (\$1000 - \$3000)

- An award for sustained superior performance on an individual basis, **and**
- Special act or service contributions are of a one-time, nonrecurring nature, connected with or related to official employment, such as performance which has involved overcoming unusual difficulties; creative efforts that make important contributions; performance of assigned duties with special effort or innovation that results in increased productivity, economy, or other highly desirable benefits; or exemplary or courageous handling of an emergency situation related to official employment

In addition: Each City division (Administration, Library, Streets, Parks, and Forestry, Fire, and Police) will be granted additional opportunity to recognize employees in the form of small denomination (i.e., \$10.00) gift cards. This form of recognition will be distributed to employees at the discretion of the Department Head (or designee) in recognition of a job well done. Examples may be: coming to the aid of a colleague; dealing with a difficult customer; making a tight deadline. The availability of these smaller awards will be dependent on funding and number of eligible employees in the division. Members of the Fire and Police Associations are not eligible to receive these awards.

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 22

Recommendation: Review attached List of Grants the City has Received, Been Awarded, and/or Applied For.

Background: In March, City staff prepares a listing of grants which the City has received, been awarded, and/or applied for. Attached is a summary of these grants for the period 2012-2014. The * grants are for 2014. Significant work and attention has been expended to seek grants to augment City taxpayer resources for priority projects. The attached list shows over \$10 million for the period 2012-2014.

Fiscal Impact: Staff efforts to identify, apply for, and administer grants resulted in significant funding assistance to the City of Oak Creek to help carry out its services, priorities, and objectives.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

Grants Applied/Received in 2012-2014 & Miscellaneous Funding

Project	Grant Amount	City Match	Grant App. Assistance
DREXEL TOWN SQUARE			
WEDC Idle Sites 2014	*\$1,000,000	\$5,000,000	Graef/Admin
WEDC Brownfields, 2012	\$1,000,000	\$17,337,860	Graef/Admin
WEDC Site Assessment, 2012	\$150,000	\$30,000	Graef/Admin
MMSD Green Roof, 2013	\$14,500 (\$5/sq. ft. actual)		JJR/Engineering/Admin
MMSD GI Partnership, City Hall pkg., 2013	\$99,000	\$99,000	JJR/Engineering/Admin
Wispark MMSD GI Partnership Wetland Restoration, 2013	\$99,000	\$99,000	JJR/Engineering/Admin
WDNR Urban Non-Point City Hall pkg., 2013 #3	\$150,000	\$150,000	JJR/Engineering/Admin
MMSD Stormwater BMPs at Drexel Town Square	\$750,000		Engineering/Admin
Focus on Energy, City Hall/Library energy efficiency, 2014 (anticipated)	*\$115,000	\$334,000	Development Team
Fund for Lake Michigan, floating wetland island, 2013	\$65,000		Engineering/Admin
LAKEFRONT			
WDNR Knowles-Nelson Stewardship/Acquisition, 2012 rejected by City	\$300,000	\$300,000	JJR/Engineering/Admin
WDNR Knowles-Nelson Stewardship/Development, 2013	\$114,250	\$114,250	JJR/Engineering/Admin
WDOA Coastal Zone Mgt. #1, 2012	\$30,000	\$86,770	JJR/Engineering/Admin
WDOA Coastal Zone Mgt. #2 (revised), 2012 & 2013	\$50,000	\$183,600	JJR/Engineering/Admin
WDOA Coastal Zone Mgt. #3 shoreline stabilization	\$56,000	\$84,000	JJR/Engineering/Admin
WDNR Ready for Reuse #1, 2012 City Site	\$375,000	\$166,926	JJR/Engineering/Admin
WDNR Ready for Reuse #2, 2013 Connell, rejected by property owner	\$399,928	\$0 City \$500,000 Connell	Environ/Engineering/ Legal/Admin

Project	Grant Amount	City Match	Grant App. Assistance
WDNR Urban Non-Point Source #1, 2012 Bluff Stabilization	\$83,000	\$36,000	JJR/Engineering/Admin
WDNR Urban Non-Point Source #2, 2013, Biofiltration	\$150,000	\$256,253	JJR/Engineering/Admin
Root Pike WIN, 2012	\$10,000	\$109,000	S. Winnen
WisDOT Surface Transportation Program, 5 th Street Extension	*\$2,781,040	\$1,800,000-\$2,000,000	Engineering/Admin
EPA Green Infrastructure	*\$250,000	\$100,000 from MMSD	Engineering/Admin
ROADS & BRIDGES			
WisDOT Nicholson Road bridge, 2014	*\$252,000	\$116,550	Engineering
WisDOT Marquette Avenue bridge	*\$320,000	\$153,100	Engineering
WisDOT LRIP Highland Drive	*\$72,000	\$72,000	Engineering
MMSD green streets, lakeshore blvd. stormwater	*\$100,000		Engineering
WisDOT TAP, Sidewalks	*\$48,000	\$12,000	Engineering
WisDOT TEA Oakview Business Park Road Improvement	*\$800,000	\$5,377,088	Engineering/Graef/Admin
STREETS, PARKS & FORESTRY			
Abendschein Park	\$247,500		Parks/Engineering
Streets, Parks & Forestry Recycling Grant	\$94,365		Streets
DNR Urban Forestry Grant, 2013	\$7,282.50		Forestry
HEALTH			
Public Health Infrastructure mini grant, assistance in completing community needs assessment and development of community health improvement plan	*\$10,000		Health
Emergency Management	*\$3,040		Health
Training Scholarships	*\$9,485		Health
Preparedness grant	*\$76,512		Health
CRI grant	*\$17,956		Health

Project	Grant Amount	City Match	Grant App. Assistance
Immunization grant	*\$18,902		Health
MCH Grant	*\$11,375		Health
Lead grant	*\$2,524		Health
Prevention grant	*\$3,696		Health
Preparedness grant, smartboard	*\$5,000		Health
Maternal Child Health	*\$8,823		Health
Radon Grant	*\$3,500		Health
CLERK			
Governmental Accountability Board Election Equipment	*\$6,120		City Clerk
FIRE			
Focus on Energy Fire Station #1	*\$6,090		Fire/Admin
POLICE			
WisDOT DWI Enforcement	*\$14,900		Police
Federal Bulletproof	*\$13,328		Police
TOTALS	\$10,100,927	\$31,861,397	

**2014 grants*

T:\Shared\General\Other\Grant info.docx

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 23

Recommendation: That the Common Council approves payment of the obligations as listed on the February 24, 2015 Vendor Summary Reports.

Background: Of note are the following payments:

1. \$14,744.82 to Alfred Benesch & Co. (pg #2) for January bridge design services.
2. \$59,207.24 to Benistar/UA-6803 (pg #2) for March retiree Medicare supplement.
3. \$18,900.00 to Bray Associates Architects Inc. (pg #3) for January city hall/library and fire station architectural services.
4. \$29,886.04 to A Compass Minerals Company (pg #3) for road salt.
5. \$1,000,406.50 to Corporate Contractors Inc. (pg #4) for city hall/library and fire station contract payment #7.
6. \$5,353.00 to Doormaster Garage Door Co, LLC (pg #5) for replacement motor and pump for east police high speed overhead garage door.
7. \$10,877.59 to Environ (pg #5) for Lake Vista pre-design services through December.
8. \$18,047.85 to Graef (pg #6) for November/December services Oak View Business Park.
9. \$7,942.50 to Library Furniture International (pg #9) for mobile shelving and lounge chairs contract payment.
10. \$5,533.59 to Miller-Bradford & Risberg, Inc. (pg #9) for loader rental.
11. \$29,744.00 to Mission Critical Partners, Inc. (pg #10) for radio migration study.
12. \$9,948.36 to National Insurance Company (pg #11) for disability insurance.
13. \$5,586.50 to National Spring, Inc. (pg #11) for truck springs and repair work.
14. \$5,000.00 to Reserve Account (pg #13) for postage refill.
15. \$37,981.63 to SmithgroupJJR (pg #13) for Lake Vista redevelopment planning, programming, and conceptual design.
16. \$61,931.24 to WE Energies (pgs #16-17) for street lighting and gas/electric utilities.
17. \$16,579.87 to World Fuel Services, Inc. (pg #17) for fuel inventory.

Fiscal Impact: Total claims paid of \$1,412,836.82.

Prepared by/Fiscal Review by:

Respectfully submitted,


Bridget M. Souffrant, CM/TW
Finance Director/Comptroller


Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 24

Recommendation: That the Council adopts Resolution No. 11598-030315 approving a certified survey map for the properties at 7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., and 7460 S. 13th St.

Background: Go Riteway is requesting approval of a Certified Survey Map (CSM) that would combine the properties at 7380 S. 13th St., 7444 S. 13th St., and 7460 S. 13th St. with the Go Riteway property at 7433 S. 10th St. This CSM is in anticipation of expanding the existing business for Go Riteway. A rezone of the acquired properties will be required prior to their development.

Prior to recording the map, all wetland, floodway, and flood fringe boundaries should be incorporated.

The Plan Commission has reviewed this request and has recommended its approval with the condition that all wetland and floodplain boundaries are delineated, and all technical corrections are made prior to recording.

Fiscal Impact: This CSM affects property that is currently developed. The existing business is anticipated to expand onto the acquired lots. There are outstanding deferred assessments of \$3150 on the parcel at 7460 S. 13th Street (Tax Key No. 764-9007) that must be paid prior to recording of this CSM.

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

Location Map

7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St.,
7460 S. 13th St.



OAKCREEK
— WISCONSIN —

Department of Community Development



Legend

- Subject Properties
- Wetland
- Floodfringe
- Floodway

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

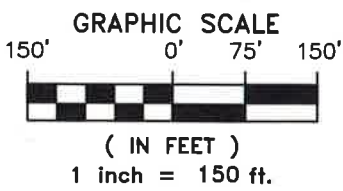
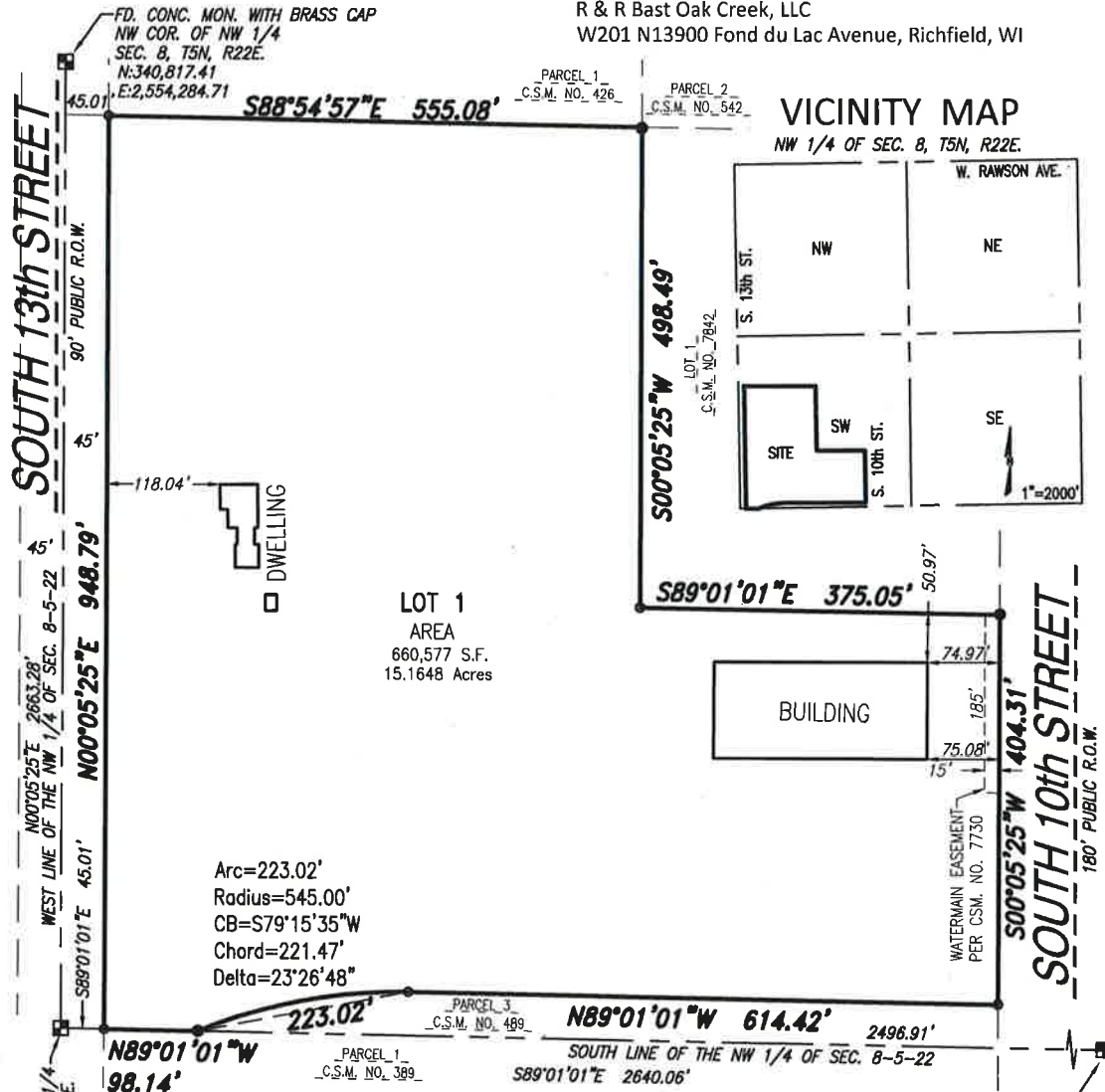
CERTIFIED SURVEY MAP NO. _____

A redivision of Parcel 1 of Certified Survey Map No. 423, Parcel 1 of Certified Survey Map No. 536, Parcel 1 of Certified Survey Map No. 424, Lot 1 of Certified Survey Map No. 7730 and that part of adjacent vacated South 13th Street, in the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone) NAD 27, in which the West line of the Northwest 1/4 of Section 8, Town 5 North, Range 22 East, bears N00°05'25"E.

- Indicates set 1" iron pipe, 18" in length, 1.68 lbs. per lineal foot.
- Indicates found 1" iron pipe.

Owner :
R & R Bast Oak Creek, LLC
W201 N13900 Fond du Lac Avenue, Richfield, WI



FD. CONC. MON. WITH BRASS CAP SE COR. OF NW 1/4 SEC. 8, T5N, R22E. N:338,109.02 E:2,556,920.17

January 27, 2015
This instrument was drafted by Donald C. Chaput
Registered Land Surveyor S-1316

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Drawing No. 1893-tjn
SHEET 1 OF 4 SHEETS

CERTIFIED SURVEY MAP NO. _____

A redivision of Parcel 1 of Certified Survey Map No. 423, Parcel 1 of Certified Survey Map No. 536, Parcel 1 of Certified Survey Map No. 424, Lot 1 of Certified Survey Map No. 7730 and that part of adjacent vacated South 13th Street, in the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
 :SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a redivision of Parcel 1 of Certified Survey Map No. 423, Parcel 1 of Certified Survey Map No. 536, Parcel 1 of Certified Survey Map No. 424, Lot 1 of Certified Survey Map No. 7730 and that part of adjacent vacated South 13th Street, in the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

COMMENCING at the Southwest corner of the Northwest 1/4 of said 1/4 Section; thence South 89°01'01" East along the South line of said 1/4 Section 45.01 feet to the point of beginning of the land hereinafter described; thence North 00°05'25" East along the East line of South 13th Street 948.79 feet to a point; thence South 88°54'57" East 555.08 feet to a point; thence South 00°05'25" West 498.49 feet to a point; thence South 89°01'01" East 375.05 feet to a point on the West line of South 10th Street; thence South 00°05'25" West along said West line 404.31 feet to a point; thence North 89°01'01" West 614.42 feet to a point; thence Southwesterly 223.03 feet along an arc of a curve whose center lies to the Southwest, whose radius is 545.00 feet and whose chord bears South 79°15'35" West 221.47 feet to a point on the South line of said 1/4 Section; thence North 89°01'01" West along said South line 98.14 feet to the point of beginning.

Said lands as described contains 660,577 square feet or 15.1648 Acres.

THAT I have made the survey, land division and map by the direction of R & R Bast Oak Creek, LLC, owner.

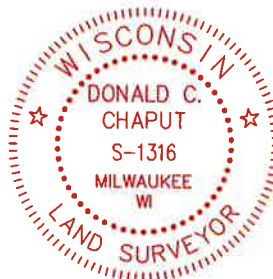
THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 119 of the Milwaukee Code in surveying, dividing and mapping the same.

January 27, 2015

DATE


DONALD C. CHAPUT
REGISTERED LAND SURVEYOR S-1316



CERTIFIED SURVEY MAP NO. _____

A redivision of Parcel 1 of Certified Survey Map No. 423, Parcel 1 of Certified Survey Map No. 536, Parcel 1 of Certified Survey Map No. 424, Lot 1 of Certified Survey Map No. 7730 and that part of adjacent vacated South 13th Street, in the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

BMO Harris Bank, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping the land described on this map and does hereby consent to the above certificate of R & R Bast Oak Creek, LLC, OWNER.

By _____

Name: _____

Title: _____

STATE OF WISCONSIN }
 _____ } :SS
 COUNTY }

Personally came before me this ____ day of _____, 2015, _____ of _____, to be known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

 Notary Public
 State of Wisconsin
 My commission expires. _____
 My commission is permanent.

CITY OF OAK CREEK COMMON COUNCIL APPROVAL

This Certified Survey Map, located in the City of Oak Creek, Milwaukee County, Wisconsin, is hereby approved by Resolution No. _____ on this ____ day of _____, 2015.

 _____, Mayor

 _____, City Clerk

PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Planning Commission for the City of Oak Creek, Milwaukee County, Wisconsin on this ____ day of _____, 2015.

 _____, Mayor

 _____, City Clerk



January 27, 2015

This instrument was drafted by Donald C. Chaput
 Registered Land Surveyor S-1316

Sheet 4 of 4 Sheets

RESOLUTION NO. 11598-030315

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR BAST HOLDINGS, LLC RITEWAY BUS SERVICES

7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., and 7460 S. 13th St.
(1st Aldermanic District)

WHEREAS, BAST HOLDINGS, LLC RITEWAY BUS SERVICES, 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 all wetland and floodplain boundaries being delineated, and all 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 all wetland and floodplain boundaries being delineated, and all technical corrections being made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 3rd day of March, 2015.

Passed and adopted this 3rd day March of 2015.

President, Common Council

Approved this 3rd day of March, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 25

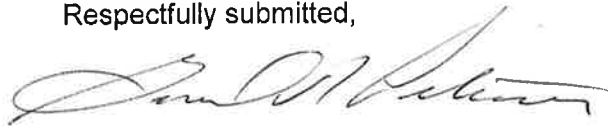
Recommendation: That the Common Council approve the Police Department's purchase of fifteen (15) Zoll Automated External Defibrillators (AED's) for the patrol squads and police station from Your Safety Company at a total cost of \$17,925.

Background: The Police Department currently has fifteen (15) Medtronic LifePak 500 A.E.D.'s located in each squad, in the booking area and in close proximity to the station lobby area for ready access in emergency situations where the officer is a first responder and the necessity arises to shock a victim's heart that has stopped beating. Not only have these units exceeded their life expectancy, but the units have been discontinued and are no longer supported by the manufacturer. As this equipment is essential to saving lives, it is necessary to replace them to ensure proper performance. The Fire Department currently utilizes the Zoll A.E.D. With the Police Department's purchase of the same Zoll units, training, supplies and borrowing units in the event one is out of service for repair, can be coordinated between the two departments. In addition, if a police officer arrives on scene first and begins first aid, there is no interruption in medical care or the level of cardiac treatment once Fire/EMS service arrives.

The Police Department received quotes from three vendors—Your Safety Company in the amount of \$17,925, Vorpahl Fire & Safety in the amount of \$19,475, and American Medical Supply in the amount of \$20,118.

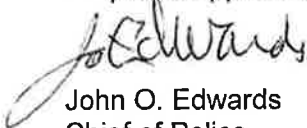
Fiscal Impact: The total cost for 15 AED's, including batteries, carry case, inspection tags, and 7-year warranty is \$17,925. A total of \$20,118 was allocated in Project #15020 of the 2015 C.E.P. program for this purchase.

Respectfully submitted,



Gerald R. Peterson
City Administrator

Prepared/Approved by:



John O. Edwards
Chief of Police

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 26

Recommendation: That the Common Council considers a motion authorizing Streets, Parks, and Forestry to enter into a lease agreement with 1st Source Bank to lease a loader replacing the loader that is currently broken beyond repair.

Background: The Street Department currently has two large front end loaders which are used on a daily basis for a variety of tasks. Recently the older of the two loaders, a 2001 Case 621c, began having transmission problems and started to slip while running in first gear. The estimate to repair the transmission from the dealership is \$41,912.90. Trade in values for this piece of equipment range from \$15,000 to \$25,000 dollars.

This loader is scheduled for replacement at the end of 2016, therefore, it would not make financial sense to invest funds to repair a piece of equipment so close to its end of useful life. It is extremely important for Public Works to have two functioning loaders for daily operations, and as a secondary machine for loading trucks during snow removal operations. Below are the quotes we received for machines that are comparable, or slightly smaller than the current loader we would be trading in.

Case 521F Loader			<u>Lease Options</u>	<u>Total</u>
Purchase Price	\$ 128,900.00	36 month	\$ 3,039.00	\$ 109,401.00
trade-in	<u>\$ 20,000.00</u>	60 month	\$ 1,961.81	\$ 117,708.60
Total	\$ 108,900.00			

John Deere 524K Loader			<u>Lease Options</u>	<u>Total</u>
Purchase Price	\$ 143,000.00	36 month	\$ 3,714.00	\$ 133,704.00
trade-in	<u>\$ 15,000.00</u>	60 month	\$ 2,294.00	\$ 137,640.00
Total	\$ 128,000.00			

Kamatsu WA200-7			<u>Lease Options</u>	<u>Total</u>
Purchase Price	\$ 136,500.00	48 month	\$ 2,485.43	\$ 119,300.64
trade-in	<u>\$ 25,000.00</u>	60 month	\$ 2,022.47	\$ 121,348.20
Total	\$ 111,500.00			

In January, Staff brought this item to the Finance Committee for discussion regarding a lease. Historically, Oak Creek has not been in the practice of leasing equipment or leasing to own. However, we are in a different economic climate now. It was discussed at the Finance Committee that if Staff could get a lease to own agreement without an early payoff penalty that this would be the most fiscally responsible method of payment. This would allow the City to pay monthly lease payments which would be deducted off the purchase price and give us time to have the piece of equipment in use until we can fund it fully in the 2016 capital improvement budget.

Over the last month, Public Works has tested each one of the pieces of equipment listed above and feel that the Case 521 Loader best suits the needs of the operation. 1st Source bank will enter into a lease agreement with the City for 60 months with an interest rate of 3.21%.

Alternatively, if the Council is opposed to the lease then Staff is requesting to purchase the Case 521F loader out right from the equipment replacement fund (12045). After this purchase and the 2015 budget allocations there would be \$293,460 remaining in that project for future emergencies or equipment purchases.

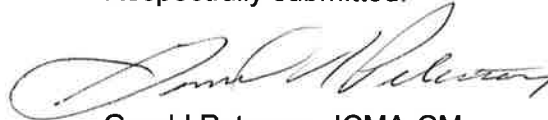
Fiscal Impact: The monthly lease payments would be taken out of the equipment replacement fund (12045) reserved for equipment purchases for the first year, and the remaining paid in full in January 2016 after it has been budgeted for. This would allow the City of Oak Creek to maintain its balance in project 12045 for equipment purchases in case an emergency purchase was required.

Prepared by:



Ted Johnson
Director Streets, Parks & Forestry

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller



Specialty Finance Group

MASTER EQUIPMENT LEASE AGREEMENT

This Master Equipment Lease Agreement ("Agreement") entered into on February 19, 2015 by and between 1st SOURCE BANK with offices at 100 North Michigan Street, 3rd Floor, South Bend, IN 46601 and a mailing address of P.O. Box 783, South Bend, IN 46624 ("LESSOR") and CITY OF OAK CREEK, a Municipality, with its principal place of business at 8640 S Howell Ave, Oak Creek, WI 53154 ("LESSEE").

Statement of Purpose

LESSOR and LESSEE expect that LESSEE may, during the term of this Agreement, wish to lease cars, trucks, motor vehicles, equipment and accessories and attachments thereto (hereinafter referred to as "Equipment"). The purpose of this Agreement is to establish a procedure for entering into leases during the term hereof and to establish the terms and conditions applicable to such leases.

Now, THEREFORE, in consideration of the material promises contained herein, LESSOR and LESSEE agree as follows:

1. **Lease Supplements.** If LESSOR and LESSEE agree to lease Equipment pursuant to this Agreement, they shall execute a Lease Supplement ("Supplement") in such form as may be required by LESSOR. All of the terms and conditions of this Agreement shall be automatically incorporated by reference in each such Supplement. Upon execution by LESSOR and LESSEE, the Supplement shall constitute the lease of the Equipment described therein.
2. **Delivery.** LESSEE shall inspect all Equipment leased pursuant to this Agreement immediately upon its delivery to LESSEE. If the Equipment is acceptable to LESSEE, it shall execute a Delivery Receipt, in such form as may be required by LESSOR. Upon execution thereof, the Equipment shall be conclusively presumed to be accepted by LESSEE, in good and serviceable condition and fully satisfactory to LESSEE. All costs related to the delivery of the Equipment to LESSEE shall be the sole responsibility of LESSEE.
3. **Term.** The lease term for the Equipment shall be as specified in the Supplement. If any such term is extended, the word "term" as used in this Agreement shall be deemed to refer to the term as so extended and all provisions of this Agreement shall apply during and until expiration of said extended term. The lease shall not be terminated by LESSEE for any reason whatsoever.
4. **Rent.** Lessee agrees to pay LESSOR rent with respect to the Equipment at the time and in the amounts set forth in the Supplement. LESSEE's obligation to pay rent and other amounts payable hereunder shall be absolute and unconditional and shall not be affected by any offset, defense, counterclaim or occurrence whatsoever, including but not limited to any defect or failure of performance of the Equipment or any interruption or cessation in the use of possession of the Equipment by LESSEE. If LESSEE fails to fully pay any lease payment or any amount required to be paid by LESSEE to LESSOR within ten (10) days of the due date, LESSEE will pay to LESSOR interest on each delinquent payment equal to one percent (1%) per month, pursuant to I.C. 5-7-5.
5. **Insurance and Liability.** With respect to all Equipment leased pursuant to this Agreement, LESSEE agrees as follows:
 - a) LESSEE assumes all risk and liability arising from LESSEE's possession, use and operation of the Equipment and agrees to the extent not prohibited by law to indemnify and hold LESSOR harmless from any and all of the following, whether the same be actual or alleged: all loss, damage, claims, suits, taxes, licenses, penalties, fines, liability and expense, including attorney's fees, howsoever arising or incurred because of any possession, use or operation of the Equipment, including, but not limited to, damages, injuries or death to persons or injury or destruction of property, claims and liens for storage, labor and materials, and all loss and damage to the Equipment.
 - b) LESSEE shall provide public liability insurance in the amount of Three Million Dollars (\$3,000,000.00) or bodily injury and the amount of Three Million Dollars (\$3,000,000.00) for property damage. LESSOR will be named as an additional insured and LESSEE agrees to provide proof satisfactory to LESSOR that adequate and appropriate insurance is in force at all times.
 - c) LESSEE shall provide comprehensive insurance in an amount not less than the total of all remaining lease payments due under this Agreement and Supplements for Equipment, or with LESSOR's prior written consent, may self-insure against any or all risks. LESSOR will be named as a loss payee and/or additional insured in all of said policies and the insurance company must be satisfactory to LESSOR. LESSEE shall furnish a Certificate of Insurance to LESSOR prior to delivery of possession of the Equipment to LESSEE. Such policy shall contain a clause giving LESSOR thirty (30) days prior notice of cancellation. If LESSEE fails to maintain the required insurance, LESSOR may, but shall not be obligated to, insure said Equipment at the expense of LESSEE. If LESSOR pays the insurance premiums, LESSEE agrees to pay LESSOR on demand such amount with interest at the rate of one percent (1%) per month, pursuant to I.C.5-7-5, from the date of payment until fully paid by LESSEE. LESSEE assigns to LESSOR any monies paid under such insurance coverage, by whomever obtained. LESSEE authorizes LESSOR to receive or collect any money paid under such insurance, endorse checks or drafts payable to LESSEE related to the payment, cancel the insurance or settle or release any claim with respect to the insurance. Any proceeds remaining after all lease obligations of LESSEE to LESSOR are satisfied shall be delivered to LESSEE.

- d) LESSEE shall immediately notify LESSOR and the insurer if any Equipment is involved in damage, theft, loss or destruction.
- e) LESSEE shall notify LESSOR in writing of any change in location of the Equipment.
6. **Taxes.** LESSEE shall be liable for and shall pay or reimburse LESSOR for any and all taxes, fees or assessments, however designated, levied or based upon the rentals, this Agreement, the equipment, the transfer, use, possession or operation of the Equipment, or any combination of the foregoing, whether the same be payable by or assessed to LESSOR or LESSEE, including but not limited to personal property taxes, excise taxes and sales and use taxes, but excluding only taxes measured by the net income of LESSOR. All such taxes, fees or assessments shall, at LESSOR's option, either be paid directly by LESSEE to the appropriate taxing authority or agency to be paid to LESSOR. If LESSOR pays any taxes, assessments or fees, LESSEE agrees to pay LESSOR such amounts on demand with interest on each such amount paid by LESSOR in an amount equal to one percent (1%) per month, pursuant to I.C.5-7-5, until fully paid.
7. **Disclaimer of Warranty and Limitation of Damages.** LESSEE HEREBY ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OR A DEALER IN PROPERTY OF SUCH KIND AS THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT TO BE LEASED HEREUNDER AND HAS NOT RELIED UPON ANY STATEMENTS OR REPRESENTATIONS OF LESSOR. LESSEE FURTHER AGREES THAT THE DEALER FROM WHOM THE EQUIPMENT HAS BEEN ACQUIRED BY LESSOR IS NOT AN AGENT OF LESSOR, AND LESSOR SHALL NOT BE RESPONSIBLE FOR ANY STATEMENTS, REPRESENTATIONS OR ACTIONS OF SUCH DEALER, UNLESS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE SUPPLEMENT. LESSOR MAKES NO REPRESENTATIONS, PROMISES, STATEMENTS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY OR DURABILITY OF THE EQUIPMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LIABILITY, CLAIM, LOSS DAMAGE OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR ANY DEFICIENCY OR DEFECT THEREIN, OR BY THE USE, MAINTENANCE REPAIR OR SERVICE THEREOF, OR BY THE INABILITY TO USE THE EQUIPMENT AND LOSS OF BUSINESS OR PROFITS RELATED THERETO. IN THE EVENT THAT THE EQUIPMENT FAILS TO PERFORM AS EXPECTED OR REPRESENTED, LESSEE WILL CONTINUE TO HONOR THE RENT OBLIGATIONS WITH RESPECT TO THE EQUIPMENT BY CONTINUING TO MAKE ALL SCHEDULED PAYMENTS AND LESSEE WILL LOOK SOLELY TO THE MANUFACTURER OR DEALER FOR THE PERFORMANCE OF ALL WARRANTIES.
8. **Theft or Destruction.** LESSEE hereby assumes and shall bear the entire risk of any loss, theft, damage to or destruction of any Equipment from any cause whatsoever, whether or not such loss or damage is covered by insurance. No loss or damage to any Equipment will impair the obligations of LESSEE to LESSOR. In the event of loss or damage to any Equipment, LESSOR shall have the option of requiring LESSEE to: (a) repair or restore the damaged Equipment to good condition and working order; or (b) replace the Equipment with similar Equipment in good repair, condition and working order and have the same be subject to a Lease pursuant to this Agreement; or (c) pay LESSOR an amount equal to the remaining payments owed and attributed to the damaged or destroyed Equipment under the subject lease. Upon payment of such original cost to LESSOR the lease will end with respect to the particular item of Equipment for which LESSEE has paid and LESSEE will become entitled to ownership of that subject item of Equipment, in an "As is" condition without any warranties, express or implied. If the lease so ends as to certain Equipment, the remaining lease payments shall be reduced in the same proportion as the removed Equipment's original costs bears to the original cost of all Equipment covered by the original subject lease.
9. **Non-Appropriation of Funds; Non-Substitution.** Notwithstanding anything contained in this lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for lease payments due under this lease, LESSEE will immediately notify LESSOR or its assignee in writing of such occurrence and this lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to LESSEE, except as to (i) the portions of lease payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) LESSEE's other obligations and liabilities under this lease relating to, or accruing or arising prior to, such termination. In the event of such termination, LESSEE agrees to peaceably surrender possession of the Equipment to LESSOR or its assignee on the date of such termination in the manner set forth in Section 12 hereof and LESSOR will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, LESSEE agrees (i) that it will not cancel this lease and this lease shall not terminate under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section will not be construed so as to permit LESSEE to terminate this lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and, if this lease terminates pursuant to this Section, LESSEE agrees that during the fiscal period immediately following the fiscal period in which such termination occurs it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.
10. **Title to Equipment; Security Interest.** Upon acceptance of the Equipment by LESSEE hereunder, title to the Equipment will vest in LESSEE subject to LESSOR's rights under this lease; provided however, that (i) in the event of termination of this lease pursuant to Section 9 hereof, (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in LESSOR or its assignee without any action by LESSEE and LESSEE shall immediately surrender possession of the Equipment to LESSOR or its assignee in the manner set forth in Section 12 hereof. In order to secure all of its obligations hereunder, LESSEE hereby (i) grants to LESSOR a first and prior security interest in any and all right, title and interest of LESSEE in the Equipment including but not limited to computer programs and computer documentation, if any, relating to the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this lease

may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to LESSOR necessary or appropriate to evidence such security interest, and authorizes LESSOR to file such financing statements without LESSEE's signature.

11. Default and Remedies.

- a) Any one or more of the following shall constitute an Event of Default hereunder: (i) failure by LESSEE to make any rental or other payment required hereunder when due; (ii) failure by LESSEE to maintain the insurance required hereunder; (iii) failure by LESSEE to observe or perform any term, condition, covenant or agreement contained herein, other than those referred to in (i) and (ii) hereof, if such failure shall continue for fifteen (15) days after the giving of notice thereof by LESSOR; (iv) institution of a proceeding in reorganization, bankruptcy or insolvency by or against LESSEE or any of its property or the application for or content to by LESSEE of any assignment for creditors or other reorganization or creditor agreement, either with or without court action.
- b) If an Event of Default occurs, LESSOR may: (i) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Agreement or to recover damages for the breach of such covenants and terms; (ii) by notice in writing, terminate this agreement as to all or any Equipment leased hereunder, whereupon all right and interest of LESSEE to or in the use of said Equipment shall absolutely cease and terminate. Upon such termination, LESSEE shall deliver the Equipment to LESSOR at a place designated by LESSOR, and without relieving LESSEE of such obligation, LESSOR may directly or by its agents enter upon the premises of LESSEE or other premises where any of said Equipment may be located and take possession thereof and thenceforth hold, possess and enjoy or sell, lease or otherwise dispose of the same free of any right of LESSEE or its successors or assigns, including any receiver or trustee in bankruptcy. LESSOR shall have the right to retain all prior rental payments and any security deposit made hereunder and to recover from LESSEE (a) the total of the unpaid monthly rental payments remaining to be paid; plus (b) any other amounts owed under this Agreement; plus (c) reasonable attorney's fees and expenses incurred in enforcing this Agreement; less (d) either (x) the wholesale market value of each item of Equipment returned to LESSOR, as determined by an independent appraiser reasonably selected by LESSOR or (y) if LESSOR has sold Equipment, the net proceeds received by LESSOR for that Equipment in place of the appraised value after deducting expenses of sale, repossession, and of holding and preparing the Equipment for sale, including attorney's fees; (iii) the rights and remedies provided for in this Agreement shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity.

12. Return of Equipment.

- a) Upon expiration or termination of the lease term, LESSEE shall return the Equipment to LESSOR, at LESSEE's expense, to such location as may be specified by LESSOR in the same condition as when received, ordinary wear and tear accepted. LESSEE shall pay to LESSOR, on demand, any expenses incurred by LESSOR in restoring the Equipment to the condition required by this Section. In the event LESSEE fails to return any Equipment, it shall pay LESSOR, on demand, an amount equal to the percentage that the non-returned Equipment's Monthly Rental Factor is to all Monthly Rental Factors in the appropriate Lease Supplement, times the total Purchase Price set forth in the Purchase Option in the appropriate Lease Supplement.
- b) LESSOR, or its designee, shall have the right (but not the obligation) to inspect the Equipment at any time during the term. If LESSOR determines that LESSEE has failed to perform its obligations, as set forth in this Section, LESSOR shall have the right (but not the obligation) to perform the maintenance or repairs, and LESSEE shall pay to LESSOR on demand an amount equal to the cost of any such maintenance or repairs.

13. Purchase Option. Provided that LESSEE has fully complied with all the terms and conditions of this Agreement and all Supplements and is not then in default thereunder and so long as the applicable Supplement provides a purchase option, LESSEE shall have the option to purchase Equipment leased hereunder according to the terms of the applicable Supplement at any time during the applicable term. Upon receipt of the purchase price, LESSOR shall transfer title to the Equipment to LESSEE on an AS-IS, WHERE-IS basis with no representations or warranties of any kind whatsoever, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

14. Financial Statements. LESSEE acknowledges and agrees that LESSOR is entitled to monitor and verify from time-to-time LESSEE'S compliance with the terms hereof and the ability of LESSEE and of any guarantor to perform its/his/her obligations to LESSOR hereunder or in connection herewith. LESSEE shall deliver to LESSOR: (a) as soon as available, but in any event, not later than ninety (90) days after the close of each of its fiscal years, a copy of the financial statements of LESSEE for the fiscal year then ended, together with the opinion or other report of the accountant(s), if any, LESSEE retained to compile, review or audit such financial statements; and (b) as soon as available, but in any event, not later than forty-five (45) days following the end of each six (6) month period during LESSEE'S fiscal year, a copy of the financial statements of LESSEE for the period then ended. LESSEE shall arrange for, or otherwise cause, delivery to LESSOR of the financial statements of any guarantor at least annually, not later than ninety (90) days after the close of the applicable fiscal year in the case of any corporate guarantor, and not later than forty-five (45) days after the anniversary date of this Agreement in the case of any individual guarantor. The term "financial statements" for purposes of this paragraph means LESSEE'S or any corporate guarantor's balance sheet, income statement and statement of cash flows, all prepared in accordance with generally accepted accounting principles consistent with prior periods unless otherwise noted therein, presented with the prior period financial statement information to allow for comparisons, and signed by the chief executive officer or chief financial officer, and any individual guarantor's statement of assets and liabilities in form provided by or otherwise reasonably acceptable to LESSOR, signed by such individual guarantor. LESSEE represents and warrants to LESSOR that all financial statements and other information delivered to LESSOR heretofore and at all times hereafter shall be accurate. LESSEE shall provide prior written notice to LESSOR of any change in accounting principles or methods or of accountant(s) retained to compile, review or audit its

financial statements. LESSEE also shall promptly deliver to LESSOR such other information regarding the business affairs, operations, financial condition or properties of LESSEE as LESSOR may request from time-to-time. LESSOR shall have the right at all times during business hours to inspect the books, records and properties of LESSEE and make copies or photographs thereof as applicable.

15. Income Taxes. For all Equipment leased hereunder, LESSOR shall claim, for purposes of determining its Federal, State and local income tax liabilities, all of the tax benefits available to an owner of property, including but not limited to the maximum amount of accelerated cost recovery deduction allowed by the Internal Revenue Code, as amended.

16. Finance Lease. LESSOR or LESSEE agree that each lease subject to this Agreement shall be a "finance lease" as that term is defined in Section 2.1-103(1) (g) of the Uniform Commercial Code, as enacted in Indiana, and that LESSOR shall be treated as a finance lessor, entitled to the benefits and releases from liability accorded to a finance lessor under the Uniform Commercial Code.

17. Miscellaneous.

- a) Either LESSOR or LESSEE may terminate this Agreement with respect to the renting of additional Equipment immediately upon written notice to the other party. After such termination, the obligations of both parties with respect to Equipment already leased shall continue in full force and effect in accordance with the terms of this Agreement and the Supplements, notwithstanding termination.
- b) LESSEE shall not assign, mortgage, or encumber this Agreement nor sublease or permit any Equipment to be used by others without the prior written consent of LESSOR. LESSOR shall have the absolute right to assign its rights and obligations under this Agreement and under all or any of the Supplements at any time without LESSEE's consent.
- c) This Agreement and all Supplements hereto shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its conflicts of law rules.
- d) All notices relating to this Agreement and Supplements entered into hereunder shall be in writing and shall be mailed registered or certified mail, return receipt requested, to LESSOR or LESSEE at the address set forth in the first paragraph hereof or at such other address as may hereafter be designated. All such notices shall be deemed effective when received by the party to whom the notice is given.
- e) This Agreement, together with the Supplements and Delivery Receipts, constitutes the entire agreement between the parties and any change or modification thereto must be in writing and signed by the parties hereto. Capitalized terms used in this Agreement which are not defined herein shall have the meanings given to them in the Supplements.
- f) LESSEE agrees to deliver to LESSOR within sixty (60) days of June 30 of each year, a copy of LESSEE's annual financial report. Upon request, LESSEE will deliver to LESSOR copies of such monthly and/or quarterly financial reports as LESSEE regularly produces.
- g) No covenant or condition in this Agreement can be waived except by written consent of LESSOR. Forbearance, delay, omission or indulgence by LESSOR in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by LESSEE. LESSOR shall be entitled to invoke any remedy available to LESSOR under this Agreement or law or in equity at any time despite previous forbearance or indulgence.
- h) All Equipment is, and at all times will be and remain, personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereof. LESSEE will execute all agreements and other documents and will secure the execution of any other documents deemed necessary by LESSOR from time to time in recordable form, confirming the Equipment is affixed or attached and LESSEE will record such agreements and documents as required by LESSOR.
- i) LESSOR makes no representation, express or implied, concerning the legal character of this transaction for tax or other purposes.
- j) LESSOR shall not be responsible to LESSEE for any third party service contracts or other agreements and any default in performance under such contracts or agreements shall in no way effect LESSEE's obligations to LESSOR.

18. Maintenance, Use and Operation of Vehicles. With respect to all cars, trucks, motor vehicles and accessories and attachments thereto ("Vehicles") leased pursuant to this Agreement, LESSEE agrees as follows:

- a) LESSEE shall comply with all applicable laws, ordinances and regulations relating to the use, maintenance and operation of the Vehicles, including but not limited to any requirement for periodic inspections. Any fines, charges, penalties or forfeitures imposed by any governmental authority upon any Vehicle or any driver thereof, shall be paid immediately by LESSEE.
- b) LESSEE shall, at all times (i) use and operate the Vehicles in a careful manner; (ii) permit only experienced licensed drivers, who shall be employees of LESSEE, to operate the Vehicles; (iii) require such drivers to operate the Vehicles in a lawful and careful manner; (iv) use the Vehicles within their rated capacity and not overload them or use them for hire without LESSOR's prior written approval; (v) not use the Vehicles illegally or for pushing or towing of another vehicles; (vi) not use the Vehicles in any manner which would cause any insurance covering the Vehicles to be suspended while the Vehicle is so used.

- c) LESSEE shall keep and maintain the Vehicles, at LESSEE's expense, in good running order and repair, properly serviced and lubricated, in accordance with all recommendations of the manufacturer. LESSEE shall make all replacements of any components or parts with components and parts of an equivalent size, type and quality as originally supplied on the Vehicle.
- d) LESSEE shall be solely responsible and pay for any and all costs and expenses in connection with the use, maintenance, parking, storage and operation of the Vehicles.
- e) LESSEE shall not directly or indirectly, create or incur or allow to be created or incurred any mortgage, lien, charge or encumbrance of any kind on the Vehicles or any of its rights hereunder, and if any such mortgage lien, charge or encumbrance shall come to exist, LESSEE at its sole cost and expense shall immediately remove the same.
- f) LESSEE shall immediately notify LESSOR and the insurer if any Vehicle is involved in an accident or collision.
- g) LESSEE shall notify LESSOR in writing of any change in possession or garage location of the Vehicles, and upon request, of the name and address of the person using the Vehicle.
- h) Any alterations or modifications which are required to be made to the Vehicles in order to comply with any applicable law or governmental rule or regulation shall be made by LESSEE at its sole expense. Otherwise, LESSEE shall not, without the prior written consent of LESSOR; (i) affix or install any accessory to the Vehicle if such addition will impair the originally intended function, use or value of the Vehicle; (ii) make any substantive change to or alteration of the Vehicle; or (iii) place any sign, lettering or other legend on the Vehicle, but not including LESSEE's official seal and other lettering identifying the LESSEE. Any signs, lettering or markings placed on a Vehicle shall be removed by LESSEE with the Vehicle being restored to its original condition and quality at the termination of this Agreement. Any additions, alterations, accessories, attachments or repairs to the Vehicles made in accordance with the terms of this Agreement shall become the property of LESSOR.
- i) LESSOR, or its designee, shall have the right (but not the obligation) to inspect the Vehicles at any time during the term. If LESSOR determines that LESSEE has failed to perform its obligations, as set forth in this Section, LESSOR shall have the right (but not the obligation) to perform the maintenance or repairs required hereunder, and LESSEE shall pay to LESSOR an amount equal to the cost of any such maintenance or repairs.

19. Licensing and Registration. LESSEE shall at its sole cost and expense obtain, and maintain during the entire term of the lease, such licensing and registration of the Vehicles as is required by federal, state and local law or regulation. LESSEE acknowledges that all licenses, certificates of title and registration certificates will be completed as required by applicable law and to protect LESSOR's interest in the Vehicles and LESSEE agrees that nothing contained therein shall expand or otherwise affect the right of LESSEE in the Vehicles, as set forth in the Agreement. If provided in the applicable Supplement, LESSEE shall pay such licensing and registration fees to LESSOR as part of its periodic rent payment. The amount which is included in the periodic rent payment for licensing and registration, as set forth in Supplement, may be increased or decreased from time to time upon written notice from LESSOR to LESSEE (which notice may be in the form of LESSOR's normal monthly invoice to LESSEE) in order to reflect increases, changes, additions or corrections to applicable licensing and registration fees; provided, however, that the failure to so notify the LESSEE or a delay in giving such notice shall not affect the ability of LESSEE to pay or reimburse LESSOR for such licensing and registration fees and any increases, changes, additions or corrections thereto.

20. A fax or other electronic reproduction of this page or any other Supplement, document, schedule, exhibit or attachment to this Agreement executed in connection with this Agreement with the signature of either party to this Agreement shall be as effective and valid as if such page bore the original signature of such party. This Agreement may be executed and delivered in counterparts and via fax or other electronic means. LESSEE acknowledges that LESSEE has received and retained a completed copy of this Agreement and any UCC financing statement filed or to be filed in respect of the Equipment. LESSEE confirms that if it has received copies of documents for execution from LESSOR via any means of electronic delivery (including email), that it has made no changes to such documents and the documents are identical in content to the version dispatched by LESSOR to LESSEE.

ATTEST

CITY OF OAK CREEK, Lessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

1st SOURCE BANK, Lessor

By: _____

Name: Raquel Holdgrafer

Title: Portfolio Funding Manager



Specialty Finance Group

LEASE SUPPLEMENT NO. #1
TO MASTER EQUIPMENT LEASE AGREEMENT

This Lease Supplement ("Supplement") entered into on _____, 2015 (For Bank Use Only) between 1st SOURCE BANK, with offices at 100 North Michigan Street, 3rd Floor, South Bend, Indiana 46601 ("LESSOR") and CITY OF OAK CREEK, with offices at 8640 S Howell Ave, Oak Creek, WI 53154 ("LESSEE") pursuant to the terms of a Master Equipment Lease Agreement ("Agreement") dated February 19, 2015, between LESSOR and LESSEE.

The terms and conditions of the Agreement are hereby incorporated by reference in this Supplement #1. Capitalized terms used in this Supplement #1 which are not defined herein shall have the meanings given to them in the Agreement. Pursuant to the Agreement and this Supplement #1, LESSEE hereby leases from LESSOR the Equipment listed in Exhibit D to the Agreement.

- 1. Location: Equipment will be kept at the following addresses: (Street Address) (City, State, and Zip Code)

Except for periods when used by LESSEE in the normal conduct of its business away from such address. Otherwise, Equipment will not be relocated without the written consent of LESSOR.

- 2. Term: The lease term for the Equipment commences on _____, 2015 (For Bank Use Only) and shall expire on _____, 2020 (For Bank Use Only) ("Expiration Date"). LESSOR shall have the option to terminate LESSEE's rights to the Equipment at an earlier time in the event of default by LESSEE. LESSEE shall have no right to terminate the lease of the equipment. At the termination or Expiration Date, LESSEE agrees to return all Equipment to LESSOR.
3. Lease Payment. LESSEE shall pay LESSOR, without deduction or setoff, at LESSOR's office, or to such other person or at such other place as LESSOR may designate in writing, the total lease payments for the Equipment of ONE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED EIGHT DOLLARS AND 60/100 (\$117,708.60) in: Sixty consecutive monthly installments of ONE THOUSAND NINE HUNDRED SIXTY ONE AND 81/100 (\$1,961.81) each, beginning on _____, 2015 (For Bank Use Only) and continuing on the same day of each consecutive periodic interval thereafter until paid in full, plus any use taxes or assessments made pertaining to Equipment as the same come due.
4. Option to Purchase: LESSEE shall have the option to purchase the Equipment at any time according to the terms of the Master Equipment Lease Agreement. The purchase price on the Lease Maturity Date will be One Dollar (\$1.00), plus any official fees and taxes related to the purchase or transfer.

LESSOR
1st SOURCE BANK

LESSEE
CITY OF OAK CREEK

By:
Name:
Title:

By:
Name:
Title:



Specialty Finance Group

11597-030315

**EXHIBIT A
RESOLUTION OF GOVERNING BODY EXTRACT OF MINUTES**

Lessee: CITY OF OAK CREEK

Date of Agreement: February 19, 2015

At a duly called meeting of the governing body of Lessee held on _____, 2015 the following resolution was introduced and adopted.

WHEREAS the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Master Equipment Lease Agreement ("Agreement") and Lease Supplement #1 with 1st Source Bank presented to this meeting; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment; and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

FURTHERMORE BE IT RESOLVED, that the governing body of Lessee hereby represents that the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by the Lessee **does exceed** \$10,000,000.00 for the calendar year within which this Agreement is **not** to be "qualified tax-exempt obligation" pursuant to Section 265 (b) (3) of the Internal Revenue Code.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

SEAL:

By: _____

Name: _____

Title: Secretary / Clerk

Date: _____

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

(Please furnish in this form on Attorney's Letterhead)

Lessee: **CITY OF OAK CREEK**

Date of
Agreement: **February 19, 2015**

Gentlemen:

As counsel for Lessee, I have examined duly executed originals of the Master Equipment Lease Agreement ("Agreement") dated February 19, 2015, and Lease Supplement #1 between Lessee and 1st SOURCE BANK ("Lessor"), and based upon the examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of Wisconsin.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to constitutional, statutory and/or home rule provision which authorized this transaction and the attached Resolution.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money or damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the resolution or the Agreement.
6. The signatures of the officers of Lessee which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.



Specialty Finance Group

EXHIBIT C

CERTIFICATE OF LESSEE

THE UNDERSIGNED, duly authorized representative of the named Lessee under the certain Master Equipment Lease Agreement ("Agreement") dated February 19, 2015 and Lease Supplement #1 with 1st SOURCE BANK as Lessor hereby certifies as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement.

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I hold the position noted under my signature, and I have all authority necessary to execute and deliver this Certificate. The following officers of the Lessee are duly elected or appointed, and the signatures opposite their names are true and correct, and where required, have been filed with the appropriate officials of the State:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

B. ESSENTIAL USE:

1. The Equipment will be used by the following governmental agency department for the specific purpose of:

2. The Equipment is essential for the functioning of the Lessee and is immediately needed by the Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Equipment is expected to be used by the Lessee for a period in excess of the Lease Term.

3. Funds are expected to come from the _____ Fund of the Lessee.

C. SECTION 265(B) (3) MATTERS:

1. Lessee (a) maintains a register or list of exempt government obligations, (b) files when required Form 8038G or Form 8038GC, and (c) therefore can certify that the total exempt government obligations issued to date in the current calendar year, including the agreement is less than \$10,000,000.00.

This Certificate is based upon facts, circumstances, estimates and expectations of the Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of _____, 2015.

CITY OF OAK CREEK

WITNESS:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Specialty Finance Group

EXHIBIT D

DESCRIPTION OF THE EQUIPMENT

EQUIPMENT: One (1) Case Model 521F Wheel Loader s/n 12620662

EQUIPMENT LOCATION: _____

CITY OF OAK CREEK

By: _____

Name: _____

Title: _____

Date: _____



Specialty Finance Group

EXHIBIT E

TAX COVENANT

TAX COVENANT. It is the intention of the Lessee, CITY OF OAK CREEK, and the Lessor, 1st SOURCE BANK, under the certain Master Equipment Lease Agreement ("Agreement") dated February 19, 2015, and Lease Supplement #1 that the interest portion of the Rental Payments received by the Lessor be and remain exempt from federal income taxation. Lessee covenants that it will take any and all reasonable action necessary to maintain the exemption from federal income taxation of the interest portion of the Rental Payments, and that it will not intentionally perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that shall have the effect of terminating the exemption from federal income taxation of the interest portion of the Rental Payment, including (without limitation) leasing all or any portion of the Equipment or contracting to a third party for the use or operation of all or any portion of the Equipment if entering into such lease or contract would have such effect.

CITY OF OAK CREEK

By: _____

Name: _____

Title: _____

Date: _____



Specialty Finance Group

EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

TO: 1st SOURCE BANK ("Lessor")

FROM: CITY OF OAK CREEK

SUBJECT: Insurance Coverage Requirements

- 1. In accordance with the terms of the Master Equipment Lease Agreement ("Agreement"), dated February 19, 2015, and Lease Supplement #1, between Lessee and Lessor, dated _____, 2015 (For Bank Use Only) we have instructed the insurance agent named below (please provide the below insurance contact information):

_____(Agency Name)
_____(Agency Address)
_____(Agency Phone Number)
_____(Agency Fax Number)
_____(Agency E-mail Address)
_____(Agency Contact Name)

to issue:

- a) All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming 1st Source Bank as loss payee.

Coverage Required: Full Replacement Value

- b) Public Liability Insurance evidence by a Certificate of Insurance naming 1st Source Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$3,000,000.00 aggregate bodily injury liability

\$3,000,000.00 property damage liability

OR

- 2. Pursuant to Paragraph 5.0 of the Agreement between Lessee and Lessor dated February 19, 2015 and Lease Supplement #1, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

- 3. Proof of insurance coverage will be provided prior to the time that the equipment is delivered to us.

CITY OF OAK CREEK

By: _____

Name: _____

Title: _____

Date: _____



Specialty Finance Group

EXHIBIT G
DELIVERY RECEIPT

TO LESSOR: 1st SOURCE BANK

RE: CITY OF OAK CREEK

In accordance with the terms of the Master Equipment Lease Agreement ("Agreement") dated February 19, 2015, and Lease Supplement #1 between ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- 1. The Equipment, as such term is defined in the Lease, has been delivered and/or installed at the Equipment Location specified in the attached Description of the Equipment and accepted on the dated indicated below.

Delivery Date: _____

- 2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- 3. No Event of Default, as such term is defined in the Lease, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

Lessee: CITY OF OAK CREEK

By: _____

Name: _____

Title: _____



Specialty Finance Group

EXHIBIT H

Principle Amount: \$108,900.00

Date of Lease Supplement: _____, 2015 (*For Bank Use Only*)

<u>Payment</u>	<u>Due Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
----------------	-----------------	----------------	-----------------	------------------	----------------

**SEE ATTACHED PAYMENT SCHEDULE
FOR INFORMATIONAL PURPOSES ONLY
SCHEDULE WILL VARY DEPENDING ON RECEIPT OF PAYMENT**

Commencement Date: _____, 2015(*For Bank Use Only*)

Interest Rate: 3.21%

CITY OF OAK CREEK

By: _____

Name: _____

Title: _____

Interest Rate: 3.21% / Compounding: Monthly

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	3/1/2015	1,961.81	1,961.81	0	106,938.19	0	0	106,938.19
1	4/1/2015	1,961.81	1,675.55	286.26	105,262.64	286.26	0	105,262.64
2	5/1/2015	1,961.81	1,680.04	281.77	103,582.60	281.77	0	103,582.60
3	6/1/2015	1,961.81	1,684.54	277.27	101,898.06	277.27	0	101,898.06
4	7/1/2015	1,961.81	1,689.05	272.76	100,209.02	272.76	0	100,209.02
5	8/1/2015	1,961.81	1,693.57	268.24	98,515.45	268.24	0	98,515.45
6	9/1/2015	1,961.81	1,698.10	263.71	96,817.35	263.71	0	96,817.35
7	10/1/2015	1,961.81	1,702.65	259.16	95,114.71	259.16	0	95,114.71
8	11/1/2015	1,961.81	1,707.20	254.61	93,407.50	254.61	0	93,407.50
9	12/1/2015	1,961.81	1,711.77	250.04	91,695.73	250.04	0	91,695.73
		2015	19,618.10	17,204.27	2,413.83	2,413.83		
10	1/1/2016	1,961.81	1,716.36	245.45	89,979.37	245.45	0	89,979.37
11	2/1/2016	1,961.81	1,720.95	240.86	88,258.42	240.86	0	88,258.42
12	3/1/2016	1,961.81	1,725.56	236.25	86,532.87	236.25	0	86,532.87
13	4/1/2016	1,961.81	1,730.18	231.63	84,802.69	231.63	0	84,802.69
14	5/1/2016	1,961.81	1,734.81	227	83,067.89	227	0	83,067.89
15	6/1/2016	1,961.81	1,739.45	222.36	81,328.44	222.36	0	81,328.44
16	7/1/2016	1,961.81	1,744.11	217.7	79,584.33	217.7	0	79,584.33
17	8/1/2016	1,961.81	1,748.78	213.03	77,835.55	213.03	0	77,835.55
18	9/1/2016	1,961.81	1,753.46	208.35	76,082.10	208.35	0	76,082.10
19	10/1/2016	1,961.81	1,758.15	203.66	74,323.95	203.66	0	74,323.95
20	11/1/2016	1,961.81	1,762.86	198.95	72,561.09	198.95	0	72,561.09
21	12/1/2016	1,961.81	1,767.58	194.23	70,793.52	194.23	0	70,793.52
		2016	23,541.72	20,902.21	2,639.51	2,639.51		
22	1/1/2017	1,961.81	1,772.31	189.5	69,021.21	189.5	0	69,021.21
23	2/1/2017	1,961.81	1,777.05	184.76	67,244.16	184.76	0	67,244.16
24	3/1/2017	1,961.81	1,781.81	180	65,462.35	180	0	65,462.35
25	4/1/2017	1,961.81	1,786.58	175.23	63,675.77	175.23	0	63,675.77
26	5/1/2017	1,961.81	1,791.36	170.45	61,884.41	170.45	0	61,884.41
27	6/1/2017	1,961.81	1,796.16	165.65	60,088.26	165.65	0	60,088.26
28	7/1/2017	1,961.81	1,800.96	160.85	58,287.29	160.85	0	58,287.29
29	8/1/2017	1,961.81	1,805.78	156.03	56,481.51	156.03	0	56,481.51
30	9/1/2017	1,961.81	1,810.62	151.19	54,670.89	151.19	0	54,670.89
31	10/1/2017	1,961.81	1,815.46	146.35	52,855.43	146.35	0	52,855.43
32	11/1/2017	1,961.81	1,820.32	141.49	51,035.10	141.49	0	51,035.10
33	12/1/2017	1,961.81	1,825.20	136.61	49,209.90	136.61	0	49,209.90
		2017	23,541.72	21,583.61	1,958.11	1,958.11		
34	1/1/2018	1,961.81	1,830.08	131.73	47,379.82	131.73	0	47,379.82
35	2/1/2018	1,961.81	1,834.98	126.83	45,544.84	126.83	0	45,544.84
36	3/1/2018	1,961.81	1,839.89	121.92	43,704.95	121.92	0	43,704.95
37	4/1/2018	1,961.81	1,844.82	116.99	41,860.13	116.99	0	41,860.13
38	5/1/2018	1,961.81	1,849.76	112.05	40,010.37	112.05	0	40,010.37
39	6/1/2018	1,961.81	1,854.71	107.1	38,155.66	107.1	0	38,155.66
40	7/1/2018	1,961.81	1,859.67	102.14	36,295.99	102.14	0	36,295.99
41	8/1/2018	1,961.81	1,864.65	97.16	34,431.34	97.16	0	34,431.34
42	9/1/2018	1,961.81	1,869.64	92.17	32,561.69	92.17	0	32,561.69
43	10/1/2018	1,961.81	1,874.65	87.16	30,687.05	87.16	0	30,687.05
44	11/1/2018	1,961.81	1,879.67	82.14	28,807.38	82.14	0	28,807.38
45	12/1/2018	1,961.81	1,884.70	77.11	26,922.68	77.11	0	26,922.68
		2018	23,541.72	22,287.22	1,254.50	1,254.50		
46	1/1/2019	1,961.81	1,889.74	72.07	25,032.94	72.07	0	25,032.94
47	2/1/2019	1,961.81	1,894.80	67.01	23,138.14	67.01	0	23,138.14
48	3/1/2019	1,961.81	1,899.87	61.94	21,238.27	61.94	0	21,238.27
49	4/1/2019	1,961.81	1,904.96	56.85	19,333.31	56.85	0	19,333.31
50	5/1/2019	1,961.81	1,910.06	51.75	17,423.25	51.75	0	17,423.25
51	6/1/2019	1,961.81	1,915.17	46.64	15,508.08	46.64	0	15,508.08
52	7/1/2019	1,961.81	1,920.30	41.51	13,587.78	41.51	0	13,587.78
53	8/1/2019	1,961.81	1,925.44	36.37	11,662.35	36.37	0	11,662.35
54	9/1/2019	1,961.81	1,930.59	31.22	9,731.75	31.22	0	9,731.75
55	10/1/2019	1,961.81	1,935.76	26.05	7,795.99	26.05	0	7,795.99
56	11/1/2019	1,961.81	1,940.94	20.87	5,855.05	20.87	0	5,855.05
57	12/1/2019	1,961.81	1,946.14	15.67	3,908.92	15.67	0	3,908.92
		2019	23,541.72	23,013.77	527.95	527.95		
58	1/1/2020	1,961.81	1,951.35	10.46	1,957.57	10.46	0	1,957.57
59	2/1/2020	1,961.81	1,956.57	5.24	1	5.24	0	1
60	3/1/2020	1	1	0	0	0	0	0
		2020	3,924.62	3,908.92	15.71	15.71		
		Totals	117,709.60	108,900.00	8,809.60	8,809.60		

1st SOURCE BANK

100 N. Michigan Street
 South Bend, IN 46601

INVOICE

Lessee:
 City of Oak Creek
 8640 S Howell Ave
 Oak Creek, WI 53154

INVOICE DATE: February 19, 2015
 ACCOUNT # app#2432410

QUANTITY	DESCRIPTION	AMOUNT
1	ADVANCE PAYMENT	\$1,961.81
1	TAX ON ADVANCE PAYMENT (exempt)	\$0.00
SUBTOTAL		\$1,961.81
		\$1,961.81
		PAY THIS AMOUNT

Questions concerning this invoice?

Call: Raquel Holdgrafer
 (574) 235-2092

MAKE ALL CHECKS PAYABLE TO:

1st Source Bank
 P.O. Box 783
 South Bend, IN 46624

THANK YOU FOR YOUR BUSINESS!

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 10450 - 1ST SOURCE	
UCC Direct Services 330 N. Brand Blvd Suite 700 Glendale, CA 91203	46857616 WISC
File with: Dept of Financial Institution, WI	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CITY OF OAK CREEK				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 8640 S HOWELL AVE		CITY OAK CREEK	STATE WI	POSTAL CODE 53154
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME 1st Source Bank, Construction Equipment Division				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P.O. Box 783		CITY South Bend	STATE IN	POSTAL CODE 46624
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

(2432410) One (1) Case Model 521F Wheel Loader s/n 12620662 whether or not inventory of the Customer (collectively, the "Equipment"), plus (i) all logs, records and manuals relating to the Equipment, (ii) all present and future attachments, accessories, parts, repairs, additions, accessions, substitutions, exchanges and replacements identified with or relating to the Equipment; (iii) all present and future rights of Customer relating to the physical condition of the Equipment, including under any warranties, service or maintenance agreements, storage agreements or insurance policies; (iv) all present or future rights of Customer in connection with the use and/or operation of the Equipment by any third party under any lease, rental agreement or license; and (v) proceeds of the Equipment and any of (i) through (iv). Any transfer of an interest in any lease, rental agreement, license or other form of chattel paper in respect of the Equipment shall violate the rights of the secured party.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
46857616 2432410 PMNI

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name	2 Issuer's employer identification number		
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	4 Report number	3
5 City, town, or post office, state, and ZIP code	6 Date of issue		
7 Name of issue	8 CUSIP number		
9 Name and title of officer or legal representative whom the IRS may call for more information	10 Telephone number of officer or legal representative		

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule	
11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input type="checkbox"/> Other. Describe ►	18
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Obligations. (Complete for the entire issue for which this form is being filed.)					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	0
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	0

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called	_____
34 Enter the date(s) the refunded bonds were issued	_____

Part VI Miscellaneous	
35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	_____
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer _____ and the date of the issue _____	
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40 If the issuer has identified a hedge, check box <input type="checkbox"/>	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

Signature of Issuer's authorized representative _____ Date _____ Type or print name and title _____

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015


Item No.: 27

Recommendation: That the Common Council approve Resolution No. 11597-030315, A resolution of governing body extract of minutes in conjunction with the Master Lease Agreement for the purchase of a loader for the Streets, Parks, and Forestry Department.

Background: As was stated in the prior Council item, the Street Department is needing to replace a failing front end loader. The attached resolution is a required by 1st Source Bank in conjunction with the Master Lease Agreement which was agreed on previously.


Fiscal Impact: As previously stated.

Prepared by:



Ted Johnson
Director Streets, Parks & Forestry

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11597-030315

BY: _____

A RESOLUTION OF GOVERNING BODY EXTRACT OF MINUTES

WHEREAS, the City of Oak Creek, the Lessee has determined that a true and very real need exists for the acquisition for the Equipment described in the Master Equipment Lease Agreement ("Agreement") and Lease Supplement #1 with 1st Source Bank presented to this meeting; and


WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment; and

BE IT RESOLVED by the City of Oak Creek, the Lessee that the terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement; and

FURTHERMORE BE IT RESOLVED, that the City of Oak Creek, the Lessee hereby represents that the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by the Lessee does exceed \$10,000,000 for the calendar year within which this Agreement is not to be "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code.

Bridget Souffrant
Finance Director/Comptroller

Ted Johnson
Director of Streets, Parks, & Forestry



The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the City of Oak Creek, the Lessee.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 3rd day of March, 2015.

Approved this _____ day of _____, 2015.

President, Common Council

Passed and adopted this _____ day of _____, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



Specialty Finance Group

11597-030315

**EXHIBIT A
RESOLUTION OF GOVERNING BODY EXTRACT OF MINUTES**

Lessee: CITY OF OAK CREEK

Date of Agreement: February 19, 2015

At a duly called meeting of the governing body of Lessee held on _____, 2015 the following resolution was introduced and adopted.

WHEREAS the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Master Equipment Lease Agreement ("Agreement") and Lease Supplement #1 with 1st Source Bank presented to this meeting; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

FURTHERMORE BE IT RESOLVED, that the governing body of Lessee hereby represents that the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by the Lessee **does exceed** \$10,000,000.00 for the calendar year within which this Agreement is **not** to be "qualified tax-exempt obligation" pursuant to Section 265 (b) (3) of the Internal Revenue Code.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

SEAL:

By: _____

Name: _____

Title: Secretary / Clerk

Date: _____

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 28

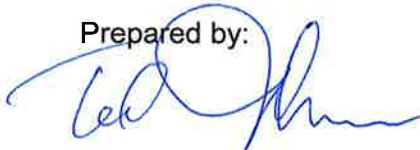
Recommendation: That the Common Council approve the recommendation of the Director of Street, Parks and Forestry to purchase one (1) 2015, single axle dump truck with plow equipment & spreader and pre-wett system from Lakeside International in the amount of \$134,244

Background: The Street Department advertised for bids for a current model single axle dump truck complete with plow equipment and spreader. The Street Department received one (1) bid, meeting all the specifications from Lakeside International out of Milwaukee WI in the amount of \$134,244. The Street Department will be trading or auctioning truck #33, a 1994 International dump truck with plow equipment and spreader. Lakeside International has offered the City \$5,000.00 in trade, and the street department would like to accept the alternate bid for additional pre-wett systems bringing the total amount to \$138,000.00.

VENDOR	AMOUNT
Lakeside International	\$138,000

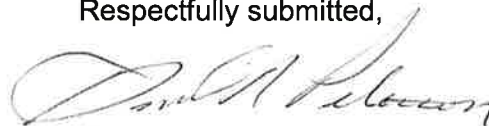
Fiscal Impact: The money for this truck would come from the 2015 CEP/CIP Capital Project #15017. The total amount for the purchase of this dump truck is \$138,000.00

Prepared by:




Ted Johnson
Director of Streets, Parks & Forestry

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget Souffrant
Finance Director/Comptroller

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 29

Recommendation: That the Common Council approve the recommendation of the Director of Street, Parks and Forestry to purchase one (1) 4 cubic yard Truck Mounted Asphalt Heater from Enviro Tech Equipment Company in the amount of \$56,468.00.

Background: The Street Department advertised for bids for a current model 4 cubic yard Truck Mounted Asphalt Heater and received two (1) bids. The bid which meets all the specifications came from Enviro Tech Equipment Company out of Lannon WI in the amount of \$56,468.00. The Streets, Parks and Forestry Department would also like to accept some of the additional options that were bid with the Truck Mounted Asphalt Heater totaling an additional \$9263.00, bringing the total to \$65,731.00.

VENDOR	AMOUNT
Enviro Tech Equipment Company	\$65,731.00

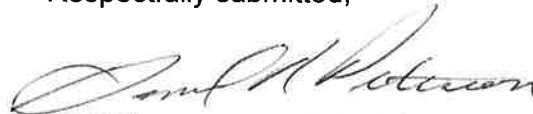
Fiscal Impact: The money for this Truck Mounted Asphalt Heater would come from the 2015 CEP/CIP Capital Project #15016 for \$50,000.00 and CEP/CIP Capital Project #15010 for \$15,731. The total amount for the purchase of this Truck Mounted Asphalt Heater is \$65,731.00.

Prepared by:



Ted Johnson
Director of Streets, Parks & Forestry

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget Souffrant
Finance Director/Comptroller

City of Oak Creek Common Council Report

Meeting Date: March 3, 2015

Item No.: 30

Recommendation: That the Common Council approve the recommendation of the Director of Street, Parks and Forestry to purchase one (1) 2015 Aerial Lift Truck from Utility Sales and Service in the amount of \$91,563.00.

Background: The Street Department advertised for bids for a current model Aerial Lift Truck. The Street Department received two (2) bids from different vendors. The lowest bid meeting the specifications came from Utility Sales and Service out of Appleton WI in the amount of \$91,563.00. Utility Sales and Service has offered the City in trade \$500.00 bringing the total amount down to \$91,063.00.

VENDOR	AMOUNT
Utility Sales and Service	\$91,063
Altec Inc.	\$100,173

Fiscal Impact: The money for this truck would come from the 2015 CEP/CIP Capital Project #15010. The total amount for the purchase of this Aerial Lift Truck is \$91,063.00.

Prepared by:



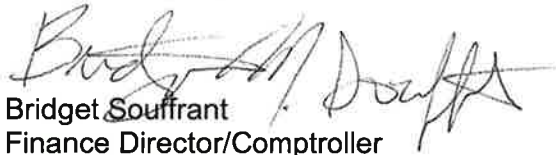
Ted Johnson
Director of Streets, Parks & Forestry

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget Souffrant
Finance Director/Comptroller

**MINUTES
LICENSE COMMITTEE
Thursday, February 26, 2015 at 8:30 A.M.**

- 1. This meeting was called to order at 8:35 a.m.
- 2. Present were: Ald. Ruetz, Ald. Gehl and Ald. Kurkowski. Also in attendance was Assistant City Attorney Melissa Karls and Deputy City Clerk Christa Miller.
- 3. The Committee reviewed an Operator's license application submitted by Erica M. Repinski, 4030A S. Howell Ave. Ms. Repinski was in attendance.

On her application, Ms. Repinski disclosed a conviction for possession of marijuana from 2014 (Milwaukee).
The police record check showed convictions for Obstructing – 4/26/07 (Caledonia) and Underage Drinking - 8/24/09 (St. Francis).

Ms. Repinski explained the omitted convictions, indicating that she forgot the underage drinking citation and that she had been told that the obstruction conviction was not a conviction that would appear on her record.

Ald. Kurkowski, seconded by Ald. Gehl, moved to grant an Operator's license to Erica M. Repinski, 4030A S. Howell Ave. On roll call, all voted aye.

- 4. The Committee reviewed a Class B Beer / Class C Wine license application submitted by Blerim Zejneli, A&B Expedited Freight, LLC, dba Mirage Mediterranean Restaurant, 9454 S. Howell Ave. Mr. Zejneli was in attendance.

On Mr. Zejneli's Auxiliary Questionnaire form, included with the alcohol license application, he indicated that he had no previous convictions. The police record check showed convictions for Possession of THC – 2/10/09 (Oak Creek), Underage Alcohol – 7/7/10 (Franklin), OWI – 7/5/12 (Walworth County) and Violate / Harassment Restraining Order – 11/29/13 (Milwaukee County).

Mr. Zejneli was questioned as to the omission of these convictions on his auxiliary questionnaire. He indicated that he had forgotten about one of the older ones, but that he was ashamed. He expressed that he was young and that in the past two years had been trying to turn his life around. He indicated that he has taken several court-ordered classes, including anger management and alcohol treatment. He disclosed that he is currently on probation, but had successfully completed all the requirements of it and is scheduled to be released on 2/28/15.

Mr. Zejneli indicated that his employee, Debra Hoffman, will be the Agent on the alcohol license and as outlined by the Alcohol laws in Wisconsin, Ms. Hoffman is the person responsible for all liquor license activity for the premises. Ms. Hoffman has no convictions.

Ald. Gehl, seconded by Ald. Kurkowski, moved to grant a Class B Beer / Class C Wine license application submitted by Blerim Zejneli, A&B Expedited Freight, LLC, dba Mirage Mediterranean Restaurant, 9454 S. Howell Ave. On roll call, all voted aye.

Ald. Gehl, seconded by Ald. Kurkowski, moved to adjourn this meeting at 9:20 a.m. On roll call, all voted aye.