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reports.



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

COMMON COUNCIL MEETING AGENDA

TUESDAY, MARCH 17, 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: 3/3/15

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. **Conditional Use:** Consider a request for a conditional use permit for a restaurant with drive-through facility on the property at 150 W. Town Square Way (2nd District).
5. **Ordinance:** Consider Ordinance No. 2759, to approve a conditional use permit for the property at 130 W. Town Square Way for a restaurant with drive-through facility, to refer the matter to the Plan Commission to prepare and approve conditions and restrictions, and to direct that this matter be referred back to the Common Council for its meeting of Monday, April 6, 2015, for a revision to Ordinance No. 2759 to incorporate the conditions and restrictions (2nd District).

New Business

MAYOR & COMMON COUNCIL

6. **Resolution:** Consider Resolution No. 11601-031715, approving the City Administrator Employment Agreement (by Committee of the Whole).
7. **Motion:** Consider a motion to authorize City approval of a Professional Services Agreement with Environ in an amount not to exceed \$247,500 for North Lake Vista Bluff Stabilization including preparation of an IRAP, bid preparation, construction oversight and documentation, and grant coordination (by Committee of the Whole).
8. **Motion:** Consider a motion to approve the 2015 Vendor Summary Report in the amount of \$652,263.17 (by Committee of the Whole).

ENGINEERING

9. **Resolution:** Consider Resolution No. 11600-031715, accepting the 2014 Annual Report for Oak Creek's WPDES Storm Water (NR 216) permit (by Committee of the Whole).

10. **Motion:** Consider a *motion* to enter into a contract with R.A. Smith National, Inc. for Department of Natural Resources and Army Corp of Engineers wetland permitting, for an estimated contract total of \$25,100 (Project No. 15023) (2nd District).

STREETS, PARKS & FORESTRY

11. **Motion:** Consider a *motion* to award the 2015 street tree bid to St. Aubin Nursery in the amount of \$34,015 (Project No. 14014) (by Committee of the Whole).

LICENSE COMMITTEE

The License Committee did not meet prior to the 3/17/15 meeting. Tentative recommendations are as follows:

12. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
 - Mariah M. Friberg, 913 Columbia Ave., South Milwaukee (Woodman's)
 - Kaitlyn N. Riley, 6516 S. 35th St., Franklin (Kwik Trip)
 - Lynn F. Simonis, 3010 E. Wanda Ave., Cudahy (Classic Lanes)
13. **Motion:** Consider a *motion* to grant a change of agent to Love's Travel Stops & Country Stores, Inc. dba Love's Travel Stop #432, 9650 S. 20th St., from Jerry Jarvis to Shawn A. Lien, 170 W. Rainbow Ridge., Dr., Oak Creek (*favorable background report received*).
14. **Motion:** Consider a *motion* to grant a 2014-15 Class A Combination license to AT Mart, Inc. dba Oak Creek Mobil, Tilak B KC, agent, 1200 W. Rawson Ave., with issuance subject to obtaining an occupancy permit (*favorable background report received*).
15. **Motion:** Consider a *motion* to grant a 2014-15 Class B Combination license to Pineapple Café, LLC dba Pineapple Café, Sandra B. Madrigal, Agent, 7864 S. Howell Ave., with issuance subject to sanitarian approval and obtaining an occupancy permit (*favorable background report received*).
16. **Motion:** Consider a *motion* to grant a 2015 Landfill License to Herman and Elizabeth J. Kopplin, 6931 S. Howell Ave.

MISCELLANEOUS

17. **Motion:** Consider a *motion* to convene into Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes Section 19.85 (1)(e) to consider a proposed Tax Incremental District No. 11 Finance Development Agreement by and between the City of Oak Creek and Emerald Row, LLC (Drexel Town Square) (2nd District).
18. **Motion:** Consider a *motion* to reconvene into Open Session.
19. **Resolution:** Consider *Resolution* No. 11602-031715, approving Tax Incremental District No. 11 Finance Development Agreement by and between the City of Oak Creek and Emerald Row, LLC (Drexel Town Square) (2nd District).
20. **Resolution:** Consider *Resolution* No. 11603-031715, approving an Access Agreement by and between One West Drexel, LLC and the City of Oak Creek (Drexel Town Square) (2nd District).

Adjournment.

Public Notice

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

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 Jason Hill, Chick-fil-A, Inc., for a conditional use permit for a restaurant with drive-through facility on the property at 150 W. Town Square Way.

Hearing Date: Tuesday, March 17, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: Jason Hill, Chick-fil-A, Inc.
Property Owner: One West Drexel, LLC
Property Location: 150 W. Town Square Way
Tax Key(s): 813-9047

Legal Description:

Lot Two (2) of Certified Survey Map No. 8642, a division of Lot One (1) of Certified Survey Map No. 8639, in the Northeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Seventeen (17), Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, Milwaukee County, Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County on November 24, 2014 as Document No. 10414444.

The Common Council has scheduled other public hearings for March 17, 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 12, 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 17, 2015

Item No.: 5

Recommendation: That the Common Council adopt Ordinance No. 2759, an Ordinance to Approve a Conditional Use Permit for the Property at 130 W. Town Square Way for a Restaurant with Drive-through Facility, refer the matter to the Plan Commission to prepare and approve conditions and restrictions, and direct that this matter be referred back to the Common Council for its meeting of April 6, 2015 for a revision to Ordinance 2759 to incorporate the conditions and restrictions.

Background: At the February 10, 2015 meeting, the Plan Commission reviewed a conditional use permit request by Chick-fil-A for a restaurant with drive-through facility at 130 W. Town Square Way. The Plan Commission raised concerns regarding the appropriateness of the proposed use at the location, traffic impact, and site design. Based on those concerns, a motion to recommend approval of the conditional use permit was not approved by the Plan Commission. However, the applicants wish to have the Common Council review the request without such Plan Commission recommendation. Therefor the application is being brought forward to the Common Council absent a recommendation from the Plan Commission. After conferring with the City Attorney on this issue, staff has prepared this report for Council review.

The review of the Conditional Use Permit request is governed by the general development plan and regulating plan for the Drexel Town Square Mixed Use Planned Development, as well as Chapter 17 of the Municipal Code. A conceptual site plan and conceptual building renderings are included with this packet.

The lot is located in the Perimeter Commercial Sub-District of Drexel Town Square. Information provided by the Applicant estimates a 4,876 square-foot restaurant with an indoor play area, outdoor seating area, a drive-through with two "stacking lanes" along the north side of the building, and approximately 45 employees. Typical hours of operation for Chick-fil-A restaurants are 6:00 AM to 10:30 PM Monday through Saturday (closed Sundays). Weekly deliveries are anticipated to the site, some of which will occur every few days.

Preliminary plans call for 63 total parking stalls. According to the Approximate Parking Supply and Demand for Users and Employees chart in the general development plan and regulating plan, fast food restaurants typically require 20 stalls per 1,000 gross square feet. Approximately 1,500-1,600 square feet of the 4,876 square-foot restaurant will be dining space. Therefore, 30-32 stalls would be required for patrons, and at least one stall per employee for the largest shift would be required. Staff will continue to work with the Applicant on site and landscaping issues as necessary.

At the Council's direction, staff will prepare Conditions and Restrictions for the restaurant with drive-through facilities for the Plan Commission's review at their next meeting (March 24, 2015). The Conditions and Restrictions will then be presented for Council approval at the April 6 meeting.

Fiscal Impact: Approval of this use will allow a business to construct a new restaurant on a currently vacant lot that is part of Drexel Town Square and TID 11. 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 \$3,066.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant
Finance Director / Comptroller

ORDINANCE NO. 2759

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR THE
PROPERTY AT 130 W. TOWN SQUARE WAY FOR A RESTAURANT WITH DRIVE-
THROUGH FACILITY

(3rd Aldermanic District)

WHEREAS, Chick-fil-A has applied for a Conditional Use Permit that would allow for restaurant with drive-through facility located at 130 W. Town Square Way; and

WHEREAS, this property is more precisely described as follows:

Lot Two (2) of Certified Survey Map No. 8642, a division of Lot One (1) of Certified Survey Map No. 8639, in the Northeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Seventeen (17), Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, Milwaukee County, Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County on November 24, 2014 as Document No. 10414444.

WHEREAS, the Plan Commission reviewed the request at its meeting of February 10, 2015 and did not recommend that the Conditional Use Permit be approved; and

WHEREAS, the Common Council held a public hearing on said request on March 17, 2015 at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing, 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 restaurant with drive-through facility located at 130 W. Town Square Way, which shall include the aforementioned conditions and restrictions.

SECTION 2: The Common Council directs the Plan Commission to prepare and approve conditions and restrictions consistent with the use as a restaurant with drive-through facilities and consistent with past practices of the City and upon review of the conditions and restrictions by the Plan Commission this ordinance shall be further reviewed by the Common Council for the purpose of incorporating the conditions and restrictions.

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

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

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

Passed and adopted this ____ day of _____, 2015

President, Common Council

Approved this ____ day of _____, 2015

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

TO BE PUBLISHED FEBRUARY 19 & 26, 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 Jason Hill, Chick-fil-A, Inc., for a conditional use permit for a restaurant with drive-through facility on the property at 150 W. Town Square Way.

Hearing Date: Tuesday, March 17, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: Jason Hill, Chick-fil-A, Inc.
Property Owner: One West Drexel, LLC
Property Location: 150 W. Town Square Way
Tax Key(s): 813-9047

Legal Description:

Lot Two (2) of Certified Survey Map No. 8642, a division of Lot One (1) of Certified Survey Map No. 8639, in the Northeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Seventeen (17), Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, Milwaukee County, Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County on November 24, 2014 as Document No. 10414444.

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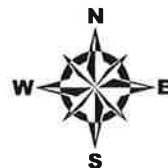
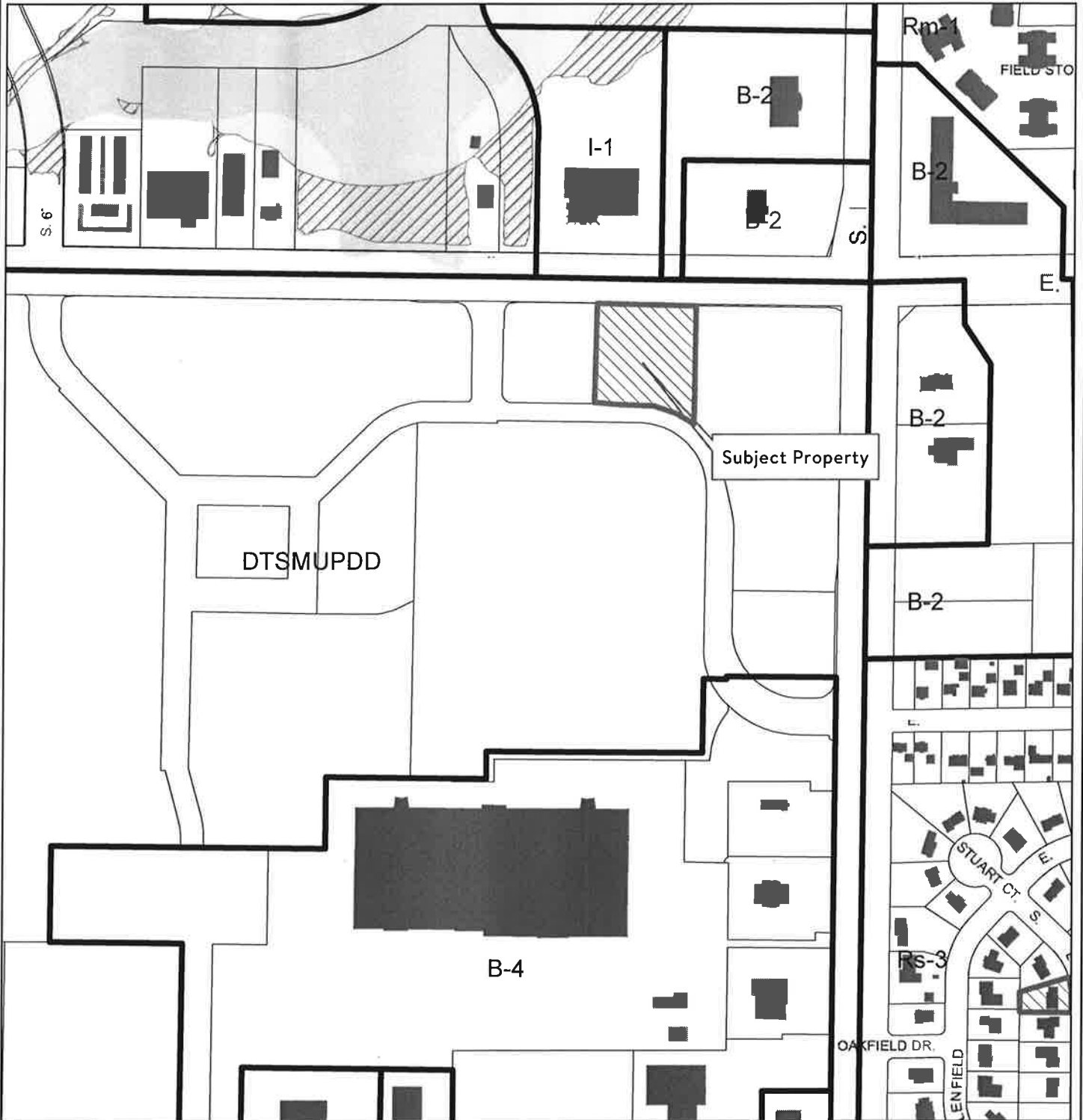
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Date of Notice: February 12, 2015
CITY OF OAK CREEK COMMON COUNCIL
By: Steve Scaffidi, Mayor










PUBLIC NOTICE

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Location Map 150 W. Town Square Way



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

Legend	
	150 W. Town Square Way
	Floodfringe
	Floodway
	Flood Fringe (FF)
	Shoreland Welland Conservancy (C-1)
	Lakefront Overlay District (LOD)
	Mixed Use Neighborhood Overlay (NO)
	Mixed Use Office Overlay (OO)
	Regional Retail Overlay District (RR)

MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, FEBRUARY 10, 2015

Conditional Use Permit
Chick-fil-A
150 W. Town Square Way
Tax Key No. 813-9047

Ms. Papelbon provided a brief overview and stated that the site plan has been revised from the last meeting to show some detail on the proposed landscaping around the front. This is a concept plan, but it gives the Commission an idea of what kind of landscaping can be designed for screening along Drexel Avenue.

Joe Vavrina, HR Green, explained the concept of how they could screen the drive-through from Drexel Avenue. This screening will be created through an effective layering of a variety of evergreen shrubs, so it is a year-round screen.

Mayor Scaffidi stated that the applicant has addressed the issue with the visibility of the drive-through lane along Drexel Avenue, which was one of the concerns raised at the last meeting.

Dimity Grabowski, 9858 S. Deerpath Drive, stated that a Chick-fil-A would be a very welcome addition to the City of Oak Creek. However, she is not in support of it at this location. She stated that several years ago when the Drexel Town Square was in its conceptual stages, the public was told that this was going to be a quality A-grade investment development, and that was Mayor Bolender's vision as well. She stated that considerable changes have been made to the original concept. Ms. Grabowski asked the Plan Commission to not approve this request as this is a restaurant with a drive-through with a conditional use permit. She stated that if this is approved, it sets a precedent for other drive-throughs being allowed in Drexel Town Square.

Ms. Papelbon stated that a 6,000 square-foot building with a drive-through facility was part of the original plan in the approved PUD.

Jerry Franke, President, WisPark, co-developer with the City on this property, stated that the site plan was not done when Mayor Bolender was Mayor of the City. This came up 5 to 12 months afterwards following a series of intensive public input sessions. The original site plan that is included in the approved document that was a subject of public hearings at the Plan Commission and Common Council levels includes a 6,000 square-foot restaurant with a drive-through at this very location. As part of the approval process of this project, a Traffic Impact Analysis (TIA) was required by WisDOT. That document is reviewed by the City and ultimately approved by WisDOT. Within that study, a 6,000 square-foot restaurant with a drive-through was approved; the improvements they were making were generated based upon that kind of use. The use of traffic volume is reflected in the transportation improvements that are being made as part of Drexel Town Square.

Mark Verhalen, 1200 E. Ryan Road, stated he is not a proponent of having a drive-through at the site. Mr. Verhalen asked how many other drive-through restaurants in Oak Creek are allowed to filter traffic around the front of the building. Being that this is so close to the street, even though there is screen proposed, it takes away from the ambiance of the rest of the businesses that are proposed to be there, particularly Water Street Brewery. Mr. Verhalen asked if the City Forester signed off on the change to the landscaping in front.

Ms. Papelbon responded that the City Forester has not seen the landscape plan because it is only a concept plan right now.

Mayor Scaffidi stated that he respects the comments about the perceived change in plans, but a lot of what has been talked about as far as changes are based on people talking about what they thought Drexel Town Square was going to be versus what the planners, developers, and elected officials worked

out. Mayor Scaffidi stated he agrees with Mr. Franke in that they brought in experts on what this could be, and have done a sensational job in matching what makes sense for the economy and the City and what makes sense for the partners at Drexel Town Square. It is a place with a lot of different interests and businesses. Mayor Scaffidi stated that the majority of the feedback he has received is in favor of Chick-fil-A.

Rosemarie Annonson, 3920 E. Ryan Road, asked if the Mayor had recused himself from voting. Alderman Bukiewicz stated that he has not. Ms. Annonson asked how he can vote when he is a member of One West Drexel Square; she feels this is a conflict of interest. Alderman Bukiewicz stated that Mayor Scaffidi sits as a representative along with the City Administrator on the One West Drexel board and the Mayor has full voting rights as a member of the Commission. Being a representative of the City on the One West Drexel board does not preclude him from voting at the Plan Commission according to the City Attorney. Ms. Annonson stated she is uncomfortable with that, especially if this item comes down to a tie vote. Mr. Seymour responded that this has been vetted through the City Attorney, the person with whom the City has vested the responsibility for entrusting its operations and legal opinions. The presence of Mayor Scaffidi at this meeting, as well as his ability to vote on this item, has been found acceptable by the City Attorney.

Commissioner Siefert asked how many cars are anticipated to go through the drive-through on a daily basis. Mr. Vavrina responded approximately 500-600 cars per day. During peak hours (lunch and dinner) there will be about 100-250, and everything trails off from there.

Commissioner Siefert asked about the hours of operation. Mr. Vavrina stated the hours of operation are 6:30 a.m. to 10:00 p.m.

Commissioner Johnston reminded the Commission that they are not looking at site or landscaping plans. The only thing that is being considered is permitting a restaurant with a drive-through facility at this location.

Commissioner Correll stated that is exactly how he is looking at it. He is looking at this as a fast-food restaurant. Would the Commission approve a McDonald's or other brands there? He stated his opinion that this is not the right place for a fast-food restaurant if that is all the Commission is looking at.

Commissioner Siefert asked if this is approved, does this open up the rest of the development to have other drive-through restaurants and how this can be controlled. Alderman Bukiewicz responded that within the Drexel Town Square master plan there are only certain lots that allow for it. Mr. Franke stated this was the only facility with a drive-through lane that was considered in the Traffic Impact Analysis. He does not envision another one coming here. There is a financial institution that will have drive-through lanes, and there is perhaps one other restaurant-type use that has a drive-up window. That is on the far west end of the development if it goes forward. In terms of another fast-food restaurant, this is the only one. He does not want to come back with another. He feels strongly that Chick-fil-A is a strong addition to the palette of activity that they want to have at Drexel Town Square.

Commissioner Correll stated that the Commission discussed at length the Panda Express - about it being outside the Drexel Town Square area, which is why they weren't concerned about the drive-through. This proposal never came up at that time. It may have happened sometime much earlier because obviously it is on this plan, but at that time he does not remember that conversation.

Mr. Franke responded that they ended up with the Panda site by default. The State of Wisconsin, as part of the TIA, stated they wanted the entrance there. The alternative would have been to spend another \$1.5 million in improvements. The site is extremely small. Commissioner Correll stated that he understands this, and it evolved to the point where it made sense there.

Commissioner Correll asked Mr. Franke if there was anywhere else that is slotted for a QSR (Quick Service Restaurant) drive-through restaurant. Mr. Franke stated there are two pads on what he calls the suburban retail sector of the development. Those will be parcels 2 and 7, and there is no contract or

letter of intent on those parcels at this time. Mr. Franke stated he is going to pursue, to the best of his ability, casual dining experiences on both of those sites. He does not want any retail. He could have sold both of those parcels to people who would have wanted to put in strip retail at a very good price. They have said no to those. He stated he understands the community wants sit-down casual restaurants. Mr. Franke stated that after this summer, after the verticality of Rick Barrett's projects, Blair (Williams), HSA (Froedtert), City Hall/Library, there will be significant interest in those pads for casual dining experiences. Mr. Franke stated there is a TIA that says they evaluated the site for one drive-through restaurant.

Commissioner Correll stated that once all of this starts to unfold, Mr. Franke anticipates much more interest in sit-down facilities. Would that not be true of lot 3? Mr. Franke stated no. The market can support only so many restaurant seats at any time. They want to have, in addition to pads 2 and 7, restaurants in the Main Street area and the area just to the north of the town square. Commissioner Correll stated that from the beginning, Mr. Franke felt a QSR was right for this lot only. Mr. Franke responded they felt one QSR was right for the development. Commissioner Correll stated that this is the first he has heard of this. Mr. Franke stated that Water Street Brewery will not allow them to do a casual, sit-down restaurant on parcel 3.

Commissioner Carillo stated it seemed like they (the Plan Commission) spent hundreds of hours on these plans, and she can't remember on the discussions with Panda Express anyone bringing up the possibility of a second drive-through. It was never in the discussion regarding Panda Express. Mr. Franke stated when they did the traffic impact analysis they did not own the Panda Express site - it was outside the territory. They made no such commitment that Panda Express was the only QSR for that establishment. He stated that the parcel is 8/10 of an acre. There are very limited uses that can fit on that parcel that they had to pay a considerable amount of money to get so they could have the traffic access to the development that the State of Wisconsin approved. To say that this is their one QSR, he respectfully disagreed. Commissioner Carillo stated they were at odds about how the City was even going to let Panda Express have a drive-through because they were so close to Drexel Town Square, and that the new Town Center was not going to have any drive-throughs. Mr. Franke stated that perhaps the name does a disservice. To Mr. Franke, the town center component of this property is everything west of Delco Drive. That is where they want the most walkable development to be so people park their cars once and walk around. They could not get a market demand to fill in 60 developable acres with that kind of development here. They would end up with what New Berlin has for its downtown, which is largely vacant buildings. They worked with John Malanafee, nationally-recognized consultant, to say what could be done in a relatively short period of time so that it is sustainable and viable financially.

Commissioner Johnston stated that what is listed in the PUD as conditional use sites for drive-throughs is all of the perimeter outlots, Meijers, City Hall, and all along Main Street. Ms. Papelbon responded the northern part of the B-1, B-2, C-1, C-2, but yes that is correct. Commissioner Johnston clarified that those are all conditional uses in the PUD.

Commissioner Correll stated that the bank drive-through is a lot different than a quick service drive-through, and that there are a lot of different uses that are included under the definition of drive-through.

Commissioner Siefert stated that landscaping all along Drexel Avenue should be considered for consistency throughout the whole development. They are using a lot of screening to block the drive-through, but what about the other buildings? He would like to see them exposed to Drexel Avenue or Howell Avenue, and he wonders about that type of proposed landscaping. Mr. Seymour responded that they are not reviewing landscaping plans as part of this process. The City has engaged Graef to prepare a set of landscape standards and a conceptual landscaping plan, taking into account all of the factors along Drexel Avenue. As far as landscaping is concerned, they are trying to make it look as if it is all one development. Those standards will be in place, and the recommended species will be in place so there is some continuity in the design of those landscape areas.

Ms. Annonson asked if there was a children's playground. Mr. Hill responded there is a play area separate from the dining room toward the front of the store within the building.

Mayor Scaffidi stated he understands the differences of opinion. No one will like everything going into Drexel Town Square, but he feels this project is worthwhile. Other cities and other developers outside of the City and the State of Wisconsin recognize the value of this development. The City has gotten tremendous grants on this site and will continue to get them. It is a win, but it doesn't mean we are going to agree on everything.

Alderman Bukiewicz said he was somewhat taken by surprise by this. That came from his own negligence in understanding fully what was in the Drexel Town Square plan. Drive-throughs were allowed in certain areas, basically to the east side of the property. He is looking at this as a conditional use permit and if this is the best use we can get for the property. He took into account that they promised grade-A quality. Quality to Alderman Bukiewicz is a successful business that does not turn off the lights and has sustainable people there. He visited the Brookfield and Greendale stores, and they are doing quite well. After that, he arranged a meeting with the business representatives, City planners and interested parties. They came forward and presented a financial plan, which is very solid. There are only so many franchises awarded. They prefer local franchise ownership or at least for the owner to live in reasonable proximity to the business. They only award about six of them a year. They don't saturate the market. Chick-fil-A only builds when they have the cash on-hand to build. This makes for a very solid financial plan going forward. In the last two weeks, Alderman Bukiewicz asked several people what they thought and it was 90/10 on the whole deal. There were talks of having Nordstroms and Macy's here and things that demographics in this area just won't support.

Alderman Bukiewicz stated he has concerns about the drive-through and he has asked the applicant to do something about it. He stated the landscape screening helps. They took the corners into account. As long as the architectural look of the border of Drexel Town Square is kept clean and pristine and meets the approval of our City Forester, he is okay with that.

Alderman Bukiewicz stated that as far as drive-throughs and setting a future precedent, the market is going to drive what comes here. Financial institution drive-throughs are completely different than fast food drive-throughs. The way this is configured, there is absolutely no way to turn that building without having road traffic to Drexel Avenue. Referencing the agreement with Water Street Brewery, he stated there can't be a casual sit-down restaurant next to them, so that eliminates two lots. The City has to look at what type of retail can go in there. It could be small retail business, such as a phone store, a dental store or maybe a Game Stop, could be an AutoZone. Are those businesses going to stay and enhance the traffic and visibility in Drexel Town Square? Alderman Bukiewicz stated this is a very financially-sound business and will bring people in. He stated this request is for a conditional use, and they have to okay it. If it isn't them, it could possibly be some other restaurant chain. He stated he cannot find a reason not to grant a conditional use permit on this particular piece of land.

Commissioner Johnston stated there is a donut shop nearby where a conditional use was approved, and the City went round and round with the drive-through issue. If there are already issues with the site plan and the drive-through for Chick-fil-A, should we be considering this? This is just for the conditional use, but the City has been down that path before and we need to consider it. Alderman Bukiewicz stated he visited the donut shop and the place was pretty full. The manager said that after school the kids fill it up. As far as the drive-through went, a few cars went through. It worked okay from what he saw. Alderman Bukiewicz concurred with Commissioner Johnston and stated it is tough. You have to look at what is here in the moment, and you can speculate what the future holds, but really you have to make this judgment based on the facts that are present right now. The Mayor alluded to how the build-out is going. He does not agree with having to go fast, but do it right. He is taking into consideration - whether this place is a Chick-fil-A, a McDonald's, a Taco Bell - the financial feasibility of this place keeping its lights on. The last thing we want at Drexel Town Square is a brown or dark space. He thinks this place gives us a lot of promise for this type of quick service food as keeping the lights on. Alderman Bukiewicz stated the drive-through is manageable. It is permitted in the use. From that he has to respect that.

Ms. Papelbon stated what the Plan Commission is ruling on is whether or not this location is appropriate for a conditional use for a restaurant with a drive-through facility. This is a conceptual plan, which is required as part of the application. It is not set in stone. If there are requirements at site, building and

landscaping review for changes, that would be the time to discuss those items.

Mr. Franke stated the challenge they have with virtually every site at Drexel Town Square is that they are all open to the public right-of-way. That makes it a challenge. You can't put a drive-through on this site and hide it.

Commissioner Carillo stated she still believes in the original overall vision for this area, and would still like to see that come through.

Alderman Bukiewicz stated possible drive-through areas were pointed out in the C-1 and C-2 areas in the downtown area. Realistically that is infeasible on the Main Street. The best the City is probably going to get is a pass-through window at the sidewalk. He does not see it happening here.

Alderman Guzikowski stated he spent the week looking at the Drexel Town Square master plan trying to understand it a little better. He was looking to the other Commissioners to help enlighten him. What he learned is that this does fit the master plan as far as it has been spelled out. He really does have to concur with Alderman Bukiewicz that this is the direction we need to move in because it fits all facets. He thinks it is going to be a positive.

Mayor Scaffidi stated that any idea that we have compromised in every decision at Drexel Town Square is way off-base. Anyone who thinks that Froedtert, (Rick) Barrett, Blair Williams, and Four Points Sheraton are a compromise is not being realistic. When dealing with the economy, developers, and development, there are some decisions you have to make through the process. What you start with is usually not what you end up with.

Alderman Bukiewicz moved that the Plan Commission recommends that the Common Council approves a Conditional Use permit allowing a restaurant with drive-through facilities located at 150 W. Town Square Way after a public hearing and subject to conditions and restrictions that will be prepared for the Commission at the next meeting (February 10, 2015). Alderman Guzikowski seconded. Commissioner Johnston, Commissioner Carillo, Commissioner Correll, and Commissioner Siepert voted no. Alderman Bukiewicz, Alderman Guzikowski, and Mayor Scaffidi voted aye. Motion failed.

Mr. Seymour asked for an explanation from those who voted no why they made that vote. This information is needed for the Common Council to take into account. It may help to shape their discussion, and gives the applicant the opportunity to address some of those concerns. Mr. Seymour asked for specific reasons why they voted no other than it doesn't fit there.

Commissioner Correll stated his personal opinion that that is not the area where he was looking for a quick service restaurant of any type.

Commissioner Siepert stated he agrees with Commissioner Correll and has the same opinion. Commissioner Siepert stated he would like to see Chick-fil-A in the City of Oak Creek, but he doesn't think this is the right spot because of the drive-through.

Commissioner Carillo stated she voted no for these exact same reasons. She believes a drive-through on that road would hamper the view. The trees to block the drive-through will block the traffic from seeing the interior of Drexel Town Square. She stated the plantings would serve as a fence, and would break up that whole beautiful corner. She always thought that the traffic would be too much for people dining outside at Water Street Brewery. She thinks that would be degrading to the area as well.

Commissioner Johnston stated his concern focuses on the site layout and how the drive-through works. He has nothing against Chick-fil-A, but doesn't feel this is the right location for a fast food restaurant with a drive-through.

Mayor Scaffidi and Commissioner Correll were excused from the meeting at 7:00 p.m.



MP-1
MP-2
FC-1
NK-2
SV-2

TOP DECK
26' - 10"
TOP DECK
24' - 4"
TOP PLATE
22' - 1 1/2"
TOP PLATE
20' - 5 1/2"

FINISH SLAB
0' - 0"

Elevation - North

Front Elevation

Overall Elevation:	838.52 Sq. Ft.
glazing:	374.42 Sq. Ft.
Percentage of glazing:	44.65%

Side Entry Elevation

Overall Elevation:	2335.72 Sq. Ft.
Glazing:	316.57 Sq. Ft.
Percentage of glazing:	13.55%

SV-1
BR-1
ST-1

SV-2
MP-1
MP-2
BR-2
FC-1



TOP DECK
26' - 10"
TOP DECK
24' - 4"
TOP PLATE
22' - 1 1/2"
TOP PLATE
20' - 5 1/2"

FINISH SLAB
0' - 0"

Elevation - East

BR-1
ST-1
SV-1

1/19/2015

Drexel Town Square FSU, Oak Creek, WI - Store #03576

Exterior Elevations

See Finish Schedule for more information





Rear Elevation

Overall Elevation:	937.76 Sq. Ft.
Glazing:	0 Sq. Ft.
Percentage of glazing:	0.00%

D/T Elevation

Overall Elevation:	2333.73 Sq. Ft.
Glazing:	254.85 Sq. Ft.
Percentage of glazing:	12.63%

Total building

Total Building Elevation Area:	6445.73 Sq. Ft.
Total Building Glazing Area:	985.84 Sq. Ft.
Percentage of Glazing Area:	15.29%



1/19/2015

Drexel Town Square FSU, Oak Creek, WI - Store #03576

Exterior Elevations

See Finish Schedule for more information





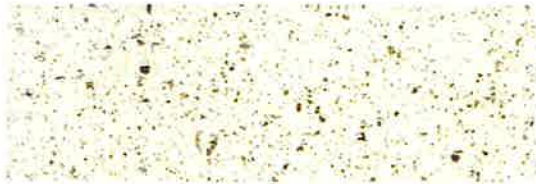
BR-1
Modular Size
General Shale - Red Velour



MP-1
Aluminum Fascia & Soffit
Durolast / Exceptional Metals
Color: Dark Bronze



MP-2
Aluminum Fascia
Durolast / Exceptional Metals
Color: Sierra Tan



BR-2
Modular Size
General Shale - Silverstone



PT-9
Sherwin Williams - Sher-Cry High Performance
Acrylic #B66-350
Color: Dark Bronze (Semi-Gloss)



ST-1 Storefront
YKK - Yes 45
Color: Dark Bronze Anodized (Matte)



SV-1
Stone Veneer Sill & Band
Color: Limestone



SV-2
Eldorado Stone - Stacked Stone
Color: Alderwood

1/19/2015

Drexel Town Square FSU, Oak Creek, WI - Store #03576

Exterior Finishes



City of Oak Creek Common Council Report

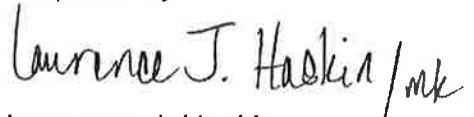
Meeting Date: 3-17-15

Recommendation: That the Common Council adopt Resolution No. 11601-031715, a Resolution Approving the City Administrator Employment Agreement.

Background: Pursuant to the terms of the City Administrator Employment Agreement dated December 5, 2012, the Common Council conducted review of the performance of the City Administrator in closed session on February 17, 2015. As a result of that review, the City and Gerald Peterson as City Administrator are entering into an updated Employment Agreement to reflect an increase in pay as of January 1, 2015 to \$120,000.00 and an additional three days of paid time off. Other than these two changes, the Agreement for an indefinite term remains in full force and effect.

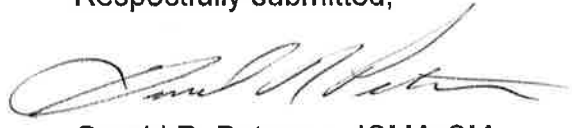
Fiscal Impact: As stated above.

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

City of Oak Creek
City Administrator Employment Agreement

THIS AGREEMENT, made and entered into this ___ day of _____, 2015 by and between the Common Council of the City of Oak Creek, Wisconsin, hereinafter referred to as "City", and Gerald Peterson, hereinafter referred to as "City Administrator", that he shall serve and perform the duties of City Administrator on the following terms and conditions:

1. Employment
Subject to the provisions herein contained, the Common Council of the City hereby employs Gerald Peterson as City Administrator of the City of Oak Creek.
2. Date of Hire
The date of hire is October 18, 2010.
3. Term
The term of this Agreement shall commence on January 1, 2015 and continue until such time as terminated in accordance with the provisions of this agreement.
4. Review
The Mayor and Council agree to participate in team building and/or goal setting sessions with the City Administrator at least once a year for the purposes of providing general direction for the City Administrator. At such time, the Mayor, Council and City Administrator shall define such goals and performance objectives which they determine necessary for the proper operation of the City. The goals and objectives and their relative priority shall be reduced to writing.

The performance of the City Administrator shall be reviewed annually on or before the first day of February, and may be reviewed at the discretion of the City at any other time in addition to the mandatory review. Such review shall be based on the goals and performance objectives established for the prior year and the duties and responsibilities set forth in Section 2.42 of the Municipal Code of the City and such other duties as were assigned. The annual review shall include examination and evaluation of the performance of City Administrator and of the compensation and benefits paid by the City to the City Administrator.

The failure of the City to complete the matters outlined above as specified shall not constitute a breach of this agreement provided they are completed within 30 days upon written request of the City Administrator.

5. Salary
The City shall pay the City Administrator for his service as City administrator an annual salary of \$120,000.00, effective on January 1, 2015, paid on a bi-weekly basis in the manner in which salaries are paid to other managerial employees of the City from time to time. An increase in the salary of the City Administrator shall not take effect until approved by the Common Council and shall be based upon job performance. The City

Administrator's salary shall not be reduced below \$120,000.00 during his service as City Administrator.

6. Duties

Notwithstanding any other provision in this contract, including the term of the contract, the duties, responsibilities, powers and length of service of the City Administrator are stated in Section 2.42 of the Municipal Code of the City; Section 2.42 as amended from time to time by the City in its sole discretion, is incorporated by reference into this Agreement. In addition, the City Administrator shall perform all other job responsibilities and duties as may be assigned by the City from time to time.

7. Outside Employment

The City Administrator shall devote his full-time efforts to his position, and shall not engage in any outside consulting, business or other activities for compensation without prior knowledge and approval of the Common Council.

8. General Benefits

Except as otherwise provided in this Agreement, the City Administrator shall be entitled to all fringe benefits such as insurances, pension and holidays provided to the City's City Hall managerial employees, and such additional fringe benefits, if any, as the City may grant from time to time, to City Hall managerial employees. The City Administrator shall pay the same health insurance premium and other co-payments under the same terms as all City Hall managerial employees.

It is recognized that the City Administrator must devote a great deal of time outside normal office hours toward the business of the City and to that end, the City Administrator will be allowed to take reasonable time off during normal office hours, subject to prior approval by the Mayor.

9. Paid Time Off

In 2015, the City Administrator shall be entitled to 23 days paid time off. Thereafter, the City Administrator's paid time off shall be annually negotiable with the Common Council. Paid time off may not be carried over without the approval of the Mayor.

10. Dues, Subscriptions and Conferences

The City agrees to budget and pay for professional dues and subscriptions of the City Administrator for his participation in the Wisconsin City/County Management Association (WCMA) and the International City/County Management Association (ICMA), and other memberships as approved by the Common Council in the annual budget, which national, regional, state and local associations and organizations are deemed necessary by the City and desirable for his continued professional participation, growth and advancement, and for the good of the City. The City agrees to budget for and the City Administrator shall be entitled to attend the annual ICMA conference and the two annual WCMA conferences.

The City Administrator shall be covered by the City's normal travel expense reimbursement policies. All expense reimbursement requests shall be subject to approval

by the Mayor, or in his absence, by the Council President. The City agrees to reimburse the City Administrator for general expenses of a non-personal and job-related nature, which are incurred by the City Administrator upon presentation of proper documentation or receipts.

11. Car Allowance

In recognition of the travel required to fulfill the responsibilities of the position, the City shall pay the City Administrator the monthly amount of Three Hundred Dollars (\$300.00) as a car allowance for the City Administrator to reimburse him for the use of his personal car on City business and he shall be reimbursed at the rate set by the IRS for all trips exceeding 100 miles for City related business.

12. Resignation of Employment

In the event the City Administrator resigns from his employment with the City of Oak Creek, he shall give the Common Council sixty (60) days' written notice of such resignation, unless otherwise approved by the Common Council. If the City Administrator resigns during the first three years of employment, he shall forfeit any paid time off.

13. Employment Status/Termination/Severance Pay

A. Employment Status. The City Administrator shall serve at the pleasure of the City and removal from his position may be with or without cause and upon a simple majority vote of the entire Common Council following a meeting on the matter of the removal.

B. Termination without Cause: In the event the City Administrator is terminated without cause as defined by the courts of Wisconsin, the City Administrator shall be entitled to the following termination benefits:

1. If the termination occurs within the third year of employment or thereafter, the City shall pay the City Administrator his regular salary and benefits for a period of two (2) months after the effective date of termination unless two (2) months notice of termination is given to the City Administrator.
2. Notwithstanding paragraphs 1. through 3. above, if the termination occurs within six (6) months after any aldermanic or mayoral election which results in a change in any aldermanic office or in the office of Mayor, the City shall pay the City Administrator his regular salary and benefits for a period of five (5) months after the effective date of termination.

C. Termination for Cause: In the event the City Administrator is terminated by the City Council for cause, the City Administrator shall not be entitled to any compensation or benefits after the date of termination which shall be effective upon vote of the City Council.

Cause shall include, but not be limited to:

1. Conviction of a felony or other crime which renders the Administrator incapable of satisfactorily performing the duties of his position, or impairs the safe, efficient, or effective operations of the office of City Administrator.
2. Performance of any job-related acts that endanger the property or personal safety of himself or another person.
3. Violation of any lawful official order of, or failure to obey any lawful direction made and given by, the City Council, where such violation or failure to obey amounts to an act of insubordination or a serious breach of proper discipline, or has resulted or reasonably might be expected to result in a loss or injury to the City or to the public.
4. Insubordination or disgraceful conduct, whether occurring during the performance of the Administrator's official duties or off-duty.
5. Use of, threatened use of, or attempted use of political influence in securing leaves of absence, transfers, or changes of job, pay or nature of work.
6. Unreasonable amount of absence from duty without making suitable arrangements for the care of the City Administrator's duties.

14. Retirement

The City agrees to contribute monthly in a manner consistent with which contributions are made for other managerial employees to the Wisconsin Retirement Fund.

15. Cell Telephone/Computer

The City shall provide the City Administrator with a cell telephone at City expense. In order to increase the efficiency of the City Administrator, The City will pay for the costs to connect a computer between the City Administrator's home and his City office.

16. Miscellaneous

- a. To the extent authorized by Wisconsin Statutes, the City shall defend and indemnify the City Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the City Administrator in his official capacity or personally for actions performed within the scope of his employment. Attorney's fees and costs shall be paid by the City in the event defense of such claim is not provided by the City Attorney.
- b. Except as otherwise specifically provided in this Agreement or by ordinance or resolution of the Common Council, the City Administrator shall be subject to all policies and procedures of the City which apply generally to other City Hall managerial employees.
- c. This agreement shall be interpreted under the laws of and in the courts of the State of Wisconsin. This Agreement constitutes the entire Agreement between the City

and the City Administrator and cannot be amended except by a written agreement executed by each of the parties.

- d. If, during the term of this Agreement, a specific clause of the Agreement is held illegal by a court of competent jurisdiction under federal or state law, the remainder of the Agreement shall remain in full force and effect.
- e. Notices by either party required to be given under this Agreement shall be in writing and hand-delivered or sent by certified mail addressed to the other party as herein provided. Notice to the City shall be delivered to the Mayor or City Clerk, at the offices of the City. Notice to the City Administrator shall be delivered to him at his last known home address as indicated on the City's records. If notice is mailed, it shall be deemed "received" three (3) days after the postmarked date of mailing, provided such notice was sent postage prepaid and addressed as required herein.
- f. This Agreement replaces and supercedes the City Administrator Employment Agreement dated December 5, 2012.

IN WITNESS WHEREOF, the City of Oak Creek has caused this Agreement to be signed and executed on its behalf by its Mayor and City Clerk, and Gerald Peterson has signed and executed this Agreement on the day and year first above written.

(Witnesses)

For the City of Oak Creek

Catherine A. Roeske, City Clerk

Stephen Scaffidi, Mayor

Witness

Gerald Peterson, City Administrator

City of Oak Creek Common Council Report

Meeting Date: March 17, 2015

Item No.: 7

Recommendation: That the Common Council authorize city approval of a Professional Services Agreement with Environ in an amount not to exceed \$247,500 for North Lake Vista Bluff Stabilization including preparation of an IRAP, bid preparation, construction oversight and documentation, and grant coordination.

Background: The city has been working with Environ to assist it in working through the various environmental issues present on the North Lake Vista Bluff property which the city acquired from WisPark in 2012. Late last year the Council approved concepts for the North Lake Bluff stabilization which included a removal and reshaping of the top of the bluff as well as construction of a multi-use non-motorized bike path along the property and the construction of a fence on the west edge of the property where work will be done.

Since that time, staff has been working with Environ and the Department of Natural Resources to work through the technical details of the work proposed for this site. The city has also received a \$375,000 Ready for Reuse grant from the Department to assist in this work and coordination of the issues amongst the various interests within the DNR has taken some significant effort. Recently, we submitted a revised interim Remedial Action Plan (IRAP) which we expect the Department to approve. This approval is necessary to move forward with bidding and construction documents for the work which is contemplated. Attached is a Professional Services Contract for the work with Environ that has been determined as necessary and desirable. This work includes preparation and submittal of the IRAP, bid preparation, construction oversight and documentation, and grant coordination. Attached is a schedule of the work that is expected to be performed on this site and completed prior to the end of the year.

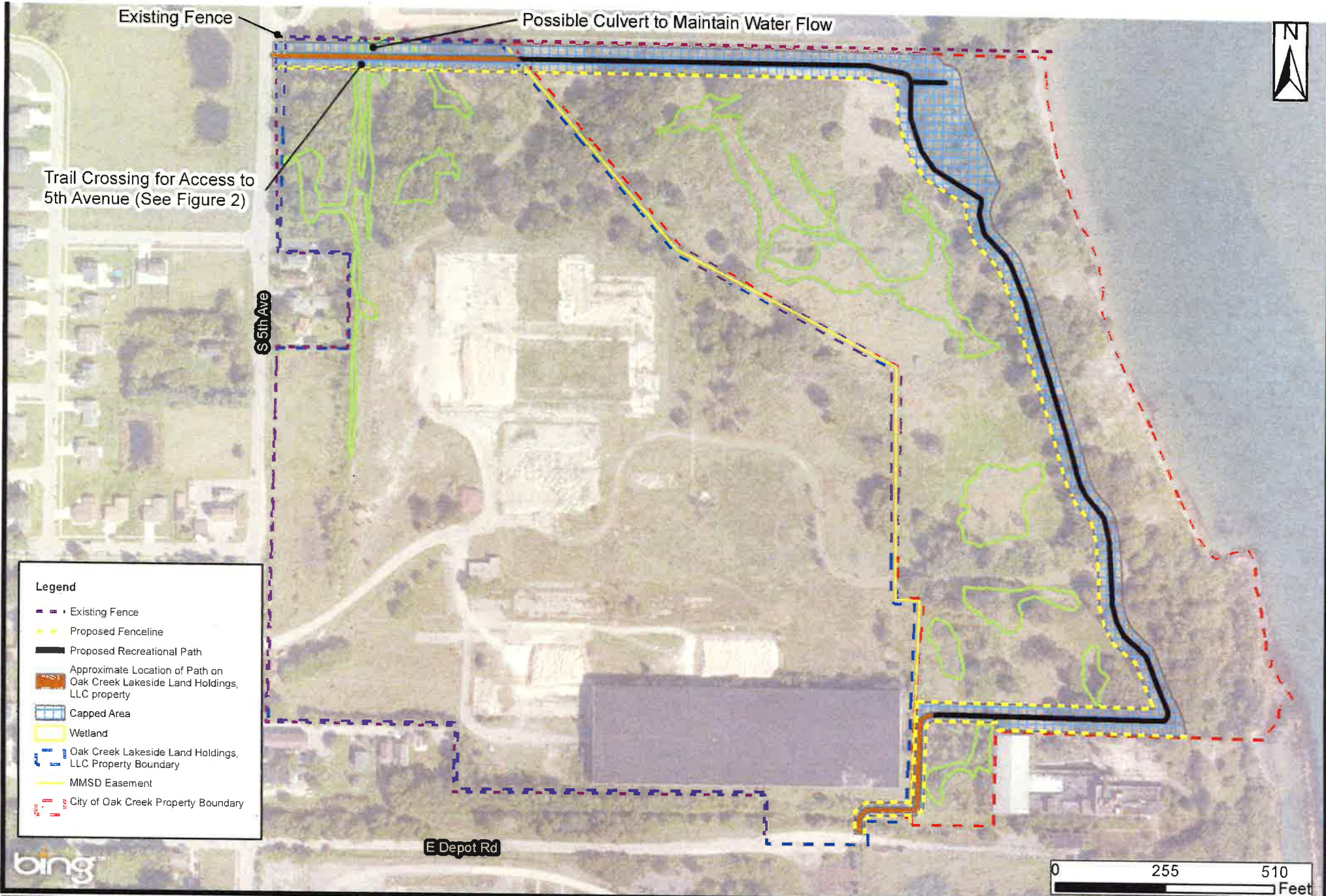
Fiscal Impact: The city has allocated \$1.3 million for the work on the site from the proceeds of a bond it has issued as well as using grant funds which the city has been successful in obtaining the property.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator



PROPOSED RECREATIONAL TRAIL FOR THE EASTERN PORTION OF THE FORMER OAK CREEK STORAGE AND HANDLING PROPERTY

9006 S 5TH AVENUE
OAK CREEK, WISCONSIN

**Revised Schedule for Oak Creek Storage and Handling Interim Remedial Action
February 24, 2015**

Milestone	Date
Interim Remedial Action Plan (RAP) submitted to WDNR	7/30/14
Meeting with WDNR to discuss Interim RAP	8/5/14
Draft Ready for Reuse Public Participation documents submitted to WDNR	8/7/14
Submittal of Addendum to Interim RAP	10/14/14
Meeting with WDNR to discuss Addendum to Interim RAP	2/2/15 and 2/12/15
Submittal of Revised RAP based on discussions with WDNR	2/26/15
WDNR Comments on Interim RAP	3/13/15
Response to Comments on Interim RAP	3/20/15
Revision of Ready for Reuse Public Participation documents in response to WDNR comments on Interim RAP	3/20/15
Ready for Reuse Grant Public Participation Period ¹	3/20/15 – 4/24/15
Approval of Interim RAP	3/27/15
Submittal of Revised Stormwater Notice of Intent (NOI) to WDNR	3/6/15
WDNR Response to Stormwater NOI	3/20/15
Plans/Specifications/Bid Documents	
Oak Creek Formal Review	3/5/15
Submit to Bidders	3/30/15
Pre-Bid Meeting	4/2/15
Bid Response (by close of business)	4/10/15
Bid Selection (Internal)	4/15/15
Provide Notice for City Council Meeting Agenda	4/16/15
City Council Approval	4/21/15
Bid Award	4/22/15
Contracting	4/22/15 – 5/1/15
Construction	
Mobilize to Site; Set up Erosion Control, Grade Stockpile Areas(Weather Dependent)	5/11/15 – 5/22/15
Clear and Grub, Grade Top of Bluff for Working	5/26/15 – 6/19/15
Bluff Pull Back and Grade to 3:1	6/22/15 – 7/10/15
Place Capping Material along Top of Bluff – Prep Bike Path	7/13/15 – 8/14/15
Final Grading and Seeding	8/17/15 – 9/4/15
Place Asphalt Bike Path	9/8/15 – 9/18/15
Demobilization	9/21/15 – 9/25/15
Post-Construction Documentation Report	
Submit to Oak Creek for Review	10/23/2015
Final Report to WDNR	11//2015



February 25, 2015

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

**Re: Interim Remedial Action Plan Implementation Services for
North Lake Vista: Eastern Former Oak Creek Storage and Handling Site
Located at 9006 South 5th Avenue, Oak Creek, Wisconsin
BRRTS No. 02-41-562430; ENVIRON Proposal No. P21-15044**

Dear Mr. Peterson:

ENVIRON International Corporation (ENVIRON) is pleased to present this proposal providing the City of Oak Creek (the City) with engineering services to support implementation of the proposed Interim Remedial Action Plan (IRAP) on the eastern (City-owned) portion of the former Oak Creek Storage and Handling (OCSH) property located at 9006 South 5th Avenue in Oak Creek, Wisconsin (Site). This proposal describes the tasks needed to provide regulatory compliance, bid preparation, and construction oversight required to complete the relocation of contaminated soils at the top of the bluff and construction of a bike path, direct contact cover along the path, and fencing to allow safe public access to the Lake Vista north property.

Background

The former OCSH facility is part of a larger 250-acre Lake Vista development site being overseen by the City and managed by WISPARK, LLC. The OCSH Site was a former glue manufacturing facility and was partially demolished in anticipation of redevelopment. After the owner died, the Site was sold to WISPARK, LLC in 2012 and then subdivided with approximately 33 acres on the east side of the Site sold to the City. Planned future development activities on the eastern OCSH Site will be limited to storm water management, a perimeter path for non-motorized recreational use, and areas of native vegetation interspersed with park-like green space.

The Site was historically a manufacturing facility. Previous investigation activities identified the presence of several types of contamination on the Site. Specifically, several metals and selected polynuclear aromatic hydrocarbons (PAHs) are present in fill materials located intermittently on the eastern portions of the City-owned Site. There are limited groundwater impacts. Extensive investigations were completed by the previous owner under the State of Wisconsin's Voluntary Party Liability Exemption (VPLE) program. The VPLE committee has determined that the site investigation is complete and also approved the conceptual remedy that will include hot spot removal (as needed), placement of a direct contact cover over the Site, and groundwater monitoring.

ENVIRON's proposed activities are part of a long-term redevelopment plan for the entire Lake Vista area. The eastern portion of the former OCSH Site was purchased by the City in 2012 to complete a ribbon park along the top of the Lake Michigan bluff from Bender Park on the south to the South Shore Wastewater Treatment Plant property to the north. A preliminary development plan developed by SmithGroupJJR in late 2013 formed the basis for the bike/walking path location and to allow access to the lakefront property. This original plan incorporated a large constructed bioswale for storm water management that would divert runoff away from contaminated soils along the bluff and limit erosion of these materials. The costs for construction of the bioswale were to be

jointly funded by the City and a United States Environmental Protection Agency (USEPA) and Wisconsin Department of Natural Resources (WDNR) administered Ready for Reuse grant.

However, upon further review, the WDNR requested an alternative approach to site remediation that would more proactively address the contaminated soils along the top of the bluff. After additional investigation and geotechnical assessment, an IRAP was prepared that included excavation and relocation of the top 10 to 15 feet of soil along the bluff and reshaping of the excavated area to a 3:1 slope. The IRAP also included more extensive excavation and backfill of approximately 2,000 cubic yards of impacted fill materials that had been placed in an historic drainage swale above the existing storm sewer. Because the City is committed to providing public access to the lakefront property as soon as possible, the City Council requested that the bike/walking path be constructed concurrently with the soil relocation activities. The City also applied for and was awarded a small grant to offset some of the costs for construction of the trail. On October 6, 2014, the City Council approved a modified bike/walking path plan that focused their initial redevelopment funds on construction of the path and application of grant monies to relocating the contaminated bluff soils to specified areas further west of the lake, covering exposed soils along the path and then fencing the area to limit access to the undeveloped portions of the former OCSH property. The goal of the City is to complete this project by the end of 2015.

ENVIRON's proposal defines the activities needed to be completed to allow construction of the combined remediation/path project. All of the proposed tasks will need to be completed in close coordination with the City, especially the City Engineering department team members Sue Winnen and Mike Simmons. The paragraphs that follow provide a description of the estimated scope, cost, and schedule for completion of tasks needed to obtain regulatory approvals and required permits, meet grant requirements, bid the project, and oversee and document the environmental construction activities related to the project. Since many of the details of the project are yet to be completely defined, ENVIRON has proposed this work on a time and materials basis.

Project Objectives

The main objectives for the work described in this proposal are to:

1. Prepare preconstruction deliverables needed by the WDNR to allow construction of the bike path and relocation of top of bluff soils and maintain on-going communications to expedite the process.
2. Coordinate with the City to meet ongoing WDNR and grant requirements associated with construction.
3. Provide documents and support to bid the combined bluff pullback/soil relocation and path construction projects.
4. Oversee and document construction activities for the combined bluff pullback/soil relocation and path construction projects.

Scope of Work

Task 1: Prepare WDNR Required Pre-construction Documents

Specific Activities

An approved RAP for a project is a required condition as part of the Ready for Reuse grant funding. Since the proposed action is focused on addressing conditions along the bluff and then covering the far eastern portion of the City's property along the lake bluff rather than the entire site, an IRAP has been submitted for approval. The City Administrator approved completion of much of this task to allow budget development for presentation to the City Council. Thus, a portion of this

task has been completed under that authorization. After several meetings and multiple calls, the WDNR provided feedback that the basic approach presented in the IRAP is acceptable under Wisconsin Administrative Code (WAC) NR 700. However, they have recently requested additional supporting documents to allow them to complete the approval process. Specifically, these documents include the Water Resources Application for Project Permits (WRAPP) (equivalent to Notice of Intent [NOI]) for management of storm water and a formal letter request for exemption of certain soil relocation requirements under WAC NR 718.12. Much of this task was completed prior to final City Council approval of the redevelopment plan for 2015. The following activities are included in this task:

1. Preparation and submittal of modified IRAP based on multiple meetings and discussions with the WDNR, City, and ENVIRON (mostly completed).
2. Coordination with Dr. Tuncer Edil regarding the implications of bluff stability on the project approach and design (partially completed – Note: Dr. Edil has contracted separately with the City for his services).
3. Initial construction planning including conducting initial contractor visits to the site and refinement of the IRAP to incorporate their input (partially completed).
4. Preparation of the NOI (initiated).
5. Ongoing WDNR and Grant Administrator Interface – The relocation of soils as a means to limit erosion along Lake Michigan is a project activity that requires extensive interactions with numerous departments within and outside of the WDNR. These have included not only the oversight of the remediation by the Remediation and Redevelopment group and the wetlands and storm water management teams, but also interfacing with personnel from the Coastal Management program and the Office of Great Lakes. Thus, there have been and will be more interactions needed with these agencies. At a minimum, additional interactions will be needed with the WDNR Remediation and Redevelopment bureau staff involved in remedial oversight and grant administration. Other services will be provided as needed. If agency interface requirements exceed the proposed budget, the City will be informed and a change order will be prepared as needed.

Deliverables

1. Revised IRAP (submittal to the WDNR by February 26, 2015)
2. NOI Documentation (submittal to the WDNR by March 9, 2015)
3. Revised Project Schedule (completed)

Task 2: Bid Preparation, Construction Oversight and Documentation – Bluff Pullback/Soil Relocation

Tasks 3 and 4 have been separated so that the City can provide the necessary documentation of their matching expenditures for the Ready for Reuse Grant. The costs savings for concurrent construction activities have already been integrated into these costs. Specific activities that will be completed as part of this task are:

1. Preparation of Project Plans and Specifications – These plans will describe a performance based approach to bluff pullback. Activities to be completed include but are not limited to: site preparation including clearing and grubbing; performing pre- and post-construction surveys; completing soil excavation under the direction of ENVIRON; on-site transport and relocation of excavated soils; soil management and documentation for off-site disposal (if necessary); backfill, reshaping and revegetating the upper slope along the bluff; and implementing soil erosion control requirements and reseeding the soil pile.

2. Bidding/Contract Negotiation – A site visit will be arranged as appropriate to familiarize bidders with the site conditions.
3. Construction Oversight – ENVIRON will be on site as needed to oversee and check on the work. Part time oversight is planned for some of the site preparation and soil reshaping tasks. Fulltime environmental oversight is planned to direct the soil relocation activities. In-field efforts are required to assess the specific materials being removed and then properly direct soil to specified soil relocation areas, as well as ensure that storm water management activities are being properly implemented.
4. Preparation of Construction Documentation Report – A completion report documenting the actions taken during the Interim Remedial Action activities will be prepared. A single report will be developed for the entire soil relocation/trail project. This subtask provides a cost for those activities related to the soil relocation.
5. Communications /Interaction with the City and Contractors – In addition to routine tasks such as safety meetings, daily meetings and expected questions, additional communications will be needed for this site. ENVIRON expects that the high profile of the site and strong interest from the citizens will also generate an additional need for communication and coordination with the contractors in order to respond to the requests and issues.
6. Administration and Support – Contractor oversight and documentation of costs are included in this task. However, the costs for grant administration are not included. ENVIRON has assumed that the City will take the lead on completing the necessary documentation to obtain grant funding.

Task 3: Bid Preparation, Construction Oversight and Documentation – Capping and Trail Construction

1. Preparation of Project Plans and Specifications – These plans will provide details on the layout and construction requirements for the bike/walking trail and the direct contact cover placement along the sides of the trail. Activities to be competed for trail construction include but are not limited to: site preparation including additional grading and compaction; performing pre- and post-construction surveys; completing any required soil excavation and relocation under the direction of ENVIRON; on-site transport and relocation of any excavated soils; implementing soil erosion control requirements; and revegetating the cover soils along the path.
2. Bidding/Contract Negotiation – A site visit will be arranged as appropriate to familiarize bidders with the site conditions.
3. Construction Oversight – ENVIRON will be on site as needed to oversee and check on the work. Part time oversight is planned for much of this project. Fulltime environmental oversight will be needed to direct the any required soil excavation and relocation activities. In-field efforts are required to oversee the contractor activities; assess the specific materials being removed and then properly direct soil to specified soil relocation areas; and ensure that storm water management activities are being properly implemented.
4. Preparation of Construction Documentation Report – A completion report documenting the actions taken during the Interim Remedial Action activities will be prepared. A single report will be developed for the entire soil relocation/trail project. This subtask provides a cost for documenting those activities related to the combined direct contact cover components (i.e., the trail and adjacent soil cover).
5. Communications /Interaction with the City and Contractors – In addition to routine tasks such as safety meetings, daily meetings and expected questions, additional

communications will be needed for this site. ENVIRON expects that the high profile of the site and strong interest from the citizens will also generate an additional need for communication and coordination with the contractors in order to respond to the requests and issues.

6. Administration and Support – Contractor oversight and documentation of costs are included in this task. However, the costs for grant administration are not included. ENVIRON has assumed that the City will take the lead on completing the necessary documentation to obtain grant funding.

Project Team

Kathryn R. Huibregtse, PE, Principal in ENVIRON's Brookfield, Wisconsin office, will serve as Principal for the proposed scope of work. As Principal, Ms. Huibregtse will be responsible for overall project quality. James L. Hutchens, PE, Senior Manager in our Brookfield, Wisconsin office, will serve as Project Manager for the proposed scope of work. As Project Manager, Mr. Hutchens will lead the project activities, be responsible for project quality and completeness, and serve as the client contact. The project team will also consist of Abigail Wedig, Dave Markelz and additional project staff as needed from ENVIRON.

Schedule

ENVIRON is prepared to initiate the proposed scope of work upon acceptance of this proposal. At the direction of the City Administrator, some tasks have been previously initiated. The planned schedule for the work is attached to this proposal.

Cost Estimate and Reliance

ENVIRON proposes to undertake this assignment on a time and materials basis in accordance with our negotiated Terms and Conditions and using the rate structure attached. Based on the scope of work presented above, the estimated costs are summarized below.

Task	Labor	SubK and Expenses	Estimated Cost
Task 1: Prepare Revised Interim Remedial Action Plan, WDNR Required Pre-construction Documents and Ongoing WDNR and Grant Administrator Interface	\$65,900	\$10,300*	\$76,200
Task 2: Bid Preparation, Construction Oversight and Documentation – Bluff Pullback/Soil Relocation	\$86,900	\$7,700	\$94,600
Task 3: Bid Preparation, Construction Oversight and Documentation – Capping and Trail Construction	\$70,900	\$5,800	\$76,700
Total	\$223,700	\$23,800	\$247,500

Note: * Includes WDNR fees that will be paid by ENVIRON and reimbursed by the City at cost.

If tasks beyond the proposed scope of work are identified as necessary during the performance of these activities, ENVIRON will provide the City with a separate cost estimate for approval.

Conditions of Service

The work will be performed according to the contract terms between the City and ENVIRON and applying the rate schedule attached to this proposal.

Site Conditions

The Site is located in Oak Creek, Wisconsin, and is comprised of a vegetated area with a small structure associated with the Milwaukee Metropolitan Sewerage District easement.


Client Furnished Services

- ENVIRON will be provided with unrestricted access to the Site.
- No sampling or analytical activities are planned under this contract.
- City will complete forms required for grant administration.

We look forward to working with you. If you have any questions or need further information, please contact Kathy at 262-901-0082 or Jim at 262-901-0095. If the foregoing terms are acceptable, please have the person responsible for payments sign below and return this proposal to ENVIRON. Thank you.

Sincerely,

ENVIRON International Corporation


 Kathryn R. Huibregtse, PE
 Principal


 James L. Hutchens, PE
 Senior Manager

ENVIRON Proposal, dated February 25, 2015 for Interim Remedial Action Plan Implementation Services for North Lake Vista: Eastern Former Oak Creek Storage and Handling Site Located at 9006 South 5th Avenue, Oak Creek, Wisconsin

Accepted and Agreed to:

City of Oak Creek

By: _____

Title: _____

Date: _____

**TERMS AND CONDITIONS BETWEEN THE CITY OF OAK CREEK
AND ENVIRON INTERNATIONAL CORPORATION**

ENVIRON International Corporation, a Virginia corporation, ("ENVIRON") agrees to provide professional services under the following Terms and Conditions:

1. **Fees:** ENVIRON bills for its services on a time and materials basis using standard hourly rates. If requested, we will provide an estimate of the fees for a particular task, and we will not exceed that estimate without prior Client approval. For deposition and testimony we charge premium hourly rates. In certain circumstances we will undertake an assignment on a fixed fee basis if the requirements can be clearly defined.

2. **Invoicing:** ENVIRON bills its clients on a monthly basis using a standard invoice format. This format provides for a description of work performed and a summary of professional fees, expenses, and communication and reproduction charges. For more detailed invoicing requests, ENVIRON reserves the right to charge for invoice preparation time by staff members.

3. **Payment:** ENVIRON bills are payable UPON RECEIPT. We reserve the right to assess a late charge of 1.0 percent per month for any amounts not paid within 30 days of the billing date. We also reserve the right to stop work or withhold work product if invoices remain unpaid for more than 60 days past the billing date. If our work relates to a business transaction, we expect to be paid in a timely fashion, without regard to whether or when the transaction closes. If we are required to take legal action to have our invoices paid and we win in court, Client agrees to pay our costs, including reasonable legal fees.

4. **Subcontractors:** ENVIRON has a policy that its Clients should directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters). As a service to you, we will advise you with respect to selecting other such contractors and will assist you in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors you may hire. When ENVIRON engages a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus 15 percent. By engaging us to perform these services, you agree to indemnify, defend and hold ENVIRON, its directors, officers, employees, and other agents harmless from and against any claims, demands, judgment, obligations, liabilities and costs (including reasonable attorneys' and expert fees) relating in any way to the performance or non-performance of work by another contractor, except claims for personal injury or property damage to the extent caused by the negligence or willful misconduct of ENVIRON's employees.

5. **Reimbursable Expenses:** Project-related expenses including travel, priority mail, overnight delivery, outside reproduction and courier services will be billed at cost plus 15 percent. The use of company-owned cars, trucks, and vans will be charged at \$125 per day. The use of company-owned equipment and protective clothing will be billed in accordance with our standard fee schedule. The cost of project-related communications, to include in-house telephone, facsimile, postage, and reproduction, computers, data compilation, and CADD will be charged at a total of 6 percent of the total labor charges.

6. **Access and Information:** Client agrees to grant or obtain for ENVIRON reasonable access to any sites to be investigated as part of ENVIRON's scope of work. Client also agrees to indicate to ENVIRON the boundary lines of the site and the location of any underground

structures, including tanks, piping, water, telephone, electric, gas, sewer, and other utility lines. Client agrees to notify ENVIRON of any hazardous site conditions or hazardous materials, about which Client has knowledge and to which ENVIRON's employees or contractors may be exposed while performing services on behalf of Client, including providing copies of relevant Material Safety Data Sheets. Client also shall make available to ENVIRON all information within its control necessary to allow ENVIRON to perform its services and agrees to comply with reasonable requests by ENVIRON for clarification or additional information. Client shall be responsible for the accuracy of this information. ENVIRON shall not be responsible for any damage to underground structures or utilities to the extent such damage was caused by incomplete or inaccurate information provided to us by the client or other party. Client agrees to make ENVIRON aware of any unsafe conditions at any project site about which Client has knowledge.

7. Reporting Requirements: Client may be required under federal, state or local statutes or regulations to report the results of ENVIRON's services to appropriate regulatory agencies. ENVIRON is not responsible for advising Client about its reporting obligations and Client agrees that it shall be responsible for all reporting, unless ENVIRON has an independent duty to report under applicable law. In those situations, ENVIRON will provide Client with advance notice that ENVIRON believes that it has an obligation to report as well as the substance of the report it intends to make.

8. RCRA Compliance: Client shall be responsible for complying with the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. ("RCRA") and its implementing regulations in connection with ENVIRON's work under this Agreement. Client may request ENVIRON's assistance in meeting its RCRA and other similar waste management obligations, including analytical testing to assist Client in proper characterization of waste, identifying potential transporters and disposal facilities for waste (provided that Client shall make the final selection of both the transporter and disposal facility), entering into subcontracts or purchase order arrangements with the transporters and/or disposal facilities selected by Client, and preparing manifests for the Client's approval and execution. Client agrees that, by virtue of providing these services, ENVIRON shall not be deemed a "generator" or a party who "arranges" for the "transportation," "treatment" or "disposal" of any "hazardous waste" or "hazardous substance" (as those terms are defined in the Comprehensive Environmental Response Compensation and Liability Act or "CERCLA", 42 U.S.C. Section 9601). Client agrees to indemnify, defend and hold ENVIRON, its directors, officers, employees and agents, harmless from and against any and all claims, demands, judgments, obligations, liabilities, any costs (including reasonable attorneys' and expert fees) relating to: (1) ENVIRON'S work in assisting Client with its RCRA obligations; and (2) the transportation, treatment, and disposal of hazardous substances or hazardous waste generated by the field activities conducted for Client.

9. Confidentiality: We treat all information obtained from Clients, not otherwise previously known to us as confidential, unless such information comes into the public domain through no fault of ours, or is furnished to us by a third party who is under no obligation to keep the information confidential. If we are subpoenaed to disclose confidential information obtained from you or about our work for you, we will give you reasonable notice and the opportunity to object before releasing any confidential information.

10. Independent Contractor: Client agrees that ENVIRON is acting as an independent contractor and shall retain responsibility for and control over the means for performing its services. Nothing in these Terms and Conditions shall be construed to make ENVIRON or any of its officers, employees or agents, an employee or agent of Client.

11. Standard of Care: In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services in the same geographic area. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. ENVIRON makes no other warranty or representation, either express or implied, with respect to its services. Estimates of cost, recommendations and opinions are made on the basis of our experience and professional judgment; they are not guarantees. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered.

Client recognizes that there may be hazardous conditions at sites to be investigated as part of ENVIRON's work. Client acknowledges that ENVIRON has neither created nor contributed to the existence of any hazardous, toxic or otherwise dangerous substance or condition at the site(s) which are covered by ENVIRON's work. Client also recognizes that some investigative procedures may carry the risk of release or dispersal of pre-existing contamination, even when exercising due care. Client releases ENVIRON from any claim (including claims under CERCLA or state law) that it is an "operator" of any site where it performs work for Client or a "generator" or a party who "arranges" for the "transportation," "treatment" or "disposal" of any "hazardous substance" (as those terms are defined in CERCLA), by virtue of its work for Client at any site.

12. Insurance: ENVIRON shall maintain the following insurance coverage while it performs the work described in Exhibit "A:" (1) statutory Workers Compensation and Employer's Liability Coverage; (2) General Liability for bodily injury and property damage of \$1,000,000 aggregate; (3) Automobile Liability with \$1,000,000 combined single limit; and (4) Professional Liability and Contractor's Pollution Liability with a combined single limit of \$1,000,000 per claim and in the aggregate. If Client desires additional insurance or special endorsements, premiums associated with that coverage would be considered a reimbursable expense. Upon request, we will provide you with a certificate of insurance.

13. Third Parties: ENVIRON's services are solely for Client's benefit and may not be relied upon by any third party without ENVIRON's express written consent. Any use or dissemination of ENVIRON work products (including ENVIRON reports), without the written consent of ENVIRON, shall be at Client's risk and Client shall indemnify and defend ENVIRON from any and all claims, demands, judgments, liabilities and costs (including reasonable attorneys' and expert fees), related to the unauthorized use or dissemination of ENVIRON's work. Client also agrees to be solely responsible for and to defend, indemnify, and hold ENVIRON harmless from and against any and all claims, demands, judgments, liabilities and costs (including reasonable attorneys' and expert fees), asserted by third parties arising out of or in any way related to our performance or non-performance of services, except for claims of personal injury or property damage to the extent caused by the negligence or willful misconduct of ENVIRON's employees.

14. Indemnification: ENVIRON agrees to indemnify, defend, and hold harmless Client and its agents, officers, directors, and employees from and against those claims, suits, damages, or losses incurred by Client, to the extent that such damages or losses are directly caused by the negligent acts or willful misconduct of ENVIRON or its agents, officers, directors, or employees. This Agreement to indemnify, defend, and hold harmless shall not extend to any suits, claims, damages, or losses caused by the acts, omissions, or conduct of Client or any other person.

15. Limitation of Liability: ENVIRON shall be liable only for direct damages that result from ENVIRON's negligence or willful misconduct in the performance of its services. UNDER NO

CIRCUMSTANCES SHALL ENVIRON BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER LAW OR CONTRACT. ENVIRON shall not be liable for and Client shall indemnify ENVIRON from and against all claims, demands, liabilities and costs (including attorneys' and expert fees) resulting from on-site activities except to the extent caused by ENVIRON's negligence or willful misconduct. In no event shall our liability exceed the amount paid to us by you for our professional services (net of reimbursable expenses) and Client specifically releases ENVIRON for any damages, claims, liabilities and costs in excess of that amount.

16. Termination: This Agreement may be terminated by either party upon ten (10) days written notice to the other. If Client terminates the Agreement, Client agrees to pay ENVIRON for all services performed until the effective date of the termination. Client's obligations under Paragraphs 3, 4, 8, 9, 11, 13, and 14 shall survive termination of this Agreement and/or completion of the services hereunder.

17. Disputes: All disputes under this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association. If our personnel or documents are subpoenaed for depositions or court appearance in any dispute related to the project (except disputes between ENVIRON and Client related to our services), Client agrees to reimburse us at our then current billing rates for responding to those subpoenas, including out-of-pocket reimbursable expenses.

18. Scope of Agreement: Once Client has signed ENVIRON's proposal, that proposal and these Terms and Conditions shall constitute the complete and exclusive Agreement between the parties and will supersede all prior or contemporaneous agreements, whether written or oral. No provision of these Terms and Conditions may be waived, altered or modified except in writing and signed by ENVIRON. Client may use standard business forms, such as purchase orders, for convenience only; any provision on those forms that conflict with these Terms and Conditions shall not apply.

19. Nonsolicitation: Both ENVIRON and Client agree during the term of this Agreement and for 12 months following its termination for any reason, neither party will solicit for employment, or hire as an employee or contractor, any personnel of the other party involved in the performance of services to the Company.

**ENVIRON International Corporation
2011 Rate Schedule**

**City of Oak Creek
(US\$)**

	Rate
Principal	201
Principal Consultant	201
Manager 10	187
Manager 9	172
Manager 8	157
Sr. Assoc. 7	139
Sr. Assoc. 6B	120
Assoc. 6	105
Assoc. 5	93
Assoc. 4	83
Assoc. 3	72
Drafting	72
Support	83

City of Oak Creek Common Council Report

Meeting Date: March 17, 2015

Item No.: 8

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

Background: Of note are the following payments:

1. \$14,681.00 to Arlington Computer Products (pg #2) for computer equipment.
2. \$9,500.00 to Aurora Health Care (pg #3) for Roszina disability case.
3. \$163,662.50 to BCF Construction Corp. (pg #3) for Weatherly Drive box culverts contract payment.
4. \$57,929.87 to Benistar/UA-6803 (pg #3) for April retiree Medicare supplement.
5. \$8,391.00 to Buelow Vetter Buikema Olson (pg #4) for February police/fire negotiations/discipline/disability and other personnel matters.
6. \$46,176.61 to A Compass Minerals Company (pg #5) for road salt.
7. \$39,287.90 to Environ (pg #6) for Lake Vista pre-design services for August thru December and consulting services thru January.
8. \$18,533.17 to City of Franklin (pg #7) for July through November South 27th street project services.
9. \$35,223.20 to Core BTS, Inc. (pg #9) for fiber optic project.
10. \$35,203.08 to JPMorgan Chase Bank NA (pgs #10-15) for travel/training, vehicle/equipment maintenance, dues/publications, annual license fees, January Verizon charges, street lighting supplies, office supplies, books, publications/legal notices medical/safety supplies, and police equipment.
11. \$6,830.85 to Minnesota Life Insurance Company (pgs #17-18) for group life insurance.
12. \$33,249.68 to Oak Creek Water & Sewer Utility (pg #19) for water/sewer and Puetz Road Frontage costs.
13. \$6,093.28 to Rinka Chung Architecture, Inc. (pg #20) for Lake Vista architectural services.
14. \$10,660.50 to R.A. Smith National (pg #21) for December Drexel Town Square services.
15. \$50,605.29 to SmithgroupJJR (pg #21) for Lake Vista redevelopment planning, programming, and conceptual design.
16. \$10,330.00 to Tyler Technologies, Inc. (pg #23) for assessment consulting services contract payment.
17. \$13,139.98 to Wheaton Franciscan Medical Grp (pg #23) for January clinic services.
18. \$8,682.01 to WE Energies (pg #24) for street lighting.
19. \$19,397.70 to World Fuel Services, Inc. (pg #24) for fuel inventory.

Fiscal Impact: Total claims paid of \$652,263.17.

Prepared by/Fiscal Review by:

Respectfully submitted,


Bridget M. Souffrant, CMTW
Finance Director/Comptroller


Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: March 17, 2015

Item No.: 9

Recommendation: That the Common Council adopts Resolution No. 11600-031715, a resolution accepting the 2014 Annual Report for Oak Creek's WPDES Storm Water (NR 216) permit.

Background: The City is required to submit an annual report to the Wisconsin Department of Natural Resources summarizing the status of implementation of storm water management programs and compliance with schedules outlined in Oak Creek's NR 216 permit. Oak Creek was initially issued a permit in 2000 and reissued permits in 2006 and 2013. The permit requirements are water-quality based.

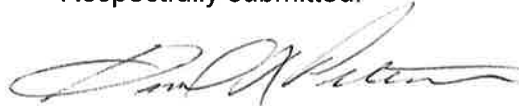
Fiscal Impact: None.

Prepared by:



Philip J. Beiermeister, P.E.
Environmental Design Engineer

Respectfully submitted:



Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11600-031715

BY: _____

**RESOLUTION ACCEPTING THE 2014 ANNUAL REPORT FOR
OAK CREEK'S WPDES STORM WATER (NR 216) PERMIT**

WHEREAS, the City of Oak Creek is required to prepare and submit an annual report for compliance with Oak Creek's WPDES Storm Water (NR 216) permit to the Wisconsin Department of Natural Resources; and

WHEREAS, the annual report outlines Oak Creek's status of implementation of storm water management programs and compliance with schedules contained in the permit.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Oak Creek that the 2014 Annual Report for Oak Creek's WPDES storm water (NR 216) permit has been reviewed and accepted.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of March, 2015.

Passed and adopted this 17th day of March, 2015.

President, Common Council

Approved this 17th day of March, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



OAKCREEK
— WISCONSIN —

NR 216

2014 Annual Report

City of Oak Creek
WPDES Permit No. WI-S049905-3

Annual Report Contents

- A. Status of implementing the storm water management program and compliance with schedules.
- B. Updated storm sewer system map including new outfalls and structural controls.
- C. Summary describing the number and nature of enforcement actions, inspections, public education programs, spill responses and any other activity in the storm water management program that have measurable results.
- D. Summary of revisions to the storm water management program.
- E. Proposed revisions to the storm water management program.
- F. Summary of the monitoring data required in Section D.
- G. Proposed revisions to the storm water monitoring program.
- H. Summary of the pollutant loading calculations.
- I. Summary of the assessment of controls required in Section F.
- J. Fiscal analysis which includes expenditures from previous year and budget for current year.
- K. Identification of water quality improvements or degradation.
- L. Program proposals.

I. City of Oak Creek Management Program

(a) Source area controls and structural best management practices.

A. Catch Basins

The City's catch basin cleaning program was implemented in March, 2001. City owned inlets and catch basins were inspected in the spring and fall of 2014, both for structural maintenance and cleaning needs. A total of 3,276 catch basin inspections were conducted in the 2014 cleaning program resulting in the removal of 14.5 tons (29,000 pounds) of sediment. This was an increase from 2013 (8 tons). All removed sediment was disposed of at the Waste Management Metro landfill in Franklin. The 2014 program continued using a GIS based inspection, maintenance and record keeping system.

B. Sweeping of Streets with Curb

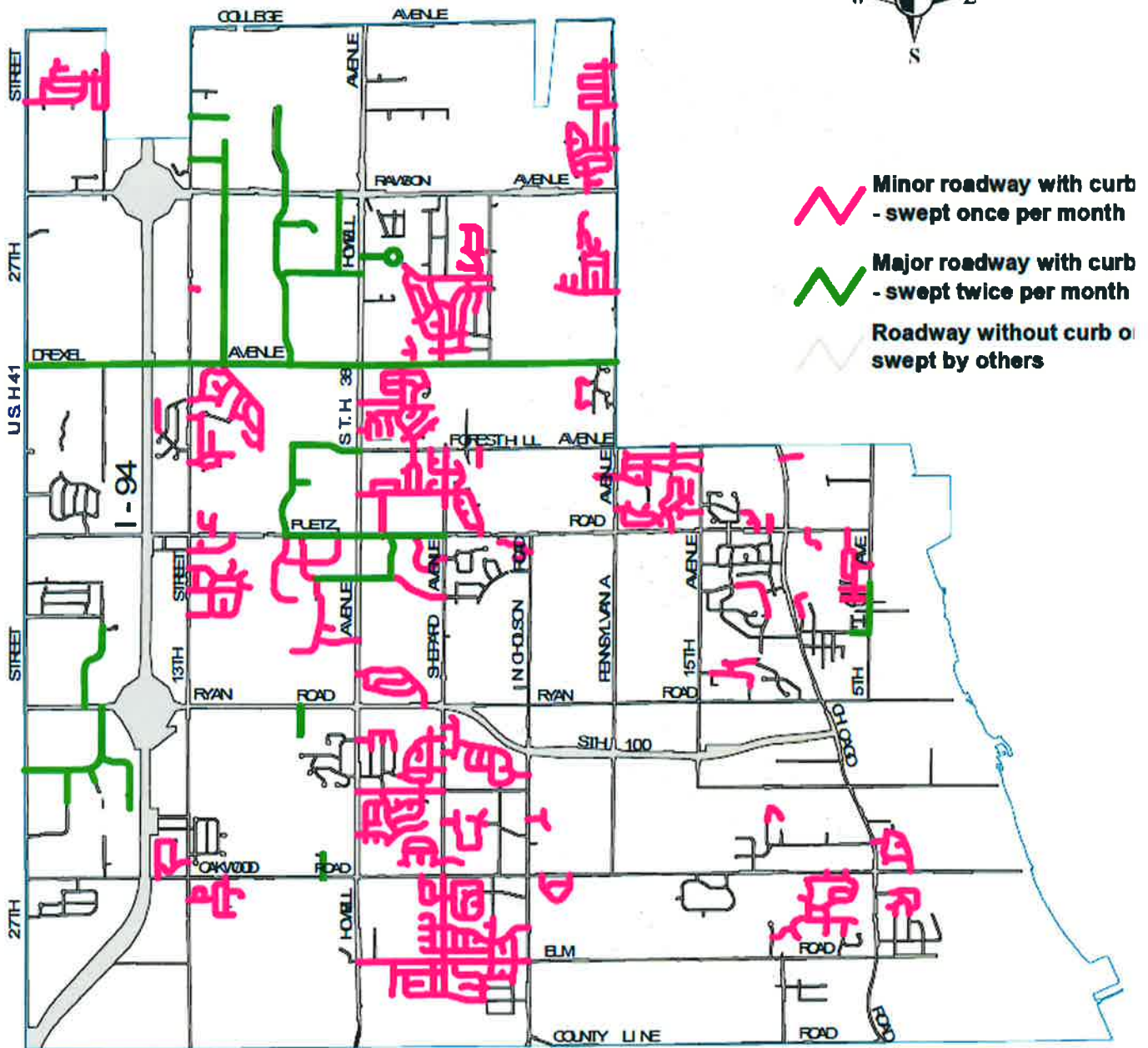
The City continued to follow the approved street sweeping schedule in 2014. Major city curbed roadways were swept twice per month and minor city curbed roadways were swept once per month. Sweeping operations began at the end of March and were suspended in mid November for the winter. The figure entitled "City of Oak Creek Street Sweeping" shows the location and proposed schedule for the streets included in the City's street sweeping program.

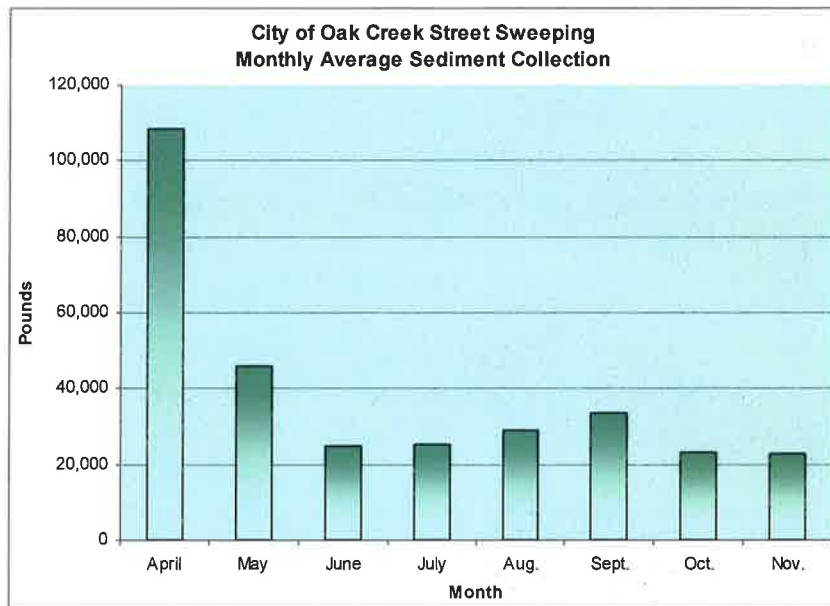
The frequency of street sweeping remained the same between 2013 and 2014. Between 2013 and 2014 sediment collection increased from 197.63 tons (395,260 pounds) to 397.15 tons (794,300 pounds). The sediment collected in March and April accounted for over 160,000 pounds due to above normal amount of snowfall events resulting in increased sand use in snow plowing operations.

Leave collection at the recycling yard totaled 825 cubic yards. The collected sediment and leaves were disposed of at the Waste Management Metro landfill in Franklin.

The following chart shows Oak Creek's historical trend for sweepings collected on a monthly basis.

CITY OF OAK CREEK 2014 STREET SWEEPING





C. Structural Control Maintenance

City owned detention basins and swales are mowed three to five times a year depending on conditions. Cut material is removed if there was significant growth between mowing.

The City currently owns eleven detention basins. Three of the detention basins are located at the Oak Creek Street Department (800 W. Puetz Road), two are located at Abendschein Park (1900 E. Drexel Avenue), and the other basins are located at 2309 W. Drexel Avenue, 10101 S. Shepard Avenue (Shepard Hills), 7000 S. 6th Street (fire station), 301 W. Ryan Road (police station), 3480 E. Puetz Road (Lake Forest) and David Lane extended (South of Twin Oaks Drive). The basins were inspected three times for proper operation and sediment buildup in 2013.

The City of Oak Creek also inspects the regional detention basin at the southeast corner of I-94 and W. College Avenue in accordance with an intergovernmental agreement between the Wisconsin Department of Transportation, Milwaukee County and Oak Creek.

The basin at 10101 S. Shepard Avenue was converted to a regional storm water quality and quantity facility in 2003. The slopes were planted with native prairie plants which are mowed or burned once annually.

Routine maintenance (mowing, removal of litter and branches, spot reseeding, minor erosion, etc.) was done on all the detention basins and drainage swales. Fifteen cubic yards of sediment were removed in 2014.

D. Roadway Maintenance

Salt is applied to roadways when they become slippery. A full-scale plow operation will begin if the snow continues. Additional salt will be applied at the conclusion of the plowing

operation if there are cold or falling temperatures. All road salt is stored in a fully enclosed storage building located at 800 W. Puetz Rd.

The above normal number of snowfall events in 2014 resulted in more salt being used. A higher sand to salt ratio was used due to the depleted salt supply.

(b) Discharges from areas of new development and redevelopment after construction is completed.

The Oak Creek Municipal Code requires an 80% removal of total suspended solids on developments creating 0.5 acres or more of impervious area.

The Oak Creek Municipal Code was amended in September, 2004 to incorporate the performance standards contained in NR 151. Developments creating 0.5 acres or more of impervious area are subject to requirements relating to infiltration, protective areas and fueling and vehicle maintenance areas. A copy of the adopted ordinance was submitted to the DNR in October, 2004.

Two storm water management permits were issued in 2014. These permits covered a total of 127 acres of new development within the City.

(c) Assessment of water quality impacts from flood management projects.

Assessments are made on each individual project. Water quality components are implemented into the designs where it is feasible. The E. Puetz Road to E. Forest Hill Avenue drainage improvement project incorporated some slope stabilization practices. The project was primarily within railroad right-of-way which limited the measures that could be implemented.

(d) Evaluation of the feasibility of retrofitting City owned structural flood control devices to provide pollutant removal from storm water.

Each of the City owned detention basins were evaluated to determine the feasibility of retrofitting them for water quality purposes. It was previously recommended that the basins located at 10101 S. Shepard Avenue and 3480 E. Puetz Road be retrofitted for water quality. The basin at 10101 S. Shepard Avenue was retrofitted for both water quality and quantity in 2003. Retrofitting the basin located at David Lane Extended is not recommended if the downstream regional wetland treatment system is implemented. Retrofitting the basin at 7000 S. 6th Street is not recommended because it would serve a very small tributary area.

(e) Implementation of a program to promote the management of streambanks and shorelines by riparian landowners to minimize erosion, and restore or enhance the ecological values of waterways.

The City utilizes the Education and Information program described in Section V of this report to promote the management of streambanks and shorelines by riparian landowners to minimize erosion, and restore or enhance the ecological values of waterways. This program includes periodic articles in the local newsletter and provides educational literature available to the public at City Hall and the public library.

A stabilization project for the bluffs along Lake Michigan is currently under design and anticipated to be constructed in 2015.

II. Illicit Connection/Discharge Program

The illicit connection/discharge program proposal was approved by the DNR on September 8, 2003. This program includes all storm sewer outfalls 36 inches or larger. Initial field screening for the storm sewer outfalls began in 2004.

The outfalls were screened and categorized as primary (screened every six months), secondary (screened each year) or non-critical (screened every five years). The following table illustrates the criteria used to categorize the outfalls based on the field screening results:

Category:	Non-Critical	Non-Critical	Secondary	Secondary	Secondary	Primary	Primary	Primary	Primary
Visual observations (abnormal vegetation, residue or structural damage present)	No	No	No	Yes	Yes	Yes	No	No	Yes
Dry weather flow present	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
Field Screening (odor, turbidity, color or surface scum present)	No	No	Yes	No	No	Yes	No	Yes	Yes
Field analysis (tests positive for detergents, chlorine, copper, phenols or pH)	NA	No	No	NA	No	No	Yes	Yes	Yes

The outfall categories and locations for this program are illustrated in the attached figure. The 2014 screenings resulted in one outfall being categorized as secondary.

The City did not receive any reports of illicit discharges in 2014.

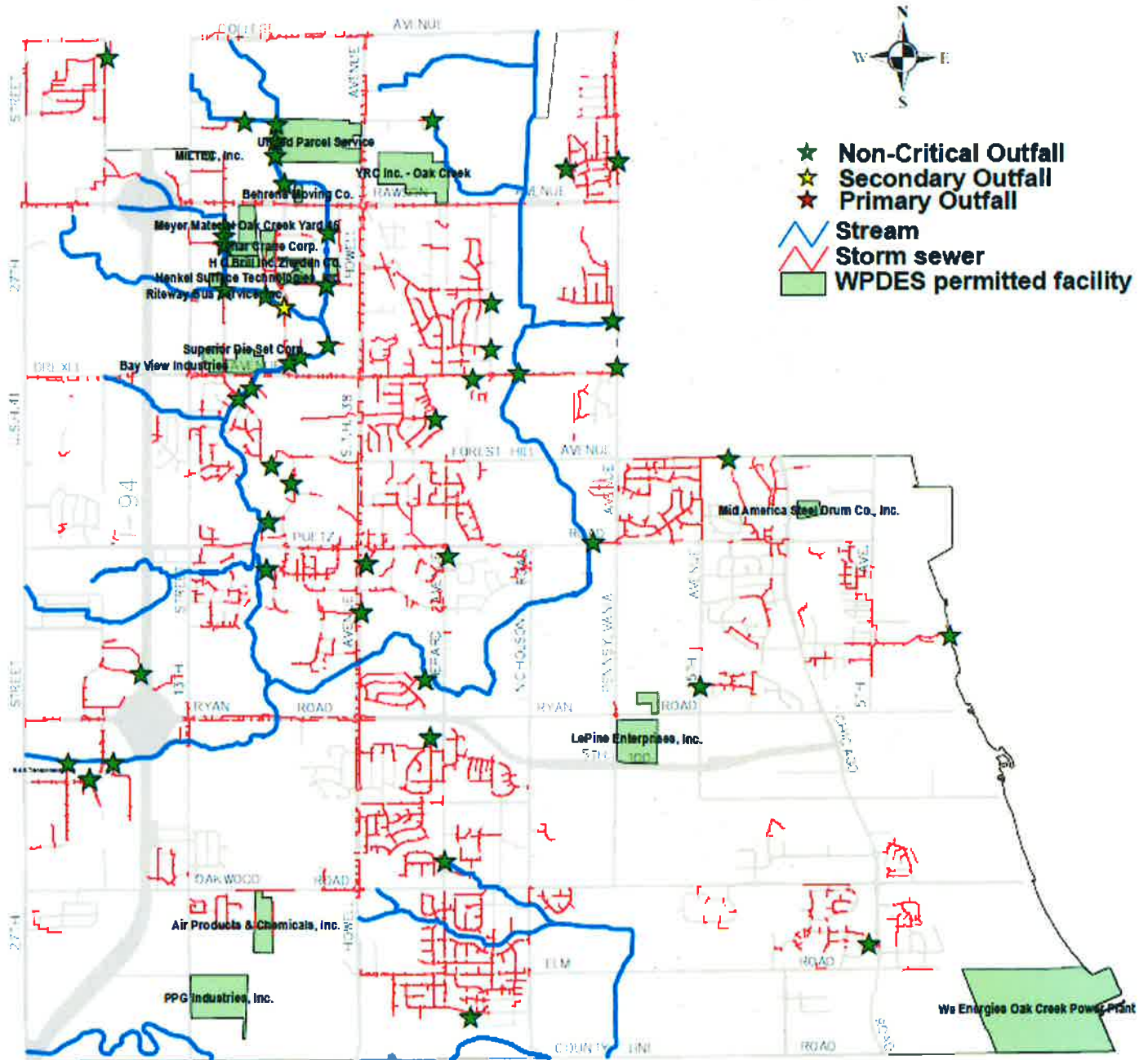
III. Industrial/High Risk Runoff Program

The proposed Industrial/High Risk Runoff program proposal was approved by the DNR on September 8, 2003. This program includes all storm sewer outfalls larger than 18 inches in critical basins identified in Oak Creek's Storm Water Management Master Plan. Because this program is similar to the illicit connection/discharge program, both programs were combined into one program.

IV. Construction Site Runoff

The City reduces pollutants in storm water runoff from construction sites by enforcing the City's erosion control ordinance. The building inspection department has enforcement over individual buildings and the engineering division reviews all erosion control plans and has enforcement over subdivisions and public works projects. Building inspection first post the site with a notice of erosion control violations giving the owner a specified time to correct the situation. If the owner does not comply within the specified time period, a stop work order is imposed. Further non-compliance will result in the issuance of a citation. The building inspection department did not issue any citations and one stop work orders in 2014. The engineering department sent out one erosion control compliance related letter and about 15 emails in 2014.

CITY OF OAK CREEK ILLICIT DISCHARGE PROGRAM OUTFALLS 2014



V. Public Education and Outreach Program

Oak Creek joined the Southeast Wisconsin Clean Water Network in 2009. The Network called Keep Our Waters Clean, is comprised of 17 municipalities and is designed to satisfy the education and outreach activities required by the NR 216 storm water quality permit. This consolidated effort enables a more efficient and effective information and education program.

The 2014 Public Education and Outreach Program included the following components that correspond to the conditions of the reissued NR 216 permit:

The City publishes a local newsletter called the Acorn that is mailed to the city residents three times each year (Winter-Spring, Summer and Fall) and available at City Hall and the public library. The following storm water related articles were published in 2014:

- Water Friendly Landscaping
- Want to Save Money on Yard Care?
- Storm Water Trees

The following summary report from Keeps Our Waters Clean is a synopsis of their 2014 activities.



**Respect Our Waters
Paid Media Summary Report
December 15, 2014**

Media expenditure = \$75,000

Estimated total value = \$230,110

Estimated 1.5 million adults were exposed to advertising

- **WITI Television Schedule**
 - June 2, 2014 through September 28, 2014 (17 weeks)
 - Spot lengths: :30 & :15
 - Demo: Adults 25+
 - Total GRPs: 1,805
 - Estimated market reach = 86.8%
 - Estimated average frequency = 20.6x
 - Total spots: 777

- **Online**
 - June 2, 2014 through September 28, 2014 (17 weeks)
 - Fox6Now.com: Display, Mobile, and Pre-Roll video ads
 - Total impressions delivered: 1,050,199
 - Clicks: 9,495
 - Overall click-thru rate: 0.90%
 - Mobile ads had click-thru rate of 0.96%
 - Pre-Roll video ads had click-thru rate of 2.99%

- **Event Partnership**
 - June 21-22, 2014
 - Full Page, 4-color print ad and booth/exhibit space at event
 - Unfortunately, both event dates were canceled due to extreme fog/rain this year. It is estimated that most program booklets were handed out to people waiting until the show was officially canceled. (Show was delayed several times until the official announcement was made each day.)



**Respect Our Waters
Public Relations Coverage Report
12/15/14**

Public Relations Summary

- \$60,834 in estimated advertising value
- Concentration of TV exposure with 11 feature stories and interviews
 - Established excellent relationship with Chris Gloninger from Channel 12 who is interested in environmental stories
- Sustained media coverage end of May through beginning of October
- Coverage throughout southeastern Wisconsin

Public Relations Detailed Coverage

- Fox 6, Real Milwaukee, Oct. 1, 9 a.m. hour
 - Feature story by Chip Brewster on Respect Our Waters school program and rain barrel painting
- Channel 12, 6 p.m. News, Sept. 30
 - Feature story by Chris Gloninger on Milwaukee River revitalization work, extension of riverwalk
- Channel 12, 5 p.m. News, Sept. 17
 - Feature story by Chris Gloninger on Root River invasive species removal and bluff stabilization program with AmeriCorps crew

- Fox 6, Weekend WakeUp News, Sept. 14, 8 a.m. hour
 - In-studio interview with Bret Lemoine on fall actions to help our lakes and rivers
- Channel 12, 6 p.m. News, August 26
 - [Feature story](#) by Chris Gloninger on permeable pavers at Greenfield City Hall and impact on the nearby Honey Creek
- Channel 12, 10:30 p.m. News, August 26
 - [Feature story](#) by Chris Gloninger on permeable pavers at Greenfield City Hall and impact on the nearby Honey Creek
- Fox 6, Weekend WakeUp News, Aug. 10, 8 a.m. hour
 - In-studio interview with Bret Lemoine on household do's and don'ts to protect our waters
- Fox 6, 5 p.m. News, Aug. 6
 - [Feature story](#) by Laura Langemo on containing stormwater runoff with residential rain gardens and rain barrels
- Fox 6, 9 p.m. News, Aug. 6
 - [Feature story](#) by Laura Langemo on containing stormwater runoff with residential rain gardens and rain barrels
- 94.5 Lake FM, Aug. 3, 7 a.m.
 - 13-minute interview with Allison Thielen on value of our waterways and actions residents can take to help keep our water resources clean and healthy
- Greenfield Patch, July 1
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take
- Mount Pleasant-Sturtevant Patch, July 1
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take

- Oak Creek Patch, July 1
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take
- Greendale Patch, July 1
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take
- Caledonia Patch, July 1
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take
- Fox 6, 5:30 p.m. News, June 20
 - [Feature story](#) and live report from Derica Williams on Milwaukee Riverkeepers' work with Sable to sniff out human sewage in stormwater system
- Menomonee Falls Patch, June 18
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take
- Fox Point-Bayside Patch, June 18
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take
- Whitefish Bay Patch, June 18
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take
- Shorewood Patch, June 18
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take
- Greendale Patch, June 18
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take

- Oak Creek Patch, June 18
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take
- Wauwatosa Patch, June 18
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take
- Greenfield Patch, June 18
 - Local announcement that Respect Our Waters will be at an upcoming community event along with list of actions residents can take
- Fox 6, Real Milwaukee, May 29, 9 a.m. hour
 - [Feature story](#) by Chip Brewster on the Respect Our Waters campaign, actions residents can take and two new ads focused on rain barrels and stormsewer dumping

VI. Spills Program

The City of Oak Creek is part of the area served by the Milwaukee County Hazardous Response Team. The Fire Department logged 2 Hazmat incidents in the year 2014 which had the potential to impact storm water quality. None of the incidents resulted in a direct release into surface water. The following is a summary of the reported spills:

- Two spill incidents of diesel fuel totaling approximately 130 gallons.

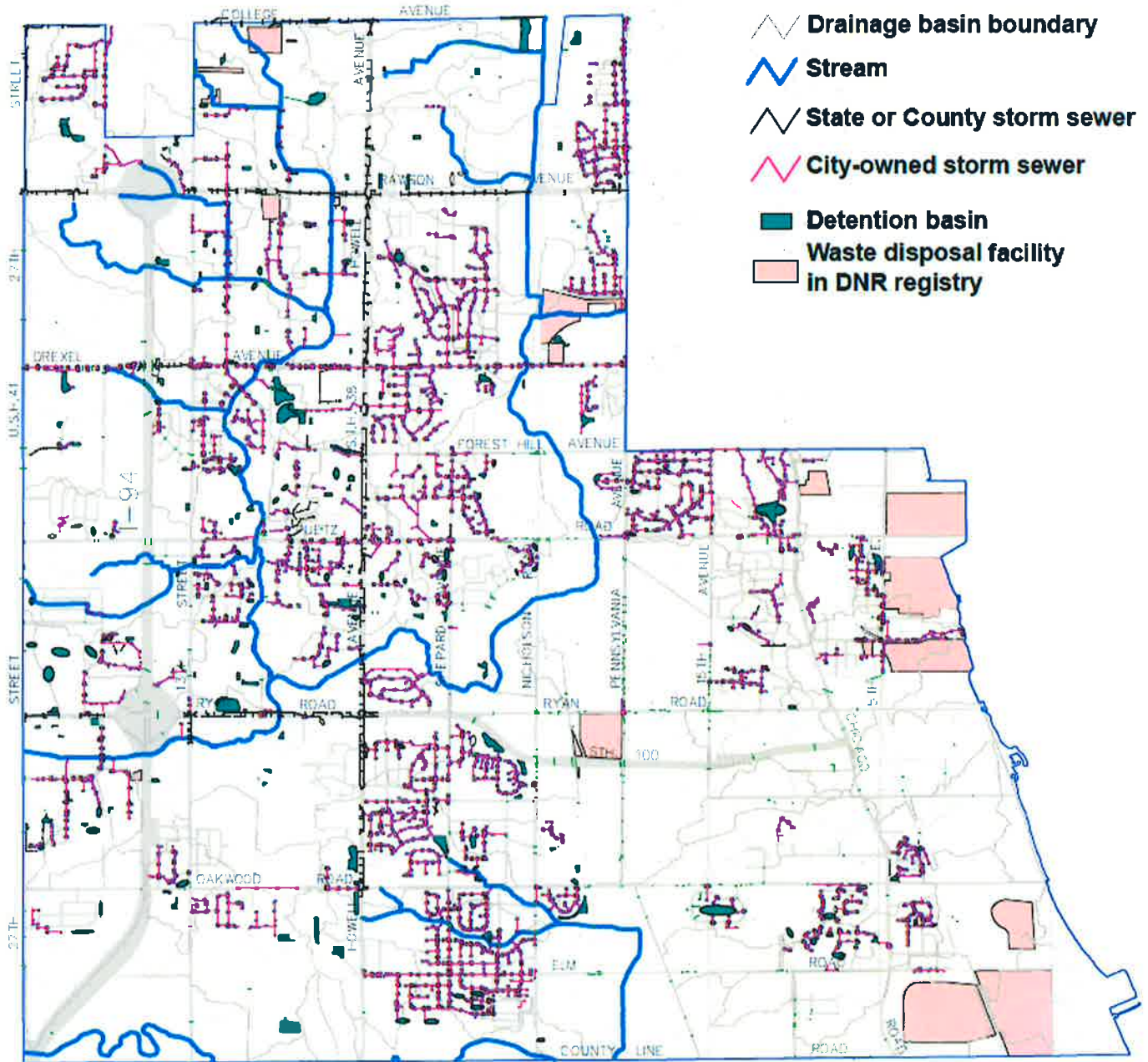
VII. Program Revisions

None.

B. Updated storm sewer system map including new outfalls and structural controls.

Please see attached maps.

CITY OF OAK CREEK DRAINAGE MAP



C. Summary describing the number and nature of enforcement actions, inspections, public education programs, spill responses and any other activity in the storm water management program that have measurable results

C. Summary of Activities in the Storm Water Management Program

Activities	2010	2011	2012	2013	2014
Erosion Control Permits Issued	55	68	53	38	51
Erosion Control Citations Issued	0 ¹	0 ¹	0 ¹	0 ¹	0 ¹
Erosion Control Ordinance Compliance Letters	5	1	1	3	1 ²
Spills (Hazmat incidents) relating to storm water	5	3	4	7	2
Structural Control Inspections	27	27	27	33	33
Number of Catch Basins Inspected for Cleaning	3,118	5,258	5,420	2,936	4,338
Number of educational activities undertaken	6	6	6	6	6

¹ Note: Citations are issued only if a request for correction or stop work order has not been effective in obtaining the desired corrections to erosion control measures. Approximately 5 stop work orders are issued each year.

² Approximately 15 emails regarding erosion control compliance were sent

D. Summary of revisions made to the storm water management program.

Inspection of City-owned detention basins was changed from four to three times annually (spring, summer and fall). This revision was approved by the DNR in July, 2002. No revisions to the program were made in 2014.

E. Proposed revisions to the storm water management program.

None.

F. Summary of monitoring data.

The Department of Natural Resources approved Oak Creek's monitoring program proposal in November of 2000. The City has previously submitted all of the monitoring data to the DNR.

G. Proposed revisions to the storm water monitoring program.

None.

H. Summary of pollutant loading calculations.

Pollutant loadings for all 579 subbasins in Oak Creek using the Source Loading and Management Model (SLAMM) were submitted with the City's 2006 Annual Report. The analysis showed a 36% City-wide reduction in total suspended solids. Oak Creek was in compliance with the NR151 requirement of 20% suspended solids reduction by March 10, 2008.

In 2010 the City of Oak Creek contracted with AECOM to field verify swale infiltration rates within the City. The DNR subsequently reviewed and approved the new infiltration rate of 0.35 inches per hour, which is a significant increase over the previously used rate of 0.05 inches per hour.

The City finalized the SLAMM model files in 2012. The results using the new infiltration rate indicate that Oak Creek is over 40% reduction in total suspended solids.

I. Summary of the assessment of controls required in Section F.

I. Summary of the Assessment of Controls

Part I, Section F(1)(b)

Indirect Measurements	2010	2011	2012	2013	2014
Number and type of illicit connections found and eliminated	1	0	0	0	0
Number of erosion control permits issued	55	68	53	38	51
Number of enforcement actions taken (citations)	0 ¹	0 ¹	0 ¹	0 ¹	0 ¹
Number of spills (Hazmat incidents) relating to storm water	5	3	4	7	2
Number of educational activities undertaken	6	6	6	6	6
Number of sewer inlets stenciled	0	0	0	0	0
Volume of used oil collected (gallons)	10,925	8,290	8,700	8,325	7,800
Mass of leaves collected (c.y.)	800	825	925	680	825
Mass of sediment captured from street sweeping	202.51 Tons	178.33 Tons	140.0 Tons	197.63 Tons	397.15 Tons
Mass of sediment removed from catch basins	15 Tons	16 Tons	13.3 Tons	8 Tons	14.5 Tons
Mass of sediment removed from structural controls	8 c.y.	7 c.y.	6 c.y.	18 c.y.	14 c.y.

¹ Note: Citations are issued only if a request for correction or stop work order has not been effective in obtaining the desired corrections to erosion control measures. Approximately 5 stop work orders are issued each year.

J. Fiscal analysis.

Summary of previous year's expenditures and current year's budget of the major elements in the NR 216 storm water management program.

Fund / Department	2011 Actual	2012 Actual	2013 Actual	2014 Budget	2014 Estimate	2015 Budget
Special Revenue Fund - Storm Water Utility - Fund 38						
Beginning Fund Balance	\$85,046	\$182,050	\$434,539	\$494,478	\$494,478	\$198,561
REVENUES						
Charges for Services						
338.20 Storm Water Management Permit	0	1,800	1,500	900	3,100	900
346.50 Storm Water Fees	698,177	702,003	704,802	698,000	752,760	752,760
Subtotal	\$698,177	\$703,803	\$706,302	\$698,900	\$755,860	\$753,660
Commercial Revenues						
360.00 Interest Income	236	514	658	500	500	500
Subtotal	\$236	\$514	\$658	\$500	\$500	\$500
Total Revenues	\$698,413	\$704,317	\$706,960	\$736,400	\$756,360	\$754,160
EXPENDITURES						
Direct Employee Costs						
100.00 Salaries, Full Time	372,380	234,532	299,585	367,134	367,134	377,833
110.00 Salaries, Overtime	0	184	355	500	0	500
130.00 Retirement	37,805	15,547	20,697	25,699	25,699	25,285
135.00 Social Security	26,085	20,653	22,691	28,086	28,086	28,445
150.00 Insurance, Active Employees	70,430	77,600	64,600	36,500	36,500	84,992
160.00 Insurance, Work Comp	12,956	14,712	12,944	14,700	17,428	76,547
165.00 Insurance, Disability	1,077	705	705	1,200	7,057	1,276
170.00 Insurance, Dental	4,740	5,100	6,650	2,702	2,702	6,461
175.00 Insurance, Group Life	716	482	423	600	6r0	600
180.00 Longevity	780	355	615	350	686	700
185.00 Section 125 Administration	114	115	234	150	225	150
Subtotal	\$527,083	\$369,984	\$429,499	\$477,621	\$480,727	\$536,789
Indirect Employee						
200.00 Travel/Training	0	568	0	1,200	500	1,200
205.00 Recruitmnt/Testng/Physicals	89	61	0	0	0	100
215.00 Uniforms and Clothing	856	808	860	1,000	700	1,000
Subtotal	\$945	\$1,437	\$860	\$2,200	\$1,200	\$2,300
Supplies						
400.00 Office Supplies	0	0	50	100	0	0
440.00 Medical and Safety	347	449	300	350	300	350
460.00 Minor Equipment	0	0	0	350	600	350
462.00 Field Supplies	0	86	0	350	50	350
Subtotal	\$347	\$535	\$350	\$1,150	\$950	\$1,050

Other Services							
514.00	Consulting	6,780	0	14,703	15,000	0	10,000
520.00	Landfill Charges	7,468	6,766	9,541	7,500	15,000	12,500
525.00	Misc. Permits	4,000	4,000	4,000	5,000	4,000	5,000
	Subtotal	\$18,248	\$10,766	\$28,243	\$27,500	\$19,000	\$27,500
Maintenance							
650.00	Storm Drainage System	34,441	41,394	35,218	30,000	30,000	35,000
	Subtotal	\$34,441	\$41,394	\$35,218	\$30,000	\$30,000	\$35,000
Vehicles							
700.00	Vehicle Maintenance	1,052	2,107	18,245	6,500	1,000	6,500
705.00	Equipment Maintenance	3,428	13,886	21,468	12,000	6,000	12,000
710.00	Gas/Oil/Fluids	12,465	10,869	11,524	12,000	13,000	12,000
715.00	Tires	3,400	850	1,613	3,000	1,000	1,500
	Subtotal	\$20,345	\$27,711	\$52,850	\$33,500	\$21,000	\$32,000
	Subtotal Operations	\$601,409	\$451,828	\$547,022	\$571,971	\$552,277	\$634,639
Interfund Transfers							
900.00	To CIP #40	0	0	100,000	500,000	500,000	100,000
	Subtotal	\$0	\$0	\$100,000	\$500,000	\$500,000	\$100,000
	Total Expenditures	\$601,409	\$451,828	\$647,022	\$1,071,971	\$1,052,277	\$734,639
Revenues Over/(Under) Expenditures		97,004	252,489	59,938	(335,571)	(295,917)	19,521
Ending Fund Balance		\$182,050	\$434,539	\$494,478	\$158,907	\$198,561	\$218,082
Fund Balance Percentage		30.3%	96.2%	29.9%	14.8%	18.9%	29.7%

K. Identification of water quality improvements or degradation.

The City of Oak Creek was issued its NR 216 permit in June of 2000 and subsequently re-issued in April of 2006 and June of 2013. Implementation of water quality improvement programs began in 2001 on a phased basis. The following programs or projects have resulted in water quality improvements:

- The street sweeping and catch basin cleaning programs have resulted in the collection of a significant amount of sediment. Street sweeping has collected 3,457,520 pounds of sediment and catch basin cleaning has removed 193,660 pounds of sediment.
- The Shepard Hills detention basin was retrofitted in 2003 to provide for water quality which should improve the conditions downstream.
- The Arthur Avenue storm sewer project constructed in 2005 diverted the untreated storm sewer runoff from 33 acres of a developed residential area through a wet detention basin.
- Installation of a hydrodynamic separator in the Southbranch Industrial Park in 2006.
- Portions of the Northbranch industrial park (Marquette Ave., 1st St. and 10th St.) were reconstructed with curb & gutter and inlets were replaced with catch basins in 2007. This enables catch basin cleaning and street sweeping on these roads.
- The regional detention basin at the southeast corner of I-94 and W. College Avenue constructed through an intergovernmental agreement between Wisconsin Department of Transportation, Milwaukee County and Oak Creek, treats about 230 acres of tributary area prior to discharging into the N2 Tributary.

L. Program Proposals.

- New program proposals are not required under the permit for 2015.

City of Oak Creek Common Council Report

Meeting Date: March 17, 2015

Item No.: 10

Recommendation: That the Common Council considers a motion to enter into a contract with R.A. Smith National, Inc. for Department of Natural Resources and Army Corp of Engineers wetland permitting (Project No. 15023) (2nd Aldermanic District) for an estimated contract total of \$25,100.

Background: The Oak Creek School District is constructing a new elementary school at 2200 W. Drexel Avenue. The City will be applying for an individual permit for the wetland disturbance for the proposed roadway and the school site. The WisDNR has determined that the school site and the road project are required to be tied together for the wetland permitting. This will be a public road that will extend S. 20th Street to the north using the existing right-of-way. The School District wants to be under construction by June 2015 for the school to be open for the fall of 2016. The WisDNR and ACOE permitting can take up to 120 days for determination. R.A. Smith National will prepare the alternative analysis and individual permit requirements for submittal to the WisDNR. A separate contract will follow for the design of the road after we know the direction from the WisDNR.

FISCAL IMPACT: The total cost of estimated contract for the wetland permitting is \$25,100. The funding will be from the \$3 million dollar bond. The City is approving \$150,000 funding to the permitting and road construction from the bond. A second contract will be needed for the design of the road.

Prepared by:



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

Respectfully submitted,



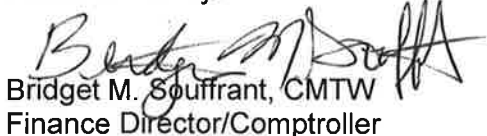
Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer, P.E.

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

City of Oak Creek Common Council Report

Meeting Date: March 17, 2015

Item No.: ()

Recommendation: That the Common Council award the 2015 street tree bid (Project No.14014) to St. Aubin Nursery in the amount of \$34,015.

Background: This year's street tree bids were not directly comparable. Due to a serious tree shortage, both itemized species and larger size classes were more difficult to find. It is likely that a shortage will continue for a few years until nurseries are able to grow trees to size.

Below is a breakdown of bid details from five qualified, contending nurseries.

From the bids received, St. Aubin Nursery was one of two nurseries able to provide over 95% of the trees requested as well as a good percentage of the preferred size class of two-inch caliper. Between these two nurseries, St. Aubin had the lower average price per tree.

The 2015 request for tree purchase bids was advertised and the following qualified bids were received for 207 trees, including estimated delivery charges:

Nursery/Location	Total	No. of trees	% of bid	% 2" Caliper	Average price/tree
St. Aubin Nursery Kirkland, IL	\$34,015	201	97%	79%	\$169.23
Kendall Hill Nursery Newark, IL	\$36,330	198	96%	91%	\$183.49
Johnson's Nursery Jackson, WI	\$23,692	172	73%	43%	\$137.74
Wayside Nursery Mequon, WI	\$19,444	116	56%	97%	\$167.62
Minor's Nursery Milwaukee, WI	\$7,000	63	30%	27%	\$111.12

Approximately 100 trees will be used to replace ash, 10 will go toward new development sites, and the remaining 90 will go toward general replacements.

Bid award recommendation is based on: ability to meet specifications, stock quality, ability to provide requested quantity and species, bid price, in-field inspections prior to award of bid and past experience with nursery/stock. Field checks have confirmed quality and availability.

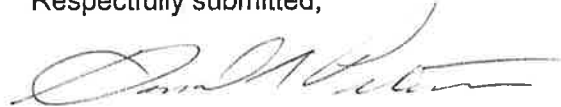
Fiscal Impact: The \$34,015 needed for this tree purchase is available in the 2014 Capital Improvement Budget (Project No. 14014 – balance of \$36,661). Delivery prices are reasonable estimates.

Prepared by:



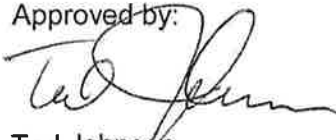
Rebecca Lane,
City Forester

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Approved by:



Ted Johnson
Director of Streets, Parks & Forestry

Fiscal Review by:



Bridget M. Souffrant
Finance Director / Comptroller