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

COMMON COUNCIL MEETING AGENDA

TUESDAY, APRIL 21, 2015
AT 7:00 P.M.

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

Swearing-In Ceremony: Deputy City Clerk Christa Miller will swear in City Clerk Catherine Roeske. City Clerk Catherine Roeske will swear in Mayor Stephen Scaffidi, City Treasurer Barbara Guckenberger, 1st District Alderperson Steven Kurkowski, 3rd District Alderperson Mark Verhalen, and 5th District Alderperson Kenneth Gehl.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 4/6/15
4. Election of Common Council President.

Recognition

5. **Resolution:** Consider Resolution No. 11611-042115, Resolution of Appreciation to James Ruetz as 3rd District Alderperson (by Committee of the Whole).
6. **Council Proclamation:** Consider Council Proclamation No. 15-03, Congratulations to Jarvis Iyasu Meyer for receiving the Eagle Scout Award (by Committee of the Whole).

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

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

7. **Rezone:** Consider a request by RJ Bast, Go Riteway, to rezone the properties at 7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., 7460 S. 13th St., and 7480 S. 13th St. from B-4 Highway Business, and Rs-3, Single Family Residential, to M-1, Manufacturing with a Conditional Use Amendment to expand the current bus operations (1st District).
8. **Ordinance:** Consider Ordinance No. 2762, approving the rezoning of the properties at 7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., 7460 S. 13th St., and 7480 S. 13th St., from B-4, Highway Business, and Rs-3, Single Family Residential, to M-1, Manufacturing with a Conditional Use Amendment for a Private Bus, Van and Sedan Service Storage and Maintenance Yard (1st District).

New Business

MAYOR & COMMON COUNCIL

9. **Presentation and Motion:** Presentation by SmithGroup JJR and motion to approve the Lake Vista Active and Passive Recreation (Community Park & Playground/Terrace & Access to Lake) 50% Construction Plans (4th District).
10. **Ordinance:** Consider Ordinance No. 2763, an Ordinance to Repeal and Recreate Section 6.23 of the Municipal Code regarding Obstructions and Encroachments, to Create Section 6.27 of the Municipal Code regarding Permissible Obstructions, Projections and Encroachments, to Create Section 6.28 of the Municipal Code regarding Permits and to Create Section 6.29 of the Municipal Code regarding Awnings, Canopies and Sun Shades (by Committee of the Whole).
11. **Motion:** Consider a motion to concur with the Community Development Authority's recommendation to purchase 47 LED pole-mounted holiday decorations, brackets, and electrical supplies, in an amount not to exceed \$39,792.72 (by Committee of the Whole).
12. **Motion:** Consider a motion to authorize the City Administrator to sign a professional services agreement with Graef for grant administration assistance for the Idle Industrial Site Redevelopment Grant received by the City for the HSA/Froedert project at Drexel Town Square, in an amount not to exceed \$12,000 (by Committee of the Whole).
13. **Motion:** Consider a motion to provide the City of St. Francis with a credit in the amount of \$34,936 for first quarter 2015 contractual payments due the City of Oak Creek for dispatch services (by Committee of the Whole).
14. **Motion:** Consider a motion to concur with the Mayor's (re) appointments as follows: **new appointments bolded**).
 - a. Celebrations Commission – 3 year term to expire 4/2018
 Kevin Archambeau
 Kristen Archambeau
 Tina Koenig
 - b. Finance Committee – 1 year term to expire 4/2016
 Zach Olson
 - c. Parks, Recreation & Forestry Commission – 3 year term to expire 4/2018
 Janet Fluegel
 Michael Theys
 Daniel D. Jahn
 - d. Plan Commission – 3 year term to expire 4/2018
 Patrick Correll
 Dawn Carillo
 Fred Siepert
 - e. Police and Fire Commission – 5 year term to expire 4/2020
 Robert Bosetti
 - f. Landscape and Beautification Committee – 2 year term to expire 4/2017
Jane Gadzalinski – 10540 S. Shangrila Court
 - g. Water and Sewer Utility Commission – 5 year term to expire 4/2020
Vacant

- h. Zoning Board of Appeals/Housing Board of Appeals – 3 year term to expire 4/2018
Donald Scott Hauke – 195 W. Puetz Road
Zach Johnson – 6455 S. 20th Street
Daniel Jakubczyk
Melissa (Mimi) Hakes
- i. Weed Commissioner – 1 year term to expire 4/2016
Streets, Parks & Forestry Director

15. Mayor's Aldermanic Appointments

- a. Library Board – 1
 - Ald. Guzikowski
- b. Community Development Authority (CDA) – 2
 - Ald. Gehl
 - Ald. Kurkowski
- c. Community Center Board of Directors – 1
 - Ald. Bukiewicz
- d. Small Claims Committee – 1
 - Ald. Verhalen
- e. Landscape and Beautification Committee – 1
 - Ald. Guzikowski
- f. Tourism Commission – 1
 - Ald. Kurkowski
- g. Finance Committee – 3
 - Ald. Toman
 - Ald. Gehl
 - Ald. Bukiewicz
- h. Water and Sewer Utility Commission – 1
 - Ald. Gehl
- i. Milwaukee County Airport Noise Committee – 1
 - Ald. Verhalen

****NOTE:** It is anticipated that the Common Council President's Aldermanic appointments to various boards and commissions will be on the 5/5/15 Council agenda.

16. Common Council President Aldermanic Appointments:

- a. Personnel Committee (minimum of 2) – 3
- b. Capital Improvements Committee – 3
- c. License Committee -3
- d. Plan Commission Representatives – 2
- e. Board of Health Representative – 1
- f. Emergency Government Committee Representative – 1 (plus Council President)
- g. Parks, Recreation and Forestry Commission – 1
- h. Traffic and Safety Commission – 1
- i. Finance Committee – 3

17. **Motion:** Consider a *motion* to concur with the Celebrations Commission and designate Saturday, October 31, 2015, from 5:00 p.m. to 7:00 p.m. as the official City of Oak Creek "Trick or Treat" (by Committee of the Whole).

18. **Motion:** Consider a *motion* to approve the 2015 Vendor Summary Report in the amount of \$2,099,009.10 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

19. **Resolution:** Consider Resolution No. 11599-042115, approving a certified survey map for the properties at 9175, 9235, and 9325 S. 5th Ave., and 3975 E. American Ave. (4th District).
20. **Resolution:** Consider Resolution No. 11612-042115, approving a certified survey map for the property at 10751 S. Nicholson Rd. (5th District).

ENGINEERING

21. **Motion:** Consider a motion to award the Lake Vista Drive and Path project unit price contract to the lowest responsive, responsible bidder, Willkomm Excavating & Grading, at an estimated cost of \$2,447,808.75. (Project No. 14024) (4th District)
22. **Resolution:** Consider Resolution No. 11609-042115, approving the Oakfield Village Addition #2 subdivision development agreement for the design and installation of public improvements at 400 E. Lily Drive (Tax Key Nos. 814-0256-000 & 814-9011-001) (Project Nos. 15050 & 15051) (1st District).
23. **Resolution:** Consider Resolution No. 11610-042115, approving a storm water management practices maintenance agreement with Lily Drive Development LLC, for their Oakfield Village Addition No. 2 Subdivision (Tax Key Nos. 814-0256 & 814-9011-001) (Project No. 15051) (1st District).

LICENSE COMMITTEE

The License Committee met on 3/25/15 and 4/14/15. Minutes are attached. Recommendations are as follows:

24. **Motion:** Consider a motion to deny an Operator's license to Andrew J. Drier, 9506 S. Ryan Green Ct., Franklin, due to falsification of application (Classic Lanes).
25. **Motion:** Consider a motion to deny an Operator's license to Linda I Miller, 4524 S. 23rd St., Milwaukee, due to falsification of application (Pick 'n Save).
26. **Motion:** Consider a motion to grant an Operator's license to Thanner S. Kling, 8963 S. 84th St., Franklin (Speedway).
27. **Motion:** Consider a motion to grant an Operator's license to Samantha M. Guy, 2528 S. 11th St., Milwaukee (7-Eleven).
28. **Motion:** Consider a motion to grant an Operator's license to Bonnie A. Miller, 5118 W. Burnham St., West Milwaukee (Ryan Road Shell).

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

29. **Motion:** Consider a motion to grant an Operator's license to the following (*favorable background report received*):
 - Angela M. Michalowski, 6930 S. 20th St., Oak Creek (The Cellar)
 - Jing Yee Jasmin, 10365 S. Willow Creek Dr., Oak Creek (Fairfield Inn & Suites)
 - Daron D. Wolf, 9600 W. Kaul Ave., Milwaukee (Fairfield Inn & Suites)
 - Michael Scalf, 6020 Charles St. Racine (Noodles)

30. **Motion:** Consider a *motion* to grant a Transient Merchant license to the following salespersons for TruGreen, N8 W22550 Johnson Dr., Waukesha, Wi, (*favorable background report received*):
- Amy Henderson, 9145 S. Patricia Blvd., Oak Creek
 - Shawn Collins, 3628 W. 6 ½ Mile Rd., Caledonia
31. **Motion:** Consider a *motion* to grant a Transient Merchant license to The Window Store, 2706 S. 163rd St., New Berlin, WI, and the following salespersons, selling home improvement products (*favorable background report received*):
- Jeffrey VandenBoom, 10549 Beacon Hill Ct. East, Franklin
 - Randy Gregorek, 1010 E. Groveland Dr., Oak Creek
 - Keith Harvey, 4163 County Rd G., Caledonia
32. **Motion:** Consider a *motion* to grant a Transient Merchant license to Milwaukee Turf Care, LLC dba Weed Man, 11011 W. Forest Home Ave., Hales Corners, WI, and the following salespersons, selling lawn care services (*favorable background report received*):
- Nathan Eberhardt, 3287 S. 69th St., Milwaukee
 - Dante Lopez, 3325 W. Lynndale Ave., Greenfield
 - Jordan Johnson, 4267 S. 78th St., Greenfield
 - Cameron Lompre, 3240 S. 44th St., Greenfield
 - Justice Cardenas, 7210 W. Verona Ct., Milwaukee

Adjournment.

Public Notice

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

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

RESOLUTION NO. 11611-042115

BY: COMMITTEE OF THE WHOLE

RESOLUTION OF APPRECIATION TO
JAMES RUETZ AS 3RD DISTRICT ALDERPERSON

WHEREAS, James Ruetz was appointed to the position of 3rd District Alderperson on May 14, 2012, and elected to the position on April 2, 2013; and

WHEREAS, James Ruetz, during his two terms in office, served on the Community Development Authority, License Committee, Traffic and Safety; and Cable Advisory Commission; and

WHEREAS, James Ruetz has served the best interests of the City and the residents of the 3rd District; being accessible and responsive to their requests for information or assistance; and

WHEREAS, the City of Oak Creek has benefited from his positive contributions to City Government as an Alderperson with significant business experience and a willingness to work with the members of the Common Council to move the city forward: and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek, for and on behalf of the citizens of the City of Oak Creek, their sincere appreciation be and the same is hereby extended to James Ruetz for his service to the City.

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

Introduced and adopted this 21st day of April, 2015.

President, Common Council

Approved this 21st day of April, 2015.

Mayor

ATTEST:

City Clerk

Vote: Ayes: _____ Noes: _____

COUNCIL PROCLAMATION NO. 15-03
CONGRATULATIONS TO
JARVIS IYASU MEYER
FOR RECEIVING THE EAGLE SCOUT AWARD

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout;
and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than four percent of all Scouts actually achieve this goal; and

WHEREAS, at a Court of Honor to be held at South Milwaukee United Methodist Church on April 12, 2015, at 2:00 p.m., an Eagle Award will be conferred upon Jarvis Iyasu Meyer; and

WHEREAS, as his Eagle project, Jarvis organized several fundraising drives, collecting both monetary and material donations of health and cleaning products, including such items as shampoo, toothpaste, toothbrushes, towels, lotion and vitamins; and

WHEREAS, Jarvis coordinated the efforts of 52 volunteers to assist with the collection, assembly, and delivery of Care Package products, putting in a total of over 179 man hours of work;

WHEREAS, through the collected donations, Jarvis was able to provide 51 low-income seniors associated with Community Projects for Seniors with large CPS Care Packages filled with these products; and

WHEREAS, Jarvis also provided over one hundred other seniors with smaller care packages of similar products; and

WHEREAS, Jarvis' efforts provided CPS Care Packages to seniors with items they truly need, but due to budget constraints, often go without.

WHEREAS, the Oak Creek Common Council wishes to recognize this noteworthy achievement of Jarvis Meyer.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby extend their congratulations to Eagle Scout Jarvis Iyasu Meyer for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

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

Dated this 21st day of April, 2015.

Presented and adopted this 21st day of April, 2015.

President, Common Council

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

PURPOSE: The purpose of this public hearing is to consider a request by RJ Bast, Go Riteway, to rezone the properties at 7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., 7460 S. 13th St., and 7480 S. 13th St. from B-4, Highway Business, and Rs-3, Single Family Residential, to M-1, Manufacturing with a Conditional Use Amendment to expand the current bus operations.

Hearing Date: Tuesday, April 21, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: RJ Bast, Go Riteway
Property Owner: City of Oak Creek
Property Location: 7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., 7460 S. 13th St., 7480 S. 13th St.
Tax Key(s): 764-9052-000, 764-9006-000, 764-9020-000, 764-9007-000, 764-9012-001

Legal Description:

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

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

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

The Common Council has scheduled other public hearings for April 21, 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: March 26, 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: April 21, 2015

Item No.: 8

Recommendation: That the Common Council adopts Ordinance No. 2762 approving the rezoning of the properties at 7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., 7460 S. 13th St., and 7480 S. 13th St. from B-4, Highway Business, and Rs-3, Single Family Residential, to M-1, Manufacturing with a Conditional Use Amendment for a Private Bus, Van, and Sedan Service Storage and Maintenance Yard.

Background: At the March 24, 2015 meeting, the Plan Commission recommended Common Council approval of rezoning properties at 7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., 7460 S. 13th St., 7480 S. 13th St. from B-4, Highway Business, and Rs-3, Single Family Residential, to M-1, Manufacturing with a Conditional Use Amendment to expand the current bus operations. A Certified Survey Map combining the properties with the current Go Riteway property was approved by the Common Council on March 3, 2015.

Go Riteway currently has a Conditional Use Permit for a Private Bus Service Storage Yard on the properties at 7433 S. 10th St. and 7480 S. 13th St. Rezoning and combining the aforementioned parcels is in anticipation of expanding the existing business, which requires an amendment to the existing Permit. A conceptual plan for the expansion is included with this packet. Site, building, landscaping, and related reviews will occur at a later date.

The attached Conditions and Restrictions were recommended for approval by the Plan Commission at their March 24, 2015 meeting.

Fiscal Impact: Approval of this use will allow the expansion of the existing bus operations business. The improvements to the property will result in additional tax revenue and impact fees. There are outstanding deferred assessments of \$10,232.88 (Tax Key No. 764-9006) and \$3150 (Tax Key No. 764-9007) that are required to be paid prior to the recording of the CSM for these properties.

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. 2762

By: _____

AN ORDINANCE TO REZONE THE PROPERTIES AT 7433 S. 10TH ST., 7380 S. 13TH ST., 7444 S. 13TH ST., 7460 S. 13TH ST., AND 7480 S. 13TH ST. FROM B-4, HIGHWAY BUSINESS, AND RS-3, SINGLE FAMILY RESIDENTIAL, TO M-1, MANUFACTURING WITH A CONDITIONAL USE AMENDMENT FOR A PRIVATE BUS, VAN, AND SEDAN SERVICE STORAGE AND MAINTENANCE YARD

(5th Aldermanic District)

WHEREAS, RJ BAST, GO RITEWAY, has applied for a rezoning of the properties at 7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., 7460 S. 13th St., and 7480 S. 13th St. from B-4, Highway Business, and Rs-3, Single Family Residential, to M-1, Manufacturing with a Conditional Use Amendment for a Private Bus, Van, and Sedan Service Storage and Maintenance Yard; and

WHEREAS, the properties are more precisely described as follows:

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

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

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

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

WHEREAS, the Common Council held a public hearing on said request on April 21, 2015, at which time all interested parties appeared and were heard; and

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

WHEREAS, following said public hearing and upon recommendation of approval of the Plan Commission, the Common Council is of the opinion that the best interests of the

City would be served if the rezoning and Conditional Use Amendment were 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 lands hereinabove described are hereby rezoned from B-4, Highway Business, and Rs-3, Single Family Residential, to M-1, Manufacturing, and the Zoning Map of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.

SECTION 2: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Building Commissioner is hereby authorized to grant an amended Conditional Use Permit for a Private Bus, Van, and Sedan Service Storage and Maintenance Yard located at 7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., 7460 S. 13th St., and 7480 S. 13th St., which shall include the aforementioned conditions and restrictions.

SECTION 3: The Conditional Use Amendment is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for the Private Bus, Van, and Sedan Service Storage and Maintenance Yard.

SECTION 4: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 5: 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 6: 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 _____

OFFICIAL NOTICE

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

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Hearing Date: Tuesday, April 21, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8640 South Howell Avenue
Oak Creek, WI 53154
Common Council Chambers

Applicant: RJ Bast, Go Riteway
Property Owner: City of Oak Creek
Property Location: 7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St., 7460 S. 13th St., 7480 S. 13th St.
Tax Key(s): 764-9052-000, 764-9006-000, 764-9020-000, 764-9007-000, 764-9012-001

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

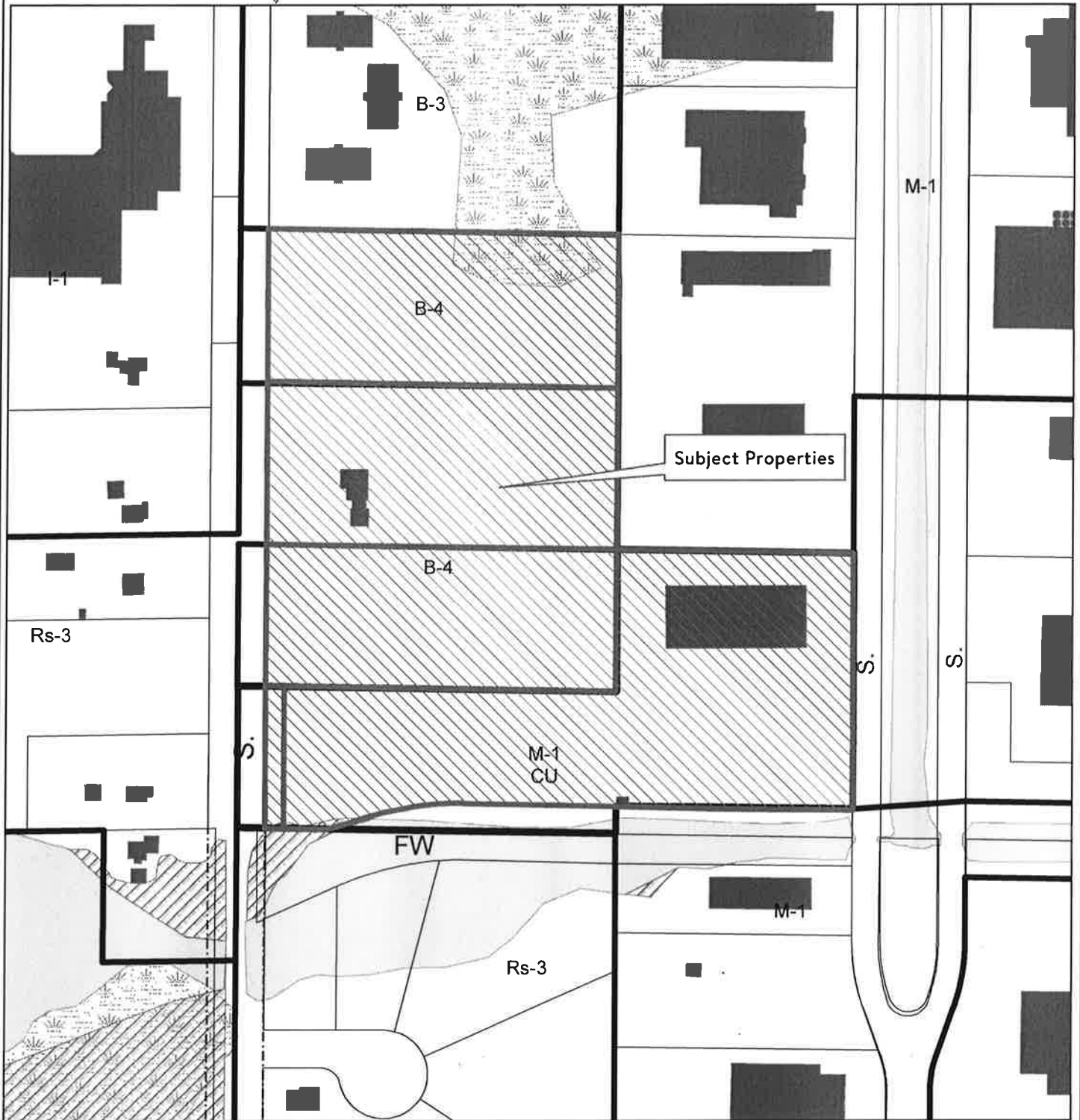
Date of Notice: March 26, 2015
CITY OF OAK CREEK COMMON COUNCIL
By: Steve Scaffidi, Mayor

PUBLIC NOTICE

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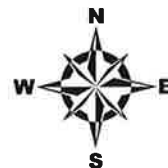
Location Map

7433 S. 10th St., 7380 S. 13th St., 7444 S. 13th St.,
7460 S. 13th St., 7480 S. 13th St.



OAKCREEK
— WISCONSIN —

Department of Community Development



Legend

- Subject Properties
- Wetland
- Floodfringe
- Floodway

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



MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



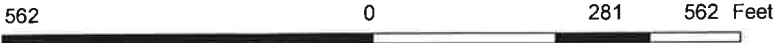
Projection
 NAD_1927_StatePlane_Wisconsin_South_FIPS_4803

Notes

Legend 1: 3,374

THIS MAP IS NOT TO BE USED FOR NAVIGATION © MCAMLIS

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- Tax Parcels
- Taxparcel Boundary
 - ParcelLine
 - ExtParcelLine
- ROW
 - Right of Way
 - + Railway
- Carto Line
 - Extended Tie Line, Hook, or PT
 - Dimension, Identification, or Note Arrow

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

Applicant: RJ Bast, Go Riteway

Property Addresses: 7433 S. 10th St., 7380 S. 13th St.,
7444 S. 13th St., 7460 S. 13th St.,
7480 S. 13th St.

Tax Key Numbers: 764-9052-000, 764-9006-000, 764-9020-000,
764-9007-000, 764-9012-001

Approved by Plan Commission: 3-24-15

Approved by Common Council: TBD
(Ord. #2762)

Conditional Use: Private Bus, Van, and Sedan Service Storage and Maintenance Yard

1. LEGAL DESCRIPTION

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

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

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

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

1) General Development Plan

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

2) Landscape Plan

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

3) Building Plan

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

4) Lighting Plan

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

5) Grading, Drainage and Stormwater Management Plan

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

6) Fire Protection

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

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

3. PARKING AND ACCESS

- A. Access to S. 13th Street shall be coordinated with Milwaukee County.
- B. Parking requirements for this project shall be provided in accordance with Section 17.0403 of the Municipal Code.
- C. Where 90° parking is indicated on the site plans, individual-parking stalls shall be nine (9) feet in width by eighteen (18) feet in length. The standards for other types of angle parking shall be those as set forth in Section 17.0403(d) of the Municipal Code.
- D. Movement aisles for 90° parking shall be at least twenty-two (22) feet in width.
- E. All off-street parking areas shall be surfaced with an all-weather wearing surface of plant mix asphaltic concrete over crushed stone base subject to approval by the City Engineer. A proposal to use other materials shall be submitted to the Plan Commission and the Engineering Department for approval.
- F. Other parking arrangements, showing traffic circulation and dimensions, shall be submitted to the Plan Commission for approval.
- G. All driveway approaches to this property shall be in compliance with all the standards set forth in Chapter 6 of the Oak Creek Municipal Code. Any off-site improvements shall be the responsibility of the property owner.
- H. All off street parking areas shall be landscaped in accordance with Sections 17.0205(d), 17.0330, & 17.0403 of the Municipal Code.

4. LIGHTING

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

5. LANDSCAPING

A. Parking Lot Screening. Those parking areas for five (5) or more vehicles if adjoining a residential zoning district line or public right-of-way shall be screened from casual view by an earth berm, a solid wall, fence, evergreen planting of equivalent visual density or other effective means approved by the City Plan Commission. Such fence or berm and landscaping together shall be an average of three (3) feet in height between the parking and the street right-of-way. All screening materials shall be placed and maintained at a minimum height of three (3) feet.

1. At least one ornamental deciduous tree, no less than 2.5" caliper, shall be incorporated into the design for every 35 linear feet of public street frontage.
2. At least 25% of the total green space area shall be landscaped utilizing plant materials, other than maintained turf, that contribute to ground coverage.
3. For purposes of determining the number of plants necessary to meet the minimum 25% ground coverage requirement, plant types are categorized by their general size and potential mature at-grade coverage area.

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

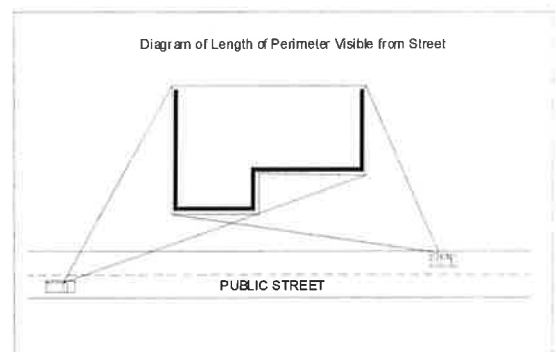
* Note shade and ornamental trees are not considered a plant type contributing to "at grade" coverage.

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

- H. Retaining Walls. No retaining wall shall exceed four (4) feet in height unless it has been designed and its construction supervised by a Professional Engineer. A retaining wall may be stepped to achieve greater height. Each step of the wall shall be no more than four (4) feet in height and shall be set back a minimum of three (3) feet from the previous step. Acceptable materials for retaining walls are: segmental masonry type, timber, railroad ties, or concrete
- I. Berms. Side slopes of berms shall not exceed a gradient of 1-ft. vertical to 3-ft. horizontal unless approved by the City Engineer.
- J. Buffer Yards. A buffer yard shall be created and maintained along the entire west property line for a minimum width of 20 feet (in addition to required setbacks) from the S. 13th Street right-of-way in accordance with Section 17.0205(d) of the Municipal Code.
- K. Submittal Requirements. A Landscape Plan (to scale) must be submitted which includes details of all proposed landscaping, buffering and screening, including the estimated cost of the landscaping. These plans shall be prepared by a landscape professional and show the location and dimensions of all existing and proposed structures, parking, drives, right-of-ways and any other permanent features, and all other information required by the Plan Commission, including but not limited to the following:
 1. A plant list and coverage chart showing the location, quantity, size (at time of planting and at maturity), spacing and the scientific and common names of all landscape materials used.
 2. The location and type of existing trees over four (4) inches in diameter (measured six (6) inches above the ground) within the area to be developed.
 3. The location and percent of slope of all proposed berms using one (1) foot contours.
 4. Detailed sections showing elevations of all proposed architectural features, such as walls, lighting or water features.
 5. Methods used in staking, mulching, wrapping or any other early tree care used.
 6. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule.

6. ARCHITECTURAL STANDARDS

- A. No building shall be permitted if the design or exterior appearance is of such unorthodox or abnormal character in relation to its surroundings as to be unsightly or offensive to generally accepted taste and community standards.
- B. No building shall be permitted where any exposed facade is not constructed or faced with a finished material which is aesthetically compatible with the other facades of surrounding properties and presents an attractive appearance to the public. Predominant exterior building materials must be of high quality. These include, but are not limited to brick, stone and tinted/textured concrete masonry units (CMUs). Smooth-faced concrete block, EIFS products (such as Dryvit) or pre-fabricated steel panels are not permitted as a primary exterior building material.
- C. The facade of a manufacturing, commercial, office, institutional, or park building shall be finished with an aesthetically pleasing material. A minimum of seventy-five (75) percent of the visible perimeter (see diagram) shall be finished with glass, brick or decorative masonry material.
- D. Material and color samples shall be submitted to the Plan Commission for review and approval.



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

7. BUILDING AND PARKING SETBACKS

	Front and Street Setback ¹	Rear Setback ¹	Side Setback ¹
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure ²	40 ft	20 ft	20 ft
Off-street Parking	30 ft	0 ft	22 ft

8. MAINTENANCE AND OPERATION

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

9. SIGNS

All signs shall conform to the provisions of Sec. 17.0706¹ of the Municipal Code.

¹ Except where buffer yards are required. Buffer yards are in addition to required setbacks. See Section 5(J).

² No accessory structures shall be permitted in the front yard.

10. PERMITTED USES

- A. All permitted uses in the M-1, Manufacturing zoning district.
- B. Private Bus, Van, and Sedan Service Storage and Maintenance Yard.
- C. Usual and customary accessory uses to the above listed permitted uses.

11. TIME OF COMPLIANCE

The operator of the conditional use shall commence work in accordance with these conditions and restrictions for the conditional use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a conditional use permit. This conditional use approval shall expire within twelve (12) months after the date of adoption of the ordinance if the work for which an approval has been issued is not substantially completed (more than 50% complete). The applicant shall re-apply for a conditional use approval, prior to recommencing work or construction.

12. OTHER REGULATIONS

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

13. VIOLATIONS & PENALTIES

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

14. REVOCAION

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

15. ACKNOWLEDGEMENT

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

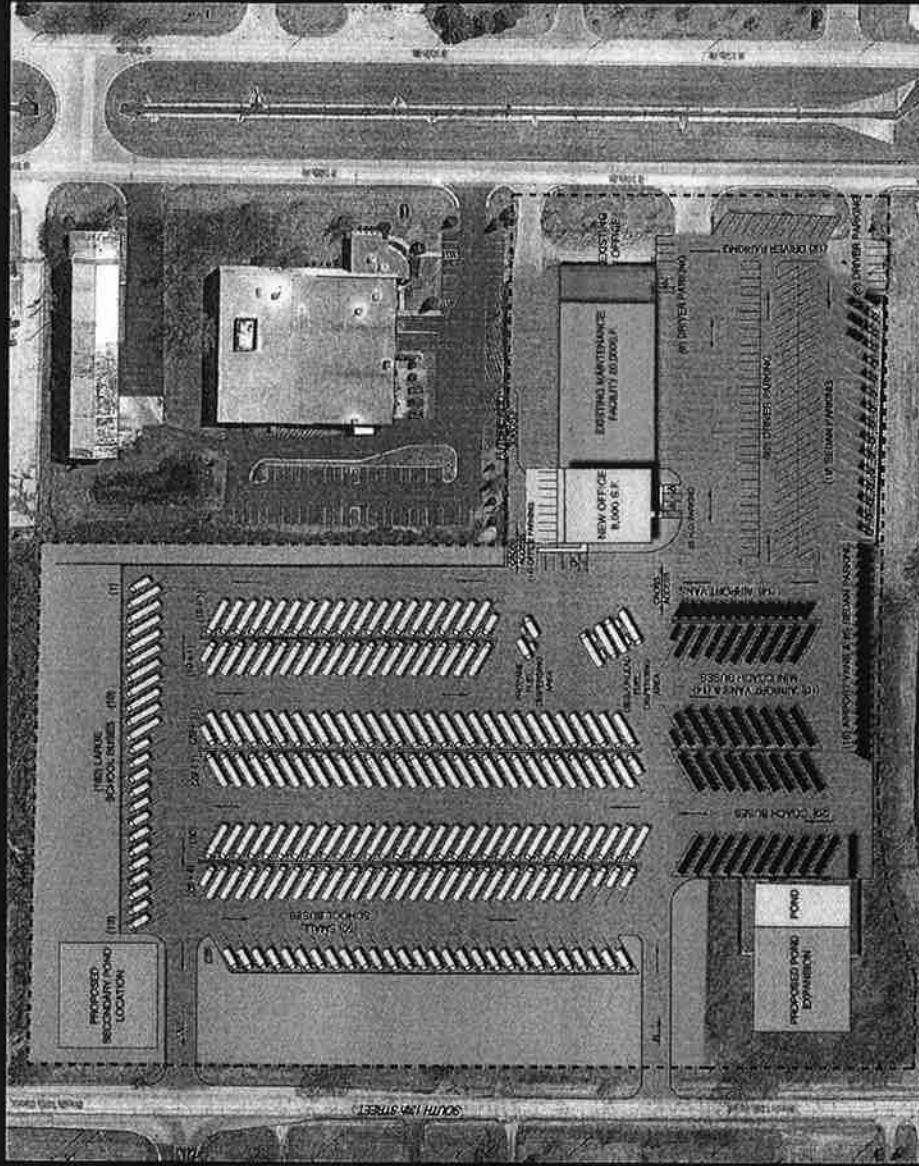
Owner / Authorized Representative Signature

Date

(please print name)

GO RITEWAY

MASTER PLAN



SINGLE SOURCE RESPONSIBILITY

City of Oak Creek Common Council Report

Meeting Date: April 21, 2015

Item No.: 9

Recommendation: That the Council approves the Lake Vista Active and Passive Recreation (Community Park & Playground/Terrace & Access to Lake) 50% Construction Plans.

Background: At the December 16, 2014 Common Council meeting, consultants from SmithGroupJJR presented conceptual plans for the Lake Vista Active and Passive Recreation (Community Park & Playground/Terrace & Access to Lake). These plans were drafted based on input from City Staff and from public meetings conducted December 4 and 10, 2014. Council adopted Resolution 11578-121614 accepting those plans and authorizing staff and SmithGroupJJR to proceed with developing architectural design and construction bid documents.

Following the public meetings in December, staff assembled a group of volunteers who expressed an interest in developing the specific elements of the park and public areas. The ad-hoc Lake Vista Park Design Committee included 8 members: one alderman/Plan Commissioner; one member of the Community Development Authority; two Plan Commissioners; two Parks, Recreation, and Forestry Commissioners; and two citizens. The Committee met with staff and SmithGroupJJR once per month between January and April to assist in determining the design components of the park, shelters, playgrounds, and overlooks. Steve Morales of Rinka Chung Architecture joined the consultant team in March to assist with architectural design of the shelters.

Staff also coordinated with Edgewood Elementary School to conduct a student visual preference survey for the two playground areas within Lake Vista. Based on the invaluable input from the Design Committee and the student survey, 50% complete construction plans have been developed that will be presented by SmithGroupJJR to the Council this evening.

Fiscal Impact: Acceptance of the 50% construction plans will direct staff and the consultants to proceed with finalizing bid documents. Fifty percent of the cost of this work will be charged to the budgets (Community Park & Playground \$2.5M/Terrace and Access to Lake \$3.0M) approved for these projects.

Prepared by:



Kari Papelbon, CFM, AICP
Planner



Pete Wagner
Planner/Zoning Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller



Gerald Peterson, ICMA-CM
City Administrator

Respectfully Submitted,

City of Oak Creek Common Council Report

Meeting Date: 4/21/15

Recommendation: That the Common Council adopt Ordinance No. 2763, an Ordinance to Repeal and Recreate Section 6.23 of the Municipal Code regarding Obstructions and Encroachments, to Create Section 6.27 of the Municipal Code regarding Permissible Obstructions, Projections and Encroachments, to Create Section 6.28 of the Municipal Code regarding Permits and to Create Section 6.29 of the Municipal Code regarding Awnings, Canopies and Sun Shades.

Background: As the staff processes applications for building permits for the Main Street development proposed by Wired that has been approved by the Common Council and by the Plan Commission, issues have arisen as a result of the fact that these are zero lot line buildings designed to provide an urban feel to Drexel Town Square. This has necessitated a staff review of an overhaul to our ordinances that regulate projections, obstructions and encroachments in the right-of-way.

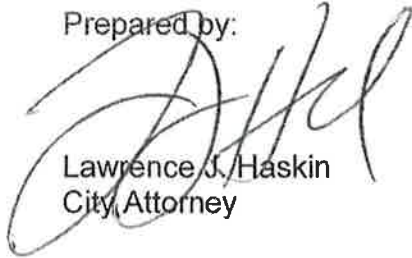
Previously with the adoption of Ordinance No. 2752, the Ordinance was expanded to allow:

- Sidewalk area dining facilities
- Wayfinding signs
- Publicly owned benches
- Publicly owned bicycle parking facilities
- Publicly owned flower pot holders and planter beds
- Special privilege permits granted by the Common Council

This proposed Ordinance allows numerous other encroachments, projections and obstructions as identified in the Ordinance. It allows for footings to project a foot into the right-of-way provided that they are four feet below the adjacent grade with the possibility that the encroachment can be greater than a foot if allowed by the City Engineer. The City Engineer will need to look at the requirements of the building and its impact on public utilities that exist in the right-of-way. After consulting with the City of Milwaukee staff on their administration of an Ordinance on which this legislation is based, they've recommended that as a condition of getting a footing permit that there be a shoring plan submitted to the staff and that there be a certified map indicating the exact location of the encroachments. Those requirements have been added to Section 6.28 of the Municipal Code.

Fiscal Impact: As stated above.

Prepared by:



Lawrence J. Haskin
City Attorney

Respectfully submitted,



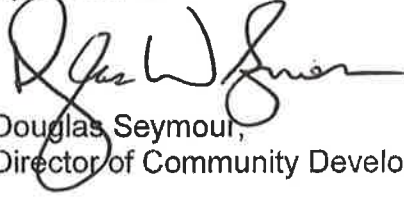
Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Approved by:



Douglas Seymour,
Director of Community Development

Approved by:



Michael Simmons
City Engineer

ORDINANCE NO. 2763

BY: _____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 6.23 OF THE MUNICIPAL CODE REGARDING OBSTRUCTIONS AND ENCROACHMENTS; TO CREATE SECTION 6.27 OF THE MUNICIPAL CODE REGARDING PERMISSIBLE OBSTRUCTIONS, PROJECTIONS AND ENCROACHMENTS; TO CREATE SECTION 6.28 OF THE MUNICIPAL CODE REGARDING PERMITS; AND TO CREATE SECTION 6.29 OF THE MUNICIPAL CODE REGARDING AWNINGS, CANOPIES AND SUN SHADES.

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

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

SEC. 6.23 OBSTRUCTIONS AND ENCROACHMENTS

- (a) Obstructions and Encroachments Prohibited. Obstructions and encroachments in publicly owned or controlled lands or waterways are prohibited, except as provided in Section 6.27. No person shall build, place, maintain or cause, permit or allow to be placed, built or maintained or pile, deposit or place or permit to be piled, deposited or placed in, upon or over any street, alley, sidewalk, easement, public right-of-way, drainage right-of-way, waterway, or public lands or any part thereof, or in any way encroach upon or obstruct or encumber any street, alley, sidewalk, easement, public right-of-way, drainage right-of-way, or public lands or any part thereof. No person may permit such encroachment or encumbrance to be place on or remain on any public lands adjoining the land of which he is the owner or occupant except as provided in Sections 6.27.
- (b) Exceptions. Exceptions to the prohibition of obstructions and encroachments shall be governed by Section 6.27.
- (c) Notice for Removal of Obstructions and Encroachments. Notice for removal of obstructions and encroachments shall be issued in writing. In addition to any other penalty imposed, if any City enforcement official determines that City lands are unlawfully obstructed in violation of this Section, he shall issue a written notice to the owner or occupant of the lands which adjoin the obstruction, directing that the obstruction be removed within twenty-four (24) hours.
- (d) Failure to Remove Obstruction. The City reserves the right to pursue remedies provided in the Wisconsin Statutes.
- (e) Terrace Areas. Terrace areas shall be governed by Section 6.25.

SECTION 2: Section 6.27 of the Municipal Code is created to read as follows:

SEC. 6.27 PERMISSIBLE OBSTRUCTIONS, PROJECTIONS AND ENCROACHMENTS

(a) General Regulations.

- (1) Except as otherwise regulated in this section, no part of any building, structure, addition, alteration or construction hereafter erected shall project beyond a right-of-way line.
- (2) Structures, appendages or architectural ornamentations projecting beyond a right of way line as regulated and permitted by this section shall be constructed of materials as required in Ch. 15 and as further regulated herein. The projection of any structure, appendage or ornamentation shall be the distance measured horizontally from the right-of-way line to the outermost point of such structure, appendage or ornamentation.
- (3) No person shall erect, place or store any material, equipment, shed, roof, fence or temporary walk, guard, device or any other structure on a public thoroughfare, nor shall any person move any building or structure onto, across or over any public thoroughfare without first obtaining a permit therefor from the City Engineer.
- (4) Permit fees for permissible projections shall be as specified in section 3.40.
- (5) There shall be no permitted projections which limit the clear paved sidewalk width to less than 5 feet.
- (6) No permission shall be given for projections into the public right-of-way where there is no paved public sidewalk, unless the encroachments are otherwise allowed by code.
- (7) There shall be no permitted projections which encroach within 3 feet of the back of the curb.

(b) Structural Integrity. All projections permitted in this chapter, except footings and their supports, shall be so constructed that their removal may be made without causing the building or structure to become structurally unsafe.

(c) Maintenance and Removal.

- (1) All construction for which a permit is hereafter granted pursuant to the regulations of this section by the Director of Community Development for projections beyond the right-of-way line, or by the City Engineer permitting the occupancy or use of public property or public thoroughfares, and any special privilege granted by the Common Council pursuant to this section, and all other existing projections, obstructions or encroachments shall be maintained in good state of repair and in safe condition.
- (2) Such construction shall be removed and the permit revoked whenever public necessity or public safety so requires when ordered by the Building Commissioner, the Zoning Administrator, City Engineer, by resolution of the Common Council or by authorities of the State of Wisconsin.
- (3) No change or enlargement shall be made to any such existing projection, obstruction or encroachment, except in conformity with the regulations of this section.

(d) Permissible Projections, Obstructions and Encroachments – Drexel Town Square. Under the conditions prescribed in this section and within the limitations regulated herein, the following projections, obstructions and encroachments beyond a right-of-way line in the Drexel Town Square Mixed Use Planned Development District are permitted:

- (1) Main cornices or roof eaves projecting not more than 3 feet, provided they are a minimum of 10 feet above the adjacent established grade.
- (2) Cornices of porches and false mansard-type structures projecting not more than 15 inches, provided they are a minimum of 10 feet above the adjacent established grade.
- (3) Pediments, nonstructural columns or pilasters, and similar architectural projections, including bases and capitals, projecting not more than 8 inches.
- (4) Masonry projections, including but not limited to quoins, belt courses, lintels, sills, base courses and rustications, projecting not more than 4 inches.
- (5) Footings or walls and their supports at right-of-way lines projecting not more than one foot, provided the tops of the footings are a minimum of 4 feet below the adjacent established grade. Projections beyond the one-foot line shall be subject to the approval of the City Engineer.
- (6) Doors when open may project not more than 36 inches.
- (7) Fire escapes and balconies to smoke-proof stair towers or horizontal exits projecting not more than 7 feet. All other balconies may project not more than 6 feet. Fire escapes and balconies shall be a minimum of 10 feet above the adjacent established street walk grade.
- (8) Oriel or bay windows projecting not more than 24 inches, provided that the lowest portion of the window is a minimum of 10 feet above the adjacent established grade. No oriel or bay window that projects into a public right-of-way shall exceed 10 feet in width. Oriel and bay windows shall not be permitted to project into a public right-of-way which is less than 30 feet in width.
- (9) Exterior hose connections for fire protection equipment, in approved locations, projecting not more than 8 inches, provided that such connections are a minimum of 1 ½ feet but not more than 3 feet above the adjacent established grade.
- (10) Awnings, canopies and sunshades when constructed and located as regulated in Sec. 6.29.
- (11) Remodeled building facades encroaching a maximum of 6 inches.
- (12) Temporary encroachments and use of public thoroughfares during erection, construction, enlargement, alteration, repair, renovation, moving, removing or demolition of buildings and structures provided that a permit is obtained pursuant to Sec. 6.28 (d).
- (13) Signs or advertising devices when constructed as regulated in Ch. 17.
- (14) Roof gutters and conductors may not project above grade into a public right-of-way.
- (15) The cutting of street curbs, the installation of driveways and any construction therewith, when in conformity with rules and regulations of the City Engineer and permitted by the City Engineer.

- (16) Electrical or gas lighting fixtures attached to the exterior walls of buildings or structures, in approved locations, projecting not more than one foot, provided that the lowest portion of the fixture is a minimum of 7 feet but not more than 10 feet above the adjacent established grade. The fixtures, when more than 10 feet above grade, may extend 5 feet into the public right-of-way.
- (17) Security cameras attached to the exterior walls of buildings or structures projecting not more than 5 feet into the public right-of-way, provided they are greater than 10 feet above the adjacent established grade.
- (18) Sewer manholes and catch basins shall be permitted when protected with metal covers or gratings, approved by the City Engineer, flush with the top surface of the street walk, designed to support a live load of 250 pounds per square foot. Such covers or gratings shall be maintained normally closed and secured in place, and when open shall be equipped with approved guards to prevent accidents.
- (19) Temporary monitoring wells when associated with a remediation project recognized by the State of Wisconsin.
- (20) Flagpoles for the flying of federal, state, county or municipal flags only, attached to the exterior walls of buildings or structures, projecting a distance not closer than 3 feet from the curb line, provided the flag and pole have at least 8 feet clearance above the street walk.
- (21) Items installed in the public right-of-way as part of a streetscape for which a maintenance agreement, approved by the Common Council, has been fully executed.
- (22) Decorative landscaping edging in the public right-of-way provided:
 - a. **PLANTING OF FLOWERS.** The planting of flowers in the public right-of-way is permitted as long as it does not encroach in the minimum unobstructed 5'-wide path of pedestrians or block the vision of motorists. The diggers hotline must be contacted at least 3 business days prior to any excavation related to this subsection.
 - b. **REQUIREMENTS.** Plants may not grow so as to obstruct or encroach upon the curb or sidewalk, block sight lines to the street, be higher than 3 feet or potentially create a trip hazard on the sidewalk or roadway. The Engineering Department may issue additional planting guidelines.
 - c. **LANDSCAPING EDGING.** Decorative landscaping edging is permitted in the public right-of-way. It may not obstruct or encroach upon the curb or sidewalk, block sight lines to the street or potentially create a trip hazard on the sidewalk or roadway.
 - d. **CITY LIABILITY.** The City shall be held harmless from and against any damages to plantings permitted in this section occurring due to City operations or repairs including tree trimming, tree removal, stump removal, tree planting, utility repair and plowing or salting.
 - e. **VIOLATIONS.** If the Engineering Department determines that circumstances warrant, the property owner shall be notified and given 30 days to correct the violation. If the property owner does

not remove the plant material within 30 days, the Engineering Department will take corrective action. The cost of any corrective action shall be a special charge against the property.

- (23) Approved appliances and devices used in connection with equipment not otherwise regulated herein, in approved locations, projecting not more than one foot, provided the lowest portion thereof is a minimum of 10 feet above the adjacent established grade.
 - (24) Temporary obstructions, authorized by permit.
 - (25) Sidewalk Area Dining Facilities as provided by Section 6.26.
 - (26) Wayfinding Signs, except for signs subject to an airspace lease, which shall be permitted if approved by a separate Ordinance.
 - (27) Publicly owned benches.
 - (28) Publicly owned Bicycle Parking Facilities.
 - (29) Publicly owned Flower Pot Holders and Planter Beds.
 - (30) Special Privilege Permits granted pursuant to Common Council Resolution.
- (e) Permissible Projections, Obstructions and Encroachments – City Wide. Under the conditions prescribed in this section and within the limitations regulated herein the following projections, obstructions and encroachments beyond a right-of-way line are permitted throughout the City:
- (1) Building materials delivered and temporarily stored on any street, alley or sidewalk shall be neatly and compactly piled along pavement sides in such a manner as to minimize inconvenience to property owners, vehicular traffic, pedestrians and the general public. Materials shall not be placed within twenty (20) feet of any hydrant. Private drives shall be kept open. Trees and other improvements shall be protected from damage. Barricades with flashing lights will be set to warn of materials stored on the pavement. The City may order additional safety devices, and the contractor, or owner, shall pay all costs associated with their placement. These and any other conditions shall be prescribed by the City Engineer.
 - (2) Public utility encroachments duly authorized by state law or the City.
 - (3) Goods, wares, merchandise, or fixtures being loaded or unloaded which do not extend more than three (3) feet onto the sidewalk. Such items shall be removed within three (3) hours.
- (f) Enforcement. This Section shall be enforced by the Zoning Administrator.

SECTION 3: Section 6.28 of the Municipal Code is created to read as follows:

SEC. 6.28 PERMITS

- (a) No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, raze or demolish any permissible projection regulated in Section 6.27 or any existing projections without first obtaining a permit from the Building Commissioner which shall provide that the permittee holds the City harmless for any work done pursuant to said permit and provided that the permittee shall be responsible for any damages to existing buildings and utilities and paying the fee as specified in Section 3.40.

- (b) No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, raze or demolish any permissible projection regulated in Section 6.27 or any existing projections without first providing to the City Engineer a Certified Survey depicting the projection, obstruction or encroachment at multiple locations as directed by the City Engineer.
- (c) No person shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, raze or demolish any permissible projection, obstruction or encroachment regulated in Section 6.27(5) without first obtaining a permit from the Building Commissioner and obtaining approval of a shoring plan from the City Engineer and providing a surety bond as approved by the City Engineer or City Attorney.
- (d) No person shall temporarily encroach upon or use the public thoroughfares during erection, construction, enlargement, alteration, repair, renovation, moving, removing or demolition of buildings or structures without first obtaining a permit from the City Engineer.

SECTION 4: Section 6.29 of the Municipal Code is created to read as follows:

SEC. 6.29 AWNINGS, CANOPIES AND SUN SHADES

- (a) Definition. In this section “awning, canopy or sun shade” means a roof-like structure attached to the exterior of a building or structure in an approved manner.
- (b) General regulations. Awnings, canopies and sun shades, when projecting beyond the street line shall comply with the regulations of this section. No awning, canopy or sun shade shall project into a public right-of-way which is less than 30 feet in width.
- (c) Length. There shall be no limitation on the length of an awning, canopy or sun shade.
- (d) Projection. The projection of an awning, canopy or sun shade from the right-of-way line shall not exceed ½ the distance from such right-of-way line to the curb line, but not more than 6 feet in any case. If a sidewalk is less than 12 feet in width, the awnings may project 6 feet, but not closer than 3 feet to the curb line.
- (e) Clearance. There shall be not less than 10 feet in the clear between any point of an awning, canopy or sun shade and the sidewalk grade below.
- (f) Construction and design. Awnings, canopies and sun shades shall be:
 - (1) Constructed of noncombustible, rust-resistive materials. Awnings covered in cloth, canvas or other approved pliable material shall be sufficiently flame-proofed and approved by Fire Department.
 - (2) Supported entirely by the building or structure to which they are attached.
 - (3) Designed and supported to withstand snow and other loads of not less than 25 pounds per square foot and wind pressure of 20 pounds per square foot applied in any direction.
- (g) Signs and advertising. No sign or advertising device shall be hung from, attached to, printed or painted on an awning, canopy or sun shade unless the sign complies with the sign regulations of Ch. 17.

SECTION 5: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 6: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this 21st day of April, 2015.

Passed and adopted this 21st day of April, 2015.

President, Common Council

Approved this 21st day of April, 2015.

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: April 21, 2015

Item No.: 11

Recommendation: That the Common Council concur with the CDA's recommendation to purchase 47 LED pole-mounted holiday decorations, brackets, and electrical supplies in an amount not to exceed \$39,792.72.

Background: As part of its business promotions activities, both the CDA and Council have funded the purchase of holiday decorations along Howell and Puetz Avenues. The City uses low energy consumption LED decorations and some banners which have proven to be effective and reliable. We expect to have several of the businesses at Drexel Town Square open for the 2015 holiday season including the new City Hall and Library. Placement of holiday decorations consistent with our current inventory on Howell Avenue north to east Fieldstone Circle (Gables apartment complex) and on Drexel Avenue from Howell to the I94 interchange are recommended (see attached map showing current and proposed areas where holiday decorations are installed).

These holiday decorations are mounted on City street lights and require mounting brackets to be installed and electrical work (City crews perform this work) to be performed. City crews also install and remove the holiday decorations annually.

Fiscal Impact: The CDA budget includes \$102,000 for advertising and promotions with an expected year end fund balance of \$560,642. Original capital purchases of holiday decorations are appropriate and recommended from the CDA fund. Capital replacement costs and maintenance costs are appropriate for inclusion in the Streets Department budget.

Fiscal Review by:

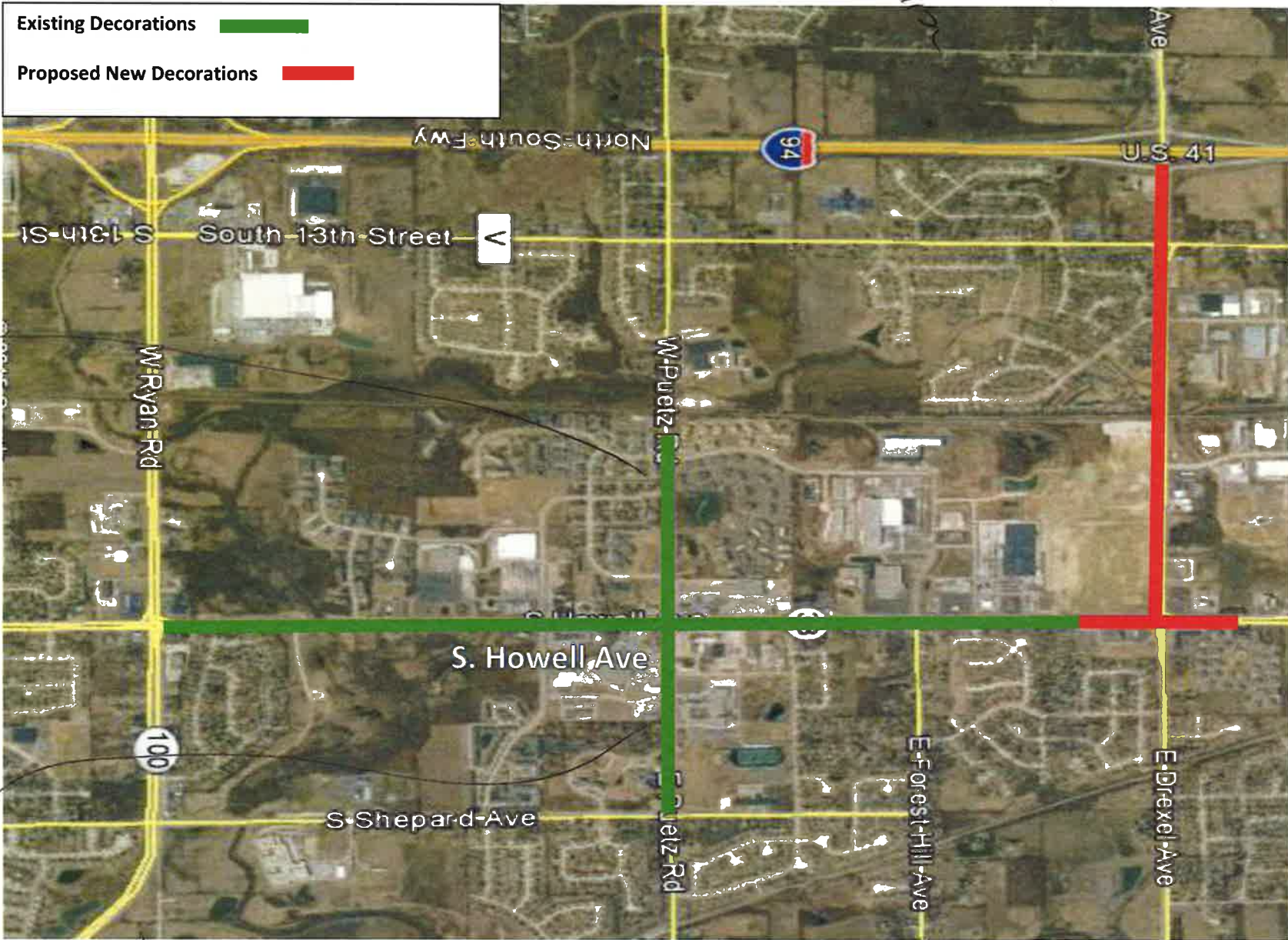

Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

per Mike S. 4/11/15
Howell median
Street light poles in Howell median

Existing Decorations █
Proposed New Decorations █



320

320

329

16 | 12

88

46

40

(86)

City of Oak Creek Common Council Report

Meeting Date: April 21, 2015

Item No.: 12

Recommendation: Authorize City Administrator to sign a professional services agreement with Graef for grant administration assistance for the Idle Industrial Site Redevelopment Grant received by the City for the HSA/Froedtert project at Drexel Town Square in an amount not to exceed \$12,000.

Background: The City was recently notified it has been awarded an Idle Industrial Site Redevelopment Grant from the Wisconsin Economic Development Corporation (WEDC) for up to \$1 million in assistance for building a parking ramp (see attached award letter) in connection with a proposed construction of a medical facility at Drexel Town Square.

The City's required administrative performance and submittals under the terms of the state grant agreements are significant and time consuming. They are best met and provided for through specialized skills. The City has used the services of Graef to help in the completion of administrative requirements and reporting for a number of grants the City has received. We are recommending this process continue for our Idle Industrial Site Redevelopment Grant. Costs incurred by the City for this work are also reimbursable through TID 11 increment payments.

Fiscal Impact: Costs for these services will not exceed \$12,000 and will be reimbursed to the City through the increment generated in TID 11,

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

March 10, 2015

The Honorable Stephen Scaffidi
Mayor
City of Oak Creek
8640 South Howell Avenue
P.O. Box 27
Oak Creek, WI 53154

Dear Mayor Scaffidi:

I am very pleased to inform you that the City of Oak Creek has been awarded an Idle Industrial Sites Redevelopment Grant of up to One Million and 00/100 Dollars (\$1,000,000) to assist in the redevelopment of the Drexel Town Square by funding a transportation infrastructure improvement.

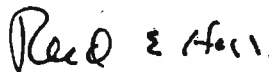
The Wisconsin Economic Development Corporation (WEDC) reviewed 9 applications requesting almost \$7.2 million. As a result, the Idle Industrial Sites Redevelopment review process was extremely competitive and WEDC was only able to make a limited number of awards. It was very evident that the effort of the City of Oak Creek to secure a commitment of a renowned medical services organization to establish a large medical office building on the former Delphi brownfield site clearly has the potential to make a substantial impact on the community and we look forward to participating in the project.

Public announcements about the project must be coordinated before being released since this is a collaborative project involving WEDC and the the City of Oak Creek. Inquiries regarding award announcements should be directed to Mark Maley, Public Information Officer, at (608) 210-6767.

We ask that you acknowledge the acceptance of this award by signing, dating and returning this letter by March 24, 2015.

WEDC is firmly committed to doing everything possible to expedite the processing and awarding of this economic development incentive. Please contact Community Account Manager, Kathryn Berger at (608) 210-6822 if you have any questions regarding WEDC's proposal.

Sincerely,



Reed E. Hall
Secretary / CEO

RH:ar

cc: Kathryn Berger, WEDC Community Account Manager



201 W. Washington Avenue
Madison, WI 53703

P.O. Box 1687
Madison, WI 53701

(608) 210-6766
BUS. INWI.BIZ

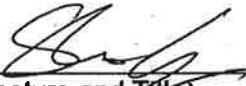
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ACCEPTANCE OF THE PROPOSAL:

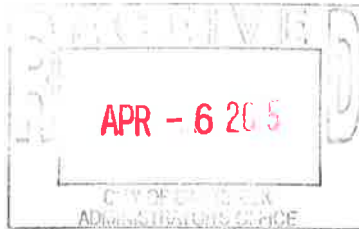
This letter of intent represents the extent of WEDC's participation in the project. The letter can be accepted by signing below and returning the signed document to WEDC by email at contracts@WEDC.org by 5:00 pm CST by March 24, 2015.

The City of Oak Creek agrees to move forward in good faith toward executing a contract based on the framework outlined in the Idle Industrial Sites Redevelopment application submitted to WEDC.

The Redevelopment Authority of the City of Oak Creek agrees to consult with WEDC before making any public announcement regarding the award.

 MAYOR - CITY OF OAK CREEK 3/17/15
(Signature and Title) (Date)

STEPHEN SCARPINI MAYOR - CITY OF OAK CREEK
(Type or Print Name and Title Signed Above)



1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

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March 30, 2015

Jerry Peterson
City of Oak Creek
8640 S. Howell Ave.
Oak Creek, WI 53154

Subject: Proposal for IISR Grant Administration Services

Dear Jerry Peterson:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the City of Oak Creek (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services for administration of the Idle Industrial Site Redevelopment (IISR) grant that the City of Oak Creek recently was awarded (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

Project Understanding

The City of Oak Creek was successful in securing \$1 million from the Idle Industrial Site Redevelopment grant program. This award has been made to assist in the funding for construction of a parking ramp as part of a large medical office complex at Drexel Town Square. As a stipulation of the grant award, the City of Oak Creek is obligated to follow certain state and federal program requirements related to administration of the grant project. GRAEF has professional staff available experienced in grant administration and proposes to assist the City of Oak Creek to meet these program requirements.

Scope of Services

GRAEF proposes to assist the City of Oak Creek city staff with required grant administration tasks outlined as follows:

Periodic Reporting

The IISR grant program requires semi-annual performance reporting. GRAEF proposes to assist the City of Oak Creek to collect necessary information, complete required performance report forms, and submit them on behalf of the City of Oak Creek.

Progress Draw Requests

Because the IISR program is managed on a disbursement basis, the City of Oak Creek must demonstrate that tasks defined in the grant contract have been completed and costs incurred and documented before the City is eligible to request reimbursement. GRAEF proposes to assist the City of Oak Creek to collect documentation for project expenditures and to complete reimbursement forms necessary to process grant progress payments. GRAEF will

also assist in coordinating processing of the payment requests at the state level should problems arise in getting paid.

Match Funds Documentation

The IISR program requires match funding for the grant award. GRAEF proposes to assist the City of Oak Creek to document project expenditures according to funding categories established by the grant program. GRAEF will also work to coordinate match funding from HSA and Froedtert where allowed as match funding for the grant projects.

Job Creation Documentation

Because job creation is a major inducement for grant funding and is important to the state level administrators of the grant programs, GRAEF proposes to work with the City of Oak Creek to document job creation to the extent possible.

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- It is assumed that the majority of grant reimbursement related project work can be completed by December 31, 2015. However, long term reporting requirements and documentation of overall project implementation will continue until December 31, 2016.

For this Project, it is our understanding Client will provide the following services, items and/or information:

- Work and Safety Plan, verified statement, affirmative action plan, and other documents stipulated in the WEDC contract
- Financial audit provided by an independent audit firm as required by WEDC for the grant administration
- Staff assistance as required to comply with grant administration requirements specified by WEDC

For all Basic Services, Client agrees to compensate GRAEF as follows:

in an amount not to exceed \$12,000, OAP
Services will be provided on a time and material basis. Grant Specialist (Ron Van Straten) will be invoiced at \$120 per hour. All other staff, if utilized, will be invoiced at standard rates. A schedule of standard rates is available upon request. Total compensation for Basic Services is estimated to be ~~\$12,000~~. This cost estimate assumes no more than six total grant draw requests and one meeting in the City of Oak Creek. If the project scope is expanded, compensation will be negotiated to reflect the additional work.

Additional Services as may be requested shall be provided on a time and materials basis. Grant Specialist (Ron Van Straten) will be invoiced at \$120 per hour. All other staff, if utilized, will be invoiced at standard rates. A schedule of standard rates is available upon request.



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To accept this proposal, please sign and date both of the enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to the City of Oak Creek.

Sincerely,

Graef-USA Inc.

Accepted by: City of Oak Creek

Ron Van Straten
Grant Specialist

(Signature)

Michael J. Lefebvre, P.E.
Vice-President

Jerry Peterson
(Name Printed)

City Administrator
(Title)

Date: _____



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on March 30, 2015 (Agreement) by and between Graef-USA Inc. (GRAEF) and the City of Oak Creek (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

City of Oak Creek Common Council Report

Meeting Date: April 21, 2015

Item No.: 13

Recommendation: The City Administrator recommends providing the City of St. Francis a credit in the amount of \$34,936 for first quarter 2015 contractual payments due the City of Oak Creek.

Background: The City of Oak Creek has entered into an intergovernmental agreement with the City of St. Francis for dispatch services. The terms of that agreement provide for a 2015 payment of \$235,000 in four quarterly installments. In addition, St. Francis has agreed to contribute to various capital expenditures. As the Council is aware, a successful transition of St. Francis dispatch operations occurred in March whereby the City of Oak Creek is providing for all dispatch services for St. Francis Fire and Police operations. This was a significant effort by all involved and operations are running smoothly at this point in time.

The City Administrator believes it is important to maintain a positive working relationship with the City of St. Francis and to treat them with fairness and equity as part of this transition which was the basis of the negotiations which led to the agreement. Leading up to the dispatch transition, the City of St. Francis incurred costs it had not anticipated. These costs are detailed in the attached 4/2/15 memo from St. Francis Administrator Tim Rhode. In reviewing the City of Oak Creek expenses for the first quarter of 2015, the City Administrator has determined Oak Creek costs in the first quarter of 2015 were \$34,936 less than budgeted. An important consideration for both elected bodies in agreeing to the terms of the joint dispatch operations was to provide value and cost effectiveness to each community as part of the agreement. Both parties to this agreement experienced issues which were not fully anticipated as part of this transition. The recommendation to provide a credit to the first quarter billing is offered as a way to address the unexpected circumstances of the transition and meet the spirit of the agreement.

Fiscal Impact: Concurrence with this recommendation would result in a loss of revenues to the City of Oak Creek of \$34,936 but would create goodwill and a sense of fairness and equity which was in the spirit of the agreement. Equitable treatment of St. Francis in this issue will better position the City of Oak Creek to offer dispatch services to other communities.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator



MEMO

To: Gerald Peterson, Oak Creek City Administrator
From: City Administrator, Tim Rhode
Date: 4-2-2015
Re: Dispatch Invoice

Following up from our meeting last week, the City has put together costs associated with the transition to the Oak Creek dispatch center. Thank you for agreeing to review the first quarter invoice of this hopefully positive and lengthy relationship between our two communities.

While we attempted to anticipate all costs and options while negotiating on behalf of each of our communities, neither group could have predicted how the last months leading up to the transition would have actually played out. Thus, I appreciate your flexibility and willingness to review the January, February and March invoice.

Attached to this memo is our hard cost associated with that time frame and request an adjustment down from the \$58,750/first quarter bill. While the City of St. Francis had some unexpected cost due to staffing changes, I am aware of additional cost associated with those on your end. The original intent of the contract was to move our 4 full-time dispatchers over to the Oak Creek employees effective January 1, 2015. However, only 2 moved over initially and only 1 employee stayed with Oak Creek during most of that transition. Thus, the City of St. Francis was in one sense paying for one position per shift, while only 1 employee had transitioned.

Documents attached:

- GovtempsUSA Invoice for temp dispatchers from 1-1-2015 to present Page 1&2
- St. Francis Police Officer OT sitting at Dispatch Chart Page 3
- Information Technology Consultant Mike Williams time log specifically for Dispatch Project Page 4-6

Please review these items and if you have any question please do not hesitate to call or email.

Thank You,

Tim Rhode

Tim Rhode City of St. Francis, WI 53235 // Phone: (414) 481-2300 TRhode@Stfranwi.org

Vendor: **3692 GOVTEMPSUSA LLC**
P O BOX 75343

CHICAGO, IL 60675-5343

Phone:
Contact:
Activation Date:
Termination Date:
Terms Code: Open Terms
Default Description:
Standard GL Accou
Vendor Type: Normal
Rating:
1099 ID Number:
Balance: 8,487.50

Total Billed

Totals Category	Report Dates	Year 2015	Year 2014
1099 Amount		.00	.00
Purchases		28,700.00	28,700.00
Adjustments		.00	.00
Payments		20,212.50	20,212.50
Discounts		.00	.00
Discounts Lost		.00	.00

	Date	Number	Amount
Last PO:	01/01/0001		.00
Last Invoice:	03/05/2015	1675433	4,252.50
Last Check:	03/17/2015	65954	8,820.00

Invoice Detail

Invoice Date	Invoice Number	Seq	GL Period	Type	Input Date	Description	Amount	Payment Due Date	Discount	PO Number	PO Seq	Check Number	GL Account	1099 Type
01/22/2015	1654043	1	02/15	Invoice	02/09/2015	DISPATCHERS	1,408.75	02/17/2015	-			65759	40-6009-004	None
01/22/2015	1654044	1	02/15	Invoice	02/09/2015	DISPATCHERS	1,802.50	02/17/2015	-			65759	40-6009-004	None
01/22/2015	1654045	1	02/15	Invoice	02/09/2015	DISPATCHERS	2,292.50	02/17/2015	-			65759	40-6009-004	None
02/05/2015	1660854	1	03/15	Invoice	02/18/2015	DISPATCHERS	2,012.50	03/03/2015	-			65858	40-6009-004	None
02/05/2015	1660855	1	03/15	Invoice	02/18/2015	DISPATCHERS	3,876.25	03/03/2015	-			65858	40-6009-004	None
02/19/2015	1667802	1	03/15	Invoice	03/06/2015	DISPATCHERS	3,850.00	03/17/2015	-			65954	40-6009-004	None
02/19/2015	1667803	1	03/15	Invoice	03/06/2015	DISPATCHERS	4,970.00	03/17/2015	-			65954	40-6009-004	None
03/05/2015	1675432	1		Invoice	03/20/2015	DISPATCHERS	4,235.00	04/08/2015	-				40-6009-004	None
03/05/2015	1675433	1		Invoice	03/20/2015	DISPATCHERS	4,252.50	04/08/2015	-				40-6009-004	None

Check Detail

Check Date	Check Number	Seq	GL Period	Type	Input Date	Amount	Discount Taken	Discount Lost	Invoice Number	Inv Seq	Invoice Description	Bank	GL Account	1099
02/17/2015	65759	1	02/15	Calculated	02/12/2015	1,408.75	.00	.00	1654043	1	DISPATCHERS	1	40-6009-004	None
02/17/2015	65759	2	02/15	Calculated	02/12/2015	1,802.50	.00	.00	1654044	1	DISPATCHERS	1	40-6009-004	None
02/17/2015	65759	3	02/15	Calculated	02/12/2015	2,292.50	.00	.00	1654045	1	DISPATCHERS	1	40-6009-004	None
03/03/2015	65858	1	03/15	Calculated	02/25/2015	2,012.50	.00	.00	1660854	1	DISPATCHERS	1	40-6009-004	None

Check Date	Check Number	Seq	GL Period	Type	Input Date	Amount	Discount Taken	Discount Lost	Invoice Number	Inv Seq	Invoice Description	Bank	GL Account	1099
03/03/2015	55858	2	03/15	Calculated	02/26/2015	3,876.25	.00	.00	1660855	1	DISPATCHERS	1	40-6009-004	None
03/17/2015	55954	1	03/15	Calculated	03/12/2015	3,850.00	.00	.00	1667802	1	DISPATCHERS	1	40-6009-004	None
03/17/2015	65954	2	03/15	Calculated	03/12/2015	4,970.00	.00	.00	1667803	1	DISPATCHERS	1	40-6009-004	None

PO Detail

PO Date	PO Number	Seq	GL Period	Type	Input Date	Description	Amount	PO Balance	Req Number	Re Seq	Invoice Number	GL Account	Recvd
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Requisition Detail

Requisition Date	Requisition Number	Seq	Status	Status Date	Description	Amount	PO Number	GL Account
------------------	--------------------	-----	--------	-------------	-------------	--------	-----------	------------

Report Criteria:

[Report].Vendor Number = 3692

April 1st, 2015

Officers Dispatching Overtime Log

Date	Name	Hours	Hourly	Overtime	
				Rate	Wage
1/1/2015	HUNTER	4	33.7	50.55	202.2
1/1/2015	DIETRICH	4	33.7	50.55	202.2
1/2/2015	MARTINEZ	4	33.7	50.55	202.2
1/2/2015	DORNAK	4	33.7	50.55	202.2
1/4/2015	JACKSON	8	33.7	50.55	404.4
1/6/2015	JACKSON	4	33.7	50.55	202.2
1/6/2015	MAZUR	4	33.7	50.55	202.2
1/11/2015	LUCHT	4	33.7	50.55	202.2
1/12/2015	LUCHT	4	33.7	50.55	202.2
1/12/2015	JACKSON	4	33.7	50.55	202.2
1/13/2015	JACKSON	4	33.7	50.55	202.2
1/13/2015	LUCHT	8	33.7	50.55	404.4
1/15/2015	LUCHT	4	33.7	50.55	202.2
1/15/2015	DORNAK	4	33.7	50.55	202.2
1/17/2015	JACKSON	8	33.7	50.55	404.4
1/18/2015	MCMANUS	4	33.7	50.55	202.2
1/19/2015	JACKSON	4	33.7	50.55	202.2
1/20/2015	LUCHT	4	33.7	50.55	202.2
1/24/2015	MCMANUS	4	33.7	50.55	202.2
1/27/2015	DORNAK	4	33.7	50.55	202.2
1/28/2015	JACKSON	8	33.7	50.55	404.4
2/2/2015	JACKSON	4	33.7	50.55	202.2
<u>2/14/2015</u>	<u>DORNAK</u>	<u>4</u>	<u>33.7</u>	<u>50.55</u>	<u>202.2</u>
totals		108			5,459.40

Page # 3

Project Summary

Date Start: 2/1/2014 | Date End: 3/25/2015 | Clients: CSF | Project: OCD | Users: All | Account Managers: All

Date	User	Description	Rate/ Unit Price	Labor Time/ Quantity	Billable Time/ Cost Price	Bill Amt/ Sell Price
CSF						
OCD						
05/01/2014	Mike Williams	WCC Tour	\$0 hr	2.80	2.80	\$0.00
05/06/2014	Mike Williams	Meet w/Tim	\$0 hr	0.50	0.50	\$0.00
05/23/2014	Mike Williams	Radio System County Rep meeting	\$0 hr	2.50	2.50	\$0.00
05/28/2014	Mike Williams	meet w Tim	\$0 hr	0.50	0.50	\$0.00
05/29/2014	Mike Williams	Meet with Caesar	\$0 hr	2.00	2.00	\$0.00
07/08/2014	Mike Williams	Meet w/Police Chief	\$0 hr	0.50	0.50	\$0.00
07/08/2014	Mike Williams	Fire Dispatch planning	\$0 hr	0.80	0.80	\$0.00
07/08/2014	Mike Williams	Fire Dispatch planning	\$0 hr	0.50	0.50	\$0.00
07/08/2014	Mike Williams	meet w/Fire Chief	\$0 hr	0.80	0.80	\$0.00
07/09/2014	Mike Williams	IT Meeting OC	\$0 hr	2.00	2.00	\$0.00
08/07/2014	Mike Williams	OCD IT	\$0 hr	1.80	1.80	\$0.00
08/08/2014	Mike Williams	Drop off drive for data at WAPD	\$0 hr	0.30	0.30	\$0.00
08/08/2014	Mike Williams	Pick up data WAPD	\$0 hr	0.30	0.30	\$0.00
08/14/2014	Mike Williams	IT Meeting	\$0 hr	1.50	1.50	\$0.00
08/17/2014	Mike Williams	Create Network diagram for CIB	\$0 hr	1.50	1.50	\$0.00
08/27/2014	Mike Williams	IT meeting	\$0 hr	1.50	1.50	\$0.00
09/03/2014	Mike Williams	Call w/Chris Kalina re OCD	\$0 hr	0.40	0.40	\$0.00
09/04/2014	Mike Williams	OCD IT Meeting	\$0 hr	1.50	1.50	\$0.00
09/18/2014	Mike Williams	Dispatch IT meeting	\$0 hr	2.30	2.30	\$0.00
10/09/2014	Mike Williams	IT meeting	\$0 hr	3.00	3.00	\$0.00
10/15/2014	Mike Williams	VPN issues	\$0 hr	1.00	1.00	\$0.00
10/16/2014	Mike Williams	OCD Meeting set up OC VPN	\$0 hr	4.30	4.30	\$0.00
10/28/2014	Mike Williams	WA Data	\$0 hr	1.00	1.00	\$0.00
10/30/2014	Mike Williams	IT meeting via phone	\$0 hr	0.50	0.50	\$0.00
12/03/2014	Mike Williams	Pick up data WAPD	\$0 hr	1.00	1.00	\$0.00
12/04/2014	Mike Williams	OCD IT	\$0 hr	1.50	1.50	\$0.00
12/18/2014	Mike Williams	OCD IT Meeting	\$0 hr	2.00	2.00	\$0.00
12/20/2014	Mike Williams	Deliverables list creation	\$0 hr	0.80	0.80	\$0.00
01/08/2015	Mike Williams	OCD IT meeting	\$0 hr	1.00	1.00	\$0.00
01/14/2015	Mike Williams	OCD Exec meeting	\$0 hr	1.50	1.50	\$0.00
01/26/2015	Mike Williams	Pick up DB	\$0 hr	1.50	1.50	\$0.00
01/29/2015	Mike Williams	Pick up server, meet w/Tim	\$0 hr	2.00	2.00	\$0.00
01/29/2015	Mike Williams	IT meeting	\$0 hr	1.90	1.90	\$0.00

PAGE 4

02/03/2015	Mike Williams	Work at Oak Creek w/John on Server integration	\$0 hr	4.60	4.60	\$0.00
02/03/2015	Mike Williams	Netmo license transfer, testing	\$0 hr	1.00	1.00	\$0.00
02/05/2015	Mike Williams	OCD IT	\$0 hr	3.30	3.30	\$0.00
02/06/2015	Mike Williams	Test Netmotion, gather client files, examine group policies	\$0 hr	6.30	6.30	\$0.00
02/10/2015	Mike Williams	Work on testing, setup	\$0 hr	6.20	6.20	\$0.00
02/12/2015	Mike Williams	IT meeting, review Netmo setup	\$0 hr	3.00	3.00	\$0.00
02/13/2015	Mike Williams	Telephone meeting with PD	\$0 hr	1.00	1.00	\$0.00
02/16/2015	Mike Williams	Misc testing and prep for 2/18 switch	\$0 hr	3.50	3.50	\$0.00
02/16/2015	Mike Williams	Dispatch meeting	\$0 hr	2.00	2.00	\$0.00
02/17/2015	Mike Williams	Work on Hosting move. Attend IT meeting. Meet with OC IT. Prep for move	\$0 hr	6.40	6.40	\$0.00
02/18/2015	Mike Williams	Pick up SF data from WA deliver to OC, Upgrade CAD, inhouse, move TraCS files, work on MDC units, Contact NM support for license transfer	\$0 hr	10.90	10.90	\$0.00
02/19/2015	Mike Williams	Hosting change work, update squads, fix TraCS, work on issues, IT meeting	\$0 hr	12.30	12.30	\$0.00
02/20/2015	Mike Williams	Meet with TDS	\$0 hr	1.90	1.90	\$0.00
02/23/2015	Mike Williams	Work on issue cleanup, planning for next phase, City Atty Laptop.	\$0 hr	5.00	5.00	\$0.00
02/24/2015	Mike Williams	Review coded changes with IT comm., discuss phone routing issues, continue workstation migration to OC, meet w/Tim	\$0 hr	7.40	7.40	\$0.00
02/26/2015	Mike Williams	Remote cctv access, WDA	\$0 hr	2.50	2.50	\$0.00
02/27/2015	Mike Williams	IT Meeting review multi-juris first run	\$0 hr	3.40	3.40	\$0.00
03/02/2015	Mike Williams	Dispatch project, cctv setup for OC	\$0 hr	1.50	1.50	\$0.00
03/02/2015	Mike Williams	IT meeting review data	\$0 hr	7.20	7.20	\$0.00
03/03/2015	Mike Williams	Data Review, set up CCTV at OCPD, Test user profiles, Panic system testing, firewall work.	\$0 hr	8.50	8.50	\$0.00
03/04/2015	Mike Williams	Data Review, work w/CCTV vendor to add vestibule cameras, update CAD & WDA settings, Panic testing, firewall work.	\$0 hr	9.60	9.60	\$0.00
03/05/2015	Mike Williams	Cutover phones, testing, resolve issues, IT meeting, OCD visit to work on panic and cameras, Dispatcher training	\$0 hr	8.20	8.20	\$0.00
03/05/2015	Mike Williams	Set up FD email for CAD info, send documentation.	\$0 hr	0.50	0.50	\$0.00
03/06/2015	Mike Williams	Configure OCPD CCTV view, continue client setup in Oak Creek, decommission dispatch @4235,	\$0 hr	6.30	6.30	\$0.00
03/10/2015	Mike Williams	IT meeting	\$0 hr	2.00	2.00	\$0.00
03/13/2015	Mike Williams	911 bid review	\$0 hr	2.30	2.30	\$0.00
03/17/2015	Mike Williams	OCD IT	\$0 hr	2.50	2.50	\$0.00
03/20/2015	Mike Williams	911 Site visits	\$0 hr	7.50	7.50	\$0.00
Total Labor For OCD				183.80	183.80	\$0.00
Total Expense For OCD					\$0.00	\$0.00
Total For OCD						\$0.00
Total Labor For CSF				183.80	183.80	\$0.00
Total Expense For CSF					\$0.00	\$0.00
Total For CSF						\$0.00

PAGE 5

Grand Total Labor	183.80	183.80	\$0.00
Grand Total Expenses		\$0.00	\$0.00
Grand Total			\$0.00

Start to Finish = 183 Hours @ 125/Hour = \$22,875

City of Oak Creek Common Council Report

Meeting Date: April 21, 2015

Item No.: 18

Recommendation: That the Common Council approves payment of the obligations as listed on the April 14, 2015 Vendor Summary Reports.

Background: Of note are the following payments:

1. \$178,128.80 to Advanced Disposal-Muskego (pg #1) for recycling.
2. \$18,901.00 to Bray Associates Architects Inc (pg #1) for Architect services relating to the City Hall, Library and Fire Station.
3. \$7,209.00 to Buelow Vetter Buikema Olson (pg #2) for legal services.
4. \$1,695,406.38 to Corporate Contractors Inc. (pg #3) for City Hall, Library and Fire Station payment.
5. \$8,593.32 to Environ (pg #3) for North Bluff Stabilization Engineering and Administration fees.
6. \$26,521.34 to Core BTS, Inc. (pg #5) for Fiber Optic project.
7. \$30,628.68 to JPMorgan Chase Bank (pg #8) for Equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
8. \$6,830.85 to Minnesota Life Insurance Co. (pg #9) for employee life insurance.
9. \$25,250.00 to Ring & Duchateau (pg #10) for Commissioning at the City Hall, Library, and Fire Station.
10. \$11,200.00 to Tyler Technologies, Inc. (pg #11) for Assessing services.
11. \$18,242.00 to Wheaton Franciscan Medical Grp (pg #12) for recruitment testing.
12. \$7,551.91 to WE Energies (pg #12) for street lighting, electricity and Natural Gas.

Fiscal Impact: Total claims paid of \$2,099,009.10.

Prepared by/Fiscal Review by:



Bridget M. Souffrant, CMTM
Finance Director/Comptroller

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: April 21, 2015

Item No.: 19

Recommendation: That the Council adopts Resolution No. 11599-042115 approving a certified survey map for the properties at 9175, 9235, and 9325 S. 5th Ave., 3975 E. American Ave.

Background: The Oak Creek Water and Sewer Utility is requesting approval of a Certified Survey Map that will combine the properties located at 9175, 9235, and 9325 S. 5th Ave., and 3975 E. American Ave. Council Members will recall that the properties at 9175 S. 5th Ave., 9235 S. 5th Ave., and 3975 E. American Ave. were rezoned to I-1, Institutional with a Conditional Use for water treatment facility water storage and high service distribution pump facilities in January of this year. Combining these properties will not affect the existing structures.

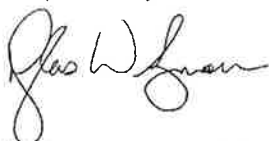
Several changes will be required on the map prior to recording, including wetland boundaries, easements, and an incorrect bearing.

The Plan Commission has reviewed this request and has recommended its approval with the following conditions:

1. That all wetlands are delineated and boundaries included on the map prior to recording.
2. That all easements are included on the map prior to recording.
3. That all technical corrections, including the updated bearing on Sheet 3, are made prior to recording.

Fiscal Impact: This CSM affects City property that is currently developed with the Water and Sewer Utility treatment plant. Combining the properties will allow the Utility to construct additional required treatment and water storage facilities. There are outstanding deferred assessments of \$3930.75 that must be paid prior to recording of the CSM.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11599-042115

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR OAK CREEK WATER AND SEWER UTILITY

9175, 9235, and 9325 S. 5th Ave., 3975 E. American Ave.
(4th Aldermanic District)

WHEREAS, OAK CREEK WATER AND SEWER UTILITY, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

WHEREAS, the Plan Commission has recommended that this certified survey map be approved subject to the following conditions:

1. That all wetlands are delineated and boundaries included on the map prior to recording.
2. That all easements are included on the map prior to recording.
3. That all technical corrections, including the updated bearing on Sheet 3, are made prior to recording;

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following conditions:

1. That all wetlands are delineated and boundaries included on the map prior to recording.
2. That all easements are included on the map prior to recording.
3. That all technical corrections, including the updated bearing on Sheet 3, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21st day of April, 2015.

Passed and adopted this 21st day of April, 2015.

President, Common Council

Approved this 21st day of April, 2015.

Mayor

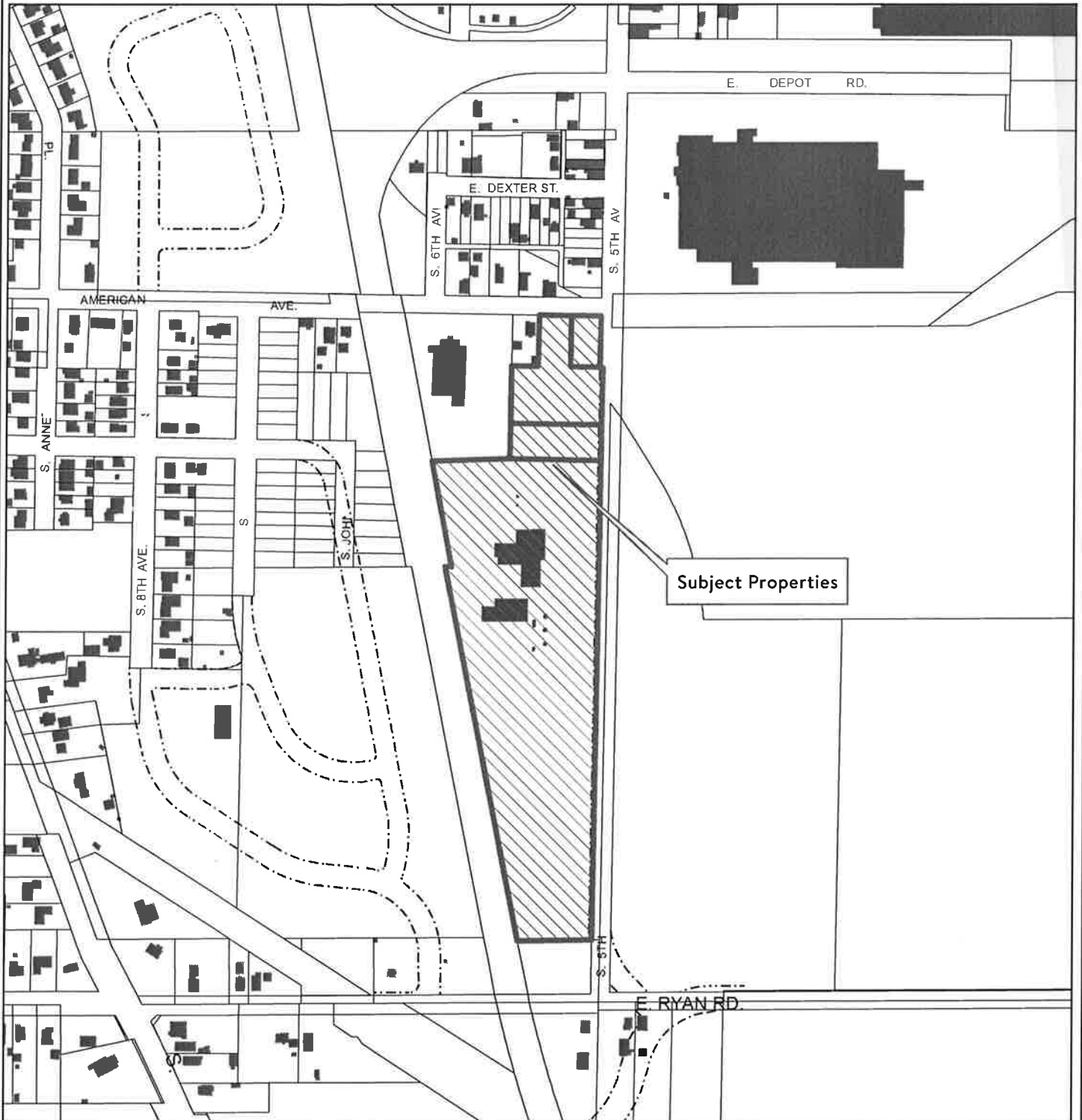
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map

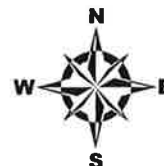
9175 S. 5th Ave., 9235 S. 5th Ave., 9325 S. 5th Ave., and
3975 E. American Ave.





OAKCREEK

— WISCONSIN —

Department of Community Development



Legend

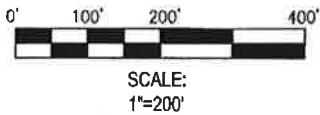
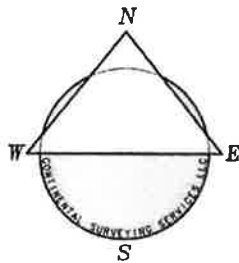
-  Subject Properties
-  Existing Street Pattern

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

Certified Survey Map

A re-division of Certified Survey Map No.: 1120 and unplatted lands being a part of the Northeast 1/4 of the Southeast 1/4, and also other unplatted lands being a part of the Southeast 1/4 of the Southeast 1/4, All in Section 23, Township 5 North, Range 22 East, Located in the City of Oak Creek, Milwaukee County, Wisconsin.

East 1/4 Corner of Section 23-5-22 (Conc. Mon. w/Brass Cap)



Curve Data

RAD. = 5680.15'
 ARC = 185.17' (1)
 CHD. = 185.16'
 BRG. = N 11°43'50" W
 TAN. BRG. = N 12°39'52" W
 TAN. BRG. = S 10°47'48" E



NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, in which the East line of the SE 1/4 of Section 23, Township 5 North, Range 22 East bears S 00°52'00" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this XXth day of MONTH, 2015 Sheet 1 of 5

CONTINENTAL SURVEYING SERVICES LLC



Registered Land Surveyors, Surveying Since 1987

Focusing on You!

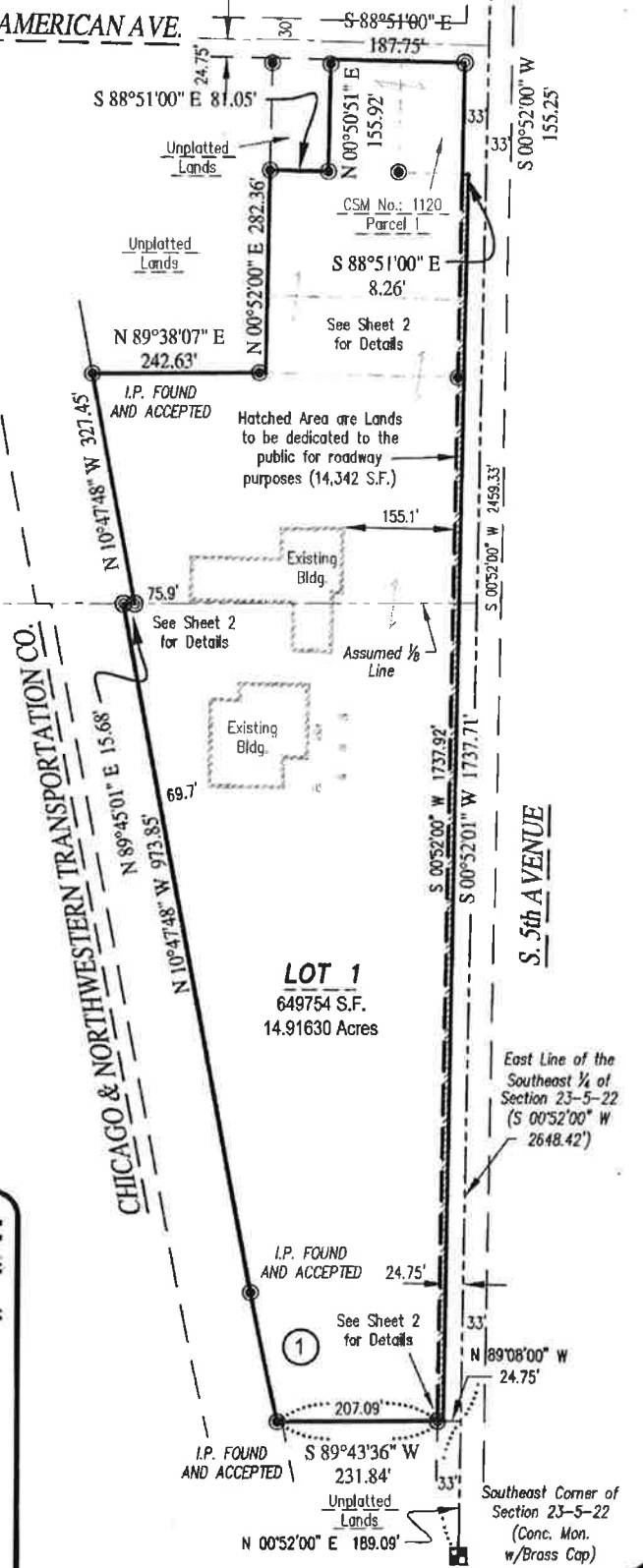
We are your Land Surveyor and Land Surveying Resource

2059 Hwy 175, Suite "A"
 Richfield Wl. 53076
 Phone: (262) 389-9200
 Website: www.csssurveys.com
 Email: survey@csssurveys.com

E. AMERICAN AVE.

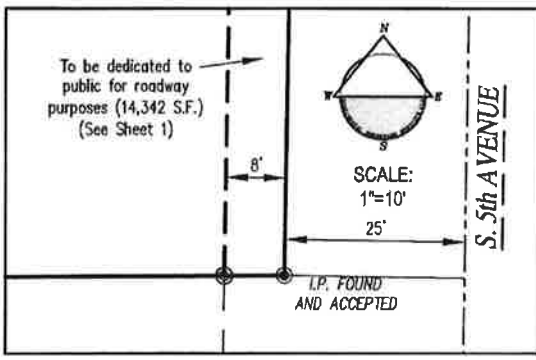
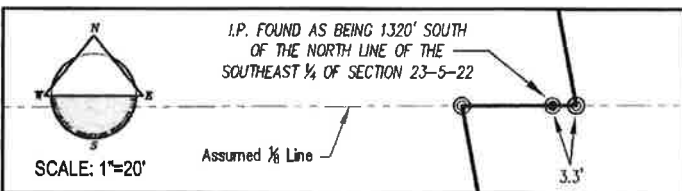
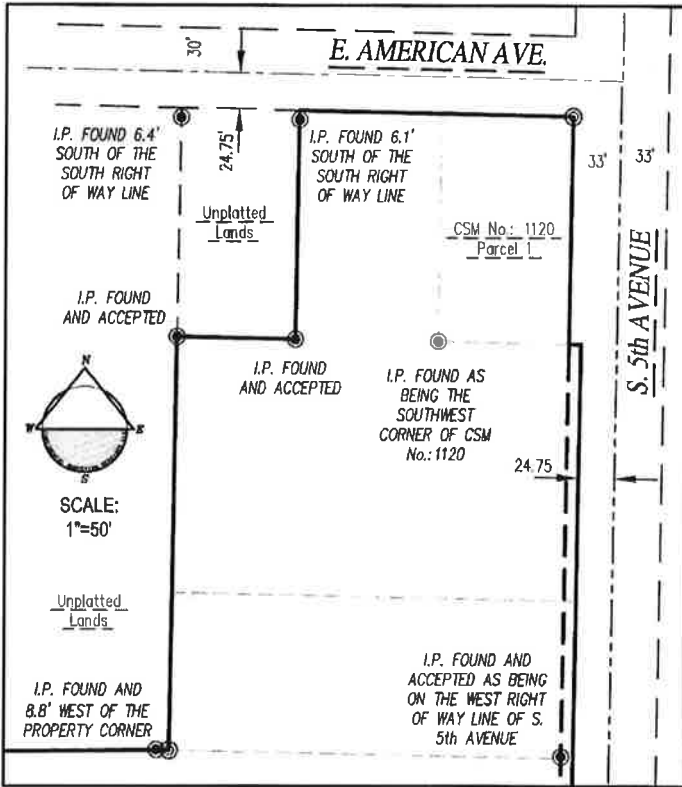
CHICAGO & NORTHWESTERN TRANSPORTATION CO.

S. 5th AVENUE



Certified Survey Map

A re-division of Certified Survey Map No.: 1120 and unplatted lands being a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and also other unplatted lands being a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, All in Section 23, Township 5 North, Range 22 East, Located in the City of Oak Creek, Milwaukee County, Wisconsin.



LEGEND

- 1" Iron Pipe Found
- ⊙ 20" x 1" Iron Pipe Set (1.13 lb/foot)

CONTINENTAL SURVEYING SERVICES LLC

Registered Land Surveyors, Surveying Since 1987

Focusing on You!

We are your Land Surveyor and Land Surveying Resource

2059 Hwy 175, Suite "A"
Richfield, WI. 53076
Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, in which the East line of the SE $\frac{1}{4}$ of Section 23, Township 5 North, Range 22 East bears S 00°52'00" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this XXxx day of MONTH, 2015

Certified Survey Map

A re-division of Certified Survey Map No.: 1120 and unplatted lands being a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and also other unplatted lands being a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, All in Section 23, Township 5 North, Range 22 East, Located in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a parcel of land being a re-division of Certified Survey Map No.: 1120 and unplatted lands being a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and also other unplatted lands being a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, All in Section 23, Township 5 North, Range 22 East, Located in the City of Oak Creek, Milwaukee County, Wisconsin, now being more particularly bounded and described and follows:

Commencing at the Southeast Corner of said Section, thence North $00^{\circ}52'00''$ West on and along the East Line of said $\frac{1}{4}$ Section, 189.09 feet to a point; thence North $89^{\circ}08'00''$ East, 24.75 feet to the Point of Beginning of lands hereinafter described;

Thence South $89^{\circ}43'36''$ West, 231.84 feet to a point on the East Right of Way Line of Chicago & Northwestern Transportation Company; thence Northwesterly on and along said East Line and along an Arc, 185.17 feet, whose Center lies Northeasterly, whose Radius is 5680.15 feet, whose Chord bears North $11^{\circ}43'50''$ West, 185.16 feet to a point; thence North $10^{\circ}47'48''$ West on and along said East Line 973.85 feet to the assumed $\frac{1}{8}$ line; thence North $89^{\circ}45'01''$ East 15.68 feet to a point; thence North $10^{\circ}47'48''$ West, 327.45 feet to a point; thence North $89^{\circ}38'07''$ East, 242.63 feet; thence North $00^{\circ}52'00''$ East, 282.36 feet to a point; thence South $88^{\circ}51'00''$ East, 81.05 feet to a point; thence North $00^{\circ}50'51''$ East, 155.92 feet to a point on the South Line of E. American Avenue; thence South $88^{\circ}51'00''$ East on and along said South line 187.75 feet to the West line of S. 5th Avenue; thence South $00^{\circ}52'00''$ West on and along said West line, 155.25 feet to a point; thence South $88^{\circ}51'00''$ East on and along said West line, 8.25 feet to a point; thence South $00^{\circ}52'00''$ West on and along said West line 1737.71 feet to the place of beginning of this description.

The gross area of said parcel contains 664,096 Square feet or 15.24554 Acres of land more or less.

That I have made such survey, land division and map by the direction of the City of Oak Creek, owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the City of Oak Creek in surveying, dividing and mapping same.

Dated this _____ day of _____, 20_____.

Rick R. Hillmann PLS
Professional Land Surveyor S-3005



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We are your Land Surveyor and Land Surveying Resource

2059 Hwy 175, Suite "A"
Richfield, WI. 53076
Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, in which the East line of the SE $\frac{1}{4}$ of Section 23, Township 5 North, Range 22 East bears S $00^{\circ}52'00''$ W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this XXxx day of MONTH, 2015
Sheet 3 of 5



Certified Survey Map

A re-division of Certified Survey Map No.: 1120 and unplatted lands being a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and also other unplatted lands being a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, All in Section 23, Township 5 North, Range 22 East, Located in the City of Oak Creek, Milwaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE:

(Name of Corporation), a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this Certified survey Map.

(Name of Corporation), does further certify that this Certified Survey Map is mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and requirements and ordinances of the (City, Village, Town) of (Municipality), this _____ day of _____, 20_____.

{First name, Last Name} {Title}

{First name Last Name} {Title}

In the presence of:

(Name of Corporation)

{First name Last Name} {Title}

{First name Last Name} {Title}

STATE OF WISCONSIN)

)ss.

County of (County))

Personally came before me this _____ day of _____, 20_____, {First Name Last Name} {Title} and {First Name Last Name} {Title} of the above named corporation, to me known as the person(s) who executed the foregoing instrument, and to me known to be the {Title and Title respectively} of the corporation, and acknowledged that {they, he, or she} executed the foregoing instrument and acknowledged the same.

Print Name

Notary Public, _____ County, WI.

My Commission Expires:

**CONTINENTAL
SURVEYING
SERVICES LLC**



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2059 Hwy 175, Suite "A"
Richfield Wl. 53076
Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com



NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, in which the East line of the SE $\frac{1}{4}$ of Section 23, Township 5 North, Range 22 East bears S 00°52'00" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this XXxx day of MONTH, 2015
Sheet 4 of 5



Project No.: 20150119_CSM0001

Certified Survey Map _____

A re-division of Certified Survey Map No.: 1120 and unplatted lands being a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and also other unplatted lands being a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, All in Section 23, Township 5 North, Range 22 East, Located in the City of Oak Creek, Milwaukee County, Wisconsin.

CITY OF OAK CREEK PLAN COMMISSION APPROVAL:

Approved by the Plan Commission of the City of Oak Creek on this _____ day of _____, 20____.

Stephen Scaffidi, Mayor & Chairman

Peggy Dlapa, Secretary

COMMON COUNCIL CERTIFICATION OF APPROVAL:

I hereby certify that this Certified Survey Map was approved under the Resolution File No. _____ adopted by the Common Council of the City of Oak Creek on this _____ day of _____, 20____.

Catherine A. Roeske, City Clerk

Stephen Scaffidi, Mayor

CONTINENTAL SURVEYING SERVICES LLC



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2059 Hwy 175, Suite "A"
Richfield Wl. 53076
Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com



NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, in which the East line of the SE $\frac{1}{4}$ of Section 23, Township 5 North, Range 22 East bears S 00°52'00" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this XXxx day of MONTH, 2015
Sheet 5 of 5



City of Oak Creek Common Council Report

Meeting Date: April 21, 2015

Item No.: 20

Recommendation: That the Council adopts Resolution No. 11612-042115 approving a certified survey map for the property at 10751 S. Nicholson Rd.

Background: The applicants are requesting approval of a Certified Survey Map that will split the existing outlot located at 10751 Nicholson Rd. into one building lot and one outlot. Both lots will be of conforming size following the division: Lot 1 will be 18,798 square feet, and Outlot 1 will be 93,240 square feet (or 2.14 acres). Easements are depicted on the north and west property lines of the proposed Lot 1, as well as on multiple sides of the proposed Outlot 1.

The following comments have been received from the Water and Sewer Utility:

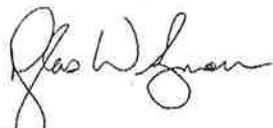
1. Lot 1 does not have a sanitary sewer or water lateral serving it.
2. Outlot 1 has two sewer laterals serving it from Nicholson Road, one of which needs to be capped at the main (possibly both depending on future use).
3. The portion of Outlot 1 adjacent to Richard Road is served by two sewer laterals and one water lateral. One of these sewer laterals will need to be capped at the main.

Staff recommends that the applicants work closely with the Utility to address the concerns and update the CSM with any easements that may be required for water and sewer service to Lot 1.

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

Fiscal Impact: This CSM will create one new single-family residential building lot for future development. Creation of a residential building lot will have a positive fiscal impact in the form of impact fees and taxes. There are outstanding deferred assessments of \$14,520 that must be paid prior to recording of this CSM.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11612-042115

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR JAMIE AND SEAN COOK

10751 S. Nicholson Rd.
(5th Aldermanic District)

WHEREAS, JAMIE AND SEAN COOK, hereinafter referred to as the subdividers, have submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdividers have complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21st day of April, 2015.

Passed and adopted this 21st day of April, 2015.

President, Common Council

Approved this 21st day of April, 2015.

Mayor

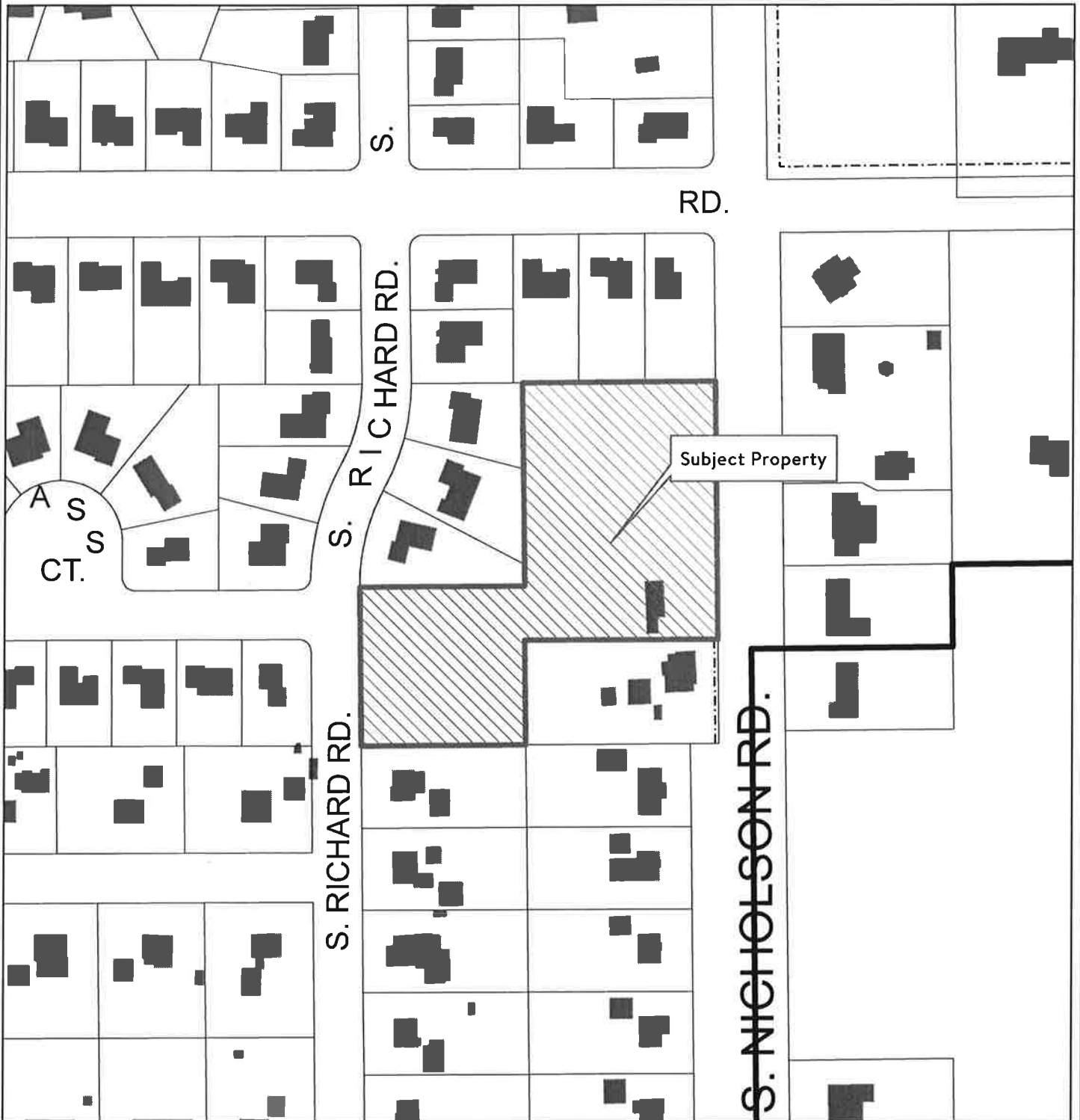
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

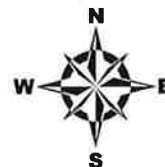
10751 S. Nicholson Rd.



OAKCREEK

— WISCONSIN —

Department of Community Development



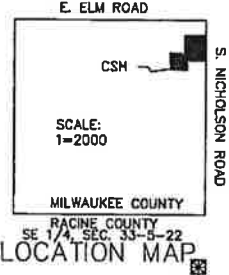
Legend



10751 S. Nicholson Rd.

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

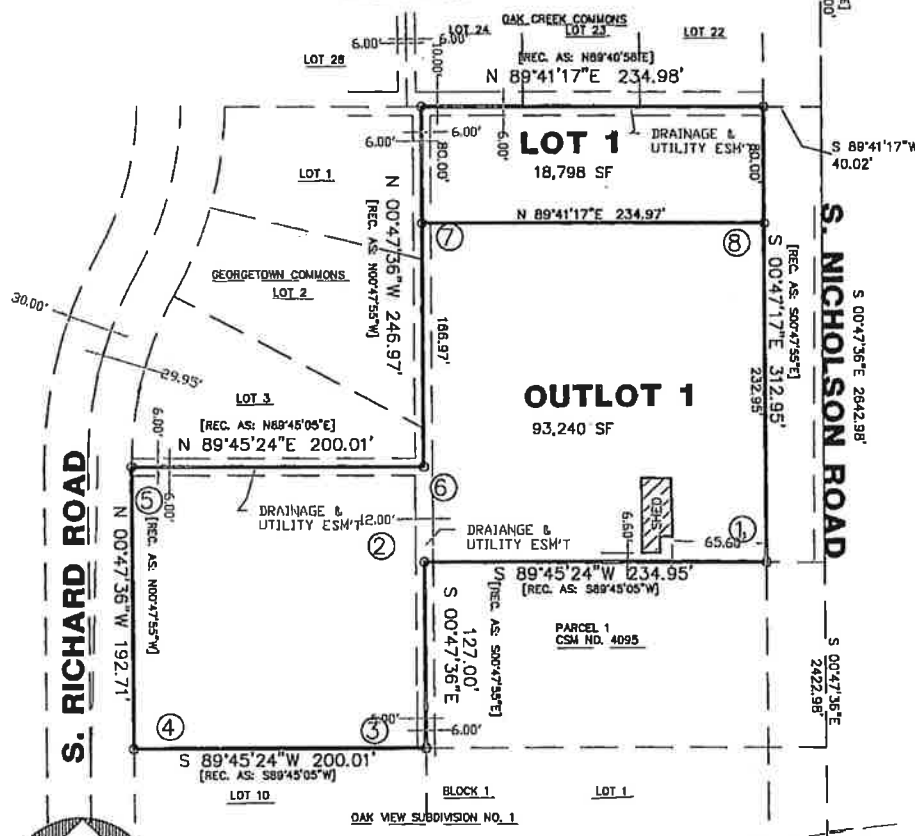
CERTIFIED SURVEY MAP NO. _____ SHEET 1 OF 4
 BEING A REDIVISION OF OUTLOT 1 OF "GEORGETOWN COMMONS", BEING A PART OF THE
 NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWN 5 NORTH, RANGE 22
 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.



LEGEND:
 Ⓢ - DENOTES IRON PIPE/ROD FOUND
 Ⓞ - DENOTES NO. 6 REBAR, 24" LONG.
 3/4" DIA. 1.50 LBS/LN.FT. W/CAP
 - ALL BEARINGS ARE REFERENCE TO THE EAST LINE OF THE SOUTHEAST 1/4 AS PUBLISHED TO BEAR N00°47'35"W ON THE CONTROL SUMMARY SHEET LAST REVISION DATE OF DEC. 2010.
 - ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT.

INTERIOR ANGLES:
 1-89°27'19"
 2-270°33'00"
 3-89°27'00"
 4-80°33'00"
 5-89°27'00"
 6-270°33'00"
 7-89°31'07"
 8-90°28'34"

EAST 1/4 CORNER SEC. 33-5-22
 316,030.54N
 2,564,827.82E
 CONC. MONT.



AMERICAN SURVEYING COMPANY, INC.
 12207 C.T.M. HWY FRANKSVILLE, WISCONSIN 53125
 TEL. (262) 538-4774 FAX (262) 538-2379

OWNERS:
 THE DONALD G. MAASS &
 ARLENE F. MAASS TRUST
 NANCY KENYON
 HARRIAN R. MAASS JR.
 10775 S. NICHOLSON ROAD
 OAK CREEK, WI. 53154

SOUTHEAST CORNER SEC. 33-5-22
 314,286.06N
 2,564,864.41E
 CONC. MONT.

BEING A REDIVISION OUTLOT #1 OF "GEORGETOWN COMMONS" BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST ¼ OF SECTION 33, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)

STATE OF WISCONSIN)^{ss}

I, PETE L. BAILEY, Registered Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a tract of land being a Redivision of Outlot #1 of "Georgetown Commons", being a part of the Northeast 1/4 of the Southeast ¼ of Section 33, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commence at the East ¼ Corner of said Section; thence South 00°47'36" East for a distance of 220.00, along the East line of said ¼ Section, to a point; thence South 89°41'17" West for a distance of 40.02 feet, to a point being the NE corner of Outlot #1 and a point on the West line of Nicholson Road and the point of beginning; thence South 00°47'17" East for a distance of 312.95 feet, along the East line of said Outlot #1 and the West line of Nicholson Road, to a point; thence South 89°45'24" West for a distance of 234.95 feet, along the South line of Outlot #1, to a point; thence South 00°47'36" East for a distance of 127.00 feet, along the East line of Outlot #1, to a point; thence South 89°45'24" West for a distance of 200.01 feet, along the South line of Outlot #1, to a point; thence North 00°47'36" West for a distance of 192.71 feet, along the West line of Outlot #1 and the East line of S. Richard Road, to a point; thence North 89°45'24" East for a distance of 200.01 feet, along the North line of Outlot #1, to a point; thence North 00°47'36" West for a distance of 246.97 feet, along the West line of Outlot #1, to a point; thence North 89°41'17" East for a distance of 234.98 feet, along the North line of Outlot #1, to the point of beginning. Contain 2.57 acres.

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

THAT I have made such survey, land division and map at the direction of the owner's of said lands.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the requirements of the City of Oak Creek in surveying, dividing and mapping the same.

Pete L. Bailey

AMERICAN SURVEYING COMPANY, INC.

PETE L. BAILEY, RLS #1398

DATE THIS 27th day of February, 2015



CERTIFIED SURVEY MAP NO. _____

SHEET 3 OF 4

BEING A REDIVISION OUTLOT #1 OF "GEORGETOWN COMMONS" BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

OWNER'S CERTIFICATE :

I, AS OWNER, hereby certify that I caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map. I also certify that this map is required by s.236.34 to be submitted to the following for approval or objection: City of Oak Creek.

WITNESS the hand and seal of said owner's this _____ day of _____, 2015.

Harrin R Maass

HARRIAN R. MAASS, JR.

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)S

Personally came before me this 13 day of March, 2015, the above named HARRIAN R. MAASS, JR., to me known to be the person who executed the foregoing Instrument and acknowledge the same.

Wendy M Heberling
Wendy M Heberling, NOTARY PUBLIC
COUNTY OF MILWAUKEE, STATE OF WISCONSIN
My commission expires 8-28-16.



PLANNING COMMISSION APPROVAL:

APPROVED by the Planning Commission of the City of Oak Creek, on this _____ day of _____, 2015.

STEPHEN SCAFFIDI, Mayor

DOUGLAS SEYMOUR, Secretary

COMMON COUNCIL APPROVAL:

APPROVED by the Common Council of the City of Oak Creek, by Resolution No. _____, this _____ day of _____, 2015.

STEPHEN SCAFFIDI, MAYOR

CATHERINE A. ROESKE, CITY CLERK



CERTIFIED SURVEY MAP NO. _____ SHEET 4 OF 4
BEING A REDIVISION OUTLOT #1 OF "GEORGETOWN COMMONS" BEING A PART OF THE NORTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 33, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF
MILWAUKEE, STATE OF WISCONSIN.

OWNER'S CERTIFICATE :

I, AS OWNER, hereby certify that I caused the land described on this map to be surveyed, divided,
dedicated and mapped as represented on this map. I also certify that this map is required by s.236.34 to be
submitted to the following for approval or objection: City of Oak Creek.

WITNESS the hand and seal of said owner's this _____ day of _____, 2015.

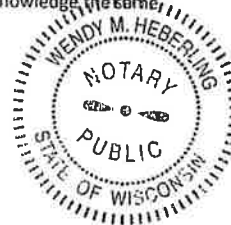
THE TRUST OF DONALD G. MAASS AND ARLENE F.
MAASS JOINT REVOCABLE TRUST, DATED 05/21/97

Arlene F. Maass, Trustee

ARLENE F. MAASS, TRUSTEE
STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)SS

Personally came before me this 13 day of March, 2015, the above named ARENE F. MAASS,
to me known to be the person who executed the foregoing instrument and acknowledge the same.

Wendy M. Heberling
Wendy M. Heberling, NOTARY PUBLIC
COUNTY OF MILWAUKEE, STATE OF WISCONSIN
My commission expires 8-28-16.



OWNER'S CERTIFICATE :

I, AS OWNER, hereby certify that I caused the land described on this map to be surveyed, divided,
dedicated and mapped as represented on this map. I also certify that this map is required by s.236.34 to be
submitted to the following for approval or objection: City of Oak Creek.

WITNESS the hand and seal of said owner's this _____ day of _____, 2015.

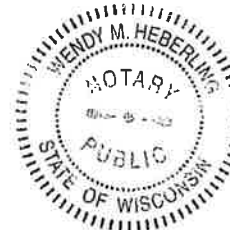
Nancy Kenyon

NANCY KENYON

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE)SS

Personally came before me this 13 day of March, 2015, the above named NANCY KENYON,
to me known to be the person who executed the foregoing instrument and acknowledge the same.

Wendy M. Heberling
Wendy M. Heberling, NOTARY PUBLIC
COUNTY OF MILWAUKEE, STATE OF WISCONSIN
My commission expires 8-28-16.



This instrument was drafted by Pete L. Bailey
G:\MYFILES\WPCERTS\HMAASS



City of Oak Creek Common Council Report

Meeting Date: April 21, 2015

Item No.: 21

Recommendation: That the Common Council considers a motion to award the Lake Vista Drive and Path project unit price contract to the lowest responsive, responsible bidder, Willkomm Excavating & Grading, at an estimated cost of \$2,447,808.75. (Project No. 14024, 4th Aldermanic District)

Background: The project is a new road that will traverse the redeveloping lakefront properties that were recently transferred to the city by E.I. DuPont de Nemours and EPEC Polymers. The project also includes an asphalt multiuse path that extends to the nearby upper parking lot of Bender Park, and sewer and water extensions that will serve the upcoming park development. This work will be carried out with strict adherence to a site specific soils management plan as required by deed restrictions on these former industrial-use lands.

Council authorized this project under Resolution 11542-100714 as one of several projects to improve the lakefront for public use and other development opportunities.

The Engineering Department prepared plans and specifications for the project, and the work was advertised. This is a unit price contract. Thus, the bids have been evaluated based on estimated quantities. The following two bids were received:

Contractor	Bid
Willkomm Excavating & Grading	\$2,447,808.75
Super Excavators	\$2,851,833.75

Fiscal Impact: Funding for the construction would come from the \$10,000,000 in general obligation bonds issued for the Lakefront Redevelopment Plan. Also contributing would be \$195,000 from three grants (Coastal Zone Management \$50,000; WDNR Stewardship \$45,000; and MMSD Green Infrastructure \$100,000).

Prepared by:



Matthew J. Sullivan, P.E.
Design Engineer

Respectfully submitted:

Gerald Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller



LAKE MICHIGAN

LAKE VISTA DRIVE



S. 5TH AVENUE

E. RYAN ROAD

BENDER PARK

City of Oak Creek Common Council Report

Meeting Date: April 21, 2015

Item No.: 22

Recommendation: That the Common Council adopts Resolution No. 11609-042115, which would approve the Oakfield Village Addition #2 subdivision development agreement for the design and installation of public improvements at 400 E. Lily Drive. (Tax Key Nos. 814-0256-000 & 814-9011-001) (1st Aldermanic District) (Project Nos. 15050 & 15051)

Background: This development agreement is for the installation of public water main, sanitary sewer, storm sewer, grading, paving, sidewalk, and street lighting. Lily Drive Developments, LLC. has proposed constructing an infill subdivision to Oakfield Village. This would include 9 lots and 3 outlots. This will loop the roads of S. Alissa Lane and E. Lily Drive together. The connection of S. Glenfield Drive and S. Lauree Lane would be completed by a future developer. The City has been working with the Developer to incorporate additional storm water detention to help with drainage issues in this area. This agreement will provide the City with the authority to direct and control the design and construction of the required public improvements to ensure they meet City codes and specifications.

Fiscal Impact: None. Developer pays for all improvement costs.

Prepared by:



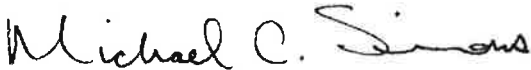
Brian L. Johnston, P.E.
Assistant City Engineer

Respectfully submitted,



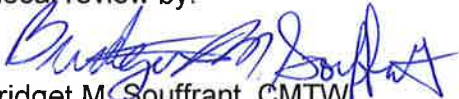
Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11609-042115

BY: _____

**RESOLUTION APPROVING THE
OAKFIELD VILLAGE ADDITION #2
DEVELOPMENT AGREEMENT**

TAX KEY NOS. 814-0256-000 & 814-9011-001

(1ST ALDERMANIC DISTRICT)

BE IT RESOLVED that Chapter 14 of the Municipal Code requires that a development agreement be entered into first, prior to the required public improvements being installed.

BE IT FURTHER RESOLVED that the Development Agreement attached hereto and incorporated herein by reference, by and between Lily Drive Developments, LLC as party of the first part, and the CITY OF OAK CREEK, as party of the second party, be and the same is hereby approved.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21st day of April, 2015.

President, Common Council

Approved this 21st day of April, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes: _____ Noes: _____

11609-04215

OAKFIELD VILLAGE ADDITION #2
Development Agreement
Document Title

Document Number

Recording Area

Douglas W. Seymour, Director
Dept. of Community Development
8640 South Howell Avenue
Oak Creek, WI 53154
Name and Return Address

814-0256-000, 814-9011-001

Parcel Identification Number (PIN)

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between Lily Drive Developments, LLC, 2990 Universal St, Suite C, Oshkosh WI, 54904-5903 hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City";

WITNESSETH:

WHEREAS, the Developer proposes to develop the following described lands situated in the City of Oak Creek, County of Milwaukee and State of Wisconsin, to-wit:

That part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 16, Town 5 North, Range 22 East in the City of Oak Creek, Milwaukee County, Wisconsin, being more particularly described as follows:

All of Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 8671, together with Outlot 1 and Outlot 2 of Certified Survey Map No. 8672.

WHEREAS, the Developer has submitted a preliminary subdivision plat, titled Oakfield Village Addition No. 2, Tax Key Nos. 814-0256-000 and 814-9011-001, encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City for the purpose of creating a 8-lot and 2-outlot subdivision, and

WHEREAS, the proposed preliminary site development was conditionally approved by the Plan Commission of the City as required by law, subject, however, to the Developer entering into an agreement with the City relative to certain undertakings and/or actions to be performed by the Developer prior to approval by the City, and

WHEREAS, S.236.13(2)(a), Wis. Stats., and Chapter 14 of the Municipal Code of the City, provide that as a condition of approval, the Common Council of the City of Oak Creek may require that the Developer make and install any public improvements reasonably necessary, and

WHEREAS, the City's Capital Improvement plan and budget does not now include funds necessary to install improvements for this development, and

WHEREAS, the City believes that the orderly, planned development of the said lands will best promote the health, safety and general welfare of the community, and hence is willing to approve the proposed development providing that the Developer agrees to undertake and assume certain obligations and conditions and/or performed as hereinafter described, and

WHEREAS, the Developer is creating a retention pond on Outlot 7 of Oakfield Village Addition #2 to aid in downstream flooding problems. Said Outlot 7 will be deeded to the City as part of the final plat. All maintenance and physical improvements will be the City's responsibility once the final plat is recorded, and

WHEREAS, the City shall complete the outright purchase of Outlot 1 of CSM No. 8672 as soon as possible. The transfer of said lands shall be shown on the final plat. Any and all physical improvements shall be the responsibility of the City and the City shall hold harmless the Development corporation, it's successors and assigns from any necessary improvements, and

NOW, THEREFORE, in consideration of the payment of \$1.00, and in consideration of the mutual covenants listed below, the parties agree:

1. The proposed plat is served and will benefit by the existing sanitary sewer and water main as installed within S. Alisa Lane and E. Lily Drive.
2. Special Assessments and Waiver - There are no outstanding special assessment payments required for this agreement. The Developer shall sign the Waiver of Special Assessment Notice and Hearing attached as Exhibit B.

3. Bike Path and Impact Fees - A bike path and impact fee as established by the City shall apply to the development of the property created by this plat, and due at the time a building permit is issued.
4. Time Period to Install Improvements - The Developer, entirely at his expense, shall complete the public improvements as described in Exhibit A.
 - A. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate all public improvements to the City. Dedication of public improvements shall occur at final plat and/or the termination of this agreement.
 - B. In the event the Developer does not complete the installation of improvements, the City shall, upon written notice to the Developer, have the authority to complete same and take title of the improvements. The City shall, without notice of hearing, impose a special assessment for the amount of said completion costs, upon each and every building site (or tax key parcel) in the development, payable with the next succeeding tax roll.
 - C. In accordance with Section 3.06 of the Oak Creek Municipal Code and under Sections 66.0703 and 66.0701 of the Wisconsin Statutes and other statutory provisions, the City may exercise its power to levy special assessments for the required improvements that shall benefit the development.
 - D. State Statutes provide that if the final plat is not approved within forty eight months of preliminary plat approval, the Common Council of the City of Oak Creek has the authority to refuse to accept the final plat. This provision would not exclude the Developer's right to come before the Common Council of the City of Oak Creek to request an extension to the final plat approval timeline.
5. Items Prior to Construction - Prior to the commencement of construction of required improvements, the City Engineer shall ensure that the following requirements are met:
 - A. Approval of plans required in Exhibit A.
 - B. Developer has issued a notice to proceed to his contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
 - D. All pertinent approvals have been attained from the Milwaukee Metropolitan Sewerage District, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Transportation or other required jurisdictional agencies. The review and approval of sanitary sewer plans by the City (and its Utility) and MMSD occur independently. Approvals are based in

part on each system's ability to handle the proposed additional sanitary sewer waste flows.

E. Arrangements made for the City to inspect the proposed construction.

6. Final Plat Approval – Only upon final certification by the City Engineer that all of the required public improvements and requirements as outlined in this agreement are constructed, inspected and found to be in compliance with City requirements and, 1.) proof is filed with the City Engineer that a Homeowner's Association has been created and/or said Association is on file with the Register of Deeds office; 2.) proof of the public infrastructure costs associated with streets, sewers, water main, lights, trees, etc., have been filed with the City Finance Director; 3.) lien waivers shall be filed with the City Engineer as proof that all subcontractors have been paid, shall final plat approval be presented to the Plan Commission and Common Council. If the City and Developer have mutually agreed upon a phasing plan, final plat approval for each phase will be granted by the Common Council upon certification by the City Engineer that all requirements pertinent to that phase have been satisfied.
7. Reimbursement of Costs - The Developer shall reimburse the City for all outstanding fees, expenses, costs, and disbursements which were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the development's improvements covered by this agreement. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials.
8. Workmanship Guarantee - Developer shall guarantee the public improvements described in Exhibit A, against defects due to faulty materials or workmanship, for a period of two years from the date of dedication; i.e. at final plat approval or at close out of the agreement. Pursuant to Paragraph 10(B), the Developer shall establish a security deposit, in an amount not less than 10% of construction costs of the sanitary sewer and water main, to cover the guarantee period for each of these public improvements (part of the "collateral"). The maintenance obligations regarding the streets and street lighting shall begin upon completion of the asphalt binder course installation. Responsibility for the streets and street lighting will be assigned as follows:
 - A. Pavement maintenance, including any repairs and street sweeping, shall be the Developer's responsibility. Snow plowing will be the City's responsibility after approval of final plat.
 - B. Street lighting maintenance, including any repairs or knock downs, shall be the Developer's responsibility. The Developer is required to provide street lighting until the development has been dedicated to the City.

- C. If street repairs, plowing, street sweeping and/or street lighting are not satisfactorily performed by the Developer; the City shall perform such with its own forces and charge the Developer accordingly for actual manpower, equipment and materials, plus 25% administration and overhead. Developer's responsibility with respect to the streets and street lighting shall terminate upon dedication of the streets to the City.
9. Hold Harmless - The Developer shall indemnify and save harmless the City, its officers, agents and employees, from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever is owed, which may in any manner result from the negligent construction or maintenance of improvements by the Developer pursuant to the terms of this agreement, the violation of any law or ordinance, the infringement of any patent, trademark, tradename or copyright, and the use of road improvements prior to their formal dedication to the City as provided in Paragraph 4 thereof.

10. Financial Guarantees

- A. Letters of Credit/Bonds – No bonds or letters of credit are required for this development.
- B. Security Deposit

Prior to and as a condition of final plat approval, the Developer shall deposit the Collateral to secure the prompt, full and faithful performance by Developer of each and every provision of this agreement and all obligations of the Developer hereunder. The City is not required to hold the Collateral in any special or trust account, but may commingle the Collateral with other funds of the City. Interest shall be paid to the Developer on the Collateral. If the Developer fails to perform any of its obligations hereunder, the City may use, apply or retain the whole or any part of the Collateral together with interest therein, if any, for payment of: (a) Sums of money due from the Developer under this agreement; (b) Any sum expended by the City on the Developer's behalf in accordance with this agreement; and/or (c) Any sum which the City may expend or be required to expend by reason of the Developer's default under this agreement.

The use, application or retention of the Collateral, or any portion thereof, by the City shall not prevent the City from exercising any other right or remedy provided by this agreement or by law (it being intended that the City shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which the City may otherwise be entitled. If any portion of the Collateral is used, applied or retained by the City, prior to the termination of this agreement, for the purposes set forth above, Developer agrees, within ten days after the written demand therefore is made by the City, to deposit cash with the

City in an amount sufficient to restore the Collateral to its original amount.

Without limitation as to the obligations secured, the Collateral shall also secure the following specific obligations of the Developer to the City.

- 1) Completion of final asphalt surface course – asphalt base repair, curb repair and final catch basin setting.
- 2) Completion of landscaping: including establishment of vegetative cover.
- 3) Payment of reasonable in-house administrative and inspection fees.
- 4) Maintenance fund for public improvements as described in paragraph 8.
- 5) Street Trees – Escrow deposit calculated at \$250 per tree spaced at 40 feet on both sides of the proposed roadway.

The City will release to the Developer all funds from the Collateral, including interest, upon the earliest of the termination of this agreement or when the Developer fully and faithfully complies with all of the provisions of this agreement and completes the above-listed items, all to the satisfaction of the City Engineer, less amounts, if any previously applied by the City for the obligations secured hereby.

C. Billing

The City shall bill the Developer quarterly for costs incurred and backed up by the City. In the event the Developer fails to make payment to the City within 30 days of billing, interest shall accrue on the unpaid balance at the rate of 15% per annum. If unsuccessful, the City, upon written notice to the Developer, shall, without notice of hearing, impose a special assessment for the amount of said costs upon each tax key parcel in the development, payable with the next succeeding tax roll.

11. Inspection - The City, or its agents, shall provide full-time inspection of all improvements enumerated in Exhibit A, at the Developer's cost.
12. Deed Restrictions - The Developer shall prepare and submit for review and approval, a draft of deed restrictions governing the proposed parcels. The City-approved deed restrictions shall be recorded separately with the Register of Deeds for Milwaukee County, Wisconsin, along with the final plat. Said restrictions shall incorporate, but not be limited to those set forth in Exhibit C of this agreement. The City does not enforce deed restrictions, except for those that are supported by City ordinance.

13. Easements - The Developer shall acquire and dedicate to the City all public easements necessary to install and maintain public improvements required by this agreement. Permanent easements and deeds, on forms acceptable to the City, on or through private lands, shall be negotiated and obtained by the Developer, at his expense.
14. Changes to Plans and Specifications - The City Engineer may make reasonable changes to the approved plans and specifications for any of the improvements covered under this agreement which are necessary to correct oversights, omissions, and errors, to compensate for changing site conditions, or to complete fully the work in accordance with sound engineering practice. The Developer shall be informed of any changes to the plans or specifications directed by the City Engineer in writing. The Developer shall perform the work as changed entirely at his expense without any claim for reimbursement.
15. Miscellaneous
 - A. The Developer shall negotiate with contractors and subcontractors a contract price for all work necessary for the Development.
 - B. All construction required by this agreement shall be carried out and performed in a sequence agreed upon by the City Engineer.
 - C. Developer shall properly locate and install all survey or other monuments required by State statute or City ordinance.
 - D. Recording of this agreement shall be accepted by the City as adequate provision for improvements specified in Chapter 14 of the Municipal Code.
 - E. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
 - F. This agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
 - G. Some or all obligations of the Developer shall terminate upon final plat approval and passage of a resolution by the Common Council of the City of Oak Creek releasing the Developer from the terms of this agreement.
 - H. Developer shall provide specifications on a compact disk in the City's most current Microsoft Word version.
 - I. Developer shall provide all stamped and signed construction plans on a compact disk in most current version of Adobe pdf files.

- J. After public improvements have been installed, Developer agrees to allow the City to grant utility construction permits within proposed City right-of-way prior to final plat approval and dedication of said right-of-way.
- K. No building permits will be issued until final plat approval.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their several seals the day and year first above written, the name and corporate seal of each corporate body being hereto affixed and the instrument duly signed by its duly authorized representatives.

In presence of:

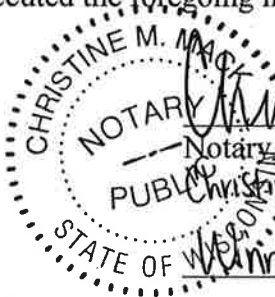
Lily Drive Developments, LLC



Rodney R. Oilschlager, Managing Member

STATE OF WISCONSIN)
 (SS.
 MILWAUKEE COUNTY)
 Winnebago

Personally came before me this 6 day of April, 2015, the above-named, Rodney R. Oilschlager, Lily Drive Developments, LLC to me known to be the persons who executed the foregoing instrument and to me known to be such Managing Member of said corporation, acknowledged that he executed the foregoing instrument as such officer.

 Christine M. Mack
 Notary Public
 Christine M. Mack
 Winnebago County, Wisconsin

My commission expires August 7, 2016

CITY OF OAK CREEK

STEPHEN A. SCAFFIDI, Mayor

Countersigned:

CATHERINE A. ROESKE, City Clerk

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2015, STEPHEN A. SCAFFIDI, Mayor and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by its Common Council on the _____ day of _____, 2015.

Lawrence J. Haskin, Notary Public
Milwaukee County, Wisconsin
My commission is permanent.

This instrument was drafted by Brian L. Johnston of the City of Oak Creek Engineering Department.

Approved as to form:

Lawrence J. Haskin, City Attorney

EXHIBIT A
CITY OF OAK CREEK
CITY ENGINEER'S REPORT
OAKFIELD VILLAGE ADDITION #2

I. INTRODUCTION

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the City of Oak Creek Engineering Design Manual, adopted by the Common Council on March 16, 2004, and all future amendments thereof.

The Developer is responsible for required improvements, plans, and conditions:

II. DEVELOPMENT GRADING AND DRAINAGE

A. Required Improvements

Design, install, and provide grading of land as necessary to establish lot pads for future buildings, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.

B. Plans and Specifications

1. A grading and drainage plan shall be prepared showing 1' contours for both existing and proposed condition, and proposed finished yard grades.
2. System plan showing all tributary areas to the proposed subdivision drainage and downstream analysis. Included on the system plan shall be all proposed and existing drainage structures.
3. House grade plan showing only minimum setback and offset dimensions and proposed house grades.
4. Storm water management plan that meets current City ponding ordinance requirements along with the MMSD Chapter 13 storm water requirements.
5. As-built grading plan certifying that all grading was performed in accordance with the approved grading and drainage plan. The certification shall be required on lot corners and side yard breaks, main ditches, and

detention ponds. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer. The grade tolerances for approval are as follows:

- a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - b. $0.0'$ to $-0.3'$ grade tolerance of the approved proposed grade without topsoil in place.
- C. Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas, lot pads, and drainage swales. All lot pads may be graded to interim grading plan.
 - D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching to prevent erosion.
 - E. The Developer, at his expense, shall provide detailed soil analysis and compaction results by a competent soils engineer for all areas requiring fill. The results shall be submitted to the City Engineer as soon as they are available.
 - F. The Developer is responsible for restoring all damage to finish grades and vegetative cover caused, but not restored by, utility companies until acceptance of final plat.
 - G. If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace with approved engineered fill.
 - H. After site grading is completed, the Developer shall place 3" of topsoil on all exposed soil and seed, fertilize and mulch.
 - I. Established grass seed or sod must be in place in the terrace area, minimum of 6' behind the curb, before the final plat will be issued.
 - J. All proposed detention ponds that affect and serve drainage for Phase I must be installed in Phase I.

III. **STORM DRAINAGE SYSTEM**

A. Required Improvements

Design, install, and provide a complete storm drainage system, including culverts, curb and gutter, storm sewer and/or open ditches as required to adequately convey surface water from and through the development.

B. Plans and Specifications

1. Storm sewer plans showing plan and profile views.
2. Storm sewer calculations.
3. Storm sewer system plan update.

C. Additional considerations will be required on all ditch slopes exceeding five percent. All areas within drainage easements shall have a minimum one percent slope. Ditch slopes less than one percent will require storm sewer.

D. Mainline storm sewer must be installed to provide a sump pump and downspout connection to all lots. All sump pump lines and downspouts shall discharge into a storm sewer or to other outlets approved by the City Engineer.

IV. EROSION AND RUN-OFF CONTROL

A. Required Improvements

Installation and construction of Best Management Practices in the proposed development that shall conform with the most current edition of the Department of Natural Resources Technical Standards.

B. Plans and Specifications

Control plan for land-disturbing activities showing existing contours at least 200' into adjacent parcels. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

C. The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be obtained, which requires the Developer to construct and maintain such measures in conformance with the City's erosion control ordinance.

D. Both during and after construction, the surface of exposed bare soils shall be protected by mulches and perennial grasses. If winter shutdown prevents the establishment or maintenance of a cover crop, anionic polyacrylamide (PAM) may be permitted by the City Engineer. Anionic PAM shall not be permitted to be used in the terrace area of the public road right-of-way. If approved, the use of the anionic PAM shall be performed under inspection and meet the Wisconsin Department of Natural Resources Technical Standards. This does not apply to the immediate building site area that is subject to men and equipment working in and around the perimeter of a new structure.

V. SANITARY SEWER

A. Required Improvements

Design, install, and provide a complete sanitary sewer system designed to meet the ultimate needs of this development and all tributary areas, in accordance with the City's sanitary sewer system plan with rules, regulations and procedures of the City, Milwaukee Metropolitan Sewerage District, and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Sanitary sewer plans, specifications, design calculations, and copies of all easements.
2. The City will furnish "as-built" plans of the entire system, including location and elevation of laterals to mains to meet MMSD requirements. All other "as-built" requirements are the responsibility of the Developer.
3. Sanitary sewer system plan update.
4. All reports required by the Milwaukee Metropolitan Sewerage District, the State of Wisconsin, and Southeastern Wisconsin Regional Planning Commission.
5. Separate sanitary sewer easements, where appropriate, shown on the final plat.

- C. Installation of one sanitary sewer lateral from the sanitary sewer main to property line, for each proposed lot.

VI. WATER

A. Required Improvements

Design, install, and provide a complete water distribution system and install water main designed to meet the ultimate needs of this development and all tributary areas, in accordance with the City's water main system plan and with the rules, regulations, and procedures of the City and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Water main plans, specifications, design calculations, and copies of all easements.
2. The City will create "as-built" plans of the entire system on mylar, including hydrant and valve locations, and the location and elevation of laterals to the lot lines, all for the use of the City of Oak Creek Water and Sewer Utility. All other "as-built" requirements are the responsibility of the Developer.
3. Separate water main easements for each parcel, where appropriate, recorded on the final plat.

C. Upon completion, furnish and provide to the City a complete summary of the actual construction costs for water distribution, itemized in sufficient detail to satisfy the requirements of the Public Service Commission of the State of Wisconsin in establishing or revising a rate base.

D. Installation of one water lateral from the water main to the property line, for each proposed lot.

E. Provide hydrant marker flags for each installed fire hydrant.

VII. **STREETS**

A. Required Improvements

A 29-foot, back of curb to back of curb, roadway construction with 31" concrete curb and asphalt pavement. The pavement section shall be comprised of a 8" crushed stone base, pavement edge drains, 31" curb and gutter section, 4 ¼ " asphalt binder course and a 1 ¾ " layer of asphalt surface course, 5' sidewalk and street lighting.

B. Plans and Specifications

1. Street plans, including plan and profile view, road cross-section and specifications.
2. Pavement design calculations.
3. Proposed established street grade drawing.

- C. The initial binder course shall be installed prior to approval of the final plat, and the final surface course shall be installed within two years of final plat.
- D. Clean up, repairs, and restoration of all pavement, subgrade, shoulder, or curb and gutter defects shall be performed prior to the placement of the final asphalt surface course.
- E. If directed by the City Engineer, soil borings shall be taken within the roadway at sufficient intervals to determine sub-base composition. If material is determined unsuitable for a stable road base, the material shall be removed and replaced with material approved by the City Engineer.

VIII. STREET LIGHTING

A. Required Improvements

A 480-volt street lighting system including poles, fixtures, controller, concrete anchor bases, cable-in-duct, junction boxes and other appurtenances is required.

B. Plans and Specifications

1. Street lighting plans, on the paving plans, showing the anchor base, C-N-D, controller, and junction box locations.
2. Lighting design calculations.

- C. The Developer shall be required to maintain/repair the street lighting until the streets are dedicated to the City.

IX. MISCELLANEOUS

DEVELOPER SHALL:

- A. Be responsible to preserve existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- B. Repair all damage to City streets caused by construction operations.
- C. Arrange for installation of approved street signs.
- D. Submit a landscape plan for screen plantings, berms, and entrances. Installation of landscaping shall be in accordance with approved plan with allowances made for street trees.

- E. Allow for street trees along the proposed roadways in the development. The number of street trees is based on, but not limited to, one tree every forty feet, on each side of the roadway. The City Forester will select the species, location of planting, select the individual trees from the nursery and purchase the trees with the security deposit funds. The trees shall be installed by City forces after the lots are developed and the yards are established.
- F. Acquire all required underground utility easements.
- G. Show all sanitary, drainage, and other public utility easements on the certified survey map or final plat. If required easements are omitted, or errors are detected on the plat, the Developer shall make all necessary modifications to the plat at his expense.
- H. Design and install all required sidewalk and/or bikeways.
- I. Design and install ornamental street lighting concurrently with road construction.
- J. Provide permanent Class III barricades at all dead end streets.
- K. Provide temporary cul-de-sac, as required, for the future extension of the roadway.
- L. Wetland limits shall be clearly marked on each lot where wetlands are present. At a minimum, permanent monuments shall be placed at the intersection of the wetland boundary and property lines and every variation in the boundaries alignment. Intermediate monuments shall be placed where the distance between the above locations exceed 50 feet. The top of the monument shall be set flush with the ground elevation in accordance with the approved Master Grading Plan. The style and type of permanent monument shall be approved by the City Engineer prior to installation. The permanent monuments shall be shown on the Master Grading Plan and Final Plat. The monuments shall be installed by the developer and accepted by the City prior to recording any Certified Survey Map or Final Plat.

IX. SPECIFICATIONS

The improvements shall be constructed in accordance with the following specifications.

- A. City of Oak Creek Engineering Design Manual, most recent edition.
- B. Applicable Specifications and Regulations of the Milwaukee Metropolitan Sewerage District.

- C. Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, December 22, 2003, with latest addendum.
- D. The Wisconsin Department of Natural Resources Erosion Control Technical Standards.
- E. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 2003 and supplemental specifications.

X. SPECIAL PROVISIONS

The development process shall strictly conform to the conditions set forth in the development agreement. Request for final plat approval is subject to the City Engineer's certification that all public improvements required to be installed are satisfactorily completed, a homeowner's association is in place and project construction costs have been reported to the City Accountant. Security deposit will only be allowed for the final asphalt surface course, public improvement maintenance fund, street trees and landscaping. Apart from the above, the City will not accept escrows in lieu of completion of the improvement prior to final plat approval.

Approved by:

Michael C. Simmons, P.E.
City Engineer

Date



EXHIBIT B

**WAIVER OF SPECIAL ASSESSMENT
NOTICES AND HEARINGS**

City of Oak Creek
8640 South Howell Avenue
Oak Creek, WI 53154

We, the undersigned being owners of the property that shall benefit by the following proposed public improvements:

Sanitary sewer, storm sewer, water main, streets, street lights, sidewalk, trees, and drainage facilities

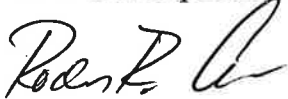
all made in the City of Oak Creek, Milwaukee County, Wisconsin, in consideration of the construction of said improvements by the City of Oak Creek, Wisconsin, hereby admit that such public improvement will benefit our property and consent to the levying of special assessments against our premises under Section 66.62 of the Wisconsin Statutes and Section 3.06 of the Municipal Code of the City of Oak Creek for the cost of such improvement.

In accordance with Section 3.06 (14) of the Municipal Code of the City of Oak Creek, we hereby waive all special assessment notices and hearings required by Section 66.62 of the Wisconsin Statutes and Section 3.06 (9) of the Municipal Code of the City of Oak Creek, and we further agree and admit that the benefit to our properties from the construction of such improvement.

Description of premises that shall benefit lands situated in the City of Oak Creek, County of Milwaukee and State of Wisconsin, to-wit:

All of Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 8671, together with Outlot 1 and Outlot 2 of Certified Survey Map No. 8672.

Lily Drive Developments, LLC



Rodney R. Oilschlager, Managing Member

4-6-15

Date

EXHIBIT C

OAKFIELD VILLAGE ADDITION #2

DEED RESTRICTIONS

- A. Developer, as used in the context of these deed restrictions shall mean the Developer, his heirs, personal representatives, successors and assigns.
- B. Electric, telephone and cable television services shall be provided by the installation of underground service lines within the Oakfield Village Addition #2.
- C. A copy of the approved grading plans referred to in Exhibit A of the development agreement shall be on file at the office of the City Engineer.
- D. The installation of any type of improvement on the public street right-of-way (walks, drives, sprinkler systems, etc.) requires the issuance of a permit by the City and/or the State of Wisconsin, as may be applicable.
- E. The Developer shall provide certification from a registered land surveyor or professional engineer that the final grade along all lot lines, in the invert of all drainage swales, lot pads, and at other critical locations as determined by the City Engineer, complies with the approved grading plan. Such certification shall be on a plan copy with the elevations as existing so indicated. The grade tolerances for approval are as follows:
 - a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - b. $0.0'$ to $-0.3'$ grade tolerance of the approved proposed grade without topsoil in place.

If not in compliance, appropriate regrading shall be performed. Such certification shall be provided to the City Engineer prior to final plat approval. Property owner is responsible to conform to the master grading plan.

- F. A permanent lawn shall be established on each parcel within one year after the issuance of the occupancy permit.
- G. The permanent maintenance of all drainage swales shall be vested with the Developer until individual lots are deeded over to the new property owner.
- H. A driveway approach in accord with the provisions of Chapter 6 of the Oak Creek Municipal Code shall be installed to service each parcel within one year after the issuance of the occupancy permit. A permit from the City Engineer is required for this construction.

- I. The City does not enforce deed restrictions, except for those that are supported by City ordinance.
- J. All outlots, common areas, pedestrian pathways, storm water detention facilities and wetland areas that are not located within lots shall be owned and maintained by the Homeowners Association.
- K. Wetland limits shall be clearly marked on each lot where wetlands are present. At a minimum, permanent monuments shall be placed at the intersection of the wetland boundary and property lines and every variation in the boundaries alignment. Intermediate monuments shall be placed where the distance between the above locations exceed 50 feet. The top of the monument shall be set flush with the ground elevation in accordance with the approved Master Grading Plan. The style and type of permanent monument shall be approved by the City Engineer prior to installation. The permanent monuments shall be shown on the Master Grading Plan and Final Plat. The monuments shall be installed by the developer and accepted by the City prior to recording any Certified Survey Map or Final Plat.

Document Number

OAKFIELD VILLAGE ADDITION #2
DEED RESTRICTIONS
Document Title

Recording Area

Douglas W. Seymour, Director
Dept. of Community Development
8640 South Howell Avenue
Oak Creek, WI 53154
Name and Return Address

814-0256-000 & 814-9011-001

Parcel Identification Number (PIN)

This Declaration of Restrictions, made this _____ day of _____, 2015.

WHEREAS, Lily Drive Developments, LLC is the owner of the following described parcels of real estate:

All of Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 8671, together with Outlot 1 and Outlot 2 of Certified Survey Map No. 8672.

NOW, THEREFORE, Rodney R. Oilschlager, Lily Drive Developments, LLC hereby declares the property as described above shall be subject to the following restrictions:

- A. Developer, as used in the context of these deed restrictions shall mean the Developer, his heirs, personal representatives, successors and assigns.
- B. Electric, telephone and cable television services shall be provided by the installation of underground service lines.

- C. A copy of the approved grading plans referred to in Exhibit A of the development agreement shall be on file at the office of the City Engineer.
- D. The installation of any type of improvement on the public street right-of-way (walks, drives, sprinkler systems, etc.) requires the issuance of a permit by the City and/or the State of Wisconsin, as may be applicable.
- E. The Developer shall provide certification from a registered land surveyor or professional engineer that the final grade along all lot lines, in the invert of all drainage swales, lot pads, and at other critical locations as determined by the City Engineer, complies with the approved grading plan. Such certification shall be on a plan copy with the elevations as existing so indicated. The grade tolerances for approval are as follows:
 - 1. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - 2. $0.0'$ to $-0.3'$ grade tolerance of the approved proposed grade without topsoil in place.

If not in compliance, appropriate regrading shall be performed. Such certification shall be provided to the City Engineer prior to final plat approval. Property owner is responsible to conform to the master-grading plan.

- F. A permanent lawn shall be established on each parcel within one year after the issuance of the occupancy permit.
- G. The permanent maintenance of all drainage swales shall be vested with the Developer until individual lots are deeded over to the new property owner.
- H. A driveway approach in accord with the provisions of Chapter 6 of the Oak Creek Municipal Code shall be installed to service each parcel within one year after the issuance of the occupancy permit. A permit from the City Engineer is required for this construction.
- I. The City does not enforce deed restrictions, except for those that are supported by City ordinance.
- J. All Outlots, common areas, pedestrian pathways, storm water detention facilities and wetland areas shall be owned and maintained by the Homeowners Association.
- K. Wetland limits shall be clearly marked on each lot where wetlands are present. At a minimum, permanent monuments shall be placed at the intersection of the wetland boundary and property lines and every variation in the boundaries alignment. Intermediate monuments shall be placed where the distance between the above locations exceed 50 feet. The top of the monument shall be set flush with the ground elevation in

accordance with the approved master grading plan. The style and type of permanent monument shall be approved by the City Engineer prior to installation. The permanent monuments shall be shown on the master grading plan and final plat. The monuments shall be installed by the developer and accepted by the City prior to recording any certified survey map or final plat.

IN WITNESS WHEREOF, the said owner has caused these presents to be signed by Rodney R. Oilschlager, Lily Drive Developments, LLC at Oak Creek, Wisconsin, this 6th day of April, 2015.

In presence of:

Lily Drive Developments, LLC



Rodney R. Oilschlager, Managing Member

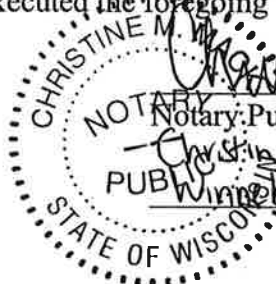
STATE OF WISCONSIN)

(SS.

~~MILWAUKEE COUNTY)~~

Winnebago

Personally came before me this 6 day of April, 2015, the above-named, Rodney R. Oilschlager, Lily Drive Developments, LLC to me known to be the person who executed the foregoing instrument and to me known to be such Managing Member of said corporation and acknowledged that he executed the foregoing instrument as such officer.


Christine M. Mack
Notary Public
Christine M. Mack
Winnebago County, WI

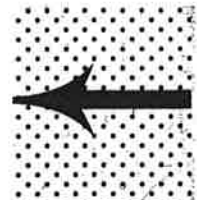
My commission expires August 7, 2016

APPROVAL

The foregoing Declaration of Restrictions is hereby approved by the City of Oak Creek dated this _____ day of _____, 2015.

CITY OF OAK CREEK

COUNTERSIGNED:



BY: _____
Douglas W. Seymour, AICP
Director of Community Development

Michael C. Simmons, P.E.
City Engineer

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2015, DOUGLAS W. SEYMOUR, Director of Community Development and MICHAEL C. SIMMONS, City Engineer, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be such Director of Community Development and City Engineer of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

Notary Public, Milwaukee County, WI

My commission expires: _____

This instrument was drafted by Brian L. Johnston of the City of Oak Creek Engineering Department.

City of Oak Creek Common Council Report

Meeting Date April 21, 2015

Item No.: 23

Recommendation: That the Common Council adopt Resolution No. 11610-042115, a resolution approving a storm water management practices maintenance agreement with Lily Drive Development, LLC, for their Oakfield Village Addition No. 2 Subdivision. (Tax Key Nos. 814-0256 and 814-9011-001) (1st Aldermanic District)

Background: The proposed Oakfield Village Addition No. 2 Subdivision located at E. Lily Drive and S. Alisa Lane requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

Fiscal Impact: None. The owner is responsible for all costs per the Storm Water Management Practices maintenance agreement.

Prepared by:



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

Respectfully submitted:



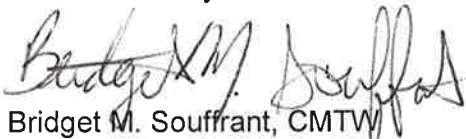
Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11610-042115

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT FOR OAKFIELD VILLAGE ADDITION NO. 2 SUBDIVISION

(TAX KEY NOS. 814-0256 AND 814-9011-001)

(1ST ALDERMANIC DISTRICT)

WHEREAS, Lily Drive Development, LLC (Owner), requires onsite storm water management practices for their proposed Oakfield Village Addition No. 2 Subdivision development, and,

WHEREAS, the City requires that the Owner enter into a Storm Water Management Practices Maintenance Agreement, and,

WHEREAS, the required Storm Water Management Practices Maintenance Agreement has been prepared and signed by the Owner,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached Storm Water Management Practices Maintenance Agreement, as signed by the Owner, is hereby approved by the City.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute the attached agreement on behalf of the Common Council of the City of Oak Creek and upon execution by both the City of Oak Creek and the Owner, the City Attorney is hereby authorized and directed to record the same in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21st day of April, 2015.

Passed and adopted this 21st day of April, 2015.

President, Common Council

Approved this 21st day of April, 2015.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number	OAKFIELD VILLAGE ADDITION NO. 2 Storm Water Management Practices Maintenance Agreement Document Title
-----------------	--

Recording Area

Michael C. Simmons
Engineering Department
8640 South Howell Avenue
Oak Creek, WI 53154
Name and Return Address

814-0256, 814-9011-001

Parcel Identification Number (PIN)

**STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of _____, 2015, by and between Lily Drive Development, LLC, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Oak Creek, County of Milwaukee, State of Wisconsin, to-wit:

That part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 16, Town 5 North, Range 22 East in the City of Oak Creek, Milwaukee County, Wisconsin, being more particularly described as follows:

All of Lot 1, Lot 2, Lot 3 and Outlot 1 of Certified Survey Map No. 8671, together with Outlot 1 and Outlot 2 of Certified Survey Map No. 8672.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Oakfield Village Addition No. 2, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the City and the Owner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Oak Creek, require that on-site storm water management practices as defined in Section 13.103 of the Oak Creek Municipal Code be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow

the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Owner, its successors and assigns, including any homeowners association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Detention Basin Maintenance Standards (Exhibit B).
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

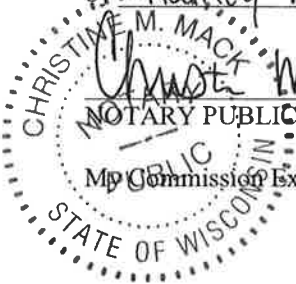
Lily Drive Development, LLC

Rodney R. Oilschlager

Rodney Oilschlager, Member

The foregoing Agreement was acknowledged before me this 16 day of April, 2015,

by Rodney R. Oilschlager



Christine M. MacL.
NOTARY PUBLIC

My Commission Expires: August 7, 2016

CITY OF OAK CREEK, WISCONSIN

Stephen A. Scaffidi, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2015,

by _____

NOTARY PUBLIC

My Commission Expires: _____

This document was prepared by Philip J. Beiermeister, P.E. of the City of Oak Creek Engineering Division.

Approved as to Form:

City Attorney

Date



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____
 Inspection Date: _____

Tax Key No.: _____

Location: _____

Detention Basin Type: Wet Pond ___ Underground ___
 Extended Dry ___ Bioretention ___
 Artificial Wetland ___

Watershed _____

Items Inspected (Pond components)	Checked (Yes/ No/ NA)	Maintenance Needed (Yes/ No/ NA)	Remarks
Embankment and Emergency spillway			
1. Trash and debris			
2. Vegetation and ground cover adequate			
3. Embankment erosion			
4. Animal burrows			
5. Unauthorized plantings/tree growth			
6. Cracking, bulging, or sliding of embankment			
a. Upstream face and toe of slope			
b. Downstream face and toe of slope			
7. Settlement			
8. Seeps/leaks on downstream face			
9. Emergency spillway			
a. Clear of trash and debris			
b. Settlement			
c. Slope protection or riprap failures			
10. Other (specify)			
Inlet/Outlet Structures			
Type: Pipe (RCP/CMP/Plastic)			
Stand pipe/inlet box with orifice			
Weir (V-notch/Rectangular)			
Other _____			
1. Erosion/scouring/undermining at inlet or outlet			
2. Primary outlet structure			
a. Debris or sediment removal necessary			
b. Damaged			
c. Orifice plate damaged, out of place or missing			
3. Trash rack/hood maintenance			
a. Trash or debris removal necessary			
b. Damaged or missing			
c. Corrosion/rust control			
Pond Bottom/Pool Area			
1. Sediment accumulation (estimate depth)			
2. Water level at normal pool elevation			
3. Oil sheen on water			

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Side Slopes and Embankments	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	Unless designated by the Common Council as a nature center or wildlife preserve, if the facility is located in a platted subdivision, multi-family apartment complex, planned development or a mobile home district, mowing is needed when vegetation exceeds 6 inches in height. In all other areas, mowing is needed when vegetation exceeds one foot in height. Mowed vegetation should be removed from areas where it could enter the pond, either when the pond level rises or by rainfall runoff.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Trees and bushes should be removed where they interfere with pond maintenance activities; that is, at the inlet, outlet and near engineered structures. Nature centers and wildlife preserves should follow the maintenance guidelines in the approving resolution and approved storm water management plan.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
	Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal or equipment movements).	Trees do not hinder maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rock rip-rap, planting of grass, erosion mat, compaction.
Inlet/ Outlet Pipe	Debris and Sediment	Sediment and/or debris clogging more than 10% of the pipe opening.	No clogging or blockage in the inlet and outlet piping.
	Damaged	Rust is causing more than 50% deterioration to any part of metal pipes, cracks in plastic pipe or cracks or exposed rebar in concrete pipes.	Pipe repaired or replaced.
		Any dent that decreases the cross section area of pipe by more than 10% or retards the flowage of water.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet pipes; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
	Damaged or Missing Orifice Plate	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Orifice Plate Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Trash Racks/Hoods	Trash and Debris	Trash or debris that is plugging more than 20% of the openings in the barrier.	Barrier clear to receive capacity flow.
	Damaged/ Missing Bars or Hood.	Bars or hood are bent out of shape more than 3 inches.	Bars in place with no bends more than 3/4 inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Repair or replace barrier to design standards.
Pool Area	Sediment Accumulation in Pond Bottom	Sediment accumulations in pond bottom that exceeds the design sediment depth.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
	Water Level	Water level does not drain down to normal designed pool elevation.	Check outlet structure and downstream conveyance system for obstructions.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Remove oil from water by use of oil-absorbent pads or by vacator truck. Refer problem to locate source and correct.
Emergency Overflow/Spillway and Dikes	Settlements	Any part of these components that has settled 4-inches lower than the design elevation, or inspector determines dike/ berm is unsound.	Dike should be built back to the design elevation and repaired to specifications.
	Rock Missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top emergency spillway.	Replace rocks to design standards.

MINUTES
LICENSE COMMITTEE
Wednesday, March 25, 2015 at 9:00 A.M.

1. This meeting was called to order at 9:00 a.m.
2. Present were: Ald. Ruetz and Ald. Kurkowski. Ald. Gehl was excused. Also in attendance was Assistant City Attorney Melissa Karls and Deputy City Clerk Christa Miller.
3. The Committee reviewed an Operator's license application submitted by Andrew J. Drier, 9506 S. Ryan Green Ct., Franklin. Mr. Drier was not in attendance.

On his application, Mr. Drier noted that he had no prior convictions on his record.

The police record check showed that Mr. Drier was convicted of OWI on June 4, 2013 in Oak Creek.

Ald. Ruetz, seconded by Ald. Kurkowski, moved to hold action on Mr. Drier's Operator license application to allow him another opportunity to appear at a future License Committee meeting. On roll call, all voted aye.

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

**MINUTES
LICENSE COMMITTEE
Tuesday, April 14, 2015 at 11:00 A.M.**

1. This meeting was called to order at 11:00 a.m.
2. Present were: Ald. Kurkowski, Ald. Ruetz, and Ald. Gehl. Also in attendance was Ald. Guzikowski, Assistant City Attorney Melissa Karls, City Clerk Catherine Roeske, Police Chief John Edwards, and Deputy City Clerk Christa Miller.
3. The Committee reviewed an application for Special Event submitted by Chris Clausen, Bootz Saloon & Grill, 8950 S. 27th St., for an event on May 30, 2015. Ms. Clausen was in attendance.

Ald. Ruetz opened the meeting up to citizen comments.

Steve Viera, 8981 South 26th Street, Oak Creek, WI. Mr. Viera spoke in opposition to the approval of the permit. He cited noise, lewd behavior, parking issues, trash and kicking fence down. Mr. Viera provided documentation to committee and referred to document during his comment.

Sonja Haas, 963 W. Forest Home Ave., Hales Corners, spoke in favor of the permit, stating that this is a good place in Oak Creek to frequent.

John Valesek, 2408 West Southland, spoke in favor of permit.

Kim Batchleder, 8931 South 26th Street, spoke in opposition to the permit. She has small children who are now afraid of the behavior and loud noise from the business. She also stated that she is unable to enjoy her own yard due to this outdoor event.

Chris Clausen, applicant, read a long statement that was not presented to the Clerk or Committee to retain in minutes of meeting.

CJ Kempkin, General Manager of Bootz, spoke in favor of the permit.

Tom, Choples, 8435 Anna Ave., Wind Lake, WI. Owner of property spoke in favor of the permit. Stated that he had two other businesses at this location that were unsuccessful. Advised he had bands when the business was Arizona Grill on Friday and Saturday nights, with no complaint.

Roger Pyzyk, Attorney for Chris Clausen, presented information to the Committee in support of the permit issuance. Advised that comments had been made by an owner to officers, and advised that Bootz was undergoing staff changes.

Attorney Pyzyk advised Committee that Bootz was withdrawing permit application for the Special Event listed on Agenda at this time.

4. The Committee reviewed an application for Operator license submitted by Andrew J. Drier, 9506 S. Ryan Green Ct., Franklin (held 3/25/15) (Classic Lanes). Mr. Drier was not in attendance.

On his application, Mr. Drier noted that he had no prior convictions on his record.

The police record check showed that Mr. Drier was convicted of OWI on June 4, 2013 in Oak Creek.

The Committee acknowledged that an OWI is directly related to the licensing activity of selling alcoholic beverages.

It was acknowledged that this application had appeared before the License Committee on March 25, 2015 and that at that time the Committee held action to allow Mr. Drier another opportunity to appear before them to speak on behalf of his application. Additionally, Mr. Drier had been contacted by phone and letter in regards to the Committee's request for him to appear at the April 14, 2015 meeting.

Ald. Kurkowski, seconded by Ald. Gehl, moved to deny an Operator's license to Andrew J. Drier, 9506 S. Ryan Green Ct., Franklin due to falsification of his application. On roll call, all voted aye.

5. The Committee reviewed an application for Operator license submitted by Linda I. Miller, 4524 S. 23rd St., Milwaukee (Pick 'n Save). Ms. Miller was not in attendance.

On her application, Ms. Miller noted that she had no prior convictions on her record.

The police record check showed that Ms. Miller was convicted of OWI on 1/26/07 in South Milwaukee.

The Committee acknowledged that an OWI is directly related to the licensing activity of selling alcoholic beverages.

It was acknowledged that Ms. Miller had been contacted by phone and letter in regards to the Committee's request to appear before them to speak on behalf of her application.

Ald. Gehl, seconded by Ald. Kurkowski, moved to deny an Operator's license to Linda I. Miller, 4524 S. 23rd St., Milwaukee (Pick 'n Save) due to falsification of her application. On roll call, the vote was as follows: Ald. Kurkowski, aye; Ald. Ruetz, no; and Ald. Gehl, aye. Motion passes.

6. The Committee reviewed an application for Operator license submitted by Thanner S. Kling, 8963 S. 84th St., Franklin (Speedway). Mr. Kling was in attendance.

On his application, Mr. Kling noted that he had no prior convictions on his record.

The police record check showed that Mr. Kling had a conviction for Possession of Marijuana on 9/24/14 and a conviction for Underage Possess/Consume Alcoholic Beverage on 9/24/14.

Mr. Kling noted that he was unaware that these were items should be disclosed as they were Ordinance violations which resulted in being issued tickets, of which, he claims to have paid as well as having completed 8 hours of Community Service, in which he was given as part of the order.

Ald. Gehl, seconded by Ald. Kurkowski, moved to grant an Operator's license to Thanner S. Kling, 8963 S. 84th St., Franklin (Speedway). On roll call, all voted aye.

7. The Committee reviewed an application for Operator license submitted by Samantha M. Guy, 2528 S. 11th St., Milwaukee (7-Eleven). Ms. Guy was in attendance.

On her application, Ms. Guy indicates that she has a possession of fraud prescription conviction.

The police record check shows a conviction for Obtain Controlled Substance by Fraud (felony) on 1/29/15 and a Fraud Benefit Application conviction on 1/29/15.

Ms. Guy noted that her arrest happened in 2010 and as a result of helping a friend by picking up a prescription for her. It was later determined that this friend had allegedly obtained prescription pads and had been using individuals to obtain prescriptions for her.

Ms. Guy noted that she has complied with all the requirements for her conviction, including taking various court ordered classes and periodic drug testing, of which have shown no use of any drugs. She indicated that once she completes her probation, she will be eligible to have the convictions expunged.

Ald. Kurkowski, seconded by Ald. Gehl, moved to grant an Operator's license to Samantha M. Guy, 2528 S. 11th St., Milwaukee (7-Eleven). On roll call, all voted aye.

8. The Committee reviewed an application for Operator license submitted by Bonnie A. Miller, 5118 W. Burnham St., West Milwaukee (Ryan Road Shell). Ms. Miller was in attendance.

On her application, Ms. Miller indicated a misdemeanor theft conviction for failure to deliver daughter's college trust fund money to her in 2014 and a seatbelt violation ticket.

The police record check showed that Ms. Miller had also been convicted of bail jumping (2014), resisting a police officer (2013), disorderly conduct (2012) and trespass to land (2010).

Ms. Miller acknowledged that in 2009 she was going through a divorce and the convictions of bail jumping, trespass to land, and disorderly conduct were related to the divorce. She was ordered to vacate the family home and disregarded the order, and therefore, was charged. When she failed to show up for court, she was convicted of bail jumping.

Ms. Miller indicated that she has since been getting her life back on track and has been gainfully employed by 7-Eleven for the past 10 months.

Ald. Gehl expressed a desire to hear from the employer as to a reference for Ms. Miller.

Ald. Gehl, seconded by Ald. Kurkowski, moved to grant an Operator's license to Bonnie A. Miller, 2528 S. 11th St., Milwaukee (7-Eleven), subject to a favorable reference from her employer by April 17, 2015. On roll call, all voted aye.

Ald. Gehl, seconded by Ald. Kurkowski, moved to adjourn the meeting at 12:25 p.m. On roll call, all voted aye.