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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, MAY 19, 2015  
AT 7:00 P.M.

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

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1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 5/5/15

### Proclamation

4. **Council Proclamation:** Consider Council Proclamation No. 15-04, Congratulations to Grace Lutheran Church in Recognition of the Church's 60<sup>th</sup> Anniversary (by Committee of the Whole).
5. **Council Proclamation:** Consider Council Proclamation No. 15-05, Congratulations to Jeff Sageser, 2015 Oak Creek Citizen of the Year (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.*

6. **Rezone:** Consider a request by Joe Tikotzky, Villa Healthcare, and Apple Tower Development, Inc., to rezone portions of the properties at 8380, 8400, and 8432 S. 27<sup>th</sup> St., from B-4, Highway Business, to Rm-1, Multifamily Residential, with a Conditional Use Amendment for a skilled nursing facility (5<sup>th</sup> District).
7. **Ordinance:** Consider Ordinance No. 2766, approving the rezoning of portions of the properties at 8380 S. 27<sup>th</sup> St., 8400 S. 27<sup>th</sup> St., and 8432 S. 27<sup>th</sup> St., from B-4, Highway Business to Rm-1, Multifamily Residential with a Conditional Use for a Skilled Nursing Facility (5<sup>th</sup> District).

### Old Business

8. **Resolution:** Consider Resolution No. 11599-042115, approving a certified survey map for the properties at 9175, 9235, and 9325 S. 5<sup>th</sup> Ave., and 3975 E. American Ave. (4<sup>th</sup> District) (held 4/21/15).

New Business

**MAYOR & COMMON COUNCIL**

9. **Ordinance:** Consider Ordinance No. 2765, amending Section 4 of Ordinance 2743, relating to the salary for the position of City Attorney, effective July 1, 2015 (by Committee of the Whole).
10. **Motion:** Consider a motion to authorize the publication and write-off of the 2013 delinquent personal property tax per City policy (by Committee of the Whole).
11. **Motion:** Consider a motion to purchase a VOIP Phone System (documentation to follow) (by Committee of the Whole).
12. **Motion:** Consider a motion to purchase Cisco wireless access points and wireless access controller from Core BTS, Inc., in the amount of \$38,147.20 for the new City Hall and Library (by Committee of the Whole).
13. **Motion:** Consider a motion to authorize the Finance Director / Comptroller to enter into contracts with Point & Pay for acceptance of credit cards, subject to technical revisions by the City Treasurer and City Attorney's office (by Committee of the Whole).
14. **Motion:** Consider a motion to designate the Milwaukee Journal Sentinel (Oak Creek NOW) to serve as the official City newspaper for the next 12 months (by Committee of the Whole).
15. **Motion:** Consider a motion to approve the 2015 Vendor Summary Report in the amount of \$2,036,709.32 (by Committee of the Whole).

**STREETS, PARKS & FORESTRY**

16. **Motion:** Consider a motion to concur with the Personnel Committee's recommendation and increase the number of full time Streets, Parks & Forestry Department Laborer/Driver positions from four to five (by Committee of the Whole).

**LICENSE COMMITTEE**

The License Committee did not meet prior to the Council meeting. Tentative recommendations are as follows:

17. **Motion:** Consider a motion to grant an Operator's license to the following (*favorable background report received*):
  - Lorese Banks, 901 W. Winnebago St., Milwaukee (Target)
  - Donald Oliver, 3830 S. 43<sup>rd</sup> St., Milwaukee (PDQ)
  - Brittany Bodner, 4605 5 Mile, Racine (Target)
  - Polly Emelander, 132 E. Pine Hollow Ln., Oak Creek (Meijer)
  - Lynn Minotto, 1001 71<sup>st</sup> St., Kenosha (Meijer)
  - Gregory Kowske, 583 W. 32641 Maggi Ln., Mukwonago (Meijer)
  - Jill Young, 401 Emerson St., Burlington (Meijer)
  - Roberta-Rae Betker, 1139 Howard St., Racine (South Shore Cinema)

18. **Motion:** Consider a *motion* to grant a Temporary Class B Beer license, with a waiver of fees, to the Oak Creek Celebrations Commission, Carolyn Bukiewicz, Agent, for the Oak Creek Celebrations Pig & Chicken Roast, September 13, 2015.
19. **Motion:** Consider a *motion* to grant a Special Event Run/Walk permit to Madeline Cross, Agent, for the Unified Relay Across America event to be held on Sunday, June 14, 2015.
20. **Motion:** Consider a *motion* to grant Amusement Operator and Amusement Devices license to the following:
  - Red's Novelty Ltd, 1921 S. 74<sup>th</sup> St., West Allis
  - Wisconsin P & P Amusement, 12565 W. Lisbon Rd., Brookfield
  - Sam's Amusement Company, 930 Washington Pond, Kenosha
  - National Entertainment Network, 325 Interlocken Pkwy. – B, Broomfield, CO
  - Games Are Us Inc., 4905 S. Woodlawn Pl., Greenfield

### **MISCELLANEOUS**

21. **Motion:** Consider a *motion* to convene into Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes Section 19.85 (1)(c)(e)(g) to discuss a medical termination and settlement agreement for a police officer.
22. **Motion:** Consider a *motion* to reconvene into Open Session.
23. **Motion:** Consider a *motion* to take action, if necessary.

### ***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

PROCLAMATION 15-04

A PROCLAMATION OF CONGRATULATIONS  
TO  
GRACE LUTHERAN CHURCH  
IN RECOGNITION OF THE CHURCH'S 60TH ANNIVERSARY

WHEREAS, on Sunday, May 31, 2015, GRACE LUTHERAN CHURCH of Oak Creek will hold a celebration recognizing the church's founding in 1955; and,

WHEREAS, GRACE LUTHERAN CHURCH held its first service on Sunday, Aug. 28, 1955; in December, 1955, the congregation purchased a 2-acre building site at 3401 East Puetz Road for the purpose of constructing a church, which was completed and dedicated in 1957; and,

WHEREAS, GRACE LUTHERAN CHURCH built an educational wing which was dedicated in 1966, opened a Christian Day School at the site in 1980, and after purchasing land at 8537 South Pennsylvania Avenue, constructed and moved into a new school building in 1995, and established an Early Childhood Center at the Puetz Road location; and,

WHEREAS, the congregation of GRACE LUTHERAN CHURCH has shown perseverance, hard work, and dedication to continued expansion, improvement and growth in its home community; and,

WHEREAS, the City of Oak Creek has benefited tremendously from the valuable contribution of GRACE LUTHERAN CHURCH to the growth and stability of the entire community.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that congratulations be extended to GRACE LUTHERAN CHURCH upon its 60th anniversary, and for its longstanding dedication to the community.

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 GRACE LUTHERAN CHURCH.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of May, 2015.

Passed and adopted this 19th day of May, 2015.

\_\_\_\_\_  
Kenneth Gehl, Common Council President

\_\_\_\_\_  
Mayor Steve Scaffidi

ATTEST:

\_\_\_\_\_  
City Clerk Catherine Roeske

VOTE: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_

**COUNCIL PROCLAMATION 15-05**  
**CONGRATULATIONS TO**  
**JEFFREY A. SAGESER**  
**2015 OAK CREEK CITIZEN OF THE YEAR**

WHEREAS, the Oak Creek Citizen of the Year Committee conducts an annual search for the person who, in its judgment, is most deserving of acknowledgment because of loyal, unselfish and patriotic service to the community; and

WHEREAS, the Oak Creek Citizen of the Year Committee has selected Jeffrey Sageser as its 2015 Citizen of the Year, for which he will be duly honored at a recognition dinner on Sunday, May 17, 2015; and

WHEREAS, Jeff Sageser is a lifelong resident of Oak Creek, is married to his wife Marge; and has two children, Zachary and Kelsey; and

WHEREAS, Jeff Sageser, attended Oak Creek's Scanlan School and Oak Creek Junior High before graduating from Oak Creek High School in 1982. Jeff went on to obtain an Associate's degree in Accounting from Milwaukee Area Technical College; and

WHEREAS, Jeff Sageser, was a Cub Master and Den Leader for four years and from May 2002 through September 2010 was a Scoutmaster, Treasurer and served as a member of the Troop Committee; and

WHEREAS, Jeff Sageser, has been presented with mentor pins at Eagle Scout ceremonies for his work mentoring Eagle Scouts throughout their Boy Scout careers; and

WHEREAS, Jeff Sageser, has been a member of the Oak Creek Band Scholarship Fund since September 2008, and served as the Vice President from June 2012 through June 2014, collaborating with others to help the organization grow and create ways to reach out to obtain new members; and

WHEREAS, Jeff Sageser was an Oak Creek Band Parent Helper from August 2005 through June 2011, working with other parents to ensure students were prepared for their band functions and chaperoning band trips and competitions providing band member safety; and

WHEREAS, Jeff Sageser was a Volunteer Member and Vice President of the Oak Creek Quarterback Club which supports football related activities at Oak Creek High School and a Volunteer Member for the Knights Community Stadium Committee participating in fundraising for the new Knights Stadium; and

WHEREAS, Jeff Sageser has been a member of the Oak Creek Community Center Board of Directors for the past six years and has volunteered countless hours at the Annual Fundraising Auctions, Septemberfest fundraisers, the Summer Concert series, and Dream Drawing Fundraising events; and

WHEREAS, Jeff Sageser has served on the Oak Creek Police and Fire Commission since July, 2014, serving as a liaison between the citizens of Oak Creek and the Police and Fire Departments, and ensuring that these departments run smoothly, effectively and with the utmost integrity; and

WHEREAS, Jeff Sageser has rendered countless hours of community service, and is truly deserving of this recognition.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby congratulate Jeffrey Sageser on being selected the 2015 Oak Creek Citizen of the Year.

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

Presented and adopted this 19<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Common Council President Kenneth Gehl

ATTEST:

\_\_\_\_\_  
Mayor Steve Scaffidi

\_\_\_\_\_  
City Clerk Catherine Roeske

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 Joe Tikotzky, Villa Healthcare, and Apple Tower Development, Inc. to rezone portions of the properties at 8380, 8400, and 8432 S. 27<sup>th</sup> St. from B-4, Highway Business, to Rm-1, Multifamily Residential, with a Conditional Use Amendment for a skilled nursing facility.

**Hearing Date:** Tuesday, May 19, 2015  
**Time:** 7:00 p.m.  
**Place:** Oak Creek City Hall  
8640 South Howell Avenue  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** Joe Tikotzky, Villa Healthcare  
**Property Owner:** Apple Tower Development, Inc.  
**Property Location:** 8380, 8400, 8432 S. 27th St.  
**Tax Key(s):** 831-9027, 831-9026, 831-9025

**Legal Description:**

Situated on Honadel Boulevard, in the City of Oak Creek, Milwaukee County, Wisconsin.

Part of Parcel 1 & Outlot 1 in Certified Survey Map No. 6358 and Parcel 4 in Certified Survey Map No. 6329, all being a part of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Southwest 1/4 Section; thence South 00°03'50" East along the West line of said Southwest 1/4 Section 570.44 feet to a point; thence North 89°15'46" East 80.01 feet to a point on the East line of South 27th Street and the point of beginning of lands to be described; thence North 89°15'46" East 481.79 feet to a point; thence South 00°03'50" East 315.00 feet to a point; thence North 89°14'22" East 90.90 feet to a point on the West line of Apple Creek Farms Addition No. 1; thence South 00°03'50" East along said West line 403.53 feet to a point on the North line of Honadel Boulevard; thence South 89°13'50" West along said North line 572.69 feet to a point on the East line of South 27th Street; thence North 00°03'50" West along said East line 718.81 feet to the point of beginning. Containing 382,908 square feet or 8.7904 acres.

The Common Council has scheduled other public hearings for May 19, 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: April 16, 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: May 19, 2015

Item No.: 7

**Recommendation:** That the Common Council adopts Ordinance No. 2766 approving the rezoning of portions of the properties at 8380 S. 27th St., 8400 S. 27th St., and 8432 S. 27th St. from B-4, Highway Business, to Rm-1, Multifamily Residential with a Conditional Use for a Skilled Nursing Facility.

**Background:** At the March 24, 2015 meeting, the Plan Commission recommended Common Council approval of rezoning portions of the properties at 8380 S. 27th St., 8400 S. 27th St., and 8432 S. 27th St. from B-4, Highway Business, to Rm-1, Multifamily Residential with a Conditional Use for a Skilled Nursing Facility. A Certified Survey Map combining the portions of the properties is forthcoming. Site, building, landscaping, signage, and related reviews will occur at a later date.

A conceptual site plan has been submitted, which shows a one-story, 78,710 square-foot facility with 72 units and 138 beds primarily on the properties at 8400 and 8432 S. 27<sup>th</sup> St. A small portion of 8380 S. 27<sup>th</sup> St. is included at the northeast corner of the proposed development for stormwater detention and landscape buffers. The proposed number of units is well within the density limitations of the Rm-1 zoning district for efficiency and one-bedroom units. Two new curb cuts are proposed onto Honadel Boulevard to provide for an access drive around the entire facility.

Parking is shown at 96 total stalls on the west, northwest, and east. It is anticipated that 50 employees will be on site at the peak shift. The number of proposed stalls was based on the parking requirements in Section 17.0403(j)(6)(f) for Institutional and Related Uses. The Plan Commission has approved of using the parking requirements in this portion of the Code for the facility. Concerns for vehicle headlights affecting the residential properties to the east were raised, and it was recommended that significant landscaping treatments be incorporated into the plans that will be reviewed by the Plan Commission at the time the site and building plans are reviewed.

The attached Conditions and Restrictions were recommended for approval by the Plan Commission at their April 14, 2015 meeting.

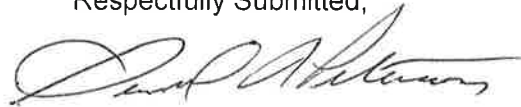
**Fiscal Impact:** Approval of this use will allow the construction of a new skilled nursing facility on the properties, which will result in additional tax revenue and impact fees.

Prepared by:



Doug Seymour, AICP  
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM  
City Administrator

Fiscal Review by:



Bridget M. Souffrant  
Finance Director/Comptroller

ORDINANCE NO. 2766

By: \_\_\_\_\_

AN ORDINANCE TO REZONE PORTIONS OF THE PROPERTIES AT 8380 S. 27TH ST., 8400 S. 27TH ST., AND 8432 S. 27<sup>TH</sup> ST. FROM B-4, HIGHWAY BUSINESS, TO RM-1, MULTIFAMILY RESIDENTIAL WITH A CONDITIONAL USE FOR A SKILLED NURSING FACILITY

(5<sup>th</sup> Aldermanic District)

WHEREAS, JOE TIKOTZKY, VILLA HEALTHCARE, AND APPLE TOWER DEVELOPMENT have applied for a rezoning of portions of the properties at 8380 S. 27<sup>th</sup> St., 8400 S. 27<sup>th</sup> St., and 8432 S. 27<sup>th</sup> St. from B-4, Highway Business, to Rm-1, Multifamily Residential with a Conditional Use for a Skilled Nursing Facility; and

WHEREAS, the portions of the properties are more precisely described as follows:

Situated on Honadel Boulevard, in the City of Oak Creek, Milwaukee County, Wisconsin.

Part of Parcel 1 & Outlot 1 in Certified Survey Map No. 6358 and Parcel 4 in Certified Survey Map No. 6329, all being a part of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Southwest 1/4 Section; thence South 00°03'50" East along the West line of said Southwest 1/4 Section 570.44 feet to a point; thence North 89°15'46" East 80.01 feet to a point on the East line of South 27th Street and the point of beginning of lands to be described; thence North 89°15'46" East 481.79 feet to a point; thence South 00°03'50" East 315.00 feet to a point; thence North 89°14'22" East 90.90 feet to a point on the West line of Apple Creek Farms Addition No. 1; thence South 00°03'50" East along said West line 403.53 feet to a point on the North line of Honadel Boulevard; thence South 89°13'50" West along said North line 572.69 feet to a point on the East line of South 27th Street; thence North 00°03'50" West along said East line 718.81 feet to the point of beginning. Containing 382,908 square feet or 8.7904 acres.

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

WHEREAS, the Common Council held a public hearing on said request on May 19, 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 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 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 portions of lands hereinabove described are hereby rezoned from B-4, Highway Business, to Rm-1, Multifamily Residential, 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 a Conditional Use Permit for a Skilled Nursing Facility located at 8380 S. 27<sup>th</sup> St., 8400 S. 27<sup>th</sup> St., and 8432 S. 27<sup>th</sup> St., which shall include the aforementioned conditions and restrictions.

SECTION 3: The Conditional Use Permit is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for the Skilled Nursing Facility.

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 \_\_\_\_\_

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

Applicant:	Joe Tikotzky, Villa Healthcare	Approved by Plan Commission:	4-14-15
Property Addresses:	8380, 8400, & 8432 S. 27 <sup>th</sup> St.	Approved by Common Council:	TBD
Tax Key Numbers:	831-9026, 831-9027, 831-9025	(Ord. #TBD)	
Conditional Use:	Skilled Nursing Facility		

**1. LEGAL DESCRIPTION**

Situated on Honadel Boulevard, in the City of Oak Creek, Milwaukee County, Wisconsin.

Part of Parcel 1 & Outlot 1 in Certified Survey Map No. 6358 and Parcel 4 in Certified Survey Map No. 6329, all being a part of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Southwest 1/4 Section; thence South 00°03'50" East along the West line of said Southwest 1/4 Section 570.44 feet to a point; thence North 89°15'46" East 80.01 feet to a point on the East line of South 27th Street and the point of beginning of lands to be described; thence North 89°15'46" East 481.79 feet to a point; thence South 00°03'50" East 315.00 feet to a point; thence North 89°14'22" East 90.90 feet to a point on the West line of Apple Creek Farms Addition No. 1; thence South 00°03'50" East along said West line 403.53 feet to a point on the North line of Honadel Boulevard; thence South 89°13'50" West along said North line 572.69 feet to a point on the East line of South 27th Street; thence North 00°03'50" West along said East line 718.81 feet to the point of beginning. Containing 382,908 square feet or 8.7904 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) Precise location of outdoor storage
- m) Location of wetlands (field verified)
- n) Location, square footage and height of signs
- o) A description of the vehicles, materials and equipment to be stored at the site

**2) Landscape Plan**

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

**3) Building Plan**

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

**4) Lighting Plan**

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

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

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

**6) Fire Protection**

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

- B. All plans for new buildings, additions, or exterior remodeling shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.
- C. For any new buildings or structures and additions, site grading and drainage, stormwater management and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.
- D. Plans and specifications for any necessary public improvements within developed areas (e.g. sanitary sewer, water main, storm sewer, etc.) shall be subject to approval by the City Engineer.
- E. If required by the City of Oak Creek, public easements for telephone, electric power, sanitary sewer, storm sewer and water main shall be granted. Said easements shall be maintained free and clear of any buildings, structures, trees or accessory outdoor appurtenances. Shrubbery type plantings shall be permitted; provided there is access to each of the aforementioned systems and their appurtenances.
- F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- G. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit.
- H. All plans shall be in conformance with Wisconsin Department of Health Services (DHS) Chapter 132 which provides conditions of licensure for nursing homes.

### 3. PARKING AND ACCESS

- A. Parking requirements for this project shall be provided in accordance with Section 17.0403 of the Municipal Code. The minimum number of parking stalls shall be in accordance with Section 17.0403(j)(6)(f) for Institutional and Related Uses.
- B. Where 90° parking is indicated on the site plans, individual-parking stalls shall be nine (9) feet in width by eighteen (18) feet in length. The standards for other types of angle parking shall be those as set forth in Section 17.0403(d) of the Municipal Code.
- C. Movement aisles for 90° parking shall be at least twenty-two (22) feet in width.
- D. All off-street parking areas shall be surfaced with an all-weather wearing surface of plant mix asphaltic concrete over crushed stone base subject to approval by the City Engineer. A proposal to use other materials shall be submitted to the Plan Commission and the Engineering Department for approval.
- E. Other parking arrangements, showing traffic circulation and dimensions, shall be submitted to the Plan Commission for approval.
- F. All driveway approaches to this property shall be in compliance with all the standards set forth in Chapter 6 of the Oak Creek Municipal Code. Any off-site improvements shall be the responsibility of the property owner.
- G. All off street parking areas shall be landscaped in accordance with Sections 17.0330 & 17.0403 of the Municipal Code.
- H. Parking shall be located in a garage or carport or on a driveway that does not exceed twenty-four (24) feet in width, except for a spur that is a maximum of ten (10) feet by twenty (20) feet or the flare to access a parking area in the side or rear yard.

I. Adjustments to required parking may be made by the Plan Commission in accordance with Section 17.0404.

4. LIGHTING

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

5. LANDSCAPING

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

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

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

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

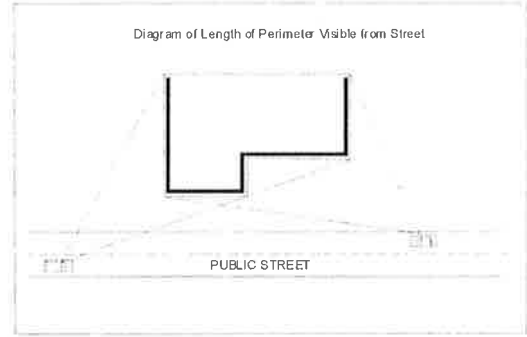
4. To assure a diversity of color, texture and year-round interest, the total number of plant materials must be comprised of a minimum 25% evergreens, but no more than 70%.
- B. Interior Landscape Area. All public off-street parking lots which serve five (5) vehicles or more shall be provided with accessory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

- E. Screening of Trash. Trash receptacles shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
- F. Screening of Ground Mounted Mechanical Equipment. Ground mounted mechanical equipment shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
- G. Screening of Roof Mounted Mechanical Equipment - Roof mounted mechanical equipment shall be screened from casual view.
- H. Retaining Walls. No retaining wall shall exceed four (4) feet in height unless it has been designed and its construction supervised by a Professional Engineer. A retaining wall may be stepped to achieve greater height. Each step of the wall shall be no more than four (4) feet in height and shall be set back a minimum of three (3) feet from the previous step. Acceptable materials for retaining walls are: segmental masonry type, timber, railroad ties, or concrete
- I. Berms. Side slopes of berms shall not exceed a gradient of 1-ft. vertical to 3-ft. horizontal unless approved by the City Engineer.
- J. Buffer Yards. Appropriate buffers shall be provided between dissimilar uses as set forth in Section 17.0205 (d) of the Municipal Code.
- K. Submittal Requirements. A Landscape Plan (to scale) must be submitted which includes details of all proposed landscaping, buffering and screening, including the estimated cost of the landscaping. These plans shall be prepared by a landscape professional and show the location and dimensions of all existing and proposed structures, parking, drives, right-of-ways and any other permanent features, and all other information required by the Plan Commission, including but not limited to the following:
  - 1. A plant list and coverage chart showing the location, quantity, size (at time of planting and at maturity), spacing and the scientific and common names of all landscape materials used.
  - 2. The location and type of existing trees over four (4) inches in diameter (measured six (6) inches above the ground) within the area to be developed.
  - 3. The location and percent of slope of all proposed berms using one (1) foot contours.
  - 4. Detailed sections showing elevations of all proposed architectural features, such as walls, lighting or water features.
  - 5. Methods used in staking, mulching, wrapping or any other early tree care used.
  - 6. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule.
- L. The Plan Commission may modify any of the above standards by a  $\frac{3}{4}$  majority vote of those Commissioners present at a meeting, but only if supplemental design elements or improvements are incorporated into the project which compensate for the modification of the particular standard.

## 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 may modify any of the above standards by a ¾ majority vote of those Commissioners present at a meeting, but only if supplemental design elements or improvements are incorporated into the project which compensate for the modifications of the particular standard.

F. The relative proportion of a building to its neighboring buildings or to other existing buildings shall be maintained or enhanced when new buildings are built or when existing buildings are remodeled or altered.

G. Each principal building shall have a clearly defined, highly visible customer entrance with features such as canopies or porticos, arcades, arches, wing walls, and integral planters.

H. Sides of a building that are visible from adjoining residential properties and/or public streets should contribute to the pleasing scale features of the building by featuring characteristics similar to the front façade of the building.

I. Dumpsters and other trash receptacles shall be fenced and/or screened from view from street rights-of-way and adjacent residential uses.

J. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule; as well as the approved protection of the identified wetlands and woodlands on the approved plan.

7. BUILDING AND PARKING SETBACKS

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure	30'	50'	50'
Accessory Structure*	30'	See Section 17.0501	See Section 17.0501
Off-street Parking	25'	15'	15'

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

8. MAINTENANCE AND OPERATION

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

9. SIGNS

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

10. PERMITTED USES

- A. All permitted uses in the Rm-1, Multifamily Residential zoning district.
- B. One (1) Skilled Nursing Facility.
- 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 a building permit has not been issued for this use. The applicant shall re-apply for a conditional use approval, prior to recommencing work or construction.

12. OTHER REGULATIONS

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

13. VIOLATIONS & PENALTIES

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

14. REVOCAION

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

15. ACKNOWLEDGEMENT

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

\_\_\_\_\_  
Owner / Authorized Representative Signature

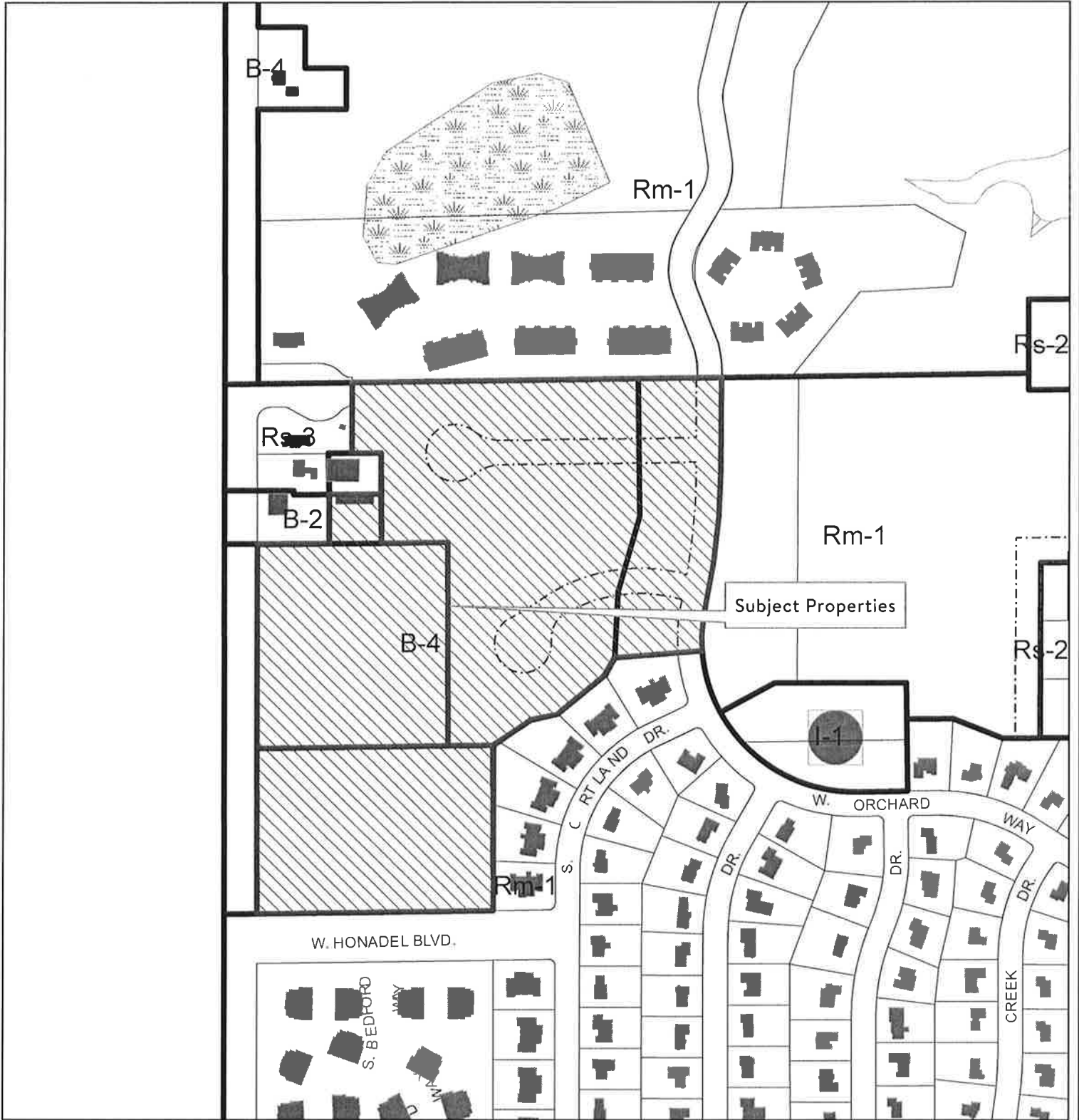
\_\_\_\_\_  
Date

\_\_\_\_\_  
(please print name)



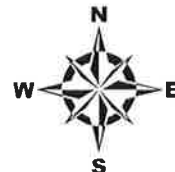
# Location Map

8380, 8400, 8432 S. 27th St.



**OAKCREEK**  
— WISCONSIN —

Department of Community Development



### Legend

- 8380, 8400, 8432 S. 27th St.
- Wetland
- Floodfringe
- Floodway

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

# PROPERTY EXHIBIT

Situated on Honadel Boulevard, in the City of Oak Creek, Milwaukee County, Wisconsin.

Part of Parcel 1 & Outlot 1 in Certified Survey Map No. 6358 and Parcel 4 in Certified Survey Map No. 6329, all being a part of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

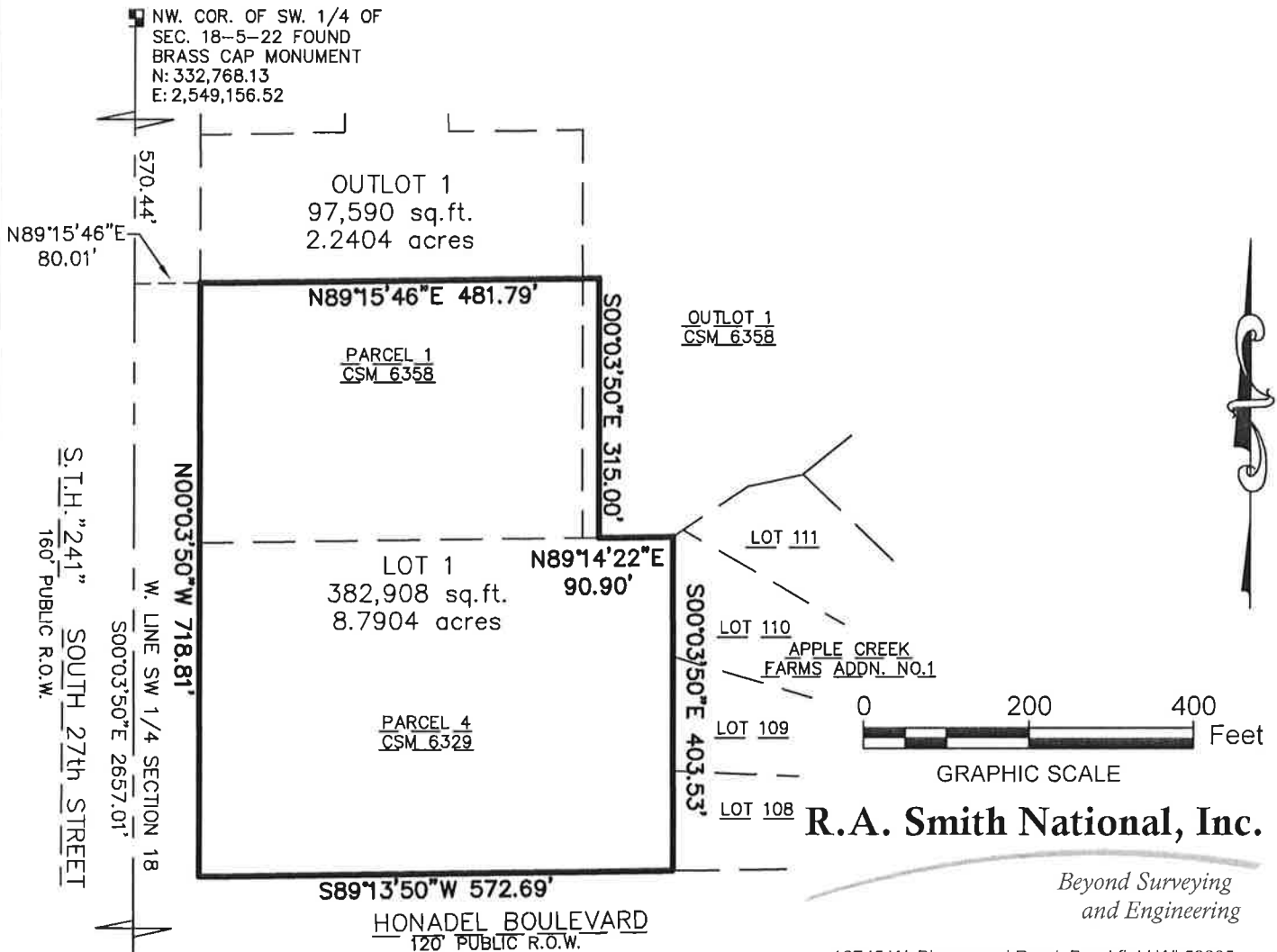
Commencing at the Northwest corner of said Southwest 1/4 Section; thence South 00°03'50" East along the West line of said Southwest 1/4 Section 570.44 feet to a point; thence North 89°15'46" East 80.01 feet to a point on the East line of South 27th Street and the point of beginning of lands to be described; thence North 89°15'46" East 481.79 feet to a point; thence South 00°03'50" East 315.00 feet to a point; thence North 89°14'22" East 90.90 feet to a point on the West line of Apple Creek Farms Addition No. 1; thence South 00°03'50" East along said West line 403.53 feet to a point on the North line of Honadel Boulevard; thence South 89°13'50" West along said North line 572.69 feet to a point on the East line of South 27th Street; thence North 00°03'50" West along said East line 718.81 feet to the point of beginning. Containing 382,908 square feet or 8.7904 acres.

March 23, 2015

City of Oak Creek

Survey No. 166224-BMJ

R.A. Smith National, Inc.



**R.A. Smith National, Inc.**

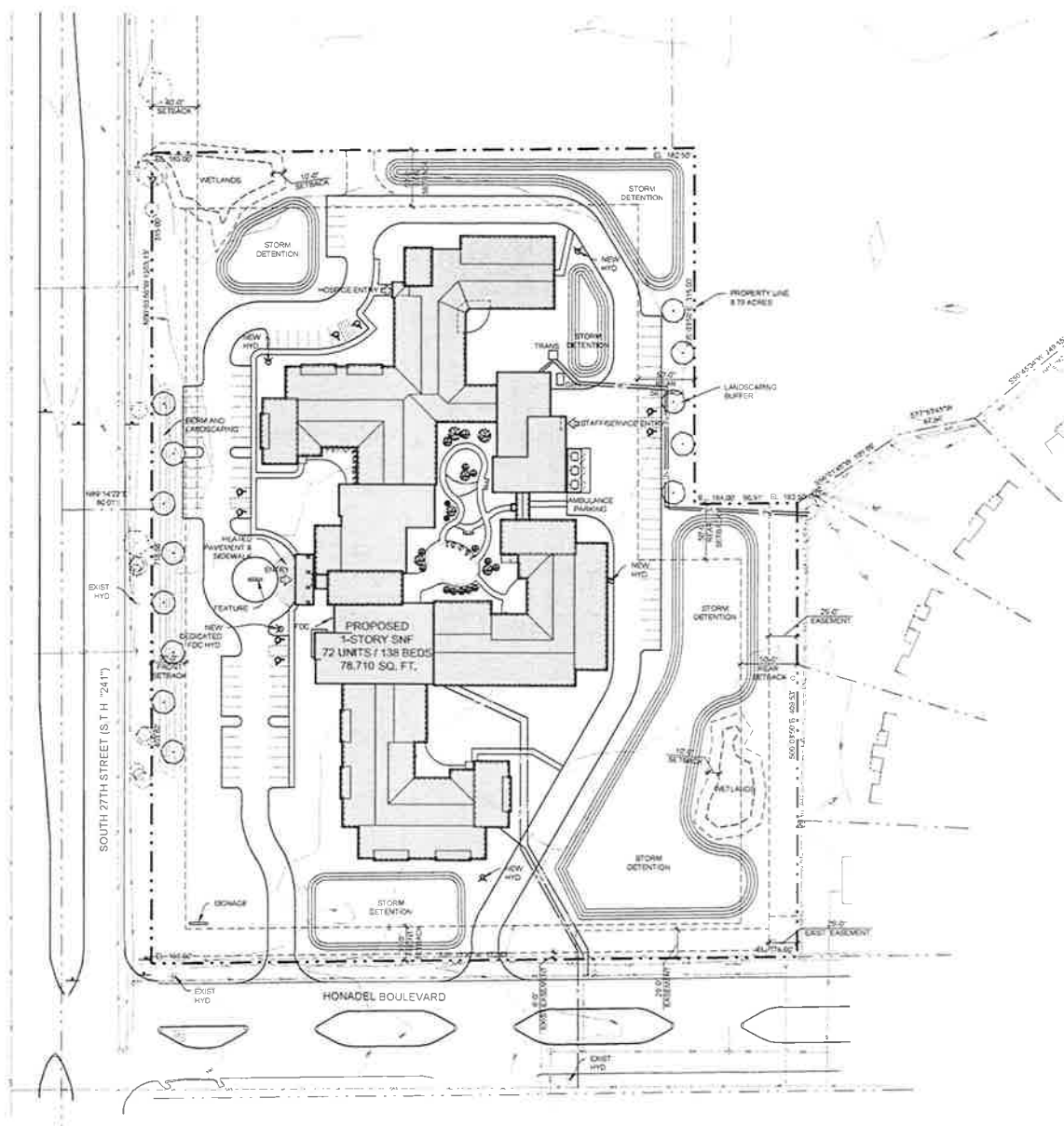
*Beyond Surveying  
and Engineering*

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

SA5166224.dwg  
EX101B.dwg/HONADEL BLVD

SHEET 1 OF 1

**RECEIVED**  
By Karl Papalbon at 10:47 am, Mar 23, 2015



PROPOSED PROJECT DATA	
SITE	
PARCEL	831025
SIZE	8.79 ACRES 382,861 SQ. FT.
EXISTING ZONING	B-4
PROPOSED ZONING	RM-1, CONDITIONAL USE
SETBACKS	30' FRONT, 30' SIDE, 30' BACK
PARKING SPACES	96 TOTAL PARKING SPACES
FLOOR AREA RATIO	78,710 SQ. FT. / 390,861 SQ. FT. = 21%
BUILDING	
BUILDING SQ. FT.	78,710 SQ. FT.
UNITS/BEDS	72 UNITS / 138 BEDS
UNIT DENSITY	72 UNITS / 8.79 ACRES = 8.18 UNITS/ACRE
BUILDING TYPE	SKILLED NURSING FACILITY
LICENSURE TYPE	NURSING HOME
BUILDING ELEVATION	TSD
EGAS TYPE	W-8
OCCUPANCY	I-2
SPRINKLER SYSTEM	NFPA 13



**PLANNING  
DESIGN  
CONSTRUCTION**

PDC MIDWEST, INC.  
1130 JAMES DRIVE, SUITE 106  
HARTLAND, WISCONSIN 53029  
T. 262-367-7770 F. 262-367-7772  
WWW.PDCMIDWEST.COM

**PROJECT**  
THE VILLA AT  
OAK CREEK  
27TH & HONADEL  
OAK CREEK, WI 53154

**OWNER**  
VILLA HEALTHCARE  
3755 W. CHASE AVENUE  
SKOKIE, IL 60076

**STATUS**  
CONDITIONAL USE &  
REZONING APPROVAL

PROJECT NO.	DATE
14013	02-24-15
DRAWN BY	CHECKED
JRM	PDJ

**SHEET TITLE**  
PROPOSED  
SITE PLAN

**SHEET NUMBER**  
C1.1

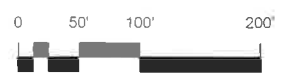
NOT FOR CONSTRUCTION  
SD PROGRESS SET

ALL FUTURE PROPERTY LINES ARE APPROXIMATE AND SHALL BE FINALIZED AFTER DEVELOPMENT OF FINAL BUILDING AND SITE DESIGN



**PROPOSED SITE PLAN**

1"=100' @ 11x17 FORMAT  
1"=50' @ 24x36 FORMAT



# City of Oak Creek Common Council Report

**Meeting Date:** May 19, 2015

**Item No.:** 8

**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.  
(4<sup>th</sup> 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

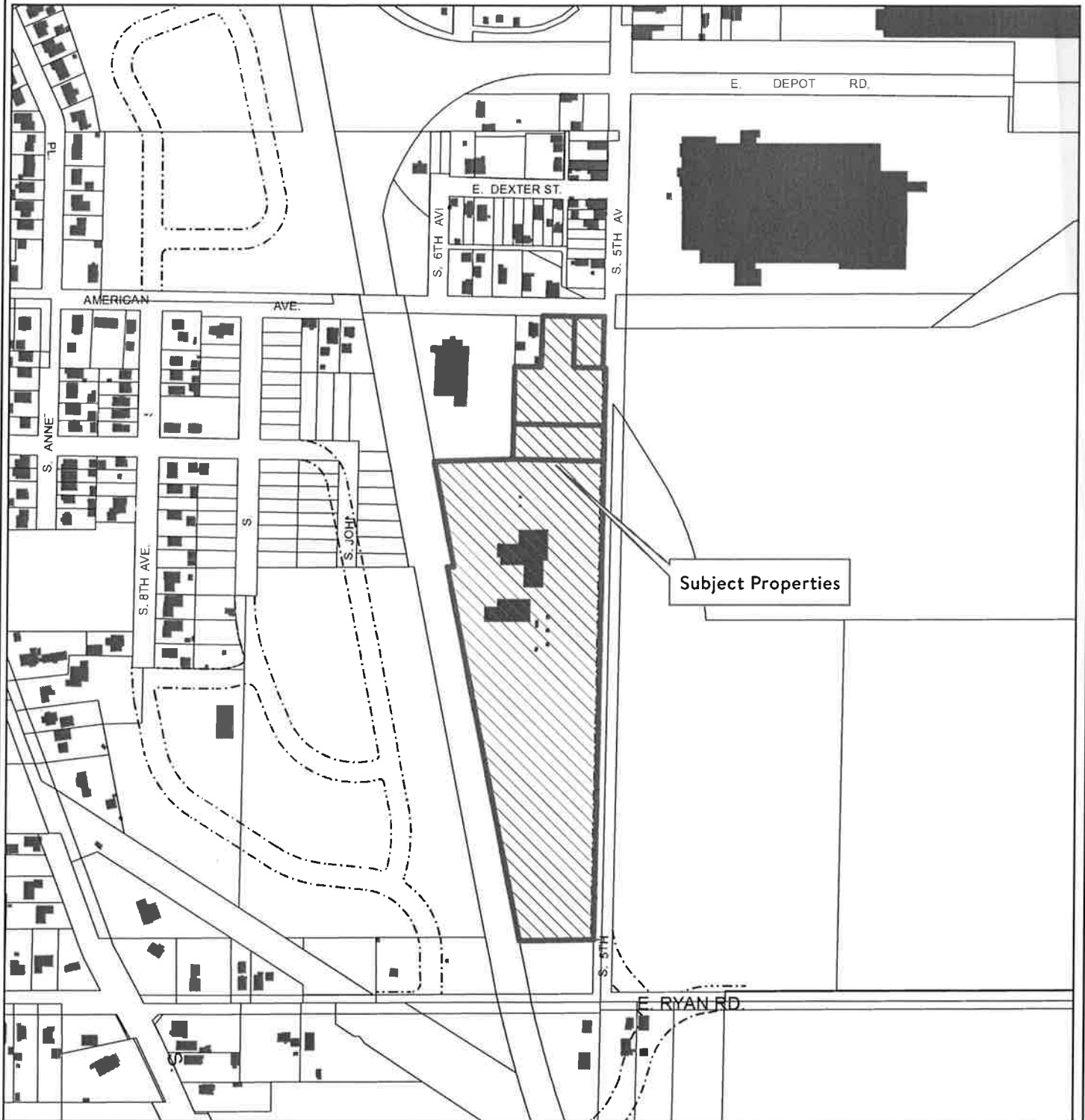
ATTEST:

\_\_\_\_\_  
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**

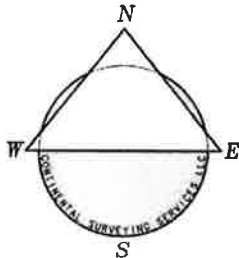
-  Subject Properties
-  Existing Street Pattern

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)



SCALE:  
1"=200'

### Curve Data

RAD. = 5680.15' (1)  
 ARC = 185.17'  
 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 XXxx day of MONTH, 2015 Sheet 1 of 5

**CONTINENTAL SURVEYING SERVICES LLC**

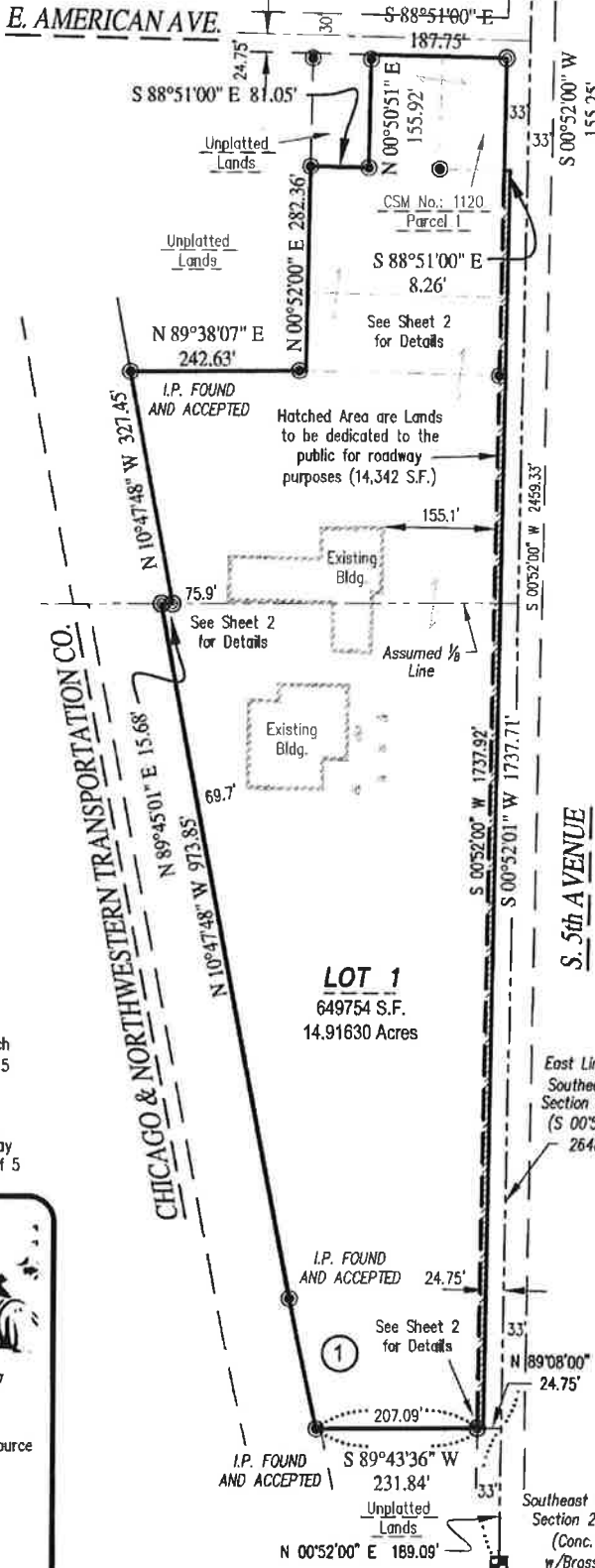


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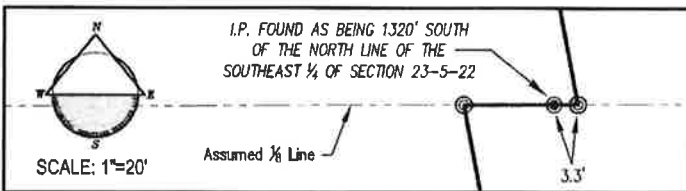
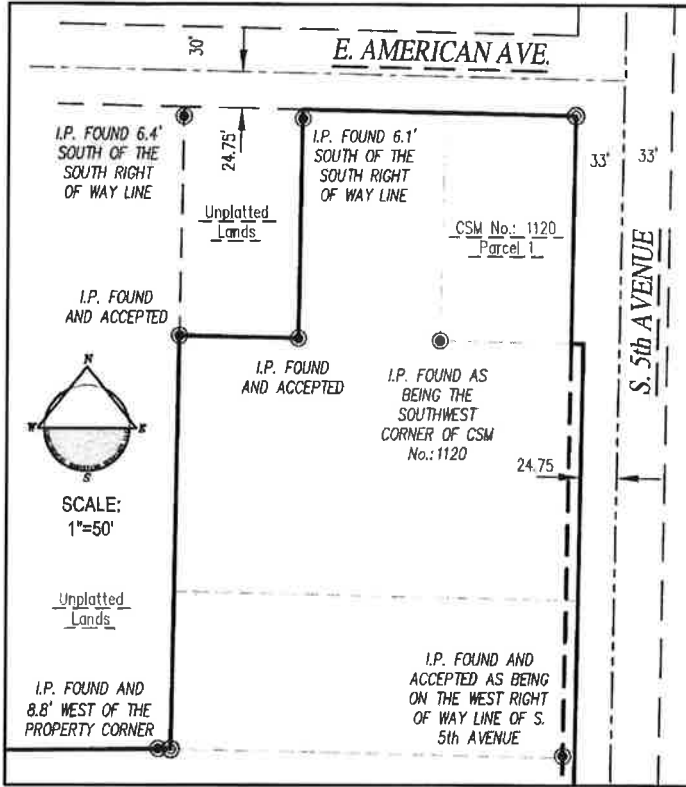
We are your Land Surveyor and Land Surveying Resource

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



# 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**

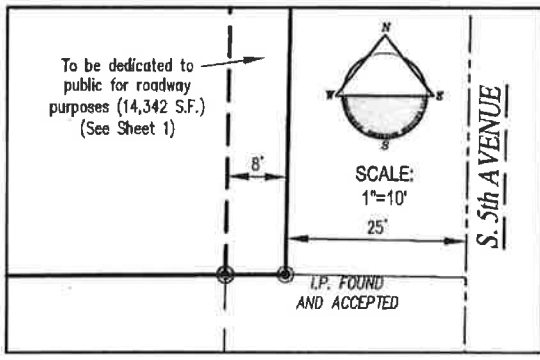
- 1" Iron Pipe Found
- ⊙ 20" x 1" Iron Pipe Set (1.13 lb/foot)

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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 2 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.

## 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  $\frac{1}{2}$  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



## CONTINENTAL SURVEYING SERVICES LLC



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Richfield Wl. 53076  
Phone: (262) 389-9200  
Website: [www.csssurveys.com](http://www.csssurveys.com)  
Email: [survey@csssurveys.com](mailto: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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Phone: (262) 389-9200

Website: [www.csssurveys.com](http://www.csssurveys.com)

Email: [survey@csssurveys.com](mailto: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 XXX day of MONTH, 2015  
Sheet 4 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.

## 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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Email: [survey@csssurveys.com](mailto: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:** May 19, 2015

**Item No.:** 9

**Recommendation:** That the Common Council adopt Ordinance 2765 amending Section 4 of Ordinance 2743 relating to the salary for the position of City Attorney, effective July 1, 2015.

**Background:** Larry Haskin has served as the City Attorney for the past 30 years since May 1, 1985. Mr. Haskin has submitted his retirement notice effective June 30, 2015. On May 5, 2015, the Common Council confirmed the Mayor's appointment of Melissa Karls as City Attorney effective July 1, 2015. Mr. Haskin's current wage is \$101,553. After discussion with the current City Attorney of Ms. Karl's experience and review of comparable positions, Ms. Karls' wage is to be set at \$84,600 effective July 1, 2015.

**Fiscal Impact:** None at this time.

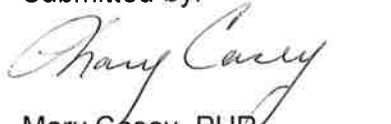
Fiscal Review by:

  
Bridget M. Souffrant, CMTW  
Finance Director/Comptroller

Prepared and Submitted by:

  
Gerald R. Peterson, ICMA-CM  
City Administrator

Submitted by:

  
Mary Casey, PHR  
Human Resources Manager

ORDINANCE NO.2765

BY: \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 4 OF ORDINANCE NO. 2743 AND FIXING THE SALARY RANGES, SALARY, WAGES AND ALLOWANCES FOR NON-UNION, GENERAL, MANAGEMENT PERSONNEL AND OTHER CITY OFFICES AND POSITIONS FOR THE YEAR 2015 ESTABLISHING ANNUAL SALARY FOR THE POSITION OF CITY OF ATTORNEY EFFECTIVE JULY 1, 2015.

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

SECTION 1: Ordinance No. 2743 is hereby amended as follows:

Position Title	Salary as of 7/1/2015	Bi-weekly Rate	Starting Salary	Top Salary
City Attorney	\$84,600	\$3,254	N/A	N/A

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

SECTION 3: This ordinance shall take effect and be in full force and effect from and after its passage and publication and shall apply as of July 1, 2015.

Introduced this 19<sup>th</sup> day of May, 2015.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
President, Common Council

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Vote: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

# City of Oak Creek Common Council Report

Meeting Date: 5/19/15

Item No.: 10

**Recommendation:** That the Common Council authorize the publication and write-off of the attached list of 2013 delinquent personal property tax per City policy.

**Background:** A policy has been established by resolution no. 11424-110513 for the handling of delinquent personal property taxes. As part of this policy, the delinquent amount due for all taxing districts, including interest and penalty, is published in the City's official newspaper. Additionally, to provide an accurate reflection of the City's financial position as recommended by the City's auditors, at this same time the City's share of delinquent tax from the preceding year is written-off the City's books. The remaining delinquent tax has been proportionately charged back to all the other taxing districts.

This year, rather than including an amount for the current year in the publication, any account that has more than one year of delinquencies, whether prior or current, will be indicated as "MULTIPLE YEARS" in the publication.

Attached is a list of 2013 delinquent personal property tax (\$16,525.08) to be approved for publication in the City's official newspaper. The list also indicates the City's principal portion (\$5,252.52) of those delinquent accounts for which the likelihood of collection appears remote, to be approved for removal from the City's general account. However, collection efforts will continue on these accounts through the City's collection agency.

**Fiscal Impact:** Improve the accuracy of the City's financial position and enhance budgeting procedures by the timely and efficient collection of monies due to the City.

Prepared by:



Barbara Guckenberger, CMTW  
City Treasurer

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM  
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant  
Finance Director / Comptroller

CITY OF OAK CREEK  
 WRITE-OFF AND PUBLICATION

2013 DELINQUENT PERSONAL PROPERTY

PERSONAL PROPERTY NAME AND ADDRESS	City Portion of Principal Only WRITE-OFF AMOUNT	Total Due for May		MULTIPLE YEARS
		Including Interest & Penalty AMOUNT	PUBLISH	
Physical Therapy & Rehab Specialists 2333 W Ryan Rd	\$ 141.14	\$ 618.94	X	
Prodigy Salons LLC 8880 S Howell Ave Ste 1100	\$ 179.48	\$ 787.00	Bankruptcy	X
Psychic Readings By Lisa 315 W Rawson Ave	\$ 8.29	\$ 36.40	X	
RDM Municipal Supply & Service 2650 E Ryan Rd	\$ 40.84	\$ 50.64	X	
S&P Manufacturing 3910 E Puetz Rd	\$ 17.52	\$ 21.72	X	
Samuel Spencer DBA The Working Man Roofing & Siding Inc 9075 S Chicago Ct	\$ 31.62	\$ 39.21	X	X
Sportcuts 8621 S Howell Ave	\$ 801.19	\$ 993.48	X	X
Tri Star Recycling Inc 6524 S 13th St	\$ 62.14	\$ 77.05		
Two-Hundred Ryan LLC 200 E Ryan Rd	\$ 31.95	\$ 140.03	Bankruptcy	X
Viper Transport Inc 190 W Marquette Ave	\$ 12.15	\$ 53.22	Bankruptcy	
Wisconsin Real Estate LLC 9502 S Howell Ave	\$ 2,079.71	\$ 9,119.17	X	X
<b>DELINQUENT TOTAL</b>	<b>\$ 5,252.52</b>	<b>\$ 17,879.93</b>		
Bankruptcies/Receiverships/Corrections Less than \$10		<b>\$ 1,349.94</b>		
		<b>\$ 4.91</b>		
<b>DELINQUENT PUBLICATION TOTAL</b>		<b>\$ 16,525.08</b>		

CITY OF OAK CREEK  
WRITE-OFF AND PUBLICATION

2013 DELINQUENT PERSONAL PROPERTY

PERSONAL PROPERTY NAME AND ADDRESS	City Portion of Principal Only WRITE-OFF AMOUNT	Total Due for May		MULTIPLE YEARS
		Including Interest & Penalty AMOUNT	PUBLISH	
Adil Abazi DBA Jeff's Restaurant & Bar 1000 E Rawson Ave	\$ 51.08	\$ 224.04	X	
Aloha Tan & Spa LLC 930 E Rawson Ave	\$ 24.91	\$ 109.23	X	
Atmosphere Construction LLC 7425 S Chapel Dr	\$ 29.35	\$ 36.40	X	
Auto Dr's LLC 7265 S 1st St	\$ 8.29	\$ 36.40	X	
B&W Heating & Cooling 9473 S Chicago Rd	\$ 54.21	\$ 67.22	X	X
Christopher Beierle DBA CB Improvements LLC 2517 W Hilltop Ln	\$ 149.07	\$ 184.85	X	X
Perry Brumm LLC 9282 S Pennsylvania Ave	\$ 294.46	\$ 1,291.14	X	X
Carwurx LLC 6900 S 27th St	\$ 336.62	\$ 1,476.00	X	X
Nate Chadwick DBA Longball Transportation Inc 3418 E Oak Ln	\$ 8.92	\$ 39.21	X	X
Colorall Auto Body Repair 8020 S 27th St Ste A	\$ 49.70	\$ 61.63	X	X
Corporate Cleaning Service LLC 3402 E Carrollton Dr	\$ 7.01	\$ 30.80	X	
Crestwood Healthcare Mgt DBA Oak Ridge House 7550 S 13th St	\$ 84.32	\$ 369.69	Bankruptcy	X
Suren Dharanikota DBA Itpromark Inc 181 W Aspen Ct, Unit 4	\$ 24.84	\$ 30.80	X	X



CITY OF OAK CREEK  
WRITE-OFF AND PUBLICATION

2013 DELINQUENT PERSONAL PROPERTY

PERSONAL PROPERTY NAME AND ADDRESS	City Portion of Principal Only WRITE-OFF AMOUNT	Total Due for May		MULTIPLE YEARS
		Including Interest & Penalty AMOUNT	PUBLISH	
Jessica Cristan Frantal DBA Mad Scientist Designs LLC 1122 W Oakwood Rd	\$ 7.01	\$ 30.80	X	X
Steve Gastrau DBA Gastrau Golf Center 1300 E Rawson Ave	\$ 183.47	\$ 227.51	X	
Jose J Hernandez DBA The Flowers Landscape Svc 2127 W Rawson Ave	\$ 24.91	\$ 109.23	X	X
Michael Janikowski DBA Bluebird Antiques 8625 S Market Pl	\$ 85.85	\$ 106.46	X	X
JWI Legal Service 7071 S 13th St Ste 107	\$ 8.29	\$ 36.40	X	
Christopher Lentz DBA American Family Insurance 7071 S 13th St Ste 106	\$ 108.42	\$ 134.44	X	
Miller Electronics Recycling 7760 S 6th St Ste 400	\$ 39.60	\$ 173.65	X	
Sheikh Nazar DBA Smiles of Oak Creek 7872 S Howell Ave	\$ 44.06	\$ 193.24	X	X
Norines on Oakwood 823 W Oakwood Rd	\$ 72.17	\$ 316.46	X	
Hubert Nowakowski DBA Depure Cleaning Company 8540 S Liberty Ln #3112	\$ 13.41	\$ 58.81	X	X
Oak Creek Roofing 6807 S Pennsylvania Ave	\$ 127.11	\$ 557.35	X	X
Oakwood Terrace Inc 1110 W Oakwood Rd	\$ 1.12	\$ 4.91	Under \$10	X
Open Mortgage 7300 S 13th St Ste 105	\$ 8.29	\$ 36.40	X	

SYSTEM:  
REPORT NAME:  
REPORT #:  
RUN DATE:  
RUN TIME:

TREASURER'S COLLECTIONS  
Tax Audit Report  
TAXAUDITLST  
04/20/2015  
03:35 PM

2013 For Write-off and Publication

THE OPTIONS BELOW WERE USED FOR THIS REPORT:

Property type	Personal Property
Municipalities	265 - CITY OF OAK CREEK
Limited to District	
For Tax Years	2013
Owner information to use	Name on record for each year
Interest and Penalty Date	05/01/2015
Parcels/Personal Properties to be included	Limit to Delinquent parcels/properties
Sort by	Parcel/Personal Property Number
Delinquency flags that were excluded from this report	No flags were selected to be excluded.

Computer Report showing Delinquent 2013 Personal Property Tax  
Outstanding Total with May 2015 Int + Penalty for Publication \$16,525.08  
Outstanding Total Principal portion (no Int + Penalty) \$14,419.28  
Outstanding Total City portion of principal for write offs \$5,252.52  
(no Int + Penalty)  
Outstanding Total other Taxing Jurisdictions (charged back) \$9,166.76

MILWAUKEE  
 PERSONAL PROPERTY TAX AUDIT  
 CITY OF OAK CREEK

REPORT #: TAXAUDITLST  
 RUN DATE: 04/20/2015  
 RUN TIME: 03:35 PM  
 PAGE: 2

PERSONAL PROPERTY NUMBER YEAR	OWNER NAME			----- MAY 2015 -----		----- MAY 2015 -----		TOTAL			
	GENERAL	SPEC ASMT	SPEC CHRG	DEL CHRG	OCCUP	OTH CHRG	GEN INT		SPEC INT	GEN PEN	SPEC PEN
9999003500											
2013 TAX	180.68	0.00	0.00	0.00	0.00	0.00					180.68
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	180.68	0.00	0.00	0.00	0.00	0.00	28.91	0.00	14.45	0.00	224.04
	<i>City portion \$51.08</i>										
	<i>DBA Jeff's Restaurant + Bar</i>										
	<i>Charged back \$129.60</i>										
9999017280											
2013 TAX	88.09	0.00	0.00	0.00	0.00	0.00					88.09
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	88.09	0.00	0.00	0.00	0.00	0.00	14.09	0.00	7.05	0.00	109.23
	<i>Charged back \$63.18</i>										
	<i>City portion \$24.91</i>										
9999030000											
2013 TAX	29.35	0.00	0.00	0.00	0.00	0.00					29.35
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	29.35	0.00	0.00	0.00	0.00	0.00	4.70	0.00	2.35	0.00	36.40
9999033900											
2013 TAX	29.35	0.00	0.00	0.00	0.00	0.00					29.35
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	29.35	0.00	0.00	0.00	0.00	0.00	4.70	0.00	2.35	0.00	36.40
	<i>Charged back \$21.06</i>										
	<i>City portion \$8.29</i>										
9999038200											
2013 TAX	54.21	0.00	0.00	0.00	0.00	0.00					54.21
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	54.21	0.00	0.00	0.00	0.00	0.00	8.67	0.00	4.34	0.00	67.22
9999046100											
2013 TAX	149.07	0.00	0.00	0.00	0.00	0.00					149.07
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	149.07	0.00	0.00	0.00	0.00	0.00	23.85	0.00	11.93	0.00	184.85
9999061800											
2013 TAX	1,041.24	0.00	0.00	0.00	0.00	0.00					1,041.24
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	1,041.24	0.00	0.00	0.00	0.00	0.00	166.60	0.00	83.30	0.00	1,291.14
	<i>Charged back \$746.78</i>										
	<i>City portion \$294.46</i>										
9999069650											
2013 TAX	1,190.32	0.00	0.00	0.00	0.00	0.00					1,190.32
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	1,190.32	0.00	0.00	0.00	0.00	0.00	190.45	0.00	95.23	0.00	1,476.00
	<i>Charged back \$853.70</i>										
	<i>City portion \$336.62</i>										
9999073750											
2013 TAX	31.62	0.00	0.00	0.00	0.00	0.00					31.62
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	31.62	0.00	0.00	0.00	0.00	0.00	5.06	0.00	2.53	0.00	39.21
	<i>Charged back \$22.70</i>										
	<i>City portion \$8.92</i>										

MILWAUKEE  
 PERSONAL PROPERTY TAX AUDIT  
 CITY OF OAK CREEK

REPORT #: TAXAUDITLST  
 RUN DATE: 04/20/2015  
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 PAGE: 3

PERSONAL PROPERTY NUMBER YEAR	OWNER NAME			----- MAY 2015 -----		----- MAY 2015 -----		TOTAL		
	GENERAL	SPEC ASMT	SPEC CHRG	DEL CHRG	OCCUP	OTH CHRG	GEN INT		SPEC INT	GEN PEN
9999087100	COLORALL AUTO BODY REPAIR									
2013 TAX	49.70	0.00	0.00	0.00	0.00	0.00				
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	49.70	0.00	0.00	0.00	0.00	0.00	7.95	0.00	3.98	0.00
9999094700	CORPORATE CLEANING SERVICE LLC									
2013 TAX	24.84	0.00	0.00	0.00	0.00	0.00				
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	24.84	0.00	0.00	0.00	0.00	0.00	3.97	0.00	1.99	0.00
<i>Charged back \$17.83</i>										
<i>City portion \$7.01</i>										
9999097720	CRESTWOOD HEALTHCARE MGT, ET AL									
2013 TAX	298.14	0.00	0.00	0.00	0.00	0.00				
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	298.14	0.00	0.00	0.00	0.00	0.00	47.70	0.00	23.85	0.00
<i>Charged back \$213.82</i>										
<i>Bankruptcy</i>										
<i>City portion \$84.32</i>										
9999103600	SUREN DHARANIKOTA, ET AL									
2013 TAX	24.84	0.00	0.00	0.00	0.00	0.00				
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	24.84	0.00	0.00	0.00	0.00	0.00	3.97	0.00	1.99	0.00
9999148000	JESSICA CRISTAN FRANTAL, ET AL									
2013 TAX	24.84	0.00	0.00	0.00	0.00	0.00				
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	24.84	0.00	0.00	0.00	0.00	0.00	3.97	0.00	1.99	0.00
<i>Charged back \$17.83</i>										
<i>City portion \$7.01</i>										
9999153115	STEVE GASTRAU, ET AL									
2013 TAX	2,744.28	0.00	0.00	0.00	0.00	0.00				
PAID	2,560.81	0.00	0.00	0.00	0.00	0.00	163.18	0.00	81.59	0.00
DUE	183.47	0.00	0.00	0.00	0.00	0.00	29.36	0.00	14.68	0.00
9999181100	JOSE J HERNANDEZ, ET AL									
2013 TAX	88.09	0.00	0.00	0.00	0.00	0.00				
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	88.09	0.00	0.00	0.00	0.00	0.00	14.09	0.00	7.05	0.00
<i>Charged back \$63.18</i>										
<i>City portion \$24.91</i>										
9999205283	MICHAEL JANIKOWSKI, ET AL									
2013 TAX	85.85	0.00	0.00	0.00	0.00	0.00				
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	85.85	0.00	0.00	0.00	0.00	0.00	13.74	0.00	6.87	0.00
9999209850	JWI LEGAL SERVICE									
2013 TAX	29.35	0.00	0.00	0.00	0.00	0.00				
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	29.35	0.00	0.00	0.00	0.00	0.00	4.70	0.00	2.35	0.00
<i>Charged back \$21.06</i>										
<i>City portion \$8.29</i>										

MILWAUKEE  
 PERSONAL PROPERTY TAX AUDIT  
 CITY OF OAK CREEK

REPORT #: TAXAUDITLST  
 RUN DATE: 04/20/2015  
 RUN TIME: 03:35 PM  
 PAGE: 4

PERSONAL PROPERTY NUMBER YEAR	GENERAL		SPEX ASMT		SPEX CHRG		DEL CHRG		OCCUP		----- MAY 2015 -----		----- MAY 2015 -----		TOTAL
	GEN INT	SPEC INT	GEN PEN	SPEC PEN	OTH CHRG	GEN INT	SPEC INT	GEN PEN	SPEC PEN						
9999238700	CHRISTOPHER LENTZ, ET AL														
2013 TAX	108.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.42
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	108.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.35	0.00	8.67	0.00	0.00	134.44
9999265100	MILLER ELECTRONICS RECYCLING														
2013 TAX	140.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	140.04
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	140.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.41	0.00	11.20	0.00	0.00	173.65
	<i>Charged back \$100.44</i>														
	<i>City portion \$39.60</i>														
9999282200	SHEIKH NAZAR, ET AL														
2013 TAX	155.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	155.84
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	155.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.93	0.00	12.47	0.00	0.00	193.24
	<i>Charged back \$111.78</i>														
	<i>City portion \$44.06</i>														
9999284200	NORINES ON OAKWOOD														
2013 TAX	255.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	255.21
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	255.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.83	0.00	20.42	0.00	0.00	316.46
	<i>Charged back \$183.64</i>														
	<i>City portion \$72.17</i>														
9999284900	HUBERT NOWAKOWSKI, ET AL														
2013 TAX	47.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47.43
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	47.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.59	0.00	3.79	0.00	0.00	58.81
	<i>Charged back \$34.02</i>														
	<i>City portion \$13.41</i>														
9999307000	OAK CREEK ROOFING														
2013 TAX	449.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	449.47
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	449.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71.92	0.00	35.96	0.00	0.00	557.35
	<i>Charged back \$322.36</i>														
	<i>City portion \$127.11</i>														
9999309200	OAKWOOD TERRACE INC														
2013 TAX	804.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	804.07
PAID	800.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.33	0.00	44.67	0.00	0.00	934.11
DUE	3.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.63	0.00	0.32	0.00	0.00	4.91
	<i>Charged back \$2.84</i>														
	<i>City portion \$1.12</i>														
9999310200	OPEN MORTGAGE														
2013 TAX	29.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.35
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	29.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.70	0.00	2.35	0.00	0.00	36.40
	<i>Charged back \$21.06</i>														
	<i>City portion \$8.29</i>														
9999323900	PHYSICAL THERAPY &, ET AL														
2013 TAX	499.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499.15
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	499.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	79.86	0.00	39.93	0.00	0.00	618.94
	<i>Charged back \$358.61</i>														
	<i>City portion \$141.14</i>														

MILWAUKEE  
 PERSONAL PROPERTY TAX AUDIT  
 CITY OF OAK CREEK

REPORT #: TAXAUDITLST  
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PERSONAL PROPERTY NUMBER YEAR	OWNER NAME			----- MAY 2015 -----		----- MAY 2015 -----		TOTAL				
	GENERAL	SPEC ASMT	SPEC CHRG	DEL CHRG	OCCUP	OTH CHRG	GEN INT		SPEC INT	GEN PEN	SPEC PEN	
9999334670												
2013 TAX	634.68	0.00	0.00	0.00	0.00	0.00						634.68
PAID	0.00	0.00	0.00	0.00	0.00	0.00						0.00
DUE	634.68	0.00	0.00	0.00	0.00	0.00	101.55	0.00	50.77	0.00		787.00
<i>Bankruptcy</i>												
<i>Charged back \$455.20</i>												
<i>City portion \$179.48</i>												
9999334775												
2013 TAX	29.35	0.00	0.00	0.00	0.00	0.00						29.35
PAID	0.00	0.00	0.00	0.00	0.00	0.00						0.00
DUE	29.35	0.00	0.00	0.00	0.00	0.00	4.70	0.00	2.35	0.00		36.40
<i>Bankruptcy</i>												
<i>Charged back \$21.06</i>												
<i>City portion \$8.29</i>												
9999345300												
2013 TAX	499.15	0.00	0.00	0.00	0.00	0.00						499.15
PAID	458.31	0.00	0.00	0.00	0.00	0.00	37.21	0.00	18.60	0.00		514.12
DUE	40.84	0.00	0.00	0.00	0.00	0.00	6.53	0.00	3.27	0.00		50.64
9999359700												
2013 TAX	627.90	0.00	0.00	0.00	0.00	0.00						627.90
PAID	610.38	0.00	0.00	0.00	0.00	0.00	30.52	0.00	15.26	0.00		656.16
DUE	17.52	0.00	0.00	0.00	0.00	0.00	2.80	0.00	1.40	0.00		21.72
9999386028												
2013 TAX	31.62	0.00	0.00	0.00	0.00	0.00						31.62
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
DUE	31.62	0.00	0.00	0.00	0.00	0.00	5.06	0.00	2.53	0.00		39.21
9999386040												
2013 TAX	901.19	0.00	0.00	0.00	0.00	0.00						901.19
PAID	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		100.00
DUE	801.19	0.00	0.00	0.00	0.00	0.00	128.19	0.00	64.10	0.00		993.48
9999416000												
2013 TAX	2,416.76	0.00	0.00	0.00	0.00	0.00						2,416.76
PAID	2,354.62	0.00	0.00	0.00	0.00	0.00	94.18	0.00	47.10	0.00		2,495.90
DUE	62.14	0.00	0.00	0.00	0.00	0.00	9.94	0.00	4.97	0.00		77.05
9999423100												
2013 TAX	112.93	0.00	0.00	0.00	0.00	0.00						112.93
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
DUE	112.93	0.00	0.00	0.00	0.00	0.00	18.07	0.00	9.03	0.00		140.03
<i>Bankruptcy</i>												
<i>Charged back \$80.98</i>												
<i>City portion \$31.95</i>												
9999438200												
2013 TAX	42.92	0.00	0.00	0.00	0.00	0.00						42.92
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
DUE	42.92	0.00	0.00	0.00	0.00	0.00	6.87	0.00	3.43	0.00		53.22
<i>Bankruptcy</i>												
<i>Charged back \$30.77</i>												
<i>City portion \$12.15</i>												



MILWAUKEE  
 PERSONAL PROPERTY TAX AUDIT  
 CITY OF OAK CREEK

REPORT #: TAXAUDITLST  
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PERSONAL PROPERTY NUMBER YEAR	GENERAL	SPEC ASMT	OWNER NAME SPEC CHRG	DEL CHRG	OCCUP	OTH CHRG	----- MAY 2015 -----		----- MAY 2015 -----		TOTAL
							GEN INT	SPEC INT	GEN PEN	SPEC PEN	
9999452500			WISCONSIN REAL ESTATE, LLC								
2013 TAX	7,354.17	0.00	0.00	0.00	0.00	0.00					7,354.17
PAID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUE	7,354.17	0.00	0.00	0.00	0.00	0.00	1,176.67	0.00	588.33	0.00	9,119.17
<i>Charged back \$5274.46</i>											
CITY OF OAK CREEK TOTALS	21,303.51	0.00	0.00	0.00	0.00	0.00	414.42	0.00	207.22	0.00	21,303.51
TAX	21,303.51										
PAID	6,884.23	0.00	0.00	0.00	0.00	0.00					7,505.87
DUE	14,419.28	0.00	0.00	0.00	0.00	0.00	2,307.08	0.00	1,153.57	0.00	17,879.93

*- 9,166.76 Total charged back*  
*5,252.52 City's principal portion*

*Bankruptcies - 1,349.94*  
*16,529.99*  
*Total to be published with May Int + Pen.*  
*Less than \$10 < 4.91 >*  
*16,525.08*

# City of Oak Creek Common Council Report

**Meeting Date:** April 6, 2015

**Item No.:** 11

**Recommendation:** That the Common Council consider a motion to purchase a Cisco VoIP Phone System from Core BTS Inc., in the amount of \$176,027.55.

## **Background:**

The City currently uses two Nextel PBX's purchased in 1999 and 2002 from AT&T. The existing equipment is no longer supported and Nextel has been sold off and is out of business.

The new City buildings are requiring the installation of a new phone system. The installation of the city fiber network and the invention of IP telephones creates an opportunity for the City to save money by purchasing a totally new phone system for all the City buildings. The calling cost reductions in being able to utilize the Internet Simple Internet Protocol (SIP) to make calls vs using PRI's and long distance should result in a savings of nearly \$1,000 per month.

The new phone system will be installed in three phases:

1. Police Department and Fire Station 1 (by July 31<sup>st</sup>)
2. Fire Station 2 & 3, DPW (by August 31<sup>st</sup>)
3. New City Hall and Library (by September 31<sup>st</sup>)

The new telephone system provided by Core BTS will consist of 328 telephones, 2 servers, installation, configuration and training. In order to save the City some additional money we will probably purchase additional spare phones, rather than sign up for the yearly support/updates for VoIP telephones saving \$5438.16 per year.

Five bids were received in response to the Cities RFP. All four telephone systems represented have provided demos of their telephone equipment and its capabilities. Each system provides similar capabilities and abilities.

The Core BTS proposal includes an \$88,000 discount from the State of Wisconsin pricing contract.

The bids were as follows:



VoIP Phone System Bids						
Item	Quantity	AT&T	CC&N	CCCP	CoreBTS	ESG
		Avaya	Avaya	Shoretel	Cisco	Mitel
VoIP servers/appliances (one in each location - new City Hall and Police Department)	2	\$50,215.68	\$61,467.27	\$73,375.00	\$12,389.00	\$27,851.00
IP Set Type 1—Basic IP Phone	8	\$1,326.92	\$944.88	\$2,040.00	\$835.12	\$1,240.00
IP Set Type 2—Mid-Level IP Phone	218	\$40,055.76	\$34,810.24	\$55,590.00	\$37,097.06	\$43,927.00
IP Set Type 2—Mid-Level IP Phone with integrated headset	20	\$8,441.17	\$7,825.20	\$8,360.00	\$4,249.40	\$10,726.00
IP Set Type 3—Large Display IP Phone	58	\$10,657.04	\$9,261.44	\$14,790.00	\$8,326.89	\$14,204.00
IP Set Type 3—Large Display IP Phone with integrated headset	6	\$5,412.94	\$2,347.56	\$2,508.00	\$1,274.82	\$3,218.00
Soft Phone Console on PC (i.e. Cisco Unified Attendant Console or MiVoice Business Console) with wireless headset	8	\$2,706.47	\$2,241.44	\$440.00	\$1,699.76	\$10,427.00
Speaker Phones for conference rooms	10	\$2,706.47	\$1,441.50	\$5,192.00	\$3,989.70	\$6,169.00
Analog phone lines/ports including paging ports	60	\$4,171.44	\$4,514.08	\$8,300.00	\$5,662.80	\$8,367.00
TDD units with all required hardware/software	2	\$1,861.20	\$390.26	\$0.00	\$	\$1,500.00
Project management, installation, configuration and training for entire system		\$39,018.60	\$20,228.11	\$30,000.00	\$88,500.00	\$61,995.00
<b>Total lump sum bid price for Turn-Key VoIP phone system, including training and first year regular/preventive maintenance</b>	<b>392</b>	<b>\$166,573.69</b>	<b>\$153,442.58</b>	<b>\$200,595.00</b>	<b>\$164,024.55</b>	<b>\$189,624.00</b>
Power user software (per user)		\$26,073.00	\$23,763.00			
TTY/TDD device					\$1,000.00	
Fax server		\$1,743.60		\$2,000.00	\$2,000.00	\$3,400.00
SIP Integration			\$3,668.00		\$3.00	
Additional training costs					\$9,000.00	
<b>Total price</b>		<b>\$194,390.29</b>	<b>\$180,873.58</b>	<b>\$202,595.00</b>	<b>\$176,027.55</b>	<b>\$193,024.00</b>
4 additional years of support/updates for VoIP servers/phones		\$15,172.80	\$22,272.00	\$23,200.00	\$41,428.36	\$35,688.00
<b>Total price with 5 years of support/updates</b>		<b>\$209,563.09</b>	<b>\$203,145.58</b>	<b>\$225,795.00</b>	<b>\$217,455.91</b>	<b>\$228,712.00</b>
Optional cost for years 2-5 Bid for 24x7 Remote System Monitoring and System Diagnostics		\$1,000.00	\$0.00		\$21,200.00	\$9,120.00
Optional cost for years 2-5 for vendor maintenance		\$11,597.92	\$21,177.65	\$23,995.00	\$25,601.00	\$28,744.00
Yearly support/updates for VoIP servers		\$3,793.20	\$0.00	\$5,800.00	\$4,918.93	\$5,637.00
Yearly support/updates for VoIP telephones		\$0.00	\$5,568.00	\$0.00	\$5,438.16	\$3,285.00
Up-Front payment required when placing order		\$0.00	\$1,520.00	\$100,297.50	\$0.00	\$47,406.00

**Fiscal Impact:** Funding for the project was included in the CIP - VoIP Phone System (Project No. 15004 at \$200,000).

Prepared by:



Caesar Geiger  
Information Technology Director

Approved By:

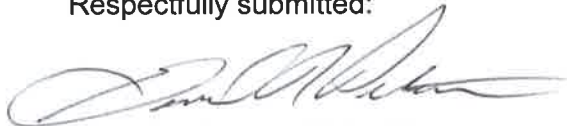
Richard Kulka  
Facilities Manager

Fiscal review by:



Bridget M. Souffrant  
CMTW Finance Director / Comptroller

Respectfully submitted:



Gerald Peterson, ICMA-CM  
City Administrator

# City of Oak Creek Common Council Report

**Meeting Date:** May 19, 2015

**Item No.:** 12

**Recommendation:** That the Common Council consider a motion to purchase Cisco wireless access points and wireless access controller from Core BTS, Inc., in the amount of \$38,147.20 for the new City Hall and Library.

**Background:**

The City currently uses Cisco wireless access points in all of its' current buildings. During the design of the new buildings the necessary data drops were planned by the Information Technology Department and will be installed by CCI's subcontractor. In the new City Hall and Library there will be three different SSID's (wireless networks). One for City staff, the second for Library staff and the third for the public to connect to. The next step was to hire a vendor to provide a site review of the design, provide the equipment, installation and site survey.

ESG, CEC and Core BTS were asked to provide bids for the site survey, equipment and installation of the wireless access points/controllers for the new City Hall and Library wireless project. The 3 firms submitted a bid for the project. The bids were as follows:

<b>City Hall/Library Wireless Project</b>									
<b>Vendor</b>	<b>Wireless Manufacturer</b>	<b>Wireless Controller</b>	<b>25 Wireless Access Points</b>	<b>Wireless CAL's</b>	<b>Miscellaneous</b>	<b>Equipment Sub-Total</b>	<b>Site Survey &amp; Installation</b>	<b>Annual Yearly Support</b>	<b>Total Install Cost</b>
ESG	Rukus	\$3,750.00	\$12,421.88		\$875.00	\$17,046.88	\$8,580.00	\$966.00	\$26,592.88
Core BTS	Cisco	\$16,623.25	\$11,800.00	\$7,372.05	-\$8,800.00	\$26,995.30	\$6,975.00	\$4,176.90	\$38,147.20
CEC	Meru	\$13,384.56	\$24,087.00	\$2,972.28	\$450.00	\$40,893.84	\$19,234.50	\$2,478.96	\$62,607.30

Core BTS (vendor that currently has the Cisco Wisconsin state contract) was selected as the most compatible vendor with the lowest price.

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

1. The Rukus equipment did not meet the criteria specified for the project due to the lack of a physical wireless controller. They provide a cloud solution to manage their wireless access points which will not allow for the IT department to control/provide the necessary SSID's for both City staff and Library patrons internally with VPN's and separate network traffic.
2. The Cisco wireless controller will integrate with our existing controller and provide a redundant controller for failures, data interruptions etc.
3. Multi-vendor/consultant ability and familiarity to install, troubleshoot and program equipment.
4. The Cisco wireless access points and controller will more tightly integrate with the Cisco switches and routers the City currently has.
5. The Core BTS Cisco bid is the State of Wisconsin contract bid price with an additional discount of \$8,800.00.

**Fiscal Impact:** Funding for the project was included in the CIP - Library/City Hall/Civic Center (Project No. 13040).

Prepared by:



Caesar Geiger  
Information Technology Director

Respectfully submitted:



Gerald Peterson, ICMA-CM  
City Administrator

Fiscal review by:



Bridget M. Souffrant  
CMTW Finance Director / Comptroller

# City of Oak Creek Common Council Report

**Meeting Date:** May 19, 2015

**Item No.:** 13

**Recommendation:** That the Common Council authorize the Finance Director/Comptroller to enter into contracts with Point & Pay for acceptance of credit cards subject to technical revisions by the City Treasurer and City Attorney's office.

**Background:** In an effort to enhance the services provided by the City, a group of City staff consisting of the IT Director, City Treasurer, Deputy City Treasurer, Municipal Court Clerk, and Finance Director/Comptroller began a process of demonstrations and research regarding the City accepting credit cards as a form of payment. Currently, Recreation, Municipal Court, and the Treasurer's office have a varied level of credit card acceptance with different vendors.

The review group received demonstrations from three vendors, GovTech Service, Point & Pay, and Paymentus reviewing their services, fees, and potential for future efficiencies. After review and consideration Staff decided that Point & Pay would meet the City's needs. In addition to offering this choice to our residents for all payments the City will also gain efficiencies because Point & Pay has a feature that will integrate directly with BS&A eliminating the need to enter the over the phone and online credit card payments.

The fee structure is somewhat complicated because we are trying to meet the needs of the City while not affecting the way some of our business is currently conducted. Currently, the Municipal Court absorbs the cost of the credit card payments and will continue to do so with the new vendor, unless they reach budgetary restraints. Currently, Recreation absorbs the fee on their charges because their dollar amounts are so small. If Recreation chooses to switch vendors, they will continue to absorb the fee. Currently, the Treasurer's office accepts credit card payments for taxes only and has the resident pay the service charge to the credit card company and this will remain. Point & Pay will charge 2.39% for tax payments and 2.75% for all other payments with a \$2.00 minimum charge.

At this time, we do not have the capability to accept credit card payments at any of our service counters at City Hall (except recreation). With Point & Pay we will be able to accept credit card payments at the front counter, over the credit card processing phone line, and online for any service, and the resident will pay the service charge to the credit card company.

Due to the phone system upgrades and needing to change solutions, implementation of this service will begin with the Municipal Court and Recreation Department (should they choose). The next step would be working with all other payments, excluding taxes and then taxes will be rolled out after September.

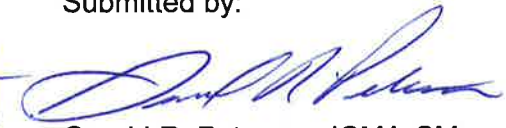
**Fiscal Impact:** The fees being absorbed by the Municipal Court and Recreation will be monitored and compared to ensure that we are not absorbing more than we have historically. The remainder of the payments will not be of cost to the City, but rather will allow Staff to recognize time efficiencies. We need to purchase an estimated 12 encrypted swipe devices for \$75 each. This will be paid out of the software project 14016.

Prepared by/Fiscal Review by:

Submitted by:



Bridget M. Souffrant, CMTW  
Finance Director/Comptroller



Gerald R. Peterson, ICMA-CM  
City Administrator

**POINT & PAY, LLC**  
**E-PAYMENT SERVICES AGREEMENT**

**Parties:**

Point & Pay, LLC ("PNP")  
A subsidiary of NAB, doing business in Delaware

[City of Oak Creek, WI]("Client")

**Terms**

**SECTION 1 E-PAYMENT SERVICES**

**1.1 Access to Payment Modules**

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached product application ("Product Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

**1.2 Client Representatives**

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

**1.3 Payment Device Transactions**

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

**1.4 Service Promotion**

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

**1.5 Trademark License**

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

**1.6 Client Logo License**

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

## SECTION 2 COMPENSATION

### 2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Product Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

### 2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Product Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

### 2.3 Charge-backs and Returns

Unless otherwise specified in the Product Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Product Application.

### 2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

## SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

### 3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

### 3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

### 3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

### **3.4 Confidential Information**

**3.4.1** Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

**3.4.2** For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

### **3.5 Exclusions**

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

### **3.6 Failure to Comply**

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

### **3.7 Survival**

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

## **SECTION 4 WARRANTIES; DISCLAIMER**

### **4.1 Warranties**

**4.1.1** Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

**4.1.2** PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

### **4.2 Disclaimers**

**4.2.1** PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

**4.2.2** EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.



**SECTION 5                    LIMITATIONS OF LIABILITY AND OBLIGATION**

**5.1            Damages and Liability Limit**

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**5.2            Refusals of Payment**

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

**5.3            Errors and Omissions**

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

**5.4            Bank Actions**

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

**SECTION 6                    CARDHOLDER DATA SECURITY**

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

**SECTION 7                    EXCLUSIVITY**

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

**SECTION 8                    TERM AND TERMINATION**

**8.1            Term**

The initial term of this Agreement will commence on the Effective Date and will end on the third (3<sup>rd</sup>) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

**8.2            In the Event of Breach; Effect on Affiliates**

**8.2.1** Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

**8.2.2** Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

**8.3            Modification to or Discontinuation of the Service**

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

**SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS**

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

**SECTION 10 FORCE MAJEURE**

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

**SECTION 11 GOVERNING LAW**

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Wisconsin without reference to its conflicts of law principles.

**SECTION 12 NOTICES**

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

- If to Client: See Merchant Application
- If to PNP: Point & Pay, LLC  
110 State St. E, Suite D  
Oldsmar, FL 34677

**MISCELLANEOUS**

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it is the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

**Point & Pay, LLC**

[City of Oak Creek , WI]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **Services Description**

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

#### **Service Modules**

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

#### **Customer Payment Devices**

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

#### **Training**

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

#### **Support**

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

**Exhibit B**

**Client Application**

**Client Bank Banking Application**

**Product Application**

# City of Oak Creek Common Council Report

**Meeting Date:** 5/19/15

**Item No.:** 14

**Recommendation:** That the Council designate the Milwaukee Journal Sentinel (Oak Creek NOW) to serve as the official City newspaper for the next 12 months.

**Background:** As a third class city, one of the state requirements we have is an annual bid process for an official City newspaper. An official notice was published on April 2, 2015, inviting bids to be publicly opened at noon on May 12, 2015.

No bids were received by the deadline.

On May 13, 2015, we received a bid from the Milwaukee Journal Sentinel (Oak Creek NOW). Proposed rates are as follows and is a decrease from the 2014 rates (which are shown in parenthesis).

	<u>1<sup>st</sup> insertion per line</u>		<u>2<sup>nd</sup> insertion per line</u>	
Council Proceedings	\$0.61	(\$0.65)	\$0.50	(\$0.53)
Legal Notices	\$0.61	(\$0.65)	\$0.50	(\$0.53)
	<u>1<sup>st</sup> Insertion per column inch</u>		<u>2<sup>nd</sup> Insertion per column inch</u>	
Display ads, sample ballots and other matter set in display format	\$5.20	(\$6.50)	\$4.77	(\$5.30)
Affidavit	\$1.00			

Per State Statute 985.06(1), if no effective bids are received, the Council may direct the clerk to readvertise as before, however, in researching this item, I have determined that since 1991, the City has received only one (1) bid each year for the official City newspaper and it has been from the Milwaukee Journal Sentinel (Oak Creek NOW / Community Newspapers).

**Fiscal Impact:** Funds to cover the cost of official notices for 2015 have been budgeted in the General Government-Legal Notices Account.

Prepared by:

Respectfully submitted,




Christa J. Miller, WCMC  
Deputy City Clerk



Gerald Peterson, ICMA-CM  
City Administrator

Fiscal Review by:

A handwritten signature in blue ink, appearing to read "Bridget M. Souffrant". The signature is fluid and cursive, with a large initial "B" and "S".

Bridget M. Souffrant, CMTW  
Finance Director / Comptroller

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MILWAUKEE · WISCONSIN  
**JOURNAL SENTINEL**

May 13, 2015

The following is The Milwaukee Journal Sentinel's bid for publishing Oak Creek legal notices and council proceedings for the coming year in CNI Community Newspapers (Oak Creek NOW). \* All legal notices may be posted online under Public Notices in the Classified Section . The bid is made in accordance with Section 985 of the Wisconsin State Statutes. The Community Newspapers have a loyal following and a broad reach in their individual communities. They are sought out as the trusted source of news and information every week.

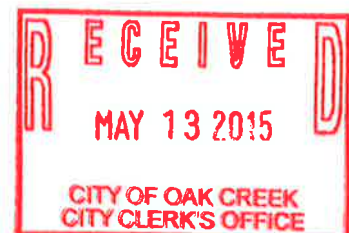
	1 <sup>st</sup> insertion <u>per line</u>	2 <sup>nd</sup> insertion <u>per line</u>
a) For council proceedings:	\$0.61	\$0.50
b) For the city's legal notices:	\$0.61	\$0.50
	1 <sup>st</sup> insertion <u>per column inch</u>	2 <sup>nd</sup> insertion <u>per column inch</u>
c) For display ads, sample ballots, and other matter set in a display format:	\$5.20	\$4.77
	<u>per affidavit</u>	
d) For affidavit:	\$1.00	

These rates are below the rates currently allowed by Wisconsin State Statutes.

\* There is an additional fee for online postings

Sincerely,

Hugh McGarry  
General Manager  
Journal Community Publishing Group



# City of Oak Creek Common Council Report

Meeting Date: May 19, 2015

Item No.: 15

**Recommendation:** That the Common Council approves payment of the obligations as listed on the May 14, 2015 Check Disbursement Report.

**Background:** Of note are the following payments:


1. \$89,064.40 to Advanced Disposal-Muskego (pg #3) for recycling
2. \$35,700 to Brasco International, Inc. (pg #4) for bus shelters at Drexel Town Square
3. \$13,613.50 to Buelow Vetter Buikema Olson (pg #5) for legal services.
4. \$38,084.00 to Chamberlin Group, LLC (pg #5) for Owners Representative services
5. \$23,811.90 to Core BTS, Inc. (pgs #5-6) for Fiber Optic project.
6. \$1,510,963.78 to Corporate Contractors Inc. (pg #6) for City Hall, Library, and Fire Station construction services
7. \$24,749.00 to Embury, Ltd (pg #6) for City Hall and Library furniture
8. \$32,566.00 to Ewald Chevrolet Buick LLC (pg #6) for replacement battalion chief vehicle
9. \$40,065.43 to JPMorgan Chase Bank (pgs #1-3) 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.
10. \$40,753.50 to Library Furniture International (pg #9) for furniture at the new Library
11. \$51,403.00 to Locution Systems Inc (pg #9) for Fire Department alerting system
12. \$5,479.80 to Milwaukee County House of Correction (pg #9) for prisoner fees
13. \$6,937.09 to Minnesota Life Insurance Co. (pg #10) for employee life insurance.
14. \$5,370.00 to Ring & Duchateau (pg #11) for Commissioning at the City Hall, Library, and Fire Station.
15. \$12,423.05 to R.A. Smith National (pg #12) for Drexel & 20<sup>th</sup> street, project 15023
16. \$11,200.00 to Tyler Technologies, Inc. (pg #13) for Assessing services.
17. \$6,895.89 to WE Energies (pg #13) for street lighting, electricity and Natural Gas.

**Fiscal Impact:** Total claims paid of \$2,036,709.32

Prepared by/Fiscal Review by:

  
Bridget M. Souffrant, CMTW  
Finance Director/Comptroller

Respectfully submitted,

  
Gerald R. Peterson, ICMA-CM  
City Administrator



# City of Oak Creek Common Council Report

**Meeting Date:** May 19, 2015

**Item No.:** 16

**Recommendation:** Concur with the Personnel Committee recommendation to increase from 4 to 5 the number of full time Laborer/Driver positions authorized in the Streets, Parks & Forestry Department.

**Background:** Currently, the Streets, Parks & Forestry Department operates with four full time Laborer/Driver positions and 18 full time Equipment Operator positions in addition to having a 2015 budget of \$202,800 for part time help. Council members have indicated an ongoing desire to improve roadway median maintenance and appearance consistent with City brand improvement efforts for landscaped medians on 27<sup>th</sup> Street, Howell Avenue, Drexel Avenue, and Ryan Road where most of the City's traffic and businesses are located. Except for Drexel Avenue, these are State roads maintained under agreement by Milwaukee County including the median grass maintenance.

Staff has recommended creation of one (1) new full time Laborer/Driver responsible for an improved level of maintenance for these roadway medians along with additional landscape responsibilities for the new City Hall/Library building, Fire Station #1, and portions of the Drexel Town Square project. Existing full time and part time staff would assist in this work. The requested position will be paid for within the existing departmental budget this year and as needed in future years with allocated departmental funds. At a Personnel Committee meeting, questions were raised about additional funding that may be available from DOT roadway maintenance funds or from the Drexel Town Square development to assist in these maintenance and beautification efforts.

Attached is correspondence the City Administrator sent to the DOT representative responsible for supervising State roadway maintenance in this region. As of this writing, we have not received a response but we expect their response to be consistent with what we have heard from them in the past which is, "Should the City care to increase median maintenance efforts, it may do so, however, no additional funding will be provided for these efforts and the City will need to follow all DOT permit and procedures as it accomplishes the work".

Also attached is a history of funding the City has received from the Drexel Town Square development as part of our finance development agreement. You will note \$100,000 is provided annually to assist City efforts in connection with TID 11 increased City costs up to an aggregate of \$1.5 million.

**Fiscal Impact:** Approval of this full time position will be done within existing and future budgets approved for the Streets, Parks and Forestry Department.

Fiscal Review by:



Bridget M. Souffrant, CMTW  
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM  
City Administrator

Reviewed by:



Ted Johnson  
Director of Streets, Parks & Forestry

## Gerald Peterson

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**From:** Forseth, James - DOT <James.Forseth@dot.wi.gov>  
**Sent:** Friday, May 08, 2015 2:33 PM  
**To:** Gerald Peterson  
**Cc:** Mike Simmons; Ted Johnson; Barth, Tony - DOT; Hughes, James - DOT; Nguyen, David Q - DOT  
**Subject:** RE: State owned medians in the City of Oak Creek  
**Attachments:** Urban Mowing 07-05-40.pdf

Good Morning,

Sorry it took so long in getting back to you on the subject. For your information I have attached our urban mowing policy which outlines how we conduct urban mowing operations statewide.

As you know we contract with the counties to perform our winter maintenance and in return, we try to have meaningful work to keep those folks (if possible) employed year around. This way we retain the winter maintenance expertise for the state system. We also need to keep a well trained work force and people familiar working on or just off the State highway system. Unless we had a county that simply said they could NOT perform the work we need done.

Given our limited financial resources it is unlikely that state highway urban mowing will be contracted to any other than to the counties.

Because not all communities are satisfied with the frequency or cut that is employed by each county under the state mowing policy, we will continue to allow a community to address their mowing needs by permit at their cost.

If for some reason a county wanted to contract with the locals for the mowing, we could allow that providing the locals understand and adhere to our mowing policy, safety requirements etc . Understand that, the county's Routine Maintenance Agreement (RMA) is fixed and the county would not get any additional state funds to assist them in paying for mowing.

Thank you for your inquiry and if you have further questions, please feel free to call me.

Sincerely,

James Forseth, PE  
414-750-1501 (cell)

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**From:** Gerald Peterson [<mailto:gpeterson@oakcreekwi.org>]  
**Sent:** Wednesday, April 29, 2015 11:56 AM  
**To:** Forseth, James - DOT  
**Cc:** Mike Simmons; Ted Johnson; Barth, Tony - DOT  
**Subject:** State owned medians in the City of Oak Creek

James,

I received your contact information from Tony Barth. City of Oak Creek staff meet quarterly with DOT staff to review and discuss issues and projects of mutual interest. The City has long maintained the level of grass cutting and lawn care (fertilizer, weed control, trimming, and beautification) on State owned medians within the City is inadequate to meet

the expectations of our residents and elected officials. We understand the State contracts with Milwaukee County to perform some limited cutting services and other roadway maintenance functions under contract with the County. I would like to know if it would be possible/permissible, with or without County concurrence, for DOT to contract directly with the City of Oak Creek for median grass cutting and lawn care within the municipal boundaries of the City? Alternatively, could/would DOT consider contracting with the City of Oak Creek for services above and beyond those provided by the County? If yes, would the City be provided some funding for this additional work or could this only be done at City cost? It would be helpful if you could provide me with a copy of your current agreement with the County and whether or not the type of agreement exists elsewhere within the Region or the State. If you would like to discuss prior to responding, please feel free to call me directly at 414 768-6504.

Gerald Peterson

Gerald R. Peterson, City Administrator  
City of Oak Creek  
8640 S. Howell Avenue  
Oak Creek, WI 53154  
O (414) 768-6504  
C (414) 758-9958

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**City of Oak Creek  
Administrative Costs  
Per Finance Development Agreement  
TID #11  
Not to Exceed \$100,000 Annually  
Not to Exceed \$1,500,000 over the Lifetime**

**2013**

City Staff costs, 2013	\$90,805.00
Legal, Godfrey & Kahn	\$123,309.65
Idle Industrial Sites Grant, Graef	\$11,165.85
Brownfield Site Grant, Graef	\$6,723.99
SAG Grant, Graef	\$1,332.22

**2014**

Legal, Godfrey & Kahn	\$101,760.50
TEA grant investigation, Graef	\$1,430.00
Idle Industrial Sites Grant, Graef	\$10,000.00
Brownfield Site Grant, Graef	\$3,729.61
SAG Grant, Graef	\$560.39
City Staff costs, 2014	\$90,805.00

**2015**

City Staff costs, 2015	\$100,000.00
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**Total request for reimbursement through the bond proceeds: \$300,000.00**

# Mowing/Trimming Report

Name of Park / Facility	Acres	Mowing Time	Trim Time	Travel Time	Total Time
Abendschein Community Park*	40.00	20.00	8.00	1.00	29.00
Camelot Park*	7.21	4.00	2.00	0.50	6.50
Carollton School/Park*	8.95	2.50	1.00	0.50	4.00
Cedar Hills School	2.88	2.50	0.00	0.50	3.00
Chapel Hills Park*	15.91	6.50	2.00	0.50	9.00
City Hall Complex	3.69	4.00	1.50	0.25	5.75
Deerfield School	4.90	2.00	0.00	0.75	2.75
East Middle School/Park*	13.88	4.00	0.50	0.50	5.00
Evangelical Cemetery	0.06	0.50	0.50	0.50	1.50
Fire Staion #2	0.93	1.00	0.00	0.75	1.75
Fire Station #3	0.51	0.75	0.00	0.50	1.25
Greenlawn Park*	4.60	3.00	0.50	0.50	4.00
Haas Park	6.45	4.00	1.00	0.75	5.75
High School*/Edgewood School	14.93	2.50	0.00	0.50	3.00
Historical Society	0.75	1.00	0.25	0.50	1.75
Johnstone Park*	8.50	4.00	0.50	0.50	5.00
Kickers Creek Park*	11.21	5.00	1.00	0.50	6.50
Lower Legion Park	1.74	1.00	0.25	0.25	1.50
Manor Marquette Park*	7.74	4.00	1.50	0.50	6.00
Meadowview School/Park*	12.76	3.75	1.00	0.50	5.25
Miller Park	7.13	6.00	3.00	0.25	9.25
Oak Creek Memorial Cemetery	0.31	0.25	0.50	0.25	1.00
Oak Leaf Park*	9.50	5.00	1.50	0.25	6.75
Otjen Park	2.55	3.00	1.00	0.50	4.50
Police Department	7.28	8.00	0.00	0.50	8.50
Riverton Meadows Park*	7.24	4.00	1.50	0.50	6.00
Shepard Hills School/Park	7.79	3.00	0.50	0.50	4.00
South Hills Park*	9.94	5.50	1.50	0.50	7.50
St. Johns School	2.50	2.00	0.50	0.50	3.00
Veterans Park	1.23	1.00	0.50	0.50	2.00
West Middle School/Park*	11.39	3.00	0.00	0.50	3.50
Willow Heights Park*	6.51	4.00	1.50	0.50	6.00
<b>Subtotals</b>	<b>240.97</b>	<b>120.75</b>	<b>33.50</b>	<b>16.00</b>	<b>170.25</b>

# Mowing/Trimming Report

Terrace and Median areas	Acres	Mowing Time	Trim Time	Travel Time	Total Time
20 th. Street	0.41	1.00	0.50	0.50	2.00
Barbara court	0.12	0.25	0.25	0.50	1.00
Chicago Road Frontage	1.52	1.00	0.50	0.50	2.00
Deer Ridge Pass	0.07	0.25	0.25	0.25	0.75
Drexel Avenue	7.00	10.00	8.00	0.50	18.50
Howell Avenue	11.15	16.00	12.00	0.50	28.50
Juniper Courts (3)	0.28	0.75	0.50	0.50	1.75
Lindenwood Court	0.02	0.25	0.25	0.50	1.00
OCHS Terrace	1.49	2.00	1.00	0.25	3.25
Patricia Blvd.	0.28	0.50	0.50	0.50	1.50
Pennsylvania Terrace	1.00	1.50	1.00	0.50	3.00
Puetz Road	3.05	4.00	2.00	0.25	6.25
Ryan Road	2.35	2.00	1.00	0.50	3.50
Shepard Avenue	0.23	0.50	0.25	0.75	1.50
Southbranch Blvds.	0.47	2.00	0.50	0.50	3.00
<b>Subtotals</b>	<b>29.44</b>	<b>42.00</b>	<b>28.50</b>	<b>7.00</b>	<b>77.50</b>
<b>Total Time Mowing/Trimming</b>					<b>247.75</b>
* areas where large wing mowers ( 11 foot decks ) are used.					
<b>Things not considered;</b> preventive maintenance, oil changes, greasing the equipment, sharpening the cutting blades, fixing flat tires, loading and unloading of the mowers from trailers, and daily fuel fill ups.					
In spring and early summer cut times increase due to wet conditions and the grass being really thick.					