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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, JULY 7, 2015
AT 7:00 P.M.

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 6/16/15

Recognition

4. **Resolution:** Consider Resolution No. 11622-070715, Resolution of Gratitude to Lawrence J. Haskin for dedicated service as City Attorney (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.

5. **Conditional Use:** Consider a request submitted by Mike Airoidi, Airoidi Brothers, Craig Aimers, PC Logistics, and Joseph Campione for a conditional use permit allowing automobile and truck engine and body repair, and storage of vehicles and equipment on a portion of the property located at 7350 S. 10th St. (1st District).
6. **Ordinance:** Consider Ordinance No. 2769, approving a Conditional Use Permit allowing automobile and truck engine and body repair and storage of vehicles and equipment on a portion of the property located at 7350 S. 10th St. (2nd District).

New Business

MAYOR & COMMON COUNCIL

7. **Resolution:** Consider Resolution No. 11626-070715, authorizing payment of bills, debts, and obligations (by Committee of the Whole).
8. **Resolution:** Consider Resolution No. 11628-070715, adopting a Three-Year Financial Plan for the City of Oak Creek (by Committee of the Whole).

9. **Resolution:** Consider Resolution No. 11629-070715, approving a Storm Sewer Easement Agreement and a Right of Way Agreement by and between Barrett Visionary Development, LLC and the City of Oak Creek and an Access Agreement by and among One West Drexel, LLC ("OWD"), Emerald Row, LLC ("Emerald Row"), Barrett Visionary Development, LLC ("Barrett") and the City of Oak Creek (2nd District).
10. **Resolution:** Consider Resolution No. 11627-070715, approving a certified survey map for the property at 8001 S. 6th St. (2nd District).
11. **Motion:** Consider a motion to amend the Professional Service Agreement with SmithGroup JJR for Lake Vista Design Services, in an amount not to exceed \$170,000 (by Committee of the Whole).
12. **Motion:** Consider a motion to award the Request for Proposal of the Fire Station 1 Communication Tower Design project (by Committee of the Whole).
13. **Motion:** Consider a motion to approve the 2015 Vendor Summary Report in the amount of \$3,063,373.81 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

14. **Motion:** Consider a motion to authorize the City Administrator to enter into a renewal marketing contract with the Packers Radio Network to promote the City of Oak Creek for the 2015-16 season, in an amount not to exceed \$24,620 (by Committee of the Whole).

ENGINEERING

15. **Motion:** Consider a motion to award the Lake Vista North Bluff Soils Relocation project unit price contract to the lowest responsive, responsible bidder, RLP Diversified, at an estimated cost of \$474,450 (Project No. 14035) (4th District).
16. **Resolution:** Consider Resolution No. 11592-070715, a resolution granting to WE Energies a 15'x25' permanent electric easement at 8040 S. 6th St. (2nd District).

LICENSE COMMITTEE

The License Committee did not meet prior to the 7/7/15 meeting. Recommendations are as follows:

17. **Motion:** Consider a motion to grant an Operator's license to the following (*favorable background report received*):
 - Justin Daroszewski, 3812 S. 16th St., Milwaukee (Classic Lanes)
 - Christa Smith, 5144 Short Rd., Racine (Pick 'n Save – Ryan Rd)
 - Ashley Farina, 10211 S. Nicolson Rd., Oak Creek (Gary's Beer & Liquor)
 - April Moraza, 410 Marshall Ave., South Milwaukee (South Shore Cinema)
 - Austin Barbee, 3865 E. Stargrass Ln., Oak Creek (South Shore Cinema)
 - Matthew Haas, 1002 River Place Blvd., Waukesha (South Shore Cinema)
 - Shawn Johnson, 10538 W. Cortez Cir., Franklin (South Shore Cinema)
 - Hope Olivares, 8785 S. Oak Park Dr., Oak Creek (Bootz Saloon & Grill)
 - Natalie Czechowicz, 503 Wolff St., Racine (Bootz Saloon & Grill)
 - Matthew Schmidt, 545 E. Wells St., Milwaukee (Water Street Brewery)
 - Carly Nelson, 130 E. Susan Dr., Oak Creek (Water Street Brewery)
 - Nicholas Baumann, 8575 S. Orchard View Ln., Oak Creek (Water Street Brewery)
 - Gabriela Arteaga, 3872 E. Bluestem Dr., Oak Creek (Water Street Brewery)

- Kaley Pederson, 982 E. Stonewood Dr., Oak Creek (Water Street Brewery)
- Kelly Genke, 7935 S. Wynbrook Ct., Oak Creek (Southbound)
- Pushpinder Singh, 350 E. Drexel Ave., Oak Creek (Meijer)
- Branyeleen Areizaga-Chaparro, 8056 S. Wildwood Dr., Oak Creek (Meijer)
- James Wollesen, 1538 30th Ave., Kenosha (Meijer)
- Colin Hammond, 415 E. Vine St., Milwaukee (Meijer)
- Marisela Chavez, 2522 W. Grant St., Milwaukee (Meijer)
- Jennifer Coleman, 2330 E. Belmont Pl., Oak Creek (Meijer)
- Jesus Jimenez, 5912 8th Ave., Kenosha (Meijer)
- Nancy Sagan, 8767 S. Oak Park Dr., Oak Creek (Meijer)
- Jennifer Kincaid, 7132 7 Mile Rd., Racine (Meijer)
- Diana Torgersen, 3745 E. Garden Pl., Oak Creek (Meijer)
- Donna Benzow, 2820 Virginia St., Racine (Meijer)
- Christopher Phillips, N49 W36111 Nottingham Ln., Oconomowoc (Meijer)
- Sirena Blas, 410 W. Hampton Ave., Milwaukee (Meijer)
- Jennifer Hill, 117 N. Oakland Ave., Burlington (Meijer)

18. **Motion:** Consider a *motion* to *grant* a Temporary Class B Beer and Wine license, with a waiver of fees, to the Oak Creek OJ's for the period from 8/1-8/2/15 (rain dates 8/8-8/9/15).

Adjournment.

Public Notice

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

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

RESOLUTION NO 11622-070715

RESOLUTION OF GRATITUDE
TO
LAWRENCE J. HASKIN
FOR DEDICATED SERVICE AS CITY ATTORNEY

WHEREAS, Lawrence J. Haskin was appointed as City Attorney of the City of Oak Creek by Mayor Donald Hermann on May 1, 1985, and has served the City of Oak Creek as City Attorney since that date; and

WHEREAS, during his 30 year tenure in office, Lawrence Haskin did discharge the duties of his office with the utmost integrity and in an exemplary manner, at all times demonstrating his conscientiousness, professionalism and loyalty to the best interests of the City of Oak Creek; and

WHEREAS, Lawrence Haskin guided the City of Oak Creek in a legal strategy involving the largest construction project in the State of Wisconsin's history, to wit, the WE Energies \$2 billion Oak Creek power plant expansion and construction; and

WHEREAS, Lawrence Haskin was instrumental in negotiating a \$20 million WE Energies investment commitment in the City of Oak Creek on economic development projects; and

WHEREAS, Lawrence Haskin was essential to the development of the former Delphi site where a land exchange agreement among the City, Wispark, LLC and the Oak Creek / Franklin Joint School District was negotiated, paving the path for a new City Hall, Library and town square; and

WHEREAS, Lawrence Haskin was instrumental in the acquisition and redevelopment of 250 acres of industrial area located along Lake Michigan, including the donation transfer of 120 acres of remediated lakefront property from DuPont and EPEC to the City for the development of a future public park, providing lakefront access to Oak Creek's citizens; and

WHEREAS, the City of Oak Creek has benefited tremendously from Lawrence J. Haskin's dedication and many contributions, having devoted countless hours to the City, while working full-time as an attorney at Haskin & Karls, and being a devoted and loving husband to Holly and father to Kelly and Patrick.

WHEREAS, Lawrence Haskin is retiring from his position as City Attorney of the City of Oak Creek on June 30, 2015, which will provide him more time for travel, golfing with "Judge Palmer", and spending time with his family.

NOW, THEREFORE, BE IT RESOLVED by the present Common Council of the City of Oak Creek, for and on its own behalf, on the behalf of all past Common Councils, and also on behalf of all the citizens of the City, that sincere gratitude and thanks be and the same are hereby expressed and tendered to Lawrence J. Haskin for his long and dedicated service.

BE IT FURTHER RESOLVED that this resolution 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 Lawrence J. Haskin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of July, 2015.

Passed and adopted this 7th day of July, 2015.

Common Council President

Mayor

ATTEST:

City Clerk

VOTE: Ayes: _____ Noes: _____

TO BE PUBLISHED JUNE 18 & 25, 2015

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a request submitted by Mike Airoidi, Airoidi Brothers, Craig Aimers, PC Logistics, and Joseph Campione for a conditional use permit allowing automobile and truck engine and body repair, and storage of vehicles and equipment on a portion of the property located at 7350 S. 10th St.

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

Applicant: Mike Airoidi, Airoidi Brothers
Property Owner: 7350 S 10th ST LLC
Property Location: 7350 S. 10th St.
Tax Key(s): 764-9054-000

Legal Description:

Commencing at the Southwest corner of the Northwest ¼ of Section 8, Township 5 North, Range 22 East; thence N 00°05'25" E along the West line of said Northwest ¼ 449.31 feet; thence S 89°01'01" E 1155.14 feet to a point on the East line of South 10th Street and the point of beginning of lands to be described, thence N 89°05'25" E along said East line 600.03 feet; thence S 89°01'01" E 937.31 feet; thence S 04°45'31" E 737.98 feet; thence N 18°52'29" W 142.82 feet; thence N 89°01'01" W 953.28 feet to the point of beginning.

Lands containing 579,988 square feet (13.31 acres) more or less.

The Common Council has scheduled other public hearings for July 7, 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: June 11, 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: July 7, 2015

Item No.: 6

Recommendation: That the Common Council adopts Ordinance No. 2769 approving a Conditional Use Permit allowing automobile and truck engine and body repair and storage of vehicles and equipment on a portion of the property located at 7350 S. 10th St.

Background: At the May 26, 2015 meeting, the Plan Commission recommended Common Council approval of a Conditional Use Permit allowing automobile and truck engine and body repair, and storage of vehicles and equipment on a portion of the property located at 7350 S. 10th St. Both requests are Conditional Uses in the M-1, Manufacturing district. The proposal is to utilize an existing 5,000 square-foot building on the property for truck engine repair, and the existing stone area with cement trailer parking pad for outdoor storage of trailers. Two paved parking areas accommodating 8 vehicles each are located on the east and west sides of the building, and will be used for vehicle parking. It is anticipated that 6 employees will be onsite for first and second shift, with proposed hours of operation to be 24/7.

As the proposal does not include the expansion of the existing building or parking areas, the plan meets all setback requirements. However, Section 17.0403(f)(1) requires all off-street parking lots to be paved. The applicants have indicated that they do not wish to pave the existing stone area. Staff recommends that the storage of vehicles and equipment be confined to the paved (concrete) area of the site. Should the applicant seek to utilize the gravel areas of the parcel for additional storage of vehicles or equipment, they would need to pave them in accordance with Municipal Code requirements. The conditions and restrictions should limit the storage of vehicles and equipment to only those which are actively being worked on in the facility. There should be no long-term outdoor storage associated with this use.

The issue of paving of truck and trailer parking areas was briefly discussed by the Commission. Staff supports the Municipal Code requirement for paving. Aside from the precedent that would be set by allowing this area to remain unpaved, there are other practical considerations for paving this area. In fact as part of their initial review, Engineering staff indicated that the parking lot should be paved as required by Municipal Code. The City has dredged the receiving creek twice in the last 15 years due in a large part from unpaved parking lots. There is considerable expense dredging because all the removed material is disposed of at a landfill. Unpaved parking and storage areas have a tendency to expand over time. There are several examples of unpaved parking and storage areas that have increased in area over time without proper approvals.

At the Plan Commission meeting, the applicant indicated a preference for leaving the area unpaved, citing potential damage to the paved area(s) due to maneuvering of the trailers on the site. There are many examples of similar businesses within the City who utilize truck and trailer storage, most of which are paved. While staff certainly is sensitive to the economic impact of the requirement to pave, it also has a responsibility to maintain city-wide standards to protect property values.

The attached Conditions and Restrictions were recommended for approval by the Plan Commission at their June 9, 2015 meeting.

Fiscal Impact: Approval of this use will allow an existing accessory building in the Manufacturing district to be occupied.

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. 2769

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR THE
PROPERTY AT 7350 S. 10TH ST. ALLOWING AUTOMOBILE AND TRUCK ENGINE
AND BODY REPAIR AND STORAGE OF VEHICLES AND EQUIPMENT

(1st Aldermanic District)

WHEREAS, MIKE AIROLDI, AIROLDI BROTHERS; CRAIG AIMERS, PC LOGISTICS; AND JOSEPH CAMPIONE have applied for a Conditional Use Permit that would allow automobile and truck engine and body repair & storage of vehicles and equipment; and

WHEREAS, the property is more precisely described as follows:

Commencing at the Southwest corner of the Northwest ¼ of Section 8, Township 5 North, Range 22 East; thence N 00°05'25" E along the West line of said Northwest ¼ 449.31 feet; thence S 89°01'01" E 1155.14 feet to a point on the East line of South 10th Street and the point of beginning of lands to be described, thence N 89°05'25" E along said East line 600.03 feet; thence S 89°01'01" E 937.31 feet; thence S 04°45'31" E 737.98 feet; thence N 18°52'29" W 142.82 feet; thence N 89°01'01" W 953.28 feet to the point of beginning.

Lands containing 579,988 square feet (13.31 acres) more or less.

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

WHEREAS, the Common Council held a public hearing on said request on July 7, 2015, at which time all interested parties appeared and were heard; and

WHEREAS, the Plan Commission had recommended that the application for a Conditional Use 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 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 Building Commissioner is hereby authorized to grant a

Conditional Use Permit for automobile and truck engine and body repair & storage of vehicles and equipment located at 7350 S. 10th St., which shall include the aforementioned conditions and restrictions.

SECTION 2: The Conditional Use is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for the automobile and truck engine and body repair & storage of vehicles and equipment.

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

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

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

Passed and adopted this _____ 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:	Mike Airoidi, Airoidi Brothers	Approved by Plan Commission: 6-9-15
Property Address:	7350 S. 10 th St.	Approved by Common Council: TBD
Tax Key Number:	764-9054-000	(Ord. #TBD)
Conditional Use:	Automobile and truck engine and body repair, outdoor storage of vehicles and equipment	

1. LEGAL DESCRIPTION

Commencing at the Southwest corner of the Northwest ¼ of Section 8, Township 5 North, Range 22 East; thence N 00°05'25" E along the West line of said Northwest ¼ 449.31 feet; thence S 89°01'01" E 1155.14 feet to a point on the East line of South 10th Street and the point of beginning of lands to be described, thence N 89°05'25" E along said East line 600.03 feet; thence S 89°01'01" E 937.31 feet; thence S 04°45'31" E 737.98 feet; thence N 18°52'29" W 142.82 feet; thence N 89°01'01" W 953.28 feet to the point of beginning.

Lands containing 579,988 square feet (13.31 acres) more or less.

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.

3. PARKING AND ACCESS

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

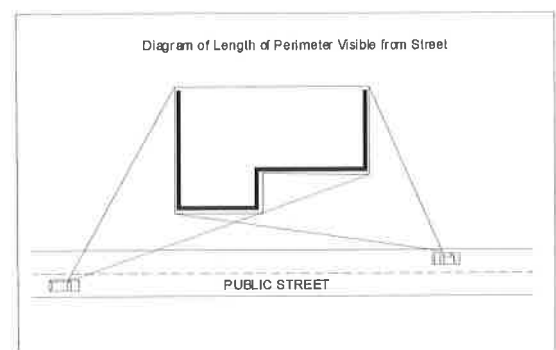
4. To assure a diversity of color, texture and year-round interest, the total number of plant materials must be comprised of a minimum 25% evergreens, but no more than 70%.
- B. Interior Landscape Area. All public off-street parking lots which serve five (5) vehicles or more shall be provided with accessory 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 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 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	40'	20'	20'
Accessory Structure*	40'	20'	20'
Off-street Parking	30'	0'	0'

** 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 M-1, Manufacturing zoning district.

B. One (1) Automobile and Truck Engine and Body Repair business with Outdoor Storage of Vehicles and Equipment. Outdoor storage of vehicles and equipment is limited to marked and designated areas on the existing paved areas of the lot (as depicted on the site plan), and only those which are being actively worked on in the facility. No vehicle or piece of equipment shall be stored outdoors on this site for more than fourteen days.

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 an occupancy permit has not been issued for this use. The applicant shall re-apply for a conditional use approval, prior to recommencing work or construction.

12. OTHER REGULATIONS

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

13. VIOLATIONS & PENALTIES

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

14. REVOCATION

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

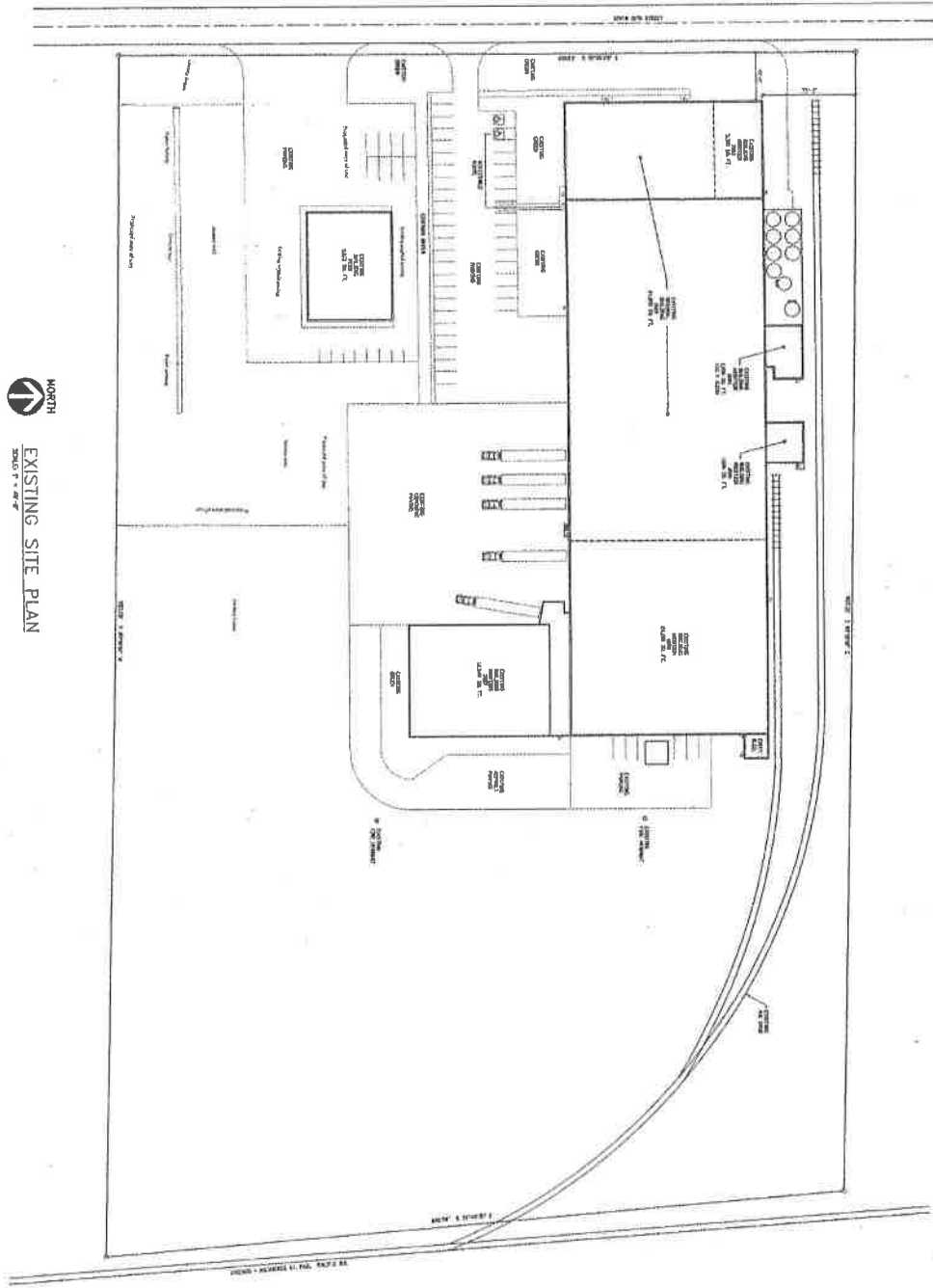
The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless

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)



NORTH
 EXISTING SITE PLAN
 10/1/11

C10

REV.	DATE	DESCRIPTION
1	05/19/11	REL. PER. PROJECT

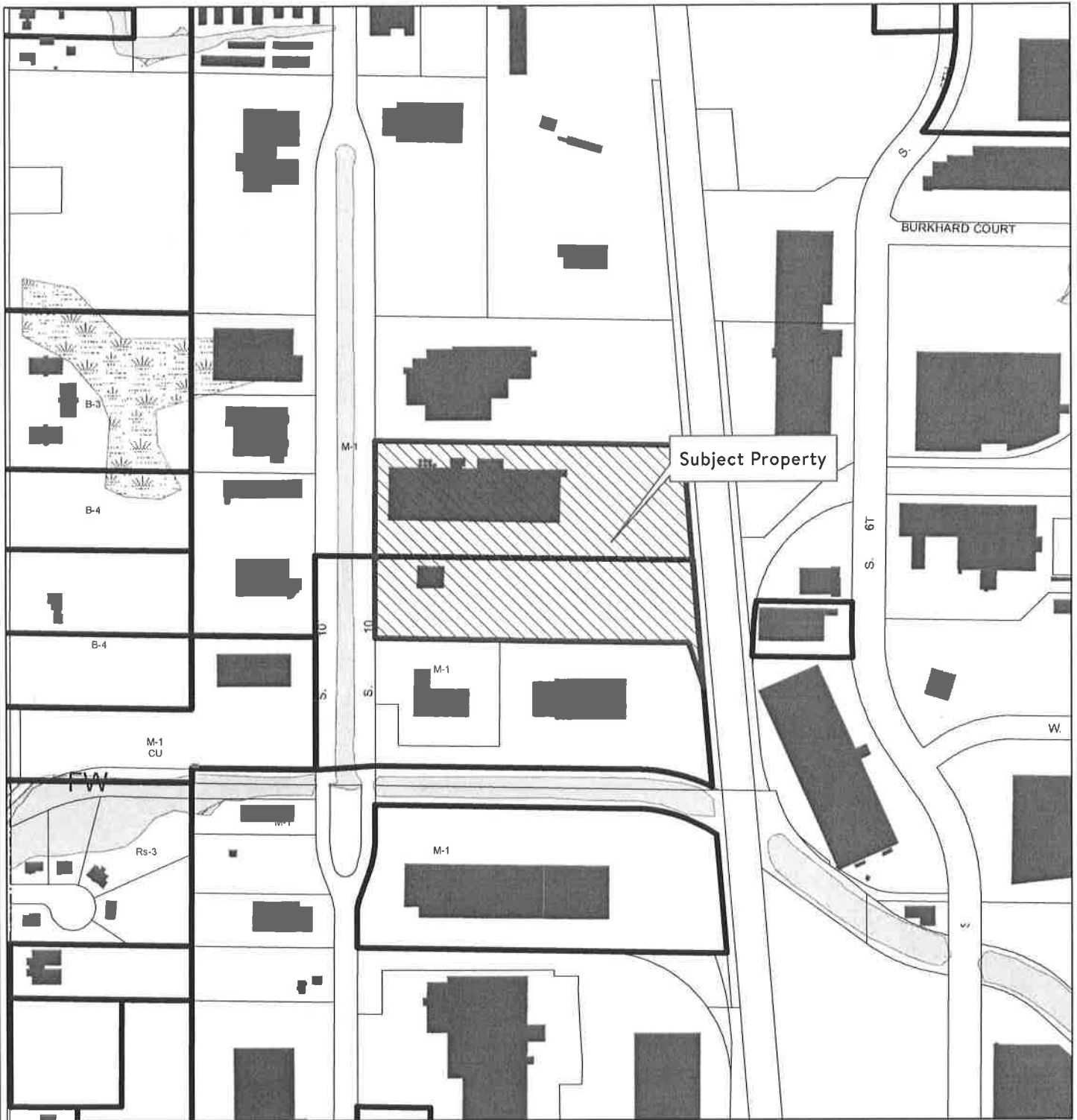
JOSEPH CAMPIONE INC.
 7350 SOUTH 10TH STREET
 OAK CREEK, WI. 53154

REVISED PLANS: 10/1/11
 CADD: 10/1/11
 10/1/11
 10/1/11

4th DIMENSION DESIGN, INC.
 817 Venture Court
 Wausau, Wisconsin 54983
 PHONE: (715) 866-6900
 FAX: (715) 866-6505
 www.4d.com

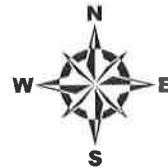
Location Map

7350 S. 10th St.



OAKCREEK
— WISCONSIN —


Department of Community Development



Legend

-  7350 S. 10th St
-  Wetland
-  Floodfringe
-  Floodway

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

 bing Maps

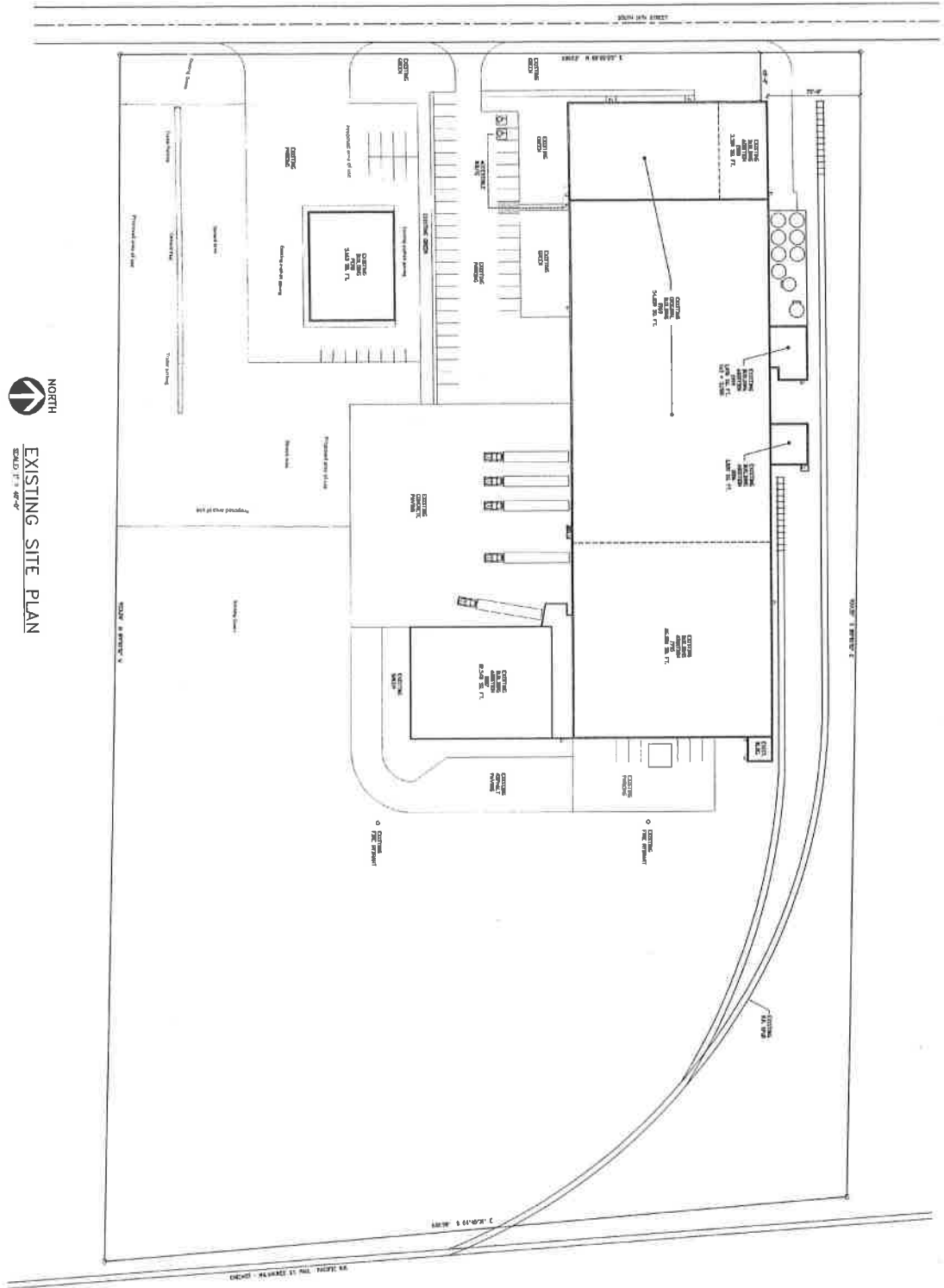
7412 S 10th St, Oak Creek, WI 53154

My Notes

ML

 On the go? Use m.bing.com to find maps, directions, businesses, and more.





EXISTING SITE PLAN

REV.	DATE	DESCRIPTION
1	05/18/14	REL. FOR PERMIT

JOSEPH CAMPIONE INC.
 7350 SOUTH 10TH STREET
 OAK CREEK, WI. 53154

REVISED PLANS 4/25/2015
 Craig Almers
 6930 S 67th St.
 Oak Creek, WI
 414 856-1800

4th DIMENSION DESIGN, INC.
 817 Venture Court
 Waukesha, Wisconsin 53189

PHONE: (262) 856-6000
 FAX: (262) 856-6001
 www.4DD.com

DATE: 05-18-14
 SCALE: 1" = 40'
 SITE PLAN

REVISIONS: 000
 C1.0

City of Oak Creek Common Council Report

Meeting Date: 7/7/15

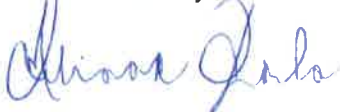
Item No.: 7

Recommendation: That the Common Council adopt Resolution No. 11626-070715, a Resolution Authorizing payment of bills, debts and obligations.

Background: The Common Council voted to only hold one meeting in the month of July, on July 7, 2015. This leaves four weeks before the August 3, 2015 meeting and would put some of our bills past due if not paid. Per State Statute 62.12(6), "unless otherwise provided by law, City funds should be paid out only by authority of the Council." The attached resolution will allow the Finance Department to create a vendor summary report and cut and release checks as if there were still a meeting on July 21, 2015. At the August 3rd meeting we will provide you with the vendor summary report from July 21st check run as well as a vendor summary report for August 3rd.

Fiscal Impact: There is no further fiscal impact other than potentially saving on interest charges or late fees.

Reviewed by:



Melissa Karls
City Attorney

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Prepared by & Fiscal Review by:



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

RESOLUTION NO. 11626-070715

RESOLUTION AUTHORIZING PAYMENT OF BILLS, DEBTS AND OBLIGATIONS

WHEREAS, the Common Council has decided to cancel the Common Council meeting that had been scheduled for July 21, 2015; and,

WHEREAS, Wis Stats §62.12(6) provides that “unless otherwise provided by law, City funds should be paid out only by authority of the Council”; and,

WHEREAS, City bills, debts and obligations may become delinquent because of the cancellation of the July 21, 2015 Common Council Meeting; and,

WHEREAS, Common Council desires to ensure that all bills, debts and obligations of the City are paid in a timely manner.

NOW THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the payment of City bills, debts and obligations that become due during the month of July, 2015 to be paid in accordance with state and local law prior to the approval of the vendor summary report for the August 3, 2015 Common Council meeting.

BE IT FURTHER RESOLVED that any bills, debts and obligations that are paid pursuant to this Resolution after the July 7th vendor summary report has been approved but prior to approval of the vendor summary report by the Common Council for the August 3rd meeting be included in the vendor summary report for the August 3, 2015 Common Council meeting.

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

Passed and adopted this ____ day of _____, 2015.

Kenneth Gehl, Common Council President

Approved this ____ day of _____, 2015.

Stephen Scaffidi, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: July 7, 2015

Item No. 8

Recommendation: The Common Council approve Resolution No. 11628-070715 a Resolution Adopting a Three-Year Financial Plan for the City of Oak Creek.


Background: Attached is an updated Three- Year Financial Plan for the City (last completed in 2012). This plan is for 2015, 2016, and 2017. I have updated all of the charts, graphs, statistical data, and projections included in the plan as well as added language and appendices as requested by the Finance Committee. Every three years this document is updated and a resolution is sent to the Council for their adopted.

Fiscal Impact: This updated plan will continue to serve as guidance to City Staff and Officials and will help to preserve the City's long range plans and fiscally responsible decision making.

Prepared by:

Respectfully submitted,


Bridget M. Souffrant, CMTW
Finance Director/Comptroller


Gerald Peterson, ICMA-CM
City Administrator

RESOLUTION NO. 11628-070715

A RESOLUTION ADOPTING A THREE-YEAR FINANCIAL PLAN
FOR THE CITY OF OAK CREEK.

WHEREAS, the City of Oak Creek acknowledges that prudent financial planning is important to maintaining service levels balanced against fiscal realities; and,

WHEREAS, the Common Council is annually engaged in the budgeting and allocation of available resources; and,

WHEREAS, the Common Council recognizes that it is prudent to look at the fiscal landscape beyond the annual budget process; and,

WHEREAS, the Common Council agrees that looking forward three years helps to provide perspective and guidelines to direct the budget process and aid in potential future resource allocation deliberations;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek, Wisconsin, that there is hereby established a Three Year Financial Plan ("The Plan"), as attached to and made a part of this resolution in its entirety, to ensure continuous, prudent examination of long-term fiscal goals and prudent financial management.

BE IT FURTHER RESOLVED that the Common Council directs the Finance Committee to see that The Plan will be updated and resubmitted to the Common Council.

BE IT FURTHER RESOLVED that a certified copy of this resolution be delivered to bond rating agencies, financial advisors, investment advisors and posted on the City's website

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of July, 2015.

Passed and adopted this 7th day of July, 2015.

President, Common Council

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

CITY OF OAK CREEK

3 Year Financial Plan

With Statistical Information

2015

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City of Oak Creek, Wisconsin

Three Year Financial Management Plan

BACKGROUND:

Oak Creek is a growing, diverse suburban community in southeastern Milwaukee County. To plan for its growth, the City adopted a plan titled "2020 Vision – A Comprehensive Plan for the City of Oak Creek". The Oak Creek Community Vision is: "In the 21st century, the City of Oak Creek will strive to be a diverse, balanced, and attractive suburban community. Permanent open space, the lakeshore, parks, thoughtfully planned development, and citizen involvement will define its character. Oak Creek will aim to provide a variety of land uses, housing, activities, and jobs to meet resident needs, maintain a stable and mixed tax base, and provide a recognizable and attractive sense of place." This vision statement expresses the direction in which the community wants to go in the future.

There are nine planning goals within the plan which relate to growth management, community character, agricultural, natural and cultural resources, land use, transportation, utilities and community facilities, housing and neighborhood development, economic development and intergovernmental cooperation. These goals focus on the "ends". They do not identify the financial "means" and resources that may be necessary in the future. Financial planning has not been undertaken on a long range basis in the past.

PURPOSES AND BENEFIT of a "THREE YEAR FINANCIAL PLAN":

- *Maintain a standard of services that meet the demands of the community while maintaining a tax levy mill rate that citizens are willing to pay.*
- *Maintain the infrastructure by continuous improvement and rehabilitation.*
- *Invest in the achievement of the planning goals in the "2020 Community Vision..."*
- *Maintain a stable tax rate.*
- *Diversify, research and identify a variety of revenue sources, both traditional and non-traditional.*
- *Maintain long-term fiscal stability by assessing long-term financial sustainability.*
- *Identify any potential negative trends in order to make adjustments to avoid fiscal distress.*
- *Forecast the fiscal health of the various funds for the upcoming three year period.*
- *Apply analysis of trends and discussion with departments regarding the operation of programs.*
- *React to stagnating revenues and implementation of expenditure control measures.*
- *Maintain and increase the City's Aa2 bond rating by reacting to rating agency and bond counsel feedback.*

A financial plan is not meant to be a static document. It is anticipated that as circumstances and conditions warrant, modifications to the plan and policies contained herein will be considered by the Common Council.

POLICY GUIDELINES:

1. GENERAL FUND UNDESIGNATED AND UNRESERVED FUND BALANCE

The City shall seek to maintain its undesignated and unreserved fund balance at a minimum of 15% ~~and~~ 25% of total general fund annual revenues plus the amount of state shared revenue during the previous year. The purpose of this balance is to provide adequate cash flow during the year and to provide the ability of the City to respond to unforeseeable contingencies. The City will also apply any amounts in excess of this policy toward onetime expenses or capital items and not to operating purposes. Use of the Fund Balance includes:

1. Not an annually recurring expenditure
2. Vehicle purchase or repair projects
3. Equipment or repair projects related to facilities
4. Other office, operating or personal equipment
5. Use of consultants – none recurring-
- ~~5.6. Elimination of existing fund balance deficits~~

Any annual budget surplus generated in the General Fund shall be distributed as follows:

1. 30% of surplus goes to undesignated General Fund Balance ~~or other fund balance deficits~~
2. 30% of surplus goes to vehicle equipment replacement fund
3. 30% of surplus goes to the debt service fund
4. 10% of surplus goes to funding OPEB liability

2. TAX RATE STABILITY

A. Capital Improvement Financing

The City will only issue debt and fund capital projects at a level sustainable with the proceeds from Utility Aid, Mitigation Payments and existing tax levy. It is the intent that for the foreseeable future, the City will not ~~increase the debt levy for~~ ~~levy for additional funding for~~ capital projects. The City will explore all options and revenue sources including the City Water & Sewer Utility when considering any future debt burden.

The exceptions to this rule will be the financing of Tax Increment Districts, where it is the policy of the City to limit TID expenditures to enable districts to be closed as quickly as possible, and in instances of emergency or natural disaster.

B. Operating Expenses and Staffing

The City will project operating expenses and staffing needs and will integrate the projected impact of these needs with capital financing plans so that the tax rate required to

finance both operations and capital can be coordinated and maintained at an affordable level. This will also require annually reviewing projections and amending the operating and or capital plan to address changing environmental conditions as part of the annual budget process.

C. Growth Projections and Assumptions

While it is the intent of the City to encourage growth consistent with the Comprehensive Plan, for purposes of financial planning, the City will use a growth model that assumes the application of a straight line figure of 75% of the actual average annual historical growth occurring over the most recent five year period. If economic conditions change, this will be adjusted as required.

3. FINANCING CAPITAL EQUIPMENT AND ONGOING ROAD MAINTENANCE

Capital improvements and capital expenditures are any items which are expected to exceed \$10,000 in value and which are likely to have a useful life of three years or more. ~~The City intends to establish a sinking fund for such capital costs. It intends to move toward full~~ The City has dedicated funding of annual road maintenance projects up to at \$1,000,000 per year from the annual Utility Aid appropriation. ~~Capital funding for Equipment and Vehicle replacement maintenance~~ will be reviewed annually fully funded from the annual levy/sinking funds with an understanding that large apparatus and public works equipment with a value in excess of \$1200,000 and a projected life of greater than 10 years could be debt financed.

4. PRESERVATION OF GENERAL OBLIGATION BORROWING CAPACITY

It is the City's philosophy that its general obligation borrowing authority must be protected and conserved. Wisconsin allows municipalities to borrow up to 5% of its Equalized Valuation on a general obligation basis. The City hereby reaffirms its intention to control its direct debt burden while still meeting its capital needs.

In addition, it is the philosophy of the City of Oak Creek that enterprise funds should be financed with revenue debt and not general obligation debt. Utilities should continue to be ~~self-supporting~~ self-supporting from their user fee base and therefore the use of revenue bonds, ~~fund balances or user revenue~~ for water and sewer ~~infrastructure investments~~ is recommended as a preferred approach to financing these needs vs. general obligation borrowing.

5. DEBT PAYMENT STRUCTURE/DURATION

When debt is to be issued, the City of Oak Creek shall generally finance capital improvements with the issuance of 10 year general obligation notes. The exception to this would be the financing of Tax Increment District expenses where the debt will be structured to match the projected cash flow of the district and larger building projects with a projected useful lives of 20 or more years. It is generally the philosophy of the City to avoid balloon payment structures or significant back loading of the issue

where more than 50% of the principal is matured in the last two years of the issue. It is also the [general](#) policy of the city that Districts be closed as soon as possible to capture revenue growth.

6. POLICY ON BORROWING FOR TAX INCREMENTAL FINANCING

The City has enjoyed success with the early retirement of [3 previous](#) tax increment districts. This is due in part to the careful planning of borrowing to coincide with the projected development of the districts. To assure that this success continues, the City has determined that it will borrow for TID related expenditures only when a development agreement been secured or when the history of the development of an area (market conditions) clearly indicate [that](#) the development will support the projected debt load. It is also the [general](#) policy of the City that life of Districts be as short as possible, with an eye toward the ability to retire TID's within a ten-year or less time table whenever possible.

7. LAND USE AND GROWTH

The City recognizes that it is important that its tax base be maintained and expanded where appropriate. It has been the policy of the City of Oak Creek to encourage new growth and development as a means of tax base expansion provided that such growth conforms to the City's Comprehensive Plan. The emphasis is on balanced growth to assure diversity in the tax base.

8. MAINTENANCE AND ENHANCEMENT OF CREDIT RATING

The City of Oak Creek recognizes that a high quality credit rating is important to achieving the lowest possible cost of debt when debt is used to finance capital needs. In addition, a high quality rating is also reflective of sound financial management and prudent operating practices. It is therefore the City's policy that its current Aa2 credit rating is maintained and that efforts are made where possible to seek to upgrade this rating. It is recognized that the City is within two steps of the top Moodys rating scale of Aaa The City remains committed to maintaining positive working relationships with the Credit rating agencies and will cooperate with the representatives of such agencies through the provision of information and, when appropriate, through personal presentations to the analysts responsible for review of the Oak Creek account.

[Moody's has cited, above average wealth indices; stable financial operations with solid reserves; elevated debt burden that is subject to moderate refinancing risk; and affordable pension liabilities as rationale for the Aa2 rating. Additionally, they cited that moderation in the city's debt burden and expansion and sustained growth of the city's tax base could make the rating increase.](#)

9. PENSION, HEALTH INSURANCE, & OPEB LIABILITY

[The Finance Committee and Common Council gave the direction to stabilize health care costs and eliminate Other Post Employment Benefits \(OPEB\) over time. The City has taken great strides in reducing their OPEB liability over the years. As of December 31, 2010 the City's liability was \\$89.2 million; action was taken to reduce the liability to \\$57 million in January 1, 2012 and then to \\$51](#)

million as of January 1, 2014. The City of Oak Creek participates in the Wisconsin Retirement System. This system is recognized nationally as a fully funded system and one of the best managed systems in the nation. According to Moody's the City's pension obligations are modest. The City has made changes to the health insurance plan and management of the plan that has reduced the annual claims from \$7.1 million in 2011 to \$5.2 million in 2014. Additionally, these measures have begun to build up the health insurance fund to a healthier level.

SUMMARY

In summary, the City has developed these policy objectives with the intent of setting forth its philosophy related to fiscal management. The Common Council and Mayor recognize that circumstances change and that these objectives must be reviewed annually, however it is the intent of the City of Oak Creek to follow these general principals in subsequent years in order to assure the continued improvement of the City's fiscal integrity. This three year financial plan has thus been developed in a manner to be fully consistent with the policy guidelines set forth herein.

DRAFT

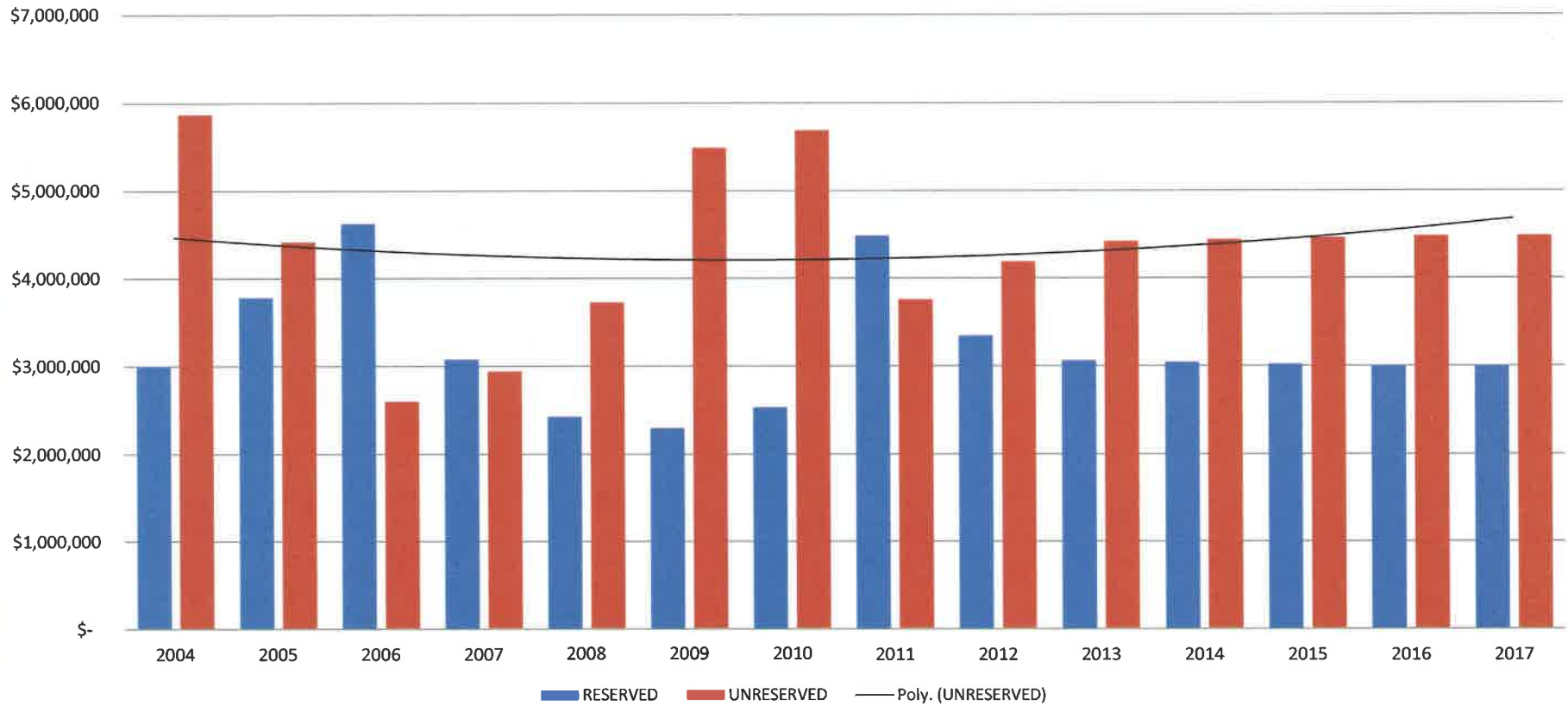
TABLES:

- Fund Balance, 2004 – 2017
- Total Levy, 2004 – 2017
- Annual Percentage Change in Levy, 2004 - 2017
- Equalized Value, 2004 – 2019
- General Obligation & Tax Increment Debt, 2004 – 2019
- Total Debt Capacity, 2004 – 2019
- [Excerpts of the City's Debt Structure from May 2015 Official Statement](#)
- [Health Insurance Cost History 2003-2013](#)
- Oak Creek Quick Facts
- Labor Market Information, [2010₂](#) – [2011₃](#)
- Industry Employment Projections, [2008₀](#)-[02018](#)
- [Metro Area Economic Indicators](#)
- Per Capital Spending & Revenues [from WI Taxpayer's Alliance](#)
 - o Basic & Operating
 - o General Government & Street Maintenance
 - o Police & Fire
 - o Property Taxes & Shared Revenues
 - o General Obligation Debt
 - o Miscellaneous Characteristics

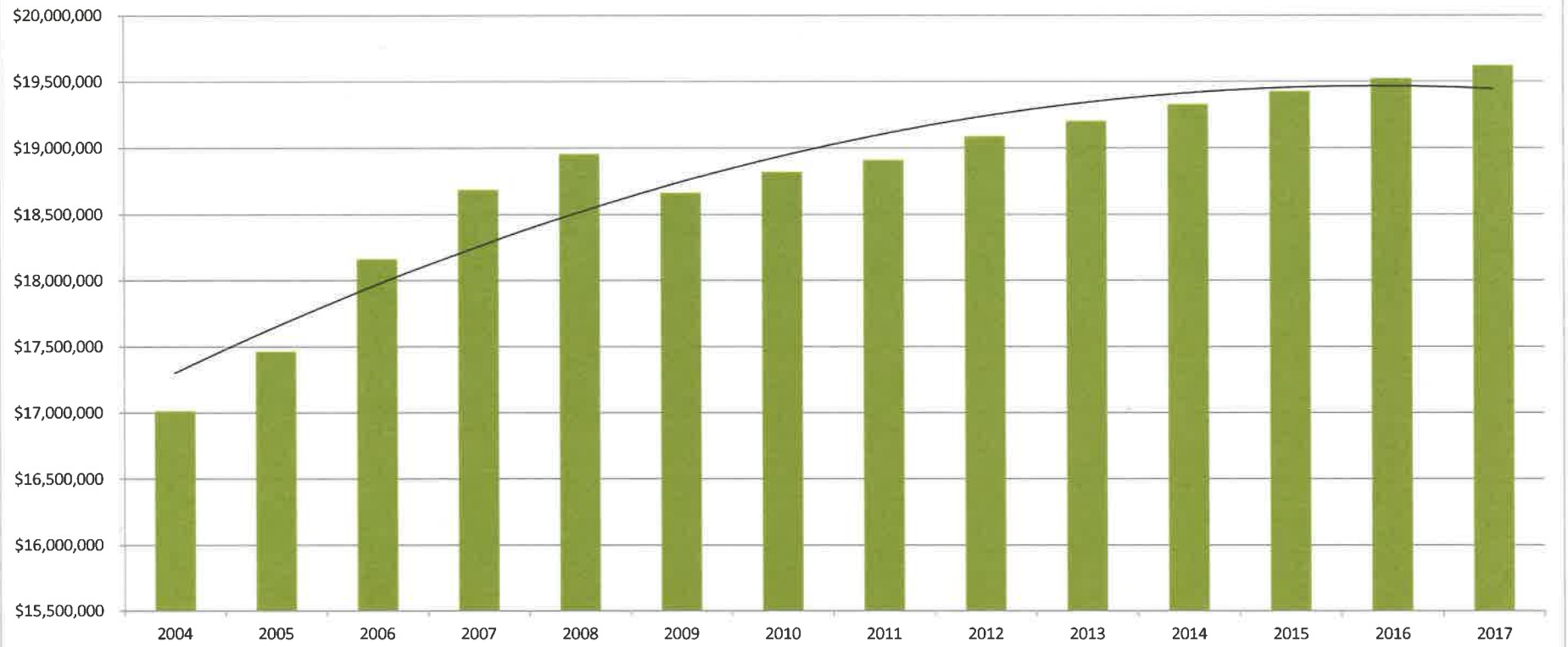
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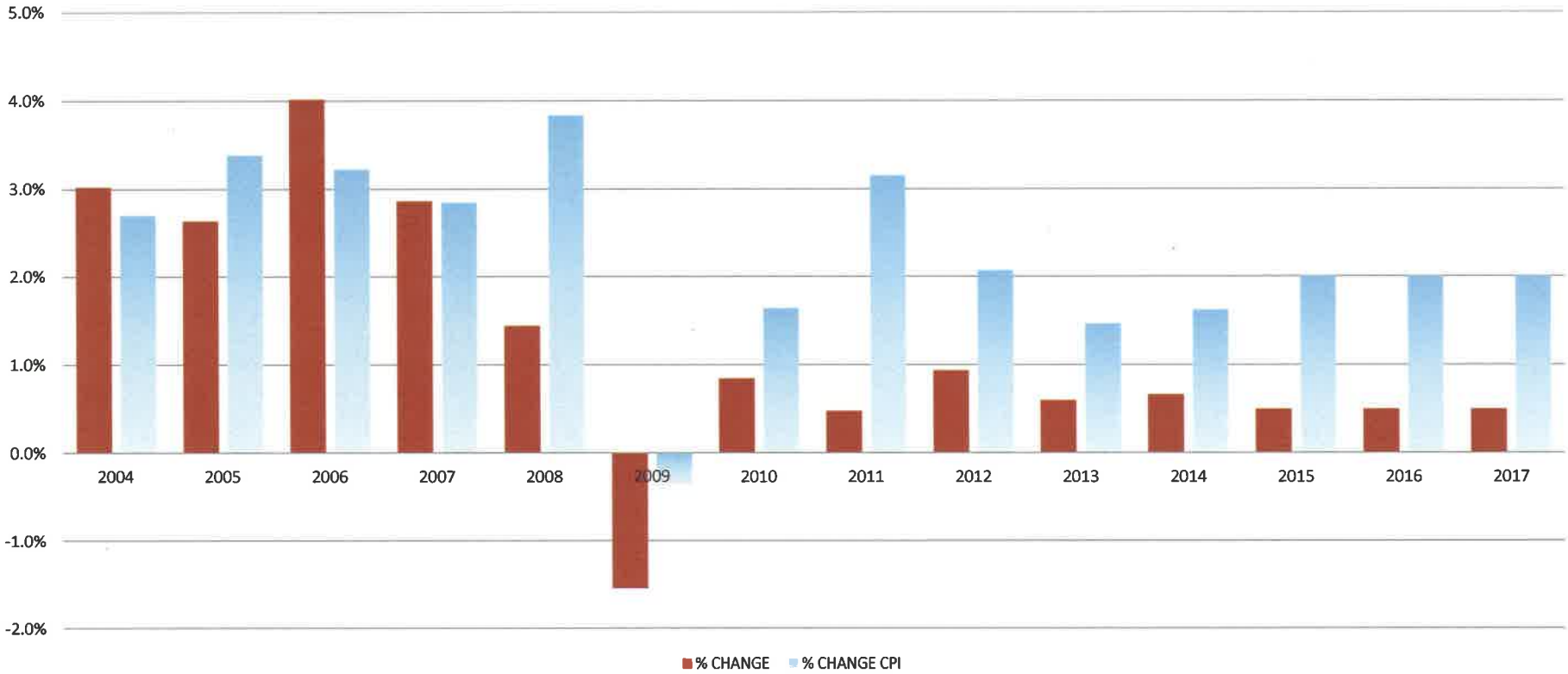
CITY OF OAK CREEK Fund Balance 2004-2017 (2014-2017 estimated)



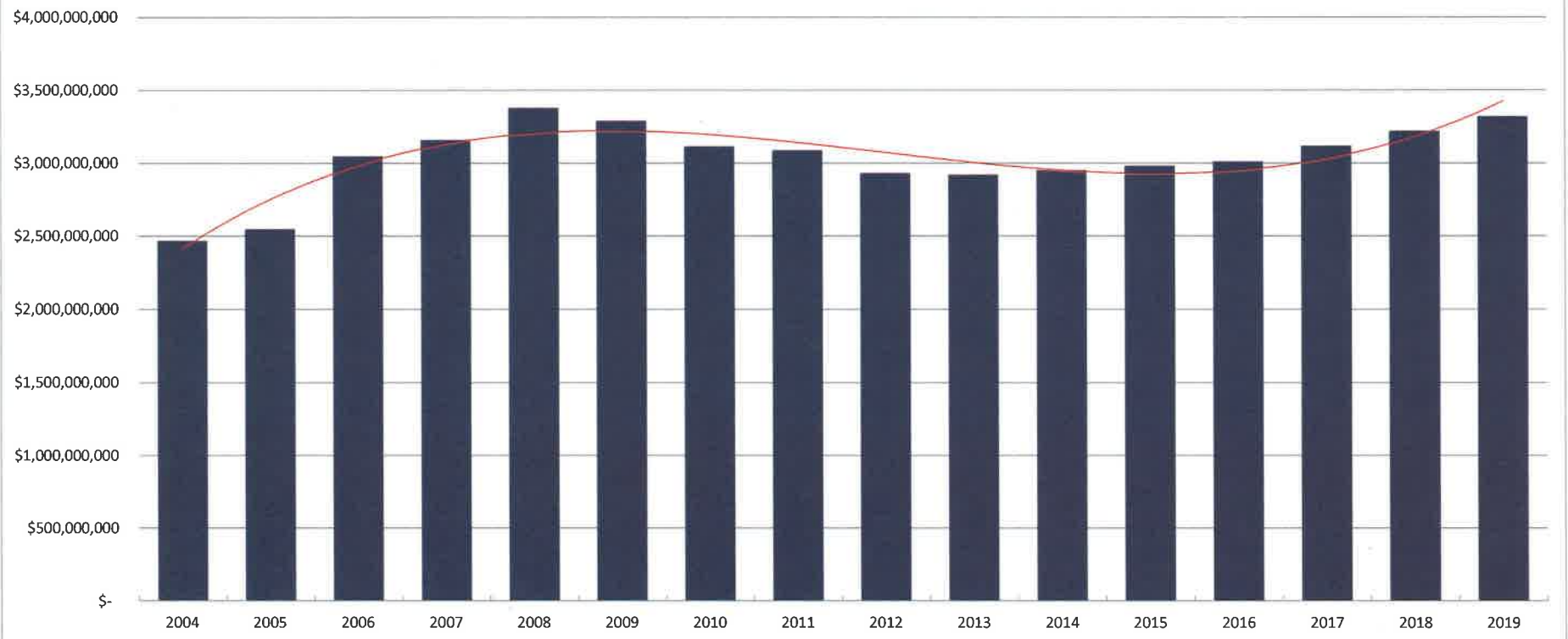
CITY OF OAK CREEK
TOTAL LEVY 2004-2017
(2015-2017 est)



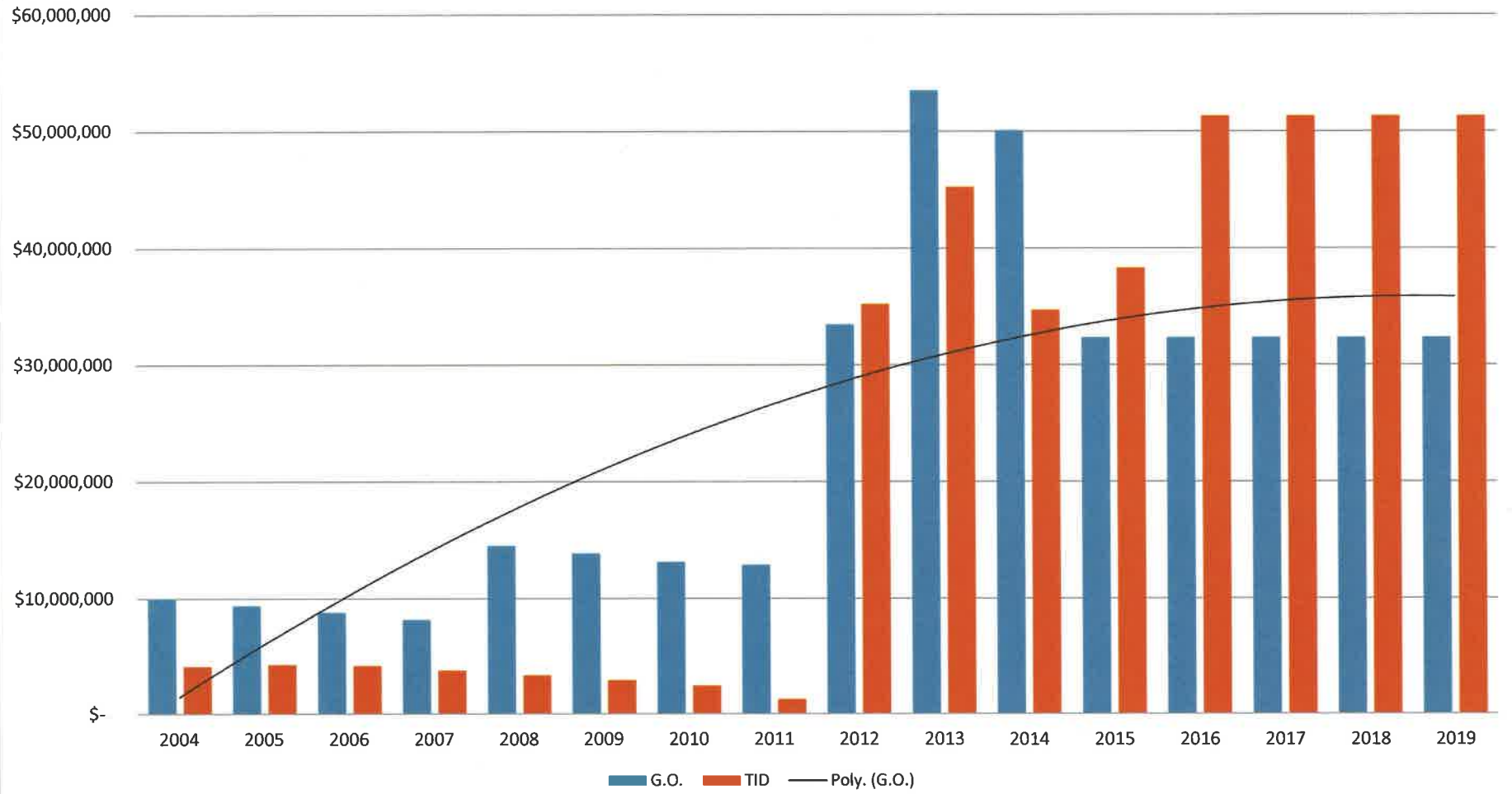
CITY OF OAK CREEK
ANNUAL % TAX LEVY CHANGE 2004-2017
(2015-2017 est)



**CITY OF OAK CREEK
EQUALIZED VALUE 2004-2019**
(2015-2019 EST)

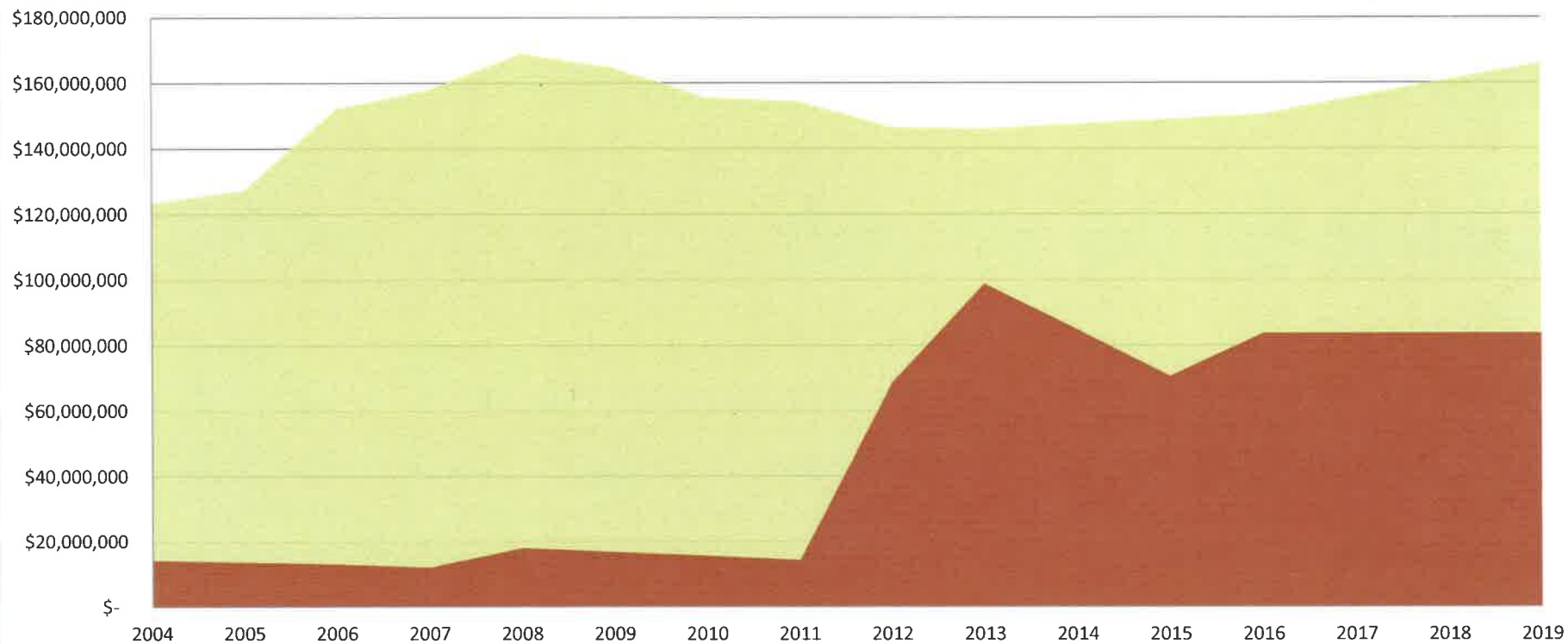


CITY OF OAK CREEK G.O. & TID Debt 2004-2019 (2015-2019 EST)



CITY OF OAK CREEK TOTAL DEBT CAPACITY 2004-2019 (2015-2019 EST)

DEBT CAPACITY DEBT OUTSTANDING



CITY DEBT STRUCTURE

Total Outstanding General Obligation Debt Summary (As of May 19, 2015)

Type of Obligation	Date of Issue	Original Amount	Maturity Dates	Current Amount Outstanding
G.O. Refunding Bonds (CABS)	12/04/02	\$ 3,250,000	9/01/15	\$ 360,000
G.O. Refunding Bonds	10/15/06	1,200,000	10/01/16	300,000
G.O. Refunding Bonds	4/01/10	7,000,000	4/01/30	5,800,000
G.O. Refunding Bonds	2/21/12	4,530,000	3/01/17	1,905,000
G.O. Refunding Bonds	4/02/13	5,825,000	4/01/32	5,475,000
Taxable G.O. Promissory Notes	4/02/13	3,000,000	4/01/23	2,475,000
Taxable G.O. Promissory Notes	10/15/13	10,525,000	10/01/15	10,525,000
Taxable G.O. Promissory Notes	11/19/13	5,925,000	11/01/16	5,925,000
G.O. Promissory Notes	11/19/13	17,625,000	11/01/16	17,625,000
G.O. Promissory Notes	12/30/13	10,000,000	12/01/23	9,525,000
G.O. Refunding Bonds, Series 2014B	12/16/14	2,725,000	5/01/32	2,600,000
G.O. Refunding Bonds, Series 2015A	1/20/15	19,650,000	6/01/34	19,650,000
Taxable G.O. Promissory Notes, Series 2015B	5/19/15	8,900,000	5/01/18	<u>8,900,000</u> ¹
Outstanding General Obligation Debt				91,065,000
Less: Remaining 2015 Principal Payments				<u>(11,460,000)</u>
Net Outstanding General Obligation Debt				<u>\$ 79,605,000</u>

¹ New Issue.

General Obligation Debt Service Schedules

	\$2,184,986.85 G. O. Ref Bonds (CABS) - 12/04/02 ^{1,2}		\$1,200,000 G. O. Ref. Bonds - 10/15/06		\$7,000,000 G. O. Ref Bonds - 4/01/10 ³	
	Principal 09/01	Interest	Principal 10/01	Interest	Principal 04/01	Interest
2015	\$ 360,000		\$ 150,000	\$ 13,500	\$ 275,000	\$ 231,531
2016			150,000	6,750	275,000	225,344
2017					300,000	217,406
2018					300,000	208,031
2019					325,000	196,656
2020					325,000	183,656
2021					350,000	170,156
2022					350,000	156,157
2023					375,000	141,656
2024					400,000	126,156
2025					400,000	110,156
2026					425,000	93,657
2027					450,000	75,594
2028					475,000	55,641
2029					500,000	34,312
2030					<u>550,000</u>	<u>11,688</u>
	<u>360,000</u>	<u>-</u>	<u>300,000</u>	<u>20,250</u>	<u>6,075,000</u>	<u>2,237,797</u>
Less 2015 Payments	<u>360,000</u>	<u>-</u>	<u>150,000</u>	<u>13,500</u>	<u>275,000</u>	<u>231,531</u>
	<u>\$ -</u>	<u>-</u>	<u>\$ 150,000</u>	<u>\$ 6,750</u>	<u>\$ 5,800,000</u>	<u>\$ 2,006,266</u>

¹ Par amount issued.

² Supported with tax increment revenues from Tax Incremental District No. 4.

³ Supported with State utility aid due to location of Wisconsin Energy power plant in Oak Creek.

General Obligation Debt Service Schedules continued

	<u>\$4,530,000 G. O. Ref Bonds - 2/21/12 ¹</u>		<u>\$5,825,000 G. O. Ref Bonds - 4/02/13 ¹</u>		<u>\$3,000,000 Taxable G.O. Notes - 4/02/13</u>	
	Principal		Principal		Principal	
	<u>03/01</u>	<u>Interest</u>	<u>04/01</u>	<u>Interest</u>	<u>04/01</u>	<u>Interest</u>
2015	\$ 925,000	\$ 40,275	\$ 225,000	\$ 195,500	\$ 275,000	\$ 53,938
2016	950,000	25,025	250,000	190,750	300,000	51,062
2017	955,000	8,356	250,000	185,750	300,000	46,563
2018			250,000	178,250	300,000	40,562
2019			250,000	168,250	300,000	34,563
2020			275,000	159,125	300,000	28,375
2021			275,000	149,500	325,000	21,328
2022			300,000	138,000	325,000	13,203
2023			300,000	126,000	325,000	4,469
2024			325,000	113,500		
2025			325,000	100,500		
2026			350,000	87,000		
2027			350,000	74,094		
2028			375,000	61,859		
2029			375,000	49,203		
2030			400,000	35,875		
2031			400,000	21,875		
2032			425,000	7,438		
	<u>2,830,000</u>	<u>73,656</u>	<u>5,700,000</u>	<u>2,042,469</u>	<u>2,750,000</u>	<u>294,063</u>
Less 2015 Payments	<u>925,000</u>	<u>40,275</u>	<u>225,000</u>	<u>195,500</u>	<u>275,000</u>	<u>53,938</u>
	\$ 1,905,000	\$ 33,381	\$ 5,475,000	\$ 1,846,969	\$ 2,475,000	\$ 240,125

¹ Supported with State utility aid due to location of Wisconsin Energy power plant in Oak Creek.

	<u>\$10,525,000 Taxable G. O. Notes - 10/15/13 ¹</u>		<u>\$5,925,000 Taxable G. O. Notes - 11/19/13 ²</u>		<u>\$17,625,000 G. O. Notes -11/19/13 ²</u>	
	Principal		Principal		Principal	
	<u>10/01</u>	<u>Interest</u>	<u>11/01</u>	<u>Interest</u>	<u>11/01</u>	<u>Interest</u>
2015	\$10,525,000	\$ 171,031		\$ 118,500		\$ 352,500
2016			\$ 5,925,000	118,500	\$ 17,625,000	352,500
	<u>10,525,000</u>	<u>171,031</u>	<u>5,925,000</u>	<u>237,000</u>	<u>17,625,000</u>	<u>705,000</u>
Less 2015 Payments	<u>10,525,000</u>	<u>171,031</u>	<u>-</u>	<u>118,500</u>	<u>-</u>	<u>352,500</u>
	\$ -	\$ -	\$ 5,925,000	\$ 118,500	\$ 17,625,000	\$ 352,500

¹ Take-out of this issue is expected to be supported with tax increment revenues from Tax Incremental District No. 8.

² Take-out of this issue is expected to be supported with tax increment revenues from Tax Incremental District No. 11.

General Obligation Debt Service Schedules continued

	\$10,000,000 G.O. Notes - 12/30/13 ¹		\$2,725,000 G.O. Ref Bonds, Ser 2014B - 12/16/14 ²		\$19,650,000 G.O. Ref Bonds, Ser 2015A - 1/20/15 ¹	
	Principal		Principal		Principal	
	12/01	Interest	05/01	Interest	06/01	Interest
2015	\$ 425,000	\$ 312,000	\$ 125,000	\$ 75,066		\$ 571,085
2016	425,000	303,500	125,000	82,844	\$ 650,000	654,562
2017	425,000	295,000	125,000	79,094	725,000	640,813
2018	450,000	286,500	125,000	75,344	725,000	626,312
2019	450,000	277,500	125,000	70,969	750,000	611,563
2020	475,000	259,500	125,000	65,968	750,000	596,562
2021	475,000	240,500	150,000	60,469	800,000	581,063
2022	500,000	221,500	150,000	55,219	825,000	556,562
2023	5,900,000	206,500	150,000	50,719	850,000	523,063
2024			150,000	46,219	950,000	487,062
2025			150,000	41,718	975,000	448,563
2026			150,000	37,219	1,025,000	408,562
2027			175,000	32,234	1,050,000	372,313
2028			175,000	26,766	1,075,000	329,687
2029			175,000	21,187	1,125,000	280,313
2030			175,000	15,500	1,125,000	235,312
2031			175,000	9,703	1,550,000	181,812
2032			200,000	3,375	1,550,000	126,594
2033					1,575,000	76,781
2034					1,575,000	25,594
	<u>9,525,000</u>	<u>2,402,500</u>	<u>2,725,000</u>	<u>849,613</u>	<u>19,650,000</u>	<u>8,334,178</u>
Less 2015						
Payments	<u>425,000</u>	<u>312,000</u>	<u>125,000</u>	<u>75,066</u>	-	<u>571,085</u>
	\$ 9,100,000	\$ 2,090,500	\$ 2,600,000	\$ 774,547	\$ 19,650,000	\$ 7,763,093

¹ Supported with State utility aid due to location of Wisconsin Energy power plant in Oak Creek.

² Supported with tax increment revenues from Tax Incremental District No. 7.

	\$8,900,000 Taxable G.O. Notes, Ser 2015B - 5/19/15 ^{1,2}	
	Principal	
	12/01	Interest
2015		\$ 90,112
2016		200,250
2017		200,250
2018	\$ 8,900,000	100,125
	<u>8,900,000</u>	<u>590,737</u>
Less 2015		
Payments	-	<u>90,112</u>
	\$ 8,900,000	\$ 500,625

¹ Supported with tax increment revenues from TID No. 11.

² New Issue.

Total General Obligation Debt

	Total	Total	Total	Less:	Net
	<u>Principal</u>	<u>Interest</u>	<u>Debt Service</u>	<u>Offsetting</u>	<u>Debt Service</u>
				<u>Revenues</u> ¹	
2015	\$ 13,285,000	\$ 2,225,038	\$ 15,510,038	\$ 15,017,600	\$ 492,438
2016	26,675,000	2,211,087	28,886,087	28,378,275	507,812
2017	3,080,000	1,673,232	4,753,232	4,406,669	346,563
2018	11,050,000	1,515,124	12,565,124	12,224,562	340,562
2019	2,200,000	1,359,501	3,559,501	3,224,938	334,563
2020	2,250,000	1,293,186	3,543,186	3,214,811	328,375
2021	2,375,000	1,223,016	3,598,016	3,251,688	346,328
2022	2,450,000	1,140,641	3,590,641	3,252,438	338,203
2023	7,900,000	1,052,407	8,952,407	8,622,938	329,469
2024	1,825,000	772,937	2,597,937	2,597,937	-
2025	1,850,000	700,937	2,550,937	2,550,937	-
2026	1,950,000	626,438	2,576,438	2,576,438	-
2027	2,025,000	554,235	2,579,235	2,579,235	-
2028	2,100,000	473,953	2,573,953	2,573,953	-
2029	2,175,000	385,015	2,560,015	2,560,015	-
2030	2,250,000	298,375	2,548,375	2,548,375	-
2031	2,125,000	213,390	2,338,390	2,338,390	-
2032	2,175,000	137,407	2,312,407	2,312,407	-
2033	1,575,000	76,781	1,651,781	1,651,781	-
2034	<u>1,575,000</u>	<u>25,594</u>	<u>1,600,594</u>	<u>1,600,594</u>	-
	92,890,000	17,958,294	110,848,294	107,483,981	3,364,313
Less 2015					
Payments	<u>13,285,000</u>	<u>2,225,038</u>	<u>15,510,038</u>	<u>15,017,600</u>	<u>492,438</u>
	\$ 79,605,000	\$ 15,733,256	\$ 95,338,256	\$ 92,466,381	\$ 2,871,875

¹ Offsetting revenues include Tax Incremental District revenues and State utility aid.

Total Outstanding Revenue Debt Summary (As of May 19, 2015)

Waterworks System Revenue Debt

<u>Type of Obligation</u>	<u>Date of Issue</u>	<u>Original Amount Issued</u>	<u>Maturity Dates</u>	<u>Current Amount Outstanding</u>
Waterworks System Revenue Bonds	11/01/05	\$ 12,130,000	12/01/20	\$ 5,455,000
Waterworks System Revenue Bonds, Series 2010 ¹	1/13/10	879,848	5/01/29	656,384
Waterworks System Ref Rev Bonds	3/15/11	6,500,000	12/01/31	6,150,000
Waterworks System Revenue Bonds, Series 2011 ¹	11/23/11	5,889,853	5/01/31	5,160,968
Waterworks System Revenue Bonds, Series 2013 ¹	05/08/13	2,598,203	5/01/33	2,487,202
Waterworks System Revenue Bonds, Series 2014 ¹	05/28/14	5,471,070	5/01/34	<u>5,471,070</u> ²
		Outstanding Waterworks System Revenue Debt		25,380,624
		Less: 2015 Principal Payments		<u>(1,799,458)</u>
		Net Outstanding Waterworks System Revenue Debt		<u>\$ 23,581,166</u>

¹ The Waterworks System Revenue Bonds, Series 2010 dated January 13, 2010, the Waterworks System Revenue Bonds, Series 2011 dated November 23, 2011, the Waterworks System Revenue Bonds, Series 2013 dated May 8, 2013, and the Waterworks System Revenue Bonds, Series 2014 dated May 28, 2014, (collectively, the "SDWLs") are issued under the Safe Drinking Water Loan Program administered by the State of Wisconsin. The SDWLs are junior and subordinate to the Revenue Bonds dated November 1, 2005 and the Refunding Revenue Bonds dated March 15, 2011 of the Waterworks System (the "System") with respect to the pledge of the revenues of the System.

² As of April 8, 2015, \$1,968,019.52 of the total authorized amount has been disbursed.

Revenue Bond Debt Service Schedules

	\$12,130,000		\$879,848		\$6,500,000	
	Waterworks Sys		Waterworks Sys Rev Bonds,		Waterworks Sys Ref Rev	
	Rev Bonds - 11/01/05		Ser 2010 (SDWL) - 1/13/10		Bonds - 3/15/11	
	Principal	Interest	Principal	Interest	Principal	Interest
	<u>12/01</u>	<u>12/01</u>	<u>05/01</u>	<u>05/01</u>	<u>12/01</u>	<u>12/01</u>
2015	\$ 1,275,000	\$ 249,669	\$ 36,159	\$ 17,030	\$ 125,000	\$ 281,894
2016	1,325,000	197,075	37,123	16,053	125,000	278,456
2017	1,125,000	142,750	38,114	15,049	200,000	274,706
2018	550,000	86,500	39,131	14,018	250,000	267,706
2019	575,000	59,000	40,175	12,960	250,000	258,957
2020	605,000	30,250	41,247	11,874	275,000	248,956
2021			42,347	10,759	350,000	237,956
2022			43,477	9,614	350,000	223,956
2023			44,637	8,439	375,000	208,907
2024			45,828	7,232	400,000	192,500
2025			47,051	5,992	400,000	172,500
2026			48,306	4,720	425,000	152,500
2027			49,595	3,415	450,000	131,250
2028			50,918	2,074	475,000	108,750
2029			52,276	698	500,000	85,000
2030					575,000	60,000
2031					<u>625,000</u>	<u>31,250</u>
	<u>5,455,000</u>	<u>765,244</u>	<u>656,384</u>	<u>139,927</u>	<u>6,150,000</u>	<u>3,215,244</u>
Less 2015						
Payments	<u>1,275,000</u>	<u>249,669</u>	<u>36,159</u>	<u>17,030</u>	<u>125,000</u>	<u>281,894</u>
	\$ 4,180,000	\$ 515,575	\$ 620,225	\$ 122,897	\$ 6,025,000	\$ 2,933,350
	\$5,889,583		\$2,598,203		\$5,471,070	
	Waterworks Sys Rev Bonds,		Waterworks Sys Rev Bonds,		Waterworks Sys Rev Bonds,	
	Ser 2011 (SDWL) - 11/23/11		Ser 2013 (SDWL) - 5/08/13		Ser 2014 (SDWL) - 5/28/14 ¹	
	Principal	Interest	Principal	Interest	Principal	Interest
	<u>05/01</u>	<u>05/01</u>	<u>05/01</u>	<u>05/01</u>	<u>05/01</u>	<u>05/01</u>
2015	\$ 253,635	\$ 110,752	\$ 109,664	\$ 46,824		\$ 105,318
2016	259,215	105,110	111,775	44,692	\$ 241,227	102,997
2017	264,918	99,345	113,927	42,519	245,871	98,308
2018	270,746	93,452	116,120	40,305	250,604	93,529
2019	276,703	87,430	118,355	38,049	255,428	88,659
2020	282,790	81,276	120,634	35,748	260,345	83,695
2021	289,012	74,986	122,956	33,403	265,357	78,634
2022	295,370	68,558	125,323	31,014	270,465	73,477
2023	301,868	61,988	127,735	28,578	275,671	68,221
2024	308,509	55,274	130,194	26,096	280,978	62,863
2025	315,296	48,412	132,700	23,566	286,387	57,402
2026	322,233	41,399	135,255	20,986	291,900	51,836
2027	329,322	34,232	137,859	18,357	297,519	46,163
2028	336,567	26,907	140,512	15,679	303,246	40,381
2029	343,972	19,421	143,217	12,947	309,083	34,487
2030	351,539	11,771	145,975	10,163	315,033	28,480
2031	359,273	3,952	148,784	7,327	321,098	22,357
2032			151,649	4,434	327,279	16,116
2033			154,568	1,487	333,579	9,756
2034					<u>340,000</u>	<u>3,273</u>
	<u>5,160,968</u>	<u>1,024,265</u>	<u>2,487,202</u>	<u>482,174</u>	<u>5,471,070</u>	<u>1,165,952</u>
Less 2015						
Payments	<u>253,635</u>	<u>110,752</u>	<u>109,664</u>	<u>46,823</u>	<u>-</u>	<u>105,318</u>
	\$ 4,907,333	\$ 913,513	\$ 2,377,538	\$ 435,351	\$ 5,471,070	\$ 1,060,634

¹ Debt service based on full amount of the Safe Drinking Water Loan dated on May 28, 2014. As of April 8, 2015, \$1,968,019.52 of the total authorized amount has been disbursed.

Total Waterworks System Debt Service and Coverage

	Total <u>Principal</u>	Total <u>Interest</u>	Total <u>Debt Service</u>	Total <u>Debt Service Less SDWLs</u>	<u>Coverage</u> ¹
2015	\$ 1,799,458	\$ 811,486	\$ 2,610,944	\$ 1,931,563	3.10
2016	2,099,341	744,382	2,843,723	1,925,531	3.11
2017	1,987,830	672,677	2,660,507	1,742,456	3.43
2018	1,476,601	595,510	2,072,111	1,154,206	5.18
2019	1,515,661	545,055	2,060,716	1,142,957	5.23
2020	1,585,016	491,799	2,076,815	1,159,206	5.16
2021	1,069,672	435,738	1,505,410	587,956	10.17
2022	1,084,635	406,619	1,491,254	573,956	10.42
2023	1,124,911	376,133	1,501,044	583,907	10.24
2024	1,165,509	343,965	1,509,474	592,500	10.09
2025	1,181,434	307,872	1,489,306	572,500	10.45
2026	1,222,694	271,441	1,494,135	577,500	10.36
2027	1,264,295	233,417	1,497,712	581,250	10.29
2028	1,306,243	193,791	1,500,034	583,750	10.25
2029	1,348,548	152,554	1,501,102	585,000	10.22
2030	1,387,546	110,415	1,497,961	635,000	9.42
2031	1,454,156	64,885	1,519,041	656,250	9.11
2032	478,927	20,551	499,478	-	-
2033	488,147	11,243	499,390	-	-
2034	340,000	3,273	343,273	-	-
	<u>25,380,624</u>	<u>6,792,806</u>	<u>32,173,430</u>	<u>15,585,488</u>	
Less 2015 Payments	<u>1,799,458</u>	<u>811,486</u>	<u>2,610,944</u>	<u>1,931,563</u>	
	\$ 23,581,166	\$ 5,981,320	\$ 29,562,486	\$ 13,653,925	

¹ Coverage based on audited 2013 net revenues of \$5,980,786 on Total Debt Service less SDWLs.

Debt Ratios

Outstanding general obligation, direct debt as a percentage of equalized value and on a per capita basis as of May 19, 2015, and for the previous five years as of December 31 as follows:

Ratios of General Obligation Debt to
Equalized Valuation and Population

<u>Year</u>	<u>Outstanding General Obligation Debt</u>	<u>Equalized Valuation</u>	<u>Percent of Equalized Value</u>	<u>Population</u> ¹	<u>Per Capita</u>
2015	\$ 91,065,000 ²	\$ 2,952,097,300	3.08%	34,707	\$ 2,623.82
2014	84,840,000 ²	2,952,097,300	2.87	34,707	2,444.46
2013	68,725,000	2,921,983,900	2.35	34,695	1,980.83
2012	23,410,000	2,932,766,600	0.80	34,530	677.96
2011	14,415,000	3,088,952,200	0.47	34,495	417.89
2010	16,046,302	3,113,583,000	0.52	34,451	465.77

¹ Estimated by the Wisconsin Department of Administration. 2010 population is per the 2010 U.S. Census.

² Unaudited.

Indirect Debt

The indirect general obligation debt of the City as of April 15, 2015 is listed below.

<u>Governmental Unit</u>	<u>Outstanding Debt as of April 15, 2015 (Less: 2015 Payments)</u>	<u>Percent of Debt Within City</u>	<u>Amount of Debt Within City</u>
Oak Creek-Franklin School District	\$ 99,875,000	82.52%	\$ 82,416,850
Milwaukee County	622,804,246	5.17	32,198,980
Milwaukee Metropolitan Sewerage District ¹	849,299,372	5.27	44,758,077
Milwaukee Area Technical College ²	81,225,000	4.17	3,387,083
			<u>\$ 162,760,990</u>

¹ The Sewerage District expects to issue \$100 million in general obligation bonds in April 2015, and to draw approximately \$8.0 million in Clean Water Fund Loans ("CWF Loans") in the remainder of 2015. The CWF Loans are supported by the full faith and credit of the Sewerage District.

² Anticipated financings through November 2015 total approximately \$36.0 million.

Total Indirect Debt	\$ 162,760,990
Indirect Debt Per Capita	\$ 4,689.57
Indirect Debt as a % of Equalized Value	5.51%
Total Direct Debt	\$ 79,605,000
Total Direct Debt Per Capita	\$ 2,293.63
Total Direct Debt as a % of Equalized Value	2.70%
Total Direct and Indirect Debt	\$ 242,365,990
Total Direct and Indirect Debt Per Capita	\$ 6,983.20
Total Direct and Indirect Debt as a % of Equalized Value	8.21%

Short-Term Debt

The City has no outstanding short-term debt.

Legal Debt Limit

The City has the power to incur indebtedness for City purposes specified by statute (Article 11 Section 3 of the Wisconsin Constitution and Chapter 67, Wisconsin Statutes) in an aggregate amount, not exceeding five percent of the equalized value of taxable property in the City, as last determined by the State of Wisconsin Department of Revenue. In general, such indebtedness may be in the form of bonds and promissory notes for various public purposes.

The City's unused borrowing capacity is as follows:

Equalized Value of Taxable Property in the City for 2014	\$ 2,952,097,300
Outstanding General Obligation Debt as of May 19, 2015, Including New Issue of \$8,900,000	\$ 91,065,000
Less: Remaining 2015 Principal Payments	<u>(11,460,000)</u>
Net General Obligation Debt Outstanding	\$ 79,605,000
Legal Debt Capacity (5% of Equalized Value)	\$ 147,604,865
Unused Margin of Indebtedness	\$ 67,999,865
Percent of Unused Margin of Indebtedness	46.07%

No Default on City Indebtedness

The City has never defaulted on any of its prior or outstanding indebtedness.

City of Oak Creek

Health Insurance Cost History 2003-2014

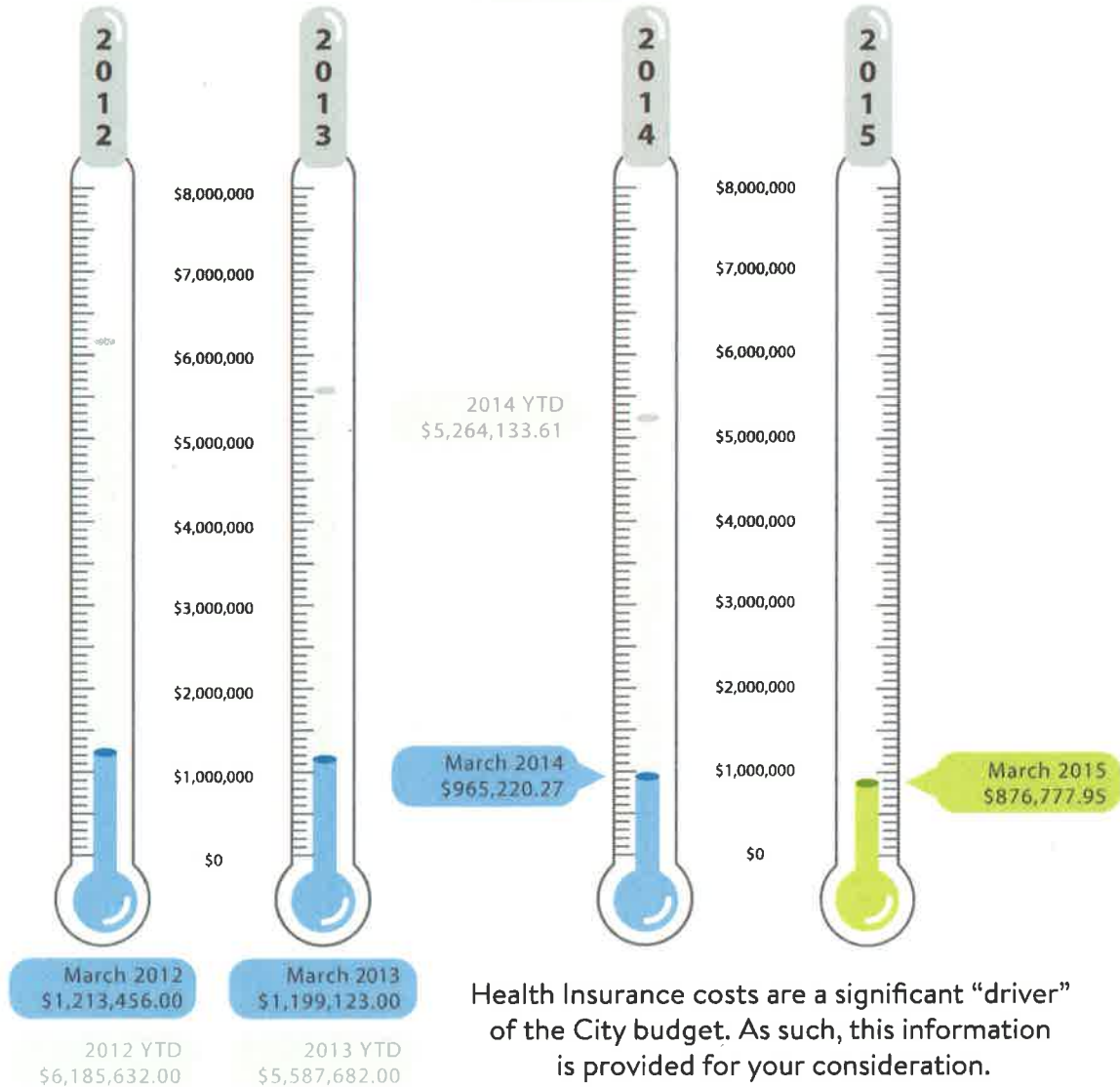
YEAR	PAID CLAIMS		PAID BY			TOTAL TAX LEVY	% CHANGE	ENDING		
	PAID CLAIMS	ADMIN FEES	STOP LOSS	NET COSTS	% CHANGE			FUND BALANCE	% CHANGE	
2014	\$ 4,632,436	\$ 836,961	\$ 136,805	\$ 5,332,592	-6.0%	\$ 19,201,557	0.6%	\$ 1,259,594	89.3%	
2013	\$ 4,894,167	\$ 869,651	\$ 88,113	\$ 5,675,705	-8.2%	\$ 19,087,115	0.9%	\$ 665,369	201.5%	
2012	\$ 5,596,715	\$ 863,621	\$ 274,704	\$ 6,185,632	-13.5%	\$ 18,909,370	0.5%	\$ 220,669	15.5%	
2011	\$ 7,328,695	\$ 675,800	\$ 852,646	\$ 7,151,849	12.1%	\$ 18,819,420	-0.2%	\$ 191,107	-83.3%	
2010	\$ 6,439,900	\$ 662,500	\$ 722,700	\$ 6,379,700	13.7%	\$ 18,861,420	0.3%	\$ 1,145,957	-45.3%	
2009	\$ 5,036,100	\$ 663,500	\$ 90,700	\$ 5,608,900	4.8%	\$ 18,807,600	1.2%	\$ 2,093,659	-18.3%	
2008	\$ 5,022,100	\$ 651,500	\$ 319,400	\$ 5,354,200	7.6%	\$ 18,585,140	2.3%	\$ 2,562,438	-11.6%	
2007	\$ 4,907,000	\$ 539,500	\$ 468,700	\$ 4,977,800	16.4%	\$ 18,164,740	4.0%	\$ 2,897,390	9.8%	
2006	\$ 3,992,600	\$ 475,000	\$ 189,800	\$ 4,277,800	-6.3%	\$ 17,461,998	2.6%	\$ 2,638,777	34.9%	
2005	\$ 4,567,775	\$ 449,825	\$ 453,000	\$ 4,564,600	12.8%	\$ 17,013,363	3.0%	\$ 1,955,473	-0.1%	
2004	\$ 3,810,050	\$ 428,950	\$ 194,000	\$ 4,045,000	11.9%	\$ 16,513,363	1.6%	\$ 1,957,272	24.9%	
2003	\$ 3,388,800	\$ 419,700	\$ 192,400	\$ 3,616,100		\$ 16,251,238		\$ 1,566,495		
AVERAGE ANNUAL INCREASE:				\$ 205,961	5.1%	\$ 283,588	1.6%		12.8%	
AVERAGE ANNUAL LEVY INCREASE NEEDED TO COVER HEALTH COSTS:							1.6%			
DIFFERENCE:							0.0%			

2018 "Cadillac" Tax Thresholds: Single - \$10,200 Family - \$27,500

Health Insurance Premium History 2005-2015

Insurance Type	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
											Police/Fire	Others
Family	\$1,474.69	\$1,381.11	\$1,353.02	\$1,625.80	\$1,727.96	\$1,851.14	\$1,909.53	\$2,211.40	\$2,137.28	\$1,960.42	\$1,640.02	\$1,828.90
Employee +1								\$1,555.51	\$1,505.58	\$1,378.27	\$1,157.54	\$1,290.58
Employee	\$556.75	\$584.47	\$523.11	\$624.99	\$661.23	\$710.29	\$833.05	\$844.83	\$821.12	\$754.64	\$634.75	\$707.32

Paid Claims



Health Insurance costs are a significant "driver" of the City budget. As such, this information is provided for your consideration.

OAK CREEK QUICK FACTS

People QuickFacts

	<u>Oak Creek</u>	<u>Wisconsin</u>
Population, 2013 estimate	35,008	5,742,953
Population, 2010	34,452	5,687,289
Population, percent change, April 2010 - July 2013	1.60%	1.00%
Population, 2010	34,451	5,686,986
Persons under 5 years, percent, 2010	6.5%	6.3%
Persons under 18 years, percent, 2010	23.6%	23.6%
Persons 65 years and over, percent, 2010	11.0%	13.7%
Female persons, percent, 2010	50.9%	50.4%
White persons, percent, 2010 (a)	87.7%	86.2%
Black persons, percent, 2010 (a)	2.8%	6.3%
American Indian and Alaska Native persons, percent, 2010 (a)	0.7%	1.0%
Asian persons, percent, 2010 (a)	4.5%	2.3%
Native Hawaiian and Other Pacific Islander, percent, 2010 (a)	Z	0.0%
Persons reporting two or more races, percent, 2010	2.1%	1.8%
Persons of Hispanic or Latino origin, percent, 2010 (b)	7.5%	5.9%
White persons not Hispanic, percent, 2010	83.0%	83.3%

Living in same house 1 year & over, 2009-2013	87%	85.80%
Foreign born persons, percent, 2009-2013	7.2%	4.70%
Language other than English spoken at home, pct age 5+, 2009-2013	12.10%	8.60%
High school graduates, percent of persons age 25+, 2009-2013	93.20%	90.40%
Bachelor's degree or higher, pct of persons age 25+, 2009-2013	29.80%	26.80%
Mean travel time to work (minutes), workers age 16+, 2009-2013	23.9	21.7
Housing units, 2010	14,754	2,624,358
Homeownership rate, 2009-2013	61.00%	68.10%
Housing units in multi-unit structures, percent, 2009-2013	39.70%	25.40%
Median value of owner-occupied housing units, 2009-2013	\$214,200	\$167,100
Households, 2009-2013	14,066	2,288,332
Persons per household, 2009-2013	2.45	2.43
Per capita money income in past 12 months (2013 dollars) 2009-2013	\$32,186	\$27,523
Median household income 2009-2013	\$65,813	\$52,413
Persons below poverty level, percent, 2009-2013	7.20%	13%

Business QuickFacts

Total number of firms, 2007	2,298	433,797
Black-owned firms, percent, 2007	S	2.6%
American Indian- and Alaska Native-owned firms, percent, 2007	F	0.6%
Asian-owned firms, percent, 2007	2.1%	1.6%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	S
Hispanic-owned firms, percent, 2007	4.1%	1.3%
Women-owned firms, percent, 2007	29.5%	25.9%
Manufacturers shipments, 2007 (\$1000)	2,478,622	163,563,195
Merchant wholesaler sales, 2007 (\$1000)	794,409	59,996,244
Retail sales, 2007 (\$1000)	588,590	72,283,321
Retail sales per capita, 2007	\$17,710	\$12,904
Accommodation and food services sales, 2007 (\$1000)	50,260	9,247,311

Geography QuickFacts

Land area in square miles, 2010	28.45	54,157.80
Persons per square mile, 2010	1,211.0	105

Wisconsin Department of Workforce Development
Labor Market Information
Local Area Unemployment Statistics (LAUS)
Not Seasonally Adjusted - Annual Averages

	<u>2012</u>	<u>2013</u>
<u>Wisconsin</u>		
Labor Force	3,062,636	3,074,589
Employment	2,850,352	2,867,901
Unemployment	212,284	206,687
Rate	6.9%	6.7%
<u>Milwaukee County</u>		
Labor Force	459,596	461,269
Employment	420,701	423,010
Unemployment	38,895	38,259
Rate	8.5%	8.3%
<u>Oak Creek, City of</u>		
Labor Force	20,296	20,368
Employment	19,040	19,145
Unemployment	1,256	1,223
Rate	6.2%	6.0%

Milwaukee-WOW Workforce Development Areas Industry Employment Projections, 2008-2018
(Milwaukee, Washington, Ozaukee, and Waukesha counties)

NAICS	Industry Title	Employment ⁽¹⁾			
		2008 Estimate	2018 Projection	Change	% Change
	Total, All Nonfarm Industries	838,420	876,130	37,710	4.5%
1133, 21, 23	Construction/Mining/Natural Resources	33,630	35,460	1,830	5.4%
31-33	Manufacturing	130,450	117,270	- 13,190	- 10.1%
333	Machinery Manufacturing	22,100	21,210	- 890	- 4.0%
332	Fabricated Metal Product Manufacturing	23,550	21,200	- 2,350	- 10.0%
323	Printing and Related Support Activities	12,550	10,780	- 1,770	- 14.1%
42, 44-45	Trade	120,550	120,440	- 120	- 0.1%
423	Merchant Wholesalers, Durable Goods	26,070	26,100	30	0.1%
48-49, 22	Transportation and Utilities (Including US Postal)	34,800	35,440	650	1.9%
52-53	Financial Activities	57,040	58,290	1,250	2.2%
61-62	Education and Health Services (Including State and Local Government)	174,740	202,010	27,280	15.6%
611	Educational Services (Including State and Local Government)	59,160	59,950	790	1.3%
621	Hospitals (Including State and Local Government)	35,100	42,610	7,510	21.4%
71-72	Leisure and Hospitality	69,720	73,900	4,190	6.0%
51, 54-56, 81	Information/Prof. Services/Other Services	177,120	191,640	14,530	8.2%
	Government (Excluding US Postal, State and Local Education and Hospitals) ⁽²⁾	40,380	41,670	1,300	3.2%

Notes:

- ⁽¹⁾ Employment is a count of jobs rather than people, and includes all part- and full-time nonfarm jobs. Employment does not include jobs among self-employed, unpaid family, or railroad workers. Employment is rounded to the nearest ten, with employment less than five rounded to zero. Totals may not add due to rounding.
- ⁽²⁾ Government employment includes tribal owned operations, which are part of Local Government employment. Information is derived using 2008 CES and 2008 QCEW data. Unpublished data from the US Bureau of Labor Statistics and the US Census Bureau is also used. To the extent possible, the projections take into account anticipated changes in Wisconsin's economy from 2008 to 2018. It is important to note that unanticipated events may affect the accuracy of the projections.

Source: Office of Economic Advisors, Wisconsin Department of Workforce Development, April 2011

Projections Methodology:

Victoria Udalova
(608) 267-9607
Victoria.Udalova@dwd.wisconsin.gov

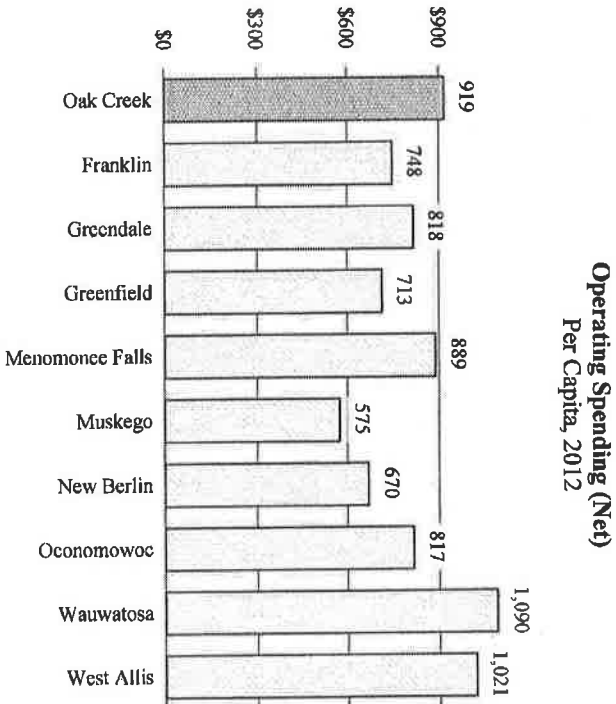
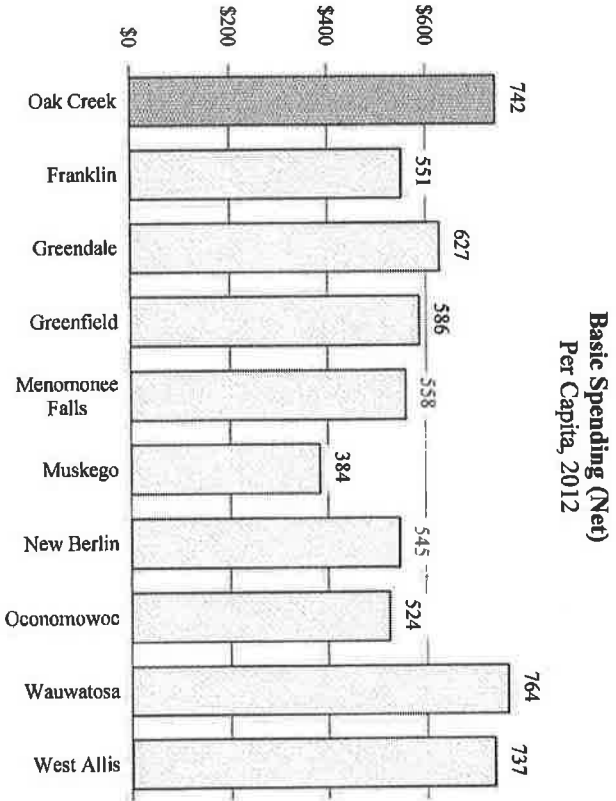
Dan Barroilhet
(608) 267-7314
Dan.Barroilhet@dwd.wisconsin.gov

Local Economist:

Elizabeth Falk
(262) 638-6602
Elizabeth.Falk@dwd.wisconsin.gov

Per Capita Spending Basic and Operating

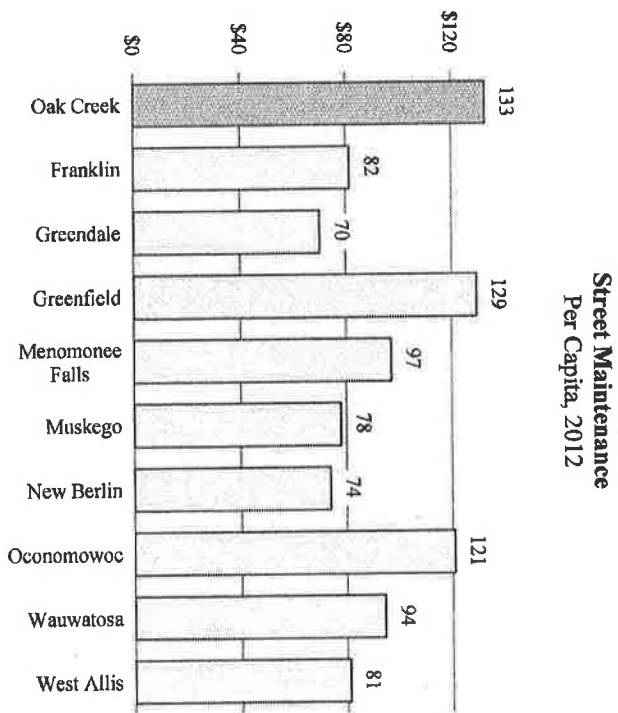
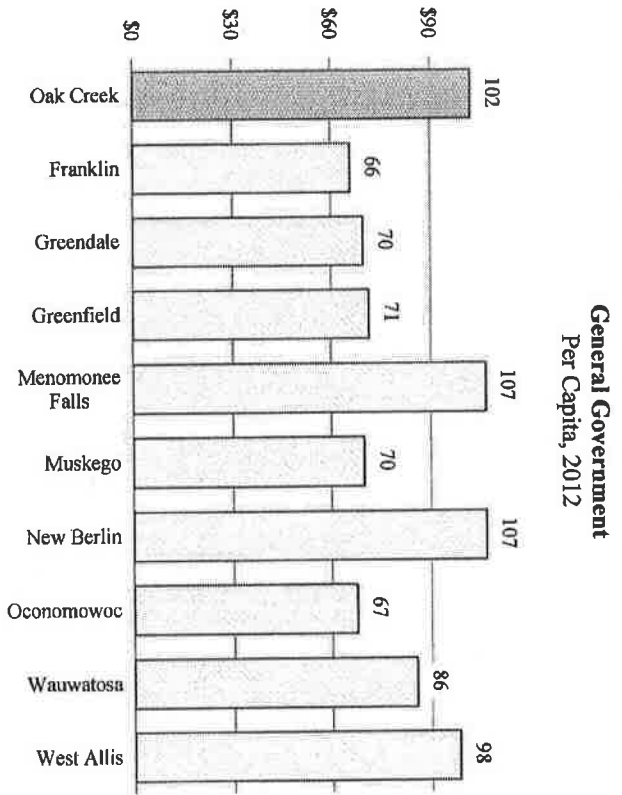
Basic spending is a measure of what a community spends on core services: general government, street maintenance, fire-ambulance, and police. Operating spending is broader. It includes basic spending as well as other expenditures, such as those for health and human services, recreation, and public works. Only debt service and capital payments are excluded. For both measures, revenues received from other municipalities for fire or police services are netted out. Among the 244 cities and villages studied, 2012 basic spending averaged \$552, while operating spending averaged \$823.



Per Capita Spending

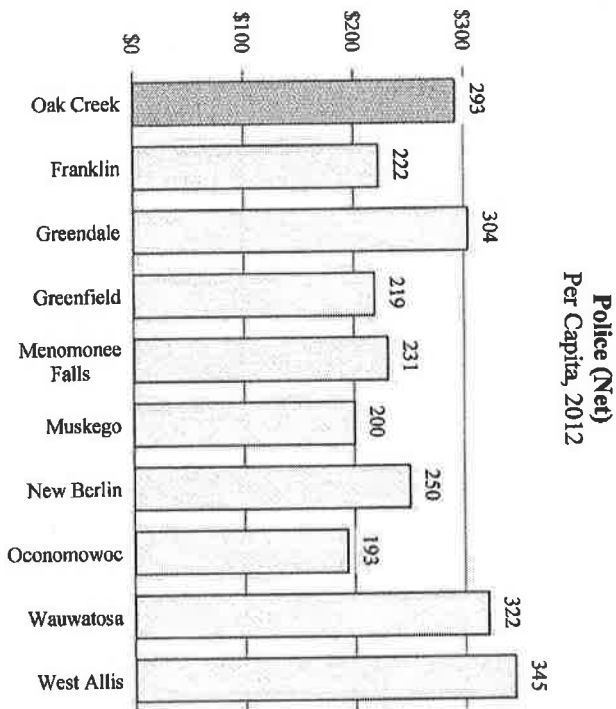
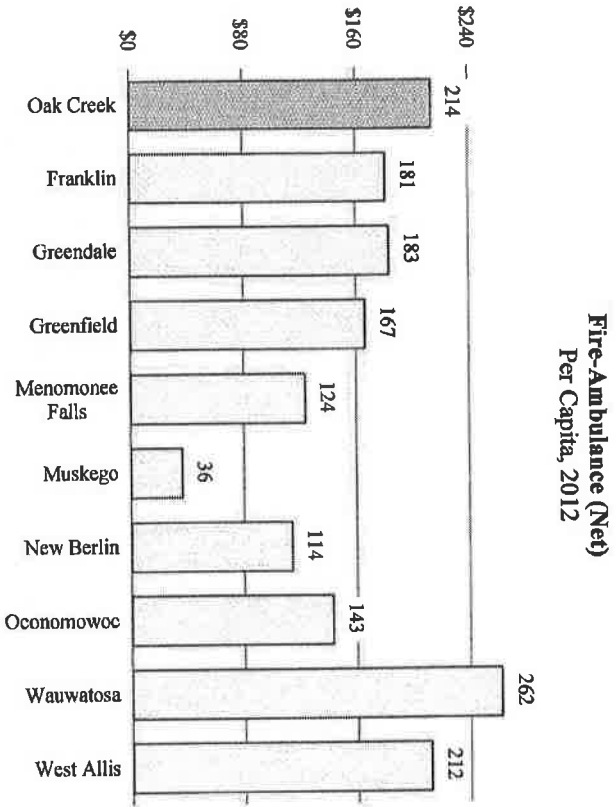
General Government and Street Maintenance

General government spending includes expenditures for general and financial administration, legislative functions, legal services, and general buildings and plant. Street maintenance costs include road maintenance, street lighting, highway administration, and sewer. Among the 244 municipalities studied, general government averaged \$81 per capita, street maintenance \$107.



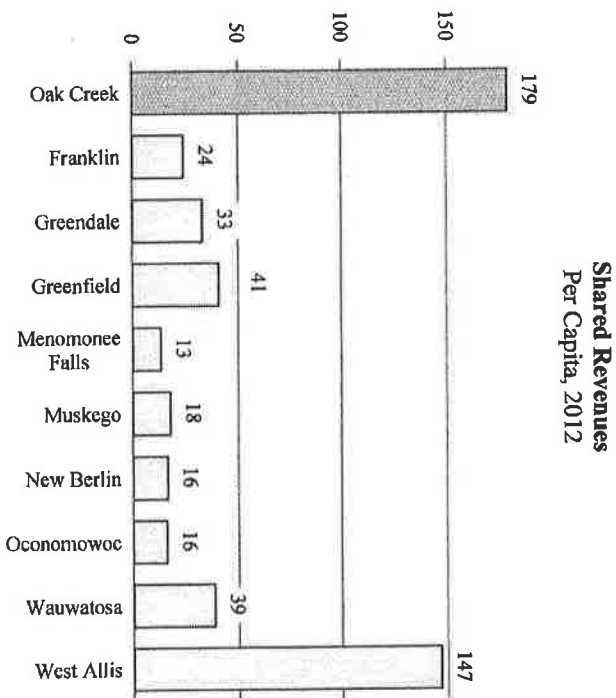
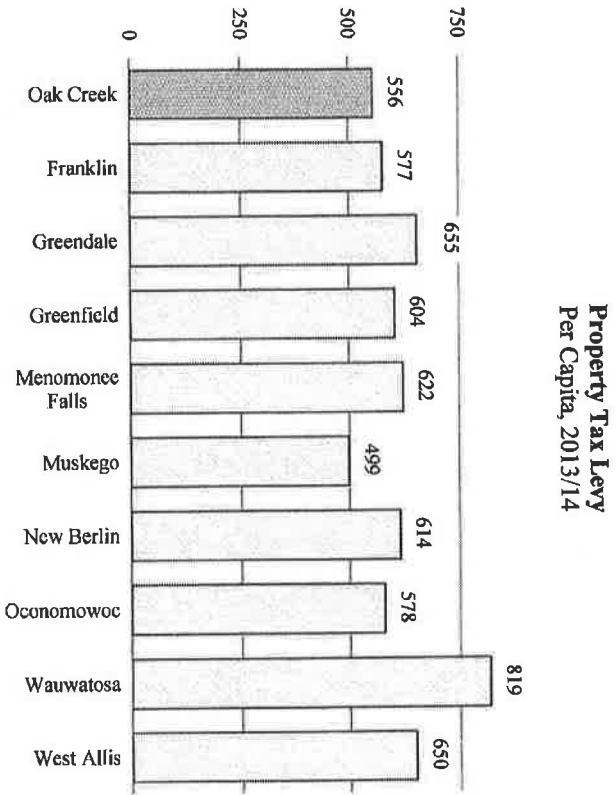
Per Capita Spending Fire and Police

Fire-ambulance expenditures include the costs of operating a fire department and providing mobile emergency care. They can include payments to other municipalities or private companies if a municipality does not provide its own service. Revenues received for providing fire-ambulance service to other communities are subtracted. Police spending includes expenditures for providing fire-ambulance service to other communities are subtracted. Police spending includes expenditures for traffic patrol, criminal investigation, and other police activities. Again, revenues for providing these services to other municipalities are subtracted. Fire-ambulance spending averaged \$137 per capita among all municipalities studied; police spending, \$227.



Property Taxes and Shared Revenues Per Capita

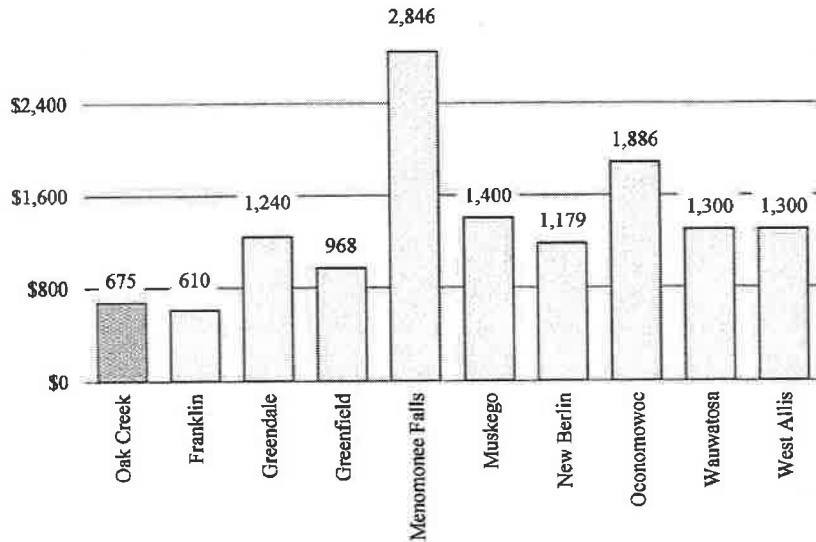
Property taxes are the largest revenue source for most Wisconsin municipalities. Since 2005, municipalities have been under state-imposed levy limits. The state shared revenue program distributes state taxes to local governments for discretionary use. Declines in shared revenues can sometimes be accompanied by property tax increases. Among 244 municipalities studied, property taxes averaged \$545 per capita, shared revenues \$127.



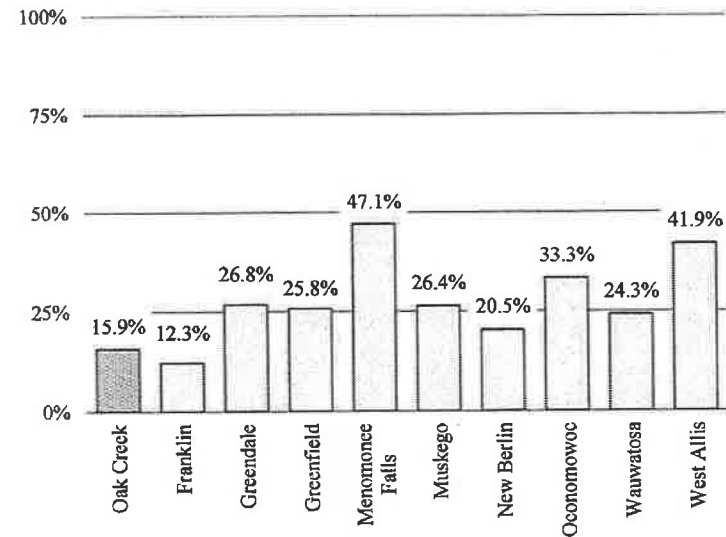
General Obligation Debt

General obligation debt is backed by the full faith, credit, and taxing power of the issuing government. Governments are legally obligated to levy the taxes necessary to meet the debt service payments. Under state law, general obligation debt is generally limited to 5.0% of total equalized value of real and personal property, including the value of property in tax incremental financing (TIF) districts. As a result, property-rich municipalities are able to assume more debt than property-poor ones. The charts below show general obligation debt per capita, and as a percentage of the state limit.

**General Obligation Debt
Per Capita, 2012**



**General Obligation Debt
As % of State Limit, 2012**

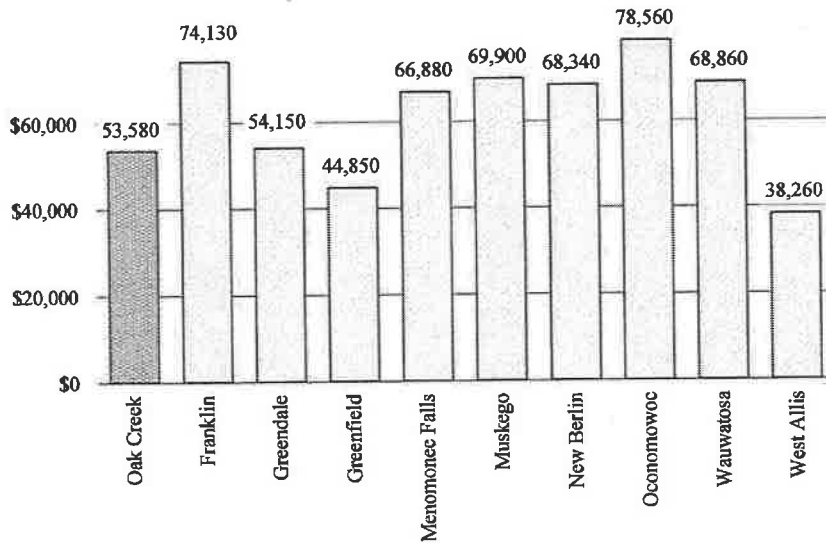


Miscellaneous Characteristics

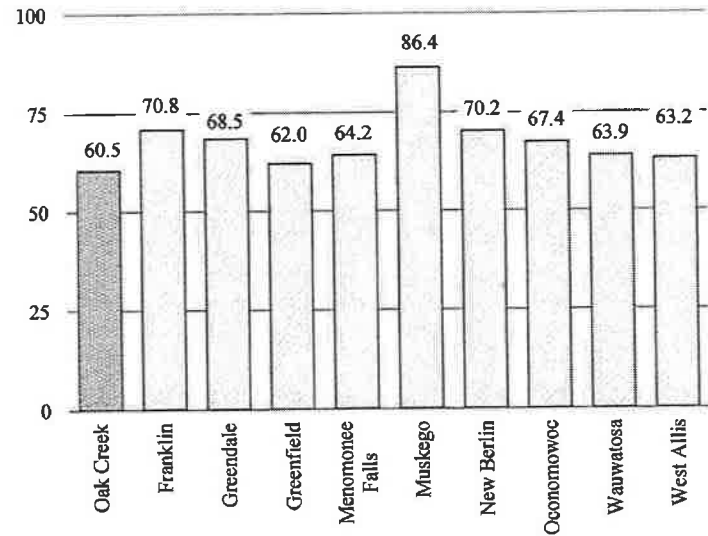
Income and Percentage Residential

Average adjusted gross income from state tax returns is one measure of the economic well-being of a community. The residential share of the property tax base measures the share of the property tax burden borne by homeowners and renters. Statewide, about 70% of taxable property is residential.

**Wisconsin Adjusted Gross Income
Per Return, 2012**



**Residential Property
% of Property Residential, 2013**



City of Oak Creek Common Council Report

Meeting Date: 7/7/15
Item No.: 9

Recommendation: That the Common Council adopt Resolution No. 11629-070715, a Resolution Approving a Storm Sewer Easement Agreement and a Right of Way Agreement by and between Barrett Visionary Development, LLC, and the City of Oak Creek and an Access Agreement by and among One West Drexel, LLC ("OWD"), Emerald Row, LLC ("Emerald Row"), Barrett Visionary Development, LLC ("Barrett") and the City of Oak Creek.

Background: As part of the development of Drexel Town Square, Barrett Visionary Development, LLC, is set to begin construction of a 167 unit multi-family apartment complex consisting of a four-story building, known as Emerald Row Apartments, with an underground parking garage for approximately 149 parking spaces in addition to 57 surface parking spaces, a commercial space and a swimming pool. As part of that development, the City is requiring:

- A 30 foot Storm Sewer Easement over Lot 3 of the proposed Certified Survey Map
- A 30.5 foot Right of Way Agreement over the eastern portion of Lot 3
- A 10 foot Right of Way Agreement to allow pedestrians to walk from 6th Street to the new park west of Drexel Town Square over Lot 3
- An 8 foot Access Agreement to allow pedestrians to walk from 6th Street to the new park over Lot 2 of CSM 8677
- A 30.5 foot Right of Way Agreement over the eastern portion of Lot 3 for vehicles
- A 22 foot Access Easement on the west side of Lots 1 and 3 to accommodate pedestrians accessing the new park.

The Easements as drafted and as executed implement this proposal. They are attached.

Fiscal Impact: The City is not compensating Barrett for these Easements. The Easements are being granted as part of the Certified Survey Map approval process.

Prepared by:



Melissa L. Karls
City Attorney

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Approved by:



Michael Simmons
City Engineer

RESOLUTION NO. 11629 - 070715

RESOLUTION APPROVING A STORM SEWER EASEMENT AGREEMENT AND A RIGHT OF WAY AGREEMENT BY AND BETWEEN BARRETT VISIONARY DEVELOPMENT, LLC, AND THE CITY OF OAK CREEK AND AN ACCESS AGREEMENT BY AND AMONG ONE WEST DREXEL, LLC (“OWD”), EMERALD ROW, LLC (“EMERALD ROW”), BARRETT VISIONARY DEVELOPMENT, LLC (“BARRETT”) AND THE CITY OF OAK CREEK
(Emerald Row Apartments)
(Drexel Town Square)
(2nd Aldermanic District)

BE IT RESOLVED that the Storm Sewer Easement Agreement and the Right of Way Agreement by and between Barrett Visionary Development, LLC, and the City of Oak Creek and an Access Agreement by and among One West Drexel, LLC (“OWD”), Emerald Row, LLC (“Emerald Row”), Barrett Visionary Development, LLC (“Barrett”) and the City of Oak Creek be and the same are hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the same in behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of July, 2015.

Passed and adopted this 7th day of July, 2015.

President, Common Council

Approved this 7th day of July, 2015.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

STORM SEWER EASEMENT AGREEMENT

THIS STORM SEWER EASEMENT AGREEMENT, made this _____ day of _____, 2015, by and between Barrett Visionary Development, LLC, a Wisconsin limited liability company ("Grantor"), and the City of Oak Creek, a Wisconsin municipal corporation ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of a certain parcel of real property situated in the City of Oak Creek, County of Milwaukee, Wisconsin, and more particularly described on Exhibit A attached hereto (the "Grantor Parcel");

WHEREAS, Grantor desires to convey and Grantee desires to accept a perpetual easement through and under a portion of the Grantor Parcel, as more particularly set forth on Exhibit B attached hereto (the "Easement Area"), to construct, maintain, operate and reconstruct where necessary a storm water drainage system and appurtenances thereto (the "Public Storm Sewer System"), and to address certain matters related to the future use and maintenance of the Public Storm Sewer System and other issues relating to the Grantor Parcel as set forth herein.

WITNESSETH

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to Grantee, and Grantee hereby accepts from Grantor, a perpetual, non-exclusive easement through and under the Easement Area for the purpose of continuing to use and operate the existing Public Storm Sewer System and to permit the conveyance of storm water and other natural waters through and under the Grantor Parcel (the "Easement"). This Easement shall include the right by Grantee and its agents to access those parts of the Grantor Parcel, as necessary, for the purpose of inspecting, repairing, maintaining, and replacing the Public Storm Sewer System, upon no less than 24 hours prior written notice to Grantor (unless there is an emergency, in which event, no prior written notice shall be required) and during such time, that such maintenance and repair will not adversely impact or interfere with Grantor's or its tenants' use of Grantor Parcel.

2. Grantee, at its sole cost and expense and in a timely fashion, shall maintain the Public Storm Sewer System in good working order and shall make any improvements, repairs, replacements, or alterations to the Public Storm Sewer System (collectively the "Improvements") as deemed necessary by Grantee. If Improvements are needed or determined necessary, Grantee will (i) not unreasonably interfere with the business operations of Grantor or its tenants, (ii) make said Improvements with a minimum disruption to the Grantor Parcel and as expediently as

reasonably possible, (iii) return, repair and restore the Easement Area to the condition it was in immediately prior to the commencement of any Improvements, and (iv) not damage or adversely affect any other improvements located on the Grantor Parcel.

3. Grantor reserves the right to use the land within the Easement Area for any purpose consistent with the rights granted herein to Grantee including, without limitation, for driveway purposes. Notwithstanding the forgoing, Grantor shall place no permanent structures or obstructions of any kind in the Easement Area that conflict with the terms of this Agreement or that conflict with Grantee's use of the Easement; provided however, Grantor expressly reserves the right to relocate the Public Storm Sewer System and Easement Area in the event Grantor desires to further develop the Grantor Parcel in such a manner that would interfere with or disrupt Grantee's operation of the Public Storm Sewer System. Notwithstanding the foregoing, the parties agree that driveway paving, asphalt and concrete are permitted to be in the Easement Area. Any such relocation of the Public Storm Sewer System and Easement Area shall be as mutually agreed upon by Grantor and Grantee.

4. This Agreement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto and to the respective heirs, successors and assigns. This Agreement shall not operate to convey to Grantee the fee title to any part of the Easement Area or the Grantor Parcel.

5. If the Public Storm Sewer System is discontinued or abandoned for the purpose granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, the City agrees to re-convey by quit claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

6. The City shall and hereby does agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss of damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid storm water sewer and appurtenances thereto.

7. If Grantee undertakes or makes any improvements to the Public Storm Sewer System and fails to uphold its repair and/or its restoration obligations with respect to the Easement Area, Grantor shall have the right, but not the obligation, to cure any such default upon first providing Grantee with ten (10) days prior written notice of such default. If Grantee fails to commence or cure the default during such ten (10) day period, then Grantor shall have the right to undertake such matters and to charge for and collect from Grantee all reasonable costs and expenses in connection with such default, which such costs and expenses shall be paid within thirty (30) days after Grantor's demand and invoices therefore. Any expenses and other amounts due Grantor thereunder which are not paid in good funds after thirty (30) days written notice shall bear interest at the rate of 12% per annum until paid.

8. This Agreement is made in the State of Wisconsin, its validity, construction, and all rights under it shall be governed by Wisconsin Law.

9. No waiver of, acquiescence in, or consent to any default in any term, covenant, or condition of this Agreement shall be construed as or constitute a waiver of, acquiescence in, or consent to any other, further, or succeeding default in the same or any other term, covenant or condition.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

GRANTOR:

BARRETT VISIONARY DEVELOPMENT, LLC

By: _____
Richard Barrett, Manager

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

On this _____ day of _____, 2015, personally came before Richard Barrett, Manager of Emerald Row, LLC and Manager of Barrett Visionary Development, LLC, to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.

Notary Public, Milwaukee County, WI

My commission expires: _____

GRANTEE:

CITY OF OAK CREEK

By: _____
Stephen Scaffidi, Mayor

By: _____
Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

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

Notary Public, Milwaukee County, WI

My commission expires: _____

This instrument was drafted by:
Adam J. Tutaj, Esq.
Meissner Tierney Fisher & Nichols S.C.
111 E. Kilbourn Ave., 19th Floor
Milwaukee, WI 53202-6622

Approved as to form by:

Lawrence J. Haskin, City Attorney
Notary Public
My commission is permanent.

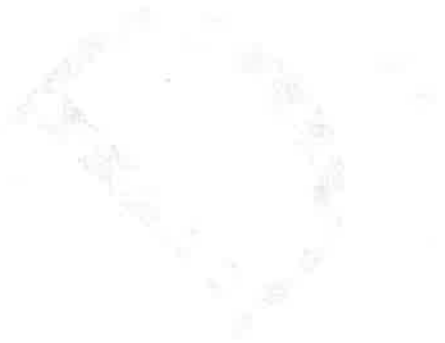
EXHIBIT A

Grantor Parcel



EXHIBIT B

Easement Area



RIGHT OF WAY AGREEMENT

This Right of Way Agreement (the "Agreement") is made as of the ____ day of _____, 2015, by and between Barrett Visionary Development, LLC, a Wisconsin limited liability company ("Barrett"), and the City of Oak Creek, a Wisconsin municipal corporation (the "City")

RECITALS

- A. Barrett Visionary Development, LLC, ("Barrett") owns that certain real property situated in the City of Oak Creek, County of Milwaukee, Wisconsin, and more particularly described on EXHIBIT 1 (the "Barrett Property");
- B. The Barrett Property is contained within a larger commercial development known as Drexel Town Square ("DTS");
- C. The parties desire a vehicle ingress and egress access right of way over and across a certain section of the Barrett Property as described on the attached EXHIBIT 2 (the "Vehicle Right of Area") for members of the public.
- D. The parties desire a pedestrian access right of way over and across certain a certain section of the Barrett Property as described on the attached EXHIBIT 3 (the "Pedestrian Right of Area") for members of the public.
- E. The Vehicle Right of Way and Pedestrian Right of Way being hereinafter referred to collectively as, the "Right of Way Areas."
- F. The foregoing recitals are incorporated herein and made part of this Agreement.

GRANT OF RIGHT OF WAY

A. Barrett hereby grants to City and to the public a perpetual, non-exclusive right of way, without charge, for vehicle access, ingress and egress, on and over the Vehicle Right of Way Area so as to allow the public to travel freely thereon between the adjoining parcels within DTS and the roadways serving DTS.

B. Barrett hereby grants to City and to the public a perpetual, non-exclusive right of way, without charge, for pedestrian access, ingress and egress, on and over the Pedestrian Right of Way Area so as to allow the public to travel freely thereon between the adjoining parcels within DTS and the roadways serving DTS.

MAINTENANCE OF RIGHT OF WAY AREAS

The City shall, at its own expense, be responsible for removal of snow and ice from the Right of Way Areas and shall maintain and keep in good repair the Right of Way Areas. Neither party shall erect or permit any obstruction on that party's property which will in any way interfere with any rights granted herein; provided, however, that reasonable portions of the Right of Way Areas may be closed or restricted for such reasonable periods as may be required for repair or maintenance.

INSURANCE

Each party shall carry its own comprehensive general liability insurance for the Right of Way Areas and each party shall be responsible for damages or costs arising from its use of the Right of Way Areas.

TERM AND NATURE OF RIGHT OF WAY

The rights created herein, together with the obligations herein imposed, are irrevocable, appurtenant to and running with the land, and shall inure to the benefit of and be binding on Barrett, the City and the public and their respective successors, grantees and assigns and all parties claiming by, through or under them, including but not limited to, all present and future owners, purchasers, mortgagees, tenants and occupants of, and any persons acquiring any interest in, the Barrett Property or any part or portion thereof, and the tenants, customers, employees, agents and business invitees. Reference to this Agreement in any deed of conveyance, mortgage or other evidence of any obligation shall be sufficient to create and reserve all of the rights, benefits, burdens, duties and obligations contained herein to the respective grantees, mortgagees, or obliges of the Barrett Property, or any part or portion thereof, as fully and completely as if the same were fully recited and set forth in their entirety in such document.

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by an authorized representative of each party.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

GRANTOR:

BARRETT VISIONARY DEVELOPMENT, LLC

By: _____
Richard Barrett, Manager

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

On this _____ day of _____, 2015, personally came before Richard Barrett, Manager of Emerald Row, LLC and Manager of Barrett Visionary Development, LLC, to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.

Notary Public, Milwaukee County, WI

My commission expires: _____

GRANTEE:

CITY OF OAK CREEK

By: _____
Stephen Scaffidi, Mayor

By: _____
Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

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

Notary Public, Milwaukee County, WI

My commission expires: _____

This instrument was drafted by:
Adam J. Tutaj, Esq.
Meissner Tierney Fisher & Nichols S.C.
111 E. Kilbourn Ave., 19th Floor
Milwaukee, WI 53202-6622

Approved as to form by:

Lawrence J. Haskin, City Attorney
Notary Public
My commission is permanent.

EXHIBIT 1

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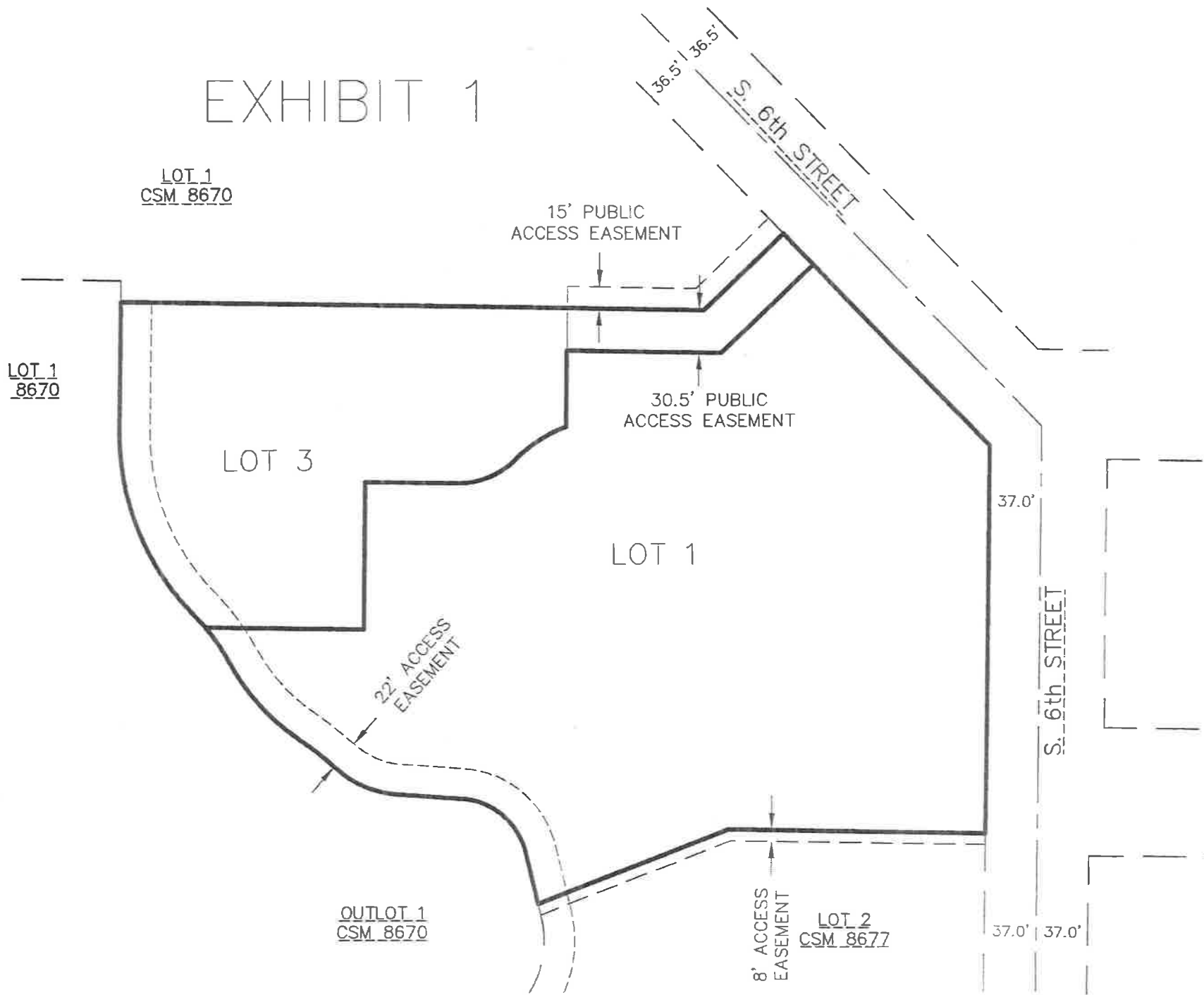


EXHIBIT 2

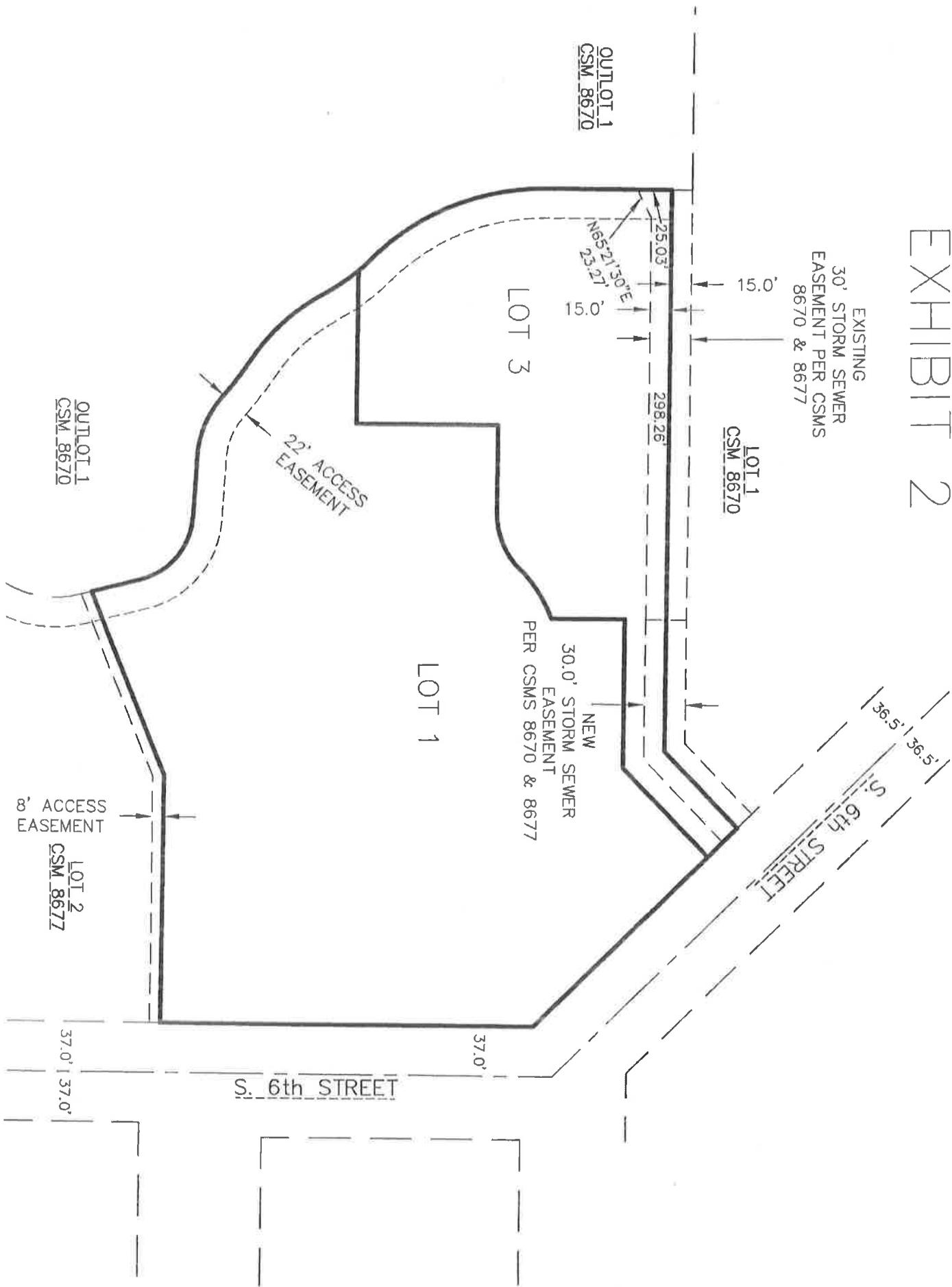
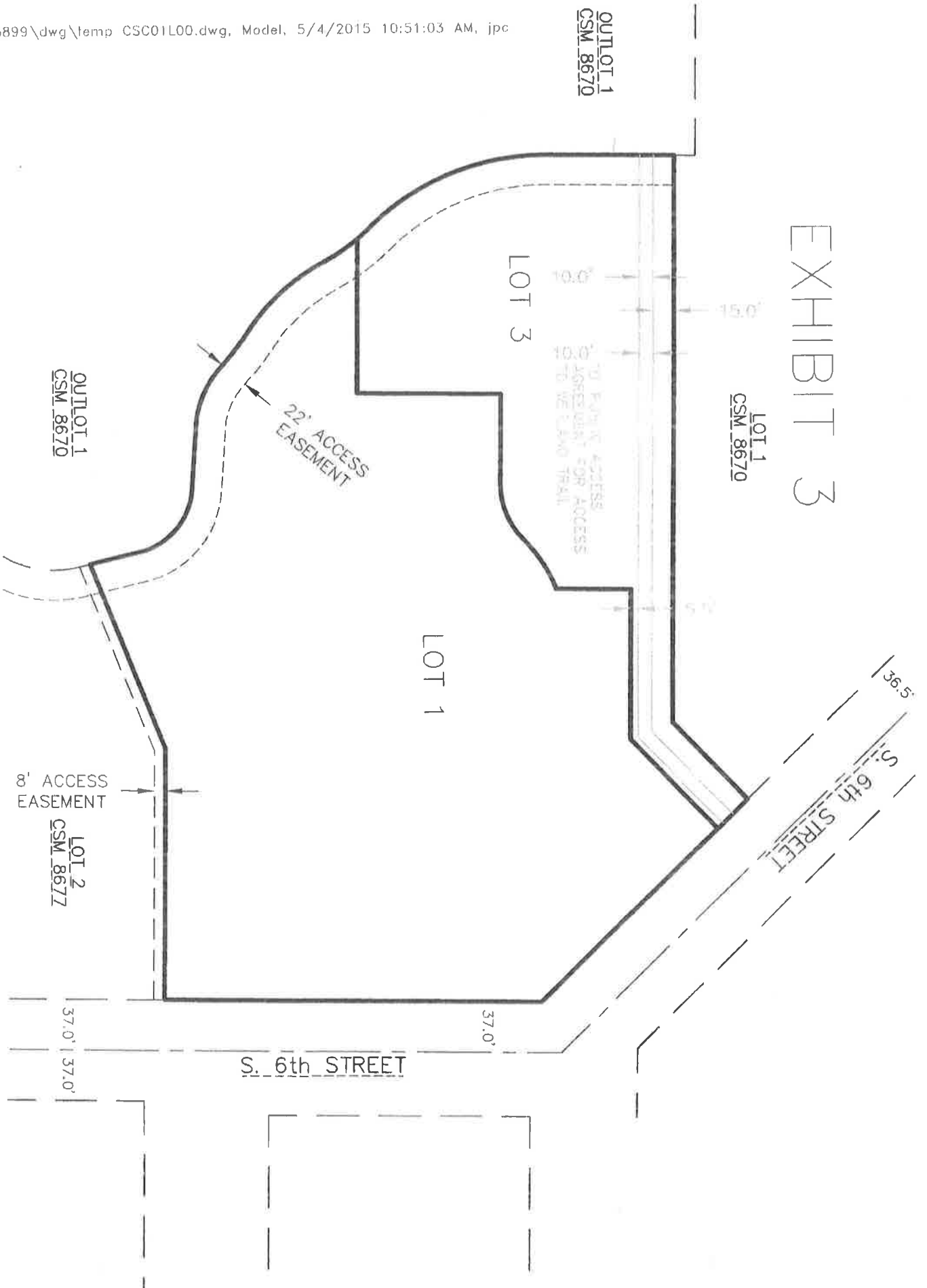


EXHIBIT 3



ACCESS AGREEMENT

This Access Agreement (the "Agreement") is made as of the ____ day of _____, 2015, by and between One West Drexel, LLC ("OWD") and the City of Oak Creek (the "City")

- A. OWD owns that certain real property legally described on the attached **EXHIBIT A** ("OWD Property"). OWD intends to sell Lot 1 of Certified Survey Map No. 8677 to Emerald Row LLC or its assigns ("Emerald Row") (the "Emerald Row Property");
- B. Barrett Visionary Development, LLC, ("Barrett") has an option to purchase certain real property legally described on the attached **Exhibit B** (the "Barrett Property");
- C. OWD owns that certain real property legally described on the attached **EXHIBIT C** that is intended to be transferred to the City (the "City Property");
- D. The OWD Property, the Emerald Row Property, the Barrett Property and the City Property are contained within a larger commercial development known as Drexel Town Square ("DTS");
- E. The parties desire a pedestrian ingress and egress access easement over and across certain sections of the Barrett Property as described on the attached **EXHIBIT D** and depicted on the attached **Exhibit E** (the "Easement Area") for members of the public.

1. RECITALS

The foregoing recitals are incorporated herein and made part of this Agreement.

2. GRANT OF ACCESS EASEMENTS

- A. OWD hereby grants to City and to the public a perpetual, non-exclusive easement, without charge, for pedestrian access, ingress and egress, on and over Easement Area so as to allow the public to travel freely thereon between the City Property, the Barrett Property, DTS and the roadways serving DTS.
- B. OWD and the City agree that neither party shall in any way obstruct emergency vehicle access, or pedestrian access, ingress or egress over the Easement Area.
- C. Emerald Row shall reserve two parking spaces on the Emerald Row Property for use by the public between the hours of 9:00 a.m. and 4:00 p.m., in such location(s) as shall be designated by Emerald Row from time to time.

3. MAINTENANCE OF EASEMENT AREAS

The City shall, at its own expense, be responsible for removal of snow and ice from the Easement Area and shall maintain and keep in good repair the Easement Area. Neither party shall erect or permit any obstruction on that party's property which will in any way interfere with any rights granted herein; provided, however, that reasonable portions of the Easement may be closed or restricted for such reasonable periods as may be required for repair or maintenance.

4. INSURANCE

Each party shall carry its own comprehensive general liability insurance for the Easement and each party shall be responsible for damages or costs arising from its use of the Easement

5. TERM AND NATURE OF EASEMENT

The easements and rights created herein, together with the obligations herein imposed, are irrevocable, appurtenant to and running with the land, and shall inure to the benefit of and be binding on Barrett, OWD and the City and the public and their respective successors, grantees and assigns and all parties claiming by, through or under them, including but not limited to, all present and future owners, purchasers, mortgagees, tenants and occupants of, and any persons acquiring any interest in, the Barrett Property, the OWD Property and the City Property, or any part or portion thereof, and the tenants, customers, employees, agents and business invitees. Reference to this Easement in any deed of conveyance, mortgage or other evidence of any obligation shall be sufficient to create and reserve all of the rights, benefits, burdens, duties and obligations contained herein to the respective grantees, mortgagees, or obliges of the Barrett Property and the City Property, or any part or portion thereof, as fully and completely as if the same were fully recited and set forth in their entirety in such document.

6. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by an authorized representative of each party.

[Remainder of this Page Intentionally Blank]

[Signature Pages Follow]

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

ONE WEST DREXEL, LLC

CITY OF OAK CREEK

By: _____
Jerold Franke, President

By: _____
Stephen Scaffidi, Mayor

EMERALD ROW, LLC

By: _____
Richard Barrett, Manager

By: _____
Catherine A. Roeske, City Clerk

BARRETT VISIONARY DEVELOPMENT, LLC

By: _____
Richard Barrett, Manager

On this _____ day of _____, 2015, personally came before Jerold Franke, President of One West Drexel, LLC, to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.

[Notarial Seal]

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

On this _____ day of _____, 2015, personally came before Richard Barrett, Manager of Emerald Row, LLC and Manager of Barrett Visionary Development, LLC, to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.

[Notarial Seal]

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

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

[Notarial Seal]

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

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

EXHIBIT A
LEGAL DESCRIPTION OF THE OWD PROPERTY

Lot 1 of Certified Survey Map No. 8677, a division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF THE BARRETT PROPERTY

Lot 2 of Certified Survey Map No. 8677, a division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

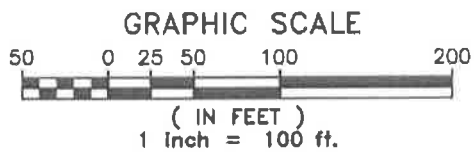
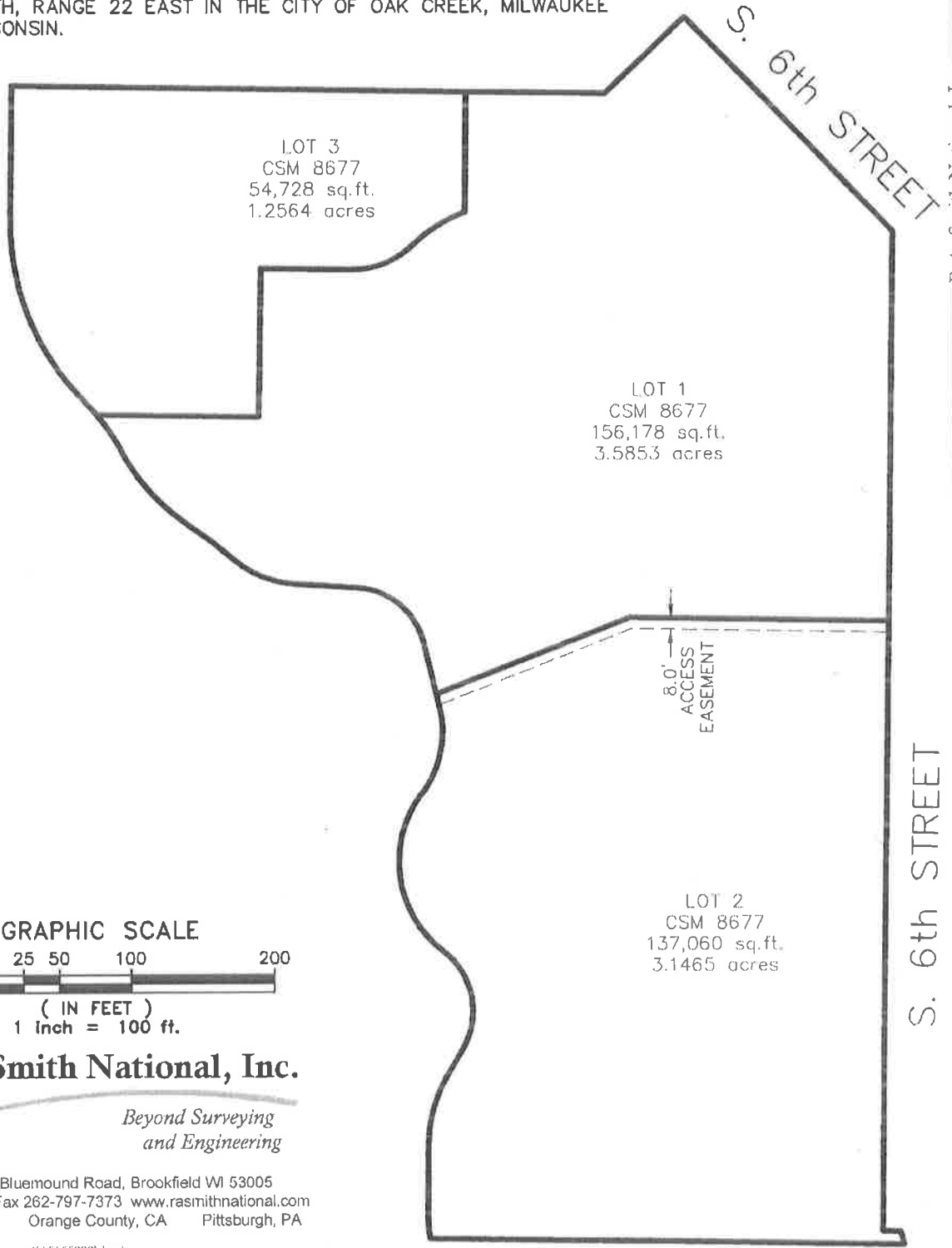
EXHIBIT C
LEGAL DESCRIPTION OF THE CITY PROPERTY

Outlot 1 of Certified Survey Map No. 8670, a division of Lot 1 of Certified Survey Map No. 8542, being a part of the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

EXHIBIT D

PUBLIC ACCESS EASEMENT

THE NORTH EIGHT (8.00') FEET OF LOT 2 OF CERTIFIED SURVEY MAP NO. 8677,
BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17,
TOWN 5 NORTH, RANGE 22 EAST IN THE CITY OF OAK CREEK, MILWAUKEE
COUNTY, WISCONSIN.



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

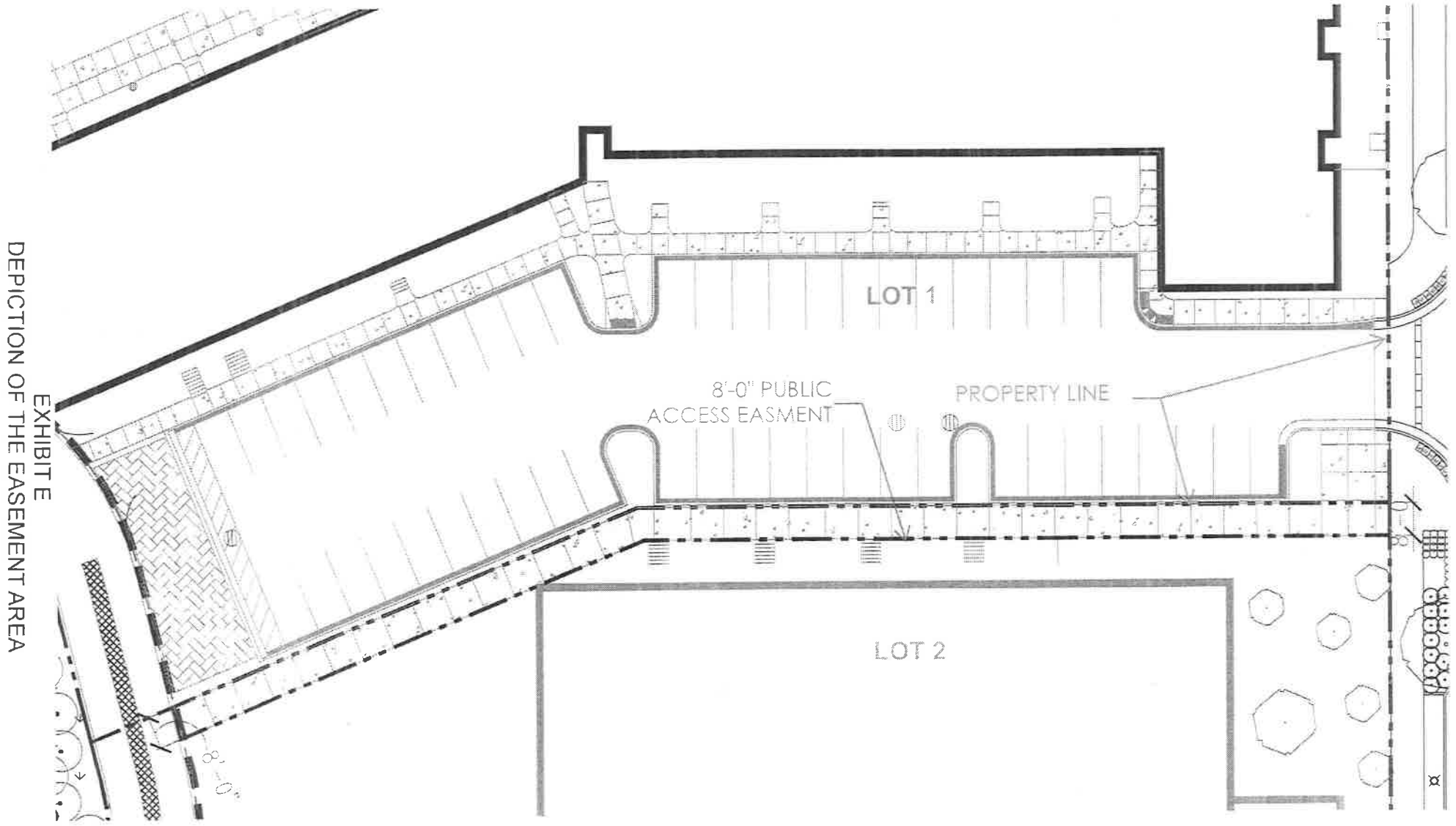
16745 W. Bluemound Road, Brookfield WI 53005
262-781-1000 Fax 262-797-7373 www.rasmithnational.com
Appleton, WI Orange County, CA Pittsburgh, PA

SAS165899.dwg
SX101A.DWG Model

MARCH 10, 2015
PROJECT NO. 165899

R.A. Smith National, Inc.

DREXEL TOWN SQUARE



EMERALD ROW EASEMENT

City of Oak Creek Common Council Report

Meeting Date: July 7, 2015

Item No.: 10

Recommendation: That the Council adopts Resolution No. 11627-070715 approving a certified survey map for the property at 8001 S. 6th St.


Background: Barrett Visionary Development is requesting approval of a Minor Land Division/Certified Survey Map that will amend the existing boundaries of Lot 1 and Lot 3 at 8001 S. 6th St. No new lots will be created by this CSM. The adjustment provides frontage for Lot 3 along S. 6th Street. Adjustments to the easements in this area have been reviewed and approved by the Engineering Department and the Water and Sewer Utility.

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

1. That all easements are included on the map prior to recording.
2. That all technical corrections are made prior to recording.

Fiscal Impact: This CSM affects two existing parcels that will be developed as Phases 1 and 3 of Emerald Row apartments. Taxes generated from the development of the proposed apartments would result in a positive fiscal impact for the City. These properties are part of TID 11.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11627-070715

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR RICK BARRETT, BARRETT VISIONARY DEVELOPMENT
(EMERALD ROW)

8001 S. 6TH ST.
(2nd Aldermanic District)

WHEREAS, RICK BARRETT, BARRETT VISIONARY DEVELOPMENT, 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 easements are included on the map prior to recording;
2. That all technical corrections are made prior to recording;

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

1. That all easements are included on the map prior to recording;
2. That all technical corrections are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of July, 2015.

Passed and adopted this 7th day of July, 2015.

President, Common Council

Approved this 7th day of July, 2015.

Mayor

ATTEST:

City Clerk

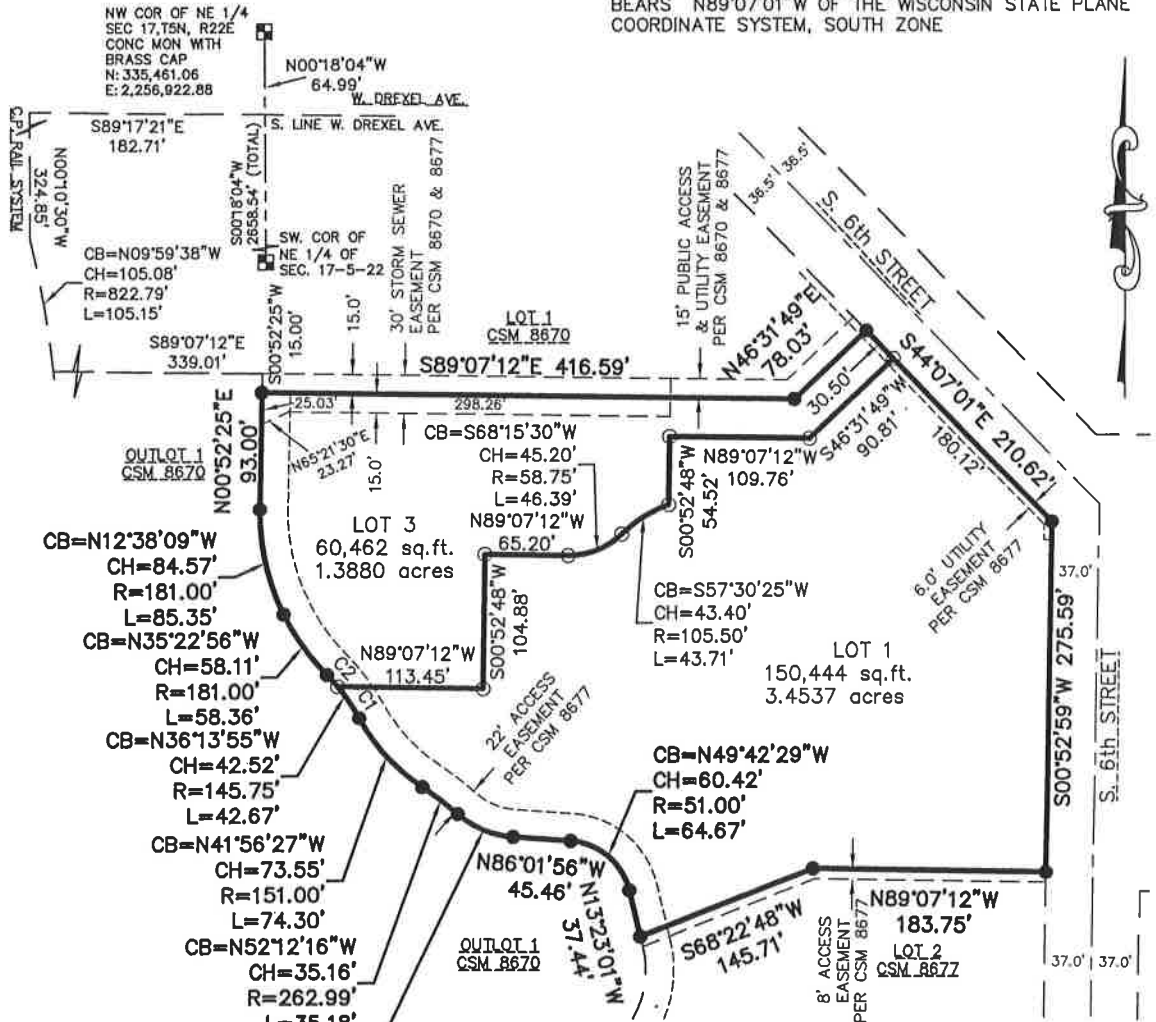
VOTE: Ayes ____ Noes ____

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 and Lot 3 of Certified Survey Map No. 8677, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

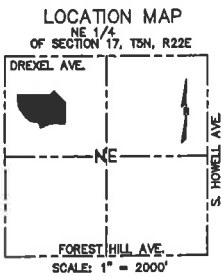
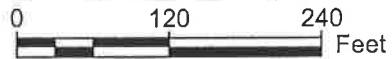
- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

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



- CB=N12°38'09"W
CH=84.57'
R=181.00'
L=85.35'
- CB=N35°22'56"W
CH=58.11'
R=181.00'
L=58.36'
- CB=N36°13'55"W
CH=42.52'
R=145.75'
L=42.67'
- CB=N41°56'27"W
CH=73.55'
R=151.00'
L=74.30'
- CB=N52°12'16"W
CH=35.16'
R=262.99'
L=35.18'
- CB=N67°12'07"W
CH=47.12'
R=73.00'
L=47.98'

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C1	30.22	145.75	N33°47'08"W	30.17
C2	12.45	145.75	N42°10'22"W	12.44



R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

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

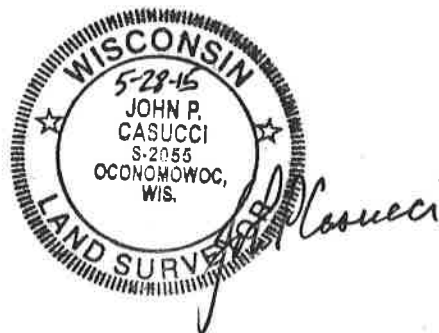
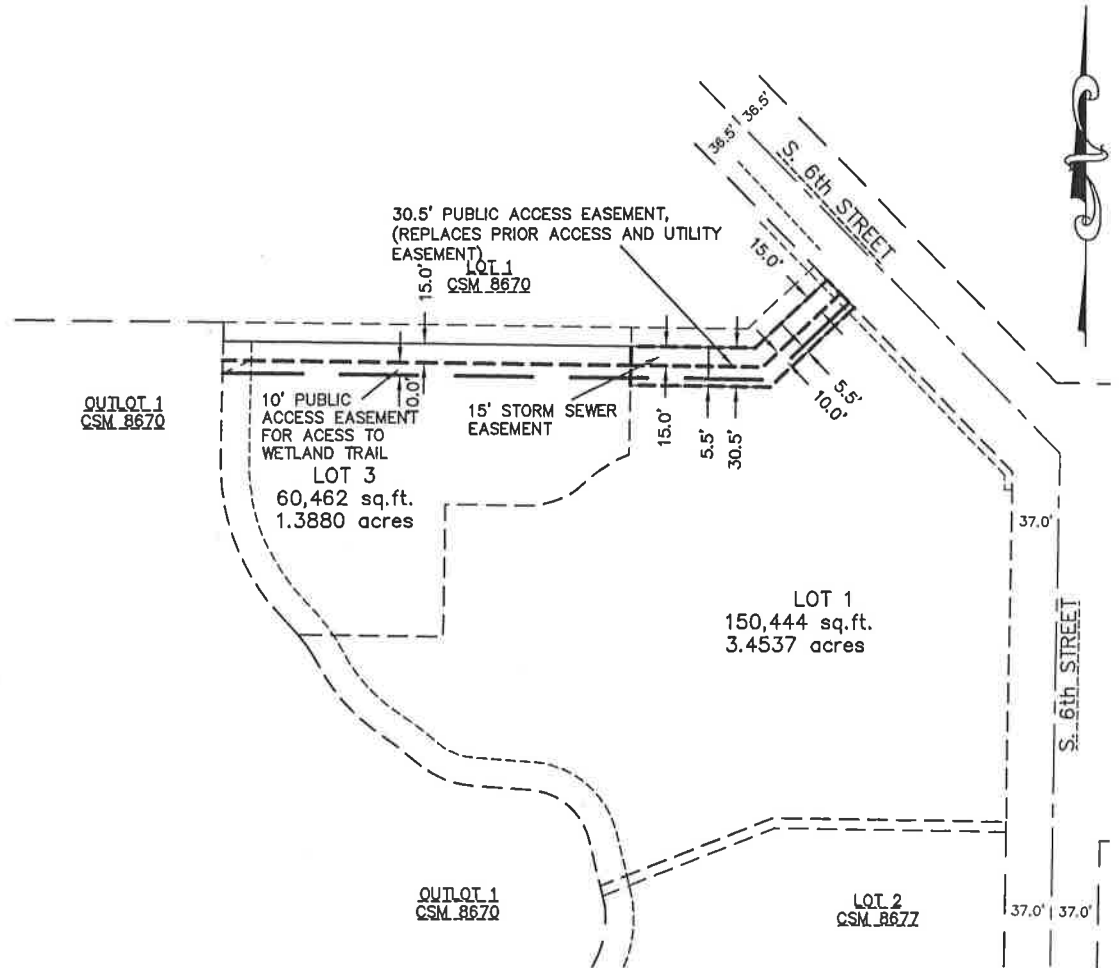
S:\5166401\Drawg\CS101L00.dwg\SHBET 1

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 and Lot 3 of Certified Survey Map No. 8677, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

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

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



GRAPHIC SCALE

R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

18745 W. Bluemound Road, Brookfield WI 53005
 262-781-1000 Fax 262-797-7373 www.rasmithnational.com
 Appleton, WI Orange County, CA Pittsburgh, PA

S:\5166401\DWG\CS101L00.dwg SHEET 2

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 and Lot 3 of Certified Survey Map No. 8677, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

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

THAT I have surveyed, divided and mapped a division of Lot 1 and Lot 3 of Certified Survey Map No. 8677, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Said land contains 210,906 square feet or 4.8417 acres.

THAT I have made the survey, land division and map by the direction of Emerald Row LLC and Barrett Visionary Development LLC, owners.

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

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

DATE May 28, 2015



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

CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 and Lot 3 of Certified Survey Map No. 8677, being a part of Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE as to Lot 1 of this CSM

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

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

Emerald Row LLC

By: _____
Rick Barrett, Manager

STATE OF WISCONSIN }
 }SS
MILWAUKEE COUNTY }

PERSONALLY came before me this _____ day of _____, 2015, the above named **Rick Barrett, Manager of Emerald Row LLC**, to me known to be the person who executed the foregoing instrument.

_____(SEAL)
Notary Public, State of Wisconsin

My commission expires _____

OWNER'S CERTIFICATE as to Lot 3 of this CSM

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

Barrett Visionary Development LLC, as owner, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Oak Creek

Barrett Visionary Development LLC

By: _____
Rick Barrett, Manager

STATE OF WISCONSIN }
 }SS
MILWAUKEE COUNTY }

PERSONALLY came before me this _____ day of _____, 2015, the above named **Rick Barrett, Manager of Barrett Visionary Development LLC**, to me known to be the person who executed the foregoing instrument.

_____(SEAL)
Notary Public, State of Wisconsin

My commission expires _____



CERTIFIED SURVEY MAP NO. _____

A division of Lot 1 and Lot 3 of Certified Survey Map No. 8677, being a part of Northwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

PLANNING COMMISSION OF APPROVAL

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

MAYOR STEPHEN SCAFFIDI, CHAIRMAN

DOUGLAS SEYMOUR, SECRETARY

COMMON COUNCIL APPROVAL

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

STEPHEN SCAFFIDI, MAYOR

CATHERINE ROESKE, CITY CLERK

UTILITY EASEMENT PROVISIONS

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

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

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



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

166401.csm

City of Oak Creek Common Council Report

Meeting Date: July 7, 2015

Item No.: 11

Recommendation: Amend Professional Service Agreement with SmithGroup JJR for Lake Vista Design Services in an amount not to exceed \$170,000.

Background: At its November 5, 2014 meeting, the Council approved a series of Professional Service Agreements with SmithGroup JJR for three separate Lake Vista projects. Since that time, representatives from SmithGroup JJR have been meeting with the City's design committee to finalize the details and bidding documents of the various design elements. As a result of those reviews and additional complexities and efforts needed to complete designs including: architectural services, SmithGroup JJR has asked for additional fees to cover this work in the amount not to exceed \$161,900, as provided under the original contract.

There is some optional work included in this not to exceed estimate but no construction inspection services are included. After speaking with the City Engineer, it is felt some onsite construction inspection services by the designers should be provided and the City Administrator is recommending an adjustment to the not to exceed fee which would bring it to \$170,000.

It should be noted that \$96,000 of this requested fee is for architectural services which have been sought and provided by Rinka Chung Architects for the public building. The additional JJR effort has resulted from the design committee's inclusion of an enlarged playground pavilion, shelters, adventure playground, bird blinds, and other amenities. The City Administrator has reviewed these fees and found them to be reasonable and consistent with the scope of the projects and would represent 8% of the budgeted construction costs.

The design team and Engineering staff has been closely monitoring the local construction and bid climate and we are recommending no construction take place in 2015 but that the work begin in the spring of 2016 as soon as weather permits. A target date of September or October for bid opening is contemplated. It is staff's opinion that delaying construction to the spring in hopes of getting a more favorable bid climate is preferable to beginning the work this year and potentially having to reduce the scale of the projects or to rebid the projects based on what we would expect to be high bids.

Fiscal Impact: Payment of these fees is accounted for in the project funding which includes bond proceeds and seven different grants for the Lake Vista Project work.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

SMITHGROUPJJR

May 12, 2015

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

RE: Proposal for Additional Professional Services
Lake Vista Implementation Project – Community Park and Playground Construction Documents

Dear Jerry,

Attached is our contract modification request (CM) for design services associated with the Lake Vista Community Park and Playground Construction Documents project. Professional services are currently covered under four separate contracts, as follows:

1. Planning Programming, and Conceptual Design (SGJJR #50330.010)
2. Bender Park Connection – Schematic Design (SGJJR #50330.011)
3. Community Park and Playground Construction Documents (SGJJR #50330.012)
4. Terrace and Access to Lake Construction Documents (SGJJR #50330.013)

The attached proposal is for modification of the Community Park and Playground Construction Documents contract (SGJJR #50330.012) because the majority of additional design services have occurred under this contract. However, additional services have also impacted fees under the Planning, Programming, and Conceptual Design contract (SGJJR #50330.010) and Terrace and Access to Lake Construction Documents (SGJJR #50330.013) projects. We have included all additional services under SGJJR #50330.010 to minimize the complexity of modifying three separate contracts. However, we would be pleased to provide a more detailed breakdown if you prefer.

Recognizing the aggressive schedule, we have continued to advance the design of additional features. Consequently, many of the additional services described in the CM are either complete or are underway. However, our current projections anticipate a design fee shortfall by the end of the project due to reasons summarized in this letter. The requested CM will cover time associated with performing these additional services and avoid this shortfall.

Basis of Proposal

The Scope of Services and fee approved in November, 2014 was developed based on the preliminary schematic design and budget created through meetings with City staff in September and October, 2014. This budget included the following:

1. North Bluff Stabilization - \$1.3 million
2. Road Extension to provide public access – \$7.0 million
3. Community Park & Playground - \$2.5 million
4. Terrace & Access to Lake - \$3.0 million
5. Contingency - \$800,000

Requested professional services by SmithGroupJJR included planning and preparation of construction documents for the Community Park and Playground and Terrace and Access to the Lake projects.

Because the program had not been fully developed in November, 2014, the professional services fee was based on the assumption that the construction cost of the Community Park and Playground would be \$2,175,000 and the Terrace and Access to the Lake projects would be approximately \$1,325,000 (excluding the projected cost of the Bender Park lakefront connection), for a total estimated construction cost of approximately \$3,500,000. SmithGroupJJR was only requested to complete schematic design documents for the Bender Park connection since it was not known whether this project would move forward within the time frame of the contract.

As summarized below, the combined Professional Services Fee included in Contracts 50330.010, 50330.012, and 50330.013 of \$281,500 (including Planning) was approximately 8% of the anticipated construction cost of \$3,500,000. Recognizing that further program development was likely to impact design costs, the contract stated that SmithGroupJJR "will advise the Client whether adjustments to the Scope of Services are required based on the specific program developed" following the completion of the Planning/Programming phase.

Item	Anticipated Construction Cost, November, 2014	SGJJR Design Fee, November, 2014	SGJJR Design Fee (% of Construction)
Planning (50330.010)		\$61,000	
Community Park & Playground – Site (50330.012)	\$2,175,000	\$100,500	
Terrace & Access to Lake – Site (50330.013)	\$1,325,000	\$120,000	
Subtotal	\$3,500,000	\$281,500	8.0%
Buildings (Total)	\$500,000		
Bender Park Connection (50330.011)	\$1,500,000	\$17,800	
Total	\$5,500,000	\$299,300	

Following completion of public meetings in December, 2014 and development of the Consensus Plan, it was agreed that implementation of the Bender Park Connection would not be included in the 2015-2016 construction program due to anticipated difficulties in coordination with Milwaukee County. Instead, budgeted funds for the Bender Park connection would be shifted to enhance the Community Park and Playground design. This, along with additional input from the Design Committee, has increased the construction cost and corresponding level of design effort for elements currently being designed under our contract from \$3,500,000 anticipated in November, 2014 to approximately \$5,025,000 currently anticipated. As identified in the CM, these additional costs are for elements such as an enlarged playground pavilion, shelters, the Adventure Playground, bird blinds, and other amenities. Our additional requested fee is based on applying the same percentage of construction used for the November, 2015 estimate (8.0%) to the revised construction estimate plus the Architectural Design Fee provided by Rinka-Chung Architects, who will subcontract with us. As summarized in the following table, this results in a total additional fee request of \$161,900, including \$96,000 for Architectural Services by Rinka-Chung Architects and \$65,900 for SmithGroupJJR. We currently have \$7,500 included in our Planning Services contract (50330.010) that was reserved for geotechnical services. Since these services are unlikely to be needed, we can reduce the additional fee request by \$7,500 with our authorization to reallocate this amount to design services. This is broken down in the following table.

Item	Anticipated Construction Cost, May, 2015	SGJJR Design Fee, May 2015	RC Design Fee	Design Fee, May 2015	(% of Construction)
Planning		\$61,000		\$61,000	
Park/Bluff Site Construction	\$4,200,000	\$276,800		\$276,800	
Subtotal		\$337,800		\$337,800	8.04%
Building Construction	\$825,000	\$9,600	\$96,000	\$105,600	12.80%
Bender Park Connection		\$17,800		\$17,800	
Revised Total	\$5,025,000	\$365,200	\$96,000	\$461,200	9.18%
Current Contract		\$299,300			
Requested Additional Design Fee		\$65,900	\$96,000	\$161,900	
Reallocation of Geotech Fee		(\$7,500)			
Adjusted Design Fee		\$58,400	\$96,000	\$154,400	

The contract modification also requests an additional fee of \$34,600 assisting the City with construction administration services plus an estimated fee for construction site visits based on an assumed 20 visits over the course of construction. The actual fee for this will depend on the level of assistance you would like us to provide and the number of construction site visits. The fees included in the CM are intended to provide you with an idea of potential costs. We can modify these fees based on your expectations of our involvement during the construction phase of the project.

Please review this request and call me with any questions or comments you may have. We continue to be very excited to be a part of this project and look forward to seeing the project continue to move forward.

Sincerely,



David Wolmutt, P.E.
 Project Manager

DRAFT

AMENDMENT TO OWNER CONTRACT

SmithGroupJJR Project Title: Lake Vista Implementation Project – Community Park and Playground

SmithGroupJJR Project Location: Oak Creek, WI

SmithGroupJJR Project Number: 50330.012

Amendment No.:1

Client: City of Oak Creek,
8640 S. Howell Avenue
Oak Creek, WI 53154

This is an Amendment to the contract titled "Proposal for Professional Services, Lake Vista Implementation Project – Community Park and Playground Construction Documents" (the "Contract") dated November 7, 2014.

Additional Services Design Assumptions

Additional park improvements beyond those initially identified in the Contract were conceived of through consultation with the Design Committee. These features were included in the Consensus Plan and additional effort is required to advance these elements through to construction.

The assumed program and additional park features are described below.

A. Buildings and Structures

Additional building and structure locations are shown in Figure 1 and described below:

1. A new standalone pavilion building (upland pavilion) located within a larger public outdoor recreation development. The features anticipated for the pavilion are as follows and are considered preliminary:
 - Approximately 3,000 GSF with an anticipated construction cost of \$175/SF ±
 - 50-60 Person gathering space/room with external covered gathering area
 - Separate toilet facilities for both men and women
 - Support space for janitorial and storage
 - Small catering / warming kitchen
 - Single stall external access toilet rooms, one for each gender, with an outdoor accessible drinking fountain
 - Traditional foundation walls and spread footings down to 48" below grade
 - Wood, thin veneer masonry, metal framing elements, and clear glazing as main building materials
2. Three covered / open air structures. Two are Secondary Bluff Shelters that are located off of the DuPont restricted clay cap. The third is to be a beacon type shelter, located over the DuPont restricted clay cap. The features anticipated for the covered structures are as follows:
 - Two of the three structures are to have traditional foundation walls with spread footings down to 48" below grade.
 - One of the three structures to be designed with considerations for a 2'-0" clay cap as outlined in the DuPont Deed Restrictions
 - Wood, masonry, and metal framing elements as main structure materials

3. Two shelters located over the DuPont restricted clay cap requiring footing systems to abide by the DuPont Deed Restrictions over a 2'-0" clay cap.

B. Additional Site Features

Additional site features include the following:

1. Adventure Playground – Including paved paths, play locations, and conceptual selection of potential play elements.
2. Upland Playground - The Contract Scope of Services included site preparation and conceptual equipment selection based on the assumption that the upland playground would be a Community Built Playground. Based on the decision that the playground will not be community-built, additional design services are provided including selection, detailed layout, and specification of playground equipment in collaboration with the Design Committee and equipment vendor, footing design of playground equipment, and specification of surfaces.
3. Biofiltration Areas for Park and Lake Vista Drive - Two biofiltration areas have been added to provide stormwater treatment for both the Community Park and Lake Vista Drive projects. Based on coordination with the Lake Vista Drive design team, it was agreed that biofiltration design would be as follows:
 - *North Biofiltration Area* - City engineering staff will design rough grades and temporary controls to provide sediment control during construction and SmithGroupJJR will prepare the final grading plan, landscaping plan, design biofiltration layers, and design the permanent control structure for the north biofiltration area.
 - *South Biofiltration Area* - SmithGroupJJR will prepare stormwater runoff calculations for Lake Vista Drive and adjacent areas and prepare preliminary biofiltration grading for inclusion in the Lake Vista Drive construction documents. SmithGroupJJR will prepare the final grading plan, landscaping plan, design biofiltration layers, and design the permanent control structure for inclusion in the Community Park and Playground project.
4. Future Biofiltration Areas - The Community Park will be bordered to the west by a large biofiltration area serving future redevelopment. The future biofiltration area will drain to the north biofiltration cell included in this construction phase.
5. Specialty Features - Additional recreational amenities for the park including:
 - Up to two bird blinds and walks, including foundation design.
 - Exterior lighting near the upland playground and multi-use trail.
6. New Urban Street - Approximately 300 feet of new urban street conforming to Client design standards to provide access to the west park entry and future adjacent residential development.

Scope of Services

Additional Services under this Contract Amendment include the following:

A. Buildings and Structures

Schematic Design and Construction Documents will be prepared for each structure as described below:

1. Schematic Design Phase (SD):

- Design of building and/or shelters at locations labeled A, C1, C2, B1 (Exhibit A).
- Design of structural footings/foundations at locations A, C1, C2, B1, B2, B3, and B4.
- Up to three 3D still images of each building and/or shelter at locations labeled A, C1, C2, B1.
- Basic, square foot cost estimation of the upland pavilion building (A), and basic- per shelter cost estimation of the two secondary bluff shelters (C1, C2), and one secondary community park shelter located in the NE corner of the community park area (B1).
- Coordination with the design committee as organized by the Client.

Design scope revisions requested after mutual resolution of one round of comments by the Client and the issuance of SD will be an additional service

2. Construction Documents Phase (CD):

- Construction documents setting forth in detail the quality levels of materials and systems and other requirements for the construction of buildings and structures described above. Construction documents limited to buildings and/or shelters A, C1, C2, and B1. Structural construction documents limited to buildings and/or shelters A, C1, C2, and B1. Structural footing and foundation construction documents limited to buildings and/or shelters A, C1, C2, B1, B2, B3, and B4.
- Coordination with prospective Mechanical, Electrical, Plumbing, and Fire Protection (MEPFP) with prospective design/build contractors. MEPFP documents are provided by others. MEPFP coordination is limited to architectural design intent only. General Contractor to retain MEPFP design build contractors in coordination with the Architect and The Client, at General Contractor's cost..
- Basic, high level cost estimation of the upland pavilion building (A), the two secondary bluff structures (C1, C2), and one secondary community park shelter located in the NE corner of the community park area (B1) to be broken down into the following categories: shell, footings & foundations, interior improvements, mechanical system, plumbing systems, electrical systems, and fire protection systems.

B. Additional Site Amenities

1. Buildings and Structures: Provide the following site design services in support of the architectural design by the architect:

- Assist the architect in preparation of concept and programming for the pavilion and shelters.
- Coordinate and review architectural design for conformance to the overall design intent of the site. This is anticipated to include weekly Webex meetings and exchange/review of working AutoCAD drawings.

- Revise and adjust site plan to accommodate the final building geometry. Site plan elements related to the building shall include utilities, (to within 5 feet of the building foundation), service drives, service areas, and refinements to landscape and grading.
 - 2. Prepare Construction Documents and provide Bid Phase Services for design of the Adventure Playground, Upland Playground, Lake Vista Drive and Park Biofiltration Areas, Specialty Features, and New Urban Street in conformance with described in Sections 1.0 through 3.0, Scope of Services, of the Contract.
 - 3. Prepare preliminary calculations for sizing of additional biofiltration cells bordering the west side of the park site to receive stormwater runoff from future adjacent residential development. Services include conceptual design of these future cells as necessary to inform design of the north cell and control structure, but do not include preparation of construction documents for these cells.
- C. Meetings
Participate in up to 12 additional meetings with City Staff. These are anticipated to include 5 meetings with the Lake Vista Design Committee (including preparation of presentation materials), 5 webex meetings, and 2 meetings in Oak Creek.

In addition to these meetings, the Architect will prepare presentation and submittal materials for one Plan Commission and one City Council meeting and attend one (1) Plan Commission and one (1) City Council meeting as needed.

D. Construction Phase Services

1. Provide construction phase services for civil/site design elements as described below:
 - a. Attend up to two preconstruction meetings (anticipated to be one meeting for the site construction contract and one meeting for the building/shelter construction contract).
 - b. Review shop drawings, samples and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
 - c. Issue interpretations and clarifications of the Construction Contract Documents and prepare bulletins, work directive changes and change orders.
 - d. Evaluate the acceptability of substitute materials and equipment proposed by the Contractor to the extent provided in the General Conditions of the construction contract.
 - e. SmithGroupJJR will participate in a visit the site with the Client to evaluate if the work is substantially complete and prepare a punch list of uncompleted or unacceptable work items. Upon notice that all punch list items are complete, a final visit will be conducted to evaluate if the completed work is acceptable. SmithGroupJJR will provide written notice to the Client if the work is acceptable.

2. Provide construction phase services for architectural elements as described below:
 - Answer questions from bidders
 - Issue Addenda for clarifications to the scope of work to the Construction Documents during bidding (Client directed revisions will be an additional service)
 - Respond to Requests for Information (RFI) by the GC.
 - Issue Construction Bulletins (CB) for clarifications to the scope of work (Client directed changes to the work will be an additional service)
 - Review GC submittals (shop drawings, product data, samples and other similar submittals). Up to (2) reviews of each submittal are included.
 - Observe on-site work up to (4) times over the duration of The Project during construction, as needed. Structural observations on-site up to (2) times over the duration of The Project during construction, as needed.
 - Review and take appropriate action on GC payment applications
 - Conduct a Punchlist walk-thru (1 punchlist walk-thru and report included)
 - Deliver As-Designed digital drawing files to the Client that include construction revisions that were formally issued to the GC through the course of construction. As-Designed drawings are not "As-Built" record drawings and have not been field verified to actual constructed conditions. Refer to the GC's record drawing set for field recorded revisions.

3. Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of the various aspects of the Contractor work. Based on information obtained during such visits and on such observations, SmithGroupJJR will endeavor to determine, in general, if such work is proceeding in accordance with the contract documents.

Compensation

By signing below, the parties agree that SmithGroupJJR will provide the below Scope of Services in conjunction with the Contract, and to expend additional fees as described below:

Design Services

Task	Description	Fee	Comment
A.	Architectural Design	\$96,000	Rinka-Chung Architects (Subconsultant)
B.	Architectural/Site Design Coordination	\$9,600	SmithGroupJJR
C.	Additional Site Design Elements	\$48,800	SmithGroupJJR
	<i>Design Phase Subtotal</i>	\$154,400	

Construction Phase Services

Task	Description	Fee	Comment
A.	Construction Phase, Tasks D.1, 2	\$34,600	SGJJR + Rinka-Chung Architects

Including additional fees listed above, this will increase the total fee for professional services for the Scope of Services from \$100,500 to \$289,500 including reimbursable expenses. This does not include site visits.

Site visits will be conducted during the construction phase of the project as described in the Scope of Services. Compensation for site visits will be based on the billable rate of staff actually utilized multiplied by the hours on-site plus travel time and expenses. Site visits will include office time for preparation of site visit reports. The estimated fee for site visits, assuming 20 visits over the duration of the project at \$1,500 per visit (including expenses) is \$30,000, in addition to the fee listed above for "Construction Phase, Tasks D.1, 2".

All other provisions of the Contract remain unchanged.

Client (Signature)

SmithGroupJJR (Signature)

(Printed name and title)

(Printed name and title)

Date

Date

FIGURE 1 – PAVILION/SHELTER LOCATIONS



City of Oak Creek Common Council Report

Meeting Date: July 7, 2015

Item No.: 13

Recommendation: That the Common Council approves payment of the obligations as listed on the July 7, 2015 Invoice GL Distribution Report.

Background: Of note are the following payments:

1. \$5,323.50 to Alfred Benesch & Co. (pg #4) for bridge replacement professional services.
2. \$78,710.00 to BS&A Software (pg #4) for City computer software and training.
3. \$2,089,706.26 to Corporate Contractors Inc. (pg #6) for City Hall, Library, and Fire Station construction services.
4. \$57,809.04 to Embury, Ltd (pg #2) for City Hall and Library furniture.
5. \$32,079.60 to Henricksen and Company (pg #10) for City Hall and Library furniture.
6. \$9,799.08 to Milw Area Domestic Animal Control (pgs #12) for quarterly animal control contractual services.
7. \$7,330.15 to Minnesota Life Insurance Co. (pg #1) for employee life insurance.
8. \$10,071.52 to National Insurance Company (pgs #13-14) for disability insurance.
9. \$11,260.26 to Oak Creek Water & Sewer Utility (pg #14) for inspection fees and quarterly water bills.
10. \$36,669.23 to Power & Telephone (pg #15) for fiber optic project.
11. \$8,400.00 to Pro Electric, Inc (pg #16) for EVP project.
12. \$5,289.00 to Ruckert Mielke (pg #17) for inspection services at Oakfield Village Addition #2.
13. \$19,922.33 to SmithGroup JJR (pg #18) for Lake Vista redevelopment planning, programming, and conceptual design.
14. \$15,000.00 to Spielbauer Fireworks Co. (pg #18) for Fourth of July fireworks.
15. \$9,500.00 to Strand Associates, Inc. (pg #18) for engineering and administration services.
16. \$101,184.50 to Trace Technologies (pg #1 & 19) for the Fiber Optic Project.
17. \$16,270.00 to Tyler Technologies, Inc. (pg #20) for Assessing services.
18. \$55,196.13 to WE Energies (pg #20) for street lighting, electricity and Natural Gas.
19. \$11,330.00 to Wheaton Franciscan Medical Grp (pg #21) for recruitment testing and contracted services.
20. \$302,770.84 to Willkomm Excavating & Grading (pg # 22) for Lakefront, parkway, and pathway project.
21. \$32,444.40 to WisPark LLC (pg # 22) for topsoil to be used at the lakefront.
22. \$38,935.76 to World Fuel Services, Inc. (pg #22) for fuel inventory.

Fiscal Impact: Total claims paid of \$3,063,373.81

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: July 7, 2015

Item No.: 14

Recommendation: That the Council authorize the City Administrator to enter into a renewal marketing contract with the Packers Radio Network to promote the City of Oak Creek for the 2015-2016 season in an amount not to exceed \$24,620.

Background: Two years ago the City began a partnership with the Journal Broadcast Group to market the City on pre and post-game programming on the Packers Radio Network. The proposal before you this evening extends that partnership for the 2014-2015 season. More details on the proposal are contained in the attached document.

The Community Development Authority considered this proposal at their meeting of June 4th and recommended that the contract for 2014-15 be approved.

Fiscal Impact: The adopted 2015 Economic Development budget (Fund 31) includes \$102,000 for Advertising and Promotions. This expense also could utilize tourism commission funding, provided that the messaging promotes tourism.

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



PACKERS RADIO NETWORK

2015 Letter of Agreement For:



OAKCREEK
— WISCONSIN —

Scripps Media, Inc., d/b/a WTMJ-AM, a Delaware corporation with offices at 720 East Capitol Drive, Milwaukee, WI 53212 warrants and represents that it has acquired and holds the rights to create and originate game broadcasts and establish and operate the Packers Radio Network ("Network") from the Green Bay Packers, Inc. This letter of agreement will summarize the elements of the 2015 sponsorship of the Packers Radio Network broadcast between Journal Radio Networks (hereafter "WTMJ"), a division of Scripps Media, Inc., d/b/a WTMJ-AM, a Delaware corporation with offices at 720 East Capitol Drive, Milwaukee, WI 53212, Green Bay Packers, Inc., (hereafter "Packers"), and City of Oak Creek, (hereafter "Sponsor"), consisting of a sponsorship during the twenty (20) game broadcast schedule and sponsor will be included in any and all additional pre and post-season games.

SPONSORSHIP ANNOUNCEMENTS:

- One (1) 30-second commercial in Adjacency 1 on 620 WTMJ in twenty (20) broadcasts. This is a fixed position approximately two (2) hours prior to kick off at the top of the hour.
- One (1) 30-second commercial in Packers Preview Hour 1 on 620 WTMJ in twenty (20) broadcasts. **Packers Preview** is a two-hour pre-game program prior to in-game programming. Sponsor name identification in Packers Preview on 620 WTMJ each game.
- One (1) 30-second commercial in Packers Playback on 620WTMJ twenty (20) broadcasts. Packers Playback is a twenty minute post-game program immediately following in-game programming. Sponsor name identification in Packers Playback on 620 WTMJ each game.
- One (1) 30-second commercial in Packers OT on 620 WTMJ in twenty (20) broadcasts. Packers OT is a two hour post-game program immediately following Packers Playback. Sponsor name identification in Packers OT on 620 WTMJ each game.



PACKERS RADIO NETWORK



OAKCREEK
— WISCONSIN —

LETTER OF AGREEMENT

MERCHANDISING ELEMENT DETAIL:

- ◆ A cash merchandising allowance of **\$980** has been allocated to Sponsor.
- ◆ Merchandising allowance will not be carried forward from season to season and must be used by 01/31/16.
- ◆ The cash merchandising allowance has been factored into the final marketing program total investment.
- ◆ The cash merchandising allowance may not be used to offset the sponsorship investment.
- ◆ Additional expense in excess of the specified cash merchandising budget above will be passed through at cost to the Sponsor.

SPONSORSHIP INVESTMENT:

- **SPONSOR** shall remit the following payment for this marketing program net 30 days after receipt of itemized station invoice. The total shall be based on the Standard Broadcast Month billing cycles and shall commence with the first month containing a scheduled game for the season.

2015

\$24,620.00 Net



PACKERS RADIO NETWORK



OAKCREEK
— WISCONSIN —

LETTER OF AGREEMENT

OTHER ELEMENTS:

- Network affiliate clearances are subject to pre-emption due to local sports conflicts. In the Milwaukee area, games on 620 WTMJ, in conflict with other sports broadcasts, may be placed on other broadcast facilities.
- Sponsor will automatically be scheduled and billed in all additional post-season game broadcasts at the same level of participation and rate as regular season games. Super Bowl broadcast will have a ten percent (10%) premium added to rate schedule. Due to contractual agreements between the NFL and their media partner(s), the Packers Radio Network broadcast of the NFC Championship Game broadcast and Super Bowl will air exclusively on WTMJ In Milwaukee and the Packers Radio Network affiliate(s) in Green Bay. Merchandise for any playoff games is at the sole discursion of JRN.
- Sponsor will receive the terms for the right of first renewal option for the following season. Sponsor must notify WTMJ of acceptance by April 1, 2016 or thirty (30) days after receipt of written proposal, whichever comes first.
- Because of the specialized and custom nature of sports marketing programs, all Sports Marketing agreements are non-cancelable.
- Certain broadcast and merchandising elements included in this marketing program may involve restrictions on usage and may not be used by Sponsor or transferred to a third party without prior written approval of WTMJ and the Packers. Certain elements, including but not limited to Packers name and logo, may be prohibited from transference to a third party. Use by any party without the express authorization of Scripps Media, Inc., d/b/a WTMJ-AM, a Delaware corporation with offices at 720 East Capitol Drive, Milwaukee, WI 53212 is prohibited and could result in legal action.
- If, during the course of this agreement, there is a strike, lockout, work stoppage or other unknown labor-related condition that interrupts regular season game play WTMJ will negotiate in good faith with Sponsor to find a resolution that is mutually agreeable to both parties to preserve the Sponsors equity position within the broadcast.
- This agreement is valid during the length of time that the Scripps Media, Inc., d/b/a WTMJ-AM, a Delaware corporation with offices at 720 East Capitol Drive, Milwaukee, WI 53212 retains the radio broadcast rights to the Packers television broadcasts. In the event that the Scripps Media, Inc., d/b/a WTMJ-AM, a Delaware corporation with offices at 720 East Capitol Drive, Milwaukee, WI 53212 is no longer the broadcast rights holder and primary seller of the commercial inventory, this agreement is null and void.
- Neither this agreement, nor the rights or obligations of any party hereunder, may be assigned without the prior written consent of the other party.

Accepted For: The E.W. Scripps Company
 Accepted By: _____
 Typed Name: Thomas Sheridan
 Title: Director of Sales
 Date: _____

Accepted For: City of Oak Creek
 Accepted By: _____
 Typed Name: _____
 Title: _____
 Date: _____

COVERAGE MAP



**458,000 adults
18+ listen to
Packers Radio in
the Milwaukee
DMA alone.**

Scarborough R1 2015: Feb 14-Jan15
Milwaukee-Racine (Full Survey Area)

City of Oak Creek Common Council Report

Meeting Date: July 7, 2015

Item No.: 15

Recommendation: That the Common Council considers a motion to award the Lake Vista North Bluff Soils Relocation project unit price contract to the lowest responsive, responsible bidder, RLP Diversified at an estimated cost of \$474,450. (Project No. 14035, 4th Aldermanic District)

Background: The project will stabilize the top portion of the bluff by removing suspect soils and grading the bluff to a 3:1 slope in the top 10-15 feet. An area along the bluff will then be clean soil capped in accordance with WDNR requirements. The new slope will be achieved by removing existing contaminated soils from the current bluff top edge and relocating them on the site. Some soils will be used to create a flatter usable grade prior to the capping, and excess soils will be relocated to an area on the west portion of the site and vegetated until future capping.

Some contaminated soils in the historic ravine area will likely be landfilled; the final volume will have to be determined as the construction progresses. As is typical for environmental remediation contracts, the landfill tip fee will be paid directly by the City and will depend on material field characterization. Therefore, the City will pay the tipping fee as a direct pass through cost, quantified and documented by landfill tickets provided by the contractor.

The capped and sloped areas will be stabilized with seed and erosion mat to establish permanent vegetation. This project meets the WDNR requirements for the Ready for Reuse grant, and is the first phase of preparing the area for a trail and public access. The interior portion of the site is anticipated to eventually be capped and vegetated to provide public access also.

Council authorized this project under Resolution 11543-100714 as one of several projects to improve the lakefront for public use and other development opportunities.

Our Environmental Engineering consultant, Ramboll Environ, prepared the plans and specifications and four (4) proposals were received on July 2, 2015. Contractors' proposals were evaluated based on price; experience on similar type projects; proposed project personnel, technical approach and schedule.

Not all of the proposals received were responsive to all the requirements of the RFP, which had significant bearing on the final scoring. The lowest, responsive, responsible proposal was submitted by RLP Diversified.

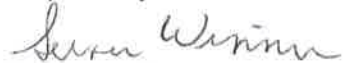
The four proposals received July 2, 2015 include:

Veit USA – \$392,800
RLP Diversified_ - \$474,450
A.W. Oakes – \$947,000
Super Western - \$626,800

The recommendation is to award the contract to RLP Diversified for \$474,450 as the lowest responsive bidder.

Fiscal Impact: Funding for the construction would come from the general obligation bonds issued for the Lakefront Redevelopment Plan. Also contributing would be up to \$375,000 from a Ready for Reuse grant from WDNR.

Prepared by:



Susan A. Winnen, P.E.
Environmental Engineer

Respectfully submitted:



Gerald Peterson, ICMA-CM
City Administrator

Approved by:

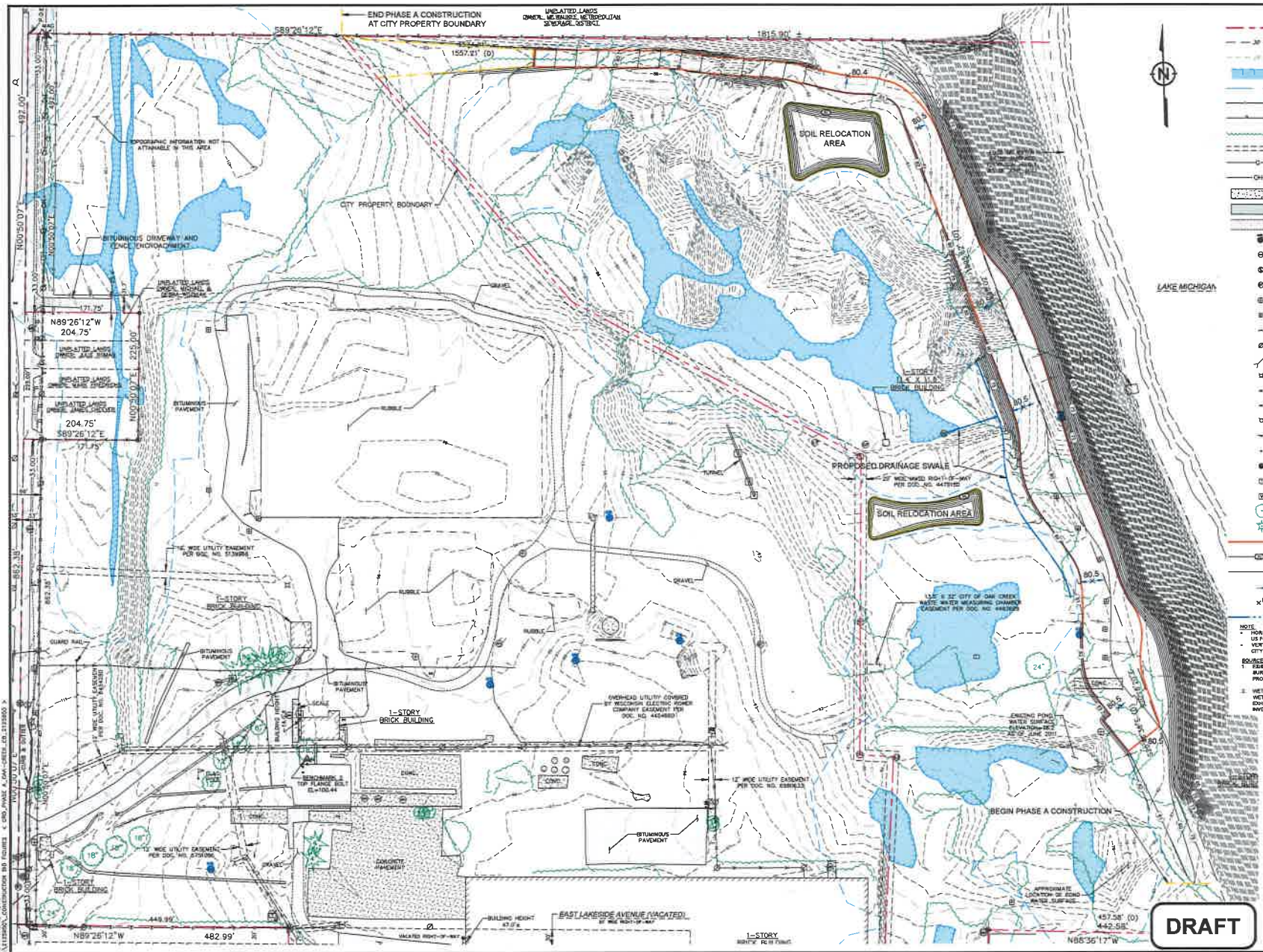


Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller



LEGEND

- PROPERTY BOUNDARY
- - - MAJOR TOPOGRAPHIC CONTOUR INTERVAL
- - - MINOR TOPOGRAPHIC CONTOUR INTERVAL
- WETLANDS AREA
- WETLANDS BUFFER (100 FT.)
- FENCE
- GUARD RAIL
- TREE/BUSH LINE
- EASEMENT
- UNDERGROUND GAS
- OVERHEAD UTILITY
- CONCRETE
- BITUMINOUS PAVEMENT
- GRAVEL PAVEMENT
- EXISTING MONITORING WELL
- MANHOLE TYPE UNKNOWN
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN ROUND
- CATCH BASIN SQUARE
- OUTFALL PIPE
- UTILITY POLE
- GUY WIRE
- LIGHT POLE
- POST INDICATOR VALVE
- WATER VALVE
- FIRE HYDRANT
- SIGN
- BOLLARD
- GAS VALVE
- COMMUNICATION PEDESTAL
- UTILITY VAULT
- DECIDUOUS TREE
- CONIFEROUS TREE
- EXTENT OF CAR
- PROPOSED ELEVATION CONTOUR (MAJOR)
- PROPOSED ELEVATION CONTOUR (MINOR)
- SURFACE WATER FLOW
- PROPOSED SPOT ELEVATION
- PROPOSED DRAINAGE SWALE

NOTE

- * HORIZONTAL DATUM NA827 WISCONSIN STATE PLANE, SOUTH ZONE (4883)
- US FOOT
- VERTICAL DATUM CITY OF OAK CREEK 1929 DATUM MMSL 540.54 - CITY OF OAK CREEK DATUM

SOURCES

1. EXISTING SITE FEATURES AND TOPOGRAPHY: ALTAIRCAD LAND TITLE SURVEY FOR OAK CREEK STORAGE & HANDLING INC. PREPARED BY J.D. PROFESSIONAL SERVICES, P.C. DATED 02/01/2011 REV. 02/20/12
2. WETLANDS: PRIMAVERA WETLANDS CONSULTING AND PLANNING INC. WETLAND DELINEATION REPORT: BY MATTHEW J. LARSEN DATED JULY 31, 2014 EXHIBIT 7 DETAILED WETLANDS DATA POINTS AND PHOTOGRAPHIC INVENTORY: BY MATTHEW J. LARSEN DATED AUGUST 1, 2014

SCALE IN FEET

0	50	100
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PROPOSED GRADING PLAN (PHASE A)

OAK CREEK STORAGE AND HANDLING
6006 S 5TH AVENUE
OAK CREEK, WISCONSIN

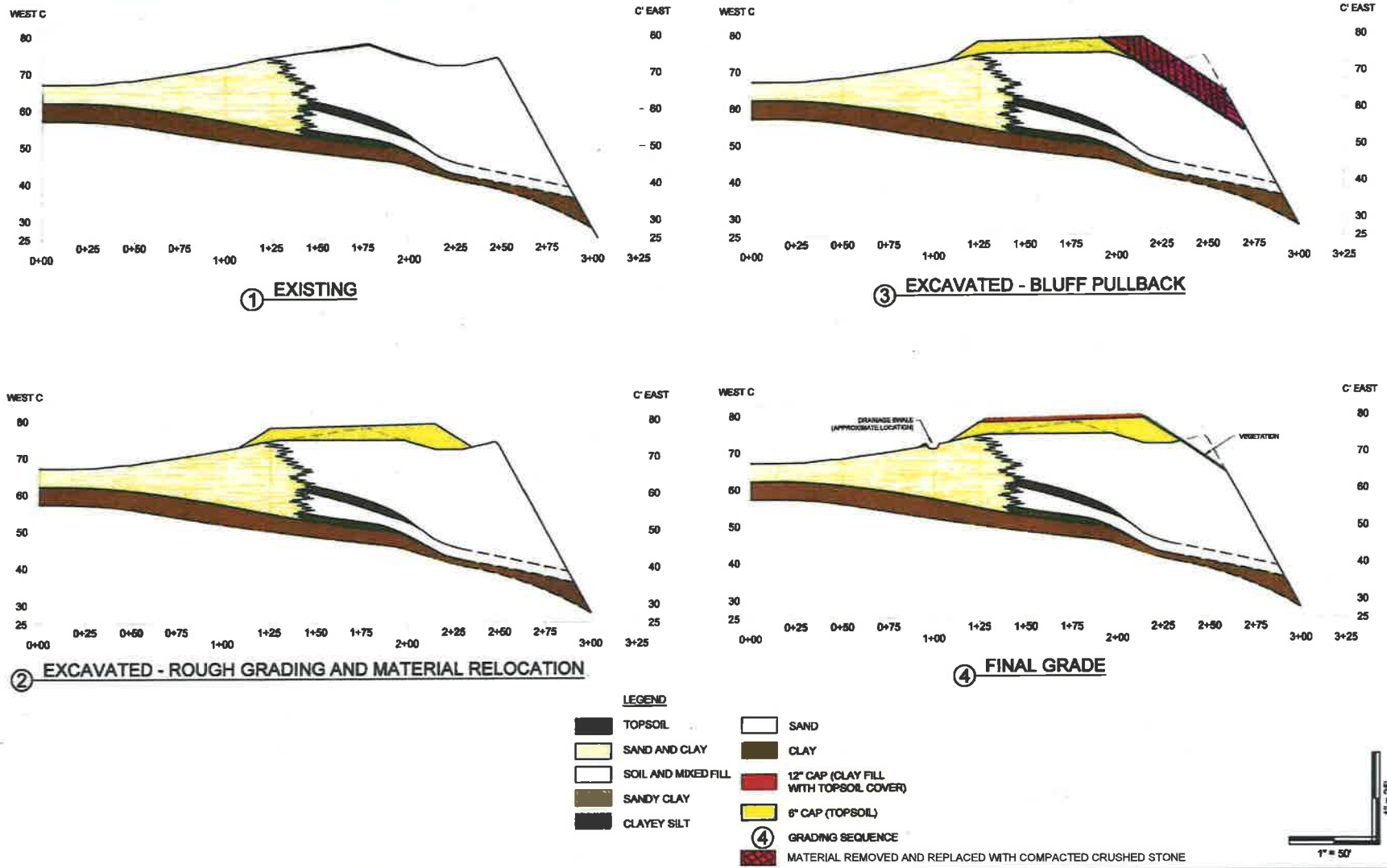
RAMBOLL ENVIRON

DRAFT

PREPARED BY: J.M.	DATE: 10/1/2016	FIGURE
DRAWN BY: W.B.	SCALE: 1" = 80'	7
APPROVED BY: J.M.	PROJECT: 21229884	

DRAWING: 6/1/16
 ALTAIRCAD, CONSTRUCTION BY PERMITS © 2016 WADSWORTH, JAMES & ASSOCIATES, INC. 21229884

DRAWING BOARD (REV. A) - PROPOSED INTERIM ACTION, 2125952A (FOR INTERIM CONSTRUCTION AND FIGURES)



City of Oak Creek Common Council Report

Meeting Date: July 7, 2015

Item No.: 16

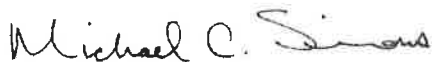
Recommendation: That the Common Council adopts Resolution No. 11592-070715, a resolution granting to We Energies a 15'x25' permanent electric easement at 8040 S. 6th Street. (Tax Key No. 813-9034-000) (2nd Aldermanic District)

Background: We Energies has designed the electrical service for the proposed street lighting system that will serve the Drexel Town Square (DTS) development. The service consists of primary voltage facilities up to and including a transformer to be located at the northwest corner of the parcel just east of the City Hall/Library site. This location was determined during the overall DTS site design.

It is We Energies' policy to have all of its primary voltage facilities located within permanent easements. Therefore, this easement must be in force before the service will be installed.

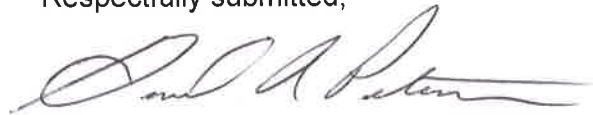
Fiscal Impact: None at this time. This being a permanent easement, We Energies would have the right to be compensated for the associated costs if the facilities would ever need to be relocated due to a future project.

Prepared by:



Michael C. Simmons, P.E.
City Engineer

Respectfully submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11592-070715

BY: _____

**RESOLUTION GRANTING TO WE ENERGIES A 15'X25' PERMANENT
ELECTRIC EASEMENT AT 8040 S. 6TH STREET**

(TAX KEY NO. 813-9034-000)

(2ND ALDERMANIC DISTRICT)

WHEREAS, We Energies is requiring a 15'x25' permanent electric easement to install a new buried electrical service addressing the City's request for a new electrical service for the proposed street lighting system for Drexel Town Square, and;

WHEREAS, the proposed permanent electric easement would be located across the City property at 8040 S. 6th Street, and;

WHEREAS, the We Energies buried line would bring primary voltage facilities to the transformer and WE Energies requires all of its primary voltage facilities be located within permanent easements;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the 15'x25' permanent electric easement at 8040 S. 6th Street be granted and the Mayor and City Clerk are hereby authorized to execute the same.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to transmit the executed easement to WE Energies for their recording of the document in the office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of July, 2015.

Passed and adopted this 7th day of July, 2015.

President, Common Council

Approved this 7th day of July, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

**DISTRIBUTION EASEMENT
UNDERGROUND JOINT**

Document Number

WR NO. 3791717

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF OAK CREEK**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land 15 feet by 25 feet along the north property line of **LOT 4 of Certified Survey Map No. 8573**, being a part of the **Northeast 1/4 of Section 17, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin**.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

813-9034
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

CITY OF OAK CREEK

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____,
the above named _____, the _____
and _____, the _____
of the CITY OF OAK CREEK, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Maria Koerner on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

KEY

█ -BOUNDARY OF PROPOSED UNDERGROUND EASEMENT



W DREXEL AVE

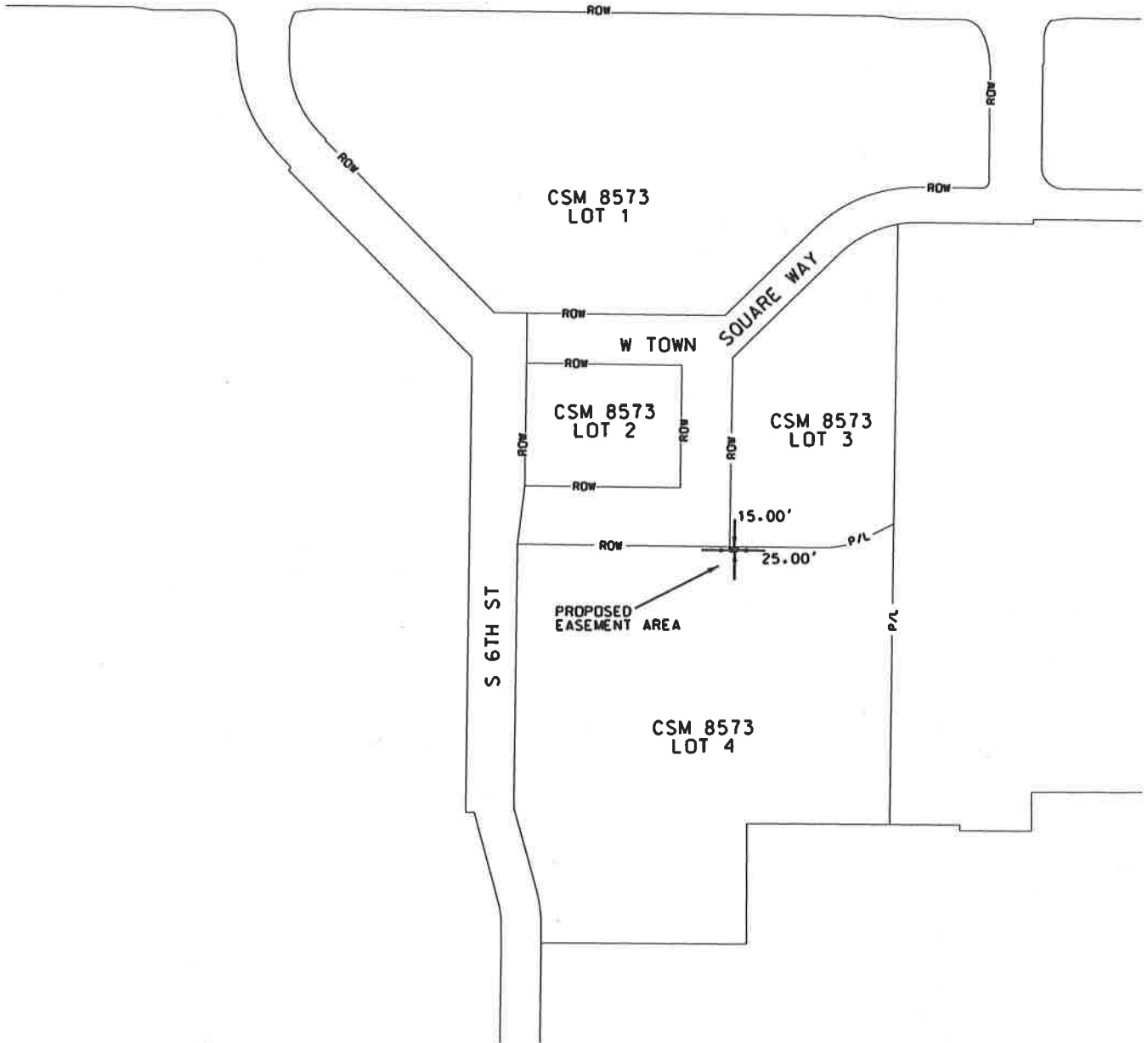


EXHIBIT "A"



CITY OF OAK CREEK
MILWAUKEE COUNTY
NE 1/4 SEC. 17, T5N, R22E

DRAWN BY: MARK FAHEY

DATE: 6/11/15

IDO NUMBER: WR 3791717

REVISIONS: _____

\$FILES

\$TIMES

\$DATES