

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



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

COMMON COUNCIL MEETING AGENDA

TUESDAY, SEPTEMBER 1, 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: 8/18/15

Presentation

4. **Presentation:** Presentation from Library Board President, Sharon Armstrong.

New Business

MAYOR & COMMON COUNCIL

5. **Motion:** Consider a *motion* to enter into a Relocation Service Agreement with Ace Worldwide Relocation Services to relocate furnishings for Library and City Hall to the new facility in October, 2015, in an amount of \$20,374 (by Committee of the Whole).
6. **Motion:** Consider a *motion* to award a bid to construct two shade structures at Drexel Town Square to ADK Design in the amount of \$25,040 (by Committee of the Whole).
7. **Motion:** Consider a *motion* to award the CISCO teleconference bid to Core BTS (by Committee of the Whole).
8. **Motion:** Consider a *motion* to award the Security Camera RFB to 911 Security Cameras, Inc. in the amount of \$62,350.00 for the new City Hall and Library (by Committee of the Whole).
9. **Motion:** Consider a *motion* to purchase three (3) Sharp MX-3140 copiers from Gordon Flesch Company, Inc., in the amount of \$22,236.00 for the new City Hall and Library (by Committee of the Whole).
10. **Motion:** Consider a *motion* to award the AV System RFB to ESG (Enterprise Systems Group) in the amount of \$432,119.94 for the new City Hall and Library (by Committee of the Whole).
11. **Motion:** Consider a *motion* to award the Video Display RFB to Communications Engineering Company in the amount of \$68,121.90 for the new City Hall and Library (by Committee of the Whole).

12. **Motion:** Consider a *motion* to award the Digital Signage System RFB to CEC (Communications Engineering Company) in the amount of \$173,897.82 for the new City Hall and Library (by Committee of the Whole).
13. **Resolution:** Consider *Resolution* No. 11642-090115, approving a Third Amendment to the Lease with the Oak Creek Little League (by Committee of the Whole).
14. **Motion:** Consider a *motion* to approve the Summary Report in the amount of \$549,629.94 (by Committee of the Whole).

ENGINEERING

15. **Resolution:** Consider *Resolution* No. 11636-090115, approving a storm water management practices maintenance agreement with Southfield Expansion II, LLC for their Southfield Apartment expansion at 6881 S. 13th St., (Tax Key No. 736-9999-003) (1st District).
16. **Resolution:** Consider *Resolution* No. 11643-090115, approving the Southfield Expansion II development agreement for the design and installation of public improvements at 6871, 6881, 6881R, 6933, 6939, and 6955 S. 13th St. (Project No. 15054) (Tax Key Nos. 736-8999-003, 736-8007, 736-8990-001, 736-8010, 836-8011) (1st District).

LICENSE COMMITTEE

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

17. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
 - Aimee R. Farren, 1912 High St., Racine (Noodles & Company)
 - Marie E. Gentil, 720 Sycamore Ave., South Milwaukee (Piggly Wiggly)
 - Brandon S. Ford, 10222 W. Fountain Ave., Milwaukee (Meijer)
 - Ryan P. Miksa, 6930 S. 20th St., Oak Creek (The Cellar)
 - Simranjeet K. Toor, 8225 S. Glenfield Dr., Oak Creek (Walgreens)
 - Arizona L. Shay, 607 Blake Ave., South Milwaukee (Ryan Road Mobil)
 - Nielle G. Hoffmann, 9237 S. 35th St., Franklin (Kwik Trip)
 - Crystal J. Wolf, 8260 S. 13th St., Oak Creek (Kwik Trip)
 - Keshia M. Perkins, 1334 Manitowoc Ave., South Milwaukee (Kwik Trip)
 - Kathleen A. Morgenson-Stencil, 8380 S. 13th St., Oak Creek (Kwik Trip)
 - Jillian C. Johnson, 7928 S. Wildwood Dr., Oak Creek (Kwik Trip)
 - Blake F. Hoskins, 9516 W. Brookside Dr., Greenfield (Kwik Trip)
 - Brian P. Malloy, 13790 W. Thomas Dr., New Berlin (Kwik Trip)
 - Bobbi J. Espinosa, 521 Lakeview Ave., South Milwaukee (Applebee's)
 - Chieng S. Senghkhamee, 3450 N. 84th St., Milwaukee
18. **Motion:** Consider a *motion* to grant a Class A Liquor – Cider only license to Pilot Travel Centers LLC dba Pilot Travel Center #040, George B. Kutschma, Agent, 2031 S. Ryan Rd. (*favorable background report received*).
19. **Motion:** Consider a *motion* to grant an original Class A Combination license to Kwik Trip, Inc., dba Kwik Trip, #290, Kevin Butler, Agent, 7880 S. 10th St., subject to issuance of an Occupancy Permit and final approval by the City Sanitarian and Inspection Department (*favorable background report received*).

Adjournment.

Public Notice

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

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

City of Oak Creek Common Council Report

Meeting Date: September 1, 2015

Item No.:

4

Recommendation: Consider presentation from Library Board President Sharon Armstrong.

Background: The new Oak Creek Library will be open to the public beginning Monday, October 19. Library Board President Sharon Armstrong will be at the September 1 Council meeting to explain what the community can expect both prior to and after the move regarding Library operations. These are exciting times for the Library as the new facility will allow for many community opportunities which the current space does not allow.

Fiscal Impact:

Submitted by:



Jill Lininger
Library Director

Reviewed by:



Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: September 1, 2015

Item No.: 5

Recommendation: Approve entering into a Relocation Services Agreement with **Ace Worldwide Relocation Services** to relocate furnishings for Library and City Hall to the new facility in October, 2015 in an amount of **\$20,374**.

Background:

The Oak Creek Public Library and Oak Creek City Hall are planning to relocate operations to their new facility in October 2015 in order to be open to the public at the new location on October 19, 2015. The Library Board of Trustees have approved closing the library to the public from October 10, 2015 – October 18, 2015 to move the contents of the Library and the Common Council has approved closing City Hall at noon on October 9, 2015 and October 16, 2015 to move the contents of City Hall.

Using a list provided by owner's representative, Steven Chamberlin, the Oak Creek Public Library Director solicited proposals from eight moving companies for time and material quotes to move the library and city hall. The following companies responded to the request: Ace Worldwide Moving, Yerges Van Lines, Inc., Graebl, and C Coakley. Based on a cost analysis of the proposals received, staff recommends that Ace Worldwide Relocation Services to provide relocation services for the Library and City Hall.

Fiscal Impact: Payment of these fees is accounted for in the project funding.

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared by:



Jill Lininger
Library Director

Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator



8/26/2015

Jill Lininger
8620 S. Howell Ave
Oak Creek, WI 53154

Jill,

Thank you for allowing Ace Worldwide the opportunity to provide you with a proposal for commercial relocation services. We approach all commercial relocations, no matter the size, as a short term merger between our organizations to accomplish a common goal. At Ace Worldwide, we are committed to providing the best resources to make your relocation worry free. We understand the importance in providing an accurate estimate, proper planning, personalized education, and unmatched execution. Your Ace Worldwide Project Manager will pay close attention to every detail of your project to minimize your downtime and save you money beyond our estimated cost. The following will describe each element of our commercial relocation process:

Estimating – This process begins with sitting down with you to get an overview of your project and a discussion of your operations. This discussion will help us separate areas that will relocate according to your operational flow. Next we conduct a walk-thru of your current space where your Ace project manager begins looking at the logistics of your building (i.e. Elevator, Stairs, Dock, Loading Area, etc.). We then take an inventory of all items, along with required packing equipment for content, which will be relocating to your new space. Your project manager will also be looking for items that require specialized moving equipment during the walk-thru (i.e. Safes, Machinery, Sensitive Items, etc.). Last we look at the logistics of your new building. The inventory is put into our proprietary software which gives us the number of loads or trucks needed to relocate all items. The logistics of both buildings is important to determine the size of crew needed to create an assembly line of items from your current space to the trucks and from the trucks to your new space. The cost is calculated based on the number of trucks, size of the crew, logistics, average time per load, equipment delivery/pick-up, and materials needed to successfully relocate your organization.

Planning – Planning began with the estimating process and is essential throughout the project. Your Ace Project Manager will continue planning with your internal project team, as well as Ace's operations team. Together we will establish dates and further develop schedules that meet your operational needs. Unforeseen changes due to construction delays, other contractors, increases in inventory, and sales/production levels are common when planning relocations. Your project manager will stay in close contact and make necessary adjustments to scheduling. Together in many cases, by staying in front of the changes, we can rework our plan so that there is no impact on cost.

Education – This is where your entire staff gets involved. Your Ace Worldwide Project Manager will provide your internal team with a PowerPoint, to be distributed company wide. We will schedule time slots to provide an in person explanation of the commercial relocation process and the personal requirements of your staff. We will pay close attention to packing and labeling. Each staff member is typically responsible for packing, labeling, drawing relocation sheets for their own items, however this service can be provided at an additional cost. The labeling process is crucial to successful execution as it provides a roadmap to the crew and saves you the headache of being asked where everything should be placed. When everyone takes part in this process it is very quick and painless, saving hours for the crew when placing items at your new location.



Execution — As Milwaukee’s largest moving and storage company, Ace has the crews, trucks, and equipment to successfully execute any size project. Numbers matter to some degree but more importantly the staff that Ace employs makes the difference. All of our crew members are full-time employees with experience. The crew leaders that will be in charge during execution have at least five years of experience in commercial relocation. Your Ace Project manager will be in constant communication with the crew leader before, during, and after the project. All of our plans will help Ace’s crew leaders and team execute the relocation flawlessly, on time and on budget.

Estimate Based on Following Schedule (Includes Fuel, Materials, and Overtime)

1 Week Prior: Pre-Move meetings with staff to explain the plan and process.

October 5th: Deliver 25 Library Carts, 30 Plastic Totes and 10 Tote Dollies to City Hall to pack cabinets to be painted, maintenance dept. and other Items which can move early. Also deliver 15 Library Carts, 20 Plastic Totes, and 5 Tote Dollies to pack library back offices. **(Labor/Truck: \$396.00 Estimated – 2 Movers 1 Truck 4 Hours)**

October 9th: Move freshly painted file cabinets from fire station, maintenance dept. and other early move items to new city hall. **(Labor/Truck: \$1,320.00 Estimated – 4 Movers 1 Truck 6 Hours)**

October 12th: Deliver additional packing materials to city hall for the main move Oct. 16th (20 Library Carts, 100 Plastic Totes, & 25 Tote Dollies) **Labor/Truck: \$66.00 Estimated – 1 Mover 1 Truck 1 Hour (Travel and Gear-up included w/ Library)**

October 12th – 14th: Move library collection including back office area, reference computers, security gates, and 4 Rows of Shelving, **(Labor/Truck: \$13,050.00 Estimated 11 Movers, 1 Truck, 1 Transportation Vehicle 3-10 Hour Days)**

October 16th Starting @ Noon: Move City Hall contents, computers, and furniture included on the list provided. **(Labor/Truck: \$3,696 Estimated 14 Movers, 2 Trucks, 1 Transportation Vehicle 7 Hours)**

October 22nd: Final Pick-up of all emptied library carts and plastic totes. **(Labor/Truck: \$396.00 Estimated – 2 Movers 1 Truck 4 Hours)**

Labor/Truck Estimate.....\$18,924.00
Materials Estimate (Including Rental).....\$1,450.00



Labor & Truck Rates		
	Normal Business Hours (M-F 8-5)	Afterhours (M-F & Sat.)
Mover/Leadman/Driver	\$33/hr	\$40/hr
Truck	\$33/hr	\$33/hr
Truck (Transportation)	\$150/event	\$150/event
*Includes Fuel Surcharge		
Equipment (Rental & Rates)		
	D=Daily W=Weekly M=Monthly	
Library Carts (40 Included)	\$2.35/D \$6.95/W \$25.00/M	
Plastic Totes (50 Included)	\$0.50/D \$1.40/W \$4.25/M	
Tote Dollies (15 Included)	\$0.10/D \$0.30/W \$1.00/M	
Computer Bags	\$1/bag	
Personal Bags	\$0.50/bag	
Labels	\$20/500 labels	

Thank you again for allowing Ace Worldwide the opportunity to submit our estimate for this important relocation. We truly appreciate the opportunity and look forward to serving you.

Sincerely,

Jason Hedrick

Jason Hedrick
 Commercial Relocation Consultant
 Ace Worldwide Moving & Storage
 262-442-1932

Ace Worldwide to provide all men and equipment to complete scope of work according to specifications submitted, per standard practices. Any alterations or deviation from above specifications involving extra costs will be executed upon written or verbal orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All workers are fully covered by Workmen's Compensation Insurance. In the event that collection for nonpayment is deemed necessary, acceptor of proposal agrees to pay any and all legal fees, plus interest in the amount of 1.5% per month. Please note Ace Worldwide payment terms are net 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

 AUTHORIZED SIGNATURE

 DATE



COMMERCIAL MOVING SERVICES VALUATION COVERAGE

In accordance with Uniform Commercial Code, 4-7-309, Duty of Care - contractual limitation of carrier's liability, this form describes Ace World Wide's limits of liability for cargo loss and damages and the options available to you if you wish to declare higher value.

Ace World Wide carries cargo insurance limited to \$500,000 per truckload and \$500,000 per occurrence.

Claims for loss and/or damage must be filed in writing within 30 days and all items in the claim must be made available to Ace World Wide for inspection. Items not made available to Ace World Wide for inspection will be denied. If you are moving items into areas that are not newly painted and carpeted, you agree that pre-existing damage may exist in these areas.

The following options are Legal Liability coverage, which covers loss and damage due to acts or omissions or negligence of the carrier. Ace World Wide advises that you may be able to obtain adequate coverage elsewhere.

1. **RELEASED VALUE**— Unless you select one of the other options in these descriptions, you agree that your goods will be covered by Ace at a value equal to sixty cents (\$0.60) per pound per article or the actual value of the article, whichever is less. For example, if we damage or destroy a desk that weighs 50 pounds, Ace's maximum liability is \$.60 per each pound, or in this example, \$30.00. There is no charge for this option.

INITIAL

2. **ACTUAL VALUE** – Actual Value means the total present value of your goods, also known as Depreciated Value. The cost for this coverage is \$1.00 per \$100 of value. A \$250.00 deductible applies to this coverage.

\$ _____
AMOUNT INITIAL

3. **FULL VALUE** -- Full Value means the total replacement value of your goods. The cost for this coverage is \$1.00 per \$100 of value. A \$250.00 deductible applies to this coverage.

\$ _____
AMOUNT INITIAL

FOR AMOUNTS OVER \$500,000 - For moves where the value of your goods is over \$500,000, a quote for coverage will be obtained upon your request. Premiums and deductibles will depend on the type of items being moved, the distance of the move, and other items particular to the move. For your move on _____, we have obtained coverage of \$ _____ for a premium of \$ _____. A deductible amount of \$ _____ applies to this coverage.

- * Failure to value goods at their true value will result in a reduced settlement.
- * Ace World Wide has given me the option to declare a higher value for my goods.
- * Settlement of claims for loss & damage is subject to full payment of all charges.

Company _____ Date _____
 Company's Representative _____
(Signature & Title) (Printed Name)

City of Oak Creek Common Council Report

Meeting Date: September 1, 2015

Item No.: 6

Recommendation: Award bid to construct two shade structures at Drexel Town Square to ADK Design in the amount of \$25,040.

Background: Earlier this year bids were sought for various site components and the landscaping and infrastructure for Drexel Town Square. Due to significant construction cost escalations, reductions were necessary to keep the project within budget. One component of the Town Square plan is a splash pad (see attached site plan and renderings). The splash pad is supported with two shade structures to help activate the space and provide shade from the sun and shelter from inclement weather (see attached renderings).


The original low bid for these structures was \$84,000 which the budget could not support. The shade structures are thought to be an important and necessary part of the project, so additional bids were sought and a low bid from ADK Design was received which reduced the cost to \$25,040. It is recommended the City award purchase of the shade structures to ADK Design in the amount of \$25,040.

Fiscal Impact: The cost of this Town Square component is beyond the TIF district budget and it is recommended the \$25,040 be funded from park impact fees. We are anticipating additional projects at DTS to be funded from park impact as well as using some of these fees for debt services.

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

June 9, 2015

Attn: Steve Morales
Rinka Chung
756 N Milwaukee St
Milwaukee, WI 53202

Re: Drexel Town Square – Shade Structures

Dear Mr. Morales,

ADK Design, Inc. is pleased to offer the following proposal for your review and approval pertaining to the shade structures for Drexel Town Square. This proposal will include the following:

- Provide and install (2) shade structures to include
 - Footings
 - Structural steelwork / roof deck
 - Fabricate wood structural members
 - Painting and staining
 - Permit
 - Engineering
- \$11,520.00 per unit
\$500.00
\$1,500.00

ADK Design is pleased to present a proposal for the above work in the amount of: \$25,040.00

Respectfully Submitted,

By: _____
Adam Kirchner/President

(Customer Signature)

(Date)

Acceptance of Proposal: The above prices, specification and conditions are satisfactory and are hereby accepted. Payment shall be made as outlined above. I understand that the Contractor or Subcontractor who performs on the contract and is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable Lien Laws. A 3% service charge will be assessed on all amounts over 30 days past due.





City of Oak Creek Common Council Report

Meeting Date: September 1, 2015

Item No.: 8

Recommendation: That the Common Council consider a motion to award the Security Camera RFB to 911 Security Cameras, Inc. in the amount of \$62,350.00 for the new City Hall and Library.

Background:

The City is completing the construction of the new City Hall and Library. The project was advertised and six (6) bids were received for the security cameras (47), servers, software and installation. The camera system covers both the interior and exterior of the new City Hall/Library building and the servers will allow additional cameras to be installed to monitor and record video at other city buildings.

The lowest responsive bidder was 911 Security Cameras. Bids are shown on page two (2).

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

Prepared by:



Caesar F. Geiger
Information Technology Director

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:

Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Security System RFB							
		ESG	Integral Building Systems, Inc.	911 Security Cameras	Per Mar Security	CEC	CEC
Item	Qty	Price	Price	Price	Price	Price	Price
Server/appliance - new City Hall	1	\$11,452.00	\$9,706.00	\$7,200.00	\$31,000.00	\$7,446.80	\$7,446.80
Server Camera Software with 10 CAL's	1	\$0.00	\$0.00	\$1,500.00		\$4,990.93	\$4,948.31
Exterior/external Cameras	11	\$6,806.80	\$13,530.00	\$7,700.00	\$35,200.00	\$14,199.90	\$14,199.90
Interior Ceiling/Wall Mount Cameras	33	\$16,216.20	\$16,918.00	\$18,150.00	\$74,250.00	\$29,688.25	\$29,688.25
Interior Ceiling/Wall Mount Cameras with Audio Recording/Mics at Service Desks	3	\$2,667.00	\$1,538.00	\$2,100.00	\$6,302.00	\$3,106.98	\$3,106.98
Project management, installation, configuration and training for entire system		\$27,168.74	\$24,565.00	\$18,500.00	\$8,500.00	\$18,741.56	\$18,741.47
Sub-total lump sum bid price for Turn-Key Security Camera system, including training and first year regular/preventive maintenance		\$64,310.74	\$66,257.00	\$55,150.00	\$155,252.00	\$78,174.42	\$78,131.71
Optional redundant Server/appliance - Police Department	1	\$13,940.00	\$9,706.00	\$7,200.00	\$31,000.00		
Total lump sum bid price for Turn-Key Security Camera system, including training and first year regular/preventive maintenance		\$78,250.74	\$75,963.00	\$62,350.00	\$186,252.00	\$78,174.42	\$78,131.71
Optional cost for years 2-5 for vendor maintenance		\$132/hr	\$21,600.00	\$6,800.00	\$11,400.00	\$16,000.00	\$16,000.00
Yearly support/updates for Enterprise Software		\$0.00	\$975.00	\$1,600.00	\$0.00	\$300.00	\$300.00
Yearly support/updates for Client software (CAL's) if required		\$0.00	\$0.00	\$1,550.00	\$0.00	\$0.00	\$0.00
Additional CAL's or user licenses (per license)	1	\$0.00	\$0.00	\$0.00	\$360.00	\$200.00	\$200.00
Performance Bond		\$776.14					
Software		MVR ACTI	Exacq Vision	Video Insight Management System		Exacq Vision	Milestone

City of Oak Creek
Common Council Report

Meeting Date: September 1, 2015

Item No.: 9

Recommendation: That the Common Council consider a motion to purchase Sharp MX-3140 copiers from Gordon Flesch Company, Inc., in the amount of \$22,236.00 for the new City Hall and Library.

Background: The City is completing the construction of the new City Hall and Library. The existing copiers at the City and Library have been evaluated as to age, condition and service contract pricing. It was determined that the following copiers would be moved from the existing buildings and that an additional three (3) units would be required.

Model	Existing Location	Install Date
Canon IR 6275	Clerk's Office	9/1/2014
Canon IR C 5250	Clerk's Office	9/1/2014
Canon iR-1730iF	Health Department	10/30/2012
Canon iR-3045	Recreation Department	12/26/2007
Sharp MX-3100N	Library	5/2/2011

Three bids were received in response to the city's request for pricing using the State of Wisconsin pricing contract as a base. Bids were as follows:

Gordon Flesch Company, Inc.	OTG	Office Copying Equipment LTD.
Price	Price	Price
\$22,236.00	\$23,683.00	\$34,052.00

The service contract pricing is based on the State of Wisconsin pricing and will be valid for a minimum of three (3) years. The service contract pricing per click is:

B/W click charges	\$0.0090
Color click charges	\$0.0650

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

Prepared by:



Caesar F. Geiger
Information Technology Director

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:

Bridget M. Souffrant, CMTW
Finance Director / Comptroller

City of Oak Creek Common Council Report

Meeting Date: September 1, 2015

Item No.: 10

Recommendation: That the Common Council consider a motion to award the AV System RFB to ESG (Enterprise Systems Group) in the amount of \$432,119.94 for the new City Hall and Library.

Background: The City is completing the construction of the new City Hall and Library. The project was advertised and three (3) bids were received for the digital display hardware, servers, software and installation. The audio/video system will provide for audio and video in each of the conference rooms, Common Council Chambers, Library multimedia room, Library training room and the Library meeting rooms. This bid also covers the equipment and installation of the camera recording system for the broadcast of meetings in the Common Council Chambers.

The lowest responsive bidder was ESG. Bids are:

AV SYSTEM RFB			
	ESG	CEC	Professional Audio Design
Room	Price	Price	Price
Total	\$432,119.94	\$469,041.66	\$529,346.00

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

Prepared by:



Caesar F. Geiger
Information Technology Director

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:

Bridget M. Souffrant, CMTW
Finance Director / Comptroller

City of Oak Creek Common Council Report

Meeting Date: September 1, 2015

Item No.: 11

Recommendation: That the Common Council consider a motion to award the Video Display RFB to Communications Engineering Company in the amount of \$68,121.90 for the new City Hall and Library.

Background: The City is completing the construction of the new City Hall and Library. The project was advertised and three (3) bids were received for the video displays (46) and mounting hardware. The video displays will be used in conference rooms, as digital signage and for training purposes.

The lowest responsive bidder was Communications Engineering Company. Bids were shown as follows:


Video Displays RFB				
		ESG	CEC	Professional Audio Design
Item	Quantity	Price	Price	Price
32" display	4	\$1,360.00	\$1,535.60	\$1,604.60
32" display mount	4	\$280.00	\$368.00	\$513.24
50" display	25	\$20,975.00	\$19,085.00	\$20,000.00
50" display flat wall mount	22	\$1,760.00	\$2,024.00	\$2,814.48
50" display ceiling mount	1	\$250.00	\$215.05	\$300.92
50" display articulating wall mount	1	\$225.00	\$249.55	\$207.59
50" display portable confidence monitor mount	1	\$500.00	\$400.20	\$560.00
60" display	3	\$3,285.00	\$2,874.30	\$3,065.52
60" display mount	3	\$240.00	\$365.70	\$511.72
70" display	9	\$18,900.00	\$14,374.80	\$15,341.38
70" display mount	9	\$855.00	\$1,097.10	\$1,535.17
80" display	3	\$13,500.00	\$9,289.50	\$9,913.79
80" display mount	3	\$510.00	\$365.70	\$511.72
90" display	2	\$14,000.00	\$13,050.40	\$14,006.90
90" display mount	2	\$340.00	\$365.70	\$341.15
Freight			\$2,461.30	\$980.00
Sub-total lump sum bid price for display package system		\$76,980.00	\$68,121.90	\$72,208.18

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

Prepared by:


Caesar F. Geiger
Information Technology Director

Respectfully submitted by:


Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:

Bridget M. Souffrant, CMTW
Finance Director / Comptroller

City of Oak Creek Common Council Report

Meeting Date: September 1, 2015

Item No.: 12

Recommendation: That the Common Council consider a motion to award the Digital Signage System RFB to CEC (Communications Engineering Company) in the amount of \$173,897.82 for the new City Hall and Library.

Background: The City is completing the construction of the new City Hall and Library. The project was advertised and three (3) bids were received for the servers, software and installation. The Visix software will allow for the programming of the video displays at the City Hall and Library and the recording/display of meetings. Next year it is planned that the Visix software will also be used to provide for video display messages to be programmed and displayed in other city buildings.

The lowest responsive bidder was CEC. Bids are shown on page two (2).

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

Prepared by:



Caesar F. Geiger
Information Technology Director

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:

Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Digital Signage System RFB				
		ESG	CEC	Professional Audio Design
Item	Quantity	Price	Price	Price
Server Software- Content Manager	1	\$16,198.80	\$10,618.82	\$14,998.89
Standard Channel Player	32	\$74,841.60	\$62,266.24	\$69,297.78
Channel player with cable TV connectivity	2	\$4,948.80	\$4,127.64	\$4,582.22
Cable TV card for Channel player	2	\$792.00	\$705.64	\$733.33
Server Software- Alert Notification Module	1	\$2,068.80	\$500.00	\$1,915.56
Server Software- Schedule data, Microsoft Exchange support	1	\$832.80	\$300.00	\$771.11
10" Meeting room sign	19	\$34,633.20	\$31,813.98	\$32,067.78
15" display sign	4	\$7,675.20	\$6,933.68	\$7,106.67
EPS wireless meeting room sign	16	\$3,936.00	\$3,587.20	\$3,644.44
EPS RF content transmitter	3	\$2,185.20	\$2,120.46	\$1,970.00
Server Software- EPS Conference and Content Manager	2	\$1,418.40	\$1,180.00	\$1,348.89
EPS custom faceplate	16	\$1,152.00	\$1,132.80	\$1,066.67
System software- remote implementation, hrs.	40	\$6,720.00	\$6,200.00	\$6,222.22
System customer training package	1	\$2,242.80	\$2,205.42	\$2,076.67
Server Software- maintenance agreement, 1 year	1	\$2,804.40	\$2,757.66	\$2,596.67
Channel Player Software- maintenance agreement, 1 year	34	\$7,629.60	\$5,576.68	\$7,064.44
Meeting room sign- maintenance agreement, 1 year	23	\$4,664.40	\$3,772.46	\$4,318.89
EPS Server Software- maintenance agreement, 1 year	1	\$254.40	\$250.16	\$235.56
Custom Theme Package	1	\$2,154.00	\$1,953.85	\$1,994.44
Project management, installation and configuration for entire system		\$5,000.00	\$24,043.31	\$17,243.67
Total lump sum bid price for Turn-Key Digital Signage system, including training and first year regular/preventive maintenance		\$182,152.40	\$172,046.00	\$181,255.90
Optional cost Desktop Messenger/ Publisher	1	\$2,024.40	\$1,000.00	\$1,874.44
Optional cost Desktop Messenger client license	50	\$224.40	\$249.50	\$207.78
Optional cost Screensaver Messenger/ Publisher	1	\$448.00	\$352.82	\$415.56
Optional cost Screensaver client license	50	\$224.00	\$249.50	\$207.78
Total		\$185,073.20	\$173,897.82	\$183,961.46

City of Oak Creek Common Council Report

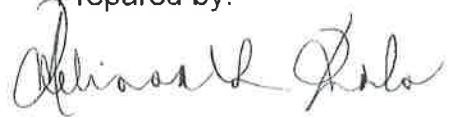
Meeting Date: 09-1-15

Recommendation: That the Common Council adopt Resolution No. 11642-090115, a Resolution Approving a Third Amendment to the Lease with the Oak Creek Little League, Inc.

Background: The Little League complex is located on land owned by the City of Oak Creek on a portion of the Northbranch Industrial Park. That facility has been in existence for over 30 years. The City and the Little League entered into a Lease on September 20, 1983 for a period of 15 years or until September 30, 1998. On June 26, 1991, the term of the Lease was extended until September 30, 2013 and the Little League had an option to renew the Lease for an additional 15 year term by providing notice of its intent to renew the Lease within 12 months of the date of expiration of the Lease or on or before September 30, 2012. That notice was never provided and so technically the Lease has expired. Nonetheless, the City and the Little League wish to mutually agree to extend the term of the Lease until December 31, 2030 with another option to the Little League to renew the Lease for an additional 15 year period. It was felt that it was best to end the lease at the end of the calendar year and in 2030 rather than 2028. This Third Amendment to the Lease accomplishes that objective.

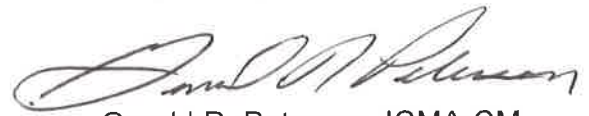
Fiscal Impact: None.

Prepared by:



Melissa L. Karls
City Attorney

Respectfully submitted,



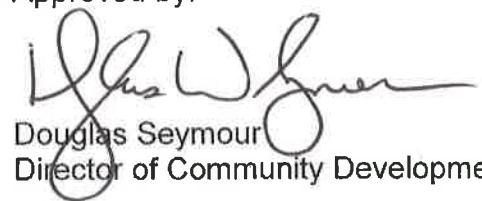
Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Approved by:



Douglas Seymour
Director of Community Development

RESOLUTION NO. 11642-090115

RESOLUTION APPROVING A THIRD AMENDMENT TO THE LEASE WITH OAK
CREEK LITTLE LEAGUE, INC.
(1st Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Third Amendment to the Lease with the Oak Creek Little League, Inc. be and the same are hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of September, 2015.

Passed and adopted this 1st day of September, 2015.

Common Council President, Kenneth Gehl

Approved this 1st day of September, 2015.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

THIRD AMENDMENT TO LEASE

WHEREAS, the City of Oak Creek, a municipal corporation of the State of Wisconsin, ("Lessor") and Oak Creek Little League, Inc., a non-stock corporation organized and existing under the laws of the State of Wisconsin (hereinafter referred to as "Lessee"), entered into a Lease dated September 20, 1983 for a certain vacant tract or parcel of land situated in the City of Oak Creek, County of Milwaukee and State of Wisconsin more particularly described as follows:

That part of the Southeast One-quarter (1/4) of Section Eight (8), Town Five (5) north, Range Twenty-two (22) East, in the City of Oak Creek, County of Milwaukee and State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said ¼ Section; thence N 00° 08' 20" E along the West line of said ¼ Section 661.92 feet to a point; thence S 89° 06' 25" E, 424.23 feet to a point on the East ROW line of South 6th Street; thence Southeasterly, 7.35 feet along the arc of a curve whose center lies to the Northeast, whose radius is 770 feet and whose chord bears S 25° 29' 35" E, 7.35 feet to a point; thence S 25° 45' 59" E, 46.53 feet to a point; thence Southeasterly 70.92 feet along the arc of a curve whose center lies to the Southwest, whose radius is 755 feet and whose chord bears S 23° 04' 34" E, 70.86 feet to the point of beginning; thence N 50° 53' 35" E, 175.69 feet to a point; thence S 89° 06' 25" E, 118.27 feet to the Southeast corner of Lot 1 of CSM 1058; thence N 00° 08' 20" E, 330.85 feet to the Northeast corner of said Lot 1; thence N 89° 05' 59" W, 30.00 feet to the Southeast corner of Lot 1 of CSM 686; thence N 00° 08' 20" E, 330.87 feet to the Northwest corner of Parcel 2 of CSM 422; thence S 89° 05' 32" E, 450.00 feet to a point; thence N 00° 08' 20" E, 380.00 feet to a point; thence S 84° 50' 50" E, 14.5 feet to a point; thence 385.18 feet along the arc of a curve whose center lies to the South, whose radius is 340.00 feet and whose chord bears S 57° 08' 44" E, 364.90 feet to a point; thence S 24° 41' 29" E, 155.70 feet to a point; thence Southeasterly and Southerly 422.90 feet along the arc of a curve whose center lies to the West, whose radius is 539.73 feet and whose chord bears S 02° 14' 40" E, 412.17 feet to a point; thence 538.85 feet along the arc of a curve whose center is to the Northeast, whose radius is 440.00 feet and whose chord bears S 55° 48' 33" E, 505.80 feet to a point; thence N 89° 06' 25" W, 390.94 feet to a point; thence S 00° 08' 20" W, 30.00 feet to a point; thence N 89° 06' 25" W, 170 feet to a point; thence S 50° 53' 35" W, 180 feet to a point on the East ROW line of South 6th Street; thence Northwesterly, 30.02 feet along said East ROW line to the point of beginning; and,

WHEREAS, Lessor and Lessee entered into an Amendment to Lease dated June 26, 1991; and,

WHEREAS, Lessor and Lessee entered into a second amendment to Lease dated May 6, 1992; and,

WHEREAS, the term of the Lease expired September 20, 2013; and,

WHEREAS, the Amendment to the Lease provided that the Lessee would have an option to renew the Lease for an additional 15 year term or until September 30, 2028 on terms and conditions including the amount of rent as mutually agreed to by Lessor and Lessee; and,

WHEREAS, Lessee has failed to provide notice of an intent to renew the Lease and technically the Lease has terminated; and,

WHEREAS, Lessor and Lessee nonetheless wish to extend the term of the Lease until December 31, 2030.

NOW THEREFORE, IT IS HEREBY AGREED that:

1. Paragraph 15 of the original Lease and paragraph 4 of the Amendment to Lease is amended to provide that the Lease shall expire on December 31, 2030. Paragraph 13 is further amended to provide that Lessee shall have an option to renew the Lease for an additional 15 year term or until December 31, 2045 on terms and conditions including the amount of rent as mutually agreed to by both Lessor and Lessee in writing prior to December 31, 2030. Lessee shall notify the Lessor of its intent to exercise this renewal option in writing on or before December 31, 2029. Failure of the Lessee to provide such notice in writing or failure of Lessor and Lessee to agree on the terms and conditions of the Lease for the renewal term shall operate as a termination of said Lease.
2. Except as herein amended the terms of the original lease dated September 20, 1983, the Amendment to Lease dated June 26, 1991 and the Second Amendment to Lease dated May 6, 1992 shall remain in full force and effect.

Dated this ____ day of _____, 2015.

In the presence of:

CITY OF OAK CREEK

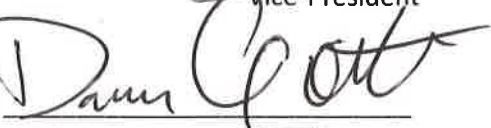
By: _____
Steven Scaffidi, Mayor

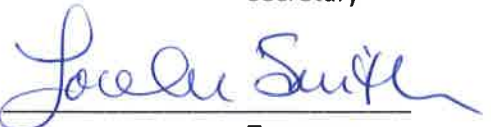
By: _____
Catherine A. Roeske, City Clerk

OAK CREEK LITTLE LEAGUE

By:  _____
President

By:  _____
Vice-President

By:  _____
Secretary

By:  _____
Treasurer

City of Oak Creek Common Council Report

Meeting Date: September 1, 2015

Item No.: 14

Recommendation: That the Common Council approves payment of the obligations as listed on the August 26, 2015 Invoice GL Distribution Report.

Background: Of note are the following payments:

1. \$30,819.00 Bray Associates Architects INC (pg #2) for architectural services relating to for City Hall, Library, and Fire Station.
2. \$43,128.00 Chamberlin Group, LLC (pg #2-3) for Owners Representative services.
3. \$7,600.00 Convey Compliance System (pg #3) for support for annual Affordable Care Act reporting.
4. \$86,387.42 Core BTS, INC (pg #3) for VOIP Phone System project.
5. \$9,719.84 DLT Solutions, INC. (pg #5) for annual license fee for IT support software.
6. \$5,665.16 Engberg Anderson, INC. (pg #5) for new City Hall Library furnishing contract services.
7. \$6,660.95 Godfrey & Kahn, S.C. (pg #6) for legal services.
8. \$13,431.50 Graef (pg #6-7) for professional services and grant assistance.
9. \$10,400.86 Kansas City Life Insurance (pg #8) for September disability insurance.
10. \$9,364.77 Multimedia Communication & Engineering, INC. (pg #10) for fiber optic service at new City Hall building.
11. \$5,120.00 Professional Service (pg #12) for semi-annual monitoring Drexel landfill.
12. \$65,654.00 R.A Smith National (pg #13) for inspection services on Drexel & 20th Street project 15023, and Drexel Town Square.
13. \$79,686.07 Strand Associates, INC. (pg #13-14) for engineering and administration service for July 2015.
14. \$53,370.45 WE Energies (pg #15) for street lighting, electricity and natural gas.
15. \$12,584.50 Wheaton Franciscan Medical Group (pg #16) for recruitment testing, pre-employment physicals, and health clinic contract
16. \$39,023.66 WI Dept. of Transportation (pg #16) for Drexel Town Square required traffic improvements.

Fiscal Impact: Total claims paid of \$549,629.94

Prepared by/Fiscal Review by:



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

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date September 1, 2015

Item No.: 15

Recommendation: That the Common Council adopts Resolution No. 11636-090115, a resolution approving a storm water management practices maintenance agreement with Southfield Expansion II, LLC for their Southfield Apartment expansion at 6881 S. 13th Street. (Tax Key No. 736-8999-003) (1st Aldermanic District)

Background: The proposed Southfield Expansion II located at 6881 S. 13th Street requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

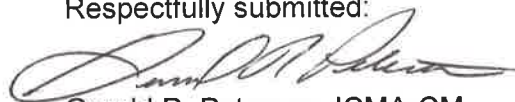
Fiscal Impact: None. The owner is responsible for all costs per the Storm Water Management Practices maintenance agreement.

Prepared by:



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

Respectfully submitted:



Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11636-090115

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT FOR THE SOUTHFIELD EXPANSION II LOCATED AT 6881 S. 13TH STREET

(TAX KEY NO. 736-8999-003)

(1ST ALDERMANIC DISTRICT)

WHEREAS, Southfield Expansion II, LLC (Owner), requires onsite storm water management practices for their proposed Southfield apartment expansion located at 6881 S. 13th Street, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of September, 2015.

Passed and adopted this 1st day of September, 2015.

President, Common Council

Approved this 1st day of September, 2015.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

11636-090115

Document Number

SOUTHFIELD EXPANSION II
Storm Water Management Practices Maintenance
Agreement
Document Title

Recording Area

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

736-8999-003

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2015, by and between Southfield Expansion II, LLC, 5300 S. 108th Street, Suite 1, Hales Corners, WI 53130, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

Lot 1 of Certified Survey Map No. 8710, being a redivision of Lot 1 and Lot 2, Certified Survey Map No. 7822 and Parcel 2, Certified Survey Map No. 4261 and Lands in the Northeast ¼ and Southeast ¼ of the Southeast ¼ of Section 6, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Southfield Expansion II, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

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

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

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

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlet owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation

to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.

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



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

Location: _____

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

Watershed _____

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

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

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

City of Oak Creek Common Council Report

Meeting Date: September 1, 2015

Item No.: 16

Recommendation: That the Common Council adopts Resolution No. 11643-090115, which would approve the Southfield Expansion II development agreement for the design and installation of public improvements at 6871, 6881, 6881R, 6933, 6939, and 6955 S. 13th Street. (Tax Key Nos. 736-8999-003, 736-8007, 736-8990-001, 736-8010, 836-8011) (1st Aldermanic District) (Project No. 15054)

Background: This development agreement is for the installation of public water main and private interceptor sanitary sewer. Southfield Expansion II, LLC has proposed expanding the existing apartment complex with 40 units in 5 buildings and 6 garages. This agreement will provide the City with the authority to direct and control the design and construction of the required public improvements to ensure they meet City codes and specifications.

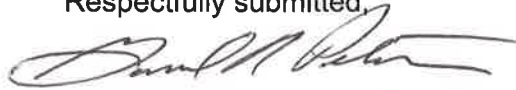
Fiscal Impact: None. Developer pays for all improvement costs.

Prepared by:



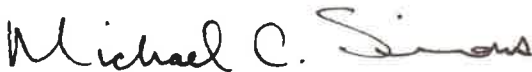
Brian L. Johnston, P.E.
Assistant City Engineer

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11643-090115

BY: _____

**RESOLUTION APPROVING THE
SOUTHFIELD EXPANSION II
DEVELOPMENT AGREEMENT**

TAX KEY NOS. 736-8999-003, 736-8007, 736-8990.001, 736-8010, 836-8011

(1ST ALDERMANIC DISTRICT)

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of September, 2015.

President, Common Council

Approved this 1st day of September, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes: _____ Noes: _____

Document Number

DEVELOPMENT AGREEMENT
SOUTHFIELD EXPANSION II
Document Title

Recording Area

Douglas Seymour, Director
Dept. of Community Development
8640 South Howell Avenue
Oak Creek, WI 53154

Name and Return Address

736-8990-001, 736-8007,
736-8999-003, 736-8010, 736-8011

Parcel Identification Number (PIN)

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between SOUTHFIELD EXPANSION II, LLC, a Wisconsin Limited Liability Company, 5300 South 108 Street, Suite 1, Hales Corners, Wisconsin, 53130, hereinafter referred to as the "Developer," and the CITY OF OAK CREEK, hereinafter referred to as the "City";

WITNESSETH:

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

That part of the Southeast ¼ of Section 6, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, State of Wisconsin bounded and described as follows:

Lot 1 of Certified Survey Map No. 8710, being a redivision of Lot 1 and Lot 2, Certified Survey Map No. 7822 and Parcel 2, Certified Survey Map No. 4261 and Lands in the Northeast ¼ and Southeast ¼ of the Southeast ¼ of Section 6, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

WHEREAS, the Developer has submitted a development plan, known as Southfield Expansion II, located on land identified as Tax Key Nos. 736-8990-001, 736-8007, 736-8999-003, and a portion of 736-8010 and 736-8011 encompassing the herein above-described lands for the purpose of constructing a multi-family residential housing project, comprised of 40 units

in 5 buildings with 48 garage stalls in 3 buildings, hereinafter referred to as the "Development," as illustrated in the attached Site Development Plan, and

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

WHEREAS, the Municipal Code of the City provides that as a condition of approval, the Common Council of the City of Oak Creek may require that the Developer make and install any public improvements reasonably necessary to service the Development and the City, and

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

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

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

1. Project Construction

The Developer shall design, construct, and receive the City Engineer's written approval for all public and private site improvements, including grading and drainage, erosion control, sanitary sewer, water main, storm sewer, and roadways for the Development.

A. Developer may elect to proceed with grading at any time following execution of this Agreement once the City Engineer has provided written approval of the Development's Storm Water Management Plan, grading, and erosion control plans, which include the construction of applicable storm water management facilities called for under the Storm Water Management Plan and as approved by the Milwaukee Metropolitan Sewerage District (MMSD).

B. Building permits for structures within the development shall be issued by the City as specified below:

- 1) Building permits for Buildings 11, 12, 13, 14, and 15 and Garages A/14, 10/11 and 12/13 shall be issued upon approval of the Storm Water Management Plan by the City and MMSD, approval and execution of this Agreement, and the City's Police and Fire Chiefs' written approval of emergency access roadway(s) and adequate water/fire hydrant service per Sec. 15.219(c) of the Municipal Code to the aforementioned buildings and garages.

Occupancy permits for Buildings 11, 12, 13, 14, and 15 and Garages A/14, 10/11, and 12/13 shall be issued upon completion of all public and private improvements serving said structures and when the requirements of this Agreement are met and certified as complete and approved by the Building Inspection Department.

- C. Any building construction that occurs above ground without a permit and without satisfying the conditions set forth in this Agreement is subject to a \$5,000 per day forfeiture per building.
- 2. The proposed site is served and will benefit by the existing sanitary sewer and water main as installed within W. Birdsong Drive. No oversizing of public improvements is required for this project.
- 3. Special Assessments and Waiver - There are no outstanding special assessment payments required for this agreement.
- 4. Impact & Bike Path Fees - A bike path acquisition fee of \$50.00 per dwelling unit, is required of all residential developments. The impact fees established by Ordinance 2562 shall also apply to this development. The Developer agrees to pay the \$50.00 bike path fee and the appropriate impact fees created by this development at the time building permits are issued.
- 5. Time Period to Install Improvements - The public and private improvements shall be installed in accordance with Exhibit A.
 - A. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate all public improvements to the City.
 - B. In the event the Developer does not complete the installation of the public improvements, the City shall have the authority to complete same and take title thereto. The lending institution providing the Bond, Letter of Credit, or other security instrument shall pay to the City the cost of such completion on demand, and upon failure to do so, in whole or part, the City shall without notice of hearing impose a special assessment for the amount of said completion costs upon each and every building site or tax key parcel in the development, payable with the next succeeding tax roll.
 - C. In accordance with Section 3.06 of the Oak Creek Municipal Code and under Sections 66.60 and 66.62 of the Wisconsin Statutes and other statutory provisions, the City may exercise its power to levy special assessments for the required public improvements that shall benefit the development.
- 6. Items Prior to Construction - Prior to the commencement of construction of required improvements by the Developer, the City Engineer shall ensure that the following requirements are met:
 - A. Approval of all plans required per Exhibit A.
 - B. Developer has issued a notice to proceed.
 - C. Developer and the City have arranged a pre-construction conference.
 - D. All pertinent approvals by the Milwaukee Metropolitan Sewerage District, the State of Wisconsin Department of Natural Resources, the State of Wisconsin Department of Transportation, Milwaukee County or other required

jurisdictional agencies. The review and approval of sanitary plans by the City (and its Utility) and MMSD occur independently. Approvals are based in part on each system's ability to handle the proposed additional sanitary sewer waste flows.

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

7. Development Approval - Upon certification by the City Engineer and City Fire Chief that all of the required public improvements are constructed, inspected, and found to be in compliance with City requirements, development approval will be granted by the Common Council. Development approval for the entire project will be granted by the Common Council upon certification by the City Engineer that all of the required public improvements are constructed, inspected, and found to be in compliance with City requirements and the Development Agreement requirements have been satisfied, development approval for the entire project will be submitted to the Common Council.
8. Reimbursement of Costs - The Developer shall reimburse the City for all outstanding fees, expenses, costs, and disbursements that were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the Development's public improvements and storm water management covered by this Agreement. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials related to any public improvements.
9. Workmanship Guarantee - Developer shall guarantee the public improvements described in Exhibit A against defects due to faulty materials or workmanship for a period of two years from the date of final development approval. The Developer shall establish a cash escrow to guarantee Developer's maintenance obligations hereunder in an amount not less than 10% of construction costs to cover the guarantee period for each of the public improvements. The Developer shall establish a grading escrow of \$3,000 per building. The escrow will be returned once final approval of the project is granted by the City Engineer. This will allow for the occupancy of individual building prior to the completion of the entire project.
10. Hold Harmless - The Developer shall indemnify and save harmless the City, its officers, agents, and employees from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomever is owed, which may in any manner result from the negligent construction or operation of improvements covered thereby, the violation of any law or ordinance, the infringement of any patent, trademark, trade name or copyright, and the use of improvements prior to their formal dedication to the City as provided for in this Agreement.
11. Financial Guarantees
 - 1) To insure the completion of the landscaping as required, the Developer shall deliver to the City a Bond or Letter of Credit approved as to form by the City Attorney prior to issuance of a building permit. The amount of the Bond or Letter of Credit shall be 150% of the estimated cost of project landscaping as prepared by the Developer, subject to approval by the Director of Community

Development. Developer shall not commence construction of public improvements until the Bond or Letter of Credit has been approved by the City Attorney and is filed with the City.

- 2) All Bonds or Letter of Credit shall be established by the Developer and a responsible corporate surety or lending institution licensed to do business in the State of Wisconsin, be satisfactory to the City Attorney, and shall guarantee to the City the performance by the Developer of its obligations covered in the Agreement.
- 3) All Bonds and Letter of Credit established are security devices only and in no manner shall limit the liability of the Developer to the City. A copy of security instruments and cost estimates must be on file in the office of the City Clerk before any work commences.
- 4) The Director of Community Development shall approve Letter of Credit reduction requests on improvements within ten days from written request by the Developer. This will be based on building occupancy. The requests shall be countersigned by the City Clerk. Approval of these requests does not constitute approval of the public or private improvements or acceptance of their workmanship. No liability whatsoever shall attach or accrue to the City as a result of its approval of any progress payments or Letter of Credit reductions hereunder.

A. Security Deposit

Prior to, and as a condition of, final approval, the Developer shall deposit the Collateral to secure the prompt, full and faithful performance by Developer of those obligations identified in Section 9, for a two-year Workmanship/Guarantee for public water improvements in the amount of 10 percent of the construction cost, and in 11.B.2 and 3 of this Section, and those expenses identified in Section B, inclusive of a \$1,000 deposit for such expenses to be made at the time of execution of this agreement, and all obligations of the Developer hereunder. The City is not required to hold the Collateral in any special or trust account, but may commingle the Collateral with other funds of the City. Interest shall be paid to the Developer on the Collateral. If the Developer fails to perform any of its obligations hereunder, the City may use, apply or retain the whole or any part of the Collateral together with interest therein, if any, for payment of: (a) sums of money due from the Developer under this agreement; (b) any sum expended by the City on the Developer's behalf in accordance with this agreement; and/or (c) any sum which the City may expend or be required to expend by reason of the Developer's default under this agreement.

The use, application or retention of the Collateral, or any portion thereof, by the City shall not prevent the City from exercising any other right or remedy provided by this agreement or by law (it being intended that the City shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which the City may otherwise be entitled. If any portion of the Collateral is used, applied or retained by the City, prior to the termination of this agreement, for the purposes set forth above, Developer agrees, within 10 days after the written demand therefore is made by the City, to deposit cash with the City in an amount sufficient to restore the Collateral to its original amount.

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

- 1) Completion of landscaping: including establishment of vegetative cover.
- 2) Payment of reasonable in-house administrative and inspection fees.
- 3) Maintenance fund for public improvements as described in Paragraph 9.

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

- B. Billing - The City shall bill the Developer quarterly for all City engineering, inspection, and administration costs incurred. In the event the Developer fails to make payment to the City within 30 days of billing, interest shall accrue on the unpaid balance at the rate of 15% per annum. In addition, payment to the City for its fees, expenses, costs, and disbursements shall be secured by the Bond or Letter of Credit, and upon demand the lending institution providing the Bond, Letter of Credit, or other security instrument shall pay the City such costs. If unsuccessful, the City shall, without notice of hearing, impose a special assessment for the amount of said costs upon each tax key parcel in the development, payable with the next succeeding tax roll.
12. Inspection - The City, or its agents, shall provide full-time inspection of all public improvements enumerated in Exhibit A, at the Developer's cost.
 13. Deed Restrictions - The Developer shall prepare and submit for review and approval, a draft of deed restrictions governing the proposed parcels. The City-approved deed restrictions shall be recorded separately with the Register of Deeds for Milwaukee County, Wisconsin. Said restrictions shall incorporate, but not be limited to those set forth in Exhibit C of this agreement. The City does not enforce deed restrictions, except for those that are supported by City ordinance.
 14. Easements - The Developer shall obtain and dedicate to the City all public easements and right-of-way necessary to maintain public improvements dictated by this Agreement.
 15. Changes to Plans and Specifications - The City Engineer may make changes to the approved plans and specifications for any of the public improvements covered under this Agreement which are necessary to correct oversights, omissions, errors, or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work as changed entirely at his expense without any claim for reimbursement.
 16. Prevailing Wage Law

If applicable, by Wisconsin Statutes Sec 66.0903(3), provides in part: "Prevailing

wage rates and hours of labor: A local governmental unit, before making a contract by direct negotiation or soliciting bids on a contract, for the erection, construction, remodeling, repairing or demolition of any project of public works, including a highway, street, sanitary sewer, water main or bridge construction project, shall apply to the department to determine the prevailing wage rate for each trade or occupation required in the work contemplated.”

This Agreement as it pertains to the installation of the Public Improvements shall be based upon and requires payment by the Developer and Developer’s subcontractors of wage rates not less than the prevailing hourly wage rate for each classification or workman engaged on the work as determined by the State of Wisconsin Department of Workforce Development (DWD). The prevailing wage law does not prohibit payment of more than the prevailing rate of wage nor does it limit the hours of work which may be performed by any workman in any particular period of time. The Developer shall give each subcontractor a copy of the Prevailing Wage Rate determination for the project prior to submittal of the bid. A copy of the wage determinations must be posted by the Developer in a prominent place at the site of the work where it can be easily seen by the workers. The Developer shall provide the wage rate determination to the City Engineer prior to the scheduling of the preconstruction meeting. The wage rate schedules cannot be altered during the time the contract is in force. The Developer shall submit certified weekly payroll reports to the City Engineer on a monthly basis. Prior to acceptance of the Improvements by the City, the Developer shall file an affidavit with the City Engineer which states that all of the provisions and requirements of Wisconsin Statutes Sec 66.0903 have been complied with and that the Developer has received similar evidence of compliance from all of its agents and subcontractors. The City Engineer shall not authorize acceptance of the Improvements by the City until an affidavit is filed in proper form and order.

17. Miscellaneous

- A. All construction required by this agreement shall be carried out and performed in a sequence agreed upon by the City Engineer.
- B. Developer shall properly locate and install all survey or other monuments required by State statute or City ordinance.
- C. Recording of this agreement shall be accepted by the City as adequate provision for improvements specified in Chapter 14 of the Municipal Code.
- D. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- E. This agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
- F. Some or all obligations of the Developer shall terminate upon final site approval and passage of a resolution by the Common Council of the City of Oak Creek releasing the Developer from the terms of this agreement.
- G. Developer shall provide specifications in an electronic pdf in the City's most

EXHIBIT A
CITY OF OAK CREEK
GENERAL REQUIRED IMPROVEMENTS,
PLANS AND CONDITIONS
FOR
SOUTHFIELD EXPANSION II

I. INTRODUCTION

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

The Developer shall design and provide plans and specifications for all public and private improvements identified herein. The Developer shall be responsible for the costs of all improvements, public and private, pursuant to the terms of the Development Agreement.

II. GRADING AND DRAINAGE (PRIVATE)

B. Required Improvements

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

B. Plans and Specifications

1. A grading and drainage plan shall be prepared showing 1-foot contours for both existing and proposed condition, and proposed finished yard grades.
2. System plan showing all tributary areas to the proposed site development drainage and downstream analysis. Included on the system plan shall be all proposed and existing drainage structures.
3. Building grading plan showing only proposed building grades.
4. Storm water management plan that meets current City ponding ordinance requirements along with the MMSD Chapter 13 storm water requirements.
5. As-built grading plan certifying that all grading was performed in accordance with the approved grading and drainage plan. The certification shall be required on lot corners and drainage swales, main ditches, and detention ponds. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer. The grade tolerances for approval are as follows:
 - a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil

- or sod in place.
 - b. 0.0' to -0.3' grade tolerance of the approved proposed grade without topsoil in place.
 - C. Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas, and drainage swales.
 - D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching to prevent erosion.
 - E. The Developer, at his expense, shall provide detailed soil analysis and compaction results by a competent soils engineer for all areas requiring fill. The results shall be submitted to the City Engineer as soon as they are available.
 - F. The Developer is responsible for restoring all damage to finish grades and vegetative cover caused, but not restored by, utility companies.
 - G. If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace with approved engineered fill.
 - H. After building construction is completed, the Developer shall place 3 inches of topsoil on all exposed soil and seed, fertilize and mulch.
 - I. Established grass seed or sod must be in place along the private roadway edge, a minimum of 6 feet behind the curb, pond slopes and the slopes adjoining the west property line, and wetlands, before the building occupancy is authorized for buildings within that Phase in which the improvements are located.

III. **STORM DRAINAGE SYSTEM (PRIVATE)**

A. Required Improvements

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

B. Plans and Specifications

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

C. Additional considerations will be required on all ditch slopes exceeding 5 percent. All areas within drainage easements shall have a minimum 1 percent slope. Ditch slopes less than 1percent will require storm sewer.

E. Mainline storm sewer must be installed to provide a downspout connection to all buildings. All downspouts shall discharge into a storm sewer or to other outlets approved by the City Engineer.

IV. EROSION AND RUN-OFF CONTROL

A. Required Improvements

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

B. Plans and Specifications

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

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

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

V. SANITARY SEWER – PRIVATE INTERCEPTOR SEWER

A. Required Improvements

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

B. Plans and Specifications

1. Sanitary sewer plans, specifications, design calculations, and copies of all easements, by the Owner.
2. The City is to furnish "as-built" plans of the entire system, including location and elevation of laterals to mains.
3. Sanitary sewer system plan update, by the Owner
4. All reports required by the Milwaukee Metropolitan Sewerage District, the State of Wisconsin, and Southeastern Wisconsin Regional Planning Commission, by the Owner.

- C. Installation of one sanitary sewer lateral from the sanitary sewer main to proposed building.

VI. WATER- PUBLIC

A. Required Improvements

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

B. Plans and Specifications

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

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

- D. Installation of one water lateral from the water main for each proposed building.

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

VII. STREETS

A. Required Improvements

All drives and parking areas will be private in this development.

VIII. STREET LIGHTING

A. Required Improvements

All street lighting will be private in this development.

IX. MISCELLANEOUS

DEVELOPER SHALL:

- A. Be responsible to preserve existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the

Developer's expense.

- B. Repair all damage to City streets caused by construction operations.
- C. Arrange for installation of approved street signs.
- D. Submit a landscape plan for screen plantings, berms, and entrances. Installation of landscaping shall be in accordance with approved plan.
- E. Show all sanitary, drainage, and other public utility easements on the certified survey map or final plat. If required easements are omitted, or errors are detected on the plat, the Developer shall make all necessary modifications to the plat at his expense.
- F. Design and install all required sidewalk and/or bikeways. All sidewalks will be private in this development.

X. SPECIFICATIONS

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

- A. City of Oak Creek Engineering Design Manual, most recent edition.
- B. Applicable Specifications and Regulations of the Milwaukee Metropolitan Sewerage District.
- C. Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, December 22, 2003, with latest addendum.
- D. The Wisconsin Department of Natural Resources Erosion Control Technical Standards.
- E. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 2012 and supplemental specifications.

XI. SPECIAL PROVISIONS

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

Approved by:

Michael C. Simmons, P.E.
City Engineer

Date

EXHIBIT B

**WAIVER OF SPECIAL ASSESSMENT
NOTICES AND HEARINGS**

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

We, the undersigned, being owners of the property that shall benefit by the following proposed public improvements, which may be installed by the City per Article 5 of the Development Agreement:

Water main

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

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

Description of premises that shall benefit:

Lot 1 of Certified Survey Map No. 8710, being a redivision of Lot 1 and Lot 2, Certified Survey Map No. 7822 and Parcel 2, Certified Survey Map No. 4261 and Lands in the Northeast ¼ and Southeast ¼ of the Southeast ¼ of Section 6, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Southfield Expansion II, LLC
By: Wimmer Brothers Realty, Inc., Its Manager


Mark J. Wimmer, President

EXHIBIT C

SOUTHFIELD EXPANSION II

DEED RESTRICTIONS

- A. Developer, as used in the context of these deed restrictions, shall mean the Developer, his heirs, personal representatives, successors and assigns.
 - B. Electric, telephone and cable television services shall be provided by the installation of underground service lines within the Southfield Expansion II.
 - C. A copy of the approved grading plans referred to in Exhibit A of the development agreement shall be on file at the office of the City Engineer.
 - D. The installation of any type of improvement on the public street right-of-way (walks, drives, sprinkler systems, etc.) requires the issuance of a permit by the City and/or the State of Wisconsin, as may be applicable.
 - E. The Developer shall provide certification from a registered land surveyor or professional engineer that the final grade along all lot lines, in the invert of all drainage swales, main ditches and detention ponds, and at other critical locations as determined by the City Engineer, complies with the approved grading plan. Such certification shall be on a plan copy with the elevations as existing so indicated. The grade tolerances for approval are as follows:
 - a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - b. $0.0'$ to $-0.3'$ grade tolerance of the approved proposed grade without topsoil in place.
- If not in compliance, appropriate regrading shall be performed. Such certification shall be provided to the City Engineer prior to final plat approval. Property owner is responsible to conform to the master grading plan.
- F. A permanent lawn shall be established around each building within one year after the issuance of the occupancy permit.
 - G. The permanent maintenance of all drainage swales shall be vested with the Developer.
 - H. The City does not enforce deed restrictions, except for those that are supported by City ordinance.
 - I. All outlots, common areas, pedestrian pathways, storm water detention facilities and wetland areas that are not located within lots shall be owned and maintained by the Developer.

Document Number

SOUTHFIELD EXPANSION II
DEED RESTRICTIONS
Document Title

Recording Area

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

736-8990-001, 736-8007, 736-8999-003,
736-8010, 736-8011

Parcel Identification Number (PIN)

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

WHEREAS, Southfield Expansion II, LLC is the owner of the following described parcels of real estate:

Lot 1 of Certified Survey Map No. 8710, being a redivision of Lot 1 and Lot 2, Certified Survey Map No. 7822 and Parcel 2, Certified Survey Map No. 4261 and Lands in the Northeast ¼ and Southeast ¼ of the Southeast ¼ of Section 6, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

NOW, THEREFORE, Mark J. Wimmer, Southfield Expansion II, LLC, hereby declare the property as described above shall be subject to the following restrictions:

- A. Developer, as used in the context of these deed restrictions shall mean the Developer, his heirs, personal representatives, successors and assigns.
- B. Electric, telephone and cable television services shall be provided by the installation of underground service lines.
- C. A copy of the approved grading plans referred to in Exhibit A of the development agreement shall be on file at the office of the City Engineer.

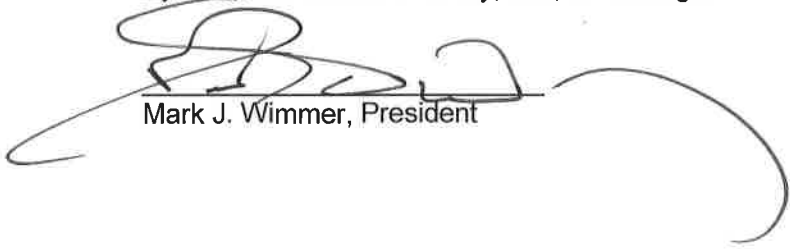
- D. The installation of any type of improvement on the public street right-of-way (walks, drives, sprinkler systems, etc.) requires the issuance of a permit by the City and/or the State of Wisconsin, as may be applicable.
- E. The Developer shall provide certification from a registered land surveyor or professional engineer that the final grade along all lot lines, in the invert of all drainage swales, lot pads, and at other critical locations as determined by the City Engineer, complies with the approved grading plan. Such certification shall be on a plan copy with the elevations as existing so indicated. The grade tolerances for approval are as follows:
1. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 2. $0.0'$ to $-0.3'$ grade tolerance of the approved proposed grade without topsoil in place.
- If not in compliance, appropriate regrading shall be performed. Such certification shall be provided to the City Engineer prior to final plat approval. Property owner is responsible to conform to the master-grading plan.
- F. A permanent lawn shall be established around each building within one year after the issuance of the occupancy permit.
- G. The permanent maintenance of all drainage swales shall be vested with the Developer.
- H. The City does not enforce deed restrictions, except for those that are supported by City ordinance.
- I. All outlots, common areas, pedestrian pathways, storm water detention facilities and wetland areas shall be owned and maintained by the Developer.

IN WITNESS WHEREOF, the said owner has caused these presents to be signed by Mark J. Wimmer, Southfield Expansion II, LLC at Oak Creek, Wisconsin, this 27th day of August, 2015.

In presence of:



Southfield Expansion II, LLC
By: Wimmer Brothers Realty, Inc., Its Manager



Mark J. Wimmer, President

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 27th day of August, 2015, the above-named, Mark J. Wimmer, President of Wimmer Brothers Realty, Inc., Manager of Southfield Expansion II, LLC to me known to be the person who executed the foregoing instrument and to me known to be such Officer of said corporation and acknowledged that they executed the foregoing instrument as such officers.



David Wimmer
Notary Public

Milwaukee County, WI

My commission expires is permanent

APPROVAL

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

CITY OF OAK CREEK

COUNTERSIGNED:

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

Michael C. Simmons, P.E.
City Engineer

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

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

Notary Public, Milwaukee County, WI

My commission expires: _____

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