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reports.



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

COMMON COUNCIL MEETING AGENDA

TUESDAY, OCTOBER 6, 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: 9/1/15

Presentation

4. **Presentation:** Waukesha Water Great Lakes Diversion Application Update, presented by Dan Duchniak.

New Business

MAYOR & COMMON COUNCIL

5. **Motion:** Consider a *motion* to retain the services of Attorney Larry Haskin of Haskin Karls as outside counsel to the City at an hourly rate of \$150, in an amount not-to-exceed the 2015 approved budget as well as any future budgets established for these services (by Committee of the Whole).
6. **Resolution:** Consider *Resolution* No. 11653-100615, approving an amendment to the Tax Incremental District No. 11 Finance Development Agreement (HAS Project) (2nd District).
7. **Resolution:** Consider *Resolution* No. 11652-100615, relating to Industrial Development Revenue Bond (IDRB) financing for Suzy's Cream Cheesecakes, Inc. (by Committee of the Whole).
8. **Motion:** Consider a *motion* to award a contract to Tower MRL, Inc. for the construction and installation of a 145' communications tower at Fire Station 1 (255 E. Centennial Dr.), in the amount of \$176,445.69 (3rd District).
9. **Motion:** Consider a *motion* to approve a one-time gifting of non-value City Hall/Library supplies to local non-profit agencies (by Committee of the Whole).
10. **Motion:** Consider a *motion* to concur with the Mayor's (re)appointments as follows:
 - a. Board of Health – 3 year term to expire 9/2018
Gary Hintz
 - b. Board of Housing / Zoning appeals – 3 year term to expire 4/2018
Thomas Bauer

11. **Motion:** Consider a *motion* to approve the Vendor Summary Report in the amount of \$3,521,619.95 (by Committee of the Whole).

WATER & SEWER UTILITY

12. **Resolution:** Consider *Resolution* No. 11651-100615, acquiring property at 3953 E. American Ave. (4th District).

ENGINEERING

13. **Motion:** Consider a *motion* to award the City Buildings & Site Demolition contract to the lowest responsive, responsible bidder, Gunderson Excavating, Inc. for a total lump sum bid price of \$268,000.00 (Project No. 15002B) (3rd District).
14. **Resolution:** Consider *Resolution* No. 11649-100615, a resolution granting to WE Energies a 20'x50' permanent electric easement at 8040 S. 6th Street. (Tax Key No. 813-9034-000) (Project No. 13051) (2nd District).
15. **Resolution:** Consider *Resolution* No. 11650-100615, accepting the workmanship and authorizing final payment for Allways Contractors, for Project No. 14033. This project involved the installation of storm sewer improvements in W. Oakwood Rd. (6th District).
16. **Resolution:** Consider *Resolution* No. 11648-100615, acquiring fee property (right-of-way), permanent easements, temporary easements and highway easements for the S. 5th Avenue relocation project from the intersection of STH 100 (Ryan)/STH 32 (Chicago) to 5th Avenue/Ryan Road, and, to send a payment in the amount of the Award of Damages to the affected property owners (Project No. 12026) (4th District).

LICENSE COMMITTEE

The License Committee met on September 24, 2015. Minutes and recommendations are attached.

17. **Motion:** Consider a *motion* to grant an Operator's license to Tiffany N. Woodson, 1721 W. Lincoln Ave., Milwaukee, WI 53215 (Walgreen)
18. **Motion:** Consider a *motion* to grant an Operator's license to Christopher J. Kempken, 1760 Shumann Dr., Union Grove, WI 53182 (Bootz Saloon).
19. **Motion:** Consider a *motion* to grant an Operator's license to Barbara A. Leschke, 1427 Madison Ave., South Milwaukee, WI 53172 (Kwik Trip – 10th Street).

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

20. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
 - Angela M. Spingola, 4169 S. 5th Place, Milwaukee (Diane's Second Chance Saloon)
 - Jennifer L. McCoy, 472 E. Plainfield Ave., Milwaukee (All in the Family)
 - Hector Islas, 11914 W. Lynx Ave., Milwaukee (All in the Family)
 - Margarito Martinez, 1841 Parkland Ct., Racine (Woodman's)
 - Lizette Gonzalez, 4460 W. Sumac Pl., Milwaukee (Woodman's)
 - Minna K. Taylor, 5606 Badger Ct., Greendale (Applebee's)
 - April R. Yates, 3225 17th St., Racine (Noodles & Co.)

- Sophie B. Sarnstrom, 3869 E. Barnard Ave., Cudahy (Noodles & Co.)
- Vivian E. Gonzalez, 1961 S. 68th St., West Allis (Kwik Trip – 10th St.)
- Candida Christman, 9350 S. Orchard Park Cir., Oak Creek (Kwik Trip)
- Alison J. Rossing, 746 N. Polk St., Oconomowoc (Kwik Trip)
- Mandi R. Knowles, 8835 S. Oak Park Dr., Oak Creek (Kwik Trip)
- Paula A. Nevarez, 9760 S. Austin St., Oak Creek (Legion Post 434)
- Amber O. Leahy, 27240 Camp Lake Rd., Trevor (South Shore Cinema)
- Lizette Gonzalez, 4460 W. Sumac Pl., Milwaukee (Woodman's)
- Amy Jaap, 214 E. Holt Ave., Milwaukee (no employer at this time)
- Janel M. Stepp, 9047 S. Chicago Ct., Oak Creek (Tracy Rae's)

21. **Motion:** Consider a *motion* to grant a Class A Liquor – Cider only license to Speedway LLC dba Speedway #4462, Marcos Acevedo, Agent, 8667 S. Howell Ave., (*favorable background report received*).

MISCELLANEOUS

22. **Motion:** Consider a *motion* to convene into Closed Session immediately following the conclusion of the Common Council meeting pursuant to Wisconsin State Statutes Section 19.85 (1)(c)(e)(g) to discuss a medical termination for Health Department Registered Sanitarian, David Cammilleri.
23. **Motion:** Consider a *motion* to reconvene into Open Session.
24. **Motion:** Consider a *motion* to take action, if necessary.

Adjournment.

Public Notice

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

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

City of Oak Creek Common Council Report

Meeting Date: October 6, 2015

Item No.:

Recommendation: That the Common Council retain the services of Attorney Larry Haskin of Haskin & Karls as outside counsel to the City at an hourly rate of \$150 in an amount not-to-exceed the 2015 approved budget as well as any future budgets established for these services.

Background: Retired City Attorney Larry Haskin, having served the City for 30 years, is in a unique position to be able to assist the City with some of its very complex and major projects. The history and knowledge he brings to these projects have been and would continue to be invaluable to the City as it works to continue to advance the implementation of the various project plans. His knowledge of City operations, community standards, and the parties with which the City must negotiate various deal points would be critical to provide guidance and support as we are bringing next generation employees into managing and developing these projects. Areas where Mr. Haskin's service could prove invaluable include: coordination of development efforts with Milwaukee County, development of multiple parcels identified on the EPEC and DuPont properties, creation of future TIF districts, coordination of environmental issues and development on the Connell, Peter Cooper and Hynite site, as well as the establishment of a zoning district at the lakefront. There are also lingering legal issues at Drexel Town Square where Mr. Haskin can assist. In addition, he can lend his experience to negotiations or future large scale developments in the City.

As the City has done with the retention of outside counsel in the past to assist it with many of these large projects (Godfrey & Kahn, Environ), Mr. Haskin's services would be supervised and managed by the City Attorney and City Administrator with close coordination as needed by the Mayor and Council.

Fiscal Impact: This proposal is essentially budget neutral. Attached is the Expenditure Report for the City Attorney's office. The 2015 Budget totals \$242,606. Savings in the budget will be realized from a new City Attorney (\$20,000 annually), elimination of the contribution toward assistant city attorney salary (\$30,000 annually), and health insurance choices (\$13,000 annually). Additionally, as the City has done in the past, professional services related to a TIF district are charged to that district.

Fiscal Review by:



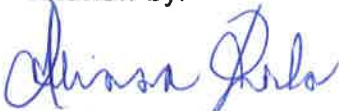
Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Review by:



Melissa Karls
City Attorney

PERIOD ENDING 10/31/2015

ACCOUNT	DESCRIPTION	ACTIVITY FOR		YTD BALANCE 10/31/2015	2015 AMENDED BUDGET	% BDGT USED	YTD BALANCE	
		MONTH 10/31/20	INCREASE (DECR				NORMAL	(ABNORM
Function: Unclassified								
Dept 50-ATTORNEY AND LEGAL								
Expenditures								
DIRECT EMPLOYEE COSTS								
41-10000	SALARIES - FULL TIME	3,253.84		70,941.35	102,615.00	69.13		83,140.30
41-10500	SALARIES - PART TIME	576.92		11,085.11	15,300.00	72.45		12,280.15
41-12500	CAR ALLOWANCE	150.00		1,350.00	1,800.00	75.00		1,350.00
41-13000	RETIREMENT	221.26		5,060.12	6,978.00	72.52		6,015.02
41-13500	SOCIAL SECURITY	304.52		6,368.74	9,020.00	70.61		7,333.98
41-15000	INSURANCE - ACTIVE HEALTH	0.00		11,593.46	16,812.00	68.96		19,621.99
41-16000	INSURANCE - WORKMANS COMP	0.00		214.00	424.00	50.47		580.00
41-16500	INSURANCE - DISABILITY	0.00		176.46	235.00	75.09		215.38
41-17000	INSURANCE - DENTAL	0.00		1,650.00	1,650.00	100.00		1,650.00
41-17500	INSURANCE - GROUP LIFE	0.00		521.84	612.00	85.27		647.99
41-18500	SECTION 125 EXPENSES	0.00		41.70	60.00	69.50		45.50
DIRECT EMPLOYEE COSTS		4,506.54		109,002.78	155,506.00	70.10		132,880.31
INDIRECT EMPLOYEE COSTS								
42-20000	TRAVEL/TRAINING	0.00		0.00	1,500.00	0.00		1,336.64
INDIRECT EMPLOYEE COSTS		0.00		0.00	1,500.00	0.00		1,336.64
SUPPLIES								
44-40000	OFFICE SUPPLIES	0.00		0.00	150.00	0.00		820.00
44-41500	POSTAGE	0.00		83.04	150.00	55.36		78.18
44-42000	DUES AND PUBLICATIONS	0.00		5,495.25	8,800.00	62.45		6,704.38
SUPPLIES		0.00		5,578.29	9,100.00	61.30		7,602.56
OTHER SERVICES								
45-52500	ATTORNEY/LEGAL OUTSIDE SERVICE	0.00		31,742.47	75,000.00	42.32		37,500.00
45-54500	LEGAL NOTICES/RECORDINGS/FILIN	0.00		77.00	1,500.00	5.13		669.70
OTHER SERVICES		0.00		31,819.47	76,500.00	41.59		38,169.70
TOTAL Expenditures		4,506.54		146,400.54	242,606.00	60.34		179,989.21

City of Oak Creek 2015 Annual Budget

Fund / Department	2011 Actual	2012 Actual	2013 Actual	2014 Budget	2014 Estimate	2015 Budget
City Attorney - 50						
Direct Employee Costs						
100 Salaries, Full Time	96,672	97,233	101,793	101,700	101,700	102,615
105 Salaries, Part Time	13,566	13,937	15,041	13,570	13,570	15,300
125 Car Allowance	1,800	1,800	1,800	1,500	1,800	1,800
130 Retirement	9,055	5,703	6,915	7,150	7,150	6,978
135 Social Security	8,429	8,221	8,895	8,850	8,850	9,020
150 Insurance, Active Employees	17,400	18,600	19,000	21,300	19,622	16,812
160 Insurance, Work Comp	1,124	968	708	1,000	1,000	424
165 Insurance, Disability	215	235	235	250	235	235
170 Insurance, Dental	1,200	1,260	1,300	1,650	1,650	1,650
175 Insurance, Group Life	584	654	639	655	612	612
185 Section 125 Administration	8	62	117	65	60	60
Subtotal	\$150,053	\$148,672	\$156,443	\$157,690	\$156,249	\$155,506
Indirect Employee						
200 Travel/Training	95	1,132	676	1,500	1,000	1,500
Subtotal	\$95	\$1,132	\$676	\$1,500	\$1,000	\$1,500
Supplies						
400 Office Supplies	0	0	0	150	820	150
415 Postage	153	115	104	150	100	150
420 Dues and Publications	7,951	8,349	8,589	8,000	8,800	8,800
Subtotal	\$8,104	\$8,464	\$8,693	\$8,300	\$9,720	\$9,100
Other Services						
525 Outside Legal Services	54,632	49,547	46,290	75,000	60,000	75,000
545 Legal Notices/Recordings	60	157	964	2,500	1,000	1,500
Subtotal	\$54,692	\$49,704	\$47,254	\$77,500	\$61,000	\$76,500
Total	\$212,944	\$207,973	\$213,066	\$244,990	\$227,969	\$242,606

City of Oak Creek Common Council Report

Meeting Date: 10/06/15

Item No.: 6

Recommendation: That the Common Council adopt Resolution No. 11653-100615, a Resolution Approving the Amendment to the Tax Incremental District No. 11 Finance Development Agreement (HSA Project).

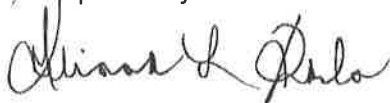
Background: On April 13, 2015, the City of Oak Creek and HSA entered into a Tax Incremental District No. 11 Finance Development Agreement (the "Agreement") relating to the construction of an approximately 135,000 square foot medical facility, a parking structure to accommodate approximately 550 parking stalls at the Drexel Town Center development, and a possible future development of approximately 10,000 square feet of additional space.

The original Agreement provided for the Developer's Notice of Intent to Proceed to the City on or before September 30, 2015 with commencement of construction of the project on or before December 31, 2015. Staff recently met with HSA executives who indicated that the medical provider is still in the process of finalizing its program and space needs for the site. Their recent market study identified more services to be provided at the site than they expected and they require additional time to finalize this plan. HSA cannot meet the Notice of Intent to Proceed deadline and Commencement of Construction deadline. However, the construction completion date of December 31, 2017 remains per the Agreement.

Given the above, City staff and the Developer have agreed to further extend the deadline for Notice of Intent to Proceed to March 15, 2016 and Commencement of Construction to on or before April 30, 2016. The Amendment to the Agreement provides for these extensions.

Fiscal Impact: The delay in construction will create delays in collection of increment to pay the debt service on the bonds.

Prepared by:



Melissa L. Karls
City Attorney

Respectfully submitted,



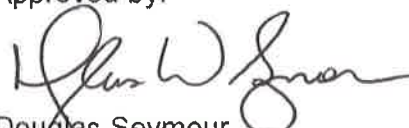
Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Approved by:



Douglas Seymour,
Director of Community Development

RESOLUTION NO. 11653-100615

RESOLUTION APPROVING THE AMENDMENT TO THE TAX INCREMENTAL
DISTRICT NO. 11 FINANCE DEVELOPMENT AGREEMENT WITH HSA
COMMERCIAL REAL ESTATE
(Drexel Town Square)
(2nd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Amendment to Tax Incremental District No. 11 Finance Development Agreement with HSA Commercial Real Estate be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6th day of October, 2015.

Passed and adopted this 6th day of October, 2015.

President, Common Council

Approved this 6th day of October, 2015.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: October 6, 2015

Item No.: 7

Recommendation: That the Common Council adopt Resolution No. 11652-100615, a resolution relating to Industrial Development Revenue Bond (IDRB) financing for Suzy's Cream Cheesecakes, Inc.

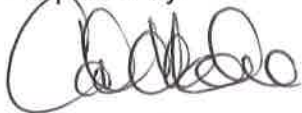
Background: The Common Council adopted a resolution on February 17, 2014, a resolution approving the issuance of an Industrial Revenue Bond. The City had previously approved the project financed with the proceeds of the Bonds held in connection with the original issuance of bonds. A Public Hearing occurred January 30, 2014.

Suzy's Cream Cheesecakes, Inc. a Wisconsin Corporation that manufactures cheesecakes and desserts, is requesting approval from the City to modify the bond, consenting to a slightly higher interest rate, in order to have the rate fixed for a longer period of time. At this time, it is requested that Council approves the First Amendment to the Terms of the Bonds.

The Bond issue would be in one or more series of tax-exempt and/or taxable bonds, in an amount not to exceed \$2,200,000 in order to finance the costs of the project.

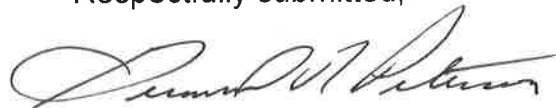
Fiscal Impact: No direct fiscal impact on the City of Oak Creek.

Prepared by:



Catherine A. Roeske
City Clerk

Respectfully submitted,



Gerald Peterson, ICMA-M
City Administrator

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

COMMON COUNCIL OF
CITY OF OAK CREEK, WISCONSIN

RESOLUTION NO. 11652-100615

RESOLUTION AUTHORIZING FIRST AMENDMENT TO TERMS OF BONDS

\$2,200,000
City of Oak Creek, Wisconsin
Industrial Development Revenue Bonds, Series 2014
(Howell Avenue Oak Creek LLC Project)

WHEREAS, the City of Oak Creek, Wisconsin (the "City" or the "Issuer") issued its \$2,200,000 City of Oak Creek, Wisconsin Industrial Development Revenue Bonds Series 2014 (Howell Avenue Oak Creek LLC Project) (the "Bonds") on February 27, 2014; and

WHEREAS the proceeds of the Bonds were loaned to Howell Avenue Oak Creek LLC (the "Eligible Participant") which used such proceeds to (i) acquire and rehabilitate an approximately 44,200 facility (the "Facility") located at 9911 South Howell Avenue in the City which is leased to Suzy's Cream Cheesecakes, Inc., (ii) purchase and install equipment at such Facility, and (iii) pay issuance costs with respect to the Bonds; and

WHEREAS pursuant to Wis. Stat. 66.1103(3)(g) the City is permitted, whenever it deems it necessary or desirable in fulfillment of the purposes of any industrial development revenue bonds, to consent to modifications of interest rates paid on such bonds, a time of payment of any instalment of principal or interest or any other term of the revenue agreement, indenture or bonds; and

WHEREAS the Eligible Participant has entered into negotiations with Bank First National, as the original purchaser (the "Original Purchaser") of 100% of the issued and outstanding Bonds to modify certain terms and conditions of the Bond Agreement (the "Bond Agreement") under which the Bonds were issued, including a modification of the interest rate payable on the Promissory Note (as defined in the Bond Agreement) and the Bonds themselves, and certain modifications to the scheduled principal payments due on the Promissory Note and Bonds; and

WHEREAS the Eligible Participant, the holders of 100% of the issued and outstanding Bonds, and the Trustee (the "Trustee") under the Bond Agreement executed in connection with the issuance of the Bonds have all agreed to the modifications of the terms of the Bonds and other documents executed in connection with the issuance of the Bonds, as described above, and as set forth in the First Amendment to Terms of Bonds which has been submitted for review to the City Attorney; and

WHEREAS the Eligible Participant in connection with the Bond issue has requested that the City of Oak Creek agree to the First Amendment to Terms of Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK, WISCONSIN THAT:

1. Determination. The amendments to the terms of the bonds as set forth in the First Amendment to Terms of Bonds, as requested by the Eligible Participant are hereby found, based on representations made by the Eligible Participant and the Original Purchaser (and current owner of 100% of the issued and outstanding Bonds), to be necessary and desirable in fulfillment of the purposes of the Bonds.

2. Amendment. The First Amendment to Terms of Bonds, in substantially the form presented to the City Attorney, is hereby approved. Subject to such changes or revisions therein as Nelson & Schmeling as Bond Counsel ("Bond Counsel") or the City Attorney may approve, the Mayor and the Clerk, or any of their authorized deputies, if necessary, are authorized on behalf of the Issuer to execute and deliver the First Amendment to Terms of Bonds with such revisions, changes, or deletions as may be approved by the signatories thereto, which approval shall be conclusively proved by their execution of such document. Said Mayor and Clerk and their authorized deputies and other officials of the Issuer are hereby authorized to prepare or to have prepared and to execute, file and deliver, as appropriate, all such documents, financing statements, opinions, certificates, affidavits, and closing or post-closing as may be necessary to enter into said agreement and accomplish the purposes thereof.

3. LIMITATION ON LIABILITY OF ISSUER. THE BONDS, AFTER THE EXECUTION OF THE FIRST AMENDMENT TO TERMS OF BONDS SHALL CONTINUE TO NOT BE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS, BUT SHALL BE PAYABLE SOLELY FROM THE PAYMENTS AND OTHER REVENUES THAT MAY BE AVAILABLE THEREFOR FROM THE BOND AGREEMENT, THE MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND THE SECURITY AGREEMENT AND THE PROMISSORY NOTE EXECUTED IN CONNECTION WITH THE ISSUANCE OF THE BONDS, AND AS THEY HAVE BEEN AMENDED PURSUANT TO THIS FIRST AMENDMENT TO TERMS OF BONDS. OR IN THE EVENT OF DEFAULT THEREON AS OTHERWISE PROVIDED HEREIN OR PERMITTED BY LAW.

4. Public Approval. The Common Council, on behalf of the City, has previously approved the project financed with the proceeds of the Bonds after a public hearing held in connection with the original issuance of the Bonds on January 30, 2014.

No covenant, stipulation, obligation, or agreement herein contained or contained in the Bonds, or the First Amendment to Terms of Bonds shall be deemed to be a covenant, stipulation, obligation, or agreement of any officer, agent or employee of the Issuer or of this Common Council in his or her individual capacity and neither the members of this Common Council nor any officer executing the Bonds or the amendments thereto shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Approved _____, 2015

Common Council President

Stephen Scaffidi, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes: _____ Noes: _____

FIRST AMENDMENT TO TERMS OF BONDS

Agreement made as of October 1, 2015, by and among Howell Avenue Oak Creek LLC, a Wisconsin limited liability company, (the “Borrower”), the City of Oak Creek, Wisconsin, Wisconsin (the “Issuer”), Bank First National, in its capacity both as Trustee (the “Trustee”) and the Original Purchaser (the “Original Purchaser”), Michael G. Ansay, an individual, (the “Limited Guarantor”) and Ansay Holdings, LLC and DRS Central, LLC, both Wisconsin limited liability companies, (the “Unlimited Guarantors”).

WHEREAS, the Issuer issued its \$2,200,000 City of Oak Creek, Wisconsin Industrial Development Revenue Bonds, Series 2014 (Howell Avenue Oak Creek LLC Project) (the “Bonds”) on February 27, 2014; and

WHEREAS, the Borrower executed a Promissory Note (the “Note”) in the principal amount of the Bonds on February 27, 2014, in favor of the Issuer, which Note was assigned to the Trustee to secure payments due on the Bonds; and

WHEREAS the proceeds of the Bonds were loaned to the Borrower to finance a Project, as defined in the Bond Agreement (the “Bond Agreement”), executed in connection with the issuance of the Bonds; and

WHEREAS the Note given in connection with the issuance of the Bonds, is secured by a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “Mortgage”) and a Security Agreement (the “Security Agreement”) with respect to certain property owned by the Borrower, including the Real Property described on Exhibit A attached hereto and made a part hereof, and which Mortgage has been recorded with the Register of Deeds for Milwaukee County, Wisconsin, and the Security Agreement is evidenced by a form UCC-1 filed with the Wisconsin Department of Financial Institutions, and by a limited guaranty of the Limited Guarantor, and the unlimited guarantees of the Unlimited Guarantors; and

WHEREAS the Original Purchaser is the current owner of 100% of the issued and outstanding Bonds; and

WHEREAS the Trustee continues to serve as the Trustee under the Bond Agreement under which the Bonds were issued; and

WHEREAS the Borrower, the Issuer, the Trustee, and the Bondholder desire to consent to certain additional modifications of the payment terms of the Note and Bonds under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. a.) Section 2.03(a) of the Bond Agreement, the Note and the Bond is hereby amended to provide that the interest rate for the period October 7, 2015 through the Initial Reset Date (as amended in Section 1. b, below) is hereby changed to the rate of 3.15%.

b) The Initial Reset Date, as defined in the Bond Agreement, is hereby changed from March 1, 2017 to October 1, 2022.

c) Schedule 5.10(a) to the Credit Agreement is hereby replaced with Exhibit B attached hereto and made a part hereof.

d) Section 5.10(b) of the Credit Agreement is hereby amended to read as set forth in Exhibit C attached hereto and made a part hereof.
2. The real property described on Exhibit A shall continue to be subject to the Mortgage and continue to secure the payments of principal and interest and any other amounts due under the Note and the Bond Agreement.
3. The personal property and other property of the Borrower given to secure payment of the Note and Bonds, and all other obligations of the Borrower under the Security Agreement shall continue to secure all obligations of the Borrower under the Note and the Bond Agreement.

4. Except as specifically modified herein, all other terms and conditions of the Bond Agreement, Note, Bond and Credit Agreement, as well as all other certificates and other documents executed in connection with the original issuance of the Bonds, (including, but not limited to the Borrower's Tax Matters Closing Certificate and Borrower's Closing Certificate) shall remain in full force and effect in accordance with their terms.
5. All parties hereto agree to execute any documents necessary to reflect and fully implement the amendments described herein, in accordance with the intentions of the parties, including any documents necessary to maintain the priority of the security interests in real or personal property given to secure payments under the Bond Agreement, the Promissory Note or the Credit Agreement.
6. This Agreement shall be recorded with the Milwaukee County Register of Deeds to evidence the continued lien of the Mortgage on the property described in Exhibit A attached hereto and made a part hereof.
7. The Borrower represents and warrants that as of the date hereof it is in full compliance with all terms and conditions of the Bond Agreement and the Credit Agreement executed in connection with the issuance of the Bonds. The Borrower further certifies that its operating agreement included in the original Bond transcript is currently in full force without any modifications and that Michael G. Ansay has full power and authority to execute this agreement on behalf of the Borrower.
8. The Limited Guarantor and the Unlimited Guarantors specifically consent and agree to the modifications made to the documents executed in connection with the issuance of the Bonds as set forth herein, and agree that their respective guaranties of the Obligations (as defined in the Credit Agreement) and all other amounts and any charges due or to come due under the Credit Agreement, whether direct or indirect, absolute or contingent, or now or hereafter existing, shall remain in full force and effect notwithstanding such

modifications. The Unlimited Guarantors further certify that their respective operating agreements included in the original Bond transcript are currently in full force and effect without any modifications and that Michael G. Ansay has full power and authority to execute this agreement on behalf of Ansay Holdings, LLC and David R. Sachse has full power and authority to execute this agreement on behalf of DRS Central, LLC.

9. Attached hereto as Exhibit D is a true and correct copy of a Resolution authorizing the Issuer to enter into this agreement, and consent to the amendments contemplated herein, approved by the Common Council of the Issuer on October 6, 2015.

10. LIMITATION ON LIABILITY OF ISSUER.THE BONDS, AFTER THE EXECUTION OF THIS FIRST AMENDMENT TO TERMS OF BONDS, SHALL CONTINUE TO NOT BE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS, BUT SHALL BE PAYABLE SOLELY FROM THE PAYMENTS AND OTHER REVENUES THAT MAY BE AVAILABLE THEREFOR FROM THE RESPECTIVE BOND AGREEMENT, CREDIT AGREEMENT AND PROMISSORY NOTE EXECUTED IN CONNECTION WITH THE ORIGINAL ISSUANCE OF THE BONDS, AS AMENDED BY THIS FIRST AMENDMENT TO TERMS OF BONDS, OR IN THE EVENT OF DEFAULT THEREON AS OTHERWISE PROVIDED THEREIN OR PERMITTED BY LAW.

IN WITNESS WHEREOF, the parties hereto have
executed this First Amendment to Terms to Bonds effective
October 7, 2015.

HOWELL AVENUE OAK CREEK LLC

By: Ansay Holdings, LLC,
Managing Member

By: _____
Michael G. Ansay,
Managing Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2015, before me, the
undersigned Notary Public, personally appeared Michael G. Ansay,
Managing Member of Ansay Holdings, LLC and Howell Avenue Oak Creek
LLC, and known to me to be an authorized agent of Ansay Holdings, LLC
and Howell Avenue Oak Creek LLC, executed the above agreement and
acknowledged same.

By: _____

Notary Public, State of WI, _____ County
My Commission: _____

CITY OF OAK CREEK

By: _____
 Stephen Scaffidi, Mayor

By: _____
 Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
) ss.
 COUNTY OF _____)

On this ____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared Stephen Scaffidi, Mayor, City of Oak Creek, and Catherine A. Roeske, City Clerk, City of Oak Creek, and known to me to be authorized agents of the City of Oak Creek, executed the above agreement and acknowledged same.

By: _____

Notary Public, State of WI, _____ County
 My Commission: _____

BANK FIRST NATIONAL, as Initial
Purchaser and Trustee

By: _____

Jason V. Krepline,
Regional President

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared Jason V. Krepline, Regional President, Bank First National, as Initial Purchaser and Trustee, and known to me to be an authorized agent of Bank First National, executed the above agreement and acknowledged same.

By: _____

Notary Public, State of WI, _____ County
My Commission: _____

By: _____
Michael G. Ansay, Limited
Guarantor

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared Michael G. Ansay, individually and as Limited Guarantor, to me known to be the person who executed the above agreement and acknowledged same.

By: _____
Notary Public, State of WI, _____ County
My Commission: _____

Ansay Holdings, LLC, Unlimited Guarantor

By: _____
 Michael G. Ansay, Managing Member

STATE OF WISCONSIN)
) ss.
 COUNTY OF _____)

On this ____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared Michael G. Ansay, Managing Member, Ansay Holdings, LLC, Unlimited Guarantor, and known to me to be an authorized agent of Ansay Holdings, LLC, executed the above agreement and acknowledged same.

By: _____

Notary Public, State of WI, _____ County
 My Commission: _____

DRS Central, LLC, Unlimited Guarantor

By: _____
David R. Sachse, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared David R. Sachse, Member, DRS Central, LLC, Unlimited Guarantor, and known to me to be an authorized agent of DRS Central, LLC, executed the above agreement and acknowledged same.

By: _____

Notary Public, State of WI, _____ County
My Commission: _____

This Instrument was drafted by:

Michael D. Willis
Nelson & Schmeling
130 E. Walnut Street
P.O. Box 22130
Green Bay, WI 54305-2130
(920) 432-1400

Exhibit A

PROJECT REAL PROPERTY

Parcel A:

Parcel 1 of Certified Survey Map No. 6169, recorded on November 24, 1995 as Document No. 7154789, being a redivision of Parcel 2 of Certified Survey Map No. 5002, recorded on August 28, 1987, as Document No. 6100395, being in the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 29, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

Tax Key No.: 924-9008
Address: 9911 S. Howell Avenue

Parcel B:

A non-exclusive Easement for the benefit of Parcel A above as set forth in Declaration of Easements recorded as Document No. 7154790 and as amended by Amendment to Declaration of Easement recorded as Document No. 10311778.

Exhibit B

SCHEDULE 5.10(a)

REDEMPTION SCHEDULE

Commencing on April 1, 2014, and on the first day of each month thereafter through October 1, 2015, Borrower shall make level payments of principal and interest sufficient to amortize the outstanding balance on the Bonds over a period of twenty (20) years.

Commencing on November 1, 2015, and on the first day of each month thereafter, Borrower shall make level payments of principal and interest sufficient to amortize the outstanding balance on the Bonds over a period ending March 1, 2034.

The monthly payment shall be increased or decreased on each Reset Date to an amount that will amortize the then-outstanding principal amount of the Bonds with level monthly payments of principal and interest over the remainder of the initial 20-year period at the adjusted interest rate as provided in Section 2.03 of the Bond Agreement, as amended.

In no event shall the foregoing be construed as a waiver of the Original Purchaser's rights under Section 2.08 of the Bond Agreement to cause a mandatory redemption of the Bonds on any Put Date.

Exhibit C

(b) While the Bonds bear interest at the initial 2.7% rate, or the 3.15% rate by virtue of the First Amendment to Terms of Bonds executed October 7, 2015, or if the Bonds bear interest at a five-year or seven-year Fixed Rate (as defined in Section 2.03(b)(ii) of the Bond Agreement), and should Borrower direct the Trustee to direct an optional redemption pursuant to Section 2.06 of the Bond Agreement in principal amounts in excess of the amounts set forth in Schedule 5.10(a), then Borrower shall pay a redemption premium equal to Two Percent (2%) of the excess principal of Bonds being optionally redeemed. For avoidance of doubt, the redemption premium shall not apply at any time that the Bonds bear interest at a variable rate or at the three-year Fixed Rate.

Exhibit D

City of Oak Creek
Common Council Report

Meeting Date: October 6, 2015

Item No.: 8

Recommendation: That the Common Council consider a motion to award a contract to Tower MRL, Inc. for the construction and installation of a 145' communications tower at Fire Station 1 (255 E. Centennial Dr.), in the amount of \$176,445.69.

Background: The existing City antennas and radios on the 125' communication tower located at 240 E. Puetz Rd. need to be moved to a new 145' tower located at the new Fire Station due to the sale of the property to the School District. The new tower will be located on the east side of the new fire station (approximately 35' east of the new building). The new tower will be able to accommodate up to three (3) additional vendors/radio carriers. The project was advertised and six (6) bids were received. Bids were as follows:

Company	Price
Tower MRL, Inc.	\$176,445.69
Kotze Communications, Inc.	\$187,800.00
Joe Daniels Construction, Inc.	\$205,307.00
Wave Communications, Inc.	\$211,742.00
Pieper Electric, Inc.	\$221,375.00
Sabre Industries, Inc.	\$250,036.00

Fiscal Impact: Funding for the project was included in this year's CIP using the State Trust Fund Loan program – Communications Project (Project No. 15006).

Prepared by:



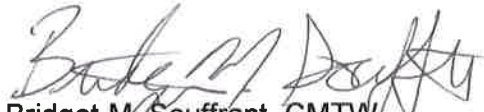
Caesar F. Geiger
Information Technology Director

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: October 6, 2015

Item No.: 9

Recommendation: That the Common Council consider a one-time gifting of non-value City Hall/Library supplies to local non-profit agencies.

Background: The City is in the process of conducting an Online Auction for excess surplus from the Fire Station, Library, City Hall and Police Station. These items were identified to have value, following with the Purchasing Policy, the City is hoping to gather any financial gains available. Many fixtures of the buildings will not go to auction due to time constraints and liability issues.

Departments have found an excess of supply type material; clocks, binders, vases, small non-value items to the City. Staff is requesting that Common Council consider the approval of gifting these items to non-profit agencies. These items will be collected in one area at City Hall. There will be a pick up date determined for non-profits to select items for their use. The promotion of the pick-up date will be advertised on the City Website and the City Facebook page. Non-profits would need to show identification to receive any donations.

Fiscal Impact: None.

Prepared by:



Catherine A. Roeske
City Clerk

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: October 6, 2015

Item No.: | |

Recommendation: That the Common Council approves payment of the obligations as listed on the September 30, 2015 Invoice GL Distribution Report.

Background: Of note are the following payments:

1. \$283,413.53 to 9648 S Chicago Road, LLC (pg #2) for Project 12026, South 5th Avenue construction.
2. \$5,193.00 to Adair Floors 'N' Mor, Inc (pg #3) for floor replacement at Fire Station #3.
3. \$89,064.40 to Advanced Disposal-Muskego (pg #3) for recycling.
4. \$5,000.00 to All Ways Contractors (pg #3) for West Oakwood Road drainage project contract.
5. \$8,359.00 to Arlington Computer Products (pgs #3-4) for computer and equipment at the New City Hall and Library.
6. \$59,037.24 to Benistar (pg #5) for retiree Medicare supplements payments.
7. \$7,914.78 to Central Lake Armor Express, INC (pg #7) for police department tactical vests and body armor.
8. \$26,229.34 to Core BTS, Inc. (pg 8) for VOIP phone system projects, Cisco Identity services, and Telepresence equipment for new building.
9. \$2,003,194.17 to Corporate Contractors, Inc. (pg #8) for City Hall, Library, and Fire Station construction services.
10. \$5,625.00 to D-L Mogilka, Inc. (pg #9) for road and retaining wall construction services at Howell Ave/Forest Hill Ave.
11. \$10,102.45 to Edison M. Boerke Family Trust (pg #1) for Project 12026, South 5th Avenue road construction.
12. \$16,106.80 to Graef (pg #13) for professional services, grant assistance, and Project#13054, Oak View Business Park.
13. \$10,425.58 to Kansas City Life Insurance (pg #1) for October Disability Insurance.
14. \$5,885.00 to Miller & Associates (pg #20) for new basketball system on Willow & Manor Marquette.
15. \$7,013.34 to Minnesota Life Insurance Co. (pgs #1-2) for Employee Life Insurance.
16. \$24,152.65 to Oak Creek Water & Sewer Utility (pgs #21-22) for quarterly water and sewer bill.
17. \$5,000.00 to Reserve Account (pg #25) for postage.
18. \$7,253.50 to Schroeder Solutions (pg #26) for file cabinets and a drafting table for the Engineering Department at new City Hall.
19. \$8,927.30 to Snorek Construction, Inc (pg #28) for Project 13023, sidewalk repair.
20. \$52,418.77 to Strand Associates, Inc. (pg #29) for engineering and administration services.
21. \$16,620.00 to Tyler Technologies, Inc. (pg #31) for assessing services.
22. \$5,272.81 to Viking Electric Supply, Inc. (pgs #31-32) for Street's department electric supplies.
23. \$59,460.88 to WE Energies (pgs #32-33) for street lighting, electricity and Natural Gas.
24. \$13,079.64 to Wheaton Franciscan Medical Grp (pg #35) for recruitment testing, pre-employment physicals, and health clinic contracted services.
25. \$39,099.52 to WI Dept. of Transportation (pg #35) for Drexel Town Square required traffic improvements.
26. \$53,800.00 to WI Electric Power DBA WE Energies (pg #36) for Project 12026, South 5th Avenue construction.

27. \$450,845.37 to Willkomm Excavating & Grading (pg #36) for Lakefront Parkway & pathway contract, Project 14024.
28. \$31,500.00 to Wilnet Engineering, LLC (pg #36) for professional services.
29. \$28,096.85 to WI Park & Recreation Association (pg #2) for the return of unsold Recreation Summer tickets.
30. \$16,255.44 to World Fuel Services, Inc. (pg #37) for fuel inventory.

Fiscal Impact: Total claims paid of \$3,521,679.95

Prepared by/Fiscal Review by:

Respectfully submitted,



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: Oct. 6, 2015

Item No.: 12

Recommendation: That the Common Council adopts Resolution No. 11651-100615, acquiring property at 3953 East American Avenue.
(4th Aldermanic District)

Background: At their September 15, 2015 meeting, the Water and Sewer Commission recommended approval of purchasing the property at 3953 East American Avenue. It is the sole remaining residential property on the south side of East American Avenue between the railroad tracks and South 5th Avenue. It currently is situated north of the proposed Water Treatment Plant upgrades. The Oak Creek Water and Sewer Utility identified this property as a candidate for acquisition based on future needs (additional storage north of the proposed 2-million gallon reservoir). Subsequently, Southern Wisconsin Appraisal, Inc. completed the property appraisal, and Terracon completed a soils and ground water investigation finding no soils and or groundwater contamination. It is anticipated that this home, built in 1923, will contain asbestos, for which the Utility will hire a contractor to mitigate. Having had discussions with the current property owner at 3953 East American Avenue, and conducted preliminary due diligence, it is recommended that the Common Council approve the purchase of the property based on the following stipulations:

1. Purchase price of \$136,000
2. Utility-paid Closing Costs
3. Occupancy Agreement – stipulates no more than 90 days occupancy after closing
4. Environmental risk assumed by the Utility

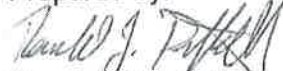
Key information regarding the property is shown in the table below.

Owner	Property Address	Tax Key Number	Acquisition Type	Amount
Jacob Piontek	3953 E. American Avenue	8699997001	Real Property	\$136,000 + Closing Costs


The total amount required includes real estate acquisition cost and closing costs.

Fiscal Impact: The total cost of this action is \$136,000 plus closing costs, and is to be paid using Utility capital budget funds for the Chlorine Contact Tank Compliance Project.

Prepared by:


Ron J. Pritzlaff, P.E.
Utility Engineer

Respectfully submitted:

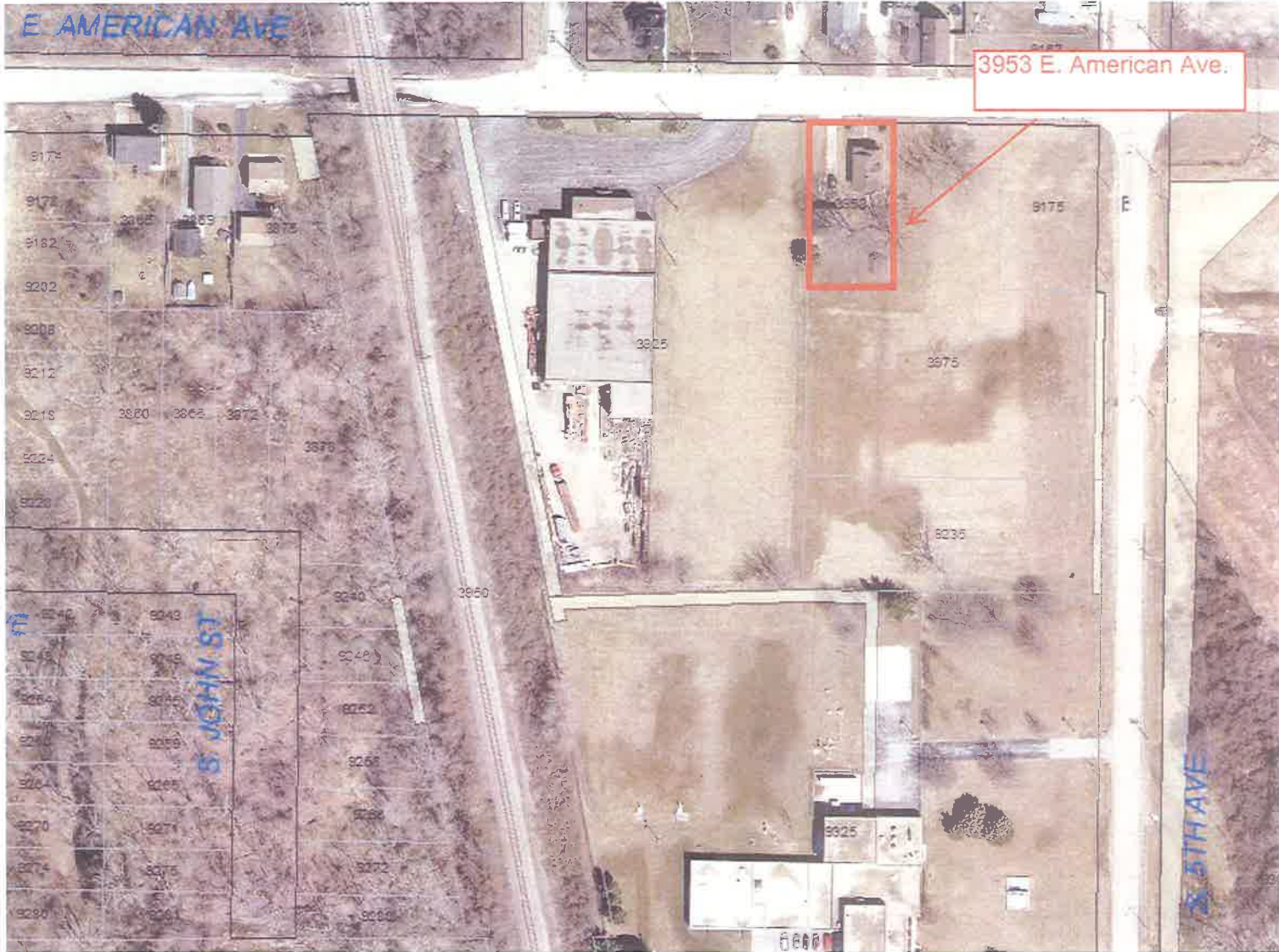

Gerald R. Peterson, ICMA-CM
City Administrator

Approved By:


Michael J. Sullivan, P.E.
General Manager

Fiscal review by:


Bridget M. Souffrant, CMTW
Finance Director / Comptroller



RESOLUTION NO. 11651-100615

BY: _____

**RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY AT 3953 EAST AMERICAN AVENUE
FOR FUTURE OAK CREEK WATER TREATMENT PLANT IMPROVEMENTS**

(4th ALDERMANIC DISTRICT)

WHEREAS, the acquisition of real estate at 3953 East American Avenue will facilitate future Oak Creek Water Treatment Plant improvements, and

WHEREAS, the property owner listed below has agreed to property acquisition,

Owner	Property Address	Tax Key Number	Acquisition Type	Amount
Jacob Piontek	3953 E. American Avenue	8699997001	Real Property	\$136,000 + Closing Costs

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the property acquisition be approved and the same is hereby accepted; and

BE IT FURTHER RESOLVED, the City Attorney be authorized to conduct a closing to be scheduled and upon closing the City Clerk 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 6th day of October, 2015.

Passed and adopted this 6th day of October, 2015.

President, Common Council

Approved this 6th day of October, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: October 6, 2015

Item No.: 13

Recommendation: That the Common Council considers a motion to award the City Buildings & Site Demolition contract to the lowest responsive, responsible bidder, Gunderson Excavating, Inc., for the total lump sum bid price of \$268,000.00. (Project No. 15002B) (3rd Aldermanic District)

Background: Four city buildings: City Hall, Library, Fire Station #1, and the parking garage are to be demolished after the move into the new buildings later this month.

Plans, specifications and bid documents for the building and site demolition work were prepared and the work was advertised for bids. The following eleven bids were submitted on September 25, 2015:

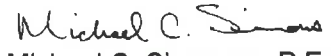
Contractor	Base Bid	Alternate #1	Base + Alt #1
Gunderson Excavating	\$232,000.00	\$36,000.00	\$268,000.00
New Berlin Grading	\$267,399.00	\$46,715.00	\$314,114.00
Dore & Associates	\$287,600.00	\$53,100.00	\$340,700.00
VJS	\$315,000.00	\$50,825.00	\$365,825.00
RLP Diversified	\$392,982.00	\$42,900.00	\$435,882.00
VEIT	\$463,285.00	\$73,320.00	\$536,605.00
Corporate Contractors	\$559,034.00	\$68,900.00	\$627,934.00
Badgerland Demolition	\$585,519.00	\$48,500.00	\$634,019.00
Dakota Intertek	\$547,000.00	\$132,000.00	\$679,000.00
Robinette Demolition	\$711,900.00	\$168,350.00	\$880,250.00
Rams Contracting	\$947,340.00	\$155,000.00	\$1,152,340.00

The base bid includes the work to raze the buildings to City Ordinances, which outline that foundations can remain in place up to one-foot below grade and basements backfilled with clean fill material. Alternate #1 includes the work to remove the foundations in their entirety and backfill basements with engineered material compacted to a specified density. It is recommended that Alternate #1 work be completed under this contract so that the site is fully prepared for the subsequent School District building project. While the City and School District work to determine which entity is responsible for the costs of the foundation removal work, Alternate #1 provides a clear cost associated with this specific work.

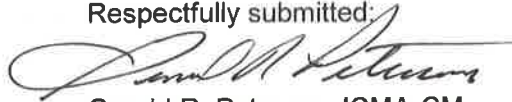
One issue with the bids is that the apparent low bidder (Gunderson) did not acknowledge Addendum No. 1 on the bid form. Very shortly after the bid opening, Gunderson verbally responded that he was in possession of Addendum #1, that it had been factored into his bid, but that he mistakenly neglected to acknowledge it on his submitted bid. He reasserted this in writing via email dated September 30, 2015. City Attorney Karls has researched this issue and provided a legal opinion in a memo attached to this Council report.

Fiscal Impact: There are funds reserved in the CIP budget under Project No. 15002 to complete the site and building demolition work. There will be a shortfall of funds, which the Capital Improvement Committee will be recommending to the Common Council to fund through the 2016 budget cycle to fully cover all of the demolition work.


Prepared by:


Michael C. Simmons, P.E.
City Engineer

Respectfully submitted:


Gerald R. Peterson, ICMA-CM
City Administrator

Approved by:


Melissa L. Karls
City Attorney
Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Mike Simmons

From: Bolle, Chris <Chris.Bolle@strand.com>
Sent: Wednesday, September 30, 2015 11:55 AM
To: Mike Simmons
Subject: FW: City of Oak Creek Demolition Contract 1-2015

Mike, see below. I didn't see you copied on this email from Mike Gunderson.

Chris Bolle
Strand Associates, Inc.
Phone:(414) 271-0771
Direct:(608) 251-2129 Ext. 1520

From: Mike Gunderson [<mailto:gundersonexcavating@yahoo.com>]
Sent: Wednesday, September 30, 2015 11:30 AM
To: Bolle, Chris <Chris.Bolle@strand.com>
Subject: Re: City of Oak Creek Demolition Contract 1-2015

To: Chris Bolle - Strand Associates, Inc.
Mike Simmons - City Hall engineer

Dear Sirs,

This email is in reference to the City of Oak Creek Demolition Contract. On behalf of Gunderson Excavating Inc., we did receive notice of addendum #1 and our company is aware of it. This addendum is included in the lump sum of Gunderson Excavating's bid. The addendum was over looked on the bid form, but Gunderson Excavating has complete awareness of it.

Thank you for your cooperation.

Michael J. Gunderson
President
Gunderson Excavating Inc.

Sent from my iPad

On Sep 30, 2015, at 10:04 AM, Bolle, Chris <Chris.Bolle@strand.com> wrote:

Mike Gunderson,

Per our phone conversation today, please provide a written summary of the information you previously provided verbally to myself and Mike Simmons. Your written summary can be provided via response to this email. Mike Simmons is CC'd on this email.

Thanks,

Chris Bolle
Strand Associates, Inc.
Phone:(414) 271-0771
Direct:(608) 251-2129 Ext.1520



OAKCREEK

OFFICE OF THE
CITY ATTORNEY

MELISSA L. KARLS
CITY ATTORNEY

MEMORANDUM

TO: Mike Simmons, City Engineer

FROM: Melissa L. Karls, City Attorney

DATE: October 1, 2015

RE: Gunderson Excavating Bid

A question has arisen as to whether or not the City can accept the lowest bid for the City Hall, Fire Station and Library demolition project from Gunderson Excavating. In Gunderson Excavating's bid for the project, dated September 25, 2015, they neglected to acknowledge receipt of Addendum No. 1. Within two hours of bid opening, the City's consultant for this project spoke with Michael Gunderson of Gunderson Excavating, who acknowledged that he did receive the Addendum and included the Addendum information in his Lump Sum Bid. Mr. Gunderson confirmed that they erred by not acknowledging the addendum, but indicated that he was in possession of the addendum and that it did factor into their bids.

The League of Wisconsin Municipalities has cited court decisions that recognize that municipalities have a certain amount of discretion under Wis. Stats. Sec. 62.15, the public bidding statute. In *Power Systems Analysis v. City of Bloomer*, the Wisconsin Court of Appeals concluded that the city had discretion to accept a bid which was submitted approximately 90 minutes after the time bids were due even though all other bids had already been opened shortly after the deadline. This late bid was the lowest bid. The court stated that the statutory bidding requirements were designed to prevent fraud and to ensure that the public receives "the best work at the most reasonable price." 197 Wis. 2d 817, 541 N.W.2d 214, 217 (Ct. App. 1995).

A Wisconsin federal court similarly concluded that the Milwaukee Metropolitan Sewerage District properly exercised its discretion when it accepted a bid in which the bidder failed to indicate the amount of the bond on the bid bond. The day after the bids were opened and the omission was made known, the low bidder and its surety signed an affidavit stating that the bid bond should have been five percent, as required, and that both bound themselves to the terms of the bond. That court concluded that the bidder's failure to indicate the amount was not material; that the error was cured quickly; that the District properly exercised its discretion in accepting the bid; and that the low bidder was not given special consideration and did not otherwise benefit from its mistake. *Dillingham Constr., Inc. v. Milwaukee Metro. Sewerage Dist.*, 629 F. Supp. 406, 410 (E.D. Wis. 1986).

Mike Simmons, City Engineer
October 1, 2015
Page Two

The issue is whether the City can accept Gunderson Excavating's bid, which is the lowest bid, despite the fact that they did not initially acknowledge Addendum No. 1 with their bid submission. In my opinion, the City has the authority to accept the low bid of Gunderson Excavating despite their failure to initially acknowledge Addendum No. 1 based on the holdings in the above cases. The error was clarified almost immediately and did not provide an opportunity for Gunderson Excavating to unfairly manipulate the process to its advantage. I note that the Instructions to Bidders specified that the City can accept or reject bids with irregularities of any kind. In addition, the Advertisement to Bid states that the City reserves the right to waive any technicality and to accept any bid which it deems advantageous. I believe the integrity of the competitive bidding process would not be compromised if the City waived a minor irregularity of Gunderson Excavating's failure to acknowledge Addendum No. 1 in its bid and accepted that low bid.

City of Oak Creek Common Council Report

Meeting Date: October 6, 2015

Item No.: 14

Recommendation: That the Common Council adopts Resolution No. 11649-100615, a resolution granting to We Energies a 20'x50' permanent electric easement at 8040 S. 6th Street. (Tax Key No. 813-9034-000) (Project No. 13051) (2nd Aldermanic District)

Background: This easement will replace the smaller 15'x25' easement that was granted by Resolution No. 11592-070715. The street lighting design has been changed to include electrical outlets on the poles surrounding the central Town Square. This requires an additional cabinet and transformer to be installed at this location and requires a larger easement area. We Energies has designed the electrical service, which service consists of primary voltage facilities up to and including transformers and control panels to be located at the northwest corner of the parcel just east of the City Hall/Library site. This location was determined during the overall DTS site design.

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

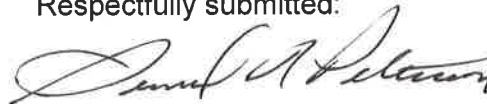
Fiscal Impact: None at this time. This being a permanent easement, We Energies would have the right to be compensated for the associated costs if the facilities would ever need to be relocated due to a future project.

Prepared by:



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, CMT/V
Finance Director / Comptroller

RESOLUTION NO. 11649-100615

BY: _____

**RESOLUTION GRANTING TO WE ENERGIES A 20'X50' PERMANENT
ELECTRIC EASEMENT AT 8040 S. 6TH STREET**

(TAX KEY NO. 813-9034-000)

(2ND ALDERMANIC DISTRICT)

WHEREAS, We Energies is requiring a 20'x50' permanent electric easement to install a new buried electrical service addressing the City's request for a new electrical service for the proposed street lighting system for the entire Drexel Town Square site and a second adjacent panel to accommodate electrical outlets on the light poles surrounding just the Town Square, and;

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

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

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the 20'x50' permanent electric easement at 8040 S. 6th Street be granted and the Mayor and City Clerk are hereby authorized to execute the same.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6th day of October, 2015.

Passed and adopted this 6th day of October, 2015.

President, Common Council

Approved this 6th day of October, 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

**DISTRIBUTION EASEMENT
UNDERGROUND JOINT**

Document Number

WR NO. 3791717

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

The easement area is described as a strip of land 20 feet by 50 feet along the north property line of **LOT 4 of Certified Survey Map No. 8573**, being a part of the **Northeast 1/4 of Section 17, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin**.

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

RETURN TO:

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

813-9034
(Parcel Identification Number)

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

Grantor:

CITY OF OAK CREEK

By _____

(Print name and title): _____

By _____

(Print name and title): _____

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

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

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

KEY

 -BOUNDARY OF PROPOSED UNDERGROUND EASEMENT

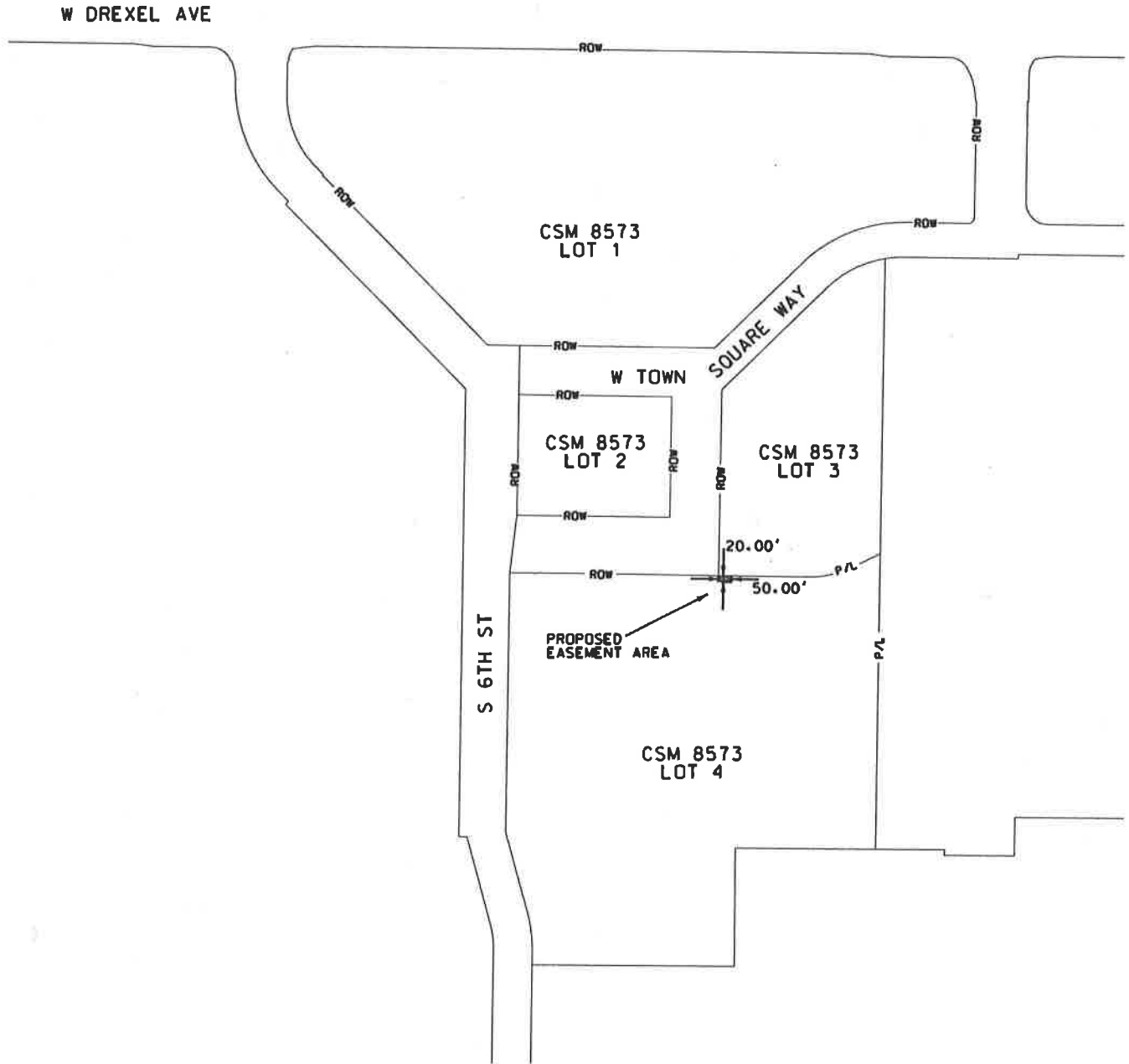


EXHIBIT "A"



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

DRAWN BY: MARK FAHEY
DATE: 6/11/15
IDO NUMBER: WR 3791717
REVISIONS: 9/12/15

\$FILES
\$TIMES
\$DATES

City of Oak Creek Common Council Report

Meeting Date: October 6, 2015

Item No.: 15

Recommendation: That the Common Council approve Resolution No. 11650-100615, accepting the workmanship and authorizing final payment to Allways Contractors, for Project No. 14033. This project involved the installation of storm sewer improvements in W. Oakwood Rd. (6th Aldermanic District)

Background: This project was authorized by the Common Council as part of the Capital Improvement Program, and was awarded on July 1, 2014.

Fiscal Impact: Final payment of \$5,000.00 is to be paid with CIP provided funding.

Prepared by:



J. John Ozolins
Senior Engineering Technician

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. 11650-100615

BY: _____

**RESOLUTION ACCEPTING THE WORKMANSHIP OF
ALL-WAYS CONTRACTORS
AND AUTHORIZING FINAL PAYMENT**

**W. OAKWOOD ROAD
STORM SEWER**

PROJECT NO. 14033

(6th ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek, hereinafter referred to as the City, and All-Ways Contractors, hereinafter referred to as the contractor, entered into a contract whereby the Contractor agreed to perform certain public works under Project No. 14033 for the installation of storm sewer improvements in the City of Oak Creek, in accordance with plans and specifications prepared by the City Engineer for the agreed price of \$119,484.00; and,

WHEREAS, said total final contract price has been determined to be \$147,246.70 as computed by the City Engineer using actual quantities, as measured, additions and deletions to the contract, and contract unit prices; and,

WHEREAS, the Contractor has completed all of the work set out in the specifications; and,

WHEREAS, the Contractor has filed with the City an affidavit stating that he has complied fully with the provisions and requirements of Section 66.0903, Wis. Stats.; and,

WHEREAS, the City Engineer has submitted his final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account, the sum of \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED that the recommendation and report prepared by the City Engineer be accepted.

BE IT FURTHER RESOLVED that the City of Oak Creek does hereby accept the workmanship furnished by the Contractor, subject, however, to all guarantees and other obligations set out in the contract which the City of Oak Creek hereby reserves, if any, and subject to the right of the City of Oak Creek to commence an action or file a third party claim against the Contractor in the event that an action is commenced by anyone against the City of Oak Creek as a result of alleged injuries or wrongful death as a result of the condition of the work site or any other condition related to this project.

BE IT FURTHER RESOLVED that in order to guarantee said workmanship and materials on the storm sewer installation for a period of 12 months after the acceptance of the

work, the performance or contract bond, which has been made a part of the contract, shall be in effect until 12 months after the passage of the resolution.

BE IT FURTHER RESOLVED that the City, through its proper officials, issues its voucher in the sum of \$5,000.00 to the Contractor in full and final payment of the City's obligations under this contract.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6th day of October, 2015.

Passed and adopted this 6th day of October, 2015.

President, Common Council

Approved this 6th day of October, 2015.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

FINAL PROJECT PAYMENT COST BREAKDOWN

CITY PROJECT NO. **14033** COUNCIL MEETING DATE: **October 6, 2015**
PROJECT LOCATION: West Oakwwod Road COUNCIL RESOLUTION NO. **11650-100645**
PROJECT DESCRIPTION: Storm Sewer
GENERAL CONTRACTOR: All Ways Contractors

CONTRACT BID AMOUNT: \$ 119,484.00
AUTHORIZED ADDITIONS TO ORIGINAL CONTRACT AMOUNT: \$ -
REVISED CONTRACT AMOUNT: \$ 119,484.00
AS-BUILT PROJECT COST: \$ 147,246.70
AMOUNT OVER/UNDER ORIGINAL CONTRACT AMOUNT: \$ 27,762.70
AMOUNT PAID TO DATE: \$ 142,246.70
AMOUNT DUE FINAL PAYMENT: \$ 5,000.00

PREPARED BY: J. John Ozolins
Senior Engineering Technician

DATE PREPARED: September 29, 2015

APPROVED FOR PAYMENT BY: Michael Sines

DATE APPROVED: 10/1/15

City of Oak Creek Common Council Report

Meeting Date: October 6, 2015

Item No.:

Recommendation: That the Common Council adopts Resolution No. 11648-100615, acquiring fee property (right-of-way), permanent easements, temporary easements and highway easements for the S. 5th Avenue relocation project from the intersection of STH 100 (Ryan)/STH 32 (Chicago) to 5th Avenue/Ryan Road, and, to send a payment in the amount of the Award of Damages to the affected property owners (Project No. 12026) (4th Aldermanic District).

Background: The acquisition (approved with Resolution No. 11616-050515) of real estate and easements is necessary for 5th Avenue relocation project from the intersection of STH 100 (Ryan)/STH 32 (Chicago) to 5th Avenue/Ryan Road. The required acquisitions have been determined to be agreeable by the affected property owners. Single Source, Inc. is a sub-consultant for Strand Associates and is handling all of the real estate acquisitions for the project. The City must acquire Right-of-Way (FEE), highway, permanent, or temporary easements on eleven parcels. The City has approved four acquisitions previously. The acquisitions acquired at this time are listed below.

Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
9648 S. Chicago Road, LLC	9648 S. Chicago Road	912-9995-002	1	FEE, PLE & TLE	\$283,413.53
Wisconsin Electric Power	3965 E. Ryan Road	912-9997	2	FEE, PLE & TLE	\$53,800.00
Erick Slamka Living Trust	3981 E. Ryan Road	912-9999	3	PLE & TLE	\$7,400.01
Edison M. Boerke Family Trust	9300 S. 5 th Avenue	868-9994-001	9	FEE & TLE	\$10,102.45

The total amount required includes land acquisition cost and closing costs.

Fiscal Impact: The total cost of this action is \$354,715.99, and is to be paid through the sale of promissory notes authorized by Resolution No. 11440-121713.

Prepared by:



Matthew J. Sullivan, P.E.
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. 11648-100615

BY: _____

RESOLUTION ACCEPTING FEE PROPERTY, PERMANENT EASEMENTS, TEMPORARY EASEMENTS AND HIGHWAY EASEMENTS FOR THE SOUTH 5TH AVENUE RELOCATION PROJECT (PROJECT NO. 12026)

(4th ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek decided that public necessity demands the construction of S. 5th Avenue Relocation from the intersection of STH 100 (Ryan)/STH 32 (Chicago) to 5th Avenue/Ryan Road; and

WHEREAS, the road construction work will be completed by the Wisconsin Department of Transportation as part of their State Transportation Projects in 2016; and

WHEREAS, the acquisition of fee simple title, permanent easements, temporary easements and highway easements were approved with Resolution No. 11616-050515, and

WHEREAS, the plat and relocation order for this project, with State I.D. 2987-00-14, have been approved and filed with the County Clerk for Milwaukee County, and

WHEREAS, the property owner listed below has agreed to land acquisition and grants easements to the City,

Owner	Property Address	Tax Key Number	Parcel No.	Acquisition Type	Amount
9648 S. Chicago Road, LLC	9648 S. Chicago Road	912-9995-002	1	FEE, PLE & TLE	\$283,413.53
Wisconsin Electric Power	3965 E. Ryan Road	912-9997	2	FEE, PLE & TLE	\$53,800.00
Erick Slamka Living Trust	3981 E. Ryan Road	912-9999	3	PLE & TLE	\$7,400.01
Edison M. Boerke Family Trust	9300 S. 5 th Avenue	868-9994-001	9	FEE & TLE	\$10,102.45

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached land acquisition and easements be approved and the same is hereby accepted; and

BE IT FURTHER RESOLVED, the Finance Director is hereby authorized and directed to prepare a check(s) in the amount(s) and to the owner(s) shown above for a closing to be scheduled and upon closing the City Clerk 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 6th day of October, 2015.

Passed and adopted this 6th day of October, 2015.

President, Common Council

Approved this 6th day of October, 2015.

Mayor

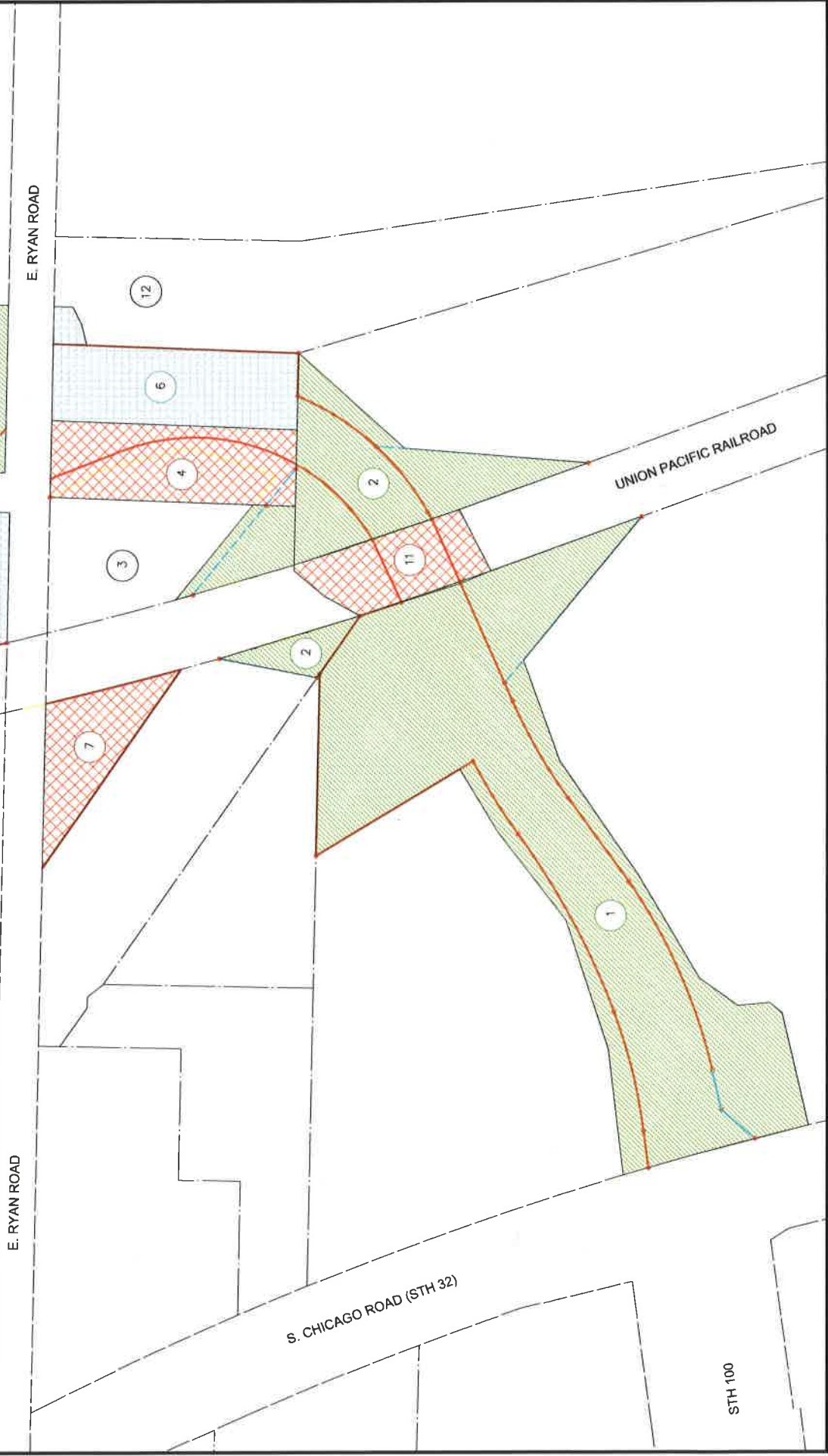
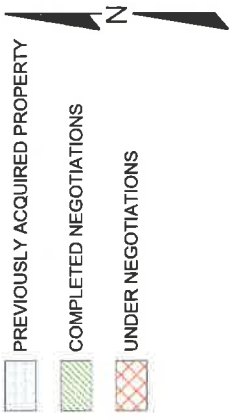
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

S. 5TH AVENUE EXTENSION REAL ESTATE

PARCEL NO.	OWNER	TAX KEY NUMBER	ACQUISITION TYPE
1	9648 SOUTH CHICAGO ROAD, LLC	912-9995-002	FEE, PLE & TLE
2	WEPCO	912-9997	FEE, PLE & TLE
3	ERICK SLAMKA LIVING TRUST	912-9999	PLE & TLE
4	JEROME & ELIZABETH LEMKE	913-9995	FEE, PLE & TLE
6	GEORGE & KATHLEN KASTER	913-9996	FEE
7	PATRICK J. FITZPATRICK TRUST	912-9998	FEE
8	LISA TOMCZAK & CRAIG BALLER	869-9943	FEE
9	EDISON M. BOERKE FAMILY TRUST	868-9994-001	FEE & TLE
10	CITY OF OAK CREEK	869-9995-003	TLE
11	UNION PACIFIC RAILROAD CO	912-9928	TLE & HE
12	TRAVIS & KAREN ADLER	913-9997	TLE



STH 100

**MINUTES
LICENSE COMMITTEE
Thursday, September 24, 2015 at 8:30 A.M.**

This meeting was called to order at 8:30 a.m.

Present were: Ald. Kurkowski, Ald. Verhalen, and Ald. Gehl. Also in attendance was City Attorney Melissa Karls and Deputy City Clerk Christa Miller.

- 1. The Committee reviewed an application for Operator license submitted by Tiffany N. Woodson, 1721 W. Lincoln Ave., Milwaukee, WI 53215 (Walgreen). Ms. Woodson was in attendance.

On her application, Ms. Woodson disclosed convictions for THC, operating after suspension, speeding tickets and operating without insurance.

The police record check showed 2013 arrests for Possession of Marijuana and Retail-Theft, with unknown dispositions.

Ms. Woodson explained that the retail-theft occurrence was actually in 2010. She further indicated that the possession of THC was in 2013, she received a ticket, and that since that time she has turned her life around and no longer engages in such activity.

Ald. Gehl, seconded by Ald. Verhalen, moved to grant an Operator license to Tiffany N. Woodson, 1721 W. Lincoln Ave., Milwaukee, WI 53215 (Walgreen). On roll call, all voted aye.

- 2. The Committee reviewed an application for Operator license submitted by Christopher J. Kempken, 1760 Shumann Dr., Union Grove, WI 53182 (Bootz Saloon). Mr. Kempken was in attendance.

On his application, Mr. Kempken disclosed a 2004 Disorderly Conduct conviction.

The police record check showed a 2013 OWI conviction from Union Grove, WI.

Mr. Kempken was asked about the omission. He stated that he was confused by the form as it states that only non-traffic tickets/citations are to be listed. He explained when he looked in the State Circuit Court Access page to review his convictions, he saw that the OWI was listed as a "traffic" class type, and therefore, did not list it, citing that the form asked for all *non-traffic tickets/citations* only.

Ald. Gehl, seconded by Ald. Verhalen, moved to grant an Operator license to Christopher Kempken, 1760 Shumann Dr., Union Grove, WI 53182 (Bootz Saloon.) On roll call, the vote was as follows: Ald. Gehl, aye; and Ald. Verhalen, aye. Ald. Kurkowski abstained from voting.

- 3. The Committee reviewed an application for Operator license submitted by Barbara A. Leschke, 1427 Madison Ave., South Milwaukee, WI 53172 (Kwik-Trip – 10th St.). Ms. Leschke was invited to attend the meeting, however, informed the Clerk's office that the meeting was being held on the Grand Opening day and she was scheduled to work. She asked for permission to attend the meeting, however, her employer indicated that they needed all staff to work the Grand Opening, and therefore, she submitted an e-mail stating such and that if the Committee would like to have her appear, she could do so at a future meeting.

Ms. Leschke indicated on her application no previous convictions.

The police record check showed a 1983 Retail Theft conviction and a 1987 Public Assistance Fraud conviction.

In conversations with the City Clerk's office, Ms. Leschke had indicated that she had remembered both convictions, but that after a discussion with her daughter, thought that they were older and probably not necessary to be disclosed.

The Committee discussed Ms. Leschke's convictions, and the age of the convictions. They acknowledged

that while the convictions are serious, that the applicant had no further convictions since that time. Additionally, they noted that had the applicant disclosed the convictions, she would be eligible for an Operator's license without review.

Ald. Verhalen, seconded by Ald. Gehl, moved to grant an Operator license to Barbara A. Leschke, 1427 Madison Ave., South Milwaukee, WI 53172 (Kwik Trip – 10th St.) On roll call, all voted aye.

- 4.-5. The Committee reviewed the current Operator license application and directed staff to omit the notary section and to revise the disclosure of conviction(s) portion of the application.

Ald. Kurkowski, seconded by Ald. Gehl, moved adjourn the meeting at 9:18 a.m. On roll call, all voted aye.