

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



Common Council
Chambers
8040 S. 6TH Street
Oak Creek, WI 53154
(414) 768-6500

COMMON COUNCIL MEETING AGENDA

TUESDAY, NOVEMBER 17, 2015
AT 7:00 P.M.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 11/3/15

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

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

4. **Conditional Use Amendment:** Consider a request submitted by URSA Oak Creek, LLC & URSA Major Corp. d/b/a URSA Logistics & TEG Properties, LLC for a Conditional Use Permit Amendment allowing automobile and truck engine and body repair, and storage of vehicles and equipment on a portion of the property located at 6925 S. 6th St. (1st District).
5. **Ordinance:** Consider *Ordinance* No. 2777, amending Ordinance No. 2692, allowing automobile and truck engine and body repair, and storage of vehicles and equipment on a portion of the property located at 6925 S. 6th Street (1st District).

New Business

MAYOR & COMMON COUNCIL

6. **Motion:** Consider a *motion* to approve the 2016 City health plan (by Committee of the Whole).
7. **Discussion:** Council discussion and direction regarding the scheduling of 2016 Regular Combined Common Council meeting dates.
8. **Resolution:** Consider *Resolution* No. 11663-111715, designating official holidays for 2016 (by Committee of the Whole).
9. **Motion:** Consider a *motion* to approve the Vendor Summary Report in the amount of \$850,806.81 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

10. **Motion:** Consider a *motion* to authorize the City Administrator to enter into an amended market contract with the Journal Broadcast Group for advertising as part of the Packers Radio Network and the Brewers Radio Network to promote the City of Oak Creek for the 2016 regular season(s), in an amount not to exceed \$48,060 (by Committee of the Whole).

LICENSE COMMITTEE

The License Committee met on November 10, 2015. Recommendations are as follows:

11. **Motion:** Consider a *motion* to grant an Operator's license to Yesica Alvarez, 710A West Grange Ave., Milwaukee (All in the Family).
12. **Motion:** Consider a *motion* to grant an Operator's license to Rick Cmelak, 6234 W.. Whitaker Ave., Greenfield (Water Street Brewery).
13. **Motion:** Consider a *motion* to grant an Operator's license to Renee Brzezinski, 2862A S. 27th St., Milwaukee (Kwik Trip-Drexel).

The following items were received after the License Committee met. Tentative recommendations follow:

14. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
 - Erica Thompson-Wilson, 6850 W. Kathleen Ct., Franklin (Kwik Trip)
15. **Motion:** Consider a *motion* to grant a Change of Agent to Love's Travel Stops & Country Stores, Inc., dba Love's Travel Stop #432, 9650 S. 20th Street from Shawn Leis to Charles E. Campbell, 6061 S. 6th Street, Milwaukee.

MISCELLANEOUS

16. **Motion:** Consider a *motion* to convene into Closed Session pursuant to Wisconsin State Statutes Section 19.85 (1)(e) to discuss a proposed letter of intent for the sale of approximately 6,846 square feet of the property at 7600 S. 6th St. with The Luther Group.
17. **Motion:** Consider a *motion* to reconvene into Open Session.
18. **Motion:** Consider a *motion* to take action, if required.

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 or by writing to the ADA Coordinator at the Oak Creek Health Department, 8040 S. 6th Street, 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

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

PURPOSE: The purpose of this public hearing is to consider a request submitted by URSA Oak Creek, LLC & URSA Major Corp. d/b/a URSA Logistics & TEG Properties, LLC for a Conditional Use Permit Amendment allowing automobile and truck engine and body repair, and storage of vehicles and equipment on a portion of the property located at 6925 S. 6th St.

Hearing Date: Tuesday, November 17, 2015
Time: 7:00 p.m.
Place: Oak Creek City Hall
8040 South 6th St.
Oak Creek, WI 53154
Common Council Chambers

Applicant: URSA Oak Creek, LLC & URSA Major Corp. d/b/a URSA Logistics & TEG Properties, LLC
Property Owner: TEG Properties, LLC
Property Location: 6925 S. 6th St.
Tax Key(s): 735-9045-000

Legal Description:

Lot 1, Certified Survey Map No. 8100, being a division of a part of Certified Survey Map No. 754; part of Outlot 1 of Certified Survey Map No. 4216; part of Parcel 4 of Certified Survey Map No. 1332 and lands all being in the Southeast ¼ of the Southwest ¼ and the Southwest ¼ of the Southeast ¼ of Section 5, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 5; thence N 00°18'37" E along the West line of said section, 666.00 feet to the point of beginning of the lands to be described; thence N 88°44'35" W, 654.26 feet to a point on the Easterly line of the Wisconsin Central Limited Railroad Company right-of-way; thence N 04°44'49" W along said Easterly line, 666.71 feet to a point; thence S 88°40'29" E, 556.39 feet to a point on the Westerly right-of-way line of South 6th Street; thence Southeasterly 308.91 feet along said Westerly line and the arc of a curve whose center lies to the Northeast, whose radius is 869.00 feet and whose chord bears S 7°49'46" E, 307.29 feet to a point; thence S 28°00'47" E along said Westerly line, 137.37 feet to a point; thence Southeasterly 176.53 feet along said Westerly line and the arc of a curve whose center is to the Southwest, whose radius is 705.00 feet and whose chord bears S 20°50'21", 176.07 feet to a point; thence Southeasterly 67.39 feet along said Westerly line and the arc of a curve whose center is to the Northeast, whose radius is 240.00 feet and whose chord bears S 21°42'46" E, 67.17 feet to a point; thence Southeasterly 80.61 feet along said Westerly line and the arc of a curve whose center is to the Northeast, whose radius is 213.71 feet and whose chord bears S 53°58'25" E, 80.13 feet to a point; thence N 82°04'19" W, 159.38 feet to the point of beginning. Said lands containing 430, 641 square feet (9.89 acres).

The Common Council has scheduled other public hearings for November 17, 2015 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: October 15, 2015
CITY OF OAK CREEK COMMON COUNCIL
By: Steve Scaffidi, Mayor

PUBLIC NOTICE

PLEASE NOTE: Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, preferable a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 768-6511, (FAX) 768-9587, (TDD) 768-6513 or by writing to the ADA Coordinator at the Health Department, City Hall, 8040 South 6th Street, Oak Creek, Wisconsin 53154.

City of Oak Creek Common Council Report

Meeting Date: November 17, 2015

Item No.: 5

Recommendation: That the Council adopts Ordinance No. 2777 amending Ordinance No. 2692 allowing automobile and truck engine and body repair, and storage of vehicles and equipment on a portion of the property located at 6925 S. 6th St.

Background: The Applicants are requesting an amendment to the existing Conditional Use Permit that would allow automobile and truck engine and body repair on the property at 6925 S. 6th St. Currently, a Conditional Use Permit that allows for the outdoor storage of vehicles, equipment, and supplies exists on the property.

Ursa Logistics is planning to locate their corporate headquarters, office operations, parking, dispatch, safety department, and truck maintenance on this property. As mentioned in their proposal, contracts with USPS are major components of their business. No loading or unloading of trucks will occur on the property; instead, trucks are dispatched to USPS locations for pickup and delivery. The request to allow automobile and truck engine and body repair is to maintain their fleet of vehicles.

In 2008, the Conditional Use Permit was amended to allow outdoor storage in the side yard, and to allow the use of crushed recycled asphalt for the outdoor storage areas. The Engineering Department has reviewed the proposal for URSA Logistics, and indicated that the remaining unpaved storage and parking areas must be paved. Representatives for the Applicant have indicated that there may be a Wisconsin Department of Natural Resources deed restriction from 2004 that may affect the ability to pave this property. Additional information regarding this matter will be provided prior to the Council hearing.

The Plan Commission has reviewed the proposed amendment, and has recommended that the amendment be approved. A copy of the revised conditions and restrictions with the amendment is included with this report.

Fiscal Impact: There is no direct fiscal impact associated with this change as the parcel is currently developed.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:



Bridget M. Souffrant
Finance Director / Comptroller

ORDINANCE NO. 2777

By: _____

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS IN ORDINANCE NO. 2692 FOR A CONDITIONAL USE PERMIT FOR TEG PROPERTIES, LLC TO PERMIT AUTOMOBILE AND TRUCK ENGINE AND BODY REPAIR, AND STORAGE OF VEHICLES AND EQUIPMENT

(6925 S. 6th Street)
URSA Logistics
1st Aldermanic District

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

WHEREAS, Ordinance No. 2692, an ordinance amending Ordinance No. 2313 was adopted on August 5, 2013, and allowed for an indoor firing range, firearms and accessory sales and training operations for firearms and self-defense not within 1,000 feet of a residential district; and

WHEREAS, Ordinance No. 2313, approving a conditional use permit for storage of vehicles, equipment and supplies for the properties at 6925 and 6965 S. 6th Street which was approved on July 6, 2004, and last amended with Ordinance 2493, contained a restriction that outdoor storage shall not be located within the front or side yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.; and

WHEREAS, Ordinance 2493 also requires that all off-street parking and equipment storage areas shall be surfaced with an all-weather wearing surface of plant mix asphaltic concrete over crushed stone base subject to approval by the City Engineer; and

WHEREAS, those ordinances affected the following legally described property;

Lot 1 of Certified Survey Map No. 8100. Said lands being in the Southwest and Southeast ¼'s of Section 5, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin containing 430,641 square feet (9.89 acres).

WHEREAS, the owner, TEG Properties, LLC., is requesting that Section 10C of Ordinance No. 2692 be amended to permit automobile and truck engine and body repair, and storage of vehicles and equipment; and

WHEREAS, the Plan Commission has reviewed this proposal and has recommended that the requested amendment be approved; and

WHEREAS, a public hearing was held on this matter on November 17, 2015, to hear comments from all who were interested.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, Section 10C of these conditions and restrictions contained in Ordinance No. 2692 affecting the lands hereinabove described, are amended as follows:

10C. One (1) Automobile and truck engine and body repair business.

SECTION 2: The several sections of this ordinance are declared to be severable. If any section shall be declared by a decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 3: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this 17th day of November 2015.

President, Common Council

Approved this 17th day of November 2015.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

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

Applicant:	URSA Logistics & TEG Properties, LLC	Approved by Plan Commission: TBD
Property Address:	6925 S. 6 th St.	Approved by Common Council: TBD
Tax Key Number:	735-9045-000	(Ord. XXXX, Amending Ords. 2692 & 2493)
Conditional Use:	Outdoor storage of vehicles, equipment, and supplies; automobile and truck engine and body repair	

1. LEGAL DESCRIPTION

Lot 1, Certified Survey Map No. 8100, being a division of a part of Certified Survey Map No. 754; part of Outlot 1 of Certified Survey Map No. 4216; part of Parcel 4 of Certified Survey Map No. 1332 and lands all being in the Southeast ¼ of the Southwest ¼ and the Southwest ¼ of the Southeast ¼ of Section 5, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 5; thence N 00°18'37" E along the West line of said section, 666.00 feet to the point of beginning of the lands to be described; thence N 88°44'35" W, 654.26 feet to a point on the Easterly line of the Wisconsin Central Limited Railroad Company right-of-way; thence N 04°44'49" W along said Easterly line, 666.71 feet to a point; thence S 88°40'29" E, 556.39 feet to a point on the Westerly right-of-way line of South 6th Street; thence Southeasterly 308.91 feet along said Westerly line and the arc of a curve whose center lies to the Northeast, whose radius is 869.00 feet and whose chord bears S 7°49'46" E, 307.29 feet to a point; thence S 28°00'47" E along said Westerly line, 137.37 feet to a point; thence Southeasterly 176.53 feet along said Westerly line and the arc of a curve whose center is to the Southwest, whose radius is 705.00 feet and whose chord bears S 20°50'21", 176.07 feet to a point; thence Southeasterly 67.39 feet along said Westerly line and the arc of a curve whose center is to the Northeast, whose radius is 240.00 feet and whose chord bears S 21°42'46" E, 67.17 feet to a point; thence Southeasterly 80.61 feet along said Westerly line and the arc of a curve whose center is to the Northeast, whose radius is 213.71 feet and whose chord bears S 53°58'25" E, 80.13 feet to a point; thence N 82°04'19" W, 159.38 feet to the point of beginning. Said lands containing 430, 641 square feet (9.89 acres).

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

1) General Development Plan

- a) Detailed building locations with setbacks
- b) Square footage of building
- c) Areas for future expansion
- d) Area to be paved
- e) Access drives (width and location)
- f) Sidewalk locations
- g) Parking layout and traffic circulation
 - i) location
 - ii) number of employees
 - iii) number of spaces
 - iv) dimensions
 - v) setbacks
- h) Location of loading berths
 - i) Location of sanitary sewer (existing & proposed)
 - j) Location of water (existing & proposed)

2) Landscape Plan

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

3) Building Plan

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

4) Lighting Plan

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

5) Grading, Drainage and Stormwater Management Plan

- a) Contours (existing & proposed)
- b) Location of storm sewer (existing and

- k) Location of storm sewer (existing & proposed) including detention/retention basins if needed
 - l) Precise location and extent of outdoor storage
 - m) Location of wetlands (field verified)
 - n) Location, square footage and height of signs
 - o) A description of the vehicles, materials, and equipment to be stored at the site
- c) Location of stormwater management structures and basins
- 6) **Fire Protection**
- a) Location of existing and proposed fire hydrants (public and private)
 - b) Interior floor plan
 - c) Materials of construction

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

3. PARKING AND ACCESS

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

4. LIGHTING

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

5. LANDSCAPING

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

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

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

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

4. To assure a diversity of color, texture and year-round interest, the total number of plant materials must be comprised of a minimum 25% evergreens, but no more than 70%.

B. Interior Landscape Area. All public off-street parking lots which serve five (5) vehicles or more shall be provided with accessory landscaped areas; which may be landscape islands, landscape peninsulas or peripheral plantings totaling not less than five (5) percent of the surfaced area. Landscape islands or peninsulas shall be dispersed throughout the off-street parking area. Landscape islands shall provide a minimum 30-inch clear area for vehicle overhang and snow storage. One shade tree shall be provided within the interior planting area for every 300 square feet of interior landscaping.

C. Perimeter Landscape Area. In an effort to prevent adjacent parking lots from becoming one large expanse of paving, perimeter landscaping shall be required. The perimeter strip shall be a minimum 5 feet in width. A minimum of one tree and five shrubs is required for every 35 linear feet of the perimeter of the parking area and located within the perimeter landscape area.

D. Landscaping Adjacent to Buildings. There shall be a minimum three-foot landscaped area provided between the edge of pavement and the entrance elevation of the building.

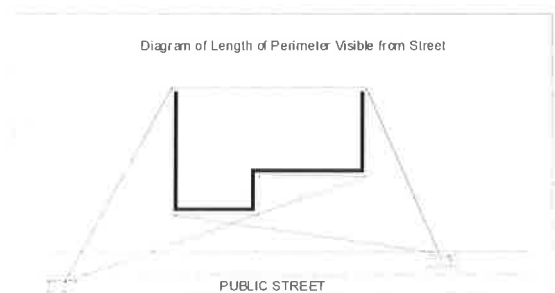
E. Screening of Trash. Trash receptacles shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure

and landscaping.

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

6. ARCHITECTURAL STANDARDS

- A. No building shall be permitted if the design or exterior appearance is of such unorthodox or abnormal character in relation to its surroundings as to be unsightly or offensive to generally accepted taste and community standards.



- B. No building shall be permitted where any exposed facade is not constructed or faced with a finished material which is aesthetically compatible with the other facades of surrounding properties and presents an attractive appearance to the public. Predominant exterior building materials must be of high quality. These include, but are not limited to brick, stone and tinted/textured concrete masonry units (CMUs). Smooth-faced concrete block, EIFS products (such as Dryvit) or pre-fabricated steel panels are not permitted as a primary exterior building material.
- C. The facade of a manufacturing, commercial, office, institutional, or park building shall be finished with an aesthetically pleasing material. A minimum of seventy-five (75) percent of the visible perimeter (see diagram) shall be finished with glass, brick or decorative masonry material.
- D. Material and color samples shall be submitted to the Plan Commission for review and approval.
- E. The Plan Commission has the discretion to adjust this minimum for building additions.
- F. The relative proportion of a building to its neighboring buildings or to other existing buildings shall be maintained or enhanced when new buildings are built or when existing buildings are remodeled or altered.
- G. Each principal building shall have a clearly defined, highly visible customer entrance with features such as canopies or porticos, arcades, arches, wing walls, and integral planters.
- H. Sides of a building that are visible from adjoining residential properties and/or public streets should contribute to the pleasing scale features of the building by featuring characteristics similar to the front façade of the building.
- I. Dumpsters and other trash receptacles shall be fenced and/or screened from view from street rights-of-way and adjacent residential uses.
- J. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule; as well as the approved protection of the identified wetlands and woodlands on the approved plan.

7. BUILDING AND PARKING SETBACKS

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure*	40 ft	20 ft	20 ft
Off-street Parking	40 ft	5 ft	5 ft

8. MAINTENANCE AND OPERATION

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

owners.

- C. Outdoor storage shall be limited to Black Diamond vehicles, equipment and supplies. Should a portion of the property be sold or leased, Black Diamond will be required to come before the Plan Commission for approval of the use on that portion of the property.

9. SIGNS

All signs shall conform to the provisions of Sec. 17.0706 of the Municipal Code. All signs must be approved by the Plan Commission as part of the site plan review process.

10. PERMITTED USES

- A. All permitted uses in the M-1, Manufacturing zoning district.
- B. Outdoor storage of vehicles, supplies, and equipment.
- C. **One (1) Automobile and truck engine and body repair business.**
- D. Usual and customary accessory uses to the above listed permitted uses.

11. TIME OF COMPLIANCE

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

12. OTHER REGULATIONS

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

13. REVOCACTION

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

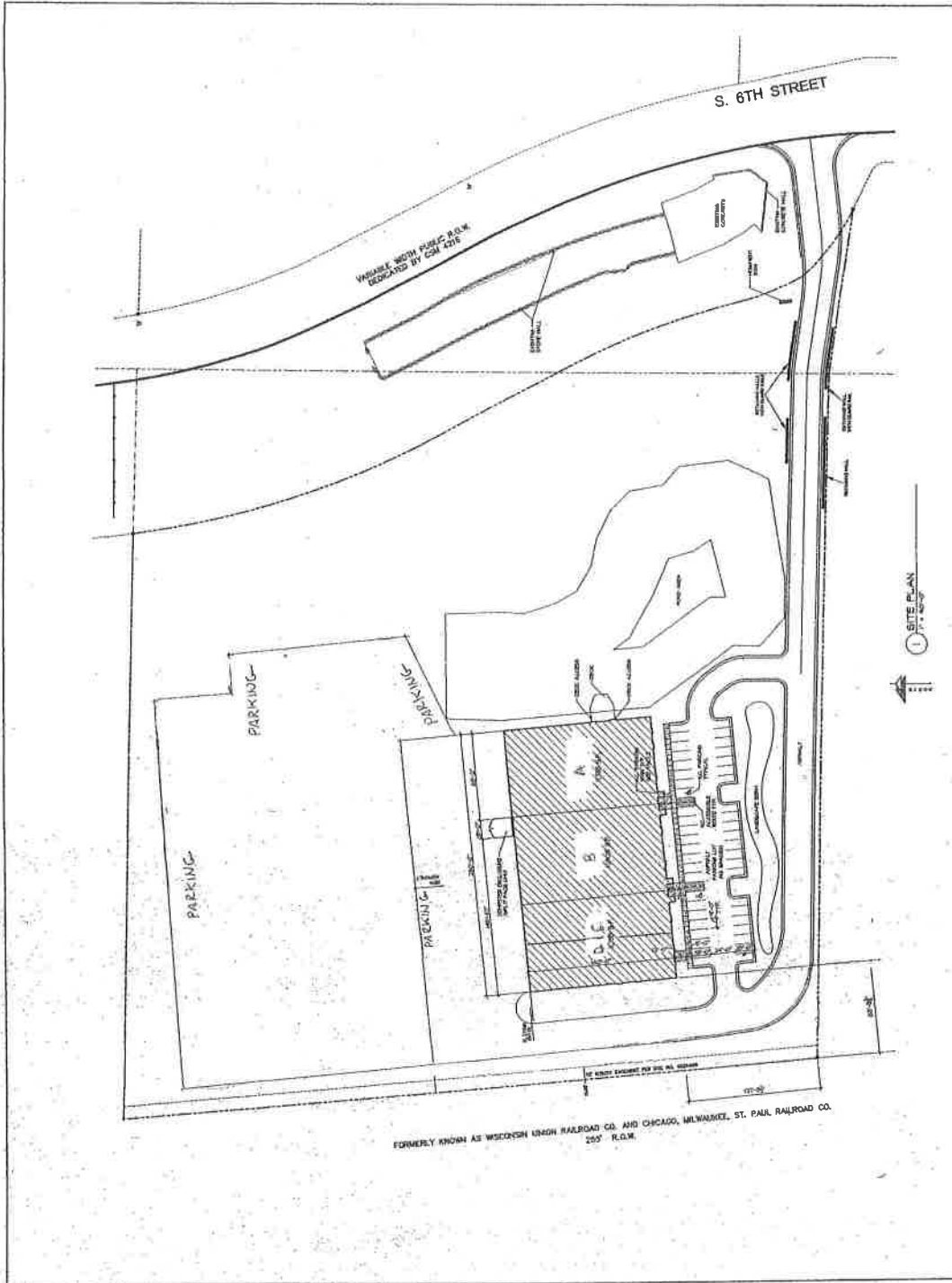
14. ACKNOWLEDGEMENT

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

Owner / Authorized Representative Signature

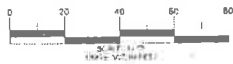
Date

(please print name)



SITE PLAN FOR
TRUCK PARKING
6925 S. GIM ST

EXISTING SCALE



Copyright 2015 Black Diamond Group, Inc.

EXISTING STORAGE BAYS

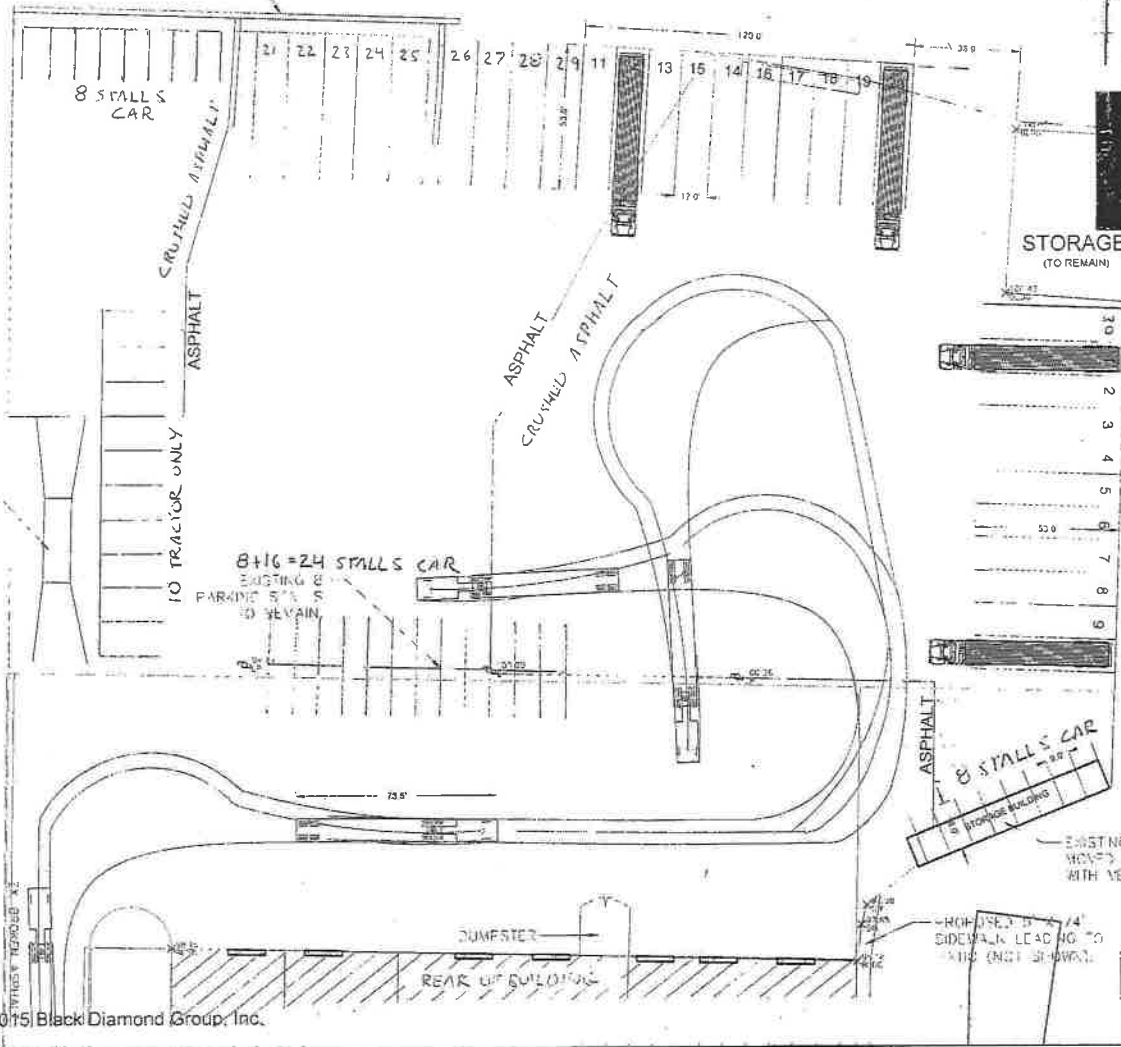
PROPERTY LINE

SITE LOCATION:

SATELLITE IMAGE



STORAGE
(TO REMAIN)



DIGGERS HOTLINE
Call 888 or (800) 242-8511
www.DiggersHotline.com

Location Map

6925 S. 6th St.



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



Legend	
	6925 S. 6th St.
	Floodfringe
	Floodway

MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, OCTOBER 13, 2015

**Conditional Use Permit Amendment
URSA Oak Creek, LLC & URSA Major Corp
d/b/a URSA Logistics & TEG Properties, LLC
6925 S. Ash Street
Tax Key No. 735-9045-000**

Ms. Papelbon provided an overview of the proposal. Ursa Logistics is planning to locate their corporate headquarters on this property. As mentioned in their proposal, they contract with USPS. No loading or unloading of trucks will occur on the property; instead, trucks are dispatched to USPS locations for pickup and delivery. The request to allow automobile and truck engine and body repair is to maintain their fleet of vehicles.

In 2008, the Conditional Use Permit was amended to allow outdoor storage in the side yard, and to allow the use of crushed recycled asphalt for the outdoor storage areas. The Engineering Department has reviewed the proposal for URSA Logistics, and indicated that the remaining unpaved storage and parking areas must be paved.

Commissioner Chandler asked specifically where repairs will occur. Scott Vandenhouten, Corporate Counsel for URSA Logistics, 248 S. Cardiff Road, Wales, Wisconsin, responded that the truck repair business will be taking place inside of the existing building. The suites that they would be taking over in the garage would be located in the north half of that building. Offices are in the south.

Commissioner Dickmann inquired if the business was taking over the whole building.

Mr. Vandenhouten responded that there are other tenants in the building. There are five different suites: Section A is a double wide, Section B is a combination of two suites that when it was built it was two separate suites, and Sections C and D.

Commissioner Dickmann advised that he drove there trying to find it, but was very concerned as there were cars parked on the grass all over on the street. He stated that it is a mess there and he does not know what the applicant is doing is going to help. He hoped he was looking at the right building, but he is very concerned.

Mr. Vandenhouten responded that not only himself, but the CEO have been by there a number of times and he has never seen cars outside of the car parking lot in front of the building. The truck parking would be behind the building.

Commissioner Dickmann stated that he could have been looking at the wrong building, and asked if this is the one that's just south of the parcel post place. Mr. Vandenhouten responded no, it is just south of Wisconsin Electric.

Commissioner Chandler asked if further information could be provided on what area should be paved that is not currently paved. Ms. Papelbon responded that truck parking and equipment storage would be outside. By Code it is required to be paved. The areas that are currently unpaved that would have the parking and equipment storage would have to comply with that Code requirement. However, the applicant has some information from their deed requirements as it pertains to DNR approvals.

Susan Sorrentino, SBRK Law Group, W229N1433 Westwood Drive, Waukesha, Wisconsin. Atty. Sorrentino stated that they have an offer to purchase the property, and it is contingent on URSA Logistics getting approval to use the property. The parking lot north of the building, which is behind the building, would be for truck parking and employee parking only. The lot that is south of the building is for customer and employee parking, and that is all fully paved. The back parking lot is screened from the street and is half paved. In their due diligence in reviewing this property and considering purchasing it, they

discovered that there is a deed restriction imposed on the property from the DNR and it specifically addresses the section where there is crushed asphalt. There were a number of sections (of the property) identified by the restriction where if anything is disturbed in that particular area, they (applicants) will need to go back to the DNR for review. Right now it has a closed case file on it. It had been cleaned up to a certain level, but if any other work is done on that property, they will need to go back to the DNR and ask them to reopen and reconsider and ask for permission to do any work on it, including covering it with a cap such as asphalt. Currently the company that is there was given an exception from covering that particular section, and the applicant is not asking for anything over and above, just merely given the same requirement that they were. They have crushed asphalt over it - it's just not paved asphalt. The company that was given the waiver previously is also a paving company, and they were not required to pave it, so we're asking if we could have an exception and not be required to pave that back section, particularly since it's not visible from the street. It wouldn't affect the aesthetic value of it. Ms. Papelbon stated that she has not had a chance to fully review it since it was received that afternoon, so she was not qualified to speak to that deed restriction.

Commissioner Correll voiced concern that there was recently an applicant that was made to put asphalt in where they wanted crushed asphalt, a similar trucking operation across the street. Without the DNR issue, he doesn't see how the City can handle it differently.

Commissioner Dickmann asked if this item could be carried over one meeting. Mayor Scaffidi asked the applicant if they were willing to hold it over to the next Plan Commission meeting.

Commissioner Dickmann stated that Commissioner Johnston mentioned to him - and he had not realized - that this was the Black Diamond property, which he was very familiar with. He stated that all of his comments were obviously not applicable to this area.

Atty. Sorrentino inquired if the item is held until the next meeting, would there still be time to get on the next Common Council meeting if there is a recommended approval.

Ms. Papelbon responded that this was not possible as it would not be in accordance with the requirements for notice. Ms. Papelbon stated that it would be on the November 17th Council agenda. Mayor Scaffidi advised the applicant that if it went through the Plan Commission, they would be able to bring it back on November 17, 2015.

Atty. Sorrentino advised that it's important that they stay on their schedule for closing, and asked that the Plan Commission take action. Since they have submitted their original application, they have received the survey and the surveyor actually notes right on the survey that it is subject to the deed restriction. If that will help in determining where the deed restriction affects the property, she would be happy to share that if the Commission would consider that. As an alternative, if it's insistent that they do have to pave that section, they are requesting that they have at least 24 months in order to do it, and not be required to do it before they could move in. Mayor Scaffidi stated the Commission has done similar things with the timing of the paving and this might be a compromise the City can agree to.

Commissioner Chandler asked what the interpretation of the actual restriction is. She stated she knew they could not remove the asphalt, but what's the issue that's bringing about the restriction? Ms. Sorrentino responded that the prior use of the property was a company that did soil cleaning, and the ground underneath it was contaminated. The DNR became involved and required 18,000 cubic yards of soil to be removed. The most contaminated soil had been removed, and the rest of it they allowed to stay in place and had specific requirements about how the property could be used and any changes that could occur on the property. Part of the agreement with the prior owner, and she did not think it was the current owner but a couple owners past, is that the DNR agreed to close the file and not force them to remove any more soil so long as a deed restriction was placed on the property that would bind any future owners of the property.

Atty. Sorrentino stated that the deed restriction basically says that prior to any excavating, grading or placing any structure or improvement at the six marked locations, and those are on the right-hand side where it's currently just gravel, the owner of the portion of the property where activity will take place is required to submit a soils management plan consistent with the relevant state statutes and administrative rules for the site for its approval. She continued to read the deed restriction.

Atty. Sorrentino stated that any change to the existing conditions in that area will require the DNR to reopen file, and they were hoping that they would not have to do that.

Mayor Scaffidi inquired as to the size of the restricted area. Mr. Vandenhouten responded that it's probably 2-3 acres. The entire property is nine acres.

Commissioner Chandler inquired about the six areas of concern, and specifically where they are located. Commissioner Correll responded that those six areas are roughly 2-3 acres, or a third of the total.

Commissioner Chandler inquired if a portion could be paved because she thought there were two asphalt areas. Mr. Vandenhouten responded that most of the property is paved with asphalt, and the rest of the property is with crushed asphalt.

Mayor Scaffidi asked whether they can go forward with this proposal without a decision on the unpaved area, pending the local review on the deed restriction. Mr. Vandenhouten responded that really enters into the whole closing deal, so basically they know what their costs are. By postponing a decision, even months down the road, adds to that timeframe.

Mayor Scaffidi stated that they are asking the Commission to make decisions on something the Commission doesn't have all the information on. Commissioner Correll responded that's why the Commission is suggesting giving a sunset time to pave if the ruling is that they could pave it. Commissioner Correll asked if they were looking for 24 months or some period of time. Mr. Vandenhouten responded in the affirmative.

Ms. Papelbon stated that she really couldn't get a feel for where the property boundaries are and where the building is as it's not identified on the exhibit. Ms. Papelbon asked whether there were other exhibits that might give the Commission a better idea of the shape of the property in relation to the work that was conducted.

Commissioner Dickmann inquired as to what it really meant by the comment made that the DNR closed the file on this. Mayor Scaffidi advised that his interpretation is that there can be no disturbing of that area. If the area is disturbed, they have to go back to the DNR. Commissioner Dickmann asked if that would reopen the file. Mayor Scaffidi responded that it would reopen the file.

Ms. Papelbon made a recommendation to proceed, and have the City Attorney review the information and give a recommendation at the Council hearing. Mayor Scaffidi stated that pending Commission approval, the City Attorney would review the deed and that information would be provided to the Council. Ms. Papelbon stated it would be for the final decision.

Ms. Papelbon stated that the Plan Commission would make their recommendation as to approval and any of the conditions that have been recommended. Between now and the hearing, Ms. Papelbon would confer with the City Attorney to get more information to provide to the Council. Since the Council makes the final decision on the request, it would be at the hearing whether or not the Plan Commission's recommendation would be adopted in full, or amended based on the City Attorney's input. Ms. Papelbon stated that is her recommendation for moving forward on the schedule that we have. She stated that if there is information that might sway the Council toward requiring paving, it would be at the hearing that timeframes would be discussed.

Atty. Sorrentino stated that they understood.

Alderman Bukiewicz wanted to comment on the sunset, and stated that he thought it was a decent compromise going forward, but thought it would be nice to have a decision. He stated that he understood the applicant's timeframe and that we need to move forward on this, but it's a big risk not only on the City's part, but on the applicant's part, too. He stated that we should consider what's in the best interest of both parties.

Commissioner Johnston asked whether Commissioner Correll or Commissioner Dickmann had any

recollection of this DNR restriction being an issue when the property was developed for Black Diamond.

Commissioner Dickmann responded that he did not recall.

Commissioner Correll responded that he did not recall.

Commissioner Dickmann recalled the Black Diamond situation, but not these unique situations.

Commissioner Correll stated that he did not think any type of DNR restriction was mentioned.

Commissioner Johnston questioned whether the DNR restriction is still in place given what has happened on the site since 2004, and asked what the DNR regulations would be on it.

Mayor Scaffidi inquired to Ms. Sorrentino if these restrictions are still in place.

Atty. Sorrentino stated yes, they are.

Commissioner Johnston stated that his reading of the deed was that the removal of the soil that triggered review. He stated that the stone could be removed, asphalt pavement could be placed on top of that, and the underlying soil would not be disturbed.

Atty. Sorrentino stated they'd still have to apply to the DNR to remove the existing crushed asphalt.

Commissioner Johnston stated that that asphalt wasn't there in 2004.

Commissioner Correll stated that the Commission is leaning toward requiring paving, depending on the interpretation of the deed.

Ms. Papelbon recommended that the Commission keep the conditions and restrictions as is, with the understanding that additional information from the City Attorney will be provided to the Council at their hearing. At that point, the Council could change the condition to address certain things like timeframes.

Mr. Vandenhouten stated that it was in their best interest to pave as well, but we're mindful of the DNR concerns.

Mayor Scaffidi stated that he thought this compromise would move it forward: we'll get the information we need, you'll have the information you need to decide but it's good to hear that you're saying that you want to have it paved as well.

Ms. Papelbon added that Condition 3D mentions the requirement to pave. Based on information provided by the City Attorney, the Council would determine whether the requirement is valid.

Commissioner Correll moved that the Plan Commission recommends that the Common Council approve a Conditional Use Permit Amendment allowing automobile and truck engine and body repair on a portion of the property at 6925 S. 6th Street after a public hearing. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

ATTEST:



Douglas Seymour, Plan Commission Secretary

11-3-15

Date

City of Oak Creek Common Council Report

Meeting Date: November 17, 2015

Item No.:

6

Recommendation: Approve 2016 City health plan.

Background: Health insurance costs have a significant impact on the City's budget. Conscious of this, the City Administrator and the financial and human resource staff, along with consultants have worked hard at containment efforts regarding City paid health premiums.

Current trend for 2016 health care cost increases are at 6.3-11%. Our consultants originally received a renewal estimate with an increase of approximately 10% but were able to negotiate that number down.

The Common Council has provided policy guidance to the staff regarding health insurance in the form of Budget Guidelines which read, "Stabilize health care costs and eliminate the OPEB liability over time while minimizing exposure to health care risk." In order to stabilize health care costs, an analysis of health care cost trends in the market and the City's claim history is conducted regularly. The City must also continue to maintain compliance with the Federal Affordable Care Act requirements which will cost \$23,536. The renewal on the City's patient advocate program for 2016 is 10%.

In order to account for and mitigate these cost escalation factors, City management has worked hard with our insurance consultant to identify ways to offset expected cost pressures and achieve stable health care costs while minimizing exposure to health care (cost) risk and providing the best quality health insurance to employees. Following are cost containment measures recommended for the City's 2016 Health care plan to achieve financial stability and minimize risk:

1. A third party will conduct a dependent audit in 2016 to verify that all plan participants are eligible for coverage
2. The mail order refill threshold will be raised from 50% to 75% (members will be able to re-fill their prescription when 75% of their last order should have been used)

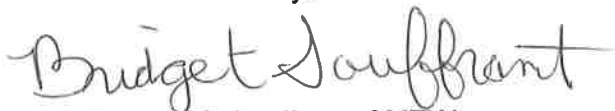
Currently, we believe the most likely plan benefit changes in 2017 and beyond which we would like to consider, include:

1. Narrow network option
2. Spousal surcharge
3. Coinsurance
4. Adjustment of deductibles

Fiscal Impact: Considering medical inflation costs and health plan revisions, it is projected there will continue to be an increase of approximately \$200,000 in the health insurance fund balance in 2016. The growth in fund balance has slowed over the last several years and we

expect it will be necessary to make some more substantial changes to the health plan in 2017 and beyond to continue to meet the Council's cost containment guidance to the staff.

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Dependent Audit Coming Early 2016

The City of Oak Creek is committed to implementing responsible measures to help control benefit plan costs. Our goal is to ensure that coverage is provided for all dependents eligible for the plans and that each of us, as plan participants, do not pay for dependents who are not eligible.

Accordingly, the City has contracted through UMR with Impact Interactive to coordinate a full audit of our benefit plans. Impact Interactive is a recognized leader in dependent eligibility audits for benefit plans and will be providing forms and instructions to all employees with family coverage on these plans. They will ultimately be responsible for collecting employee responses and verifying all legal documents required for the audit.

The dependent eligibility audit requires all employees with dependents(s) on the City's medical, dental, and/or vision plan to complete a two-step dependent verification process.

Information will be mailed to the home address of all employees with family coverage. Please watch your mailbox carefully for this important information.

POTENTIAL Spousal Surcharge Coming in 2017

In 2017, the City of Oak Creek may introduce a medical plan spousal surcharge. If your spouse has medical coverage through his or her employer, he/she will be encouraged to enroll in that coverage. If your spouse wants to stay on the City of Oak Creek's medical plan, you will pay a spousal surcharge each pay period in addition to your medical premium contribution. While this amount hasn't been finalized, the national average is approximately \$100 per month. If your spouse cannot access insurance through an employer, he or she is welcome to remain on the City of Oak Creek's plan at no additional cost.

Your dependent children up to age 26 also may remain on the City of Oak Creek's medical plan without a surcharge.

We are notifying you now so you have ample time to consider your options and, perhaps, move your spouse from the City of Oak Creek's medical plan to his/her employer's medical plan when it renews during 2016. You may choose what's best for your family's needs and budget.

Spousal surcharges are common among Wisconsin employers as a viable means of managing medical costs. In fact, in Southeastern Wisconsin, more than 1 in 3 companies have a provision that limits spousal participation¹. Additionally, studies nationally indicate the use of these programs could increase to 63% of all employers by 2017².

More information about the spousal surcharge will be communicated to all employees throughout 2016.

¹ Source: *HC Trends Greater Milwaukee Annual Employer Health Care Benefits Survey 2014*

² Source: *Towers Watson 2014 Health Care Changes Ahead Survey*

CITY OF OAK CREEK
TPA & Stop Loss Renewal & Alternate Reinsurance Carrier Options
Effective January 1, 2016

TPA	Preliminary Renewal			FIRM Renewal		
	UMR	UMR	UMR	UMR	UMR	UMR
Reinsurance Carrier	Zurich	Zurich	Zurich ¹	HSI ²	QBE ³	Symetra ⁴
Network	Choice Plus	Choice Plus	Choice Plus	Choice Plus	Choice Plus	Choice Plus
Aggregate	125%	125%	125%	125%	125%	125%
Contract Terms	12/18	12/18	12/18	12/18	12/18	12/18
Specific Stop Loss	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Single	83	83	83	83	83	83
Employee + 1	74	74	74	74	74	74
Family	120	120	120	120	120	120
TOTAL (as of 9/2015)	277	277	277	277	277	277
ADMINISTRATION FEES						
Medical Administration	\$39.01	\$39.01	\$39.01	\$39.01	\$39.01	\$39.01
PPO Access Fee	Included	Included	Included	Included	Included	Included
Utilization Review/Disease Management	\$7.05	\$7.05	\$7.05	\$7.05	\$7.05	\$7.05
Government Reporting	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80	\$0.80
HIPAA certificates of creditable coverage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transplant Interface Fee	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
Burkwald Consulting Fee - PEPM	\$15.75	\$23.27	\$23.27	\$23.27	\$23.27	\$23.27
Burkwald Consulting Fee - ANNUAL FEE	\$25,000	N/A	N/A	N/A	N/A	N/A
Non-Preferred Stop Loss Fee - PEPM	N/A	N/A	N/A	\$5	N/A	N/A
ADMIN FEE CREDIT - 2015*	-\$8,631	N/A	N/A	N/A	N/A	N/A
TOTAL ANNUAL ADMINISTRATION	\$225,648	\$234,279	\$234,279	\$250,899	\$234,279	\$234,279
\$ Increase/Decrease	\$8,631	\$7,203	\$7,203	\$8,631	\$8,631	\$8,631
% Increase/Decrease	3.8%	3.2%	3.2%	11.2%	3.8%	3.8%
SPECIFIC STOP LOSS						
Single	\$67.73	\$83.99	\$67.89	\$86.09	\$70.84	\$63.81
Employee + 1	\$122.49	\$152.69	\$122.70	\$160.47	\$132.05	\$118.94
Family	\$183.78	\$229.36	\$184.04	\$243.71	\$200.55	\$180.63
ANNUAL PREMIUM	\$440,873	\$549,520	\$441,594	\$579,185	\$476,609	\$429,281
\$ Increase/Decrease	\$108,646	\$720	\$720	\$138,312	\$35,736	-\$11,593
% Increase/Decrease	25%	0.2%	0.2%	31%	8%	-3%
AGGREGATE PREMIUM - PEPM						
ANNUAL PREMIUM	\$7.05	\$7.23	\$5.53	\$4.08	\$6.83	\$6.54
\$ Increase/Decrease	\$23,434	\$24,033	\$18,382	\$13,562	\$22,703	\$21,739
% Increase/Decrease	\$598	\$598	-\$4,968	-\$9,872	-\$731	-\$1,695
	2.6%	2.6%	-21.3%	-42.1%	-3.1%	-7.2%
TRANSPLANT POLICY						
Single	\$9.51	\$9.51	\$9.51	\$9.51	\$9.51	\$9.51
Family	\$21.87	\$21.87	\$21.87	\$21.87	\$21.87	\$21.87
ANNUAL PREMIUM	\$60,385	\$60,385	\$60,385	\$60,385	\$60,385	\$60,385
TOTAL ANNUAL FIXED COSTS						
TOTAL ANNUAL FIXED COSTS	\$750,341	\$868,217	\$754,640	\$904,032	\$793,976	\$745,684
\$ Increase/Decrease	\$117,876	-\$7,374	-\$7,374	\$153,691	\$43,636	-\$4,657
% Increase/Decrease	15.7%	-1.0%	-1.0%	20.5%	5.8%	-0.6%
AGGREGATE FACTORS						
Single	\$647.97	\$629.73	\$642.18	\$623.82	\$582.37	\$658.12
Employee + 1	\$1,207.81	\$1,173.82	\$1,197.04	\$1,162.81	\$1,664.89	\$1,226.74
Family	\$1,834.39	\$1,782.75	\$1,818.01	\$1,766.04	\$1,664.89	\$1,863.14
ATTACHMENT POINT	\$4,359,435	\$4,236,723	\$4,320,517	\$4,196,998	\$4,455,904	\$4,427,754
\$ Increase/Decrease	-\$122,712	-\$30,520	-\$30,520	-\$162,437	\$96,469	\$68,319
% Increase/Decrease	-2.8%	-0.7%	-0.7%	-3.7%	2.2%	1.6%
MAXIMUM COSTS						
LASER LIABILITY	\$5,109,776	\$5,104,940	\$5,075,157	\$5,101,029	\$5,249,881	\$5,173,438
LASER LIABILITY	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL MAXIMUM COSTS	\$5,109,776	\$5,104,940	\$5,075,157	\$5,101,029	\$5,249,881	\$5,173,438
\$ Increase/Decrease	-\$4,836	-\$37,894	-\$37,894	-\$8,746	\$140,105	\$63,663
% Increase/Decrease	-0.1%	-0.7%	-0.7%	-0.2%	2.7%	1.2%
Annual Cost Per Employee	\$18,447	\$18,429	\$18,322	\$18,415	\$18,953	\$18,677

Note: This is not a legal document. This overview is merely a highlight of the benefits provided under the plans and should not be relied upon to fully determine coverage. Please refer to your Plan Document for a full description of your benefits.

* 2015 Admin Fee Credit included the following fees: Medical Administration, Utilization Review/Disease Management, and Government Reporting.

¹Zurich's rates are FIRM if accepted by November 4, 2015. (includes No New Laser & Limited Rate Increase of 45%)

²HSI's rates are FIRM, pending the review of large claimants.

³QBE's rates are FIRM if accepted by November 6, 2015.

QBE's quote includes a No New Laser provision.

⁴Symetra's rates are FIRM if accepted by November 4, 2015.

City of Oak Creek Common Council Report

Meeting Date: November 17, 2015

Item No.: 7

Background: Mayor Scaffidi is requesting discussion and direction to the Clerk's Office regarding the scheduling of 2016 Common Council meeting dates.

Per Oak Creek Municipal Code Sec. 2.28(b), regular meetings of the Common Council shall be held on the first and third Tuesdays of each calendar month, at the hour of 7:00 p.m., or as otherwise scheduled by the Council.

Mayor Scaffidi is asking the Council for discussion and consideration of the vacation of one of the meetings during the summer of 2016.

Please keep in mind holidays and community events that occur during the months of July and August. Additionally, the month of August will have five Tuesday's in 2016.

July 4 – Holiday occurs on a Monday

August 2 – National Night Out occurs on a Tuesday, moving a potential first Council meeting to Monday, August 1

Fiscal Impact: There is no fiscal impact.

Prepared by:



Christa J. Miller, WCMC
Deputy City Clerk

Respectfully submitted by:



Gerald R. Peterson, ICMA-CM
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

2016

January

Su	Mo	Tu	We	Th	Fr	Sa
					H 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	H 25	26
27	28	29	30	31		

April

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	H 30	31				

June

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	H 24	H 25	26
27	28	29	30			

December

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	H 23	24
25	H 26	27	28	29	H 30	31

RESOLUTION NO. 11663-111715

BY: _____

RESOLUTION DESIGNATING OFFICIAL HOLIDAYS FOR 2016

RESOLVED that the following days are hereby declared to be the official holidays for all employees of the City of Oak Creek during the year of 2016, exclusive of the Police and Fire Departments, to wit:

- 1. **New Year's Day** (Friday, January 1)
- 2. **Friday before Easter** (Friday, March 25)
- 3. **Memorial Day** (Monday, May 30)
- 4. **Independence Day** (Monday, July 4)
- 5. **Labor Day** (Monday, September 5)
- 6. **Thanksgiving Day** (Thursday, November 24)
- 7. **The Day After Thanksgiving** (Friday, November 25)
- 8. **Christmas Eve Day** (Friday, December 23) (the last normal workday before Christmas Eve)
- 9. **Christmas Day** (Monday, December 26) (the first normal workday after Christmas Day)
- 10. **New Year's Eve Day** (Friday, December 30) (the last normal workday before New Year's Eve Day)

NOTE: **New Year's Day** (Monday, January 2, 2016) (the first normal workday after New Year's Day) will be designated as the first holiday date for the year 2017 official holidays.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of November, 2015.

Passed and adopted this 17th day of November, 2015.

President, Common Council

Approved this 17th day of November, 2015.

Mayor

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: November 17, 2015

Item No.: 9

Recommendation: That the Common Council approves payment of the obligations as listed on the November 11, 2015 Invoice GL Distribution Report.

Background: Of note are the following payments:

1. \$59,037.24 to Benistar (pg #2) for retiree Medicare supplements payments.
2. \$5,192.00 to Adair Floors 'N' Mor, Inc (pgs #2-3) for floor replacement at Fire Station #3.
3. \$89,064.40 to Advanced Disposal-Muskego (pg #3) for recycling.
4. \$10,562.00 to Arlington Computer Products (pg #3) for new laptops and computer equipment at City Hall/Library.
5. \$5,133.29 to BT Equipment, LLC. (pg #5) for Street Department's rental fee of Badger Excavator and Wacker.
6. \$16,546.68 to CDW Government, INC. (pg #6) for annual license fee for IT support software.
7. \$39,527.00 to Chamberlin Group, LLC (pg #6) for Owners Representative services.
8. \$85,488.16 Core BTS, Inc. (pg #7) for professional services and fiber optic/ VOIP phone system projects.
9. \$15,000.00 to Dell (pg #9) for Library computer equipment.
10. \$13,481.00 to Door master Garage Door Co., LLC (pg #9) to repair a fire station and street department garage door.
11. \$25,442.14 to Emergency Lighting & Electronics, LLC (pg #9) for Fire Station installation of security equipment.
12. \$11,450.00 to ESRI, INC. (pg #9) for annual license fee for IT Support software.
13. \$17,235.70 to Graef (pg #11) for professional services, grant assistance, and Project#13054, Oak View Business Park.
14. \$34,312.35 to Holtz Motors, INC. (pg #12) for new Police squad car.
15. \$6,712.50 to Johnson's Nursery, INC. (pg #13) for landscaping at new City Hall/Library.
16. \$10,341.65 Kansas City Life Insurance (pg #1-2) for November disability insurance.
17. \$9,584.00 to Locution System, INC. (pg #15) for alarm system for Fire Station.
18. \$17,263.13 to M&M Office Interiors, INC. (pg #16) for furniture at City Hall/Library.
19. \$5,350.00 to Miller-Bradford & Risberg, INC. (pg #17) to replace Street Department's 72' angle broom.
20. \$13,539.75 to Oak Creek Water & Sewer Utility (pg #17) for quarterly water and sewer bill.
21. \$17,640.56 to Ring & Duchateau (pg #20) for commissioning at the City Hall, Library, and Fire Station.
22. \$17,355.14 to Sharp Electronics CO. (pg #21) for monthly copier meter charge and new Library copier.
23. \$38,052.64 to R.A. Smith National (pg #21-22) for professional services relating to 20th Street construction.
24. \$8,674.00 to Traffic Analysis & Design, INC (pg #22) for professional traffic analyzing services.
25. \$26,495.17 to WE Energies (pg #24) for street lighting, electricity and natural gas.
26. \$11,613.32 to WI Department of Revenue (pg #25) 2015 Municipal fee for assessment of manufacturing property.

27. \$62,634.11 to Willkomm Excavating & Grading (pg # 25) for Lakefront Parkway and Pathway, Project #14024.
28. \$15,413.38 to World Fuel Services, Inc. (pg #25) for fuel inventory.

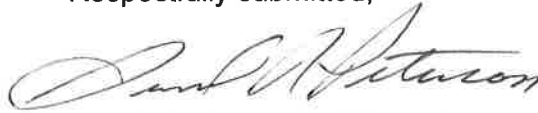
Fiscal Impact: Total claims paid of \$850,806.81

Prepared by/Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,



Gerald R. Peterson, ICMA-CM
City Administrator

City of Oak Creek Common Council Report

Meeting Date: November 17, 2015

Item No.: 10

Recommendation: That the Council authorize the City Administrator to enter into a amended marketing contract with the Journal Broadcast Group for advertising as part of the Packers Radio Network and the Brewers Radio network to promote the City of Oak Creek for the 2016 regular season(s) in an amount not to exceed \$48,060.

Background: Two years ago the City began a partnership with the Journal Broadcast Group to market the City on pre and post-game programming on the Packers Radio Network. As part of the discussion at the Council for this year's renewal there was an inquiry and some discussion of extending our marketing reach beyond the Packers season to reach an audience year round. It was even suggested that staff inquire about opportunities with the Milwaukee Brewers.

The proposal before you this evening extends our partnership with the Journal Broadcast Group to include both the Packers Radio Network and Brewers Radio Network for the 2016 season. The advertising is scheduled to run for all pre and regular season Packers games (20) and all 162 regular season Brewers games. Additional cost would be incurred for any post season games.

More details on the proposal are contained in the attached documents.

As part of this combined marketing effort, there is an opportunity to have a professionally produced 'singing musical image' or jingle prepared for the City's use. While the cost of this production would be \$4000, that cost would be credited to the City (at no cost) as part of the advertising air time it would receive as part of the Packers and Brewers Radio Network spots. In essence, the production of the jingle would be included in the \$48,060 contract amount.

The Community Development Authority considered this proposal at their meeting of November 4th (see attached minutes) and recommended that the contracts for 2016 be approved.


Fiscal Impact: The 2015 Economic Development budget (Fund 31) included \$102,000 for Advertising and Promotions. The (draft) 2016 budget includes \$94,000 for Advertising and Promotions.

This expense would utilize tourism commission funding for 2015 (\$130,364) and 2016 (projected at \$149,592), provided that the messaging promotes tourism. It is important to note that no general fund revenue would be used for this purpose. This additional room tax revenue must be spent on tourism promotion and tourism development.

Prepared by:


Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,


Gerald Peterson, ICMA-CM
City Administrator

Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Minutes of the
Community Development Authority
Wednesday, November 4, 2015

Advertising/Promotions Opportunities for 2016

Doug Seymour stated that when the Common Council renewed the contract with the Packers Radio Network for 2015, there was discussion about how contract could be extended to increase exposure beyond football season.

Krista King, Sports Marketing Account Manager for WTMJ, gave a presentation about how the radio network can further assist the City with their promotion efforts by expanding our radio exposure to include the Brewers Radio Network. Krista talked about how our current advertising focuses on area businesses, but is looking to shift some of the advertising focus on tourism here in Oak Creek, and introduced a combo package which includes both Packers and Brewers advertising to reach sports listeners year-round. Krista noted that Scarborough Research reports that sports fans are more likely to listen to the Brewers or Packers on the radio versus watching a game on TV, as it allows the listener to do other things while still taking in the game. Reach of advertising would be hundreds of thousands of listeners with every game, covering 42 counties in Wisconsin, as well as parts of Michigan, Illinois, and Indiana, with the core of listenership is southeastern Wisconsin.

Current advertising with the Packers Radio Network is one (1) 30-second commercial running at four intervals before, during, and after the game. These commercials are aired at each of twenty broadcasts during Adjacency 1 (which runs approximately two hours prior to kick off), Packers Preview Hour 1 (two-hour pre-game program prior to in-game programming), Packers Playback (20 minute post-game program), and Packers OT (two hour post-game program). The proposed combo package would also include Brewers Sponsorship Announcements, consisting of one (1) 30-second commercial in Adjacency 1 in one-hundred-sixty-two (162) broadcasts. Krista noted that with the Brewer's schedule, many of the Adjacency 1 commercials would fall in the 4:00 pm range, when many listeners would be tuning in during their evening commute. This also includes pre- and post-season games, with a 10% additional premium in the event of World Series or Superbowl games. Because of our existing contract with WTMJ, our renewal rates will be based on previous years' prices, not WTMJ's standard rate card.

Alderman Gehl asked whether the content of the commercials can change. Krista answered that she recommended that the content of the commercial should focus on both business development as well as tourism. Mayor Scaffidi suggested that we could have area businesses participate in the commercials.

Krista discussed creation of a jingle to "brand" the City, then branch out to the retailers and attractions that we have to offer tourists. She also talked about our merchandise budget of

\$910 for Brewers and \$1020 for Packers merchandise and tickets, which can be used to attract business development through entertainment. Krista added that if the City commits to this advertising package, WTMJ would purchase the jingle on our behalf, a \$4000 value which translates to \$4000 worth of airtime. Doug Seymour asked how soon WTMJ would need a commitment on the jingle. Krista noted that the jingle promotion was open to up to ten businesses, and they already have commitments for eight, leaving two open. With that in mind, she recommended responding quickly if we wanted to use a jingle for branding purposes. Doug added that we still have \$130,000 in room tax revenue just from this year that has to be devoted to tourism, so this additional advertising could easily be financed using those funds. The current investment in the Packers Radio Network commercial spots is approximately \$23,000 – including the Brewers Radio Network in that advertising package would increase our total investment to approximately \$48,000.


Jerry Hammernik inquired whether the City would maintain ownership of the jingle. Krista King noted that we would have complete ownership as long as we maintain a business relationship with WTMJ, and that the jingle could be used in any way we want within a 300-mile radius which could branch out to other radio or TV stations, our website, Youtube, etc. Jerry Peterson suggested that the City create a live presence at actual games using an Oak Creek tailgating trailer to attract attention. Krista added that this could be done in tandem with live broadcast vehicles, perhaps using a temporary Oak Creek logo on the vehicle to increase visual exposure. She was unsure of what the cost would be, but would follow up with that information. Doug Seymour noted that the Common Council has always had the concern of return on investment, and felt that extending our reach to year-round sports advertising would be a significant value to the City. The financing of this advertising would come from the 8% hotel room tax, of which the City is required to spend a portion on the promotion of tourism. The alternative use of the funds, encouraged by the State, is to turn those funds over to a regional tourism marketing agency, which would not ensure that we would receive the desired brand recognition for the City of Oak Creek. Doug added that DTS also has a marketing budget, and noted the potential to partner with them to support this marketing campaign.

Jerry Peterson also raised the idea of possibly broadcasting games on a large projection outdoor TV in the square as a means of drawing citizens to the area. Justin Arndt suggested that to further promote this type of event, the City could engage interest from area restaurants to hand out food samples during games at a portable food trailer, which would serve as a promotional tool for the restaurants as well.

Alderman Gehl expressed that he was ambivalent about the use of a jingle in our radio commercials, but Jerry Peterson and Doug Seymour felt that using a jingle would go a long way to establishing familiarity with our brand. Alderman Kurkowski expressed concern that the two remaining free jingle spots would be taken if we wait until the next Common Council meeting for approval of the expanded contract with WTMJ. Doug asserted the reasonable assumption that the City would continue our partnership with Packers Radio for next year, which would be enough to secure the jingle spot until we can obtain Council approval for the

expanded contract to include Brewers Radio as well. Doug requested a motion from the CDA to recommend to the Common Council that the City proceed with the expanded contract with Packers and Brewers Radio Network in an amount not to exceed \$48,060.00. Alderman Kurkowski motions to concur with Doug's recommendation to the Council. Jerry Hammernik second. All voted aye, motion carries.

ATTEST:



Douglas Seymour, Community Development Authority

11-12-15

Date

DRAFT



PACKERS RADIO NETWORK

2016 Letter of Agreement For:



OAKCREEK

— WISCONSIN —

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

SPONSORSHIP ANNOUNCEMENTS:

One (1) 30-second commercial in Adjacency 1 on 620 WTMJ in twenty (20) broadcasts. This is a fixed position approximately two (2) hours prior to kick off at the top of the hour.

One (1) 30-second commercial in Packers Preview Hour 1 on 620 WTMJ in twenty (20) broadcasts. **Packers Preview** is a two-hour pre-game program prior to in-game programming. Sponsor name identification in Packers Preview on 620 WTMJ each game.

One (1) 30-second commercial in Packers Playback on 620WTMJ twenty (20) broadcasts. Packers Playback is a twenty minute post-game program immediately following in-game programming. Sponsor name identification in Packers Playback on 620 WTMJ each game.

One (1) 30-second commercial in Packers OT on 620 WTMJ in twenty (20) broadcasts. Packers OT is a two hour post-game program immediately following Packers Playback. Sponsor name identification in Packers OT on 620 WTMJ each game.



PACKERS RADIO NETWORK



OAKCREEK
— WISCONSIN —

LETTER OF AGREEMENT

MERCHANDISING ELEMENT DETAIL:

- ◆ A cash merchandising allowance of **\$1,020** has been allocated to Sponsor.
- ◆ Merchandising allowance will not be carried forward from season to season and must be used by 01/31/17.
- ◆ The cash merchandising allowance has been factored into the final marketing program total investment.
- ◆ The cash merchandising allowance may not be used to offset the sponsorship investment.
- ◆ Additional expense in excess of the specified cash merchandising budget above will be passed through at cost to the Sponsor.

SPONSORSHIP INVESTMENT:

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

2016

\$25,380.00 Net



PACKERS RADIO NETWORK



**LETTER OF AGREEMENT
OTHER ELEMENTS:**

- Network affiliate clearances are subject to pre-emption due to local sports conflicts. In the Milwaukee area, games on 620 WTMJ, in conflict with other sports broadcasts, may be placed on other broadcast facilities.
- **Sponsor** will automatically be scheduled and billed in all additional post-season game broadcasts at the same level of participation and rate as regular season games. Super Bowl broadcast will have a ten percent (10%) premium added to rate schedule. Due to contractual agreements between the NFL and their media partner(s), the Packers Radio Network broadcast of the NFC Championship Game broadcast and Super Bowl will air exclusively on WTMJ In Milwaukee and the Packers Radio Network affiliate(s) in Green Bay. Merchandise for any playoff games is at the sole discursion of JRN.
- **Sponsor** will receive the terms for the right of first renewal option for the following season. Sponsor must notify WTMJ of acceptance by April 1, 2017 or thirty (30) days after receipt of written proposal, whichever comes first.
- Because of the specialized and custom nature of sports marketing programs, all Sports Marketing agreements are non-cancelable.
- Certain broadcast and merchandising elements included in this marketing program may involve restrictions on usage and may not be used by Sponsor or transferred to a third party without prior written approval of WTMJ and the Packers. Certain elements, including but not limited to Packers name and logo, may be prohibited from transference to a third party. Use by any party without the express authorization of Journal Broadcast Group, Inc., d/b/a WTMJ-AM, a Wisconsin corporation with offices at 720 East Capitol Drive, Milwaukee, WI 53212 is prohibited and could result in legal action.
- If, during the course of this agreement, there is a strike, lockout, work stoppage or other unknown labor-related condition that interrupts regular season game play WTMJ will negotiate in good faith with Sponsor to find a resolution that is mutually agreeable to both parties to preserve the Sponsors equity position within the broadcast.
- This agreement is valid during the length of time that the Journal Broadcast Group, Inc., d/b/a WTMJ-AM, a Wisconsin corporation with offices at 720 East Capitol Drive, Milwaukee, WI 53212 retains the radio broadcast rights to the Packers television broadcasts. In the event that the Journal Broadcast Group, Inc., d/b/a WTMJ-AM, a Wisconsin corporation with offices at 720 East Capitol Drive, Milwaukee, WI 53212 is no longer the broadcast rights holder and primary seller of the commercial inventory, this agreement is null and void.
- Neither this agreement, nor the rights or obligations of any party hereunder, may be assigned without the prior written consent of the other party.

Accepted For: Journal Broadcast Group, Inc.
 Accepted By: _____
 Typed Name: Thomas Sheridan
 Title: Director of Sales
 Date: _____

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



BREWERS RADIO NETWORK

2016 Letter of Agreement For:



OAKCREEK
— WISCONSIN —

Journal Broadcast Group, Inc. warrants and represents that it has acquired the rights to create and originate game broadcasts and establish and operate the Brewers Radio Network ("Network") from the Milwaukee Brewers Baseball Club, LLP. This letter of agreement will summarize the elements of the sponsorship between WTMJ and the City of Oak Creek (hereafter "Sponsor") during a minimum of one hundred and seventy eight (178) game broadcasts and the rights to sponsor all additional pre and post-season broadcasts.

SPONSORSHIP DETAIL:

- ◆ One (1) 30-second commercial in Adjacency 1 which runs just prior to the start of our pre-game programming on 620 WTMJ in one-hundred-sixty-two (162) broadcasts.

MERCHANDISING DETAIL:

- ◆ A cash merchandising allowance of **\$910** has been allocated to Sponsor to be used for game tickets or suites.
- ◆ Merchandising allowance will not be carried forward from season to season and must be used by 10/31/16.
- ◆ The cash merchandising allowance has been factored into the final marketing program total investment.
- ◆ The cash merchandising allowance may not be used to offset the sponsorship investment.
- ◆ Additional expense in excess of the specified cash merchandising budget above will be passed through at cost to the Sponsor.

SPONSORSHIP INVESTMENT:

- **SPONSOR** shall remit the following payment to WTMJ for this marketing program net 30 days after receipt of itemized station invoice. The total shall be based on a Standard Broadcast Calendar (SBC) and shall commence with the first month containing a scheduled game broadcast.

2016 Season: \$22,680.00 (Net)



BREWERS RADIO NETWORK



OTHER ELEMENTS:

- Because of the specialized and customized nature of sports marketing programs all agreements are non-cancelable.
- Certain broadcast and merchandising elements included in this marketing program may involve restrictions on usage and may not be transferred to a third party without prior written approval of WTMJSM. Usage of the Milwaukee Brewers name and logo may be prohibited and cannot be used without the written permission of the team. WTMJSM promotional concepts are copyrighted, proprietary and confidential. Use by any party without the express authorization of the Journal Broadcast Group, Inc. is prohibited.
- Sponsor will have the right of first refusal on or before November 1, 2016 to extend this agreement upon mutually agreed upon terms.
- WTMJ reserves the right to conflict game broadcasts to another radio station in Milwaukee when in conflict with other sports play-by-play broadcasts.
- Network affiliate broadcast clearance is subject to pre-emption due to local sports conflicts.
- Additional pre or post-season broadcasts will automatically be scheduled and billed at the same commercial level and rate as regular season broadcasts.
- A premium of ten-percent (10%) will be added to the rate for World Series game broadcasts.
- Due to a contractual agreement between Major League Baseball (MLB) and ESPN the World Series game broadcasts will only be cleared on WTMJ-AM. We are also contractually obligated to utilize the ESPN game format during the World Series and therefore have a finite amount of available commercial inventory for our sponsors. Merchandise for any playoff games is at the sole discretion of WTMJ.
- WTMJ will make a good faith effort to position Sponsor commercials away from sponsors in competitive trade categories.
- WTMJ is responsible for operational errors on WTMJ-AM but not responsible for operational errors on network affiliate station
- All game broadcasts and their elements are copyrighted by Major League Baseball (MLB) and the Milwaukee Brewers Baseball Club, LLP.
- In the event that either Sponsor or WTMJ fails to perform its obligations under this Agreement and the failure continues for more than fifteen (15) days after receipt of written notice from the party or parties affected by the failure, then the party or parties affected by the failure shall have the right to suspend performance of their respective obligations under this agreement and pursue any other remedies available at law or in equity.
- WTMJ, Sponsor and the Milwaukee Brewers Baseball Club shall indemnify, defend and hold harmless each other from any claims, demands, actions, liability, damages costs and expenses (including reasonable attorney's fees) which may in any manner arise from, or as a consequence of, any act or omission in connection with the performance of their respective obligations under this Agreement.
- This agreement shall be interpreted according to Wisconsin law. Sponsor agrees to submit to the jurisdiction of the Milwaukee County Circuit Court for the adjudication of disputes.
- In the event of an interruption of a game broadcast due to circumstances beyond the control of WTMJ; WTMJ shall provide Sponsor with future make-goods at a mutually agreeable time.
- If, during the course of this agreement, there is a strike, lockout, work stoppage or other unknown labor-related condition that interrupts regular season game play the WTMJ will negotiate in good faith with Sponsor to find a resolution that is mutually agreeable to both parties to preserve the Sponsors equity position within the broadcast.
- This sponsorship agreement is valid as long as WTMJ retains the radio broadcast rights for Milwaukee Brewers Baseball Club radio broadcasts.
- Executed in Milwaukee, Wisconsin on the date noted below by:

Journal Broadcast Group, Inc.

City of Oak Creek

Name: _____
Thomas Sheridan

Title: _____
Director of Sales

Date: _____



Agreement

Journal Broadcast Group agrees to furnish City of Oak Creek a: 60-second singing musical image to be prepared by **Coast to Coast Productions Ltd.** At it's studios for business promotion. The production will embody a concept specifically designed for City of Oak Creek to be used for local broadcast only. City of Oak Creek will have all rights reserved for use of your production within a 300 mile radius of **Milwaukee, WI.**

Upon execution of this agreement, Journal Broadcast Group will authorize **Coast to Coast Productions Ltd.** to proceed with the creation and production of the musical image. Additionally, City of Oak Creek agrees to spend \$45,000 over their current investment as a goal, not a commitment in radio air time with Journal Broadcast Group, which must be used within 52 weeks of the date of this agreement to receive your bonus airtime.

A retainer of \$2000 will bind this agreement and begin the creative process. An additional \$2000.00 will be due upon your receipt of the singing musical image. The total of \$4000.00 must be paid in full before the production can be aired. Journal Broadcast Group will credit the \$4000.00 back to City of Oak Creek when the advertising time in paragraph two has been used and paid for.

Coast to Coast Productions Ltd. will provide, under typical circumstances, a minimum of four (4) edits at no additional charge. These edits will include but not be limited to:

Approximately 30 second sing, 20 second music bed, 10 second tag sing.

Approximately 50 second music bed, 10 second tag sing.

Approximately 30 second sing. (Typically a TV edit, if necessary)

Approximately 20 second music bed, 10 second tag sing. (Radio/TV edit)

Coast to Coast Productions Ltd. makes it a practice of interacting with you in approving your production every step of the way. Your verbal guidelines will be followed with your approval of lyric and music style. If, however, the guidelines are changed after actual production has begun, additional charges may be billed to you for re-arranging, re-writing or re-recording. Example: Once you have approved the lyric and slogan and you know we are going into the studio for vocals. If you change your mind about the lyric, let us know before we sing them. That's it...not much fine print. Enjoy the creative process.

AGREED AND ACCEPTED BY: _____ DATE: _____
(City of Oak Creek NAME)

SUBMITTED BY: _____ DATE: _____
(RADIO STATION A.E.)

AUTHORIZED BY: _____ DATE: _____
(RADIO STATION MANAGEMENT)



11-13

**MINUTES
LICENSE COMMITTEE
Tuesday, November 10, 2015 at 8:15 A.M.**

This meeting was called to order at 8:17 a.m.

Present were: Ald. Kurkowski and Ald. Gehl. Ald. Verhalen was excused. 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 Yesica Alvarez, 710A W. Grange Ave., Milwaukee (All in the Family). Ms. Alvarez was not in attendance.

On her application, Ms. Woodson disclosed no prior convictions.

The police record check showed a 2003 OWI conviction from Milwaukee County.

Ald. Gehl, seconded by Ald. Kurkowski, moved to grant an Operator license to Yesica Alvarez, 710A W. Grange Ave., Milwaukee (All in the Family). On roll call, all voted aye.

2. The Committee reviewed an application for Operator license submitted by Renee Brzezinski, 2862A S. 57th St., Milwaukee (Kwik Trip – 10th Street). Ms. Brzezinski was not in attendance.

On her application, Ms. Brzezinski disclosed no prior convictions.

The police record check showed a 1986 Public Assistance Violations-Felony conviction from the Milwaukee County Sheriff's office and a 2005 Retail Theft-Ordinance Violation from West Allis Police Department.

Ald. Gehl, seconded by Ald. Kurkowski, moved to grant an Operator license to Renee Brzezinski, 2862A S. 57th St., Milwaukee (Kwik Trip – 10th Street). On roll call, all voted aye.

3. The Committee reviewed an application for Operator license submitted by Rick Cmelak, 6234 W. Whitaker Ave., Greenfield (Water Street Brewery). Mr. Cmelak was in attendance.

On his application, Ms. Cmelak disclosed no prior convictions.

The police record check showed a 2004 Underage Drinking conviction from Greenfield Police Department and a 2009 OWI Conviction from Greenfield Police Department.

Mr. Cmelak advised that at his place of employment, they are not allowed to drink on shift. He further indicates that since these convictions has turned his life around and no longer drinks.

Ald. Gehl, seconded by Ald. Kurkowski, moved to grant an Operator license to Rick Cmelak, 6234 W. Whitaker Ave., Greenfield (Water Street Brewery). On roll call, all voted aye.

4. The Committee reviewed an application for Operator license submitted by Samantha Kwapick, 5911 W. Allwood Dr., Franklin (The Cellar). Ms. Kwapick was not in attendance.

On her application, Ms. Kwapick indicated that she had been convicted of driving with a suspended license in Franklin.

The police record check showed a 2012 conviction for underage alcohol by the Franklin Police Department.

Ald. Gehl, seconded by Ald. Kurkowski, moved to hold action on the application for an Operator license submitted by Samantha Kwapick, 5911 W. Allwood Dr., Franklin to provide Ms. Kwapick another opportunity to appear before the Committee to discuss her underage alcohol conviction. On roll call, all voted aye.

5. The Committee reviewed the proposed amended Operator license application and directed staff to update Municipal Code Section information, expand offense wording for conviction questions, delete the question regarding whether or not the applicant held a bartender license in any other municipality, update the "Important Notice to All Operator Applicants" section to include specific State Statute regarding felony convictions.

The Committee directed Staff to bring the form back for one more review once amendments have been made.

Ald. Gehl, seconded by Ald. Kurkowski, moved adjourn the meeting at 8:43 a.m. On roll call, all voted aye.