



COMMON COUNCIL MEETING AGENDA

TUESDAY, FEBRUARY 7, 2017
AT 7:00 P.M.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 1/17/17

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. **Special Assessment:** Consider the City's intention to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek to levy special assessments upon abutting property for benefits conferred upon such property fronting on 3280 and 3310 E. Kender Lane (4th District).
5. **Resolution:** Consider Resolution No. 11786-020717, Final Resolution authorizing Public Improvements and Levying Special Assessments against Benefitted Property (Kender Lane CSM – Project No. 05061) (4th District).
6. **Conditional Use:** Consider a request by WE Energies and WisPark, LLC, for a Conditional Use Permit allowing a WE Energies electrical substation and communication pole on a portion of the property at 10861 S. Howell Ave. (5th District).
7. **Ordinance:** Consider Ordinance No. 2839, approving a Conditional Use Permit for a WE Energies electrical substation with communications pole located on a portion of the property at 10861 S. Howell Ave. (5th District).

Recognition

8. **Introduction:** Kristin Kowaleski, Destination Marketing Specialist.
9. **Council Proclamation:** Consider Council Proclamation No. 17-01, Congratulations to Eder Flag, South Suburban Chamber of Commerce, 2016 Business of the Year Award Finalist (by Committee of the Whole).
10. **Council Proclamation:** Consider Council Proclamation No. 17-02, Congratulations to Trattoria di Carlo, South Suburban Chamber of Commerce 2016 Pride in Premises Award Winner (by Committee of the Whole).

11. **Council Proclamation:** Consider Council Proclamation No. 17-03, Congratulations to Kronos, Inc., South Suburban Chamber of Commerce 2016 Business of the Year Award Winner (by Committee of the Whole).
12. **Council Proclamation:** Consider Council Proclamation No. 17-04, Congratulations to Tri City National Bank, South Suburban Chamber of Commerce 2016 Business of the Year Award Finalist (by Committee of the Whole).

New Business

MAYOR & COMMON COUNCIL

13. **Informational:** Summarized Treasurer's Report on investing and banking accounts for the month ending December 31, 2016.
14. **Ordinance:** Consider Ordinance No. 2841, amending Section 5 of Ordinance No. 2818, fixing the salary ranges and allowances for non-union, general, management personnel, and other City offices and positions for the year 2016 (by Committee of the Whole).
15. **Resolution:** Consider Resolution No. 11790-020717, establishing the date and time of the 2017 Board of Review (by Committee of the Whole).
16. **Ordinance:** Consider Ordinance No. 2840, repealing Ordinance No. 2784, establishing a Board of Absentee Canvassers (by Committee of the Whole).
17. **Motion:** Consider a motion to approve the 2016 Vendor Summary Report in the amount of \$294,650.18 and 2017 Vendor Summary Report in the amount of \$1,135,990.26 for a combined total of \$1,430,640.44 (by Committee of the Whole).

HEALTH

18. **Motion:** Consider a motion to approve the Contract and Addendum to Administer the Tattoo and Body Piercing Licensing and Inspection Program as an agent for the Department of Safety and Professional Services (DSPS) (by Committee of the Whole).
19. **Motion:** Consider a motion to approve the Interim Health Officer, Jacqueline Ove, and the Deputy Health Officer, Anne Barbarena, to complete an application for the Emerging Leaders in Public Health (ELPH) program from the Kresge Foundation (by Committee of the Whole).

COMMUNITY DEVELOPMENT

20. **Resolution:** Consider Resolution No. 11788-020717, redesignating the roadway through Lake Vista Park and the portion of East Ryan Road east of South 5th Avenue to Lake Vista Parkway and Lake Vista Boulevard (4th District).
21. **Resolution:** Consider Resolution No. 11791-020717, approving the second amendment to the Carrollville Crossings Subdivision Development Agreement for the design and installation of public improvements at 8781 S. 5th Avenue for Carrollville Crossings Addition No. 1 (Tax Key 865-0114-000) (Project Nos. 16053 and 16054) (4th District).

22. **Resolution:** Consider Resolution No. 11794-020717, authorizing the Mayor and City Clerk to enter into a contract with Vandewalle & Associates for the preparation of the project plans for an amendment to Tax Incremental District No. 6 and the creation of Tax Incremental District No. 13 in an amount not to exceed \$20,000 (4th & 6th Districts).

ENGINEERING

23. **Resolution:** Consider Resolution No. 11789-020717, accepting the workmanship and authorizing final payment to Payne & Dolan, Inc. This project involved the installation of roadway improvements in various locations city-wide (Project No. 13024) (Various Districts).
24. **Resolution:** Consider Resolution No. 11792-020717, approving a Storm Water Management Practices Maintenance Agreement for the Aurora Medical Group, Inc. for their development at 200 E. Ryan Road (Tax Key No. 874-9994-001) (3rd District).

LICENSE COMMITTEE

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

25. **Motion:** Consider a motion to grant an Operator's license to the following (*favorable background report received*):
- Zeanie M. Henderson, 4479 N. 66th St., Milwaukee (Meijer)
 - Jeffrey A. Adkins, 112 W. Honeysuckle Dr., Round Lake Beach, IL (Meijer)
 - Amy Jo K. Bohn, 2533 E. Henry Ave., Cudahy (Kwik Trip)
 - Ryan R. Giesen, 4131 E. Barton Rd., Oak Creek (Kwik Trip)
 - Alexandria T. Fredrick, 410 W. Hampton Ave., Milwaukee (Kwik Trip)
 - Barbara A. Congdon, 1724 E. Racine Ave., Waukesha (Vivere Restaurant)
 - Jessica K. Wilinski, 2824 W. Franklin Ter., Franklin (Water Street Brewery)
 - Morgan E. Megow, 1649 S. 82nd St., West Allis (Applebee's)
 - Jessica M. Hynes, 7507 S. 13th St., Oak Creek (Bel Air Cantina)
 - Gabrielle C. Sculley, 3302 S. Griffin Ave., Milwaukee (Bel Air Cantina)
 - Nancy L. Baker, 2652 Iris Ct., Racine (Aldi)
26. **Motion:** Consider a motion to grant a Class B Beer license to Aaron P. Brown, Agent, Oak Pro III, LLC dba Candlewood Suites, 6440 S. 13th St., with issuance subject to payment of their 2016 personal property taxes.
27. **Motion:** Consider a motion to grant a Transient Merchant license to The Window Store Home Improvements, 2706 S. 163rd St., New Berlin, WI, and to the following salespersons:
- Keith A. Harvey, 4113 County Rd. G, Caledonia
 - Justin L. Mich, 10500 W. Fountain Ave., Milwaukee
 - Greg R. Miller, 10500 W. Fountain Ave., Milwaukee
 - Zachary A. Drew, 3301 N. 88th St., Milwaukee

MISCELLANEOUS

28. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes to discuss the following:
- a. Section 19.85(1)(e) to discuss the terms of a Finance Development Agreement with Emerald Row II LLC and Emerald Row Holdings Inc. for TIF loan and grant assistance for Phase II of the Emerald Row development.
 - b. Section 19.85(1)(g) to consider the Notice of Claim of David and Paula Diamond regarding damage to their home at 8638 S. Shepard Avenue, sustained on December 18, 2015.
29. **Motion:** Consider a motion to reconvene into Open Session.
30. **Motion:** Consider a motion to take action, if required.
31. **Resolution:** Consider Resolution No. 11793-020717, approving the Finance Development Agreement with Emerald Row II LLC and Emerald Row Holdings Inc. for TIF loan and grant assistance for Phase II of the Emerald Row development (2nd District).
32. **Resolution:** Consider Resolution No. 11795-020717, authorizing the submittal of a Wisconsin Economic Development Corporation Site Assessment Grant application for the property commonly known as The Bioversal Property and the subsequent appropriation of funds for a site assessment grant pursuant to the Memorandum of Understanding between the City of Oak Creek and HSA Commercial Real Estate and/or assigns (1st District).
33. **Resolution:** Consider Resolution No. 11796-02017, approving a Memorandum of Understanding between the City of Oak Creek and HSA Commercial Real Estate and/or assigns (1st District).

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 766-7000, by fax at 766-7976, 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

Publish 1/19/17

CITY OF OAK CREEK

**NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS
FOR FINAL LIFT OF ASPHALT AND COMPLETION OF PAVEMENT**

**IN ACCORDANCE WITH RESOLUTION NOS. 11382-071613 AND 11409-100113
KENDER LANE CSM
(PROJECT NO. 05061)**

PLEASE TAKE NOTICE that the Common Council of the City of Oak Creek has declared its intention to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek to levy special assessments upon abutting property for benefits conferred upon such property in the following location:

PROJECT NO. 05061 FINAL LIFT OF ASPHALT AND COMPLETION OF PAVEMENT.

Parcels 1, 2 and 3 and Outlot 1 of CSM #6464, being that part of the Southwest ¼ of Section 23, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin. Containing 2.7760 acres.

The report of the City Engineer showing preliminary proposed plans, estimated cost of improvements and proposed assessments are on file in the office of the City Engineer and may be inspected there Monday through Friday between the hours of 7:30 a.m. and 4:00 p.m.

You are further notified that the Common Council will hear all persons interested or their agents or attorneys concerning matters contained in the proposed assessments on Tuesday, February 7, 2017 at 7:00 p.m. in the City Hall Council Chambers. All particulars presented will be finally determined.

By order of the Common Council.

Dated this 12th day of January, 2017

/s/ Catherine A. Roeske
City Clerk

City of Oak Creek Common Council Report

Meeting Date: February 7, 2017

Item No.: 5

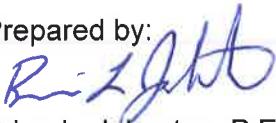
Recommendation: That the Common Council adopts Resolution No. 11786-020717, accepting the Final Assessment and Hearings for completion of the cul-de-sac for Kender Lane CSM and levying special assessments. (Project No. 05061) (4th Aldermanic District)

Background: Anthony S. Sanfelippo signed a Development Agreement on February 2, 2006 (Kender Lane Certified Survey Map, Project No. 05061) and the project was approved by the Common Council per Resolution No. 10595-020706. As part of the agreement, the Developer signed the Waiver of Special Assessment Notices and Hearings. The public improvements were installed, with the exception of the final lift of asphalt, and the final plat was recorded on March 6, 2007. The City does not hold an escrow for the project. The completion of the work cost \$30,422.89.

The assessments are in accordance with Resolution Nos. 11382-071613 and 11409-100113. The assessments will be levied against the properties that were part of the development agreement. The work was completed with the 2015 Road Improvement project under Project No. 14019.

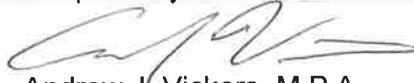
Fiscal Impact: Payment for the road work will come from reimbursement from special assessments levied against the properties that were part of the development agreement.

Prepared by:



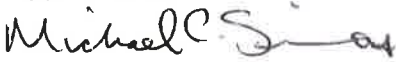
Brian L. Johnston, P.E.
Assistant City Engineer

Respectfully submitted:



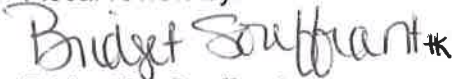
Andrew J. Vickers, M.P.A.
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant
Finance Director/Comptroller

RESOLUTION NO. 11786-020717

BY: _____

**FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENTS AND
LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITTED PROPERTY
(KENDER LANE CSM – PROJECT NO. 05061)
(4th ALDERMANIC DISTRICT)**

WHEREAS, on July 16, 2013 the Common Council adopted Resolution No. 11382-071613, a Preliminary Resolution Declaring Intent to Exercise Special Assessment Authority Under Section 3.200 of the Municipal Code of the City of Oak Creek for completion of Kender Lane Certified Survey Map ("Resolution 11382"); and

WHEREAS, Resolution 11382 provided that it was the Common Council's intent to levy special assessments against all property fronting on 3280 and 3310 E. Kender Lane, City of Oak Creek, Wisconsin, for benefits conferred upon such property by the public improvements including the installation and construction of the final lift of asphalt and completion of pavement; and

WHEREAS, Resolution 11382 provided that said public improvements include the installation of the final lift of asphalt, asphalt base patching, curb and gutter replacement, catch basin adjustment, manhole and valve box repair and adjustment; and

WHEREAS, Resolution 11382 provided that the total amount assessed against such district was not to exceed the portion of the total cost of the improvements to be paid by the City of Oak Creek; the Common Council determined that such improvements shall be made under the police power; and each of the abutting property owners were to be assessed for the improvements in the manner set forth in Section 3.200 of the Municipal Code of the City of Oak Creek; and

WHEREAS, on October 1, 2013 the Common Council adopted Resolution No. 11409-100113, a Resolution Accepting Waivers of Special Assessment Notices and Hearings for Completion of Kender Lane CSM and Levying Special Assessments Against Developer Owned Property ("Resolution 11409"); and

WHEREAS, Resolution 11409 provided that the Developer proposed to develop the following described lands situated in the City of Oak Creek, County of Milwaukee and State of Wisconsin, to wit:

Parcels 1, 2 and 3 and Outlot 1 of CSM #6464, being that part of the Southwest ¼ of Section 23, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin. Containing 2.7760 acres.

and;

WHEREAS, Resolution 11409 accepted waivers of special assessment notices and hearings for current developer owned property fronting on: E. Kender Lane, City of Oak Creek, Wisconsin; and

WHEREAS, the City constructed said public improvements per the plans and specifications for the 2015 Road Improvement project (Project No. 14019), and the owners abutting said improvements benefit from construction of same; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk his report including preliminary plans and specifications and his final report including the cost of the improvements and assessments; and

WHEREAS, the Common Council of the City of Oak Creek, Wisconsin, held a public hearing at the City Hall Council Chambers at 7:00 pm. on February 7, 2017 for the purpose of hearing all interested persons concerning preliminary Resolution No. 11382-071613 and Resolution No. 11409-100113, the report of the City Engineer on the public improvements consisting of the final lift of asphalt and completion of pavement, and on benefits conferred upon property in the following location:

PROJECT NO. 05061 FINAL LIFT OF ASPHALT AND COMPLETION OF PAVEMENT.

3280 E. Kender Lane, Oak Creek, Wisconsin (Tax Key No. 870-9049)

3273 E. Kender Lane, Oak Creek, Wisconsin (Tax Key No. 870-9039)

3295 E. Kender Lane, Oak Creek, Wisconsin (Tax Key No. 870-9040)

and has heard all persons desiring audience at such hearing and has considered the City Engineer's report.

WHEREAS, the City constructed said public improvements per the plans and specifications for the 2015 Road Improvement project (Project No. 14019), and the owners abutting said improvements benefit from construction of same; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk his report including preliminary plans and specifications and his final report including the cost of the improvements and assessments; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek, Wisconsin, as follows:

1. The report of the City Engineer, including the plans and specifications for the above-described public improvements, and assessments set forth therein, is hereby adopted and approved.
2. The Waiver of Special Assessment Hearings and Notices from the Developer be, and are hereby accepted, such waivers covering the lands identified by Tax Key No. 870-9049.
3. The City Engineer advertised for bids and supervised construction and completion of the aforementioned public improvements per the plans and specifications for the 2015 Road Improvement project (Project No. 14019).
4. Payment for the said public improvements shall be made by assessing the cost of said improvements to the property benefitted as indicated in said report.
5. Assessments shown on said report represent an exercise of the police power and benefit the property being assessed.

6. Each abutting property owner as stated above and as indicated in said report shall be assessed for said public improvements in the manner set forth in Section 3.200 of the Municipal Code of the City of Oak Creek.
7. The Schedule of Assessments shown on said report is true and correct, has been determined on a reasonable basis, and is hereby confirmed.
8. The assessments may be paid within 30 days, or 5 years, or 10 years of the date of the levy in equal annual installments on the property tax bill in accordance with Section 3.210 of the Municipal Code of the City of Oak Creek in 5 or 10 annual installments; and, if paid in installments, the same shall bear interest at the rate of four percent (4%) percent per annum on the unpaid balance.

For those properties which are vacant or have one residential dwelling unit, that are two and one-half (2 ½) acres or more in area, or have three hundred thirty (330) feet or more of assessed frontage, payment shall be made within twenty (20) years of the date of the levy in equal annual installments on the property tax bill with interest at the rate of four percent (4%) percent per annum on the unpaid balance.

9. The City Clerk shall publish this resolution as a class 1 notice under ch. 985, Wis. Stats. in the assessment district.
10. The City Clerk shall mail a copy of this resolution and a statement of the final assessment against the benefitted property to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February, 2017.

President, Common Council

Passed and adopted this _____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

TO BE PUBLISHED JANUARY 19 & 26, 2017

6

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a request by WE Energies and Wispark, LLC, for a Conditional Use Permit allowing a WE Energies electrical substation and communication pole on a portion of the property at 10861 S. Howell Ave.

Hearing Date: February 7, 2017
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th St.
Oak Creek, WI 53154
Common Council Chambers

Applicant: Arlene Buttke, WE Energies, and Jerry Franke, Wispark, LLC
Property Owner: Wispark, LLC
Property Location: 10861 S. Howell Ave.
Tax Key(s): 955-1014-000

Legal Description:

Part of Lot 4 of Certified Survey Map No. 8608 located in the Southeast ¼ and Southwest ¼ of the Southeast ¼ of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin. (To be Lot 2 of a forthcoming Certified Survey Map, being a redivision of Lot 4 of Certified Survey Map No. 8608).

The Common Council has scheduled other public hearings for February 7, 2017 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) 766-7000, during regular business hours.

Date of Notice: January 12, 2017
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 766-7000, 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: February 7, 2017

Item No.: 7

Recommendation: That the Common Council adopts Ordinance No. 2839 approving a Conditional Use Permit for a WE Energies electrical substation with communications pole located on a portion of the property at 10861 S. Howell Ave.

Background: At the December 13, 2016 meeting, the Plan Commission recommended Common Council approval of a Conditional Use Permit for a WE Energies electrical substation on a portion of the property located at 10861 S. Howell Ave. This property, currently owned by Wispark, is part of the OakView Business Park. A CSM dividing a lot for the electrical substation will be reviewed at the Plan Commission meeting on February 14, 2017.

Utility substations are Conditional Uses in the M-1, Manufacturing district. The Planned Land Use Map in the Comprehensive Plan has identified this property, as well as the properties to the north, as Planned Industrial.

Utility substations are required to be sited a minimum of 50 feet to property lines. No employees are anticipated to be staffed at the substation; therefore, dedicated parking areas are not required. It is anticipated at this time that one Power Distribution Center, a prefabricated metal building, with surrounding fencing will be constructed in conjunction with the (transmission line) structures and equipment. A 50-foot-tall communications pole specifically for WE Energies internal communications may be constructed adjacent to the Power Distribution Center building.

Access is proposed off of Howell Avenue at the existing unpaved ATC access, which will require improvement and WisDOT approval. Staff informed the Applicants that storm water was included to be detained in Pond 5 of OakView Business Park, so their site's drainage – including the drive to Howell Avenue – must be directed to the pond. These plans have been submitted for review by the Plan Commission at an upcoming meeting. No water or sewer service is required at this time.

Lighting of the site, via manually-operated downward-angled LED overhead lights, will only occur during servicing. Per information provided by the Applicants, routine maintenance is to occur approximately once per month between 7 AM and 5 PM. Additional motion-sensor lights above the entry doors will be installed on the proposed control house building.

Included with this packet is an email received from the Milwaukee County Department of Parks, Recreation, & Culture regarding the location of planned electric feeds and whether they cross public park land. Staff referred this email to the Applicant. Any easements or location approvals will be between the private parties. Easement requests across City property will require future Council approval.

Proposed Conditions and Restrictions recommended for approval by the Plan Commission at the January 10, 2017 meeting have been provided for the Council's consideration.

Fiscal Impact: Approval of this Conditional Use Permit will allow for the construction of a WE Energies electrical substation located within OakView Business Park, which is part of TID 8. Development of this property will result in a neutral financial impact for the City.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Andrew J. Vickers, MPA
City Administrator

Fiscal Review by:



Bridget M. Souffrant
Finance Director/Comptroller

ORDINANCE NO. 2839

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR A PORTION OF THE PROPERTY AT 10861 S. HOWELL AVE. ALLOWING A WE ENERGIES ELECTRICAL SUBSTATION AND COMMUNICATION POLE

(5TH Aldermanic District)

WHEREAS, WE ENERGIES AND WISPARK, LLC, have applied for a Conditional Use Permit that would allow an electric substation and communication pole on a portion of the property; and

WHEREAS, the property is more precisely described as follows:

Part of Lot 4 of Certified Survey Map No. 8608 located in the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin. (To be Lot 2 of a forthcoming Certified Survey Map, being a redivision of Lot 4 of Certified Survey Map No. 8608).

WHEREAS, the Plan Commission has reviewed this proposal and has recommended that the Conditional Use be approved; and

WHEREAS, the Common Council held a public hearing on this matter on February 7, 2017, at which time all interested parties appeared and were heard; and

WHEREAS, the Plan Commission had recommended that the application for a Conditional Use be approved and authorized subject, however, to the imposition of certain conditions and restrictions upon the design, construction, location and operation of this Conditional Use and which conditions and restrictions are incorporated by reference into the amended Conditional Use Permit; and

WHEREAS, following said public hearing and upon recommendation of approval of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the Conditional Use were approved and authorized for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Conditional Use.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Building Commissioner is hereby authorized to grant a Conditional Use Permit for a WE Energies electrical substation and communications pole located at 10861 S. Howell Ave., which shall include the aforementioned conditions and restrictions.

SECTION 2: The Conditional Use is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for the electrical substation and communications pole.

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

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

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

Passed and adopted this 7th day of February, 2017.

President, Common Council

Approved this 7th day of February, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

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

Applicant: WE Energies
Property Address: 10861 S. Howell Ave. (portion)
Tax Key Number: 955-1014-000 (portion)
Conditional Use: Electric power substation and communication pole

Approved by Plan Commission: 1-10-17
Approved by Common Council: TBD
(Ord. #TBD)

I. LEGAL DESCRIPTION

Part of Lot 4 of Certified Survey Map No. 8608 located in the Southeast ¼ and Southwest ¼ of the Southeast ¼ of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin. (To be Lot 2 of a forthcoming Certified Survey Map, being a redivision of Lot 4 of Certified Survey Map No. 8608).

II. 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 Site Plan

- a) detailed building/structure location(s) with setbacks
- b) dimensions of building(s) & structures
- c) area(s) for future expansion
- d) area(s) to be paved
- e) easements (existing and proposed)
- f) access drive(s) (width and location)
- g) sidewalk locations
- h) parking layout and traffic circulation
 - i) location
 - ii) number of employees
 - iii) number of spaces
 - iv) dimensions
 - v) setbacks
- i) location of loading berths
- j) location of sanitary sewer (existing and proposed)
- k) location of water (existing and proposed)
- l) location of storm sewer (existing and proposed)
 - i) including detention/retention basins if needed
- m) location of wetlands (field verified)
- n) location, square footage and height of signs
- o) location, height, and details of proposed fence/gate

2. Landscape Plan

- a) screening plan for outdoor storage/trash
- 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) type of poles
- d) photometrics of proposed fixtures

5. Grading, Drainage, Erosion Control, and Stormwater Management Plan

- a) contours (existing and proposed)
- b) location of storm sewer (existing and proposed)
- c) location of erosion control measures, stormwater management structures and basins (if required)

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 each phase of development and any new buildings or structures and additions, site grading and drainage, public streets and easements, 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 cross access, 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. 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.

III. PARKING AND ACCESS

- A. No employees will be located at the location of the proposed Conditional Use apart from routine and/or critical maintenance operations. Therefore, no dedicated parking stalls are required. Any parking areas shall be sited and provided in accordance with the approved Planned Unit Development and Section 17.0403 of the Municipal Code.**
- B. Where 90° parking is indicated on the site plans, individual-parking stalls shall be nine (9) feet in width by eighteen (18) feet in length. The standards for other types of angle parking shall be those as set forth in Section 17.0403(d) of the Municipal Code.
- C. Movement aisles for 90° parking shall be at least twenty-two (22) feet in width.
- D. All off-street parking areas shall be surfaced with an all-weather wearing surface of plant mix asphaltic concrete over crushed stone base subject to approval by the City Engineer. A proposal to use other materials shall be submitted to the Plan Commission and the Engineering Department for approval. All parking areas and private drives, within a phase, shall be in place prior to the issuance of an occupancy permit for any building in that phase.
- E. Other parking arrangements, showing traffic circulation and dimensions, shall be submitted to the Plan Commission for approval.
- F. Access to this property from Howell Avenue requires approval by the Wisconsin Department of Transportation. Copies of all approvals and/or permits shall be provided to the Department of Community Development and Engineering Department.**
- G. All driveway approaches to this property shall be in compliance with all the standards set forth in Chapter 6 of the Oak Creek Municipal Code. Any off-site improvements shall be the responsibility of the property owner.
- H. All off-street parking areas shall be landscaped in accordance with Sections 17.0330, 17.0403, and 17.1010 of the Municipal Code.

IV. LIGHTING

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

V. LANDSCAPING

- A. Parking Lot Screening. Those parking areas for five (5) or more vehicles if adjoining a 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 50 linear feet of public street frontage.
2. At least 25% of the total green space area shall be landscaped utilizing plant materials, other than maintained turf, that contribute to ground coverage.
3. For purposes of determining the number of plants necessary to meet the minimum 25% ground coverage requirement, plant types are categorized by their general size and potential mature at-grade coverage area.

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

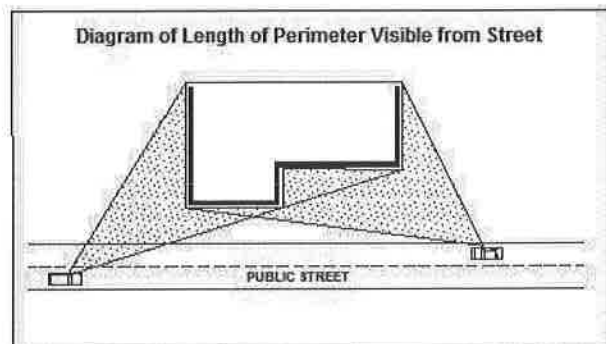
* Note shade and ornamental trees are not considered a plant type contributing to "at grade" coverage.

4. To assure a diversity of color, texture and year-round interest, the total number of plant materials must be comprised of a minimum 25% evergreens, but no more than 70%.
- B. Interior Landscape Area. All public off-street parking lots which serve five (5) vehicles or more shall be provided with accessory landscaped areas; which may be landscape islands, landscape peninsulas or peripheral plantings totaling not less than five (5) percent of the surfaced area. Landscape islands or peninsulas shall be dispersed throughout the off-street parking area. Landscape islands shall provide a minimum 30-inch clear area for vehicle overhang and snow storage. One shade tree shall be provided within the interior planting area for every 300 square feet of interior landscaping.
 - C. Perimeter Landscape Area. In an effort to prevent adjacent parking lots from becoming one large expanse of paving, perimeter landscaping shall be required. The perimeter strip shall be a minimum 5 feet in width. A minimum of one tree and five shrubs is required for every 35 linear feet of the perimeter of the parking area and located within the perimeter landscape area.
 - D. Landscaping Adjacent to Buildings. There shall be a minimum three-foot landscaped area provided between the edge of pavement and the entrance elevation of the building.
 - E. Screening of Trash. Trash receptacles shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
 - F. Screening of Ground Mounted Mechanical Equipment. Ground mounted mechanical equipment shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
 - G. Screening of Roof Mounted Mechanical Equipment. Roof mounted mechanical equipment shall be screened from casual view.
 - H. Retaining Walls. No retaining wall shall exceed four (4) feet in height unless it has been designed and its construction supervised by a Professional Engineer. A retaining wall may be stepped to achieve greater height. Each step of the wall shall be no more than four (4) feet in height and shall be set back a minimum of three (3) feet from the previous step. Acceptable materials for retaining walls are: segmental masonry type, timber, railroad ties, or concrete
 - I. Berms. Side slopes of berms shall not exceed a gradient of 1-ft. vertical to 3-ft. horizontal unless approved by the City Engineer.

- J. Buffer Yards. Appropriate buffers shall be provided between dissimilar uses as set forth in Section 17.0205(d) of the Municipal Code.
- K. Submittal Requirements. A Landscape Plan (to scale) must be submitted which includes details of all proposed landscaping, buffering and screening, including the estimated cost of the landscaping. These plans shall be prepared by a landscape professional and show the location and dimensions of all existing and proposed structures, parking, drives, right-of-ways and any other permanent features, and all other information required by the Plan Commission, including but not limited to the following:
1. A plant list and coverage chart showing the location, quantity, size (at time of planting and at maturity), spacing and the scientific and common names of all landscape materials used.
 2. The location and type of existing trees over four (4) inches in diameter (measured six (6) inches above the ground) within the area to be developed.
 3. The location and percent of slope of all proposed berms using one (1) foot contours.
 4. Detailed sections showing elevations of all proposed architectural features, such as walls, lighting or water features.
 5. Methods used in staking, mulching, wrapping or any other early tree care used.
 6. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule.
- L. The Plan Commission may modify any of the above standards by a $\frac{3}{4}$ majority vote of those Commissioners present at a meeting, but only if supplemental design elements or improvements are incorporated into the project which compensate for the modification of the particular standard.

VI. 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 façade is not constructed or faced with a finished material which is aesthetically compatible with the other façades 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 primary exterior building materials (Section 17.1009(a)(2)).
- 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 (Section 17.1009(a)(2)(ii)).
- D. Material and color samples shall be submitted to the Plan Commission for review and approval (Section 17.1009(a)(2)(iii)).



- E. The Plan Commission has the discretion to adjust the 75% minimum requirement in Section 6(C) above for building additions (Section 17.1009(a)(2)(iv)).
- 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.
- K. The Plan Commission may modify any of the standards in Section 6 above by a ¾ majority vote of those Commissioners present at a meeting, but only if supplemental design elements or improvements are incorporated into the project which compensate for the modifications of the particular standard (Section 17.1009(e)).

VII. BUILDING AND PARKING SETBACKS

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure(s)†	50'	50'	50'
Accessory Structure(s)*	50'	50'	50'
Off-street Parking	30'	5'	5'

† Utility substations and towers must be located at least 50 feet from any lot line per Section 17.0317(c)(30).

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

VIII. MAINTENANCE AND OPERATION

- A. The number, size, location and screening of appropriate solid waste collection units shall be subject to approval of the Plan Commission as part of the required site plan. Solid waste collection and recycling shall be the responsibility of the owner.
- B. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the owners.
- C. Fire department connections on the building shall not be blocked with any fencing, signage, or landscaping.

IX. SIGNS

All signs shall conform to the provisions of Sections 17.0704, and 17.0706-17.0714 of the Municipal Code.

X. PERMITTED USES

A. All permitted uses in the M-1, Manufacturing District and Planned Unit Development.

B. **One (1) electric power substation.**

C. **One (1) 50-foot (maximum) tall wood pole with a single antenna for WE Energies microwave radio data and control as an accessory use to the electric power substation.**

D. Usual and customary accessory uses to the above listed permitted uses.

XI. TIME OF COMPLIANCE

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

XII. OTHER REGULATIONS

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

XIII. VIOLATIONS & PENALTIES

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

XIV. REVOCATION

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

XV. ACKNOWLEDGEMENT

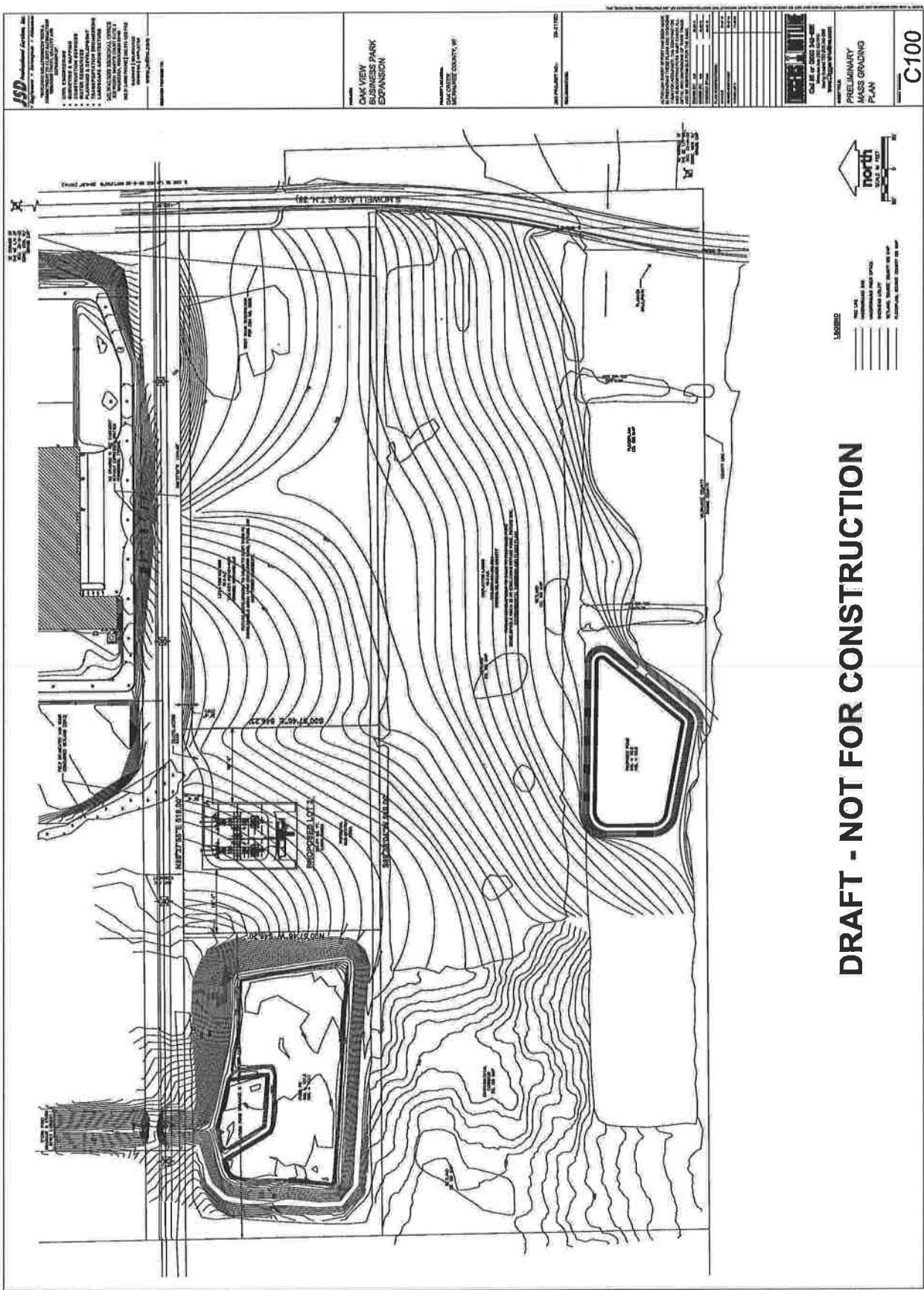
The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their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

Owner's authorized representative

Date

(please print name)

EXHIBIT A: GENERAL DEVELOPMENT PLAN



DRAFT - NOT FOR CONSTRUCTION



LEGEND

[Symbol]	PROPOSED LOT
[Symbol]	EXISTING LOT
[Symbol]	PROPOSED DRIVEWAY
[Symbol]	PROPOSED FOUNDATION
[Symbol]	PROPOSED CONSTRUCTION

C100

PRELIMINARY
SITE GRADING
PLAN

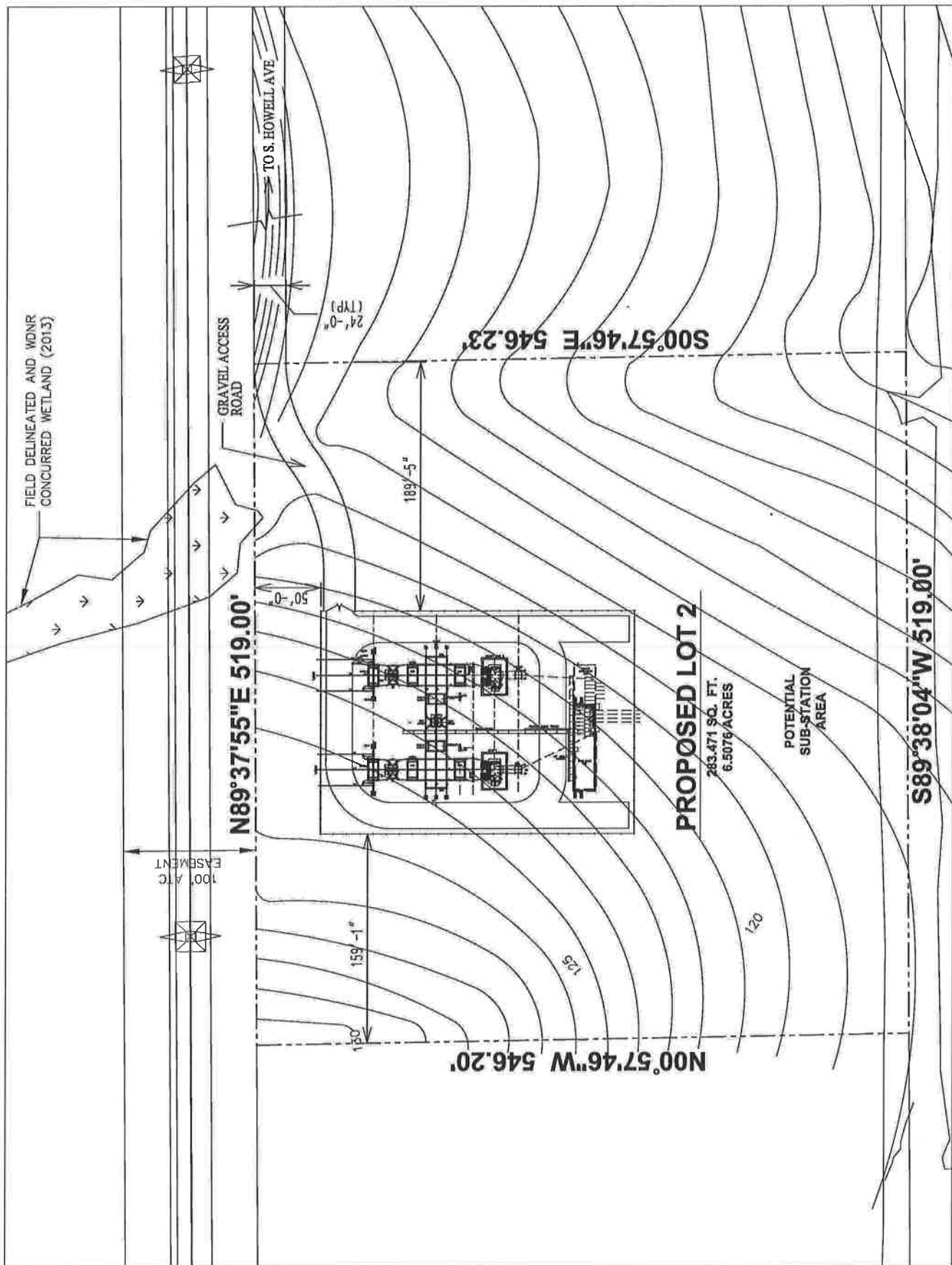
DATE: 08/20/2013
SCALE: AS SHOWN
PROJECT: [Illegible]

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	08/20/2013
2	REVISED PER COMMENTS	09/10/2013
3	REVISED PER COMMENTS	09/10/2013
4	REVISED PER COMMENTS	09/10/2013
5	REVISED PER COMMENTS	09/10/2013
6	REVISED PER COMMENTS	09/10/2013
7	REVISED PER COMMENTS	09/10/2013
8	REVISED PER COMMENTS	09/10/2013
9	REVISED PER COMMENTS	09/10/2013
10	REVISED PER COMMENTS	09/10/2013

DAK VIEW
PARK
EXPANSION

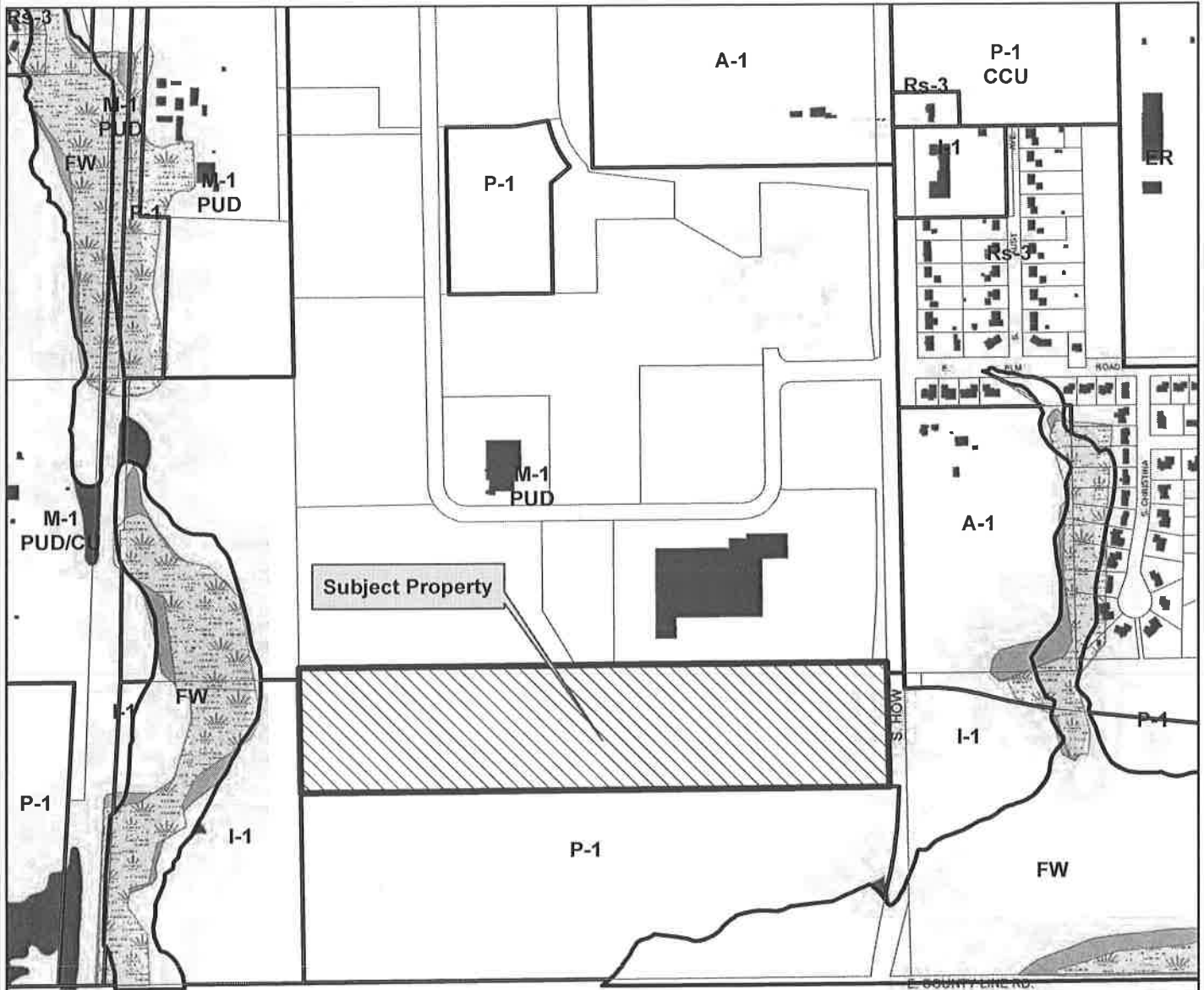
JSD
[Illegible]

EXHIBIT B: SITE-SCALE GENERAL DEVELOPMENT PLAN



Location Map

10861 S. Howell Ave.



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



Department of Community Development



Legend



10861 S. Howell Ave.
Wetland

Zoning Overlays

- C-1-Shoreland Wetland
- FF-Flood Fringe
- Lakefront Overlay
- NO-Mixed Use Neighborhood
- OO-Mixed Use Office
- RR-Regional Retail

PROPOSED PROJECT DESCRIPTION
OAKVIEW SUBSTATION

Overview: Wisconsin Electric Power Company, under the trade name We Energies, is proposing to build a new electric substation in the City of Oak Creek, which we refer to as Oakview Substation. This electric substation takes high voltage electricity from the transmission lines and decreases or “steps down” the voltage to a level that can be safely sent over electric distribution lines. The distribution lines deliver electricity to area homes and businesses.

The construction of a new substation will ensure continuation of reliable power delivery to the area. New and existing industrial customers and large developable land in new and established business parks are indications of high probability of future load growth. Existing substations including one at West Elm Road and South 33rd Street is almost at capacity and one at East Ryan Road and South Nicholson Road expansion is hampered by wetlands.

Site: We Energies is proposing constructing the Oakview Substation on 6.5 acres of land within the Oakview Business Park shown on the attached proposed CSM as Lot 2. These lands are currently owned by Wispark.

Construction: Construction of the substation is expected to begin in 2018 or earlier depending upon approvals, land acquisition and material delivery.

Current Owner: Wispark LLC
301 W. Wisconsin Ave., Suite 400
Milwaukee, WI 53203

Applicant: We Energies
Property Management A-252
231 W. Michigan Street
Milwaukee, WI 53203

Wisconsin Electric Power Company

By: Arlene Buttke
Arlene Buttke, Agent for
Wisconsin Electric Power Company

Date: 11/10/16

Oakview New Substation Justification

The area has new large industrial customers and a large amount of developable land in new and established business parks. This indicates a high probability of future load growth.

Oakview SS is projected to serve future industrial customers located in the new Oakview business park development at E Oakwood Road and S Howell Avenue and as well as existing and new customers between Howell Avenue and S 27th Street. Oakview SS would provide electric load relief to Branch, Root River and Pennsylvania Substations. A new substation in the proposed location would also be in an ideal location to support the upgrade to our existing Caledonia SS. The proposed location of Oakview SS should improve reliability to customers along the I-94 corridor by reducing distribution feeder exposure and provide a source for future load growth in the immediate areas as well as to the northern Racine County/Caledonia area.. The initial proposal is for a single transformer to be installed at Oakview SS and be in-service by 6/1/2018.

Root River SS will reach its allowable loading in the next few years and cannot accommodate larger transformers or additional transformers.

Branch SS is 5.5 miles away, which is a substantial distance from which to serve industrial customers without resulting in voltage issues.

Pennsylvania SS is surrounded by wetlands making new feeder exits costly and difficult to route, and difficult to maintain or repair.

The Oakview Substation design and construction plans have not been finalized yet, however, we are designing this station similar to our recently constructed Berryville Substation located in the Town of Paris, Kenosha County, Wisconsin. The following provides information based on the design and construction of Berryville Substation.

- One Power Distribution Center which is a metal prefabricated switchgear building, approximately 66' in length, 17' in width and 17' in height. Depending on the contractor selected for this building, minor variations to the design may occur. A photo of this building at our Berryville Substation is included.
- Our standard substation signs are located on the fence and at the entrance gate to identify the site. Attached is an example of the signage from Berryville Substation. As this property may be developed in the future, we would gate the entrance to restrict access upon final substation construction but the gate may be relocated if Lot 1 is developed.

Substations include an approximate 14'6" fence height, using our standard cut resistant metal fence. For additional safety and security, 12" of barbed wire will also be strung at the top of the fence. This fence would completely surround the substation site. A fence design is attached.

We would work with the City of Oak Creek and provide desired/required landscaping to make the station as visually appealing to our neighbors. We prefer not to totally obscure the station as it is desirable to have sight to the station from the road to monitor non substation activity. Our cut resistant fence mesh is much tighter and thus restricts vision through it to a much greater degree than a chain link fence.

The tallest structures on the property would be the lightening masts and the transmission line structures at around 75'. This is shorter than the existing transmission towers adjacent to this property that we will be tapping into.

The station is an unmanned site so lights are not on at all times. The lighting will consist of LED overhead lights that angle downward so they are not shining out of the site. These manually switched lights are only turned on by field personnel in the event of servicing the station after dark. The control house will have a porch type light outside each entry door, typically on a motion sensor to come on when approached by service personnel. There is an attachment with our proposed lighting.

There will be no water and/or sewer needs for this unmanned substation site.

The understanding is that per the storm water plan already in place for the entire Oakview Business Park that the proposed substation property, as well as the outer lot being split off and the access road all are intended to drain into pond 5, as shown by on Outlot 1 of the proposed CSM by design. Our consulting engineering firm, Ruckert-Mielke, is working on the site grading and drainage plan and that will include provisions for this drainage as designed. This site plan will be provided for review and approval when it is complete.

According to Certified Survey Map No. 8608, there is one access point approved on Lot 4. To keep the most developable land possible on the remaining lands after substation construction, the access road is shown to abut the southerly line of the transmission corridor. After construction, this unmanned substation will be accessed for routine maintenance between 7:00 AM and 5:00 PM approximately once a month by a one or two person crew. This should not be a safety hazard to the existing Oak Leaf Trail.

CERTIFIED SURVEY MAP No.

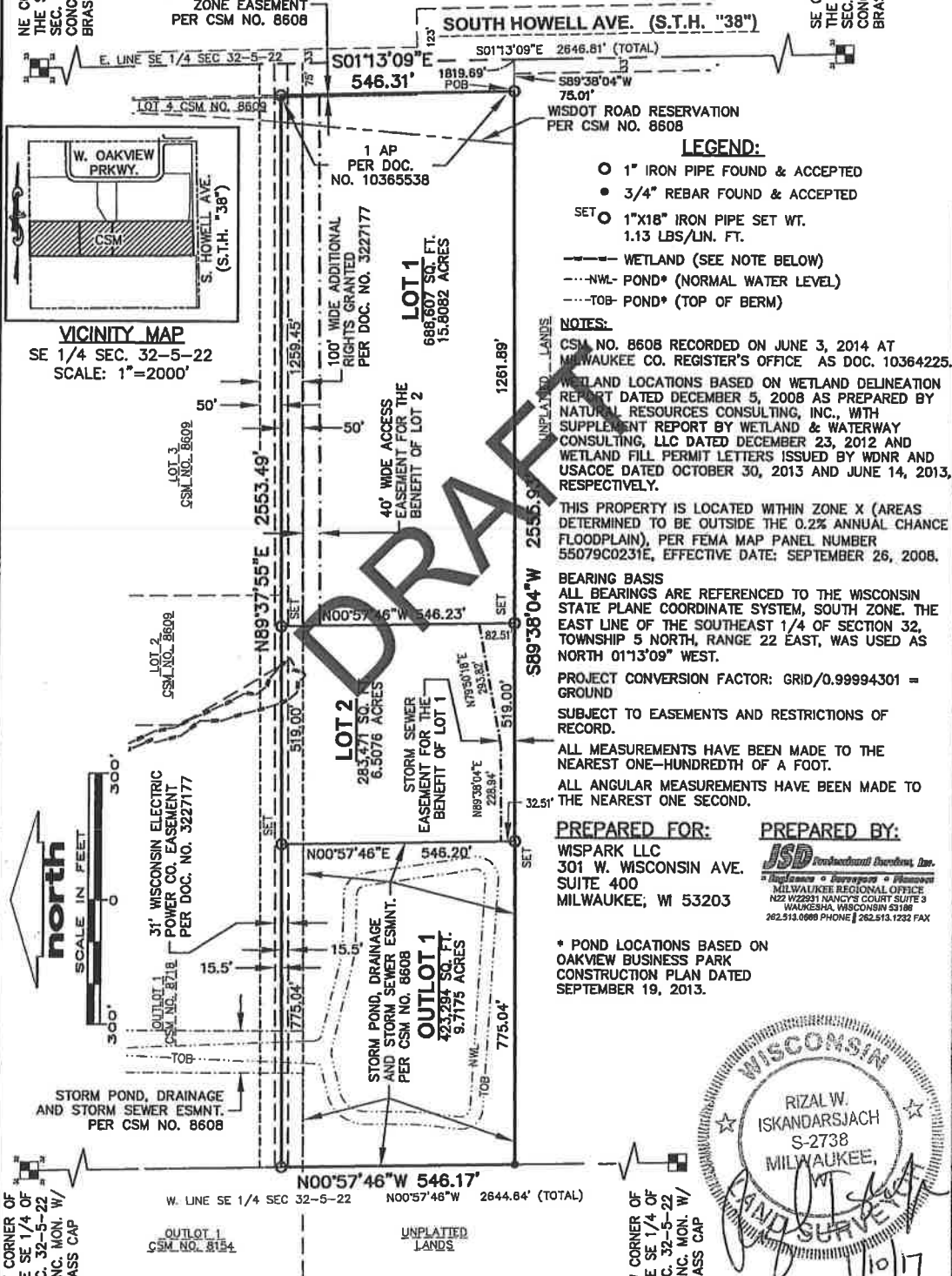
BEING A REDIVISION OF ALL OF LOT 4 OF CERTIFIED SURVEY MAP NO. 8608, LOCATED IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

NOTE: WHEN LOT 4 OF CSM NO. 8608 IS DEVELOPED THERE SHALL BE CROSS ACCESS EASEMENT FROM LOT 4 TO TRANSMISSION LINE CORRIDOR AND ADJACENT SOUTH PROPERTY, PER DOC. NO. 10365538.

5' WIDE PATH CLEAR ZONE EASEMENT PER CSM NO. 8608

NE CORNER OF THE SE 1/4 OF SEC. 32-5-22 CONC. MON. W/ BRASS CAP

SE CORNER OF THE SE 1/4 OF SEC. 32-5-22 CONC. MON. W/ BRASS CAP



LEGEND:

- 1" IRON PIPE FOUND & ACCEPTED
- 3/4" REBAR FOUND & ACCEPTED
- SET 1"x18" IRON PIPE SET WT. 1.13 LBS/LIN. FT.
- WETLAND (SEE NOTE BELOW)
- NWL POND* (NORMAL WATER LEVEL)
- TOB POND* (TOP OF BERM)

NOTES:

CSM NO. 8608 RECORDED ON JUNE 3, 2014 AT MILWAUKEE CO. REGISTER'S OFFICE AS DOC. 10364225.

WETLAND LOCATIONS BASED ON WETLAND DELINEATION REPORT DATED DECEMBER 5, 2008 AS PREPARED BY NATURAL RESOURCES CONSULTING, INC., WITH SUPPLEMENT REPORT BY WETLAND & WATERWAY CONSULTING, LLC DATED DECEMBER 23, 2012 AND WETLAND FILL PERMIT LETTERS ISSUED BY WDNR AND USACE DATED OCTOBER 30, 2013 AND JUNE 14, 2013, RESPECTIVELY.

THIS PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), PER FEMA MAP PANEL NUMBER 55079C0231E, EFFECTIVE DATE: SEPTEMBER 26, 2008.

BEARING BASIS
ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, WAS USED AS NORTH 01°13'09" WEST.

PROJECT CONVERSION FACTOR: GRID/0.99994301 = GROUND

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

PREPARED FOR:

WISPARK LLC
301 W. WISCONSIN AVE.
SUITE 400
MILWAUKEE, WI 53203

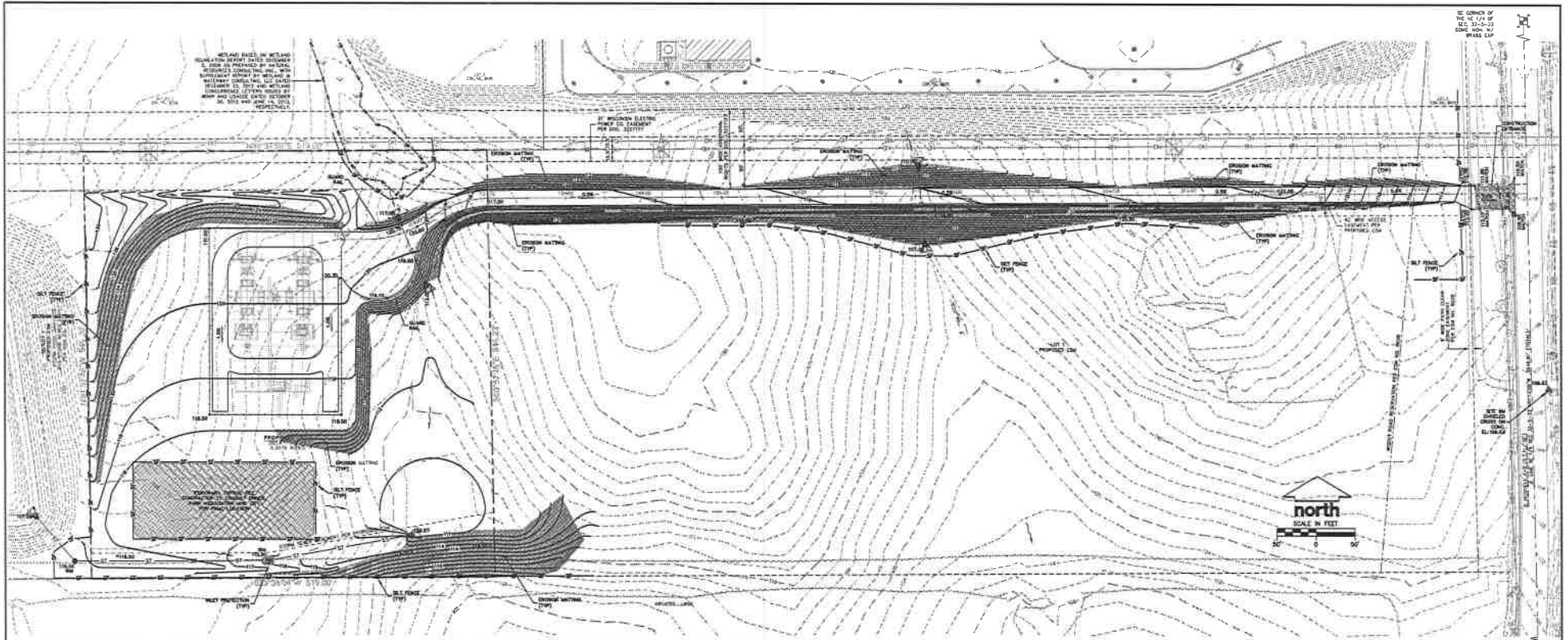
PREPARED BY:

JSD Professional Services, Inc.
Milwaukee • Waukesha • Menomonee
MILWAUKEE REGIONAL OFFICE
N22 W22291 NANCY'S COURT SUITE 3
WAUKESHA, WISCONSIN 53108
262.513.0088 PHONE | 262.513.1232 FAX

* POND LOCATIONS BASED ON OAKVIEW BUSINESS PARK CONSTRUCTION PLAN DATED SEPTEMBER 19, 2013.

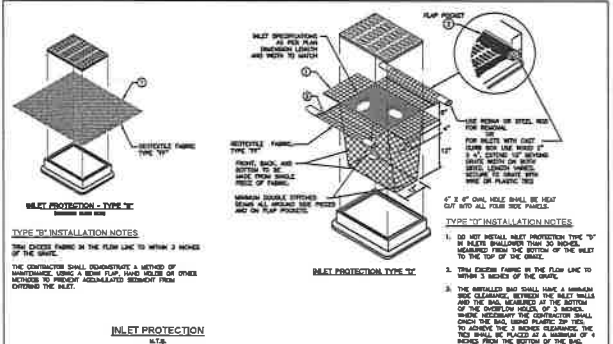
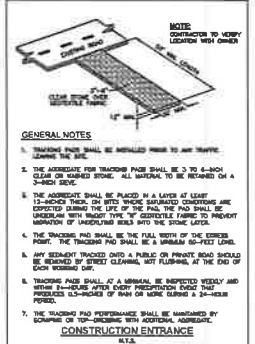
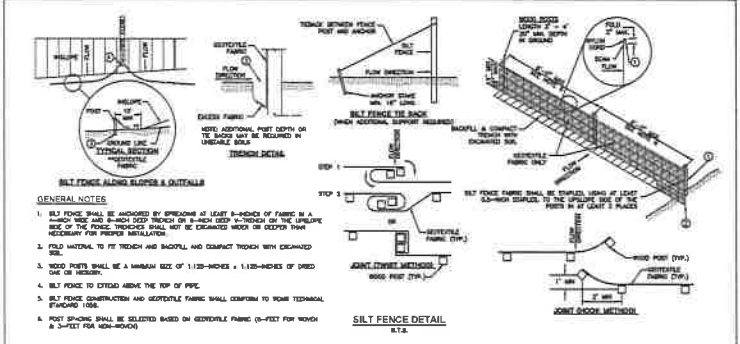


DATED THIS 10th DAY OF JANUARY, 2017
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738



SEE COVER OF THE SET OF THIS PLAN FOR THE LOCATION OF THE BRASS CAP

SEE COVER OF THE SET OF THIS PLAN FOR THE LOCATION OF THE BRASS CAP



DRAFT - NOT FOR CONSTRUCTION

JSD Professional Services, Inc.
Engineers • Surveyors • Planners

PLANNING & DEVELOPMENT
CIVIL ENGINEERING
TRANSPORTATION ENGINEERING
MUNICIPAL ENGINEERING
STRUCTURAL ENGINEERING
WATER RESOURCES
LANDSCAPE ARCHITECTURE
CONSTRUCTION SERVICES
LAND SURVEYING & MAPPING
ECOLOGICAL/ENVIRONMENTAL SERVICES

DESIGNED PROVIDED TO

WISPAK LLC

WE

PROJECT

**WE ENERGIES SUBSTATION
OAKVIEW BUSINESS PARK**

PROJECT LOCATION
CITY OF OAK CREEK
MILWAUKEE COUNTY, WI

DRAWN BY

**SITE GRADING AND
EROSION CONTROL
PLAN**

APP PROJECT NO.

DIAGNOSIS | OUTLINE

Call 811 or (800) 242-6511
www.diggersandoutlines.com

REVISION	DATE	DESCRIPTION

PROJECT NUMBER

C-100

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE WORK AND BE RESPONSIBLE FOR THE SAME.

MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, DECEMBER 13, 2016

**CONDITIONAL USE PERMIT
WE ENERGIES & WISPARK
ELECTRIC SUBSTATION
10861 S. HOWELL AVENUE
TAX KEY NO. 955-1014**

Planner Papelbon provided an overview of the proposal for a WE Energies electrical substation on a portion of the property (see staff report for details).

James Kelnow, WE Energies, responded to a question about the height of the fence and the use of barbed wire. He stated that the proposed fence is the standard fence that they put in virtually all of their substations. There is an error in the text of the application. They called for 14 feet (height). It is actually 8 feet, 6 inches in total (height). That is including the barbed wire in the top. Mayor Scaffidi asked if barbed wire was standard. Mr. Kelnow responded that there is extremely high voltage inside the substation, so it is a public safety concern. Every station has it.

Mayor Scaffidi asked how visible this is from the road. Mr. Kelnow responded that they would be set back as far as they can against the pond. WisPark, the developer, does plan on retaining and selling the entire front property, so there will eventually be something built in front of them.

Mayor Scaffidi asked where there is a need for this substation. Mr. Kelnow responded that this whole area is served from that same branch substation over on Rawson and 6th St., or the Pennsylvania substation part of the east. With all the development in the area, that is about five miles from the branch substation. The longer the run to get to the customers, the lower the voltage gets to the customers. Between IKEA and Drexel Town Square, and a few other customers, there will be load growth nearby.

Commissioner Dickmann asked if there are cameras monitoring for security purposes, and is there something that shows when a motion sensing light goes on at a remote location to indicate something is going on? Mr. Kelnow responded there are motion-sensing cameras, so the lights and camera come on, and that is monitored downtown at the central security location. They get an alarm and can see what is happening.

Commissioner Siefert asked if the distribution of power is above or below ground. Mr. Kelnow responded that the distribution will be underground south to Howell and north to 13th Street in their (ATC) existing transmission right-of-way.

Commissioner Johnston stated his concern that the driveway does cross over the pathway that ties into the Oak Leaf Trail. It is the location for the ATC line now. This will be a gravel access path all the way back to the substation. Currently there is no pathway back there. It is the old farm entrance that is there now.

Jerry Franke, WisPark, 301 W. Wisconsin Avenue, Milwaukee, stated that at some point there is going to be a user on this property that generates a lot more traffic than the maintenance of a substation. They are trying to maintain maximum flexibility in the location of that driveway. WE Energies has agreed that they will relocate it based upon what the ultimate user of that property needs. In his best opinion of what could happen there, he would like to see a data center

developed here because of its proximity to the high voltage ATC transmission line and the substation and the Root River where there can be some green cooling.

Commissioner Johnston stated that currently there really is not a gravel access even in this location coming off Howell Avenue. It just opens up a door for someone driving back and that is where the gate comes in as a possible option.

Commissioner Correll moved that that the Plan Commission recommends that the Common Council approves a Conditional Use Permit for a WE Energies substation on a portion of the property at 10861 S. Howell Ave. after a public hearing and subject to conditions and restrictions that will be prepared for the Commission's review at the next meeting (January 10, 2017). Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

ATTEST:



Douglas Seymour, Plan Commission Secretary

1/10/16

Date

MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, JANUARY 10, 2017

CONDITIONS AND RESTRICTIONS
ARLENE BUTTKE, WE ENERGIES
JERRY FRANKE, WISPARK
10861 S. HOWELL AVENUE (PORTION)
TAX KEY NO. 955-1014

City Planner Papelbon provided a summary of the request for a WE Energies substation reviewed at the previous meeting. She stated that she received an email that afternoon from Milwaukee County (an abutting property owner). There is a concern that there would be power infrastructure that may affect the parkland property. The email was provided to the applicant for their information to coordinate with Milwaukee County. Staff is recommending that if there are any approvals, easements, access requirements or anything that is necessary after those conversations, that they be provided to the City. It is basically a standard requirement. Mayor Scaffidi asked if the applicant was made aware of that request. City Planner Papelbon responded that she forwarded the email. Mayor Scaffidi stated the applicant nodded yes.

Mayor Scaffidi had to leave the meeting at this point to fulfill another obligation, but stated that he is in support of this item as proposed. He thinks it is the proper use and all of the restrictions and items listed are appropriate for that use. He does not have any objections.

Mayor Scaffidi handed the meeting over to Commissioner Bukiewicz.

Commissioner Dickmann asked if the contents of the email from Milwaukee County needed to be included in the conditions and restrictions. City Planner Papelbon responded that she did not think so because it is really an abutting-property owner issue. If there are going to be easements or reviews necessary, those are going to be through the County and requested by the applicant. It should be treated as access is on Howell Avenue. Copies of any approvals, permits and/or easements should be provided to the City prior to seeking any local permits.

Jerry Franke, WisPark, pointed out that once the parcel is created, it will no longer be adjacent to Milwaukee County parkland. If they are going through and doing the parcel ahead of time, this wouldn't be an issue.

Commissioner Dickmann moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Conditional Use Permit allowing a WE Energies substation on a portion of the property at 10861 S. Howell Ave. after a public hearing. Commissioner Siepert seconded. On roll call: all voted aye, except Mayor Scaffidi (absent). Motion carried.

ATTEST:



Douglas Seymour, Plan Commission Secretary

1/24/2017

Date

9

**COUNCIL PROCLAMATION 17-01
CONGRATULATIONS TO
EDER FLAG
SOUTH SUBURBAN CHAMBER OF COMMERCE
2016 BUSINESS OF THE YEAR AWARD FINALIST**

WHEREAS, the South Suburban Chamber of Commerce conducts an annual search for the business most deserving of recognition because of their contributions to the south suburban communities, their organizations, and its youth; and

WHEREAS, the South Suburban Chamber of Commerce will be hosting a banquet on Thursday, February 2, 2017, to honor the "2016 Business of the Year" nominees; and

WHEREAS, Eder Flag has been chosen by the South Suburban Chamber of Commerce as a finalist for the "2016 Business of the Year" award; and

WHEREAS, the Eder Manufacturing Company was formed in 1887 by seven Eder brothers and focused on making pillows, felt pennants, rag dolls and hunting jackets. The flag making part of the business was launched in 1903. Over the decades, Eder Flag added different types of flags, flagpoles and accessories; and

WHEREAS, Eugene Eder, the son of one of the Eder brothers and a World War II Navy veteran, acquired the company in 1957 and led the company for more than 50 years; and

WHEREAS, The company moved to Oak Creek in 1959 and has carried on the family tradition and commitment to its employees resulting in long time employees of 15, 20 and even 30 years; and

WHEREAS, In 2016 Eder Flag became an employee-owned company which ensures its presence in the community and reinforces its loyalty to the employees who have built Eder Flag into the largest flag company in America; and

WHEREAS, Eder Flag has been a long time member of the Chamber and a consistent supporter of the community.

NOW, THEREFORE, BE IT RESOLVED that I, Stephen Scaffidi, Mayor of the City of Oak Creek hereby congratulate Eder Flag for being selected as a finalist for the "2016 Business of the Year" award.

Kenneth Gehl, Common Council President

ATTEST:

Stephen Scaffidi, Mayor

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

**COUNCIL PROCLAMATION 17-02
CONGRATULATIONS TO
TRATTORIA DI CARLO
SOUTH SUBURBAN CHAMBER OF COMMERCE
2016 PRIDE IN PREMISES AWARD WINNER**

WHEREAS, the Pride in Premises award is given annually by the South Suburban Chamber of Commerce to the Chamber member who exemplifies pride in their community through the design, construction and maintenance of their facilities and landscaping; and

WHEREAS, the South Suburban Chamber of Commerce will be hosting a banquet on Thursday, February 2, 2017, to honor the "Pride in Premises" award winner; and

WHEREAS, Trattoria di Carlo has been chosen by the South Suburban Chamber of Commerce to receive the "Pride in Premises" award; and

WHEREAS, Trattoria di Carlo showcases their building through the use of decorative flowers and plantings; and

WHEREAS, Trattoria di Carlo stands out among the many businesses along Howell Avenue through its building design and tasteful signage; and

WHEREAS, in 2015 Trattoria di Carlo was selected as winner of the City of Oak Creek Landscaping Award in the Business category.

NOW, THEREFORE, BE IT RESOLVED that I, Stephen Scaffidi, Mayor of the City of Oak Creek hereby congratulate Trattoria di Carlo for being selected the winner of the "2016 Pride in Premises" award.

Kenneth Gehl, Common Council President

ATTEST:

Stephen Scaffidi, Mayor

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

**COUNCIL PROCLAMATION 17-03
CONGRATULATIONS TO
KRONES, INC.
SOUTH SUBURBAN CHAMBER OF COMMERCE
2016 BUSINESS OF THE YEAR AWARD WINNER**

WHEREAS, the South Suburban Chamber of Commerce conducts an annual search for the business most deserving of recognition because of their contributions to the south suburban communities, their organizations, and its youth; and

WHEREAS, the South Suburban Chamber of Commerce will be hosting a banquet on Thursday, February 2, 2017, to honor the "2016 Business of the Year" award winner; and

WHEREAS, Krones, Inc. has been chosen by the South Suburban Chamber of Commerce to receive the "2016 Business of the Year" award; and

WHEREAS, Krones, the US subsidiary of Krones AG Germany, located in the Franklin Business Park, supports breweries and beverage producers in the food, pharmaceuticals, and cosmetics industries; and

WHEREAS, one in every 4 bottles in the world comes through a Krones machine; and

WHEREAS, the Franklin facility was built in 1966 and celebrated its 50th anniversary last year; and

WHEREAS, since then, net sales have grown to more than \$2 billion and the workforce has increased to a total today of 580 employees; and

WHEREAS, as a Chamber member, Krones has been a strong partner with the Chamber's Manufacturer's Council and has participated in the Heavy Metal Tour for high school students. They have welcomed high school students for tours and in their work study programs.

NOW, THEREFORE, BE IT RESOLVED that I, Stephen Scaffidi, Mayor of the City of Oak Creek hereby congratulate the Krones, Inc. for being selected the winner of the "2016 Business of the Year" award.

Kenneth Gehl, Common Council President

ATTEST:

Stephen Scaffidi, Mayor

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

**COUNCIL PROCLAMATION 17-04
CONGRATULATIONS TO
TRI CITY NATIONAL BANK
SOUTH SUBURBAN CHAMBER OF COMMERCE
2016 BUSINESS OF THE YEAR AWARD FINALIST**

WHEREAS, the South Suburban Chamber of Commerce conducts an annual search for the business most deserving of recognition because of their contributions to the south suburban communities, their organizations, and its youth; and

WHEREAS, the South Suburban Chamber of Commerce will be hosting a banquet on Thursday, February 2, 2017, to honor the "2016 Business of the Year" nominees; and

WHEREAS, Tri City National Bank has been chosen by the South Suburban Chamber of Commerce as a finalist for the "2016 Business of the Year" award; and

WHEREAS, Tri City National Bank is headquartered in Oak Creek; and

WHEREAS, Tri City National Bank's mission is "to be the Community Bank that defines our success by yours." To do this, they factor in their employees, customers, and the community; and

WHEREAS, the bank was founded in 1963 by the late David Ulrich and other investors at the crossroads that border the three cities of Oak Creek, Greenfield and Franklin. His philanthropic efforts are evident throughout the community, but especially at the Oak Creek Community Center whose ballroom is named in his honor.

WHEREAS, The bank supports the community both financially and with volunteers through the Oak Creek Celebrations Commission, Community National Night Out in both South Milwaukee and Oak Creek, Oak Creek Community Center, City of Oak Creek Shred Event, Wehr Nature Center, Oak Creek Knights Baseball, the South Milwaukee Lions Foundation, and South Suburban Chamber's Annual Golf Outing.

NOW, THEREFORE, BE IT RESOLVED that I, Stephen Scaffidi, Mayor of the City of Oak Creek hereby congratulate Tri City National Bank for being selected as a finalist for the "2016 Business of the Year" award.

Kenneth Gehl, Common Council President

ATTEST:

Stephen Scaffidi, Mayor

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: 02/07/2017

Item No.: 13

Communication: Attached please find the summarized Treasurer's Report for the City of Oak Creek investment and banking accounts, for the month ending December 31, 2016.

Background: I have created a monthly Treasurer's Report for the purpose of providing the City of Oak Creek Common Council and the public with the current condition of the City's treasury, to be presented at their first meeting of each month. This report summarizes the investment and banking accounts end of the month balances. It is not intended to infer available funds for general purpose spending since some funds are allocated for specific uses such as Tax Incremental Districts, large projects, distribution of tax collection to other underlying taxing jurisdictions etc.

This monthly report, along with an additional comprehensive report, will be reviewed by the Finance Committee to assist with investment decisions and other financial strategies. The attached report is for the month ending December 31, 2016 as highlighted below:

- Beginning balance for each investment and bank account as shown
- Additions – may include market adjustments for realized and unrealized gains or change in accrued income, as well as deposits, transfers and interest
- Subtractions – may include market adjustments for realized and unrealized (losses) or change in accrued income, as well as management fees, withdrawals, transfers and returned payments
- Ending balance for each account
- Actual interest earned (will differ where market adjustments are included)
- Interest Rate on each account (exception for Vining Sparks due to varying rates not reported monthly – account is now closed)
- Percentage of individual accounts to total investments
- ADM – has multiple accounts primarily for specific uses other than general spending and to assist with tracking for arbitrage purposes. The general account held with ADM is used for cash flow purposes and is shown separately below the total for all accounts
- LGIP – has multiple accounts primarily to segregate funds for Tax Incremental Districts or large projects. The general account held with LGIP is used for cash flow purposes and is shown separately below the total for all accounts
- Tax collection deposits for the month - these deposits are shown to demonstrate the volume of tax collection in any given month

Fiscal Impact: Presenting the monthly condition of the treasury at an open meeting of the Common Council will provide additional financial data to decision makers while enhancing transparency to the public.

Prepared by:



Barbara Guckenberger, CMTW
City Treasurer

Respectfully submitted by:



Andrew J. Vickers, M.P.A.
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

**City of Oak Creek
Treasurer Report on Investment and Banking**

Name of Account	Beginning Balance	Additions	Subtractions	Account Ending Balance	Actual Interest Earned	Interest Rate	Percentage of Total Invested
Tri City National Bank	4,935,193.71						
General Fund	4,656,154.81	30,181,355.49	(29,909,965.34)	4,927,544.96			
Junck Escrow	-			-			
Title 125	58,067.40	18,137.13	(17,266.00)	58,938.53			
Police Credit Card	39,964.15	21,229.06	(22,220.00)	38,973.21			
Parks & Rec Counter Credit Card	3,085.83	1,541.85	(2,710.12)	1,917.56			
Tax Payment Account #2	5,606.20	19,293,163.98	(14,005,156.45)	5,293,613.73			
Parks & Rec Online Credit Card	752.20	1,678.00	(1,176.86)	1,253.34			
Health Insurance	19,815.70	430,548.25	(316,076.76)	134,287.19			
Tax Payment Account	7,743.78	15,481,437.72	(11,000,000.00)	4,489,181.50			
EMS	144,003.64	-	(71,639.71)	72,363.93			
DANA Investment Advisors	6,654,166.78	11,528.10	(5,730.96)	6,659,963.92	11,528.10	1.08%	10.43%
BMO Global Asset Management	4,816,702.38	6,376.52	(4,538.40)	4,818,540.50	6,215.39	1.50%	7.54%
American Deposit Management (ADM)	5,504,642.77	17,002,891.45	(28,875.48)	22,478,658.74	2,891.45	0.45%	35.20%
*ADM General Account Balance	-	17,000,861.69		17,000,861.69	861.69	0.50%	
Local Government Investment Pool (LGIP)	12,986,489.49	6,118,221.08	(4,213,135.95)	14,891,574.62	5,085.13	0.45%	23.32%
*LGIP General Account Balance	4,144,458.98	6,114,997.32	(1,600,000.00)	8,659,456.30	1,861.37		
VINING SPARKS	-	-	-	-	-	varies	0.00%
Total Balance	34,897,195.13	23,139,017.15	(4,252,280.79)	63,866,811.73	27,339.16		

*General Account Balance shown separately and is also part of the total account listed above; although it is used for cash flow purposes, a portion may be allocated for specific purposes and not available for general purpose spending;

Excludes Police Forfeiture Account;

Tri City Interest is an analyzed credited from previous month earnings;

Additions and subtractions on investment accounts may include market adjustments for realized and unrealized gains(losses) or change in accrued income, as well as interest, management fees, deposits, transfers, returned payments or withdrawals

Tax Collection Deposits

Tax Payment Account #2	
City Deposit (Counter, Drop Box, Mail)	17,028,753.29
Gov Tech	2,103,747.34
Credit Card	155,506.90
Total Tax Payment Account #2	19,288,007.53
Tax Payment Account	
Tri City Payments (At Bank, Lockbox)	15,481,437.72
Total Tax Collection Deposits	34,769,445.25

Please note the City uses two bank accounts for tax collection; one for payments processed by the City (account #2) and the other for payments processed by our bank

Prepared for Common Council; cc Finance Committee
Barbara Guckenberger, CMTW
City Treasurer

City of Oak Creek Common Council Report

Meeting Date: February 7, 2017

Recommendation: Review and consider approval of Ordinance 2841 amending Section 5 of Ordinance 2818, fixing the salary ranges and allowances for non-union, general, management personnel, and other city offices and positions for the year 2016.

Background: On March 15, 2016, the Personnel Committee recommended a reorganization for the Streets, Parks & Forestry Department and the reorganization was approved by the Common Council. The implementation scenario that the Personnel Committee and Common Council approved included a two-year plan for increasing the wages of the Equipment Operator 1 positions. The first year the 6 incumbents were at three different levels of pay (\$20.44, \$21.85, and \$22.56 per hour). The second year the Equipment Operator 1 employees were to all be at the same rate of pay of \$23.50 per hour. Since approval of the plan, the LAW employees have received a .33% increase; therefore, the 2017 rate of pay would be \$23.578 per hour.

Therefore, Ordinance 2818 has been revised and is attached for your review and approval. The Personnel Committee reviewed and approved the attached at their January 17th meeting.

Fiscal Impact: The original approved scenario was as follows:

Year #1					
# of Employees	Job Title	Pay Rate	Total Hourly	Annual Salary	
14	Top Scale Equipment Operator 2	\$ 28.39	\$ 397.46	\$ 826,716.80	
1	Equipment Operator 1	\$ 22.56	\$ 22.56	\$ 46,924.80	
3	Equipment Operator 1	\$ 21.85	\$ 65.55	\$ 136,344.00	
2	Equipment Operator 1	\$ 20.44	\$ 40.88	\$ 85,030.40	
6	Labor/Driver	\$ 17.37	\$ 104.22	\$ 216,777.60	
26			\$ 630.67	\$ 1,311,793.60	
Year #2					
# of Employees	Job Title	Pay Rate	Total Hourly	Annual Salary	
14	Top Scale Equipment Operator 2	\$ 28.39	\$ 397.46	\$ 826,716.80	
6	Equipment Operator 1	\$ 23.50	\$ 141.00	\$ 293,280.00	
6	Labor/Driver	\$ 17.37	\$ 104.22	\$ 216,777.60	
26			\$ 642.68	\$ 1,336,774.40	

However, after a few resignations/retirements, below is the actual 2017 scenario:

Year #1				
<u># of Employees</u>	<u>Job Title</u>	<u>Pay Rate</u>	<u>Total Hourly</u>	<u>Annual Salary</u>
14	Top Scale Equipment Operator 2	\$ 28.39	\$ 397.46	\$ 826,716.80
1	Equipment Operator 1	\$ 22.56	\$ 22.56	\$ 46,924.80
3	Equipment Operator 1	\$ 21.85	\$ 65.55	\$ 136,344.00
2	Equipment Operator 1	\$ 20.44	\$ 40.88	\$ 85,030.40
6	Labor/Driver	\$ 17.37	\$ 104.22	\$ 216,777.60
26			\$ 630.67	\$ 1,311,793.60
Year #2				
<u># of Employees</u>	<u>Job Title</u>	<u>Pay Rate</u>	<u>Total Hourly</u>	<u>Annual Salary</u>
14	Top Scale Equipment Operator 2	\$ 28.49	\$ 398.85	\$ 829,599.68
4	Equipment Operator 1	\$ 23.58	\$ 94.31	\$ 196,168.96
8	Labor/Driver	\$ 17.44	\$ 139.49	\$ 290,135.04
26			\$ 632.65	\$ 1,315,903.68

The increase to the approved Equipment Operator 1 rate of pay has a total impact of \$4,110.08. The fiscal expenditures for these adjustments were reflected in the proposed 2017 City budget.

Prepared by:



Becky Schermer, A.B.D.
Human Resources Manager

Reviewed by:



Ted Johnson
Director of Streets, Parks, and Forestry

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,



Andrew J. Vickers, M.P.A.
City Administrator

ORDINANCE No. 2818

BY: ALD. TOMAN

AN ORDINANCE AMENDING SECTION 5 OF ORDINANCES 2795 AND 2788 AND FIXING THE SALARY RANGES, SALARY, WAGES AND ALLOWANCES FOR NON-UNION, GENERAL, MANAGEMENT PERSONNEL AND OTHER CITY OFFICES AND POSITIONS FOR THE YEAR 2016

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

SECTION 5: GENERAL EMPLOYEES. The pay ranges and rates of pay of those positions under the control of the Common Council of the City of Oak Creek affecting general personnel shall be as follows. Those affected employees pursuant to this section shall receive the fringe benefits set forth in the current employee Personnel Manual. These employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

Position Title	Minimum Salary	Minimum Hourly Rate	Maximum Salary	Maximum Hourly Rate
Account Clerk III	\$37,696	\$18.123	\$54,369	\$26.139
Administrative Support Assistant, Existing	\$35,907	\$17.263	\$48,926	\$23.522
Administrative Support Assistant, New (hired after 1/1/2014)	\$25,609	\$12.312	\$35,702	\$17.164
Chief Mechanic	\$46,680	\$22.442	\$66,289	\$31.870
Custodian	\$22,186	\$10.666	\$30,636	\$14.729
Engineering Technician	\$43,091	\$20.717	\$59,217	\$28.470
Facility Maintenance Technician	\$35,908	\$17.263	\$59,255	\$28.488
Mechanic II, Fabricator/Welder	\$43,091	\$20.717	\$63,024	\$30.300
Police/Fire Secretary	\$35,908	\$17.263	\$51,784	\$24.896
Senior Engineering Technician	\$50,275	\$24.171	\$69,216	\$33.277

Skill-Based Pay Positions Position Title	Hourly Rate of Pay	Annual Salary
Equipment Operator II	\$28.489	\$59,257
Equipment Operator I – Level 3	\$22.633	\$47,077
Equipment Operator I – Level 2	\$21.925	\$45,604
Equipment Operator I – Level 1	\$20.507	\$42,655
Laborer/Driver	\$17.436	\$36,267

SECTION 8: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 9: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of September 1, 2016, except where otherwise noted.


Introduced this 4th day of October, 2016.

Passed and adopted this 4th day of October, 2016.




President, Common Council

Approved this 4th day of October, 2016.



Mayor

ATTEST:


City Clerk

VOTE: Ayes 5 Noes 0
** Ald. Bukiewicz was excused.

ORDINANCE No. 2841

By: _____

AN ORDINANCE AMENDING SECTION 5 OF ORDINANCE 2818 AND FIXING THE SALARY RANGES AND ALLOWANCES FOR NON-UNION, GENERAL, MANAGEMENT PERSONNEL AND OTHER CITY OFFICES AND POSITIONS FOR THE YEAR 2016

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

SECTION 5: GENERAL EMPLOYEES. The pay ranges and rates of pay of those positions under the control of the Common Council of the City of Oak Creek affecting general personnel shall be as follows. Those affected employees pursuant to this section shall receive the fringe benefits set forth in the current employee Personnel Manual. These employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

Position Title	Hourly Rate of Pay	Annual Salary
Equipment Operator I	\$23.578	\$49,042

SECTION 8: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 9: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of January 17, 2017, except where otherwise noted.

Introduced this ____ day of _____, 2017.

Passed and adopted this ____ day of _____, 2017.

President, Common Council

Approved this ____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: 2/7/17

Item No.: 15

Recommendation: That the Common Council approve Resolution No. 11790-020717 establishing the date and time of the 2017 Board of Review.

Background: Pursuant to Section 2.61c (1) of the Municipal Code the first statutory meeting of the Board of Review for 2017 will be held on May 22, 2017 beginning at 5:30 p.m. At this meeting the Board will determine 2017 meeting dates to review the 2017 Assessment Roll and hear properly filed objection cases.

As the 2017 Assessment Roll is not expected to be complete on this date, the first regular meeting of the 2017 Board of Review will be held during the month of June, 2017.

Fiscal Impact: No fiscal impact is expected should Resolution No. 11790-020717 be passed.

Prepared by:



Catherine A. Roeske
City Clerk

Respectfully submitted by:



Andrew J. Vickers, M.P.A.
City Administrator

RESOLUTION NO. 11790-020717

RESOLUTION ESTABLISHING THE DATE AND TIME OF THE
2017 BOARD OF REVIEW

BE IT RESOLVED pursuant to Section 2.61(c)(1) of the Municipal Code, that the first statutory meeting of the Board of Review for 2017 shall be held on May 22, 2017 beginning at 5:30 p.m. This meeting will be convened to comply with Wisconsin State Statutes Section 70.47(1).

BE IF FURTHER RESOLVED pursuant to Section 70.47(3) that since the 2017 Assessment Roll is not expected to be completed by May 22, 2017, the first regular meeting of the 2017 Board of Review will be held during the month of June, 2017.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February, 2017.

Passed and adopted this 7th day of February, 2017.

President, Common Council

Approved this 4th day of April, 2016.

Mayor Stephen Scaffidi

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

City of Oak Creek Common Council Report

Meeting Date: 2/7/17

Item No.: 16

Recommendation: That the Council adopt Ordinance No. 2840, repealing Ordinance No. 2784, Section 2.79 of the Municipal Code which established a Board of Absentee Ballot Canvassers.

Background: This ordinance relates to Central Count, the tabulation of all absentee ballots at a location other than the polling place on Election Day.

Ordinance No. 2784 was created to permit the City Clerk to process all absentee ballots for every election within an election cycle to utilize a Central Count process. This allowed for a Central Count of these ballots on Election Day at City Hall, located at 8040 S. 6th Street by a Board of Absentee Ballot Canvassers.

During larger, higher turnout elections the cost savings for this method is substantial, however election cycles where a lower turnout is expected, Central Count may result in higher costs to the City.

By repealing Ordinance No. 2784 the City Clerk is able to process absentee ballots at the individual polling locations on Election Day. The Wisconsin Ethics Commission approves this process and provides guidance on this method. It is anticipated that in 2018 an Ordinance may again be created to allow for Central Count in the City.

Fiscal Impact: Repealing Ordinance No. 2784 may result in substantial savings to the City during the 2017 Election Cycle.

Prepared by:



Catherine A. Roeske
City Clerk

Respectfully Submitted,



Andrew J. Vickers, M.P.A.
City Administrator

ORDINANCE NO. 2840

By: _____

AN ORDINANCE REPEALING ORDINANCE 2784,
ESTABLISHING A BOARD OF ABSENTEE CANVASSERS

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

SECTION 1: Ordinance No. 2784, Establishing a Board of Absentee Canvassers, is hereby repealed.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 2: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this 7th day of February, 2017

Passed and adopted this _____ day of _____, 2017.

President, Common Council

Approved this ____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

ORDINANCE NO. 2784

BY: Ald. Gehl

AN ORDINANCE TO CREATE SECTION 2.79 OF THE MUNICIPAL CODE
TO ESTABLISH A BOARD OF ABSENTEE CANVASSERS

SECTION 1: Section 2.79 of the Municipal Code is hereby created to read as follows:

SEC. 2.79 BOARD OF ABSENTEE BALLOT CANVASSERS

- (a) **Purpose.** Pursuant to Secs. 7.52 and 7.53(2m), Wis. Stats., there is created a Board of Absentee Ballot Canvassers.
- (b) **Composition.** The Board of Absentee Ballot Canvassers shall be composed of the City Clerk, or a qualified elector of the City designated by the City Clerk, and two (2) other qualified electors of the city appointed by the City Clerk for a term of two (2) years commencing on January 1 of each odd-numbered year, except that any member who is appointed to fill a permanent vacancy shall serve for the unexpired term of the original appointee.
- (c) **Canvassing of Absentee Ballots.** In lieu of canvassing absentee ballots at polling places under Sec. 6.88, Wis. Stats., the Board of Absentee Ballot Canvassers shall, at each election held in the City, canvass all absentee ballots received by the City Clerk by 8:00 p.m. on election day.
- (d) **Counting of Absentee Ballots.** At every election held in the City, the Board of Absentee Ballot Canvassers shall, any time after the opening of the polls and before 10:00 p.m. on Election Day, publicly convene to count the absentee ballots for the City. The City Clerk shall give at least 48 hours' notice of any meeting under this subsection.

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

SECTION 3: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this 15th day of December, 2015.

Passed and adopted this 15th day of December, 2015.



President, Common Council

Approved this 15th day of December, 2015.



Mayor

ATTEST:



City Clerk

VOTE: Ayes 6 Noes 0

City of Oak Creek Common Council Report

Meeting Date: February 7, 2017

Item No.: 17

Recommendation: That the Common Council approves payment of the obligations as listed on the February 1, 2017 Invoice GL Distribution Report.

Background: Of note are the following payments:

1. \$150,885.93 to Compass Mineral Company (pg #6) for salt inventory.
2. \$90,467.11 to Advanced Disposal (pg #1) for recycling.
3. \$7,405.00 to Badger Truck Equipment (pg #3) for salt spreader and the installation of it, along with the plow onto Street Department vehicle #19.
4. \$62,559.98 to Benistar (pg #3) for February Medicare supplement insurance.
5. \$11,326.76 to Buelow Vetter (pg #4) for legal services.
6. \$41,324.22 to C.W. Purpero (pg #21) for Ikea Way street construction.
7. \$16,371.40 to D.F. Tomasini, Inc. (pg #27) for Drexel and 20th Street project.
8. \$5,236.00 to Godfrey & Kahn S.C. (pg #10) for legal services regarding Emerald Row, real estate, and lakefront.
9. \$86,085.00 to Hiller Ford, Inc. (pg #12) for 3 marked squad cars.
10. \$10,793.79 to Kansas City Life Insurance Co (pg #14) for February disability insurance.
11. \$14,110.000 to Payne & Dolan, Inc (pg #20) for asphalt street resurfacing.
12. \$573,679.00 to Pierce Manufacturing, Inc. (pg #1) for fire engine replacement.
13. \$18,158.00 to Oak Creek Water & Sewer (pg #19) for quarterly water and sewer bills.
14. \$5,000.00 Reserve Account (pgs #22-23) for postage refill.
15. \$5,026.50 to Ruckert/Mielke (pg #23) for professional services relating to Lakefront Project, #14036.
16. \$6,967.50 to Securian Financial Group, Inc. (pg #24) for employee life insurance.
17. \$7,574.02 to Short Elliott Hendrickson, Inc (pg #25) for bridge maintenance.
18. \$8,167.91 to Tredroc Tire Services (pg #27) for new tires and rims for city vehicles.
19. \$16,960.00 to Tyler Technologies, Inc. (pg #27) for assessor services.
20. \$85,670.84 to WE Energies (pgs #28-29) for street lighting, electricity and natural gas.
21. \$26,562.26 to Wheaton Franciscan Medical Group (pg #29) for October & December nurse practitioner service, supplies, and pre-employment physicals.
22. \$9,025.93 to WI Court Fines & Surcharges (pg #29) for December court fines.
23. \$16,701.24 to World Fuel (pg #30) for fuel inventory.

Fiscal Impact: Total claims paid of \$1,430,640.44. Of this grand total paid, \$294,650.18 will impact the 2016 fiscal year. The remaining amount, \$1,135,990.26, will impact the 2017 fiscal year.

Prepared by/Fiscal Review by:


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

Respectfully submitted,


Andrew J. Vickers, M.P.A
City Administrator

City of Oak Creek Common Council Report

Meeting Date: February 7, 2017

Item No: 18

Recommendation: Consider a motion to approve the Contract and the Addendum to Administer the Tattoo and Body Piercing Licensing and Inspection Program as an agent for the Department of Safety and Professional Services (DSPS).

Background: The City of Oak Creek was an agent for the Department of Health Services (DHS) for licensing and inspecting these facilities up until 2016. In 2016, the duties for licensing and inspecting Tattoo and Body Piercing Facilities were transferred to the DSPS. The Health Department staff made a recommendation to the Board of Health on January 12, 2017 to forward the agreement between the City of Oak Creek and DSPS to the Common Council for approval and signatures. The Board of Health agreed with this recommendation. Oak Creek City Attorney, Melissa Karls, has reviewed the contract and the addendum, and sees no necessary modifications.

Fiscal Impact: At this time the City of Oak Creek does not have any licensed tattoo and body piercing facilities, but have had them in the past and may in the future. Any fees collected through the licensing and inspection of these facilities will be used to support the Environmental Health program and reimburse the DSPS the required 10%.

Prepared by:



Jacqueline Ove
Interim Health Officer

Reviewed by:



Andrew Vickers
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Addendum A

TATTOOING AND BODY ART TERMS OF AGREEMENT As of January 1, 2017

The last sentence of section VI. Records, Paragraph A., has been removed. The revised paragraph now reads:

VI. RECORDS

- A. The Agent will maintain current records of licensed establishments and facilities within their jurisdiction. Records will include the name, address, ID number and type of establishment. The Agent shall maintain a file record of each establishment licensed under this contract. A file shall minimally contain the latest three (3) years of inspection reports, follow-up investigations, enforcement actions, confirmed complaint follow-ups and summaries, disease outbreak information, variances and waivers. ~~Agents using HealthSpace shall have their inspection and licensing information maintained for 20 years.~~

Agent

Department of Safety and Professional Services

Signature

Michael Berndt, Chief Legal Counsel
Office of the Secretary

Title Interim Health Officer
County/City Oak Creek
Date 02/07/2017

Date January 3, 2017



TATTOOING AND BODY ART TERMS OF AGREEMENT

For

Acting as an Agent of the Wisconsin Department of Safety and Professional Services, as authorized by Wis. Stat. chapter 463 and Wis. Admin. Code chapter SPS 221 to protect public health through enforcement of regulations which will promote safe and adequate care and treatment of individuals receiving tattooing or body piercing and eliminate or greatly reduce the danger of exposing these individuals to communicable disease or infection.

This Agreement is made between the **Wisconsin Department of Safety and Professional Services**, hereafter called "the Department", and the **City of Oak Creek Health Department**, hereafter called "Agent". The effective date shall be November 8, 2016 to December 31, 2021, or your program evaluation, whichever occurs first. Unless specifically terminated, the existing contract shall remain in effect past the expiration date until a new contract can be signed.

I. INSPECTION

- A. Agent will conduct inspections of tattooing establishments, body art establishments and combined tattooing and body art establishments within the geographic jurisdiction of the Agent in accordance with chapter 463, Wis. Stats. and Wis. Admin. Code chapter SPS 221. Additional inspections may be conducted as deemed necessary by the Agent to preserve public health and safety.
- B. Definitions:
 - 1) **"Agent"** means the local public health department operating under the terms of this Agreement.
 - 2) **"Complaint"** means an allegation of a unique incident or concern brought to the attention of Agent or Department regarding a violation of a statute, administrative rule or local public health ordinance or regulation requirement for a facility under the jurisdiction of Agent.
 - 3) **"Conflict of interest"** means any time an employee's action or failure to act could produce a private benefit for the employee or the immediate family or business with which the employee is associated; or the matter is one in which the employee is associated; or the matter is one in which the employee in a private capacity or a member of the employee's immediate family or business with which the employee is associated, has an interest. "Immediate family" means the employee's spouse, children, parents, siblings, or any person who receives more than half of his or her support from the employee or from whom the employee received more than half of his support.
 - 4) **"Department"** means the Wisconsin Department of Safety and Professional Services (DPS).
 - 5) **"Enforcement Action"** means the legal methods used to make operators come into compliance with administrative code and statutory requirements. Enforcement methods include citations, fines, suspension or revocation of establishment licenses, closures and jail terms. Reasons for enforcement action include, but are not limited to noncompliance of written orders, continued repeat violations noted on inspection reports, operating without a valid establishment license and imminent public health and safety violations.

- 6) **“Follow up Inspection”** means a type of inspection that is used at the discretion of the inspector to check back with the establishment operator to ensure that violations of a non-critical nature have been corrected following a routine inspection. Unlike a re-inspection, a follow up inspection is not required. (See definition).
 - 7) **“License”** means a license issued by the Department or its Agent to operate or practice.
 - 8) **“Licensing Period”** means the period from July 1 through June 30.
 - 9) **“Pre-inspection”** means a required inspection for all new establishments and establishments having a change of operator. Pre-inspections must be completed before the new or changed operator may open the establishment to business.
 - 10) **“Reimbursement”** means the portion of the license fee collected by the Agent that shall be returned to the Department.
 - 11) **“Re-inspection”** means the type of inspection that is required to assure that violations have been corrected when an immediate danger to public health exists that cannot be corrected during the routine inspection; continued repeat violations are noted, or an excessive number of violations are observed.
 - 12) **“Routine inspection”** means an evaluation of the operational practices of a licensed establishment. The inspection may be scheduled, unscheduled or may be performed in conjunction with the follow up of a complaint or investigation of a public health or safety concern. A separate inspection form shall be used for each type of visit and each shall be signed by the inspector and the operator.
- C. Pre-licensing and emergency complaint inspections will take priority over routine inspections and re-inspections. Re-inspections shall take priority over routine inspections.
- D. The Department may conduct inspections of establishments in an Agent’s jurisdiction in response to an emergency; for the purpose of monitoring and evaluating the Agents’ licensing, inspection and enforcement program; for the purpose of training or education; or at the request of the Agent. The Department shall make a reasonable effort to notify the Agent before an inspection is conducted. Agent may accompany the Department during inspections.
- E. Agent may, with written approval from the Department, have written agreements with other local units of government to perform inspection activities relating to enforcement of some of the Department’s laws discussed in this Agreement. The Agent holds the enforcement responsibilities under this contract.
- F. Agent shall conduct inspections regarding complaints against regulated establishments in a timely and adequate manner, and in no case shall Agent allow a lapse of more than 30 days from the date a complaint is received until it conducts the investigation.
- G. When Agent receives information that indicates a communicable disease outbreak has occurred at a body art establishment, the Agent shall notify the Department of Health Services Division of Public Health and conduct an investigation into the matter. The Agent shall copy the Department on its communication to the Department of Health Services.

II. ENFORCEMENT

- A. Agent will enforce Chapter SPS 221, Wis. Admin. Code. The Agent will not allow facilities to operate unless properly licensed.
- B. Agent shall have available for evaluation, and have distributed to all health inspectors, a description of the inspection and enforcement plan to be implemented by the Agent. This inspection and enforcement plan and any changes to it shall be reviewed by the Department during periodic evaluations.
- C. Agent will take appropriate enforcement action for significant public health hazards and noncompliance with applicable administrative codes.
- D. Agent will take appropriate enforcement action in response to an immediate danger to public health. Additional reasons for enforcement action include, but are not limited to noncompliance of written orders, continued repeat violations noted on inspections reports, and operating without a valid establishment license.
- E. Upon request from the Agent, the Department may provide assistance in enforcement activities.

III. STAFFING

- A. Agent inspection staff must meet the hiring criteria set forth by local ordinance and personnel practices.
- B. Agent shall make written arrangements for backup of inspection and enforcement staff to assure adequate coverage during the absence of regular staff. These arrangements shall be made available to the Department upon request.
- C. Upon request of the Agent, the Department will provide technical assistance and training. The Agent will cooperate with the Department in conducting training programs for operators and employees of establishments regulated by Wis. Stat. chapter 463 and Wis. Admin. Code chapter SPS 221, which are located in its jurisdiction.
- D. Agent shall prohibit the conducting of inspections by an employee deemed to have a conflict of interest.

IV. LICENSES

- A. No establishment regulated by Wis. Stat. chapter 463 may operate within the Agent jurisdiction without a valid license. A practitioner's license issued by the Department is also required.
- B. A license shall be issued annually to each establishment regulated by the Agent, and shall be placed in a prominent place in the establishment and readily visible to the public.
- C. A minimum of the following shall appear on the annual license: name and complete address of the establishment and the legal licensee; expiration date of the license; license number; "non-transferable" notation; "Post in Plain Public View"; and type of establishment.
- D. All licenses issued by Agent shall expire on June 30, except that new licenses initially issued during the period beginning on April 1 and ending on June 30 expire on June 30 of the following year.
- E. Agent shall accept a current license of a practitioner issued by the Department. Applications for new practitioner licenses shall be made to the Department. The Department will issue all new practitioner licenses.

V. REPORTS

- A. Agent shall make a report to the Department within 10 days after taking any enforcement action involving license suspension, revocation or court action.
- B. By the 10th of each month following the event, Agent shall provide to the Department a list of establishment address or name changes, new establishments issued a license, all changes of operators or partners, and establishments that went out of business unless the Agent is using HealthSpace or current Department software for its licensing and inspection program.
- C. By the 10th of each month, Agent shall report to the Department all temporary tattoo or body-piercing establishment licenses issued during the previous month unless the agent is using HealthSpace or current Department software for its licensing and inspection program.
- D. Within 10 days of any major organizational change, or change of key staff for the direct supervision or implementation of work under this Agreement, a report of the change shall be submitted by the Agent to the Department in writing.
- E. By September 1 of each year, Agent shall provide the Department with a complete roster of all establishments, by type and ID number/license number, issued a license during the previous period of July 1 through June 30 unless the Agent is using HealthSpace or current Department software for its licensing and inspection program.
- F. When a new license is issued, form #3174 shall be sent to the Department unless the Agent is using HealthSpace or current Department software for its licensing and inspection program.
- G. Agent will submit reports as requested by the Department or evaluation staff may request a copy of any inspection report, correspondence or order on any establishment regulated under this Agreement.

VI. RECORDS

- A. The Agent will maintain current records of licensed establishments and facilities within their jurisdiction. Records will include the name, address, ID number and type of establishment. The Agent shall maintain a file record of each establishment licensed under this contract. A file shall minimally contain the latest three (3) years of inspection reports, follow-up investigations, enforcement actions, confirmed complaint follow-ups and summaries, disease outbreak information, variances and waivers. Agents using HealthSpace shall have their inspection and licensing information maintained for 20 years.
- B. Records kept in electronic form shall be in a format that is readily printed or is easily accessible by the Department for audit or evaluation purposes. Copies of all electronic reports shall be maintained separately on disc or in hard copy to prevent loss of data.
- C. The Agent, in accordance with applicable public record statutes and Executive Order 189, shall make any records in Agent's possession that were transferred from the Department accessible to the public.
- D. Records transferred from the Department shall adhere to the same policies as documents issued from the Agent unless specified by the Department.
- E. Agent shall keep records on the cost of issuing licenses to, making investigations and inspections of, providing education, training and technical assistance to establishments regulated by Wis. Stat. chapter 463 and other direct program costs for work under this Agreement.
- F. Agent shall keep records of all revenue, including license fees, pre-inspection fees, change of operator fees, fines, late payments, etc., relating to work covered by this Agreement.
- G. Agent shall keep readily available for use by inspection staff, Department evaluation staff and the public, copies of all pertinent statutes, administrative codes, local ordinances and enforcement procedures.

- H. Agent shall have, and make available for review by Department staff and the public, written procedures for the investigation and follow-up of citizen complaints about facilities regulated by this Agreement.
- I. Agent shall have, and make available to Department staff and the public, written procedures for the investigation and follow-up of reports of suspected or confirmed contraction of a communicable disease related to procedures.
- J. Agent shall have, and make available to Department staff, a written plan of action to ensure that there is cooperation with federal, state and other local agencies in the event of a natural disaster or emergency.
- K. Inspection report forms approved by the Department shall be used for all pre-licensing, routine and follow-up inspections.

VII. REIMBURSEMENT

No later than three (3) months after the close of each fiscal year, the Agent shall provide for the reimbursement to the Department of a portion of fees for each license issued by the Agent in accordance with chapter 463.16, Wis. Stats. The reimbursement amount shall be 10 percent of the State license fee for each license listed in the Fee Schedule in Table 221.05 A, Wis. Admin. Code chapter SPS 221 in the Agent's geographic jurisdiction.

VIII. COSTS

Revenue collected by the Agent from establishments and practitioners to carry out the provisions of this Agreement shall not exceed direct program annual costs.

IX. EVALUATION

- A. The Department may, at any reasonable time, perform an evaluation of the Agent's program. The evaluation may include a review of records, equipment, reports, policy and any relevant material the Department determines is necessary to complete the evaluation. The evaluation may also include a field component. The evaluation process assesses compliance with the provisions of this Agreement and may require up to a week to complete depending on the size of the Agent's program.
- B. Unsatisfactory performance of the provisions of this Agreement, as determined in an evaluation by the Department, may be a condition of termination of this Agreement or placement of Agent on probation.

X. DURATION

The Department may not make changes to this contract during the effective dates of the contract without permission of the Agent.

XI. TERMINATION

- A. Termination of this Agreement by the Department may be based on unsatisfactory performance of the provisions of this agreement by the Agent, as determined by an evaluation by the Department. However, the Agent shall be given the opportunity to respond to the results of the evaluation and negotiate changes necessary to comply with the Agreement.
- B. Upon termination of this Agreement, Agent shall transfer to the Department all applicable inspection and enforcement records and reimburse the Department all amounts due under Article VII of this Agreement. The transfers and reimbursements shall be made by the Agent within 30 days of termination of this Agreement.
- C. The Agreement may be amended periodically to meet the changing requirements of the public health program, and the evolving nature of the Department/Agent relationship.

XII. NONDISCRIMINATION

- A. In connection with the performance of work under this Agreement, Agent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Agent further agrees to take affirmative action to ensure equal employment opportunities. Agent agrees to post in a conspicuous place, available for employees and applicants for employment, notices to be provided by the Department setting forth the provision of the nondiscrimination clause.
- B. In connection with the performance of work under this Agreement, Agent agrees not to discriminate against owners or operators of establishments regulated by this Agreement because of age, race, religion, color, handicap, sex, sexual orientation, or national origin.

XIII. PRIVACY AND CONFIDENTIAL INFORMATION

A. Definitions

- 1) **“Confidential Information”** means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria:
- a. Personally Identifiable Information;
 - b. Information not subject to disclosure under subch. II, Chapter 19, Wis. Stats. Public Records and Property, related to the Department’s employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or
 - c. Information expressly designated as confidential in writing by the Department.
- 2) **“Personally Identifiable Information”** means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
- a. The individual’s Social Security number;
 - b. The individual’s driver’s license number or state identification number;
 - d. The number of the individual’s financial account, including a credit or debit card account numbers, or any security code, access code, or password that would permit access to the individual’s financial account;
 - c. The individual’s DNA profile; or
 - e. The individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.
- 3) **“Corrective Plan of Action”** means a plan developed by the Agent and approved by the Department that the Agent must follow in the event of any threatened or actual use or disclosure of any

Confidential Information not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for by the Agent.

B. Duty of Non-Disclosure and Security Precautions

- 1) The Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in the Agreement, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Agent shall not disclose such Confidential Information to any persons other than those Agent Representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. The Agent shall be responsible for the breach of this Agreement by any said Representatives.
- 2) The Agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.
- 3) The Agent shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Agent on any reproduction, modification, or translation of such confidential Information. If requested by the Department, the Agent shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the Department, as directed.
- 4) The Agent shall return to the Department all Personally Identifiable Information it maintains, possesses or controls, collected on behalf of this Agreement, upon termination of this Agreement and destroy all copies.

C. Legal Disclosure.

If the Agent or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, the Agent shall give the Department's Chief Legal Counsel prompt notice thereof (unless it has a legal obligation to the contrary) to allow the Department to inspect the Confidential Information and seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not obtained, the Agent and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

D. Unauthorized Use, Disclosure or Loss

- 1) Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by the Agreement, or of any Confidential Information being lost or unaccounted for, the Agent shall notify the Department's Chief Legal Counsel of the problem. Such notice shall include, to the best of the Agent's knowledge at that time, the persons affected, their identities, and the Confidential Information disclosed.
- 2) The Agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The Agent shall cooperate with the Department's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a Corrective Action Plan.

Agent

Department of Safety and Professional Services

Signature

Michael Berndt, Chief Legal Counsel
Office of the Secretary

Title Interim Health Officer
County/City Oak Creek
Date 02/07/2017

Date November 8, 2016

City of Oak Creek Common Council Report

Meeting Date: February 7, 2017

Item No: 19

Recommendation: Consider a motion to approve the Interim Health Officer, Jacqueline Ove, and the Deputy Health Officer Anne Barberena to complete an application for the Emerging Leaders in Public Health (ELPH) program from the Kresge Foundation.

Background: This grant was developed by the Kresge Foundation to offer leadership development to emerging leaders at local public health departments. Each team is required to have a current leader in public health and an emerging leader. The team is tasked with developing an innovative, transformative public health concept. As the communities of Oak Creek and South Milwaukee are completing a study regarding shared services, our team would be interested in exploring the development of capacity building/ shared services within the two health departments that would lay the groundwork for continued consolidation efforts if the Council chooses that path..

The advisors of the grant will assist each team with developing a business model for their concept and establish a budget for the concept. If our team is chosen it requires an 18-month commitment and five possible out of state travel meetings for the team members. Here is a link to the Kresge Foundation site to review the grant opportunity <http://kresge.org/ELPH>.

Fiscal Impact: If awarded the grant, the Kresge Foundation will fund a team project up to \$125,000 which will include reimbursement for travel expenses. The funding would be awarded in July 2017.

Prepared by:



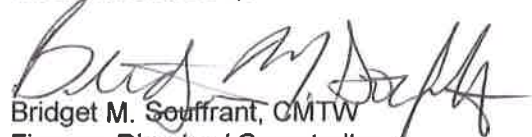
Jacqueline Ove
Interim Health Officer

Reviewed by:



Andrew Vickers
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant, GMTW
Finance Director / Comptroller



Anne Barberena
Deputy Health Officer

City of Oak Creek Common Council Report

Meeting Date: February 7, 2017

Item No.: 20

Recommendation: That the Council adopts Resolution No. 11788-020717 redesignating the roadway through Lake Vista Park and the portion of East Ryan Road east of South 5th Avenue to Lake Vista Parkway and Lake Vista Boulevard.

Background: As part of the lakefront redevelopment project and the development of Lake Vista Park there were several roadway improvements made. The new roadway connection between the intersection of STH100 and 5th Avenue resulted in the termination of East Ryan Road where it had previously crossed the Union Pacific railroad at 3950 E. Ryan Road. This resulted in leaving several properties east of that point with Ryan Road addresses, even though they did not have direct access to Ryan Road west of the railroad tracks.

Likewise the construction of the parkway drive through Lake Vista Park resulted in the creation of multiple properties (all parkland) that would have retained Ryan Road addresses.

This resolution formally designates the now separated portion of Ryan Road east of the new intersection at South 5th Avenue as East Lake Vista Boulevard. It also designates the new parkway drive through Lake Vista Park as Lake Vista Parkway. It should be noted that the proposed address ranges for the new Lake Vista Parkway will have both a south and east address range depending on the orientation of the road (see attached exhibit)

Fiscal Impact: none

Prepared by:



Doug Seymour, AICP
Director of Community
Development

Respectfully submitted,



Andrew J. Vickers, MPA
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11788-020717

BY: _____

RESOLUTION REDESIGNATING THE ROADWAY THROUGH LAKE VISTA PARK AND THE PORTION OF EAST RYAN ROAD EAST OF SOUTH 5TH AVENUE TO LAKE VISTA PARKWAY AND LAKE VISTA BOULEVARD

(4th Aldermanic District)

WHEREAS, the City of Oak Creek recently completed construction of a roadway extension from STH 100 to 5th Avenue, providing improved public access to Lake Vista and Bender Parks, and the Carrollville neighborhood; and

WHEREAS, as part of that public roadway project East Ryan Road was terminated between the west side of the Union Pacific railroad crossing at 3950 E. Ryan Road and the intersection at South 5th Avenue, leaving certain properties with Ryan Road addresses, but without continuous access to Ryan Road, and

WHEREAS, as part of the development of Lake Vista Park a public roadway was constructed through the park between its entrance and the intersection of South 5th Avenue and East American Avenue; and

WHEREAS, the City of Oak Creek desires to name this new roadway as Lake Vista Boulevard and Lake Vista Parkway

NOW, THEREFORE, BE IT RESOLVED that the roadway formerly known as East Ryan Road to the east of its intersection with South 5th Avenue be designated as East Lake Vista Boulevard as illustrated in the attached Exhibit.

BE IT FURTHER RESOLVED that the portion of the newly created parkway drive running north through Lake Vista Park to the intersection of South 5th Avenue and East American Avenue be designated as South Lake Vista Parkway and East Lake Vista Parkway as illustrated on the attached Exhibit.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February, 2017.

Passed and adopted this ____ day of _____, 2017.

President, Common Council

Approved this ____ day of _____, 2017.

Mayor

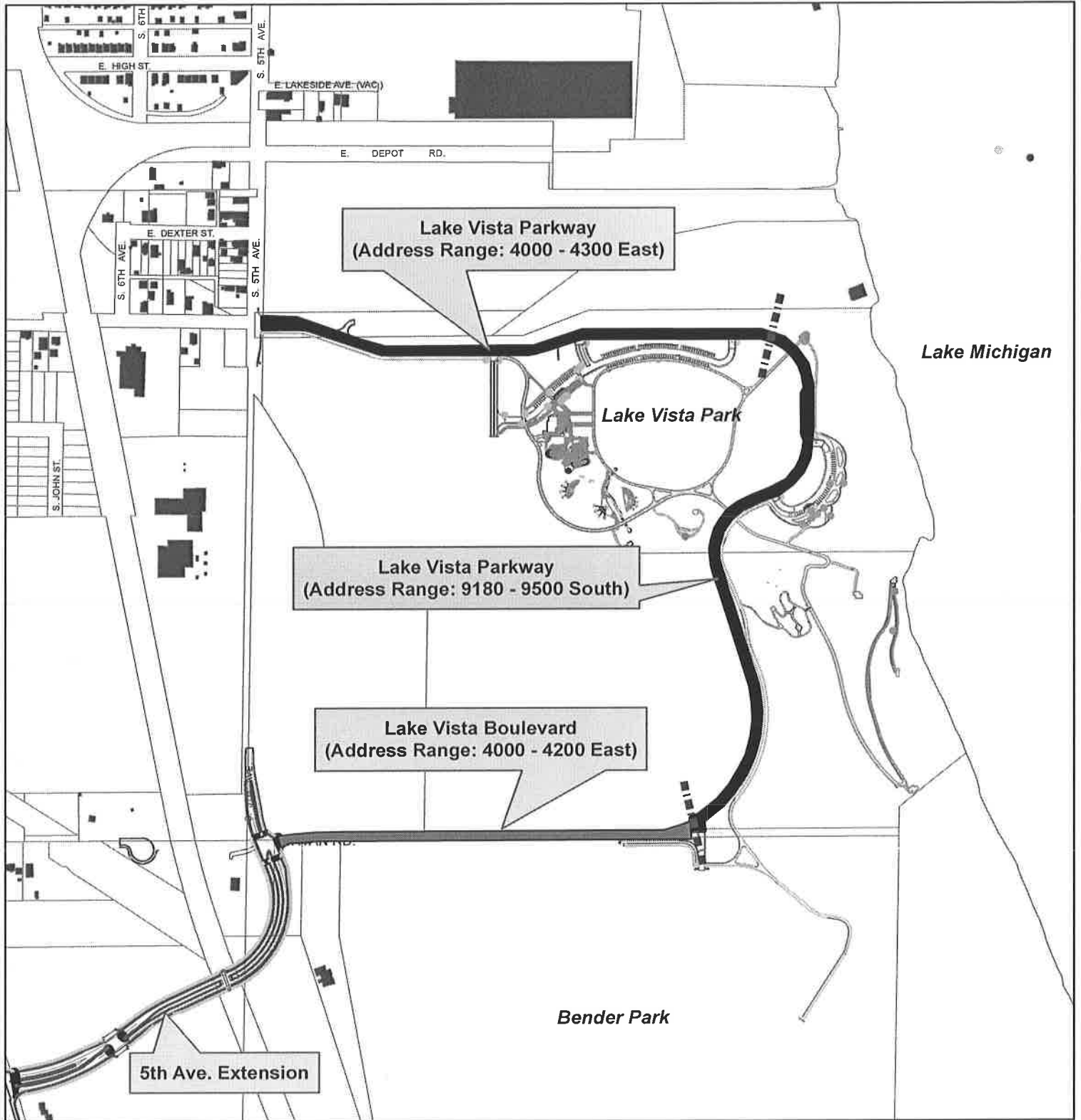
ATTEST:

City Clerk

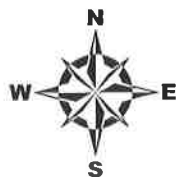
VOTE: Ayes ____ Noes ____

Location Map

Lake Vista Parkway / Lake Vista Boulevard



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



Legend

-  Lake Vista Parkway
-  Lake Vista Boulevard

City of Oak Creek Common Council Report

Meeting Date: February 7, 2017


Item No.: 21

Recommendation: That the Common Council adopts Resolution No. 11791-020717, approving the second amendment to Carrollville Crossings Subdivision development agreement for the design and installation of public improvements at 8781 S. 5th Avenue for Carrollville Crossings Addition No. 1. (Tax Key No. 865-0114-000) (Project Nos. 16053 and 16054) (4th Aldermanic District)


Background: This development agreement is for the installation of public infrastructure for an eight-lot subdivision. Kaerek Builders, Inc. is developing this property as an addition to the existing single-family residential development. This land was originally designed and zoned for multi-family development. The Plan Commission approved a 13-lot single family development at the September 14, 2010 meeting. The developer revised this plan to an eight-lot development to better match the existing lot size of the adjacent parcels. The 8-lot layout was approved at the November 1, 2017 Plan Commission meeting. This development agreement will allow for the installation of the required water, sanitary and storm laterals to each individual lot. Also, the reconstruction of the pavement section along E. Cooper Court and resurfacing of S. 6th Street fronting this development will be completed in this phase. The existing detention pond will be improved with this development as well. This agreement will provide the City with the authority to direct and control the design and construction of the required public improvement to ensure they meet City codes and specifications.

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

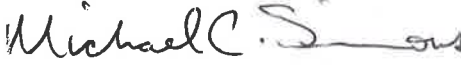
Prepared by:


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

Respectfully submitted:


Andrew J. Vickers, M.P.A.
City Administrator

Approved by:


Michael C. Simmons, P.E.
City Engineer

Fiscal review by:


Bridget M. Souffrant
Finance Director/Comptroller

RESOLUTION NO. 11791-020717

BY: _____

**RESOLUTION APPROVING THE SECOND AMENDMENT
TO THE CARROLLVILLE CROSSINGS SUBDIVISION
DEVELOPMENT AGREEMENT**

TAX KEY NO. 865-0114-000

(4TH ALDERMANIC DISTRICT)

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

BE IT FURTHER RESOLVED that the second amendment to the Development Agreement attached hereto and incorporated herein by reference, by and between Kaerek Builders, Inc as party of the first part, and the CITY OF OAK CREEK, as party of the second party, be and the same is hereby approved.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February, 2017.

Kenneth Gehl, Common Council President

Approved this 7th day of February, 2017.

Stephen Scaffidi, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes: _____ Noes: _____

Document Number

CARROLLVILLE CROSSINGS SUBDIVISION
Second Amendment to
Development Agreement
Document Title

Recording Area

Douglas W. Seymour, Director
Dept. of Community Development
8040 S 6th Street
Oak Creek, WI 53154
Name and Return Address

865-9977-001, 865-9999

Parcel Identification Number (PIN)

SECOND AMENDMENT TO CARROLLVILLE CROSSINGS SUBDIVISION DEVELOPMENT AGREEMENT

WHEREAS, the City of Oak Creek ("City") and David Schmidt, Sr. 8888 Garden Lane, Greendale, WI, 53129, entered into a development agreement ("Development Agreement") for the Carrollville Crossings Subdivision on December 30, 2003, which agreement was recorded with the Milwaukee County Register of Deeds office on January 1, 2004, as Document #8718671, Reel 5753, images 2587-2613, and;

WHEREAS, the development was taken over by and is being constructed by Kacrek Builders, Inc., ("Developer") 2077 S. 116th Street, West Allis, WI 53227, and;

WHEREAS, the First Amendment to the Development Agreement was recorded with the Milwaukee County Register of Deeds office on August 5, 2011, as Document #10020660.

WHEREAS, the Development Agreement refers to the following described lands:

LANDS TO BE ZONED RS-3

Being a part of the Northeast $\frac{1}{4}$ of Section 23, Township 5 North, Range 22 East, in the City of

Thence N89°46'27" E, 333.03 feet to the place of beginning.
Said lands containing 1.4032 acres.

LANDS TO BE ZONED RM-1 (CHANGED TO RS-4)

Being a part of the Northeast ¼ of Section 23, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows:
Commencing at the Northeast corner of said Northeast ¼, said corner also being the point of beginning of the lands to be described;
Thence S00°50'07" W, along the East line of said Northeast ¼, 1,101.59 feet;
Thence S89°53'32" W, 482.09 feet;
Thence N00°51'08" E, 335.47 feet to the arc of a curve;
Thence Northwesterly, 109.98 feet along the arc of a curve whose center is to the West, whose radius is 100.00 feet and whose chord bears N30°40'12" W, 104.52 feet;
Thence N00°04'59" W, 676.21 feet to the North line of said Northeast ¼;
Thence N89°54'42" E, along said North line, 547.45 feet to the place of beginning.
Said lands containing 13.1532 acres.

PARKLANDS

Being a part of the Northeast ¼ of Section 23, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows:
Commencing at the Northeast corner of said Northeast ¼, said corner also being the point of beginning of the lands to be described;
Thence S00°50'07" W, along the East line of said Northeast ¼, 559.04 feet;
Thence N89°09'53" W, 40.11 feet;
Thence N74°02'24" W, 321.60 feet;
Thence S89°41'14" W, 189.30 feet;
Thence N00°04'59" W, 470.16 feet to the North line of said Northeast ¼;
Thence N89°54'42" E, along said North line, 547.45 feet to the place of beginning.
Said lands containing 6.2596 gross acres.

WHEREAS, the City and Developer agree to amend the Development Agreement to include the changes made to the preliminary plat and zoning, and;

WHEREAS, after a public hearing on August 17, 2010, the Common Council approved ordinance No. 2594, rezoning property 8781 S. 5th Avenue from RM-1 Multi-family residential to RS-4 Single family residential and property at 8871 S. 5th Avenue from B-1 Local Business to RS-4 Single Family Residential, and;

WHEREAS, the Plan Commission approved a 13-lot preliminary plat submitted by Kaerek Homes for the Carrollville Crossings Addition Number 1 at the September 14, 2010 meeting, and;

WHEREAS, the Plan Commission approved a revised 8-lot preliminary plat submitted by Kaerek Homes for Carrollville Crossings Addition Number 1 at the November 8, 2016 meeting, and;

WHEREAS, S.236.13(2)(a), Wis. Stats., and Chapter 14 of the Municipal Code of the City, provide that as a condition of approval, the Common Council of the City of Oak Creek may require that the Developer make and install any public improvements reasonably necessary, and;

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

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

NOW, THEREFORE, in consideration of the payment of \$1.00, and in consideration of the mutual covenants listed below, the parties agree that the Development Agreement be amended to provide the following four items are removed from the first amendment to the development agreement:

Required Public Improvements for lands changed from B-1 to RS-4

- D. The storm lateral for Lot 2 of the CSM will be temporarily connected to the existing catch basin until such time as the storm sewer main is extended in E. Cooper Court to serve Lot 2. The storm sewer extension will be required for the development of the single family lots on the north side of E. Cooper Court.

Required Public Improvements for lands changed from RM-1 to RS-4

- D. Sanitary sewer main to be extended along E. Cooper Court to serve the proposed lots on the north side.
- E. Storm sewer main line is designed for the additional lots and storm water management plan.
- H. Storm sewer main line is extended in E. Cooper Court and Lot 2 of CSM has permanent storm lateral installed.

All construction required by this Agreement shall be carried out and performed in a sequence agreed upon by the City Engineer and the Developer subject to delays beyond the control of the Developer.

Easements

The Developer shall acquire and dedicate to the City all public easements necessary to install and maintain public improvements required by this agreement. Permanent easements and deeds, on forms acceptable to the City, on or through private lands, shall be negotiated and obtained by the Developer, at his expense. The Developer shall provide just compensation for easements required offsite in accordance with the City's easement acquisition policy.

Except as herein modified, the Development Agreement thereto shall remain in full force and effect. The Developer shall be responsible for all costs of public improvements.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their several seals the day and year first above written, the name and corporate seal of each corporate body being hereto affixed and the instrument duly signed by its duly authorized representatives.

In presence of:

Kaerek Builders, Inc.

JAN FRANCKI

Michael J. Kaerek
Michael J. Kaerek, President

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of JANUARY, 2017, the above-named, Michael J. Kaerek, of Kaerek Builders, Inc., to me known to be the person who executed the foregoing instrument and to me known to be such President of said corporation, acknowledged that he executed the foregoing instrument as such officer.

JAN FRANCKI
Notary Public

MILWAUKEE County, Wisconsin

My commission expires 11-22-19



CITY OF OAK CREEK

STEPHEN A. SCAFFIDI, Mayor

Countersigned:

CATHERINE A. ROESKE, City Clerk

STATE OF WISCONSIN
(SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2017, STEPHEN A. SCAFFIDI, Mayor and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by its Common Council on the ____ day of _____, 2017.

Notary Public

_____ County, Wisconsin

My commission expires _____

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

Approved as to form:

Mellissa L. Karls, City Attorney

City of Oak Creek Common Council Report

Meeting Date: February 7, 2017

Item No.: 22

Recommendation: That the Common Council adopts Resolution No. 11794-020717 authorizing the Mayor and City Clerk to enter into a contract with Vandewalle & Associates for the preparation of the project plans for an amendment to Tax Incremental District No. 6 and the creation of Tax Incremental District No. 13 in an amount not to exceed \$20,000. (4th and 6th Aldermanic Districts)

Background: At the November 5, 2016 meeting, the Common Council authorized staff to take preliminary steps to create Tax Increment District No. 13 (TID 13) for the Lake Vista neighborhood.

TID 13 is being created as a blighted district and will be designated as a recipient TIF district. Tax Incremental District No. 6 (TID 6) will serve as the donor district.

An initial step in this process is the preparation of a project plan for the recipient district (TID 13) and an amendment to the project plan for the donor district (TID 6).

Given the intricacies involved in the designation of these districts as a donor and recipient it is prudent to engage professional assistance in the preparation of these project plans. Vandewalle & Associates has submitted a proposal (attached) to complete this work on behalf of the City. Vandewalle & Associates had completed the initial work on the establishment and subsequent amendment of a redevelopment district for this area. They have also been engaged to complete an updated blight study that will serve as a basis for the creation of TID 13.

FISCAL IMPACT: The contract amount is not to exceed \$20,000 and is reimbursable as a project cost for TID 13.

Prepared by:



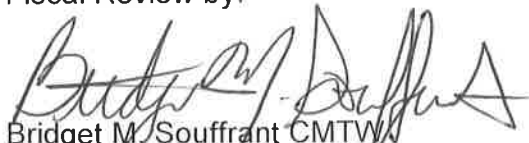
Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Andrew J. Vickers, MPA
City Administrator

Fiscal Review by:



Bridget M. Souffrant CMTW
Finance Director/Comptroller

RESOLUTION NO. 11794-020717

BY: _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH VANDEWALLE & ASSOCIATES FOR THE PREPARATION OF PROJECT PLANS FOR CITY OF OAK CREEK TAX INCREMENTAL DISTRICT NO. 6 AND NO. 13

WHEREAS, on November 15, 2016 the Common Council authorized staff to take preliminary steps to create Tax Increment District No. 13 (TID 13) for the Lake Vista neighborhood.; and

WHEREAS, TID 13 is proposed as a recipient tax increment district, utilizing donor funds from City of Oak Creek Tax Increment District No. 6 (TID 6); and

WHEREAS, Pursuant to Wisconsin Statutes Sec. 66.1105(6)(f)1, a planning commission may amend the project plan of a tax incremental district to allocate positive tax increments generated by that tax incremental district to another tax incremental district created by that planning commission or to an environmental remediation tax incremental district; and

WHEREAS, the project plan for the donor district (TID 6) must be amended per State Statute; and

WHEREAS, the project plan for the recipient district (TID 13) must be created per State Statute; and

WHEREAS, the Staff has reviewed the proposed scope of services from Vandewalle & Associates to prepare the project plan for TID 13 and to prepare the project plan amendment for TID 6 for a cost not to exceed \$20,000; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council to select Vandewalle & Associates to prepare the project plans and associated documents for the amendment of TID 6 and the creation of TID 13.

BE IT FURTHER RESOLVED that the Council authorizes the Mayor and City Clerk to execute a contract not to exceed \$20,000 for such purpose.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February 2017.

Passed and adopted this ____ day of _____, 2017.

President, Common Council

Approved this _____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



VANDEWALLE & ASSOCIATES INC.

January 27, 2017

Agreement for TIF Creation and TIF Amendment Services

THIS AGREEMENT is made and entered into by and between the “Client” City of Oak Creek, Wisconsin, and VANDEWALLE & ASSOCIATES, Madison, Wisconsin, a professional planning, economic development and design firm. For purposes of this Agreement, the “Project” is defined as a Tax Increment Finance District Creation for the downtown area of the City.

Article I Scope of Work

A. VANDEWALLE & ASSOCIATES agrees to provide the following “Services”:

This work will consist of preparing all of the documents and draft notices and conducting all of the required meetings necessary to establish a TIF District and amend a TIF District in full compliance with state statutes.

VANDEWALLE & ASSOCIATES agrees to provide the following tasks:

Task 1: Meeting to Define General TIF Boundaries and Projects

VANDEWALLE & ASSOCIATES will meet with the City officials and others as appropriate to discuss: the area of the proposed District; potential redevelopment projects and the types of TIF participation they may require; potential public improvement projects and other TIF-eligible costs; the pros and cons of “blighted” and “mixed-use” districts and determination of the best fit for Oak Creek.

120 East Lakeside Street • Madison, Wisconsin 53715 • 608.255.3988 • 608.255.0814 Fax
342 North Water Street • Milwaukee, Wisconsin 53202 • 414.421.2001 • 414.732.2035 Fax
www.vandewalle.com

Shaping places, shaping change

Task 2: TIF and Amendment Creation Schedule

VANDEWALLE & ASSOCIATES will prepare and maintain a detailed TIF creation and amendment schedule and task list including dates for all required meetings/hearing and notices, data gathering, and related administrative tasks.

Task 3: Preparation of Draft TIF Project Plan

VANDEWALLE & ASSOCIATES will assemble information and prepare a creation and amendment draft project plan documents with all related appendices in conformance with state law for City review and discussion. Based on that, the document will then be revised for Plan Commission, City Council, and Joint Review Board approvals. Consistent with statutory requirements, the project plan will include, among other items:

- TIF boundary map
- Existing and future land use and zoning maps
- Table of parcels, owners, addresses, uses and values
- Projected assessed property values and tax revenues
- Proposed schedule of projects and their associated costs
- Potential financing methods
- Financial feasibility analysis

Task 4: Draft Notices

VANDEWALLE & ASSOCIATES will prepare draft letters, notices, taxing jurisdiction letters, and agendas for all public meetings pertaining to the creation and amendment of the District for the City to finalize and post or transmit as required.

Task 5: Draft Resolutions

VANDEWALLE & ASSOCIATES will prepare draft adoption resolutions for the Plan Commission, City Council, and Joint Review Board and reports with related findings for City review and finalization.

Task 6: Document Delivery

VANDEWALLE & ASSOCIATES will provide one paper copy and an electronic file of each version of the project plan and all other documents to the City for reproduction and distribution. Additional hard copies can be provided for an additional cost.

Task 9: Meetings and Hearings

VANDEWALLE & ASSOCIATES will attend and participate in all required Plan Commission, City Council and Joint Review Board meetings.

Task 10: Final Plans Assembly

VANDEWALLE & ASSOCIATES will organize the final project plans and all appendices for submittal to DOR. Appendices will include all notices, meeting minutes, resolutions, legal description, and attorney opinion.

Task 11: Draft DOR Forms

VANDEWALLE & ASSOCIATES will prepare a draft of the City Clerk and Assessor's TIF Creation forms for their respective review, signatures and transmittal to the Department of Revenue.

Additional Provisions

For the greatest cost efficiencies to the City and as may be required by law, VANDEWALLE & ASSOCIATES recommends the City Staff, City Engineer, Financial Advisor, and Attorney provide the following given their extensive knowledge of the community, access to existing records and/or expertise. However, to the extent that the City does not have individuals available to perform these, VANDEWALLE & ASSOCIATES can help identify other professionals who can:

- A. Provide information to VANDEWALLE & ASSOCIATES to assist in preparation of the project plan. Information may include: tax parcel information; TIF boundary mapping; TIF boundary legal description; proposed public improvement project descriptions and estimated costs; TIF financial statements and revised projections; and other information needed to complete the project plan. (City Staff and County)
 - B. Preparation of a legal description of the TID boundary. (City Engineer)
 - C. Review of financial forecasts (City Financial Advisor)
 - D. Reproduction and distribution of all documents and correspondence to the Joint Review Board, Plan Commission, and City Council with appropriate attachments. (City Staff)
 - E. Finalization and transmittal of Class 2 notices to the local newspaper and securing Proofs of Publication. (City Staff)
 - F. Finalization of all resolutions. (City Attorney)
 - G. Making copies of the plan available for public review and providing copies as requested. (City Staff)
 - H. Assistance in the presentation of the project plan to the Joint Review Board, Plan Commission, and City Council. (City Staff)
 - I. Preparation of a legal opinion as to compliance of the State of Wisconsin statutory process. (City Attorney)
 - J. Final submittal of all required documents to DOR with addresses and formatting instructions to be provided by VANDEWALLE & ASSOCIATES. (City Clerk and Assessor)
- B. Additional Services, beyond those stated in Article I.A., may be provided through a "Work Order".
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

Article II Client's Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. Client acknowledges that although VANDEWALLE & ASSOCIATES may provide municipal advice for this Project as defined in Securities and Exchange Rule 15Ba1-1, VANDEWALLE & ASSOCIATES is not an Independent Registered Municipal Advisor (IRMA) and is, therefore, not subject to the specific rules and fiduciary standard required of an IRMA when providing advice on the potential issuance of municipal securities. Advice, if any, provided by VANDEWALLE & ASSOCIATES to the Client with respect to the issuance of municipal securities shall be discussed with Client's IRMA before taking any action. Should there be questions or concerns about VANDEWALLE & ASSOCIATES' role in this Project, Client shall talk immediately with Client's IRMA and/or seek appropriate legal assistance. In accordance with the above, Client shall provide VANDEWALLE & ASSOCIATES an original, signed copy of a City of Oak Creek disclosure indicating that Client has retained an IRMA to provide advice for the Project.
- C. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Doug Seymour, Director of Development.
- D. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name	Title
------	-------

Name	Title
------	-------

- E. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.
- F. Client shall not make any modifications to the Deliverables identified in Article I.A., without the prior written consent of VANDEWALLE & ASSOCIATES. If Client does make any modifications to such Deliverables without the consent of VANDEWALLE & ASSOCIATES, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence from January 9, 2017, and be in effect for six months.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis, with the budget set not to exceed \$20,000. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services

for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).

- B. Invoice charges to the Client are divided into these two elements:
 - 1. Professional Fees.
Charged for all Services rendered at current billing rates as listed in Attachment One.
 - 2. Reimbursable Expenses.
 - a. Most will be invoiced at cost, including travel and all in-house charges.
 - b. Some Reimbursable Expenses will be charged at cost multiplied by 1.1. These are limited to items charged through a third party vendor. Examples of these would include: printing, reproduction, and delivery charges.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month, by the 1st Monday of the month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice, by 20th of the month. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable

Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, "Work Product" means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for

Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.
- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. Client and VANDEWALLE & ASSOCIATES agree to indemnify, defend and hold one another, their agents and employees harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees) to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are directly caused by either's gross negligence or willful misconduct.
- E. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, "prevailing party" shall include a

party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- F. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.
- G. All Services performed pursuant to the Agreement are performed on an “as is” basis, and VANDEWALLE & ASSOCIATES hereby disclaims all warranties, express or implied, including, but not limited to, fitness for a particular purpose and non-infringement. In no event shall VANDEWALLE & ASSOCIATES be liable to Client or any third party for any losses, lost profits, lost data, consequential, special, incidental, or punitive damages, delays, or interruptions arising out of or related to this Agreement regardless of the basis of the claim. VANDEWALLE & ASSOCIATES’ aggregate liability (including attorneys’ fees) to Client and Client’s exclusive remedy, if any, shall not exceed the lesser of the (i) amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client with regard to the Services or the Work Order for which liability has been asserted, or (ii) amount of fees actually paid to VANDEWALLE & ASSOCIATES by Client in the previous two months prior to the claim being made.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

City of Oak Creek

By:

Signature of Authorized Representative	Date
--	------

Printed Name	Title
--------------	-------

VANDEWALLE & ASSOCIATES
January 27, 2017

City of Oak Creek /TIF Creation Services

11

VANDEWALLE & ASSOCIATES

By:

Nonna Anderson, Business Manager

Date

FEE SCHEDULE

	<u>Hourly Rates</u>
Company President	\$220 to \$250
Principal	\$160 to \$220
Associate	\$85 to \$120
Assistant	\$75 to \$85
GIS Analyst/Cartographer	\$75 to \$85
Communications Specialist	\$60 to \$100
Project Assistant	\$40 to \$65

City of Oak Creek Common Council Report

Meeting Date: February 7, 2017

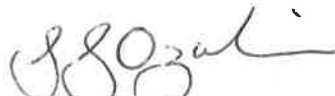
Item No.: 23

Recommendation: That the Common Council approve Resolution No. 11789-020717, accepting the workmanship and authorizing final payment to Payne & Dolan, Inc., for Project No. 13024. This project involved the installation of roadway improvements in various locations city wide (1st, 2nd, 3rd, 4th & 5th Aldermanic Districts)

Background: This project was authorized by the Common Council as part of the Capital Improvement Program, and was awarded on June 18, 2013.

Fiscal Impact: Final payment of \$14,110.00 is to be paid with CIP provided funding.

Prepared by:



J. John Ozolins
Senior Engineering Technician

Respectfully submitted:



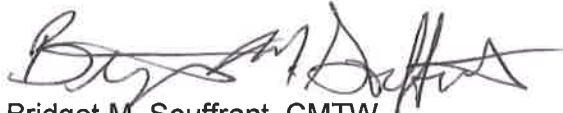
Andrew J. Vickers, M.P.A.
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11789-020717

BY: _____

**RESOLUTION ACCEPTING THE WORKMANSHIP OF
Payne & Dolan, Inc.
AND AUTHORIZING FINAL PAYMENT**

**Various Locations City Wide
Street Improvements**

PROJECT NO. 13024

(1st, 2nd, 3rd, 4th & 5th ALDERMANIC DISTRICTS)

WHEREAS, the City of Oak Creek, hereinafter referred to as the City, and Payne & Dolan, Inc., hereinafter referred to as the contractor, entered into a contract whereby the Contractor agreed to perform certain public works under Project No. 13024 for the installation of street improvements in the City of Oak Creek, in accordance with plans and specifications prepared by the City Engineer for the agreed price of \$934,815.10; and,

WHEREAS, said total final contract price has been determined to be \$1,003,705.52 as computed by the City Engineer using actual quantities, as measured, additions and deletions to the contract, and contract unit prices; and,

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

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

WHEREAS, the City Engineer has submitted his final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account, the sum of \$14,110.00.

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

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

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

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

BE IT FURTHER RESOLVED that the City, through its proper officials, issues its voucher in the sum of \$14,110.00 to the Contractor in full and final payment of the City's obligations under this contract.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February, 2017.

Passed and adopted this 7th day of February, 2017.

President, Common Council

Approved this 7th day of February, 2017.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 DESCRIPTION: Asphalt Street Resurfacing
 GENERAL CONTRACTOR: Payne & Dolan

PREAPRED FOR Tuesday, February 07, 2017 COUNCIL MEETING
 COUNCIL RESOLUTION NUMBER: 11789020717

LOCATION	BID PRICE	AS-BUILT COST	AMOUNT OVER / UNDER
Susan Drive	\$ 67,685.30	\$ 64,274.88	\$ (3,410.42)
Barbara Court	\$ 26,999.90	\$ 19,605.66	\$ (7,394.24)
Ryan Road	\$ 83,307.90	\$ 94,785.16	\$ 11,477.26
South 10th Avenue	\$ 31,862.10	\$ 31,054.15	\$ (807.95)
Willow Heights Park Pathway	\$ 29,042.50	\$ 30,193.85	\$ 1,151.35
Verdev Drive	\$ 117,445.60	\$ 94,460.19	\$ (22,985.41)
Griffin Avenue	\$ 35,497.90	\$ 58,541.41	\$ 23,043.51
Valbeth Drive	\$ 35,937.00	\$ 37,006.48	\$ 1,069.48
Fitzsimmons Road	\$ 63,608.30	\$ 82,032.48	\$ 18,424.18
Minnesota Avenue	\$ 21,283.80	\$ 25,701.63	\$ 4,417.83
Parkway Estates Drive	\$ 109,364.85	\$ 124,642.81	\$ 15,277.96
Pine Avenue	\$ 71,555.35	\$ 59,217.04	\$ (12,338.31)
American Avenue	\$ 38,207.15	\$ 44,125.42	\$ 5,918.27
Crane Drive	\$ 38,216.90	\$ 45,526.79	\$ 7,309.89
Darlene Lane	\$ 18,453.70	\$ 20,362.04	\$ 1,908.34
Logan Avenue	\$ 50,970.50	\$ 52,899.03	\$ 1,928.53
Manitowoc Avenue	\$ 57,941.20	\$ 80,280.59	\$ 22,339.39
Michigan Avenue	\$ 37,435.15	\$ 38,995.90	\$ 1,560.75
TOTALS:	\$ 934,815.10	\$ 1,003,705.51	\$ 68,890.41

PREPARED BY: J. John Ozolins
 Senior Engineering Technician

BID APPROVAL DATE: Tuesday, June 18, 2013
 CONTRACT DATED: Tuesday, July 02, 2013

DATE PREPARED: January 26, 2017

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Susan Drive
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	25	0	\$ 0.80	\$ 20.00	\$ -	\$ (20.00)
2	Sawcut Concrete Pavement	0	0	\$ 1.20	\$ -	\$ -	\$ -
3	Removing Pavement Butt Joints	0	0	\$ 7.65	\$ -	\$ -	\$ -
4	Removing Asphaltic Surface Butt Joints	0	0	\$ 6.25	\$ -	\$ -	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	0	0	\$ 0.21	\$ -	\$ -	\$ -
7	Remove Asphalt Pavement	3250	2770	\$ 2.04	\$ 6,630.00	\$ 5,650.80	\$ (979.20)
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	0	0	\$ 48.83	\$ -	\$ -	\$ -
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	0	0	\$ 4.45	\$ -	\$ -	\$ -
12	Cracking & Seating	0	0	\$ 0.65	\$ -	\$ -	\$ -
13	Grade & Compact Base Course	3250	2770	\$ 0.92	\$ 2,990.00	\$ 2,548.40	\$ (441.60)
14	Remove & Replace Curb & Gutter, 31"	395	394	\$ 30.22	\$ 11,936.90	\$ 11,906.68	\$ (30.22)
15	Match Curb & Gutter	140	130	\$ 15.00	\$ 2,100.00	\$ 1,950.00	\$ (150.00)
16	Undercut, Undistributed	110	0	\$ 20.50	\$ 2,255.00	\$ -	\$ (2,255.00)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	660	642.02	\$ 51.95	\$ 34,287.00	\$ 33,352.94	\$ (934.06)
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	0	0	\$ 5.00	\$ -	\$ -	\$ -
22	Pavement Marking, Epoxy, 12"	7	0	\$ 5.20	\$ 36.40	\$ -	\$ (36.40)
23	Repair Storm Structure	2	4	\$ 490.00	\$ 980.00	\$ 1,960.00	\$ 980.00
24	Storm Inlet	2	2	\$ 2,125.00	\$ 4,250.00	\$ 4,250.00	\$ -
25	Adjust Valve Box	0	0	\$ 249.00	\$ -	\$ -	\$ -
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	200	241.46	\$ 11.00	\$ 2,200.00	\$ 2,656.06	\$ 456.06
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 67,685.30	\$ 64,274.88	\$ (3,410.42)

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Barbara Court
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	415	32	\$ 0.80	\$ 332.00	\$ 25.60	\$ (306.40)
2	Sawcut Concrete Pavement	0	0	\$ 1.20	\$ -	\$ -	\$ -
3	Removing Pavement Butt Joints	0	0	\$ 7.65	\$ -	\$ -	\$ -
4	Removing Asphaltic Surface Butt Joints	0	0	\$ 6.25	\$ -	\$ -	\$ -
5	Removing Asphalt Surface, Milling	2150	2150	\$ 1.23	\$ 2,644.50	\$ 2,644.50	\$ -
6	Remove Concrete Surface, Partial Depth	0	0	\$ 0.21	\$ -	\$ -	\$ -
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	0	0	\$ 48.83	\$ -	\$ -	\$ -
10	Base Patching For Asphalt Pavement	60	0	\$ 35.00	\$ 2,100.00	\$ -	\$ (2,100.00)
11	Joint Repair	0	0	\$ 4.45	\$ -	\$ -	\$ -
12	Cracking & Seating	0	0	\$ 0.65	\$ -	\$ -	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	75	65	\$ 30.22	\$ 2,266.50	\$ 1,964.30	\$ (302.20)
15	Match Curb & Gutter	20	18	\$ 15.00	\$ 300.00	\$ 270.00	\$ (30.00)
16	Undercut, Undistributed	60	0	\$ 20.50	\$ 1,230.00	\$ -	\$ (1,230.00)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	310	245.26	\$ 51.95	\$ 16,104.50	\$ 12,741.26	\$ (3,363.24)
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	0	0	\$ 5.00	\$ -	\$ -	\$ -
22	Pavement Marking, Epoxy, 12"	12	0	\$ 5.20	\$ 62.40	\$ -	\$ (62.40)
23	Repair Storm Structure	4	4	\$ 490.00	\$ 1,960.00	\$ 1,960.00	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	0	0	\$ 249.00	\$ -	\$ -	\$ -
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 26,999.90	\$ 19,605.66	\$ (7,394.24)

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: East Ryan Road
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	215	238	\$ 0.80	\$ 172.00	\$ 190.40	\$ 18.40
2	Sawcut Concrete Pavement	50	23	\$ 1.20	\$ 60.00	\$ 27.60	\$ (32.40)
3	Removing Pavement Butt Joints	0	0	\$ 7.65	\$ -	\$ -	\$ -
4	Removing Asphaltic Surface Butt Joints	0	0	\$ 6.25	\$ -	\$ -	\$ -
5	Removing Asphalt Surface, Milling	6600	6800	\$ 1.23	\$ 8,118.00	\$ 8,364.00	\$ 246.00
6	Remove Concrete Surface, Partial Depth	0	0	\$ 0.21	\$ -	\$ -	\$ -
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	25	25	\$ 10.00	\$ 250.00	\$ 250.00	\$ -
9	Base Patching For Concrete Pavement	0	0	\$ 48.83	\$ -	\$ -	\$ -
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	0	0	\$ 4.45	\$ -	\$ -	\$ -
12	Cracking & Seating	0	0	\$ 0.65	\$ -	\$ -	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	0	0	\$ 30.22	\$ -	\$ -	\$ -
15	Match Curb & Gutter	0	0	\$ 15.00	\$ -	\$ -	\$ -
16	Undercut, Undistributed	0	0	\$ 20.50	\$ -	\$ -	\$ -
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	1330	1532.76	\$ 51.95	\$ 69,093.50	\$ 79,626.88	\$ 10,533.38
19	Stone Shoulder	45	62.53	\$ 42.80	\$ 1,926.00	\$ 2,676.28	\$ 750.28
20	Pavement Marking, Epoxy, 4"	9000	8865	\$ 0.40	\$ 3,600.00	\$ 3,546.00	\$ (54.00)
21	Pavement Marking, Epoxy, 6"	0	0	\$ 5.00	\$ -	\$ -	\$ -
22	Pavement Marking, Epoxy, 12"	17	20	\$ 5.20	\$ 88.40	\$ 104.00	\$ 15.60
23	Repair Storm Structure	0	0	\$ 490.00	\$ -	\$ -	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	0	0	\$ 249.00	\$ -	\$ -	\$ -
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 83,307.90	\$ 94,785.16	\$ 11,477.26

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: South 10th avenue
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	170	216	\$ 0.80	\$ 136.00	\$ 172.80	\$ 36.80
2	Sawcut Concrete Pavement	20	40	\$ 1.20	\$ 24.00	\$ 48.00	\$ 24.00
3	Removing Pavement Butt Joints	0	0	\$ 7.65	\$ -	\$ -	\$ -
4	Removing Asphaltic Surface Butt Joints	0	0	\$ 6.25	\$ -	\$ -	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	0	0	\$ 0.21	\$ -	\$ -	\$ -
7	Remove Asphalt Pavement	2000	2000	\$ 2.04	\$ 4,080.00	\$ 4,080.00	\$ -
8	Remove Concrete Pavement	10	0	\$ 10.00	\$ 100.00	\$ -	\$ (100.00)
9	Base Patching For Concrete Pavement	0	0	\$ 48.83	\$ -	\$ -	\$ -
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	0	0	\$ 4.45	\$ -	\$ -	\$ -
12	Cracking & Seating	0	0	\$ 0.65	\$ -	\$ -	\$ -
13	Grade & Compact Base Course	2000	2000	\$ 0.92	\$ 1,840.00	\$ 1,840.00	\$ -
14	Remove & Replace Curb & Gutter, 31"	0	0	\$ 30.22	\$ -	\$ -	\$ -
15	Match Curb & Gutter	0	0	\$ 15.00	\$ -	\$ -	\$ -
16	Undercut, Undistributed	70	0	\$ 20.50	\$ 1,435.00	\$ -	\$ (1,435.00)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	410	424.81	\$ 51.95	\$ 21,299.50	\$ 22,068.88	\$ 769.38
19	Stone Shoulder	20	20	\$ 42.80	\$ 856.00	\$ 856.00	\$ -
20	Pavement Marking, Epoxy, 4"	1760	1760	\$ 0.40	\$ 704.00	\$ 704.00	\$ -
21	Pavement Marking, Epoxy, 6"	0	0	\$ 5.00	\$ -	\$ -	\$ -
22	Pavement Marking, Epoxy, 12"	13	11	\$ 5.20	\$ 67.60	\$ 57.20	\$ (10.40)
23	Repair Storm Structure	0	0	\$ 490.00	\$ -	\$ -	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	0	0	\$ 249.00	\$ -	\$ -	\$ -
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	120	111.57	\$ 11.00	\$ 1,320.00	\$ 1,227.27	\$ (92.73)
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 31,862.10	\$ 31,054.15	\$ (807.95)

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Willow Heights Park Pathway
 DESCRIPTION: Asphalt Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	100	100	\$ 0.80	\$ 80.00	\$ 80.00	\$ -
2	Sawcut Concrete Pavement	0	0	\$ 1.20	\$ -	\$ -	\$ -
3	Removing Pavement Butt Joints	0	0	\$ 7.65	\$ -	\$ -	\$ -
4	Removing Asphaltic Surface Butt Joints	0	0	\$ 6.25	\$ -	\$ -	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	0	0	\$ 0.21	\$ -	\$ -	\$ -
7	Remove Asphalt Pavement	2150	2150	\$ 2.04	\$ 4,386.00	\$ 4,386.00	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	0	0	\$ 48.83	\$ -	\$ -	\$ -
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	0	0	\$ 4.45	\$ -	\$ -	\$ -
12	Cracking & Seating	0	0	\$ 0.65	\$ -	\$ -	\$ -
13	Grade & Compact Base Course	2150	2150	\$ 0.92	\$ 1,978.00	\$ 1,978.00	\$ -
14	Remove & Replace Curb & Gutter, 31"	0	0	\$ 30.22	\$ -	\$ -	\$ -
15	Match Curb & Gutter	0	0	\$ 15.00	\$ -	\$ -	\$ -
16	Undercut, Undistributed	75	0	\$ 20.50	\$ 1,537.50	\$ -	\$ (1,537.50)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	380	396.84	\$ 51.95	\$ 19,741.00	\$ 20,615.84	\$ 874.84
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	0	0	\$ 5.00	\$ -	\$ -	\$ -
22	Pavement Marking, Epoxy, 12"	0	0	\$ 5.20	\$ -	\$ -	\$ -
23	Repair Storm Structure	0	0	\$ 490.00	\$ -	\$ -	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	0	0	\$ 249.00	\$ -	\$ -	\$ -
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	120	284.91	\$ 11.00	\$ 1,320.00	\$ 3,134.01	\$ 1,814.01
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 29,042.50	\$ 30,193.85	\$ 1,151.35

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Verdev Drive
 DESCRIPTION: AsphaltStreet Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	60	50	\$ 0.80	\$ 48.00	\$ 40.00	\$ (8.00)
2	Sawcut Concrete Pavement	0	0	\$ 1.20	\$ -	\$ -	\$ -
3	Removing Pavement Butt Joints	0	0	\$ 7.65	\$ -	\$ -	\$ -
4	Removing Asphaltic Surface Butt Joints	0	0	\$ 6.25	\$ -	\$ -	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	0	0	\$ 0.21	\$ -	\$ -	\$ -
7	Remove Asphalt Pavement	4350	4350	\$ 2.04	\$ 8,874.00	\$ 8,874.00	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	0	0	\$ 48.83	\$ -	\$ -	\$ -
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	0	0	\$ 4.45	\$ -	\$ -	\$ -
12	Cracking & Seating	0	0	\$ 0.65	\$ -	\$ -	\$ -
13	Grade & Compact Base Course	4350	4350	\$ 0.92	\$ 4,002.00	\$ 4,002.00	\$ -
14	Remove & Replace Curb & Gutter, 31"	265	286	\$ 30.22	\$ 8,008.30	\$ 8,642.92	\$ 634.62
15	Match Curb & Gutter	50	54	\$ 15.00	\$ 750.00	\$ 810.00	\$ 60.00
16	Undercut, Undistributed	435	811.57	\$ 20.50	\$ 8,917.50	\$ 16,637.19	\$ 7,719.69
17	Asphalt, E-1, 19 mm	630	519.43	\$ 47.90	\$ 30,177.00	\$ 24,880.70	\$ (5,296.30)
18	Asphalt, E-1, 12.5 mm	880	344.64	\$ 51.95	\$ 45,716.00	\$ 17,904.05	\$ (27,811.95)
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	5520	5160	\$ 0.40	\$ 2,208.00	\$ 2,064.00	\$ (144.00)
21	Pavement Marking, Epoxy,6"	96	120	\$ 5.00	\$ 480.00	\$ 600.00	\$ 120.00
22	Pavement Marking, Epoxy, 12"	24	24	\$ 5.20	\$ 124.80	\$ 124.80	\$ -
23	Repair Storm Structure	11	11	\$ 490.00	\$ 5,390.00	\$ 5,390.00	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	0	0	\$ 249.00	\$ -	\$ -	\$ -
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	250	408.23	\$ 11.00	\$ 2,750.00	\$ 4,490.53	\$ 1,740.53
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 117,445.60	\$ 94,460.19	\$ (22,985.41)

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Griffin Avenue
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	30	20	\$ 0.80	\$ 24.00	\$ 16.00	\$ (8.00)
2	Sawcut Concrete Pavement	0	0	\$ 1.20	\$ -	\$ -	\$ -
3	Removing Pavement Butt Joints	0	0	\$ 7.65	\$ -	\$ -	\$ -
4	Removing Asphaltic Surface Butt Joints	0	0	\$ 6.25	\$ -	\$ -	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	0	0	\$ 0.21	\$ -	\$ -	\$ -
7	Remove Asphalt Pavement	2000	2000	\$ 2.04	\$ 4,080.00	\$ 4,080.00	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	0	0	\$ 48.83	\$ -	\$ -	\$ -
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	0	0	\$ 4.45	\$ -	\$ -	\$ -
12	Cracking & Seating	0	0	\$ 0.65	\$ -	\$ -	\$ -
13	Grade & Compact Base Course	2000	2000	\$ 0.92	\$ 1,840.00	\$ 1,840.00	\$ -
14	Remove & Replace Curb & Gutter, 31"	100	109	\$ 30.22	\$ 3,022.00	\$ 3,293.98	\$ 271.98
15	Match Curb & Gutter	25	22	\$ 15.00	\$ 375.00	\$ 330.00	\$ (45.00)
16	Undercut, Undistributed	70	1164.81	\$ 20.50	\$ 1,435.00	\$ 23,878.61	\$ 22,443.61
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	410	403.88	\$ 51.95	\$ 21,299.50	\$ 20,981.57	\$ (317.93)
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	200	304	\$ 0.40	\$ 80.00	\$ 121.60	\$ 41.60
21	Pavement Marking, Epoxy, 6"	0	0	\$ 5.00	\$ -	\$ -	\$ -
22	Pavement Marking, Epoxy, 12"	12	12	\$ 5.20	\$ 62.40	\$ 62.40	\$ -
23	Repair Storm Structure	4	4	\$ 490.00	\$ 1,960.00	\$ 1,960.00	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	0	0	\$ 249.00	\$ -	\$ -	\$ -
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	120	179.75	\$ 11.00	\$ 1,320.00	\$ 1,977.25	\$ 657.25
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 35,497.90	\$ 58,541.41	\$ 23,043.51

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Valbeth Drive
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	0	0	\$ 0.80	\$ -	\$ -	\$ -
2	Sawcut Concrete Pavement	0	0	\$ 1.20	\$ -	\$ -	\$ -
3	Removing Pavement Butt Joints	0	0	\$ 7.65	\$ -	\$ -	\$ -
4	Removing Asphaltic Surface Butt Joints	0	0	\$ 6.25	\$ -	\$ -	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	0	0	\$ 0.21	\$ -	\$ -	\$ -
7	Remove Asphalt Pavement	1850	1850	\$ 2.04	\$ 3,774.00	\$ 3,774.00	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	0	0	\$ 48.83	\$ -	\$ -	\$ -
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	0	0	\$ 4.45	\$ -	\$ -	\$ -
12	Cracking & Seating	0	0	\$ 0.65	\$ -	\$ -	\$ -
13	Grade & Compact Base Course	1850	1850	\$ 0.92	\$ 1,702.00	\$ 1,702.00	\$ -
14	Remove & Replace Curb & Gutter, 31"	205	196	\$ 30.22	\$ 6,195.10	\$ 5,923.12	\$ (271.98)
15	Match Curb & Gutter	30	23	\$ 15.00	\$ 450.00	\$ 345.00	\$ (105.00)
16	Undercut, Undistributed	65	154.03	\$ 20.50	\$ 1,332.50	\$ 3,157.62	\$ 1,825.12
17	Asphalt, E-1, 19 mm	0	21.68	\$ 47.90	\$ -	\$ 1,038.47	\$ 1,038.47
18	Asphalt, E-1, 12.5 mm	380	259.63	\$ 51.95	\$ 19,741.00	\$ 13,487.78	\$ (6,253.22)
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	0	0	\$ 5.00	\$ -	\$ -	\$ -
22	Pavement Marking, Epoxy, 12"	12	13	\$ 5.20	\$ 62.40	\$ 67.60	\$ 5.20
23	Repair Storm Structure	3	3	\$ 490.00	\$ 1,470.00	\$ 1,470.00	\$ -
24	Storm Inlet	0	1	\$ 2,125.00	\$ -	\$ 2,125.00	\$ 2,125.00
25	Adjust Valve Box	0	0	\$ 249.00	\$ -	\$ -	\$ -
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	110	355.99	\$ 11.00	\$ 1,210.00	\$ 3,915.89	\$ 2,705.89
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 35,937.00	\$ 37,006.48	\$ 1,069.48

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Fitzsimmons Road
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	225	175	\$ 0.80	\$ 180.00	\$ 140.00	\$ (40.00)
2	Sawcut Concrete Pavement	2500	3198	\$ 1.20	\$ 3,000.00	\$ 3,837.60	\$ 837.60
3	Removing Pavement Butt Joints	35	35	\$ 7.65	\$ 267.75	\$ 267.75	\$ -
4	Removing Asphaltic Surface Butt Joints	230	200	\$ 6.25	\$ 1,437.50	\$ 1,250.00	\$ (187.50)
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	24300	24300	\$ 0.21	\$ 5,103.00	\$ 5,103.00	\$ -
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	245	511.05	\$ 48.83	\$ 11,963.35	\$ 24,954.57	\$ 12,991.22
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	800	1222	\$ 4.45	\$ 3,560.00	\$ 5,437.90	\$ 1,877.90
12	Cracking & Seating	2700	2700	\$ 0.65	\$ 1,755.00	\$ 1,755.00	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	160	201	\$ 30.22	\$ 4,835.20	\$ 6,074.22	\$ 1,239.02
15	Match Curb & Gutter	45	54	\$ 15.00	\$ 675.00	\$ 810.00	\$ 135.00
16	Undercut, Undistributed	165	0	\$ 20.50	\$ 3,382.50	\$ -	\$ (3,382.50)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	420	465.66	\$ 51.95	\$ 21,819.00	\$ 24,191.04	\$ 2,372.04
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	1300	1280	\$ 0.40	\$ 520.00	\$ 512.00	\$ (8.00)
21	Pavement Marking, Epoxy, 6"	36	130	\$ 5.00	\$ 180.00	\$ 650.00	\$ 470.00
22	Pavement Marking, Epoxy, 12"	100	72	\$ 5.20	\$ 520.00	\$ 374.40	\$ (145.60)
23	Repair Storm Structure	9	5	\$ 490.00	\$ 4,410.00	\$ 2,450.00	\$ (1,960.00)
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	0	0	\$ 249.00	\$ -	\$ -	\$ -
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	1	\$ 4,225.00	\$ -	\$ 4,225.00	\$ 4,225.00
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 63,608.30	\$ 82,032.48	\$ 18,424.18

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Minnesota Avenue
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	0	0	\$ 0.80	\$ -	\$ -	\$ -
2	Sawcut Concrete Pavement	1150	1097	\$ 1.20	\$ 1,380.00	\$ 1,316.40	\$ (63.60)
3	Removing Pavement Butt Joints	15	15	\$ 7.65	\$ 114.75	\$ 114.75	\$ -
4	Removing Asphaltic Surface Butt Joints	15	15	\$ 6.25	\$ 93.75	\$ 93.75	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	6900	6900	\$ 0.21	\$ 1,449.00	\$ 1,449.00	\$ -
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	60	124.3	\$ 48.83	\$ 2,929.80	\$ 6,069.57	\$ 3,139.77
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	200	178	\$ 4.45	\$ 890.00	\$ 792.10	\$ (97.90)
12	Cracking & Seating	770	770	\$ 0.65	\$ 500.50	\$ 500.50	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	75	140	\$ 30.22	\$ 2,266.50	\$ 4,230.80	\$ 1,964.30
15	Match Curb & Gutter	30	36	\$ 15.00	\$ 450.00	\$ 540.00	\$ 90.00
16	Undercut, Undistributed	40	0	\$ 20.50	\$ 820.00	\$ -	\$ (820.00)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	130	131.16	\$ 51.95	\$ 6,753.50	\$ 6,813.76	\$ 60.26
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	144	173	\$ 5.00	\$ 720.00	\$ 865.00	\$ 145.00
22	Pavement Marking, Epoxy, 12"	0	0	\$ 5.20	\$ -	\$ -	\$ -
23	Repair Storm Structure	2	2	\$ 490.00	\$ 980.00	\$ 980.00	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	2	2	\$ 249.00	\$ 498.00	\$ 498.00	\$ -
26	Adjust Sanitary Manhole Frame & Cover	2	2	\$ 719.00	\$ 1,438.00	\$ 1,438.00	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 21,283.80	\$ 25,701.63	\$ 4,417.83

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Parkway Estates Drive
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	0	0	\$ 0.80	\$ -	\$ -	\$ -
2	Sawcut Concrete Pavement	4950	4252.5	\$ 1.20	\$ 5,940.00	\$ 5,103.00	\$ (837.00)
3	Removing Pavement Butt Joints	15	15	\$ 7.65	\$ 114.75	\$ 114.75	\$ -
4	Removing Asphaltic Surface Butt Joints	30	30	\$ 6.25	\$ 187.50	\$ 187.50	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	37000	37000	\$ 0.21	\$ 7,770.00	\$ 7,770.00	\$ -
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	290	766.4	\$ 48.83	\$ 14,160.70	\$ 37,423.31	\$ 23,262.61
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	1260	1949	\$ 4.45	\$ 5,607.00	\$ 8,673.05	\$ 3,066.05
12	Cracking & Seating	4120	4120	\$ 0.65	\$ 2,678.00	\$ 2,678.00	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	550	438	\$ 30.22	\$ 16,621.00	\$ 13,236.36	\$ (3,384.64)
15	Match Curb & Gutter	150	120	\$ 15.00	\$ 2,250.00	\$ 1,800.00	\$ (450.00)
16	Undercut, Undistributed	200	0	\$ 20.50	\$ 4,100.00	\$ -	\$ (4,100.00)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	670	621.51	\$ 51.95	\$ 34,806.50	\$ 32,287.44	\$ (2,519.06)
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	144	192	\$ 5.00	\$ 720.00	\$ 960.00	\$ 240.00
22	Pavement Marking, Epoxy, 12"	12	12	\$ 5.20	\$ 62.40	\$ 62.40	\$ -
23	Repair Storm Structure	15	15	\$ 490.00	\$ 7,350.00	\$ 7,350.00	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	5	5	\$ 249.00	\$ 1,245.00	\$ 1,245.00	\$ -
26	Adjust Sanitary Manhole Frame & Cover	8	8	\$ 719.00	\$ 5,752.00	\$ 5,752.00	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 109,364.85	\$ 124,642.81	\$ 15,277.96

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Pine Avenue
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	0	0	\$ 0.80	\$ -	\$ -	\$ -
2	Sawcut Concrete Pavement	3500	2901	\$ 1.20	\$ 4,200.00	\$ 3,481.20	\$ (718.80)
3	Removing Pavement Butt Joints	15	15	\$ 7.65	\$ 114.75	\$ 114.75	\$ -
4	Removing Asphaltic Surface Butt Joints	30	30	\$ 6.25	\$ 187.50	\$ 187.50	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	21400	21400	\$ 0.21	\$ 4,494.00	\$ 4,494.00	\$ -
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	280	281.4	\$ 48.83	\$ 13,672.40	\$ 13,740.76	\$ 68.36
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	670	715	\$ 4.45	\$ 2,981.50	\$ 3,181.75	\$ 200.25
12	Cracking & Seating	2380	2380	\$ 0.65	\$ 1,547.00	\$ 1,547.00	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	165	99	\$ 30.22	\$ 4,986.30	\$ 2,991.78	\$ (1,994.52)
15	Match Curb & Gutter	55	40	\$ 15.00	\$ 825.00	\$ 600.00	\$ (225.00)
16	Undercut, Undistributed	190	0	\$ 20.50	\$ 3,895.00	\$ -	\$ (3,895.00)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	390	278.77	\$ 51.95	\$ 20,260.50	\$ 14,482.10	\$ (5,778.40)
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	288	290	\$ 5.00	\$ 1,440.00	\$ 1,450.00	\$ 10.00
22	Pavement Marking, Epoxy, 12"	12	11	\$ 5.20	\$ 62.40	\$ 57.20	\$ (5.20)
23	Repair Storm Structure	14	14	\$ 490.00	\$ 6,860.00	\$ 6,860.00	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	4	4	\$ 249.00	\$ 996.00	\$ 996.00	\$ -
26	Adjust Sanitary Manhole Frame & Cover	7	7	\$ 719.00	\$ 5,033.00	\$ 5,033.00	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 71,555.35	\$ 59,217.04	\$ (12,338.31)

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: American Avenue
 DESCRIPTION: AsphaltStreet Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	0	0	\$ 0.80	\$ -	\$ -	\$ -
2	Sawcut Concrete Pavement	1350	1220	\$ 1.20	\$ 1,620.00	\$ 1,464.00	\$ (156.00)
3	Removing Pavement Butt Joints	25	25	\$ 7.65	\$ 191.25	\$ 191.25	\$ -
4	Removing Asphaltic Surface Butt Joints	55	55	\$ 6.25	\$ 343.75	\$ 343.75	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	19100	19100	\$ 0.21	\$ 4,011.00	\$ 4,011.00	\$ -
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	25	38.4	\$ 48.83	\$ 1,220.75	\$ 1,875.07	\$ 654.32
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	400	1891	\$ 4.45	\$ 1,780.00	\$ 8,414.95	\$ 6,634.95
12	Cracking & Seating	2130	2130	\$ 0.65	\$ 1,384.50	\$ 1,384.50	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	110	137	\$ 30.22	\$ 3,324.20	\$ 4,140.14	\$ 815.94
15	Match Curb & Gutter	15	14	\$ 15.00	\$ 225.00	\$ 210.00	\$ (15.00)
16	Undercut, Undistributed	20	0	\$ 20.50	\$ 410.00	\$ -	\$ (410.00)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	370	362.39	\$ 51.95	\$ 19,221.50	\$ 18,826.16	\$ (395.34)
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy,6"	0	0	\$ 5.00	\$ -	\$ -	\$ -
22	Pavement Marking, Epoxy, 12"	16	18	\$ 5.20	\$ 83.20	\$ 93.60	\$ 10.40
23	Repair Storm Structure	5	2	\$ 490.00	\$ 2,450.00	\$ 980.00	\$ (1,470.00)
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	3	4	\$ 249.00	\$ 747.00	\$ 996.00	\$ 249.00
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	1	1	\$ 1,195.00	\$ 1,195.00	\$ 1,195.00	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 38,207.15	\$ 44,125.42	\$ 5,918.27

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Crane Drive
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	0	0	\$ 0.80	\$ -	\$ -	\$ -
2	Sawcut Concrete Pavement	1550	1480	\$ 1.20	\$ 1,860.00	\$ 1,776.00	\$ (84.00)
3	Removing Pavement Butt Joints	15	10.7	\$ 7.65	\$ 114.75	\$ 81.86	\$ (32.89)
4	Removing Asphaltic Surface Butt Joints	30	20.9	\$ 6.25	\$ 187.50	\$ 130.63	\$ (56.87)
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	15200	15200	\$ 0.21	\$ 3,192.00	\$ 3,192.00	\$ -
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	25	94.8	\$ 48.83	\$ 1,220.75	\$ 4,629.08	\$ 3,408.33
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	480	1022	\$ 4.45	\$ 2,136.00	\$ 4,547.90	\$ 2,411.90
12	Cracking & Seating	1690	1690	\$ 0.65	\$ 1,098.50	\$ 1,098.50	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	100	110	\$ 30.22	\$ 3,022.00	\$ 3,324.20	\$ 302.20
15	Match Curb & Gutter	30	32	\$ 15.00	\$ 450.00	\$ 480.00	\$ 30.00
16	Undercut, Undistributed	20	0	\$ 20.50	\$ 410.00	\$ -	\$ (410.00)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	280	306.01	\$ 51.95	\$ 14,546.00	\$ 15,897.22	\$ 1,351.22
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	192	270	\$ 5.00	\$ 960.00	\$ 1,350.00	\$ 390.00
22	Pavement Marking, Epoxy, 12"	12	12	\$ 5.20	\$ 62.40	\$ 62.40	\$ -
23	Repair Storm Structure	7	7	\$ 490.00	\$ 3,430.00	\$ 3,430.00	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	3	3	\$ 249.00	\$ 747.00	\$ 747.00	\$ -
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	4	4	\$ 1,195.00	\$ 4,780.00	\$ 4,780.00	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 38,216.90	\$ 45,526.79	\$ 7,309.89

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Darlene Lane
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	0	0	\$ 0.80	\$ -	\$ -	\$ -
2	Sawcut Concrete Pavement	950	1049	\$ 1.20	\$ 1,140.00	\$ 1,258.80	\$ 118.80
3	Removing Pavement Butt Joints	0	0	\$ 7.65	\$ -	\$ -	\$ -
4	Removing Asphaltic Surface Butt Joints	45	45	\$ 6.25	\$ 281.25	\$ 281.25	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	7000	7000	\$ 0.21	\$ 1,470.00	\$ 1,470.00	\$ -
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	35	97.7	\$ 48.83	\$ 1,709.05	\$ 4,770.69	\$ 3,061.64
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	250	232	\$ 4.45	\$ 1,112.50	\$ 1,032.40	\$ (80.10)
12	Cracking & Seating	780	780	\$ 0.65	\$ 507.00	\$ 507.00	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	105	102	\$ 30.22	\$ 3,173.10	\$ 3,082.44	\$ (90.66)
15	Match Curb & Gutter	30	32	\$ 15.00	\$ 450.00	\$ 480.00	\$ 30.00
16	Undercut, Undistributed	25	0	\$ 20.50	\$ 512.50	\$ -	\$ (512.50)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	130	109.26	\$ 51.95	\$ 6,753.50	\$ 5,676.06	\$ (1,077.44)
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	48	121	\$ 5.00	\$ 240.00	\$ 605.00	\$ 365.00
22	Pavement Marking, Epoxy, 12"	24	42	\$ 5.20	\$ 124.80	\$ 218.40	\$ 93.60
23	Repair Storm Structure	2	2	\$ 490.00	\$ 980.00	\$ 980.00	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	0	0	\$ 249.00	\$ -	\$ -	\$ -
26	Adjust Sanitary Manhole Frame & Cover	0	0	\$ 719.00	\$ -	\$ -	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 18,453.70	\$ 20,362.04	\$ 1,908.34

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Logan Avenue
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	0	0	\$ 0.80	\$ -	\$ -	\$ -
2	Sawcut Concrete Pavement	2800	2705.5	\$ 1.20	\$ 3,360.00	\$ 3,246.60	\$ (113.40)
3	Removing Pavement Butt Joints	15	15	\$ 7.65	\$ 114.75	\$ 114.75	\$ -
4	Removing Asphaltic Surface Butt Joints	0	0	\$ 6.25	\$ -	\$ -	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	16050	16050	\$ 0.21	\$ 3,370.50	\$ 3,370.50	\$ -
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	205	308	\$ 48.83	\$ 10,010.15	\$ 15,039.64	\$ 5,029.49
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	560	514	\$ 4.45	\$ 2,492.00	\$ 2,287.30	\$ (204.70)
12	Cracking & Seating	1790	1790	\$ 0.65	\$ 1,163.50	\$ 1,163.50	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	135	127	\$ 30.22	\$ 4,079.70	\$ 3,837.94	\$ (241.76)
15	Match Curb & Gutter	40	40	\$ 15.00	\$ 600.00	\$ 600.00	\$ -
16	Undercut, Undistributed	140	0	\$ 20.50	\$ 2,870.00	\$ -	\$ (2,870.00)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	290	263.13	\$ 51.95	\$ 15,065.50	\$ 13,669.60	\$ (1,395.90)
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	96	50	\$ 5.00	\$ 480.00	\$ 250.00	\$ (230.00)
22	Pavement Marking, Epoxy, 12"	12	11	\$ 5.20	\$ 62.40	\$ 57.20	\$ (5.20)
23	Repair Storm Structure	7	11	\$ 490.00	\$ 3,430.00	\$ 5,390.00	\$ 1,960.00
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	4	4	\$ 249.00	\$ 996.00	\$ 996.00	\$ -
26	Adjust Sanitary Manhole Frame & Cover	4	4	\$ 719.00	\$ 2,876.00	\$ 2,876.00	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 50,970.50	\$ 52,899.03	\$ 1,928.53

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Manitowoc Avenue
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	0	0	\$ 0.80	\$ -	\$ -	\$ -
2	Sawcut Concrete Pavement	2450	2985	\$ 1.20	\$ 2,940.00	\$ 3,582.00	\$ 642.00
3	Removing Pavement Butt Joints	15	15	\$ 7.65	\$ 114.75	\$ 114.75	\$ -
4	Removing Asphaltic Surface Butt Joints	40	40	\$ 6.25	\$ 250.00	\$ 250.00	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	24800	23824	\$ 0.21	\$ 5,208.00	\$ 5,003.04	\$ (204.96)
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	45	230.3	\$ 48.83	\$ 2,197.35	\$ 11,245.55	\$ 9,048.20
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	770	997	\$ 4.45	\$ 3,426.50	\$ 4,436.65	\$ 1,010.15
12	Cracking & Seating	2760	2760	\$ 0.65	\$ 1,794.00	\$ 1,794.00	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	185	213	\$ 30.22	\$ 5,590.70	\$ 6,436.86	\$ 846.16
15	Match Curb & Gutter	55	52	\$ 15.00	\$ 825.00	\$ 780.00	\$ (45.00)
16	Undercut, Undistributed	30	0	\$ 20.50	\$ 615.00	\$ -	\$ (615.00)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	450	772.48	\$ 51.95	\$ 23,377.50	\$ 40,130.34	\$ 16,752.84
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	168	170	\$ 5.00	\$ 840.00	\$ 850.00	\$ 10.00
22	Pavement Marking, Epoxy, 12"	12	12	\$ 5.20	\$ 62.40	\$ 62.40	\$ -
23	Repair Storm Structure	11	6	\$ 490.00	\$ 5,390.00	\$ 2,940.00	\$ (2,450.00)
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	4	2	\$ 249.00	\$ 996.00	\$ 498.00	\$ (498.00)
26	Adjust Sanitary Manhole Frame & Cover	6	3	\$ 719.00	\$ 4,314.00	\$ 2,157.00	\$ (2,157.00)
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 57,941.20	\$ 80,280.59	\$ 22,339.39

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **13024**
 LOCATION: Michigan Avenue
 DESCRIPTION: Asphalt Street Resurfacing

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: January 26, 2017

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
1	Sawcut Asphalt Pavement	0	0	\$ 0.80	\$ -	\$ -	\$ -
2	Sawcut Concrete Pavement	2150	1978	\$ 1.20	\$ 2,580.00	\$ 2,373.60	\$ (206.40)
3	Removing Pavement Butt Joints	30	30	\$ 7.65	\$ 229.50	\$ 229.50	\$ -
4	Removing Asphaltic Surface Butt Joints	0	0	\$ 6.25	\$ -	\$ -	\$ -
5	Removing Asphalt Surface, Milling	0	0	\$ 1.23	\$ -	\$ -	\$ -
6	Remove Concrete Surface, Partial Depth	14300	14300	\$ 0.21	\$ 3,003.00	\$ 3,003.00	\$ -
7	Remove Asphalt Pavement	0	0	\$ 2.04	\$ -	\$ -	\$ -
8	Remove Concrete Pavement	0	0	\$ 10.00	\$ -	\$ -	\$ -
9	Base Patching For Concrete Pavement	105	127.1	\$ 48.83	\$ 5,127.15	\$ 6,206.29	\$ 1,079.14
10	Base Patching For Asphalt Pavement	0	0	\$ 35.00	\$ -	\$ -	\$ -
11	Joint Repair	510	1607	\$ 4.45	\$ 2,269.50	\$ 7,151.15	\$ 4,881.65
12	Cracking & Seating	1590	1590	\$ 0.65	\$ 1,033.50	\$ 1,033.50	\$ -
13	Grade & Compact Base Course	0	0	\$ 0.92	\$ -	\$ -	\$ -
14	Remove & Replace Curb & Gutter, 31"	85	75	\$ 30.22	\$ 2,568.70	\$ 2,266.50	\$ (302.20)
15	Match Curb & Gutter	30	30	\$ 15.00	\$ 450.00	\$ 450.00	\$ -
16	Undercut, Undistributed	70	0	\$ 20.50	\$ 1,435.00	\$ -	\$ (1,435.00)
17	Asphalt, E-1, 19 mm	0	0	\$ 47.90	\$ -	\$ -	\$ -
18	Asphalt, E-1, 12.5 mm	260	219.21	\$ 51.95	\$ 13,507.00	\$ 11,387.96	\$ (2,119.04)
19	Stone Shoulder	0	0	\$ 42.80	\$ -	\$ -	\$ -
20	Pavement Marking, Epoxy, 4"	0	0	\$ 0.40	\$ -	\$ -	\$ -
21	Pavement Marking, Epoxy, 6"	96	41	\$ 5.00	\$ 480.00	\$ 205.00	\$ (275.00)
22	Pavement Marking, Epoxy, 12"	24	12	\$ 5.20	\$ 124.80	\$ 62.40	\$ (62.40)
23	Repair Storm Structure	6	6	\$ 490.00	\$ 2,940.00	\$ 2,940.00	\$ -
24	Storm Inlet	0	0	\$ 2,125.00	\$ -	\$ -	\$ -
25	Adjust Valve Box	1	1	\$ 249.00	\$ 249.00	\$ 249.00	\$ -
26	Adjust Sanitary Manhole Frame & Cover	2	2	\$ 719.00	\$ 1,438.00	\$ 1,438.00	\$ -
27	Repair Sanitary Structure	0	0	\$ 1,195.00	\$ -	\$ -	\$ -
28	Base Aggregate, Dense, 3/4"	0	0	\$ 11.00	\$ -	\$ -	\$ -
CM #1	Restoration	0	0	\$ 4,225.00	\$ -	\$ -	\$ -
30	0	0	0	\$ -	\$ -	\$ -	\$ -
					\$ 37,435.15	\$ 38,995.90	\$ 1,560.75

City of Oak Creek Common Council Report

Meeting Date February 7, 2017

Item No.: 24

Recommendation: That the Common Council adopts Resolution No. 11792-020717, a resolution approving a storm water management practices maintenance agreement with Aurora Medical Group, Inc., for their development at 200 E. Ryan Road. (Tax Key No. 874-9994-001) (3rd Aldermanic District)

Background: The proposed Aurora Oak Creek Clinic development located at 200 E. Ryan Road requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

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

Prepared by:



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

Respectfully submitted:



Andrew J. Vickers, M.P.A.
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11792-020717

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT FOR THE AURORA OAK CREEK CLINIC DEVELOPMENT LOCATED AT 200 E. RYAN ROAD

(TAX KEY NO. 874-9994-001)

(3RD ALDERMANIC DISTRICT)

WHEREAS, Aurora Medical Group, Inc. (Owner), requires onsite storm water management practices for their proposed Oak Creek Clinic development located at 200 E. Ryan Road, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February, 2017.

Passed and adopted this 7th day of February, 2017.

President, Common Council

Approved this 7th day of February, 2017.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

11792-020717

Document Number

AURORA OAK CREEK CLINIC
Storm Water Management Practices Maintenance
Agreement
Document Title

Recording Area

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

874-9994-001

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of January, 2017, by and between Aurora Medical Group, Inc., hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

COMMENCING at the Southwest corner of the Southwest 1/4 of Section 21, Township 5 North, Range 22 East; thence North 00°17'17" East along the West line of said 1/4 Section 106.46 feet to a point; thence South 89°29'30" East and parallel with the South line of said 1/4 Section 75.01 feet to the point of beginning of lands to be described; thence North 00°17'17" East and parallel with the West line of said 1/4 Section and along the East line of South Howell Avenue 355.22 feet to the Southwest corner of Lot 6, Block 1 of Oak Creek Parkway Estates; thence South 76°44'57" East along the South line of Oak Creek Parkway Estates 721.80 feet to a point; thence South 00°17'17" West and parallel with the West line of said 1/4 Section 214.99 feet to a point on the North line of East Ryan Road; thence South 89°29'30" West and parallel with the South line of said 1/4 Section and along said North line 307.97 feet to a point; thence North 77°43'49" West along said North line 67.82 feet to a point; thence South 89°29'30" West and parallel with the South line of said 1/4 Section and along said North line 244.06 feet to a point; thence North 79°32'21" West along said North line 86.45 feet to the point of beginning.

Said lands as described contains 205,472 square feet or 4.7170 Acres.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Aurora Oak Creek Clinic located at 200 E. Ryan Road, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

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

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

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

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Bioretention/Bioinfiltration Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The City shall notify the Owner at least 24-hours in advance of any non-emergency related post-construction inspection. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:

- a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Owner, its successors and assigns, including any homeowners association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Bioretention/Bioinfiltration Maintenance Standards (Exhibit B).
 7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
 8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
 9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

AURORA MEDICAL GROUP, INC.

Michael P. Connor
Michael P. Connor, Senior Vice President Facilities



The foregoing Agreement was acknowledged before me this 25 day of January, 2017,
by Michael Connor, Senior Vice President Facilities

[Signature]
NOTARY PUBLIC

My Commission Expires: is permanent

CITY OF OAK CREEK, WISCONSIN

Stephen A. Scaffidi, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this day of _____, 2017,
by _____.

NOTARY PUBLIC

My Commission Expires: _____

This document was prepared by Philip J. Beiermeister, P.E. of the City of Oak Creek Engineering Division.

Approved as to Form:

City Attorney Date



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____
 Inspection Date: _____

Tax Key No.: _____

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

Location: _____

Watershed _____

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

EXHIBIT B

BIORETENTION/BIOINFILTRATION MAINTENANCE STANDARDS

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Side Slopes, Embankments and surface overflow	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	If facility is located in a platted subdivision, multi-family apartment complex, planned development or a mobile home district, mowing the exterior perimeter of the garden and adjacent slopes is needed when vegetation exceeds 6 inches in height. In all other areas, mowing is needed when vegetation exceeds one foot in height.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Trees and bushes should be removed where they interfere with maintenance activities or provide too much shade to the garden.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rock rip-rap, planting of grass, erosion mat.
Pretreatment Area and Flow Entrance	Sediment accumulation in pretreatment areas	Sediment depth exceeds 2-inches.	Sediment removed and vegetation reestablished.
	Level/Flow Spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed through the entire width.	Level the spreader and clean so that flows are spread evenly over entire width.
Inlet/ Outlet Structure	Debris and Sediment	Inlet/outlet areas clogged with sediment and/or debris.	Remove material so that there is no clogging or blockage in the inlet and outlet area.
	Damaged	Any dent that decreases the cross section area of pipe by more than 10% or retards the flowage of water.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet structure; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
Infiltration/ Ponding Area	Vegetation/Weeds	When grass becomes excessively tall; when nuisance weeds and other vegetation starts to take over.	Mow vegetation or remove nuisance vegetation so that flow is not impeded.
	Dead Plants	Annually each spring when new growth is 3"-5" tall.	Dead stalks and seed heads from previous seasons growth are cut and removed.
		Individual dead or diseased plants.	Remove and replace plants.
	Thinning Plants	Plants become crowded or begin to decline or die in the center of a clump.	Plant growth is improved by removing or dividing plants in spring before they are 4" tall.
	Standing Water	When water stands between storms and does not drain freely.	Any of the following may apply: remove sediment or trash blockages, remove clogged check dams, add underdrain.
Leaves	Leaves collect in the bottom of the garden in excess of 4" deep.	Leaves are removed in fall or spring. A 2"-4" layer of shredded leaves is okay provided they do not clog or go down the outlet pipe.	