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Common Council
Chambers
8040 S. 6TH Street
Oak Creek, WI 53154
(414) 766-7000

COMMON COUNCIL MEETING AGENDA

TUESDAY, JANUARY 17, 2017
AT 7:00 P.M.

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

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. **Conditional Use:** Consider a request submitted by Mike Yungerman, Opus Development Company, LLC, for a conditional use permit allowing a freight terminal on the property at 500 W. Opus Dr. (5th District).
5. **Ordinance:** Consider Ordinance No. 2837, approving a conditional use permit for a freight terminal with two (2) 20,000-gallon underground fuel tanks as well as outdoor dolly storage for the property at 500 W. Opus Dr. (5th District).

Old Business

6. **Resolution:** Consider Resolution No. 11781-010317, acknowledging and filing the 2017 calendar year salary grade plan and benefits for library personnel (held 1/3/17)(by Committee of the Whole).
7. **Ordinance:** Consider Ordinance No. 2838, amending Ordinance 2836, fixing the salary ranges and allowances for non-union, general, management personnel, and other city offices and positions for the year 2017 (held 1/3/17).

New Business

MAYOR & COMMON COUNCIL

8. **Motion:** Consider a motion to authorize the Information Technology Department to enter into an agreement with Titan Public Safety Solutions for (TiPSS) court software in the amount of \$56,272 (two-year payment program - \$27,997 in 2017 and \$28,275 in 2018) (by Committee of the Whole).
9. **Motion:** Consider a motion to approve music license agreements with SESAC (Society of European Stage Authors and Composers), BMI (Broadcast Music Inc.), and ASCAP, for the re-broadcast of music by licensed performers at a combined total of \$1,441.80. (by Committee of the Whole).

10. **Motion:** Consider a *motion* to approve the 2016 Vendor Summary Report in the amount of \$362,059.96 and 2017 Vendor Summary Report in the amount of \$617,590.04 for a combined total of \$979,650.00 (by Committee of the Whole).

FIRE

11. **Motion:** Consider a *motion* to grant the Fire Department approval to apply for a SAFER Act Grant and for the Council to determine the number of firefighters for which may be applied (by Committee of the Whole).

STREETS, PARKS & FORESTRY

12. **Motion:** Consider a *motion* to approve the purchase of a 2016 Schwarze A9 Sweeper on a Kenworth K370 Chassis from R Now, Inc., in the amount of \$240,029.50 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

13. **Resolution:** Consider *Resolution* No. 11787-011717, designating the public right of way adjacent to the property at 2200 W. Drexel Avenue as South IKEA Way (2nd District).

ENGINEERING

14. **Resolution:** Consider *Resolution* No. 11766-011717, accepting the workmanship and authorizing final payment to Willkomm Excavating & Grading. This project involved the installation of Street Improvements in Lake Vista. (Project No. 14024) (4th District).

LICENSE COMMITTEE

License Committee met on January 12, 2017. Minutes are attached. Recommendations are as follows:

15. **Motion:** Consider a *motion* to *deny* an Operator's license to Tyler Dragoo, 263 E. Pine Hollow Ln., Oak Creek (Applebee's) for conviction of a controlled substance and falsification of application.
16. **Motion:** Consider a *motion* to accept the withdrawal of the Renewal Adult Entertainment Business license for the 2017 licensing year, for SJB LLC, Stephanie Higgings, Agent, dba The New Spice II, 7070 S. 27th St., and to refund the 2017 license fee paid.

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

17. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
 - Jacqueline M. LaFave, 643 E. Potter Ave., Milwaukee (Ryan Road Mobil)
 - Heidi S. Steigerwald, 2092 S. 102nd St., West Allis (7-Eleven)
 - James T. Mack, 7506 S. 69th St., Franklin (Kwik Trip)
 - Blanca E. Solis-Aguirre, 7639 W. Morgan Ave., Milwaukee (Bel Air Cantina)
 - Brenton J. Schreiner, 462 N. Milwaukee St., Fredonia (Aldi)

MISCELLANEOUS

18. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes Section 19.85(1)(e) to discuss the terms of a finance development agreement with Emerald Row LLC for TIF loan and grant assistance for Phase II of the Emerald Row development.
19. **Motion:** Consider a motion to reconvene into Open Session.
20. **Motion:** Consider a motion to take action, if required.

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 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

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a request submitted by Mike Yungerman, Opus Development Company, LLC, for a Conditional Use Permit allowing a freight terminal on the property at 500 W. Opus Dr.

Hearing Date: Tuesday, January 17, 2017
Time: 7:00 PM
Place: Oak Creek City Hall
8040 S. 6th St.
Oak Creek, WI 53154
Common Council Chambers

Applicant: Mike Yungerman, Opus Development Company, LLC
Property Owner: Opus North Corporation
Property Location: 500 W. Opus Dr.
Tax Key(s): 924-9012-000

Legal Description:

Lot 1 of Certified Survey Map No. 8597, recorded in offices of the Milwaukee County Register of Deeds on March 24, 2014, as Document No. 10345266, being all of Lot 1 Certified Survey Map No. 8287, being a part of the Southeast ¼, Southwest ¼, Northwest ¼, and Northeast ¼ of the Southeast ¼ of Section 29, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, as corrected by Affidavit of Correction recorded on May 8, 2014, as Document No. 10357557.

The Common Council has scheduled other public hearings for January 17, 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: December 8, 2016
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: January 17, 2017

Item No.: 5

Recommendation: That the Council consider Ordinance No. 2837 approving a conditional use permit for a freight terminal with two (2) 20,000-gallon underground fuel tanks as well as outdoor dolly storage for the property at 500 W. Opus Drive.

Background: The Applicant is requesting recommendation of Conditional Use approval for a freight terminal with two (2) 20,000-gallon underground fuel tanks as well as outdoor dolly storage at 500 W. Opus Dr. Freight terminal and trucking facilities are Conditional Uses in the M-1 zoning district. Fuel tanks in excess of 5,000 gallons as well as outdoor storage also require Conditional Use approval as accessory to the primary Conditional Use (for the freight terminal). The Planned Land Use Map in the Comprehensive Plan has identified this property, as well as the surrounding area, as Planned Industrial.

The proposal is for a two-phase development. Phase I will include an estimated 91,500 square feet of dock areas (158 'revenue' doors), approximately 8,181 square feet of office space, a 9,760 square-foot maintenance building, a guard shack, and a fueling station. Future build-out will add approximately 27,600 square feet of dock areas (60 revenue doors), and approximately 8,426 square feet to the maintenance building. Security fencing will be provided around the property, with guard shacks at the entrance gate.

Operations will be on a 24/7 schedule, with three (3) shifts per day. Due to overlapping shifts, 264 employee parking stalls are proposed for Phase I. Parking for visitors (6), trailers (314), vans (176), and tractors (114) are provided in Phase I. Phase II will expand parking for employees, vans, and tractors. Storage for 109 dollies in Phase I (expanded to 155 in Phase II) is also proposed. Parking requirements for manufacturing, processing, and fabrication operations are one (1) stall per employee during the shift with the most employees. Approximately 315 employees are anticipated at full build-out of the property.

Included in the Plan Commission report packet is a preliminary site plan and estimated arrival/departure times for vehicles (equipment and employee). While site, building, landscaping, lighting, and related approvals will occur at a later date, the Council should be aware of a few items:

- There are several wetlands on the property. A wetland delineation, including any DNR-required buffers, will be required prior to submission of plans for review.
- The preliminary site plan may need modifications to meet required setbacks, buffer areas, and landscaping.
- Due to the proximity of residential properties to the immediate south and southwest, staff recommends that the applicant incorporates significant vegetative buffers and decorative screening into the site plans. Staff also recommends consideration of reduced lighting (mounting height and fixture type) and limited noise during nighttime and early morning operations.

- All architectural standards will need to be met for this conditional use.

Comments received from the Oak Creek Water and Sewer Utility indicate that an agreement for water services was signed in 2007. Therefore, the water main loop needs to be completed between Opus Drive and Oakwood Road.

The adopted Comprehensive Plan identifies this area as "Planned Industrial". The plan defines "Planned Industrial" as follows:

This category includes high-quality indoor manufacturing, assembly and storage uses with generous landscaping, high quality building design, and limited signage. All development in Planned Industrial districts should comply with detailed site, building, signage, and landscaping design standards described in Section Nine of this document. The City's M-1 district is appropriate for these areas. If a Business Park zoning district is established, as recommended above, that zoning district should also be considered for Planned Industrial areas. Planned Industrial districts are proposed in and around the Northbranch Industrial Park and in the Southwest Mixed Use District, generally between 27th Street, Howell Avenue, Ryan Road, and the County line. This planning district is mapped over older industrial areas to suggest that future expansion and redevelopment should meet the same high development standards as new development. In places where Planned Industrial districts abut residential neighborhoods, the City should require various techniques to screen and buffer uses to prevent use conflicts.

A traffic impact analysis was performed for this proposed conditional use. The results of that TIA indicated needs for future off site transportation improvements. If this conditional use were to be approved, the conditions and restrictions should reflect a requirement for a development agreement that requires the developer to fund and construct all of the on and off site improvements required by the TIA. Likewise, the developer should be responsible for any outstanding development requirements remaining from the development of the initial Oakwood Crossing Business Park.

The Bikeway Plan, which is part of the City's adopted Park and Open Space Plan illustrates a trail connection through this property. Like the Oakview Business Park, this development should be required to provide easements for, if not fund the construction of the trail segment through this property.

This site, although not part of the Oakview Business Park, is within Tax Incremental District No. 8.

The proposed use of this property for a freight terminal is not unlike similar businesses in the City's industrial parks that utilize trucks for distribution of their products. The difference is in the scope and scale of the proposed use. There will be impacts on the local transportation network, most notably the State highways (Howell Avenue and Ryan Road). There will also likely be impacts (light and sound) upon adjacent neighborhoods, although those impacts will be mitigated (to the north) by distance (over 1000 feet) and (to the south) vegetative cover.

With the above in mind while staff would prefer to see this site developed in a manner that is less impactful and more consistent with the City's newer business parks (in terms of

aesthetics, per acre values, outdoor storage and trailer parking) it is nonetheless of the opinion that those impacts are manageable through the conditional use permit process. The Plan Commission, on a 4-3 vote (please see the attached minutes) moved to recommend to the Council that this conditional use permit not be approved.

Should the Council desire to approve this conditional use permit the proper course of action would adopt this Ordinance which directs this item back to the Plan Commission for preparation and review of conditions and restrictions. A separate ordinance would then be brought back to the Council at a future meeting once those conditions and restrictions have been reviewed.

Fiscal Impact: Based on information provided by the applicant, the appraised value of the development would be 31.9 million dollars. The City's experience has been that assessed values often do not equal construction or appraised values, although there is some correlation. Preliminary discussions with the Assessor have indicated a projected assessed value of approximately 12 million dollars. Based on the City's most recent net tax rate (all taxing jurisdictions) of \$22.25 per \$1000, this development is expected to generate \$267,000 (based on \$12 million value) to \$709,775 (based on the appraised value of \$31.9 million).

This development is within the boundaries of TID 8 (which includes the Oakview Business Park) but has not received any assistance through the district, nor is any being requested at this time. Once the District is closed, this development would be expected to contribute between \$79,200 - \$210,540 in local taxes to the general fund an annual basis. The additional increment generated by this development may allow an expedited closure of this District.

Impact fees of approximately \$49,000 would be generated by this development.

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. 2837

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR THE PROPERTY AT 500 W. OPUS DRIVE ALLOWING FOR THE DEVELOPMENT OF A FREIGHT TERMINAL WITH TWO (2) UNDERGROUND FUEL STORAGE TANKS IN EXCESS OF 5,000 GALLONS AND OUTDOOR STORAGE OF DOLLY EQUIPMENT AS ACCESSORY USES

(5th Aldermanic District)

WHEREAS, THE OPUS DEVELOPMENT COMPANY, LLC, has applied for a Conditional Use Permit that would allow for the development of a freight terminal with includes two (2) underground fuel storage tanks in excess of 5,000 gallons and outdoor storage of dolly equipment as accessory uses within the M-1, Manufacturing zoning district at 500 W. Opus Drive; and

WHEREAS, the property is more precisely described as follows:

Lot 1 of Certified Survey Map No. 8597, recorded in offices of the Milwaukee County Register of Deeds on March 24, 2014, as Document No. 10345266, being all of Lot 1 Certified Survey Map No. 8287, being a part of the Southeast $\frac{1}{4}$, Southwest $\frac{1}{4}$, Northwest $\frac{1}{4}$, and Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, as corrected by Affidavit of Correction recorded on May 8, 2014, as Document No. 10357557.

WHEREAS, the Plan Commission has reviewed this proposal at its meeting of November 22, 2016 and has recommended that the Conditional Use not be approved; and

WHEREAS, the Common Council held a public hearing on said request on January 17, 2017, at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing the Council is of the opinion that the best interests of the City would be served if the Conditional Use Permit was 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 freight terminal with two (2) underground fuel storage tanks in excess of 5,000 gallons and outdoor storage of dolly equipment as accessory uses located at 500 W. Opus Drive, which shall include the aforementioned conditions and restrictions.

SECTION 2: The Common Council directs the Plan Commission to prepare and approve conditions and restrictions consistent with the use as a freight terminal with two (2) underground fuel storage tanks in excess of 5,000 gallons and outdoor storage of dolly equipment as accessory uses and consistent with past practices of the City and upon review of the conditions and restrictions by the Plan Commission this ordinance shall be further reviewed by the Common Council for the purpose of incorporating the conditions and restrictions.

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

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

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

Passed and adopted this ____ day of _____, 2017.

President, Common Council

Approved this ____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, NOVEMBER 22, 2016

**CONDITIONAL USE PERMIT – ALLOWING A FREIGHT TERMINAL
OPUS DEVELOPMENT COMPANY, LLC
500 W. OPUS DR.
TAX KEY NO. 924-9012**

Planner Kari Papelbon provided an overview of the proposal for a 2-phase freight terminal with two (2) 20,000-gallon underground fuel tanks on the property (see staff report for details).

Arden Degner, 8540 S. Pennsylvania Avenue, stated that this is an interesting proposal. He wanted to know the business plan for trucks that are licensed in Wisconsin for this terminal. Commissioner Bukiewicz responded that he speculated it is freight delivery, so it is trailer trucks coming in either picking up or dropping off merchandise. Mr. Degner asked if they are going to have trucks licensed in Wisconsin and paying the freight in Milwaukee County. Commissioner Bukiewicz responded he believes that some of the trucks will be; some of the trailers will be from out of state, but anybody conducting business here DOT-wise has to license their trailers and tractors. Mr. Degner asked if they had to be licensed with Milwaukee County. Commissioner Bukiewicz responded that the Plan Commission is not here to discuss that particular dilemma of the wheel tax. Mr. Degner stated that that is his problem because of the fact that the stormwater fee is increasing and here the City is putting in dozens of locations for a terminal because a truck licensed works 24 hours a day. After 250,000 miles, the trucks are trashed. The experience in Milwaukee County, especially along Layton Avenue with truck terminals, has been disastrous. Commissioner Bukiewicz stated he agrees and that is a question for the County Supervisor. Mr. Degner added that here we are taking a piece of property that has been worked on for a couple of years to make it a business park and giving it away to these people that are just going to be competing with FedEx delivering packages. Commissioner Bukiewicz stated that the question is a conditional use permit on this item. Mr. Degner asked why we need another giveaway like IKEA. He stated that he sees another tax-paid entity because Oak Creek are soft touches. Oak Creek will give every resident that lives here an increase in price, increase in stormwater fees, but yet these other people will only be here five years because the trucks will deteriorate and we will be stuck. Commissioner Bukiewicz asked Mr. Degner if he had a question relating to the conditional use permit. Mr. Degner stated that that is what he is saying. Oak Creek is going to be stuck with a deteriorating property just like the rest of it and he prays that the Commissioners vote against this.

Commissioner Siefert asked how many trucks will be coming and going on a daily basis to start with, and as they expand, how many trucks will then fill in during that time. Dave Nelson, 1520 Red Oak Court, Middleton, Wisconsin, representing the applicant, responded that on a daily basis, there are a total of 382 arrivals and departures to the site. Commissioner Siefert asked if that was for the first phase. Mr. Nelson stated it is for the total build out and he does not have figures for the phases.

Commissioner Siefert asked if there was any guarantee that the trucks will be using Howell and Ryan when they get off the expressway rather than coming down 13th Street and Oakwood Road. Mr. Nelson responded that they are required to use Ryan Road, Howell and coming up Oakwood to Opus Drive. Douglas Seymour, Director of Community Development, stated it is posted "no trucks" so there would not be any truck traffic on Oakwood Road west of Opus Drive from this development or from the OakView Business Park.

Commissioner Chandler asked for more information on the underground storage tanks. Mr. Nelson responded that his client uses this terminal for distribution of packages. The price of fuel fluctuates a lot, so they would like to be able to control that a little bit and be able to fuel their trucks on site. It saves them money by being able to purchase it themselves.

Commissioner Chandler asked for more information about the impact to the transportation network. Mr. Nelson responded that there was a Traffic Impact Analysis (TIA) done looking at the routing. Everything was sized for use as a business park and as such, a lot of this traffic was taken into account. The traffic study showed that there would be no impacts on most of the interchanges from the interstate all the way down Ryan Road to Howell Avenue. The one recommendation they made as the part to the south of this develops is lights.

Mr. Seymour stated that while the traffic impact analysis was prepared for this development and included on their behalf, there would potentially need to be some improvements made to the Opus Drive/Oakwood Road intersection as a result of additional traffic from OakView Business Park. A similar TIA was done for the OakView Business Park, and, in fact, a number of infrastructure improvements were made based on that proposed or anticipated impact. While the TIA may say one thing, any required offsite transportation improvements will be the responsibility of the applicant. There is no further responsibility of the businesses in the OakView Business Park for that.

Commissioner Dickmann asked if any improvements would need to be made to the I-94/Ryan Road interchange as a result of this increased traffic, if this property owner would be responsible for those costs. Commissioner Johnston stated that he does not believe the State received this TIA. The original TIA for the site was reviewed by the State. It was in 2004/2005 that this development was started. They originally had two large buildings about the size of what GE Healthcare is on this site and then a larger building on the west end of it. The traffic from those three buildings that were proposed was greater than what this development would generate.

Commissioner Dickmann stated that this is part of Tax Increment Finance District No. 8. Whatever money this generates, the public won't see for 20 years from now. Mr. Seymour stated that this is part of TIF 8 and as such, there is a base value that has been attached to the district. The base value shows this additional acreage as undeveloped, so it is correct that until the district is paid off, the additional increment from this would go to generate taxes to pay off that district. At this point, there is no financial incentive being offered as part of this development. The additional increment that would be created by this development based on its assessed value would go to pay off the district. Once the district is paid off, that would accrue to all the taxing organizations such as the County, School District, State, MATC and the City.

Alderman Guzikowski stated his concern about the location in relationship to Howell Avenue and the Interstate. He concurred with Commissioner Siepert on the access to the Interstate. The State still has not had an opportunity to improve the on/off ramps or that bridge yet, so that is a concern for Alderman Guzikowski.

Alderman Guzikowski questioned if this is the best use for this property.

Commissioner Siepert stated he sees a problem down the road as Oakwood Park (sic) is developed and more businesses are added. There will be a lot more truck traffic and there will be a major problem getting in and out of the side streets on Howell Avenue around Oakwood Road and Elm Road and so forth. Unless they improve that road to Howell Avenue south of Oakwood Road and Elm Road on Howell Avenue, there is a major problem with the hill there and seeing and the traffic coming. Commissioner Siepert stated his concurrent with Alderman Guzikowski that this doesn't appear to be the best location.

Carl Ruedebusch, owner of the company that is responsible for putting in the due diligence for his client and involved in the project, stated that the original project had three buildings on it and would have generated more truck traffic than this particular project. They have done a traffic impact study that does presently tell exactly what the impact will be to Howell and various roads. He stated he is hearing from the Commissioners that there is concern with some other areas (Ryan Road and other interchanges), and although it sounds like there are some valid issues, he does not think those issues go away with other buildings. It doesn't sound like building three different buildings or developing a different business park is going to solve those problems.

Mr. Ruedebusch stated that the development of this project will bring a large piece of tax base to the community. It will help extinguish the tax increment quicker. The dealing with the road issues sounds like it needs to be entered into sooner than later regardless. Truck traffic is going to come regardless at some point and he asked the Commissioners to keep an open mind on this as they think through the process. He stated he would appreciate approval of this conditional use. The application has agreed to do the necessary development whether that is a lighted interchange or some additional elements of redoing the road, rerouting the water mains, doing the necessary landscaping, etc.

Alderman Guzikowski asked who would pay for the lights at the intersection at Opus Drive. Mr. Seymour responded that it would be staff's strong recommendation that any costs accruing from additional development of this property be borne by the applicant.

Commissioner Bukiewicz stated that yes, traffic will increase. As far as the off-ramps go, that is really a State thing. The State budget is tied up right now, with the money going to the Zoo, so the I-94 stuff kind of got put on hold. That is really a State issue. As far as Highway 100 goes, it has been improved. Howell Avenue is adequate to handle the truck traffic. The question becomes Oakwood Road and Commissioner Bukiewicz compared Oakwood Road very much to Drexel Avenue ten years ago. Drexel Avenue was a two-lane road. It is now a four-lane road that can handle very heavy traffic volumes. He is not saying Oakwood Road is going to change anytime in the near future, but sometime that is going to be an improved road with four lanes to connect up to 27th Street to Alternate 241. With those regards and the safeties built in that the staff will put in for the street lights, the traffic isn't bothering him. What is bothering Commissioner Bukiewicz is the noise that is going to be generated off that side street going to the cul-de-sac to the neighbors to the south. Since this is a 24/7 operation, there will be some big trailers coming in there. There will be some cube trucks and things of that nature too. He equates this to the trucks that get off on Drexel Avenue, and head off to Northbranch. Noise can be an issue. Commissioner Bukiewicz is looking for more details as to the vegetation to protect that and how the sound will be limited.

As far as best use of the property, it is an M-1 property. In the foreseeable future, Commissioner Bukiewicz does not see anyone coming in asking for a rezone back to R-1 to put in a subdivision. Given the extension off the first Opus property, he states it is a reasonable fit; however, the City needs to be cognizant of these neighbors, particularly to the south.

Commissioner Bukiewicz asked Asst. Fire Chief Kressuk about the excess of 5,000-gallon fuel tanks and if that is common on a facility of this size, or a normal service station, and if there are any long-term concerns.

Asst. Fire Chief Kressuk responded that in regards to the fueling and underground tanks, it is similar to a service station setup. It is not unusual for larger entities, larger freight outlets, to do fueling on site. That is regulated by the State as far as the installation and code enforcement requirements for the planning associated with that. Asst. Fire Chief Kressuk stated that the Fire Department would be okay with the underground setup.

Commissioner Bukiewicz asked about entrances to the property. Asst. Fire Chief Kressuk responded that it was his understanding that there will be an emergency access point on Oakwood Road at the west side of the property.

Commissioner Bukiewicz asked why the cul-de-sac was extended back so far to affect all the other properties and if it is even necessary. Commissioner Johnston responded that the area was originally called Oakwood Crossings. That was the Phase II development to this extended back and that was to serve what was originally laid out.

Mr. Nelson stated that obviously the trucks coming in and leaving the site will generate noise. In terms of back-up alarms, they don't have back-up alarms on the trucks and trailers. They do have about 15 of the movers that they use on site to move the trailers around the site. Those do have back-up alarms on them and they are required by OSHA to have back-up alarms on them. They can set those alarms to the lowest levels that OSHA allows to help control the noise.

Mr. Nelson continued that the building has been set back on the site as far as it can be set back from the neighborhood to keep the traffic and back-up alarms as far away from the neighborhood as they can. They have 30 feet along the front of the property as a required setback from parking to the road. They can try to do some berming in that area to help build up a little bit of a barrier there. In 30 feet you can't do a lot of berming there, but you can get some berm there and they can get some vegetation on those berms to grow up and help screen and deflect the noise.

Regarding the cul-de-sac entrance, Mr. Nelson stated that the trucks won't be going down that drive at all. Once past the driveway coming onto the site, the only vehicles that will be going down that road will be those going to the maintenance building at the back there. There is a little parking lot for the employees that work in the maintenance building. There are about 23 cars back there. Those would be the people that would use the rest of the road.

Mr. Ruedebusch stated it might be an interesting possibility if the City would consider abandoning if that road isn't necessary for any other purpose. The cul-de-sac could be moved to the east for turnaround. By abandoning it, you could create a much larger berm and they could still get access to the rear of the property. Commissioner Johnston stated that this suggestion has merit. His only concern would be the lots that are apparently residential that face on Oakwood Road.

Commissioner Dickmann stated this is a 24 hour/7 day a week operation, not only for the neighbors, but for the roads and the large quantity of trucks. He cannot believe that if there were three buildings there, that all those buildings would be 24 hour operations 7 days a week. That is very unusual. Commissioner Dickmann referenced the staff report which stated that staff wishes to see this site developed with something less impactful and more consistent with the City's newer business parks in terms of aesthetics, outdoor storage, etc. Yet it is their opinion that these impacts are manageable through a conditional permit and that it should be approved subject to conditions and restrictions. Commissioner Dickmann stated he would like to see the conditions and restrictions before he votes for this. He would like to have the State look at the transportation analysis. Commissioner Dickmann is also concerned about the neighbors.

Commissioner Siepert stated that there are also neighbors to the west. There are also railroad tracks between those and the neighbors on the west side.

Commissioner Bukiewicz moved that the Plan Commission recommend that the Common Council approves the conditional use permit for a freight terminal with, two (2) underground fuel storage tanks in excess of 5,000 gallons and outdoor storage of dolly equipment as accessory uses, at 500 W. Opus Dr. after a public hearing and subject to conditions and restrictions that will be prepared for the Commission's review at the next meeting (Dec. 13, 2016).

Commissioner Bukiewicz moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit for a freight terminal, with two (2) underground fuel storage tanks in excess of 5,000 gallons and outdoor storage of dolly equipment as accessory uses, at 500 W. Opus Dr. after a public hearing and subject to conditions and restrictions that will be prepared for the Commission's review at the next meeting (December 13, 2016). Commissioner Carrillo seconded. On roll call: Commissioner Dickmann, Alderman Guzikowski, Commissioner Siepert, and Commissioner Chandler voted no. Commissioner Johnston, Commissioner Carrillo, and Commissioner Bukiewicz voted yes. Motion failed.

ATTEST:



Douglas Seymour, Plan Commission Secretary

12/13/16

Date

DESCRIPTION OF PROPOSAL

Proposed Freight Terminal

500 Opus Drive

Oak Creek, WI

The project consists of the construction of a commercial truck and dock terminal with related office space, shop and fueling facilities, vehicles and business support operations. A preliminary site plan is included as Exhibit 1. Please note all square footage (sf) and numbers are estimates at this time.

Phase 1 of the project will include approximately 105,901 sf of dock areas, 8,181 sf of office, a 9,760 sf maintenance building, a guard shack and a fueling station. At full build out the facilities will add approximately 27,600 sf of dock areas to the main building and 8,426 sf to the maintenance building. The facility is to be constructed on a 48.65 acre site located at 500 Opus Drive. The proposed site is currently vacant. The floor area ratio for the proposed layout is 7.2% and the impervious surface ratio is 69.3% at full build out.

A trash compactor will be provided at the main building and dumpsters will be provided at the shop building. Screening will be provided as required. As mentioned previously a fueling station will also be located on site with two 20,000 gallon underground storage tanks.

This is a secure facility with a chain link fence around the perimeter. There will be a guard shack at the entrance with gates at both the yard entrance and the employee parking lots.

The facility will operate twenty four hours per day, seven days a week with three shifts per day. Based on shift overlap, 264 employee parking spaces will be provided for Phase I. An additional 66 parking stalls will be added with Phase II addition. Six visitor parking stalls are also provided. The facility is a freight terminal and parking for 314 trailers, 176 vans, 114 tractors and dolly storage for 109 is included in Phase I and will be revised to 299 trailers, 233 vans, 160 tractors and 155 dolly storage spaces in Phase II. Attachment A provides an estimate of the arrivals and departures from the site on a daily basis.

ATTACHMENT A

Estimated

MKE Equipment Arrival and Departure Times

	City Departures	City Arrivals	Road Departures	Road Arrivals	Total
0001 - 0100					0
0100 - 0200					0
0200 - 0300					0
0300 - 0400	1				1
0400 - 0500					0
0500 - 0600					0
0600 - 0700	16			2	18
0700 - 0800	31			12	43
0800 - 0900	48			11	59
0900 - 1000	15			2	17
1000 - 1100	3	2			5
1100 - 1200	1	3			4
1200 - 1300	7	9			16
1300 - 1400	12	9			21
1400 - 1500	9	15			24
1500 - 1600	8	34			42
1600 - 1700	8	44			52
1700 - 1800	5	36			41
1800 - 1900		10			10
1900 - 2000		1	2		3
2000 - 2100		1	12		13
2100 - 2200			11		11
2200 - 2300			2		2
2300 - 2400					0
	164	164	27	27	382

Estimated

MKE Employee arrival and departure times

	Arrive	Leave	Total
0001 - 0100			0
0100 - 0200	6		6
0200 - 0300	6		6
0300 - 0400	8		8
0400 - 0500	8		8
0500 - 0600		1	1
0600 - 0700	5	14	19
0700 - 0800	7	6	13
0800 - 0900	17	26	43
0900 - 1000	23	4	27
1000 - 1100			0
1100 - 1200	6	3	9
1200 - 1300	4		4
1300 - 1400	3	5	8
1400 - 1500			0
1500 - 1600	5	2	7
1600 - 1700	20	13	33
1700 - 1800	6	22	28
1800 - 1900	1	11	12
1900 - 2000	2	19	21
2000 - 2100	12	18	30
2100 - 2200	11	2	13
2200 - 2300	2	5	7
2300 - 2400		1	1
	152	152	304



Oak Creek, Wisconsin

Specs

500 W Opus Drive | Oak Creek, WI 53154
48.65 Acres
115,661 SF (expandable to 147,474SF)
158 Doors (expandable to 218 doors)

Investment

PHASE ONE \$28M to \$31M
FULL PHASE \$32M to \$35M

Appraised Value

PHASE ONE \$31.9M
FULL PHASE \$36M (estimated)

Trips

Equipment

PHASE ONE 382 (191 in / 191 out)
FULL PHASE 534 (267 in / 267 out)

Auto

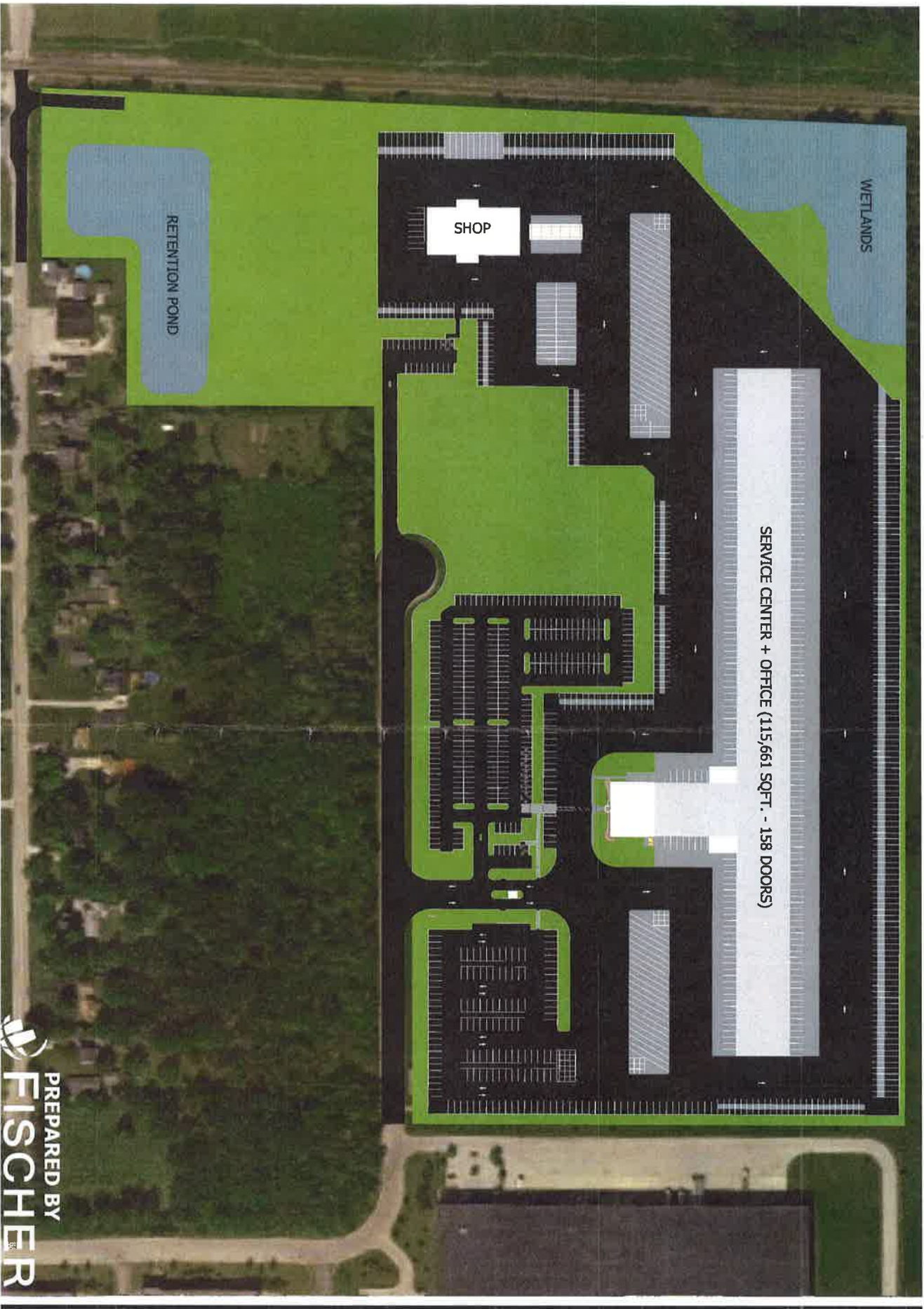
PHASE ONE 304 (152 in / 152 out)
FULL PHASE 426 (213 in / 213 out)

(Peak hours between 7:00am – 5:00pm)

Jobs

PHASE ONE 192 total jobs
130 full time
62 part time
\$7,153,000 estimated annual salary

FULL PHASE 315 total jobs
216 full time
99 part time
\$12,735,000 estimated annual salary



PREPARED BY
FISCHER

**PROPOSED FEDEX FREIGHT TRUCK TERMINAL
OAK CREEK, WI**







PREPARED BY
FISCHER

City of Oak Creek Common Council Report

Meeting Date: January 17, 2017

Item No. 6

Recommendation: That the Common council adopt Resolution No. 11781-010317, acknowledging and filing the 2017 calendar year salary grade plan and benefits for library personnel.

Background: Annually, the Oak Creek Public Library Board sets salary increases for their employees.

Fiscal Impact: Allocation has been made in the 2017 library budget.

Prepared by:



Jill Lininger
Library Director

Respectfully submitted,



Andrew Vickers
City Administrator

Fiscal Review by:



Bridget M. Souffrant
Finance Director

RESOLUTION ACKNOWLEDGING AND FILING THE
2017 CALENDAR YEAR SALARY GRADE PLAN AND
BENEFITS FOR LIBRARY PERSONNEL

WHEREAS, pursuant to S. 43.58(4), Wisconsin Statutes, the Library Board is authorized and empowered to set and fix the compensation to be paid to the personnel of the Public Library; and

WHEREAS, those affected full-time employees pursuant to this section shall receive the fringe benefits set forth in the current Personnel Manual; and

WHEREAS, the Library Board, in addressing retiree benefits for full-time employees who are eligible for retirement, has authorized those eligible full-time employees to receive the benefits set forth in the current Personnel Manual; and

WHEREAS, a health insurance premium co-payment of fifteen percent (15%) of the cost of the health insurance premium for a single and family medical plan, respectively will be paid by full-time Library employees. Full-time Library 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; and

WHEREAS, the Library Board has also transmitted to the Common Council a salary grade plan for Library Personnel effective January 1, 2017, which provides as follows:

	<u>2017 Salary Ranges</u>	<u>2016 Salary</u>	<u>2017 Salary</u>
Library Director	\$70,412 - \$78,570	\$74,995	\$75,520
Assistant Library Director	\$53,891 - \$59,759	\$55,852	\$56,243
Circulation Supervisor	\$43,238 - \$48,523	\$48,185	\$48,363
Librarians (full-time)	\$47,808 - \$52,590		
Librarian (part-time)	\$23,904 - \$26,295		
Substitute Librarians	\$17.12 - \$22.67		
Library Associates	\$13.98 - \$16.88		
Library Aides	\$12.58 - \$14.45		
Administrative Support	\$12.58 - \$14.45		
Library Pages	\$7.84 - \$9.64		

WHEREAS, Library personnel shall be paid for auto expense at the rate allowed under current I.R.S. regulation per the Travel Policy or shall be assigned City vehicles for their usage. In order to qualify for the above mentioned auto mileage reimbursement, the officials and employees designated must provide proof of insurance by a reasonable

insurance company for bodily injury and property damage liability within minimum policy limits of \$250,000/\$250,000/\$25,000. In order to receive mileage reimbursement a Declaration of Coverage page stating the policy limits shall be provided annually by January 31 to the Personnel Office.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Salary Grade Plan as hereinabove set forth be and the same is hereby acknowledged and filed.

BE IT FURTHER RESOLVED that the City Clerk be hereby authorized and directed to publish this resolution in the official newspaper as a Class 1 publication for public informational purposes.

This ordinance shall take effect and be in force upon its acknowledgement and publication and shall apply as of January 1, 2017.

Passed and adopted this _____ day of January, 2017.

President, Common Council

Approved this _____ day of January, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

7

City of Oak Creek Common Council Report

Meeting Date: January 17, 2017

Recommendation: The Personnel Committee recommends approval of Ordinance No. 2838, amending Ordinance 2836 fixing the salary ranges and allowances for non-union, general, management personnel, and other city offices and positions for the year 2017.

Background: On January 3, 2017, the Common Council approved Ordinance 2836 fixing 2017 wages and salary ranges for non-represented employees; however, the section for Police and Fire Management staff was held per the request of the Personnel Committee. The EMT Pay, Gun Allowance, and Total Compensation columns are new additions to this year's Ordinance. Ordinance 2838 - revising the Police and Fire Management section of the 2017 Salary Ordinance, will be reviewed by the Personnel Committee on January 17th.

Fiscal Impact: The 2017 City of Oak Creek budget approved by the Common Council on December 9, 2016 includes a 1.5% increase for the Police Lieutenants and Police Sergeants and .7% increase to annual wages for all other Police and Fire Management Personnel.

Prepared by:



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

Respectfully Submitted by:



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

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

ORDINANCE No. 2838

By: _____

AN ORDINANCE AMENDING ORDINANCE 2836 AND FIXING THE SALARY RANGES
AND ALLOWANCES FOR NON-UNION, GENERAL, MANAGEMENT PERSONNEL
AND OTHER CITY OFFICES AND POSITIONS FOR THE YEAR 2017

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

The pay ranges and rates of pay of those certain offices and positions covered by the Police and Fire Commission service under the control of the Common Council of the City of Oak Creek affecting management and supervisory personnel shall be as follows provided that the salary range and salaries are subject to review by the Common Council. Those affected employees pursuant to this section shall receive the clothing allowance and other fringe benefits set forth in the current Personnel Manual. Employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. These 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.

Police/Fire Commission Position Title	Current Salary	Salary as of 1/1/2017	Hourly Rate	EMT Pay (2%)	Gun Allowance	Total Compensation as of 1/1/2017	Starting Salary	Top Salary
Fire Chief	\$108,168	\$108,925	\$52.368	\$2,179	N/A	\$111,104	\$98,853	\$111,104
Assistant Fire Chiefs (2)	\$97,895	\$98,580	\$47.394	\$1,972	N/A	\$100,552	\$91,049	\$101,124
Battalion Chief	\$92,695	\$93,344	\$32.055	\$1,867	N/A	\$95,211	\$89,607	\$93,354
Battalion Chief	\$90,490	\$91,124	\$31.293	\$1,822	N/A	\$92,946	\$89,607	\$93,354
Battalion Chief	\$91,521	\$92,162	\$31.649	\$1,843	N/A	\$94,005	\$89,607	\$93,354
Police Chief	\$108,967	\$109,804	\$52.790	N/A	\$1,300	\$111,104	\$98,853	\$111,104
Captains (2)	\$101,165	\$101,873	\$48.977	N/A	\$1,300	\$103,173	\$98,853	\$111,104
Police Lieutenants (4)	\$93,308	\$94,708	\$45.533	N/A	\$1,300	\$96,008	\$94,708	\$94,708
Police Sergeant (6)	\$86,696	\$87,997	\$42.306	N/A	\$1,300	\$89,297	\$87,351	\$87,997

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 1, 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: January 17, 2017

Item No.: 8

Recommendation: Consider a motion to authorize the Information Technology Department to enter into an agreement with Titan Public Safety Solutions for (TiPSS) court software in the amount of \$56,272 (two-year payment program - \$27,997 in 2017 and \$28,275 in 2018).

Background: The current Phoenix software being utilized by the Municipal Court was developed for Police Departments and the Municipal Court module was an add on module. Phoenix is phasing out development and support of its court software module starting in 2017. There are several different software options available to the Municipal Courts; however, TiPSS is the software package written specifically for the Wisconsin Court system and is currently in use by most municipal courts in the area.

Advantages to TiPSS

1. Reports the yearly financials with all breakdowns.
2. Easily configure any type of statistics, case load, or report.
3. Cash Register connects payments on payment plans and allows the computer to update and apply to current citation and move on to next payment.
4. Citation reporting to COWS (Dept. of Transportation citation reporting website) and Dept. of Revenue automatically which will save hours of man-power (vs. sending in individually). The ability to report directly to the Dept. of Revenue has brought in additional dollars to individual municipalities. Franklin reports over \$80,000 and West Allis upwards of \$300,000! (2013) vs the \$914.50 we took in from 2015 by manually entering a very limited number of entries (manpower limitations).
5. It can print out all default letters, print letters, warrants and commitments and as a batch.
6. There is a TVRP (parking ticket) package which will save the city \$2.50 PER ticket that is suspended through the Dept. of Transportation (the city currently pays \$5 PER Ticket) – as of November 2015 the City has paid out \$1085 to the Dept. of Transportation to suspend parking tickets.
7. Automatic interface with Point & Pay (our current credit card vendor) so when a payment is made with a credit card it will automatically update payment status.
8. They are local and customized for Wisconsin municipalities/laws/statutes.

Fiscal Impact: The total cost is \$56,272. This purchase was approved and budgeted for in the 2017 CEP - Project #17007. The second payment will occur in the 2018 CEP budget.

TiPSS Software	\$37,474.00
Year 1 annual support	\$9,260.00
Year 2 annual support	\$9,538.00
Total	\$56,272.00

2017 CEP Payment	\$27,997.00
2018 CEP Payment	\$28,275.00
Total	\$56,272.00

The ability of the City of Oak Creek to automatically participate in the Federal and Wisconsin Tax Refund Interception Programs (TRIP) is estimated to generate more than the cost of the software in additional revenue in each of the first two years.

Respectfully submitted by:



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

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared by:



Caesar F. Geiger
Information Technology Manager

Approved by:

Alice A. Rudebusch
Municipal Judge

LICENSE AGREEMENT

Titan Public Safety Solutions, L.L.C.

and

Oak Creek Municipal Court

This is an AGREEMENT between:

TITAN PUBLIC SAFETY SOLUTIONS, L.L.C., with its principal office at 4624 S. Biltmore Lane, Madison, WI 53718 (“TiPSS”)

and

OAK CREEK MUNICIPAL COURT, with its office at 301 West Ryan Road, Oak Creek, WI 53154 (“Customer”).

TiPSS owns certain software and related documentation, which it desires to license to Customer, and Customer desires a nonexclusive license to use such software and documentation in the United States on the terms and conditions of this Agreement.

TiPSS and Customer have entered into this License Agreement as of January 6, 2017 with respect to the Use of the Licensed Products and Customer’s obligation to maintain the secrecy of Confidential Information (as these and other capitalized terms are defined in the License Agreement), except as otherwise required by Federal or Wisconsin Public Records laws.

LICENSE AGREEMENT

Accordingly, the parties agree as follows:

1. DEFINITIONS

"Licensed Products" means the proprietary computer software programs ("Software") and instructions, specifications, guides, manuals and other forms of documentation ("Documentation") which are identified on Exhibit A hereto, together with any proprietary programs and documentation which may be added to such list, upon Customer's request, by a supplement to Exhibit A, duly executed by both parties. In addition, the term "Software" shall include any related Program Fixes, Program Enhancements or Program Updates, which might be provided by TiPSS pursuant to any Systems Support Agreement with Customer.

"Use" means (a) entering into and/or storing in a machine any portion of the Software; (b) transmitting any portion of the Software to a machine for processing; (c) compiling, executing, translating or interpreting any code or machine instructions contained in the Software; (d) displaying any of the Software in connection with the processing of such code or machine instructions; and (e) use of any Documentation in conjunction with the Software.

"Designated Computer System" means the hardware owned by the Customer and operated by Customer.

"Customer" includes the Oak Creek Municipal Court, the departments of the City of Oak Creek, and the third party information services providers contracted by the Customer, but only to the extent that such providers are performing work for and on behalf of the Customer.

"Confidential Information" means information which:

- a) is contained or manifested in the Licensed Products, or in any Program Fix, Program Update or Program Enhancements (as those terms are defined in any applicable Systems Support Agreement);
- b) is created, developed, or otherwise generated by or on behalf of TiPSS;
- c) concerns, or relates to any aspect of TiPSS business; and
- d) is, for any reason, identified by TiPSS as confidential;

Except such information which:

- a) at the time of this Agreement is publicly and openly known and in the public domain; or
- b) after the date of this Agreement becomes publicly and openly known and in the public domain through no fault of Customer; or

- c) is in Customer's possession prior to this Agreement and lawfully obtained by Customer from a source other than from TiPSS; or
- d) is, following a reasonable opportunity for TiPSS to dispute and debunk such a determination, determined to be considered open or public record as required by State or Federal law.

2. USE OF LICENSED PRODUCTS

- 2.1 Subject to the terms and conditions of this Agreement, TiPSS grants to Customer a corporate, nonexclusive and nontransferable license to Use the Licensed Products in the United States.
- 2.2 No rights are granted hereunder to Use any Licensed Products for which any uncontested required payment has not been received by TiPSS. If such uncontested required payment is subsequently received by and such funds are accepted by TiPSS, the rights granted hereunder to use any Licensed Products shall extend retroactively to cover the period to which the payment applied.
- 2.3 The Customer acknowledges that the Licensed Products contain trade secrets of TiPSS, and that this Agreement does not grant the Customer any ownership or title in or to any part of the Licensed Products. Customer agrees that it will never take or cause any action, which would be inconsistent with or tend to impair the rights of TiPSS in the Licensed Products, except to the extent any disclosure of confidential information by Customer is required by order of a Court or by applicable law; provided, however, Customer shall provide TiPSS with the opportunity to secure a protective order in the context of any court order which requires disclosure of confidential information by Customer.
- 2.4 The Customer shall NOT, without the prior written consent of TiPSS in each instance, Use the Licensed products or permit the Licensed Products to be used (directly or indirectly):
 - a) other than solely for User's internal business purposes;
 - b) by the number of concurrent users in excess of the count listed in Exhibit A for each software module;
 - c) for the processing of data for any non-licensed party;
 - d) at a location other than that specified in this Agreement;
 - e) by any entity other than Customer; or
 - f) other than solely on the Designated Computer System.
- 2.5 Customer shall not knowingly Use the Licensed Products, directly or indirectly, in a manner contrary to the Export Administration Regulations issued by the U.S. Department of Commerce.
- 2.6 Customer shall notify TiPSS promptly of the circumstances surrounding any unauthorized possession or use of knowledge of any part of the Licensed Products.

- 2.7 Customer shall not undertake to copyright, trademark or apply for patent or other proprietary grant of right with respect to the Licensed Products.
- 2.8 Nothing in this Agreement grants to Customer the right to sell, lease, sublease or otherwise transfer or dispose of the Licensed Products in whole or in part.

3. MODIFICATION AND REPRODUCTION OF LICENSED PRODUCTS

- 3.1 The Customer shall NOT, without prior written permission from TiPSS (a) make (or permit to be made) any copies of the Licensed products provided to Customer in printed or human-readable form, or (b) reproduce Software provided to Customer in the form of machine-readable code or Derivative Software, except to the extent such copies and reproductions are necessary to enable the limited Use licensed under Section 2 of this Agreement. Any such copies or reproductions shall be solely for the Use of Customer.
- 3.2 All full or partial copies of Licensed Products shall be owned by TiPSS and considered part of the Licensed Products licensed under this Agreement. Customer shall maintain records of such copies in accordance with Section 5 of this Agreement.
- 3.3 It is agreed that a single archive copy of Software is sufficient to support Customer's Use. At no time shall more than one archive copy of the installation media exist without prior written permission of TiPSS.
- 3.4 All backup copies of Licensed Products shall include the same proprietary notices and legends which appear on the label of the Licensed Products supplied by TiPSS.
- 3.5 Customer shall not, without prior written consent of TiPSS, keep any copies of the Licensed Products at a location other than the location specified in of this Agreement, excepting the archive copy of the code.

4. CONFIDENTIAL INFORMATION

- 4.1 All Licensed Products are and shall be the sole and exclusive property of TiPSS. Customer shall not take or cause any action, which would be inconsistent with or tend to diminish or impair TiPSS' rights in Licensed Products, other than Customer's exercises of its rights under this License Agreement.
- 4.2 Confidential Information is revealed to Customer in strict confidence, and solely for the purpose of the business arrangement. Customer shall not use, or induce others to use, any Confidential Information for any other purpose whatsoever.
- 4.3 Customer acknowledges that the Licensed Products are unique and were developed or otherwise acquired by TiPSS at great expense, and that any unauthorized disclosure or Use of the Licensed Products would cause irreparable injury or loss to TiPSS for which damages would be an inadequate remedy.

- 4.4 Customer shall, at all times, hold in confidence the Confidential Information and shall never disclose, or permit disclosure of, such Confidential Information (including methods or concepts utilized in the Licensed Products) to anyone, except to employees of Customer (including contractors as included in the definition of Customer) to whom disclosure is necessary in connection with the limited license to Use granted in Section 2 of this Agreement. Customer further agrees to exercise all reasonable precautions to prevent access to the Licensed Products by unauthorized persons.
- 4.5 Customer shall never de-compile or otherwise generate source code for the Software and shall never reverse engineer the Software.
- 4.6 Prior to disposing of any computer media or apparatus, Customer shall ensure that any Software contained by such media or stored in such apparatus has been completely erased or otherwise destroyed.
- 4.7 No provision of this section shall require or compel the Customer to violate state or federal open/public record requirements and the Customer shall not be in violation of this section or this Agreement if complying with such requirements; however, the Customer shall contact TiPSS prior to release of any record or information which may reasonably be considered Confidential by TiPSS for the purpose of allowing TiPSS to dispute and debunk such a release determination.

5. RECORDS

- 5.1 Customer shall maintain and provide to TiPSS, within ten (10) days of request, appropriate records specifying as to individual users: the name of each individual then currently with access to Licensed Products.

6. PERFORMANCE BY TiPSS

- 6.1 TiPSS shall deliver the then current version of the Licensed Products (in the form of machine-readable object code and certain human-readable documentation) to Customer within 90 days after the effective date of this Agreement. TiPSS shall give Customer no less than five (5) days prior notice of the actual date of delivery of the Licensed Products. TiPSS shall not be liable to Customer if a delivery delay is due to causes beyond its control. In such event, the time for performance hereunder shall be extended by the period of any such delay.
- 6.2 In the event that on-site services are requested by the Customer, the Customer shall reimburse TiPSS for travel, lodging and other incidental expenses arising in connection with installation and training. TiPSS will provide an estimate of expenses for customer approval prior to providing the service.
- 6.3 TiPSS shall provide remote software installation service and support, conversions, custom form letters, remote training, and training manuals as summarized in Exhibit A.

7. WARRANTY AND LIMITATION OF LIABILITY

- 7.1 TiPSS warrants that it is the owner of the Licensed Products and all proprietary rights relating thereto, and that it has full power and authority to authorize and license the Customer to Use the Licensed Products in accordance with the terms hereof.
- 7.2 The Licensed Products are provided on an "AS IS" basis, except that TiPSS warrants the following: (i) that the physical media of the Licensed Products shall be free from defects at the time of delivery; (ii) that the Licensed Products shall perform substantially in accordance with the manual TiPSS provides to Customer with the Licensed Products; and (iii) that the Licensed Products supplied by TiPSS do not infringe upon the trademark, copyright or patent rights of any third party. With respect to such media, TiPSS shall replace the same if notified within ten (10) days after delivery of the Licensed Products. With respect to the warranty regarding performance of the Licensed Products, such Warranty shall continue for a period of sixty (60) days following the date Customer commences use of the Licensed Products. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer understands that no maintenance or support services are provided under this Agreement, but that such services may be secured by execution of a Systems Support Agreement.
- 7.3 Customer has full responsibility for determining the hardware and software necessary to operate the Software, and TiPSS will not provide any hardware or software other than the Licensed Products. Further, Customer has full responsibility for control and management of the Use of the Licensed Products, including by way of non-limiting example, proper operating procedures, equipment configurations, audit and backup procedures, restart and recovery procedures, and checkpoints for input/output accuracy.
- 7.4 TiPSS' liability for damages arising under this Agreement or pursuant to Customer's Use of the Licensed Products, excluding any damages or costs on account of any infringement action not caused by the fault of Customer, shall be limited to the charges paid to it by Customer pursuant to Section 8 of this Agreement. EXCEPT FOR ANY LIABILITY TO CUSTOMER ARISING SOLELY FROM THE INFRINGEMENT OF THE LICENSED PRODUCTS ON THE RIGHTS OF ANY THIRD PARTY WHICH IS CAUSED BY TiPSS, IN NO EVENT SHALL TiPSS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND COST OF DOWN-TIME) ARISING OUT OF OR RELATED TO THE LICENSED PRODUCTS OR ANY USE THEREOF, EVEN THOUGH TiPSS MAY KNOW OR HAVE BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

8. CHARGES AND PAYMENT

- 8.1 Customer agrees to pay TiPSS for each copy of the Licensed Products used by Customer, as set forth in Exhibit A hereto, which are incorporated herein by reference.

- 8.2 Customer shall be invoiced for all amounts due under paragraph 8.1 above upon installation and successful operation of the TiPSS software, unless an alternate payment plan has been agreed to.
- 8.3 Customer shall pay TiPSS the charges for all services that are specified in Exhibit A hereto.
- 8.4 Customer shall pay all undisputed charges on invoices within sixty (60) days of the date of the invoice. Customer shall, in addition, pay interest at the rate of 18% per annum (or the maximum rate permitted by law) on any undisputed invoice amounts which are not paid within such sixty (60) day period. Notwithstanding the foregoing, interest shall not accrue on charges disputed within such sixty (60) day period until ten (10) days after the resolution of the dispute.

9. INFRINGEMENT

- 9.1 Customer shall take reasonable steps to ensure that none of its actions lead to an infringement of any patent, copyright, or other proprietary right of TiPSS in the Licensed Products, and shall immediately notify TiPSS of any known or attempted infringement.
- 9.2 In the event Use of the Licensed Products is enjoined, TiPSS shall, at its option, obtain for Customer the right to continue using the Licensed Products, or modify the Licensed Products to make them non-infringing.

10. TERM AND TERMINATION

- 10.1 The license granted hereunder shall commence upon execution of this Agreement by TiPSS.
- 10.2 TiPSS may terminate the Customer's license to Use the Licensed Products, in the event that the Customer fails to perform any of its obligations hereunder and fails to remedy such nonperformance within thirty (30) calendar days, which period may be extended at the discretion of TiPSS, after receiving written demand therefor. TiPSS' termination of Customer's license to Use the Licensed Products and/or repossession of the Licensed Products shall be without prejudice to any other lawful remedies that TiPSS may have.
- 10.3 The Customer's license to Use the Licensed Products may be terminated at any time by the Customer upon written notice to TiPSS.
- 10.4 It is expressly understood and agreed that Customer's obligations to keep the Confidential Information confidential and to keep records under Sections 4 and 5 of this Agreement shall continue even after the termination, for any reason, of this Agreement or any provision hereof, provided however, that Customer's obligation to maintain records as provided herein shall expire one (1) year after termination.
- 10.5 Upon termination for non-payment of the Customer's license to Use the Licensed Products, Customer shall immediately:

- a) cease all Use of the Licensed Products, except that Customer may, for a maximum of 60 days, continue to use the Licensed Products to the extent necessary to promptly retrieve all of Customer's data and convert it into another machine- or human-readable format;
- b) return all parts of the Licensed Products, together with all authorized and unauthorized copies of the Licensed Products, including all copies of any documentation, notes, listings, and all other materials, media and items comprising, or embodying the Confidential Information, except to the extent that the Customer is required to maintain such indicated items as required by law;
- c) remove and purge all electronically stored copies and portions of copies of the Licensed Products; and
- d) keep the Confidential Information confidential, subject to Section 4 above.

11. RISK OF LOSS

- 11.1 TiPSS agrees to replace, at no additional cost to Customer, any of the Licensed Products, which are lost or damaged in shipment or are otherwise defective. If Customer loses or damages any Licensed Product, TiPSS shall replace such Licensed Product, subject to availability, at an additional charge to Customer not to exceed \$100.00.

12. MISCELLANEOUS

- 12.1 Neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferable by Customer, in whole or in part, except in connection with a sale of Customer's entire business.
- 12.2 The rights of TiPSS and the obligations of Customer hereunder shall inure to the benefit of TiPSS' nominees, successors and assigns, and shall be binding upon Customer and its heirs, assigns and legal representatives.
- 12.3 Any notices required or permitted to be given pursuant to this Agreement shall be in writing and sent by certified mail, postage prepaid and return receipt requested, to the parties at their addresses set forth above, or to such other address as either of them may specify to the other in writing from time to time.
- 12.4 This Agreement shall be construed in accordance with the laws of the State of Wisconsin. In the event of any dispute arising under this License Agreement, venue shall be proper only in Circuit Court and both parties waive any right to commence or prosecute an action in any other forum.

- 12.5 This Agreement, and the Exhibits hereto, contain the entire understanding of the parties respecting the subject matter hereof and supersedes all previous verbal and written agreements. The Agreement may not be modified except by a writing expressly purporting to modify this Agreement and signed by the party against whom enforcement of the change is sought.
- 12.6 No term or provision of this Agreement shall be deemed waived by either party, nor breach excused by such party, unless such waiver or excuse is in writing and signed by such party. No consent by either party to, or waiver by either party of, a breach by the other party, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any other different or subsequent breach by such other party.
- 12.7 If any provision of this Agreement shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity or enforceability of any legal and enforceable provision hereof.
- 12.8 No action arising out of any claimed breach of this Agreement or transactions relating hereto may be brought by either party more than two (2) years after discovery of the factual and legal basis for such claim.

EXECUTED as an Agreement on the date written above.

OAK CREEK MUNICIPAL COURT

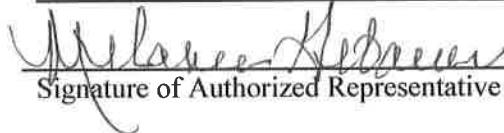
Signature of Authorized Representative

Name (type or print)

Title

Date

TITAN PUBLIC SAFETY SOLUTIONS, LLC



Signature of Authorized Representative

Melanie Gebauer, MBA

Name (type or print)

Member

Title

January 6, 2017

Date

EXHIBIT A

LICENSED PRODUCTS & SERVICES		
PRODUCT	License & Service Fees	Quote Number
<i>TiPSSCourts</i> – 3 Concurrent Licenses	\$ 14,884	2016-012
<i>TiPSSTaxIntercept Interface</i>	4,120	2016-012
<i>TiPSSSDC Interface</i>	1,500	2016-012
<i>TiPSSDOT Interface</i>	4,120	2016-012
<i>TiPSSTraCS Interface</i>	1,288	2016-012
<i>TiPSSWebPayment</i> (Courts)	500	2016-012
<i>TiPSSParking</i> – 1 Concurrent License	4,120	2016-012
<i>TiPSSParking/Tax Intercept Interface</i>	773	2016-012
<i>TiPSSParking/TVRP Interface</i>	1,034	2016-012
<i>TiPSSWebPayment</i> (Parking)	250	2016-012
<i>TiPSSCashRegister</i> – 1 Workstation License	4,635	2016-012
<i>TiPSSWebPayment</i> (Cash Register)	250	2016-012
GRAND TOTALS	\$ 37,474	2016-012
<i>Fees listed above do not include annual support fees.</i>		

TiPSSCashRegister

TiPSSCashRegister is a fully functioning cash handling solution that provides for centralized cash receipting of fines and fees collected by the Police Department and/or Municipal Court. It integrates with *TiPSSCourts* and *TiPSSParking* to query the amount due and receipt full and/or partial payments. Our custom point of sale software validates the back of the check and/or citation, endorse the check, prints the receipt, opens the cash drawer, and reconciles the cash drawer and deposits the cash. The *TiPSSCashRegister* is designed for use with a regular monitor or optimally with a touch screen monitor.

Oak Creek Municipal Court**Proposal Number:** 2016 – 012r**Proposal Summary Sheet****Proposal Date:** March 10, 2016**Proposal Expiration:** February 28, 2017

Product/Service	License Type	Description	Number of Licenses		Addt. Juris.	License & Service Fees	Annual System Support (2016)	Proposal Totals
			Full-Access	View-Only				
TiPSSCourts with TiPSSDOT Interface, TiPSSTax Intercept, TiPSSTraCS Courts, TiPSSCourts Point & Pay Interface	Concurrent	License Installation/Setup (Remote) User Manual (1) Custom Form Letters (3) Offense /Street Conversion Training (1 participant)	3			\$26,412	\$6,860	\$33,272
TiPSSParking with TiPSSTVRP Interface, TiPSSTax Interface, TiPSSParking Point & Pay Interface	Concurrent	License Installation/Setup (Remote) User Manual (1) Offense /Street Conversion Training (1 participant)	1			\$6,177	\$1,445	\$7,622
TiPSSCash Register with TiPSSCash	Workstation	License Installation/Setup (Remote) Court and/or Parking Interf. Training (Remote)	1			\$4,885	\$955	\$5,840
PROPOSAL TOTAL						\$37,474	\$9,260	\$46,734

The pricing detail presented above is confidential information between the CUSTOMER and TiPSS; not for public use or disclosure.

2-Year Payment Plan Option

LICENSE & SERVICE FEES	2016	2017	Totals
TiPSSCourts	\$13,206	\$13,206	\$26,412
TiPSSParking	\$3,088	\$3,089	\$6,177
TiPSSCash Register	\$2,443	\$2,442	\$4,885
Sub-Total - License & Service	\$18,737	\$18,737	\$37,474

ANNUAL SYSTEM SUPPORT (full-year; shown at 3% for example only)	2016	2017
TiPSSCourts	\$6,860	\$7,066
TiPSSParking	\$1,445	\$1,488
TiPSSCash Register	\$955	\$984
Sub-Total - Annual Support	\$9,260	\$9,538

GRAND TOTALS	\$27,997	\$28,275
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City of Oak Creek Common Council Report

Meeting Date: 1/17/17

Item No.: 9

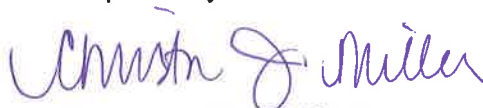
Recommendation: That the Common Council approve license agreements with SESAC (Society of European Stage Authors and Composers), BMI (Broadcast Music Inc.), and ASCAP for the re-broadcast of music by licensed performers.

Background: There are three music copyright protection/licensing companies - ASCAP, BMI and SESAC. The artists receive royalties when their work is used, including music in the park, replaying radio music over the phone system, etc. It is recommended that these annual payments be approved.

Fiscal Impact: The fees that are due, pursuant to the agreements, are based on population. In this instance, Oak Creek falls in the 1-50,000 population category for BMI for a 2017 fee of \$307.80; SESAC - 25,001-50,000 for a fee of \$793 and ASCAP - 1-50,000 for a fee of \$341.

Payment of a combined total of \$1,441.80 will be taken from Account 10-40-44-42000 General Government Dues and Publications.

Prepared by:



Christa J. Miller, WCMC
Deputy City Clerk

Respectfully submitted by:



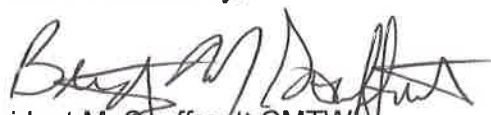
Andrew J. Vickers, M.P.A.
City Administrator

Approved by:



Catherine A. Roeske
City Clerk

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller



Invoice & Remittance Advice	
Account Number:	1894386
Billing Number:	29224283
Billing Date:	02-JAN-2017
Total Amount Due:	USD 307.80
Amount Enclosed:	

Pay Online: www.bmi.com/payments

City Clerk
Oak Creek, Wisconsin
8040 S 6th Street

18943862922428300000003078010

Oak Creek WI 53154

BMI
PO Box 630893
Cincinnati OH 45263-0893

Contact us: (888) 492-6264
www.bmi.com/email

Please return the above portion with your payment
Correspondence written on this notice or sent to this address will not be recognized by BMI

Billing Number	Beginning Balance	Billed and Adjusted	Payments	Ending Balance
29224283	\$0.00	\$307.80	\$0.00	\$307.80

Date	Type	Transaction #	Description	Amount Due (in USD)
Account# 1894386 Oak Creek, Wisconsin 8640 S Howell Ave P O Box 27 Oak Creek WI 53154				
01-JAN-2017	INV	9434657	Estimated Fee 01/01/2017 - 12/31/2017	\$307.80

If you are billed quarterly or semi-annually and your payment is 90 days past due, the unpaid balance of your Annual Fee is now due in full.

BMI customers have the following online features:

Manage your account online using the account and billing numbers appearing on the top of this invoice at: www.bmi.com/lge. For the best online experience, please use the Google Chrome browser. Make a payment at: www.bmi.com/payments using the account number and billing number above to login. In addition to American Express, MasterCard, Discover and VISA, we now accept payments from BOTH business and personal checking accounts.

Recently held a Special Event with gross revenues in excess of \$25,000 or more? These events should be reported within 90 days as outlined in your BMI Local Government Entities License agreement. Please contact your BMI representative at 877-264-2137 to request a report form.

Connect with additional savings for your business at: www.bmi.com/jbl - www.bmi.com/dell - www.bmi.com/fedex.

10-40-44-42000

Profile Details

Music Profile Information for: 01/01/2017 - 12/31/2017				Invoice: 9434657	
The following information represents changes to your account.					
8640 S Howell Ave P O Box 27 Oak Creek, WI 53154	Profile Details	Adjusted Profile Details	Previous Fees	Adjusted Annual Fee	Change In Fee
Base License Fee			0.00	342.00	342.00
Population		1			
Discount Amount			0.00	(34.20)	(34.20)
		10% Group Discount			

RETAIN THIS
PORTION FOR
YOUR RECORDS.

MUSIC LICENSE ACCOUNT INVOICE



35 MUSIC SQUARE EAST
NASHVILLE, TN 37203-4362
1-615-320-0055

Acct # 63-48-01019 ID# 240838

City of Oak Creek

INVOICE

ACCOUNT BILLED: ANNUALLY

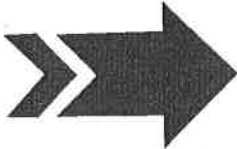
Date printed: 12-14-16

SESAC FED. I.D. NO.: 13-1325220

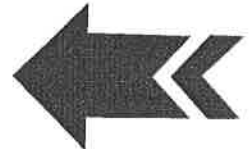
REF. NO.	TRANS. DATE	CURRENT CHARGES	PAYMENTS/ADJUSTMENTS	SUB-TOTAL	CODE
4388671	1-01-17	793.00		793.00	IV

The 1-01-17 invoice amount noted above represents License fees for the period of 1-01-17 thru 12-31-17.

AJ - ADJUSTMENT CM - CREDIT MEMO DS - DISCOUNT	IV - INVOICE LC - LATE CHARGE PY - PAYMENT	TX - TAX	TOTAL DUE	\$793.00
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In accordance with your SESAC license, your 2017 annual fee is \$793.00.



Mail any correspondence to: SESAC Inc., 35 Music Square East, Nashville, TN 37203

PAYMENTS RECEIVED AFTER THE 15TH OF THE MONTH DO NOT APPEAR ON THIS INVOICE
PAYMENTS ARE POSTED TO THE OLDEST OUTSTANDING CHARGES

Two ways to pay! 1) Return this stub with your check or 2) Pay online at www.sesac.com/pay

To avoid late charges, please pay the total due by the due date.

DATE DUE	01-01-17	TOTAL DUE	\$793.00
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If paying by check:

CHECK NO.: _____ AMOUNT PAID \$ _____

FOR INTERNAL USE ONLY			
Loc:	Oak Creek	WI	
Acct:	63-48-01019	ID#:	240838
CnCd:	IB		

Pay online at www.sesac.com/pay			
Account Number: 63-48-01019 ID Number: 240838			
or Call 1-615-320-0055			

CITY OF OAK CREEK
8040 S 6TH ST
OAK CREEK WI 53154-2996

SESAC
P.O. BOX 900013
RALEIGH, NC 27675-9013

36338

63480101902408380000079300



PO BOX 331608
Nashville, TN 37203-7515
Attn: Account Services
Phone: 1-800-505-4052
Fax: 1-615-691-7795

CITY OF OAK CREEK

DEC 28 2016

RECEIVED

December 20, 2016

G6EX6X003001580 -

Christa Miller
Deputy City Clerk
City Of Oak Creek
City Of Oak Creek
8040 S. 6th Street
Oak Creek, WI 53154

Re: Account No. - 500601424
City Of Oak Creek
City Of Oak Creek
8040 S. 6th Street
Oak Creek, WI 53154

Dear Mr. Miller:

Hello from ASCAP! We thank you for being an ASCAP licensee, and for recognizing the immense value music brings to your constituents.

To ensure that your ASCAP license remains current, we ask that you please complete the following step:

1. Submit payment for your 2017 license

Go paperless – pay your license fees online! Access your account at www.ASCAP.com/mylicense to pay your statement online with either check or credit card.

Your online account also makes it easy to:

- Print invoices for current or past billing cycles on demand
- Update your contact information
- Live chat with a customer service agent if you have any questions or concerns
- Complete a report if there have been changes to your population or if you have a special event to report

If you would prefer to send your payment through mail, we have enclosed your current Billing Statement and a self-addressed envelope for your use. Please mail full payment to the address on the remittance portion of your invoice.

Your adjusted rate schedule for 2017 is attached and reflects a rate increase of approximately **1.63599%**, based on the increase of the Consumer Price Index, All Urban Consumers – (CPI-U) between October 2015 and October 2016.

If you have any questions about your license, reporting, and/or payment, please don't hesitate to contact our office at 1-800-505-4052 or send us an email at glcs@ascap.com.

Remember, 88¢ of every \$1 from your license fee goes directly to our members, helping them pay their bills and continue writing music. Our 600,000+ songwriters, composers, and music publisher members thank you for being an ASCAP licensee and supporting music creators!

Sincerely,

Account Services

Account Services

Enclosures:

- Rate Schedule
- Report Form
- Return Envelope

F0166_0117
IMLA




LOCAL GOVERNMENT ENTITIES
2017 Rate Schedule and Report Form

Account No.: 500601424

Premise Name: City Of Oak Creek; Oak Creek, WI

Report Due: 12/30/2017


SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$341.00
50,001	to	75,000	\$680.00
75,001	to	100,000	\$818.00
100,001	to	125,000	\$1,091.00
125,001	to	150,000	\$1,363.00
150,001	to	200,000	\$1,772.00
200,001	to	250,000	\$2,180.00
250,001	to	300,000	\$2,590.00
300,001	to	350,000	\$2,999.00
350,001	to	400,000	\$3,408.00
400,001	to	450,000	\$3,814.00
450,001	to	500,000	\$4,226.00
500,001	Plus***		\$5,178.00

*** \$5,178.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$68,140.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$341.00

License Fee for Year 2018 and Thereafter

For each calendar year commencing 2018, all dollar figures set forth in Schedules A, B and C above (except for \$500.00 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

LOCAL GOVERNMENT ENTITIES (continued): *(Please complete form in its entirety.)*

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

Report Year: _____

Annual License Fee: **\$341.00** *(Due within 30 days of Renewal Date.)*

Total Fees Reported From Any or All of Schedules A, B or C: \$ _____

Base Licensee Fees accompanied by a completed Report Form are due and payable within 30 days of the License Agreement's renewal date. The Report along with payment may be mailed to the ASCAP address below.	
Contact Person: _____ <small>(Please print Contact's Name.)</small>	_____ <small>(Please print Contact's Title.)</small>
Phone No.: (____) _____	Fax No.: (____) _____
Email: _____	Website: _____
I certify that the above information is true and correct.	Signature: _____
Dated: _____	<small>(Please print Name and Title of Signature name above.)</small>

GLCS@ascap.com 1-800-505-4052 1-615-691-7795 (FAX)
Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

12/20/2010 F0166_0117



Account No.: 500601424

City Of Oak Creek
8040 S. 6th Street
Oak Creek, WI 53154

ASCAP IMLA
Account Services
P. O. Box 331608-7515,
Nashville, TN 37203-9998

City of Oak Creek Common Council Report

Meeting Date: January 17, 2017

Item No.: 10

Recommendation: That the Common Council approves payment of the obligations as listed on the January 11, 2017 Invoice GL Distribution Report.

Background: Of note are the following payments:

1. \$5,015.00 to Badger Truck Equipment (pg #2) for snowplow and plow truck side, Street Department vehicle #19.
2. \$9,000.00 to Baycom, Inc. (pg #3) for 2017 Radio maintenance agreement, Police Department.
3. \$62,982.70 to Benistar (pg #3) for January Medicare supplement insurance.
4. \$6,837.91 to Bibliotheca, LLC (pg #3) for annual service and maintenance fee, Library Department.
5. \$10,085.00 to Butters-fetting CO, INC. (pg #4) for boiler piping repairs at the Police Department.
6. \$6,292.75 to Community Design Group (pg #5) for professional services relating to Safe Routes to school.
7. \$6,200.00 to CORE BTS, Inc. (pg #5) for VOIP Phone system, final phase.
8. \$12,158.76 to Ditech Financial LLC (pg #6) for tax overpayment refund.
9. \$283,826.00 to Edgerton Contractors, Inc. (pg #6) for Lake Vista community Park and playground.
10. \$11,450.00 to ESRI, Inc. (pg #7) for annual license fee, IT Department.
11. \$8,130.50 to Godfrey & Kahn S.C. (pg #9) for legal services regarding Drexel Town Square, Emerald Row, 6th & Rawson, and Lakefront.
12. \$62,829.48 to JPM (pgs #28-33) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
13. \$13,567.00 to Locution Systems, Inc. (pg #15) for 2017 annual maintenance fee, Fire Department.
14. \$63,220.00 to Magill Construction Company, Inc. (pg #15) for communication tower construction.
15. \$5,120.00 to Professional Service Industries (pg #20) for Drexel Ave landfill ground water monitoring fee.
16. \$79,405.37 to PropPhoenix (pg #20) for annual maintenance and support fee – IT Department.
17. \$44,009.70 to Rasch Construction & Engineering (pg #21) for Lake Vista structure construction and engineering services.
18. \$8,595.59 to Rivistas Subscription services (pg #22) for magazine subscription renewal, Library Department.
19. \$5,741.64 to Ronald & Dawn McCarthy (pg #16) for Tax overpayment refund.
20. \$7,539.00 to Ruckert/Mielke (pg #22) for annual license fee, IT Department.
21. \$8,170.00 to Security Benefit Group (pg #23) for 2016 WI HRA Veba plan, Police Officers.

22. \$8,610.80 to SOVOS Compliance (pg #24) for affordable care act reporting assistance.
23. \$33,320.79 to WE Energies (pgs #26-27) for street lighting, electricity and natural gas.
24. \$13,265.88 to WI Dept of Revenue (pg #27) for 2016, payable 2017, municipal fee for assessment of manufacturing property.
25. \$22,892.57 to Willkomm Excavation & Grading (pg #28) for Lakefront Parkway and Pathway construction.
26. \$15,635.93 to World Fuel (pg #28) for fuel inventory.

Fiscal Impact: Total claims paid of \$979,650.00. Of this grand total paid, \$362,059.96 will impact the 2016 fiscal year. The remaining amount, \$617,590.04, will impact the 2017 fiscal year.

Prepared by/Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,


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

City of Oak Creek Common Council Report

Meeting Date: January 17, 2017

Item No.: 11

Recommendation: That the Common Council gives the Fire Department approval to apply for a SAFER Act Grant and determine the number of firefighters we should apply for.

Background: The Federal government has again offered the Staffing for Adequate Fire and Emergency Response (SAFER) Grant. The program is modeled after the COPS grant program which helps communities fund new police positions. The City has applied in the past.

The program provides funding of 75% the first year, 75% the second year, and 35% the third year. In the fourth year the positions are fully funded by the City. The dollar value is based on wages and benefits but only at the first year firefighter's base wage and benefit.

Below outlines the city's cost equivalency. For example, if we are granted and accept 6 firefighter positions the city's cost is equivalent to funding 1.5 firefighters the first year, 1.5 the second year, and 3.9 the third year.

Firefighters Asked for	Equivalent Cost yr1	yr2	yr3
6	1.5	1.5	3.9
5	1.25	1.25	2.5
4	1	1	2.6
3	0.75	0.75	1.95

The application period for this program concludes on February 10th 2017. If the grant is awarded to the department, we will return to the Common Council to request permission to accept the grant before proceeding. A default 90-day recruitment period begins when the application is approved for award.

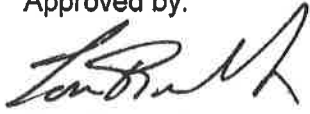
Fiscal Impact: If the grant is awarded, the department will provide a 3 year cost projection and seek approval from the Council before acceptance.

Respectfully submitted by:



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

Approved by:



Tom Rosandich
Fire Chief

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

City of Oak Creek Common Council Report

Meeting Date: January 17, 2017

Item No.: 12

Recommendation: To approve the purchase of a 2016 Schwarze A9 Sweeper on a Kenworth K370 Chassis from R Now Inc. in the amount of \$240,029.50.

Background: The Streets, Parks & Forestry Department currently has a 2000 HD Tymco Sweeper on a Freightliners FC70 Chassis that is used for cleaning our city streets, and keeps Oak Creek in compliance with our NR216 permit required by the DNR. The City's NR 216 (storm water quality permit) requires that Oak Creek sweep curbed roads in accordance with the schedule used to achieve and maintain compliance with NR 151, Wis. Adm. Code. Our city street sweeping program has collected 3,966,540 pounds of sediment off our roadways since 2000, which would otherwise have ended up in our storm water runoff system. Street sweepers are high maintenance pieces of equipment that generally have about a ten year lifespan, our current unit is 17 years old and has reached the end of its useful life.

Initially we began looking at new streets sweepers that meet the criteria of the permit that requires us to have a pure vacuum or a regen vacuum sweeper. Prices for new sweepers that met the criteria ranged from \$250,000-\$290,000. In an effort to get the best piece of equipment for the dollars allocated we began inquiring about the sale of the company's demo units. After further research we discovered a number of available demo units. Many of the machines varied in hours, but all the demo units for sale were considerably lower priced than purchasing a new machine with comparable features.

After demonstrating five different machines from the four major manufactures our selection committee narrowed our search to two pieces of equipment, and chose what they felt was the best option for the City of Oak Creek. The criteria used in making our selection was:

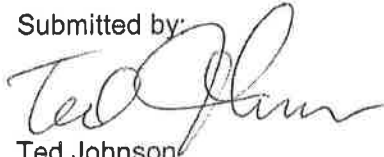
1. Compliance with the NR216 Permit
2. Superior Performance
3. Price
4. Customer referrals
5. Availability of parts and service/warranties

Make/Model	Year	Hours/Miles	Location	Warranty	List Price	Price
Schwarze A9	2016	123hrs/7300miles	West Allis WI.	Varies based on component	\$281,760	\$240,029.50
Johnston VT	2016	50hrs/4800miles	Lannon WI.	Varies based on component	\$254,382	\$235,900.00

We will not be trading in our current piece of equipment, but recommend selling the equipment through the municipal auction.

Fiscal Impact: This purchase was budgeted for in the 2017 CEP for \$250,000.

Submitted by:



Ted Johnson
Director of Streets Parks and Forestry

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Prepared and Submitted by:



Andrew J. Vickers, MPA
City Administrator



R.N.O.W., Inc.
 8636R West National Avenue
 West Allis, WI 53227

QUOTATION

Quote Number: 2017-2561
 Quote Date: Jan 6, 2017
 Page: 1

Voice: 414-541-5700
 Fax: 414-543-9797

Quoted To:
 CITY OF OAK CREEK
 8640 S. HOWELL AVENUE
 OAK CREEK, WI 53154
 USA

Accepted By: _____
 Sign above to accept quotation and place order

Customer Fax: 414-768-6535 CH

Customer ID	Good Thru	Payment Terms	Sales Rep
OAK CREEK	2/5/17	DUE ON INVOICE DATE	JAS

Quantity	Item	Description	Unit Price	Amount
1.00	KENWORTH CHASSIS	Kenworth K370 33K 220HP RH Steer '16 per the attached chassis specifications	86,695.00	86,695.00
1.00		Mirror, 12" Parabolic, Set		
1.00	S-A9 MONSOON	SCHWARZE A9 MONSOON REGENERATIVE AIR SWEEPER	181,760.00	181,760.00
1.00		140 hp John Deere Tier IV Final Engine		
1.00		Hopper, Stainless Steel (SS) with NEW Lifetime Warranty		
1.00		Auto Drop Down Screens** Stainless Steel		
1.00		Hopper Sound Suppression		
1.00		Hopper Dump Assist Shaker		
1.00		Hand Hose, 8" Power Boom		
1.00		Remote Throttle Control on Power Boom		

Thank you for the opportunity to quote

SUBMITTED BY 
 Steven D. Krall
 President

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued



19750 W. Edgewood Drive, Lannon WI 53046

www.envirotechequipment.net

800-381-9134
 Fax # 262-264-0725

Quote No. 010817-1A

Quotation

Customer

City of Oak Creek
 Attn: Ted Johnson
 800 W Puetz
 Oak Creek, WI 53154

Date: 1/8/2017

Terms: Net 30

Delivery 1-2 Weeks

FOB Factory

Item	Qty	Description	Unit Price	Total
		Notes: Sweeper Module Has Approximately 50 Hours on It. Chassis Has Approximately 4,800 Miles on Odometer		
	1	New VT651 Sweeper with Same Configuration Mounted on a New Freightliner Chassis with Same Options	254,382.00	254,382.00

Envirotech...

*Customer Satisfaction
 Through Partnerships*

Note: Any and all shipping and sales tax will be added to this invoice.

Subtotal	\$490,282.00
Sales Tax ()	\$0.00
Total	\$490,282.00

City of Oak Creek Common Council Report

Meeting Date: January 17, 2017

Item No.: 13

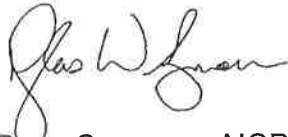
Recommendation: That the Council adopts Resolution No. 11787-011717, designating the public right of way adjacent to the property at 2200 W. Drexel Avenue as South IKEA Way.

Background: In 2012 the Council approved a series of certified survey maps for the properties at 1930R and 2200 W. Drexel Avenue. Part of those CSM's included the dedication of right of way and provision of easements for a future public street extending from the intersection of 20th and Drexel to the north to provide access to the Forest Ridge Elementary School and the site for the new IKEA development. Ultimately this public roadway is planned to extend further to the intersection of South 27th Street and Northwestern Mutual Way.

This resolution formally designates this segment of the roadway as South IKEA Way.

Fiscal Impact: There is no fiscal impact associated with this designation.

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

RESOLUTION NO. 11787-011717

BY: _____

RESOLUTION DESIGNATING THE DEDICATED PUBLIC RIGHT OF WAY
ADJACENT TO THE PROPERTY AT 2200 W. DREXEL AVENUE AS
SOUTH IKEA WAY

(2nd Aldermanic District)

WHEREAS, Certified Survey Map No. 8471, recorded on August 24, 2012 dedicated right of way for a future street adjacent to the property at 2200 W. Drexel Avenue, and

WHEREAS, Certified Survey Map No. 8472, also adopted August 24, 2012 illustrated a future parkway drive within an easement on the property at 1930 W. Drexel Avenue, and

WHEREAS, on July 12, 2016 the Plan Commission approved site and building plans for an IKEA store for the property at 1830R W. Drexel Avenue, which is adjacent to and would be accessed by this new roadway.

NOW, THEREFORE, BE IT RESOLVED that the roadway within the right of way adjacent to the property at 2200 W. Drexel Avenue and the parkway drive within the property at 1930 W. Drexel Avenue be designated as South IKEA Way.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of January, 2017.

Passed and adopted this ____ day of _____, 2017.

President, Common Council

Approved this ____ day of _____, 2017.

Mayor

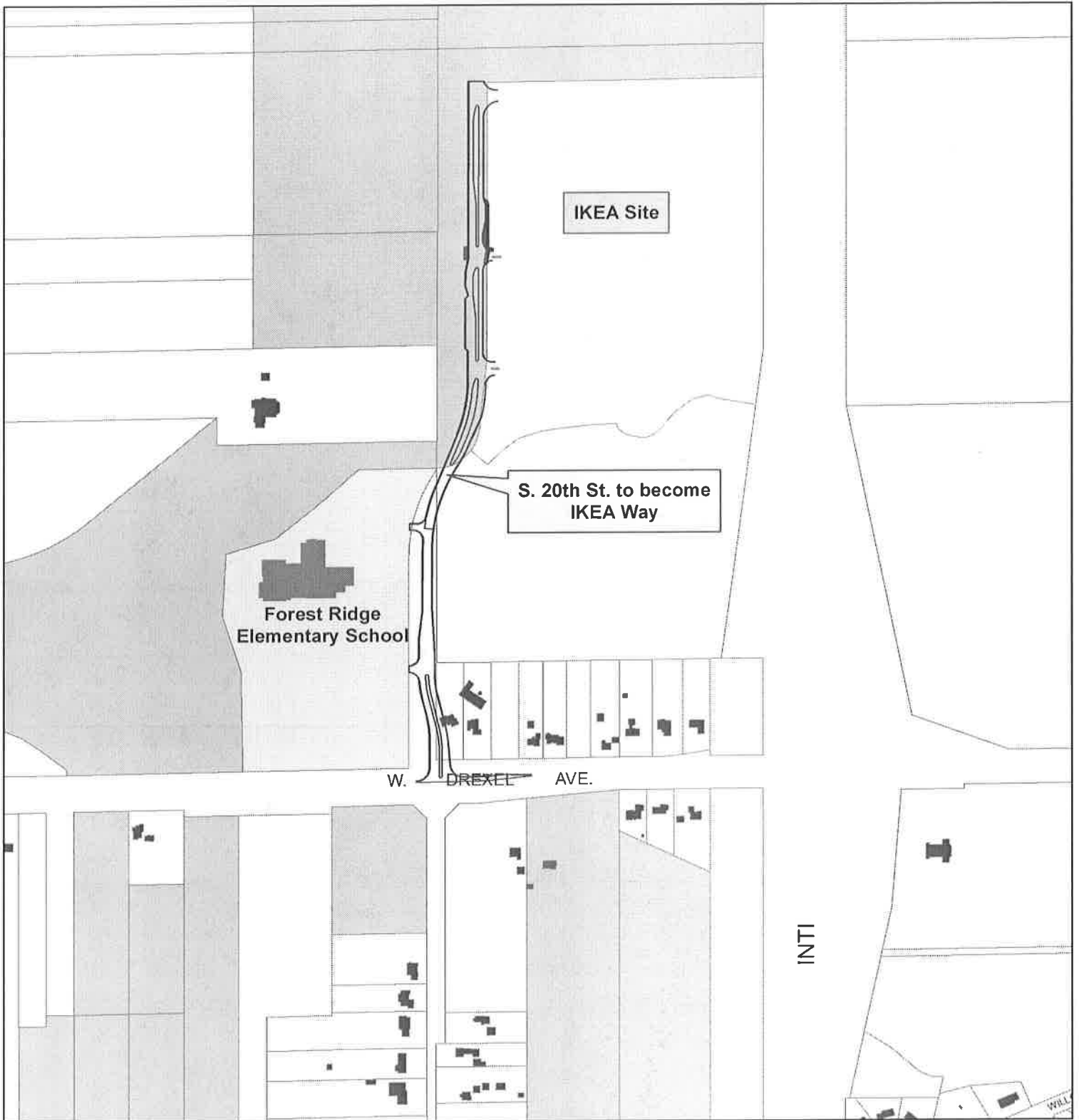
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map

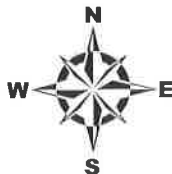
S. 20th St. to be renamed IKEA Way




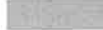
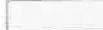
This map is not a survey of the actual boundary of any property this map depicts.



Department of Community Development



Legend

-  Road to be renamed
-  Falk Park
-  School Property

City of Oak Creek Common Council Report

Meeting Date: January 17, 2017

Item No.: 14

Recommendation: That the Common Council approve Resolution No. 11766-011717, accepting the workmanship and authorizing final payment to Willkomm Excavating & Grading, for Project No. 14024. This project involved the installation of Street Improvements in Lake Vista (4th Aldermanic District)

Background: This project was authorized by the Common Council as part of the Capital Improvement Program, and was awarded on April 21, 2015.

Fiscal Impact: Final payment of \$22,892.57 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. 11766-011717

BY _____

**RESOLUTION ACCEPTING THE WORKMANSHIP OF
WILLKOMM EXCAVATING & GRADING
AND AUTHORIZING FINAL PAYMENT**

LAKE VISTA STREET IMPROVEMENTS

PROJECT NO. 14024

(4th ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek, hereinafter referred to as the City, and Willkomm Excavating & Grading, hereinafter referred to as the contractor, entered into a contract whereby the Contractor agreed to perform certain public works under Project No. 14024 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 \$2,447,808.75; and,

WHEREAS, said total final contract price has been determined to be \$2,537,401.98 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 \$22,892.57.

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 \$22,892.57 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 17th day of January, 2017.

Passed and adopted this 17th day of January, 2017.

President, Common Council

Approved this 17th day of January, 2017.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

FINAL PROJECT PAYMENT COST BREAKDOWN

CITY PROJECT NO. **14024** COUNCIL MEETING DATE: January 17, 2017

PROJECT LOCATION: Lake Vista COUNCIL RESOLUTION NO. 11766-011717

PROJECT DESCRIPTION: Asphalt Roadway Construction

GENERAL CONTRACTOR: Willkomm

CONTRACT BID AMOUNT: \$ 2,447,808.75

AUTHORIZED ADDITIONS TO ORIGINAL CONTRACT AMOUNT: \$ 132,860.64

REVISED CONTRACT AMOUNT: \$ 2,580,669.39

AS-BUILT PROJECT COST: \$ 2,537,401.98

AMOUNT OVER/UNDER ORIGINAL CONTRACT AMOUNT: \$ 89,593.23

AMOUNT PAID TO DATE: \$ 2,514,509.41

AMOUNT DUE FINAL PAYMENT: \$ 22,892.57

PREPARED BY: J. John Ozolins
Senior Engineering Technician

DATE PREPARED: November 8, 2016

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **14024**
 LOCATION: Lake Vista
 DESCRIPTION: Asphalt Roadway Construction

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: November 8, 2016

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
201.0105	Clearing	2300	2300	\$ 4.08	\$ 9,384.00	\$ 9,384.00	\$ -
201.0205	Grubbing	2300	2300	\$ 1.53	\$ 3,519.00	\$ 3,519.00	\$ -
201.01	Removing Pavement	710	762	\$ 4.80	\$ 3,408.00	\$ 3,657.60	\$ 249.60
204.013	Removing Curb & Gutter	690	733	\$ 2.30	\$ 1,587.00	\$ 1,685.90	\$ 98.90
204.017	Removing Fence	1000	975	\$ 2.70	\$ 2,700.00	\$ 2,632.50	\$ (67.50)
204.0245	Remove Storm Sewer (60")	45	43	\$ 978.00	\$ 44,010.00	\$ 42,054.00	\$ (1,956.00)
205.01	Common Excavation	9900	9900	\$ 15.75	\$ 155,925.00	\$ 155,925.00	\$ -
305.011	Base Aggregate, 3/4"	180	0	\$ 48.20	\$ 8,676.00	\$ -	\$ (8,676.00)
305.012	Base Aggregate, 1 1/4"	11700	12035.43	\$ 12.70	\$ 148,590.00	\$ 152,849.96	\$ 4,259.96
415.008	Concrete Pavement, 8"	170	183	\$ 42.60	\$ 7,242.00	\$ 7,795.80	\$ 553.80
416.061	Drilled Tie Bars	12	0	\$ 12.25	\$ 147.00	\$ -	\$ (147.00)
416.101	Concrete Surface Drains	3	7.72	\$ 357.00	\$ 1,071.00	\$ 2,756.04	\$ 1,685.04
455.0105	Asphaltic Material (PG-58-28)	300	269.97	\$ 10.20	\$ 3,060.00	\$ 2,753.69	\$ (306.31)
455.0605	Tack coat	305	600	\$ 2.15	\$ 655.75	\$ 1,290.00	\$ 634.25
460.11	HMA Pavement, Type E-0.3	1050	922.83	\$ 62.58	\$ 65,709.00	\$ 57,750.70	\$ (7,958.30)
460.1101	HMA Pavement, Type E-1	4270	4057.35	\$ 51.45	\$ 219,691.50	\$ 208,750.66	\$ (10,940.84)
522.0012	Culvert Pipe, RCP CL III, 12"	30	32	\$ 78.00	\$ 2,340.00	\$ 2,496.00	\$ 156.00
522.0136	Culvert Pipe, RCP CL III, 36"	80	80	\$ 156.00	\$ 12,480.00	\$ 12,480.00	\$ -
522.1012	Apron Endwalls, RCP 12"	2	4	\$ 413.00	\$ 826.00	\$ 1,652.00	\$ 826.00
522.1018	Apron Endwalls, RCP 18"	1	1	\$ 461.00	\$ 461.00	\$ 461.00	\$ -
522.1024	Apron Ebdwalls, RCP 24"	3	3	\$ 546.00	\$ 1,638.00	\$ 1,638.00	\$ -
522.103	Apron Endwalls, RCP 30"	1	1	\$ 591.00	\$ 591.00	\$ 591.00	\$ -
522.1036	Apron Endwalls, RCP 36"	2	2	\$ 851.00	\$ 1,702.00	\$ 1,702.00	\$ -
602.0331	Concrete Curb & Gutter, 31"	10600	10654	\$ 12.80	\$ 135,680.00	\$ 136,371.20	\$ 691.20
602.041	Concrete Sidewalk, 5"	1220	1246	\$ 6.50	\$ 7,930.00	\$ 8,099.00	\$ 169.00
606.03	Heavy Rip Rap	760	700	\$ 80.00	\$ 60,800.00	\$ 56,000.00	\$ (4,800.00)
608.0318	Storm Sewer Pipe, RCP CL III, 18"	448	446	\$ 65.00	\$ 29,120.00	\$ 28,990.00	\$ (130.00)
608.0324	Storm Sewer Pipe, RCP CL III, 24"	687	687	\$ 86.00	\$ 59,082.00	\$ 59,082.00	\$ -
608.033	Storm Sewer Pipe, RCP CL III, 30"	250	292	\$ 163.00	\$ 40,750.00	\$ 47,596.00	\$ 6,846.00
608.0415	Storm Sewer Pipe, RCP CL IV, 15"	356	355	\$ 57.00	\$ 20,292.00	\$ 20,235.00	\$ (57.00)
					\$ 1,049,067.25	\$ 1,030,198.05	\$ (18,869.20)

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **14024**
 LOCATION: Lake Vista
 DESCRIPTION: Asphalt Roadway Construction

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: November 8, 2016

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
608.0436	Storm Sewer Pipe, RCP CL IV, 36"	143	142	\$ 286.00	\$ 40,898.00	\$ 40,612.00	\$ (286.00)
608.0512	Storm Sewer Pipe, RCP CL IV, 12"	1200	1196	\$ 52.00	\$ 62,400.00	\$ 62,192.00	\$ (208.00)
611.2004	Manhole, 48"	12	9	\$ 1,892.00	\$ 22,704.00	\$ 17,028.00	\$ (5,676.00)
611.2005	Manhole, 60"	3	4	\$ 3,308.00	\$ 9,924.00	\$ 13,232.00	\$ 3,308.00
611.2007	Manhole, 84"	1	1	\$ 14,112.00	\$ 14,112.00	\$ 14,112.00	\$ -
611.2008	Manhole, 96"	1	1	\$ 23,257.00	\$ 23,257.00	\$ 23,257.00	\$ -
611.2504	Manhole, 72" Tee, 4' Dia.	1	1	\$ 27,566.00	\$ 27,566.00	\$ 27,566.00	\$ -
611.3004	Inlets, 4' Dia.	6	5	\$ 1,991.00	\$ 11,946.00	\$ 9,955.00	\$ (1,991.00)
611.811	Adjusting Manhole Covers	5	5	\$ 515.00	\$ 2,575.00	\$ 2,575.00	\$ -
611.8115	Adjusting Inlet Covers	4	4	\$ 515.00	\$ 2,060.00	\$ 2,060.00	\$ -
612.0106	Pipe Underdrain, 6"	655	796.6	\$ 16.00	\$ 10,480.00	\$ 12,745.60	\$ 2,265.60
619.1	Mobilization	1	1	\$ 98,507.00	\$ 98,507.00	\$ 98,507.00	\$ -
620.03	Concrete Median, Slope Nose	135	75	\$ 8.15	\$ 1,100.25	\$ 611.25	\$ (489.00)
623.02	Dust Control, Surface Treatment	42000	0	\$ 0.30	\$ 12,600.00	\$ -	\$ (12,600.00)
625.01	Topsoil	27700	27700	\$ 2.42	\$ 67,034.00	\$ 67,034.00	\$ -
627.02	Mulching	17000	50880	\$ 0.26	\$ 4,420.00	\$ 13,228.80	\$ 8,808.80
628.1504	Silt Fence	7710	7795	\$ 1.30	\$ 10,023.00	\$ 10,133.50	\$ 110.50
628.152	Silt Fence Maintenance	35000	0	\$ 0.10	\$ 3,500.00	\$ -	\$ (3,500.00)
628.1905	Mobilization, Erosion Control	2	1	\$ 127.50	\$ 255.00	\$ 127.50	\$ (127.50)
628.191	Mobilization, Emergenct, Erosion Control	5	0	\$ 127.50	\$ 637.50	\$ -	\$ (637.50)
628.2004	Erosion Mat, Class I, Type B	4800	11280	\$ 1.00	\$ 4,800.00	\$ 11,280.00	\$ 6,480.00
628.701	Inlet Protection, Type B	16	16	\$ 43.50	\$ 696.00	\$ 696.00	\$ -
628.702	Inlet Protection, Type D	10	10	\$ 117.30	\$ 1,173.00	\$ 1,173.00	\$ -
628.7504	Temporary Ditch Check	45	0	\$ 235.25	\$ 10,586.25	\$ -	\$ (10,586.25)
628.756	Tracking Pads	2	1	\$ 1,585.00	\$ 3,170.00	\$ 1,585.00	\$ (1,585.00)
629.021	Fertilizer Type B	18	42	\$ 56.25	\$ 1,012.50	\$ 2,362.50	\$ 1,350.00
630.014	Seeding Mixture No. 40	400	1800	\$ 7.60	\$ 3,040.00	\$ 13,680.00	\$ 10,640.00
630.02	Temporary Seeding	100	200	\$ 2.04	\$ 204.00	\$ 408.00	\$ 204.00
631.03	water Sod	150	99.58	\$ 30.09	\$ 4,513.50	\$ 2,996.36	\$ (1,517.14)
631.1	Sod lawn	5950	3950	\$ 7.55	\$ 44,922.50	\$ 29,822.50	\$ (15,100.00)
					\$ 500,116.50	\$ 478,980.01	\$ (21,136.49)

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **14024**
 LOCATION: Lake Vista
 DESCRIPTION: Asphalt Roadway Construction

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: November 8, 2016

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
634.0808	Posts, Tubular Steel, 2x2", 8'	1	1	\$ 127.50	\$ 127.50	\$ 127.50	\$ -
634.0812	Posts, Tubular Steel, 2x2", 12'	18	19	\$ 148.00	\$ 2,664.00	\$ 2,812.00	\$ 148.00
637.221	Signs, Type II, Reflective, H	45.75	45.75	\$ 19.00	\$ 869.25	\$ 869.25	\$ -
637.223	Signs, Type II, Reflective, F	101.25	101.25	\$ 22.00	\$ 2,227.50	\$ 2,227.50	\$ -
638.2601	Removing Signs, Type I	3	3	\$ 25.50	\$ 76.50	\$ 76.50	\$ -
642.5201	Field Office, Type C	1	1	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ -
643.01	Traffic Control	1	1	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ -
645.012	Geotextyle Fabric, Type HR	280	56	\$ 3.35	\$ 938.00	\$ 187.60	\$ (750.40)
645.014	Geotextyle Fabric, Type SAS	5125	191	\$ 1.25	\$ 6,406.25	\$ 238.75	\$ (6,167.50)
646.0106	Pavement Marking, Epoxy, 4"	2640	2565	\$ 1.10	\$ 2,904.00	\$ 2,821.50	\$ (82.50)
646.0126	Pavement Marking, Epoxy, 8"	260	350	\$ 2.00	\$ 520.00	\$ 700.00	\$ 180.00
647.0166	Pavement Marking, Arrows, Epoxy, Type 2	2	2	\$ 245.00	\$ 490.00	\$ 490.00	\$ -
647.0556	Pavement Marking, Stop Line, Epoxy, 12"	61	50	\$ 8.50	\$ 518.50	\$ 425.00	\$ (93.50)
647.0606	Pavement Marking, Island Nose, Epoxy	2	2	\$ 163.25	\$ 326.50	\$ 326.50	\$ -
647.0766	Pavement Marking, Crosswalk, Epoxy, 6"	125	218	\$ 8.16	\$ 1,020.00	\$ 1,778.88	\$ 758.88
652.022	Conduit, Schedule 40, 1 1/2"	4610	4933	\$ 7.30	\$ 33,653.00	\$ 36,010.90	\$ 2,357.90
652.032	Conduit, Schedule 80, 1 1/2"	140	140	\$ 11.10	\$ 1,554.00	\$ 1,554.00	\$ -
654.0105	Concrete bases, Typr 5	30	31	\$ 905.25	\$ 27,157.50	\$ 28,062.75	\$ 905.25
654.02	Concrete Control Cabinet Bases, Type 6	1	1	\$ 1,571.00	\$ 1,571.00	\$ 1,571.00	\$ -
655.061	Electric Wire Lighting, 12 AWG	1500	2880	\$ 1.00	\$ 1,500.00	\$ 2,880.00	\$ 1,380.00
655.063	Electric Wire Lighting, 4 AWG	4770	15645	\$ 1.90	\$ 9,063.00	\$ 29,725.50	\$ 20,662.50
656.02	Electric Service, Meter Breaker Pedestal	1	1	\$ 979.00	\$ 979.00	\$ 979.00	\$ -
690.015	Sawing Asphalt	300	225	\$ 2.00	\$ 600.00	\$ 450.00	\$ (150.00)
690.025	Sawing Concrete	20	18	\$ 3.00	\$ 60.00	\$ 54.00	\$ (6.00)
SPV.0060.01	Inlets, 20 x 24"	17	16	\$ 1,348.00	\$ 22,916.00	\$ 21,568.00	\$ (1,348.00)
SPV.0060.02	Manhole Covers, Neenah, R-1661	17	17	\$ 756.00	\$ 12,852.00	\$ 12,852.00	\$ -
SPV.0060.03	Inlet Frame & Grate, Neenah, R-3222-1A	14	14	\$ 646.00	\$ 9,044.00	\$ 9,044.00	\$ -
SPV.0060.04	Inlet Frame & Grate, Neenah, R-3222-LA	10	10	\$ 948.00	\$ 9,480.00	\$ 9,480.00	\$ -
SPV.0060.05	Lighting Units, Single Pole	30	31	\$ 2,040.00	\$ 61,200.00	\$ 63,240.00	\$ 2,040.00
SPV.0060.06	Luminaries, Led, Type 3	30	31	\$ 1,614.00	\$ 48,420.00	\$ 50,034.00	\$ 1,614.00
					\$ 270,737.50	\$ 292,186.13	\$ 21,448.63

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **14024**
 LOCATION: Lake Vista
 DESCRIPTION: Asphalt Roadway Construction

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: November 8, 2016

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
SPV.0060.07	Circuit Breaker Panel, Transformer	1	1	\$ 5,371.00	\$ 5,371.00	\$ 5,371.00	\$ -
SPV.0060.08	Lighting Control Cabinet	1	1	\$ 4,864.00	\$ 4,864.00	\$ 4,864.00	\$ -
SPV.0060.09	Barrier Gate	1	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -
SPV.0060.10	Outlet Structure, 3.5' Dia.	1	1	\$ 4,724.00	\$ 4,724.00	\$ 4,724.00	\$ -
SPV.0060.11	Temporary Outlet Structure	1	1	\$ 4,669.00	\$ 4,669.00	\$ 4,669.00	\$ -
SPV.0060.12	Quazite Pull Box	8	5	\$ 909.00	\$ 7,272.00	\$ 4,545.00	\$ (2,727.00)
SPV.0060.13	48" Sanitary Manhole	4	0	\$ 8,728.00	\$ 34,912.00	\$ -	\$ (34,912.00)
SPV.0060.14	84" Sanitary Manhole	1	0	\$ 13,387.00	\$ 13,387.00	\$ -	\$ (13,387.00)
SPV.0060.15	Concrete Cradle	1	0	\$ 2,051.00	\$ 2,051.00	\$ -	\$ (2,051.00)
SPV.0060.16	12" Gate Valve	3	3	\$ 3,340.00	\$ 10,020.00	\$ 10,020.00	\$ -
SPV.0060.17	Hydrant & 6' Auxiliary Valve	4	4	\$ 4,913.00	\$ 19,652.00	\$ 19,652.00	\$ -
SPV.0060.18	Watermain Connection	1	1	\$ 5,793.00	\$ 5,793.00	\$ 5,793.00	\$ -
SPV.0090.01	Concrete Header, 12"	680	680	\$ 19.10	\$ 12,988.00	\$ 12,988.00	\$ -
SPV.0090.02	Remove Box Culvert	70	90	\$ 944.00	\$ 66,080.00	\$ 84,960.00	\$ 18,880.00
SPV.0090.03	15" PVC, Sanitary Sewer, Spoil Backfill	429	0	\$ 134.00	\$ 57,486.00	\$ -	\$ (57,486.00)
SPV.0090.04	15" PVC, Sanitary Sewer, Granular Backfill	95	0	\$ 135.00	\$ 12,825.00	\$ -	\$ (12,825.00)
SPV.0090.05	14" D.I. Sanitary Sewer, Spoil Backfill	53	0	\$ 249.00	\$ 13,197.00	\$ -	\$ (13,197.00)
SPV.0090.06	14" D.I. Sanitary Sewer, Granular Backfill	104	0	\$ 297.00	\$ 30,888.00	\$ -	\$ (30,888.00)
SPV.0090.07	4" PVC, Sanitary Sewer, Spoil Backfill	22	0	\$ 142.00	\$ 3,124.00	\$ -	\$ (3,124.00)
SPV.0090.08	4" PVC, Sanitary Sewer, Granular Backfill	33	0	\$ 197.00	\$ 6,501.00	\$ -	\$ (6,501.00)
SPV.0090.9	12" PVC Watermain, Spoil Backfill	1118	1176.5	\$ 75.00	\$ 83,850.00	\$ 88,237.50	\$ 4,387.50
SPV.0090.10	12" PVC Watermain, Granular Backfill	62	60.5	\$ 111.00	\$ 6,882.00	\$ 6,715.50	\$ (166.50)
SPV.0090.11	2" HDPE Water Lateral, Spoil Backfill	33	0	\$ 94.00	\$ 3,102.00	\$ -	\$ (3,102.00)
SPV.0090.12	2" HDPE Water Lateral, Granular Backfill	30	0	\$ 96.00	\$ 2,880.00	\$ -	\$ (2,880.00)
SPV.0090.13	6" Hydrant Lead	108	68	\$ 70.00	\$ 7,560.00	\$ 4,760.00	\$ (2,800.00)
SPV.0090.14	Remove Watermain	33	6	\$ 39.00	\$ 1,287.00	\$ 234.00	\$ (1,053.00)
SPV.0105.01	Excavation, Special, North Retention Pond	1	1	\$ 12,350.00	\$ 12,350.00	\$ 12,350.00	\$ -
SPV.0105.02	Excavation, Special, South Retention Pond	1	1	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ -
SPV.0165.01	ADA Detectable Warning Field	228	212	\$ 10.25	\$ 2,337.00	\$ 2,173.00	\$ (164.00)
SPV.0180.01	Concrete Road Restoration, 8"	135	135	\$ 50.00	\$ 6,750.00	\$ 6,750.00	\$ -
					\$ 452,002.00	\$ 288,006.00	\$ (163,996.00)

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. **14024**
 LOCATION: Lake Vista
 DESCRIPTION: Asphalt Roadway Construction

PREPARED BY: J. John Ozolins
 Senior Engineering Technician
 DATE PREPARED: November 8, 2016

BID ITEM	BID ITEM DESCRIPTION	BID AMOUNT	AS-Built AMOUNT	UNIT PRICE	BID PRICE	AS-BUILT COST	OVER/ UNDER
SPV.0180.02	Asphalt Road Restoration, 5"	10	10	\$ 175.45	\$ 1,754.50	\$ 1,754.50	\$ -
SPV.0180.03	Permeable Pavers	620	623	\$ 117.30	\$ 72,726.00	\$ 73,077.90	\$ 351.90
SPV.0195.01	Undercut, Undistributed	200	173	\$ 27.00	\$ 5,400.00	\$ 4,671.00	\$ (729.00)
SPV.0195.03	Base Bedding Stone, No. 8	410	370	\$ 24.50	\$ 10,045.00	\$ 9,065.00	\$ (980.00)
SPV.0195.03	Base Stone, No. 2	4200	3973.67	\$ 15.00	\$ 63,000.00	\$ 59,605.05	\$ (3,394.95)
SPV.0195.04	Base Stone, No. 57	820	740	\$ 28.00	\$ 22,960.00	\$ 20,720.00	\$ (2,240.00)
C-1A	48" Sanitary Manhole	4	4	\$ 7,994.00	\$ 31,976.00	\$ 31,976.00	\$ -
C-1B	18" PVC Sanitary Sewer, Spoil Backfill	288	273	\$ 184.00	\$ 52,992.00	\$ 50,232.00	\$ (2,760.00)
C-1C	18" PVC Sanitary Sewer, Granular Backfill	62	72	\$ 260.00	\$ 16,120.00	\$ 18,720.00	\$ 2,600.00
C-1D	20" HDPE, DR 32.5, Sanitary Sewer, Spoil Backfill	224	214	\$ 225.00	\$ 50,400.00	\$ 48,150.00	\$ (2,250.00)
C-1E	20" HDPE, DR 32.5, Sanitary Sewer, Granular Backfill	31	30	\$ 350.00	\$ 10,850.00	\$ 10,500.00	\$ (350.00)
C-1F	4" PVC Sanitary Lateral, Spoil Backfill	10	48.5	\$ 147.00	\$ 1,470.00	\$ 7,129.50	\$ 5,659.50
C-1G	4" PVC Sanitary Lateral, Granular Backfill	43	10	\$ 204.00	\$ 8,772.00	\$ 2,040.00	\$ (6,732.00)
C-1H	6" PVC C900 Lateral, Spoil Backfill	15	61	\$ 114.00	\$ 1,710.00	\$ 6,954.00	\$ 5,244.00
C-1I	6" PVC C900 Lateral, Granular Backfill	55	10	\$ 118.00	\$ 6,490.00	\$ 1,180.00	\$ (5,310.00)
C-1J	6" Water Lateral, Gate Valve & Tee	1	1	\$ 3,851.00	\$ 3,851.00	\$ 3,851.00	\$ -
C-1K	Connection To MIS Manhole (Link Seal)	1	1	\$ 9,172.00	\$ 9,172.00	\$ 9,172.00	\$ -
C-1L	Environmental H & S Monitoring	18	4	\$ 2,053.00	\$ 36,954.00	\$ 8,212.00	\$ (28,742.00)
C-1M	Frac Tank Delivery/Cleaning/Pick Up	1	1	\$ 7,121.00	\$ 7,121.00	\$ 7,121.00	\$ -
C-1N	Frac Tank Daily Rental	60	43	\$ 40.00	\$ 2,400.00	\$ 1,720.00	\$ (680.00)
C-1O	Fence Replacement	1	1	\$ 4,130.70	\$ 4,130.70	\$ 4,130.70	\$ -
C-2A	Relocate Storm Inlets (Time & Materials)	1	1	\$ 4,531.50	\$ 4,531.50	\$ 4,531.50	\$ -
C-3A	Readjust Rim Grate Of Storm Structure 22B	1	1	\$ 1,530.00	\$ 1,530.00	\$ 1,530.00	\$ -
C-4A	Lime Stabilization, Sta. 5+00 to 15+00	1	1	\$ 31,036.28	\$ 31,036.28	\$ 31,036.28	\$ -
C-5A	Slurry & Bentonite Mix	1	1	\$ 3,354.00	\$ 3,354.00	\$ 3,354.00	\$ -
C-6A	2" PVC Conduit & Fittings	1	1	\$ 595.00	\$ 595.00	\$ 595.00	\$ -
C-7A	Reset 12" RCP Culvert	1	1	\$ 1,699.32	\$ 1,699.32	\$ 1,699.32	\$ -
C-8A	Install 2" Insulation Board Over Hydrant Lead	1	1	\$ 1,728.58	\$ 1,728.58	\$ 1,728.58	\$ -
C-9A	Excavation & Grading Of Drainage Swale	1	1	\$ 1,760.94	\$ 1,760.94	\$ 1,760.94	\$ -
C-10A	Materials From The "Newport Ditch"	1	1	\$ 20,873.17	\$ 20,873.17	\$ 20,873.17	\$ -
					\$ 487,402.99	\$ 447,090.44	\$ (40,312.55)

15

**MINUTES
LICENSE COMMITTEE
January 12, 2017 at 8:30 a.m.**

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

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

1. Ald. Verhalen, seconded by Ald. Kurkowski, moved to approve the minutes of 12/15/16. On roll call, all voted aye.
2. The Committee reviewed an Operator's license submitted by Tyler Dragoo, 263 E. Pine Hollow Ln., Oak Creek (Applebee's) (held 12/15/16). Mr. Dragoo was not in attendance.

Mr. Dragoo failed to disclose a 2015 conviction for Possession of THC, which the Committee felt was constituted as falsification by omission on the application.

Mr. Dragoo also has been convicted of possession of a controlled substance in the five years prior to the application.

Ald. Gel, seconded by Ald. Verhalen, moved to deny the request for an Operator's license submitted by Tyler Dragoo, 263 E. Pine Hollow Ln., Oak Creek (Applebee's) due to falsification of application and possession of a controlled substance conviction. On roll call, all voted aye.

3. The Committee reviewed the renewal Adult Entertainment Business license application for the 2017 licensing year for SJB LLC, Stephanie Higgins, Agent, dba The New Spice II, 7070 S. 27th St.

The City Attorney was advised by the applicant's legal counsel that the applicant did not need an Adult Entertainment Business license for the 2017 licensing year.

Ald. Verhalen, seconded by Ald. Gehl, moved to accept the withdrawal of the 2017 renewal Adult Entertainment Business license application submitted by SJB, LLC, Stephanie Higgins, Agent, dba, the New Spice II, 7070 S. 27th St., and to refund the 2017 license fees received. On roll call, all voted aye.

Ald. Verhalen, seconded by Ald. Gehl, moved adjourn the meeting at 8:51 a.m. On roll call, all voted aye.