



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

COMMON COUNCIL MEETING AGENDA

TUESDAY, JUNE 20, 2017

7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski - 1st District
Greg Loreck - 2nd District
Richard Duchniak - 3rd District
Michael Toman - 4th District
Kenneth Gehl - 5th District
Chris Guzikowski - 6th District

The City's Vision

Oak Creek: A dynamic regional leader, connected to our community, driving the future of the south shore.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 6/6/17

Recognition

4. **Council Proclamation:** Consider Council Proclamation No. 17-09, Designation of July as Park and Recreation month (by Committee of the Whole).

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.

5. **Code Amendment:** Consider a request for a proposed amendment to Sec. 17.0313(c) to allow licensed tattoo and/or body piercing studios as Conditional Uses in the B-2, Community Business District (by Committee of the Whole).
6. **Ordinance:** Consider Ordinance No. 2858, amending Section 17.0313(c) to allow licensed tattoo and/or body piercing establishments as conditional uses in the B-2, Community Business District (by Committee of the Whole).

New Business

7. **Resolution:** Consider Resolution No. 11831-062017, Authorizing the Issuance and Sale of \$5,025,000 Taxable General Obligation Promissory Notes, Series 2017A (by Committee of the Whole).
8. **Resolution:** Consider Resolution No. 11832-062017, Authorizing the Issuance and Sale of a \$2,750,000 Taxable General Obligation Promissory Note (by Committee of the Whole).

9. **Resolution:** Consider Resolution No. 11826-062017, Approving the Services Agreement between Drexel Town Square Owners Association Inc. and the City of Oak Creek for Drexel Town Square (2nd District).
10. **Resolution:** Consider Resolution No. 11829-062017, authorizing payment of bills, debts and obligations (by Committee of the Whole).
11. **Motion:** Consider a motion to approve the 2017 Vendor Summary Report in the amount of \$1,472,538.28 (by Committee of the Whole).

HEALTH

12. **Ordinance:** Consider Ordinance No. 2859, an Ordinance to Repeal and Recreate Sections 8.01, 8.02, 8.03 and 8.10 of the Oak Creek Municipal Code regarding Powers and Duties of the Health Officer, Rules and Regulations, Human Health Hazards and Restaurants, Lodging, Campgrounds, Recreational, Tattoo/body Piercing Establishments, and Retail Food Establishments (by Committee of the Whole).

COMMUNITY DEVELOPMENT

13. **Resolution:** Consider Resolution No. 11836-062017, Authorizing Closing on the Sale of the Property at 8000 S. Market St. to The Waters Senior Living Holdings, LLC, pursuant to the Land Purchase Agreement (2nd District).
14. **Resolution:** Consider Resolution No. 11833-062017, authorizing the execution of agreements with Milwaukee County relative to the City's continued participation in the Community Development Block Grant Program for the program years 2018, 2019, and 2020 (by Committee of the Whole).
15. **Resolution:** Consider Resolution No. 11834-062017, approving an easement for pedestrian cross access with the Drexel Hotel Group, Inc., for the property at 7980 S. Market St. (2nd District).

ENGINEERING

16. **Motion:** Consider a motion to enter into a contract with R.A. Smith National, Inc., in the amount of \$39,880, to provide engineering design services for the water main extension along the Phase 3 route of IKEA Way (District 2).
17. **Resolution:** Consider Resolution No. 11820-062017, approving a 25 foot water main easement by and between HSI Drexel Ridge, LLC and the City of Oak Creek (Tax Key No. 779-9011-000) (1st District).

LICENSE COMMITTEE

The License Committee met on June 9, 2017. Minutes are attached. Recommendations are as follows:

18. **Motion:** Consider a motion to grant a Special Event permit to Kevin Archambeau, Agent on behalf on the Oak Creek Celebrations Commission for the 4th of July event to be held at various locations throughout the City on July 4, 2017 from 8:00 a.m. to 11:00 p.m.
19. **Motion:** Consider a motion to grant a Special Event permit to Bonnie Aman, Agent on behalf of the American Diabetes Association – Tour de Cure event to be held on July 22, 2017, from 8:00 a.m. to 3:00 p.m.

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

20. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
 - Benjamin Koshick, 2455A S. Graham St., Milwaukee (Classic Lanes)
 - Brian S. Weinzirl, 2540 E. Emily Ave., Oak Creek (Classic Lanes)
 - Amber D. Bachand, 3673 E. Holmes Ave., Cudahy (Classic Lanes)
 - Jasmine Chen Smith, 3458 S. Illinois Ave., Milwaukee (Georgie Porgie's)
 - Lisa Moore, 10500 S. Shepard Ave., Oak Creek (Target)
 - Patricia A. Young, 6244 S. 1st St., Milwaukee (Target)
 - Marina N. Cadirci, 542 Newman Rd., Racine (Charcoal Grill)
 - Andrew I. Day-Marshall, 8785 S. Yorkshire Dr., Oak Creek (Meijer)
 - Cynthia M. Kostuch, 10760 S. 92nd St., Franklin (Gary's Beer & Liquor)
 - Hanna K. Yeldell, 905 Fairview Ave. S. Milwaukee (Kwik Trip)
 - Louisa Cabrera, 6426 S. 35th St., Franklin (PDQ)

21. **Motion:** Consider a *motion* to *grant* a change of premise to the 2017-18 Reserve Class B Combination license issued to Sarah Baker, Agent, Za Man 3, LLC dba Pizza Man Oak Creek to include the parklet area on Town Square Way, with issuance subject to City Engineer approval, consistent with the final approval of the Special Privilege Permit.

22. **Motion:** Consider a *motion* to *grant* a change of premise to the 2017-18 Reserve Class B Combination license issued to Sarah Baker, Agent, Za Man 3, LLC dba Pizza Man Oak Creek, 7978 S. Main St., to include an extension of premise into Drexel Town Square for the following events: Dog Days at Drexel (7/15), MilwaukeeFood.com-Food Truck Tour (6/21, 8/2, 8/30, 9/20), Fall Festival (10/21), and Winter Festival (2/17/2018).

23. **Motion:** Consider a *motion* to *grant* a change of premise to the 2017-18 Class B Beer / Class C Wine license issued to Robbin Kashevarof, Agent, Valentine Café, LLC, dba Valentine Café, 7981 S. 6th Street, to include an extension of premise into Drexel Town Square for the following events: Dog Days at Drexel (7/15), MilwaukeeFood.com-Food Truck Tour (6/21, 8/2, 8/30, 9/20), Fall Festival (10/21), and Winter Festival (2/17/2018).

24. **Motion:** Consider a *motion* to *grant* a change of premise to the 2017-18 Reserve Class B Combination license issued to Kristyn Eitel, Agent, BelAir Cantina Oak Creek, Inc., dba BelAir Cantina Oak Creek, 410 W. Town Square Way, to include an extension of premise into Drexel Town Square for the following events: Dog Days at Drexel (7/15), MilwaukeeFood.com-Food Truck Tour (6/21, 8/2, 8/30, 9/20), Fall Festival (10/21), and Winter Festival (2/17/2018).

25. **Motion:** Consider a *motion* to *grant* an Amusement Operator and Amusement Devices license(s) to Reggie's Amusements, LLC, 4918 S. Packard Ave., Cudahy, WI.

26. **Motion:** Consider a *motion* to *grant* a Temporary Class "B" Beer license to Sarah Corso, Agent on behalf of the Oak Creek Public Library Foundation, Inc., for the 2nd Annual Hogwarts Reunion, to be held on 7/29/2017 at the Oak Creek Civic Center and Library, with a waiver of fees.

27. **Motion:** Consider a *motion* to *grant* a Temporary Class "B" Beer/Class "B" Wine license to Kristin Kowaleski, Agent on behalf of the Oak Creek Tourism Commission, for a Beer Garden event to be held at Abendschein Park from 8/10/17 through 8/13/17.

MISCELLANEOUS

28. **Motion:** Consider a *motion* to convene into Closed Session pursuant to Wisconsin State Statutes, Section 19.85 (1)(e) to consider a memorandum of understanding with Oak Creek Development Partners, LLC regarding the property at 2201 East College Avenue.
29. **Motion:** Consider a *motion* to reconvene into Open Session.
30. **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

Council Proclamation No. 17-09

Designation of July as Park and Recreation Month

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Oak Creek; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Oak Creek recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY the Mayor and Common Council, that July is recognized as Park and Recreation Month in the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of June, 2017.

Kenneth Gehl, Common Council President

ATTEST:

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

TO BE PUBLISHED JUNE 1 & JUNE 8,, 2017

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a proposed amendment to Sec. 17.0313(c) to allow licensed tattoo and/or body piercing studios as Conditional Uses in the B-2, Community Business District.

Hearing Date: June 20, 2017
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Proposal: The proposed Code Amendment for Sec. 17.0313(c) would allow licensed tattoo and/or body piercing studios as Conditional Uses in the B-2, Community Business District.

The entire text of the proposed amendment to the B-2, Community Business District is available for review upon request. Any person(s) with questions regarding the proposed changes may contact the City of Oak Creek at (414) 766-7000, during regular business hours (7:30 AM – 4:00 PM).

Date of Notice: May 25, 2017

CITY OF OAK CREEK COMMON COUNCIL

By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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City of Oak Creek Common Council Report

Meeting Date: June 20, 2017

Item No.: 6

Recommendation: That the Council adopts Ordinance No. 2858, amending Section 17.0313(c) to allow licensed tattoo and/or body piercing establishments as conditional uses in the B-2, Community Business District.

Background: The City received an inquiry from Meredith Hall about opening a tattoo studio in the Marketplace, located at 8660 S. Chicago Road. The Marketplace is zoned B-2, PUD, Community Business District, Planned Unit Development. Currently, a tattoo studio is not a permitted use in this zoning district. Meredith Hall would like to operate a licensed tattoo studio in the City at this location and is requesting a zoning text amendment to allow a state licensed tattoo studio be allowed in this zoning district.

Currently, the City permits a licensed tattoo and/or piercing establishment as a conditional use in the B-4 District. This conditional use has been incorporated into our code since 2009. At that time, staff researched how other communities handled this type of use and found this type of business was allowed in multiple business districts as a conditional use. At that time, the applicant was proposing to operate in the B-4, Highway Business District. As a result, the Common Council approved for tattooing and body piercing only in the B-4 zoning district. Since 2009, only one business has requested a conditional use for a tattoo and/or body piercing studio in the City. During their tenure in the City, staff did not receive any complaints regarding the business.

Staff believes this type of use does not typically have a high impact to a commercial district compared to other businesses. Similar to what was approved in 2009, staff believes that allowing a tattoo and/or body piercing studio as a conditional use in the B-2 District, provides the City the ability to control the location, appearance, and operation of a tattoo and/or body piercing studio. Approving this type of use in the B-2, Community Business District would have a low impact on the community and expands the type of businesses allowed in the B-2 District.

Fiscal Impact: Although there is no direct fiscal impact with amending the B-2, Community Business District, to allow a tattoo or body piercing studio as conditional uses, inclusion of such categories provides opportunities for such businesses to locate in existing and future tenant spaces within that district. New developments would provide positive fiscal impacts in terms of taxes and impact fees.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Andrew Vickers, MPA
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

ORDINANCE NO. 2858

BY: _____

AN ORDINANCE TO AMEND SECTION 17.0313(c) TO ALLOW LICENSED TATTOO AND/OR BODY PIERCING ESTABLISHMENTS AS CONDITIONAL USES IN THE B-2, COMMUNITY BUSINESS DISTRICT

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

SECTION 1: Section 17.0313(c) is amended to read as follows:

(7) Licensed tattoo and/or body piercing studios

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

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

Introduced this 20th day of June, 2017.

Passed and adopted this ____ day of _____, 2017.

President, Common Council

Approved this ____ day of _____, 2017.

Mayor

ATTEST:

VOTE: Ayes__ Noes _____

City Clerk

**DRAFT MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, APRIL 25, 2017**

**ZONING TEXT AMENDMENT
TATTOO AND/OR BODY PIERCING STUDIO
IN B-2, COMMUNITY BUSINESS DISTRICT – SEC. 17.0313(c)**

Zoning Administrator/Planner Wagner provided an overview of the proposal to allow tattoo and/or body piercing studios as Conditional Uses in the B-2, Community Business district (see staff report for details).

Commissioner Dickmann moved that the Plan Commission recommends to the Council that Section 17.0313(c) of the Municipal Code be amended to allow tattoo and/or body piercing studios as conditional uses in the B-2, Community Business District after a public hearing. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

ATTEST:



Douglas Seymour, Plan Commission Secretary

5/9/2017

Date

City of Oak Creek Common Council Report

Meeting Date: June 20, 2017

Item No.: 7

Recommendation: That the Common Council approve Resolution #11831-062017 authorizing the issuance and sale of \$5,025,000 taxable general obligation promissory notes series 2017A.

Background: On February 7, 2017, the Common Council adopted Resolution No. 11793-020717 approving the Finance Development Agreement with Emerald Row II LLC and Emerald Row Holdings Inc. for TIF loan and grant assistance for the Emerald Row development in Drexel Town Square. The grant is \$4,500,000 for Emerald Row Phase II and Phase III projects which includes 240 apartment units in Phase II and approximately 296 indoor parking spaces, with approximately 26 outdoor parking spaces. Building plans are anticipated to be submitted within the next month for review, and a construction start date will be determined thereafter.

The City has utilized the services of Quarles & Brady as bond counsel for this issuance as well as Paul Thompson of Hutchinson, Shockey, Erley & Co. to prepare and issue all of the required documentation for these bonds. Mr. Thompson will be at the Council meeting to answer questions and provide the Council with the interest rates obtained for the sale of these bonds. Moodys Investor service has issued an Aa2 rating on these bonds and reaffirmed the rating of Aa2 for other outstanding City bonds and notes.

It is anticipated these notes (see attached preliminary Debt Service Schedule) will be replaced with permanent financing once the project is complete and rent stabilization achieved. The City has negotiated minimum assessed valuations for the Phase II and Phase III as follows:

- Emerald Row Phase II \$26,620,000
- Emerald Row Phase III \$9,000,000

Fiscal Impact: The interest only payments on these bonds is expected to be paid from tax increment revenues generated from the DTS project.

Fiscal Review by:



Bridget M. Souffrant
Finance Director/Comptroller

Prepared and Submitted by:



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

CITY OF OAK CREEK
 \$5,000,000 EMERALD ROW GRANT
 G.O. TAXABLE NOTE, SERIES 2017A

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|--------------|-----------------------|----------|---------------------|-----------------------|--------------|
| 07/06/2017 | - | - | - | - | - |
| 04/01/2018 | - | - | 129,463.54 | 129,463.54 | - |
| 10/01/2018 | - | - | 87,937.50 | 87,937.50 | 217,401.04 |
| 04/01/2019 | - | - | 87,937.50 | 87,937.50 | - |
| 10/01/2019 | - | - | 87,937.50 | 87,937.50 | 175,875.00 |
| 04/01/2020 | 5,025,000.00 | 3.500% | 87,937.50 | 5,112,937.50 | - |
| 10/01/2020 | - | - | - | - | 5,112,937.50 |
| Total | \$5,025,000.00 | - | \$481,213.54 | \$5,506,213.54 | - |

Yield Statistics

| | |
|-----------------------------------|-------------|
| Bond Year Dollars | \$13,748.96 |
| Average Life | 2.736 Years |
| Average Coupon | 3.5000000% |
| Net Interest Cost (NIC) | 3.5000000% |
| True Interest Cost (TIC) | 3.4960067% |
| Bond Yield for Arbitrage Purposes | 2.2476320% |
| All Inclusive Cost (AIC) | 3.4960067% |
| IRS Form 8038 | |
| Net Interest Cost | 2.6709076% |
| Weighted Average Maturity | 2.736 Years |

RESOLUTION NO. 11831-062017

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$5,025,000 TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2017A

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of tax incremental projects (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation promissory notes on a taxable rather than tax-exempt basis; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell such taxable general obligation promissory notes to Hutchinson, Shockey, Erley & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION TWENTY-FIVE THOUSAND DOLLARS (\$5,025,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, taxable general obligation promissory notes aggregating the principal amount of FIVE MILLION TWENTY-FIVE THOUSAND DOLLARS (\$5,025,000) (the "Notes") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2017A"; shall be issued in the aggregate principal amount of \$5,025,000; shall be dated July 6, 2017; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1; and shall bear interest at the rate per annum and mature

on April 1, 2020 as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2019 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2017 through 2019 for payments due in the years 2018 through 2020 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$5,025,000 Taxable General Obligation Promissory Notes, Series 2017A, dated July 6, 2017" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed

with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit D and incorporated herein by this reference.

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights

of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 20, 2017.

Daniel Bukiewicz
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
NO. R-____ CITY OF OAK CREEK \$_____
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2017A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, 2020 July 6, 2017 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,025,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of tax incremental projects, as authorized by a resolution adopted on June 20, 2017. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes are subject to redemption prior to maturity, at the option of the Issuer, on April 1, 2019 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation and date of the Notes called for redemption, CUSIP number, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Notes to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Oak Creek, Milwaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF OAK CREEK,
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Oak Creek, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

Fiscal Agency Agreement

(See Attached)

DRAFT

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 6th day of July, 2017 between the City of Oak Creek, Wisconsin (the "Municipality"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$5,025,000 Taxable General Obligation Promissory Notes, Series 2017A, dated July 6, 2017 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and a resolution adopted on June 20, 2017 (the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form; and

WHEREAS, pursuant to the Resolution and Section 67.10(2), Wisconsin Statutes the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of April 1, 2018 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding each interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

(a) Principal Payments. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

(b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any

failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity if in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

X. AUTHENTICATION, IF REQUIRED

The Fiscal Agent shall sign and date the Certificate of Authentication, if any, on each Obligation on the date of delivery, transfer or exchange of such Obligation. The Fiscal Agent shall distribute and/or retain for safekeeping the Obligations in accordance with the direction of the registered owners thereof.

XI. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

XII. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall

become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

CITY OF OAK CREEK, MILWAUKEE
COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

Catherine A. Roeske
City Clerk

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN
Fiscal Agent

(SEAL)

By: _____
Title _____

Attest _____
Title _____

SCHEDULE A

Debt Service Schedule
\$5,025,000 Taxable General Obligation Promissory Notes, Series 2017A
of the City of Oak Creek, Wisconsin
dated July 6, 2017

(SEE ATTACHED)

DRAFT

SCHEDULE B

(SEE ATTACHED)

DRAFT

City of Oak Creek Common Council Report

Meeting Date: June 20, 2017

Item No.: 8

Recommendation: That the Common Council approve Resolution #11832-062017 authorizing the issuance and sale of \$2,750,000 taxable general obligation promissory note.

Background: On February 7, 2017, the Common Council adopted Resolution No. 11793-020717 approving the Finance Development Agreement with Emerald Row II LLC and Emerald Row Holdings Inc. for TIF loan and grant assistance for the Emerald Row development in Drexel Town Square. The loan of \$2,750,000 for Phase II and Phase III includes 240 apartment units in Phase II and approximately 296 indoor parking spaces, with approximately 26 outdoor parking spaces. Building plans are anticipated to be submitted within the next month for review, and a construction start date will be determined thereafter.

The City has utilized the services of Quarles & Brady as bond counsel for this issuance as well as Paul Thompson of Hutchinson, Shockey, Erley & Co. to prepare and issue all of the required documentation for these bonds. Mr. Thompson will be at the Council meeting to answer questions that the Council may have.

With the \$2,750,000 taxable general obligation promissory notes, the City will be entering into a privately held obligation with First Business Bank. It is anticipated that these notes (see attached preliminary Debt Service Schedule) will be refunded at the July 18th Council meeting and moved into permanent financing with even annual debt payments to mirror the payments the City will be receiving from the developer. The City has negotiated minimum assessed valuations for the Phase II and Phase III as follows:

- Emerald Row Phase II \$26,620,000
- Emerald Row Phase III \$9,000,000

Fiscal Impact: The interest only payments on these bonds is expected to be paid from tax increment revenues generated from the DTS project.

Fiscal Review by:



Bridget M. Souffrant
Finance Director/Comptroller

Prepared and Submitted by:



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



Wednesday, June 14, 2017

Kevin Mullen – Senior Vice President
Paul Thompson – Executive Vice President
Hutchinson Shockey Erley & Co
1110 N. Old World Third Street, Suite 630
Milwaukee, WI 53203

Dear Kevin and Paul,

Thank you for the time you have invested with First Business. We, First Business Bank (the “Bank”), are pleased to deliver the following Proposal to you for your review and consideration. This Proposal is not a commitment to lend and should not be interpreted as a commitment to lend, but serves as a basis for discussion. Interest rates indicated are subject to change from time-to-time based on market conditions and/or the Bank’s cost of funds. This Proposal replaces in its entirety any prior written Proposal(s) or any verbal discussions of terms. This Proposal expires 7/15/2017, but may be modified, extended, or terminated at any time by the Bank.

Borrower: City of Oak Creek, Milwaukee County, Wisconsin (the “City”)

Amount: \$2,750,000

Purpose: Interim funding prior to the issuance of bonds which are being issued for the public purpose of refunding certain outstanding obligations of the City.

Terms: Term note written for 12 months. Interest only payments due quarterly with all unpaid principal and interest due at maturity. Repayment expected to be funded with the issuance of Taxable General Obligation Refunding Bonds by the City

Rate: 1-Month LIBOR + 1.10%, floating (currently 2.24% as of 6/14/2017);
Minimum interest of 60 days to be collected

Collateral: Unsecured, General Obligation of Borrower

Fees: \$450. Borrower to cover any out of pocket costs incurred by Bank including documentation review by Bank Counsel.

Pre-payment Penalty: None, this loan may be prepaid at any time, but Borrower shall pay a minimum of 60 days of interest to the Bank

Guarantors: None

Funding Preconditions:

- Bank receipt and approval of 12/31/2016 financial statements of the Borrower, if available
- Bank Counsel's review and approval of all documentation to be drafted by Borrower's Counsel as well as supporting documentation required by Bank Counsel including an opinion letter issued by Borrower's Counsel
- Approval by Bank's Loan Approval Committee

Financial Covenants: None

Reporting: Annual audited financial statements of Borrower.

Thank you for the opportunity to present this Proposal. We're very excited about the prospect of working with you. Please let us know if you have any questions or concerns.

Sincerely,

Craig Cerbins
Assistant Vice President

CITY OF OAK CREEK

\$2,750,000 TAXABLE G.O. NOTE - (FIRST BUSINESS BANK)

7/06/2017

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|--------------|-----------------------|----------|--------------------|-----------------------|--------------|
| 07/06/2017 | - | - | - | - | - |
| 09/04/2017 | - | - | 9,924.44 | 9,924.44 | - |
| 12/01/2017 | - | - | - | - | 9,924.44 |
| 12/04/2017 | - | - | 15,400.00 | 15,400.00 | - |
| 03/04/2018 | 2,750,000.00 | 2.240% | 15,400.00 | 2,765,400.00 | - |
| 12/01/2018 | - | - | - | - | 2,780,800.00 |
| Total | \$2,750,000.00 | - | \$40,724.44 | \$2,790,724.44 | - |

Yield Statistics

| | |
|-------------------|-------------|
| Bond Year Dollars | \$1,818.06 |
| Average Life | 0.661 Years |
| Average Coupon | 2.2399998% |

| | |
|-----------------------------------|------------|
| Net Interest Cost (NIC) | 2.2399998% |
| True Interest Cost (TIC) | 2.2468206% |
| Bond Yield for Arbitrage Purposes | 2.2468206% |
| All Inclusive Cost (AIC) | 2.2468206% |

IRS Form 8038

| | |
|---------------------------|-------------|
| Net Interest Cost | 2.2399998% |
| Weighted Average Maturity | 0.661 Years |

CITY OF OAK CREEK
 \$2,900,000 EMERALD ROW LOAN
 G.O. REFUNDING BONDS, SERIES 2017A

Debt Service Schedule

Part 1 of 2

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|--------------|-----------------------|----------|-----------------------|-----------------------|--------------|
| 04/04/2017 | - | - | - | - | - |
| 03/01/2018 | - | - | 95,522.60 | 95,522.60 | - |
| 09/01/2018 | - | - | 52,581.25 | 52,581.25 | 148,103.85 |
| 03/01/2019 | - | - | 52,581.25 | 52,581.25 | - |
| 09/01/2019 | - | - | 52,581.25 | 52,581.25 | 105,162.50 |
| 03/01/2020 | - | - | 52,581.25 | 52,581.25 | - |
| 09/01/2020 | - | - | 52,581.25 | 52,581.25 | 105,162.50 |
| 03/01/2021 | - | - | 52,581.25 | 52,581.25 | - |
| 09/01/2021 | - | - | 52,581.25 | 52,581.25 | 105,162.50 |
| 03/01/2022 | 165,000.00 | 3.000% | 52,581.25 | 217,581.25 | - |
| 09/01/2022 | - | - | 50,106.25 | 50,106.25 | 267,687.50 |
| 03/01/2023 | 170,000.00 | 3.000% | 50,106.25 | 220,106.25 | - |
| 09/01/2023 | - | - | 47,556.25 | 47,556.25 | 267,662.50 |
| 03/01/2024 | 175,000.00 | 3.000% | 47,556.25 | 222,556.25 | - |
| 09/01/2024 | - | - | 44,931.25 | 44,931.25 | 267,487.50 |
| 03/01/2025 | 175,000.00 | 3.250% | 44,931.25 | 219,931.25 | - |
| 09/01/2025 | - | - | 42,087.50 | 42,087.50 | 262,018.75 |
| 03/01/2026 | 180,000.00 | 3.250% | 42,087.50 | 222,087.50 | - |
| 09/01/2026 | - | - | 39,162.50 | 39,162.50 | 261,250.00 |
| 03/01/2027 | 185,000.00 | 3.500% | 39,162.50 | 224,162.50 | - |
| 09/01/2027 | - | - | 35,925.00 | 35,925.00 | 260,087.50 |
| 03/01/2028 | 190,000.00 | 3.500% | 35,925.00 | 225,925.00 | - |
| 09/01/2028 | - | - | 32,600.00 | 32,600.00 | 258,525.00 |
| 03/01/2029 | 195,000.00 | 3.500% | 32,600.00 | 227,600.00 | - |
| 09/01/2029 | - | - | 29,187.50 | 29,187.50 | 256,787.50 |
| 03/01/2030 | 200,000.00 | 3.750% | 29,187.50 | 229,187.50 | - |
| 09/01/2030 | - | - | 25,437.50 | 25,437.50 | 254,625.00 |
| 03/01/2031 | 205,000.00 | 3.750% | 25,437.50 | 230,437.50 | - |
| 09/01/2031 | - | - | 21,593.75 | 21,593.75 | 252,031.25 |
| 03/01/2032 | 215,000.00 | 3.750% | 21,593.75 | 236,593.75 | - |
| 09/01/2032 | - | - | 17,562.50 | 17,562.50 | 254,156.25 |
| 03/01/2033 | 155,000.00 | 4.000% | 17,562.50 | 172,562.50 | - |
| 09/01/2033 | - | - | 14,462.50 | 14,462.50 | 187,025.00 |
| 03/01/2034 | 160,000.00 | 4.000% | 14,462.50 | 174,462.50 | - |
| 09/01/2034 | - | - | 11,262.50 | 11,262.50 | 185,725.00 |
| 03/01/2035 | 165,000.00 | 4.250% | 11,262.50 | 176,262.50 | - |
| 09/01/2035 | - | - | 7,756.25 | 7,756.25 | 184,018.75 |
| 03/01/2036 | 170,000.00 | 4.250% | 7,756.25 | 177,756.25 | - |
| 09/01/2036 | - | - | 4,143.75 | 4,143.75 | 181,900.00 |
| 03/01/2037 | 195,000.00 | 4.250% | 4,143.75 | 199,143.75 | - |
| 09/01/2037 | - | - | - | - | 199,143.75 |
| Total | \$2,900,000.00 | - | \$1,363,722.60 | \$4,263,722.60 | - |

EMERALD ROW \$2.90 LONG TE | SINGLE PURPOSE | 6/14/2017 | 10:20 AM

CITY OF OAK CREEK
\$2,900,000 EMERALD ROW LOAN
G.O. REFUNDING BONDS, SERIES 2017A

Debt Service Schedule

Part 2 of 2

Yield Statistics

| | |
|-----------------------------------|--------------|
| Bond Year Dollars | \$36,099.17 |
| Average Life | 12.448 Years |
| Average Coupon | 3.7777121% |
| Net Interest Cost (NIC) | 3.7777121% |
| True Interest Cost (TIC) | 3.7468223% |
| Bond Yield for Arbitrage Purposes | 3.4721011% |
| All Inclusive Cost (AIC) | 3.7468223% |

IRS Form 8038

| | |
|---------------------------|--------------|
| Net Interest Cost | 3.4635613% |
| Weighted Average Maturity | 12.455 Years |

City of Oak Creek Common Council Report

Meeting Date: June 20, 2017

Item No.: 9

Recommendation: That the Common Council adopt Resolution No. 11826-062017, a Resolution Approving the Services Agreement between Drexel Town Square Owners Association Inc. and the City of Oak Creek for Drexel Town Square.

Background: The Drexel Town Square Owners Association (the "Association") consists of the owners of real estate in Drexel Town Square ("DTS"). The Association pays for the cost of maintenance of the common areas of DTS. By this Services Agreement, the City would provide certain services within DTS for which it would be compensated by the Association. The services provided would include, in specified areas of DTS, sidewalk snow removal, lawn mowing and landscaping maintenance, trash pick-up from waste disposal containers and maintenance of bus stop areas.

Fiscal Impact: Exhibit C of the Services Agreement details the annual fees to be paid to the City.

Prepared by:



Melissa L. Karls
City Attorney

Respectfully submitted by:



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

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11832-062017

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
A \$2,750,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTE

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of tax incremental projects (the "Project"), and there are insufficient funds on hand to pay said costs;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue a general obligation promissory note for such public purposes;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the general obligation promissory note on a taxable rather than tax-exempt basis; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell its taxable general obligation promissory note (the "Note") to First Business Bank - Milwaukee (the "Purchaser"), pursuant to the proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Note. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, a taxable general obligation promissory note in the principal amount of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000) (the "Note") in exchange for the purchase price of \$2,750,000.

Section 2. Terms of the Note. The Note shall be designated "Taxable General Obligation Promissory Note"; shall be issued in the principal amount of \$2,750,000; shall be registered as to both principal and interest in authorized denominations of \$5,000 or any integral multiple thereof; shall be dated the date of delivery; and shall be numbered R-1. Principal of the Note shall be payable on March 1, 2018. The Note shall bear interest at a rate per annum equal to the Applicable Interest Rate (defined below). The "Applicable Interest Rate" shall be equal to the lesser of (a) 30-Day LIBOR plus 1.10% or (b) 5.00%. The "30-Day LIBOR" shall mean the One Month London Interbank Offered Rate (LIBOR) published in the Wall Street Journal on the last

business day of the month to be adjusted on the first day of the following month (each an "Interest Rate Determination Date") and any change in 30-Day LIBOR or the Applicable Interest Rate shall be effective as of that date. In no event will the 30-Day LIBOR rate be less than 0.00%. Interest shall be payable quarterly on September 1, 2017, December 1, 2017 and at maturity on March 1, 2018. Interest is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Note shall be computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Note.

Section 3. Redemption Provisions. The Note shall be subject to redemption prior to maturity, at the option of the City, on any date, provided that the City shall pay a minimum of 60 days interest on the original principal amount of the Note, such that if the Note is redeemed prior to September 4, 2017, the City shall pay interest on the original principal amount of the Note through September 4, 2017. Said Note shall be redeemable as a whole or from time to time in part, at the principal amount thereof, plus accrued interest to the date of redemption or September 4, 2017, whichever is later.

Section 4. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in an amount and at the times sufficient for that purpose, which tax shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Note when due. The debt service schedule assuming the maximum interest rate is set forth on Exhibit C and incorporated herein by this reference. The actual debt service schedule shall vary based on changes in the Applicable Interest Rate. The amount of tax levied in the year 2017 shall be the total amount of debt service due on the Note in the years 2017 and 2018; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Note in the year 2017.

(B) Tax Collection. So long as any part of the principal of or interest on the Note remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Note, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Note when due,

the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from proceeds of the Note or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Note coming due in 2017.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Note, dated July 6, 2017" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. The City Clerk shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Note; (ii) any premium which may be received by the City above the par value of the Note and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Note when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Note when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided (i) the funds to provide for each payment of principal of and interest on the Note prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Note may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Note has been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Note; Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Note. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Note has been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Note; Closing; Professional Services. The Note shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price of the Note, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Note may be imprinted on the Note in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Note, at least one of the signatures appearing on the Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Note and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all respects.

Section 9. Payment of the Note; Fiscal Agent. The principal of and interest on the Note shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent"). The Fiscal Agent shall also pay all additional amounts required in connection with the documentation of the Note, including all legal fees incurred by the Purchaser, as provided in the Proposal.

Section 10. Persons Treated as Owners; Transfer of Note. The City shall cause books for the registration and for the transfer of the Note to be kept by the Fiscal Agent. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

The Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or

transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Financial Statements. As soon as available and in any event within two hundred seventy (270) days after the end of each calendar year, the City shall deliver to the Purchaser a balance sheet as of the end of such calendar year, and statements of income and retained earnings and of changes in financial position for such year, all in reasonable detail and stating in comparative form the respective figures for the prior calendar year prepared in accordance with generally accepted accounting principles applied on a consistent basis, accompanied by an unqualified audit opinion by an independent certified public accountants selected by the City and acceptable to the Purchaser.

Section 12. Record Date. The fifteenth calendar day preceding each interest payment date shall be the record date for the Note (the "Record Date"). Payment of interest on the Note on any interest payment date shall be made to the registered owners of the Note as they appear on the registration book of the City at the close of business on the Record Date.

Section 13. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note in the Record Book.

Section 14. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 20, 2017.

Daniel Bukiewicz
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

DRAFT

EXHIBIT A

Proposal

To be provided by First Business Bank and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

(Form of Note)

| | | |
|-------------------|---|--|
| NUMBER | UNITED STATES OF AMERICA STATE OF WISCONSIN MILWAUKEE COUNTY CITY OF OAK CREEK | DOLLARS |
| R-1 | TAXABLE GENERAL OBLIGATION PROMISSORY NOTE | \$2,750,000 |
| MATURITY DATE: | ORIGINAL DATE OF ISSUE: | INTEREST RATE: |
| March 1, 2018 | July 6, 2017 | Applicable Interest Rate (as defined below) |
| REGISTERED OWNER: | FIRST BUSINESS BANK - MILWAUKEE | |
| PRINCIPAL AMOUNT: | TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000) | |

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), on the maturity date identified above, the principal amount of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000), and to pay interest thereon at the Applicable Interest Rate (defined below), all subject to the provisions set forth herein regarding redemption prior to maturity. The "Applicable Interest Rate" shall be equal to the lesser of (a) 30-Day LIBOR plus 1.10% or (b) 5.00%. The "30-Day LIBOR" shall mean the One Month London Interbank Offered Rate (LIBOR) published in the Wall Street Journal on the last business day of the month to be adjusted on the first day of the following month (each an "Interest Rate Determination Date") and any change in 30-Day LIBOR or the Applicable Interest Rate shall be effective as of that date. In no event will the 30-Day LIBOR rate be less than 0.00%. Interest is payable quarterly on September 1, 2017, December 1, 2017 and at maturity on March 1, 2018, until the aforesaid principal amount is paid in full.

Both the principal of and interest on this Note are payable in lawful money of the United States by the City Clerk or City Treasurer.

This Note is payable as to principal upon presentation and surrender hereof at the office of the City Clerk or City Treasurer. Payment of each installment of interest shall be made to the registered owner hereof who shall appear on the registration books of the City maintained by the City Clerk at the close of business on the fifteen calendar day preceding the quarterly interest payment date (the "Record Date") and shall be paid by check or draft of the City mailed to such

registered owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the City Clerk.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is issued in the principal amount of \$2,750,000, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including tax incremental projects, all as authorized by a resolution of the Common Council duly adopted by said governing body at a meeting held on June 20, 2017. Said resolution is recorded in the official minutes of the Common Council for said date.

The Note is subject to redemption prior to maturity, at the option of the City, on any date, provided that the City shall pay a minimum of 60 days interest on the original principal amount of the Note, such that if the Note is redeemed prior to September 4, 2017, the City shall pay interest on the original principal amount of the Note through September 4, 2017. Said Note is redeemable as a whole or from time to time in part, at the principal amount thereof, plus accrued interest to the date of redemption or September 4, 2017, whichever is later.

Before the redemption of any of the Note, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail, overnight express delivery, electronic transmission or facsimile transmission, at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Note shall cease to bear interest on the specified redemption date or September 4, 2017, whichever is later, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Note shall no longer be deemed to be outstanding.

The Note is issued in registered form in the denomination of \$5,000 or any integral multiple thereof. This Note may be exchanged at the office of the City Clerk or City Treasurer for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon

and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Oak Creek, Milwaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Registered Owner)

(Authorized Officer)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

*The Internal Revenue Code of 1986 (IRC Section 149) requires that for interest on a municipal obligation with a term greater than one year to be exempt from federal income tax, the obligation must be issued and remain in registered form.

Section 67.09, Wisconsin Statutes provides that the City Clerk of the City when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the City Clerk of the City should be notified and a copy of this Assignment should be sent to the City Clerk of the City for his or her records.

EXHIBIT C

DEBT SERVICE SCHEDULE

DRAFT

RESOLUTION NO. 11826-062017

RESOLUTION APPROVING THE SERVICES AGREEMENT BETWEEN
DREXEL TOWN SQUARE OWNERS ASSOCIATION INC. AND THE CITY OF
OAK CREEK FOR DREXEL TOWN SQUARE
(2nd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Services Agreement between Drexel Town Square Owners Association Inc. and the City of Oak Creek for Drexel Town Square be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of June, 2017.

Passed and adopted this ____ day of _____, 2017.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2017.

ATTEST:

Mayor Daniel J. Bukiewicz

Catherine Roeske, City Clerk

VOTE: Ayes ____ Noes ____

SERVICES AGREEMENT

This **Services Agreement** (this "Agreement") is dated as of June ____, 2017 (the "Effective Date"), by and between Drexel Town Square Owners' Association Inc., a Wisconsin non-stock corporation (the "Association"), and the City of Oak Creek, a Wisconsin municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Association is the association of owners of real estate in Drexel Town Square in the City of Oak Creek, Wisconsin (the "Development");

WHEREAS, the Association desires to have the City perform or furnish, or cause to be performed or furnished, certain services within the Development, as further described on Exhibit A attached hereto (the "Services"); and

WHEREAS, the City desires to provide the Services, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term.** This Agreement shall commence as of the Effective Date and continue for a period of five (5) years (the "Term"). Upon the expiration of the Term, this Agreement shall continue on an annual basis upon all the terms and conditions set forth herein, provided that either party may terminate the Agreement upon delivering written notice of such termination ninety (90) days in advance of such termination date.

2. **Scope of Services.**

(a) During the Term, upon the terms and conditions set forth in this Agreement, the City shall perform or furnish, or cause to be performed or furnished, the Services. Upon mutual agreement between the parties during the Term, the Association and the City may amend Exhibit A hereto to amend the scope of the Services to be provided by the City.

(b) The City agrees to provide the Services diligently and in a good and workmanlike fashion, and to complete the same within the time reasonably specified by the Association from time to time. The City specifically acknowledges and agrees that time is of the essence in the performance of the Services and of all other obligations under this Agreement.

(c) The City agrees to comply with all applicable laws, regulations, executive orders and ordinances relating to the Services or its performance thereof, including, without limitation, all environmental laws and regulations. On request of the Association, the City shall promptly furnish the Association with satisfactory evidence of compliance with all such laws, regulations, executive orders and ordinances.

3. Compensation for Services. In consideration of the provision of the Services as set forth hereunder, the Association shall pay the City annual fees in the amounts set forth on Exhibit C attached hereto. Such fees shall be paid in equal quarterly payments in advance on or before each January 1, April 1, July 1 and October 1 during the Term (provided that the January 1 and April 1 payments for 2017 will be paid within five (5) business days after the Effective Date). Annual fees beyond the Term shall increase two percent (2%) annually.

4. Indemnification. Each party shall indemnify and hold harmless the other party, and each party's subsidiaries, affiliates and assignees, and their directors, officers, employees and agents, and defend any action brought against same with respect to any claim, loss, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent caused by: (i) the negligence or willful misconduct of the indemnifying party, or its agents, employees or contractors, or (ii) any breach of this Agreement by the indemnifying party.

5. Independent Contractor. The City is acting as an independent contractor, and the manner and means of conducting the services specified herein will be under the City's sole control, subject to compliance with all of the terms and provisions of this Agreement and to the continuing right of inspection by the Association's representatives.

6. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing. Notices shall be sent by commercial courier, certified mail or email, addressed as follows:

To the City at: City of Oak Creek
8040 South 6th Street
Oak Creek, WI 53154
Attention: Mr. Andrew Vickers
Email: avickers@oakcreekwi.org

To the Association at: Drexel Town Square Owners' Association Inc.
c/o Wispark LLC
231 West Michigan Street – P423
Milwaukee, WI 53203
Attention: Ms. Erica-Nicole Harris
Email: enharris@wispark.com

7. Default. If either party shall default in the performance of any duty required hereunder, the other party shall notify such defaulting party. If such defaulting party shall fail to cure such default within ten (10) days of such notice (or within a reasonable time period if the default cannot reasonably be cured within ten days), or within twelve (12) hours in the case of a default pertaining to snow removal, the non-defaulting party shall be entitled to all remedies available at law or in equity, including, but not limited to the right to terminate this Agreement.

8. Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. The City may not assign or subcontract the whole or any part of its rights or obligations under this Agreement without the prior written consent of the Association, which consent shall not be unreasonably withheld.

9. **Entire Agreement.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the matters set forth herein.

10. **Severability.** If any provision of this Agreement is declared void or unenforceable by a final judicial or administrative order, this Agreement shall continue in full force and effect, except that the void or unenforceable provision shall be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each when taken together shall constitute an original. Copies of signatures transmitted by facsimile or electronic mail shall be deemed binding.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as of the date first set forth above.

**DREXEL TOWN SQUARE OWNERS
ASSOCIATION INC.**

By: _____
Name: _____
Title: _____

CITY OF OAK CREEK

By: _____
Name: _____
Title: _____

EXHIBIT A
SERVICES

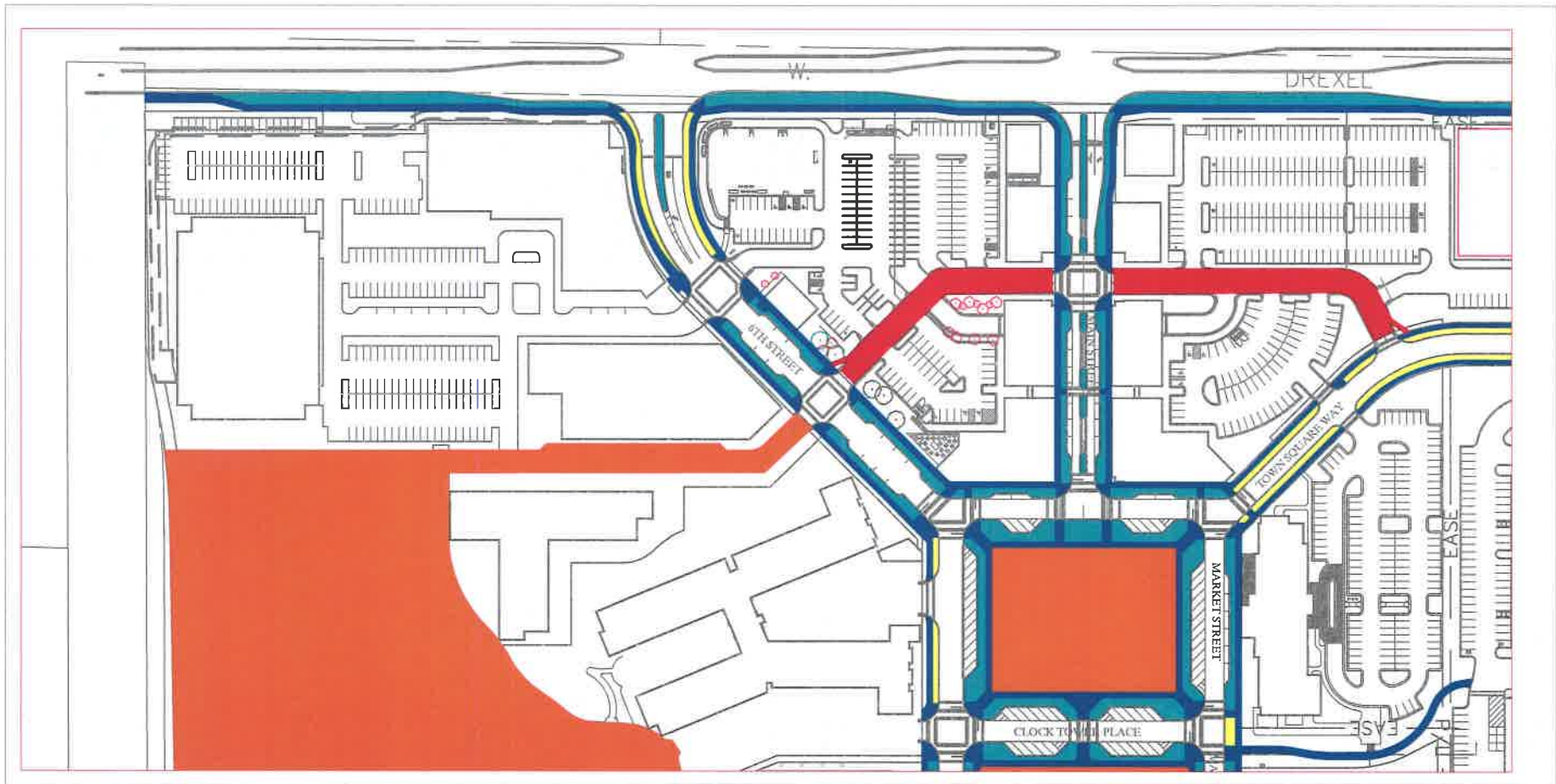
1. Snow removal from sidewalks as indicated on Exhibit B.
2. Lawn mowing and landscape maintenance along sidewalks as indicated on Exhibit B.
3. Landscape maintenance in bioswales.
4. Trash pick-up from waste disposal containers.
5. Maintenance of bus stop areas.

EXHIBIT B
MAINTENANCE MAP

EXHIBIT C
ANNUAL FEES

| | |
|------|--|
| 2017 | \$39,000 (quarterly payment is \$9,750) |
| 2018 | \$41,000 (quarterly payment is \$10,250) |
| 2019 | \$43,000 (quarterly payment is \$10,750) |
| 2020 | \$43,680 (quarterly payment is \$10,965) |
| 2021 | \$44,553.60 (quarterly payment is \$11,138.40) |

* Per above **Section 3. Compensation for Services.** Annual fees beyond the Term shall increase two percent (2%) annually.



- City Maintenance (Also includes all public roads)
- City Maintenance Snow Removal funded by Association
- City Maintenance of Landscaping funded by Association
- Property Owner Mowing
- Property Owner Snow Removal
- Woodmark Maintenance



S.A.
ST.
W.
G.
E.
T.
I.
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PP.

CITY OF OAK CREEK – ENGINEERING DEPARTMENT

| | | | | | |
|-------------|------|----------|-------|------------|------|
| DESIGNED BY | DATE | DRAWN BY | DATE | CHECKED BY | DATE |
| | | BLJ | 11/16 | | |

APPROVED BY

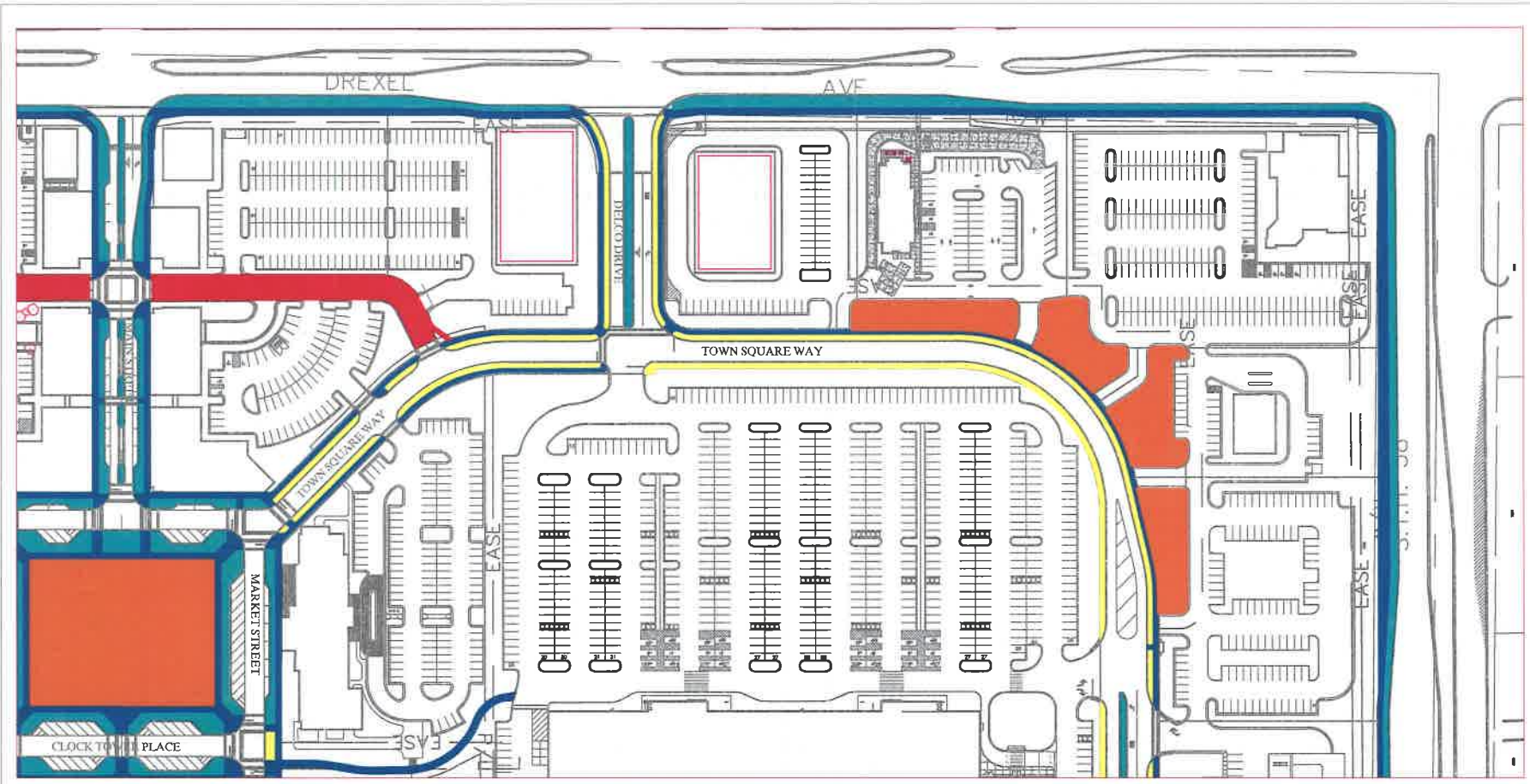
**DREXEL TOWN SQUARE
MAINTENANCE RESPONSIBILITY MAP
NW QUADRANT**

| CITY ENGINEER SCALE | DATE SHEET |
|------------------------|---------------|
| PLAN HOR. N/A | 1 |
| PROFILE HOR. _____ | OF |
| VER. _____ | 4 |

REVISION BY DATE

APPROVED BY COUNCIL RESOLUTION NO.

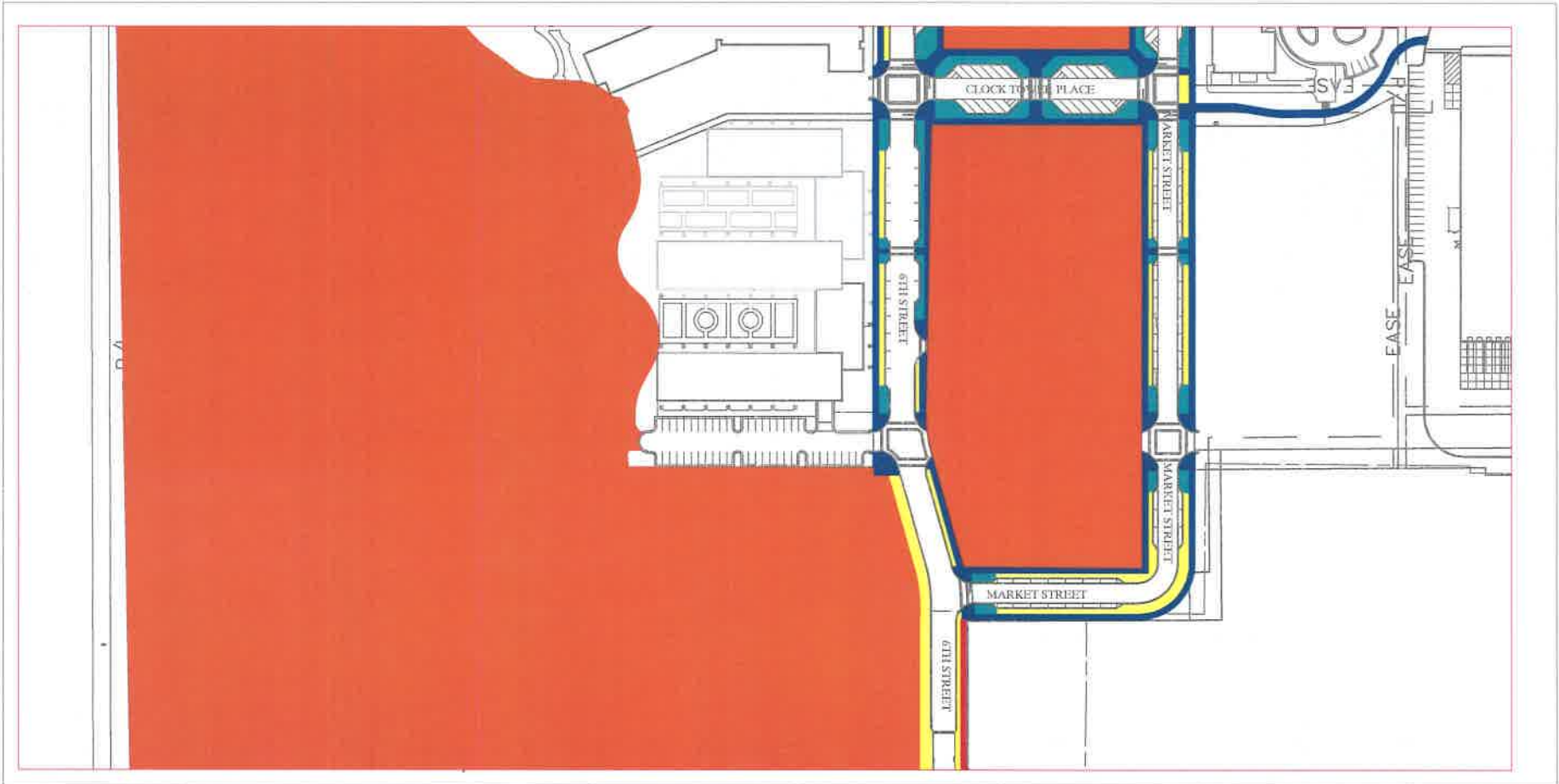
FILE NO:



- City Maintenance (Also includes all public roads)
- City Maintenance Snow Removal funded by Association
- City Maintenance of Landscaping funded by Association
- Property Owner Mowing
- Property Owner Snow Removal
- Woodman's Maintenance



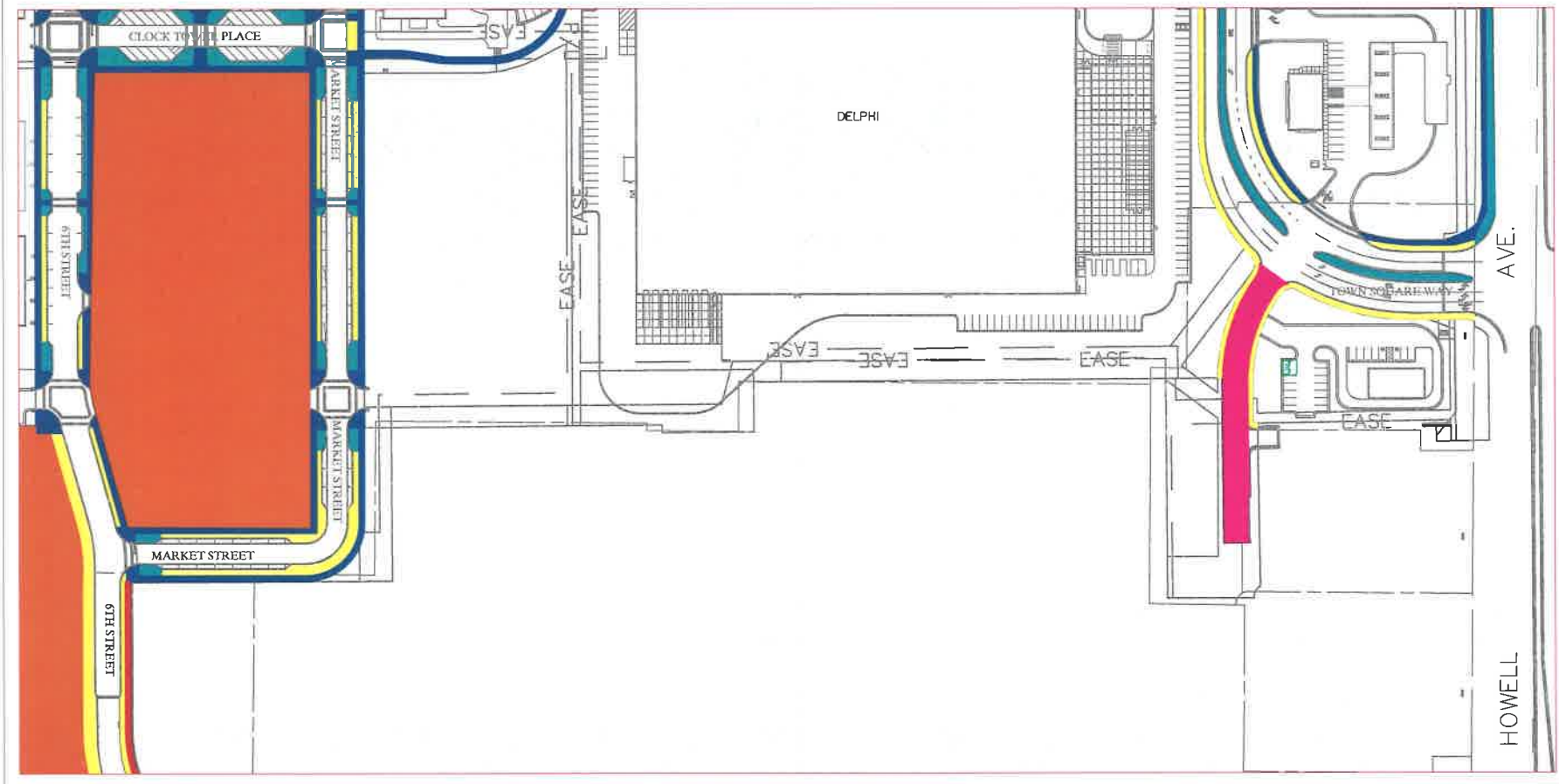
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| SA ST. W. G. E. T. L. TS. PP. | CITY OF OAK CREEK – ENGINEERING DEPARTMENT | | | | | | | | | | | | | | | |
| | DESIGNED BY | DATE | DRAWN BY | DATE | CHECKED BY | DATE | | | | | | | | | | |
| | | | BLJ | 11/16 | | | | | | | | | | | | |
| DREXEL TOWN SQUARE MAINTENANCE RESPONSIBILITY MAP NE QUADRANT | | | | | | APPROVED BY <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CITY ENGINEER</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td>SCALE</td> <td>SHEET</td> </tr> <tr> <td>PLAN HOR. _____</td> <td style="text-align: center;">2</td> </tr> <tr> <td>PROFILE HOR. _____</td> <td style="text-align: center;">OF</td> </tr> <tr> <td>VER. <i>N/A</i></td> <td style="text-align: center;">4</td> </tr> </table> | CITY ENGINEER | DATE | SCALE | SHEET | PLAN HOR. _____ | 2 | PROFILE HOR. _____ | OF | VER. <i>N/A</i> | 4 |
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| VER. <i>N/A</i> | 4 | | | | | | | | | | | | | | | |
| REVISION BY | | DATE | | APPROVED BY COUNCIL RESOLUTION NO. | | FILE NO: | | | | | | | | | | |



- City Maintenance (Also includes all public roads)
- City Maintenance: Snow Removal funded by Association
- City Maintenance of Landscaping funded by Association
- Property Owner Mowing
- Property Owner Snow Removal
- Woodman's Maintenance



| | | | | | | | | | | | | | | | | |
|--|---|------------------------------------|----------|-------|------------|--|---------------|------|-------|-------|----------------------|---|--------------------|----|------------|---|
| SA. ST. W. G. E. T. L. TS. PP. | CITY OF OAK CREEK – ENGINEERING DEPARTMENT | | | | | | | | | | | | | | | |
| | DESIGNED BY | DATE | DRAWN BY | DATE | CHECKED BY | DATE | | | | | | | | | | |
| | | | BLJ | 11/16 | | | | | | | | | | | | |
| DREXEL TOWN SQUARE MAINTENANCE RESPONSIBILITY MAP SW QUADRANT | | | | | | APPROVED BY <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CITY ENGINEER</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td>SCALE</td> <td>SHEET</td> </tr> <tr> <td>PLAN HOR. <u>N/A</u></td> <td style="text-align: center;">3</td> </tr> <tr> <td>PROFILE HOR. _____</td> <td style="text-align: center;">OF</td> </tr> <tr> <td>VER. _____</td> <td style="text-align: center;">4</td> </tr> </table> | CITY ENGINEER | DATE | SCALE | SHEET | PLAN HOR. <u>N/A</u> | 3 | PROFILE HOR. _____ | OF | VER. _____ | 4 |
| CITY ENGINEER | DATE | | | | | | | | | | | | | | | |
| SCALE | SHEET | | | | | | | | | | | | | | | |
| PLAN HOR. <u>N/A</u> | 3 | | | | | | | | | | | | | | | |
| PROFILE HOR. _____ | OF | | | | | | | | | | | | | | | |
| VER. _____ | 4 | | | | | | | | | | | | | | | |
| REVISION BY | DATE | APPROVED BY COUNCIL RESOLUTION NO. | | | | FILE NO: | | | | | | | | | | |



- City Maintenance (Also includes all public roads)
- City Maintenance Snow Removal funded by Association
- City Maintenance of Landscaping funded by Association
- Property Owner Mowing
- Property Owner Snow Removal
- Woodman's Maintenance



SA.
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PP.

CITY OF OAK CREEK – ENGINEERING DEPARTMENT

DESIGNED BY _____ DATE _____ DRAWN BY: BLJ DATE: 11/16 CHECKED BY: _____ DATE: _____

APPROVED BY _____

**DREXEL TOWN SQUARE
MAINTENANCE RESPONSIBILITY MAP
SE QUADRANT**

| CITY ENGINEER | DATE |
|-----------------------|-------|
| SCALE | SHEET |
| PLAN HOR. N/A | 4 |
| PROFILE HOR. _____ | OF |
| VER. _____ | 4 |

REVISION BY _____ DATE _____

APPROVED BY COUNCIL RESOLUTION NO. _____

FILE NO: _____

City of Oak Creek Common Council Report

Meeting Date: June 20, 2017

Item No.: 10

Recommendation: That the Common Council adopt Resolution No. 11829-062017 a Resolution Authorizing payment of bills, debts and obligations.

Background: The Common Council voted to only hold one meeting in the month of July, on July 18, 2017. This leaves five weeks before the July 18, 2017 meeting and would put some of our bills past due if not paid. Per State Statute 62.12(6), "unless otherwise provided by law, City funds should be paid out only by authority of the Council." The attached resolution will allow the Finance Department to create a vendor summary report and cut and release checks as if there were still a meeting on July 4, 2017. At the July 18th meeting we will provide you with the vendor summary report from July 4th as well as a vendor summary report for July 18th.

Fiscal Impact: There is no further fiscal impact other than potentially saving on interest charges or late fees.

Prepared by & Fiscal Review by:



Bridget M. Souffrant
Finance Director/Comptroller

Respectfully submitted,



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

RESOLUTION NO. 11829-062017

RESOLUTION AUTHORIZING PAYMENT OF BILLS, DEBTS AND OBLIGATIONS

WHEREAS, the Common Council has decided to cancel the Common Council meeting that had been scheduled for July 4, 2017; and,

WHEREAS, Wis Stats §62.12(6) provides that “unless otherwise provided by law, City funds should be paid out only by authority of the Council”; and,

WHEREAS, City bills, debts and obligations may become delinquent because of the cancellation of the July 4, 2017 Common Council Meeting; and,

WHEREAS, Common Council desires to ensure that all bills, debts and obligations of the City are paid in a timely manner.

NOW THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the payment of City bills, debts and obligations that become due during the month of July, 2017 to be paid in accordance with state and local law prior to the approval of the vendor summary report for the July 18, 2017 Common Council meeting.

BE IT FURTHER RESOLVED that any bills, debts and obligations that are paid pursuant to this Resolution after the June 20th vendor summary report has been approved, but prior to approval of the vendor summary report by the Common Council for the July 18th meeting be included in the vendor summary report for the July 18, 2017 Common Council meeting.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of June, 2017.

Passed and adopted this ____ day of _____, 2017

President, Common Council

Approved this ____ day of _____, 2017.

Mayor Daniel Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: June 20, 2017

Item No.: ||

Recommendation: That the Common Council approves payment of the obligations as listed on the June 14, 2017 Invoice GL Distribution Report.

Background: Of note are the following payments:


1. \$90,467.11 to Advanced Disposal (pg #1) for recycling.
2. \$9,815.00 to Arthur Weiler Inc. (pg #2) for additional trees on 27th street, Project 17020.
3. \$46,656.81 to Avery Dennison (pg #3) for Street department's new sign printer, cutter, laminator, and ink kit.
4. \$6,200.00 to Baker Tilly (pg #3) for 2016 financial audit services.
5. \$64,921.00 to Benistar (pg #3) for July Medicare supplement insurance.
6. \$9,937.85 to Community Design Group (pg #4) for professional services relating to Safe Routes to school.
7. \$647,313.26 to C.W. Purpero (pg #12) for Ikea Way street construction, phase 2.
8. \$145,685.33 to Edgerton Contractors, Inc. (pg #5) for Lake Vista community Park and playground.
9. \$12,341.31 to Gordon Flesch Company, Inc. (pg #6) for lease copy charges, and for new City Hall and Police Department copier printer.
10. \$48,268.55 to JPM (pgs #19-26) 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.
11. \$21,644.30 to Marso Construction (pg #9) for landscaping escrow refund.
12. \$5,000.00 to OCCC Services, Inc. (pg #11) summer concert sponsor.
13. \$134,426.00 to Rasch Construction & Engineering (pg #13) for Lake Vista structure construction and engineering services.
14. \$6,858.00 to R.A. Smith (pgs #15-16) for inspection services at Ikea Way: construction staking.
15. \$5,758.25 to Schroeder Solutions (pg #14) for furnishings in City Hall's EOC.
16. \$7,865.17 to Securian Financial Group, Inc. (pgs #14-15) for employee life insurance.
17. \$15,000.00 to Spielbauer Fireworks Co, Inc (pg #16) for July 4th fireworks.
18. \$8,086.93 to WE Energies (pg #17) for street lighting, electricity and natural gas.
19. \$14,367.55 to Wheaton Franciscan Medical Group (pg #18) for pre-employment physicals, DOT physical & fee, drug screenings, and nurse practitioner services/supplies.
20. \$9,445.77 to WI Court Fines & Surcharges (pg #18) for May court fines.
21. \$24,212.93 to Wilnet (pgs #18-19) for IT consulting and City IT equipment.
22. \$16,148.59 to World Fuel (pg #19) for fuel inventory.

Fiscal Impact: Total claims paid of \$1,472,538.28.

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: 06/20/2017

Item No.: 12

Recommendation: That the Common Council adopt Ordinance No. 2859, an Ordinance to Repeal and Recreate Sections 8.01, 8.02, 8.03 and 8.10 of the Oak Creek Municipal Code Regarding Powers and Duties of the Health Officer, Rules and Regulations, Human Health Hazards and Restaurants, Lodging, Campgrounds, Recreational, Tattoo/Body Piercing Establishments, and Retail Food Establishments.

Background: The Health Department is requesting changes to Sections 8.01, 8.02, 8.03 and 8.10. Attached is a redlined version of the changes along with the proposed Ordinance 2859 reflecting those changes. The changes being requested result from a merger between two State organizations, the Department of Health Services (DHS) and the Department of Agriculture, Trade, and Consumer Protection (DATCP) for the purpose of licensing and inspecting restaurants, retail food, lodging, campgrounds, and recreational water facilities. The City of Oak Creek has a current agent agreement with DATCP and is responsible for the licensing and inspecting of these facilities.

In addition, the Department of Safety and Professional Services (DSPS) is the agency that regulates Tattoo /Body Piercing establishments for which the City of Oak Creek is an agent. This is a change from the Department of Health Services (DHS).

As a result of these changes at the State level, the local municipal ordinance Section 8.10 requires changes to the references of the State Statutes and Administrative Codes that regulate these facilities. Additional changes have been made to the ordinance to reflect current practice, and remove language that already exists within the State Statutes and Administrative Codes that are adopted by reference.

Additional minor changes to sections 8.01 through 8.03 include correct title of Community Public Health Officer, and the State Department of Health Services, as well as cleaning up the language to better reflect the intent of the section.

Fiscal Impact: None

Prepared by:



Jacqueline Ove
Interim Health Officer



Anne Barberena
Deputy Health Officer

Respectfully submitted by:



Andrew J. Vickers, MPA
City Administrator

ORDINANCE NO. 2859

BY: _____

AN ORDINANCE TO REPEAL AND RECREATE SECTIONS 8.01, 8.02, 8.03 AND 8.10 OF THE OAK CREEK MUNICIPAL CODE REGARDING POWERS AND DUTIES OF THE HEALTH OFFICER, RULES AND REGULATIONS, HUMAN HEALTH HAZARDS AND RESTAURANTS, LODGING, CAMPGROUNDS, RECREATIONAL, TATTOO/BODY PIERCING ESTABLISHMENTS, AND RETAIL FOOD ESTABLISHMENTS

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

SECTION 1: Section 8.01 of the Municipal Code is repealed and recreated to read as follows:

SEC. 8.01 DUTIES AND POWERS OF THE COMMUNITY PUBLIC HEALTH OFFICER.

- (a) **General Duties.** The Community Public Health Officer under the authority of the Wisconsin Department of Health Services, Division of Public Health, or its successor department, division or agency, shall:
- (1) Maintain continuous sanitary supervision over the jurisdiction.
 - (2) Promote the spread of information as to the causes, nature, and prevention of prevalent diseases and the preservation and improvement of health.
 - (3) Enforce the health laws, rules and regulations of the Wisconsin Department of Health Services, or its successor department, division or agency, the State and the City including the laws relating to contagious diseases contained in Ch. 252, Wis. Stats.
 - (4) Take steps necessary to secure prompt and complete reports by physicians of communicable diseases.
 - (5) Maintain and deliver to his or her successor a record of all of his or her official acts.
 - (6) Develop an annual report to the Wisconsin Department of Health Services, or its successor department, division or agency, and to the Common Council and such other report as they may request.
- (b) **Materials and Supplies.** The Community Public Health Officer may procure, at the expense of the City, all record books, quarantine cards, and other material needed by the Board of Health, except such as are furnished by the Wisconsin Department of Health Services.
- (c) **Communicable Diseases and Quarantine and Isolation Regulations.**
- (1) **General Provisions.**
- (a) Chapter 252 Wis. Stats and DHS Wis. Admin. Code and all future amendments thereto are hereby incorporated by reference. The Community Public Health Officer shall perform all duties prescribed to him or her by the State of Wisconsin Department of Health Services regarding contagious diseases, including, but not limited to Ch. 252, Wis. Stats. and Ch. DHS 145, Wis. Adm. Code. All references to "local health officer" in the statutes and regulations shall mean the Community Public Health Officer.
 - (b) The Community Public Health Officer or designee may order the isolation or quarantine of individuals as a protective action to limit the spread of infectious agents or contaminants to others.
 - (c) The Community Public Health Officer may, with support from local law enforcement, immediately detain infected or exposed individuals and place them in isolation or quarantine.
 - (d) In all cases where isolation or quarantine is ordered, the Community Public Health Officer will address the basic needs of individuals placed in isolation or quarantine including but not limited to food, clothing, shelter, medical care, and communication with family members, legal counsel, and others, if needed.

(2) Reporting of communicable diseases.

- (a) Any person licensed under Ch. 441 or 448, Wis. Stats., who has a reasonable suspicion that a person treated or visited by the licensee has a reportable communicable disease, or having had such a disease, has died, shall report the same to the Community Public Health Officer.
- (b) Any person, other than those licensed under Ch. 441 or 448, Wis. Stats., having reason to believe that anyone has a reportable communicable disease shall report such belief to the Community Public Health Officer.
- (c) Any laboratory shall report to the Community Public Health Officer those specimen results the Community Public Health Officer has designated to aid in the surveillance, diagnosis, control and prevention of communicable diseases, including cases of suspected food poisonings and outbreaks of disease occurring in the City of Oak Creek.
- (d) Unless otherwise specified, all reports required by this section shall be submitted within twenty-four (24) hours of the event to the Health Department in a form prescribed by the Community Public Health Officer.

(3) Voluntary confinement.

Prior to instituting mandatory isolation or quarantine pursuant to this section, the Community Public Health Officer may request that an individual or group of individuals voluntarily confine themselves to a private home or other facility.

(4) Isolation, Quarantine, and Placarding Orders.

When it is necessary to protect the public's health against communicable disease or conditions hazardous to the public health, the Community Public Health Officer may placard or post notices or warnings on buildings, conveyances, property, or other appropriate places to inform or educate the public, or to implement isolation and quarantine orders or to restrict entrance or occupancy. Such placards, notices or warnings shall remain upon such building, conveyance, property, or other appropriate places to inform or educate the public, or to carry out isolation and quarantine orders or to restrict entrance or occupancy. Such placards, notices or warnings shall remain upon such building, conveyance, property, or other appropriate places as long as determined necessary by the Community Public Health Officer and shall not be effaced or made illegible.

(5) Quarantine Guards and Officers.

The Community Public Health Officer shall employ as many persons as are necessary to execute quarantine orders. Persons shall be sworn as quarantine guards, shall have police powers, and may use all necessary means to enforce this section.

(6) Communicable Diseases Information to the Public and to Schools.

The Community Public Health Officer may advise the public and any individual persons regarding the provisions of this Section in order to assist the Community Public Health Officer in the performance of duties pertaining to the protection against contagious diseases, including, but not limited to the provisions of §252.19, Wis. Stats. No person who is knowingly infected with a communicable disease may willfully violate the orders of the Community Public Health Officer or subject others to the danger of contracting the disease. No person may knowingly and willfully take, aid in taking, advise or cause to be taken, a person who is infected or is suspected of being infected with a communicable disease into any public place or conveyance where the infected person would expose any other person to the danger of contracting the disease. The Community Public Health Officer may further specifically advise schools, teachers, school nurses and principals of the provisions of §252.21, Wis. Stats., that a local health officer shall be notified of the existence or suspicion of the presence of a communicable disease in a school. Any teacher, school nurse or principal may send home pupils from school who are suspected of having a communicable disease or any other disease that the State Department of Health Services specifies by rule.

(7) Confined or Hospitalized Person.

- (a) When a person confined in a jail, mental health institute, hospital or other public place of detention has a communicable disease which the Community Public Health Officer deems dangerous to the health of other residents or the public, the Community Public Health Officer shall, in writing, order the removal or isolation of the person to a hospital or place of safety to be provided for and safely kept.
 - (b) Upon recovery, the person shall be returned; and if the person was committed by a court or under process, the removal order or a copy shall be returned by the Community Public Health Officer to the committing court officer.
- (8) Discharge.**
The Community Public Health Officer shall authorize the release of exposed contacts or an infected person from isolation or quarantine when the Community Public Health Officer or designee is satisfied that the communicable period, if known, has lapsed or the risk of transmission has subsided. If deemed necessary by the Community Public Health Officer, the exposed contact or infected person shall pursue a prescribed course of medical treatment or therapy to ensure recovery from the disease prior to discharge.
- (9) Veterinarian to Report Animals and Birds with Diseases of Zoonotic Importance.**
Any person licensed as a veterinarian under Ch. 89, Wis. Stats., having knowledge or reason to believe or suspect that an animal or bird has disease of zoonotic importance or having such a disease has died, shall within 24 hours report the same to the Community Public Health Officer, either by telephone or by deposit, at the Health Department in a form required by the Community Public Health Officer. The report shall include the disease and the place where the animal or bird is kept or located, and the name, address and telephone number of the owner or keeper, and other information as required.
- (10) Employment of Persons Who Handle Food Products.**
 - (a) No person in charge of any public eating place, or other establishment where food products to be consumed by others are handled, may knowingly employ any person to handle food products who has a disease in a form that is communicable by food handling.
 - (b) No person knowingly infected or who is reasonably suspected of being infected with a disease in a form that is communicable by food handling may be employed or work as a food handler in a public eating place or other establishment where food products to be consumed by others are handled or produced.
 - (c) If required by the Community Public Health officer for the purposes of an investigation, any person who is employed in the handling of foods who is suspected of having a disease in a form that is communicable by food handling shall submit to an examination ordered by the Community Public Health Officer and may not work in such capacity until proved not to have such disease. The expense of the examination shall be paid by the person examined.
- (11) Employment of Persons in Hospitals, Nursing Homes, Day Care Centers, and Health Care Facilities.**
 - (a) No person who is in charge of a hospital, nursing home, daycare center, or other facility requiring close personal contact may knowingly employ volunteers or employees with gastrointestinal or other communicable diseases in the infectious stage as specified by the Community Public Health Officer in occupations requiring close personal contact with others.
 - (b) No person in a facility mentioned in sub. (a) who has or is reasonably suspected of having a gastrointestinal or other communicable disease in the communicable form as specified by the Community Public Health Officer may be employed in a paid or volunteer basis in occupations requiring close personal contact until ascertained non-communicable by appropriate laboratory tests as specified by the Community Public Health Officer.

- (c) If required by the Community Public Health Officer for the purposes of an investigation, any person who is employed in an occupation requiring close personal contact with others who is suspected of having a disease in a form that is communicable by close personal contact shall submit to an examination ordered by the Community Public Health Officer and may not work in such capacity until proved not to have such disease. The expense of the examination shall be paid by the person examined.

(12) Contagious diseases – Burial of infected deceased persons.

No one having charge or control of any schoolhouse or church, or of any room or building used for school or church purposes, or for any public assembly in this City, shall permit the body of any person whose death was caused by smallpox, diphtheria, scarlet fever, Asiatic cholera, or other dangerous contagious diseases to be taken into such building or room for the purpose of holding funeral services over such body; and no sexton, undertaker or other person having charge or direction of the burial of any body whose death was caused by any of these diseases herein mentioned shall permit the casket or coffin containing such a body to be opened in the presence of any child; neither shall any child be permitted to act as pall bearer or carrier at any such funeral; and the Community Public Health Officer shall have power to prevent the attendance at the funeral or burial of any person whose death was caused by dangerous contagious diseases of all persons other than those necessary for the interment of such body; and any person who violates any of the provisions of this section shall be subject to the general penalty provisions of the code.

(13) Violations.

Any person who willfully violates any provision of this section shall, in addition to being subject to any other legal and equitable actions available to the City, be subject to the penalty provisions set forth under §1.07 of this code.

(14) Liability for Costs and Expenses.

Expenses for diagnostic and necessary medical care, the expense of conducting examinations and investigative measures and tests for disease carriers made under the directions or approval of the Community Public Health Officer, food and other articles needed for the care of the infected person or contact shall be charged to the infected person or contact or whoever is liable for the person's support and, if that person or the individual responsible for the person's support owns property in the City, the cost of said services may be imposed as a special charge against said property. The infected person or exposed contact shall be liable for the costs and expenses of maintaining quarantine and enforcing isolation of the quarantined area, except in the case of tuberculosis in which case the City will bear the costs. Expenses for diagnostic and investigative measures performed in the course of an epidemiological investigation shall be charged against the business, establishment, entity, or owner where the disease commenced or continued or was believed to have commenced or continued.

SECTION 2: Section 8.02 of the Municipal Code is repealed and recreated to read as follows:

SEC. 8.02 RULES AND REGULATIONS.

The Community Public Health Officer and/or Board of Health may make reasonable and general rules for the enforcement of the provisions of this Chapter and for the prevention of the creation of human health hazards and the protection of the public health and welfare and may, where appropriate, require the issuance of licenses and permits. All such regulations shall have the same effect as ordinances, and any person violating any of such regulations and any lawful order of the Council shall be subject to the general penalty provided for in this Code of Ordinances.

SECTION 3: Section 8.03 of the Municipal Code is repealed and recreated to read as follows:

SEC. 8.03 HUMAN HEALTH HAZARDS

- (a) **Authority.** This ordinance is adopted pursuant to the authority granted by Chapters 251 and 254 of the Wisconsin Statutes.
- (b) **Purpose and Intent.** The purpose and intent of this section is to protect the public health, safety and general welfare and to maintain and protect the environment for the people of Oak Creek and to:
 - (1) Prevent communicable diseases.
 - (2) Prevent the continuance of human health hazards.
 - (3) Assure compliance with air quality standards.
 - (4) Abate environments and conditions that contribute to insect and vermin infestations that may create human health hazards and/or health hazards.
 - (5) Assure that surface and groundwater quality meet State standards and regulations.
 - (6) Assure that solid waste is handled, stored and disposed of according to State standards and regulations.
 - (7) Assure that citizens are protected from hazards, unhealthy, or unsafe substances.
 - (8) Provide for the administration and enforcement of this ordinance and to provide penalties for its violation.
- (c) **Definitions. The following definitions apply throughout this section:**
 - (1) "City" means City of Oak Creek, Wisconsin.
 - (2) "Groundwater" means any of the waters of the State, as defined under State law, occurring in a saturated sub-surface geological formation of rock or soil.
 - (3) "Human Health Hazard" means a substance, activity or condition that is known to have potential to cause acute or chronic illness or death if exposure to the substance, activity or condition or to endanger life, to generate or spread infectious disease or otherwise injuriously affect the health of the public.
 - (4) "Community Public Health Officer" means the duly designated Health Officer and his or her public health professionals responsible for environmental sanitation.
 - (5) "Immediate Health Hazard" means a condition which exists or has the potential to exist which should, in the opinion of the Community Public Health Officer, be abated or corrected immediately, or at least within a 24-hour period, to prevent possible severe damage to human health and/or the environment.
 - (6) "Person" means any individual, corporation, association, business enterprise or other legal entity either public or private.
 - (7) "Pollution" means man-made or man-induced alteration of the chemical, physical, biological or radiological integrity of air, land or water.
 - (8) "Solid Waste" means garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, and all other discarded or salvageable solid, liquid, semisolid or contained gaseous waste materials, including solid waste materials resulting from industrial, commercial, agricultural operations and from domestic use and public service activities, but does not include solid or dissolved materials, in irrigations return flows or individual usages which are point sources subject to permits under Chapter 283 of the Wisconsin Statutes in waste water effluent or other common water pollutants.
 - (9) "State" means State of Wisconsin.
 - (10) "Structure or Building" means a building or structure having walls and a roof erected or set upon an individual foundation or slab constructed base designed or used for the housing, shelter, enclosure, or support of persons, animals or property of any kind. This definition includes mobile homes.
 - (11) "Toxic and Hazardous Materials" means any chemical and/or biological material that is or has the potential to create a human health hazard.

(12) "Vermin" means wild or feral mammals or birds that are believed to carry disease harmful to humans, domesticated animals, or livestock.

(d) **Administration.**

(1) General Provisions. This section shall be interpreted, administered, and enforced by the Community Public Health Officer in conjunction with and cooperation with the State.

(2) Powers. The Community Public Health Officer shall have all the powers necessary to enforce the provisions of this code without limitation by reason of enumeration including the following:

a. To enter any structure or premise at a reasonable time for the purpose of performing duties under this section and to secure a court order to accomplish this purpose if necessary.

b. To order abatement and/or correction of any human health hazard in compliance with this section or State Statutes.

c. To delegate the responsibilities of administration and enforcement of this section to a registered environmental health specialist or another person qualified in the field of public health.

d. To initiate any other action authorized under the law or this section to insure compliance with the purpose and intent of this section.

e. To perform any actions authorized under State Law, including but not limited to actions authorized by Chapters 146 and 250-255 Wisconsin Statutes, as amended, which are hereby adopted by reference or actions authorized by this section to insure compliance with the purpose and intent of this section and the requirements of this section.

(e) **Human Health Hazards.**

(1) Human Health Hazard prohibited. No person shall erect, construe, cause, continue, maintain or permit any human health hazard within the City. Any person who shall cause, create or maintain a human health hazard or who shall, in any way, aid or contribute to the causing, creating, or maintenance thereof shall be guilty of a violation of this section, and shall be liable for all costs and expenses attendant upon the removal and correction of such hazard and to the penalty provided for herein.

(2) Responsibility of Property Owner. It shall be the responsibility of the property owner to maintain such owner's property in a hazard-free manner and also to be responsible for the abatement and/or correction of any human health hazard that has been determined to exist on said property.

(3) Human Health Hazards/Public nuisances affecting health include:

a. Unburied Carcasses. Carcasses of animals, birds, or fowl not intended for human consumption or food which are not buried or otherwise disposed of in a sanitary manner within the time period specified by the Community Public Health Officer or as required by chapter 95.50 of the Wisconsin Statutes.

b. Manure. Accumulations of the bodily waste from all domestic animals and fowl that are handled, stored, or disposed of in a manner that creates a human health hazard.

c. Air Pollution. The presence in the atmosphere of one or more air contaminants in such quantities and of such duration which is injurious to public health, harmful for commercial or recreational use or deleterious to fish, bird, animal or plant life.

d. Noxious Odors. Any use of property, substances or things emitting or causing any foul, offensive, noxious or disagreeable odors, or stenches repulsive to the physical senses of ordinary persons which annoy, discomfort, injure or inconvenience of persons within the City.

e. Solid Waste. Any solid waste which is stored or disposed of in a manner which may pose a human health hazard as defined in Section 1(c)(3).

- f. Food, Breeding, or Harborage Places for Vermin and Insects. Accumulations of decayed animal or vegetable matter, trash, rubbish, garbage, rotting lumber, bedding, packing material, scrap metal, animal and human fecal matter, or any substance in which flies, mosquitoes, disease carrying insects, rats, pigeons, raccoons or other vermin can breed, live, nest or seek shelter.
 - g. Toxic and Hazardous Material. Any chemical and/or biological material that is stored, used, or disposed of in such quality or has accumulated in such a manner that it is a human health hazard or has, the potential to create a human health hazard as defined in Section 1(d)(3).
 - h. Wastewater. The presence of wastewater or sewage effluent from buildings on the ground surface, backing up into the building and/or running into a surface water body caused by a damaged malfunctioning, improperly constructed, or inadequately maintained private sewage system, or private sewage lateral and, any wastewater or sewage effluent that is not handled and disposed of in compliance with all applicable City and State codes.
 - i. Surface Water Pollution. The pollution of any stream, lake or other body of surface water within the City that creates noncompliance with Chapter NR 102 and NR 103 of the Wisconsin Administrative Code or any future amendments or revisions thereto.
 - j. Groundwater Pollution. Addition of any chemical and/or biological substance that would cause groundwater to be unpalatable or unfit for human consumption including but not limited to chemical and/or biological substances listed in Chapter NR 140 of the Wisconsin Administrative Code or any future amendments or revisions thereto.
 - k. Holes or Openings. Any hole or opening caused by an improperly abandoned cistern, septic tank, dug well, or any other improperly abandoned barricaded or covered up excavation.
 - l. Nonfunctional Public Building Fixtures. Nonfunctioning water supply systems, toilets, urinals, lavatories or other fixtures necessary to insure a sanitary condition in a public building.
 - m. Unhealthy or Unsanitary Condition. Any condition or situation which renders a structure or any part thereof unsanitary, unhealthy and unfit for human habitation, occupancy, or use, or renders any property unsanitary or unhealthy.
 - n. Animals at Large. All animals running at large
 - o. Illegal dumping. The dumping or deposit of any rubbish, stones, wire, earth, ashes, cinders, sawdust, hay, glass, manure, filth, paper, liquid snow, ice, grass, leaves, twigs, shrubs, construction waste, garbage or other offensive or noxious material in any public street or alley, upon any public property or upon any private property, vacant or occupied.
 - p. Other conditions. Any other condition deemed by the Community Public Health Officer to be a human health hazard.
- (4) Investigation of Human Health Hazards. The Community Public Health Officer or his/her designee shall investigate all potential human health hazards and shall determine whether or not a human health hazard exists. If a violation of this section regarding communicable disease is not reported appropriately to the Community Public Health Officer, the Community Public Health Officer shall refer the matter to the City Attorney to take proper action.
- (5) Abatement and Correction. Abatement and correction of a human health hazard shall be according to provisions of this section.

(f) **Designation of Housing as Human Health Hazard.**

- (1) The Community Public Health Officer may declare any dwelling or dwelling unit found to have any of the following defects a human health hazard. It shall be condemned as unfit for human habitation and a placard shall be placed in the dwelling or dwelling unit by the Community Public Health Officer to that effect.
 - a. A dwelling which is so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin infested that it creates a serious health hazard to the health or safety of the occupants or of the public.
 - b. A dwelling which lacks a potable water supply, a properly functioning public or private sanitary sewer system, or a functioning heating system adequate to protect the health or safety of the occupants or of the public.
 - c. A dwelling, because of its general condition or location, is unsanitary or otherwise dangerous to the health or safety of the occupants or of the public.
 - d. A dwelling, because of its condition, has been implicated as the source of a confirmed case of lead poisoning or asbestosis.
 - (2) No person shall continue to occupy, rent or lease a dwelling for human habitation which is declared unfit for human habitation by the Community Public Health Officer.
 - (3) Any dwelling or dwelling unit condemned as unfit for human habitation, and so designated and placarded by the Community Public Health Officer, shall be vacated within a reasonable time, as specified by the Community Public Health Officer.
 - (4) No dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from the Community Public Health Officer, and such placard is removed by, the Community Public Health Officer. The Community Public Health officer shall remove such placard whenever the defect or defects upon which the condemnation and placarding were based have been eliminated.
 - (5) No person shall deface or remove the placard from any dwelling or dwelling unit which has been condemned as unfit for human habitation.
 - (6) Any person affected by any notice or order relating to the condemning or placarding of a dwelling or dwelling unit for human habitation may request and shall be granted a hearing in the matter before the Oak Creek Board of Health.
 - (7) Whenever the Community Public Health Officer determines that a violation exists or has reasonable grounds to believe that there has been a violation of any provision of this section, he/she shall give notice to the persons or person responsible and then proceed pursuant to the Wisconsin Statutes Section 254.59 or any future amendments or revisions thereto.
- (g) **Responsibilities of Owner.** It shall be the responsibility of the property owner(s) to maintain their property in a hazard free manner and also to be responsible for the abatement or correction of any human health hazard/public nuisance that has been determined to exist on their property.
- (h) **Enforcement**
- (1) Written order. The Community Public Health Officer shall issue a written order to any person who personally maintains a human health hazard, served personally or by registered mail with return receipt requested. This order shall specify the following:
 - a. The nature of the violation and the steps needed to abate and/or correct it.
 - b. The time period in which the violation must be corrected and/or abated.
 - c. The penalty or penalties the person would be subject to if the violation is not abated and/or corrected.
 - (2) Exceptions to Written Order. In extreme cases where a violation poses an immediate health hazard as determined by the Community Public Health Officer or in the case of repeating occurrences of the same violation by the same person, the action(s) specified in subsection (3) below can be initiated immediately.

- (3) Noncompliance with Order. If a person does not comply with a written order from the Community Public Health Officer the person may be subject to one or more of the following:
 - a. Issuance of a citation.
 - b. Commencement of legal action seeking an injunction to abate the violation or nuisance or correct the damage created by the violation.
 - c. Any other action authorized by this section or by other applicable laws as deemed necessary by the Community Public Health Officer.
 - d. The remedies contained herein are cumulative and enforcement of this section by one method shall not preclude other means of enforcement.
 - e. Technical deficiencies in the Order until (1) shall not be a defense to any legal action prosecuted under this section nor shall any omission in such Notice and Order shall be sufficient if it substantially complies with the intent of this section.
- (4) Abatement and Penalties
 - a. Abatement or Removal of Health Hazards. If the human health hazard is not abated or removed by the date specified in the order, the Community Public Health Officer or designee may proceed pursuant to Wisconsin Statute Section 254.59 or any future amendments or revisions thereto.
 - b. Penalties. Anyone maintaining a human health hazard may also be fined not more than \$313 in addition to court costs. A separate offense shall be deemed committed during each day during or upon which a violation occurs or continues.

SECTION 4: Section 8.10 of the Municipal Code is repealed and recreated to read as follows:

SEC. 8.10 RESTAURANTS, RETAIL FOOD, LODGING, CAMPGROUNDS, RECREATIONAL WATER, AND TATTOO/BODY PIERCING ESTABLISHMENTS.

- (a) **AUTHORITY.** This ordinance is adopted pursuant to that authority provided by Wisconsin State Statute Chapter 68, Sections and appendices 66.0417, 97.12, 97.41, 97.615, 125.68(5), 251.04(3), 252.02, 252.03, 254.47, 254.64, 254.69(2) and 463.16; and by Wisconsin State Administrative Code ATCP 71-79, and SPS 221, 362, and 390, until amended and then shall apply as amended.
- (b) **PURPOSE.**
 - (1) The purpose of this ordinance is to protect and improve public health and to authorize the City of Oak Creek as the local designated agent of:
 - a. The State Department of Agriculture, Trade, and Consumer Protection for the purpose of establishing and collecting permit fees; issuing permits; and conducting investigations or inspections of hotels, motels, tourist rooming houses, restaurants, retail food establishments, bed and breakfast establishments, campgrounds and camping resorts, recreational and educational camps, public swimming pools, water attractions, and for the purpose of enacting local regulations governing these establishments.
 - b. The Department of Safety and Professional Services, for the purpose of establishing and collecting fees; issuing permits; and making investigations or inspections of tattooists and tattoo establishments and body piercers and body piercing establishments.
 - (2) In addition, the program agent or designee may also secure samples or specimens of food and any product or substance that may affect food, examine and copy relevant documents and records and obtain photographic and other evidence needed to enforce this chapter. The program agent or designee shall examine any samples secured and conduct other inspections and examinations needed to determine whether there is a violation.

- (c) **APPLICABILITY.** The provisions of this ordinance shall apply to the owner and operator of any retail food establishment, hotel, motel, tourist rooming house, body piercing and tattooing establishments, restaurant, bed and breakfast establishment, campground and camping resort, recreational and educational camp, or public swimming pool, in the City of Oak Creek. No person, partnership, association, or corporation shall operate a business before acquiring a permit to operate. For purposes of this ordinance the terms "license" and "permit" are synonymous and are used interchangeably.
- (d) **DEFINITIONS.** All definitions as set forth in Wisconsin State Statutes Sections 66.0417, and Chapters 68, 97, 125, 251, 252, 254, and 463, and Wisconsin State Administrative Code Chapters ATCP 71-79, SPS 221, 362, and 390 are incorporated in this ordinance by reference and they shall be construed, read and interpreted as fully set forth herein until amended and then shall apply as amended. In addition, the following terms and phrases have meanings ascribed to them in this section:
- (1) **"Annual License Fee"** shall mean a fee issued by the program agent for the permitted use of a recreational business.
 - (2) **"Duplicate Permit Fee"** shall mean a fee for the replacement of an original issued permit.
 - (3) **"Certified Pool Operator" is synonymous with "Certified Water Attraction Operator"** and shall mean an operator who is certified by successful completion of at least one of the following training courses:
 1. The National Swimming Pool Foundation certified pool operator course.
 2. The National Recreation and Park Association aquatic facility operator course.
 - (4) **"City"** shall mean the City of Oak Creek.
 - (5) **"Consultation Fee"** shall mean a fee assessed for consultation services of City environmental health staff that are not included in the routine permitting process.
 - (6) **"Health Department"** shall mean the City of Oak Creek Health Department.
 - (7) **"Health Officer"** shall mean the Community Public Health Officer.
 - (8) **"Fee Schedule"** shall mean the schedule of all fees associated with this ordinance, as set forth by resolution of the Common Council and available in the Office of the City Clerk.
 - (9) **"Limited Food Service"** shall mean the serving of only individually wrapped hermetically sealed single food servings by a licensed processor with preparation on the premises limited to heating and serving with single-service articles, i.e. hermetically wrapped sandwiches or frozen pizza.
 - (10) **"Mobile Restaurant"** shall mean a restaurant operating from a movable vehicle, pushcart, trailer, or boat which periodically or continuously changes location and wherein meals or lunches are prepared or served or sold to the general public, excepting those vehicles used in delivery of pre-ordered meals or lunches prepared in a licensed restaurant.
 - (11) **"Operator"** shall mean the owner, operator, or person responsible for the operations of the hotel, motel, bed and breakfast establishment, restaurant, retail food establishment or beverage establishment, vending machine commissary and/or vending machine, campground, camping resort, recreational/educational camps, public swimming pools, tattoo and body piercing establishments.
 - (12) **"Late Fee"** shall mean an additional fee charged for any fee that is unpaid after the date it is due, as noted on the original invoice, written order, or other statement of fee(s).
 - (13) **"Plan Review Fee"** shall mean a fee assessed for completion of architectural plan review and other planning documents associated with pre-construction preparation for permitting an establishment. A plan review fee may be assessed according to the type of construction under review:

- a. **“New Construction”** describes plan review required for an establishment that will operate for the first time as a permitted facility by the agent. New construction may describe the planning process in the construction of a new building or the use of an existing building for activities permitted in this section.
 - b. **“Remodel/Addition”** describes plan review required for an establishment that is currently permitted or has been previously permitted as the operator applied for by the program agent that will add architectural features to the existing structure.
- (14) **“Potentially Hazardous Food”**
- a. Shall mean a food that is natural or synthetic and that requires time and/or temperature control for safety (TCS) because it is in a form capable of supporting:
 - 1. The rapid and progressive growth of infectious or toxigenic microorganisms;
 - 2. The growth and toxin production of *Clostridium botulinum*; or
 - 3. In raw shell eggs, the growth of *Salmonella enteritidis*.
 - b. “Potentially hazardous food” includes an animal food (a food of animal origin) that is raw or heat-treated; a food of plant origin that is heat-treated or consists of raw seed sprouts; cut melons, cut leafy greens, cut tomatoes, or mixtures of cut tomatoes that are not modified in a way so that they are unable to support pathogenic microorganism growth or toxin formation, and garlic and oil mixtures that are not acidified or otherwise modified at a food processing plant in a way that results in mixtures that do not support growth as specified under Subparagraph a. of this definition. All other definitions of “potentially hazardous food” are hereby adopted from the most current Wisconsin Food Code.
- (15) **“Pre-inspection Fee”** shall mean a fee for the completion of a pre-licensing or pre-inspection which must be completed prior to the granting of a permit or the operation of the licensee.
- (16) **“Program Agent”** shall mean the local agent to administer the retail food and recreational programs for the Wisconsin Department of Agriculture, Trade, and Consumer Protection. The words “program agent” and “agent” are used synonymously.
- (17) **“Recreational Establishment” or “Recreational Business”** shall mean a restaurant, retail food establishment, campground, recreational and educational camp, public swimming pool, water attraction, hotel, motel, tourist rooming house, bed and breakfast establishment, or tattoo and/or body piercing establishment.
- (18) **“Re-inspection Fee”** shall mean the fee for an inspection to ensure compliance following the observation during a routine inspection of one or more criteria according to the re-inspection policy and procedure of the program agent.
- (19) **“Restaurant”** shall mean any building, room or place where meals are prepared, served or sold to transients or the general public, and all places used in connection with the building, room or place and shall include any public or private school lunchroom for which food service is provided by contract. “Restaurant” does not include those listed in WI ATCP 75.103(5)(a-h):
- (20) **“Retail Food Establishment”** shall mean any of the following, but does not include a restaurant or other establishment holding a permit to the extent that the activities of the establishment are covered by that permit:
- a. A permanent or mobile food processing facility where food is processed primarily for direct retail sale to consumers at the facility.

- b. A mobile facility from which food is sold to customers at retail.
- c. A permanent facility from which food is sold to consumers at retail, whether or not that facility sells potentially hazardous food or is engaged in food processing.

(21) **“Temporary Restaurant”** or **“Temporary Retail Food Establishment”** shall mean a restaurant or retail food establishment that operates at a fixed location in conjunction with a single event or celebration such as a fair, carnival, circus, public exhibition, or anniversary sale for a period of no more than 14 consecutive days or in conjunction with an occasional sales promotion.

(22) **“Recreational Water Facility”** shall mean a pool or water attraction as defined by ATCP Chapter 76.

(e) **ENFORCEMENT.**

(a) The provisions of this ordinance shall be administered by or under the direction of the program agent Community Public Health Officer who in person or by duly authorized representatives shall have the right to enter, at reasonable hours, upon premises affected by this regulation to inspect the premises, secure samples or specimens, examine and copy relevant documents and records or obtain photographic or other evidence needed to enforce this ordinance. In the event an owner refuses to allow an inspection, the City’s agent may seek a special inspection warrant to conduct the inspection. Failure to permit the inspection may result in a denial of new permit issuance or re-issuance of a permit and may result in revocation of an existing license.

(b) No person may assault, restrain, threaten, intimidate, impede, interfere with or otherwise obstruct the Department or authorized agent in the performance of his or her duties under this section, nor shall the operator give false information with the intent to mislead the Department or program agent.

(f) **LICENSE AND PERMIT**

(1) No person shall operate a recreational establishment without first obtaining a valid permit from the program agent.

a. Except as provided in (1) above., permits shall expire on June 30 of each year following their issuance. Permits initially issued for a recreational business during the period beginning on April 1 and ending June 30 shall expire June 30 of the following year.

b. The issuance of a permit may be conditioned upon the permit licensee correcting a violation of this ordinance within a specified period of time. If the condition is not met within the specified period of time, the permit shall be voided.

c. The permit shall not be transferable to a location other than the one for which it was issued, nor shall a permit be transferred from one operator to another subject to the express exception of:

1. As to location, temporary food permits may be transferred;
2. As to operator, a permit of a non-retail food establishment operator may be transferred to an individual who is an immediate family member of the operator if the operator is transferring operation of the establishment or vending machine to that immediate family member. A parent, spouse, child, step-child, grandchild, sibling or step-sibling shall be considered an immediate family member for purposes of this ordinance.
3. A sole proprietorship that reorganizes as a business entity or a business entity that reorganizes as either a sole proprietorship or a different type of business entity may transfer a permit issued under this section for operation of an establishment the newly formed business entity or sole proprietorship if the following conditions are satisfied:

- a. The establishment remains at the location for which the permit was issued.
 - b. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the permit was issued has an ownership interest in the newly formed sole proprietorship or business entity.
- (2) With the exception of those establishments defined herein as “temporary”, no permits shall be granted to any person under this Ordinance without a pre-inspection by the Health Department of the premises for which the permit shall be granted.
- (3) No permit shall be issued until all fees due have been paid to the City.
- (g) **APPLICATION.** Application for permits shall be made in writing to the program agent, on forms developed and provided by the program agent, stating all information required on the application. Incomplete applications will not be processed.
- (h) **FEES.** Fees required by this chapter shall be as provided through the Fee Schedule.
- (i) **PERMIT PUBLIC DISPLAY.** Every establishment required to obtain a permit pursuant to this Ordinance shall display said permit, at all times, in a conspicuous public place.
- (j) **CONSTRUCTION OR ALTERATION OF LICENSED ESTABLISHMENTS.**
 - (1) No person shall erect, construct, enlarge, or alter a permitted facility without first submitting for plan review to the department or designee, architectural plans (drawings) which clearly show and describe the amount and character of the work proposed and without first receiving approval of submitted plans. Such plans shall include any and all relevant floor plans, equipment schedule and specifications, wall, floor and ceiling finishes, and plans and specifications for food service kitchen ventilation and plumbing. Submitted plans shall give all information necessary to show compliance with applicable statutes, administrative codes and City ordinances.
 - (2) Approved plans shall not be changed or modified unless approval of such changes or modifications shall have first been obtained from the program agent.
 - (3) Plan reviews for new construction will be assessed a plan review new construction fee.
 - (4) Plan reviews for remodel/addition will be assessed a remodel/addition fee.
 - (5) Plan reviews submitted after the start of construction or alteration of a facility will be assessed double the plan review fee.
- (k) **SPECIAL REQUIREMENTS FOR RECREATIONAL WATER FACILITIES.**
 - (1) All recreational water facilities licensed under s. ATCP 76.05 shall be staffed with at least one certified pool operator by January 1, 2018. An owner of a recreational water facility that first applies for a permit under s. ATCP 76.05 after January 1, 2018 shall be staffed with a certified pool operator within 90 days after receiving a permit to operate the recreational water facility.
 - (2) The owner of a recreational water facility shall replace a certified pool operator within 90 days after a certified pool operator's departure.
 - (3) Documentation of certification. Current certifications of certified pool operators staff shall be maintained at the recreation water facility and shall be posted conspicuously for public view.
- (l) **TEMPORARY ORDERS.** Upon observation, the program agent has reasonable cause to believe that an immediate danger to health exists on a premises covered by this ordinance, the Health Officer or designee, may issue a temporary order in accordance with Wis. Stats. Section 66.0417(2), or any future amendment revision thereof.
- (m) **DENIAL, SUSPENSION OR REVOCATION OF LICENSE.** The Community Public Health Officer, or designee, of municipal jurisdiction may suspend, revoke, or withhold, any permit issued or deny any permit application under this chapter for non-compliance with

this code and regulations, rules and laws adopted by reference under sub. (1). The following procedure shall be followed in the denial, suspension or revocation of any license issued under this chapter.

- (1) A decision by the Community Public Health Officer or designee, to deny, suspend, revoke, or withhold a license shall be in writing and shall state, with specificity, the reasons for the Community Public Health Officer decision and shall state any applicable statutes, ordinances, rules, regulation or orders which may have been violated. A copy of the written decision shall be sent to the licensee by mail or by personal service. When a license is revoked, the owner/operator shall turn over the license to the Community Public Health Officer or designee and cease operations immediately. Said notice shall inform the licensee or applicant of the right to have this decision reviewed and the procedure for such review.
 - (2) Any licensee or applicant aggrieved by a decision of the Community Public Health Officer or designee, to deny, suspend or revoke a license may have the decision reviewed and reconsidered by a written request mailed or delivered to the Community Public Health Officer within 30 working days of receipt of the notice of the decision. The written request for review and reconsideration shall clearly state the grounds upon which the person aggrieved contends that the decision should be reversed or modified.
 - (3) Within 15 working days of receipt of the request and reconsideration, the Community Public Health Officer shall review its initial determination and may affirm, reverse or modify the initial determination. The Community Public Health Officer shall mail or deliver to the licensee or applicant a copy of the decision on review, and shall state the reasons for such decision. The decision shall advise the licensee or applicant of the right to an administrative appeal.
 - (4) A licensee or applicant may file an administrative appeal of a decision of the Community Public Health Officer by filing a notice of appeal within 30 days of notice of the Community Public Health Officer's decision on review. Failure to file a notice of appeal shall cause the Community Public Health Officer's decision to be final. The administrative appeal shall be filed or mailed to the Community Public Health Officer, who shall immediately file said notice of appeal with the Board of Health.
 - (5) A licensee or applicant shall be provided a hearing on appeal within 30 days of receipt of the request for an administrative appeal. The Community Public Health Officer shall serve the licensee or applicant with notice of hearing by mail or personal service at least 10 days before the hearing.
 - (6) The hearing shall be conducted before the Board of Health in accordance with the procedures outlined in Sections 68.11(2) and (3), Wis. Stats.
 - (7) Within 20 days of the hearing, the Board of Health shall mail or deliver to the appellant its written determination stating the reasons therefore.
 - (8) A decision by the Community Public Health Officer upon a request for review and reconsideration, which is not appealed to the Board of Health by the appellant shall be a final determination under Section 68.12(2), Wis. Stats.
 - (9) Any party to a proceeding resulting in a final determination may seek review thereof by certiorari within 30 days of receipt of the final determination per Section 68.13, Wis. Stats.
- (n) **REGULATIONS, RULES AND LAWS ADOPTED BY REFERENCE.** The applicable laws, rules and regulations as set forth in Wisconsin State Statutes Section 66.0417, and Chapters 68, 97, 125, 251, 252, 254, and 463; and Wisconsin State Administrative Code Chapters ATCP 70-79, and SPS 221, 362, and 390 are incorporated in this regulation by reference and they shall be construed, read and interpreted as fully set forth herein until

amended and then shall apply as amended. The expressed provisions of this ordinance shall control where more restrictive.

(o) **VIOLATION-PENALTIES.**

(1) Any person who violates or refuses to comply with any provisions of this ordinance shall be subject to citation and forfeiture pursuant to Chapter 1 of the Oak Creek Code of Ordinances. The Community Public Health Officer or designee may issue citations. Citations may be served in person or by certified mail. In addition, the Community Public Health Officer may revoke or amend an applicable permit. Each day a violation exists or continues shall be considered a separate offense.

(2) In addition to any other remedies, the program agent may pursue enforcement of this section through an action in Milwaukee County Circuit Court.

(p) **COMPLIANCE WITH ORDINANCES AND PAYMENT OF TAXES, ASSESSMENTS AND CLAIMS.**

No license shall be issued under this Chapter for any premises, or to any person, for which or whom taxes, assessments, or other claims of the City are delinquent and unpaid. It shall be a condition of holding a license under this Chapter that the licensee comply with all ordinances of the City.

SECTION 5: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 6: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this ____ day of June, 2017.

Passed and adopted this ____ day of _____, 2017.

Approved this this ____ day of _____, 2017.

President, Common Council

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

HEALTH AND SANITATION

SEC. 8.01 DUTIES AND POWERS OF THE COMMUNITY PUBLIC HEALTH OFFICER.

(a) **General Duties.** The Community Public Health Officer under the authority of supervision of the Regional Director of the Wisconsin Department of Health and Family Services, Division of Public Health, or its successor department, division or agency, shall:

- (1) Maintain continuous sanitary supervision over his/her territory/the jurisdiction.
- (2) Promote the spread of information as to the causes, nature, and prevention of prevalent diseases and the preservation and improvement of health.
- (3) Enforce the health laws, rules and regulations of the Wisconsin Department of Health and Family Services, or its successor department, division or agency, the State and the City including the laws relating to contagious diseases contained in Ch. 252, Wis. Stats.
- (4) Take steps necessary to secure prompt and full-complete reports by physicians of communicable diseases.
- (5) Maintain/Keep and deliver to his or her successor a record of all of his or her official acts.
- (6) Make-Develop an annual report to the Wisconsin Department of Health and Family Services, or its successor department, division or agency, and to the Common Council and such other report as they may request.

(b) **Materials and Supplies.** The Community Public Health Officer may procure, at the expense of the City, all record books, quarantine cards, and other material needed by the Board of Health, except such as are furnished by the Wisconsin Department of Health and Family Services.

(c) **Communicable Diseases and Quarantine and Isolation Regulations.**

(1) **General Provisions.**

- (a) Chapter 252 Wis. Stats and DHFSHFS Wis. Admin. Code and all future amendments thereto are hereby incorporated by reference. The Community Public Health Officer shall perform all duties prescribed to him or her by the State of Wisconsin Department of Health Services regarding contagious diseases, including, but not limited to Ch. 252, Wis. Stats. and Ch. DHFSHFS 145, Wis. Admin. Code. All references to "local health officer" in the statutes and regulations shall mean the Community Public Health Officer.
- (b) The Community Public Health Officer or designee may order the isolation or quarantine of individuals as a protective action to limit the spread of infectious agents or contaminants to others.

- (c) The Community Public Health Officer may, with support from local law enforcement, immediately detain infected or exposed individuals and place them in isolation or quarantine.
- (d) In all cases where isolation or quarantine is ordered, the Community Public Health Officer will address the basic needs of individuals placed in isolation or quarantine including but not limited to food, clothing, shelter, medical care, and communication with family members, legal counsel, and others, if needed.

(2) **Reporting of communicable diseases.**

(a) Any person licensed under Ch. 441 or 448,

Wis. Stats., who has a reasonable suspicion that a person treated or visited by the licensee has a reportable communicable disease, or having had such a disease, has died, shall report the same to the Community Public Health Officer.

(b) Any person, other than those licensed under Ch. 441 or 448, Wis. Stats., having reason to believe that anyone has a reportable communicable disease shall report such belief to the Community Public Health Officer.

(c) Any laboratory shall report to the Community Public Health Officer those specimen results the Community Public Health Officer has designated to aid in the surveillance, diagnosis, control and prevention of communicable diseases, including cases of suspected food poisonings and outbreaks of disease occurring in the City of Oak Creek.

(d) Unless otherwise specified, all reports required by this section shall be submitted within twenty-four (24) hours of the event at to the Health Department in a form prescribed by the Community Public Health Officer.

(3) **Voluntary confinement.**

Prior to instituting mandatory isolation or quarantine pursuant to this section, the Community Public Health Officer may request that an individual or group of individuals voluntarily confine themselves to a private home or other facility.

(4) **Isolation, Quarantine, and Placarding Orders.**

When it is necessary to protect the public's health against communicable disease or conditions hazardous to the public health, the Community Public Health Officer may placard or post notices or warnings on buildings, conveyances, property, or other appropriate places to inform or educate the public, or to implement isolation and quarantine orders or to restrict entrance or occupancy. Such placards, notices or warnings shall remain upon such building, conveyance, property, or other appropriate places to inform or educate the public, or to carry out isolation and quarantine orders or to restrict entrance or occupancy.

Such placards, notices or warnings shall remain upon such building, conveyance, property, or other appropriate places as long as determined necessary by the Community Public Health Officer and shall not be effaced or made illegible.

(5) Quarantine Guards and Officers.

The Community Public Health Officer shall employ as many persons as are necessary to execute quarantine orders. Persons shall be sworn as quarantine guards, shall have police powers, and may use all necessary means to enforce this section.

(6) Communicable Diseases Information to the Public and to Schools.

The Community Public Health Officer may advise the public and any individual persons regarding the provisions of this Section in order to assist the Community Public Health Officer ~~(s)~~ in the performance of duties pertaining to the protection against contagious diseases, including, but not limited to the provisions of §252.19, Wis. Stats. No person who is knowingly infected with a communicable disease may willfully violate the orders of the Community Public Health Officer or subject others to the danger of contracting the disease. No person may knowingly and willfully take, aid in taking, advise or cause to be taken, a person who is infected or is suspected of being infected with a communicable disease into any public place or conveyance where the infected person would expose any other person to the danger of contracting the disease. The Community Public Health Officer may further specifically advise schools, teachers, school nurses and principals of the provisions of §252.21, Wis. Stats., that a local health officer shall be notified of the existence or suspicion of the presence of a communicable disease in a school. Any teacher, school nurse or principal may send home pupils from school who are suspected of having a communicable disease or any other disease that the State Department of Health Services specifies by rule.

(7) Confined or Hospitalized Person.

- (a) When a person confined in a jail, mental health institute, hospital or other public place of detention has a communicable disease which the Community Public Health Officer deems dangerous to the health of other residents or the public, the Community Public Health Officer shall, in writing, order the removal or isolation of the person to a hospital or place of safety to be provided for and safely kept.
- (b) Upon recovery, the person shall be returned; and if the person was committed by a court or under process, the removal order or a copy shall be returned by the Community Public

Health Officer to the committing court officer.

(8) Discharge.

The Community Public Health Officer shall authorize the release of exposed contacts or an infected person from isolation or quarantine when the Community Public Health Officer or designee is satisfied that the communicable period, if known, has lapsed or the risk of contamination-transmission has subsided. If deemed necessary by the Community Public Health Officer, the exposed contact or infected person shall pursue a prescribed course of medical treatment or therapy to ensure recovery from the disease prior to discharge.

(9) Veterinarian to Report Animals and Birds with Diseases of Zoonotic Importance.

Any person licensed as a veterinarian under Ch. 443-89, Wis. Stats., having knowledge or reason to believe or suspect that an animal or bird has disease of zoonotic importance or having such a disease has died, shall within 24 hours report the same to the Community Public Health Officer. ~~Such report shall be made to the Community Public Health Officer within 24 hours,~~ either by telephone or by deposit, at the Health Department in a form required by the Community Public Health Officer. The report shall include the disease and the place where the animal or bird is kept or located, and the name, address and telephone number of the owner or keeper, and other information as required.

(10) Employment of Persons Who Handle Food Products.

- (a) No person in charge of any public eating place, or other establishment where food products to be consumed by others are handled, may knowingly employ any person to handle food products who has a disease in a form that is communicable by food handling.
- (b) No person knowingly infected or who is reasonably suspected of being infected with a disease in a form that is communicable by food handling may be employed or work as a food handler in a public eating place or other establishment where food products to be consumed by others are handled or produced.
- (c) If required by the Community Public Health officer for the purposes of an investigation, any person who is employed in the handling of foods who is suspected of having a disease in a form that is communicable by food handling shall submit to an examination ordered by the Community Public Health Officer and may not work in such capacity until proved not to have such disease. The expense of the examination shall be paid by the person examined.

(11) Employment of Persons in Hospitals, Nursing

Homes, Day Care Centers, and Health Care Facilities.

- (a) No person who is in charge of a hospital, nursing home, daycare center, or other facility requiring close personal contact may knowingly employ volunteers or employees with gastrointestinal or other communicable diseases in the infectious stage as specified by the Community Public Health Officer in occupations requiring close personal contact with others.
- (b) No person in a facility mentioned in sub. (a) who has or is reasonably suspected of having a gastrointestinal or other communicable disease in the communicable form as specified by the Community Public Health Officer may be employed in a paid or volunteer basis in occupations requiring close personal contact until ascertained non-communicable by appropriate laboratory tests as specified by the Community Public Health Officer.
- (c) If required by the Community Public Health Officer for the purposes of an investigation, any person who is employed in an occupation requiring close personal contact with others who is suspected of having a disease in a form that is communicable by close personal contact shall submit to an examination ordered by the Community Public Health Officer and may not work in such capacity until proved not to have such disease. The expense of the examination shall be paid by the person examined.

(12) Contagious diseases – Burial of infected deceased persons.

No one having charge or control of any schoolhouse or church, or of any room or building used for school or church purposes, or for any public assembly in this City, shall permit the body of any person whose death was caused by smallpox, diphtheria, scarlet fever, Asiatic cholera, or other dangerous contagious diseases to be taken into such building or room for the purpose of holding funeral services over such body; and no sexton, undertaker or other person having charge or direction of the burial of any body whose death was caused by any of these diseases herein mentioned shall permit the casket or coffin containing such a body to be opened in the presence of any child; neither shall any child be permitted to act as pall bearer or carrier at any such funeral; and the Community Public Health Officer shall have power to prevent the attendance at the funeral or burial of any person whose death was caused by dangerous contagious diseases of all persons other than those necessary for the interment of such body; and any person who violates any of the provisions of this section shall be

subject to the general penalty provisions of the code.

(13) Violations.

Any person who willfully violates any provision of this section shall, in addition to being subject to any other legal and equitable actions available to the City, be subject to the penalty provisions set forth under §1.07 of this code.

(14) Liability for Costs and Expenses.

Expenses for diagnostic and necessary medical care, the expense of conducting examinations and investigative measures and tests for disease carriers made under the directions or approval of the Community Public Health Officer, food and other articles needed for the care of the infected person or contact shall be charged to the infected person or contact or whoever is liable for the person's support and, if that person or the individual responsible for the person's support owns property in the City, the cost of said services may be imposed as a special charge against said property. The infected person or ~~exposed~~ contact shall be liable for the costs and expenses of maintaining quarantine and enforcing isolation of the quarantined area, except in the case of tuberculosis in which case the City will bear the costs. Expenses for diagnostic and investigative measures performed in the course of an epidemiological investigation shall be charged against the business, establishment, entity, or owner where the disease commenced or continued or was believed to have commenced or continued.

Ordinance 2535 A 12/16/08, Sec. 8.01(c)

SEC. 8.02 RULES AND REGULATIONS.

The Community Public Health Officer and/or Board of Health may make reasonable and general rules for the enforcement of the provisions of this Chapter and for the prevention of the creation of human health hazards and the protection of the public health and welfare and may, where appropriate, require the issuance of licenses and permits. All such regulations shall have the same effect as ordinances, and any person violating any of such regulations and any lawful order of the Council shall be subject to the general penalty provided for in this Code of Ordinances.

SEC. 8.03 HUMAN HEALTH HAZARDS

- (a) **Authority.** This ordinance is adopted pursuant to the authority granted by Chapters 251 and 254 of the Wisconsin Statutes.
- (b) **Purpose and Intent.** The purpose and intent of this section is to protect the public health, safety and general welfare and to maintain and protect the environment for the people ~~and community~~ of Oak Creek ~~and tote~~:
 - (1) Prevent communicable diseases.

- (2) ~~Prevent the continuance of~~Prevent the con-
~~tinuation of~~ human health hazards.
- (3) Assure ~~the State compliance with~~ air quality
standards ~~are complied with~~.
- (4) ~~Abate environments and conditions that con-~~
~~tribute to~~Assure that insects and ~~rodents ver-~~
~~min de infestations that may~~not create human
health hazards and/or health hazards.
- (5) Assure that surface and groundwater quality
meet State standards and regulations.
- (6) Assure that solid waste is handled, stored and
disposed of according to State standards and
regulations.
- (7) Assure that citizens are protected from haz-
ards, unhealthy, or unsafe substances.
- (8) Provide for the administration and enforce-
ment of this ordinance and to provide penal-
ties for its violation.
- (c) Definitions. The following definitions apply
throughout this section:
- (1) "City" means City of Oak Creek, Wiscon-
sin.
- (2) "Groundwater" means any of the waters of
the State, as defined under State law, occur-
ring in a saturated sub-surface geological for-
mation of rock or soil.
- (3) "Human Health Hazard" means a substance,
activity or condition that is known to have po-
tential to cause acute or chronic illness or
death if exposure to the substance, activity or
condition or to endanger life, to generate or
spread infectious disease or otherwise injuri-
ously affect the health of the public.
- (4) "Community Public Health Officer" means
the duly designated Health Officer and his or
her public health professionals responsible for
environmental sanitation.
- (5) "Immediate Health Hazard" means a condi-
tion which exists or has the potential to exist
which should, in the opinion of the Commu-
nity Public Health Officer, be abated or cor-
rected immediately, or at least within a 24-
hour period, to prevent possible severe dam-
age to human health and/or the environment.
- (6) "Person" means any individual, corporation,
association, business enterprise or other legal
entity either public or private.
- (7) "Pollution" means man-made or man-in-
duced alteration of the chemical, physical, bi-
ological or radiological integrity or air, land
or water.
- (8) "Solid Waste" means garbage, refuse, sludge
from a waste treatment plant, water supply
treatment plant or air pollution control facil-
ity, and all other discarded or salvageable
solid, liquid, semisolid or contained gaseous
waste materials, including solid waste materi-
als resulting from industrial, commercial, ag-
ricultural operations and from domestic use
and public service activities, but does not in-
clude solid or dissolved materials, in irriga-
tions return flows or individual usages which
are point sources subject to permits under
Chapter 283 of the Wisconsin Statutes in
waste water effluent or other common water
pollutants.
- (9) "State" means State of Wisconsin.
- (10) "Structure or Building" means a building or
structure having walls and a roof erected or
set upon an individual foundation or slab con-
structed base designed or used for the hous-
ing, shelter, enclosure, or support of persons,
animals or property of any kind. This defini-
tion includes mobile homes.
- (11) "Toxic and Hazardous Materials" means any
chemical and/or biological material that is or
has the potential to create a human health haz-
ard.
- (12) "Vermin" means wild or feral mammals or
birds that are believed to carry disease harm-
ful to humans, domesticated animals, or live-
stock.
- (d) Administration.
- (1) General Provisions. This section shall be in-
terpreted, administered, and enforced by the
Community Public Health Officer in conjunc-
tion with and cooperation with the State.
- (2) Powers. The Community Public Health Of-
ficer shall have all the powers necessary to en-
force the provisions of this code without limi-
tation by reason of enumeration including the
following:
- a. To enter any structure or premise at a
reasonable time for the purpose of per-
forming duties under this section and
to secure a court order to accomplish
this purpose if necessary.
- b. To order abatement and/or correction
of any human health hazard in compli-
ance with this section or State Stat-
utes.
- c. To delegate the responsibilities of ad-
ministration and enforcement of this
section to a registered environmental
health ~~specialists~~sanitarian or another
person qualified in the field of public
health.
- d. To initiate any other action authorized
under the law or this section to insure
compliance with the purpose and in-
tent of this section.
- e. To perform any actions authorized un-
der State Law, including but not limited
to actions authorized by Chapters 146
and 250-255 Wisconsin Statutes, as
amended, which are hereby adopted by
reference or actions authorized by this
section to insure compliance with the
purpose and intent of this section and
the requirements of this section.
- (e) Human Health Hazards.

- (1) Human Health Hazard prohibited. No person shall erect, construe, cause, continue, maintain or permit any human health hazard within the City. Any person who shall cause, create or maintain a human health hazard or who shall, in any way, aid or contribute to the causing, creating, or maintenance thereof shall be guilty of a violation of this section, and shall be liable for all costs and expenses attendant upon the removal and correction of such hazard and to the penalty provided for herein.
- (2) Responsibility of Property Owner. It shall be the responsibility of the property owner to maintain such owner's property in a hazard-free manner and also to be responsible for the abatement and/or correction of any human health hazard that has been determined to exist on said property.
- (3) Human Health Hazards/~~Enumerated~~. Public nuisances affecting health include:
 - a. Unburied Carcasses. Carcasses of animals, birds, or fowl not intended for human consumption or food which are not buried or otherwise disposed of in a sanitary manner within the time period specified by the Community Public Health Officer or as required by chapter 95.50 of the Wisconsin Statutes.
 - b. Manure. Accumulations of the bodily waste from all domestic animals and fowl that are handled, stored, or disposed of in a manner that creates a human health hazard.
 - c. Air Pollution. The presence in the atmosphere of one or more air contaminants in such quantities and of such duration which is injurious to public health, harmful for commercial or recreational use or deleterious to fish, bird, animal or plant life.
 - d. Noxious Odors. Any use of property, substances or things emitting or causing any foul, offensive, noxious or disagreeable odors, or stenches repulsive to the physical senses of ordinary persons which annoy, discomfort, injure or inconvenience of persons within the City.
 - e. Solid Waste. Any solid waste which is stored or disposed of in a manner which may pose a human health hazard as defined in Section 1(c)(3).
 - f. Food, Breeding, or Harborage Places for Vermin and Insects. Accumulations of decayed animal or vegetable matter, trash, rubbish, garbage, rotting lumber, bedding, packing material, scrap metal, animal and human fecal matter, or any substance in which flies, mosquitoes, disease carrying insects, rats, pigeons, raccoons or other vermin can breed, live, nest or seek shelter.
 - g. Toxic and Hazardous Material. Any chemical and/or biological material that is stored, used, or disposed of in such quality or has accumulated in such a manner that it is a human health hazard or has, the potential to create a human health hazard as defined in Section 1(d)(3).
 - h. Wastewater. The presence of wastewater or sewage effluent from buildings on the ground surface, backing up into the building and/or running into a surface water body caused by a damaged malfunctioning, improperly constructed, or inadequately maintained private sewage system, or private sewage lateral and, any wastewater or sewage effluent that is not handled and disposed of in compliance with all applicable City and State codes.
 - i. Surface Water Pollution. The pollution of any stream, lake or other body of surface water within the City that creates noncompliance with Chapter NR 102 and NR 103 of the Wisconsin Administrative Code or any future amendments or revisions thereto.
 - j. Groundwater Pollution. Addition of any chemical and/or biological substance that would cause groundwater to be unpalatable or unfit for human consumption including but not limited to chemical and/or biological substances listed in Chapter NR 140 of the Wisconsin Administrative Code or any future amendments or revisions thereto.
 - k. Holes or Openings. Any hole or opening caused by an improperly abandoned cistern, septic tank, dug well, or any other improperly abandoned barricaded or covered up excavation.
 - l. Nonfunctional Public Building Fixtures. Nonfunctioning water supply systems, toilets, urinals, lavatories or other fixtures necessary to insure a sanitary condition in a public building.
 - m. Unhealthy or Unsanitary Condition. Any condition or situation which renders a structure or any part thereof unsanitary, unhealthy and unfit for human habitation, occupancy, or use, or renders any property unsanitary or unhealthy.
 - n. Animals at Large. All animals running at large.
 - o. Illegal dumping. The dumping or deposit of any rubbish, stones, wire, earth,

ashes, cinders, sawdust, hay, glass, manure, filth, paper, liquid snow, ice, grass, leaves, twigs, shrubs, construction waste, garbage or other offensive or noxious material in any public street or alley, upon any public property or upon any private property, vacant or occupied.

p. Other conditions. Any other condition deemed by the Community Public Health Officer to be a human health hazard.

(4) Investigation of Human Health Hazards. The ~~e~~Community Public Health Officer or his/her designee shall investigate all potential human health hazards and shall determine whether or not a human health hazard exists. If a violation of this section regarding communicable disease is not reported appropriately to the Community Public Health Officer, the Community Public Health Officer shall refer the matter to the City Attorney to take proper action.

(5) Abatement and Correction. Abatement and correction of a human health hazard shall be according to provisions of this section.

(f) Designation of Housing as Human Health Hazard.

(1) The Community Public Health Officer may declare any dwelling or dwelling unit found to have any of the following defects a human health hazard. It shall be condemned as unfit for human habitation and a placard shall be placed in the dwelling or dwelling unit by the Community Public Health Officer to that effect.

a. A dwelling which is so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin infested that it creates a serious health hazard to the health or safety of the occupants or of the public.

b. A dwelling which lacks a potable water supply, a properly functioning public or private sanitary sewer system, or a functioning heating system adequate to protect the health or safety of the occupants or of the public.

c. A dwelling, because of its general condition or location, is unsanitary or otherwise dangerous to the health or safety of the occupants or of the public.

d. A dwelling, because of its condition, has been implicated as the source of a confirmed case of lead poisoning or asbestosis.

(2) No person shall continue to occupy, rent or lease a dwelling for human habitation which is declared unfit for human habitation by the Community Public Health Officer.

(3) Any dwelling or dwelling unit condemned as unfit for human habitation, and so designated and placarded by the Community Public Health Officer, shall be vacated within a reasonable time, as specified by the Community Public Health Officer.

(4) No dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from the Community Public Health Officer, and such placard is removed by, the Community Public Health Officer. The Community Public Health officer shall remove such placard whenever the defect or defects upon which the condemnation and placarding were based have been eliminated.

(5) No person shall deface or remove the placard from any dwelling or dwelling unit which has been condemned as unfit for human habitation.

(6) Any person affected by any notice or order relating to the condemning or placarding of a dwelling or dwelling unit for human habitation may request and shall be granted a hearing in the matter before the Oak Creek Board of Health.

(7) Whenever the Community Public Health Officer determines that a violation exists or has reasonable grounds to believe that there has been a violation of any provision of this section, he/she shall give notice to the persons or person responsible and then proceed pursuant to the Wisconsin Statutes Section 254.59 or any future amendments or revisions thereto.

(g) Responsibilities of Owner and/or Occupants. ~~It shall be the responsibility of the property owner(s) to maintain their property in a hazard free manner and also to be responsible for the abatement or correction of any human health hazard/public nuisance that has been determined to exist on their property shall be the responsibility of the property owner(s) and/or the occupant(s) both jointly and severally, to maintain their property in a manner which complies with this regulation and all applicable state and federal laws. The owner(s) and/or occupants are jointly and severally responsible for the abatement and/or correction of any human health hazard that has been determined to exist on the property under this section by the Community Public Health Officer.~~

(h) Enforcement

(1) Written order. The Community Public Health Officer shall issue a written order to any person who personally maintains a human health hazard, served personally or by registered mail with return receipt requested. This order shall specify the following:

a. The nature of the violation and the steps needed to abate and/or correct

- it.
 - b. The time period in which the violation must be corrected and/or abated.
 - c. The penalty or penalties the person would be subject to if the violation is not abated and/or corrected.
- (2) Exceptions to Written Order. In extreme cases where a violation poses an immediate health hazard as determined by the Community Public Health Officer or in the case of repeating occurrences of the same violation by the same person, the action(s) specified in subsection (3) below can be initiated immediately.
- (3) Noncompliance with Order. If a person does not comply with a written order from the Community Public Health Officer the person may be subject to one or more of the following:
- a. Issuance of a citation.
 - b. Commencement of legal action seeking an injunction to abate the violation or nuisance or correct the damage created by the violation.
 - c. Any other action authorized by this section or by other applicable laws as deemed necessary by the Community Public Health Officer.
 - d. The remedies contained herein are cumulative and enforcement of this section by one method shall not preclude other means of enforcement.
 - e. Technical deficiencies in the Order until (1) shall not be a defense to any legal action prosecuted under this section nor shall any omission in such Notice and Order shall be sufficient if it substantially complies with the intent of this section.
- (4) Abatement and Penalties
- a. Abatement or Removal of Health Hazards. If the human health hazard is not abated or removed by the date specified in the order, the Community Public Health Officer or designee may proceed pursuant to Wisconsin Statute Section 254.59 or any future amendments or revisions thereto.
 - b. Penalties. Anyone maintaining a human health hazard may also be fined not more than ~~\$300~~ **\$313** in addition to court costs. A separate offense shall be deemed committed during each day during or upon which a violation occurs or continues.

Ordinance # 2534, A 12/16/08 Sec. 8.03

(1)

State Law Reference: Sec. 254.59, Wis. Stats.

SEC. 8.04 DEPOSIT OF DELETERIOUS SUBSTANCES PROHIBITED.

No person shall deposit or cause to be deposited in any public street or on any public ground or on any private property not his own any refuse, garbage, litter, waste material or liquid or any other objectionable material or liquid. When any such material is placed on the person's own private property, it shall be properly enclosed and covered so as to prevent the same from becoming a public nuisance.

SEC. 8.05 DESTRUCTION OF NOXIOUS WEEDS.

- (a) The City Clerk shall annually on or before May 15th publish as required by state law a notice that every person is required by law to destroy all noxious weeds on lands in the City of Oak Creek which he owns, occupies or controls. A joint notice with other towns or municipalities may be utilized.
- (b) If the owner or occupant shall neglect to destroy any weeds as required by such notice, then the Weed Commissioner of the City shall give five (5) days' written notice by mail to the owner or occupant of any lands upon which the weeds shall be growing to the effect that the said Weed Commissioner after the expiration of the five (5) day period will proceed to destroy or cause to be destroyed all such weeds growing upon said lands and that the cost thereof will be assessed as a tax upon the lands upon which such weeds are located under the provisions of Sec. 66.96 of the Wisconsin Statutes. In case the owner or occupant shall further neglect to comply within such five (5) day notice, then the Weed Commissioner shall destroy such weeds or cause them to be destroyed in the manner deemed to be the most economical method and the expense thereof, including the cost of billing and other necessary administrative expenses, shall be charged against such lots and be collected as a special tax thereon.
- (c) As provided for in Sec. 66.96(2), Wis. Stats., the City shall require that all noxious weeds shall be destroyed prior to the time in which such plants would mature to the bloom or flower state. The growth of noxious weeds in violation of this Section shall be prohibited within the City corporate limits. Noxious weeds shall include any weed, grass or similar plant growth which, if allowed to pollinate, would cause or produce hayfever in human beings or would cause a skin rash through contact with the skin. Noxious weeds, as defined in this Section and in Section 8.07, shall include but not be limited to the following:

SEC. 8.10 RESTAURANTS, RETAIL FOOD, LODGING, CAMPGROUNDS, RECREATIONAL WATER, AND TATTOO/BODY PIERCING ESTABLISHMENTS, AND ~~RETAIL FOOD ESTABLISHMENTS.~~

(a) **AUTHORITY.** This ordinance is adopted pursuant to that authority provided by Wisconsin State Statute Chapter 68, Sections and appendices 66.0417, 68, 97.12, 97.41, 97.615, 125.68(5), 251.04(3), 252.02, 252.03, 254.47, 254.64, and 254.69(2), and 463.16; and by Wisconsin State Administrative Code ATCP 74 and 75, HFS 172ATCP 71-79, 173, 175, 178, 192, 195, 196, 197 and 198, SPS 221, 362, and 390 and COMM 90 and 95, until amended and then shall apply as amended.

(b) **PURPOSE.**

(1) The purpose of this ordinance is to protect and improve the public health and to authorize the City of Oak Creek ~~Health Department to become the as the local~~ designated agent of:

~~a. The State Department of Agriculture, Trade, and Consumer Protection Health and Family Services for the purpose of establishing and collecting permit fees; issuing permits; and conducting investigations or inspections of hotels, motels, tourist rooming houses, body piercing and tattooing establishments, restaurants, retail food establishments, bed and breakfast establishments, campgrounds and camping resorts, recreational and educational camps, public swimming pools, water attractions, and in conducting investigations and inspections of food vending machines, their operators and vending machine commissaries; and for the purpose of enacting local regulations governing these establishments.~~

~~a. The State Department of Agriculture, Trade, and Consumer Protection, for the purpose of establishing permit fees; issuing permits, conducting routine sampling, and conducting investigations or inspections of retail food establishments; and for the purpose of enacting local regulations governing these establishments.~~

~~b. The Department of Safety and Professional Services, for the purpose of establishing and collecting fees; issuing permits; and making investigations or inspections of tattooists and tattoo establishments and body piercers and body piercing establishments.~~

(2) In addition, the ~~Health Department program agent or designee~~ may also secure samples or specimens of food and any product or substance that may affect food, examine and copy relevant documents and records and obtain photographic and other evidence needed to enforce this chapter. The ~~Health Department program agent or designee~~ shall examine any samples secured and conduct other inspections and examinations needed to determine whether there is a violation.

(c) **APPLICABILITY.** The provisions of this ordinance shall apply to the owner and operator of any retail food establishment, hotel, motel, tourist rooming house, body piercing and tattooing establishments, restaurant, bed and breakfast establishment, campground and camping resort, recreational and educational camp, ~~or public swimming pool, vending machine commissary or vending machines~~ in the City of Oak Creek. ~~No person, partnership, association, or corporation shall operate a business shall operate a business before acquiring a permit to operate.~~ For purposes of this ordinance the terms "license" and "permit" are synonymous and are used interchangeably.

(d) **DEFINITIONS.** All definitions as set forth in Wisconsin State Statutes Sections 66.0417, and Chapters 68, 97, 125, 251, 252, ~~and 254,~~ and 463; and Wisconsin State Administrative Code Chapters, ~~ATCP 74 and 75, 71-79, HFS 172, 173, 175, 178, 192, 195, 196, 197 and 198, SPS 221, 362, and 390 COMM 90 and 95~~ are incorporated in this ordinance by reference and they shall be construed, read and interpreted as fully set forth herein until amended and then shall apply as amended. In addition, the following terms and phrases have meanings ascribed to them in this section:

(1) **"Annual Permit License Fee"** means a fee issued by the program agent for the permitted use of a recreational business. ~~shall mean a fee for on-site inspection of the entire facility, and one follow-up inspection to determine that establishments identified in the ordinance are compliant with the statutes and administrative codes that govern their operation.~~

(2) **"Duplicate Permit Fee"** shall mean a fee for the replacement of an original issued permit.

(3) **"Certified Pool Operator"** is synonymous with **"Certified Water Attraction Operator"** and shall mean an operator who is certified by successful completion of at least one of the following training courses:

1. The National Swimming Pool Foundation certified pool operator course.
- ~~(2)~~2. The National Recreation and Park Association aquatic facility operator course.
- (4) “City” shall mean the City of Oak Creek.
- ~~(5)~~ “Consultation Fee” shall mean a fee assessed for the consultation services of the City’s Environmental Health Specialist which goes beyond the routine permitting process of plan review, pre inspection, and routine inspection. means a fee assessed for consultation services of City environmental health staff that are not included in the routine permitting process.
- ~~(3)~~
- ~~(4)~~(6) “Health Department” shall mean the City of Oak Creek Health Department.
- ~~(5)~~(7) “Health Officer” shall mean the Community Public Health Officer.
- ~~(6)~~(8) “Fee Schedule” shall mean the schedule of all fees associated with this ordinance, as set forth by resolution of the eCommon eCouncil and available in the Office of the City Clerk, in Section 3.40, and posted in the Health Department.
- (7) “Late Application Fee” shall mean a fee that is charged for failure to comply with the application time frame specified in the applicable statute and administrative code for completion and submission of the required application for permit to the Health Department.
- ~~(8)~~(9) “Limited Food Service” shall mean the serving of only individually wrapped hermetically sealed single food servings by a licensed processor with preparation on the premises limited to heating and serving with single-service articles, i.e. hermetically wrapped sandwiches or frozen pizza.
- ~~(9)~~(10) “Mobile Restaurant” shall mean a restaurant operating from a movable vehicle, pushcart, trailer, or boat which periodically or continuously changes location and wherein meals or lunches are prepared or served or sold to the general public, excepting those vehicles used in delivery of pre-ordered meals or lunches prepared in a licensed restaurant.
- ~~(10)~~(11) “Operator” shall mean the owner, operator, or person responsible for the operations of the hotel, motel, bed and breakfast establishment, restaurant, retail food establishment or beverage establishment, vending machine commissary and/or vending machine, campground, camping resort, recreational/educational camps, or public swimming pools, tattoo and body piercing establishments.
- ~~(11)~~ “Outdoor Grilling” shall mean the cooking of food on an outdoor grill on the premises of a licensed restaurant or retail food establishment. The purpose for outdoor cooking shall not increase the production capability of the restaurant kitchen by circumventing codes applicable to indoor cooking facilities. Hot holding shall be limited to what can be held on the cooking unit.
- (12) “Late Fee” shall mean an additional fee charged for any fee that is unpaid after the date it is due, as noted on the original invoice, written order, or other statement of fee(s). “Late Fee” shall mean a fee for failure to pay established or assessed fees in a timely manner. This refers to any fee not postmarked by June 30th.
- (13) “Plan Review Fee” shall mean a fee assessed for completion of architectural plan review and other planning documents associated with pre-construction preparation for permitting an establishment. A plan review fee may be assessed according to the type of construction under review:
- a. “New Construction” describes plan review required for an establishment that will operate for the first time as a permitted facility by the agent. New construction may describe the planning process in the construction of a new building or the use of an existing building for activities permitted in this section.
- b. “Remodel/Addition” describes plan review required for an establishment that is currently permitted or has been previously permitted as the operator applied for by the program agent that will add architectural features to the existing structure.
- ~~(12)~~(14) “Potentially Hazardous Food”
- a. Shall mean a food that is natural or synthetic and that requires time and/or temperature control for safety (TCS) because it is in a form capable of supporting:
1. The rapid and progressive growth of infectious or toxigenic microorganisms;
 2. The growth and toxin production of *Clostridium botulinum*; or
 3. In raw shell eggs, the growth of *Salmonella* ~~*Samonella*~~ *enteritidis*.
- b. “Potentially hazardous food” includes an animal food (a food of animal origin) that is raw or heat-treated; a food of plant origin that is heat-treated or consists of raw seed sprouts; cut melons, cut leafy greens, cut tomatoes,

or mixtures of cut tomatoes that are not modified in a way so that they are unable to support pathogenic microorganism growth or toxin formation, and garlic and oil mixtures that are not acidified or otherwise modified at a food processing plant in a way that results in mixtures that do not support growth as specified under Subparagraph a. of this definition. All other definitions of "potentially hazardous food" are hereby adopted from the most current Wisconsin Food Code.

e. ~~"Potentially hazardous food" does not include:~~

1. ~~An air-cooled hard-boiled egg with shell intact;~~
2. ~~A food with an a/w value of 0.85 or less;~~
3. ~~A food with a pH level of 4.6 or below when measured at 24C (75F);~~
4. ~~A food in an unopened hermetically sealed container that is commercially processed to achieve and maintain commercial sterility under conditions of nonrefrigerated storage and distribution; and~~
5. ~~A food for which laboratory evidence demonstrates that the rapid and progressive growth of infectious or toxigenic microorganisms or growth of *S. enteritidis* in eggs or *C. botulinum* can not occur, such as a food that has an a/w and a pH that are above the levels specified under Subparagraphs e. 2) and 3) of this definition and that may contain a preservative, other barrier to growth of microorganisms, or a combination of barriers that inhibit the growth of microorganisms.~~
6. ~~A food that may contain an infectious or toxigenic microorganism or chemical or physical contaminant at a level sufficient to cause illness, but that does not support the growth of microorganisms as specified under Subparagraph a. of this definition.~~

(15) "Pre-inspection Fee" shall mean a fee for the completion of a pre-licensing or pre-inspection which must be completed prior to the granting of a permit or the operation of the licensee. "Pre-inspection Fee" shall mean the fee associated with the required inspection necessary to determine compliance at the time of a change in operator or new business.

(16) "Program Agent" shall mean the local agent to administer the retail food and recreational programs for the Wisconsin Department of Agriculture, Trade, and Consumer Protection. The words "program

agent" and "agent" are used synonymously.

"Recreational Establishment" or "Recreational Business" means a restaurant, retail food establishment, campground, recreational and educational camp, public swimming pool, water attraction, hotel, motel, tourist rooming house, bed and breakfast establishment, or tattoo and/or body piercing establishment.

(17)

(13) "Re-inspection Fee" shall mean the fee for an inspection to ensure compliance following the observation during a routine inspection of one or more criteria according to the re-inspection policy and procedure of the program agent. "Re-inspection Fee" shall mean a fee structure for the subsequent inspections needed to address compliance issues with the statutes and administrative codes that govern a respective establishment. Re-inspections are conducted due to one or more of the following: Uncorrected critical violations, more than ten total violations, repeat violations from previous inspections, major non-critical violations and when a complaint investigation identifies unsatisfactory conditions. The fee for a re-inspection will be a set fee, determined by the Board of Health and posted in the Health Department in the Fee Schedule. Criteria for re-inspection fee assessment are:

(14) ~~If a violation is not corrected upon re-inspection (the 2nd inspection), a third re-inspection may be scheduled depending on the nature and severity of violation.~~

(15) ~~Failure to satisfactorily correct violation on the third re-inspection will result in assessment of a re-inspection fee as prescribed in Section 3.40(e)(15). A fourth re-inspection will be scheduled.~~

(16) ~~Failure to correct same existing violation on fourth visit will result in the issuance of a municipal citation and a final follow-up visit will be scheduled.~~

(18) ~~Failure to correct on fifth visit may result in suspension of license and scheduling of administrative conference or hearing.~~

(17)

(18)(19) "Restaurant" shall mean any building, room or place where meals are prepared, served or sold to transients or the general public, and all places used in connection with the building, room or place and shall include any public or private school lunchroom for which food service is provided by contract. "Restaurant" does not include those listed in WI ATCP 75.103(5)(a1-h);:

- a. ~~Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels, cold sausage, cured fish or bread and butter;~~
- b. ~~Churches, religious, fraternal, youth or patriotic organization, service clubs and civic organizations which occasionally prepare, serve or sell meals to the general public;~~
- c. ~~Any public or private school lunchroom for which food service is directly provided by the school;~~
- d. ~~Any food service provided solely for needy persons;~~
- e. ~~Bed and breakfast establishments; or A private individual selling food from a movable or temporary stand at a public farm sale.~~

~~The serving of food or beverage through a licensed vending machine.~~

~~Any college campus as defined in s. 36.05 (6m), Stats., institution as defined in s.36.51 (1)(b), Stats., or technical college that serves meals only to the students enrolled in the college campus.~~

~~A concession stand at a locally sponsored sporting event, such as a little league game. In this paragraph, "concession stand" means a food stand that serves meals and is operated exclusively for the benefit of a participating youth sports team or program or the governing youth sports organization, and "locally sponsored sporting event" means a competitive game, taking place inside or outside, specifically for youth, that is organized or sponsored by one or more local business, governmental, or other civic organization, or by parents of the youth, including a school sponsored interscholastic sports competition.~~

(19)(20) **"Retail Food Establishment"** shall mean any of following, but does not include a restaurant or other establishment holding a permit to the extent that the activities of the establishment are covered by that permit:

- a. A permanent or mobile food processing facility where food is processed primarily for direct retail sale to consumers at the facility.
- b. A mobile facility from which food is sold to customers at retail.
- c. A permanent facility from which food is sold to consumers at retail, whether or not that facility sells potentially hazardous food or is engaged in food processing.

(21) **"Temporary Restaurant" or "Temporary Retail Food Establishment"** shall mean a restaurant or retail food establishment that operates at a fixed location in conjunction with a single event or celebration such as a fair, carnival, circus, public exhibition, or anniversary sale for a period of no more than 14 consecutive days or in conjunction with an occasional sales promotion, such as a fair, carnival, circus, public exhibition, anniversary sale, or occasional sales promotion for a period of no more than fourteen consecutive days or less. Mobile Establishments of this type which conduct business in the City that are licensed outside of the City of Oak Creek will be inspected and charged a nominal fee to cover the cost of inspection.

(20)(22) **"Recreational Water Facility"** shall mean a pool or water attraction as defined by ATCP Chapter 76.

(21) **"Vending Machine"** shall mean any self-service device offered for public use which, upon insertion of a coin or token, or by other means, dispenses unit servings of food or beverage either in bulk or in package, without the necessity of replenishing the device between each vending operation. "Vending machine" does not include a device which dispenses only bottled, prepackaged or canned soft drinks, a one cent vending device, a vending machine dispensing only candy, gum, nuts, nut meals, cookies or crackers, or a vending machine dispensing only prepackaged grade A pasteurized milk or milk products.

(22) **"Vending Machine Commissary"** shall mean any building, room or place in the state at which foods, containers, transport equipment or supplies for vending machines are kept, handled, prepared or stored by a vending machine operator, except a place at which the operator is licensed to manufacture, distribute or sell food products under Ch. 97, Stats.

(e) **ENFORCEMENT.** (a) The provisions of this ordinance shall be administered by or under the direction of the program agent City Health OfficerCommunity Public Health Officer, who in person or by duly authorized representatives shall have the right to enter, at reasonable hours, upon premises affected by this regulation to inspect the premises, secure samples or specimens, examine and copy relevant documents and records or obtain photographic or other evidence needed to enforce this ordinance. In the event an owner refuses to allow an inspection, the City's agent may seek a special inspection

(1) No person shall erect, construct, enlarge, or alter a ~~permitted licensed food~~ facility without first submitting for plan review to the department or designee, ~~architectural plans~~ (drawings) which clearly show and describe the amount and character of the work proposed and without first receiving approval of submitted plans. Such plans shall include ~~any and all relevant floor plans, equipment schedule plan~~ and specifications, wall, floor and ceiling finishes, and plans and specifications for food service kitchen ventilation and plumbing. Submitted plans shall give all information necessary to show compliance with applicable statutes, administrative codes and City ordinances.

(2) Approved plans shall not be changed or modified unless approval of such changes or modifications shall have first been obtained from the ~~program agent, Department or designee.~~

(3) Plan ~~r~~Reviews for ~~n~~New ~~c~~Construction will be assessed a ~~p~~Plan ~~r~~Review ~~n~~New ~~c~~Construction ~~f~~Fee.

(4) Plan ~~r~~Reviews for ~~r~~Remodel/~~a~~Addition will be assessed a ~~r~~Remodel/~~a~~Addition fee.

(5) Plan ~~r~~Reviews submitted after the start of construction or alteration of a facility will be assessed double the ~~p~~Plan ~~r~~Review ~~f~~Fee.

(k) SPECIAL REQUIREMENTS FOR PUBLIC POOLS/RECREATIONAL WATER FACILITIES.

(1) All ~~public pools/recreational water facilities~~ licensed under s. ATCP 76.05 shall be staffed with at least one ~~c~~Certified ~~p~~Pool ~~o~~Operator ~~by~~ January 1, 2018. An owner of a recreational water facility that first applies for a permit under s. ATCP 76.05 after January 1, 2018 shall be staffed with a certified pool operator within 90 days after receiving a permit to operate the recreational water facility.

(2) The owner of a recreational water facility shall replace a certified pool operator within ~~90~~45 days after a certified pool operator's departure.

~~—~~ (3) Documentation of certification. Current certifications of certified pool operators staff shall be maintained at the recreation water facility and shall be ~~posted conspicuously for public view, made available to agent for viewing upon request.~~

(j) TEMPORARY ORDERS. ~~Whenever, as a result of an examination,~~ Upon observation, the ~~Health Officer or designee,~~ program agent has reasonable cause to believe that an immediate danger to health exists on a premises covered by this ordinance, the Health Officer or designee, may issue a temporary order in accordance with Wis. Stats.

Section 66.0417(2), or any future amendment revision thereof.

(k) DENIAL, SUSPENSION OR REVOCATION OF LICENSE. The ~~City/Community Public Health Officer, or designee, of county/municipal~~ of jurisdiction may ~~deny/suspend, revoke, or withhold,~~ any ~~permit issued license~~ or deny any permit application ~~or suspend or revoke any license issued~~ under this chapter for non-compliance with this code and regulations, rules and laws adopted by reference under sub. (1). The following procedure shall be followed in the denial, suspension or revocation of any license issued under this chapter.

(1) A decision by the ~~Community Public Health Officer/Community Public Health Officer~~ or designee, to deny, suspend, ~~revoke, or withhold or revoke~~ a license shall be in writing and shall state, with specificity, the reasons for the ~~City Health Officer/Community Public Health Officer's or designee's~~ decision and shall state any applicable statutes, ordinances, rules, regulation or orders which may have been violated. ~~The Health Officer or designee~~ A copy of the written decision shall be sent to the licensee a copy of the written decision by mail or by personal service. When a license is revoked, the owner/operator shall turn over the license to the Community Public Health Officer or designee and cease operations immediately. Said notice shall inform the licensee or applicant of the right to have this decision reviewed and the procedure for such review.

(2) Any licensee or applicant aggrieved by a decision of the ~~Community Public Health Officer or designee,~~ to deny, suspend or revoke a license may have the decision reviewed and reconsidered by a written request mailed or delivered to the ~~Community Public Health Officer~~ Health Officer within 30 working days of receipt of the notice of the ~~City Health Officer's or designee's~~ decision. The written request for review and reconsideration shall clearly state the grounds upon which the person aggrieved contends that the decision should be reversed or modified.

(3) Within 15 working days of receipt of the request and reconsideration, the ~~Community Public Health Officer~~ Health Officer shall review its initial determination ~~and. The City Health Officer~~ may affirm, reverse or modify the initial determination. The ~~City Health Officer/Community Public Health Officer~~ Community Public Health Officer shall mail or deliver to the licensee or applicant a copy of the ~~Officer's~~ decision on review, and shall state the reasons for such decision. The decision shall advise the licensee or applicant of the right to an administrative appeal, ~~the time~~

~~within which appeal shall be taken and the office or person with whom the appeal shall be filed.~~

- (4) A licensee or applicant may file an administrative appeal of a decision of the ~~City-Community Public Health Officer~~ by filing a notice of appeal within 30 days of notice of the ~~City Health Officer~~Community Public Health Officer's decision on review. Failure to file a notice of appeal shall cause the ~~Community Public Health Officer~~'s decision to be final. The ~~Administrative appeal~~ shall be filed or mailed to the ~~City Health Officer-Community Public Health Officer~~. ~~The City Health Officer, who~~ shall immediately file said notice of appeal with the ~~Board of Health~~Health Department.
- (5) A licensee or applicant shall be provided a hearing on appeal within 30 days of receipt of the request for an ~~Administrative appeal~~. The ~~City Health Officer~~Community Public Health Officer shall serve the licensee or applicant with notice of hearing by mail or personal service at least 10 days before the hearing.
- (6) The hearing shall be conducted before the Board of Health ~~and shall be conducted~~ in accordance with the procedures outlined in Sections 68.11(2) and (3), Wis. Stats.
- (7) Within 20 days of the hearing, the Board of Health shall mail or deliver to the appellant its written determination stating the reasons therefore.
- (8) A decision by the ~~City Health Officer~~Community Public Health Officer upon a request for review and reconsideration, which is not appealed to the Board of Health ~~by the appellant, or a decision by the Health Department on an appeal of a decision by the Health Officer of a request for review and reconsideration~~ shall be a final determination under ~~Wis. Stats.~~ Section 68.12(2), Wis. Stats.
- (9) Any party to a proceeding resulting in a final determination may seek review thereof by certiorari within 30 days of receipt of the final determination per ~~Wis. Stats.~~ Section 68.13, Wis. Stats.

(fn) REGULATIONS, RULES AND LAWS ADOPTED BY REFERENCE. The applicable laws, rules and regulations as set forth in Wisconsin State Statutes Section 66.0417, and Chapters 68, 97, 125, 251, 252, ~~and 254, and 463~~; and Wisconsin State Administrative Code Chapters ~~ATCP 70-79-74 and 75, and HFS 172, 173, 175, 178, 192, 195, 196, 197 and 198, and COMM-SPS 221, 362, and 390-90 and 95~~ are incorporated in this regulation by reference and they shall be construed, read and interpreted as fully set forth herein until amended and then shall apply as amended. The expressed provisions of this ordinance shall control where more restrictive.

(mo) VIOLATION-PENALTIES.

- (1) Any person who violates or refuses to comply with any provisions of this ordinance shall be subject to citation ~~under~~ forfeiture pursuant to Chapter 1 of the Oak Creek Code of Ordinances. The ~~City Health Officer~~Community Public Health Officer or ~~the City Health Officer's~~ designee may issue citations. Citations may be served in person or by certified mail. In addition, the ~~Community Public Health Officer~~ may revoke or amend an applicable permit. Each day a violation exists or continues, shall be considered a separate offense.
- (2) In addition to any other remedies, the ~~Health Department program agent~~ may pursue enforcement of this section through an action in Milwaukee County Circuit Court.

(np) COMPLIANCE WITH ORDINANCES AND PAYMENT OF TAXES, ASSESSMENTS AND CLAIMS.

No license shall be issued under this Chapter for any premises, or to any person, for which or whom taxes, assessments, or other claims of the City are delinquent and unpaid ~~or to any person delinquent in payment of such taxes, assessments or other claims to the City~~. It shall be a condition of holding a license under this Chapter that the licensee comply with all ordinances of the City.

*Ordinance 2450, A 3/20/07, Sec. 8.10
Ordinance 2456, A 5/1/07, Sec. 8.10(n)*

City of Oak Creek Common Council Report

Meeting Date: June 20, 2017

Item No.: 13

Recommendation: That the Common Council adopt Resolution No. 11836-062017, a Resolution Authorizing Closing on the Sale of the Property at 8000 South Market Street to The Waters Senior Living Holdings, LLC pursuant to the Land Purchase Agreement.

Background: On June 7, 2016 the Common Council adopted Resolution No. 11714-060716 approving the Land Purchase Agreement with The Waters Senior Living Holdings, LLC ("The Waters") for the sale of the property at 8000 South Market Street. On April 3, 2017 the Common Council adopted Resolution No. 11805-040317 approving the First Amendment to the Land Purchase Agreement with The Waters. The parties have been working toward an anticipated closing in July. This proposed resolution authorizes the Mayor and City Clerk to execute any documents necessary for closing in behalf of the City and directs the City Attorney to consummate this transaction pursuant to the Land Purchase Agreement.

Fiscal Impact: The purchase price is \$1,445,000 for approximately 2.54 acres.

Prepared by:




Melissa L. Karls
City Attorney

Respectfully submitted by:



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

Review by:



Douglas W. Seymour, AICP
Director of Community Development

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11836-062017

RESOLUTION AUTHORIZING CLOSING ON THE SALE OF THE PROPERTY AT
8000 SOUTH MARKET STREET TO THE WATERS SENIOR LIVING HOLDINGS,
LLC PURSUANT TO THE LAND PURCHASE AGREEMENT
(2nd Aldermanic District)

WHEREAS by Resolution No. 11714-060716 the Mayor and Common Council of the City of Oak Creek (the "City") approved the Land Purchase Agreement with The Waters Senior Living Holdings, LLC (the "Waters"); and

WHEREAS by Resolution No. 11805-040317 the Mayor and Common Council approved the First Amendment to the Land Purchase Agreement with The Waters; and

WHEREAS the City and the Waters are preparing to close on the sale of the subject property at 8000 South Market Street;

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute any documents necessary for closing in behalf of the City of Oak Creek, and the City Attorney is hereby directed to consummate this transaction according to the terms of the Land Purchase Agreement.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of June, 2017.

Passed and adopted this ____ day of June, 2017.

Kenneth Gehl, Common Council President

Approved this ____ day of _____, 2017.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: June 20, 2017

Item No.: 14

Recommendation: That the Council adopt Resolution No. 11833-062017, authorizing the execution of agreements with Milwaukee County relative to the City's continued participation in the Community Development Block Grant Program for the program years 2018, 2019 and 2020.

Background: Milwaukee County administers the Community Development Block Grant Program (CDBG) for the municipalities (excluding Milwaukee and West Allis) within the County on behalf of the US Department of Housing and Urban Development (HUD). As part of their administration of the program, the County enters into cooperation agreements with each of the municipalities it serves. This 3-year agreement is for the program years 2018, 2019 and 2020.

Fiscal Impact: The use of CDBG funds reduces the amount of funding the City has to provide through the annual budget to undertake eligible projects. It also provides funding to area public service organizations.

The allocation formula has been modified recently to award projects on a competitive basis among all of the eligible municipalities. This allocation does not favor municipalities with minimal levels of poverty, such as Oak Creek.

There are minimal annual administrative obligations required under the terms of this agreement.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Andrew J. Vickers, MPA
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11833-062017

BY: _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH MILWAUKEE COUNTY RELATIVE TO CONTINUED PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE PROGRAM YEARS 2018, 2019 AND 2020

BE IT RESOLVED that the Cooperation Agreement attached hereto and incorporated herein by reference as though fully set forth by and between Milwaukee County and the City of Oak Creek for continued participation by the City through the County in the Community Development Block Program for the years 2018, 2019 and 2020 be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized and directed to execute said agreement for and on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of June, 2017.

Passed and adopted this 20th day of June, 2017.

President, Common Council

Approved this ____ day of _____, 2017

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

**THE URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
IN MILWAUKEE COUNTY**

Introduction

The Community Development Block Grant Program was established under Title I of the Housing and Community Development Act of 1974. This Act restructured the federal government's involvement in local community development activities by consolidating a number of separate programs and returning much of the control over the use of federal community development funds to the local level of government.

Under the Block Grant Program, federal funds are allocated to local communities according to a formula designed to direct funding to urban areas most in need of assistance. Local units of government have the flexibility to use Block Grant funds to design programs and implement activities appropriate to meeting local national urban objectives. The U.S. Department of Housing and Urban Development (HUD) is the federal agency responsible for allocating funds and monitoring compliance with national policies and objectives.

The major portion of Block Grant funding goes to cities with populations greater than 50,000 and to urban counties. These units of government are entitled to receive Block Grant funds according to formula and are therefore called "entitlement jurisdictions". Smaller counties, cities, villages, and townships must compete for funding and are awarded Block Grants based on the merit of their applications. The term "urban county" refers to counties located within metropolitan areas and having populations of at least 200,000, excluding cities of 50,000 or more.

The Act designated urban counties as units of government entitled to receive Block Grant funds because it was recognized that the area outside of the central cities are becoming increasingly urbanized and that county governments can play a significant role in addressing the issues of growth management, urban planning, housing, and economic and community development. It was realized that the problems of center cities would become the problems of older suburbs unless a program was structured so as to encourage a metropolitan-wide approach to community development.

Participating Municipalities

Milwaukee County was designated an urban county in December of 1977. In order to be designated an urban county, the County was required to enter into cooperation agreements with enough jurisdictions to achieve a combined population of 200,000. Fourteen suburban municipalities signed cooperation agreements and participated in the program in 1978. In 1979, a fifteenth municipality was added, and in 1982, a sixteenth was added. The cooperation agreements must be entered into every three years. The current participating municipalities are:

| | |
|------------|-----------------|
| Bayside | Hales Corners |
| Brown Deer | Oak Creek |
| Cudahy | River Hills |
| Fox Point | St. Francis |
| Franklin | Shorewood |
| Glendale | South Milwaukee |
| Greendale | West Milwaukee |
| Greenfield | Whitefish Bay |

The cities of Milwaukee, Wauwatosa and West Allis each contain populations greater than 50,000 and are entitled to receive their own Block Grants.

Funding

Milwaukee County received its first Urban County Community Development Block Grant on June 15, 1978. It now receives over \$2 million each year to conduct community development and housing activities. It is the County's responsibility to administer, coordinate, and oversee the community development program to ensure that the program is carried out in accordance with national policies and objectives.

Administrative costs amount to less than 20% of the grant. The remainder of the grant is divided equally between the County and the participating municipalities. The County's half of the grant is used to fund activities designed to meet needs which are generally County-wide in nature. The other half of the grant is reserved for the participating municipalities to conduct activities designed to meet specific local needs.

Goals and Objectives

The overall purpose of Milwaukee County's Urban County Community Development Block Grant Program is to develop viable urban communities, and provide decent housing and a suitable living environment, principally for persons of low and moderate income. To fulfill this purpose, community development activities have been directed toward accomplishing the following objectives:

1. Elimination of slums and blight and the prevention of blighting influences.
2. Elimination of conditions detrimental to health, safety, and public welfare.
3. Conservation and expansion of the County's housing stock.
4. Expansion and improvement of the quantity and quality of community services.
5. Rational utilization of land and other natural resources and better arrangement of land uses.
6. Reduction of the isolation of income groups.
7. Restoration and preservation of historic properties.
8. Promotion of economic development.
9. Encouragement of energy conservation.

These goals and objectives form the basic framework of Milwaukee County's Community Development strategy and have served as policy guidelines for evaluating activities and project proposals.

Activities

All activities conducted with community Development funds must principally benefit low- and moderate-income households, aid in the prevention and elimination of housing deterioration and blight, or meet other community development needs having a particular urgency.

To achieve program objectives, Block Grant funds have been used to finance a variety of activities which are conducted by both public and private organizations.

All projects and activities financed under the grant program are geared toward accomplishing stated program objectives.

Citizen Participation

Citizen participation is an essential, on-going element of the Community Development Program. Citizens are encouraged to participate in the Milwaukee County's Community Development Program..

Public hearings are the primary means by which citizens may voice their opinions about the grant program. Hearings will be held at both the local level and the County-wide level to obtain citizens' proposals for community development projects and allow citizens the opportunity to comment.

COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____, 2014, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the _____, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as the "Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "NAHA") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

WHEREAS, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act and NAHA; and

WHEREAS, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

WHEREAS, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

WHEREAS, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

PROVISIONS:

1. Purpose. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds ("CDBG") as an Urban County from Federal Fiscal Years 2015, 2016, and 2017 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.
2. Consideration. The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation based on extent of poverty as defined in the Act. To receive an allocation the Municipality must have proposed project(s) that meet the National Objectives of the Act. Municipality allocations may also be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. All funds shall be used within the Urban County jurisdiction. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Act.
3. Restrictions. Neither the County nor the Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.
4. Term. The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2015, 2016, and 2017 and for such additional time as may be required for the expenditure of program income received and of funds granted through the Act and NAHA to the County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.
5. Obligations.
 - a. Milwaukee County and the _____ agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is

subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide "cause" for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.
 - i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
 - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
 - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
 - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
 - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
 - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission, board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.

- vii. Train "first point of contact" staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
 - viii. Any other activity listed in the recommendations section of Milwaukee County Analysis of Impediments to Fair Housing (June 2008 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.
 - d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
 - e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
 - f. The Municipality attests that it has adopted and is enforcing:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
 - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
 - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.

- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:
 - i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;
 - ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
 - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on _____, 20 __, Resolution File No. _____ (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on _____, 20 __, by law (copy attached).

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

MUNICIPALITY

Name: _____

Title: _____

Name: _____

Title: _____

MILWAUKEE COUNTY

Hector Colon, Director
Department of Health and Human Services

Approved:

Approved:

By: _____
County Executive

Date: _____

By: _____
Office of the Comptroller

Date: _____

Approved as to Execution:

By: _____
Corporation Counsel

Date: _____

FIRST AMENDMENT TO COOPERATION AGREEMENT

THIS FIRST AMENDMENT is entered into on this _____ day of _____, 2014, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the _____, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the County and the Municipality have entered into a Cooperation Agreement that qualifies the County as an Urban County entitling the parties to receive Community Development Block Grant ("CDBG") funds to conduct and administer housing and community development activities and projects; and

WHEREAS, the United States Department of Housing and Urban Development ("HUD") revised the requirements for cooperation agreements and a new requirement was added in the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76; and

WHEREAS, the County and the Municipality have agreed to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree to amend the Cooperation Agreement as follows:

PROVISIONS:

1. A new Section 5.k. shall be added to the Agreement which states: "As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended."
2. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Cooperation Agreement, the terms and provisions of this Amendment shall govern, control and prevail.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day, month and year first above written.

MUNICIPALITY

Name: _____

Title: _____

Name: _____

Title: _____

MILWAUKEE COUNTY

Hector Colon, Director
Department of Health and Human Services

Approved as to Execution:

By: _____ Date: _____
Corporation Counsel

City of Oak Creek Common Council Report

Meeting Date: June 20, 2017

Item No.: 15

Recommendation: That the Council adopt Resolution No. 11834-062017 approving an easement for pedestrian cross access with the Drexel Hotel Group, Inc. for the property at 7980 S. Market Street.

Background: The property at 7980 S. Market Street within Drexel Town Square is currently being developed into a Marriott Towneplace Suites Hotel. As part the overall site planning for this portion of Drexel Town Square, it was envisioned that there would be a pedestrian access linking the civic center and town square area with the retail areas to the east, including the Meijer property. This access was provided for as part of the approved site plan for the hotel, but no easement was ever recorded.

This pedestrian cross access easement contains the existing pedestrian walkway.

Fiscal Impact: Under the terms of the agreement, the City is responsible for maintenance of the walkway.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Andrew J. Vickers, MPA
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11834-062017

RESOLUTION APPROVING AN EASEMENT FOR PEDESTRIAN CROSS ACCESS
WITH DREXEL SQUARE HOTEL GROUP, INC.

7980 South Market Street

(2nd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Easement for Pedestrian Cross Access (“Easement”) by and between the City of Oak Creek and Drexel Square Hotel Group, Inc. be and the same is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney and City Administrator are hereby authorized to approve any technical changes and corrections to the Easement.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of June, 2017.

Passed and adopted this 20th day of June 2017.

President, Common Council

Approved this ___ day of _____, 2017.

ATTEST:

Mayor Daniel J. Bukiewicz

Catherine Roeske, City Clerk

VOTE: Ayes _____ Noes _____

PEDESTRIAN CROSS
ACCESS EASEMENT

Document Number

Document Title

EASEMENT NO _____

PROJECT NO. _____

RESOLUTION NO. _____

ADDRESS NO. 7980 South Market Street

GRANTOR(S) Drexel Square Hotel Group Inc.

M/A P.O. Box 30848
Albuquerque, NM 87190

Recording Area

Douglas W Seymour
City of Oak Creek, Dept of Community Development
8040 S. 6th Street
Oak Creek, WI 53154

Name and Return Address

813-9033-000

Parcel Identification Number (PIN)

PEDESTRIAN CROSS ACCESS EASEMENT

This PEDESTRIAN CROSS ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2017, by and between, Drexel Square Hotel Group, Inc. ("DSHG") party of the first part, (hereinafter referred to as "Grantor"), to the City of Oak Creek, a Wisconsin municipal corporation party of the second part, (hereinafter referred to as "Grantee");

WHEREAS, DSHG is the owner of the real estate located in Drexel Town Square at 7980 South Market Street in the City of Oak Creek, Wisconsin and as is legally described on the attached Exhibit A (the "DSHG Parcel"); and

WHEREAS, the City of Oak Creek is the owner of the adjacent public rights of way located within Drexel Town Square; and

WHEREAS, the goal for the development of Drexel Town Square is to create a high quality, mixed-use district with the amenities, livability, and stimulating community places similar to a well-designed town center. The site design includes walkable, tree-lined streets with easy access to a variety of community places, activities, commercial and civic uses; and

WHEREAS, in order to achieve that goal it is necessary to create walkable pedestrian connections between and among the public and private properties within Drexel Town Square.

NOW, THEREFORE, in consideration of the recitals and covenants contained herein and other good and valuable consideration, DSHG and the City of Oak Creek hereby agree as follows:

1. Grantor does hereby grant to Grantee a fifteen foot (15 foot) wide permanent cross access easement for the right of pedestrian ingress and egress across the real property of Grantor in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as described and shown on Exhibit "B".
2. Grantee shall have the right and the responsibility to perform snow and ice removal, routine maintenance and reconstructions as necessary on the pedestrian walkway (hereinafter referred to as the "facilities") within the easement.
3. Grantee shall have the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid facilities thereto.
4. Grantee agrees to restore or cause to have restored the property as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. However, the Grantee's obligation to restore the property does not apply to any structure, fence, hard surface paving of any type or configuration, trees, bushes, branches or roots which may interfere with the Grantee's use of the aforesaid easement.
5. Grantee shall have the right to trim or remove any trees, bushes, branches or roots so as not to interfere with the Grantee's use of the aforesaid easement.
6. Structures, which are defined as anything constructed or erected, the use of which requires more or less permanent location on ground or attached to something having permanent location on the ground and fences, shall not be located over Grantee's facilities or in, upon or over the property within aforesaid easement without the prior written consent of the City Engineer.
7. The aforesaid facilities shall be maintained and kept in good order and condition at the expense of the Grantee.
8. The Grantor reserves the right, to themselves and to their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises, except as to the rights herein granted.
9. If the premises herein are discontinued or abandoned for the purpose granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, the City agrees to reconvey by quit claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

10. Grantee shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss or damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of negligence in its installation, operation, maintenance, removal, use or existence of the aforesaid facilities thereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Grantor:

DREXEL SQUARE HOTEL GROUP, LLC

By: _____
Print name: _____
Title: _____

STATE OF _____)
) ss
_____ COUNTY)

Personally came before me this _____ day of June, 2016, the above-name _____, as _____ of Drexel Square Hotel Group, LLC, who executed the foregoing instrument on behalf of said company and acknowledged the same.

Print Name: _____
Notary Public, State of _____
My commission expires: _____

Grantee:

CITY OF OAK CREEK

By: _____
DANIEL J. BUKIEWICZ, Mayor

By: _____
CATHERINE A. ROESKE, City Clerk

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

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

Notary Public, Milwaukee County, WI
My commission expires: _____

This instrument was drafted by Douglas W. Seymour, Director of Community Development.

Approved as to form by:

Melissa Karls, City Attorney

EXHIBIT A

"DSHG PARCEL"

7980 SOUTH MARKET STREET

Lot 3 of Certified Survey Map No. 8573, being in the Northeast
¼ of Section 17, Town 5 North, Range 22 East, City of Oak
Creek, Milwaukee County

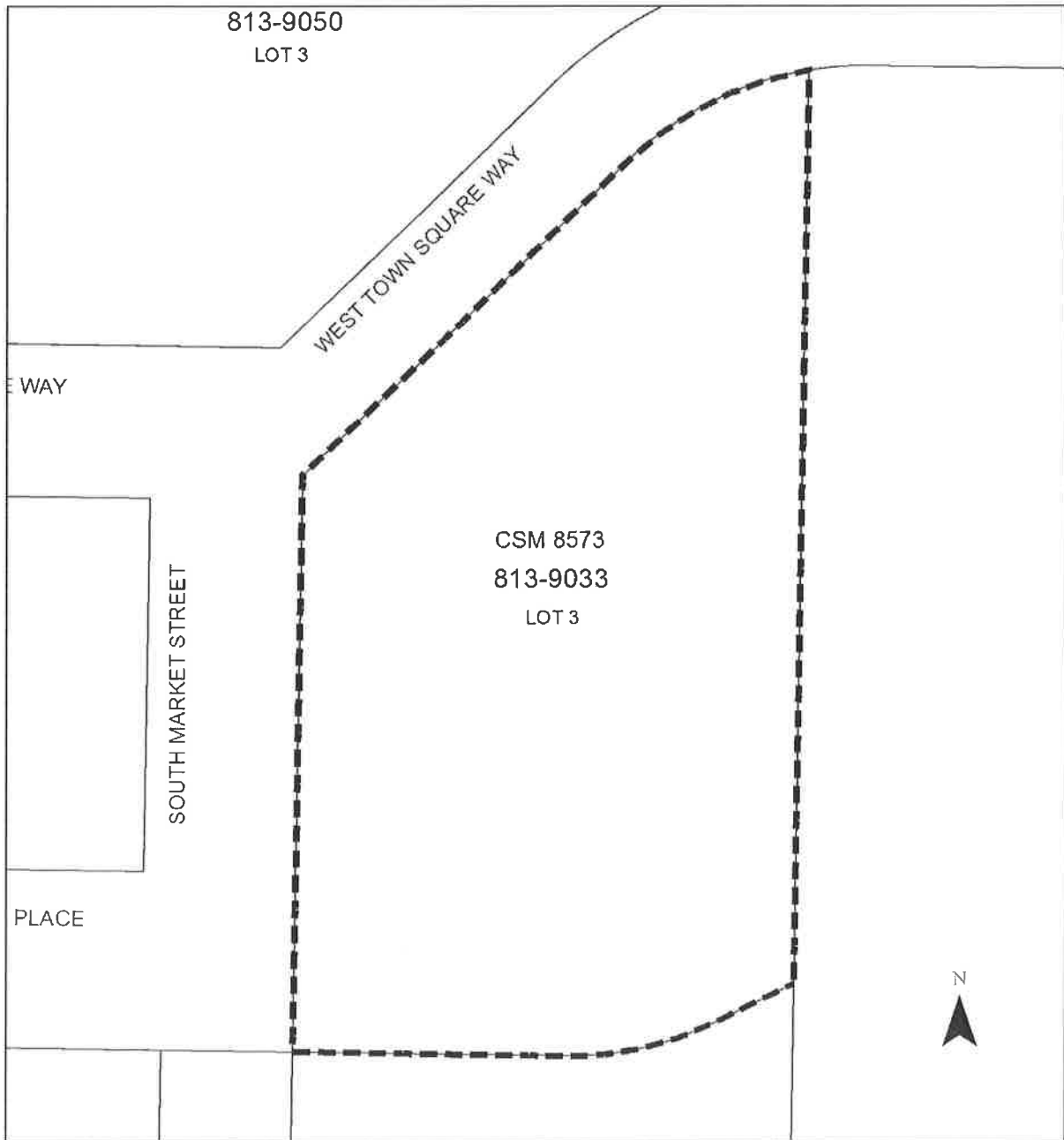


EXHIBIT B

PEDESTRIAN CROSS ACCESS EASEMENT

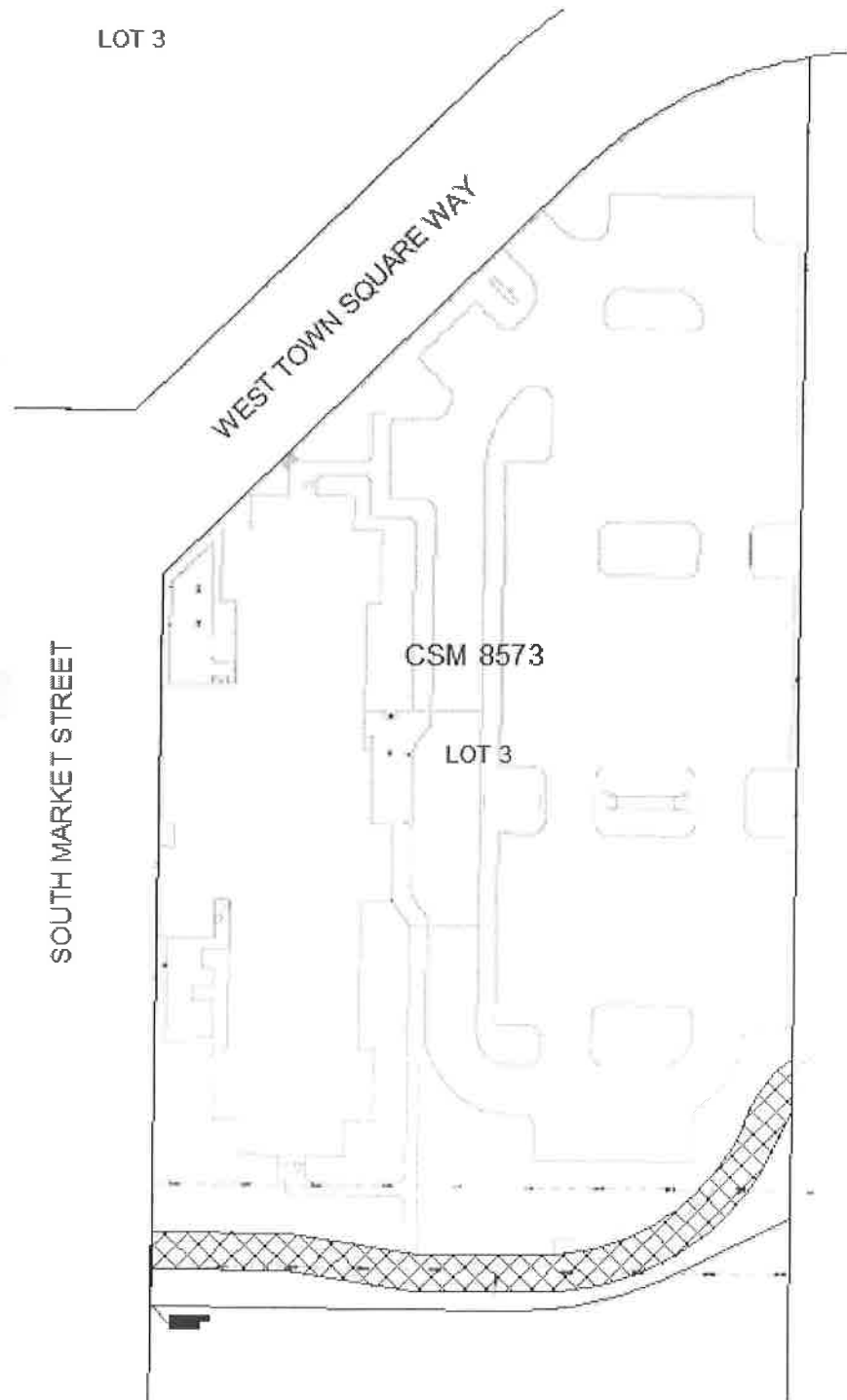
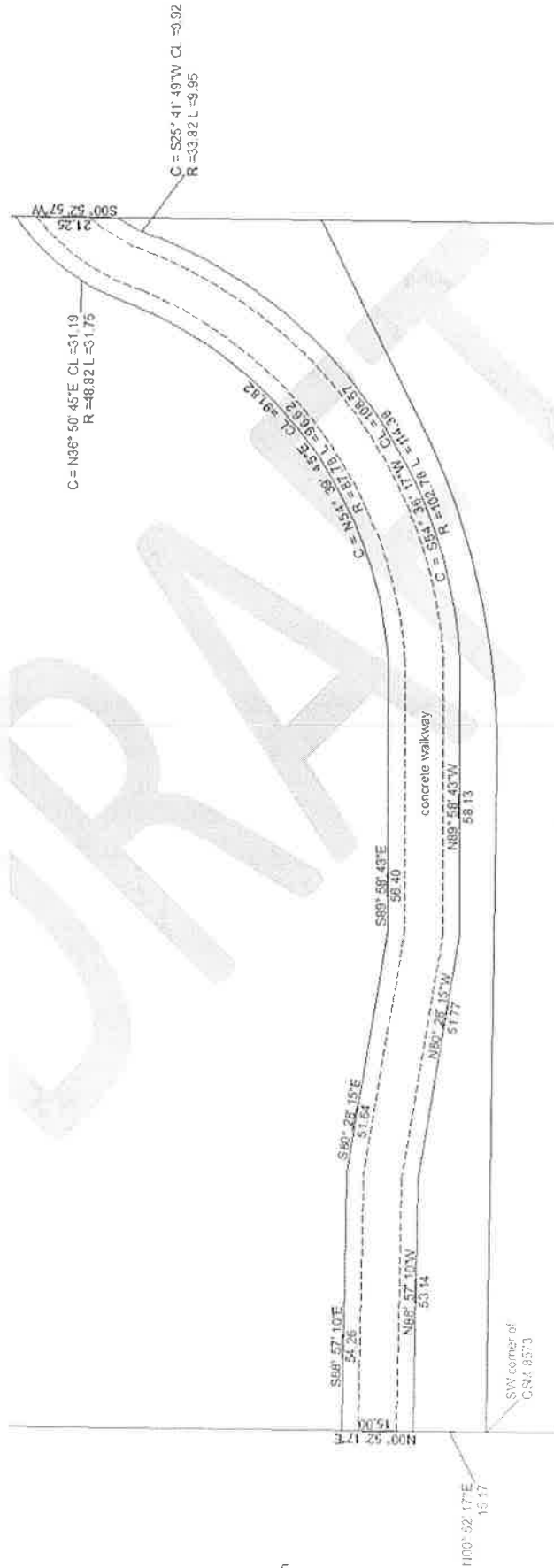


EXHIBIT B

PEDESTRIAN CROSS ACCESS EASEMENT (DETAIL)



City of Oak Creek Common Council Report

Meeting Date: June 20, 2017

Item No.: 16

Recommendation: That the Common Council approves a motion to enter into a contract with R.A. Smith National, Inc. in the amount of \$39,880, to provide engineering design services for the water main extension along the Phase 3 route of IKEA Way. (Aldermanic District 2)

Background: On February 2, 2017 Council approved the second amendment to the TIF No. 12 Finance Development Agreement for the IKEA project. The amendment, in part, approved the installation of water main along the Phase 3 alignment of IKEA Way. Phase 3 is the final segment of IKEA Way that spans from the intersection of 27th Street/NML Way to the current terminus of IKEA Way at IKEA's north property line, and will complete the entire loop from 27th Street to Drexel Avenue.

With the financial capacity that remained under the original agreement, the city and IKEA agreed that the Phase 3 water main was an important piece of infrastructure, providing a secondary feed to IKEA and Forest Ridge Elementary, and thus it would be beneficial to construct it at this time.

Engineering received a proposal for water main design services from R.A. Smith National (RASN) in the amount of \$39,880. The recommendation is to award the design services contract to RASN; the fee is reasonable based on the scope and Engineering is confident that the design could not be completed for a lower price nor on a timelier schedule due to RASN's work on the previous phases of the project (knowledge of the permitting and of the project's scope and other goals). The contract provides that the design would be completed by August 15, 2017. This would allow for a late summer bid process and for construction to proceed early fall and continue into winter.

The scope requires that a culvert crossing of a main drainage channel be designed and installed as part of this project, and that a preliminary design of the future road, storm sewer and sanitary sewer be completed as well. This is to assure that all future public infrastructure components of Phase 3 will fit together and function adequately.

Fiscal Impact: The funding necessary for the design is in place with the \$5.1 million bond for TID 12.

Prepared by:



Michael C. Simmons, P.E.
City Engineer

Respectfully submitted,



Andrew J. Vickers, MPA
City Administrator

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

City of Oak Creek Common Council Report

Meeting Date: June 20, 2017

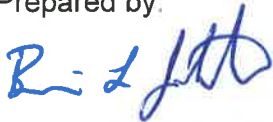
Item No.: 17

Recommendation: That the Common Council adopts Resolution No. 11820-062017, a resolution approving a 25 foot water main easement by and between HSI Drexel Ridge, LLC and the City of Oak Creek (Tax Key 779-9011-000) (1st Aldermanic District).

Background: At its meeting of October 4, 2016, the Common Council approved Resolution No. 11746-100416, a Resolution approving a Certified Survey Map for the properties at 2100, 2200, and 2280 E. Drexel Avenue and 7721 S. Pennsylvania Avenue. As part of this project it was required a separate water main easement to be created for the public water main for the project. Staff has worked with the Developer to prepare the water main easement and exhibit. This easement would establish for the City the right to install and maintain the public water main. The easement will also protect the public water main that will be located under the proposed entrance gazebo.

Fiscal Impact: None.

Prepared by:



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

Respectfully submitted,



Andrew Vickers, MPA
City Administrator

Approved by:



Michael C. Simmons, P.E.
City Engineer

Fiscal review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Approved by:



Ronald J. Pritzlaff, P.E.
Utility Engineer

RESOLUTION NO. 11820-062017

RESOLUTION APPROVING A 25 FOOT WATER MAIN EASEMENT
BY AND BETWEEN HSI DREXEL RIDGE, LLC AND THE CITY OF OAK CREEK
(1st Aldermanic District)

BE IT RESOLVED that the 25 Foot Water Main Easement (“Easement”) by and between HSI Drexel Ridge, LLC and the City of Oak Creek be and the same is hereby approved.

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

BE IT FURTHER RESOLVED that the Easement is subject to technical corrections approved by the City Administrator and the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of June, 2017.

Passed and adopted this 20th day of June, 2017.

Common Council President Kenneth Gehl

Approved this 20th day of June, 2017.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

| Document Number | Document Title |
|---|---|
| EASEMENT NO _____ PROJECT NO. _____ RESOLUTION NO. _____ ADDRESS NO. _____ | |
| GRANTOR(S) M/A | Recording Area Name and Return Address |

779-9011-000
Parcel Identification Number (PIN)

25' WATER MAIN EASEMENT

THIS INDENTURE, made this _____ day of _____, 2017, by and between, HSI Drexel Ridge, LLC, party of the first part, hereinafter referred to as "Grantor", and the City of Oak Creek, a Wisconsin municipal corporation, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Subject to the terms and conditions of this Indenture, Grantor does hereby grant to the Grantee a non-exclusive easement for the sole purpose of constructing, maintaining, operating and reconstructing a water main and related appurtenances in and under the real property of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin, in the location shown on Exhibit "A", and legally described as follows:

That part of Lot 1 in Certified Survey Map No. 8858, recorded as Document No. 10615264, in the Southeast 1/4 of the Southwest 1/4 of Section 10, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Lot 1; thence South 88°57'39" West, 290.48 feet along the south line of said Lot 1 to the southeast corner of an existing 25' wide Public Watermain Easement as created by said Certified Survey Map No. 8858, and to the point of beginning of this description; continuing thence South 88°57'39" West, 25.00 feet along the south line of said Lot 1 and said existing easement to the southwest corner of said existing easement; thence North 0°52'04" West, 126.39 feet along the west line of said existing easement; thence North 83°56'28" East, 25.10 feet to the east line of said existing easement; thence South 0°52'04" East, 128.59 feet along said east line to the point of beginning. ("Easement Area").

TO HAVE AND TO HOLD said easement unto the Grantee, and unto its successors and assigns forever, subject and subordinate to matters of record.

Subject to the terms and conditions of this Indenture, the Grantee shall have the right to enter upon and to pass and repass over and along the Easement Area whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid water main and appurtenances thereto.

The Grantee agrees to restore or cause to have restored the Grantor's property as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. However, the Grantee's obligation to restore the property does not apply to any structure, fence, hard surface paving of any type or configuration, trees, bushes, branches or roots located within the Easement Area which may interfere with the Grantee's use of the aforesaid easement.

Grantee shall have the right to trim or remove any trees, bushes, branches or roots located within the Easement Area so as not to interfere with the Grantee's use of the aforesaid easement.

Grantor has constructed certain improvements within a public easement. The Grantor is fully aware that any of the utility easement holders have the right, without notice to the Grantor, to remove any and all physical impediments in order to install, maintain, and/or repair any utility infrastructure within the easement area.

The Grantor acknowledges that the Grantee and any of the utility easement holder(s) are not financially or physically responsible for any damages caused to the subject area or its replacement within this easement and the zone of influence.

The aforesaid water main and appurtenances shall be maintained and kept in good order and condition at the expense of the Grantee.

The Grantor reserves the right, to themselves and to their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the Easement Area, subject to the rights herein granted.

If the utilities located within the Easement Area are discontinued or abandoned,

the easement herein conveyed shall, without notice, demand or re-entry, terminate. In such event, the City agrees to reconvey by quit claim deed to Grantors, their heirs, personal representatives, successors and assigns, the Easement Area described herein.

Notwithstanding anything to the contrary in this Indenture, the Grantee shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss or damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand, caused, directly or indirectly, by reason of the installation, maintenance, operation, repair, removal, use or existence of the aforesaid water main and appurtenances thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

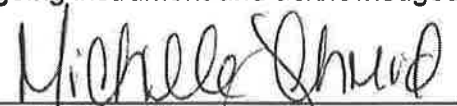
Grantor:
HSI Drexel Ridge, LLC



Ryan Schultz, as the manager of HSI Drexel Ridge, LLC

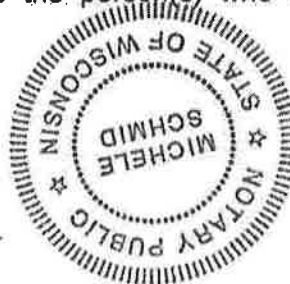
STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this 14 day of JUNE, 2017, the above-named, Ryan Schultz, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Notary Public, Milwaukee County, WI

My commission expires: 7-3-20



CITY OF OAK CREEK

Grantee:

By: _____
DANIEL J. BUKIEWICZ, Mayor

By: _____
CATHERINE A. ROESKE, City Clerk

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

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

Notary Public, Milwaukee County, WI

My commission expires: _____

This instrument was drafted by Brian Johnston.

Approved as to form by:

Melissa L. Karls, City Attorney
Notary Public
My commission is permanent.

EXHIBIT A

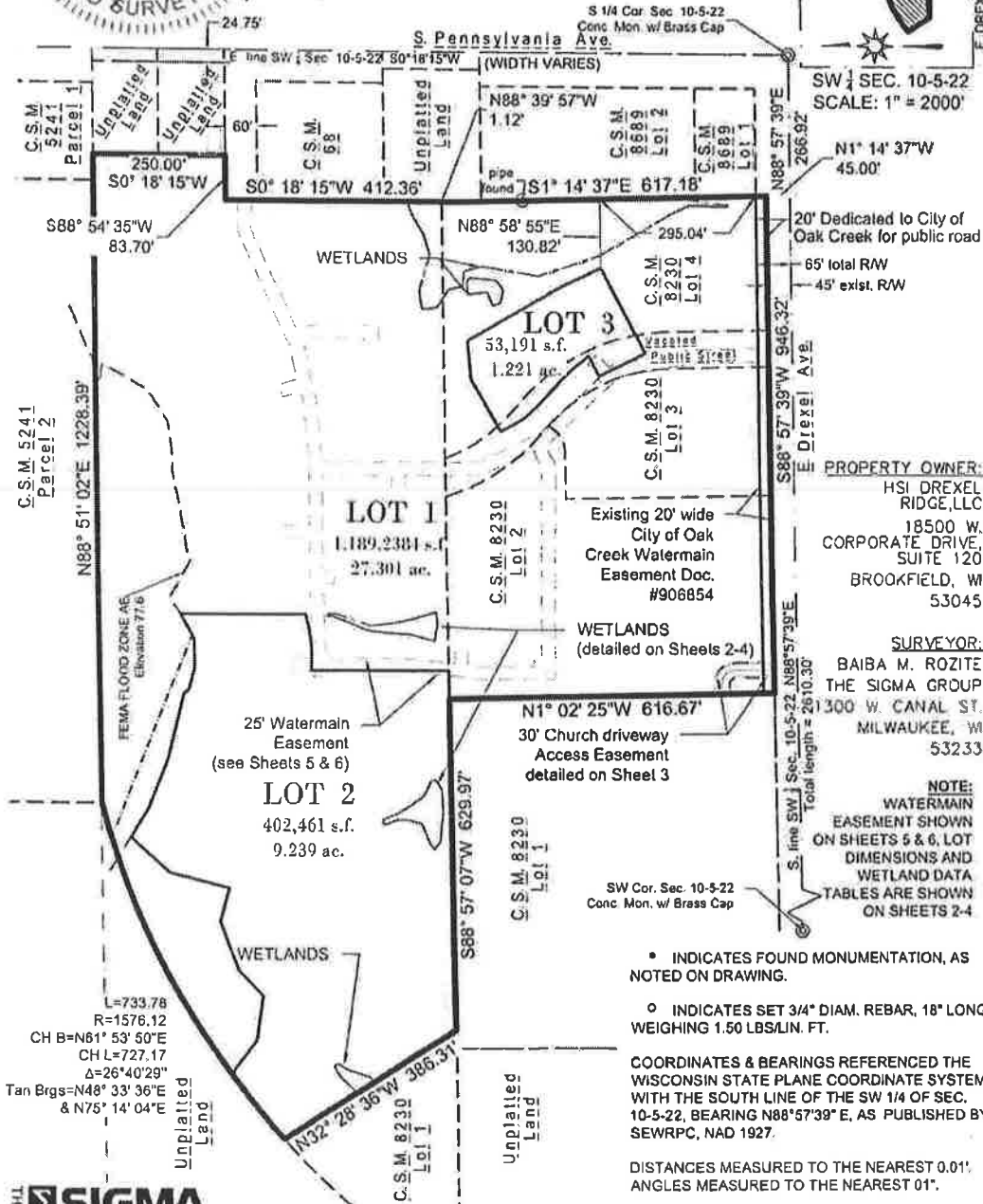
Depiction of Easement Area and Improvements

(attached)

CERTIFIED SURVEY MAP NO. _____



Lots 2, 3 and 4 and vacated public street in Certified Survey Map No. 8230, recorded on April 14, 2010, in Reel 7343 of Certified Survey Maps, as Document No: 9863468, and lands in the Southeast 1/4 of the Southwest 1/4 of Section 10, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin



PROPERTY OWNER:
 HSI DREXEL
 RIDGE, LLC
 18500 W.
 CORPORATE DRIVE,
 SUITE 120
 BROOKFIELD, WI
 53045

SURVEYOR:
 BAIBA M. ROZITE
 THE SIGMA GROUP
 300 W. CANAL ST.
 MILWAUKEE, WI
 53233

NOTE:
 WATERMAIN
 EASEMENT SHOWN
 ON SHEETS 5 & 6, LOT
 DIMENSIONS AND
 WETLAND DATA
 TABLES ARE SHOWN
 ON SHEETS 2-4

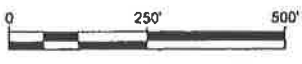
- INDICATES FOUND MONUMENTATION, AS NOTED ON DRAWING.
- INDICATES SET 3/4" DIAM. REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FT.

COORDINATES & BEARINGS REFERENCED THE WISCONSIN STATE PLANE COORDINATE SYSTEM WITH THE SOUTH LINE OF THE SW 1/4 OF SEC. 10-5-22, BEARING N88°57'39"E, AS PUBLISHED BY SEWRPC, NAD 1927.

DISTANCES MEASURED TO THE NEAREST 0.01'; ANGLES MEASURED TO THE NEAREST 01'.

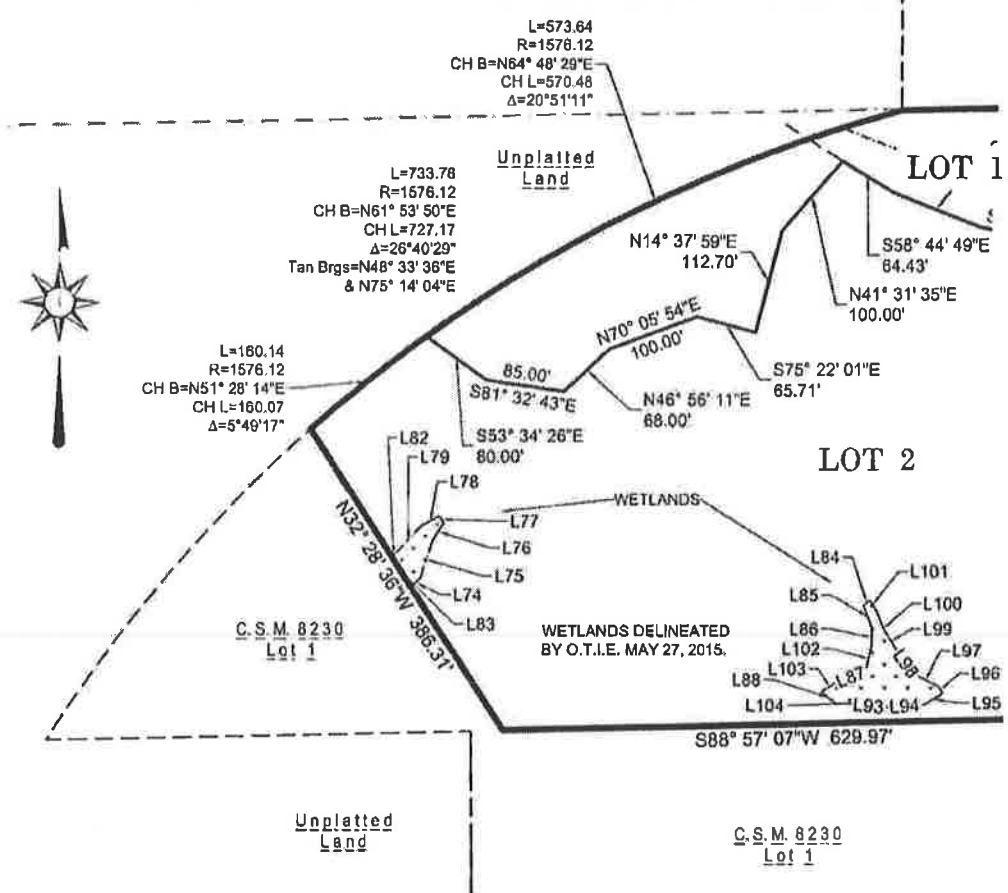
WETLANDS DELINEATED BY O.T.I.E. MAY 27, 2015.

THE SIGMA GROUP
 Single Source Survey Solutions
 www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-643-4200
 Fax: 414-643-4210



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| Wetland Line Table | | |
|--------------------|--------|----------------|
| Line # | Length | Direction |
| L74 | 12.66 | S50° 58' 35\"W |
| L75 | 42.69 | S18° 22' 46\"W |
| L76 | 22.84 | S31° 55' 47\"W |
| L77 | 8.76 | S34° 40' 36\"E |
| L78 | 21.08 | N61° 15' 30\"E |
| L79 | 41.70 | N43° 51' 24\"E |
| L82 | 4.77 | N41° 05' 37\"E |
| L83 | 37.19 | N32° 44' 42\"W |
| L84 | 8.60 | N57° 01' 04\"E |
| L85 | 26.59 | N19° 59' 03\"W |
| L86 | 20.32 | N1° 44' 35\"E |

| Wetland Line Table | | |
|--------------------|--------|----------------|
| Line # | Length | Direction |
| L87 | 32.78 | N69° 26' 05\"E |
| L88 | 19.44 | N50° 11' 52\"W |
| L93 | 36.80 | N84° 00' 59\"W |
| L94 | 41.82 | S86° 38' 53\"W |
| L95 | 23.45 | S57° 49' 30\"W |
| L96 | 8.91 | S30° 02' 50\"E |
| L97 | 29.82 | S63° 24' 52\"E |
| L98 | 27.04 | S35° 36' 42\"E |
| L99 | 32.18 | S31° 46' 48\"E |
| L100 | 32.18 | S31° 46' 48\"E |
| L101 | 10.22 | S31° 58' 47\"E |



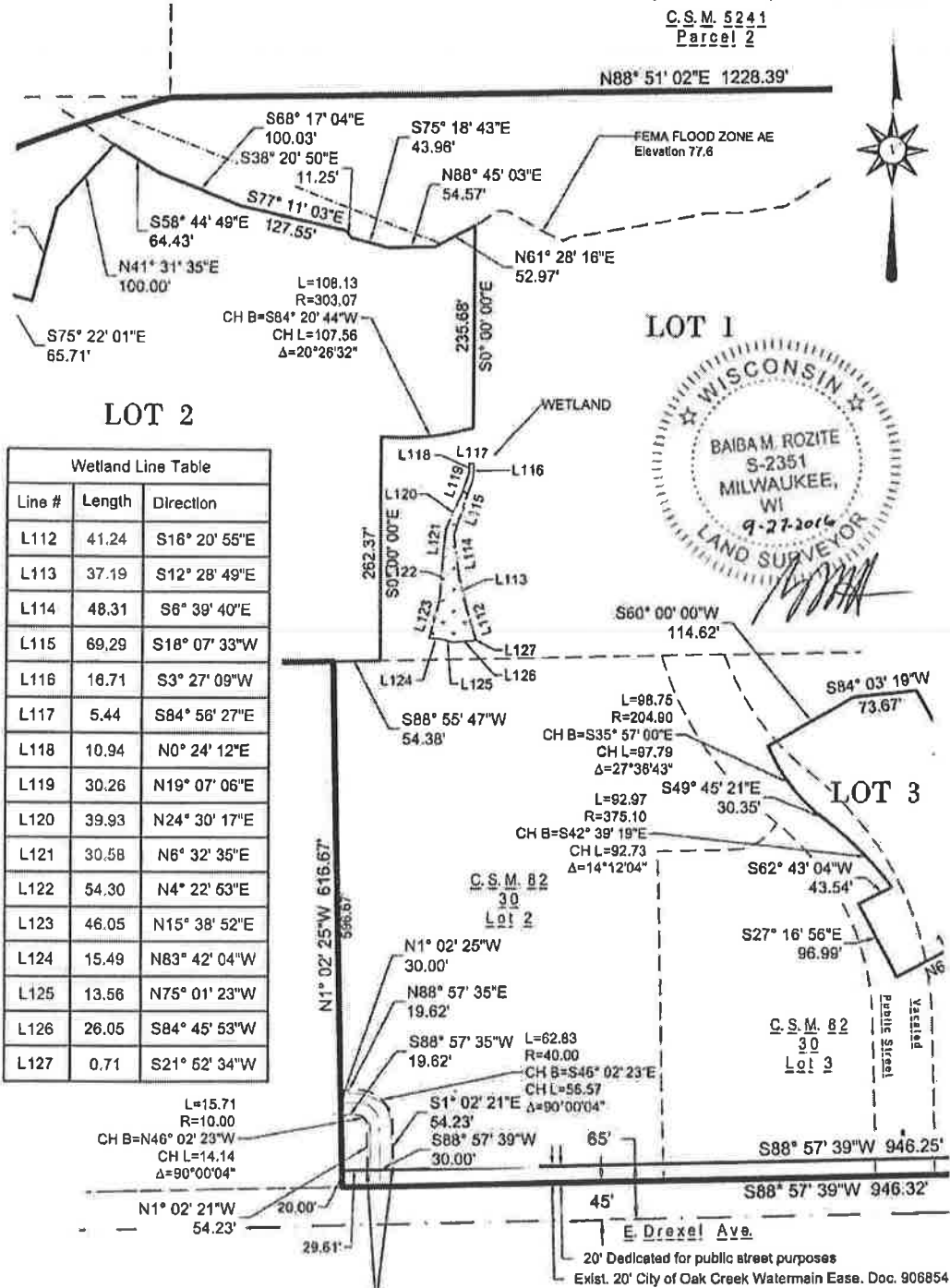
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C. S. M. 5241
Parcel 2



LOT 2

| Wetland Line Table | | |
|--------------------|--------|---------------|
| Line # | Length | Direction |
| L112 | 41.24 | S16° 20' 55"E |
| L113 | 37.19 | S12° 28' 49"E |
| L114 | 48.31 | S6° 39' 40"E |
| L115 | 69.29 | S18° 07' 33"W |
| L116 | 16.71 | S3° 27' 09"W |
| L117 | 5.44 | S84° 56' 27"E |
| L118 | 10.94 | N0° 24' 12"E |
| L119 | 30.26 | N19° 07' 06"E |
| L120 | 39.93 | N24° 30' 17"E |
| L121 | 30.58 | N6° 32' 35"E |
| L122 | 54.30 | N4° 22' 53"E |
| L123 | 46.05 | N15° 38' 52"E |
| L124 | 15.49 | N83° 42' 04"W |
| L125 | 13.56 | N75° 01' 23"W |
| L126 | 26.05 | S84° 45' 53"W |
| L127 | 0.71 | S21° 62' 34"W |

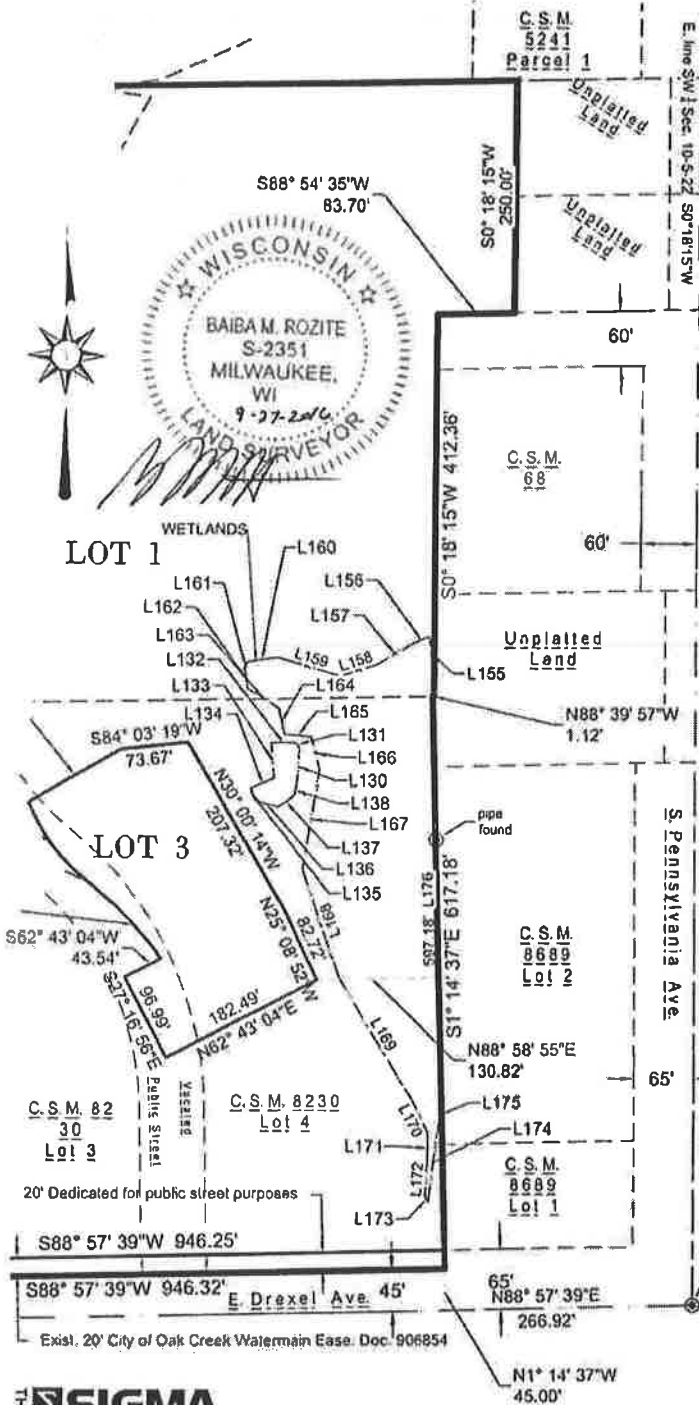
L=15.71
R=10.00
CH B=N46° 02' 23"W
CH L=14.14
Δ=90°00'04"

30' wide Access Easement
for church driveway
by separate document



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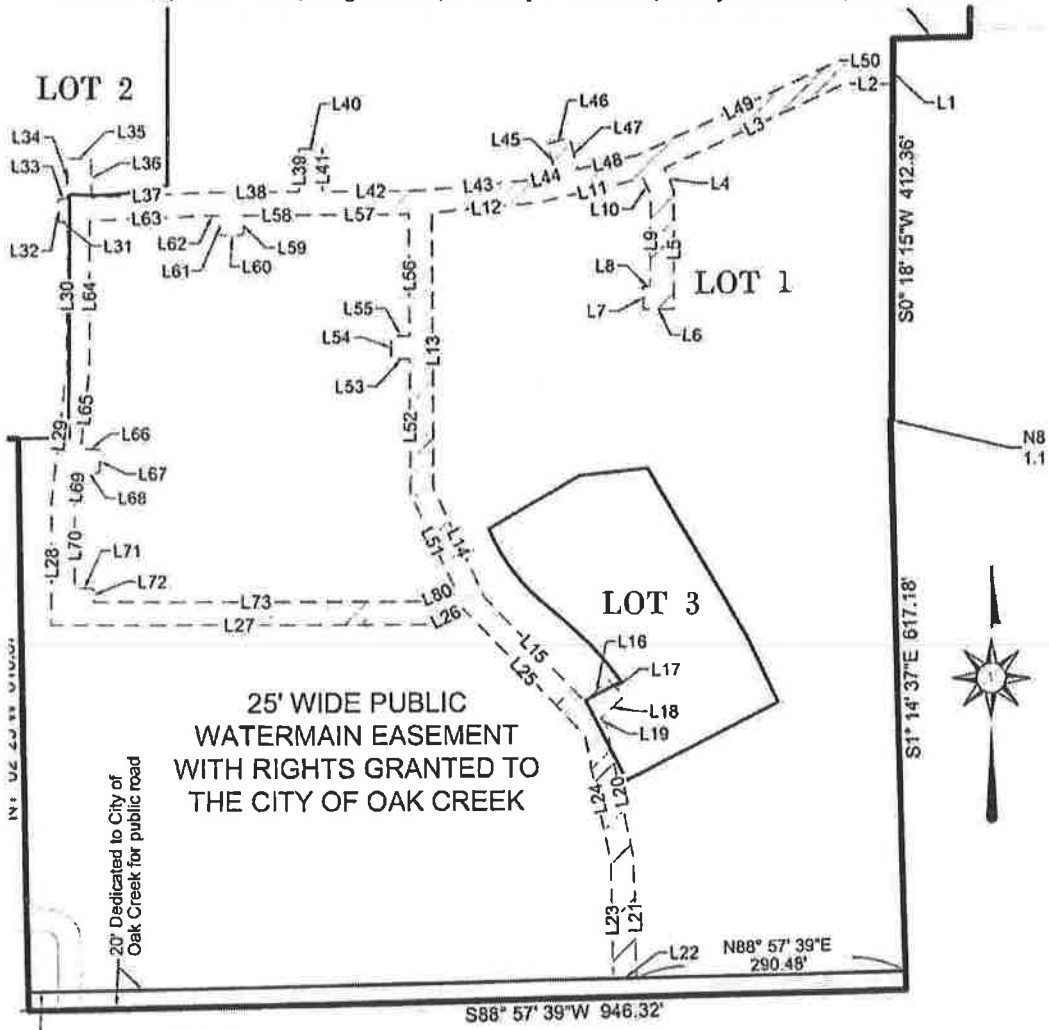
| Wetland Line Table | | |
|--------------------|--------|---------------|
| Line # | Length | Direction |
| L130 | 39.57 | S4° 19' 14"W |
| L131 | 7.57 | S40° 24' 24"E |
| L132 | 25.65 | N88° 55' 07"E |
| L133 | 38.11 | N4° 54' 41"W |
| L134 | 27.91 | N66° 44' 22"E |
| L135 | 14.44 | N20° 33' 13"W |
| L136 | 25.48 | N75° 31' 12"W |
| L137 | 20.39 | S56° 17' 31"W |
| L138 | 13.24 | S14° 08' 36"W |
| L155 | 38.19 | S7° 58' 27"E |
| L156 | 19.49 | N67° 23' 45"E |
| L157 | 44.39 | N56° 47' 40"E |
| L158 | 40.79 | N72° 13' 06"E |
| L159 | 71.18 | S73° 57' 57"E |
| L160 | 34.30 | N81° 59' 13"E |
| L161 | 8.27 | N10° 21' 43"E |
| L162 | 20.95 | N9° 00' 20"W |
| L163 | 39.82 | N58° 18' 49"W |
| L164 | 28.65 | N11° 33' 56"W |
| L165 | 29.34 | N85° 10' 03"W |
| L166 | 36.42 | N14° 07' 11"W |
| L167 | 108.85 | N9° 28' 32"E |
| L168 | 122.65 | N18° 39' 20"W |
| L169 | 152.90 | N30° 32' 00"W |
| L170 | 39.06 | N26° 25' 26"W |
| L171 | 33.15 | N1° 00' 22"E |
| L172 | 36.33 | N3° 42' 01"E |
| L173 | 6.84 | N29° 39' 09"W |
| L174 | 86.32 | S7° 25' 59"W |
| L175 | 17.62 | S10° 40' 32"W |
| L176 | 468.60 | S1° 01' 08"E |

THE SIGMA GROUP
 Single Source. Sound Solutions.
 www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-643-4200
 Fax: 414-643-4210



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DATA TABLE ON SHEET 6

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| Line Table | | |
|------------|--------|---------------|
| Line # | Length | Direction |
| L1 | 25.00 | S0° 16' 15"W |
| L2 | 53.47 | N90° 00' 00"W |
| L3 | 214.03 | S65° 12' 46"W |
| L4 | 25.25 | S24° 47' 14"E |
| L5 | 130.11 | S0° 00' 00"E |
| L6 | 32.73 | N90° 00' 00"W |
| L7 | 25.00 | N0° 00' 00"E |
| L8 | 7.73 | N90° 00' 00"E |
| L9 | 99.62 | N0° 00' 00"E |
| L10 | 19.75 | N24° 47' 14"W |
| L11 | 113.66 | S76° 48' 37"W |
| L12 | 119.62 | S84° 46' 38"W |
| L13 | 298.60 | S0° 25' 08"E |
| L14 | 129.23 | S24° 56' 41"E |
| L15 | 158.08 | S43° 42' 18"E |
| L16 | 34.80 | N46° 17' 42"E |
| L17 | 25.00 | S43° 42' 18"E |
| L18 | 34.80 | S46° 17' 42"W |
| L19 | 8.09 | S43° 42' 18"E |
| L20 | 148.75 | S11° 15' 00"E |
| L21 | 128.59 | S0° 52' 04"E |
| L22 | 25.00 | S88° 57' 39"W |
| L23 | 126.39 | N0° 52' 04"W |
| L24 | 139.20 | N11° 15' 00"W |
| L25 | 190.65 | N43° 42' 18"W |

| Line Table | | |
|------------|--------|---------------|
| Line # | Length | Direction |
| L26 | 40.98 | S65° 03' 19"W |
| L27 | 407.14 | N90° 00' 00"W |
| L28 | 135.03 | N0° 00' 00"E |
| L29 | 141.00 | N6° 11' 28"E |
| L30 | 159.84 | N0° 00' 00"E |
| L31 | 8.52 | S87° 13' 13"W |
| L32 | 25.00 | N2° 46' 47"W |
| L33 | 9.73 | N87° 13' 13"E |
| L34 | 43.31 | N0° 00' 00"E |
| L35 | 26.53 | N89° 27' 29"E |
| L36 | 42.26 | S0° 32' 31"E |
| L37 | 121.77 | N87° 13' 13"E |
| L38 | 103.01 | N89° 29' 49"E |
| L39 | 46.35 | N0° 12' 05"W |
| L40 | 25.00 | N89° 47' 55"E |
| L41 | 46.22 | S0° 12' 05"E |
| L42 | 105.39 | N89° 29' 47"E |
| L43 | 128.78 | N84° 46' 38"E |
| L44 | 20.80 | N78° 29' 29"E |
| L45 | 34.63 | N14° 33' 52"W |
| L46 | 25.00 | N75° 26' 08"E |
| L47 | 35.09 | S14° 33' 52"E |
| L48 | 66.74 | N78° 29' 29"E |
| L49 | 238.82 | N65° 12' 46"E |
| L50 | 59.10 | N90° 00' 00"E |

| Line Table | | |
|------------|--------|---------------|
| Line # | Length | Direction |
| L51 | 111.30 | N24° 56' 41"W |
| L52 | 145.11 | N0° 25' 08"W |
| L53 | 20.54 | N90° 00' 00"W |
| L54 | 25.00 | N0° 00' 00"E |
| L55 | 20.35 | N90° 00' 00"E |
| L56 | 132.90 | N0° 25' 08"W |
| L57 | 105.95 | S89° 29' 47"W |
| L58 | 73.08 | S89° 29' 49"W |
| L59 | 21.21 | S1° 41' 06"E |
| L60 | 25.00 | S88° 18' 54"W |
| L61 | 21.72 | N1° 41' 06"W |
| L62 | 18.87 | S89° 29' 49"W |
| L63 | 124.41 | S87° 13' 13"W |
| L64 | 162.40 | S0° 00' 00"E |
| L65 | 83.33 | S6° 11' 28"W |
| L66 | 21.64 | S87° 11' 27"E |
| L67 | 25.00 | S2° 48' 33"W |
| L68 | 23.12 | N87° 11' 27"W |
| L69 | 32.63 | S6° 11' 26"W |
| L70 | 94.13 | S0° 00' 00"E |
| L71 | 20.56 | N90° 00' 00"E |
| L72 | 14.55 | S0° 00' 00"E |
| L73 | 351.79 | N90° 00' 00"E |
| L80 | 40.20 | N67° 36' 59"E |

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CERTIFIED SURVEY MAP NO. _____

Lots 2, 3 and 4 and vacated public street in Certified Survey Map No. 8230, recorded on April 14, 2010, in Reel 7343 of Certified Survey Maps, as Document No. 9863468, and lands in the Southeast 1/4 of the Southwest 1/4 of Section 10, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
SS
MILWAUKEE COUNTY)

I, Baiba M. Rozite, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped Lots 2, 3 and 4 and vacated public street in Certified Survey Map No. 8230, recorded on April 14, 2010, in Reel 7343 of Certified Survey Maps, as Document No. 9863468, and lands in the Southeast 1/4 of the Southwest 1/4 of Section 10, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the said Southwest 1/4 Section; Thence South 88°57'39" West, 266.92 feet along the South line of said Southwest 1/4 section; Thence North 1°14'37" West, 45.00 feet to the North line of East Drexel Avenue and to the Point of Beginning; Thence South 88°57'39" West, 948.32 feet along said North line to the East line of Lot 1 of said Certified Survey Map No. 8230; Thence North 1°02'25" West, 616.67 feet along said East line to the Northeast corner of said Lot 1; Thence South 88°57'07" West, 629.97 feet along the North line of said Lot 1; Thence North 32°28'36" West, 386.31 feet along the Northeasterly line of said Lot 1 to the beginning of a 1576.12 foot radius non-tangent curve to the right, whose chord bears North 61°53'50" East, 727.17 feet; Thence Northeasterly, 733.78 feet along the arc of said curve to the South line of Parcel 2 of Certified Survey Map No. 5241; Thence North 88°51'02" East, 1228.39 feet along said South line and its Easterly extension; Thence South 0°18'15" West, 250.00 feet; Thence South 88°54'35" West, 83.70 feet; Thence South 0°18'15" West, 412.36 feet along the West line of Certified Survey Map 68 and its Southerly extension; Thence North 88°39'57" West, 1.12 feet; Thence South 1°14'37" East, 617.18 feet along the West line of Certified Survey Map No. 8689 and its Northerly extension to the Point of Beginning.

Said parcel contains 1,663,816 square feet or 38.196 acres of land, more or less.

That I have made the survey, land division, and map by the direction of HSI DREXEL RIDGE, LLC, owners of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and the City of Oak Creek Code of Ordinances in surveying, dividing and mapping the same.



BAIBA M. ROZITE S-2351

9-27-2016



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Milwaukee, WI 53233
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OWNER'S CERTIFICATE

HSI DREXEL RIDGE, LLC, a Wisconsin limited liability company, duly organized and existing under the laws of the State of Wisconsin, as owner, caused the land described on this map to be surveyed, divided and mapped as represented on this map.

HSI DREXEL RIDGE, LLC, as owner, does further certify that this map is required by s. 236.10 or 236.12 to be submitted to the following for approval or objection: The City of Oak Creek.

IN WITNESS WHEREOF, the said HSI DREXEL RIDGE, LLC, owner, has caused these presents to be signed, at Waukesha, Wisconsin, this 27 day of September, 2016.

HSI DREXEL RIDGE, LLC

By: HSI - OAK CREEK PARTNERS, LLC, Manager

By: HSI RT OAK CREEK, LLC, Managing Member

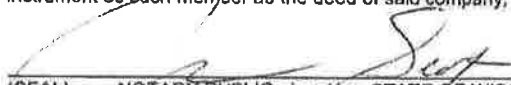

By: RYAN SCHULTZ, MANAGER

STATE OF WISCONSIN)

)SS

MILWAUKEE COUNTY)

Personally came before me this 27 day of September, 2016, the above-named RYAN SCHULTZ, to me known to be the person who executed the foregoing instrument and to me known to be the MANAGER of HSI DREXEL RIDGE, LLC, and acknowledged that he executed the foregoing instrument as such member as the deed of said company, by its authority.


(SEAL) NOTARY PUBLIC signature, STATE OF WISCONSIN

Jacqueline Scott
notary printed name

MY COMMISSION EXPIRES 6-19-2020

JACQUELINE SCOTT
NOTARY PUBLIC
STATE OF WISCONSIN

WISCONSIN
BAIBAM ROZITE
S-2351
MILWAUKEE,
WI
9-27-2016
LAND SURVEYOR



THE SIGMA GROUP
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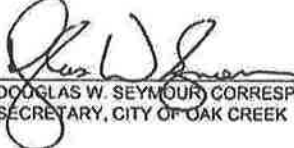
CERTIFIED SURVEY MAP NO. _____

Lots 2, 3 and 4 and vacated public street in Certified Survey Map No. 8230, recorded on April 14, 2010, in Reel 7343 of Certified Survey Maps, as Document No. 9863468, and lands in the Southeast 1/4 of the Southwest 1/4 of Section 10, Town 5 North, Range 22 East, In the City of Oak Creek, County of Milwaukee, State of Wisconsin

CITY OF OAK CREEK PLAN COMMISSION CERTIFICATE OF APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE CITY OF OAK CREEK ON THIS 9th DAY OF August, 2016.

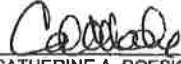

STEPHEN SCAFFIDI, CHAIRMAN
CITY OF OAK CREEK


DOUGLAS W. SEYMOUR, CORRESPONDING
SECRETARY, CITY OF OAK CREEK

CITY OF OAK CREEK COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED AND ACCEPTED BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK ON THIS 4th DAY OF October, 2016, BY RESOLUTION NO. 11746 - 100416.


STEPHEN SCAFFIDI, MAYOR
CITY OF OAK CREEK


CATHERINE A. ROESKE, CLERK
CITY OF OAK CREEK

THE SIGMA GROUP
Single Source. Smart Solutions.
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PROJECT NUMBER 15575 DRAFTED BY S. ROZITE 9-27-2016



Sheet 9 of 9

**MINUTES
LICENSE COMMITTEE
June 9, 2017 at 8:15 a.m.**

1. The meeting was called to order at 8:20 a.m.
2. On roll call, the following committee members were present: Ald. Duchniak, Ald. Gehl, and Ald. Kurkowski. Also in attendance was City Clerk Catherine Roeske and Deputy City Clerk Christa Miller.
3. Ald. Gehl, seconded by Ald. Duchniak, moved to approve the minutes of 4/27/17 and 5/10/17. On roll call, all voted aye.
4. The Committee reviewed the special event application for the 4th of July event to be held on July 4, 2017 from 8:00 a.m. to 11:00 p.m. Ald. Gehl, seconded by Ald. Duchniak, moved to approve the special event application for the 4th of July event to be held on July 4, 2017, from 8:00 a.m. to 11:00 p.m. On roll call, all voted aye.
5. The Committee reviewed the special event application for the American Diabetes Association – Tour de Cure event to be held on July 22, 2017, from 8:00 a.m. to 3:00 p.m. Ald. Duchniak, seconded by Ald. Gehl, moved to approve the special event application for the American Diabetes Association – Tour de Cure event to be held on July 22, 2017, from 8:00 a.m. to 3:00 p.m.

Ald. Kurkowski, seconded by Ald. Duchniak, moved to adjourn the meeting at 8:29 a.m. On roll call, all voted aye.