



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

## COMMON COUNCIL MEETING AGENDA

TUESDAY, JULY 18, 2017

7:00 P.M.

Daniel Bukiewicz - Mayor  
Steven Kurkowski - 1<sup>st</sup> District  
Greg Loreck - 2<sup>nd</sup> District  
Richard Duchniak - 3<sup>rd</sup> District  
Michael Toman - 4<sup>th</sup> District  
Kenneth Gehl - 5<sup>th</sup> District  
Chris Guzikowski - 6<sup>th</sup> 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: 6/20/17

### Recognition

4. **Resolution:** Consider Resolution No. 11821-071817, Resolution of Appreciation to Peggy Dlapa, retiring Administrative Support Assistant (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. **Rezone:** Consider a request by Michael Frede, VentureSpace, LLC, to rezone the properties at 1901 and 1941 E. Rawson Ave., from B-4, Highway Business and A-1, Limited Agricultural to LM-1, Light Manufacturing (1<sup>st</sup> District).
6. **Ordinance:** Consider Ordinance No. 2860, rezoning the properties at 1901 and 1941 E. Rawson Ave. from B-4, Highway Business and A-1, Limited Agricultural to LM-1, Light Manufacturing District (1<sup>st</sup> District).

### Old Business

7. **Resolution:** Consider Resolution No. 11824-060617, approving a Certified Survey Map for the properties at 1901 and 1941 E. Rawson Ave., Michael Frede, VentureSpace, LLC (held 6/6/17) (1<sup>st</sup> District).

## New Business

8. **Resolution:** Consider Resolution No. 11835-071817, a Resolution Authorizing the Issuance and Sale of \$2,900,000 Taxable General Obligation Refunding Bonds, Series 2017B (by Committee of the Whole).
9. **Resolution:** Consider Resolution No. 11839-071817, approving an Amendment to the Memorandum of Understanding between the City of Oak Creek and HSA Commercial Real Estate and/or Assigns (610 W. Rawson Ave., 7001 S. 6<sup>th</sup> St., and 7045 S. 6<sup>th</sup> St.)(1<sup>st</sup> District).
10. **Motion:** Consider a motion to approve the June 28, 2017 Vendor Summary Report in the amount of \$344,571.14 (by Committee of the Whole).
11. **Motion:** Consider a motion to approve the July 12, 2017 Vendor Summary Report in the amount of \$1,787,608.89 (by Committee of the Whole).

## HEALTH

12. **Motion:** Consider a motion to concur with the recommendation of the Personnel Committee and the Mayor's appointment of Anne Barberena as Interim Community Public Health Officer until the appointment of a Community Public Health Officer (by Committee of the Whole).

## COMMUNITY DEVELOPMENT

13. **Resolution:** Consider Resolution No. 11837-071817, approving a Certified Survey Map for Mike and Carrie Murphy for the property at 10855 S. 10<sup>th</sup> Street (4<sup>th</sup> District).
14. **Resolution:** Consider Resolution No. 11840-071817, approving an easement for pedestrian cross access with the Drexel Hotel Group, Inc., the City of Oak Creek, and The Waters of Oak Creek, LLC, for the property at 7980 S. Market St.(2<sup>nd</sup> District).

## ENGINEERING

15. **Resolution:** Consider Resolution No. 11838-071817, approving a storm water management practices maintenance agreement with the Wisconsin Electric Power Company for their administration building and warehouse development at 10770 S. Chicago Rd. (Tax Key No. 966-9999-002) (4<sup>th</sup> District).

## LICENSE COMMITTEE

The License Committee met on June 11, 2017. Minutes are attached.

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

16. **Motion:** Consider a motion to grant an Operator's license to the following (*favorable background report received*):
  - Logan A. Byrns, 9112 W. Dixon St., Milwaukee (Pick 'n Save)
  - Sarah M. Kirchner, 6212 S. 20<sup>th</sup> St., Milwaukee (Pick 'n Save)
  - Ryan D. Lukaszewski, 5050 S. 58<sup>th</sup> St., Greenfield (Pick 'n Save)
  - Naomi P. Villalobos, 1326 Blaine Ave., Racine (Pick 'n Save)
  - Madison J. Henningfeld, 9102 Dunkelow Rd., Franksville (Pick 'n Save)

- Frances I. Herka, 2500 W. College Ave., Milwaukee (Pick 'n Save)
- Donald J. Rodriguez, 3530 E. Tesch, St. Francis (Pick 'n Save)
- Molly J. Delforge, 2167 S. 80<sup>th</sup> St., West Allis, WI (Meijer)
- Dana M. Blaubach, 10584 W. Cortez Cir., Franklin (Jim Dandy's)
- Jai R. Jensen, 5210 Ruby Ave., Racine (Pick 'n Save)
- Michael J. Wall, 5642 S. 110<sup>th</sup> St., Hales Corners (Kwik Trip)
- Claire A. Brzenk, 4214 Tumbleweed Ln., Greendale (Aldi)
- Jordan A. Schaar, 3120 S. 35<sup>th</sup> St., Milwaukee (Meijer)
- Linda M. Panfil, 4433 S. 15<sup>th</sup> St., Milwaukee (Legion)
- Matthew J. Kozlowski, 3800 E. Munkwitz Ave., Cudahy (Pizza Man)
- Alexandria G. Torres, 8485 S. Woodvale Dr., Oak Creek (South Shore Cinema)
- Mary M. Olszewski, 2763 S. 76<sup>th</sup> St., West Allis (Victor's Again)

17. **Motion:** Consider a *motion* to grant a 2017-18 Class B Combination alcohol license to Shawn Utphall, Agent, Sidetracked, LLC, dba Sidetracked, 823 W. Oakwood Rd. (fka Tracy Rae's), with release of license subject to final inspections and receipt of license fee.
18. **Motion:** Consider a *motion* to grant a change of agent to Aldi Inc. (Wisconsin) dba Aldi #01, 6810 S. 27<sup>th</sup> Street, from Nancy L. Baker to James J. Baade, 3843 N. 86<sup>th</sup> St., Milwaukee (favorable background report received).
19. **Motion:** Consider a *motion* to grant a Transient Merchant license to Grumpy's, LLC, 1724 Spring Place, Racine, selling pre-packaged ice cream products, and to the following salesperson (favorable background report received):
- Michael Millard, 1223 Monroe Ave., South Milwaukee
20. **Motion:** Consider a *motion* to grant a Temporary Class "B" Beer/Class "B" Wine license, with a waiver of fees, to Bill Krueck, Agent on behalf of the Oak Creek OJ's for the Oak Creek OJ's 50<sup>th</sup> Annual Softball Tournament to be held at Shepard Hills east and west softball fields on August 5-6, 2017 (rain dates August 12-13, 2017).

## **MISCELLANEOUS**

21. **Motion:** Consider a *motion* to convene into Closed Session pursuant to Wisconsin State Statutes, Section 19.85 (1)(e) to discuss the terms of a proposed development agreement, including a TIF incentive grant, for property owned by Woodman's Food Market, Inc., consisting of approximately four acres located at 8142 S. 6<sup>th</sup> Street.
22. **Motion:** Consider a *motion* to reconvene into Open Session.
23. **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. 6<sup>th</sup> 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

**RESOLUTION NO. 11821-071817**

**RESOLUTION OF APPRECIATION  
TO  
PEGGY DLAPA**

WHEREAS, PEGGY DLAPA began her employment with the City of Oak Creek on June 16, 1998 as a full-time Clerk/Matron with the Oak Creek Police Department, and

WHEREAS, on January 1, 2009, PEGGY DLAPA transferred to the Clerk's office at City Hall as a Clerk Secretary and on September 1, 2016, transferred to the newly designed Administrative Support Team as an Administrative Support Assistant; and

WHEREAS, upon transferring to City Hall, PEGGY DLAPA was integral in the many elections held in the City, involving our citizen's most important right – the right to vote; and

WHEREAS, throughout her years of service, both at the Oak Creek Police Department and at City Hall, PEGGY DLAPA has carried out her duties as Clerk/Matron, Clerk Secretary and Administrative Support Assistant in a professional and courteous manner and has always worked with city department heads, employees, boards and commission members, and the public in a warm, friendly, and helpful manner; and

WHEREAS, PEGGY DLAPA, is well known for her work ethic and dedication to the City and has been an outstanding representative of the City of Oak Creek; and

WHEREAS, after 19 years and one month of dedicated service to the City of Oak Creek, PEGGY DLAPA is retiring effective July 10, 2017; and

WHEREAS, PEGGY DLAPA, will be truly missed by all with whom she has had contact with over the last 19 years, and the City of Oak Creek has benefitted tremendously from PEGGY DLAPA'S tireless dedication and many contributions.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek, for and on behalf of the citizens of the City of Oak Creek, that sincere appreciation and gratitude be extended to PEGGY DLAPA for her many years of dedicated and faithful service to the City of Oak Creek and that the best wishes for good health and happiness be extended to PEGGY DLAPA and her family on her retirement.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and that the City Clerk is hereby directed to transmit a suitable copy thereof to PEGGY DLAPA.

Passed and adopted this 18th day of July, 2017.

\_\_\_\_\_  
Kenneth Gehl, Common Council President

\_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

Vote: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

OFFICIAL NOTICE

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

**PURPOSE:** The purpose of this public hearing is to consider a request by Michael Frede, VentureSpace, LLC, to rezone the properties at 1901 & 1941 E. Rawson Ave. from B-4, Highway Business and A-1, Limited Agricultural to LM-1, Light Manufacturing.

**Hearing Date:** July 18, 2017 (rescheduled from June 20, 2017)  
**Time:** 7:00 PM  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> St.  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** Michael Frede, VentureSpace, LLC  
**Property Owner:** Russell J. Beaumont  
**Property Location:** 1901 & 1941 E. Rawson Ave.  
**Tax Key(s):** 768-9015-000 & 768-9014-000

**Legal Description:**

Parcel A: Tax Key No: 768-9015 Address: 1901 E. Rawson Ave.

Lot 2 of Certified Survey Map No. 8055, recorded on June 16, 2008 as Document No. 9613456, being a redivision of parcel 1 and Parcel 2 of Certified Survey Map No. 6023, being a part of Section 10, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

Parcel B: Tax Key No: 768-9014 Address: 1941 E. Rawson Ave.

Lot 1 of Certified Survey Map No. 8055, recorded on June 16, 2008 as Document No. 9613456, being a redivision of Parcel 1 and Parcel 2 of Certified Survey Map No. 6023, being a part of Section 10, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

The Common Council has scheduled other public hearings for July 18, 2017 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: June 8, 2017  
CITY OF OAK CREEK COMMON COUNCIL  
By: Daniel J. Bukiewicz, Mayor

**PUBLIC NOTICE**

PLEASE NOTE: Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, preferable a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, or by writing to the ADA Coordinator at the Health Department, City Hall, 8040 South 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.

# City of Oak Creek Common Council Report

**Meeting Date:** July 18, 2017

**Item No.:** 6

**Recommendation:** That the Common Council adopts Ordinance No. 2860, rezoning the properties at 1901 & 1941 E. Rawson Ave. from B-4, Highway Business and A-1, Limited Agricultural to LM-1, Light Manufacturing District.

**Background:** At the May 23, 2017 meeting, following extensive discussion and public comment, the Plan Commission recommended Common Council approval of rezoning the properties above to LM-1, Light Manufacturing District. Two potential developments were included in the submitted narrative as part of the application: a self-service storage facility on one lot, and a commercial condominium facility on the other lot. A CSM to reconfigure the two properties was held at the June 6 Common Council meeting, but is included on tonight's agenda for further consideration.

At present, the properties have a split zoning. The property at 1941 E. Rawson Avenue is zoned B-4, Highway Business (the area shown in red on the location map). The northerly (app.) 580 feet of the property at 1901 E. Rawson Avenue is also zoned B-4, but the southerly 335 feet is zoned A-1, Agricultural (the area shown in green on the location map.)

Existing parcels in the vicinity are zoned for residential, commercial, and agricultural uses. The LM-1, Light Manufacturing district is intended to bridge the gap between the B-4, Highway Business and M-1, Manufacturing districts, providing an opportunity for limited-scale developments that are appropriate for the area. A copy of the Zoning Code for that District is included in this packet for Council reference. Originally, the Applicant requested that the parcels be rezoned to M-1, Manufacturing as that was the only zoning district that allowed self-storage at the time of application. Since the parcels under review are currently zoned B-4, and considering the mix of zoning in the area, staff determined that the proposal to rezone the properties to LM-1, Light Manufacturing is more appropriate than the original request for M-1, Manufacturing zoning. With the Applicant's concurrence, the request was modified to LM-1, Light Manufacturing.

The adopted comprehensive plan identifies this area along east Rawson Avenue as Planned Business. It also designates the area to the south as Planned Office. The LM-1 zoning district was not in place at the time the comprehensive plan was adopted. Given that the proposed LM-1, Light Manufacturing zoning is a hybrid classification that 'bridges the gap between commercial and manufacturing zoning districts, a case could be made that the proposed zoning is consistent with the adopted comprehensive plan.

Both of the potential future developments cited in the Development Concept narrative – a self-service storage facility and a commercial condominium facility – would need Conditional Use Permit approvals prior to site and building plan approvals. The Applicant

has informed staff that each development will be separately owned, and each owner would apply for their respective Conditional Use Permit. Although not required, it would be typical for a developer to present conceptual plans as part of a rezoning request, especially knowing that a conditional use permit would ultimately be required. In this case the applicant has chosen not to submit conceptual development plans for either the proposed commercial condominium or self-storage portions of the property. This makes it more difficult for staff, the Commission and Council to gauge the impact of the rezoning request. Absent this information, it must be presumed that any permitted use in the LM-1 zoning district may be developed on these properties.

During the Plan Commission's review of the rezone request, several residents expressed concerns ranging from process to aesthetic concerns to proximity to residential properties, safety, and details for any proposed developments. A copy of the meeting minutes is included in this packet for Council reference.

**Fiscal Impact:** Approval of this zoning change would allow for the future redevelopment of the properties for uses in the LM-1, Light Manufacturing District. While the zoning change will not have a direct fiscal impact, and the lots are currently developed with a tree nursery, future redevelopment of each lot would have positive fiscal impacts for the City in terms of taxes and impact fees (\$0.43/sf - \$0.63/sf). No detailed plans have been submitted for development of either lot, so accurate estimates for the fiscal impact cannot be made at this time.

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

ORDINANCE NO. 2860

By: \_\_\_\_\_

AN ORDINANCE TO REZONE THE PROPERTIES AT 1901 AND 1941 E. RAWSON AVE. FROM B-4, HIGHWAY BUSINESS AND A-1, LIMITED AGRICULTURAL TO LM-1, LIGHT MANUFACTURING DISTRICT

(1<sup>st</sup> Aldermanic District)

WHEREAS, VENTURESPACE, LLC has applied for a rezoning of the properties located at 1901 and 1941 E. Rawson Ave. (Tax Key Nos. 768-9015-000 & 768-9014-000) from B-4, Highway Business and A-1, Limited Agricultural to LM-1, Light Manufacturing District.

WHEREAS, the properties are more precisely described as follows:

Parcel A: Tax Key No: 768-9015 Address: 1901 E. Rawson Ave.

Lot 2 of Certified Survey Map No. 8055, recorded on June 16, 2008 as Document No. 9613456, being a redivision of parcel 1 and Parcel 2 of Certified Survey Map No. 6023, being a part of Section 10, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

Parcel B: Tax Key No: 768-9014 Address: 1941 E. Rawson Ave.

Lot 1 of Certified Survey Map No. 8055, recorded on June 16, 2008 as Document No. 9613456, being a redivision of Parcel 1 and Parcel 2 of Certified Survey Map No. 6023, being a part of Section 10, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

WHEREAS, the Plan Commission reviewed the application and recommended that the rezoning be approved; and

WHEREAS, the Common Council held a public hearing on said application on July 18, 2017, at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing and with the favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved; and

WHEREAS, following said public hearing and upon favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved for the lands hereinabove described.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands hereinabove described are hereby rezoned from B-4, Highway Business and A-1, Limited Agricultural to LM-1, Light Manufacturing District, and the Zoning Map of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.



SECTION 2: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 3: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 4: The rezoning shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.

Passed and adopted this 18<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
President, Common Council

Approved this 18<sup>th</sup> day of July, 2017.

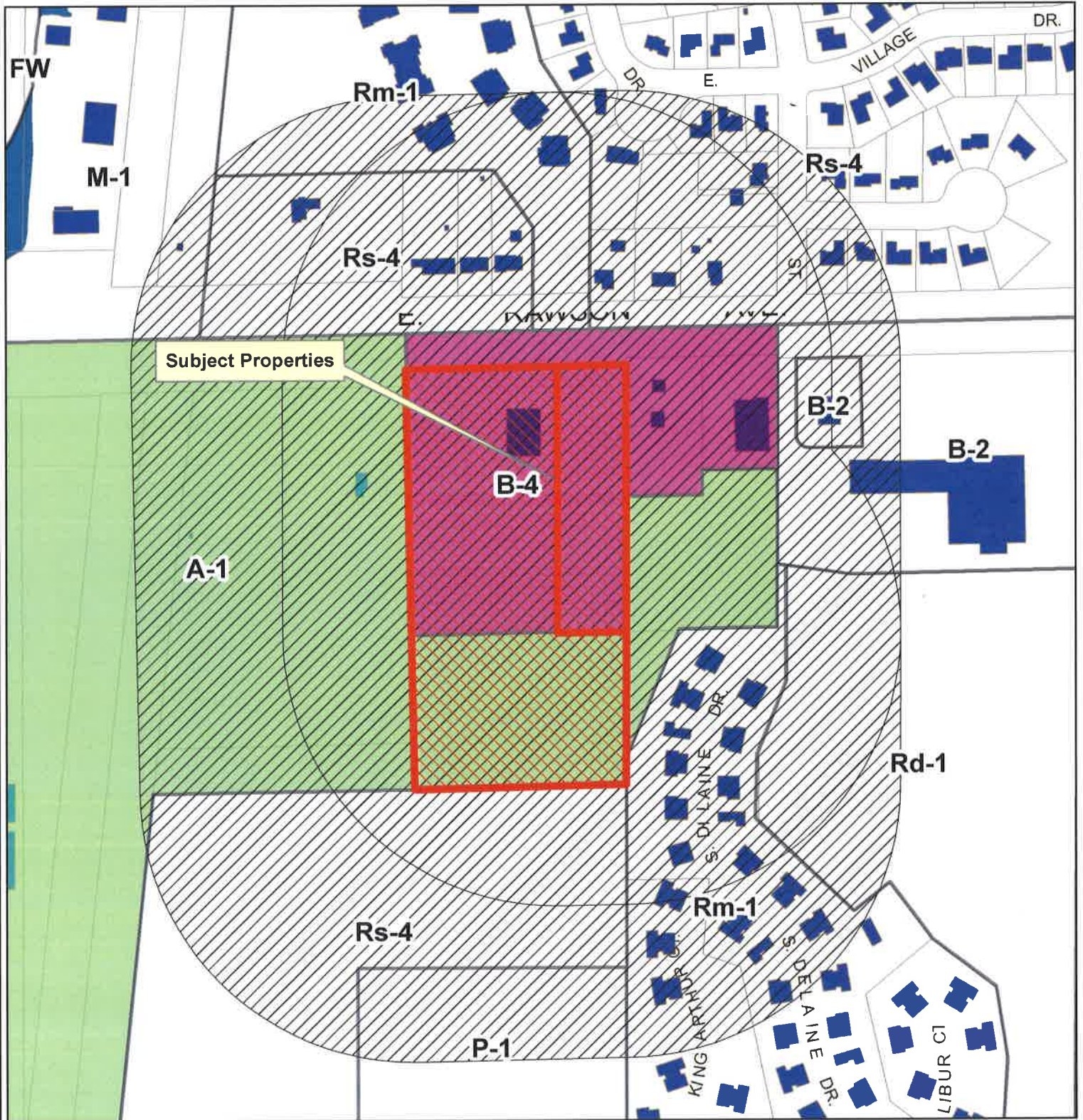
\_\_\_\_\_  
Mayor

ATTEST:

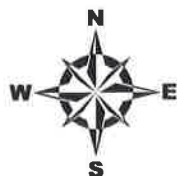
\_\_\_\_\_  
City Clerk

VOTE:      Ayes \_\_\_\_\_      Noes \_\_\_\_\_

# Expanded Notification Map 1901 & 1941 E. Rawson Ave.



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



Department of Community Development

Legend			
	1901 & 1941 E. Rawson Ave.		B-4
	Notice - Buffer 600 ft		DTSMUPDD
Zoning Districts			ER
CODE1			FW
A-1			I-1
B-1			M-1
B-2			P-1
B-3			RS-2
			Rd-1
			Rm-1
			Rs-1
			Rs-2
			Rs-3
			Rs-4
			Rs-5

# VentureSpace

## Development Concept

**VentureSpace** is proposing to facilitate the development of the 10-acre property located at 1901-1941 East Rawson Avenue in Oak Creek, Wisconsin. The concept is to create a revised two-lot Certified Survey Map (CSM), with each lot having a unique use. The proposed lot uses are described below.

The property is currently zoned B4 on its northern half and A1 on its southern half. We are proposing to change the zoning to LM1 for the entire property.

We are requesting the City of Oak Creek review and approve the proposed CSM (attached) and changing the zoning. We are not requesting approval of any development plans at this time. Those requests will be provided independently.

**Commercial Condominiums** – VentureSpace is considering development of Lot 2 with commercial condominium units, a unique real estate ownership and investment opportunity for businesses and individuals. These customizable, multi-use spaces are cost-competitive with renting similar commercial space, in sizes that are not readily available for purchase in the marketplace. Each duplex building includes two 1,500-square foot units, with large overhead doors, and an option for an office, bathroom, and more. We were involved in building similar units in Delafield, and currently have an approved project in Sussex. For more information, please visit our website at [www.venturespace.us](http://www.venturespace.us).

**Self-Storage** – Lot 1 is proposed to be purchased by a local self-storage developer. The proposed facility will include an estimated 400 ambient and climate-controlled units. The unit sizes may range from 10' x 10' to 12' x 35'. The storage units will be managed by a full-time manager in an on-site office. The facility will have a full security system, including fencing, access-controlled gate, and video surveillance. The buyer has substantial experience constructing self-storage facilities in Southeastern Wisconsin.

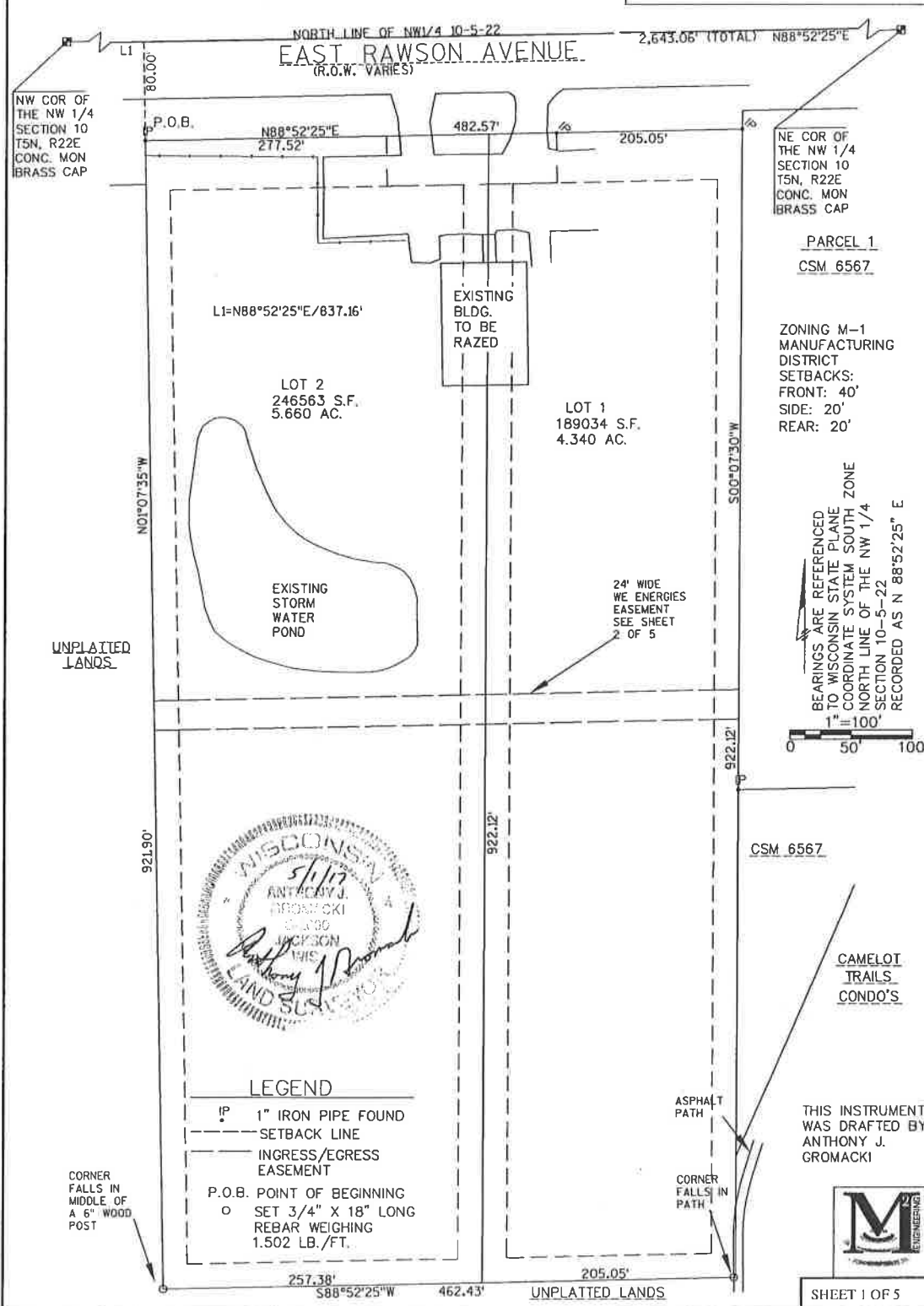
**Schedule** – The self-storage developer is hoping to purchase Lot 1 and initiate construction in September 2017. VentureSpace is projecting to begin construction in the spring of 2018.

Thank you for your time and consideration. We look forward to discussing our plan and your thoughts.

W330 N4191 Lakeland Drive  
Nashotah, WI 53058  
Phone: (414) 573-0519  
[www.venturespace.us](http://www.venturespace.us)

**CERTIFIED SURVEY MAP NO.**

A REDIVISION OF LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO. 8055, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



# LIGHT MANUFACTURING ZONING DISTRICT

## SEC. 17.03170 LM-1 LIGHT MANUFACTURING ZONING DISTRICT

The LM-1, Light Manufacturing District is intended to provide for a mix of low-impact (of a limited nature and size) manufacturing, industrial, wholesaling, limited warehousing, research and development, engineering and testing, and related service facilities and uses which occur within enclosed buildings, and which will not have an adverse effect upon the district in which the use is located.

### (a) Definitions:

- (1) **Business Accelerator.** Organizations that provide cohorts of selected nascent ventures seed-investment, usually in exchange for equity, and limited-duration educational programming, including extensive mentorship and structured educational components. These programs typically culminate in “demo days” where the ventures make pitches to an audience of qualified investors (International Economic Development Council. Accelerating Success: Strategies to Support Growth-Oriented Companies (pdf). 2012, pg. 11.)
- (2) **Business Incubator.** A mechanism used to encourage and support young companies until they become viable. These are typically multitenant buildings developed by local economic development entities to help “grow” new businesses by providing them with inexpensive space and common business services (International Economic Development Council).
- (3) **Incubator (alternate definition).** A space, building, or facility dedicated for providing technical, financial, managerial, technological, legal, and other support or assistance to start-up and/or growing businesses.
- (4) **Light Manufacturing.** The manufacturing, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing and custom manufacturing, provided all manufacturing activities are contained entirely within a building and noise, odor, smoke, heat, glare, and vibration resulting from the manufacturing activity are confined entirely within the building.
- (5) **Self-Service Storage / Mini-Warehouse.** A facility consisting of a building or a group of buildings where individual units are

leased or rented to the general public for dead storage. The use of the premises shall be limited to storage only, and shall not be used for any auction (except where required by law), sales (except as provided below), or any other commercial or industrial activity; for the assembly, fabrication, processing, servicing, or repair of any vehicle, boat, trailer, appliance, or similar item; for practice (music) rooms, meeting rooms, residential purposes, or kennels; or for the operation of power tools, compressors, kilns, spray painting equipment, table saws, lathes, welding equipment, or other similar equipment. Limited sales to tenants of products and supplies incidental to the principal use (e.g., packing materials, identification labels, rope, locks, tape, etc.) may be allowed within the retail/leasing office as approved by the Plan Commission. The storage of combustible or flammable liquids, combustible or explosive materials, salvage or toxic/hazardous materials are expressly prohibited.

### (b) Permitted uses

- (1) Assembly, production, or manufacture, from previously prepared materials & packaging, of the following:
  - a. Apparel, buttons, findings, fabrics, footwear, and related products.
  - b. Blank books, loose-leaf binders, binding devices, envelopes, greeting cards/stationery, packaging products.
  - c. Brooms and brushes.
  - d. Canvas, flags/pennants, and related products.
  - e. Communications equipment.
  - f. Dental, ophthalmic (including lenses), orthopedic, prosthetic, and surgical instruments/equipment and supplies.
  - g. Earthenware, table, and kitchen articles (excluding appliances or electronics).
  - h. Electric lighting and wiring equipment.
  - i. Engineering, laboratory, scientific, and research instruments and related equipment.
  - j. Furniture.
  - k. Garage doors.
  - l. Handbags and other personal leather goods (excluding hide processing and dyeing).
  - m. Jewelry.
  - n. Lamp shades, venetian blinds/shades, curtains, and draperies (excluding dyeing).
  - o. Luggage.
  - p. Measuring and control devices.

- q. Musical instruments and parts.
  - r. Pens, pencils, and other office and artist materials.
  - s. Photographic equipment and supplies.
  - t. Printing, publishing, silkscreening, signs, advertising display products.
  - u. Toys, amusement, sporting, and athletic goods.
  - v. Watches, clocks, clockwork operated devices and parts.
- (2) Establishment/location of:
- a. Laboratories (research and product development, engineering and testing).
  - b. Office (professional, administrative, computing).
  - c. Photography – studios and developing.
- (c) Permitted accessory uses:
- (1) Garages used for storage of vehicles used in conjunction with the operation of the business.
  - (2) Off-street parking and loading areas used in conjunction with the operation of the business.
  - (3) Solar collectors attached to and serving only the principal structure.
- (d) Conditional uses:
- (1) Animal hospitals and boarding kennels, provided that any outdoor animal facilities are located not less than 300 feet from a residential district.
  - (2) Breweries, distilleries, wineries that meet the following:
    - a. Maximum building size – 20,000 gross square feet.
    - b. Maximum retail / tasting area - 50% of building.
  - (3) Business parks (excluding manufacturing, distribution/freight/shipment terminals/depots/yards, and outdoor storage).
  - (4) Commercial bakery/food production (excluding animal processing).
  - (5) Commercial greenhouses.
  - (6) Commercial service facilities, such as restaurants, financial institutions, and clinics.
  - (7) Contractor's offices and shops without outdoor storage.
  - (8) Flavor extracts and syrups.
  - (9) Hotels and motels.
  - (10) Incubator or accelerator facilities.
  - (11) Indoor commercial recreation facilities.
  - (12) Light manufacturing parks (excluding distribution/freight/shipment terminals/depots/yards, and outdoor storage).
  - (13) Pharmaceutical processing.
  - (14) Research/Science Parks.
  - (15) Retail or wholesale operations.
  - (16) Self-service storage facilities (mini-warehouses) that meet the following:
    - a. No outdoor storage, including, but not limited to vehicles, trailers, retail merchandise.
    - b. No units are used for
      - i. Assembly, fabrication, processing, servicing, or repair of any kind, including, but not limited to vehicles, boats, trailers, appliances, and items for sale.
      - ii. Service or sale of any kind, including, but not limited to auctions, retail sales, flea markets, or commercial or industrial activity.
      - iii. The establishment of a transfer and storage business.
      - iv. Practice or meeting spaces.
      - v. Residential or living spaces.
      - vi. Kennels or animal day-care/recreation facilities.
      - vii. Storage of combustible/flammable, explosive, salvage, or toxic/hazardous materials.
      - viii. The operation of power tools, compressors, kilns, spray painting equipment, table saws, lathes, welding equipment, or other similar equipment.
    - c. Limited sales to tenants of products and supplies incidental to the principal use (e.g., packing materials, identification labels, rope, locks, tape, etc.) may be allowed within the retail/leasing office as approved by the Plan Commission.
    - d. Except where approved as part of an overall redevelopment project for a parcel, no existing multitenant commercial/retail building shall be used for self-service storage (mini-warehouse) facilities.
    - e. Overhead/storage bay doors shall not face any abutting residential property / residential zoning district line. The Plan Commission may allow overhead/storage bay doors to face a public street or right-of-way as a modification ONLY:
      - i. If a ¾ majority vote of those Commissioners present at a meeting approves of the orientation; AND
      - ii. If it is proven to the satisfaction of the Plan Commission that no practical alternative exists; AND
      - iii. If screening through vegetation, architectural walls, fencing, or a combination thereof is approved; AND

- iv. If supplemental design elements or improvements are incorporated into the project which compensate for the modification.
  - f. All other applicable requirements as defined in the Municipal Code.
- (e) Lot area and width. Lots shall have a minimum area of 1 acre (43,560 square feet), and shall not be less than 150 feet in width. Lots shall provide sufficient area and width for the principal structure(s) and its accessory structures, off-street parking and loading areas, required setbacks and buffer yards, and minimum green/open space areas.
- (f) Building height and area:
  - (1) No principal building or parts of a principal building shall exceed fifty (50) feet in height. No accessory building shall exceed seventeen (17) feet in height, subject to regulations and permitting requirements under the jurisdiction of the Federal Aviation Administration and Milwaukee County.
  - (2) The sum total of the floor area on all floors of the principal building and all accessory buildings shall not exceed sixty (60) percent of the lot area.
- (g) Building setbacks and yards:
  - (1) There shall be a minimum front setback of thirty (30) feet from the right-of-way of all public streets.
  - (2) There shall be a side setback on each side of not less than fifteen (15) feet.
  - (3) There shall be a rear setback of not less than twenty-five (25) feet.
  - (4) Side and rear setbacks shall not be less than thirty (30) feet to a residential, institutional, or park district line, and subject to buffer requirements in Section 17.0205(d).
- (h) Loading. All provisions of Section 17.0402 of the Municipal Code are applicable to this subsection.
- (i) Parking. In addition to the provisions of Sections 17.0403 and 17.0404 of the Municipal Code, the following shall apply in the LM-1, Light Manufacturing District:
  - (1) Setbacks as established for the M-1, Manufacturing District shall apply.
  - (2) Buffers, landscape areas and screening for parking lots shall be approved by Plan Commission.
  - (3) Parking for self-service storage/mini-warehouse premises shall be in accordance with the following:
    - a. (1) space per employee;
    - b. (1) space per 1,000 gross square feet of retail/leasing office space;
    - c. (1) space for every 10 units for interior/controlled-access buildings. Units

accessed via exterior overhead/roll-up doors may count one (1) space in front of each unit as a parking stall. All travel aisles and emergency access areas shall remain completely unobstructed at all times.

- (4) The Plan Commission may modify these requirements in accordance with Section 17.0404.
- (j) Site plan and architectural review. All provisions of Section 17.1009 of the Municipal Code are applicable to this subsection.
- (k) Landscaping. All provisions of Sections 17.1010 and 17.0205 of the Municipal Code are applicable to this subsection.

*Ordinance #2848 A 4/3/17 Sec. 17.03170*

**MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, MAY 23, 2017**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Dickmann, Commissioner Johnston, Commissioner Carrillo, Commissioner Loreck, Alderman Guzikowski, Commissioner Correll, Commissioner Siefert, and Commissioner Chandler. Also present: Kari Papelbon, Planner; Pete Wagner, Planner/Zoning Administrator.

*(Note: the following items are excerpted from the complete meeting minutes.)*

**REZONE  
VENTURESPACE, LLC  
1901 AND 1941 E. RAWSON AVENUE  
TAX KEY NOS. 768-9014 AND 768-9015**

Planner Papelbon provided an overview of the proposal to rezone the properties from B-4, Highway Business to LM-1, Light Manufacturing (see staff report for details).

Lonnie Benning, 7254 S. Delaine Dr., president of the Camelot Trails Condominium Association. She represents 90 homeowners and the Board. Twelve of the homeowners look directly on or face this lot on the east side at the southeastern end. She stated that one of her concerns is anything that will impact their streets. It doesn't appear that it would, but she would like that clarified. The other concern is light/noise pollution, and buffers. What type of lights are going in here? What is the acreage? How many buildings? What are the hours? She stated there is no reason in this area that they need to go to any type of manufacturing, light manufacturing or other. Everything has been B-4 or Agricultural. It is all service businesses, restaurants and this area abuts the Camelot Park.

Ms. Benning stated that there is a lot of M-1 and LM-1 in the City already. Planner Papelbon responded that LM-1 is intended to be a bridge between the B-4 Highway Business District and the Manufacturing District. It is a new district designation. It is meant to serve the gap providing for some uses in the area that would not necessarily be allowed in the B-4 District, but also the City did not feel there would be a lot of uses in the M-1 district that would be appropriate. It does allow for self-storage facilities, which is one of the proposals here. It does allow for something like research parks, office parks. This will not be heavy manufacturing. There is no proposal right now that shows any site layout for these two. Right now, they are asking for a rezone. Another item on the agenda is a certified survey map to divide the properties. Usually when a conditional use permit is applied for, they have a site plan or preliminary concept for what the proposal is.

Ms. Benning stated there are a great many homes on the other side directly across on Rawson. She does not understand why they would go to light manufacturing in this area. Right now there are service areas, restaurants and those have all worked out just fine. For something to be accessible 24 hours a day in the backyards of these homes with lights on, and there isn't a lot of room for buffers. They would certainly be asking for a large buffer area. When it comes to noise and light and 24-hour access, this is not what has been in that area. This is a highly dense area. Mayor Bukiewicz stated that the



property owner is the one that requested the change in zoning. Ms. Benning stated that they are definitely opposed.

Planner Papelbon stated that anybody can request a rezone be reviewed by the Plan Commission. They have proposed a self-storage facility. They don't have a layout, but they do have a proposal for the commercial condo property. Both of those are approved uses in the district for which they are requesting the rezone. From that perspective, they are requesting something that would be compliant with the rezone request. The conditional use permit usually goes along with that so that the City has more of an accurate picture of what the request is going to be and how it will look. They have chosen to separate those requests, so this is the procedure for going forward with a rezone.

Paul McBride, RFP Commercial, 330 E. Kilbourn Avenue, Milwaukee, WI stated he is working with the sellers on this as a broker. They have been trying to sell this for over two years and have tried many times to get retail establishments (landscaping businesses) to buy this property, but the demand was not there for it.

Russ Beaumont, stated he has operated the garden center there for some twenty years with a great deal of success. With regard to the objections of the neighbors, he stated that there needs to be a certain amount of commercial properties in order for the taxes from those properties to pay for the infrastructure of the City.

Ms. Benning asked what the standards are for rezoning. Planner Papelbon responded that any rezone request looks at the neighborhood, what the existing zoning/uses are in the neighborhood, and whether the Plan Commission believes the proposal to be appropriate for the area. The Common Council has the ultimate approval/disapproval authority. There will be a public hearing following this Plan Commission meeting if this moves forward. Staff looks at the Comprehensive Plan and the composition of the uses in the area.

Commissioner Correll stated that the Plan Commission's objective is to determine if this property is the right spot for light manufacturing. Planner Papelbon concurred.

Commissioner Correll asked what happens if this package is approved because they thought it was appropriate, and two years later turns into something else.

Planner Papelbon stated that the reason they are asking for LM-1 is because the City does not allow self-storage facilities in any B-4 District, and staff did not feel that M-1 was appropriate for the area. The only other district would be LM-1.

Kim Van Vore, 7263 S. Delaine Dr. stated that she believes the Plan Commission takes into consideration for approval on these rezonings, the area, the population that is being affected by this, the neighborhoods, the businesses.

Ms. Van Vore stated there is a huge safety concern because she sometimes walks her dog at 1 in the morning. A 24-hour business is a safety concern for her.

Ms. Benning stated that VentureSpace has three other facilities in Waukesha County and they are open 24 hours.

Ms. Van Vore asked if during the rezoning request if the City could require the applicant to provide information prior to the approval of the rezoning. Planner Papelbon responded that it is not a question of legality, but that the property owner has the right to request a rezoning. The Plan Commission can make a decision based on the information that is provided. If the Plan Commission feels they cannot make a determination because of lack of information, then that is their decision. Ms. Van Vore requested that the City ask for more information to make this decision. Commissioner Johnston stated that the CSM requested for this property is going to split the property into two halves. The east half they are requesting to have self-storage units. He is assuming there will be long buildings with a driveway down the middle. The west half of the lot will be the condo storage units. Ms. Van Vore stated she still wants more information.

Ms. Van Vore stated she is against anything zoned light manufacturing because that can be taken and loopholes can be found, things can be changed about. Light manufacturing scares a residential area.

Commissioner Correll asked what could go in the area now as it is zoned B-4. Planner Papelbon responded they could have a fast food restaurant, an office, any number of retail business, bowling areas, recreation facilities. Commissioner Correll stated there are a lot of B-4 uses that are more intrusive than LM-1. Ms. Van Vore stated the retail establishments are more building on the economy though. They are more building on the prosperity of the area. This is not building on any prosperity. This is not a restaurant coming in and bringing in people and business and making a great area for people to have meals and stuff. This use is not going to help anybody. Alderman Guzikowski stated that they could be providing a service that is being underserved right now based upon their data and the information they have.

Commissioner Correll stated that ultimately the property owner has the right to sell their land if we find something that fits. Ms. Van Vore stated that she does not think this is appropriate for the area in which it is being asked to be in. Mayor Bukiewicz asked if it would be appropriate if it were a McDonalds. Ms. Van Vore responded that McDonalds would not be right in the backyard of her home.

Brandan Van Vore, 7263 S. Delaine Dr. stated his concern that this bridges into his community like a road. He does not this one property becoming another because this person has already tried purchasing property in the same area. He stated he wouldn't mind a business that he could go into and see the owners, but these storage units could be anything. He stated that the ones that look like condos, they have taken out the center and turned it into a whole business.

Mr. Van Vore stated he does not want the noise at all hours of the night. He can hear the Mega Discount place when they are doing their stuff.

Planner Papelbon stated that the LM-1 district allows as a permitted use assembly production or manufacturing from previously prepared materials and packaging: apparel and things like apparel, books, brooms, canvas flags and related products, communications equipment, dental, ophthalmic, orthopedic, prosthetic, surgical equipment, earthen ware and table and kitchen articles, electrical lighting and wiring equipment, engineering lab, scientific and research instruments, furniture, garage doors, handbags. Again, these are all things that could be manufactured and assembled from

previous materials. Nothing is a raw material that would be allowed to be manufactured on this site. Also, establishment of laboratories, research and product development, engineering and testing, office buildings, which would be professional, administrative and computing, photography studios and then accessory uses. Conditional uses would be animal hospitals and boarding kennels, breweries and distilleries (maximum size regulated), business parks (which exclude manufacturing, distribution, freight, shipment terminals, depots and yards and outdoor storage), commercial bakery and food production (excluding animal processing), commercial greenhouses, commercial service facilities such as restaurants, financial institutions and clinics, contractors offices and shops without outdoor storage, flavor extracts, hotels and motels, incubator or accelerator facilities, indoor commercial recreation facilities, light manufacturing parks (excluding distribution, freight, shipment terminals, depots, yards and outdoor storage), pharmaceutical processing, research and science parks, retail or wholesale operations, and self-storage facilities, which have a lot of extra requirements.

Michael Friede, VentureSpace, stated the reason why they are attempting to do the rezone and the new CSM because the property as it exists right now really isn't marketable. It really is two lots, but one of them is too narrow to actually do something with. They are looking to maintain two lots, but make them more useful. With the LM-1 zoning, it will make the property more useful and more marketable. The reason they are not coming through right now with a specific development is that VentureSpace, personally, may not develop either lot. They have a buyer that is interested in one of the lots for self-storage. Because he is a separate entity, he felt it would be more appropriate to deal with the rezoning and new CSM, and have them put forth their development plans. In terms of the other lot, they may develop it or they just might sell it. Making the lot a more appropriate size will make it more marketable and more valuable.

Commissioner Correll moved that the Commission recommends to the Common Council that the properties at 1901 and 1941 E. Rawson Avenue be rezoned from B-4, Highway Business and A-1, Limited Agricultural to LM-1, Light Manufacturing after a public hearing. Commissioner Dickmann seconded. On roll call: all voted aye.

**CERTIFIED SURVEY MAP  
VENTURESPACE, LLC  
1901 AND 1941 E. RAWSON AVENUE  
TAX KEY NOS. 768-9014 AND 768-9015**

Planner Papelbon provided an overview of the proposal to reconfigure the existing two lots (see staff report for details).

Commissioner Correll moved that the Plan Commission recommends to the Common Council that the Certified Survey Map submitted by Michael Frede, VentureSpace, LLC, for the properties at 1901 & 1941 E. Rawson Ave. be approved with the following conditions:

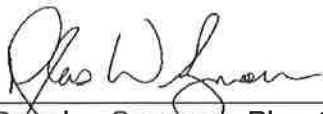
1. That the certified survey map not be recorded unless and until the zoning is changed on this property to Lm-1, Limited Manufacturing.
2. That the CSM is revised to incorporate the LM-1, Light Manufacturing zoning district requirements instead of the M-1, Manufacturing zoning district requirements.

3. That all easements and wetlands are shown and clearly labeled on the map prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn. Commissioner Siepert seconded. On roll call: all voted aye. The meeting was adjourned at 9:30 p.m.

ATTEST:



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Douglas Seymour, Plan Commission Secretary

6/13/17

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Date

# City of Oak Creek Common Council Report

Meeting Date: June 6, 2017

Item No.: 7

**Recommendation:** That the Council adopts Resolution No. 11824-060617 approving a Certified Survey Map for the properties at 1901 & 1941 E. Rawson Avenue.

**Background:** Michael Frede, VentureSpace, LLC, is requesting approval of a Certified Survey Map (CSM) for the properties at 1901 & 1941 E. Rawson Ave. Lot 1, proposed to be 4.340 acres, will be purchased by a self-storage developer for a self-service storage facility. Lot 2, proposed to be 5.660 acres, will be developed by the Applicant with a commercial condominium facility.

Both the self-service storage facility and the commercial condominium facility will need Conditional Use Permit approvals prior to site and building plan approvals.

Each lot meets minimum lot size (1 acre) and width (150 feet) requirements for the LM-1, Light Manufacturing zoning district. One 24-foot-wide WE Energies easement is depicted on the map; however, a 45-foot-wide access easement along Rawson Avenue and a WE Energies easement (north/south) parallel to the existing building are missing. A wetland delineation is scheduled to be conducted in the next three weeks. Wetlands must be shown on the CSM prior to recording.

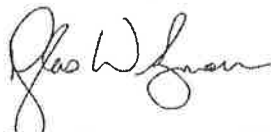
Access from Rawson Avenue is controlled by Milwaukee County. Copies of all approvals and/or permits shall be provided to the Department of Community Development and Engineering Department.

The Plan Commission reviewed this CSM at their meeting on May 23, 2017 and recommended subject to conditions as listed in the resolution.

This CSM was originally reviewed and held by the Council on June 6<sup>th</sup>. The discussion at that meeting, while largely directed towards the proposal to rezone the property, raised some procedural questions about the Plan Commission's recommendation on both the rezone and certified survey map. Review of the concerns indicated that the proposed map and Plan Commission notification were correct.

**Fiscal Impact:** This CSM will reconfigure two (2) existing commercial lots. No special assessments have been identified. Development will result in a positive fiscal impact for the City in terms of taxes and impact fee revenue. It is currently anticipated that one lot will be proposed for development of a self-service storage facility, and the other lot may be proposed for the development of a commercial condo storage facility. These properties are not part of a TID.

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. 11824-060617

BY: \_\_\_\_\_

RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR  
MICHAEL FREDE, VENTURESPACE, LLC

1901 & 1941 E. Rawson Ave.  
(1<sup>st</sup> Aldermanic District)

WHEREAS, MICHAEL FREDE, VENTURESPACE, LLC, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this certified survey map be approved subject to the following conditions:

1. That the certified survey map not be recorded unless and until the zoning is changed on this property to LM-1, Limited Manufacturing.
2. That the CSM is revised to incorporate the LM-1, Light Manufacturing zoning district requirements instead of the M-1, Manufacturing zoning district requirements.
3. That all easements and wetlands are shown and clearly labeled on the map prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following conditions:

1. That the certified survey map not be recorded unless and until the zoning is changed on this property to LM-1, Limited Manufacturing.
2. That the CSM is revised to incorporate the LM-1, Light Manufacturing zoning district requirements instead of the M-1, Manufacturing zoning district requirements.

3. That all easements and wetlands are shown and clearly labeled on the map prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6<sup>th</sup> day of June, 2017.

Passed and adopted this 18<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
President, Common Council

Approved this 18<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

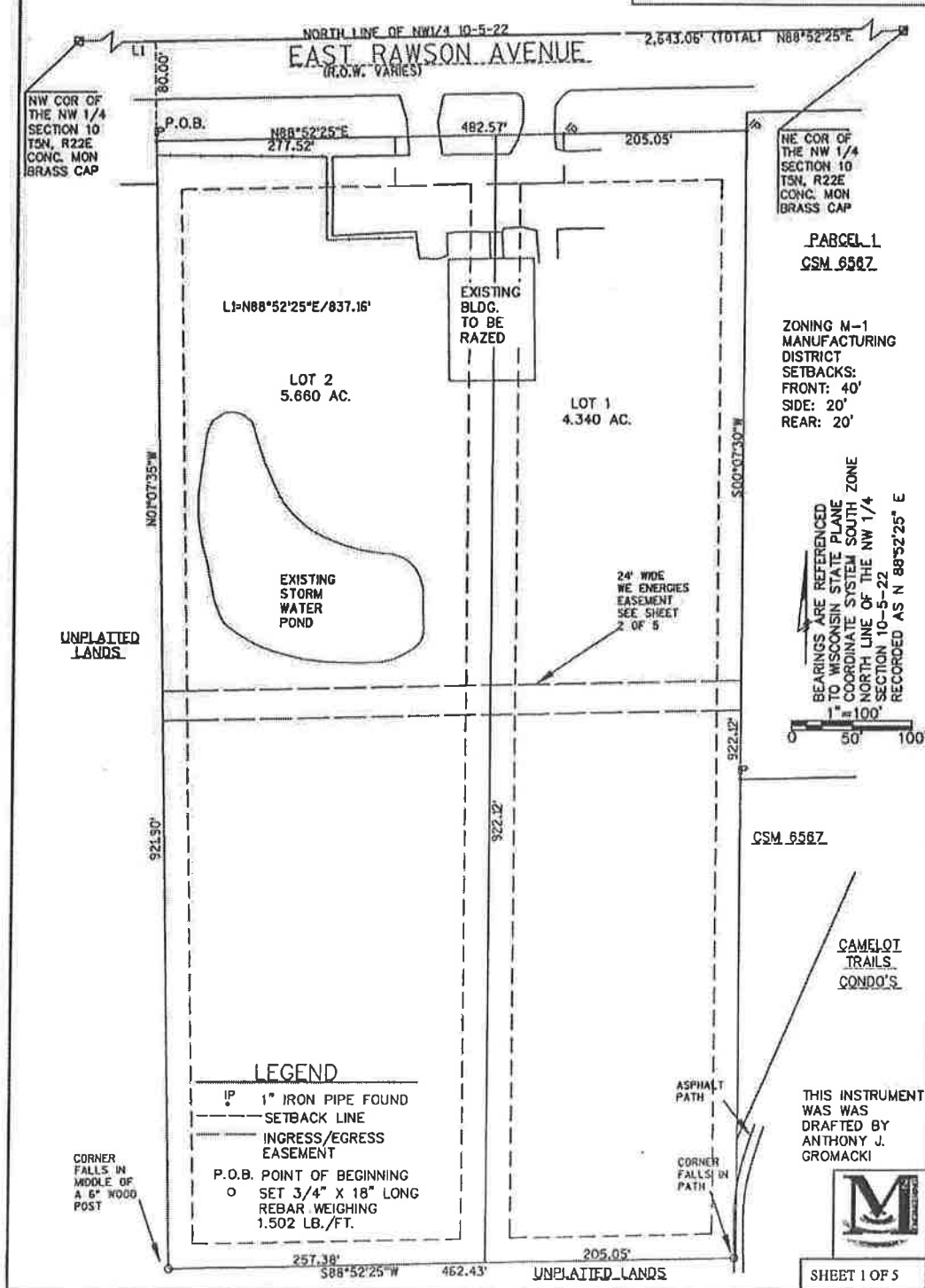
\_\_\_\_\_  
City Clerk

VOTE:      Ayes \_\_\_\_\_ Noes \_\_\_\_\_

MAY 12 2017

RECEIVED

**CERTIFIED SURVEY MAP NO.**  
 A REDIVISION OF LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO. 8055, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



NW COR OF THE NW 1/4 SECTION 10 T5N, R22E CONC. MON BRASS CAP

NE COR OF THE NW 1/4 SECTION 10 T5N, R22E CONC. MON BRASS CAP

**PARCEL 1**  
**CSM 6567**

**ZONING M-1**  
**MANUFACTURING DISTRICT**  
**SETBACKS:**  
**FRONT: 40'**  
**SIDE: 20'**  
**REAR: 20'**

UNPLATTED LANDS



CSM 6567

CAMELOT TRAILS CONDO'S

THIS INSTRUMENT WAS DRAFTED BY ANTHONY J. GROMACKI





# City of Oak Creek Common Council Report

Meeting Date: July 18, 2017

Item No.: 8

**Recommendation:** That the Common Council adopt Resolution 11835-071817, a resolution authorizing the issuance and sale of \$2,900,000 in taxable general obligation refunding bonds, series 2017B.

**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 includes an estimated 240 apartment units, approximately 296 indoor parking spaces, and with approximately 26 outdoor parking spaces. Phase III construction is also anticipated to increase the residential value in TIF 11, but plans are currently undetermined.

On June 20, 2017 the Common Council adopted Resolution No. 11832-062017 authorizing the issuance and sale of \$2,750,000 taxable general obligation promissory notes privately held with First Business Bank. The issuance before you will allow the City to obtain permanent financing with flexibility to structure the debt payments as needed.

City staff has been working with Paul Thompson from Hutchinson, Shockey, Erley & Co. and Company in the development of a preliminary official statement in anticipation of the sale of these bonds. We are pleased to announce Moody's has maintained the City's Aa2 bond rating in connection with this project.

**Fiscal Impact:** The debt service on these bonds is expected to be paid through tax increment generated by the minimum assessed value on Emerald Row Phase II and Phase III as well as annual repayment from the developer.

Fiscal Review by:



Bridget M. Souffrant  
Finance Director/Comptroller

Prepared and Submitted by:



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

RESOLUTION NO. 11835-071817

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE  
OF \$2,900,000 TAXABLE GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2017B

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 the public purpose of refinancing certain outstanding obligations of the City, to wit: its \$2,750,000 Taxable General Obligation Promissory Note, dated July 6, 2017 (the "Refunded Obligation") (hereinafter the refinancing of the Refunded Obligation shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligation for the purpose of providing permanent financing for the projects financed by the Refunded Obligation;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds 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 refunding bonds to Hutchinson, Shockey, Erley & Co. (the "Purchaser"), pursuant to the terms and conditions of its bond 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 Bonds. For the purpose of paying the cost of the Refunding and related costs of financing including capitalized interest, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of TWO MILLION NINE HUNDRED THOUSAND DOLLARS (\$2,900,000) 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 refunding bonds aggregating the principal amount of TWO MILLION NINE HUNDRED THOUSAND DOLLARS (\$2,900,000) (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2017B"; shall be issued in the aggregate principal amount of \$2,900,000; shall be dated August 1, 2017; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts 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 March 1 and September 1 of each year commencing on March 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 Bonds 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 Bonds maturing on March 1, 2028 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on March 1, 2027 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds 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 Bonds 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 2036 for payments due in the years 2018 through 2037 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds 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 Bonds, 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 Bonds 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 \$2,900,000 Taxable General Obligation Refunding Bonds, Series 2017B, dated August 1, 2017" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds 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 Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds 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 Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds 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 Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds 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 Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds 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 Bonds 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 Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds 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 Bonds. 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 Bonds 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 Bonds; Closing; Professional Services. The Bonds 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 Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds 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 Bonds 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 Bonds, 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 Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds 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 Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond 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 Bond 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 Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond 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 Bond or Bonds 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 Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds 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 Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds 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 Bonds 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 Bonds 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 Bonds, 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 Bonds 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 Bonds).

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 Bonds, 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. Redemption of the Refunded Obligation. The Refunded Obligation is hereby called for prior payment and redemption on September 4, 2017 at a price of par plus accrued interest to the date of redemption. The Refunded Obligation may be paid prior to September 4, 2017, but in that case interest thereon will be paid through September 4, 2017.

The City hereby directs the City Clerk to take all actions necessary for the redemption of the Refunded Obligation on its redemption date. Any and all actions heretofore taken by the officers and agents of the City to effectuate such redemption are hereby ratified and approved.

Section 16. 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 Bonds in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, 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 Bond 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 Bonds 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 Bond provided herein.

Section 18. 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 July 18, 2017.

\_\_\_\_\_  
Daniel Bukiewicz  
Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske  
City Clerk

(SEAL)



EXHIBIT A

Bond 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 MRP

Mandatory Redemption Provision

The Bonds due on March 1, \_\_\_\_, \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)]

EXHIBIT C

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
MILWAUKEE COUNTY  
NO. R- CITY OF OAK CREEK \$ \_\_\_\_\_  
TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2017B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
March 1, \_\_\_\_\_ August 1, 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 March 1 and September 1 of each year commencing on March 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond 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 Bond 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 Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond 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 Bond is one of an issue of Bonds aggregating the principal amount of \$2,900,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain outstanding obligations of the City and paying related costs of financing, including capitalized interest, as authorized by a resolution

adopted on July 18, 2017. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on March 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2027 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution authorizing the Bonds, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds 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 Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, 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 Bonds 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 Bonds 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 Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond 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 irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond 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 Bonds, and the City appoints another depository, upon surrender of the Bonds 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 Bond 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 Bonds (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 Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond 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 Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond 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.

DRAFT

IN WITNESS WHEREOF, the City of Oak Creek, Milwaukee County, Wisconsin, by its governing body, has caused this Bond 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

DRAFT



Date of Authentication: \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds 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 Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond 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 Bond 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 1st day of August, 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 \$2,900,000 Taxable General Obligation Refunding Bonds, Series 2017B, dated August 1, 2017 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and a resolution adopted on July 18, 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 March 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.

[The Obligations due on March 1, 20\_\_ and March 1, 20\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified on the attached Schedule MRP.

The Municipality hereby directs and the Fiscal Agent hereby agrees to select the Term Bonds to be redeemed on the dates set forth above and to give notice of such redemption as set forth in substantially the form attached hereto as Schedule B 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 thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Obligation selected to be redeemed, in whole or in part, at the address shown on the registration books as of the Record Date.

The Municipality, in accordance with Section III hereof, shall make payments sufficient for the Fiscal Agent to pay the amounts due on the Term Bonds subject to mandatory redemption.]

(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. [Official notice of the redemption of Obligations subject to mandatory redemption shall be given in the same manner.]

(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 [at the option of the Municipality] shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. [Obligations subject to mandatory redemption shall be selected as described in (a) above.] 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/C] 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 \_\_\_\_\_

DRAFT

SCHEDULE A

Debt Service Schedule  
\$2,900,000 Taxable General Obligation Refunding Bonds, Series 2017B  
of the City of Oak Creek, Wisconsin  
dated August 1, 2017

(SEE ATTACHED)

DRAFT

[ SCHEDULE MRP ]

Mandatory Redemption Provision

The Obligations due on March 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, 20\_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20\_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20\_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

[SCHEDULE B

NOTICE OF MANDATORY SINKING FUND REDEMPTION\*

City of Oak Creek, Wisconsin  
Taxable General Obligation Refunding Bonds, Series 2017B  
Dated August 1, 2017

NOTICE IS HEREBY GIVEN that a portion of the Bonds of the above-referenced issue which mature on March 1, 20\_\_ shall be subject to mandatory sinking fund redemption on March 1 of the year set forth below, in the amount set forth below, at a redemption price equal to One Hundred Percent (100%) of the principal amount redeemed plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
March 1, ____	\$ _____	_____

Such portion of the Bonds will cease to bear interest on the redemption date set forth above.

BY THE ORDER OF THE  
COMMON COUNCIL

CITY OF OAK CREEK, WISCONSIN

Dated: \_\_\_\_\_

\* To be provided by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to the call date. At least thirty (30) days prior to the call date notice shall also be filed electronically with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org). ]

SCHEDULE C

(SEE ATTACHED)

DRAFT

# City of Oak Creek Common Council Report

Meeting Date: 07/18/17

Item No.: 9

**Recommendation:** That the Common Council adopts Resolution No. 11839-071817, a Resolution Approving an Amendment to the Memorandum of Understanding between the City of Oak Creek and HSA Commercial Real Estate and/or Assigns (610 W. Rawson Avenue, 7001 S. 6<sup>th</sup> Street and 7045 S. 6<sup>th</sup> Street)(1<sup>st</sup> Aldermanic District).

**Background:** On February 7, 2017, the Common Council adopted Resolution No. 11795-020717 authorizing the submittal of a Wisconsin Economic Development Corporation ("WEDC") Site Assessment Grant ("SAG") application for the property commonly known as the Bioversal property, located at 610 W. Rawson Avenue, 7001 S. 6<sup>th</sup> Street and 7045 S. 6<sup>th</sup> Street, and the subsequent appropriation of funds for a SAG pursuant to the Memorandum of Understanding ("MOU") with HSA Commercial Real Estate and/or Assigns ("HSA"). At that same meeting, the Council adopted Resolution No. 11796-020717 approving the MOU.

By Wisconsin statute, WEDC may not distribute a grant unless the applicant, the municipality, contributes matching funds equal to 20 percent of the grant. The MOU approved by the Council included this language. The typical required match for WEDC purposes, however, requires the applicant to contribute matching funds equal to one-third of the grant. The Amendment to the MOU provides for this increase, and the budget accompanying the SAG application has been revised to reflect the WEDC required match.

**Fiscal Impact:** No costs to the City. Under the terms of the MOU, the developer, HSA, is responsible for the local cost share of any SAG awarded to the City.

Prepared by:



Melissa L. Karls  
City Attorney

Reviewed and respectfully submitted by:



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

Fiscal review by:



Bridget M. Souffrant, CMTW  
Finance Director/Comptroller

RESOLUTION NO. 11839-071817

RESOLUTION APPROVING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OAK CREEK AND HSA COMMERCIAL REAL ESTATE AND/OR ASSIGNS (610 W. Rawson Avenue, 7001 S. 6<sup>th</sup> Street, 7045 S. 6<sup>th</sup> Street) (the "Bioversal Property") (1<sup>st</sup> Aldermanic District)

BE IT RESOLVED by the Common Council that the Amendment to the Memorandum of Understanding by and between the City of Oak Creek and HSA Commercial Real Estate and/or Assigns be and the same is hereby approved subject to any technical corrections as approved by the City Administrator and City Attorney.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Amendment to the Memorandum of Understanding 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 18<sup>th</sup> day of July, 2017.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Kenneth Gehl, Common Council President

Approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_



Amendment

To the

Memorandum of Understanding

Between the

**CITY OF OAK CREEK, WISCONSIN**

And

**HSA COMMERCIAL REAL ESTATE AND/OR ASSIGNS**

THIS AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“AMENDMENT”) is entered into by and between the CITY OF OAK CREEK, WISCONSIN (“City”) and HSA COMMERCIAL REAL ESTATE AND/OR ASSIGNS (“HSA”) and is effective as of the last dated signature below.

**RECITALS**

- A. City and HSA entered into that certain Memorandum of Understanding, dated February 14, 2017, (the “MOU”) establishing their respective duties and obligations regarding an application to the Wisconsin Economic Development Corporation (“WEDC”) for a Brownfield Site Assessment Grant (“SAG”) on certain property located at 610 W. Rawson Avenue, 7001 S. 6<sup>th</sup> Street, and 7045 S. 6<sup>th</sup> Street, Oak Creek, Wisconsin, commonly known as the Bioversal property (“Subject Property”); and
- B. City and HSA desire to update certain terms and provisions of the MOU to provide for WEDC requirements.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, City and HSA hereby amend the MOU as follows:

- 1. Amendment. As of the Effective Date of this Amendment, the MOU shall be modified as follows:
  - i. Recital 7 of the Attachment B Reimbursement Agreement shall be deleted and replaced with the following: “WHEREAS, the Developer agrees to provide the local share portion of the grant award (the “Local Share”), subject to the terms and conditions of this Agreement and the MOU.”
  - ii. Section 2 of the Attachment B Reimbursement Agreement shall be deleted and replaced with the following: “**Reimbursement Limit**. The Parties agree that the total site assessment and investigation costs payable through the SAG

are estimated at a maximum of either \$36,000 for a small SAG (\$24,000 in SAG plus \$12,000 in Local Share) or \$150,000 for a large SAG (\$100,000 in SAG plus \$50,000 in Local Share). The Parties further agree that Developer shall pay the DNR Assurance Letter fee of \$700.”

This Amendment shall become effective upon the signature of both the City and HSA and shall remain effective until all activities in Section II of the MOU and this Amendment have been completed.

Except as expressly provided for by the MOU and this Amendment, the Parties hereby reserve any and all present and future rights with respect to the Subject Property that they otherwise would have under applicable law.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives:

For the City:

\_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

\_\_\_\_\_  
(Date)

For HSA Commercial Real Estate and/or Assigns:

\_\_\_\_\_  
Eric Ogden, Senior Vice President

\_\_\_\_\_  
(Date)

# City of Oak Creek Common Council Report

Meeting Date: July 18, 2017

Item No.: 10

**Recommendation:** That the Common Council approves payment of the obligations as listed on the June 28, 2017 Invoice GL Distribution Report.

**Background:** Of note are the following payments:

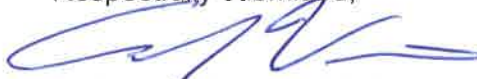
1. \$27,527.50 to Buelow Vetter (pgs #3-4) for legal services.
2. \$5,135.28 to City of South Milwaukee (pg #20) for May interim health office services.
3. \$33,408.00 to Frank Armstrong Enterprises (pg #1) for basketball and tennis court repairs, Project 17012.
4. \$10,298.09 to Kansas City Life Insurance Co (pg #11) for July disability insurance.
5. \$10,275.04 to MADACC (pg #14) for 3rd quarter animal control payment.
6. \$20,480.00 to Property Solutions Contracting LLC (pg #17) for 27<sup>th</sup> street tree planting, Project 17020.
7. \$5,000.00 Reserve Account (pg #18) for postage refill.
8. \$ 7,045.00 to Savage Solutions, LLC (pg #19) for Tourism products: movie night banner, song license, and Doggy Day bandanas, water bottles, and t-shirts.
9. \$13,570.00 to Tyler Technologies, Inc. (pg #21) for assessor services.
10. \$48,643.93 to WE Energies (pgs #22-23) for street lighting, electricity and natural gas.
11. \$7,457.10 to Western Culvert & Supply Inc. (pg #23) for street department & culvert supplies - ADS, flared ends, and splash pans.
12. \$13,105.00 to Wheaton Franciscan Medical Group (pg #23) for nurse practitioner services/supplies.

**Fiscal Impact:** Total claims paid of \$344,571.14.

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: July 18, 2017

Item No.: 11


**Recommendation:** That the Common Council approves payment of the obligations as listed on the July 12, 2017 Invoice GL Distribution Report.

**Background:** Of note are the following payments:


1. \$90,467.11 to Advanced Disposal (pg #1) for recycling.
2. \$13,148.50 to Applied Ecological Services, Inc. (pg #1) for Wetland maintenance fee and goose fence repair.
3. \$64,594.25 to Benistar (pgs #2-3) for August Medicare supplement insurance.
4. \$6,942.61 to Central Lake Armor Express (pg #3) for body armor replacements.
5. \$497,235.67 to C.W. Purpero (pg #12) for Ikea Way street construction, phase 2.
6. \$345,033.47 to Edgerton Contractors, Inc. (pg #5) for Lake Vista Community Park and playground.
7. \$5,977.70 to Godfrey & Kahn S.C. (pg #6) for legal services regarding Drexel Town Square, Emerald Row, Lakefront, and Wired properties.
8. \$51,375.30 to JPM (pgs #17-25) 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.
9. \$9,413.31 to Kasdorf, Lewis, & Sweitlik, SC (pg #) for legal services.
10. \$411,492.79 to Payne & Dolan, Inc (pg #12) for street improvements.
11. \$106,642.00 to Rasch Construction & Engineering (pgs #12-13) for Lake Vista structure construction and engineering services.
12. \$9,490.00 to R.A. Smith (pg #15) for inspection services at Ikea Way: construction observation and paving.
13. \$9,407.61 to Savage Solutions, LLC (pg #13) for Drexel Town Square summer event products: Movie Night magnets & posters, Ikea song license, Food Truck postcards, Dog Day video licenses, branded Oak Creek tent, and consulting services.
14. \$7,724.77 to Securian Financial Group, Inc. (pgs #13-14) for employee life insurance.
15. \$13,740.00 to Tyler Technologies, Inc. (pg #16) for assessor services.
16. \$16,978.01 to WE Energies (pg #16) for street lighting, electricity and natural gas.
17. \$11,428.36 to WI Court Fines & Surcharges (pgs #16-17) for June court fines.
18. \$14,554.63 to World Fuel (pg #17) for fuel inventory.

**Fiscal Impact:** Total claims paid of \$1,787,608.89.

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

12

**Report Date:** July 18, 2017

**Recommendation:** To concur with the recommendation of the Personnel Committee to recommend Anne Barberena continue as the Interim Community Public Health Officer.

**Background:** Judi Price retired March 1, 2016 and Anne Barberena was appointed as Interim Health Officer effective March 2, 2016. Since that time, the Council approved a Memorandum of Understanding (MOU) between the South Milwaukee Health Department and the Oak Creek Health Department in order to remain a Level III Health Department. Jackie Ove of South Milwaukee has been our Interim Community Public Health Officer for the past year and her last day with the City of Oak Creek was June 20, 2017.

The recruitment timeline for a regular, full-time Community Public Health Officer is attached. The goal of the Recruitment Timeline is to have a regular, full-time Community Public Health Officer begin on or before October 1, 2017. In the meantime, we request that the Common Council, concurring with the Mayor's appointment, recommend Anne Barberena continue as the Interim Community Public Health Officer until a hire is made.

**Fiscal Impact:** The difference between the Deputy Health Officer annual salary and the acting pay for the Community Public Health Officer position is \$13,596.64 per year.

Prepared by:



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

Respectfully Submitted by:



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

Fiscal Review by:



Bridget M. Souffrant, CMTW  
Finance Director/Comptroller

# City of Oak Creek Personnel Committee Report

**Report Date:** June 28, 2017

**Recommendation:** Consider the following recruitment timeline for the Community Public Health Officer position.

**Background:** The goal of the Recruitment Timeline below is to have a Health Officer begin on or before October 1, 2017.

According to Municipal Code, the Community Public Health Officer shall be appointed as follows:

## SECTION 2.45 DEPARTMENT MANAGERS

### Sec. 2.45 (d) Community Public Health Officer.

The Community Public Health Officer (CPHO) shall be appointed by the Mayor, subject to confirmation by the Common Council, and shall be the full-time Health Officer of the City. The term of said position shall be indefinite.

<u>Date</u>	<u>Task</u>	<u>Responsible Party</u>
June 28 <sup>th</sup>	Review and consider request to fill Health Officer position	Personnel Committee
July 6 <sup>th</sup> – 27 <sup>th</sup>	Advertisements and search for candidates	Human Resources Manager, Health Department, and Department of Health Services (DHS).
July 25 <sup>th</sup> Board of Health Meeting	Identify interview panel (Mayor, City Administrator, Board of Health members, etc.)	Human Resources Manager
July 27 <sup>th</sup>	All application materials due	Human Resources Manager
Week of July 31 <sup>st</sup>	Initial screening of candidates	Human Resources Manager and Dawn Mumaw of DHS
Week of August 7 <sup>th</sup>	Interview panel to interview all candidates who passed initial screening	Interview panel
Week of August 14 <sup>th</sup>	Health Department to meet top candidates and conduct a second interview	Human Resources Manager
Week of August 14 <sup>th</sup>	Initial Background checks and references on final candidate(s)	Human Resources Manager
Week of August 21 <sup>st</sup>	Discuss final candidates with the City Administrator and Mayor	Human Resources Manager
Week of August 28 <sup>th</sup>	After extending employment offer to candidate, send for physical and drug screen	Human Resources Manager
September 5 <sup>th</sup> Common Council Meeting	The Community Public Health Officer (CPHO) shall be appointed by the Mayor, subject to confirmation by the Common Council	City Administrator
September 6 <sup>th</sup>	Candidate to give two-weeks or 30-day's notice to current employer, if appropriate	Candidate anticipated start date of September 25, 2017 – October 9 <sup>th</sup>



**CITY OF OAK CREEK**  
invites applications for the position of:

## **Community Public Health Officer**

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**SALARY:** \$84,153.00 - \$93,354.00 Annually

**OPENING DATE:** 07/05/17

**CLOSING DATE:** 07/21/17 11:59 PM

### **SUMMARY DESCRIPTION:**

At the City of Oak Creek our vision is to be a dynamic regional leader, connected to our community, driving the future of the south shore.

Oak Creek is one of the fastest growing cities in Milwaukee County. From 2000 to 2010 the population grew over 20 percent, and more growth is projected. In addition to population growth, the City also opened a new civic center including a City Hall and Library facility in late 2015. The civic center includes a new Health Department with a large waiting room, exam rooms, and consultation rooms.

Lots of great things are happening in Oak Creek! Follow the link to see for yourself:  
<https://www.facebook.com/CityofOakCreek/videos/567152583409590/>

### **Mission & Values**

We are a dedicated organization providing high-quality services that positively IMPACT Oak Creek residents, businesses, and visitors.

Our organizational values (IMPACT) represent Integrity, Mutual respect, Professionalism, Accountability, Commitment, and Teamwork.

### **DUTIES, FUNCTIONS AND SUPERVISION/ACCOUNTABILITY:**

Responsible for control of communicable diseases and human health hazard control.

Enforces municipal code, state statutes, and rules and regulations of the Wisconsin Division of Health and federal regulations.

Administers contracts for professional services.

Submits for and administers various grant opportunities and other revenue-generating activities on behalf of the Department.

Manages departmental resources, prepares budgets, approves purchases, and maintains records of expenditures for accountability.

Incorporates the core Public Health Functions and Ten Essential Services of Public Health into the Department and the work of all employees.

Assures that the delivery of public health services are evidence-based and/or best practices and builds the scientific basis of public health.

Implements a variety of public health programs and departmental operating policies and procedures.

Reviews and interprets information concerning legislation and state public health policies and in turn develops, revises, and recommends policies and programs to the Common Council.

Submits necessary reports in compliance with medical, administrative, city, state and federal requirements.

Attends Board of Health meetings and various professional, advisory and in-service training meetings.

Responsible for maintaining and scheduling an appropriately trained and skilled workforce consistent with the workload and needs of the city. Evaluates work performance of subordinates; prepares performance evaluations and formulates plans for improvement. Effectively recommends suspension or termination and administers necessary disciplinary matters.

Participates in the city's emergency government management team and in other related preparedness activities.

Consults with other health agencies, organizations, communities, and departments to determine public health needs and to develop and coordinate services.

Establishes linkages and partnerships with key stakeholders.

Integrates the role of governmental and non-governmental organizations in the delivery of public health services.

Assures community input when developing public health programs and services.

Advocates for public health policies, programs and resources.

Fosters a work environment where continuous quality improvements in service and professional practice are pursued.

Maintains a safe work environment for employees; follows established standards and procedures for safe work practices.

#### **Minor Duties/Responsibilities**

Prepares agenda items for the Common Council, Personnel Committee and the Board of Health.

Conducts departmental staff meetings. Implements staff orientation.

Participates on committees. Serves on inter-jurisdictional or multi-agency committees involved in public health policy development; coordinates review/comment process for proposed policy documents.

Maintains membership in professional organizations.

Performs other work as required.

#### **QUALIFICATIONS:**

##### **Supervision/Accountability**

The CPHO reports directly to the City Administrator, but is also accountable to the Mayor, Medical Advisor, the Oak Creek Board of Health, and the Wisconsin Division of Health. Supervisory responsibility for department staff, volunteers, student nurses, and clients.

Knowledge and skills required for the position of Community Public Health Officer. Knowledge of principles, practices, and methods of public health, department supervision, and administration. Knowledge of health and safety codes, rules and regulations of city, county, state and federal government. Knowledge of information regarding the process of detection, evaluation and planning to meet public health needs. Knowledge of the social, political, and economic influences affecting health care delivery systems. Knowledge of educational trends as they relate to the health care field.

##### **Skill/Ability**

The ability to establish and maintain effective professional relationships with community leaders,



professionals, staff, citizens, and others. Ability to effectively communicate, both verbally and in writing with a diverse range of people. Ability to speak and understand the English language fluently and use proper grammar, punctuation and spelling. Ability to recruit, train, and utilize volunteers. Ability to make independent judgments which have highly significant impact on the organization. Skill in performing a variety of administrative functions including annual budget preparation, maintaining records, reports and statistical data and preparing clear, comprehensive documents.

### **Education/Experience**

The City desires its CPHO to have at least one of the following:

A master's degree in public health, public administration, health administration or, as defined in rules promulgated by the department, a similar field and 3 years of experience in a full-time administrative position in either a public health agency or public health work.

A bachelor's degree and 16 graduate semester credits towards a master's degree in public health, public administration, health administration or, as defined in rules promulgated by the department, a similar field and 5 years of experience in a full-time administrative position in either a public health agency or public health work.

A license to practice medicine and surgery under ch. 448 and at least one of the following: Three years of experience in a full-time administrative position in either a public health agency or public health work; eligibility for certification by the American board of preventive medicine in public health or general preventive medicine; or a master's degree in public health, public administration, health administration or, as defined in rules promulgated by the department, a similar field.

### **License/Certification**

Possession of a valid Wisconsin registered nursing license highly preferred. Possession of a valid Wisconsin Motor Vehicle operator's license. Certification in First Aid and CPR. Loss of license or certification may be cause for demotion or termination.

## **SPECIAL CONDITIONS OF WORK:**

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

A high degree of hand-eye coordination is necessary to operate medical equipment, computers and various pieces of office equipment. While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms. The employee is regularly required to bend, sit, talk and hear. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, the ability to adjust focus.

### **Work Environment**

Work is performed primarily in an office setting, however the employee may occasionally work in outside weather conditions or at off site locations. Work can take place in emergency and stressful situations. Individual may be exposed to hazards associated with rendering emergency medical assistance, including blood borne pathogen exposure. The noise level in the work environment is usually moderate and would be representative of a medical clinic. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Tools and Equipment Used**

Copy machine; telephone; computer including word processing software; fax machine; audio/visual equipment; blood pressure cuff; stethoscope; scale; audiometer; visual charts; syringes; thermometer; other communication/medical devices, and automobile.

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# City of Oak Creek Common Council Report

Meeting Date: July 18, 2017

Item No.: 13

**Recommendation:** That the Council adopts Resolution No. 11837-071817 approving a Certified Survey Map for Mike and Carrie Murphy for the property at 10855 S. 10<sup>th</sup> Avenue.

**Background:** Mike and Carrie Murphy are requesting approval of a Certified Survey Map (CSM) for the property at 10855 S. 10<sup>th</sup> Ave. The proposal is to divide the 33.58-acre property into two (2) single family residential lots of conforming size (Lot 1 = 1.29 acres, Lot 2 = 32.29 acres).

Wetlands, floodplain (fringe and floodway), and one drainage easement are shown on the map. Lot 1 is unaffected by the delineated wetlands, floodplain, or existing drainage easement. Per the Water and Sewer Utility, public sanitary sewer in Elm Road will need to be extended from the west when the property develops. The cost to do so will be borne by the developer. This is noted in Condition 1 below.

The Plan Commission reviewed this CSM at their meeting on June 27, 2017, and recommended approval with the following conditions:

1. That all required water and sewer extensions and connections are coordinated with the Oak Creek Water and Sewer Utility, and any associated Development Agreements are coordinated with the Engineering Department. All extension and connection costs shall be borne by the developer.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

**Fiscal Impact:** Lot 1 is anticipated for development of a single-family residence. No special assessments have been identified. Development will result in a positive fiscal impact for the City in terms of taxes and impact fee revenue (\$3,996 for single-family residences). These properties are not part of a TID.

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. 11837-071817

BY: \_\_\_\_\_

RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR  
MIKE AND CARRIE MURPHY

10855 S. 10<sup>th</sup> Avenue  
(4<sup>th</sup> Aldermanic District)

WHEREAS, MIKE AND CARRIE MURPHY, hereinafter referred to as the subdividers, have submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdividers have complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this certified survey map be approved subject to the following conditions:

1. That all required water and sewer extensions and connections are coordinated with the Oak Creek Water and Sewer Utility, and any associated Development Agreements are coordinated with the Engineering Department. All extension and connection costs shall be borne by the developer.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following conditions:

1. That all required water and sewer extensions and connections are coordinated with the Oak Creek Water and Sewer Utility, and any associated Development Agreements are coordinated with the Engineering Department. All extension and connection costs shall be borne by the developer.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18<sup>th</sup> day of July, 2017.

Passed and adopted this 18<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
President, Common Council

Approved this 18<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

# Location Map

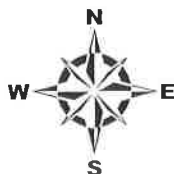
## 10855 S. 10th Ave.



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



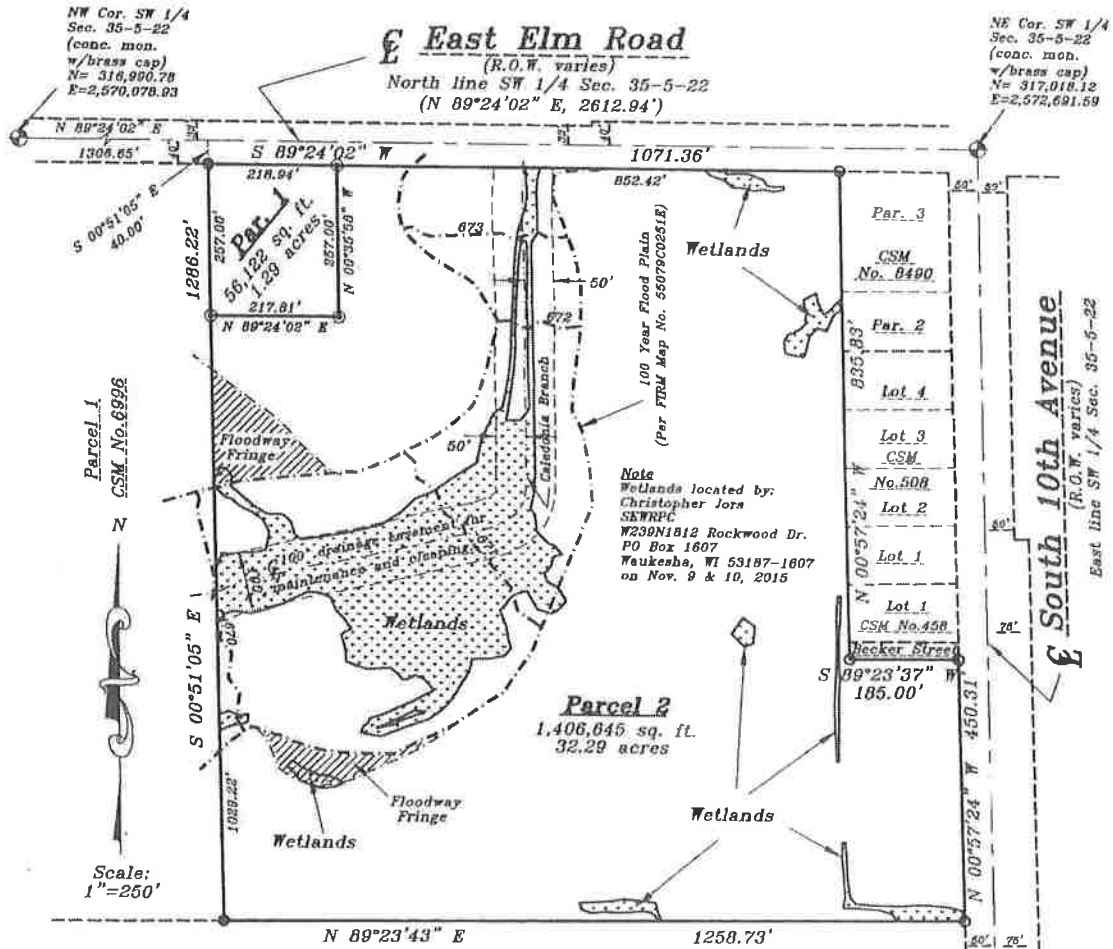
Department of Community Development



Legend	
	10855 S. 10th St
Zoning Overlays	
	C-1-Shoreland Wetland
	FF-Flood Fringe
	Lakeloft Overlay
	NO-Mixed Use Neighborhood
	OO-Mixed Use Office
	RR-Regional Retail

# CERTIFIED SURVEY MAP NO.

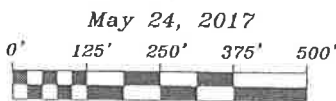
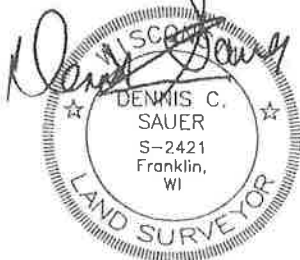
Being a redivision of Parcel 1 of Certified Survey Map No. 8490, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 35, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



Prepared by:  
Dennis C. Sauer PLS 2421  
Metropolitan Survey Service, Inc.  
9415 W. Forest Home Ave.  
Hales Corners, WI 53130

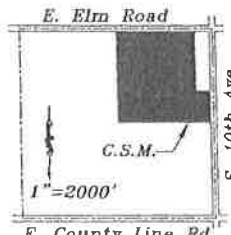
Wisconsin Electric Power  
Company Right-of-Way

Prepared for:  
Michael & Carrie Murphy  
3900 E. Hazelbranch Ln.  
Oak Creek, WI



Graphic Scale

1"=250'



Vicinity Sketch

SW 1/4 Sec. 35-5-22

Map bearings refer to Grid North of the Wisconsin State Plane Co-ordinate System, South Zone, with the North line of the SW 1/4 of Section 35, T5N, R22E having an assumed bearing of N 89°24'02" E. (Nov. 2007 Datum)

- — Denoted 1" iron rebar found and accepted or set as noted.
- — Denotes iron pipe found and accepted
- ⊙ — Denotes iron pipe set

This lot is served by public sanitary sewer and water.

CITY OF OAK CREEK

MAY 25 2017

RECEIVED

**DRAFT MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, JUNE 27, 2017**

**CERTIFIED SURVEY MAP  
MIKE AND CARRIE MUPHY  
10855 S. 10<sup>TH</sup> AVE.  
TAX KEY NO. 969-9029-000**

Planner Kari Papelbon provided an overview of the proposal to divide the property into two lots of conforming size (see staff report for details).

Dennis Counard, 3404 E. County Line Road, stated that he was under the impression that they were going to divide this land up into several different properties. He asked if they were going to build a house on parcel 1 and keep the rest of the land the way it is. Planner Papelbon responded that at this time, parcel 1 is the parcel that is being divided off for development. Mr. Counard stated then he doesn't have a problem with this.

Tim Gallagher, 3351 E. Elm Road, stated that from March through mid-May, this area is under water. There is flooding there and there is a lot of water. The stakes for the house were actually in the water. He stated that he doesn't have a problem with someone doing something with their land, but this was all the Wagner property at one point and they have added houses along that property. At no point did he see them add any storm water detention for water that does pile up there quite a bit. He stated that there needs to be some planning as to where this water is going to go once the house is built.

Commissioner Johnston stated there is a large floodplain that is on that property as well that is bigger than the wetlands. The outside dashed line is all floodplain, and there is a lot of water down there.

Michael Murphy, 3900 Hazelbranch Lane, stated he has not seen any standing water there. He stated that it floods in the back by the wetlands because of the creek being back up, but that is all.

Casey Masterson, N5 W31720 (indistinguishable) Drive, Halen Homes, stated that there was a lot of survey work by the same surveying company before the property was transferred last time. They delineated all the wetland and the floodplain so the location for the house (being in the northwest corner) is going to be as far from that flood area as possible. The property is quite a bit lower than the street elevation there, so he is taking that into account with the building plans. They will be raising the house and driveway up a little bit and creating negative pitch away from the house to make sure that any water that would come out of the wetlands does not impact the home. The top of foundation wall of the home will be similar to that of the property to the west. As their yard slopes off and meets the natural grade of the creek running south and to the west, they don't anticipate any changes to the way that the water flows currently.

Commissioner Johnston stated that they did the wetland delineation in 2015. That is when one lot was split off and sold separately. That is when they delineated the wetlands and also dedicated the easement.

Mr. Masterson stated that there are only two potential causes of water concerns with the residence; surface water and ground water. They have to route the drainage away from the house.

Regarding the groundwater, the elevation is coming up and out so this property is considerably lower than everything else around there. The creek comes from the northeast and then wraps around to the south. When that property fills up or when there is a lot of water from snow melt and spring rains, that water is coming through there and it sits down there because of the lower elevation. The house is going to be in the far northwest. It is going to be coming up considerably so the surface water does is not a concern because of the house elevation is going to be several feet above the existing grade. They have done some test pits out there at different times of the year to determine what the ground water elevation is at that high water mark. Based on that, he doesn't think that will be an issue either.

Mayor Bukiewicz asked if this property was serviced by sewer and water. Mr. Masterson responded yes, there is municipal sewer in Elm Road and it services the property just to the west. That will have to be extended to the east, so the sewer main will come through the right-of-way through the ditch. There will be a plan drawn up for the MMSD sewer lines that will have to be approved by MMSD and then a lateral that will come off of that. They will be putting a "Y" in the main there, so if at any point in the future the sewer was going to extend further east down Elm Road, that "Y" would be in there and the other portion of the "Y" would be a lateral servicing this property. The water is further to the northeast servicing the subdivision just to the north of Elm Road. According to the Oak Creek Water and Sewer Utility, they don't have to hook up to municipal water, so they plan on doing an onsite well because of the distance to the water main is 350 or 400 feet or something like that, so it is cost prohibitive to connect to the water.

Commissioner Johnston stated that it is an MIS sewer that is in Elm Road, so that is a connection point that is out in front. From that connection point, they will have to extend a public sanitary main across the frontage of the property with a lateral coming off of it. That will require plans and MMSD approval. They cannot tie directly into the MIS sewer. That sewer is very deep and there were soil issues when that went in that area.

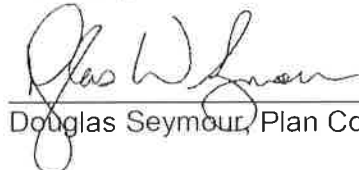
Mr. Gallagher stated that when they extended or hooked him up to that sewer, they had to dig down pretty deep and the road almost did collapse because of soil conditions there. He asked if there was going to be an expense to the other property owners for this extension. Mayor Bukiewicz responded no. Mr. Gallagher stated that then he is fine with that.

Commissioner Dickmann moved that the Plan Commission recommends to the Common Council that the Certified Survey Map submitted by Mike and Carrie Murphy for the property at 10855 S. 10<sup>th</sup> Ave. be approved, with the following conditions:

1. That all required water and sewer extensions and connections are coordinated with the Oak Creek Water and Sewer Utility, and any associated development agreements are coordinated with the Engineering Department. All extension and connection costs shall be borne by the developer.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

ATTEST:



Douglas Seymour, Plan Commission Secretary

6/29/17

Date



# City of Oak Creek Common Council Report

Meeting Date: July 18, 2017

Item No.: 14

**Recommendation:** That the Council adopt Resolution No. 11840-071817 approving an easement for pedestrian cross access with the Drexel Hotel Group, Inc., the City of Oak Creek and The Waters of Oak Creek, LLC for the property at 7980 S. Market Street.

**Background:** On June 20<sup>th</sup> the Council adopted a resolution approving a pedestrian access easement on the property at 7980 S. Market Street. This property, currently being developed as a Marriott Towneplace Suites Hotel, contains the pedestrian pathway between the town square and the Meijer store to the east.

This pedestrian cross access easement enables two pathway connections between The Waters senior living property and the pedestrian path on the hotel property.

**Fiscal Impact:** Under the terms of the agreement, the City is responsible for maintenance of the walkway on the hotel property only.

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. 11840-071817

RESOLUTION APPROVING A PEDESTRIAN PATH EASEMENT WITH THE  
DREXEL SQUARE HOTEL GROUP, INC., THE CITY OF OAK CREEK AND THE  
WATERS OF OAK CREEK, LLC

7980 South Market Street

(2<sup>nd</sup> 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 Drexel Square Hotel Group, Inc., the City of Oak Creek and The Waters of Oak Creek, LLC 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 18<sup>th</sup> day of July, 2017.

Passed and adopted this 18<sup>th</sup> day of July 2017.

\_\_\_\_\_  
Kenneth Gehl, Common Council President

Approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
Mayor Daniel J. Bukiewicz

\_\_\_\_\_  
Catherine Roeske, City Clerk

VOTE: Ayes \_\_\_\_ Noes \_\_\_\_\_

**PEDESTRIAN PATH  
EASEMENT AGREEMENT**

Document Number

Recording Area

Name and Return Address:  
Nancy K. Landmark, Esquire  
Commercial Partners Title, LLC  
200 S. 6<sup>th</sup> Street, Suite 1300  
Minneapolis, MN 55402

Parcel Identification Nos: 813-903-3000 and  
813-906-5000

**THIS PEDESTRIAN PATH EASEMENT AGREEMENT** (this “*Agreement*”) is made as of this \_\_\_ day of \_\_\_\_\_, 2017, by and among **DREXEL SQUARE HOTEL GROUP, INC.**, a Delaware corporation (“*DSHG*”), **THE CITY OF OAK CREEK**, a Wisconsin municipal corporation (the “*City*”) and **THE WATERS OF OAK CREEK, LLC**, a Delaware limited liability company (“*Waters*”).

**RECITALS:**

A. DSHG is the owner of that certain real property located in the City of Oak Creek, County of Milwaukee and State of Wisconsin as described in **Exhibit A** attached hereto (the “*Hotel Parcel*”) which DSHG intends to develop and operate as a commercial hotel.

B. Waters is the owner of that certain real property located in the City of Oak Creek, County of Milwaukee and State of Wisconsin as described in **Exhibit B** attached hereto (the “*Senior Living Parcel*”) which Waters intends to develop and as an Senior living community (the “*SL Project*”).

C. The Hotel Parcel and the Senior Living Parcel are both located in the Drexel Town Square community of Oak Creek (“**Drexel Town Square**”).

D. The City is the owner of the adjacent public rights of way located within Drexel Town Square.

E. Pursuant to the terms of a Pedestrian Cross Access Easement dated June \_\_\_\_, 2017, recorded in the Register of Deeds for Milwaukee County, Wisconsin as Document No.

\_\_\_\_\_ (the “*Pedestrian Path Easement*”), DSHG conveyed to the City an easement to create a walkable pedestrian path providing connections between and among the public and private properties within the Drexel Town Square community, all as more particularly described in the Pedestrian Path Easement (the “*Drexel Square Pedestrian Path*”).

F. As a part of its development of the Senior Living Parcel, Waters will install within the Senior Living Parcel two (2) pedestrian paths (collectively, the “*SL Pedestrian Path*”) as shown on the Plan attached as Exhibit C and made a part hereof (the “*Plan*”).

G. DSHG has agreed to grant Waters a perpetual, non-exclusive easement in, over and through that portion of the Hotel Parcel leading to and from that portion of the SL Pedestrian Path located along the boundary line between the Senior Living Parcel and the Hotel Parcel and the Drexel Square Pedestrian Path as shown on the Plan (the “*Connecting Easement Areas*”).

H. The City has agreed to grant Waters the right to connect the SL Pedestrian Path to the Drexel Square Pedestrian Path by installation of pathway improvements within the Connecting Easement Areas as shown on the Plan.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the parties hereby agree as follows:

1. Recitals; Exhibits. The foregoing Recitals are hereby incorporated by reference and made a part of this Agreement as if fully stated herein. The exhibits referenced herein are attached to and made a part of this Agreement.

2. Definitions. The terms defined in the introductory paragraph and Recitals shall have the meanings specified therein and, in addition, the following terms shall have the following meanings:

(a) “**Owner**” shall mean, with respect to the Parcels, the owner in fee simple of a Parcel. When one or more Persons are the Owner, all such Persons having a fee simple interest in such Parcel shall be deemed to be an Owner and all of such Owners shall be jointly and severally liable for the performance of the obligations of this Agreement with respect to such Parcel.

(b) “**Parcel(s)**” shall mean the Hotel Parcel and the Senior Living Parcel as well as any parcels produced by any resubdivision or consolidation thereof.

(c) “**Person(s)**” shall mean individuals, partnerships, associations, trusts, corporations and any other form of business entity, or one or more of them, as the context may require.

3. Grant of Easement.

(a) DSHG hereby grants to Waters, for the benefit of the Senior Living Parcel a perpetual non-exclusive easement over and across the Connecting Easement Areas for the sole purpose of permitting Waters, its residents, guests and invitees, pedestrian access to and from SL Pedestrian Path and the Drexel Square Pedestrian Path.

(b) The City hereby grants to Waters, for the benefit of the Senior Living Parcel, the right to connect the pathway to be constructed across the Connecting Easement Areas to the Drexel Square Pedestrian Path by installation of pathway improvements within the Connecting Easement Areas as shown on the Plan.

4. Completion of Improvements. Waters, at its cost and expense, shall install a pathway within the Connecting Easement Areas connecting the SL Pedestrian Path to the Drexel Square Pedestrian Path using materials of similar quality and design to those used by the City in the completion of the Drexel Square Pedestrian Path. All work shall be completed by Waters in a good and workmanlike manner. Waters shall have the right to enter upon the Hotel Parcel for purposes of installation, operation and maintenance of the pathway within the Connection Easement Areas and shall promptly restore all damage to the Hotel Parcel caused by the installation of such improvements and/or maintenance of the same.

5. Maintenance. Waters shall have the right and responsibility to perform snow and ice removal, routine maintenance and reconstruction as necessary of the pedestrian walkways installed by Waters within the Connecting Easement Areas.

6. Indemnification. Waters shall indemnify DSHS, and all of its directors, officers, employees and agents for any death, injury, loss, damage, cost or expense arising from the construction of the pathway improvements within the Connecting Easement Areas by Waters or its agents, employees, contractors or invitees, except to the extent that the same results from the negligence or willful misconduct of DSHS and/or its agents, contractors or employees.

7. Mechanic's Liens. Waters shall not permit any mechanic's or materialmen's liens to be enforced against the Hotel Parcel in connection with any work performed over, under or across the Connecting Easement Areas by or at the direction of Waters or materials furnished in connection with such work. If such a lien is filed, Waters shall cause the lien to be removed of record within thirty (30) days thereafter unless Waters is contesting such lien in good faith in connection with a dispute with a contractor, in which case, Waters shall obtain a bond in the amount of the lien which bond shall remain in place until such lien shall be removed.

8. Amendments. Any amendment to this Agreement shall be in writing, shall be signed by DSHS, the City and Waters, and shall be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

9. Successors. The easements and agreements contained herein shall apply to and bind the parties and their respective successors and assigns, and the easement granted herein shall inure to the benefit of and shall bind the parties and all present and subsequent owners of the Parcels.

10. Covenants to Run with the Land. All rights and obligations of an Owner under this Agreement are hereby declared to be and shall be appurtenant to the title to such Owner's Parcel and may not be transferred, conveyed, devised, bequeathed or otherwise disposed of separate or apart from title to such Owner's Parcel. Every transfer, conveyance, grant, devise, bequest, or other disposition of a Parcel shall be deemed to constitute a transfer, conveyance,

devise, grant, bequest or other disposition of such Owner's rights and obligations hereunder. By accepting a deed to any Parcel, an Owner shall be deemed to confirm and be bound by this Agreement. This Agreement, and the terms, covenants, restrictions, provisions and easements set forth herein, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the whole or any portion of the Parcels and shall remain in full force and effect and shall not be terminated by merger unless an appropriate instrument terminating this Agreement shall be signed by all Owners and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

11. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Wisconsin.

12. Recordation. This Agreement will be recorded in the office of the Registry of Deeds for Milwaukee County, Wisconsin.

13. Counterparts. This Agreement may be executed in any number of counterparts.

*[No Further Text on this Page; Signature Pages Follow]*

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

WITNESS:

DSHG:

**DREXEL SQUARE HOTEL GROUP, INC.**  
a Delaware corporation

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me the subscriber, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proved) to be the \_\_\_\_\_ of DREXEL SQUARE HOTEL GROUP, INC., a Delaware corporation, who executed the foregoing for the purposes therein contained on behalf of such corporation.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**THE CITY:**

**CITY OF OAK CREEK**

By: \_\_\_\_\_  
DANIEL J. BUKIEWICZ, Mayor

By: \_\_\_\_\_  
CATHERINE A. ROESKE, City Clerk

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, TO WIT:

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



**WITNESS:**

**WATERS:**

**THE WATERS OF OAK CREEK, LLC**  
a Delaware limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MINNESOTA, County of \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me the subscriber, a Notary Public of the State aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proved) to be an \_\_\_\_\_ of THE WATERS OF OAK CREEK, LLC, a Delaware limited liability company, who executed the foregoing for the purposes therein contained on behalf of such limited liability company.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION – HOTEL PARCEL**

Lot 3, Certified Survey Map No. 8573, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, in Volume/Reel 8273 of Certified Survey Maps, as Document No. 10320408, located in the City of Oak Creek, Milwaukee County, Wisconsin.

Parcel Identification No. 8139033000

**EXHIBIT B**

**LEGAL DESCRIPTION – SENIOR LIVING PARCEL**

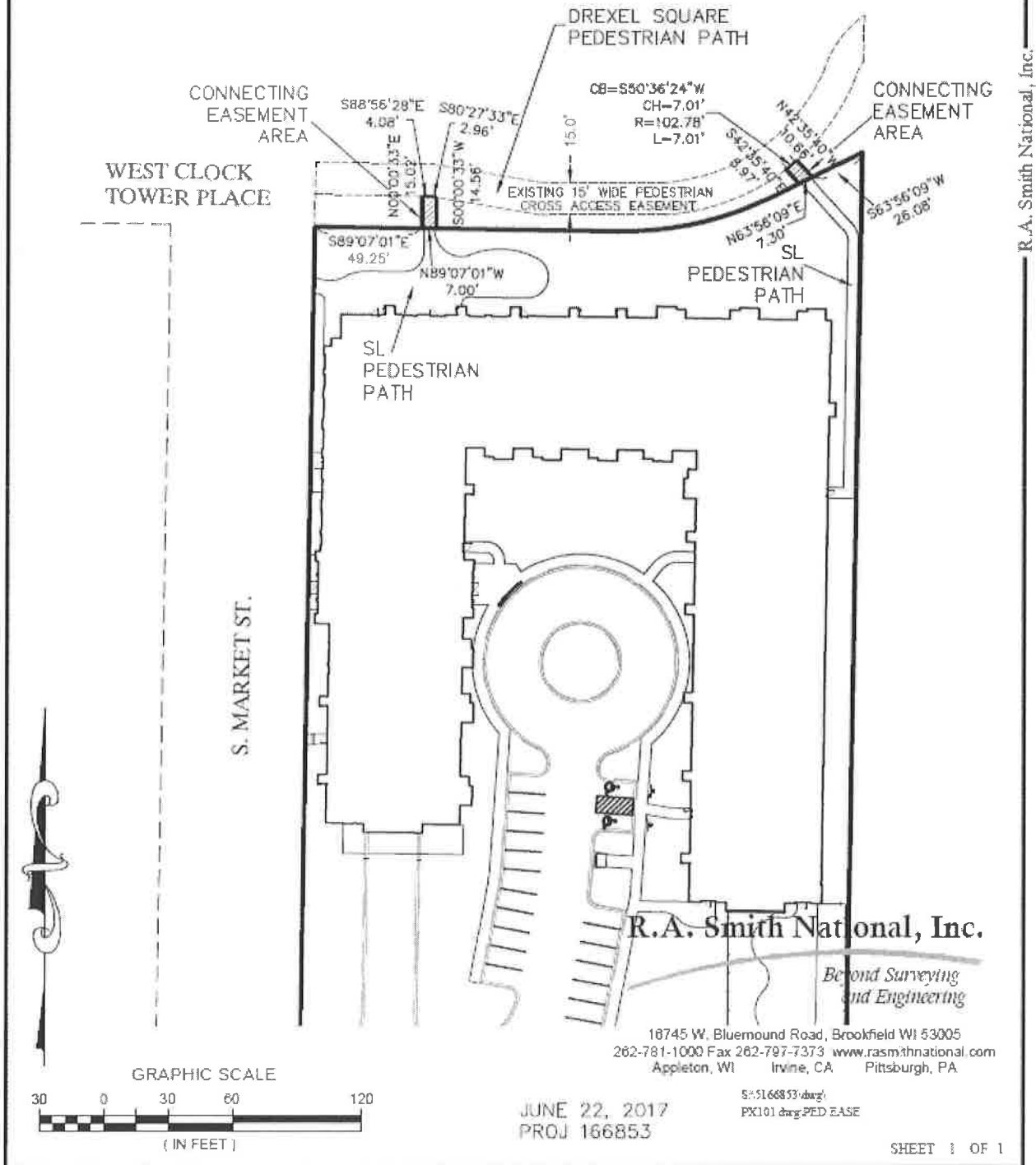
Lot 2, Certified Survey Map No. 8735, recorded in the office of the Register of Deeds for Milwaukee County on October 16, 2015, as Document No. 10508295, being a division of Lot 4 of Certified Survey Map No. 8573, being a part of the Northeast Quarter, Northwest Quarter and Southwest Quarter of the Northeast Quarter of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Milwaukee County, Wisconsin

Parcel Identification No. 8139065000

# EXHIBIT C

## PEDESTRIAN CROSS ACCESS EASEMENT (DETAIL)



R.A. Smith National, Inc.

**R.A. Smith National, Inc.**

*Beyond Surveying  
and Engineering*

18745 W. Bluemound Road, Brookfield WI 53005  
262-781-1000 Fax 262-797-7373 www.rasm3hnational.com  
Appleton, WI Irvine, CA Pittsburgh, PA

S:166853.dwg  
PX101.dwg PED EASE

JUNE 22, 2017  
PROJ 166853

SHEET 1 OF 1

**JOINDER BY LENDER**  
**(Regarding Hotel Parcel)**

This Joinder is made in regard to the following instruments (collectively, the “DSHG’s Mortgage”):

- a. Mortgage, Security Agreement and Fixture Financing Statement dated July 15, 2016 from Drexel Square Hotel Group, Inc., a Delaware corporation, unto Hall Milwaukee FP, LLC, a Texas limited liability company, and recorded July 21, 2016, ad Document No. 10585343 among the Register of Deeds of Milwaukee County, Wisconsin; and
- b. Assignment of Rents and Leases dated July 15, 2016 from Drexel Square Hotel Group, Inc., a Delaware corporation, unto Hall Milwaukee FP, LLC, a Texas limited liability company, and recorded July 21, 2016, ad Document No. 10585344 among the Register of Deeds of Milwaukee County, Wisconsin.

The undersigned Lender joins in the execution of the foregoing Pedestrian Path Easement Agreement between Drexel Square Hotel Group, Inc., the City of Oak Creek, a Wisconsin municipal corporation, and The Waters of Oak Creek, LLC, a Delaware limited liability company to evidence its consent to the terms and provisions thereof and to subordinate the lien of the above-described Mortgage to the legal operation and effect of the Pedestrian Path Easement Agreement.

Dated: \_\_\_\_\_, 2017

**WITNESS:**

**LENDER:**

**HALL MILWAUKEE FP, LLC**  
a Texas limited liability company

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[notary acknowledgement on following page]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the subscriber, a Notary Public for the aforesaid State, personally appeared \_\_\_\_\_, an Authorized Officer of HALL MILWAUKEE FP, LLC, a Texas limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged the foregoing to be his/her act on behalf of said limited liability company and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission expires: \_\_\_\_\_

# City of Oak Creek Common Council Report

Meeting Date July 18, 2017

Item No.:

**Recommendation:** That the Common Council adopts Resolution No. 11838-071817, a resolution approving a storm water management practices maintenance agreement with the Wisconsin Electric Power Company for their administration building and warehouse development at 10770 S. Chicago Road. (Tax Key No. 966-9999-002) (4<sup>th</sup> Aldermanic District)


**Background:** The proposed administration building and warehouse (located at 10770 S. Chicago Road) requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

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

Prepared by:

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

Respectfully submitted:

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

Approved by:

  
Michael C. Simmons, P.E.  
City Engineer

Fiscal review by:

  
Bridget M. Souffrant, CMTW  
Finance Director/Comptroller

**RESOLUTION NO. 11838-071817**

**BY: \_\_\_\_\_**

**RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT FOR THE WE ENERGIES ADMINISTRATION BUILDING AND WAREHOUSE**

**(TAX KEY NO. 966-9999-002)**

**(4<sup>TH</sup> ALDERMANIC DISTRICT)**

WHEREAS, Wisconsin Electric Power Company (Owner), requires onsite storm water management practices for their proposed WE Energies administration building and warehouse located at 10770 S. Chicago Road, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18<sup>th</sup> day of July, 2017.

Passed and adopted this 18<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
President, Common Council

Approved this 18<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: AYES \_\_\_\_\_ NOES \_\_\_\_\_



11838-071817

Document Number

WE ENERGIES ADMINISTRATION  
BUILDING & WAREHOUSE  
Storm Water Management Practices Maintenance  
Agreement  
Document Title

Recording Area

Michael C. Simmons  
Engineering Department  
8040 S. 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Name and Return Address

966-9999-002

Parcel Identification Number (PIN)

## STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between Wisconsin Electric Power Company, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

A parcel of land of approximately 7 acres situated in the NW 1/4 of the SE 1/4 of Section 36, Township 5 North , Range 22 East.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as We Energies Administration Building And Warehouse located at 10770 S. Chicago Road, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

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

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

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

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:
  - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.

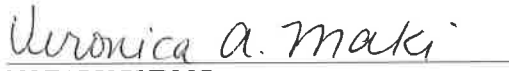
6. The Owner, its successors and assigns, including any homeowners association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Detention Basin Maintenance Standards (Exhibit B).
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

WISCONSIN ELECTRIC POWER COMPANY

  
\_\_\_\_\_  
Timothy Rozumalski, SBM Asset Manager

The foregoing Agreement was acknowledged before me this 28 day of June, 2017,  
by Veronica A Maki

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: May 10, 2019

CITY OF OAK CREEK, WISCONSIN

\_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

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## EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: \_\_\_\_\_

Tax Key No.: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Location: \_\_\_\_\_

Detention Basin Type: Wet Pond

Underground

Extended Dry

Bioretention

Artificial Wetland

Watershed \_\_\_\_\_

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

**EXHIBIT B**  
**DETENTION BASIN MAINTENANCE STANDARDS**

<b>Maintenance Component</b>	<b>Defect</b>	<b>Conditions When Maintenance Is Needed</b>	<b>Results Expected When Maintenance Is Performed</b>
Side Slopes and Embankments	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	Unless designated by the Common Council as a nature center or wildlife preserve, if the facility is located in a platted subdivision, multi-family apartment complex, planned development or a mobile home district, mowing is needed when vegetation exceeds 6 inches in height. In all other areas, mowing is needed when vegetation exceeds one foot in height. Mowed vegetation should be removed from areas where it could enter the pond, either when the pond level rises or by rainfall runoff.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Trees and bushes should be removed where they interfere with pond maintenance activities; that is, at the inlet, outlet and near engineered structures. Nature centers and wildlife preserves should follow the maintenance guidelines in the approving resolution and approved storm water management plan.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
	Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal or equipment movements).	Trees do not hinder maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rock rip-rap, planting of grass, erosion mat, compaction.
Inlet/ Outlet Pipe	Debris and Sediment	Sediment and/or debris clogging more than 10% of the pipe opening.	No clogging or blockage in the inlet and outlet piping.
	Damaged	Rust is causing more than 50% deterioration to any part of metal pipes, cracks in plastic pipe or cracks or exposed rebar in concrete pipes.	Pipe repaired or replaced.
		Any dent that decreases the cross section area of pipe by more than 10% or retards the flowage of water.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet pipes; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
	Damaged or Missing Orifice Plate	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Orifice Plate Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Trash Racks/Hoods	Trash and Debris	Trash or debris that is plugging more than 20% of the openings in the barrier.	Barrier clear to receive capacity flow.
	Damaged/ Missing Bars or Hood.	Bars or hood are bent out of shape more than 3 inches.	Bars in place with no bends more than 3/4 inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Repair or replace barrier to design standards.
Pool Area	Sediment Accumulation in Pond Bottom	Sediment accumulations in pond bottom that exceeds the design sediment depth.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
	Water Level	Water level does not drain down to normal designed pool elevation.	Check outlet structure and downstream conveyance system for obstructions.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Remove oil from water by use of oil-absorbent pads or by vacator truck. Refer problem to locate source and correct.
Emergency Overflow/Spillway and Dikes	Settlements	Any part of these components that has settled 4-inches lower than the design elevation, or inspector determines dike/ berm is unsound.	Dike should be built back to the design elevation and repaired to specifications.
	Rock Missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top emergency spillway.	Replace rocks to design standards.

**MINUTES  
LICENSE COMMITTEE  
July 11, 2017 at 9:00 a.m.**

1. The meeting was called to order at 9:00 a.m.
2. On roll call, the following committee members were present: Ald. Duchniak and Ald. Kurkowski. Also in attendance was Deputy City Clerk Christa Miller.
3. Ald. Duchniak, seconded by Ald. Kurkowski, moved to approve the minutes of 6/9/17. On roll call, all voted aye.
4. The Committee reviewed an original application for Operator license submitted by McKenna L. Chriske, 2533 W. Saint John's Way, Oak Creek (Kwik Trip). Ms. Chriske was invited to the meeting, however, did not attend.

Ald. Kurkowski, seconded by Ald. Duchniak, moved to hold action on the original application for an Operator license submitted by McKenna L. Chriske, 2533 W. Saint John's Way, Oak Creek (Kwik Trip) to allow the applicant another opportunity to appear before the Committee to speak on behalf of her omitted conviction. On roll call, all voted aye.

5. The Committee reviewed an original application for Operator license submitted by Hannah M. Stein, 7535 E. Wind Lake Rd., Wind Lake (Kwik Trip). Ms. Stein was invited to the meeting, however, did not attend.

Ald. Duchniak, seconded by Ald. Kurkowski, moved to hold action on the original application for an Operator license submitted by Hannah M. Stein, 7535 E. Wind Lake Rd., Wind Lake (Kwik Trip) to allow the applicant another opportunity to appear before the Committee to speak on behalf of her omitted conviction. On roll call, all voted aye.

Ald. Kurkowski, seconded by Ald. Duchniak, moved to adjourn the meeting at 9:08 a.m. On roll call, all voted aye.