



City of St. Francis
Common Council Meeting

3400 East Howard Avenue

May 17, 2016

7:00 p.m.

Roll Call:

Mayor St. Marie-Carls

Alderspersons Wattawa, Schandel, Brickner, McSweeney, Klug and Tutaj

Statement of Open Meetings Compliance: City Clerk to announce that the meeting has been properly posted

Public Hearings:

Presentation:

- Presentation of Resolution to Debbie Fliss

Citizens Comments (Sign-In required with 5 minute time limit): This is an opportunity for residents to discuss topics relevant to City of St. Francis

Resolutions and Ordinances:

Minute Approval:

1. Minutes of the Common Council meeting held May 3, 2016 - [05-03-2016 Council Minutes](#)

Reports from Committees/Commissions/Boards:

1. Minutes of the License Committee meeting held May 3, 2016 - [License Minutes 05-03-2016](#)
2. Minutes of the Bargaining Committee meeting held April 13, 2016 - [Bargaining Minutes 04-13-2016](#)
3. Minutes of the Board of Public Works meeting held March 8, 2016 - [Board of Public Works Minutes 3 8-2016](#)

Action Items from Committees/Commissions/Boards:

Action to be taken from the License Committee meeting held May 17, 2016

- License Committee Agenda dated May 17, 2016 - [5-17-16 License agenda - public version](#)

Action to be taken from the Board of Public Works meeting held May 10, 2016

- College Labor Program Funding - [college labor program funding 5-6-2016](#)
 - ✓ Recommend to reallocate up to \$8000 from the General Office funds for the Clerk II position to the Highway Department Part-Time fund in order to have the 4 college labor program participants funded for full-time employment from May 15-August 5
 - ✓ Refer to the Planning Commission the Amended Agreement for 4630 South Brust

Appointments to Committees/Commissions/Boards:

1. Action concerning any currently outstanding appointments to Committees, Commissions and Boards provided for under the City of St. Francis Code – None

Correspondence with Possible Action or Referral to Committees/Commissions/Boards:

1. Mayor's Update #85 - [Mayor Update 85-5-12-2016](#)
2. Correspondence from Friebert, Finerty and St. John re: Gallagher Development LLC and Self-Storage Ventures, LLC/St. Francis, WI - [2016-05-11 BCR Itr to Willis \(Letter of Interest\)](#)
3. Correspondence from Alderman McSweeney re: Interim Administrator - [McSweeney Email - Interim Administrator](#)
4. Correspondence from Mayor St. Marie-Carls and Council President Brickner re: Transition Plan – City Administrator - [Transition Plan - City Administrator 5-12-2016](#)
5. Correspondence from Mayor St. Marie-Carls re: Ethics Committee Request - [Ethics Memo-5-12-2016](#)
 - ✓ Memo from Alderwoman Schandel re: Consideration for Ethics Committee - [Alderwoman Schandel-Memo Ethics Committee](#)
6. Agreement by and Between the Community Development Authority and Bear St. Francis 1, LLC; Bear St. Francis 2, LLC and Bear St. Francis 3, LLC - [Bear-St Francis - TID Agreement 051216a](#)
7. Certification by City Clerk Concerning a Referendum Petition A Charger Ordinance to define the Role of Mayor as Chief Executive Officer and to Establish the Office of City Administrator - [Petition Certification](#)

Discussion Items with Possible Action:

1. Voucher List dated May 17, 2016 in the amount of \$233,171.51 - [5-17-16 Voucher List](#)

Training/Conference/Seminar Requests:

Comments on Prior, Present and Potential Agenda Items:

1. City Attorney
2. City Administrator
3. Department Head
 - ✓ Engineer's Report – May, 2016 - [may engineer report](#)
4. Alderpersons
5. Mayor
 - Special Search Committee Update
 - Building Schedule Update
 - Upcoming Public Hearing Dates
 - Mayor's Ad Hoc Task Force Update - [5-11-2016 -Notes Mayors Task-Group-mtg](#)
 - Charter Ordinance – Update on Inquiries

Adjourn

NOTE: The Council may discuss other matters as authorized by law, and reserves the right to reconvene in Open Session after Closed Session action. Some of the correspondence, ordinances and resolutions may or may not be acted upon or discussed by Council.

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public meetings, who have a qualifying disability under the Americans with Disabilities Act. 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 St. Francis City Clerk at 481-2300.

The meeting was called to order at 7:00 p.m. by Mayor St. Marie-Carls. Following the Pledge of Allegiance and a moment of silence for the community, roll call was taken.

Present: Mayor St. Marie-Carls, Alderpersons Wattawa, Schandel, Brickner, McSweeney, Klug and Tutaj

Also Present: City Administrator Rhode, City Attorney Alexy, City Clerk/Treasurer Uecker, Fire Chief Lockwood, Police Chief Dietrich, City Engineer Dejewski, Building Inspector Vretenar and interested citizens

Statement of Open Meetings Compliance:

City Clerk/Treasurer Uecker stated that the meeting has been properly posted.

Resolutions and Ordinances:

Moved by Alderman McSweeney, seconded by Alderman Klug to adopt a Resolution Congratulating Miss Gina Milliacca on Being Selected Miss St. Francis 2016 and Tendering Her the Best Wishes of the City of St. Francis in Her Competition for the Title of Miss Wisconsin for 2016. Motion carried. **Resolution No. 2706**

Minute Approval:

Moved by Alderman McSweeney, seconded by Alderman Wattawa to place on file the minutes of the Common Council meeting held April 19, 2016. Motion carried.

Reports from Committees/Commissions/Boards:

Moved by Alderman Brickner, seconded by Alderman Wattawa to place on file the Reports from Committees/Commissions/Boards as listed on the May 3, 2016 Common Council Agenda. Motion carried.

Action Items from Committees/Commissions/Boards:

Moved by Alderman Brickner, seconded by Alderman Wattawa to approve Beverage Operator's Licenses for Christina Becerra, Patrick Brhely and Rebecca Ryan. Motion carried.

Moved by Alderman Brickner, seconded by Alderman Wattawa to approve a Temporary Class "B"/"Class B" Retailers License for Parent Engagement Network/Downtown Montessori Academy – Elizabeth Becerra, Representative – DMA Spaghetti Dinner on May 14, 2016 at the Marian Center located at 3195 South Superior Street. Motion carried.

Moved by Alderman Tutaj, seconded by Alderman Wattawa to concur with the recommendation from the Planning Commission to approve the Certified Survey Map for 3849 South Packard Avenue contingent upon a lot width variance being obtained within 6 months from the Zoning Board of Appeals. Motion carried.

Moved by Alderman Tutaj, seconded by Alderman McSweeney to recommend the approval of the rezoning for 3876 South Kinnickinnic Avenue from R-3 to M1-SU and to direct the City Clerk to set the public hearing. Motion carried.

Moved by Alderman Wattawa, seconded by Alderman Tutaj to approve the Change in Operation for 2040 East St. Francis Avenue to allow Building 1 to be all indoor storage with indoor unit 170 being removed for access to the existing door; and to allow Building 3 to have an employee of Darrick Dysland's company during the hours stated in the Special Use permit. Motion carried.

Appointments to Committees/Commissions/Boards:

Moved by Alderman McSweeney, seconded by Alderman Wattawa to concur with the Mayor's appointments: Board of Review – Larry Kortendick and Luanne Coyne; Library Board – Jennifer Polinski. Motion carried.

Correspondence with Possible Action or Referral to Committees/Commissions/Boards:

Moved by Alderwoman Schandel, seconded by Alderman Wattawa to place on file with reference in the minutes the Mayor's Update #84. Motion carried.

Moved by Alderman McSweeney, seconded by Alderman Wattawa to place on file with reference in the minutes the correspondence dated April 10, 2016 from the Memorial Committee regarding May 30, 2016 Ceremony. Motion carried.

Moved by Alderman McSweeney, seconded by Alderman Wattawa to place on file with reference in the minutes the Comments and Request from Alderwoman Schandel regarding Charter Ordinance No. C-14. Motion carried.

Moved by Alderwoman Schandel to refer to the Legislative Committee the consideration of a Charter Ordinance to repeal Charter Ordinance No. C-14. Motion fails for lack of a second.

Discussion Items with Possible Action:

Moved by Alderman Brickner, seconded by Alderwoman Schandel to place on file and approve all vouchers on the Voucher List dated April 20, 2016 through May 3, 2016 in the amount of \$245,297.56. Motion carried.

Training/Conference/Seminar Requests:

Moved by Alderman Brickner, seconded by Alderman Klug to place on file with reference in the minutes the Training/Conference/Seminar Request as listed on the May 3, 2016 Common Council Agenda and to approve the request with the necessary expenses as it is a budgeted item. Motion carried.

Adjourn:

Moved by Alderman McSweeney, seconded by Alderman Klug to adjourn. Motion carried.

Time: 8:09 p.m.

RESOLUTION NO. 2706

**RESOLUTION CONGRATULATING MISS GINA MILIACCA
ON BEING SELECTED MISS ST. FRANCIS 2016 AND**

TENDERING HER THE BEST WISHES OF THE CITY OF ST.

FRANCIS IN HER COMPETITION FOR THE TITLE OF

MISS WISCONSIN FOR 2016

WHEREAS, Miss GINA MILIACCA was selected Miss St. Francis 2016 by reason of her talent, beauty, personality and general demeanor; and

WHEREAS, she will be the fifty-second Miss St. Francis title holder to compete in the Miss Wisconsin Pageant for the coveted title of Miss Wisconsin, 2016; and

WHEREAS, it is fitting and proper that she carry with her the best wishes of the entire City of St. Francis for success in such statewide competition;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of St. Francis that it does hereby congratulate Miss GINA MILIACCA for her success in her competition for the title of Miss St. Francis 2016 and it does hereby tender to her the best wishes of all the residents of the City of St. Francis and the official administration of the City for continued success in the Miss Wisconsin Pageant.

PASSED and ADOPTED this 3rd day of May, 2016.

/s/CoryAnn St. Marie-Carls

Mayor

ATTEST:

/s/Anne B. Uecker, MMC/WCPC

City Clerk/Treasurer

**MINUTES OF THE LICENSE COMMITTEE MEETING HELD
MAY 3, 2016**

Present: Alderpersons Brickner, Wattawa and Klug

Also Present: City Clerk/Treasurer Uecker, Chief Dietrich, City Attorney Alexy, Alderwoman Schandel, Christina Becerra, Patrick Brhely, Rebecca Ryan, Elizabeth Becerra

The meeting was called to order at 6:49 p.m.

Moved by Alderman Klug, seconded by Alderman Wattawa to elect Alderman Brickner chair. Motion carried.

Moved by Alderman Wattawa, seconded by Alderman Klug to place on file the minutes of the License Committee meeting held April 19, 2016. Motion carried.

Moved by Alderman Klug, seconded by Alderman Wattawa to recommend approval of Beverage Operator's Licenses for Christina Becerra and Rebecca Ryan. Motion carried.

Moved by Alderman Klug, seconded by Alderman Wattawa to recommend approval of a Beverage Operator's License for Patrick Brhely. Motion carried with Alderman Brickner opposed.

Moved by Alderman Wattawa, seconded by Alderman Klug to recommend approval of a Temporary Class "B"/"Class B" Retailers License for Parent Engagement Network/Downtown Montessori Academy – Elizabeth Becerra, Representative – DMA Spaghetti Dinner on May 14, 2016 at the Marian Center located at 3195 South Superior Street (gymnasium). Motion carried.

Moved by Alderman Wattawa, seconded by Alderman Klug to place on file with reference in the minutes the letter of denial for a Combination "Class B"/Class "B" License for F.F.III Enterprises, LLC, Fredrick G. Fairbanks, III at 2227 East St. Francis Avenue d/b/a Box Car Inn. Motion carried.

Moved by Alderman Wattawa, seconded by Alderman Klug to adjourn. Motion carried.

Time: 7:00 p.m.

**MINUTES OF THE BARGAINING COMMITTEE MEETING HELD
APRIL 13, 2016**

Present: Alderpersons Fliss, Brickner and Wattawa

Also Present: City Clerk/Treasurer Uecker, City Attorney Alexy, Mayor St. Marie-Carls, City Engineer Dejewski, Chief Lockwood, Alderman McSweeney and representatives of PAA, LLC

Chairwoman Fliss called the meeting to order at 3:30 p.m.

Moved by Alderman Brickner, seconded by Alderman Wattawa to place on file the minutes of the Bargaining Committee meeting held April 6, 2016. Motion carried.

Moved by Alderwoman Fliss, seconded by Alderman Wattawa to recommend to the Common Council to set the salary range for the City Administrator at \$90,000 - \$110,000. Motion carried.

Kevin Brunner of PAA, LLC reviewed the proposal and scope of services they will provide for the City Administrator search. Kevin walked through the proposal and the timeline. He also had the Committee complete a ranking of the 5 most important characteristics/qualities that they are looking for in an administrator. He asked that the rest of the Council complete the ranking as well as the Mayor's search committee. This will give them some direction when placing the ad as well as ranking the candidates when the resumes have come in. He reiterated that PAA is there to facilitate the process but that the decision on the Administrator will be made by the Council. He did state that the process takes about four months. He also had a proposed timeline for the Committee to review.

Moved by Alderwoman Fliss, seconded by Alderman Wattawa to adjourn. Motion carried.

Time: 4:18 p.m.

**CITY OF ST. FRANCIS
MINUTES OF THE BOARD OF PUBLIC WORKS
MEETING HELD TUESDAY, MARCH 8, 2016, 5:30PM**

Present: Alderperson Sue Bostedt, Alderman Mike McSweeney (arrived approximately 5:50pm), Alderwoman Debbie Fliss Citizen Members Paul Pankowski, Christine Hancock, Shawn Feirer and Amanda Bednarski.

Also present: Mayor CoryAnn St. Marie-Carls, City Engineer/Director of Public Works Melinda Dejewski, James Hatzenbeller.

Alderwoman Bostedt called the meeting to order at 5:30pm.

1. Public Comment.

None.

2. Minutes

A motion was made by Alderwoman Fliss, seconded by Alderman McSweeney to approve the minutes of the February 10, 2016 meeting. Motion carried.

3. Correspondence

A. Grace Liebenstein Re: Snow Removal on Sidewalks

City Engineer Dejewski stated that she has not received any complaints regarding this section of sidewalk. There was general discussion on the time allowed to clear walks and that other issues may have come forward after the snow was removed. The City Engineer is to write a letter to the resident outlining snow removal procedures and inform her that if she sees an issue, to call right away.

B. Jim Hatzenbeller Re: S. Pennsylvania Ave Pavement and Alley east of S. Pennsylvania Ave

City Engineer Dejewski explained the construction of S. Pennsylvania Avenue and that the pavement is thicker than typical and that the pavement is in good condition compared to other roads in the City. City Engineer Dejewski also explained that alleys are a low priority compared to streets however, the alley in the correspondence will be reviewed and added to the Watermain Trench Repair contract if replacement of the section is warranted.

Mr. Hatzenbeller then explained that at Whitnall Square, there were some trees blocking the view of traffic on S. Pennsylvania Avenue when exiting the northern most exit. City Engineer Dejewski stated it would be investigated and if the trees were on City property, the City would trim them. If they were on private property, Building Inspector Vretenar would get involved with contacting the property owner to trim them.

Mr. Hatzenbeller also asked if the road repair map could be put back into the newsletter. The Board indicated that they would take that under advisement.

A motion was made by Alderwoman Fliss, seconded by Alderman McSweeney to place the correspondence on file. Motion carried.

4. Discussion and Possible Action

A. Report of the Board of Public Works

City Engineer Dejewski reviewed the report with the Board. There were some comments regarding adding "pending" to some items that were still pending to be more clear. A motion was made to place the report on file, update the items that need "pending" added and forward the report to the Common Council. Motion

carried.

4. Discussion and Possible Action

B. Sidewalk Replacement Program

City Engineer Dejewski stated that she and Todd Willis of the City made the presentation to the UWM students however, the City's project was not selected. However, she has an employee who will be needing light duty and she will have him preform the inventory. No action was taken on this item.

C. Citywide Easements and Right-of-Ways

D. Continuance or Reverting City Owned Property to the Tax Rolls

Alderwoman Bostedt stated that she would like to see these items continue to be worked on after her resignation from the Council They are important items to help with time and funding issue in the DPW and the City. No action was taken on these items.

6. Engineer's Report

City Engineer Dejewski reviewed the report. Alderwoman Bostedt inquired when the piles of dirt on the Nevada Avenue project would be removed. City Engineer Dejewski state that once the project resumes, they will be spread around the County land as requested by the County. Board Member Hancock inquired about the utilities on the Denton Avenue project. City Engineer Dejewski explained the issue with the water and gas utilities needing to be replaced prior to the road being replaced. A motion was made by Alderwoman Fliss, seconded by Board Member Pankowski to place the report on file. Motion carried.

7. Unfinished Business

A. S. Troy Avenue Extension

No report.

B. Discussion – Road Project Special Assessment Methods

Alderwoman Fliss stated that this work should wait until the new board is in place after the election. It may eventually need to go to the Legislative Committee if changes are recommended.

C. Discussion and Possible Action – S. Nevada Avenue Street Lighting

City Engineer Dejewski received notice tha the City can do some lighting. She has contacted We Energies to see what type of lights they have that meet the specifications from the County.

D. Discussion and Possible Action – S. Betz Avenue Right-of-Way

Board Member Feirer reported that the owners are very interested in the possibility of combining the lots.

8. Adjourn

A motion was made by Alderwoman Fliss, seconded by Alderwoman Bostedt to adjourn. Motion carried.
Time 6:12p.m.

ENGINEER'S REPORT MARCH 2016

ROAD PROJECT REPORT 2016

ROAD	TYPE OF TREATMENT	CONSTRUCTION ESTIMATE	DESIGN ESTIMATE	INSPECTION ESTIMATE	UPDATE ON PROJECT
Denton from Packard to Barland	resurface	\$300,000.00	in-house	in-house	Postponed until 2017
Crawford Avenue Parking Lot	construct	\$325,000.00	in-house	in-house	
Martin Lane from Lake to Kirkwood	construct	\$350,000.00	in-house	in-house	Survey in progress
Removal of S. Brust – Bolivar to Whitnall	deconstruct/grant	\$200,000.00	in-house	in-house	Barricades in place
Watermain Trench Repair Program	reimbursement	\$60,000.00	in-house	in-house	Getting locations mapped.
Sidewalk Replacement Program	repair/replacement	\$40,000.00	in-house	in-house	Working on survey.

2015

ROAD	TYPE OF TREATMENT	CONSTRUCTION ESTIMATE	DESIGN ESTIMATE	INSPECTION ESTIMATE	UPDATE ON PROJECT
Nevada Extension	Construction	\$1,000,000	\$40,000	\$80,000	Project in progress.
Brook Place Storm Sewer/Road	Construct	\$300,000	In-house	\$20,000	No response from resident. Moving forward with survey work.

2014

ROAD	TYPE OF TREATMENT	CONSTRUCTION ESTIMATE	UPDATE ON PROJECT
Kansas from Layton to Whitnall	construct	\$500,000	Construction complete. All scheduled walk-throughs complete. Assessments 2016.

2012

ROAD	TYPE OF TREATMENT	CONSTRUCTION ESTIMATE	UPDATE ON PROJECT
Packard from Howard to Lunham	resurface	\$876,248.51 (\$198,846.67 city portion)	Project is complete. Punch list items are done. Cost to date: \$187,044.50. State performing audit for 2 years. Letter sent to property owners.



License Committee Agenda

May 17, 2016
6:30 p.m.

NOTICE

There will be a License Committee meeting on **Tuesday, May 17, 2016 at 6:30 p.m.** at the Civic Center in the Committee Room located at 3400 E. Howard Avenue.

LICENSE COMMITTEE AGENDA

1. Call to order by Chairperson Brickner.
2. Approval of the Minutes of the License Committee Meeting held May 3, 2016
3. Licenses:

New:

Beverage Operator License

Joshua J. Chilson (Needs Class)

Debra L. Miller

Angela M. Shemeld

Lindsey M. Tice

Combination Class "B"/"Class B" Beer and Liquor Retail License

Locicero Properties LLC – Carlos L. LoCicero, Agent – business name to be determined, located at 2227 E. Saint Francis Ave. pending issuance of Occupancy Permit, Wisconsin DOR Seller's Permit, Sanitation Inspection approval, and completion of Responsible Beverage Servers course

Special Event – Outdoor Cabaret License

42 Ale House – Lynn Nilles, 3807 S. Packard Avenue for event on Friday, June 10, 2016

Renewals:

Amusement Device Supplier License plus tags

A & O Entertainment – Scott Krahn

Red's Novelty Ltd – Jay G. Jacomet

SNC Inc. – Patrick J. Modl

Beverage Operator License

Elizabeth A. Boehme

Patrick F. Chilson

Mark S. Fisher

David Goltz

Joseph E. Proite

Carl E. Schad

Denise M. Seaman

Harpreet Singh

Diljeet S. Khahra
Mohinder K. Khahra
Cynthia S. Nowak
Paul Pankowski

Lisa M. Ventimiglia
Renni R. Wagner
Jody L. Wilimitis

City of St. Francis Sponsored Events – St. Francis Art's Council

Request for St. Francis Art's Council to sell fermented malt beverages during concerts held on June 22, 2016; July 6, 2016; July 20, 2016; August 3, 2016; and August 17, 2016 between the hours of 5:30 p.m. and 10:00 p.m. – Licensed servers will be David Goltz and Deborah Fliss.

4. Discussion and Possible Action:

5. Correspondence:

6. Unfinished Business:

Ordinance regarding venues with large gatherings
Marian Center – Special Use Ordinances No. 840 and No. 987

7. Adjourn

PUBLIC NOTICE

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public hearings, which have a qualifying disability under the Americans with Disabilities Act. 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 St. Francis City Clerk at 481-2300. The meeting room is wheelchair accessible from the east and west entrances.

NOTE: There is a potential that a quorum of the Common Council may be present.

Posted 5/13/16



City of St. Francis

Melinda K. Dejewski, PE, City Engineer/Director of Public Works

May 6, 2016

City of St. Francis
Board of Public Works

Subject: College Labor Program Funding

Dear Board of Public Works Members:

I have been requested to provide information on the college labor program costs. As you are aware, there were budget cuts in the Highway Department budget in the part time help account. This account is the one where the college labor and gardener are budgeted. The reduction was approximately \$10,000. Therefore, I had to reduce the program days and hours to stay close to the budget. Below is a table showing what the past program was and what it is today.

	Program Dates	Program Work Hours	Program Costs
Past Years	Approx. May 15 to mid to late August	7am to 3:30pm	\$27,000
Current Year	Approx. May 15 to August 5	7am to 12pm	\$13,000

The estimate of what the additional cost would be to have the college laborers work a full day between May 15 and August 5 is approximately \$8000.

Please let me know if you have any questions.

Sincerely,

Melinda K. Dejewski, P.E.
City Engineer/Director of Public Works

AMENDED AND RESTATED
PLANNED DEVELOPMENT AGREEMENT

Document Number

Document Title

THIS AMENDED AND RESTATED PLANNED DEVELOPMENT AGREEMENT (this "Amended and Restated Planned Development Agreement") is made this ____ day of June 2016 by and between the City of St. Francis, a Wisconsin municipal corporation (the "City"), and Airport I, LLC, a Wisconsin limited liability company (the "Owner").

RECITALS:

WHEREAS, on March 6, 2001 the City enacted Ordinance No. 1070, "An Ordinance Establishing or Changing Zoning of Certain Lands in the City of St. Francis (City of St. Francis, owner) (Tax Key Nos. 592-0001 to 592-0016, inclusive)" (the "Ordinance"); and

WHEREAS, by virtue of its adoption, the Ordinance rezoned the properties referred to therein as a planned unit development for "commercial and light industrial only"; and

WHEREAS, the Ordinance further provides, in pertinent part, that "there shall be no retail establishment and the hours of operation shall be such to minimize disturbance of the neighborhood. Specific uses, restrictions and grants shall follow in a Planned Development Agreement"; and

WHEREAS, pursuant to the provisions of the Ordinance concerning establishment of "specific uses, restrictions and grants", the City and the Owner entered into a Planned Development Agreement dated April 23, 2001, recorded as Document No. 8071939, and amended on December 17, 2002, recorded as Document No. 8424210 (collectively, the "Original Agreement") related to the use of the property located at 4630 South Brust Avenue, St. Francis, Wisconsin (the "Property"); and

WHEREAS, City and Owner desire to amend and restate the Original Agreement in its entirety as set forth below.

Recording Area

This Document should be returned to:

Anne B. Uecker,
City Clerk/Treasurer
3400 E. Howard Ave.
St. Francis, WI 53235

592-0005-002

Parcel Identification Number (PIN)

NOW THEREFORE, in consideration of the RECITALS and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Owner agree as follows:

1. **ORIGINAL AGREEMENT SUPERSEDED.** This Amended and Restated Planned Development Agreement hereby amends and restates the Original Agreement in its entirety. The Original Agreement shall be deemed terminated, released and of no further force and effect.
2. **EXISTING UTILITIES.** The City acknowledges that all existing City utilities under former Price Avenue have been abandoned.
3. **EASEMENTS.** The City hereby releases, terminates and forever discharges any and all easement rights, if any, encumbering the Property that the City may have acquired pursuant to Wisconsin Statute Section 66.1005.

4. **USE.** The Property is currently zoned as a Planned Unit Development for commercial and light industrial uses.
- (a) Pursuant to the provisions of Ordinance No. 1070, the Property shall not be used for retail purposes and hours of operation shall be such to minimize disturbance of the neighborhood.
 - (b) Pursuant to the provisions of Section 1070.01 of the Ordinance providing that specific uses, restrictions and grants shall follow in a Planned Development Agreement the following specific uses, restrictions, and grants are hereby established:
 - (i) Permitted uses on the Property shall be limited to those uses expressly enumerated in the Exhibit A attached hereto and incorporated herein by reference (collectively, the "Permitted Uses") and uses that are accessory or incidental to such uses provided, however, that the Owner may, from time-to-time request that the City grant permission for a "special use" listed on the Exhibit B attached hereto and incorporated herein by reference. Permission to use the Property, or any part thereof, for any special use(s) listed on Exhibit B shall be applied for and reviewed in accordance with the provisions of sec. 455-48 of the City of St. Francis Code of Ordinances. Any approval granted by the City of a requested special use from time-to-time shall be memorialized in the form of an amendment to this Amended and Restated Planned Development Agreement.
 - (ii) Restrictions. There shall be no retail establishment and the hours of operation shall be such to minimize disturbance of the neighborhood. In addition, the following uses are also expressly prohibited:
 - [a] Heavy Manufacturing as defined in the St. Francis Municipal Code, current zoning classification Manufacturing District M-2, or comparable section as it may be amended from time to time;
 - [b] Trucking terminals for heavy (cross-dock) trucking;
 - [c] Residential units; and
 - [d] Retail stores.
 - (iii) Operational Restrictions. Operations on the Property shall be subject to the following restrictions:
 - [a] No unreasonably loud, environmentally disruptive noises, including but not limited to air compressors, continuously running motors, generators, air hammers, power tools, construction equipment/machinery or loud playing radios, shall be allowed where such noise(s) may be a nuisance to adjacent properties.
 - [b] No refrigeration trucks are permitted except when actively loading/unloading.
 - [c] Diesel trucks shall not be cold-started on the Property. The engines from such trucks shall be kept warm.
 - [d] No idling of truck engines shall be permitted in excess of 15 minutes for parked or stopped trucks unless express approval is granted by the

Planning Commission as part of the approval of a site plan/plan of operation for specific use(s) of the Property, in which case the permitted location(s) and number of parked/stopped trucks shall be set forth on the approved Site Plan. .

- [e] Cushioning shall be provided around loading dock doors.
- [f] Between 9:00 p.m. to 7:00 a.m., loading dock doors shall be closed except when actually loading or unloading vehicles.

(iv) PLAN OF OPERATION AND SITE PLAN APPROVAL, REQUIREMENTS.

- [a] Site Plan and Plan of Operation approval shall be required for those uses specified in Exhibit A and for any special use listed in Exhibit B that may be granted from time to time.
- [b] In addition to meeting the requirements set forth in Sec. 455-36(E)(6) of the City of St. Francis Code of Ordinances, Site Plans shall address the number of diesel and refrigerator trucks that are permitted on the Property between the hours of 10:00 p.m. and 7:00 a.m. and the frequency of deliveries to and departures from the Property during such hours.
- [c] In considering proposed Site Plan and Plan of Operations from time-to-time, the Planning Commission shall consider the intended use of the Property for commercial and light industrial uses, the intention to minimize the disturbance to neighboring residential properties resulting from such uses, prior and existing uses of the Property under Ordinance No. 1070, the impact from the Property on neighboring residential properties in light of other existing commercial/industrial properties lawfully existing and, in appropriate cases, whether a request for a new or expanded use may be granted conditioned upon the addition of landscaping/screening as may be reasonably necessitated to avoid additional disturbance to neighboring residential properties.

(v) LANDSCAPING AND EXTERIOR LIGHTING. The Owner shall maintain landscaping and exterior lighting in accordance with approved plans on file with the City.

(vi) MAINTENANCE. The Owner shall insure that the building is properly maintained at all times by personnel who are either employees of owner or management agents directly accountable to owner. The name, phone number and pager number of such persons shall be made available to City personnel at all times.

(vii) UTILITIES UNDERGROUND. All utility installations on the Property, including electrical, shall be installed underground.

(viii) FIRE SUPPRESSION. The entire building shall be sprinklered per NFPA 13 and Chapter 245 of the City of St. Francis Municipal Code regarding such, and copies of installation plans be submitted to the Fire Chief prior to installation or alteration. Owner shall be responsible for maintenance and testing of fire suppression system(s) in accordance with Chapter 245 of the City of St. Francis Municipal Code.

- (ix) SNOW REMOVAL. The Owner shall provide for private snow removal. Such shall be done in such a manner that snow is not deposited in the street right-of-way.
- (x) GARBAGE/RECYCLING. The Owner shall provide and maintain proper garbage and recycling facilities on the site. Such facilities shall be located in the structure shielded from any adjoining properties, near the north end of the property. The Owner shall comply with all recycling laws and cooperate with the City for any reports required by the State of Wisconsin.

5. **AGREEMENT BINDING.** This Amended and Restated Planned Development Agreement is binding upon all the heirs, successors, assigns and personal representatives of the parties, and shall be recorded in the Office of the Register of Deeds of Milwaukee County, to become a binding restriction upon the Property and all subsequent owners and occupiers of the Property. If the Property is ever transferred to a person or entity that is a not-for-profit organization, the subsequent owner shall make payments to the City in lieu of taxes in an amount equal to what the City portion of real estate taxes would be for each year in a manner identical to actual real estate taxes. Failure to make such payments shall result in a lien against the Property for such amount and bear 12% annual interest.
6. **SEVERABILITY.** If any part of this Amended and Restated Agreement, or any supplemental agreements hereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part should be restrained, or be found unconstitutional or otherwise invalid by such tribunal, the remainder of this Amended and Restated Planned Development Agreement shall not be affected thereby.
7. **ENFORCEABILITY.** This Amended and Restated Planned Development Agreement is enforceable under the Code, and particularly Chapter 17 of the Code, as a valid Ordinance of the City of St. Francis.
8. **CONTINUING OBLIGATIONS.** The parties hereto shall continue their respective obligations hereunder in all aspects. All plans shall be adhered to and proper maintenance shall continue as long as Planned Unit Development zoning shall continue.
9. **COMPLETE AGREEMENT.** This Amended and Restated Planned Development Agreement is the complete and entire agreement of the parties with respect to the matters covered by this Amended and Restated Planned Development Agreement, and it shall supersede all prior agreements to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Amended and Restated Planned Development Agreement shall be binding or effective unless they are included herein. This Amended and Restated Planned Development Agreement may be introduced into evidence by any party without objection in any action to enforce the terms of this Amended and Restated Planned Development Agreement. No modification of this Amended and Restated Planned Development Agreement shall be binding unless in writing and signed by Owner and City.
10. **INTERPRETATION.** The Parties acknowledge and represent that this Amended and Restated Planned Development Agreement is the subject of negotiation by all parties and that all parties together shall be construed to be the drafter hereof and this Amended and Restated Planned Development Agreement shall not be construed against any party individually as drafter.

EXHIBIT A
PERMITTED USES

Artist Studio
Office, general
Medical Research laboratory
Building maintenance service
Business service
Catering service
Personal service, general
Tool/equipment rental facility (inside only)
Limited wholesale facility
Indoor mini-warehouse
Light Motor Vehicle Repair facility
Contractor's shop
Manufacturing, light
Wholesale and distribution facility, indoor
Mechanical household repair and maintenance services

EXHIBIT B
POTENTIAL "SPECIAL USES" THAT MAY BE REQUESTED UNDER SEC. 455-48 OF
THE CITY OF ST. FRANCIS CODE OF ORDINANCES

Broadcasting or recording studio

Educational Uses; specialty, technical, trade or personal instruction

Dry cleaning, processing

Research and Development – Light Industrial



5/12/2016

Memo:

To: Honorable Common Council, Staff & Citizens

From: Mayor St. Marie-Carls

Re: Info Sharing Update #85 - from Mayor

ITEMS IN THIS UPDATE:

1. **Office Hours: Established by Mayor St. Marie-Carls**
Starting Monday, May 16th – Monday's 1-3p.m. and Thursdays 1-3p.m.
2. **The Awards program for St. Francis High School is May 25th – at 7:15p.m. in the Theatre.**
3. **Next Mayor's task Group meeting is scheduled for May 31st – 7p.m. in the banquet room of St. Francis Brewery. Thank you to representatives from the Department of Revenue for attending our May 11th meeting. *Claude Lois, Administrator of the Department of Revenue, Division of State and Local Finance and Pat Chaneske, Supervisor of the Equalization.* Also thanks to Alderman Tutaj and Alderman Klug for attending as well as City Clerk Anne Uecker.**
4. **I want to congratulate the newly named St. Francis Business of the Year, Lakeside Chiropractic and Dr. Chris Dwyer. The dinner to honor the business of the year will be on September 28th. The Economic Development Committee recently announced the selection.**
5. ***Citizens Police Academy Graduation is May 18th – thank you to our St. Francis Police Department for leading this outstanding program.***
6. ***Thank you to our Fire Department for participating again in the effort to "Go Red for Women" and promo heart health awareness.***



FRIEBERT, FINERTY & ST. JOHN, S.C.
ATTORNEYS AT LAW

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WILLIAM B. GUIB
S. TODD FARRIS
TED A. WARPINSKI
LAWRENCE J. GLUSMAN
BRIAN C. RANDALL
CHRISTOPHER M. MEULER
M. ANDREW SKWIERAWSKI

May 11, 2016

VIA E-MAIL

projects@stfranwi.org

Mr. Todd Willis
Special Project Coordinator
City of St. Francis
3400 E. Howard Avenue
St. Francis, WI 53235

ROBERT H. FRIEBERT
(1938-2013)

EMERITUS
JOHN D. FINERTY

OF COUNSEL
THOMAS W. ST. JOHN

RE: Gallacher Development LLC and Self-Storage Ventures, LLC / St. Francis, WI

SUBJ: *Letter of Interest to Purchase and Develop the Properties at the Southeast Corner of Kinnickinnic Avenue and Howard Avenue and the Northeast Corner of Kinnickinnic Avenue and Norwich Avenue*

Dear Mr. Willis:

We represent Gallacher Development and Self-Storage Ventures, an experienced development and operating team for modern, attractively-designed self-storage facilities. We are seeking to purchase and develop the above-referenced sites owned by the City of St. Francis. To that end, Self-Storage Ventures submitted its March 10, 2016 letter of intent to the City's real estate listing broker for the site.

We appreciate the time that you, several other City officials and the City's brokers have recently devoted to answering our team's questions and we have been advised to submit in writing the preliminary project details and be prepared to speak to the proposal at the May 17th Common Council meeting.

Accordingly, we are pleased submit this Letter of Interest.

Developer Background

Self-Storage Ventures and its principals are experienced developers for long-term hold ownership of self-storage facilities offering both climate and non-climate controlled units. Over the past 35 years our team has developed more than 75 projects in 5 countries on 2 continents. We are excited to make the St. Francis project one of our first in Wisconsin.

Site Challenges and Compatibility for Self-Storage

While the combined properties form a sizeable overall site and the site is located at the key intersection of Kinnickinnic Avenue and Howard Avenue, the major WE Energies utility infrastructure that bisects the site with above-ground and subsurface facilities poses significant development challenges. In addition, the rolling site contains steep slopes in several areas.

Mr. Todd Willis
May 11, 2016
Page 2

These development challenges prevent a conventional retail layout on the site and adversely affect the parking arrangement options. Parking, of course, is imperative for retail and commercial users. Accordingly, these site challenges have impeded traditional commercial development on the site whether it be the northern portion that the City has listed for sale, the southern portion along Norwich Avenue, or both together.

Despite the site challenges, our self-storage project can be accommodated on the site because of its limited need for parking and the developer's ability to use and arrange smaller buildings that fit the unique site layout.

Self-Storage Project Proposal

We look forward to providing the City with additional, more detailed information as we proceed through the process. At this initial stage, we have been asked to submit the preliminary details of our project so we are happy to provide the requested information and speak to any of these matters at the May 17th Common Council meeting.

- **Self-Storage Land Use and Design:** Our self-storage development will be comprised of a set of buildings with attractively-designed facades abutting the public streets. *See Attachment pp. 1-2* (representative project picture and renderings). The facility will have a mix of climate controlled (interior access) and non-climate controlled (exterior access) units. *See Attachment pp. 3-4* (representative project pictures). The facility will generate minimal daily traffic and, because it will thus have a limited need for parking, we can maximize the challenging site in the layout of the project.

Our self-storage use is not permitted under the current zoning classification for the site. As we proceed, we will work with the City to identify the appropriate and necessary zoning code text amendments or rezoning steps for the project.

- **Self-Storage Operations:** Our personnel generally staff the onsite office during regular daytime business hours and a wide variety of storage and packing materials are commonly available at the office. *See Attachment p. 5* (representative office pictures). The facility will *not* operate as a 24-hour business. Security cameras and a monitoring system will be installed.
- **Accommodating Retail Uses:** We understand that the City has asked whether retail uses can be compatibly co-developed in a mixed use fashion with the self-storage use. In some circumstances, it may be possible to accommodate retail use(s) as part of a self-storage project. It is worth noting, however, that the overall values of self-storage facilities can be greater than retail uses so the highest-and-best use of a site by way of value can be maximized through a self-storage use.

In order to possibly accommodate any retail use, the general variables to consider include the proximity of the site within the commercial trade area, the retail uses already present in the trade area, the site-specific conditions and development challenges, access to the site,

Mr. Todd Willis
May 11, 2016
Page 3

the layout and availability of sufficient parking, among other factors. Where these variables align to support a mixed use scenario, we have found it possible to successfully accommodate retail uses as part of our self-storage facility. *See Attachment p. 1 (top)* (Greenwood, IN Extra Space Storage/AutoZone project rendering).

At this time, we have not made a determination whether a retail use can be added to this site but even if it cannot be accommodated, the overall valuation of the project with solely a self-storage facility will likely be higher for purposes of the City's tax base.

- Economic Development Impact: We are *not* seeking any tax incremental financing support from the City as part of the project. The final valuation for the project depends upon how the final site layout can be designed in light of the site challenges and the total rentable square feet that can be achieved as a result. The possible self-storage facility valuation will be approximately \$50 per rentable square foot such that the total value could be \$5 million or more. It is worth noting that the City-owned site currently has a value of \$0.

We are pleased to submit this Letter of Interest on behalf of Gallacher Development and Self-Storage Ventures, and we welcome the opportunity to introduce and address any questions about our self-storage proposal at the May 17th Common Council meeting.

While we will provide the City with additional and more detailed information as we proceed through the process, please do not hesitate to contact us with any immediate questions. We look forward to working with the City of St. Francis staff, its elected officials and the community stakeholders to develop this challenging site into a modern self-storage facility.

Very truly yours,

FRIEBERT, FINERTY & ST. JOHN, S.C.



Brian C. Randall
bcr@ffsj.com

BCR:las
Attachment

cc: Mr. Tim Rhode, City Administrator – w/Attach. (Via E-Mail)
Anne Uecker, MMC/WCPC, City Clerk/Treasurer – w/Attach. (Via E-Mail)
Mr. Cale S. Berg – w/Attach. (Via E-Mail)
Mr. Kelly J. Gallacher – w/Attach. (Via E-Mail)
Mr. Chris Duke – w/Attach. (Via E-Mail)

Anne Uecker

From: Mike McSweeney
Sent: Tuesday, May 10, 2016 12:20 PM
To: Mayor St. Marie-Carls; Council Members; Anne Uecker
Cc: Tim Rhode; Thomas Dietrich; Melinda Dejewski; Frank Lockwood; Paul Alexy

Mayor and Council,

I would like to address the issue of an interim to fill in during the transition from old administrator to new one. Mayor correct me if I'm wrong but the council appointed Mayor Richards as the interim, he did not appoint himself. Also I'm not sure you have the authority to make a unilateral appointment of an Administrator or department head on an interim basis subsequent to a resignation. That would say you have the authority to change their powers and duties established by ordinance without prior council approval. And maybe Paul can chime in on this if you'd like. With that being said I believe it should be decided by the mayor and council together.

This has nothing to do with Melinda's capabilities of doing the job. I believe it is asking too much of her and that it will take her away from her daily duties and the DPW and engineering could suffer because of it. Especially because we now have them doing everything in house. This could end up slowing down or delaying projects they are working on.

After giving it a lot of consideration, I personally believe we should appoint Debbie Fliss as the temporary interim to fill in while we are transitioning over from one administrator to another. I believe with her 20 years on the council and her years as a paid employee she has a very good grasp on what it will take to do the job short term. She is up to date on things that are currently going on and has valuable knowledge to keep us moving forward. I think we limit her to 16-20 hours a week depending on what is going on at the time. We could use the government temp service we used for dispatch to pay her. I have discussed this with Debbie and she would be willing to filling in.

My recommendation for the next council meeting it to appoint Debbie Fliss as the interim administrator so she has time to sit down with Tim to make sure she is up to speed on everything going on.

Sincerely,

Alderman Mike McSweeney

Anne,

Could you please put this email on the next council agenda under items for discussion and possible actions?

Thanks

**CoryAnn St. Marie-Carls, Mayor
Don Brickner, Council President
City of St. Francis
3400 E. Howard Ave. St. Francis, WI 53235**



5/12/2016

Memo:

To: Honorable Common Council, Staff & Citizens
From: Mayor CoryAnn St. Marie-Carls & Council President Don Brickner
Re: Transition Plan – City Administrator -Proposal for Council

Transition Plan – June – August 2016

Public Administration Associates – Schedule for recruitment of a City Administrator is scheduled to conclude in July of 2016, with the hire and start of a new Administrator before September 2016.

1. Department Heads conduct their work plans as established for the summer months.
2. Council President and Mayor meet weekly or by-weekly (whichever is the Council's choice) with Department Heads Monday's at 3p.m. to identify any needs to be brought forward to the Council.

NOTE: Council President and Mayor are available each afternoon as needed for immediate concerns or needs and will be ready for conference calls for in person meetings at short notice and have committed to be available.

3. Council President and Mayor will schedule a meeting to review the “to do” list of needs in transition with Tim Rhode prior to his departure.
4. The “to do” list of needs and priorities will be available to report to the Council for review; so they can be comfortable that all City Administrative operations, tasks, and needs are accounted for and will be addressed by committees, staff or Council in transition. Melinda Dejewski, City Engineer, with City Clerk, Anne Uecker will track items on a “to do” list and can call in the Council President and Mayor as needed to consult on any item.
5. Also, if needed for Council Chair/Committee item feedback, Council President and Mayor will be available on Mondays for face to face meetings.

CoryAnn St. Marie-Carls, Mayor, City of St. Francis
3400 E. Howard Ave. St. Francis, WI 53235 • (414) 399-0797 • Mayor@stfranwi.org



5/12/2016

Memo:

To: Honorable Common Council, Staff & Citizens

From: Mayor St. Marie-Carls

Re: Ethics Committee – Request and Exploration

At the request of Alderwoman Schandel I will be bringing forward information that requests the formation of an Ethics Committee for the City of St. Francis.

Attached is her letter of request and I will do my best to look into the matter and gather details on this request.

Please keep me informed if any Council members have comments or details on this subject for review. I will definitely consult with some other Mayor's in the area also on the topic. I remember actually making mention of this topic some years ago, as some Council members may remember at a Development Session we held over 3 years ago; but new research is needed at this point so I will find more information.

Sincerely,

Mayor CoryAnn St. Marie-Carls

Memo:

To: Mayor Cory Ann St. Marie Carls

From: Alderwomen Janis Schandel

Date: 5/10/2016

Subject: Consideration for Ethics Committee

Honorable Mayor,

I suggest for your consideration the formation of an Ethics Committee for the City of Saint Francis. I acknowledge that there are many committees on the agenda at this time and do not wish to overburden our City and people serving on such with yet another. I suggest waiting until after the new City Administrator is in place and the related search committee assigned is no longer needed and can be resolved.

Although other Municipalities have an Ethics Committee, this is one area I see our City may want to consider in the near future. I would be willing commit additional time to serve on the committee if it created.

Thank you in advance for your time and consideration of my request.

Best Regards,

Janis Schandel
Aldersperson 1st District

AGREEMENT
BY AND BETWEEN
THE COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF ST. FRANCIS,
THE CITY OF ST. FRANCIS
AND
BEAR ST. FRANCIS 1, LLC
BEAR ST. FRANCIS 2, LLC
BEAR ST. FRANCIS 3, LLC

AGREEMENT made and entered into effective the ____ day of _____ 2016 by and between the Community Development Authority of the City of St. Francis (“CDA”), the City of St. Francis (the “City”), and BEAR ST. FRANCIS 1, LLC, a Wisconsin limited liability company (“Phase 1 Owner”), BEAR ST. FRANCIS 2, LLC, a Wisconsin limited liability company (“Phase 2 Owner”), and BEAR ST. FRANCIS 3, LLC, a Wisconsin limited liability company (“Phase 3 Owner”). Phase 1 Owner, Phase 2 Owner and Phase 3 Owner may be referred to herein individually or collectively as “Developer”.

Recitals

WHEREAS, Bear Development, LLC has represented to the City and the CDA that it desires to develop the Property commonly referred to as 4000 South Lake Drive, City of St. Francis, County of Milwaukee, Wisconsin that is more fully described in the legal description set forth in Exhibit A (the “Property”) by means of the construction of an apartment project consisting of three (3) four-story residential apartment buildings which, upon completion, will provide not more than 317 apartment units and amenities such as a pool; fitness center, onsite property management office; game room; theater area; outdoor courtyard with seating areas and a gas fire pit overlooking Lake Michigan; walking trail; sun deck, walking trail, surface and subsurface parking, and related amenities; all in the same quality as more fully set forth in the December 9, 2015 Initial PUD plan and rezoning application presented by Bear Development, LLC, and as more fully set forth in the Detailed PUD Project Plans that will be submitted for approval by the City (collectively referred to as the “Project”); and

WHEREAS, Bear Development, LLC has further represented that each apartment building in the aforementioned Project will have between 100 and 106 apartment units, each comprised of: 3-bedroom apartment units, each having approximately 1,300 sq. ft.; two-bedroom apartment units, each having approximately 1,050 sq. ft.; one-bedroom apartment units, each unit having approximately 700 sq. ft.; and studio apartments, each unit having approximately 550 sq. ft., all as more fully set forth in the Detailed PUD Project Plan; and

WHEREAS, the Property is included within ~~City of St. Francis a Tax incremental~~ Incremental financing Financing district-District No. 5 (the “TID”), established by the City under Wisconsin law, and Bear Development, LLC has represented to the CDA that, upon completion, ~~of~~ all 3 phases of the Project would provide value increment for the ~~tax incremental financing district~~ TID of approximately \$30,000,000.00; and

WHEREAS, pursuant to ~~the Developer's~~Bear Development, LLC's request, the Property is currently zoned as a Planned Unit Development-Residential under Article IV, Chapter 455 of the City of St. Francis Code of Ordinances; and

WHEREAS, Bear Development, LLC has advised the City that it desires to construct the Project in three (3) phases and that, for purposes of financing each such phase, each Phase will be purchased by one of the Developers, all of which are affiliates of Bear Development, LLC, and/or its principals, Stephen R. Mills and Stephen C. Mills; and

WHEREAS, each Developer intends by its entry into this Agreement to be bound by the representations made by Bear Development, LLC to the City and the CDA and to be subject to such zoning approvals as have heretofore been granted by the City pertaining to the Property; and

WHEREAS, in conjunction with the detailed PUD plan approval that each Developer shall be required to obtain for each phase, each Developer will also be required to enter into a ~~a~~ Developer's Agreement with the City concerning the Property pursuant to § 455-35(B)(4) of the City of St. Francis Code of Ordinances to ensure that each Developer will comply with all applicable laws and regulations, including any conditions and restrictions adopted to regulate a specific planned development, and to assure the construction of all facilities and infrastructure associated with the Project (the "Developer's Agreement; and

WHEREAS, the CDA is created under Chapter 36 of the City of St. Francis Code of Ordinances pursuant to Wis. Stat. § 66.1335; and

WHEREAS, pursuant to § 36-2 of the City of St. Francis Code of Ordinances, the CDA has power to proceed with regard to urban renewal projects in the City of St. Francis; and

WHEREAS, Developer has represented to the City that assistance through tax incremental financing is necessary for Developer to complete the Project in accordance with the plans; and

WHEREAS, the ~~representations~~ made by Bear Development, LLC and each Developer constitute a material inducement for the City and CDA to enter into this Agreement; and

WHEREAS, based upon the representations of Bear Development, LLC and each Developer, and subject to the terms of this Agreement, the City and CDA desire to incur the conditional obligations to make Reimbursements as set forth in Section 3 below to facilitate the ~~re~~development of the Property in accordance with the Initial PUD Plan approved by the City and the Detailed PUD Plans and Developer's Agreements required for each Phase, and the Project Plan for the TID; and

WHEREAS, the City and CDA have determined that the conditional obligation to make Reimbursements to Developer under Section 3 ~~is~~constitutes an eligible project cost under Wis. Stat. § 66.1105 and the Project Plan for the TID and further that the Reimbursements are being used to reimburse eligible project costs of the Developer.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the CDA and Developer hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by reference into this Agreement and have the same affect as if fully set forth herein.
2. Improvements.
 - A. Phase I Owner shall prepare the Phase 1 portion of the Property, and construct the public and private improvements thereon in strict conformity with the Detailed PUD Plans and Developer's Agreement.
 - B. Phase 1 Owner agrees to commence construction on Phase 1 of the Project within twelve (12) months of the date of this Agreement and to actively pursue and complete such phase within twenty-four months of commencement. If Phase 2 Owner and/or Phase 3 Owner elects to proceed with Phase 2 and/or Phase 3 of the Project, such Developer(s) agrees to shall prepare the portion(s) of the Property for such phase(s) and complete construction of the public and private improvements thereon such phase in strict conformity with the applicable Detailed PUD Plan(s) and Developer's Agreement(s) within twenty-four months after commencement.
 - C. City, its officials, employees, and agents agree that they will act in good faith and will not obstruct or delay Developer's efforts with respect to the Project, including with respect to the timing, level, or issuance, as applicable, of inspections, approvals, permits, and other similar matters, and will treat Developer in a manner consistent with their treatment of other similarly-situated developers and will not arbitrarily impose construction or other requirements on Developer that could cause undue burdens with respect to costs relating to the Projects. Nothing in this Agreement, however, shall be considered as limiting the right of the City to enforce the terms of its ordinances including, but not limited to, its building, land division, and zoning codes. This Agreement shall also not be deemed to constitute a building permit, occupancy permit or any other permit or approval required by applicable federal state or City statute, ordinance, code, rule, regulation, order or any other law, or to constitute a waiver of, exemption from, or exception to the need for any such permit or approval.
3. Developer Financial Incentive Payments.
 - A. Subject to the terms and conditions set forth in this Agreement, the CDA agrees to make payments of development incentive grants to Developer as contemplated by the Project Plan for Tax Incremental Financing District No. 5 ("the TID"), to encourage the kind of improvements desired by the City and to assure tax base is generated sufficient to recover project costs by partially ~~reimburse~~ reimbursing Developer for (1) its costs and expenses incurred in constructing the approved public and private improvements in a total amount not to exceed twenty-seven and one-half percent (27.5%) of the positive value increment resulting from the approved

public and private improvements completed under each phase in accordance with the Detailed PUD Plan and the Developer's Agreement for such phase (the "Phase Reimbursement"); and (2) Developer's costs and expenses incurred in connection with the Reimbursement Financing, on the terms and conditions set forth in Section 3(B)(v) below (the "Financing Cost Reimbursement," and together with the Phase Reimbursements, collectively referred to herein as the "Reimbursements").

B. The Reimbursements payable by CDA to any Developer under this Section 3 shall be made in periodic annual installments subject to all of the following terms and conditions:

- i. Any Reimbursements ~~made payable~~ under the terms of this Agreement will be made by CDA on an annual basis beginning the April 1, of the first year following any Developer's full completion of the Improvements in its respective phase of the Project in accordance with the Developer's Agreement (the "Improvements") ~~for which the City has then received an increase in tax increment generated by the Improvements to the Property.~~
- ii. Any Reimbursements made by CDA to Developer under this Agreement will be made solely by means of Pay As You Go ("PAYGO") financing, with payments being made to Developer in any year solely from positive tax increment revenue that is both: (a) generated for such year as a result of solely based upon positive value increment generated by such phase of Developers' construction of the Improvements to the Property, subsequent using to the assessed value of the Property as of January 1, 2016 as a baseline; and (b) that have been actually collected by the City from the Property in that year.
- iii. The amount of the Reimbursement to be paid for any year shall not exceed eighty percent (80%) of the positive tax increment ~~actually received generated by the City~~ under Wis. Stat. § 66.1105 for such year as a result of Improvements to the Property made by Developer for each phase of development approved under the Developer's Agreement and actually collected by the City from the Project in said year. The Reimbursement payment each year shall first be applied to the Financing Cost Reimbursements for that year, then to any deferred Financing Cost Reimbursements pursuant to subsection (vi) below, and then to reduce the outstanding amount of the Phase Reimbursement.
- iv. The value increment for each phase Phase Reimbursement shall be determined by the City Assessor for each phase as of January 1, beginning in the first ~~and/or second full~~ year, whichever is greatest, following the completion of the Improvements and the issuance of an occupancy permit by the City for the Improvements in such phase in accordance with the City's normal assessment processes. ~~The base value of the Property for determining the value increment~~ each year shall be equal to the assessed

value of the Property for the year 2016, which shall be ~~allocated among~~determined by the Assessor for the City for each of the three phases upon any creation of separate tax parcels for such phases. Upon completion of each phase of the Project and determination of the value increment as provided in this Section, the City/CDA shall provide such Developer with written notice confirming (a) the initial value increment for the phase as determined by the Assessor for the City in accordance with then-applicable Wisconsin Statutes, and (b) the amount of Phase Reimbursement to Developer for such phase. The Phase Reimbursement as determined for any Phase shall, however, be adjusted if, as of January 1, in the second full year following the completion of Improvements and the issuance of an occupancy permit by the City for the Improvements for such phase in accordance with the City's normal assessment processes, the assessed value for that phase has increased in relationship to the assessment as determined for the first year following completion of the improvements and issuance of an occupancy permit for such phase. For example, if the 2016 assessed value of the Property (all three parcels) is \$2,000,000 and, for purposes of this example and for purposes of illustration only, the base value is allocated evenly among the three phases (\$666,666 per phase), and upon completion of phase 1 of the Project, the initial assessed value determined by the Assessor for ~~of~~ phase 1 is \$11,000,000, the value increment for ~~the phase 1 of the~~ Project is \$10,333,334, and the amount of the Phase Reimbursement ~~payment amount~~ for phase 1 ~~will~~would equal \$2,841,667 (i.e. 27.5% of the value increment), ~~payable in annual installments as described in this Section 3.~~ Upon completion of phase 2, ~~if total assessed value for phase 2 is \$12,000,000, then the value increment attributable to phase 2 only is \$11,333,334, and the amount of the Phase Reimbursement payment for phase 2 is \$3,116,667. In this example, the total Phase Reimbursements (including both phase 1 and phase 2) is \$5,958,334.~~

iv-v. Notwithstanding anything in this Agreement to the contrary, any determination(s) by the Assessor for the City of the initial value increment for each phase under sec. 3(b)(iv) for purposes of determining the Phase Reimbursement amount shall not be deemed to limit or abridge the Assessor's obligation to determine the assessed value of the Property for any subsequent year(s) in accordance with then applicable provisions of the Wisconsin Statutes or to affect the calculation of the Reimbursements payable by the CDA for any year(s), it being understood that the amount of any annual installment shall always be limited to 80% of the tax incremental revenue generated by the Property each year that have been actually collected by the City.

v-vi. Developer has represented that it will be capitalizing the future Phase Reimbursements that are anticipated to be made to Developer pursuant to this Agreement through debt, equity or convertible debt (the "Reimbursement Financing"). In addition to the Phase Reimbursements, City

and CDA agree to make Financing Cost Reimbursements to reimburse Developer for Developer's costs in connection with the Reimbursement Financing. Developer shall provide City with all relevant information, including but not limited to loan or equity agreements in connection with the Reimbursement Financing. Additionally, prior to City's payment of any annual Financing Cost Reimbursement, Developer shall first certify to the City, in a form mutually acceptable, (a) all interest, equity distributions and other costs and fees incurred by Developer in connection with the Reimbursement Financing actually paid by the Developer in the preceding twelve-month period; and (b) all tax credits received by Developer through any State or Federal agency, department, or program related to the construction and/or operation of the Project. For purposes of this Agreement Developer's costs in connection with the Reimbursement Financing shall include, ~~but not be limited to,~~ interest ~~(provided, however that Developer may only be reimbursed as Financing Cost Reimbursement under this subsection (v) for payment of interest or a return on investment to its investors in an amount not greater than six percent (6%) in any year), equity distributions~~ and normal and customary fees and expenses associated with ~~the Reimbursement Financing~~ capitalizing a TID incentive in an amount not greater than six percent (6%) of the amount financed (whether through debt, equity or convertible debt) for the Phase in the previous twelve (12) months. Developer represents and warrants that it will not use 9% low income housing tax credits to finance any aspect of the Project.

~~vi-vii.~~ vi-vii. In the event that the amount of any Reimbursement paid under this Agreement in any year is less than the amount of Developer's actual Reimbursement Financing costs in that year ("Shortage"), the amount of the Shortage will be eligible for payment from Reimbursements in future years as set forth in subsection (iii) above.

~~vii-viii.~~ vii-viii. Reimbursements payable by the CDA to any Developer under the terms of this Agreement shall continue until the occurrence of any of the following events by such Developer or its respective phase of the Project, whichever occurs first:

(a) Developer has received Reimbursements totaling twenty-seven and one-half percent (27.5%) of the completed positive value increment resulting from the Improvements for each phase approved under the Developer's Agreement as established under section 3(B)(iv) plus Developer's eligible costs in connection with the Reimbursement Financing; or

(b) The City's termination of the tax incremental financing district encompassing the Property that was in existence as of the date of this Agreement, provided, however, that the City shall not terminate said district prior to the time required by law if Developer has not been

reimbursed to the 27.5% Phase Reimbursement limit and Developers eligible costs in connection with the Development Financing, as provided under this Agreement for each phase that Developer has substantially completed and been granted an occupancy permit by the City-or for which Developer has completed installation of all concrete foundation work and is actively pursuing construction in accordance with applicable City Code provisions and the Developer's Agreement for such phase~~or which is under construction and scheduled for completion in accordance with this Agreement~~; or

(c) Developer's sale or divestment of any interest in the Property that results, in any way, in any of the Property becoming exempt from taxation; or

(d) The Property fails to generate positive tax increment resulting from the Improvements; or

(e) Developer's default in any of its obligations under the Developer's Agreement, which default is not cured within 60 days after written notice to the Developer; or

(f) If, upon completion of a phase, a substantial part of that phase of the Project is not used for multi-family housing and ancillary purposes and such failure continues for any consecutive 12-month period during the life of the TID.

- C. CDA and City acknowledge that Developer intends to divide the Property into three separate phases with separate tax parcels, by land condominium or other mechanism for minor land division in accordance with then-applicable provisions of Chapter 236 of the Wisconsin Statutes and the City of St. Francis Code of Ordinances, with the phase 1 portion of the Property to be owned by the Phase 1 Owner, the phase 2 portion of the Property to be owned by the Phase 2 Owner, and the phase 3 portion of the Property to be owned by the Phase 3 Owner. CDA and City further acknowledge that Developer contemplates obtaining separate financing for each phase of the Project. Accordingly, the occurrence of any of the events identified in subsection 3(B)(viii) above that only impact one phase of the Project, shall not impact or limit the rights of the other Developers to receive Reimbursements in accordance with this Agreement with respect to the other phases of the Project that have commenced-completed construction through the installation of all concrete foundation work required under approved plans and specifications as of the date of occurrence of such event. Likewise, each Developer shall only be responsible for the obligations and obtain the benefits under this Agreement with respect to its respective phase of the Project. City and CDA acknowledge that Phase 2 Owner and Phase 3 Owner shall have no obligation to construct phase 2 and/or phase 3 of the Project.

- D. Notwithstanding anything in this Agreement to the contrary, and subject to the provisions of Section 455-34(E) of the City of St. Francis Code of Ordinances, , if Developer either (a) has not commenced construction of the first phase within ~~two (2) years~~twelve months of the date of ~~this Agreement~~Detailed PUD Plan Approval and within two (2) years of the date of this Agreement, or (b) does not complete construction of such phase to the extent needed to obtain an occupancy permit under then-applicable provisions of the City of St. Francis Code of Ordinances within twenty-four months (24) months of having commenced construction of such phase, then the City and CDA shall not have any obligation whatsoever to make any Reimbursement under this Agreement. Similarly, notwithstanding anything in this Agreement to the contrary, if Developer either: (a) has not commenced construction of any subsequent phase of the Project within 5 years of completion of the most recently completed phase of the Project or (b) does not complete construction of such phase to the extent needed to obtain an occupancy permit under then-applicable provisions of the City of St. Francis Code of Ordinances within twenty-four (24) months of having commenced construction of such phase, then the City shall not have any obligation whatsoever to make Reimbursements under this Agreement for such subsequent phase(s) ~~(but, for the avoidance of doubt, such occurrence shall not impact the rights of the other Developers to receive Reimbursements in accordance with this Agreement with respect to prior phases of the Project)~~. For purposes of this Agreement, Developer agrees that it shall not be deemed to have “commenced construction” on any phase of the Project until Developer has obtained all permits for, and ~~commenced excavation~~completed construction through the installation of all concrete foundation work for such phase in accordance with approved plans and specifications.
- E. For purposes of this Section 3 of this Agreement, use of the term “CDA” or “City” shall mean the City of St. Francis or the Community Development Authority acting as an agent of the City.
- F. For purposes of this Agreement, the term “tax incremental revenues” shall mean “tax increment” (as defined in Wis. Stat. § 66.1105(2)(i), and as amended from time-to-time) generated by the Improvements, and actually received by the City with respect to the Property during a calendar year after 2015 and during the life of the Tax Incremental District. Other terms shall have the meanings set forth in Wis. Stat. § 66.1105.
- G. For purposes of this Agreement, tax incremental revenue shall be deemed “generated” or “received” by the City upon the actual receipt of assessed taxes by the City from the Property’s owner(s) or upon the City receiving compensation for outstanding taxes levied against the Property by Milwaukee County in accordance with Wis. Stat. Chapter 74, as amended from time-to-time.
- H. Developer hereby irrevocably stipulates that the amount of any Reimbursement to be made under this Agreement is, at this time, entirely speculative in nature and that neither the CDA, City nor any agent, employee, or representative on behalf of

the CDA and/or City, has made any representation or warranty as to how much, if any, Reimbursements Developer might ultimately receive under this Agreement. Likewise, notwithstanding anything contained to the contrary herein, nothing in this Agreement shall be deemed to be a guaranty by Developer of the actual amount of the positive tax increment to be generated by the Project and it shall not be a default by Developer hereunder to the extent that the estimated positive tax increment figure contained herein is not achieved.

H.I. Developer irrevocably represents and warrants that neither the City or CDA, or any of their respective officers, agents, employees, or insurers shall have any liability whatsoever to pay any Reimbursement amount that might be otherwise payable to or claimed by Developer under this Agreement that is unpaid at the end of the TID's maximum life permitted under Wisconsin law.

H.J. The Developer shall record a restrictive covenant with the Milwaukee County Register of Deeds requiring any owner of the Property to make payments in lieu of taxes in the event that all or any portion of the Property becomes tax-exempt during the life of the tax incremental district and for twenty (20) years thereafter. The covenant shall be in a form satisfactory to the City, shall run with the land, and may not be amended or waived without prior written consent of the Common Council of the City of St. Francis.

4. Payment of City Fees. If any Developer defaults in any of its obligations under this Agreement then, in addition to any other remedy available to the CDA and/or City under this Agreement or at law, such Developer shall, in accordance with §§ 61-12(B) and 455-9 of the City of St. Francis Code of Ordinances, reimburse the City for legal, financial, administrative, engineering, and fiscal expenses incurred by the City arising out of this Agreement including, but not limited to, the enforcement of its terms and, in default of Developer's payment thereof, the City shall be entitled to charge its costs and expenses against the Property as provided in Wis. Stat. § 66.0627..
5. General Conditions and Regulations. All the provisions of the City ordinances, as amended from time-to-time, are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required under the Detailed PUD Approval and/or Developer's Agreement for each phase shall be performed and carried out in accordance with and subject to the provisions of said ordinances, all applicable State and Federal statutes and regulations, all County ordinances, all regulations of the Milwaukee Metropolitan Sewerage Commission, and this Agreement. This Agreement shall not be deemed to modify or suspend any provisions of the City ordinances (now existing or as subsequently amended) relating to the development or use of land or any zoning approval granted thereunder. All such provisions shall apply to the Property in accordance with applicable law.
6. Exculpation of City Elected Officials in Personal Capacity. The parties agree that the Mayor, City Clerk/Treasurer, CDA, and the individual members of the Common Council

of the City of St. Francis and CDA, entered into and are signatory to this Agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

7. General Indemnity. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the each Developer shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CDA, City, or their respective officers, agents, employees and independent contractors growing out of this Agreement due to any breach of this Agreement by said Developer.
8. Zoning. The CDA does not guarantee or warrant that the Subject Property will not at some later date be rezoned, nor does the City herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this Agreement.
9. Miscellaneous Provisions.
 - A. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
 - B. This Agreement, and the documents referenced herein constitute the complete and entire agreement of the parties with respect to the matters covered by this Agreement, and shall supersede all prior agreements to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein. This Agreement may be introduced into evidence by any party without objection in any action to enforce the terms of this Agreement.
 - C. No modification of this Agreement shall be binding unless in writing and signed by Developer and CDA.
 - D. Assignment. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the CDA in its sole discretion, provided, however, that Developer may assign its right to receive any Reimbursements pursuant to Section 3 of this Agreement (including, but not limited to, a collateral assignment to Developer's lender in connection with the Reimbursement Financing from time to time) without CDA's or City's consent provided, however, any such assignment shall not operate to affect the City or Developer's rights or obligations under this or any other agreement then in effect with the City and/or CDA. Notwithstanding the foregoing, ~~upon~~ beginning five (5) years from the date of completion of any phase of the Project, as evidenced by issuance of a certificate of occupancy for such phase, the Developer of such phase shall have the right to assign its rights and obligations hereunder with respect to

such phase without the consent of the City, provided, that Developer shall give notice of such assignment to the City and the assignee shall assume, in writing, said Developer's rights and obligations hereunder with respect to the applicable phase.

- E. The Parties acknowledge and represent that this Agreement is the subject of negotiation by all parties and that all parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any party individually as drafter.
- F. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, a joint venture or partnership relationship, or a principal/agent relationship.
- G. This Agreement is binding upon the Developer, its successors and assigns, and any and all future owners of the Subject Property.
- H. All agreements, representations, or warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.
- I. This Agreement or a memorandum thereof, shall be recorded with the Register of Deeds for Milwaukee County.
- J. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City and the CDA, including, but not limited to, their powers under Wis. Stat. 66.1105 (tax increment laws) and Wis. Stat. 66.1337 (urban renewal) to achieve their intended purpose. Reference is made to Chapter 105, Laws of 1975 Section 4 and Section 66.1337(7)(c), which provides that those statutes should be construed liberally to effectuate their purposes. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, the parties agree that they will, as soon as practicable, meet in a good faith effort to agree upon alternative language that will effectuate the intent of this Agreement.
- K. The obligations of the parties hereunder are contingent upon Developer acquiring the Property on or before December 31, 2016. If the Property is not acquired on or before December 31, 2016, any party to this Agreement shall have the right to terminate this Agreement by providing written notice to the other.

IN WITNESS WHEREOF, Developer, CDA and the City have caused this Agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three (3) original counter-parts the day and year first above written.

DEVELOPER:

PHASE 1 OWNER:

BEAR ST. FRANCIS 1, LLC

By: Bear Development, LLC

Its: Manager

By: _____
Stephen R. Mills, Authorized Member

_____ Date

PHASE 2 OWNER:

BEAR ST. FRANCIS 2, LLC

By: Bear Development, LLC

Its: Manager

By: _____
Stephen R. Mills, Authorized Member

_____ Date

PHASE 3 OWNER:

BEAR ST. FRANCIS 3, LLC

By: Bear Development, LLC

Its: Manager

By: _____
Stephen R. Mills, Authorized Member

_____ Date

[ACKNOWLEDGEMENT ON THE FOLLOWING PAGE]

CHARTER ORDINANCE NO. C-14

CERTIFICATION BY CITY CLERK
CONCERNING A REFERENDUM PETITION
A CHARTER ORDINANCE TO DEFINE THE ROLE OF MAYOR AS CHIEF EXECUTIVE
OFFICER AND TO ESTABLISH THE OFFICE OF CITY ADMINISTRATOR

I, ANNE B. UECKER, hereby make the following CERTIFICATION in accordance with Wis. Stat. § 9.20(3):

1. I am the City Clerk/Treasurer for the City of St. Francis, Wisconsin.
2. The attached petition to place Charter Ordinance No. C-14 on the ballot for a referendum vote was filed in my Office on May 4, 2016 at 11:45 a.m.
3. As required under Wis. Stat. § 9.20(3), I conducted a careful examination of the attached petition to determine whether the petition is sufficient under applicable Wisconsin Statutes and Administrative Code provisions.
4. Based upon said examination, I have determined that, for the following reasons, the attached petition is "sufficient":
 - a. The May 4, 2016 filing of the attached petition was within 60-days of publication of Charter Ordinance C-14 as required under Wis. Stat. § 66.0101(5);
 - b. The attached petition meets the requirements in Wis. Stat. §§ 8.40 and 9.20(2) - (6); and
 - c. The attached petition has been signed by a number of electors of the City of St. Francis equal to not less than 7% of the votes cast in the city or village for governor at the last general election as required by Wis. Stat. § 66.0101(5).
5. The determinations set forth herein are made within 15 days of the filing of the petition as required under Wis. Stat. § 9.20(3).

In certification whereof, I have affixed my signature and the Seal of the City of St. Francis, Wisconsin this 11th day of May 2016.

[SEAL]



Anne B. Uecker,
City Clerk/Treasurer

Check No	Per	Date	Payee	Description	Inv Amount	V/M
68868	05/16	05/04/2016	DIGITAL ALLY INC	POLICE DEPT	40.00	
68869	05/16	05/04/2016	GREGS TRUE VALUE INC	CIVIC CENTER	12.73	
	05/16	05/04/2016	GREGS TRUE VALUE INC	FIRE DEPT	5.55	
	05/16	05/04/2016	GREGS TRUE VALUE INC	FIRE DEPT	9.11	
	05/16	05/04/2016	GREGS TRUE VALUE INC	HWY	6.91	
	05/16	05/04/2016	GREGS TRUE VALUE INC	HWY	4.55	
	05/16	05/04/2016	GREGS TRUE VALUE INC	RECYCLING	8.23	
	05/16	05/04/2016	GREGS TRUE VALUE INC	TIF #5	3.17	
68870	05/16	05/04/2016	ICMA-RC	PLAN NUMBER 301536	1,190.00	
68871	05/16	05/04/2016	NORTH SHORE BANK FSB	MISC DEDUCTION	5,427.00	
68872	05/16	05/04/2016	ST FRANCIS POLICE DEPARTMENT	INVESTIGATION FUNDS	500.00	
68873	05/16	05/04/2016	WI SCTF	CASE IDENTIFIER 1302486	46.15	
	05/16	05/04/2016	WI SCTF	CASE IDENTIFIER 3998990	121.46	
68874	05/16	05/11/2016	AT&T/SBC	GARAGE	195.49	
	05/16	05/11/2016	AT&T/SBC	SIGNALS	105.26	
68875	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	ADMINISTRATOR	70.73	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	POLICE	90.24	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	POLICE	50.00	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	FIRE DEPT	304.00	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	FIRE DEPT	31.05	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	CLERK/TREASURER	218.50	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	COMMON COUNCIL	140.00	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	ENGINEERING	650.00	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	ENGINEERING	48.45	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	ENGINEERING	2.50	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	315.78	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	406.18	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	23.08	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	17.00	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	56.94	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	21.80	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	14.94	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	231.79	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	37.98	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	326.41	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	36.29	
	05/16	05/11/2016	CORPORATE PAYMENT SYSTEMS	LIBRARY	122.40	
68876	05/16	05/11/2016	PURCHASEPOWER	POSTAGE	1,020.99	
68877	05/16	05/11/2016	ST FRANCIS LIBRARY	REC BORR FUND	8.38	
	05/16	05/11/2016	ST FRANCIS LIBRARY	MISC ACCOUNT	13.70	
	05/16	05/11/2016	ST FRANCIS LIBRARY	EDUCATIONAL/PROGRAMMING	51.49	
	05/16	05/11/2016	ST FRANCIS LIBRARY	CHILDREN'S PROGRAMS	7.39	
68878	05/16	05/11/2016	ST FRANCIS POLICE DEPARTMENT	PETTY CASH	11.01	
	05/16	05/11/2016	ST FRANCIS POLICE DEPARTMENT	PETTY CASH	8.72	
	05/16	05/11/2016	ST FRANCIS POLICE DEPARTMENT	PETTY CASH	25.00	

Check No	Per	Date	Payee	Description	Inv Amount	V/M
68879	05/16	05/11/2016	TDS METROCOM	414.481.2301	990.68	
	05/16	05/11/2016	TDS METROCOM	414.481.2300	1,869.88	
68880	05/16	05/17/2016	ABOX INC	HWY #30	533.71	
68881	05/16	05/17/2016	AERO COMPRESSED GASES INC	OXYGEN	174.00	
68882	05/16	05/17/2016	ALSCO	CLOTHING NEW/REPLACE	35.62	
	05/16	05/17/2016	ALSCO	CLOTHING NEW/REPLACE	35.62	
68883	05/16	05/17/2016	ANIMAL QUEST ENTERTAINMENT IN	PROGRAM	300.00	
68884	05/16	05/17/2016	BADGER TRUCK CENTER INC	HIGHWAY	4,052.57	
68885	05/16	05/17/2016	BAKER & TAYLOR	CREDIT MEMO	13.91	
	05/16	05/17/2016	BAKER & TAYLOR	REC BORR AD GN	12.21	
	05/16	05/17/2016	BAKER & TAYLOR	ANF	135.94	
	05/16	05/17/2016	BAKER & TAYLOR	REC BORR AD FIC	30.27	
	05/16	05/17/2016	BAKER & TAYLOR	AD FIC	224.69	
	05/16	05/17/2016	BAKER & TAYLOR	ANF	477.91	
	05/16	05/17/2016	BAKER & TAYLOR	Y BOOKS	97.21	
	05/16	05/17/2016	BAKER & TAYLOR	AD FIC	422.60	
	05/16	05/17/2016	BAKER & TAYLOR	ANF	33.54	
	05/16	05/17/2016	BAKER & TAYLOR	CH CD	9.33	
68886	05/16	05/17/2016	BAKER TILLY VIRCHOW KRAUSE LL	AUDIT	1,851.60	
	05/16	05/17/2016	BAKER TILLY VIRCHOW KRAUSE LL	SEWER AUDIT	1,851.60	
	05/16	05/17/2016	BAKER TILLY VIRCHOW KRAUSE LL	TIF #4	3,196.60	
	05/16	05/17/2016	BAKER TILLY VIRCHOW KRAUSE LL	TIF #3 & #5	6,383.20	
68887	05/16	05/17/2016	BAYCOM INC	FIRE DEPT	432.00	
68888	05/16	05/17/2016	BENDLIN FIRE EQUIPMENT INC	FIRE DEPT	118.55	
68889	05/16	05/17/2016	BLUE TARP FINANCIAL	GARDENING	241.05	
68890	05/16	05/17/2016	BUELOW VETTER BUIKEMA OLSON	LABOR LAW	300.00	
68891	05/16	05/17/2016	CAVENDISH SQUARE	Y BOOKS	193.91	
68892	05/16	05/17/2016	CENTER POINT PUBLISHING	AD FIC	24.67	
68893	05/16	05/17/2016	CITY OF MILWAUKEE	STREET LIGHTING	165.55	
68894	05/16	05/17/2016	COMPLETE OFFICE OF WISCONSIN	LIBRARY	68.13	
68895	05/16	05/17/2016	COREY OIL LTD	HWY	595.80	
68896	05/16	05/17/2016	D J PRINTING	HIGHWAY	59.00	
68897	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	96.25	
	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	96.25	
	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	96.25	
	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	96.25	
	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	96.25	

Check No	Per	Date	Payee	Description	Inv Amount	V/M
	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	96.25	
	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	96.25	
	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	96.25	
	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	96.25	
	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	96.25	
	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	96.25	
	05/16	05/17/2016	DEL SIEVERT TRUCKING	TOP SOIL	57.75	
68898						
	05/16	05/17/2016	DEMCO INC	LIBRARY	36.20	
68899						
	05/16	05/17/2016	DEPT OF ADMINISTRATION	APRIL FINES	6,703.52	
68900						
	05/16	05/17/2016	DIFRANCESCO, ROBERT	TRAINING	28.83	
68901						
	05/16	05/17/2016	DIVERSIFIED BENEFIT SERVICES	HRA ADMINISTRATIVE SERVICES	256.68	
68902						
	05/16	05/17/2016	ELECTION SYSTEMS & SOFTWARE	ELECTION EQUIP MAINTENANCE	1,312.50	
68903						
	05/16	05/17/2016	EMERGENCY FIRE & WATER RESTO	2517 E NORWICH ST	296.40	
68904						
	05/16	05/17/2016	EXCEL PRINTING INC	BOOK MARKS - LIBRARY	51.00	
68905						
	05/16	05/17/2016	FIVE ALARM	FIRE DEPT	104.00	
68906						
	05/16	05/17/2016	GALE/CENGAGE LEARNING	AD FIC	21.59	
	05/16	05/17/2016	GALE/CENGAGE LEARNING	CREDIT	51.18	
	05/16	05/17/2016	GALE/CENGAGE LEARNING	AD FIC	21.59	
	05/16	05/17/2016	GALE/CENGAGE LEARNING	AD FIC	107.16	
	05/16	05/17/2016	GALE/CENGAGE LEARNING	AD FIC	211.13	
68907						
	05/16	05/17/2016	GENUINE PARTS COMP - MILWAUKE	POLICE	34.99	
	05/16	05/17/2016	GENUINE PARTS COMP - MILWAUKE	HIGHWAY	35.00	
	05/16	05/17/2016	GENUINE PARTS COMP - MILWAUKE	HWY #107	7.10	
68908						
	05/16	05/17/2016	GEORGE PATTON ASSOC INC	FIRE DEPT	480.47	
68909						
	05/16	05/17/2016	GRAINGER INCORPORATED	CONSERVATION	184.20	
68910						
	05/16	05/17/2016	GREENFIELD POLICE DEPT	WARRANT: GLEASON, SAMANTHA EMILY	177.00	
68911						
	05/16	05/17/2016	GREGS TRUE VALUE INC	LIBRARY A/C 70888	20.47	
68912						
	05/16	05/17/2016	GRIFFIN'S HUB CHRYSLER	SQUAD #5	31.27	
68913						
	05/16	05/17/2016	HARCUS, JEREMY	TRAINING	30.59	
68914						
	05/16	05/17/2016	HARDIN COUNTY SHERIFF	WARRANT: MYERS/JASON/R	1,000.00	
68915						
	05/16	05/17/2016	HINMAN, ROBIN	REIMBURSEMENT	34.25	
	05/16	05/17/2016	HINMAN, ROBIN	REIMBURSEMENT	50.02	
68916						
	05/16	05/17/2016	HOLIDAY INN HOTEL & SUITES	LODGING:MAZUR	246.00	
68917						
	05/16	05/17/2016	HOME DEPOT CREDIT SERVICES	FIRE DEPT	143.84	
	05/16	05/17/2016	HOME DEPOT CREDIT SERVICES	FIRE DEPT	91.44	

Check No	Per	Date	Payee	Description	Inv Amount	V/M
68918	05/16	05/17/2016	HOUSE OF CORRECTION	APRIL BOARDING	3,096.60	
68919	05/16	05/17/2016	HRIBAR SAND & GRAVEL INC	3/4" TB LIMESTONE	300.00	
68920	05/16	05/17/2016	IMPERIAL SUPPLIES HOLDINGS INC	HIGHWAY	217.87	
68921	05/16	05/17/2016	JOHNSON'S NURSERY	TREES	4,806.00	
68922	05/16	05/17/2016	JORDAN, SHEREE	WITNESS FEE:STREETER	10.00	
68924	05/16	05/17/2016	KAESTNER AUTO ELECTRIC CO	HIGHWAY	134.97	
68925	05/16	05/17/2016	KUJAWA ENTERPRISES	PLANT MAINTENANCE	37.50	
68926	05/16	05/17/2016	LABOR ASSOC OF WISCONSIN INC	VISION INSURANCE	99.25	
	05/16	05/17/2016	LAKESIDE INTERNATIONAL TRUCKS	hWY #34	368.87	
	05/16	05/17/2016	LAKESIDE INTERNATIONAL TRUCKS	hWY #34	40.98	
	05/16	05/17/2016	LAKESIDE INTERNATIONAL TRUCKS	hWY #34	15.92	
	05/16	05/17/2016	LAKESIDE INTERNATIONAL TRUCKS	hWY #34	143.23	
	05/16	05/17/2016	LAKESIDE INTERNATIONAL TRUCKS	hWY #34	111.10	
	05/16	05/17/2016	LAKESIDE INTERNATIONAL TRUCKS	hWY #34	12.34	
	05/16	05/17/2016	LAKESIDE INTERNATIONAL TRUCKS	CREDIT	310.72-	
	05/16	05/17/2016	LAKESIDE INTERNATIONAL TRUCKS	CREDIT	34.52-	
68927	05/16	05/17/2016	LEFORT, ANN	PROGRAM	215.00	
	05/16	05/17/2016	LEFORT, ANN	PROGRAM	160.00	
68928	05/16	05/17/2016	MENARDS	HWY	258.46	
	05/16	05/17/2016	MENARDS	PED BRIDGE	19.96	
68929	05/16	05/17/2016	MILW CO SHERIFF'S DEPT	APRIL BOARDING & COMM FEES	85.80	
68930	05/16	05/17/2016	MILW CO TREASURER	APRIL FINES	1,795.62	
68931	05/16	05/17/2016	MILW PAPER COMPANY	GENERAL OFFICE	157.19	
	05/16	05/17/2016	MILW PAPER COMPANY	ENGINEERING	49.35	
	05/16	05/17/2016	MILW PAPER COMPANY	COURT	14.71	
	05/16	05/17/2016	MILW PAPER COMPANY	GENERAL OFFICE	22.99	
68932	05/16	05/17/2016	MILW POWER EQUIPMENT LLC	HIGHWAY	47.70	
	05/16	05/17/2016	MILW POWER EQUIPMENT LLC	GARDENING	11.38	
	05/16	05/17/2016	MILW POWER EQUIPMENT LLC	LAWN MOWER	26.82	
68933	05/16	05/17/2016	MILW WATER WORKS	LIBRARY	164.24	
	05/16	05/17/2016	MILW WATER WORKS	LIBRARY	32.09	
	05/16	05/17/2016	MILW WATER WORKS	CIVIC CENTER	323.56	
	05/16	05/17/2016	MILW WATER WORKS	CIVIC CENTER	32.09	
68934	05/16	05/17/2016	MILWAUKEE GENERAL CONSTRUCT	NEVADA PROJ 2-2015	31,544.65	
68935	05/16	05/17/2016	MILWAUKEE MAP SERVICE INC	POLICE	420.00	
68936	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	ELECTED OFFICIALS	3.74	
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	ADMINISTRATOR	9.50	

Check No	Per	Date	Payee	Description	Inv Amount	V/M
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	CLERK/TREASURER	55.55	
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	INSPECTION	32.76	
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	COURT	21.17	
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	CITY HALL	21.53	
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	POLICE	189.06	
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	FIRE	199.11	
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	HEALTH	72.91	
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	ENGINEERING	62.62	
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	HIGHWAY	153.42	
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	MECHANIC	12.41	
	05/16	05/17/2016	MINNESOTA LIFE INSURANCE CO	LIBRARY	59.82	
68937						
	05/16	05/17/2016	MOTOROLA	DUAL BAND MOBILE & PORTABLES	11,254.49	
68938						
	05/16	05/17/2016	NASSCO INCORPORATED	LIBRARY	402.00	
68939						
	05/16	05/17/2016	PERSONALIZED AWARDS LLC	PLAQUE	216.70	
68940						
	05/16	05/17/2016	PORT-A-JOHN INC	RENTAL & DELIVERY	89.00	
68941						
	05/16	05/17/2016	PRAXAIR GAS TECH INC	EQUIP/VEHICLE MAINTENANCE	18.28	
	05/16	05/17/2016	PRAXAIR GAS TECH INC	EQUIP/VEHICLE MAINTENANCE	67.03	
	05/16	05/17/2016	PRAXAIR GAS TECH INC	EQUIP/VEHICLE MAINTENANCE	12.19	
	05/16	05/17/2016	PRAXAIR GAS TECH INC	EQUIP/VEHICLE MAINTENANCE	6.09	
	05/16	05/17/2016	PRAXAIR GAS TECH INC	EQUIP/VEHICLE MAINTENANCE	6.09	
	05/16	05/17/2016	PRAXAIR GAS TECH INC	EQUIP/VEHICLE MAINTENANCE	6.09	
	05/16	05/17/2016	PRAXAIR GAS TECH INC	EQUIP/VEHICLE MAINTENANCE	6.11	
68942						
	05/16	05/17/2016	PUBLIC POLICY FORUM	MEMBERSHIP	350.00	
68943						
	05/16	05/17/2016	QUILL CORPORATION	CREDIT	557.77-	
	05/16	05/17/2016	QUILL CORPORATION	LIBRARY SUPPLIES	661.96	
68944						
	05/16	05/17/2016	R A SMITH & ASSOCIATES	TIF#5	1,413.75	
68945						
	05/16	05/17/2016	R.N.O.W. INC	HHWY #30	849.06	
68946						
	05/16	05/17/2016	SCOTT, KATHY	MILEAGE	109.35	
68947						
	05/16	05/17/2016	SHERWIN INDUSTRIES INC	FIBER MIX	159.65	
	05/16	05/17/2016	SHERWIN INDUSTRIES INC	HOT MIX	65.65	
68948						
	05/16	05/17/2016	SOUTH MILWAUKEE CITY TREASUR	ENVIRONMENTAL HEALTH CONSORTIUM	3,000.00	
	05/16	05/17/2016	SOUTH MILWAUKEE CITY TREASUR	CRIBS FOR KIDS PROGRAM	338.96	
68949						
	05/16	05/17/2016	ST FRANCIS FIREFIGHTERS ASSN	UNION DUES	840.00	
68950						
	05/16	05/17/2016	ST FRANCIS POLICE DEPARTMENT	RESTITUTION:PAREDES, SHILO M	630.91	
68951						
	05/16	05/17/2016	ST FRANCIS PROF POLICE ASSN	UNION DUES	640.50	
68952						
	05/16	05/17/2016	ST FRANCIS SCHOOL DIST #6	RESTITUTION: SAFFOLD, TALEKA M	145.00	
68953						
	05/16	05/17/2016	STRUTZ, CURT S	PROGRAM	295.00	
68954						
	05/16	05/17/2016	SUDZ WASH & LUBE	CARWASHES W/WAXES & UNDERBODY	52.00	

Check No	Per	Date	Payee	Description	Inv Amount	V/M
68955						
	05/16	05/17/2016	SWANK MOTION PICTURES INC	MOVIE NIGHT - STARWARS FORCE AWAKENS	425.00	
68956						
	05/16	05/17/2016	TAPCO	KNOCKDOWN	585.00	
	05/16	05/17/2016	TAPCO	SIGNS	117.51	
68957						
	05/16	05/17/2016	TARGETSOLUTIONS LEARNING LLC	FIRE DEPT	2,567.56	
68958						
	05/16	05/17/2016	TDS METROCOM	LIBRARY	245.32	
68959						
	05/16	05/17/2016	TKK ELECTRONICS LLC	POLICE DEPT	577.00	
68960						
	05/16	05/17/2016	TRAFFIC ENGINEERING SERVICE	KK RIGHT TURN	450.00	
68961						
	05/16	05/17/2016	TRUCK COUNTRY OF WISCONSIN	HWY #7	33.26	
	05/16	05/17/2016	TRUCK COUNTRY OF WISCONSIN	HWY #7	14.25	
68962						
	05/16	05/17/2016	US BANK NATL ASSOC	KONICA MINOLTA COPIER	246.00	
68963						
	05/16	05/17/2016	VERIZON WIRELESS	CREDIT	26.37-	
	05/16	05/17/2016	VERIZON WIRELESS	INSPECTION	50.48	
	05/16	05/17/2016	VERIZON WIRELESS	ELECTED OFFICIALS/GEN OFFI	161.05	
	05/16	05/17/2016	VERIZON WIRELESS	POLICE	452.96	
	05/16	05/17/2016	VERIZON WIRELESS	FIRE	49.80	
	05/16	05/17/2016	VERIZON WIRELESS	HEALTH	99.60	
	05/16	05/17/2016	VERIZON WIRELESS	ENGINEERING	49.80	
	05/16	05/17/2016	VERIZON WIRELESS	ELECTED OFFICIALS/GEN OFFI	198.57	
	05/16	05/17/2016	VERIZON WIRELESS	ENGINEERING	20.08	
	05/16	05/17/2016	VERIZON WIRELESS	TAPCO	16.63	
	05/16	05/17/2016	VERIZON WIRELESS	RECYCLING	1.15	
	05/16	05/17/2016	VERIZON WIRELESS	FIRE	82.45	
	05/16	05/17/2016	VERIZON WIRELESS	POLICE	259.23	
68964						
	05/16	05/17/2016	VRETENAR, CRAIG	MILEAGE	110.70	
	05/16	05/17/2016	VRETENAR, CRAIG	CONF REIMBURSEMENT	10.00	
68965						
	05/16	05/17/2016	WASTE MANAGEMENT OF WI-MN	RECYCLING	8,333.40	
	05/16	05/17/2016	WASTE MANAGEMENT OF WI-MN	RUBBISH	24,097.20	
68966						
	05/16	05/17/2016	WASTE MANAGEMENT OF WI-MN	TIRES	635.13	
68967						
	05/16	05/17/2016	WASTE MANAGEMENT OF WI-MN	YARD WASTE	4,262.54	
68968						
	05/16	05/17/2016	WE ENERGIES	LIBRARY	254.72	
68969						
	05/16	05/17/2016	WEA INSURANCE TRUST	RETIREEES	2,480.70	
	05/16	05/17/2016	WEA INSURANCE TRUST	ADMINISTRATOR	1,404.20	
	05/16	05/17/2016	WEA INSURANCE TRUST	GENERAL OFFICE	419.42	
	05/16	05/17/2016	WEA INSURANCE TRUST	CLERK/TREAS	1,404.20	
	05/16	05/17/2016	WEA INSURANCE TRUST	INSPECTION	1,404.20	
	05/16	05/17/2016	WEA INSURANCE TRUST	POLICE	26,274.13	
	05/16	05/17/2016	WEA INSURANCE TRUST	FIRE	22,856.59	
	05/16	05/17/2016	WEA INSURANCE TRUST	HEALTH	539.86	
	05/16	05/17/2016	WEA INSURANCE TRUST	ENGINEERING	4,674.20	
	05/16	05/17/2016	WEA INSURANCE TRUST	HWY	5,832.18	
	05/16	05/17/2016	WEA INSURANCE TRUST	MECHANIC	1,404.20	

Check No	Per	Date	Payee	Description	Inv Amount	V/M
68970	05/16	05/17/2016	WEA INSURANCE TRUST	LIBRARY	3,348.26	
68971	05/16	05/17/2016	WEINS, KEVIN	TRAINING	33.79	
68972	05/16	05/17/2016	WI DEPT OF JUSTICE	BACKGROUND CHECKS	308.00	
	05/16	05/17/2016	WI IMAGINING SOLUTIONS LLC	FIRE DEPT	25.95	
	05/16	05/17/2016	WI IMAGINING SOLUTIONS LLC	POLICE	36.93	
	05/16	05/17/2016	WI IMAGINING SOLUTIONS LLC	GENERAL OFFICE	217.55	
Grand Totals:					<u>233,171.51</u>	

CERTIFY APPROPRIATION IS AVAILABLE TO MEET THESE CLAIMS AND RECOMMEND THEIR ALLOWANCE:

COMMON COUNCIL:

 Council President

 1st District Alderperson

 1st District Alderperson

 2nd District Alderperson

 3rd District Alderperson

 3rd District Alderperson

**ENGINEER'S REPORT
MAY 2016**

**ROAD PROJECT REPORT
2016**

ROAD	TYPE OF TREATMENT	CONSTRUCTION ESTIMATE	DESIGN ESTIMATE	INSPECTION ESTIMATE	UPDATE ON PROJECT
Denton from Packard to Barland	resurface	\$300,000.00	in-house	in-house	Postponed until 2017
Crawford Avenue Parking Lot	construct	\$325,000.00	in-house	in-house	
Martin Lane from Lake to Kirkwood	construct	\$350,000.00	in-house	in-house	Survey in progress
Removal of S. Brust – Bolivar to Whitnall	deconstruct/grant	\$200,000.00	in-house	in-house	Barricades in place
Watermain Trench Repair Program	reimbursement	\$60,000.00	in-house	in-house	Contract awarded. Project start May 9
Sidewalk Replacement Program	repair/replacement	\$40,000.00	in-house	in-house	Working on survey.

2015

ROAD	TYPE OF TREATMENT	CONSTRUCTION ESTIMATE	DESIGN ESTIMATE	INSPECTION ESTIMATE	UPDATE ON PROJECT
Nevada Extension	Construction	\$1,000,000	\$40,000	\$80,000	Path construction started. Completion June 16.
Brook Place Storm Sewer/Road	Construct	\$300,000	In-house	\$20,000	Plans in progress. Bids let late May/early June.

2014

ROAD	TYPE OF TREATMENT	CONSTRUCTION ESTIMATE	UPDATE ON PROJECT
Kansas from Layton to Whitnall	construct	\$500,000	Construction complete. All scheduled walk-throughs complete. Assessments 2016.

2012

ROAD	TYPE OF TREATMENT	CONSTRUCTION ESTIMATE	UPDATE ON PROJECT
Packard from Howard to Lunham	resurface	\$876,248.51 (\$198,846.67 city portion)	Project is complete. Punch list items are done. Cost to date: \$187,044.50. State performing audit for 2 years. Letter sent to property owners.

Mayor's Ad Hoc Task Group

Mayor CoryAnn St. Marie-Carls (began Jan. 2016, first meeting Feb. 3, 2016)

NEXT MEETING: –

St. Francis Brewery, 3825 S. Kinnickinnic Ave. – Tuesday, May 31st – 7:00p.m.

The Task Group is an opportunity for citizens to work together on reviewing and advising on the re-evaluation of the City of St. Francis that occurred in 2015. The group meets and looks over our assessment process, total assessed values, & discusses future City needs as well as gathers ideas and provides information on various topics. Guest speakers bring further perspective and citizens can suggest topics and bring them forward for further exploration or discussion. I invite everyone who lives, works, volunteers, or has a sincere interest in St. Francis to participate in this task group.

Mayor CoryAnn can be reached at 414-255-8555 and emailed at coryann.stmc@gmail.com

BELOW – Review of Task Group Meeting May 11th - 42 Ale House –

SPECIAL GUESTS: Claude Lois, Administrator of the Department of Revenue, Division of State and Local Finance and Pat Chaneske, Supervisor of the Equalization. Also attending were City Officials, Anne Uecker, City Clerk and Alderman Ray Klug and Alderman Ken Tutaj of the 3rd District. (Newly appointed Board of Review members, Luanne Coyne and Larry Kortendick were also present.)

Mayor St. Marie-Carls introduced Claude Lois, thanked him for his willingness to come speak to the Task Group with Pat Chaneske. The Mayor acknowledged the cooperation of Mr. Lois and helpfulness within his hectic schedule and also mentioned his background as the former Mayor of Burlington WI.

Claude and Pat brought a printed guide for property owners, guide for Board of Review members, and printed information on filing objections and appeals.

Mayor St. Marie-Carls had prepared a list of questions based on past meetings, however those that attended started to raise their hands immediately with other questions and clarifications. Claude and Pat were very willing to just engage in a open Q&A discussion.

OPEN Q & A SESSION: May 11th 2016 – 7p.m. 42 Ale House

Summary and Review of Meeting: - (The Mayor did run a video to capture all that was covered)

Claude started by describing the functions of the Department of Revenue for the State of Wisconsin and the division he directs. Upon starting to answer questions Claude and Pat took the time to define various terms they were using. They explained how they require reports from assessors of all communities as part of their work.

- Approx. 25 residents freely questioned Claude and Pat, sometimes stating specifics to their neighborhood or property.
- The Board of Review process was asked about – and referred to many times during the discussion. Because a process is in place for citizens to object to their assessment. The Objection Form – handed out to those who wanted it.
- The difference between an Assessor and an Appraiser was pointed out. (Claude noted they did not oversee or regulate Appraisers in their Division of DOR)
- Pat noted that if you really have major concerns on your assessed value, you always have the option to contact and appraiser yourself and get a second opinion. This can be used in open book or with the Board of Review.
- Citizens continued to ask many kinds of questions and Claude and Pat answered everything they could until after 9pm!

Other information and conclusion-

- Questions on TIF Districts came up Claude and Pat explained the DOR is involved in approving TID Districts in a formal process. They don't get involved in local decisions once the TID is approved. The Mayor explained the formation of the new TIF #5 District and that currently the City of St. Francis only gives developer incentive as a Pay as You Go or tax rebate incentive. The City does not invest dollars upfront as an incentive at this time.
- Our City Clerk, Anne Uecker, who was in attendance, clarified the City's scheduled Board of Review meeting May 16th, clarifying that business would not take place May 16th, it is a meeting to determine the dates of other meetings to be held in the future.

Conclusion:

- The meeting concluded with the Mayor asking about – Next Steps for staying on top of the assessing in our Community.
- Pat suggested on-going updates of property record cards – staying at 100% is important, keeping everyone from being over or under. Moving forward and letting the citizens know they can work with the assessor early as they would like before Open Book and Board of review.
- Claude concluded with letting everyone know to keep values up in the Community - development needs to happen on the commercial side to balance residential. Diversity is a benefit to a community in more ways than one.

NOTE: If anyone is interested in copies of the guides handed out from our guest speakers are available please contact Mayor CoryAnn – 414-399-0797.