



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

COMMON COUNCIL MEETING AGENDA

MAY 1, 2018
7:00 P.M.

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

The City's Vision

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 4/17/18

Recognition

4. **Mayoral Proclamation:** Buddy Poppy Days, May 4, 5, and 6, 2018, Meyer-Dziedzic VFW Post 8482 (by Committee of the Whole).
5. **Mayoral Proclamation:** Poppy Days, May 11, 12, and 13, 2018, Oelschlaeger-Dallmann American Legion Post 434 and Auxiliary (by Committee of the Whole).

**** NOTE: Poppy Princess Audrey Siekert will be present to distribute Poppies.**

6. **Council Proclamation:** Consider Council Proclamation No. 18-07, Congratulations and Welcome to American Legion Riders Wisconsin District 4/5 and Post 434 along with American Legion Riders from Across the Country (by Committee of the Whole).

Presentation

7. **Presentation:** Jon Richards of Ziino, Germanotta, Knoll & Christensen will provide the Council with a presentation on the banning of coal tar sealants.

Old Business

8. Mayor's Aldermanic Appointments
 - a. Small Claims Committee – 1
 - Ald. Duchniak
 - b. Library Board – 1
 - Ald. Loreck

Visit our website at www.oakcreekwi.org for the agenda and accompanying common council reports.

9. **Motion:** Consider a *motion* to concur with the following Mayoral Aldermanic appointments:

- a. Water & Sewer Utility Commission – 1
 - Ald. Gehl
- b. Landscape and Beautification Committee – 1
 - Ald. Guzikowski
- c. Tourism Commission
 - Ald. Gehl
- d. Community Development Authority (CDA) -2
 - Ald. Kurkowski
 - Ald. Gehl

10. Common Council President Aldermanic Appointments (*designates Chair):

- a. Personnel Committee (minimum of 2) – 3
 - Ald. Toman *
 - Ald. Gehl
 - Ald. Duchniak
- b. Capital Improvements Committee – 3
 - Ald. Gehl *
 - Ald. Guzikowski
 - Ald. Toman
- c. License Committee – 3
 - Ald. Kurkowski *
 - Ald. Gehl
 - Ald. Duchniak
- d. Plan Commission Representatives – 2
 - Ald. Guzikowski
 - Ald. Loreck
- e. Board of Health Representative – 1
 - Ald. Kurkowski
- f. Emergency Government Committee Representative – 1
 - Ald. Kurkowski
- g. Parks, Recreation and Forestry Commission – 1
 - Ald. Guzikowski
- h. Traffic and Safety Commission – 1
 - Ald. Duchniak
- i. Finance Committee – 3
 - Ald. Gehl *
 - Ald. Toman
 - Ald. Loreck

New Business

11. **Motion:** Consider a *motion* to concur with the Mayor's (re) appointments as follows (new appointments are bolded):

- a. Celebrations Commission – 3 year term to expire 3/2021
Kristin Archambeau
Tina Koenig
- b. Celebrations Commission – to complete a vacant 3 year term to expire 3/2020
Amy Fenner, 8484 S. Breaburn Dr.

- c. Finance Committee – 1 year term to expire 4/2019
Zach Olson
- d. Landscape & Beautification Commission – 2 year term to expire 4/2020
Glen Kulas
Deb Chvilicek
Dave Chvilicek
Tim Tehan
Sharon Tehan
Steve Bautch
- e. Parks, Recreation & Forestry – 3 year term to expire 4/2021
Janet Fluegel
Michael Theys
Steven Bautch
Leah Schrieber Johnson
Anne Beyer
- f. Plan Commission – 3 year term to expire 4/2021
Patrick Correll
Dawn Carrillo
Fred Siefert
- g. Police & Fire Commission – 5 year term to expire 4/2023
Scott Koenig
- h. Tourism Commission – 1 year term to expire 4/2019
Clint Wills
Kristie Busch
Kim Jankowski
Jim Ruetz
- i. Board of Zoning Appeals / Housing Appeals – 3 year term to expire 4/2021
Daniel Jakubczyk
Melissa Hakes
- j. Weed Commissioner – 1 year term to expire 4/2019
Director of Public Works Director

12. **Motion:** Consider a motion to approve the April 25, 2018 Vendor Summary Report in the combined total amount of \$398,085.15 (by Committee of the Whole).

TREASURER

13. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending March 31, 2018.
14. **Motion:** Consider a motion to authorize the publication and write-off of the 2016 delinquent personal property tax per the attached reports. (by Committee of the Whole).

WATER & SEWER UTILITY

15. **Resolution:** Consider Resolution No. 11936-050118, a preliminary resolution declaring intent to exercise special assessment powers under Section 3.200 of the Municipal Code for the installation of water main in South 27th Street from W. Southbranch Blvd. to 970' south of W. Southbranch Blvd., and to establish a public hearing date of June 5, 2018 (Project No. 18104) (6th District).

16. **Resolution:** Consider Resolution No. 11937-050118, a preliminary resolution declaring intent to exercise special assessment powers under Section 3.200 of the Municipal Code for the installation of water main in E. Forest Hill Avenue from 2,900' west of South Pennsylvania Avenue to 1,300' west of South Pennsylvania Avenue, and to establish a public hearing date of June 5, 2018 (Project No. 18105) (1st and 3rd Districts).

COMMUNITY DEVELOPMENT

17. **Resolution:** Consider Resolution No. 11938-050118, approving a Certified Survey Map for William Zanetis, Wispark, LLC for the property at 300 W. Oakview Parkway (5th District).

ENGINEERING

18. **Resolution:** Consider Resolution No. 11933-050118, approving an agreement between the City of Oak Creek and Milwaukee County for the installation, operation and maintenance of traffic signals at the intersection of 13th Street (CTH V) / Drexel Avenue (1st and 2nd Districts).
19. **Resolution:** Consider Resolution No. 11934-050118, approving an agreement between the City of Oak Creek and Milwaukee County for the installation, operation and maintenance of traffic signals at the intersection of Rawson Avenue (CTH BB) / 6th Street (1st District).
20. **Resolution:** Consider Resolution No. 11935-050118, approving an agreement between the City of Oak Creek and Milwaukee County for the installation, operation and maintenance of traffic signals at the intersection of Rawson Avenue (CTH BB) / 10th Street (1st District).

LICENSE COMMITTEE

21. **Motion:** Consider a motion to adopt the License Committee recommendations as listed on the 5/1/18 License Committee Report (by Committee of the Whole).

MISCELLANEOUS

22. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes Section 19.85 (1)(e) to consider a proposed term sheet between the City of Oak Creek and Oakview Industrial Property III, LLC regarding the property at 10861 South Howell Avenue.
23. **Motion:** Consider a motion to reconvene into Open Session.
24. **Motion:** Consider a motion to take action, if required.

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, by fax at 766-7976, or by writing to the ADA Coordinator at the Oak Creek Health Department, 8040 S. 6th Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice

MAYORAL PROCLAMATION

**BUDDY POPPY DAYS
MEYER-DZIEDZIC VFW POST 8482
MAY 4, 5, AND 6, 2018**

WHEREAS, the annual distribution of Buddy Poppies by the Veterans of Foreign Wars of the United States, Meyer-Dziedzic Post 8482 of Oak Creek, Wisconsin, has been officially recognized and endorsed by governmental leaders since 1922; and

WHEREAS, the annual distribution of Buddy Poppies will be held in Oak Creek on May 4, May 5, and May 6; and

WHEREAS, VFW Buddy Poppies are assembled by disabled veterans, and the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans; and

WHEREAS, the basic purpose of the annual distribution of Buddy Poppies by the Veterans of Foreign Wars is eloquently reflected in the desire to "Honor the Dead by Helping the Living".\

THEREFORE, BE IT RESOLVED that I, Daniel J. Bukiewicz, Mayor of the City of Oak Creek, do hereby urge the citizens of this community to recognize the merits of this cause by contributing generously to its support through the purchase of Buddy Poppies on the days set aside for the distribution of these symbols of appreciation for the sacrifices of our veterans.

BE IT FURTHER RESOLVED that I urge all citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this country who have risked their lives in defense of the freedoms that we continue to enjoy as American Citizens.

Daniel J. Bukiewicz
Mayor, City of Oak Creek

ATTEST:

Catherine A. Roeske
City Clerk

MAYORAL PROCLAMATION**POPPY DAYS
MAY 11, MAY 12 AND MAY 13, 2018
OELSCHLAEGER-DALLMANN
AMERICAN LEGION POST 434 AND AUXILIARY**

WHEREAS, The Oelschlaeger-Dallmann American Legion Post and Auxiliary 434 have set aside Friday, May 11, Saturday, May 12, and Sunday, May 13, 2018, to honor all our Veterans of all wars by distribution of poppies on these days on our City; and,

WHEREAS, The annual distribution of poppies is one of the American Legion Post and Auxiliary's many veteran projects of which we are proud; and,

WHEREAS, All monies received from the distribution goes directly to the following:

- 60% percent of all money received will be distributed for:
 - Direct aid to veterans and their families in need in the City of Oak Creek
- 40% percent of all money received will be distributed for:
 - Scholarships and loans for veteran children
 - Rehabilitation projects at Zablocki VA Medical Center
 - Wisconsin Veterans' Home at King, Wisconsin
 - Christmas Gift Shop at Zablocki VA Medical Center
 - Camp American Legion, a rehabilitation center for veterans
 - National Child Welfare Foundation
 - All veteran affairs and rehabilitation programs

BE IT, THEREFORE, RESOLVED that I, Daniel J. Bukiewicz, Mayor of the City of Oak Creek, do hereby proclaim May 11, 12, and 13, 2018, to be Poppy Days in the City of Oak Creek.

BE IT FURTHER RESOLVED that I encourage the citizens of Oak Creek to contribute generously for the annual poppy distribution by the American Legion Post and Auxiliary 434.

Daniel J. Bukiewicz
Mayor, City of Oak Creek

ATTEST:

Catherine A. Roeske
City Clerk

COUNCIL PROCLAMATION NO. 18-07

CONGRATULATIONS AND WELCOME TO
AMERICAN LEGION RIDERS WISCONSIN DISTRICT 4/5 AND POST 434
ALONG WITH AMERICAN LEGION RIDERS FROM ACROSS THE COUNTRY

WHEREAS, The American Legion was formed on March 15, 1919, as a wartime veterans organization focusing on service to veterans, service members and their families and communities; and

WHEREAS, the Oelschlaeger-Dallmann American Legion Post 434 was chartered in 1946 and is nicknamed the "Heart of the City of Oak Creek" and actively works to support local events such as National Night Out and the 4th of July Parade; and

WHEREAS, The American Legion Auxiliary was founded in 1919 and was established to assist The American Legion with their mission of service; and

WHEREAS, The Sons of The American Legion was created in 1932 and was made up of male descendants of people who served in the United States Armed Forces during times specified by The American Legion; and

WHEREAS, American Legion Riders (ALR) was established as a post level activity at Garden City American Legion Post 396, Department of Michigan; and

WHEREAS, The National Executive Committee of The American Legion, during a regular meeting assembled in Indianapolis, Indiana, on October 17 and 18, 2007, that the American Legion Riders (ALR) was adopted as a national program; and

WHEREAS, American Legion Riders are one of the strongest fund raising groups as a program operating under the Legion family, raising millions of dollars for the Legacy Scholarship Fund alone in just a few short years; and

WHEREAS, American Legion Riders Wisconsin District 4/5 and Oelschlaeger- Dallmann Post 434 offered to host this year's 2018 Riding on Military Pride (R.O.M.P.) event in Oak Creek, Wisconsin in May of 2017; and

WHEREAS, American Legion Riders Of Honor decided at its meeting in June of 2017 to, in fact, hold the 2018 R.O.M.P. here in Oak Creek at Post 434; and

WHEREAS, this group of likeminded Legion family members that ride motorcycles, love the outdoors and having fun, is gathering in Oak Creek to renew old friendships and establish new ones; and

WHEREAS, this year's R.O.M.P. is also charged with trying to raise money for charities that do work to service our veterans, service members and their families and communities on a local, state and national level.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby extend their congratulations and warmest welcome to all American Legion Riders participating in the 2018 International R.O.M.P.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and the City Clerk be and she is hereby directed to transmit a suitable copy thereof to American Legion Riders Wisconsin District 4/5.

Presented and adopted this 1st day of May, 2018.

President, Common Council

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____



To: Mayor Dan Bukiewicz, City of Oak Creek
 From: Clean Wisconsin staff and Attorney Jon Richards
 Re: Public Health Danger and Local Solutions to Coal Tar-Based Pavement Sealant Toxicity

New evidence shows that coal tar-based pavement sealants are toxic to humans, contaminate the environment, and lead to costly clean-up

- PAHs (polycyclic aromatic hydrocarbons) are found in coal tar-based sealants. PAHs are carcinogenic and cause birth defects in humans and are toxic to aquatic life.¹
- PAHs are considered persistent organic pollutants like PCBs and DDT.²
- PAHs from coal tar-based sealants pose a human health risk, especially to children. Living near a sealed driveway increases cancer risk by 14 times for children.³
- A 2017 study by the United States Geological Survey in the Milwaukee area found that 78% of river sediment contained high levels of toxic PAH pollution and that coal tar-based sealants are the source of 77% of PAH contamination.⁴
- PAHs get into our waterways when the sealants break down and sealant particles enter run-off into lakes and streams, they get into our homes when people track the material inside, and children are exposed to PAHs when playing near driveways and on playgrounds.⁵
- Clean-up can be incredibly costly to communities, as sediment known to be contaminated with PAHs must be removed from stormwater detention ponds and riverbeds and placed in landfills to avoid harmful exposure.⁶

Banning coal tar-based pavement sealants is a simple, affordable, local solution to the serious public health threat of PAH contamination

- Communities in Southeast Wisconsin and across the country are banning the use and sale of tar-based sealants containing PAHs to protect public health and the environment.⁷
- Most direct PAH contamination stays in a waterway within less than a mile of where it enters the waterway.⁸

- Communities like Austin, Texas have successfully banned PAH containing products leading to a 50% reduction in PAHs in the environment.⁹ They have developed inexpensive and easy to use screening tests that allow residents and contractors to determine if prohibited sealers have been used.¹⁰
- Alternative sealcoats are widely available and contain 1,000 times fewer PAHs.¹¹ The cost of low-PAH alternatives is about the same as tar-based sealants, and in some cases, they are even more affordable.¹²
- Starting in 2020, the EPA will no longer allow industrial facilities that use coal tar-based sealants to be eligible for general stormwater permits.¹³ According to the agency, banning coal tar sealants may be the most cost-effective approach to reducing local toxic exposure to PAHs.¹⁴
- Many retailers and contractors have discontinued use of PAH containing sealants, however these products are still available at some retailers.¹⁵ In addition, commercial applicators and contractors who get supplies through wholesalers or directly from manufacturers may still be using high-PAH products.
- For market forces to be effective, a critical mass of municipalities with bans in place is needed to reduce toxic PAH exposure in our environment.¹⁶
- In Southeastern Wisconsin the following communities have passed local tar-based sealant bans:
 - City of Milwaukee
 - City of Franklin
 - City of Greenfield
 - Village of Brown Deer
 - City of Glendale
 - Village of Elm Grove
 - Village of Shorewood
 - Village of Whitefish Bay

Clean Wisconsin Can Help

- Clean Wisconsin is ready to help your community reduce toxic exposure to high-PAH sealants.
- We can provide:
 - Presentations to community decision makers
 - Technical, policy, and legal assistance
 - Model ordinances
 - Background scientific research
 - Educational materials for residents, property owners, and contractors

Contact Our Team

Ezra Meyer, Water Resources Specialist, Clean Wisconsin: emeyer@cleanwisconsin.org, 608-251-7020 x20

- Attorney Jon Richards: jonr@zgkc-law.com, 414-272-2295

References and Additional Information

[1] The US Environmental Protection Agency (USEPA) and the International Agency for Research on Cancer have identified 7 different PAHs as being probable human carcinogens, and 16 PAHs are classified as priority pollutants by the USEPA due to their toxicity. Exposure has also been linked to birth defects and developmental problems in children. PAH contamination has numerous adverse effects on aquatic invertebrates, fish, and amphibians including increased mortality, reproductive effects, organ defects, tumors, and immune system impairments. Selected references: Lupo et al. 2012. Maternal occupational exposure to polycyclic aromatic hydrocarbons: effects on gastroschisis among offspring in the National Birth Defects Prevention study. *Environmental Health Perspectives* 120: 910-915; Perra et al. 2009. Prenatal Airborne Polycyclic Aromatic Hydrocarbon Exposure and Child IQ at Age 5 Years. *Pediatrics* 124: 195-202; Neff et al. 2005. Ecological risk assessment of polycyclic aromatic hydrocarbons in sediments: Identifying sources and ecological hazard. *Integrated Environmental Assessment and Management* 1:22-33; Myers et al. 2008. Improved flatfish health following remediation of a PAH-contaminated site in Eagle Harbor, Washington. *Aquatic Toxicology* 88: 277-288.

[2] Persistent organic pollutants are carbon-based chemicals that are highly toxic and persistent in the environment. Due to their chemical properties, PAHs are resistant to degradation and remain in the environment for long periods of time, leading to accumulation in local soils and sediments. National Institutes of Health. 2017. Tox Town: Persistent Organic Pollutants (POPs). Available at: https://toxtown.nlm.nih.gov/text_version/chemicals.php?id=86 Last accessed January 9, 2018.

[3] House dust in homes adjacent to parking lots sealed with coal-tar sealants was found to have 25 times greater PAH concentrations than house dust adjacent to unsealed lots or lots sealed with low-PAH alternatives. It was then calculated that lifetime cancer risk would increase 14 times for people who lived adjacent to sealed parking lots from birth to age six due to accidental ingestion of contaminated soil and house dust. Mahler et al. 2010. Coal-tar-based parking lot sealcoat: an unrecognized source of PAH to settled house dust. *Environmental Science and Technology* 44:894-900; Williams et al. 2013. Cancer risk from incidental ingestion exposures to PAHs associated with coal-tar-sealed pavement. *Environmental Science and Technology* 47: 1101-1109.

[4] A 2017 United States Geological Survey study found that 78% riverbottom samples in the study area (west to Brookfield, north to Germantown, south to Greenfield) exceeded PAH thresholds indicating probable adverse effects on aquatic life. Contamination was found throughout the study area rather than being concentrated in one area. Multiple diagnostic analyses all indicated that coal tar sealants were the primary source of PAHs, contributing 77% of the PAH contamination in the area. Coal-tar-based sealants have been repeatedly identified as major contributors to PAH contamination in cities throughout the country. Baldwin et al. 2017. Primary sources and toxicity of PAHs in Milwaukee-area streambed sediment. *Environmental Toxicology and Chemistry* 36: 1622-1635; Van Metre & Mahler. 2010. Contribution of PAHs from coal-tar pavement sealcoat and other sources to 40 U.S. lakes. *Science of the Total Environment* 409: 334-344

[5] Coal tar-based sealants, which are applied to pavement to beautify and protect the asphalt surfaces of residential driveways, playgrounds, and parking lots, contain high concentrations of PAHs. As the sealcoat weathers or is worn off by vehicle traffic, loose particles are washed off into nearby soils and waterbodies. PAH-contaminated dust from the sealed surface is also transported into homes by wind and on shoes and clothing. Since sealants need to be reapplied every few years, they create a steady source of PAHs to the environment.

[6] Many municipalities use detention ponds as a stormwater pollution control measure. To maintain performance, accumulated sediment will need to be periodically removed. However, sediment containing high levels of pollutants such as PAHs may need to be landfilled at significant expense to the municipality. Inver Grove Heights, MN, (population 34,000) is estimating that removing PAH contaminated sediment from its 140 stormwater detention ponds with PAH contamination will cost between \$1.5 and \$4 million. Estimates for disposal costs in the Minneapolis-St. Paul metropolitan area are up to \$1 billion if 10% of stormwater detention ponds have PAH concentrations above Minnesota's human-health risk-based Soil Reference Value. A study found that 2/3 of the PAHs in the stormwater ponds came from coal-tar-based sealants. University of Wisconsin Extension. 2013. Avoiding high costs from stormwater sediments contaminated by coal tar-based asphalt sealcoats. Solid & Hazardous Waste Education Center Factsheet. Available at: < <http://shwec.engr.wisc.edu/wp-uploads/2015/08/Stormwater-Utilities-6-7-13.pdf>> Last accessed January 9, 2018; Crane. 2014. Source apportionment and distribution of polycyclic aromatic hydrocarbons, risk considerations, and management implications for urban stormwater pond sediments in Minnesota, USA. *Archives of Environmental Contamination and Toxicology* 66: 176-200.

[7] We are aware of 37 municipalities or counties, 3 states, and the District of Columbia that have banned or restricted the use of coal tar-based sealants as of November 2017. For a full list see Clean Wisconsin factsheet entitled "Example Actions Taken on Tar-Based Sealants."

[8] Studies suggest that, while there is some transport downstream of PAHs that enter rivers and streams, PAH contamination from localized sources (e.g., sealed parking lots) remains close to the source. One study found that the influence of industrial and commercial land use on river sediment PAH concentrations dropped off after 500-1000 meters downstream. At greater distances those land uses were not found to be increasing PAH concentrations in the river. This indicates that PAHs are settling to the bottom within ~2/3 of a mile. Similarly, two other studies, while not measuring specific distances, found localized "hot spots" of PAH contamination adjacent to suspected sources or urban centers compared to downstream concentrations. Augusto et al. 2011. Evaluating sources of PAHs in urban streams based on land use and biomonitors. *Environmental Science and Technology* 45: 3731-3738; Sanders & Scott. 2002. Origin and distribution of polycyclic aromatic hydrocarbons in surficial sediments from the Savannah River. *Archives of Environmental Contamination and Toxicology* 43: 438-448; Liu et al. 2013. Comparison of sedimentary PAHs in the rivers of Ammer (Germany) and Liangtan (China): Differences between early- and newly-industrialized countries. *Environmental Science and Technology* 47: 701-709.

[9] Researchers in Austin, TX, found that PAH concentrations in local lakes decreased by 58% in the eight years following the city's coal tar sealant ban. As far as we know this is the only place to study the effect of a ban, but other places such as Minnesota are planning to follow up after an appropriate amount of time has passed since their ban. Van Metre & Mahler. 2014. PAH concentrations in lake sediment decline following ban on coal-tar-based pavement sealants in Austin, Texas. *Environmental Science and Technology* 48: 7222-7228.

[10] A description and step-by-step instructions are available at: <<http://www.austintexas.gov/sites/default/files/files/Watershed/coaltar/SR-12-08-sealant-solvent-screening-method.pdf>> Last accessed January 9, 2018.

[11] Asphalt emulsion sealers are a widely-available, low-PAH alternative. They appear to have similar performance, although they do require slightly warmer temperatures for application cutting shortening the application season by a week or two on each end. Coal-tar-based sealants are typically 5-10% PAHs by weight, while asphalt-based sealants are 0.005% PAHs by weight. Mahler et al. 2012. Coal-tar-based pavement sealcoat and PAHs: implications for the environment, human health, and stormwater management. *Environmental Science and Technology* 46: 3039-3045.

[12] Based on prices advertised online in December 2017, coal tar-based sealants cost \$5-10 per gallon while asphalt-based sealants cost \$5-10 per gallon. PAH-free alternatives, such as acrylic or latex sealers, are also becoming increasingly available.

[13] Under the terms of a settlement agreement in *Waterkeeper Alliance v. EPA* (2d Cir. 15-02091), the EPA will propose that industrial facilities that use coal-tar sealants “and thereby discharge polycyclic aromatic hydrocarbons (‘PAHs’) in stormwater are not eligible for coverage under the [multisector general permit] and must either eliminate such discharges or apply for an individual permit.” The full settlement agreement is available at: <http://waterkeeper.org/wp-content/uploads/2016/08/Waterkeeper_Alliance_Settlement_Agreement_08162016-EPA-MSGP.pdf> Last accessed January 9, 2018.

[14] EPA’s own research found that surfaces sealed with coal-tar based sealcoat released 100-1,000 times more PAHs than other surfaces. Based on this, the agency has said that the most cost-effective approach for communities to address the toxic effects of PAH contamination may be to ban the products. US Environmental Protection Agency. 2011. An assessment of water quality runoff from sealed asphalt surfaces. EPA/600/R-10/178.

[15] Based on online searches in December 2017, Lowes, Home Depot, Ace Hardware, Menards, and Mills Fleet Farm do not offer coal-tar based sealants for sale. Coal-tar sealants are available from True Value and Blain’s Farm and Fleet.

[16] The majority of sealcoating is done by professional applicators or contractors, who get their sealcoat in larger quantities directly from manufacturers or distributors rather than from retail stores. Furthermore, many applicators appear serve a wide area encompassing many Southeast Wisconsin municipalities. Thus, retailers in a given municipality not carrying high-PAH sealants does not address the largest use of these products. It will take prohibitions across the majority of applicators’ service areas for the market to start assisting local bans in phasing out the use of the product in the region.



DANGEROUS DRIVEWAYS TOXIC PAH POLLUTION FROM TAR-BASED SEALANTS

Tar-based pavement sealants are the primary source of toxic PAH pollution in urban landscapes. Those PAHs are harmful to human health and hurt fish and other aquatic life in our lakes and rivers.

What are pavement sealants?

Pavement sealants, also known as “sealcoats” or “sealers,” are the jet-black coatings homeowners and contractors apply to residential, commercial, and industrial driveways and parking lots. There are two main types of pavement sealants on the market today: tar-based sealants (also called “coal tar-based”), and asphalt-based sealants.

The problem with tar-based pavement sealants

Pavement sealants contain **polycyclic aromatic hydrocarbons (PAHs)**, which are toxic compounds that can **cause cancer and developmental problems in children**. The American Medical Association and other public health groups have urged local and state governments to ban tar-based sealants due to their harmful health effects.

How are people exposed to PAHs from tar-based sealants?

PAHs accumulate in soils, household dust, and carpets when particles of tar-based sealants are blown or tracked into homes, schools, and other buildings. The particles come from those sealants being worn down over time by weather, tire abrasion, and foot traffic. The toxic sealant particles are also washed off by rain and spring meltwater, ending up in our local water bodies.

A recent study found that 77% of PAH pollution in Milwaukee streambeds came from tar-based sealants.

How significant is the health risk?

The coal tar pitch used in tar-based sealants is classified as a **hazardous waste**. Children living in homes where parking lots are coated with tar-based pavement sealants face a **14-fold increase in cancer risk** compared to those living next to unsealed lots, according to researchers at Baylor University and the U.S. Geological Survey. ***A lifetime of exposure can lead to cancer rates 38 times higher.***



CHILDREN LIVING FROM BIRTH TO AGE 6 NEAR PARKING LOTS WITH TAR-BASED SEALANTS HAVE A **14x HIGHER LIFETIME CANCER RISK**

Current Tar-Based Sealant Bans:

Andover, Massachusetts (use restriction)
Ann Arbor, Michigan
Annapolis/Anne Arundel County, Maryland
Austin, Texas
Bee Cave, Texas
Boone, North Carolina (use restriction)
Cwltth. of Massachusetts (use restriction)
Dane County, Wisconsin
Dexter, Michigan
Edwards Aquifer Authority, Texas
Glendale, Wisconsin
Greenville, South Carolina
Hamburg Township, Michigan
Milwaukee, Wisconsin
Montgomery County, Maryland
North Barrington, Illinois
Prince George's County, Maryland
San Antonio, Texas
San Marcos, Texas
Scio Township, Michigan
South Barrington, Illinois
Spring Lake Township, Michigan
State of Minnesota
State of Washington
Sudbury, Massachusetts (use restriction)
Suffolk County, New York
Van Buren Township, Michigan
Washington, D.C.
Westwood, Massachusetts
Winfield, Kansas
Winnetka, Illinois
Ypsilanti, Michigan



“Whether sending their children to a playground or repairing a driveway, Americans are potentially being exposed to harmful carcinogens in coal-tar-based sealcoats.”
– American Medical Assoc.

How to be PAH-safe:

Don't use tar-based pavement sealants
If you feel you must seal your driveway or parking lot, then use asphalt-based sealants, which have 1,000-times lower PAH levels.

Remove your shoes
If you don't have control over your parking lot or driveway, try to keep sealant dust and soil out of your home by taking off shoes before entering.

Look for hidden PAHs
Tar can have a lot of different names, and some other byproducts can have very high levels of PAHs. To be safe, check the “Material Safety Data Sheet” of the product (try searching online) and avoid anything including CAS #'s **64742-90-1, 65996-92-1, 65996-93-2, 65996-89-6, 69013-21-4, or 8007-45-2.**

Speak up
Become an advocate in your community against the use of tar-based pavement sealants. More at cleanwisconsin.org/our-work/pah.

Environmental impacts

PAHs **kill small organisms** living on the bottoms of rivers and streams and can **cause tumors in fish and other large aquatic animals**. This could result in costly impacts on the ecological balance of aquatic environments. Even three months or more after sealants are applied, the tar-sealed pavement runoff can kill fathead minnows and water fleas, two indicator species used to assess chemical toxicity to aquatic life.

Economic Impacts

PAH pollution from tar-based sealants can be a significant burden to taxpayers when municipalities are on the hook for cleaning up stormwater sediment ponds contaminated with PAH-laden sediment. In the Minneapolis metro area, the PAH cleanup from tar-based sealants is estimated to cost taxpayers hundreds of millions of dollars.

Are there alternatives?

Yes. Asphalt-based pavement sealants have up to 1,000-times lower PAH levels and are no more expensive than tar-based sealants. Alternatives such as acrylic sealants or gravel parking lots and driveways have minimal PAH levels. Studies of an early PAH ban in Austin, Texas, show significant PAH reductions in local waterbodies.

How do tar-based sealants compare to other PAH sources?

Other sources of environmental PAH pollution have significantly lower concentrations than tar-based sealants. Fresh asphalt, for example is about 1.5 parts per million (ppm) PAHs. Smoke from wood fires can range from 2 to 114 ppm, engine exhaust 102-370 ppm, and used motor oil around 440 ppm. **Tar-based sealants are hundreds to thousands of times worse**, at 70,000 – 100,000 ppm.

**WE IN WISCONSIN NEED TO FOLLOW THE LEAD OF OTHERS
AND END THE SALE AND USE OF HIGH-PAH SEALANTS TO
PROTECT OUR HEALTH AND ENVIRONMENT.**

Visit cleanwisconsin.org/our-work/pah for more information.

Ezra Meyer
Water Resources Specialist
emeyer@cleanwisconsin.org
608-251-7020 x20

Jon Richards
Project Coordinator
JonR@zgkc-law.com
414-272-2295



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the April 25, 2018 Vendor Summary Report in the combined total of \$398,085.15.

Fiscal Impact: Total claims paid of \$398,085.15.

- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: Of note are the following payments:

1. \$95,654.31 to Advanced Disposal (pg #1) for March recycling and trash pickup.
2. \$63,828.74 to Benistar (pg #2) for May Medicare supplement insurance.
3. \$21,250.00 to Bret Achtenhagen's Seasonal Service (pg #2) for Lake Vista landscaping contract.
4. \$16,694.12 to City of Milwaukee (pg #3) for street lighting improvements on Rawson to College Ave.
5. \$14,224.00 to Henricksen and Company, Inc. (pg #6) for City Hall Lunch Room and EOC tables and chairs.
6. \$12,173.56 to Kansas City Life Insurance Co (pg #7) for May disability insurance.
7. \$19,360.60 to Oak Creek Water & Sewer Utility (pg #9) for project inspection costs relating to: Ikea, Drexel Ridge, Glen Crossing, Murphy CSM, and Fedex.
8. \$16,030.00 to Tyler Technologies, Inc. (pg #13) for assessor services.
9. \$35,196.41 to WE Energies (pgs #13-14) for street lighting, electricity & natural gas.
10. \$12,934.20 to Wheaton Franciscan Medical Group (pg #14) for quarterly CDL driver drug testing, pre-employment physicals, drug screenings, and March nurse practitioner services/supplies.
11. \$17,962.83 to World Fuel (pg #15) for fuel inventory.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 4/25/18 Invoice GL Distribution Report



COMMON COUNCIL REPORT

Informational: Treasurer Report on Investment and Banking for the City of Oak Creek accounts, ending March 31, 2018.

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

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Treasurer Report on Investment and Banking displays the City's month end balances, to provide the Common Council and the public with the current condition of the City's treasury. Please note that some funds are allocated for specific purposes such as debt service, Tax Incremental Districts, capital improvement projects and distribution of tax collection to other taxing districts and are not available for general purpose spending. This monthly report, along with a comprehensive report, is reviewed at Finance Committee meetings to assist with investment decisions and financial strategies. Below is a brief summary:

Beginning Balance	Ending Balance	Interest Earned	Increase/Decrease
\$42,402,722.58	\$42,608,078.51	\$57,055.83	\$205,355.93
March Tax Collection: \$3,848,642.82 or 0.04% of total levied		City Share (approx.): \$1,600,000.00	

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Treasurer Report on Investment and Banking

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

Name of Account	Beginning Balance	Additions	Subtractions	Account Ending Balance	Actual Interest Earned	Interest Rate	Percentage of Total Invested
Tri City National Bank	5,299,015.28	14,516,697.34	(12,149,664.71)	7,666,047.91	10,515.16	1.35%	17.99%
General Fund	3,926,221.96	10,960,345.79	(8,099,868.00)	6,786,699.75			
Title 125	53,588.69	33,297.48	(26,985.38)	59,900.79			
Police Credit Card	42,410.59	29,796.95	(22,240.05)	49,967.49			
Parks & Rec Counter Credit Card	11,705.01	10,393.95	(8,268.83)	13,830.13			
Tax Payment Account #2	876,060.13	3,060,875.44	(3,400,000.00)	536,935.57			
Parks & Rec Online Credit Card	10,805.40	23,225.00	(9,598.18)	24,432.22			
Health Insurance	16,872.35	315,711.08	(306,652.92)	25,930.51			
Tax Payment Account	218,251.71	-	(200,000.00)	18,251.71			
EMS	143,099.44	83,051.65	(76,051.35)	150,099.74			
0	-	-	-	-			
DANA Investment Advisors	5,684,931.05	12,633.78	(14,163.28)	5,683,401.55	10,901.12	2.31%	13.34%
BMO Global Asset Management	4,840,218.20	7,708.41	(1,874.31)	4,846,052.30	3,972.59	1.80%	11.37%
American Deposit Management (ADM)	1,163,112.61	1,338.38	-	1,164,450.99	1,338.38	1.40%	2.73%
*ADM General Account Balance	-	-	-	-	-	-	-
Local Government Investment Pool (LGIP)	20,034,250.07	4,349,165.62	(3,000,000.00)	21,383,415.69	29,653.45	1.55%	50.19%
*LGIP General Account Balance	15,508,146.67	820,305.63	(3,000,000.00)	13,328,452.50	19,214.68		
**Ehlers Investment	5,381,195.37	9,063.74	(3,525,549.04)	1,864,710.07	675.13	1.36%	4.38%
	5,381,195.37	9,063.74	(3,525,864.33)	1,864,394.78			
Total Balance	42,402,722.58	18,896,607.27	(18,691,251.34)	42,608,078.51	57,055.83		

**Ehlers balance is first shown gross of fees to balance to their monthly report; below that is shown net of fees for comparison purposes. Also, due to multiple CD's in the account, interest/dividends may not be earned monthly;

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

Excludes Police Forfeiture Account;

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

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

Tax Collection Deposits

Tax Payment Account #2

City Deposit (Counter, Drop Box, Mail)	2,724,210.75
Gov Tech	294,825.07
Credit Card	41,839.62
Total Tax Payment Account #2	3,060,875.44

Lottery Credit 787,767.38

Tax Payment Account

Tri City Payments (At Bank, Lockbox)

Total Tax Collection Deposits

3,848,642.82

0.04% of Total Tax Levy TAX REFUNDS

Distribution to other Taxing Jurisdictions

(February and March Collections distributed in April)

STATE	\$ -
COUNTY	\$ 1,276,307.88
MMSD	\$ 435,880.33
SCHOOL	\$ 2,186,936.70
MATC	\$ 317,611.76
UTILITY	\$ 12,417.09
TOTAL DIST	\$ 4,229,153.76

*CITY \$ 2,475,887.10

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

*Incl lottery credit and personal property tax previously distributed

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



COMMON COUNCIL REPORT

- Item: Publication and Write-off of the 2016 Delinquent Personal Property Tax.
- Recommendation: That the Common Council authorize the publication and write-off of the 2016 delinquent personal property tax per the attached reports.
- Fiscal Impact: Enhance collection efforts and budgeting procedures while improving the accuracy of the City's financial position.
- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The City's policy on the handling of delinquent personal property tax is established by resolution no. 11637-081815. The delinquent amount due for all taxing districts, including interest and penalty to date, is published in the City's official newspaper. In addition, to provide an accurate reflection of the City's financial position the City's share of delinquent tax from the preceding year, in which the likelihood of collection appears remote, is written-off the City's books as recommended by our auditors. The remaining delinquent tax has been proportionately charged back to the other taxing districts.

I respectfully request that the Common Council authorize the publication and write-off of the 2016 delinquent personal property tax as detailed on the attached reports and as follows:

\$14,064.84 to be approved for publication in the City's official newspaper. Any accounts that have outstanding prior year delinquencies are indicated as "Multiple Year's". Accounts that are not allowable by law have been noted and subtracted from the total.

\$11,348.27 to be approved for removal from the City's general account.

Please note that COLLECTION EFFORTS WILL CONTINUE through the City's collection agency, on those accounts allowable by law.

Options/Alternatives:

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 2016 Delinquent List for publication and write-off; Tax Program (GCS) Report of 2016 Delinquent Personal Property Tax; Policy on Handling of Delinquent Personal Property Taxes; Resolution No. 11637-081815

CITY OF OAK CREEK WRITE-OFF AND PUBLICATION					
<u>2016 DELINQUENT PERSONAL PROPERTY</u>		Total Due for May			
PERSONAL PROPERTY ADDRESS	NAME AND ADDRESS	City Portion of Principal Only WRITE-OFF AMOUNT	Including Interest & Penalty		MULTIPLE YEARS
			AMOUNT	PUBLISH	
Willie Alston DBA Masonry Concrete in Action LLC 10100 S Windsor Dr		\$ 15.95	\$ 66.21	X	X
A-1 Home Inspection & Appraisal 3201 E James Dr		\$ 15.95	\$ 66.21	X	X
Atmosphere Construction LLC 7425 S Chapel Dr		\$ 31.14	\$ 38.61	X	X
Auberry House Inc. 10320 S Hummingbird Ln		\$ 1,675.50	\$ 2,077.62	X	X
B&W Heating & Cooling 9473 S Chicago Rd		\$ 64.51	\$ 79.99	X	X
CB Improvements 2517 W Hilltop Ln		\$ 33.37	\$ 41.38	X	X
Cigar Center 7844 S Howell Ave		\$ 45.88	\$ 190.39	Bankruptcy	
Cinderella's Threads 8652 S Market Pl		\$ 400.54	\$ 496.67	X	
Colorall Auto Body Repair 8020 S 27th St Ste A		\$ 173.56	\$ 215.21	X	X
Suren Dharanikota DBA ITPromark, Inc 181 W Aspen Ct Unit 4		\$ 46.74	\$ 57.96	X	X
Dunham Express Corporation 7420 S 10th St		\$ 195.40	\$ 811.17	Bankruptcy	
Steve Gastrau DBA Gastrau Golf Center 1300 E Rawson Ave		\$ 1,900.24	\$ 2,356.30	X	
Hunter's Fabrication & Design LLC 7555 S 10th St		\$ 582.96	\$ 722.87	X	X
Michael Janikowski DBA Bluebird Antiques 8625 S Market Pl		\$ 133.51	\$ 165.55	X	X
Kopp Machine & Tool Corp 190 W Marquette Ave		\$ 17.27	\$ 71.74	X	
Christopher Lentz DBA American Family Insurance 7071 S 13th St Ste 106		\$ 160.21	\$ 198.66	X	X

CITY OF OAK CREEK WRITE-OFF AND PUBLICATION					
<u>2016 DELINQUENT PERSONAL PROPERTY</u>			Total Due for May		
PERSONAL PROPERTY ADDRESS	NAME AND ADDRESS	City Portion of Principal Only WRITE-OFF AMOUNT	Including Interest & Penalty		MULTIPLE YEARS
			AMOUNT	PUBLISH	
Matthews of Oak Creek 7550 S 13th St		\$ 18.40	\$ 22.81	X	
Mechanics On the Go 8045 S 13th St		\$ 84.56	\$ 104.85	X	
Metalspun Products Co Inc 410 W Drexel Ave		\$ 4,176.51	\$ 5,178.87	X	
Milwaukee Coffee Brewing Co LLC DBA Dunkin' Donuts 2345 W Ryan Rd Ste A		\$ 47.56	\$ 58.97	X	
NICL Laboratories 6744 S Howell Ave		\$ 14.60	\$ 60.69	X	
Panther Hobby Supply 8041 S 13th St		\$ 15.95	\$ 66.21	X	X
Paragon Polishing 8474 S Burrell St		\$ 26.70	\$ 33.11	X	
Pipe Masters Plumbing 10103 S 13th Street		\$ 7.97	\$ 33.11	X	
Samuel Spencer DBA The Working Man Roofing & Siding Inc 9075 S Chicago Ct		\$ 53.40	\$ 66.21	X	X
Sportcuts 8621 S Howell Ave		\$ 1,263.87	\$ 1,567.20	X	X
Star Nails - 27th St 6508 S 27th St Ste 2		\$ 24.37	\$ 30.22	X	
Sunset Options Funeral and Cremation 904 E Rawson Ave		\$ 26.70	\$ 33.11	X	
Tayiss LLC 7278 S Delaine Dr		\$ 55.63	\$ 68.98	X	X
Tri-Star Recycling 6500 S 13th St		\$ 26.70	\$ 33.11	X	
V Insurance Group 2345 W Ryan Rd		\$ 12.62	\$ 52.41	X	
DELINQUENT TOTAL		\$ 11,348.27	\$ 15,066.40		
Bankruptcies/Receiverships/Corrections			\$ 1,001.56		
DELINQUENT PUBLICATION TOTAL			\$ 14,064.84		

2016 For Write Off and Publication

THE OPTIONS BELOW WERE USED FOR THIS REPORT:

Property Type	Personal Property
Tax Years	2016
Municipalities	265 - CITY OF OAK CREEK
Start a new page for each municipality	Yes
Exclude current year amounts is municipality is not settled	No
Limit to District	No
Balance Type	Properties with Delinquent
Print Property Details	Yes
Owner/Address information to use	Name and Address on record for each year
Print Subtotal for Owner/Address	No
Print Interest and Penalty Due	Yes, using Interest/Penalty Date of 05/01/2018
Print Other Charges	Yes
Limited to Payments Dated on or before	No
Sort by	Municipality, Parcel #, Tax Year
Exclude property for year with flag(s)	(None)

Computer Report Showing Delinquent 2016 Personal Property Tax

Outstanding Total with May 2018 Int & Penalty for Publication **\$14,064.84**

Outstanding Total Principal Portion (no Int & Penalty) **\$12,150.35**

Outstanding Total City Portion of Principal for writeoffs
 (no Int & penalty) **\$11,348.27**

Outstanding Total other Taxing Jurisdictions
 (charged back) **\$802.08**

MILWAUKEE
 PERSONAL PROPERTY TAX YEAR SUMMARY
 265 - CITY OF OAK CREEK

REPORT #: TAXYRSUMLST
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PROPERTY NUMBER ALT. PROPERTY NUMBER	OWNER NAME & ADDRESS	TAX YEAR	-----GENERAL-----		-----SPECIALS-----			MAY 2018 INT & PEN	OTHER CHARGES	TOTAL
			BALANCE	BC	BALANCE	BC	OTH			
9999017350	WILLIE ALSTON DBA MASONRY CONCRETE IN ACTION LLC 10100 S WINDSOR DR OAK CREEK WI 53154	2016	53.40	D	0.00	N	N	12.81	0.00	66.21
		TOTAL	53.40		0.00			12.81	0.00	66.21
					<i>City portion 15.95</i>		<i>charged back 37.45</i>			
9999023000	A-1 HOME INSPECTION & APPRAISAL 3201 E JAMES DR OAK CREEK WI 53154	2016	53.40	D	0.00	N	N	12.81	0.00	66.21
		TOTAL	53.40		0.00			12.81	0.00	66.21
					<i>City portion 15.95</i>		<i>charged back 37.45</i>			
9999030000	ATMOSPHERE CONSTRUCTION LLC 7425 S CHAPEL DR OAK CREEK WI 53154	2016	31.14	D	0.00	N	N	7.47	0.00	38.61
		TOTAL	31.14		0.00			7.47	0.00	38.61
9999032300	AUBERRY HOUSE INC 10320 S HUMMINGBIRD LN OAK CREEK WI 53154	2016	1,675.50	D	0.00	N	N	402.12	0.00	2,077.62
		TOTAL	1,675.50		0.00			402.12	0.00	2,077.62
9999038200	B & W HEATING & COOLING 9473 S CHICAGO RD OAK CREEK WI 53154	2016	64.51	D	0.00	N	N	15.48	0.00	79.99
		TOTAL	64.51		0.00			15.48	0.00	79.99
9999046100	CB IMPROVEMENTS LLC 2517 W HILLTOP LN OAK CREEK WI 53154	2016	33.37	D	0.00	N	N	8.01	0.00	41.38
		TOTAL	33.37		0.00			8.01	0.00	41.38
9999078425	<i>Bankruptcy</i> CIGAR CENTER 7844 S HOWELL AVE OAK CREEK WI 53154	2016	153.54	D	0.00	N	N	36.85	0.00	190.39
		TOTAL	153.54		0.00			36.85	0.00	190.39
					<i>City portion 45.88</i>		<i>charged back 107.66</i>			
9999078435	CINDERELLA'S THREADS 8652 S MARKET PL OAK CREEK WI 53154	2016	400.54	D	0.00	N	N	96.13	0.00	496.67
		TOTAL	400.54		0.00			96.13	0.00	496.67
9999087100	COLORALL AUTO BODY REPAIR 8020 S 27TH ST STE A OAK CREEK WI 53154	2016	173.56	D	0.00	N	N	41.65	0.00	215.21
		TOTAL	173.56		0.00			41.65	0.00	215.21
9999103600	SUREN DHARANIKOTA DBA ITPROMARK, INC 181 W ASPEN CT UNIT 4 OAK CREEK WI 53154	2016	46.74	D	0.00	N	N	11.22	0.00	57.96
		TOTAL	46.74		0.00			11.22	0.00	57.96
9999107900	<i>Bankruptcy</i> DUNHAM EXPRESS CORPORATION PO BOX 7311 MADISON WI 53707-7311	2016	654.17	D	0.00	N	N	157.00	0.00	811.17
		TOTAL	654.17		0.00			157.00	0.00	811.17
					<i>City portion 195.40</i>		<i>charged back 458.77</i>			
9999153115	STEVE GASTRAU DBA GASTRAU GOLF CENTER 7338 MAPLE TERRACE WAUWATOSA WI 53213	2016	1,900.24	D	0.00	N	N	456.06	0.00	2,356.30
		TOTAL	1,900.24		0.00			456.06	0.00	2,356.30
9999190000	HUNTER'S FABRICATION & DESIGN LLC PO BOX 110 OAK CREEK WI 53154	2016	582.96	D	0.00	N	N	139.91	0.00	722.87
		TOTAL	582.96		0.00			139.91	0.00	722.87

MILWAUKEE
 PERSONAL PROPERTY TAX YEAR SUMMARY
 265 - CITY OF OAK CREEK

REPORT #: TAXYRSUMLST
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PROPERTY NUMBER ALT. PROPERTY NUMBER	OWNER NAME & ADDRESS	TAX YEAR	-----GENERAL-----		-----SPECIALS-----			MAY 2018 INT & PEN	OTHER CHARGES	TOTAL
			BALANCE	BC	BALANCE	BC	OTH			
9999205283	MICHAEL JANIKOWSKI DBA BLUEBIRD ANTIQUES 8625 S MARKET PL OAK CREEK WI 53154	2016 TOTAL	133.51	D 133.51	0.00	N 0.00	N 0.00	32.04 32.04	0.00 0.00	165.55 165.55
9999219800	KOPP MACHINE & TOOL CORP PO BOX 482 MUSKEGO WI 53150-0482	2016 TOTAL	57.85	D 57.85	0.00	N 0.00	N 0.00	13.89 13.89	0.00 0.00	71.74 71.74
					<i>City portion 17.27</i>			<i>charged back 40.58</i>		
9999238700	CHRISTOPHER LENTZ DBA AMERICAN FAMILY INSURANCE 7071 S 13TH ST STE 106 OAK CREEK WI 53154	2016 TOTAL	160.21	D 160.21	0.00	N 0.00	N 0.00	38.45 38.45	0.00 0.00	198.66 198.66
9999254500	MATTHEWS OF OAK CREEK 7550 S 13TH ST OAK CREEK WI 53154	2016 TOTAL	18.40	D 18.40	0.00	N 0.00	N 0.00	4.41 4.41	0.00 0.00	22.81 22.81
9999255100	MECHANICS ON THE GO 8045 S 13TH ST OAK CREEK WI 53154	2016 TOTAL	84.56	D 84.56	0.00	N 0.00	N 0.00	20.29 20.29	0.00 0.00	104.85 104.85
9999260000	METALSPUN PRODUCTS CO INC 410 W DREXEL AVE OAK CREEK WI 53154-2029	2016 TOTAL	4,176.51	D 4,176.51	0.00	N 0.00	N 0.00	1,002.36 1,002.36	0.00 0.00	5,178.87 5,178.87
9999266800	MILWAUKEE COFFEE BREWING CO LLC DBA DUNKIN' DONUTS 2068 S MILLER PKWY WEST MILWAUKEE WI 53219	2016 TOTAL	47.56	D 47.56	0.00	N 0.00	N 0.00	11.41 11.41	0.00 0.00	58.97 58.97
9999283100	NICL LABORATORIES 7071 S 13TH ST STE 103 OAK CREEK WI 53154	2016 TOTAL	48.94	D 48.94	0.00	N 0.00	N 0.00	11.75 11.75	0.00 0.00	60.69 60.69
					<i>City portion 14.00</i>			<i>charged back 34.34</i>		
9999318500	PANTHER HOBBY SUPPLY 8041 S 13TH ST OAK CREEK WI 53154	2016 TOTAL	53.40	D 53.40	0.00	N 0.00	N 0.00	12.81 12.81	0.00 0.00	66.21 66.21
					<i>City portion 15.95</i>			<i>charged back 37.45</i>		
9999318510	PARAGON POLISHING 8474 S BURRELL ST OAK CREEK WI 53154	2016 TOTAL	26.70	D 26.70	0.00	N 0.00	N 0.00	6.41 6.41	0.00 0.00	33.11 33.11
9999328600	PIPE MASTERS PLUMBING 10103 S 13TH ST OAK CREEK WI 53154	2016 TOTAL	26.70	D 26.70	0.00	N 0.00	N 0.00	6.41 6.41	0.00 0.00	33.11 33.11
					<i>City portion 7.97</i>			<i>charged back 18.73</i>		
9999386028	SAMUEL SPENCER DBA THE WORKING MAN ROOFING & SIDING INC HC 1 BOX 3740 OXLY MO 63955-9724	2016 TOTAL	53.40	D 53.40	0.00	N 0.00	N 0.00	12.81 12.81	0.00 0.00	66.21 66.21
9999386040	SPORTCUTS 2479 S GREEN LINKS DR	2016 TOTAL	1,263.87	D 1,263.87	0.00	N 0.00	N 0.00	303.33 303.33	0.00 0.00	1,567.20 1,567.20

MILWAUKEE
 PERSONAL PROPERTY TAX YEAR SUMMARY
 265 - CITY OF OAK CREEK

REPORT #: TAXYRSUMLST
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PROPERTY NUMBER ALT. PROPERTY NUMBER	OWNER NAME & ADDRESS	TAX YEAR	-----GENERAL-----		-----SPECIALS-----			MAY 2018 INT & PEN	OTHER CHARGES	TOTAL
			BALANCE	BC	BALANCE	BC	OTH BC			
	WEST ALLIS WI 53227									
9999389000	STAR NAILS - 27TH ST C/O ANTHONY PHUOC NGUYEN 6508 S 27TH ST STE 2 OAK CREEK WI 53154	2016 TOTAL	24.37	D	0.00	N	N	5.85 5.85	0.00 0.00	30.22 30.22
9999395900	SUNSET OPTIONS FUNERAL AND CREMATION 904 E RAWSON AVE OAK CREEK WI 53154	2016 TOTAL	26.70	D	0.00	N	N	6.41 6.41	0.00 0.00	33.11 33.11
9999400175	TAYISS LLC C/O OLGA ZVARYCH 7278 S DELAINE DR OAK CREEK WI 53154	2016 TOTAL	55.63	D	0.00	N	N	13.35 13.35	0.00 0.00	68.98 68.98
9999416001	TRI-STAR RECYCLING 6500 S 13TH ST OAK CREEK WI 53154	2016 TOTAL	26.70	D	0.00	N	N	6.41 6.41	0.00 0.00	33.11 33.11
9999432250	V INSURANCE GROUP 2345 W RYAN RD OAK CREEK WI 53154	2016 TOTAL	42.27	D	0.00	N	N	10.14 10.14	0.00 0.00	52.41 52.41

City portion 12.62

Charged back 29.65

MILWAUKEE
 PERSONAL PROPERTY TAX YEAR SUMMARY
 265 - CITY OF OAK CREEK

REPORT #: TAXYRSUMLST
 RUN DATE: 04/11/2018
 RUN TIME: 12:17:41 PM
 PAGE: 5

TAX YEAR	GENERAL	SPECIAL	MAY 2018 INT & PEN	OTHER CHARGES	MAY 2018 TOTAL	NUMBER OF PROPERTIES
CITY OF OAK CREEK TOTALS						
2016	12,150.35	0.00	2,916.05	0.00	15,066.40	31
TOTAL	12,150.35	0.00	2,916.05	0.00	15,066.40	

ACTUAL # OF PROPERTIES: 31

- 802.08 charged back
\$ 11,348.27 write-off

Less Bankruptcy -1001.56

\$ 14,064.84 Total to be published with May Int & Penalty

MILWAUKEE
 PERSONAL PROPERTY TAX YEAR SUMMARY

REPORT #: TAXYRSUMLST
 RUN DATE: 04/11/2018
 RUN TIME: 12:17:41 PM
 PAGE: 6

	TAX YEAR	GENERAL	SPECIAL	MAY 2018 INT & PEN	OTHER CHARGES	MAY 2018 TOTAL	NUMBER OF PROPERTIES
GRAND TOTAL	2016	12,150.35	0.00	2,916.05	0.00	15,066.40	31
	TOTAL	12,150.35	0.00	2,916.05	0.00	15,066.40	

ACTUAL # OF PROPERTIES: 31

**THE POLICY ON HANDLING OF DELINQUENT PERSONAL PROPERTY TAXES
FOR THE CITY OF OAK CREEK**

The following shall be considered as the policy on the handling of delinquent personal property taxes as allowed by WI State Statutes:

1. Those accounts determined by the City Treasurer to be delinquent as of February 1, will receive a notice of delinquency.
2. Those accounts determined by the City Treasurer to be delinquent as of March 1, will receive a copy of this policy and a letter of delinquency from the City Attorney, which will advise the taxpayer of the ramifications of nonpayment.
3. If not paid on or before July 31, those delinquent accounts in which the City has no other recourse will be turned over to the City's collection agency. The City Treasurer will work with the collection agency to determine and approve which delinquent accounts will be subject to a lawsuit initiated by the City's collection agency.
4. By the following April 1, the City Treasurer may charge back to each taxing jurisdiction within the taxation district, except this state, its proportionate share of those personal property taxes for which the taxation district settled in full the previous year, which were delinquent at the time of settlement, which have not been collected in the intervening year, and which remain delinquent, if the taxes are owed by an entity that has ceased operations, or filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll.
5. By the following June 1, regardless of whether in collection or in legal proceedings will be noticed in the City's official newspaper, showing the taxpayer's name and/or business name, address, the delinquent principal amount plus interest.

By the following June 1, the Treasurer shall also prepare a list of names and amounts of delinquent personal property for which the likelihood of collection appears remote, which shall be written off the books subject to approval by the Common Council; however, collection efforts will continue.

6. An amount equal to any delinquent personal property taxes charged back which are subsequently collected by the taxation district, minus the cost of collecting those taxes, shall be proportionately distributed to each taxing jurisdiction to which the delinquent taxes were charged back. Distributions shall be made on May 15, August 15, November 15 and February 15.

Approval:


City Treasurer

Approval:


City Administrator

Revision History:
November 15, 2005
November 5, 2013
August 18, 2015

RESOLUTION NO. 11637-081815

BY: Ald. Gehl

**A RESOLUTION RESCINDING RESOLUTION NO. 11424-110513 AND
RESTATING THE POLICY ON HANDLING OF DELINQUENT PERSONAL
PROPERTY TAXES FOR THE CITY OF OAK CREEK**

WHEREAS, WI State Statute 74.30(1)(i) provides that on or before February 20, the City of Oak Creek shall pay in full to each taxing district all personal property taxes which have not previously been paid; and

WHEREAS, the uncollected personal property taxes may be charged back to each taxing district in the following year and thus will have an adverse effect on that years' tax levy for each taxing district; and

WHEREAS, the City previously adopted Resolution 11424-110513 which established a policy on the handling of delinquent personal property taxes; and

WHEREAS, WI State Statutes 74.42(1) provides that no later than April 1, the taxation district treasurer may charge back to each taxing jurisdiction within the taxation district, its proportionate share of those personal property taxes for which the taxation district settled in full the previous year and which remain delinquent, if the taxes are owed by an entity that has ceased operations, or filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll; and

WHEREAS, the timely and efficient collection of monies due to the City of Oak Creek will benefit the taxpayer and enhance budgeting procedures of the City Government.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Common Council that Resolution No. 11424-110513 is hereby rescinded; and

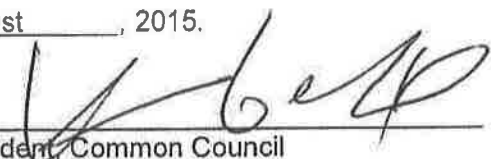
BE IT FURTHER RESOLVED by the Mayor and Common Council of the City of Oak Creek that there is hereby established a Policy on Handling of Delinquent Personal Property Taxes, as attached to and made a part of this resolution in its entirety, to improve the accuracy of the City's financial position and enhance budgeting procedures by the timely and efficient collection of monies due to the City; and

BE IT FURTHER RESOLVED that all resolutions contravening the provisions of this resolution are hereby repealed; and

BE IT FURTHER RESOLVED that the City Treasurer and City Administrator are hereby authorized to sign the Handling of Delinquent Personal Property Taxes Policy in behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of August, 2015.

Approved this 18th day of August, 2015.



President, Common Council

Passed and adopted this 18th day of August, 2015.



Mayor

ATTEST:



City Clerk

VOTE: Ayes 6 Noes 0



COMMON COUNCIL REPORT

Item: Special Assessments, South 27th Street Water Main Extension, Project No. 18104

Recommendation: That the Common Council adopt Resolution 11936-050118, a preliminary resolution declaring intent to exercise special assessment powers under Section 3.200 of the Municipal Code of the City of Oak Creek for the installation of water main in South 27th Street from West Southbranch Blvd. to 970' south of West Southbranch Blvd., and to establish a public hearing date of June 5, 2018 (6th Aldermanic District).

Fiscal Impact: The Oak Creek Water and Sewer Utility will initially fund the entire cost of the project, and shall be reimbursed as special assessments are received. The estimated cost of the project is \$155,000.

Special assessments for this project include the cost of the water main and appurtenances. This project includes properties that - by ordinance - would be specially assessed on either a ten year payment program, or a twenty year payment program. The range of those special assessments in each category are as follows:

10-year payback = \$10,000 - \$19,000

20-year payback = \$15,000 - \$24,000

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: This project was initiated by the Oak Creek Water and Sewer Utility Commission (Commission) and will provide water service to adjacent property owners as well as improve water quality by connecting two dead ends currently in 27th Street. If approved, the installation should be complete by winter 2018.

Options/Alternatives:

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Ron J. Pritzlaff, PE
Utility Engineer

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Approved:

Attachments: Initial Special Assessment Resolution

RESOLUTION NO. 11936-050118

BY: _____

**PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER SECTION 3.200
OF THE MUNICIPAL CODE OF THE CITY OF OAK CREEK
(WATER MAIN IN S. 27th STREET)**

(PROJECT NO. 18104)

(6th ALDERMANIC DISTRICT)

RESOLVED, by the Common Council of the City of Oak Creek, Wisconsin:

1. The Common Council hereby declares its intentions to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek, to levy special assessments upon property within the following described district for benefits conferred upon such property by the following improvements in the following location:

PROJECT NO. 18104 WATER MAIN AND APPURTENANCES

All property fronting on:

The east side of South 27th Street

From: West Southbranch Blvd.

To: Approx. 970 feet south of West Southbranch Blvd.

2. Said public improvements shall include the installation of water main and appurtenances.
3. The total amount assessed against such district shall not exceed the portion of the total cost of the improvements to be paid by the City of Oak Creek. The Common Council determines that such improvements shall be made under the police power. Each of the abutting property owners shall be assessed for the improvements in the manner set forth in Section 3.200 of the Municipal Code of the City of Oak Creek and the assessment rates as set forth in Common Council Resolution No. 10751-041707.
4. The Common Council further declares that the assessments may be paid within thirty (30) days of the date of the levy or in five or ten annual installments, all in accordance with Section 3.210 of the Municipal Code of the City of Oak Creek; if paid in installments, the same shall bear interest at the rate of 4% annum on the unpaid balance.

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

5. The Utility Engineer is directed to prepare a report consisting of:
 - A. Preliminary plans and specifications for said improvements.
 - B. An estimate of the entire cost of the proposed improvements.
 - C. A schedule of the proposed assessments to be levied against such parcel of property within the assessment district.
 - D. Upon completing such report, the Utility Engineer is directed to file a copy thereof in the City Clerk's office for public inspection.

6. Upon receiving the notice of the Utility Engineer, the Clerk is directed to give notice of a public hearing on such report as specified in Section 3.203 of the Municipal Code of the City of Oak Creek.

The hearing shall be held at the Council Chambers in the City Hall at a time set by the Clerk in accordance with Section 3.203 of said code.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held on the 1st day of May, 2018.

Passed and adopted this 1st day of May 2018.

 President, Common Council

Approved this 1st day of May 2018.

 Mayor

ATTEST:

 City Clerk

VOTE: Ayes _____ Noes _____

**PROPOSED WATER MAIN
S. 27TH STREET**





COMMON COUNCIL REPORT

Item: Special Assessments, East Forest Hill Avenue Water Main Extension, Project No. 18105

Recommendation: That the Common Council adopt Resolution 11937-050118, a preliminary resolution declaring intent to exercise special assessment powers under Section 3.200 of the Municipal Code of the City of Oak Creek for the installation of water main in East Forest Hill Avenue from 2,900' west of South Pennsylvania Avenue to 1,300' west of South Pennsylvania Avenue, and to establish a public hearing date of June 5, 2018 (1st and 3rd Aldermanic Districts).

Fiscal Impact: The Oak Creek Water and Sewer Utility will initially fund the entire cost of the project, and shall be reimbursed as special assessments are received. The estimated cost of the project is \$390,000.

Special assessments for this project include the cost of the water main and appurtenances. This project includes properties that - by ordinance - would be specially assessed on either a ten year payment program, or a twenty year payment program. The range of those special assessments in each category are as follows:

10-year payback = \$1,400 - \$2,900

20-year payback = \$500 - \$50,000

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: This project was initiated by the Oak Creek Water and Sewer Utility Commission (Commission) and will provide water service to adjacent property owners as well as increase fire flows to an area whose water pressure/flow is one of the lowest in the City of Oak Creek. If approved, the installation should be complete by winter 2018.

Options/Alternatives:

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Ron J. Pritzlaff, PE
Utility Engineer

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments: Initial Special Assessment Resolution

RESOLUTION NO. 11937-050118

BY: _____

**PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER SECTION 3.200
OF THE MUNICIPAL CODE OF THE CITY OF OAK CREEK
(WATER MAIN IN E. FOREST HILL AVENUE)**

(PROJECT NO. 18105)

(1ST AND 3RD ALDERMANIC DISTRICTS)

RESOLVED, by the Common Council of the City of Oak Creek, Wisconsin:

1. The Common Council hereby declares its intentions to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek, to levy special assessments upon property within the following described district for benefits conferred upon such property by the following improvements in the following location:

PROJECT NO. 18105 WATER MAIN AND APPURTENANCES

All property fronting on:

Both sides of East Forest Hill Avenue

From: Approx. 2,900 feet west of South Pennsylvania Avenue

To: Approx. 1,300 feet west of South Pennsylvania Avenue

2. Said public improvements shall include the installation of water main and appurtenances.
3. The total amount assessed against such district shall not exceed the portion of the total cost of the improvements to be paid by the City of Oak Creek. The Common Council determines that such improvements shall be made under the police power. Each of the abutting property owners shall be assessed for the improvements in the manner set forth in Section 3.200 of the Municipal Code of the City of Oak Creek and the assessment rates as set forth in Common Council Resolution No. 10751-041707.
4. The Common Council further declares that the assessments may be paid within thirty (30) days of the date of the levy or in five or ten annual installments, all in accordance with Section 3.210 of the Municipal Code of the City of Oak Creek; if paid in installments, the same shall bear interest at the rate of 4% annum on the unpaid balance.

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

**PROPOSED WATER MAIN
E. FOREST HILL AVENUE**





COMMON COUNCIL REPORT

Item: Certified Survey Map - Wispark, LLC - 300 W. Oakview Parkway

Recommendation: That the Council adopts Resolution No. 11938-050118, a resolution approving a Certified Survey Map for William Zanetis, Wispark, LLC, for the property at 300 W. Oakview Parkway.

Fiscal Impact: The division of the property will create three (3) conforming manufacturing lots for development. Future development of each lot will yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. This property is part of TID 8.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The Applicant, Wispark, LLC, is requesting approval of a Certified Survey Map to divide the property at 300 W. Oakview Parkway into three (3) lots of conforming size. This Certified Survey Map (CSM) was reviewed by the Plan Commission and recommended for Common Council approval in November of 2016. Council approved the CSM in December of 2016. For various reasons, the Applicant chose not to record the map, although all signatures were obtained. Statute requires CSMs to be recorded with the County within 12 months of final approval, which was December 2017. Therefore, the CSM is expired and the Applicant is requesting City approvals. There have been no changes from the map that was signed in January of 2017, which incorporated all required amendments.

The Plan Commission reviewed this CSM at their meeting on April 24, 2018, and recommended approval with the following conditions:

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

Options/Alternatives: Council has the discretion to modify the conditions of Certified Survey Map approval, or deny the request.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



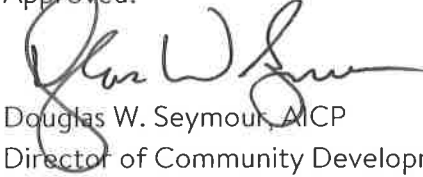
Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Resolution 11938-050118

Location Map

Certified Survey Map

Plan Commission Draft Minutes (Excerpt from 4-24-18)

RESOLUTION NO. 11938-050118

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
WISPARK, LLC

300 W. Oakview Parkway
(5th Aldermanic District)

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

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

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of May, 2018.

Passed and adopted this 1st day of May, 2018.

President, Common Council

Approved this 1st day of May, 2018.

Mayor

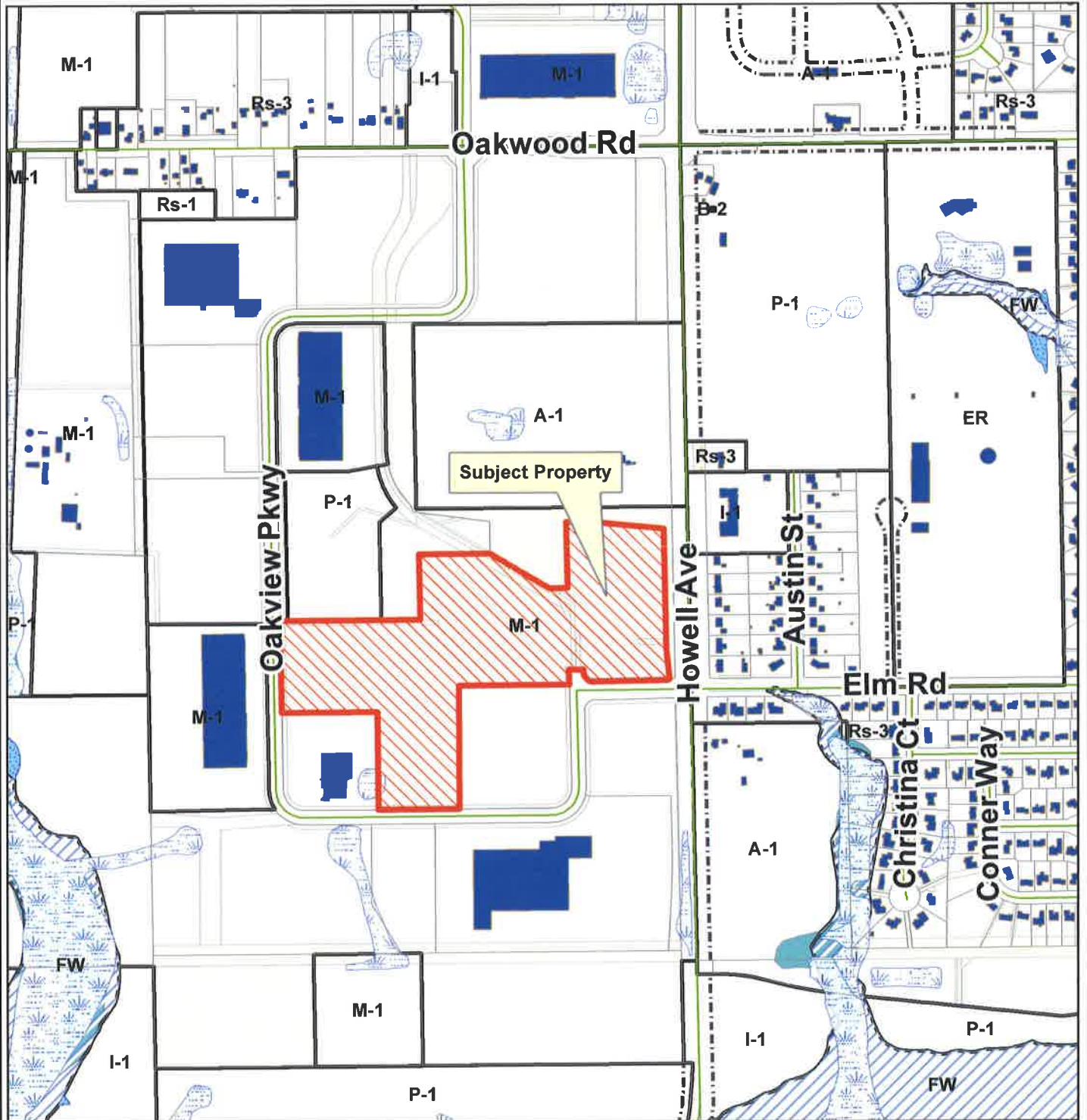
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

300 W. Oakview Parkway



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



Department of Community Development



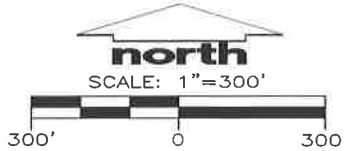
Legend

- | | |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
|  300 W. Oakview Parkway |  C-1 Shoreland Wetland |
|  Wetlands Inventory |  FF-Flood Fringe |
|  Flood Fringe |  Lakefront Overlay |
|  Floodway |  NO-Mixed Use Neighborhood |
|  Easements |  OO-Mixed Use Office |
|  Officially Mapped Streets |  RR-Regional Retail |

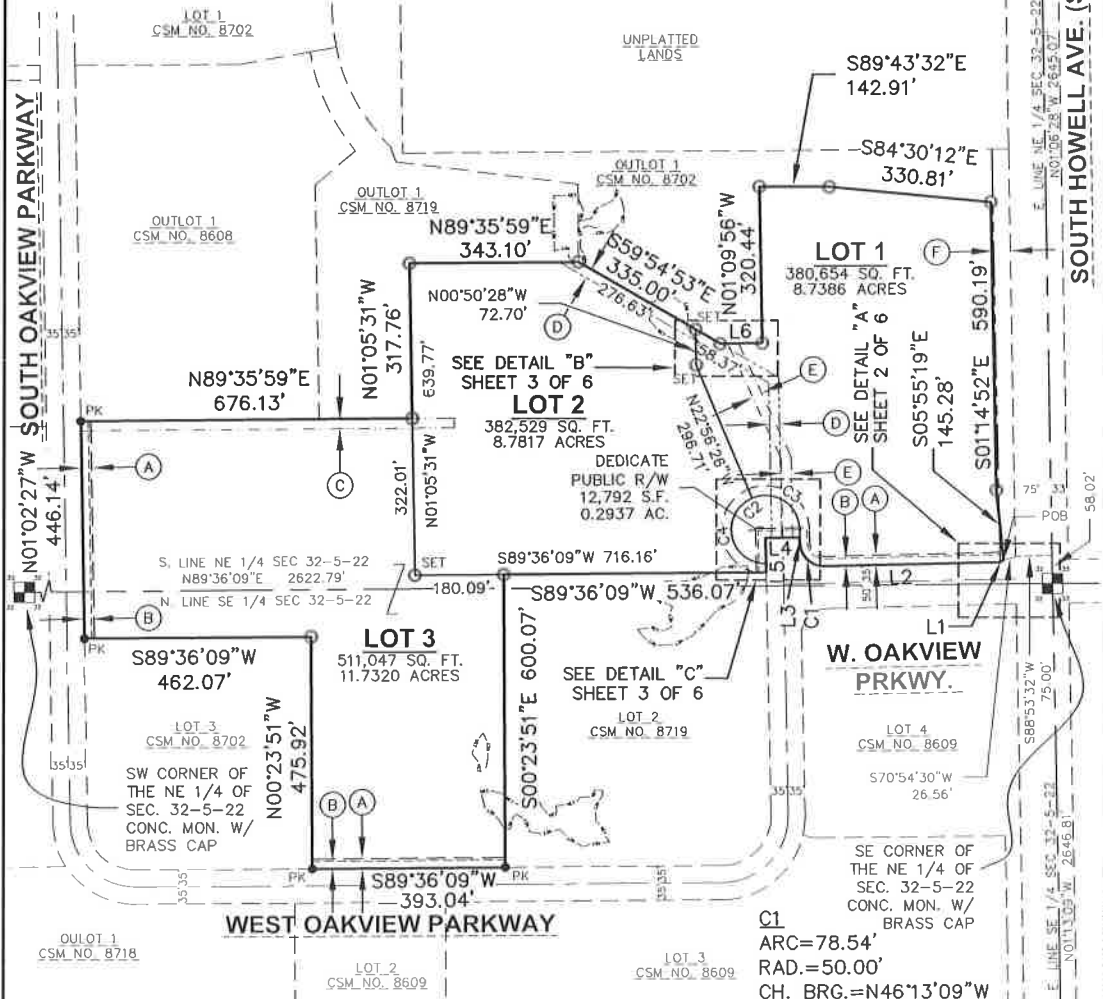
CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8719, LOCATED IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4; AND THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S70°54'30"W	10.83'
L2	S88°46'51"W	354.51'
L3	N01°13'09"W	10.00'
L4	S88°46'51"W	70.00'
L5	S01°13'09"E	70.22'
L6	N89°09'32"E	86.28'



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

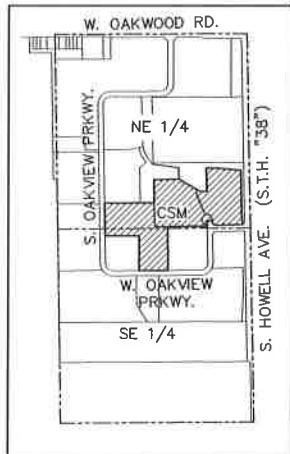


- (A) 20' WIDE GENERAL UTILITY AND SIDEWALK/PATH EASEMENT PER CSM NO. 8608
- (B) 15' ELECTRIC AND COMMUNICATIONS DISTRIBUTION EASEMENT PER DOC. NO. 10385343
- (C) 20' SANITARY SEWER EASEMENT PER CSM NO. 8608
- (D) 20' WATER MAIN EASEMENT PER CSM NO. 8608
- (E) STORM POND, DRAINAGE AND STORM SEWER EASEMENT PER CSM NO. 8608
- (F) WISDOT ROAD RESERVATION PER CSM NO. 8608

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

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8719, LOCATED IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4; AND THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



VICINITY MAP

NE 1/4 SEC. 32-5-22
SE 1/4 SEC. 32-5-22
SCALE: 1"=2000'

LEGEND:

- 1" IRON PIPE FOUND & ACCEPTED
- 3/4" REBAR FOUND & ACCEPTED
- PK ● PK NAIL ON PAVEMENT FOUND & ACCEPTED
- SET ○ 1"x18" IRON PIPE SET WT. 1.13 LBS/LIN. FT.
- PKS ● PK NAIL SET ON PAVEMENT
- WETLAND, SEE NOTE BELOW
SEE DETAILS ON SHEET 4 OF 6

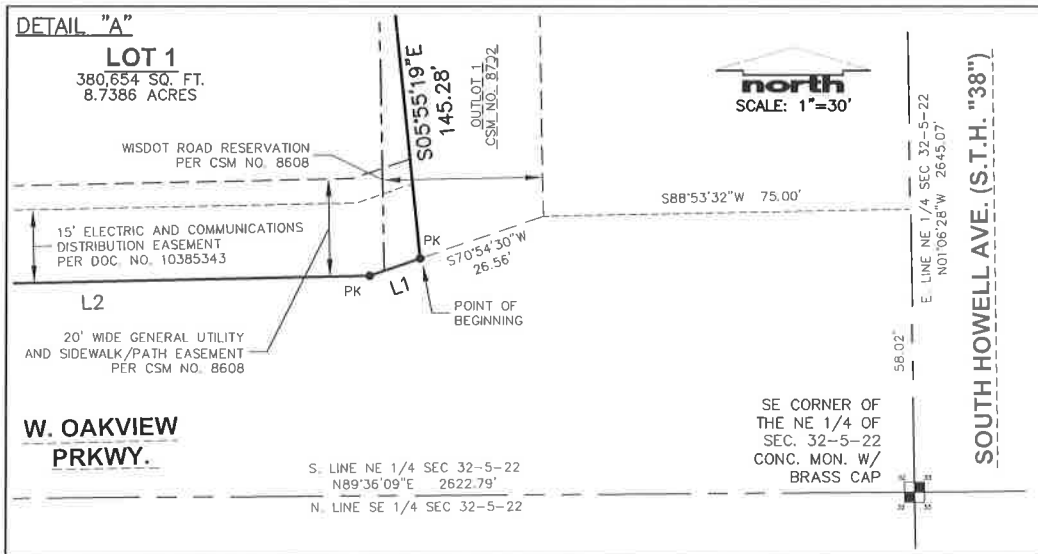
PREPARED FOR:

WISPARK LLC
301 WEST WISCONSIN AVENUE
SUITE 400
MILWAUKEE, WI 53203

PREPARED BY:

JSD Professional Services, Inc.
"Integrity • Accuracy • Efficiency"
MILWAUKEE REGIONAL OFFICE
N22 W22931 NANCY'S COURT SUITE 3
WALKESHA, WISCONSIN 53186
262.513.0666 PHONE | 262.513.1232 FAX

CURVE TABLE						
CURVE	LOT	ARC	RADIUS	CHORD BEARING	CHORD	CENTRAL ANGLE
C2	R/W	329.87'	70.00'	S43°46'51"W	98.99'	270°00'00"
C3	LOT 1	136.49'	70.00'	N57°04'47.5"W	115.87'	111°43'17"
C4	LOT 2	193.37'	70.00'	S12°04'47.5"E	137.49'	158°16'43"



NOTES:

CERTIFIED SURVEY MAP NO. 8719 RECORDED ON AUGUST 31, 2015 AT MILWAUKEE CO. REGISTER'S OFFICE AS DOC. 10494590.

WETLAND LOCATIONS BASED ON WETLAND DELINEATION REPORT DATED DECEMBER 11, 2017 AS PREPARED BY DAVE MEYER, WETLAND & WATERWAY CONSULTING, LLC.

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

BEARING BASIS:

ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, WAS USED AS NORTH 01°06'28" WEST.

PROJECT CONVERSION FACTOR: GRID/0.99994301 = GROUND
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

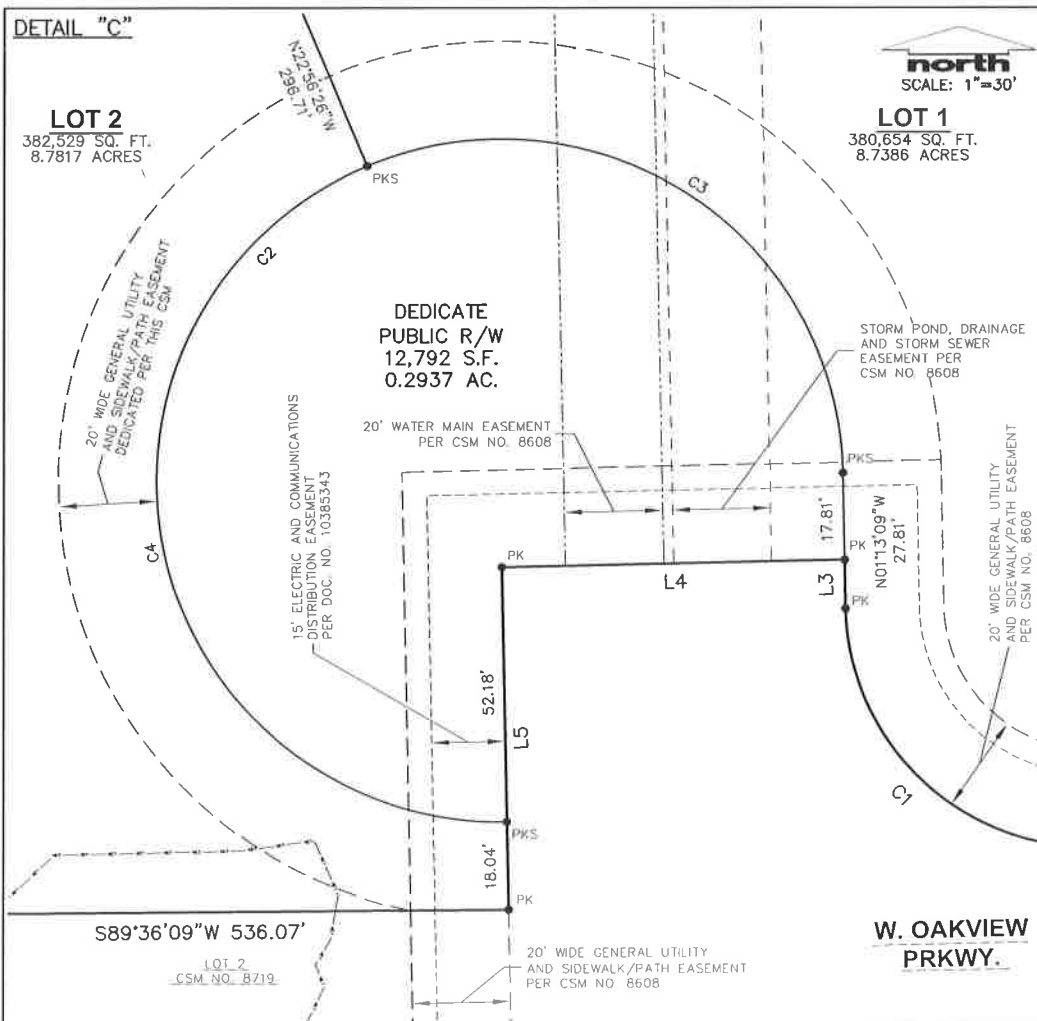
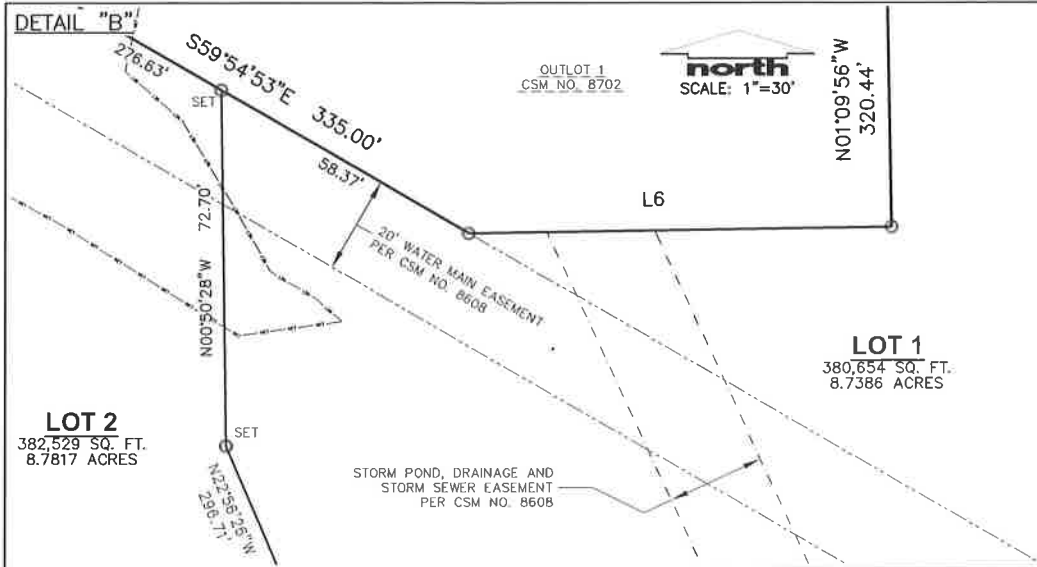
ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

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

DATED THIS _____ DAY OF APRIL, 2018
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

CERTIFIED SURVEY MAP No. _____

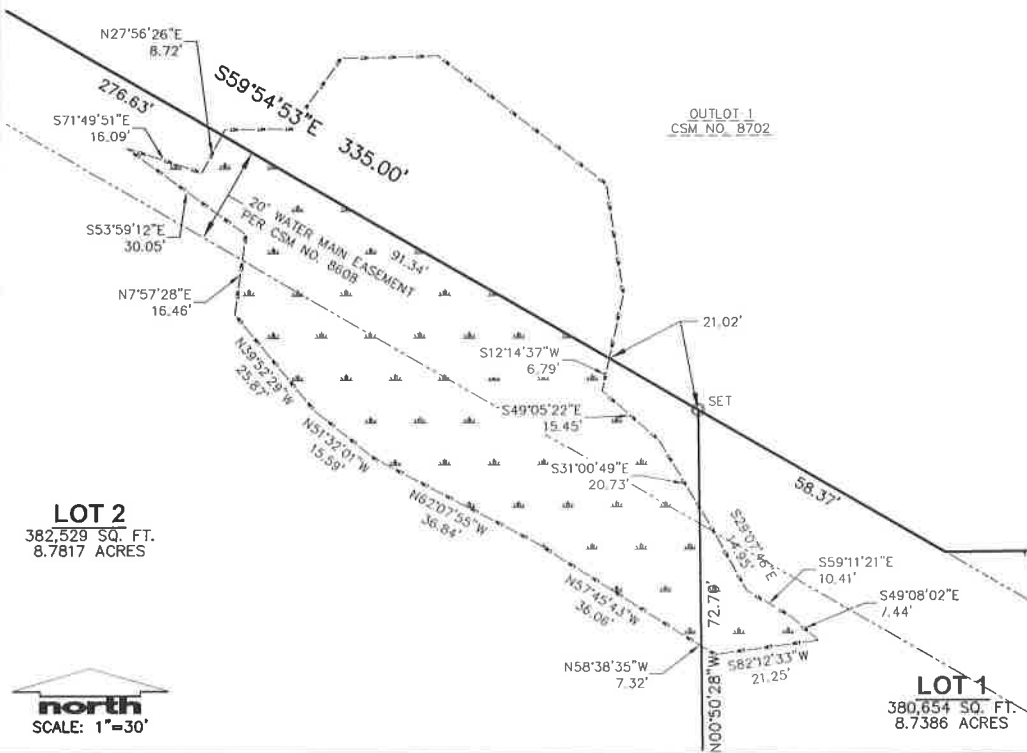
BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8719, LOCATED IN THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4; AND THE NORTHEAST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



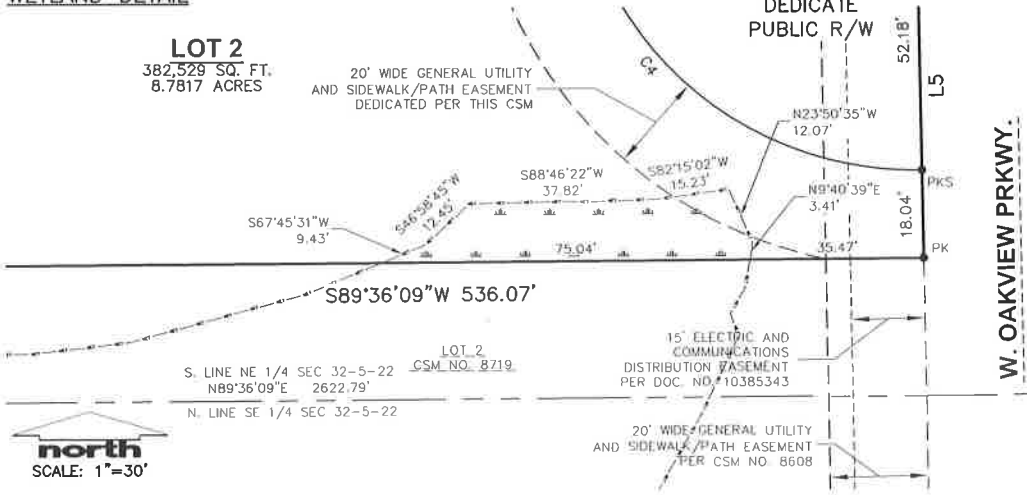
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WETLAND DETAIL



WETLAND DETAIL



**EXCERPTED DRAFT MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, APRIL 24, 2018**

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

**CERTIFIED SURVEY MAP
WISPARK, LLC
300 W. OAKVIEW PARKWAY
TAX KEY NO. 955-1031-000**

Planner Papelbon provided an overview of this certified survey map request (see staff report for details).

Mayor Bukiewicz opened up the discussion to the Commissioners.

Commissioner Siefert asked what was being proposed for these two lots. Planner Papelbon responded that there are specific proposals for Lots 1 and 2, and those will go before the Plan Commission once this CSM is approved.

Commissioner Siefert moved that the Plan Commission recommends to the Common Council that the Certified Survey Map submitted by Erica-Nicole Harris, Wispark, LLC, for the property at 300 W. Oakview Parkway be approved, with the following conditions:

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

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

Commissioner Carrillo moved to adjourn. Commissioner Siefert seconded. On roll call: all voted aye. The meeting was adjourned at 7:24 p.m.

ATTEST:

Douglas Seymour, Plan Commission Secretary

April 26, 2018

Date

COMMON COUNCIL REPORT

Item: Traffic Signal Agreement - 13th/Drexel

Recommendation: That the Common Council adopts Resolution No. 11933-050118, approving an agreement between the City of Oak Creek and Milwaukee County for the installation, operation and maintenance of traffic signals at the intersection of 13th Street (CTH V)/Drexel Avenue. (1st & 2nd Aldermanic Districts)

Fiscal Impact: The City's cost for the EVP installation is estimated at \$3,500.00 and would come from funds reserved under CIP 16010. The City's share of the power costs would be paid from the energy account as is the current practice. The City's share of maintenance costs would be paid for under the normal street light/traffic signal maintenance account.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The intersection of S. 13th Street/W. Drexel Avenue will be improved under Milwaukee County's 2018 project reconstructing 13th Street (CTH V) from just south of Drexel to Rawson. This includes full replacement of the existing traffic signals. The existing signals are covered under a current cost share agreement. With this project being installation of an entirely new system, Milwaukee County is requiring that this new agreement be entered into; outlining shared ongoing maintenance and operating costs, as well as maintenance and replacement responsibilities for City-specific components (emergency vehicle preemption (EVP) and street lighting) of the of the overall traffic signal system.

The agreement outlines that:

1. All traffic signal construction costs under this project shall be Milwaukee County's responsibility.
2. The signals shall be owned and maintained by the County, with maintenance and ongoing power costs to be shared equally by the City and the County.
3. Costs for future replacement and other upgrades to the traffic signals shall be shared equally by the City and the County.
4. All costs for the EVP installation, ongoing maintenance and eventual replacement shall be the City's responsibility.
5. All costs for ongoing maintenance and eventual replacement of the related street lighting shall be the City's responsibility.

Options/Alternatives: Milwaukee County requires traffic signal agreements with the local municipalities. The 13th Street reconstruction project could be in jeopardy if the agreement is not entered into.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



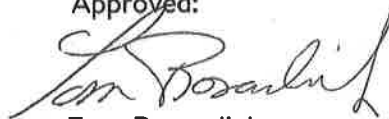
Michael C. Simmons, PE
City Engineer

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Tom Rosandich
Fire Chief

Attachments: 1. Resolution No. 11933-050118 (Approval of Agreement) 2. Agreement

RESOLUTION NO. 11933-050118

BY: _____

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF OAK CREEK
AND MILWAUKEE COUNTY FOR THE INSTALLATION, OPERATION AND
MAINTENANCE OF TRAFFIC SIGNALS AT THE INTERSECTION OF
13TH STREET(CTH V)/DREXEL AVENUE**

(1ST & 2ND ALDERMANIC DISTRICTS)

WHEREAS, Milwaukee County will be reconstructing 13th Street (CTH V), from just south of Drexel to Rawson in 2018; and

WHEREAS, said reconstruction project will include complete replacement of the traffic signals at the intersection of 13th Street (CTH V)/Drexel Avenue; and

WHEREAS, Milwaukee County requires traffic signal agreements with local municipalities defining responsibilities between the County and the local municipality regarding installation, maintenance and operation of the traffic signals; and

WHEREAS, the proposed Traffic Signal Agreement, once in force, will supersede all previous agreements involving traffic signals at this intersection.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Traffic Signal Agreement between the City of Oak Creek and Milwaukee County for the installation, operation and maintenance of traffic signals at the intersection of 13th Street(CTH V)/Drexel Avenue; in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor, City Clerk, Finance Director and City Attorney are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Oak Creek, held this 1st day of May, 2018.

Passed and adopted this 1st day of May, 2018.

Common Council President

Approved this 1st day of May, 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

**AGREEMENT FOR TRAFFIC SIGNALS AT SOUTH 13TH STREET (CTH "V") AND
WEST DREXEL AVENUE**

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Oak Creek, a municipal corporation, hereinafter called "The City", relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the Intersection of South 13th Street (CTH "V") and West Drexel Avenue, hereinafter called "The Intersection".

WHEREAS, the Intersection is under the jurisdiction of Milwaukee County, and

WHEREAS, the County obtained funding in the form of Federal Surface Transportation Program Funds for rehabilitation of the traffic signal at the Intersection, hereinafter call "The Project".

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

Traffic signals and equipment be designed, operated and maintained, emergency vehicle signal preemption equipment be designed, operated and maintained, and street lighting integrated with the traffic signals be designed, operated and maintained, at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- (a) That the County will design, construct and pay the total cost of the traffic signal installation currently proposed for the Intersection under The Project including electrical service installation cost but excluding emergency vehicle preemption equipment and street lighting. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County will operate and maintain the traffic control signals, necessary underground conduit and related traffic control facilities at the Intersection; and will bill the City annually for one half (1/2) the cost of such maintenance.
- (c) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City annually for one half (1/2) the cost of energy for the traffic

control signals at the Intersection.

- (d) That the County will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signals and control cabinet, controller service, malfunction management unit service, detector service, etc.) excluding the emergency vehicle and street lighting equipment for the entire traffic control signal installation and will bill the City annually for one half (1/2) the cost of said maintenance.
- (e) That the County will make all necessary repairs and replacements to all equipment that fails to function properly as a result of normal wear and deterioration and will bill the City annually for one half (1/2) the cost of said repairs and replacements.
- (f) That the County will make all necessary repairs and replacements to all equipment damaged by accident, vandalism, or act of God, and pursue collection of damages against the responsible party. In the event the damages are not paid within ninety (90) days of the original billing, it will bill the City for one half (1/2) the cost of repairing said damages. It will reimburse the City for one half (1/2) the recovered cost of the damages if the responsible party pays for the damages within ninety (90) days of recovery. If the County is unable to determine the responsible party, the County will bill the City for one half (1/2) the cost of repairs and replacements at the time all costs for the occurrence are known.
- (g) That the County will, after notification and concurrence by the City, make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, revised standards or changed Intersection geometry, and within ninety (90) days of completion of said work, bill the City for one half (1/2) the cost of said additions or revisions.
- (h) That the County will make all necessary repairs and replacements to all emergency vehicle preemption equipment and street lighting integrated with the traffic signals, and bill the City for the entire cost of said additions or revisions.
- (i) That the County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (j) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Division (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

II. The City hereby agrees:

- (a) That the County will pay for the upgrades currently proposed for the Intersection. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
- (c) That the County is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (e), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in I. (f) and I. (h), and any necessary additions or revisions as indicated in I. (g). The City agrees to pay the costs as stated in items I. (a), I. (b), I. (c), I. (d), I. (e), I. (f), I. (g) and I. (h), when billed by the County.
- (d) That the County is to perform all work related to the operation of the traffic control signals at the subject Intersection, including engineering, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.
- (e) That the County shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (f) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Section (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed by the County, all of the traffic signal materials installed shall become the property of the County with the exception of all emergency vehicle preemption equipment and street lighting equipment. If it becomes necessary, removal of City-owned materials will be accomplished by the County and the total cost billed to the City. City-owned materials shall be returned to the City.

IV. Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the Intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against the other agency.

V. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI. Duration

This agreement shall continue to be in force indefinitely unless and until it is superseded by a revised agreement at a later date.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

IN WITNESS WHEREOF, the undersigned on behalf of Milwaukee County affix their hands and seals this

_____ day of _____, 20__.

MILWAUKEE COUNTY,
A BODY CORPORATE

INTERIM DIRECTOR OF TRANSPORTATION

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20__, Julie Esch, Interim Director of Transportation, of the above named MILWAUKEE COUNTY, a body corporate, to me known to be the person who executed the foregoing instrument, and to me known to be such Interim Director of Transportation of said body corporate, and acknowledged that she executed the foregoing instrument as such officer as the deed of said body corporate, by its authority.

Print

Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned on behalf of the City of Oak Creek affix their hands and seals this

_____ day of _____, 20__.

CITY OF OAK CREEK,
A MUNICIPAL CORPORATION

MAYOR

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20__, Daniel Bukiewicz, Mayor, of the above named CITY OF OAK CREEK, a municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Mayor of said municipal corporation, and acknowledged that the executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

Print

Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _____

COMMON COUNCIL REPORT

Item: Traffic Signal Agreement - Rawson/6th

Recommendation: That the Common Council adopts Resolution No. 11934-050118, approving an agreement between the City of Oak Creek and Milwaukee County for the installation, operation and maintenance of traffic signals at the intersection of Rawson Avenue (CTH BB)/6th Street. (1st Aldermanic District)

Fiscal Impact: The City's cost for the EVP installation is estimated at \$3,500.00 and would come from funds reserved under CIP 16010. The City's share of the power costs would be paid from the energy account as is the current practice. The City's share of maintenance costs would be paid for under the normal street light/traffic signal maintenance account.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

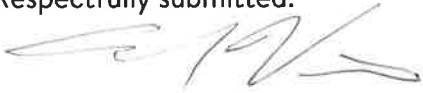
Background: The intersection of Rawson Avenue (CTH BB)/6th will be improved under a 2018 Milwaukee County project. This includes full replacement of the existing traffic signals. The existing signals are covered under a current cost share agreement. With this project including the installation of an entirely new system, Milwaukee County is requiring that this new agreement be entered into; outlining shared ongoing maintenance and operating costs, as well as maintenance and replacement responsibilities for City-specific components (emergency vehicle preemption (EVP) and street lighting) of the of the overall traffic signal system.

The agreement outlines that:

1. All traffic signal construction costs under this project shall be Milwaukee County's responsibility.
2. The signals shall be owned and maintained by the County, with maintenance and ongoing power costs to be shared equally by the City and the County.
3. Costs for future replacement and other upgrades to the traffic signals shall be shared equally by the City and the County.
4. All costs for the EVP installation, ongoing maintenance and eventual replacement shall be the City's responsibility.
5. All costs for ongoing maintenance and eventual replacement of the related street lighting shall be the City's responsibility.

Options/Alternatives: Milwaukee County requires traffic signal agreements with the local municipalities. The intersection improvement project could be in jeopardy if the agreement is not entered into.

Respectfully submitted:



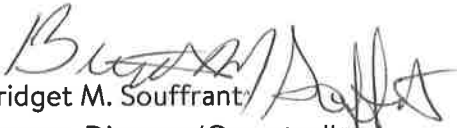
Andrew J. Vickers, MPA
City Administrator

Prepared:



Michael C. Simmons, PE
City Engineer

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Tom Rosandich
Fire Chief

Attachments: 1. Resolution No. 11934-050118 (Approval of Agreement) 2. Agreement

RESOLUTION NO. 11934-050118

BY: _____

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF OAK CREEK
AND MILWAUKEE COUNTY FOR THE INSTALLATION, OPERATION AND
MAINTENANCE OF TRAFFIC SIGNALS AT THE INTERSECTION OF
RAWSON AVENUE(CTH BB)/6TH STREET**

(1ST ALDERMANIC DISTRICT)

WHEREAS, Milwaukee County will be constructing improvements at the intersection of Rawson Avenue (CTH BB)/6th Street in 2018; and

WHEREAS, said improvement project will include complete replacement of the traffic signals at the intersection of Rawson Avenue (CTH BB)/6th Street; and

WHEREAS, Milwaukee County requires traffic signal agreements with local municipalities defining responsibilities between the County and the local municipality regarding installation, maintenance and operation of the traffic signals; and

WHEREAS, the proposed Traffic Signal Agreement, once in force, will supersede all previous agreements involving traffic signals at this intersection.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Traffic Signal Agreement between the City of Oak Creek and Milwaukee County for the installation, operation and maintenance of traffic signals at the intersection of Rawson Avenue (CTH BB)/6th Street; in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor, City Clerk, Finance Director and City Attorney are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Oak Creek, held this 1st day of May, 2018.

Passed and adopted this 1st day of May, 2018.

Common Council President

Approved this 1st day of May, 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

**AGREEMENT FOR TRAFFIC SIGNALS AT WEST RAWSON AVENUE (CTH "BB")
AND SOUTH 6TH STREET**

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Oak Creek, a municipal corporation, hereinafter called "The City", relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the Intersection of West Rawson Avenue (CTH "BB") and South 6th Street, hereinafter called "The Intersection".

WHEREAS, the Intersection is under the jurisdiction of Milwaukee County, and

WHEREAS, the County obtained funding in the form of Federal Highway Safety Improvement Funds for rehabilitation of the traffic signal at the Intersection, hereinafter call "The Project".

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

Traffic signals and equipment be designed, operated and maintained, emergency vehicle signal preemption equipment be designed, operated and maintained, and street lighting integrated with the traffic signals be designed, operated and maintained, at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- (a) That the County will design, construct and pay the total cost of the traffic signal installation currently proposed for the Intersection under The Project including electrical service installation cost but excluding emergency vehicle preemption equipment and street lighting. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County will operate and maintain the traffic control signals, necessary underground conduit and related traffic control facilities at the Intersection; and will bill the City annually for one half (1/2) the cost of such maintenance.
- (c) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City annually for one half (1/2) the cost of energy for the traffic

control signals at the Intersection.

- (d) That the County will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signals and control cabinet, controller service, malfunction management unit service, detector service, etc.) excluding the emergency vehicle and street lighting equipment for the entire traffic control signal installation and will bill the City annually for one half (1/2) the cost of said maintenance.
- (e) That the County will make all necessary repairs and replacements to all equipment that fails to function properly as a result of normal wear and deterioration and will bill the City annually for one half (1/2) the cost of said repairs and replacements.
- (f) That the County will make all necessary repairs and replacements to all equipment damaged by accident, vandalism, or act of God, and pursue collection of damages against the responsible party. In the event the damages are not paid within ninety (90) days of the original billing, it will bill the City for one half (1/2) the cost of repairing said damages. It will reimburse the City for one half (1/2) the recovered cost of the damages if the responsible party pays for the damages within ninety (90) days of recovery. If the County is unable to determine the responsible party, the County will bill the City for one half (1/2) the cost of repairs and replacements at the time all costs for the occurrence are known.
- (g) That the County will, after notification and concurrence by the City, make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, revised standards or changed Intersection geometry, and within ninety (90) days of completion of said work, bill the City for one half (1/2) the cost of said additions or revisions.
- (h) That the County will make all necessary repairs and replacements to all emergency vehicle preemption equipment and street lighting integrated with the traffic signals, and bill the City for the entire cost of said additions or revisions.
- (i) That the County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (j) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Division (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

II. The City hereby agrees:

- (a) That the County will pay for the upgrades currently proposed for the Intersection. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
- (c) That the County is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (e), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in I. (f) and I. (h), and any necessary additions or revisions as indicated in I. (g). The City agrees to pay the costs as stated in items I. (a), I. (b), I. (c), I. (d), I. (e), I. (f), I. (g) and I. (h), when billed by the County.
- (d) That the County is to perform all work related to the operation of the traffic control signals at the subject Intersection, including engineering, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.
- (e) That the County shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (f) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Section (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed by the County, all of the traffic signal materials installed shall become the property of the County with the exception of all emergency vehicle preemption equipment and street lighting equipment. If it becomes necessary, removal of City-owned materials will be accomplished by the County and the total cost billed to the City. City-owned materials shall be returned to the City.

IV. Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the Intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against the other agency.

V. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI. Duration

This agreement shall continue to be in force indefinitely unless and until it is superseded by a revised agreement at a later date.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

COMMON COUNCIL REPORT

Item: Traffic Signal Agreement - Rawson/10th

Recommendation: That the Common Council adopts Resolution No. 11935-050118, approving an agreement between the City of Oak Creek and Milwaukee County for the installation, operation and maintenance of traffic signals at the intersection of Rawson Avenue (CTH BB)/10th Street. (1st Aldermanic District)

Fiscal Impact: The City's cost for the EVP installation is estimated at \$3,500.00 and would come from funds reserved under CIP 16010. The City's share of the power costs would be paid from the energy account as is the current practice. The City's share of maintenance costs would be paid for under the normal street light/traffic signal maintenance account.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The intersection of Rawson Avenue (CTH BB)/10th will be improved under a 2018 Milwaukee County project. This includes full replacement of the existing traffic signals. The existing signals are covered under a current cost share agreement. With this project including the installation of an entirely new system, Milwaukee County is requiring that this new agreement be entered into; outlining shared ongoing maintenance and operating costs, as well as maintenance and replacement responsibilities for City-specific components (emergency vehicle preemption (EVP) and street lighting) of the of the overall traffic signal system.

The agreement outlines that:

1. All traffic signal construction costs under this project shall be Milwaukee County's responsibility.
2. The signals shall be owned and maintained by the County, with maintenance and ongoing power costs to be shared equally by the City and the County.
3. Costs for future replacement and other upgrades to the traffic signals shall be shared equally by the City and the County.
4. All costs for the EVP installation, ongoing maintenance and eventual replacement shall be the City's responsibility.
5. All costs for ongoing maintenance and eventual replacement of the related street lighting shall be the City's responsibility.

Options/Alternatives: Milwaukee County requires traffic signal agreements with the local municipalities. The intersection improvement project could be in jeopardy if the agreement is not entered into.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



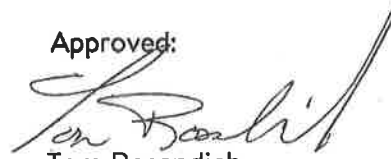
Michael C. Simmons, PE
City Engineer

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Tom Rosandich
Fire Chief

Attachments: 1. Resolution No. 11935-050118 (Approval of Agreement) 2. Agreement

RESOLUTION NO. 11935-050118

BY: _____

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF OAK CREEK
AND MILWAUKEE COUNTY FOR THE INSTALLATION, OPERATION AND
MAINTENANCE OF TRAFFIC SIGNALS AT THE INTERSECTION OF
RAWSON AVENUE(CTH BB)/10TH STREET**

(1ST ALDERMANIC DISTRICT)

WHEREAS, Milwaukee County will be constructing improvements at the intersection of Rawson Avenue (CTH BB)/10th Street in 2018; and

WHEREAS, said improvement project will include complete replacement of the traffic signals at the intersection of Rawson Avenue (CTH BB)/10th Street; and

WHEREAS, Milwaukee County requires traffic signal agreements with local municipalities defining responsibilities between the County and the local municipality regarding installation, maintenance and operation of the traffic signals; and

WHEREAS, the proposed Traffic Signal Agreement, once in force, will supersede all previous agreements involving traffic signals at this intersection.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Traffic Signal Agreement between the City of Oak Creek and Milwaukee County for the installation, operation and maintenance of traffic signals at the intersection of Rawson Avenue (CTH BB)/10th Street; in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor, City Clerk, Finance Director and City Attorney are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Oak Creek, held this 1st day of May, 2018.

Passed and adopted this 1st day of May, 2018.

Common Council President

Approved this 1st day of May, 2018.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

**AGREEMENT FOR TRAFFIC SIGNALS AT WEST RAWSON AVENUE (CTH "BB")
AND SOUTH 10TH STREET**

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Oak Creek, a municipal corporation, hereinafter called "The City", relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the Intersection of West Rawson Avenue (CTH "BB") and South 10th Street, hereinafter called "The Intersection".

WHEREAS, the Intersection is under the jurisdiction of Milwaukee County, and

WHEREAS, the County obtained funding in the form of Federal Highway Safety Improvement Funds for rehabilitation of the traffic signal at the Intersection, hereinafter call "The Project".

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

Traffic signals and equipment be designed, operated and maintained, emergency vehicle signal preemption equipment be designed, operated and maintained, and street lighting integrated with the traffic signals be designed, operated and maintained, at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

- I. The County hereby agrees:
 - (a) That the County will design, construct and pay the total cost of the traffic signal installation currently proposed for the Intersection under The Project including electrical service installation cost but excluding emergency vehicle preemption equipment and street lighting. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
 - (b) That the County will operate and maintain the traffic control signals, necessary underground conduit and related traffic control facilities at the Intersection; and will bill the City annually for one half (1/2) the cost of such maintenance.
 - (c) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City annually for one half (1/2) the cost of energy for the traffic

control signals at the Intersection.

- (d) That the County will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signals and control cabinet, controller service, malfunction management unit service, detector service, etc.) excluding the emergency vehicle and street lighting equipment for the entire traffic control signal installation and will bill the City annually for one half (1/2) the cost of said maintenance.
- (e) That the County will make all necessary repairs and replacements to all equipment that fails to function properly as a result of normal wear and deterioration and will bill the City annually for one half (1/2) the cost of said repairs and replacements.
- (f) That the County will make all necessary repairs and replacements to all equipment damaged by accident, vandalism, or act of God, and pursue collection of damages against the responsible party. In the event the damages are not paid within ninety (90) days of the original billing, it will bill the City for one half (1/2) the cost of repairing said damages. It will reimburse the City for one half (1/2) the recovered cost of the damages if the responsible party pays for the damages within ninety (90) days of recovery. If the County is unable to determine the responsible party, the County will bill the City for one half (1/2) the cost of repairs and replacements at the time all costs for the occurrence are known.
- (g) That the County will, after notification and concurrence by the City, make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, revised standards or changed Intersection geometry, and within ninety (90) days of completion of said work, bill the City for one half (1/2) the cost of said additions or revisions.
- (h) That the County will make all necessary repairs and replacements to all emergency vehicle preemption equipment and street lighting integrated with the traffic signals, and bill the City for the entire cost of said additions or revisions.
- (i) That the County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (j) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Division (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

II. The City hereby agrees:

- (a) That the County will pay for the upgrades currently proposed for the Intersection. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
- (c) That the County is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (e), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in I. (f) and I. (h), and any necessary additions or revisions as indicated in I. (g). The City agrees to pay the costs as stated in items I. (a), I. (b), I. (c), I. (d), I. (e), I. (f), I. (g) and I. (h), when billed by the County.
- (d) That the County is to perform all work related to the operation of the traffic control signals at the subject Intersection, including engineering, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.
- (e) That the County shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (f) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Section (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed by the County, all of the traffic signal materials installed shall become the property of the County with the exception of all emergency vehicle preemption equipment and street lighting equipment. If it becomes necessary, removal of City-owned materials will be accomplished by the County and the total cost billed to the City. City-owned materials shall be returned to the City.

IV. Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the Intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against the other agency.

V. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI. Duration

This agreement shall continue to be in force indefinitely unless and until it is superseded by a revised agreement at a later date.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

IN WITNESS WHEREOF, the undersigned on behalf of Milwaukee County affix their hands and seals this

_____ day of _____, 20____.

MILWAUKEE COUNTY,
A BODY CORPORATE

INTERIM DIRECTOR OF TRANSPORTATION

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20____, Julie Esch, Interim Director of Transportation, of the above named MILWAUKEE COUNTY, a body corporate, to me known to be the person who executed the foregoing instrument, and to me known to be such Interim Director of Transportation of said body corporate, and acknowledged that she executed the foregoing instrument as such officer as the deed of said body corporate, by its authority.

Print

Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned on behalf of the City of Oak Creek affix their hands and seals this

_____ day of _____, 20___.

CITY OF OAK CREEK,
A MUNICIPAL CORPORATION

MAYOR

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20___, Daniel Bukiewicz, Mayor, of the above named CITY OF OAK CREEK, a municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Mayor of said municipal corporation, and acknowledged that the executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

Print

Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _____



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 5/1/18 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,190.00 were collected. If Operator license denials are approved as recommended by the License Committee, refunds in a total amount of \$50.00 will be issued.

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background:

The License Committee met on 4/24/18. Minutes are attached. Recommendations are as follows:

1. Deny an Operator's license to Rebecca Thomas, 2466 S. 12th St., Milwaukee (Meijer) for falsification by omission.
2. Deny an Operator's license to Michael Pincikowski, 2120 Rupert Blvd., Racine (Willkomm's) for falsification by omission.
3. Grant a Special Event license to Reebok Ragnar Relay-Chicago Run/Walk for an event to be held on May 18-19, 2018, from 7:00 p.m. to 6:00 a.m.

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

4. Grant an Operator's license to:
 - * Deborah E. Lyons, 314 Luedtke Ave., Racine (Sidetracked)
 - * Herschel L. Carrier, 2501 E. Sharon Dr., Oak Creek (Kwik Trip)
 - * Rebecca G. Koscielak, 5679 S. 13th St., Milwaukee (Woodman's)
 - * Brittany A. Clemmer, 1514 Monroe Ave., South Milwaukee (Woodman's)
 - * Thomas T. Ponton, 8900 S. Wood Creek Dr., Oak Creek (Woodman's)
 - * Jennifer E. Francis, 7455 Pheasant Trail, Racine (Sidetracked)
 - * Brittany A. Tyloch, 8016 S. Wildwood Dr., Oak Creek (Meijer)
 - * Anthony Cruz, 1622 Marion Ave., South Milwaukee (Aldi)
 - * Zeanie M. Henderson, 4479 N. 66th St., Milwaukee (Meijer)

Options/Alternatives: None

Respectfully submitted:




Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 4/24/2018 License Committee minutes

MINUTES
LICENSE COMMITTEE
April 24, 2018 at 8:30 a.m.

1. The meeting was called to order at 8:35 a.m.
2. On roll call, the following committee members were present: Ald. Kurkowski, Ald. Duchniak and Ald. Gehl. Also in attendance was Deputy City Clerk Christa Miller.
3. Ald. Gehl, seconded by Ald. Duchniak, moved to approve the minutes of 10/25/17. On roll call, all voted aye.
4. The Committee reviewed an original application for Operator's license submitted by Rebecca Thomas, 2466 S. 12th St., Milwaukee (Meijer). Ms. Thomas was invited to the meeting, however, did not attend.

On her application, Ms. Thomas disclosed no prior convictions.

The background report showed Ms. Thomas had the following convictions:

- West Allis - Obstructing an Officer – January 21, 2009 (ordinance)
- West Allis - Disorderly Conduct – January 21, 2009 (ordinance).

The Committee noted that Ms. Thomas had the opportunity to disclose these convictions on her application, and thereafter, was given the opportunity to appear before them to explain these omissions, however, did not appear.

Ald. Gehl, seconded by Ald. Duchniak, moved to deny an Operator's license to Rebecca Thomas, 2466 S. 12th St., Milwaukee (Meijer) for falsification by omission. On roll call, all voted aye.

5. The Committee reviewed an original application for Operator's license submitted by Michael Pincikowski, 2120 Rupert Blvd., Racine (Willkomm's). Mr. Pincikowski was invited to the meeting, however, did not attend.

On his application, Mr. Pincikowski disclosed no prior convictions.

The background report showed a Possession of Marijuana conviction from Kenosha PD in August, 2013.

The Committee noted that Mr. Pincikowski had the opportunity to disclose this conviction on his application, and thereafter, to appear before them to explain the omission, however, did not appear.

Ald. Duchniak, seconded by Ald. Gehl, moved to deny an Operator's license to Michael Pincikowski, 2120 Rupert Blvd., Racine (Willkomm's) for falsification by omission. On roll call, all voted aye.

6. The Committee reviewed the event application for Reebok Ragnar Relay-Chicago Run/Walk event to be held on May 18-19, 2018, from 7:00 p.m. to 6:00 a.m.

This event has been a yearly event for several years and has run very smoothly. Ald. Duchniak reported that in the past, the event would hold a "staging station" at the Oak Creek Community Center, during which they were very respectful of the grounds and the neighborhoods surrounding them.

Ald. Gehl, seconded by Ald. Duchniak, moved to approve the event application for Reebok Ragnar Relay-Chicago Run/Walk event, May 18-19, 2018, from 7:00 p.m. to 6:00 a.m. On roll call, all voted aye.

7. The Committee discussed the timeline for their next meeting. Per Statutes, liquor licenses must be reviewed each year by the License Committee prior to May 15th. Tentative License Committee dates are May 2, May 4, or May 9.

Ald. Gehl, seconded by Ald. Duchniak, moved to adjourn the meeting at 8:50 a.m. On roll call, all voted aye.