



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

COMMON COUNCIL MEETING AGENDA

OCTOBER 2, 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: 9/18/18

Recognition

4. **Mayoral Proclamation:** Congratulations to Emma Waite on her 100th birthday.

New Business

5. **Informational:** Presentation by Rick Barrett, Barrett Lo Visionary Development LLC, and Rinka Chung Architecture Inc. regarding Parterre Apartments in Drexel Town Square.
6. **Informational:** Judy Rogers, City of Oak Creek Human Resource Manager.
7. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending August 31, 2018.

ENGINEERING

8. **Resolution:** Consider *Resolution* No. 11989-100218, a Resolution to enter into an Intergovernmental Cooperation Agreement with the Milwaukee Metropolitan Sewerage District to establish responsibilities for design, construction, and cost sharing for the acquisition and demolition of structures in the floodplain at 1436 E. Forest Hill Ave. and 8870 S. Nicholson Road identified in the District's Oak Creek Watercourse Flood Management Project (Tax Key Nos. 815-9988-000 and 862-9992-000) (Districts 1 and 3).

LICENSE COMMITTEE

9. **Motion:** Consider a *motion* to adopt the License Committee recommendations as listed on the 10/2/18 License Committee Report (by Committee of the Whole).

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

VENDOR SUMMARY

10. **Motion:** Consider a *motion* to approve the September 26, 2018 Vendor Summary Report in the combined total amount of \$421,770.95 (by Committee of the Whole).

MISCELLANEOUS

11. **Motion:** Consider a *motion* to convene into Closed Session pursuant to Wisconsin State Statutes 19.85(1)(g) to consider a Notice of Claim submitted on behalf of Milwaukee Flower Source, LLC regarding automobile damages sustained on May 3, 2018.
12. **Motion:** Consider a *motion* to reconvene into Open Session.
13. **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

**CONGRATULATIONS TO
EMMA WAITE
ON HER 100TH BIRTHDAY**

WHEREAS, EMMA WAITE was born October 29, 1918 in Nekimi, Wisconsin; and

WHEREAS, EMMA WAITE married her husband Gaylord in 1942, and is the proud mother of two children, three grandchildren, eight great-grandchildren, and three great-great-grandchildren; and

WHEREAS, EMMA WAITE was raised in a rural German community. Emma's father was the parochial school teacher, and her primary education was all in the German language; and

WHEREAS, EMMA WAITE enjoyed knitting, sewing, crocheting and cooking for her family. Her favorite color is blue, and she collects angels; and

WHEREAS, EMMA WAITE will be 100 years "young" on Monday, October 29, 2018. A celebration on her special day will be held at her residence of 14 years, The Cornerstone, an Assisted Senior Living Community, in Oak Creek. In addition, she will be honored by family at a birthday party on November 4, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Oak Creek hereby congratulates EMMA WAITE on her milestone 100th birthday.

BE IT FURTHER RESOLVED that the City Clerk be and she is hereby directed to transmit a suitable copy of this proclamation to EMMA WAITE.

Dated this 2nd day of October, 2018.

Daniel Bukiewicz, Mayor

Catherine A. Roeske, City Clerk



COMMON COUNCIL REPORT

Informational: Treasurer Report on Investment and Banking for the City of Oak Creek accounts, ending August 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)
\$40,749,011.95	\$32,159,496.09	\$63,134.76	(\$8,589,515.86)

Approx. \$4,400,000 of the decrease was due to Final Tax Settlement

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	4,966,513.80	21,817,694.68	(21,880,473.51)	4,903,734.97	8,880.14	1.91000%	15.25%
General Fund	4,353,145.83	21,069,222.08	(20,907,295.33)	4,515,072.58			
Title 125	50,692.13	33,194.39	(24,542.43)	59,344.09			
Police Credit Card	20,082.23	23,249.54	(330.42)	43,001.35			
Parks & Rec Counter Credit Card	8,458.00	12,683.27	(197.34)	20,943.93			
Tax Payment Account #2	422,415.45	1,300.00	(400,000.00)	23,715.45			
Parks & Rec Online Credit Card	2,317.60	8,583.00	(492.75)	10,407.85			
Health Insurance	6,118.42	590,654.18	(547,615.24)	49,157.36			
Tax Payment Account	18,251.71	-	-	18,251.71			
EMS	85,032.43	78,808.22	-	163,840.65			
0	-	-	-	-			
DANA Investment Advisors	5,707,413.84	12,781.73	(1,318.96)	5,718,876.61	11,998.43	2.16%	17.78%
BMO Global Asset Management	4,865,356.84	20,023.25	(3,844.16)	4,881,535.93	9,048.22	1.97%	15.18%
American Deposit Management (ADM)	10,681,331.31	18,875.23	-	10,700,206.54	18,875.23	2.15%	33.27%
*ADM General Account Balance	3,003,249.23	5,307.11		3,008,556.34	5,307.11		
Local Government Investment Pool (LGIP)	13,410,528.83	14,263.94	(8,589,689.00)	4,835,103.77	14,263.94	2.00%	15.03%
*LGIP General Account Balance	11,408,582.89	12,439.59	(7,600,000.00)	3,821,022.48	12,439.59		
**Ehlers Investment	1,117,867.33	9,564.35	(7,393.41)	1,120,038.27	68.80	1.7685%	3.48%
Net of Fees	1,117,867.33	9,564.35	(7,582.10)	1,119,849.58			
Total Balance	40,749,011.95	21,893,203.18	(30,482,719.04)	32,159,496.09	63,134.76		

**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

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

COMMON COUNCIL REPORT

Item: Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the City of Oak Creek for the Oak Creek Watercourse Flood Management Project

Recommendation: That the Common Council adopt Resolution No. 11989-100218, a resolution to enter into an Intergovernmental Cooperation Agreement with the Milwaukee Metropolitan Sewerage District to establish responsibilities for design, construction, and cost sharing for the acquisition and demolition of structures in the floodplain at 1436 E. Forest Hill Avenue and 8870 S. Nicholson Road identified in the District's Oak Creek Watercourse Flood Management Project. (Tax Key Nos. 815-9988 and 862-9992)(Aldermanic Districts 1 and 3)

Fiscal Impact: The City will pay \$16,147 from park impact fees to cover the City's matching portion of the DNR Stewardship Grant and \$25,000 from the Storm Water Fund 38 will be required for the Street Department to complete the work identified in the agreement.

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 Milwaukee Metropolitan Sewerage District's (MMSD) Oak Creek Watercourse Flood Management Plan identified 1436 E. Forest Hill Avenue and 8870 S. Nicholson Road as flood risk properties (with structures in the floodplain). The purpose of this agreement is to establish responsibilities for the design, construction and cost sharing for the acquisition and demolition of these two properties. The MMSD applied for Municipal Flood Control Grants for the acquisition and demolition of both properties and Oak Creek applied for and received a DNR Stewardship Grant for a portion of 1436 E. Forest Hill Avenue. They have since secured offers to purchase both properties. Under this agreement, the MMSD will purchase both properties, fund, design, contract and oversee the demolition of all the existing structures on the properties. Oak Creek will issue all demolition related and erosion control permits and waive associated fees, assume responsibility for identified tree removal and debris pile removal and pay the MMSD all funds received from the Stewardship Grant as well as the Oak Creek matching funds portion. The ownership of the properties are intended to be transferred to the City at the completion of the project.

Options/Alternatives: None.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



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

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Michael C. Simmons, P.E.
City Engineer

Attachments: Location map, Resolution No. 11989-100218, Intergovernmental Cooperation Agreement

RESOLUTION NO. 11989-100218

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT AND THE CITY OF OAK CREEK FOR THE OAK CREEK WATERCOURSE FLOOD MANAGEMENT PROJECT

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the City of Oak Creek for the Oak Creek Watercourse Flood Management Project (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City.

BE IT FURTHER RESOLVED that technical corrections or amendments to the Agreement that do not substantively change the terms of the Agreement and that are approved by the Environmental Design Engineer, City Administrator and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 2nd day of October, 2018.

Passed and adopted this 2nd day of October, 2018.

Common Council President Kenneth Gehl

Approved this 2nd day of October, 2018.

Mayor Daniel J. Bukiewicz

ATTEST:

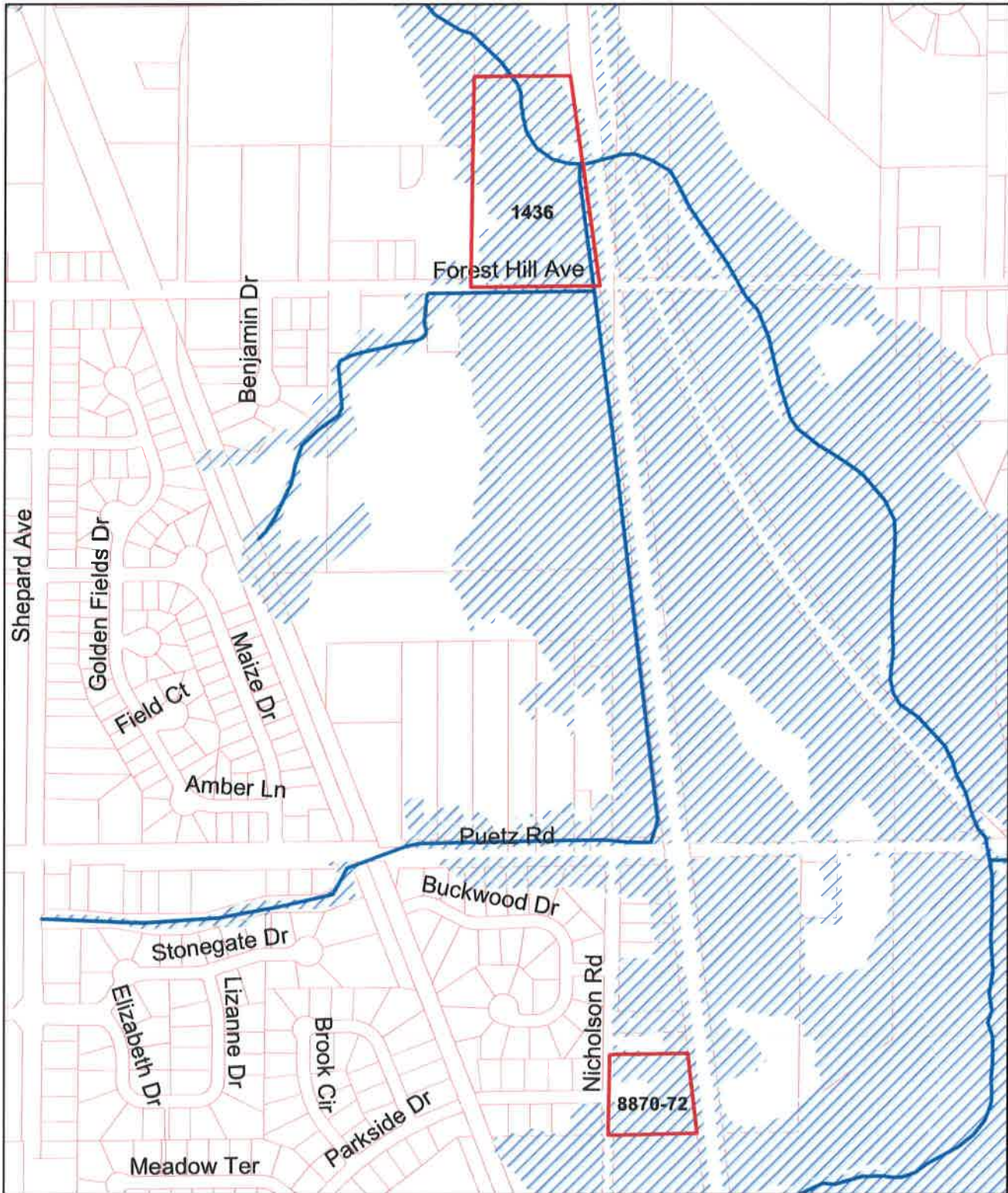
Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

LOCATION MAP FOR MMSD/OAK CREEK INTERGOVERNMENTAL COOPERATION AGREEMENT PROPERTIES



 FLOODPLAIN



**Intergovernmental Cooperation Agreement
between the
Milwaukee Metropolitan Sewerage District
and the
City of Oak Creek
For the Oak Creek Watercourse Flood Management Project**

1. Parties

This Intergovernmental Cooperation Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and City of Oak Creek (City), acting through its Common Council.

2. Purpose

The purpose of this Agreement is to establish responsibilities for design, construction, and cost sharing for the acquisition and demolition of two properties with structures that have been identified for acquisition as part of the District's Oak Creek Watercourse Management Plan. The parcels are located at 8870-72 South Nicholson Road and 1436 East Forest Hill Avenue (hereinafter "Project"). The intent is for the District to purchase these properties and transfer the properties to the City of Oak Creek contingent upon the District Commission declaring the property excess and at the completion of District responsibilities documented in this Agreement.

3. Basis for this Agreement

- A. WHEREAS, Oak Creek floods lands within the corporate boundary of the City of Oak Creek, in the vicinity of the properties commonly described as 8870-72 South Nicholson Road (residential) and 1436 East Forest Hill Avenue (commercial); and
- B. WHEREAS, the District and the City have determined it is in the public interest to mitigate flood damage in the area of the afore described properties which currently lie in the flood plain; and
- C. WHEREAS, the District and the City have devised a Project with an estimated cost of \$870,000 for acquisition and demolition of one residential property and one commercial property herein identified, including funds designated under the WDNR Municipal Flood Control Grant Program (both properties) the WDNR Stewardship Grant (1436 East Forest Hill property); and
- D. WHEREAS, the total estimated cost of the Project, as estimated by the District and the City shall not exceed \$1,000,000, for the acquisition and demolition of the properties herein identified; and

- E. WHEREAS, the District has applied for funds under the State of Wisconsin Municipal Flood Control Grant Program (both properties) which would go towards the acquisition and demolition of the subject properties; and
- F. WHEREAS, the Municipal Flood Control Grant for both properties is anticipated to provide 50% of the funding for acquisition for land, improvements, and demolition of both properties, up to a maximum grant award (See Section 7), with the remaining balance of actual costs to be covered by local cost share; and
- G. WHEREAS the City has applied for WDNR Stewardship program (commercial property only) the funds from which would go toward acquisition of a portion of the property for only the land value of a portion of the commercial property (See Section 7); and
- H. WHEREAS, the WDNR Stewardship Grant or City funding for the 1436 East Forest Hill Avenue (commercial) property is anticipated to provide 50% match funding for approximately 4.6 acres, with the remaining additional 50% local cost share being the City required cost for the appraised value of the land only (See Section 7).; and
- I. WHEREAS the City will formally acquire the remainder commercial property (approximately 7.65 acres) from the District for \$1 and other good and valuable consideration; and
- J. WHEREAS, at the conclusion of the Project, the District will convey to the City both properties, retaining for itself a flood easement or a conservation easement on either or both parcels; and
- K. WHEREAS, the parcels will also have any required WDNR Stewardship Grant or WDNR Municipal Flood Control Grant deed restrictions on the parcels, which may include maintenance duties to be assumed by the City; and
- L. WHEREAS, the Metropolitan Sewerage Commission has adopted a policy that the District may incur costs for property acquisition necessitated to accommodate activities needed to abate flood damages along watercourses over which the District has taken jurisdiction which includes the Oak Creek Watercourse within Milwaukee County.

4. Effective Dates

This Agreement becomes effective on the date this Agreement is executed. This agreement terminates upon the District recording the deeds and easements held by the District in escrow pursuant to paragraph 6(K) which will occur at the completion of the Project, the completion of City responsibilities within this agreement, and the receipt of any WDNR Municipal Flood Control Grant funding for the properties. The completion of the Project is defined as the receipt by the District of the last Certificate of Completion from the last Contractor.

5. District Responsibilities

The District will:

- A. Apply for a WDNR Municipal Flood Control Grant for the acquisition-related costs of both properties which, if approved, is expected to cover 50% of the total acquisition-related costs; and
- B. Meet with the City to coordinate and develop a conceptual post-demolition plan for the properties, including the post-construction vegetative stabilization approach for areas disturbed during demolition; and
- C. Perform evaluations, develop bid documents, publicly bid and contract for demolition or deconstruction of structures on both properties, with the exception of pavement areas identified by the City on the land area included in the City's WDNR Stewardship Grant at the 1436 East Forest Hill Avenue property; and
- D. At the 1436 East Forest Hill Avenue property, demolition will not include legacy soil pile removal where soil piles include mature trees, defined as trees with a diameter size of 4 inches or more at the 4.5-foot height above the ground; and
- E. The District shall evaluate buildings at both sites to identify potential environmental management requirements and evaluate legacy soil piles without mature trees at the 1436 East Forest Hill Avenue property for material management requirements. In the event of the discovery of environmental contaminants beyond the areas noted for evaluation in this paragraph during the Project, the parties agree to negotiate in good faith the resolution of any environmental site conditions discovered; and
- F. Provide electronic PDF draft bid documents to the City for review, no later than the 60% complete design stage. The District will provide this design no later than 150 days after closing on the property acquisitions; and
- G. Prepare restrictive covenants for the properties that are required by the terms of any grants received, as well as restrictions that are part of the District's standard practice when acquiring property and demolishing structures located in the floodplain; and
- H. Provide the electronic PDF demolition/deconstruction bid documents to the City no later than 210 days after closing on the property acquisitions; and
- I. Proceed with demolition after the fully executed property transfer documents and restrictive covenants have been received by the District from the City which will then be held in escrow until the completion of the Project; and
- J. The District will pay for escrow costs; and
- K. Apply for all demolition and erosion control related permits from the City; and
- L. Provide engineering services during construction and inspection services for the Project; and

- M. Notify the City of the final completion of construction of the Project as defined in the Project contract documents and record the property transfer documents and restrictive covenants that have been held in escrow providing property ownership to the City; and
- N. Keep records sufficient to meet the grant terms and conditions for the Project; and
- O. Invoice the City for the land-only value of approximately 4.6 acres of the 1436 East Forest Hill Avenue property; and
- P. Schedule a pre-demolition site walk with the City to identify tree removal areas and minor debris removal to be implemented by the City; and
- Q. In the event the funding requests are denied by the granting agency(ies), the District shall expend its own funds to acquire the properties described herein.
- R. The District shall take possession of the properties within 120 days of execution of this agreement.

6. City Responsibilities

The City will:

- A. Apply for a WDNR Stewardship Grant for the acquisition of 1436 East Forest Hill Avenue which, if approved, is expected to cover 50% of the land-only acquisition costs for approximately 4.6 acres; and
- B. Turn over all funds received from the WDNR Stewardship Grant (commercial property) to the District; and
- C. Assume responsibility for meeting the WDNR Municipal Flood Control Grant Program and WNDR Stewardship Grant Program requirements for the culvert identified on the north side of the property. WDNR requirements could include repair, removal and replacement with a drainage swale, etc.; and
- D. Assume responsibility for the removal of all trees identified by the District to aid in the demolition required in the Project. Tree removal will be limited to trees within and adjacent to buildings, pavement, and debris piles that will be demolished to meet the WDNR Municipal Flood Control Grant requirements and ash trees within 75 feet of the road right-of-way or adjacent private property; and
- E. Assume responsibility for any other preparatory work necessary to complete the tree removal in preparation for the demolition of both properties as identified and mutually agreed upon during the pre-demolition site walk with the District; and
- F. Review and issue all demolition and erosion control related permits and waive associated permit fees; and
- G. The City will provide review comments of draft bid documents within two weeks of receiving; and

- H. Assume responsibility for the management of legacy soil piles containing mature trees during and after the completion of the Project; and
- I. In the event of the discovery of environmental contaminants during the Project, the parties agree to negotiate in good faith the resolution of any environmental site conditions discovered; and
- J. Pay to the District all funds received from the WDNR Stewardship Program (commercial property), which is expected to be 50% of the land-only acquisition cost for approximately 4.6 acres, and shall match any such grant dollar for dollar, such that the District will be fully reimbursed for all acquisition funds for approximately 4.6 acres of land-only on the commercial property. In the event no grant funds are received, the City shall reimburse the District 100% of the cost of acquisition for approximately 4.6 acres of land-only; and
- K. Execute any and all property transfer documents and restrictive covenants prepared by the District, prior to the District proceeding with demolition as described in 5(I); and
- L. Keep records sufficient to meet the grant terms and conditions for the Project.

7. Cost Agreement

The approximate cost agreement is included in Table 1. Actual City costs will be based upon appraised land only value costs for the portion of the 1436 East Forest Hill Avenue property not funded by a WDNR Municipal Flood Control Grant. Unforeseen costs will be handled as described elsewhere in this agreement.

Table 1. Cost Agreement Summary					
	WDNR Municipal Flood Control Grant	WDNR Stewardship Grant, or Funded by City if Grant Unsuccessful	MMSD	City of Oak Creek	Total
1436 East Forest Hill Avenue					
4.6 acres WDNR Stewardship Grant Land Only	\$0	\$16,147	\$0	\$16,147	\$32,294
Remaining Land, Improvements, and Demolition	\$230,253	\$0	\$230,253	\$0	\$460,506
Transfer to City of Oak Creek	\$0	\$0	\$0	\$1	\$1
8870-72 South Nicholson Road					
Land, Improvements, and Demolition	\$186,500	\$0	\$186,500	\$0	\$373,000
Transfer to City of Oak Creek	\$0	\$0	\$0	\$1	\$1
Total	\$416,753	\$16,147	\$416,753	\$16,149	\$865,802

8. Notices

A. The District will provide notices to:

Philip Beiermeister, Environmental Design Engineer
Engineering Department
City of Oak Creek
8040 S. 6th Street
Oak Creek, WI 53154
414-766-7035

B. The City will provide notices to:

Mark Mittag, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446
mmittag@mmsd.com
414-225-2147

9. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by both Parties.

10. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement continues in effect.

11. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

12. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will try to resolve it with the help of a mutually acceptable mediator in Milwaukee County. The Parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the Parties refer it to a mediator, then either Party may take the matter to court. Venue in any action brought under this Contract is proper only in the Circuit Court for Milwaukee County.

13. Termination

Either Party may terminate this Agreement at any time. To terminate this Agreement, a Party will provide written notice to the other Party. This notice will indicate the effective date of termination and the reasons for termination.

14. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

15. Authority of Signatories

Each person signing this agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

16. Indemnification

The District and the City will be liable for their own negligent acts, errors, and omissions. If litigation requires one Party to respond for the acts, errors, or omissions of the other Party, then the other Party will hold the responding Party harmless for any losses, damages, costs, or expenses, including, but not limited to, reasonable attorney's fees and litigation expenses.

17. Funding

Each Party is responsible for initially funding respective components that it purchases, designs, constructs, operates, and maintains under this Agreement, except as indicated in any future modifications to this Agreement. If the City or the District is unable to fund its obligations under this Agreement, then the City and the District will collaborate to determine whether to suspend, modify, or terminate this Agreement. In consideration for the services to be performed and cost associated with the tasks described herein, the work described herein will be in an amount not to exceed \$1,000,000, according to the terms set out in this Agreement.

SIGNATURES ON NEXT PAGE

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF OAK CREEK

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Daniel J. Bukiewicz
Mayor

Date: _____

Date: _____

Approved as to form

Countersigned

Attorney for the District

Catherine A. Roeske
City Clerk

Approved as to form

Attorney for the City



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 10/2/18 License Committee Report.

Fiscal Impact: License fees in the amount of \$900 were collected.

- 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 did not meet prior to the 10/2/18 council meeting. Tentative recommendation is as follows:

1. Grant an Operator's license to:
 - * Terrance D. Barmore, II, 210 Rainbow Ridge Dr., Oak Creek (Buffalo Wild Wings)
 - * Becky L. Powell, 3400 W. Morgan Ave., Milwaukee (Kwik Trip)
 - * David T. Forrest, 8540 S. Parknoll Dr., Oak Creek (Kwik Trip)
 - * Justin R. Ice, 168 S. 84th St., West Allis (Sidetracked)
 - * Pamela K. Bluemner, 7679 S. Pine Ave., Oak Creek (Pick 'n Save)
 - * Alec C. Schneider, 2471 5 1/2 Mile Rd., Racine (Pick 'n Save)
 - * Christa L. Smith, 7217 60th Ave., Kenosha (Pick 'n Save)
 - * Patrice R. Wallace, 425 4 1/2 Mile Rd., Racine (Pick 'n Save)

2. Grant a 2018-19 Regular Class B Combination alcohol license to Jeffrey Marsh, Agent, The Char-Grill Inc. dba The Charcoal Grill & Rotisserie, 111 W. Ryan Road, with issuance subject to surrender of current Reserve Class B Combination license, and to authorize the refund of the \$10,000 one-time reserve issuance fee.

3. Grant a Change of Premise request from Mega Marts, LLC dba Pick 'n Save #6387, 2320 W. Ryan Road, to grant the addition of the following "In addition, extension is permitted from the main entrance of the store to the exterior pathway and parking stalls on the northwest corner of the building specifically utilized and designated for online merchandise orders and pickup service between the hours of 8:00 a.m. – 8:00 p.m."

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: .None



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the September 26, 2018 Vendor Summary Report in the combined total of \$421,770.95.

Fiscal Impact: Total claims paid of \$421,770.95

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 August recycling and trash pickup.
2. \$6,092.50 to Applied Ecological Services, Inc. (pg #1) for Drexel Town Square wetland maintenance fee.
3. \$12,873.59 to Ascension Medical Group (pg #1) for August near-site nursing services.
4. \$12,001.45 to Kansas City Life Insurance Co (pg #11) for October disability insurance.
5. \$6,190.00 to Kuehne Company, Inc. (pg #12) for installation of gates located at Ikea and Lake Vista.
6. \$50,127.84 to Motorola Solutions, Inc. (pg #14) for final payment on Dispatch consoles.
7. \$14,058.00 to Stantec Consulting Services (pg #19) for Project No. 17010, update Abendschein Park master plan.
8. \$12,380.00 to Tyler Technologies, Inc. (pgs #20-21) for assessor services.
9. \$28,089.92 to WE Energies (pg #22) for street lighting, electricity & natural gas.
10. \$5,385.20 to Western Culvert & Supply Inc. (pg #23) for street department culvert supplies.
11. \$12,323.56 to WI Court Fines & Surcharges (pg #23) for August court fines.
12. \$17,933.25 to WI Park & Rec Association (pg #1) for summer ticket sales in recreation department.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 9/26/18 Invoice GL Distribution Report