



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

COMMON COUNCIL MEETING AGENDA

TUESDAY, NOVEMBER 19, 2019

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: 11/5/19

Public Hearings (beginning at 7:00 p.m.)

Citizen input, comments and suggestions are requested on the specific item(s) identified below. Action by the Council may occur at the same meeting if so included in the agenda.

4. **Budget:** 2020 Executive Draft Budget
5. **Ordinance:** Consider Ordinance No. 2954, adopting the 2020 budget and making appropriations (by Committee of the Whole).

New Business

6. **Ordinance:** Consider Charter Ordinance No. 15, relating the manner of selection of the City Clerk and City Treasurer for the City of Oak Creek, to repeal and recreate Section 2.41(c), to repeal Sections 2.41(d) and (e), and to create Sections 2.44(d) and (e) of the Municipal Code (by Committee of the Whole).
7. **Ordinance:** Consider Ordinance No. 2955, confirming adoption of the Settlement Agreement between the City of Oak Creek and Labor Association of Wisconsin, Inc. ("LAW") and fixing the salary for members of the Association for the year 2020 (by Committee of the Whole).
8. **Motion:** Consider a motion to approve the 2020 Regular Combined Common Council meeting dates (by Committee of the Whole).

PUBLIC WORKS

9. **Motion:** Consider a motion to approve the purchase of a Henderson Infinity Salt Brine System from Casper Truck Equipment for the amount of \$157,058.86 (by Committee of the Whole).

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

ENGINEERING

10. **Resolution:** Consider *Resolution* No. 12107-111919, approving a Storm Water Management Practices Maintenance Agreement with Ryan Business Park, LLC , for their Ryan Business Park project located southeast of W. Ryan Road and S. 13th Street (Tax Key Nos. 905-9010, 905-9993-004, 905-9995-001) (6th District).
11. **Resolution:** Consider *Resolution* No. 12108-111919, approving the Parterre at Emerald Row Development Agreement for the design and construction of public improvements for the apartment development at 8001 S. 6th Street. (Tax Key No. 813-9060-000) (Project No. 19056) (2nd District).

LICENSE COMMITTEE

12. **Motion:** Consider a *motion* to grant the various license requests as listed on the 11/19/19 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

13. **Motion:** Consider a *motion* to approve the November 13, 2019 Vendor Summary Report in the amount of \$833,519.26 (by Committee of the Whole).

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 attend 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



Publish 10/30/18 & 11/6/18

**CITY OF OAK CREEK
NOTICE OF PUBLIC HEARING
2020 Proposed Executive Draft Budget
Tuesday, November 19, 2019
7:00 pm**

NOTICE IS HEREBY GIVEN that on Tuesday, November 19, 2019, the Common Council of the City of Oak Creek will meet in the Civic Center Council Chambers at 8040 S. 6th Street, at 7:00 p.m. for the purpose of holding a public hearing on the 2020 Proposed Executive Draft Budget. The purpose of the public hearing is to solicit public comment on the City's 2020 Annual Property Tax Levy and Budget.

A summary of the 2020 Proposed Executive Draft Budget is published herewith and public notice is hereby given that the budget detail is available for public inspection at the City Clerk's office at the Oak Creek Civic Center, 8040 S. 6th Street, Oak Creek, Wisconsin, during the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday.

The proposed Water and Sewer Utility Proprietary Fund Budget is not included in this notice. The Water and Sewer Utility Commission is expected to review the proposed budget at their regular meeting on Tuesday, November 12, 2019.

Dated this 23rd day of October, 2019
/s/ Catherine Roeske, City Clerk

GENERAL FUND

	2018 Actual	2019 Budget	2019 Estimated	2020 Budget	% Change
Beginning Fund Balance	\$ 8,212,130	\$ 8,426,053	\$ 8,426,053	\$ 11,185,324	
Revenues					
Taxes	\$ 13,116,163	\$ 13,642,419	\$ 13,878,948	\$ 14,411,906	5.64%
Other Taxes	\$ 2,217,859	\$ 2,451,156	\$ 2,201,158	\$ 2,214,810	-9.64%
State Shared Revenues	\$ 5,915,042	\$ 5,945,105	\$ 5,945,105	\$ 5,857,034	-1.48%
Other Intergovernmental	\$ 148,228	\$ 207,999	\$ 212,128	\$ 225,548	8.44%
Licenses and Permits	\$ 1,731,760	\$ 817,225	\$ 1,833,290	\$ 877,725	7.40%
Charges for Services	\$ 676,481	\$ 627,300	\$ 638,550	\$ 669,780	6.77%
Public Health and Safety	\$ 60,212	\$ 26,865	\$ 28,228	\$ 28,750	7.02%
Commercial Revenues	\$ 1,330,007	\$ 814,840	\$ 1,163,338	\$ 886,840	8.84%
Fines, Forfeitures & Penalties	\$ 404,829	\$ 425,000	\$ 425,000	\$ 425,000	0.00%
Revenue Offset	\$ -	\$ 746,631	\$ -	\$ 1,072,525	100.00%
Transfers	\$ 25,127	\$ 14,000	\$ 25,000	\$ 25,000	0.00%
Total Revenues	\$ 25,625,708	\$ 25,718,540	\$ 26,350,745	\$ 26,694,918	3.80%
Expenditures					
General Government	\$ 5,981,898	\$ 7,217,780	\$ 6,553,849	\$ 7,631,215	5.73%
Public Safety	\$ 10,998,168	\$ 11,372,950	\$ 10,470,359	\$ 11,752,582	3.34%
Health & Human Services	\$ 428,177	\$ 488,265	\$ 414,926	\$ 508,456	4.14%
Public Works	\$ 5,032,987	\$ 5,373,322	\$ 4,889,015	\$ 5,458,989	1.59%
Culture, Recreation, & Library	\$ 1,160,577	\$ 1,266,223	\$ 1,263,325	\$ 1,343,676	6.12%
Transfers Out	\$ 1,809,978	\$ -	\$ -	\$ -	0.00%
Total Expenditures	\$ 25,411,785	\$ 25,718,540	\$ 23,591,474	\$ 26,694,918	3.80%
Revenues Over/(under) Expenditures	\$ 213,923	\$ -	\$ 2,759,271	\$ -	
Ending Fund Balance	\$ 8,426,053	\$ 8,426,053	\$ 11,185,324	\$ 11,185,324	32.75%

2020 Proposed Property Tax Levy

Taxing Fund	2017 Actual	2018 Actual	2019 Actual	2020 Proposed	% Change
General Fund	\$ 12,941,185	\$ 13,194,517	\$ 13,642,419	\$ 14,229,760	4.31%
Paramedic (EMS) Fund	\$ 3,602,939	\$ 3,710,502	\$ 3,626,053	\$ 3,655,849	0.82%
Solid Waste Fund	\$ 1,213,054	\$ 1,236,780	\$ 1,266,837	\$ 1,390,836	9.79%
Consolidated Dispatch Fund	\$ 1,270,902	\$ 1,269,332	\$ 1,312,570	\$ 1,406,461	7.15%
Debt Service Fund	\$ 850,000	\$ 850,000	\$ 850,000	\$ 850,000	0.00%
Total Levy	\$ 19,878,080	\$ 20,261,131	\$ 20,697,879	\$ 21,532,906	4.03%

Included in the 2020 Proposed Executive Draft Budget:

* \$2 increase in the Storm Water Fee: 2019 = \$37 & 2020 = \$39

Total Direct General Obligation (GO) Debt	\$ 99,095,000
Total Direct GO Debt Per Capita	\$ 2,738
Total Direct GO Debt as a % of Equalized Value	2.80%

Equalized Value of Taxable Property 2018	\$ 3,492,653,000
GO Debt Outstanding as of October 14, 2019	\$ 99,095,000
Legal Debt Capacity (5% of Equalized Value)	\$ 174,632,650
Unused Margin of Indebtedness	\$ 75,537,650
Percent of Unused Margin of Indebtedness	43.26%

OTHER FUNDS	2018 Actual	2019 Budget	2019 Estimated	2020 Budget	% Change
Revenues					
Special Revenue Funds					
Solid Waste	\$ 1,377,573	\$ 1,407,136	\$ 1,403,277	\$ 1,523,869	8.30%
Grants/Donations	\$ 91,582	\$ 49,973	\$ 51,973	\$ 51,973	100.00%
WE Energies	\$ 2,256,931	\$ 2,253,000	\$ 2,253,000	\$ 2,253,000	0.00%
Special Assessment	\$ 42,614	\$ 44,000	\$ 50,000	\$ 45,000	2.27%
Economic Development	\$ 146,082	\$ 100,483	\$ 101,583	\$ 87,224	-13.20%
Low Interest Loan	\$ -	\$ 3,000	\$ -	\$ 3,000	0.00%
Health Insurance	\$ 7,250,590	\$ 6,522,204	\$ 6,366,099	\$ 6,548,268	0.40%
Paramedic (EMS)	\$ 5,485,612	\$ 5,125,700	\$ 5,181,754	\$ 5,229,435	2.02%
Storm Water Utility	\$ 917,173	\$ 941,270	\$ 988,068	\$ 1,037,100	10.18%
Police Asset Forfeiture	\$ 56,871	\$ 15,075	\$ 7,075	\$ 15,075	0.00%
Consolidated Dispatch Services	\$ 1,701,689	\$ 1,669,289	\$ 1,669,289	\$ 1,711,605	2.53%
Tourism Commission	\$ 483,634	\$ 557,548	\$ 582,391	\$ 579,000	3.85%
Debt Service Funds					
General Debt Service	\$ 5,052,161	\$ 3,559,500	\$ 3,771,910	\$ 3,613,375	1.51%
Debt Amortization	\$ 3,160,425	\$ 3,167,348	\$ 3,220,740	\$ 3,205,730	1.21%
TID #6	\$ 408,296	\$ 333,050	\$ 354,722	\$ 321,198	-3.56%
Capital Projects Funds					
Capital Projects	\$ 7,516,324	\$ 2,527,095	\$ 2,513,595	\$ 2,193,573	-13.20%
Developer Capital Projects	\$ 10,289	\$ 10,000	\$ 500	\$ 63,000	530.00%
TID #7	\$ 382,349	\$ 401,882	\$ 427,679	\$ 582,478	44.94%
TID #8	\$ 11,338,917	\$ 935,713	\$ 988,073	\$ 1,674,615	78.97%
TID #10	\$ 350,816	\$ 367,787	\$ 388,969	\$ 393,451	6.98%
TID #11	\$ 16,530,005	\$ 2,118,191	\$ 2,422,012	\$ 7,888,453	272.41%
TID #12	\$ 186,558	\$ 5,507,317	\$ 5,542,095	\$ 898,186	-83.69%
TID #13	\$ 400,000	\$ 401,921	\$ 402,921	\$ 402,058	100.00%
TID #14	\$ -	\$ -	\$ -	\$ 1,100,000	100.00%
TID #15	\$ -	\$ -	\$ -	\$ 21,648	100.00%
TID #16	\$ -	\$ -	\$ 2,857,500	\$ 209,518	100.00%
TOTAL REVENUES	\$ 65,146,491	\$ 38,018,482	\$ 41,545,225	\$ 41,651,832	9.56%

OTHER FUNDS	2018 Actual	2019 Budget	2019 Estimated	2020 Budget	% Change
Expenditures					
Special Revenue Funds					
Solid Waste	\$ 1,374,707	\$ 1,405,858	\$ 1,405,772	\$ 1,523,813	8.39%
Grants/Donations	\$ 90,178	\$ 40,611	\$ 44,982	\$ 40,211	100.00%
WE Energies	\$ 2,184,682	\$ 2,218,403	\$ 2,207,135	\$ 2,186,541	-1.44%
Special Assessment	\$ 50,000	\$ -	\$ -	\$ -	0.00%
Economic Development	\$ 184,450	\$ 102,848	\$ 104,580	\$ 90,880	-11.64%
Low Interest Loan	\$ -	\$ 3,000	\$ -	\$ 3,000	0.00%
Health Insurance	\$ 9,466,919	\$ 5,962,200	\$ 6,151,724	\$ 6,061,000	1.66%
Paramedic (EMS)	\$ 4,976,394	\$ 5,125,700	\$ 5,134,804	\$ 5,229,435	2.02%
Storm Water Utility	\$ 937,729	\$ 869,309	\$ 868,392	\$ 1,004,218	15.52%
Police Asset Forfeiture	\$ 21,258	\$ 15,000	\$ 70,327	\$ 15,000	0.00%
Consolidated Dispatch Services	\$ 1,642,645	\$ 1,669,289	\$ 1,632,019	\$ 1,711,605	2.53%
Tourism Commission	\$ 420,963	\$ 473,163	\$ 421,103	\$ 526,797	11.34%
Debt Service Funds					
General Debt Service	\$ 6,471,074	\$ 3,559,500	\$ 3,559,500	\$ 3,543,188	-0.46%
Debt Amortization	\$ 4,640,000	\$ 3,167,347	\$ 3,237,347	\$ 3,200,000	1.03%
TID #6	\$ 426,783	\$ 427,500	\$ 427,500	\$ 427,500	0.00%
Capital Projects Funds					
Capital Projects	\$ 2,775,694	\$ 2,842,441	\$ 719,095	\$ 2,680,073	-5.71%
Developer Capital Projects	\$ (2,236)	\$ 10,000	\$ 41,820	\$ 10,000	0.00%
TID #7	\$ 574,079	\$ 470,685	\$ 519,288	\$ 544,288	15.64%
TID #8	\$ 11,173,057	\$ 965,806	\$ 904,160	\$ 1,367,207	41.56%
TID #10	\$ 290,495	\$ 291,212	\$ 297,706	\$ 297,706	2.23%
TID #11	\$ 16,679,407	\$ 2,018,445	\$ 6,429,945	\$ 7,370,878	265.18%
TID #12	\$ 1,690,728	\$ 5,755,000	\$ 5,526,576	\$ 719,576	-87.50%
TID #13	\$ 102,725	\$ 102,500	\$ 182,500	\$ 402,500	100.00%
TID #14	\$ 17,501	\$ -	\$ 4,934	\$ 1,091,250	100.00%
TID #15	\$ 17,187	\$ -	\$ 2,500	\$ 10,000	100.00%
TID #16	\$ 43,668	\$ -	\$ 2,950,031	\$ 437,500	100.00%
TOTAL EXPENDITURES	\$ 66,250,087	\$ 37,495,817	\$ 42,843,740	\$ 40,494,166	8.00%

	Beginning 1/1/2019 Fund Balance	Est. Ending 12/31/2019 Fund Balance	Est. Ending 12/31/2020 Equity	Change in Equity 12/31/2020	% Change
Solid Waste	\$ 104,085	\$ 101,590	\$ 101,646	\$ 56	0.06%
Grants/Donations	\$ 1,792,437	\$ 1,799,428	\$ 1,811,190	\$ 11,762	0.65%
WE Energies	\$ 175,167	\$ 221,032	\$ 287,491	\$ 66,459	30.07%
Special Assessment	\$ 2,123,171	\$ 2,173,171	\$ 2,218,171	\$ 45,000	2.07%
Economic Development	\$ 884,548	\$ 881,551	\$ 877,895	\$ (3,656)	-0.41%
Low Interest Loan	\$ 7,825	\$ 7,825	\$ 7,825	\$ -	0.00%
Health Insurance	\$ -	\$ 214,375	\$ 701,643	\$ 487,268	227.30%
Paramedic (EMS)	\$ 858,749	\$ 905,699	\$ 905,699	\$ -	0.00%
Storm Water Utility	\$ 109,892	\$ 229,568	\$ 262,450	\$ 32,882	14.32%

	Beginning 1/1/2019 Fund Balance	Est. Ending 12/31/2019 Fund Balance	Est. Ending 12/31/2020 Equity	Change in Equity 12/31/2020	% Change
Debt Amortization	\$ 26,572	\$ 9,965	\$ 15,695	\$ 5,730	57.50%
TID #6	\$ 255,715	\$ 182,937	\$ 76,635	\$ (106,302)	-58.11%
Capital Projects	\$ 3,108,821	\$ 4,903,321	\$ 4,416,821	\$ (486,500)	-9.92%
Developer Capital Projects	\$ 81,229	\$ 39,909	\$ 92,909	\$ 53,000	132.80%
TID #7	\$ 92,590	\$ 981	\$ 39,171	\$ 38,190	3892.97%
TID #8	\$ (1,076,694)	\$ (992,781)	\$ (685,373)	\$ 307,408	-30.96%
TID #10	\$ 691,487	\$ 782,750	\$ 878,495	\$ 95,745	12.23%
TID #11	\$ 4,294,861	\$ 286,928	\$ 804,503	\$ 517,575	180.38%
TID #12	\$ 549,753	\$ 565,272	\$ 743,882	\$ 178,610	31.60%

	Beginning 1/1/2019	Est. Ending 12/31/2019	Est. Ending 12/31/2020	Change in Equity 12/31/2020	% Change
	Fund Balance	Fund Balance	Equity		
Police Asset Forfeiture	\$ 102,675	\$ 39,423	\$ 39,498	\$ 75	0.19%
Consolidated Dispatch Services	\$ 91,329	\$ 128,599	\$ 128,599	\$ -	0.00%
Tourism Commission	\$ 316,466	\$ 477,754	\$ 529,957	\$ 52,203	10.93%
General Debt Service	\$ (1,095,888)	\$ (883,478)	\$ (813,291)	\$ 70,187	-7.94%

	Beginning 1/1/2019	Est. Ending 12/31/2019	Est. Ending 12/31/2020	Change in Equity 12/31/2020	% Change
	Fund Balance	Fund Balance	Equity		
TID #13	\$ 266,809	\$ 487,230	\$ 486,788	\$ (442)	100.00%
TID #14	\$ (17,501)	\$ (22,435)	\$ (13,685)	\$ 8,750	100.00%
TID #15	\$ (17,187)	\$ (19,687)	\$ (8,039)	\$ 11,648	100.00%
TID #16	\$ (43,668)	\$ (136,199)	\$ (364,181)	\$ (227,982)	100.00%



COMMON COUNCIL REPORT

- Item:** Ordinance No. 2954 Adopting the 2020 Budget and Making Appropriations
- Recommendation:** That the Common Council adopt Ordinance No. 2954, an Ordinance Adopting the 2020 Budget and Making Appropriations
- Fiscal Impact:** The 2020 Budget makes appropriations and establishes a City tax levy of \$21,532,906.
- 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: Per the requirements of Section 3.01 of the Municipal Code of the City of Oak Creek, the various departments have undergone a budget review and process with the City Administrator, Common Council, and the public. The action of the attached ordinance sets the appropriations and establishes the City tax levy of \$21,532,906.

Options/Alternatives: The Common Council may choose to delay the approval of the 2020 Budget, however that would delay the establishment of the City tax levy and tax rate creation.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Ordinance No. 2954, 2020 General Fund Budget Summary, Historical City of Oak Creek Tax Levy, & Public Hearing Notice published in the newspaper

ORDINANCE NO. 2954

BY: _____

AN ORDINANCE ADOPTING THE
2020 BUDGET AND MAKING APPROPRIATIONS

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

SECTION 1: As per the requirements of Section 3.01 of the Municipal Code of the City of Oak Creek, the various departments of the municipal government of the City of Oak Creek, having prior hereto duly submitted and filed with the City Administrator an itemized statement of disbursements made to carry out the power and duties of such department during the preceding fiscal year, and a detailed statement of the receipts and disbursements on account of any special fund under the supervision of the department during such year, and of the conditions and management of such fund, together with detailed estimates of the same matters of the respective departments of the City for the current fiscal year, and for the ensuing fiscal year, all formulated in budget form as is required by statutes, and the budget so formulated in detail, prior to the determination of the sum to be financed in whole or in part, by a general property tax, funds on hand and estimated revenues from all sources was available for public inspection and a summary of such budget was duly published in a newspaper of general circulation and a public hearing was held on Tuesday, November 19, 2019 at the City Hall at 7:00 p.m., where all residents and taxpayers were afforded an opportunity to be heard on all matters pertaining to said proposed budget.

SECTION 2: The Common Council of the City of Oak Creek does hereby adopt the budget hereinafter set out in detail and hereby appropriates under the requirements of the Purchasing Policy for corporate purposes and sums of money or so much thereof as may be needed and deemed necessary to defray all expenses and liabilities for municipal purposes of the fiscal year, commencing on the 1st day of January, 2020 and ending the 31st day of December, 2020.

SECTION 3: The Common Council of the City of Oak Creek does hereby order that a copy of the budget hereby adopted be published in summary form and this ordinance of said budget shall be effective immediately after passage and publication.

Introduced this ___ day of _____, 2019.

Passed and adopted this ___ day of _____, 2019.

President, Common Council

Approved this ___ day of _____, 2019.

Mayor

ATTEST:

City Clerk

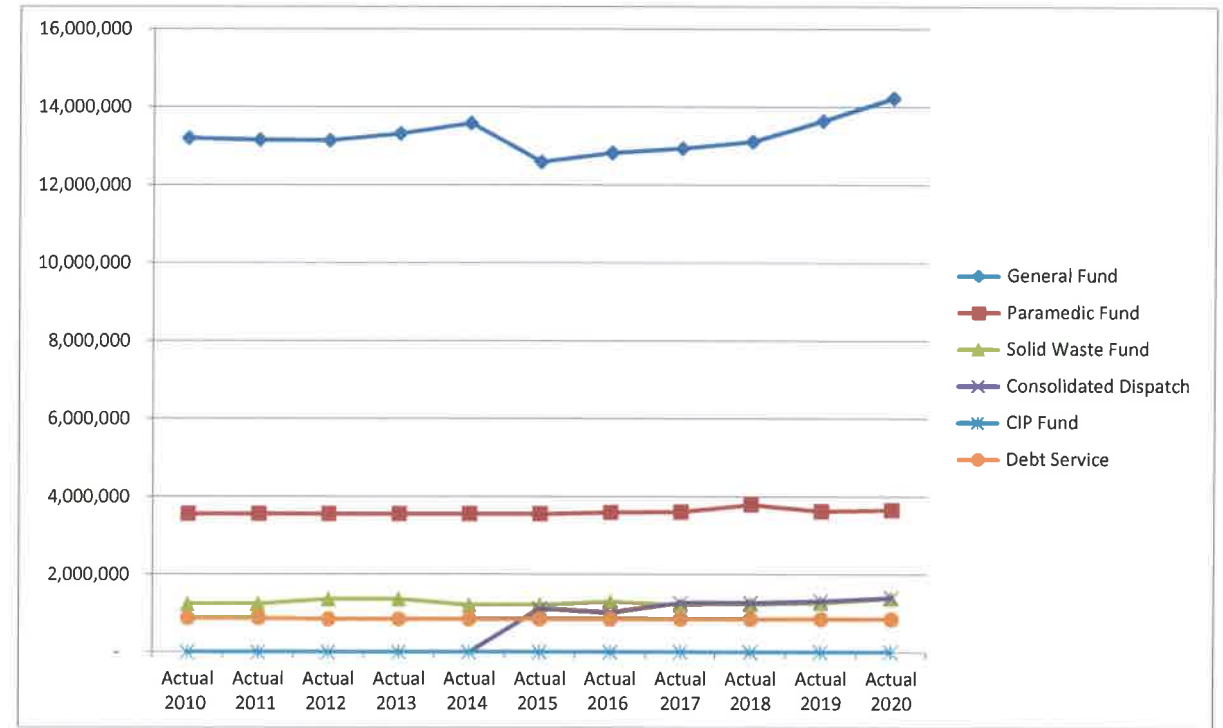
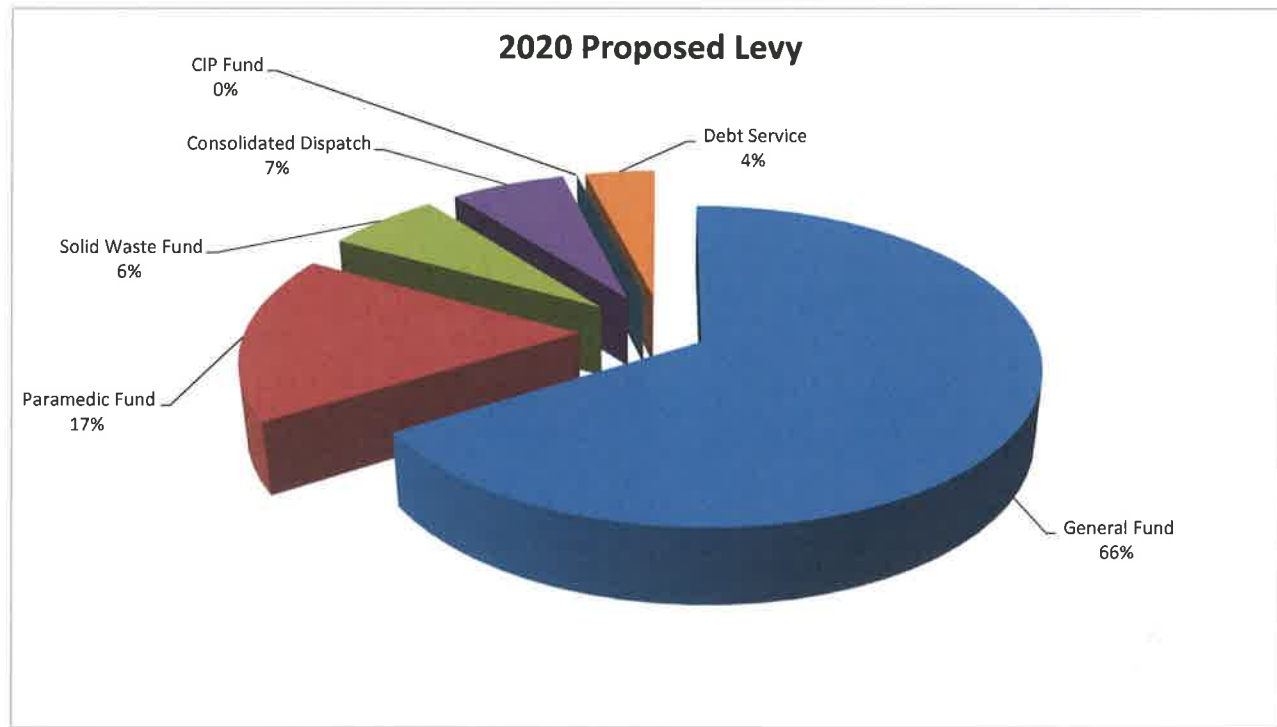
Vote: Ayes _____ Noes _____

Fund / Department	2015 Actual	2016 Actual	2017 Actual	2018 Budget	2018 Actual	2019 Budget	2019 Projected	2020 Budget
General Fund Summary								
Beginning Balance	\$ 7,361,261	\$ 7,468,063	\$ 7,510,825	\$ 8,024,151	\$ 8,212,130	\$ 8,426,053	\$ 8,426,053	\$ 11,185,324
Revenues								
Taxes	\$ 12,597,175	\$ 12,825,398	\$ 12,941,185	\$ 13,116,162	\$ 13,116,163	\$ 13,642,419	\$ 13,878,948	\$ 14,411,906
Other Taxes	\$ 2,252,780	\$ 2,309,645	\$ 2,354,775	\$ 2,258,941	\$ 2,217,859	\$ 2,451,156	\$ 2,201,158	\$ 2,214,810
State Shared Revenues	\$ 5,022,090	\$ 5,262,449	\$ 5,580,676	\$ 5,922,458	\$ 5,915,042	\$ 5,945,105	\$ 5,945,105	\$ 5,857,034
Other Intergovernmental	\$ 161,872	\$ 149,063	\$ 133,898	\$ 134,347	\$ 148,228	\$ 207,999	\$ 212,128	\$ 225,548
Licenses and Permits	\$ 995,004	\$ 1,039,374	\$ 1,192,369	\$ 787,875	\$ 1,731,760	\$ 817,225	\$ 1,833,290	\$ 877,725
Charges for Services	\$ 510,310	\$ 523,768	\$ 622,402	\$ 637,100	\$ 676,481	\$ 627,300	\$ 638,550	\$ 669,780
Public Health and Safety	\$ 21,693	\$ 23,956	\$ 37,609	\$ 26,115	\$ 60,212	\$ 26,865	\$ 28,228	\$ 28,750
Commercial Revenues	\$ 1,393,375	\$ 1,115,047	\$ 1,265,714	\$ 1,261,900	\$ 1,734,836	\$ 1,239,840	\$ 1,588,338	\$ 1,311,840
Revenue Offset	\$ -	\$ -	\$ -	\$ 140,210	\$ -	\$ 746,631	\$ -	\$ 1,072,525
Transfers	\$ 107,701	\$ -	\$ -	\$ -	\$ 25,127	\$ 14,000	\$ 25,000	\$ 25,000
Total Revenues	\$ 23,062,000	\$ 23,248,700	\$ 24,128,628	\$ 24,285,108	\$ 25,625,708	\$ 25,718,540	\$ 26,350,745	\$ 26,694,918
Expenditures								
General Government	\$ 6,001,746	\$ 6,527,984	\$ 6,422,745	\$ 6,319,332	\$ 5,981,898	\$ 7,217,780	\$ 6,553,849	\$ 7,631,215
Public Safety	\$ 10,731,196	\$ 10,194,493	\$ 10,386,198	\$ 11,778,296	\$ 10,998,168	\$ 11,372,950	\$ 10,470,359	\$ 11,752,582
Health	\$ 500,080	\$ 470,962	\$ 501,378	\$ 476,725	\$ 428,177	\$ 488,265	\$ 414,926	\$ 508,456
Public Works	\$ 3,688,346	\$ 4,185,475	\$ 4,271,860	\$ 4,523,071	\$ 5,032,987	\$ 5,373,322	\$ 4,889,015	\$ 5,458,989
Leisure Services	\$ 1,088,418	\$ 1,101,195	\$ 1,109,165	\$ 1,187,684	\$ 1,160,577	\$ 1,266,223	\$ 1,263,325	\$ 1,343,676
Transfers Out	\$ 945,412	\$ 725,829	\$ 923,956	\$ -	\$ 1,809,978	\$ -	\$ -	\$ -
Total Expenditures	\$ 22,955,198	\$ 23,205,938	\$ 23,615,302	\$ 24,285,108	\$ 25,411,785	\$ 25,718,540	\$ 23,591,474	\$ 26,694,918
Revenues Over/(under) Expenditures	\$ 106,802	\$ 42,762	\$ 513,326	\$ -	\$ 213,923	\$ -	\$ 2,759,271	\$ -
Ending Fund Balance	\$ 7,468,063	\$ 7,510,825	\$ 8,024,151	\$ 8,024,151	\$ 8,426,053	\$ 8,426,053	\$ 11,185,324	\$ 11,185,324

**City of Oak Creek
Total City Tax Levy-2010-2020**

Taxing Fund	Actual 2010	Actual 2011	Actual 2012	Actual 2013	Actual 2014	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Actual 2020
General Fund	13,201,145	13,159,145	13,145,595	13,323,340	13,587,782	12,597,175	12,825,700	12,941,185	13,116,162	13,642,419	14,229,760
Paramedic Fund	3,551,590	3,551,590	3,551,590	3,551,590	3,551,590	3,551,590	3,589,590	3,602,939	3,788,857	3,626,053	3,655,849
Solid Waste Fund	1,235,185	1,235,185	1,362,185	1,362,185	1,212,185	1,212,185	1,292,438	1,213,054	1,236,780	1,266,837	1,390,836
Consolidated Dispatch	-	-	-	-	-	1,118,458	1,009,045	1,270,902	1,269,332	1,312,570	1,406,461
CIP Fund	-	-	-	-	-	-	-	-	-	-	-
Debt Service	873,500	873,500	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000	850,000
Total City Tax Levy	18,861,420	18,819,420	18,909,370	19,087,115	19,201,557	19,329,408	19,566,773	19,878,080	20,261,131	20,697,879	21,532,906

Percentage Increase	0.29%	-0.22%	0.48%	0.94%	0.60%	0.67%	1.23%	1.59%	1.93%	2.16%	4.03%
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COMMON COUNCIL REPORT

Item: Charter Ordinance No. 15: A Charter Ordinance Relating to the Manner of Selection of the City Clerk and City Treasurer for the City of Oak Creek, To Repeal and Recreate Section 2.41 (c), To Repeal Sections 2.41(d) and (e), and to Create Sections 2.44(d) and (e) of the Municipal Code.

Recommendation: Staff recommends Council approval of Charter Ordinance No. 15.

Fiscal Impact: The change in the manner of selection for these positions does not, in and of itself, have a fiscal impact.

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: Under the Inspired, Aligned, and Proactive City Leadership critical success factor, the City Strategic Action Plan has the following objective: "Evaluate, Right-size, and Better Align City Organization. A specific goal under that objective is to "Evaluate and revise the City organizational chart." The transition of the elected Clerk and Treasurer positions to a more stable, appointed role is a significant action to further this goal.

The City of Oak Creek is among the last remaining communities of any population significance to maintain elected Clerk or Treasurer roles. Over time, communities have recognized the importance of these roles and responsibilities, and have opted to staff these positions with employees with adequate education, qualifications, and experience in these fields.

The Clerk and Treasurer positions are, effectively, full time employees of the City that operate more like professional staff than elected persons. The positions come with full-time salaries and fringe benefits like other City positions. Moreover, they do not function like traditional elected service roles such as Aldermen or Municipal Judge.

The City is fortunate to have competent and caring professionals in the Clerk and Treasurer roles currently. Post-transition, these individuals will continue in their roles. However, and most importantly, moving to appointed positions will ensure minimum education and professional competencies are required for these positions into the future.

Options/Alternatives: The Council could choose not to approve Charter Ordinance No. 15 and remain status quo regarding the manner of selection for the Clerk and Treasurer.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Andrew J. Vickers MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Charter Ordinance No. 15

CHARTER ORDINANCE NO. 15

BY: _____

A CHARTER ORDINANCE RELATING TO THE MANNER OF SELECTION OF THE CITY CLERK AND CITY TREASURER FOR THE CITY OF OAK CREEK, TO REPEAL AND RECREATE SECTION 2.41(c), TO REPEAL SECTIONS 2.41(d) and (e), AND TO CREATE SECTIONS 2.44(d) and (e) OF THE MUNICIPAL CODE

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

SECTION 1: The City of Oak Creek hereby elects, pursuant to Sections 62.09(3)(b) and 66.0101 of the Wisconsin Statutes, that the method of selection of the City Clerk and City Treasurer, after the completion of their current elected terms, shall be, as authorized by Section 62.09(3)(b), Wisconsin Statutes, by appointment by the Mayor, subject to confirmation by a majority of the members of the Common Council, that the term for said appointment shall be indefinite, and that said positions of City Clerk and City Treasurer shall be included in the full-time unclassified service of the City.

SECTION 2: Section 2.41(c) of the Municipal Code is hereby repealed and recreated to read as follows:

(c) **Municipal Judge.**

- (1) When Elected. Every four years commencing in 2012.
- (2) Term. Four (4) years.

SECTION 3: Sections 2.41(d) and (e) of the Municipal Code are hereby repealed.

SECTION 4: Sections 2.44(d) and (e) of the Municipal Code are hereby created to read as follows:

(d) **City Clerk.**

- (1) Appointment. The City Clerk shall be an employee of the City appointed by the Mayor, with consideration given to minimum qualifications and education as established by the City, subject to approval by the Common Council.
- (2) Term. The City Clerk shall serve for an indefinite term.
- (3) Removal Procedure. Removal from the position shall be effected by a majority vote of the Common Council. The City Clerk may be suspended by the City Administrator pending removal by the Common Council.

(e) **City Treasurer.**

- (1) Appointment. The City Treasurer shall be an employee of the City appointed by the Mayor, with consideration given to minimum qualifications and education as established by the City, subject to approval by the Common Council.
- (2) Term. The City Treasurer shall serve for an indefinite term.

- (3) Removal Procedure. Removal from the position shall be effected by a majority vote of the Common Council. The City Treasurer may be suspended by the City Administrator pending removal by the Common Council.

SECTION 5: The provisions of Sections 62.09(3)(b) and (5) of the Wisconsin Statutes as they relate to the election and term of the City Clerk and City Treasurer, as well as Sections 62.09(7)(c), (9)(f) and (11)(i) are hereby made inapplicable to the City of Oak Creek.

SECTION 6: All ordinances contravening the provisions of this Ordinance are hereby repealed.

SECTION 7: This Charter Ordinance amends Charter Ordinance Nos. 1 and 14 and shall take effect sixty (60) days after its passage and publication, unless within sixty (60) days of passage and publication a referendum petition shall be filed as provided in Section 66.0101(5) of the Wisconsin Statutes, in which event this ordinance shall not take effect until submitted to a referendum vote and approved by a majority of the electors voting thereon.

Introduced this _____ day of _____, 2019.

Passed and adopted this _____ day of _____, 2019.

President, Common Council

Approved this _____ day of _____, 2019.

ATTEST: _____
Mayor

City Clerk

VOTE: Ayes _____ Noes _____



COMMON COUNCIL REPORT

Item: Consideration of Ordinance No. 2955, An Ordinance Confirming Adoption of the Settlement Agreement between the City of Oak Creek and Labor Association of Wisconsin, Inc. ("LAW") and Fixing the Salary for Members of the Association for the Year 2020.

Recommendation: That the Common Council review and adopt Ordinance No. 2955.

Fiscal Impact: The base wage increase of 2.07% effective 1/1/2020 has a total fiscal impact of \$40,941.48, including payroll taxes and WRS, for the employees covered by the Agreement.

Aside from the base wage increase, the Personnel Committee also recommends Common Council approval of a one-time, non-base-building payment of \$125.00 to each Association member. The payment normalizes an across-the-board increase of approximately 2.25% for all represented and non-represented employees in the City organization. This payment has a fiscal impact of \$6,292 including payroll taxes and WRS.

- 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: WI Act 10 limits non-public safety bargaining units to a 1 year labor contract, and to only a base wage increase based on a CPI factor determined by the state. CPI determined by the state for contracts beginning January 1, 2020 is 2.07%. The Ordinance and Settlement Agreement attached to this memo reflects the 2.07% base wage increase.

Base wage increases for Police and Fire represented personnel, and a forthcoming recommendation for non-represented staff, reflects a 2020 base wage increase of 2.25%. In order to treat the employees in the LAW group in the same manner as the other employee groups, staff is recommending a one-time, non-base-building supplemental payment of \$125.00 for each of the employees in the LAW group.

The Personnel Committee met November 14, 2019 and unanimously recommended Council approval of the Settlement Agreement as well as the supplemental payment.

Options/Alternatives: Council could reject the recommendation of the Personnel Committee and direct parties to renegotiate the Settlement Agreement.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Ordinance No. 2955; Settlement Agreement

ORDINANCE NO. 2955

By: _____

AN ORDINANCE CONFIRMING ADOPTION OF THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF OAK CREEK AND THE LABOR ASSOCIATION OF WISCONSIN (“LAW”) AND FIXING THE SALARY FOR MEMBERS OF THE ASSOCIATION FOR THE YEAR 2020

WHEREAS, the Common Council of the City of Oak Creek has adopted the Labor Agreement between the City of Oak Creek and the Labor Association of Wisconsin (“LAW”) for the period of January 1, 2020 through December 31, 2020, and wishes to confirm the adoption of said agreement and fix the salary for members of the association.

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

Section 1: The adoption of the agreement between the City of Oak Creek and the Labor Association of Wisconsin for the period of January 1, 2020 to December 31, 2020, incorporated herein by reference as though fully set forth, is hereby confirmed.

Section 2: The pay ranges and rates of pay of those positions for the members of the Labor Association of Wisconsin under the control of the Common Council of the City of Oak Creek shall be as follows. Those affected employees pursuant to this section shall receive the fringe benefits set forth in the current employee Personnel Manual. These employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

Position Title	Minimum Salary	Minimum Hourly Rate	Maximum Salary	Maximum Hourly Rate
Account Clerk III	\$39,932	\$19.198	\$57,595	\$27.690
Administrative Support Assistant, Existing	\$38,037	\$18.287	\$51,828	\$24.917
Administrative Support Assistant, New (hired after 1/1/2014)	\$27,128	\$15.760	\$37,820	\$18.117
Chief Mechanic	\$49,449	\$23.774	\$70,221	\$33.760
Custodian	\$23,503	\$11.300	\$32,454	\$15.603
Engineering Technician	\$45,647	\$21.946	\$62,729	\$30.158
Facility Maintenance Technician	\$38,038	\$18.288	\$62,770	\$30.178
Mechanic II, Fabricator / Welder	\$45,647	\$21.946	\$66,762	\$32.097
Senior Engineering Technician	\$53,257	\$25.604	\$73,322	\$35.251

Skill-Based Pay Positions		
Position Title	Hourly Rate of Pay	Annual Salary
Equipment Operator II	\$30.178	\$62,770
Equipment Operator I	\$24.977	\$51,952
Laborer / Driver	\$18.471	\$38,420

Section 3: AUTO EXPENSE: Personnel or members shall be paid the rate allowed under current IRS regulations per the Travel Policy or shall be assigned City vehicles for their usage.

In order to qualify for the aforementioned auto mileage and/or allowance, employees designed must provide proof of insurance by a reasonable insurance company for bodily injury and property damage liability with minimum policy limits of \$250,000/\$500,000/\$25,000. In order to receive reimbursement, a Declaration of Coverages page stating the policy limits shall be provided annually by January 31, or upon policy renewal to the Human Resources office.

Section 4: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 5: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of January 1, 2020, except where otherwise noted.

Introduced this 19th day of November, 2019.

Passed and adopted this 19th day of November, 2019.

President, Common Council

Approved this 19th day of November, 2019.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

COMMON COUNCIL REPORT

Item: 2020 Regular Combined Council meeting dates

Recommendation: That the Common Council approve the 2020 Regular Combined Common Council meeting dates.

Fiscal Impact: There is no fiscal impact; however, the vacation of the below mentioned meetings will require the Common Council to approve a resolution authorizing payment of bills, debts and obligations prior to each meeting.

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: At the November 5, 2019 meeting, a tentative 2020 Common Council meeting dates schedule was presented, with a recommendation to vacate the August 3 meeting.

The Common Council was in agreement to vacate the recommended meeting date, as presented.

Attached is the 2020 schedule for approval.

Options/Alternatives: The Council could choose to not vacate the recommended meeting of August 3, 2020.

Respectfully submitted:

Prepared:



Andrew J. Vickers, MPA
City Administrator



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: 2020 Schedule of Regular Combined Common Council Meetings

2020
SCHEDULE OF REGULAR COMBINED
COMMON COUNCIL MEETINGS

TUESDAY TUESDAY	JANUARY 7 JANUARY 21	
TUESDAY MONDAY	FEBRUARY 4 FEBRUARY 17	(due to Spring Primary Election, Tuesday, February 18, if required)
TUESDAY TUESDAY	MARCH 3 MARCH 17	
MONDAY TUESDAY	APRIL 6 APRIL 21	(due to Spring General Election, Tuesday, April 7)
TUESDAY TUESDAY	MAY 5 MAY 19	
TUESDAY TUESDAY	JUNE 2 JUNE 16	
TUESDAY TUESDAY	JULY 7 JULY 21	
TUESDAY	AUGUST 18	
TUESDAY TUESDAY	SEPTEMBER 1 SEPTEMBER 18	
TUESDAY TUESDAY	OCTOBER 6 OCTOBER 20	
MONDAY TUESDAY	NOVEMBER 2 NOVEMBER 17	(due to General and Presidential Election, Tuesday, November 3)
TUESDAY TUESDAY	DECEMBER 1 DECEMBER 15	

2020

January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Common Council Dates - **Circled**

National Night Out - **YELLOW**

Holiday - **PINK**

Election Dates - **GREEN**

COMMON COUNCIL REPORT

Item: Henderson Infinity Salt Brine System

Recommendation: To approve the purchase of a Henderson Infinity Salt Brine System from Casper Truck Equipment for the amount of \$157,058.86.

Fiscal Impact: This is an approved CIP project in the 2020 CIP budget and will be paid for out of the storm water fees. This purchase has been bid through the Sourcewell purchasing consortium.

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: Salt brine is an effective liquid solution for fighting snow and ice on roadways. It is made from readily available materials, granular salt and tap water, and works to lower the freezing point of snow and ice. It can be used as a pre-treatment, anti-icing tool, as well as a reactive de-icing technique. While granular salt alone lowers the freezing temperature of ice, it has to be wet for the chemical reaction to take place and melting to start. Putting dry salt down means you have to wait for pre-melting to begin - salt brine jumpstarts this process. Best of all, salt brine provides a cost-effective and time-saving solution to keep roads clear and drivers safe.

Public works departments choose salt brine for winter maintenance due to its effectiveness, low production costs, and savings on granular material. Most users reduce their annual rock salt usage by 30%!

BENEFITS

Save Time. Liquid anti-icing and de-icers save you time during pre-storm preparation and post-storm cleanup. With the prevention of hard bonding to the roadway surface and a jumpstart to cutting through snow and ice pack, post-storm clean up time is drastically reduced.

Save Money. Liquids save money by reducing the annual amount of granular product needed. Liquids also reduce waste, limiting scatter when the product is being applied. Anti-icing can also save roadway maintenance operations by providing excellent frost prevention, and reducing the amount of call outs for frosted bridges or critical areas.

Increase Service. The use of liquid anti-icing and de-icing solutions can help clear snow and ice in a more effective and efficient manner, cutting two or three days off post storm clean up. This efficiency keeps the motoring public on the move with safer roads and provides a reduced cost of operations.

Options/Alternatives: N/A

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Ted Johnson
Director of Public Works

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Sourcewell Contract Pricing, Photo's of System



700 Randolph Drive
 Appleton, WI 54913
 At 41 & N, Little Chute, WI
 Phone: (920) 687-1111 Fax: (920) 687-1122
 Green Bay (920) 983-1111 Milwaukee: (262) 544-5404
 www.casperstruck.com

: Oak creek
 :
 :Sourcewell Pricing
 : Acct.# 31007
 :

=====
 Date: November 13, 2019 Time: 6:51 AM Terms: Due on Delivery Contact: Ted
 Phone # 414-570-5680 Fax # E-mail: tejohnson@oakcreekwi.org
 =====

**** QUOTATION ****

Henderson Brine Infinity, Brine Maker

- Up to 8,000 GPH depending on water flow**
- Density meter accurate to .001 SG**
- Stainless steel 5 cu. yd hopper**
- Fixed indoor placement**
- 100% automated Ultimate Controls**
- Remote mounted controls**
- 100 GPM pump**
- Right hand discharge**
- 460 Volt / 3 Phase pump control**
- Industrial grade motors**
- Cast stainless pumps**
- Tank agitation option**
- Cellular Gateway (1 year free access)**
- Fully automated continuous brine production**
- 100% fully automated continuous cleanout**
- Tank 58" D X 78" H X 126" W footprint**
- Handles treated or untreated rock salt**
- Storage tank level monitoring**
- Triple-filtered brine**
- Air flip hopper cover**
- Low salt warning light**
- Installation, including up to 2 hours of operator training**
- Installation plumbing consisting of SK 80 ridged pipe runs**
- Shipping to customer's location**

One Truck Filling Station Module

Triple product skid, draws and blends from three sources

Fill rates of 100 GPM

Unique Pin #'s for up to 100 users

Data logging for each user includes product volume and mixture

Solid state magmeter flow meter

2" camlock connections at fill point

Installed

TOTAL: \$152,228.86

Discounted using Sourcewell Pricing

**ADD: One 6,250 Gallon Storage Tank
\$4830.00, Delivered**

TOTAL INVOICE \$157,058.86

Other Options To Choose From Including

Option 300 GPM pump \$1,928.00

Option recycled water input \$1,336.00

Option recycled water flow meter \$2,011.00

Option additional truck fill points (up to 3 simultaneous fills available) \$8,183.00

Option add micro ingredients 1 (up to 3 available) \$590.00

Option Waterline air purge (for unheated locations) \$540.00

Basic installation included, site evaluation required to confirm no additional charges will need to be added.

ALL SALES TAX AND FET TAX WILL BE ADDED

Submitted by: T.R. Miller Quote firm 30 days.

Terms: Net on delivery. PO # _____ Quote and terms accepted by: _____

THANK YOU for the opportunity to submit our quote for your consideration



700 Randolph Drive : Oakcreek
 Appleton, WI 54913 :
 At 41 & N, Little Chute, WI :
 Phone: (920) 687-1111 Fax: (920) 687-1122 :
 Green Bay (920) 983-1111 Milwaukee: (262) 544-5404 :

www.casperstruck.com

Date: November 5, 2019 Time: 11:40 AM Terms: Due on Delivery Contact:

Phone # Fax # E-mail:

**** SERVICE QUOTATION ****

Detail : Custom Order Form From Henderson

DESCRIPTION: BRINEX Infinity Inifintiy Air Flip
 Cover/Extension Fixed Indoor Installation

BRINE MAKING SYSTEM

Salt Brine Maker Style: **Infinity**
 Hopper Options: **Inifintiy Air Flip Cover/Extension**
 Installation Type: **Fixed Indoor Installation**

SALINITY CONTROL

Salinity Control Type: **Ultimate controls**
 Salinity Control Mounting: **Remote mounted controls away
 from Brine Maker**
 Salinity Control Pump Flow rates: **100 GPM**
 System output direction: **Right hand output**
 Voltage: **208/220 Volt/ 1 phase**

SALINITY CONTROL OPTIONS

Beacon Light: **Yes, low salt warning light**
 Storage Tank Level Monitor: **Yes, Storage Tank Level
 Monitor**
 Waterline Air Purge: **No waterline air purge**
 Cellular Gateway: **Cellular Gateway (1 year free access
 included)**
 Recycled water: **No, will not have recycled water**

TRUCK FILLING

Type of truck filling and brine production: **Salinity
 control dedicated to Brine, add-on fill point reqd**
 Salinity control agitation: **Yes agitation**
 Number of truck fills: **Fill 1 truck at a time**
 Number of products (including brine) to blend: **3
 products (brine + 2)**
 Quantity of micro-ingredients to blend: **0 products**

ADD-ON MODULES

Truck fill add-on modules needed: 3 Add-Ons required

ADD-ON MODULE 1

Add-on 1 total flow rate: 100 GPM

Agitation: **No agitation**

Number of fill points: 1 fill point

Add-on voltage: 208/220 Volt/ 1 phase

ADD-ON MODULE 2

Add-on 2 total flow rate: 100 GPM

Agitation: **Yes, agitation**

Number of fill points: 1 fill point

Add-on voltage: 208/220 Volt/ 1 phase

ADD-ON MODULE 3

Add-on 3 total flow rate: 100 GPM

Agitation: **Yes, agitation**

Number of fill points: 1 fill point

Add-on voltage: 208/220 Volt/ 1 phase

Custom Options

Custom Option Fields: **Note Custom Details Below**

Custom Options

Option 1: **hopper power panel will be powered by 220V
single phase**

Option 2: **main control panel for pump's will have 480V
to power it**

End Customer: Oakcreek Sourcewell





COMMON COUNCIL REPORT

Item: Ryan Business Park- Bartel Court Storm Water Management Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 12107-111919, a resolution approving a storm water management practices maintenance agreement with Ryan Business Park, LLC, for their Ryan Business Park project located southeast of W. Ryan Road and S. 13th Street. (Tax Key Nos. 905-9010, 905-9993-004, 905-9995-001) (6th Aldermanic District)

Fiscal Impact: None. The owner is responsible for all costs per the Storm Water Management Practices maintenance 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 proposed Ryan Business Park and Bartel Court development requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

Options/Alternatives: Not to adopt this resolution and therefore the storm water permit cannot be issued resulting in the development being unable to proceed per Section 13.107 of the Municipal Code.

Respectfully submitted:

Prepared:

Andrew J. Vickers, MPA
City Administrator

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

Fiscal Review:

Approved:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Michael C. Simmons, P.E.
City Engineer

Attachments: Resolution No. 12107-111919, Storm Water Management Maintenance Agreement

RESOLUTION NO. 12107-111919

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH RYAN BUSINESS PARK, LLC FOR THE RYAN BUSINESS PARK AND BARTEL COURT DEVELOPMENT

(TAX KEY NOS. 905-9010, 905-9993-004, 905-9995-001)

(6TH ALDERMANIC DISTRICT)

WHEREAS, Ryan Business Park, LLC (Owner), requires onsite storm water management practices for their proposed Ryan Business Park and Bartel Court development, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of November, 2019.

Passed and adopted this 19th day of November, 2019.

President, Common Council

Approved this 19th day of November, 2019.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Document Number	Ryan Business Park Storm Water Management Practices Maintenance Agreement Document Title
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Recording Area

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

905-9010, 905-9993-004, 905-9995-001

Parcel Identification Number (PIN)

**STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between Ryan Business Park, LLC, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

Those lands being a part of Lot 4 of Certified Survey Map No.9085, recorded in the Register of Deeds office for Milwaukee County as Document No. 10823469, and additional lands all in the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section 29; thence South 89°58'59" East along the north line of said Northwest 1/4, 876.07; thence South 00°01'01" West, 83.00 feet to the south right of way line of West Ryan Road – State Trunk Highway "100" and the Point of Beginning;

Thence South 89°58'59" East along said south right of way line 237.01 feet; thence South 00°01'58" West along said south right of way line, 317.00 feet to the north line of Lot 4 of said Certified Survey Map No. 9085; thence South 89°58'59" East along said north line, 200.00 feet to the northeast corner of said Lot 4; thence South 00°01'58" West along the east line of said Lot 4, 368.93 feet to the southeast corner of said Lot 4; thence South 78°48'54" West along the south line of said lot 4, 152.84 feet; thence South 13°24'20" East along said south line, 140.11 feet; thence South 78°48'54" West, 80.06 feet to the aforesaid south line; thence North 13°24'20" West along said south line, 140.11 feet; thence South 78°48'54" West along said south line, 200.00 feet; thence North 11°11'06" West, 99.63 feet; thence North 64°36'06" East, 179.13 feet; thence North 25°23'54" West, 121.90 feet to a point of curvature; thence northwesterly 269.87 feet along the arc of a curve to the right, whose radius is 608.00 feet and whose chord bears North 12°40'58" West, 267.66 feet; thence North 00°01'58" East, 180.68 feet; thence North 44°58'02" West, 61.54 feet to the Point of Beginning.

Containing 221,169 square feet (5.0773 acres), more or less, hereinafter called the "TBD City Parcel", and also:

Those lands being a part of Lot 4 of Certified Survey Map No.9085, recorded in the Register of Deeds office for Milwaukee County as Document No. 10823469, and additional lands all in the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section 29; thence South 89°58'59" East along the north line of said Northwest 1/4, 876.07; thence South 00°01'01" West, 83.00 feet to the south right of way line of West Ryan Road – State Trunk Highway "100" and the Point of Beginning;

Thence South 44°58'02" East, 61.54 feet; thence South 00°01'58" West, 180.68 feet to a point of curvature; thence southeasterly 269.87 feet along the arc of a curve to the left, whose radius is 608.00 feet and whose chord bears South 12°40'58" East, 267.66 feet; thence South 25°23'54" East, 121.90 feet; thence South 64°36'06" West, 179.13 feet; thence South 11°11'06" East, 99.63 feet to the south line of said Lot 4; thence South 78°48'54" West along said south line, 190.76 feet; thence North 68°06'23" West along said south line, 670.36 feet to east right of way line of South 13th Street – County Trunk Highway "V"; thence North 02°00'01" East along said east right of way line, 99.07 feet; thence North 04°13'37" West along said east right of way line, 44.31 feet; thence North 00°06'45" West along said east right of way line, 374.36 feet; thence North 39°09'32" East along said east right of way line, 51.26 feet to the aforesaid south right of way line of West Ryan Road – State Trunk Highway "100"; thence South 89°58'59" East along said south right of way line, 765.38 feet to the Point of Beginning.

Containing 607,029 square feet (13.9355 acres), more or less, hereinafter called the "Retail Parcel".

Collectively the TBD City Parcel and the Retail Parcel are called the "Properties".

WHEREAS, the Owner is developing the Properties; and

WHEREAS, the Owner and City intend that, upon completion of construction of improvements to the TBD City Parcel and City's verification that such construction is in accordance with the approved plans, Owner will dedicate the TBD City Parcel in one or more pieces to City but that the stormwater maintenance obligations contained herein shall remain with Owner of the Retail Parcel, its successors and assigns, including any owners association; and

WHEREAS, the Stormwater Management Plan for Lot 4 of Ryan Business Park dated April 12, 2019, hereinafter called the "Plan", which is expressly made a part hereof, as approved by the City, provides for on-site storm water management practices within the confines of the Properties; and

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

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

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

1. The on-site storm water management practices have been or shall be constructed by the Owner, its successors and assigns, including any owners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any owners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, and pond areas. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any owners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are sufficiently performing their design functions and are reasonably in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any owners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Properties and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any owners association, copies of the inspection findings and a directive to commence with the

repairs if necessary. Corrective actions shall be commenced within a reasonable time frame as established by the City Engineer and continuously progressed to completion. Any force majeure issues shall extend the time frame for commencing the correction and completion.

5. If the Owner, its successors and assigns, including any owners association, fails to maintain the storm water management practices in good working condition in accordance with this Agreement, and does not perform the required corrective actions in the specified time frame, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. At the City's option, each day that the violation exists beyond a reasonable cure period and force majeure implications may constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. At City's option, the cost of such work may be specially assessed against the Properties pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot or parcel owned by the City or collectively by an owners association, the City may assess each member of the owners association according to the ownership interest in the facilities located on the Retail Parcel. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the TBD City Parcel. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Owner, its successors and assigns, including any owners association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the Plan, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Detention Basin Maintenance Standards (Exhibit B).
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any owners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder, unless City elects to special assess pursuant to Section 5(b) above.
8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
9. This Agreement shall be recorded at the Milwaukee County Register of Deeds, and shall be attached to or referenced as an exhibit to any document which creates an owners association that is responsible for maintenance of the storm water management practices, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any owners association. The Owner shall provide the City with a copy of any document which creates an owners association that is responsible for the storm water management practices.

Signature page follows

WITNESS the following signatures and seals:

RYAN BUSINESS PARK, LLC

By: Capstone Development Company, its: Manager

Michael Faber

Michael Faber, Principal

The foregoing Agreement was acknowledged before me this 14th day of November, 2019,
by the above named MICHAEL FABER.

Paul Quick II

NOTARY PUBLIC

My Commission Expires: 1-2-23



CITY OF OAK CREEK, WISCONSIN

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2019,
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

NOTARY PUBLIC

My Commission Expires: _____

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

Approved as to Form:

City Attorney

Date

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EXHIBIT A
OPERATION AND MAINTENANCE INSPECTION REPORT
STORM WATER MANAGEMENT POND: BARTEL COURT and RBP

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

Location: East side of Bartel Court, north of South Branch of the Oak Creek.

Detention Basin Type: Wet Pond

Watershed South Branch of Oak Creek

Items to be Inspected (Pond components)	Inspected? (Yes/ No/ NA)	Maintenance Needed? (Yes/ No/ NA)	Remarks
Embankment and Emergency spillway			
1. Trash and debris present?			
2. Vegetation and ground cover adequate?			
3. Embankment (slope) erosion?			
4. Animal burrows?			
5. Unauthorized plantings / tree growth?			
6. Cracking, bulging, or sliding of embankment			
a. Upstream (inside pond) face and toe of slope			
b. Downstream (outside) face and toe of slope	N/A	N/A	
7. Settlement?			
8. Seeps/leaks on downstream (outside) face?			
9. Emergency spillway			
a. Clear of trash and debris?			
b. Settlement?			
c. Slope protection failures?			
10. Other (specify)			
Inlet Structure Type: Two 54" Diameter RCP with flared end with rip rap stone to diffuse water	Yes	N/A	
Outlet Structure: Type: 48" vertical RCP structure with cored orifice and open top for inlets. Outlet is 18" RCP that discharges over stone rip rap near creek.	Yes	N/A	
1. Erosion/scouring/undermining at inlet or outlet?			
2. Primary outlet structure			
a. Debris or sediment removal necessary?			
b. Damaged?			
c. Orifice plate damaged, out of place or missing	N/A	N/A	N/A
3. Trash rack/hood maintenance (2 grates)			1. covering top of structure
a. Trash or debris removal necessary			2. covering orifice (hole) in side
b. Damaged or missing?			
c. Corrosion/rust control?			
Pond Bottom/Pool Area			
1. Sediment accumulation (estimate depth)			
2. Water level at normal pool elevation?			
3. Oil sheen on water			

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS: BARTEL COURT POND

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Side Slopes and Embankments	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	Mowing is needed when vegetation exceeds one foot in height. Mowed vegetation should be removed from areas where it could enter the pond, either when the pond level rises or by rainfall runoff.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Trees and bushes should be removed where they interfere with pond maintenance activities; that is, at the inlet, outlet and near engineered structures.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
	Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal or equipment movements).	Trees do not hinder maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rock rip-rap, planting of grass, erosion mat, compaction.
Inlet/ Outlet Structures or Pipe	Debris and Sediment	Sediment and/or debris clogging more than 10% of the pipe opening or orifice.	No clogging or blockage in the inlet and outlet piping or orifice..
	Damaged	Rust is causing more than 50% deterioration to any part of metal pipes, or cracks or exposed rebar in concrete pipes.	Pipe repaired or replaced.
		Any dent that decreases the cross section area of pipe by more than 10% or retards the flowage of water.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet pipes; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
	Damaged Orifice	Opening or orifice is damaged.	Orifice (inlet) works as designed.
	Orifice Plate Obstructs	N/A	N/A
Trash Racks/Hoods	Trash and Debris	Trash or debris that is plugging more than 20% of the openings in the barrier.	Barrier clear to receive capacity flow.
	Damaged/ Missing Bars or Hood.	Bars or hood are bent out of shape more than 3 inches.	Bars in place with no bends more than 3/4 inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Repair or replace barrier to design standards.
Pool Area	Sediment Accumulation in Pond Bottom	Sediment accumulation in pond bottom that exceeds the design sediment depth of 2 feet on average .	Sediment cleaned out to designed pond shape and depth; pond resceded if necessary to control erosion.
	Water Level	Water level does not drain down within a few days following rain to normal designed pool elevation of bottom of orifice (hole) of outlet structure, =101.00'	Check outlet structure and downstream conveyance system for obstructions.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Remove oil from water by use of oil-absorbent pads or by vactor truck. Refer problem to locate source and correct.
Emergency Overflow/Spillway and Dikes	Settlements	Any part of these components that has settled 4-inches lower than the design elevation, or inspector determines dike/ berm is unsound.	Dike (berm slopes) should be built back to the design elevation and repaired to specifications.
	Rock Missing	N/A (design does not include)	N/A.

COMMON COUNCIL REPORT

Item: Parterre at Emerald Row Development Agreement

Recommendation: That the Common Council adopts Resolution No. 12108-111919, approving the Parterre at Emerald Row Development Agreement for the design and construction of public improvements for the apartment development at 8001 S. 6th Street. (Tax Key No. 813-9060-000) (Project No. 19056) (2nd Aldermanic District).

Fiscal Impact: Developer will be responsible for his established share of the costs related to the work covered under this Development Agreement.

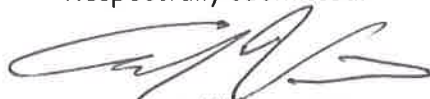
Critical Success Factor(s):

- 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 Developer of Parterre at Emerald Row, Barrett Lo Visionary, has begun work for building foundations for the Parterre apartments at 8001 S. 6th Street. This Development Agreement establishes Barrett Lo Visionary's responsibilities and obligations for the installation of the public infrastructure required for a functional site development. The public infrastructure for this development is not extensive. It includes some storm sewer, and restoration of public pavements and plantings on three sides of its site; specifically, restoration of the disturbed asphalt pathways (Dale Richards Trail) into Emerald Preserve, and public sidewalk, street pavements, brick paver terrace area and street lighting along 6th Street. Lastly, the agreement covers the requirements for grading and erosion control of the site. The agreement establishes that the design and construction of these facilities and work will be in accordance with all City and all other applicable local and state codes, and that they will be inspected by the City during construction and funded by the developer.

Options/Alternatives: If the Development Agreement is not approved, the City would lose some leverage to assure that the work gets done to its standards, under inspection, and paid for by the Developer.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Michael C. Simmons, PE
City Engineer

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Parterre at Emerald Row Development Agreement, Resolution 12108-111919

RESOLUTION NO. 12108-111919

BY: _____

**RESOLUTION APPROVING THE
PARTERRE AT EMERALD ROW DEVELOPMENT AGREEMENT**

8001 S. 6TH STREET - TAX KEY NO. 813-9060-000

(2ND ALDERMANIC DISTRICT)

WHEREAS Chapter 14 of the City of Oak Creek Municipal Code requires that a Development Agreement be entered into prior to the required public improvements being installed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the Development Agreement for the Parterre at Emerald Row apartments, attached hereto and incorporated herein by reference, by and between BARRETT LO VISIONARY DEVELOPMENT and the CITY OF OAK CREEK, is hereby approved.

BE IT FURTHER RESOLVED that any necessary technical corrections to the Development Agreement that are approved by the City Engineer and City Attorney are hereby authorized.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Development Agreement on behalf of the City, and upon execution by both the City and the Developer, the City Clerk is hereby directed to record the same in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of November, 2019.

Passed and adopted this 19th day of November, 2019.

Kenneth Gehl, Common Council President

Approved this 19th day of November, 2019.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

Document Number

PARTERRE AT EMERALD ROW
DEVELOPMENT AGREEMENT
Document Title

Recording Area

Douglas W. Seymour, Director
Dept. of Community Development
8040 S 6th Street
Oak Creek, WI 53154
Name and Return Address

813-9060-000

Parcel Identification Number (Pin)

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between Barrett Lo Visionary Development, hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City";

WITNESSETH:

WHEREAS, the Developer proposes to develop the following described lands, hereinafter referred to as the "Property", situated in the City of Oak Creek, County of Milwaukee, and State of Wisconsin, to-wit:

Lot 2 of Certified Survey Map No. 8677, lands being part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Said lands contain 137,060 square feet or 3.1465 acres, hereinafter called the "Property"; and

WHEREAS, the Developer has submitted a preliminary site plan for a residential apartment development named *Parterre at Emerald Row*, Tax Key No. 813-9060-000 located at 8001 S. 6th Street, encompassing the Property in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City for the purpose of developing a multi-family residential development, hereinafter called the "Development "; and

WHEREAS, the proposed site plan was conditionally approved by the Plan Commission of the City as required by law, subject, however, to the Developer entering into an agreement with the City relative to certain undertakings and/or actions to be performed by the Developer prior to final approval by the City; and

WHEREAS, S.236.13(2)(a), Wis. Stats., and Chapter 14 of the Municipal Code of the City, provide that as a condition of approval, the Common Council of the City of Oak Creek may require that the Developer design and construct any public improvements reasonably necessary for the Development; and

WHEREAS, the City's capital improvement plan and budget does not include funds necessary to install improvements for the Development; and

WHEREAS, the City believes that the orderly, planned development of the Property will best promote the health, safety and general welfare of the community, and hence is willing to approve commencement of the Development providing that the Developer agrees to undertake and assume certain obligations and conditions as hereinafter described.

NOW, THEREFORE, in consideration of the payment of \$1.00, and in consideration of the mutual covenants listed below, the parties agree:

1. Existing Improvements - The Development is served and will benefit by existing sanitary sewer and water main in S. 6th Street.
2. Deferred Special Assessments - There are no outstanding special assessment payments required for the street, street light, traffic signal, and drainage facility work made pursuant to this Agreement. Developer shall sign the Waiver of Special Assessment Notice and Hearing attached as Exhibit B.
3. Impact Fees - The impact fees established for the City under Ordinance 2562 shall also apply to the Development. The Developer agrees to pay the appropriate impact fees at the time of, and as a condition of, building permit issuance.
4. Conditions and Time Period to Install Improvements - The Developer, entirely at his expense, shall design and construct the public improvements, hereinafter called the "Improvements", in accordance with the requirements set forth in Exhibit A.
 - A. The Developer shall, without charge to the City and upon certification by the City

Engineer, unconditionally grant and fully dedicate all public Improvements constructed on the Development's behalf to the City.

- B. In the event the Developer does not complete the installation of the Improvements in accordance with the terms of Exhibit A, the City shall, upon written notice to the Developer and the expiration of a reasonable cure period, have the authority to complete same and take title to said Improvements. Upon the City's completion thereof, without notice of hearing, the City may impose a special assessment for the reasonable actual cost of said completion upon the Property, payable with the next succeeding tax roll.
 - C. In accordance with Section 3.06 of the Oak Creek Municipal Code and under Sections 66.60 and 66.62 of the Wisconsin Statutes and other Statutory provisions, the City may exercise its power to levy special assessments for the costs incurred by it in exercising the authority in this Paragraph (4).
5. Items Prior to Construction - Prior to the commencement of construction of required Improvements, the City Engineer shall:
- A. Approve all construction plans and specifications required in Exhibit A, which approval shall not be unreasonably withheld, delayed, or conditioned.
 - B. Arrange a preconstruction conference.
 - C. Receive all pertinent approvals from the Milwaukee Metropolitan Sewerage District ("MMSD"), the State of Wisconsin Department of Natural Resources or other required jurisdictional agencies. The review and approval of sanitary sewer plans by the City (and its utility), MMSD, and the Department of Safety and Professional Services occur independently. Approvals are based in part on each system's ability to handle the proposed additional sanitary sewer waste flows.
 - D. Make arrangements for the City to inspect the proposed construction.
6. Building Occupancy Approval – If applicable, upon final certification by the City Engineer, which certification shall not be unreasonably withheld, delayed, or conditioned, that all of the Improvements are constructed, inspected and found to be in compliance with City requirements and (i) proof of the public infrastructure costs associated with any public utilities, streets, terrace and sidewalk pavements, street lights, and street trees, have been filed with the City Comptroller and (ii) lien waivers shall be filed with the City Engineer as proof that all subcontractors have been paid, the building occupancy approval shall be presented to the Inspection Department.
7. Reimbursement of Costs - The Developer shall, within thirty (30) days of receipt of an itemized invoice, reimburse the City for all reasonable and outstanding fees, expenses, costs, and disbursements which were incurred by the City for the design, plan review,

construction, inspection, dedication, administration, enforcement, or acceptance of the Improvements. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials.

8. Workmanship Guarantee - Developer shall guarantee the public improvements described in Exhibit A, against defects due to faulty materials or workmanship, for a period of one year from the date of dedication of the public improvements, such date of dedication also being the date of release from this Development Agreement. The maintenance obligations regarding the streets are the Developer's until dedication of same. Until that time, responsibility for the streets will be assigned as follows:

A. Damage to the pavement of S. 6th Street due to construction operations, and to adjacent public pathways, public terrace areas and landscaping, shall be the Developer's responsibility until approval of the building occupancy. Sweeping of public pavements due to development-related sediment tracking shall be the Developer's responsibility. Snow plowing along S. 6th Street shall remain the City's responsibility.

B. If street repairs and/or street sweeping are not satisfactorily performed by the Developer, the City shall, after notice to Developer and reasonable time to cure, perform such with its own forces and charge the Developer accordingly for actual manpower, equipment and materials, plus 10% administration and overhead. Developer's responsibility with respect to the streets shall terminate upon approval of the building occupancy.

9. Hold Harmless - The Developer shall, for a period of one (1) year from the date of final approval of the subject phase of the Improvements, indemnify and save harmless the City, and its officers, agents and employees (hereinafter "City Representatives"), from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever is owed, which may in any manner, except the negligence or misconduct of City or City Representatives, result from the (i) negligent construction or maintenance of the Improvements pursuant to the terms of this Agreement, (ii) violation of any law or ordinance, (iii) infringement of any patent, trademark, tradename or copyright, and (iv) use of road improvements prior to their formal dedication to the City as provided in Paragraph 4(A) hereof.

10. Financial Guarantees and Billing

A. No letter of credit or bond is required under this Agreement.

B. Security Deposit - Prior to and as a condition of final site development approval, the Developer shall deposit \$20,000 with the City as the Security Deposit (hereinafter referred to as "Collateral"), to secure the prompt, full and faithful performance by Developer of each and every provision of this agreement and all

obligations of the Developer hereunder. The City is not required to hold the Collateral in any special or trust account, but may commingle the Collateral with other funds of the City. Interest shall be paid to the Developer on the Collateral. If the Developer fails to perform any of his obligations hereunder, the City may use, apply or retain the whole or any part of the Collateral together with interest therein, if any, for payment of: (a) Sums of money due from the Developer under this agreement; (b) Any sum expended by the City on the Developer's behalf in accordance with this agreement; and/or (c) Any sum which the City may expend or be required to expend by reason of the Developer's default under this agreement; and/or (d) Any sum which the City may expend or be required to expend by reason of the Developer's default under this agreement.

The use, application or retention of the Collateral, or any portion thereof, by the City shall not prevent the City from exercising any other right or remedy provided by this Agreement or by law (it being intended that the City shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which the City may otherwise be entitled. If any portion of the Collateral is used, applied or retained by the City for the purposes set forth above, Developer agrees, within ten days after the written demand therefore is made by the City, to deposit cash with the City in an amount sufficient to restore the Collateral to its original amount.

Without limitation as to the obligations secured, the Collateral shall also secure the specific obligation of the Developer to make to the City a payment of \$5,000 for anticipated in-house administrative and inspection fees.

The City will release to the Developer all funds from the Collateral, including interest, after the Developer fully and faithfully complies with all of the provisions of this Agreement and completes the above-listed items, all to the satisfaction of the City Engineer, which approval shall not be unreasonably withheld, delayed, or conditioned, less amounts, if any previously applied by the City for the obligations secured hereby. If the Developer's obligations hereunder to the City, including but not limited to, costs of the above-enumerated improvements, exceed the amount of the Collateral, the Developer is responsible for payment of the balance.

C. Billing - The City shall bill the Developer quarterly as costs are incurred by the City. In the event the Developer fails to make payment to the City within 30 days of billing, interest shall accrue on the unpaid balance at the rate of 15% per annum. If unsuccessful, the City shall, without notice of hearing, impose a special assessment for the amount of said costs upon the Property, payable with the next succeeding tax roll.

11. Inspection - The City or its agents shall, at the Developer's cost, provide full-time inspection of all the Improvements delineated in Section VII of Exhibit A to the Agreement

- B. Developer shall properly locate and install all survey or other monuments required by State Statute or City Ordinance.
- C. Recording of this Agreement shall be accepted by the City as adequate provision for the improvements specified in Chapter 14 of the Municipal Code.
- D. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- E. This Agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
- F. The obligations of the Developer (with the exception of the one-year warranty period on the Improvements) shall terminate upon passage of a resolution by the Common Council of the City of Oak Creek releasing the Developer from the terms of this Agreement.
- G. Developer shall provide specifications in the latest Adobe pdf electronic format.
- H. Developer shall provide all construction plans in the latest Adobe pdf electronic format.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their several seals the day and year first above written, the name and corporate seal of each corporate body being hereto affixed and the instrument duly signed by its duly authorized representatives.

DEVELOPER

Barrett Lo Visionary Development



Rick Barrett, Authorized Member

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 7th day of December, 2019, the above-named Rick Barrett of Barrett Lo Visionary Development to me known to be the person who executed

the foregoing instrument and to me known to be such Director of said corporation, acknowledged that he executed the foregoing instrument as such officer.



Notary Public, Milwaukee County, WI
My Commission expires: 06-20-2022



CITY OF OAK CREEK

Daniel J. Bukiewicz, Mayor

Countersigned:

Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2019, DANIEL J. BUKIEWICZ, Mayor and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument to me known to be such Mayor and City Clerk of said municipal corporation, and

acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by its Common Council on the ____ day of _____, 2019.

Melissa L. Karls, Notary Public
Milwaukee County, Wisconsin
My commission is permanent.

This instrument was drafted by Matthew J. Sullivan of the City of Oak Creek Engineering Department.

Approved as to form:

Melissa L. Karls, City Attorney

EXHIBIT A

CITY OF OAK CREEK CITY ENGINEER'S REPORT PARTERRE AT EMERALD ROW

I. INTRODUCTION

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the "City of Oak Creek Engineering Design Manual," adopted by the Common Council on July 18, 1995, and all incorporated amendments thereof, as provided on the Oak Creek Engineering website at the time of City's approval of the improvements.

The following are the general required improvements, plans, and conditions:

II. GRADING AND DRAINAGE

A. Required Improvements

Design, install, and provide grading of land as necessary to establish a building pad, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.

B. Plans and Specifications

1. A grading and drainage plan shall be prepared showing 1' contours for both existing condition grades and proposed grades.
2. System plan showing all tributary areas to the proposed site drainage and downstream analysis. Included on the system plan shall be all proposed and existing drainage structures.
3. As-built grading plan certifying that all grading was performed in accordance with the approved grading and drainage plan. The certification shall be required on property corners, main ditches, and detention ponds. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer. The grade tolerances for approval are as follows:
 - a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - b. 0.0' to -0.3' grade tolerance of the approved proposed grade without topsoil in place.

- C. Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned pavement areas, building pad, and drainage swales.
- D. Establish permanent vegetative cover on all exposed soil by placement of topsoil, seeding, and secured mulching or matting as soon as possible to prevent erosion.
- E. The Developer, at its expense, shall provide detailed soil analysis and compaction results by a professional geotechnical engineering firm representative for all areas requiring fill in areas where public Improvements are to be constructed. The results shall be submitted to the City Engineer as soon as they are available. Soil borings may be required by the City Engineer to determine if the existing soil material on site is suitable for structural areas. The Developer shall be responsible to remove unsuitable material and replace with approved engineered fill.
- F. The Developer is responsible for restoring all damage to finished grades and vegetative cover caused, but not restored by, utility companies providing service to the Development.
- G. After site grading is completed, the Developer shall place a minimum of 3" of topsoil on all exposed soil and establish vegetative cover. No surplus topsoil may be sold/processed/hailed from the site unless prior written authorization has been granted by the City Engineer.

III. STORM DRAINAGE SYSTEM

- A. Storm drainage relocations as needed along S. 6th Street to be completed by the Developer. All pipe and manhole materials to match the existing system.
- B. All roof drains and sump pumps shall be piped to and discharge to the storm sewer.

IV. EROSION AND RUN-OFF CONTROL

- A. Required Improvements

Installation and construction of Best Management Practices in the proposed development that shall conform with the most current edition of the Department of Natural Resources Technical Standards.

- B. Plans and Specifications

Erosion control plan for land-disturbing activities showing existing contours at least 20' into adjacent parcels. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

- C. The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be obtained, which requires the Developer to construct and maintain such measures in conformance with the City's erosion control ordinance.
- D. Both during and after construction, the surface of exposed bare soils shall be protected by mulches and perennial grasses. This does not apply to the immediate building site area which is subject to labor force and equipment working in and around the perimeter of a new structure.

V. SANITARY SEWER

No public sanitary sewer improvements are included with this development.

VI. WATER

No public water improvements are included with this development.

VII. STREETS

A. Required Improvements

The pavement repairs on S. 6th Street shall include:

- 6" Asphalt pavement on 8" Crushed stone base course
- 31" Vertical-face concrete curb and gutter
- Terrace area concrete paver units to match existing section
- 5" Concrete sidewalk on 4" Crushed stone base course

All pavement markings required for this development shall be approved by the City and meet the MUTCD and requirements.

- B. All improvements along S. 6th Street shall require City construction inspection and approvals.

VIII. STREET LIGHTING

Street light relocations as needed along S. 6th Street to be completed by the Developer. All materials to match the existing system.

IX. MISCELLANEOUS

DEVELOPER SHALL:

- A. Be responsible to preserve existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- B. Repair all damage to roads, sidewalks, asphalt paths and bio-swales caused by construction operations.
- C. Submit a landscape plan for any screen plantings, berms, and entrances. Installation of landscaping shall be in accordance with approved plan.
- D. Relocate fiber optic to approved utility easement on north property line.
- E. Acquire all required underground utility easements.
- F. Show all sanitary, drainage, and other public utility easements on the certified survey map. If required easements are omitted, or errors are detected on the CSM, the Developer shall make all necessary modifications to the CSM at its expense.
- G. Design and install all required sidewalk and/or bikeways.
- H. Obtain all City approvals and construct the temporary parking lot at 7591 S. 6th Street.

X. SPECIFICATIONS

The improvements shall be constructed in accordance with the following specifications.

- A. City of Oak Creek Engineering Design Manual.
- B. Applicable Specifications and Regulations of MMSD.
- C. Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.
- D. State of Wisconsin, Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- E. The Wisconsin Department of Natural Resources Erosion Control Technical Standards.

XI. SPECIAL PROVISIONS

The development process shall strictly conform to the conditions set forth in the Development Agreement. Request for building occupancy approval is subject to the City Engineer's certification that all Improvements required to be installed are satisfactorily completed. The City will not accept deposits in lieu of completion of the improvement prior to building occupancy approval.

Approved:

Michael C. Simmons, P.E.
City Engineer

Date

EXHIBIT B

**WAIVER OF SPECIAL ASSESSMENT
NOTICES AND HEARINGS**

City of Oak Creek
8040 S 6th Street
Oak Creek, WI 53154

I, the undersigned being the Owner of the property that shall benefit by the following proposed public improvements:

Repair to: public asphalt street pavement, brick paver terrace area, concrete sidewalk, asphalt pathways, bioswale system/plantings, other miscellaneous pavements, street light relocates, cable conduit relocates, and minor new storm sewer extensions;

all made in the City of Oak Creek, Milwaukee County, Wisconsin, in consideration of the construction of said Improvements by the City of Oak Creek, Wisconsin, hereby admit that such public improvement will benefit our property and consent to the levying of special assessments against our premises under Section 66.62 of the Wisconsin Statutes and Section 3.06 of the Municipal Code of the City of Oak Creek for the cost of such improvement.

In accordance with Section 3.06 (14) of the Municipal Code of the City of Oak Creek, we hereby waive all special assessment notices and hearings required by Section 66.62 of the Wisconsin Statutes and Section 3.06 (9) of the Municipal Code of the City of Oak Creek, and we further agree and acknowledge the benefit to our properties from the construction of such improvement.

Description of premises that shall benefit:

Lot 2 of Certified Survey Map No. 8677, lands being part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Said lands contain 137,060 square feet or 3.1465 acres.

BARRETT LO VISIONARY DEVELOPMENT



Rick Barrett, Authorized Member

Date

COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 11/19/19 License Committee Report.

Fiscal Impact: License fees in the amount of \$600.00 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 11/19/19 council meeting. Tentative recommendations are as follows (favorable background reports received):

1. Grant an Operator's license to:
 - * Sarah R. Glisson, 10725 W. Wren Ave., Milwaukee (Kwik Trip)
 - * Valerie R. Mecha, 3317 W. Green Ave., Milwaukee (Krik Trip)
 - * Jason C. Green, 5975 S. Honey Creek Dr., Greenfield (Kwik Trip)
 - * Gordon W. Graf, 3337 W. Canterbury Rd., Greenfield (Kwik Trip)
 - * Michael T. Langenohl, 3807 W. College Ave., Milwaukee (Krik Trip)
2. Grant a Temporary Class "B" Wine license to Carolyn Bukiewicz, Agent on behalf of the Oak Creek Celebrations Commission for the Oak Creek Tree Lighting and Craft Fair event to be held on 12/4/19.
3. Grant a Temporary Class "B" Wine license to Sarah Anderson, Agent on behalf of the South Suburban Chamber of Commerce, 8040 S. 6th Street, for the Women in Business Workshop & Social event to be held on 12/5/19.
4. Grant a Special Event Permit to Katie Seely, Agent on behalf of the Ragnar Great Midwest 2020 relay race to be held on May 15, 2020.
5. Grant a Secondhand Article Dealer license to Hunter Bjorkman, Agent, ecoATM, LLC. ecoATM will have a kiosk inside of Pick 'n Save, 6462 S. 27th St. to purchase used consumer electronic devices.
6. Grant a Secondhand Article Dealer license to Hunter Bjorkman, Agent, ecoATM, LLC. ecoATM will have a kiosk inside of Pick 'n Save, 8770 S. Howell Ave. to purchase used consumer electronic devices.

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
Assistant City Administrator/Comptroller

Attachments: None



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the November 13, 2019 Vendor Summary Report in the total of \$833,519.26.

Fiscal Impact: Total claims paid of \$833,519.26.

- 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

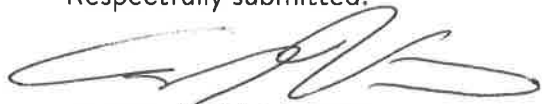
Background: Of note are the following payments:

1. \$67,032.44 to Benistar (pg #14) for December 2019 retiree insurance.
2. \$17,798.00 to Buelow Vetter (pgs #14 - 15) for legal services.
3. \$6,153.00 to Caiying Zhang (pg #15) for police property return.
4. \$17,658.66 to CDW Government, Inc. (pg #15) for hard drives and iPads for Health Department.
5. \$8,897.24 to EBSCO (pg #16) for 2020 magazine subscriptions.
6. \$10,084.28 to Enterprise FM Trust (pg #16) for DPW vehicle lease monthly payment.
7. \$12,052.50 to Godfrey & Kahn S.C. (pg #18) for legal services regarding Stand Rock Hotel, Project Badger, lakefront redevelopment, and Bluff Services.
8. \$7,780.52 to Houseal Lavigne Associates (pg #19) for consulting services for plan & zoning ordinance update.
9. \$12,617.96 to Kansas City Life Insurance Co. (pg #20 - 21) for December disability insurance.
10. \$21,216.00 to Milwaukee County EMS (pg #24) for annual radio and capital fees.
11. \$5,000.00 Reserve Account (pg #27) for postage refill.
12. \$7,437.48 to Securian Financial Group, Inc. (pg #28) for December employee life insurance.
13. \$72,355.36 to US Bank (pgs #1 - 11) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
14. \$5,311.29 to Viking Electric Supply, Inc. (pg #31) for LED fixtures, LED conversion receptacles, and overhead heaters.

-
15. \$325,373.94 to WE Energies (pgs #31 - 32) for street lighting, electricity, natural gas, and facility relocation at 13th & Ryan.
 16. \$12,858.19 to WI Court Fines & Surcharges (pg #32) for October 2019 court fines.
 17. \$110,295.32 to WI Dept. of Transportation (pg #32) for construction services relating to Ryan Business Park.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Staff Accountant

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: 11/13/19 Invoice GL Distribution Report