

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

COMMON COUNCIL MEETING AGENDA

MAY 5, 2020
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.

IMPORTANT NOTICE

This meeting will be held by video conference. Persons wishing to participate in scheduled public hearings need to register via http://ocwi.org/register prior to the start of the meeting. The webinar will start at 6:50 p.m. so those that registered may log in.

The meeting will also be live streamed on the City of Oak Creek YouTube Page via http://ocwi.org/livestream for those that wish to view the meeting.

Persons requiring other reasonable accommodations may contact the City at 414-766-7000.

Requests should be made as far in advance as possible.

- 1. Call Meeting to Order / Roll Call
- 2. Pledge of Allegiance
- 3. Approval of Minutes: 4/6/20, 4/30/20

Recognition

- 4. **Resolution:** Consider <u>Resolution</u> No. 12150-050520, a Resolution of Commendation to Kerry Kent, retiring DPW Equipment Operator II (by Committee of the Whole).
- 5. **Mayoral Proclamation:** Congratulations to Lois Parker on her 100th birthday.

Informational

6. **Informational**: COVID-19 Update.

Old Business

- Mayor's Aldermanic Appointments
 - a. Small Claims Committee 1
 - Ald. Duchniak
 - b. Library Board 1
 - Ald. Loreck
- 8. **Motion:** Consider a *motion* to concur with the following Mayoral Aldermanic appointments:
 - a. Water & Sewer Utility Commission 1
 - Ald. Gehl
 - b. Landscape and Beautification Committee 1
 - Ald. Guzikowski
 - c. Tourism Commission 1
 - Ald. Gehl
 - d. Community Development Authority (CDA) -2
 - Ald. Kurkowski
 - Ald. Gehl
- 9. Common Council President Aldermanic Appointments:
 - a. Personnel Committee (minimum of 2) 3
 - Ald. Toman (chair)
 - Ald. Gehl
 - Ald. Duchniak
 - b. Capital Improvements Committee 3
 - Ald. Gehl
 - Ald. Guzikowski (chair)
 - Ald, Toman
 - c. License Committee 3
 - Ald. Kurkowski (chair)
 - Ald. Gehl
 - Ald. Duchniak
 - d. Plan Commission Representatives 2
 - Ald. Guzikowski
 - Ald. Loreck
 - e. Board of Health Representative 1
 - Ald. Kurkowski
 - f. Emergency Government Committee Representative 1
 - Ald. Kurkowski
 - g. Parks, Recreation and Forestry Commission 1
 - Ald. Guzikowski
 - h. Traffic and Safety Commission 1
 - Ald. Duchniak
 - i. Finance Committee 3
 - Ald. Gehl (chair)
 - Ald. Toman
 - Ald. Loreck

New Business

TREASURER

- 10. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending March 31, 2020.
- 11. **Motion:** Consider a <u>motion</u> to authorize the publication and write-off of the 2018 delinquent personal property tax per the attached reports (by Committee of the Whole).

ENGINEERING

- 12. **Resolution:** Consider a <u>Resolution</u> No. 12156-050520, approving the Creekside Crossing Marketplace Phase II Development Agreement with Walden OC, LLC for the design and construction of public improvements for the development located at 7700 S. IKEA Way. (Tax Key Nos. 784-9008, 984-9009-001, 784-9010-001, 784-9013, 784-9014, 784-9016, 784-9024 and 784-9994) (Project Nos. 20054 and 20055) (2nd District).
- 13. **Motion:** Consider a <u>motion</u> to award the Private Property Infiltration & Inflow (PP/II) Phase 2 Lateral Inspection unit price contract to Green Bay Pipe & TV LLC at the estimated cost of \$12,740. (Project No. 18035) (4th District).

LICENSE COMMITTEE

14. **Motion:** Consider a <u>motion</u> to grant the various license requests as listed on the 5/5/20 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

15. **Motion:** Consider a <u>motion</u> to approve the April 29, 2020 Vendor Summary Report in the total amount of \$294,780.54 (by Committee of the Whole).

MISCELLANEOUS

- 16. **Motion**: Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes, to discuss the following:
 - a. Section 19.85(1)(c) to discuss the performance goals for the City Administrator.
- 17. **Motion:** Consider a *motion* to reconvene into Open Session.
- 18. **Motion:** Consider a *motion* to take action, if required.

Adjournment.

Public Notice

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

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may 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

RESOLUTION NO. 12150-050520

RESOLUTION OF COMMENDATION TO KERRY KENT

WHEREAS, Kerry Kent began his employment with the City of Oak Creek on August 22, 1994, when he was hired as an Equipment Operator; and

WHEREAS, on January 17, 2016, after a department reorganization, Kerry was promoted to Equipment Operator II; and

WHEREAS, in 2015, Kerry received a merit award for his exceptional work as an operator and trainer of new employees; and

WHEREAS, as part of that award, Kerry was recognized for being one of the departments best operators and having a number of areas in which he excelled; and

WHEREAS, further noted in his award, that due to his problem solving skills, Kerry was often the departments' first choice of employees when assigning a difficult or tricky task; and

WHEREAS, Kerry was an effective and dependable employee during his years of service with the City of Oak Creek Department of Public Works, answering many calls for service from the community and providing immeasurable service to the community; and

WHEREAS, effective April 30, 2020, Kerry is retiring from his position of Equipment Operator II with the City of Oak Creek Department of Public Works, completing over twenty-five of full-time service to the City of Oak Creek.

NOW, THEREFORE, BE IT RESOLVED that the best wishes for good health and happiness be extended to Kerry and his family in his retirement years.

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

Passed and adopted this 5th day of May, 2020.

President,	Common Council	

ATTEST:	Mayor, City of Oak Creek
City Clerk	Vote: Ayes 6 Noes 0

MAYORAL PROCLAMATION

CONGRATULATIONS TO LOIS A. PARKER ON HER 100TH BIRTHDAY

WHEREAS, LOIS PARKER was born on May 18, 1920 in Racine, Wisconsin, to John Seiger and Petra Jorganson; and

WHEREAS, Lois had one sister, Ongie; and

WHEREAS, Lois met her husband, Edward, when a friend set her up on a blind date with him, and on July 17, 1954 they were united in marriage; and

WHEREAS, Lois, in addition to working as an assistant to doctors, also ran the Parkway Bar and Restaurant on the corner of Goold Street and North Main Street, where the Racine Zoo is currently located, and was known to have the "best fish fry in Racine"; and

WHEREAS, at the Parkway Bar and Restaurant, Lois was known as the "hostess with the mostess"; and

WHEREAS, Lois and Ed had two children, Gary and Corinne; four grandchildren, Kimberly, John, Brianna and Ray; and two great-grandchildren, Leonardo and Alma; and

WHEREAS, during her free time, Lois enjoyed partaking in her hobbies, especially tennis and swimming; and

WHEREAS, LOIS PARKER will be 100 years "young" on Monday, May 18, 2020. A celebration in honor of Lois will be held at her residence, Meadowmere Oak Creek Senior Living Community.

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

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

Dated this 18th day of May, 2020.

Daniel Bukiewicz, Mayor



Meeting Date: May 5, 2020

Item No. 10

COMMON COUNCIL REPORT

	Informational:	Treasurer Report on Investment and Banking for the City of Oak Creek at month ending March 31, 2020.						
	Fiscal Impact:	Presenting the monthly condition of the City treasury at an open meeting Common Council will provide additional financial data to decision maker enhancing transparency to the public.						
	Critical Success Factor(s):	 □ Vibrant and Diverse Cultural Opportunities □ Thoughtful Development and Prosperous Economy □ Safe, Welcoming, and Engaged Community □ Inspired, Aligned, and Proactive City Leadership □ Financial Stability □ Quality Infrastructure, Amenities, and Services □ Not Applicable 						
	Background: The Treasurer Report on Investment and Banking displays the City's month end balances, to provide the Common Council and the public with the current condition of the City's treasury. Please note that some funds are allocated for specific purposes such as debt service, Tax Incremental Districts, capital improvement projects and distribution of tax collection to other taxing districts and is not available for general purpose spending. This monthly report is prepared, along with a more comprehensive report for Finance Committee, to assist with investment decisions and financial strategies. Below is a brief summary:							
	Beginning Balance	Ending Balance	Interest Earned	Increase/(Decrease)				
	\$54,895,751.91	\$50,154,611.27	\$76,732.88	(\$4,741,140.64)				
	Activity: Tax Collecti	on \$4,401,997.26; Debt \$	Service Payments (\$6,95	7,917.37)				
	Respectfully submitt	ed:	Prepared:					
<	(a/1)-	\leq	Barbara Guckenberger					
	Andrew J. Vickers, M	PA .	Barbara Guckenberger, CMTW					
	City Administrator		City Treasurer					
	Fiscal Review: Bridget M Souffrant	Boyly-						

Attachments: Treasurer Report on Investment and Banking

Assistant City Administrator/Comptroller

City of Oak Creek Treasurer Report on Investment and Banking

Name of Account	Beginning Balance	Additions	Subtractions	Account Endi	ng Balance	Actual Interest Earned	Interest Rate	Percentage of Total Invested
Tri City National Bank	5,608,709.47	18,798,553.69	(19,320,744.02)		5,086,519.14	11,359.93	1.58%	10.14%
General Fund	4,345,348.18	13,716,240,02	(14,068,361,35)	3.993.226.85	-,,	,		
Title 125	59,439.74	26,103.20	(36,693.03)	48,849,91				
Police Credit Card	54,614,41	33,661.50	(30,431,20)	57,844,71				
Parks & Rec Counter Credit Card	9,015.66	6,005,00	(11,015,50)	4.005.16				
Tax Payment Account #2	740,237,79	4,401,997,26	(4,500,000.00)	642,235,05				
Parks & Rec Online Credit Card	8,583.25	12,930.00	(6,291.01)	15,222,24				
Health Insurance	138,285,68	491,908.62	(546,830.80)	83,363,50				
Tax Payment Account	18,375.73	596.0	3	18,375,73				
EMS	234,809.03	109,708,09	(121,121.13)	223,395.99				
0	5		,	9.0				
DANA Investment Advisors	5,790,599.07	13,754,91	(91,080.41)		5,713,273.57	12,955.14	2.53%	11.39%
BMO Global Asset Management	4,709,257.74	13,596,67	(8,216.85)		4,714,637.56	13,069.32	2.26%	9.40%
American Deposit Management (ADM)	4,361,408.86	3,457.52	(4,361,408.86)		3.457.52	3,457.52	1.15%	0.01%
*ADM General Account Balance	0.00	(36)		0.00		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Local Government Investment Pool (LGIP)	28,313,320.10	3,875,663,32	(3,677,758.49)		28,511,224.93	27,161.21	1.14%	56.85%
"LGIP General Account Balance	21,017,379 11	3,869,509.16	(2,596,508.49)	22,290,379,78	, ,	21,007.05	,.,	
**Ehlers Investment	6,112,456.67	13,536,61	(494,73)		6,125,498.55	8,729.76	2.0070%	12.21%
Angle of the collection of the	6,112,456.67	13,536.61	(1,450.89)		6,124,542.39			
Total Balance	54,895,751.91	22,718,562.72	(27,459,703.36)	.75	50,154,611.27	76,732.88		

^{**}Ehlers balance is first shown gross of fees to balance to their monthly report; below that is shown net of fees for comparison purposes. Also, due to multiple CD's in the account, interest/dividends may not be earned monthly; *General Account Balance shown separately and is also part of the total account listed above; although it is used for cash flow purposes, a portion may be allocated for specific uses and may not be available for general purpose spending

Excludes Police Forfeiture Account;

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

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

	Tax Collection Deposits				
Tax Payment Account #2				Distribution to othe	r Taxing Jurisdictions
City Deposit (Counter, Drop Box, Mail)	3,783,680 53			(February and March	Collections distributed in
Gov Tech	463,210 39			STATE	\$ -
Credit Card	155,106.34			COUNTY	\$1,486,274.29
Total Tax Payment Account #2		4,401,997.26		MMSD	\$ 511,117.44
				SCHOOL	\$2,752,166.26
Tax Payment Account				MATC	\$ 367,469.43
Tri City Payments (At Bank, Lockbox)		**		UTILITY	\$ 22,638.17
				TOTAL DIST	\$5,139,665.59
Total Tax Collection Deposits	Ge	4,401,997.26	7.34% of Total Tax Levy	TAX REFUNDS	\$ 34,170.64
ase note the City uses two bank accounts for tax collection; one for	payments processed by the City (account #2) and the other for pa	yments processed by our bank	CITY	\$2,572,529.73
				AL ASSESSMENTS	492.61
epared for Common Council; cc Finance Committee			9	PECIAL CHARGES	47,815.98
				INTEREST	11,033.40
rbara Guckenberger, CMTW			TC	TAL COLLECTION	\$7,805,707.95
ty Treasurer				*Less lottery credit	1,329,001,41
		plus p	ersonal property tax collected but p	reviously distributed	416,840.10
		No	n Cash adjustments (Correction of	Errors; CC reversal)	\$ 1,500.00
			T	OTAL COLLECTED	\$9,553,049.46
			N	March Tax Collection	4,401,997.26
				Feb Tax Collection	2,493,049.38
					6,895,046.64



Meeting Date: May 5, 2020

Item No. ()

COMMON COUNCIL REPORT

Item:	Publication and Write-off of the 2018 Delinquent Personal Property Tax.
Recommendation:	That the Common Council authorize the publication and write-off of the 2018 delinquent personal property tax per the attached reports.
Fiscal Impact:	Enhance collection efforts and budgeting procedures while improving the accuracy of the City's financial position.
Critical Success Factor(s):	 □ Vibrant and Diverse Cultural Opportunities □ Thoughtful Development and Prosperous Economy □ Safe, Welcoming, and Engaged Community □ Inspired, Aligned, and Proactive City Leadership ☑ Financial Stability □ Quality Infrastructure, Amenities, and Services □ Not Applicable

Background: The City's policy on the handling of delinquent personal property tax is established through resolution no. 11637-081815. Item 5 of the policy states: By the following June 1, regardless of whether in collection or in legal proceedings will be noticed in the City's official newspaper, showing the taxpayer's name and/or business name, address, the delinquent principal amount plus interest. By the following June 1, the Treasurer shall also prepare a list of names and amounts of delinquent personal property for which the likelihood of collection appears remote, which shall be written off the books subject to approval by the Common Council; however, collection efforts will continue.

Therefore, I respectfully request that the Common Council authorize the publication and write-off of the 2018 delinquent personal property tax as detailed on the attached reports and as follows:

\$5,514.07 to be approved for publication in the City's official newspaper. Any accounts that have prior year delinquencies are indicated as "Multiple Year's". Accounts that are not allowable by law to be published have been noted and subtracted from the total. We will also post it on the city website until August 1st.

\$2,537.41 to be approved for removal from the City's general account.

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

Options/Alternatives: The Common Council could deny the write-off and/or publication of the 2018 delinquent personal property tax and the City portion would remain on the books as a current receivable.

Respectfully submitted:

Andrew J. Vickers, MPA

City Administrator

Prepared:

Barbara Guckenberger, CMTW

City Treasurer

Fiscal Review:

Bridget M. Souffrank

Assistant City Administrator/Comptroller

Attachments: 2018 Delinquent List for publication and write-off; Tax Program (GCS) 2018 Delinquent Personal Property Tax Report; Policy and Resolution on Handling of Delinquent Personal Property Taxes.

CITY OF OAK CREEK WRITE-OFF AND PUBLICATION			1					
WKITE-OFF AND FOBLIGATION			-					
2018 DELINQUENT PERSONAL PROPERTY						Total Due f	or May	
	Princ	Portion of pal Only	Amo	cipal ount Only	Including Interest & Penalty			MIN TIOLE
PERSONAL PROPERTY NAME AND ADDRESS		RITE-OFF MOUNT		IARGED BACK		AMOUNT	PUBLISH	MULTIPLE YEARS
Absolute Clean	\$	52.82			\$	65.50	X	
7760 S 6th Street								
Amiran Biochemicals LLC	\$	167.07	\$	352.58	\$	644.36	Х	
7221 S 10th St					-			
Apna Bazaar LLC	\$	67.91	\$	143.33	\$	261.94	Х	Х
104 E Drexel Ave								
AST Logistics	\$	105.62			\$	130.97	Х	
10020 S Reinhardt Dr								
Atmosphere Construction LLC	\$	8.16	\$	17.20	\$	31.45	Х	Х
7425 S Chapel Dr								
Autumn Oaks	\$	44.37			\$	55.02	Х	X
1110 W Oakwood Rd								
B & W Heating & Cooling	\$	35.90			\$	44,51	X	Х
9473 S Chicago Rd								
Ball Park Heroes 8880 S Howell Ave	\$	57.73	\$	121.82	\$	222.64	X	X
8880 S Howell Ave							- V	
Bentley's Pet Stuff 7940 S 6th St Ste 103	\$	9.59	-		\$	11.89	Х	
						78.59	X	
Scott A Brothen, AIA DBA Tailored Places, LTD	\$	63.38	1		\$	70.35		
980 E Drexel Ave								
CGI	\$	21.14			\$	26.21	Х	X
7760 S 6th St #200								
Cinderella's Threads	\$	101.90	\$	214.97	\$	392.92	Х	Х
8652 S Market PI								
Diane's Second Chance Saloon	\$	12.21	\$	25.81	\$	47.14	Х	
9430 S 27th St			-		-			
Drawing Board Studio	\$	21.14			\$	26.21	Х	
8624 S Market PI	+-		-					
El Fogon Tacos & Beer	\$	180.00	\$	379.79	\$	694.14	Х	
8701 S Howell Ave Ste B								
Express Cleaners	\$	34.64	\$	73.08	\$	133.58	Х	
2345 W Ryan Rd Ste B		- Horizontal				-	V	
I Will Enterprise Inc 7071 S 13th St 204	\$	20.39	\$	42.99	\$	78.59	Х	
				71.05	-	400.07	×	X
Michael Janikowski DBA Bluebird Antiques	\$	33.97	\$	71.65	\$	130.97	^	^
8625 S Market PI								
Laura Kohn-La Pinske	\$	88.72			\$	110.02	X	
DBA Helpful Solutions Billing Svc LLC								
1000 E Marquette Ave					_			+

WRITE-OFF AND PUBLICATION									
						7.1.15			
2018 DELINQUENT PERSONAL PROPERTY	City	Dortion of	Deir	ncipal	-	Total Due fo	or may		
		Portion of pal Only		ount Only	100	ncluding Interes	t & Penalty		
PERSONAL PROPERTY NAME AND		RITE-OFF		IARGED	1	icidoling intoice	l or a crioney	MULTIPL	
ADDRESS		MOUNT		BACK	A	MOUNT	PUBLISH	YEARS	
Steven R Mcdonald LLC	\$	52.82			\$	65.50	Х		
7280 S 13th St Ste 103									
MMA USA Tae Kwondo	\$	33.97	\$	71.65	\$	130.97	X		
930 E Rawson Ave			-						
Nava Coma Oak Craak II C	\$	477.42	-		\$	592.00	X		
Nova Gyms Oak Creek LLC 6508 S 27th St	Φ.	411.42	-		-	002.00	- "		
0500 S 27th St			_						
Prodigy Salons	\$	138.59	\$	292.37	\$	534.39	X	X	
8880 S Howell Ave Ste 1100									
William Section (Control of Control of Contr									
RBJ Restaurant Group LLC	\$	19.95			\$	24.74	Х	X	
DBA Papa John's Pizza #2418									
8645 S Howell Ave			-						
		33.97	\$	71.65	\$	130.97	×	X	
Ridgeline Builders	\$	33.91	1	71.00	Ψ	130.51		- ·	
8880 S Howell Ave Ste 1200			+-		-				
Tayiss LLC	\$	42.25	+		\$	52.39	X	X	
7278 S Delaine Dr	++-								
7210 O DOMING DI									
The Snack Factory	\$	105.62			\$	130.97	X		
10020 S Reinhart Dr									
	1	0.00	-	14.31	\$	26.21	X	X	
Tri-Star Recycling	\$	6.83	\$	14.31	Ф	20.21			
6524 S 13th St	+		-		-				
Unity Fitness and Training	\$	26.90	_		\$	33.35	X		
9823 S 13th St									
0020 0 1001 0									
Vapours Penthouse LLC	\$	7.70	\$	16.22	\$	29.66	X		
400 W Drexel Ave Unit A								-	
AA000-000-00-00-00-00-00-00-00-00-00-00-		40.4.70			s	576.27	X		
Vertical Works, Inc	\$	464.73	-			3/0.27	 ^ -		
3834 E Puetz Rd			-						
DELINQUENT TOTAL	\$	2,537.41	\$	1,909.42	\$	5,514.07			
Bankruptcies/Receiverships/Corrections					\$:# C		-	
Under \$10					\$	5,514.07			
DELINQUENT PUBLICATION TOTAL					79.0	9,911.01			
	0"-	- Interest C	Zone"		\$	2,537.41			
Outstanding Total City Portion of Principal for Writ Outstanding Total other Taxing Jurisdictions (Cha	e Offs (n	o interest & i	enall	y)	\$	1,909.42	-	-	
Outstanding Total other Taying Jurisdictions (Cha	rged Bac Penalty)	K)			\$	4,446.83			

REPORT #: TAXYRSUMLST RUN DATE: 04/08/2020 RUN TIME: 04:28:34 PM

THE OPTIONS BELOW WERE USED FOR THIS REPORT:

2018 for Write Off and Publication

Property Type	Personal Property
Tax Years	2018
Municipalities	265 - CITY OF OAK CREEK
Start a new page for each municipality	Yes
Exclude current year amounts is municipality is not settled	No
Limit to District	No
Balance Type	Properties with Postponed and/or Delinquent
Print Property Details	Yes
Owner/Address information to use	Name and Address on record for each year
Print Subtotal for Owner/Address	No
Print Interest and Penalty Due	Yes, using Interest/Penalty Date of 05/31/2020
Print Other Charges	Yes
Limited to Payments Dated on or before	No
Sort by	Municipality, Owner Name, Parcel #, Tax Year
Exclude property for year with flag(s)	(None)

Computer Report Showing Delinquent 2018 Personal Property

Outstanding Total with May 2020 Int & Penalty for Publication

MY = Multiple years

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

REPORT #: TAXYRSUMLST RUN DATE: 04/08/2020 RUN TIME: 04:28:35 PM PAGE: 2

					SPECIALS			
PROPERTY NUME ALT. PROPERTY		OWNER NAME & ADDRESS	TAX YEAR	GENERAL BALANCE BC	SA OTH BALANCE BC BC	MAY 2020 INT & PEN	OTHER CHARGES	TOTAL
9999003600		ABSOLUTE CLEAN 7760 S 6TH ST OAK CREEK WI 53154	2018 TOTAL	52.82 D 52.82	0.00 N N 0.00	12.68 12.68	0.00	65.50 65.50
9999021150		AMIRAN BIOCHEMICALS LLC 7221 S 10TH ST OAK CREEK WI 53154-2021	2018 TOTAL City partion	519.65 D 519.65	0.00 N N 0.00 back	124.71 124.71 352.58	0.00	644.36 644.36
9999024350	MU	APNA BAZAAR LLC 104 E DREXEL AVE OAK CREEK WI 53154	2018 TOTAL City pation	211.24 D 211.24	0.00 N N 0.00 Charge bock	50.70 50.70 143.33	0.00	261.94 261.94
9999010025		AST LOGISTICS 10020 S REINHARDT DR OAK CREEK WI 53154	2018 TOTAL	105.62 D 105.62	0.00 N N 0.00	25.35 25.35	0.00	130.97 130.97
9999030000	my	ATMOSPHERE CONSTRUCTION LLC 7425 S CHAPEL DR OAK CREEK WI 53154	2018 TOTAL City portion	25.36 D 25.36	0.00 N N 0.00 Charaed back	6.09 6.09	0.00	31.45 31.45
9999035000	MY	AUTUMN OAKS 1110 W OAKWOOD RD OAK CREEK WI 53154	2018 TOTAL	44.37 D 44.37	0.00 N N 0.00	10.65 10.65	0.00	55.02 55.02
9999038200	My	B & W HEATING & COOLING 9473 S CHICAGO RD OAK CREEK WI 53154	2018 TOTAL	35.90 D 35.90	0.00 N N 0.00	8.61 8.61	000 000	44.51 44.51
9999039600	MY	BALL PARK HEROES 8880 S HOWELL AVE #600 OAK CREEK WI 53154	2018 TOTAL City portion	179.55 D 179.55 57.73	charged box	43.09 43.09 12].82	0.00	222.64 222.64
9999046900		BENTLEY'S PET STUFF 7940 S 6TH ST STE 103 OAK CREEK WI 53154	2018 TOTAL	9.59 D 9.59	0.00 N N	2.30 2.30	0.00	11.89 11.89
9999061550		SCOTT A BROTHEN, AIA DBA TAILORED PLACES, LTD 980 E DREXEL AVE OAK CREEK WI 53154	2018 TOTAL	63.38 D 63.38	0.00 N N 0.00	15.21 15.21	0.00	78.59 78.59
9999073200	MY	CGI 7760 S 6TH ST #200 OAK CREEK WI 53154	2018 TOTAL	21.14 D 21.14	0.00 N N 0.00	5.07 5.07	0.00	26.21 26.21
9999078435	my	CINDERELLA'S THREADS 8652 S MARKET PL OAK CREEK WI 53154	2018 TOTAL City portion	316.87 D 316.87 101.90	0.00 N N 0.00 Choused bod	76.05 C 214.97	0.00	392.92 392.92
9999104300		DIANES SECOND CHANCE SALOON 9430 S 27TH ST OAK CREEK WI 53154	2018 TOTAL	38.02 D 38.02	0.00 N N 0.00 N N	9.12 9.12 ck 25.8 1	0 ± 00 0 ± 00	47.14 47:14
9999107370		DRAWING BOARD STUDIO	2018	21.14 D	0.00 N N	5.07	0.00	26.21

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

REPORT #: TAXYRSUMLST RUN DATE: 04/08/2020 RUN TIME: 04:28:35 PM PAGE: 3

				SPECIALS			
PROPERTY NUMBER ALT. PROPERTY NUMBER	OWNER NAME & ADDRESS	TAX YEAR	GENERAL BALANCE BC	SA OTH BALANCE BC BC	MAY 2020 INT & PEN	OTHER CHARGES	TOTAL
	8624 S MARKET PL OAK CREEK WI 53154	TOTAL	21.14	0.00	5.07	0.00	26,21
9999121500	EL FOGON TACOS & BEER 8701 S HOWELL AVE STE B OAK CREEK WI 53154	2018 TOTAL Citizper	559.79 b 559.79 tian 180.00	0.00 N N Chargld back	134.35 379.79	0.00	694.14 694.14
9999129900	EXPRESS CLEANERS 2345 W RYAN RD STE B OAK CREEK WI 53154	2018 TOTAL	107.72 b for 34.64	0.00 N N charged bock	25.86 25.86 3.08	0.00	133 58 133 58
9999202990	I WILL ENTERPRISE INC 7071 S 13TH ST 204 OAK CREEK WI 53154	2018	63.38 D 63.38 20.39	0.00 N N Charged bac	15.21	0.00	78.59 78.59
9999205283 MY	MICHAEL JANIKOWSKI DBA BLUEBIRD ANTIQUES 8625 S MARKET PL OAK CREEK WI 53154	2018 TOTAL	105.62 D 105.62	0.00 N N 0.00 Charged back	25.35 25.35	0.00	130 97 130 97
9999219100	LAURA KOHN-LA PINSKE DBA HELPFUL SOLUTIONS BILLING SVC LLC 1000 E MARQUETTE AVE OAK CREEK WI 53154	2018 TOTAL	88.72 D 88.72	0.00 N N 0.00	21.30 21.30	0.00	110.02 110.02
9999390100	STEVEN R MCDONALD LLC 7280 S 13TH ST STE 103 OAK CREEK WI 53154	2018 TOTAL	52.82 D 52.82	0.00 N N 0.00	12.68 12.68	0.00	65.50 65.50
9999270750	MMA USA TAE KWONDO 930 E RAWSON AVE OAK CREEK WI 53154	2018 TOTAL CUTA PO	105.62 D 105.62 Then 33.97	0.00 N N Charged bac	25.35 L 71.65	0.400	130.97 130.97
9999284800	NOVA GYMS OAK CREEK LLC 6500 S 27TH ST OAK CREEK WI 53154	2018 TOTAL	477.42 D 477.42	0.00 N N	114.58 114.58	0 . 00 0 . 00	592.00 592.00
9999334680	PRODIGY SALONS 8880 S HOWELL AVE STE 1100 OAK CREEK WI 53154	2018 TOTAL City per	430.96 D 430.96 tion 138.59	0.00 N N 0.00 Charged boc	103.43 103.43 292.3 1	0.00 0.00	534.39 534.39
9999345100 M S	RBJ RESTAURANT GROUP LLC DBA PAPA JOHN'S PIZZA #2418 11504 W NORTH AVE WAUWATOSA WI 53122	2018 TOTAL	19.95 D 19.95	0.00 N N 0.00	4.79 4.79	0.00	24.74 24.74
9999349900 MY	RIDGELINE BUILDERS 8880 S HOWELL AVE STE 1200 OAK CREEK WI 53154	2018 TOTAL City poul	105.62 D 105.62 105.62	0.00 N N 0.00 Charged bac	25.35 25.35 K 71.65	0.00	130.97 130.97
9999400175 MY	TAYISS LLC C/O OLGA ZVARYCH 7278 S DELAINE DR OAK CREEK WI 53154	2018 TOTAL	42.25 D 42.25	0.00 N N 0.00	10.14	0 - 00 0 - 00	52.39 52.39

OAK CREEK WI 53154

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

REPORT #: TAXYRSUMLST RUN DATE: 04/08/2020 RUN TIME: 04:28:36 PM PAGE: 4

PROPERTY NUMBER ALT. PROPERTY NUMBER	OWNER NAME & ADDRESS	TAX YEAR	GENERAL BALANCE BC	SPECIALS SA OTH BALANCE BC BC	MAY 2020 INT & PEN	OTHER CHARGES	TOTAL
9999400250	THE SNACK FACTORY 10020 S REINHARDT DR OAK CREEK WI 53154	2018 TOTAL	105.62 D 105.62	0*00 N N	25.35 25.35	0.00	130.97 130.97
9999416001 M <i>y</i>	TRI-STAR RECYCLING 6524 S 13TH ST OAK CREEK WI 53154	2018 TOTAL City po	21.14 D 21.14 whon 6.83	0.00 N N 0.00 charged loo	5.07 5.07 CK 14.31	0.00	26.21 26.21
9999429300	UNITY FITNESS AND TRAINING 9823 S 13TH ST OAK CREEK WI 53154	2018 TOTAL	26.90 D 26.90	0.00 N N 0.00	6.45 6.45	0.00	33.35 33.35
9999433100	VAPOURS PENTHOUSE LLC 400 W DREXEL AVE UNIT A OAK CREEK WI 53154	2018 TOTAL City P	23.92 D 23.92 Oution 7.70	0.00 N N 0.00 Charged be	5.74 5.74 Mk 16.22	0.00	29.66 29.66
9999433950	VERTICAL WORKS, INC 3834 E PUETZ RD OAK CREEK WI 53154-3530	2018 TOTAL	464.73 D 464.73	0.00 N N 0.00	111.54 111.54	0.00	576.27 576.27

MILWAUKEE PERSONAL PROPERTY TAX YEAR SUMMARY 265 - CITY OF OAK CREEK REPORT #: TAXYRSUMLST RUN DATE: 04/08/2020 RUN TIME: 04:28:36 PM PAGE: 5

	TAX YEAR	GENERAL	SPECIAL	MAY 2020 INT & PEN	OTHER CHARGES	MAY 2020 TOTAL	NUMBER OF PROPERTIES
CITY OF OAK CREEK TOTALS	2018	4,446.83	0.00	1,067.24	0.00	5,514.07	31
	TOTAL	4,446.83	0.00	1,067.24	0.00	5,514.07	
					ACTUAL #	OF PROPERTIES:	31

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MILWAUKEE PERSONAL PROPERTY TAX YEAR SUMMARY

REPORT #: TAXYRSUMLST RUN DATE: 04/08/2020 RUN TIME: 04:28:36 PM PAGE: 6

	TAX YEAR	GENERAL	SPECIAL	MAY 2020 INT & PEN	OTHER CHARGES	MAY 2020 TOTAL	NUMBER OF PROPERTIES
GRAND TOTAL	2018	4,446.83	0.00	1,067.24	0.00	5,514.07	31
	TOTAL	4,446.83	0.00	1,067.24	0.00	5,514.07	otal

ACTUAL # OF PROPERTIES: 10 60 31

PWIShed

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

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

- 1. Those accounts determined by the City Treasurer to be delinquent as of February 1, will receive a notice of delinquency.
- Those accounts determined by the City Treasurer to be delinquent as of March 1, will receive a copy of this policy and a letter of delinquency from the City Attorney, which will advise the taxpayer of the ramifications of nonpayment.
- 3. If not paid on or before July 31, those delinquent accounts in which the City has no other recourse will be turned over to the City's collection agency. The City Treasurer will work with the collection agency to determine and approve which delinquent accounts will be subject to a lawsuit initiated by the City's collection agency.
- By the following April 1, the City Treasurer may charge back to each taxing jurisdiction within the taxation district, except this state, its proportionate share of those personal property taxes for which the taxation district settled in full the previous year, which were delinquent at the time of settlement, which have not been collected in the intervening year, and which remain delinquent, if the taxes are owed by an entity that has ceased operations, or filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll.
- 5. By the following June 1, regardless of whether in collection or in legal proceedings will be noticed in the City's official newspaper, showing the taxpayer's name and/or business name, address, the delinquent principal amount plus interest.
 - By the following June 1, the Treasurer shall also prepare a list of names and amounts of delinquent personal property for which the likelihood of collection appears remote, which shall be written off the books subject to approval by the Common Council; however, collection efforts will continue.
- 6. An amount equal to any delinquent personal property taxes charged back which are subsequently collected by the taxation district, minus the cost of collecting those taxes, shall be proportionately distributed to each taxing jurisdiction to which the delinquent taxes were charged back. Distributions shall be made on May 15, August 15, November 15 and February 15.

Approval: Darbara Conchenberger

ity Treasurer

Approval:

City Administrator

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

RESOLUTION NO. 11637-081815

BY:	Ald. Gehl	
	The second secon	

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

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

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

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

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

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

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

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

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

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

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

Approved this 18th day of August, 2015.

President Common Council

Passed and adopted this	18 th day of	August	2015.
	G	6 -	
ATTEST:	Mayor		
City Clerk	VÓ	OTE: Ayes <u>6</u> Noes _	0



Meeting Date: May 5, 2020

Item No. 12

COMMON COUNCIL REPORT

ltem:	Creekside Crossing Marketplace Phase II Development Agreement
Recommendation:	That the Common Council adopts Resolution No. 12156-050520 approving the Creekside Crossing Marketplace Phase II Development Agreement with Walden OC, LLC for the design and construction of public improvements for the development located at 7700 S. IKEA Way. (Tax Key Nos. 784-9008, 984-9009-001, 784-9010-001, 784-9013, 784-9014, 784-9016, 784-9024 and 784-9994-001) (Project Nos. 20054 and 20055) (2 nd 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: On April 30, 2019 the City of Oak Creek and Walden OC, LLC entered into a Development Agreement (Phase I) that included public roadway/traffic signal improvements for main access point for a future commercial development "Creekside Crossing Marketplace". Walden OC, LLC has largely completed those Phase I improvements and has since proposed an intention to proceed on Phase II of the development at 7700 S. IKEA Way.

This Development Agreement establishes Walden OC's responsibilities and obligations for the design and construction of the Phase II public improvements, including a new City street (Creekside Crossing Circle) required for a functional site development. The public infrastructure includes water main, sanitary sewer, storm sewer, street lighting, landscaping, concrete pavement, a roundabout and concrete sidewalk. The agreement outlines that the design and construction of these facilities will be in accordance with all City and other applicable local and State codes and agencies' requirements, 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 public improvements would not be permitted to be installed and the site would remain in its current undeveloped state.

Prepared:

Respectfully submitted:

Andrew J. Vickers, MPA City Administrator

Matthew J. Sullivan, PE

Assistant City Engineer

Fiscal Review:

Bridget M. Souffrant

Assistant City Administrator/Comptroller

Approved:

Michael C. Simmons, PE

ichael C. Sinos

City Engineer

Approved:

Brian L. Johnston, PE

Utility Engineer

Attachments: Creekside Crossing Marketplace Phase II Development Agreement, Resolution 12156-050520

RESOLUTION NO. 12156-050520

BY:
RESOLUTION APPROVING THE CREEKSIDE CROSSING MARKETPLACE PHASE II DEVELOPMENT AGREEMENT
TAX KEY NOS. 784-9008, 984-9009-001, 784-9010-001, 784-9013, 784-9014, 784-9016, 784-9024 and 784-9994-001
(2 nd ALDERMANIC DISTRICT)
apter 14 of the City of Oak Creek Municipal Code requires that a D nto prior to the required public improvements being installed.
ORE BE IT RESOLVED by the Common Council of the City of Oak Cro

WHEREAS Chapter 14 of the evelopment Agreement be entered into prior to the

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the Development Agreement, attached hereto and incorporated herein by reference, by and between WALDEN OC, LLC 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 5th day of May, 2020.

Passed and adopted this 5th day of May, 2020.

Kenneth Gehl, Common Council President
a
Daniel J. Bukiewicz, Mayor
VOTE: Ayes Noes

CREEKSIDE CROSSING MARKETPLACE PHASE II DEVELOPMENT AGREEMENT Document Title

Document Number



Recording Area

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

784-9008, 984-9009-001, 784-9010-001, 784-9013, 784-9014, 784-9016, 784-9024 and 784-9994-001

Parcel

Identification Number (Pin)

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between WALDEN OC, LLC, 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 situated in the City of Oak Creek, County of Milwaukee and State of Wisconsin, to-wit:

Lots 1, 3 and 4 of Certified survey Map No. _____, being a division of Lot 1 of Certified Survey Map No. 9152, recorded on August 7, 2019 as Document No. 10895711, all being

a part of the Northwest ¼ and Southwest ¼ of Southeast ¼ of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Said lands contain 950,039 square feet or 21.8099 acres, hereinafter called the "Property"; and

WHEREAS, the Developer has submitted a preliminary site plan for a commercial planned unit development titled Creekside Crossing Marketplace, Tax Key No. 784-9024-000 located at 7700 S. Ikea Way, 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 commercial 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 make and install any public improvements reasonably necessary for the Development; and

WHEREAS, Developer will submit to the City final engineering plans which, when approved by the City, shall set forth the final plans and specifications of the improvements necessary for the Development; and

WHEREAS, the City's Capital Improvement plan and budget does not now 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 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. <u>Final Engineering Plans</u>. Any reference herein to "Final Engineering Plans" shall mean those certain engineering plans prepared by Graef with the last revision date, to be approved and signed by the City Engineer.
- 2. Existing Improvements The Development is served and will benefit by existing sanitary

- sewer and water main in S. Ikea Way and W. Drexel Avenue.
- 3. <u>Deferred Special Assessments</u> There are no outstanding special assessment payments required for this Agreement.
- 4. <u>Impact Fees</u> 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 a building permit is issued.
- 5. <u>Conditions and Time Period to Install Improvements</u> The Developer, entirely at its expense, shall, upon receipt of the notice to proceed from the City, complete the public improvements, hereinafter called the "Improvements", in accordance with the requirements set forth in Exhibit A and as set forth in the Final Engineering Plans.
 - A. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate all public roadway Improvements along Creekside Crossing Circle to the City.
 - B. In the event the Developer does not complete the installation of the Improvements in accordance with the Final Engineering Plans or the terms of Exhibit A, the City shall, upon written notice to the Developer and the expiration of a reasonable cure period (3 months from certified receipt of notice, to be reasonably extended due to force majeure or other factors beyond Developer's control), 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 5.
- 6. <u>Items Prior to Construction</u> Prior to the commencement of construction of required Improvements for a phase, the City Engineer shall:
 - A. approve all plans required in Exhibit A and the Final Engineering Plans, as the case may be, which approval shall not be unreasonably withheld, delayed, or conditioned.
 - B. issue a Notice to Proceed for the applicable phase to the Developer.
 - C. arrange a preconstruction conference.

- D. receive all pertinent approvals from the Milwaukee Metropolitan Sewerage District ("MMSD"), the State of Wisconsin Department of Natural Resources, Wisconsin Department of Transportation or other required jurisdictional agencies for the applicable phase. 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.
- E. make arrangements for the City to inspect the proposed construction.
- 7. <u>Building Occupancy Approval</u> 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 the Final Engineering Plans, Exhibit A and applicable City requirements and (i) proof of the public infrastructure costs associated with any streets, lights, signals and trees, have been filed with the City Finance Director 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 applied for by Developer.
- 8. 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, 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.
- 9. 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 (1) year from the date of final approval of the subject phase of the Improvements. The maintenance obligations regarding streets shall begin upon start of earth moving operations on site and terminate upon completion of public Improvements in accordance with the Final Engineering Plans, Exhibit A and all other provisions within this Agreement. Until that time, responsibility for the adjacent public streets will be assigned as follows:
 - A. Repair of project related damages to the pavement of S. Ikea Way and W. Drexel Avenue due to construction operations, and including street sweeping, shall be the Developer's responsibility until the final approval and City acceptance of the Improvements. Snow plowing along S. Ikea Way and W. Drexel Avenue will be 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 time to cure, perform such with its own forces or hired contractors 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 Improvements.
- 10. <u>Hold Harmless</u> The Developer shall, for a period of one (1) year from the date of final City 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) the use of road Improvements prior to their formal dedication to the City as provided in Paragraph 5(A) hereof.

11. Financial Guarantees and Billing

- A. No letter of credit or bond is required under this Agreement.
- Security Deposit Prior to and as a condition of public Improvement dedication В. approval, the Developer shall deposit \$75,000, in cash or certified check, 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 following the expiration of any applicable notice and cure period, 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 deposit 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.
- 14. <u>Inspection</u> The City or its agents shall, at the Developer's cost, provide full-time inspection of all the Improvements outlined in Exhibit A to the Agreement.
- 15. <u>Declaration of Restrictive Covenants and Easements</u> The Developer shall prepare and submit for review and approval, a draft Declaration of Restrictive Covenants and Easements governing the proposed site development. The City-approved Declaration of Restrictive Covenants and Easements shall be recorded separately with the Register of Deeds for Milwaukee County, Wisconsin. Said restrictions shall incorporate, but not be limited to those set forth in Exhibit E of this Agreement.
- 16. <u>Easements</u> The Developer shall acquire and dedicate to the City all public easements and right-of-way necessary to install and maintain public Improvements required by this Agreement. Permanent easements and deeds, on forms acceptable to the City, on or through private lands, shall be negotiated and obtained by the Developer, at its expense. The Developer shall provide just compensation for the easements in accordance with the City's easement acquisition policy. In the event of any acquisition or taking by the

City of any portion of the Property, in addition to the value of the Property taken, the compensation provided to the Developer by the City shall include a reimbursement of 50% of the costs of the Improvements located on or adjacent to and to the benefit of the portion of the Property so acquired or taken by the City.

- 17. <u>Changes to Plans and Specifications</u> The City Engineer may, after consultation and agreement with the Developer, make reasonable changes to the Final Engineering Plans which are reasonably necessary to (i) correct oversights, omissions, and errors, (ii) compensate for changing site conditions, or (iii) complete fully the work in accordance with sound engineering practice. The Developer shall perform the work as changed entirely at its expense without any claim for reimbursement.
- 18. <u>Notices</u> If notice is required to City or Developer it may be given by reputable overnight delivery service, prepaid and addressed as follows:

If as to City:

City of Oak Creek
Oak Creek City Hall

8040 S. 6th Street

Oak Creek, Wisconsin 53154 Attention: City Engineer

With a copy to:

City of Oak Creek Oak Creek City Hall 8040 S. 6th Street

Oak Creek, Wisconsin 53154

Attention: City Attorney

If as to Developer:

Walden OC, LLC

720 East Wisconsin Avenue Milwaukee, Wisconsin 53202 Attention: Kevin Kennedy

With a copy to:

Walden OC, LLC

720 East Wisconsin Avenue Milwaukee, Wisconsin 53202

Attention: Frank Shaw

The persons to whom notice should be sent may be changed in writing from time to time by sending notice to the other party as provided herein.

19. Miscellaneous

- A. All construction required by this Agreement shall be carried out and performed in a sequence to be mutually agreed to by Developer and the City Engineer.
- 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. Upon Developer satisfying all of its obligations under this Agreement, the Common Council of the City of Oak Creek shall adopt a resolution 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.
- I. Reference is hereby made to that certain Creekside Crossing Marketplace Development Agreement between the parties hereto dated April 30, 2019 and recorded in the Milwaukee County Register of Deeds on May 8, 2019 as Doc. No. 10868556 (the "Phase I Development Agreement"). The City hereby represents and warrants that all "Improvements" required to be completed by Developer under the Phase I Development Agreement have been completed and accepted by the City, except the items specifically set forth on Exhibit C hereto (if any). The City further represents and warrants that to the extent any items are set forth on Exhibit C, no such items shall impact (a) the property being acquired by Oak Creek Hotel Ventures, LLC or its assignees (collectively, "Hotel Developer") from Developer for purposes of developing a hotel and conference center or (b) Hotel Developer's ability to obtain any building or other permits from the City.

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.

In presence of:	WALDEN OC, LLC
STATE OF WISCONSIN) SS.) MILWAUKEE COUNTY)	By: Kevin C. Kennedy, Director
Kevin C. Kennedy of WALDEN OC, L	is day of, 2020, the above-named LC to me known to be the person who executed the to be such Director of said corporation, acknowledged ent as such officer.
	ry Public, Milwaukee County, WI ommission expires

(signatures co	ntinued on following page) CITY OF OAK CREEK
	Daniel J. Bukiewicz, Mayor
	Countersigned:
	Catherine A. Roeske, City Clerk
STATE OF WISCONSIN) SS.)	
MILWAUKEE COUNTY)	
BUKIEWICZ, Mayor and CATHERINE A corporation, CITY OF OAK CREEK, to m instrument to me known to be such Mayacknowledged that they executed the form	day of, 2020, DANIEL J. ROESKE, City Clerk, of the above-named municipal e known to be the persons who executed the foregoing yor and City Clerk of said municipal corporation, and egoing instrument as such officers, as the deed of said authority, and pursuant to Resolution No.

adopted by its Come, 2020.	mon Council on the day of
	Melissa L. Karls, Notary Public Milwaukee County, Wisconsin My commission is permanent.
This instrument was drafted by Matthew J. Department.	Sullivan of the City of Oak Creek Engineering
Approved as to form:	
Melissa L. Karls, City Attorney	

EXHIBIT A

CITY OF OAK CREEK CITY ENGINEER'S REPORT CREEKSIDE CROSSING MARKETPLACE PHASE II DEVELOPMENT

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, all of which will be provided with greater specificity on the Final Engineering Plans, which are incorporated herein by reference:

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 and condition and proposed finished floor 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.
- 4. Storm water management plan that meets current City Ponding Ordinance requirements along with the MMSD Chapter 13 storm water requirements.
- 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. ± 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. For each phase of construction of the Improvements, prior to installation, Developer shall perform rough grading to within 6" of proposed subgrade, including planned pavement areas, building pad, drainage swales, and buried utility alignments.
- D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching as soon as possible to prevent erosion.
- E. The Developer, at its expense, shall provide detailed soil analysis and compaction results by a competent soils engineer for all areas requiring fill. 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 stabilize with vegetative cover.. Developer may request to remove excess topsoil from the site with a written request detailing the removal methods to the City Engineer. No excess topsoil shall be removed without the written authorization from the City Engineer.

III. STORM DRAINAGE SYSTEM

A. Required Improvements

Design, install, and provide a complete storm drainage system, including culverts, curb and gutter, storm sewer and/or open ditches as required to adequately convey surface water from and through the development. Storm sewer shall not be considered public infrastructure and shall be owned and maintained by the Developer or its assignee.

B. Plans and Specifications

1. Storm sewer plans.

- 2. Storm sewer calculations.
- 3. Storm sewer system plan update.
- 4. Flood plain compensation calculations.
- C. Additional considerations will be required on all ditch slopes exceeding five percent. All roadside ditches or areas within drainage easements shall have a minimum one percent slope. Ditch flow line slopes with less than one percent will require storm sewer.
- D. All roof drains and sump pumps will discharge into a storm sewer or to other outlets approved by the City Engineer.

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

Control plan for land-disturbing activities showing existing contours onto adjacent lands to the extent that allows the determination of drainage patterns pre and post construction. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

- 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 in accordance with the City's Erosion Control Ordinance and all applicable State and Federal requirements. This does not apply to the immediate building site area which is subject to men and equipment working in and around the perimeter of a new structure.

V. SANITARY SEWER

A. Required Improvements

Design, install, and provide a complete private interceptor sanitary sewer system designed to meet the ultimate needs of this development and all tributary areas, in accordance with the City's sanitary sewer system plan with rules, regulations and procedures of the City, MMSD, and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

- 1. Sanitary sewer plans, specifications, and design calculations.
- The City will furnish "as-built" plans of the entire system, including location and elevation of laterals to mains to meet MMSD requirements. All other "as-built" requirements are the responsibility of the Developer.
- 3. Sanitary sewer system plan update.
- 4. All reports required by MMSD, the State of Wisconsin, and Southeastern Wisconsin Regional Planning Commission.
- 5. Separate sanitary sewer easements for the site, where appropriate, shall be recorded.
- C. Upon completion, furnish and provide to the City a complete summary of the actual construction costs for sanitary sewer.

VI. WATER

A. Required Improvements

Design, install, and provide a complete public water distribution system and install water main designed to meet the ultimate needs of this development and all tributary areas, in accordance with the City's water main system plan and with the rules, regulations, and procedures of the City and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Water main plans, specifications, design calculations, and copies of all easements.

- 2. The City will create "as-built" plans of the entire system, including hydrant and valve locations, and the location and elevation of laterals, all for the use of the City of Oak Creek Water and Sewer Utility. All other "as-built" requirements are the responsibility of the Developer.
- 3. Separate water main easements for the site, where appropriate, shall be recorded.
- C_{*} Upon completion, furnish and provide to the City a complete summary of the actual construction costs for water distribution, itemized in sufficient detail to satisfy the requirements of the Public Service Commission of the State of Wisconsin in establishing or revising a rate base.
- D. Provide hydrant marker flags for each installed public fire hydrant.

VII. STREETS

A. Required Improvements

Roadway construction will be a variable width with 31" concrete curb, parking, concrete pavement and one roundabout. The pavement section shall be comprised of a 6" crushed stone base, pavement edge drains, 31" curb and gutter section, 8" doweled concrete pavement, permeable concrete pavers, 6' sidewalk, street lighting and landscaping.

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

B. Plans and Specifications

- 1. Street plans, including plan and profile view, road cross-section and specifications.
- Proposed established street grade drawing.
- C. If additional right-of-way is needed for the construction of Creekside Crossing Circle this shall be dedicated to the City prior to final acceptance.
- D. Clean-up, repairs, and restoration of all pavement, subgrade, shoulder, curb and gutter or landscaping defects shall be performed prior to the final acceptance by the City.

VII. STREET LIGHTING

A. Required Improvements

A 480-volt LED street lighting system including poles, fixtures, controller, concrete anchor bases, cable-in-duct, junction boxes and other appurtenances is required.

B. Plans and Specifications

- 1. Street lighting plans, on the paving plans, showing the anchor base, C-N-D, controller, and junction box locations.
- Lighting design calculations.
- C. The Developer shall be required to maintain/repair the street lighting until the streets are dedicated to the City.
- D. The luminaire to be LED as approved by the Engineering Department.

VIII. 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_i repair all damage to roads 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. acquire all required underground utility easements.
- E. show all sanitary, drainage, and other public utility easements on the certified survey map or plat. If required easements are omitted, or errors are detected on the CSM or plat, the Developer shall make all necessary modifications to the CSM or plat at its expense.
- F. design and install all required sidewalk and/or bikeways.

IX. 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.

X. 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 (not to be unreasonably withheld or delayed) 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 by:		
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

We, the undersigned being the Owners of the property that shall benefit by the following proposed public improvements:

streets, street lights, water main, sanitary sewer and drainage facilities

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.

construction of such improvement.	wleage the benefit to our properties from the
Description of premises that shall benefit:	15
Lots 1, 3 and 4 of Certified survey Map No Survey Map No. 9152, recorded on August 7, a part of the Northwest ¼ and Southwest ½ North, Range 22 East, in the City of Oak Cre	, 2019 as Document No. 10895711, all being 4 of Southeast $\frac{1}{4}$ of Section 7, Township 5
Said lands contain 950,039 square feet or 21	1.8099 acres.
WALDEN OC, LLC	
By: Kevin C. Kennedy Director	Date

EXHIBIT C

CREEKSIDE CROSSING MARKETPLACE DEVELOMENT PHASE 1 NON-ACCEPTED ITEMS

Reference is hereby made to that certain Creekside Crossing Marketplace Development Agreement between the parties hereto dated April 30, 2019 and recorded in the Milwaukee County Register of Deeds on May 8, 2019 as Doc. No. 10868556 (the "Phase I Development Agreement"). The City hereby represents and warrants that all "Improvements" required to be completed by Developer under the Phase I Development Agreement have been completed and accepted by the City, except the items specifically listed below;

- Traffic Signals
- Final Restoration
- Stormwater Pond Grade Certifications
- Floodplain Compensation Grade Certifications



Meeting Date: May 5, 2020

Item No. 13

COMMON COUNCIL REPORT

Item:	PP/II Phase 2 Lateral Inspection Contract
Recommendation:	That the Common Council considers a motion to award the Private Property Infiltration & Inflow (PP/II) Phase 2 Lateral Inspection unit price contract to Green Bay Pipe & TV LLC at the estimated cost of \$12,740.00. (Project No. 18035) (4 th Aldermanic District)
Fiscal Impact:	Funding for the project would come from CIP Project No. 18035, with full reimbursement from MMSD.
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: In December 2018, the Council passed resolutions approving a Private Property Infiltration and Inflow (PP/II) Reduction Policy and a Funding Agreement with MMSD to proceed with a PP/II project.

Engineering has been working with MMSD and their consultant to develop a plan, and to request and review proposals for the Phase 2 CCTV inspection of the sanitary laterals for the identified candidate homes in Oakview No. 3 subdivision. Oakview No. 3 has been identified as a neighborhood that has high PP/II and therefore is a priority candidate for this project.

The following three proposals were recently submitted for the CCTV Phase 2 lateral inspection work:

Contractor	Proposal
Green Bay Pipe & TV LLC	\$12,740.00
PipeTek	\$13,100.00
NPR	\$47,800.00

The recommendation from staff and the design team is for this CCTV contract to be awarded to Green Bay Pipe & TV. This contractor performed the CCTV work last year during Phase 1 and their work was satisfactory.

This is a unit price contract, so bids have been evaluated based on estimated quantities. City payments to the contractor will reflect actual completed and measured quantities.

This is just the first step in a two-step PP/II project. Upon completion of the CCTV inspection portion, detailed design of the appropriate repairs will be completed and the resultant design and bid documents will be advertised for public bidding and construction as soon as possible this summer.

Options/Alternatives: To not proceed with the project would be counter to the City's intentions that were established when it approved the PP/II Policy and entered into the MMSD Funding Agreement.

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: PP/II Phase 2 Project Area Graphic

Oak Creek's Private Property Infiltration & Inflow Reduction Program - Phase 2 - Lateral CCTV Inspections





Meeting Date: May 5, 2020

Item No.

COMMON COUNCIL REPORT

Item:	License Committee Report	
Recommendation:	That the Common Council grant the various license requests as listed on the 5/5/20 License Committee Report.	
Fiscal Impact:	License fees in the amount of \$225.00 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 5/5/20 council meeting. Tentative recommendations are as follows (favorable background reports received):		
 1. Grant an Operator's license to: * Philip H. Kelley (Meijer) * Bobbie J. Kleppin (7-Eleven) 		
2. Grant a Change of Agent to Kwik Trip #422, 9535 S. 13 th St., from Brian Todd to Clinton Wight, 10043 Saratoga Dr., Caledonia.		
Options/Alternatives: None		
Respectfully submitted: Andrew J. Vickers, MPA Prepared: Christa J. Miller, CMC/WCMC		
City Administrator	Deputy City Clerk	
Bridget M. Souffrant Assistant City Administrator/Comptroller		

Attachments: None



Meeting Date: May 5, 2020

Item No. 15

COMMON COUNCIL REPORT

Item:	Vendor Summary Report	
Recommendation:	That the Common Council approve the April 29, 2020 Vendor Summary Report in the total of \$294,780.54.	
Fiscal Impact:	Total claims paid of \$294,780.54.	
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 not	te are the following payments:	
1. \$105,756.00 to Advanced Disposal (pg #1) for March recycling and trash pickup.		
2. \$9,426.90 to Bailey Nursuries (pg #2) for trees.		
3. \$22,199.39 to Baycom, Inc. (pg #2) for radio service agreement and maintenance.		
4. \$5,741.00 to DoorMaster Garage Door Co. LLC (pg #5) for Station 1 garage door repair.		
5. \$6,702.96 to E. H. Wolf & Sons, Inc. (pg #5) for fuel inventory.		
6. \$8,177.02 to Enterprise FM Trust (pg #5) for DPW vehicle lease monthly payment.		
7. \$24,046.76 to Oak Creek Water & Sewer Utility (pgs #11-12) for digger's hotline and water/sewer quarterly fees.		
8. \$5,980.00 to Pieper Electric, Inc. (pg #12) for trench and cable run to fuel island.		
9. \$39,953.12 to WE Energies (pgs #14-15) for street lighting, electricity & natural gas.		
Options/Alternatives: None		

Andrew J. Vickers, MPA

Respectfully submitted:

City Administrator

Prepared:

Kristina Strmsek Staff Accountant Fiscal Review:

Bridget M. Souffrant

Assistant City Administrator/Comptroller

Attachments: 4/29/20 Invoice GL Distribution Report