



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

## COMMON COUNCIL MEETING AGENDA

JUNE 15, 2021  
7:00 P.M.

Daniel Bukiewicz - Mayor  
Steven Kurkowski - 1<sup>st</sup> District  
Greg Loreck - 2<sup>nd</sup> District  
Richard Duchniak - 3<sup>rd</sup> District  
Michael Toman - 4<sup>th</sup> District  
Kenneth Gehl - 5<sup>th</sup> District  
Chris Guzikowski - 6<sup>th</sup> 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: 6/1/2021.

### Recognition

4. **Motion:** Consider a *motion* to approve the retirement of K-9 Nox and concur with the Transfer of Ownership Agreement which conveys ownership of Nox to Officer Dawn Hanizeski (by Committee of the Whole).
5. **Council Proclamation:** Consider *Council Proclamation* No. 21-10, recognizing the retirement of K-9 Nox, the seventh police service K-9 for the City of Oak Creek (by Committee of the Whole).

### Old Business

6. **Ordinance:** Consider *Ordinance* No. 3011, approving a Conditional Use Permit amendment to allow 24/7 operations on a portion of the property at 561 W. College Ave. (held 6/1/21)(1<sup>st</sup> District).

### New Business

7. **Motion:** Consider a *motion* to concur with the Mayor's appointment as follows:  
Celebrations Commission – filling a 3-year term vacancy, expiring 4/2022
  - Colleen K. Francisco, 1224 Glen Crossing Dr.

### PUBLIC WORKS & UTILITIES

8. **Resolution:** Consider *Resolution* No. 12248-061521, approving a water main easement at HUB 13, 7581 S. 13<sup>th</sup> Street (Tax Key No. 784-9998-001) (Project No. 20053) (1<sup>st</sup> District).

Visit our website at [www.oakcreekwi.org](http://www.oakcreekwi.org) for the agenda and accompanying common council reports.  
This meeting will be live streamed on the City of Oak Creek YouTube page via <http://ocwi.org/livestream>.

**LICENSE COMMITTEE**

9. **Motion:** Consider a *motion* to grant the various license requests as listed on the 6/15/21 License Committee Report (by Committee of the Whole).

**VENDOR SUMMARY**

10. **Motion:** Consider a *motion* to approve the June 9, 2021 Vendor Summary Report in the total amount of \$1,034,603.20 (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. 6<sup>th</sup> 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

COUNCIL PROCLAMATION NO. 21-10  
BY: COMMITTEE AS A WHOLE

RETIREMENT OF  
CANINE NOX  
The Seventh Police Service K-9 for the City of Oak Creek

WHEREAS, Officer Dawn Hanizeski was chosen to become a K-9 handler and was sent for training/introduction to dual-purpose K-9 Nox in April 2013; and

WHEREAS, Officer Dawn Hanizeski and K-9 Nox returned in May of 2013 and began their tour with the Oak Creek Police Department; and

WHEREAS, Officer Dawn Hanizeski and K-9 Nox have responded from home on a moment's notice to calls for police service; and

WHEREAS, during the course of their service to the City of Oak Creek, the team was responsible for numerous apprehensions and the finding of tens of thousands of dollars' worth of narcotics; and

WHEREAS, during Nox's service to the Oak Creek Police Department, he was an integral member of the Emergency Response Unit, having been sent into many buildings to clear areas and making them safe prior to Officers entering those buildings; and

WHEREAS, Officer Dawn Hanizeski was awarded K-9 Track of the Year by The Wisconsin Law Enforcement Canine Handlers' Association in 2019, as well as Narcotics Challenge Champ in 2017.

NOW, THEREFORE, we acknowledge this highly effective team and honorably discharge K-9 Nox from service effective June 25<sup>th</sup>, 2021.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and that the City Clerk is hereby directed to transmit a suitable copy thereof to Officer Dawn Hanizeski.

Passed and adopted this 15<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
Kenneth Gehl, Common Council President

Approved this 15<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

Vote: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_

**COMMON COUNCIL REPORT**

**Item:** Police K-9 Transfer of Ownership

**Recommendation:** That the Common Council approve the retirement of Police K-9 Nox and concur with the Transfer of Ownership Agreement which conveys ownership of Nox to Officer Dawn Hanizeski.

**Fiscal Impact:** No fiscal impact as monies have been donated to the Police Department for the cost of a replacement K-9.

**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:** Police K-9 Nox began service in the City of Oak Creek in 2013. The Police K-9 team of Officer Dawn Hanizeski and K-9 Nox have served the community with diligence for the past eight years. Police K-9 Nox has his best years of fighting crime behind him and it is time for him to retire.

A Transfer of Ownership Agreement is attached. The document specifies that all future costs regarding K-9 Nox will be the responsibility of Officer Dawn Hanizeski as, with this action, we are officially transferring ownership of K-9 Nox to her. Officer Dawn Hanizeski also agrees to accept the responsibility for any and all future needs, including medical, of her retired partner Nox. The Agreement is the same as used for past K-9 retirements, and has had legal review.

**Options/Alternatives:** There are no alternatives to K-9 Nox's retirement.

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Steven J. Anderson  
Chief of Police

Fiscal Review:



Maxwell Gaggin, MPA  
Assistant City Administrator / Comptroller

---

Attachments: Transfer of Ownership

## **TRANSFER OF OWNERSHIP AGREEMENT**

This is an Agreement by and between the City of Oak Creek Police Department (hereinafter the "City"), the Oak Creek Professional Police Officer's Association (hereinafter the "Association") and Officer Dawn Hanizeski. The parties are desirous of working out mutually agreeable arrangements for the retirement of one of the City's canine dogs, Nox, to Officer Dawn Hanizeski.

1. The parties hereby agree that, effective after the City Council approves this Agreement, that at the end of his work shift on June 25, 2021, Nox will be retired from service for the City.

2. As a result of the retirement, the City agrees to transfer ownership of Nox to Officer Dawn Hanizeski at no cost. Officer Hanizeski understands and agrees that the City offers no warranty as to the current or future condition or health of Nox; Officer Hanizeski agrees to accept ownership of Nox "as is" and that she is taking full responsibility for any and all costs associated with the care and maintenance of Nox. This transfer means that all ownership and rights after June 25, 2021, belong to Officer Hanizeski.

3. Officer Hanizeski and the Association agree that they will not put Nox into service as a canine drug/patrol dog for any entity at any time in the future, including actual use in narcotics searches, detection or patrol functions, as well as for any training associated with narcotics searches, detection or patrol functions. Officer Hanizeski and the Association agree not to sell Nox for profit, loan Nox out, or give him away, if the purpose of such transfer is for the purpose of Nox engaging in narcotics detection, searches or patrol functions.

4. Officer Hanizeski and the Association agree that Nox's certification for conducting narcotics detection, searches or patrol functions will expire upon Nox's retirement from service with the City following his work shift on June 25, 2021. Officer Hanizeski and the Association agree that they will not attempt to re-certify Nox for narcotics detection, searches and patrol functions, and will not offer Nox's services to any private or public entity, or personally use Nox for narcotics detection or patrol functions.


5. Officer Hanizeski and the Association agree to hold the City of Oak Creek harmless and also agree to file no claim of any kind, including but not limited to, a grievance, lawsuit, Fair Labor Standards Act action (state or federal), or any other claim or suit arising out of Nox's service to the City, Nox's retirement as a canine drug/patrol dog from the City, or Officer Hanizeski's claim for salary or benefits for prior maintenance and care of Nox.

6. Officer Hanizeski agrees not to retrain Nox for other police-related services (i.e., patrol, search, etc.) for the purposes of financial gain.


7. This document is the full and complete agreement between the parties regarding this matter. The parties' signatures below constitute consent to the Agreement and transfer of ownership of Nox to Officer Hanizeski.

  
\_\_\_\_\_  
Officer Dawn Hanizeski

6/10/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of Oak Creek Police  
OCPPA

6/9/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
On behalf of City of Oak Creek  
Police Department

06/09/2021  
\_\_\_\_\_  
Date

## COMMON COUNCIL REPORT

- Item:** Conditional Use Permit Amendment – Hours of Operation - John Schlueter, Petrichor Holdings, LLC on behalf of Carvana
- Recommendation:** That the Council adopts Ordinance 3011, an ordinance to approve a Conditional Use Permit Amendment to allow 24/7 operations on a portion of the property at 561 W. College Ave.
- Fiscal Impact:** No direct fiscal impact is anticipated with this request. This property is not currently part of a TID.
- 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 Common Council held action on the proposed Conditional Use Permit Amendment at the June 1, 2021 meeting. Conditions and Restrictions were revised to address concerns raised during the hearing regarding the utilization of the driveway adjacent to the residences on the east for delivery vehicles. Section 3(A) now states:

"Deliveries of vehicles for sale for the Carvana operation may occur 24 hours per day, 7 days per week restricted to the areas identified in Exhibit A. Delivery vehicles may not utilize the easternmost driveway during these hours. Deliveries in all other areas per Exhibit B shall occur between the hours of 7:00 AM and 8:00 PM."

Additionally, Section 8 - Duration and Assignment of Conditional Use Permit has been added to specify that the amended Conditional Use Permit is valid for five (5) years or the lease term for Carvana, whichever is less. The 24/7 operations would become invalid at such time the amended Conditional Use Permit expires or Carvana ceases operations. The sections of the Conditional Use Permit pertaining to automobile service (no engine/body repair or paint) and outdoor storage of vehicles would be unaffected by the expiration of the 24/7 operations approval.

June 1, 2021 Report:

The Applicant, on behalf of Carvana, is requesting approval for a proposed amendment to the existing Conditional Use Permit (CUP) for the property at 561 W. College Ave. Council may recall that an amendment to the CUP was approved in February of 2020 (Ord. 2965) for outdoor storage of vehicles on the property for both Carvana and Enterprise. Per the Conditions and Restrictions: "Deliveries of vehicles for sale for the Carvana operation shall occur between the hours of 7:00 AM and 8:00 PM."

---

Carvana is requesting an amendment to allow for 24/7 operations on the west portion of the property as per the submitted exhibit. This is due to coordination issues with delivery of vehicles from the Chicago area, affected by traffic congestion during peak hours. Per the submitted narrative, the allowance for 24-hour operation in the designated area would alleviate the need for vehicle deliveries to queue along College Avenue while waiting for the facility to open. No other changes to the operations or Conditions and Restrictions is included in the request.

After careful consideration at the May 11, 2021 meeting, the Plan Commission recommended 4-3 (2 absent) approval subject to the attached Conditions and Restrictions.

**Options/Alternatives:** Council has the discretion to modify the proposed Conditions and Restrictions as part of the approval of the Conditional Use Permit, or deny the permit amendment request.

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



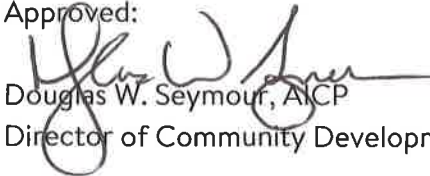
Kari Papelbon, CFM, AICP  
Planner

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

---

Attachments:

Ord. 3011 (Revised)

Proposed Amended Conditions and Restrictions (7 pages)



ORDINANCE NO. 3011

By: \_\_\_\_\_

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS IN  
ORDINANCE NO. 2965 TO ALLOW FOR 24/7 OPERATIONS  
ON A PORTION OF THE PROPERTY AT  
561 W. COLLEGE AVE.

(1<sup>st</sup> Aldermanic District)

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

WHEREAS, Ordinance No. 2665 (The "Ordinance"), which approved a Conditional Use Permit for automobile service and outdoor storage of rental vehicles on the property at 561 W. College Ave. was approved on November 20, 2012; and

WHEREAS, the Ordinance affected the following legally described property;

CERTIFIED SURVEY MAP NO 8522 NE 1/4 SEC 5-5-22 LOT 1.

WHEREAS, Ordinance No. 2965, which approved an amendment to Ordinance No. 2665, to allow for Automobile Service (no engine/body repair or paint) and Outdoor storage of vehicles on the property at 561 W. College Ave. was approved on February 17, 2020; and

WHEREAS, the Applicant, JOHN SCHLUETER, PETRICHOR HOLDINGS, LLC, on behalf of CARVANA, is requesting that the Ordinance be amended to allow 24/7 operations on a portion of the property; and

WHEREAS, a public hearing was held on this matter on June 1, 2020 to hear comments from all who were interested.

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Conditions and Restrictions approved pursuant to Ordinance 2965 affecting the Property hereinabove described are amended as follows:

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Deliveries of vehicles for sale for the Carvana operation may occur 24 hours per day, 7 days per week restricted to the areas identified in Exhibit A. Delivery vehicles may not utilize the easternmost driveway during these hours. Deliveries in all other areas per Exhibit B shall occur between the hours of 7:00 AM and 8:00 PM.

4. DURATION AND ASSIGNMENT OF CONDITIONAL USE PERMIT

This amended Conditional Use Permit is limited in duration to five (5) years from the date of issuance of the amended Conditional Use Permit or the term of the lease with Carvana, whichever is less. Carvana, with the consent of the property owner, may apply for an extension of the amended Conditional Use Permit. The process for extension of the amended Conditional Use Permit shall follow the procedures for approving a Conditional Use Permit as set forth in the Municipal Code (as amended). At such time that Carvana ceases operations at the property, the 24-hour operational provisions of this amended Conditional Use Permit shall expire. The provisions regarding automobile service (no engine/body repair or paint) and outdoor storage of vehicles shall remain unchanged.

SECTION 2: Subsequent Sections (9-12) are renumbered.

SECTION 3: Except as herein modified the conditions and restrictions approved by the Ordinance shall remain in full force and effect.

SECTION 4: The several sections of this ordinance are declared to be severable. If any section shall be declared by a decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 5: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 6: This Ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this 15<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
President, Common Council

Approved this 15<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

**City of Oak Creek – Conditional Use Permit (CUP)  
DRAFT AMENDED Conditions and Restrictions**

**Applicant:** Christian Orr, Carvana  
Enterprise Rent-A-Car (former DTG Operations)

**Approved by Plan Commission:** 5-11-21

**Property Address:** 561 W. College Ave.

**Approved by Common Council:** TBD

**Tax Key Number:** 718-9002-000

(Ord. 3011, Amend. Ords. 2965 & 2665)

**Conditional Use:** Automobile Service (no engine/body repair or paint); Outdoor storage of vehicles

1. LEGAL DESCRIPTION

CERTIFIED SURVEY MAP NO 8522 NE 1/4 SEC 5-5-22 LOT 1.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect.

B. A precise detailed site plan for the area affected by the Conditional Use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) **General Development Plan**

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
  - i) Location(s) and future expansion
  - ii) Number of employees & clients
  - iii) Number of parking spaces
  - iv) Dimensions
  - v) Setbacks
- h) Location(s) of loading berth(s)
- i) Location of sanitary sewer (existing & proposed)
- j) Location of water (existing & proposed)
- k) Location of storm sewer (existing & proposed)
- l) Location(s) of wetlands (field verified)
- m) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

2) **Landscape Plan**

- a) Screening plan, including parking lot screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

3) **Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans
- c) Materials of construction (including colors)

4) **Lighting Plan**

- a) Types & color of fixtures
- b) Mounting heights
- c) Types & color of poles
- d) Photometrics of proposed fixtures

5) **Grading, Drainage and Stormwater Management Plan**

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins (if required)

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction

C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building or occupancy permit.

D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.

- E. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- F. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building or occupancy permit.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Deliveries of vehicles for sale for the Carvana operation may occur 24 hours per day, 7 days per week restricted to the areas identified in Exhibit A. Delivery vehicles may not utilize the easternmost driveway during these hours. Deliveries in all other areas per Exhibit B shall occur between the hours of 7:00 AM and 8:00 PM.**
- B. There shall be no sale of vehicles onsite. All transactions for inventory vehicles shall occur online or by prior arrangement.
- C. There shall be no public access to the fenced and screened storage areas.
- D. No pole signs, pennant flags, light pole flags, permanent banners, or flashing/blinking signs shall be permitted as part of this Conditional Use Permit.
- E. All outdoor storage of vehicles shall be within the approved, fenced and screened parking area to the south of the existing building.
- F. Long-term storage of vehicles shall be limited to the rear/southern parking lot. The front/north parking lot may be used for short-term (less than 14 calendar days) rental vehicle storage, such as vehicles being dropped off, picked up, cleaned, or maintained. Service or repair of vehicles shall be limited to the area behind the existing fence.
- G. Engine repair, body repair, and painting of vehicles shall be prohibited onsite.
- H. The outdoor storage area shall be used only for inventory vehicles for sale for the Carvana operation and fleet vehicles normally associated with a commercial car rental operation. There shall be no storage of semi-trucks or trailers, recreational vehicles, and construction vehicles or equipment, junk/damaged/non-inventory vehicles, parts, or supplies permitted.
- I. There shall be no storage of flammable or hazardous materials except those minimum quantities necessary for the operation of the permitted principal uses. All materials shall be stored inside the building or in an area approved by the Plan Commission and Fire Department.
- J. The applicant shall screen operations from the property to the east with a privacy fence or a combination of privacy fence and year-round landscaping. This screening shall be approved by the Plan Commission.
- K. Solid waste collection and recycling shall be the responsibility of the owner.
- L. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), Site Plans approved by the Plan Commission December 12, 2017, and the Site Plan included as Exhibit A of these Conditions and Restrictions.

5. LIGHTING

All plans for new outdoor lighting shall be reviewed and approved by the Electrical Inspector in accordance with Section 17.0808 of the Municipal Code (as amended).

6. SETBACKS

	Front and Street Setback	Rear (North) Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure*	40 ft	5 ft	5 ft
Parking	30 ft	10 ft	10 ft

*\*No accessory structures shall be permitted in the front yard or in required buffer yards.*

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if an occupancy permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. DURATION AND ASSIGNMENT OF CONDITIONAL USE PERMIT

This amended Conditional Use Permit is limited in duration to five (5) years from the date of issuance of the amended Conditional Use Permit or the term of the lease with Carvana, whichever is less. Carvana, with the consent of the property owner, may apply for an extension of the amended Conditional Use Permit. The process for extension of the amended Conditional Use Permit shall follow the procedures for approving a Conditional Use Permit as set forth in the Municipal Code (as amended). At such time that Carvana ceases operations at the property, the 24-hour operational provisions of this amended Conditional Use Permit shall expire. The provisions regarding automobile service (no engine/body repair or paint) and outdoor storage of vehicles shall remain unchanged.

9. OTHER REGULATIONS

Compliance with all other applicable City, State, DNR and Federal regulations, laws, Code, ordinances, and orders, as amended, not heretofore stated or referenced, is mandatory.

10. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the

issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other city ordinances.

11. REVOCATION

Should an applicant, his heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use as set forth in Section 17.1007 of the Municipal Code (as amended).

12. ACKNOWLEDGEMENT

The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns.

\_\_\_\_\_  
Owner / Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(please print name)

**EXHIBIT A: PROPOSED SITE PLAN FOR 24/7 DELIVERY**

(Detailed plans in accordance with these Conditions and Restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)




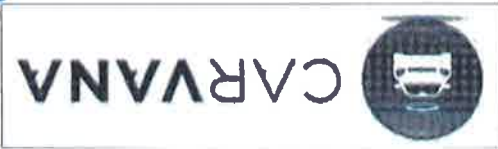
**EXHIBIT B: SITE PLAN PER ORD. 2965**

(Detailed plans in accordance with these Conditions and Restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

DEC 17 2018

RECEIVED





ABCD	Access Road/Firm	Access Rating	Parking Count	Height by Right	Height Desired	Zoning / Use	Reference Record	Landscaping/Protection S/T

Date Issued: August 23, 2018  
 381 W College Ave  
**SD-1**

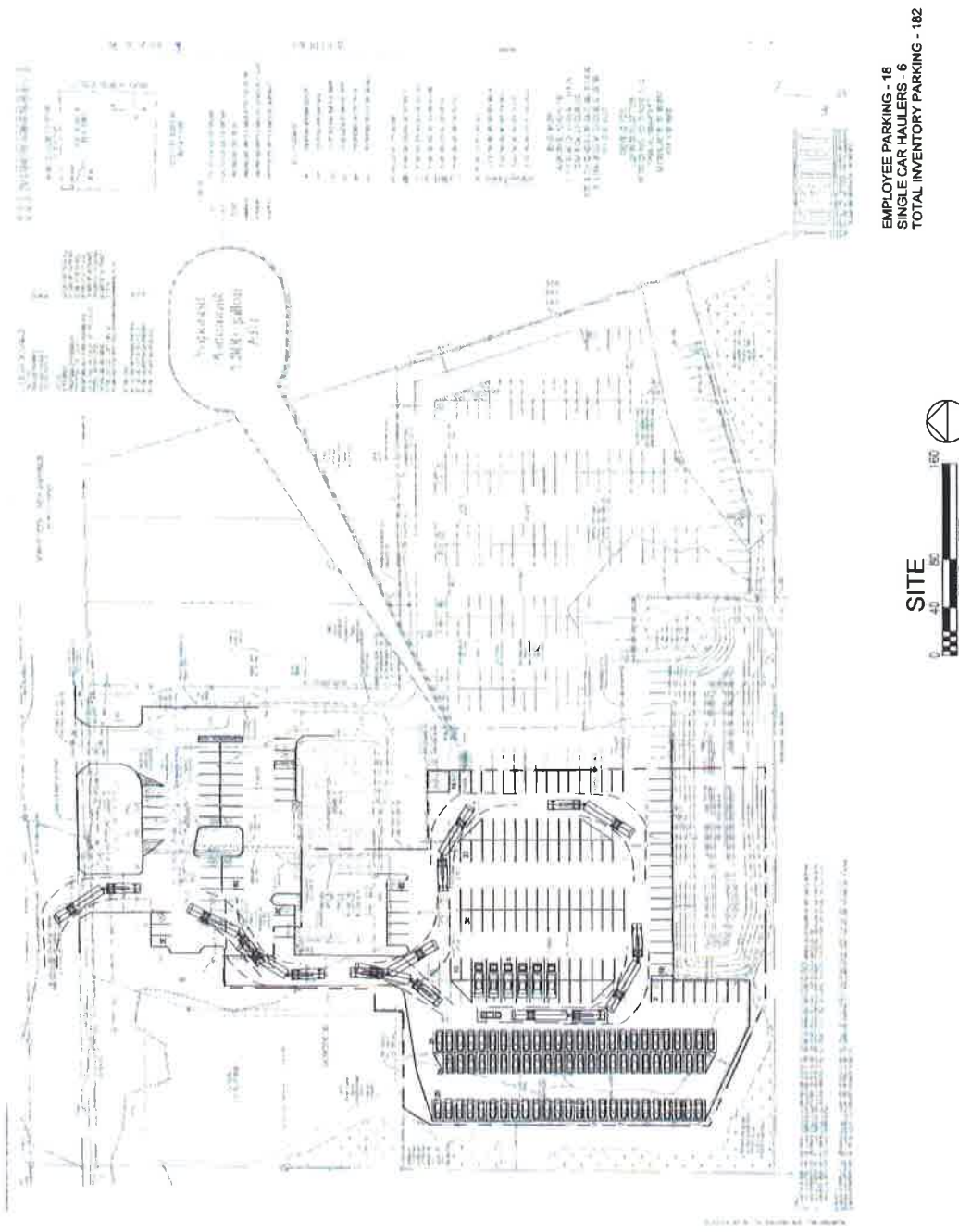
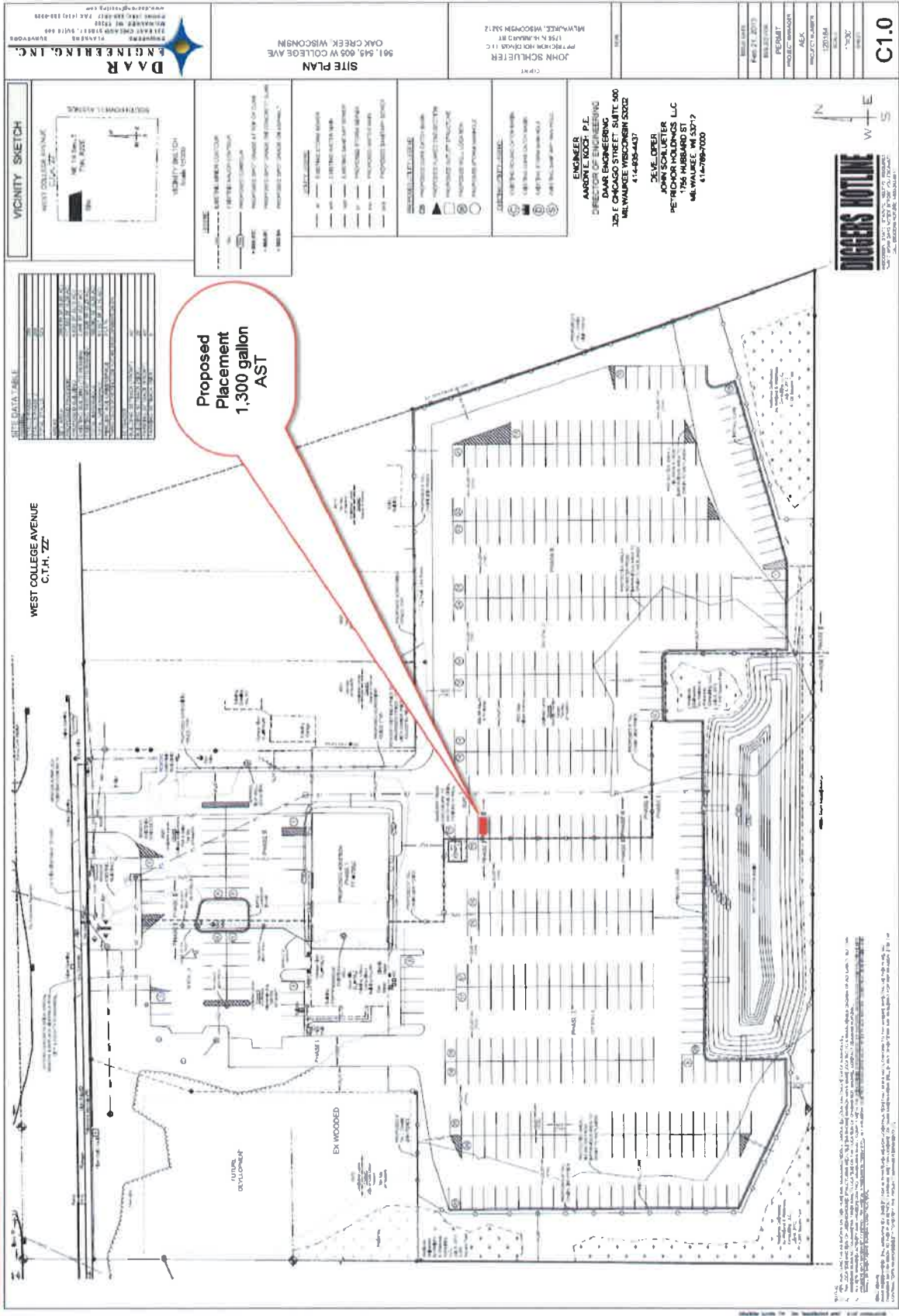




EXHIBIT B: SITE PLAN APPROVED 12-12-17 (FOR REFERENCE)

APPROVED *Hydro Puppeter* PC Decision Date: 12-12-17.



**VICINITY SKETCH**

**SITE DATA TABLE**

NO. OF PHASES	1
TOTAL AREA (AC)	1.3
DEVELOPABLE AREA (AC)	1.3
PERMITTED BUILDING AREA (S.F.)	15,000
TOTAL GARAGE CAPACITY	50
PERMITTED GARAGE CAPACITY	50
PERMITTED OFFICE SPACE (S.F.)	10,000
PERMITTED RETAIL SPACE (S.F.)	5,000
PERMITTED INDUSTRIAL SPACE (S.F.)	0
PERMITTED STORAGE SPACE (S.F.)	0
PERMITTED OTHER USES (S.F.)	0
TOTAL PERMITTED OFFICE/RETAIL/INDUSTRIAL/STORAGE/OTHER (S.F.)	10,000
TOTAL PERMITTED GARAGE CAPACITY	50
TOTAL PERMITTED USES (S.F./G.A.)	10,000/50
PERMITTED USES (S.F./G.A.)	10,000/50

**LEGEND**

☐	EXISTING GRASSY AREA
▨	EXISTING PAVED AREA
○	PROPOSED SITE AREA AT THE CORNER
○	PROPOSED 1,300 GALLON STORAGE TANK
○	PROPOSED 500' PAVER ON SQUARE'

**PAVING**

▨	ASPHALT
▨	GRAVEL
▨	CONCRETE
▨	PAVER ON SQUARE'

**FINISH ELEVATION**

○	EXISTING FINISH ELEVATION
○	PROPOSED FINISH ELEVATION

**UTILITIES**

○	EXISTING UTILITY LOCATIONS
○	PROPOSED UTILITY LOCATIONS
○	PROPOSED UTILITY LOCATIONS
○	PROPOSED UTILITY LOCATIONS
○	PROPOSED UTILITY LOCATIONS

**GENERAL NOTES**

- SEE SPECIFICATIONS FOR PAVING
- SEE SPECIFICATIONS FOR FINISH ELEVATION
- SEE SPECIFICATIONS FOR UTILITIES
- SEE SPECIFICATIONS FOR UTILITIES
- SEE SPECIFICATIONS FOR UTILITIES
- SEE SPECIFICATIONS FOR UTILITIES

**SITE PLAN**  
 961. 545. 605 W COLLEGE AVE  
 OAK CREEK WISCONSIN

JOHN SCHULTER  
 PROFESSIONAL ENGINEER  
 1525 N. MILWAUKEE ST.  
 MILWAUKEE, WISCONSIN 53112

**ENGINEER**  
 ANDREW J. ANDREWS, P.E.  
 DIRECTOR OF ENGINEERING  
 DAAR ENGINEERING  
 300 E CHICAGO STREET, SUITE 500  
 MILWAUKEE, WISCONSIN 53002  
 414-882-4201

**DEVELOPER**  
 JOHN SCHULTER  
 DAAR ENGINEERING LLC  
 1704 HARBARD ST.  
 MILWAUKEE, WI 53071  
 414-789-7000

DATE	12/17/17
PROJECT	DAAR ENGINEERING
PROJECT NUMBER	1001
SCALE	AS SHOWN
PROJECT	1001
PROJECT	1001
PROJECT	1001
PROJECT	1001
PROJECT	1001
PROJECT	1001
PROJECT	1001

**DIGGERS HOTLINE**  
 800-4-A-DIGGER  
 800-428-3847

**C1.0**



### COMMON COUNCIL REPORT

**Item:** Approval of a 25-foot public water main easement at Hub 13, 7581 S. 13<sup>th</sup> Street.

**Recommendation:** That the Common council adopts Resolution No. 12248-061521, a resolution approving a water main easement at Hub 13, 7581 S. 13<sup>th</sup> Street (Tax Key No. 784-9998-001)(1<sup>st</sup> Aldermanic District) Project No. 20053.

**Fiscal Impact:** None

- 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 water easement is required for the Hub 13 apartment project. This will provide the permanent easement for the public water main system in the development. The Utility has worked with the developer to come to an agreement on the easement.

**Options/Alternatives:** If the easement is not approved the water main will not be protected in an easement for future work.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Brian L. Johnston, PE  
Utility Engineer

Fiscal Review:

Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Attachments: Resolution 12248-061521, Easement

**RESOLUTION NO. 12248-061521**

**BY: \_\_\_\_\_**

**RESOLUTION FOR APPROVAL OF A WATER  
MAIN EASEMENT AT 7581 S. 13<sup>TH</sup> STREET**

**(TAX KEY NO. 784-9998-001)**

**(1<sup>ST</sup> ALDERMANIC DISTRICT)**

WHEREAS, the Oak Creek Water and Sewer Utility is requesting a new 25-foot public water main easement for the extension of the water main from S. 13<sup>th</sup> Street through the Hub 13 development and;

WHEREAS, the proposed water main connection will provide a public service to the apartment development and;

WHEREAS, the Developer has installed the required public water main to serve the project and dedicated the main to the Utility and;

WHEREAS, the Utility will own and maintain the public water main through the development and;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the water easement be granted and the Mayor and City Clerk are hereby authorized to execute the same.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to record the document 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 15<sup>th</sup> day of June, 2021.

Passed and adopted this 15<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
President, Common Council

Approved this 15<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

Document Number

25' WATER EASEMENT  
HUB 13

Document Title

EASEMENT NO. \_\_\_\_\_

PROJECT NO. 20053

RESOLUTION NO. \_\_\_\_\_

ADDRESS NO. 7581 S 13<sup>th</sup> Street

GRANTOR(S) Hub13 LA, LLC

M/A 1001 Feehanville Drive  
Mount Prospect, IL 60056  
Attention: Jason Macklin

Recording Area

Brian Johnston, PE  
Oak Creek Water & Sewer Utility  
170 W Drexel Avenue  
Oak Creek, WI 53154  
Name and Return Address

784-9998-001

TAX KEY NO. Parcel Identification Number (PIN)

25' PUBLIC WATER MAIN EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between, HUB13 LA, LLC, party of the first part, hereinafter referred to as "Grantor", and the City of Oak Creek, a Wisconsin municipal corporation, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary water main and appurtenances in, under, over and across the real property of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A", and more particularly described as follows:

A part of the Northeast 1/4 of the Southeast 1/4 of the Section 7, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence North 00°05'47" East along the East line of said Southeast 1/4 Section 1330.30 feet to a point; thence South 89°13'28" West 723.59 feet to the point of beginning of the lands hereinafter described; thence South 89°13'28" West 25.00 feet to a point; thence North 00°00'00" East 19.79 feet to a point; thence North 44°53'27" West 20.74 feet to a point; thence North 89°56'46" West 151.65 feet to a point; thence North 44°54'58" West 41.48 feet to a point; thence North 00°03'43" East 46.43 feet to a point; thence North 89°56'17" West 78.82 feet to a point; thence North 00°03'43" East 250.30 feet to a point; thence North 89°56'17" West 14.00 feet to a point; thence North 00°03'43" East 25.00 feet to a point; thence South 9°56'17" East 14.00 feet to a point; thence North 00°03'43" East 327.05 feet to a point; thence North 58°38'28" East 136.96 feet to a point; thence North 31°04'47" West 207.62 feet to a point; thence North 00°03'43" East 35.27 feet to a point; thence North 89°56'17" West 20.00 feet to a point; thence North 00°03'43" East 25.00 feet to a point; thence South 89°56'17" East 20.00 feet to a point; thence North 00°03'43" East 263.99 feet to a point; thence North 90°00'00" West 16.49 feet to a point; thence North 00°00'00" East 23.89 feet to a point; thence South 89°08'55" West 142.50 feet to a point on the East line of I-94; thence North 00°03'43" East along said East line 15.00 feet to a point; thence North 89°08'55" East 184.02 feet to a point; thence South 00°03'43" West 356.83 feet to a point; thence South 31°04'47" East 292.67 feet to a point; thence South 44°09'45" East 285.98 feet to a point; thence South 52°58'11" East 139.85 feet to a point; thence South 63°00'13" East 146.24 feet to a point; thence South 73°45'49" East 211.10 feet to a point; thence North 00°05'47" East 17.72 feet to a point; thence South 89°54'13" East 20.00 feet to a point; thence South 00°05'47" West 18.91 feet to a point; thence South 89°54'13" East 127.99 feet to a point in West line of South 13th Street known as C'T'H "V"; thence South 00°05'47" West along said West line 25.00 feet to a point; thence North 89°54'13" West 147.44 feet to a point; thence North 73°45'49" West 221.26 feet to a point; thence North 63°00'13" West 150.79 feet to a point; thence North 52°58'11" West 143.97 feet to a point; thence North 44°09'45" West 9.38 feet to a point; thence South 45°50'15" West 39.83 feet to a point; thence North 44°09'45" West 25.00 feet to a point; thence North 45°50'15" East 39.83 feet to a point; thence North 44°09'45" West 256.39 feet to a point; thence North 31°04'47" West 69.88 feet to a point; thence South 58°38'28" West 111.40 feet to a point; thence South 00°03'43" West 32.60 feet to a point; thence North 89°56'17" West 9.74 feet to a point; thence South 00°03'43" West 536.67 feet to a point; thence South 89°56'17" East 14.41 feet to a point; thence North 00°03'43" East 14.00 feet to a point; thence South 89°56'17" East 25.00 feet to a point; thence South 00°03'43" West 14.00 feet to a point; thence South 89°56'17" East 39.41 feet to a point; thence South 00°03'43" West 61.08 feet to a point; thence South 44°54'58" East 20.77 feet to a point; thence South 89°56'46" East 151.66 feet to a point; thence South 44°53'27" East 41.44 feet to a point; thence South 00°00'00" East 29.78 feet to the point of beginning.

Said lands contains 72,752 square feet or 1.670 acres.

TO HAVE AND TO HOLD said easement unto the Grantee, and unto its successors and assigns forever.

The Grantee shall have the right to enter upon and to pass and repass over and

along the aforesaid land whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid water main and appurtenances thereto.

The Grantee agrees to restore or cause to have restored the property as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. However, the Grantee's obligation to restore the property does not apply to any structure, fence, hard surface paving of any type or configuration, trees, bushes, branches or roots which may interfere with the Grantee's use of the aforesaid easement.

The Grantee shall have the right to trim or remove any trees, bushes, branches or roots so as not to interfere with the grantees use of the aforesaid easement.

Structures, which are defined as anything constructed or erected, the use of which requires more or less permanent location on ground or attached to something having permanent location on the ground and fences, shall not be located over Grantee's facilities or in, upon or over the property within aforesaid easement without the prior written consent of the City Engineer.

The aforesaid water main and appurtenances shall be maintained and kept in good order and condition at the expense of the Grantee.

The Grantor reserves the right, to themselves and to their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises, except as to the rights herein granted.

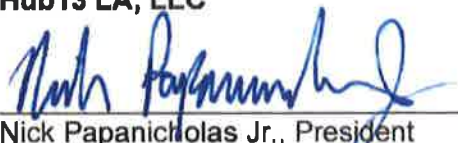
If the premises herein are discontinued or abandoned for the purpose granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, the City agrees to reconvey by quit claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

The City shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss of damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid water main and appurtenances thereto.

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.

Grantor:

Hub13 LA, LLC

  
\_\_\_\_\_  
Nick Papanicholas Jr., President

STATE OF ILLINOIS)  
                                  )SS.  
      COOK COUNTY)

Personally came before me this 15<sup>th</sup> day of JUNE, 2021, the above-named, Nick Papanicholas, Jr. of HUB13 LA, LLC to me known to be the person who executed the foregoing instrument and to me known to be such President of said corporation, acknowledged that he executed the foregoing instrument as such officer

  
\_\_\_\_\_  
Notary Public, Cook County, IL

My commission expires: 12/06/22



Grantee:

**CITY OF OAK CREEK**

By: \_\_\_\_\_  
DANIEL J. BUKIEWICZ, Mayor

By: \_\_\_\_\_  
CATHERINE A. ROESKE, City Clerk

STATE OF WISCONSIN )  
  )SS.  
MILWAUKEE COUNTY  )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 and 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, pursuant to Resolution No. \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI

My commission expires: \_\_\_\_\_

This instrument was drafted by Brian Johnston, Utility Engineer.

Approved as to form by:

\_\_\_\_\_  
Melissa L. Karls, City Attorney  
Notary Public  
My commission is permanent.



EXHIBIT A

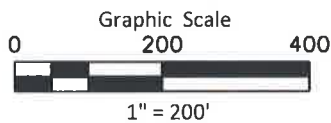
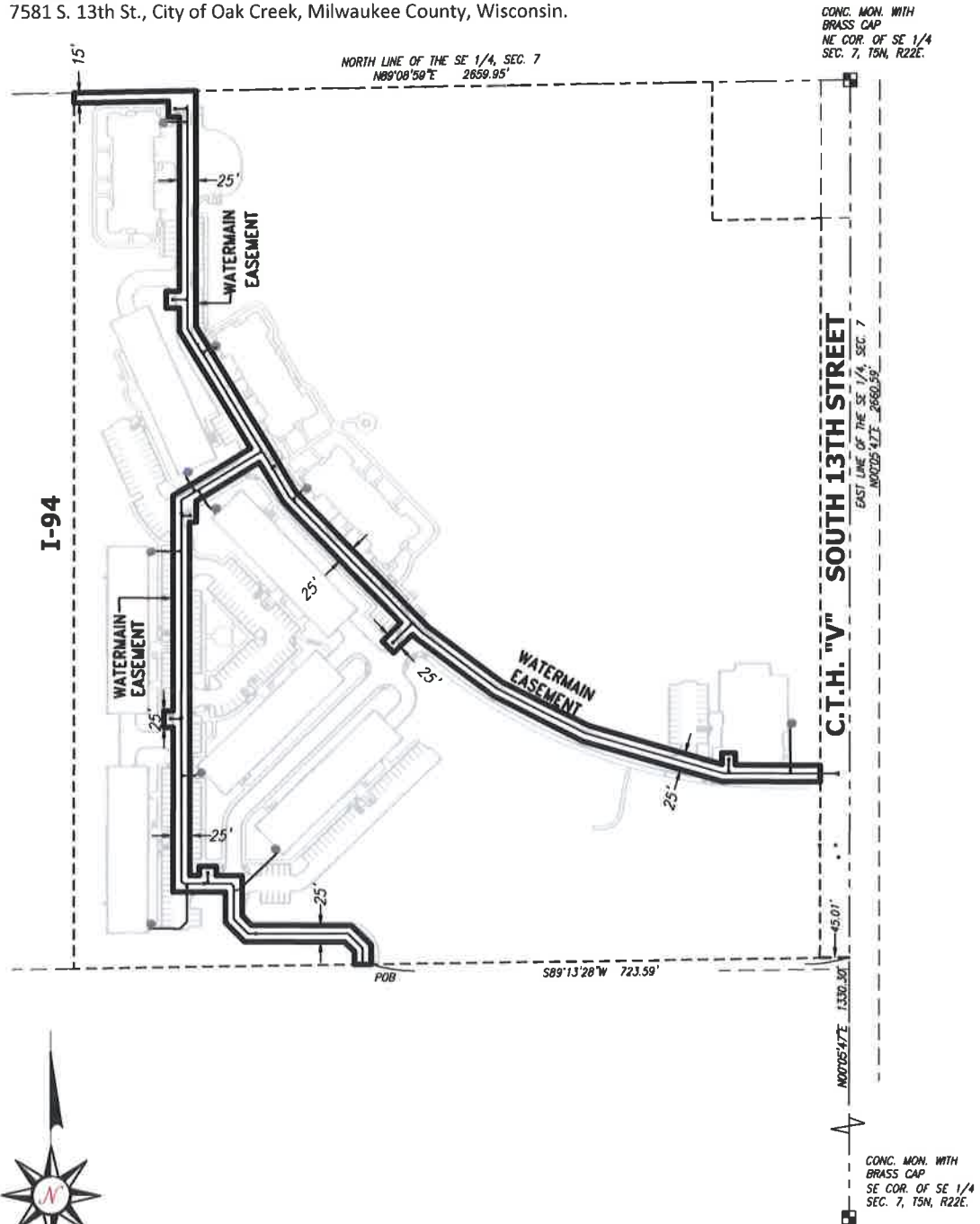
# EXHIBIT

## CLIENT

Wingspan Development Group

## SITE ADDRESS

7581 S. 13th St., City of Oak Creek, Milwaukee County, Wisconsin.



**CHAPUT**  
LAND SURVEYS

234 W. Florida Street  
Milwaukee, WI 53204

414-224-8068  
www.chaputlandsurveys.com

## DATE

March 24, 2021.

Sheet 1 of 5

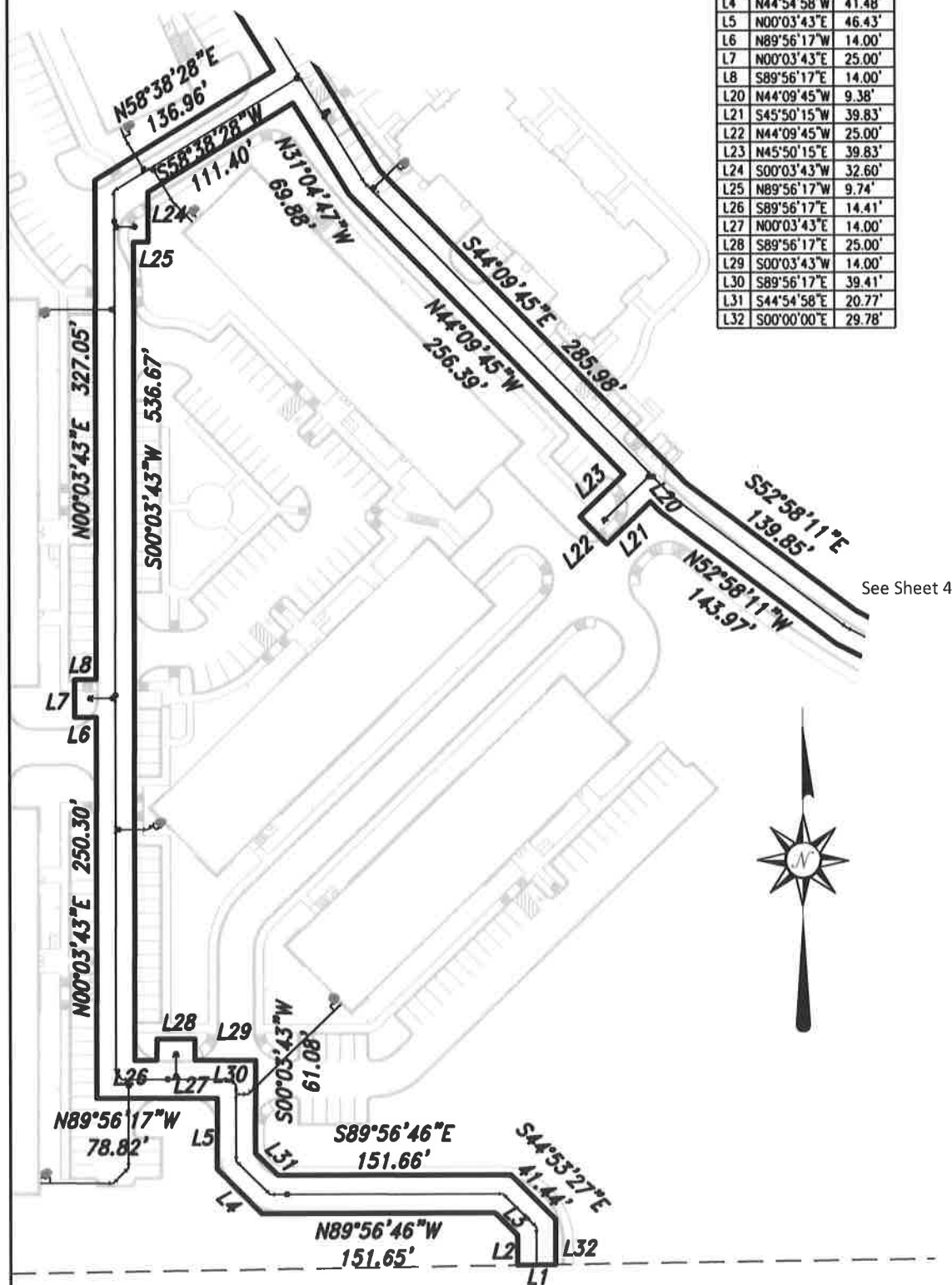
Drawing No. 3101-dzb

# EXHIBIT

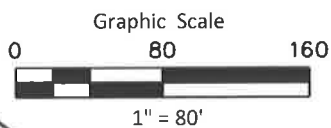
See Sheet 3

LINE TABLE

LINE	BEARING	DIST.
L1	S89°13'28"W	25.00'
L2	N00°00'00"E	19.79'
L3	N44°53'27"W	20.74'
L4	N44°54'58"W	41.48'
L5	N00°03'43"E	46.43'
L6	N89°56'17"W	14.00'
L7	N00°03'43"E	25.00'
L8	S89°56'17"E	14.00'
L20	N44°09'45"W	9.38'
L21	S45°50'15"W	39.83'
L22	N44°09'45"W	25.00'
L23	N45°50'15"E	39.83'
L24	S00°03'43"W	32.60'
L25	N89°56'17"W	9.74'
L26	S89°56'17"E	14.41'
L27	N00°03'43"E	14.00'
L28	S89°56'17"E	25.00'
L29	S00°03'43"W	14.00'
L30	S89°56'17"E	39.41'
L31	S44°54'58"E	20.77'
L32	S00°00'00"E	29.78'

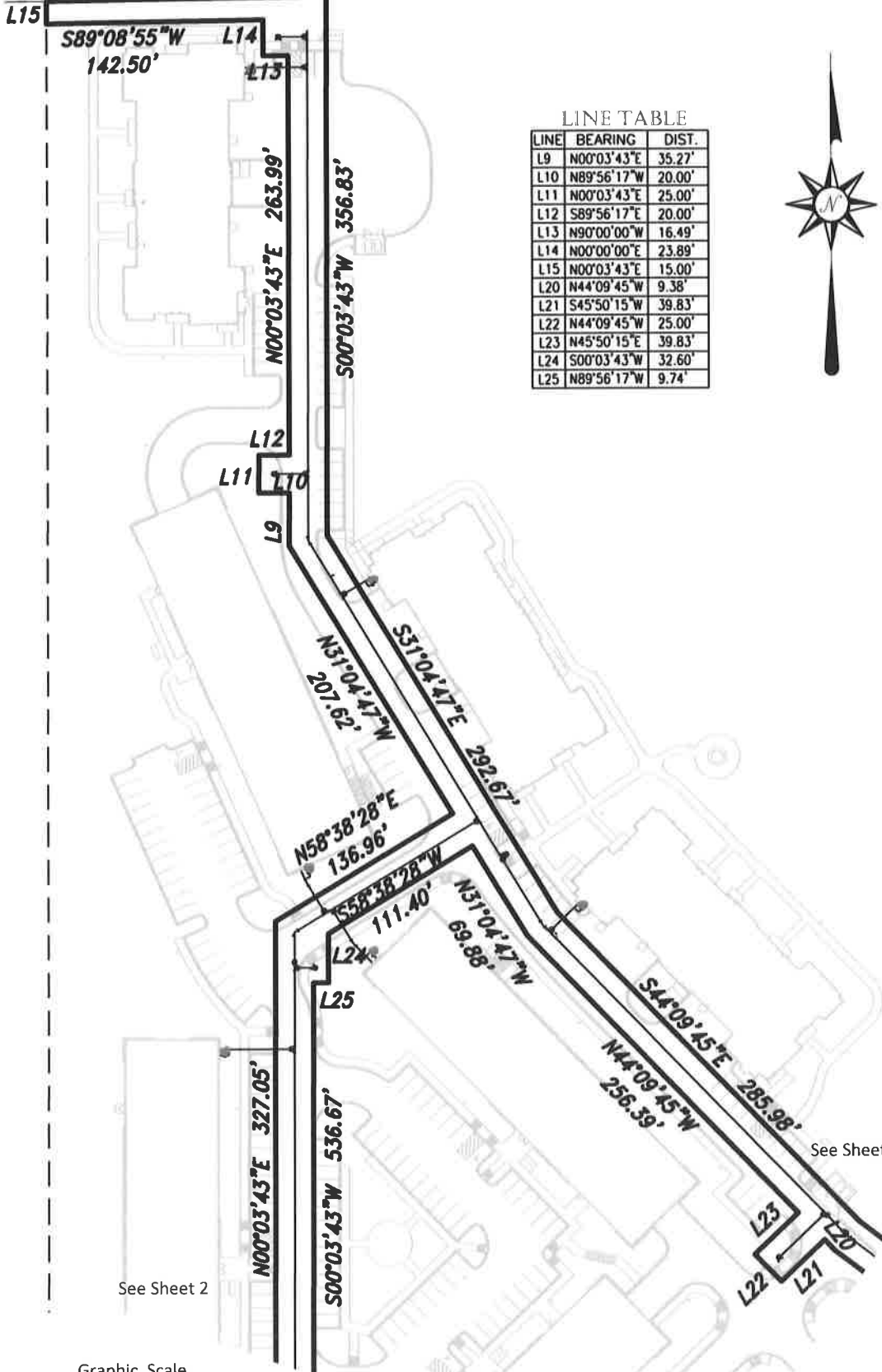


See Sheet 4



# EXHIBIT

N89°08'55"E  
184.02'



LINE TABLE

LINE	BEARING	DIST.
L9	N00°03'43"E	35.27'
L10	N89°56'17"W	20.00'
L11	N00°03'43"E	25.00'
L12	S89°56'17"E	20.00'
L13	N90°00'00"W	16.49'
L14	N00°00'00"E	23.89'
L15	N00°03'43"E	15.00'
L20	N44°09'45"W	9.38'
L21	S45°50'15"W	39.83'
L22	N44°09'45"W	25.00'
L23	N45°50'15"E	39.83'
L24	S00°03'43"W	32.60'
L25	N89°56'17"W	9.74'



See Sheet 2

See Sheet 4

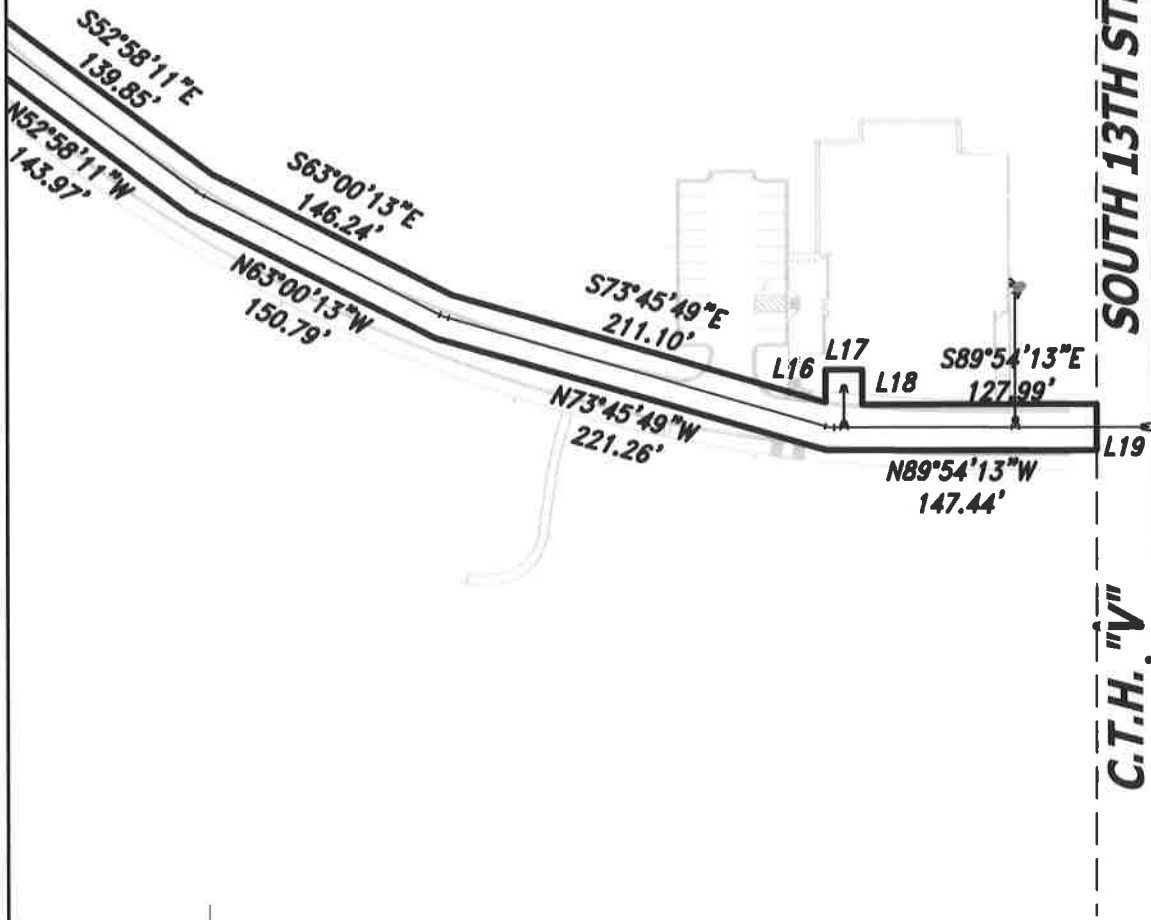
Graphic Scale



1" = 80'

# EXHIBIT

See Sheet 2 & 3



SOUTH 13TH STREET  
C.T.H. "V"



LINE TABLE

LINE	BEARING	DIST.
L16	N00°05'47"E	17.72'
L17	S89°54'13"E	20.00'
L18	S00°05'47"W	18.91'
L19	S00°05'47"W	25.00'

Graphic Scale



1" = 80'

# EXHIBIT

## LEGAL DESCRIPTION

A part of the Northeast 1/4 of the Southeast 1/4 of the Section 7, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said 1/4 Section; thence North 00°05'47" East along the East line of said Southeast 1/4 Section 1330.30 feet to a point; thence South 89°13'28" West 723.59 feet to the point of beginning of the lands hereinafter described; thence South 89°13'28" West 25.00 feet to a point; thence North 00°00'00" East 19.79 feet to a point; thence North 44°53'27" West 20.74 feet to a point; thence North 89°56'46" West 151.65 feet to a point; thence North 44°54'58" West 41.48 feet to a point; thence North 00°03'43" East 46.43 feet to a point; thence North 89°56'17" West 78.82 feet to a point; thence North 00°03'43" East 250.30 feet to a point; thence North 89°56'17" West 14.00 feet to a point; thence North 00°03'43" East 25.00 feet to a point; thence South 89°56'17" East 14.00 feet to a point; thence North 00°03'43" East 327.05 feet to a point; thence North 58°38'28" East 136.96 feet to a point; thence North 31°04'47" West 207.62 feet to a point; thence North 00°03'43" East 35.27 feet to a point; thence North 89°56'17" West 20.00 feet to a point; thence North 00°03'43" East 25.00 feet to a point; thence South 89°56'17" East 20.00 feet to a point; thence North 00°03'43" East 263.99 feet to a point; thence North 90°00'00" West 16.49 feet to a point; thence North 00°00'00" East 23.89 feet to a point; thence South 89°08'55" West 142.50 feet to a point on the East line of I-94; thence North 00°03'43" East along said East line 15.00 feet to a point; thence North 89°08'55" East 184.02 feet to a point; thence South 00°03'43" West 356.83 feet to a point; thence South 31°04'47" East 292.67 feet to a point; thence South 44°09'45" East 285.98 feet to a point; thence South 52°58'11" East 139.85 feet to a point; thence South 63°00'13" East 146.24 feet to a point; thence South 73°45'49" East 211.10 feet to a point; thence North 00°05'47" East 17.72 feet to a point; thence South 89°54'13" East 20.00 feet to a point; thence South 00°05'47" West 18.91 feet to a point; thence South 89°54'13" East 127.99 feet to a point in West line of South 13th Street known as C'T'H' "V"; thence South 00°05'47" West along said West line 25.00 feet to a point; thence North 89°54'13" West 147.44 feet to a point; thence North 73°45'49" West 221.26 feet to a point; thence North 63°00'13" West 150.79 feet to a point; thence North 52°58'11" West 143.97 feet to a point; thence North 44°09'45" West 9.38 feet to a point; thence South 45°50'15" West 39.83 feet to a point; thence North 44°09'45" West 25.00 feet to a point; thence North 45°50'15" East 39.83 feet to a point; thence North 44°09'45" West 256.39 feet to a point; thence North 31°04'47" West 69.88 feet to a point; thence South 58°38'28" West 111.40 feet to a point; thence South 00°03'43" West 32.60 feet to a point; thence North 89°56'17" West 9.74 feet to a point; thence South 00°03'43" West 536.67 feet to a point; thence South 89°56'17" East 14.41 feet to a point; thence North 00°03'43" East 14.00 feet to a point; thence South 89°56'17" East 25.00 feet to a point; thence South 00°03'43" West 14.00 feet to a point; thence South 89°56'17" East 39.41 feet to a point; thence South 00°03'43" West 61.08 feet to a point; thence South 44°54'58" East 20.77 feet to a point; thence South 89°56'46" East 151.66 feet to a point; thence South 44°53'27" East 41.44 feet to a point; thence South 00°00'00" East 29.78 feet to the point of beginning.

Said lands contains 72,752 square feet or 1.670 acres.



## COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 6/15/2021 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$1,125.00 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:**

1. Grant an Operator's license to:
  - \* Joseph W. Anders (Classic Lanes)
  - \* Annette A. Sleuth (Kwik Trip)
  - \* Scott B. Ward (Kwik Trip)
  - \* Penny S. Gonzalez (Pick 'n Save)
  - \* Andrew T. Zielinski (Victor's Again)
  
2. Grant a 2021-22 Class B Combination renewal alcoholic beverage license to the following:  
 CD Zeropay, Inc., dba Jim Dandy's Pub & Grill  
 8900 S. 27<sup>th</sup> St.  
 Charlie DeWitt, Agent, 2147 S. 67<sup>th</sup> Pl., West Allis

**Options/Alternatives:** None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Christa J. Miller CMC/WCMC  
Deputy City Clerk

Fiscal Review:

Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Attachments: none



## COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the June 9, 2021 Vendor Summary Report in the total of \$1,034,603.20.

**Fiscal Impact:** Total claims paid of \$1,034,603.20.

- 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. \$19,750.95 to Ascension Wisconsin at Work (pgs #2-3) for wellness physicals.
2. \$7,983.00 to Buelow Vetter (pgs #3-4) for legal services.
3. \$9,773.78 to Connect the Dots (pg #4) for consulting services.
4. \$10,400.00 to Dept. of AG, Trade, & Consumer Protection (pg #4) for annual weights and measures inspection.
5. \$19,939.65 to E. H. Wolf & Sons, Inc. (pg #5) for fuel inventory.
6. \$14,476.89 to Enterprise FM Trust (pg #6) for DPW vehicle lease monthly payment, Project #19024.
7. \$13,229.00 to Granicus (pg #6) for annual website support.
8. \$125,000.00 to Greater Milwaukee Foundation (pg #1) for Oak Creek Public Library Endowment Fund.
9. \$7,000.00 to Halen Homes, LLC (pgs #6-7) for Grade Bond Refund.
10. \$10,569.16 to Hein Electric Supply Co. (pg #7) for supplies for building & grounds maintenance and street lighting, Project #17024.
11. \$499,805.76 to IKEA Property, Inc. (pg #7) for payment per developer agreement.
12. \$13,034.23 to Kansas City Life Insurance Co. (pg #8) for July disability insurance.
13. \$6,450.48 to Ramboll (pgs #12-13) for consulting services related to Lakeshore Commons.
14. \$5,000.00 to Reserve Account (pg #13) for postage refill.
15. \$7,543.29 to Securian Financial Group, Inc. (pgs #13-14) for July employee life insurance.
16. \$16,840.44 to Sherwin Industries, Inc. (pg #14) for street maintenance materials.



- 
17. \$5,170.47 to The Sherwin-Williams Co. (pg #14) for Graco Lazerguide and supplies, Project #21015.
  18. \$6,000.00 to Talent Associates, Inc. (pg #15) for down payment for Beer Garden and Food Truck Entertainment. (Tourism)
  19. \$39,285.44 to US Bank (pgs #19-26) 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.
  20. \$45,703.59 to WE Energies (pgs #1 & 16) for street lighting, electricity & natural gas.
  21. \$12,914.91 to WI Court Fines & Surcharges (pg #17) for May court fines.
  22. \$5,000.00 to WI Dept. of Natural Resources (pg #17) for stormwater municipal fee.
  23. \$14,545.20 to Willie Fun Events (pg #17) for tent and game rental for Beer Garden events. (Tourism)

Options/Alternatives: None

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Kristina Strmsek  
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator/Comptroller

---

Attachments: 6/9/2021 Invoice GL Distribution Report