



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

Robert Cigale
Kenneth Gehl
Chris Guzikowski
Dale Richards
Fredrick Siepert- Alternate
Michael Toman

BOARD OF PUBLIC WORKS AND CAPITAL ASSETS

August 10, 2021
9:00 A.M.

The City's Vision

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

The meeting will 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.
2. Roll Call.
3. Approval of Minutes- 06/08/2021.
4. **Informational:** Review of Common Council actions related to Public Works & Capital Assets.

GENERAL GOVERNMENT

5. **Motion:** Consider a motion to approve a Green Infrastructure License Agreement between the City of Oak Creek and CIS MMSD, LLC.

CAPITAL ASSETS

NONE

PUBLIC WORKS & UTILITIES

6. **Motion:** Consider a motion to approve Progress Payment for Sanitary Rehabilitation Project to Visu-Sewer in the amount of \$86,436.60.
7. **Motion:** Consider a motion to approve Change Order No. 1 for Rawson Avenue Water Extension Project to IHC Construction Company in the amount of \$24,891.56.
8. **Motion:** Consider a motion to approve Progress Payment for Rawson Avenue Water Extension to IHC Construction Companies in the amount of \$130,970.80.
9. **Motion:** Consider a motion to approve Progress Payment for Oak Creek Water Sluiceway Repairs to Grunau Company in the amount of \$10,000.

10. **Motion:** Consider a motion to Award Janat Booster Flow meter Replacement to LEE Mechanical in the amount of \$25,023.00.
11. **Motion:** Consider a motion to Award Water Pump No. 4 Valve Repair to Crane Engineering in the amount of \$11,970.
12. **Motion:** Consider a motion to approve the Utility Vouchers for payment in the amount of \$785,838.50
13. **Informational:**
 - a. Administrative Report
 - b. Distribution Report
 - c. Treatment Plant Report
 - d. Manager's Report
 - e. Engineering Report
 - f. Public Works Report

TRAFFIC & SAFETY

NONE

14. Adjournment.

Dated this 6th day of August, 2021

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



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BOARD OF PUBLIC WORKS AND CAPITAL ASSETS
BOARD MINUTES
June 8, 2021

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.
The meeting was called to order at 9:01 A.M.
2. Roll Call.
All Board members were present, excepting Alderman Gehl who was excused.

City Staff present: City Administrator Andrew Vickers, Assistant City Administrator/Comptroller Max Gagin, Utility General Manager Mike Sullivan, City Engineer Mike Simmons, Design Engineer Ashley Kiepczynski, Department of Public Works Director Ted Johnson, City Clerk Catherine Roeske, and Management Intern Josh Allain.

3. Approval of Minutes- 05/11/2021.
Richards noted that the minutes from the last meeting were missing the date.

Richards moved to approve the minutes of 05/11/2021, seconded by Siepert. All ayes, the motion carried.

4. **Informational:** Review of Common Council actions related to Public Works & Capital Assets, No actions from the prior Common Council meetings required discussion.

GENERAL GOVERNMENT

NONE

CAPITAL ASSETS

NONE

PUBLIC WORKS & UTILITIES

5. **Motion:** Consider a motion to approve final payment for the Jewel St. Sanitary project to D.F. Tomasini Contractors, Inc. in the amount of \$25,723.15.

This project is completed and the payment is the final payment on the project. Sullivan informed the staff is very happy with the work performed. Alderman Toman asked about the decision between lift stations and gravity sewers. Sullivan informed gravity is more cost effective and

Richards stated lift stations can lend themselves to ongoing, higher maintenance costs.

Cigale made a motion to approve the final payment for the Jewel St. sanitary project to D.F. Tomasini Contractors, Inc. in the amount of \$25,723.15, seconded by Siepert. All ayes, the motion carried.

6. **Motion:** Consider a motion to approve the Rawson Ave. Hydrant Relocation project and award a construction contract to Cornerstone One based on the bid amount of \$97,160.80, and amend the capital budget for water by \$41,000.

Sullivan stated this work must be done before the County road project can commence. Work on this project will be too much to handle in-house, so the work will need to be contracted out. After completion of the bidding process staff noted the use of ductal iron piping was much more cost effective. The Board also discussed future plans for hydrants.

Siepert made a motion to approve the Rawson Ave. Hydrant Relocation project and award a construction contract to Cornerstone One based on the bid amount of \$97,160.80, and amend the capital budget for water by \$41,000, seconded by Richards. All ayes, the motion carried.

7. **Motion:** Consider a motion to approve Utility Vouchers for payment.

No discussions were held over this item.

Richards made a motion to approve the Utility Vouchers for payment, seconded by Cigale. All ayes, the motion carried.

8. **Informational:** Review of Utility Investments.

Sullivan informed the Board there is nothing of real note or anything alarming. He did acknowledge the interest rate on investments remains low.

9. **Informational:** Administrative & Operations Reports.
 - a. Administrative Report
 - b. Distribution Report
 - c. Treatment Plant Report
 - d. Manager's Report
 - e. Engineering Report
 - f. Public Works Report

According to Sullivan, the billing average is up in comparison to the five-year average. The recently implemented leak detection system detected 45 leaks in the City's system. Seipert asked if the service that detected the leaks also sent us photos of the leaks. Sullivan informed Seipert they are not able to get exact photos of the leak and instead they point the Utility to an area of possible leaks and then the pipes are inspected there. Richards asked Sullivan about the manhole rings and Sullivan informed the rings are concrete and thus outdated. New rings have been obtained and will be tested in a small sample. Richards asked why there is an increased water usage, and Sullivan informed it is once again the industrial usage and WE Energies in particular.

TRAFFIC & SAFETY

10. **Motion:** Consider a motion to reject a request to establish No Parking on the north cul-de-sac of Crane Drive.

This request was made by an anonymous citizen fearing the lack of turn radius for vehicles if cars were parked in the proposed No Parking area. Following research completed by Design Engineer Ashley Kiepczynski, and coordination with the other City Departments, it was found that no Department or City services using large vehicles found the parked cars to be a problem. Two other citizens from the area rejected the No Parking proposal in their questionnaire response.

Siepert made a motion to reject a request to establish No Parking on the north cul-de-sac of Crane Drive, seconded by Richards. All ayes, the motion carried.

11. **Motion:** Consider a motion to approve a request to establish No Parking along both sides of Lake Vista Boulevard from 5th Ave. to Lake Vista Parkway.

Simmons reported this road was brought to his attention by the DPW crews for being too narrow when cars are parked. Staff recommended a zone of completely No Parking, which will also be useful for the 4th of July and other organized activities on the lakefront. Alderman Toman asked about future plans for the roads. Simmons remarked a stretch of this roadway will be rehabbed as part of the new Lakeshore Commons project infrastructure.

Cigale made a motion to approve the request to establish No Parking along both sides of Lake Vista Boulevard from 5th Ave. to Lake Vista Parkway, seconded by Seipert. All ayes, the motion carried.

12. **Motion:** Consider a motion to approve a request to install crosswalk improvements on Randy Road at the Oak Leaf Trail for an estimated amount of \$4,500.00

This item was a citizen's request with the intent of making the desired location safer for bikers and pedestrians to traverse across. Simmons explained a lack of line of sight to the path is an apparent hazard so the changes would be useful. Kiepczynski designed the proposed change to solve this problem, and created a plan that can be carried out in-house. Simmons confirmed with Seipert there will be signs installed to MUTCD standards in advance of the crosswalk.

Richards made a motion to approve the request to install crosswalk improvements on Randy Road at the Oak Leaf Trail for an estimated amount of \$4,500.00, seconded by Seipert. All ayes, the motion carried.

CLOSED SESSION

13. **Motion:** Consider a motion to convene into closed session pursuant to Wisconsin State Statutes Section 19.85 (1) (e) and (g) to discuss the following: Wholesale Water Contract.

Alderman Guzikowski made a motion to convene into closed session at pursuant to Wisconsin State Statutes Section 19.85 (1) (e) and (g) to discuss the following: Wholesale Water Contract, seconded by Richards. All ayes, the motion carried. (9:34 A.M.)

14. **Motion:** Consider a motion to reconvene into open session.

Cigale made a motion to reconvene into open session at, seconded by Richards. All ayes, the motion carried. (10:00 A.M.)

15. **Motion:** Consider a motion to take action, if required.

The discussion did not require any actions to be taken.

16. Adjournment.

Cigale made a motion to adjourn at 10:00 A.M., seconded by Richards. All ayes, the motion carried.

Dated this 4th day of June, 2021

Posted 06/04/21 (cjm)

Public Notice

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STAFF REPORT

Item: Green Infrastructure License Agreement at Lakeshore Commons

Recommendation: That the Board considers a motion to approve the License Agreement between the City of Oak Creek and CIS MMSD LLC.

This action and agreement allows access to City properties at 4001 E. Lake Vista Parkway and 4200 E. Lake Vista Boulevard for the construction of green infrastructure under MMSD's Fresh Coast Protection Partnership Program. (4th Aldermanic District)

Fiscal Impact: No cost to the City. The green infrastructure project, which is fully funded by the MMSD program, would save the Lakeshore Commons project an estimated \$1.04 million.

- 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 Lakeshore Commons development now under design will have several retention basins as part of its storm water management plan. MMSD has a green infrastructure (GI) program entitled the Fresh Coast Protection Partnership (FCPP) that has identified two of these basins, these being bioretention basins with the combined capacity to retain 1.1 million gallons of storm water, as eligible to be constructed and fully funded under this MMSD program. City participation in this program would save the Lakeshore Commons project an estimated \$1.04 million.

A firm by the name of Corvias is the Manager of MMSD's FCPP program. Corvias is identified as CIS MMSD LLC under this proposed License Agreement. CIS MMSD LLC and their consultant (Black and Veatch) would coordinate the design and construction of the two bioretention basins, and this would all be paid for by MMSD's FCPP program. The proposed License Agreement provides that CIS MMSD LLC and their contractor have access to the City property to construct the two bioretention basins.

There are two main conditions of this GI funding, and these are that the two basins, being constructed upon City property, would have to be publicly advertised and bid; and that upon completion of the basins' construction the City would be required to enter into a Limited Term Conservation Easement requiring that the basins be maintained such that they continue to function as designed for no less than 11 years. Note that the basins would be maintained by CIS MMSD LLC for the first two years after their completion, so the City's responsibility under the conservation easement would actually be for the following nine years after that.

Options/Alternatives: The alternative would be to not approve the agreement and construct the basins with the current pool of project funding. However, that would mean forgoing the MMSD FCPP program funding, thus having to spend the estimated \$1.04 million on the basins rather than other project work items or amenities.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Michael C. Simmons, PE
City Engineer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Reviewed:

Susan A. Winnen, PE
Environmental Engineer

Attachments: License Agreement



LICENSE AGREEMENT

THIS AGREEMENT, made as of the ____ day of ____, 2021), by and between the City of Oak Creek (hereinafter referred to as the “**Property Owner**”) and CIS MMSD, LLC (hereinafter referred to as “**Corvias**”).

WITNESSETH THAT.

WHEREAS, Property Owner is the owner of the parcels of real estate identified as the Bioretention Basin 2 and Bioretention Basin 3 associated with the Lakeshore Commons development which, said Basins 2 and 3 to be located upon 4001 East Lake Vista Parkway and 4200 E. Lake Vista Boulevard, Oak Creek, Wisconsin (hereinafter referred to as the “**Property**”); and

WHEREAS, Property Owner wishes to have work performed on its Property, which work is described more fully in Exhibit 1 attached hereto (hereinafter referred to as the “**Green Infrastructure Project**” or “**Project**”) as part of the Fresh Coast Protection Partnership green infrastructure program of the Milwaukee Metropolitan Sewerage District (hereinafter the “**District**”); and

WHEREAS, Corvias, in its capacity as Manager of the District’s program, has engaged one or more contractors to perform the Green Infrastructure Project on the Property (hereinafter collectively referred to as the “**Contractor**”),

NOW THEREFORE, in consideration of the foregoing recitals and for further good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the parties do hereby agree as follows:

1. So long as the Green Infrastructure Project is or remains in progress, including any maintenance of such Project after installation, the Property Owner hereby licenses and agrees to permit Corvias, the Contractor and Corvias’ other designees to enter onto and work on the Property, to install materials and equipment on the Property and to transport construction

materials and equipment over the Property as may be reasonably required to carry out the Green Infrastructure Project.

2. Corvias, the Contractor and Corvias' other designees performing work on or in connection with the Green Infrastructure Project on the Property will be properly licensed and qualified, will have obtained all appropriate permits therefor and shall provide certificates of insurance coverage prior to commencement of work and in the amounts and terms set forth herein: (a) public liability insurance in an amount not less than Two Million Dollars (\$2,000,000) for injuries, including accidental death, to any one (1) person and. subject to the same limit for each person in an amount of Two Million Dollars (\$2,000,000) on account of one (1) accident; and property damage in an amount not less than Two Million Dollars (\$2,000,000) aggregate; and (b) as part of a comprehensive policy, public liability and property damage automobile insurance in the amounts set forth in this Paragraph; and (c) an umbrella excess third party liability policy that in combination with primary liability policies shall be in the amount of Five Million (\$5,000,000) each occurrence; and (d) workers compensation insurance during the period of this agreement for all employees, including temporary employees and loaned employees; and (e) the Property Owner shall be listed as an additional insured on all of the required insurance policies, and that Corvias agrees to notify the Property Owner not less than thirty (30) days in advance of any cancellation, discontinuance or alteration; and (f) from the date hereof until completion of the work on the Property, Corvias shall cause its Contractor performing work on the Property to obtain and maintain coverage that satisfies the requirements set forth in this Paragraph 2; and (g) the early cancellation or other termination of any insurance policy issued in compliance with this Paragraph shall automatically revoke and terminate this License Agreement upon thirty (30) days of such cancellation or other termination, unless

another policy shall be provided and in effect within thirty (30) days of such cancellation or termination.

3. The Property Owner acknowledges that the Green Infrastructure Project includes construction activities that are inherently hazardous and will allow Corvias, the Contractor and Corvias' other designees to restrict access to the Property by employees, visitors and others during such activities. Each party to this Agreement (the "**Indemnitor**") agrees to the fullest extent permitted by law to protect, defend, indemnify, release and hold harmless (collectively "**Indemnification Duties**") the other party (the "**Indemnitee**"), and as appropriate their elected and appointed officials, officers, employees, agents, contractors (including, in the case of Corvias, the Contractor), subcontractors and other authorized representatives (the "**Indemnitee Representatives**"), and together with the Indemnitee, collectively, the "**Indemnitee Group**"), from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, losses, liens, penalties, damages, assessments, fines, costs, charges, professional fees, interest and other expenses or liabilities of every kind including, but not limited to, attorney's fees and costs of litigation (collectively "**Indemnification Costs**") in connection with, caused by or arising out of Indemnitor's (i) breach of this Agreement or (ii) reckless or intentional misconduct committed in connection with the Green Infrastructure Project. The parties of this Agreement shall be responsible for their own recklessness or intentional misconduct and the Indemnitor shall have no Indemnification Duties or obligations for the Indemnification Costs as set forth above when they are in connection with, arise out of or are caused by the sole recklessness or intentional misconduct of any member of the Indemnitee Group. This indemnity provision shall survive the termination or expiration of this Agreement. This Agreement to provide indemnification is intended to be solely between the Parties hereto (and for the benefit of

the Indemnified Representatives). No part of this provision to provide Indemnification shall be construed to add, supplement, or grant any rights, benefits or privileges of any kind whatsoever to any third party or parties (other than as expressly set forth herein with respect to the Indemnified Representatives). Nothing contained herein shall waive the rights and defenses to which the Property Owner may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes (2019-2020) or any subsequent amendments thereof.

4. Corvias shall be responsible for repairing any damage to the Property caused by the Green Infrastructure Project to the extent such damage to the Property is not contemplated by, nor within the scope of, the Green Infrastructure Project.

5. At the conclusion of the work on the Property, the Property Owner shall execute the Limited Term Conservation Easement (the "**Easement**") attached hereto as Exhibit 2 and the District will record the Easement against the Property. The Property Owner acknowledges that its failure to execute the Easement will result in significant damages to Corvias. The Property Owner further agrees (i) that, in addition to any other remedy available to it, Corvias may seek specific performance of this provision of the Agreement in an appropriate court; and (ii) to indemnify Corvias for Corvias's attorneys' fees and costs incurred in order to obtain specific performance of this provision of this Agreement.

6. Corvias acknowledges that Property Owner is a Wisconsin Municipal Governmental entity and as such is subject to the provisions of Wisconsin's Public Records laws and that all records related to this License Agreement are presumed to be public records unless an exemption from the law is applicable. Property Owner shall protect and preserve as confidential the terms of this Agreement and any other information provided by Corvias to

Property Owner in connection with the negotiation of this Agreement or the exercise of the license granted hereby ("**Confidential Information**"), using no less care than that with which it protects and preserves its own highly confidential and proprietary information. Subject to the provisions of the Wisconsin Public Records law the Property Owner shall not disclose, distribute or disseminate any Confidential Information that Corvias specifically identifies as Confidential Information to any third party without the prior written consent of Corvias nor shall Property Owner reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Confidential Information.

7. The provisions hereof shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns. Property Owner shall provide Corvias not less than 14 days' notice prior to any transfer of the Property to a new owner (a "**Successor**") during the term of this Agreement and shall work in good faith to obtain from Successor and deliver to Corvias a written acknowledgement of Successor's assumption of this Agreement. This Agreement shall be construed, given effect in accordance with and governed by the law of the State of Wisconsin. Failure to obtain such acknowledgement shall not limit the enforceability of this Agreement against Successor.

8. This Agreement may not be amended except pursuant to a written instrument signed by the party against whom enforcement of such amendment is sought.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal as of the day and year first above written.

City of Oak Creek

By: _____
Name:

CIS MMSD, LLC

By: _____
Name:
Title:

Exhibit 1 Description of Work

The project site is located at 4001 Lake Vista Parkway, Oak Creek, Wisconsin. The parcel is located in part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 05 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin. Located on the shores of Lake Michigan, Lakeshore Commons is a nature-based community residential development. Designed around sustainability and diversity, this self-sustaining community will offer a variety of housing types, active and passive amenities, and of course the natural beauty of Lake Michigan. The parcel area of the Lakeshore Commons site is approximately 127.15 acres. The existing project site is a mix of new development and redevelopment areas. The proposed project improvements include the construction of a residential buildings, mass grading, asphalt parking lots, asphalt drive lanes, concrete walkways, utility improvements, landscaping, and the construction of onsite stormwater management basin in five bioretention basins. The bioretention basins are designed for water quality & limited flood control. Two of the five basins will be constructed in 2021. Basins 2 and 3 were selected for the FCPP program. Lakeshore Commons is showcase project on private property, outside of the City of Milwaukee, a private public partnership between F Street Group and the City of Oak Creek. Basins 2 and 3 have a combined storm capture volume of 1.1 million gallons.

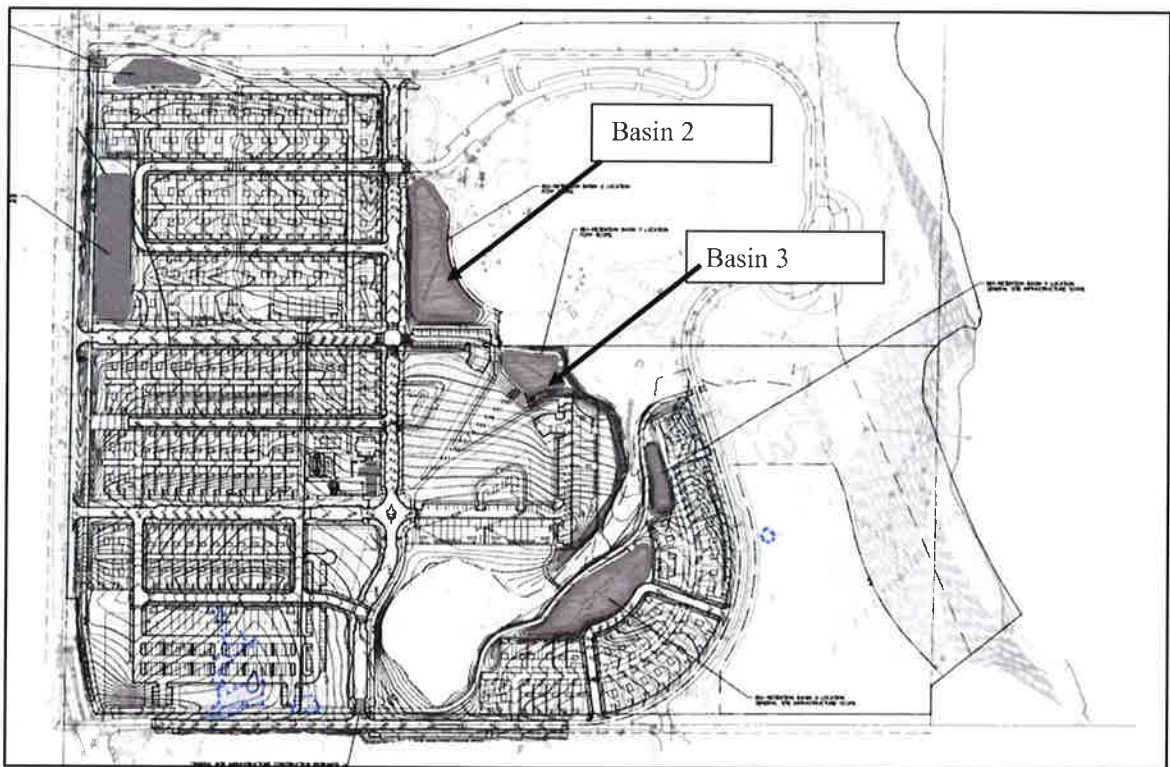


Figure 1: Concept Plan General site location

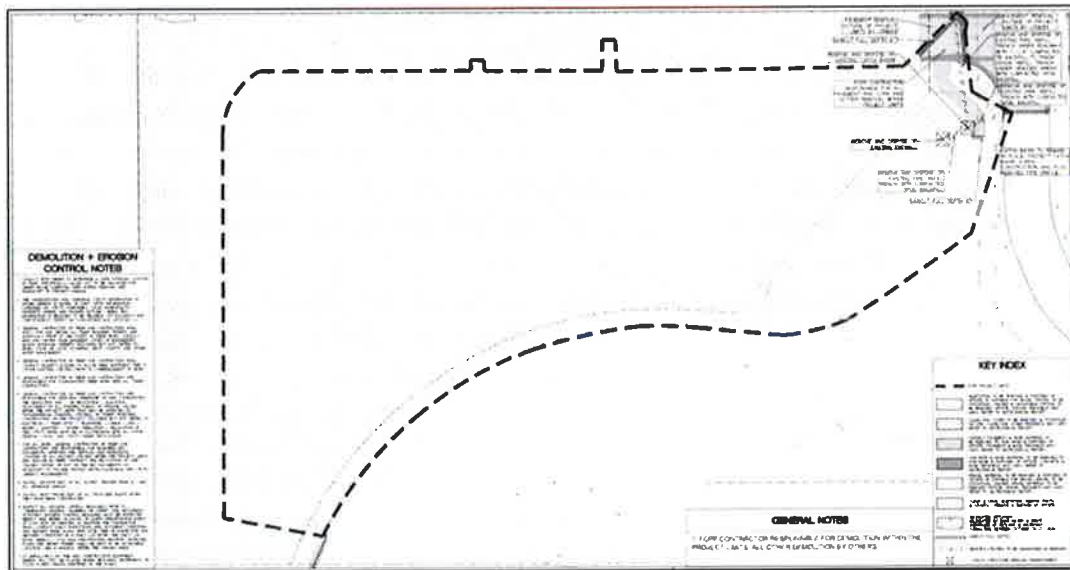


Figure 2: Concept Plan showing locations of new bioretention basin 2

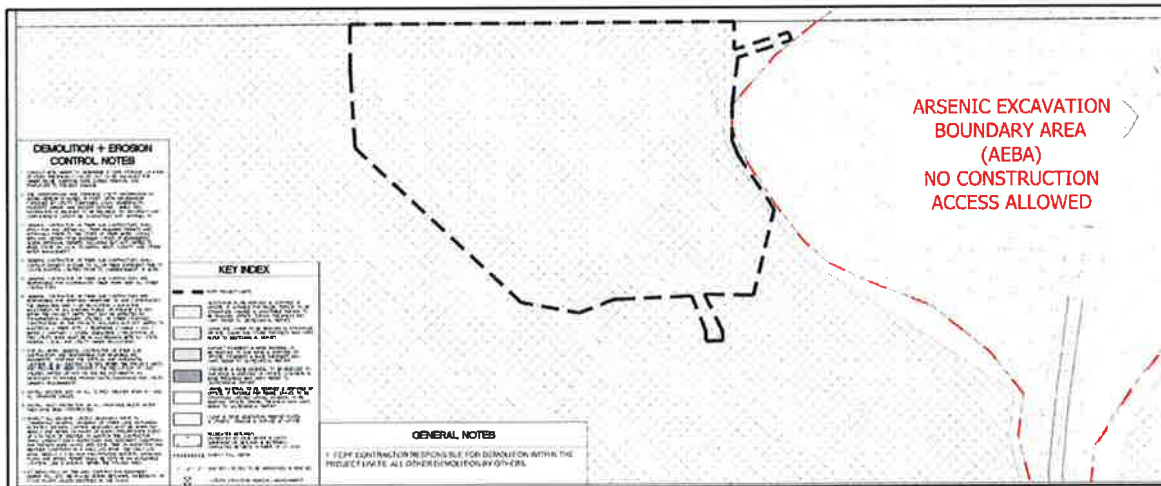


Figure 3: Concept Plan showing locations of new bioretention basin 3

Exhibit 2
Limited Term Conservation Easement

LIMITED TERM CONSERVATION EASEMENT

This LIMITED TERM CONSERVATION EASEMENT FOR GREEN INFRASTRUCTURE is granted on the _____ day of _____ by the _____ (Landowner) to the Milwaukee Metropolitan Sewerage District (Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of property located In Milwaukee County, Wisconsin, which is described in Exhibit A and depicted on a map shown in Exhibit B (the Property). The Property is at _____, Wisconsin _____

This Limited Term Conservation Easement applies only to certain areas of the Property that have conservation value. These areas contain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (Green Infrastructure). Exhibit B shows the area within the property that is subject to this Limited Term Conservation Easement.

Recording Area

Name and Return Address:
Milwaukee Metropolitan Sewerage District
Attention: Real Estate Department
260 West See both Street
Milwaukee, Wisconsin 53204

Tax Key or Parcel Identification Number:

B. Conservation Values. In its present state, the Property has conservation value because it has _____ (Green Infrastructure). This Green Infrastructure provides a total detention capacity of _____ gallons

c. **Baseline Documentation.** The condition of the Property and specifically the Green Infrastructure is documented in an inventory of relevant features, characteristics, and Conservation Values (Baseline Report), which is on file at the office of the Easement Holder and incorporated into this Conservation Easement by reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

- d. **Public Policies.** The preservation of the Conservation Values of the Property Will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic, and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.
- e. **Qualified Organization.** The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.
- f. **Conservation Intent.** The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of eleven years. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.
- g. **Funding Provided by Easement Holder.** The Easement Holder has provided funding to the Landowner for the installation of the Green Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily conveys to the Easement Holder a Conservation Easement (the Easement) for a period of eleven years on the Property, This Easement consists of the following terms, rights, and restrictions:

- 1. **Purpose.** The purpose of this Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed on the Property.
- 2. **Effective Dates.** This Easement becomes effective on _____ and terminates on _____
- 3. **Recording of Easement.** The Easement Holder will record this Easement at the Easement Holder's expense.
- 4. **Operation and Maintenance.** Easement Holder, through the FCPP program, will provide one year of vegetation establishment beyond the contractor's warranty period, after which the Landowner will operate and maintain the Green Infrastructure so that it remains functional for the remainder of this Easement.
- 5. **Additional Reserved Rights of the Landowner.** The Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the purpose of the Easement. However,

the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property.

The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or otherwise encumber or convey the Property, subject to the following conditions.

- 5.1 The encumbrance or conveyance is subject to the terms of this Easement.
 - 5.2 The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.
 - 5.3 The Landowner notifies the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.
 - 5.4 Failure of the Landowner to perform any act required in Subparagraphs 5.2 and 5.3 does not impair the validity of this Easement or limit its enforceability in any way.
6. Easement Holders Rights and Remedies. To accomplish the purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies.
- 6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.
 - 6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.
 - 6.3 Enter the Property. The Easement Holder has the right to enter the Property to: inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will: provide prior notice to the Landowner before entering the Property, comply with the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's activities.
7. Remedies for Violations. The Easement Holder and the Landowner have the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.
- 7.1 Notice of Problems. If the Easement Holder identifies problems with the Green Infrastructure, then the Easement Holder will initially attempt to resolve the

problems collaboratively. The Easement Holder will notify the Landowner of the problems and request remedial action within a reasonable time.

- 7.2 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If the Landowner fails to respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.
- 7.3 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include: temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.
- 7.4 Enforcement Delays. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.
- 7.5 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.
- 7.6 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from these causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the purpose of this Easement.

8. General Provisions.

- 8.1 Amendment. The Landowner and Easement Holder may amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder, it:
 - a. diminishes the Conservation Values of the Property,

- b. is inconsistent with the purpose of the Easement,
- c. affects the duration of the Easement, or
- d. affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

- 8.2 Assignment. The Easement Holder may convey, assign, or transfer its interests in this Easement to a unit of federal, state, or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.
- 8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.
- 8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the purpose of the Easement and protection of the Conservation Values of the Property.
- 8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged into this Easement.
- 8.7 Extinguishment. This Easement may be terminated or extinguished before the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (a) exercise of the power of eminent domain or purchase in lieu of condemnation takes all or part of the Property or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes accomplishing the purpose of the Easement impossible.

- 8.8 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:
- a. *Operation, upkeep, and maintenance.* Easement Holder, through the FCPP program, will provide one year of vegetation establishment beyond the contractor's warranty period, after which the Landowner is responsible for the operation, upkeep, and maintenance of the Property.
 - b. *Control.* In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:
 - (i) exercise physical or managerial control over the day-to-day operations of the Property;
 - (ii) become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances; or
 - (iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.
 - c. *Permits.* The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement and all construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations, and requirements.
 - d. *Indemnification.* The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents, contractors, and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:
 - (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
 - (ii) the violation or alleged violation of, or other failure to comply

with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving, or related to the Property;

(iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

e. *Taxes.* Before delinquency, the Landowner shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon or incurred in response to this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

8.9 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located and may re-record it or any other document necessary to protect its rights under this Easement.

8.10 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.

8.11 Successors. This Easement is binding upon, and inures to the benefit of, the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property for the term of the Easement.

8.12 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.

8.13 Warranties and Representations. The Landowner warrants and represents that:

- a. The Landowner and the Property comply with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- b. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and

- c. The person signing this Easement has authority to grant this Conservation Easement to the Easement Holder.

GRANT OF INTEREST TO EASEMENT HOLDER

As _____, I execute the foregoing Limited Term Conservation Easement and acknowledge the same on this ____ day of _____.

By: _____

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this ____ day of _____, _____, the person known as _____ came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The Milwaukee Metropolitan Sewerage District accepts the foregoing Limited Term Conservation Easement on this _____ day of _____

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

Approved as to Form: _____
Attorney for the District

STATE OF WISCONSIN

MILWAUKEE COUNTY

On this _____ day of _____, 2019, the person known as _____ came before me and executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission expires _____

_____, Staff Attorney, Milwaukee Metropolitan Sewerage District, drafted this conservation easement.

- ATTACHMENTS
EXHIBIT A Description of the Property
EXHIBIT B Maps Showing the Location of the Property and the Green Infrastructure subject to this Easement

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Address: _____, Wisconsin _____

Tax Key: _____

Legal
Description

EXHIBIT B

MAP SHOWING THE LOCATION OF THE PROPERTY AND THE
GREEN INFRASTRUCTURE SUBJECT TO THIS EASEMENT

STAFF REPORT

Item: Progress Payment for Sanitary Rehabilitation Project - 21105

Recommendation: That the Board considers a motion to approve the progress payment for the Sanitary Rehabilitation project to Visu-Sewer in the amount of \$86,436.60.

Fiscal Impact: This project is part of the 2021 Capital Improvement Project Budget

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 Utility Commission approved the 2021 Capital Improvement Project to continue with the sanitary sewer rehabilitation program. The project continues to identify and correct deficiencies in the sanitary sewer system throughout the City of Oak Creek. The Utility uses the NASSCO rating system to evaluate the sewer repairs based on the camera work completed on the system. The repairs utilize different construction techniques in complete pipe relays, lining, spot repairs and spot lining. The Contractor has completed the majority of the various lining locations.

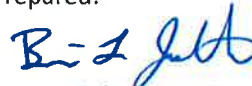
Options/Alternatives: None.

Respectfully submitted:



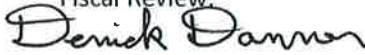
Andrew J. Vickers, MPA
City Administrator

Prepared:



Brian L. Johnston, PE
Utility Engineer

Fiscal Review:



Derrick Danner
Accounting Manager

Approved:



Michael J. Sullivan, PE
General Manager

Attachments: 21105 Sanitary Rehab Progress Payment Report

**OAK CREEK WATER AND SEWER UTILITY
PROGRESS PAYMENT REPORT**

PROJECT NO. 21105- Sanitary Rehab

Item No.	Item Description	Bid Quantity	Unit Price		Total Price	Partial Payment No. 1 May 11, 2021		Partial Payment No. 2 July 13, 2021		Partial Payment No. 3 August 9, 2021		PROJECT TOTAL	
			Unit	Price		Quantity Complete	Cost Complete	Quantity Complete	Cost Complete	Quantity Complete	Cost Complete	Quantity Complete	Cost Complete
1	PVC Sanitary Sewer Spot Repair (5-10 LF)	3 EA	\$17,850.00	\$53,550.00	\$53,550.00	3.00	\$53,550.00		\$0.00		\$0.00	3.00	\$53,550.00
2	PVC Sanitary Sewer Spot Repair (10-20 LF)	1 EA	\$17,850.00	\$17,850.00	\$17,850.00	1	\$17,850.00		\$0.00		\$0.00	1.00	\$17,850.00
3	6-Inch PVC Sanitary Lateral Relay	5 LF	\$420.00	\$2,100.00	\$2,100.00	3.00	\$1,260.00		\$0.00		\$0.00	3.00	\$1,260.00
4	8-Inch PVC Sanitary Sewer Relay	60 LF	\$315.00	\$18,900.00	\$18,900.00	57	\$17,955.00		\$0.00		\$0.00	57.00	\$17,955.00
5	8-Inch CIPP Liner	5,169 LF	\$26.80	\$138,529.20	\$138,529.20		\$0.00	5,169.00	\$138,529.20		\$0.00	5,169.00	\$138,529.20
6	10-Inch CIPP Liner	610 LF	\$30.80	\$18,788.00	\$18,788.00		\$0.00	301	\$9,270.80		\$0.00	301.00	\$9,270.80
7	15-Inch CIPP Liner	1,410 LF	\$60.30	\$85,023.00	\$85,023.00		\$0.00	1,410	\$85,023.00		\$0.00	1,410.00	\$85,023.00
8	18-Inch CIPP Liner	664 LF	\$76.70	\$50,928.80	\$50,928.80		\$0.00	232.00	\$17,794.40	432.00	\$33,134.40	664.00	\$50,928.80
9	21-Inch CIPP Liner	1,897 LF	\$77.70	\$147,396.90	\$147,396.90		\$0.00	1,211.00	\$94,094.70	686.00	\$53,302.20	1,897.00	\$147,396.90
10	Test & Seal Lateral Connections	106 EA	\$335.00	\$35,510.00	\$35,510.00		\$0.00		\$0.00		\$0.00		\$0.00
11	Sanitary Sewer Relay Trench EBS	11 CY	\$210.00	\$2,310.00	\$2,310.00		\$0.00		\$0.00		\$0.00		\$0.00
12	Dense Graded Base (3")	24 TON	\$1,260.00	\$30,240.00	\$30,240.00		\$0.00		\$0.00		\$0.00		\$0.00
13	Sanitary Sewer Abandonment	143 LF	\$32.00	\$4,576.00	\$4,576.00	143.00	\$4,576.00		\$0.00		\$0.00	143.00	\$4,576.00
E-1	Grout Leaky Lateral	1 LS	\$1,800.00	\$1,800.00	\$1,800.00		\$0.00	1.00	\$1,800.00		\$0.00	1.00	\$1,800.00
TOTAL ITEMS 1-22 (inclusive)							\$95,191.00	\$346,512.10	\$86,436.60		\$528,139.70		\$528,139.70

Sub-Total Completed To Date \$528,139.70
 Less Allowance for testing and approval \$0.00
 Less Retainage (5% to 50% complete) -\$15,187.55
 Total \$512,952.15
 Less Previous Payments \$426,515.55
TOTAL PAYMENT DUE THIS PERIOD \$86,436.60

Recommended for Commission Approval by:  Date: 8-2-21



STAFF REPORT

Item: Change Order No. 1 for Rawson Avenue Water Extension Project - 20103

Recommendation: That the Board considers a motion to approve the Change Order No. 1 for the Rawson Avenue Water Extension project to IHC Construction Companies, LLC in the amount of \$24,891.56

Fiscal Impact: This project is part of the 2020 Capital Improvement Project Budget

- 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 Utility Commission approved the 2020 Capital Improvement Project to extend the water main along E. Rawson Avenue. This project includes installing approximately 1,385 LF of 12" water main E. Rawson Avenue from approximately 890' East of S Clement Avenue to approximately 740' West of S. Ash Street. This project will connect two dead end lines. The proposed Change Order No. 1 involves materials that have been delivered to the site and mobilization/demobilization due to the We Energies conflict. This project is on hold and the Contractor has left the site until We Energies is able to relocate their electric line. This electric line was not indicated correctly on their as built drawings nor was it located by a Diggers Hotline ticket. The Contractor exposed the 25k Volt electric line with the excavator while digging the bore pit to install the watermain under the railroad tracks. We Energies is working through coordination with the railroad to relocate their line out of our construction area. Staff has verified the materials are on site and the Contractor has insurance on the materials.

Options/Alternatives: Staff has worked with the Contractor on coming to terms on the change order costs.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Brian L. Johnston, PE
Utility Engineer

Fiscal Review:

Derrick Danner
Accounting Manager

Approved:

Michael J. Sullivan, PE
General Manager

Attachments: 20103 Rawson Avenue Water Extension Change Order No. 1



WATER and SEWER UTILITY

170 West Drexel Avenue, Oak Creek, WI 53154
water.oak-creek.wi.us
414-570-8210

August 2, 2021

Phil Livingston
IHC Construction Companies, LLC.
385 Airport Road, Suite 100
Elgin IL, 60123

Re: Rawson Ave Water Main Extension
Utility Project No. 20103
Change Order No.1

Dear Mr. Livingston:

Enclosed is a copy of Change Order No. 1, detailing a change to bid items to make a payment for Materials as delivered and stored onsite, and cost of demobilizing/remobilizing for delays caused by We Energies' and Digger's Hotline conflicts. Please review, sign, and return the enclosed Change Order No. 1 to me.

1) Materials delivered and stored onsite per changes to bid items below:

- a. 12" PVC Water Main - Open Cut - Excavated Backfill:
 - Changes Bid item 1 to 1a @ \$159.46/lf
 - Adds Bid Item 1b = \$51.54/lf
- b. 12" PVC Water Main - Open Cut - Select Backfill:
 - Changes bid item 2 to 2a @ \$157.57/lf
 - Adds Bid Item 2b = \$93.43/lf
- c. 12" PVC Water Main - Open Cut - Slurry Backfill:
 - Changes Bid Item 3 to 3a @ \$178.73/lf
 - Adds Bid Item 3b = \$389.27/lf
- d. 12" PVC Water Main - Directional Bore:
 - Changes bid item 4 to 4a @ \$43.71/lf
 - Adds Bid Item 4b = \$110.29/lf
- e. 12" PVC Water Main - Installed in Casing:
 - Changes bid item 5 to 5a @ \$41.67/lf
 - Adds Bid Item 5b = \$73.32/lf
- f. Hydrant Assembly:
 - Changes bid item 9 to 9a @ \$4,378.00/ea
 - Adds Bid Item 9b = \$12,311.00/ea
- g. 12" Gate Valve and Box:

	Changes bid item 10 to 10a @	\$2,925.00/ea
	Adds Bid Item 10b =	\$3,605.00/ea
h.	Water Monitoring Assembly:	
	Changes bid item 11 to 11a @	\$4,399.00/ea
	Adds Bid Item 11b =	\$9,889.00/ea
i.	1.25" Poly Water Service:	
	Changes bid item 12 to 12a @	\$1.04/lf
	Adds Bid Item 12b =	\$36.96/lf
j.	1.25" Water Service Fittings:	
	Changes bid item 13 to 13a @	\$353.15
	Adds Bid Item 13b =	\$1,673.85/ea
k.	Connection @ Station 27+00:	
	Changes bid item 15 to 15a @	\$1,707.00/ea
	Adds Bid Item 15b =	\$13,938.00/ea

2) Demobilizing/Remobilizing/Utility Conflict \$24,891.56

Therefore, the total net change approved is \$24,891.56, including \$24,891.56 of Extras per the reviewed and approved breakdown of costs.

If you have any questions please contact me at sricker@water.oak-creek.wi.us, or 414.766.6624 ext. 6638.

Sincerely,



Seth Ricker
Construction Coordinator

(sar)

Enclosures (1): Change Order No. 1 Authorization Sheet

CHANGE ORDER AUTHORIZATION

**CHANGE ORDER NO. 1
PROJECT NO. 20103**

Rawson Ave Water Main Extension

INITIATED BY THE OAK CREEK WATER AND SEWER UTILITY
DATE INITIATED: July 22, 2021

Work authorization for furnishing the necessary labor, materials and equipment to perform the following:

ITEM NO.	ITEM DESCRIPTION	QUANTITY UNIT	UNIT PRICE	COST
E-1	Utility Conflict Demobilizing/Remobilizing	1LS	\$24,891.56	\$24,891.56
	TOTAL CHANGE ORDER			\$24,891.56

E = Contract Extra, C = Contract Credit

This work, performed under the Rawson Ave Water Main Extension contract, is hereby agreed upon and has been performed as indicated under the contract for Project No. 20103, Change Order No. 1 for contract extras with a total net cost of \$24,891.56.

IHC Construction Companies, LLC.

Oak Creek Water & Sewer Utility

Signature

Signature

Walter P. Dwyer, Chief Operating Officer
Accepted by (print name)

Accepted by (print name)

08/03/2021
Date Accepted

Date Accepted



STAFF REPORT

Item: Progress Payment for Rawson Avenue Water Extension Project - 20103

Recommendation: That the Board considers a motion to approve the progress payment for the Rawson Avenue Water Extension project to IHC Construction Companies, LLC in the amount of \$130,970.80.

Fiscal Impact: This project is part of the 2020 Capital Improvement Project Budget

- 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 Utility Commission approved the 2020 Capital Improvement Project to extend the water main along E. Rawson Avenue. This project includes installing approximately 1,385 LF of 12" water main E. Rawson Avenue from approximately 890' East of S Clement Avenue to approximately 740' West of S. Ash Street. This project will connect two dead end lines. This will require coordination with the Union Pacific Railroad. This project will improve water quality and fire flow protection to this area. This payment includes Change Order No. 1 that involves materials that have been delivered to the site and mobilization/demobilization due to the We Energies conflict. This project is on hold and the Contractor has left the site until We Energies is able to relocate their electric line. This electric line was not indicated correctly on their as built drawings.

Options/Alternatives: None.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Brian L. Johnston, PE
Utility Engineer

Fiscal Review:

Derrick Danner
Accounting Manager

Approved:

Michael J. Sullivan, PE
General Manager

Attachments: 20103 Rawson Avenue Water Extension Progress Payment Report

**OAK CREEK WATER AND SEWER UTILITY
PROGRESS PAYMENT REPORT**

PROJECT NO. 20103- Rawson Ave Water Extension

		IHC Construction Companies, LLC 385 Airport Road, Suite 100, Elgin, IL 60123				Partial Payment No. 1 August 10, 2021		PROJECT TOTAL	
Item No.	Item Description	Bid Quantity	Unit	Price	Total Price	Quantity Complete	Cost Complete	Quantity Complete	Cost Complete
1.a	12" PVC Water Main - Open Cut - Excavated Backfill Material	134	LF	\$159.46	\$21,367.64	134	\$21,367.64	134.00	\$21,367.64
1.b	12" PVC Water Main - Open Cut - Excavated Backfill Labor	134	LF	\$51.54	\$6,906.36		\$0.00		\$0.00
2.a	12" PVC Water Main - Open Cut - Select Backfill Material	38	LF	\$157.57	\$5,987.66	38	\$5,987.66	38.00	\$5,987.66
2.b	12" PVC Water Main - Open Cut - Select Backfill Labor	38	LF	\$93.43	\$3,550.34		\$0.00		\$0.00
3.a	12" PVC Water Main - Open Cut - Slurry Backfill Material	26	LF	\$178.73	\$4,646.98	26	\$4,646.98	26.00	\$4,646.98
3.b	12" PVC Water Main - Open Cut - Slurry Backfill Labor	26	LF	\$389.27	\$10,121.02		\$0.00		\$0.00
4.a	12" PVC Water Main - Directional Bore Material	1346	LF	\$43.71	\$58,833.66	1346	\$58,833.66	1,346.00	\$58,833.66
4.b	12" PVC Water Main - Directional Bore Labor	1346	LF	\$110.29	\$148,450.34		\$0.00		\$0.00
5.a	12" PVC Water Main - Installed in Casing Material	100	LF	\$41.68	\$4,168.00	100	\$4,168.00	100.00	\$4,168.00
5.b	12" PVC Water Main - Installed in Casing Labor	100	LF	\$73.32	\$7,332.00		\$0.00		\$0.00
6	24" Steel Casing - Jacked in Place	100	LF	\$933.00	\$93,300.00		\$0.00		\$0.00
7	Salvage Hydrant	2	EA	\$1,984.00	\$3,968.00		\$0.00		\$0.00
8	Salvage Existing Gate Valve & Box	2	EA	\$1,984.00	\$3,968.00		\$0.00		\$0.00
9.a	Hydrant Assembly Material	3	EA	\$4,378.00	\$13,134.00	3	\$13,134.00	3.00	\$13,134.00
9.b	Hydrant Assembly Labor	3	EA	\$12,311.00	\$36,933.00		\$0.00		\$0.00
10.a	12" Gate Valve and Box Material	3	EA	\$2,925.00	\$8,775.00	3	\$8,775.00	3.00	\$8,775.00
10.b	12" Gate Valve and Box Labor	3	EA	\$3,605.00	\$10,815.00		\$0.00		\$0.00
11.a	Water Monitoring Assembly Material	1	EA	\$4,399.00	\$4,399.00	1	\$4,399.00	1.00	\$4,399.00
11.b	Water Monitoring Assembly Labor	1	EA	\$9,889.00	\$9,889.00		\$0.00		\$0.00
12.a	1.25" Poly Water Service Material	216	LF	\$1.04	\$224.64	216	\$224.64	216.00	\$224.64
12.b	1.25" Poly Water Service Labor	216	LF	\$36.96	\$7,983.36		\$0.00		\$0.00
13.a	1.25" Water Service Fittings Material	5	EA	\$353.15	\$1,765.75	5	\$1,765.75	5.00	\$1,765.75
13.b	1.25" Water Service Fittings Labor	5	EA	\$1,673.85	\$8,369.25		\$0.00		\$0.00
14	Abandon Existing Water Service	1	EA	\$2,739.00	\$2,739.00		\$0.00		\$0.00
15.a	STA 27+00 Connection Material	1	EA	\$1,707.00	\$1,707.00	1	\$1,707.00	1.00	\$1,707.00
15.b	STA 27+00 Connection Labor	1	EA	\$13,938.00	\$13,938.00		\$0.00		\$0.00
16	Erosion Control	1	LS	\$2,274.00	\$2,274.00		\$0.00		\$0.00
17	Restoration	1	LS	\$15,465.00	\$15,465.00		\$0.00		\$0.00
18	Traffic Control	1	LS	\$5,684.00	\$5,684.00		\$0.00		\$0.00
19	Clear and Grub Tree @ 24+10	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00	1.00	\$2,500.00
CO#1	WeEnergies Conflict	1	LS	\$24,891.56	\$24,891.56	1	\$24,891.56	1.00	\$24,891.56
TOTAL ITEMS 1-19 (inclusive)					\$544,086.56		\$152,400.89		\$152,400.89

Sub-Total Completed To Date	\$152,400.89
Less Allowance for testing and approval	10% -\$15,240.09
Less Retainage (5% to 50% complete)	5% -\$6,190.00
Total	\$130,970.80
Less Previous Payments	\$0.00
TOTAL PAYMENT DUE THIS PERIOD	\$130,970.80

Recommended for Commission Approval by: B. J. [Signature] Date: 8-2-21



STAFF REPORT

Item: Progress Payment for Oak Creek Water Sluicagate Repairs

Recommendation: That the Board considers a motion to approve the progress payment for the Oak Creek Water Utility Sluicagate Repair and Removal project to Grunau Company in the amount of \$10,000.

Fiscal Impact: This project is part of the 2021 Capital Improvement Budget

- 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, [x] Quality Infrastructure, Amenities, and Services, [] Not Applicable

Background: The Utility Commission approved the 2021 Capital Improvement Project to repair one sluicagate, shaft and operator while removing one sluicagate and operator then sealing the remaining opening water tight. This project was approved in the 2021 budget for \$60,000. The contractor has completed fabrication and material acquisition to complete the project when demand at the plant is seasonally reduced.

Options/Alternatives: None

Respectfully submitted: Andrew J. Vickers, MPA City Administrator

Prepared: Mike Robe Treatment Plant Manager

Fiscal Review: Derrick Danner Accounting Manager

Approved: Mike J. Sullivan, PE General Manager

Attachments: None



STAFF REPORT

Item: Award Janat Booster Station Flow Meter Replacement

Recommendation: That the Board considers a motion to enter into an agreement with LEE Mechanical for the replacement of the 16" flow meter at Janat Drive booster station in the amount of \$25,023.00.

Fiscal Impact: This project is a needed replacement to our pumping operation.

- 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: Janat Drive booster station is integral to providing flow and pressure to the North and West parts of our system. The current flow meter is a Venturi type meter and was installed in 1982. The meter is not in service due to excessive repair costs that are better spent on a new ABB Magnetic flow meter. We currently have several ABB Magnetic flow meters in our system and are satisfied with their performance. This performance history along with keeping continuity in our flow meters is why ABB was specified.

Options/Alternatives: Two quotes were received on the project. Butters-Fetting Co. at \$28,850.00 and LEE Mechanical at \$25,023.00. LEE Mechanical was the lowest qualified bidder and my recommendation.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Mike Robe
Treatment Plant Manager

Fiscal Review:

Derrick Danner
Accounting Manager

Approved:

Michael J. Sullivan, PE
General Manager

Attachments: None



STAFF REPORT

Item: Award Raw Water Pump No. 4 Valve Repair

Recommendation: That the Board considers a motion to enter into an agreement with Crane Engineering for the repair of the tilted disk valve on pump four at the Raw Water Pump Station for the amount of \$11,970

Fiscal Impact: This project is a needed repair to our pumping operation.

- 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: Pump No. 4 is our largest raw water pump and is currently listed for emergency use only due to a valve malfunction. This malfunction is caused by years of wear that have led to excessive play in the valve components. These components can be replaced and the pump returned to full service to meet seasonal demands.

Options/Alternatives: Crane Engineering is the only authorized Val-Matic repair contractor in the area.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Mike Robe
Treatment Plant Manager

Fiscal Review:

Derrick Danner
Accounting Manager

Approved:

Michael J. Sullivan, PE
General Manager

Attachments: None

ACCOUNTS PAYABLE SUMMARY
AUGUST 2021

Vendor	Description	Dollar Amount
Badger Meter Manufacturing	Meters	6,148.17
Brown and Caldwell	Services-Sanitary Sewer Master Plan	11,019.39
CH2M	PLC Replacement	6,411.39
Chase Card Services	Charge Card Invoices	2,301.51
Chemtrade Chemicals US, LLC.	H1050 Coagulant	32,215.06
CIVIC Systems, LLC.	Support Fees: 7/1/21-12/31/21	5,682.00
Foth Infrastructure	Services-Centennial Sanitary Sewer	8,618.40
Grunau Company	Sluice Gate	10,000.00
Hawkins, Inc.	Potassium Permanganate	7,878.47
Hydrite Chemical Company	Chlorine for Plant	13,606.50
IHC Construction Companies	Rawson Water Main Lining Payment #1	130,971.54
John Fabick Tractor	Drum Roller Rental	2,071.50
Kwik Trip Extended Network	Gas for Truck Fleet	2,247.71
Milwaukee Metropolitan Sewerage District	Metro Bills	351,026.76
Oak Creek Utility	Utility's Metro Bill	11,146.50
Payne & Dolan, Inc.	Asphalt and Restoration for Main Breaks	1,578.84
R.A. Smith National	Services-Howell Water Main Lining & Howell Water Relay	11,380.75
Revspring, Inc.	Processing of June Billing	2,646.48
Strand Associates, Inc.	Services- Risk & Resiliency Assessment & Low Lift Drive Maintenance	7,679.61
USA Blue Book	Lab Supplies & Turbidity Meter Cord	1,646.27
Visu-Sewer, Inc.	Services-Sanitary Rehab Payment #3	86,436.60
Wisconsin Electric Power Company	Electric/Gas Bills	64,255.27

Subtotal

776,968.72

Remaining Invoices

8,869.78

TOTAL OF ACCOUNTS PAYABLE INVOICES TO BE PAID

\$ 785,838.50

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Oak Creek Water & Sewer Utility
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 08/10/2021

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
01230			ACE HARDWARE-SOUTH MILWAUKEE					
062040	07/21/21	01 02	LED BULBS	082462602 082664302			07/21/21	9.69 9.69 19.38
			INVOICE TOTAL:					19.38
062083	07/21/21	01	SANITARY LIFT STATION REPAIR	092483202			07/21/21	23.84 23.84
			INVOICE TOTAL:					23.84
062141	07/30/21	01 02	MURIATIC ACID	082462602 082664302			07/30/21	9.69 9.69 19.38
			INVOICE TOTAL:					19.38
062234	08/02/21	01 02	MISCELLANEOUS SUPPLIES	082462602 082664302			08/02/21	3.40 3.41 6.81 69.41
			INVOICE TOTAL:					6.81
			VENDOR TOTAL:					69.41
07650			AT & T					
414768706007-2021	07/21/21	01 02 03 04 05 06 07 08 09 10	PHONE CHARGES-PP PHONE CHARGES PHONE CHARGES PHONE CHARGES PHONE CHARGES PHONE CHARGES PHONE CHARGES PHONE CHARGES PHONE CHARGES PHONE CHARGES	092882002 092882702 082462402 083841622 092882022 082866222 082462602 082664302 083292102 093285102			07/21/21	20.00 30.00 10.00 5.00 2.50 2.50 25.00 15.00 25.18 10.79 145.97
			INVOICE TOTAL:					145.97
414768707007-2021	07/21/21	01 02	PHONE CHARGES-PP PHONE CHARGES	082462602 082664302			07/21/21	211.93 211.92 423.85 569.82
			INVOICE TOTAL:					423.85
			VENDOR TOTAL:					569.82

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11250			BADGER METER MANUFACTURING					
1444419	07/21/21	01	CALEDONIA METER-NICHOLSON	080234600			07/21/21	2,273.81
							INVOICE TOTAL:	2,273.81
1448712	08/02/21	01	METERS & HEADS-HUB 13	080234600			08/02/21	3,200.90
							INVOICE TOTAL:	3,200.90
1449051	08/02/21	01	COMPOUND METER PARTS	080234600			08/02/21	673.46
							INVOICE TOTAL:	673.46
							VENDOR TOTAL:	6,148.17
11640			CHASE CARD SERVICES					
2021-08-BJ	08/02/21	01	JOHNSTON-WIAWWA TRAINING,	083292602			08/02/21	-343.20
		02	HOTEL REFUND	093285402				-147.09
							INVOICE TOTAL:	-490.29
2021-08-DN	08/02/21	01	NIEMI-ADOBE LICENSE, WIRELESS	083292102			08/02/21	270.85
		02	MICE, FLASH DRIVES	093285102				116.08
							INVOICE TOTAL:	386.93
2021-08-MR	08/02/21	01	ROBE-LAB THERMOMETERS, WATER	082462602			08/02/21	557.84
		02	SAMPLES, ICE, BREAK ROOM CLK,	082463102				7.49
		03	GASKETS, PRESSURE GAUGE,	082664202				232.00
		04	SHIPPING, FOUNTAIN SUPPLIES,	082664302				737.19
		05	HOSE COUPLING, GARBAGE BAGS,	082665102				7.49
		06	MOWER TIRES, RUNNING BOARDS,	082665202				19.59
		07	FENCE TIES, AIR COMPRESSOR,	083693302				332.60
		08	LADDER, EXHAUST FAN, SYCAMORE	** COMMENT **				
		09	UPS	** COMMENT **				
							INVOICE TOTAL:	1,894.20
2021-08-NB	08/02/21	01	BUTLER-AT&T BILL, CIVIC	083292602			08/02/21	66.50
		02	SYSTEMS TRAINING-DANNER	093285402				28.50
		03		092882002				20.00

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Oak Creek Water & Sewer Utility
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17640	CH2M							
460402CH019R	08/02/21	01	PLC REPLACEMENT	080121107			08/02/21	6,411.39
							INVOICE TOTAL:	6,411.39
							VENDOR TOTAL:	6,411.39
17999	CHEMTRADE CHEMICALS US LLC							
93144028	07/21/21	01	H1050 COAGULANT-PLANT	080415400			07/21/21	10,793.65
							INVOICE TOTAL:	10,793.65
93144031	07/21/21	01	H1050 COAGULANT-PLANT	080415400			07/21/21	10,694.54
							INVOICE TOTAL:	10,694.54
93154810	07/30/21	01	H1050 COAGULANT-PLANT	080415400			07/30/21	10,726.87
							INVOICE TOTAL:	10,726.87
							VENDOR TOTAL:	32,215.06
18750	CITY OF OAK CREEK							
00018280	08/02/21	01	PERMIT-DUMP STATION	090120107			08/02/21	55.00
							INVOICE TOTAL:	55.00
							VENDOR TOTAL:	55.00
20200	CIVIC SYSTEMS, LLC							
CVC20866	07/21/21	01	SUPPORT FEES: 7/1/21-12/31/21	083292302			07/21/21	3,977.40
		02		093285202				1,704.60
							INVOICE TOTAL:	5,682.00
							VENDOR TOTAL:	5,682.00
26935	CRAIG, PAUL							
2021-CDL	07/30/21	01	2021-CDL	083292602			07/30/21	9.80
		02		093285402				4.20
							INVOICE TOTAL:	14.00
							VENDOR TOTAL:	14.00

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30000	DIGGERS HOTLINE INC.							
210661601	07/21/21	01	DIGGERS HOTLINE TICKETS-JUNE	083841622			07/21/21	434.31
		02	EMAIL TICKETS 493 @ \$1.74	092882022				217.16
		03	PHONE TICKETS 4 @ \$2.70	082886222				217.15
			INVOICE TOTAL:					868.62
			VENDOR TOTAL:					868.62
41000	ENTRANCE SYSTEMS							
42098	07/30/21	01	GATE REPAIR & MAINTENANCE-HDQ	083293002			07/30/21	243.38
		02		093285602				104.31
			INVOICE TOTAL:					347.69
			VENDOR TOTAL:					347.69
42400	FEDERAL EXPRESS CORP.							
7-428-20880	07/21/21	01	SHIPPING/DELIVERY CHARGES-	092883212			07/21/21	159.55
		02	SEWER CAMERA REPAIR	** COMMENT **				159.55
			INVOICE TOTAL:					159.55
			VENDOR TOTAL:					159.55
43075	FIRST SUPPLY LLC							
12783041-00	07/21/21	01	POLY-LATERAL REPAIRS	0828867502			07/21/21	70.00
			INVOICE TOTAL:					70.00
12826151-00	07/30/21	01	MISC SUPPLIES	082886202			07/30/21	7.14
		02		092882702				3.08
			INVOICE TOTAL:					10.22
			VENDOR TOTAL:					80.22
43135	FISHER SCIENTIFIC COMPANY							
4639263	07/30/21	01	LAB SUPPLIES	082664202			07/30/21	57.68
			INVOICE TOTAL:					57.68
			VENDOR TOTAL:					57.68

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Oak Creek Water & Sewer Utility
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43195			FOTH INFRASTRUCTURE & ENVIRON					
73424	07/30/21	01	CENTENNIAL SANITARY SEWER	090121104			07/30/21	8,618.40
							INVOICE TOTAL:	8,618.40
							VENDOR TOTAL:	8,618.40
46400			GOODIN COMPANY					
01026388-00	07/30/21	01	GARAGE HEATER BLOWER MOTOR	082867802			07/30/21	11.02
		02	FREIGHT	093283402				4.72
							INVOICE TOTAL:	15.74
01026388-01	07/30/21	01	GARAGE HEATER BLOWER MOTOR	082867802			07/30/21	74.62
		02		093283402				31.98
							INVOICE TOTAL:	106.60
							VENDOR TOTAL:	122.34
46875			WW GRAINGER INC.					
9001656306	08/02/21	01	KATHABAR FILTERS	082462602			08/02/21	14.88
		02		082664302				14.88
							INVOICE TOTAL:	29.76
9959609687	07/30/21	01	FOUNTAIN PUMP	082462602			07/30/21	476.47
		02		082664302				476.47
							INVOICE TOTAL:	952.94
							VENDOR TOTAL:	982.70
47000			GRUNAU COMPANY					
470502	07/21/21	01	SLUICE GATE	080174700			07/21/21	10,000.00
							INVOICE TOTAL:	10,000.00
							VENDOR TOTAL:	10,000.00
47900			HAWKINS, INC.					
4978533	07/21/21	01	POTASSIUM PERMANGANATE	080415400			07/21/21	7,878.47
							INVOICE TOTAL:	7,878.47
							VENDOR TOTAL:	7,878.47

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49300	HESTIA LABORATORIES, INC.							
5511	07/30/21	01	LAB SUPPLIES	082664202			07/30/21	267.76
							INVOICE TOTAL:	267.76
							VENDOR TOTAL:	267.76
55010	HYDRITE CHEMICAL CO.							
02463999	07/30/21	01	CHLORINE-PLANT USE	080415400			07/30/21	3,442.50
							INVOICE TOTAL:	3,442.50
02475001	07/30/21	01	CHLORINE-PLANT USE	080415400			07/30/21	3,526.50
							INVOICE TOTAL:	3,526.50
02481525	07/30/21	01	CHLORINE-PLANT USE	080415400			07/30/21	3,360.00
							INVOICE TOTAL:	3,360.00
02489639	08/02/21	01	CHLORINE-PLANT USE	080415400			08/02/21	3,277.50
							INVOICE TOTAL:	3,277.50
							VENDOR TOTAL:	13,606.50
55045	IHC CONSTRUCTION COMPANIES							
20103-PAYMENT #1	07/30/21	01	RAWSON AVE WM LINING PMT #1	080120103			07/30/21	130,971.54
							INVOICE TOTAL:	130,971.54
							VENDOR TOTAL:	130,971.54
55350	IDEXX DISTRIBUTION CORP.							
3088371974	07/30/21	01	LAB SUPPLIES	082664202			07/30/21	368.37
							INVOICE TOTAL:	368.37
							VENDOR TOTAL:	368.37
55440	INDELCO PLASTIC CORPORATION							
INV271712	07/30/21	01	CHLORINE DAY TANK REPLACEMENT	082665202			07/30/21	171.60
							INVOICE TOTAL:	171.60
							VENDOR TOTAL:	171.60

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55690	J. F. AHERN CO.							
448090	07/21/21	01	FIRE SPRINKLER SYSTEM	082462602			07/21/21	117.00
		02	INSPECTION-PLANT	082664302				117.00
							INVOICE TOTAL:	234.00
							VENDOR TOTAL:	234.00
56397	JOHN FABICK TRACTOR							
RIRR0002679	07/30/21	01	DRUM ROLLER RENTAL	082867302			07/30/21	2,071.50
							INVOICE TOTAL:	2,071.50
							VENDOR TOTAL:	2,071.50
57015	KRANZ INC.							
1751344-00	07/30/21	01	CLEANING SUPPLIES	082462602			07/30/21	108.05
		02		082664302				108.05
							INVOICE TOTAL:	216.10
							VENDOR TOTAL:	216.10
58150	KWIK TRIP EXTENDED NETWORK							
NP60447725	08/02/21	01	BG2315613-GAS-TRUCK FLEET-PP	083693302			08/02/21	2,247.71
							INVOICE TOTAL:	2,247.71
							VENDOR TOTAL:	2,247.71
65599	MCMMASTER-CARR							
62076692	07/30/21	01	VALVES	082463102			07/30/21	165.61
		02		082665102				165.62
							INVOICE TOTAL:	331.23
							VENDOR TOTAL:	331.23
65611	MENARDS							
29032	07/21/21	01	LIFT STATION PAINT, IRRIGATION	092483202			07/21/21	231.17

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Oak Creek Water & Sewer Utility
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65611			MENARDS					
29032	07/21/21	02	SUPPLIES-HDQ	** COMMENT **			07/21/21	231.17
							INVOICE TOTAL:	
29190	07/30/21	01 02	FURNACE REPAIR-DIST	082867802 093283402			07/30/21	37.20 15.94 53.14
							INVOICE TOTAL:	
29315	07/30/21	01 02	MISC. MONTHLY PURCHASES	082462602 082664302			07/30/21	37.80 37.80 75.60
							INVOICE TOTAL:	
29350	07/30/21	01 02	SANITARY LIFT STATION-PAINT & SUPPLIES	092882702	** COMMENT **		07/30/21	115.54
							INVOICE TOTAL:	115.54
29637	08/02/21	01 02	SANITARY LIFT STATION PAINT SUPPLIES	092483202	** COMMENT **		08/02/21	48.67
							INVOICE TOTAL:	48.67
							VENDOR TOTAL:	524.12
65625			MILWAUKEE METRO. SEWERAGE DIST					
145-21	07/21/21	01	METRO BILL	091023202			07/21/21	313,168.63
							INVOICE TOTAL:	313,168.63
150-21	07/21/21	01	METRO BILL	091023202			07/21/21	37,858.13
							INVOICE TOTAL:	37,858.13
							VENDOR TOTAL:	351,026.76
70557			NORTHERN LAKE SERVICE INC.					
402922	07/30/21	01	WATER TESTS	082664202			07/30/21	76.00
							INVOICE TOTAL:	76.00
403022	07/30/21	01	WATER TESTS	082664202			07/30/21	295.00
							INVOICE TOTAL:	295.00

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Oak Creek Water & Sewer Utility
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70557			NORTHERN LAKE SERVICE INC.					
403812	07/30/21	01	WATER TESTS	0826664202			07/30/21	53.50
							INVOICE TOTAL:	53.50
							VENDOR TOTAL:	424.50
72570			OAK CREEK UTILITY					
2021-08	07/30/21	01	UTILITY'S METRO BILL	0826664202			07/30/21	11,146.50
							INVOICE TOTAL:	11,146.50
							VENDOR TOTAL:	11,146.50
73790			WINDSTREAM ENTERPRISE					
73996237	08/02/21	01	LONG DISTANCE CHRGES: PLT/DIST	082462602			08/02/21	3.00
		02		082664302				3.00
		03		083292102				41.18
		04		093285102				17.65
							INVOICE TOTAL:	64.83
							VENDOR TOTAL:	64.83
74510			PAYNE & DOLAN, INC.					
1748649	07/21/21	01	ASPHALT RESTORE-CARROLVILLE	082867302			07/21/21	607.70
							INVOICE TOTAL:	607.70
1750550	07/30/21	01	MB RESTORATION-FITZ & REGENCY	082867302			07/30/21	618.91
							INVOICE TOTAL:	618.91
1751665	07/30/21	01	ASPHALT RESTORE-FITZSIMMONS	082867302			07/30/21	352.23
							INVOICE TOTAL:	352.23
							VENDOR TOTAL:	1,578.84
75698			PREMIUM WATERS, INC.					
361979281	07/21/21	01	DISTILLED WATER-PLANT	0826664202			07/21/21	31.99
							INVOICE TOTAL:	31.99
							VENDOR TOTAL:	31.99

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Oak Creek Water & Sewer Utility
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83010	STRAND ASSOCIATES, INC.							
0173195	07/30/21	01	RISK & RESILIENCY ASSESSMENT	080120109			07/30/21	874.59
							INVOICE TOTAL:	874.59
0173289	07/30/21	01	LOW LIFT PROJECT	080120109			07/30/21	1,728.80
							INVOICE TOTAL:	1,728.80
0173290	07/30/21	01	LOW LIFT PROJECT	080120109			07/30/21	5,076.22
							INVOICE TOTAL:	5,076.22
							VENDOR TOTAL:	7,679.61
84000	SUPERIOR CHEMICAL							
308897	08/02/21	01	CLEANING PRODUCTS	082462602			08/02/21	133.17
		02		082664302				57.07
							INVOICE TOTAL:	190.24
							VENDOR TOTAL:	190.24
84375	SPEDDING, BITTU							
2021-08	DOUBLE PMT	07/21/21	01	CUST REIMB-DOUBLE PAYMENT	082046110		07/21/21	44.37
							INVOICE TOTAL:	44.37
							VENDOR TOTAL:	44.37
87556	THE RECYCLING CENTER &							
7731		07/30/21	01	CRUSHED ROCK-WM BREAK REPAIR	082867302		07/30/21	650.20
							INVOICE TOTAL:	650.20
							VENDOR TOTAL:	650.20
89001	TIME WARNER CABLE							
071735402071921-08		07/30/21	01	INTERNET CHARGES-PP	092882002		07/30/21	5.00
			02		092882702			5.00
			03		083841622			4.00

DATE: 08/03/21
 TIME: 13:20:26
 ID: AP441000.WOW

Oak Creek Water & Sewer Utility
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 08/10/2021

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
89001			TIME WARNER CABLE					
071735402071921-08	07/30/21	04		092882022			07/30/21	2.00
		05		082866222				2.00
		06		082866202				25.00
		07		083292102				81.89
		08		093285102				35.09
		09		082260302				15.00
		10		082462402				5.00
		11		082462602				10.00
		12		082664302				20.00
		13		083292102				9.99
								INVOICE TOTAL: 219.97
								VENDOR TOTAL: 219.97
89080			TOKAY SOFTWARE					
8512	07/21/21	01	ANNUAL BACKFLOW PREVENTION	083292302			07/21/21	270.00
								INVOICE TOTAL: 270.00
								VENDOR TOTAL: 270.00
93100			USA BLUE BOOK					
659167	07/21/21	01	ATP SAMPLING SUPPLIES	082664202			07/21/21	1,237.13
								INVOICE TOTAL: 1,237.13
659299	07/21/21	01	LAB SUPPLIES	082664202			07/21/21	132.33
								INVOICE TOTAL: 132.33
660776	07/21/21	01	LAB SUPPLIES	082664202			07/21/21	53.52
								INVOICE TOTAL: 53.52
663704	07/21/21	01	LAB TURBIDITY METER CORD	082665202			07/21/21	223.29
								INVOICE TOTAL: 223.29
								VENDOR TOTAL: 1,646.27
93577			VISU-SEWER INC.					

DATE: 08/03/21
 TIME: 13:20:26
 ID: AP441000.WOW

Oak Creek Water & Sewer Utility
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 08/10/2021

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	PROJECT	DUE DATE	ITEM AMT
93577			VISU-SEWER INC.					
21105-PAYMENT #3	07/30/21	01	SANITARY REHAB PAYMENT #3	090121105			07/30/21	86,436.60
							INVOICE TOTAL:	86,436.60
							VENDOR TOTAL:	86,436.60
96250			WISCONSIN ELECTRIC POWER COMP.					
2021-08-04	07/30/21	01	ELECTRIC/GAS BILLS-PP	082462302			07/30/21	39,568.56
		02	ELECTRIC/GAS BILLS	082462602				4,205.79
		03	ELECTRIC/GAS BILLS	082664202				2,180.63
		04	ELECTRIC/GAS BILLS	082664302				5,451.46
							INVOICE TOTAL:	51,406.44
2021-08-04-E	07/30/21	01	ELECTRIC/GAS BILLS-PP	082462302			07/30/21	8,240.84
		02	ELECTRIC/GAS BILLS	082462602				45.92
		03	ELECTRIC/GAS BILLS	082866102				28.31
		04	ELECTRIC/GAS BILLS	082866502				432.72
		05	ELECTRIC/GAS BILLS	083292102				432.72
		06	ELECTRIC/GAS BILLS	092482102				149.60
		07	ELECTRIC/GAS BILLS	092882702				432.72
		08	ELECTRIC/GAS BILLS	093285102				432.72
							INVOICE TOTAL:	10,195.55
2021-08-10	07/30/21	01	ELECTRIC/GAS BILLS-PP	082462602			07/30/21	1,106.62
		02	ELECTRIC/GAS BILLS	082664302				1,384.02
		03	ELECTRIC/GAS BILLS	082866502				40.66
		04	ELECTRIC/GAS BILLS	083292102				40.66
		05	ELECTRIC/GAS BILLS	092882702				40.66
		06	ELECTRIC/GAS BILLS	093285102				40.66
							INVOICE TOTAL:	2,653.28
							VENDOR TOTAL:	64,255.27
							TOTAL ALL INVOICES:	785,838.50

INVESTMENT SUMMARY
July 2021

	Beginning Balance	Deposits	Withdrawals	Payroll	Debit Proceeds	Debit Payments	Transfers	Interest	BMO Net Earnings	BMO Change in Market Value	Ending Balance
Chase Bank Checking:	5,414,227.81	1,496,846.12	(1,082,190.48)	(313,057.19)	-	-	158,071.13	-	-	-	5,673,897.39
Local Government Investment Pool:											
08-04-13600 General Water	21,090,612.75	-	-	-	-	-	-	758.70	-	-	21,091,371.45
09-04-13600 General Sewer	4,412,288.05	-	-	-	-	-	-	158.72	-	-	4,412,446.77
08-06-12600 Water Depreciation	685.06	-	-	-	-	-	-	0.02	-	-	685.08
09-06-12600 Sewer Depreciation	-	-	-	-	-	-	-	-	-	-	-
08-06-12500 Water Debt Service	837,227.64	-	-	-	-	-	-	30.12	-	-	837,257.76
09-06-12500 Sewer Debt Service	-	-	-	-	-	-	-	-	-	-	-
08-06-12800 Water Construction	857,785.58	-	-	-	-	-	-	30.86	-	-	857,816.44
09-04-13616 Sewer Equip. Replac.	27,196,507.13	-	-	-	-	-	-	978.42	-	-	27,199,571.50
BMO 66.0603 Investment:											
08-04-13620 General Water	0.00	-	-	-	-	-	-	-	-	-	0.00
09-04-13620 General Sewer	1,424,254.16	-	-	-	-	-	(158,071.13)	-	11,242.64	(11,936.12)	1,265,489.55
	1,424,254.16	-	-	-	-	-	(158,071.13)	-	11,242.64	(11,936.12)	1,265,489.55
Totals	34,034,989.10	1,496,846.12	(1,082,190.48)	(313,057.19)	-	-	-	978.42	11,242.64	(11,936.12)	34,138,964.44
YTD Totals	31,964,825.14	9,359,376.89	(4,870,919.47)	(1,487,142.69)	-	(834,213.33)	-	8,816.14	67,095.84	(68,874.08)	34,138,964.44

YTD Interest and Earnings Rates

	Water	Sewer
Total Invested Funds	21,929,314.29	6,535,752.76
Reserved Funds:		
Water Debt Service	837,257.76	-
Sewer Equipment Replacement	-	857,816.44
Committed to 2021 Capital Budget Projects	14,577,217.37	894,247.52
Reserve Balance to Maintain	4,000,000.00	2,000,000.00
Total Reserved Funds	19,414,475.13	3,752,063.96
Unreserved Funds	2,514,839.16	2,783,688.80

Activity:
Total Monthly Activity 103,975.34
Total Annual Activity 2,174,139.30

Interest Rates:
Local Government Investment Pool Monthly Rate 0.04%

Vouchers Reported and Approved:
June 1,075,175.04

ADMINISTRATIVE OPERATIONS

July 2021

Workload:

Other administrative tasks included the following:

- Added 9 customer accounts for the month.
- Billed 956 water customers and 1,002 sewer customers.

Gallons Billed (in thousands):

	YTD 2021	YTD 2020	YTD 2019	YTD 2018	YTD 2017	Average
Residential	218,238	212,606	200,816	207,041	208,196	209,379
Commercial	271,370	257,525	249,530	248,996	264,552	258,395
Industrial	306,587	266,367	292,092	287,563	239,065	278,335
Public Authority	5,259	5,421	6,388	6,580	6,688	6,067
Wholesale	814,398	787,007	736,756	727,633	714,921	756,143
Total	1,615,852	1,528,926	1,485,582	1,477,813	1,433,422	1,508,319
% Change to Prior Year	5.7%	2.9%	0.5%	3.1%	N/A	
% Change to Average	7.1%	1.4%	-1.5%	-2.0%	-5.0%	

New Customers:

	YTD 2021	YTD 2020	YTD 2019	YTD 2018	YTD 2017	Average
Residential	43	34	11	23	13	24.8
Commercial	13	13	9	11	15	12.2
Industrial	0	0	0	0	0	-
Public Authority	3	3	0	1	0	1.4
Wholesale	0	0	0	0	0	-
Total	59	50	20	35	28	38.4

New Residential Customers (YTD 2021):

1515 E. Maple View Drive, 1545 E. Maple View Drive, 1587 E. Maple View Drive, 3380 E. Oakwood Road, 1153 W. Morningside Lane, 1049 W. Sunrise Pass, 1053 W. Sunrise Pass, 1054 W. Sunrise Pass, 1079 W. Sunrise Pass, 1110 W. Sunrise Pass (2 accounts including lawn), 1141 W. Sunrise Pass, 9279 S. Arbor Creek Drive, 9300 S. Arbor Creek Drive, 9316 S. Arbor Creek Drive, 9325 S. Arbor Creek Drive, 9375 S. Arbor Creek Drive, 3916 E. O'Brien Road, 8418 Nighthawk Trail, 8494 S. Nighthawk Trail, 8788 S. 6th Avenue, 1316 E. Golden Lane, 1344 E. Golden Lane, 1359 E. Golden Lane, 1373 E. Golden Lane, 4020 E. Fitzsimmons Road, 9627 S. Wintergreen Drive, 9991 S. Shepard Avenue, 3980 E. Cooper Court, 1078 W Sunrise Pass, 8800

S Nicholson Rd, 9240 S Nicholson Rd, 10844 S Superior Pl, 175 E Tahoe St, 10810 S Mead Dr, 92 E Tahoe St, 8380 S Nighthawk Trl, 1140 W Sunrise Pass, 9398 S Arbor Creek Dr, 10831 S Meade Fr, 10825 S Superior Pl, 10800 S Meade Dr, 10815 S Meade Dr, 155 E Erie St

New Commercial Customers (YTD 2021):

Vision Property Group (2 Accounts), Oakview Industrial Property, Oak View LLC, Emerald Row II LLC (2 Accounts)

ENGINEERING OPERATIONS

July, 2021

Rawson Avenue Water Looping Project

The project is still on hold until We Energies is able to relocate the unknown electric line that runs through the construction zone.

Rawson Avenue Hydrant Relocation Project

Cornerstone One was awarded the contract to relocate the 4 hydrants along the north side of W. Rawson Avenue between S. 27th Street and S. 20th Street. We held our preconstruction meeting for the project. The Contractor stated that the delivery date for the hydrants currently is October 12. We asked the Contractor to check with different suppliers to see if the delivery would change. This delivery date will require a change order for the contract completion date if it holds true.

Howell Avenue Water Main Relay

raSmith is continuing to work on final plans for the Howell Avenue relay project. We have received DNR approval of the plan set. We are still waiting on the DOT approval of the traffic control. This project will be held until 2023 due to the proposed construction on Drexel Avenue and Rawson Avenue next year.

Satellite Water Leak Detection

The Satellite Water Leak Detection satellite imagery report indicated 45 points of interest in our system. We are searching for a new electronic listening device for the leak detection.

Sanitary Rehab Project

Visu-Sewer worked on the various locations for the lining throughout the city. The lining project is completed. We did have one home on Nicholson where the contractor failed to cut open the lateral after lining. This service line did back up into the home and Visu-Sewer was able to address the issue quickly. Grouting and testing of the laterals is scheduled for September.

Low Lift Drive Maintenance

C. W. Purpero was awarded the contract for the Low Lift Drive Maintenance project. Contracts are being finalized and work should begin in the following month.

Sanitary Master Plan

Brown and Caldwell submitted the draft sanitary master plan. Engineering will review and comment on the plan.

Development Project with Utility Construction

The following development projects which involve utility construction are actively underway:

- Orchard Hills – Punch list items remain. Developer is relocating the mailboxes so they are not in conflict with the valves.
- Rawson Business Park – Punch list items remain.
- Hub13 – Punch list items remain. Water main easement document approved by Council.
- Condos at Oak View – Punch list items remain.

Lakeshore Commons

Engineering has been involved with the design team for the Lakeshore Commons development. The weekly design meetings continue for the project. Review comments were returned to the Developer for the water and sanitary design.

DISTRIBUTION & COLLECTION OPERATIONS

July 2021

Water Main Breaks:

On July 13th, crews were called about a leak at 1115 W. Wayland Dr. The 8" DIP was fixed with a repair clamp.

On July 27th, a small leak was reported at 8450 S. Verdev. The leak detector was called in and pointed us to the leak location. The 6" CIP was fixed with a repair clamp.

Water Lateral Repairs:

There were no lateral repairs in the month of July.

Hydrant Repairs/Maintenance:

Multiple hydrants had minor issues resolved. Hydrant flushing has resumed.

Valve Repairs:

On July 2nd, a valve was repaired after it began leaking during valve operations. The packing and bonnet bolts were replaced. The valve was located behind the apartments at 8020 S. Wildwood Dr.

On July 22nd, a valve at 3765 E. Elm Rd. was rebuilt ahead of the city road project. The packing and bonnet bolts were replaced.

Sewer Repairs/Maintenance:

Utility workers performed sewer cleaning and televising.

Two manholes on E. Elm Rd. and one on E. Groveland were rebuilt ahead of city road projects.

Dukes Root Control came in to treat our recurring problematic sewer lines.

Miscellaneous:

Seasonal worker Schrank completed another round of ATP testing.

Manager Allard (Chairman of the Distribution Committee for WI AWWA) attended an Expo Committee meeting to begin coordinating the 2022 Distribution Expo in the Dells.

CMOM and CMAR reports were completed and submitted to the DNR and MMSD.

DISTRIBUTION GOALS 2021

JOB DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS	GOALS
Meters														
Meter Testing & Exchanges	41	193	10	12	2	4	2						264	325
Cross Connection Inspections	2	5	21	6	6	22	7						69	150
Industrial Inspections	36	44	19	30	28	26	30						213	416
Orion Replacements	11	19	27	7	8	23	7						102	150
Water														
Annual Hydrant Flushing				520	-	-	184						704	2,259
Semi-annual Flushing				31	-	-	71						102	2x109 (218)
Quarterly Flushing	49			9	-	-	46						104	4x54 (216)
Flush Emergency Connections				-	-	-	-						-	3
Watermain Crossings		63		-	-	-	-						63	63
Operate Valves				-	32	432	28						492	1,000
Hydrant Painting				-	-	-	79						79	150
Cathodic Protection Tests				-	-	-	-						-	11
Check Remote Water Mains				-	-	-	-						-	28
Sewer														
Clean Sewers	7,038	7,390	36,566	21,737	18,000	22,530	6,632						119,893	185,000
Camera Sewers	8,374	8,021	36,566	21,737	18,400	22,239	-						115,336	185,000
Check Problem Sewers	2		1	1	-	-	2						6	21
Check Problem Manholes	76		3	73	-	75	3						230	308
Check Remote Sewer Mains				-	-	-	-						-	42
Admin														
Tier II Report	Done													
MMSD Annual CMOM Report					Done									
DNR eCMAR					Done									
DNR River Crossing Stations				Done										
Cross Connection Survey		Done												

75 quarterly mths
4 annual mths

PLANT OPERATIONS

July, 2021

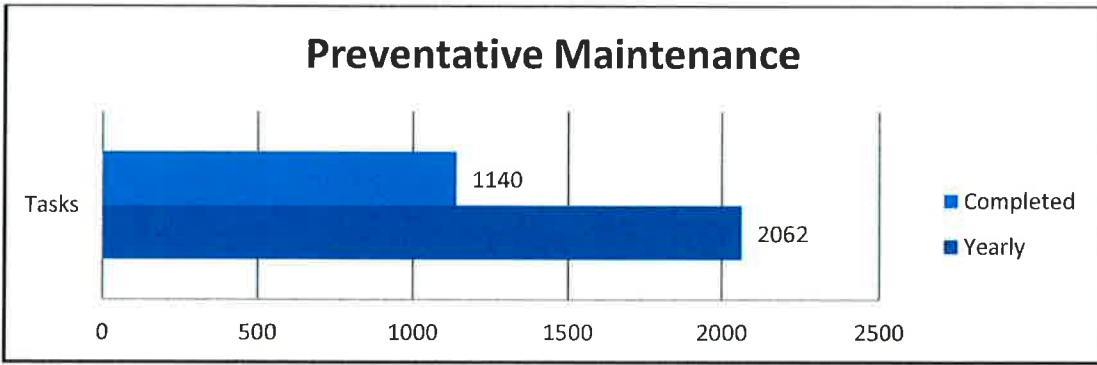
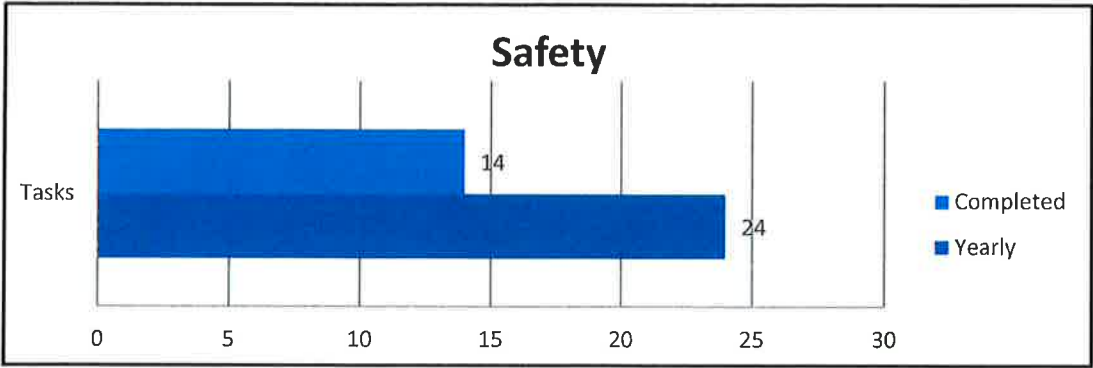
PUMPAGE REPORT	2021	2020	% Change	5 Year %
Monthly Pumpage	309,240,000	291,636,198	+6.0	+7.3
Monthly Average Day	9,975,484	9,472,941	+5.3	+7.2
Monthly Peak Day	(07/27)12,960,000	(07/29)11,320,000	+14.5	+12.9
Yearly Pumpage	1,699,760,504	1,623,597,578	+4.7	+7.3
Yearly Average Day	8,017,738	7,674,383	+4.5	+7.3
Yearly Peak Day	(6/16) 13,740,000	(6/19) 11,390,000	+20.6	+18.8
West Zone Pumpage	142,230,000	138,040,000	+3.0	+5.2
West Zone Yearly Total	781,270,000	761,820,000	+2.6	+7.6

WATER QUALITY REPORT	Raw Water	Finished Water
Average Free Chlorine		1.55 mg/l
Total Chlorine		1.74 mg/l
Average Alkalinity	108.1 mg/l	107.3 mg/l
Average pH	8.5	8.3
Average Fluoride	0.14 mg/l	0.71 mg/l
Average Turbidity	4.5 NTU	0.04 NTU
High Temperature	High 72.3 F Low 54.7 F	
Hardness	137 mg/l	137 mg/l

Preventative Maintenance Tasks: Staff completed 154 preventative maintenance tasks and 2 safety sessions during the month.

Work Orders: Staff completed 8 work orders. Some of the tasks include repairing a cooling water leak on the 22nd Street generator, repairing a feed water leak on the carbon feeder, replacing a check valve on the fountain pump, and installing running boards on the new plow truck.

Plant: Summer pumping is in full swing with the lack of rainfall. Plant Manager Robe continues to participate in monthly Employee Benefit meetings as well as WIAWWA Education Committee meetings.





MONTHLY DEPARTMENTAL REPORT — August 2021

ENGINEERING & INSPECTIONS — Mike Simmons

- On the 2021 road improvement projects, the contractor has milled and paved Oakwood Road from 13th to 27th Street, has finished the paving on Ash, Wood, and Carrington, is finishing up the paving of the roads within Camelot Trails subdivision (Lynhaven, Madison, Chapel and Montana), is milling McGraw, Oak, and Elm Road, and will soon apply the surface treatments on County Line Road and 10th Avenue;
- Building Inspection recently completed the plan review for the large Frontline facility at 9141 S. 13th Street. The permit fee for just the building was \$100,000;
- The City roads condition ratings have been updated and filed with the State;
- We are working with WisDOT on a potential conflict with their proposed schedule for the repaving of STH 100 from Shepard to Chicago Road versus the City's need of that route for the hauling of the clean soil to our lakefront sites;
- F-Street's engineer (Kapur) now has City staff's plan review comments and are working them into the infrastructure and grading plan set (Lakeshore Commons project).

DEPARTMENT OF PUBLIC WORKS — Ted Johnson

- Skate Park construction has been completed and an official grand opening is proposed for mid-to-late August;
- DPW has all summer seasonal employees working on a variety of DPW projects. This year we have a total of 25 summer seasonal employees;
- DPW will be installing a 36" culvert across Puetz Road to assist with this year's road program;
- DPW will be assisting with the setup and staffing of the Abendschein Park Beer garden August 19th thru the 21st;
- DPW has 12 rentals booked for Lake Vista Pavilion in August (as of 7/22/21) which requires a minimum of 2.5 hours of custodial effort from DPW to clean and reset pavilion for next rental;
- DPW has 9 rentals booked for Miller Park Pavilion for the month of August. Each cleaning requires a minimum of 2.5 hours of custodial effort from DPW to clean and reset pavilion for next rental;

- July has a total of 65 field rentals, each event has a different amount of effort required to ensure fields are ready for event;
- Weed Commissioner as received a total of 77 complaints for long grass and weeds (as of 7/22/21).