



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

COMMON COUNCIL MEETING AGENDA

MARCH 21, 2023

7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski – 1st District
Greg Loreck – 2nd District
Richard Duchniak – 3rd District
Lisa Marshall – 4th District
Kenneth Gehl – 5th District
Chris Guzikowski – 6th District

The City's Vision

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance.
3. Approval of Minutes: 3/7/2023

Recognition

4. **Resolution:** Consider Resolution No. 12396-032123, a Resolution of Commendation to Sally A. Galewski, retiring GIS Technician (by Committee of the Whole).

New Business

5. **Resolution:** Consider Resolution No. 12397-032123, granting and authorizing execution of a Conservation Easement to Milwaukee Metropolitan Sewerage District on the property at 1436 E. Forest Hill Avenue and accepting the accompanying Warranty Deed pursuant to the October 22, 2018 Intergovernmental Cooperation Agreement (1st District).

ENGINEERING

6. **Resolution:** Consider Resolution No. 12392-032123, accepting the 2022 Annual Report for Oak Creek's WPDES Storm Water (NR216) permit (by Committee of the Whole).

COMMUNITY DEVELOPMENT

7. **Resolution:** Consider Resolution No. 12393-032123, approving a correction instrument to the deed restrictions for Southfield Expansion II, LLC for the property at 6939 S. 13th St. (1st District).
8. **Resolution:** Consider Resolution No. 12394-032123, approving a correction instrument to the Stormwater Management Practices Maintenance Agreement for Southfield Expansion II, LLC for the property at 6939 S. 13th St. (1st District).

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

9. **Resolution:** Consider Resolution No. 12395-032123, approving a partial release from the Stormwater Management Practices Maintenance Agreement for Bast Holdings, LLC affecting the property at 7470 S. 13th St. (1st District).

LICENSE COMMITTEE

10. **Motion:** Consider a motion to approve the various license requests as listed on the 3/21/23 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

11. **Motion:** Consider a motion to approve the March 15, 2023 Vendor Summary Report in the amount of \$775,351.32 (by Committee of the Whole).

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 414-766-7000, by fax at 414-766-7976, or by mail at 8040 S. 6th Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

RESOLUTION NO. 12396-032123

**RESOLUTION OF COMMENDATION
TO
SALLY A. GALEWSKI**

WHEREAS, Sally A. Galewski began her employment with the City of Oak Creek on April 12, 1984, as a draftsman in the Planning Department (Community Development); and

WHEREAS, Sally transferred to the Engineering Department as a draftsman in 1985; and

WHEREAS, in 1992 Sally set up the City's first computer aided drafting (CAD) system and later the first geographic information system (GIS); and

WHEREAS, Sally transferred to the Water and Sewer Utility on September 11, 1995; and

WHEREAS, Sally has earned two Associate's degrees, one in Civil Engineering – Public Works Technician and the other in GIS Programmer Analyst; and

WHEREAS, Sally helped out other departments with her expertise in GIS and GPS, notably the Police Department, GPS locating and mapping evidence points during fatal crashes and assisting the FBI with the same during a potential terrorist attack investigation; and

WHEREAS, Sally has impacted and improved many facets of the utility's operation and will be greatly missed; and

WHEREAS, on March 17, 2023, Sally retired from her position as GIS Technician after serving 38 years, 11 months with the City of Oak Creek; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that for and on behalf of the Citizens of Oak Creek, sincere gratitude and appreciation be extended to Sally A. Galewski for her 38 years, 11 months of dedicated service to the City of Oak Creek and that best wishes for good health and happiness be extended to Sally Galewski and her family in her retirement years.

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

Passed and adopted this 21st day of March, 2023.

Kenneth Gehl, Council President

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes: _____ Noes: _____



COMMON COUNCIL REPORT

- Item: Conservation Easement to Milwaukee Metropolitan Sewerage District for the Property at 1436 East Forest Hill Avenue (Tax Key No. 815-9988-000)
- Recommendation: That the Council adopts Resolution No. 12397-032123, a Resolution Granting and Authorizing Execution of a Conservation Easement to Milwaukee Metropolitan Sewerage District on the Property at 1436 East Forest Hill Avenue and accepting the accompanying Warranty Deed Pursuant to the October 22, 2018 Intergovernmental Cooperation Agreement
- Fiscal Impact: No immediate fiscal impact is anticipated
- 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: Pursuant to Resolution No. 11989-100218, the City entered into an Intergovernmental Cooperation Agreement with the Milwaukee Metropolitan Sewerage District (“MMSD”) for their Oak Creek Watercourse Flood Management Project (the “Agreement”), a copy of which is attached. The project included the removal of flood risk structures at 1436 East Forest Hill Avenue and 8870 South Nicholson Road from the floodplain. All work was completed for the 8870 South Nicholson Road property with the Council approving a Perpetual Conservation Easement to MMSD under Resolution No. 12304-020122. The work for 1436 East Forest Hill Avenue is now completed, and the City is granting this Conservation Easement and accepting the Warranty Deed in accordance with Section 3.J of the Agreement under Resolution No. 12397-032123.

Options/Alternatives: None – this action is consistent with actions contemplated under the Agreement.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Melissa L. Karls
City Attorney

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments: Intergovernmental Cooperation Agreement between MMSD and City of Oak Creek for Oak Creek Watercourse Flood Management Project, Proposed Resolution 12397-032123 and draft Conservation Easement and Warranty Deed

RESOLUTION NO. 12397-032123

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
CONSERVATION EASEMENT TO MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT ON THE PROPERTY AT 1436 EAST FOREST HILL AVENUE AND
ACCEPTING THE ACCOMPANYING WARRANTY DEED PURSUANT TO THE
OCTOBER 22, 2018 INTERGOVERNMENTAL COOPERATION AGREEMENT
(Tax Key No. 815-9988-000)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek (the "City") that the Conservation Easement between the City and Milwaukee Metropolitan Sewerage District ("MMSD") on the property at 1436 East Forest Hill Avenue (the "Easement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute and the City Clerk to attest to the Easement in behalf of the City.

BE IT FURTHER RESOLVED that the accompanying Warranty Deed pursuant to the October 22, 2018 Intergovernmental Cooperation Agreement between MMSD and the City is hereby accepted.

BE IT FURTHER RESOLVED that technical corrections or amendments to the Easement or Warranty Deed that do not substantively change the terms of either document and that are approved by City staff are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21st day of March, 2023.

Passed and adopted this ____ day of _____, 2023.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2022.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

Document Number

CONSERVATION EASEMENT

This space is reserved for recording data

Return to:

**Milwaukee Metropolitan Sewerage District
Real Estate Department
260 West Seeboth Street
Milwaukee, Wisconsin, 53204-1446**

Parcel Identification Number/Tax Key Number

815-9988-000

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

1. Parties

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

2. Purpose

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

3. Basis for this Agreement

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

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

4. Effective Dates

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

5. District Responsibilities

The District will:

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

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

6. City Responsibilities

The City will:

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

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

7. Cost Agreement

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

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

8. Notices

A. The District will provide notices to:

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

B. The City will provide notices to:

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

9. Modifying this Agreement

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

10. Severability

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

11. Applicable Law

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

12. Resolving Disputes

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

13. Termination

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

14. Independence of the Parties

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

15. Authority of Signatories

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

16. Indemnification


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

17. Funding

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

SIGNATURES ON NEXT PAGE

MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT

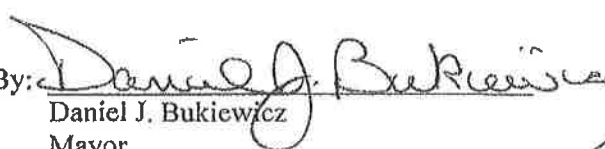
By: 
Kevin L. Shafer, P.E.
Executive Director

Date: 10/22/18

Approved as to form



Attorney for the District

CITY OF OAK CREEK

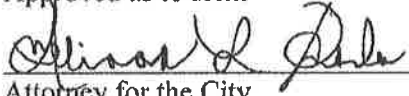
By: 
Daniel J. Bukiewicz
Mayor

Date: 10/2/18

Countersigned


Catherine A. Roeske
City Clerk

Approved as to form


Attorney for the City

**CONSERVATION EASEMENT
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT**

THIS GRANT OF CONSERVATION EASEMENT (the "Grant," "Conservation Easement" or "Easement") is made as of this ____ day of _____, 2023, by and between the City of Oak Creek (the "Grantor") a municipal body corporate, and Milwaukee Metropolitan Sewerage District (the "Grantee"), a state chartered municipal entity.

WITNESSED, WHEREAS, Grantor is the owner in fee simple of certain real property located in the City of Oak Creek, Milwaukee County, Wisconsin, having a legal description as described in Exhibit A (the "Property") and depicted on the Easement Exhibit of the Property, copies of which are attached as Exhibit B ; and

WHEREAS, Grantor and Grantee recognize that the Conservation Values of the Property and the Property's scenic and open space values have great importance to Grantor, Grantee and the people of the State of Wisconsin; and

WHEREAS, the goals of this Conservation Easement are to preserve the Conservation Values of the Property and to ensure that the Property contributes to the prevention of future flooding risks and the protection of water quality and ecological resources of the region; and

WHEREAS, the Grantor and Grantee desire, intend and have the common purpose of retaining the Property for conservation purposes, including its preservation as a relatively natural habitat of plants and animals and as open space for the scenic enjoyment of the general public and pursuant to governmental conservation policies, as described in Section 170(h) of the Internal Revenue Code of 1986, by placing perpetual restrictions on the use of the Property and granting affirmative rights to the Grantee to monitor and enforce such restrictions in order to preserve, enhance and restore the lands, all as described herein; and

WHEREAS, the common law of the State of Wisconsin and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, provides for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on lands for conservation purposes; and

WHEREAS, the Grantee is eligible to be a qualified holder of a conservation easement pursuant to Section 700.40 of the Wisconsin Statutes and is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986; and

WHEREAS, the Grantee agrees by accepting this Conservation Easement to honor the

intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of the public.

NOW THEREFORE, in consideration of the payment of the sum of One and 00/100 Dollars (\$1.00), the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Wisconsin, including the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, the Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns this Conservation Easement in perpetuity over the Property.

1. **Purpose.** It is the purpose of this Conservation Easement to assure that the natural, scenic and open space values of the Property will be retained and to prevent any use of the Property that will significantly impair or interfere with its Conservation Values, and to the extent hereafter provided prevent the use or development of the Property that would conflict with the maintenance of the Property in its open space condition. The Property is included in a plan to prevent future flooding risks and to protect water quality and ecological resources of the region and therefore shall be used only for conservation and recreation as provided herein (the "Conservation Purposes"). Grantor intends that this Conservation Easement will confine the use of the Property to activities not inconsistent with these conservation purposes.

2. **Prohibited Uses.** In furtherance of the foregoing, the Grantor makes the following covenants, on behalf of itself, its successors and assigns, which covenants shall run with and bind the Property in perpetuity, and shall be enforceable with respect to the Property by Grantee against the Grantor, its successors and assigns. Without prior express written consent from Grantee, any activity on or use of the Property inconsistent with the Conservation Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. The subdivision of the Property into smaller parcels, whether through legal or *de facto* subdivision, including divisions through the creation of condominiums, site leases or other means. It is the intent of this Paragraph to require that the entire Property remain as a single, indivisible tract managed for the Conservation Purposes of this Conservation Easement and to prohibit the conveyance of existing quarter sections and other whole legal descriptions constituting a part thereof, as well as the creation of any new lots or parcels containing any portion of the Property or to be used as common areas for adjoining lots.

B. Use of the Property for commercial or industrial use, including use by easement or other right of access or passage across or upon the Property in conjunction with

commercial activity, including commercial recreational use and commercial agriculture. This Paragraph shall not be construed to prohibit use of the Property for educational or research purposes, provided such educational research uses do not involve the construction of any improvements on the Property nor permit the disturbance or alteration of the physical conditions of the Property.

C. The placement or construction of any structures or other improvements of any kind (including, without limitation, roads and parking lots) other than the following:

- (1) Mowed areas, parking lots and other improvements intended solely for public recreational use of the Property, but limited to no more than One (1) acre of the Property.
- (2) Trails, which may be laid out and maintained in support of, permitted uses of the Property.
- (3) Interpretive signs, observation platforms and boardwalks, which may be constructed with the approval of the Grantee.
- (4) Maintenance, repair or replacement of existing permitted structures.

D. Any disturbance of trees or other vegetation (including the creation or maintenance of sports fields or lawns) except as provided for in subparagraph C or as follows:

- (1) Trees and other vegetation may be planted, managed or removed in order to construct and maintain permitted trails, fences and gates.
- (2) Diseased trees may be managed or removed to reduce or eliminate the threat of spreading the disease to other vegetation.
- (3) Restoration of natural vegetation and natural hydrology including de-channelization of ditches and contouring the land to simulate natural conditions using an approved plan by the Grantee.
- (4) Maintenance of legal access to the Property.
- (5) Nature observation, nature trails and hunting.

Notwithstanding the foregoing, Grantor may maintain the Property as unmanaged

land in natural condition.

E. Any exploration or exploitation of mineral resources by subsurface or surface means.

F. Any use or activity that causes or is likely to cause soil degradation, erosion, or significant pollution of any surface or subsurface waters. The best available management practices shall be employed to minimize soil erosion during and after construction of permitted roads and structures. Specifically, the Property may not be used to mitigate upstream development.

G. The dumping or other disposal of refuse, debris or noncompostable waste on the Property.

H. The placement of advertising signs or billboards on the Property, except those signs whose placement, number, and design do not significantly diminish the scenic character of the Property and signs displayed to state the name and address of the Property, to advertise the Property for sale or rent, or to post the Property to control unauthorized entry or use.

I. Construction of ponds or other manipulation or alteration of watercourses or shore areas, except as allowed by subparagraphs D.(3) and D.(5) above.

J. The use of the Property for agricultural purposes, including grazing.

3. **Rights of the Grantee.** To accomplish the Conservation Purposes of this Conservation Easement, the following rights are conveyed to Grantee:

A. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement in accordance with Section 6, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

B. To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 6.

4. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns, all rights

accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

5. **Notice and Approval.**

5.1 **Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in this instrument, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Conservation Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement.

5.2 **Grantee's Approval.** Where Grantee's approval is required, as set forth in this instrument, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed is inconsistent with the express conditions or Conservation Purposes of this Conservation Easement.

6. **Grantee's Remedies.**

6.1 **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, it shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 **Injunctive Relief.** If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within such period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3 **Damages.** Grantee shall be entitled to recover damages for violation of the terms

of this Conservation Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, it may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 Scope of Relief. Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 Costs of Enforcement. Each party shall be responsible for any costs incurred in enforcing its real estate rights, including attorney's fees.

6.7 Forbearance. Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

6.9 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. **Costs, Liabilities, Taxes, and Environmental Compliance.**

7.1 **Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

7.2 **Remediation.** If at any time there occurs, or has occurred, a release in, on, or about the Property 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, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

7.3 **Control.** Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to 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.

7.4 **Indemnification.** Grantee agrees to indemnify and hold Grantor, its successors and assigns, harmless against damages, claims, losses, and liabilities, which may be imposed upon or incurred by Grantor, its successors and assigns, arising out of or in connection with Grantee's use, ownership, and operation of the Property during Grantee's ownership of the Property prior to the effective date of this Conservation Easement, including, but not limited to, claims arising from the existence of any "Hazardous Materials" situated on the Property, and the exposure of persons to any such "Hazardous Materials" caused by Grantee's use, ownership, or operation of the Property prior to the effective date of this Conservation Easement. For the purposes of this Agreement, "Hazardous Materials" means any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any

substances defined as or included in the definition of "hazardous substance," "hazardous material," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 6901, *et seq.*, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published or promulgated pursuant to said laws.

7.5 **Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) 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, except to the extent due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and similar environmental laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) 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, except to the extent caused by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Paragraphs 8.1 through 8.4.

8. **Extinguishment and Condemnation.**

8.1 **Extinguishment.** If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. Grantee shall be entitled to a portion of the gross proceeds collected from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, equal to the fair market value of this Conservation Easement, or proportionate part thereof, as determined in accordance with Paragraph 8.2.

8.2 **Valuation.** This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Subsection 8.1, the parties stipulate to

have a fair market value determined by an independent appraisal by an appraiser approved by both parties.

8.3 **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 8.2.

8.4 **Application of Proceeds.** By acceptance of this Conservation Easement by the Grantee, the Conservation Purposes of the Property are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. Any costs of a judicial proceeding allocated by a court to the Grantor and Grantee shall be allocated in the same manner as the proceeds are allocated.

9. **Assignment.** This Conservation Easement is transferable. Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment; however failure to give such notice shall not affect the validity of such assignment, nor impair the validity or enforceability of this Conservation Easement.

10. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest or mortgage lien. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any and all mortgages or deeds of trust

15.1 **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Wisconsin.

15.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the Grant to effect the purpose of this Conservation Easement and the policy and purpose of the Wisconsin Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

15.3 **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.

15.5 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

15.6 **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and its respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof include, the above-named Grantor and its successors and assigns, and Grantee and its successors and assigns.

15.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in this Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

15.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

ACCEPTANCE

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

(Signature)
KEVIN L. SHAFER, P.E., EXECUTIVE DIRECTOR
(Print Name-Title)

(Date)

State of Wisconsin)
) ss
Milwaukee County)

On the above date, this instrument was acknowledged before me by Kevin L. Shafer, the Executive Director of the Milwaukee Metropolitan Sewerage District, known to me to be such official, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by his authority as such official.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Approved as to form by MMSD legal department:

Approved and drafted by:
Joseph T. Ganzer
Staff Attorney
State Bar No. 1036120
Division of Legal Services
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204

**EXHIBIT A
TO THE
GRANT OF CONSERVATION EASEMENT**

LEGAL DESCRIPTION OF THE PROPERTY

The South 15 acres of the East one-half (1/2) of the Southeast One-quarter (1/4) of the Northeast One-quarter of Section Sixteen (16), Township Five (5) North, Range Twenty-two (22) East, except therefrom that piece of parcel of land conveyed to the Milwaukee and State line Railway Company by Warranty Deed recorded in Volume 508 in Deeds, on Page 389 as Document No. 517525, in the City of Oak Creek, Milwaukee County, Wisconsin.

EXHIBIT B
MMSD Real Estate



1/30/2023, 10:18:03 AM

Easements

- Permanent Easement
- Temporary Easement
- Fee Simple

Conservation Fund

- GREENSEAMS
- Pipeline Zoomed In
- ISP
- Service Area



MMSD, Esri, HERE, IPC, Esri, HERE, Garmin, IPC, SWRPC, Maxar, Microsoft

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Milwaukee Metropolitan Sewerage District,
a state chartered municipal entity _____
_____ ("Grantor," whether one or more),
and City of Oak Creek, a municipal corporation _____

_____ ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee _____ County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See attached Exhibit A for legal description. See attached Exhibit B for Case Closure from the Wisconsin Department of Natural Resources (WDNR) dated January 25, 2023, setting forth obligations and conditions required by WDNR for successors-in-interest to the Grantor. This letter is specifically incorporated into this conveyance, per agreement between the parties. By the acceptance of this deed, the City of Oak Creek, for itself and its successors and assign, hereby covenants and agrees to comply with all applicable terms and conditions of the Wisconsin Department of Natural Resources Municipal Flood Control Grant Agreement Number MFC-71823-18, approved February 19, 2019, as successor to the Milwaukee Metropolitan Sewerage District, and furthermore covenants and agrees not to sell, lease, assign or mortgage the premises herein described without prior written approval of the Secretary of the Department of Natural Resources, their designee, or any successor.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except; municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated _____.

(SEAL) _____ (SEAL)
* _____ *

(SEAL) _____ (SEAL)
* _____ *

AUTHENTICATION

Signature(s) _____
authenticated on _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Milwaukee Metropolitan Sewerage District _____

ACKNOWLEDGMENT

STATE OF WISCONSIN _____)
_____) ss.
_____ COUNTY _____)

Personally came before me on _____,
the above-named _____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

* Type name below signatures.



Recording Area

Name and Return Address

Milwaukee Metropolitan Sewerage District
Real Estate Supervisor
260 W Seeboth Street
Milwaukee, WI 53204

815-9988-000

Parcel Identification Number (PIN)

This is not _____ homestead property.
(is) (is not)

EXHIBIT A

LEGAL DESCRIPTION

TAX KEY #: 815-9988-000

The South 15 acres of the East one-half (1/2) of the Southeast One-quarter (1/4) of the Northeast One-quarter of Section Sixteen (16), Township Five (5) North, Range Twenty-two (22) East, except therefrom that piece of parcel of land conveyed to the Milwaukee and State line Railway Company by Warranty Deed recorded in Volume 508 in Deeds, on Page 389 as Document No. 517525, in the City of Oak Creek, Milwaukee County, Wisconsin.

EXHIBIT B

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W. Saint Paul Avenue
Milwaukee WI 53233

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



January 25, 2023

Mark Mittag
Milwaukee Metropolitan Sewerage District
260 W. Seeboth Street
Milwaukee, WI 53204
Via Electronic Mail Only to mmittag@mmsd.com

KEEP THIS LEGAL DOCUMENT WITH YOUR PROPERTY RECORDS

SUBJECT: Case Closure with Continuing Obligations Greenhouse (FMR), 1436 E. Forest Hill Ave, Oak Creek, WI 53154
BRRTS #: 02-41-582440, FID #:341303160

Dear Mr. Mittag:

The Wisconsin Department of Natural Resources (DNR) is pleased to inform you that the Greenhouse (FMR) case identified above met the requirements of Wisconsin Administrative (Wis. Admin.) Code chs. NR 700 to 799 for case closure with continuing obligations (COs). COs are legal requirements to address potential exposure to remaining contamination. No further investigation or remediation is required at this time for the reported hazardous substance discharge and/or environmental pollution.

However, you, future property owners and occupants of the property must comply with the COs as explained in this letter, which may include maintaining certain features and notifying the DNR and obtaining approval before taking specific actions. You must provide this letter and all enclosures to anyone who purchases, rents or leases this property from you.

This case closure decision is issued under Wis. Admin. Code chs. NR 700 to 799 and is based on information received by the DNR to date. The DNR reviewed the closure request for compliance with state laws and standards and determined the case closure request met the notification requirements of Wis. Admin. Code ch. NR 725, the response action goals of Wis. Admin. Code § NR 726.05(4), and the case closure criteria of Wis. Admin. Code §§ NR 726.05, 726.09 and 726.11, and Wis. Admin. Code ch. NR 140.

The Greenhouse (FMR) site was investigated for a discharge of hazardous substances and/or environmental pollution from soil/debris piles from previous greenhouse operations located at various locations across the southern and western portion of the site. No investigation has occurred on the northeast side of the Oak Creek. Case closure is granted for volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), metals, and pesticides as documented in the case file. The site investigation and/or remedial action addressed soil. The remedial action consisted of removal and off-site disposal of soil/debris piles, over excavation and off-site disposal of impacted soil, and construction of engineered covers. Soil contamination with arsenic concentrations greater than 8 mg/kg have been left in place where 95% UCL for the residual soils was protective at Wisconsin's arsenic background threshold value (BTV) of 8 mg/kg. Additionally, a PAH cumulative risk assessment for non-industrial, direct contact (cPAHs) included the use of the cumulative risk of 5×10^{-6} . Contamination remains in soil in five areas within the southcentral portion of the Site. These areas include Arsenic Impacts Between Driveways, Arsenic Impacts Cap Area, Area East of Former Site Buildings, and Two Residual cPAH Cumulative Risk Areas.

The case closure decision and COs required were based on the site being used for recreational purposes. The site is currently zoned agricultural. Based on the land use and zoning, the site meets the non-industrial land use classification under Wis. Admin. Code § NR 720.05(5) for application of residual contaminant levels in soil.

SUMMARY OF CONTINUING OBLIGATIONS

COs are applied at the following locations:

ADDRESS (CITY, WI)	COS APPLIED	DATE OF MAINTENANCE PLAN(S)
1436 E. Forest Hill Ave, Oak Creek, WI (Source Property)	- Residual Soil Contamination - Cover	November 17, 2022

CLOSURE CONDITIONS

Closure conditions are legally required conditions which include both COs and other requirements for case closure (Wis. Stat. § 292.12(2)). Under Wis. Stat. § 292.12(5), you, any subsequent property owners and occupants of the property must comply with the closure conditions as explained in this letter. The property owner must notify occupants for any condition specified in this letter under Wis. Admin. Code §§ NR 726.15(1)(b) and NR 727.05(2). If an occupant is responsible for maintenance of any closure condition specified in this letter, you and any subsequent property owner must include the condition in the lease agreement under Wis. Admin. Code § NR 727.05(3) and provide the maintenance plan to any occupant that is responsible.

DNR staff may conduct periodic pre-arranged inspections to ensure that the conditions included in this letter and the maintenance plan dated November 17, 2022, are met (Wis. Stat. § 292.11 (8)). If these requirements are not followed, the DNR may take enforcement action under Wis. Stat. ch. 292 to ensure compliance with the closure conditions.

SOIL

Continuing Obligations to Address Soil Contamination

Residual Soil Contamination (Wis. Admin. Code chs. NR 718, NR 500 to 599, and § NR 726.15(2)(b), and Wis. Stat. ch. 289)

Soil contamination remains in the southcentral portion of the site as indicated on the enclosed map (Figure B.2.b.1, Residual Soil Contamination Map CPAH, 10/11/2022 and Figure B.2.b.2, Residual Soil Contamination Map Arsenic, 10/12/2022). If soil in the location(s) shown on the map is excavated in the future, the property owner at the time of excavation must sample and analyze the excavated soil. If sampling confirms that contamination is present, the property owner at the time of excavation will need to determine if the material is considered solid waste and ensure that any storage, treatment, or disposal complies with applicable standards and rules. Contaminated soil may be managed under Wis. Admin. Code ch. NR 718 with prior DNR approval.

In addition, all current and future property owners, occupants and right of way holders need to be aware that excavation of the contaminated soil may pose an inhalation and direct contact hazard; special precautions may be needed to prevent a threat to human health.

Cover (for soil) (Wis. Stat. § 292.12(2)(a), Wis. Admin. Code §§ NR 724.13(1) and (2), NR 726.15(2)(d) and/or (e), NR 727.07(1))

The cover, consisting of an imported clean backfill layer of 14 inches covered by 4 inches of topsoil, for a total thickness of 18 inches seeded with grass, is in five distinct areas in the south-central portion of the property, as shown on the enclosed map (Figure D.2.a, NR 725 Caps, 09/27/2022) and shall be maintained in compliance with the enclosed maintenance plan, dated November 17, 2022. The purpose of the cover is to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health.

To modify or replace a cover, the property owner must submit a request to the DNR under Wis. Admin. Code ch NR 727. The DNR approval must be obtained before implementation. The replacement or modified cover must be a structure or similar permeability or be protective of the revised use of the property until contaminant levels no longer exceed Wis. Admin. Code ch NR 720 direct contact residual contaminant levels (RCLs).

OTHER CLOSURE REQUIREMENTS

Maintenance Plan and Inspection Log (Wis. Admin. Code § NR 726.11(2), NR 726.15(1)(d), NR 727.05(1)(b)3., Wis Admin. Code § NR 716.14(2) for monitoring wells)

The property owner is required to comply with the enclosed maintenance plan dated November 17, 2022, for the cover, to conduct inspections annually, and to use the inspection log (DNR Form 4400-305 or Form 4400-321 VMS Inspection Log) to document the required inspections. The maintenance plan and inspection log are to be kept up-to-date by current and future property owner(s). The property owner shall submit the inspection log to the DNR only upon request, using the RR Program Submittal Portal. See the DNR Notification and Approval Requirements section below for more information on how to access the Submittal Portal.

The limitations on activities are identified in the enclosed maintenance plan. The following activities are prohibited on any portion of this property where the cover is required, without prior DNR approval.

- Removal or modification of cap
- Replacement of cap with another barrier of another type
- Excavating or grading of the land surface
- Filling on covered or paved areas
- Plowing or agricultural cultivation
- Construction or placement of a building or other structure
- Installation of a water well.

Pre-Approval Required for Well Construction (Wis. Admin. Code § NR 812.09(4)(w))

DNR approval is required before well construction or reconstruction for all sites identified as having residual contamination and/or COs. This requirement applies to private drinking water wells and high-capacity wells. To obtain approval, the property owner is required to complete and submit Form 3300-254, Continuing Obligations/Residual Contamination Well Approval Application, to the DNR Drinking Water and Groundwater program's regional water supply specialist. A well driller can help complete this form. The form can be obtained online at dnr.wi.gov, search "3300-254." Additional casing may be necessary to help prevent contamination of the well.

DNR NOTIFICATION AND APPROVAL REQUIREMENTS

Certain activities are limited at closed sites to maintain protectiveness to human health and the environment. The property owner is required to notify the DNR at least 45 days before and obtain approval from the DNR prior to taking the following actions (Wis. Admin. Code §§ NR 727.07, NR 726.15(2), Wis. Stat. § 292.12(6)).

- Before removing a cover or any portion of a cover

The DNR may require additional investigation and/or cleanup actions, if necessary, to be protective of human health and the environment. The case may be reopened under Wis. Admin. Code § NR 727.13 if additional information indicates that contamination on or from the site poses a threat, or for a lack of compliance with a CO or closure requirement. Compliance with the maintenance plan is considered when evaluating the reopening criteria.

SUBMITTALS AND CONTACT INFORMATION


Site, case-related information, and DNR contacts can be found online in the Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the Web (BOTW); go to dnr.wi.gov and search "BOTW." Use the BRRTS ID # found at the top of this letter. The site can also be found on the map view, Remediation and Redevelopment Sites Map (RRSM) by searching "RRSM."

Send written notifications and inspection logs to the DNR using the RR Program Submittal Portal at dnr.wi.gov, search "RR submittal portal" (<https://dnr.wi.gov/topic/Brownfields/Submittal.html>). Questions on using this portal can be directed to the Project Manager below or to the environmental program associate (EPA) for the regional DNR office. Visit dnr.wi.gov, search "RR contacts" and select the EPA tab (<https://dnr.wi.gov/topic/Brownfields/Contact.html>).

CLOSING

The DNR appreciates your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact the DNR Project Manager, Adam McIlheran at 414-207-2179, or at adam.mcilheran@wisconsin.gov.

Sincerely,


Timothy G. Alessi, P.G.
Southeast Region Team Supervisor
Remediation & Redevelopment Program

Attachments:

Figure B.2.b.1, Residual Soil Contamination Map CPAH, 10/11/2022
Figure B.2.b.2, Residual Soil Contamination Map Arsenic, 10/12/2022
Figure D.2.a, NR 725 Caps, 09/27/2022
Attachment D, Cap Maintenance Plan, 11/17/2022
Inspection Log (DNR Form 4400-305)

cc. Warren Tyler Staple, TRC Environmental Corporation, wstapel@trccompanies.com

Additional Resources:

The DNR fact sheets can be obtained by visiting the DNR website at "dnr.wi.gov" and searching DNR publication number.

Guidance for Electronic Submittals for the Remediation and Redevelopment Program (RR-690)

Continuing Obligations for Environmental Protection (RR-819)

Environmental Contamination and your Real Estate ((RR-973)

Post-Closure modifications: Changes to Property Conditions after a State-Approved Cleanup (RR-987)

Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4805 Feet (Foot US), 128
 Map Rotation: 0

File Date: 08/10/2022 13:53:11 PM
 Project: 1436 E Forest Hill Avenue - Land Use Assessment
 Path: S:\PROJECTS\1436 E FOREST HILL AVENUE\FIGURE 8



LEGEND

- RESIDUAL PAH SOIL SAMPLE LOCATION
- △ REMOVED PAH SOIL SAMPLE LOCATION
- Red shaded area SOIL CPAH RISK > 5x10⁻⁴
- Blue shaded area RESIDUAL PAH CONCENTRATIONS > RCLs PROTECTIVE OF GROUNDWATER
- Black outline TAX PARCEL
- Black outline PROPERTY BOUNDARY

- NOTES**
1. BASE MAP IMAGERY FROM MILWAUKEE COUNTY GIS 2020
 2. PARCEL BOUNDARY DATA FROM MILWAUKEE COUNTY LAND INFORMATION OFFICE, (MLO) 2019
 3. SAMPLE LOCATIONS COLLECTED IN FIELD WITH GPS UNIT AND DIFFERENTIALLY CORRECTED WITH PATHFINDER
 4. RESULTS FOR SAMPLE LOCATIONS WITH RESIDUAL SOIL CONTAMINATION THAT EXCEEDED THE CUMULATIVE CPAH RISK LIMIT ARE SHOWN. OTHER PAH CONCENTRATIONS ARE AVAILABLE VIA DATA TABLES
 5. CPAH RISK VALUE UTILIZED AS THE APPROVED SITE CLEANUP GOAL

Sample	Depth	CPAH
SS-08	0.5 ft	5.2 E-06

Sample	Depth	CPAH
SS-01	0.5 ft	7.8 E-06

Sample	Depth	CPAH
SS-02	0.5 ft	9.2 E-06

Sample	Depth	CPAH
SS-05	0.5 ft	9.6 E-06



FILE: 1436 E FOREST HILL AVENUE - LAND USE ASSESSMENT
 1436 E FOREST HILL AVENUE - OAK CREEK, MILWAUKEE COUNTY, WISCONSIN
 BRRTS #02-41-582440 FID #341303160

RESIDUAL SOIL CONTAMINATION MAP CPAH

FIGURE 8.2.b.1

DATE: 08/10/2022

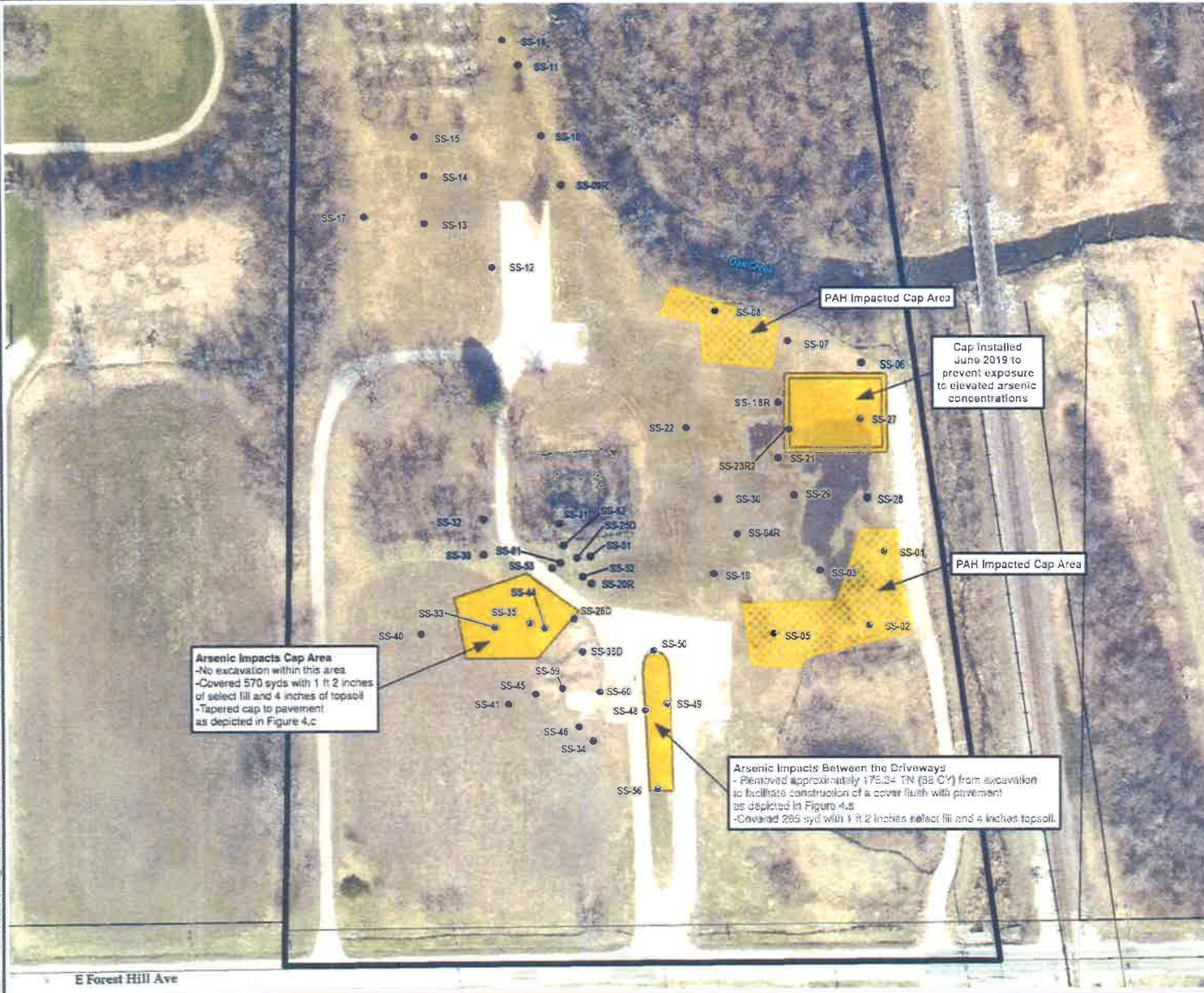
TRC

104 North 1st Street, Suite 300
 Milwaukee, WI 53217
 Phone: 414.224.9200
 www.trcinc.com

FILE NO: 1436 E FOREST HILL AVENUE

Coordinate System: NAD 1983 StatePlane Wisconsin South (FIPS 4803 Feet) (Foot US)
 Zone: 12N
 Map Relation: 0

File Date: 09/09/2022 10:58:46 AM
 Path: S:\PROJECTS\NR_725\NR_725\GIS\MAPS\NR_725_CAPIS.mxd



LEGEND

- RESIDUAL SOIL SAMPLE LOCATION
- EXISTING CLAY CAP (1.5 FT THICK, INSTALLED 2002)
- EXISTING CLAY CAP (1.5 FT THICK, INSTALLED 2020)
- EXISTING CLAY CAP (1.5 FT THICK, INSTALLED 2019)
- TAX PARCEL
- PROPERTY BOUNDARY

- NOTES**
1. BASE MAP IMAGERY FROM MILWAUKEE COUNTY GIS, 2020.
 2. PARCEL BOUNDARY DATA FROM MILWAUKEE COUNTY LAND INFORMATION OFFICE, (MCLIO) 2019.
 3. SAMPLE LOCATIONS COLLECTED IN FIELD WITH GPS UNIT AND DIFFERENTIALLY CORRECTED WITH PATHFINDER.
 4. A 1.5 FT THICK CLAY CAP WAS INSTALLED ABOVE SS-27 IN JUNE 2019 TO PREVENT EXPOSURE TO ELEVATED ARSENIC CONCENTRATIONS.



PROJECT:	1436 E. FOREST HILL AVENUE OAK CREEK, MILWAUKEE COUNTY, WISCONSIN BARRIS #02-41-582440 FID #541303160		
TITLE:	NR 725 CAPS		
DRAWN BY:	A. ADAR	FILE NO.	077092
CHECKED BY:	R. HARTWICK	DATE:	SEPTEMBER 2022
APPROVED BY:	R. B. CAPEL	FIGURE D.2.a	
		8221 W. Washington St., Suite 2100 West Allis, WI 53274 Phone: 262.537.1212 www.trcwi.com, corp	
1/4" = 1'		025_27290_NRP2_CAPIS.mxd	



Cap Maintenance Plan

**Former Greenhouse
1436 E. Forest Hill Ave.
Oak Creek, Wisconsin**

November 2022

BRRTS #02-41-582440

DNR FID #341303160

Prepared For:

Strand Associates, Inc. and
Milwaukee Metropolitan Sewerage District

Prepared By:

TRC
6737 W Washington St #2100
West Allis, Wisconsin 53214

A handwritten signature in black ink, appearing to read "W. Stapel".

Warren Tyler Stapel, P.E.
Project Manager

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FIGURES

- Figure D.2.a Cap Maintenance Plan Map
- Figure D.2.b.1. Cross Section- Arsenic Impacts Between the Driveway Area
- Figure D.2.b.2. Cross Section- Arsenic Impacts Cap Area

APPENDICES

- Appendix A Deed
- Appendix B Inspection Checklist and Logs
- Appendix C Photographic Log




1.0 Property and Plan Information

1.1 Site Information

- Site Location: 1436 E. Forest Hill Ave.
Oak Creek, Milwaukee County, WI 53154
- Tax Parcel ID #: 8159988000
- WDNR/FID #: 341303160
- WDNR BRRTS/Activity #: 02-41-582440
- Legal Description: SE ¼ of the NE ¼ of Section 16, T05N, R22E
- Coordinates: 42.8948177, -88.8933831
- Property Deed: Included in **Appendix A**

1.2 Contact/Notification Information

- Site Owner and Operator: Milwaukee Metropolitan Sewerage District
260 W Seeboth St.
Milwaukee, WI 53204
414-225-2147
- Signature: 
Mark Mittag, P.E., CFM
- Consultant: TRC Environmental Corporation
6737 W. Washington Street, Suite 2100
West Allis, WI 53214
(262) 879-1212
- WDNR: Adam McIlheran
2300 N. Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212
(414) 263-8369

Notify the WDNR at least 45 days in advance of any changes in land or property use or system modifications.

1.3 Purpose

This document is the Cap Maintenance Plan (Plan) for the above-referenced site, prepared in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code. One type of cap is on the property. This cap consists of an imported backfill layer of 14 inches covered by 4 inches of topsoil, for a total thickness of 18 inches or 1.5 feet.

This type of cap is depicted in **Figure D.2.a**. The capped areas will maintain a vegetative cover once vegetation is established. The cap limits direct contact with underlying soil that is contaminated from arsenic and polycyclic aromatic hydrocarbons (PAHs) from greenhouse operations.

Please refer to this Plan for additional information on the continuing obligations for the site. The specific monitoring and maintenance requirements are included in **Appendix B**. If the lot is acquired by a new owner, this Plan with the appropriate attachment(s) can be transferred to the new owner.

The property owner will maintain a copy of this Plan and make it available to all interested parties (i.e., WDNR on-site employees, contractors, future property owners, etc.) for viewing.

1.4 Prohibited Activities

The following activities are prohibited unless prior approval is received from the WDNR:

- Removal or modification of cap
- Replacement of cap with another barrier of another type
- Excavating or grading of the land surface
- Filling on covered or paved areas
- Plowing or agricultural cultivation
- Construction or placement of a building or other structure
- Installation of a water well.

Additional testing may be completed to support the WDNR's approval of the aforementioned activities.

1.5 Notifications

Notify WDNR at least 45 days in advance of any changes in occupancy, land or property use, or system modifications.

In the event that necessary maintenance activities require the removal of the cap and excavation of the underlying soils, the property owner will notify the maintenance workers of potential direct contact exposure hazard.

Replacement of all or portions of the cap with similar or superior materials (e.g., replacing asphalt with concrete) is allowable, but notification and documentation of the change in conditions must be provided to WDNR.

1.6 Amendment or Withdrawal of Cap Maintenance Plan

This Plan can be amended or withdrawn by the property owner and its successors with the written approval of WDNR.

2.0 Property and Plan Information

2.1 Contamination Description

Results of site investigations and confirmation samples from remedial action indicated that the former greenhouse operations impacted underlying surficial soils within the upper 4 feet of the soil column with arsenic and PAHs. Residual contamination remains on-site, with some areas exceeding the NR 720 residual contamination level (RCL) for arsenic and PAHs in soil. Groundwater was not impacted by arsenic or PAHs.

The locations of remaining soil contamination are shown on **Figure D.2.a**. The existing cap aids to protect human health and the environment from the residual soil contamination.

2.2 Cap Description

The caps in five remediated areas are shown in **Figure D.2.a**. The location of capped areas includes the Arsenic Impacts Between the Driveway area, the Arsenic Impacts Cap area, the area east of the former site building, and the two residual cPAH cumulative risk areas. The current cap required to be maintained consists of one distinct construction type. This cap consists of an imported clean backfill layer of 14 inches covered by 4 inches of topsoil, for a total thickness of 18 inches or 1.5 feet.

Imported backfill cap areas are shown in cross section in the Arsenic Impacts Between Driveway area, **Figure D.2.b.1**, and the Arsenic Impacts Cap area, shown in **Figure D.2.b.2**, are considered to be caps under NR 725. Caps in other areas of the site are consistent with those shown on cross sections. The caps prevent direct contact with underlying arsenic and PAHs impacted soil contamination.

The caps are composed of backfill covered with topsoil and seeded with grass. Photographs of the current conditions of the cap areas are included in **Appendix C**. Based on the current and future use of the property, the caps should function as intended unless disturbed.

2.3 Cap Inspection

The cap needs to be inspected annually by the property owner or their designated representative. An inspection checklist is provided in **Appendix B**. The inspections will check that the cap areas remain intact as intended to mitigate the risk to human health and the environment.

The current site cover overlying the soil impacted areas, as depicted in **Figure D.2.a**, will be inspected once a year. The inspections will be performed to evaluate damage due to settling, exposure to weather, or other factors. Any area where underlying soils have become or are likely to become exposed will be documented.

A log of the inspections and any repairs will be maintained by current and future property owner(s). An inspection log for the cap is provided in **Appendix B**. Additionally, a table of WTM coordinates is included in **Appendix B** that will allow for the caps to be located without site markers. A figure is also provided to indicate the approximate location of each cap and location point. This table and figure are to be utilized to locate the caps on site. The inspection log and record of the

repairs/maintenance will be kept at a central location by current and future responsible parties and will be made available to all interested parties (e.g., WDNR, on-site employees, contractors, future property owners) upon request.

2.4 Maintenance

If damage to the cap is noted during the inspections, or at any other time during the year, repairs will be scheduled as soon as practical. Damage to the cap are significant deficiencies that allow direct contact with contaminated soil. Small cracks or gaps in the cap do not need to be immediately addressed, so long as the overall integrity of the cap is ensured.

Repairs to the cap may include, but are not limited to, filling areas of erosion observed in vegetated areas with new clean topsoil and/or reseeded to improve vegetative cover. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Plan unless indicated otherwise by the WDNR.

A record of the repairs/maintenance actions will be kept with the inspection log and copy of the Plan and will be made available to all interested parties (e.g., WDNR, on-site employees, contractors, future property owners) upon request.

In the event that necessary maintenance activities expose the underlying soil, the property owner will inform maintenance workers of any direct contact exposure hazard that might exist in a particular work area. The owner will also sample any soil that is excavated from the site prior to off-site disposal to ascertain if contamination remains. The soil will be managed and disposed of by the property owner (or other responsible party) in accordance with applicable local, state, and federal law. Soils may be disposed of as "contaminated" in lieu of sampling if it is likely that characterization would indicate same.

Directions: In accordance with s. NR 727.05 (1) (b) 3., Wis. Adm. Code, use of this form for documenting the inspections and maintenance of certain continuing obligations is required. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records law [ss. 19.31-19.39, Wis. Stats.]. When using this form, identify the condition that is being inspected. See the closure approval letter for this site for requirements regarding the submittal of this form to the Department of Natural Resources. A copy of this inspection log is required to be maintained either on the property, or at a location specified in the closure approval letter. Do NOT delete previous inspection results. This form was developed to provide a continuous history of site inspection results. The Department of Natural Resources project manager is identified in the closure letter. The project manager may also be identified from the database, BRRTS on the Web, at <http://dnr.wi.gov/botw/SetUpBasicSearchForm.do>, by searching for the site using the BRRTS ID number, and then looking in the "Who" section.

Activity (Site) Name

BRRTS No.

Greenhouse (FMR)

02-41-582440

Inspections are required to be conducted (see closure approval letter):

When submittal of this form is required, submit the form electronically to the DNR project manager. An electronic version of this filled out form, or a scanned version may be sent to the following email address (see closure approval letter):

- annually
- semi-annually
- other – specify

Inspection Date	Inspector Name	Item	Describe the condition of the item that is being inspected	Recommendations for repair or maintenance	Previous recommendations implemented?	Photographs taken and attached?
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier <input type="checkbox"/> vapor mitigation system <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier <input type="checkbox"/> vapor mitigation system <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier <input type="checkbox"/> vapor mitigation system <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier <input type="checkbox"/> vapor mitigation system <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier <input type="checkbox"/> vapor mitigation system <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N
		<input type="checkbox"/> monitoring well <input type="checkbox"/> cover/barrier <input type="checkbox"/> vapor mitigation system <input type="checkbox"/> other:			<input type="radio"/> Y <input type="radio"/> N	<input type="radio"/> Y <input type="radio"/> N

02-41-582440
BRRTS No.

Greenhouse (FMR)
Activity (Site) Name

{Click to Add/Edit Image}

Date added:

{Click to Add/Edit Image}

Date added:

Title:

Title:

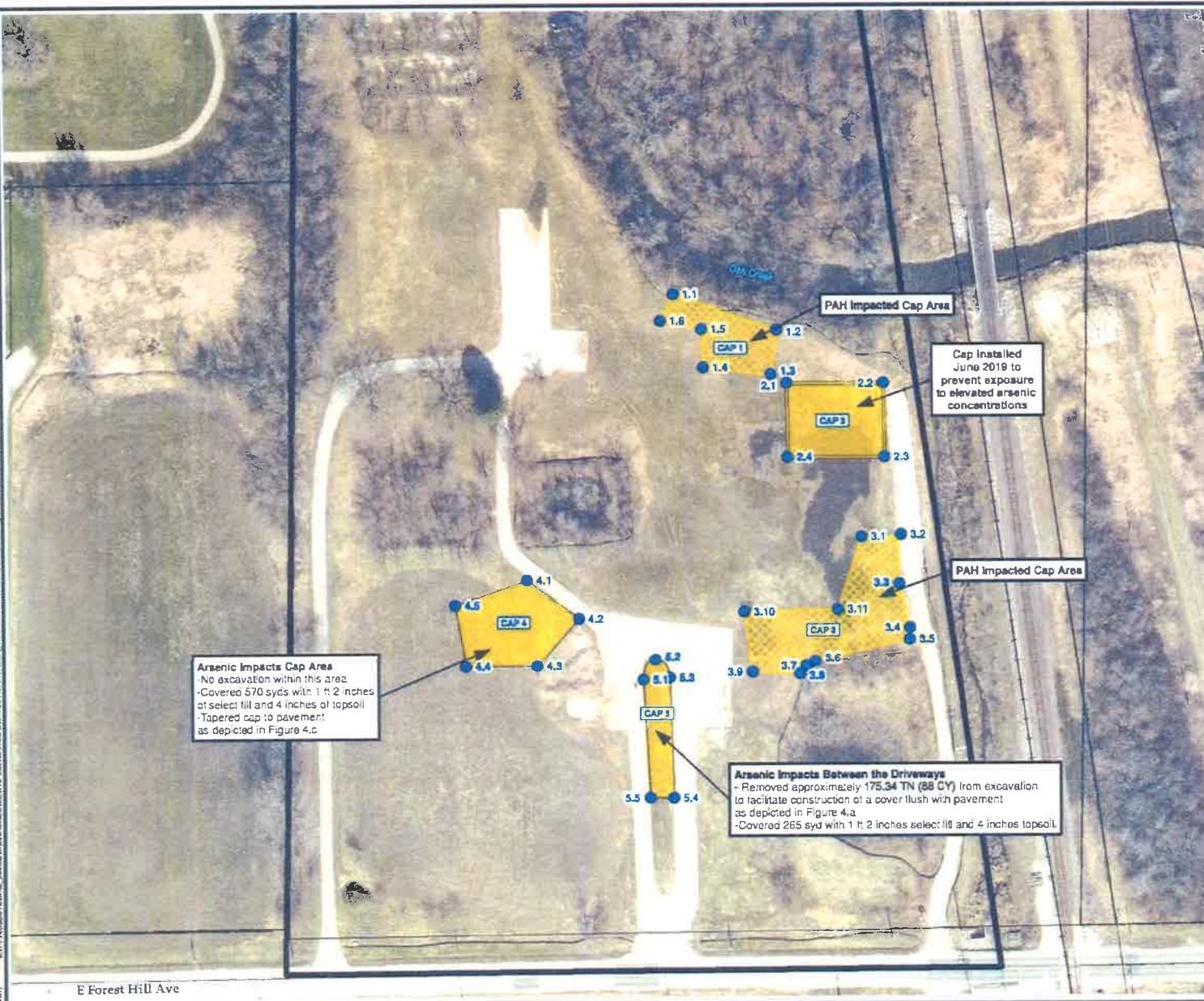
Table 1
Inspection Checklist and Log - Site and Cap Coordinates
Former Greenhouse
1436 E. Forest Hill Avenue
Oak Creek, Milwaukee County, Wisconsin
WDNR BRRTS#02-41-582440

Site Address	Data Provided	Site Centroid Coordinates			
		DD X	DD Y	X Meters	Y Meters
1436 E. Forest Hill Ave.	Site Centroid	-87.893391	42.894949	692001.3988	271301.8938

Cap Identification Number	Cap Data Information	Cap Centroid Coordinates			
		DD X	DD Y	X Meters	Y Meters
1	Clay Cap - 1.5' Thick, 2022 Centroid	-87.89300657	42.89511012	692032.3109	271320.5952
2	Clay Cap - 1.5' Thick, 2019 Centroid	-87.89267176	42.89491361	692060.1947	271299.4566
3	Clay Cap - 1.5' Thick, 2022 Centroid	-87.89269062	42.89446378	692059.9057	271249.4622
4	Clay Cap - 1.5' Thick, 2020 Centroid	-87.8937045	42.89446307	691977.123	271247.3123
5	Clay Cap - 1.5' Thick, 2020 Centroid	-87.89325449	42.89421875	692014.543	271221.1408

Cap Identification Number	Cap Vertex Point ⁽¹⁾	Cap Corner/Edge Coordinates			
		DD X	DD Y	X Meters	Y Meters
1	1.1	-87.893167	42.895211	692018.9502	271331.4151
	1.2	-87.892846	42.895123	692045.3733	271322.3802
	1.3	-87.892869	42.895022	692043.7888	271311.1413
	1.4	-87.89308	42.895042	692026.4855	271312.8915
	1.5	-87.893082	42.89513	692026.0909	271322.6547
	1.6	-87.89321	42.895151	692015.6139	271324.7209
2	2.1	-87.892821	42.895001	692047.7985	271308.9126
	2.2	-87.892519	42.894995	692072.4443	271308.8275
	2.3	-87.892522	42.894826	692072.6384	271290.0421
	2.4	-87.892825	42.894832	692047.9264	271280.0611
3	3.1	-87.892602	42.894646	692066.6392	271269.8612
	3.2	-87.892478	42.894648	692076.7531	271270.3799
	3.3	-87.892488	42.894536	692076.2108	271267.9458
	3.5	-87.892462	42.894409	692078.7322	271243.8776
	3.4	-87.892459	42.894436	692078.8652	271246.8541
	3.6	-87.892757	42.894365	692054.7862	271238.3931
	3.7	-87.892786	42.894355	692052.4188	271237.2151
	3.8	-87.892808	42.894338	692050.6845	271235.2191
	3.9	-87.892955	42.894345	692038.8461	271235.6849
	3.10	-87.892976	42.894482	692036.5326	271250.9128
4	4.1	-87.893653	42.894568	691980.9983	271259.0664
	4.2	-87.893494	42.894478	691994.2632	271249.3798
	4.3	-87.893626	42.894372	691983.777	271237.3924
	4.4	-87.893851	42.894376	691965.4029	271237.3687
	4.5	-87.89388	42.894516	691962.628	271252.8419
5	5.1	-87.893299	42.894334	692010.6153	271233.81
	5.2	-87.893259	42.894379	692013.7035	271238.8653
	5.3	-87.893216	42.894337	692017.3887	271234.2848
	5.4	-87.893214	42.89406	692018.2812	271203.5931
	5.5	-87.893288	42.894062	692012.2487	271203.6474

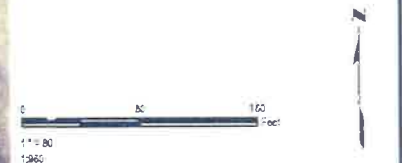
Notes:
1. CapVertex Point corresponds to Cap Vertex Points on Figure 1 of the Cap Inspection Checklist and Log
Coordinate system: NAD 1983 HARN Wisconsin TM (Meters)
PLSS: SENE1605N22E



LEGEND

- CAP VERTEX POINT
- EXISTING CLAY CAP (1.5 FT THICK, INSTALLED 2022)
- EXISTING CLAY CAP (1.5 FT THICK, INSTALLED 2020)
- EXISTING CLAY CAP (1.5 FT THICK, INSTALLED 2019)
- TAX PARCEL
- PROPERTY BOUNDARY

- NOTES**
1. BASE MAP IMAGERY FROM MILWAUKEE COUNTY GIS, 2020.
 2. PARCEL BOUNDARY DATA FROM MILWAUKEE COUNTY LAND INFORMATION OFFICE, (MCLIO) 2016.
 3. SAMPLE LOCATIONS COLLECTED IN FIELD WITH GPS UNIT AND DIFFERENTIALLY CORRECTED WITH PATHFINDER.
 4. CAP VERTEX POINTS CORRESPOND TO DATA PROVIDED IN TABLE 1 OF THE INSPECTION CHECKLIST AND LOG.



PROJECT: 1438 E. FOREST HILL AVENUE
 OAK CREEK, MILWAUKEE COUNTY, WISCONSIN
 BRRTS #02-41-582440 FID #341303160

TITLE: INSPECTION CHECKLIST AND LOG
 CAP LOCATION FIGURE

DRAWN BY: J. ADAMS PROJECT NO: 372660
 CHECKED BY: R. HARTWICK
 APPROVED BY: W. STAPPEL
 DATE: NOVEMBER, 2022

FIGURE 1

TRC
 8737 W. Villardington St., 5 Jan 21 02
 West Allis, WI 53224
 Phone: 262.676.1212
 www.trcinc.com

FILE NO: 2022_001_372660_Cap.mxd

E Forest Hill Ave



COMMON COUNCIL REPORT

Item: NR 216 Annual Report for 2022

Recommendation: That the Common Council adopts Resolution No. 12392-032123, a resolution accepting the 2022 Annual Report for Oak Creek's WPDES Storm Water (NR 216) permit.

Fiscal Impact: None.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The City is required to submit an annual report to the Wisconsin Department of Natural Resources summarizing the status of implementation of storm water management programs and compliance with schedules outlined in Oak Creek's NR 216 permit. Oak Creek was initially issued a permit in 2000 and reissued permits in 2006 and 2013. The permit requirements are water-quality based. The Department of Natural Resources requires the report to be submitted electronically using their standardized form. The attached report contains both the traditional report layout and the newer eReport form. The traditional report is included because it is more explanatory.

Options/Alternatives: This Resolution and report review is required per Section 3.9.5 of Oak Creek's WPDES Storm Water (NR 216) Permit and not to adopt it would be a violation of the permit.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Ashley Kiepczynski, P.E.
Assistant City Engineer

Fiscal Review:

Maxwell Gagín, MPA
Assistant City Administrator/Comptroller

Approved:

Matthew J. Sullivan, P.E.
City Engineer

Attachments: Resolution No. 12392-032123, 2022 NR 216 Annual Report

RESOLUTION NO. 12392-032123

BY: _____

**RESOLUTION ACCEPTING THE 2022 ANNUAL REPORT FOR
OAK CREEK'S WPDES STORM WATER (NR 216) PERMIT**

WHEREAS, the City of Oak Creek is required to prepare and submit an annual report for compliance with Oak Creek's WPDES Storm Water (NR 216) permit to the Wisconsin Department of Natural Resources; and

WHEREAS, the annual report outlines Oak Creek's status of implementation of storm water management programs and compliance with schedules contained in the permit.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Oak Creek that the 2022 Annual Report for Oak Creek's WPDES storm water (NR 216) permit has been reviewed and accepted.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21st day of March, 2023.

Passed and adopted this 21st day of March, 2023.

President, Common Council

Approved this 21st day of March, 2023.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



Meeting Date: March 21, 2023

Item No. 7

COMMON COUNCIL REPORT

Item: Southfield Expansion II, LLC - Correction Instrument

Recommendation: The Common Council approves Resolution No. 12393-032123, approving a correction instrument to the deed restrictions for Southfield Expansion II, LLC for the property at 6939 S. 13th Street.

Fiscal Impact: There is no fiscal impact

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: In September of 2015 the Council adopted a resolution approving deed restrictions for an expansion to the Southfield apartments located at 6939 S. 13th Street. That resolution was to have been recorded against that property. However the legal description in both the resolution and deed restrictions incorrectly identified that property as Lot 1 of Certified Survey Map Nol 8710. In reality, Lot 1 of CSM 8710 described property at 7433 S. 10th Street.

Given that the 10th Street property is currently being subdivided and developed, it is necessary to correct the legal description in the resolution and deed restrictions to match the correct property.

Options/Alternatives: Failure to correct this error will complicate the sale and development of the property.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Doug Seymour, AICP
Director of Community Development

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments: 12393-032123

Exhibit A - Correction Instrument

RESOLUTION NO. 12393-032123

BY: _____

**RESOLUTION APPROVING A CORRECTION INSTRUMENT
FOR DEED RESTRICTIONS**

SOUTHFIELD EXPANSION II, LLC
(1st Aldermanic District)

WHEREAS, on September 1, 2015 the City of Oak Creek (hereinafter "City") adopted Resolution No. 11643-090115, a resolution approving deed restrictions for the proposed Southfield Expansion II located at 6939 S. 13th Street; and

WHEREAS, the legal description in that Agreement incorrectly identified "Lot 1 of Certified Survey Map 8710" (7433 S. 10th Street) as the affected legally described property; and

WHEREAS, the correct legal description should reference "Lot 1 of Certified Survey Map No. 8885, SE 1/4 SECTION 6-5-22" (6939 S. 13th Street); and

WHEREAS, a Correction Instrument, as depicted in Exhibit A, has been prepared to correct this error.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that said Correction Instrument is approved.

BE IT FURTHER RESOLVED that staff is authorized to proceed with the execution and recording of said Correction Instrument.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21st day of March, 2023.

Passed and adopted this ___ day of _____, 2023

President, Common Council

Approved this ___ day of _____, 2023

Mayor

ATTEST: _____
City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT A CORRECTION INSTRUMENT

Document Number	Document Name
CORRECTION INSTRUMENT	
<p>Undersigned hereby states that a certain document titled as Southfield Expansion II Deed Restrictions and executed by Wimmer Brothers Realty, Inc., the Manager of Southfield Expansion II, LLC, which was recorded in Milwaukee County, Wisconsin on September 14, 2015 as Document No. 10498484 (the "Recorded Document"), and contained the following error:</p> <p>The Undersigned makes this Correction Instrument for correcting the Recorded Document as follows:</p> <p>The legal description for the property contained on the first page of the Recorded Document was incorrect and shall be replaced with the following:</p> <p>LOT 1 OF CERTIFIED SURVEY MAP NO. 8885, SE 1/4 SECTION 6-5-22</p>	<p>Recording Area</p> <hr/> <p>Name and Return Address First American Title Insurance Company 833 E Michigan St, Suite 550 Milwaukee, WI 53202 Attn: Colleen Boyle</p>

736-8012-000

Parcel Identification Number (PIN)

This is not homestead property.
 (is) (is not)

The basis for the Undersigned's personal knowledge is: The undersigned was the original drafter of the Recorded Document.

A copy of the Recorded Document is attached to this Correction Instrument. Undersigned has sent notice of the execution and recording of this Correction Instrument by First Class Mail to all parties to the transaction that was the subject of the Recorded at their last known addresses.

Dated _____

 _____ (SEAL) _____ (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not,
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Mitch D. Kiffmeyer, Esq.

ACKNOWLEDGMENT

STATE OF WISCONSIN }
 COUNTY OF MILWAUKEE } ss.

Personally came before me on _____,
 the above named _____

To me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: _____)



Meeting Date: March 21, 2023

Item No. 8

COMMON COUNCIL REPORT

Item: Southfield Expansion II, LLC Stormwater Agreement - Correction Instrument

Recommendation: The Common Council approves Resolution No. 12394-032123, approving a correction instrument to the stormwater management practices maintenance agreement for Southfield Expansion II, LLC for the property at 6939 S. 13th Street.

Fiscal Impact: There is no fiscal impact

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: In September of 2015 the Council adopted a resolution approving stormwater management practices maintenance agreement for Southfield Expansion II, LLC for the property at 6939 S. 13th Street. That resolution was to have been recorded against that property. However the legal description in both the resolution and deed restrictions incorrectly identified that property as Lot 1 of Certified Survey Map Nol 8710. In reality, Lot 1 of CSM 8710 described property at 7433 S. 10th Street.

Given that the 10th Street property is currently being subdivided and developed, it is necessary to correct the legal description in the resolution and agreement to match the correct property.

Options/Alternatives: Failure to correct this error will complicate the sale and development of the property.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Doug Seymour, AICP
Director of Community Development

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments: 12394-032123

Exhibit A - Correction Instrument

RESOLUTION NO. 12394-032123

BY: _____

**RESOLUTION APPROVING A CORRECTION INSTRUMENT FOR
A STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT**

**SOUTHFIELD EXPANSION II, LLC
(1st Aldermanic District)**

WHEREAS, on September 1, 2015 the City of Oak Creek (hereinafter "City") adopted Resolution No. 11636-090115, a resolution approving a storm water management practices maintenance agreement (the Agreement) for the proposed Southfield Expansion II located at 6181 S. 13th Street, which is now 6939 S. 13th Street; and

WHEREAS, the legal description in that Agreement incorrectly identified "Lot 1 of Certified Survey Map 8710" (7433 S. 10th Street) as the affected legally described property; and

WHEREAS, the correct legal description should reference "Lot 1 of Certified Survey Map No. 8885, SE 1/4 SECTION 6-5-22" (6939 S. 13th Street); and

WHEREAS, a Correction Instrument, as depicted in Exhibit A, has been prepared to correct this error.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that said Correction Instrument is approved.

BE IT FURTHER RESOLVED that staff is authorized to proceed with the execution and recording of said Correction Instrument.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21st day of March, 2023.

Passed and adopted this ___ day of _____, 2023

President, Common Council

Approved this ___ day of _____, 2023

Mayor

ATTEST: _____
City Clerk

VOTE: Ayes _____ Noes _____

**EXHIBIT A
CORRECTION INSTRUMENT**

Document Number	Document Name
<p>Undersigned hereby states that a certain document titled as Southfield Expansion II Stormwater Management Practices Maintenance Agreement and executed by Southfield Expansion II, LLC and the City of Oak Creek, Wisconsin, which was recorded in Milwaukee County, Wisconsin on September 14, 2015 as Document No. 10498485 (the "Recorded Document"), and contained the following error:</p> <p>The Undersigned makes this Correction Instrument for correcting the Recorded Document as follows:</p> <p>The legal description for the property contained on the first page of the Recorded Document was incorrect and shall be replaced with the following:</p> <p>LOT 1 OF CERTIFIED SURVEY MAP NO. 8885, SE 1/4 SEC 6-5-22</p>	<p align="center">CORRECTION INSTRUMENT</p> <p>Recording Area</p> <hr/> <p>Name and Return Address First American Title Insurance Company 833 E Michigan St, Suite 550 Milwaukee, WI 53202 Attn: Colleen Boyle</p>

7368012000

Parcel Identification Number (PIN)

This is not homestead property.
 (is) (is not)

The basis for the Undersigned's personal knowledge is: The undersigned was the original drafter of the Recorded Document.

A copy of the Recorded Document is attached to this Correction Instrument. Undersigned has sent notice of the execution and recording of this Correction Instrument by First Class Mail to all parties to the transaction that was the subject of the Recorded Document at their last known addresses.

Dated _____

 _____ (SEAL) _____ (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not,
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

 Mitch D. Kiffmeyer, Esq.

ACKNOWLEDGMENT

**STATE OF WISCONSIN
 COUNTY OF MILWAUKEE** } ss.

Personally came before me on _____,
 the above named _____

To me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: _____)

COMMON COUNCIL REPORT

Item: Partial Release from a Stormwater Management Practices Maintenance Agreement (Bast Holdings, LLC - 7470 S. 13th Street)

Recommendation: The Common Council approves Resolution No. 12395-032123, approving a partial release from a Stormwater Management Practices Maintenance Agreement for Bast Holdings, LLC affecting the property at 7470 S. 13th Street

Fiscal Impact: The partial release of this agreement will allow for the development of this redivided parcel.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: In April of 2006 the Council adopted Resolution No. 10628-041806, approving a storm water management practices maintenance agreement for the Riteway Bus parking lot expansion located at 7470 S. 13th Street. The vacant portion of this property (proposed Lot 2 of the attached CSM) is being reconfigured for redevelopment into a 133,000 s.f. office-warehouse building.

That project, which was approved by the Plan Commission earlier this year, will have its own stormwater management facilities and will require a separate storm water management practices maintenance agreement. In order to correctly assign maintenance responsibilities for the respective stormwater facilities, the current property owner is requesting that the agreement be revised to reflect the new property configuration and to release the current owners, who are retaining ownership of the Riteway parcel from maintenance responsibility for the new stormwater facilities. on Lot 2 of the proposed reconfigured parcel.

Options/Alternatives: Retaining the current agreement would complicate the sale and redevelopment of the parcel.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Doug Seymour, AICP
Director of Community Development

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments: 12395-032123, 7433 S. 13th Street site plan and building renderings

RESOLUTION NO. 12395-032123

BY: _____

**RESOLUTION APPROVING A PARTIAL RELEASE FROM
A STORMWATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT**

BAST HOLDINGS, LLC
(1st Aldermanic District)

WHEREAS, on April 18, 2006 the City of Oak Creek (hereinafter "City") adopted Resolution No. 10628-041806, a resolution approving a storm water management practices maintenance agreement (the Agreement) for the proposed Riteway Bus parking lot located at 7470 S. 13th Street; and

WHEREAS, the Agreement affected the following legally described property

That part of the Northwest 1/4 of Section 8, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at Southwest corner of the Northwest 1/4 of Section 8, Township 5 North, Range 22 East; thence S 89°01'01" E, 75.01 feet, to the point of beginning; thence N 00°05'25" E, along the east Right of Way line of South 13th Street, 224.66 feet; thence N 89°01'01" W, 525.06 feet; thence N 00°05'25" E, 224.66 feet; thence S 89°01'01" E, 375.05 feet; thence S 00°05'25" W, along the west Right of Way line of South 10th Street, 404.31 feet; thence N 89°01'01" W, 614.42 feet; thence along a curve to the left, having a radius of 545.00 feet, 223.02 feet; thence N 89°01'01" W, 68.14 feet, to the point of beginning.

Said lands containing 252,212 square feet (5.79 acres) more or less.; and

WHEREAS, Certified Survey Map No. 8710 was recorded on July 30, 2015 reconfiguring the property; and

WHEREAS, the property is in the process of being further subdivided by certified survey map into 3 lots as depicted in Exhibit A; and

WHEREAS, Lot 1 of the proposed certified survey map contains the stormwater management facilities originally referenced in Resolution No. 10628-041806 and the referenced storm water management practices maintenance agreement; and

WHEREAS, Lot 2 of the proposed certified survey map is proposed for further development, which requires a separate storm water management practices maintenance agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that said storm water management practices maintenance agreement be revised to incorporate only those lands in Lot 1 of the proposed certified survey map being further described as:

Commencing at the Southwest corner of the Northwest 1/4 of Section 8, Township 5 North, Range 22 East; thence S89°01'01"E, 45.01 feet to the point of beginning; thence N00°05'25"E, 302.35 feet; thence S89°54'34"E, 494.59 feet; thence N00°05'25"E, 257.12 feet; thence S89°54'34"E, 60.41 feet; thence S00°05'25"W, 118.80 feet; thence S89°01'01"E, 375.05 feet; thence S00°05'25"W, 404.34 feet; thence N89°01'01"W, 614.42 feet; thence Southwesterly 223.02 feet along the arc of a curve with a radius of 545.00 feet and whose chord bears S79°15'35"W, thence N89°01'01"W, 98.14 feet to the point of beginning. (7.3496 acres)

BE IT FURTHER RESOLVED that owner of proposed Lot 2 is hereby released and discharged from the terms of the storm water management practices maintenance agreement.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21st day of March, 2023.

Passed and adopted this ___ day of _____, 2023

President, Common Council

Approved this ___ day of _____, 2023

Mayor

ATTEST: _____
City Clerk

VOTE: Ayes _____ Noes _____



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 3/21/2023 License Committee Report.

Fiscal Impact: License fees in the amount of \$975.00 were collected. Additional fees in the amount of \$10,000 will be collected prior to release of the Reserve Class B Combination alcohol license.

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background:

1. Grant an Operator's license to (favorable background reports received):
 - * Jordan C. Eiff (Aldi)
 - * Lea M. Strzyzewski (Route 41 Bar & Grill)
 - * Aaliyah N. Yin (Pick 'n Save)
 - * Trudi Morison (Walgreens)
 - * Rebecca A. Burdette (Mod Pizza)
 - * Emily R. Martin (Walgreens)
 - * Jaden S. Cohick (Kwik Trip)
 - * Christina J. Voss (Pick 'n Save)
 - * Phillip J. Corbett (Pick 'n Save)

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller CMC/WCMC
Deputy City Clerk

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments: none

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the March 15, 2023 Vendor Summary Report in the total of \$775,351.32.

Fiscal Impact: Total claims paid of \$775,351.32.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Of note are the following payments:

1. \$11,872.00 to Abigail A. Waters (pg #1) for Health Department employee training and coaching.
2. \$7,800.00 to Amy Murphy (pg #1) for consulting work.
3. \$67,437.42 to Bestco UA (pg #2) for April retiree insurance.
4. \$7,775.00 to Buelow Vetter (pg #3) for legal services.
5. \$5,883.17 to Chadkong Lee (pg #3) for legal settlement.
6. \$5,261.95 to City of Cudahy Health Department (Pg #4) for qualitative data analysis.
7. \$70,506.03 to Compass Minerals Company (pg #4) for salt inventory.
8. \$24,301.79 to E. H. Wolf & Sons, Inc. (pg #5) for fuel inventory.
9. \$45,122.24 to Edgewater Resources, LLC (pg #5) for bidding and design services.
10. \$17,604.88 to Enterprise FM Trust (pg #5) for DPW vehicle lease monthly payment, Project #19024.
11. \$34,000.00 to Flock Group (pg #6) for camera systems. Project #22019.
12. \$32,565.00 to Godfrey & Kahn S.C. (pg #6) for legal services regarding Emerald Row, F Street, Ryan Park, and redevelopment of lakefront site.
13. \$9,717.92 to Haskin & Karls (pg #6) for legal services and research relating to Lake Vista Park.
14. \$47,700.00 to J.H. Hassinger (pg #7) for fire stations #3 dorm remodel. Project #22009.
15. \$5,039.07 to Jessie Wieczorek (pg #7) for tax payment refund.
16. \$13,859.66 to Kansas City Life Insurance Co. (pgs #7 & 8) for April disability insurance.

-
17. \$86,925.18 to Meridian Rapid Defense Group LLC (pg #9) for moveable vehicle barrier system. Project #23019.
 18. \$5,000.00 to Pitney Bowes Bank Reserve Account (pg #11) for postage refill.
 19. \$38,558.22 to Ramboll US Consulting Inc. (pg #12) for professional services related to Lakeshore Commons and Peter Cooper.
 20. \$6,313.25 to Ray O'Herron Co., Inc. (pg #10) for holsters.
 21. \$9,999.00 to Summit Commercial Fitness (pg #13) for fitness equipment. Project #23014.
 22. \$16,875.00 to Tyler Technologies, Inc. (pg #14) for consulting services.
 23. \$90,499.36 to US Bank (pgs #17 - 27) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
 24. \$8,668.36 to WI Court Fines & Surcharges (pg #14) for February court fines.

Options/Alternatives: None

Respectfully submitted:



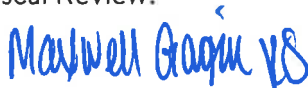
Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:



Maxwell Gaggin, MPA
Assistant City Administrator/Comptroller

Attachments: 03/15/2023 Invoice GL Distribution Report