



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

COMMON COUNCIL MEETING AGENDA

NOVEMBER 21, 2023

7:00 P.M.

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

The City's Vision

Oak Creek: A dynamic regional leader driving the future of the south shore.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance.
3. Approval of Minutes: 11/07/23.

Recognition

4. **Mayoral Proclamation:** Small Business Saturday, November 25, 2023.

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

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

5. **Conditional Use Permit:** Consider a request submitted by Martin Ventura, UW-Madison Extension Milwaukee County, for a Conditional Use Permit for community garden plots for rent on the property at 1800 E. Forest Hill Ave. (1st District).
6. **Ordinance:** Consider Ordinance No. 3085, approving a Conditional Use Permit for garden plots for rent on the property at 1800 E. Forest Hill Ave. (1st District).
7. **Budget:** 2024 Executive Draft Budget.
8. **Ordinance:** Consider Ordinance No. 3086, adopting the 2024 budget and making appropriations (by Committee of the Whole).

New Business

FIRE

9. **Resolution:** Consider Resolution No. 12447-112123, approving the Milwaukee County Equipment Sharing Agreement (by Committee of the Whole).

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>.

COMMUNITY DEVELOPMENT

10. **Resolution:** Consider Resolution No. 12449-112123, accepting the donation of the property at 8830 S. 27th Street from CR Devco/Heyday (6th District).

ENGINEERING

11. **Resolution:** Consider Resolution No. 12446-112123, authorizing the Final Contract Extension and Addendum to the City of Oak Creek 2020-2021 Private Property Maintenance Contract (by Committee of the Whole).
12. **Resolution:** Consider Resolution No. 12448-112123, approving the State Municipal Agreement for the City of Oak Creek Street Lighting Upgrade, Carbon Reduction Program Project (by Committee of the Whole).
13. **Motion:** Consider a motion to award the Abendschein Park – Parking Lot and Entrance Road construction unit price contract to the lowest responsive, responsible bidder, All-Ways Contractors, Inc., at the estimated cost of \$1,475,228.00, and to authorize the transfer of funds from Fund 38 (Project No. 23003) (1st District).

LICENSE COMMITTEE

14. **Motion:** Consider a motion to approve the various license requests as listed on the 11/21/23 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

15. **Motion:** Consider a motion to approve the November 15, 2023 Vendor Summary Report in the amount of \$2,147,190.93 (by Committee of the Whole).

MISCELLANEOUS

16. **Motion:** Consider a motion to convene into closed session pursuant to Wisconsin State Statutes Section 19.85, to discuss the following:
 - (a) Section 19.85(1)(g) to discuss the Aqueous Film Forming Foams Product Liability Litigation, Multi-District Litigation No. 2:18-mn-2873 (3M and DuPont PFAS Litigation Class Action Settlement).
17. **Motion:** Consider a motion to reconvene into open session.
18. **Motion:** Consider a motion to take action, if required.

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 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.

**MAYORAL PROCLAMATION
SMALL BUSINESS SATURDAY
NOVEMBER 25, 2023**

Whereas, the government of Oak Creek, Wisconsin, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 33.2 million small businesses in the United States, representing 99.7% of firms with paid employees, and they are responsible for 62.7% of net new jobs created from since 1995; and

Whereas, small businesses employ 46.4% of the employees in the private sector in the United States; and

Whereas, 68 cents of every dollar spent at a small business in the United States stays in the local community, and every dollar spent at small businesses creates an additional 48 cents in local business activity, as a result of employees and local businesses purchasing local goods and services; and

Whereas, 72% of consumers reported that Small Business Saturday 2022 made them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

Whereas, the City of Oak Creek supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Daniel Bukiewicz, Mayor of Oak Creek, Wisconsin do hereby proclaim, November 25, 2023, as

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Dated this 21st day of November, 2023.

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

TO BE PUBLISHED NOVEMBER 1 & 8, 2023

OFFICIAL NOTICE

**NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL**

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Martin Ventura, UW-Madison Extension Milwaukee County, for a Conditional Use Permit for community garden plots for rent on the property at 1800 E. Forest Hill Ave.

Hearing Date:

November 21, 2023

Time:

7:00 PM

Place:

Oak Creek Civic Center (City Hall)
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Applicant(s):

Martin Ventura, UW-Madison Extension Milwaukee County

Property Owner(s):

MILWAUKEE COUNTY PARK COMMISSION

Property Location(s):

1800 E. Forest Hill Ave.

Tax Key(s):

816-9989-000

Legal Description:

LANDS ACQUIRED BY MILWAUKEE COUNTY FOR PARKWAY IN NW ¼ SEC. 15-5-22 EXEMPT CONT. 22.25 ACS.

The Common Council has scheduled other public hearings for November 21, 2023 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: October 25, 2023
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

PLEASE NOTE: 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, or by writing to City Hall, 8040 South 6th Street, Oak Creek, Wisconsin 53154.



COMMON COUNCIL REPORT

Item: Conditional Use Permit - 1800 E. Forest Hill Ave. - Martin Ventura, UW-Extension Milwaukee County Urban Agriculture Program

Recommendation: That the Council considers Ordinance 3085, an ordinance to approve a Conditional Use Permit for garden plots for rent on the property at 1800 E. Forest Hill Ave. (1st Aldermanic District)

Fiscal Impact: Approval will allow for the continued use of an existing garden operation on the property, which had previously not been reviewed and approved by the City. While no direct fiscal impact other than review and potential permit fees would result from the approval of the proposal, the use of a County-owned property that respects the environmental features and offers opportunities for small-scale agricultural operations provides numerous community benefits. This property is not currently part of a TID.

- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe & Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicant is requesting Conditional Use approval for garden plots for rent on the property at 1800 E. Forest Hill Ave. Garden plots for rent are Conditional Uses in the P-1, Park district. Per the submitted narrative, the community gardens were established on 9 acres of the property in 2012. The application seeks to formalize a use that had previously not been reviewed and approved by the City.

As proposed, the portion of the property located outside of the floodway will continue to allow for approximately 40 garden plots varying in size from 20' x 20' at the smallest to 30' x 30' on average. Three (3) plots are identified as "microfarms" of approximately ¼ acre each, which are leased out as farm business incubators. All garden plots are more than 10 feet from property lines. The only structures on the property are a 10' x 20' wash station and an 8' x 10' garden shed. Portable restrooms, onsite between April and October, with an information kiosk are located more than 200 feet from the south property line. Any future structures will be required to obtain building permits. Additional details regarding irrigation, management, and facilities are included in the narrative.

Access to the site is via a single driveway off of Forest Hill Ave. Informal parking areas are adjacent to each plot. Per Code, no minimum parking stalls are required for garden plots. It will be up to the landowner and the operator of the garden plots (UW-Extension Milwaukee County Urban Agriculture Program) to ensure that access and parking are managed.

After careful consideration at their October 24 and November 14, 2023 meetings, the Plan Commission recommended Common Council approval of the request subject to attached Conditions and Restrictions.

Options/Alternatives: Council has the discretion to approve or not approve the proposed Conditional Use Permit request. Per Section 17.0804(e)(3) of the Municipal Code: A conditional use permit may be granted upon finding in the review of the application that all applicable use specific provisions per Article 4 of [this] Zoning Ordinance as well as the following criteria are met. A negative finding of fact on any of the following criteria shall require a negative vote on the application as a whole.

- o Section 17.0804(e)(3)(a) - The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
- o Section 17.0804(e)(3)(b) - The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- o Section 17.0804(e)(3)(c) - Adequate utilities, access roads, drainage, parking supply, internal circulation improvements, including but not limited to vehicular, pedestrian, bicycle, and other necessary site improvements have been or are being provided.
- o Section 17.0804(e)(3)(d) - Measures have been or will be taken to provide adequate ingress and egress and designed to minimize traffic congestion and to ensure public safety and adequate traffic flow, both on-site and on the public streets.
- o Section 17.0804(e)(3)(e) - The conditional use conforms to all applicable regulations of the district in which it is located.

Should the Council determine that the proposed request for a Conditional Use Permit on the property at 1800 E. Forest Hill Ave. is acceptable, the suggested motion is to approve Ordinance 3085 as stated. The approval would allow the continued use of the property as presented.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



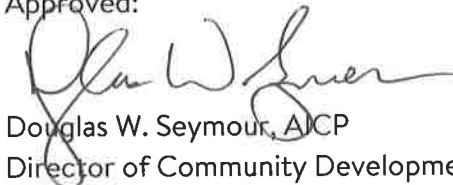
Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments: Ord. 3085

Location Map

Narrative and Maps (10 pages)

Draft Conditions and Restrictions (8 pages)

Excerpted Plan Commission Minutes (3 pages)

ORDINANCE NO. 3085

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR
GARDEN PLOTS FOR RENT ON THE PROPERTY AT 1800 E. FOREST HILL AVE.

(1st Aldermanic District)

WHEREAS, MARTIN VENTURA, UW-EXTENSION MILWAUKEE COUNTY URBAN AGRICULTURE PROGRAM, has applied for a Conditional Use Permit that would allow for garden plots for rent on the property at 1800 E. Forest Hill Ave.; and

WHEREAS, the property is more precisely described as follows:

Lands acquired by Milwaukee County for Parkway in NW ¼ SEC. 15-5-22 EXEMPT CONT. 22.25 ACS.

WHEREAS, the Plan Commission has reviewed this proposal and has recommended that the Conditional Use be approved; and

WHEREAS, the Common Council held a public hearing on this matter on November 21, 2023, at which time all interested parties appeared and were heard; and

WHEREAS, the Plan Commission had recommended that the application for a Conditional Use be approved and authorized subject, however, to the imposition of certain conditions and restrictions upon the design, construction, location and operation of this Conditional Use, and which conditions and restrictions are incorporated by reference into the Conditional Use Permit; and

WHEREAS, following said public hearing and upon recommendation of approval of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the Conditional Use were approved and authorized for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Conditional Use.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Building Commissioner is hereby authorized to grant a Conditional Use Permit for garden plots for rent on the property at 1800 E. Forest Hill Ave., which shall include the aforementioned conditions and restrictions (see Exhibit A).

SECTION 2: The Conditional Use is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for the garden plots for rent on the property at 1800 E. Forest Hill Ave.

SECTION 3: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

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

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

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

President, Common Council

Approved this 21st day of November, 2023.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT A: CONDITIONS AND RESTRICTIONS

City of Oak Creek – Conditional Use Permit (CUP) Conditions and Restrictions		
Applicant:	Martin Ventura, UW-Extension Milw. County Urban Ag. Program	Approved by Plan Commission: 11-14-23 Approved by Common Council: 11-21-23 (Ord. 3085)
Property Address(es):	1800 E. Forest Hill Ave.	
Tax Key Number(s):	816-9989-000	
Conditional Use:	Garden Plots for Rent	

1. LEGAL DESCRIPTION

LANDS ACQUIRED BY MILWAUKEE COUNTY FOR PARKWAY IN NW ¼ SEC. 15-5-22 EXEMPT CONT. 22.25 ACS.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

B. A precise detailed site plan for the area affected by the Conditional Use Permit shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building permits for each phase. This plan shall show and describe the following (as applicable):

- | | |
|--|--|
| <p>1) General Development Plan</p> <ul style="list-style-type: none">a) Detailed building/structure location(s) with setbacksb) Square footage & details of all buildings/structuresc) Area(s) for future expansion/phasesd) Area(s) to be pavede) Access drive(s) (width and location)f) Sidewalk location(s)g) Parking layout and traffic circulation<ul style="list-style-type: none">i) Location(s) and future expansionii) Number & type(s) of buildings/structuresiii) Number of all parking spacesiv) Dimensionsv) Setbacks & buffersh) Location(s) of loading berth(s)i) Location of sanitary sewer (existing & proposed)j) Location of water (existing & proposed)k) Location of storm sewer (existing & proposed)l) Location(s) of wetlands (field verified)m) Location(s) and details of sign(s)n) Location(s) and details of proposed fences/gates | <p>2) Landscape Plan</p> <ul style="list-style-type: none">a) Screening plan, including parking lot screening/berming & buffer areasb) Number, initial & mature sizes, and types of plantings; tree inventory & retention/replacement planc) Percentage open/green space <p>3) Building Plan</p> <ul style="list-style-type: none">a) Architectural elevations (w/dimensions)b) Building floor plans (w/dimensions)c) Materials of construction (including colors) <p>4) Lighting Plan</p> <ul style="list-style-type: none">a) Types & color of fixturesb) Mounting heightsc) Types & color of polesd) Photometrics of proposed fixtures <p>5) Grading, Drainage and Stormwater Management Plan</p> <ul style="list-style-type: none">a) Contours (existing & proposed)b) Location(s) of storm sewer (existing and proposed)c) Location(s) of stormwater management structures and basins/green infrastructure (if required) <p>6) Fire Protection</p> <ul style="list-style-type: none">a) Locations of existing & proposed fire hydrantsb) Interior floor plan(s)c) Materials of constructiond) Materials to be stored (interior & exterior) |
|--|--|

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

D. For any new buildings, additions, structures, and site modifications, site grading and drainage,

EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.

- E. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- F. All future land divisions shall follow subdivision plat, and/or condominium plat, and/or certified survey map procedures. If required by the Common Council, a development agreement shall be completed between the owner and the City prior to approval of said land division document to ensure the construction/installation of public improvements required in these Conditions and Restrictions, Chapter 14 (as amended), and all other applicable Sections of the Municipal Code (as amended).

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to those allowed by the P-1, Park zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended).
- B. All uses on the property shall conform to the requirements of the Floodplain Ordinance (as amended).
- C. Structures on the property shall be limited to the portable restrooms, existing information kiosk, existing 8' x 10' garden shed, and 10' x 20' wash/pack station in the locations shown in Exhibit A. All new structures or additions shall meet all applicable sections of the Municipal Code (as amended). Portable restrooms shall be regularly serviced and shall only be onsite between April 1 and November 1.
- D. There shall be no outdoor storage, rental, or sale of equipment, merchandise, non-gardening supplies, vehicles, or any other materials on the property. All gardening materials shall be contained adjacent to the respective garden plots and/or within approved structure(s).
- E. Parking of vehicles shall be restricted to those actively utilizing and maintaining the garden plots and property.
- F. All signs shall conform to the requirements of Sec. 17.0601 – 17.0609 of the Municipal Code (as amended).
- G. Waste collection and recycling shall be the responsibility of the owner.
- H. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

- A. Access to this property shall be restricted to the existing driveway off of Forest Hill Ave.
- B. Parking for this use shall be provided in accordance with these Conditions and Restrictions (see Section 3 above), and any plans approved by the Plan Commission.

5. LIGHTING

There shall be no outdoor lighting of the site. Any future lighting plans shall require review and approval by the Plan Commission prior to permitting and installation.

EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

6. BULK AND DIMENSIONAL REQUIREMENTS, SETBACKS

<i>Lot Standards (Minimum)</i>	
Lot Area	--
Lot Width	--
<i>Yard Setbacks (Minimum) (1)</i>	
Front	25 ft
Street Facing Side	25 ft
Interior Side	25 ft
Rear	25 ft
<i>Building Standards (Maximum)</i>	
Height	35 ft
Building Coverage	20%
Lot Coverage	70%
<i>Parking</i>	
Transition & Required Landscape Areas	See Sec. 17.0505
<i>Notes:</i>	
(1) Setbacks from wetlands shall be a minimum of fifteen (15) feet with a five (5) foot undisturbed buffer.	

7. TIME OF COMPLIANCE

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

8. DURATION OF CONDITIONAL USE PERMIT

This Conditional Use Permit is limited in duration to ten (10) years from the date of issuance of the Conditional Use Permit. The owner may apply for an extension of this Conditional Use Permit. The process for extension of the Conditional Use Permit shall follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

9. OTHER REGULATIONS

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

10. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use Permit is convicted of two or more violations of these Conditions and Restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 11 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee

EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other City ordinances.

11. REVOCAION

Should an applicant, their heirs, successors or assigns, fail to comply with the Conditions and Restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use Permit as set forth in Section 17.0604 of the Municipal Code (as amended).

12. ACKNOWLEDGEMENT

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

Owner / Authorized Representative Signature

Date

(please print name)

EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

**EXHIBIT A:
GENERAL DEVELOPMENT PLAN**

(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

Forest Hill Community Garden All Map Layers



1:3,261
0 0.05 0.10 0.15 0.20 mi
0 0.04 0.08 0.12 km
Shades of Gray & Land Information, Eight Year Technology
Property Information

EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

**EXHIBIT A:
GENERAL DEVELOPMENT PLAN – GARDEN PLOTS**

(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

Forest Hill Community Garden Rental Plots (North)



Forest Hill Community Garden Rental Plots (South)



EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

**EXHIBIT A:
GENERAL DEVELOPMENT PLAN - SETBACKS**

(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

Forest Hill Community Garden Setbacks (North)



Forest Hill Community Garden Setbacks (South)



EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

**EXHIBIT A:
GENERAL DEVELOPMENT PLAN – EXISTING STRUCTURES**

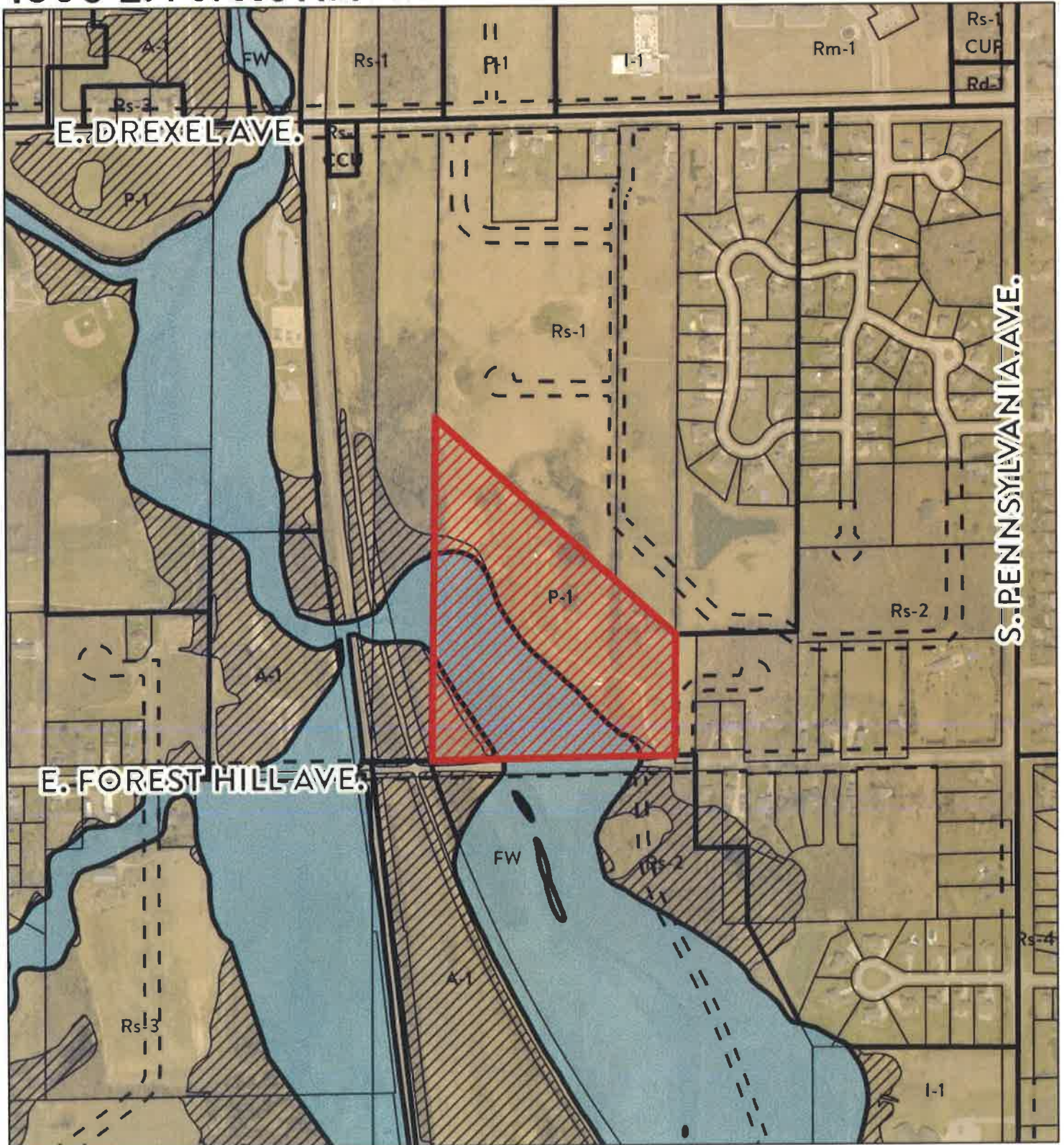
(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

Forest Hill Community Garden Structures



Location Map

1800 E. Forest Hill Ave.



This map is not a survey of the actual boundary of any property this map depicts.



- Parcels
- Zoning
- Official Map

Legend

- Flood Fringe
- Floodway
- 1800 E. Forest Hill Ave.



Extension
UNIVERSITY OF WISCONSIN-MADISON
MILWAUKEE COUNTY



To the City of Oak Creek Planning Commission:

This request seeks conditional zoning approval to maintain the status quo for the sustained operation of the mature and long-established community garden located at 1800 East Forest Hill Avenue in Oak Creek. The requesting agency, UW-Extension Milwaukee County Urban Agriculture Program, is not requesting authorization for any addition or alteration to site infrastructure. We submit this conditional use request at the behest of, and for consideration by the Oak Creek Zoning commission to redress a previously overlooked misalignment between official rules and longstanding practice.

UW-Extension Milwaukee County Forest Hill Community Garden

This garden, named for its location on East Forest Hill Avenue in Oak Creek, was established in 2012 in partnership with the Milwaukee County Parks Department. Since that time, it has been in continuous use as a community garden, providing residents of southern Milwaukee County access to outdoor recreation, entrepreneurship opportunity, fresh food, and community connection. The garden occupies 9 acres within a larger 22.5 acre tract of County-owned land. The 9-acre garden hosts approximately forty (40) garden plots. Plots vary in size and boundaries of individual holdings are variable between growing seasons. Renters often request additional growing space, or choose to cultivate less area from season to season, and sub-delineations are intentionally malleable within larger areas designated for cultivation. The smallest plots are 20x20', while the average size rented is 30 x 30'. Strategic planning within Extension Milwaukee County Urban Agriculture program aims to promote the rental of smaller, more manageable plots, so in future years more 20x20 delineations will be rented to individual growers. All plots on the downslope western side of the road at this garden are no longer tilled annually, and are managed by growers who are committed to stewarding the same plots from year to year. Additionally, three quarter-acre "microfarms" are leased to entrepreneurs seeking to incubate and grow agriculture-based farm businesses.

Site Access

The site is accessible by road via a single main driveway off East Forest Hill Avenue. This garden roadway consists of compacted ¾" traffic bond gravel and allows drive-up access to most areas used by gardeners. The main roadway extends 1,100 feet, giving access to all but the northwesternmost garden area. A mowed pathway is maintained surrounding the northwestern section of gardens to allow for incidental access by maintenance vehicles.

Irrigation

The site is irrigated through an approved metered hydrant connection facilitated by the Oak Creek City Water Department. From the hydrant located on the North side of East Forest Hill Avenue in front of 2000 East Forest Hill Avenue, a potable water supply hose runs 178' through the roadside culvert until it forms a junction with underground polyethylene (PEX) supply line in the culvert east of the driveway apron. The PEX supply follows the east side of the main driveway, with outflows at three (3) standing hose bibs located throughout the garden. These are plumbed in sequence. In total, the system is

supplied by approximately 1000' of underground PEX tubing, which is annually dewatered and sealed for winterization.

Seasonal Facilities

Between the months of April and October, a portable toilet is provided for gardeners to use. This unit is serviced by contractor LRS Portables at maximum 2-week intervals.

Structures

Two small non-dwelling utility structures are located on the premises.

- 1) A garden shed of 10x8' dimensions with a corrugated fiberglass roof sits on a packed gravel footing 560 feet along the main drive from the garden entrance.
- 2) A 10x20' open-walled wash/pack station sits on a packed gravel footing 1,127 feet along the main drive from the garden entrance.

Parking

A 7-10" mowed grassy shoulder is maintained between the roadway and designated garden plot boundaries. Custom and program policy designate these ample roadway margins as acceptable for vehicle parking. Vehicles parked on the shoulder allow vehicles to pass along garden path and to date, no issues or conflicts have been identified with this approach.

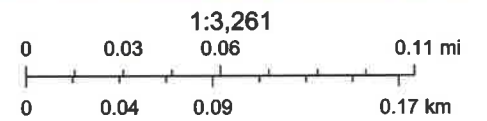
Crime and Safety

As with all other Extension Milwaukee County Urban Agriculture Program growing sites located on Milwaukee County Parks land, Forest Hill Community Garden follows the hours of operation set by the Parks Department and the curfew hours specified by the municipality. In practice, the gardens are open during daylight hours. The available space is rented to a cohort of roughly 30 families. The relatively small number of growers results in an environment in which most growers recognize each other and are able to identify persons unaffiliated with the garden who may be using the site for illegal or unsafe purposes. The garden is closed and gated during winter months (November-April), and only gardeners in good standing who subscribe to year-round plots are allowed the lock combination for entry.

Forest Hill Community Garden Area Leased

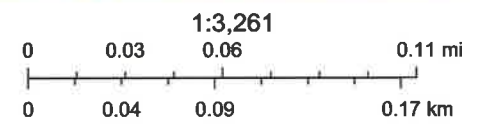
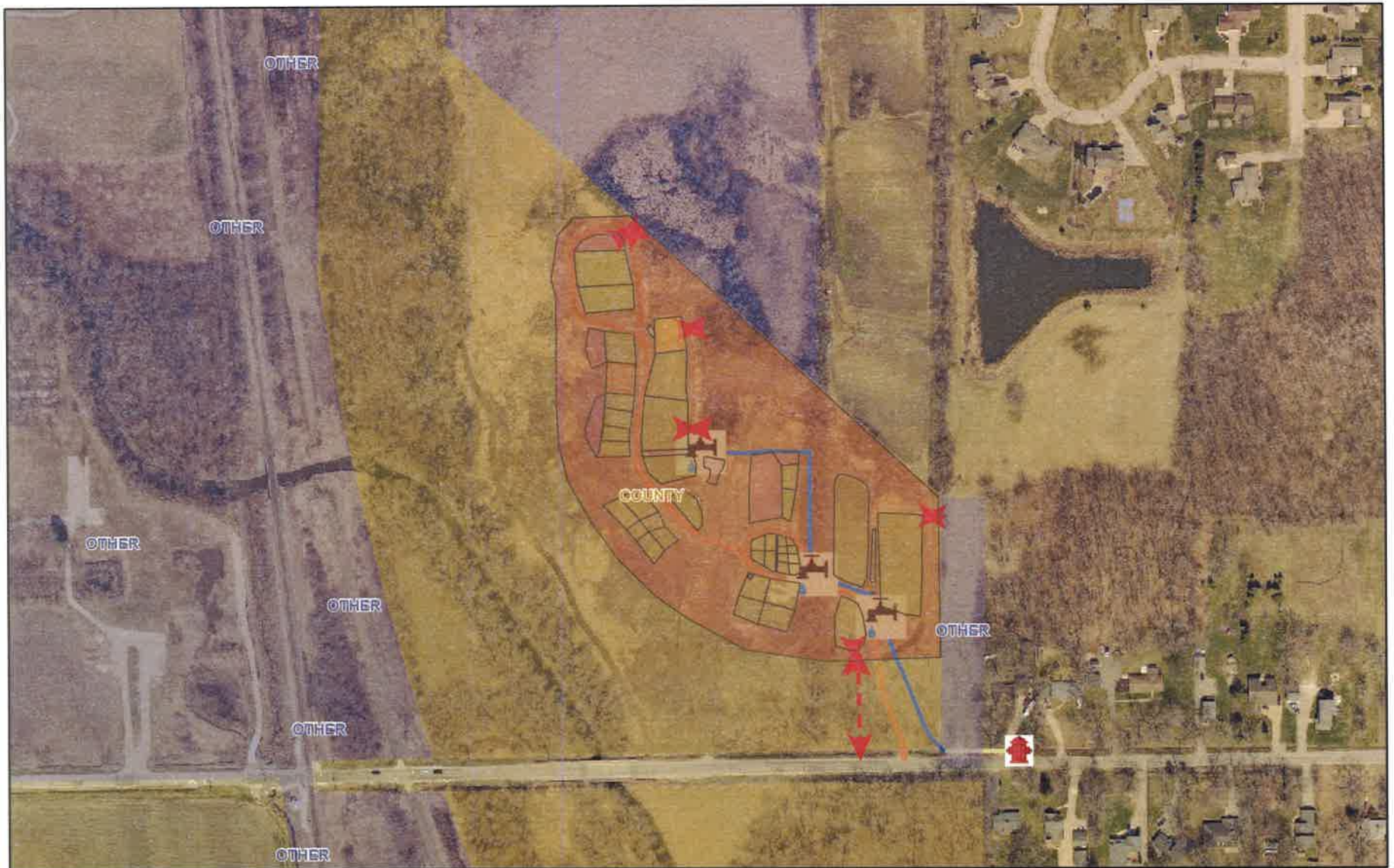


Leased area shown in light red



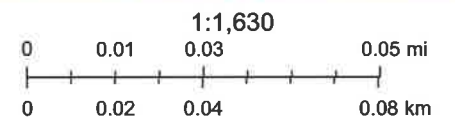
Milwaukee County GIS & Land Information; Eagle View Technologies/
Pictometry International

Forest Hill Community Garden All Map Layers



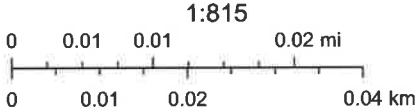
Milwaukee County GIS & Land Information; Eagle View Technologies/
Pictometry International

Forest Hill Community Garden Setbacks (South)

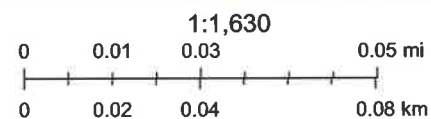


Milwaukee County GIS & Land Information; Eagle View Technologies/
Pictometry International

Forest Hill Community Garden Setbacks (North)

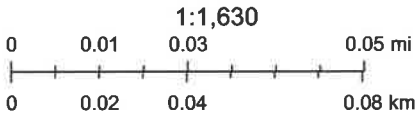


Forest Hill Community Garden Structures



Milwaukee County GIS & Land Information; Eagle View Technologies/
Pictometry International

Forest Hill Community Garden Irrigation System

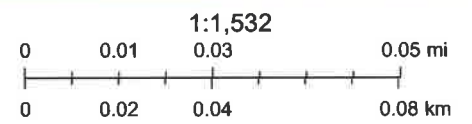


Milwaukee County GIS & Land Information; Eagle View Technologies/
Pictometry International

Forest Hill Community Garden Rental Plots (South)



Plots shown in purple not cultivated in 2023 season
Plots shown in green were cultivated in 2023 season

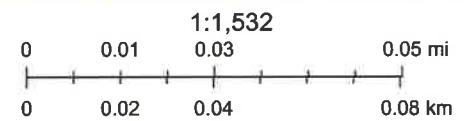


Milwaukee County GIS & Land Information; Eagle View Technologies/
Pictometry International

Forest Hill Community Garden Rental Plots (North)



Plots shown in purple not cultivated in 2023 season
Plots shown in green were cultivated in 2023 season



Milwaukee County GIS & Land Information; Eagle View Technologies/
Pictometry International

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

Applicant: Martin Ventura, UW-Extension
Milw. County Urban Ag. Program
Property Address(es): 1800 E. Forest Hill Ave.
Tax Key Number(s): 816-9989-000
Conditional Use: Garden Plots for Rent

Approved by Plan Commission: 11-14-23
Approved by Common Council: TBD
(Ord. 3085)

1. LEGAL DESCRIPTION

LANDS ACQUIRED BY MILWAUKEE COUNTY FOR PARKWAY IN NW ¼ SEC. 15-5-22 EXEMPT CONT. 22.25 ACS.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

B. A precise detailed site plan for the area affected by the Conditional Use Permit shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building permits for each phase. This plan shall show and describe the following (as applicable):

1) **General Development Plan**

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

2) **Landscape Plan**

- a) Screening plan, including parking lot screening/berming & buffer areas
- b) Number, initial & mature sizes, and types of plantings; tree inventory & retention/replacement plan
- c) Percentage open/green space

3) **Building Plan**

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

4) **Lighting Plan**

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

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

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

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction
- d) Materials to be stored (interior & exterior)

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

D. For any new buildings, additions, structures, and site modifications, site grading and drainage,

stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.

- E. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- F. All future land divisions shall follow subdivision plat, and/or condominium plat, and/or certified survey map procedures. If required by the Common Council, a development agreement shall be completed between the owner and the City prior to approval of said land division document to ensure the construction/installation of public improvements required in these Conditions and Restrictions, Chapter 14 (as amended), and all other applicable Sections of the Municipal Code (as amended).

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to those allowed by the P-1, Park zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended).
- B. All uses on the property shall conform to the requirements of the Floodplain Ordinance (as amended).
- C. Structures on the property shall be limited to the portable restrooms, existing information kiosk, existing 8' x 10' garden shed, and 10' x 20' wash/pack station in the locations shown in Exhibit A. All new structures or additions shall meet all applicable sections of the Municipal Code (as amended). Portable restrooms shall be regularly serviced and shall only be onsite between April 1 and November 1.
- D. There shall be no outdoor storage, rental, or sale of equipment, merchandise, non-gardening supplies, vehicles, or any other materials on the property. All gardening materials shall be contained adjacent to the respective garden plots and/or within approved structure(s).
- E. Parking of vehicles shall be restricted to those actively utilizing and maintaining the garden plots and property.
- F. All signs shall conform to the requirements of Sec. 17.0601 – 17.0609 of the Municipal Code (as amended).
- G. Waste collection and recycling shall be the responsibility of the owner.
- H. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

- A. Access to this property shall be restricted to the existing driveway off of Forest Hill Ave.
- B. Parking for this use shall be provided in accordance with these Conditions and Restrictions (see Section 3 above), and any plans approved by the Plan Commission.

5. LIGHTING

There shall be no outdoor lighting of the site. Any future lighting plans shall require review and approval by the Plan Commission prior to permitting and installation.

6. BULK AND DIMENSIONAL REQUIREMENTS, SETBACKS

Lot Standards (Minimum)	
Lot Area	--
Lot Width	--
Yard Setbacks (Minimum) (1)	
Front	25 ft
Street Facing Side	25 ft
Interior Side	25 ft
Rear	25 ft
Building Standards (Maximum)	
Height	35 ft
Building Coverage	20%
Lot Coverage	70%
Parking	
Transition & Required Landscape Areas	See Sec. 17.0505
Notes:	
(1) Setbacks from wetlands shall be a minimum of fifteen (15) feet with a five (5) foot undisturbed buffer.	

7. TIME OF COMPLIANCE

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

8. DURATION OF CONDITIONAL USE PERMIT

This Conditional Use Permit is limited in duration to **ten (10) years** from the date of issuance of the Conditional Use Permit. The owner may apply for an extension of this Conditional Use Permit. The process for extension of the Conditional Use Permit shall follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

9. OTHER REGULATIONS

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

10. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use Permit is convicted of two or more violations of these Conditions and Restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 11 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee

County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other City ordinances.

11. REVOCATION

Should an applicant, their heirs, successors or assigns, fail to comply with the Conditions and Restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use Permit as set forth in Section 17.0804 of the Municipal Code (as amended).

12. ACKNOWLEDGEMENT

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

Owner / Authorized Representative Signature

Date

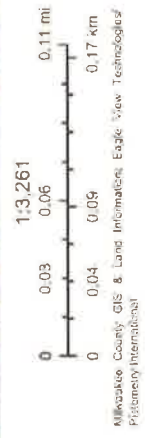
(please print name)

DRAFT

EXHIBIT A: GENERAL DEVELOPMENT PLAN

(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

Forest Hill Community Garden All Map Layers



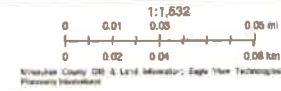
**EXHIBIT A:
GENERAL DEVELOPMENT PLAN – GARDEN PLOTS**

(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

Forest Hill Community Garden Rental Plots (North)



Plots shown in purple not cultivated in 2023 season
Plots shown in green were cultivated in 2023 season



Forest Hill Community Garden Rental Plots (South)



Plots shown in purple not cultivated in 2023 season
Plots shown in green were cultivated in 2023 season

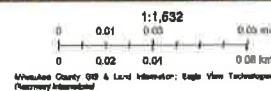


EXHIBIT A: GENERAL DEVELOPMENT PLAN - SETBACKS

(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

Forest Hill Community Garden Setbacks (North)



Forest Hill Community Garden Setbacks (South)



**EXHIBIT A:
GENERAL DEVELOPMENT PLAN – EXISTING STRUCTURES**

(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

Forest Hill Community Garden Structures



1:1,630
0 0.01 0.03 0.05 mi
0 0.02 0.04 0.08 km
Missouri County GIS & Land Information; Eagle View Technologies
Pictometry International

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, OCTOBER 24, 2023**

Mayor Bukiewicz called the meeting to order at 6:00 PM. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Carrillo, Commissioner Kiepczynski, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldani and Commissioner Chandler. Alderman Loreck and Commissioner Siefert were excused. Also present: Senior Planner Kari Papelbon and Assistant Fire Chief Mike Havey.

**CONDITIONAL USE PERMIT
MARTIN VENTURA, UW-MADISON EXTENSION MILWAUKEE COUNTY
1800 E. FOREST HILL AVE.
TAX KEY NO. 816-9989-000**

Senior Planner Papelbon provided an overview of the request for a Conditional Use Permit for community garden plots for rent on the property at 1800 E. Forest Hill Ave. (see staff report for details).

Martin Ventura, 3415 N. 55th St. Milwaukee, WI 53216, the applicant, thanked the commission for their assistance in this process. Mr. Ventura wanted to correct one item from the submitted materials, stating the dimensions of the wash pack and shed are to be measured in feet, not in inches. Commissioner Chandler asked if this will be the second year in which the garden plots have been used. Mr. Ventura explained the area has been in use as rentable garden plots since 2012, but as the use had been out of city compliance, the requested conditional use permit will correct the oversight from 2012.

Thomas Schulz: 2040 E. Forest Hill Ave.:

"I own the property that is directly to the west, the wooded area. There is actually two (2) little lots there but the woods are connected to my property on 2040 so it abuts the easement that this garden is on. The garden is an exceptional use of this space and this property. I have never – I have lived there for quite a while, and I have never had any complaints about the operation. However, the one comment I would like to make is I think the seasonal water supply should be improved. It is currently just a PVC flexible pipe that goes from the hydrant that is by the easement and it kind of winds around and goes back into the property. It is often leaking, and it is just not the best solution to get irrigation up to that property. Something more permanent is probably – would be better, for that property anyway. But I have no complaints, I have no objection to the use. They have been exceptional stewards of the property in the time I have lived there."

Meg Clark: 829 Manitoba Ave., South Milwaukee WI, 53172:

"Hi, good evening, so a neighbor of Oak Creek. I had gardened at Rawson Avenue; this year is the first year at Forest Hill. Everyday I'm in such appreciation – gratitude, for having the opportunity to be out there and grow affordable, nutritious, fresh things for my husband and myself and get some exercise at our age and learn how to be a

part of this amazing community. Thank you, thank you, thank you for the opportunity to do that this year and we are hoping for years to come. That's what I wanted to say. Thank you."

Jack Lavin: 1007 E. Townsend St., Milwaukee WI, 53212:

"I'm one of the few fortunate micro-farm gardeners out there. My cousin began probably about seven (7) or eight (8) years ago and it has just been this pretty amazing oasis minutes from the city. Just an incredible space. I don't really have much more to say, seeing your responses and listening to you, I don't think I need to try to sell on the benefits to the Oak Creek community of community agriculture program. But I would like to say just a few things. I really enjoy just your general vision statement. You know, beginning with 'seeking to be a regional leader' and as we are moving forward as this experiment of human beings – I mean we are currently learning more and more about the benefit of nature. Obviously, whole, fresh foods. Having that in the Oak Creek community really is a benefit to obviously us gardeners, but I think the homeowners nearby as well - much different if there is Walmart or something. Nothing against Walmart but, I think it really adds a lot of value to the community. As far as the community goes, for years we were out there and there really wasn't much happening as far as other gardeners. I realize now, I don't understand fully the administrative stuff, but on the one hand it was kind of nice being ignored because it was this little solitude space – again minutes from the city. But it was missing community, and once I heard that Rawson Avenue gardens were closing and more gardeners were going to be coming, my initial response was a little selfish. I was like, 'man, this is my little garden monastery sort of a thing.' However, I've already met some incredible people. We share phone numbers, share emails, and talk about gardening techniques. The increase of gardeners out there has really brought a lot of energy and hopefully we are allowed to stay for a while, but I think this discussion out in the open is a good thing because sustainability going forward for us as gardeners would not be possible without the full support and encouragement of the community. Finally, just going forward – looking to the future. Being part of the south shore area, I think we all know that water is important, and it will be more and more and the real estate around the entire great lakes, if it's not already, will become probably the most expensive real estate in the world. Having community agriculture present will be, and currently is, a big draw for people. I think the water of the lakes is going to bring people here. Having agriculture and the opportunity to garden and being part of a community that is officially recognizing and supporting agriculture, I think really goes a long way in putting a real positive taste of Oak Creek, and just this region, in people's minds. Thank you very much."

Ken Sepchek, 777 N. Van Buren St., Milwaukee WI, 53202:

"I have been gardening at Forest Hill for two (2) years, I have had a lifelong interest in gardening. It's an amazing opportunity for me, my grandkids are involved with me, and they are learning I feed a lot of people. I'm a teacher and I grew a lot of excess produce this year. I fed my students; I fed other people that work in our department and many

of them who are not paid well. So, it's a valuable resource for them. I have a neighbor who works at Children's Hospital, and if I have excess – and I do – I give her a large box of produce and she takes it to the hospital, and you know - you don't go to Children's Hospital and have a celebration, but it is something that lifts the parents' spirits. She offers them vegetables – have a free shopping trip. So, I think that's a great benefit for the community. You have heard about all the advantages of growing our own produce, we are all pesticide free, we are not damaging the ground water, we are not trucking lettuce from California, we can grow it right here in Oak Creek. It's a carbon saving mechanism – to have gardening in the community, and it just improves the quality of life for everybody, I think. I really appreciate the opportunity to be able to work here, Oak Creek is a beautiful community and I want to thank the board here.”

Commissioner Hanna supported the idea of installing a better and more efficient irrigation system than the currently used PVC pipe. Commissioner Carrillo stated, as the manager of the city's farmers market, she is very interested in working with the farmers next year. Alderman Guzikowski supported the use. Mayor Bukiewicz stated his hopes to have another community garden in the city in the future.

Commissioner Oldani moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit for garden plots for rent on the property at 1800 E. Forest Hill Ave., after a public hearing and subject to Conditions and Restrictions that will be prepared for the Plan Commission's review at the next meeting (November 14, 2023).

Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

ATTEST:



Kari Papelbon, Plan Commission Secretary

11-14-23

Date



Publish 11/1/2023

**CITY OF OAK CREEK
NOTICE OF PUBLIC HEARING
2024 Executive Draft Budget
Tuesday, November 21, 2023
7:00 pm**

NOTICE IS HEREBY GIVEN that on Tuesday, November 21, 2023, the Common Council of the City of Oak Creek will meet in the Civic Center Council Chambers at 8040 S. 6th Street, at 7:00 p.m. for the purpose of holding a public hearing on the 2024 Executive Draft Budget. The purpose of the public hearing is to solicit public comment on the City's 2024 Annual Property Tax Levy and Budget. Persons wishing to participate in the meeting may attend in person. Persons who wish to view the meeting live without participating may visit the City of Oak Creek YouTube Page via <http://ocwi.org/livestream>. Persons requiring other reasonable accommodations may contact the City at (414) 766-7000. Requests should be made as far in advance as possible.

A summary of the 2024 Executive Draft Budget is published herewith and public notice is hereby given that the budget detail is available for public inspection at the City Clerk's Office at the Oak Creek Civic Center, 8040 S. 6th Street, Oak Creek, Wisconsin, during the hours of 7:30 a.m. and 4:00 p.m. Monday through Friday.

The proposed Water and Sewer Utility Proprietary Fund Budget is not included in this notice. The Board of Public Works and Capital Assets reviewed the proposed budget at their regular meeting on Tuesday, October 10, 2023.

Dated this 20th day of October, 2023
/s/ Catherine Roeske, City Clerk

GENERAL FUND

	2022 Actual	2023 Budget	2023 Estimated	2024 Budget	% Change
Beginning Fund Balance	\$ 11,475,519	\$ 11,710,045	\$ 11,710,045	\$ 13,563,843	15.83%
Revenues					
Property Taxes	\$ 15,773,152	\$ 16,565,846	\$ 16,565,846	\$ 16,826,982	1.58%
Other Taxes	\$ 2,325,749	\$ 2,521,446	\$ 2,299,830	\$ 2,321,146	-7.94%
State Shared Revenues	\$ 5,497,648	\$ 5,239,707	\$ 5,240,011	\$ 7,805,343	48.97%
Other Intergovernmental	\$ 267,725	\$ 233,657	\$ 242,219	\$ 247,672	6.00%
Licenses and Permits	\$ 1,505,878	\$ 926,925	\$ 1,157,985	\$ 985,425	6.31%
Charges for Services	\$ 770,167	\$ 716,379	\$ 893,269	\$ 735,538	2.67%
Public Health and Safety	\$ 64,569	\$ 28,500	\$ 17,375	\$ 36,000	26.32%
Commercial Revenues	\$ 1,434,327	\$ 707,540	\$ 1,530,512	\$ 795,740	12.47%
Fines, Forfeitures & Penalties	\$ 440,832	\$ 450,000	\$ 450,000	\$ 450,000	0.00%
Transfers In	\$ 12,084	\$ 25,000	\$ 15,000	\$ 802,500	3110.00%
Revenue Offset	\$ -	\$ 2,085,000	\$ -	\$ 1,993,654	-4.38%
Total Revenues	\$ 28,092,131	\$ 29,500,000	\$ 28,412,047	\$ 33,000,000	11.86%
Expenditures					
General Government	\$ 6,571,486	\$ 9,199,162	\$ 6,892,716	\$ 9,571,625	4.05%
Public Safety	\$ 12,179,256	\$ 12,688,462	\$ 12,271,099	\$ 15,483,731	22.03%
Public Works	\$ 5,038,837	\$ 5,696,045	\$ 5,486,175	\$ 5,903,505	3.64%
Health & Human Services	\$ 572,867	\$ 631,356	\$ 621,341	\$ 666,556	5.58%
Culture, Recreation, & Library	\$ 1,195,480	\$ 1,284,975	\$ 1,286,918	\$ 1,374,583	6.97%
Transfers Out	\$ 2,299,679	\$ -	\$ -	\$ -	0.00%
Total Expenditures	\$ 27,857,605	\$ 29,500,000	\$ 26,558,249	\$ 33,000,000	11.86%
Revenues Over/(under) Expenditures	\$ 234,526	\$ -	\$ 1,853,798	\$ -	
Ending Fund Balance	\$ 11,710,045	\$ 11,710,045	\$ 13,563,843	\$ 13,563,843	15.83%

2024 Proposed Property Tax Levy

Taxing Fund	2021 Actual	2022 Actual	2023 Annual	2024 Proposed	% Change
General Fund	\$ 14,905,768	\$ 15,773,149	\$ 16,565,846	\$ 16,826,982	1.58%
Paramedic (EMS) Fund	\$ 3,874,240	\$ 3,908,890	\$ 3,813,957	\$ 4,230,813	10.93%
Solid Waste Fund	\$ 1,448,769	\$ 1,360,483	\$ 1,369,553	\$ 1,362,516	-0.51%
Consolidated Dispatch Fund	\$ 1,437,760	\$ 1,521,979	\$ 1,707,861	\$ 1,855,521	8.65%
Debt Service Fund	\$ 1,085,000	\$ 744,932	\$ 435,789	\$ 1,914,920	339.41%
Total Levy	\$ 22,751,537	\$ 23,309,433	\$ 23,893,006	\$ 26,190,752	9.62%

Included in the 2024 Executive Draft Budget:

* Storm Water Fee of \$39 per ERU (No Increase)

Total Direct General Obligation (GO) Debt	\$ 98,666,000
Total Direct GO Debt Per Capita	\$ 2,585
Total Direct GO Debt as a % of Equalized Value	1.78%

Equalized Value of Taxable Property (2023)	\$ 5,531,211,200
GO Debt Outstanding as of December 31, 2023	\$ 98,666,000
Legal Debt Capacity (5% of Equalized Value)	\$ 276,560,560
Unused Margin of Indebtedness	\$ 177,894,560
Percent of Unused Margin of Indebtedness	64.32%

OTHER FUNDS	2022	2023	2023	2024	%
	Actual	Budget	Estimated	Budget	Change
Revenues					
Special Revenue Funds					
Solid Waste	\$ 1,536,900	\$ 1,529,485	\$ 1,568,983	\$ 1,564,446	2.29%
Grants/Donations	\$ 535,736	\$ 988,503	\$ 658,701	\$ 619,207	-37.36%
WE Energies	\$ 2,263,759	\$ 2,250,000	\$ 2,265,000	\$ 2,250,000	0.00%
Special Assessment	\$ 190,012	\$ 16,000	\$ 36,376	\$ 10,000	-37.50%
Economic Development	\$ 1,085,457	\$ 396,292	\$ 453,792	\$ 81,392	-79.46%
Low Interest Loan	\$ -	\$ 3,000	\$ -	\$ 3,000	0.00%
Health Insurance	\$ 7,400,721	\$ 7,068,848	\$ 7,427,527	\$ 7,760,217	9.78%
Paramedic (EMS)	\$ 6,065,734	\$ 5,745,033	\$ 6,179,672	\$ 6,965,741	21.25%
Storm Water Utility	\$ 1,134,462	\$ 1,133,000	\$ 2,532,350	\$ 1,186,207	4.70%
Police Asset Forfeiture	\$ 29,181	\$ 15,000	\$ 165,889	\$ 15,000	0.00%
Consolidated Dispatch Services	\$ 1,828,960	\$ 2,013,201	\$ 2,044,201	\$ 2,215,035	10.03%
Tourism Commission	\$ 537,106	\$ 545,500	\$ 562,404	\$ 1,105,000	102.57%
American Rescue Plan	\$ 1,958,960	\$ 1,000	\$ 135,000	\$ 75,000	7400.00%
Debt Service Funds					
General Debt Service	\$ 2,998,180	\$ 2,675,789	\$ 2,717,389	\$ 2,530,000	-5.45%
Debt Amortization	\$ 3,177,442	\$ 3,199,878	\$ 3,200,128	\$ 1,535,080	-52.03%
TID #6	\$ 399,735	\$ 348,870	\$ 324,593	\$ 344,306	-1.31%
Capital Projects Funds					
Capital Projects	\$ 5,980,724	\$ 19,637,579	\$ 20,527,946	\$ 5,153,168	-73.76%
Developer Capital Projects	\$ -	\$ 38,000	\$ -	\$ 20,000	-47.37%
TID #7	\$ 1,975,955	\$ 2,637,568	\$ 5,878,305	\$ 3,020,867	14.53%
TID #8	\$ 2,254,008	\$ 5,402,132	\$ 2,579,076	\$ 5,638,530	4.38%
TID #10	\$ 516,118	\$ 496,967	\$ 476,010	\$ 502,443	1.10%
TID #11	\$ 4,839,227	\$ 5,174,454	\$ 5,039,368	\$ 5,319,245	2.80%
TID #12	\$ 3,652,739	\$ 2,086,525	\$ 2,025,061	\$ 3,104,275	-48.78%
TID #13	\$ 852,671	\$ 11,449,570	\$ 31,928,357	\$ 3,887,401	-66.05%
TID #14	\$ 220,810	\$ 210,133	\$ 210,218	\$ 202,974	-3.42%
TID #15	\$ 96,933	\$ 116,210	\$ 112,334	\$ 121,550	4.60%
TID #16	\$ 3,836,820	\$ 3,836,328	\$ 3,631,321	\$ 9,020,796	135.14%
TOTAL REVENUES	\$ 55,368,350	\$ 79,014,885	\$ 102,700,001	\$ 64,250,880	-18.69%

OTHER FUNDS	2022	2023	2023	2024	%
	Actual	Budget	Estimated	Budget	Change
Expenditures					
Special Revenue Funds					
Solid Waste	\$ 1,467,215	\$ 1,529,485	\$ 1,537,101	\$ 1,564,446	2.29%
Grants/Donations	\$ 474,816	\$ 649,503	\$ 536,591	\$ 601,987	-7.32%
WE Energies	\$ 2,217,652	\$ 2,287,839	\$ 2,272,785	\$ 2,250,000	-1.65%
Special Assessment	\$ -	\$ -	\$ -	\$ -	0.00%
Economic Development	\$ 89,758	\$ 91,676	\$ 84,098	\$ 79,753	-13.01%
Low Interest Loan	\$ -	\$ 3,000	\$ -	\$ 3,000	0.00%
Health Insurance	\$ 7,526,217	\$ 7,063,000	\$ 7,474,275	\$ 7,831,000	10.87%
Paramedic (EMS)	\$ 5,687,491	\$ 6,125,033	\$ 6,100,562	\$ 6,965,741	13.73%
Storm Water Utility	\$ 951,309	\$ 1,007,320	\$ 2,112,737	\$ 1,222,274	21.34%
Police Asset Forfeiture	\$ 8,381	\$ 15,000	\$ 165,589	\$ 15,000	0.00%
Consolidated Dispatch Services	\$ 1,926,233	\$ 2,113,201	\$ 2,137,979	\$ 2,365,035	11.92%
Tourism Commission	\$ 414,446	\$ 411,076	\$ 432,337	\$ 1,037,644	152.42%
American Rescue Plan	\$ 697,933	\$ 2,922,724	\$ 1,138,584	\$ 231,185	-92.09%
Debt Service Funds					
General Debt Service	\$ 9,406,344	\$ 2,666,838	\$ 2,668,263	\$ 2,537,838	-4.84%
Debt Amortization	\$ 3,173,248	\$ 2,200,000	\$ 2,200,000	\$ 1,596,260	-27.44%
TID #6	\$ 366,380	\$ 376,805	\$ 32,650	\$ 677,639	79.84%
Capital Projects Funds					
Capital Projects	\$ 4,850,881	\$ 20,988,209	\$ 13,652,288	\$ 6,335,168	-69.82%
Developer Capital Projects	\$ (8,716)	\$ 20,000	\$ -	\$ 20,000	0.00%
TID #7	\$ 1,882,122	\$ 2,676,096	\$ 5,701,502	\$ 2,245,164	-16.10%
TID #8	\$ 3,799,556	\$ 5,074,826	\$ 2,469,115	\$ 5,003,064	-1.41%
TID #10	\$ 534,239	\$ 498,788	\$ 478,788	\$ 477,150	-4.34%
TID #11	\$ 4,402,101	\$ 5,949,156	\$ 5,971,361	\$ 4,534,952	-23.77%
TID #12	\$ 3,421,184	\$ 2,095,014	\$ 2,498,078	\$ 1,429,165	-31.78%
TID #13	\$ 1,766,168	\$ 11,126,533	\$ 30,336,892	\$ 4,194,291	-62.30%
TID #14	\$ 150,335	\$ 163,100	\$ 147,730	\$ 150,340	-7.82%
TID #15	\$ 80,724	\$ 87,628	\$ 84,624	\$ 94,258	7.57%
TID #16	\$ 3,850,204	\$ 3,715,284	\$ 3,612,965	\$ 8,952,539	140.97%
TOTAL EXPENDITURES	\$ 59,136,221	\$ 81,857,134	\$ 93,846,894	\$ 62,414,893	-23.75%

OTHER FUNDS

	Beginning 1/1/2023	Est. Ending 12/31/2023	Est. Ending 12/31/2024	Change in Fund Balance	% Change
	Fund Balance	Fund Balance	Fund Balance	12/31/2024	
Solid Waste	\$ 315,147	\$ 347,029	\$ 347,029	\$ -	0.00%
Grants/Donations	\$ 2,334,766	\$ 2,456,876	\$ 2,474,096	\$ 17,220	0.70%
WE Energies	\$ 230,511	\$ 222,726	\$ 222,726	\$ -	0.00%
Special Assessment	\$ 2,780,133	\$ 2,816,509	\$ 2,826,509	\$ 10,000	0.36%
Economic Development	\$ 1,749,275	\$ 2,118,969	\$ 2,120,608	\$ 1,639	0.08%
Low Interest Loan	\$ 7,825	\$ 7,825	\$ 7,825	\$ -	0.00%
Health Insurance	\$ 2,149,502	\$ 2,102,754	\$ 2,031,971	\$ (70,785)	-3.37%
Paramedic (EMS)	\$ 1,647,633	\$ 1,726,743	\$ 1,726,743	\$ -	0.00%
Storm Water Utility	\$ 676,450	\$ 1,096,063	\$ 1,059,996	\$ (36,067)	-3.29%
Police Asset Forfeiture	\$ 90,615	\$ 90,915	\$ 90,915	\$ -	0.00%
Consolidated Dispatch Services	\$ 253,826	\$ 160,048	\$ 10,048	\$ (150,000)	-93.72%
Tourism Commission	\$ 363,811	\$ 493,878	\$ 561,234	\$ 67,356	13.64%
American Rescue Plan	\$ 3,162,609	\$ 2,159,025	\$ 2,002,840	\$ (156,185)	-7.23%

OTHER FUNDS

	Beginning 1/1/2023	Est. Ending 12/31/2023	Est. Ending 12/31/2024	Change in Fund Balance	% Change
	Fund Balance	Fund Balance	Fund Balance	12/31/2024	
General Debt Service	\$ 4,298	\$ 53,424	\$ 45,586	\$ (7,838)	-14.67%
Debt Amortization	\$ 5,739	\$ 1,005,867	\$ 944,687	\$ (61,180)	-6.08%
TID #6	\$ 41,390	\$ 333,333	\$ -	\$ (333,333)	-100.00%
Capital Projects	\$ 6,059,112	\$ 12,934,770	\$ 11,752,770	\$ (1,182,000)	-9.14%
Developer Capital Projects	\$ 2,019	\$ 2,019	\$ 2,019	\$ -	0.00%
TID #7	\$ 163,676	\$ 340,479	\$ 1,116,182	\$ 775,703	227.83%
TID #8	\$ 91,179	\$ 201,140	\$ 836,606	\$ 635,466	100.00%
TID #10	\$ 11,902	\$ 9,124	\$ 34,417	\$ 25,293	277.21%
TID #11	\$ 2,317,783	\$ 1,385,790	\$ 2,170,083	\$ 784,293	56.60%
TID #12	\$ 782,001	\$ 308,984	\$ 1,984,094	\$ 1,675,110	542.13%
TID #13	\$ 326,737	\$ 1,918,202	\$ 1,611,312	\$ (306,890)	-16.00%
TID #14	\$ 124,466	\$ 186,954	\$ 239,588	\$ 52,634	28.15%
TID #15	\$ 3,735	\$ 31,445	\$ 58,737	\$ 27,292	100.00%
TID #16	\$ 539,475	\$ 577,831	\$ 646,088	\$ 68,257	11.81%

COMMON COUNCIL REPORT

Item: Adopting the 2024 Budget and Making Appropriations

Recommendation: That the Common Council adopt Ordinance No. 3086, an Ordinance Adopting the 2024 Budget and Making Appropriations.

Fiscal Impact: The 2024 Budget makes appropriations and establishes a City tax levy of \$26,190,752.

Critical Success Factor(s):

- Active, Vibrant and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe & Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Per the requirements of Section 3.01 of the Municipal Code of the City of Oak Creek, the various departments have undergone a budget review and process with the City Administrator, Common Council, and the public.

The attached ordinance sets the appropriations and establishes the City tax levy of \$26,190,752. The property tax impact for a median assessed home in Oak Creek valued at \$323,700 is \$1,552.67 per year, or \$129.39 per month.

Options/Alternatives: The Common Council may choose to delay the approval of the 2024 Budget; however, any delay may jeopardize the City meeting the State-mandated deadline for distributing tax bills to property owners.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gaggin, MPA
Assistant City Administrator / Comptroller

Attachments:

- Ordinance No. 3086
- 2024 General Fund Budget Summary
- City of Oak Creek Tax Levy History - 2015-2024

ORDINANCE NO. 3086

BY: _____

AN ORDINANCE ADOPTING THE
2024 BUDGET AND MAKING APPROPRIATIONS

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

SECTION 1: As per the requirements of Section 3.01 of the Municipal Code of the City of Oak Creek, the various departments of the municipal government of the City of Oak Creek, having prior hereto duly submitted and filed with the City Administrator an itemized statement of disbursements made to carry out the power and duties of such department during the preceding fiscal year, and a detailed statement of the receipts and disbursements on account of any special fund under the supervision of the department during such year, and of the conditions and management of such fund, together with detailed estimates of the same matters of the respective departments of the City for the current fiscal year, and for the ensuing fiscal year, all formulated in budget form as is required by statutes, and the budget so formulated in detail, prior to the determination of the sum to be financed in whole or in part, by a general property tax, funds on hand and estimated revenues from all sources was available for public inspection and a summary of such budget was duly published in a newspaper of general circulation and a public hearing was held on Tuesday, November 21, 2023 at the City Hall at 7:00 p.m., where all residents and taxpayers were afforded an opportunity to be heard on all matters pertaining to said proposed budget.

SECTION 2: The Common Council of the City of Oak Creek does hereby adopt the budget hereinafter set out in detail and hereby appropriates under the requirements of the Purchasing Policy for corporate purposes and sums of money or so much thereof as may be needed and deemed necessary to defray all expenses and liabilities for municipal purposes of the fiscal year, commencing on the 1st day of January, 2024 and ending the 31st day of December, 2024.

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

Introduced this ____ day of _____, 2023.

Passed and adopted this ____ day of _____, 2023.

President, Common Council

Approved this ____ day of _____, 2023.

Mayor

ATTEST:

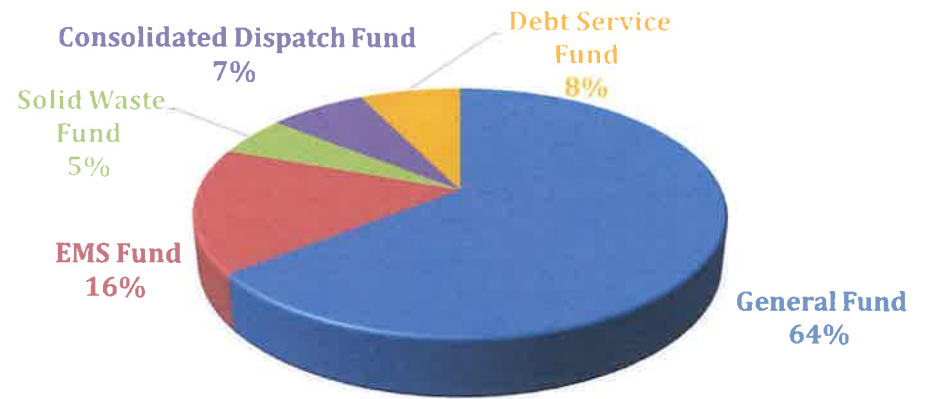
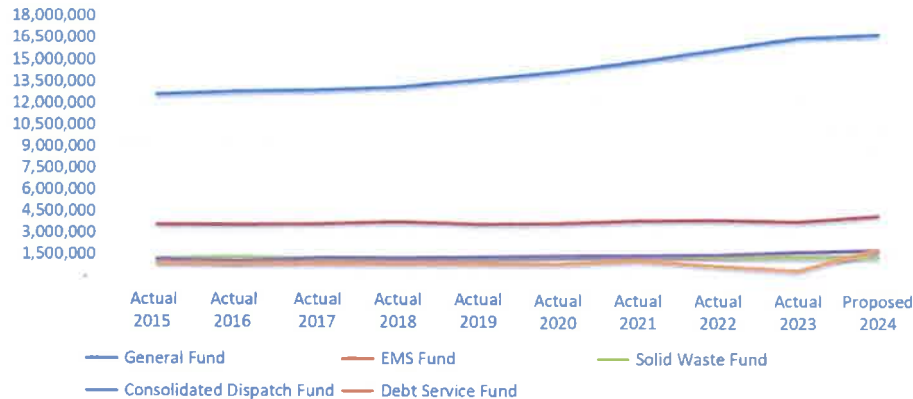
City Clerk

Vote: Ayes _____ Noes _____

Fund / Department	2021 Actual	2022 Actual	2023 Budget	2023 Projected	2024 Budget	Budget Difference	Budget Difference (%)
General Fund Summary							
Beginning Fund Balance	\$ 10,020,665	\$ 11,475,519	\$ 11,710,045	\$ 11,710,045	\$ 13,563,843		
Revenues							
Property Taxes	14,905,768	15,773,152	16,565,846	16,565,846	16,826,982	261,136	1.6%
Other Taxes	2,395,392	2,325,749	2,521,446	2,299,830	2,321,146	(200,300)	-7.9%
State Shared Revenues	5,715,986	5,497,648	5,239,707	5,240,011	7,805,343	2,565,636	49.0%
Other Intergovernmental	310,468	267,725	233,657	242,219	247,672	14,015	6.0%
Licenses and Permits	1,233,081	1,505,878	926,925	1,157,985	985,425	58,500	6.3%
Charges for Services	662,451	770,167	716,379	893,269	735,538	19,159	2.7%
Public Health and Safety	27,089	64,569	28,500	17,375	36,000	7,500	26.3%
Commercial Revenues	4,851,247	1,875,159	1,157,540	1,980,512	1,245,740	88,200	7.6%
Transfers In	11,086	12,084	25,000	15,000	802,500	777,500	3110.0%
Revenue Offset	-	-	2,085,000	-	1,993,654	(91,346)	-4.4%
Total Revenues	\$ 30,112,568	\$ 28,092,131	\$ 29,500,000	\$ 28,412,047	\$ 33,000,000	\$ 3,500,000	11.9%
Expenditures							
General Government	6,385,359	6,571,486	7,114,162	6,892,716	7,472,971	358,809	5.0%
Public Safety	11,779,648	12,179,256	12,688,462	12,271,099	15,483,731	2,795,269	22.0%
Health Services	508,982	572,867	631,356	621,341	666,556	35,200	5.6%
Public Works	5,207,066	5,038,837	5,696,045	5,486,175	5,903,505	207,460	3.6%
Leisure Services	1,206,141	1,195,480	1,284,975	1,286,918	1,374,583	89,608	7.0%
Transfers Out	3,570,518	2,299,679	-	-	-	-	N/A
Contingency	-	-	2,085,000	-	2,098,654	13,654	0.7%
Total Expenditures	\$ 28,657,714	\$ 27,857,605	\$ 29,500,000	\$ 26,558,249	\$ 33,000,000	\$ 3,500,000	11.9%
Revenues Over/(Under) Expenditures	\$ 1,454,854	\$ 234,526	\$ -	\$ 1,853,798	\$ -		
Ending Fund Balance	\$ 11,475,519	\$ 11,710,045	\$ 11,710,045	\$ 13,563,843	\$ 13,563,843		

Tax Levy History – 2015-2024

Taxing Fund	Actual 2015	Actual 2016	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Actual 2023	Proposed 2024
General Fund	12,597,175	12,825,700	12,941,185	13,116,162	13,642,419	14,229,760	14,905,768	15,773,149	16,565,846	16,826,982
EMS Fund	3,551,590	3,589,590	3,602,939	3,788,857	3,626,053	3,655,849	3,874,240	3,908,890	3,813,957	4,230,813
Solid Waste Fund	1,212,185	1,292,438	1,213,054	1,236,780	1,266,837	1,390,836	1,448,769	1,360,483	1,369,553	1,362,516
Consolidated Dispatch Fund	1,118,458	1,009,045	1,270,902	1,269,332	1,312,570	1,406,461	1,437,760	1,521,979	1,707,861	1,855,521
Debt Service Fund	850,000	850,000	850,000	850,000	850,000	850,000	1,085,000	744,932	435,789	1,914,920
Total City Tax Levy	19,329,408	19,566,773	19,878,080	20,261,131	20,697,879	21,532,906	22,751,537	23,309,433	23,893,006	26,190,752



COMMON COUNCIL REPORT

Item: Fire Department Equipment Sharing Agreement Renewal

Recommendation: That the Common Council adopts Resolution No. 12447-112123, approving the Milwaukee County Equipment Sharing Agreement.

Fiscal Impact: This agreement does not incur a direct fiscal impact. Conditions that may incur costs associated with the usage, borrowing, or lending of equipment are identified in the agreement.

Critical Success Factor(s):

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

Background: Similarly to other Milwaukee County Fire Departments, the Oak Creek Fire Department utilizes mutual aid resources during certain incidents. To help maintain a safe and efficient emergency scene, this agreement establishes the framework for the operation of another department's apparatus or vehicles when necessitated by conditions. Additionally, the agreement outlines the requirements associated with the sharing of apparatus or equipment between departments. This sharing agreement allows departments that are experiencing fleet shortages to borrow available apparatus and/or equipment on a short-term basis.

A version of this agreement was previously adopted by Common Council resolution in 2021 and has since expired. This updated agreement eliminates an expiration date, but retains language pertaining to the process for termination.

Options/Alternatives: NA

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Michael A. Kressuk, Jr.
Fire Chief

Fiscal Review:



Maxwell Gagrin, MPA
Assistant City Administrator / Comptroller

Attachments: Milwaukee County Equipment Sharing Agreement
Resolution 12447-112123

EQUIPMENT SHARING AGREEMENT BETWEEN MILWAUKEE COUNTY FIRE DEPARTMENTS

Pursuant to Wis. Stat. §§ 66.0301 and 66.03125, this Intergovernmental Cooperation Agreement (“Agreement”) is entered into as of the date signed by the respective parties, each a Wisconsin municipal corporation acting by and through its fire department, each with proper authorization to execute this Agreement (herein referred to collectively as “the Parties” or “the Departments” or singularly as “Party” or “Department”) for the sharing of fire and emergency medical services apparatus and equipment. Participating agencies should create a list of equipment eligible for sharing.

RECITALS:

The Parties are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin with the power to carry on their business as it is now being conducted under the Constitution, the statutes of the State of Wisconsin, and their respective Municipal Codes.

The Parties are interested in occasionally sharing equipment to ensure efficient and effective operations.

The Parties desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities;

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

PURPOSE

The purpose of this Agreement is to create a system for the occasional sharing of motor vehicles, equipment, tools and machinery (collectively referred to in this agreement as “Equipment”) between the Parties for efficiency and effectiveness of operations.

The Parties agree to make available to each other vehicles, equipment, tools, machinery, and related items in the manner and pursuant to the terms and conditions provided in this agreement. A Party supplying Equipment shall be designated the “Provider.” A Party receiving Equipment shall be designated the “Borrower.”

TERM

This Agreement shall be in full force and in effect with the passage and approval of an authorizing ordinance or resolution by all participating member municipalities, in the manner provided by law, and upon the signing of this agreement by the Village President or City Mayor or authorized representative and the comptroller or clerk, as applicable.

Parties may withdraw from the Agreement in accordance with the Termination Section of the Agreement.

EQUIPMENT USAGE

- a. Usage Scenarios. Instances in which Equipment owned by a party to this Agreement is operated by another party to this Agreement shall fall into two categories:
 1. Just In Time Operations: Non-pre-planned operation of equipment
 2. Short-Term Sharing: The Parties agree to permit Equipment to be used pursuant to this agreement for a time period not to exceed thirty (30) days. Equipment usage that exceeds that timeframe will be reassessed by the parties and requires execution of an additional agreement between the parties.

- b. Operator Qualifications. The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record. All equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. In cases of Short-Term Lending, borrower shall make available to Provider upon request proof of training, licensing, and qualifications of operator prior to release of Equipment.

- c. Usage Requirements. Equipment shared under this Agreement shall be used by Borrower's employees only to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose, in a careful manner and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement.

JUST IN TIME OPERATIONS

“Just In Time Operations” are those operations occurring at emergent responses where personnel from assisting agencies may be needed to operate other municipalities' vehicles/apparatus. Early identification of needs is key to assessing and handling these situations, which includes the following considerations:

It is preferred that personnel from the Department owning the vehicle operate the vehicle/apparatus, and, if additional personnel are necessary for mitigating an emergency while the vehicle is being operated, those personnel be requested from a Department that does not own the vehicle/apparatus.

If all personnel from the Department owning the vehicle are needed to mitigate the emergency and a driver is needed to operate an apparatus/vehicle owned by another Department, the following should occur:

1. Officer in charge of apparatus/vehicle needing operation should communicate with the incident commander that assistance is needed in driving the apparatus/vehicle.
2. Incident Commander should identify a driver to assist.

3. The member selected to drive should review the “just in time” training document specific to the vehicle/apparatus.
4. Officer in charge should strongly consider directing the vehicle/apparatus be operated in a non-emergency status during “just in time” operation.
5. Wisconsin Statute pertaining to Emergency Vehicle Operations always applies.
6. The provisions of this agreement relating to negligence shall apply to the aiding Operator.

SHORT TERM SHARING

a. Borrower Responsible for Charges and Fees. Borrower is responsible for all fines and other liens that might be incurred against equipment shared under this Agreement, and shall hold the Provider harmless from and against any and all fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with the use of shared Equipment.

b. Fuel. Borrower shall be responsible for supplying all fuel used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) are full when Borrower picks up the Equipment, and Borrower shall ensure that the fuel tank(s) are full when it returns the Equipment to Provider.

c. Charges for Equipment. Lender shall not charge Borrower for use of equipment unless there would be reimbursement from a third party.

d. Delivery/Pickup. Borrower shall be responsible for picking up and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree to other arrangements. Equipment may generally be picked up and returned between standard business hours. However, it is understood that when dealing with the necessity of emergency equipment, requests may occur at hours outside of standard business hours.

e. Notification. Borrower shall contact Provider as well in advance as reasonably possible of each pick-up and delivery to confirm. The acceptance of any request is at the discretion and timing of the Provider.

f. Condition of Equipment. Provider shall ensure that any Equipment being shared is serviced consistent with recognized industry standards prior to Borrower’s pick-up.

g. Inspections. Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again when returned. The inspections shall include an examination of the tires on the Equipment, which the Parties must agree are sound at the time Borrower picks up the Equipment, and which must have adequate tread depth to ensure safe and legal operation during the share period. The results of these inspections shall be documented on an Equipment Inspection Form and on a High Wear Item Inspection Form (if used by the provider or borrower). Digital photographs of the equipment should be taken at the time of pickup to ensure that any existing damage is documented appropriately.

h. Operations and Safety Manuals. Provider shall make a copy of all Equipment operation and safety manuals available to Borrower at the time of Equipment delivery.

i. Contact Person. Each Party agrees to appoint a person or persons to act as liaison(s) for each rental request and inspection and to otherwise facilitate the orderly and efficient distribution of equipment-sharing requests and related information. Contacts by agency are as indicated below:

A list of each Department's contact person shall be maintained by the Milwaukee County Association of Fire Chiefs or its designee.

j. Maintenance and Repair of Equipment. Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks and daily pre-trip inspections.

k. Borrower shall be responsible for the following items during the share period:

1. Tire repair and replacement of any damaged tires that cannot be safely repaired;
2. Replacement of any damaged or worn-out tools such as cutting edges and bits;
3. Replacement of any windows or windshields that are cracked or damaged;
4. Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period, including but not limited to replacement of defective lighting or mirrors, adjustment of hinges or latches, adding fluids to correct levels, and adding air to tires. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments as described above, Borrower is to promptly notify Provider of specific issue prior to utilizing Equipment.

Any repairs or replacements made by Borrower pursuant to the requirements of this agreement shall be performed by qualified personnel; specifically, persons or contractors employed by Borrower to maintain and repair Borrower's own fleet equipment.

Notwithstanding anything contained herein to the contrary, Provider shall be responsible for latent defects that may occur during the normal operation of Equipment by borrower.

1. Provider shall be responsible for the repair or replacement of Equipment when:

1. Equipment fails during its normal operation, and;
2. Equipment, is being used as intended by the manufacturer, and;

3. Equipment has received all manufacturer required maintenance during its use by the Borrower.
- m. Borrower shall reimburse Provider for the cost of repair or replacement of Equipment when:
1. Operating Equipment outside of its normal operation, or;
 2. Operating Equipment in a manner not intended by the manufacturer, or;
 3. Operating Equipment without performing required maintenance.
- n. Borrower shall not claim damages from the Provider in the form of monetary, lost efficiency or time or consequential damage as a result of equipment failure.
- o. Borrower Responsibility for Damage. Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period that is not considered to be normal wear and tear necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items identified in each Provider's Equipment Catalog and as noted on each Provider's Equipment Inspection Form.
1. Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period.
 2. Provider shall be responsible for the cost of repairing all Equipment damage due to accidents caused by equipment defects.
 3. In cases of equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. Provider shall submit an invoice to Borrower, equal to eighty percent of the current retail market value of the Equipment prior to the damage as determined by an independent appraisal, for any Equipment determined to be a total loss.

In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower shall seek reimbursement from the third party's insurance carrier. If the reimbursement is greater than eighty percent of the retail market value prior to the damage, Borrower shall give the entire amount of the reimbursement to Provider.

Provider shall not be entitled to consequential damage for the loss of use of the equipment due to accidental damage.

WARRANTY

Provider is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use. All Equipment is shared on an "as-is" basis. Provider shall not be responsible or liable to Borrower for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this agreement.

INSURANCE

During the term of this agreement, each Party will keep in force, at its own expense, insurance requirements as specified by the Parties. It is understood by the Parties that the City of Milwaukee is self-insured.

EMPLOYMENT STATUS & LIABILITY

Nothing in this Agreement shall alter the employment status of any employee providing services under this Agreement. Employees shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions imposed by their employer. No Party shall be responsible for the direct payment of any salaries, wages, compensation, or benefits of any employee of another Party to this Agreement. Any employee of any Party, while providing services under this Agreement, shall be covered by that Party for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 of the Wisconsin Statutes, and any civil liability.

For the purposes of third party claims or lawsuits, each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, services, or labor under this Agreement.

NO WAIVER

The Parties acknowledge and affirm that they are governmental entities entitled to immunities pursuant to, among other provisions, common law and Wis. Stat. § 893.80, and agree that nothing contained in this Agreement is intended as a waiver of any defenses, immunities, or limitations to which they are entitled.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

TERMINATION

Any Party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice to all other Parties. In the event of such termination, all costs incurred up to the date of termination shall be the responsibility of the User.

ENTIRE AGREEMENT & AMENDMENT

This Agreement represents a complete understanding of the Parties with respect to its subject matter and may not be amended except in writing. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one and the same document.

The Municipality/Department signatory certifies that this Apparatus Sharing Agreement has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is attached hereto.

Upon receipt of this local signatory, the Fire Chief shall provide this document to the Secretary/Treasurer of the Milwaukee County Association of Fire Chiefs to acknowledge and apprise all parties participating in this agreement.

Signatory

Date

RESOLUTION NO. 12447-112123

RESOLUTION APPROVING THE EQUIPMENT SHARING AGREEMENT
BETWEEN MILWAUKEE COUNTY FIRE DEPARTMENTS

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Equipment Sharing Agreement Between Milwaukee County Fire Departments (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the Agreement, and the City Clerk shall attest to same.

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

Passed and adopted this ____ day of _____, 2023.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2023.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____



COMMON COUNCIL REPORT

Item: Land Donation - 8830 S. 27th St. - CR Devco/Heyday

Recommendation: That the Council adopts Resolution No. 12449-112123, a resolution accepting the donation of the property at 8830 S. 27th St. from CR Devco/Heyday (6th Aldermanic District)

Fiscal Impact: Assessment data was not available for this parcel as it was created by Certified Survey Map No. 9496, recorded June 30, 2023. However, the parcel is heavily wooded/vegetated, and contains natural resources such as wetlands that make development for non-park purposes challenging. Preserving the natural areas for the surrounding residents is a non-monetary community benefit. Additional fiscal impacts may arise should the parcel require formal access or maintenance. This property is part of TID 7.

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

Background:

At the April 25, 2023 meeting, the Plan Commission reviewed and approved site and building plans for the Heyday development on the properties at 2231 W. Puetz Rd., 8843 S. 13th St., 8950 S. 20th St. Within the approval decision was the following condition: "That Lot 3 of the CSM to be recorded is preserved through dedication, deed restriction, or conservation easement in lieu of a full tree inventory and replacement plan for Lots 1 and 2." The Applicants are now presenting, following a positive recommendation by the Parks and Recreation Commission at their November 2 meeting, acceptance of the donation of land at 8830 S. 27th St. by the Common Council. Although specific plans have not been discussed, the land would be utilized for natural resource park purposes. Staff support this request in fulfillment of the April 25, 2023 conditions of approval and in lieu of a full tree inventory for Lots 3 & 4. Changes to the Comprehensive Plan and zoning district would be initiated should the donation of 525,729 square feet (approximately 12.07 ac) be accepted.

The Plan Commission reviewed this request during their November 14, 2023 meeting, and recommended acceptance of the donation of land for natural resource park purposes.

Options/Alternatives: Council has the discretion to accept or decline the donation. Should the land donation be declined, the Applicants will be required to preserve this area through a conservation easement or deed restriction.

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Approved:



Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Res. 12449-112123

Location Map

Parks and Recreation Commission Report (2 pages)

CSM 9496 (~~15~~
4 pages)

RESOLUTION NO. 12449-112123

BY: _____

RESOLUTION ACCEPTING THE DONATION OF THE PROPERTY AT 8830 S. 27th
ST. FROM CR DEVCO/HEYDAY

(6th Aldermanic District)

WHEREAS, CR DEVCO/HEYDAY have offered to donate to the City the property at 8830 S. 27th St. (THE PROPERTY); and:

WHEREAS, THE PROPERTY contains significant wetlands, woodlands, and vegetation; and

WHEREAS, the City's Comprehensive Plan recommends that parks and open space continue to comprise a large percentage of land within the community with quality enhanced over time for the safe and convenient access to recreation opportunities for the City's population; identifies goals in the Parks, Open Spaces, and Environmental Features Plan for which acceptance of the donation would help to fulfill; identifies a portion of the southwest intersection of S. 27th St. and W. Puetz Rd. as a residential area that is not within an existing park service area; and specifically recommends the protection of environmental resources within the City; and

WHEREAS, acquiring this property, which has significant natural features and opportunities for passive recreation opportunities, will help implement the City's goals relating to access to parks, preservation of natural resources and open spaces.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute and accept a donation from CR Devco/Heyday for THE PROPERTY via deed to be drafted and recorded.

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

Passed and adopted this ___ day of _____, 2023.

President, Common Council

Approved this _____ day of _____, 2023.

Mayor

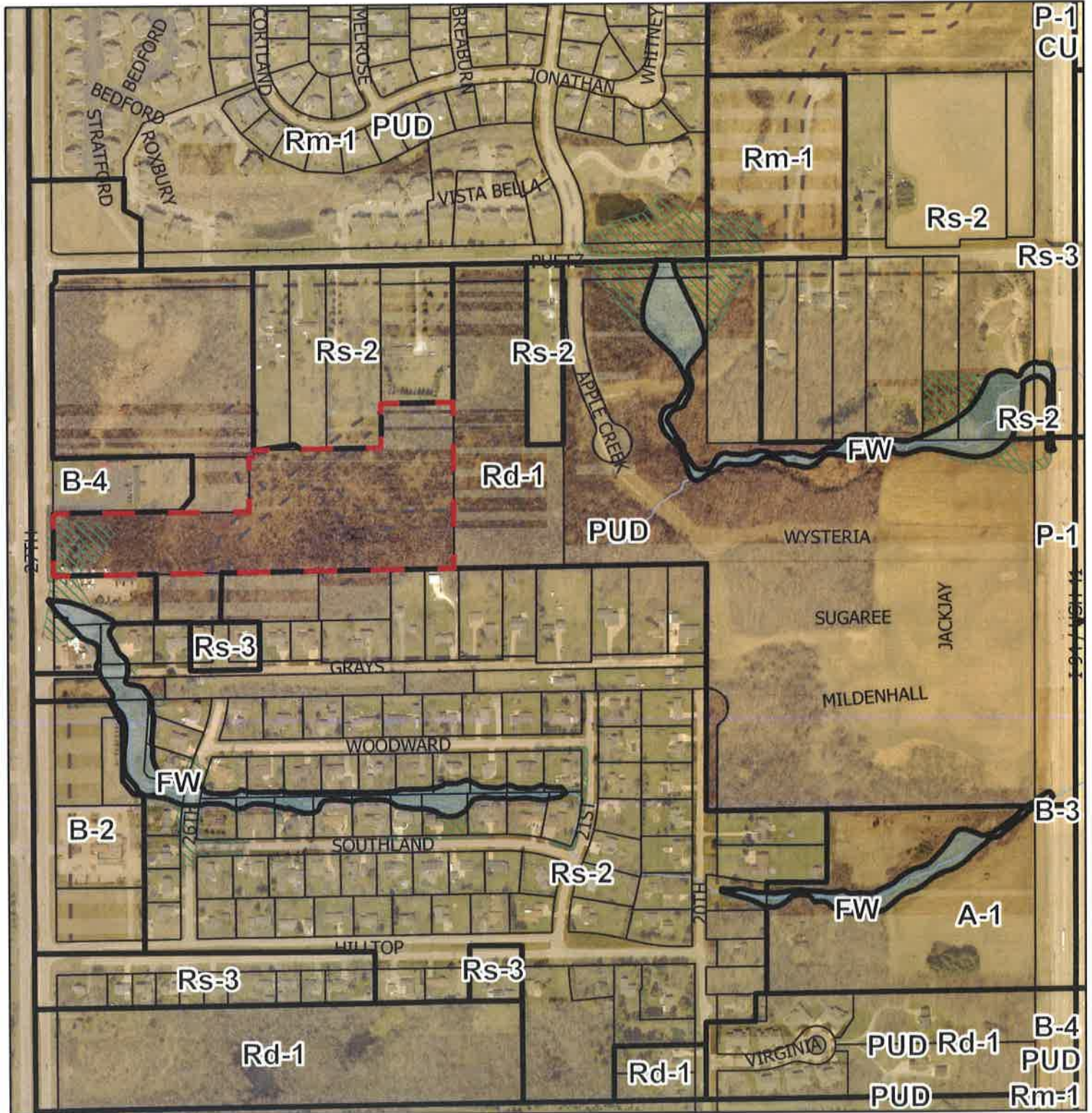
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

8830 S. 27th St.



This map is not a survey of the actual boundary of the property this map depicts

Legend

- Zoning
- Flood Fringe
- Official Street Map
- Parcels
- Floodway
- 2231 W. Puetz Rd



Community Development





PARKS & RECREATION COMMISSION

Agenda Item:	Discussion on parkland dedication – 2231 W. Puetz Rd.
Proposed by:	HeyDay Development and City of Oak Creek
Description:	Discussion of proposed parkland dedication at 2231 W. Puetz Rd
Suggested Motions:	That the Parks and Recreation Commission recommend the acceptance of dedication of property at 2231 W. Puetz Rd to the Plan Commission and Common Council.

Background:

On April 25, 2023, the Plan Commission approved site and building plans for a residential development on portions of the properties at 2231 W. Puetz Rd. 8843 S. 13th St., and 8950 S. 20th St. The development is known as Heyday Oak Creek and includes 22 single-story residential buildings with a total of 130 units.

As part of this development, the Zoning Code requires the submission of a tree inventory and replacement plan. The developer has proposed preservation of a 12-acre wooded lot in lieu of this requirement, as shown in the attached site plan. The intent is for this preserved area to become a natural resource park. This area features high quality wetlands and areas of quality woodlands. The proposed landscape plan for the Heyday Oak Creek development is designed to blend into the surrounding woodlands, protect the existing stream, wetland areas, and exceed landscape requirements per Code. Staff believes that the proposed preservation of 2231 W. Puetz Rd would exceed the city's tree preservation requirements and recommended acceptance of this proposal to the Plan Commission.

The Plan Commission approved site and building plans for the development with the following condition: "That Lot 3 of the CSM to be recorded is preserved through dedication, deed restriction, or conservation easement in lieu of a full tree inventory and replacement plan for Lots 1 and 2." To move forward, Plan Commission and Common Council must accept this dedication of land in lieu of a tree preservation plan for the property.

This is being brought forward for consideration by the Parks and Recreation Commission to evaluate the proposed dedication and to determine whether it would be appropriate for dedication as a public park.

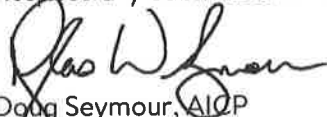
Options:

The Commission could recommend that the dedication be accepted by the Plan Commission and Common Council, in which case this property would be transferred into public ownership and included as a public park in the forthcoming update to the Parks and Open Space Plan.

Should the Commission not recommend acceptance of this dedication (and subsequently the Plan Commission and Common Council) staff would proceed with the property owner to record appropriate easements and/or deed restrictions to fulfill this condition of approval.

In any case, this proposal will be brought forward to the Plan Commission (November 14th) and Common Council.

Respectfully Submitted & Prepared By:



Doug Seymour, AICP
Director of Community Development

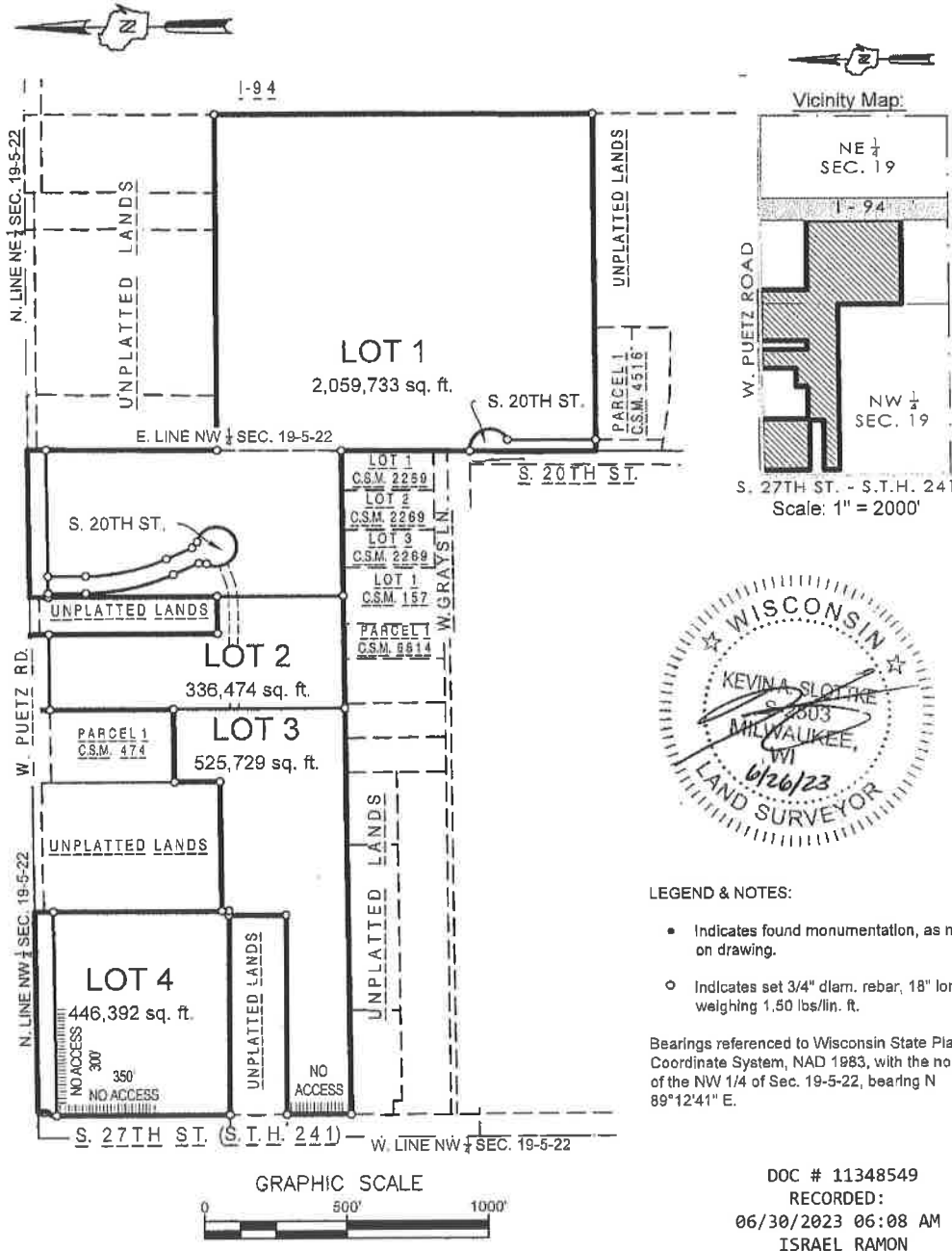
Attachments:

Location Map (1 page)

HeyDay Site Plan (1 page)

CERTIFIED SURVEY MAP NO. 9496

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



LEGEND & NOTES:

- Indicates found monumentation, as noted on drawing.
- Indicates set 3/4" diam. rebar, 18" long weighing 1.50 lbs./lin. ft.

Bearings referenced to Wisconsin State Plane Coordinate System, NAD 1983, with the north line of the NW 1/4 of Sec. 19-5-22, bearing N 89°12'41" E.

DOC # 11348549
 RECORDED:
 06/30/2023 06:08 AM
 ISRAEL RAMON
 REGISTER OF DEEDS
 MILWAUKEE COUNTY, WI
 AMOUNT: 30.00
 CSM NUMBER: 9496

TABLE OF CONTENTS:

Sheet 1.....Overall lot layout areas & monumentation
 Sheets 2 - 7.....Lot dimensions, floodplain (Sheets 4 & 5), public dedications, easements
 Sheet 8.....Surveyor's Certificate
 Sheets 9 - 12.....Wetland shapes
 Sheets 13 - 14...Wetland Line Tables
 Sheet 15.....Certificates

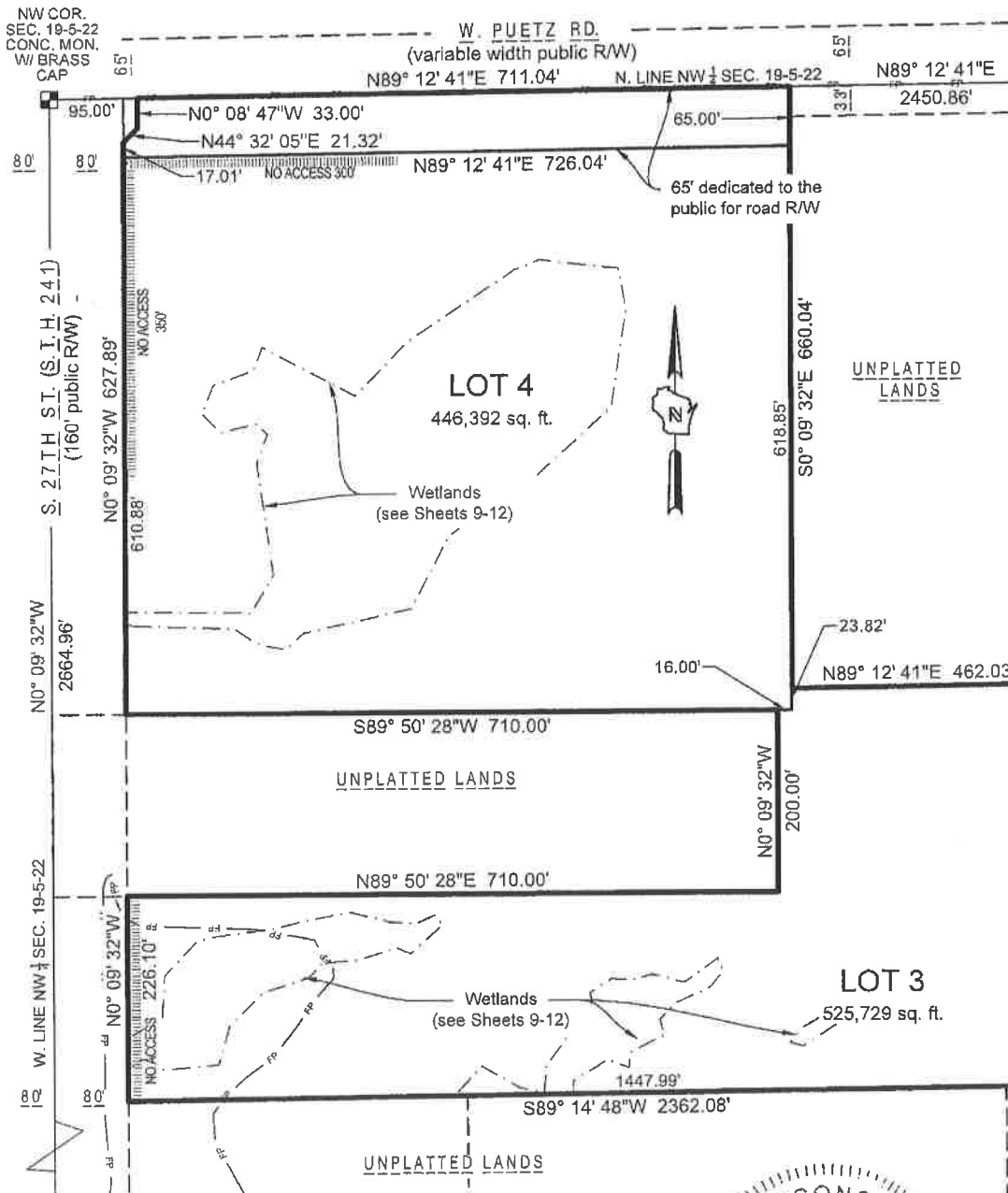
THE SIGMA GROUP
 Single Source. Sound Solutions.
 www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-643-4200
 Fax: 414-643-4210

PROJECT NUMBER 20312 DRAFTED BY BMR

Sheet 1 of 15

CERTIFIED SURVEY MAP NO. 9496

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



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WisDOT Access Management Plan for S.T.H. 241 does not permit access to Lots 3 or 4 to S. 27th St. - S.T.H. 241)

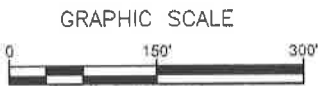
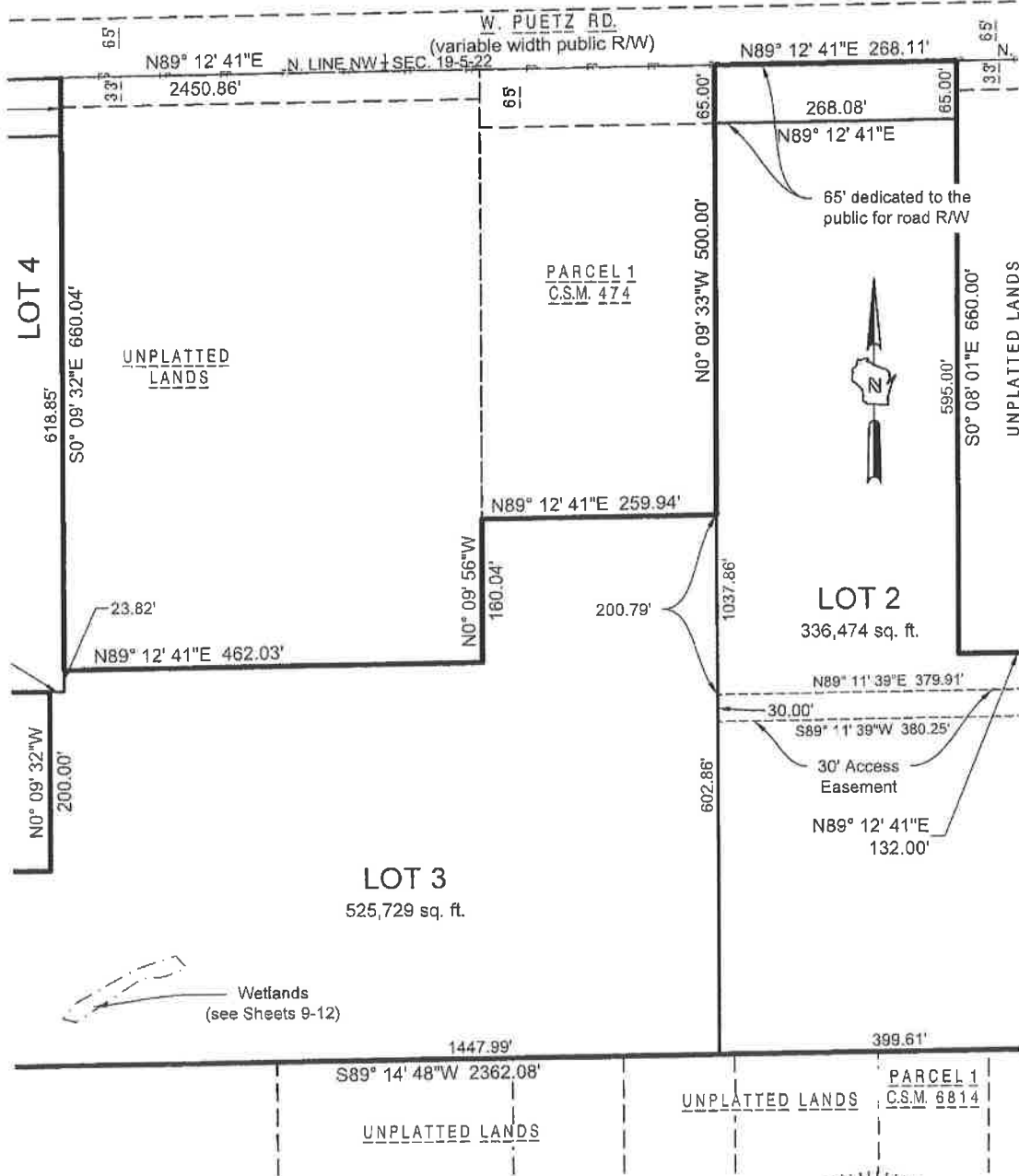
PROJECT NUMBER 20312 DRAFTED BY BMR



Sheet 2 of 15

CERTIFIED SURVEY MAP NO. 9496

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



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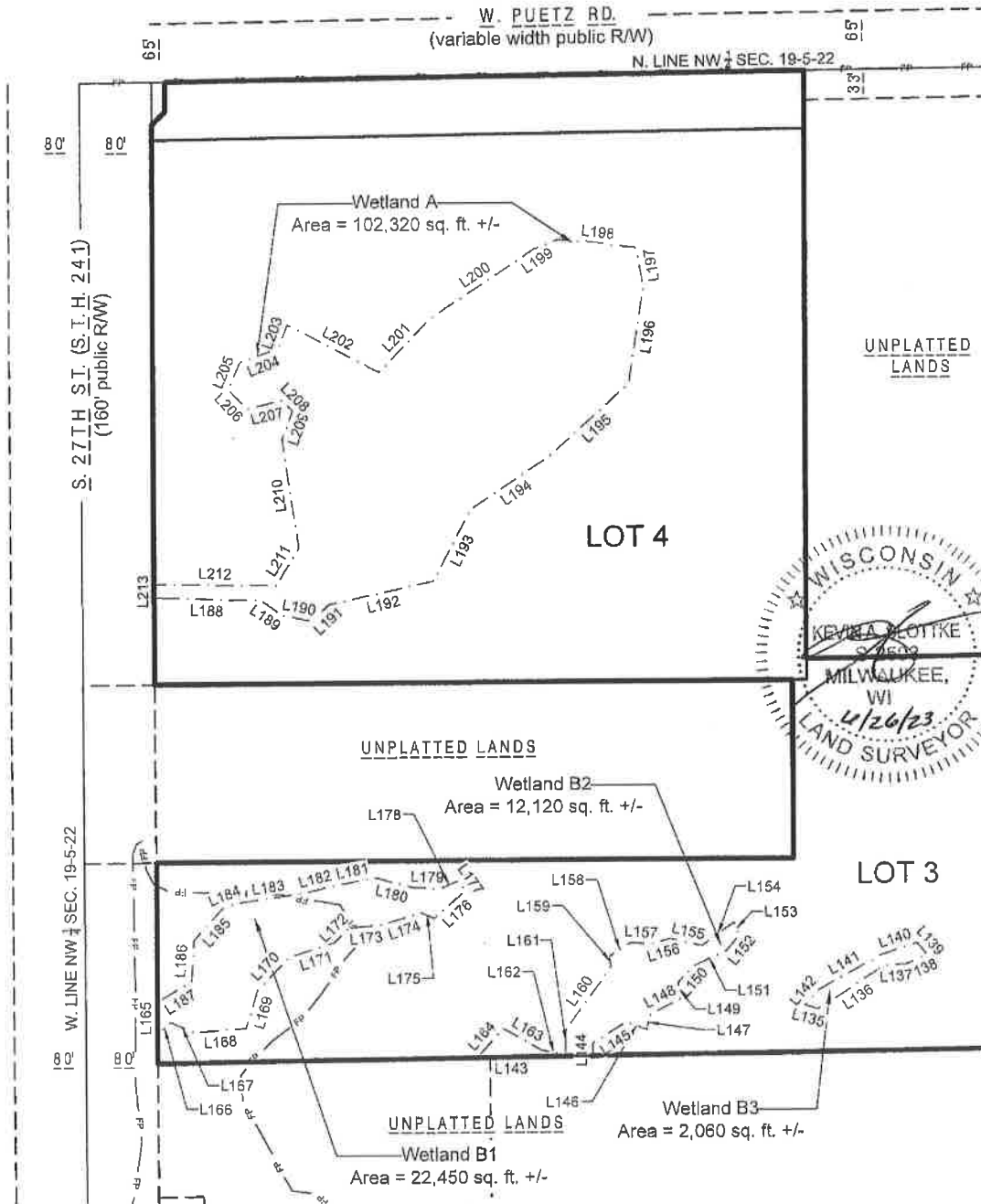
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PROJECT NUMBER 20312 DRAFTED BY BMR

Wetland delineation
completed by Wetland
& Waterway Consulting,
LLC, dated 12/05/2021
GRAPHIC SCALE



Sheet 9 of 15

COMMON COUNCIL REPORT

- Item:** Final Contract Extension to the Private Property Maintenance Contract
- Recommendation:** That the Common Council adopts Resolution No. 12446-112123, a Resolution authorizing the final contract extension and addendum to the City of Oak Creek 2020-2021 Private Property Maintenance Contract.
- Fiscal Impact:** The contractor is paid by the City for the maintenance work performed and then the City is reimbursed as those costs are charged against the owner(s) of the property.
- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe, and Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The City of Oak Creek Municipal Code Section 15.300, Property Exterior Maintenance Code, provides for the exterior of all properties and premises to be maintained in a clean, safe, and sanitary condition, free from accumulation of materials, debris, and refuse. When the City, upon inspection by its agents and employees, finds that the condition of a property or premises is in violation of Section 15.300, an order is issued to the owner and/or occupant to correct the condition(s). In those situations where the owner and/or occupant fails to comply, the City may cause the cleaning, improvement, abatement or removal of the materials, debris or refuse.

Since 2010, the City has had a contractor available at contracted prices to perform such property cleaning, improvement, abatement and removal of materials. This is an as-needed contract. The current contract is with Robie's Grading, LLC and provides for payment of \$132.00 per ton of material removed. The original contract expired on December 31, 2021 and provides for up to three one-year extensions. The city has approved two extensions with the second extension expiring on December 31, 2023. Attached for your consideration is the proposed Final Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2020-2021 Private Property Maintenance Projects. The document would extend the contract to December 31, 2024. It has already been signed by Robert Gajewski, President of Robie's Grading, LLC.

Options/Alternatives: If the final contract extension is not executed, the City could choose to rebid the maintenance contract from scratch, or to not continue the practice of having a maintenance contractor at the ready.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



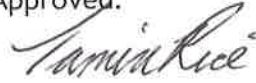
Matthew J. Sullivan, PE
City Engineer

Fiscal Review:



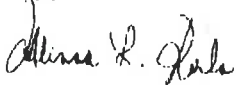
Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Approved:



Tamira D. Rice
Neighborhood Preservation Officer

Approved:



Melissa L. Karls
City Attorney

Attachments:

Final Contract Extension

Resolution 12446-112123

RESOLUTION NO. 12446-112123

RESOLUTION APPROVING A FINAL CONTRACT EXTENSION AND
ADDENDUM TO CITY OF OAK CREEK CONTRACT FOR
2020-2021 PRIVATE PROPERTY MAINTENANCE PROJECTS

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Final Contract Extension and Addendum to City of Oak Creek Contract Specifications for 2020-2021 Private Property Maintenance Projects ("Final Contract Extension") be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Final Contract Extension on behalf of the City of Oak Creek.

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

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

Common Council President Kenneth Gehl

Approved this 21st day of November, 2023.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine Roeske, City Clerk

VOTE: Ayes _____ Noes _____

FINAL CONTRACT EXTENSION AND ADDENDUM
TO CITY OF OAK CREEK CONTRACT FOR
2020-2021 PRIVATE PROPERTY MAINTENANCE PROJECTS

This Final Contract Extension and Addendum to the City of Oak Creek Contract for 2020-2021 Private Property Maintenance Projects ("Final Contract Extension") is made and entered into this ____ day of November, 2023, by and between ROBIE'S GRADING, LLC, a limited liability company existing under and by virtue of the laws of the State of Wisconsin, located at 2830 West Acre Avenue, Franklin, Wisconsin, hereinafter called "Contractor" and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, located at 8040 South 6th Street, Oak Creek, Wisconsin, hereinafter called "Owner".

This Final Contract Extension is attached to and incorporated herein by reference to the City of Oak Creek Contract for 2020-2021 Private Property Maintenance Projects authorized and agreed to between the parties on June 30, 2020 (the "Contract").

It is understood and agreed that the language and agreement contained in this Final Contract Extension shall be binding upon the parties in addition to the language of the above-referenced Contract previously executed.

The parties hereto agree that the Final Contract Extension of the contract term shall be for one year to commence on January 1, 2024, and terminate on December 31, 2024, with all other terms and conditions of the previous Contract to remain in full force and effect.

ROBIE'S GRADING, LLC
2830 W. Acre Ave.
Franklin, Wisconsin 53132

By: 
Robert Gajewski, President

CITY OF OAK CREEK
8040 S. 6th Street
Oak Creek, Wisconsin 53154

By: _____
Daniel J. Bukiewicz, Mayor



COMMON COUNCIL REPORT

- Item:** Carbon Reduction Program Street Lighting Upgrade - State Municipal Agreement
- Recommendation:** That the Common Council adopts Resolution No. 12448-112123 approving the State Municipal Agreement for the City of Oak Creek Street Lighting Upgrade, Carbon Reduction Program Project.
- Fiscal Impact:** There is \$327,720 of Carbon Reduction Program grant funding that has been awarded to the City as 80% federal contributions to the project. The City would be responsible for the remaining 20% procurement costs (\$81,930) plus design review (approx. \$10,000). Funding has been requested within the 2024 budget.
- The City would need to front the funding of the project for a total of \$419,650 then would be reimbursed \$327,720 (80% of procurement costs).
- Critical Success Factor(s):**
- Active, Vibrant, and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe, and Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The City was informed that the Oak Creek Street Lighting Upgrade project will receive federal funding through the Carbon Reduction Program (CRP). The awarded funding will replace approximately 25% of the existing City owned/maintained street light fixtures, upgrading the fixture from High Pressure Sodium (HPS) to a more energy efficient Light Emitting Diode (LED) fixture. The City has prioritized upgrading the existing fixtures on the segments of road within the City that impact the greatest number of users and that efficiently connect the street lighting system. Therefore, the street lighting is proposed to be upgraded to LED fixtures along Howell Avenue (STH 38), Ryan Road (STH 100), College Avenue (CTH ZZ), Pennsylvania Avenue, S. 6th Street, Marquette Avenue, Burkard Court, and portions of Drexel Avenue, Rawson Avenue, and Liberty Lane.

The Department of Public Works has successfully started upgrading some of the City's street lighting system (funded by the City) and has the resources in place to efficiently continue to upgrade the existing fixtures.

The State Municipal Agreement (SMA) outlines that the project procurement costs are funded with up to 80% federal funding, up to a funding limit of \$327,720. In the SMA, the municipality agrees to provide the remaining 20% of the procurement costs (\$81,930), any funds in excess of the \$327,720 federal funding limit, and 100% of the state review (approximately \$10,000).

WisDOT operates CRP as a reimbursement program that requires local entities to front the funding of the project, \$419,650; and WisDOT reimburses project sponsors for the federal share, \$327,720 (80%).

Installation of the LED fixtures is anticipated to begin in 2024.

Options/Alternatives: The alternative is to not adopt the Resolution, which would result in the City passing on the \$327,720 grant, eventually having to fund the street lighting upgrades some other way or decide to not continue to upgrade the street lighting.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



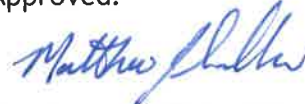
Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Matthew J. Sullivan, PE
City Engineer

Attachments: Resolution No. 12448-112123, State Municipal Agreement (SMA)

RESOLUTION NO. 12448-112123

BY: _____

**RESOLUTION APPROVING THE STATE MUNICIPAL AGREEMENT
FOR THE CITY OF OAK CREEK STREET LIGHTING UPGRADE, CARBON REDUCTION
PROGRAM PROJECT**

(VARIOUS ALDERMANIC DISTRICTS)

WHEREAS, the City of Oak Creek and the State (WisDOT) are entering into a State Municipal Agreement (SMA) for cost sharing of the procurement of street lighting fixtures and;

WHEREAS, the federal government has provided Carbon Reduction Program (CRP) funding, \$327,720 of which has been awarded and will be administered through WisDOT to the City's Street Lighting Upgrade Project and;

WHEREAS, the SMA provides that WisDOT will pay 80% of the procurement costs, up to the maximum of \$327,720 and;

WHEREAS, the SMA provides that the City will pay 100% of the design review costs and the remaining 20% of the procurement costs; plus, the balance of all costs above the capped \$327,720 Federal contribution and;

WHEREAS, the City will be required to pay all costs up front, then be reimbursed the 80%.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the SMA is hereby approved and the Mayor and City Clerk are authorized to execute the same, and;

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to transmit the one (1) City-signed document to WisDOT for its execution and the return of one fully-executed document back to the City.

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

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

President, Common Council

Approved this this 21st day of November, 2023.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



**STATE/MUNICIPAL AGREEMENT
FOR CARBON REDUCTION
PROGRAM PROJECTS**

**Program Name: Carbon
Reduction Program (CRP)**

Sub-Program #: 206

Cycle: FFY23

Date: October 25, 2023

I.D.: 2987-03-05/85

WisDOT UEI: CBE4JHP1S8H7

Project Sponsor UEI#: C16RUE5AZTK4

Project Title: C OAK CREEK LIGHTING UPGRADE

Location/Limits: VARIOUS LOCATIONS PER
APPLICATION

Project Length: N/A

Project Sponsor: City of Oak Creek

County: Milwaukee

The signatory, the **City of Oak Creek**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Authority for the State to enter into this agreement is 23 U.S.C. 175(c), 23 USC, Section 503(c)(4)(E), and implementing federal requirements in the Code of Federal Regulations to the extent authorized by the Resolution approved on February 15, 2023, by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.

Authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by s. 66.0301(2), Wis. Stats

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Roadway/Equipment - Describe and give reason for request: Many segments of city streets have high pressure sodium lights.

Proposed Improvement - Nature of work: Convert various city street lighting systems to energy efficient LED technology.

The Project Sponsor agrees to the following project funding conditions:

All Project Sponsors and processes, including environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

This project is currently scheduled in State Fiscal Year 2024. Sunset date: 06/30/2029

Sunset Date is determined based on the date a project is scheduled to be authorized. All projects must be completed by **06/30/2029**

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project. The final project sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 2987-03-05					
Design Review #	\$10,000	\$0	0%	\$10,000	100%
ID 2987-03-85					
Procurement	\$409,650	\$327,720	80%*	\$81,930	20%*
Total Est. Cost Distribution	\$419,650	\$327,720	MAX	\$91,930	N/A

*This project has a CRP federal funding maximum of \$327,720. This maximum is cumulative for all federally funded project phases. Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

The subject project is funded with 80% federal funding up to a maximum of \$327,720 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the federal funding maximum, in accordance with CRP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

This request is subject to the terms and conditions that follow (pages 3–8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Oak Creek:	
Name (print):	Title:
Signature:	Date:
Signed for and in behalf of the State	
Name (print): Tony Barth	Title: SE Region Planning Chief
Signature:	Date:

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations,

as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

- a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
- c. Federal and state legal requirements that govern the CRP Program, including but not limited to 23 USC, Section 175 to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.

4. Additional applicable state and federal requirements may include, but are not limited to, the following:

- a. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
- b. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Carbon Reduction Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

- a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind. (ROW projects to improve traffic flow may not allow for the construction of new capacity).
- b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, and staking).
- c. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- d. New installations or alteration of street lighting, traffic signals or traffic control devices, and advanced transportation technologies.
- e. State Review Services for construction or procurement.

6. Project items purchased with federal funding are for the primary use of the CRP project.

7. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration

subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.

- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. Work necessary to complete the CRP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities. (ROW projects to improve traffic flow may not allow for the construction of new capacity)
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - f. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - g. Real Estate
 - h. Preliminary Engineering
 - i. State review for design
- 9. The work eligible for Federal participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to 23 U.S.C. [Section 175](#) to the extent authorized by the Resolution approved on February 15, 2023 by the Wisconsin Legislature's Joint Finance Committee related to the carbon reduction program portion of the Department of Transportation's plan to appropriate federal aid.
- 10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR Part 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
- 11. The improvement will be completed in conformance with the e standards in this agreement unless an exception to standards is granted by the State in writing prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
- 12. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
- 13. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor

responsibilities.

14. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
15. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
16. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
17. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
18. Federal Single Audits of the Project Sponsor: The Project Sponsor shall allow the State and its auditors to have access to the Project Sponsor's records and financial statements as necessary for the State, per 2 CFR 200.331(a).
19. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
20. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats. or national origin.
21. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

22. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement. (ROW Projects must not include construction of new capacity)
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

23. The subject **project must be completed by the project sunset date, listed on page 2** of this State/Municipal Agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the sunset deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

24. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also

shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

25. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

26. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

27. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits

of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

28. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

29. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

30. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

31. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq. and shall be preserved by the Project Sponsor.

32. The Project Sponsor agrees to the following State Fiscal Year 2023 CRP project funding conditions:

a. ID 2987-03-05/85: Construction:

i. Costs for purchase of LED light fixtures are funded with 80% federal funding up to **\$327,720** federal funding limit, when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the **\$327,720** federal funding limit. These costs are subject to the cumulative project federal funding cap.

ii. Non-participating costs for installation are funded 100% by the Project Sponsor.

b. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CRP program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$327,720** is cumulative for all federal funded project phases.

[End of Document]



COMMON COUNCIL REPORT

Item: Award of Abendschein Park - Parking Lot and Entrance Road

Recommendation: That the Common Council considers a motion to award the Abendschein Park - Parking Lot and Entrance Road construction unit price contract to the lowest responsive, responsible bidder, All-Ways Contractors, Inc., at the estimated cost of \$1,475,228.00 and to authorize the transfer of funds from Fund 38 (Project No. 23003) (1st District).

Fiscal Impact: The total construction contract amount is \$1,475,228.00. \$945,942.06 will be reimbursable through the MMSD Green Solutions Program, \$400,000 was allocated in CIP# 23003, and an additional \$129,285.94 will be funded from Fund 38 (Storm Water Utility).

- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe & Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: This project is the reconstruction of the west entrance road and parking lot at Abendschein Park. The parking lot work was originally included in the Abendschein Park Pavilion Project. Engineering secured funding through the MMSD Green Solutions program for reconstruction of the parking lot using a permeable paver system. Green solutions is a reimbursement program where the City pays for the cost of construction and is reimbursed through the program. Remaining improvements including the entrance road and paths surrounding the new parking lot are funded through CIP#23003 and Fund 38. The Engineering Department prepared plans and specifications for the project, the work was advertised, and the following bids were received:

Contractor	Bid
All-Ways Contractors, Inc.	\$1,475,228.00
Musson Bros. Inc.	\$1,555,246.54
C.W. Purpero, Inc.	\$1,570,188.00
Willkomm Excavating & Grading, Inc	\$1,627,250.00
Reesman's Excavating & Grading, Inc.	\$1,635,978.79
The Wanasek Corp.	\$1,638,178.00
LaLonde Contractors, Inc.	\$1,684,543.48
DK Contractors, Inc.	\$1,693,912.00

Zignego Company, Inc.	\$1,924,172.20
Poblocki Paving Corporation	\$2,060,351.32

There was a lot of interest in the project with 10 contractors submitting bids. Site improvements adjacent to the parking lot that were initially expected to be completed as part of the pavilion project attributed to the bids coming in slightly higher than the project budget. This is a unit price contract, so the bids were evaluated based on estimated quantities. City payments to the contractor will reflect actual installed and measured quantities.

Options/Alternatives: To reject the bids and rebid the project for construction later in 2024. This would likely lead to higher prices and fewer bidders as contractor schedules fill up with other work.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Andrew Ledger, PE
Design Engineer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Matthew J. Sullivan, PE
City Engineer

Attachments:



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 11/21/23 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,130.00 were collected.

- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe & Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background:

1. Grant an Operator’s license to (favorable background reports received):
 - * Crystal R. Paulson (BelAir Cantina)
 - * Jairel J. Velazquez (Meijer)
 - * Heather L. Rehorst (Woodman’s)
 - * Brittney T. Hayes (Charcoal Grill)
 - * Rikita S. Patel (Meijer)
 - * Mason T. Wilke (Piggly Wiggly)
 - * Hannah M. Villarreal (Erv’s Mug)
 - * Lisa M. Paulin (Woodman’s)
 - * Justin M. Grieger (Meijer)
 - * Amy E. Cowell (Route 41)

2. Grant a 2023 Transient Merchant Solicitor license to Daniel W. Hauner, W204N17355 Jackson Dr., Jackson, WI, selling home improvement products for Advocate Construction (Business already approved).

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 November 15, 2023 Vendor Summary Report in the total of \$2,147,190.93

Fiscal Impact: Total claims paid of \$2,147,190.93

Critical Success Factor(s):c

- Active, Vibrant and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe & Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Of note are the following payments:

1. \$13,900.00 to Baycom, Inc. (pg #2) for radio service agreement, maintenance and VHF backup repeater.
2. \$134,180.44 to Bestco UA (pg #2 & 3) for November and December retiree insurance.
3. \$31,823.36 to Bonnell Industries, Inc. (pg #3) for segmented plow blade replacements. Project #22026.
4. \$62,654.42 to CDW Government, Inc. (pg #3 & 4) for Microsoft annual renewal.
5. \$43,614.00 to City of Oak Creek Police Department (pg #12) for asset forfeitures.
6. \$7,779.00 to CTACCESS (pg #5) for Laserfiche user licenses.
7. \$9,417.00 to Cudahy Health Department (pg #5) for qualitative data analysis.
8. \$83,027.40 to Digicorp, Inc. (pg #5) for camera server licenses and CCTV cameras. Project #23016.
9. \$1,440,856.90 to Edgerton Contractors, Inc. (pg #5 & 6) for work on Lakefront Bluff Stabilization and Peter Cooper Demo. Projects #23005 & #23006.
10. \$11,518.53 to Enterprise FM Trust (pg #6) for DPW vehicle lease monthly payment. Project #19024.
11. \$7,800.00 to GOVHR, USA LLC (pg #7 & 8) for professional fees relating to recruitment of Community Development Director.
12. \$13,149.01 to Kansas City Life Insurance Co. (pg #9) for December disability insurance.
13. \$6,055.00 to Medivan, Inc. (pg #11) for PD hearing and lead testing.
14. \$28,032.48 to Milwaukee County EMS (pg #12) for annual fees.
15. \$5,000.00 to Pitney Bowes Bank Reserve Account (pg #13) for postage refill.

-
16. \$10,042.50 to R.A. Smith (pg #13) for inspection services relating to the Heyday and Lakeshore Commons projects.
 17. \$6,446.25 to Securian Financial Group, Inc. (pgs #14 & 15) for December employee life insurance.
 18. \$7,136.00 to Tehan Greenhouses, Inc. (pg #15) for plants and soil.
 19. \$16,875.00 to Tyler Technologies, Inc. (pg #16) for consulting services.
 20. \$73,869.45 to US Bank (pgs #19 - 29) 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.
 21. \$7,800.00 to Vaisala, Inc. (pg #16) for Horizon Pro subscription.
 22. \$12,794.33 to WE Energies (pg #16 & 27) for street light maintenance and electric service.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments: 11/15/2023 Invoice GL Distribution Report