



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

COMMON COUNCIL MEETING AGENDA

JUNE 4, 2024

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: 5/21/24

Recognition

4. **Council Proclamation:** Council Proclamation No. 24-02, Congratulations to Jackson LaFond for receiving the Eagle Scout Award (by Committee of the Whole).
5. **Council Proclamation:** Council Proclamation No. 24-03, Congratulations to Logan Onsager for receiving the Eagle Scout Award (by Committee of the Whole).

New Business

6. **Resolution:** Consider Resolution No. 12500-060424, amending the 2024 Budget (by Committee of the Whole).

COMMUNITY DEVELOPMENT

7. **Resolution:** Consider Resolution No. 12501-060424, approving a Certified Survey Map submitted by Brad Schmidt, for the property at 9600 S. Howell Ave. (3rd District).
8. **Resolution:** Consider Resolution No. 12502-060424, approving a Certified Survey Map submitted by William Nelson, The Cellar, for the properties at 800 and 812 W. Oakwood Rd. (5th District).

ENGINEERING

9. **Resolution:** Consider Resolution No. 12503-060424, approving a Storm Water Management Practices Maintenance Agreement with OAK CREEK RESIDENCES, LLC, for a single-family attached development located at 9102 S. 27th St. (Tax Key No. 878-9014-000) (6th District).

Visit our website at www.oakcreekwi.gov 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>.

FIRE

10. **Resolution:** Consider Resolution No. 12504-060424, approving an Intergovernmental Agreement for training facilities and services with the City of Wauwatosa Fire Department (by Committee of the Whole).

LICENSE COMMITTEE

11. **Motion:** Consider a motion to grant the 2024-25 renewal business alcohol license requests as listed on the 6/4/24 - Report A License Committee Report, with issuance and release of license subject to final department inspection approvals and payment of any fees or obligations (by Committee of the Whole).
12. **Motion:** Consider a motion to approve the various license requests as listed on the 6/4/24 – Report B License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

13. **Motion:** Consider a motion to approve the May 29, 2024 Vendor Summary Report in the amount of \$507,196.97 (by Committee of the Whole).

Adjournment.

Public Notice

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

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

COUNCIL PROCLAMATION NO 24-02
CONGRATULATIONS TO
JACKSON TYLER LAFOND
FOR RECEIVING THE EAGLE SCOUT AWARD

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than four percent of all Scouts actually achieve this goal; and

WHEREAS, at a Court of Honor to be held at St. Paul the Apostle Catholic Church in Mt. Pleasant, WI on Thursday, June 6, 2024, at 6:30 p.m., an Eagle Award will be conferred upon Jackson LaFond; and

WHEREAS, as his Eagle Scout project, Jackson chose to construct three picnic tables for the Carrolton Elementary playground; and

WHEREAS, Jackson researched his project, organized and raised funds which were used to purchase equipment and supplies; and

WHEREAS, in addition to consultations with school officials, Jackson recruited and coordinated the efforts of twenty-four volunteers, which included fellow scouts and family members, to assist with the planning, construction, placement and installation of the picnic tables, putting in a total of over 117 man-hours of work; and

WHEREAS, the addition of picnic tables on the Carrolton playground will provide a safe, shaded space for students to gather, sit, and talk.

WHEREAS, the Oak Creek Common Council wishes to recognize this noteworthy achievement of Jackson LaFond.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby extend their congratulations to Eagle Scout Jackson LaFond for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

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

Presented and adopted this 4th day of June, 2024.

Common Council President

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

COUNCIL PROCLAMATION NO 24-03
CONGRATULATIONS TO
LOGAN ONSAGER
FOR RECEIVING THE EAGLE SCOUT AWARD

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than four percent of all Scouts actually achieve this goal; and

WHEREAS, at a Court of Honor to be held at Faith Community Church in Franklin, WI on Sunday, June 9, 2024, at 2:00 p.m., an Eagle Award will be conferred upon Logan Onsager; and

WHEREAS, as his Eagle Scout project, Logan chose to update and enhance the Faith Community Church's outdoor patio area; and

WHEREAS, in addition to cleaning the existing patio and benches, which involved the removal of weeds, bleaching, repair and tightening of bench units and the leveling patio stones, Logan also constructed two flower boxes, a firewood box and assembled a fire pit in the patio area; and

WHEREAS, Logan researched his project, organized and raised funds which were used to purchase equipment and supplies, and along with the efforts of fifteen volunteers, put in a total of over 151 man-hours of work; and

WHEREAS, Logan's attention to the outdoor patio refurbishment resulted in a safe and accessible outdoor oasis that can be utilized by everyone who comes to worship, meditate, and gather.

WHEREAS, the Oak Creek Common Council wishes to recognize this noteworthy achievement of Logan Onsager.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby extend their congratulations to Eagle Scout Logan Onsager for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

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

Presented and adopted this 4th day of June, 2024.

Common Council President

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

COMMON COUNCIL REPORT

Item: 2024 Budget Amendment

Recommendation: That the Common Council adopt Resolution No. 12500-060424, a Resolution Amending the 2024 Budget.

Fiscal Impact: The General Fund budget will increase from \$33,000,000 to \$35,535,320 and the Tourism Commission budget will increase from \$1,037,664 to \$1,102,063.

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 2024 Budget was adopted by the Common Council on November 21, 2023.

Resolution No. 12500-060424 amends the 2024 Budget to:

- Align the Tourism Commission budget with the Tourism Commission's direction at their February 12, 2024 meeting, including the budgeting of funds to contract with the City of Oak Creek for tourism services;
- Create the Marketing & Public Relations Department budget and reallocate existing communications and events personnel from the City Administrator's Office and Tourism Commission budgets to the Marketing & Public Relations Department budget; and
- Transfer \$2,000,000 of the General Fund unassigned fund balance in excess of the maximum threshold established by the City's General Fund undesignated and unreserved fund balance policy to the Capital Projects Fund to be spent on future, one-time capital projects.

The amendment to the 2024 Budget is being brought forth now so the City can file an amended 2024 Expenditure Restraint Incentive Program (ERIP) Worksheet with the Wisconsin Department of Revenue by the July 1, 2024 deadline.

Staff will present more details on the amendment to the 2024 Budget at the Common Council meeting.

Options/Alternatives: The Common Council may choose not to amend the 2024 Budget, however, that would not authorize budget dollars for the Marketing & Public Relations Department.

Respectfully Submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gaggin, MPA
Deputy City Administrator / Finance Officer

Attachments:

- Resolution No. 12500-060424
- 2024 Budget Summary
- 2024 Budget - Authorized Position Changes
- General Fund Balance Analysis as of 12/31/2023

RESOLUTION NO. 12500-060424

BY: _____

RESOLUTION AMENDING THE 2024 BUDGET

WHEREAS, the 2024 Budget was adopted by the Common Council on November 21, 2023; and

WHEREAS, the Tourism Commission approved an amended Tourism Commission budget at their February 12, 2024 meeting; and

WHEREAS, the amended Tourism Commission budget includes funding to contract with the City of Oak Creek for tourism services; and

WHEREAS, the City of Oak Creek will provide tourism services to the Tourism Commission through the newly-established Marketing & Public Relations Department; and

WHEREAS, the City of Oak Creek has a policy to maintain the General Fund undesignated and unreserved fund balance (i.e. unassigned fund balance) at a minimum of 15% - 25% of total General Fund annual revenues plus the amount of state shared revenue during the previous year;

WHEREAS, the General Fund unassigned fund balance is projected to be \$10,374,444 as of December 31, 2023, which is 31.6% of total General Fund annual revenues plus the amount of state shared revenue during the previous year; and

WHEREAS, the City of Oak Creek can spend up to \$2,154,662 of General Fund unassigned fund balance on one-time expenditures such as capital projects and remain at the upper threshold of the General Fund undesignated and unreserved fund balance policy (25%); and

WHEREAS, it is necessary to amend the City's 2024 Budget to create the Marketing & Public Relations Department budget and reallocate existing communications and events personnel from the City Administrator's Office and Tourism Commission budgets to the Marketing & Public Relations Department budget; and

WHEREAS, it is also necessary to amend the City's 2024 Budget to transfer \$2,000,000 from the General Fund unassigned fund balance to the Capital Projects Fund for future one-time capital projects; and

WHEREAS, it is also necessary to amend the City's 2024 Budget by June 30, 2024 so the Deputy City Administrator / Finance Officer can file an amended 2024 Expenditure Restraint Incentive Program (ERIP) Worksheet with the Wisconsin Department of Revenue by the July 1, 2024 deadline;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Oak Creek hereby authorizes the amendment to the adopted 2024 Budget as shown on Schedules A and B.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish an official notice of the amended 2024 Budget line items as a Class 1 Notice.

Introduced at a regular meeting of the Common Council this 4th day of June, 2024.

Passed and adopted this 4th day of June, 2024.

President, Common Council

Mayor

Approved this 4th day of June, 2024.

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____



GENERAL FUND BUDGET

GL NUMBER	DESCRIPTION	2024 ADOPTED BUDGET	2024 AMENDED BUDGET	ADOPTED AMENDED AMT CHANGE
ESTIMATED REVENUES				
CHARGES FOR SERVICES				
10-00-35-51302	TOURISM SERVICES CONTRACT	-	306,346	306,346
	CHARGES FOR SERVICES	-	306,346	306,346
COMMERCIAL REVENUE				
10-00-37-36630	FARMERS MARKET	-	30,000	30,000
10-00-37-36631	FARMERS MARKET FOOD SHARE REV	-	22,000	22,000
10-00-37-36632	SPONSORSHIPS - FARMERS MARKET	-	25,000	25,000
10-00-37-36640	BEER GARDEN REVENUES	-	35,000	35,000
10-00-37-36634	MILWAUKEE MARKET MATCH REVENUE	-	250	250
10-00-37-36637	SPROUTS COIN REVENUE	-	2,000	2,000
	COMMERCIAL REVENUE	-	114,250	114,250
INTERFUND TRANSFER				
10-00-39-39820	REVENUE OFFSET	1,993,654	3,967,661	1,974,007
10-00-39-39999	INTERFUND TRANSFER IN	802,500	943,217	140,717
	INTERFUND TRANSFER	2,796,154	4,910,878	2,114,724
TOTAL ESTIMATED REVENUES		\$ 33,000,000	\$ 35,535,320	\$ 2,535,320



GENERAL FUND BUDGET

GL NUMBER	DESCRIPTION	2024 ADOPTED BUDGET	2024 AMENDED BUDGET	ADOPTED AMENDED AMT CHANGE
APPROPRIATIONS				
Dept 40 - GENERAL GOVERNMENT				
CAPITAL OUTLAY& INTERFUND TRANSFER				
10-40-49-99900	CONTINGENCY	2,098,654	1,993,654	(105,000)
	CAPITAL OUTLAY& INTERFUND TRANSFER	2,098,654	1,993,654	(105,000)
Totals for Dept 40 - GENERAL GOVERNMENT		4,337,119	4,232,119	(105,000)
Dept 42 - CITY ADMINISTRATOR'S OFFICE				
DIRECT EMPLOYEE COSTS				
10-42-41-10000	SALARIES - FULL TIME	283,307	199,059	(84,248)
10-42-41-10500	SALARIES, PART TIME	11,569	-	(11,569)
10-42-41-12500	CAR ALLOWANCE	2,700	2,700	-
10-42-41-13000	RETIREMENT	19,548	13,735	(5,813)
10-42-41-13500	SOCIAL SECURITY	22,558	15,228	(7,330)
10-42-41-15000	INSURANCE - ACTIVE HEALTH	23,857	23,857	-
10-42-41-16000	INSURANCE - WORKMANS COMP	643	643	-
10-42-41-16500	INSURANCE - DISABILITY	1,100	529	(571)
10-42-41-17000	INSURANCE - DENTAL	2,035	2,035	-
10-42-41-17500	INSURANCE - GROUP LIFE	500	400	(100)
10-42-41-18000	LONGEVITY	240	-	(240)
10-42-41-18500	SECTION 125 EXPENSES	200	150	(50)
	DIRECT EMPLOYEE COSTS	368,257	258,336	(109,921)
INDIRECT EMPLOYEE COSTS				
10-42-42-20000	TRAINING/TRAVEL	10,000	10,000	-
10-42-42-21000	EXPENSE ALLOWANCE	250	250	-
	INDIRECT EMPLOYEE COSTS	10,250	10,250	-
UTILITY COST				
10-42-43-31500	TELEPHONE	1,055	1,055	-
	UTILITY COST	1,055	1,055	-
SUPPLIES				
10-42-44-41500	POSTAGE	450	450	-
10-42-44-42000	DUES AND PUBLICATIONS	2,300	2,300	-
10-42-44-46000	MINOR EQUIPMENT	400	400	-
10-42-44-49500	MISCELLANEOUS	1,000	1,000	-
	SUPPLIES	4,150	4,150	-
Totals for Dept 42 - CITY ADMINISTRATOR'S OFFICE		383,712	273,791	(109,921)



GENERAL FUND BUDGET

GL NUMBER	DESCRIPTION	2024 ADOPTED BUDGET	2024 AMENDED BUDGET	ADOPTED AMENDED AMT CHANGE
Dept 52 - MARKETING & PUBLIC RELATIONS				
DIRECT EMPLOYEE COSTS				
10-52-41-10000	SALARIES, FULL TIME	-	387,874	387,874
10-52-41-10500	SALARIES, PART TIME	-	52,548	52,548
10-52-41-11000	SALARIES, OVERTIME	-	5,000	5,000
10-52-41-12500	CAR ALLOWANCE	-	4,200	4,200
10-52-41-13000	RETIREMENT	-	28,650	28,650
10-52-41-13500	SOCIAL SECURITY	-	34,014	34,014
10-52-41-15000	INSURANCE - ACTIVE HEALTH	-	101,702	101,702
10-52-41-16000	INSURANCE - WORKMANS COMP	-	76	76
10-52-41-16500	INSURANCE - DISABILITY	-	1,323	1,323
10-52-41-17000	INSURANCE - DENTAL	-	3,930	3,930
10-52-41-17500	INSURANCE - GROUP LIFE	-	784	784
10-52-41-18000	LONGEVITY	-	240	240
10-52-41-18500	SECTION 125 EXPENSES	-	200	200
DIRECT EMPLOYEE COSTS		-	620,541	620,541
INDIRECT EMPLOYEE COSTS				
10-52-42-20000	TRAVEL/TRAINING	-	10,000	10,000
INDIRECT EMPLOYEE COSTS		-	10,000	10,000
UTILITY COST				
10-52-43-31500	TELEPHONE	-	1,500	1,500
UTILITY COST		-	1,500	1,500
SUPPLIES				
10-52-44-40000	OFFICE SUPPLIES	-	200	200
10-52-44-41000	PRINTING & COPYING	-	2,000	2,000
10-52-44-41500	POSTAGE	-	500	500
10-52-44-42000	DUES & PUBLICATIONS	-	2,500	2,500
10-52-44-42500	ADVERTISING & PROMOTIONS	-	-	-
10-52-44-44500	EVENT PROGRAMMING & IMPLEMENTATION	-	24,000	24,000
10-52-44-49500	MISCELLANEOUS	-	1,000	1,000
SUPPLIES		-	30,200	30,200
OTHER SERVICES				
10-52-47-36630	FARMERS MARKET EXPENSE	-	30,000	30,000
10-52-47-36631	FARMERS MARKET FOOD SHARE EXP	-	20,000	20,000
10-52-47-36634	MILWAUKEE MARKET MATCH EXPENSE	-	1,000	1,000
10-52-47-36637	SPROUTS COIN EXPENSE	-	2,000	2,000
10-52-47-36640	BEER GARDEN EXPENSE	-	35,000	35,000
OTHER SERVICES		-	88,000	88,000
Totals for Dept 52 - MARKETING & PUBLIC RELATIONS		-	750,241	750,241



GENERAL FUND BUDGET

GL NUMBER	DESCRIPTION	2024 ADOPTED BUDGET	2024 AMENDED BUDGET	ADOPTED AMENDED AMT CHANGE
Dept 99 - INTERFUND				
TRANSFER				
10-99-49-99999	INTERFUND TRANSFER OUT	-	2,000,000	2,000,000
	TRANSFER	-	2,000,000	2,000,000
Totals for Dept 99 - INTERFUND		-	2,000,000	2,000,000
		\$ 33,000,000	\$ 35,535,320	\$ 2,535,320



TOURISM COMMISSION BUDGET

GL NUMBER	DESCRIPTION	2024 ADOPTED BUDGET	2024 AMENDED BUDGET	ADOPTED AMENDED AMT CHANGE
ESTIMATED REVENUES				
TAXES				
56-00-31-30300 **	MOTEL/HOTEL ROOM TAX	940,250	940,250	-
TAXES		940,250	940,250	-
COMMERCIAL REVENUE				
56-00-37-36000	INTEREST ON INVESTMENTS	-	-	-
56-00-37-36600	SPONSORSHIPS - TOURISM	30,000	-	(30,000)
56-00-37-36630	FARMERS MARKET	30,000	-	(30,000)
56-00-37-36631	FARMERS MARKET FOOD SHARE REV	22,000	-	(22,000)
56-00-37-36632	SPONSORSHIPS - FARMERS MARKET	25,000	-	(25,000)
56-00-37-36640	BEER GARDEN REVENUES	35,000	-	(35,000)
56-00-37-36633	DOG DAYS REVENUE	6,500	6,500	-
56-00-37-36634	MILWAUKEE MARKET MATCH REVENUE	250	-	(250)
56-00-37-36635	FALL FEST REVENUE	13,000	15,000	2,000
56-00-37-36636	CAFE REVENUE	1,000	1,000	-
56-00-37-36637	SPROUTS COIN REVENUE	2,000	-	(2,000)
COMMERCIAL REVENUE		164,750	22,500	(142,250)
INTERFUND TRANSFER				
56-00-39-39999	INTERFUND TRANSFER IN	-	-	-
INTERFUND TRANSFER		-	-	-
TOTAL ESTIMATED REVENUES		\$ 1,105,000	\$ 962,750	\$ (142,250)



TOURISM COMMISSION BUDGET

GL NUMBER	DESCRIPTION	2024 ADOPTED BUDGET	2024 AMENDED BUDGET	ADOPTED AMENDED AMT CHANGE
APPROPRIATIONS				
DIRECT EMPLOYEE COSTS				
56-53-41-10000	SALARIES, FULL TIME	119,394	-	(119,394)
56-53-41-10500	SALARIES, PART TIME	37,379	-	(37,379)
56-53-41-11000	SALARIES, OVERTIME	7,500	-	(7,500)
56-53-41-12500	CAR ALLOWANCE	2,100	-	(2,100)
56-53-41-13000	RETIREMENT	8,238	-	(8,238)
56-53-41-13500	SOCIAL SECURITY	11,993	-	(11,993)
56-53-41-15000	INSURANCE - ACTIVE HEALTH	28,598	-	(28,598)
56-53-41-16000	INSURANCE - WORKMANS COMP	352	-	(352)
56-53-41-17000	INSURANCE - DENTAL	2,125	-	(2,125)
	DIRECT EMPLOYEE COSTS	217,679	-	(217,679)
INDIRECT EMPLOYEE COSTS				
56-53-42-20000	TRAVEL/TRAINING	3,000	-	(3,000)
	INDIRECT EMPLOYEE COSTS	3,000	-	(3,000)
UTILITY COST				
56-53-43-31500	TELEPHONE	925	-	(925)
	UTILITY COST	925	-	(925)
SUPPLIES				
56-53-44-40000	OFFICE SUPPLIES	200	-	(200)
56-53-44-41000	PRINTING & COPYING	2,000	-	(2,000)
56-53-44-41500	POSTAGE	500	-	(500)
56-53-44-42000	DUES, MEMBERSHIPS, & PUBLICATIONS	4,000	2,500	(1,500)
56-53-44-42500	ADVERTISING & PROMOTIONS	55,000	55,000	-
56-53-44-44500	EVENT PROGRAMMING & IMPLEMENTATION	80,000	5,000	(75,000)
56-53-44-44600	SPONSORSHIPS	5,000	25,000	20,000
56-53-44-49500	MISCELLANEOUS	1,000	1,000	-
	SUPPLIES	147,700	88,500	(59,200)
OTHER SERVICES				
56-53-45-51302	CITY SERVICES CONTRACT	-	306,346	306,346
56-53-45-51500	INTERDEPARTMENTAL CHARGES	1,500	-	(1,500)
56-53-45-55200	ANNUAL LICENSE, SOFTWARE, IT FEES	500	-	(500)
56-53-47-36630	FARMERS MARKET EXPENSE	30,000	-	(30,000)
56-53-47-36631	FARMERS MARKET FOOD SHARE EXP	20,000	-	(20,000)
56-53-47-36633	DOG DAYS EXPENSE	9,040	10,800	1,760
56-53-47-36634	MILWAUKEE MARKET MATCH EXPENSE	1,000	-	(1,000)
56-53-47-36635	FALL FEST EXPENSE	12,000	15,000	3,000
56-53-47-36636	CAFÉ EXPENSE	2,000	6,200	4,200
56-53-47-36637	SPROUTS COIN EXPENSE	2,000	-	(2,000)
56-53-47-36640	BEER GARDEN EXPENSE	35,000	-	(35,000)
	OTHER SERVICES	113,040	338,346	225,306
MAINTENANCE				
56-53-46-63500	FACILITY/EQUIPMENT RENTAL	20,000	9,500	(10,500)
	MAINTENANCE	20,000	9,500	(10,500)


TOURISM COMMISSION BUDGET

GL NUMBER	DESCRIPTION	2024 ADOPTED BUDGET	2024 AMENDED BUDGET	ADOPTED AMENDED AMT CHANGE
VEHICLES				
56-53-47-70000	VEHICLE MAINTENANCE	150	-	(150)
56-53-47-71000	GAS AND OIL	150	-	(150)
VEHICLES		300	-	(300)
TRANSFER				
56-53-49-99999	TRANSFER - DPW LABOR SUPPORT	15,000	5,000	(10,000)
56-53-49-99999	TRANSFERS TO TID 11 AND 12 FOR FDA MRO PAYMENTS	520,000	520,000	-
56-53-49-99999	TRANSFERS TO GENERAL FUND (SUBSIDY REPAYMENT)	-	140,717	140,717
TRANSFER - 56-53-49-99999		535,000	665,717	130,717
TOTAL APPROPRIATIONS		\$ 1,037,644	\$ 1,102,063	\$ 64,419
NET OF REVENUES/APPROPRIATIONS - FUND 56		\$ 67,356	\$ (139,313)	
BEGINNING FUND BALANCE		\$ 571,236	\$ 571,236	
ENDING FUND BALANCE		\$ 638,592	\$ 431,923	

City of Oak Creek
Summary 2024 Budget and Appropriations
as Revised and Approved by the Common Council
June 4, 2024

FUND	Number	Budget
General Fund	10	
General Government		12,106,945
Public Safety		15,483,731
Health/Social Services		666,556
Public Works		5,903,505
Leisure		1,374,583
Other		0
Total Appropriations		<u>\$35,535,320</u>

FUND		Number		Budget	
Other Funds	Number	Budget	Other Funds	Number	Budget
Solid Waste	11	1,564,446	Developer Agreements	41	20,000
Grants/Donations	12	601,987	TID #7 - Capital Projects	43	2,245,164
We Power Mitigation	19	2,250,000	TID #8 - Capital Projects	45	5,003,064
General Debt	20	2,537,838	TID #10 - Capital Projects	52	477,150
Debt Amortization	21	1,596,260	TID #11 - Capital Projects	53	4,534,952
Debt Service TID #6	28	677,639	TID #12 - Capital Projects	54	1,429,165
Special Assessments	30	0	Consolidated Dispatch Service	55	2,365,035
Economic Development	31	79,753	Tourism Commission	56	1,102,063
Low Income Loan	33	3,000	TID #13 - Capital Projects	57	4,194,291
Health Insurance	36	7,831,000	TID #14 - Capital Projects	58	150,340
EMS	37	6,965,741	TID #15 - Capital Projects	59	94,258
Storm Water Utility	38	1,222,274	TID #16 - Capital Projects	60	8,952,539
Police Assets	39	15,000	American Rescue Plan	61	231,185
Capital Projects	40	6,335,168			
Total Expenses - All Funds					<u>62,479,312</u>
					<u>\$98,014,632</u>

General Property Tax Rate Per Thousand of Assessed Valuation

2023 Assessed Value		\$5,460,246,700	98.77%	Ratio
County	4.51			
MMSD	1.30			
City of Oak Creek	5.80	First Dollar Credit	\$72.53	
Oak Creek-Franklin School District	8.16	Lottery Credit	\$269.96	
MATC	0.85			
Gross Total:	<u>\$20.62</u>			
Less Credits:				
Milwaukee County Sales Tax Credit	(1.19)			
State School Tax Credit	(1.40)			
Net Total:	<u>\$18.03</u>			



2024 Budgeted Personnel Count by Classification

Classification	2020	2021	2022	2023	2024
CITY ADMINISTRATOR'S OFFICE					
City Administrator	1	1	1	1	1
Communication Coordinator	1	1	1	1	0
Tourism and Business Relations Manager	0	0	1	1	0
Destination Marketing Specialist	1	1	0	0	0
Leisure Services Assistant	0	0	1	1	0
Management Assistant	0	0	0	1	1
Communications and Marketing Intern	0	0	0	1	0
Intern	1	1	1	0	0
<i>TOTAL FULL TIME</i>	<i>3</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>2</i>
MARKETING & PUBLIC RELATIONS DEPARTMENT					
Director of Marketing & Public Relations	0	0	0	0	1
Communication Coordinator	0	0	0	0	1
Marketing & Public Relations Specialist	0	0	0	0	2
Leisure Services Assistant	0	0	0	0	1
Part Time Farmer's Market Manager	0	0	0	0	1
Part- Time Farmer's Market On-Side Coordinator	0	0	0	0	2
Part-Time Farmer's Market Staff	0	0	0	0	5
Communications and Marketing Intern	0	0	0	0	1
<i>TOTAL FULL TIME</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>5</i>
Total Full Time Employment	240	244	246	247	263
Total Part Time Employment	68	66	61	59	74
Total All Employees	308	310	307	306	337

General Fund Balance Analysis as of 12/31/2023

Category	2022	2023	Difference
Nonspendable	\$ 148,831	\$ 200,530	\$ 51,699
Assigned	1,627,538	1,653,004	25,466
Unassigned	9,933,676	10,374,444	440,768
Total Fund Balance	\$ 11,710,045	\$ 12,227,978	\$ 517,933
Total GF Annual Revenues	26,452,506	27,199,340	
Plus SSR of Previous Year	5,843,748	5,679,790	
	<u>\$ 32,296,254</u>	<u>\$ 32,879,130</u>	
15% of GF Annual Revenues + SSR	\$ 4,844,438	\$ 4,931,869	
25% of GF Annual Revenues + SSR	\$ 8,074,064	\$ 8,219,782	
Unassigned Fund Balance as a % of Revenues	30.8%	31.6%	
Amount Eligible to be Allocated per Policy		\$ 2,154,662	



COMMON COUNCIL REPORT

Item: Certified Survey Map – 9600 S. Howell Ave. – Brad Schmidt

Recommendation: That the Council adopts Resolution No. 12501-060424, a resolution approving a Certified Survey Map submitted by Brad Schmidt, for the property at 9600 S. Howell Ave. (3rd Aldermanic District).

Fiscal Impact: The proposal is to divide the properties into two (2) lots in the Rs-3, Single-Family Residential zoning district. Development of the properties would yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. These properties are not 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, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The Applicant is requesting approval of a Certified Survey Map to divide the property at 9600 S. Howell Ave. Dividing the properties would allow for two (2) single-family residential building sites.

Following division, both Lot 1 and Lot 2 will be 0.338 acres in size, and will meet minimum Code requirements for the Rs-3 Single-Family zoning district. A single access to Howell Ave. has been required by the Wisconsin Department of Transportation (WisDOT), shown on the proposed Certified Survey Map as the 30' x 30' shared driveway easement. A copy of the Joint Driveway Easement Agreement has been attached to this report for review. Sewer and Utility Easements are also included on the map, and a Tree Inventory has been provided. However, the Inventory did not include details for the trees and a replacement plan per Sec. 17.0505(d) of the Zoning Code. Staff will continue to work with the Applicant on these requirements.

The Plan Commission reviewed this request during their May 28, 2024 meeting, and recommended approval subject to the following conditions:

1. That the Tree Inventory and Tree Replacement Plan is updated per Code, and submitted to the Department of Community Development for review and approval prior to the recording of the Certified Survey Map.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Options/Alternatives: Council has the discretion to approve, and/or modify the condition(s) of Certified Survey Map approval, or deny the request.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Melanie Pérez
Planner

Fiscal Review:



Maxwell Gaglin, MPA
Deputy City Administrator / Finance Officer

Approved:



Kristi Laine
Community Development Director

Attachments:

Res. 12501-060424

Narrative (1 page)

Proposed Certified Survey Map (3 pages)

Joint Driveway Easement Agreement (9 pages)

Tree Inventory (1 page)

RESOLUTION NO. 12501-060424

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
BRAD SCHMIDT

9600 S. Howell Ave.
(3rd Aldermanic District)

WHEREAS, BRAD SCHMIDT, hereinafter referred to as the subdivider, has submitted a Certified Survey Map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this Certified Survey Map be approved, subject to the following conditions:

1. That the Tree Inventory and Replacement Plan is updated per Code, and submitted to the Department of Community Development for review and approval prior to recording the Certified Survey Map.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this Certified Survey Map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following conditions:

1. That the Tree Inventory and Replacement Plan is updated per Code, and submitted to the Department of Community Development for review and approval prior to recording the Certified Survey Map.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of June, 2024.

Passed and adopted this 4th day of June, 2024.

President, Common Council

Approved this 4th day of June, 2024.

Mayor

ATTEST:

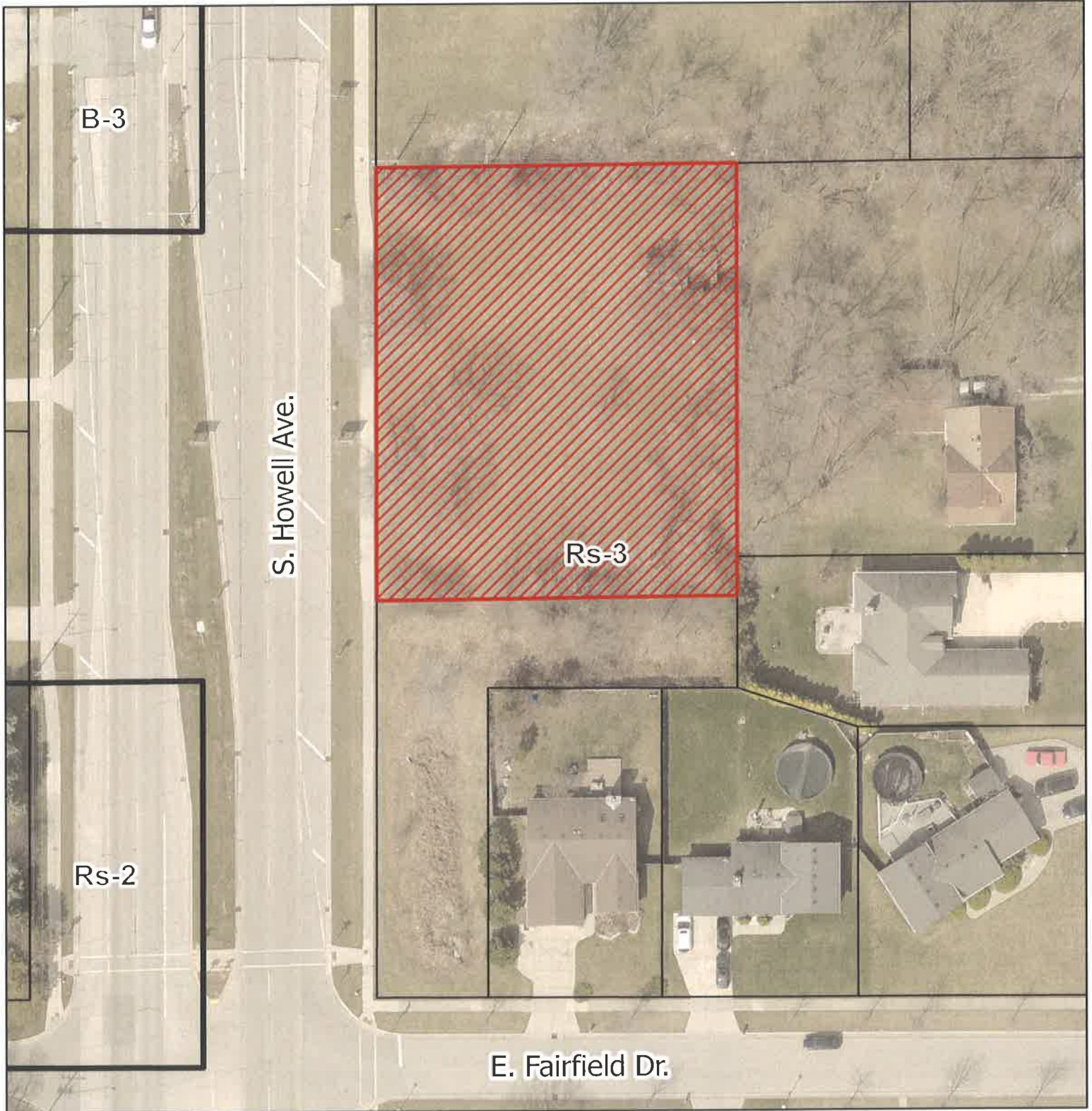
City Clerk

VOTE: Ayes _____ Noes _____

DRAFT

Location Map

9600 S. Howell Ave.



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



Community Development



Legend

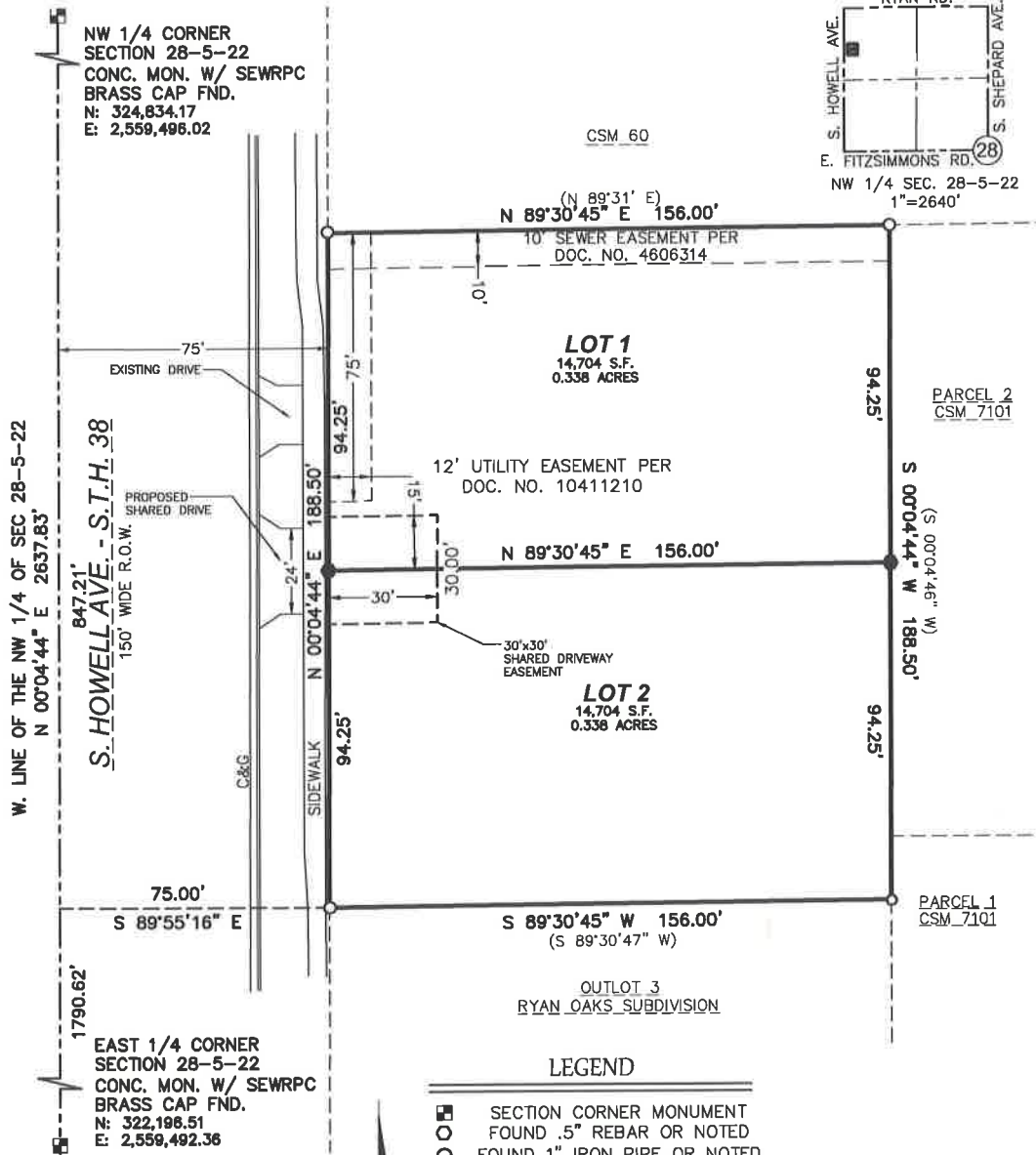
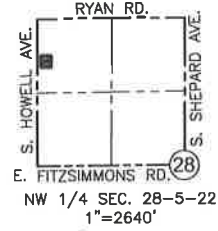
- Zoning
- Flood Fringe
- Official Street Map
- Parcels
- Floodway
- 9600 S. Howell Ave.

PRELIMINARY

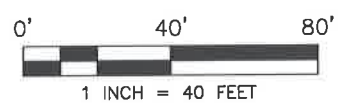
MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 28, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

VICINITY MAP



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE GRID (NAD 27) AND REFERENCED TO THE WEST LINE OF THE NW 1/4 OF SEC. 28-5-22 PUBLISHED BY SEWRPC AS S 00°04'44"W.



LEGEND

■	SECTION CORNER MONUMENT
○	FOUND .5" REBAR OR NOTED
○	FOUND 1" IRON PIPE OR NOTED
●	SET 0.75" O.D. X 18" REBAR
⊙	WEIGHING 1,502 LBS/FT.
⊙	SANITARY MANHOLE
⊙	FIELD INLET
⊙	CMCP CULVERT
⊙	MISC VENT
⊙	TV PED
⊙	UTILITY POLE
⊙	GUY WIRE



LAND SURVEYING • LAND PLANNING
 111 W. 2ND STREET
 OGDONWOOD, WI 53066
 WWW.LANDTECHWI.COM
 (262) 367-7599



PREPARED FOR:
 BRAD SCHMIDT PROPERTIES
 1686 BLUE SPRUCE LN.
 HARTLAND, WI 53029

DATED 03/08/2024
 JOB# 23235

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 28, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF UNPLTTED LAND BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, OF SECTION 28, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, TOWN 5 NORTH, RANGE 22 EAST, THENCE S 00°04'44" W, ALONG THE WET LINE OF THE NORTHWEST 1/4 OF SECTION 28, 847.21 FEET; THENCE S 89°55'16" E, 75.00 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH HOWELL AVENUE ALSO KNOWN AS S.T.H 38 AND POINT OF BEGINNING; THENCE N 00°04'44" E, ALONG THE EAST RIGHT-OF-WAY OF SOUTH HOWELL AVENUE ALSO KNOWN AS S.T.H 38, 188.50 FEET TO THE SOUTH LINE OF CSM 60; THENCE N 89°30'45" E, ALONG THE SOUTH LINE OF CSM 60, 156.00 FEET TO THE NORTHWEST CORNER OF PARCEL 2 OF CSM 7101; THENCE S 00°04'44" W, ALONG THE WEST LINE OF PARCEL 2 AND PARCEL 1 OF CSM 7101 188.50 FEET TO THE NORTHEAST CORNER OF OUTLOT 3 OF RYAN OAKS SUBDIVISION; THENCE S 89°30'45" W, ALONG THE NORTH LINE OF OUTLOT 3 OF RYAN OAKS SUBDIVISION, 156.00 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 29,404 SQUARE FEET OR 0.675 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF BRAD SCHMIDT PROPERTIES OWNER OF SAID LANDS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF S. 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION CONTROL ORDINANCE OF MILWAUKEE COUNTY AND THE CITY OF OAK CREEK IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20_____.

MATTHEW T. O'ROURKE, S-2771

NOTES:

- PARCEL ADDRESS IS 9600 S. HOWELL AVE.
- EASEMENTS AS SHOWN PER LETTER REPORT DATED 2/27/2024

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 28, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

AS OWNER BRAD SCHMIDT PROPERTIES, WE CERTIFY THAT WE CAUSED SAID LANDS TO BE SURVEYED, DIVIDED AND MAPPED AS SHOWN ON THIS MAP. WE ALSO CERTIFY THAT THIS CSM IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: CITY OF OAK CREEK.

WITNESS THE HAND AND SEAL OF SAID OWNERS:

THIS _____ DAY OF _____, 20_____.

BRAD SCHMIDT - MEMBER

STATE OF WISCONSIN)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20_____, THE ABOVE NAMED BRAD SCHMIDT PROPERTIES, TO ME KNOWN TO BE THE SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

CITY OF OAK CREEK PLANNING COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE CITY OF OAK CREEK THIS ____ DAY OF _____, 20_____.

MAYOR DANIEL BUKIEWICZ, CHAIRMAN

KARI PAPELBON, SECRETARY

COMMON COUNCIL APPROVAL

THIS CERTIFIED SURVEY MAP IS APPROVED BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK ON THIS DAY OF _____, 20_____ BY RESOLUTION NUMBER _____.

DANIEL BUKIEWICZ, MAYOR

CATHERINE ROESKE, CITY CLERK

A land division from 1 lot into 2 lots.

These lots will be served by a shared drive centered on the property.

An easement agreement, and tree inventory are also attached.

Document No.

**JOINT DRIVEWAY
EASEMENT AGREEMENT**

Return to:
Brad Schmidt
1686 Blue Spruce Lane
Hartland, WI 53029

Parcel Numbers

THIS JOINT DRIVEWAY AGREEMENT (the *Agreement*) is between Brad Schmidt Properties, LLC, owner of Parcel A and Brad Schmidt Properties, LLC, owner of Parcel B.

RECITALS:

- A. Parcel A Owner is the owner of certain real property located in Milwaukee County, Wisconsin, as described on the attached Exhibit A and referred to in this Agreement as *Parcel A*.
- B. Parcel B Owner is the owner of certain real property located in Milwaukee County, Wisconsin, as described on the attached Exhibit B and referred to in this Agreement as *Parcel B*.
- C. Parcel A Owner and Parcel B Owner intend that a shared driveway (the *Driveway*) be permitted and constructed on the portions of Parcels A and B described below on the attached Exhibit C and as illustrated in the attached Exhibit D and referred to in this Agreement as the *Easement Property*.
- D. Parcel A Owner is willing to create an easement over the Easement Property to enable Parcel B Owner to use the Driveway, under the terms of this Agreement. Parcel B Owner is willing to create an easement over the Easement Property to enable Parcel A Owner to use the

Driveway, under the terms of this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

DRAFT 3/25/2024

1. Grant. Parcel B Owner grants a nonexclusive easement and right-of-way over Parcel B from South Howell Avenue, (15) feet in width and Thirty (30) Feet in length running easterly from South Howell Avenue along the common lot line between parcels A and B, to Parcel A Owner and Parcel A Owner's successors and assigns as the owner of Parcel A to use the Driveway and the Easement Property as a joint driveway for ingress and egress to South Howell Avenue from Parcel A.

Parcel A Owner grants a nonexclusive easement and right-of-way over Parcel A from South Howell Avenue, (15) feet in width and Thirty (30) Feet in length running easterly from South Howell Avenue along the common lot line between parcels A and B, to Parcel B Owner and Parcel B Owner's successors and assigns as the owner of Parcel B to use the Driveway and the Easement Property as a joint driveway for ingress and egress to South Howell Avenue from Parcel B.

The easements are illustrated in the attached Exhibit D.

2. Permitted Users. The driveway and easements granted in Section 1, above, may be used by the respective Parcel A and B Owners and their tenants, employees, customers, and invitees, in common with each other.

3. Initial Driveway. The developer of Parcels A Owner and B has already constructed the Driveway. That driveway as constructed shall set the standard for driveway design, construction and materials to be maintained unless the Parcel Owners agree otherwise.

4. Maintenance and Costs. Parcel A Owner and Parcel B Owner shall equally bear all expense of maintaining, repairing, and removing snow and debris from the Driveway. If an Owner does not promptly pay its share, the other Owner may pay the full cost and then have an immediate right to reimbursement from the non-paying Owner, together with interest at the rate of 10% per year on the unpaid amount and all reasonable attorney fees and other collection costs incurred by the paying Owner. Repairs and maintenance shall be performed at such times and in such a manner as are mutually agreeable to the parties. If the parties are unable to agree within 10 days after a written request by one or the other on the need or payment for the repair or maintenance, then the matter may proceed to litigation.

5. Indemnity. Parcel Owners shall indemnify and defend each other and its officers, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of of the driveway by an Owner or its agents, contractors, subcontractors, invitees, or employees.

6. Insurance. Each Parcel Owner shall maintain in effect at all times during the term of this Agreement a policy of insurance to insure against injury to property, person, or loss of life arising out of use, occupancy, or maintenance of the Easement Property or the Driveway with limits of coverage that are at levels customarily maintained by Homeowners in the community in which the Easement Property is located, with proof of coverage available upon reasonable request.

7. Equal Rights of Use. Parcel A Owner and Parcel B Owner shall have equal rights of ingress and egress over the Driveway and shall take no action to prevent the other party's enjoyment of such rights.

8. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Parcel Owners and their respective successors and assigns. The easements granted under Section 1 of this Agreement are easements appurtenant to the respective Parcels and may not be transferred separately from, or severed from, title to the respective Parcels. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than described Parcels without the consent of the other Parcel Owner. The specific parties named as Parcel A Owner and Parcel B Owner in this Agreement, and each of their respective successors and assigns as fee simple owners of Parcel A and Parcel B, respectively, or any portion of Parcel A or Parcel B, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Parcel A or Parcel B, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

9. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent a Parcel Owner from later use of the easement rights to the fullest extent authorized in this Agreement.

10. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

11. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

12. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

13. Invalidity. If any term or condition of this Agreement, or the application of this

Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

14. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

15. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees.

16. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever. Parcel Owners agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

Dated: _____

Brad Schmidt Properties LLC,
Parcel A Owner

Brad Schmidt Properties LLC,
Parcel B Owner

By: _____
Name: **Bradley Schmidt**
Title: Authorized member

By: _____
Name: **Bradley Schmidt**
Title: Authorized member

ACKNOWLEDGMENTS

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____, 2024 by Bradley Schmidt, member of Brad Schmidt Properties, LLC (of Parcel A Owner).

Notary Public, State of Wisconsin
My commission expires: _____
 This notarial act involved the use of communication technology.

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF _____

This instrument was acknowledged before me on _____, 2024 by Bradley Schmidt, member of Brad Schmidt Properties, LLC (of Parcel B Owner).

Notary Public, State of Wisconsin
My commission expires: _____
 This notarial act involved the use of communication technology.

This document was drafted by
David A. Wanta
Trapp & Hartman SC
19395 W. Capitol Drive Suite 201
Brookfield WI 53045
262.783.2700
dwanta@trapp-hartman.com

EXHIBIT A

(Legal description of Parcel A)

Lot 1 of CSM No. _____ recorded on _____ as Milwaukee County Register of Deeds Document No. _____, of unplatted lands being part of the Northwest 1/4 of the Northwest 1/4 of Section 28, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

DRAFT 3/25/2024

EXHIBIT B

(Legal description of Parcel B)

Lot 2 of CSM No. _____ recorded on _____ as Milwaukee County Register of Deeds Document No. _____, of unplatted lands being part of the Northwest 1/4 of the Northwest 1/4 of Section 28, Town 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

DRAFT 3/25/2024

EXHIBIT C

(Legal description of Easement Property)

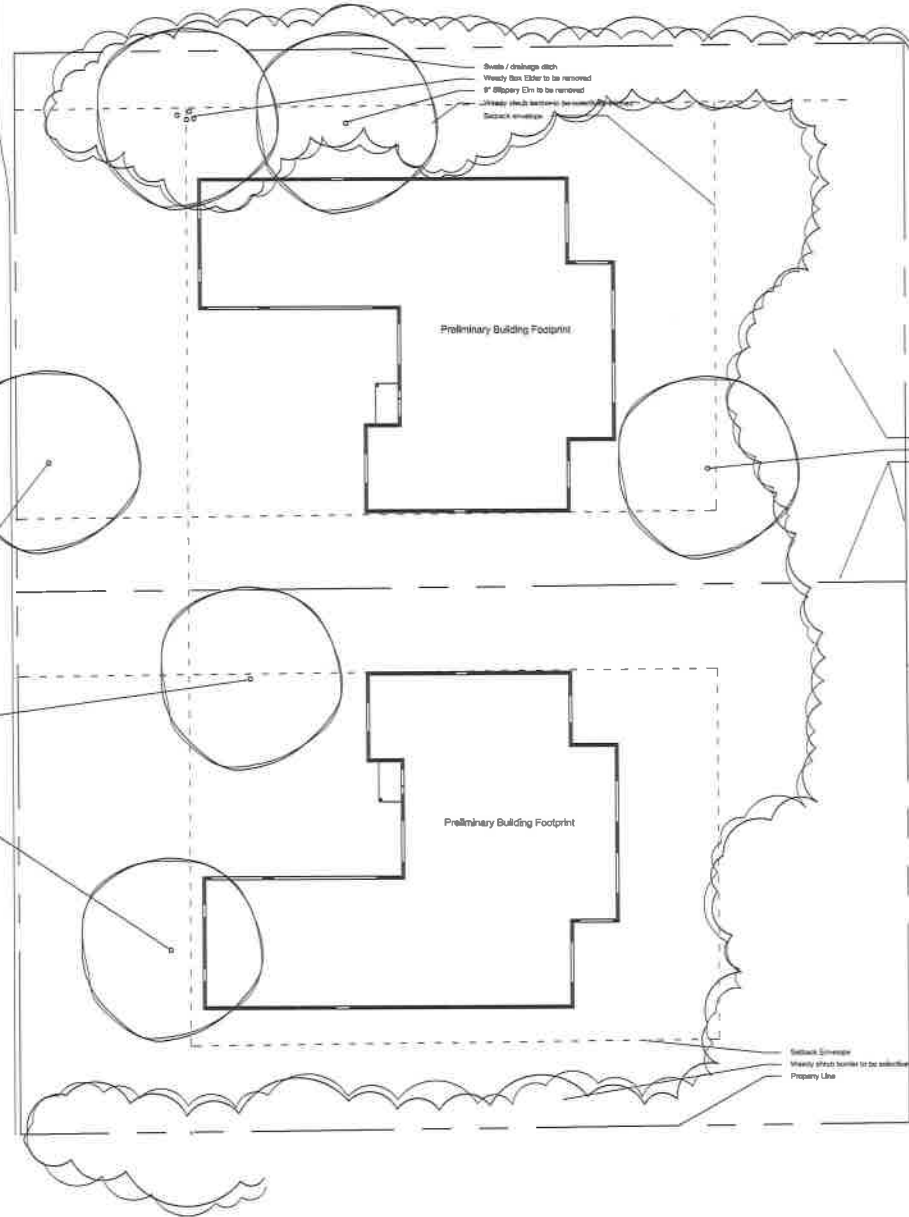
Easement for Parcel A over Parcel B - Parcel B Owner grants a nonexclusive easement and right-of-way over Parcel B from South Howell Avenue, (15) feet in width and Thirty (30) Feet in length running easterly from South Howell Avenue adjacent to and along the common lot line between Parcels A and B, to Parcel A Owner and Parcel A Owner's successors and assigns as the owner of Parcel A to use the Driveway and the Easement Property as a joint driveway for ingress and egress to South Howell Avenue for Parcel A.

Easement for Parcel B over Parcel A - Parcel A Owner grants a nonexclusive easement and right-of-way over Parcel A from South Howell Avenue, (15) feet in width and Thirty (30) Feet in length running easterly from South Howell Avenue adjacent to and along the common lot line between Parcels A and B, to Parcel B Owner and Parcel B Owner's successors and assigns as the owner of Parcel B to use the Driveway and the Easement Property as a joint driveway for ingress and egress to South Howell Avenue for Parcel B.

DRAFT 3/25/2024

Howell Avenue

24" Diameter Elm
Drives to be removed
24" Black Elm to be removed
18" Diameter Elm to be removed



Swale / drainage ditch
Wetland Buffer to be removed
18" Diameter Elm to be removed
Wetland Buffer to be removed
Setback markers

Brushy border to be selectively thinned
24" Diameter Elm to be removed
Property Line

Setback markers
Wetland Buffer to be removed
Property Line



Tree Inventory for Brad Schmidt
3000 S. Howell Ave.
Oak Creek, WI 53154

DESIGNED BY: Mike McCarty

DATE:

SCALE: 1"=10'-0" SHEET SIZE: 24 x 36

COMMON COUNCIL REPORT

Item: Certified Survey Map – 800 & 812 W. Oakwood Rd. – William Nelson, The Cellar

Recommendation: That the Council adopts Resolution No. 12502-060424, a resolution approving a Certified Survey Map submitted by William Nelson, The Cellar, for the properties at 800 & 812 W. Oakwood Rd. (5th Aldermanic District).

Fiscal Impact: The proposal is to combine the properties into one (1) lot. The property at 812 W. Oakwood Rd. is currently developed. Development of the 800 W. Oakwood Rd. would yield positive fiscal impact in terms of permit fees. These properties are not 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, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The Applicant is requesting approval of a Certified Survey Map (CSM) to combine the properties at 800 & 812 W. Oakwood Rd. Council will note that the property at 812 W. Oakwood Rd. is currently developed with a restaurant. This review is directly related to the rezone request scheduled to be reviewed by the Council at the July 16, 2024 meeting.

Following combination, Lot 1 will be 16.5533 acres and will meet all the current zoning district requirements (M-1, Manufacturing; B-2, Community Business). Signature pages will be required to be updated with the correct Plan Commission Secretary and approval language prior to recording.

The Plan Commission reviewed this request during their May 28, 2024 meeting, and recommended approval subject to the following condition:

That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Options/Alternatives: Council has the discretion to approve, and/or modify the condition(s) of Certified Survey Map approval, or deny the request.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Melanie Pérez
Planner

Fiscal Review:



Maxwell Gagin, MPA

Deputy City Administrator / Finance Officer

Approved:



Kristi Laine

Community Development Director

Attachments:

Attachments:

Res. 12502-060424

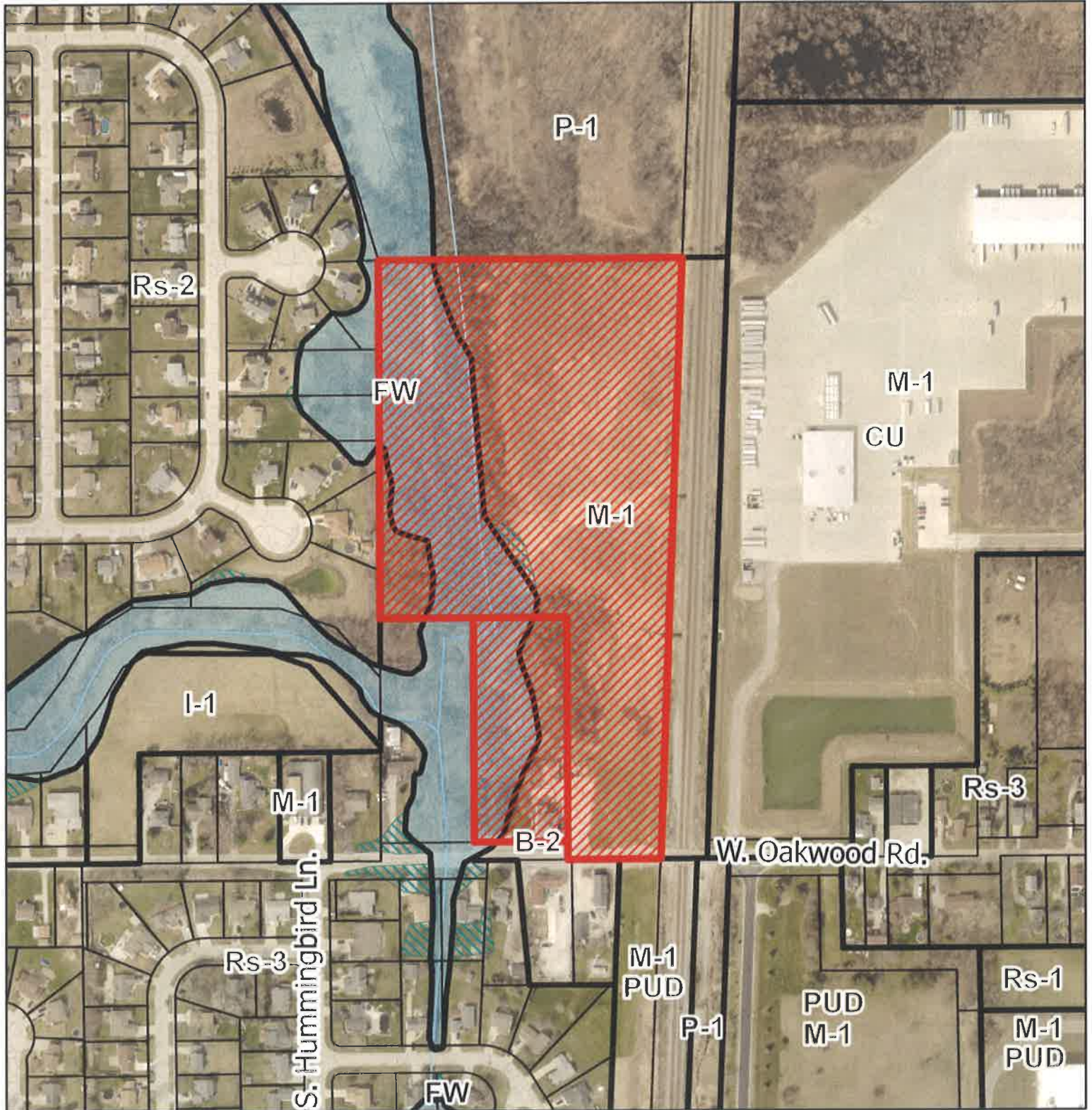
Location Map

Proposed Certified Survey Map (7 pages)

Wetland Delineation Report 2019 – pgs. 21-22; 24-26 (5 pages)

Location Map

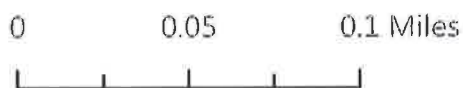
800 & 812 W. Oakwood Rd.



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

Legend

- Zoning
- Official Street Map
- Floodway
- Flood Fringe
- Parcels
- Parcels selection



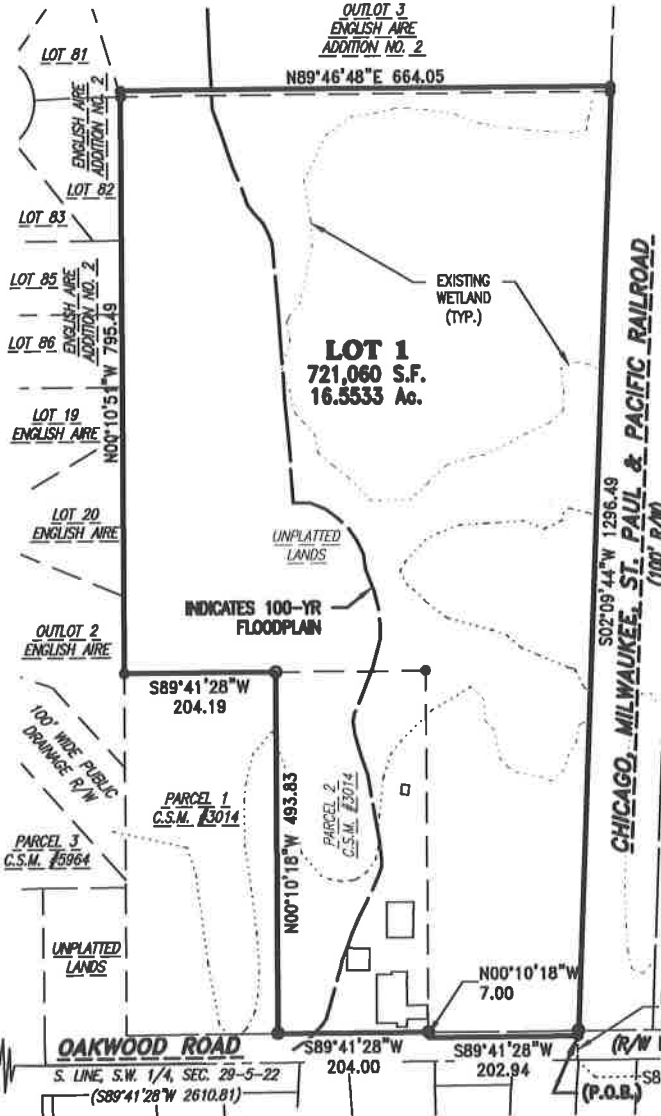
CERTIFIED SURVEY MAP NO. _____

BEING A REDMISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3014 AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

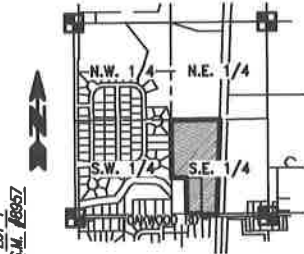
OVERALL DETAIL SHEET

OWNER:
CELLAR ON OAKWOOD, LLC
811 E. ELM ROAD
OAK CREEK, WI 53154
PHONE: 414-762-9844

PREPARED BY:
TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD,
SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480



- LEGEND:**
- - INDICATES Section Corner
 - - INDICATES "Set" 0.75" O.D. x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot. (Unless otherwise noted)
 - - INDICATES "Found" Monumentation



**S.W. CORNER,
SEC. 34-7-17**
WIS. STATE PLANE
COORD. SYSTEM -
SOUTH ZONE
FND. CONC. MON.
W/BRASS CAP
N 319,533.74
E 2,522,725.89

NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83/2011), IN WHICH THE SOUTH LINE OF THE S.W. 1/4 OF SECTION 29, TOWN 5 NORTH, RANGE 22 EAST, BEARS N89°41'28"W.
- ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES, TELECOMMUNICATIONS LINES, AND OTHER SIMILAR UTILITY SERVICES SHALL BE PLACED UNDERGROUND UNLESS THE APPLICANT OR UTILITY CAN DEMONSTRATE THAT UNDERGROUNDING IS NOT FEASIBLE.

**S. 1/4 CORNER,
SEC. 29-5-22**
WIS. STATE PLANE
COORD. SYSTEM -
SOUTH ZONE
FND. CONC. MON.
W/BRASS CAP
N 319,547.82
E 2,525,336.53

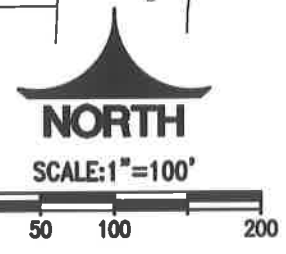
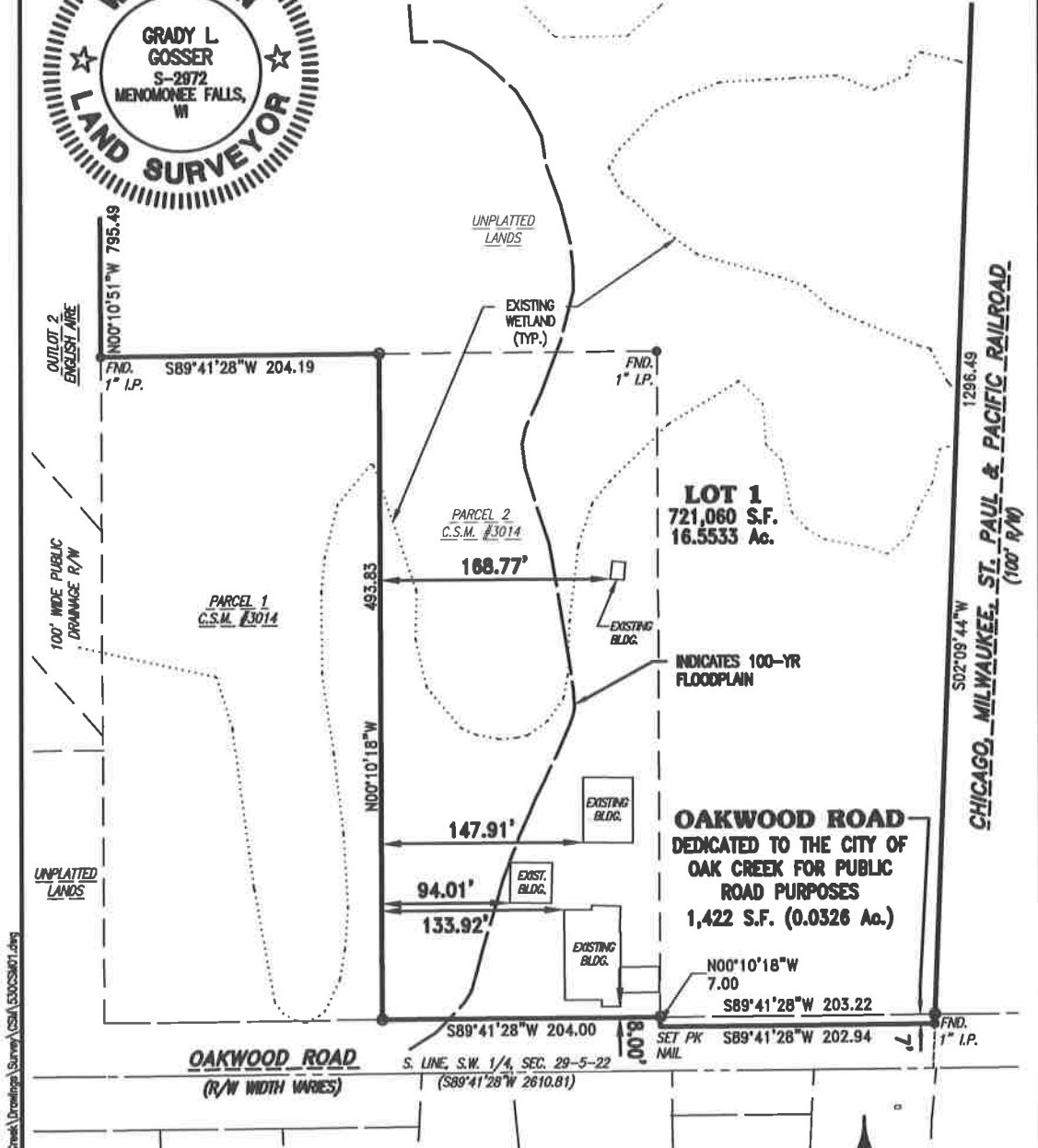
DRAFTED THIS 27th DAY OF JULY, 2023
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 22-056-1169-01
SHEET 1 OF 7

20,2023\22-056-1169-The Cellar Parking Lot Oak Creek\Drawings\Survey\CSM\5300CSM01.dwg

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3014 AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



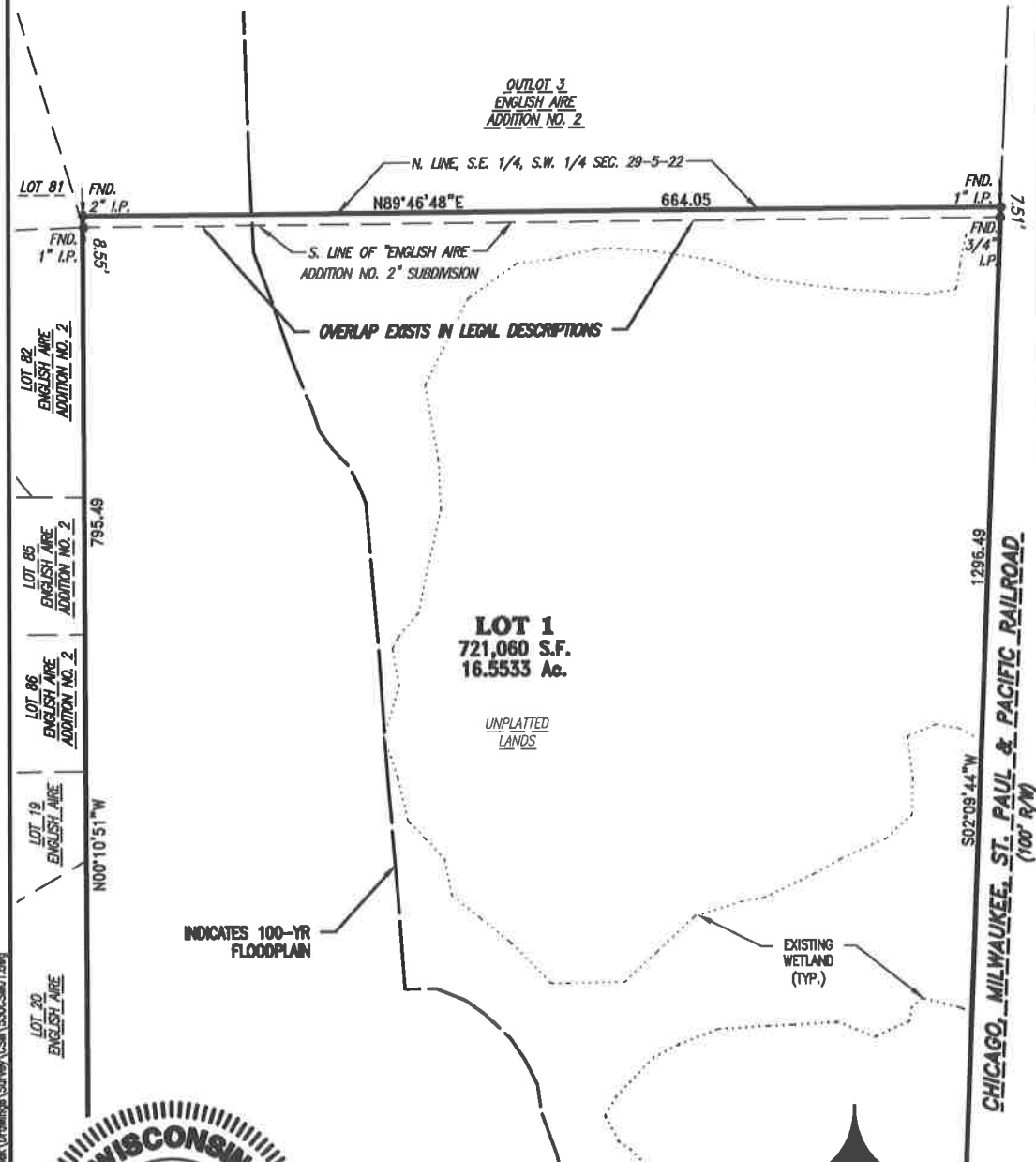
S:\2022\22-056-1169 The Cedar Park\Drawings\Survey\CSM\5300CSM01.dwg

DRAFTED THIS 27th DAY OF JULY, 2023
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

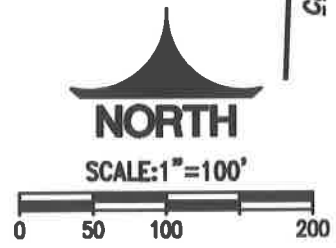
JOB NO. 22-056-1169-01
SHEET 2 OF 7

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3014 AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



X:\2023\22-056-1189 The Cedar Parkings Lot Oak Creek Drawings\Survey\CSM\530CSM01.dwg



DRAFTED THIS 27th DAY OF JULY, 2023
 THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 22-056-1189-01
 SHEET 3 OF 7

CERTIFIED SURVEY MAP NO. _____

BEING A REDVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3014 AND UNPLATTED LANDS, ALL BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

PRESERVATION RESTRICTIONS:

Those areas identified as WETLAND, and FLOODPLAIN on this Certified Survey Map shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, except as may be used for a Recreational Trail and with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Wetland/Floodplain/Primary Environmental Corridor and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited within the Wetland and Floodplain area and shall be discouraged to the greatest extent possible within the Primary Environmental Corridor area.
4. The Introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

WETLAND NOTE:

WETLAND SHOWN HEREON IS A COMBINATION OF AVAILABLE MILWAUKEE COUNTY RECORDS AND WETLAND BOUNDARY FIELD DELINEATED BY THOMPSON & ASSOCIATES.

100 YEAR FLOODPLAIN NOTE:

100 YEAR FLOODPLAIN LINE SHOWN HEREON WITHIN THE SURVEYED PROPERTY IS PER DESIGNATION ON THE FLOOD INSURANCE RATE MAP, MAP NUMBER: 55079C0231E, EFFECTIVE DATE 9/26/2008.

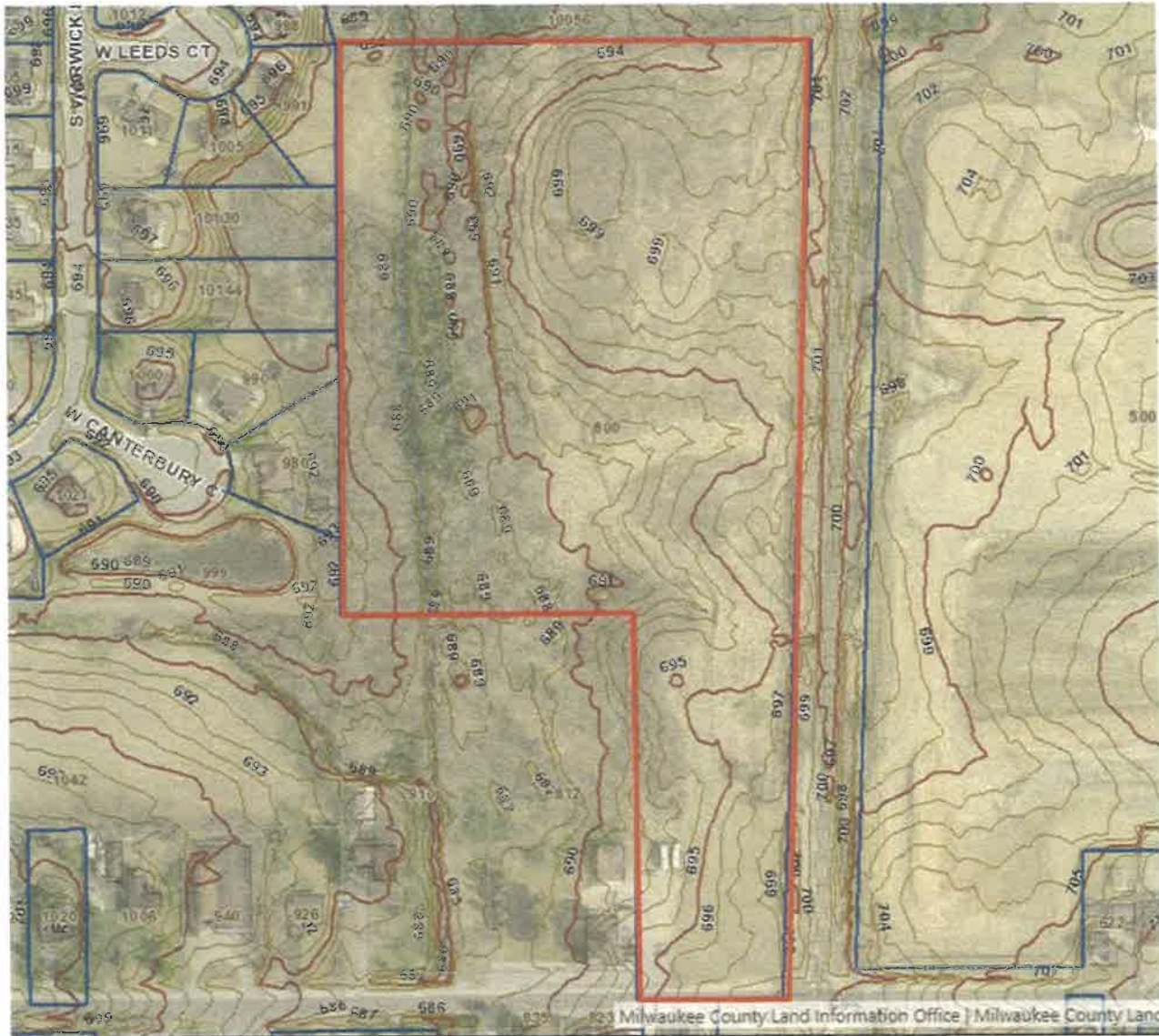


**4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone (262) 790-1400
Fax (262) 790-1421**



DRAFTED THIS 27th DAY OF JULY, 2023
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 22-056-1169-01
SHEET 4 OF 7



Project Area
outlined in red

Source: Milwaukee County
GIS Website

800 W. Oakwood Rd., Oak Creek

Contour Topography

Figure 3



Project Area
outlined in red

Source: NRCS Web Soil
Survey, soils descriptions
follow



800 W. Oakwood Rd., Oak Creek

NRCS Soil Survey

Figure 4



Project Area
outlined in red

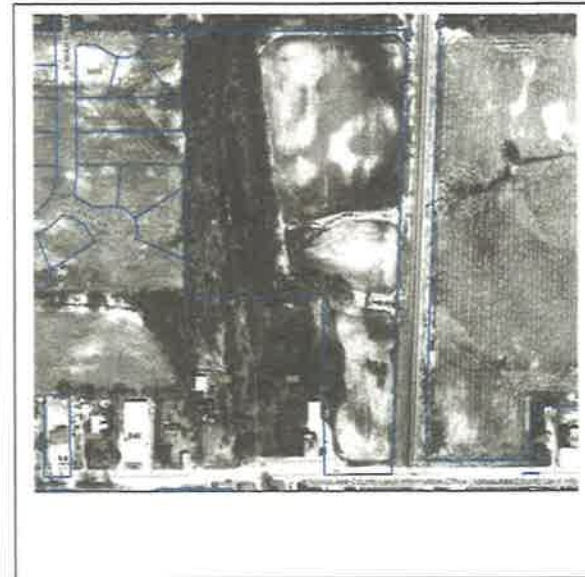
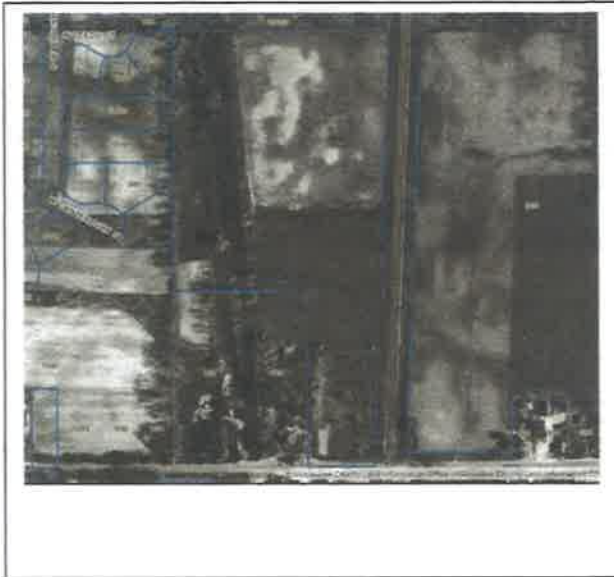
Source: WDNR Surface Water
Data Viewer



800 W. Oakwood Rd., Oak Creek

Wisconsin Wetland Inventory

Figure 5



upper left 1951
upper right 1995
lower left 2005
lower right 2013



Source: Milwaukee County
GIS Website & Google Earth
Pro

800 W. Oakwood Rd., Oak Creek

Historic Aerials

Figure 6



Key	
Data point (midpoint of #)	1
Approx. delineated wetland boundary	—
Culvert	●—●
Upland Drainageway	—●—



Project Area outlined in red

Source: Milwaukee County GIS 2018 aerial

800 W. Oakwood Rd., Oak Creek

Data Point Locations and Site Overview

Figure 7





COMMON COUNCIL REPORT

Item: Royal Estates Condo Storm Water Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 12503-060424, a resolution approving a Storm Water Management Practices Maintenance Agreement with OAK CREEK RESIDENCES, LLC, for the single-family attached development located at 9102 S. 27th Street (Tax key No. 878-9014-000) (6th District).

Fiscal Impact: None. The owner is responsible for all costs per the Storm Water Management Practices Maintenance Agreement.

- 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 proposed development, consisting of 10 single-family attached buildings (a maximum of 36 single-family attached units), located at 9102 S. 27th Street requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:

Maxwell Gaggin, MPA
Deputy City Administrator / Finance Officer

Approved:

Matthew J. Sullivan, PE
Assistant City Administrator/Engineer

Attachments: Resolution No. 12503-060424, Storm Water Management Maintenance Agreement

RESOLUTION NO. 12503-060424

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT WITH OAK CREEK RESIDENCES, LLC FOR THE
SINGLE-FAMILY ATTACHED DEVELOPMENT LOCATED AT 9102 S. 27TH STREET

TAX KEY NO. 878-9014-000

(6TH ALDERMANIC DISTRICT)

WHEREAS, OAK CREEK RESIDENCES, LLC (Owner), requires onsite storm water management practices for their proposed 10 single-family attached buildings, and,

WHEREAS, the City requires that the Owner enter into a Storm Water Management Practices Maintenance Agreement, and,

WHEREAS, the required Storm Water Management Practices Maintenance Agreement has been prepared and signed by the Owner,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached Storm Water Management Practices Maintenance Agreement, as signed by the Owner, is hereby approved by the City.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute the attached agreement on behalf of the Common Council of the City of Oak Creek and upon execution by both the City of Oak Creek and the Owner, the City Attorney is hereby authorized and directed to record the same in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of June, 2024.

Passed and adopted this 4th day of June, 2024.

Approved this 4th day of June, 2024.

Common Council President Kenneth Gehl

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

Document Number	ROYAL ESTATES Storm Water Management Practices Maintenance Agreement Document Title	
		Recording Area
		Matthew J. Sullivan Engineering Department 8040 S. 6 th Street Oak Creek, WI 53154 <small style="text-align: right;">Name and Return Address</small>
		878-9014-000 <small>Parcel Identification Number (PIN)</small>

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of MAY, 2024, by and between OAK CREEK RESIDENCES, LLC hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Oak Creek, County of Milwaukee, State of Wisconsin, to-wit:

Lot 1 of Certified Survey Map No. 9504 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on July 18, 2023, as Document No. 11352593 and being part of the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 22 East of the Fourth Principal Meridian, being in the City of Oak Creek, County of Milwaukee, State of Wisconsin, NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

Described lands having an area of 624,082 square feet or 14.327 acres,

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Royal Estates Condominium, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the City and the Owner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Oak Creek, require that on-site storm water management practices as defined in Section 13.103 of the Oak Creek Municipal Code be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to ensure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas, roof detention, and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with

the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.

5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain, or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Owner, its successors and assigns, including any homeowners association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Detention Basin Maintenance Standards (Exhibit B).
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

OAK CREEK RESIDENCES, LLC

G. S. Gogineni

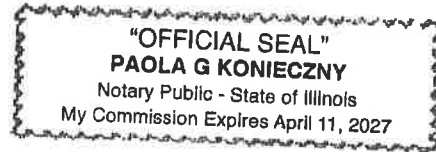
Sivarama Krishna Gogineni, President

The foregoing Agreement was acknowledged before me this 16 day of May, 2024,
by the above named SIVARAMA KRISHNA GOGINENI.

Paola G Konieczny

NOTARY PUBLIC

My Commission Expires: April 11, 2027



CITY OF OAK CREEK, WISCONSIN

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2024,
by the above-named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

NOTARY PUBLIC

My Commission Expires: _____

This document was prepared by Ashley N. Kiepczynski, P.E. of the City of Oak Creek Engineering Division.

Approved as to Form:

City Attorney

Date



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

Detention Basin Type: Wet Pond _____ Underground _____
 Extended Dry _____ Bioretention _____
 Artificial Wetland _____

Location: _____

Watershed _____

Items Inspected (Pond components)	Checked (Yes/ No/ NA)	Maintenance Needed (Yes/ No/ NA)	Remarks
Embankment and Emergency spillway			
1. Trash and debris			
2. Vegetation and ground cover adequate			
3. Embankment erosion			
4. Animal burrows			
5. Unauthorized plantings/tree growth			
6. Cracking, bulging, or sliding of embankment			
a. Upstream face and toe of slope			
b. Downstream face and toe of slope			
7. Settlement			
8. Seeps/leaks on downstream face			
9. Emergency spillway			
a. Clear of trash and debris			
b. Settlement			
c. Slope protection or riprap failures			
10. Other (specify)			
Inlet/Outlet Structures			
Type: Pipe (RCP/CMP/Plastic)			
Stand pipe/inlet box with orifice			
Weir (V-notch/Rectangular)			
Other _____			
1. Erosion/scouring/undermining at inlet or outlet			
2. Primary outlet structure			
a. Debris or sediment removal necessary			
b. Damaged			
c. Orifice plate damaged, out of place or missing			
3. Trash rack/hood maintenance			
a. Trash or debris removal necessary			
b. Damaged or missing			
c. Corrosion/rust control			
Pond Bottom/Pool Area			
1. Sediment accumulation (estimate depth)			
2. Water level at normal pool elevation			
3. Oil sheen on water			

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Side Slopes and Embankments	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	Unless designated by the Common Council as a nature center or wildlife preserve, if the facility is located in a platted subdivision, multi-family apartment complex, planned development or a mobile home district, mowing is needed when vegetation exceeds 6 inches in height. In all other areas, mowing is needed when vegetation exceeds one foot in height. Mowed vegetation should be removed from areas where it could enter the pond, either when the pond level rises or by rainfall runoff.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Trees and bushes should be removed where they interfere with pond maintenance activities; that is, at the inlet, outlet and near engineered structures. Nature centers and wildlife preserves should follow the maintenance guidelines in the approving resolution and approved storm water management plan.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
	Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal or equipment movements).	Trees do not hinder maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rock rip-rap, planting of grass, erosion mat, compaction.
Inlet/ Outlet Pipe	Debris and Sediment	Sediment and/or debris clogging more than 10% of the pipe opening.	No clogging or blockage in the inlet and outlet piping.
	Damaged	Rust is causing more than 50% deterioration to any part of metal pipes, cracks in plastic pipe or cracks or exposed rebar in concrete pipes.	Pipe repaired or replaced.
		Any dent that decreases the cross section area of pipe by more than 10% or retards the flowage of water.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet pipes; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
	Damaged or Missing Orifice Plate	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Orifice Plate Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Trash Racks/Hoods	Trash and Debris	Trash or debris that is plugging more than 20% of the openings in the barrier.	Barrier clear to receive capacity flow.
	Damaged/ Missing Bars or Hood.	Bars or hood are bent out of shape more than 3 inches.	Bars in place with no bends more than 3/4 inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Repair or replace barrier to design standards.
Pool Area	Sediment Accumulation in Pond Bottom	Sediment accumulations in pond bottom that exceeds the design sediment depth.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
	Water Level	Water level does not drain down to normal designed pool elevation.	Check outlet structure and downstream conveyance system for obstructions.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Remove oil from water by use of oil-absorbent pads or by vacator truck. Refer problem to locate source and correct.
Emergency Overflow/Spillway and Dikes	Settlements	Any part of these components that has settled 4-inches lower than the design elevation, or inspector determines dike/ berm is unsound.	Dike should be built back to the design elevation and repaired to specifications.
	Rock Missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top emergency spillway.	Replace rocks to design standards.



COMMON COUNCIL REPORT

- Item:** Fire Training Facilities and Services Intergovernmental Agreement (IGA)
- Recommendation:** That the Common Council adopt Resolution No. 12504-060424, approving an IGA for training facilities and services with the City of Wauwatosa Fire Department.
- Fiscal Impact:** 2024 IGA fees (prorated) and other incidental costs would be \$3,000 to \$4,000, with the IGA fees paid from the department's training line item and other costs paid from associated line items. 2025 fees are anticipated to be in the range of \$4,000 to \$5,000, dependent on the number of recruits and available instructors. For reference, past recruit academy efforts have typically incurred costs of \$2,000 to \$3,000.
- 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

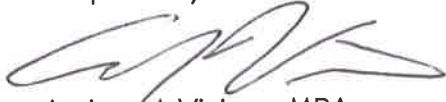
Background: Participation in a comprehensive initial recruit training program for newly hired Firefighters is critical to insure that our newest members are not only adequately prepared to perform effectively during emergency incidents, but that they are also able to execute the functions of their job safely. Since 2021, Oak Creek Fire Department recruits have participated in a four-week initial training program that was developed in collaboration with the Greenfield and Greendale Fire Departments. This "southside" recruit training program not only trained nine current department members, but also numerous other firefighters from neighboring departments.

Unfortunately, continued operation of the southside training program has become unsustainable, mainly due to the lack of a dedicated training facility and reduction in available instructors. In order to continue to provide essential recruit training, the department is recommending approval of this IGA supporting participation in the Joint Fire Training Academy (JFTA) hosted by the Wauwatosa Fire Department. The JFTA has been in existence since 2012, mainly serving the departments from Wauwatosa, West Allis, North Shore, and St Francis. The JFTA is a five week training program that addresses our current recruit training gaps: It is hosted at a dedicated fire training facility and is overseen by a cadre of regular instructors from the participating departments. Training content provided through JFTA is consistent with the curriculum previously distributed through our southside academy, and utilizes operational procedures and guidelines common to all Milwaukee County fire departments.

The department has tested the JFTA model through trial participation by one of our newest members and found the program to adequately meet our training needs. The department is recommending approval of this IGA.

Options/Alternatives: NA

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Michael A. Kressuk, Jr
Fire Chief

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments:

Fire Training Facilities and Services IGA

Resolution No. 12504-060424

RESOLUTION NO. 12504-060424

RESOLUTION APPROVING THE CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR TRAINING FACILITIES AND SERVICES RELATING TO FIRE/RESCUE AND EMERGENCY MEDICAL SERVICES

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Co-Operative Intergovernmental Agreement for Training Facilities and Services Relating to Fire/Rescue and Emergency Medical Services (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Fire Chief is authorized to execute the Agreement and any necessary accompanying documents to effectuate the terms of the Agreement.

BE IT FURTHER RESOLVED that technical corrections or amendments to the Agreement that do not substantively change the terms and that are approved by the Fire Chief and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4th day of June, 2024.

Passed and adopted this ____ day of _____, 2024.

Kenneth Gehl, Common Council President

Approved this this ____ day of _____, 2024.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR TRAINING FACILITIES AND SERVICES
RELATING TO FIRE/RESCUE AND EMERGENCY MEDICAL SERVICES

This Intergovernmental Cooperation Agreement (“Agreement”), dated 10/04/2021, is entered into pursuant to Section 66.0301 Wis. Stats. by and between the City of Wauwatosa, (“WUFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Brookfield (“CBFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of West Allis (“WAFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of St. Francis (“SFFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Greenfield (“GFFD”) a Wisconsin Municipal corporation on behalf of its Fire Department, the City of Oak Creek (“OCFD”) a Wisconsin Municipal corporation on behalf of its Fire Department Milwaukee County Fire Department (“MCFD”), and the North Shore Fire Department, (“NSFD”) a fire and emergency services department jointly owned and operated, by the Villages of Bayside, Brown Deer, Fox Point, River Hills, Shorewood, Whitefish Bay, and the City of Glendale, (all Wisconsin municipal corporations). The Fire Departments are individually or collectively referred to hereafter as DEPARTMENT or DEPARTMENTS.

WHEREAS:

- A. Each DEPARTMENT recognizes that sharing resources, including training facilities and related services, promotes the cost effective and efficient use of public resources.
- B. The DEPARTMENTS have specifically identified that sharing of training facilities, equipment and personnel will mutually benefit the communities they serve by reducing the amount of staff and equipment required by each DEPARTMENT, allowing the DEPARTMENTS to share in the strength and expertise maintained by their respective training personnel and innumerable other ways.
- C. The DEPARTMENTS desire to enter into an AGREEMENT to establish procedures for sharing training facilities, equipment, materials and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

- 1. The DEPARTMENTS agree to share resources from time to time and to the extent mutually agreed by the DEPARTMENTS. Each DEPARTMENT shall appoint a representative (each may appoint one or more such representatives) who shall have authority to approve the sharing of specific resources as the requests arise. Each DEPARTMENT will notify in writing the other of the appointed representative(s).
- 2. Representatives of the DEPARTMENTS shall meet at least annually to discuss the facilities, resources and potential projects that may impact this AGREEMENT.

3. The DEPARTMENTS agree to abide by policies adopted by representatives of the DEPARTMENTS for use of facilities and equipment. All policies applicable to the facility and related equipment will be provided to the Fire Chief of each participating agency at least annually and when added to and/or updated.
4. The types of resources to be shared include but are not limited to:
 - Training Staff may train staff from the other DEPARTMENT;
 - Training structures, props, and equipment, may be borrowed and operated by the other DEPARTMENT
5. If resources are requested by one DEPARTMENT (USER DEPARTMENT) from the other (PROVIDING DEPARTMENT), the PROVIDING DEPARTMENT will provide a cost estimate for those resources, if requested. Reasonable overhead costs may be included. The participating DEPARTMENTS shall agree on the charges before the work is performed or the equipment shared.
6. Services, equipment or material will be provided upon reasonable request at mutually convenient times and locations. The PROVIDING DEPARTMENT has the sole discretion to honor a request and may refuse to do without any obligation to the USER DEPARTMENT. Equipment or personnel shall be returned at the PROVIDING DEPARTMENT'S request as soon as reasonably possible.
7. The PROVIDING DEPARTMENT shall maintain an accurate accounting of reimbursable charges, track expenditures and provide an itemized bill to the USER DEPARTMENT if applicable.
8. The DEPARTMENTS shall reconcile the amounts owed to each other at least every 30 days and, when practical, offset the respective charges rather than exchanging payments.
9. Each DEPARTMENT will provide funding in accordance as outlined in the chart below annually for the maintenance and upkeep of the training facility located at 11100 W. Walnut Rd. WAUWATOSA will be the DEPARTMENT for this cost. WAUWATOSA will segregate the funds from general operating and capital funds and designate these funds specifically for training facility. This obligation to make annual maintenance payments shall continue as long as WAUWATOSA allows the use of its training facility by the DEPARTMENT. If WAUWATOSA terminates the Agreement under No. 16 below, then the DEPARTMENTS shall be entitled to a refund of their respective annual capital expense fee, prorated to the amount of time remaining in the current annual period. All contributions will increase annually by the Milwaukee area total CPI for the previous calendar year not to exceed 2%.

Capital Expenses (Annual) 2024							
NSFD	WUFD	WAFD	SFFD	CBFD	MCFD	GFFD	OCFD
\$6,120	\$6,120	\$3,060	\$2,040	\$5,100	\$2,040		
Instructor Fee (if students enrolled in JFTA)							
NSFD	WUFD	WAFD	SFFD	CBFD	MCFD	GFFD	OCFD
\$0	\$0	\$0	\$1,020	N/A	\$1,020		
Expendable Supplies (Per student enrolled in JFTA)							
NSFD	WUFD	WAFD	SFFD	CBFD	MCFD	GFFD	OCFD
\$200	\$200	\$200	\$200	N/A	\$200		

10. WAUWATOSA has complete discretion on the potential change of use of the property at 11100 W. Walnut Rd. This agreement does not imply ownership of the property or related facilities and equipment on the property by the DEPARTMENTS.
11. Contribution of funds in addition to the annual payment identified in #9 above for the training facilities, props and related equipment must be mutually agreed to by all the parties.
12. Nothing in this AGREEMENT shall alter the employment status of any employees providing services under this AGREEMENT. Such employees shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. The USER DEPARTMENTS shall not be responsible for any salaries, wages, compensation or benefits for the PROVIDING DEPARTMENT'S employees performing services to a USER DEPARTMENT under this AGREEMENT.
13. Each DEPARTMENT shall be solely responsible for its own acts and those of its employees under this AGREEMENT. The employees that may provide services under this AGREEMENT shall continue to be the employees of his or her employing DEPARTMENT and shall be covered by his or her employing DEPARTMENT for purposes of worker's compensation, unemployment insurance, benefits under ch. 40 Wisconsin statutes and any civil liability. Any employee while receiving or providing training services under this AGREEMENT is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing DEPARTMENT.
14. None of the DEPARTMENTS shall be responsible or liable for consequential damages to the other DEPARTMENTS arising out of providing or using training services or resources, equipment or services under this AGREEMENT.
15. Each DEPARTMENT has insurance covering the facilities and equipment that may be used by the other DEPARTMENT. The parties agree to hold each other harmless for damages to property,

damage to or loss of equipment, injury to personnel or repayment of compensation arising as a result of services or use of resources under the AGREEMENT. Each DEPARTMENT will provide a copy of this signed AGREEMENT to its insurance carrier and confirm in writing that its facilities and equipment are adequately insured while shared under this AGREEMENT. The general liability and automobile liability policies covering each DEPARTMENT are to contain, or be endorsed to contain, the following provisions:

(WUFD/CBFD/WAFD/SFFD/MCFD/NSFD/GFFD/OCFD), its elected and appointed officials, officers, employees or authorized representatives, are to be provided additional insured status as respects: liability arising out of activities performed and vehicles owned, leased, hired or borrowed. The coverage shall contain no special limitations on the scope of protection afforded to (WUFD/CBFD/WAFD/NSFD/MCFD/SFFD), its elected and appointed officials, officers, employees or authorized representatives.

16. The parties acknowledge that each is a governmental entity entitled to governmental immunity under the common law and under Sections 893.80, 345.05, and 895.52 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Sections 893.80, 345.05, and 895.52 of the Wisconsin Statutes or any amendments thereof. The parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.
17. This Agreement may be amended at any time by unanimous consent of the parties as determined by the governing units of the parties.
18. Additional entities may become parties to this Agreement upon acceptance and execution of this Agreement, and sending the executed Agreement to all parties.
19. This Agreement shall be binding for not less than one (1) year from its effective date. Thereafter, this Agreement shall automatically renew annually. However, any party may withdraw from the Agreement by providing written notice no later than July 1st. The withdrawal shall not be effective until January 1st of the following year after notice thereof has been served upon or sent to all other parties. The withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties. The Agreement may be terminated at any time after the initial duration of the Agreement by unanimous consent of the parties as determined by the governing units of the parties. For the purposes of this paragraph, notice shall be delivered to each DEPARTMENT'S Fire Chief.

20. Each party shall defend, indemnify and hold harmless and defend the other party and its officials, officers, departments, agencies, committees, board members, representatives, employees, agents, contractors and attorneys (collectively, "INDEMNIFIED PARTIES") against any and all liability, loss, claims, demands, adverse administrative law violations, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses (including reasonable attorney fees and all other costs and expenses of litigation), of every kind and description, or damage to persons or property of others, arising out of or in connection with, or occurring during, the course of this Agreement where such liability is founded upon or occurring out of, the acts or omissions of that DEPARTMENT, its agents, assigns, or employees. Each party agrees to protect itself and the other party under this indemnity agreement with the insurance coverages and securities set forth in this agreement. To the extent that indemnification is available and enforceable, it is agreed the parties or their insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability for municipal claims established by Wisconsin law.
21. Survival of Provisions. All indemnification obligations of each party under this Agreement shall survive the expiration or earlier termination of this Agreement with respect to any and all claims and causes of action arising from events occurring prior to the expiration or termination of this Agreement. Such obligations shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire.
22. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the parties declare that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraph, or other parts have been declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard any invalidation.
23. This Agreement shall be effective upon proper approval and execution hereof by at least two parties. The effective date shall be the date upon which the second party executed the Agreement. As to all subsequently added parties, the effective date shall be the date upon which the newly added party properly executed the Agreement.

NOW, THEREFORE, in acknowledgement of the acceptance of this Agreement, each of the parties have caused this CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR TRAINING FACILITIES AND SERVICES RELATING TO FIRE/RESCUE AND EMERGENCY MEDICAL SERVICES to be duly

executed in its name and behalf by its authorized representatives, who have signed with concurrence of a majority of its governing board.

END OF TERMS – SIGNATURE PAGE FOLLOWS

CITY OF WAUWATOSA

James Case

10/04/2021

James Case, Fire Chief

Date

CITY OF OAK CREEK

SIGNED BY APPROPRIATE PARTY

Date



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the 2024-25 renewal alcohol beverage license requests as listed on the 6/5/24 - Report A License Committee Report, with issuance subject to pending inspection approvals and payment of any fees or obligations.

Fiscal Impact: License fees in the amount of \$42,135.00 were collected. Additional fees in the amount of \$750.00 will be collected prior to the release of one license with a fee balance.

- 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 attached listing shows the renewal alcoholic beverage license applications received for the period of July 1, 2024 through June 30, 2025.

License Committee met on May 14, 2024 to review renewal applications, as required by State Statute. A recommendation was made at that meeting for approval, with release of each license subject to payment of any fees due and receipt of final department approvals, as listed.

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
Deputy City Administrator / Finance Officer

Attachments: 2024-25 Liquor License listing

CLASS A BEER / CLASS A LIQUOR (CIDER ONLY)

- Pilot Travel Centers LLC dba Pilot Travel Center #040, 5508 Lanas Dr., Knoxville, TN 37909, Location: 2031 W. Ryan Rd.
- Speedway LLC dba Speedway #4462, 8667 S. Howell Ave.

CLASS A COMBINATION

- Aldi, Inc. (Wisconsin) dba Aldi #01, 9342 S. 13th St., Oak Creek, WI 53154, Location: 6810 S. 27th St.
- Aldi, Inc. (Wisconsin) dba Aldi #91, 9342 S. 13th St., Oak Creek, WI 53154, Location: 410 W. Drexel Ave.
- AT Mart, Inc. dba Oak Creek Shell, 1200 W. Rawson Ave.
- Chohan Brothers II, Inc. dba Ryan Road Mobil, 9444 S. Chicago Rd.
- 7-Eleven, Inc. dba 7-Eleven #35841J, PO Box 139044, Dallas, TX 75313, Location: 1225 W. Rawson Ave.
- Fortune Inc. dba Discount Smokes & Spirits, 2111 E. Rawson Ave.
- Gary's Corporation of Oak Creek dba Gary's Beer & Liquor, 9555 S. Howell Ave.
- Kwik Trip, Inc. dba Kwik Trip #976, PO Box 2107, LaCrosse, WI 54602, Location: 6300 S. 27th St.
- Kwik Trip, Inc. dba Kwik Trip #290, PO Box 2107, LaCrosse, WI 54602, Location: 7880 S. 10th St.
- Kwik Trip, Inc. dba Kwik Trip #422, PO Box 2107, LaCrosse, WI 54602, Location: 9535 S. 13th St.
- Kwik Trip, Inc. dba Kwik Trip #576, PO Box 2107, LaCrosse, WI 54602, Location: 2040 W. Ryan Rd.
- Love's Travel Stops & Country Stores, Inc. dba Love's Travel Stop #432, PO Box 26210, 10601 N. Pennsylvania Ave., Oklahoma City, OK 73126, Location: 9650 S. 20th St.
- Mega Marts, LLC dba Pick 'n Save # 348, PO Box 305103, Nashville, TN 37230, Location: 6462 S. 27th St.
- Mega Marts, LLC dba Pick 'n Save # 387, PO Box 305103, Nashville, TN 37230, Location: 2320 W. Ryan Rd.
- Mega Marts, LLC dba Pick 'n Save # 862, PO Box 305103, Nashville, TN 37230, Location: 8770 S. Howell Ave.
- Meijer Stores Limited Partnership dba Meijer Store # 283, 2929 Walker Ave NW, Grand Rapids, MI 49544, Location: 171 W. Town Square Way.
- Meijer Stores Limited Partnership dba Meijer Gas Station # 283, 2929 Walker Ave NW, Grand Rapids, MI 49544, Location: 8031 S. Howell Ave.
- P & K Kooner LLC dba Checker Liquor, 9110 S. Chicago Rd.
- RAB Supermarkets, LLC dba Piggly Wiggly #342, 5201 Washington Ave., Racine, WI 53406, Location: 2201 E. Rawson Ave.
- Rasleen Gas & Food Mart, Inc. dba B.P., 9502 S. Howell Ave.
- Rawson Citgo LLC dba Rawson Citgo, 150 W. Rawson Ave.
- Sal's Beer & Wine LLC dba Sal's Beer & Wine, 7872 S. Howell Ave.
- Spring South, LLC dba BP W Discount Liquor, 9510 S. 27th St.
- Target Corporation dba Target Store T-1925, 1000 Nicollet Mall, Minneapolis, MN 55403, Location: 8989 S. Howell Ave.
- Walgreen Co. dba Walgreens #04887, PO Box 901 Deerfield, IL 60015; Location: 9449 S. Howell Ave.
- Woodman's Food Market, Inc. dba Woodman's Food Market, 2631 Liberty Ln., Janesville, WI 53545, Location: 8131 S. Howell Ave.

CLASS B BEER

- Georgie Porgie's Ltd. dba Georgie Porgie's, 9555 S. Howell Ave.
- Drexel Hotel Master Tenant, Inc. dba TownePlace Suites, 7980 S. Market St.

CLASS B BEER / CLASS C WINE

- BWG Designs LLC dba Board & Brush Oak Creek, 3210 97th St., Sturtevant, WI 53177, Location: 8880 S. Howell Ave., Suite 860.
- Oak Pro III LLC dba Candlewood Suites, 6440 S. 13th St.
- Panda Gourmet, LLC dba Panda Gourmet, 8880 S. Howell Ave., #900.
- The Waters Senior Living Management LLC dba The Waters of Oak Creek, 1600 Hopkins Crossroad, Minnetonka, MN 55305, Location: 8000 S. Market St.

CLASS B COMBINATION

- 8950 LLC dba Ayra's Liquor & Cigar, 2714 4 ½ Mile Rd., Racine, WI 53402, Location: 8950 S. 27th St.
- BelAir Cantina Oak Creek Inc. dba BelAir Cantina, 410 W. Town Square Way.
- Blazin Wings, Inc. dba Buffalo Wild Wings, 3 Glenlake Pkwy, Atlanta, GA 30328, Location: 8171 S. Howell Ave.
- Brickler's Restaurant LLC dba Cosina Caliente, 939 E. Rawson Ave., Oak Creek, WI 53154, Location: 1000 E.

Rawson Ave.

- Cellar on Oakwood LLC dba the Cellar, 811 E. Elm Rd., Location: 812 W. Oakwood Rd.
- Classic Oak Creek Bowling LLC dba Classic Lanes Oak Creek, 7501 S. Howell Ave.
- Comfort South, Inc. dba Comfort Suites, 6362 S. 13th St.
- CUB DTS, LLC dba Cubanita's, 7973 S. Main St.
- EAK Inc. dba Erv's Mug, 130 W. Ryan Rd.
- John P. Sagan, Joyce M. Mueller (PTNSHP) dba Cozy Inn, 9509 S. Chicago Rd.
- KMDG LLC dba Branded Steer, 1299 W. College Ave.
- Lotus Restaurant, LLC dba Lotus Restaurant, 9011 S. Howell Ave.
- Marcus Cinemas of Wisconsin LLC dba South Shore Cinemas, 100 E. Wisconsin Ave., #1900, Milwaukee, WI 53202, Location: 7241 S. 13th St.
- Maria Cobian (Ind) dba Victor's Again, 9117 S. 5th Ave.
- Milwaukee Yard Corporation dba Milwaukee Yard, 7727 S. Longwater Dr.
- Oak Creek Community Center, Inc. dba: Oak Creek Community Center, 8580 S. Howell Ave.
- Double Cs Diner LLC dba Oak Creek Diner, 6874 S. 13th St.
- Oelschlaeger-Dallmann Post No. 434 of the American Legion Dept of Wisconsin dba American Legion Post 434, 9327 S. Shepard Ave.
- Old Skoolz LLC dba South Bound Again, 7322 S. Tifton Dr., Franklin, WI. Location: 9504 S. Chicago Rd.
- Olive Tree Café, LLC dba Olive Tree Café, 3570 E. Puetz Rd.
- CCR Partners, LLC dba Trattori di Carlo, 8469 S. Howell Ave.
- St. Ledger Enterprises, Inc. dba Oak Hills Golf, 10360 S. Howell Ave.
- The Char-Grill Inc. dba The Charcoal Grill & Rotisserie, 16840 W. Cleveland Ave., New Berlin, Location: 111 W. Ryan Rd.
- WSB Oak Creek Restaurant LLC dba Water Street Brewery, 1122 N. Edison St., Milwaukee, WI 53202, Location: 140 W. Town Square Way.
- SBG Apple North XI, LLC dba Applebee's Neighborhood Grill & Bar, 12540 W. Atlantic Blvd., Coral Springs, FL 33071, Location: 7135 S. 13th St.
- Woodland Golf Inc. dba Woodland Golf Course, 3027 E. Elm Rd., Oak Creek, WI 53154, Location: 3025 E. Elm Rd.

RESERVE CLASS B COMBINATION

- Cozumel LLC dba Cozumel, 8201 S. Howell Ave., #700.
- D'Vine LLC dba D'Vine, 7228 S. 27th St.
- First Watch Restaurants, Inc. dba First Watch #6010, 8725 Pendery Pl, #201. Location: 120 W. Town Square Way, #200
- Oak Pro II LLC dba Fairfield Inn & Suites, 6460 S. 13th St.
- Pub 41 LLC dba Pub 41, 9510 S. 27th St.
- Ilirjan Basho (Ind) dba Sopot Coffee, 2191 E. Rawson Ave.
- A1 Investments LLC dba Sports Café, 928 E. Rawson Ave.
- Texas Roadhouse Holdings LLC dba Texas Roadhouse, 6040 Dutchmans Lane, Louisville, KY 40205, Location: 1489 W. Broadwick Pl.



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 6/4/24 - Report B License Committee Report.

Fiscal Impact: License fees in the amount of \$5,685.00 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: (Department approval and favorable background reports received for all items listed).

1. Grant an Operator’s license to:
 - * Amy C. Hill (Aldi)
 - * Casey C. Chastain (Rawson Citgo)
 - * Kasey K. Rose (TownePlace Suites)
2. Grant a 2024 Transient Merchant solicitor license to the following solicitors selling roofing and siding home improvement products for Duration Exteriors, LLC (company license was approved 5/7/24):
 - * Violeta Barrost
 - * Alejandro Ruiz, Jr.
3. Grant a 2024 Transient Merchant Company license to Vesel Services, 215 S. 27th St., Caledonia, WI 53108, selling home exterior remodeling and repair products and services, and to the following solicitors:
 - * Joel T. McGuire
 - * Logan M. McGee
 - * Savon Norrington
 - * Gilbert L. Eatman
4. Grant a 2024 Transient Merchant Company license to 6592 Lake Rd., Suite D., Windsor, WI 53598, selling home exterior remodeling and repair products and services, and to the following solicitors:
 - * Barry W. Lervik
 - * Alexander J. Grahm
 - * Darren M. Jenkins
5. Grant a 2024-25 Amusement Device Operator and Amusement Devices License(s) to:
 - * Jimmy R. Brewer, Brewer Amusement Co., LLC, 412 Sparta St., McMinnville, TN 37110
 - * Reginald Zeniecki, Reggie’s Amusements LLC , 4198 S. Packard Ave., Cudahy, WI 53110

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller CME/WCMC
Deputy City Clerk

Fiscal Review:



Maxwell Gaglin, MPA
Deputy City Administrator / Finance Officer

Attachments: none



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the May 29, 2024 Vendor Summary Report in the total of \$507,196.97.

Fiscal Impact: Total claims paid of \$507,196.97.

- 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: Of note are the following payments:

1. \$29,235.90 to A M King (pg #1) for BD Bond Refund.
2. \$162,988.67 to All Ways Contractors (pg #1) for Abendschein parking lot and entrance road. Project #23003.
3. \$8,261.00 to Baycom, Inc. (pg #2) for body cameras and new squad equipment.
4. \$8,062.28 to City of Oak Creek (pg #7) for asset forfeitures.
5. \$89,911.28 to DM Investment Real Estate LLC (pg #3) for BD Bond Refund.
6. \$15,109.03 to Enterprise FM Trust (pg #13) for DPW vehicle lease monthly payment. Project #19024.
7. \$9,345.00 to JMB & Associates, LLC (pg #5) for Police Station and Fire Station No. 3 VFD replacement. Project #24008.
8. \$5,000.00 to John Schlueter (pg #5) for BD Bond Refund.
9. \$35,552.00 to Metro Sound & Video, Inc. (pg #6) for down payment on Multi Purpose Room AV upgrades.
10. \$34,746.48 to Oak Creek Water & Sewer Utility (pg #7) for developer costs for projects: Drexel Lift Station, Lakeshore Commons, Broadacre, Stonebrook, Hey Day, The Learning Experience, and Edgemont Estates.
11. \$5,000.00 to Pitney Bowes Bank Reserve Account (pg #8) for postage refill.
12. \$19,034.62 to WE Energies (pg #13) for street lighting, electricity & natural gas.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Finance & Accounting Manager

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator/Finance Officer

Attachments: 5/29/2024 Invoice GL Distribution Report