



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

COMMON COUNCIL MEETING AGENDA

JUNE 18, 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: 6/4/2024.

Recognition

4. **Resolution:** Consider Resolution No. 12505-061824, Resolution of Appreciation to Steven M. York, retiring Police Sergeant (by Committee of the Whole).

New Business

PUBLIC WORKS & UTILITY

5. **Motion:** Consider a motion to reject the bids for the S. Shepard Avenue Water Relay Project construction (Project No. 24115) (3rd District).
6. **Motion:** Consider a motion to reject the bids for the Water Valve Rehabilitation Project (Project No. 24116) (All Districts).

ENGINEERING

7. **Resolution:** Consider Resolution No. 12507-061824, approving the 1834 E. Oakwood Road Development Agreement with 999 OAK WOOD LLC for the design and construction of public improvements for the single-family residential parcel located at 1834 E. Oakwood Rd. (Tax Key No. 921-9037-000) (Project No. 24052) (3rd District).
8. **Motion:** Consider a motion to authorize the Engineering Department to enter into a contract for professional services not to exceed \$126,160 between the City of Oak Creek and Midwest Prairies, LLC, for the North Lakefront Bluff Native Vegetation management. (Project No. 23005) (4th 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>.

9. **Motion:** Consider a *motion* to award the Police Parking Lot Rehabilitation construction unit price contract to the lowest responsive, responsible bidder, Willkomm Excavating and Grading, Inc., at the estimated cost of \$431,697.10 (Project No. 24003) (5th District).
10. **Ordinance:** Consider *Ordinance* No. 3103, creating Section 10.41(a)(18) of the Municipal Code Prohibiting Parking on Heavy Traffic Routes (by Committee of the Whole).

LICENSE COMMITTEE

11. **Motion:** Consider a *motion* to approve the various license requests as listed on the 6/18/24 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

12. **Motion:** Consider a *motion* to approve the June 12, 2024 Vendor Summary Report in the amount of \$1,459,292.04 (by Committee of the Whole).
13. **Resolution:** Consider *Resolution* No. 12506-061824, authorizing payment of bills, debts and obligations (by Committee of the Whole).

MISCELLANEOUS

14. **Motion:** Consider a *motion* to convene into closed session pursuant to Wisconsin State Statutes Section 19.85, to discuss the following:
 - (a) Section 19.85(1)(e) to consider a Second Amendment to Tax Incremental District No. 13 Finance Development Agreement with F Street OCLV LLC.
15. **Motion:** Consider a *motion* to reconvene into open session.
16. **Motion:** Consider a *motion* to take action, if required.

Adjournment.

Public Notice

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

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

RESOLUTION NO. 12505-061824
BY: COMMITTEE AS A WHOLE

RESOLUTION OF APPRECIATION
TO
STEVEN M. YORK

WHEREAS, Steven M. York began his employment with the City of Oak Creek on August 14, 1995, as a full-time Police Officer; and

WHEREAS, during his twenty-eight years and ten months of service, Steven M. York has been an integral part of the Police Department, serving as a patrol officer early in his career, rising to the rank of Sergeant on March 15, 2010; and

WHEREAS, Steven M. York has been a valuable employee during his years of dedicated service with the Oak Creek Police Department, always striving to enhance the quality of life for the citizens of the City; and has been a great teammate for those he has worked with, and his dedication to the department; and

WHEREAS, Steven M. York received twenty combined Departmental Acknowledgements and Awards. Most notably are the Distinguished Service Cross from his actions with the kidnapping and possible active shooter incident in 2021, where his actions with his teammates saved lives and countless others from a violent offender, and the Life Saving Award in 2007 for his actions in saving a suicidal man who was on the railroad tracks with a train approaching him; and

WHEREAS, Steven M. York served with honor, passion and dedication on several sub-units of the Oak Creek Police Department: notably the Emergency Response Unit, K9 Unit, Property Room and Bike Unit. Through Steven M. York's tenacity and dedication, the Oak Creek Police Department is more prepared, capable, and ready to serve the citizens of Oak Creek; and

WHEREAS, for fourteen years Steven M. York served as a member of the Emergency Response Unit; serving as a chemical munitions expert and achieving the rank of Master Operator; and

WHEREAS, during Steven M. York's career he became a K9 Handler to K9 Ringo from 1997 through 2005. They were recognized for their work by the Oak Creek Police Department and by surrounding Police and Fire Departments. Furthermore, this K9 team won one gold medal and one silver medal at the 1997 Police & Fire Games; and

WHEREAS, Steven M. York served on several committees to include the Awards Committee and City's Safety Committee, as well as coordinating biohazards incidents at the Police Department; and

WHEREAS, Steven M. York is retiring from the Oak Creek Police Department after completing over twenty-eight years and ten months of full-time service to the City of Oak Creek.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek, for and on behalf of the citizens of the City of Oak Creek, that sincere gratitude and appreciation be extended to Steven M. York for his years of professional, dedicated and faithful service to the City of Oak Creek and the Police Department, and that the best wishes for good health and happiness be extended to Steven M. York and his family for future years.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and that the City Clerk is hereby directed to transmit a suitable copy thereof to Steven M. York.

Passed and adopted this 18th day of June, 2024.

President, Common Council

Approved this 18th day of June, 2024.

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

COMMON COUNCIL REPORT

Item: S. Shepard Avenue water relay rejection

Recommendation: That the Council considers a motion to reject the bids for the S Shepard Avenue water relay project construction. (Project No. 24115) (3rd Aldermanic District)

Fiscal Impact: The 2024 Capital Improvement Program budgeted \$650,000 for the project.

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 project would replace the 1958 12" cast iron and 1965 12" ductile iron pipe along S. Shepard Avenue between E. Puetz Road and E. Groveland Avenue. This is an area that has had 23 breaks on it over the years. It impacts Edgewood Elementary School, a day care and 11 homes. This is an area that is recommended for replacement in the water master plan. Based on only receiving one bid on the project and the cost being 61% higher than the engineering estimate, Engineering would recommend rebidding this project next year. Mid-City Corp was the sole bidder with a bid of \$843,315.50. This work was intended to be constructed between July 4 and the start of the school year in September.

Options/Alternatives: The Council could approve the project and amend the CIP budget.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



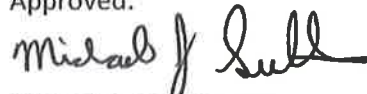
Brian L. Johnston, PE
Utility Engineer

Fiscal Review:



Kristina Strmsek
Finance & Accounting Manager

Approved:



Michael J. Sullivan, PE
General Manager

COMMON COUNCIL REPORT

Item: Water valve rehabilitation rejection

Recommendation: That the Council considers a motion to reject all of the bids for the water valve rehabilitation project. (Project No. 24116) (All Aldermanic Districts)

Fiscal Impact: The 2024 Capital Improvement Program budgeted \$350,000 for the project.

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: We have 36 valves that are jammed open due to the packing leaking. These valves need to be exposed and the packing replaced to stop the leaks. We also have several valves that need the bonnet bolts replaced. The project was bid out with two separate bid packages. The first bid package contained 34 valves and the second bid package contained 17 valves. We had estimated the project cost of \$10,000 per valve. The low bid average was \$16,990 per valve. The bolts and gasket for the repairs are under \$50. All the cost of the work is the excavation and restoration. It is recommended that Distribution complete this project as time allows. We received the following bids for the project.

	Mid-City Corp	American Sewer Services
Package #1	\$529,000.00	\$618,000.00
Package #2	\$337,500.00	\$313,000.00
Total Cost	\$866,500.00	\$931,000.00

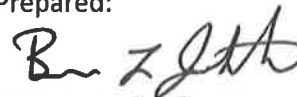
Options/Alternatives: The Council could approve the project and amend the CIP budget.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



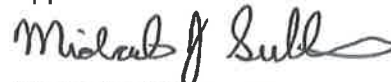
Brian L. Johnston, PE
Utility Engineer

Fiscal Review:



Kristina Strmseck
Finance & Accounting Manager

Approved:



Michael J. Sullivan, PE
General Manager



COMMON COUNCIL REPORT

Item: 1834 E Oakwood Road Development Agreement

Recommendation: That the Common Council adopts Resolution No. 12507-061824 approving the 1834 E Oakwood Road Development Agreement with 999 OAK WOOD LLC for the design and construction of public improvements for the single-family residential parcel located at 1834 E Oakwood Road. (Tax Key No. 921-9037-000) (Project No. 24052) (3rd District).

Fiscal Impact: Developer will be responsible for their established share of the costs related to the work covered under this Development 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: 999 OAK WOOD LLC has proposed developing lands at 1834 E. Oakwood Road, for a single-family residential parcel. This Development Agreement establishes the developer's responsibilities and obligations for the installation of the public infrastructure required for a functional site development. The public infrastructure includes sanitary sewer only. The existing sanitary sewer along E. Oakwood Road will be extended to service 1834 E. Oakwood Road. The agreement outlines that the design and construction of these facilities will be in accordance with all City and other applicable local and state codes, and that they will be inspected by the City during construction and funded by the developer.

Options/Alternatives: If the Development Agreement is not approved the public improvements would not be permitted to be installed and the site would remain in its current undeveloped state.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:

Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Approved:

Matthew J. Sullivan, PE
Assistant City Administrator / Engineer

RESOLUTION NO. 12507-061824

BY: _____

**RESOLUTION APPROVING THE
1834 E OAKWOOD ROAD DEVELOPMENT AGREEMENT**

TAX KEY NO. 921-9037-000

(3rd ALDERMANIC DISTRICT)

WHEREAS Chapter 14 of the City of Oak Creek Municipal Code requires that a Development Agreement be entered into prior to the required public improvements being installed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the Development Agreement, attached hereto and incorporated herein by reference, by and between 999 OAK WOOD LLC and the CITY OF OAK CREEK, is hereby approved.

BE IT FURTHER RESOLVED that any necessary technical corrections to the Development Agreement that are approved by the City Engineer and City Attorney are hereby authorized.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Development Agreement on behalf of the City, and upon execution by both the City and the Developer, the City Clerk is hereby 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 18th day of June, 2024.

Passed and adopted this 18th day of June, 2024.

Kenneth Gehl, Common Council President

Approved this 18th day of June, 2024.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

1834 E OAKWOOD ROAD
DEVELOPMENT AGREEMENT
Document Title

Document Number

Recording Area

Name and Return Address:
Matthew J. Sullivan, PE
8040 South 6th Street
Oak Creek, WI 53154

921-9037-000

Identification Number (Pin)

THIS AGREEMENT, made and entered into this ___ day of _____, 2024, by and between 999 OAK WOOD LLC hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City", each a "Party" and both the "Parties";

WITNESSETH:

OWHEREAS, the Developer proposes to develop the following described lands situated in the City of Oak Creek, County of Milwaukee and State of Wisconsin, to-wit:

Lot 1, of Certified Survey Map No.7679 as recorded in the Register of Deeds office for Milwaukee County as Document No. 09143051, located in the Southeast ¼ and the Southwest ¼ of the Southwest ¼ of Section 27, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin:

Said parcel containing 18,816 square feet or 0.4320 acres, hereinafter called the "Property";
and

WHEREAS, the Developer has submitted a proposed plan titled "1834 East Oakwood Road", Tax Key No. 921-9037-0000, encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City Municipal Code for the purpose of creating a single-family residential parcel, hereinafter called the "Development": and

WHEREAS, the development plan was conditionally approved by the City of Oak Creek Water & Sewer Utility, subject, however, to the Developer entering into an agreement with the City relative to certain undertakings and/or actions to be performed by the Developer prior to final approval of the Development by the City; and

WHEREAS, Sec. 236.13(2)(a), Wis. Stats., and Chapter 14 of the City Municipal Code provide that, as a condition of approval, the City Common Council may require that the Developer make and install any public improvements reasonably necessary for the Development; and

WHEREAS, Developer will submit to the City final engineering plans which, when approved by the City, shall set forth the final plans and specifications of the improvements necessary for the Development; and

WHEREAS, the City's Capital Improvement plan and budget does not now include funds necessary to install improvements for the Development; and

WHEREAS, the City believes that the orderly, planned development of the Property will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development providing that the Developer agrees to undertake and assume certain obligations and conditions as hereinafter described.

NOW, THEREFORE, in consideration of the payment of \$1.00, and in consideration of the mutual covenants listed below, the parties agree:

1. Final Engineering Plans. Any reference herein to "Final Engineering Plans" shall mean those certain engineering plans prepared by raSmith with the latest revision date, to be approved and signed by the City Engineer.
2. Existing Improvements. The Development is served and will benefit by the existing sanitary sewer as installed within E. Oakwood Road.
3. Project Construction Sequence. The proposed development will be constructed in its entirety as shown in Exhibit C. Before construction of improvements commences, the Developer must receive the City Engineer's written approval to proceed, which approval shall not be unreasonably withheld, delayed, or conditioned for all public infrastructure, grading and drainage, erosion control, MMSD and DNR approval for the Development.
 - A. All site utility work will be continuous and not phased.

- B. Following Developer's execution and City Common Council approval of this Agreement and the City Engineer's written approval of the plans, grading and erosion control may proceed.
 - C. Access for emergency equipment shall be maintained.
4. Deferred Special Assessments – There are no outstanding special assessment payments required for this Agreement. Developer shall also sign the Waiver of Special Assessment Notice and Hearing attached at Exhibit B.
5. Bike Path and Impact Fees – No bike path is required for the development. The impact fees established for the City under Ordinance 2562 shall apply to this development. The Developer agrees to pay the appropriate impact fees, created by this Development, at the time a building permit is issued.
6. Conditions and Time Period to Install Improvements - The Developer, entirely at its expense, shall, upon receipt of the notice to proceed from the City, complete the public improvements in accordance with the requirements set forth in Exhibit A and as set forth in the Final Engineering Plans.
- A. Public improvements, hereinafter called the "Improvements", shall include the following;
 - 1) All work required for the sanitary sewer.
 - B. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate the public improvements.
 - C. In the event the Developer does not complete the installation of the Improvements in accordance with the Final Engineering Plans or the terms of Exhibit A, the City shall, upon written notice to the Developer and the expiration of a reasonable cure period (3 months from certified receipt of notice, to be reasonably extended due to force majeure or other factors beyond Developer's control), have the authority to complete same and take title to said Improvements. Upon the City's completion thereof, without notice of hearing, the City may impose a special assessment for the reasonable actual cost of said completion upon the Property, payable with the next succeeding tax roll.
 - D. In accordance with Sections 3.200 through 3.222 of the City Municipal Code and under Sections 66.0701 through 66.0733 of the Wisconsin Statutes and other applicable statutory provisions, the City may exercise its power to levy special assessments for the public improvements that have not been installed by the Developer.

7. Items Required Prior to installation of Erosion Control - Prior to the commencement of construction consistent with the required erosion control plan, the City Engineer shall confirm and Developer shall provide proof of:
 - A. Approval of all plans required in Paragraph IV of Exhibit A.
 - B. Issuance of erosion control permit.
8. Items Required Prior to start of Site Work - Prior to the commencement of site work, including but not limited to clearing and grubbing, grading, and construction of the approved storm water management facilities, the City Engineer shall confirm and, where applicable, Developer shall provide proof of:
 - A. Approval of all plans required in Paragraph II and III in Exhibit A.
 - B. Developer has issued a notice to proceed to its contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
9. Items Required Prior to start of Public Infrastructure Construction - Prior to the commencement of construction of public infrastructure construction, the City Engineer shall confirm and, where applicable, Developer shall provide proof:
 - A. Approval of all plans required in Exhibit A.
 - B. Developer has issued a notice to proceed to its contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
 - D. All pertinent approvals have been obtained from the Milwaukee Metropolitan Sewerage District and the State of Wisconsin Department of Natural Resources. The review and approval of sanitary sewer and water main plans by the City (and its Utility), MMSD and WDNR occur independently. Approvals are based in part on each system's ability to handle the proposed additional sanitary sewer waste flows.
 - E. Developer has arranged for the City to inspect the proposed construction of the public infrastructure.
10. Reimbursement of Costs - The Developer shall, within thirty (30) days of receipt of an itemized invoice, reimburse the City for all reasonable and outstanding fees, expenses, costs, and disbursements which were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the improvements. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials

for public improvements.

11. Workmanship Guarantee - Developer shall guarantee the public improvements described in Exhibit A against defects due to faulty materials or workmanship for a period of one year from the date of dedication of the public improvements. Pursuant to Paragraph 13.A., the Developer shall establish a security deposit, in the amount of 10% of total construction costs of the public improvements, to cover the guarantee period for each of the public improvements. The maintenance obligations regarding the private internal street are the Developer's in perpetuity. Until that time, responsibility for the adjacent public streets will be assigned as follows:
 - A. Pavement maintenance caused by the construction activities, including any repairs and street sweeping, shall be the Developer's responsibility. Snow plowing along E. Oakwood Road shall be The City of Oak Creek's responsibility.
 - B. If street repairs and/or street sweeping are not satisfactorily performed by the Developer; the City shall, after notice to Developer and reasonable time to cure, perform such with its own forces or hired contractors and charge the Developer accordingly for actual manpower, equipment and materials, plus 10% administration and overhead. Developer's responsibility with respect to the streets shall terminate upon approval of the building occupancy and the City Common Council acceptance of the improvements and release from the Development Agreement.
12. Hold Harmless - The Developer shall indemnify and save harmless the City, its officers, agents and employees, from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever is owed, which may in any manner result from the negligent construction or maintenance of public improvements by the Developer pursuant to the terms of this agreement, the violation of any law or ordinance, the infringement of any patent, trademark, trade name or copyright, prior to their formal dedication of the public improvements to the City as provided in Paragraph 6.A. hereof.
13. Financial Guarantees and Billing
 - A. Security Deposit - Prior to and as a condition of Final Engineering Plan approval, the Developer shall deposit the sum of money in cash or certified check as required under Paragraph 11 with the City as the Security Deposit (hereinafter referred to as "Collateral"), to secure the prompt, full and faithful performance by Developer of each and every provision of this Agreement and all obligations of the Developer hereunder. The City is not required to hold the Collateral in any special or trust account but may commingle the Collateral with other funds of the City. Interest shall be paid to the Developer on the Collateral. If the Developer fails to perform any of its obligations hereunder following the expiration of any applicable notice and cure period, the City may use, apply or retain the whole or

any part of the Collateral together with interest therein, if any, for payment of: (a) Sums of money due from the Developer under this Agreement; (b) Any sum expended by the City on the Developer's behalf in accordance with this Agreement; and/or (c) Any sum which the City may expend or be required to expend by reason of the Developer's default under this Agreement.

The use, application or retention of the Collateral, or any portion thereof, by the City shall not prevent the City from exercising any other right or remedy provided by this Agreement or by law (it being intended that the City shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which the City may otherwise be entitled. If any portion of the Collateral is used, applied, or retained by the City for the purposes set forth above, Developer agrees, within ten (10) days after the written demand therefore is made by the City, to deposit cash with the City in an amount sufficient to restore the Collateral to its original amount.

Without limitation as to the obligations secured, the Collateral shall also secure the following specific obligations of the Developer to make to the City:

- 1) Completion of landscaping within public right-of-way, if any, including establishment of vegetative cover.
- 2) Maintenance of public improvements as described in Paragraph 11.

The City will release to the Developer all funds from the Collateral, including interest, after the Developer fully and faithfully complies with all of the provisions of this Agreement and completes the above-listed items, all to the satisfaction of the City Engineer, which approval shall not be unreasonably withheld, delayed, or conditioned, less amounts, if any previously applied by the City for the obligations secured hereby and after City Council fully releases Developer from its obligations under this Agreement. If the Developer's obligations hereunder to the City, including but not limited to, costs of the above-~~enumerated~~ improvements, exceed the amount of the Collateral, the Developer is responsible for payment of the balance to the City within 30 days of billing.

- B. **Billing** - The City shall bill the Developer quarterly as costs are incurred by the City. In the event the Developer fails to make payment to the City within 30 days of billing, interest shall accrue on the unpaid balance at the rate of 15% per annum. The City shall, without notice of hearing, impose a special assessment for the amount of said unpaid costs upon the Property, payable with the next succeeding tax roll.

14. **Inspection** - The City or its agents shall, at the Developer's cost, provide full-time inspection of all of the Improvements outlined in Exhibit A to the Agreement.

- C. Recording of this Agreement shall be accepted by the City as adequate notice of the Improvements specified in Chapter 14 of the Municipal Code.
- D. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- E. This Agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
- F. Upon Developer satisfying all of its obligations under this Agreement, the Common Council of the City of Oak Creek shall adopt a resolution releasing the Developer from the terms of this Agreement.
- G. Developer shall provide specifications in the latest Adobe pdf electronic format.
- H. Developer shall provide all construction plans in the latest Adobe pdf electronic format.
- I. Pavement repairs within the public right-of-way must be replaced to match the existing pavement structure.
- J. E. Oakwood Road must always remain open to two-way traffic.
- K. Occupancy permits will be issued subject to the following items being substantially completed prior to issuance of an occupancy permit for the development:
 - 1) Pavement repairs to E. Oakwood Road if required for the sanitary sewer work.
 - 2) Final grading around the building is completed.
- L. In the event of any conflict between the terms of this Agreement (inclusive of Exhibit A) and any other documents or agreements expressly referred to herein or any City codes and ordinances or the Final Engineering Plans shall be interpreted such that this Agreement controls, then the City codes and ordinances control, and then the Final Engineering Plans control.
- M. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be fully severable from this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain fully enforceable in accordance with its remaining terms.

- N. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when together shall constitute one and the same agreement by and among the Parties.

[Rest of page intentionally left blank. Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their several seals the day and year first above written, the name and corporate seal of each corporate body being hereto affixed, and the instrument duly signed by its duly authorized representatives.

In presence of:

DEVELOPER
999 OAK WOOD LLC

By: *William Zimmerman* *member*
William Zimmerman, Member

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 7th day of June, 2024, the above-named WILLIAM ZIMMERMAN of 999 OAK WOOD LLC to me known to be the person who executed the foregoing instrument and to me known to be such Member of said corporation, acknowledged that he executed the foregoing instrument as such officer.



Ashley Kraidich
Notary Public, Milwaukee County, WI
My Commission expires: 01/25/2025

(Signatures continued on following page)

EXHIBIT A

CITY OF OAK CREEK CITY ENGINEER'S REPORT THE LEARNING EXPERIENCE AT OAK CREEK

I. INTRODUCTION

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the "City of Oak Creek Engineering Design Manual," adopted by the Common Council on July 18, 1995, and all incorporated amendments thereof, as provided on the Oak Creek Engineering website at the time of City's approval of the improvements.

The following are the general required improvements, plans, and conditions, all of which will be provided with greater specificity on the Final Engineering Plans, which are incorporated herein by reference:

II. GRADING AND DRAINAGE

A. Required Improvements

Design, install, and provide grading of land as necessary to establish a building pad, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.

B. Plans and Specifications

1. A grading and drainage plan shall be prepared showing 1' contours for both existing and proposed finished floor grades.
2. Building grading plan showing only proposed building grades.
3. As-built grading plan certifying that all grading was performed in accordance with the approved grading and drainage plan. The certification shall be required on property corners, main ditches, and detention ponds. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer. The grade tolerances for approval are as follows:
 - a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - b. 0.0' to -0.3' grade tolerance of the approved proposed grade without topsoil in place.

- C. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching as soon as possible to prevent erosion.
- D. The Developer is responsible for restoring all damage to finished grades and vegetative cover caused, but not restored by, utility companies providing service to the Development.
- E. After site grading is completed, the Developer shall place a minimum of 3" of topsoil on all exposed soil. Developer may request to remove excess topsoil from the site with a written request detailing the removal methods to the City Engineer. No excess topsoil shall be removed without the written authorization from the City Engineer.
- F. Established grass seed or sod must be in place along the private roadway edge, a minimum of six (6) feet behind the curb, pond slopes and the slopes adjoining the property line, and wetlands, before the building occupancy is authorized for buildings within that section in which the improvements are located.
- G. If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace with approved engineered fill, or as otherwise approved by Developer's geotechnical engineer.

III. EROSION AND RUN-OFF CONTROL

A. Required Improvements

Installation and construction of Best Management Practices in the proposed Development that shall conform with the most current edition of the Department of Natural Resources Technical Standards.

B. Plans and Specifications

Control plan for land-disturbing activities showing existing contours onto adjacent lands to the extent that allows the determination of drainage patterns pre and post construction. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

- C. The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be obtained which requires the Developer to construct and maintain such measures in conformance with the City's

erosion control ordinance.

- D. Both during and after construction, the surface of exposed bare soils shall be protected in accordance with the City's Erosion Control Ordinance and all applicable State and Federal requirements. If winter shutdown prevents the establishment or maintenance of a cover crop, anionic polyacrylamide (PAM) may be permitted by the City Engineer. Anionic PAM shall not be permitted to be used in the terrace area of the public road right-of-way. If approved, the use of the anionic PAM shall be performed under inspection and meet the Wisconsin Department of Natural Resources Technical Standards. This does not apply to the immediate building site area that is subject to workers and equipment in and around the perimeter of a new structure.

IV. SANITARY SEWER – PUBLIC

A. Required Improvements

Design, install, and provide sanitary sewer system designed to meet the ultimate needs of this Development and all tributary areas, in accordance with the City's sanitary sewer system plan with rules, regulations and procedures of the City, MMSD, and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Sanitary sewer plans, specifications, and design calculations.
2. The City will furnish "as-built" plans of the entire system, including location and elevation of laterals to mains to meet MMSD requirements. All other "as-built" requirements are the responsibility of the Developer.
3. Sanitary sewer system plan update.
4. All reports required by MMSD, the State of Wisconsin, and South-eastern Wisconsin Regional Planning Commission.

- C. Installation of one sanitary sewer lateral from the sanitary sewer main, to within five (5) feet of each building.

- D. Upon completion, furnish and provide to the City an itemized list of actual construction costs for the public sanitary sewer.

V. STREETS

A. Required Improvements

Pavement repairs within the public right-of-way must be full slab replacement and be replaced to match the existing pavement structure.

All pavement markings required for this Development shall be approved by the City Engineer and meet the MUTCD requirements.

VI. MISCELLANEOUS

DEVELOPER SHALL:

- A. repair all damage to roads and appurtenances caused by construction operations.
- B. submit a traffic control plan for utility work to be completed on E. Oakwood Road if traffic will be impacted.

VII. SPECIFICATIONS

The Improvements shall be constructed in accordance with the following specifications.

- A. City of Oak Creek Engineering Design Manual, most recent edition.
- B. Applicable Specifications and Regulations of MMSD.
- C. Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.
- D. State of Wisconsin, Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- E. The Wisconsin Department of Natural Resources Erosion Control Technical Standards.

VIII. SPECIAL PROVISIONS

The development process shall strictly conform to the conditions set forth in the Development Agreement. Request for building occupancy approval is subject to the City Engineer's certification (not to be unreasonably withheld or delayed) that all Improvements required to be installed are satisfactorily completed. The City will not accept deposits in lieu of completion of the Improvement prior to building occupancy approval.

Approved by:

Matthew J. Sullivan, P.E.
Assistant City Administrator / City Engineer

Date

EXHIBIT B

**WAIVER OF SPECIAL ASSESSMENT
NOTICES AND HEARINGS**

City of Oak Creek
8040 South 6th Street
Oak Creek, WI 53154

We, the undersigned, being the Owners of the property that shall benefit by the following proposed public improvements:

Sanitary Sewer contemplated under this agreement

all made in the City of Oak Creek, Milwaukee County, Wisconsin, in consideration of the construction of said improvements by the City of Oak Creek, Wisconsin, hereby admit that such public improvement will benefit our property and consent to the levying of special assessments against our premises under Sections 66.0701 through 66.0733 of the Wisconsin Statutes and Sections 3.200 through 3.222 of the Municipal Code of the City of Oak Creek for the cost of such improvement.

In accordance with Section 3.204 of the Municipal Code of the City of Oak Creek, we hereby waive all special assessment notices and hearings required by Section 66.0703 of the Wisconsin Statutes and Section 3.203 of the City Municipal Code, and we further agree and acknowledge the benefit to our properties from the construction of such improvement.

Description of premises that shall benefit:

Lot 1, of Certified Survey Map No.7679 as recorded in the Register of Deeds office for Milwaukee County as Document No. 09143051, located in the Southeast ¼ and the Southwest ¼ of the Southwest ¼ of Section 27, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin:

Said parcel containing 18,816 square feet or 0.4320 acres.

999 OAK WOOD LLC

By:


William Zimmerman, Member

Date

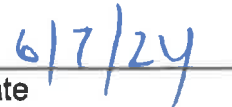
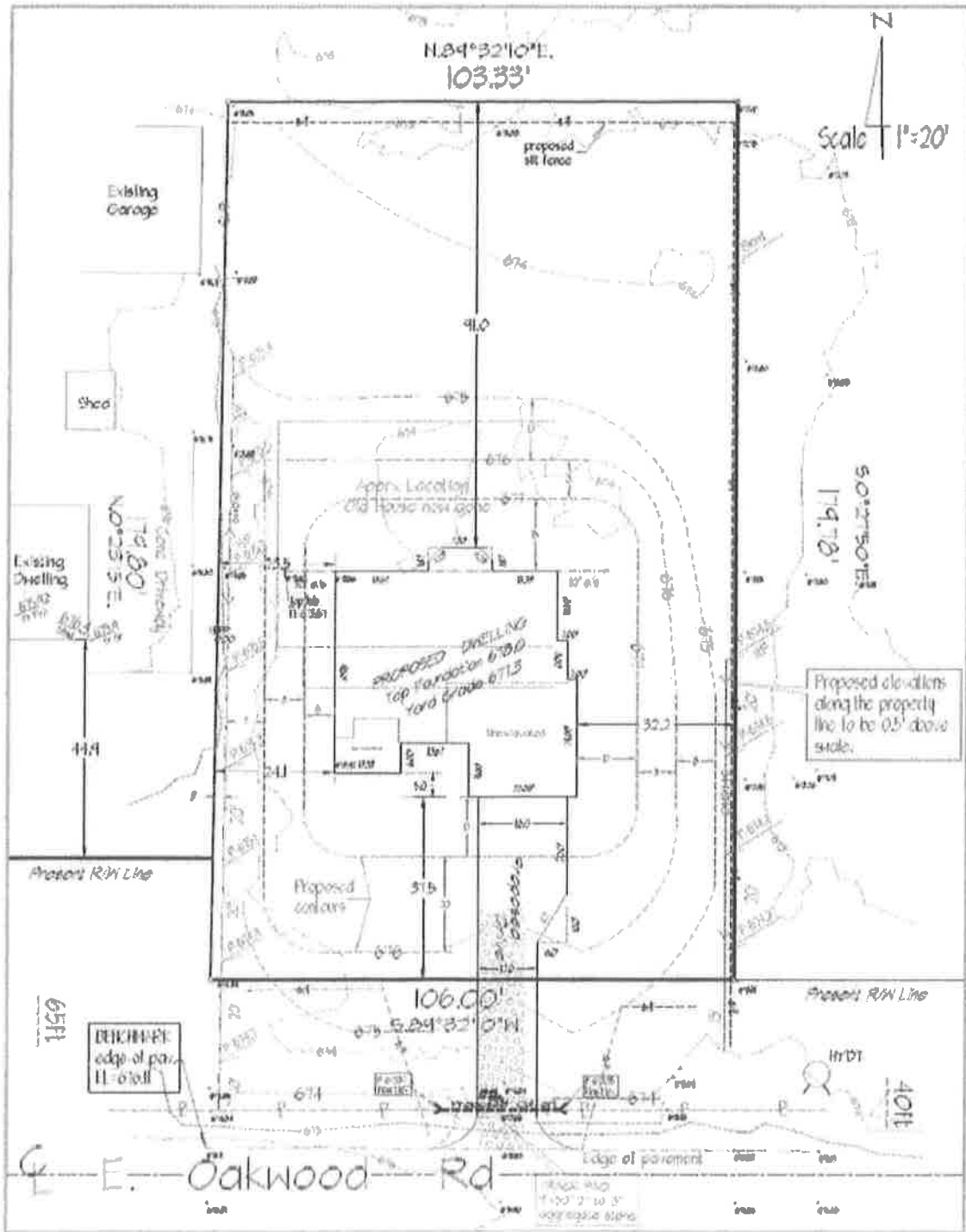


EXHIBIT C PROJECT SITE





COMMON COUNCIL REPORT

Item: North Lakefront Bluff Native Vegetation Management Award

Recommendation: That the Council consider a motion to authorize the Engineering Department to enter into a contract for professional services not to exceed \$126,160 between the City of Oak Creek and Midwest Prairies, LLC for the North Lakefront Bluff Native Vegetation Management. (Project 23005)(4th Aldermanic District)

Fiscal Impact: The cost for professional services will be funded by the budget funds included in the 2023 and 2024 Capital Improvement Programs under CIP #23005.

- 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 North Bluff Revetment and Bluff Stabilization project has been under construction since fall 2023, with completion scheduled for later this year. One of the key funding sources for the project is the Green Solutions Program provided by the Milwaukee Metropolitan Sewage District. This funding is designated for the planting of deep-rooted native plants along the bluff face, which will create a stable slope. A requirement of the funding agreement is a commitment to long-term maintenance.

To ensure the successful establishment of native vegetation on the site, the services of a qualified ecological restoration company with relevant experience are necessary. The Engineering Department advertised and requested proposals from qualified ecological restoration firms for professional native vegetation management services to manage and maintain the native vegetation on an upland portion of the bluff. The request for proposals required that firms meet specific pre-qualifications and include them with their submissions to demonstrate their capability to successfully complete the required work.

We received one proposal for this project from Midwest Prairie, LLC. Their proposal includes a fee not to exceed \$126,160 for three years of maintenance, which consists of mowing based on defined criteria, spot-herbicide treatment, reseeding, and one prescribed burn.

The Engineering Department recommends entering into a contract for professional services with Midwest Prairie, LLC.

Options/Alternatives: The Council could not enter into a contract with Midwest Prairies, LLC and reissue the request for proposals.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared/Approved:



Matthew J. Sullivan, PE
Assistant City Administrator/Engineer

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator/ Finance Officer



COMMON COUNCIL REPORT

Item: Award of Police Parking Lot Rehabilitation

Recommendation: That the Common Council considers a motion to award the Police Parking Lot Rehabilitation construction unit price contract to the lowest responsive, responsible bidder, Willkomm Excavating and Grading, Inc., at the estimated cost of \$431,697.10 (Project No. 24003) (5th District).

Fiscal Impact: The rehabilitation project will be funded with money allocated in the 2024 budget under CIP #24003

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

Background: This project is the reconstruction of the main parking areas on the west side of the police department. Engineering secured funding through the MMSD Green Solutions program for reconstruction of the parking lot using porous asphalt. Green solutions is a reimbursement program where the City pays for the cost of construction and is reimbursed through the program. The Engineering Department prepared plans and specifications for the project, the work was advertised, and the following bids were received:

Contractor	Bid
Willkomm Excavating	\$431,697.10
CW Purpero	\$481,497.00
DK Contractors	\$510,894.00
LaLonde Contractors	\$527,508.40
Pablocki Paving Corp.	\$561,760.00

There was a lot of interest in the project with 5 contractors submitting bids and the winning bid coming back under the Engineer's estimate. This is a unit price contract, so the bids were evaluated based on estimated quantities. City payments to the contractor will reflect actual installed and measured quantities.

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Andrew Ledger, PE
Design Engineer

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Approved:



Matthew J. Sullivan, PE
Assistant City Administrator/Engineer



COMMON COUNCIL REPORT

Item: Ordinance to Prohibit Parking on Heavy Traffic Routes.

Recommendation: That the Common Council considers a motion to adopt Ordinance No. 3103, an ordinance to create Section 10.41(a)(18) of the Municipal Code Prohibiting Parking on Heavy Traffic Routes.

Fiscal Impact: None.

- 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: Over the past five years, there has been a significant increase in e-commerce, which has greatly impacted urban logistics and resulted in heightened trucking activities and associated challenges, particularly on heavy traffic routes. The surge in delivery services has led to increased truck traffic in urban areas, causing issues such as traffic congestion, safety hazards, and infrastructure strain. Historically, the City has addressed parking restrictions on a per-request basis, which has sometimes led to unclear parking regulations and unintentional violations by truck drivers. Current parking regulations and enforcement strategies have proven insufficient in effectively addressing these challenges.

The proposed ordinance aims to tackle the issues of truck parking on heavy traffic routes, exacerbated by increased trucking activities. By implementing this ordinance, the City aims to improve traffic flow, enhance safety, and preserve infrastructure by strictly prohibiting truck parking on designated heavy traffic routes. Temporary exceptions may be granted for emergencies or loading/unloading activities, subject to prior approval.

On June 11, 2024, the Engineering Department presented the ordinance to prohibit parking on heavy traffic routes to the Board of Public Works and Capital Assets (BOPWACA). BOPWACA unanimously recommended that the Common Council adopt the ordinance.

Options/Alternatives: The Council could opt not to approve the new ordinance and continue to address parking issues on a case-by-case basis.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared/Approved:



Matthew J. Sullivan, PE
Assistant City Administrator/Engineer

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments: Ordinance No. 3103

ORDINANCE NO. 3103

BY: _____

**AN ORDINANCE TO CREATE SECTION 10.41(a)(18) OF THE MUNICIPAL CODE
PROHIBITING PARKING ON HEAVY TRAFFIC ROUTES**

NOW, THEREFORE, the Mayor and Common Council of the City of Oak Creek,
Wisconsin, do hereby ordain as follows:

Section 1: Section 10.41(a)(18) of the Municipal Code is hereby created to read as follows:

SEC. 10.41 STOPPING OR PARKING PROHIBITED IN CERTAIN SPECIFIED PLACES.

(a) **Parking Prohibited at All Times.** Except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of an emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle:

(18) On Heavy Traffic Routes designated in Sec. 10.20(c)(1)

Section 2: Severability. If any section, clause, provision, or any portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected thereby.

Section 3: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 4: This ordinance shall be in force and take effect from and after its passage and publication.

Introduced this _____ day of _____, 2024.

Passed and adopted this _____ day of _____, 2024.

President, Common Council

Approved this _____ day of _____, 2024.

Mayor

Attest:

Vote: Ayes _____ Noes _____

City Clerk



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 6/18/24 License Committee Report.

Fiscal Impact: License fees in the amount of \$3,820.00 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:

<ul style="list-style-type: none"> * Mustafa H. Al Bayati (Pick ‘n Save) * Sermin Islami (Pick ‘n Save) * Angela-Marie H. Maynard (South Shore Cinema) * Tanesha D. Horton (Aldi) * Melissa A. Rasmussen (Homewood Suites) * Brian G.K. Hallada (Kwik Trip) * Ashley L. Ripple (Pilot) * Natasha L. Myers (Pilot) 	<ul style="list-style-type: none"> * Visali Muhilan (Pick ‘n Save) * Omar Castelan Medina (Pick ‘n Save) * Cassandra R. Galvin (BelAir Cantina) * Christine A. Seng (Legion) * Moises Alvarez Hernandez (Melrose) * Terrence M. Reno (South Shore Cinema) * Tina M. Huelse (Pilot)
---	---

2. Grant a 2024-25 Class B Combination alcohol license Change of Agent for Milwaukee Yard Corporation, 7727 S. Longwater Dr., from Bennet Schmitz to Dylan Swensen.

3. Grant a 2024 Transient Merchant solicitor license to the following solicitor selling home exterior remodeling and repair products and services on behalf of Hucke Exteriors, Inc. (company license was approved 5/21/24):
 - * Matthew S. Blackwell

4. Grant a 2024 Transient Merchant solicitor license to the following solicitors selling home exterior remodeling and repair products and services on behalf of Brookens Construction (company license was approved 6/4/24):

<ul style="list-style-type: none"> * Peter A. Nattinger * Michael D. Dorband * William E. Knight 	<ul style="list-style-type: none"> * Clayton J. Rasmussen * Brian P. McGuire
---	--

-
5. Grant the following alcohol beverage license applications received for the period of July 1, 2024 through June 30, 2025, with release of each license subject to payment of any fees due and receipt of final department approvals:

CLASS B BEER

*Gastrau's Golf Center, Inc. dba Gastrau's Golf Center, 1300 E. Rawson Ave.

CLASS B BEER / CLASS C WINE

* R & L Enterprises dba Board & Brush Creative Studio, 313 N. Plankinton Ave., #207, Milwaukee. Location: 8880 S. Howell Ave., Ste. 860. , with release of license upon issuance of Occupancy Permit. (sale of business)

CLASS B COMBINATION

* Route 41 Bar and Grill LLC dba Route 41 Bar 'n Grill, 8900 S. 27th St.

* Sidetracked, LLC dba Sidetracked, 823 W. Oakwood Rd.

* Melrose Foods Inc., dba Melrose, 6840 S. 27th St.

RESERVE CLASS B COMBINATION

* Oak Creek Hotel Ventures, LLC dba Homewood Suites by Hilton-Oak Creek, PO Box 434, Wisconsin Dells, WI 53965, Location: 1900 W. Creekside Crossing Cir.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Prepared:



Christa J. Miller CMC/WCMC
Deputy City Clerk

Attachments: none

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the June 12, 2024 Vendor Summary Report in the total of \$1,459,292.04

Fiscal Impact: Total claims paid of \$1,459,292.04

Critical Success Factor(s):c

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

Background: Of note are the following payments:

1. \$7,759.80 to ADK Design, Inc. (pg #1) for bond refund.
2. \$31,662.58 to All Ways Contractors (pg #1) for Abendschein parking lot and entrance road. Project #23003.
3. \$9,000.00 to Baker Tilly US, LLP (pg #2) for services in connection with 2023 financial audit.
4. \$66,540.36 to Bestco UA (pg #2) for July retiree insurance.
5. \$21,385.50 to Buelow Vetter (pg #3) for legal services.
6. \$8,790.75 to Core BTS, Inc. (pg #4) for Cisco renewal.
7. \$20,996.30 to E. H. Wolf & Sons, Inc. (pg #5) for fuel inventory.
8. \$106,090.45 to GFL Environmental (pg #7) for May trash and recycling.
9. \$47,666.00 to Godfrey & Kahn S.C. (pg #7) for legal services regarding Oakview Business Park and redevelopment of lakefront site.
10. \$5,744.36 to Graef (pg #7) for Puetz/Liberty Intersection Improvements and Creekside Crossing. Project #22006.
11. \$15,314.22 to Granicus (pg #7) for annual website support.
12. \$330,294.79 to IKEA Property, Inc. (pg #9) for payment per developer agreement.
13. \$14,054.12 to Kansas City Life Insurance Co. (pgs #10 &11) for July disability insurance.
14. \$20,602.56 to Kasdorf, Lewis & Sweitlik, SC (pg #11) for legal services.
15. \$21,107.41 to Lakeside International Truck (pg #11) for truck repairs.

-
16. \$5,972.22 to MGT of America Consulting (pg #13) for professional fees relating to recruitment of Director of Marketing and Public Relations. Project #17027
 17. \$259,037.00 to Miller-Bradford & Risberg, Inc. (pg #13) for 2024 JI Case Wheel Loader. Project #24013.
 18. \$67,216.08 to Oak Creek – Franklin Joint School District (pg #14) for 50% of joint platform for 2024.
 19. \$5,083.00 to Pruhs & Donovan (pg #15) for police property return.
 20. \$16,186.94 to Ramboll America Engineering Solutions, Inc. (pg #16) for professional services related to Lakeshore Commons and Peter Cooper. Project #23005.
 21. \$7,167.95 to Securian Financial Group, Inc. (pg #17) for July employee life insurance.
 22. \$10,000.00 to Setzer Properties (pg #18) for 2023 property tax refund.
 23. \$22,000.00 to Spielbauer Fireworks Co., Inc (pg #18) for 4th of July firework display.
 24. \$5,151.57 to Springbrook Development (pg #18) for tax overpayment refund.
 25. \$10,000.00 to Stevens Construction (pg #19) for bond refund.
 26. \$14,002.35 to WI Court Fines & Surcharges (pg #21) for May court fines.
 27. \$89,233.63 to US Bank (pgs #24-33) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
 28. \$50,808.43 to WE Energies (pg #31) for street lighting, electricity & natural gas.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments: 06/12/2024 Invoice GL Distribution Report

COMMON COUNCIL REPORT

Item: Authorizing payment of bills, debts and obligations.

Recommendation: That the Common Council adopt Resolution No. 12506-061824, a Resolution authorizing payment of bills, debts and obligations.

Fiscal Impact: There is no further fiscal impact other than potentially saving on interest charges or late fees.

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 Common Council voted to hold only one meeting in the month of July 2024, on July 16, 2024. This leaves four weeks before the July 16, 2024 meeting and would put some of our bills past due if not paid. Per State Statute 62.12(6), "unless otherwise provided by law, City funds should be paid out only by authority of the Council." The attached resolution will allow the Finance Department to create a vendor summary report and cut and release checks as if there were still a meeting on July 2, 2024. At the July 16, 2024 meeting, we will provide the Council with a vendor summary report from July 2, as well as a vendor summary report for January 16.

Options/Alternatives: Hold all bills until July 16, 2024 and potentially incur interest charges or late fees.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:



Maxwell Gaggin, MPA
Deputy City Administrator/Finance Officer

Attachments: Resolution No. 12506-061824

RESOLUTION NO. 12506-061824

RESOLUTION AUTHORIZING PAYMENT OF BILLS, DEBTS AND OBLIGATIONS

WHEREAS, the Common Council has decided to cancel the Common Council meeting that had been scheduled for July 2, 2024; and,

WHEREAS, Wis Stats §62.12(6) provides that “unless otherwise provided by law, City funds should be paid out only by authority of the Council”; and,

WHEREAS, City bills, debts and obligations may become delinquent because of the cancellation of the July 2, 2024, Common Council Meeting; and,

WHEREAS, Common Council desires to ensure that all bills, debts and obligations of the City are paid in a timely manner.

NOW THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the payment of City bills, debts and obligations that become due during the month of June 2024 to be paid in accordance with state and local law prior to the approval of the vendor summary report for the July 16, 2024, Common Council meeting.

BE IT FURTHER RESOLVED that any bills, debts and obligations that are paid pursuant to this Resolution after the June 26th vendor summary report has been approved, but prior to approval of the vendor summary report by the Common Council for the July 16th meeting be included in the vendor summary report for the July 16, 2024, Common Council meeting.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of June 2023.

Passed and adopted this 18th day of June 2024.

Kenneth Gehl, Common Council President

Approved this 18th day of June 2024.

Mayor Daniel Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____