



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

COMMON COUNCIL MEETING AGENDA

SEPTEMBER 17, 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: 9/3/24

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

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

4. **Conditional Use Permit:** Consider a request submitted by Josh Brown, Bliffert Lumber & Hardware, for a Conditional Use Permit for outdoor storage on the property located at 6826 S. 13th St.
5. **Resolution:** Consider Resolution No. 12515-091724, approving a Conditional Use Permit for outdoor storage on the property located at 6826 S. 13th St., submitted by Josh Brown, Bliffert Oak Creek Holdings, LLC. (1st District).

New Business

6. **Motion:** Consider a motion to concur with the Mayor's (re)appointments as follows: (*new appointments noted)

Board of Health – 3 year appointment, expiring 9/2027
Gary Hintz

Celebrations Commission – filling a 3 year term vacancy, expiring 4/2025

*Cherigale Buchanan – 8870 S. Pond View Dr.

*Joseph Rickaby – 2676 W. Red Oak Ln., Oak Creek

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>.

ENGINEERING

7. **Motion:** Consider a *motion* to reject the bids for the Civic Center Masonry and Window Flashing Repair Project (Project No. 23017) (2nd District).
8. **Resolution:** Consider *Resolution* No. 12516-091724, approving a Storm Water Management Practices Maintenance Agreement with BT-OH, LLC, for the UPS Paving Expansion located at 6800 S. 6th Street (Tax Key No. 734-9030-000) (1st District).
9. **Resolution:** Consider *Resolution* No. 12517-091724, donating and waiving appraisal for two temporary limited easements consisting of an adjacent 111'-wide strip (0.416 acres) and an adjacent 150'-wide strip (0.421 acres) to Milwaukee County (1st District).

LICENSE COMMITTEE

10. **Motion:** Consider a *motion* to approve the various license requests as listed on the 9/17/24 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

11. **Motion:** Consider a *motion* to approve the September 11, 2024 Vendor Summary Report in the amount of \$5,775,011.19 (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.

TO BE PUBLISHED August 21 & 28, 2024

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Josh Brown, Bliffert Lumber & Hardware, for a Conditional Use Permit for outdoor storage on the property located at 6826 S. 13th St.

Hearing Date:

September 17, 2024

Time:

7:00 PM

Place:

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

Applicant(s):

Josh Brown, Bliffert Lumber & Hardware

Property Owner(s):

Bliffert Oak Creek Holdings LLC, a WI LLC

Property Location(s):

6826 S. 13th St.

Tax Key(s):

735-9998-002

Legal Description:

COM 665.73 FT S OF NW COR SW 1/4 SEC 5-5-22 TH S 316.25 FT E 416.25 FT S 100 FT E TO W LI OF S 10TH ST N ALG SD W LI 416.25 FT TO S LI OF CSM NO 1333 TH W TO BEG & W 1/2 OF VACATED S 10TH ST ADJ ON EAST & EXC PARTS CONVEYED IN DOC# 09881219 FOR S 13TH STR (9.133 ACS)

The Common Council has scheduled other public hearings for September 17, 2024 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: August 14, 2024

CITY OF OAK CREEK COMMON COUNCIL

By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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



COMMON COUNCIL REPORT

Item: Conditional Use Permit - 6826 S. 13th St. - Bliffert Lumber & Hardware

Recommendation: That the Council adopts Resolution No. 12515-091724, a resolution approving a Conditional Use Permit for outdoor storage on the property located at 6826 S. 13th St., submitted by Josh Brown, Bliffert Oak Creek Holdings, LLC. (1st Aldermanic District).

Fiscal Impact: The proposal is for outdoor storage of forestry products on the eastern portion of the property. Development of the buildable lot will yield positive fiscal impacts in terms of assessed value, review fees, permitting fees, and approximately impact fees. The property is not located in 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 for a Conditional Use Permit (CUP) for outdoor storage on the property at 6826 S. 13th St. Outdoor storage requires a conditional use approval in the M-1, Manufacturing District.

Bliffert Lumber & Hardware has owned and operated this parcel since the 1960's. This CUP is just the start of the phasing plan provided for this site. They are looking to store forestry products in the central/eastern portion of the lot. Stored materials will be on a hard surface (no gravel) with storage racks. The area will be screened per Code, and shall meet all Fire Code requirements for the storage of forestry products. The proposed storage will not be visible from S. 13th St., as it is well hidden behind the building in the deep lot. Paved vehicle circulation and access will be provided, as well as parking for employees that shall be landscaped per Code.

After careful consideration at the August 13th meeting, the Plan Commission recommended approval of the Conditional Use Permit subject to the attached Conditions and Restrictions.

Options/Alternatives: Council has the discretion to approve, and/or modify the Conditions and Restrictions as part of the Conditional Use Permit, or deny the request.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Prepared:



Melanie Pérez
Planner

Approved:



Kristi Laine
Community Development Director

Attachments:

Draft Res. 12515-091724

Location Map

Draft Conditions and Restrictions

Site Plan

RESOLUTION NO. 12515-091724

BY: _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR
OUTDOOR STORAGE ON THE PROPERTY LOCATED AT 6826 S. 13TH ST., SUBMITTED BY JOSH
BROWN, BLIFFERT OAK CREEK HOLDINGS, LLC. (TAX KEY NO. 735-9998-002)

WHEREAS, Josh Brown, Bliffert Oak Creek Holdings, LLC, duly filed with the City Clerk an application for a Conditional Use Permit, pursuant to Sec. 17.0304 of the Municipal Code, to establish outdoor storage of forestry products on the property at 6826 S. 13th St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on September 17, 2024, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant, Josh Brown, Bliffert Oak Creek Holdings, LLC, owns the property at 6826 S. 13th St., Oak Creek, WI 53154.
2. Bliffert Lumber & Hardware will utilize approximately 40,000 sq. ft. for outdoor storage of forestry products at 6826 S. 13th St., Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows:

COM 665.73 FT S OF NW COR SW 1/4 SEC 5-5-22 TH S 316.25 FT E 416.25 FT S 100 FT E TO W LI OF S 10TH ST N ALG SD W LI 416.25 FT TO S LI OF CSM NO 1333 TH W TO BEG & W 1/2 OF VACATED S 10TH ST ADJ ON EAST & EXC PARTS CONVEYED IN DOC# 09881219 FOR S 13TH STR (9.133 ACS)

Tax Key No. 735-9998-002

Said land being located at 6826 S. 13th St.

3. The applicant is proposing to establish outdoor storage on the existing premises.
4. The aforesaid premise is zoned M-1 Manufacturing District under the Zoning Ordinance of the City of Oak Creek, which permits outdoor storage as a Conditional Use, pursuant to Sec. 17.0304 of the Municipal Code.
5. The subject property is part of an area along the S. 13th St. commercial corridor. Properties to the south are developed as commercial and manufacturing, properties to the north, east and west are developed as manufacturing.
6. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the application of Josh Brown, Bliffert Oak Creek Holdings, LLC to establish outdoor storage of forestry products on the property at 6826 S. 13th St., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 17.0203, Sec. 17.0301, and Sec. 17.0304 of the Municipal Code, so as to permit the issuance of a Conditional Use Permit as therein provided.

BE IT FURTHER RESOLVED that said Conditional Use Permit is granted subject to the following conditions:

- 1. The grant of this Conditional Use Permit is subject to the Conditions & Restrictions approved by the Plan Commission on August 13, 2024, and by the Common Council on September 17, 2024. No alteration or modification of the approved Conditions & Restrictions shall be permitted without approval by the Common Council.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of September 2024.

Passed and adopted this 17th day of September 2024.

President, Common Council

Approved this 17th day of September 2024.

Mayor

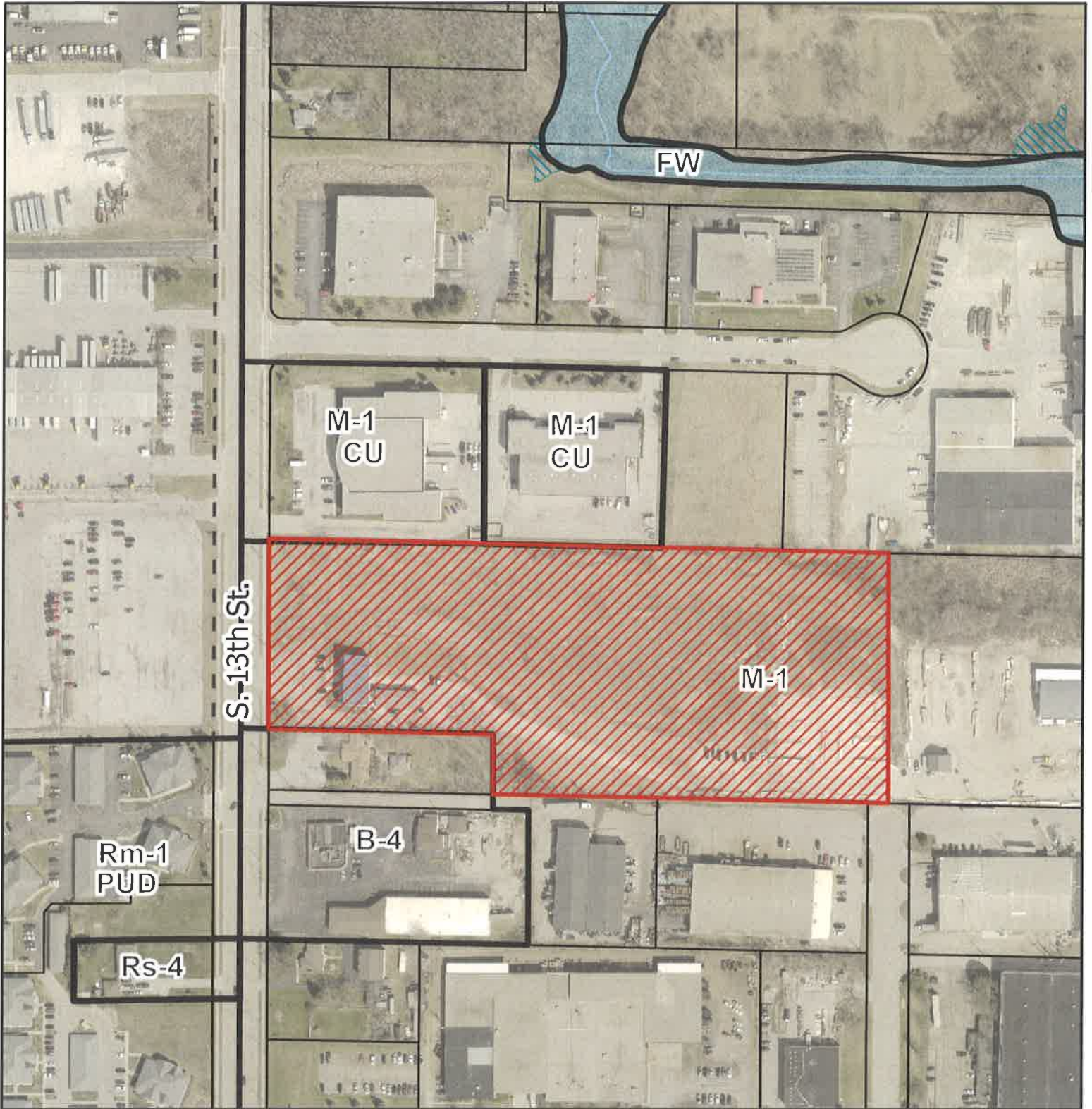
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

6826 S. 13th St.



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
-  6826 S. 13th St.

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

Applicant: BLIFFERT LUMBER & HARDWARE

Property Address: 6826 S. 13th St.

Tax Key Number(s): 735-9998-002

Conditional Use: Outdoor Storage

Approved by Plan Commission: 8-13-2024

Approved by Common Council: TBD
(Res. TBD)

1. LEGAL DESCRIPTION

COM 665.73 FT S OF NW COR SW 1/4 SEC 5-5-22 TH S 316.25 FT E 416.25 FT S 100 FT E TO W LI OF S 10TH ST N ALG SD W LI 416.25 FT TO S LI OF CSM NO 1333 TH W TO BEG & W 1/2 OF VACATED S 10TH ST ADJ ON EAST & EXC PARTS CONVEYED IN DOC# 09881219 FOR S 13TH STR (9.133 ACS)

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

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

1) **General Development Plan**

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

2) **Landscape Plan**

- a) Screening plan, including parking lot / truck parking screening/berming
- b) Number, initial & mature sizes, and types of plantings
- c) Percentage open/green space

3) **Building Plan**

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

4) **Lighting Plan**

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

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

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

6) **Fire Protection**

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

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

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

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

- E. A landscaping plan must be submitted for review and approval by the Plan Commission prior to the issuance of a building or occupancy permit. Landscaping, in accordance with the approved plan must be in place prior to the issuance of an occupancy permit.
- F. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- G. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. The designated areas shown on the approved site plan for outdoor storage of forestry materials in accordance with these Conditions and Restrictions is allowed on the property. Other uses permitted by the zoning district, in accordance with other applicable Sections of the City of Oak Creek Municipal Code and these Conditions and Restrictions, are also allowed on the property.
- B. Outdoor storage of forestry materials shall be located in the designated area on the racks as proposed, and must be stored in compliance with all Fire Code requirements.
- C. No new pole signs, pennant flags, light pole flags, permanent banners, or flashing/blinking signs shall be permitted as part of this development. All proposed signs shall be reviewed and approved by the Plan Commission prior to issuance of permits. This may include retrofitting the area impacted by the Conditional Use to address current signage requirements.
- D. All parking areas shall be striped and landscaped in accordance with approved site plans and applicable Codes.
- E. Any change to the occupancy of the site or building shall conform to all Building, Fire, and Municipal Code requirements (as amended).
- F. Solid waste collection and recycling shall be the responsibility of the owner.
- G. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

- A. Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended).
- B. Access to S. 13th St. in accordance with executed agreements and access management plans is subject to the review and approval of the Wisconsin Department of Transportation. Any approvals modifying the existing access shall be provided to the City prior to the issuance of any building permits.

5. LIGHTING

All plans for new or replacement outdoor lighting shall be reviewed and approved by the Plan Commission and Electrical Inspector in accordance with Section 17.0808 of the Municipal Code (as amended).

6. TIME OF COMPLIANCE

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

7. OTHER REGULATIONS

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

8. VIOLATIONS & PENALTIES

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

9. REVOCAION

Should an applicant, their heirs, successors or assigns, fail to comply with the Conditions and Restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

10. ACKNOWLEDGEMENT

The approval and execution of these Conditions and Restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these Conditions and Restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns subject to Paragraph 8 above.

Owner / Authorized Representative Signature

Date

(please print name)



COMMON COUNCIL REPORT

Item: Civic Center Masonry and Window Flashing Repair Project

Recommendation: That the Common Council considers a motion to reject the bids for the Civic Center Masonry and Window Flashing Repair Project. (Project 23017)(2nd Aldermanic District)

Fiscal Impact: The fund budgeted in the 2023 Capital Improvement Programs under CIP #23017 was \$80,000.00.

- 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 Civic Center has encountered issues with the window flashing on several windows and masonry walls at four of its entrances. To address these concerns, detailed plans and specifications were developed, and a public bidding process was initiated. Bids were opened on August 15, 2024. The total bid amounts significantly exceeded the funding allocated in the 2023 Capital Improvement Plan (CIP). Staff will examine the additional issues identified for the Civic Center and develop a pathway to completing/funding that work. Staff will begin with the envelope needs regarding window flashing and masonry.

Repairs to the window flashing and masonry at the entrances are necessary to prevent occasional and any future water infiltration. Indefinitely postponing these repairs could lead to deterioration of the walls. Addressing the issues in the near future will help to maintain the building’s safety and structural integrity.

In addition to ensuring structural soundness, these repairs are important for preserving the building’s aesthetic and energy efficiency. Water-damaged components can affect the building’s appearance and may impact insulation, potentially increasing heating and cooling costs. By addressing the flashing and masonry concerns, we can maintain the building in optimal condition.

Because additional planning is required for these repairs, it is recommended to reject the bids and explore phased repair options to ensure the building’s long-term functionality and safety.

Options/Alternatives: The Council could approve the project to the lowest responsive, responsible bidder, and amend the CIP budget.

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: Bid Tab Summary



COMMON COUNCIL REPORT

Item: UPS Oak Creek Storm Water Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 12516-091724, a resolution approving a Storm Water Management Practices Maintenance Agreement with BT-OH, LLC, for the UPS Paving Expansion located at 6800 S. 6th Street (Tax key No. 734-9030-000) (1st 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: UPS is proposing to expand the employee parking lot and tractor / trailer parking lot at their existing facility (6800 S. 6th Street). The proposed improvements require 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 Gagrin, MPA
Deputy City Administrator / Finance Officer

Approved:

Matthew J. Sullivan, PE
Assistant City Administrator/Engineer

Attachments: Resolution No. 12516-091724, Storm Water Management Maintenance Agreement

RESOLUTION NO. 12516-091724

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR THE UPS OAK CREEK PARKING LOT
EXPANSION AT 6800 S. 6TH STREET

TAX KEY NO. 734-9030-000

(1ST ALDERMANIC DISTRICT)

WHEREAS, BT-OH, LLC (Owner), requires onsite storm water management practices for their parking lot expansion, 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 17th day of September, 2024.

Passed and adopted this 17th day of September, 2024.

Common Council President Kenneth Gehl

Approved this 17th day of September, 2024.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

Document Number

UPS Oak Creek Paving Expansion
Storm Water Management Practices
Maintenance Agreement
Document Title

Recording Area

Matthew J. Sullivan
Engineering Department
8040 S. 6th Street
Oak Creek, WI 53154
Name and Return Address

734-9030

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, by and between BT-OH, 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:

Parcel 1 of Certified Survey Map No. 9595, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11442168, located in the Northeast ¼ and Southeast ¼ of the Northeast ¼ of Section 5, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin:

Said parcel containing 3,173,489.49 square feet or 72.853 acres.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as UPS Oak Creek Paving Expansion, 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 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.

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 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 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 and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns 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 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 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 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. 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 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 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 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.



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

Location: _____

Detention Basin Type: Wet Pond

Underground

Extended Dry

Bioretention

Artificial Wetland

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: Donation and Waiver of Appraisal - Temporary Limited Easements for W. Rawson Avenue Reconstruction Project

Recommendation: That the Common Council approves Resolution No. 12517-091724, donating and waiving appraisal for two temporary limited easements consisting of an adjacent 111'-wide strip (0.416 acres) and an adjacent 150'-wide strip (0.421 acres) to Milwaukee County (1st Aldermanic District).

Fiscal Impact: Donation will forgo payment of an estimated \$3,800 for the easements.

- 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: Milwaukee County (MCDOT) is finishing design of its W. Rawson Avenue (CTH BB) reconstruction project. The road will be reconstructed from S. 13th Street to S. Howell Avenue in 2025. The project necessitates that MCDOT acquire additional right-of-way and temporary easements from the various adjacent property owners.

MCDOT requires the acquisition of a 111'-wide strip (north side of W. Rawson Avenue - Parcel 10) and a 150'-wide strip (south side of W. Rawson Avenue - Parcel 18) along the frontage of City owned property as a temporary limited easement. The property contains a main drainage channel and the easement will allow for rehabilitation of the box culvert under W. Rawson Avenue and proper grading to match existing ground. Engineering has reviewed the easement documents, and waiver of appraisal, and is recommending that the Common Council approve the donation of the land interests to repair the box culvert and regrade appropriately.

Options/Alternatives: The Council could opt to not donate the TLE and require an appraisal and just compensation which may cause the project to be delayed.

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

RESOLUTION NO. 12517-091724

BY: _____

RESOLUTION DONATING TWO TEMPORARY LIMITED EASEMENTS CONSISTING OF AN ADJACENT 111-FT WIDE STRIP (0.416 ACRES) AND AN ADJACENT 150'-WIDE STRIP (0.421 ACRES) TO MILWAUKEE COUNTY

(1ST ALDERMANIC DISTRICT)

WHEREAS, Milwaukee County has a need to acquire Temporary Limited Easements along the frontage of two City owned parcels (Tax Key 734-9005-002 and Tax Key 765-9976-001) to reconstruct W. Rawson Avenue (CTH BB); and

WHEREAS, the City of Oak Creek is waiving their right for appraisal; and

WHEREAS, the City of Oak Creek agrees to donate the Temporary Limited Easement to Milwaukee County Department of Transportation as listed below;

Owner	Tax Key Number	Acquisition Type	Size	Amount
City of Oak Creek	734-9005-002	TLE	0.416 Ac	DONATION
City of Oak Creek	765-9976-001	TLE	0.421 Ac	DONATION

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached Donation - Waiver of Appraisal and Temporary Limited Easement be approved and the same is hereby accepted; and

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and directed to execute the Donation – Waiver of Appraisal, and the Mayor is hereby authorized and directed to execute the Temporary Limited Easement and any necessary accompanying documents.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of September, 2024.

Passed and adopted this 17th day of September, 2024.

President, Common Council

Approved this 17th day of September, 2024.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by the **City of Oak Creek** GRANTOR, conveys a temporary limited easement as described below to the **Milwaukee County**, GRANTEE, for the sum of **One Dollar and Other Good and Valuable Consideration (\$1.00)** for the purpose of **grading**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Single Source Inc.
Attn: Jim Weisling
250 N. Sunny Slope Road, Suite 204
Brookfield, WI 53005

Parcel Identification Number/Tax Key Number
734-9005-002

Signature _____ Date _____

City of Oak Creek
Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Date _____

State of Wisconsin
_____) ss.
County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ___ Physically in my presence. OR ___ In my presence involving the use of communication technology.

Signature, Notary Public, State of _____

Print or Type Name, Notary Public, State of _____

Date Commission Expires _____

Project ID
2050-08-21

This instrument was drafted by
Jim Weisling of Single Source, Inc.

Parcel No.
10

LEGAL DESCRIPTION

A **Temporary Limited Easement (TLE)** is a right for construction purposes as defined herein, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation the highway authorities may deem desirable:

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

Commencing at the southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 5; thence North 88°55'05" West, 1040.79 feet; thence North 01°04'55" West, 93.03 feet to a point lying on the north right-of-way line of West Rawson Avenue and also being the point of beginning of the herein described easement; thence North 88°55'05" West along said north right-of-way line, 120.00 feet; thence North 00°37'12" East, 110.56 feet to a point on a curve concave to the west having a radius of 440.00 feet; thence northerly along the arc of said curve through a central angle of 05°14'38", having a chord bearing of North 02°00'06" West and a chord length of 40.26 feet, a distance of 40.27 feet; thence South 89°01'35" East, 120.45 feet to a point of curvature of a curve concave to the west having a radius of 560.00 feet; thence southeasterly and southerly along the arc of said curve through a central angle of 04°02'30", having a chord bearing of South 01°24'03" East and a chord length of 39.49 feet, a distance of 39.50 feet; thence South 00°37'12" West, 111.53 feet to the point of beginning.

Containing **18111 square feet**, more or less.

Subject to all other easements, restrictions and covenants, recorded and unrecorded.

The above Temporary Limited Easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

**DONATION - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

Milwaukee County

RE1896 01/2023 Ch. 32 Wis. Stats.

Owner
City of Oak Creek

Acres/sq. ft. required
N/A

Interest required
18,111.00 sq. ft. of Temporary Limited Easement (TLE)

The undersigned owner(s) of the above lands declare an intent to donate said lands.

Having been fully informed of the right to have the property appraised and to receive just compensation based upon an appraisal, the undersigned further state that the decision to donate said lands was made without any undue influence or coercive action of any nature, and that the right to an appraisal and to just compensation is hereby waived.

It is intended that the instrument of conveyance will be executed upon presentation by Milwaukee County agents or representatives.

Owner Signature Date

City of Oak Creek
Print Name

Owner Signature Date

Print Name

APPROVING AUTHORITY RECOMMENDATION:

Agent Signature Date

Print Name

APPROVING AUTHORITY APPROVAL:

Management Signature Date

Print Name

Project
2050-08-21

County
Milwaukee

Parcel
10

STATEMENT TO CONSTRUCTION ENGINEER

RE1528 01/2023 s. 84.09 Wis. Stats.

Copies to: project engineer and owner

Owner Name(s) City of Oak Creek	Property Address 220 West Rawson Avenue Oak Creek, WI 53154	Area code - phone Home: Cell: Work: Email:
	Mailing Address 8040 South 6 th Street Oak Creek, WI 53154	
Tenant, if any	Property Address	Area code - phone Home: Cell: Work: Email:
	Mailing Address	

Commitments made (fences, driveways, trees, drainage or other items):

Other matters of interest and owner concerns:

Property Owner Signature	Date	Negotiator Signature	Date
Property Owner Signature	Date	James Weising	
		Print Negotiator Name	

Commitments Approved:

Approving Authority Signature and Title _____ Date _____

Print Approving Authority Name _____

Project ID
2050-08-21

County
Milwaukee

Parcel No.
10

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by the **City of Oak Creek** GRANTOR, conveys a temporary limited easement as described below to the **Milwaukee County**, GRANTEE, for the sum of **One Dollar and Other Good and Valuable Consideration (\$1.00)** for the purpose of **grading**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Single Source, Inc.
Attn: Jim Weisling
250 N. Sunny Slope Road, Suite 204
Brookfield, WI 53005

Parcel Identification Number/Tax Key Number
765-9976-001

Signature _____ Date _____

City of Oak Creek
Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

Date _____

State of Wisconsin)
)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

The signer was: ___ Physically in my presence. OR ___ In my presence involving the use of communication technology.

Signature, Notary Public, State of _____

Print or Type Name, Notary Public, State of _____

Date Commission Expires _____

Project ID
2050-08-21

This instrument was drafted by
Jim Weisling of Single Source, Inc.

Parcel No.
18

LEGAL DESCRIPTION

A **Temporary Limited Easement (TLE)** is a right for construction purposes as defined herein, including the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation the highway authorities may deem desirable:

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

Commencing at the northeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 8; thence North 88°55'05" West along the north line of said section, 1036.49 feet; thence South 01°04'55" West, 93.72 feet to a point on the south right-of-way line of West Rawson Avenue and the point of beginning of the herein described easement; thence continue South 00°39'19" West, 150.10 feet; thence North 88°52'18" West, 121.36 feet; thence North 00°04'39" East, 150.03 feet to a point on said south right-of-way line; thence South 88°55'05" East along said south right-of-way line, 122.87 feet to the point of beginning.

Containing **18324 square feet**, more or less.

Subject to all other easements, restrictions and covenants, recorded and unrecorded.

The above Temporary Limited Easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

**DONATION - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

Milwaukee County

RE1896 01/2023 Ch. 32 Wis. Stats.

Owner
City of Oak Creek

Acres/sq. ft. required
N/A

Interest required
18,324.00 sq. ft. of Temporary Limited Easement (TLE)

The undersigned owner(s) of the above lands declare an intent to donate said lands.

Having been fully informed of the right to have the property appraised and to receive just compensation based upon an appraisal, the undersigned further state that the decision to donate said lands was made without any undue influence or coercive action of any nature, and that the right to an appraisal and to just compensation is hereby waived.

It is intended that the instrument of conveyance will be executed upon presentation by Milwaukee County agents or representatives.

Owner Signature _____ Date _____

City of Oak Creek
Print Name _____

Owner Signature _____ Date _____

Print Name _____

APPROVING AUTHORITY RECOMMENDATION:

Agent Signature _____ Date _____

Print Name _____

APPROVING AUTHORITY APPROVAL:

Management Signature _____ Date _____

Print Name _____

Project
2050-08-21

County
Milwaukee

Parcel
18

STATEMENT TO CONSTRUCTION ENGINEER

RE1528 01/2023 s. 84.09 Wis. Stats.

Copies to: project engineer and owner

Owner Name(s) City of Oak Creek	Property Address 204 West Marquette Avenue Oak Creek, WI 53154	Area code - phone Home: Cell: Work: Email:
	Mailing Address 8040 South 6 th Street Oak Creek WI 53154	
Tenant, if any	Property Address	Area code - phone Home: Cell: Work: Email:
	Mailing Address	

Commitments made (fences, driveways, trees, drainage or other items):

Other matters of interest and owner concerns:

_____ Property Owner Signature	_____ Date	_____ Negotiator Signature	_____ Date
_____ Property Owner Signature	_____ Date	James Weising Print Negotiator Name	

Commitments Approved:

_____ Approving Authority Signature and Title	_____ Date
_____ Print Approving Authority Name	

Project ID
2050-08-21

County
Milwaukee

Parcel No.
18



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 9/17/24 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,075.00 were collected.

Critical Success Factor(s):

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

Background:

1. Grant an Operator’s license to:
 - * Dominik H. Bottensek (Kwik Trip)
 - * Mary J. Perez (Pub 41, BP W Discount Liquor)
 - * Michelle L. Hein (Sidetracked)
 - * Heather A. Tamez (Target)
 - * Christina M. Blazek (Legion)
 - * Nicole M. Seelig (Community Center)
 - * Breeana R. Carda (BelAir Cantina)
 - * Jossue J. Perez (Homewood Suites)
 - * Candace C. Koenigsreiter (Target)
 - * Brittany D. Watkins (Kwik Trip)

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

Maxwell Gagrin, 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 August 28, 2024 Vendor Summary Report in the total of \$5,775,011.19

Fiscal Impact: Total claims paid of \$5,775,011.19

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. \$439,648.48 to All Ways Contractors (pg #1) for Abendschein parking lot and entrance road. Project #23003.
2. \$68,045.07 to Bestco UA (pg #2) for October retiree insurance.
3. \$213,694.91 to Broadacre Oak Creek, LLC (pg #3) for bond refund.
4. \$12,857.50 to Buelow Vetter (pg #34) for legal services.
5. \$12,571.95 to CDW Government, Inc. (pg #3) for vehicle antennas, cradlepoints, and keyboards.
6. \$3,211,809.42 to Commerce 94 Project DST (pg #34) for payment per developer agreement.
7. \$5,948.00 to Core BTS, Inc. (pg #34) for InformaCast public address/paging.
8. \$8,514.00 to DATCP (pg #4) for DATCP licenses.
9. \$7,446.00 to DoorMaster Garage Door Co. LLC (pg #5) for Door #10 opener replacement and Station #1 garage door repair.
10. \$19,243.96 to E. H. Wolf & Sons, Inc. (pg #5) for fuel inventory.
11. \$597,310.73 to Edgerton Contractors, Inc. (pg #34) for work on Lakefront Bluff Stabilization. Project #23005.
12. \$15,670.32 to Enterprise FM Trust (pg #24) for DPW vehicle lease monthly payment. Project #19024.
13. \$15,559.50 to Godfrey & Kahn S.C. (pg #35) for legal services regarding Oakview Business Park, redevelopment of lakefront site, and Union Pacific Railroad.
14. \$6,200.00 to Holiday Outdoor Décor (pgs #7 & 8) (6) 8' candy canes with bows.

-
15. \$79,505.81 to ICAP Development LLC (pg #35) for payment per developer agreement.
 16. \$14,722.01 to Kansas City Life Insurance Co. (pg #9) for October disability insurance.
 17. \$47,473.00 to Karl Ford (pg #9) for 2025 Ford Explorer.
 18. \$5,471.97 to Kronos, Inc. (pg #10) for OCPD Telestaff annual license fee.
 19. \$5,290.88 to Moran's Pub (pg #13) for reimbursement of Green and Gold Tailgate event.
 20. \$231,139.84 to Oak Creek Hotel Ventures, LLC (pg #14) for payment per developer agreement.
 21. \$83,663.77 to Payne & Dolan, Inc. (pg #14) for asphalt and annual road improvement project. Project #22003.
 22. \$5,000.00 to Pitney Bowes Bank Reserve Account (pg #15) for postage refill.
 23. \$6,993.63 to Securian Financial Group, Inc. (pg #16) for October employee life insurance.
 24. \$111,032.01 to Stella & Chewy's LLC (pg #35) for payment per developer agreement.
 25. \$5,612.24 to Superior Chemical Corp (pgs #18 & 19) for cleaning supplies.
 26. \$8,608.49 to TAPCO (pg #19) for DOT fiber optic splice. Project #22012.
 27. \$17,375.00 to Tyler Technologies, Inc. (pg #20) for consulting services.
 28. \$70,534.61 to US Bank (pgs #24-32) 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.
 29. \$64,696.51 to WE Energies (pgs #32) for street lighting, electricity & natural gas.
 30. \$9,441.58 to WI Court Fines & Surcharges (pg #20) for August court fines.
 31. \$194,414.33 to Willkomm Excavating (pg #21) for police parking lot restoration. Project #24003.
 32. \$20,082.40 to Wishin (pg #25) for subscription through July, 2029.

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: 09/11/2024 Invoice GL Distribution Report