



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

## COMMON COUNCIL MEETING AGENDA

MARCH 19, 2019  
7:00 P.M.

Daniel Bukiewicz - Mayor  
Steven Kurkowski - 1<sup>st</sup> District  
Greg Loreck - 2<sup>nd</sup> District  
Richard Duchniak - 3<sup>rd</sup> District  
Michael Toman - 4<sup>th</sup> District  
Kenneth Gehl - 5<sup>th</sup> District  
Chris Guzikowski - 6<sup>th</sup> District

### The City's Vision

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 3/5/19

### 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. **Rezone:** Consider a request by Steven Kraeger, to rezone the property at 3961 E. Oakwood Road from Rs-2, Single Family Residential to Rs-3, Single Family Residential (4<sup>th</sup> District).
5. **Ordinance:** Consider Ordinance No. 2931, approving a rezone of the property at 3961 E. Oakwood Road from Rs-2, Single Family Residential, to Rs-3, Single Family Residential (4<sup>th</sup> District).

### New Business

6. **Resolution:** Consider Resolution No. 12043-031919, a Resolution between the City of Oak Creek and the Oak Creek Franklin Joint School District to approve Memorandum of Understanding: Partnership on Local Traffic Calming and Pedestrian Safety Enhancements (Puetz Road Project) (3<sup>rd</sup> District).

### WATER & SEWER UTILITY

7. **Resolution:** Consider Resolution No. 12042-031919, a preliminary resolution declaring intent to exercise special assessment powers under Section 3.200 of the Municipal Code of the City of Oak Creek for completion of a 12" water main loop in West College Avenue from S. 27<sup>th</sup> Street to S. 20<sup>th</sup> St., and to establish a public hearing date of April 16, 2019 (Project No. 19103) (2<sup>nd</sup> District).

## **COMMUNITY DEVELOPMENT**

8. **Resolution:** Consider Resolution No. 12045-031919, approving a Final Subdivision Plat for East Brooke Preserve (Phase I) (2<sup>nd</sup> District).

## **ENGINEERING**

9. **Resolution:** Consider Resolution No. 12044-031919, accepting the 2018 Annual Report for Oak Creek's WPDES Storm Water (NR 216 permit) (by Committee of the Whole).
10. **Resolution:** Consider Resolution No. 12047-031919, accepting dedication of the public improvements and release from the Development Agreement for the Wall residence at 10100 S. 8<sup>th</sup> Avenue (Tax Key No. 918-9988-000) (4<sup>th</sup> District).
11. **Resolution:** Consider Resolution No. 12046-031919, accepting a temporary cul-de-sac easement from the property owner of 10100 S. 8<sup>th</sup> Avenue (Tax Key No. 918-9988-000) (4<sup>th</sup> District).
12. **Resolution:** Consider Resolution No. 12048-031919, approving a Storm Water Management Practices Maintenance Agreement with Oak Creek Rawson Industrial, LLC, for their HSA 6<sup>th</sup> and Rawson development located at 610 W. Rawson Avenue. (Tax Key Nos. 734-9001-002, 734-9001-001, 734-9990) (1<sup>st</sup> District).
13. **Motion:** Consider a motion to enter into an Environmental Professional Services Agreement with Stantec for the Lake Vista North site (8730, 8850, 8940, and 9010 S. 5<sup>th</sup> Ave.) for an estimated contract total of \$52,500 (4<sup>th</sup> District).

## **LICENSE COMMITTEE**

14. **Motion:** Consider a motion to adopt the License Committee recommendations as listed on the 3/19/19 License Committee Report (by Committee of the Whole).

## **VENDOR SUMMARY**

15. **Motion:** Consider a motion to approve the March 13, 2019 Vendor Summary Report in the combined total amount of \$430,640.15. (Of this total, \$8,745.00 will impact the 2018 fiscal year. The remaining amount, \$421,895.15, will impact the 2019 fiscal year) (by Committee of the Whole).

## **MISCELLANEOUS**

16. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes Section 19.85(1)(c) to discuss the performance evaluation for the City Administrator.
17. **Motion:** Consider a motion to reconvene into Open Session.
18. **Motion:** Consider a motion to take action, if required.

## **Adjournment.**

**Public Notice**

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, by fax at 766-7976, or by writing to the ADA Coordinator at the Oak Creek Health Department, 8040 S. 6<sup>th</sup> 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 be in attendance at 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 FEBRUARY 20 & 27, 2019

OFFICIAL NOTICE

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

**PURPOSE:** The purpose of this public hearing is to consider a request by Steven Kraeger, to rezone the property at 3961 E. Oakwood Road from Rs-2, Single Family Residential to Rs-3, Single Family Residential.

**Hearing Date:** March 19, 2019  
**Time:** 7:00 PM  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** Steven Kraeger  
**Property Owner(s):** Steven Kraeger & Equity Trust Company FBO  
**Property Location(s):** 3961 E. Oakwood Road  
**Tax Key(s):** 961-9999-000

**Legal Description:**

THAT PART OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION THIRTY-FIVE (35), IN TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-TWO (22) EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHEAST CORNER OF SAIDE ONE-QUARTER (1.4) SECTION; RUNNING THENCE SOUTHERLY ALONG THE EAST LINE OF SAIDE ONE-QUARTER (1/4) SECTION 287.88 FEET TO A POINT THENCE WESTERLY AND PARALLEL TO THE NORTH LINE OF SAID ONE-QUARTER (1/4) SECTION, 125.90 FEET TO A POINT; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF SAID ONE-QUARTER (1/4) SECTION, 287.88 FEET TO A POINT IN THE NORTH LINE OF SAID ONE-QUARTER (1/4) SECTION, THENCE EASTERLY ALONG THE NORTH LINE OF SAID ONE-QUARTER (1/4) SECTION, 125.90 FEET TO THE PLACE OF COMMENCEMENT.

The Common Council has scheduled other public hearings for March 19, 2019 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: February 13, 2019  
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 766-7000, or by writing to the ADA Coordinator at the Health Department, City Hall, 8040 South 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.





## COMMON COUNCIL REPORT

**Item:** Rezone - 3961 E. Oakwood Road

**Recommendation:** That the Council adopts Ordinance 2931, an ordinance to approve a rezone of the property at 3961 E. Oakwood Road from Rs-2, Single Family Residential, to Rs-3, Single Family Residential

**Fiscal Impact:** No immediate impact is anticipated as the parcel is currently undeveloped. Rezoning this property will allow for the re-subdivision of this parcel along with the parcel located at 10303 S. Chicago Road into four residential lots. A new home could be constructed on three of the four lots which would likely yield a positive fiscal impact in terms of assessed value.

**Critical Success Factor(s):**

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

**Background:** At the February 12, 2019 meeting, the Plan Commission reviewed a request by Steven Kraeger to rezone the property at 3961 E. Oakwood Road from Rs-2, Single Family Residential, to Rs-3 Single Family Residential.

The purpose of changing the zoning from Rs-2 to Rs-3, allows the owner, who also owns the adjacent parcel to the east, to subdivide his properties into four similar sized lots. A draft CSM is included with this report. The parcel meets lot area and width requirements for the zoning district. The proposed zoning district is consistent with the City’s Comprehensive Plan for single family residential. Staff supports the proposed zoning change.

If the zoning were to remain the same, the owner could still proceed with subdividing the parcels; however, the proposed new residential lots would need to be modified to meet Rs-2 and Rs-3 zoning regulations, resulting in one or more lots that would likely be narrower and less desirable.

The Plan Commission recommended Common Council approval at their meeting on February 12, 2019. Should the Council agree that rezoning the parcel at 3961 E. Oakwood Road to Rs-3, Single Family Residential is appropriate, a motion recommending approval is provided above.

**Options/Alternatives:** Council has the discretion to approve or not approve the proposed rezone request. Disapproval of the rezone would not prevent the two lots from being subdivide, however, the lots created

with split zoning may be less desirable and not increase the assessed values as much as if both lots had similar zoning.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Peter Wagner, AICP  
Zoning Administrator/Planner

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

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Attachments:

Ordinance 2925

Location Map

Hearing Notice

TO BE PUBLISHED FEBRUARY 20 & 27, 2019

OFFICIAL NOTICE

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

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**Time:** 7:00 PM  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** Steven Kraeger  
**Property Owner(s):** Steven Kraeger & Equity Trust Company FBO  
**Property Location(s):** 3961 E. Oakwood Road  
**Tax Key(s):** 961-9999-000

**Legal Description:**

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Date of Notice: February 13, 2019  
CITY OF OAK CREEK COMMON COUNCIL  
By: Daniel J. Bukiewicz, Mayor

**PUBLIC NOTICE**

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# Location Map

## 3961 E. Oakwood Rd.



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



### Legend



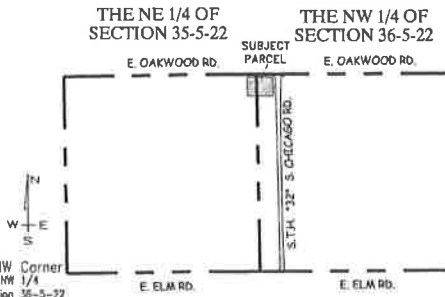
3961 E. Oakwood Rd.

CITY OF OAK CREEK  
 JAN 08 2019  
 RECEIVED

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 22 EAST, AND A PART OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 22 EAST IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 36-5-22, WHICH IS ASSUMED TO BEAR N 00°57'25" W, WI. STATE PLANE COORDINATE SYSTEM SOUTH ZONE PER FEB. 2018 C.S.S.D.



DEDICATED FOR PUBLIC STREET  
 4,111 Sq. Ft.

The NW Corner of the NW 1/4 of Section 36-5-22  
 Concrete Monument with Brass Cap  
 N : 319,700.52  
 E : 2,575,264.45

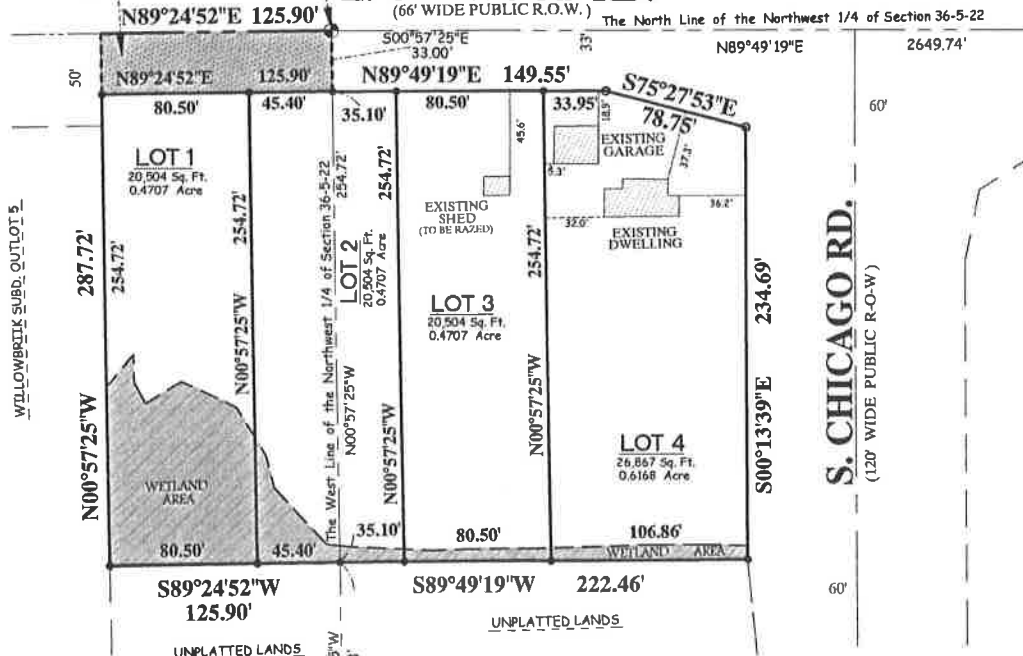
VICINITY MAP  
 1" = 2000'

PREPARED FOR :

STEVEN KRAEGER  
 10303 S. CHICAGO RD.  
 3961 E. OAKWOOD RD.  
 OAK CREEK, WI 53154

POC

**E. OAKWOOD RD.**  
 (66' WIDE PUBLIC R.O.W.)



- - DENOTES SET 3/4" X 18" LONG IRON REBAR WEIGHING 1.13 LBS.
- - DENOTES FOUND IRON REBAR WITH CAP

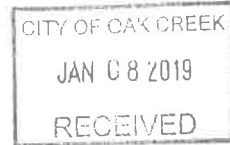
The SW Corner of the NW 1/4 of Section 36-5-22  
 Concrete Monument with Brass Cap  
 N : 317,045.24  
 E : 2,575,308.80

**SURVEYING ASSOCIATES, INC.**  
 MEMBER OF WISCONSIN SOCIETY OF LAND SURVEYORS & NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS

2554 N. 100TH STREET  
 P.O. BOX 26596  
 WAUWATOSA, WISCONSIN 53226  
 (414) 257-2212 FAX: (414) 257-2443  
 sai@wl.rr.com

MARC C. PASSARELLI P.L.S. # 2817





CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWN 5 NORTH, RANGE 22 EAST, AND A PART OF NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 36, TOWN 5 NORTH, RANGE 22 EAST IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE  
STATE OF WISCONSIN)  
MILWAUKEE COUNTY )SS

I, Marc C. Passarelli, a Professional Land Surveyor do hereby certify:

That I have surveyed, divided and mapped a part of the Northeast ¼ of the Northeast ¼ of Section 35, Town 5 North, Range 22 East, and a part of the Northwest ¼ of the Northwest ¼ of Section 36, Town 5 North, Range 22 East in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of Section 36; thence South 00° 57' 25" East along the West line of said ¼ Section, 33.00 feet to a point on the South right of way line of East Oakwood Road; thence North 89° 49' 19" East along said South line 149.55 feet; thence South 75° 27' 53" East along said South line, 78.75 feet; to a point on the West right of way line of South Chicago Road; thence South 00° 13' 39" East along said West line, 234.69 feet; thence South 89° 49' 19" West, 222.46 feet to the West line of said ¼ Section; thence South 89° 24' 52" West, 125.90 feet; thence North 00° 57' 25" West, 287.72 feet to the centerline of East Oakwood Road also being the North line of the Northeast ¼ of Section 35; thence North 89° 24' 52" East, 125.90 feet along said centerline to the point of commencement. Dedicating the North 33.00 feet of the Westerly 125.90 feet to the public for street purposes. Containing 4,111 square feet (0.094 acres) of land.

That I have made such survey, land division and map by the direction of the Equity Trust Company Custodian FBO Steven F. Kraeger, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Chapter 18 of the Municipal Code of the City of Oak Creek in surveying, dividing and mapping the same.

Dated this 29<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
Marc C. Passarelli S-2817  
Wisconsin Professional Land Surveyor

ORDINANCE NO. 2931

By: \_\_\_\_\_

AN ORDINANCE TO REZONE THE PROPERTY AT 3961 E. OAKWOOD ROAD  
FROM RS-2, SINGLE FAMILY RESIDENTIAL TO RS-3, SINGLE FAMILY  
RESIDENTIAL

(4<sup>th</sup> Aldermanic District)

WHEREAS, Steven Kraeger has proposed a rezoning of the property at 3961 E. Oakwood Road from Rs-2, Single Family Residential District to Rs-3, Single Family Residential District.

WHEREAS, the property is more precisely described as follows:

THAT PART OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION THIRTY-FIVE (35), IN TOWNSHIP FIVE (5), RANGE TWENTY-TWO (22) EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID ONE-QUARTER (1/4) SECTION; RUNNING THENCE SOUTHERLY ALONG THE EAST LINE OF SAID ONE-QUARTER (1/4) SECTION 287.88 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE NORTH LINE OF SAID ONE-QUARTER (1/4) SECTION, 125.90 FEET TO A POINT; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF SAID ONE-QUARTER (1/4) SECTION, 287.88 FEET TO A POINT IN THE NORTH LINE OF SAID ONE-QUARTER (1/4) SECTION, THENCE EASTERLY ALONG THE NORTH LINE OF SAID ONE-QUARTER (1/4) SECTION, 125.90 FEET TO THE PLACE OF COMMENCEMENT.

WHEREAS, the Plan Commission reviewed the application and recommended that the rezoning request be approved; and

WHEREAS, the Common Council held a public hearing on said application on March 19, 2019, at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing and upon favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved for the lands hereinabove described.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands at 3961 E. Oakwood Road hereinabove described shall be rezoned from Rs-2, Single Family Residential District to Rs-3, Single Family Residential District, and the Zoning Map of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.

SECTION 2: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 3: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 4: The rezoning shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.

Passed and adopted this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
President, Common Council

Approved this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE:      Ayes \_\_\_\_\_      Noes \_\_\_\_\_





## COMMON COUNCIL REPORT

**Item:** MOU between the City of Oak Creek and Oak Creek/Franklin Joint School District regarding a Partnership on Local Traffic Calming and Pedestrian Safety Enhancements (Puetz Road Project)

**Recommendation:** Review and Approve Resolution No. 12043-031919, A Resolution between the City of Oak Creek and Oak Creek Franklin Joint School District to Approve Memorandum of Understanding: Partnership on Local Traffic Calming and Pedestrian Safety Enhancements (Puetz Road Project)

**Fiscal Impact:** Actual bid and materials costs are conservatively estimated at ~\$97,000 of which OCFJSD will contribute \$50,000. In the end, the City's share will likely fall in the \$40,000 range. The Council can fund this project through the Strategic Action Plan fund.

**Critical Success Factor(s):**

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

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**Background:** At its March 6, 2019 meeting, the Common Council approved Resolution No. 12033-030519 approving the Safe Routes to School Plan. By design, the "SRTS" program is specific to elementary and middle schools; the program does not incorporate high schools and higher education facilities. To supplement the SRTS plan, City engineering staff have reviewed current traffic and pedestrian regulation in/near the OC High School campus, specifically Puetz Road to Oak Park Drive. The City arrived at certain engineering solutions and associated cost estimates for this road segment and shared those recommendations with OCFJSD officials.

Through discussions among City and School District staff, both parties were eager to implement regulatory enhancements to this road segment as soon as possible. To secure that partnership, parties negotiated the MOU before the Council this evening. The Board of Education will consider a similar approval action at its March 25 meeting.

**Options/Alternatives:** The Council could choose not to go forward with the project, which action would jeopardize the project and/or the cost sharing agreement with the OCFJSD.

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Respectfully submitted:

Andrew J. Vickers, MPA

Prepared:

City Administrator

Fiscal Review:

A handwritten signature in black ink, appearing to read "Bridget M. Souffant". The signature is written in a cursive, flowing style with some overlapping letters.

Bridget M. Souffant

Assistant City Administrator/Comptroller

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Attachments: MOU document and associated Exhibit

RESOLUTION NO. 12043-031919

RESOLUTION BETWEEN THE CITY OF OAK CREEK AND THE OAK CREEK-FRANKLIN JOINT SCHOOL DISTRICT TO APPROVE MEMORANDUM OF UNDERSTANDING: PARTNERSHIP ON LOCAL TRAFFIC CALMING AND PEDESTRIAN SAFETY ENHANCEMENTS (PUETZ ROAD PROJECT)

WHEREAS, the City of Oak Creek ("City") and the Oak Creek-Franklin Joint School District ("School District") agree that pedestrian safety, particularly in and adjacent to community schools, is of the utmost importance; and

WHEREAS, the City and School District have been collaborating for some time regarding certain public works improvements including traffic controls and signage features with the goal of improving pedestrian safety on Puetz Road, namely between Howell Avenue and Oak Park Drive; and

WHEREAS, the City and School District desire to partner regarding said improvements, with the City being responsible for the design, materials procurement, construction management and maintenance, and the School District agreeing to reimburse the City \$50,000 of the actual costs incurred;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the MOU between the School District and the City pertaining to local traffic calming and pedestrian safety enhancements for the Puetz Road project, a joint project between the School District and City, is hereby approved, and the Mayor and City Clerk are authorized to execute same on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19<sup>th</sup> day of March, 2019.

Passed and adopted this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Common Council President Kenneth Gehl

Approved this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Mayor Daniel J. Bukiewicz

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

VOTE: Ayes \_\_\_\_ Noes \_\_\_\_

**MEMORANDUM OF UNDERSTANDING:  
PARTNERSHIP ON LOCAL TRAFFIC CALMING AND  
PEDESTRIAN SAFETY ENHANCEMENTS  
(PUETZ ROAD PROJECT)**

This Memorandum of Understanding (“MOU”) between the City of Oak Creek (“City”) and the Oak Creek-Franklin Joint School District (“School District”) outlines an agreement to partner on certain traffic controls and signage features with the goal of improving pedestrian safety on Puetz Road, namely between Howell Avenue and Oak Park Drive (“Road Segment”).

**WHEREAS**, the City has exclusive jurisdiction over placing features within the rights-of-way of the Road Segment; and,

**WHEREAS**, the City utilizes generally-accepted engineering best practices as relates to traffic attenuation, and utilizes the Manual on Uniform Traffic Control Devices regarding specifications of regulatory signage; and,

**WHEREAS**, the Road Segment is a significantly traveled thoroughfare for students and other pedestrians traveling by foot as well as commuters traveling via automobile; and,

**WHEREAS**, the City and School District agree that pedestrian safety, particularly in and adjacent to community schools, is of the utmost importance; and,

**WHEREAS**, to augment existing safety features on the Road Segment, representatives from the City and School District have collaborated on certain public works improvements (the “Work”), and wish that said improvements are constructed as soon as is reasonably practical.

**NOW THEREFORE IT IS HEREBY AGREED:**

1. The above recital is hereby incorporated and made a part of this MOU.
2. The City shall be responsible for the design, materials procurement, and construction management for the Work on the Road Segment, as is normal and customary for City roads and rights-of-way.
3. The scope of the Work is depicted graphically as Exhibit A attached hereto, but is itemized more particularly as follows:

- a. Elimination of crosswalks on the west side of two intersections - Knights Place & S. Oak Park Drive;
  - b. Reconstruction of crosswalks on the east side of two intersections – S. Mayhew Drive & S. Oak Park Drive;
  - c. High visibility crosswalk pavement markings on crosswalks at three intersections – Knights Place, S. Mayhew Drive & S. Oak Park Drive;
  - d. Installation of LED School Crossing Assemblies at three intersections - Knights Place, S. Mayhew Drive & S. Oak Park Drive:
    - Includes nine assembly poles, nine solar panels & batteries, nine wireless communications @ three locations, three time clocks & twelve school crossing signs with LED lights
  - e. Modify School Zone Assembly (flashing lights) to now read “WHEN FLASHING” vs. “WHEN CHILDREN ARE PRESENT” (four locations);
  - f. “SCHOOL” pavement markings at six locations.
4. The City and School District agree to a Cost-Share Agreement for funding the costs of the Work. The School District shall reimburse the City \$50,000 of the actual costs incurred by the City to complete the Work. Wherever possible, the City at its discretion will utilize existing DPW crew to perform the Work. To satisfy the Cost-Share Agreement, the City will submit an invoice to the School District after completion of the Work, which invoice the School District shall promptly pay.
  5. City and School District administrative staff, upon their mutual agreement, may add measures to the above scope of Work, and reserve the right to implement additional measures without formal amendment to this MOU, as long as the measures do not exceed the liability limitations outlined in the Cost-Share Agreement.
  6. The City is solely responsible for any necessary maintenance regarding the Work. The School District shall have no responsibility regarding the Work, including but not limited to its construction, maintenance and improvements, other than the responsibility to pay its \$50,000 contribution outlined in article 4.
  7. This MOU may be formally amended by mutual consent of the Common Council of the City of Oak Creek and the Board of Education of the Oak Creek-Franklin Joint

School District. Any amendment to this MOU must be made in writing and signed by both parties.

8. In witness thereof, the Common Council of the City of Oak Creek and the Board of Education of the Oak Creek-Franklin Joint School District have authorized this MOU to be signed by their appropriate officers.

{SIGNATURE PAGE FOLLOWS}

Date: \_\_\_\_\_

City of Oak Creek

By: \_\_\_\_\_

Daniel J. Bukiewicz, Mayor

Attest: \_\_\_\_\_

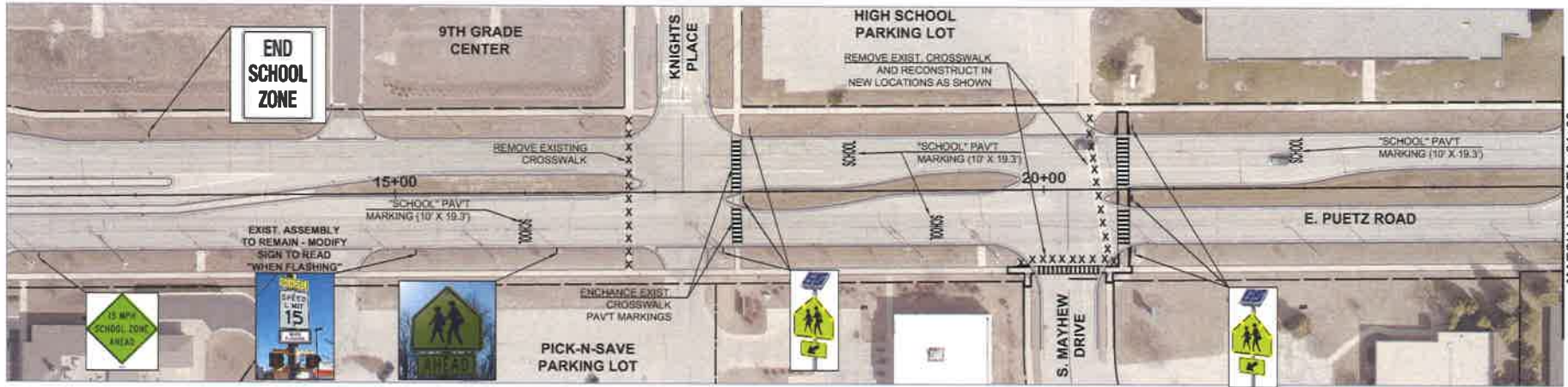
Catherine A. Roeske, City Clerk

Date: \_\_\_\_\_

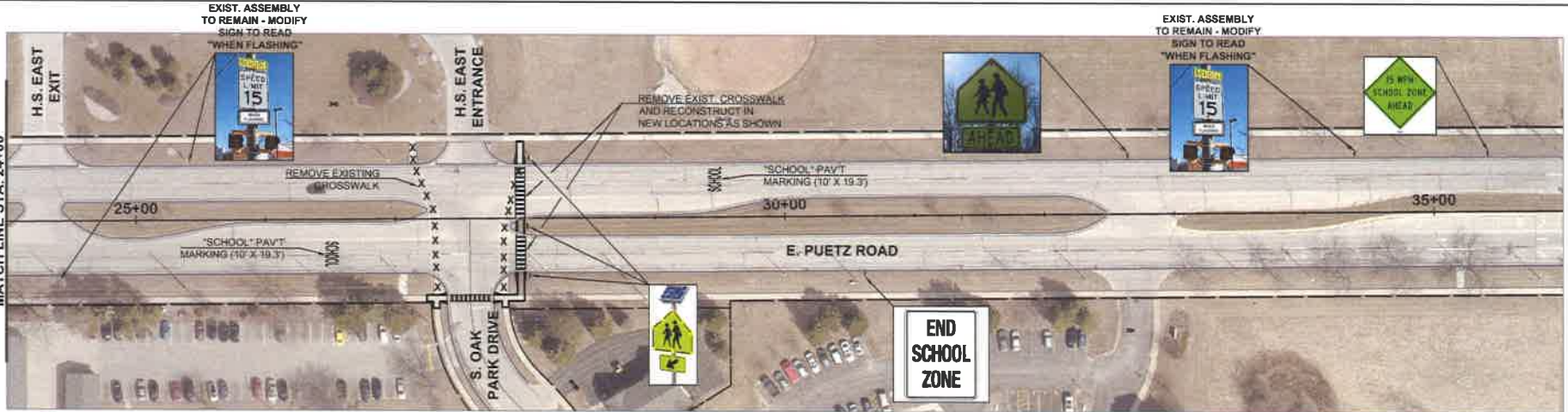
Oak Creek-Franklin Joint School District

By: \_\_\_\_\_

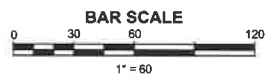
Frank Carini, BOE President



MATCH LINE STA. 24+00



MATCH LINE STA. 24+00



<b>CITY OF OAK CREEK - ENGINEERING DEPARTMENT</b>							
SA	DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE	APPROVED BY
ST.	M. SULLIVAN	2/19	M. SULLIVAN	2/19			
W.	<b>LED SIGNS ONLY</b>						
G.	<b>TRAFFIC CONTROL FOR SCHOOL ZONE</b>						
E.	<b>OAK CREEK HIGH SCHOOL</b>						
T.	<b>E. PUETZ ROAD</b>						
I.	APPROVED BY COUNCIL RESOLUTION NO.						FILE NO:
TS.	CITY ENGINEER						DATE
PP.	SCALE						SHEET
	PLAN HOR 1" = 80'						OF
	PROFILE HOR N/A						
	VER N/A						





### COMMON COUNCIL REPORT

**Item:** Special Assessment, West College Avenue, Project No. 19103

**Recommendation:** That the Common Council adopt Resolution 12042-031919, a preliminary resolution declaring intent to exercise special assessment powers under Section 3.200 of the Municipal Code of the City of Oak Creek. (Project 19103) (2nd Aldermanic District).

**Fiscal Impact:** The Oak Creek Water and Sewer Utility will initially fund the entire cost of the project, and shall be reimbursed as special assessments are received. The estimated cost of the project is \$485,000.

**Critical Success Factor(s):**

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

**Background:** This project was initiated by the Oak Creek Water and Sewer Utility Commission (Commission) and completes a 12" water main loop in West College Avenue from South 27th Street to South 20th Street. It includes directional drilling 1,850' of 12" water main pipe with appurtenances and associated restoration. This loop will provide for improved water quality and a secondary feed for the business district along the South 27th Street corridor.

**Options/Alternatives:** Do Nothing

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Brian L. Johnston, PE  
Utility Engineer

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Attachments: 12042-031919 Preliminary Assessment Resolution, map

**RESOLUTION NO. 12042-031919**

BY: \_\_\_\_\_

**PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE  
SPECIAL ASSESSMENT POWERS UNDER SECTION 3.200  
OF THE MUNICIPAL CODE OF THE CITY OF OAK CREEK  
(WATER MAIN IN WEST COLLEGE AVENUE)**

**(PROJECT NO. 19103)**

**(2<sup>ND</sup> ALDERMANIC DISTRICT)**

RESOLVED, by the Common Council of the City of Oak Creek, Wisconsin:

1. The Common Council hereby declares its intentions to exercise its power under Section 3.200 of the Municipal Code of the City of Oak Creek, to levy special assessments upon property within the following described district for benefits conferred upon such property by the following improvements in the following location:

PROJECT NO. 19103 WATER MAIN AND APPURTENANCES

All property fronting on:

The south Side of West College Avenue

From: Approx. 400 feet east of S. 27<sup>th</sup> Street

To: Approx. 525 feet west of S. 20<sup>th</sup> Street

2. Said public improvements shall include the installation of water main and appurtenances.
3. The total amount assessed against such district shall not exceed the portion of the total cost of the improvements to be paid by the City of Oak Creek. The Common Council determines that such improvements shall be made under the police power. Each of the abutting property owners shall be assessed for the improvements in the manner set forth in Section 3.200 of the Municipal Code of the City of Oak Creek and the assessment rates as set forth in Common Council Resolution No. 10751-041707.
4. The Common Council further declares that the assessments may be paid in cash, in five/ten annual installments in accordance with Section 3.210 of the Municipal Code of the City of Oak Creek; if paid in installments, the same shall bear interest at the rate of 4% per annum on the unpaid balance.

For those properties which are vacant or have one residential dwelling unit, that are two and one half (2 ½) acres or more in area, or have three hundred thirty (330) feet or more of assessed frontage, payment shall be made within twenty (20) years of the date of levy in equal annual installments on the property tax bill with interest at the rate of 4% per annum on the unpaid balance.

5. The Utility Engineer is directed to prepare a report consisting of:

- A. Preliminary plans and specifications for said improvements.
  - B. An estimate of the entire cost of the proposed improvements.
  - C. A schedule of the proposed assessments to be levied against such parcel of property within the assessment district.
  - D. Upon completing such report, the Utility Engineer is directed to file a copy thereof in the City Clerk's office for public inspection.
6. Upon receiving the notice of the Utility Engineer, the Clerk is directed to give notice of a public hearing on such report as specified in Section 3.203 of the Municipal Code of the City of Oak Creek.

The hearing shall be held at the Council Chambers in the City Hall at a time set by the Clerk in accordance with Section 3.203 of said code.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held on the 19<sup>th</sup> day of March, 2019.

Passed and adopted this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
President, Common Council

Approved this 19<sup>th</sup> day of March, 2019.

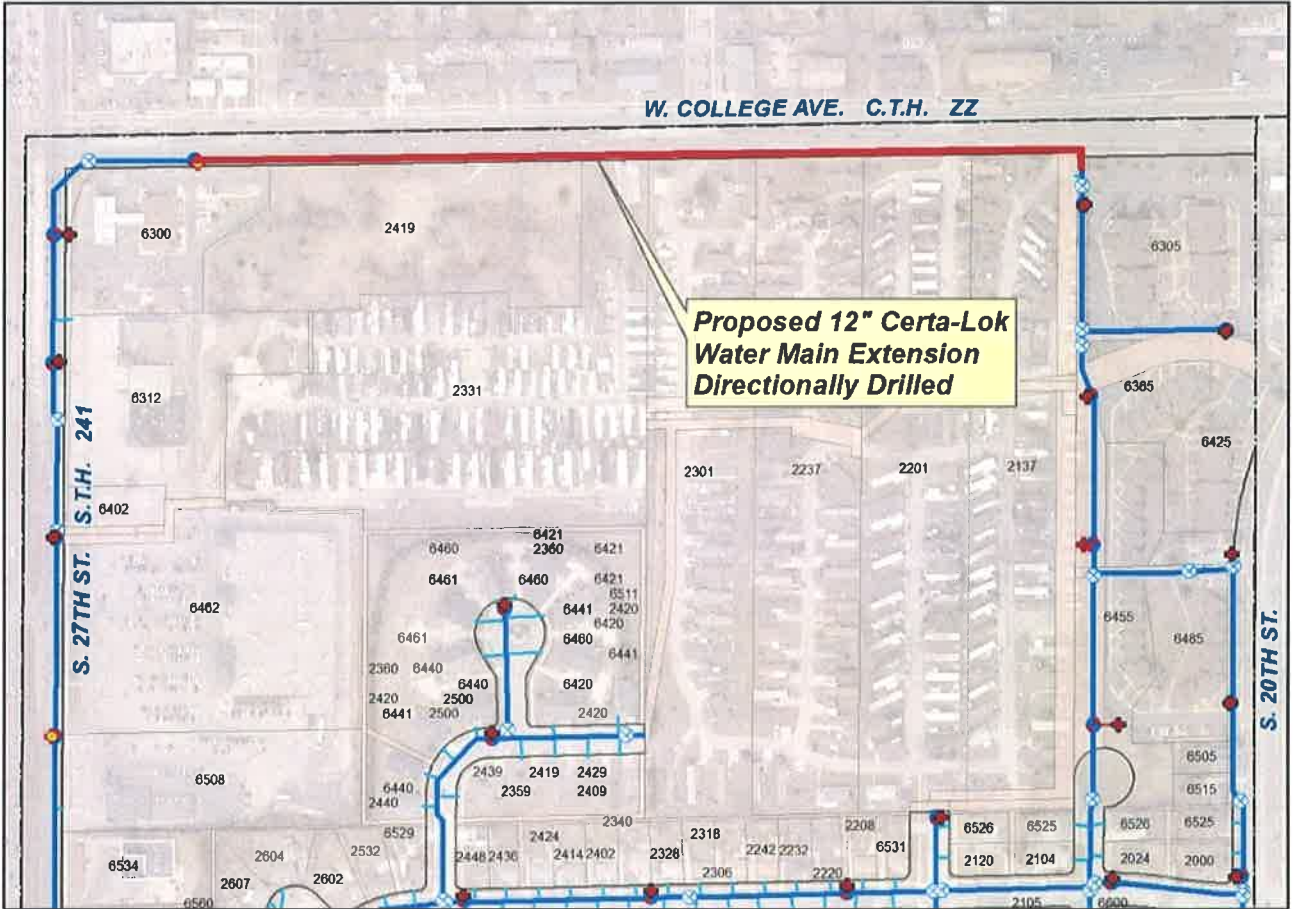
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

# PROPOSED WATER MAIN WEST COLLEGE AVENUE





## COMMON COUNCIL REPORT

- Item:** Final Subdivision Plat - Glen Crossing Addition No. 2 (Phase 2) - 8459 S. Rosewood Ln. (formerly 8400 S. Nighthawk Tr.).
- Recommendation:** That the Council adopts Resolution No. 12045-031919, a resolution approving a Final Subdivision Plat for East Brooke Preserve (Phase I).
- Fiscal Impact:** Addition No. 2 (aka, Phase 2) will create 21 new, conforming single-family residential lots. Future development of the single-family residential lots will yield positive fiscal impacts in terms of assessed value, permit fees, and impact fees (\$3,996 per lot). This property is not currently part of a TID.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
  - Thoughtful Development and Prosperous Economy
  - Safe, Welcoming, and Engaged Community
  - Inspired, Aligned, and Proactive City Leadership
  - Financial Stability
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** The Applicant, Robert Stack, Glen Crossing, LLC, is requesting approval of a Final Subdivision Plat for the property at 8459 S. Rosewood Ln. (formerly 8400 S. Nighthawk Tr.), known as Glen Crossing Addition No. 2 (aka, Phase 2). Council will recall that this subdivision addition was to be completed in two (2) phases, the first of which was approved in August of 2018. Addition No. 1 (aka, Phase 1) contains 23 new single-family residential lots ranging in size from 12,323 square feet to 24,840 square feet. Addition No. 2 contains 21 new single-family residential lots ranging in size from 13,125 square feet to 19,826 square feet. Nighthawk Trail has been extended south to the property line, with a requirement for a temporary cul-de-sac and restriction on building until the future road extension south is constructed. Rosewood Trail has also been extended south to the property line. A new east-west road called W. Sunrise Pass connects the S. Rosewood Lane and S. Nighthawk Trail road extensions.

Public infrastructure improvements are currently nearing completion, with the exception of WE Energies' installation of utilities. Due to frozen ground conditions, the final installation is anticipated immediately after thaw. The Engineering Department has been in contact with the Applicant regarding this situation, and has indicated that the submission of written documentation detailing the agreement between the Applicant and WE Energies for the installation of utilities will be sufficient to satisfy their concerns for the outstanding requirement.

The Plan Commission reviewed the Final Subdivision Plat at their March 12, 2019 meeting, and recommended Council approval with the following conditions (included in the Resolution):

1. That documentation confirming WE Energies' and Glen Crossing, LLC's agreement for the installation of utilities immediately upon thaw is provided to the Engineering Department prior to Common Council review of the Final Plat.

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

As of writing this report, some documentation to fulfill Condition 1 has been submitted to the Engineering Department for review.

**Options/Alternatives:** Council has the discretion to approve the Plat with conditions, modify the conditions of Final Plat Approval, or deny the request.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



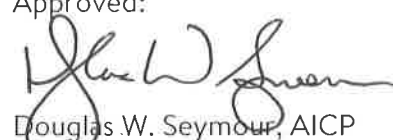
Kari Papelbon, CFM, AICP  
Planner

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

---

Attachments:

Resolution 12045-031919

Location Map

Glen Crossing Addition No. 2 (Phase 2) Final Plat

RESOLUTION NO. 12045-031919

BY \_\_\_\_\_

RESOLUTION APPROVING THE  
FINAL PLAT FOR THE GLEN CROSSING ADDITION NO. 2 (PHASE 2)  
SUBDIVISION

(2<sup>nd</sup> Aldermanic District)

WHEREAS, it appears that the subdivision plat submitted by ROBERT STACK, GLEN CROSSING, LLC, hereinafter referred to as the subdivider, for the subdivision known as GLEN CROSSING ADDITION NO. 2 (Phase 2), is in compliance with all statutory requirements; and

WHEREAS, letters of no objection of said subdivision by the reviewing agencies per Wisconsin Statutes and Municipal Code shall be received prior to recording; and

WHEREAS on March 12, 2019, the Oak Creek Plan Commission conditionally approved the final plat for the subdivision known as Glen Crossing Addition No. 2 (Phase 2); and,

WHEREAS, the public improvements, with the exception of the final lift of asphalt and installation of street lights, have been installed pursuant to a development agreement approved by Resolution No. 11848-081517, and those improvements, with the exception of the installation of WE Energies utilities, have been certified complete by the City Engineer, the Streets Department and the Water and Sewer Utility; and,

WHEREAS on March 12, 2019, the Oak Creek Plan Commission recommended approval of the final plat for the subdivision subject to the following conditions:

1. That documentation confirming WE Energies' and Glen Crossing, LLC's agreement for the installation of utilities immediately upon thaw is provided to the Engineering Department prior to Common Council review of the Final Plat.
2. That any technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW THEREFORE, BE IT RESOLVED that the final plat for GLEN CROSSING ADDITION NO. 2 (Phase 2) is hereby approved subject to the following conditions:

1. That documentation confirming WE Energies' and Glen Crossing, LLC's agreement for the installation of utilities immediately upon thaw is provided to the Engineering Department prior to Common Council review of the Final Plat.
2. That any technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

BE IT FURTHER RESOLVED that the final plat shall not be recorded until letters of no objection of said subdivision are received from the Wisconsin Department of Administration and the Milwaukee County Department of Public Works.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
President, Common Council

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

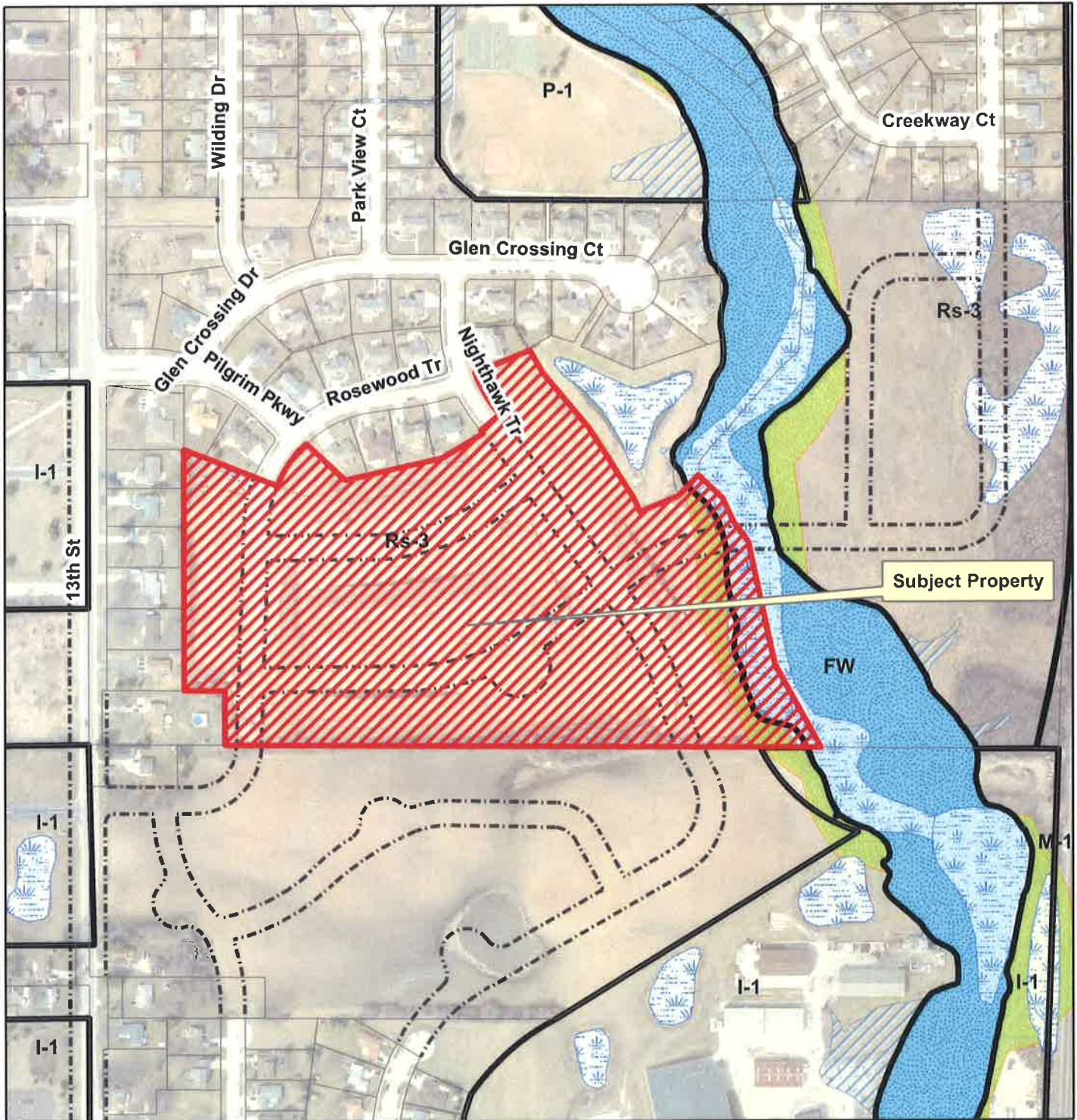
\_\_\_\_\_  
City Clerk

VOTE: Ayes: \_\_\_\_ Noes: \_\_\_\_

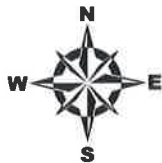


# Location Map

## 8400 S. Nighthawk Tr.



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



### Legend

- 8400 S. Nighthawk Tr.
- Floodplain (2008)
- Officially Mapped Streets
- Floodway (2008)
- DNR Wetland Inventory
- Environmental Corridor

Department of Community Development

# Glen Crossing Addition No. 2

BEING A REMAPPING OF OUTLOT 6 OF GLEN CROSSING ADDITION NO. 1 LOCATED IN THE NW 1/4 AND NE 1/4 OF THE SW 1/4 OF SECTION 17, T.5 N., R.22 E., CITY OF OAK CREEK, MILWAUKEE COUNTY, WI.

CURVE NO.	LOT NO.	RADIUS	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING	TANGENT BEARING-IN	TANGENT BEARING-OUT
1	42	14.50	90°00'00"	22.78	20.51	S. 44°14'18" E.	S. 89°24'18" E.
2	44	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
3	46	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
4	48	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
5	50	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
6	52	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
7	54	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
8	56	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
9	58	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
10	60	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
11	62	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
12	64	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
13	66	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
14	68	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
15	70	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
16	72	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
17	74	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
18	76	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
19	78	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.
20	80	16.00	90°00'00"	25.73	24.27	S. 44°14'18" E.	S. 89°24'18" E.



### LEGEND:

- ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SW 1/4 OF SECTION 17, T.5 N., R.22 E. BEARING N 00°00'12" E. BASED ON GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 27.
- 1.1" x 1/8" ROUND SOLID IRON REBAR WEIGHING 1.20 LBS. / FT. SET
- 1.1" x 1/8" ROUND SOLID IRON REBAR, FOUND
- IRON PIPE, FOUND AS NOTED
- ALL OTHER LOT CORNERS ARE MARKED BY A 1" x 1/8" IRON PIPE WEIGHING 1.10 LBS. / LIN. FT. SET
- ALL DISTANCES, LENGTHS AND WIDTHS ARE MEASURED AND COMPUTED TO THE NEAREST HUNDREDTH OF A FOOT
- DISTANCES SHOWN ALONG CURVES ARE THE ARC LENGTHS
- DENOTES - WISCONSIN ELECTRIC COMPANY UTILITY EASEMENTS
- SEE UTILITY EASEMENT PROVISIONS, SHEET 2 OF 2 (Easement widths vary as noted)
- W.L. = MARKED WETLAND LINE

HORIZONTAL DATUM BASED ON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AS PUBLISHED BY SOUTHEASTERN WIS. REGIONAL PLANNING COMMISSION HAVING A NEUTRON DATE OF NOVEMBER 1983



### BUILD-SETBACK LINES:

MIN. FRONT YARD = SEE NOTE BELOW  
 MIN. SIDE YARD = 10 FEET  
 MIN. REAR YARD = 30 FEET  
 Note: Front yard building setback distance shall comply with the established minimum front yard setbacks as shown on the plat map. Building setback distances for lots having frontage along two streets (i.e. a corner lot) may vary the front setback by a maximum 20' feet measured from the street light of way to the side of the dwelling structure.

### OUTLOT NOTE:

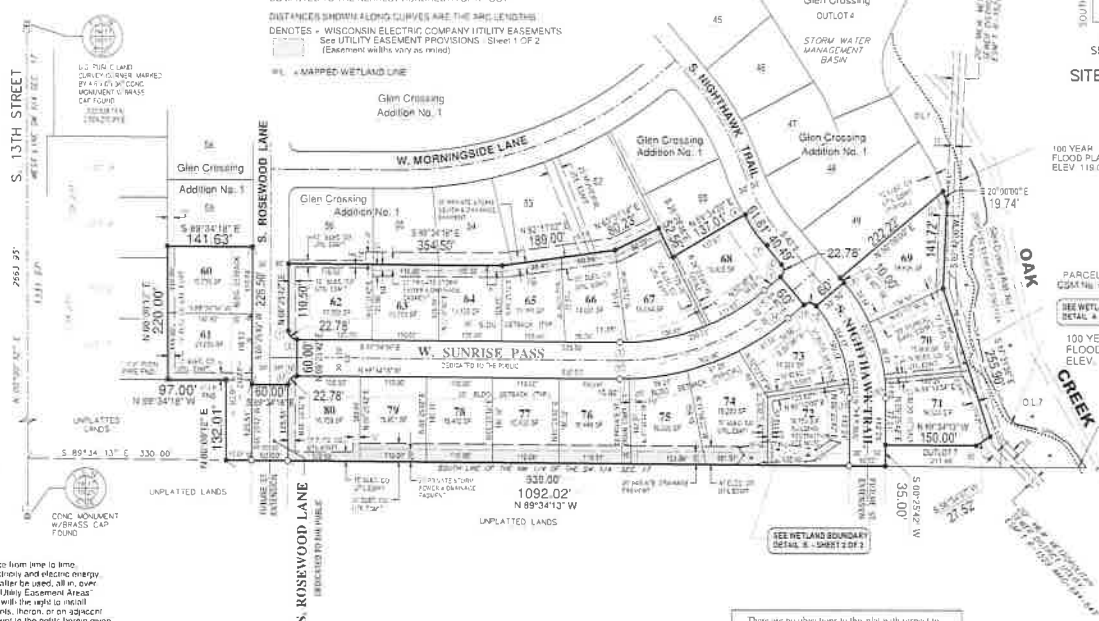
Outlet of the subdivision plat of Glen Crossing, and all future phases of the Glen Crossing Development, shall be owned and maintained by the Glen Crossing Homeowners Association. Any individual lot owner shall have an individual liability for the portion of Outlet 6, Milwaukee County and the City of Oak Creek shall not be liable for any fines or special assessments in the City of Milwaukee County or the City of Oak Creek should become the owner of any lot in the subdivision by reason of delinquency.  
 The Homeowners Association shall maintain and defend in an unobstructed condition as to its maintenance its intended purpose. Construction of any building, grading or filling of said outlet is prohibited unless approved by the City of Oak Creek.  
 The Homeowners Association grants to the City the right, but not the responsibility, to enter upon this outlet in order to inspect, repair or restore said outlet for its intended purpose. Expenses incurred by the City for said inspections, repair or restoration of said outlet may be placed against the lot owner and associated and collected as a special charge by the City.

**THE UTILITY EASEMENT PROVISIONS**  
 An easement for electric, natural gas, and communications service is hereby granted by GLEN CROSSING, LLC, Grantor, to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee. Wisconsin Bell Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantor, and CHARTER COMMUNICATIONS OPERATING, LLC, Grantor, their respective successors and assigns, to construct, install, replace, repair, maintain and replace from time to time, facilities in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat as electric and gas, whether public or private, together with the right to install, construct, maintain, repair, replace, and remove any such facilities on the surface of each lot to serve improvements, thereon, or on adjacent lots, also the right to install, construct, maintain, repair, replace, and remove any such facilities on the surface of each lot to serve improvements, thereon, or on adjacent lots, also the right to install, construct, maintain, repair, replace, and remove any such facilities on the surface of each lot to serve improvements, thereon, or on adjacent lots, also the right to install, construct, maintain, repair, replace, and remove any such facilities on the surface of each lot to serve improvements, thereon, or on adjacent lots.

**BUILDING RESTRICTION**  
 NOTE: NO BUILDING SHALL BE CONSTRUCTED UPON LOT 72 UNTIL S. NIGHTHAWK TRAIL IS EXTENDED AND THE TEMPORARY CUL-DE-SAC TURN-AROUND IS REMOVED.

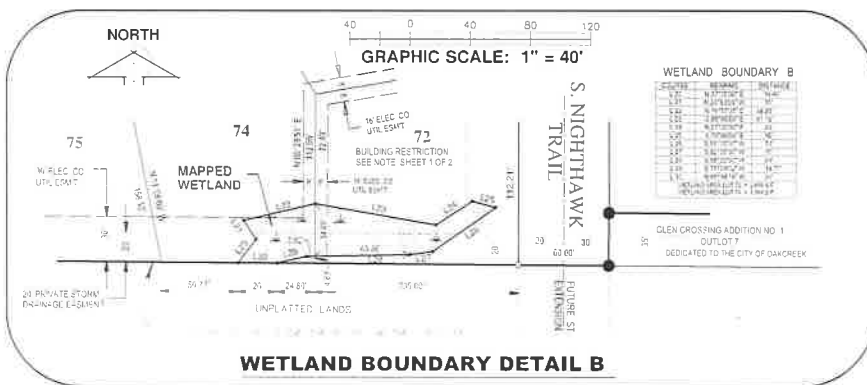
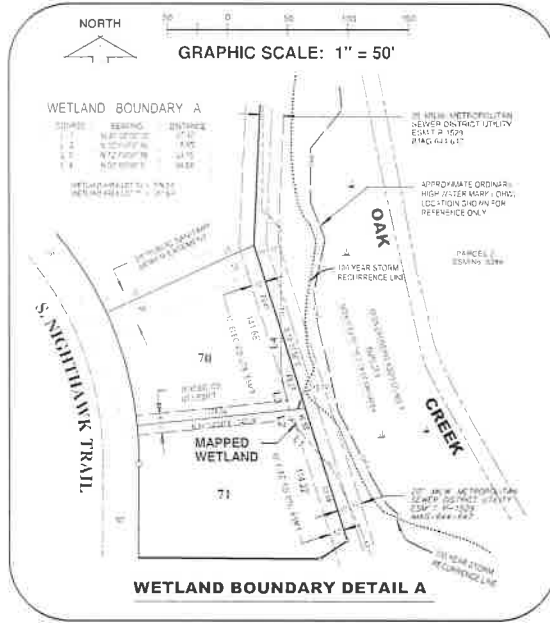
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.24(1) and (2) Wis. Stats. as provided by s. 236.13, Wis. Stats.  
 Certified \_\_\_\_\_  
 Department of Administration

REVISED THIS 17th DAY OF JANUARY, 2012  
 Robert G. Fox  
 SHEET 1 OF 2



# Glen Crossing Addition No. 2

BEING A REMAPPING OF OUTLOT 6 OF GLEN CROSSING ADDITION NO. 1 LOCATED IN THE NW 1/4 AND NE 1/4 OF THE SW 1/4 OF SECTION 17, T.5 N., R.22 E., CITY OF OAK CREEK, MILWAUKEE COUNTY, WI.



## SURVEYOR'S CERTIFICATE:

I, Robert G. Fox, Registered Land Surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Oak Creek and according to the instructions and decorations furnished to me by the owner listed hereon, I have surveyed and mapped "GLEN CROSSING ADDITION NO. 2", and that such plat correctly represents all exterior boundaries and subdivisions of the land surveyed and that such land is a remapping of all of Outlots 6 of Glen Crossing Addition No. 1, a subdivision of public record, located in the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 17, T.5 N., R.22 E., City of Oak Creek, Milwaukee County, Wisconsin.

(Acres Contain: 424.147 Square Feet or 9.737 acres, more or less.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Robert G. Fox  
Professional Land Surveyor No. 5, 1442

## OWNER'S CERTIFICATE OF DEDICATION:

GLEN CROSSING LLC, a Wisconsin Limited Liability Company, as owner, hereby certifies that it has caused the land described on the plat of "GLEN CROSSING ADDITION No. 2" to be surveyed, divided, mapped and dedicated as represented, and hereby certifies that a plat is required by Section 236.10 of Sections 236.12 of the Wisconsin Statutes to be submitted to the following agencies for approval or objection:

- APPROVING AGENCIES:  
AGENCIES WHO MAY OBJECT:  
1) City of Oak Creek  
2) Wisconsin Department of Administration, Plat Review  
3) Milwaukee County Department of Public Works

WITNESS the hand and seal of said Owners, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, in the presence of:

Witness: Roger W. Johnson, Member

Witness: Robert W. Slack, Member

STATE OF WISCONSIN )  
COUNTY OF WAUKESHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named Roger W. Johnson and Robert W. Slack, as members of GLEN CROSSING LLC, as owners who executed the foregoing instrument, and acknowledged the same.

NOTARY PUBLIC, STATE OF WISCONSIN

My Commission expires \_\_\_\_\_

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stat. as provided by s. 236.12, Wis. Stat.

Certified \_\_\_\_\_ 20 \_\_\_\_\_

Department of Administration



## COMMON COUNCIL RESOLUTION:

Resolved that the plat of "GLEN CROSSING ADDITION NO. 2" in the City of Oak Creek, and known as Glen Crossing LLC, as owner, is hereby approved by the Common Council:

Date: \_\_\_\_\_  
District Supervisor Mayor  
City of Oak Creek

STATE OF WISCONSIN )  
MILWAUKEE COUNTY )

I, Catherine A. Roese, being the duly elected, qualified and acting clerk of the City of Oak Creek, Milwaukee County, do hereby certify that the Common Council of the City of Oak Creek has passed by resolution authorizing me to issue a certificate of approval of the last plat of "GLEN CROSSING ADDITION No. 2" for Glen Crossing LLC, as owner, upon satisfaction of certain conditions, and I do hereby certify that all conditions were satisfied and the:

APPROVAL WAS GRANTED AND EFFECTIVE

ON THE \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Resolution Number \_\_\_\_\_

Date: \_\_\_\_\_  
Catherine A. Roese, City Clerk,  
City of Oak Creek

## CONSENT OF CORPORATE MORTGAGEE:

SPRING BANK, a corporation duly organized and existing under and by the virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on the plat, and does hereby consent to the above certificate of Glen Crossing LLC, a Wisconsin Limited Liability Company, as owner:

IN WITNESS WHEREOF, the said SPRING BANK, has caused these presents to be signed by David Schuette, President, and Glenn Michaelson, Senior Vice President of Brookfield, Wisconsin, and its corporate seal to be affixed hereon

This \_\_\_\_\_ day of \_\_\_\_\_, 2019

In the presence of:

Witness: \_\_\_\_\_ David Schuette, President

Witness: \_\_\_\_\_ Glenn Michaelson, Senior Vice President

STATE OF WISCONSIN )  
COUNTY OF WAUKESHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named David Schuette, President, and Glenn Michaelson, Senior Vice President of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to my knowledge on such officers of said corporation, and acknowledged that they executed the foregoing instrument as the deed of said corporation, by its authority.

NOTARY PUBLIC, STATE OF WISCONSIN

My Commission expires \_\_\_\_\_

## CERTIFICATE OF CITY TREASURER:

I, Barbara Guckenberger, being the duly elected, qualified, and acting Treasurer of the City of Oak Creek, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments on all

this \_\_\_\_\_ day of \_\_\_\_\_, 2019, on any lands included in the plat of "GLEN CROSSING ADDITION No. 2".

Date: \_\_\_\_\_  
Barbara Guckenberger, City Treasurer,  
City of Oak Creek

## CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN )  
MILWAUKEE COUNTY )

I, David Galien, being the duly elected, qualified, and acting Treasurer of Milwaukee County, do hereby certify that the records in my office show no unrecorded tax sales and no unpaid taxes or special assessments on all

this \_\_\_\_\_ day of \_\_\_\_\_, 2019, affecting the lands included in the plat of "GLEN CROSSING ADDITION No. 2".

Date: \_\_\_\_\_  
David Galien, County Treasurer

REVISED THIS 17th DAY OF JANUARY, 2019

Robert G. Fox

Registered Land Surveyor  
No. 5, 1442  
Milwaukee County, Wisconsin  
1111 S. KILBURN ST., SUITE 100  
MILWAUKEE, WI 53204





# COMMON COUNCIL REPORT

**Item:** NR 216 Annual Report for 2018

**Recommendation:** That the Common Council adopts Resolution No. 12044-031919, a resolution accepting the 2018 Annual Report for Oak Creek’s WPDES Storm Water (NR 216) permit.)

**Fiscal Impact:** None.

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

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

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

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Philip J. Beiermeister, P.E.  
Environmental Design Engineer

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:

Michael C. Simmons, P.E.  
City Engineer

**RESOLUTION NO. 12044-031919**

**BY:** \_\_\_\_\_

**RESOLUTION ACCEPTING THE 2018 ANNUAL REPORT FOR  
OAK CREEK'S WPDES STORM WATER (NR 216) PERMIT**

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Oak Creek that the 2017 Annual Report for Oak Creek's WPDES storm water (NR 216) permit has been reviewed and accepted.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19<sup>th</sup> day of March, 2019.

Passed and adopted this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
President, Common Council

Approved this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: Ayes\_\_\_\_\_ Noes\_\_\_\_\_



**OAKCREEK**  
— WISCONSIN —

# **NR 216**

# **2018 Annual Report**

City of Oak Creek  
WPDES Permit No. WI-S049905-3

## Annual Report Contents

- A. Status of implementing the storm water management program and compliance with schedules.
- B. Updated storm sewer system map including new outfalls and structural controls.
- C. Summary describing the number and nature of enforcement actions, inspections, public education programs, spill responses and any other activity in the storm water management program that have measurable results.
- D. Summary of revisions to the storm water management program.
- E. Proposed revisions to the storm water management program.
- F. Summary of the monitoring data required in Section D.
- G. Proposed revisions to the storm water monitoring program.
- H. Summary of the pollutant loading calculations.
- I. Summary of the assessment of controls required in Section F.
- J. Fiscal analysis which includes expenditures from previous year and budget for current year.
- K. Identification of water quality improvements or degradation.
- L. Program proposals.

**A. Status of implementing the storm water management program and compliance with schedules**

**I. City of Oak Creek Management Program**

**(a) Source area controls and structural best management practices.**

**A. Catch Basins**

The City’s catch basin cleaning program was implemented in March, 2001. City owned inlets and catch basins were inspected in the spring and fall of 2018, both for structural maintenance and cleaning needs. The fall inspections were curtailed due to early snowfall. A total of 1422 catch basin inspections were conducted in the 2018 cleaning program resulting in the removal of 12 tons (24,000 pounds) of sediment. This was a significant increase from 2017 (6.3 tons). All removed sediment was disposed of at the Waste Management Metro landfill in Franklin. The 2018 program continued using a GIS based inspection, maintenance and record keeping system.

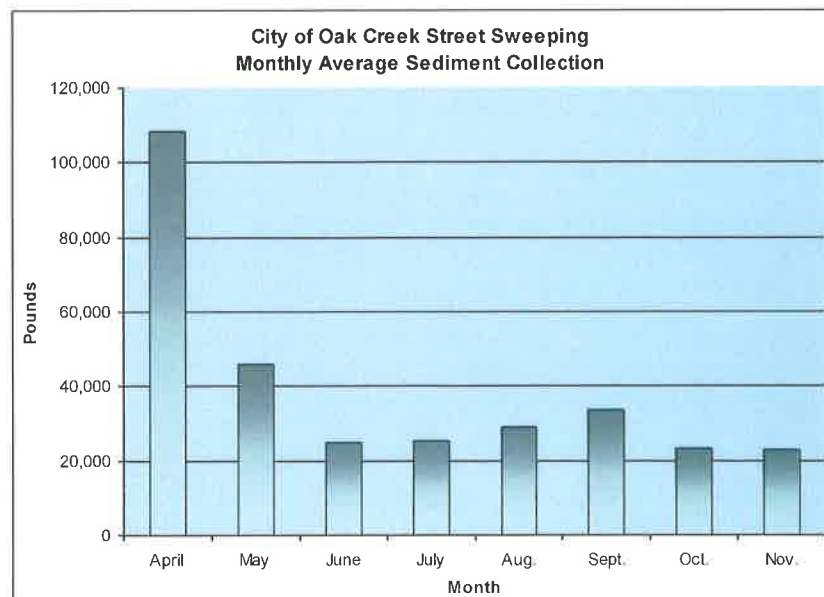
**B. Sweeping of Streets with Curb**

The City continued to follow the approved street sweeping schedule in 2018. Major city curbed roadways were swept twice per month and minor city curbed roadways were swept once per month. Sweeping operations began late-March and were suspended in early-December for the winter. The figure entitled “City of Oak Creek Street Sweeping” shows the location and proposed schedule for the streets included in the City’s street sweeping program.

The frequency of street sweeping remained the same between 2017 and 2018. Between 2017 and 2018 sediment collection decreased slightly from 196.74 tons (393,480 pounds) to 185.76 tons (371,520 pounds).

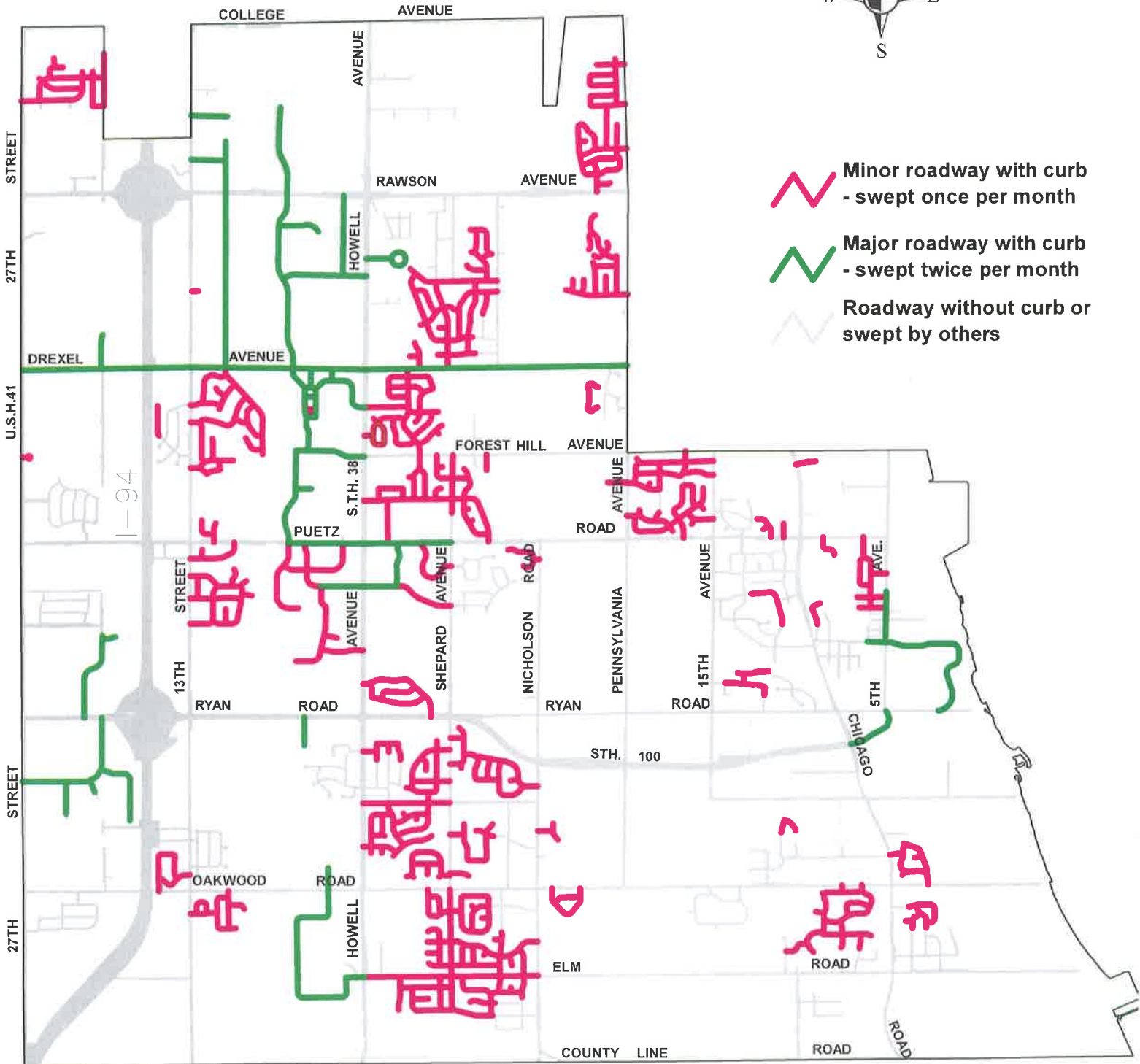
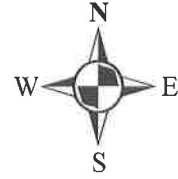
Leave collection at the recycling yard totaled 875 cubic yards. The collected sediment and leaves were disposed of at the Waste Management Metro landfill in Franklin.

The following chart shows Oak Creek’s historical trend for sweepings collected on a monthly basis.





# CITY OF OAK CREEK 2018 STREET SWEEPING



### C. Structural Control Maintenance

City owned detention basins and swales are mowed three to five times a year depending on conditions. Cut material is removed if there was significant growth between mowing.

The City currently owns and maintains nineteen detention basins. The basins are located at the following addresses:

- Oak Creek Street Department (800 W. Puetz Road) – 3 wet detention basins
- Abendschein Park (1900 E. Drexel Avenue) – one dry and one wet detention basin
- 2309 W. Drexel Avenue
- 10101 S. Shepard Avenue (Shepard Hills)
- 7000 S. 6<sup>th</sup> Street (fire station)
- 255 E. Centennial Drive (fire station)
- 301 W. Ryan Road (police station)
- 3480 E. Puetz Road (Lake Forest)
- David Lane extended (South of Twin Oaks Drive)
- Drexel Town Square – 2 wet detention basins and 3 bio-retention basins
- 2200 W. Drexel Ave. (easement at Forest Ridge Elementary school)
- S. Lauree Lane and E. Glenfield Drive extended- one dry and one wet detention basin
- 9600 S. 5<sup>th</sup> Avenue (at the Railroad track)
- 9471 S. 5<sup>th</sup> Aveune

The basins were inspected three times for proper operation and sediment buildup in 2018.

The City of Oak Creek also inspects the regional detention basin at the southeast corner of I-94 and W. College Avenue in accordance with an intergovernmental agreement between the Wisconsin Department of Transportation, Milwaukee County and Oak Creek.

The basin at 10101 S. Shepard Avenue was converted to a regional storm water quality and quantity facility in 2003. The slopes were planted with native prairie plants which are mowed or burned once annually.

Routine maintenance (mowing, removal of litter and branches, spot reseeding, minor erosion, etc.) was done on all the detention basins and drainage swales. Fifteen cubic yards of sediment were removed in 2018.

### D. Roadway Maintenance

Salt is applied to roadways when they become slippery. A full-scale plow operation will begin if the snow continues. Additional salt will be applied at the conclusion of the plowing operation if there are cold or falling temperatures. All road salt is stored in a fully enclosed storage building located at 800 W. Puetz Rd.

The number of snowfall events and salt usage in 2018-2019 was above average with a total of 5201 tons of salt and 6170 gallons of calcium chloride used.

- (b) Discharges from areas of new development and redevelopment after construction is completed.

The Oak Creek Municipal Code requires an 80% removal of total suspended solids on developments creating 0.5 acres or more of impervious area.

The Oak Creek Municipal Code was amended in September, 2004 and April, 2016 to incorporate the performance standards and revisions contained in NR 151. Developments creating 0.5 acres or more of impervious area are subject to requirements relating to infiltration, protective areas and fueling and vehicle maintenance areas.

Ten storm water management permits were issued in 2018. These permits covered a total of 305 acres of new development and re-development within the City.

- (c) Assessment of water quality impacts from flood management projects.

Assessments are made on each individual project. Water quality components are implemented into designs where it is feasible. The Forest Hill storm sewer replacement project was completed in 2018 which included new detention basins and storm sewer that serves 15 acres of an existing residential subdivision that previously had no water quality or quantity controls.

- (d) Evaluation of the feasibility of retrofitting City owned structural flood control devices to provide pollutant removal from storm water.

Each of the City owned detention basins were evaluated to determine the feasibility of retrofitting them for water quality purposes. It was previously recommended that the basins located at 10101 S. Shepard Avenue and 3480 E. Puetz Road be retrofitted for water quality. The basin at 10101 S. Shepard Avenue was retrofitted for both water quality and quantity in 2003. Retrofitting the basin located at David Lane Extended is not recommended if the downstream regional wetland treatment system is implemented. Retrofitting the basin at 7000 S. 6<sup>th</sup> Street is not recommended because it would serve a very small tributary area.

- (e) Implementation of a program to promote the management of streambanks and shorelines by riparian landowners to minimize erosion, and restore or enhance the ecological values of waterways.

The City utilizes the Education and Information program described in Section V of this report to promote the management of streambanks and shorelines by riparian landowners to minimize erosion, and restore or enhance the ecological values of waterways. This program includes periodic articles in the local newsletter and provides educational literature available to the public at City Hall and the public library.

## II. Illicit Connection/Discharge Program

The illicit connection/discharge program proposal was approved by the DNR on September 8, 2003. This program includes all storm sewer outfalls 36 inches or larger. Initial field screening for the storm sewer outfalls began in 2004.

The outfalls were screened and categorized as primary (screened every six months), secondary (screened each year) or non-critical (screened every five years). The following table illustrates the criteria used to categorize the outfalls based on the field screening results:

Category:	Non-Critical	Non-Critical	Secondary	Secondary	Secondary	Primary	Primary	Primary	Primary
Visual observations (abnormal vegetation, residue or structural damage present)	No	No	No	Yes	Yes	Yes	No	No	Yes
Dry weather flow present	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes
Field Screening (odor, turbidity, color or surface scum present)	No	No	Yes	No	No	Yes	No	Yes	Yes
Field analysis (tests positive for detergents, chlorine, copper, phenols or pH)	NA	No	No	NA	No	No	Yes	Yes	Yes

The outfall categories and locations for this program are illustrated in the attached figure. The 2018 screenings resulted in four outfall being categorized as secondary.

The City did not receive any reports of illicit discharges in 2018.

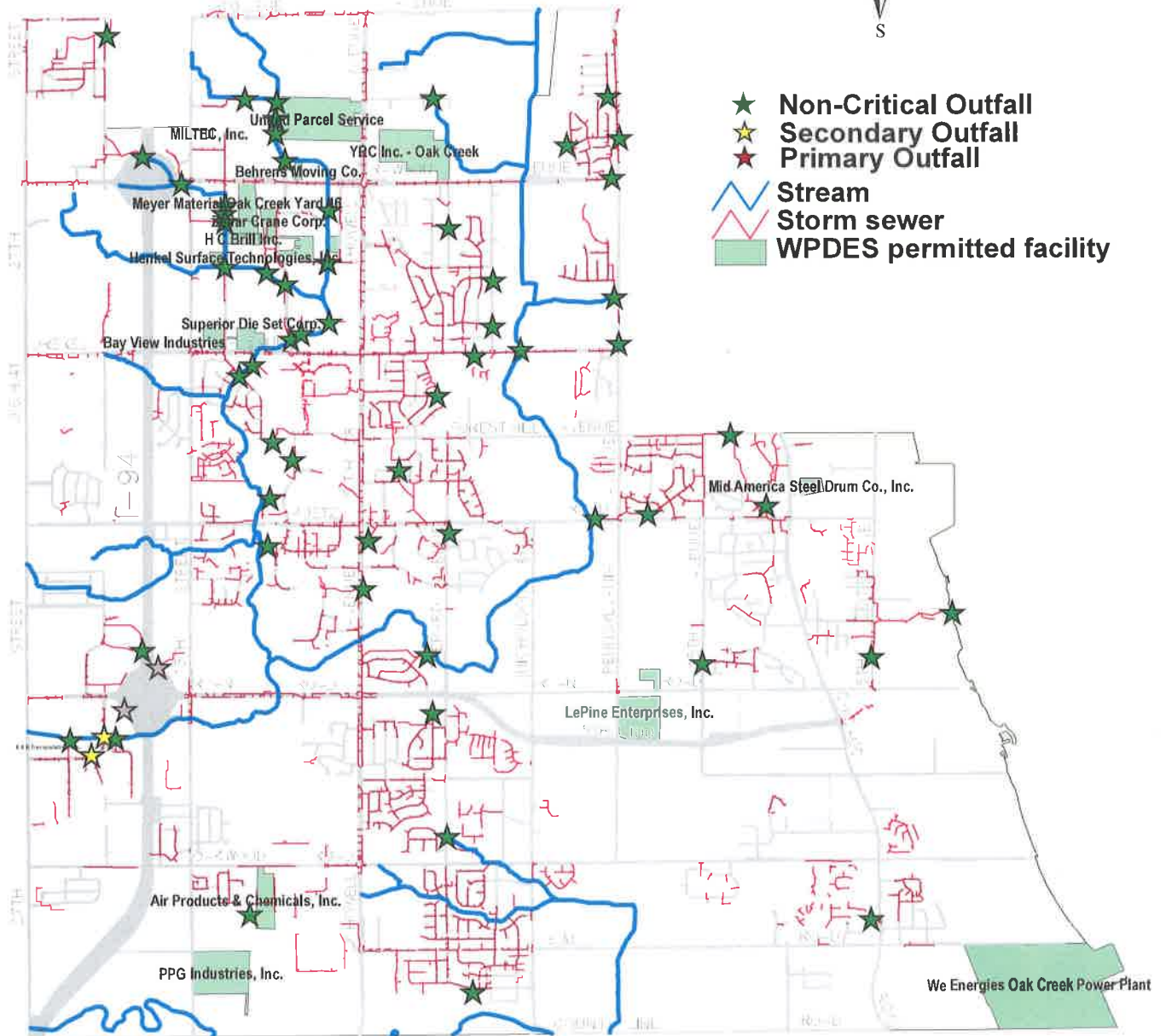
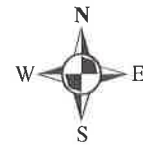
### III. Industrial/High Risk Runoff Program

The proposed Industrial/High Risk Runoff program proposal was approved by the DNR on September 8, 2003. This program includes all storm sewer outfalls larger than 18 inches in critical basins identified in Oak Creek's Storm Water Management Master Plan. Because this program is similar to the illicit connection/discharge program, both programs were combined into one program.

### IV. Construction Site Runoff

The City reduces pollutants in storm water runoff from construction sites by enforcing the City's erosion control ordinance. The building inspection department has enforcement over single family buildings and the engineering department reviews all erosion control plans and has enforcement over commercial buildings, subdivisions and public works projects. Engineering conducts monthly inspections and after each 0.5 inch rainfall. Contractors are then emailed copies of the inspection. Building inspection first posts the site (or emails or calls the contractor) with a notice of erosion control violations giving the owner a specified time to correct the situation. If the owner does not comply within the specified time period, a stop work order is imposed. Further non-compliance will result in the issuance of a citation. The building inspection department did not issue any citations in 2018; however, one stop work order was issued. About 12 verbal or written warnings were issued during the year.

# CITY OF OAK CREEK ILLICIT DISCHARGE PROGRAM OUTFALLS 2018



## V. Public Education and Outreach Program

Oak Creek joined the Southeast Wisconsin Clean Water Network in 2009. The Network called Keep Our Waters Clean, is comprised of 18 municipalities, two counties and UW Parkside and is designed to satisfy the education and outreach activities required by the NR 216 storm water quality permit. This consolidated effort enables a more efficient and effective information and education program.

A summary of the 2018 Public Education and Outreach Program is on the following pages.



**Respect Our Waters – 2018 Final Report**





2018 Year End Report to the Southeastern Wisconsin Clean Water Network  
 Root-Pike Watershed Initiative Network  
 Submitted to the Village of Mount Pleasant (“Client”) on February 26, 2019

**Preface:** Under the direction of Pete Wood of the Wisconsin Department of Natural Resources and Dave Giordano, Executive Director of the Root-Pike Watershed Initiative Network (“Root-Pike WIN”, “WIN”, “we” or “Contractor”), our programming for the Southeastern Wisconsin Clean Water Network (“SWCWN”) was improved during 2018. Facilitated by Program Managers Allison Thielen and Nan Calvert of WIN, the scope of the program focused on a widespread targeted education and outreach campaign with more personal interactions and touchpoints, behavioral conversions, increased awareness and a deeper understanding of the issues our watersheds face and simple solutions that can be implemented by every homeowner.

SCOPE: Goals, Deliverables and Outcomes			
Scope	Goal	Deliverables	Outcomes
<b>Target Audience</b>	Based on the results of the 2010 and 2016 household surveys administered under this PROJECT, we will identify our target audience.	Homeowners in the 35 to 64 years of age, living in the area served by SWCWN and who maintain and care for their own yards, cars and dogs.  Additionally, Root-Pike WIN will work directly with one large construction company to target the objectives in NR 216.07(1)(b)1.	<p><b>Targeted Hotspot Mailings</b> - All 20 of our member municipalities participated in the targeted mailings in 2018. We designed mailers that explained the issues and solutions relevant to the season in which they were mailed. One mailing, sent to 85,000 residents, focused on fall leaves and yard waste. Another, designed to raise awareness of salt use in winter and its impact on our waters, was sent to 80,000 residents and a third mailer, also focusing on salt use but providing additional information on alternatives, was sent to 80,000 residents. In total, were sent within our municipalities for a total reach of 245,000 households. See attached 2018 Respect Our Waters Activities report for more details on mailings.</p> <p><b>Facebook Promotions</b> - Primary targets were adults living in SWCWN municipalities who are interested in dogs, gardening, snow, water, beaches, and/or dozens of other varied but related topics. Our eight targeted Facebook campaigns reached 393,000 people with 4,800 reactions to the posts, 32,000 clicks, nearly 600 comments and 54 behavioral conversions witnessed in the comments on our posts.</p> <p><b>Construction companies</b> – Partnerships have been formed with C. G. Schmidt and C.W Purpero.</p>



SCOPE: Goals, Deliverables and Outcomes			
Scope	Goal	Deliverables	Outcomes
<b>Community Outreach Events</b>	Participate in one Respect Our Waters event in each of the SWCWN member municipality (20 plus UW-Parkside)	The Contractor will participate in a minimum of 21 community events during the 2018 contract period for the Respect Our Waters campaign. We will engage event attendees using a storm water runoff model demonstration, a Sparkles the Water Spaniel mascot costume, displays and numerous free giveaway publications and other items, including one rain barrel giveaway at each event.	Over the course of the year, our staff and volunteers attended 24 community events in 15 municipalities to help raise awareness about stormwater runoff issues. Sparkles the Water Spaniel mascot, interactive demonstrations using the popular stormwater runoff model, our Emoji Poop Toss game (to teach about the importance of picking up pet waste), a rain barrel raffle at each event and the distribution of over 2,100 informational bookmarks allowed us to achieve a key Education and Public Outreach recommendation of our Nine Key Element Watershed Restoration Plans.
<b>Target Nine Element Plan Hotspot in each municipality</b>	Move the needle on pollutant reduction in one specific Nine Element Plan identified hotspot in each SWCWN member municipality. Reduce pollution numbers for phosphorous, E. coli, and nitrogen.	The Contractor will raise awareness of hotspot issues and provide solutions to residents using targeted outreach in the form of mailings and in-person contact. Where possible, monitoring will be used to compare water quality prior to and after the outreach occurs.	Hotspots were identified in 16 of our member municipalities. Municipalities not participating did so by choice. In 2018, 85,000 residents in 20 municipalities in southeastern Wisconsin received mailers on fall leaves and yard waste management. In the winter season, two different mailers on road salt were sent to 80,000 residents each, also in 20 different municipalities in southeastern Wisconsin.  City of Kenosha/Pike Creek: We partnered with high school chemistry teacher John Gransee and 15 Harborside Academy students to conduct monitoring of three sites on Pike Creek in 2018. Samples were tested for E. coli, TSS, P, and N via a partnership with the City of Racine Health Department Laboratory. Data will be used as baseline data for the Pike Creek area hotspot mailings planned for 2019.  Village of Caledonia/Crestview neighborhood: We worked with the City of Racine Health Department Laboratory to monitor a swale draining a residential neighborhood in Caledonia (Wind Point watershed). Samples were tested for E. coli. A targeted mailing to the Crestview area for 2019 will focus on pet waste and this data will be used as baseline.

**Scope: Goals, Deliverables and Outcomes**

Scope	Goal	Deliverables	Outcomes
<b>Publicize successes</b>	Promote solutions achieved to the most critical issues via T.V./print/web.	Story pitches re: projects/programs that get published on T.V. and in print to a much wider audience.	Radio interviews – 3 Feature stories in print – 12
<b>Ongoing mass communication</b>	Bring awareness to urban watershed issues and solutions.	Website updates, social media, contributing municipal newsletter articles.	<ul style="list-style-type: none"> <li>• Regular website updates to post calendar events</li> <li>• Respect Our Waters website revamp. People can now choose the Root-Pike Watershed Basin with just a click of a mouse               <ul style="list-style-type: none"> <li>○ Sparkles Blog discontinued</li> </ul> </li> <li>• Total Facebook posts: 61               <ul style="list-style-type: none"> <li>○ Paid Facebook posts: Our eight targeted Facebook campaigns reached 393,000 people with 4,800 reactions to the posts, 32,000 clicks, nearly 600 comments and 54 behavioral conversions witnessed in the comments on our posts</li> <li>○ Unpaid/Regular Facebook posts on Respect Our Waters page: 17</li> <li>○ Unpaid/Regular Facebook posts on Root-Pike WIN page: 36</li> </ul> </li> <li>• Tweets: 60</li> <li>• YouTube: 12 Professionally Produced HD videos</li> <li>• Email Newsletter updates sent regularly to over 3,500 recipients to drive excitement about and raise awareness of local Nine Element Plan restoration work</li> </ul>
<b>Targeted construction site erosion prevention</b>	Enlist one large construction company in a program that alerts site superintendents about significant precipitation to improve erosion control practices and reduce soil erosion.	Identify and secure a construction partner. Employ the use of a messaging app as well as contacts to provide weather-related alerts before, during and after rain events to include information on best practices.	C. W. Purpero Construction is spearheading the project for the messaging app. This is an ongoing project.

SCOPE	GOAL	DELIVERABLE	OUTCOMES
<p><b>Meetings</b></p>	<p>Four meetings of the SWCWN during the contract year with a minimum of 2 site visits. A minimum of 80% municipal participation. One municipal-specific meeting between the Contractor and the SWCWN.</p>	<p>The Contractor will plan and attend quarterly meetings of the SWCWN 's representatives. The meetings are to include a speaker and/or a project site visit, an update from the Department of Natural Resources and an update on the progress of the PROJECT. Municipal-specific meetings shall include a representative from the municipality, the CONTRACTOR and the Wisconsin Department of Natural Resources and shall occur one municipality at a time. Meeting agendas shall include discussion on current, planned and potential projects and identification of a pollutant hotspot area for the hotspot outreach work outlined in Section B.2 of the contract. Additionally, the Contractor will be available to meet with the Client on issues related to this contract.</p>	<p>Four meetings were planned and facilitated for the members of the SWCWN:</p> <ul style="list-style-type: none"> <li>• <b>February 14, 2018</b> – WRP Update, DNR Update, and Respect Our Waters program update for 2017 and program plans for 2018</li> <li>• <b>June 28, 2018</b> - Dr. Julie Kinzelman of the City of Racine Health Department Laboratory will gave an overview of the extensive restoration work at Samuel Myers Park of Racine. The meeting included a tour of the project.</li> <li>• <b>September 5, 2018</b> - Updates on programs were provided along with presentations and a project site tour of the Pike River streambank restoration in Petrifying Springs County Park, led by Matt Collins, Director of Kenosha County Parks and Mark O'Leary, Principal Ecologist with Applied Ecological Services.</li> <li>• <b>October 15, 2018</b> – Guest expert Connie Fortin, president of Fortin Consulting and an expert on salt reduction, presented on problems caused by road salt/winter maintenance, basic strategies for reducing road salt and how you can move your organization forward toward reduced risk and costs.</li> </ul> <p><b>Attendance:</b></p> <ul style="list-style-type: none"> <li>• 5 Members attended 4 meetings</li> <li>• 4 Members attended 3 meetings</li> <li>• 3 Members attended 2 meetings</li> <li>• 6 Members attended 1 meeting</li> <li>• 3 Members attended 0 meetings</li> </ul> <p>Dave Giordano, Executive Director of Root-Pike Watershed Initiative Network, met individually with municipal staff of Kenosha County, Racine County, Oak Creek, City of Racine, Village and Town of Somers, Village of Pleasant Prairie, City of New Berlin, City of Franklin, UW-Wisconsin Parkside and the Village of Mount Pleasant, to discuss potential and planned Nine Element projects.</p>

This report has been respectfully prepared and submitted by Allison Thielen and Nan Calvert.

**Respect Our Waters  
Activity Report  
2018**



**RESPECT OUR WATERS**

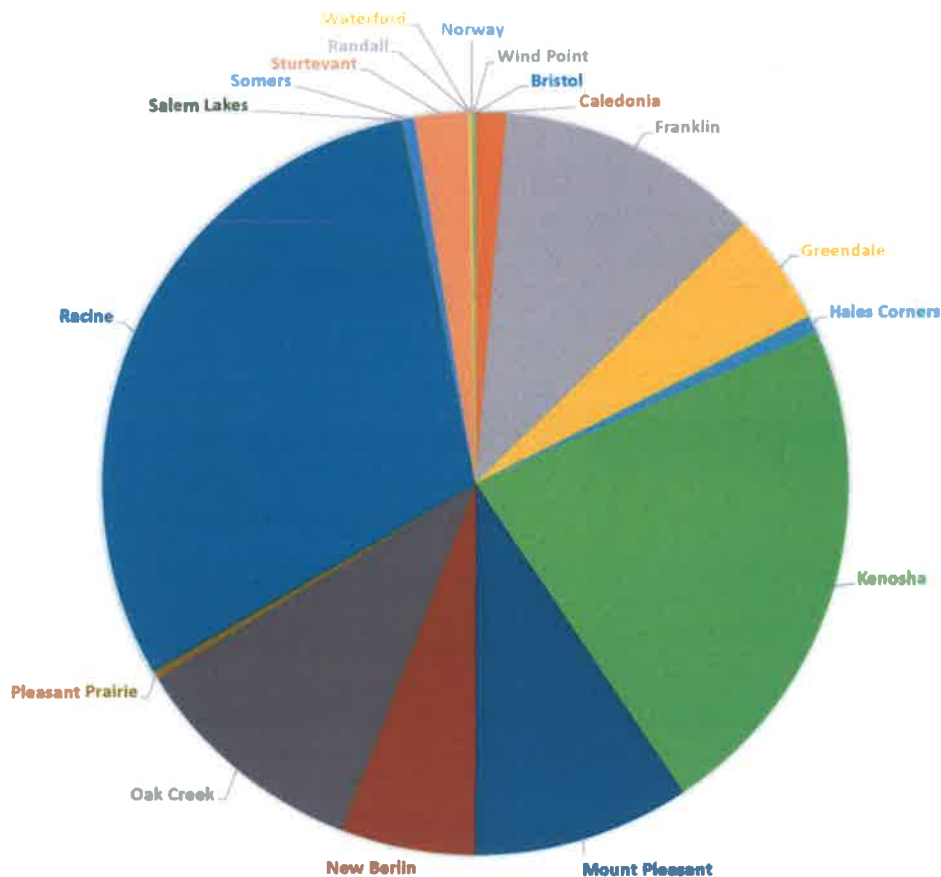
## Targeted Hotspot Mailings

In 2018, Respect Our Waters (ROW) targeted the areas of the watersheds that had been identified as runoff pollutant hotspots. These areas were selected based on information in our Nine Key Element Watershed Restoration Plans and/or from our municipal partners. Mailers that explained the issues and the solutions were sent directly to households within each hotspot. The mass mailing approach allows us to achieve a key Education and Outreach recommendation of our Nine Key Element Watershed Restoration Plans.

Additionally, we conducted water quality testing in the City of Kenosha/Pike Creek: We partnered with high school chemistry teacher John Gransee and 15 Harborside Academy students to conduct monitoring of three sites on Pike Creek in 2018. Samples were tested for E. coli, TSS, P, and N via a partnership with the City of Racine Health Department Laboratory. Data will be used as baseline data for the Pike Creek area hotspot mailings planned for 2019.

Village of Caledonia/Crestview neighborhood: We worked with the City of Racine Health Department Laboratory to monitor a swale draining a residential neighborhood in Caledonia (Wind Point watershed). Samples were tested for E. coli. A targeted mailing to the Crestview area for 2019 will focus on pet waste and this data will be used as baseline.

**2018 MAILING DISTRIBUTION BY MUNICIPALITY**



### The Mailer Numbers:

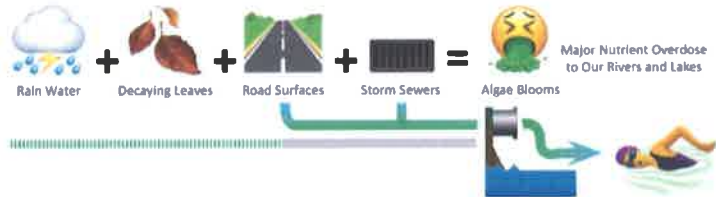
- Total Households receiving all three mailers – 245,000
- Leaf Mailer Recipients – 85,000
- Salt Mailer Number One – 80,000
- Salt Mailer Number Two – 80,000

## The Leaf Mailer – Front and Back



### Doesn't Always Stay in Your Yard.

We still get emotional when rain water washes excess phosphorus from leaves and other yard waste into storm sewers that drain into our rivers and eventually into Lake Michigan. Yuck!



Respect our waters. Be a part of the simple solutions:

- 1) Mulch your leaves with your mower and leave them in place to fertilize your lawn.
- 2) Use leaves to mulch planting beds instead of raking them into the street.
- 3) Compost your leaves and other yard wastes.

Learn more at [www.respectourwaters.org](http://www.respectourwaters.org)

All five watersheds in the Root-Pike basin are listed as Impaired for phosphorus by the EPA and according to our Nine Element Watershed Restoration Plans. To reduce phosphorus as well as the intensity and frequency of algal blooms, it's best to control the amount of nutrients entering our lakes and rivers. Whether you mulch, compost, bag or just rake, anything you can do to keep your leaves away from hard surfaces makes a difference. Root-Pike Watershed Initiative Network is helping to keep our rivers and lakes clean by working directly with 20 different municipalities and their residents in southeastern Wisconsin. You can help too! Get Involved. Contact us at [info@rootpikewin.org](mailto:info@rootpikewin.org), 262-898-2055 or visit [www.rootpikewin.org](http://www.rootpikewin.org).



800 Center Street, Room 118  
Racine, WI 53403

*Restoring, Protecting and Sustaining the Root-Pike Basin Watersheds*

Root-Pike Watershed Initiative Network is a 501(c)3 non-profit devoted to restoring, protecting and sustaining the Root River, Pike River, Oak Creek, Pike Creek and Wind Point watersheds.



## Salt Mailer #1 – Front and Back



Yep, the correct answer is A! Why?

When melting snow washes salt from sidewalks, driveways and roads into storm sewers it pollutes our rivers, groundwater wells and eventually Lake Michigan.



<p><b>CORRECT</b></p>	<p><b>SALT APPLICATION RATE</b> A 17-oz container (100 g) of salt is enough to treat a 20-foot driveway or 25 (10x20) squares. All the other areas where lawns are below 10°F must use products such as water.</p>	<p><b>INCORRECT</b></p>
-----------------------	--	-------------------------

**Respect our waters.**  
Be safe, but use salt sparingly this winter.  
Learn more at [www.respectourwaters.org](http://www.respectourwaters.org)

All five watersheds in the Root-Pike basin are highly impaired for chlorides from road salt. It's extremely costly, difficult to remove, and toxic to fish, other aquatic life, dogs and birds. Root-Pike Watershed Initiative Network is helping to keep our rivers, lakes and wells clean by working directly with 20 different municipalities and their residents in southeastern Wisconsin. You can help too! Get Involved. Contact us at [info@rootpkewin.org](mailto:info@rootpkewin.org), 262-898-2055 or visit [www.rootpkewin.org](http://www.rootpkewin.org).



Non Profit Org.  
U.S. Postage  
PAID  
Racine, WI  
Permit No. 4

800 Center Street, Room 118  
Racine, WI 53403

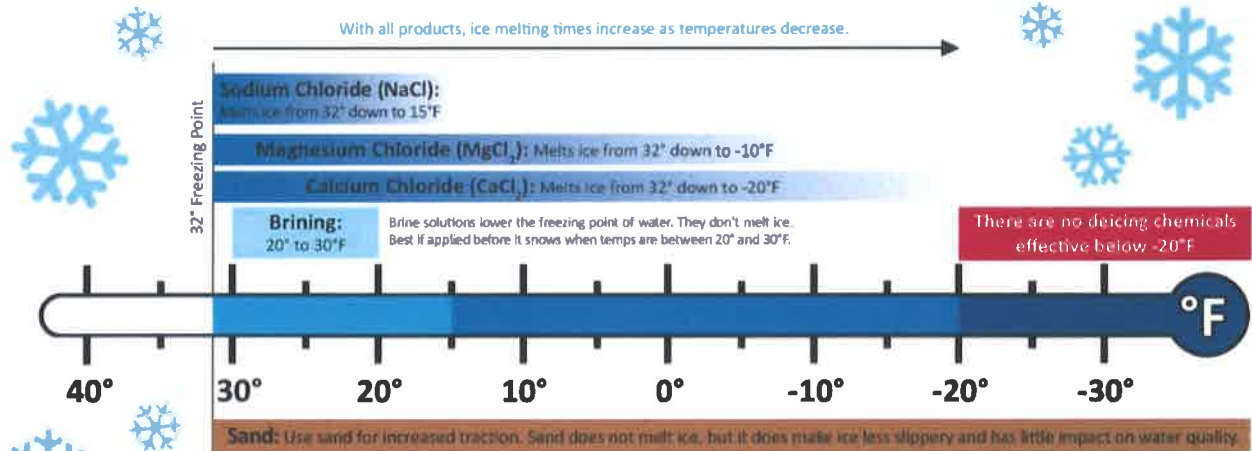
*Restoring, Protecting and Sustaining the Root-Pike Basin Watersheds*  
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## Salt Mailer #2 – Front and Back

# NOT ALL ROAD SALT IS CREATED EQUAL

LOVE IT OR HATE IT, USE IT WISELY.

Deicing products or ice control methods are most effective at particular temperatures. Follow this guide to know what to use and when.



**Keep in mind—1 teaspoon of road salt contaminates 5 gallons of fresh water—forever.**

Sources: WI Salt Wise, Minnesota DOT/Fortin Consulting, Inc. and Minnesota Pollution Control Agency, University of Minnesota at St. Anthony Falls Laboratory, 2008

## Safety Always Comes First!

We want to help you reduce the amount of salt you use while still maintaining safe conditions.



**Shovel as Soon as Possible.** The more snow you remove manually the less salt you have to use and the more effective the salt product will be.



**Temperature Is Key.** Most deicing chemicals lose their effectiveness when the temperature is below 15 degrees—no matter how much is applied. Currently, no commercial deicing chemicals melt ice when the temperature is below -20°F.



**Don't Overdo It.** Apply salt to walkways and other areas so that there is space between the grains. A 12 ounce coffee mug of salt can treat a 20 foot driveway or 10 sidewalk squares. Again, err on the side of safety if you are unsure.



**A Matter of Traction.** Safe passage on icy walkways and other surfaces is a matter of traction. Sand—while it does not melt ice—does increase traction. Ice cleats are also an excellent way to ensure safety in slippery conditions.

**Respect our waters. Be a part of the simple solutions. Learn more at [www.respectourwaters.org](http://www.respectourwaters.org)**

All five watersheds in the Root-Pike basin are highly impaired for chlorides from road salt. It's extremely costly and difficult to remove, and toxic to fish, other aquatic life, dogs and birds. Root-Pike Watershed Initiative Network is helping to keep our rivers, lakes and wells clean by working directly with 20 different municipalities and their residents in southeastern Wisconsin. Contact us at [info@rootpikein.org](mailto:info@rootpikein.org), 262-898-2055 or visit [www.rootpikein.org](http://www.rootpikein.org) for more information.



RESPECT OUR WATERS

Non Profit Org.  
U.S. Postage  
PAID  
Racine, WI  
Permit No. 4

800 Center Street, Room 118  
Racine, WI 53403

**Restoring, Protecting and Sustaining the Root-Pike Basin Watersheds**

Root-Pike Watershed Initiative Network is a 501(c)3 non-profit devoted to restoring, protecting and sustaining the Root River, Pike River, Oak Creek, Pike Creek and Wind Point watersheds.




## Facebook Promotions


In addition to the 53 unpaid posts on the Respect Our Waters and Root-Pike Watershed Initiative Network Facebook pages, we invested just over \$10,000 in boosting Facebook posts on both pages. Our goal was to directly reach more people with an image and message they couldn't ignore.

**Respect Our Waters**  
Published by Allison Thielen on August 27, 2016

When it rains, stormwater enters the storm sewer systems and goes directly into our streams and eventually Lake Michigan or to a wastewater treatment plant. Fertilizers, dog poop, oil from leaking vehicles, pesticides, grass clippings, other yard waste, litter... it all gets swept away by stormwater and makes its way into our storm sewers. This debris can then block storm drains - causing flooding. In some places, the drains dump directly into a river or lake, untreated! We can all take small actions to help! Picking up dog poop is just one of them. Learn more at [www.respectourwaters.org](http://www.respectourwaters.org)



**Did you know?**



**Respect Our Waters**  
Published by Allison Thielen on September 17, 2016

Just one bushel of fresh grass clippings can contain 0.1 lbs of phosphorus - the nutrient that turns lakes green with algae - and is enough to produce 30-50 pounds of algae growth if it finds its way to a lake or river! Take a small action to protect our waters: mulch, bag or compost your grass clippings and keep them out of the streets and storm sewers. Learn more at <http://www.respectourwaters.org/>.




**Did you know?**



**Respect Our Waters**  
Published by Allison Thielen on December 11, 2018


A is correct! A 12-oz coffee mug full of salt can treat a 20-foot driveway or 10 sidewalk squares. Residents and commercial properties can also lessen salt use by only applying salt products according to manufacturer's guidelines as many products don't work under 15 degrees Fahrenheit. Finally, it's important to note that Respect Our Waters works directly with more than 50 municipalities in southeastern Wisconsin to help lessen the overuse of road salt through proper timing and equipment calibration. Together, we can reduce the amount of chlorides that pollute our freshwater rivers. Visit [www.respectourwaters.org](http://www.respectourwaters.org) for more information.



**Winter salting: Which one is correct?**

**A**

**B**



**Respect Our Waters**  
Published by Allison Thielen on December 18, 2018

Deicing chemicals, also known as salt, have a major impact on our watersheds. Melting snow and ice carry salt into our rivers, wells, and lakes where it creates undesirable conditions for aquatic plants, animals and people! It only takes 1 teaspoon of salt to permanently pollute 5 gallons of water. Once it is in the water, it is very expensive, if not impossible, to remove. Salt also weakens and damages impervious surfaces like roads, bridges and building foundations. Homeowners, businesses and municipalities can work together to reduce the impact of salt by using only what is needed for safe conditions. Source: WI Saltwise [www.wisaltwise.com](http://www.wisaltwise.com)



**Did You Know?**

Snowmelt Carries Salt from Sidewalks, Driveways, Roads & Parking Lots to Our Rivers, Wells and Lakes

**Saline Water Layer Forms at Bottom of Lake**



## Facebook Promotions

### The Effort:

- 8 Campaigns boosted
  - 4 on Root-Pike WIN page, 4 on Respect Our Waters page
  - 4 posts on road salt, 2 posts on storm sewers and yard waste, and 2 posts on a rain garden workshop that was offered.
  - Campaigns ran for either 3 or 7 days

### The Engagement:

- 762,142 impressions (# of times posts were on a screen)
- 392,966 people saw a post at least once
- 12,864 engagements with our posts
- 32,372 clicks on our posts
- 4,802 reactions to our posts
- 1,598 shares
- 593 comments

### The Cost:

- \$10,160 total at an average of...
  - \$0.01 per impression
  - \$0.02 per person reached
  - \$0.59 per engagement
  - \$0.29 per click
  - \$1.33 per reaction
  - \$4.71 per share
  - \$18.93 per comment

### The Fun Stats:

When analyzing the results as related to the age range of those interacting, we noted:

- Ages 55-65+ (2 categories) make up just 24% of total reach but a whopping 46% of comments, 55% of post reactions and 57% of post shares
- | Age range (category) | % of Total Impressions | % of Total Reach | % of Comments | % of Post Reactions | % of Post Shares |
|----------------------|------------------------|------------------|---------------|---------------------|------------------|
| 13-17                | 5%                     | 2%               | 1%            | 1%                  | 0%               |
| 18-24                | 23%                    | 20%              | 5%            | 7%                  | 7%               |
| 25-34                | 24%                    | 26%              | 15%           | 11%                 | 11%              |
| 35-44                | 14%                    | 15%              | 15%           | 11%                 | 10%              |
| 45-54                | 11%                    | 12%              | 18%           | 14%                 | 15%              |
| 55-64                | 12%                    | 13%              | 24%           | 24%                 | 24%              |
| 65+                  | 10%                    | 11%              | 22%           | 31%                 | 33%              |
- Ages 35-54 (2 categories) make up roughly a fourth of the post activity (25% of total impressions, 27% of total reach, 32% of comments, 25% of post reactions and 24% of post shares)
  - Ages 18-34 (2 categories) make up an impressive 46% of total reach but just a mere 20% of comments, 19% of post reactions and 18% of post shares

When analyzing the results as related to the gender of those interacting, we noted:

- Slightly more females were reached than males
- Males and females commented nearly an equal number of times
- Females reacted to () and shared the posts much more frequently than males

Gender	% of Total Impressions	% Total Reach	% of Comments	% of Reactions	% of Shares
Female	50%	51%	49%	67%	75%
Male	49%	48%	51%	33%	24%
Unknown/Other	1%	1%	0%	0%	1%



## Workshops and Outreach Events

### Homeowner Workshops

Workshops were not included in our scope of work for 2018, but we remained open to facilitating and presenting them upon request:

- 1/23/2018: 1.5 hour long rain garden workshop for 24 interested residents in the City of Franklin
- 9/28/2018: 1 hour long rain garden workshop for 33 faculty and staff members at Gateway Technical College (Kenosha campus) as part of their extended learning inservice day



### Community Outreach Events

We exceeded our goal to participate in a minimum of 21 events in 2017 and attended 24! We often brought our human-sized Sparkles the Water Spaniel mascot to events to delight hundreds of children and their families. Directly from paw to hand, Sparkles distributed over 2,200 “Tips from Sparkles” bookmarks.

We use our tabletop storm water runoff model to engage children and their families during demonstrations at 18 of the events. We also have an Emoji Poop Toss game that helps teach kids about the importance of picking up pet waste. In addition, we held a free rain barrel raffle during 16 of the events along with offering our displays and numerous free giveaway publications, stickers, temporary tattoos, activity packs and other items.

Event location breakdown by municipality and by watershed:

Municipality/Location	# of events
Village of Bristol	1
City of Franklin	1
Village of Hales Corners	1
City of Kenosha	4
Kenosha County	2
Village of Mount Pleasant	2
City of New Berlin	1
City of Oak Creek	1
City of Racine	3
Racine County	2
Village of Salem Lakes	2
Village & Town of Somers	1
Town of Waterford	1
Village of Wind Point	2
<b>Total</b>	<b>24</b>

Watershed	# of events
Pike Creek	5
Pike River	6
Root River	6
Oak Creek	1
Wind Point	2
Des Plaines River	2
Fox River	2
<b>Total</b>	<b>24</b>

## VI. Spills Program

The City of Oak Creek is part of the area served by the Milwaukee County Hazardous Response Team. The Fire Department logged two Hazmat incidents in 2018 which had the potential to impact storm water quality. The following is a summary of the reported spills:

- One spill incident of gasoline totaling 500 gallons.
- One spill incident of mineral oil totaling 35 gallons.

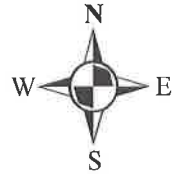
## VII. Program Revisions







None.

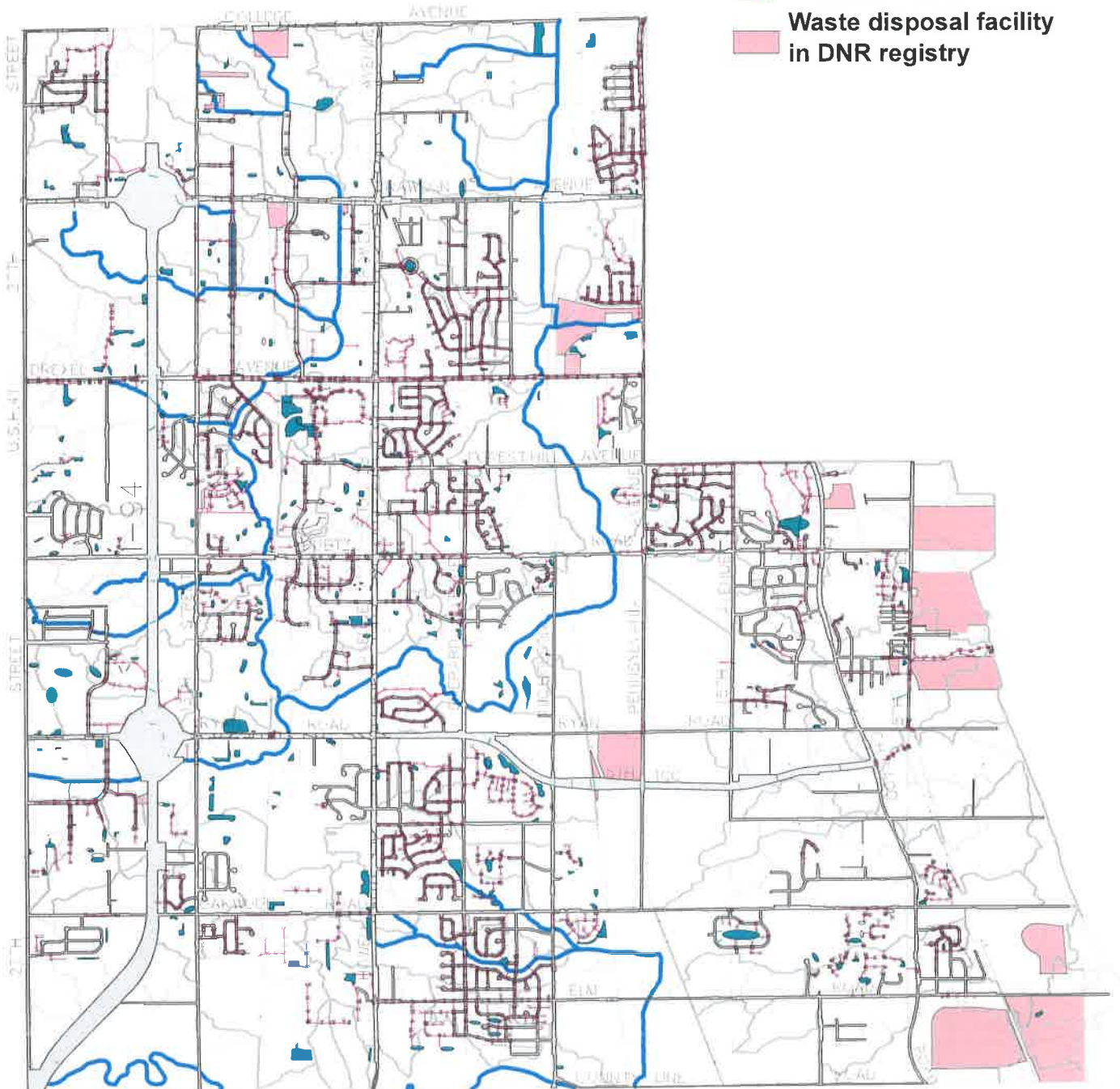
### **B. Updated storm sewer system map including new outfalls and structural controls.**

Please see attached maps.

# CITY OF OAK CREEK DRAINAGE MAP



-  Drainage basin boundary
-  Stream
-  State or County storm sewer
-  City-owned storm sewer
-  Detention basin
-  Waste disposal facility in DNR registry



**C. Summary describing the number and nature of enforcement actions, inspections, public education programs, spill responses and any other activity in the storm water management program that have measurable results**

**C. Summary of Activities in the Storm Water Management Program**

<b>Activities</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Erosion Control Permits Issued	51	58	46	35	47
Erosion Control Citations Issued	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>
Erosion Control Ordinance Compliance Letters	1 <sup>2</sup>	0 <sup>2</sup>	0 <sup>2</sup>	0 <sup>2</sup>	0 <sup>2</sup>
Spills (Hazmat incidents) relating to storm water	2	0	3	1	2
Structural Control Inspections	33	33	39	46	54
Number of Catch Basins Inspected for Cleaning	4,338	2,641	4,770	3,698	1,422
Number of educational activities undertaken	6	6	6	6	6

<sup>1</sup> Note: Citations are issued only if a request for correction or stop work order has not been effective in obtaining the desired corrections to erosion control measures. Approximately 5 stop work orders are issued each year; none were issued in 2015 and 1 in 2017 and 2018.

<sup>2</sup> Approximately 10 emails regarding erosion control compliance were sent

**D. Summary of revisions made to the storm water management program.**

Inspection of City-owned detention basins was changed from four to three times annually (spring, summer and fall). This revision was approved by the DNR in July, 2002. No revisions to the program were made in 2016.

**E. Proposed revisions to the storm water management program.**

None.

**F. Summary of monitoring data.**

The Department of Natural Resources approved Oak Creek's monitoring program proposal in November of 2000. The City has previously submitted all of the monitoring data to the DNR.

**G. Proposed revisions to the storm water monitoring program.**

None.

**H. Summary of pollutant loading calculations.**

Pollutant loadings for all 579 subbasins in Oak Creek using the Source Loading and Management Model (SLAMM) were submitted with the City's 2006 Annual Report. The analysis showed a 36% City-wide reduction in total suspended solids. Oak Creek was in compliance with the NR151 requirement of 20% suspended solids reduction by March 10, 2008.

In 2010 the City of Oak Creek contracted with AECOM to field verify swale infiltration rates within the City. The DNR subsequently reviewed and approved the new infiltration rate of 0.35 inches per hour, which is a significant increase over the previously used rate of 0.05 inches per hour.

The City finalized the SLAMM model files in 2012. The results using the new infiltration rate indicate that Oak Creek is over 40% reduction in total suspended solids.

**I. Summary of the assessment of controls required in Section F.**

**I. Summary of the Assessment of Controls**

Part I, Section F(1)(b)

<b>Indirect Measurements</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Number and type of illicit connections found and eliminated	0	0	0	0	0
Number of erosion control permits issued	51	58	46	35	47
Number of enforcement actions taken (citations)	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>	0 <sup>1</sup>
Number of spills (Hazmat incidents) relating to storm water	2	0	3	1	3
Number of educational activities undertaken	6	6	6	6	6
Number of sewer inlets stenciled	0	0	0	0	0
Volume of used oil collected (gallons)	7,800	8,325	8,225	7,075	8,100
Mass of leaves collected (c.y.)	825	750	840	923	875
Mass of sediment captured from street sweeping	397.15 Tons	254.51 Tons	198.07 Tons	196.74 Tons	185.76 Tons
Mass of sediment removed from catch basins	14.5 Tons	9 Tons	8.5 Tons	6.3 Tons	12 Tons
Mass of sediment removed from structural controls	14 c.y.	16 c.y.	12 c.y.	13 c.y.	15 c.y.

<sup>1</sup> Note: Citations are issued only if a request for correction or stop work order has not been effective in obtaining the desired corrections to erosion control measures. Approximately 5 stop work orders are issued each year.



**J. Fiscal analysis.**

Summary of previous year's expenditures and current year's budget of the major elements in the NR 216 storm water management program.

A copy of Oak Creek's 2018 Storm Water Fund budget is on the following pages.

**BUDGET REPORT FOR OAK CREEK  
2019 ADOPTED BUDGET**

GL NUMBER	DESCRIPTION	2014 ACTIVITY	2015 ACTIVITY	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 PROJECTED ACTIVITY	2019 ORIGINAL BUDGET	2019 % CHANGE
<b>Fund 38 Storm Water Fund</b>									
<b>ESTIMATED REVENUES</b>									
<b>LICENSES &amp; PERMITS</b>									
38-00-34-33820	STORMWATER MANAGEMENT PERM	300	1,200	1,195	3,000	2,000	4,000	4,000	100.00%
	LICENSES & PERMITS	300	1,200	1,195	3,000	2,000	4,000	4,000	100.00%
<b>CHARGES FOR SERVICES</b>									
38-00-35-34650 * *	STORM WATER FEES	752,760	738,909	728,444	840,098	885,850	885,850	936,470	5.71%
	CHARGES FOR SERVICES	752,760	738,909	728,444	840,098	885,850	885,850	936,470	5.71%
<b>COMMERCIAL REVENUE</b>									
38-00-37-36000	INTEREST INCOME	1,258	817	2,055	1,722	800	800	800	0.00%
	COMMERCIAL REVENUE	1,258	817	2,055	1,722	800	800	800	0.00%
<b>TOTAL ESTIMATED REVENUES</b>		<b>754,318</b>	<b>740,926</b>	<b>731,694</b>	<b>844,820</b>	<b>888,650</b>	<b>890,650</b>	<b>941,270</b>	<b>5.92%</b>
<b>APPROPRIATIONS</b>									
<b>Dept 81 - STORM WATER</b>									
<b>DIRECT EMPLOYEE COSTS</b>									
38-81-41-10000	SALARIES - FULL TIME	363,985	371,831	374,774	379,878	389,908	358,531	397,147	1.86%
38-81-41-11000	SALARIES - OVERTIME	258	9,969	4,468	1,292	1,000	5,862	5,000	400.00%
38-81-41-13000	RETIREMENT	25,288	25,794	25,269	25,986	26,124	26,857	26,013	-0.42%
38-81-41-13500	SOCIAL SECURITY	26,728	28,242	28,421	28,339	29,828	29,535	30,382	1.86%
38-81-41-15000	INSURANCE - ACTIVE HEALTH	36,800	84,992	84,992	84,992	80,992	80,992	80,992	0.00%
38-81-41-16000	INSURANCE - WORKMANS COMP	17,428	17,284	19,704	13,907	12,717	12,716	13,739	8.04%
38-81-41-16500	INSURANCE - DISABILITY	1,057	1,176	1,273	1,102	1,190	1,544	1,600	34.45%
38-81-41-17000	INSURANCE - DENTAL	2,702	6,461	6,461	6,461	6,461	6,461	6,461	0.00%

**BUDGET REPORT FOR OAK CREEK  
2019 ADOPTED BUDGET**

GL NUMBER	DESCRIPTION	2014 ACTIVITY	2015 ACTIVITY	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 PROJECTED ACTIVITY	2019 ORIGINAL BUDGET	2019 % CHANGE
<b>Fund 38 Storm Water Fund</b>									
38-81-41-17500	INSURANCE - GROUP LIFE	556	643	707	775	950	930	950	0.00%
38-81-41-18000	LONGEVITY	686	704	749	746	800	746	800	0.00%
38-81-41-18500	SECTION 125 EXPENSES	225	0	0	0	0	6	25	100.00%
	<b>DIRECT EMPLOYEE COSTS</b>	<b>475,713</b>	<b>547,096</b>	<b>546,818</b>	<b>543,478</b>	<b>549,970</b>	<b>524,180</b>	<b>563,109</b>	<b>2.39%</b>
<b>INDIRECT EMPLOYEE COSTS</b>									
38-81-42-20000	TRAVEL/TRAINING	0	0	531	1,299	750	500	750	0.00%
38-81-42-20500	RECRUITMENT/TESTING/PHYSICALS	0	0	0	57	100	100	100	0.00%
38-81-42-21500	UNIFORMS/CLOTHING	1,004	952	1,206	1,272	1,100	1,200	1,200	9.09%
	<b>INDIRECT EMPLOYEE COSTS</b>	<b>1,004</b>	<b>952</b>	<b>1,737</b>	<b>2,628</b>	<b>1,950</b>	<b>1,800</b>	<b>2,050</b>	<b>5.13%</b>
<b>UTILITY COST</b>									
38-81-43-31500	TELEPHONE	0	0	0	0	250	250	250	0.00%
	<b>UTILITY COST</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>250</b>	<b>250</b>	<b>250</b>	<b>0.00%</b>
<b>SUPPLIES</b>									
38-81-44-44000	MEDICAL AND SAFETY	57	116	327	300	250	250	250	0.00%
38-81-44-46000	MINOR EQUIPMENT	307	350	350	252	500	500	2,500	400.00%
38-81-44-46200	FIELD SUPPLIES	0	0	0	0	250	100	250	0.00%
	<b>SUPPLIES</b>	<b>364</b>	<b>466</b>	<b>677</b>	<b>552</b>	<b>1,000</b>	<b>850</b>	<b>3,000</b>	<b>200.00%</b>
<b>OTHER SERVICES</b>									
38-81-45-51400	CONSULTING	0	4,271	25,149	4,750	10,000	5,000	10,000	0.00%
38-81-45-52000	LANDFILL CHARGES	17,447	0	0	0	0	0	0	0.00%
38-81-45-52500	MISCELLENEOUS PERMITS	4,000	5,000	5,000	5,000	6,000	5,000	5,000	-16.67%
38-81-45-55200	ANNUAL LICENSE FEES	0	0	0	2,734	2,900	2,400	3,600	24.14%

BUDGET REPORT FOR OAK CREEK  
2019 ADOPTED BUDGET

GL NUMBER	DESCRIPTION	2014 ACTIVITY	2015 ACTIVITY	2016 ACTIVITY	2017 ACTIVITY	2018 ORIGINAL BUDGET	2018 PROJECTED ACTIVITY	2019 ORIGINAL BUDGET	2019 % CHANGE
Fund 38 Storm Water Fund									
38-81-45-59500	MISCELLANEOUS	0	0	142	42,600	0	10,369	0	0.00%
	OTHER SERVICES	21,447	9,271	30,291	55,084	18,900	22,769	18,600	-1.59%
MAINTENANCE									
38-81-46-65000	STORM DRAINAGE SYSTEM	33,651	42,305	44,750	45,072	50,000	50,000	50,000	0.00%
	MAINTENANCE	33,651	42,305	44,750	45,072	50,000	50,000	50,000	0.00%
VEHICLES									
38-81-47-70000	VEHICLE MAINTENANCE	4,284	4,472	2,738	3,927	6,500	4,000	5,000	-23.08%
38-81-47-70500	EQUIPMENT MAINTENANCE	11,629	12,079	12,001	12,092	14,000	14,000	15,000	7.14%
38-81-47-71000	GAS/OIL/FLUIDS	13,832	9,217	5,573	7,489	10,000	8,000	9,800	-2.00%
38-81-47-71500	TIRES	2,981	1,432	1,411	2,287	2,500	2,500	2,500	0.00%
	VEHICLES	32,726	27,200	21,723	25,795	33,000	28,500	32,300	-2.12%
TRANSFER									
38-81-49-99999	INTERFUND TRANSFER OUT	500,000	100,000	0	325,000	275,000	275,000	200,000	-27.27%
	TRANSFER	500,000	100,000	0	325,000	275,000	275,000	200,000	-27.27%
TOTAL APPROPRIATIONS		1,064,905	727,290	645,996	997,609	930,070	903,349	869,309	-6.53%
NET OF REVENUES/APPROPRIATIONS - FUND 38		(310,587)	13,636	85,698	(152,789)	(41,420)	(12,699)	71,961	
BEGINNING FUND BALANCE		494,491	183,904	197,539	283,238	130,448	130,448	117,749	
ENDING FUND BALANCE		183,904	197,540	283,237	130,449	89,028	117,749	189,710	

## **K. Identification of water quality improvements or degradation.**

The City of Oak Creek was issued its NR 216 permit in June of 2000 and subsequently re-issued in April of 2006 and June of 2013. Implementation of water quality improvement programs began in 2001 on a phased basis. The following programs or projects have resulted in water quality improvements:

- The street sweeping and catch basin cleaning programs have resulted in the collection of a significant amount of sediment since 2001. Street sweeping has collected 5,127,680 pounds of sediment and catch basin cleaning has removed 265,260 pounds of sediment.
- The Shepard Hills detention basin was retrofitted in 2003 to provide for water quality which should improve the conditions downstream.
- The Arthur Avenue storm sewer project constructed in 2005 diverted the untreated storm sewer runoff from 33 acres of a developed residential area through a wet detention basin.
- Installation of a hydrodynamic separator in the Southbranch Industrial Park in 2006.
- Portions of the Northbranch industrial park (Marquette Ave., 1<sup>st</sup> St. and 10<sup>th</sup> St.) were reconstructed with curb & gutter and inlets were replaced with catch basins in 2007. This enables catch basin cleaning and street sweeping on these roads.
- The regional detention basin at the southeast corner of I-94 and W. College Avenue constructed through an intergovernmental agreement between Wisconsin Department of Transportation, Milwaukee County and Oak Creek, treats about 230 acres of tributary area prior to discharging into the N2 Tributary.
- The Forest Hill storm sewer replacement project installed new detention basins in 2017 that serves 15 acres of an existing residential subdivision that previously had no water quality or quantity controls.

## **L. Program Proposals.**

- New program proposals are not required under the permit for 2018.
- The Department of Natural Resources requires the annual report to be filed electronically in a standardized form. The actual document being submitted is contained on the following pages.



# Submittal of Annual Reports and other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

## Reporting Information

**Submittal Type:** Annual Report

**Project Name:** 2018 Annual NR 216 Report

**County:** Milwaukee

**Municipality:** Oak Creek City

**Facility Number:** 15779

**Reporting Year:** 2018

## Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

### Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following items as appropriate using the attachments tab above
  - a. Construction Site Pollution Control Annual Report Summary
  - b. Illicit Discharge Detection and Elimination Annual Report Summary
  - c. Leaf and Yard Waste Management
  - d. Municipal Cooperation Attachment
  - e. Municipal Facility Inspections
  - f. Pollution Prevention Annual Report Summary
  - g. Post-Construction Storm Water Management Annual Report Summary
  - h. Public Education and Outreach Annual Report Summary
  - i. Public Involvement and Participation Annual Report Summary
  - j. Storm Water Consortium/Group Report
  - k. Storm Sewer System Map Annual Report Attachment
    - l. Storm Water Quality Management Annual Report Attachment
  - m. TMDL Attachment
  - n. Winter Road Maintenance
  - o. Other Annual Report Attachment
- Sign and Submit form

**Municipal Contact Information- Complete**

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

**Note:** Compliance items must be submitted using the Attachments tab.

**Municipality Information**

**Name of Municipality:** Oak Creek City

**Facility ID # or (FIN):** 15779

**Updated Information:**  Check to update mailing address information

**Mailing Address:** 8040 S 6th St

**Mailing Address 2:**

**City:** Oak Creek

**State:** Wisconsin

**Zip Code:** 53154                      xxxxx or xxxxx-xxxx

**Primary Municipal Contact Person (Authorized Representative for MS4 Permit)**

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

**First Name:** Philip

**Last Name:** Beiermeister

Select to **update** current contact information

**Title:** Engineer

**Mailing Address:** 840 S 6th St

**Mailing Address 2:**

**City:** Oak Creek

**State:** WI

**Zip Code:** 53154                      xxxxx or xxxxx-xxxx

**Phone Number:** 414-768-5855                      Ext:                      xxx-xxx-xxxx

**Email:** pbeiermeister@oakcreekwi.org

**Additional Contacts Information (Optional)**

I&E Program

IDDE Program

**Individual with responsibility for:  
(Check all that apply)**

- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

**First Name:**

**Last Name:**

**Title:**

**Mailing Address:**

**Mailing Address 2:**

**City:**

**State:**

**Zip Code:**

xxxxx or xxxxx-xxxx

**Phone Number:**

Ext:

xxx-xxx-xxxx

**Email:**

1. Does the municipality rely on another entity to satisfy some of the permit requirements? If yes, enter entity name (government, consultant, group/organization).

Yes  No

Public Education and

Outreach: Southeastern Wisconsin Clean Water Network

Public Involvement and Participation:

Southeastern Wisconsin Clean Water Network

Illicit Discharge Detection and Elimination:

Construction Site Pollutant Control:

Post-Construction Storm Water Management:

Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

Yes  No

## Missing Information



Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (09/17)

## Minimum Control Measures- Section 1 : Complete

### 1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the **Add Activity** to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events).

<b>Topic: Detection and elimination of illicit discharges</b>			
<b>Mechanism</b>	<b>Quantity</b> (optional)	<b>Est. People Reached</b> (optional)	<b>Regional Effort?</b> (optional)
<u>Informational booth at event</u>	<u>10 - 19</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

<b>Topic: Management of materials that may cause storm water pollution from automobiles, pet waste, household hazardous waste and household practices</b>			
<b>Mechanism</b>	<b>Quantity</b> (optional)	<b>Est. People Reached</b> (optional)	<b>Regional Effort?</b> (optional)
<u>Social media posts</u>	<u>1 - 9</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Active distribution of print media</u> <u>(mailings, newsletters, etc)</u>	<u>1 - 9</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Informational booth at event</u>	<u>20 - 49</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Active distribution of print media</u> <u>(mailings, newsletters, etc)</u>	<u>1 - 9</u>	<u>100 +</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

<b>Topic: Beneficial onsite reuse of leaves and grass clippings/proper use of lawn and garden fertilizers and pesticides</b>			
<b>Mechanism</b>	<b>Quantity</b> (optional)	<b>Est. People Reached</b> (optional)	<b>Regional Effort?</b> (optional)
<u>Active distribution of print media</u> <u>(mailings, newsletters, etc)</u>	<u>1 - 9</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Social media posts</u>	<u>1 - 9</u>	<u>100 +</u>	

Yes  No

Select all applicable audiences targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

**Topic:** Management of stream banks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Targeted group training (contractors, consultants, etc.)	<u>1 - 9</u>	<u>10 - 19</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

**Topic:** Infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Workshops</u>	<u>1 - 9</u>	<u>50 - 99</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

**Topic:** Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Direct one-on-one communication</u>	<u>10 - 19</u>	<u>20 - 49</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

**Topic:** Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Workshops</u>	<u>10 - 19</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Educational activities (School presentations, summer camps, etc)</u>	<u>1 - 9</u>	<u>10 - 19</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups  
 Business
  Developers
  Industries
  Restaurants
  Other:

<b>Topic:</b> Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Direct one-on-one communication</u>	<u>1 - 9</u>	<u>10 - 19</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups  
 Business
  Developers
  Industries
  Restaurants
  Other:

<b>Topic:</b> Other (describe): _____			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Select...</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups  
 Business
  Developers
  Industries
  Restaurants
  Other:

**b.** Brief Public Education and Outreach program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

### Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

**Minimum Control Measures - Section 2 : Complete**

## 2. Public Involvement and Participation

a. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Council meetings and City website

Municipal Officials

Council meetings, emails and City website

Appropriate Staff ( such as operators, Department heads, and those that interact with public) emails, meetings and one-on-one communication

b. Complete the following information on Public Involvement Activities related to storm water. Select the mechanism that best describes how the topic message was conveyed to your population. Use the Add Activity to add multiple mechanisms. For Quantity, choose the range for number Mechanisms chosen (i.e., number of workshops, events).

Topic: Storm Water Management Plan and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Website	1 - 9	Select...	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable participants targeted for this topic.

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups
  Business
  Developers
  Industries
  Restaurants
  Other:

Topic: Storm water related ordinance and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Website	1 - 9	Select...	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable participants targeted for this topic.

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups
  Business
  Developers
  Industries
  Restaurants
  Other:

Topic: MS4 Annual Report			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Government Event (Public Hearing, Council Meeting, etc)	1 - 9	Select...	<input type="radio"/> Yes <input checked="" type="radio"/> No
Website	1 - 9	Select...	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable participants targeted for this topic.

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups  
 Business
  Developers
  Industries
  Restaurants
  Other:

Topic: Volunteer Opportunities			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Public Workshop	1 - 9	50 - 99	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups  
 Business
  Developers
  Industries
  Restaurants
  Other:

Topic: Other (describe) :			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Select...	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic .

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups  
 Business
  Developers
  Industries
  Restaurants
  Other:

c. Brief Public Involvement and Participation program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

### Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

## Minimum Control Measures - Section 3 : Complete

### 3. Illicit Discharge Detection and Elimination

- a. How many total outfalls does the municipality have? 65  Unsure
- b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? 7  Unsure
- c. From the municipality's routine screening, how many were confirmed illicit discharges? 0  Unsure

- d. How many illicit discharge complaints did the municipality receive? 2  Unsure
- e. From the complaint received, how many were confirmed illicit discharges? 2  Unsure
- f. How many of the identified Illicit discharges did the municipality eliminate in the reporting year? 2  Unsure

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year.  Unsure

Verbal Warning

Written Warning (including email)

Notice of Violation

Civil Penalty/ Citation

No Enforcement Action Taken 2

Additional Information:

h. Brief Illicit Discharge Detection and Elimination program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

The 2 illicit discharges resulted from spills and the Hazmat team responded.

### Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

## Minimum Control Measures - Section 4 : Complete

### 4. Construction Site Pollutant Control

- a. How many total construction sites were active at any point in the reporting year? 51  Unsure
- b. How many construction sites did the municipality issue permits for in the reporting year? 47  Unsure
- c. Do the above numbers include sites <1 acre?  Yes  No  Unsure
- d. How many erosion control inspections did the municipality complete in the reporting year? 195  Unsure
- e. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.  Unsure
- Verbal Warning 12
- Written Warning (including email) 3

- Notice of Violation
- Civil Penalty/ Citation 0
- Stop Work Order 1
- Forfeiture of Deposit
- No Authority
- Other - Describe below

f. Brief Construction Site Pollutant Control program information for inclusion in the Annual Report . If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

### Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

### Minimum Control Measures - Section 5 : Complete

#### 5. Post-Construction Storm Water Management

a. How many new construction sites with new structural storm water management practices\* have received local approvals? 10  Unsure

\*Structural practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state (such as ponds, swales, infiltration basins, permeable pavement, catch basin sumps, etc.)

b. How many privately owned storm water facility inspections were completed in the reporting year? 1  Unsure

c. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.  Unsure

- Verbal Warning 1
- Written Warning (including email) 0
- Notice of Violation
- Civil Penalty/ Citation 0
- Forfeiture of Deposit
- Complete Maintenance 1
- Bill Responsible Party 0



- No Authority
- Other - Describe below

d. Brief Post-Construction Storm Water Management program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Oak Creek requires new developments to enter into a storm water maintenance agreement

### Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

### Minimum Control Measures - Section 6 : Complete

#### 6. Pollution Prevention

Storm Water Management Facility Inspections (ponds, biofilters, etc.)  Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water facilities? 19  Unsure
- b. How many new municipally owned storm water facilities were installed in the reporting year? 3  Unsure
- c. How many municipally owned storm water devices were inspected in the reporting year? 19  Unsure
- d. What elements are looked at during inspections (200 character limit)?  
Please see attached representative inspection report
- e. How many of these facilities required maintenance? 11  Unsure

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review)  Not Applicable

- f. How many inspections of municipal properties been conducted in the reporting year? 3  Unsure
- g. Have amendments to the SWPPPs been made?  Yes  No  Unsure
- h. If yes, describe what changes have been made (200 character limit):

Collection Services - Street Sweeping / Cleaning Program  Not Applicable

- i. Did the municipality conduct street sweeping/cleaning during the reporting year?  Yes  No  Unsure
- j. If known, how many tons of material was removed? 186  Unsure

- k. Does the municipality have a low hazard exemption for this material?  Yes  No
- l. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?  
 Yes  
 No - Explain \_\_\_\_\_  
 Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program*  Not Applicable

- m. Did the municipality conduct catch basin sump cleaning during the reporting year?  
 Yes  No  Unsure
- n. How many catch basin sumps were cleaned in the reporting year? 1422  Unsure
- o. If known, how many tons of material was collected? 12  Unsure
- p. Does the municipality have a low hazard exemption for this material?  Yes  No
- q. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?  
 Yes  
 No - Explain Fall cleaning was suspended early due to weather  
 Not Applicable

Collection Services - *Leaf Collection Program*  Not Applicable

- r. Does the municipality conduct curbside leaf collection?  Yes  No  Unsure
- s. Does the municipality notify homeowners about pickup?  Yes  No  Unsure
- t. Where are the residents directed to store the leaves for collection?  
 Pile on terrace  Pile in street  Bags on terrace  Unsure  
 Other - Describe Bring them to the DPW recycling facility
- u. What is the frequency of collection?  
Residents can bring them through the fall
- v. Is collection followed by street sweeping/cleaning?  Yes  No  Unsure

Winter Road Management  Not Applicable

\*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- w. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? 315  Unsure
- x. Provide amount of de-icing products used by month last winter season?  
 Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
---------	-----	-----	-----	-----	-----	-----

<u>Salt</u>	0	713	140	1724	2399	225
-------------	---	-----	-----	------	------	-----

Liquids (gallons) (ex. brine)

	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>
<u>Brine</u>	0	0	0	5120	1050	0

- y. Was salt applying machinery calibrated in the reporting year?  Yes  No  Unsure
- z. Have municipal personnel attended salt reduction strategy training in the reporting year?  Yes  No  Unsure

If yes, describe what training was provided (200 character limit):

Winter Maintenance and Salt Reduction Strategies workshop presented by Connie Fortin of Fortin Consulting, hosted by Southeastern Wisconsin Clean Water Network

When:  How many attended:

Internal (Staff) Education & Communication

- aa. Has training or education on SWPPPs for municipal facilities been held for municipal or other personnel?  Yes  No  Unsure
- If yes, describe what training was provided (200 character limit):

When:  How many attended:

- ab. Brief Pollution Prevention program information for inclusion in the Annual Report. If your response 200 character limit, attach supplemental information on the attachments page.

**Missing Information**

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

**Minimum Control Measures - Section 7 : Complete**

**7. Storm Sewer System Map**

- a. Did the municipality update their storm sewer map this year?  Yes  No  Unsure

If yes, check the areas the map items that got updated or changed:

- Storm water treatment facilities
- Storm pipes
- Vegetated swales
- Outfalls
- Other - Describe below

- b. Brief Storm Sewer System Map information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Storm sewer system map is GIS based and updated throughout the year

## Missing Information

Do not close your work until you SAVE.

Form 3400-224 (09/17)

## Final Evaluation - Complete

### Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

**Element:** Public Education and Outreach

5000      5000      5000      Storm water utility

**Element:** Public Involvement and Participation

1000      1000      1000      Storm water utility

**Element:** Illicit Discharge Detection and Elimination

17100      15000      15000      Storm water utility

**Element:** Construction Site Pollutant Control

13400      15000      15000      Storm water utility

**Element:** Post-Construction Storm Water Management

35600      35000      36000      Storm water utility

**Element:** Pollution Prevention

280000      290000      290000      Storm water utility

**Element:** Storm Water Quality Management

25000      25000      25000      Storm water utility

**Element:** Storm Sewer System Map

6000      6000      6000      Storm water utility

**Other** (describe)

Select...

Please provide a justification for a "0" entered in the Fiscal Analysis

### Water Quality

**a:** Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**b:** Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**c:** Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes  No  Unsure

**d:** Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes  No  Unsure

### Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.



Do not close your work until you SAVE.

Form 3400-224 (09/17)

**Requests for Assistance on Understanding Permit Programs**

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.

## Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

**\*Required Item**

**Note:** To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item,

### Storm Sewer System Map

 File Attachment

### Attach Documents

(To remove additional items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

## Missing Information

You must attach a Storm Sewer Map file,

**Draft and Share PDF Report with Municipality's Governing Body.**

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been approved by the governing body, you will have to come back to the MS4 eReporting system to submit the report to the DNR.

[Draft and Share PDF Report with Municipality's Governing Body](#)

## Complete and Submit Your Application

**You have not completed all areas of the application.** Please return to the application and complete all missing items.

Contact Information: Complete

Minimum Control Measures Section 1: Complete

Minimum Control Measures Section 2: Complete

Minimum Control Measures Section 3: Complete

Minimum Control Measures Section 4: Complete

Minimum Control Measures Section 5: Complete

Minimum Control Measures Section 6: Complete

Minimum Control Measures Section 7: Complete

Attachments: Has Missing Items

Final Evaluation: Complete



## COMMON COUNCIL REPORT

**Item:** Dedication and Release

**Recommendation:** That the Common Council adopts Resolution No. 12047-031919, a resolution accepting dedication of the public improvements and release from the Development Agreement for the Wall residence at 10100 S. 8<sup>th</sup> Avenue. (Tax Key No. 918-9988-000) (4<sup>th</sup> Aldermanic District)

**Fiscal Impact:** Costs to construct the cul-de-sac were borne entirely by the property owner (Developer). Ongoing maintenance of the cul-de-sac becomes the City's responsibility.

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

**Background:** Steven T. and Susan B. Wall are the property owners of 10100 S. 8<sup>th</sup> Avenue. At the time of purchase by the Walls the property was a large parcel with potential for subdivision into several residential lots. On its west end it has an official road pattern, which represents the further extension to the north of 8<sup>th</sup> Avenue. Due to the Walls' plans for just the one single family home construction rather than development into multiple lots, it was agreed that they could put in a temporary cul-de-sac as opposed to extending 8<sup>th</sup> Avenue across their entire property.

Because the temporary cul-de-sac will be for public use, it is deemed public infrastructure and thus a Development Agreement was needed to cover the work. 8<sup>th</sup> Avenue had been a straight dead end, and the temporary cul-de-sac now provides the capacity for safe and easy vehicle turnaround, which is especially beneficial for larger City vehicles picking up trash and recycling, and plowing snow.

The cul-de-sac construction was successfully constructed in late 2018, so it is recommended and appropriate to accept it as public infrastructure and to release the Walls from the Development Agreement.

**Options/Alternatives:** To not release the developer after his satisfactory execution of his responsibilities under the agreement could have legal ramifications.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Michael C. Simmons, PE  
City Engineer

Fiscal Review:

A handwritten signature in black ink, appearing to read "Bridget M. Souffrant". The signature is stylized and cursive.

Bridget M. Souffrant

Assistant City Administrator/Comptroller

---

Attachments: Resolution No. 12047-031919, Dedication and Release

**RESOLUTION NO. 12047-031919**

**BY: \_\_\_\_\_**

**RESOLUTION ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS AND RELEASING  
THE DEVELOPER FROM THE DEVELOPMENT AGREEMENT**

**WALL RESIDENCE – 10100 S. 8<sup>TH</sup> AVENUE**

**(4<sup>TH</sup> ALDERMANIC DISTRICT)**

WHEREAS, Steven T. and Susan B. Wall (collectively the “Developer”) and the City of Oak Creek (“City”) entered into a Development Agreement dated March 26, 2018 and recorded with the Milwaukee County Register of Deeds as Document No. 10767550; and

WHEREAS, the Developer has successfully constructed and installed all required public improvements for said project at the expense of the Developer and in accordance with the plans and specifications conforming to applicable City ordinances and approved by the City; and

WHEREAS, the City Engineer certifies that all conditions and restrictions of the Development Agreement have been fully satisfied; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that dedication of the public improvements is hereby accepted and that the Developer is released from the terms and conditions of the Development Agreement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Dedication and Release 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 19<sup>th</sup> day of March, 2019.

Passed and adopted this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Common Council President Kenneth Gehl

Approved this 19<sup>th</sup> day of March, 2019.



---

Mayor Daniel J. Bukiewicz

ATTEST:

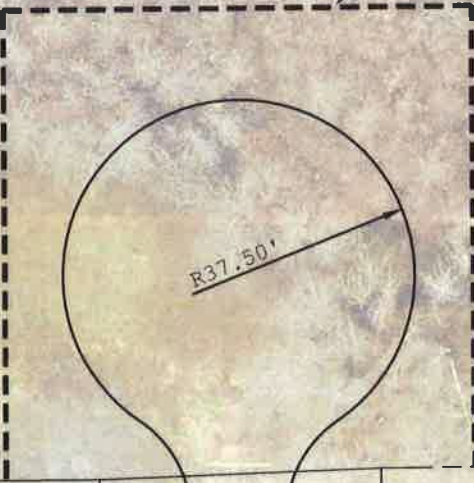
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Catherine A. Roeske, City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_



**100'x100' TEMPORARY  
CUL-DE-SAC EASEMENT**



**S. 8TH AVENUE**

**TEMPORARY CUL-DE-SAC  
EASEMENT**

**10100 S. 8TH AVENUE**

Document Number

DEDICATION OF PUBLIC IMPROVEMENTS  
AND RELEASE FROM THE WALL CUL-DE-  
SAC DEVELOPMENT AGREEMENT  
Document Title

Recording Area

Name and Return Address

Douglas W. Seymour, Director  
Department of Community Development  
8040 S. 6<sup>th</sup> Avenue  
Oak Creek, WI 53154

918-9988-000

Parcel Identification Number (PIN)

WHEREAS, THE CITY OF OAK CREEK, a municipal corporation of Milwaukee County, State of Wisconsin, hereinafter referred to as the "City", and, Steven T. and Susan B Wall, 10100 S 8<sup>th</sup> Avenue, Oak Creek, WI 53154, and hereinafter referred to as "Developer", entered into a Development Agreement dated March 26, 2018 which was approved by Resolution No. 11926-040218 for Wall Cul-de-sac extension and more particularly described as follows;

WHEREAS, 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:

Being part of the Southeast  $\frac{1}{4}$  of Section 26, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, Bounded and described as follows: Beginning at a point on the West line of the East  $\frac{1}{2}$  of said  $\frac{1}{4}$  Section 1108.22 feet South of the North line of said  $\frac{1}{4}$  Section; thence South along the West line of the East  $\frac{1}{2}$  of said  $\frac{1}{4}$  Section, 333.66 feet to a point, thence East 1000.08 feet to a point, which is 1438.84 feet south of the North line of said  $\frac{1}{4}$  Section; thence North and parallel to the West line of East  $\frac{1}{2}$  of said  $\frac{1}{4}$  Section, 330.62 feet, more or less, to a point, which point is 1108.22 feet South of the North line of said  $\frac{1}{4}$  Section, thence West 1000.08 feet, more or less, to the point of beginning.

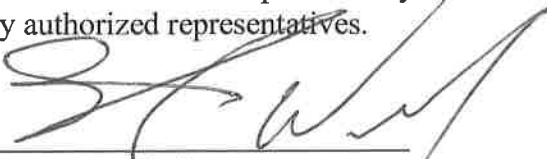

WHEREAS, the Developer has completed the construction and installation of said public cul-de-sac extension in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City, and the City Engineer has certified the improvements; and

WHEREAS, the Development Agreement was recorded with the Milwaukee County Register of Deeds office on April 13, 2018, in Document #10767550; and

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, to it in hand paid, receipt of which is herein acknowledged and confessed.

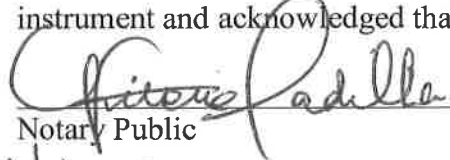
1. The Developer hereby gives, grants, conveys and fully dedicates the said public improvements, to the City of Oak Creek forever, free and clear of all encumbrances whatever, together with and including any and all land, structures, mains, conduits, pipes, equipment, plant appurtenances and hereditaments, which in any way be a part of or pertain to such public facilities.
2. The Developer hereby warrants and will forever defend the title to the dedicated public improvements, for the Wall cul-de-sac extension against all lawful claims of all persons whomsoever.
3. The Developer is hereby released and discharged from the terms of the Development Agreement.

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.

  
\_\_\_\_\_  
Steven T. Wall  
  
\_\_\_\_\_  
Susan B. Wall

STATE OF WISCONSIN)  
(SS.  
MILWAUKEE COUNTY)

Personally came before me this 15<sup>th</sup> day of February, 2019, the above-named, Steven T. and Susan B. Wall, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public  
Milwaukee County, Wisconsin



My commission expires 02/02/2020

CITY OF OAK CREEK

\_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

Countersigned:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)  
(SS.  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2019, DANIEL J. BUKIEWICZ, Mayor and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. \_\_\_\_\_ adopted by its Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Melissa L. Karls, Notary Public  
Milwaukee County, Wisconsin  
My commission is permanent.

This document was drafted by Brian L. Johnston, P.E., of the City of Oak Creek Engineering Department.

Approved as to form:

\_\_\_\_\_  
Melissa L. Karls, City Attorney

**CERTIFICATE OF THE CITY ENGINEER**

I, Michael C. Simmons, City Engineer of the City of Oak Creek, do hereby certify:

That the construction and installation of public improvements, installed by the Developer of the Wall cul-de-sac extension, in the City of Oak Creek, have been completed in accordance with the approved designs, plans and specifications therefore, or in accordance with approved changes, variations, alterations and modifications; and

That the public improvements are in satisfactory operating condition; and

That I further certify that the Developer has submitted satisfactory written evidence that they have paid all of the costs incurred in the construction and installation of said systems and improvements.

Dated this 14<sup>th</sup> day of March, 2019.



Michael C. Simmons, P.E  
City Engineer



## COMMON COUNCIL REPORT

**Item:** Temporary Cul-de-sac Easement

**Recommendation:** That the Common Council adopts Resolution No. 12046-031919, a resolution accepting a temporary cul-de-sac easement from the property owner of 10100 S. 8<sup>th</sup> Avenue (Tax Key No. 918-9988-000) (4<sup>th</sup> Aldermanic District).

**Fiscal Impact:** There is no cost to the City in acquiring this temporary easement.

**Critical Success Factor(s):**

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

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**Background:** As a condition of building a house on the previously vacant property known as 10100 S. 8<sup>th</sup> Avenue, the property owners (Steven T. and Susan B. Wall) were required to grant to the City a temporary cul-de-sac easement and construct the cul-de-sac within its boundaries. The easement provides the City access to provide standard city services such as trash and recycle collection, snow plowing, and general maintenance and repair of the cul-de-sac itself. The cul-de-sac improves this dead-end road as it provides proper pavement area for safe turn-around movements for larger City vehicles.

**Options/Alternatives:** City vehicles are not legally accessing the cul-de-sac without the easement.


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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Michael C. Simmons, PE  
City Engineer

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

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**Attachments:** Resolution 12046-031919, Temporary Cul-de-sac Easement

**RESOLUTION NO. 12046-031919**

**RESOLUTION ACCEPTING A TEMPORARY CUL-DE-SAC  
EASEMENT AT 10100 S. 8<sup>TH</sup> AVENUE  
(4<sup>TH</sup> ALDERMANIC DISTRICT)**

WHEREAS, the 100' x 100' temporary cul-de-sac easement ("Easement") has been prepared affecting the following Property Owners, to wit:

Steven T. and Susan B. Wall  
10100 S. 8<sup>th</sup> Avenue  
Oak Creek, WI 53154  
Tax Key No. 918-9988-000

NOW, THEREFORE, BE IT RESOLVED that said Easement, to be located at the north terminus of 8<sup>th</sup> Avenue upon 10100 S. 8<sup>th</sup> Avenue, granted by the Property Owners to the City of Oak Creek ("City"), is hereby accepted and approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Easement on behalf of the City, and upon execution by both the City and the Property Owners, 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 19<sup>th</sup> day of March, 2019.

Passed and adopted this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Kenneth Gehl, Common Council President

Approved this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

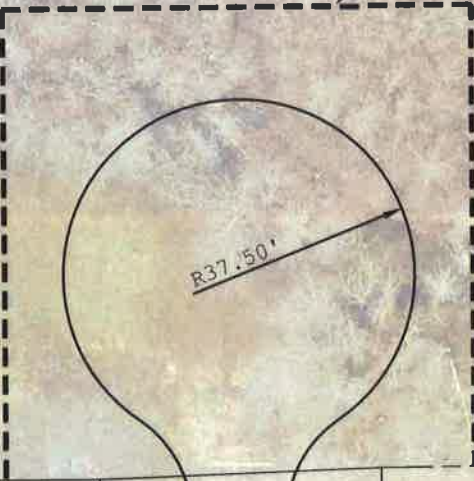
ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_



**100'x100' TEMPORARY  
CUL-DE-SAC EASEMENT**



**S. 8TH AVENUE**

**TEMPORARY CUL-DE-SAC  
EASEMENT**

**10100 S. 8TH AVENUE**

Document Number	Temporary Cul-de-sac Easement	
	Document Title	
EASEMENT NO.	_____	
PROJECT NO.	18052	
RESOLUTION NO.	_____	
ADDRESS NO.	10100 S. 8 <sup>th</sup> Avenue	Recording Area
GRANTOR(S)	Steven T. and Susan B. Wall	Michael C. Simmons, City Engineer Engineering Department 8040 S. 6 <sup>th</sup> Street Oak Creek, WI 53154
M/A	10100 S. 8 <sup>th</sup> Avenue Oak Creek, WI 53154	Name and Return Address

918-9988-000  
Parcel Identification Number (PIN)

TEMPORARY CUL-DE-SAC EASEMENT

THIS INDENTURE, made this 15<sup>th</sup> day of February, 2019, by and between, Steven T. and Susan B. Wall, 10100 S. 8<sup>th</sup> Avenue, Oak Creek, WI 53154, party of the first part, hereinafter referred to as "Grantor", and the City of Oak Creek, a Wisconsin municipal corporation, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct when necessary a temporary cul-de-sac across the real property of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A", and more particularly described as follows:

Being a part of the Southwest ¼ and Southeast ¼ of the Southeast ¼ of Section 26, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, Bounded and described as follows:

Commencing at the Northeast corner of Parcel No. 2 of Certified Survey Map 4960 as recorded June 25, 1987 as Document 6076068 in the Milwaukee County Register of Deeds, thence

S89°34'26"W along the north property line of said Parcel 2 a distance of 20.00 feet; thence N00°44'33"W a distance of 100.00 feet; thence N89°34'26"E a distance of 100.00 feet; thence S00°44'33"E a distance of 100.00 feet to a point on the southern property line of the parcel whose address is 10100 S. 8<sup>th</sup> Avenue; thence S89°34'26"W a distance of 80.00 feet to the point of beginning.

The Grantee shall have the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid cul-de-sac and appurtenances thereto.

The Grantee agrees to restore or cause to have restored the property as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. However, the Grantee's obligation to restore the property does not apply to any structure, fence, hard surface paving of any type or configuration, trees, bushes, branches or roots which may interfere with the Grantee's use of the aforesaid easement.

The Grantee shall have the right to trim or remove any trees, bushes, branches or roots so as not to interfere with the grantees use of the aforesaid easement.

Structures, which are defined as anything constructed or erected, the use of which requires more or less permanent location on ground or attached to something having permanent location on the ground and fences, shall not be located over Grantee's facilities or in, upon or over the property within aforesaid easement without the prior written consent of the City Engineer.

The aforesaid cul-de-sac and appurtenances shall be maintained and kept in good order and condition at the expense of the Grantee.

The Grantor reserves the right, to themselves and to their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises, except as to the rights herein granted.

The temporary cul-de-sac easement shall terminate at such time that a public street is platted and dedicated beyond the described premises.

The City shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss of damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid temporary cul-de-sac easement.











## COMMON COUNCIL REPORT

**Item:** HSA 6<sup>th</sup> and Rawson Storm Water Management Maintenance Agreement

**Recommendation:** That the Common Council adopts Resolution No. 12048-031919, a resolution approving a Storm Water Management Practices Maintenance Agreement with Oak Creek Rawson Industrial, LLC, 100 S. Wacker Drive; Suite 950, Chicago, IL 60606, for their HSA 6<sup>th</sup> and Rawson Development located at 610 W. Rawson Avenue. (Tax Key Nos. 734-9001-002, 734-9019-001, 734-9990) (1<sup>st</sup> Aldermanic District)

**Fiscal Impact:** None. The owner is responsible for all costs per the Storm Water Management Practices maintenance agreement.

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

**Background:** The proposed HSA 6<sup>th</sup> and Rawson development requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

**Options/Alternatives:** Not to adopt this resolution and therefore the storm water permit cannot be issued resulting in the development being unable to proceed per Section 13.107 of the Municipal Code.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Philip J. Beiermeister, P.E.  
Environmental Design Engineer

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:

Michael C. Simmons, P.E.  
City Engineer

**RESOLUTION NO. 12048-031919**

**BY: \_\_\_\_\_**

**RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH OAK CREEK RAWSON INDUSTRIAL, LLC, 100 S. WACKER DRIVE; SUITE 950, CHICAGO, IL 60606, FOR THEIR HSA 6<sup>TH</sup> AND RAWSON DEVELOPMENT LOCATED AT 610 W. RAWSON AVENUE**

**(TAX KEY NOS. 734-9001-002, 734-9019-001, 734-9990)**

**(1<sup>ST</sup> ALDERMANIC DISTRICT)**

WHEREAS, Oak Creek Rawson Industrial, LLC, 100 S. Wacker Drive; Suite 950, Chicago, IL 60606 (Owner), requires onsite storm water management practices for their proposed HSA 6<sup>th</sup> and Rawson Development located at 610 W. Rawson Avenue, 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 19<sup>th</sup> day of March, 2019.

Passed and adopted this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
President, Common Council

Approved this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: AYES \_\_\_\_\_ NOES \_\_\_\_\_

Document Number	HSA 6 <sup>th</sup> and Rawson Development Storm Water Management Practices Maintenance Agreement Document Title
-----------------	---

Recording Area

Michael C. Simmons  
Engineering Department  
8040 S. 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Name and Return Address

734-9001-002, 734-9019-001, 734-9990

Parcel Identification Number (PIN)

**STORM WATER MANAGEMENT PRACTICES  
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between Oak Creek Rawson Industrial, LLC, 100 S. Wacker Drive; Suite 950, Chicago, IL 60606, 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:

Part of Lot 1, Certified Survey Map 754, part of Parcel 4, Certified Survey Map No. 1332 and part of Outlot 1, Certified Survey Map 4216 lying in the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 5 North, Range 22 East and part of unplatted lands lying in the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 5 North, Range 22 East all in the City of Oak Creek, County of Milwaukee, State of Wisconsin bounded and described as follows:

Commencing at the Southeast corner of said Southwest 1/4 Section; thence North 88°44'35" West 594.30 feet to a point on the East line extended of the C.M.C. Real Estate Corporation Railroad; thence North 04°48'23" West along said extended line 155.38 feet to the point of beginning of lands hereinafter described; thence continuing North 04°48'23" West along said East line 514.27

feet to a point; thence South 88°44'35" East parallel with the South line of said Southwest 1/4 and along the South line of Lot 1, Certified Survey Map No. 8100 a distance of 654.03 feet to a point on the North-South 1/4 line of Section 5; thence South 82°04'19" East along said South line 159.45 feet to a point on the West line of South 6<sup>th</sup> Street and the point of curvature; thence Southeasterly 8.81 feet along said West line and the arc of a curve whose center lies to the Northeast, whose radius is 213.71 and whose chord bears South 65°58'47" East 8.81 feet to a point; thence South 67°09'38" East along said West line 30.80 feet to a point of curvature; thence Southeasterly 17.76 feet along said West line and the arc of a curve whose center lies to the Southwest, whose radius is 15.00 feet and whose chord bears South 33°14'52" East 16.74 feet to a point; thence South 00°39'54" West along said West line 538.41 feet to a point on the North line of West Rawson Avenue; thence North 86°45'51" West along said North line 200.74 feet to a point on the North-South 1/4 line of Section 5; thence North 00°18'37" East along said North-South line and the North line of West Rawson Avenue 17.62 feet to a point; thence North 88°44'35" West along said North line and parallel with the South line of said Southwest 1/4, a distance of 148.26 feet to a point; thence North 82°36'32" West 463.37 feet to the point of beginning.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as HSA 6<sup>th</sup> and Rawson Development located at 610 W. Rawson Avenue, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

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

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

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

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure 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.

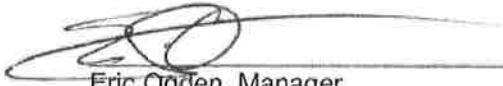
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and the Up-Flo Filter Operation and Maintenance Manual attached to this agreement as Exhibit C and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:
  - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Owner, its successors and assigns, including any homeowners association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Detention Basin Maintenance Standards (Exhibit B).
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the

like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

OAK CREEK RAWSON INDUSTRIAL, LLC

  
Eric Ogden, Manager

The foregoing Agreement was acknowledged before me this 5<sup>th</sup> day of March, 2019,  
by the above named ERIC OGDEN.

  
NOTARY PUBLIC

My Commission Expires: 8/29/19



CITY OF OAK CREEK, WISCONSIN

\_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

This document was prepared by Philip J. Beiemeister, P.E. of the City of Oak Creek Engineering Division.

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date





**EXHIBIT A**  
**OPERATION AND MAINTENANCE INSPECTION REPORT**  
**STORM WATER MANAGEMENT PONDS**

Inspector Name: \_\_\_\_\_

Tax Key No.: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Location: \_\_\_\_\_

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

Watershed \_\_\_\_\_

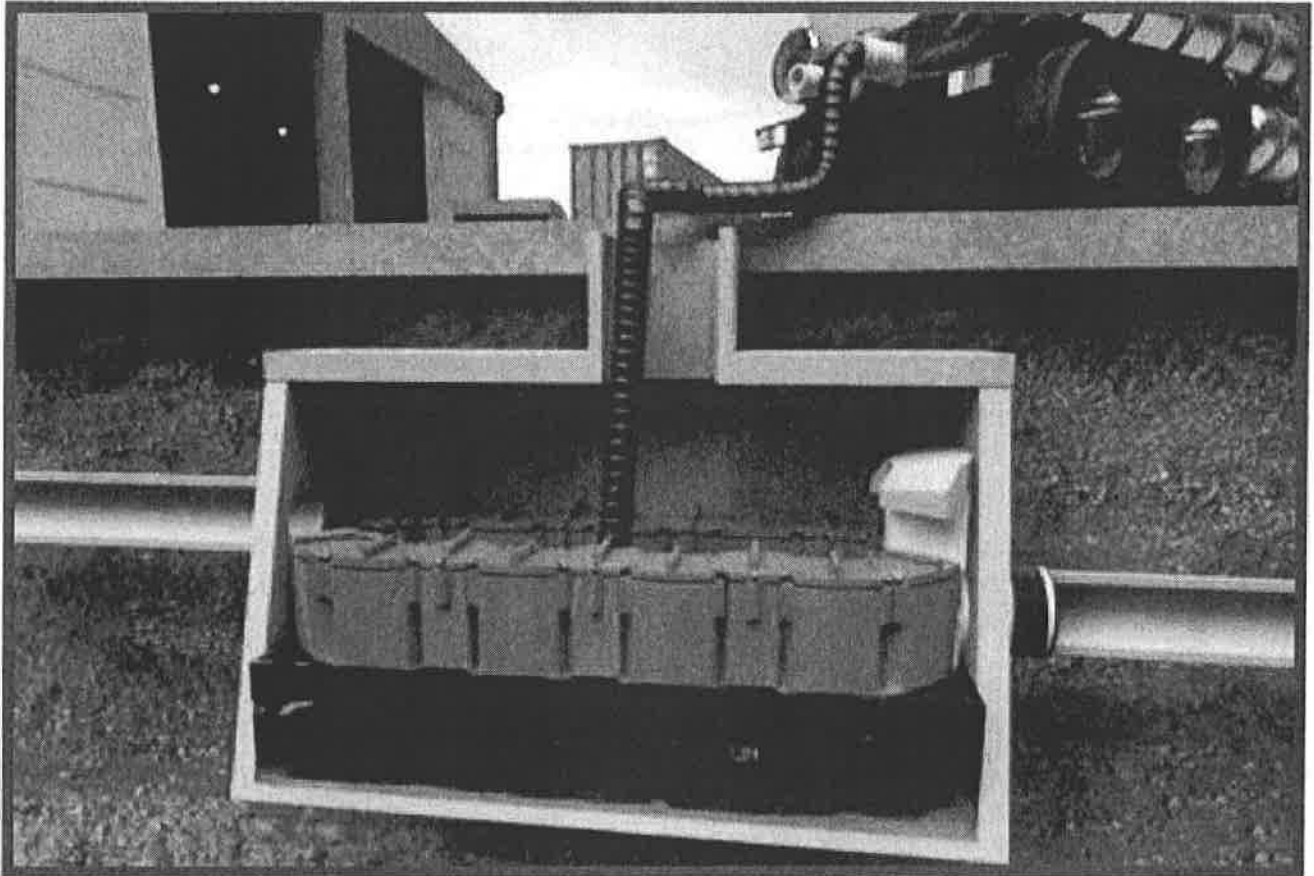
Items Inspected (Pond components)	Checked (Yes/ No/ NA)	Maintenance Needed (Yes/ No/ NA)	Remarks
<b>Embankment and Emergency spillway</b>			
1. Trash and debris			
2. Vegetation and ground cover adequate			
3. Embankment erosion			
4. Animal burrows			
5. Unauthorized plantings/tree growth			
6. Cracking, 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)			
<b>Inlet/Outlet Structures</b>			
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			
<b>Pond Bottom/Pool Area</b>			
1. Sediment accumulation (estimate depth)			
2. Water level at normal pool elevation			
3. Oil sheen on water			

**EXHIBIT B**  
**DRY DETENTION MAINTENANCE STANDARDS**

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Side Slopes, Embankments and surface overflow	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	If facility is located in a platted subdivision, multi-family apartment complex, planned development or a mobile home district, mowing the exterior perimeter of the garden and adjacent slopes is needed when vegetation exceeds 6 inches in height. In all other areas, mowing is needed when vegetation exceeds one foot in height.	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 maintenance activities or provide too much shade to the garden.
	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.
	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.
Pretreatment Area and Flow Entrance	Sediment accumulation in pretreatment areas	Sediment depth exceeds 2-inches.	
	Level/Flow Spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed through the entire width.	Level the spreader and clean so that flows are spread evenly over entire width.
Inlet/ Outlet Structure	Debris and Sediment	Inlet/outlet areas clogged with sediment and/or debris.	Remove material so that there is no clogging or blockage in the inlet and outlet area.
	Damaged	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 structure; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
Ponding Area (Basin floor)	Vegetation/Weeds	When grass becomes excessively tall; when nuisance weeds and other vegetation starts to take over.	Mow vegetation or remove nuisance vegetation so that flow is not impeded.
	Dead Plants (if rain garden planting were part of the design)	Annually each spring when new growth is 3"-5" tall.	Dead stalks and seed heads from previous seasons growth are cut and removed.
		Individual dead or diseased plants.	Remove and replace plants.
	Thinning Plants (if rain garden planting were part of the design)	Plants become crowded or begin to decline or die in the center of a clump.	Plant growth is improved by removing or dividing plants in spring before they are 4" tall.
	Sediment accumulation	Sediment depth exceeds 2-inches.	Remove sediment deposits and restore landscaping as necessary.
	Standing Water	When water stands between storms and does not drain freely.	Any of the following may apply: remove sediment or trash blockages, remove clogged check dams, define a small channel from basin inlet pipe to outlet pipe, add underdrain.
Leaves	Leaves collect in the bottom of the garden in excess of 4" deep.	Leaves are removed in fall or spring. A 2"-4" layer of shredded leaves is okay provided they do not clog or go down the outlet pipe.	

**EXHIBIT C**

Up-Flo® Filter Operation and Maintenance Manual



## Operation and Maintenance Manual

Up-Flo® Filter

Filtration System for Stormwater Treatment

### Stormwater Solutions

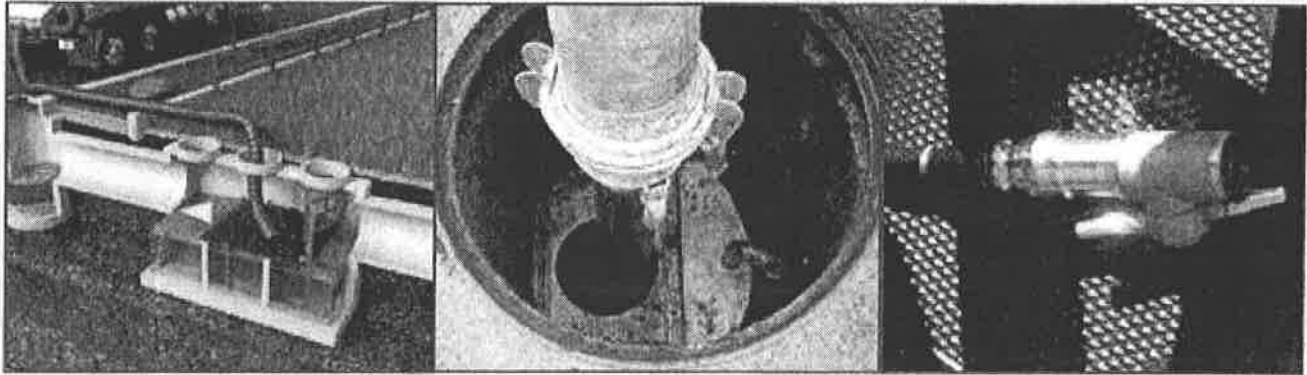
94 Hutchins Drive  
Portland, ME 04102

Tel: (207) 756-6200  
Fax: (207) 756-6212  
stormwaterinquiry@hydro-int.com

[www.hydro-int.com](http://www.hydro-int.com)

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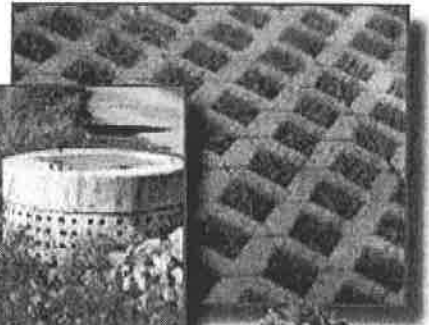


## SERVICE WARRANTY

Make sure you're not paying for service that is covered under your warranty plan. Only Hydro International's service teams can identify tune-ups that should be on us, not you.

## TREATMENT SYSTEMS SERVICED BY HYDRO:

- Stormwater filters
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## OPERATION

### INTRODUCTION

The Up-Flo® Filter operates on simple fluid hydraulics. It is self-activating, has no moving parts, no external power requirements and is fabricated with durable non-corrosive components. Personnel are not required to operate the unit and maintenance is limited to periodic inspections, sediment and floatables removal, Media Pack replacement and Drain Down Filter replacement.

### POLLUTANT CAPTURE

The Up-Flo® Filter is designed to operate as a "treatment train" by incorporating multiple treatment technologies into a single device. Trash and gross debris are removed by sedimentation and screening before they are introduced to the filtration media, preventing surface blinding of the filter media. The Up-Flo® Filter is a wet-sump device. Between storm events, oil and floatables are stored on the water surface separate from the sediment storage volume in the sump (see Fig.1). The high-capacity bypass siphon acts as a floatables baffle to prevent washout of captured floatable pollutants during high intensity events.

### REDUCED CLOGGING

The Up-Flo® Filter has been designed to minimize the occurrence of clogging and blinding and employs a unique Drain Down Filter that allows the water level in the chamber to drop below the filter media between events. The Drain Down Filter mechanism creates a reverse flow that flushes captured pollutants off the surface of the Media Bag, helping to prevent blinding. By allowing the water to drain out, the Drain Down Filter also reduces the weight of the Media Bags. This makes the bags easier and safer to remove during maintenance operations.

### OVERFLOW PROTECTION

The Angled Screens are designed to prevent ragging and blinding and are situated below the Filter Modules, sheltering them from the direct path of the influent. Coarse debris settles in the sump before the runoff flows up through the screens, protecting them from blinding. In the unlikely event of a blockage, the high capacity siphonic Bypass Hood is designed to convey high enough flow to minimize the risk of large storm creating upstream flooding.

### BEST PRACTICES

Good housekeeping upstream of the Up-Flo® Filter can significantly extend Media Bag life. For example, sweeping paved surfaces, collecting leaves and grass trimmings, and protecting bare ground from erosion will reduce loading to the system. Media Packs should not be installed in the Filter Modules until construction activities are complete and site stabilization is effective.

### DAMAGE DUE TO LACK OF MAINTENANCE

Delayed maintenance would result in clogged Media Bags and/or blinded Angled Screens. In that situation, the Up-Flo® Filter would go into bypass and there would be no treatment of the incoming stormwater. Because the Bypass Weir can easily convey all of the flow to the Outlet Module, there would be no lasting damage to the system. Replacement of the Media Bags and removal of sediment from the sump would restore the Up-Flo® Filter to its original treatment efficiency. Establishing and adhering to a regular maintenance schedule ensures optimal performance of the system.

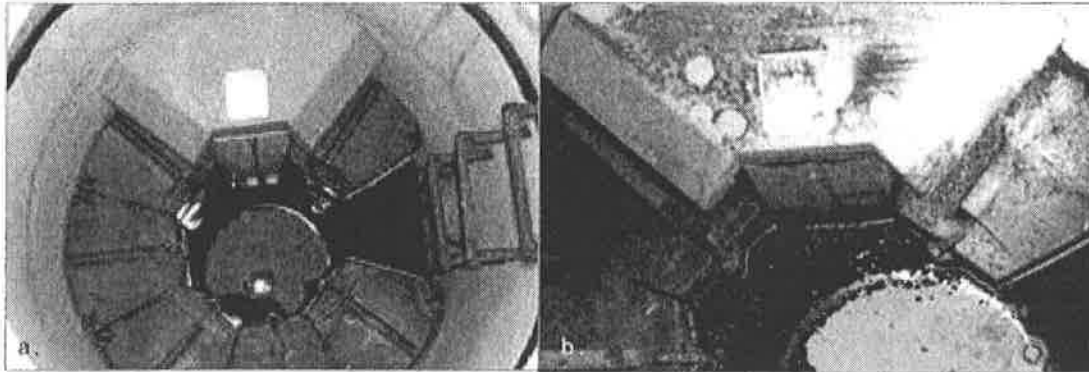


Fig.3 a) The water level in a properly functioning Up-Flo® Filter will drain down to the base of the Filter Modules. b) When the Drain Down Filter becomes clogged, the base of the Filter Modules will be submerged in standing water. Note, above right, that the Drain Down Filter is submerged in standing water.

## INSPECTION & MAINTENANCE

### OVERVIEW

The Up-Flo® Filter protects the environment by removing a wide range of pollutants from stormwater runoff. Periodic removal of these captured pollutants is essential to the proper functioning of the Up-Flo® Filter.

Maintenance activities can be categorized as those that may be performed from outside the Up-Flo® vessel and those that are performed inside the vessel. Maintenance performed from outside the modules includes removal of floatables and oils that have accumulated on the water surface and removal of sediment from the sump. Maintenance performed inside the vessel includes removal and replacement of Media Bags, Flow Distribution Media and the Drain Down Filter. A vector truck is required for removal of oils, water, sediment, and to completely pump out the vessel to allow for maintenance inside. If you are not using Hydro International or a trained service provider you must follow OSHA Confined Space Entry procedures when entering the Up-Flo® vessel.

The Up-Flo® Filter design has a wide central opening between the Filter Modules for easy access to all of the components (see Fig.3). In the case of inspection and floatables removal, a vector truck is not required. Otherwise, a vector truck is normally required for oil removal, removal of sediment from the sump, and replacement of the Media Packs and Drain Down Filter. In most cases, entry into the Up-Flo® Filter vessel is required for replacement of the Media Packs and Drain Down Filter.

The minimum required frequency for replacement of the Media Pack is annually, whereas the minimum required frequency for removal of accumulated sediment from the sump is dependent on the Up-Flo® Filter configuration. Configurations with a larger sediment storage volume per module will require less frequent removal of accumulated sediment. Regardless, whenever sediment depth in the sump is found to be greater than 16 inches, sediment removal is required.

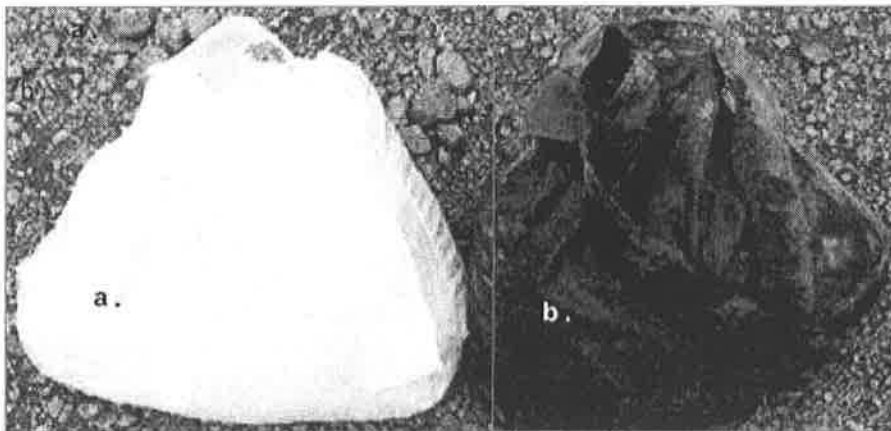


Fig.4 a) A new Media Bag of Hydro Filter Sand. b) A spent media bag of Hydro Filter Sand.

**AT A MINIMUM, MEDIA BAGS MUST BE REPLACED AT LEAST ONCE A YEAR.**

## MAKE SURE YOUR SYSTEM WAS INSTALLED CORRECTLY

### First Year Inspection and Maintenance

The frequency of inspection and maintenance can be determined in the field after installation. The frequency of ongoing maintenance needs is based on site characteristics such as contributing area, types of surfaces (e.g., paved and/or landscaped), site activities (e.g., short-term or long-term parking), and other site maintenance (e.g., sanding and sweeping). At a minimum, inspection and maintenance should be conducted at intervals of no more than six months during the first year of operation. Maintenance personnel should observe and record pollutant accumulations during the first year of service in order to benchmark the maintenance intervals that will later be established for the site. Pollutant accumulations should be measured or monitored using the following procedures:

- **Measurement of sediment depth in the sump:** A minimum of 8 inches (20 cm) should separate the Drain Down Filter inlet from stored sediment in the sump in order to minimize sediment migration into the Drain Down Filter. A simple probe, such as the Sludge-Judge®, can be used to determine the depth of the solids in the sump. In a typical 4-ft (1.2m) diameter manhole installation, the sediment depth should be no more than 16 inches (41 cm).
- **Maintenance personnel should then enter the structure, remove the Media Pack from one of the Filter Modules, and weigh the Media Bags.** Media Bags with a wet weight of approximately 40 lbs (18 kg) or more are an indication that the filter media has become full and that the Media Packs in all of the Filter Modules will require replacement (Fig.4). Minimum filtration rate is generally reached when the Media Bags have accumulated approximately 20 lbs (9 kg) of sediment. Determining the amount of accumulated sediment will be accomplished by removing both of the Media Bags from one of the Media Packs and weighing the bags separately. Since a new Media Bag weighs approximately 30 lbs (14 kg) wet, the difference in weight will approximately equal the weight of solids that have accumulated in the bag. A spent Media Bag weighs approximately 50 lbs (23 kg) wet.
- **Measurement of oil layer on water surface:** Since water in the Up-Flo® vessel drains down to an elevation below the bottom of the Filter Modules when the system is idle, the amount of accumulated oil must be minimized so that oil is not entrained in the Media Pack when stormwater begins to fill the vessel at the start of a storm event. Oil accumulation should be limited to 1.5 inches (4 cm) or less. Probes can be used to measure oil thickness.
- **Monitoring for Drain Down Filter clogging:** The water level in the Up-Flo® Filter should be monitored to ensure that the Drain Down Filter is operating properly. The Drain Down Filter is designed to lower the water level in the Up-Flo® vessel to an elevation below the bottom of the Filter Modules between storm events. Periodically conduct an inspection one to two days after a storm event during the first year of operation. Approximately 36 hours after a 1-in (2.5-cm) rainfall, the water level inside the vessel should have dropped to a point where it is equal with the base of the Filter Modules. If the water level has not reached that point, then the Drain Down Filter has either become clogged or blinded by trash or debris (Fig.5 a and b). If there is no evidence of trash or debris around the Drain Down Filter inlet, then it has likely become clogged with particles.
- **Monitoring for slime and debris covering the Flow Distribution Media or Angled Screens:** After removal of the Media Bags, the bottom Flow Distribution Media should be removed and inspected to determine if it is coated with slime or debris. Similarly, the Angled Screen should be inspected for blockages and ragging.

## FIND OUT HOW FREQUENTLY YOUR SYSTEM NEEDS MAINTENANCE



## Up-Flo® Filter Operation and Maintenance Manual

**Monitoring for floatables on the water surface:** Similar to oil, the amount of accumulated floatables must be minimized to prevent trash and loose debris from becoming trapped on the Angled Screens when stormwater begins to fill the Up-Flo® vessel at the start of a storm event. Visual inspection is adequate to determine the amount of floatables. Floatables should be removed before they form a mat on the surface of the water.

The solids loading rate in the sump will be calculated by measuring the sediment depth in the sump and dividing the depth by the correlating interval of time since the sump was last cleaned. Similarly, starting with fresh Media Bags, the solids loading rate in the Media Packs will be calculated by weighing the Media Bags and dividing the weights by the correlating interval of time since they were installed. The wet weight of the heaviest bag will be used to determine the loading rate. As previously mentioned, a spent Media Bag weighs approximately 50 lbs (23 kg) wet. The spent Media Bag weight estimate was based on calculations of sediment loading in an Up-Flo® Filter that was run to exhaustion during laboratory testing.

The rate of oil accumulation will be calculated by measuring the thickness of the oil layer and dividing the thickness by the correlating interval of time since the sump was last cleaned. Ordinarily, oil thickness will not be measurable unless a spill has occurred. Consequently, any oil will typically be removed along with water when cleaning the sump.

Monitoring the Drain Down Filter for clogging, monitoring the Flow Distribution Media and Angled Screens for slime and debris, and monitoring the accumulation of floatables will provide an estimate of how long the Up-Flo® Filter can operate before its performance can become impaired by one of these factors.

### Routine Inspection and Maintenance

After completion of the first year of operation, determining and then following the established inspection and maintenance intervals will keep pollutant loadings within their respective limits. Removal of oils and floatables, replacement of the Drain Down Filter, replacement of Flow Distribution Media (see Fig.9, pg 11), and cleaning of Angled Screens will occur at the same frequency as cleaning of the sump and replacement of Media Bags unless the first year of operation indicates otherwise. Keeping to the established maintenance intervals will keep treatment flow rates at, or above, the design flow rate. Typically, annual maintenance is adequate.

In addition to scheduled maintenance, occasional checks for Up-Flo® Filter clogging can be performed by removing the manhole cover during a storm, monitoring the water level in the manhole or vault, and determining whether the filter is in bypass. A properly-sized filter (on-line or off-line) that is in bypass during a storm that is producing runoff at, or below, the filter's design filtration rate needs maintenance.

**DON'T WANT TO GO IT ALONE? CALL HYDRO AND WE'LL TAKE CARE OF INSPECTION, REPLACEMENT MEDIA AND CLEANOUT.**

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## INSPECTION & MAINTENANCE

### ROUTINE INSPECTION

Inspection is a simple process that requires monitoring pollutant accumulations. Maintenance crews should be familiar with the Up-Flo® Filter and its components prior to inspection.

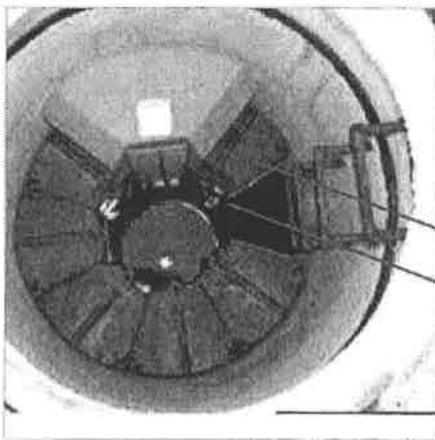
**THE FOLLOWING INSTRUCTIONS ARE INTENDED FOR NON-HYDRO MAINTENANCE SERVICE PROVIDERS AND/OR THOSE INTENDING TO MAINTAIN THEIR OWN UP-FLO® FILTER:**

#### SCHEDULING

- Inspection may be conducted during any season of the year but should occur shortly after a predicted rainfall to ensure components are operating properly.

#### NECESSARY EQUIPMENT

- Safety Equipment and Personal Protective Equipment (traffic cones, work gloves, etc.)
- Scale to measure the weight of the Media Bags
- Crow bar to remove grate or lid
- Pole with skimmer or net
- Sediment probe (such as a Sludge-Judge®)
- Hydro International Up-Flo® Filter Maintenance Log
- Trash bags for removed floatables



Bypass siphon sits evenly on Outlet Module.

Standing water level is no higher than the base of the Filter Module. The Drain Down Filter will be visible if the water level is correct.

Filter Module Lids are closed.

### ROUTINE INSPECTION PROCEDURES

1. Set up any necessary safety equipment (such as traffic cones) to provide access to the Up-Flo® Filter. Safety equipment should notify passing pedestrian and road traffic that work is being done.
2. Remove the grate or lid to the manhole or vault.
3. Without entering the vessel, look down into the chamber to inspect the inside and to determine whether the high-water level indicator has been activated. Make note of any irregularities. See Fig.6 for a typical Inspection View.
4. Without entering the vessel, use the pole with the skimmer net to remove floatables and loose debris from the chamber.
5. Using a sediment probe such as a Sludge-Judge®, measure the depth of sediment that has collected in the sump of the vessel. Maximum sediment depth is 16 inches (41 cm).
6. If the high-water level indicator has been activated after two consecutive storms, remove the Filter Module lid by turning the cam latch and remove the Filter Media Pack (refer to page 11 Replacement Procedures). Weigh the Media Bags from one or two modules. Media Bags should be replaced if the wet weight exceeds 40 lbs (18 kg).
7. On the Maintenance Log provided by Hydro International, record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components or a high standing water level (see Fig.6 for the standard standing water level).
8. Securely replace the grate or lid.
9. Remove safety equipment.
10. Contact Hydro International at (800) 848-2706 to discuss any irregularities noted during inspection.

Fig.6 Inspection view of the Up-Flo® Filter.

## ROUTINE MAINTENANCE

Maintenance activities are grouped into two categories:

- **Activities Not Requiring Man Entry Into the Up-Flo® Filter**  
These activities include floatables removal, oil removal and removal of sediment from the sump.
- **Activities Requiring Man Entry Into the Up-Flo® Filter**  
Media Pack replacement and Drain Down Filter replacement.

Maintenance Intervals are determined from monitoring the Up-Flo® Filter during its first year of operation. Depending on the site, some maintenance activities may have to be performed on a more frequent basis than others. In the case of floatables removal, a vactor truck is not required. Floatables and loose debris can be netted with a skimmer and pole.

A vactor truck is normally required for oil removal, removal of sediment from the sump, and to dewater the vessel for replacement of the Media Packs and Drain Down Filter (Fig.7). All inspection and maintenance activities would be recorded in an Inspection and Maintenance Log.

Completion of all the maintenance activities for a typical 4-ft (1.2m) diameter manhole installation takes less than one hour. Approximately 360 gallons of water and up to 0.6 yd<sup>3</sup> (0.5 m<sup>3</sup>) of sediment may be removed in the process. In an installation equipped with six Filter Modules, 12 Media Bags (2 bags per module) would be removed and replaced. Assuming a spent Media Bag weight of 50 lbs (23 kg), up to 600 lbs (272 kg) of spent Media Bags would be removed. All consumables, including Media Bags, Flow Distribution Media, and replacement Drain Down Filters are supplied by Hydro International.

The access port located at the top of the manhole provides unobstructed access for a vactor hose and/or skimmer pole to be lowered to the base of the sump.

## MAINTENANCE ACTIVITIES NOT REQUIRING MAN ENTRY

These activities include floatables removal, oil removal and removal of sediment from the sump.

### SCHEDULING

- Floatables and sump cleanout may typically be done during any season of the year - before and after rainy season
- Floatables and sump cleanout should occur as soon as possible following a contaminated spill in the contributing drainage area

### RECOMMENDED EQUIPMENT

- Safety Equipment (traffic cones, etc)
- Crow bar to remove grate or lid
- Pole with skimmer or net (if only floatables are being removed)
- Sediment probe (such as a Sludge-Judge®)
- Vactor truck (flexible hose preferred)
- Pressure nozzle attachment or other screen-cleaning device

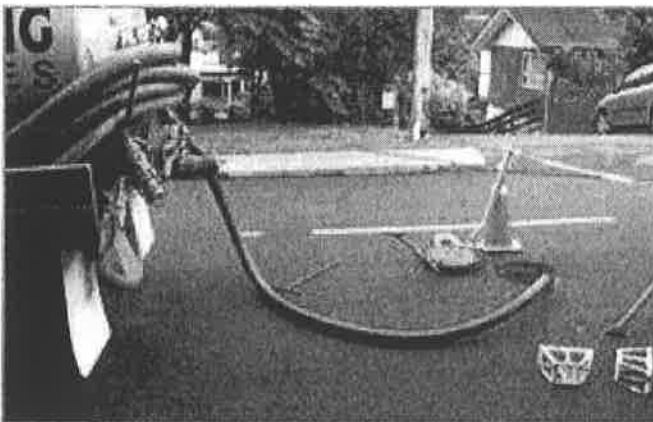


Fig.7 Sediment is removed from the sump with a vactor hose. Man entry is not required for this step.

**NO MAN ENTRY REQUIRED: FLOATABLES, OIL AND SEDIMENT:**

1. Set up any necessary safety equipment (such as traffic cones) around the access of the Up-Flo® Filter. Safety equipment should notify passing pedestrian and road traffic that work is being done.
2. Remove the grate or lid to the manhole or vault.
3. Without entering the vessel, look down into the chamber to inspect the Inside. Make note of any irregularities.
4. If the standing water level in the sump is above the base of the Filter Modules (see Fig.8), tug the Pull Chain(s) to release the Drain Down Filter plug(s). Allow the excess water to drain out of the chamber.
5. Use the skimmer pole to fit the Drain Down Filter plug back into the open port.
6. Once all floatables and oil have been removed, drop the vactor hose to the base of the sump. Vactor out the sediment and gross debris from the sump floor. Up to 0.3 yd<sup>3</sup> (0.2 m<sup>3</sup>) of sediment and 360 gallons (1,363 L) of water will be removed from a typical manhole Up-Flo® Filter during this process.
7. Retract the vactor hose from the vessel.
8. Inspect the Angled Screens for blockages and ragging. If present, remove the obstruction or ragging materials from the surface using a hose or other screen-cleaning device.
9. On the Maintenance Log provided by Hydro International, record the date, unit location, estimated volume of floatables, oils, and gross debris removed, and the depth of sediment measured. Note any apparent irregularities such as damaged components or blockages.
10. Securely replace the grate or lid. Remove safety equipment.
11. Dispose of sediment and gross debris following local regulations.
12. Dispose of oil and sump water at a licensed water treatment facility or following local regulations.
13. Contact Hydro International at (800) 848-2706 to discuss any irregularities noted during cleanout.

**MAINTENANCE ACTIVITIES REQUIRING MAN ENTRY**

**Hydro International** (Stormwater), 94 Hutchins Drive, Portland ME 04102  
Tel: (207) 756-6200 Fax: (207) 756-6212 Web: [www.hydro-int.com](http://www.hydro-int.com)

These activities include replacement of the Media Packs and Drain Down Filter.

Unless the Up-Flo® Filter has been installed as a very shallow unit, it is necessary to have an OSHA-confined space entry trained person enter the vessel to replace Media Packs.

The access port located at the top of the manhole or vault provides access to the Up-Flo® vessel for maintenance personnel to enter the vessel and remove and replace Media Packs. The same access would be used for maintenance personnel working from the surface to net or skim debris and floatables or to vactor out sediment, oil, and water. Unless the Up-Flo® Filter has been installed in a very shallow configuration, it is necessary to have personnel with OSHA Confined Space Entry training performing the maintenance that occurs inside the vessel.

**SCHEDULING**

- Call Hydro International to order replacement Media Packs and Drain Down Filter prior to scheduling maintenance.
- Because Media Pack replacement requires entry into the Up-Flo® chamber, maintenance events should be scheduled during dry weather.
- Media Pack replacement should occur immediately after a contaminated spill in the contributing drainage area.

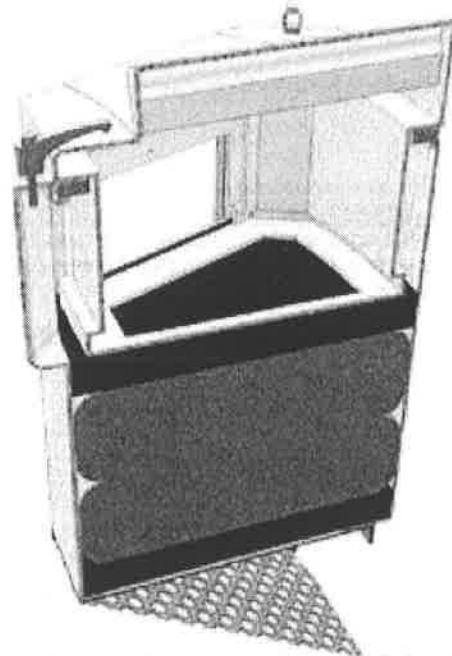


Fig.8 Cutaway view of the Filter Module

*Recommended Equipment*

- Safety Equipment (traffic cones, etc.)
- Crow bar to remove grate or lid
- Pole with skimmer or net (if floatables removal is not to be done with vacator hose)
- Sediment probe (such as a Sludge-Judge®)
- Vacator truck (flexible hose preferred)
- OSHA Confined Space Entry Equipment
- Up-Flo® Filter Replacement Media Packs (available from Hydro International)
- Hydro International Up-Flo® Filter Maintenance Log
- Screwdriver (flat head)
- Replacement Drain Down Filter components supplied by Hydro International

*Man Entry Required: Media Pack and Drain Down Filter*

1. Follow Floatables and Sump Cleanout Procedures, 1 – 13.
2. Following OSHA Confined Space Entry procedures, enter the

Up-Flo® Filter Chamber.

3. Open the Filter Module by turning the three cam latches on the front and sides of the module. Remove the lid ① to gain access to the Media Pack (Fig.9).
4. Remove and discard the spent Media Pack. The Media Pack contents include:
  - A top layer of ① Flow Distributing Sheets
  - Two (2) Media Bags ② equipped with nylon handles.
  - A bottom layer of ① Flow Distributing Media.
5. Insert a new Media Pack, supplied by Hydro International.
  - First, insert a bottom layer of green Flow Distributing Media. Be sure that the media sits snugly and level at the bottom of the Filter Module.
  - Next, insert the first of two (2) replacement Media Bags. Smooth the bag out with your hands to make sure that the bag extends snugly to the walls and corners of the Filter Module.
  - Insert the second Media Bag, following the same procedure.
  - Insert the top layer of green Flow Distributing Media.

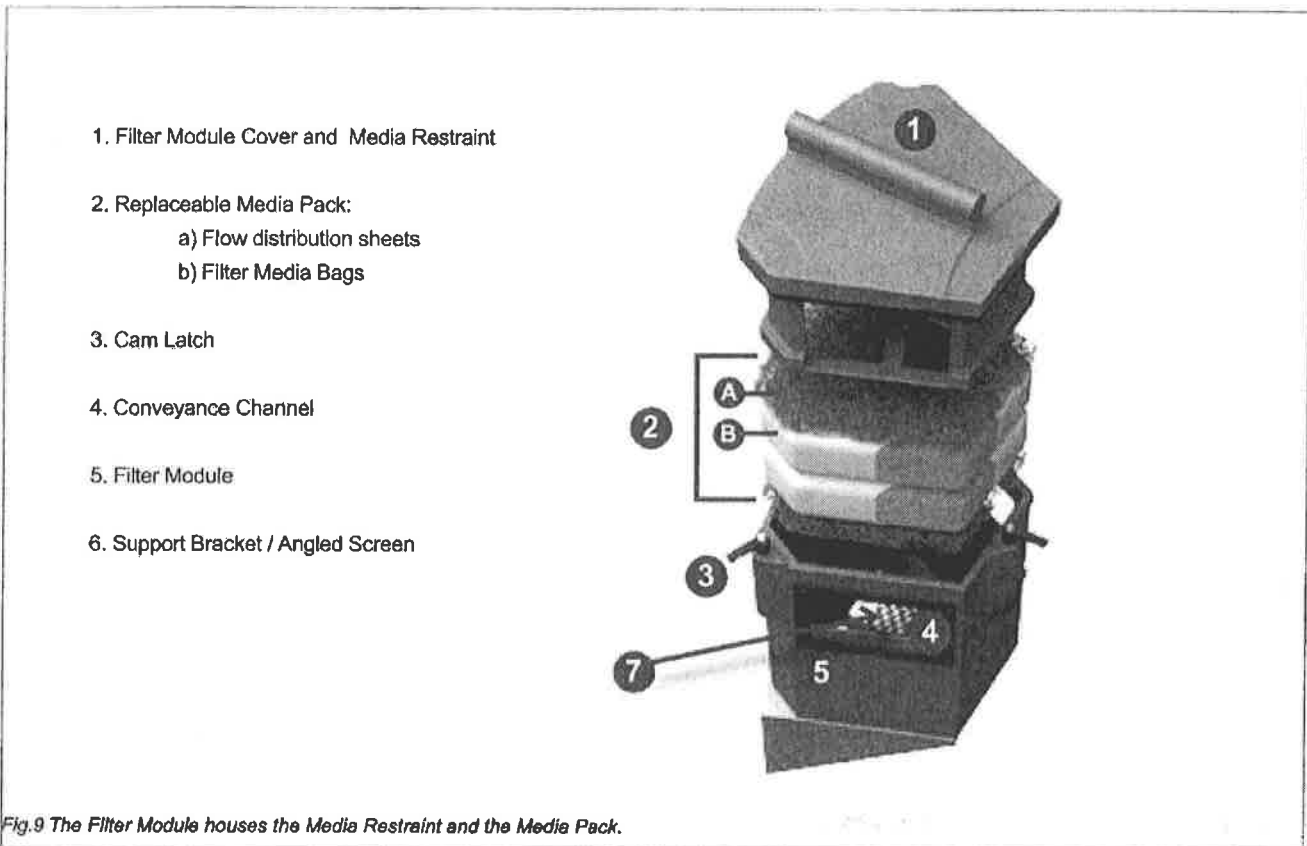


Fig.9 The Filter Module houses the Media Restraint and the Media Pack.

Be sure that the piece fits snugly against the walls and corners of the Filter Module.

- Put the lid on and secure the three latches. Check to make sure that the latches are closed properly.

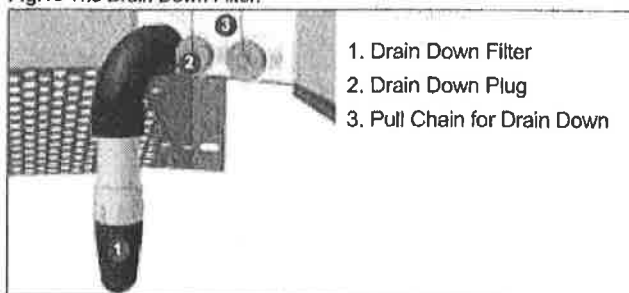
6. Use a screwdriver to unscrew the Drain Down Filter from the face of the Outlet Module (see Fig.10). DO NOT DISCARD THIS PIECE.

7. Install new Drain Down Filter supplied by Hydro International.

8. Exit the Up-Flo® Filter chamber and securely replace the grate or lid.

9. On the Maintenance Log provided by Hydro International, record the date, unit location, estimated volume of floatables, oil and gross debris removed, and the depth of sediment measured. Note the number of Media Packs replaced. Note any irregularities such as damaged components or blockages.

Fig.10 The Drain Down Filter.



10. Remove safety equipment.

11. Dispose of spent media packs at your local landfill, following local regulations.

12. Return the spent Drain Down Filter to Hydro International.

13. Contact Hydro International to discuss any irregularities noted during annual maintenance.

### Solids Disposal

Sediment, floatables, gross debris, and spent Media Bags can generally be disposed of at the local landfill in accordance with local regulations. The toxicity of the residues captured will depend on the activities in the contributing drainage area, and testing of the residues may be required if they are considered potentially hazardous.

Sump water can generally be disposed of at a licensed water treatment facility but the local sewer authority should be contacted for permission prior to discharging the liquid. Significant accumulations of oil removed separately from sump water should be transported to a licensed hazardous waste treatment facility for treatment or disposal. **In all cases, local regulators should be contacted about disposal requirements.**

## MAINTENANCE AT A GLANCE

Activity	Frequency
Inspection	- Regularly during first year of installation - Every 6 months after the first year of installation
Floatables/Oils Removal	- Twice per year or as needed - Following a contaminated spill in the drainage area
Sediment Removal	- Every six to 12 months, depending on the Up-Flo® Filter Configuration - The maximum allowable sediment depth in any Up-Flo Filter configuration is 16 inches (41 cm) - Following a contaminated spill in the drainage area
Media Pack Replacement	- Once per year - Replacement is required anytime inspection reveals that the high-water level indicator has been activated after two consecutive storms and the subsequent weighing of the Media Bags shows a wet weight greater than 40 lbs - Following a contaminated spill in the drainage area
Drain Down Filter Replacement	- Once per year with Media Pack replacement - Replacement is required anytime inspection reveals that the water level inside the vessel has not reached a level equal with the base of the Filter Modules approximately 36 hours after a 1-inch (2.5 cm) rainfall - As needed, in the event of continuous base flow conditions

UP-FLO® FILTER INSTALLATION LOG



<b>SITE REFERENCE NAME OR NUMBER FOR THIS UP-FLO® FILTER LOCATION:</b>	
<b>SITE NAME:</b>	
<b>SITE LOCATION:</b>	
<b>OWNER:</b>	<b>SITE CONTRACTOR:</b>
<b>CONTACT NAME:</b>	<b>CONTACT NAME:</b>
<b>COMPANY NAME:</b>	<b>COMPANY NAME:</b>
<b>ADDRESS:</b>	<b>ADDRESS:</b>
<b>TELEPHONE:</b>	<b>TELEPHONE:</b>
<b>FAX:</b>	<b>FAX:</b>

INSTALLATION DATE:    /    /

CONFIGURATION (CIRCLE ONE):      MANHOLE      VAULT SYSTEM

TOTAL NUMBER OF UP-FLO® FILTER MODULES: \_\_\_\_\_





# UP-FLO® FILTER INSPECTION LOG

Site Name: \_\_\_\_\_ Owner Change since last inspection? Y N

Location: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Site Status: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Site conditions\*: \_\_\_\_\_  
 \*(Stable, Under Construction, Needing Maintenance, etc.)

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
<b>Debris Removal</b>				
Adjacent area free of debris?	M			
Inlets and Outlets free of debris?	M			
Facility (internally) free of debris?	M			
<b>Vegetation</b>				
Surrounding area fully stabilized? (no evidence of eroding material into Up-Flo® Filter)	A			
Grass mowed?	M			
<b>Water retention where required</b>				
Water holding chamber(s) at normal pool?	A			
Evidence of erosion?	A			
<b>Sediment Deposition</b>				
Filtration Chamber free of sediments?	A			
Sedimentation sump not more than 50% full?	A			
<b>Structural Components</b>				
Any evidence of structural deterioration?	A			
Grates in good condition?	A			
Spalling or cracking of structural parts?	A			
Outlet/Overflow Spillway	A			
<b>Other</b>				
Noticeable odors?	A			
Any evidence of filter(s) clogging?	M			
Evidence of flow bypassing facility?	A			



Inspector Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Overall Condition of Up-Flo® Filter\*\*:  
 Acceptable  Unacceptable  
*\*\*"Acceptable" would mean properly functioning; "unacceptable" would mean damaged or required further maintenance.*

If any of the above Inspection Items are checked "Yes" for "Maintenance Needed", list Maintenance actions and their completion dates below or on the Maintenance Log provided on page 15 of the Up-Flo® Filter Operation & Maintenance Manual:

Maintenance Action Needed	Due Date

The next routine inspection is schedule for approximately: (date) \_\_\_\_\_

Inspected by: (signature) \_\_\_\_\_

Inspected by: (printed) \_\_\_\_\_



# UP-FLO® FILTER MAINTENANCE LOG

Site Name: \_\_\_\_\_ Owner Change since last inspection? Y N

Location: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Site Status: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Site conditions: \_\_\_\_\_  
*\*(Stable, Under Construction, Needing Maintenance, etc.)*

Estimated volume of oil/floatable trash removed: \_\_\_\_\_

Sediment depth measured in sump prior to removal: \_\_\_\_\_

Number of Filter Modules fitted with new media packs: \_\_\_\_\_

Inspector Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

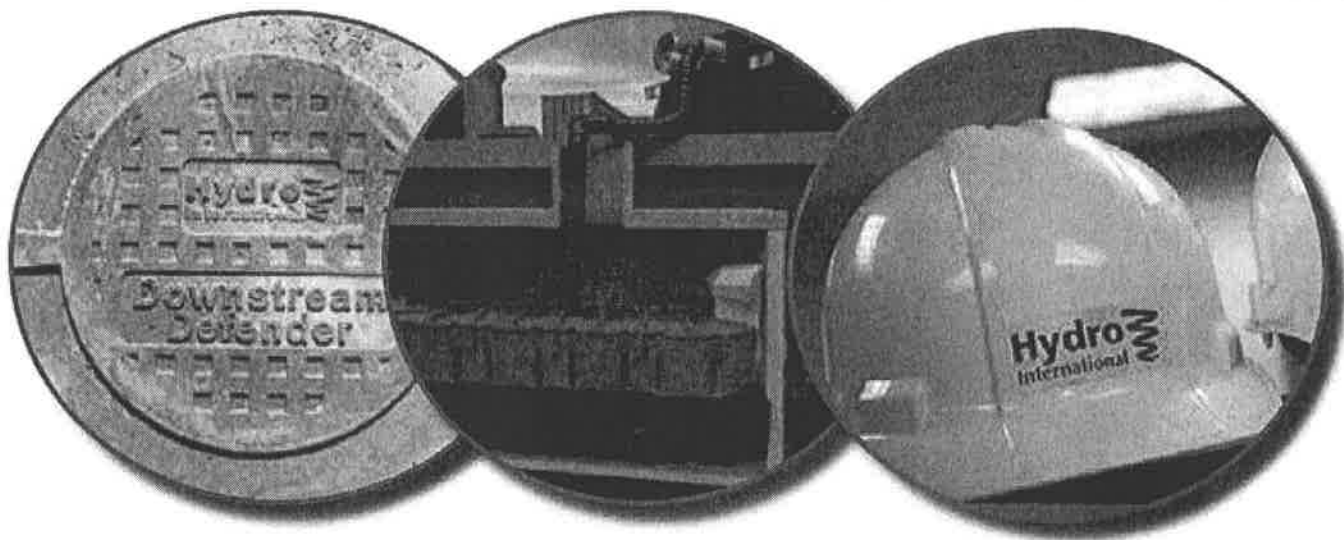
Overall Condition of Up-Flo® Filter:  Acceptable  Unacceptable  
*\*\*\*"Acceptable" would mean properly functioning; "unacceptable" would mean damaged or required further maintenance.*

Maintained by: (signature) \_\_\_\_\_

Maintained by: (printed) \_\_\_\_\_

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CALL 1 (888) 382-7808 TO SCHEDULE AN INSPECTION

## Stormwater Solutions

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Portland, ME 04102

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Fax: (207) 756-6212

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## COMMON COUNCIL REPORT

- Item:** Environmental Profession Services Agreement for Lake Vista North
- Recommendation:** That the Common Council considers a motion to enter into an environmental professional services agreement with Stantec for the Lake Vista North site (8730, 8850, 8940 and 9010 S. 5<sup>th</sup> Avenue) for an estimated contract total of \$52,500. (4<sup>th</sup> Aldermanic District)
- Fiscal Impact:** Payment for this project would come from funds available under the lakefront redevelopment plan, Project No. 14035 (Lake Vista North). The City will be reimbursed by WisPark for one-half of the costs.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
  - Thoughtful Development and Prosperous Economy
  - Safe, Welcoming, and Engaged Community
  - Inspired, Aligned, and Proactive City Leadership
  - Financial Stability
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

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**Background:** The Lake Vista North site, sometimes informally referred to as the Peter Cooper property due to its most well-known former use, is comprised of four properties that collectively make up 78.44 acres; three City-owned parcels with a sum total of 31.69 acres, and one 46.75 acre parcel that is owned by WisPark.

It has long been the plan that these former industrial use properties would be remediated of their compromised environmental conditions and then redeveloped into productive re-use. The eastern portion of the site contains the City-owned parcels and most of this is slated for a ribbon park for public open space and a bluff-top multiuse pathway. It is also understood that the bluff itself will require a stabilization project, but that is not part of this effort.

WisPark razed the main former Peter Cooper plant several years ago. Since that time, the site has been utilized as a fill site accepting excavation spoils from various other developing sites in the City. The site has known low-level contamination from its long history of former industrial uses, some remaining structures and pavements, and has many areas of low quality wetlands resultant from former settling ponds and poor grading and drainage.

With the lakefront development marketing effort looking to gain momentum, staff has reached out to environmental firms to develop the Remedial Action Plan (RAP) and gain regulatory permit approvals that will be necessary to prepare the site for redevelopment. Staff reviewed proposals from Ramboll and from Stantec. The two partners in this, the City and Wispark, have experience working with both of these environmental consultants. Upon review of the proposals, the City and WisPark agreed that Stantec is the preferred consultant for this project. The Stantec proposal (\$52,500) provided a good understanding of the site conditions, prior investigative work and construction on the site, the tasks ahead, and a timeline for

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completing these tasks. The Ramboll proposal had a cost range from \$50,000 - \$60,000 and did not include costs for two of the largest tasks that were included in the Stantec proposal.

WisPark will be invoiced for one-half of the costs as reimbursement to the City for this work.

**Options/Alternatives:** Should the Council decide to not proceed with this effort at this time the site would remain unattractive to redevelopment due to its open environmental issues and unfinished state, and DNR would find this inconsistent with previously stated City intentions.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Michael C. Simmons, PE  
City Engineer

Fiscal Review:



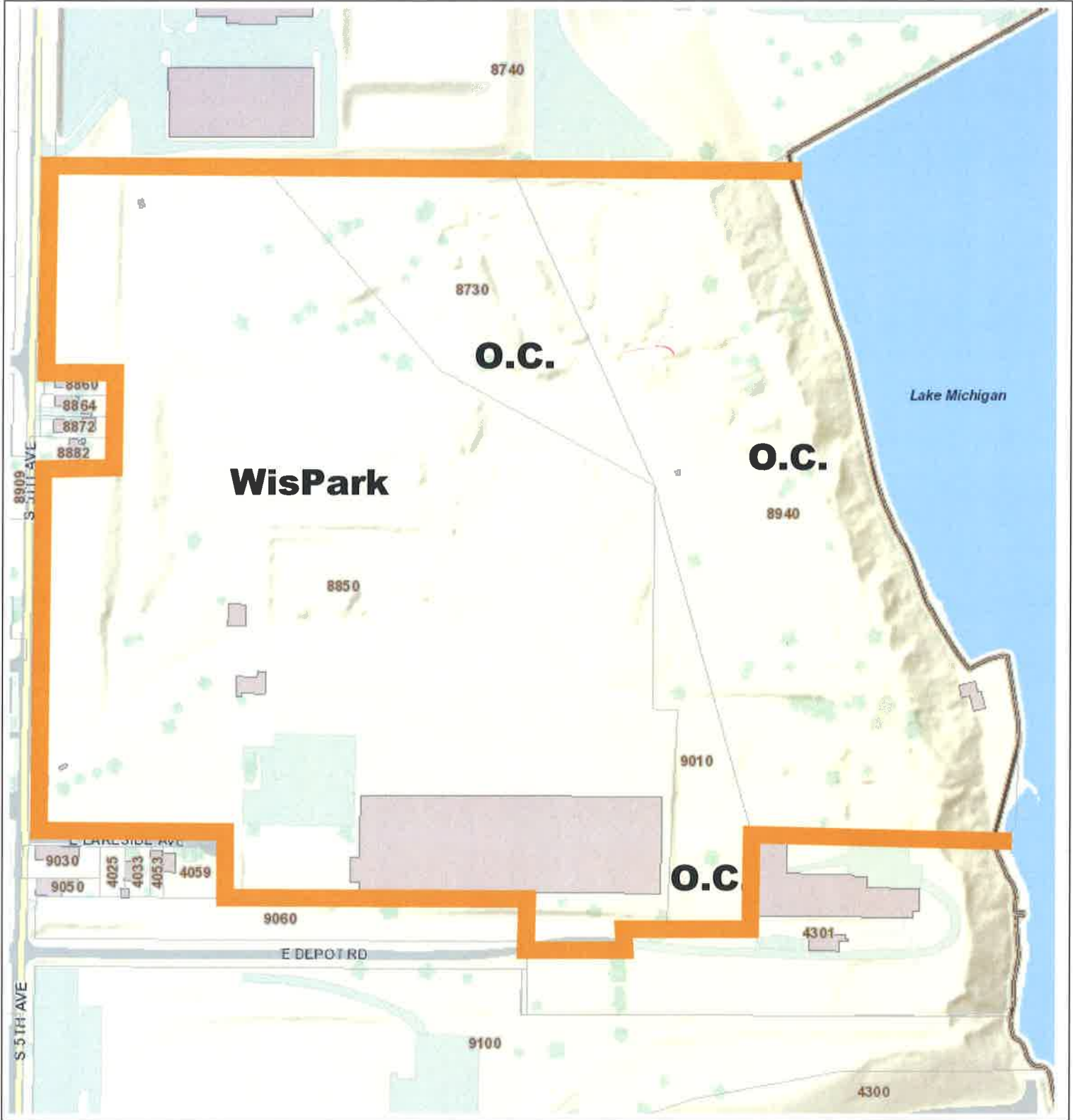
Bridget M. Souffrant  
Finance Director/Comptroller

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Attachments: Workplan and Professional Services Agreement by Stantec (Dec. 20, 2018)



# MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



Projection  
 NAD\_1983\_2011\_StatePlane\_Wisconsin\_South  
 \_FIPS\_4803\_Ft\_US

Notes

**DISCLAIMER:** This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.



1:3,600



THIS MAP IS NOT TO BE USED FOR NAVIGATION © MCAMLIS



December 20, 2018

Ms. Susan Winnen  
Environmental Engineer  
City of Oak Creek  
8040 South 6<sup>th</sup> Street  
Oak Creek, Wisconsin 53154

**Reference: Proposed Workplan and Anticipated Costs for Ongoing Environmental Activities,  
Former Oak Creek Storage and Handling Facility, 9006 South 5<sup>th</sup> Avenue,  
Oak Creek, Wisconsin  
WDNR BRRTS #: 02-41-548577 and 02-41-562430**

Dear Ms. Winnen:

Stantec Consulting Services Inc. (Stantec) prepared this proposed workplan and range of costs to assist the City of Oak Creek (the City) and Wispark, LLC with anticipated remedial action activities associated with the former Oak Creek Storage and Handling facility located at 9006 South 5<sup>th</sup> Avenue, Oak Creek Wisconsin (the Property). It is our understanding that the City and Wispark, LLC are working jointly to prepare the Property for redevelopment and ultimately close the associated Wisconsin Department of Natural Resources (WDNR) Bureau of Remediation and Redevelopment Tracking System (BRRTS) cases associated with the Property. Our understanding of the project along with background information is provided below.

#### **BACKGROUND INFORMATION**

On November 7, 2018, Stu Gross of Stantec met with Susan Winnen, the City's Environmental Engineer, to discuss the Property history, previous environmental activities, and desired redevelopment outcomes. Following the meeting, a visit to the Property was completed. From this meeting, it is our understanding that extensive investigation activities have been completed at the Property by others as part of the WDNR's Voluntary Party Liability Exemption program and that the WDNR has, in letter correspondence, stated the site investigation is considered complete. Since that time, interim remedial, grading, and capping activities have occurred on portions of the Property and more than 67,000 cubic yards of soil (as of April 2018) containing low-level polynuclear aromatic hydrocarbons (PAHs) was transported to the Property from the Drexel Town Square (DTS) development and stockpiled for future use on-site.

We understand that the City and Wispark, LLC are interested in using the stockpiled soil to grade the Property and would like to evaluate the possibility of filling identified wetlands on the Property to make it ready for future development. The City may have the ability to obtain "clean" clay soil from a nearby road project that would be used as clean soil to "cap" existing contamination on the Property. At this time, there is only a conceptual plan to grade and cap the Property for future development.

As a follow-up to the meeting, Stantec was asked to provide a workplan to comply with ongoing WDNR requirements, assess and incorporate existing stockpiled soils, and determine potential remedial action plan activities to achieve closure from the WDNR. As part of this effort, Stantec reviewed information associated with the Property available on the WDNR's online BRRTS database and various historic documents provided by Ms. Susan Winnen. Stantec did not review the entire WDNR case files as part of this effort and makes no representation that we have reviewed all records associated with the Property's lengthy environmental history.



**Reference: Proposed Workplan and Anticipated Costs for Ongoing Environmental Activities, Former Oak Creek Storage and Handling Facility**

## **SIGNIFICANT ASSUMPTIONS AND OTHER CONSIDERATIONS**

Significant assumptions used in the preparation of this workplan includes:

- Since the WDNR has stated that the site investigation is considered complete, no additional soil, groundwater, or vapor investigation activities are anticipated or proposed. In the WDNR's 2011 Conceptual RAP Approval letter, future groundwater monitoring activities are outlined as part of a conceptual RAP. However, information available from previous site investigation activities states that PAH, lead, and arsenic impacts present in soil do not appear to have significantly affected groundwater quality at the Property. Further, no VOCs or PAHs were present at concentrations above laboratory detection limits in groundwater. Stantec's strategy would be to present a case in the RAP that further groundwater monitoring activities are not needed prior to or following capping activities. If the WDNR disagrees with this approach, groundwater monitoring would be needed.
- The wetlands are contaminated and the WDNR will allow existing wetlands to be filled as part of future remedial action/redevelopment activities. If additional testing in the wetlands is required to prove the level of contamination, this is not included. Stantec understands the process for obtaining permission to fill wetlands on contaminated properties (outlined below) and has successfully completed this for similar brownfield projects in southeast Wisconsin.
- Though not specifically requested at this time, it may be prudent to demolish the existing structures on the Property prior to site grading and capping activities. Stantec has experience with building assessment activities (asbestos, lead based paint, hazardous materials inventories, etc.) and has assisted other municipalities in competitively bidding abatement and demolition activities. We can assist with in whatever capacity is desired. *Based on our experience with similar properties, building demolition pricing would likely range from \$3 to \$8 per square foot of building size.* Based on our understanding of the structures present at the Property, demolition costs are likely to fall within the lower to mid-portion of this range.
- Additional fees for wetland mitigation will likely be required (at a minimum compensation ratio of 1.25:1 and at a cost of approximately \$70,000 per mitigation credit) which is not included in the proposed task fees.
- Post redevelopment stormwater quality management planning may be required as a part of the WAC NR 216 Notice of Intent permitting for any impervious areas, this is not included in any proposed task.
- The WDNR's 2011 Conceptual RAP Approval letter also suggested an evaluation of "hot spot removal" as part of a final RAP. A review of historic site-specific information and analytical data will be completed as part of the RAOR/RAP that includes evaluation of possible "hot spots" that may be beneficial for removal prior to capping. If identified, these areas will be discussed with the City and a plan to address them will be included in the RAP. Potential fees associated with hot spot removal is not included in the anticipated costs presented above.
- WDNR review fees are assumed to be paid directly by the City. The WDNR will charge a review fee for the RAOR/RAP (likely fee of \$1,050), materials management plan (likely fee of \$1,050), case closure paperwork review (likely fee of \$1,700), wetland fill permit review (likely to be \$800), and NOI permit application (varies by project size).
- Costs for additional meetings with the WDNR, City staff, Planning Commission or Council meeting beyond what is outlined in the below tasks, are not included in these costs. Stantec is willing to attend such meetings but may request an increase to the project budget.
- Based on a review of analytical data associated with soil transported to the Property from the DTS site, the soil cannot be considered "clean" fill. Though concentrations are low, several compounds

**Reference: Proposed Workplan and Anticipated Costs for Ongoing Environmental Activities, Former Oak Creek Storage and Handling Facility**

exceed WDNR residual contaminant levels for soil. This soil would be used for grading purposes on the Property but cannot be used as part of the “cap”.

In addition, other information that should be considered as part of future Property development include:

- It is our understanding that the City is seeking opportunities to obtain clean, low cost soils for use as capping material on the Property. As these opportunities are identified, Stantec can assist the City in evaluating the need for analytical testing, potential permitting, and/or obtaining WDNR approval to import and manage these soils on the Property. In these instances, though the soil may be considered to be free of contamination, the City and Wispark, LLC may want to consider the completion of a Phase I environmental site assessment to understand and affirm the property history and/or collection of soil samples from planned excavation areas to confirm soil quality prior to transport to the Property. Since this soil would be intended for use as clean capping material, it is likely the WDNR will want some assurance that these soils are contaminant free.
- Future roadways, utilities, stormwater structures, or other surface/underground appurtenances that may be associated with future residential or manufacturing development should be preemptively considered during the RAP and MMP process to minimize future disturbances to the cap. Any disturbances to the cap would be managed through a post closure modification with the WDNR.
- Regulatory standards associated with PAHs have changed since site investigation activities were completed in 2010. In general, the regulatory standards for PAHs have increased by roughly an order of magnitude. Previous tables prepared by others intended to compare analytical results to PAH regulatory standards are not current. Based on a review of existing soil and groundwater analytical information made available as part of this remedial planning effort, PAHs are present above industrial direct contact standards in isolated areas of the Property. However, given the proposed plan to cap the entire property with clean clay soils, this should not affect future development with either a residential or manufacturing end use.
- Stantec’s Midwest brownfield team has assisted public and private clients to obtain over \$30 million in State of Wisconsin and Federal brownfield grants for redevelopment projects over the past 10 years. Depending on your needs, schedule, property ownership, and future property use, we would be happy to discuss funding opportunities that may be appropriate to this project. Potential funding may include WDNR Ready for Reuse cleanup funding, United States Environmental Protection Agency Brownfields Cleanup Grants, and Wisconsin Economic Development Corporation grant funding. Descriptions of several successful brownfield redevelopment projects completed by Stantec in Wisconsin and nationally can be provided.

**WORKPLAN**

Anticipated “next steps” are outlined below and assumes that all wetlands on the Property are contaminated and would be filled, the Property graded, then capped with clean soil. Anticipated costs with assumptions are also provided below and a conceptual schedule of project milestones is included in Attachment A. The steps outlined below are not necessarily in chronological order of occurrence. Instead, it is likely that some would be completed concurrently. Stantec’s standard rate sheet is also included in Attachment B.

**Construction Costs Estimate**

An initial step in overall project planning is the calculation of a construction estimate which takes into account currently available and needed soil volumes, earthwork, and professional services to cap the property. This estimate will be used to guide wetland fill permitting and can be used as a general “rule of thumb” for cost sharing between Wispark, LLC and the City.

Anticipated Cost                      \$4,000

**Reference: Proposed Workplan and Anticipated Costs for Ongoing Environmental Activities, Former Oak Creek Storage and Handling Facility**

### **Wetland Fill Permitting**

Stantec will complete a WDNR/U.S. Army Corps of Engineers (ACOE) wetland fill permit application submittal. This task includes a pre-application meeting for the work associated with the current remediation action plan provided by the City. At the pre-application meeting with the WDNR/ACOE we will discuss the permitting approach and mitigation requirements and options. Following the positive outcome of the pre-application meeting the individual permit application for wetland fill will be submitted to the WDNR/ACOE with supporting documents, including an alternatives analysis. This application does not include an environmental assessment, wetland functional assessment, cultural or endangered resources reviews, stormwater analysis, or additional request for information from the regulators; some or all of which may be requested before providing a decision. Permit application fees are not included in this task.

Anticipated Cost \$7,500

### **NR 216 Notice of Intent Permitting**

Stantec will complete a WDNR NR216 Notice of Intent (NOI) permit application for the work associated with the proposed Remedial Action Plan (RAP) outlined in the below task. This includes the compilation and submittal of the application and accompanying exhibits, including the newly required, Universal Soil Loss Equation (USLE) modeling. One set of revisions to the NOI request associated with WDNR staff review is included. If design, construction schedule, or conditions change and revisions to the USLE model are required, this will be considered additional services. Permit application fees are not included in this task.

Anticipated Cost \$6,000

### **Remedial Action Options Report/Remedial Action Plan and Materials Management Plan Preparation**

A final Remedial Action Options Report (RAOR)/RAP would be prepared and submitted to the WDNR. The plan will detail proposed site activities to grade the Property, fill wetlands, and ultimately “cap” the Property for future redevelopment. In addition, a review of historic site-specific information and analytical data will be completed as part of the RAOR/RAP and the existing data tables (from previous site investigation activities) will be updated to current regulatory standards. Existing stockpiled soil will be incorporated into the RAP. Since historic filling activities have occurred on the Property, it is likely that a Development at Historic Fill Site or Licensed Landfill Exemption Application (Form 4400-226) will also be needed. This form would be completed and submitted in conjunction with the RAOR/RAP.

Concurrent with the RAOR/RAP, a Materials Management Plan (MMP) and a Wisconsin Administrative Code (WAC) NR718 Exemption Request to relocate and manage all soils on-site would be prepared. The Exemption Request would be similar in scope and nature to those previously submitted and approved by WDNR to manage soils transported to the Property from the DTS site.

RAOR/RAP Anticipated Cost	\$12,000
Exemption Application Anticipated Cost	\$2,500
MMP Anticipated Cost	\$6,500

### **Case Closure**

Once soil site grading and capping activities are complete, a request for case closure could be submitted to the WDNR. The appropriate case closure forms (Form 4400-202 Case Closure) would be prepared. Typically, WDNR will not close out a case until the final remedy is constructed and all “caps” are installed. In this situation, construction would be complete once a clean soil “cap” is in-place and vegetated. Assuming the WDNR provides case closure, any future redevelopment (e.g. construction of a residential or manufacturing development) would be handled through the post closure modification process.

Anticipated Cost	\$14,000
<b>TOTAL ANTICIPATED COST</b>	<b>\$52,500</b>



December 20, 2018  
Page 5 of 5

**Reference:** Proposed Workplan and Anticipated Costs for Ongoing Environmental Activities, Former Oak Creek Storage and Handling Facility

## CLOSING

Stantec will perform the proposed steps outlined above for a total anticipated cost of \$52,500. The work would be performed on a time-and-materials basis. Stantec will not exceed the authorized amount specified for each task without prior written approval. Additionally, budgets are estimates and we reserve the right to reallocate budget between the services listed for actual work performed but will not exceed the total contract without written approval.

The terms and conditions of the work proposed by Stantec will be governed by the attached Professional Services Agreement (PSA). If you find our proposal acceptable, please sign and return the attached PSA. A signed copy of the PSA must be returned to Stantec before initiation of project work. Any additional work will be handled as an amendment to the PSA.

If you have any questions, or require any additional information, please call me at 262-643-9159. We look forward to working with you on this project.

Respectfully,

## STANTEC CONSULTING SERVICES INC.

Stuart J. Gross, PG  
Associate  
Tel: 262-643-9159  
Fax: 262-241-4901  
Email: [stu.gross@stantec.com](mailto:stu.gross@stantec.com)

Brian Lennie  
Associate/Senior Scientist  
Tel: 262-643-9061  
Fax: 262-241-4901  
Email: [brian.lennie@stantec.com](mailto:brian.lennie@stantec.com)

- Attachment A: Project Milestones
- Attachment B: Stantec Standard Fee Schedule
- Attachment C: Professional Service Agreement



**ATTACHMENT A**  
**CONCEPTUAL**  
**PROJECT SCHEDULE**

# Conceptual Project Schedule

PROJECT PHASE	2019												2020												
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Project Initiation		■																							
Pre-Application Wetland Fill Permit			■	■																					
Submit Wetland Fill Permit				■	■																				
Public Notice						■																			
Permits Issued							■	■																	
Remedial Action Plan/MMP							■	■	■	■	■	■	■	■											
Construction															▲	■	■	■	■	■	■	▲	▲	▲	

- ▲ Start Construction
- ▲ Completion of Fill/Cap
- ▲ Closure

**Note:**

- This conceptual schedule is based on our understanding of desired construction timeframes. The schedule could be expedited or delayed based on a number of factors.
- Assumptions of regulatory review timeframes were made based on experience. The need for meetings or multiple WDNR reviews may delay the project schedule.
- Case closure would be requested following construction completion. Based on the provided schedule, actual closure may extend into early 2021.
- The construction schedule assumes all fill needed to complete construction activities is available prior to, or during, the construction timeframe. Delays obtaining fill may delay the construction schedule.



**ATTACHMENT B**  
**STANTEC STANDARD FEE SCHEDULE**



## ATTACHMENT – STANDARD RATE TABLE

BC1937\_2019-1

### HOURLY RATES

Stantec Billing Level	2019 Hourly Rate*
3	\$87
4	\$97
5	\$105
6	\$110
7	\$116
8	\$121
9	\$131
10	\$137
11	\$147
12	\$151
13	\$160
14	\$166
15	\$184
16	\$211
17	\$221
18	\$227
19	\$235
20	\$245
21	\$255

\*Rates subject to annual increase.

### OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**  
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**  
May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**  
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**  
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule\* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.





**ATTACHMENT C**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into effective December 20, 2018 (the "Agreement Date") by and between:

**"CLIENT"**

Name: CITY OF OAK CREEK  
Address: 8040 South 6<sup>th</sup> Street Oak Creek, Wisconsin 53154  
Phone: Fax:  
Representative: Ms. Susan Winnen, Environmental Engineer

**"STANTEC"**

Name: STANTEC CONSULTING SERVICES INC.  
Address: 12075 Corporate Parkway, Suite 200 Mequon, Wisconsin 53092  
Phone: 262-241-4466 Fax: 262-241-4901  
Representative: Stuart Gross, Associate

## PROJECT NAME (the "PROJECT"):

Former Oak Creek Storage and Handling Facility,  
9006 South 5th Avenue, Oak Creek, Wisconsin

**DESCRIPTION OF WORK:** STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

**DESCRIPTION OF CLIENT:** The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

**COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

**STANTEC's RESPONSIBILITIES:** STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product or the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

**TERMINATION:** Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, STANTEC may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**INDEMNITY:** The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

**LIMITATION OF LIABILITY:** It is agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC for the SERVICES or \$100,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include STANTEC in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the CLIENT of its obligation to pay STANTEC for services rendered.

**GOVERNING LAW:** This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

**ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

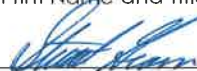
**SEVERABILITY:** If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

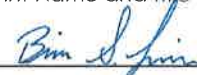
**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

**CITY OF OAK CREEK****STANTEC CONSULTING SERVICES INC.**

\_\_\_\_\_  
Print Name and Title  
  
Signature \_\_\_\_\_

Stuart Goss, Associate r  
\_\_\_\_\_  
Print Name and Title  
  
Signature  \_\_\_\_\_

Brian Lennie, Associate/Senior Scientist  
\_\_\_\_\_  
Print Name and Title  
  
Signature  \_\_\_\_\_

Attached to and forming part of the AGREEMENT BETWEEN:

CITY OF OAK CREEK  
(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.  
(hereinafter called "STANTEC")

EFFECTIVE: December 20, 2018

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTEC shall perform the following SERVICES:  
See attached proposal entitled *Oak Creek Storage and Handling Facility*  
(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: January 15, 2019  
Estimated Completion Date: December 31, 2020]

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Rate Table"). The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, STANTEC's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

**PROFESSIONAL SERVICES**

The data presented by STANTEC represent conditions only at the specified locations and at the time designated. CLIENT acknowledges that these data may not represent conditions at other locations and times. STANTEC shall not be responsible for the interpretation given by others to STANTEC's data, interpretations and recommendations.

CLIENT acknowledges that STANTEC will provide a professional opinion relative to the presence

of disposed hazardous substances, but STANTEC will not write a certification, statement, or guarantee.

CLIENT agrees to provisions of the AGREEMENT related to hazardous substances and accepts professional services deemed necessary by STANTEC to comply with legal regulatory and health and safety standards which govern work with hazardous substances.

**HAZARDOUS SUBSTANCES**

**Hazardous Substances Defined:** Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered to be subject to any federal, state or provincial law regulating such substances or wastes as hazardous.

**Special Nature of Work - CLIENT Understanding:** SERVICES provided by STANTEC will be based on information furnished by CLIENT and/or data ordinarily collected in the performance of such work by CLIENT. STANTEC shall exercise professional judgment and shall perform SERVICES using that degree of care and skill ordinarily exercised under similar circumstances by environmental consultants practicing on similar projects, in a similar time frame, and in this or similar localities. CLIENT understands that environmental services involving hazardous substances and hazardous wastes present hazards and liability risks to CLIENT and STANTEC if not conducted in compliance with applicable laws and regulations and with full disclosure of the presence of hazardous substances by CLIENT. CLIENT understands and agrees to the terms of this contract which authorize STANTEC to act on CLIENT's behalf and be compensated at STANTEC's usual rates for such SERVICES.

**Information:** CLIENT will disclose to STANTEC all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. CLIENT will specifically identify and describe to STANTEC all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the SERVICES to be performed by STANTEC. CLIENT will furnish any additional information requested by STANTEC including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. CLIENT authorizes STANTEC to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by STANTEC.

**Representative:** CLIENT agrees to provide a representative at the job site to supervise and coordinate the job when requested by STANTEC and upon 24 hours notice.

**Responsibility for Safety and Health:** STANTEC will not create conditions which are hazardous to CLIENT or other parties. STANTEC agrees to comply with the site safety and health plan (as defined by federal law) and other additional safety requirements specified by CLIENT or CLIENT's agent. CLIENT shall provide such information to STANTEC as soon after execution of this AGREEMENT as practical and in no case less than five working days prior to commencement of work. STANTEC shall not be liable for injuries or economic loss associated with project safety except where such injuries or economic loss is caused by the sole negligence of STANTEC; and STANTEC reserves the right to stop work if an unsafe condition is observed.

In the event STANTEC is retained in a capacity in which it is responsible for preparation of a site safety and health plan by operation of law, regulation, or being placed in a supervisory or coordination role with respect to other parties at the site, it shall be authorized by CLIENT to assure to STANTEC's satisfaction that all requirements of such plan are complied with by CLIENT, CLIENT's employees and agents, and other parties. CLIENT agrees to provide information requested by STANTEC and to cooperate with the preparation and implementation of STANTEC's safety and health plan. STANTEC shall not be liable for personal injuries or property damages unless said personal injuries or property damages are found to be caused by STANTEC's sole negligence in either its preparation of a site safety and health plan or its exercise of its responsibilities thereunder.

**Notification to Government Agencies:** CLIENT hereby agrees to comply with all requirements of federal, state, provincial, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by STANTEC that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that CLIENT or CLIENT's agent is unavailable to make such required report or otherwise fails to do so, CLIENT hereby authorizes STANTEC to make reports on its behalf.

**Hazardous Waste and Hazardous Substance Transportation and Disposal:** Hazardous wastes and hazardous substances, as defined by federal, state and provincial law, encountered by



STANTEC, shall be deemed to have been generated by and the property of CLIENT. STANTEC's discovery, excavation, handling, packaging, and storing of such wastes shall be as CLIENT's agent and STANTEC shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. CLIENT shall be solely responsible for selection of transporters and disposal or treatment sites. CLIENT shall provide documentation and/or identification required by law, if any, to accompany all shipments of hazardous wastes and CLIENT shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event CLIENT is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, STANTEC is hereby authorized to act as CLIENT's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for CLIENT in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to CLIENT on a time and expense basis.

ADDITIONAL  
ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

None

INSURANCE  
REQUIREMENTS:

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

## COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 3/19/19 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$800.00 were collected.

**Critical Success Factor(s):**

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

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**Background:**

The License Committee did not meet prior to the 3/19/19 council meeting. Tentative recommendations are as follows:

1. Grant an Operator's license to:
  - \* Nathan J. Budzinski, 323 W. Bolivar Ave., Milwaukee (Classic Lanes)
  - \* Mercedes M. Garcia, 1706 Howe St., Racine (OC Mobil)
  - \* Amanda N. Potos, 901 W. Creekway Ct., Oak Creek (Kwik Trip)
  - \* Penny A. Stout, 1217 E. Fitzsimmons Rd., Oak Creek (Erv's Mug)
  - \* Irednay M. Rolon-Gonzalez, 1107 W. Wright St., Milwaukee (Ryan Road Mobil)
  - \* Crystal A. Richardson, 512 Southtowne Dr., South Milwaukee (Walgreens)
  - \* David R. Myslinski, 10818 Washington Ave., Mt. Pleasant (Water Street Brewery)
  
2. Grant a Temporary Class B Beer license to Kristin Kowaleski, Agent, Oak Creek Tourism Commission, for the MilwaukeeFood.com Food Truck Tours, scheduled for May 22, June 26, July 17, August 28, and September 25.
  
3. Grant a Temporary Class B Beer / Class C Wine License to Kristin Kowaleski, Agent, Oak Creek Tourism Commission, for the Oak Creek Beer Garden to be held at Abendshein Park, 1321 E. Drexel Ave., June 6 - June 9, 2019.
  
4. Grant a Temporary Class B Beer / Class C Wine license to Kristin Kowaleski, Agent, Oak Creek Tourism Commission, for the Oak Creek Beer Garden to be held at Lake Vista Park, 4001 E. Lake Vista Way, August 8 - August 11, 2019.

**Options/Alternatives:** None

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Respectfully submitted:



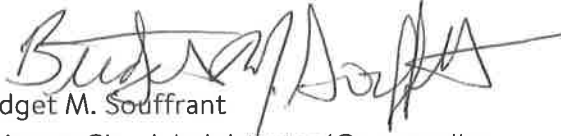
Andrew J. Vickers, MPA  
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC  
Deputy City Clerk

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

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Attachments: None



## COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the March 13, 2019 Vendor Summary Report in the total of \$430,640.15.

Fiscal Impact: Total claims paid of \$430,640.15. Of this grand total paid, \$8,745.00 will impact the 2018 fiscal year. The remaining amount, \$421,895.15, will impact the 2019 fiscal year.

Critical Success Factor(s):

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

Background: Of note are the following payments:

1. \$97,949.92 to Advanced Disposal (pg #1) for February recycling and trash pickup.
2. \$11,789.00 to Buelow Vetter (pg #3) for legal services.
3. \$67,262.42 to Compass Mineral Company (pg #4) for salt inventory.
4. \$5,880.00 to Conway Shields (pgs #4-5) for Firefighter boots.
5. \$12,344.38 to Kansas City Life Insurance Co (pgs #10-11) for April disability insurance.
6. \$15,854.14 to Houseal Lavigne Associates (pg #9) for Project #17001, zoning code update, professional consulting services.
6. \$7,000.00 to Metropolitan Milwaukee Assoc. of Commerce (pg #12) for commerce advertising.
7. \$8,632.40 to Savage Solutions, LLC (pgs #15-16) for Tourism marketing consulting services and billboard advertising.
8. \$7,255.29 to Securian Financial Group, Inc. (pgs #16-17) for April employee life insurance.
9. \$42,484.37 to US Bank (pgs #21-31) 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.
10. \$43,374.65 to WE Energies (pg #20) for street lighting, electricity & natural gas.
11. \$19,133.43 to World Fuel (pg #21) for fuel inventory.


Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

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Attachments: 3/13/19 Invoice GL Distribution Report