



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

## COMMON COUNCIL MEETING AGENDA

**APRIL 21, 2020**  
**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.*

### IMPORTANT NOTICE

This meeting will be held by video conference. Persons wishing to participate in scheduled public hearings need to register via <http://ocwi.org/register> prior to the start of the meeting. The webinar will start at 6:50 p.m. so those that registered may log in.

The meeting will also be live streamed on the City of Oak Creek YouTube Page via <http://ocwi.org/livestream> for those that wish to view the meeting.

Persons requiring other reasonable accommodations may contact the City at 414-766-7000. Requests should be made as far in advance as possible.

### Swearing-In Ceremony

City Clerk Catherine Roeske will swear in 2<sup>nd</sup> District Alderperson Greg Loreck, 4<sup>th</sup> District Alderperson Michael Toman, and 6<sup>th</sup> District Alderperson Chris Guzikowski.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 3/30/20
4. Election of Common Council President.

### Recognition

5. **Mayoral Proclamation:** Congratulations to Donald Bockmann on his 100<sup>th</sup> birthday.
6. **Council Proclamation:** Council Proclamation No. 20-03 to Dennis Laskaskie for dedicated service to the City of Oak Creek as a member of the Police & Fire Commission (by Committee of the Whole).

Visit our website at [www.oakcreekwi.org](http://www.oakcreekwi.org) for the agenda and accompanying common council reports.

**Informational**

7. **Informational:** COVID-19 Update.
8. **Discussion:** Oak Creek Recycling Yard.

**New Business**

**MAYOR & COMMON COUNCIL**

9. **Resolution:** Consider Resolution No. 12155-042120, approving the Intergovernmental Cooperation Agreement for Procuring Personal Protection Equipment and other Necessary Sanitation and Medical Supplies in Response to the COVID-19 Public Health Emergency (by Committee of the Whole).

**\*\*NOTE:** It is anticipated that the Mayor and Common Council President's Aldermanic appointments to various boards and commissions will be on the 5/5/20 Council agenda.

10. Mayor's Aldermanic Appointments
  - a. Small Claims Committee – 1
  - b. Library Board – 1
11. **Motion:** Consider a motion to concur with the following Mayoral Aldermanic appointments:
  - a. Water & Sewer Utility Commission – 1
  - b. Landscape and Beautification Committee – 1
  - c. Tourism Commission - 1
  - d. Community Development Authority (CDA) -2
12. Common Council President Aldermanic Appointments:
  - a. Personnel Committee (minimum of 2) – 3
  - b. Capital Improvements Committee – 3
  - c. License Committee – 3
  - d. Plan Commission Representatives – 2
  - e. Board of Health Representative – 1
  - f. Emergency Government Committee Representative – 1
  - g. Parks, Recreation and Forestry Commission – 1
  - h. Traffic and Safety Commission – 1
  - i. Finance Committee – 3
13. **Motion:** Consider a motion to concur with the Mayor's (re) appointments as follows (new appointments are noted):
  - a. Celebrations Commission – 3 year term to expire 4/2023
    - Wendy Gassenhuber
    - Patti Hansen
    - Courtney Kolhouse
    - Kyle Kolhouse

- b. Tourism Commission – 1 year term to expire 4/2021
  - Clint Wills
  - Kristie Busch
  - Kim Jankowski
  - Jim Ruetz
  
- c. Traffic & Safety Commission – 3 year term to expire 4/2023
  - Kevin Rokenbrodt
  
- d. Landscape & Beautification Commission – 2 year term to expire 4/2022
  - Steve Bautch
  - Deb Chvilicek
  - Dave Chvilicek
  - Glen Kulas
  - Tim Tehan
  - Sharon Tehan
  
- e. Library Board – 3 year term to expire 6/2023
  - Karen Umbs
  
- f. Board of Zoning Appeals / Housing Appeals – 3 year term to expire 4/2023
  - Lawrence Bodette
  - Randy Gregorek
  
- g. Weed Commissioner – 1 year term to expire 4/2021
  - Department of Public Works Director

### **COMMUNITY DEVELOPMENT**

- 14. **Resolution:** Consider *Resolution* No. 12154-042120, approving a Certified Survey Map submitted by John Schleuter, Frontline Commercial Real Estate, for the property at 9315 S. 13<sup>th</sup> St. (6<sup>th</sup> District).

### **ENGINEERING**

- 15. **Resolution:** Consider *Resolution* No. 12152-042120, approving a storm water management practices maintenance agreement with ModHomes, LLC, for their Residences at Oak View Condominium project located at 10730 S. Howell Ave. (Tax Key No. 973-9997) (5<sup>th</sup> District).
- 16. **Resolution:** Consider *Resolution* No. 12153-042120, approving a storm water management practices maintenance agreement with HUB13, LLC, for their HUB13 apartment project located at 7581 S. 13<sup>th</sup> St. (Tax Key No. 784-9998-001) (1<sup>st</sup> District).

### **LICENSE COMMITTEE**

- 17. **Motion:** Consider a *motion* to grant the various license requests as listed on the 4/21/20 License Committee Report (by Committee of the Whole).

### **VENDOR SUMMARY**

- 18. **Motion:** Consider a *motion* to approve the April 15, 2020 Vendor Summary Report in the total amount of \$336,379.58 (by Committee of the Whole).

**MISCELLANEOUS**

19. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes, to discuss the following:
  - a. Section 19.85(1)(c) to discuss the performance evaluation for the City Administrator
20. **Motion:** Consider a motion to reconvene into Open Session.
21. **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 attend the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice

**MAYORAL PROCLAMATION****CONGRATULATIONS TO  
DONALD BOCKMANN  
ON HIS 100<sup>TH</sup> BIRTHDAY**

WHEREAS, DON BOCKMANN was born on May 8, 1920 in Milwaukee, Wisconsin, to Edger and Lucille Bockmann; and

WHEREAS, Don remembers he and his sister, the only two children born to Edger and Lucille, walking, taking the bus or riding their bikes to wherever they needed to go, as the family did not own a car; and

WHEREAS, Don remembers especially hard times during the Depression when his family would receive vouchers and have to stand in line to receive food. As Don says, "it was rough, but we got through it"; and

WHEREAS, as a boy, Don enjoyed sports, especially baseball, football and an occasional game of golf, and would attend dances at the Social Center on 11<sup>th</sup> Street and Mitchell Avenue, where Saturday dances cost only 10¢; and

WHEREAS, after graduating from Pulaski High School, Don enlisted in the Air Force and spent four and a half years serving his country, spending time in England, Germany and France where Don saw a lot of fighting, but never once did he fire his own rifle, but rather spent most of his time driving truck, laying brick and helping to build an airport in Germany; and

WHEREAS, Don is a Normandy Invasion Survivor with the 834<sup>th</sup> Aviation Engineer Battalion; and

WHEREAS, after returning from the Air Force, Don went to work at All Gear Company and worked there until he retired, and it was during this time after the Air Force, that Don reconnected with old friends, especially a young lady by the name of Ruth. Don and Ruth began dating two years after, and on May 7, 1949, they were married; and

WHEREAS, Don and Ruth built a life together, having two children, Brian and Diane, who have had children of their own, providing Don with three beautiful grandchildren; and

WHEREAS, some of Don's fondest memories were dancing with the love of his life, Ruth, at the Eagle's Club where you could find them nearly every Sunday night, and participating in a variety of sports; and

WHEREAS, Don played both slow and fast pitch baseball, starting out as a pitcher then moving to a catcher, a position he still maintained at 94 years young; and

WHEREAS, Don enjoyed bowling until he was 92, with an average of 188, and on what is believed to have been his 90<sup>th</sup> birthday, bowled a perfect game of 300; and

WHEREAS, for several years, Don participated in the Senior Olympics, earning eight medals in the 1990's; and

WHEREAS, because of his passion for sports, Don spent time with the Greenfield Parks & Recreation Department, teaching and coaching sports to others, and in 2003, was named the Employee of the Year by the Parks & Recreation Department and Site Supervisor Hall of Fame Inductee; and

WHEREAS, DON BOCKMANN will be 100 years "young" on Friday, May 8, 2020. A celebration in honor of Don will be held at his residence, Meadowmere Oak Creek Senior Living Community, on that day.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Oak Creek hereby congratulates DONALD BOCKMANN on his milestone 100<sup>th</sup> birthday.

BE IT FURTHER RESOLVED that the City Clerk be and she is hereby directed to transmit a suitable copy of this proclamation to DON BOCKMANN.

Dated this 8<sup>th</sup> day of May, 2020.

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Daniel Bukiewicz, Mayor

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Catherine A. Roeske, City Clerk

**COUNCIL PROCLAMATION NO. 20-03**

**TO**

**DENNIS LASKASKIE**

**FOR DEDICATED SERVICE TO THE CITY OF OAK CREEK  
AS A MEMBER OF THE  
POLICE & FIRE COMMISSION**

WHEREAS, on June 5, 2018, Dennis Laskaskie was appointed to the Police & Fire Commission by Mayor Daniel Bukiewicz; and

WHEREAS, Dennis Laskaskie served in that capacity for two years; and

WHEREAS, Dennis Laskaskie has been instrumental in the appointment of one Fire Chief, and countless Police Officers, Fire Fighters, Detectives, Lieutenants, Sergeants, Battalion Chiefs, Captains, and Assistant Chiefs; and

WHEREAS, Dennis Laskaskie, served as a liaison between the citizens of Oak Creek and the Police and Fire Departments, ensuring that these departments run smoothly, effectively and with the utmost integrity; and

WHEREAS as a member of the Police & Fire Commission, Dennis Laskaskie has dutifully served the City of Oak Creek in a thorough, conscientious and professional manner; and

WHEREAS, in April, 2020, after two years of service, Dennis Laskaskie stepped down from his position on the Police & Fire Commission.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek do hereby show their appreciation and gratitude to Dennis Laskaskie for his dedicated service to the City of Oak Creek as a member of the Police & Fire Commission.

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

Introduced and adopted this 21<sup>st</sup> day of April, 2020

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

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

ATTEST:

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

Vote: Ayes \_\_\_\_ Noes \_\_\_\_



## COMMON COUNCIL REPORT

**Item:** Intergovernmental Cooperation Agreement for Procuring Personal Protection Equipment and Other Necessary Sanitation and Medical Supplies in Response to the COVID-19 Public Health Emergency.

**Recommendation:** That the Common Council adopt Resolution No. 12155-042120 approving the Intergovernmental Cooperation Agreement for Procuring Personal Protection Equipment and Other Necessary Sanitation and Medical Supplies in Response to the COVID-19 Public Health Emergency.

**Fiscal Impact:** As stated below.

- 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 Assistant City Administrator and City Attorney have been participating in discussions with the Resources lead for Milwaukee County Unified Emergency Operations Center ("UEOC"), Milwaukee County municipal attorneys and other County representatives. The intent of these discussions is to combine efforts to procure personal protective equipment ("PPE"), sanitation and medical supplies needed due to the COVID-19 pandemic. The UEOC operates on behalf of the County, City, and municipalities to assist with this health emergency. The goal of the proposed draft Intergovernmental Cooperation Agreement for Procuring Personal Protection Equipment and Other Necessary Sanitation and Medical Supplies in Response to the COVID-19 Public Health Emergency ("IGA") is to set forth a framework for procurement requests. The collaborative procurement efforts will hopefully lead to efficiencies as to the submittal of procurement requests and decreased costs overall to the participating communities due to these joint efforts. The IGA creates a "Procurement Team" to administer the procurement up to the point of a purchase order by Milwaukee County as the Fiscal Agent. The Procurement Team will consist of one appointee from each participating Milwaukee County municipality. The IGA further establishes the method for assigning, distributing and funding these supplies.

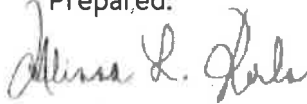
**Options/Alternatives:** The Council could elect not to participate and proceed with PPE, sanitation and medical supply requests on its own, which opportunities would likely be more limited than the opportunities that would arise among participating communities under the IGA.

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Melissa L. Karls  
City Attorney

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

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Attachments:

- Draft Intergovernmental Cooperation Agreement for Procuring Personal Protection Equipment and Other Necessary Sanitation and Medical Supplies in Response to the COVID-19 Public Health Emergency
- Resolution No. 12155-042120



RESOLUTION NO. 12155-042120

A RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR PROCURING PERSONAL PROTECTION EQUIPMENT AND OTHER NECESSARY  
SANITATION AND MEDICAL SUPPLIES IN RESPONSE TO THE COVID-19 PUBLIC HEALTH  
EMERGENCY

WHEREAS, on March 12, 2020, the State of Wisconsin declared a public health emergency regarding the novel coronavirus COVID-19; and

WHEREAS, on March 17, 2020, the City of Oak Creek (the "City") declared a public health emergency in the City and authorized the City of Oak Creek Community Public Health Officer and the City of Oak Creek Director of Emergency Management Services, in conjunction with federal, state and local authorities, to take all reasonable and necessary steps to prevent exposure and spread of COVID-19; and

WHEREAS, it is in the best interests of the City to act in concert with local government to combine efforts to procure personal protective equipment ("PPE"), sanitation supplies and medical supplies during this public health emergency to facilitate cost effective and efficient use of public resources; and

WHEREAS, the Intergovernmental Cooperation Agreement for Procuring Personal Protection Equipment and Other Necessary Sanitation and Medical Supplies in Response to the COVID-19 Public Health Emergency establishes procedures for requesting, assigning, distributing, and funding PPE, sanitation, and medical procurement and defines the respective rights and responsibilities of the participating Milwaukee County municipalities.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Cooperation Agreement for Procuring Personal Protection Equipment and Other Necessary Sanitation and Medical Supplies in Response to the Covid-19 Public Health Emergency ("IGA") be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the IGA in behalf of the City of Oak Creek.

BE IT FURTHER RESOLVED that the City Administrator and City Attorney are authorized to make nonsubstantive changes to the IGA, including any exhibits, addendums, amendments and attachments, as may be appropriate and necessary to make technical corrections in order to preserve and maintain the general intent thereof, and to prepare other documents as may be reasonably necessary to complete the transactions contemplated therein.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21<sup>st</sup> day of April, 2020.

Passed and adopted this \_\_\_ day of \_\_\_\_\_, 2020.

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

Approved this \_\_\_ day of April, 2020

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

ATTEST:

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

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR PROCURING  
PERSONAL PROTECTION EQUIPMENT AND OTHER NECESSARY  
SANITATION AND MEDICAL SUPPLIES IN RESPONSE  
TO THE COVID-19 PUBLIC HEALTH EMERGENCY**

This Intergovernmental Cooperation Agreement, (“Agreement”), is entered into respectively as of the date signed by the respective parties each with proper authorization to execute this Agreement, (herein referred to collectively as “the Parties” and individually as “a Party”), and is made pursuant to Wis. Stat. § 66.0301.

WHEREAS, each Party recognizes that combining efforts to procure Personal Protective Equipment (PPE), Sanitation Supplies and Medical Supplies during the current public health emergency brought on by the COVID-19 pandemic promotes cost effective and efficient use of public resources; and

WHEREAS, the Parties have specifically identified that combining procurement efforts will mutually benefit the communities they serve by increasing the likelihood of successful procurement requests and decreasing costs; and

WHEREAS, the Parties desire to enter into this Agreement to establish procedures for requesting, assigning, distributing, and funding PPE, Sanitation, and Medical procurement, as well as for defining their respective relative rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. The terms of this Agreement are made pursuant to Wis. Stat. § 66.0301.
2. Definitions:
  - a) “Fiscal Agent” is Milwaukee County.
  - b) “Medical Supplies” means thermometers, other medical devices, and medications that a party desires the Procurement Team to acquire during the current Public Health Emergency.
  - c) “Order” means a request by the Fiscal Agent to a third party to acquire PPE, Medical Supplies or Sanitation Supplies.
  - d) “Personal Protection Equipment (PPE)” means N95 masks/respirators, surgical masks (standard disposable), KN95 respirators, latex gloves, isolation gowns, shoe/boot coverings, face shields, eye protection and other equipment that a party desires the Procurement Team to acquire during the current Public Health Emergency.

- e) "Priority Formula" shall be the formula utilized by the Procurement Team to determine the Ordering and disbursement of PPE, Medical Supplies and/or Sanitation Supplies and is attached hereto as Exhibit A and incorporated herein.
  - f) "Procurement Requests" are requests from a Designated Representative to the Procurement Team Liaison to be included in the next Order.
  - g) "Sanitation Supplies" means toilet paper, paper towels, hand sanitizer, disinfectant sprays (bleach based or otherwise), disinfecting wipes and other supplies that a party desires the Procurement Team to acquire during the current Public Health Emergency.
  - h) Procurement Team is a committee of individuals that each party appoints to administer this Agreement. The Procurement Team members shall have experience in procurement, purchasing and qualifying vendors. Each party shall appoint one person to serve on the Procurement Team. The Procurement Team shall select one individual to serve as a Liaison (hereinafter referred to as the "Liaison") to the parties and to the Fiscal Agent.
3. The parties hereby grant the Procurement Team the authority to administer this Agreement only where such authority is explicitly given to the Procurement Team.
4. Each party shall appoint one representative who shall have authority to make purchase requests for PPE, Sanitation Supplies, and/or Medical Supplies ("Designated Representative"). Each Party shall notify the Liaison in writing of its Designated Representative and shall include:
- a) The Designated Representative's name, office address, office phone number, email address and mobile phone number (must accept text messages).
5. The Procurement Team shall maintain one centralized database ("Database") that is accessible online to each Designated Representative. The database shall include the following information:
- a) Current inventory of PPE, Sanitation Supplies, and Medical Supplies of received by the Procurement Team (to be updated by Liaison)
  - b) Current inventory of PPE, Sanitation Supplies, and Medical Supplies of each party, by department (to be updated by each Designated Representative)
  - c) Current projection of 7 day, 14 day, 21 day, and 21+ day projection of needs for PPE, Sanitation Supplies, and Medical Supplies.

- d) Pending Orders made by the Fiscal Agent to suppliers including anticipated delivery date (to be maintained by Fiscal Agent)
  - e) Procurement requests made by parties awaiting inclusion in an Order (to be maintained by Liaison)
6. The Fiscal Agent shall make purchases of PPE, Medical Supplies, and/or Sanitation Supplies as directed by the Liaison. The Procurement Team shall use its best efforts when assembling Orders to combine Procurement Requests made by parties. All Procurement Requests may not be included in an Order. The Procurement Team will determine which Procurement Requests to include in an Order in its discretion and considering existing market forces and the Priority Formula. The Procurement Team shall use best efforts when assembling Orders to ensure that said Orders qualify for any federal or state grant reimbursement when possible.
  7. The PPE, Medical Supplies, and Sanitation Supplies purchased by Fiscal Agent shall be received and housed by the City of West Allis until such time that they are distributed to requesting parties. The City of West Allis shall be responsible for any losses that occur while storing any PPE, Medical Supplies, and Sanitation Supplies. The Liaison will coordinate pick-up of supplies with a West Allis representative and a Designated Representative.
  8. Procurement Requests shall be made by a Designated Representative to the Liaison in writing, on a form provided by the Procurement Team. Each request shall include the type of PPE, Medical Supplies, and/or Sanitation Supplies requested, the quantity of each item, and an itemization of the department/staff that will be receiving the requested items. The Liaison shall confirm receipt of the request and provide the Designated Representative with a quote for the cost of the request. The Procurement Team shall establish a per-unit price for each item acquired, by dividing the total cost by the number of such items acquired, so that each party pays the same price per unit. The Designated Representative shall respond in writing whether to proceed with the request within two hours of the Liaison sending the quote. If the Designated representative does not respond to the quote within two hours, the Procurement Request may not be included in the next Order. If a Procurement Request is included in an Order, the Fiscal Agent shall communicate payment terms to each requesting party, and each party shall comply with said terms prior to the supplies being released to the requesting party. Each party is obligated by this agreement to pay no more and no less than the actual cost of PPE, Medical Supplies, and/or Sanitation Supplies that party receives based on that member's Procurement Requests subject to any administrative costs shared by the parties pursuant to Paragraph 12. The Procurement Team and Fiscal agent shall use best efforts in ensuring that all Orders and purchases qualify for any state and federal grant reimbursement funds.
  9. This is not an agreement to exclusively purchase the subject goods under this Agreement. The parties may choose to purchase PPE, Sanitation Supplies,

and Medical Supplies through alternative means without cooperation or permission from the Procurement Team or any other party at any time.

10. Each party is responsible for its own application for any monetary grant or reimbursement offered through federal, state, governmental or other sources. Each party that receives such a grant or reimbursement shall retain it. However, upon written agreement by a party, the Fiscal Agent may apply for a monetary grant or reimbursement on behalf of that party. Each party applying for its own monetary grant or reimbursement shall use its best efforts to include administrative costs (as defined in Paragraph 12) in such application and shall work with Fiscal Agent to track and define such administrative costs.
11. Each party shall direct its respective representatives on the Procurement Team to act in accordance with this Agreement.
12. The Fiscal Agent will be responsible for the receipt, inventory, order fulfillment, bookkeeping and delivery of PPE, Sanitation Supplies, and Medical Supplies to all parties. The Fiscal Agent shall use best efforts to secure reimbursement for administrative costs associated with the foregoing activities through federal or state grants. Should grant funds be denied, the Fiscal Agent shall invoice each party for its share of any administrative costs paid to third parties. Administrative costs means monies paid to third parties or costs otherwise incurred by the Fiscal Agent to assist in the administration of the Fiscal Agent's duties under this Agreement, examples of which include: bank fees and interest, storage fees, shipping fees not already included in an Order and Fiscal Agent staff time dedicated to procurement, bookkeeping, inventory tracking and related activities hereunder.
13. Each Party shall be solely responsible for the acts or omissions of its own employees under this Agreement. Any employee providing services under this Agreement shall be considered to be acting under the scope employment of his or her employer, shall be considered to be the employee of his or her employer, and shall be covered by his or her employer for any and all fringe or other benefits and any liability.
14. The Parties agree to hold each other harmless solely for its acts or omissions under this Agreement. The parties shall hold harmless the members of the Procurement Team. In the event a loss occurs, the Fiscal Agent shall pursue any legal remedies on behalf of the parties and the parties shall share in any loss proportionately.
15. The Parties acknowledge that numerous parties to this Agreement are governmental entities entitled to various defenses, immunities, or limitations under the law nothing contained herein is intended as a waiver of any defenses, immunities, or limitations to which they are entitled pursuant to statutory or common law.

16. A Party may terminate its participation in this Agreement by providing thirty days written notice to the other parties. However, any terminating party will remain obligated to pay for its own Procurement Requests that have been included in Orders and its share of administrative costs under Paragraph 12. The Agreement shall remain in effect as to non-terminating parties. This Agreement shall terminate when the current public health emergency, as Declared by the State of Wisconsin, expires, unless otherwise extended upon the mutual agreement of two or more parties.
17. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the Parties with respect to the subject matter referred to herein and may not be amended except in writing. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one in the same document.
18. This Agreement shall take effect upon execution by the Fiscal Agent and at least one other party. Additional parties may sign on to this Agreement after initial execution unless objected to by existing signatories unanimously.

This signatory certifies that this Intergovernmental Cooperation Agreement has been adopted and approved by resolution or other manner approved and allowed by law.

Municipal Corporation

Signatory

Date

Municipal Corporation

Signatory

Date

DRAFT

Municipal Corporation

Signatory

Date

Municipal Corporation

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Municipal Corporation

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Municipal Corporation

Signatory

Date

Other Entity (i.e. North Shore Health)

Signatory

Date

Other Entity (i.e. North Shore Health)

Signatory

Date



## 5 PROCEDURAL STEPS

### 5.1 DISTRIBUTION PROCEDURE

Given the scarcity of supplies nationally, the U-EOC developed a framework for prioritization of supplies across the stakeholders in the Milwaukee-area community that are in need of Personal Protective Equipment (PPE).

The U-EOC Logistics section will use a prioritization framework as a guideline in fulfilling orders, and will aim to distribute supplies in accordance to the tier ratios described below. It will use best judgment to balance supply of PPE and demands on the ground. The prioritization list does not guarantee that every order that meets the priority criteria will be fulfilled. The U-EOC Logistics section may consider holding a reserve of supplies in order to meet acute needs going forward.

#### 5.1.1 Description of Tiers

The U-EOC developed a Tiers framework, loosely based on Washington State Department of Health’s framework released on 3/21/20<sup>2</sup>, for the distribution of donated supplies. On 4/10/20, that framework was modified by the U-EOC Logistics Team for application to the distribution of U-EOC joint direct procurement of PPE and other supplies.

**There is no intra-tier prioritization of supplies. Police, Fire, EMS, MCSO and Public Health are considered as equal priority.**

The framework is as follows:

Tier	Milwaukee Area U-EOC Description
Tier 1	<p><b>First Responders, including:</b>            Police Departments            Milwaukee County Office of the Sheriff            Fire Departments            Emergency Management Services (EMS)            Public Health Departments</p> <p><b>Health Care Providers, including:</b>            Jails, Correctional Facilities and/or Detention Sites            Emergency Management Services (EMS)</p>

<sup>2</sup> <https://www.doh.wa.gov/Newsroom/Articles/ID/1126/Department-of-Health-Releases-Personal-Protective-Equipment-Distribution-Guidelines>



Unified Emergency Operations Center  
UEOC@milwaukeecountywi.gov

*jurisdictions within Milwaukee County*

	<b>Municipal- or County-run Health Care Facilities</b>
<b>Tier 2</b>	<b>Essential Staff in the areas of:</b> Police Departments Milwaukee County Office of the Sheriff Fire Departments Emergency Management Services (EMS) Public Health Departments Jails, Correctional Facilities and/or Detention Sites Public Works - Critical Infrastructure Support <sup>3</sup> Election Activities Municipal- or County-run Health Care Facilities
<b>Tier 3</b>	<b>Essential Staff in the areas of:</b> Public Transit Public Works <sup>4</sup> Essential Office Settings (Courts, DHHS, Family Services)
<b>Tier 4</b>	<b>Non-essential Governmental Workers</b>

**5.1.2 Distribution Among Tiers**

Personal Protective Equipment (PPE) distribution will be prioritized by Tier as follows:

1. Priority will be given to first responders and health care providers with < 10 days of supply presently in stock.
2. Priority will be given to Tiers 2 and 3 if supply falls below 7 days of stock.
3. Priority will be given to active IGA members. If and when a new member joins the IGA, they will be eligible to receive stock from future orders only.

The U-EOC will aim to distribute PPE weekly. Each organization should make every effort to adhere to the listed tiering above in distribution within the organization.

**5.1.3 Distribution within Tiers**

Distribution within Tiers shall be based on two factors:

<sup>3</sup> Critical Infrastructure Support includes work with a high chance of contact with infected persons such as homeless encampment work, repair of emergency vehicles in the field, etc.

<sup>4</sup> Public Works activities such as bus refueling, etc. which require PPE but do not involve high chance of contact with infected persons.



## Unified Emergency Operations Center

UEOC@milwaukeecountywi.gov

*jurisdictions within Milwaukee County*

1. The availability of PPE resources within a particular jurisdiction – jurisdictions with < 7 day supply will be prioritized.
2. The number of first responders and health care providers<sup>5</sup> within a given jurisdiction.

Jurisdictions will be responsible for providing 7, 14, 21, and >21 day projection of needs data to the U-EOC Support Team to ensure availability of supplies. **Failure to provide accurate data may result in reduced distribution of purchased supplies.** Jurisdictions are advised to be as cautious in their estimates as necessary.

### 5.1.4 Eligibility and Request Procedure

To be eligible for distribution, each Milwaukee County-based entity requesting PPE will meet the following criteria:

1. Requesting agency has executed the IGA and is a participant in the U-EOC;
2. Requesting agency has consistently implemented CDC strategies to optimize use of N95 respirators, and has otherwise put in place PPE conservation guidelines;
3. Requesting agency has adhered to the tiering system above in distribution of PPE internally to its workers;
4. Shortage or depletion is impacting ability to ensure patient care and/or worker safety.

Eligible entities will make requests for PPE through their municipal/county Emergency Operations Center. The municipal/county EOC will share those requests via U-EOC's designated formal request form.

Each distribution will be documented via a receipt that will track distribution, to inform any potential future reimbursements.

---

<sup>5</sup> Health care providers are defined as individuals providing medical service (emergent or otherwise) to individuals with a high likelihood of infection with COVID-19.



## COMMON COUNCIL REPORT

**Item:** Certified Survey Map - 9315 S. 13<sup>th</sup> St.

**Recommendation:** That the Council adopts Resolution No. 12154-042120, a resolution approving a Certified Survey Map submitted by John Schleuter, Frontline Commercial Real Estate, for the property at 9315 S. 13<sup>th</sup> St.

**Fiscal Impact:** Approval of the CSM will allow for the the division of the parcel for development of Lot 1 with a hotel, the Conditional Use Permit for which was approved by Council on April 7, 2020. The hotel development, and future commercial development of Lot 2, will yield positive fiscal impacts in terms of assessed value, permit fees, review fees, & impact fees (estimated at \$26,924 for the hotel). This property is not located within 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 is requesting approval of a Certified Survey Map for the property at 9315 S. 13th St. As proposed, two (2) lots of conforming size would be created. Council will note that the proposed Lot 1 does not have frontage along South 13th Street. During the review of the Planned Unit Development Amendment request, it was stated that a 25-foot-wide perpetual easement “for utilities, roadway and other improvements to service contiguous lands to north” was shown on CSM 4759 benefitting the property at 9315 S. 13th St. This shared access with the Steinhafel’s property will be utilized for both proposed lots. In anticipation of a future land division, Section 2(I) of the Conditions and Restrictions included the following:

All future land divisions shall follow subdivision plat and/or certified survey map procedures. If required by the Common Council, a development agreement shall be completed between the owner and the City prior to approval of said land division document to ensure the construction/installation of public improvements required in these Conditions and Restrictions, Chapter 14 (as amended), and all other applicable Sections of the Municipal Code (as amended).

1. Specific requirements for division of the property at 9315 S. 13th St., Tax Key # 877-9995-005.
  - a. Internal access via a shared private road/driveway, subject to recorded shared access easements and depicted on any proposed subdivision plat and/or certified survey map, may be allowed to substitute for street frontage requirements with recommendation by the Plan Commission and approval of a modification by the Common Council.

---

b. Shared access in (a) above is limited to the creation of one (1) new lot via subdivision plat and/or certified survey map.

This access reference from CSM 4759 also appears on the proposed CSM.

Wetlands have been delineated and are shown on Lot 1. The City has received copies of a wetland permit from the Army Corps of Engineers, and an exemption from the Wisconsin Department of Natural Resources for the project. Staff request that a note on the CSM be included prior to recording with this information.

Several items to address were provided to the Applicant and their consultant:

1. Per the Water and Sewer Utility, the proposed lot line must be adjusted so that the sanitary lateral to serve the proposed hotel on Lot 1 does not cross the property line.
2. Verify that all easements, particularly for stormwater, are correctly depicted on the map.
3. For consistency, include the size of the proposed lots on all sheets.

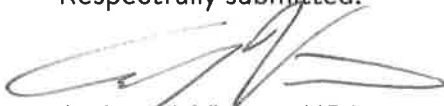
The Plan Commission reviewed the Certified Survey Map proposal at their meeting on April 14, 2020, and recommend approval with the following conditions:

1. That the CSM is revised to ensure that sanitary laterals do not cross property lines.
2. That the CSM is revised to incorporate all required easements prior to recording.
3. That the CSM is revised to incorporate the proposed sizes of the lots on all sheets prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

**Options/Alternatives:** Council has the discretion to modify conditions of approval, or deny the request. Disapproval would have the potential for conflicts with pending redevelopment plans.

---

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 12154-042120

Location Map

CSM



RESOLUTION NO. 12154-042120

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

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR  
JOHN SCHLEUTER, FRONTLINE COMMERCIAL REAL ESTATE

9315 S. 13<sup>th</sup> St.

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

WHEREAS, JOHN SCHLEUTER, FRONTLINE COMMERCIAL REAL ESTATE, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

WHEREAS, the Plan Commission has recommended that this certified survey map be approved, subject to the following conditions:

1. That the CSM is revised to ensure that sanitary laterals do not cross property lines.
2. That the CSM is revised to incorporate all required easements prior to recording.
3. That the CSM is revised to incorporate the proposed sizes of the lots on all sheets prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

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

1. That the CSM is revised to ensure that sanitary laterals do not cross property lines.
2. That the CSM is revised to incorporate all required easements prior to recording.
3. That the CSM is revised to incorporate the proposed sizes of the lots on all sheets prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21<sup>st</sup> day of April, 2020.

Passed and adopted this 21<sup>st</sup> day of April, 2020.

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

Approved this 21<sup>st</sup> day of April, 2020.

\_\_\_\_\_  
Mayor

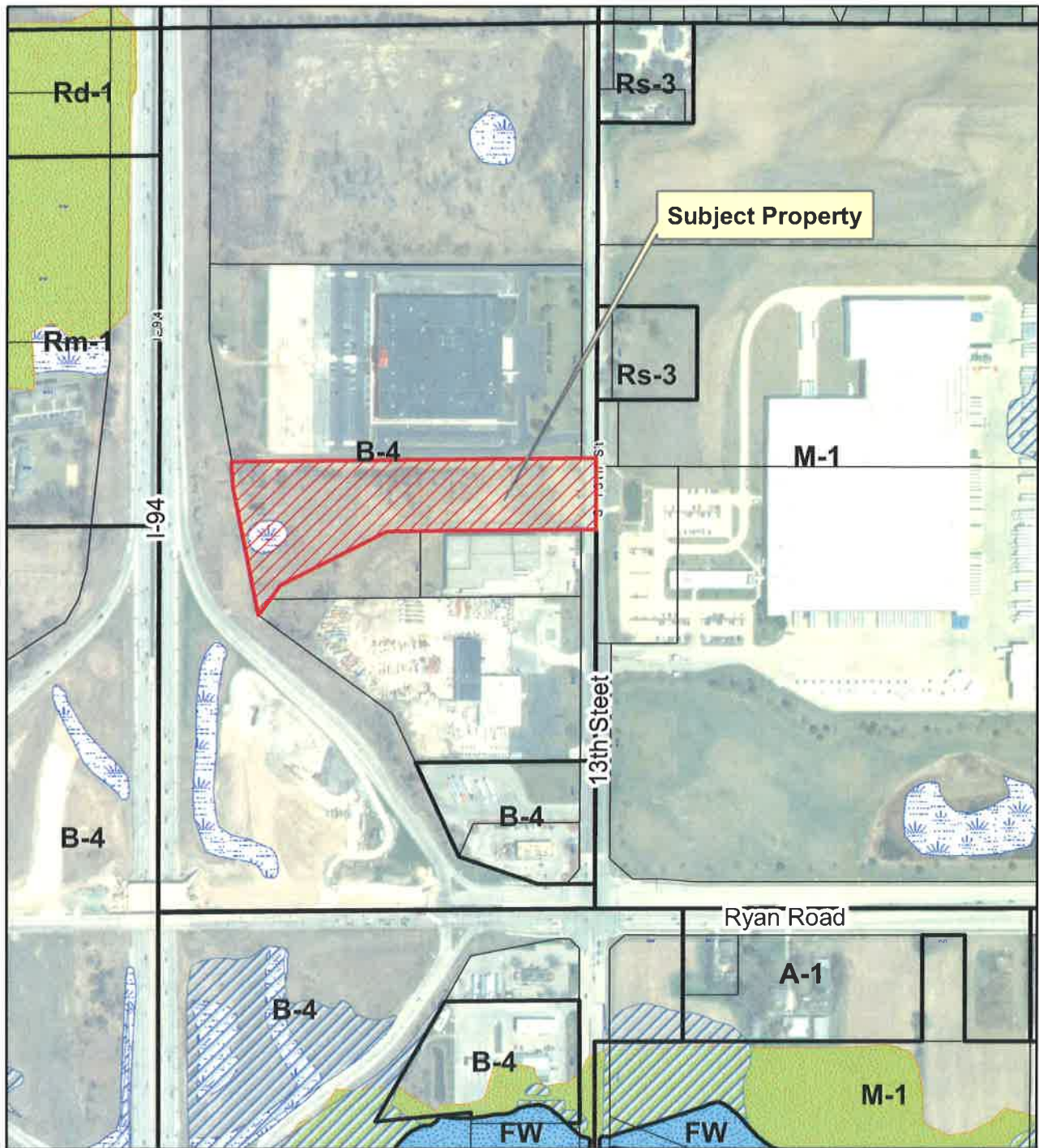
ATTEST:

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

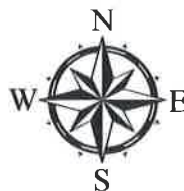
VOTE:      Ayes \_\_\_\_\_ Noes \_\_\_\_\_

# Location Map

## 9315 S. 13th Street



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



### Legend

-  Parcel selection
-  Flood Plain (2008)
-  Floodway (2008)
-  Environmental Corridor
-  DNR Wetlands Inventory

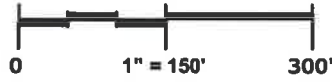
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 Section 19, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin

## INTERSTATE HIGHWAY "94" (VARIABLE PUBLIC R.O.W.)



### GRAPHICAL SCALE (FEET)



(PART OF) LOT 1  
C.S.M. NO. 4759

OWNER:  
OAK CREEK STORE LLC

25' ROAD WAY AND  
UTILITY EASEMENT PER  
DOC. 5435312 & CSM 4759

EXISTING  
BUILDING

((R) N89°27'48"W 1135.74' CSM 4759)  
N89°27'33"E 1090.66'

N04°40'09"W  
78.98'

EXISTING  
BUILDING

**LOT 1**  
154,166 SQ. FT.  
3.5391 ACRES

DEDICATED FOR PUBLIC  
ROAD PURPOSES  
**SOUTH 13TH STREET**  
3,410 SQ. FT.  
0.0783 ACRES

215.39'  
S00°32'28"E

**LOT 2**  
112,819 SQ. FT.  
2.5900 ACRES

WETLANDS  
SEE NOTE  
ON SHEET 6

BILLBOARD  
BASE

390.79'  
N10°54'41"W  
358.04'  
S62°58'55"W  
((R) S62°59'10"W CSM 4656)  
OUTLOT 1  
C.S.M. NO. 4656

S36°30'12"W  
110.46'  
((R) S36°30'27"W CSM 4656)

OWNER: GIUFFRE

19.6'  
S89°27'32"W  
592.00'  
((R) S89°27'47"W CSM 4656)

EXISTING  
BUILDING

PARCEL 2  
C.S.M. NO. 4656

OWNER: ROS NO 24 LLC

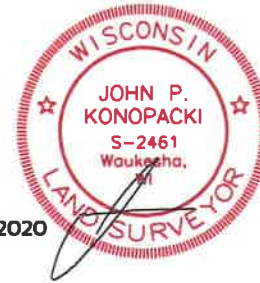
Prepared for:  
American Property  
Acquisition LLC  
P.O. BOX 170107  
Milwaukee, WI 53217

**PARCEL 1**  
C.S.M. NO. 4656

OWNER:  
GIUFFRE X LLC

#### LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Found 3/4" Iron Rod
- - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- (R) - Denotes "Recorded As"
- ↙ - Denotes Wetland



MARCH 12, 2020

((R) S00°09'11"W CSM 4759)  
EAST LINE OF THE SE 1/4  
SEC. 19, T5N, R22E  
2665.16'  
S00°08'56"W 1307.41'  
NE CORNER, SE 1/4  
SEC. 19, T5N, R22E  
(FOUND CONC. MON.  
W/ BRASS CAP)

S00°08'56"W  
25.00'

S89°27'33"W  
33.00'

S00°08'56"W  
190.40'

S00°08'56"W  
215.40'

S89°27'32"W  
33.00'

S00°08'56"W  
1142.36'

N00°08'56"E  
45.1'

S00°08'56"W  
117.3'

SE CORNER, SE 1/4  
SEC. 19, T5N, R22E  
(FOUND CONC. MON.  
W/ BRASS CAP)

N=324,822.76 E=2,551,589.25  
(WISCONSIN STATE PLANE  
COORDINATE SYSTEM,  
SOUTH ZONE)

Prepared By:

**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD 1 SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PL S-L License No. S-2461

PEC JOB # 1795.00  
SHEET 1 OF 6

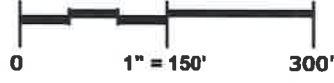
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 Section 19, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin

**INTERSTATE HIGHWAY "94"**  
(VARIABLE PUBLIC R.O.W.)



**GRAPHICAL SCALE (FEET)**



60' X 30' SIGN LOCATION, CONSTRUCTION, ACCESS AND MAINTENANCE, UTILITY ACCESS AND RIGHT OF VIEW EASEMENT PER DOC. 10219213

WISCONSIN ELECTRIC POWER COMPANY AND CHARTER COMMUNICATION OPERATING EASEMENT PER DOC. 10788519

CITY OF OAK CREEK PUBLIC UTILITY EASEMENT PER DOC. 5926795

NE CORNER, SE 1/4 SEC. 19, T5N, R22E (FOUND CONC. MON. W/ BRASS CAP)

N04°40'09"W  
78.98'

N89°27'33"E 1090.66'

S00°08'56"W  
25.00'

**LOT 1**

**LOT 2**

S89°27'32"W  
592.00'

S89°27'33"W  
33.00'

50' x 20' SIGN EASEMENT PER DOC. 9137025 TO BE RELEASED

**LEGEND:**

- - Denotes Found 1" Iron Pipe
- - Denotes Found 3/4" Iron Rod
- - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- (R) - Denotes "Recorded As"
- ↙ - Denotes Wetland



MARCH 12, 2020

SE CORNER, SE 1/4 SEC. 19, T5N, R22E (FOUND CONC. MON. W/ BRASS CAP)

**SOUTH 13TH STREET**  
**COUNTY TRUNK**  
**HIGHWAY "V"**

Prepared By:

**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD 1 SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, P.L.S.-License No. S-2461

PEC JOB#1795.00  
SHEET 2 OF 6

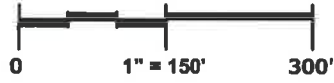
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 Section 19, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin

## INTERSTATE HIGHWAY "94" (VARIABLE PUBLIC R.O.W.)



### GRAPHICAL SCALE (FEET)



CITY OF OAK CREEK WATER MAIN EASEMENT PER DOC. 4338234 & CSM 4759 AND WISCONSIN NATURAL GAS COMPANY EASEMENT PER DOC. 4422501

EXISTING BUILDING

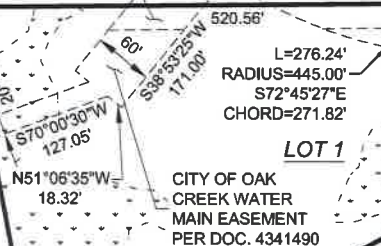
WISCONSIN NATURAL GAS COMPANY EASEMENT PER DOC. 4422501

NE CORNER, SE 1/4 SEC. 19, T5N, R22E (FOUND CONC. MON. W/ BRASS CAP)

N04°40'09"W  
78.98'

N89°27'33"E 1090.66'

EAST LINE OF THE SE 1/4 SEC. 19, T5N, R22E



LOT 1

LOT 2

CITY OF OAK CREEK WATER MAIN EASEMENT PER DOC. 4341490

PROPOSED UTILITY EASEMENT

S00°08'56"W  
25.00'

S89°27'33"W  
33.00'

PROPOSED 25' STORM SEWER EASEMENT

N10°54'41"W  
390.79'

S36°30'12"W  
110.46'

S62°58'55"W  
358.04'

215.39'

S00°32'28"E

57.50'

S89°27'32"W  
592.00'

EXISTING BUILDING

S89°27'32"W  
33.00'

S00°08'56"W  
190.40'

P.O.B.

12.00'

215.40'

S00°08'56"W

45'

133'

N00°08'56"E

1142.36'

45'

SE CORNER, SE 1/4 SEC. 19, T5N, R22E (FOUND CONC. MON. W/ BRASS CAP)

SOUTH 13TH STREET  
COUNTY TRUNK  
HIGHWAY "V"

#### LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Found 3/4" Iron Rod
- - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- (R) - Denotes "Recorded As"
- ↙ - Denotes Wetland



MARCH 12, 2020

Prepared By:

**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD 1 SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PL S-L License No. S-2461

PEC JOB # 1795.00  
SHEET 3 OF 6

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

Being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 Section 19, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided that part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 Section 19, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 19;  
Thence North 00°08'56" East along the east line of said Southeast 1/4, 1142.36 feet;  
Thence South 89°27'32" West, 33.00 feet to the west right of way line of South 13th Street - County Trunk Highway "V" and the Point of Beginning;

Thence continuing South 89°27'32" West and then along the north line of Certified Survey Map No. 4656, 592.00 feet;  
Thence South 62°58'55" West along said north line, 358.04 feet;  
Thence South 36°30'12" West along said north line, 110.46 feet to the east right of way line of Interstate Highway "94";  
Thence North 10°54'41" West along said east right of way line, 390.79 feet;  
Thence North 04°40'09" West along said east right of way line, 78.98 feet to the south line of Certified Survey Map No. 4759;  
Thence North 89°27'33" East along said south line and then continuing, 1090.66 feet to the aforesaid east line of the Southeast 1/4 of said Section 19;  
Thence South 00°08'56" West along said east line, 25.00 feet;  
Thence South 89°27'33" West, 33.00 feet;  
Thence South 00°08'56" West, 190.40 feet to the Point of Beginning.

Dedicating the Easterly portion of subject property as graphically shown for public right of way purposes.

Containing 270,395 square feet (6.2074 acres) of land Gross and 266,985 square feet (6.1291 acres) of land Net more or less.


That I have made such survey, land division and map by the direction of American Property Acquisition LLC, owner of said land.

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

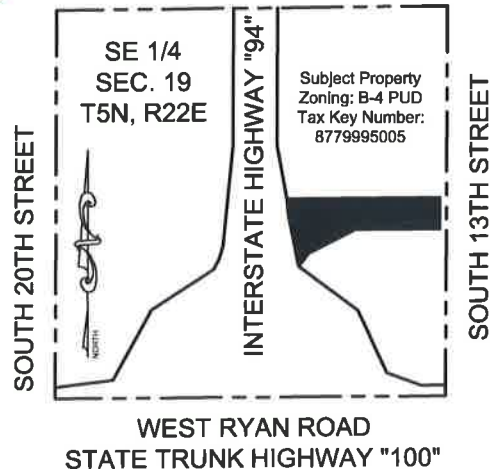
That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Oak Creek Land Division Ordinance in surveying, mapping and dividing the land within the certified survey map.

Date: MARCH 12, 2020



  
John P. Konopacki  
Professional Land Surveyor S-2461

## VICINITY MAP SCALE 1":1000'



Prepared By:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This Instrument drafted by John P. Konopacki, PLS-Lkense No. S-2461

PEG JOB#1795.00  
SHEET 4 OF 6

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

Being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 Section 19, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin

## OWNER'S CERTIFICATE OF DEDICATION

American Property Acquisition LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

American Property Acquisition LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. City of Oak Creek

IN WITNESS WHEREOF, the said American Property Acquisition LLC has caused these presents to be signed by (name - print) \_\_\_\_\_, (title) \_\_\_\_\_, at (city) \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

In the presence of: American Property Acquisition LLC

\_\_\_\_\_  
Name (signature) - Title

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, (name) \_\_\_\_\_, (title) \_\_\_\_\_, of the above named limited liability company, to me known to be the persons who executed the foregoing instrument, and to me known to be such \_\_\_\_\_ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

## CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a corporation duly organized and existing under and by 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 in the foregoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its President, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Date  
\_\_\_\_\_  
President

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_



MARCH 12, 2020

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB #1795.00  
SHEET 5 OF 6



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

Being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 Section 19, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin

## PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Oak Creek on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

\_\_\_\_\_  
Daniel Buklewicz, Chairman

\_\_\_\_\_

\_\_\_\_\_  
Secretary

## COMMON COUNCIL APPROVAL AND ACCEPTANCE OF DEDICATION

Approval and acceptance of dedication of land as indicated above by the Common Council of the City of Oak Creek, per Plan Commission recommendation on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Resolution No. \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Daniel Buklewicz, Chairman

\_\_\_\_\_

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

### NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The east line of the Southeast 1/4 of Section 19, Township 5 North, Range 22 East has a bearing of  $500^{\circ}08'56''W$ .
- Flood Zone Classification: The properties lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55079C0168E and 55079C0231E with effective dates of SEPTEMBER 26, 2008. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- WETLANDS DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC, OCTOBER 5, 2019.



MARCH 12, 2020



Prepared By:

**PINNACLE ENGINEERING GROUP**

20725 WATERTOWN ROAD | SUITE 100

BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

This Instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB #1795.00  
SHEET 6 OF 6



Meeting Date: April 21, 2020

Item No. 15

### COMMON COUNCIL REPORT

**Item:** Residences at Oak View Condominiums Storm Water Maintenance Agreement

**Recommendation:** That the Common Council adopts Resolution No. 12152-042120, a resolution approving a storm water management practices maintenance agreement with Modhome, LLC, for their Residences at Oak View Condominium project located at 10730 S. Howell Avenue. (Tax Key No. 973-9997) (5<sup>th</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 Residences at Oak View Condominiums 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

Attachments: Resolution No. 12152-042120, Storm Water Management Maintenance Agreement

**RESOLUTION NO. 12152-042120**

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

**RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH MODHOME, LLC FOR THEIR RESIDENCES AT OAK VIEW CONDOMINIUMS DEVELOPMENT**

**(TAX KEY NO. 973-9997)**

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

WHEREAS, Modhome, LLC (Owner), requires onsite storm water management practices for their proposed Residences at Oak View Condominiums development, 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 21<sup>st</sup> day of April, 2020.

Passed and adopted this 21<sup>st</sup> day of April, 2020.

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

Approved this 21<sup>st</sup> day of April, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

Document Number

RESIDENCES AT OAK VIEW  
CONDOMINIUMS  
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

973-9997

Parcel Identification Number (PIN)

## STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Modhome, LLC, 696 Oak Street, Glen Ellyn, IL 60137, 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:

That certain Twenty (20) acres located in the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows: The West Twenty (20) acres of the South Seventy (70) acres of the North One-half (1/2) of the South West One-quarter (1/4) of Section 33, Township 5 North, Range 22 East. Excepting therefrom, a Sixty-six (66) foot right of way for purposes of access from said Howell Avenue (also known as State Highway 38) to the East Fifty (50) acres, said right of way to commence at Howell Avenue at a point to be determined between 495 feet and 693 feet South of the North boundary of the George Sagan farm, and to proceed Easterly a distance of approximately 775 feet to the Western boundary of

said East 50 acres, subject to easement of South 100 feet to Wisconsin Power and Electric Company.

Said lands contain 871,200 square feet or 20.000 acres,

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Residences at Oak View Condominiums, located at 10730 S. Howell 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 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) and the Bioretention/Bioinfiltration Maintenance Standards (Exhibit C).
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:

MODHOME, LLC

  
\_\_\_\_\_  
David DiSanto, Manager

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by the above named DAVID DISANTO.

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

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

See attached Authentication Page

CITY OF OAK CREEK, WISCONSIN

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

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

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

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

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

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

Approved as to Form:

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

\_\_\_\_\_  
Date



Authentication Page  
David DiSanto, Manager of MODHOME, LLC

Storm Water Management Practices  
Maintenance Agreement

**AUTHENTICATION**

Signature(s) David DiSanto

authenticated on March 30, 2020

  
**\*Anne C. McDonald**  
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
Authorized by Wis. Stat. §706.06)



## 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**  
**DETENTION BASIN MAINTENANCE STANDARDS**

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

## COMMON COUNCIL REPORT

**Item:** HUB13 Storm Water Maintenance Agreement

**Recommendation:** That the Common Council adopts Resolution No. 12153-042120, a resolution approving a storm water management practices maintenance agreement with HUB13, LLC, for their HUB13 apartment project located at 7581 S. 13<sup>th</sup> Street. (Tax Key No. 784-9998-001) (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

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**Background:** The proposed HUB13 apartment 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.

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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

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Attachments: Resolution No. 12153-042120, Storm Water Management Maintenance Agreement

**RESOLUTION NO. 12153-042120**

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

**RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH HUB13, LLC FOR THEIR HUB13 APARTMENT DEVELOPMENT**

**(TAX KEY NO. 784-9998-001)**

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

WHEREAS, HUB13, LLC (Owner), requires onsite storm water management practices for their proposed HUB13 apartment development, 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 21<sup>st</sup> day of April, 2020.

Passed and adopted this 21<sup>st</sup> day of April, 2020.

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

Approved this 21<sup>st</sup> day of April, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

Document Number

HUB13  
7581 S. 13<sup>TH</sup> STREET  
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

784-9998-001

Parcel Identification Number (PIN)

## STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2020, by and between HUB13, LLC, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

The Northeast ¼ of the Southeast ¼ of Section 7, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, except the North 208.75 feet of the East 208.75 feet and further excepting that part lying Westerly of a line 150 feet Easterly of a reference line described as follows:

Commencing at a point on the North line of said ¼ Section 1323.45 feet West of the Northeast corner thereof; thence running Southerly to a point on the South line of said ¼ Section, 1321.81 feet West of the Southeast corner thereof, excepting there from lands described in award of damages recorded as Document No. 10737204.

Said lands contain 1,465,302 square feet or 33.6387 acres, hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as HUB13, 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 catch basins, 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 by this reference made a part hereof. Accumulated material shall be removed annually from all catch basins and disposed of at a licensed solid waste facility.
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:

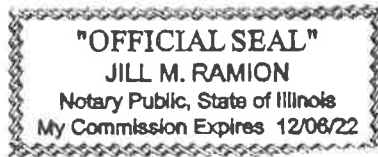
HUB13, LLC

*Nick Papanicholas Jr.*  
Nick Papanicholas Jr. President

The foregoing Agreement was acknowledged before me this 11<sup>TH</sup> day of MARCH, 2020,  
by the above named NICK PAPANICHOLOS JR.

*Jill M. Ramion*  
NOTARY PUBLIC

My Commission Expires: 12-06-22



CITY OF OAK CREEK, WISCONSIN

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

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

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

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

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

This document was prepared by Philip J. Beiermeister, 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**  
**DETENTION BASIN MAINTENANCE STANDARDS**

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

## COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 4/21/20 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$845.00 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 4/21/20 council meeting. Tentative recommendations are as follows (favorable background reports received):

1. Grant an Operator's license to:
  - \* Keith A. Walter (South Shore Cinemas)
  - \* Kim Merriman (Piggly Wiggly)
  - \* Chloe D. Ullenberg (Piggly Wiggly)
  - \* Murphy W. Smith (7-Eleven)
  - \* Elizabeth A. Hillesheim (Gary's Beer & Liquor)
  - \* Patrick M. Pena (Piggly Wiggly)
  - \* Michelle L. Holtz (Piggly Wiggly)
  - \* Marissa D. Kiolbasse (7-Eleven)

**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 April 15, 2020 Vendor Summary Report in the total of \$336,379.58.

**Fiscal Impact:** Total claims paid of \$336,379.58.

**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. \$7,778.00 to Axon Enterprise, Inc. (pg #2) for taser cartridges.
2. \$69,208.90 to Benistar (pg #2) for May Medicare supplement insurance.
3. \$13,831.50 to Buelow Vetter (pgs #2-3) for legal services.
4. \$7,499.00 to Edgewater Resources, LLC (pg #4) for temporary road concept development and cost estimates comparing design alternatives.
5. \$34,780.00 to Hiller Ford, Inc. (pg #5) for 2020 Ford Explorer.
6. \$12,255.01 to Kansas City Life Insurance Co. (pgs #5-6) for May disability insurance.
7. \$5,480.00 to Kiesler's Police Supply, Inc. (pg #6) for pepperball pistol and projectiles.
8. \$6,745.23 to Milwaukee County Treasurer (pg #8) for March court fines.
9. \$6,700.29 to Securian Financial Group, Inc. (pg #10) for May employee life insurance.
10. \$42,557.04 to US Bank (pgs #15-23) 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.
11. \$38,418.04 to WE Energies (pg #12) for street lighting, electricity & natural gas.
12. \$20,004.03 to WI Court Fines & Surcharges (pg #12) for March court fines.

**Options/Alternatives:** None

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Kristina Strmsek  
Staff Accountant

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

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Attachments: 4/15/20 Invoice GL Distribution Report