



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

## COMMON COUNCIL MEETING AGENDA

JUNE 2, 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.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 5/19/20

### Informational

4. **INFORMATIONAL:** COVID-19 Update.

### Recognition

5. **Mayoral Proclamation:** Congratulations to Chester "Chet" Grobschmidt on his 100<sup>th</sup> birthday.

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

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

6. **Conditional Use:** Consider a request submitted by Sam Dickman, Central Land Co. III, LLC, for a Conditional Use Permit for freight yard / freight terminal / trans-shipment depot facilities within the proposed multi-tenant industrial building on the property at 10650 S. Oakview Parkway (5<sup>th</sup> District).
7. **Ordinance:** Consider Ordinance No. 2975, approving a Conditional Use Permit for freight yard / freight terminal / trans-shipment depot facilities in the multi-tenant building on the property at 10650 S. Oakview Parkway (5<sup>th</sup> District).

## New Business

### FIRE

8. **Resolution:** Consider Resolution No. 12163-060220, approving the updated Intergovernmental Agreement for Fire and other protection services for the 2020 Democratic National Convention in Milwaukee, Wisconsin (by Committee of the Whole).

### POLICE

9. **Resolution:** Consider Resolution No. 12162-060220, approving the updated Intergovernmental Agreement for Police and other protection services for the 2020 Democratic National Convention in Milwaukee, Wisconsin (by Committee of the Whole).
10. **Motion:** Consider a motion to accept the bid from P3Power for the purchase and installment of a Mitsubishi DiamondPlus 1100A Series UPS system, in the amount of \$34,149.10 (by Committee of the Whole).

### TREASURER

11. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending April 30, 2020.
12. **Motion:** Consider a motion to approve a three-year renewal with Tri City National Bank as the City's depository for banking services, and authorize the City Treasurer to sign the letter of agreement, effective November 15, 2020 through November 15, 2023 (by Committee of the Whole).

### COMMUNITY DEVELOPMENT

13. **Ordinance:** Consider Ordinance No. 2976, amending Ordinance No. 2973 to correct typographical errors regarding the original zoning district (4<sup>th</sup> District).

### ENGINEERING

14. **Motion:** Consider a motion to award the 2020-2021 Private Property Maintenance Contract to Robie's Grading LLC for the bid proposal of \$132.00/per ton (by Committee of the Whole).

15. **Resolution:** Consider Resolution No. 12161-060220, approving a Storm Water Management Practices Maintenance Agreement with Vision Property Group, LLC for their Vision Medical Center development located at 10148 S. 27<sup>th</sup> St. (Tax Key No. 927-9995) (6<sup>th</sup> District).

### **LICENSE COMMITTEE**

16. **Motion:** Consider a motion to grant the 2020-21 renewal business alcohol license requests as listed on the 6/2/20 License Committee Report, with issuance subject to final inspection approvals listed and payment of any fees or obligations (by Committee of the Whole).
17. **Motion:** Consider a motion to grant the various license requests as listed on the 6/2/20 License Committee Report (by Committee of the Whole).

### **VENDOR SUMMARY**

18. **Motion:** Consider a motion to approve the May 27, 2020 Vendor Summary Report in the total amount of \$343,655.56 (by Committee of the Whole).

### **Adjournment.**

#### **Public Notice**

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 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**  
**CHESTER "CHET" GROBSCHMIDT**  
**ON HIS 100<sup>TH</sup> BIRTHDAY**

WHEREAS, on June 8, 1920, Chester Grobschmidt was born on the family farm in the Town of Lake to John and Anna Grobschmidt; and

WHEREAS, Chet was one of five children, which included two brothers, Gilbert and John, and two sisters, Lucille and Delores; and

WHEREAS, when Chet was six years old, because of his fathers' asthma, the family gave up farming and moved to South Milwaukee; and

WHEREAS, during these times, Chet would help his father supplement the family's income by working part time before and after school and even during his lunch break; and

WHEREAS, Chet remembers these times being hard, with his family on county aid and supplemental foods, but like most hard times, the experience taught him to be humble and close to his family; and

WHEREAS, Chet started his academic life at St. Mary's Grade School before advancing to South Milwaukee High School, where he graduated from in 1938; and

WHEREAS, in January 1943, Chet left on the ship, Cape Perpetua, heading for New Guinea where he served in the United States Navy through 1945; and

WHEREAS, being one degree off of the equator, Chet describes his experience in the New Guinea climate as tough, with very little food available to them due to environmental conditions; and

WHEREAS, upon returning from the war in 1946, Chet began dating Leone Repech, a girl who he had met before joining the Navy and had corresponded with throughout his time in the service; and

WHEREAS, in 1947, Chet and Leone married and had two children, Richard and Karen, and were together until her death in 1982; and

WHEREAS, after Leone's passing, Chet spent ten years on his own before Lorraine Schweitzer, a long-time friend, asked him to dinner. Some time later, Chet and Lorraine married, and he blessed with four step-children, Sharon Ann, Pat, John and Jim, to add to his family; and

WHEREAS, Chet has also been blessed with three grandchildren, Tamara, Brian and Gregory, and three great grandchildren, Josie, Harper and Benny; and

WHEREAS, Chet worked at Bucyrus Erie as a template maker for 28 years and was the well-loved and respected Mayor of South Milwaukee for 28 years; and

WHEREAS, over time, Chet has acquired a talent for growing dahlia's and has a garden at Meadowmere Oak Creek Senior Living Community dedicated to them every year, which he generously shares with the residents and staff; and

WHEREAS, in addition to tending to his beautiful dahlia's, Chet is the moderator of the monthly "Chet Chat" at Meadowmere, where local dignitaries, benevolent organizations or anyone of interest to the residents gather for round table discussions; and

WHEREAS, Chester "Chet" Grobschmidt will be 100 years "young" on Monday, June 8, 2020. A celebration in honor of Chester will be held at his residence, Meadowmere Oak Creek Senior Living Community.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Oak Creek hereby congratulates Chester "Chet" Grobschmidt 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 Chester Grobschmidt.

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

\_\_\_\_\_  
Daniel Bukiewicz, Mayor

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

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING  
BEFORE THE OAK CREEK COMMON COUNCIL

IMPORTANT NOTICE

This meeting will be held by video conference only. The City Hall remains **CLOSED** to the public. Persons wishing to participate, including applicants and their representatives, must register via <http://ocwi.org/register> prior to the meeting. The video conference will begin at 6:55 PM to allow participants to log in.

Persons who wish to view the meeting live without participating may visit the City of Oak Creek YouTube page at <http://ocwi.org/livestream>.

Persons requiring other reasonable accommodations may contact the City at 414-766-7000. Requests should be made as far in advance as possible, preferably a minimum of 48 hours.

**PURPOSE:**

The purpose of this public hearing is to consider a request submitted by Sam Dickman, Central Land Co. III, LLC, for a Conditional Use Permit for freight yard / freight terminal / trans-shipment depot facilities within the proposed multitenant industrial building on the property at 10650 S. Oakview Parkway.

- Hearing Date:** June 2, 2020
- Time:** 7:00 PM
- Place:** Online video conference only (see above)
- Applicant(s):** Sam Dickman, Central Land Co. III, LLC
- Property Owner(s):** Central Land Co. III, LLC
- Property Location(s):** 10650 S. Oakview Parkway
- Tax Key(s):** 955-1043-000

**Legal Description:**

Lot 1 of Certified Survey Map No. 9131, recorded on May 7, 2019 as Document No. 10868362, located in the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 32, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

The Common Council has scheduled other public hearings for June 2, 2020 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: May 6, 2020  
CITY OF OAK CREEK COMMON COUNCIL  
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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



## COMMON COUNCIL REPORT

**Item:** Conditional Use Permit - freight yard/freight terminal/trans-shipment depot facilities - Central Land Co. III, LLC

**Recommendation:** That the Council adopts Ordinance 2975, an ordinance to approve a Conditional Use Permit for freight yard/freight terminal/trans-shipment depot facilities in the multitenant building on the property at 10650 S. Oakview Parkway.

**Fiscal Impact:** Approval will allow for the use and occupancy of a proposed multitenant manufacturing building with tenants that may include freight yard/freight terminal/trans-shipment depot components as part or all of their operations. The project will yield positive fiscal impacts in terms of assessed value, review fees, and permit and impact fees (est. \$47,558). Tenant buildouts will continue to yield positive fiscal impacts with permits and/or licenses. This property is part of TID 8.

- 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 Applicants are requesting approval of Conditional Use approval for freight yard/freight terminal/trans-shipment depot facility(ies) for the property at 10650 S. Oakview Parkway. Freight yard/freight terminal/trans-shipment depot facilities are Conditional Uses in the M-1, Manufacturing district.

Site and building plans were approved by the Plan Commission on April 14, 2020 for a multitenant industrial building that could accommodate up to five (5) tenants on the property. Although tenants have not been specified in the submitted narrative, the Applicant does have a potential lease for at least one of the tenant spaces. However, to allow for flexibility, the Conditional Use Permit would apply to the entire property, allowing any or all of the tenants to operate a freight yard/freight terminal/trans-shipment depot facility.

Proposed plans included a total of 25 overhead dock doors on the south, seven (7) stalls on the southeast portion of the property, and 110 customer/employee parking stalls on the north. It is anticipated that approximately 75 employees will be onsite for one daytime shift, and operations are expected to be between 6:30 AM and 10:00 PM. Hours and days of operation will likely change based on tenant operational needs. It will be the responsibility of the landowner and/or their management company to ensure that adequate parking is provided for all tenants. Outdoor storage would be limited to parking of trucks and trailers in the docks and stalls on the south.

---

The Plan Commission reviewed this request during their April 14 & 28, 2020 meetings. The request was recommended for approval subject to the attached Conditions and Restrictions.

**Options/Alternatives:** Council has the discretion to modify the proposed Conditions and Restrictions as part of the approval of the Conditional Use Permit.

---

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:

Ord. 2975

Location Map

Hearing Notice

Plan Commission meeting minutes

Narrative (1 page)

Site Plan (1 page)

Conditions and Restrictions

ORDINANCE NO. 2975

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

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR  
FREIGHT YARD / FREIGHT TERMINAL / TRANS-SHIPMENT DEPOT FACILITIES AT  
10650 S. OAKVIEW PARKWAY

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

WHEREAS, SAM DICKMAN, CENTRAL LAND CO. III, LLC, has applied for a Conditional Use Permit that would allow for Freight Yard / Freight Terminal / Trans-shipment Depot Facilities on the property at 10650 S. Oakview Parkway; and

WHEREAS, the properties are more precisely described as follows:

Lot 1 of Certified Survey Map No. 9131, recorded on May 7, 2019 as Document No. 10868362, located in the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 32, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

WHEREAS, the Plan Commission has reviewed this proposal and has recommended that the Conditional Use be approved; and

WHEREAS, the Common Council held a public hearing on this matter on June 2, 2020, at which time all interested parties appeared and were heard; and

WHEREAS, the Plan Commission had recommended that the application for a Conditional Use be approved and authorized subject, however, to the imposition of certain conditions and restrictions upon the design, construction, location and operation of this Conditional Use, and which conditions and restrictions are incorporated by reference into the Conditional Use Permit; and

WHEREAS, following said public hearing and upon recommendation of approval of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the Conditional Use were approved and authorized for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Conditional Use.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Building Commissioner is hereby authorized to grant a Conditional Use Permit for Freight Yard / Freight Terminal / Trans-shipment Depot Facilities on the property at 10650 S. Oakview Parkway, which shall include the aforementioned conditions and restrictions.

SECTION 2: The Conditional Use is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for



Freight Yard / Freight Terminal / Trans-shipment Depot Facilities on the property at 10650 S. Oakview Parkway.

SECTION 3: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 4: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this 2<sup>nd</sup> day of June, 2020.

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

Approved this 2<sup>nd</sup> day of June, 2020.

\_\_\_\_\_  
Mayor

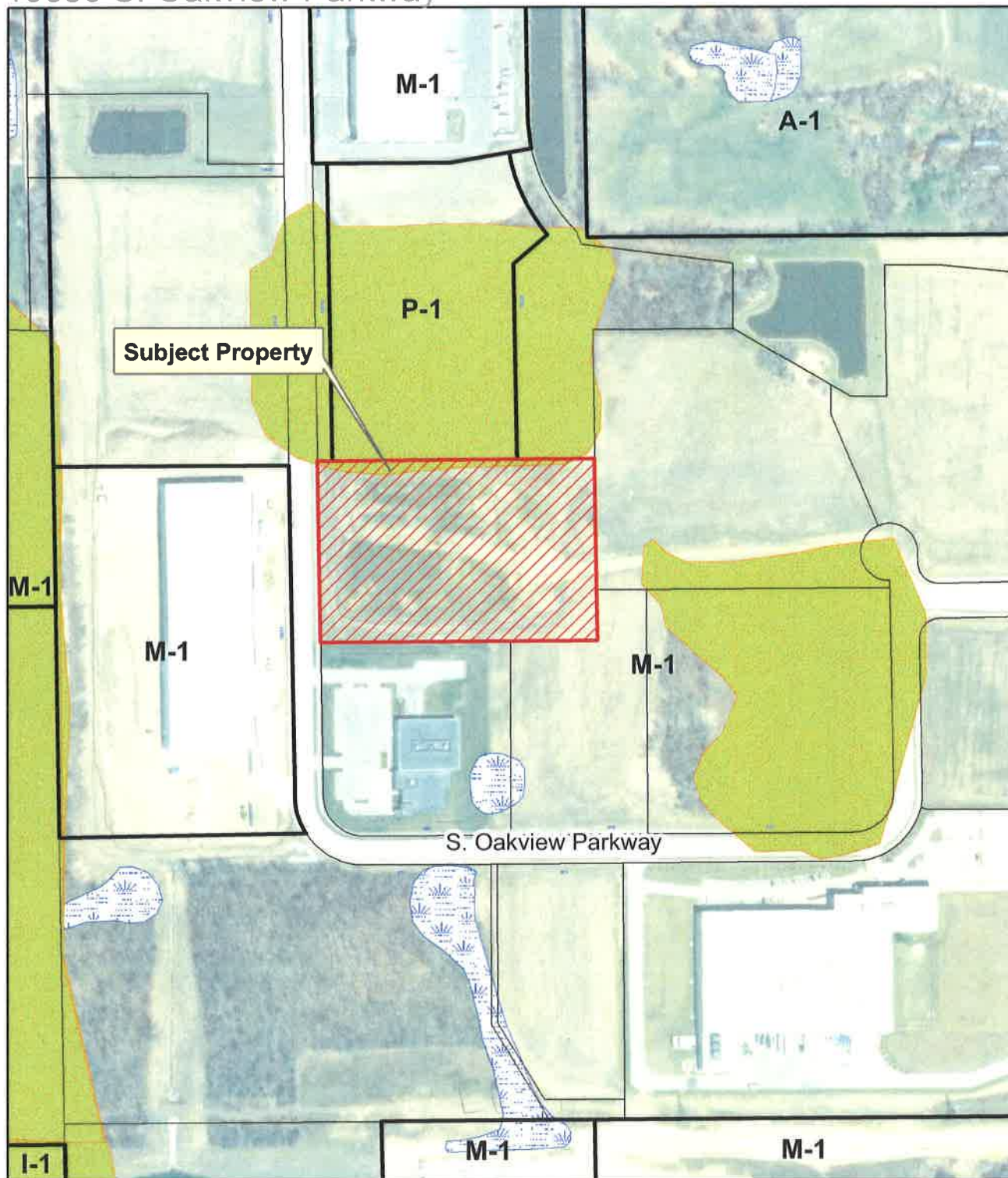
ATTEST:

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

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

# Location Map

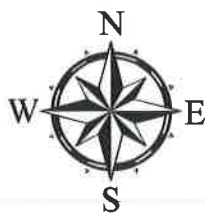
## 10650 S. Oakview Parkway






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



Department of Community Development



### Legend

-  10650 S. Oakview Parkway
-  DNR Wetlands Inventory
-  Environmental Corridor

TO BE PUBLISHED MAY 13 & 20, 2020

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING  
BEFORE THE OAK CREEK COMMON COUNCIL

IMPORTANT NOTICE

This meeting will be held by video conference only. The City Hall remains CLOSED to the public. Persons wishing to participate, including applicants and their representatives, must register via <http://ocwi.org/register> prior to the meeting. The video conference will begin at 6:55 PM to allow participants to log in.

Persons who wish to view the meeting live without participating may visit the City of Oak Creek YouTube page at <http://ocwi.org/livestream>.

Persons requiring other reasonable accommodations may contact the City at 414-766-7000. Requests should be made as far in advance as possible, preferably a minimum of 48 hours.

**PURPOSE:**

The purpose of this public hearing is to consider a request submitted by Sam Dickman, Central Land Co. III, LLC, for a Conditional Use Permit for freight yard / freight terminal / trans-shipment depot facilities within the proposed multitenant industrial building on the property at 10650 S. Oakview Parkway.

**Hearing Date:**

June 2, 2020

**Time:**

7:00 PM

**Place:**

Online video conference only (see above)

**Applicant(s):**

Sam Dickman, Central Land Co. III, LLC

**Property Owner(s):**

Central Land Co. III, LLC

**Property Location(s):**

10650 S. Oakview Parkway

**Tax Key(s):**

955-1043-000

**Legal Description:**

Lot 1 of Certified Survey Map No. 9131, recorded on May 7, 2019 as Document No. 10868362, located in the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 32, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

The Common Council has scheduled other public hearings for June 2, 2020 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: May 6, 2020  
CITY OF OAK CREEK COMMON COUNCIL  
By: Daniel J. Bukiewicz, Mayor

**PUBLIC NOTICE**

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

**MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, April 14, 2020**

**PLAN REVIEW  
DICKMAN CO.  
10650 S. OAKVIEW PARKWAY  
TAX KEY NO. 955-1043-000**

Planner Papelbon provided an overview of the proposed site, building, and related plan review for a proposed multitenant industrial building at 10650 S. Oakview Parkway (see staff report for details).

Commissioner Hanna questioned if the traffic signal and the capacity of Oakwood Road would be adequate with the increase in employees for the tenant spaces, and if this would affect the safety and concerns for the area.

Commissioner Sullivan stated that there was a Traffic Impact Analysis (TIA) done when FedEx went into the industrial park north of Oakwood Road. This included a full build-out of Oakview Parkway and the signal on Oakwood Road. He notes that trucks are not allowed to go west on Oakwood Road. Engineering is satisfied with the type of traffic, hours, and the number of employees at this point.

Commissioner Chandler asked the applicant about the tenants that would be in these three locations.

Sam Dickman, Jr., 2224 S. Kensington Blvd, Shorewood, WI, replied that they are working with some of their existing tenants that occupy their other buildings in the Park who may need to expand. The applicant is also talking to some new tenants with light assembly, manufacturing, or distribution.

Commissioner Chandler asked to have a review on the entrances of the building, as she thought she saw quite a few entrances, but some may have been windows.

Planner Papelbon stated that the north elevation has 5 entrances: 3 are the main entrances at the far corners and center of the building that lead into the offices, and 2 secondary entrances in between.

Mayor Bukiewicz commented that this is a very nice-looking building out of all the multitenant buildings the Plan Commission has seen thus far.

Commissioner Hanna moved that the Plan Commission approves the site and building plans submitted by Samuel Dickman, Central Land Co. III, LLC, for the property at 10650 S. Oakview Pkwy. with the following conditions:

1. That all relevant Code requirements remain in effect.
2. That the plans are revised to include locations for all mechanicals, transformers, and utilities. All mechanical equipment, transformers, and utility boxes (ground, building, and rooftop) shall be screened from view.

3. That a detailed Master Sign Plan is reviewed and approved by the Plan Commission prior to submission of sign permit applications.
4. That all detailed, revised plans are submitted in digital format to the Department of Community Development prior to submission of permit applications.

Commissioner Chandler seconded. On roll call: all voted aye. Motion carried.

**CONDITIONAL USE PERMIT  
DICKMAN CO.  
10650 S. OAKVIEW PARKWAY  
TAX KEY NO. 955-1043-000**

Planner Papelbon provided an overview of the conditional use permit for a proposed freight yard / freight terminal / trans-shipment depot facility for the property at 10650 S. Oakview Parkway (see staff report for details).

Alderman Guzikowski wondered if the Fire Department would have any concerns with the docks.

Assistant Fire Chief Mike Havey stated the Fire Department has no concerns.

Commissioner Hannah moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit for freight yard/freight terminal/trans-shipment depot facilities within the multitenant building on the property at 10650 S. Oakview Parkway, after a public hearing and subject to Conditions and Restrictions that will be prepared for the Plan Commission's review at the next meeting (April 24, 2020) *NOTE: this was an error as the next scheduled meeting is April 28, 2020.*

Alderman Loreck seconded. On roll call: all voted aye. Motion carried.

ATTEST:

  
\_\_\_\_\_  
Douglas Seymour, Plan Commission Secretary

4-28-20  
\_\_\_\_\_  
Date

## PLAN COMMISSION APPLICATION

Building Size: 110,400 square feet

Demised Space: 110,400 square feet

Office Space: 7,000 square feet

Number of Employees: 75

Hours of Operation: 6:30 a.m. to 10:00 p.m.

Property Modifications: Build out of office space.

Frequency of Deliveries: 25 semi-trailers

Truck Parking: Up to 8 trailer may be stored at night in the rear of the property in the designated area. This area is well lit and has a dolly pad for the trailers.

Car Parking Stalls: 107

Outdoor Storage: None

Use: Assembly, processing, manufacturing, storage, distribution, warehousing, delivery services, transportation and logistics, as well as ancillary office, professional and administrative uses consistent with the M-1 Manufacturing District





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

**Applicant:** Sam Dickman, Central Land Co. III, LLC  
**Property Address:** 10650 S. Oakview Parkway  
**Tax Key Number(s):** 955-1043-000  
**Conditional Use:** Freight yard/freight terminal/trans-shipment depot facilities

**Approved by Plan Commission:** TBD  
**Approved by Common Council:** TBD  
(Ord. TBD)

**1. LEGAL DESCRIPTION**

Lot 1 of Certified Survey Map No. 9131, recorded on May 7, 2019 as Document No. 10868362, located in the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 32, Town 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

**2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS**

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

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

**1) General Development Plan**

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

**2) Landscape Plan**

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

**3) Building Plan**

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

**4) Lighting Plan**

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

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

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

**6) Fire Protection**

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

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

D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for

approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.

- E. A landscaping plan must be submitted for review and approval by the Plan Commission prior to the issuance of a building or occupancy permit. Landscaping shall be installed in accordance with plans approved by the Plan Commission April 14, 2020 ,and all applicable Codes and policies.
- F. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- G. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to those allowed by the M-1, Manufacturing zoning district, the OakView Business Park PUD, these Conditions and Restrictions, plans approved by the Plan Commission April 14, 2020, and all applicable sections of the Municipal Code (as amended).
- B. There shall be no parking or storage of vehicles, equipment, merchandise, parts, or supplies within designated public and employee parking areas. Outdoor storage shall be limited to the parking of trucks and trailers associated with the business, and shall be located in designated loading dock areas & striped stalls on the south portion of the property. There shall be no storage of unlicensed, non-operational vehicles, equipment, merchandise, parts, supplies, or any other materials.
- C. All parking areas shall be striped and landscaped in accordance with approved site plans and applicable Codes.
- D. Any change to the occupancy of the site or building shall conform to all Building, Fire, and Municipal Code requirements (as amended).
- E. Solid waste collection and recycling shall be the responsibility of the owner.
- F. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), these Conditions and Restrictions (see Section 3 above), and plans approved by the Plan Commission April 14, 2020.

5. LIGHTING

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

6. BUILDING AND PARKING SETBACKS\*

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure(s)	40 ft	20 ft	20 ft / 15 ft (W)
Accessory Structure(s)*	40 ft	20 ft	20 ft
Off-street Parking	30 ft	5 ft	5 ft

*\*No accessory structures shall be permitted in the front yard nor shall any structures be permitted in required buffer yards. See plans approved by the Plan Commission November 27, 2018.*

7. TIME OF COMPLIANCE

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

8. DURATION OF CONDITIONAL USE PERMIT

This Conditional Use Permit is limited in duration to ten (10) years from the date of issuance of the Conditional Use Permit. The owner may apply for an extension of this Conditional Use Permit. The process for extension of the Conditional Use Permit shall follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

9. OTHER REGULATIONS

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

10. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use Permit is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other City ordinances.

11. REVOCATION

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

12. ACKNOWLEDGEMENT

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

\_\_\_\_\_  
Owner / Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(please print name)

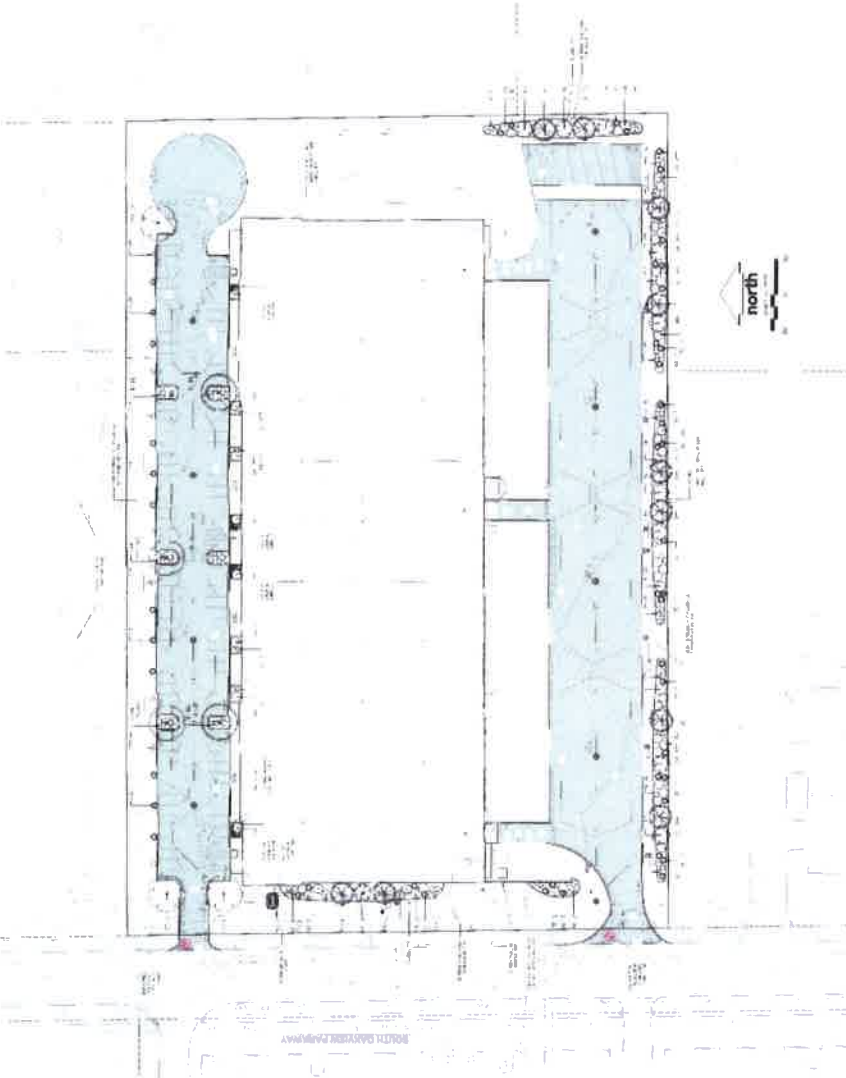
**EXHIBIT A: SITE PLAN APPROVED APRIL 14, 2020**

OAKVIEW INDUSTRIAL FACILITY IV  
10650 S OAKVIEW PARKWAY  
OAKVIEW BUSINESS PARK  
LOT 1 OF CSM NO 9131  
CITY OF OAK CREEK, WI

LANDSCAPE PLAN

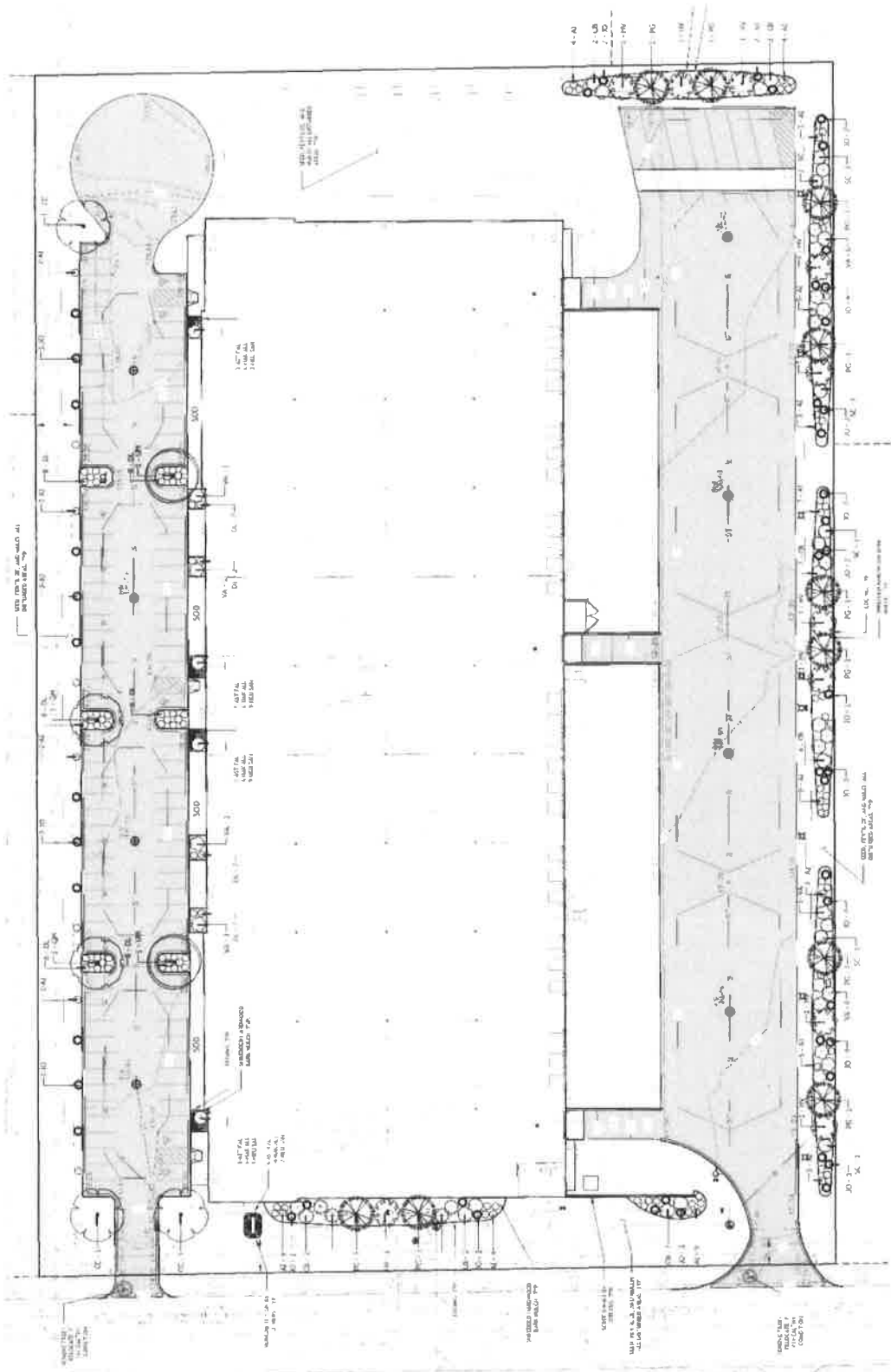
BRIGHN DESIGN GROUP  
10000 WISCONSIN AVENUE  
SUITE 200  
MILWAUKEE, WI 53227  
TEL: 414.461.1100  
WWW.BRIGHNDESIGN.COM

0.17



 **WILLIAM BUS**  
Professional Engineer  
No. 100000  
State of Wisconsin  
Civil Engineering  
JSD  
JSD & ASSOCIATES, INC.  
10000 WISCONSIN AVENUE  
SUITE 200  
MILWAUKEE, WI 53227  
TEL: 414.461.1100  
WWW.JSDANDASSOCIATES.COM

**EXHIBIT A CONT'D: APPROVED SITE PLAN (ENLARGED)**



## COMMON COUNCIL REPORT

**Item:** Approval of Resolution 12163-060220

**Recommendation:** That the Common Council approves Resolution 12163-060220 approving the updated intergovernmental agreement for fire and other protection services for the 2020 Democratic National Convention in Milwaukee, Wisconsin.

**Fiscal Impact:** This intergovernmental agreement provides the framework for the request of compensation for costs associated with providing support personnel for the event.

**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:** Due to the Covid-19 pandemic, the dates for the 2020 Democratic National Convention (DNC) have been changed to August 17<sup>th</sup> through the 20<sup>th</sup>, 2020. The Milwaukee Fire Department has provided the Oak Creek Fire Department with an updated intergovernmental agreement (IGA) and Reimbursement Request Form that reflect the changes in dates, extensions of deadlines, and confirmation of the receipt of the federal security grant that will be used for reimbursement of police and fire costs.

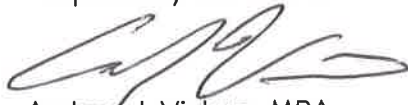
As with the original dates, the DNC may require a significant number of fire service resources to meet the objectives of the convention security plan. These objectives generally include the deployment of fire personnel to standby during official convention events in the Milwaukee metropolitan area. As the lead fire agency for this event, the Milwaukee Fire Department is requesting personnel and resource assistance from other Milwaukee County fire departments.

This intergovernmental agreement provides the structure for the identification, selection, and training of Oak Creek Fire Department personnel who may be deployed as resources during the convention. Additionally, this agreement provides the City of Oak Creek with the ability to request reimbursement for personnel costs associated with our participation in official convention events, including those official events that may occur in the City of Oak Creek. At this time, the fire department anticipates that our resource allocation to official events outside of the City of Oak Creek will be limited.

**Options/Alternatives:** NA


---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Michael Kressuk, Jr.  
Fire Chief

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/Comptroller

---

Attachments:

Updated IGA

Exhibit C - Finalized

Resolution



Intergovernmental Agreement for Fire & Other Protection Services  
for the 2020 Democratic National Convention in Milwaukee, Wisconsin

City of Oak Creek Fire Department

**This Intergovernmental Agreement** for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of June 2, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Oak Creek, Wisconsin (the “Agency”) for the provision of Fire & Other Protection Services, as defined below, to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention dignitaries.

**1. Definitions.**

“Agreement” means this Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MFD Commanding Officer and to coordinate Agency Personnel in such a manner as to carry out those assignments. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means any and all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes firefighters, EMTs, paramedics, HazMat team members and other fire and rescue personnel employed by the Agency that are licensed or certified to perform such work according to Wisconsin state law and the local laws of the Agency.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MFD.

“City MFD” means the City of Milwaukee Fire Department, a department of the City.

“City MFD Commanding Officer” means any City MFD staff holding any of the following positions: Incident Commander, Branch Director or Division Supervisor, as identified to Agency Personnel upon receiving their Convention assignment from the City MFD.

“City MFD Policies” means City MFD’s standard operating procedures, along with those state and local laws regulating Fire & Other Protection Services in the State of Wisconsin and the City of Milwaukee. City MFD Policies are available to Agency upon request.

“Convention” means the 2020 Democratic National Convention scheduled to take place August 17 to 20, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s Fire & Other Protection Services are required to supplement the City’s Fire & Other Protection Services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately August 14, 2020 through August 21, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Fire & Other Protection Services” means fire, emergency medical services (EMS), HazMat, technical rescue and any other services typically provided by a fire department. Fire & Other Protection Services includes the services of personnel but not the provision or usage of equipment owned by Agency other than personal equipment described in Section 5.9, below.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by a City MFD Commanding Officer utilizing forms created by City MFD. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email

account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not In Writing and should not be used for official purposes.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police and Fire & Other Protection Services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

## **2. Authority.**

2.1. Statutory Authority. Wisconsin Statutes §66.0301 allows a Wisconsin municipality to contract with other municipalities and with federally recognized Indian tribes and bands in Wisconsin for the receipt or furnishing of services, including Fire & Other Protection Services, or the joint exercise of any power or duty required or authorized by law.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party’s governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

## **3. Background.**

3.1. The City has been designated as the host city of the Convention by the DNC, to be held August 17 to 20, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been or is expected to be classified by the USDHS as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MFD is responsible for coordinating Fire & Other Protection Services in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional fire department personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency's fire department provides Fire & Other Protection Services to the City of Oak Creek, Wisconsin under the authority granted by applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period or during such other period of time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer.

#### **4. Organizational Structure.**

4.1. Unified Incident Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City through a unified incident command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MFD is the Lead Local Fire Department. City MFD is the lead local fire department for purposes of Convention Security Plan. City MFD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MFD as necessary, or upon request of Agency.

4.3. City MFD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MFD Policies. Agency acknowledges its possession of and familiarity with the City MFD Policies due to prior interactions between City MFD and Agency under existing mutual aid and other shared services agreements. Agency shall disseminate City MFD Policies to Agency Personnel and shall

ensure that Agency Personnel have been trained on those City MFD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MFD Policies, Agency will instruct its Agency Personnel to follow City MFD Policies with respect to the services provided by Agency hereunder.

## **5. Agency Responsibilities.**

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MFD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MFD, and in conformance with the deadlines specified by City MFD. City MFD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MFD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to Fire & Other Protection Services in which Agency Personnel are already experienced, and are also licensed or certified to participate in under Wisconsin law.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by the City MFD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MFD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of the City MFD Commanding Officer and the requirements of the Security Plan shall control.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MFD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MFD presently expects to provide a Field Operations Guide to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MFD, the Milwaukee Police Department, the City Comptroller or the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by the Milwaukee Police

Department or Milwaukee City Attorney's Office as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in administrative, criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank]

5.7. Agency Personnel Names to be Sent to City MFD. Agency will provide to City MFD a list of all Agency Personnel that Agency intends to provide under this Agreement at least 6 months before the Convention Security Period. The list shall be provided in the format provided in Exhibit A and shall specify both the regular hourly wage rates and hourly overtime rates of each Agency Personnel with a description attached to Exhibit A that defines the criteria that would trigger the overtime rate to be charged, if ever, during the Convention Security Period.

5.8. Agency Personnel Criteria. Each Agency Personnel provided by Agency shall meet the following criteria:

5.8.1. Each Agency Personnel must, at a minimum, be duly licensed or certified as a full-time professional firefighter qualified as a Firefighter Level II with EMT-Basic in the State of Wisconsin. Some Agency Personnel, as determined by City MFD, will be required to hold HazMat or technical rescue certifications or paramedic licenses. Statutory certification and licensing requirements for each Agency Personnel shall be forwarded to the City MFD with the list of all Agency Personnel required by section 5.7. Agency shall provide no Agency Personnel that does not meet these minimum requirements unless agreed to in writing in advance by City MFD.

5.8.2. Each Agency Personnel, by reason of experience, training and physical fitness, must be qualified and capable of performing the duties required of an active duty firefighter. HazMat personnel. EMT or paramedic assigned to an event of the Convention's size and scope and as relevant to that person's individual assignment.

5.8.3. Each Agency Personnel is required to complete training required by the Agency Personnel's Convention assignment as determined by City MFD or USSS.

5.8.4. [Intentionally left blank]

5.8.5. Each Agency Personnel must be an employee in good standing with the Agency. The Agency shall promptly notify City MFD in the event that any Agency Personnel is no longer in good standing with the Agency and the

Agency shall remove that person from the list of Agency Personnel providing services under this Agreement.

5.8.6. No Agency Personnel may have (i) been sued in an individual capacity in the last three years and adjudicated as negligent in providing Fire & Other Protection Services or liable for any civil rights violation, or (ii) had any sustained complaints for failing to comply with an employer's standard operating policies, procedures or guidelines that resulted in an injury to a person or property within the last five years.

5.9. Agency Personnel Equipment.

5.9.1 Each Agency Personnel shall be equipped by Agency at Agency's own expense, with an appropriate uniform and equipment customarily assigned to personnel filling the functions of the Agency Personnel's expected assigned Convention-related duties, including but not limited to: radio, Agency identification and personal protective equipment, or PPE (for firefighters this shall include NFPA-compliant structural firefighting ensemble and self-contained breathing apparatus with face piece).

5.9.2. Any equipment or gear that are not customarily assigned to Agency Personnel by Agency as described in subsection 5.9.1, above, may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MFD in writing no later than May 1, 2020, and City MFD consents In Writing to the use of the requested additional equipment, or (b) such equipment is provided by Agency pursuant to MABAS, as described in subsection 5.9.4.

5.9.3. Equipment sent with Agency Personnel shall be limited to equipment issued by Agency for its employees in the normal course. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.9.4. All equipment other than personal equipment described in subsection 5.9.1, above, provided by Agency for the Convention shall be provided pursuant the Mutual Aid Box Alarm System ("MABAS") and all terms of existing MABAS agreements shall control with regard to all Agency-owned equipment borrowed by City from Agency for the Convention.

5.10. City MFD Can Decline Agency Personnel. At any time during the term of this Agreement, City MFD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MFD declines assignment or deployment of Agency Personnel due to no fault of Agency

or Agency Personnel, City MFD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in subsec. 14.2 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MFD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

**6. City Responsibilities.** In addition to its lead local fire department responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel, as determined necessary by City MFD or USSS.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide Fire & Other Protection Services for the Convention. The commute will be to a location designated by the MFD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MFD will provide food location assignments to Agency prior to the Convention Security Period. City will not provide lodging to Agency Personnel due to Agency's proximity to the Metropolitan Area.

**7. Payment Terms.**

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency's own risk.



7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training, for each Agency Personnel whose services are actually utilized by the City MFD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel is considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MFD Commanding Officer or designee and the time that they check out with a City MFD Commanding Officer or designee at the end of their shift. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits and the hours worked shall not exceed the hours established for the Agency Personnel by the City MFD Commanding Officer unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least six months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the then-current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MFD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City, etc.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold any available payment until the City is satisfied that corrective action has been taken or completed. This right is in addition to and not in lieu of the City's right of termination.

7.3. [Intentionally Omitted]

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a sub-recipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be provided to by June 1, 2020, and is incorporated into this Agreement by reference. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

## **8. Services and Procedures.**

8.1. Limitations of Authority. The services to be provided shall be determined by City MFD and are limited in accordance with the procedures and assignments that shall be provided by City MFD.

8.2. Activities. Methods employed by the Agency Personnel shall conform to the lawful commands of the City MFD Commanding Officer or his/her designee, City MFD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

**9. Term.** The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in administrative proceedings and/or criminal and/or civil trials.

**10. Consideration.** Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MFD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

## **11. Independent Contractor.**

11.1. No Business Association. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the

Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

11.2. Agency Personnel Remain Employees of Agency. Except to the extent covered by the reimbursement by City of compensation for Agency Personnel, specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency Personnel remain employees of Agency. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Agency for those expenses under the terms of this Agreement.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency for investigation with appropriate notice to Agency.

## **12. Liability.**

12.1. Each Party Responsible for Own Acts or Omissions. Each Party agrees that it will be responsible for its own acts and/or omissions and those of its Agency Personnel, officials, employees, representatives and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

## **13. Records.**

13.1. [Intentionally Left Blank]

13.2 Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term “record” shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency hereby confirms that it is a “covered entity” for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration the records retention period described in Section 13.4, above.

13.6. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

#### **14. Early Termination.**

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement without cause, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may terminate this Agreement without payment of costs if Agency fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency fails to cure such default within seven calendar days after the City or City MFD provides Agency with notice of such failure.

##### 14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to May 1, 2020 upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement on or after May 1, 2020, only upon the occurrence of an Agency Emergency Event, including continuation of emergency orders in Agency's jurisdiction related to the COVID-19, or coronavirus, pandemic. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsecs. 14.2.1 and 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 14 calendar days after the Agency provides City with notice of such failure.

14.2.4. Despite the language in this section about refunding of costs, funds or other payments made by City to Agency, it is not expected that there will be

any costs, funds or other payments made to Agency prior to the Convention Security Period.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

**15. Governing Law.** This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

**16. Notices.** All notices required under this Agreement shall be provided to:

To the City: Chief Mark Rohlfig  
711 West Wells Street  
Milwaukee, WI 53233  
*mrohlfig@milwaukee.gov*  
Via email and paper copy sent via U.S. Mail

With courtesy copies, sent via email, which shall not constitute notice to:

Deputy City Attorney Mary Schanning  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202  
Courtesy copy which shall not constitute notice to  
*mschan@milwaukee.gov*

Assistant Chief David Votsis  
711 West Wells Street  
Milwaukee, WI 53233  
*dvotsi@milwaukee.gov*

Deputy Chief Kevin Hafemann  
711 West Wells Street  
Milwaukee WI 53233  
*khafem@milwaukee.gov*

To Agency: Michael Kressuk  
Fire Chief  
Oak Creek Fire Department  
7000 South 6th Street  
Oak Creek, WI 53154  
*mkressuk@oakcreekwi.org*

**17. Additional Provisions.**

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

***SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)***



The Parties have executed this Agreement as on the dates set forth below.

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Mark Rohlfing, Fire Chief

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Martin Matson, City Comptroller

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

Authorizing Resolution: 191192

Approved as to Form and Execution:

\_\_\_\_\_  
Office of the City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF OAK CREEK**

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

Daniel J. Bukiewicz

Its: \_\_\_\_\_

Mayor  
(Title)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

Catherine A. Roeske

Its: \_\_\_\_\_

City Clerk  
(Title)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

1077-2018-1850:264948



## Exhibit B

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))

Portions in yellow will be updated after the federal DOJ BJA grant is awarded in early 2020

## Exhibit C

(Electronic version available from Captain Derrick Harris, [धारri@milwaukee.gov](mailto:धारri@milwaukee.gov))



**EXHIBIT C**  
**2020 Democratic National Convention**  
**DNC Reimbursement Request Form**



<b>Assisting Agency:</b>		
<b>Prepared By:</b>	<b>Contact Phone's #:</b>	<b>Signature:</b>
<b>Approved By:</b>	<b>Contact Phone's #:</b>	<b>Signature:</b>

<b>Personnel Costs</b>							
	Number of Personnel	Total Regular Hours	Total Overtime Hours	Total Regular Cost	Total Overtime Cost	Total Regular and Overtime Cost	
				\$ -	\$ -	\$ -	
<b>Three sets of documentation are required:</b>							
<p>a. Outside Agency Tracking Form. These forms were signed off on by the personnel during the event and in the possession of the City of Milwaukee (City). If you are in possession of any of these timesheets, please provide them to the City as soon as possible.</p> <p>b. Daily work records/work logs, time and attendance records, payroll registers. This includes whatever your typical system is to track payroll. This will be submitted as part of the reimbursement package. These records will be reconciled against the timesheets in order to approve final reimbursement. For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.</p> <p>c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form).</p>						Pension Rate	0.00%
						FICA Rate	0.00%
						Medicare Rate	0.00%
						Other Benefits Rate	0.00%
						Total Fringe	\$ -
						Total Wages	\$ -

<b>Food Per Diem Costs (Travel Days only)</b>				
Meals: Travel days will be paid at 75% as stipulated by federal regulations. <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a>	Number of Officers	Number of Days (Combine To and From - Prorated)	Federal Per Diem Food Rate (Travel Days)	Total Cost
Note: Travel day meal per diems will not be reimbursed for outside agencies that are within 100 miles of Milwaukee.			\$ 49.50	\$ -

<b>Transportation Costs (Travel Days only)</b>				
<b>Airfare:</b> Receipt from airline or travel agent indicating name of traveler, dates of travel and total cost of ticket; receipt from airline indicating name of traveler, dates and cost of any baggage fees assessed; and boarding passes.	Number of Officers	Number of Tickets	Average Airfare Price (Per Round Trip)	Total Cost
			\$ -	\$ -
<b>Auto reimbursement:</b> Google map showing vehicle route to and from Milwaukee. Mileage reimbursed at federally approved rates: <a href="https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates">https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates</a> a. Motorcycles – \$0.545/mile – This includes fuel. b. Private Vehicles - \$0.575/mile – This includes fuel. c. Gov't Owned Vehicles - \$0.17/mile – This includes fuel.	Number of Vehicles	Total Miles (Combine to and From)	Mileage Rate	Total Cost
			\$ -	\$ -
<b>Bus/Vehicle Rentals:</b> Contract cost of rental vehicles or buses; highway and bridge toll fees.		Number of Buses/Rented Vehicles	Cost Per Bus/Rented Vehicle	Total Cost
			\$ -	\$ -

<b>Additional Requested Costs (Not Listed Above)</b>		
Additional Expenses: Please provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.	Description of Additional Cost	Amount of Total Cost
Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. <b>Example:</b> If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the invoice for the total cost of the lodging. <b>NOTE: Any reimbursement under this section must be preapproved in Writing by the City and such preapproval shall be attached to this form.</b>		\$ -
		\$ -
		\$ -

<b>Total Request for Reimbursement</b>		
All expenses incurred as described in the Intergovernmental Agreement and Estimate Cost Forms (ECF) are eligible for reimbursement. The costs initially provided were estimates and require documentation for final approval and reimbursement.  Note: Credit card statements are not considered a valid document for the purposes of reimbursement.	Salary	\$ -
	Per Diem	\$ -
	Transportation	\$ -
	Additional Expenses	\$ -
	<b>Total Cost</b>	<b>\$ -</b>

Please feel free to contact the following City of Milwaukee Personnel with any questions you may have:

Bryan Rynders 414-286-8524	Rhonda Kelsey 414-286-3639
Aaron Robinette 414-286-2340	Andrea Fowler 414-286-5563



## COMMON COUNCIL REPORT

**Item:** Approval of Resolution

**Recommendation:** That the Common Council approves Resolution 12162-060220 approving the intergovernmental agreement for police and other protection services for the 2020 Democratic National Convention in Milwaukee, Wisconsin

**Fiscal Impact:** This intergovernmental agreement provides the framework for the request of compensation for costs associated with providing support personnel for the event.

- 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 2020 Democratic National Convention in Milwaukee, Wisconsin, will require a significant number of police service resources to meet the objectives of the convention security plan. These objectives generally include the deployment of police personnel as security teams during official convention events in the Milwaukee metropolitan area. As the lead police agency for this event, the Milwaukee Police Department is requesting personnel and resource assistance from other Milwaukee County police departments, as well as other police agencies throughout Wisconsin and the United States. Although the DNC is scheduled from August 17-20<sup>th</sup>, 2020, the MOU does plan for the need for resources from August 14-21st, 2020 for sanctioned DNC events.

This intergovernmental agreement provides the structure for the identification, selection, and training of Oak Creek Police Department personnel who may be deployed as resources during the convention. Additionally, this agreement provides the City of Oak Creek with the ability to request reimbursement for personnel costs associated with our participation in official convention events, including those official events that may occur in the City of Oak Creek. At this time, the police department anticipates that our resource allocation to official events outside of the City of Oak Creek will be limited to our tactical response team.

**Options/Alternatives:** NA

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Steven J. Anderson  
Police Chief

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/Comptroller

---

Attachments: IGA with MPD

Intergovernmental Agreement for Law Enforcement Services for the 2020  
Democratic National Convention in Milwaukee, Wisconsin

Oak Creek Police Department

**This Intergovernmental Agreement** for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of June 2, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Oak Creek, Wisconsin (the “Agency”) for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

**1. Definitions.**

“Agreement” means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a subrecipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes, but is not limited to, Agency’s LEOs.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MPD.



“City MPD” means the City of Milwaukee Police Department, a department of the City.

“City MPD Commanding Officer” means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

“City MPD Policies” means City MPD’s Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD’s Code of Conduct and standard operating procedures are available online at <https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk>.

“Convention” means the 2020 Democratic National Convention scheduled to take place from August 17 to 20, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately August 14, 2020 through August 21, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph.

Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.

“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

## **2. Authority.**

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute,

ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

### **3. Background.**

3.1. The City has been designated as the host city of the Convention by the DNC, to be held August 17 to 20, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to the City of Oak Creek, Wisconsin, under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

### **4. Organizational Structure.**

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the

specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the relevant City MPD Policies within the training materials City MPD will provide to Agency on or before June 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel. City MPD shall train Agency Personnel on those City MPD Policies at the start of the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

## **5. Agency Responsibilities.**

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies. At this time, it is anticipated that all training will occur during the Convention Security Period when Agency Personnel are in Milwaukee. Any training that occurs prior to the Convention Security Period shall be at Agency's cost unless specifically identified as required training by City MPD In Writing.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7 of this Agreement.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an

“on duty” status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency’s performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement within 10 days of signing this Agreement or by June 1, 2020, whichever occurs later. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention’s size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will

complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, a device that contains oleoresin of capsicum, an electronic control device, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any other chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than June 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than July 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in Section 14 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

**6. City Responsibilities.** In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide services for the Convention. The commute will be to a location designated by the City MPD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MPD will provide food location assignments to Agency Personnel prior to the Convention Security Period. City will not provide lodging to Agency Personnel due to Agency's proximity to the Metropolitan Area.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

**7. Payment Terms.**

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either

through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4, or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by City MPD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MPD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)



7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold a reasonable amount of any due payment until corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3 of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. [Intentionally Omitted]

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a subrecipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be provided to Agency by June 1, 2020, and is incorporated into this Agreement by reference. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

## **8. Law Enforcement Procedures.**

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. 175.46. Except as provided in this Section 8.1, the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

**9. Term.** The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

**10. Consideration.** Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

**11. Independent Contractor.**

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3 of this Agreement.

11.2. Payment of Wages and Benefits for Agency Personnel. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

**12. Liability.**

12.1. Indemnification. The City shall indemnify Agency and Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope

of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

### **13. Records.**

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term “record” shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes. when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period

of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4, above.

#### **14. Early Termination.**

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Agency Personnel if that Agency Personnel receives training from City MPD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

##### 14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to May 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement on or after May 1, 2020, only upon the occurrence of an Agency Emergency Event, including continuation of emergency orders in Agency's jurisdiction related to the COVID-19, or coronavirus, pandemic. If Agency terminates prior to the Convention Security

Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.2.4. Despite the language in this section about refunding of costs, funds or other payments made by City to Agency, it is not expected that there will be any costs, funds or other payments made to Agency prior to the Convention Security Period.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

**15. Governing Law.** This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

**16. Notices.** All notices required under this Agreement shall be provided to:

To the City:                      Alfonso Morales  
   Chief of Police  
   749 West State Street  
   Milwaukee, WI 53233  
   *MPDChief@milwaukee.gov*  
   Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202  
*mschan@milwaukee.gov*

and

Nicholas DeSiato  
Chief of Staff  
Milwaukee Police Department  
749 West State Street  
Milwaukee, WI 53233  
*nidesi@milwaukee.gov*

To Agency: Steven J. Anderson  
Chief of Police  
301 W. Ryan RD  
Oak Creek, WI 53154  
*sanderson@oakcreekwi.org*

## **17. Additional Provisions.**

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

***SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)***

The Parties have executed this Agreement as on the dates set forth below.

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Alfonso Morales, Chief of Police

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Aycha Sawa, City Comptroller

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

Authorizing Resolution: 191193 & 191826

Approved as to Form and Execution:

\_\_\_\_\_  
Office of the City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF OAK CREEK**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.



## Exhibit A

### List of Agency Personnel and Commanding Officer

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))

<b>Agency:</b>		Oak Creek Police Department			
<b>Agency Commanding Officer:</b>		Chief Steven Anderson			
<b>Date:</b>		05/28/2020			
<b>Commanding Officer Signature:</b>					
Name	Payroll ID Number	LEO Rank	Hourly Wage Rate / Overtime Rate	Hourly Fringe Benefit Cost	Mobile Field Force Training completed? yes/no
Steve York	21220	Sergeant	44.789 / 67.184	23.70	No
Georgina Wettengel	21472	Sergeant, ATL	44.789 / 67.184	23.70	No
Derick Slamka	21247	Patrol Officer	39.104 / 58.656	21.65	No
Jason Baranek	21319	Detective	43.794 / 65.691	22.88	No
Dawn Hanizeski	21589	Patrol Officer/K-9	39.104 / 58.656	21.65	No
Wesley Jerving	21696	Patrol Officer/ATL	39.104 / 58.656	21.65	No
Vincent Zamborini	21723	Patrol Officer	39.104 / 58.656	21.65	No
Anthony McQuestion	21679	Sergeant	42.550 / 63.825	23.17	No
Brian Zangl	21705	Patrol Officer	39.104 / 58.656	21.65	No
Nathan Basting	23065	Patrol Officer	36.649 / 54.974	20.99	No
Joel Bateman	21229	Detective	43.794 / 65.691	22.88	No
Brett Mendola	21256	Detective	43.794 / 65.691	22.88	No
Ryan Curran	23209	Patrol Officer	31.732 / 47.598	19.70	No
Adam Mahon	21777	Patrol Officer	34.194 / 51.291	20.35	No
Timothy Zwicke	21562	Patrol Officer	39.104 / 58.656	21.65	No
Michael Bolender	20989	Captain	52.389/NA	25.521	No
Christopher Schuerman	82449	Patrol Officer	29.276 / 43.914	19.05	No

**Exhibit B**

(Electronic version available from Captain Derrick Harris, [धारri@milwaukee.gov](mailto:धारri@milwaukee.gov))

## Exhibit C

(Electronic version available from Captain Derrick Harris, [धारri@milwaukee.gov](mailto:धारri@milwaukee.gov))

## Exhibit D

### Additional Expenditure Authorization Form - "In Writing"

Directions for Use of This Form: Use this form to obtain approval for additional expenditures "In Writing," pursuant to your Agency's Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin "Agreement." Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2 of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

<b>Agency Information</b>	
Agency:	
Agency Personnel Completing Form:	
Date:	
<b>Additional Expenditure Information</b>	
Expenditure Requested:	
Reimbursable Cost:	
Vendor:	
Description/Purpose:	
Additional Memo (optional):	
<b>City of Milwaukee Commanding Officer Approval Information</b>	
Name:	
Rank:	
Date:	
Signature:	
Memo (optional):	

**COMMON COUNCIL REPORT****Item:**

**Recommendation:** Accept the bid from P3Power for the purchase and installment of a Mitsubishi DiamondPlus 1100A Series UPS system.

**Fiscal Impact:** \$34,149.10

**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 UPS system is equipment necessary to maintain continuous power to the Emergency Dispatch Center and the server room of the Police Department in the event of a catastrophic incident. The UPS system maintains the power supply during the transfer from the normal power supply for these areas and the generator. The system can also supply power for a limited time if the generator fails.

The Emergency Dispatch Center and server room are vital for the continued operation of emergency services for the Cities of Oak Creek and St. Francis. The UPS provides continued power to all of the systems necessary to have a functioning emergency dispatch center such as the computers which run the radios for police and fire, the phones (both 911 and non-emergency), the computer-aided dispatch (CAD) software to document calls for service, and Locution for dispatching fire and EMT personnel. The server room supports all of the computer technology of the Police Department and also houses the security system, which controls access to the Police facility and its security cameras.

The current Mitsubishi 2033C series was installed in 2003 when the station was constructed. The current model had a 10-15 year life expectancy, and we have surpassed that life expectancy. In addition, with the past growth of the dispatch center, the amount of electronics in that center, and the potential future growth in these areas, the system should allow for expansion, which our current one does not. We are also at the point of needing to invest in replacing the batteries in the current UPS, which will cost approximately \$3,500. As this unit is already at the point of being replaced, this money could be better utilized towards a new unit.

The new model quoted will have the capability of expansion to account for any potential future growth in these areas. The new system will also include a manual, external bypass in the event the UPS would have to be serviced and the unit needed to be shut off. Our current unit has this capacity but only with an internal bypass.

This purchase was approved in the 2020 budget as a CEP project.

---

**Options/Alternatives:** The alternative (which is not recommended) is to spend the \$3,500 on the battery replacement. If the old system fails, the functioning of the police department communications center and police department operations would be rendered inoperable until systems could be re-set under generator power. If the generator also fails all systems would be rendered inoperable until power is restored.

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Steven J. Anderson  
Chief of Police

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/Comptroller

---

Attachments: Quote from P3Power



210 E Pearl St, New Lisbon, WI 53950

**QUOTE FORM**

To	David Stecker
	Oak Creek PD
	Oak Creek, WI

Quote #	BE08092019-3-OAKCREEK-MITSU-30K
Date	May 19, 2020
Project	UPS Update

QTY	Part Number	Description	List Price	Multiplier	Net Price	Total
<b>MITSUBISHI 1100 30K ON LINE TOWER 208Y120V IN/OUT</b>						
1	M1100A-8-30-208-208	Mitsubishi DiamondPlus 1100A Series 40KVA/36KW double-conversion UPS; three-phase 208/120V in and out; transformerless; 5-slot Chassis consists of (4) 10KVA/9KW Power Modules, Static Switch and Controller. Set up for external batteries. Scalable to 50KVA or 40KVA N+1. Hot Swappable Modules. Bottom or side cable entry, Castors and leveling feet included. Efficiency is 93%; Start up (5x8) and 2 year onsite warranty included in Continental USA 19 7W x 27D x 55 1H 420 lbs	\$ 26,828.00	0.90	\$ 24,145.20	\$ 24,145.20
1	CBL-1100-050-DC-1	UPS to Battery Cabinet / 1 Cabinet, 50KVA, Cable Size 4/0 - DLO, 111" long. DC Cables include DC cable for adjacent battery cabinet to UPS. Cables are lugged for MEPP1 supplied battery cabinets only. Installation to be done by others. Weight 100 lbs.	\$ 532.00	0.90	\$ 478.80	\$ 478.80
1	UD100106-50S3KNN0	Maintenance Bypass Switch, 3-breaker, 208V, 50KVA, includes Mechanical Kirk Keys, wallmount. 24"W x 12"D x 45"H. 200 lbs.	\$ 4,333.00	0.90	\$ 3,899.70	\$ 3,899.70
1	INST-MIT530K-LEVEL1	Installation of new unit, including any and all electrical changes needed for new UPS	\$2,200	1.00	\$ 2,200.00	\$ 2,200.00
					<b>Total</b>	<b>\$ 30,723.70</b>
<b>Accessories</b>						
1	UD100350G01	Diamond Plus 1100 I/O board with NetCom Communications	\$ 1,190.00	0.90	\$ 1,071.00	\$ 1,071.00
24	UNA12-150	12V 150 WPC Replacement batteries in existing battery cabinet	\$ 109.00	0.90	\$ 98.10	\$ 2,354.40

F.O.B	WARRENDALE, PA
LEAD TIME**	3-4 WEEK LEAD TIME

SYSTEM TOTAL*	\$31,794.70
<b>QUOTE TOTAL*</b>	<b>\$34,149.10</b>

Email PO to [service@p3powerups.com](mailto:service@p3powerups.com)

Attn: Darrick Nelson

*Please note: It is the customer's responsibility to ensure spec compliance or note exceptions.*

*Terms and Conditions: Sales of all products are subject to 50% down at time of order*

*Startup service: Unit must be within 100 miles of established service location or additional startup fees may apply. P3Power will not be responsible for these additional fees*

*\*Price excludes shipping charges which will be prepaid and added to the invoice unless otherwise noted. Quotes expire after 30 days*

*\*\*Lead time quoted for units in inventory are not guaranteed to be in stock at the time of purchase.*

Rev 8.25.15



## COMMON COUNCIL REPORT

Informational: Treasurer Report on Investment and Banking for the City of Oak Creek accounts, month ending April 30, 2020.

Fiscal Impact: Presenting the monthly condition of the City treasury at an open meeting of the Common Council will provide additional financial data to decision makers while enhancing transparency to the public.

- 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 Treasurer Report on Investment and Banking displays the City's month end balances, to provide the Common Council and the public with the current condition of the City's treasury. Please note that some funds are allocated for specific purposes such as debt service, Tax Incremental Districts, capital improvement projects and distribution of tax collection to other taxing districts and is not available for general purpose spending. This monthly report is prepared, along with a more comprehensive report for Finance Committee, to assist with investment decisions and financial strategies. Below is a brief summary:

Beginning Balance	Ending Balance	Interest Earned	Increase/(Decrease)
\$50,154,611.27	\$41,811,525.73	\$45,997.26	(\$8,343,085.54)

Activity: Tax Collection \$1,150,488; February & March Tax Collection Settlement (\$5,139,666); Debt Service Payments (\$5,367,484)

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Barbara Guckenberger, CMTW  
City Treasurer

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Attachments: Treasurer Report on Investment and Banking



**City of Oak Creek  
Treasurer Report on Investment and Banking**

Name of Account	Beginning Balance	Additions	Subtractions	Account Ending Balance	Actual Interest Earned	Interest Rate	Percentage of Total Invested
<b>Tri City National Bank</b>	<b>5,086,519.14</b>	<b>23,381,742.93</b>	<b>(23,720,816.73)</b>	<b>4,747,445.34</b>	<b>(63.57)</b>	<b>0.08%</b>	<b>11.35%</b>
General Fund	3,993,226.85	21,857,326.10	(21,747,965.56)	4,102,587.39			
Title 125	48,849.91	24,732.70	(45,682.28)	27,900.33			
Police Credit Card	57,844.71	16,962.34	(418.30)	74,388.75			
Parks & Rec Counter Credit Card	4,005.16	3,930.00	(4,053.65)	3,881.51			
Tax Payment Account #2	642,235.05	1,153,136.01	(1,652,647.68)	142,723.38			
Parks & Rec Online Credit Card	15,222.24	1,081.00	(7,677.50)	8,625.74			
Health Insurance	83,363.50	216,119.48	(262,371.76)	37,111.22			
Tax Payment Account	18,375.73	-	-	18,375.73			
EMS	223,395.99	108,455.30	-	331,851.29			
0	-	-	-	-			
<b>DANA Investment Advisors</b>	<b>5,713,273.57</b>	<b>65,068.37</b>	<b>(1,859.40)</b>	<b>5,776,482.54</b>	<b>14,903.39</b>	<b>2.15%</b>	<b>13.82%</b>
<b>BMO Global Asset Management</b>	<b>4,714,637.56</b>	<b>38,838.36</b>	<b>(1,056.89)</b>	<b>4,752,419.03</b>	<b>6,245.13</b>	<b>2.20%</b>	<b>11.37%</b>
<b>American Deposit Management (ADM)</b>	<b>3,457.52</b>	<b>-</b>	<b>(3,457.52)</b>	<b>0.00</b>	<b>-</b>	<b>0.00%</b>	<b>0.00%</b>
*ADM General Account Balance	0.00	-	-	0.00			
<b>Local Government Investment Pool (LGIP)</b>	<b>28,511,224.93</b>	<b>16,603,744.39</b>	<b>(24,435,685.62)</b>	<b>20,679,283.70</b>	<b>11,998.11</b>	<b>0.51%</b>	<b>49.46%</b>
*LGIP General Account Balance	22,290,379.78	5,752,841.02	(12,603,094.13)	15,440,126.67	7,884.89		
<b>**Ehlers Investment</b>	<b>6,125,498.55</b>	<b>32,676.25</b>	<b>(302,279.68)</b>	<b>5,855,895.12</b>	<b>12,914.20</b>	<b>2.0180%</b>	<b>14.01%</b>
*General Account Balance	6,125,498.55	32,676.25	(303,179.71)	5,854,995.09			
<b>Total Balance</b>	<b>50,154,611.27</b>	<b>40,122,070.30</b>	<b>(48,465,155.84)</b>	<b>41,811,525.73</b>	<b>45,997.26</b>		

\*\*Ehlers balance is first shown gross of fees to balance to their monthly report; below that is shown net of fees for comparison purposes. Also, due to multiple CD's in the account, interest/dividends may not be earned monthly;  
\*General Account Balance shown separately and is also part of the total account listed above; although it is used for cash flow purposes, a portion may be allocated for specific uses and may not be available for general purpose spending

Excludes Police Forfeiture Account;

Tri City Interest is an analyzed credit from previous month earnings;

Additions and subtractions on investment accounts may include market adjustments for realized and unrealized gains(losses) or change in accrued income, as well as interest, management fees, deposits, transfers, returned payments or withdrawals; rates may reflect weighted average yield

Tax Collection Deposits		Distribution to other Taxing Jurisdictions (Tax Settlement occurs in June)
<b>Tax Payment Account #2</b>		STATE
City Deposit (Counter, Drop Box, Mail)	992,326.50	COUNTY
Gov Tech	-	MMSD
Credit Card	158,161.83	SCHOOL
<b>Total Tax Payment Account #2</b>	<b>1,150,488.33</b>	MATC
<b>Tax Payment Account</b>		UTILITY
Tri City Payments (At Bank, Lockbox)	-	TOTAL DIST \$ -
<b>Total Tax Collection Deposits</b>	<b>1,150,488.33</b>	TAX REFUNDS
		CITY

Please note the City uses two bank accounts for tax collection; one for payments processed by the City (account #2) and the other for payments processed by our bank

Prepared for Common Council; cc Finance Committee  
Barbara Guckenberger, CMTW  
City Treasurer

## COMMON COUNCIL REPORT

**Item:** Three-year renewal with Tri City National Bank as the City's depository for banking services through November 15, 2023.

**Recommendation:** That the Council approve a three-year renewal with Tri City National Bank as the City's depository for banking services, and authorize the City Treasurer to sign the letter of agreement effective November 15, 2020 through November 15, 2023.

**Fiscal Impact:** None as stated above.

**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:** On October 3, 2017 the Common Council designated Tri City National Bank as the City's depository for banking services for an initial three-year period, with the option to renew for two additional three-year extensions. The current term expires on November 15, 2020 and Tri City National Bank has provided a letter of agreement to extend services, with no increase in fees, through November 15, 2023.

Tri City National Bank provides excellent banking services and automated processing of property tax payments at their branches and through a lock box. The City Treasurer seeks your approval to utilize the first three-year extension, and sign the letter of agreement, with Tri City National Bank effective November 15, 2020 through November 15, 2023.

**Options/Alternatives:** The Council could decline the renewal agreement for banking services with Tri City National Bank and direct the City Treasurer to proceed with a Request for Proposal.

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Barbara Guckenberger, CMTW  
City Treasurer

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/Comptroller

	2016 Actual Volume	Unit Price			Annual Charge		
	Annual Estimated Volume	Associated Bank	Tri City National Bank	Waterstone Bank	Associated Bank	Tri City National Bank	Waterstone Bank
<b>Banking Services</b>		<b>Unit Price</b>			<b>Annual Charge</b>		
<b>Total General Account Services</b>		*Assoc Bank Proposal of \$16,910.35 didn't incl dep slips			\$ 18,457.99	\$ 4,473.14	\$ 8,949.80
<b>Total Online Banking Services</b>					\$ 7,491.80	\$ 1,187.40	\$ 1,611.00
<b>Supplemental Tax Collection Services</b>							
<b>Total Lockbox Tax Collection Services</b>		**Assoc Bank Proposal of \$8,370.49 didn't incl one-timeset up fee			\$ 10,870.49	\$ 733.00	\$ -
<b>Total Alternate Tax Collection At Bank Services</b>					\$ -	\$ 2,886.00	\$ -
<b>Courier Service - For Tax Collection December-early February</b>					No Proposal	No Cost	Blank
<b>Total Proposed Annual Fees</b>		***Assoc Bank Proposal excludes dep slips over 150 & one-time			\$ 36,820.28	\$ 9,279.54	\$ 10,560.80
<b>Estimated Earnings (AMCB x e)</b>		1.1500%	1.1600%	0.6500%	\$ 69,000.00	\$ 69,600.00	\$ 39,000.00
<b>Avg Mo Collected Balance (AMCB) *</b>	6,000,000						
<b>Net Income (Cost)</b>		N/A	N/A	N/A	\$ 32,179.72	\$ 60,320.46	\$ 28,439.20

# TriCity National Bank

May 8, 2020

City of Oak Creek  
Attn: Barbara Guckenberger, City Treasurer  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154

Dear Barb,

The banking services contract between the City of Oak Creek and Tri City National Bank that went into effect on November 15, 2017 has an initial three-year term that expires on November 15, 2020.

The contract includes the option for the contract to be renewed for two additional three-year periods. We understand the City plans to utilize the first three-year extension under the contract and you will be presenting that proposal to the Common Council at their meeting on June 2nd.

Please accept this letter of confirmation that Tri City National Bank will accept a renewal extension with no increase or change in service fees for the renewal contract period. After the renewal is approved by the Common Council, please sign and return a copy of this letter to extend the contract term through November 15, 2023.

We appreciate our good relationship with the City and community of Oak Creek. We look forward to providing continued quality service to the City.

Sincerely,



Craig Dedrick  
President

The City of Oak Creek exercises our option to renew our banking services contract with Tri City National Bank for the three-year term ending November 15, 2023.

City of Oak Creek

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

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

Title: \_\_\_\_\_



## COMMON COUNCIL REPORT

**Item:** Correction to Ord. 2973, adopted May 19, 2020

**Recommendation:** That the Council adopts Ordinance 2976, an ordinance amending Ord. 2973 to correct typographical errors regarding the original zoning district.

**Fiscal Impact:** None.

**Critical Success Factor(s):**

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

**Background:** The Common Council reviewed and approved a request by Lyle and Elayne Bolender to rezone their property at 3566 E. Fitzsimmons Rd. to A-1, Limited Agricultural at the hearing on May 19, 2020. While the agenda, report, and motion all included the correct original zoning district (Rs-3, Single Family Residential), the Ordinance contained typographical errors (Rs-4, Single Family Residential). Staff is requesting that Ord. 2976 be adopted to correct the typographical errors to reflect the correct original zoning district. The correction does not change the request or the A-1, Limited Agricultural zoning district designation that was adopted in Ord. 2973.

**Options/Alternatives:** This is a correction request only.

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: Ord. 2973, adopted May 19, 2020

Ord. 2976

ORDINANCE NO. 2976

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

AN ORDINANCE TO AMEND ORD. 2973 TO CORRECT TYPOGRAPHICAL ERRORS  
REGARDING THE ORIGINAL ZONING DISTRICT

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

WHEREAS, Ord. 2973 was approved by the Common Council on May 19, 2020;  
and

WHEREAS, Ord. 2973 authorized a request by LYLE AND ELAYNE  
BOLENDER to rezone the property at 3566 E. Fitzsimmons Rd. from Rs-4, Single  
Family Residential to A-1, Limited Agricultural.

WHEREAS, the property is more precisely described as follows:

Lot 1 of Certified Survey Map to be recorded. Commencing at the Southeast  
corner of the Northwest  $\frac{1}{4}$  of Section 26, Township 5 North, Range 22 East, in  
the City of Oak Creek, Milwaukee County, Wisconsin;

THENCE North 00° 34' 16" East along the east line of said Northwest  $\frac{1}{4}$ , 24.75  
feet to the Point of Beginning; THENCE South 89° 44' 24" West, 174.79 feet;  
THENCE South 00° 33' 13" West, 24.75 feet; THENCE South 89° 44' 24" West,  
30.00 feet; THENCE North 00° 33' 13" East, 210.00 feet; THENCE South 89° 44'  
24" West, 265.20 feet; THENCE North 00° 33' 13" East, 394.48 feet; THENCE  
North 89° 44' 24" East, 241.01 feet; THENCE South 83° 25' 17" East, 121.58  
feet; THENCE North 89° 45' 27" East, 108.23 feet; THENCE South 00° 34' 16"  
West, 565.22 feet to the Point of Beginning.

WHEREAS, Ord. 2973 incorrectly identified the original zoning district for the  
property at 3566 E. Fitzsimmons Rd. as Rs-4, Single Family Residential; and

WHEREAS, the correct original zoning district should be Rs-3, Single Family  
Residential; and

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

SECTION 1: To promote the general welfare, public safety and general planning  
within the City of Oak Creek, the lands at 3566 E. Fitzsimmons Rd. from Rs-3, Single  
Family Residential to A-1, Limited Agricultural, and the Zoning Map of Chapter 17 of the  
Municipal Code is hereby amended to reflect the rezoning.

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

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

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

Passed and adopted this 2<sup>nd</sup> day of June, 2020.

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

Approved this 2<sup>nd</sup> day of June, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

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



## COMMON COUNCIL REPORT

**Item:** Private Property Maintenance Contract

**Recommendation:** That the Common Council considers a motion to award the 2020-2021 Private Property Maintenance Contract to Robie's Grading LLC for the bid proposal of \$132.00 per ton. (Various Aldermanic Districts)

**Fiscal Impact:** There is funding reserved in the Engineering (Inspection) operating budget. The contractor would get paid from this and then the City would seek reimbursement of these costs from the property owner.

- 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:** For the past ten years the City has had a contractor available to perform clean-up of problem properties. This makes it possible to have a contractor mobilize and begin clean-up work fairly quickly when the need arises. The contracts have been two-year contracts with up to three mutually agreeable one-year extensions. The previous contract expired at the end of last year, and it was time to advertise for public bids once again.

There were two bidders on the project:

Contractor	Proposal
Robie's Grading LLC	\$132.00/Ton
Anderson Landscape & Maintenance LLC	\$200.00/Ton

The recommendation is to award the contract to Robie's Grading for his unit price bid of \$132.00 per ton.

**Options/Alternatives:** The alternative is to not award this contract and then deal with properties on a case by case basis as needed.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Michael C. Simmons, PE  
City Engineer



Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/Comptroller

---

Attachments: None.



## COMMON COUNCIL REPORT

**Item:** Vision Medical Center Storm Water Maintenance Agreement

**Recommendation:** That the Common Council adopts Resolution No. 12161-060220, a resolution approving a storm water management practices maintenance agreement with Vision Property Group, LLC, for their Vision Medical Center development located at 10148 S. 27<sup>th</sup> Street. (Tax Key No. 927-9995) (6<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 Vision Medical Center 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. 12161-060220, Storm Water Management Maintenance Agreement

**RESOLUTION NO. 12161-060220**

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

**RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH VISION PROPERTY GROUP, LLC FOR THEIR VISION MEDICAL CENTER DEVELOPMENT LOCATED AT 10148 S. 27<sup>TH</sup> STREET**

**(TAX KEY NO. 927-9995)**

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

WHEREAS, Vision Property Group, LLC (Owner), requires onsite storm water management practices for their proposed Vision Medical Center development located at 10148 S. 27<sup>th</sup> Street, 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 2<sup>nd</sup> day of June, 2020.

Passed and adopted this 2<sup>nd</sup> day of June, 2020.

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

Approved this 2<sup>nd</sup> day of June, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

Document Number

VISION PROPERTY GROUP MEDICAL  
CENTER, 10148 S. 27<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

927-9995

Parcel Identification Number (PIN)

## STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of May, 2020, by and between Vision Property Group, 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:

LEGAL DESCRIPTION: A part of the Southwest  $\frac{1}{4}$  of Section 30, in Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows: Commencing at a point in the West line of said  $\frac{1}{4}$  Section 858 feet North of the Southwest corner of said  $\frac{1}{4}$  Section; thence running East and parallel to the South line of said  $\frac{1}{4}$  Section 660 feet to a point, thence North and parallel to the West line of said  $\frac{1}{4}$  Section 181.5 feet to a point; thence West and parallel to the South line of said  $\frac{1}{4}$  Section 660 feet to a point in the West line of said  $\frac{1}{4}$  Section; thence South along the said West line 181.5 feet to the place of beginning, excepting therefrom the West 80 feet, reserved for street purposes.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Vision Property Group Medical Center

located at 10148 S. 27<sup>th</sup> Street, 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).
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:

VISION PROPERTY GROUP, LLC

*Robert E. McCarville*

Robert E. McCarville, Owner's Agent

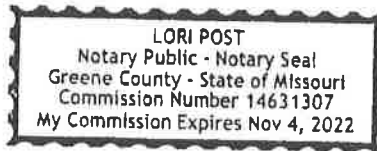
The foregoing Agreement was acknowledged before me this 19 day of May, 2020,

by the above named owner's agent, Robert E. McCarville

*Lori Post*

NOTARY PUBLIC

My Commission Expires: 11/4/22



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

T:\Shared\PJB-work\SWM Maintenance Agreements\master maintenance agreement.doc



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

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

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

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

Location \_\_\_\_\_

Detention Basin Type:   Wet Pond       \_\_\_\_\_       Underground \_\_\_\_\_

                                  Extended Dry \_\_\_\_\_       Bioretention \_\_\_\_\_

                                  Artificial Wetland \_\_\_\_\_

Watershed \_\_\_\_\_

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



**EXHIBIT B**  
**DETENTION BASIN MAINTENANCE STANDARDS**

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



## COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the 2020-21 renewal alcoholic beverage license requests as listed on the 6/2/2020 License Committee Report, with issuance subject to final inspection approvals listed and payment of any fees or obligations.

**Fiscal Impact:** License fees in the amount of \$32,875 were collected. Additional fees in the amount of \$7,800 will be collected prior to the release of licenses that show a license fee balance.

**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 attached listing shows the renewal alcoholic beverage license applications received for the period of July 1, 2020 through June 30, 2021.

License Committee met on May 14, 2020 to review renewal applications, as required by State Statute. A recommendation was made at that meeting for approval, with release of each license subject to payment of any fees due and receipt of final department approvals, as listed.

**Options/Alternatives:** None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Christa J. Miller, CMC/WCMC  
Deputy City Clerk

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator / Finance Director

Attachments: 2020-21 renewal alcohol beverage license listing

**CLASS A BEER / CLASS A LIQUOR (CIDER ONLY)**

Pilot Travel Centers LLC  
dba Pilot Travel Center #040  
Location: 2031 W. Ryan Rd.  
Eric Kopier, Agent  
Home: 529 Remrock Rd., Janesville

Speedway LLC  
dba Speedway #4462  
Location: 8667 S. Howell Ave.  
John A. Flood, Agent  
Home: 5906 Autumn Trl., Racine

**CLASS A COMBINATION**

Dairyland Retail Group LLC  
dba 7-Eleven #35841B  
Location: 1225 W. Rawson Ave.  
Elizabeth Evans, Agent  
Home: 201 N. Blair St., Madison

Kwik Trip, Inc.  
dba Kwik Trip #976  
Location: 6300 S. 27<sup>th</sup> St.  
Steven Ward, Agent  
Home: 2158 S. 96<sup>th</sup> St., West Allis

Aldi, Inc. (Wisconsin)  
dba Aldi #01  
Location: 6810 S. 27<sup>th</sup> St.  
Danielle Quale, Agent  
Home: 1301 Orchard Street, Racine

Kwik Trip, Inc.  
dba Kwik Trip #290  
Location: 7880 S. 10<sup>th</sup> St.  
Kevin Butler, Agent  
Home: 10080 S. Shepard Ave., Oak Creek

Aldi, Inc. (Wisconsin)  
dba Aldi #91  
Location: 410 W. Drexel Ave.  
Melissa Venancio-Leonard, Agent  
Home: 6228 Creekside Dr., Cudahy

Kwik Trip, Inc.,  
dba Kwik Trip #422  
Location: 9535 S. 13<sup>th</sup> St.  
Clinton Wight, Agent  
Home: 10043 Saratoga Dr., Caledonia

Rasleen Gas & Food Mart, Inc.  
dba B.P.  
Location: 9502 S. Howell Ave.  
Gurjapbir Kahlon, Agent  
Home: 7313 S. Hillendale Dr., Franklin

Kwik Trip, Inc.  
dba Kwik Trip #576  
Location: 2040 W. Ryan Rd.  
Laura Manke, Agent  
Home: 515 Hialeah Dr., Racine

P & K Kooner LLC  
dba Checker Liquor  
Location: 9110 S. Chicago Rd.  
Kulwant Kooner, Agent  
Home: 9104 S. Chicago Rd.

Love's Travel Stops & Country Stores, Inc.  
dba Love's Travel Stop #432  
Location: 9650 S. 20<sup>th</sup> St.  
Matthew Dettman, Agent  
Home: 542 Newman Rd., Mt. Pleasant

Fortune Inc.  
dba Discount Tobacco & Liquor  
Location: 2151 E. Rawson Ave.  
Yash Patel, Agent  
Home: 8216 S. 77<sup>th</sup> St., Franklin

Meijer Stores Limited Partnership  
dba Meijer Store # 283  
Location: 171 W. Town Square Way  
Philip Kelley, Agent  
Home: 7971 S. 6<sup>th</sup> St., Oak Creek

Gary's Corporation of Oak Creek  
dba Gary's Beer & Liquor  
Location: 9555 S. Howell Ave.  
Gary Hintz, Agent  
Home: 10065 S. McGraw Ave., Oak Creek

Meijer Stores Limited Partnership  
dba Meijer Gas Station # 283  
Location: 8031 S. Howell Ave.  
Philip Kelley, Agent  
Home: 7971 S. 6<sup>th</sup> St., Oak Creek

AT Mart, Inc.  
Dba Oak Creek Mobil  
Location: 1200 W. Rawson Ave.  
Tilak Kc, Agent  
Home: 4415 N. Sheffield Ave., Shorewood

Mega Marts, LLC  
dba Pick 'n Save # 348  
Location: 6462 S. 27<sup>th</sup> St.  
Jennifer Holmes, Agent  
Home: 2415 Nicholson Ave., South Milwaukee

Mega Marts, LLC  
dba Pick 'n Save # 387  
Location: 2320 W. Ryan Rd.  
Joseph Reuter, Agent  
Home: 4518 S. Green Ridge Cir., Greenfield

Mega Marts, LLC  
dba Pick 'n Save # 862  
Location: 8770 S. Howell Ave.  
Jai Jensen, Agent  
Home: 8775 S. Oak Park Dr., Oak Creek

RAB Supermarkets, LLC  
dba Piggly Wiggly #342  
Location: 2201 E. Rawson Ave.  
Ralph Malicki, Agent  
Home: 3513 116<sup>th</sup> St., Franksville

Rawson Citgo LLC  
dba Phillips 66  
Location: 150 W. Rawson Ave.  
Adail Hamdan, Agent  
Home: 7971 S. 6<sup>th</sup> St., Oak Creek

### **CLASS B BEER**

SGGB, LLC  
dba Board & Brush  
Location: 880 S. Howell Ave., #860  
Stacy Caprioli, Agent  
Home: N60 W23875 Butternut Ln., Sussex  
**APPLICATION FORMALLY WITHDRAWN  
ON 5/29/2020 BY APPLICANT**

Oak Pro III, LLC  
dba Candlewood Suites  
Location: 6440 S. 13<sup>th</sup> St.  
Lindsey Aponte-Mora, Agent  
Home: 9138 S. 29<sup>th</sup> St., Franklin

Ryan Road Mobil LLC  
dba Ryan Road Mobil  
Location: 9444 S. Chicago Rd.  
Harminder S. Basra, Agent  
Home: 4359 Memorial Cir., Windsor

Target Corporation  
dba Target Store T-1925  
Location: 8989 S. Howell Ave.  
Louisa Wertzler, Agent  
Home: 4876 S. 21<sup>st</sup> St., Milwaukee

Spring South, LLC  
dba BP W Discount Liquor  
Location: 9510 S. 27<sup>th</sup> St.  
Michael Dach, Agent  
Home: 109 N 3<sup>rd</sup>, Waterford

Walgreen Co.  
dba Walgreens #04887  
Location: 9449 S. Howell Ave.  
Cynthia Smith, Agent  
Home: 10958 W. Cortez Rd., Franklin

Woodman's Food Market, Inc.,  
dba Woodman's Food Market  
8131 S. Howell Ave.  
David Keeseey, Agent  
Home: 5301 26<sup>th</sup> St., Kenosha

Gastrau's Golf Center, Inc.  
Dba Gastrau's Golf Center  
Location: 1300 E. Rawson Ave.  
Steven Gastrau, Agent  
Home: 7338 Maple Ter., Wauwatosa  
*Treasurer*

Home: 9138 S. 29<sup>th</sup> St., Franklin  
Georgie Porgie's Ltd.  
dba Georgie Porgie's  
Location: 9555 S. Howell Ave.  
Carly Trossen, Agent  
Home: 6230 S. Packard Ave., Cudahy

### CLASS B BEER / CLASS C WINE

Milwaukee Area Technical College  
Dba MATC Oak Creek Campus  
Location: 6665 S. Howell Ave.  
Richard Busalacchi, Agent  
Home: 7772 W. Tuckaway Shores Dr., Franklin

MOD Super Fast Pizza (Wisconsin), LLC  
Dba MOD Pizza  
Location: 160 W. Town Square Way, #100  
Benjamin Henneberry, Agent  
Home: N17 W5328 Garfield St., Cedarburg

Valentine Café, LLC  
dba Valentine Café  
Location: 7981 S. 6<sup>th</sup> St.  
Robbin Kashevarof, Agent  
Home: 244 Four Winds Ct., Hartland

The Waters Senior Living Management LLC  
dba The Waters of Oak Creek  
Location: 8000 S. Market St.  
Jacob Krings, Agent  
Home: 222 2<sup>nd</sup> St., Pewaukee

### CLASS B COMBINATION

Wisconsin Apple LLC  
dba Applebee's Neighborhood Grill & Bar  
Location: 7135 S. 13<sup>th</sup> St.  
Frank Gonzales, Agent  
Home: 3551 Satellite Ln., Green Bay

BelAir Cantina Oak Creek Inc.  
Dba BelAir Cantina  
Location: 410 W. Town Square Way  
Kristyn Eitel, Agent  
2923 N. Marietta Ave., Milwaukee

KMDG LLC  
dba Branded Steer  
Location: 1299 W. College Ave.  
Dennis Giannopoulos, Agent  
Home: 1243 Kerechun Rd., Hubertus

Blazin Wings, Inc.  
Dba Buffalo Wild Wings  
Location: 8171 S. Howell Ave.  
Sean Sonnen, Agent  
Home: 2150 W. Meyer Ln., Oak Creek

Cellar on Oakwood LLC  
dba the Cellar  
Location: 812 W. Oakwood Rd.  
Shirley Miksa, Agent  
Home: 811 E. Elm Rd.  
*Treasurer*

The Char-Grill Inc.  
dba The Charcoal Grill & Rotisserie  
Location: 111 W. Ryan Rd.  
Jeffrey Marsh, Agent  
Home: 14102 Marina Dr., Sturtevant

Classic Oak Creek Bowling LLC  
Dba Classic Lanes Oak Creek  
Location: 7501 S. Howell Ave.  
Ed Vahradian, Jr., Agent  
Home: 6825 S. Harvard Dr., Franklin

Comfort South, Inc.  
dba Comfort Suites  
Location: 6362 S. 13<sup>th</sup> St.  
Clint Wills, Agent  
Home: S79 W17524 Scenic Dr., Muskego

John P. Sagan, Joyce M. Mueller  
dba Cozy Inn  
Location: 9509 S. Chicago Rd.  
Home: 2410 E. Elm Rd., Oak Creek  
Home: 1490 51<sup>st</sup> St., Caledonia

Pedone Restaurant & Catering  
dba Trattori di Carlo  
Location: 8469 S. Howell Ave.  
Alison Pedone, Agent  
Home: 109 Accipiter Ct., Burlington

EAK Inc.  
dba Erv's Mug  
Location: 130 W. Ryan Rd.  
Danielle Baerwald, Agent  
Home: 4505 Matthew Dr., Racine

CD Zeropay Inc.  
Dba Jim Dandy's Pub & Grill  
Location: 8900 S. 27<sup>th</sup> St.  
Charlie DeWitt, Agent  
Home: 2147 S. 67<sup>th</sup> Pl., West Allis

Lotus Restaurant, LLC  
dba Lotus Restaurant  
Location: 9011 S. Howell Ave.  
Wan Luo, Agent  
Home: 8219 S. Four Oaks Ct., Franklin

Zeqiri Corporation  
dba Market Place Café  
Location: 3570 E. Puetz Rd.  
Lirim Zeqiri, Agent  
Home: 3270 E. Normandy Dr., Oak Creek

Melrose Eatery, Inc.  
dba Melrose Eatery  
Location: 6840 S. 27<sup>th</sup> St.  
Sam Diamantopoulos, Agent  
Home: 7171 S. 35<sup>th</sup> St., Franklin

Oak Creek Community Center, Inc.  
Dba: Oak Creek Community Center  
Location: 8580 S. Howell Ave.  
Ryan Gajevic, Agent  
5301 Somerset Ln. S., Greenfield  
*Police, Fire, Treasurer, Inspection*

St. Ledger Enterprises, Inc.  
dba Oak Hills Golf  
Location: 10360 S. Howell Ave.  
James St. Ledger, Jr., Agent  
Home: 1806 Forest Hill Ave., S. Milwaukee

Oelschlaeger-Dallmann Post No. 434 of the  
American Legion Dept of Wisconsin  
dba American Legion Post 434  
Location: 9327 S. Shepard Ave.  
Robert LaBrosse, Agent  
Home: 2604 Hidden Dr., St Francis

Pineapple Café LLC  
dba Pineapple Café  
Location: 7864 S. Howell Ave.  
Sandra Madrigal, Agent  
Home: 4733 S. 43<sup>rd</sup> St., Greenfield

ZA Man 3, LLC  
dba Pizza Man Oak Creek  
Location: 7974 S. Main St.  
Robert Levin, Agent  
Home: 2527 N. Lake Dr., Milwaukee

Sidetracked, LLC  
dba Sidetracked  
Location: 823 W. Oakwood Rd.  
Shawn Utphall, Agent  
Home: 13332 4 Mile Rd., Franksville

Marcus Cinemas of Wisconsin LLC  
dba South Shore Cinemas  
Location: 7261 S. 13<sup>th</sup> St.  
Michael Ridgway, Agent  
Home: 11527 W. Freistadt Rd., Mequon

Southbound Saloon & Eatery LLC  
Dba Southbound Saloon & Eatery  
Location: 9504 S. Chicago Rd.  
Aleshia Sieren, Agent  
Home: 9510 S. Chicago Rd.

Maria Cobian  
Dba Victor's Again  
Location: 9117 S. 5<sup>th</sup> Ave.  
Home: 3927 E. Dexter Ave., Oak Creek

Brickler's Restaurant LLC  
dba Viviere's Italian Restaurant  
Location: 1000 E. Rawson Ave.  
Marla Brickler, Agent  
Home: 939 E. Rawson Ave., Oak Creek

WSB Oak Creek Restaurant LLC  
dba Water Street Brewery  
Location: 140 W. Town Square Way  
Matthew Schmidt, Agent  
Home: 2977 N. Summit, Milwaukee

Woodland Golf Inc.  
dba Woodland Golf Course  
Location: 3025 E. Elm Rd.  
Nicholas P. Joncas, Agent  
Home: 3027 E. Elm Rd., Oak Creek

**RESERVE CLASS B COMBINATION**

Agave Blu Cantina, Inc.  
dba Agave Blue Cantina  
Location: 8950 S. 27<sup>th</sup> St.  
Tom Tsopelas, Agent  
Home: 8345 Anna Ave., Wind Lake

Cozumel LLC  
Dba Cozumel  
Location: 8201 S. Howell Ave., #700  
Isaac Mata, Agent  
Home: 7809 W. Howard Ave., Milwaukee

CUB DTS, LLC  
dba Cubanita's  
Location: 7973 S. Main St.  
Marc Bianchini, Agent  
777 N. Van Buren St., Milwaukee

Oak Pro II LLC  
dba Fairfield Inn & Suites  
Location: 6460 S. 13<sup>th</sup> St.  
Clint Wills, Agent  
Home: S79 W17524 Scenic Dr., Muskego

A1 Investments LLC  
dba Sports Café  
Location: 928 E. Rawson Ave.  
Alketi Ago, Agent  
Home: 8024 S. Wildwood Dr., Oak Creek

## COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 6/2/20 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$1,225.00 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

---

**Background:** The following items were received after License Committee met on 5/14/20. Tentative recommendations are as follows:

1. Grant a Change of Agent for the 2019-20 Class B Combination alcohol license issued to CD Zeropy Inc., dba Jim Dandy's Pub and Grill from Beth Opalewski to Charlie DeWitt, 2147 S. 67<sup>th</sup> Pl., West Allis, WI.
2. Grant an Amusement Operator and Amusement Devices License(s) to:
  - \* Jeff Williamson, Gardner Sales, Inc., 1415 Johnson St., Janesville, WI
  - \* Bruce Dentice, Sam's Amusement, 930 Washington Rd., Kenosha, WI
  - \* Steven Murphy, Games Are Us, 4905 S. Woodlawn Pl., Greenfield, WI

**Options/Alternatives:** None

---

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 / Finance Director

---

Attachments: None



## COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the May 27, 2020 Vendor Summary Report in the total of \$343,655.56.

**Fiscal Impact:** Total claims paid of \$343,655.56.

**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. \$105,756.00 to Advanced Disposal (pg #1) for April recycling and trash pickup.
2. \$8,405.00 to Arthur Weiler Inc. (pg #1) for trees.
3. \$7,200.00 to Barbara Caprile (pg #2) for OC Current June 2020 small business advertisements.
4. \$23,753.51 to Bibliotheca, LLC (pg #2) for renewal for 2020-2021.
5. \$6,327.00 to DoorMaster Garage Door Co. LLC (pg #3) for service on fire doors and apparatus doors Station 1.
6. \$51,583.01 to Jefferson Fire & Safety, Inc. (pg #6) for extrication equipment.
7. \$5,000.00 to Reserve Account (pg #8) for postage refill.
8. \$8,000.00 to Trane (pg #10) for Station 3 temperature control system, Project #20006.
9. \$16,533.33 to Tyler Technologies, Inc. (pg #10) for consulting services.
10. \$19,863.60 to Viking Electric Supply, Inc. (pg #11) for fixtures.
11. \$24,278.67 to WE Energies (pgs #11-12) for street lighting, electricity & natural gas.
12. \$5,000.00 to WI Dept. of Natural Resources (pg #12) for stormwater municipal fee.

**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

---

Attachments: 5/27/2020 Invoice GL Distribution Report