



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

COMMON COUNCIL MEETING AGENDA

JUNE 16, 2020

7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski - 1st District
Greg Loreck - 2nd District
Richard Duchniak - 3rd District
Michael Toman - 4th District
Kenneth Gehl - 5th District
Chris Guzikowski - 6th 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 the meeting 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: 6/2/2020

Informational

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

Recognition

5. **Resolution:** Consider Resolution No. 12165-061620, Resolution of Commendation to Rebecca Lane, retiring Urban Forester (by Committee of the Whole).
6. **Resolution:** Consider Resolution No. 12166-061620, Resolution of Appreciation to Julie M. Grauberger, retiring Patrol Officer (by Committee of the Whole).

Visit our website at www.oakcreekwi.org for the agenda and accompanying common council reports.

New Business

ENGINEERING

7. **Motion:** Consider a motion to enter into an Environmental Professional Services Agreement with Ramboll to develop and Interim Remedial Action Plan for the City's Lake Vista North properties at a cost of \$23,200 (4th District).
8. **Motion:** Consider a motion to enter into a Professional Services Agreement with Edgewater Resources, Inc., to initiate design and permitting for a bluff stability solution for the City property at 8940 S. 5th Avenue, at a cost of up to \$71,000 (4th District).

LICENSE COMMITTEE

9. **Motion:** Consider a motion to grant the various license requests as listed on the 6/16/20 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

10. **Motion:** Consider a motion to approve the June 10, 2020 Vendor Summary Report in the total amount of \$382,181.69 (by Committee of the Whole).

MISCELLANEOUS

11. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes, to discuss the following:
 - a. Section 19.85(1)(c), (e) and (g) to consider a waiver and general release for former police officer James Dooley.
 - b. Section 19.85(1)(e) and (g) to consider claim of Erie Insurance on behalf of Jeremy Karman regarding a January 6, 2020 automobile accident involving a City vehicle.
 - c. Section 19.85(1)(e) and (g) to consider claim of Society Insurance on behalf of MVP Pest Control LLC regarding a January 21, 2020 automobile accident involving a City vehicle.
12. **Motion:** Consider a motion to reconvene into Open Session.
13. **Motion:** Consider a motion to take action, if any.

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. 6th Street, Oak Creek, Wisconsin 53154.

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

RESOLUTION NO. 12165-061620

**RESOLUTION OF COMMENDATION
TO
REBECCA LANE**

WHEREAS, Rebecca Lane began her employment with the City of Oak Creek on May 22, 1995, when she was hired as a temporary / seasonal part-time Tree Inventory Specialist for the Community Development Department; and

WHEREAS, on September 9, 1999, Rebecca's position transitioned into the Parks and Recreation Department; and

WHEREAS, on April 3, 2000, Rebecca's position was reclassified to regular part time Urban Forester; and

WHEREAS, on April 5, 2005, Rebecca was appointed to full time Urban Forester; and

WHEREAS, during her tenure as Urban Forester, Rebecca was responsible for the planning, planting, and maintenance of the trees that dot Oak Creek's landscape; and

WHEREAS, since 2005, when the Emerald Ash Borer was first found in the Oak Creek area, Rebecca has worked tirelessly to save and treat as many Emerald Ash so they were not lost to this invasive beetle; and

WHEREAS, Rebecca was a very effective employee during her years of service with the City of Oak Creek, answering many calls from the community and providing immeasurable service to the community; and

WHEREAS, in 2016, Rebecca received a merit award for demonstrating exceptional performance for completing the landscaping and planting at the new Civic Center and Fire Station 1; and

WHEREAS, effective June 5, 2020, Rebecca is retiring from her position of Urban Forester with the City of Oak Creek, completing over twenty-five years of service to the City of Oak Creek.

NOW, THEREFORE, BE IT RESOLVED that the best wishes for good health and happiness be extended to Rebecca and her family in her retirement years.

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

Passed and adopted this 16th day of June, 2020.

President, Common Council

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes ____ Noes ____

RESOLUTION NO. 12166-061620

BY: COMMITTEE AS A WHOLE

RESOLUTION OF APPRECIATION
TO
JULIE M. GRAUBERGER

WHEREAS, Julie M. Graubeger began her employment with the City of Oak Creek on July 22, 1991, as a full-time Police Officer; and

WHEREAS, during her twenty-eight years and eleven months of service, Julie M. Graubeger has been an integral part of the Police Department while serving as a Patrol Officer; and

WHEREAS, Julie M. Graubeger has continued to serve the citizens of Oak Creek with honor and professionalism; and

WHEREAS, Julie M. Graubeger has served as a member of the Crisis Negotiators Unit, the Warrant Squad, and the Drug Unit in addition to her normal duties throughout her career, and

WHEREAS, Julie M. Graubeger has been a valuable employee during her years of dedicated service with the Oak Creek Police Department, always striving to enhance the quality of life for the citizens of the City; and has been well known for her work ethic and her dedication to the Department; and

WHEREAS, Julie M. Graubeger received five (5) Shift Acknowledgements, four (4) Meritorious Arrests Awards, one (1) Unit Citation, one (1) Award of Excellence, one (1) Medal of Valor Award, one (1) Lifesaving Award, and was recognized as a TOP Cop in the United States for her actions on August 5, 2012; and

WHEREAS, Julie M. Graubeger is retiring from the Oak Creek Police Department after completing 28 years and 11 months of full-time service to the City of Oak Creek.

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

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

Passed and adopted this 16th day of June, 2020.

President, Common Council

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____



COMMON COUNCIL REPORT

Item: Upland Capping at Peter Cooper site

Recommendation: That the Common Council considers a motion to enter into an environmental professional services agreement with Ramboll to develop an Interim Remedial Action Plan for the City's Lake Vista North properties at a cost of \$23,200. (4th Aldermanic District)

Fiscal Impact: Payment for this project would come from two sources: re-allocated funds from a previous environmental contract (\$19,035.52); and \$4,164.48 from funds available under the lakefront redevelopment plan, Project No. 14035.

- 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: One initiative in the City's Strategic Action Plan is to Market the Lakefront (for Development) on a Regional and National Scale. The City now has a way to help further this key initiative. Engineering has identified a rare opportunity to obtain a large (approximately 320,000 cubic yards) volume of clean soil by partnering with MMSD to receive clean soil from their planned 2021 construction of a regional detention basin.

This material would be used to construct a clean-soil cap upon the Lake Vista North properties (F/K/A the Peter Cooper site). This would be similar to when clean soil from the Mitchell Interchange construction became available a decade ago, and was transported to the lakefront and used to remediate the once-blighted properties that are now known as Lake Vista South, transforming them into land conducive to redevelopment as well as a community park.

From the previous environmental contract, with Stantec, the permit to fill in the wetlands was obtained. Thus, the City can proceed with site grading and clean-soil capping. However, the remainder of the Stantec contract was intended to create a somewhat conceptual, "placeholder" type of Remedial Action Plan. With this opportunity to obtain free capping soil, a revised scope became necessary. That is why the City, Wispark, and Stantec have mutually terminated the remainder of that contract.

To be able to use the soil as intended, it is necessary to move quickly to obtain regulatory approval to cap the site. This requires development of an Interim Remedial Action Plan (IRAP) approvable by the Wisconsin Department of Natural Resources (WDNR). Many of the initial steps necessary to gain approval for bringing the soil to the site have already been completed through several meetings between City staff, WisPark, MMSD, and environmental consultants. The proposed contract scope with Ramboll will create a

plan set and project write up that is sufficient to submit to WDNR representing the actual site plan. The plan set will incorporate a topographic and boundary survey completed in March 2020.

The availability of this large volume of clean soil is really a fortunate opportunity that the lakefront team has been diligently searching for. If it is to be taken advantage of it is absolutely essential to move quickly. City staff has already worked with Ramboll to review the MMSD soil test data and the determination that it can be accepted at the site. Additionally, we have met with WDNR and received regulatory confirmation that we can accept the soil as clean, and received input on the next regulatory steps we will need to take.

Due to their previous work on the Lake Vista North properties, Ramboll already has the bulk of the existing site data and drawings necessary to accurately and effectively prepare site submittals to WDNR. It should be noted that Ramboll is currently working with the City Attorney to represent the City's best interests on a number of projects, some of which involve their in-house knowledge and data on the site. Thus, for many reasons continuing with Ramboll as the environmental consultant on the site is the recommended course.

Options/Alternatives: If the City does not approve this contract, it will need to pass on a rare opportunity to move the lakefront redevelopment area forward with a large site, ready for redevelopment, with accompanying public lake access and amenities.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Susan A. Winnen, PE
Environmental Engineer

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, PE
City Engineer

Attachments: Ramboll Proposal



Sent via E-Mail

Ms. Susan Winnen
City of Oak Creek
8040 South 6th Street
Oak Creek, WI 53154

**PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES RELATED TO
PREPARATION OF A REMEDIAL ACTION PLAN FOR THE UPLAND
PORTION OF THE PETER COOPER SITE IN OAK CREEK, WISCONSIN**

Dear Ms. Winnen:

Ramboll US Corporation (Ramboll) appreciates this opportunity to present this proposal to the City of Oak Creek (the "City") to provide environmental consulting services related to the preparation of a Remedial Action Plan (RAP) for the Upland Portion of the Peter Cooper Site located at 8730, 8940, and 9010 5th Avenue in Oak Creek, Wisconsin (the "site" or "property").

A large quantity of clean soil is needed to cap upland areas and to restore and protect the bluff at the Peter Cooper Site. The City has an opportunity to acquire a large quantity of soil at no cost (estimated at 320,000 cubic yards) from a Milwaukee Metropolitan Sewerage District (MMSD) project. The timely preparation and Wisconsin Department of Natural Resources (WDNR) approval of an Interim RAP is critical to being ready and able to accept the MMSD soil as it becomes available. The City has requested that Ramboll develop an Interim Remedial Action Design Plan for the upland portion of the Site to be ready to accept the no-cost clean capping material when it becomes available. This proposal provides a brief summary of the tasks to be completed by Ramboll, based on our conversations with you.

PROPOSED SCOPE OF SERVICES

The WDNR approved a Conceptual RAP for the site on October 11, 2011. The Conceptual RAP involves three components: 1) current and interim measures (an existing secured perimeter fence and existing floor slabs, pavements, and vegetated ground covers to prevent site access and soil erosion); 2) permanent remedial actions through future redevelopment and associated construction of ground surface engineered barriers as needed based upon surface concentrations of constituents of concern in that area, to prevent direct contact with underlying soil impacts; and 3) future groundwater monitoring before, during, and/or after the construction of engineering barriers to document future groundwater quality in anticipation of site closure. In accordance with the Conceptual RAP, the upper portion of the bluff was stabilized and a portion of a soil cap was constructed along the top of the bluff as part of an Interim Remedial Action that was approved by the WDNR under a Ready for Reuse grant in 2014/2015.

April 30, 2020

Ramboll
175 North Corporate Drive
Suite 160
Brookfield, WI 53045
USA

T +1 262 901 0099
F +1 262 901 0079
www.ramboll.com

Ref. P2722-20087



Ramboll proposes to prepare an Interim Remedial Action Design Plan that addresses the upland portion of the Site consistent with the Conceptual RAP for the entire City-owned site. The Interim Remedial Action Design Plan assumes the City portion of the property will be redeveloped as a park. The plan is to regrade the Site to ensure positive runoff and to tie the regrading into the top of the proposed bluff stabilization design elevation on the east and adjoining properties to the west, north, and south.

Ramboll will prepare the Interim Remedial Action Design Plan in accordance with Wisconsin Administrative Code (WAC) NR 724. It is our understanding that Kapur & Associates (Kapur), under contract with the City, will complete a survey of the subject property shoreline, bluff, and upland area to develop a topographic map of existing conditions and base map for engineering design. Design plans will be prepared and included following completion of the site topographic survey. The design drawings will include a site plan showing existing conditions and elevations; a base-grade plan, which will show cut and fill volumes and construction access roads; a final elevation plan, which includes the cap; and a plan showing the temporary stockpile area for excess clean soil. Ramboll proposes to confer with the City, Edgewater, and Edgerton on the site development and grading plan so that it is consistent with the Bluff restoration project being designed by others. The Interim Remedial Action Design Plan will be submitted to the City in draft form prior to finalizing for submittal to the WDNR. Our cost estimate includes a WDNR review fee of \$1,050.

Ramboll will conduct and/or participate in conference calls or WebEx presentations with the City, Edgewater, Edgerton, WDNR, and/or others, as needed. The goal of the meetings and coordination is to bring together all interested parties and/or representatives of stakeholder organizations to facilitate rapid dissemination of information and compilation of regulatory requirements to allow expedited design and project approval. Ramboll has included costs to attend three meetings including the WDNR meeting conducted April 21, 2020.

PROJECT SCHEDULE

Ramboll is prepared to begin preparation of the Interim Remedial Action Design Plan for the upland portion of the site within 1 to 2 days of receiving authorization to proceed. Ramboll will begin preparing the design plans upon receipt of the topographic survey of the upland area from Kapur. Ramboll will fast-track preparation of draft documents and anticipate providing draft reports within 4 weeks of authorization to proceed, targeting June 4, 2020, and allowing 1 week for City review and comment.

ESTIMATED PROJECT COSTS

The scope of services described herein will be completed in accordance with the attached terms and conditions (Attachment A) on a time and materials basis for the following estimated costs:

1. Interim Remedial Action Design Plan	\$17,900
2. WDNR Review Fees (pass through cost)	\$1,050
3. Project Meetings and Management	<u>\$4,250</u>
Total Estimated Cost:	\$23,200

Thank you for opportunity to be of service. If you find this proposal acceptable, please have a copy of the proposal executed and return it to Ramboll as our authorization to proceed. If you have any questions or need further information, please contact us.



Sincerely,

Donna M. Volk, PG, CPG
Senior Managing Consultant

D 262 901 3504
dvolk@ramboll.com

Jeanne M. Tarvin, PG, CPG
Principal

D 262 901 0085
jtarvin@ramboll.com

AUTHORIZATION TO PROCEED

Ramboll Proposal No. P2722-20087, dated April 30, 2020, for Environmental Consulting Services Related to Preparation of a Remedial Action Plan for the Upland Portion of the Peter Cooper Site in Oak Creek, Wisconsin

Signature: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT A

TERMS AND CONDITIONS



TERMS AND CONDITIONS BETWEEN THE CITY OF OAK CREEK AND RAMBOLL US CORPORATION

Ramboll US Corporation, a Virginia corporation, ("Ramboll") agrees to provide professional services under the following Terms and Conditions:

- 1. Fees:** Ramboll bills for its services on a time and materials basis using standard hourly rates. If requested, we will provide an estimate of the fees for a particular task, and we will not exceed that estimate without prior Client approval. For deposition and testimony, we charge premium hourly rates. In certain circumstances, we will undertake an assignment on a fixed fee basis if the requirements can be clearly defined.
- 2. Invoicing:** Ramboll bills its clients on a monthly basis using a standard invoice format. This format provides for a description of work performed and a summary of professional fees, expenses, and communication and reproduction charges. For more detailed invoicing requests, Ramboll reserves the right to charge for invoice preparation time by staff members.
- 3. Payment:** Ramboll bills are payable UPON RECEIPT. We reserve the right to assess a late charge of 1.0 percent per month for any amounts not paid within 30 days of the billing date. We also reserve the right to stop work or withhold work product if invoices remain unpaid for more than 60 days past the billing date. If our work relates to a business transaction, we expect to be paid in a timely fashion, without regard to whether or when the transaction closes. If we are required to take legal action to have our invoices paid and we win in court, Client agrees to pay our costs, including reasonable legal fees.
- 4. Subcontractors:** Ramboll has a policy that its Clients should directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters). As a service to you, we will advise you with respect to selecting other such contractors and will assist you in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors you may hire. When Ramboll engages a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus 15 percent. By engaging us to perform these services, you agree to indemnify, defend and hold Ramboll, its directors, officers, employees, and other agents harmless from and against any claims, demands, judgment, obligations, liabilities and costs (including reasonable attorneys' and expert fees) relating in any way to the performance or non-performance of work by another contractor, except claims for personal injury or property damage to the extent caused by the negligence or willful misconduct of Ramboll's employees.
- 5. Reimbursable Expenses:** Project-related expenses including travel, priority mail, overnight delivery, outside reproduction and courier services will be billed at cost plus 15 percent. The use of company-owned cars, trucks, and vans will be charged at \$125 per day. The use of company-owned equipment and protective clothing will be billed in accordance with our standard fee schedule. The cost of project-related communications, to include in-house telephone, facsimile, postage, and reproduction, computers, data compilation, and CADD will be charged at a total of 6 percent of the total labor charges.
- 6. Access and Information:** Client agrees to grant or obtain for Ramboll reasonable access to any sites to be investigated as part of Ramboll's scope of work. Client also agrees to indicate to Ramboll the boundary lines of the site and the location of any underground structures, including tanks, piping, water, telephone, electric, gas, sewer, and other utility lines. Client agrees to notify Ramboll of any hazardous site conditions or hazardous materials, about which Client has knowledge and to which Ramboll's employees or contractors may be exposed while performing services on behalf of Client, including providing copies of relevant Material

Safety Data Sheets. Client also shall make available to Ramboll all information within its control necessary to allow Ramboll to perform its services and agrees to comply with reasonable requests by Ramboll for clarification or additional information. Client shall be responsible for the accuracy of this information. Ramboll shall not be responsible for any damage to underground structures or utilities to the extent such damage was caused by incomplete or inaccurate information provided to us by the client or other party. Client agrees to make Ramboll aware of any unsafe conditions at any project site about which Client has knowledge.

7. Reporting Requirements: Client may be required under federal, state or local statutes or regulations to report the results of Ramboll's services to appropriate regulatory agencies. Ramboll is not responsible for advising Client about its reporting obligations and Client agrees that it shall be responsible for all reporting, unless Ramboll has an independent duty to report under applicable law. In those situations, Ramboll will provide Client with advance notice that Ramboll believes that it has an obligation to report as well as the substance of the report it intends to make.

8. RCRA Compliance: Client shall be responsible for complying with the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. ("RCRA") and its implementing regulations in connection with Ramboll's work under this Agreement. Client may request Ramboll's assistance in meeting its RCRA and other similar waste management obligations, including analytical testing to assist Client in proper characterization of waste, identifying potential transporters and disposal facilities for waste (provided that Client shall make the final selection of both the transporter and disposal facility), entering into subcontracts or purchase order arrangements with the transporters and/or disposal facilities selected by Client, and preparing manifests for the Client's approval and execution. Client agrees that, by virtue of providing these services, Ramboll shall not be deemed a "generator" or a party who "arranges" for the "transportation," "treatment" or "disposal" of any "hazardous waste" or "hazardous substance" (as those terms are defined in the Comprehensive Environmental Response Compensation and Liability Act or "CERCLA", 42 U.S.C. Section 9601). Client agrees to indemnify, defend and hold Ramboll, its directors, officers, employees and agents, harmless from and against any and all claims, demands, judgments, obligations, liabilities, any costs (including reasonable attorneys' and expert fees) relating to: (1) Ramboll's work in assisting Client with its RCRA obligations; and (2) the transportation, treatment, and disposal of hazardous substances or hazardous waste generated by the field activities conducted for Client.

9. Confidentiality: We treat all information obtained from Clients, not otherwise previously known to us as confidential, unless such information comes into the public domain through no fault of ours, or is furnished to us by a third party who is under no obligation to keep the information confidential. If we are subpoenaed to disclose confidential information obtained from you or about our work for you, we will give you reasonable notice and the opportunity to object before releasing any confidential information.

10. Independent Contractor: Client agrees that Ramboll is acting as an independent contractor and shall retain responsibility for and control over the means for performing its services. Nothing in these Terms and Conditions shall be construed to make Ramboll or any of its officers, employees or agents, an employee or agent of Client.

11. Standard of Care: In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services in the same geographic area. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Ramboll makes no other warranty or representation, either express or implied, with respect to its services. Estimates of cost, recommendations and opinions are made on the basis of our experience and professional judgment; they are not guarantees. Reasonable people may disagree on matters involving

professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered.

Client recognizes that there may be hazardous conditions at sites to be investigated as part of Ramboll's work. Client acknowledges that Ramboll has neither created nor contributed to the existence of any hazardous, toxic or otherwise dangerous substance or condition at the site(s) which are covered by Ramboll's work. Client also recognizes that some investigative procedures may carry the risk of release or dispersal of pre-existing contamination, even when exercising due care. Client releases Ramboll from any claim (including claims under CERCLA or state law) that it is an "operator" of any site where it performs work for Client or a "generator" or a party who "arranges" for the "transportation," "treatment" or "disposal" of any "hazardous substance" (as those terms are defined in CERCLA), by virtue of its work for Client at any site.

12. Insurance: Ramboll shall maintain the following insurance coverage while it performs the work described in Exhibit "A:" (1) statutory Workers Compensation and Employer's Liability Coverage; (2) General Liability for bodily injury and property damage of \$1,000,000 aggregate; (3) Automobile Liability with \$1,000,000 combined single limit; and (4) Professional Liability and Contractor's Pollution Liability with a combined single limit of \$1,000,000 per claim and in the aggregate. If Client desires additional insurance or special endorsements, premiums associated with that coverage would be considered a reimbursable expense. Upon request, we will provide you with a certificate of insurance.

13. Third Parties: Ramboll's services are solely for Client's benefit and may not be relied upon by any third party without Ramboll's express written consent. Any use or dissemination of Ramboll work products (including Ramboll reports), without the written consent of Ramboll, shall be at Client's risk and Client shall indemnify and defend Ramboll from any and all claims, demands, judgments, liabilities and costs (including reasonable attorneys' and expert fees), related to the unauthorized use or dissemination of Ramboll's work. Client also agrees to be solely responsible for and to defend, indemnify, and hold Ramboll harmless from and against any and all claims, demands, judgments, liabilities and costs (including reasonable attorneys' and expert fees), asserted by third parties arising out of or in any way related to our performance or non-performance of services, except for claims of personal injury or property damage to the extent caused by the negligence or willful misconduct of Ramboll's employees.

14. Indemnification: Ramboll agrees to indemnify, defend, and hold harmless Client and its agents, officers, directors, and employees from and against those claims, suits, damages, or losses incurred by Client, to the extent that such damages or losses are directly caused by the negligent acts or willful misconduct of Ramboll or its agents, officers, directors, or employees. This Agreement to indemnify, defend, and hold harmless shall not extend to any suits, claims, damages, or losses caused by the acts, omissions, or conduct of Client or any other person.

15. Limitation of Liability: Ramboll shall be liable only for direct damages that result from Ramboll's negligence or willful misconduct in the performance of its services. UNDER NO CIRCUMSTANCES SHALL RAMBOLL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER LAW OR CONTRACT. Ramboll shall not be liable for and Client shall indemnify Ramboll from and against all claims, demands, liabilities and costs (including attorneys' and expert fees) resulting from on-site activities except to the extent caused by Ramboll's negligence or willful misconduct. In no event shall our liability exceed the amount paid to us by you for our professional services (net of reimbursable expenses) and Client specifically releases Ramboll for any damages, claims, liabilities and costs in excess of that amount.

16. Termination: This Agreement may be terminated by either party upon ten (10) days written notice to the other. If Client terminates the Agreement, Client agrees to pay Ramboll for all services performed until the effective date of the termination. Client's obligations under Paragraphs 3, 4, 8, 9, 11, 13, and 14 shall survive termination of this Agreement and/or completion of the services hereunder.

17. Disputes: All disputes under this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association. If our personnel or documents are subpoenaed for depositions or court appearance in any dispute related to the project (except disputes between Ramboll and Client related to our services), Client agrees to reimburse us at our then current billing rates for responding to those subpoenas, including out-of-pocket reimbursable expenses.

18. Scope of Agreement: Once Client has signed Ramboll's proposal, that proposal and these Terms and Conditions shall constitute the complete and exclusive Agreement between the parties and will supersede all prior or contemporaneous agreements, whether written or oral. No provision of these Terms and Conditions may be waived, altered or modified except in writing and signed by Ramboll. Client may use standard business forms, such as purchase orders, for convenience only; any provision on those forms that conflict with these Terms and Conditions shall not apply.

19. Nonsolicitation: Both Ramboll and Client agree during the term of this Agreement and for 12 months following its termination for any reason, neither party will solicit for employment, or hire as an employee or contractor, any personnel of the other party involved in the performance of services to the Company.

September 7, 2010

Revision: November 30, 2018



ATTACHMENT B

RATE SCHEDULE

Ramboll US Corporation
City of Oak Creek Rate Schedule
Remedial Action Plan for
Upland Portion of Peter Cooper Site
(US\$)

Category	Rate
Principal	181
Senior Managing Consultant	169
Managing Consultant	157
Senior Consultant 2	139
Senior Consultant 1	120
Consultant 3	105
Consultant 2	93
Consultant 1	83
Drafting	65
Support	65



COMMON COUNCIL REPORT

Item: Bluff Stability Design & Permitting

Recommendation: That the Common Council considers a motion to enter into a professional services agreement with Edgewater Resources, Inc. to initiate design and permitting for a bluff stability solution for the City property at 8940 S. 5th Avenue at a cost of up to \$71,000. (4th Aldermanic Distric).

Fiscal Impact: Payment for this project would come from a grant in the amount of \$125,000 from the Fund for Lake Michigan.

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: In 2015, the City constructed an Interim Remedial Action at 8940 S. 5th Avenue (a portion of the former Peter Cooper site); a property with environmentally-impacted soils. That project capped a strip of land along the top of the bluff, and reconfigured the top portion of the bluff into a more stable condition, such that the impacted soils would be less apt to erode down into Lake Michigan. At that time, lake levels were fairly low, yet it was likely that the bottom of the bluff would need stabilization and protection from wave erosion in the future.

Since then, Lake Michigan water levels have risen rapidly, and are projected to remain at record or near record highs for years to come, resulting in significant erosion of the bluff. Accelerated bluff erosion is a significant threat to the blufftop area, and if left unchecked this upland area will continue to slump and recede. For well over a decade, these upland properties have been targeted for both public and private redevelopment.

Major erosion is a potential danger to people or watercraft that may be on or near the shoreline if and when failures occur. Impacted fill from the previous industrial operations remain on the bluff edge is currently being undermined, and contaminated material is entering Lake Michigan.

The City has been presented with an opportunity for the large volume of clean soil needed, in a more cost-effective manner, to incrementally pursue a meaningful construction project to address the above issues.

Initial concepts and cost estimating have been conducted. A buttress fill providing access to the lakeshore will be designed. Staff has secured grant funding to help finance the design and permitting. Once this more detailed design is started, and the permit process is underway such that the outcome is well defined, the City could then apply for future construction grant funding. There are numerous grant opportunities available upcoming due to the current urgency of providing resilience to the Lake Michigan shoreline.

Completion of design and permitting would allow the City to pursue these critical funding opportunities, and position the City to act more quickly once funding is identified.

The City has a signed commitment from MMSD that commits \$583,858 toward eventual construction, and the City is currently applying to increase the MMSD funding by another \$540,758, for a total of \$1,124,617 toward construction of a stability solution. This funding can be used in future grant applications as a non-federal match, thereby reducing the City's commitment toward future match funding.

Edgewater is a well-respected national coastal engineering firm with an office in Madison and extensive experience on the Lake Michigan shoreline. Edgewater is currently working with RINKA on a number of projects, including the RIVER redevelopment in Milwaukee and Cordova Marine in Fort Lauderdale, FL. Through their initial work, Edgewater has become familiar with the complex environmental and geotechnical needs of the Lake Vista North bluff site and has worked well with City staff and our environmental consultants, which will be essential for permitting, and to acquire WDNR approval and eventual site closure.

Options/Alternatives: If the City does not initiate design and permitting, it will not be ideally-positioned to compete for the available construction funding grants. In the meantime, the bluff erosion and water quality impacts will intensify.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Susan A. Winnen, PE
Environmental Engineer

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, PE
City Engineer

Attachments: Edgewater Proposal

June 11, 2020

City of Oak Creek
Attn: Susan A. Winnen
8040 South 6th Street
Oak Creek, WI 53154

RE: Cooper Site, Oak Creek Wisconsin

Dear Ms. Winnen:

The bluffed shoreline immediately south of the Milwaukee Metropolitan Sewerage District (MMSD) wastewater treatment plant in Oak Creek is suffering rapid shoreline recession and bluff failures. There is imminent risk of exposing contaminated soils and materials buried near the bluff crest. The City seeks to stabilize the shoreline to eliminate the risk of loss and exposure of these materials. Therefore, the City of Oak Creek (the City) engaged Edgewater Resources (ER) to provide schematic design and a conceptual level of opinion of probable construction costs for design options to protect the shoreline at the Cooper Site in Oak Creek, Wisconsin. Two solution types were considered. One design option was a "traditional" revetment and the other was an artificial pocket beach solution. The concept design and conclusions can be found in ER's Report "Cooper Site Bluff Stabilization – Traditional Revetment vs. Beach Concept" submitted to the City on March 20, 2020. After reviewing the merits of the two options, and associated costs, the City elected to pursue the traditional revetment option further.

ER prepared a scope of work to complete the full design of a revetment style solution for bluff stabilization at the Cooper Site and submitted it to the City on May 13, 2020. A companion proposal was submitted on April 27, 2020 to address the permitting aspects of the proposed works. This submission only includes just Task I – Preliminary Engineering.

PROPOSED SCOPE OF SERVICES

Because of the requirement to have construction completed with 24 months of project initiation, the scope is structured based on critical path activities to move the project through the permitting process concurrent with the development of the technical components. Seasonal constraints also limit construction windows, so hard deliverables dates will be established to meet the construction schedule.

Task I: Preliminary Engineering

Cooper Site Bluff Stabilization
Oak Creek, WI

Edgewater Resources
20-016

Previously, a concept level design was created for a revetment style shore protection solution. That concept design was based upon limited and dated information about the site. Updated information including a current shoreline topographic and bathymetric survey will be gathered to support a basis of design. Previous wave and lake studies will be re-examined and updated or reworked as necessary to provide current conditions. Particular attention will be given to lake level related uses as conditions now are exceeding any previously assumed extreme conditions.

Edgewater Resources will prepare Preliminary Engineering Plans for the revetment style solution to a 30% level of completion. The plans will be descriptive in terms of the geometric requirements of the design and will reflect those aspects of the work that involve the shoreline and the regulatory jurisdiction thereof. Not included in this scope, but separately required, is input from a visioning effort to define a programming plan for what the waterfront should look like and how it will function, which impacts the permitting.

The Preliminary Engineering Documents shall consist of drawings and other supporting material illustrating the scale and relationship of project components. These will serve as supporting documentation for the permitting process. Upon completion and compilation/submission of the Preliminary Engineering Documents, Edgewater Resources will attend a meeting with the City to review and identify any final plan changes or additional information that may be needed prior to the formal application for permit and environmental review. Plans developed at the Preliminary Engineering level for the project will be at a level normally necessary for submission to regulatory agencies for project environmental permits. Concurrent with the Preliminary plan set, Edgewater Resources will submit to the City a preliminary Opinion of Probable Construction Cost (OPCC).

Assumptions:

The City will separately engage in a visioning session to define a plan and program for creating a linear waterfront park and how this might be integrated and accessed as a public amenity. The City will also initiate funding research and provide input regarding grant stipulated features that need be incorporated into the design

Task I Deliverables:

- Updated Topographic and bathymetric data
- Updated marine climatology
- Preliminary Engineering Plans at 30% level
- Permit appropriate support documents to submit to accompany Permit Applications
- Preliminary/Updated OPCC's at the 30% level

Task I Meetings

- Preliminary Engineering Plan Design Review (two assumed with City)
- Coordination meeting assumed with Ramboll
- Permitting Materials Review

COMPENSATION

All services will be subject to the attached General Terms and Conditions. Compensation for the base deliverables of Tasks I are estimated as follows:

Task I: \$71,000

Fees for subsequent Tasks to advance the project to construction will be submitted separately and at a later date.

ADDITIONAL SERVICES

Edgewater Resources will provide additional services related to this project including, but not limited to, project planning and visioning, public engagement and consensus building, geotechnical investigations; hydrographic measurements including waves, currents, water quality and sediment load, and ice; modeling of physical processes such as sedimentation, wave or current effects, water quality and circulation, and ice dynamics; participation in unscheduled meetings and presentations, and other value services related to the design and/or construction of the facility. These services will be compensated according to the attached rate schedule, or as agreed.

Receipt of this signed agreement will serve as our authorization to proceed. We very much appreciate the opportunity to support City of Oak Creek, and look forward to the prospect of continued work with you on this and other exciting projects

Sincerely,



Gregory J. Weykamp, ASLA, LEED AP BD+C
Principal

Sincerely,



Jack C. Cox, P.E.; *D.CE, D.PE, D.NE*
Director of Engineering

Attachment: Rate Schedule, General Terms and Conditions

COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 6/16/2020 License Committee Report, with issuance subject to payment of any fees or obligations.

Fiscal Impact: License fees in the amount of \$7,505.00 were collected. Additional fees in the amount of \$750 will be collected prior to the release of the Class A Combination license.

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:

1. Grant the renewal alcoholic beverage license applications received for the period of July 1, 2020 through June 30, 2021.

Class A Combination

Sal's Beer & Wine, LLC dba Sal's Beer & Wine
Location: 7872 S. Howell Ave.
Salvatore Colla, Agent
Home: 3833 W. Leah Ave., Franklin

Class B Beer

Kennedy Enterprises LLC dba Board & Brush
Location: 8880 S. Howell Ave., #860
Gin Kennedy, Agent
Home: 13755 W. Foxwood Dr., New Berlin

Class B Beer / Class C Wine

Panda Gourmet, LLC dba Panda Gourmet
Location: 8880 S. Howell Ave., #900
Xiao Xiong Liang, Agent
Home: 1385 E. Prairie View Dr., Oak Creek

Class B Combination

Oak Creek Diner-Jacob LLC dba Oak Creek Diner

Location: 6874 S. 13th St.

Teresa Jacob, Agent

Home: 10416 S. Chicago Rd., Oak Creek

2. Grant a Temporary Class "B" beer / "Class B" wine license Jas A. Mortenson, agent on behalf of All Saints Lutheran Church – ELCA, 9131 S. Howell Ave., for the "How Great Thou "ART" Fair" to be held on July 18, 2020.

3. Grant an Amusement Operator and Amusement Devices License(s) to:

- * Michael Weigel, Wisconsin P & P Amusement, 12565 W. Lisbon Rd., Brookfield, WI
- * Jimmy R. Brewer, Brewer Amusement Co., LLC, 412 Sparta St., McMinnville, TN
- * Reginald Zeniecki, Reggie's Amusements LLC, 4918 S. Packard Ave., Cudahy, WI
- * Jay Jacomet, Red's Novelty, Ltd., 1921 S. 74th St., West Allis, WI

4. Grant an Operator license to:

- | | |
|---|---------------------------------------|
| * Connie DeToro (Sidetracked) | * Kyle Matthews (Buffalo Wild Wings) |
| * Marlo Stanislawski (Meijer) | * Nolan Hakes (Pick 'n Save) |
| * Katherine Hedrington (Pick 'n Save) | * Janice Spencer (Pick 'n Save) |
| * Samantha Kuharski (Pick 'n Save) | * Noah Kurszewski (Pick 'n Save) |
| * Mary Robbins-Lenk (Pick'n Save) | * Georgina Domingues (Pick 'n Save) |
| * Jack Grossman (Gastrau's Golf Center) | * Ryan Backes (Gastrau's Golf Center) |

Options/Alternatives: None

Respectfully submitted:



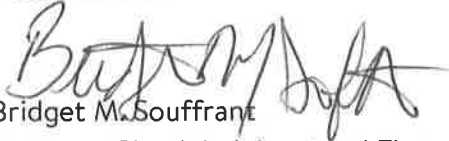
Andrew J. Vickers, MPA
City Administrator

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 June 10, 2020 Vendor Summary Report in the total of \$382,181.69.

Fiscal Impact: Total claims paid of \$382,181.69.

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. \$5,159.00 to American Litho (pg #1) for Summer 2020 Acorn printing.
2. \$7,500.00 to Baker Tilly (pg #2) for services through May in connection with 2019 financial audit.
3. \$7,580.00 to Best Technology Systems, Inc. (pg #2) for range cleaning and disposal.
4. \$44,347.50 to Buelow Vetter (pg #3) for legal services.
5. \$10,400.00 to Dept. of AG, Trade, & Consumer Protection (pg #4) for annual weights and measures inspection.
6. \$18,747.82 to Enterprise FM Trust (pg #5) for DPW vehicle lease monthly payment.
7. \$5,000.00 to Gatzke & McFadden Law Offices Trust (pg #1) for settlement of claim.
8. \$8,032.36 to General Fire Equipment Co, Inc (pg #5) for new squad setup equipment.
9. \$10,590.50 to Green Bay Pipe & TV (pg #6) for television inspection of manhole and lateral cleaning, Project #18035.
10. \$10,268.32 to Hein Electric Supply Co. (pgs #6-7) for cords, breakers, digital breaker finder, cable ties, insulators, fixtures, and poles.
11. \$12,759.16 to Kansas City Life Insurance Co. (pg #8) for July disability insurance.
12. \$7,380.00 to Kapur & Associates Inc. (pg #8) for survey services from April 17 - May 2, 2020.
13. \$7,139.08 to MP Systems, Inc. (pg #10) for street lighting repair, Project #19019.
14. \$6,655.36 to Oak Creek Water & Sewer Utility (pg #11) for digger's hotline and water/sewer quarterly fees.

-
15. \$17,074.55 to P3Power LLC (pg #11) for Mitsubishi power supply, Project #20010.
 16. \$9,895.41 to Ramboll (pg #12) for consulting services & support on the Lakefront.
 17. \$7,478.32 to Securian Financial Group, Inc. (pg #13) for July employee life insurance.
 18. \$40,998.34 to US Bank (pgs #19-25) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
 19. \$15,930.19 to WE Energies (pg #16) for street lighting, electricity & natural gas.
 20. \$7,343.03 to WI Court Fines & Surcharges (pg #16) for May 2020 court fines.
 21. \$9,278.87 to WI Dept. of Transportation (pg #17) for construction services relating to Ryan Business Park.
 22. \$7,350.00 to William F. Zimmermann (pg #17) for BD Bond Refund.

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: 6/10/2020 Invoice GL Distribution Report