



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

COMMON COUNCIL MEETING AGENDA

SEPTEMBER 1, 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: 8/18/20

Recognition

4. **Resolution:** Consider Resolution No. 12181-090120, a Resolution of Appreciation to Mary Jane Trate, retiring Recreation Manager (by Committee of the Whole).

New Business

5. **Informational:** COVID-19 measures for City events and public services.
6. **Informational:** Annual TID Review Presentation

HEALTH

7. **Resolution:** Consider Resolution No. 12183-090120, a Resolution approving a service agreement between the Oak Creek Public Health Department and Milwaukee County Office of Emergency Management, Medical Services Division for the Provision of Medical Services.

COMMUNITY DEVELOPMENT

8. **Resolution:** Consider Resolution No. 12183-090120, a Resolution approving a Certified Survey Map submitted by Debra Kessler, STC Oak Creek (WI) LLC, for the properties at 101 & 111 W. Oakview Parkway.

ENGINEERING

9. **Resolution:** Consider Resolution No. 12185-090120, a Resolution approving a drainage easement with LaVerne Boers located at 3280 E. Oakwood Road.
10. **Resolution:** Consider Resolution No. 12186-090120, a Resolution approving an Amendment to the Access and Utility Easement Agreement with Emerald Row LLC.
11. **Motion:** Consider a motion to enter into an Agreement with Edgerton Contractors, Inc. for design/build services project for the Lake Vista North Property at 8940 S. 5th Avenue.

TREASURER

12. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending July 31, 2020.

FIRE

13. **Motion:** Consider a motion approve an Amendment to the Emergency Medical Services Intergovernmental Agreement.

LICENSE COMMITTEE

14. **Motion:** Consider a motion to grant the various license requests as listed on the 9/1/20 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

15. **Motion:** Consider a motion to approve the August 26, 2020 Vendor Summary Report in the total amount of \$523,378.99 (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. 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. 12181-090120

**RESOLUTION OF APPRECIATION
TO
MARY JANE TRATE**

WHEREAS, Mary Jane Trate began her employment with the City of Oak Creek in September, 1985, as a part time Swim Instructor; and

WHEREAS, during her tenure, Mary Jane was an American Red Cross-certified instructor in a variety of areas including CPR and AED, First Aid, Babysitting, Lifeguarding, and Water Safety; and

WHEREAS, on June 8, 1995, Mary Jane's position was advanced to permanent part time status as she became the Recreation Supervisor; and

WHEREAS, in 1996, Mary Jane became a Learning Resources Network (LERN) Certified Program Planner in Recreation, giving her additional skills in learning and teaching, needs assessment, program development and analysis, budgeting and program pricing, marketing and customer service; and

WHEREAS, on March 10, 1999, Mary Jane's position as Recreation Supervisor was upgraded to full-time; and

WHEREAS, on March 1, 2012, Mary Jane's position as Recreation Supervisor was reclassified to Recreation Manager; and

WHEREAS, during her tenure with the City, Mary Jane was responsible for managing the countless recreation programs offered by the City, providing enrichment for young and old alike; and

WHEREAS, Mary Jane assisted in modernizing the recreation registration process and revamping the department's T-ball and camp programs; and

WHEREAS, Mary Jane became certified in TAGteach, a method of teaching with acoustical guidance, and implemented it in the summer camp program; and

WHEREAS, in 2015, Mary Jane helped transition the Recreation Department and the successful senior program, The Forever Young Club, to the new Civic Center; and

WHEREAS, Mary Jane assumed the production of the Recreation Guide in the Acorn, learning to use Adobe InDesign and becoming an expert in the software and the City's brand; and

WHEREAS, Mary Jane, without fail, brought doughnuts to her staff every Friday; and

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

WHEREAS, effective July 31, 2020, Mary Jane retired from her position of Recreation Manager with the City of Oak Creek, completing over thirty-five years of service, twenty-one years of it full-time, to the City of Oak Creek.

NOW, THEREFORE, BE IT RESOLVED that the best wishes for good health and happiness be extended to Mary Jane 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 Mary Jane Trate.

Passed and adopted this 1st day of September, 2020.

President, Common Council

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____



COMMON COUNCIL REPORT

Informational: Annual Tax Increment District (TID) Review Presentation

Fiscal Impact: n/a

- 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 Council has requested an annual report from the City Administrator's Office outlining the status of all TIF Districts (TIDs). The attached presentation serves to not only provide present financial conditions of the TIDs to Council, but also serves as a brief TIF education to the public. Further, this report demonstrates this Administration and Common Council's commitment to financial transparency, as espoused in the City's Strategic Action Plan, regarding our use and administration of TIDs (and other financial matters).

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Annual Tax Increment District Review presentation



Annual Tax Increment District Review

Prepared For:
Oak Creek Common Council

September 1, 2020



Presentation Outline

- Financial Stability- A Strategic Plan Critical Success Factor
- Overview/Understanding of Tax Increment Finance
- Status of TIDs in Oak Creek
- 12% Test
- Questions & Answers

Strategic Action Plan, 2017-2020



Evolve the Communication of Budget Processes, Priorities, and Fiscal Challenges (Internally and Externally)

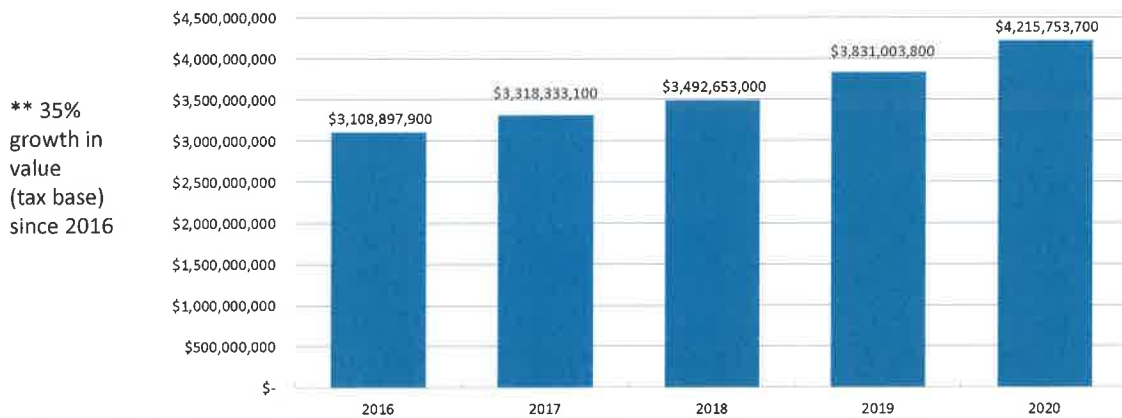
Initiation Timeframe: 2018

- Evolve budget document as a financial blueprint and communication device
- Provide additional outlets to communicate the budget to all levels of internal organization
- Prepare budget document for Government Finance Officers Association (GFOA) budget award submittal to demonstrate commitment to financial transparency
- Provide basic TIF education "101" piece
- Increase utilization of Dollar breakdown of taxes (i.e. where do your taxes go?); place info at tax collection sites
- Demonstrate value-proposition of City services to taxpayers

Financial Stability

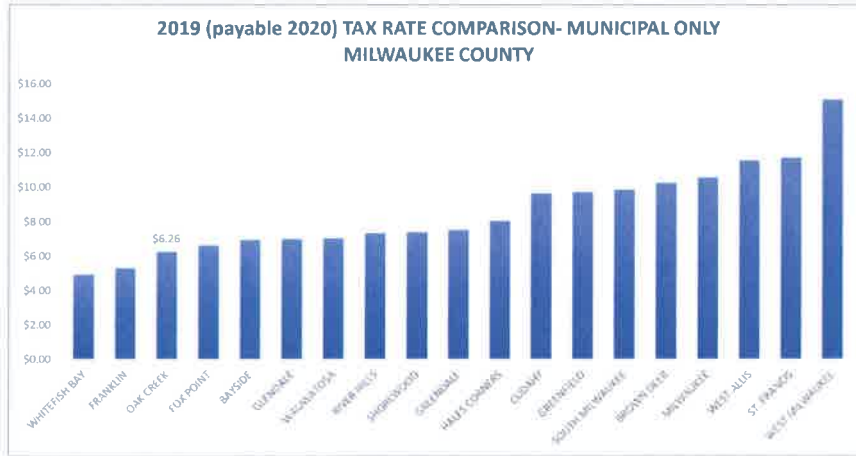


CITY OF OAK CREEK
EQUALIZED VALUE 2016-2020

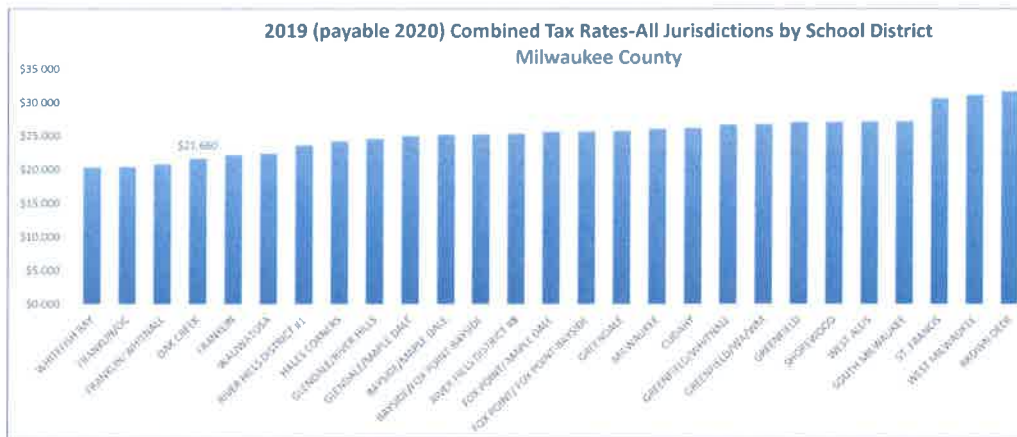




Financial Stability



Financial Stability

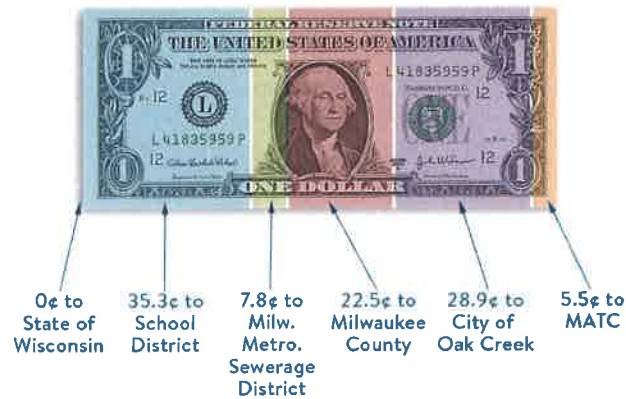




Financial Stability

2019 Tax Dollar Breakdown

*(Payable 2020 calendar year)



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TIF vs. TID

TIF (Tax Incremental Financing)

- Economic development program which helps promote local tax base and jobs expansion by using property tax revenues to fund site improvements

VS.

TID (Tax Increment District)

- The actual physical area designated for expansion where improvements are being made.

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TID by the Numbers

- As of December 31, 2018, Wisconsin currently has 1,238 active TIDs
- There are 121 TIDs in Milwaukee County, EVERY city has at least 1 TID (3 villages- Bayside, Fox Point, River Hills- do not have a TID)
- As of December 31, 2018, there was a total of \$32.5 BILLION of property value in WI TIDs
- The ONLY meaningful tool available to local WI municipalities to engage in economic development

Sources: Department of Revenue

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Common Misconceptions

1. Creating TIDs will increase taxes
2. A Developer's "get-rich-quick-scheme"
3. Developer's don't pay their taxes, City gives out "free money"
4. General taxpayers of the City are negatively impacted financially by a TID

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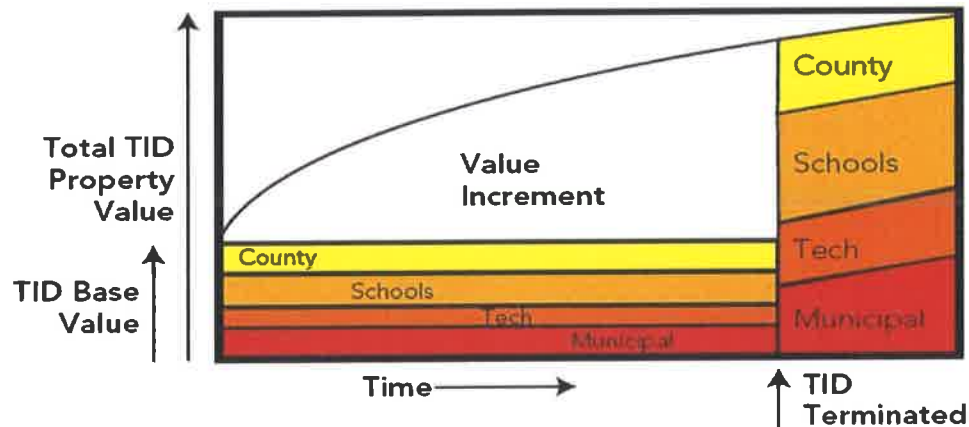


TIF: Understanding the Financing Mechanism

- Base value: total assessed value in defined boundary at time of creation is "frozen"
- Increment value: Value above base value in each year of TID existence (repay project costs, usually 20 years)
- Ex: on a \$15,000,000 property, full tax revenue is \$316,800. The City's portion it keeps for City operations/finances is \$94,500
- The City (the TID) keeps full "tax rate" vs. just the City portion of taxes to repay TID expenses-- \$316,800 vs. \$94,500
- If this \$15M property was in a TID, the City could keep the full \$316,800 and use it to pay costs in the TID
- When the TID "terminates" all taxing jurisdictions get the higher tax revenues generated by development in the TID



Value Growth and Tax Sharing in TIF

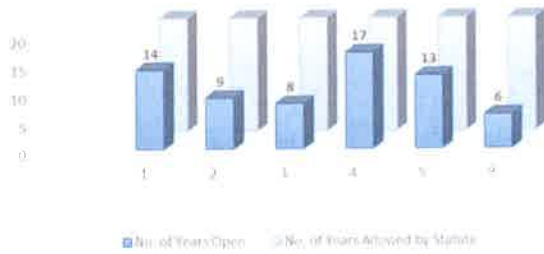


Source: Modified from Wisconsin Department of Revenue City/Village Tax Incremental Financing Manual, Chapter 1, Section 2, "How Does TIF Work".



History of Early TIF Closure & New Tax Base Generated

Early Closure



Value Generated



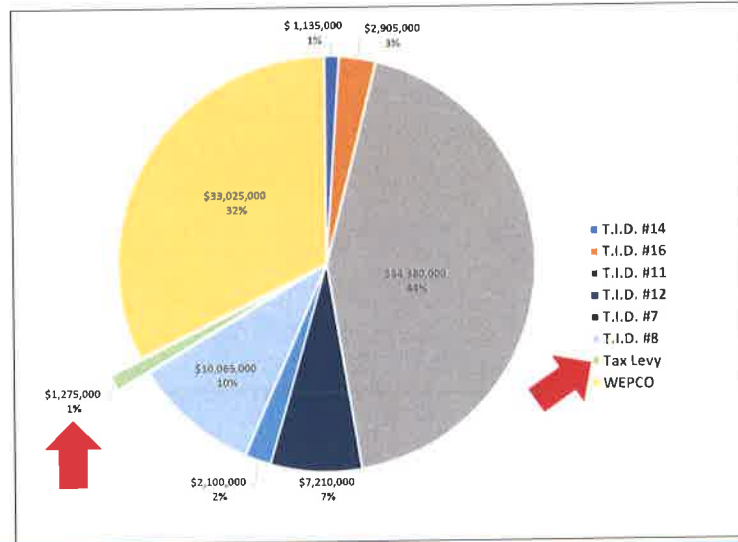
12% Test Calculation

Impact: City cannot create a new TID or add territory to an existing TID until it meets the 12% test again.

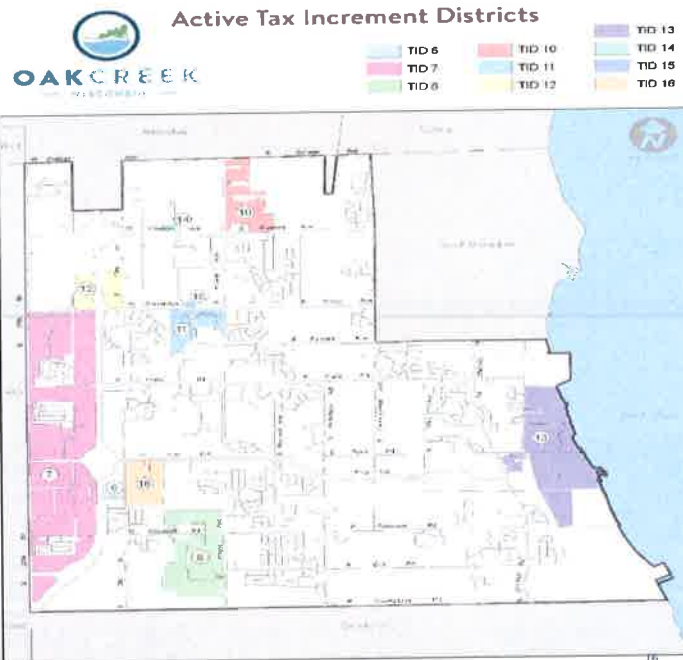
City of Oak Creek 12% Test	
Total City Equalized Value (2020)	\$4,215,753,700
12% test	\$505,890,444
TID No.	2020 Equalized Value Increment
TID #6	\$14,956,300
TID #7	\$56,532,800
TID #8	\$86,481,800
TID #10	\$20,022,000
TID #11	\$164,280,200
TID #12	\$52,803,100
TID #13	\$507,900
TID #14	\$6,471,000
TID #15	\$3,839,800
TID #16	\$118,668,400
TOTAL	\$524,563,300

Non-Compliance

FY 2020 G.O. Debt by Source of Payment



Summary of all open TIFs



T.I.D. No. 6 – Creekside Corporate Park Summary



Industrial Park generally located on the west side of South 13th Street between West Ryan Road and West Oakwood Road.

Creation Date – 10/17/00

Termination Date – 10/17/23

Amended in 2017 to be Donor to TID No. 13.

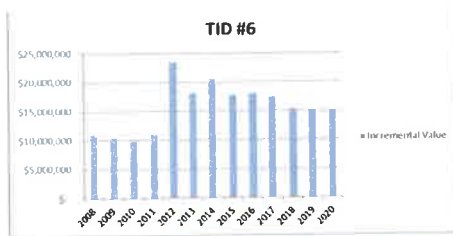
Type – Industrial

Increment as of 1/01/20 – \$14,956,300

Remaining acres – 11.4

Balance of G.O. supported debt – \$0

*No active or pending development agreements in the district



T.I.D. No. 7 – 27th Street Corridor Summary



Light industrial park bounded by Interstate 94, Drexel Avenue, 27th Street & the Milwaukee County border.

Creation Date – 4/17/07

Termination Date – 4/17/27

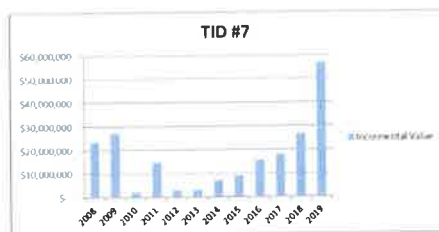
Type – Mixed Use

Increment as of 1/01/20 – \$56,532,300

Remaining acres – 144

Balance of G.O. supported debt – \$2,100,000

*There are 2 active PAYGO development agreements in the district for Campione & Liberty.



T.I.D. No. 8 – Oakview Business Park Summary



Mixed use district south of Howell and west Oakwood Road for light industrial, commercial, and office

Creation Date - 1/01/09

Termination Date - 1/09/29

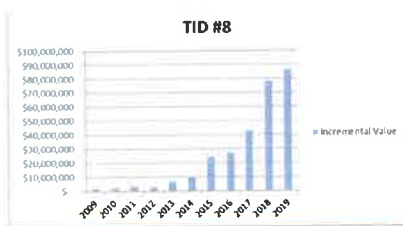
Type - Mixed Use

Increment as of 1/01/20 - \$86,481,800

Remaining acres - 90

Balance of G.O. supported debt - \$10,065,000

*There are 2 active PAYGO development agreements in the district for Stella & Chewy's and Arena Americas



T.I.D. No. 10 - Master Lock Summary



Industrial and Commercial Park east of South Howell Avenue between College and Rawson Avenue.

Creation Date - 9/07/10

Termination Date - 9/07/30

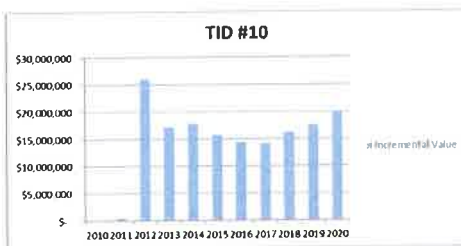
Type - Mixed Use

Increment as of 1/01/20 - \$20,022,000

Remaining acres - 28

Balance of G.O. supported debt - \$0

*There is 1 active PAYGO development agreement in the district for Masterlock



T.I.D. No. 11 – Drexel Town Square Summary



City Center, mixed use, redevelopment adjacent to Howell Avenue between West Drexel Avenue and West Forest Hill Avenue.

Creation Date – 4/03/12

Termination Date – 4/03/32

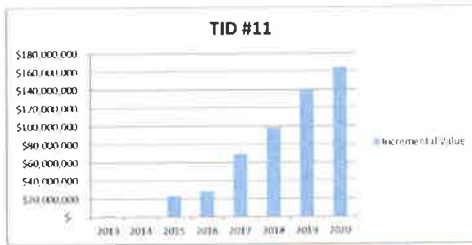
Type – Mixed Use

Increment as of 1/01/20 – \$164,280,200

Remaining acres – 12.2

Balance of G.O. supported debt – \$40,330,000

*There are 7 active development agreements in the district used mainly to incentivize underground parking with an upfront grant and a guaranteed minimum assessed value (MAV).



T.I.D. No. 12 - IKEA Summary



Highly visible, mixed use, District north of Drexel Avenue bordering Interstate 94 on east and west sides

Creation Date – 7/20/2016

Termination Date – 7/20/2036

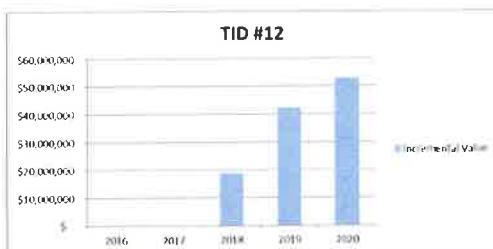
Type – Mixed Use

Increment as of 1/01/20 – \$52,803,100

Remaining acres – 33.8

Balance of G.O. supported debt – \$7,210,000

*There are 2 active PAYGO development agreements (IKEA and Highgate). There is also 1 pending hybrid development agreement for Stand Rock Hospitality.



T.I.D. No. 13 – Lakefront Summary



Historic heavy industrial manufacturing area is predominantly defined by the existence of legacy environmental complexities along lakefront.

Creation Date – 5/16/17

Termination Date – 5/16/44

Recipient from TID No. 6

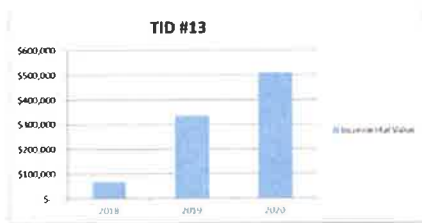
Type – Blighted

Increment as of 1/01/20 – \$507,900

Remaining acres – 356

Balance of G.O. supported debt – \$0

***No active or pending development agreements in the district**



T.I.D. No. 14 – 6th & Rawson Summary



Small scope for the district with environmental remediation necessary to facilitate industrial uses.

Creation Date – 4/13/18

Termination Date – 4/13/2046

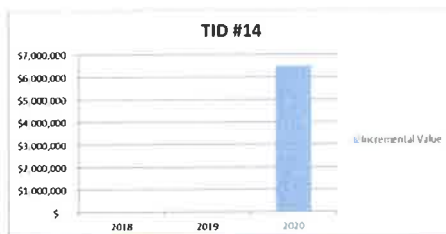
Type – Blighted

Increment as of 1/01/20 – \$6,471,000

Remaining acres – 0

Balance of G.O. supported debt – \$1,135,000

***There is 1 active development agreement (a combination of up-front grant and PAYGO) in the district for environmental remediation.**



T.I.D. No. 15 – Drexel & 6th Street Summary



Small scope for the district with environmental remediation necessary to facilitate redevelopment activities.

Creation Date – 4/13/18

Termination Date – 4/13/2046

Type – Blighted

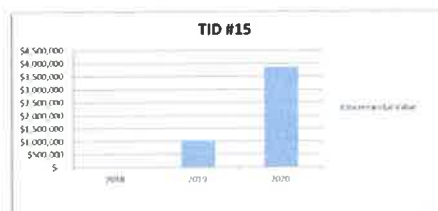
Increment as of 1/01/20 – \$3,839,800

Developable acres – 6

Remaining acres – 0 (future redevelopment of 2 easterly parcels (2.2 acres) is likely)

Balance of G.O. supported debt – \$0

***There is 1 active PAYGO development agreement in the district for environmental remediation.**



T.I.D. No. 16 – Ryan Business Park Summary



Commercial business park positioned off I-94 at Ryan Road and 13th Street. One large user (Amazon) comprises the majority of the district

Creation Date – 8/21/18

Termination Date – 8/21/2038

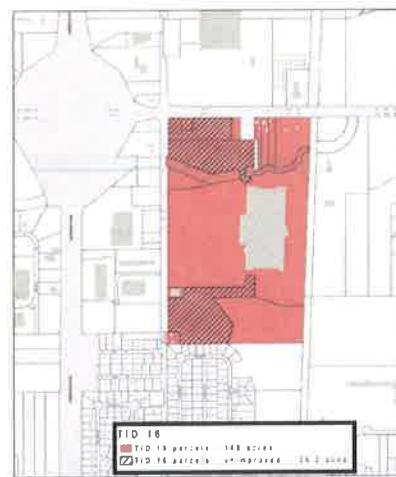
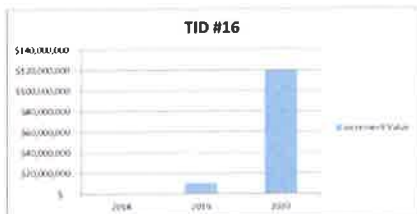
Type – Mixed Use

Increment as of 1/01/20 – \$118,668,400

Remaining acres – 34.2 (future redevelopment of residential homes on Ryan Road is likely)

Balance of G.O. supported debt – \$2,905,000

***There is 1 active PAYGO development agreement in the district for repayment of public infrastructure paid for initially by developer. There is an additional development agreement with an up-front grant (GO debt) that is also funded through taxes generated by Amazon**



Questions?





COMMON COUNCIL REPORT

Item: Service Agreement between Oak Creek Public Health Department and Milwaukee County Office of Emergency Management Emergency Medical Services Division (OEM-EMS) for the Provision of Medical Services

Recommendation: The staff recommend that the Common Council approves Resolution 12187-090120 approving the Service Agreement between the Oak Creek Public Health Department and the Milwaukee County Office of Emergency Management Emergency Medical Services Division for the Provision of Medical Services

Fiscal Impact: This agreement provides the framework for the reimbursement for costs associated with Milwaukee County OEM-EMS providing COVID-19 testing in Oak Creek. The Health Department has received \$72,900 in State grant funding specifically designated for COVID-19 testing, and that funding would cover all of the costs of these testing activities.

- 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 Oak Creek Health Department (OCHD) is responsible for assuring sufficient access to COVID-19 testing for the Oak Creek community. The State Department of Health Services (DHS) has provided each local health department with funding to support testing coordination. The OCHD testing grant allocation for this testing is \$72,900.

As current COVID-19 testing providers and sites will likely not remain consistently available long-term, it is necessary for the OCHD to plan for alternate testing providers and locations. The OCHD does not have the staffing capacity to provide testing services for Oak Creek residents; therefore, a partnership with another entity capable of providing testing services is critical to ensuring that testing remains accessible.

The Milwaukee County Office of Emergency Management Emergency Medical Services (OEM-EMS) has emergency medical services staff who are qualified to perform COVID-19 testing. In order to streamline COVID-19 testing services across Milwaukee County, OEM-EMS has developed a plan to provide COVID-19 testing as needed in Milwaukee County regions or municipalities. Local health departments will use their COVID-19 testing grant allocations to fund testing as it is needed in each community.

This intergovernmental agreement provides the structure for the collaboration between OEM-EMS and the OCHD to successfully implement testing services in Oak Creek. Specifically, the IGA includes the assigned responsibilities for OCHD and OEM-EMS as well as the fee schedule for OEM-EMS services.

Options/Alternatives: The Council could choose not to approve Resolution 12187-090120, which would require the Oak Creek Health Department to identify and operationalize alternative COVID-19 testing services.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Darcy DuBois, MPH
Community Public Health Officer

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments:

1. Template PHD Agreement v3
2. Appendix A (Fee Schedule)
3. Resolution No. 12187-090120



COMMON COUNCIL REPORT

Item: Certified Survey Map - 101 & 111 W. Oakview Parkway

Recommendation: That the Council adopts Resolution No. 12183-090120, a resolution approving a Certified Survey Map submitted by Debra Kessler, STC Oak Creek (WI) LLC, for the properties at 101 & 111 W. Oakview Parkway.

Fiscal Impact: The proposal is to combine the two lots into one parcel in preparation for a planned expansion of the existing Stella and Chewy's facility. The proposed expansion will yield positive fiscal impacts in terms of assessed value, development fees, and impact fees. These properties are 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 Applicant is requesting approval of a Certified Survey Map (CSM) for the properties at 101 & 111 W. Ryan Oakview Parkway in anticipation of several additions and site modifications to the existing manufacturing facility. Following combination, the parcel will be 23.3 acres in size and meets all dimensional requirements for the M-1, Manufacturing district. Staff have no objections to the proposal.

The Plan Commission reviewed the Certified Survey Map proposal at their meeting on August 25, 2020, and recommend approval with the following condition:

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

Options/Alternatives: Council has the discretion to modify the condition(s) of Certified Survey Map approval, or deny the request.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Kari Papelbon, CFM, AICP
Planner

Fiscal Review:

Approved:

Bridget Souffrant (JS)

Bridget M. Souffrant
Finance Director/Comptroller

Douglas W. Seymour

Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Resolution 12183-090120

Location Map

Proposed Certified Survey Map (3 pages)

RESOLUTION NO. 12183-090120

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
DEBRA KESSLER, STC OAK CREEK (WI), LLC

101 & 110 W. Oakview Parkway
(5th Aldermanic District)

WHEREAS, DEBRA KESSLER, STC OAK CREEK (WI), LLC, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of September, 2020.

Passed and adopted this 1st day of September, 2020.

President, Common Council

Approved this 1st day of September, 2020.

Mayor

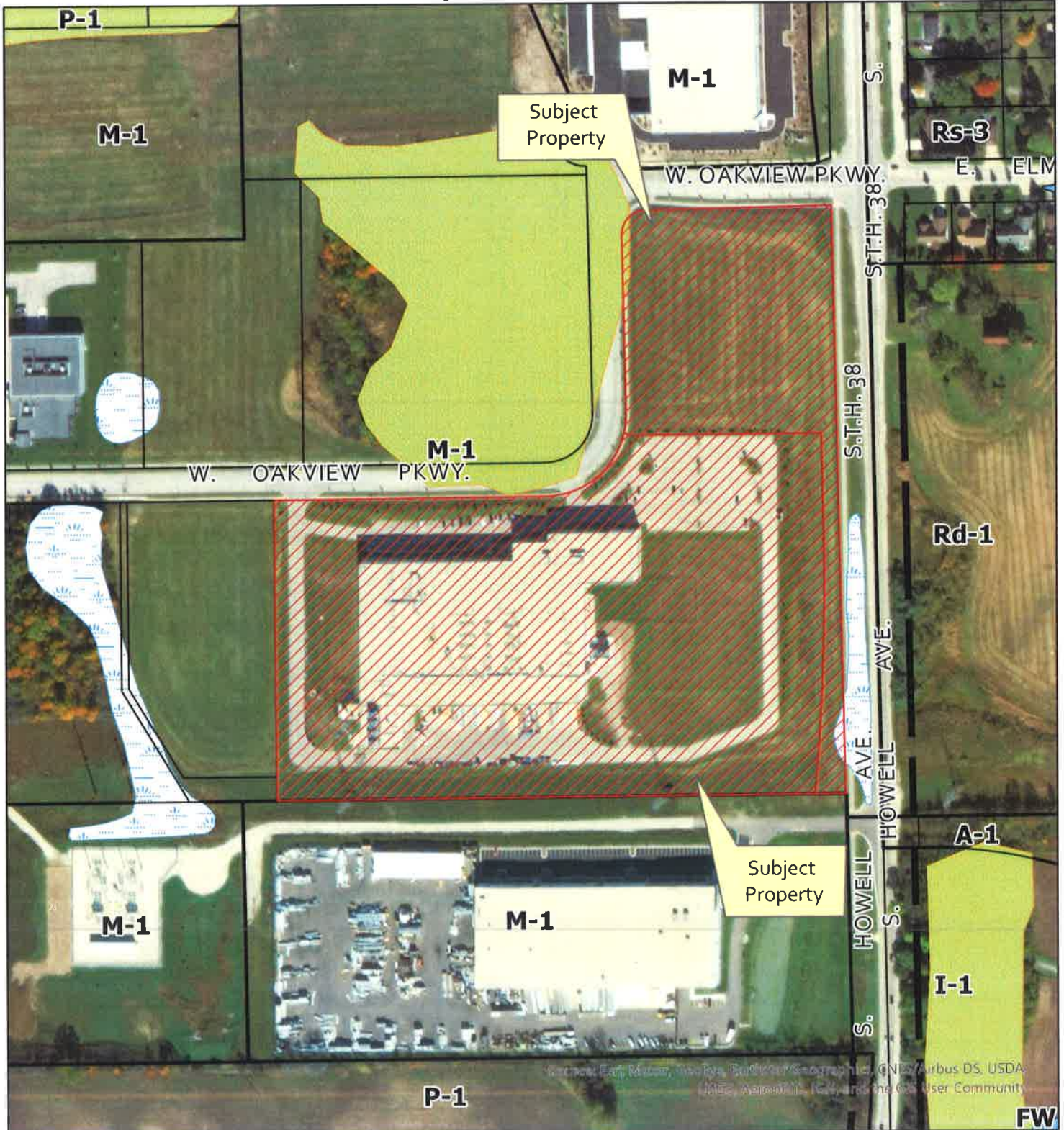
ATTEST:

City Clerk

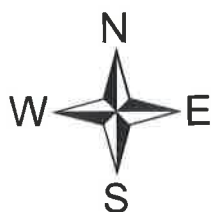
VOTE: Ayes _____ Noes _____

Location Map

101 & 111 W. Oakview Parkway



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



Legend	
	101 & 111 W. Oakview Parkway
	Official Street Pattern
	DNR Wetlands Inventory
	Environmental Corridor

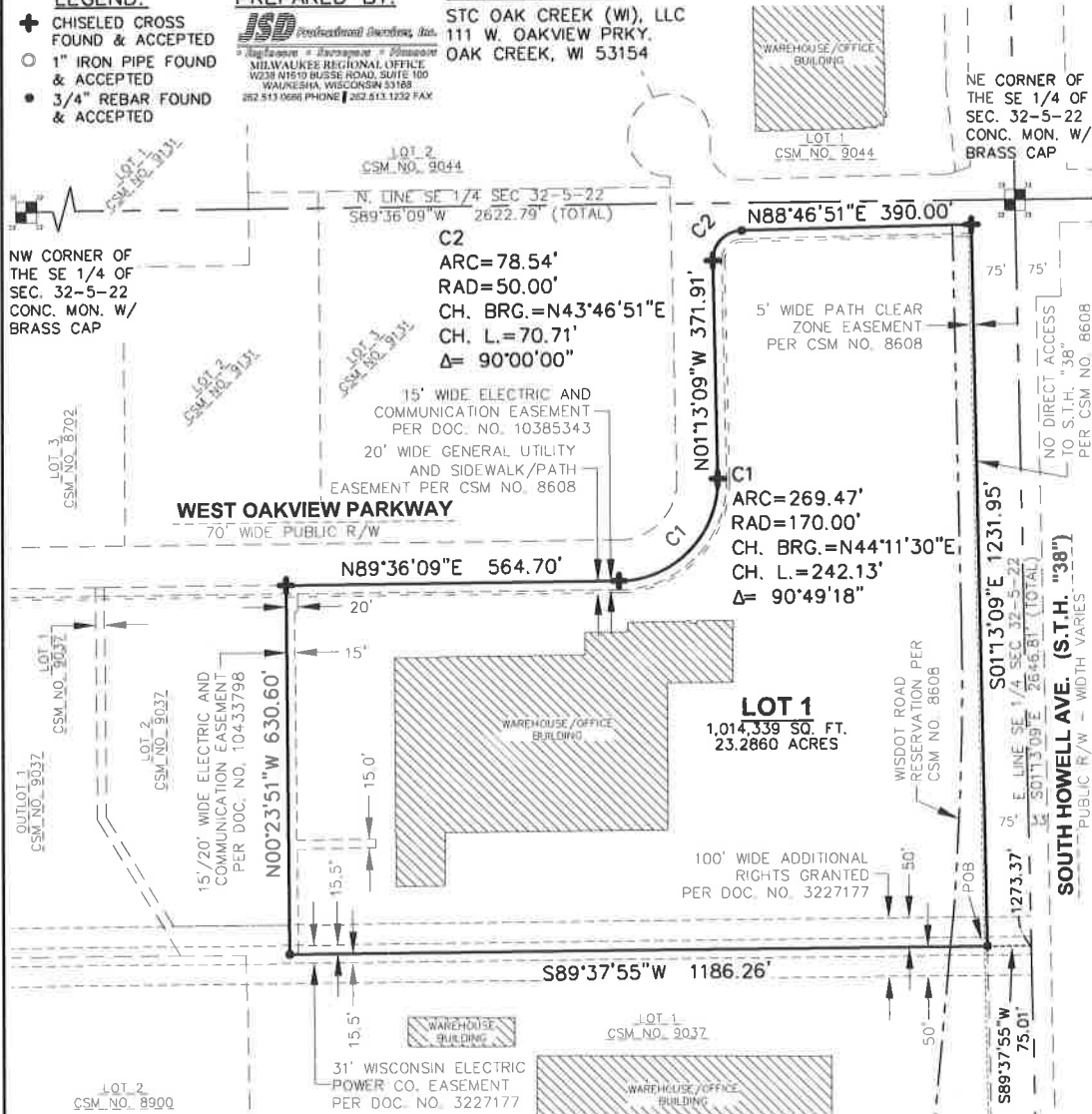
CERTIFIED SURVEY MAP No.

BEING A REDIVISION OF ALL OF LOT 3 AND LOT 4 OF CERTIFIED SURVEY MAP NO. 8609, A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8608, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

- LEGEND:**
- ⊕ CHISELED CROSS FOUND & ACCEPTED
 - 1" IRON PIPE FOUND & ACCEPTED
 - 3/4" REBAR FOUND & ACCEPTED

PREPARED BY:
ISD Professional Services, Inc.
 1414 Lakeside • Wauwatosa • Wisconsin
 MILWAUKEE REGIONAL OFFICE
 W238 N1610 BLISS ROAD, SUITE 100
 WAUKESHA, WISCONSIN 53186
 262.513.0686 PHONE | 262.613.1232 FAX

PREPARED FOR:
 STC OAK CREEK (WI), LLC
 111 W. OAKVIEW PRKY.
 OAK CREEK, WI 53154



NOTES:

CERTIFIED SURVEY MAP NO. 8609 RECORDED ON JUNE 3, 2014 AT MILWAUKEE CO. REGISTER'S OFFICE AS DOC. NO. 10364226.

THIS PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), PER FEMA MAP PANEL NUMBER 55079C0231E, EFFECTIVE DATE: SEPTEMBER 26, 2008.

BEARING BASIS:

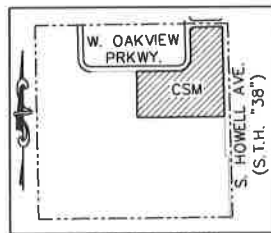
ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, WAS USED AS NORTH 01°13'09" WEST.

PROJECT CONVERSION FACTOR: GRID/0.99994301 = GROUND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

DATED THIS ____ DAY OF AUGUST, 2020
 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738



VICINITY MAP
 SE 1/4 SEC. 32-5-22
 SCALE: 1"=2000'



SE CORNER OF THE SE 1/4 OF SEC. 32-5-22 CONC. MON. W/ BRASS CAP

R:\2020\209783\066\20-9783 CSM.dwg

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 3 AND LOT 4 OF CERTIFIED SURVEY MAP NO. 8609, A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8608, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

OWNERS' CERTIFICATES

STC Oak Creek (WI) LLC, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Section 14.82 of the City of Oak Creek requirements for Certified Survey Maps.

STC Oak Creek (WI) LLC

(print), _____ (sign)
_____ (title) Date _____

State of Wisconsin)
) SS
_____ County)

Personally came before me this _____ day of _____, 202__, the above named _____ of the above named company and acknowledged that they executed the foregoing instrument as such officers as the deed of said company, as Manager, by its authority.

(sign)
_____ (print)

Notary Public, _____ County, _____
My Commission Expires _____

PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the City of Oak Creek, on this _____ day of _____, 202__.

Dan Bukiewicz, Chairman Date _____

Douglas Seymour, Secretary Date _____

COMMON COUNCIL APPROVAL

This Certified Survey Map is approved by the Common Council of the City of Oak Creek, on this _____ day of _____, 202__ by Resolution Number _____.

Dan Bukiewicz, Mayor Date _____

Catherine Roeske, City Clerk Date _____

F:\2020\209783\DWG\20-9783_CSM.dwg



COMMON COUNCIL REPORT

Item: Drainage Easement - 3280 E. Oakwood Road

Recommendation: That the Common Council adopts Resolution No. 12185-090120 approving a drainage easement with LaVerne Boers located at 3280 E. Oakwood Road. (Tax Key No. 919-9991-006) (4th District).

Fiscal Impact: No direct fiscal impact.

- 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 August 18, 2020 the Common Council approved Resolution 12176-081820 for the Certified Survey Map at 3280 and 3360 E. Oakwood Road, and 3380 E. Oak Lane. The resolution was subject to seven conditions, one of which required that a 25-foot drainage easement centered on the swale between E. Oak Lane and E. Oakwood Road, maintaining access for agricultural purposes and drainage elevations must be included on the CSM prior to recording.

The Engineering Department has prepared a drainage easement document with conditions and language acceptable to both the City and property owner. This document satisfies the condition required for the recording of the approved CSM.

Options/Alternatives: If the drainage easement is not approved the Certified Survey Map would not be recordable. Thus, the existing condition of the property would remain, and likely affect the sale and use of the property in the future.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Matthew J. Sullivan, PE
Assistant City Engineer

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:

Michael C. Simmons, PE
City Engineer

Attachments: Drainage Easement with LaVerne Boers Located at 3280 E. Oakwood Road, Resolution 12185-090120

Drainage Easement Document

RESOLUTION NO. 12185-090120

BY: _____

**RESOLUTION APPROVING A DRAINAGE EASEMENT WITH LAVERNE BOERS
LOCATED AT 3280 E. OAKWOOD ROAD
(TAX KEY NO. 919-9991-006)
(4TH ALDERMANIC DISTRICT)**

WHEREAS, the City of Oak Creek desires to maintain and operate a drainage ditch across private property from E. Oak Lane to E. Oakwood Road; and

WHEREAS, to enable the City to maintain, construct and reconstruct said facilities, it will be necessary to obtain a drainage easement from the affected property owner; and

WHEREAS, the drainage easement has been prepared affecting the following property owner, to wit:

LaVerne Boers
3280 E. Oakwood Road
Oak Creek, WI 53154
Tax Key No. 919-9991-006

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the drainage easement is hereby approved and accepted by the City.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute the drainage easement on behalf of the Common Council of the City of Oak Creek and upon execution by both the City of Oak Creek and LaVerne Boers, the City Clerk 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 1st day of September, 2020.

Passed and adopted this 1st day of September, 2020.

President, Common Council

Approved this 1st day of September, 2020.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

Drainage Easement

Document Number

Document Title

EASEMENT NO. _____

RESOLUTION NO. 12185-090120

ADDRESS NO.: 3280 E. Oakwood Road
Oak Creek, WI 53154

GRANTOR(S): LaVerne Boers

M/A: 3280 E. Oakwood Road
Oak Creek, WI 53154

Recording Information Area

Melissa Karls
8040 S. 6th Street
Oak Creek, WI 53154

Name and Return Address

TAX KEY NO 919-9991-006
Parcel Identification Number (PIN)

DRAINAGE EASEMENT

THIS INDENTURE, made this _____ day of _____, 20__, by and between, LaVerne Boers, hereinafter referred to as "Grantor", and the City of Oak Creek, a Wisconsin municipal corporation, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor for a valuable consideration, the sufficiency and receipt whereof is hereby acknowledged, does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary a drainage facility and appurtenances in, under, over and across the real property of Grantor in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A", and more particularly described as follows:

Part of the Southwest ¼ of the Southwest ¼, Section 16, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, State of Wisconsin, described as follows:

Commencing at the Southwest corner of the Southwest $\frac{1}{4}$ of Section 26, Township 5 North, Range 22 East, City of Oak Creek, County of Milwaukee, Wisconsin, thence N89°30'47"E 996.41 feet along said South line; thence N00°29'13"W 40.00 feet to a point on the north line of E. Oakwood Road and the point of beginning; thence continuing N00°29'13"W 225.37 feet; thence N39°33'39"W 192.20 feet to a point; thence N00°00'23"W 67.76 feet to a point; thence N35°18'24"E 459.65 feet to a point; thence N76°25'30"E 150.86 feet to point along the South line of Parcel 1 of Certified Survey Map No. 5095; thence N66°45'47"W 94.21 feet along said South line to a point on the West line of said Parcel 1; thence Northeasterly 56.65 feet along said West line on an arc of a curve whose center lies to the West having a radius of 305.00 feet and a chord which bears N17°54'58"W 56.57 feet to a point on the West line; thence N12°35'43"E 62.75 feet to a point; thence Northeasterly 22.42 feet along said West line on an arc of a curve whose center lies to the East having a radius of 15.00 feet and a chord which bears N55°24'29"E 20.39 feet to a point on the South line of East Oak Lane; thence Northwesterly 43.89 feet on an arc of a curve whose center lies to the North having a radius of 310.00 feet and a chord which bears N77°43'22"W 43.86 feet to a point; thence S12°35'43"W 54.60 feet to a point; thence Southwesterly 109.01 feet along on an arc of a curve whose center lies to the West having a radius of 275.00 feet and a chord which bears S23°57'04"W 108.30 feet to a point; thence S35°18'24"W 518.88 feet to a point; thence S00°00'23"E 84.71 feet to a point; thence S39°33'39"E 192.32 feet to a point; thence S00°29'13"W 216.50 feet to a point; thence S89°30'47"W 25.00 feet along said south line to the point of beginning.

To have and to hold said easement unto the Grantee and unto its successors and assigns forever.

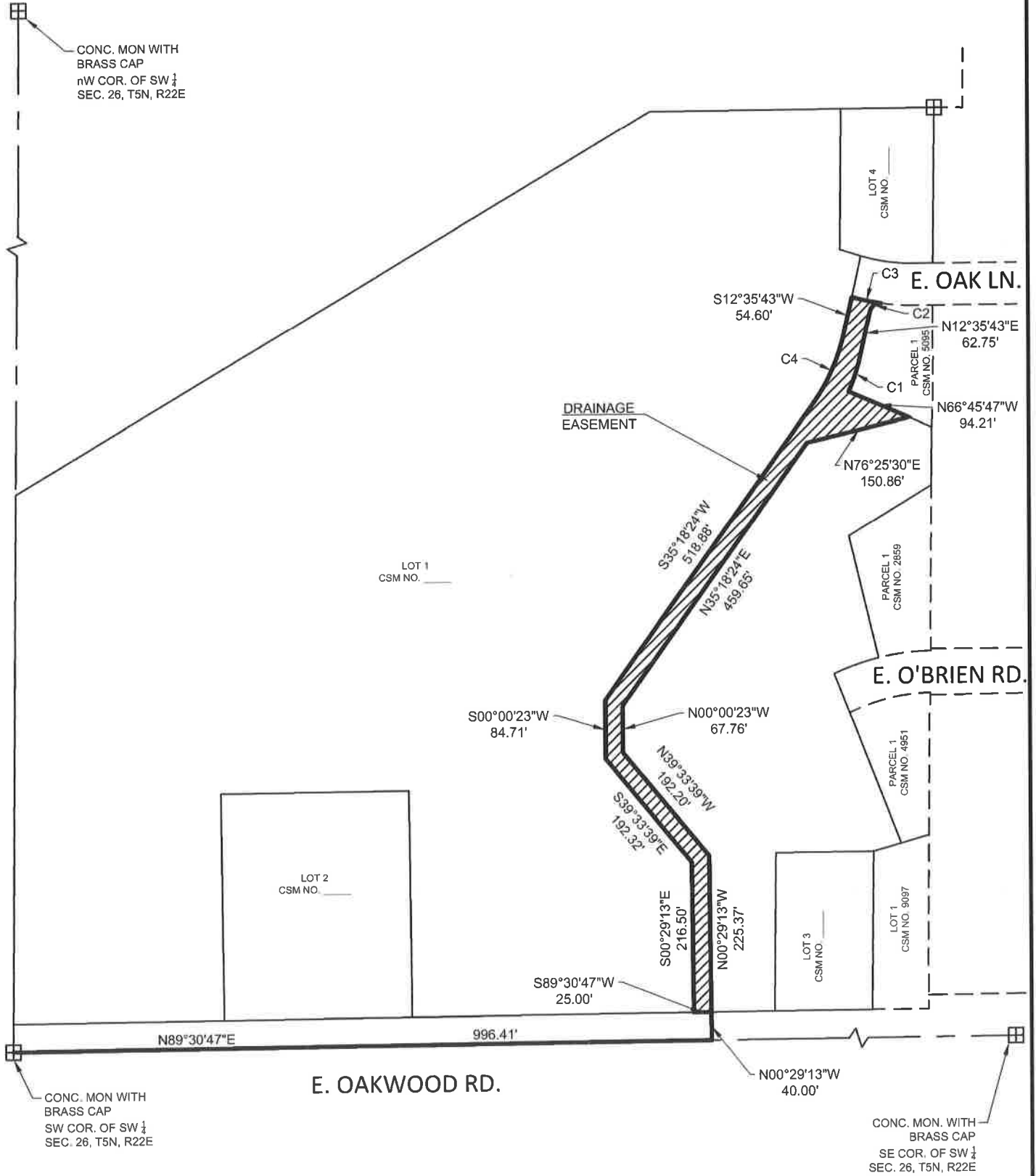
The Grantee shall have the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of maintenance, operation and repair of the aforesaid drainage facility and appurtenances thereto to historical drainage patterns and shall minimize the disturbance of any existing crops to the greatest extent possible.

The aforesaid drainage facility and appurtenances shall allow access for agricultural purposes of the Grantor.

The aforesaid drainage facility and appurtenances elevations shall minimize the impact to adjacent land uses of the Grantor.

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

EXHIBIT "A"



CURVE DATA

CURVE	ARC	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	56.65'	305.00'	10°38'30"	N17°54'58"W	56.57'
C2	22.42'	15.00'	85°37'24"	N55°24'29"E	20.39'
C3	43.89'	310.00'	8°06'45"	N77°43'22"W	43.86'
C4	109.01'	275.00'	22°42'41"	S23°57'04"W	108.30'



COMMON COUNCIL REPORT

Item: Emerald Row Amendment to Access and Utility Easement Agreement

Recommendation: That the Common Council adopt Resolution No. 12186-090120 approving an Amendment to the Access and Utility Easement Agreement with Emerald Row LLC

Fiscal Impact: As stated below.

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

Background: As part of the construction of Phase II of the Emerald Row project, the existing Access and Utility Easement Agreement needs to be amended. The Amendment to the Access and Utility Agreement will (1) revise the pedestrian accessway to account for the "as built" location of the sidewalk post-construction of Phase II, and (2) add a Vehicle Access Easement over a portion of the Phase I parcel to allow access between the underground parking structure of Phase II and South 6th Street. Engineering has reviewed and approved of the Amendment.

Options/Alternatives: The Council could decide not to adopt Resolution No. 12186-090120, but the current Access and Utility Easement Agreement would not properly represent the construction to date nor the access and easement among the parties.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Melissa L. Karls
City Attorney

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Reviewed:

Michael Simmons, P.E.
City Engineer

Attachments: Proposed Amendment to Access and Utility Easement Agreement

Resolution number 12186-090120

Document Number

Amendment to Access and Utility Agreement

AMENDMENT TO ACCESS AND UTILITY AGREEMENT

Recording Area

Name and Return Address

Melissa L. Karls
7300 S. 13th St., Ste. 104
Oak Creek, WI 53154

Tax Key No.

813-9058-000, 813-9059-000, 813-9060-000

This document was drafted by:

Atty. Adam J. Tutaj
Meissner Tierney Fisher & Nichols S.C.
111 E. Kilbourn Ave., 19th Floor
Milwaukee, WI 53202-6622

AMENDMENT TO ACCESS AND UTILITY AGREEMENT

This Amendment to Access and Utility Agreement (the "Agreement") is made as of the ____ day of _____, 2020, by and between Emerald Row LLC ("ER I"), Emerald Row II, LLC ("ER II") and the City of Oak Creek (the "City").

- A. ER I owns that certain real property legally described on the attached EXHIBIT A (the "Phase I Property");
- B. ER II owns that certain real property legally described on the attached Exhibit B (the "Phase II Property"), which it acquired from One West Drexel, LLC ("OWD") pursuant to an option transferred to ER II by Barrett Visionary Development LLC ("Barrett");
- C. The City owns that certain real property legally described on the attached EXHIBIT C, which was transferred to it by OWD (the "City Property");
- D. The Phase I Property, the Phase II Property and the City Property are contained within a larger commercial development known as Drexel Town Square ("DTS");
- E. The Phase I Property and Phase II Property are subject to that certain Access and Utility Agreement recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on September 14, 2015, as Document No. 10498790 (the "Agreement"); and
- F. The parties hereto desire to amend the Easement Agreement as set forth herein.

1. RECITALS

The foregoing recitals are incorporated herein and made part of this Amendment. Any capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. AMENDMENT TO EASEMENT AREA

The term "Easement Area," as defined in the Agreement, is hereby amended in its entirety to consist of that area described and depicted on EXHIBIT D attached hereto. Said EXHIBIT D shall replace and supersede both EXHIBIT D and EXHIBIT E of the Agreement in their entirety.

3. VEHICLE ACCESS EASEMENT

- A. ER I hereby grants to for the use and benefit of and appurtenant to the Phase II Property, a perpetual, non-exclusive easement, without charge, on and over the "Vehicle Access Easement Area" (defined below) to be used by the owner from time to time of the Phase II Property, its agents, employees, tenants, licensees and invitees, to provide a means of vehicular and pedestrian ingress and egress between South 6th Street and the Phase II Property (but not for parking).
- B. The "Cross Access Easement Area" shall mean the portion of the Parcels identified on Exhibit E attached hereto (the "Vehicle Access Easement Area").

- C. Each owner of the Phase I Property and Phase II Property shall maintain and keep in good repair the Vehicle Access Easement Area, and shall keep such Vehicle Access Easement Area clear and free of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage. The costs of such maintenance of the Vehicle Access Easement Area shall be divided as follow: (i) eighty-four percent (84%) by the owner of the Phase II Property, and (ii) sixteen percent (16%) by the owner of the Phase I Property.
- D. In addition to the insurance required under Section 4 of the Agreement, each owner of the Phase I Property and Phase II Property shall carry its own comprehensive general liability insurance for the Vehicle Access Easement and each party shall be responsible for damages or costs arising from its use of the Vehicle Access Easement Area.
- E. The Vehicle Access Easement granted hereunder shall be subject to the terms and conditions of Sections 5 and 6 of the Agreement, as if originally contained therein.

4. NO OTHER CHANGES

Except as specifically modified by the foregoing Section of this Amendment, all of the terms, provisions and conditions contained in the Agreement shall remain in full force and effect without modification.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

EMERALD ROW LLC

CITY OF OAK CREEK

By: _____
Richard Barrett, Manager

By: _____
Daniel J. Bukiewicz, Mayor

EMERALD ROW II LLC

By: _____
Richard Barrett, Manager

By: _____
Catherine A. Roeske, City Clerk

On this _____ day of _____, 2020 personally came before Richard Barrett, Manager of Emerald Row LLC and Manager of Emerald Row II LLC, to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.

[Notarial Seal]

Print name: _____
Notary Public, Milwaukee County, WI
My commission expires: _____

On this _____ day of _____, 2020, personally came before me Daniel J. Bukiewicz and Catherine A. Roeske, the Mayor and City Clerk respectively of the City of Oak Creek, to me known to be the persons who executed the foregoing instrument and acknowledged the same in such capacity.

[Notarial Seal]

Print name: _____
Notary Public, Milwaukee County, WI
My commission expires: _____

THIS DOCUMENT DRAFTED BY:

Atty. Adam J. Tutaj
Meissner Tierney Fisher & Nichols S.C.
111 E. Kilbourn Ave., 19th Floor
Milwaukee, WI 53202-6622

MORTGAGE HOLDER CONSENT

The undersigned, Huntoon Paige Associates, LLC, a Delaware limited liability company ("Mortgagee"), as Lender under that certain MutiFamily Mortgage, Assignment of Leases and Rents and Security Agreement encumbering the Phase I Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 25, 2020, as Document No. 10991811, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

HUNTOON PAIGE ASSOCIATES, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

)ss

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, as _____ of HUNTOON PAIGE ASSOCIATES, LLC.

Notary Public, State of _____
My Commission: _____

MORTGAGE HOLDER CONSENT

The undersigned, Old National Bank ("Mortgagee"), as Lender under that certain Construction Mortgage encumbering the Phase II Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 3, 2019, as Document No. 10875755, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

OLD NATIONAL BANK

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)

)ss

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, as _____ of OLD NATIONAL BANK.

Notary Public, State of _____
My Commission: _____

MORTGAGE HOLDER CONSENT

The undersigned, City of Oak Creek ("Mortgagee"), as Lender under that certain Real Estate Mortgage encumbering the Phase II Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on July 10, 2017, as Document No. 10690228, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

CITY OF OAK CREEK

By: _____
Daniel J. Bukiewicz, Mayor

By: _____
Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)

)ss

COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the ____ day of _____, 2020, by Daniel J. Bukiewicz and Catherine A. Roeske, as the Mayor and City Clerk, respectively, of the CITY OF OAK CREEK.

Notary Public, State of _____
My Commission: _____

EXHIBIT A

LEGAL DESCRIPTION OF PHASE I PROPERTY

LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 8713, RECORDED AUGUST 07, 2015 AS DOCUMENT NO. 10488074, BEING A REDIVISION OF LOT 1 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 8677, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

EXHIBIT B

LEGAL DESCRIPTION OF PHASE II PROPERTY

LOT TWO (2) OF CERTIFIED SURVEY MAP NO. 8713, RECORDED AUGUST 07, 2015 AS DOCUMENT NO. 10488074, BEING A REDIVISION OF LOT 1 AND LOT 3 OF CERTIFIED SURVEY MAP NO. 8677, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

EXHIBIT C

LEGAL DESCRIPTION OF THE CITY PROPERTY

OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 8670, A DIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8542, BEING A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

EXHIBIT D

Part of Lot 1 of Certified Survey Map 8713 and Lot 2 of Certified Survey Map 8677, being a part of the Northwest 1/4 of the northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin bounded and described as follows:

Beginning at the Southeast corner of Lot 1 of Certified Survey Map 8713; thence South $00^{\circ}52'59''$ West 8.00 feet to a point; thence North $89^{\circ}07'12''$ West 182.16 feet to a point; thence South $68^{\circ}22'48''$ West 74.31 feet to a point; thence North $21^{\circ}37'12''$ West 17.82 feet to a point; thence South $68^{\circ}22'59''$ West 68.38 feet to a point on the West line of said Lot 1; thence North $13^{\circ}23'01''$ West along said West line 8.08 feet to a point; thence North $68^{\circ}22'59''$ East 75.22 feet to a point; thence South $21^{\circ}37'12''$ East 17.82 feet to a point on the South line of said Lot 1; thence North $68^{\circ}22'48''$ East along said South line 67.90 feet to a point; thence South $89^{\circ}07'12''$ East along said South line 183.75 feet to the point of beginning.

Said area contains 2,750 square feet.

May 15, 2018

Par-Terre Apartments

Drawing No: 166323-KAC

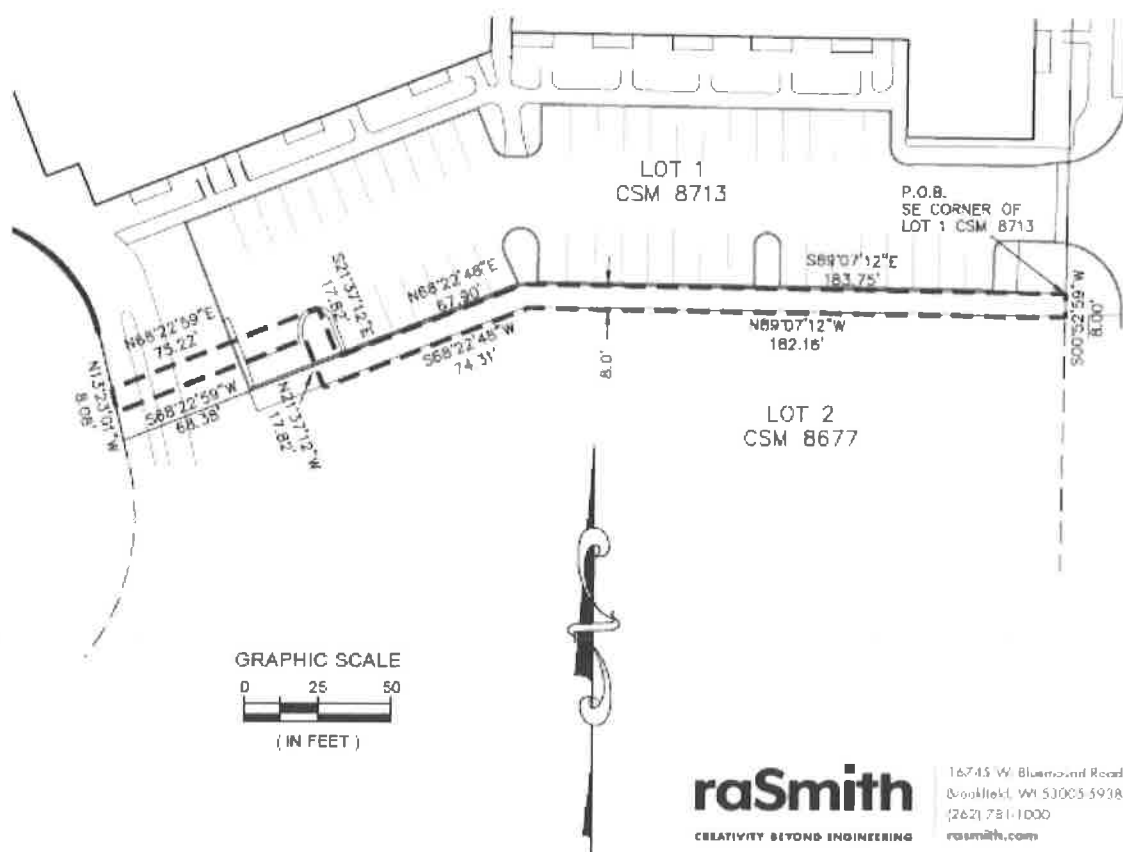


EXHIBIT E

24' VEHICLE ACCESS EASEMENT

Part of Lot 1 of Certified Survey Map 8713, being a part of the Northwest 1/4 of the northeast 1/4 of Section 17, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin bounded and described as follows:

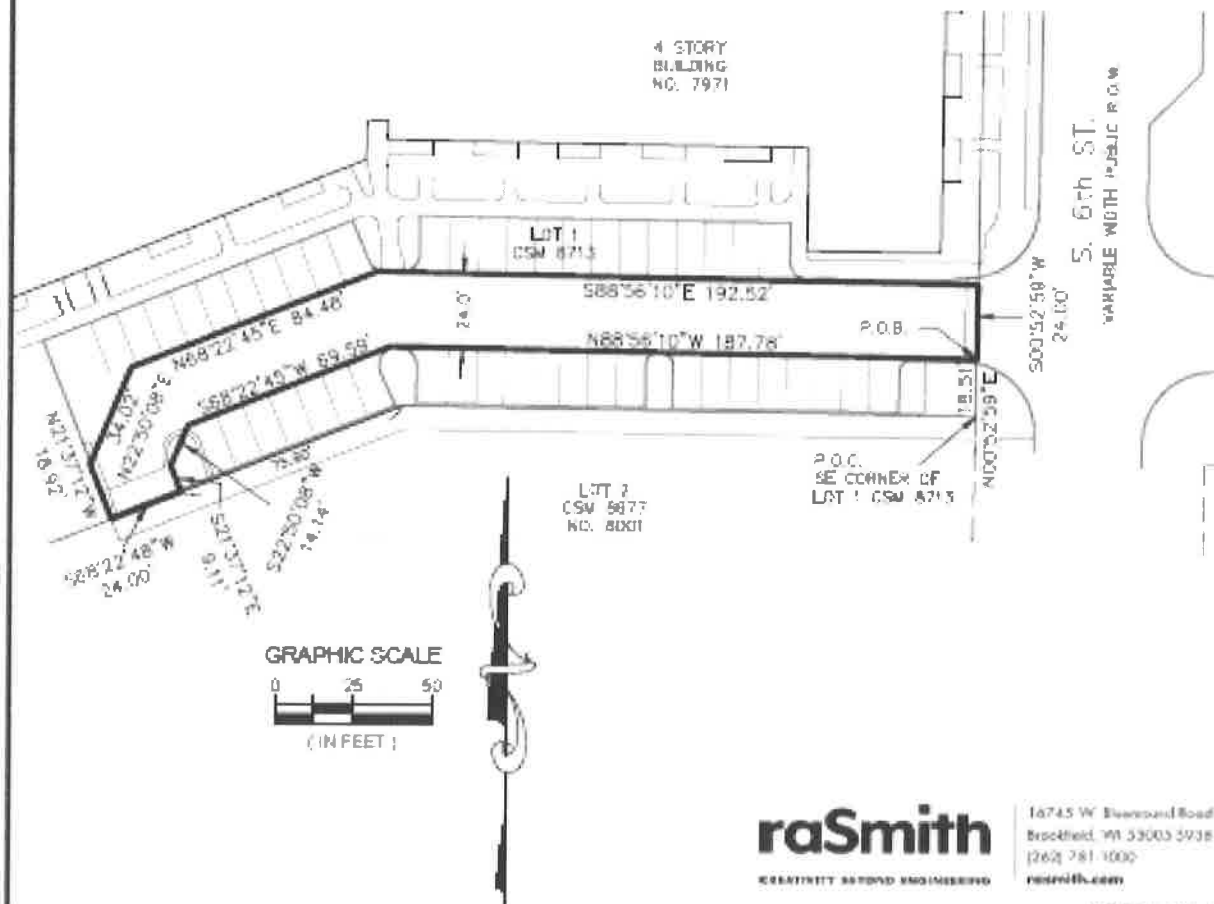
Commencing at the Southeast corner of Lot 1 of Certified Survey Map 8713; thence North 00° 52' 59" East along the West line of South 6th Street a distance of 18.51 feet to the point of beginning of lands to be described; thence North 88° 56' 10" West 187.78 feet to a point; thence South 68° 22' 45" West 69.59 feet to a point; thence South 22° 50' 08" West 14.14 feet to a point; thence South 21° 37' 12" East 9.11 feet to a point in the North line of Lot 2 of Certified Survey Map No. 8677; thence South 68° 22' 48" West along said North line 24.00 feet to a point; thence North 21° 37' 12" West 18.92 feet to a point; thence North 22° 50' 08" East 34.02 feet to a point; thence North 68° 22' 45" East 84.48 feet to a point; thence South 88° 56' 10" East 192.52 feet to a point in the West line of South 6th Street; thence South 00° 52' 59" West along said west line 24.00 feet to the point of beginning.

Said area contains 7,327 square feet.

September 30, 2019

Par-Terre Apartments

Drawing No: 166323-RMK



RESOLUTION NO. 12186-090120

A RESOLUTION APPROVING THE
AMENDMENT TO ACCESS AND UTILITY AGREEMENT AMONG
EMERALD ROW LLC, EMERALD ROW II, LLC AND THE CITY OF OAK CREEK
(2nd Aldermanic District)

BE IT RESOLVED that the Amendment to Access and Utility Agreement among Emerald Row LLC, Emerald Row II, LLC and the City of Oak Creek be and the same are hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the same in behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of September, 2020.

Passed and adopted this ____ day of _____, 2020.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2020.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

COMMON COUNCIL REPORT

Item: Work at Lake Vista North

Recommendation: That the Common Council considers a motion to enter into a professional services agreement at a cost of up to \$426,500 with Edgerton Contractors, Inc. for design/build services on a project to shape the Lake Vista North property at 8940 S. 5th Avenue into an environmentally remediated site and a lakefront amenity for public access and use. (4th Aldermanic Distric).

Fiscal Impact: Payment for this project would come from TID 13.

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. As discussed previously with Council, the City is working with MMSD to bring a large volume of clean soil to the Lake Vista North properties (F/K/A the Peter Cooper site), and used to construct a clean-soil cap as an environmental site remediation, as well as be available for use on other future projects.

Previously, Council approved a professional services agreement with Ramboll to create a grading plan for the cap, and obtain the necessary approvals from WDNR. The request for approvals has been submitted, and MMSD is creating an Intergovernmental Cooperative Agreement (ICA), which will be reviewed by the City as we continue moving to take advantage of the clean soil opportunity. Engineering staff has been working on planning level cost estimates. The proposed professional services contract with Edgerton would complete critical timeline work, at a cost well below what our initial cost estimates indicated.

As part of our partnership with MMSD, the City must provide safe and efficient access for the trucks hauling in the clean soil. We anticipate approximately 30,000 fully loaded quadaxle dump trucks traveling into our site over the course of several months. Due to the large number of anticipated trucks during the hauling operation, a great deal of forethought and coordination has gone into selecting the location of the truck access. To minimize future dust and mud tracking concerns on 5th Avenue, it has been recommended to create a new stone access road off the east end of Depot Road, going northeast into City owned property along the lakeshore bluffs. Additionally, this access would allow Wispark to begin grading out the soil piles on their parcel, in preparation for their own clean soil cap. The City and Wispark are cooperating on the truck haul access.

Certain tasks, such as clearing all trees, grinding stumps, and grading the entire site to subgrade, must be accomplished before the final cap layers are placed. It is most cost effective to "direct place" the soil as it comes in. However, in order to be able to direct place the soil as it arrives and thereby realize these savings, it is necessary to clear and pre-grade the site in autumn 2020, before the soil starts arriving in spring 2021.

Edgerton Contractors, Inc. (Edgerton) is an Oak Creek based company with extensive professional expertise in the specialized engineering and operational aspects of complex site and earthwork management. Edgerton has been assisting City Engineering staff and our consultants, providing valuable insights, which have resulted in a more cost effective approach. Over two years of assisting the City on these and other projects, Edgerton has developed a unique and specialized knowledge of both the site conditions and the project needs.

As part of this proposal for professional services, Edgerton has: Prepared an erosion control plan; Designed an access road alignment, including minimum turn radius, road cross section and materials, and requirements for compaction; Provided geotechnical engineering recommendations for supporting the dynamic loading of intense truck traffic over soft soils and unknown subgrade conditions; Prepared a construction staging plan to accommodate the tight time frame and need to coordinate between multiple entities on access and other issues.

Under this professional services contract, Edgerton will build on their initial engineering to construct their design. They will utilize their project management expertise and other resources to: 1) Coordinate a subcontractor to cut all the trees on site, hauling off logs that are too big to fit into the chipper, and grinding out stumps to 18" below ground level, to allow for grading of the site; 2) Finalize the erosion control plan, and submit the required erosion control permit to WDNR on behalf of the project; 3) Grade the site to subgrade of the future cap, including protection of existing utilities, and working with the City and Environmental Consultant if unexpected conditions are encountered; 4) Install safe and efficient stone access road so the City can continue to be a good partner to the MMSD project, by ensuring the MMSD project trucks are not impeded or delayed by lack of appropriate access as they deliver soil to our site; and 5) Hydroseed the site in compliance with WDNR and City erosion control requirements.

Additionally, Edgerton understands the timing of the project may be subject to uncertainty of WDNR review times, weather considerations, and the varied nature of materials remaining from the former industrial operations as a glue factory. Edgerton has committed to work with the City's project team to complete the work scope prior to winter.

The cost will be significantly less than the initial planning level cost estimate for these tasks. Combined with the excellent history of outstanding site work, their demonstrated exceptional and specialized engineering expertise, and operational capacity to complete this complex work on a tight yet uncertain timeline, City Engineering staff is recommending that the Council approves this contract for professional services for grading and project management.

Options/Alternatives: The tight yet uncertain timetable necessary for this project, combined with site complexities, results in a project that requires a unique approach to grading and collaborative project management. Construction of appropriate access before spring of 2021 is necessary to be able to take advantage of this valuable clean soil source. This work cannot be conducted if the ground is frozen, or extremely wet due to late autumn rains with lack of drying weather. If this contract is not approved, the City will lose out on the opportunity for cost savings of direct placement into a cap. The City is also unlikely to be able to install safe truck access prior to commencement of soil arriving on site in early spring of 2021,

which would be a significant concern for the relationship with MMSD, and the anticipated conditions of the future ICA.

Respectfully submitted:



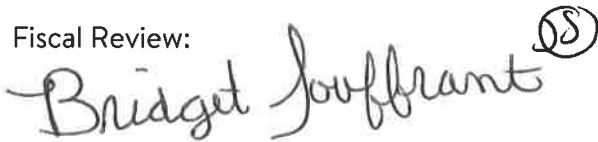
Andrew J. Vickers, MPA
City Administrator

Prepared:



Susan A. Winnen, PE
Environmental Engineer

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, PE
City Engineer

Attachments: Edgerton Professional Services Proposal



August 27, 2020

Susan A. Winnen, PE
City of Oak Creek -Engineering
8040 South 6th Street, Oak Creek, WI 53154

RE: Peter Cooper, 2020 Interim Grading Proposal
Edgerton Project Number: 18-119

Dear Sue:

Edgerton is grateful for the opportunity to present this proposal for the next phase of planning and construction at the City-owned portion of the Peter Cooper site.

Background

Edgerton recognizes the scope of work covered under this proposal is part of an ongoing and successful effort by the City of Oak Creek to develop former industrial properties along the Lake Michigan shoreline into attractive, high-value assets that benefit City residents and visitors.

Edgerton's involvement with this effort started with the first projects on what is now the Lake Vista Park site. We initially won opportunities to work with the previous landowners to build a shoreline revetment, stabilize the shoreline bluff, demolish subsurface structures, manage impacted soils, import and stockpile a large quantity of capping soils and then construct a sitewide environmental cap. Once the site was capped and turned over to the City, Edgerton then won the opportunity grade the site into its final configuration that includes roads and park facilities.

Now that the focus has turned to the Peter Cooper site, we understand that these same activities will be required, once again. Over the last two years as Edgerton has offered drone imagery, conceptual site grading plans, conceptual budgets and comments on constructability for multiple grading options on both the City-owned and adjacent WisPark properties. Through that collaborative effort, Edgerton has developed a detailed understanding and knowledge of the site conditions and project needs. We understand the priorities of the City and their environmental consultants.

This is a site with a long history of intense use. While everyone involved is making every effort to fully characterize the site and its risks, there will be surprises. We understand that a flexible and collaborative response to unexpected developments during construction is the basis for mutual trust and ultimate success for everyone involved.

THE CUTTING  EDGE

The scope of work covered in this proposal is the first of several phases. Given the range of professional disciplines and interested parties that have had meaningful input to the planning, we believe the stage is set for a project that moves logically and efficiently from this first phase to the conclusion. Further, we believe the stage is set for a successful and ongoing joint effort by Edgerton and the City that is based on a thoughtful investigation of construction alternatives, an open and fair-minded dialogue on the real costs and a shared pride in the final outcome.

Scope of Work

The scope of work covered in this proposal is organized into three parts:

- Part A: Preparation of SubGrade for Environmental Capping
- Part B: Construction of Access Road to support Future Large Soil Import
- Part C: Hydroseeding for Interim Erosion Control
- Part D: Dust Control

Each Part has been quantified and priced as a stand-alone unit of work that can be independently evaluated by the City. Details on each Part are provided below.

Part A: Preparation of SubGrade for Environmental Capping

Under this scope of work, the upland portion of the entire site will be cleared of trees and the ground surface will be graded so that stormwater drains, without ponding, to a central collection point.

This proposal is based on a plan prepared by Ramboll for the City of Oak Creek. The plan is titled “Preliminary Grading Plan – Interim Grade” and it is dated 07/07/2020. The sections below provide a discussion of significant assumptions and details.

A.1: Site Access

For the purpose of this proposal, there are two sets of site access concerns – those related to Part A (Preparation of SubGrade for Capping) and those related to Part B (Access Road for Soil Import).

Part A access includes only the items required to complete the clearing and grading work necessary to prepare the subgrade for environmental capping. Those items are discussed, quantified and priced in this section of the proposal.

Part B access focuses on items required to provide efficient access for trucks as part of the large soil import next year. Those items are discussed, quantified and priced in other sections.

Focusing on Part A only, our access needs include a weather resistant location to load and unload tracked equipment and a navigable route for on-road logging trucks. This proposal assumes that this access will occur through the existing 5th Avenue gate and across the WisPark property via established access routes. Details:

- This access method may require an update to an existing agreement between the City and WisPark.
- This is the preferred access method because it includes established routes to the work zone featuring navigable turns for trucks and weather resistant areas for loading and unloading equipment.
- Access activities will include:
 - Loading and unloading tracked equipment on the stoned area just inside the gate. There will be a flurry of activity at the start and end of the project for both Edgerton and the tree clearing subcontractor with periodic equipment deliveries over the duration of the project as necessary for equipment maintenance.
 - Ingress and egress of on-road logging trucks exporting logs that are too big to be fed through a chipper. We anticipate fewer than 10 loads per day for a duration no longer than 5 days.
 - Daily equipment fueling. Equipment will be parked on City property. Once per day, the fuel truck will need to traverse the entire access route across the WisPark site to the equipment. Gate access will be via the Edgerton lock.
- Edgerton will add a lock to the gate and will be responsible for closing the site if we are last to leave.

If the agreement between the City and WisPark does not accommodate this activity as described, Edgerton will adapt the access plan to the east end of East Depot Road via the City easement across the Hynite property. That method of access has its own challenges: a sharp turn that will be difficult for logging trucks to navigate, crossing a low swale that may be saturated, tight legal boundaries, low overhead wires and an aging MMSD storm sewer structure within the alignment. Edgerton will provide a supplemental access plan and pricing if that becomes the only method of access.

A.2: Survey

Edgerton will hire a Professional Land Surveyor to stake City property lines and the limits of the grading exclusion zone around central stormwater runoff collection area. We understand that Kapur and Associates are the surveyor-of-record for work on this site. Given their knowledge of the legal boundaries and survey control pertinent to the site, Edgerton will hire Kapur for this work.

A.3: Construction Fencing

Edgerton will provide construction fence around the area labeled "2021 Grading Area" located in the center of the site. This will provide a visible barrier to augment the erosion control structures that will be installed.

Edgerton will also install construction fencing along the Hynite Property line to ensure that construction traffic remains entirely on City property.

A.4 Clearing and Grubbing

Given the need to cover the entire site with an environmental cap, every tree within the property limits west of the bluff path and south of berm along the north property line will be cleared. All stumps will be ground into chips. All trees that fit into the woodchipper will be reduced to chips and spread across the existing grade to a depth no thicker than three inches. Portions of trees that can't be fed through the chipper will be hauled off-site.

Trees located on the bluff slope east of the existing bluff road will be left in place to enhance slope stability until future phases of work can happen.

A.5 Earthwork

Edgerton understands the purpose of the grading is to provide positive drainage across the entire site such that all stormwater runoff will collect in the ungraded area adjacent to the discharge point labeled "2021 Grading Area" on the Ramboll plan. In general, the goal of this work is to make minor cuts and fills to establish the interim design grades shown on the plan. The existing topsoil is to be capped along with other soils on the site – we will not be stripping and stockpiling soil for respreads as we do on other projects.

This work will be completed using a combination of methods. In areas where the distance between soil cuts and soil fills are less than 300-ft, we will use a Cat D6N wide-track dozer to push the soil, put it to grade and track it down. In areas where the distance between cuts and fills are longer, we will load soil onto articulated off-road trucks with an excavator, haul it to the fill area and then dump it so it can be spread and tracked into place with the dozer.

While we are aware of soft areas on the site – particularly in the northern hummocky area - we are expecting to be able to achieve grades using a Cat D6N wide-track dozer. If we encounter an area where the dozer is leaving ruts deeper than 1-ft, we will work around that area until Edgerton and the City can agree to a method and a price for grading exceedingly soft soils.

We understand that the area labeled "2021 Grading Area" is to remain undisturbed for the duration of this phase of work. As noted on the plan, the undisturbed area includes two wetlands that have been evaluated by the Wisconsin Department of Natural Resources (WDNR) – one natural and one manmade. While the City has obtained permits from WDNR to fill both wetlands, we understand one reason to keep those areas undisturbed is to maintain the stormwater management functionality of those features for as long as possible. The cost to fill that area to interim or final grades is beyond the scope of this proposal.

On a related note, past studies of this site have noted the negative impact of groundwater seepage on the stability of the bluff. Active seeps have been observed in the bluff face and at the east base of the berm supporting the bluff access road. The lowest elevation of the wetlands in the "2021 Grading Area" is five to six feet below the outfall structure. The portion of the stormwater runoff that collects at those lower elevations will ultimately infiltrate into the ground and seep towards the Lake Michigan. In addition, the structural integrity of the main outfall pipe as it flows down to the level of Lake Michigan is unknown. If the pipe is leaking, it is possible that it is also a source of ground water seepage. Also, the fill around the pipe may

serve as a preferential flow path that concentrates groundwater seepage and further destabilizes bluff soils in the vicinity of the pipe. All of this may be a concern during future phases of work when a large number of trucks may be routed between the “2021 Grading Area” and the bluff. In preparation for that work, Edgerton recommends investigating and mitigating the impact of seepage on the stability of those soils. We recommend that the evaluation include the impact of the pipe, the pipe backfill and the elevation of the wetlands relative to the elevation of the discharge pipe to minimize standing water and infiltration next spring. We have assumed that such an investigation is beyond the scope of this proposal.

Working from the Ramboll plan and corresponding CAD files, Edgerton has evaluated the earthflow for this phase of work. Ramboll has suggested, and we confirm, that the site does not balance – slightly more fill is required than currently exists on-site. Edgerton has evaluated the plan and intends to leave two fill areas low as noted on Sheet 1 in Attachment #1. Approximately half of the shortfall is in the center area around the outfall that will be graded in 2021. The remainder of the fill will be made up by not filling the area in the vicinity of the basin located just south of the existing east-west access road.

Our calculations confirm the volume of the shortfall is 4,200 CY. These calculations are based, in part, on the assumption that fills soils will be placed and compacted consistent with their existing density. In engineering terms, we have assumed that the fill shrinkage factor is 0%. We understand this is appropriate given that the intended end-use of the site is a public open space or park. We plan to place fills in 1-ft lifts and track them down with the dozer during placement. We anticipate no additional compaction effort. We are not aware of a compaction specification for this soil and we have not included funds for geotechnical testing or inspection.

A.6 Erosion Control

The grading plan has been developed to direct storm water runoff to a single, central collection area. From that area, there is a single point of discharge. Edgerton will protect that single point of discharge with a combination of silt fence and wattles as shown on the drawings in Attachment 1. In addition, we are adding check dams per DNR specification across areas of concentrated flow.

Given that drainage is directed toward the center of the site, we have not included a perimeter silt fence.

A.7 Existing Infrastructure

Edgerton is currently aware of four types of structures potentially impacted by this work.

- There is a small pump house structure situated over a deep manhole structure. This structure is located in the “2021 Grading Area”. Demolition of this structure is not included in the scope of this proposal.
- There is a wastewater metering structure located near the west limits of fill approximately 300-ft north of the northeast corner of the large WisPark building. The history and condition of this structure is unknown to us and is being characterized by

others. The grade changes in this area appear to be less than 2-ft of fill. We will avoid the area until we have received further instruction. When the time comes to do work in the vicinity of this structure, Edgerton will coordinate the work so that it can be monitored by Ramboll field personnel. We have not included any demolition costs of that structure in the scope of this proposal.

- While we are aware of the general existence of footings, tunnels and buried utilities on the adjacent WisPark property, we are aware of only a single near-surface pipe on the City property that is impacted by this work. The pipe is a 4-in or 6-in metal pipe running parallel and approximately 10-ft south of the east-west access road. We understand the pipe is visible at the surface in early spring when the vegetation is matted down. We have not physically located this pipe ourselves. We did not find reference to that pipe in the survey data included in the Ramboll CAD files. With the assistance of the City and Ramboll, Edgerton will physically locate this pipe prior to clearing or grading work in the area. Following the location of the pipe, work in this area will be coordinated so that it can be monitored by Ramboll field personnel. We have not included any demolition costs of that structure in the scope of this proposal.
- Beyond that partially exposed pipe, there are a number of storm sewer and sanitary manhole structures within our work area on this project. Edgerton will take care to not damage storm sewer structures located within the limits of the City property. This includes City owned structures as well as MMSD structures located within the MMSD easement along the west property line.

A.8 Environmental Concerns

In the vicinity of the southeast corner of the large building on the WisPark property, there are materials on the ground surface which may or may not be characterizable as hazardous waste.

The material is visible on the WisPark property and may exist under vegetation on the City property. We understand from verbal discussion with the City that the material is likely roofing material that blew off the roof of the large building during a storm. The City has been verbally assured by WisPark representatives that the material is not hazardous.

Edgerton will not perform clearing or grading work in that area until we have received written confirmation that:

- a. The materials are not hazardous, OR
- b. The materials have been removed from the WisPark property, City property and City easements.

While Edgerton is aware of the general industrial history of this site, we have not been made aware of a specific hazard – beyond the material described above - which necessitates anything other than the typical, Level D personal protective equipment for our employees. If the City or its advisors are aware of hazards, we request notification of those hazards so that the cost and schedule impacts of mitigation can be incorporated into the proposal prior to starting work. In any case, our crews will be alert to changing conditions as indicated by un-instrumented sight

and smell. Each crew member will have the authority and responsibility to stop work if we discover a potentially hazardous condition. We will prioritize safety over production.

If a hazard is encountered, Edgerton will notify the City and together, we will determine the appropriate next steps for characterization, remediation and adjustments to personal protective equipment for work crews and cleaning measures for equipment. We have assumed that any effort or cost beyond that initial evaluation is beyond the scope of this proposal.

A.9 Other Concerns

Beyond details discussed above, the scope of this proposal is subject to the list of standard exclusions provided in Attachment #2.

Part B: Construction of Access Road to support Future Large Soil Import

We understand the City is anticipating importing approximately 300,000 CY of soil to this site next year to support future phases of work. Truck traffic during the import will be intense - 30,000 truck loads delivered at rates as high as one load every two minutes. That intensity of traffic is most efficiently accommodated with an access road specifically designed and built to support the expected number of loads, type of truck and rate of delivery.

The primary reason for considering Part B as part of this proposal is to take advantage of warmer, drier weather of summer to build a critical component of the overall project that is known to be needed for future phases of work. The weather and soil conditions in late winter or early spring 2021 just prior to the large soil import may make construction of an access road difficult.

Using the access road alignment shown on the Ramboll plan as a reference, Part B of this proposal covers the price of constructing a critical portion of this road at the end of summer 2020. The alignment starts near the east end of East Depot road and crosses over property owned by WisPark to connect to the City property. We have assumed that efforts and costs required to reach an easement agreement between WisPark and the City are outside this scope of work and budget.

Assuming there is an easement agreement, Part B includes clearing and grubbing, additional earthwork required for suitable roadway profiles, additional survey, a stormwater culvert, geotechnical testing and inspection, fabric and stone. On Sheet #2 of Attachment #1, we have included a drawing showing assumed dimensions and details for the access road. Following, is a discussion of significant assumptions and details for Part B:

B.1 Site Access

We anticipate starting this work where the road intersects with East Depot road. As such, we anticipate accessing this work via East Depot Road. Our access needs include:

- Delivery and pick up of heavy equipment. We intend to offload tracked equipment directly onto East Depot Road in the vicinity of the proposed access road.
- Delivery of loads of soil via quad axle dump truck to bridge the existing drainage swale.

- Delivery of loads of stone to construct the traffic bearing surface on the proposed access road.
- Parking for Edgerton equipment operators and laborers. We are assuming the road is abandoned and not open to public traffic.

The pavement on this road is in very poor shape and will likely be further damaged by the traffic associated with this work. This proposal excludes maintenance or repairs to East Depot Road.

B.2: Survey

Edgerton will hire a Professional Land Surveyor to stake to stake WisPark, Hynite and City property and easement lines in the vicinity of the proposed access road. We understand that Kapur and Associates are the surveyor-of-record for work on this site. Given their detailed knowledge of the property lines – especially in this area - Edgerton will hire Kapur for this work.

B.3 Fencing

Once the easement limits are staked, Edgerton will install orange construction fence across the end of East Depot Road and then along the Hynite property to the corner of the City property. At this point, the fence will merge with construction fencing to be installed as part of Part A construction described above.

B.4 Clearing and Grubbing

Trees and woody vegetation located within the slope intercepts of this access road will be cleared. As in Part A, trees and stumps will be chipped and spread to a depth no thicker than 3 inches. Logs that can't be chipped will be hauled off-site.

There are low hanging branches over East Depot Road. We will cut branches as necessary to provide clearance for dump trucks and heavy equipment delivery.

B.5 Earthwork

Given the requirements of permits that have already been issued for this site and the potential for environmental concerns on the WisPark property, Edgerton has designed the grades of the proposed access road for zero earthwork cuts beyond the removal of topsoil.

Further, we have priced the work understanding that fills on portions of the alignment on City property can be sourced from elsewhere on the City property if we don't create a drainage problem. Fill soil on the WisPark property will be made with imported crushed concrete.

We have assumed that the alignment will be built after the Ramboll subgrade elevations have been built. If that is not the case, there will need to be a pricing adjustment to account for extra fill on the City property.

Given the high loads and potentially permanent configuration of this access road, Edgerton is anticipating that a rigorous compaction specification is expected by the City. This proposal covers the cost of a geotechnical engineer to test and monitor the filling operation to document

that compaction at 95% of a Modified Proctor in fill areas and a suitable subgrade is achieved along the length of the proposed access road. This proposal covers three Proctor tests, field observations and field density tests over a period of 5 days.

Given the number of wetlands on the site, we have included money to build a thickened road section to span a total of 100-ft of soft ground. Areas requiring thickened sections will be identified by the geotechnical engineer.

The proposed section for this road is shown on the drawings in Attachment #1. We include fabric to provide separation between the stone and the subgrade soils, which may be soft. We include a total of 16-inches of stone based on our experience and the anticipated subgrade soils. Finally, we are recommending a stone width of 30-ft. As shown on the detail, this width provides for a 3-ft shoulder at the top of 3H:1V sideslopes and 4-ft of separation between two-way traffic. Given the number of sharp turns, the limited maneuverability of loaded trucks and the potential for tractor-trailers delivering soil next year, we believe that 30-ft is the appropriate width.

Topsoil within the slope intercepts of the proposed alignment will be stripped and set aside. Topsoil from the WisPark property will be stockpiled on WisPark property adjacent to the east side of the large building, north of the access road. Topsoil from the City property will be spread in fill areas elsewhere on the City property.

B.6 Erosion Control

Edgerton will install silt fence as shown on the drawings in Attachment #1. The silt fence is needed to intercept stormwater runoff from the outside lane and sideslopes along the alignment.

As the road stoning is completed, Edgerton will install a full-width tracking pad for the 50-ft of the access road adjacent to East Depot Road. In this area, the tracking mat stone will displace the top layer of TB.

B.7 Structures

Edgerton will place steel road plates over structures found on East Depot road and within the site access easements that will be impacted by construction traffic during this phase of work. For this project, steel road plates are 3/8" thick steel plates that extend several feet outside the edge of the structure to distribute traffic loads across a large area and reduce the intensity of loading on the structure itself.

B.8 Environmental Concerns

As noted in Part A, there are materials of a source unknown to us which may or may not be characterizable as hazardous waste located within the proposed alignment on both the WisPark and City property. In addition to the possible roofing material noted for Part A, the materials for Part B include buckets partially filled with an unknown substance – perhaps roofing tar. We have excluded the remediation or removal of these materials from this proposal.

While we are reassured that the City has received verbal confirmation that these materials are not hazardous, Edgerton will not perform clearing or grading work in this area until we have received written confirmation that:

- a. The materials are not hazardous, OR
- b. The materials have been removed from the WisPark property, City property and City easements.

B.9 Other Concerns

Beyond details discussed above, the scope of this proposal is subject to the list of standard exclusions provided in Attachment #2.

Part C: Surface Stabilization for Interim Erosion Control

This proposal includes the price to cover graded areas in Part A with a single application of green colored soil stabilizer.

Part D: Dust Control

Neighboring residents are aware of hazards associated with tracking soil off this site and onto 5th Avenue. Edgerton fully understands the hazards and the concerns of citizens.

Two dust control operations are anticipated – one to support Part A and a second one for Part B.

Dust Control for Part A: Prepare SubGrade for Environmental Capping

Edgerton plans to reduce the potential for tracking soil onto 5th Avenue with the following measures:

- Backdrag and loosen existing stone near the entrance to improve its capacity to take on tire debris.
- Add clear stone to build a new tracking mat 20-ft wide and 50-ft long.

The potential for tracking and dust on 5th Avenue will exist if site soil conditions are wet during the following operations:

- Equipment loading and unloading. These are isolated tracking events as no more than 15 pieces of heavy equipment are delivered and then picked up from the site. Delivery and pickup of equipment will be concentrated in the week before work begins and in the week after work ends.
- Export of logs. We are anticipating no more than 5 days during which logging trucks will be entering and exiting the site as part of a log export operation. We anticipate exporting fewer than 30 loads.

If there is tracking, Edgerton will attempt to clean up debris before it can dry and generate dust under traffic on 5th Avenue. Our efforts will include:

- Scraping 5th Avenue with a skid steer and bucket to remove large chunks.
- Sweeping 5th Avenue with a sweeper.
- If the material has dried and is making dust under traffic, simultaneously watering and sweeping 5th Avenue to minimize the potential for temporarily slippery conditions.

As part of this plan, Edgerton considered wheel washing but decided against it for a couple reasons: the amount of construction traffic is minimal and adding water to the area near the entrance may actually increase the potential for non-Edgerton traffic to track material out onto 5th Avenue.

Dust Control for Part B: Construction of Access Road to support Future Large Soil Import

With this portion of the work, our strategy is to prevent site soil from being tracked out onto 5th Avenue. To that end, we plan to use East Depot Road as an extended tracking pad. If site soil conditions are wet during the import of fill and during stoning operations, Edgerton will sweep East Depot Road twice per day for a period of 10 days.

The need for dust control is highly dependent on weather conditions during construction, soil conditions and the amount of construction traffic entering and leaving the site. Given those variables, Edgerton will provide dust control as needed and bill the City only for the work performed using hourly rates included in this proposal.

Schedule

Edgerton estimates the duration of work for this proposal to be as follows:

Part A: 5 weeks including clearing and grading

Part B: 1 week including clearing, grading, soil import and stone

Part C: 2 days

Pricing

Edgerton is proposing to perform the scope of work described above for the following lump sum prices:

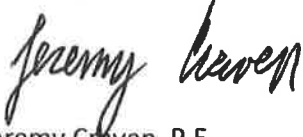
Item	Price
Part A: Preparation of SubGrade for Enviornmental Capping	
Tree Clearing and Grubbing, Erosion Control	\$69,500
Grading	\$117,500
Part B: Construction of Access Road for Future Large Soil Import	
Grading and Stone, 30-ft Wide Access Road, Fills on WisPark propery made with crushed concrete.	\$160,000
Part C: WisDOT Type A Soil Stabilizer for Interim Erosion Control	\$70,000
Part D: Dust Control	
Estimated Cost to Support Part A	\$6,000
Estimated Cost to Support Part B	\$3,500
Note: This is an Estimated Price assuminnng twice per day dust control activities during operations that include steady ingress and egress of contruction traffic. Actual work will be billed using hourly rates provided below.	
Total	\$426,500
<hr/>	
Time and Materials Rates for Sweeping	Hourly Rate
Sweeper	\$198
Water Truck	\$148
Skid Steer for Scraping Road	\$159

Any work determined to be outside the scope of this proposal can be done at standard time and materials rates or for a lump sum negotiated prior to beginning the work.

Closing

We truly appreciate the opportunity to be a part of this effort to improve these important properties in our home city. Please contact us if you need clarifications or supplemental information beyond what is provided in this proposal.

Sincerely,

A handwritten signature in black ink that reads "Jeremy Craven". The signature is written in a cursive style.

Jeremy Craven, P.E.

Attachments:

Attachment #1: Drawings

Attachment #2: Standard Exclusions

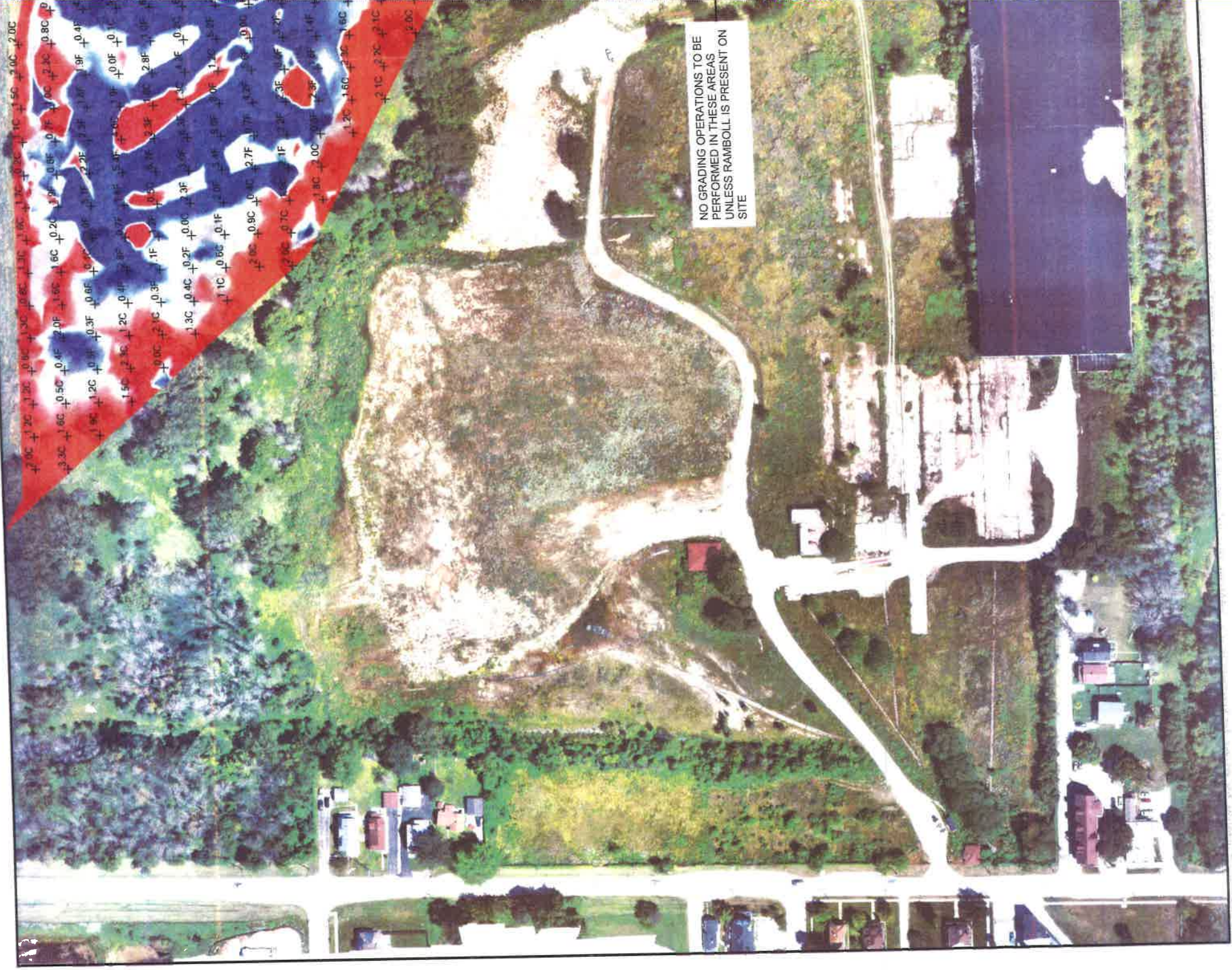
Signed by City of Oak Creek

Name: _____

Title: _____

Date: _____

Attachment #1: Drawings



NO GRADING OPERATIONS TO BE
PERFORMED IN THESE AREAS
UNLESS RAMBOLL IS PRESENT ON
SITE

+7.0C +1.2C +0.0C +1.3C +0.6C +1.8C +1.6C +1.3C +0.2C +1.1C +1.5C +1.0C +2.0C
+3.3C +1.6C +0.5C +0.4F +2.0F +1.6C +1.6C +0.2C +0.8F +0.7F +1.0C +2.3C +0.8C +0
+1.9C +1.2C +0.8F +0.3F +0.6F +0.4C +0.0F +0.1F +2.2F +0.8F +1.0F +0.4F +
+1.5C +2.3C +1.2C +0.4F +0.7F +1.8F +5.4F +2.6C +0.9F +0.0F +0.1C
+0.0C +2.1C +0.3F +1.1F +2.2F +0.5C +0.4F +2.3F +1.0C +2.8F +1.1F +0.2C +
+1.3C +0.4C +0.2F +0.0C +0.3F +2.0F +3.4F +3.0F +1.2C +5.0F +
+1.1C +0.5C +0.1F +2.0F +3.4F +1.7F +1.3F +0.6F +0.0F +1.2C +5.0F +
+2.6C +0.7C +1.6C +0.9C +0.4C +2.7F +1.7F +1.3F +0.6F +0.0F +1.2C +5.0F +
+2.0C +0.7C +1.6C +0.9C +0.4C +2.7F +1.7F +1.3F +0.6F +0.0F +1.2C +5.0F +
+1.2C +1.6C +2.3C +1.6C +2.0C
+2.1C +2.3C +2.1C
+2.0C

LEGEND

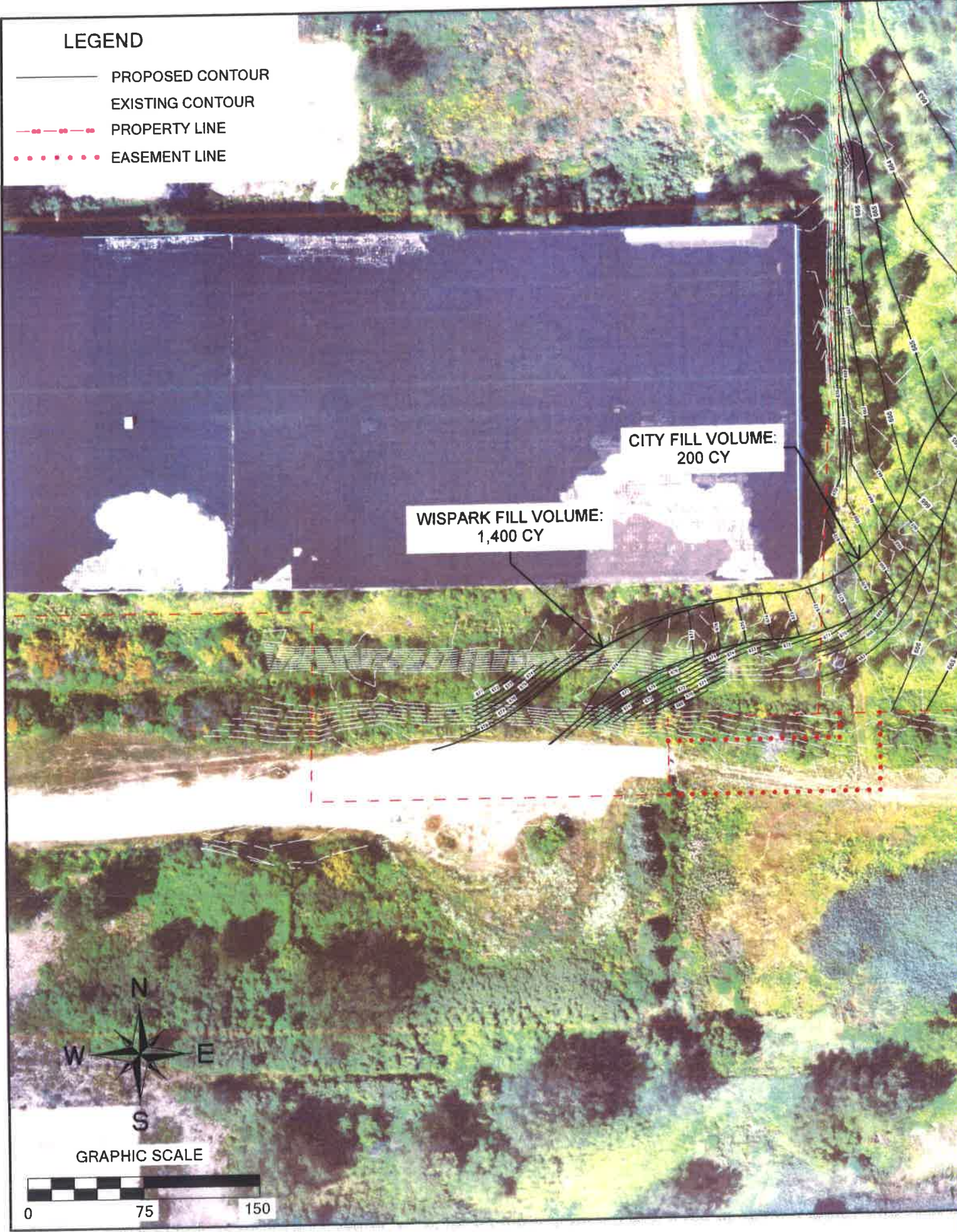
- PROPOSED CONTOUR
- EXISTING CONTOUR
- - - - - PROPERTY LINE
- EASEMENT LINE

CITY FILL VOLUME:
200 CY

WISPARK FILL VOLUME:
1,400 CY



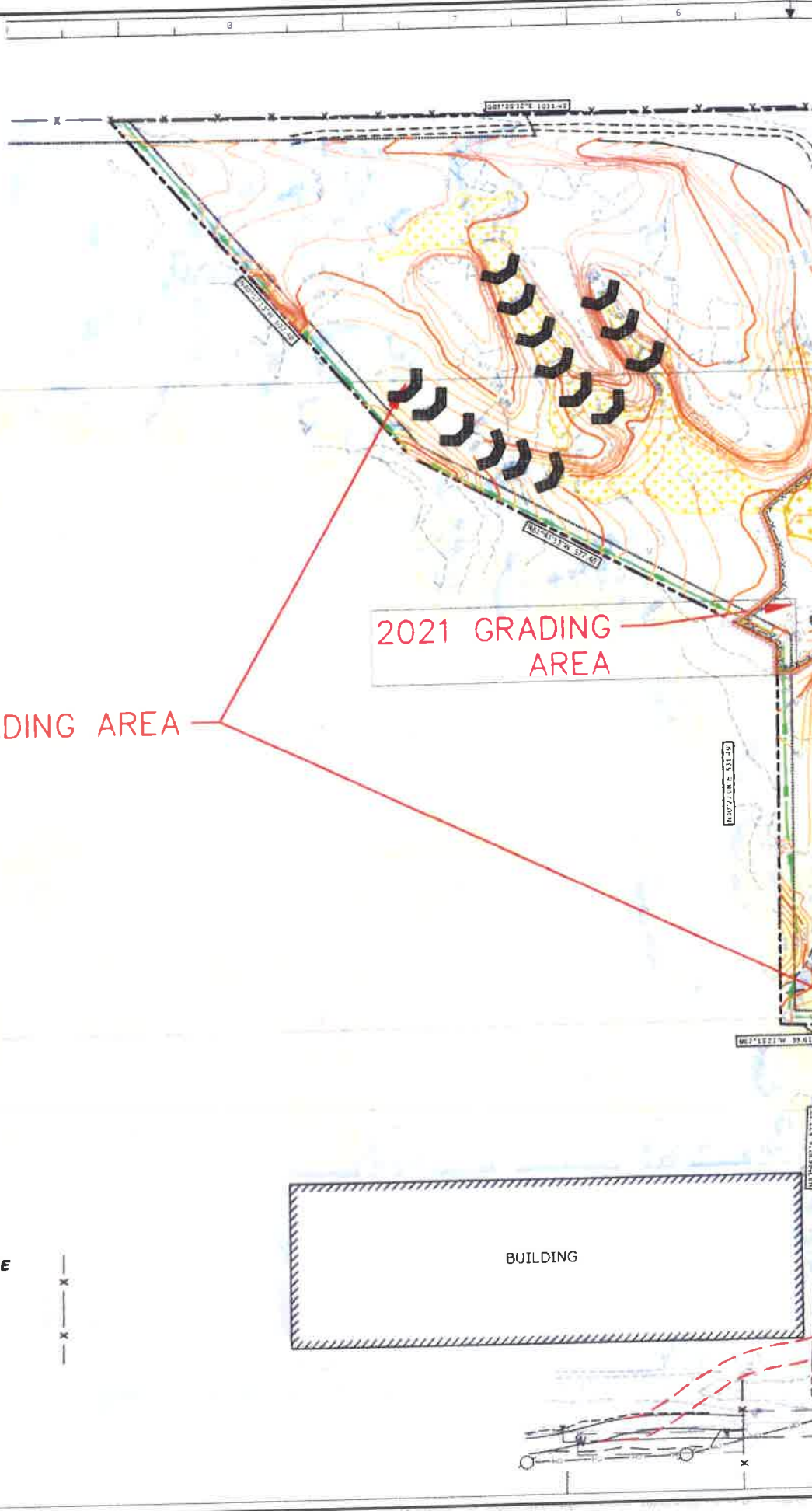
GRAPHIC SCALE



LEGEND

- X-X-X- SILT FENCE
- +--+ CONSTRUCTION FENCE
- STRAW WATTLES
- TRACKING MAT
- DITCH CHECK

E
D
C
B
A



2020 GRADING AREA

2021 GRADING AREA

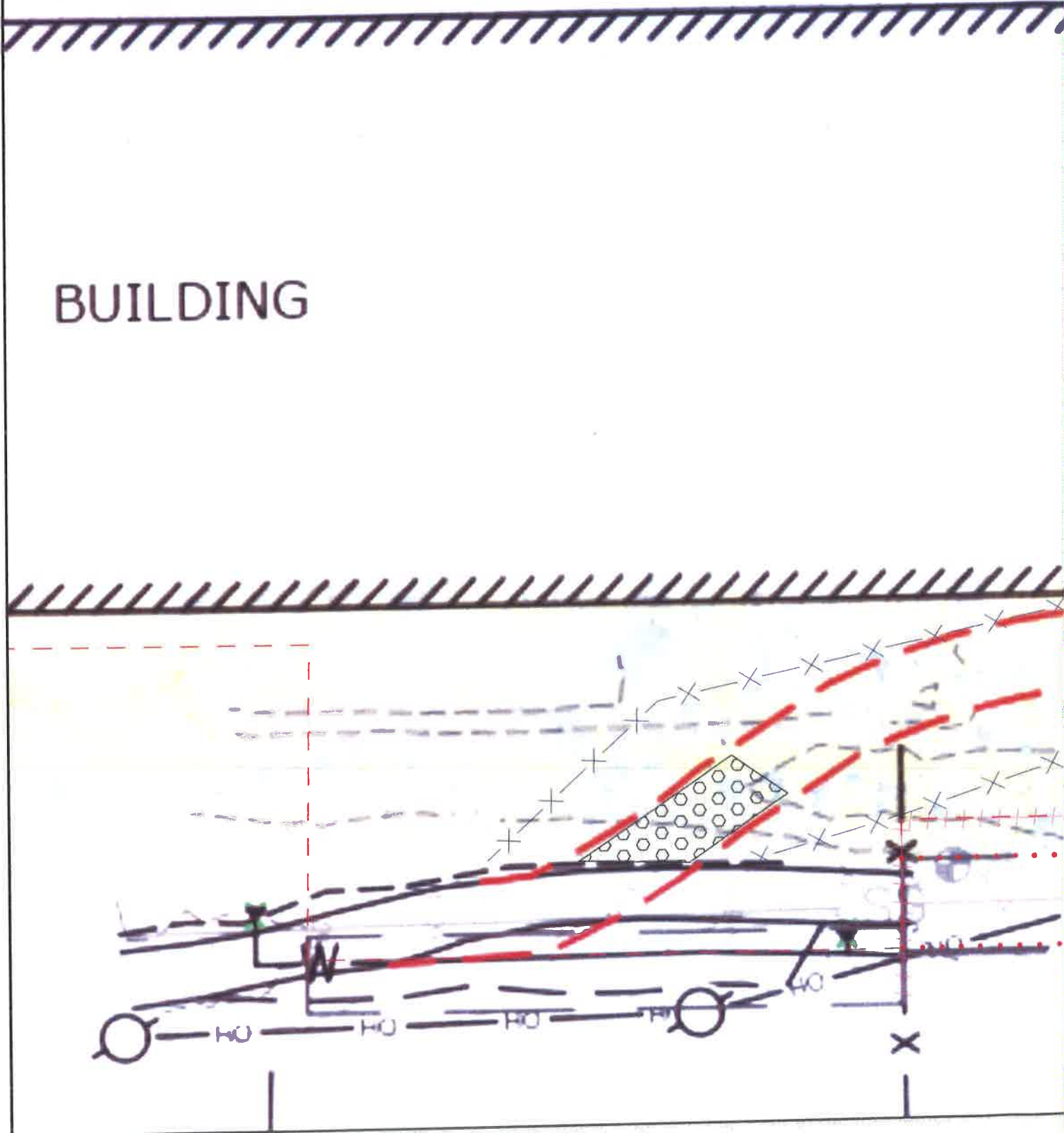
E LAKESIDE AVE

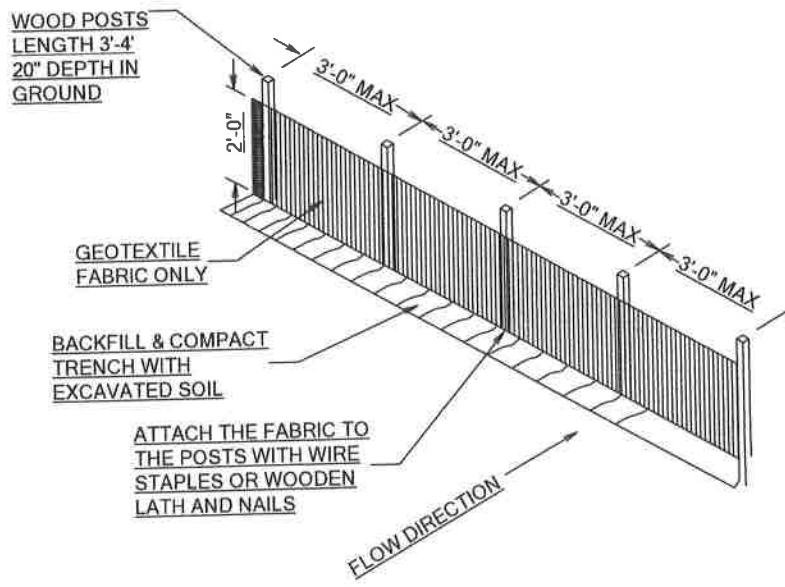
BUILDING

LEGEND

- X-X-X- SILT FENCE
- +++++ CONSTRUCTION FENCE
- - - - - PROPERTY LINE
- EASEMENT LINE
- ◻ TRACKING MAT

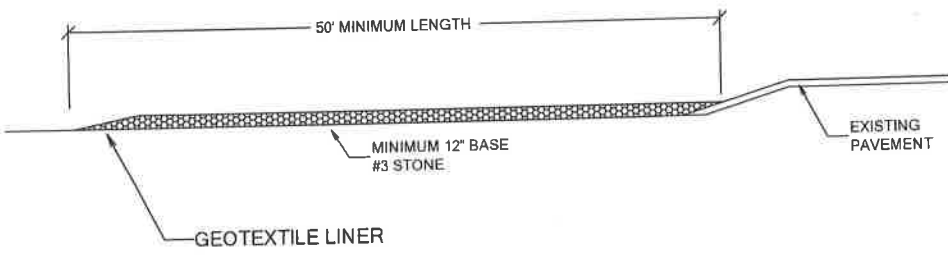
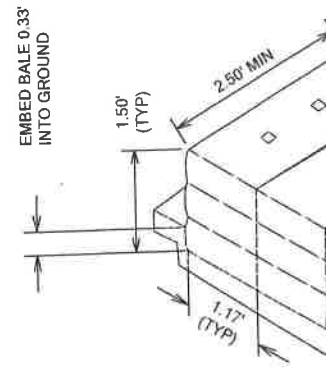
BUILDING



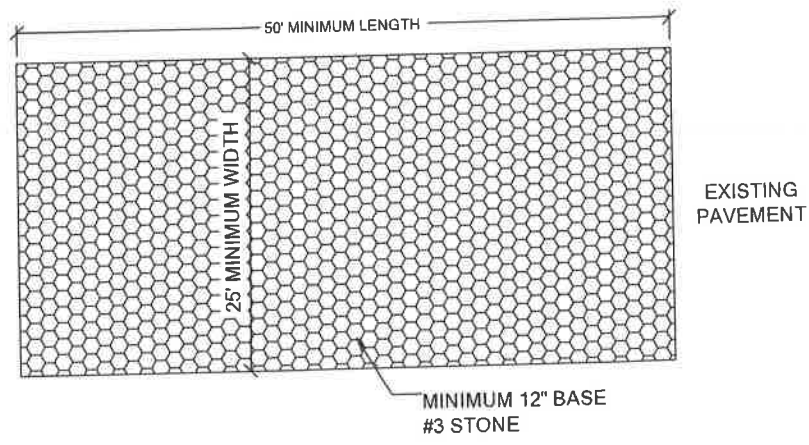


SILT FENCE

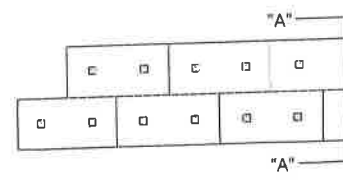
WOOD STAKES (PER
NOMINAL 2" X 2" X 3"
OR EQUIVALENT



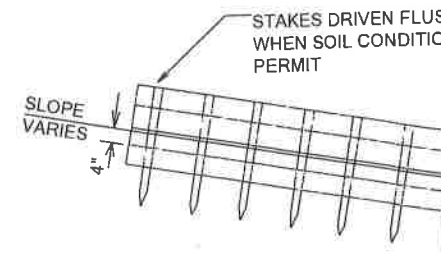
PROFILE



PLAN



PLAN



FRONT

STABILIZED CONSTRUCTION ENTRANCE

DITCH CHECK WALL

Attachment #2: Standard Exclusions

Standard Exclusions and Qualifications

Unless specifically listed in the included scope of work, the attached proposal is subject to the following exclusions:

- Permits, fees, and bonds.
- Establishment of survey control.
- Demolition and removal of existing structures.
- Removal of existing debris.
- Soil testing.
- Marking and locating of any and all private utilities.
- Traffic control, barricades, and site protection.
- Protection of items to remain on the site, items to be salvaged, or new items installed or placed by others within our work limits.
- Removal and replacement of unsuitable soils, regardless of the cause of unsuitability.
- Removal and disposal of contaminated materials.
- Remove, replace, relocate, restore, abandon, support, maintain existing utilities.
- Restoration associated with removed, replaced, restored, abandoned or new utilities.
- Identification and removal of underground obstructions or any differing site condition not shown on the project plans or included in the specifications.
- Installation of access roads, staging or laydown areas, ramps except as described in scope.
- Frost protection, frost ripping, and frost removal.
- Snow and ice removal.
- Street cleaning and sweeping for others.
- Dewatering other than incidental dewatering required for our own work.
- Excavation, backfill and compaction of utility trenches.
- Excavation and backfill for bollards, light poles, and drilled foundations.
- Sheeting, shoring, bracing, earth retention, and underpinning.
- Excavation and backfill for any earth retention system.
- Handling and disposal of spoils from utilities, earth retention systems, caissons, drilled piers and any other underground stabilization work.
- Repair of subgrade and granular layers damaged by others.
- Granular layers beneath bituminous pavement and curbs.
- Sawcuts.
- Final preparation of topsoil.
- Seeding, sodding, and landscaping

The attached proposal includes a comprehensive scope of work. All activities listed in this scope will be completed once. Repair of finished work damaged by others will be the responsibility of the damaging party. This includes, but is not limited to, damage to areas where rough grading is complete, damage to subgrade areas prior to installation of granular layers, and damage to granular layers prior to placement of slabs and pavement.

Only erosion control features shown on plans are included in this proposal. Additional erosion control required to satisfy any WDNR Storm Water Management Technical Standards, if not shown on plans, is not included in this proposal.

This proposal is based on the expectation that survey control suitable for GPS survey instruments will be measured and shared by the surveyor-of-record. Specific survey control requirements include:

- A minimum of four semi-permanent control points located near the corners of the project, beyond the work zone, with a clear view of the sky and located so that a polygon drawn through the points would cover the entire site.
- Horizontal Coordinates for each point. The coordinate system for control points shall be rotated, translated and scaled to be consistent with the coordinate system used in the project civil CAD file.
- Vertical Coordinates for each point. Elevations for each point shall be referenced to the project civil datum.
- Surveyor-of-Record shall establish and verify the accuracy of these points using industry-accepted practices.

Prior to commencement of our work, construction areas shall be cleared of all equipment, materials, debris and overlapping activities that will impede our ability to work efficiently and at normally expected production rates. If work areas are not cleared and available upon our arrival, alternate payment methods shall be negotiated.

If utility spoils, drilling spoils, or other spoils not generated by Edgerton Contractors, Inc. are to be incorporated into this contract, these spoils shall be stockpiled and graded by others to minimize moisture and frost penetration. Any management or handling of these types of soils beyond what is reasonably anticipated will result in additional costs.

Edgerton will indemnify the owner and the general contractor for injuries and property damage only to the extent that Edgerton is found negligent. Any additional indemnification, hold harmless or defense requirements may result in additional costs and expenses.

Edgerton Contractors, Inc. will perform work outside the scope of this proposal per the following terms:

- ECI's Authorization of Extra Work form is completed and signed by customer's Authorized Person.
- ECI will invoice for extra work upon completion, or monthly for extended duration work.
- Payment for extra work is required within 45 days of invoice date.
- Late payment amounts accrue interest at 1.5% monthly.
- Change orders shall be processed in a timely so as not to delay payment.

Edgerton Contractors, Inc. is signatory to the Master Labor Agreement between the Associated Earth Movers Area I (AEM) and the International Union of Operating Engineers Local 139. The work outlined in our proposal falls within the scope of the AEM agreement and our proposal is premised as such.

The qualifications, exclusions, terms and conditions stated in the proposal and Attachment A shall be incorporated into any agreement for this project.



COMMON COUNCIL REPORT

Informational: Treasurer Report on Investment and Banking for the City of Oak Creek accounts, month ending July 31, 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)
\$40,911,344.96	\$44,605,230.66	\$36,082.76	\$3,693,885.70

Activity: Tax Collection \$196,314; GTA \$682,464; Fire Dues \$145,945; Shared Revenue \$1,180,110; School Tax Credit \$5,221,699; First Dollar Credit \$604,969; Exempt Computer Aid \$184,149

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
Tri City National Bank	13,191,024.57	6,096,653.02	(6,183,554.90)				
General Fund	11,824,428.76	5,412,775.26	(5,353,363.66)	11,883,840.36			
Title 125	30,082.39	36,045.04	(15,836.50)	50,290.93			
Police Credit Card	98,294.34	18,022.50	(83,500.03)	32,816.81			
Parks & Rec Counter Credit Card	18,103.46	5,602.49	(15,577.07)	8,128.88			
Tax Payment Account #2	618,487.62	196,313.77	-	814,801.39			
Parks & Rec Online Credit Card	17,595.13	2,236.00	(8,009.78)	11,821.35			
Health Insurance	7,357.95	333,968.11	(257,730.09)	83,595.97			
Tax Payment Account	18,375.73	-	-	18,375.73			
EMS	558,299.19	91,689.85	(449,537.77)	200,451.27			
0	-	-	-	-			
DANA Investment Advisors	5,818,456.02	15,473.08	(11,999.15)	5,821,929.95	15,473.08	1.63%	13.05%
BMO Global Asset Management	4,780,138.94	11,939.59	(5,891.90)	4,786,186.63	11,939.59	2.11%	10.73%
American Deposit Management (ADM)	0.00	-	-	0.00	-	0.00%	
*ADM General Account Balance	0.00	-	-	0.00			
Local Government Investment Pool (LGIP)	11,572,645.96	8,064,246.36	(4,300,000.00)	15,336,892.32	1,388.19	0.14%	34.38%
*LGIP General Account Balance	6,332,003.60	8,063,615.62	(4,300,000.00)	10,095,619.22	757.45		
**Ehlers Investment	5,549,079.47	8,203.44	(1,183.84)	5,556,099.07	7,135.66	1.6440%	12.46%
	5,549,079.47	8,203.44	(2,057.10)	5,555,225.81			
Total Balance	40,911,344.96	14,196,515.49	(10,502,629.79)	44,605,230.66	36,082.76		

**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 Payment Account #2		(Tax Settlement occurs in August)
City Deposit (Counter, Drop Box, Mail)	152,825.10	STATE
Gov Tech	-	COUNTY
Credit Card	43,488.67	MMSD
Total Tax Payment Account #2	196,313.77	SCHOOL
Tax Payment Account		MATC
Tri City Payments (At Bank, Lockbox)	-	UTILITY
Total Tax Collection Deposits	196,313.77	TOTAL DIST \$ -
		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: Approval of amendment to the emergency medical services intergovernmental agreement.

Recommendation: That the Common Council approves amendment number two to the intergovernmental agreement for emergency medical services (EMS) between Milwaukee County and the City of Oak Creek.

Fiscal Impact: This amendment provides up to \$574,496.58 in funding to the City of Oak Creek through 2025.

Critical Success Factor(s):

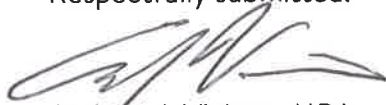
- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: This amendment provides a five year extension to the existing intergovernmental agreement between Milwaukee County and the City of Oak Creek for the provision of emergency medical services (EMS). Through this agreement, Milwaukee County will continue to provide the Oak Creek Fire Department with medical control, continuing education, quality assurance monitoring, and funding for the provision of its EMS program. The Fire Department will be required to achieve several key performance metrics as part of this agreement. These metrics have been reviewed and approved by the Milwaukee County Association of Fire Chiefs.

The original intergovernmental agreement was in effect during 2017 and 2018. The first amendment to this agreement provided an extension for 2019 and 2020. This second amendment will provide an extension through December 31, 2025. The financial model included in this agreement will provide the City of Oak Creek with \$574,496.58 in funding over the life of the amendment.


Options/Alternatives: NA

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Michael Kressuk, Jr.
Fire Chief

Fiscal Review:

Bridget Souffrant (25)

Bridget M. Souffrant

Assistant City Administrator/Comptroller

Approved:

Attachments: Amendment 2 - EMS Agreement

**AMENDMENT NO. 2
TO
INTERGOVERNMENTAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES (EMS)**

This Amendment No. 2 to Intergovernmental Agreement for Emergency Medical Services (EMS) (this "Amendment No. 2") is entered into as of January 1, 2021 (the "Amendment Effective Date"), by and between Milwaukee County, a Wisconsin municipal body corporate ("County"), and [] ("Municipality"). Each of the County and Municipality also may be referred to herein as a "Party" and both may be referred to collectively as the "Parties."

RECITALS:

Whereas, County and Municipality entered into that certain Intergovernmental Agreement Between Milwaukee County and [] For Emergency Medical Services (EMS) (2017 – 2018), effective as of January 1, 2017 (the "Agreement"), relating to the provision of a coordinated delivery system of EMS services to the residents of the County and others; and

Whereas, County and Municipality previously extended the term of the Agreement via Amendment: Intergovernmental Agreement for Emergency Medical Services (EMS) (2017-2018) dated July 21, 2017, through December 31, 2020 pursuant to Article VII(E) thereof; and

Whereas, representative of the strength of the County EMS System, as proven by the 2020 Adopted Capital Budget's investment in Project WO27301 of \$1.125M for countywide cardiac defibrillators, the Parties desire to extend further the term of the Agreement through December 31, 2025; and

Whereas, the Parties desire to further amend the Agreement as more particularly set forth herein;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereby agree as follows:

- 1.0 TERM. The term of the Agreement is hereby extended through December 31, 2025, unless extended or terminated in accordance with the terms of the Agreement.
- 2.1 AMENDMENT OF CHARTS. The charts in the following sections of the Agreement are hereby deleted and replaced with the charts set forth below:

2.1 Article III(B)(5):

SATURATION NUMBERS								
	MED UNITS	PARAMEDIC (Footnote III)	FIRE STATIONS	PARAMEDIC (Footnote IV)	FORMULA PARAMEDICS	2020 ACTUAL PARAMEDICS	VARIANCE	SATURATION NUMBERS
Franklin	4	36	3	12	48	42	6	48
Greendale	2	18	1	4	22	17	5	22
Greenfield	4	36	2	8	44	43	1	44
Milwaukee	14	126	30	120	246	197	49	246
North Shore	3	27	5	20	36	42	-6	42
Oak Creek	3	27	3	12	39	40	-1	40
South Milwaukee	3	27	1	4	31	17	14	31
Wauwatosa	2	18	4	16	34	59	-25	59
West Allis	2	18	3	12	30	77	-47	77
TOTAL					530	534		609

- I. Applicable to Municipalities that hold State EMT-P licenses.
- II. Formula based on # Med Units and # of Fire Stations.
- III. Med Units are manned by 2 paramedics/shift, +1 for vacation/sick time. E.g., 1 Med Unit operating 3 shifts needs 9 paramedics.
- IV. Fire Station paramedic staffing of 1/shift, +1 additional coverage over 3 shifts for vacation/sick time.
- V. Saturation Number based on the higher of the formula, or number of trained paramedics as of January 1st, 2020.
- VI. Med Units equipped by the County must be staffed and available 25% or more during each year in order to be in the count.
- VII. The Saturation Number may change if a Municipality increases or decreases the number of Med Units or Fire Stations.
- VIII. Additional Municipalities may be added to the Saturation table should they become state-licensed or should they ride on a partnering Municipality's state license, with approval from the State DHS.

2.2 Article III(D)(1):

See number of "MED UNITS" displayed in the Article III(B)(5) chart.

2.3 Attachment A:

ATTACHMENT A

\$ 1,500,000

2021 30-30-40 FORMULA													
	POPULATION SERVED		30% OF POPULATION		SQ. MILES SERVED		30% OF SQ. MILES		AVG ALS TRANSPORT	40% OF ALS TRANSPORTS	TARGET		
Franklin	35,872	3.8%	\$	17,023	34.58	14.3%	\$	64,382	5.7%	\$	34,336	\$	115,741
Hales Corners	7,598	0.8%	\$	3,606	3.192	1.3%	\$	5,944	--	--	--	\$	9,549
TOTAL	43,470	4.6%		20,628	37.77	15.6%		70,326	5.7%	\$	34,336	\$	125,291
Greendale	14,072	1.5%	\$	6,678	5.57	2.3%	\$	10,363	2.6%	\$	15,638	\$	32,679
Greenfield	37,358	3.9%	\$	17,728	11.53	4.8%	\$	21,474	6.3%	\$	37,880	\$	77,081
Milwaukee	592,025	62.4%	\$	280,939	96.184	39.8%	\$	179,105	50.0%	\$	300,041	\$	760,085
St. Francis	9,514	1.0%	\$	4,515	2.569	1.1%	\$	4,784	--	--	--	\$	9,299
West Milwaukee	4,122	0.4%	\$	1,956	1.119	0.5%	\$	2,084	--	--	--	\$	4,040
TOTAL	605,661	63.9%		287,410	99.87	41.3%		185,972	50.0%	\$	300,041	\$	773,423
North Shore	64,387	6.8%	\$	30,554	24.27	10.0%	\$	45,193	9.0%	\$	53,953	\$	129,700
Oak Creek	36,470	3.8%	\$	17,306	28.45	11.8%	\$	52,971	5.2%	\$	31,493	\$	101,771
South Milwaukee	20,801	2.2%	\$	9,871	4.83	2.0%	\$	8,992	2.9%	\$	17,426	\$	36,289
Cudahy	18,202	1.9%	\$	8,638	4.772	2.0%	\$	8,886	--	--	--	\$	17,524
TOTAL	39,003	4.1%		18,508	9.60	4.0%		17,878	2.9%	\$	17,426	\$	53,813
Wauwatosa	48,376	5.1%	\$	22,956	13.23	5.5%	\$	24,630	8.8%	\$	52,941	\$	100,528
West Allis	59,492	6.3%	\$	28,231	11.38	4.7%	\$	21,193	9.4%	\$	56,292	\$	105,716
TOTAL	948,289	100%		450,000	241.66	100.0%		450,000	159%	\$	600,000	\$	1,500,000

- I. Population data sourced from the 2010 U.S. Census Bureau's Population Estimates Program (PEP)
- II. Square mileage sourced from the 2019 update to the U.S. Census Bureau's Gazetteer files

TEN-YEAR ADJUSTMENT FORMULA TO A NEW 2021 30-30-40 FORMULA													
	2016/2017	10-YR +/- 2018-2020	7-YR +/- 2021-2025	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027 TARGET
Franklin	\$ 125,004.00	\$ 1,805.74	\$ 814.83	\$ 123,198.26	\$ 121,392.52	\$ 119,586.78	\$ 120,401.61	\$ 121,216.44	\$ 122,031.28	\$ 122,846.11	\$ 123,660.94	\$ 124,475.77	\$ 125,291
Greendale	\$	\$ 3,225.85	\$ 3,285.85	\$ 3,225.85	\$ 6,451.70	\$ 9,677.55	\$ 12,963.40	\$ 16,249.26	\$ 19,535.11	\$ 22,820.96	\$ 26,106.82	\$ 29,392.67	\$ 32,679
Greenfield	\$ 115,149.00	\$ 3,281.91	\$ 4,031.72	\$ 111,867.09	\$ 108,585.18	\$ 105,303.27	\$ 101,271.55	\$ 97,239.83	\$ 93,208.11	\$ 89,176.39	\$ 85,144.67	\$ 81,112.95	\$ 77,081
Milwaukee	\$ 601,066.50	\$ 19,270.44	\$ 16,363.57	\$ 620,316.94	\$ 639,607.38	\$ 658,877.82	\$ 675,241.39	\$ 691,604.95	\$ 707,968.52	\$ 724,332.08	\$ 740,695.65	\$ 757,059.21	\$ 773,423
North Shore	\$ 181,252.50	\$ 5,629.61	\$ 4,952.32	\$ 175,623.89	\$ 169,995.28	\$ 164,366.67	\$ 159,414.35	\$ 154,462.03	\$ 149,509.71	\$ 144,557.39	\$ 139,605.07	\$ 134,652.75	\$ 129,700
Oak Creek	\$ 136,591.50	\$ 3,948.55	\$ 3,282.18	\$ 132,642.95	\$ 128,694.40	\$ 124,745.85	\$ 121,463.67	\$ 118,181.49	\$ 114,899.32	\$ 111,617.14	\$ 108,334.96	\$ 105,052.78	\$ 101,771
South Milwaukee	\$ 144,916.50	\$ 6,856.74	\$ 9,176.74	\$ 135,959.76	\$ 127,003.02	\$ 118,046.28	\$ 108,870.04	\$ 99,693.81	\$ 90,517.57	\$ 81,341.34	\$ 72,165.10	\$ 62,988.87	\$ 53,813
Wauwatosa	\$ 97,234.50	\$ 438.28	\$ 282.61	\$ 97,672.78	\$ 98,111.06	\$ 98,549.34	\$ 98,831.95	\$ 99,114.57	\$ 99,397.18	\$ 99,679.79	\$ 99,962.40	\$ 100,245.02	\$ 100,528
West Allis	\$ 98,785.50	\$ 688.98	\$ 695.59	\$ 99,472.48	\$ 100,159.46	\$ 100,846.44	\$ 101,542.03	\$ 102,237.62	\$ 102,933.21	\$ 103,628.79	\$ 104,324.38	\$ 105,019.97	\$ 105,716
TOTAL	\$ 1,500,000			\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000

- I. The intent is to adjust the ICC % formula into a known, data driven distribution.
- II. Ten years of adjustment time is calculated to reach the target formula.
- III. The ten year adjustment approach does not guarantee future funding beyond the contract.
- IV. NEW 30-30-40 Formula would be implemented in 2018, year 2 of the contract.
- V. For 2017 and 2018, monies not-to-exceed \$375k and \$250k, respectively, would be distributed at \$30/ALS transport.
- VI. Years 2018-2020 are grayed out because these stipends do not apply to Amendment No. 2; rather the original 30-30-40 figures from the EMS 2017-2018 Agreement withstand.

3.0 AMENDMENT TO COUNTY FUNDING REQUIREMENTS. The subsections of Article V are hereby amended as follows:

3.1 Article V(A) is hereby amended to add the following years and corresponding funding amounts for years 2021-2025:

2021: \$1,500,000;

2022: \$1,500,000;

2023: \$1,500,000;

2024: \$1,500,000;

2025: \$1,500,000.

3.2 The ICC EMS Formula Schedule in Article V(B) for 2021-2025, using the formula noted in Attachment A as revised in this Amendment, is as follows:

	2021	2022	2023	2024	2025
Franklin	\$ 120,401.61	\$ 121,216.44	\$ 122,031.28	\$ 122,846.11	\$ 123,660.94
Greendale	\$ 12,963.40	\$ 16,249.26	\$ 19,535.11	\$ 22,820.96	\$ 26,106.82
Greenfield	\$ 101,271.55	\$ 97,239.83	\$ 93,208.11	\$ 89,176.39	\$ 85,144.67
Milwaukee	\$ 675,241.39	\$ 691,604.95	\$ 707,968.52	\$ 724,332.08	\$ 740,695.65
North Shore	\$ 159,414.35	\$ 154,462.03	\$ 149,509.71	\$ 144,557.39	\$ 139,605.07
Oak Creek	\$ 121,463.67	\$ 118,181.49	\$ 114,899.32	\$ 111,617.14	\$ 108,334.96
South Milwaukee	\$ 108,870.04	\$ 99,693.81	\$ 90,517.57	\$ 81,341.34	\$ 72,165.10
Wauwatosa	\$ 98,831.95	\$ 99,114.57	\$ 99,397.18	\$ 99,679.79	\$ 99,962.40
West Allis	\$ 101,542.03	\$ 102,237.62	\$ 102,933.21	\$ 103,628.79	\$ 104,324.38
TOTAL	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00

3.3 Article V(B) is hereby amended to delete the following and replace with:

"The County shall make equal payments to the Municipality during the first week of each first month immediately following the payment quarter of the years covered by this agreement."

3.4 Article V(C) is hereby amended to add the following:

"The distribution of County funds at the value of \$30 per ALS transport was terminated in the 2017 Agreement in the year 2020. There is no longer an applicable corresponding table as these calculations are obsolete."

4.0 Amendment to ARTICLE IV(H) defining Key Performance Metrics as the following:

EMS Agreement Amendment No. 2 (2021 - 2025) Key Performance Metrics

KPMs to be monitored via accessible tracking board to be reported out in the countywide Admin Review and CQIP meetings.	Funding %	Notes
1. Attendance at 80% of bimonthly Administrative Review meetings by department representative.	15%	
2. Attendance at 80% of monthly Continuous Quality Improvement Process meetings by department representative.	15%	
3. Submit quarterly plan to address overdue education assignments by April 30th, July 31st, October 31st, and January 31st based on a quarterly report generated and shared by OEM.	15%	
4. Full completion of the Human Subjects Protection Training by all providers every two years beginning in 2021.	15%	
5. Monthly report of adherence to daily completion of the controlled substance log. All incompletes are addressed via report form submitted monthly.	15%	OEM-developed report form.
6. Engage in annual strategic planning session (system-wide) with EMS Agenda 2050 as focus.	15%	Activities related to EMS Agenda 2050 will be monitored via Admin Review and CQIP.
7. Increase bystander CPR/Public AED Access by:	10%	
7a. Identify barriers to intervention in each community.		2021 activity.
7b. Create plan to address/decrease barriers in each community.		2022 activity.
7c. Implement plan.		2023 activity.
7d. Measure impact.		2024 activity.
	100%	

5.0 MISCELLANEOUS. Parties agree that Milwaukee County distribution dollars, as amended in ARTICLE V(A) and V(B), may only be used for the sole purpose of EMS services.

6.0 MISCELLANEOUS. Except as modified by this Amendment No. 2, the Agreement remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment No. 2, the Amendment No. 2 shall prevail. Capitalized terms used but not otherwise defined herein shall have the meanings provided for them in the Agreement.

Signature Page Follows

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

FOR _____

BY: Christine Westrich DATE: 7/28/2020

BY: Dan Bukiewicz DATE: 8/27/2020

NAME: Christine Westrich

NAME: Mike Kressuk Dan Bukiewicz

TITLE: Director OEM

TITLE: Fire Chief Mayor

DEPARTMENT: OEM

TAXPAYER ID No.: _____

REVIEWED AS TO INSURANCE REQUIREMENTS:

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

BY: Megan Rogers DATE: 8/3/2020
Risk Manager
Office of Risk Management

BY: Lamont Robinson DATE: 7/29/2020
Director
Community Business Development Partners

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: [Signature] DATE: 7/31/2020
Milwaukee County Comptroller
Office of the Comptroller

BY: David Farwell DATE: 8/3/2020
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:

BY: [Signature] DATE: 8/4/2020
David Crowley, County Executive
Office of the County Executive

BY: David Farwell DATE: 8/4/2020
Corporation Counsel
Office of Corporation Counsel

REVIEWED AND APPROVED FOR COMPLIANCE WITH COVID-19 PUBLIC HEALTH EMERGENCY FISCAL ACTIONS ADMINISTRATIVE ORDER 20-9

BY: JOSEPH LAMERS DATE: 7/27/2020
Director of Performance, Strategy & Budget
Department of Administrative Services

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to:	CONTRACT TYPE
Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse	Professional Service - Operatin <input checked="" type="checkbox"/> x
Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse	Professional Service - Capita
Community Business Development Partners, 9th Floor - 633 W. Wisconsin	Purchase of Service
	Preliminary <input type="checkbox"/> Final <input checked="" type="checkbox"/> x

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Office of Emergency Management (OEM)	480	4800

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
<ENTER MUNICIPAL FIRE DEPARTMENT>			X	

NAME OF VENDOR	ADDRESS
MUNICIPAL FIRE DEPARTMENT	MUNICIPAL ADDRESS

TAX I.D. NO.	EFFECTIVE DATES:	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	begin date: 01/01/21 end date: 12/31/25	60		\$7,500,000

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2021		0001	480	4803			6148				\$1,500,000
2022		0001	480	4803			6148				\$1,500,000
2023		0001	480	4803			6148				\$1,500,000
2024		0001	480	4803			6148				\$1,500,000
2025		0001	480	4803			6148				\$1,500,000

PURPOSE OF CONTRACT

This Intergovernmental Agreement Amendment No. 2 is a five-year extension of an agreement with nine local fire departments for the provision of Emergency Medical Services (EMS). The agreement allows the continuing distribution of \$1,500,000 to local fire departments based on an ICC-approved formula which varies by population, square miles and paramedic transport volume per community.

Was County Board approval received prior to contract execution or contract amendment or extension?

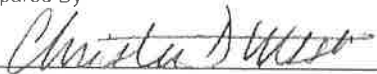
X If YES, give County Board File No. Approval is pending. Date Approved _____

If NO, why is County Board approval not required? _____

Was Contract **fully** executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Christine Westrich	2.19.2020	
Prepared By	Date	Director OEM

	2.19.2020	
Signature of County Administrator	Date	Director OEM

		Title
		Director OEM
		Title

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Christine Westrich Phone: 414-345-7191 Date: 2.10.2020
Email Address christine.westrich@milwaukeecountywi.gov Dept: OEM Grant \$\$: n/a Org No. 4800

PROJECT INFORMATION

Project Name: EMS Amendment No. 2 Project No.: n/a

Contract Scope/Project Description (attach scope/description of work or estimating sheet):
\$1,500,000 annual distribution to 12 local fire departments for the provision of Emergency Medical Services, as granted in a five-year extension through Amendment No. 2

Contracting Opportunities (List NAICS codes): n/a

TYPE OF PROJECT

Contract Value: \$7,500,000 Contract Type: Intergovernmental Agreement
Recommended Goal: \$0.00

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less
- B. Rental or Lease
- C. Governmental Agency or Institution
- D. ¹Non-Profit (No subcontract)
- E. Purchasing or Renewal of software license
- F. ²Contract Extension/Amendment
- G. ³Specialized
- H. Only one individual assigned to the contract
- I. The nature (scope of work) of contract doesn't have subcontracting opportunities
- J. ⁴Grants
- K. No funding use by Milwaukee County
- L. Special License or Certificate required
- M. Other _____

Department/Division Administrator

Name Christine Westrich Signature Christine Westrich Digitaly signed by Christine Westrich
Date: 2020.02.10 13:51:07 -0600 Date 2.19.2020

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: _____%

This contract is exempt from a participation goal: ___ Yes ___ No

Approved:  Date: 2-19-2020

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1 13 for procedures)											
Mail to: Preliminary: Office of the Comptroller, Courthouse Room 301 Final: Accounts Payable, Courthouse Room 301 and Community Business Development Partners, City Campus - 8th Floor Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus						CONTRACT TYPE					
						Professional Service - Operating					
						Professional Service - Capital					
						Purchase of Service					
DEPARTMENT NAME Office of Emergency Management						AGENCY NO. 480		DEPARTMENT (HIGH) ORG 4800			
VENDOR INFORMATION											
VENDOR NO. 80204				ORDER TYPE		NEW or AMEND "new" per Corp Cnsl		CONTRACT NO.			
NAME OF VENDOR Oak Creek, City of						ADDRESS 8040 S. 6th Street					
TAX I.D. NO.		EFFECTIVE DATES: begin date end date		LENGTH OF CONTRACT (IN MONTHS)		AMENDMENT ONLY: DOLLAR CHANGE		TOTAL CONTRACT AMOUNT			
Insert in Schedule		01/01/21 12/31/25		60				\$ 574,496.58			
ACCOUNTING INFORMATION											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2021		0001	480	4841			6148				\$ 121,463.67
2022		0001	480	4841			6148				\$ 118,181.49
2023		0001	480	4841			6148				\$ 114,899.32
2024		0001	480	4841			6148				\$ 111,617.14
2025		0001	480	4841			6148				\$ 108,334.96
PURPOSE OF CONTRACT											
Amendment 2 extending through 12/31/2025 the 2017-2018 Intergovernmental Agreement for Emergency Medical Services Amendment 1 extended the 2017-2018 IGA from 2019 to 2020. The IGA does not provide for an additional extension, so the IGA would expire 12/31/2020. Per Corporation Counsel's advice, this 2021-2025 extension is considered a "new" contract." We are requesting a new encumbrance be established on 1/1/2021 for Amendment 2.											
Was County Board approval received prior to contract execution or contract amendment or extension? <input checked="" type="checkbox"/> If YES, give County Board File No. <u>20-197</u> Date Approved <u>5/28/2020</u> <input type="checkbox"/> If NO, why is County Board approval not required? _____											
Was Contract fully executed prior to work being performed (all signatures received)? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Is Vendor a certified professional service DBE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
Prepared By				Date				Title			
Signature of County Administrator				Date				Title			

Certificate Of Completion

Envelope Id: E3A59399B4324F2F816EFF666869FA04
 Subject: Please DocuSign: EMS Agreement OCFD
 Source Envelope:
 Document Pages: 10 Signatures: 9
 Certificate Pages: 6 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Delivered

Envelope Originator:
 Dan Pojar
 633 W. Wisconsin Ave.
 Suite 901
 Milwaukee, WI 53203
 Dan.Pojar@milwaukeecountywi.gov
 IP Address: 204.194.251.3

Record Tracking

Status: Original
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 Holder: Dan Pojar
 Dan.Pojar@milwaukeecountywi.gov
 Location: DocuSign

Signer Events

JOSEPH LAMERS
 Joseph.Lamers@milwaukeecountywi.gov
 Budget Director
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

Signature

JOSEPH LAMERS
 Signature Adoption: Pre-selected Style
 Using IP Address: 204.194.251.5

Timestamp

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 Signed: 7/27/2020 3:23:41 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Christine Westrich
 christine.westrich@milwaukeecountywi.gov
 Director OEM
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

Christine Westrich

Signature Adoption: Pre-selected Style
 Using IP Address: 174.192.78.185

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 Viewed: 7/28/2020 2:47:06 PM
 Signed: 7/28/2020 2:47:15 PM

Electronic Record and Signature Disclosure:
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Lamont Robinson
 lamont.robinson@milwaukeecountywi.gov
 Director, CBBDP
 Milwaukee County
 Signing Group: Community Business Development
 Partners
 Security Level: Email, Account Authentication
 (None)

Lamont Robinson

Signature Adoption: Pre-selected Style
 Using IP Address: 204.194.251.3

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Electronic Record and Signature Disclosure:
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David Farwell
 David.Farwell@milwaukeecountywi.gov
 Assistant Corporation Counsel
 Milwaukee County
 Signing Group: Corporation Counsel
 Security Level: Email, Account Authentication
 (None)

David Farwell

Signature Adoption: Pre-selected Style
 Using IP Address: 204.194.251.3

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Electronic Record and Signature Disclosure:
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Signer Events

Scott Manske
comptrollersignature@milwaukeecountywi.gov
Comptroller
Milwaukee County
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Megan Rogers
megan.rogers@milwaukeecountywi.gov
Interim Director
Milwaukee County
Signing Group: Risk Management
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 11/15/2018 8:01:37 AM
ID: b9a5cb95-855d-440c-886b-36b20bdadc17

County Executive David Crowley
David.Crowley@milwaukeecountywi.gov
Milwaukee County Executive
Milwaukee County
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

David Farwell
David.Farwell@milwaukeecountywi.gov
Assistant Corporation Counsel
Milwaukee County
Signing Group: Corporation Counsel
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dan Bukiewicz
dbukiewicz@oakcreekwi.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 8/27/2020 10:54:57 AM
ID: bfddfe6b-48d0-4b7c-9780-c79c7846e556

Mike Kressuk
mkressuk@oakcreekwi.org
Fire Chief
Security Level: Email, Account Authentication (None)


Electronic Record and Signature Disclosure:
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ID: 5d6a094d-11af-4d26-ba93-a2185c8915d1

In Person Signer Events

Signature



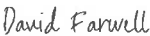
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Signature

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Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/27/2020 10:54:58 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwenty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwenty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwenty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwenty.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

	1.1 settings via proxy connection
--	-----------------------------------

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 9/1/2020 License Committee Report.

Fiscal Impact: License fees in the amount of 630.00 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:

1. Grant an Operator's license to:
 - * Leng Vang (Kwik Trip)
 - * Michael R. Pendzich (Legion)
 - * Anthony M. Hill (Kwik Trip)
 - * Carissa R. Barber (Kwik Trip)
 - * Maria De La O Sanchez (South Shore Cinema)
 - * DeAndre M. Holliman (Kwik Trip)

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 August 26, 2020 Vendor Summary Report in the total of \$523,378.99.

Fiscal Impact: Total claims paid of \$523,378.99.

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 July trash and recycling pickup.
2. \$5,159.00 to American Litho (pg #1) for Fall 2020 Acorn printing.
3. \$6,000.00 to Ascension Columbia St. Mary's (pg #1) for Oak Creek portion of UEOC COVID testing project officer role.
4. \$67,877.54 to Benistar (pg #2) for September Medicare supplement insurance.
5. \$9,407.00 to Braun Thyssenkrupp Elevator (pg #2) for city hall elevator repair.
6. \$7,535.50 to Buelow Vetter (pg #2) for legal services.
7. \$10,000.00 to Clever Sauce Creative LLC (pg #3) for The Confluence. (Tourism)
8. \$13,201.45 to E. H. Wolf & Sons, Inc. (pg #4) for fuel inventory.
9. \$6,968.00 to The Explorium Brewpub (pg #12) for Beer Garden beverages.
10. \$65,242.50 to Fiduciary Real Estate Development (pgs #4-5) for BD Bond refund.
11. \$7,100.00 to Hess Sweitzer Painting LLC (pg #6) for shelter stain.
12. \$7,169.22 to Lakeside International Truck (pg #7) for door & windshield repair and injectors, seal kit & o-rings.
13. \$66,884.90 to ModHome, LLC (pg #8) for BD Bond Refund.
14. \$10,000.00 to Reserve Account (pg #10) for postage refill.
15. \$6,270.00 to Savage Solutions, LLC (pg #10) for marketing and advertising services. (Tourism)
16. \$15,426.72 to Trane (pg #12) for Station 3 temperature control system, Project #20006.

17. \$45,613.73 to WE Energies (pgs #12-13) for street lighting, electricity & natural gas.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Staff Accountant

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Attachments: 8/26/2020 Invoice GL Distribution Report