



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

COMMON COUNCIL MEETING AGENDA

OCTOBER 6, 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 in person and by video conference. Persons wishing to participate in the meeting may attend in person or 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: 9/15/20.

Recognition

4. **Mayoral Proclamation:** Congratulations to the Grunau Company in recognition of their 100th Anniversary.

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

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

5. **Conditional Use:** Consider a request submitted by Mary Smith, AST/LEARN d/b/a Wisconsin Early Autism Project, for a Conditional Use Permit amendment for a medical clinic and outdoor commercial recreation facility on the property at 140 E. Rawson Ave. (1st District).

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

6. **Ordinance:** Consider Ordinance No. 2984, to approve a Conditional Use Permit amendment for a clinic and outdoor recreation area on the property at 140 E. Rawson Ave. (1st District).
7. **Conditional Use:** Consider a request submitted by Linda Niemela, Medical Support Services, Inc. and Tender Touch Therapy, for a Conditional Use Permit amendment for an outdoor commercial recreation facility on the property at 140 E. Rawson Ave. (1st District).
8. **Ordinance:** Consider Ordinance No. 2983, to approve a Conditional Use Permit amendment for a clinic and outdoor recreation area on the property at 140 E. Rawson Ave. (1st District).

New Business

9. **Informational:** COVID-19 Update.
10. **Resolution:** Consider Resolution No. 12194-100620, approving the Memorandum of Understanding between the Oak Creek Health Department, the Cudahy Health Department, and the South Milwaukee / St. Francis Health Department for the establishment and maintenance of a joint community COVID-19 specimen collection and testing site (by Committee of the Whole).
11. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending August 31, 2020.

FIRE

12. **Resolution:** Consider Resolution No. 12193-100620, authorizing participation in the Agreement for Mutual Assistance for fire and rescue services between the City of Oak Creek and other Milwaukee County municipal fire agencies (by Committee of the Whole).

INFORMATION TECHNOLOGY

13. **Resolution:** Consider Resolution No. 12192-100620, approving an Intergovernmental Agreement for Information Technology services between the City of South Milwaukee and the City of Oak Creek (by Committee of the Whole).

ENGINEERING

14. **Resolution:** Consider Resolution No. 12191-100620, approving and authorizing the execution of an Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District (District) and the City of Oak Creek outlining responsibilities for the delivery and receipt of clean soil from the District's Wilson Park Reach 3 Phase 1 Project, for beneficial reuse at the City properties at 8940, 8730, and 9010 S. 5th Avenue (4th District).

LICENSE COMMITTEE

15. **Motion:** Consider a motion to grant the various license requests as listed on the 10/6/20 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

16. **Motion:** Consider a motion to approve the September 30, 2020 Vendor Summary Report in the total amount of \$869,346.58 (by Committee of the Whole).

MISCELLANEOUS

17. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes to discuss the following:
 - a. Section 19.85(1)(e) to discuss development at the property located at 9300 S. 5th Avenue, 4001 E. Lake Vista Blvd. and 4200 E. Lake Vista Blvd.
18. **Motion:** Consider a motion to reconvene into Open Session.
19. **Motion:** Consider a motion to take action, if required.

Adjournment.

Public Notice

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

**MAYORAL PROCLAMATION
CONGRATULATIONS TO
THE GRUNAU COMPANY
IN RECOGNITION OF THEIR
100th ANNIVERSARY**

WHEREAS, Grunau Company is celebrating their 100th year in business anniversary in 2020; and

WHEREAS, the Grunau Company has been chosen by the South Suburban Chamber of Commerce to receive the "2019 Business of the Year" award for businesses with 25 or more employees; and

WHEREAS, the Grunau Company was established as a plumbing company in 1920 by Paul J. Grunau, and has since expanded its business to include mechanical construction, fire protection, metals and service; and

WHEREAS, the Grunau Company strives to keep its customers happy and also serve their community. In 2019, Grunau sponsored the Oak Creek High School Robotics Team, the American Heart Association, the Oak Creek Fire Department, City of Burlington Volunteer Fire Association, Greendale Jr. Panthers Baseball, STEM Forward, Project Echelon, and the Ronald McDonald House, and more. Additionally, Grunau employees volunteered for the Ronald McDonald House, WI Veterans Chamber of Commerce, ACE Mentor Program, and created teams and events to support Toys for Tots, the Boys and Girls Club of Greater Milwaukee, National Alliance on Mental Illness, Matthew Rittner, and the AHA Heart Ball drive. Grunau Company also sponsors and mentors four Cristo Rey Jesuit High School students.; and

WHEREAS, the Grunau Company has seen significant growth in the past 3 years including the acquisition of Flannery Fire in Kenosha, WI, opened service division in Kenosha, WI, office expansions in Orlando, Pittsburgh and Indianapolis and an expansion in Youngstown, OH in early 2020; and

WHEREAS, the Grunau Company is celebrating its 100th anniversary in 2020 and has reshaped the Milwaukee area over the last century, including the iconic riverfront Schlitz Park, US Bank Center, Northwestern Mutual Tower, Fiserv Forum, Oak Creek Library, and Drexel Town Square.

NOW, THEREFORE, BE IT RESOLVED that I, Daniel Bukiewicz, Mayor on behalf of the citizens of the City of Oak Creek, hereby congratulate the Grunau Company celebrating their 100th year anniversary.

Daniel J. Bukiewicz
Mayor, City of Oak Creek

ATTEST:

Catherine A. Roeske
City Clerk

TO BE PUBLISHED SEPTEMBER 9 & 16, 2020

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

IMPORTANT NOTICE

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

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

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

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Mary Smith, AST/LEARN d/b/a Wisconsin Early Autism Project, for a Conditional Use Permit Amendment for a medical clinic and outdoor commercial recreation facility on the property at 140 E. Rawson Ave.

Hearing Date:

October 6, 2020

Time:

7:00 PM

Place:

Oak Creek Civic Center (City Hall)
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers and Zoom (see above)

Applicant(s):

Mary Smith, AST/LEARN d/b/a Wisconsin Early Autism Project

Property Owner(s):

EAST RAWSON AVE LLC, A MD LLC

Property Location(s):

140 E. Rawson Ave.

Tax Key(s):

733-9991-001

Legal Description:

COM 310 FT E & 140.04 FT N OF SW COR SW1/4 SEC. 4-5-22 TH N 521.32 FT E TO NE COR OF W1/2 OF S 40 ACS OF SD 1/4 SEC S TO S1/4 SEC LI W TO A PT 722.20 FT E OF SW COR SD 1/4 SEC N 140 FT TH W TO BEG., EXC. PART FOR STREET. CONT. 13.496 ACS.

The Common Council has scheduled other public hearings for October 6, 2020 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: September 2, 2020
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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

COMMON COUNCIL REPORT

- Item:** Conditional Use Permit Amendment - Clinic and Outdoor Recreation Area - AST/LEARN (DBA, Wisconsin Early Autism Project)
- Recommendation:** That the Council adopts Ordinance 2984, an ordinance to approve a Conditional Use Permit Amendment for a clinic and outdoor recreation area on the property at 140 E. Rawson Ave.
- Fiscal Impact:** Approval will allow for the use and occupancy of a portion of a multitenant manufacturing building in a development that has recently completed construction. The project has yielded positive fiscal impacts in terms of assessed value and review/permit/impact fees. Tenant buildouts will continue to yield positive fiscal impacts with permits and/or licenses. This property is not currently part of a TID.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicants are requesting Conditional Use Permit Amendment approval for a proposed clinic (“learning center”) to provide behavioral treatment services to children with autism within a portion of multitenant building B on the property at 140 E. Rawson Ave. Clinics are Conditional Uses in the M-1, Manufacturing district. More information on the Wisconsin Early Autism Project is included with this report.

As proposed, the clinic would occupy between 5,201 and 7,841 gross square-feet in the southernmost 2-3 suites of Building B. Part of the request also includes a 50’ x 25’ outdoor play area on the west side of the clinic (loading dock area). This request will be discussed in more detail below.

Hours of operation would be as follows:

Monday through Friday (clinic) 7:00 AM – 6:30 PM

Monday through Friday (client hours) 7:30 AM – 6:00 PM

Saturday 9:00 AM – 4:00 PM

Sunday CLOSED

It is anticipated that 30 employees would be onsite daily to provide a 1:1 ratio to clients.

Access to the site is via the shared drive off of E. Rawson Ave. During review of the site and building plans in 2016, the Applicant indicated that the 278 parking stalls provided for the three (3) multitenant buildings was adequate based on similar buildings and tenant needs. Information provided by the landowner states

that the development has 284 parking stalls, 95 of which serve Building B. Some of the 95 parking stalls between Buildings B and C could be shared as well. Minimum parking requirements for medical, dental, and similar professional health service offices are calculated at five (5) patient stalls for every doctor, plus one (1) stall per employee at peak shift. Information provided refers to employees as “technicians” providing individual client services during client hours. If all 30 employees are anticipated onsite during all clinic hours with a maximum of 30 clients onsite at any given time, a total of 60 parking stalls would be required. Per the landowner, stalls are not currently assigned to lessees, but approximately 21 stalls are immediately adjacent to the proposed clinic. The existing tenant in the southern portion of Building C has been identified as a “light user,” potentially allowing for 11 additional stalls to be utilized by the clinic. Parking management for leased suites will be the responsibility of the landowner and/or their property management company.

Section 3(B) of the Conditional Use Permit for the indoor recreation area approved by the Common Council in January of this year states: “There shall be no outdoor activities, outdoor storage, or outdoor display of merchandise for sale in association with these Conditional Uses.” Thus, this Amendment request is for a second outdoor recreation area on the property. Should this request be approved, Site Plan Review by the Plan Commission for the size, location, enclosure details, etc. would be required at a later date. However, preliminary details were provided that indicate the area would be proposed with a 6-foot-tall vinyl fence directly off the building and installed on the existing asphalt.

Staff have several concerns for the proposed outdoor play area in this request. While the proposed location is behind the existing screen wall, it is nonetheless at the entrance to and within an active loading dock area. Unlike the outdoor recreation area request in the previous item, which was at the opposite end of the drive access, all truck traffic (for at-grade docks on the south and depressed docks on the north) must pass this proposed recreation area. No bollards or other safety measures for the proposed outdoor recreation area were included in the concept plans submitted with this request. A more appropriate location would be removed from potential truck traffic. Therefore, staff did not support the request for the outdoor recreation area. However, the Plan Commission determined that concerns could be mitigated through safety installations that would be reviewed during a future Plan Review for the site.

The Plan Commission reviewed this request during their August 25, 2020 meeting, and recommended approval subject to the attached Conditions and Restrictions.

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ord. 2984

Location Map

Hearing Notice

Plan Commission meeting minutes

Ord. 2960 (3 pages)

Plan of Operation (4 pages)

Proposed Site Plan (1 page)

Proposed Floor Plan & Play Area Images (4 pages)

Proposed Conditions & Restrictions

ORDINANCE NO. 2984

By: _____

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS IN ORDINANCE NO. 2960 FOR A PHYSICAL AND OCCUPATIONAL THERAPY CLINIC, A BEHAVIORAL TREATMENT SERVICES CLINIC, INDOOR RECREATION FACILITY, AND OUTDOOR RECREATION FACILITY ON THE PROPERTY AT 140 E. RAWSON AVE.

(1st Aldermanic District)

The Common Council of the City of Oak Creek does ordain as follows:

WHEREAS, Ordinance No. 2950 (The "Ordinance"), which approved a Conditional Use Permit for a physical and occupational therapy clinic within the multitenant building on the property at 140 E. Rawson Ave., was approved on November 5, 2019; and

WHEREAS, Ordinance No. 2960, which approved an amendment to the Conditional Use Permit in Ordinance 2950 for an indoor recreation facility on the property at 140 E. Rawson Ave., was approved on January 7, 2020; and

WHEREAS, Ordinance No. 2983, which approved an amendment to the Conditional Use Permit in Ordinance 2960 for an outdoor recreation facility on the property at 140 E. Rawson Ave., was approved on October 6, 2020; and

WHEREAS, the Ordinances affected the following legally described property;

COM 310 FT E & 140.04 FT N OF SW COR SW1/4 SEC. 4-5-22 TH N 521.32 FT E TO NE COR OF W1/2 OF S 40 ACS OF SD 1/4 SEC S TO S1/4 SEC LI W TO A PT 722.20 FT E OF SW COR SD 1/4 SEC N 140 FT TH W TO BEG., EXC. PART FOR STREET. CONT. 13.496 ACS.

WHEREAS, the Applicant, MARY SMITH, AST/LEARN DBA WISCONSIN EARLY AUTISM PROJECT, with support of the landowner, is requesting that the Ordinance be amended to allow an additional clinic and outdoor recreation facility within a portion of Building B; and

WHEREAS, a public hearing was held on this matter on October 6, 2020 to hear comments from all who were interested.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, Section 3 of the Conditions and Restrictions approved by the Ordinance affecting the Property is amended as follows:

- A. Two (2) clinics, one (1) indoor recreation facility, and two (2) outdoor recreation areas in accordance with these Conditions and Restrictions are allowed on the property. Other uses permitted by the zoning district, in accordance with other

applicable Sections of the City of Oak Creek Municipal Code (as amended) and these Conditions and Restrictions, are also allowed on the property.

B. Hours of operation shall be in accordance with the following:

i. Building C – Tender Touch Therapy

*Clinic/Outdoor Recreation Area	
Monday through Friday	7:00 AM – 7:00 PM
Saturday	8:00 AM – 12:00 PM or by appointment
Sunday	Closed
Indoor Recreation Facility	
Monday through Friday	9:00 AM – 9:00 PM
Saturday	9:00 AM – 5:00 PM
Sunday	12:00 PM – 5:00 PM

**The above hours of operation for the clinic and outdoor recreation area are restricted to patient appointments and not to staff onsite at any given time.*

ii. Building B – AST/LEARN (Wisconsin Early Autism Project)

Clinic/Outdoor Recreation Area	
Monday through Friday (clinic)	7:00 AM – 6:30 PM
Monday through Friday (client)	7:30 AM – 6:00 PM
Saturday	9:00 AM – 4:00 PM
Sunday	Closed

- C. The outdoor recreation area(s) location, enclosure materials, and screening shall be approved by the Plan Commission as part of Site Plan Review.
- D. There shall be no outdoor storage or outdoor display of merchandise for sale in association with these Conditional Uses.
- E. Solid waste collection and recycling shall be the responsibility of the owner.
- F. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

SECTION 2: Except as herein modified the conditions and restrictions approved by the Ordinance shall remain in full force and effect.

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

SECTION 4: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

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

Passed and adopted this 6th day of October, 2020.

President, Common Council

Approved this 6th day of October, 2020.

Mayor

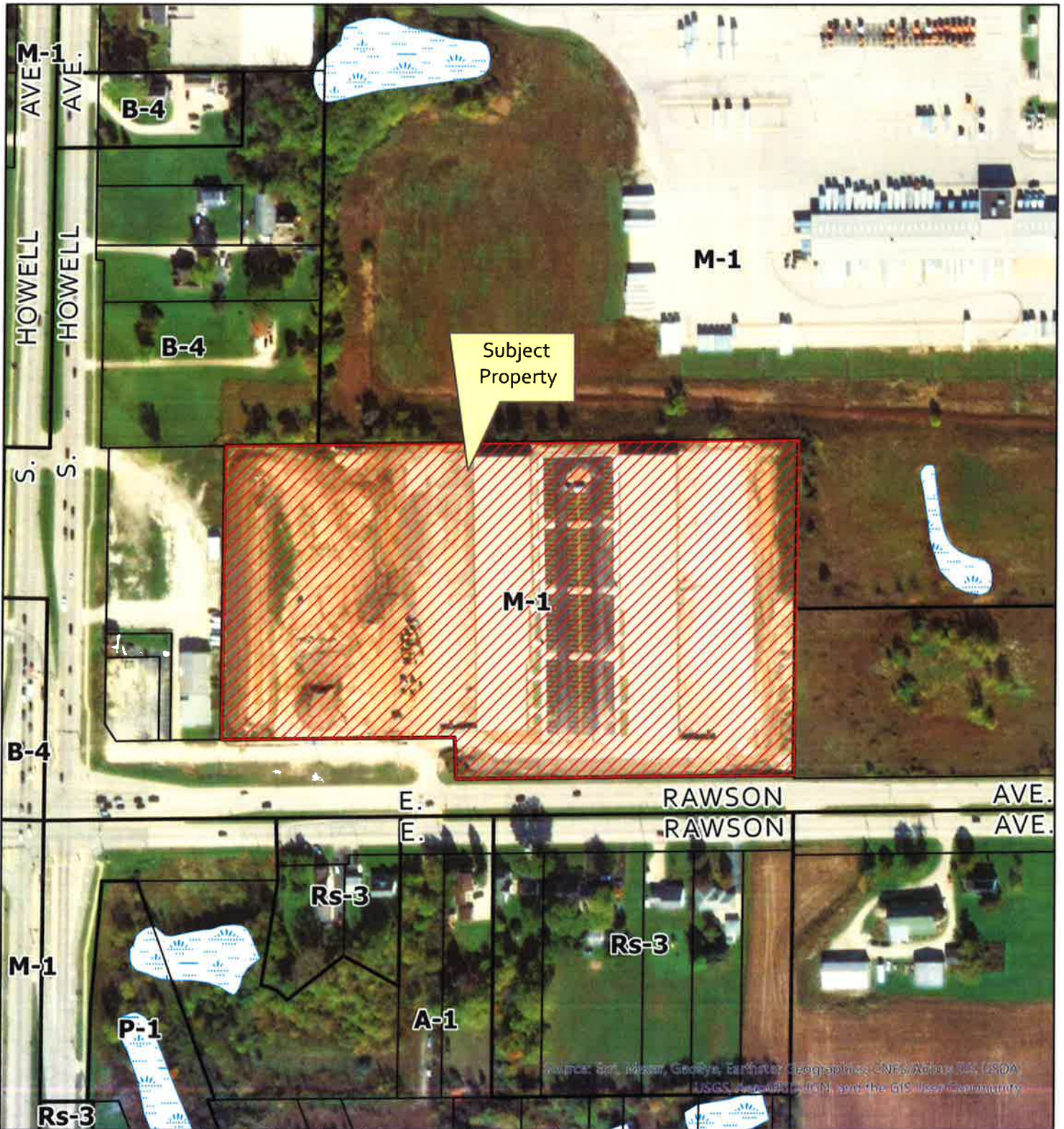
ATTEST:

City Clerk

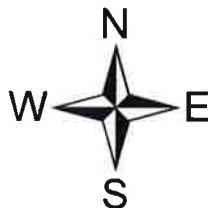
VOTE: Ayes _____ Noes _____

Location Map

140 E Rawson Ave



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



Legend	
	140 E Rawson Ave
	DNR Wetlands Inventory

TO BE PUBLISHED SEPTEMBER 9 & 16, 2020

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

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

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Linda Niemela, Medical Support Services, Inc. and Tender Touch Therapy, for a Conditional Use Permit Amendment for an outdoor commercial recreation facility on the property at 140 E. Rawson Ave.

Hearing Date:

October 6, 2020

Time:

7:00 PM

Place:

Oak Creek Civic Center (City Hall)
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers and Zoom (see above)

Applicant(s):

Linda Niemela, Medical Support Services, Inc. and Tender Touch Therapy

Property Owner(s):

EAST RAWSON AVE LLC, A MD LLC

Property Location(s):

140 E. Rawson Ave.

Tax Key(s):

733-9991-001

Legal Description:

COM 310 FT E & 140.04 FT N OF SW COR SW1/4 SEC. 4-5-22 TH N 521.32 FT E TO NE COR OF W1/2 OF S 40 ACS OF SD 1/4 SEC S TO S1/4 SEC LI W TO A PT 722.20 FT E OF SW COR SD 1/4 SEC N 140 FT TH W TO BEG., EXC. PART FOR STREET. CONT. 13.496 ACS.

The Common Council has scheduled other public hearings for October 6, 2020 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: September 2, 2020
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, AUGUST 25, 2020**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Sullivan, Commissioner Carrillo, Alderman Loreck, Alderman Guzikowski, Commissioner Oldani, Commissioner Siefert, Commissioner Chandler. Also present: Planner Kari Papelbon, Zoning Administrator Laurie Miller, Director of Community Development Director Seymour, and Assistant Fire Chief Mike Havey.

**CONDITIONAL USE PERMIT AMENDMENT
LINDA NIEMELA, MEDICAL SUPPORT SERVICES, INC. & TENDER TOUCH THERAPY
140 E. RAWSON AVENUE
TAX KEY NO. 733-9991-001**

Planner Papelbon provided an overview of the request for a Conditional Use Permit Amendment for an outdoor commercial recreation facility on the property.

Commissioner Chandler asked about the recreational activities to be conducted in this outdoor area.

Dustin Atkielski, St. John Properties, Inc, 1020 James Drive, Suite G, Harland, WI 53029, stated that the applicant wishes to provide an outdoor space for their therapy work. It will have very similar equipment as they do in their indoor environment, and have standard outdoor playground equipment with some specialty equipment that are used for sensory activities.

Commissioner Chandler asked how individuals' privacy is protected in an outside environment.

Mr. Atkielski responded that the tenant wants to keep this space open. There is a fence there to protect and define the area. They are at the end of the property, so they don't anticipate anyone other than their employees. There is no request from the tenant for screening for privacy. The intent is just to have an option to be able to take clients outside.

Commissioner Siefert asked if there will there be a gate for people to use for exiting and to evacuate.

Mr. Atkielski responded there is a gate and egress in their emergency plan.

Commissioner Oldani asked whether there are [loading] docks or overhead doors for truck deliveries.

Mr. Atkielski responded that there are deliveries set up at this building. Medical Support Services leases the last 5 bays of this building. The first available dock is roughly 150 feet away, and truck traffic coming to the back of this building is more than 90 feet away from this proposed area.

Commissioner Oldani restated that this area will be fenced-in. Mr. Atkielski responded in the affirmative.

Commission Siefert moved that the Plan Commission recommends to the Common Council approves a Conditional Use Permit Amendment to allow an outdoor recreation facility behind the

existing clinic in multitenant building C on the property at 140 E. Rawson Ave., after a public hearing. Commission Guzikowski seconds. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Hanna seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 7:45 p.m.

ATTEST:



Douglas Seymour, Plan Commission Secretary

9-8-20

Date

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

Applicant: Linda Niemela, Medical Support Services, Inc. (Tender Touch Therapy, LLC)	Approved by Plan Commission: 12-10-19
Property Address: 140 E. Rawson Ave.	Approved by Common Council: 1-7-20
Tax Key Number: 733-9991-001	(Ord. 2960, Amending Ord. # 2950)
Conditional Use: Clinic (1); Indoor Recreation Facility (1)	

1. LEGAL DESCRIPTION

COM 310 FT E & 140.04 FT N OF SW COR SW1/4 SEC. 4-5-22 TH N 521.32 FT E TO NE COR OF W1/2 OF S 40 ACS OF SD 1/4 SEC S TO S1/4 SEC LI W TO A PT 722.20 FT E OF SW COR SD 1/4 SEC N 140 FT TH W TO BEG., EXC. PART FOR STREET. CONT. 13.496 ACS.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

- A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect.
- B. A precise detailed site plan for the area affected by the Conditional Use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:
- | | |
|--|---|
| <p>1) General Development Plan</p> <ul style="list-style-type: none">a) Detailed building/structure location(s) with setbacksb) Square footage of all buildings/structuresc) Area(s) for future expansiond) Area(s) to be pavede) Access drive(s) (width and location)f) Sidewalk location(s)g) Parking layout and traffic circulation<ul style="list-style-type: none">i) Location(s) and future expansionii) Number of employees & clientsiii) Number of parking spacesiv) Dimensionsv) Setbacksh) Location(s) of loading berth(s)i) Location of sanitary sewer (existing & proposed)j) Location of water (existing & proposed)k) Location of storm sewer (existing & proposed)l) Location(s) of wetlands (field verified)m) Location(s) and details of sign(s)n) Location(s) and details of proposed fences/gates | <p>2) Landscape Plan</p> <ul style="list-style-type: none">a) Screening plan, including parking lot screening/bermingb) Number, initial size, and type of plantingsc) Percentage open/green space <p>3) Building Plan</p> <ul style="list-style-type: none">a) Architectural elevations (w/dimensions)b) Building floor plansc) Materials of construction (including colors) <p>4) Lighting Plan</p> <ul style="list-style-type: none">a) Types & color of fixturesb) Mounting heightsc) Types & color of polesd) Photometrics of proposed fixtures <p>5) Grading, Drainage and Stormwater Management Plan</p> <ul style="list-style-type: none">a) Contours (existing & proposed)b) Location(s) of storm sewer (existing and proposed)c) Location(s) of stormwater management structures and basins (if required) <p>6) Fire Protection</p> <ul style="list-style-type: none">a) Locations of existing & proposed fire hydrantsb) Interior floor plan(s)c) Materials of construction |
|--|---|
- C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building or occupancy permit.
- D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of

any building permits.

- E. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Hours of operation shall be in accordance with the following:

Clinic	
Monday through Friday	7:00 AM – 7:00 PM
Saturday	8:00 AM – 12:00 PM or by appointment
Sunday	Closed
Indoor Recreation Facility	
Monday through Friday	9:00 AM – 9:00 PM
Saturday	9:00 AM – 5:00 PM
Sunday	12:00 PM – 5:00 PM

The above hours of operation for the clinic are restricted to patient appointments and not to staff onsite at any given time.

- B. There shall be no outdoor activities, outdoor storage, or outdoor display of merchandise for sale in association with these Conditional Uses.
- C. Solid waste collection and recycling shall be the responsibility of the owner.
- D. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), and the Site Plans approved by the Plan Commission February 28, 2017.

5. LIGHTING

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

6. SETBACKS

	Front and Street Setback	Rear (North) Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure*	40 ft	See Sec. 17.0501	See Sec. 17.0501
Parking	30 ft	5 ft	5 ft

**No accessory structures shall be permitted in the front yard or in required buffer yards.*

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if an occupancy permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. OTHER REGULATIONS

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

9. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 9 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other city ordinances.

10. REVOCAION

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

11. ACKNOWLEDGEMENT

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



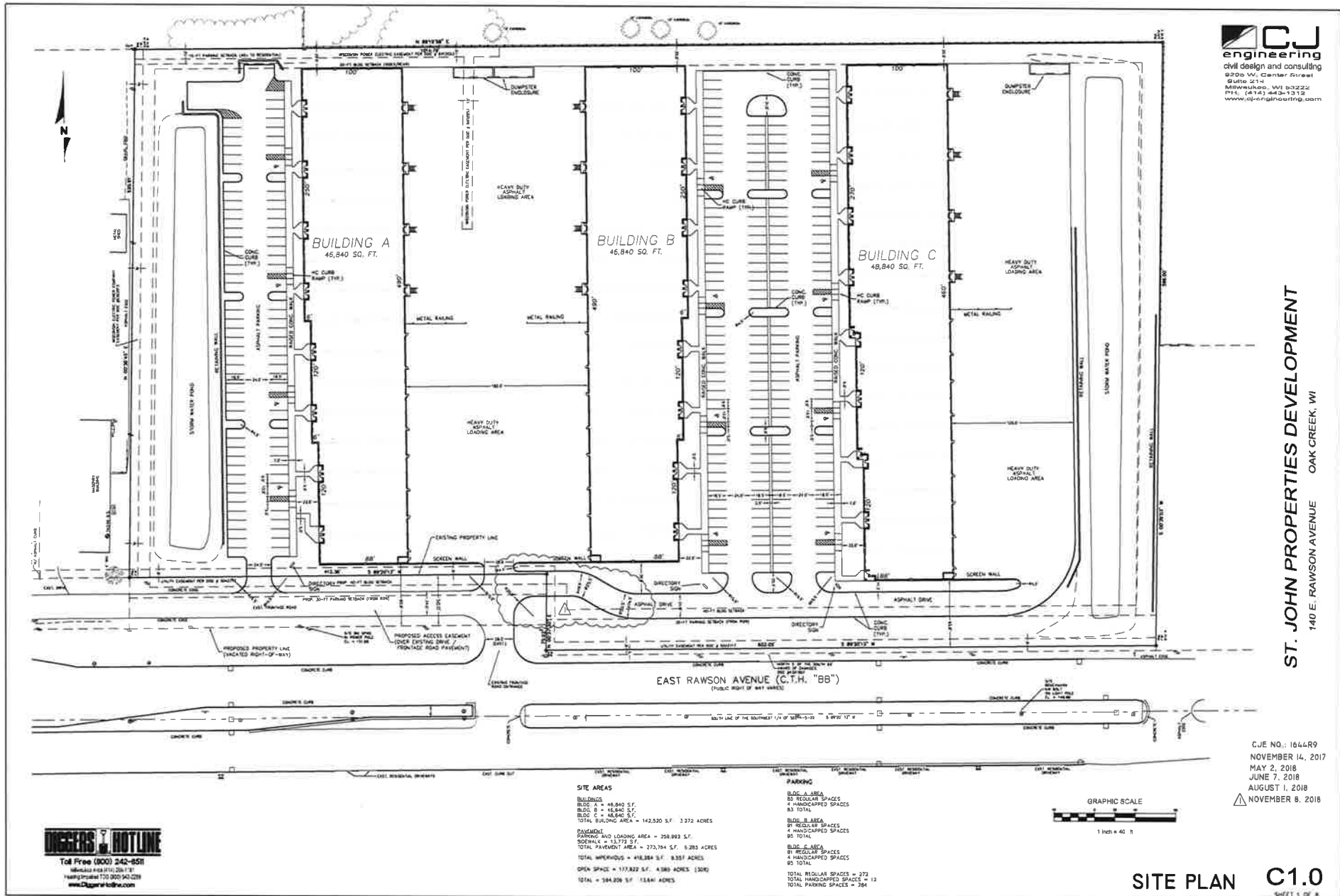
Owner / Authorized Representative Signature

1-14-2020

Date

Linda K Niemela

(please print name)

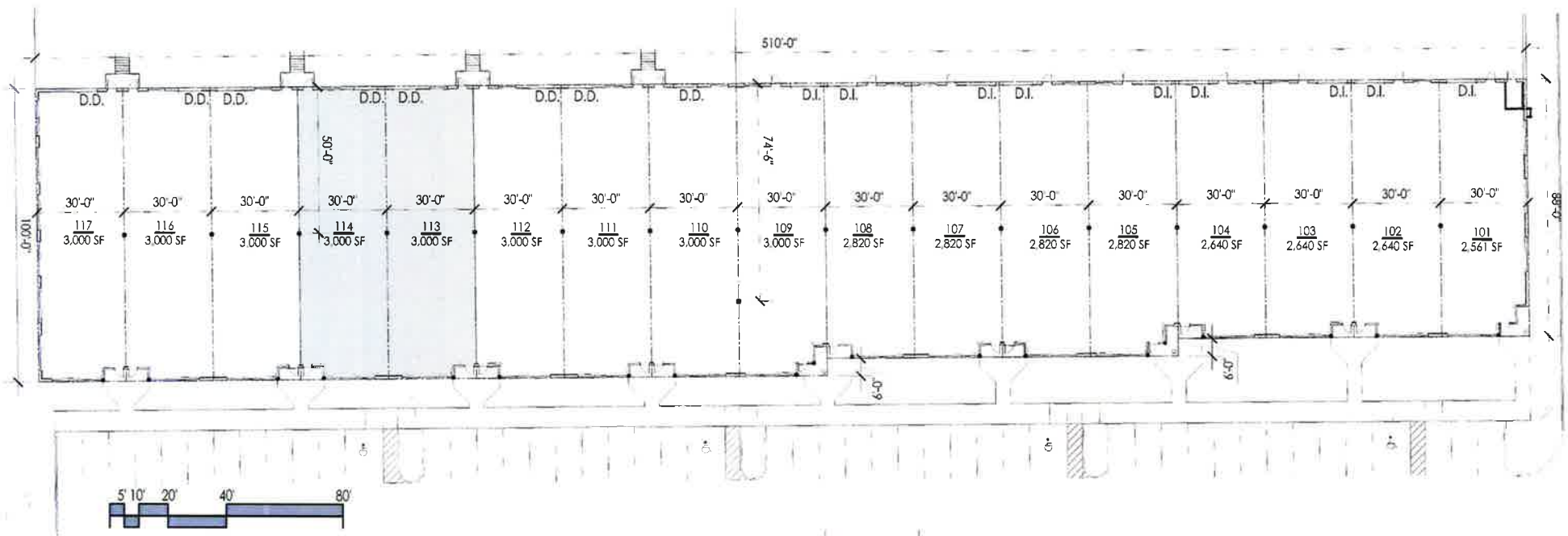


ST. JOHN PROPERTIES DEVELOPMENT
 140 E. RAWSON AVENUE OAK CREEK, WI

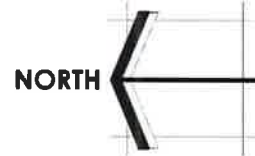
SITE AREAS		PARKING	
BUILDINGS	BUILDING A AREA	82 REGULAR SPACES	
BLDG. A = 46,840 S.F.	BLDG. A = 46,840 S.F.	4 HANDICAPPED SPACES	
BLDG. B = 46,840 S.F.	BLDG. B = 46,840 S.F.	83 TOTAL	
TOTAL BUILDING AREA = 142,520 S.F. 3.272 ACRES	TOTAL BUILDING AREA = 142,520 S.F. 3.272 ACRES	BLDG. B AREA	
PAVEMENT	PARKING AND LOADING AREA = 258,993 S.F.	81 REGULAR SPACES	
SOFTWALKS = 13,772 S.F.	SOFTWALKS = 13,772 S.F.	4 HANDICAPPED SPACES	
TOTAL PAVEMENT AREA = 272,765 S.F. 6.283 ACRES	TOTAL PAVEMENT AREA = 272,765 S.F. 6.283 ACRES	85 TOTAL	
TOTAL IMPERVIOUS = 418,284 S.F. 9.531 ACRES	TOTAL IMPERVIOUS = 418,284 S.F. 9.531 ACRES	BLDG. C AREA	
OPEN SPACE = 177,823 S.F. 4.088 ACRES 1.300	OPEN SPACE = 177,823 S.F. 4.088 ACRES 1.300	81 REGULAR SPACES	
TOTAL = 584,206 S.F. 13.441 ACRES	TOTAL = 584,206 S.F. 13.441 ACRES	4 HANDICAPPED SPACES	
		85 TOTAL	
		TOTAL REGULAR SPACES = 272	
		4 HANDICAPPED SPACES = 13	
		TOTAL PARKING SPACES = 284	



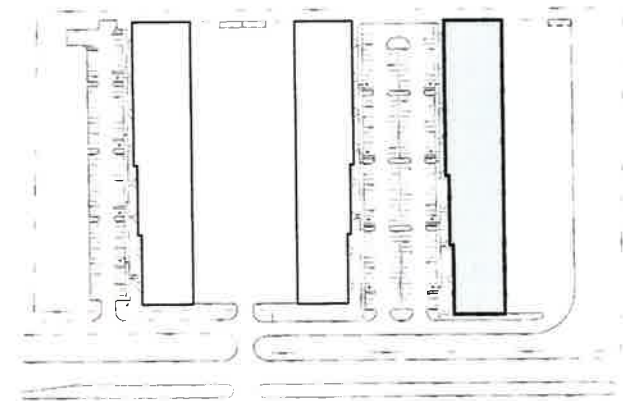
CJE NO.: 1644R9
 NOVEMBER 14, 2017
 MAY 2, 2018
 JUNE 7, 2018
 AUGUST 1, 2018
 NOVEMBER 8, 2018



LEASING PLAN - BUILDING 100



D.D. = DOCK DOOR
D.I. = DRIVE IN



haag müller, inc.

Architecture • Engineering • Interiors

101 East Grand Avenue, Suite 1
Port Washington, Wisconsin 53074
262.268.1200 www.haagmuller.com

ST. JOHN PROPERTIES
140 EAST RAWSON AVENUE
OAK CREEK, WI

Project # 1612147
OCTOBER 8, 2019

SHEET:
L-100



Detailed Plan of Operation

Medical Support Service, Inc. and Tender Touch Therapy, LLC

Hours of Operation/Hours of Operation/Number of Clients

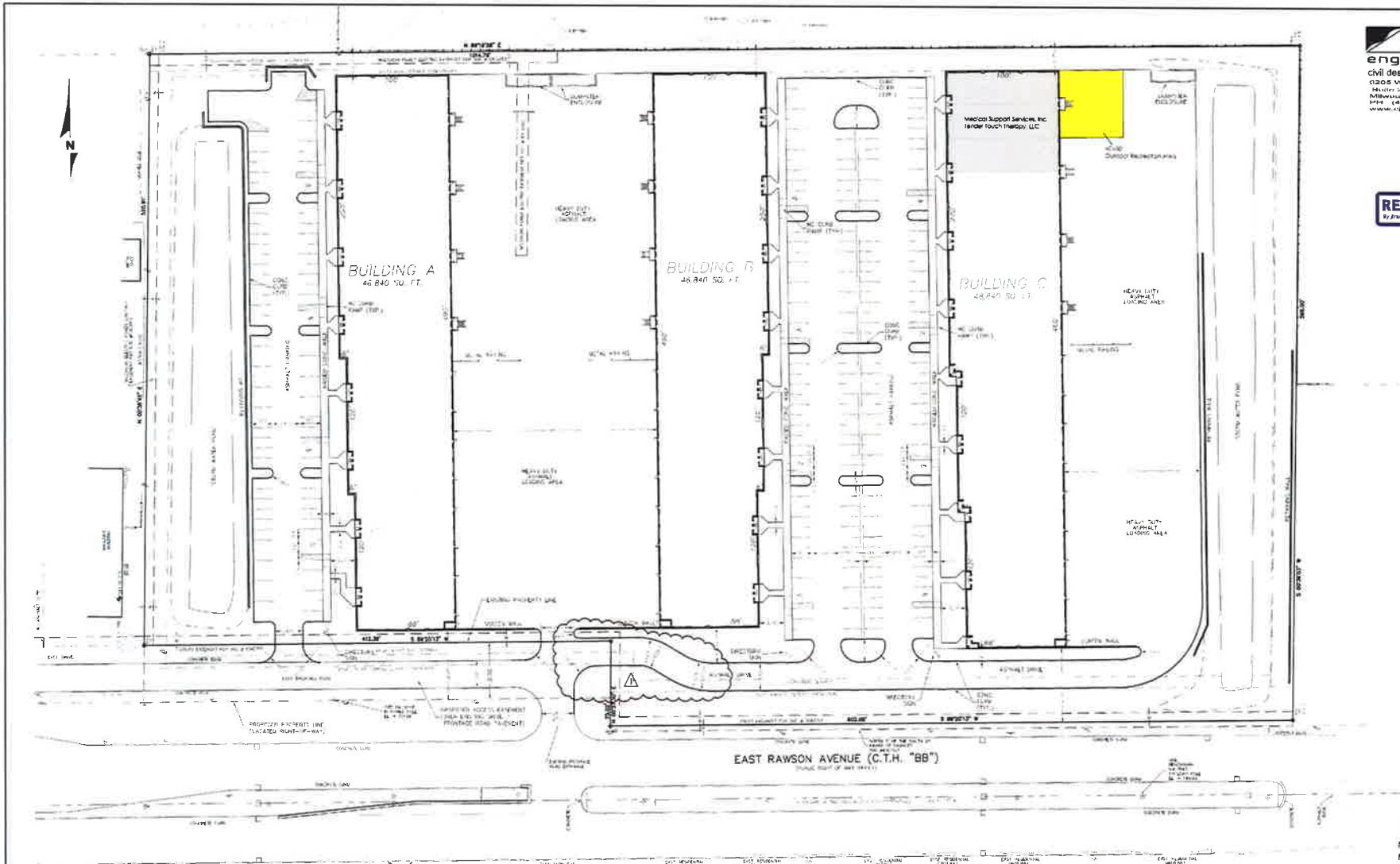
Consistent with Ordinance#2950

Description of Use

Medical Support Services, Inc. and Tender Touch Therapy would like to incorporate an 60' by 50' outdoor commercial recreation area to the services currently offered at the location at 140 East Rawson Ave. The area would be a fenced or secured portion of the rear parking lot to provide space for outdoor activities and equipment for clients and staff to utilize. The equipment would consist of traditional outdoor playground equipment, specialty equipment, and open areas for general outdoor activities and client services. The area would allow clients the opportunity for treatment or services outside of the current indoor gym and treatment rooms. The location of the area has been placed to be out of the way of normal business and pedestrian traffic and is the direct rear frontage of the existing occupied space. Please see the included Site Plan for more details on the area and location within the property.

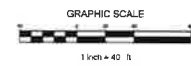
RECEIVED
 By Mark at 10:42 am 7/23/18

ST. JOHN PROPERTIES DEVELOPMENT
 140 E. RAWSON AVENUE OAK CREEK, WI



SITE AREAS
SUBTOTAL
 BLDG. A = 46,840 SF
 BLDG. B = 46,840 SF
 BLDG. C = 48,240 SF
 TOTAL BUILDING AREA = 142,920 SF 3.272 ACRES
PAVEMENT
 PARKING AND LOADING AREA = 239,932 SF
 SIDEWALKS = 13,772 SF
 TOTAL PAVEMENT AREA = 253,704 SF 6.255 ACRES
TOTAL IMPROVEMENTS = 406,624 SF 9.527 ACRES
OPEN SPACE = 173,923 SF 4.083 ACRES (LAKS)
TOTAL = 580,547 SF 13.341 ACRES

PARKING
BLDG. A AREA
 55 REGULAR SPACES
 4 HANDICAPPED SPACES
 63 TOTAL
BLDG. B AREA
 57 REGULAR SPACES
 4 HANDICAPPED SPACES
 61 TOTAL
BLDG. C AREA
 61 REGULAR SPACES
 4 HANDICAPPED SPACES
 65 TOTAL
TOTAL REGULAR SPACES = 273
TOTAL HANDICAPPED SPACES = 12
TOTAL PARKING SPACES = 285



CJE NO. 16469
 NOVEMBER 14, 2017
 MAY 2, 2018
 JUNE 7, 2018
 AUGUST 1, 2018
 NOVEMBER 8, 2018

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

Applicant: Linda Niemela, Medical Support Services, Inc.
(Tender Touch Therapy, LLC)

Approved by Plan Commission: 8-25-20

Property Address: 140 E. Rawson Ave.

Approved by Common Council: TBD
(Ord. 2983, Amend. Ord. 2960, 2950)

Tax Key Number: 733-9991-001

Conditional Use: Clinic; Indoor Recreation Facility;
Outdoor Recreation Area

1. LEGAL DESCRIPTION

COM 310 FT E & 140.04 FT N OF SW COR SW1/4 SEC. 4-5-22 TH N 521.32 FT E TO NE COR OF W1/2 OF S 40 ACS OF SD 1/4 SEC S TO S1/4 SEC LI W TO A PT 722.20 FT E OF SW COR SD 1/4 SEC N 140 FT TH W TO BEG., EXC. PART FOR STREET. CONT. 13.496 ACS.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

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

1) **General Development Plan**

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

2) **Landscape Plan**

- a) Screening plan, including parking lot screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

3) **Building Plan**

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

4) **Lighting Plan**

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

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

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

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction

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

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

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

- E. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Hours of operation shall be in accordance with the following:

Clinic/Outdoor Recreation Area	
Monday through Friday	7:00 AM – 7:00 PM
Saturday	8:00 AM – 12:00 PM or by appointment
Sunday	Closed
Indoor Recreation Facility	
Monday through Friday	9:00 AM – 9:00 PM
Saturday	9:00 AM – 5:00 PM
Sunday	12:00 PM – 5:00 PM

The above hours of operation for the clinic and outdoor recreation area are restricted to patient appointments and not to staff onsite at any given time.

- B. The outdoor recreation area location, enclosure materials, and screening shall be approved by the Plan Commission as part of Site Plan Review.
- C. There shall be no outdoor storage or outdoor display of merchandise for sale in association with these Conditional Uses.
- D. Solid waste collection and recycling shall be the responsibility of the owner.
- E. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), and the Site Plans approved by the Plan Commission February 28, 2017.

5. LIGHTING

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

6. SETBACKS

	Front and Street Setback	Rear (North) Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure*	40 ft	See Sec. 17.0501	See Sec. 17.0501
Parking	30 ft	5 ft	5 ft

**No accessory structures shall be permitted in the front yard or in required buffer yards.*

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if a building permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. OTHER REGULATIONS

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

9. VIOLATIONS & PENALTIES

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

10. REVOCACTION

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

11. ACKNOWLEDGEMENT

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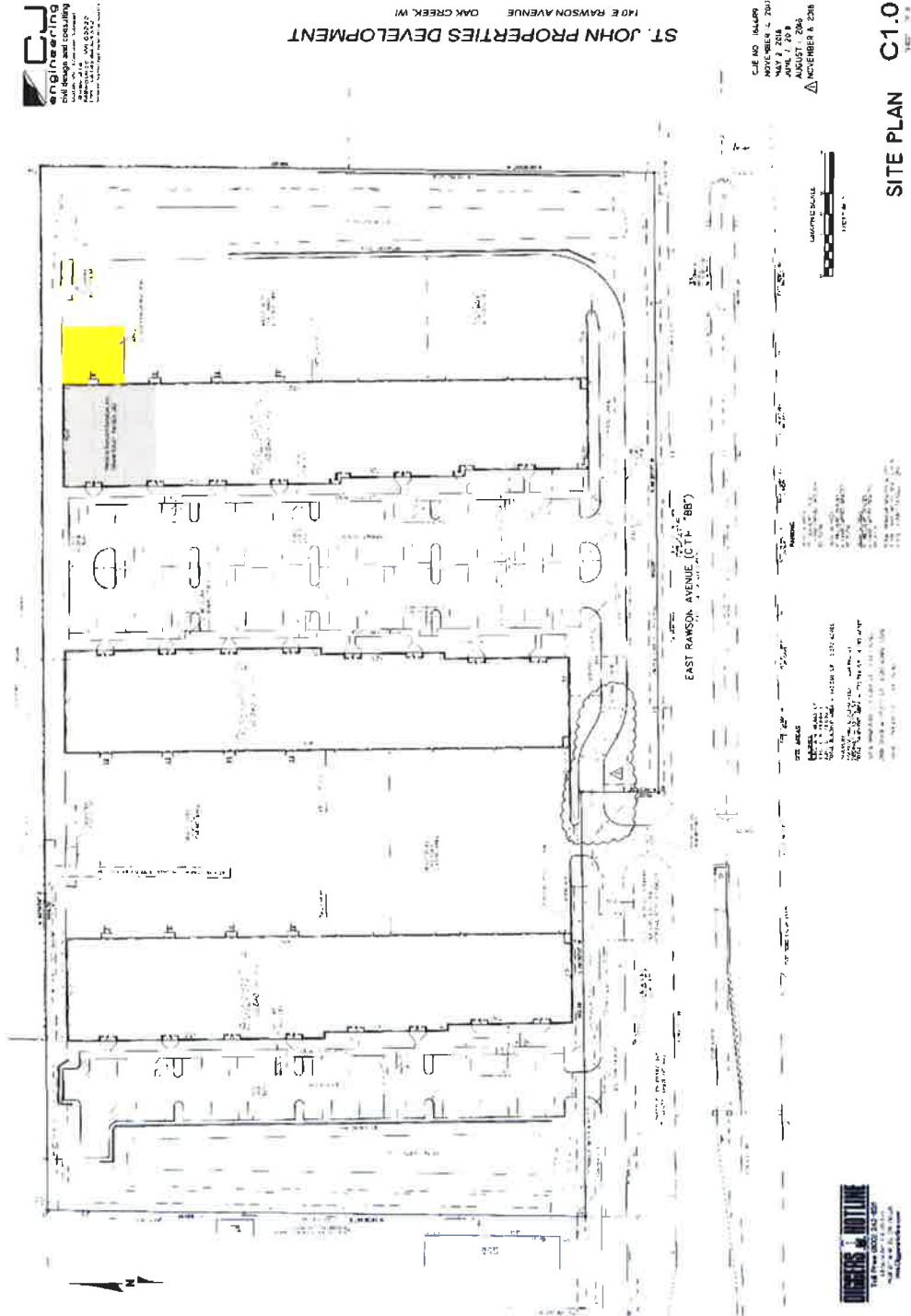
Owner / Authorized Representative Signature

Date

(please print name)

**EXHIBIT A: CONCEPT SITE PLAN FOR TENDER TOUCH THERAPY
OUTDOOR RECREATION AREA**

(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)



OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

IMPORTANT NOTICE

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

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

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Linda Niemela, Medical Support Services, Inc. and Tender Touch Therapy, for a Conditional Use Permit Amendment for an outdoor commercial recreation facility on the property at 140 E. Rawson Ave.

Hearing Date:

October 6, 2020

Time:

7:00 PM

Place:

Oak Creek Civic Center (City Hall)
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers and Zoom (see above)

Applicant(s):

Linda Niemela, Medical Support Services, Inc. and Tender Touch Therapy

Property Owner(s):

EAST RAWSON AVE LLC, A MD LLC

Property Location(s):

140 E. Rawson Ave.

Tax Key(s):

733-9991-001

Legal Description:

COM 310 FT E & 140.04 FT N OF SW COR SW1/4 SEC. 4-5-22 TH N 521.32 FT E TO NE COR OF W1/2 OF S 40 ACS OF SD 1/4 SEC S TO S1/4 SEC LI W TO A PT 722.20 FT E OF SW COR SD 1/4 SEC N 140 FT TH W TO BEG., EXC. PART FOR STREET. CONT. 13.496 ACS.

The Common Council has scheduled other public hearings for October 6, 2020 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: September 2, 2020
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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

COMMON COUNCIL REPORT

- Item:** Conditional Use Permit Amendment - Outdoor Recreation Area - Medical Support Services, Inc. & Tender Touch Therapy, LLC
- Recommendation:** That the Council adopts Ordinance 2983, an ordinance to approve a Conditional Use Permit Amendment for a clinic and outdoor recreation area on the property at 140 E. Rawson Ave.
- Fiscal Impact:** No direct fiscal impact is anticipated with this request. The tenant space is currently occupied by the Applicant. This property is not currently part of a TID.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicant is requesting for a proposed amendment to the existing Conditional Use Permit for the property at 140 E. Rawson Ave. Council will recall that a Conditional Use Permit was approved in November of 2019 for a physical, occupational, and speech language therapy clinic within the north portion of Building C. An amendment was approved in January of 2020 for an indoor recreation facility (gym) in two (2) adjacent suites. Section 3(B) of the approved Conditions and Restrictions for that indoor recreation facility states: “There shall be no outdoor activities, outdoor storage, or outdoor display of merchandise for sale in association with these Conditional Uses.” The Applicant wishes to provide a 60’ x 50’ outdoor recreation area for patients on the rear (east) portion of the clinic. The outdoor area would not extend to the rear of the indoor recreation facility.

Council should be aware that this request is for the proposed use, and that Site Plan Review by the Plan Commission for the size, location, enclosure details, etc. would be required at a later date should the Amendment be approved. However, preliminary details were provided that indicate the area would be proposed with a 4-foot-tall chain link fence directly off the building and installed on the existing asphalt. No additional employees or clients are anticipated with the proposed use, and the hours of operation would be consistent with the hours for the clinic (see effective Conditions and Restrictions). Unlike the indoor recreation facility, the outdoor area will not be available to rent for special events.

The Plan Commission reviewed this request during their August 25, 2020 meeting, and recommended approval subject to the attached Conditions and Restrictions.

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



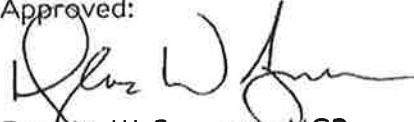
Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ord. 2983

Location Map

Hearing Notice

Plan Commission meeting minutes

Ord. 2960 (3 pages)

Approved Site Plan & Leasing Plan – clinic & indoor gym (2 pages)

Plan of Operation (1 page)

Proposed Site Plan (1 page)

Proposed Conditions & Restrictions

ORDINANCE NO. 2983

By: _____

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS IN ORDINANCE NO. 2960 FOR A PHYSICAL AND OCCUPATIONAL THERAPY CLINIC, A BEHAVIORAL TREATMENT SERVICES CLINIC, INDOOR RECREATION FACILITY, AND OUTDOOR RECREATION FACILITY ON THE PROPERTY AT 140 E. RAWSON AVE.

(1st Aldermanic District)

The Common Council of the City of Oak Creek does ordain as follows:

WHEREAS, Ordinance No. 2950 (The "Ordinance"), which approved a Conditional Use Permit for a physical and occupational therapy clinic within the multitenant building on the property at 140 E. Rawson Ave., was approved on November 5, 2019; and

WHEREAS, Ordinance No. 2960, which approved an amendment to the Conditional Use Permit in Ordinance 2950 for an indoor recreation facility on the property at 140 E. Rawson Ave., was approved on January 7, 2020; and

WHEREAS, the Ordinances affected the following legally described property;

COM 310 FT E & 140.04 FT N OF SW COR SW1/4 SEC. 4-5-22 TH N 521.32 FT E TO NE COR OF W1/2 OF S 40 ACS OF SD 1/4 SEC S TO S1/4 SEC LI W TO A PT 722.20 FT E OF SW COR SD 1/4 SEC N 140 FT TH W TO BEG., EXC. PART FOR STREET. CONT. 13.496 ACS.

WHEREAS, the Applicant, LINDA NIEMELA, MEDICAL SUPPORT SERVICES, INC. & TENDER TOUCH THERAPY, LLC, with support of the landowner, is requesting that the Ordinance be amended to allow an outdoor recreation facility as part of the clinic within a portion of Building C; and

WHEREAS, a public hearing was held on this matter on October 6, 2020 to hear comments from all who were interested.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, Section 3 of the Conditions and Restrictions approved by the Ordinance affecting the Property is amended as follows:

A. Hours of operation shall be in accordance with the following:

Clinic/Outdoor Recreation Area	
Monday through Friday	7:00 AM – 7:00 PM
Saturday	8:00 AM – 12:00 PM or by appointment
Sunday	Closed
Indoor Recreation Facility	

Monday through Friday	9:00 AM – 9:00 PM
Saturday	9:00 AM – 5:00 PM
Sunday	12:00 PM – 5:00 PM

The above hours of operation for the clinic and outdoor recreation area are restricted to patient appointments and not to staff onsite at any given time.

- B. The outdoor recreation area location, enclosure materials, and screening shall be approved by the Plan Commission as part of Site Plan Review.
- C. There shall be no outdoor storage or outdoor display of merchandise for sale in association with these Conditional Uses.
- D. (NO CHANGE TO ORIGINAL)
- E. (NO CHANGE TO ORIGINAL)

SECTION 2: Except as herein modified the conditions and restrictions approved by the Ordinance shall remain in full force and effect.

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

SECTION 4: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

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

Passed and adopted this 6th day of October, 2020.

President, Common Council

Approved this 6th day of October, 2020.

Mayor

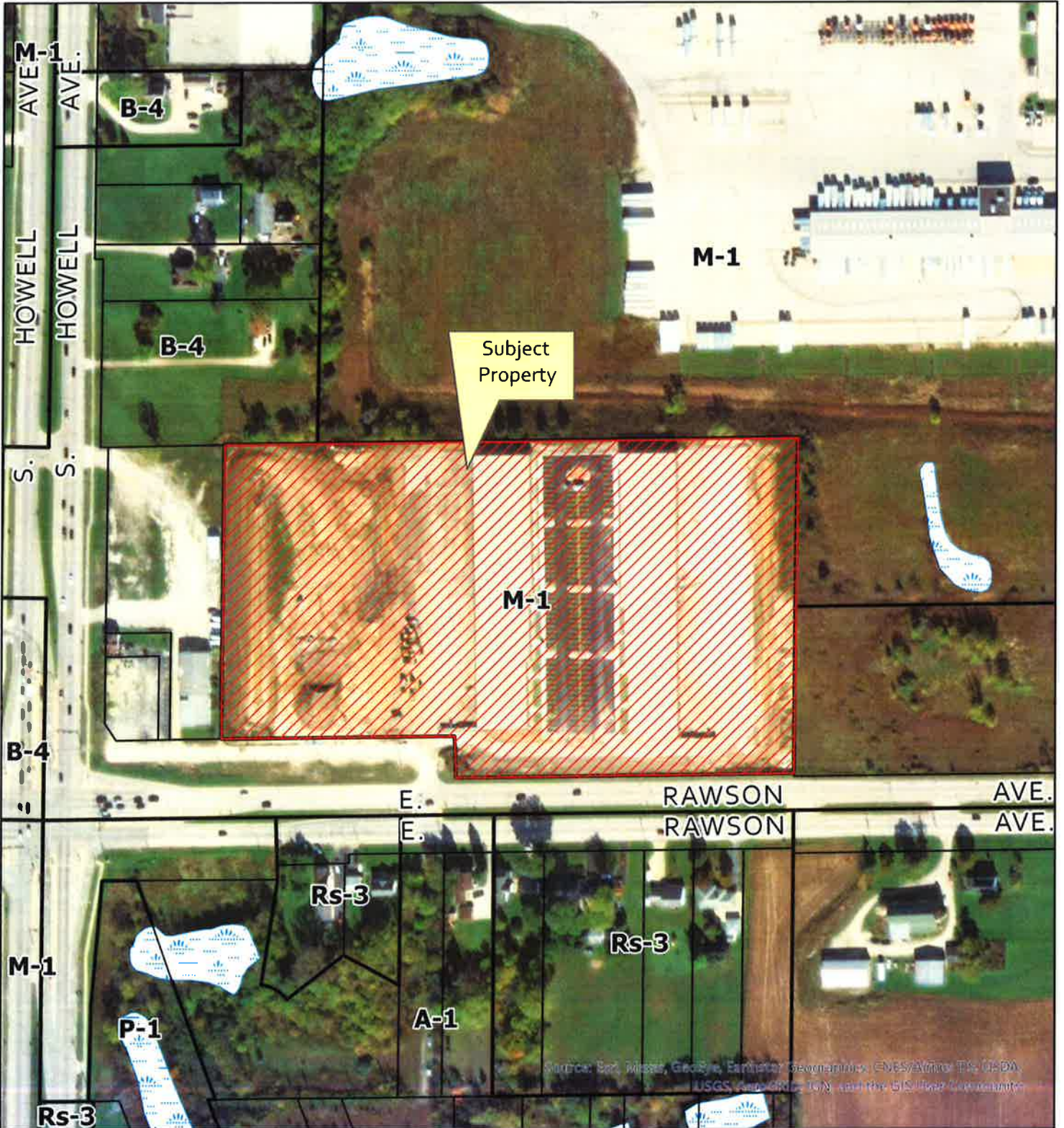
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

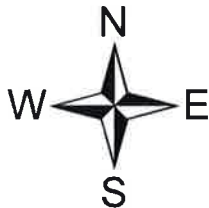
Location Map

140 E Rawson Ave



Subject Property

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



Legend

- 140 E Rawson Ave
- DNR Wetlands Inventory

TO BE PUBLISHED SEPTEMBER 9 & 16, 2020

OFFICIAL NOTICE

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BEFORE THE OAK CREEK COMMON COUNCIL

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7:00 PM

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Applicant(s):

Linda Niemela, Medical Support Services, Inc. and Tender Touch Therapy

Property Owner(s):

EAST RAWSON AVE LLC, A MD LLC

Property Location(s):

140 E. Rawson Ave.

Tax Key(s):

733-9991-001

Legal Description:

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By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, AUGUST 25, 2020**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Sullivan, Commissioner Carrillo, Alderman Loreck, Alderman Guzikowski, Commissioner Oldani, Commissioner Siefert, Commissioner Chandler. Also present: Planner Kari Papelbon, Zoning Administrator Laurie Miller, Director of Community Development Director Seymour, and Assistant Fire Chief Mike Havey.

**CONDITIONAL USE PERMIT AMENDMENT
LINDA NIEMELA, MEDICAL SUPPORT SERVICES, INC. & TENDER TOUCH THERAPY
140 E. RAWSON AVENUE
TAX KEY NO. 733-9991-001**

Planner Papelbon provided an overview of the request for a Conditional Use Permit Amendment for an outdoor commercial recreation facility on the property.

Commissioner Chandler asked about the recreational activities to be conducted in this outdoor area.

Dustin Atkielski, St. John Properties, Inc, 1020 James Drive, Suite G, Harland, WI 53029, stated that the applicant wishes to provide an outdoor space for their therapy work. It will have very similar equipment as they do in their indoor environment, and have standard outdoor playground equipment with some specialty equipment that are used for sensory activities.

Commissioner Chandler asked how individuals' privacy is protected in an outside environment.

Mr. Atkielski responded that the tenant wants to keep this space open. There is a fence there to protect and define the area. They are at the end of the property, so they don't anticipate anyone other than their employees. There is no request from the tenant for screening for privacy. The intent is just to have an option to be able to take clients outside.

Commissioner Siefert asked if there will there be a gate for people to use for exiting and to evacuate.

Mr. Atkielski responded there is a gate and egress in their emergency plan.

Commissioner Oldani asked whether there are [loading] docks or overhead doors for truck deliveries.

Mr. Atkielski responded that there are deliveries set up at this building. Medical Support Services leases the last 5 bays of this building. The first available dock is roughly 150 feet away, and truck traffic coming to the back of this building is more than 90 feet away from this proposed area.

Commissioner Oldani restated that this area will be fenced-in. Mr. Atkielski responded in the affirmative.

Commission Siefert moved that the Plan Commission recommends to the Common Council approves a Conditional Use Permit Amendment to allow an outdoor recreation facility behind the

existing clinic in multitenant building C on the property at 140 E. Rawson Ave., after a public hearing. Commission Guzikowski seconds. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Hanna seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 7:45 p.m.

ATTEST:



Douglas Seymour, Plan Commission Secretary

9-8-20

Date

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

Applicant: Linda Niemela, Medical Support Services, Inc.
(Tender Touch Therapy, LLC)

Approved by Plan Commission: 12-10-19

Property Address: 140 E. Rawson Ave.

Approved by Common Council: 1-7-20

Tax Key Number: 733-9991-001

(Ord. 2960, Amending Ord. # 2950)

Conditional Use: Clinic (1); **Indoor Recreation Facility (1)**

1. LEGAL DESCRIPTION

COM 310 FT E & 140.04 FT N OF SW COR SW1/4 SEC. 4-5-22 TH N 521.32 FT E TO NE COR OF W1/2 OF S 40 ACS OF SD 1/4 SEC S TO S1/4 SEC LI W TO A PT 722.20 FT E OF SW COR SD 1/4 SEC N 140 FT TH W TO BEG., EXC. PART FOR STREET. CONT. 13.496 ACS.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

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

1) **General Development Plan**

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

2) **Landscape Plan**

- a) Screening plan, including parking lot screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

3) **Building Plan**

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

4) **Lighting Plan**

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

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

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

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction

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

D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of

any building permits.

- E. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Hours of operation shall be in accordance with the following:

Clinic	
Monday through Friday	7:00 AM – 7:00 PM
Saturday	8:00 AM – 12:00 PM or by appointment
Sunday	Closed
Indoor Recreation Facility	
Monday through Friday	9:00 AM – 9:00 PM
Saturday	9:00 AM – 5:00 PM
Sunday	12:00 PM – 5:00 PM

The above hours of operation for the clinic are restricted to patient appointments and not to staff onsite at any given time.

- B. There shall be no outdoor activities, outdoor storage, or outdoor display of merchandise for sale in association with these Conditional Uses.
- C. Solid waste collection and recycling shall be the responsibility of the owner.
- D. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), and the Site Plans approved by the Plan Commission February 28, 2017.

5. LIGHTING

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

6. SETBACKS

	Front and Street Setback	Rear (North) Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure*	40 ft	See Sec. 17.0501	See Sec. 17.0501
Parking	30 ft	5 ft	5 ft

**No accessory structures shall be permitted in the front yard or in required buffer yards.*

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if an occupancy permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. OTHER REGULATIONS

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

9. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 9 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other city ordinances.

10. REVOCACTION

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

11. ACKNOWLEDGEMENT

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



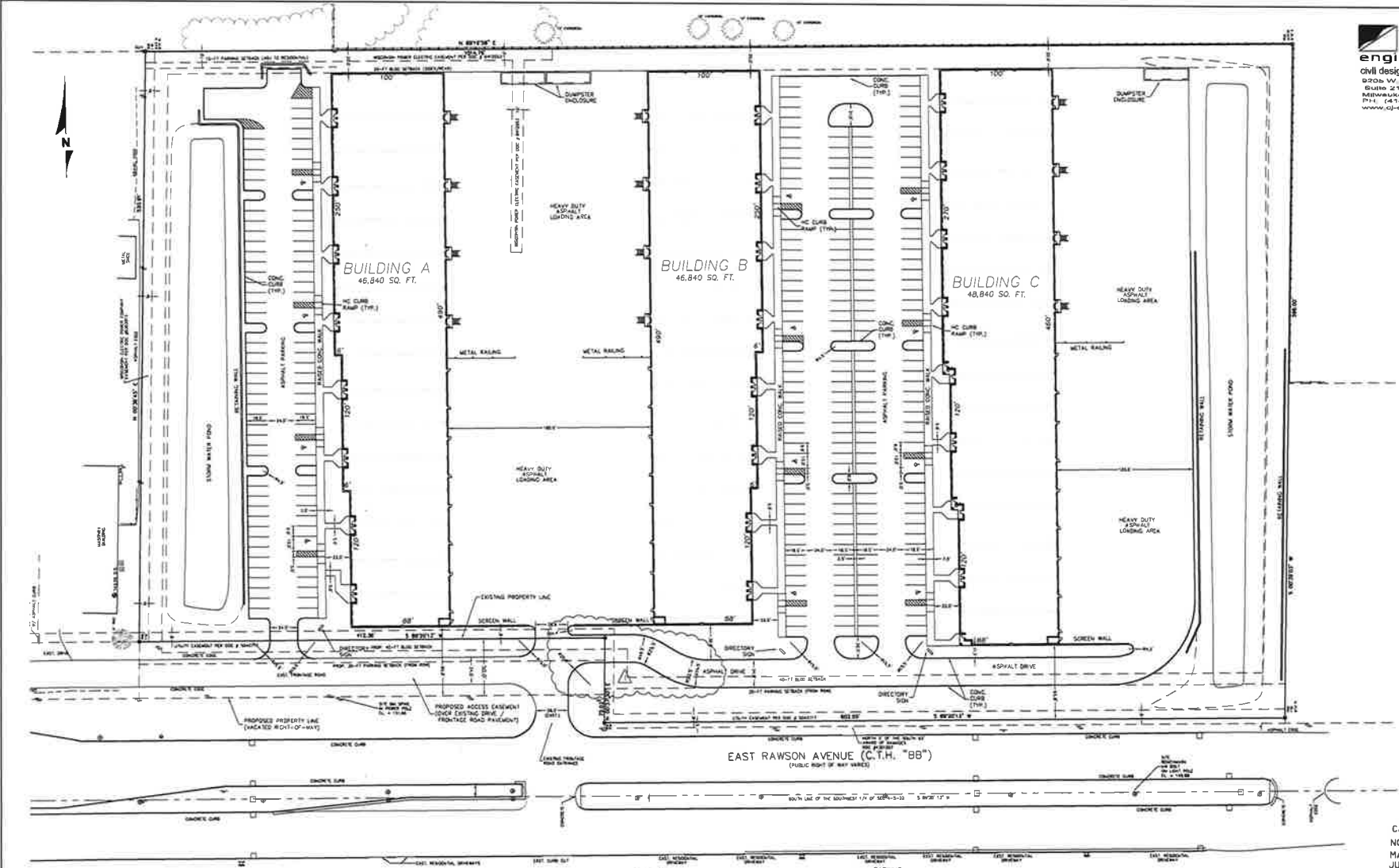
Owner / Authorized Representative Signature

1-14-2020
Date

Linda K Niemela

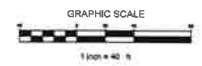
(please print name)

ST. JOHN PROPERTIES DEVELOPMENT
 140 E. RAWSON AVENUE OAK CREEK, WI



EAST RAWSON AVENUE (C.T.H. "BB")
 (Public Right of Way)

SITE AREAS		PARKING	
BUILDINGS		BLDG. A AREA	
BLDG. A = 46,840 S.F.		82 REGULAR SPACES	
BLDG. B = 46,840 S.F.		4 HANDICAPPED SPACES	
BLDG. C = 48,840 S.F.		83 TOTAL	
TOTAL BUILDING AREA = 142,520 S.F. 3.272 ACRES		BLDG. B AREA	
PAVING		91 REGULAR SPACES	
STORAGE AND LOADING AREA = 298,899 S.F.		4 HANDICAPPED SPACES	
ROADWAY = 13,770 S.F.		95 TOTAL	
TOTAL PAVEMENT AREA = 312,669 S.F. 6.283 ACRES		BLDG. C AREA	
TOTAL IMPRVED = 416,284 S.F. 9.537 ACRES		91 REGULAR SPACES	
OPEN SPACE = 177,822 S.F. 4.065 ACRES (3.00)		4 HANDICAPPED SPACES	
TOTAL = 594,206 S.F. 13.641 ACRES		95 TOTAL	
		TOTAL REGULAR SPACES = 272	
		TOTAL HANDICAPPED SPACES = 13	
		TOTAL PARKING SPACES = 284	

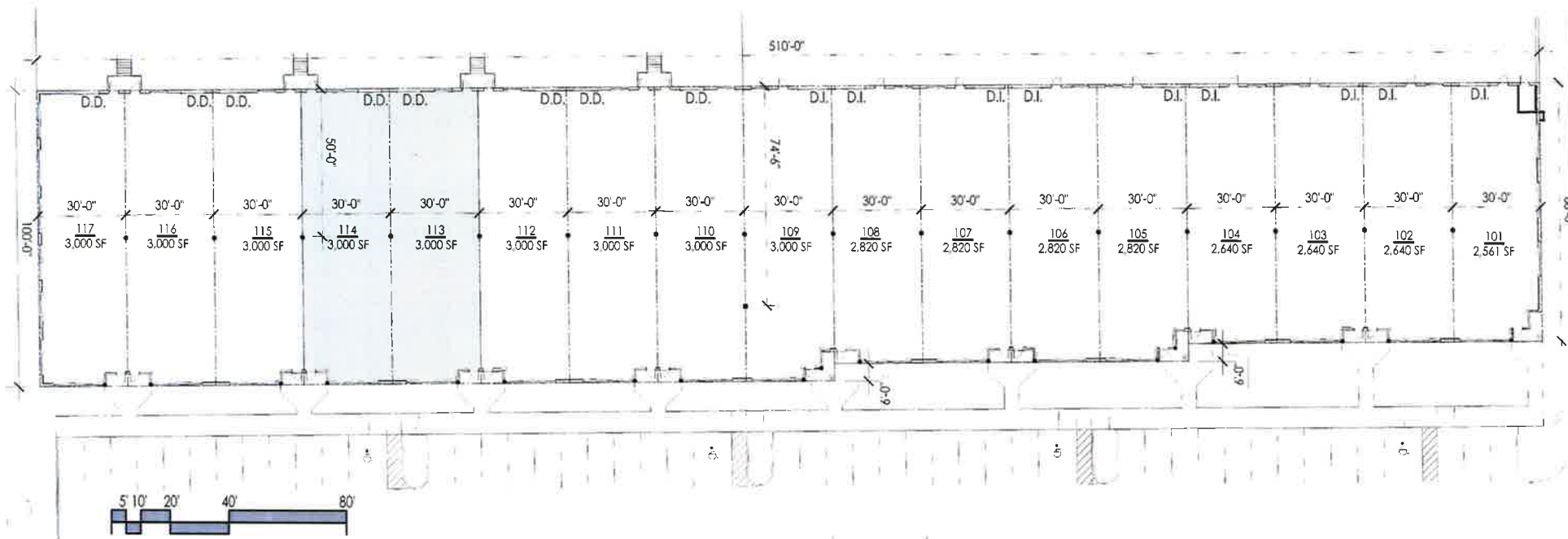


CJE NO.: 1644R9
 NOVEMBER 14, 2017
 MAY 2, 2018
 JUNE 7, 2018
 AUGUST 1, 2018
 NOVEMBER 8, 2018



Toll Free (800) 242-5511
 Milwaukee Area (715) 256-1171
 Hoeking Road (715) 256-1171
 Hoeking Road (715) 256-1171
 www.DuggansHotline.com

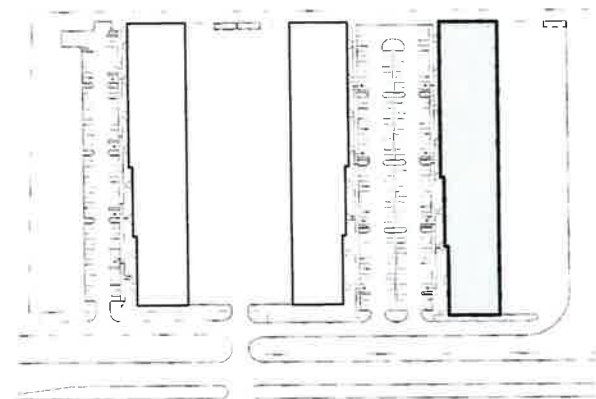
SITE PLAN C1.0
 SHEET 1 OF 2



LEASING PLAN - BUILDING 100



D.D. = DOCK DOOR
D.I. = DRIVE IN



haag müller, inc.
Architecture • Engineering • Interiors

101 East Grand Avenue, Suite 1
Port Washington, Wisconsin 53074
262.268.1200 www.haagmuller.com

ST. JOHN PROPERTIES
140 EAST RAWSON AVENUE
OAK CREEK, WI

Project # 1612147
OCTOBER 8, 2019

SHEET:
L-100



Detailed Plan of Operation

Medical Support Service, Inc. and Tender Touch Therapy, LLC

Hours of Operation/Hours of Operation/Number of Clients

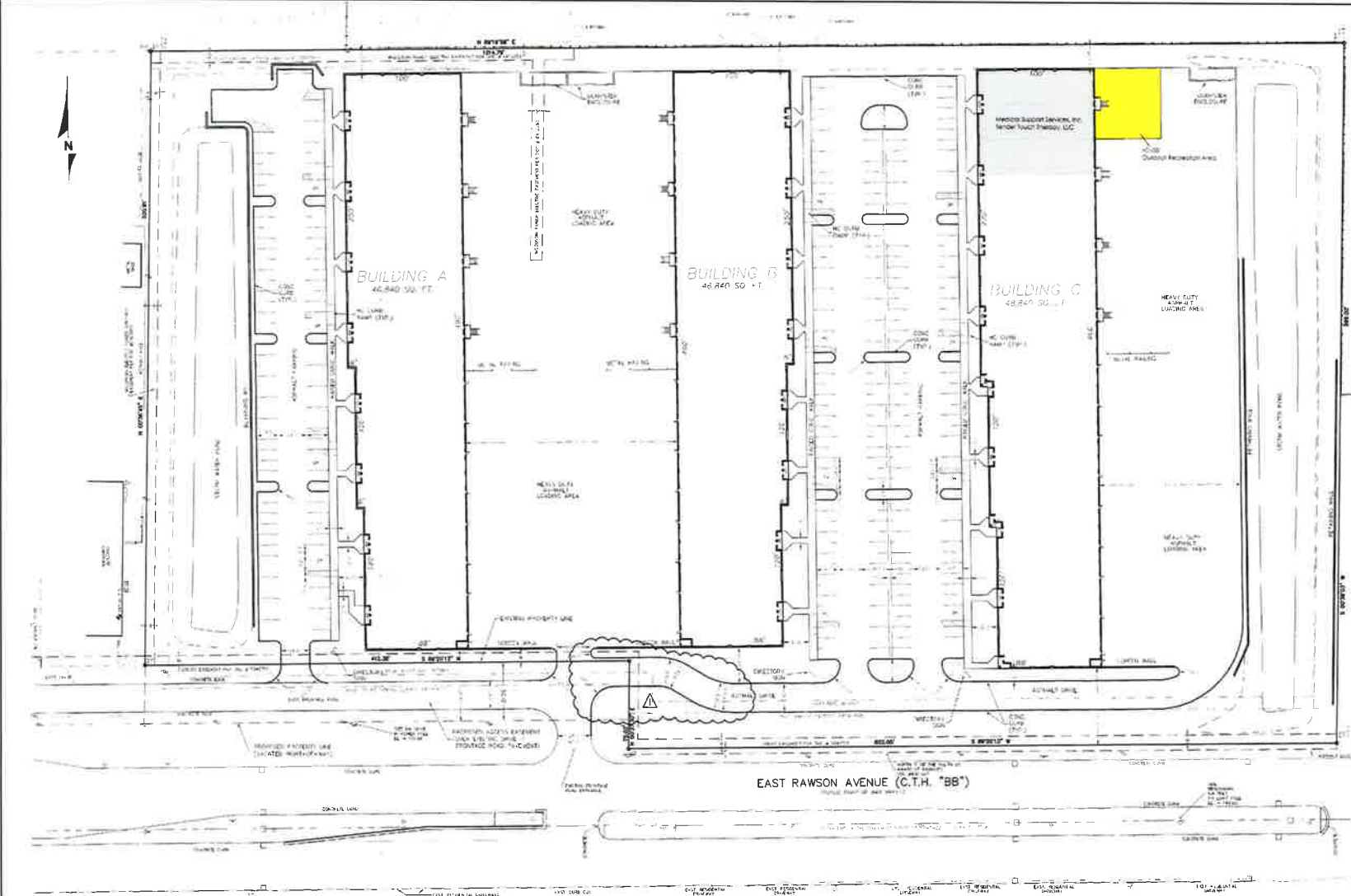
Consistent with Ordinance#2950

Description of Use

Medical Support Services, Inc. and Tender Touch Therapy would like to incorporate an 60' by 50' outdoor commercial recreation area to the services currently offered at the location at 140 East Rawson Ave. The area would be a fenced or secured portion of the rear parking lot to provide space for outdoor activities and equipment for clients and staff to utilize. The equipment would consist of traditional outdoor playground equipment, specialty equipment, and open areas for general outdoor activities and client services. The area would allow clients the opportunity for treatment or services outside of the current indoor gym and treatment rooms. The location of the area has been placed to be out of the way of normal business and pedestrian traffic and is the direct rear frontage of the existing occupied space. Please see the included Site Plan for more details on the area and location within the property.

RECEIVED
 By Permit of 10-12-2017

ST. JOHN PROPERTIES DEVELOPMENT
 140 E. RAWSON AVENUE OAK CREEK, WI



SITE AREAS

BUILDINGS
 BLDG A = 46,840 SF
 BLDG B = 46,840 SF
 BLDG C = 48,840 SF
 TOTAL BUILDING AREA = 142,520 SF 3.272 ACRES

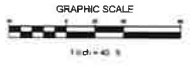
PARKING
 PARKING W/O LOADING AREA = 250,902 SF
 TOTAL PARKING AREA = 273,784 SF, 6.288 ACRES
 TOTAL IMPERIALS = 418,284 SF, 9.557 ACRES
 OPEN SPACE = 177,922 SF 4.065 ACRES
 TOTAL = 694,208 SF 1.581 ACRES

BLDG. A AREA
 80 REGULAR SPACES
 4 HANDICAPPED SPACES
 84 TOTAL

BLDG. B AREA
 81 REGULAR SPACES
 4 HANDICAPPED SPACES
 85 TOTAL

BLDG. C AREA
 87 REGULAR SPACES
 4 HANDICAPPED SPACES
 91 TOTAL

TOTAL REGULAR SPACES = 247
 TOTAL HANDICAPPED SPACES = 12
 TOTAL PARKING SPACES = 259



CJE NO : 1644R9
 NOVEMBER 14, 2017
 MAY 2, 2018
 JUNE 7, 2018
 AUGUST 1, 2018
 NOVEMBER 8, 2018

DIGGERS ONLINE
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 Waukesha Area (414) 251-1181
 Home & Office (700) 490-342289
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**City of Oak Creek – Conditional Use Permit (CUP)
Conditions and Restrictions**

Applicant: Linda Niemela, Medical Support Services, Inc.
(Tender Touch Therapy, LLC)

Approved by Plan Commission: 8-25-20

Property Address: 140 E. Rawson Ave.

Approved by Common Council: TBD

Tax Key Number: 733-9991-001

(Ord. 2983, Amend. Ord. 2960, 2950)

Conditional Use: Clinic; Indoor Recreation Facility;
Outdoor Recreation Area

1. LEGAL DESCRIPTION

COM 310 FT E & 140.04 FT N OF SW COR SW1/4 SEC. 4-5-22 TH N 521.32 FT E TO NE COR OF W1/2 OF S 40 ACS OF SD 1/4 SEC S TO S1/4 SEC LI W TO A PT 722.20 FT E OF SW COR SD 1/4 SEC N 140 FT TH W TO BEG., EXC. PART FOR STREET. CONT. 13.496 ACS.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

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

1) **General Development Plan**

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

2) **Landscape Plan**

- a) Screening plan, including parking lot screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

3) **Building Plan**

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

4) **Lighting Plan**

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

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

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

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction

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

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

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

- E. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Hours of operation shall be in accordance with the following:

Clinic/Outdoor Recreation Area	
Monday through Friday	7:00 AM – 7:00 PM
Saturday	8:00 AM – 12:00 PM or by appointment
Sunday	Closed
Indoor Recreation Facility	
Monday through Friday	9:00 AM – 9:00 PM
Saturday	9:00 AM – 5:00 PM
Sunday	12:00 PM – 5:00 PM

The above hours of operation for the clinic and outdoor recreation area are restricted to patient appointments and not to staff onsite at any given time.

- B. The outdoor recreation area location, enclosure materials, and screening shall be approved by the Plan Commission as part of Site Plan Review.
- C. There shall be no outdoor storage or outdoor display of merchandise for sale in association with these Conditional Uses.
- D. Solid waste collection and recycling shall be the responsibility of the owner.
- E. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), and the Site Plans approved by the Plan Commission February 28, 2017.

5. LIGHTING

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

6. SETBACKS

	Front and Street Setback	Rear (North) Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure*	40 ft	See Sec. 17.0501	See Sec. 17.0501
Parking	30 ft	5 ft	5 ft

**No accessory structures shall be permitted in the front yard or in required buffer yards.*

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if a building permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. OTHER REGULATIONS

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

9. VIOLATIONS & PENALTIES

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

10. REVOCACTION

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

11. ACKNOWLEDGEMENT

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

Owner / Authorized Representative Signature

Date

(please print name)



COMMON COUNCIL REPORT

Item: Memorandum of Understanding between the Cudahy, Oak Creek, and South Milwaukee/St. Francis Health Departments for the participation in a joint community COVID-19 specimen collection and testing site.

Recommendation: The staff recommend that the Common Council approves Resolution 12194-100620 approving the Memorandum of Understanding between the Oak Creek Health Department, the Cudahy Health Department, and the South Milwaukee/St. Francis Health Department for the establishment and maintenance of a joint community COVID-19 specimen collection and testing site.

Fiscal Impact: This MOU provides the framework for distribution of costs associated with the Zone E COVID-19 specimen collection and testing site. The Health Department has received \$72,900 in State grant funding specifically designated for COVID-19 testing, and this funding will cover all of the anticipated costs of this specimen collection and testing site.

- 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 CARES funding to support testing coordination; the OCHD testing grant allocation for this testing is \$72,900.

As the current community specimen collection and testing sites will not remain open long-term, it is necessary for the OCHD and other local health departments to plan for alternate community testing sites. The OCHD does not have the staffing capacity or sufficient funding to independently implement and operate a long-standing community testing site; however, a partnership with neighboring communities and health departments will allow for pooled resources in order to successfully implement a long-standing community testing site that is easily accessible to the south shore communities in Milwaukee County.

The Oak Creek, Cudahy, and South Milwaukee/St. Francis Health Departments will collaborate with additional partners as needed, including the National Guard and the Milwaukee County Office of Emergency Management, who will provide training, protocols, and possibly initial staffing to support the Zone E specimen collection and testing site.

This Memorandum of Understanding provides the structure for the collaboration between the Oak Creek, Cudahy, and South Milwaukee/St. Francis Health Departments to successfully implement and operate a

local community COVID-19 specimen collection and testing site. Specifically, the MOU outlines the purpose; funding, including the lead fiscal agency and expense allocation formula; and the duration of the collaboration.

Options/Alternatives: The Council could choose not to adopt Resolution 12194-100620, which would likely result in less accessible COVID-19 specimen collection and testing options for Oak Creek residents.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Darcy DuBois, MPH
Community Public Health Officer

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Attachments:

Zone E Community COVID-19 Specimen Collection Site MOU

Resolution 12194-100620

Zone E Community COVID-19 Specimen Collection Site

Memorandum of Understanding (MOU)

Among

Cudahy, Oak Creek, and South Milwaukee/St. Francis Health Departments

This Memorandum of Understanding (MOU) sets the terms and understanding among the Cudahy, Oak Creek, and South Milwaukee/St. Francis Health Departments for the participation in the joint Zone E Community Coronavirus (COVID-19) Specimen Collection Site. Zone E is defined by the Milwaukee County Office of Emergency Management as the communities of Cudahy, Oak Creek, South Milwaukee, and St. Francis.

Background

In an effort to manage the COVID-19 global pandemic, the Wisconsin Department of Health Services has embraced the “Box It In” strategy which includes testing, isolation of those with disease, and finding close contacts through contact tracing and quarantine. The Zone E communities have worked closely with the Milwaukee County Unified Emergency Operations Center (UEOC) to identify testing capacity within Milwaukee County and have determined there is a need to offer community specimen collection and testing in this area.

Purpose

This MOU will recognize the partnership among the three local health departments to establish and perform community specimen collection and testing.

Funding

South Milwaukee/St. Francis Health Department will be the lead fiscal agency and will hire the appropriate staff to complete this project. The lead fiscal agency will purchase and maintain supplies and services, and will enter into an agreement with the facility for lease and payment of facility fees.

Expenses will be reimbursed on a monthly basis and will be split 21% Cudahy, 43% Oak Creek, 25% South Milwaukee, and 11% St. Francis, which percentages are based on municipality population.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Cudahy, Oak Creek, and South Milwaukee/St. Francis. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Contact Information

Partner name: Cudahy Health Department

Partner representative: Heather Puente
Position: Health Officer
Address: 5050 South Lake Drive, Cudahy, WI 53110
Telephone: 414-769-2239
E-mail: HeatherP@ci.cudahy.wi.us

Partner name: Oak Creek Health Department
Partner representative: Darcy Dubois
Position: Health Officer
Address: 8040 South 6th Street, Oak Creek, WI 53154
Telephone: 414-766-7950
E-mail: ddubois@oakcreekwi.org

Partner name: South Milwaukee/St. Francis Health Department
Partner representative: Jacqueline Ove
Position: Public Health Administrator/ Health Officer
Address: 2424 15th Avenue, South Milwaukee, WI 53172
Telephone: 414-768-8057
E-mail: ove@smwi.org

Date: _____
Signature
Cudahy

Date: _____
Signature
Oak Creek

Date: _____
Signature
South Milwaukee/St. Francis

RESOLUTION NO. 12194-100620

A RESOLUTION APPROVING THE ZONE E COMMUNITY COVID-19 SPECIMEN COLLECTION SITE MEMORANDUM OF UNDERSTANDING (MOU) AMONG CUDAHY, OAK CREEK, AND SOUTH MILWAUKEE/ST. FRANCIS HEALTH DEPARTMENTS

WHEREAS, in an effort to manage the COVID-19 global pandemic, the Wisconsin Department of Health Services has embraced the "Box It In" strategy; and

WHEREAS, said strategy includes testing, isolation of those with disease and finding close contacts through contact tracing and quarantine; and

WHEREAS, the cities of Oak Creek, Cudahy, South Milwaukee and St. Francis comprise Zone E in Milwaukee County for implementation of said strategy; and

WHEREAS, said Zone E communities have worked closely with the Milwaukee County Unified Emergency Operations Center to identify testing capacity within Milwaukee County and determined there is a need to offer specimen collection and testing; and

WHEREAS, said communities have developed a Zone E Community COVID-19 Specimen Collection Site Memorandum of Understanding (MOU) to address these issues;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Zone E Community COVID-19 Specimen Collection Site Memorandum of Understanding (MOU) Among Cudahy, Oak Creek, and South Milwaukee/St. Francis Health Department be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6th day of October, 2020.

Passed and adopted this 6th day of October, 2020.

President, Common Council

Approved this 6th day of October, 2020.

Mayor Daniel Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

COMMON COUNCIL REPORT

- Informational:** Treasurer Report on Investment and Banking for the City of Oak Creek accounts, month ending August 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)
\$44,605,230.66	\$36,743,094.78	\$24,404.45	(\$7,862,135.88)

Activity: Tax Collection Final Settlement (\$5,463,707); Debt Service Payment (\$54,853.75)

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:



Jamie Strobl
Assistant 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	13,104,122.69	6,915,375.29	(9,131,574.16)				
General Fund	11,883,840.36	6,448,767.01	(8,740,525.53)	9,592,081.84	641.38	0.10000%	29.63%
Title 125	50,290.93	23,877.33	(14,726.35)	59,441.91			
Police Credit Card	32,816.81	26,740.80	(549.65)	59,007.96			
Parks & Rec Counter Credit Card	8,128.88	6,805.21	(618.78)	14,315.31			
Tax Payment Account #2	814,801.39	28,243.20	(3,711.09)	839,333.50			
Parks & Rec Online Credit Card	11,821.35	10,269.00	(176.90)	21,913.45			
Health Insurance	83,595.97	289,616.81	(371,265.86)	1,946.92			
Tax Payment Account	18,375.73	-	-	18,375.73			
EMS	200,451.27	81,055.93	-	281,507.20			
0	-	-	-	-			
DANA Investment Advisors	5,821,929.95	20,679.82	(22,690.63)	5,819,919.14	10,815.99	1.58%	15.84%
BMO Global Asset Management	4,786,186.63	8,926.83	(7,307.60)	4,787,805.86	8,895.83	2.08%	13.03%
American Deposit Management (ADM)	0.00	-	-	0.00	-	-	0.00%
*ADM General Account Balance	0.00	-	-	0.00	-	-	
Local Government Investment Pool (LGIP)	15,336,892.32	1,429.68	(5,400,000.00)	9,938,322.00	1,429.68	0.13%	27.05%
*LGIP General Account Balance	10,095,619.22	840.77	(5,400,000.00)	4,696,459.99	840.77		
**Ehlers Investment	5,556,099.07	8,161.48	(255,136.59)	5,309,123.96	2,621.57	1.6770%	14.45%
Net of Fees	5,556,099.07	8,161.48	(255,977.73)	5,308,282.82			
Total Balance	44,605,230.66	6,954,573.10	(14,816,708.98)	36,743,094.78	24,404.45		

**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		Final Distribution to other Taxing Jurisdictions (Remaining unpaid levies distributed in August)	
Tax Payment Account #2		STATE	\$ -
City Deposit (Counter, Drop Box, Mail)	24,532.11	COUNTY	\$ 1,577,772.58
Gov Tech	-	MMSD	\$ 542,582.95
Credit Card	-	SCHOOL	\$ 2,921,595.57
Total Tax Payment Account #2	24,532.11	MATC	\$ 390,091.65
Tax Payment Account		UTILITY	\$ 31,664.22
Tri City Payments (At Bank, Lockbox)	-	TOTAL DIST	\$ 5,463,706.97
Total Tax Collection Deposits	24,532.11	Levy Collected through July	
		99.13% 31st	
		CITY	\$ 2,730,900.28
		FINAL DIST	\$ 8,194,607.25

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

TAX	1,758,098.52
TAX REFUNDS	\$ 5,835.04
SPECIAL ASSESSMENTS	-
SPECIAL CHARGES	3,773.25
INTEREST	42,215.56
Delinquent Utility	4,285.84
Less noncash adj	(3,430.80)
Total Collected June-Aug	1,810,777.41

August (postmark July) Tax Collection	24,532.11
July Tax Collection	196,313.77
June Tax Collection	1,589,931.53
Total Collected June-Aug	1,810,777.41
Delinquent to be Reimbursed by County (postponed to 9/20/2020)	785,181.78
TOTAL RECEIVED	2,595,959.19

COMMON COUNCIL REPORT

Item: Fire Department Agreement for Mutual Assistance

Recommendation: That the Common Council approves Resolution 12193-100620 authorizing participation in the Agreement for Mutual Assistance for fire and rescue services between the City of Oak Creek and other Milwaukee County municipal fire agencies.

Fiscal Impact: This agreement does not incur a primary fiscal impact. Incidental costs associated with the provision of services by the Oak Creek Fire Department in other municipalities may occur.

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: A mutual aid agreement for firefighting services between the municipalities of Milwaukee County was first established in 1996 and later revised in 2014. This proposed agreement is the result of a 2020 review that was initiated by the Intergovernmental Cooperation Council (ICC). This review was performed by Cities and Villages Mutual Insurance (CVMIC), the League of Municipalities, and the City of Milwaukee Attorney's office. The ICC subsequently accepted this agreement with the suggested revisions.

The purpose of this agreement is to provide for extended firefighting capabilities in the participating municipalities when deemed necessary. The agreement reinforces the understanding that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities, but rather that it provides additional resource capacity for incidents beyond the capabilities of the requesting agency. Referenced in this agreement is an operational policy that provides the detailed framework for the provision of mutual aid services. This operational policy is developed and revised as necessary by the Fire Chiefs of the participating municipalities.

Options/Alternatives: NA

Respectfully submitted:



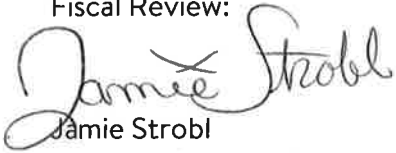
Andrew J. Vickers, MPA
City Administrator

Prepared:



Michael Kressuk, Jr.
Fire Chief

Fiscal Review:

A handwritten signature in black ink that reads "Jamie Strobl". The signature is written in a cursive style with a large initial "J".

Jamie Strobl

Assistant Comptroller

Attachments:

Resolution 12193-100620

Agreement for Mutual Assistance

Mutual Assistance signatory page

RESOLUTION NO. 12193-100620

A RESOLUTION APPROVING AN AGREEMENT FOR MUTUAL ASSISTANCE FOR
FIRE, PROTECTION AND EMERGENCY MEDICAL SERVICES

WHEREAS, the City of Oak Creek (“City”) seeks to provide for the benefits of assistance in the protection of life and property from fire and other disasters for its community; and

WHEREAS, the City already participates in related mutual aid agreements that address responding to calls for service outside of the municipality due to the proximity of facilities and equipment to provide for a potentially more rapid response; and

WHEREAS, an Agreement for Mutual Assistance for fire, protection and emergency medical services would extend firefighting capabilities among participating municipalities when deemed necessary under certain other circumstances; and

WHEREAS, said agreement provides for details as to amounts and types of assistance to be dispatched, logistical method of dispatching and communications, training programs and procedures and areas to be assisted to be developed by the respective Fire Chiefs of the participating communities in an Operation Policy;

NOW THEREFORE BE IT RESOLVED that the Agreement for Mutual Assistance for fire, protection and emergency medical services (“Agreement”) be and the same is hereby approved.

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

BE IT FURTHER RESOLVED that the Fire Chief is authorized to agree to details as to amounts and types of assistance to be dispatched, logistical method of dispatching and communications, training programs and procedures and areas to be assisted in an accompanying Operation Policy to this Agreement as conditions may warrant.

BE IT FURTHER RESOLVED that the Fire Chief and City Attorney are authorized to proceed with any nonsubstantive changes to the Agreement as necessary to effectuate its intent.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6th day of October, 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 _____

AGREEMENT FOR MUTUAL ASSISTANCE

This Agreement for Mutual Assistance, (“Agreement”), is entered into as of the date signed the respective parties, each a Wisconsin Municipal Corporation acting by and through its fire departments, each with proper authorization to execute this Agreement, (herein referred to collectively as “the Parties” or “the Departments” and individually as “a Party” or “a Department”), and is made pursuant to Wis. Stat. Secs. 66.0301 and 66.03125.

Section 1. Purpose.

The purpose of this agreement is to provide for extended firefighting capabilities in the participating municipalities when deemed necessary under the circumstances described herein. The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

The governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters. As such, this Agreement is intended to provide for fire department response circumstances not specifically otherwise provided for under separate non-applicable to this Agreement existing Mutual Aid Fire Service Agreements and Mutual Aid Box Alarm System Agreements, that being the response to a call for service in an area outside of the responder’s municipality, due to the proximity of facilities and equipment for a potentially more rapid response.

The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

Section 2. Authority.

This Agreement is made and entered into by the parties pursuant to the authority granted by Wisconsin Statute Section 66.0301, which authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and Wisconsin Statute Section 66.03125, which authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction.

Section 3. Definitions.

Mutual Assistance

Mutual Assistance as applied herein means the loaning of services with the accompanying apparatus, by one or more municipalities, to meet an emergency beyond the capabilities of the municipality being aided.

Participating Municipalities

A municipality that commits itself to this mutual aid agreement by passage of a resolution or ordinance authorizing participation in the program with other participating member municipalities for rendering

and receiving mutual aid and in the event of an incident in accordance with team operating procedures.

Requesting Agency

The municipality in which an incident occurs that cannot be adequately handled by the local Fire Department.

Aiding Agency

A municipality furnishing fire and/or EMS personnel, equipment and apparatus to a Requesting Agency's municipality.

Emergency condition

For the purposes of this Agreement, any unexpected fire and/or EMS occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Sections 4. Mutual Considerations and Conditions.

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property, subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, logistical methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in an Operation Policy and signed by the Chiefs of the departments upon authorization from their respective governing bodies. No party shall have any obligation pursuant to this Agreement to another party unless and until an Operation Policy is executed between the respective parties. Said Operation Policy may be revised or amended at any time by mutual agreement of the Fire Chiefs as they are so respectively authorized and as conditions may warrant. The Operational Policy should be reviewed annually and as needed.

2. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the fire department of the jurisdiction in which the mutual assistance service is being provided and in accordance with the Operation Policy.
3. Either party may decline a request for mutual aid, if in the best judgment and discretion of the responding party's fire chief or other ranking officer in charge at the time, the safety of the

responding party's own jurisdiction's inhabitants would be excessively compromised or otherwise put in unwarranted jeopardy. In the event of such decision, the responding party shall immediately notify the requesting party of its decision and may assist the requesting party in summoning assistance of other service providers, if practical or feasible. These actions shall be monitored by the Chief or their designees to ensure equitability of services.

No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement. However, once a request is accepted it should generally be carried through and not withdrawn.

4. While it is deemed equally beneficial, sound and desirable for the parties of this agreement to work collaboratively in accordance with the terms of this agreement, it is not the intent of the parties to transfer risk to or assume liability on behalf of another party to this agreement. At all times while equipment and personnel of any party's fire department are traveling to, from, or within the geographical limits of any other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
5. This Agreement is not intended to create an employer/employee relationship between the parties. The requesting party, or the party in charge under the operations policy, shall assume control over the operations of the mutual aid incident scene, however it shall be each party's responsibility to maintain the safety of its own personnel and others at the scene or within its immediate vicinity. Each party to this Agreement, in relation to any and all other parties to this Agreement, is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department municipality for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 Wisconsin Statutes and any civil liability insurance. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.

The terms and provisions of this Agreement are applicable to and only for the benefit of the parties hereto, and not to any other person or claimant not a party hereto, and shall not under any circumstances be construed to be enforceable by or in any way used as evidence for any claim for wages, benefits or the like which may be due to any employee of any party hereto.

6. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes. The parties also agree that they are not waiving any other immunities or defenses available to them under

state, federal or administrative law. All of the provisions of Section 895.46 of the Wisconsin Statutes also apply.

7. Each party hereto shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of being a party to this Agreement. Annually and upon request, a party must provide evidence of compliance with the insurance provisions of this section to the other party.
8. The parties agree that each shall respond without any cost, charge or financial assessment to the other for cost incurred pursuant to this Agreement. However all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. The Chief or designee of the Department receiving reimbursement shall be responsible for working with the other parties to find a reasonably equitable distribution among all claimant departments. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.
9. In the event that any individual performing duties subject to this Agreement shall be named as a defendant party in any state or federal civil lawsuit brought by a third party, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits and the same insurance of his/her employing agency that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed. Moreover, 895.46 Wis. Stats., shall apply to such individual performing duties subject to this Agreement. Accordingly, the benefits of defense and indemnification to third party lawsuits as described in this paragraph shall be supplied by the party where the individual is regularly employed.
10. This Agreement shall commence and become effective as to any party shall be on the date of the signature of any such party hereto and shall supersede any previous versions of this mutual aid agreements entered into by the parties.
11. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief. The cancellation notice shall be filed with the Clerks of each municipality.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 5. Effect of Other Agreements

1. The Municipal Elected Bodies for the undersigned may from time to time enter into separate agreements for the purchase and/or equitable sharing of equipment, personnel, etc. with and between any of the undersigned parties. Said separate agreements are not intended to impact the intent or terms of this Mutual Aid Agreement contained herein.

2. Separate agreements under this section should be approved subject to notification of all of the undersigned parties.
3. Should any party outside of Milwaukee County be considered as a party to this agreement, all undersigned parties should be notified of such interest and intent.

BE IT RESOLVED:

1. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.
2. This Agreement is hereby approved subject to the terms, conditions and limitations set forth in said agreement.
3. The parties hereby enter into this Agreement knowingly, voluntarily and for the benefit of their communities, humanity and the common good.
4. The undersigned representatives of each party are hereby authorized to abide to the terms, conditions and limitations set forth in this Agreement.

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date

The Municipality/Department signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Signatory

Date

¹Once signed, the Mayor/President will receive a signature page to electronically sign alongside all other participants that have adopted, approved.

²Additionally, an electronic signature page for the Operations Policy will be provided as only after the Operations Policy is signed does the Agreement for Mutual Assistance become fully executed.

Once both of these (¹ and ²) are completed they will be returned to participants such that all parties have knowledge of the other participating municipalities/departments. The MCAFC will also keep a current, ongoing file of participants.

COMMON COUNCIL REPORT

- Item:** New Intergovernmental Agreement to Provide Information Technology Services to the City of South Milwaukee
- Recommendation:** That Common Council considers Resolution No. 12192-100620 for an new Intergovernmental Agreement to provide Information Technology Services to the City of South Milwaukee
- Fiscal Impact:** The new Intergovernmental Agreement will increase the guaranteed revenue from the City of South Milwaukee for IT Services by \$20,800 for a total of \$40,000 annually
- 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: Since November of 2016 the City of Oak Creek has provide the City of South Milwaukee with IT Services. Over time, the City of South Milwaukee has become more reliant on Oak Creek's IT services due to projects and replacement of antiquated technology with more advanced systems. In 2017, Oak Creek provided \$22,810 in hourly services to the City of South Milwaukee. So far in 2020, \$43,553 in hourly services were provided. In order to maintain the capability to support the City of South Milwaukee while maintaining a high level of service for Oak Creek departments, the new IGA includes a larger guaranteed annual pre-payment. This enables the City of Oak Creek to budget for an additional full-time IT Technician using the funds paid by South Milwaukee and cost saving measures by IT in other budget accounts in 2021.

Options/Alternatives:

Terminate the Agreement- The current Agreement allows either City to terminate the agreement with ninety days written notice to the other party. Doing this would result in the loss of the of the IT Intern position which is currently funded with the payments from South Milwaukee

Continue with the current Agreement- This would be a disservice to the City of Oak Creek due the increased demand for IT Services from South Milwaukee. The current Agreement does not have any guaranteed payments from South Milwaukee which prohibits Oak Creek from increasing IT Staffing.

Respectfully submitted:



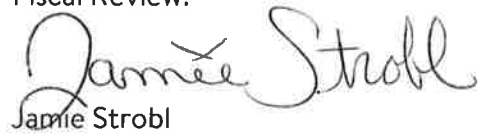
Andrew J. Vickers, MPA
City Administrator

Prepared:



Kevin A. Koenig
Information Technology Manager

Fiscal Review:

A handwritten signature in black ink that reads "Jamie Strobl". The signature is written in a cursive style with a large initial "J".

Jamie Strobl

Assistant Comptroller

Attachments:

Resolution No. 12192-100620 IGA for IT Services

IGA for IT Services between the City of South Milwaukee and the City of Oak Creek

RESOLUTION NO. 12192-100620

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES BETWEEN
THE CITY OF SOUTH MILWAUKEE AND THE CITY OF OAK CREEK

WHEREAS, on November 1, 2016, the Common Council adopted Resolution No. 11756-110116 approving an Intergovernmental Agreement for Information Technology Services between the City of South Milwaukee and the City of Oak Creek; and

WHEREAS, both the City of South Milwaukee and the City of Oak Creek wish to enter into a new Intergovernmental Agreement for Information Technology Services between the City of South Milwaukee and the City of Oak Creek effective October 6, 2020 ("IGA"); and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the IGA be and the same is hereby approved.

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

BE IT FURTHER RESOLVED that the IGA replaces and supersedes the agreement authorized under Resolution No. 11756-110116.

BE IT FURTHER RESOLVED that the Information Technology Manager in consultation with the City Attorney is authorized to make nonsubstantive changes to the Agreement, including any exhibits, addendums, amendments and attachments, as may be appropriate and necessary to make technical corrections in order to preserve and maintain the general intent thereof.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6th day of October, 2020.

Passed and adopted this 6th day of October, 2020.

President, Common Council

Approved this 6th day of October, 2020.

Mayor Daniel Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

INTERGOVERNMENTAL AGREEMENT FOR
INFORMATION TECHNOLOGY SERVICES BETWEEN
THE CITY OF SOUTH MILWAUKEE AND THE CITY OF OAK CREEK

This agreement is made and entered into this 6th day of October, 2020, by and between the CITY OF SOUTH MILWAUKEE (“South Milwaukee”) and the CITY OF OAK CREEK (“Oak Creek”), both municipal corporations located in Milwaukee County, Wisconsin.

WITNESSETH

WHEREAS, Section 66.03 Wis. Stats. authorizes cities to enter into inter-governmental cooperation agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, South Milwaukee desires to have Oak Creek provide certain information technology services for South Milwaukee, and Oak Creek is willing to provide such services upon the terms and conditions set forth below.

NOW, THEREFORE, it is hereby agreed as follows:

Article I: Scope of Services.

Oak Creek, through its Information Technology Department, will provide technical computer support, including technology and budgeting recommendations, for the City of South Milwaukee. South Milwaukee will provide required physical access to Oak Creek for the appropriate buildings and areas of service. South Milwaukee shall log all problems and/or work orders using the Oak Creek Information Technology Department’s software tracking system. Oak Creek will attempt to provide support remotely allowing for faster response times and shorter amounts of time charged to South Milwaukee. These services will include the following:

1. Network Management: Oak Creek will maintain the South Milwaukee computer network using professionally accepted practices. This will include:
 - a. Configuration of Microsoft Active Directory (AD): This includes adding and deleting of user and email accounts as needed; configuring AD Group Policy, users, organizational units (OU’s), group security and file access on South Milwaukee domain and file servers.
 - b. Monitoring network performance: Oak Creek will employ similar tools and techniques used on Oak Creek’s own network.
 - c. Manage firewalls, VPN’s, routers and switches.
 - d. Set up and maintain drivers for printers, copiers and similar devices.
 - e. Configure IP addresses, routing, access control lists (ACL’s), and subnetting as required.
 - f. Maintain spam and web filtering solutions.
2. Servers Maintenance: Oak Creek will install and update South Milwaukee’s servers as necessary. This includes both physical and virtual servers.
3. Computers: Oak Creek will perform tasks needed to keep South Milwaukee workstations operating. This includes:

- a. Setting up new computers.
 - b. Repairing faulty workstation hardware.
 - c. Moving of equipment as requested.
 - d. Software and Operating system problems.
4. Phone Maintenance: Oak Creek will configure, update and maintain the Fortinet FortiVoice phone system.
 5. Software Maintenance: Oak Creek will install, update and maintain specialized City-wide software such as GCS, ESRI GIS, Autodesk, Health Space, Microsoft Exchange, Microsoft SQL, and domain controllers. Oak Creek shall aid South Milwaukee with maintaining proper software licensing however it is South Milwaukee's responsibility to ensure annual license costs are paid. Oak Creek shall not install any software that is not legally licensed to South Milwaukee.
 6. Backups: Oak Creek will perform daily and weekly backups using its standard backup polices.
 - a. South Milwaukee backup data will be stored on offsite servers provided by South Milwaukee and located in the secure server room at Oak Creek City Hall.
 - b. Oak Creek will not be responsible for ensuring valid backups but will consult with South Milwaukee personnel to ensure proper backups are being performed.
 7. Security: Oak Creek will recommend, install, configure and monitor South Milwaukee hardware and software to help protect against security breaches. Oak Creek reserves the right to not support any software or hardware that pose a security risk after notifying South Milwaukee of the need to upgrade or replace said item. South Milwaukee is responsible for network security attributable to systems and operations within its physical custody or operational access.
 8. Upgrades: South Milwaukee and Oak Creek may add additional technology items in addition to those listed above as technology and software changes occur with the mutual agreement of both parties. In an effort to promote efficiencies and cost savings, South Milwaukee and Oak Creek may purchase software or hardware technology items to be jointly used by both cities. Each city agrees to pay a proportionate share of the purchase price and any annual support fees for said software and/or hardware.
 9. Purchases: South Milwaukee agrees to reimburse the City of Oak Creek for any hardware, software or parts approved by the City of South Milwaukee and purchased by the Oak Creek IT Department. These items will normally be billed to South Milwaukee upon delivery and payment terms will be NET 30 days. Items required for projects exceeding \$5,000.00 or special-order items may require advance payment. Whenever possible South Milwaukee will provide purchase orders and will be invoiced directly by vendors to avoid pass through transactions.
 10. Training: All South Milwaukee staff that have access to South Milwaukee computer systems will be required to participate in monthly cyber security training as determined by Oak Creek. These monthly trainings shall take no longer than sixty (60) minutes per calendar month to

complete. There shall also be an unspecified number of simulated malicious emails per month as part of said training. The cost associated with the software to maintain the IT Training shall be billed to South Milwaukee annually per active directory user.

Article II: Provision of Services.

Services provided by Oak Creek shall be during the business hours of Monday through Friday from 7:30 a.m. to 4:30 p.m. and under the direction and supervision of its Information Technology Manager.

Emergency Service will be provided twenty-four (24) hours a day, seven (7) days a week for critical computers, servers, network or software for additional work required outside of the normal business hours of Monday through Friday from 7:30 a.m. to 4:30 p.m. and on holidays recognized by the City of Oak Creek. South Milwaukee will provide a list of persons authorized to request after hours' service.

South Milwaukee will designate a primary point of contact to provide direction, priorities, aid in hardware/software procurement and provide workload/project scheduling guidance to Oak Creek.

Article III: Term.

This term of this Agreement shall commence on January 1, 2021 and end on December 31, 2021. Either party may terminate this agreement at any time by first giving ninety (90) days prior written notice to the other party. Upon termination of this agreement both parties will have to negotiate any potential refund of funds not used at the date of termination. This Agreement will be automatically renewed for successive annual periods for up to three (3) additional years unless otherwise amended by further mutual written agreement under such terms and conditions as are mutually agreeable to both parties and as approved by their respective Councils.

Article IV: Compensation.

South Milwaukee will pay Oak Creek the sum of \$40,000 in January of each annual period as pre-payment of hours to be used in that annual period. Oak Creek reserves the right to annually increase the amount for this payment with the increase to not exceed three percent (3%) per calendar year. Oak Creek will charge the hourly rates of its IT Staff per the table below to this bank of funds. Oak Creek will generate a monthly statement of hours used per tier as well as a remaining fund balance for South Milwaukee. Once the \$40,000 balance of funds have been expended Oak Creek shall notify South Milwaukee and invoice South Milwaukee each month until the end of the annual period. South Milwaukee shall pay all invoices in full within sixty (60) days of receipt. Any funds of the annual pre-payment not used within the annual period expire at the end of the period and are retained by the City of Oak Creek to cover the additional staffing costs associated with providing support to South Milwaukee.

Oak Creek IT Hourly Rates			
Level	Associated Positions	Business Hours Hourly Rates	After Hours & Holidays Hourly Rates
Tier 1	IT Intern IT Technician	\$45.00**	\$90.00**
Tier 2	Network Administrator System Administrator GIS Administrator	\$65.00**	\$130.00**
Tier 3	Assistant IT Manager IT Manager	\$85.00**	\$170.00**

**Oak Creek reserves the right to annually increase the hourly rate due to increased employee costs, with the increase not to exceed three percent (3%) per calendar year.

Due to complexity of issue, vacation schedules, and other workload Oak Creek can not guarantee the lower levels will work on all South Milwaukee requests. Oak Creek Staff assigned to work on South Milwaukee requests shall be at the sole discretion of Oak Creek's IT Manager.

Article V: Employment Relationship.

It is understood that any Oak Creek employees providing services under this Agreement are employees of Oak Creek and not of South Milwaukee. Oak Creek shall be responsible for payment of all wages and other benefits to which said Oak Creek employees are entitled. South Milwaukee reserves the right to perform background or security checks of Oak Creek Information Technology Department staff as required to meet public safety regulations and requirements at its own expense for the services provided in this Agreement.

Article VI: Liability and Indemnification.

The Parties agree to indemnify, defend and hold harmless each other, their elected and appointed officials, officers, employees, agents and representatives from and against any and all liability for injuries or damages to persons or property as a result of each parties' own negligence or intentional acts or the provision of services under this Agreement up to but not exceeding the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence. This indemnification applies to, but is not limited to, the parties' liability to each other or third parties in contract, in tort or under federal or state law arising or resulting from performance or failure to perform under this Agreement, and in addition, for any related expenses, including defense costs and attorneys fees, except as provided in Article V. The parties shall not indemnify nor be responsible for reimbursement of expenses regarding liability and loss exceeding Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence. This indemnity provision shall survive the termination or expiration of this Agreement.

Article VII: Notices.

1. Notices.

Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be either mailed by registered or certified mail, return receipt requested, postage prepaid; sent by electronic facsimile transmission, or

personally delivered by hand against receipt therefore to the respective municipalities at the address set forth below, or such other address as either party may designate to the other by notice hereunder. All such notices shall be deemed to have been received on the date of personal delivery, electronic facsimile transmission, or, if mailed, on date of receipt.

City of South Milwaukee
2424 15th Avenue
South Milwaukee, WI 53172
Attn: City Clerk

City of Oak Creek
8040 S. 6th St.
Oak Creek, WI 53154
Attn: City Clerk

City of Oak Creek

City of South Milwaukee

Daniel J. Bukiewicz, Mayor Date

Erik Brooks, Mayor Date

Catherine A. Roeske, City Clerk Date

Karen Kastenson, City Clerk Date

COMMON COUNCIL REPORT

- Item:** Intergovernmental Cooperative Agreement between Milwaukee Metropolitan Sewerage District and City of Oak Creek for the Beneficial Reuse of Non-Impacted (“Clean”) Soil
- Recommendation:** That the Common Council adopts Resolution No. 12191-100620, a resolution approving and authorizing the execution of an Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District (District) and the City of Oak Creek outlining responsibilities for the delivery and receipt of clean soil from the District’s Wilson Park Reach 3 Phase 1 Project, for beneficial reuse at the City properties at 8940, 8730, and 9010 S. 5th Avenue. (4th Aldermanic District).
- Fiscal Impact:** This soil will be delivered to the City owned properties by the District’s selected contractor in 2021, with no payment required from the City. It must be noted, however, that the City will need to enter into a separate contract with an earthwork contractor for final placement of the soil.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

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

Since then, the City has been working toward the final environmental remedial action of clean soil capping of the properties and development of a bluff-top open space park. The second part of this is that the City has been working toward a shoreline resilience solution that will protect the property from the effects of erosion from wave action. The City and the District have cooperated on evaluating source areas within the District’s Wilson Park Reach 3, Phase 1 Project area that have non-impacted soil suitable for use on these City projects. The District has completed extensive environmental sampling of the soil in the project area, and the City’s environmental consultant, Ramboll, has reviewed the sample results to confirm that the City will only receive clean and acceptable soil. Additionally, the District and City staff have been coordinating on language that will be included in the District Project Specifications, to ensure the City will receive acceptable soil.

The staff recommendation is that Council approve and enter into this Intergovernmental Cooperation Agreement (ICA) with the District. It outlines the requirements under which the clean soil will be hauled to the site by the District at no cost to the City.

Options/Alternatives: If the City does not enter into the ICA, it will need to seek future cost-effective large volume sources of clean soil to achieve these projects. There is no certainty that any future opportunity will be available, or that the soil could be delivered at the City site at no transport cost to the City.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Susan A. Winnen, PE
Environmental Engineer

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Approved:



Michael C. Simmons, PE
City Engineer

Attachments: Resolution No. 12191-100620, ICA between the District and the City of Oak Creek

RESOLUTION NO. 12191-100620

BY: _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT AND THE CITY OF OAK CREEK OUTLINING RESPONSIBILITIES FOR THE DELIVERY AND RECEIPT OF NON-IMPACTED (“CLEAN”) SOIL FOR BENEFICIAL REUSE AT CITY OWNED PROPERTIES AT 8940, 8730, and 9010 S. 5th AVENUE

WHEREAS, the City of Oak Creek (City) recognizes that the remediation and redevelopment of brownfields is an important part of responsible redevelopment of the City and protection of natural resources; and

WHEREAS, the City has been working to cap the site at these addresses with clean soil as final environmental remediation in preparation for redeveloping the area into an open-space public park; and

WHEREAS, the City has also been working toward a shoreline resilience solution to protect this area from erosion due to wave action; and

WHEREAS, the City has received approval from Wisconsin Department of Natural Resources (WDNR) for initial work to prepare the site for receipt of the soil; and

WHEREAS, the City has received approval from WDNR for filling the wetlands on site in preparation for final capping; and

WHEREAS, the City is preparing and will submit to WDNR a plan for final capping of the upland area of the site to achieve closure, and which WDNR has indicated will be approved; and

WHEREAS, the Milwaukee Metropolitan Sewerage District (District) has a project located in the upper portion of the Wilson Park Creek watershed between West Layton Avenue & South 1st Street and the Canadian Pacific Railroad tracks near I-94/43, on the southside of the City of Milwaukee which has a significant volume of excess non-impacted (“clean”) soil available; and

WHEREAS, the District has provided to the City an Intergovernmental Cooperation Agreement (ICA) outlining the responsibilities and conditions for its delivery of the clean soil to the City properties; and

WHEREAS, the City has been seeking a cost-effective source of non-impacted (“clean”) soil with which to complete these projects in a cost-effective manner.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District and the City of Oak Creek for the Beneficial Reuse of Non-Impacted Soils from the Wilson Park Creek Reach 3, Phase 1 Project (the “Agreement”) is hereby approved; and

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

BE IT FURTHER RESOLVED that technical corrections or amendments to the Agreement that do not substantively change the terms of the Agreement and that are approved by the Environmental Engineer, City Engineer, City Administrator and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 6th day of October, 2020.

Passed and adopted this 6th day of October, 2020.

President, Common Council

Approved this 6th day of October, 2020.

Mayor

Attest:

City Clerk

Vote: Ayes _____ Noes _____

**Intergovernmental Cooperation Agreement
between Milwaukee Metropolitan Sewerage District and the City of Oak Creek for
Beneficial Reuse of Non-Impacted Soils from the Wilson Park Creek Reach 3, Phase 1
Project**

This Intergovernmental Cooperation Agreement (Agreement) is made by and between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204 and the City of Oak Creek (City), 8040 South 6th Street, Oak Creek, Wisconsin 53154. This Agreement becomes effective upon execution by the District and the City.

RECITALS

WHEREAS, the District is reconstructing a portion of Wilson Park Creek that is currently lined with concrete, with the goals of reducing flood risk, improving public safety, improving riparian and aquatic habitat, and enhancing stream channel aesthetics (“Project”); and

WHEREAS, the Project is located in the upper portion of the Wilson Park Creek watershed between West Layton Avenue & South 1st Street and the Canadian Pacific Railroad tracks near I-94/43, on the southside of the City of Milwaukee; and

WHEREAS, as part of the Project, the District is creating a flood storage basin to capture and store stormwater during wet weather events; and

WHEREAS, to construct the flood storage basin the District must remove a significant amount of clean soils (“Non-Impacted Soil”) from the Project site; and

WHEREAS, the City is the owner of a brownfield along the shore of Lake Michigan, in the City of Oak Creek which is currently vacant and contaminated by former industrial uses (“Receiving Site”) and is a Wisconsin Department of Natural Resources Environmental Repair Program site; and

WHEREAS, Receiving Site consists of three parcels, 8730 S. 5th Avenue, 8940 S. 5th Avenue and 9010 S. 5th Avenue, is bordered to the north by the District’s South Shore Water Reclamation Facility and to the south by a parcel owned by Fifth Property, LLC; and

WHEREAS, as part of the City’s remediation of the Receiving Site, it is installing a soil cap over the contamination; and

WHEREAS, the Non-Impacted Soil to be removed from the District’s Project site has been granted an exemption from the requirements of ch. 289, Stats., and pursuant to Wis. Admin Code NR § 500.08 can be reused in a beneficial manner as the cap at the Receiving Site; and

WHEREAS, the beneficial reuse of the Non-Impacted Soil will result in the lower tipping fees paid by the District for disposal, and result in lower acquisition costs of clean fill for the City; and

WHEREAS, the District will submit its soils/materials management plan to the Wisconsin Department of Natural Resources for review and approval prior to commencing the Project;

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Term

This Agreement will be in effect upon execution and continue until all Non-Impacted Soil have been received at the Receiving Site.

2. Non-Impacted Soil Information

- a. District has conducted subsurface and environmental investigations of the Project site and made all results available to City.
- b. The Non-Impacted Soil contains naturally occurring compounds at concentrations that are at or below the State of Wisconsin established background threshold values (BTVs), or less than the most restrictive NR 720 residual contaminant level (RCL), if that level is greater than the BTV. For metals or other inorganics without BTVs, concentrations are less than the NR 720 non-industrial direct contact and groundwater pathway RCLs.
- c. The Non-Impacted Soil contains polycyclic aromatic hydrocarbons (PAHs), which may or may not be naturally occurring, at concentrations below NR 720 RCLs for direct contact or groundwater pathway RCLs as calculated using default parameters as specified in NR 720.
- d. The Non-Impacted Soil contains no detectable Volatile Organic Compounds (VOC's).

3. District Responsibilities

The District will:

- a. Provide approximately 200,000 cubic yards of Non-Impacted Soil from the Wilson Park Creek (WPC) Reach 3, Phase 1 Project (Figure 2 and Figure 3) to City Receiving Site (Figure 1). This amount is an estimate only and is not guaranteed.
- b. Not require payment from the City for delivery of the Non-Impact Soil at the Receiving Site.
- c. Contact the City, pursuant to Section 5.b. below, to coordinate delivery and placement of the Non-Impacted Soil. The City may designate a different person

than that listed in Section 5.b. for coordination of delivery and placement at any time throughout this Agreement.

4. City Responsibilities

The City will:

- a. Accept approximately 200,000 cubic yards of Non-Impacted Soil from the District at Receiving Site to be used as a clean fill cap, as approved by the Wisconsin Department of Natural Resources.
- b. Provide a right of access permit to District and its contractor(s), as necessary, to enter the Receiving Site via the entrance designated by City to deposit Non-Impacted Soil in a designated location(s) during the Term. This permit shall be at no cost to the District and its contractor(s).
- c. Designate a truck route for the District's contractor(s) to use to enter and leave the Receiving Site.
- d. Install tracking pads at the Receiving Site to prevent debris from being tracked out of the Receiving Site.
- e. Be responsible for performing any spreading, grading, cleaning, maintenance, or restoration work at the Receiving Site. District and its contractor(s) are only responsible for delivering and depositing the Non-Impacted Soil at the Receiving Site.
- f. Not require payment from the District for disposal of the Non-Impacted Soil at the Receiving Site.

The City acknowledges and agrees:

- g. It has examined the subsurface and environmental information for the WPC Reach 3 Phase 1 project provided by the District and is satisfied as to its adequacy in describing the characteristics and extent of the Non-Impacted Soil proposed for placement at the Receiving Site.
- h. It has examined the construction plans and specifications related to excavated soil management and is satisfied as to their appropriateness for depositing of Non-Impacted Soil at the Receiving Site.

5. Notices

- a. To the District:

Courtney Allen, Senior Project Manager

Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204
callen@mmsd.com
414-225-2069

b. To the City:

Susan A. Winnen, Environmental Engineer
City of Oak Creek, Engineering
8040 South 6th Street
Oak Creek, WI 53154
swinnen@oakcreekwi.org
414-766-7034

6. Modifications to the Agreement

Any modification to this Agreement will be in writing and signed by both Parties.

7. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement shall continue in full force and effect.

8. Applicable Law

This Agreement shall be governed by the laws of the State of Wisconsin.

9. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will try to resolve it with the help of a mutually acceptable mediator in Milwaukee County. The Parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the Parties refer it to a mediator, then either Party may take the matter to court. Venue in any action brought under this Agreement is proper only in the Circuit Court for Milwaukee County.

10. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

11. Authority of the Signatories

Each person signing this Agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

12. Indemnification

The District and the City will be liable for their own negligent acts, errors, and omissions. If litigation requires one Party to respond for the acts, errors, or omissions of the other Party, then the other Party will hold the responding Party harmless for any losses, damages, costs, or expenses, including, but not limited to, reasonable attorney's fees and litigation expenses.

13. Insurance

The parties shall be responsible for maintain appropriate insurance or self-insured limits. The District will ensure its contractor(s) maintains at least \$1,000,000 commercial general liability insurance.

**MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT**

CITY OF OAK CREEK

By: _____
Kevin L. Shafer, P.E., Executive Director

By: _____
Daniel Bukiewicz, Mayor

Date: _____

Date: _____

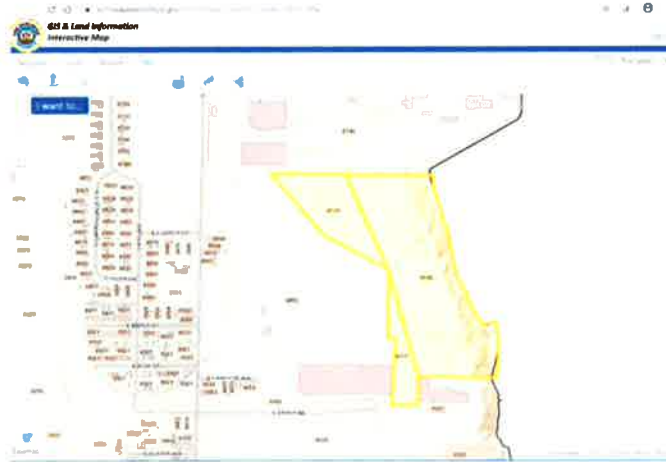
Approved as to form

Approved as to form

Attorney for the District

Attorney for the City

Figure 1
Receiving Site Location



Parcel Addresses:

8730 S. 5th Avenue, Oak Creek, Wisconsin 53154

9010 S. 5th Avenue, Oak Creek, Wisconsin 53154

8740 S. 5th Avenue, Oak Creek, Wisconsin 53154

Figure 2

Wilson Park Creek Reach 3, Phase 1 Project Location



Figure 3

Non-Impacted Soil from Wilson Park Creek Reach 3, Phase 1

Non-Impacted Soil to be delivered to Receiving Site is that volume contained within the proposed storage basin footprint less the volumes (areas) identified as impacted or not acceptable to the City of Oak Creek as identified on the legend.



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 10/6/2020 License Committee Report.

Fiscal Impact: License fees in the amount of 700.00 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:
 - * Iqamdeep S. Hans (Kwik Trip) * Nathan W. Koch (Gastrau's)
 - * Scot Dorow (Charcoal Grill)
2. Grant a Change of Agent for the Class A Combination alcohol license issued to Kwik Trip, Inc., dba Kwik Trip #976, 6300 S. 27th St., from Steven Ward to Michael Meszaros.
3. Grant an Amusement Device Operator and Device Licenses to Riley's Amusement LLC, 7900 Stone Creek Way, Caledonia.

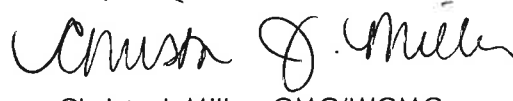
Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Attachments: none

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the September 30, 2020 Vendor Summary Report in the total of \$869,346.58.

Fiscal Impact: Total claims paid of \$869,346.58.

Critical Success Factor(s):

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

Background: Of note are the following payments:

1. \$105,756.00 to Advanced Disposal (pg #1) for August trash and recycling pickup.
2. \$5,491.00 to Baycom, Inc. (pg #3) for arbitrator for Squad 11.
3. \$68,132.14 to Benistar (pg #3) for October Medicare supplement insurance.
4. \$12,356.45 to E. H. Wolf & Sons, Inc. (pg #7) for fuel inventory.
5. \$34,434.18 to Edgewater Resources, LLC (pg #7) for initial design and permitting for Peter Cooper bluff.
6. \$6,496.00 to The Explorium Brewpub (pg #26) for beer inventory at Oak Creek Beer Garden.
7. \$74,084.98 to Globe Contractors, Inc. (pg #9) for Oakview Subdivision construction payments, Project #18035.
8. \$5,041.02 to Haskin & Karls (pg #10) for legal services.
9. \$10,465.00 to Healics, Inc. (pg #10) for deposit for 2020 Health Risk Assessment.
10. \$12,807.52 to Kansas City Life Insurance Co. (pgs #13-14) for October disability insurance.
11. \$146,259.00 to Landscape Structures, Inc. (pg #15) for Riverton Meadows and Manor Marquette playstructures, Project #20016.
12. \$21,460.22 to MADACC (pg #18) for 4th quarter operating costs, capital projects & 2nd installment debt service.
13. \$6,795.85 to Oak Creek Water & Sewer Utility (pg #19) for digger's hotline and water/sewer quarterly fees.

-
14. \$30,279.69 to Ramboll (pg #21) for consulting related to the evaluation of soil management at former Peter Cooper site.
 15. \$5,000.00 to Reserve Account (pg #22) for postage refill.
 16. \$7,200.83 to Securian Financial Group, Inc. (pgs #23-24) for October employee life insurance.
 17. \$14,000.00 to Southern Police Canine, Inc. (pg #25) for patrol/narcotics detection canine.
 18. \$35,928.14 to Trane (pg #27) for Station 3 temperature control system, Project #20006.
 19. \$33,066.67 to Tyler Technologies, Inc. (pg #27) for consulting services.
 20. \$5,259.78 to Viking Electric Supply, Inc. (pg #27) for street lighting and signal maintenance supplies, Project #17024.
 21. \$49,804.09 to WE Energies (pgs #28-29) for street lighting, electricity & natural gas.
 22. \$9,911.70 to Western Culvery & Supply (pg #29) for DPW supplies.
 23. \$9,725.99 to WI Dept. of Transportation (pg #30) for construction services relating to Ryan Business Park.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Staff Accountant

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Attachments: 9/30/2020 Invoice GL Distribution Report