



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

## COMMON COUNCIL MEETING AGENDA

OCTOBER 19, 2021  
7:00 P.M.

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

### The City's Vision

*Oak Creek: A dynamic regional leader, connected to our community, driving the future of the south shore.*

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 10/5/2021

### New Business

4. **Motion:** Consider a *motion* to confirm the Mayor's appointment of Sara Kawczynski as the next City Treasurer, effective October 27, 2021 (by Committee of the Whole).
5. **Motion:** Consider a *motion* to confirm the Mayor's appointment of Matthew Sullivan as the next City Engineer, effective January 8, 2022 (by Committee of the Whole).
6. **Motion:** Consider a *motion* to approve the Police Chief job description (by Committee of the Whole).
7. **Informational:** Annual Tax Increment District (TID) Review Presentation.

### FIRE

8. **Resolution:** Consider *Resolution* No. 12269-101921, authorizing participation in the Milwaukee County Equipment Sharing Agreement between the City of Oak Creek Fire Department and other Milwaukee County municipal fire agencies (by Committee of the Whole).

### PUBLIC WORKS

9. **Motion:** Consider a *motion* to enter into a three-year agreement with GFL Environmental Services for collection of refuse and recycling in a combined bid amount of \$3,717,861.00 (by Committee of the Whole).

**ENGINEERING**

10. **Resolution:** Consider *Resolution* No. 12265-101921, approving a Storm Water Management Practices Maintenance Agreement with F Street OCLV, LLC for the Lakeshore Commons development located at S. 5<sup>th</sup> Avenue and Lake Vista Parkway (Tax Key Nos. 868-9993-001, 868-9994-002, 868-9996-002) (4<sup>th</sup> District).
11. **Motion:** Consider a *motion* to award the Parking Lot Repaving-OCPD unit price contract to the lowest responsive, responsible bidder, Cornerstone Pavers, LLC, at the estimated cost of \$57,286.25 (Project No. 17006) (5<sup>th</sup> District).

**LICENSE COMMITTEE**

12. **Motion:** Consider a *motion* to grant the various license requests as listed on the 10/19/21 License Committee Report (by Committee of the Whole).

**VENDOR SUMMARY**

13. **Motion:** Consider a *motion* to approve the October 13, 2021 Vendor Summary Report in the total amount of \$1,776,934.13 (by Committee of the Whole).

***Adjournment.***

**Public Notice**

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, by fax at 766-7976, or by writing to the ADA Coordinator at the Oak Creek Health Department, 8040 S. 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.

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

**COMMON COUNCIL REPORT**

**Item:** Appointment of City Treasurer

**Recommendation:** That the Common Council confirms (via motion) the Mayor's Appointment of Sara Kawczynski as the next City Treasurer, effective October 27, 2021.

**Fiscal Impact:** n/a

**Critical Success Factor(s):**

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

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**Background:** Current City Treasurer, Barb Guckenberger, tendered her retirement notice on September 24, 2021, with an effective date of November 1, 2021. The City thanks Barb for her nearly two decades of service to the City.

The position was posted internally for five days, giving existing staff an opportunity to apply. The City has one internal applicant: current Deputy Treasurer Sara Kawczynski.

The Mayor is offering the appointment to Sara, and per Municipal Code Ch 2., said appointment is subject to confirmation by the Common Council. The City Administrator's Office also concurs with the Mayor's appointment, and the HR Division notes that Sara's educational, licensure, and work experience/ background satisfies those certain requirements for the City Treasurer position. Barb has engaged in succession planning with Sara for the last two years, and we know Sara would continue to serve the City superbly in this new role.

**Options/Alternatives:** The Common Council could not confirm the Mayor's appointment at which time the Council would need to provide direction as to next steps for filling the position.

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Prepared and Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

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Attachments: none

## COMMON COUNCIL REPORT

**Item:** Appointment of City Engineer

**Recommendation:** That the Common Council confirms (via motion) the Mayor's Appointment of Matthew Sullivan as the next City Engineer, effective January 8, 2022.

**Fiscal Impact:** n/a

**Critical Success Factor(s):**

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

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**Background:** Current City Engineer, Mike Simmons, tendered his retirement notice on July 2, 2021, with an effective date of January 7, 2022. The City thanks Mike for his nearly three decades of service to the City.

The position was posted internally for five days, giving existing staff an opportunity to apply. The City has one internal applicant: current Assistant City Engineer, Matthew Sullivan.

The Mayor is offering the appointment to Matt, and per Municipal Code Ch 2., said appointment is subject to confirmation by the Common Council. The City Administrator's Office also concurs with the Mayor's appointment, and the HR Division notes that Matt's educational, licensure, and work experience/ background satisfies those certain requirements for the City Engineer position. We know Matt would continue to serve the City superbly in this new role.

**Options/Alternatives:** The Common Council could not confirm the Mayor's appointment at which time the Council would need to provide direction as to next steps for filling the position.

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Prepared and Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

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Attachments: none

## COMMON COUNCIL REPORT

Item No. 6

**Item:** Updated Police Chief Job Description

**Recommendation:** That Council approves the Job Description for Police Chief

**Fiscal Impact:** n/a

**Critical Success Factor(s):**

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

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**Background:** Since the announcement of the retirement of Steven Anderson, the Police & Fire Commission (PFC) have been discussing the recruitment for the new Police Chief. Scott Koenig of the PFC has been working with the City staff to update the Police Chief job description, with the intent to post the position internally as the first step in the PFC's hiring process.

Changes to the Job Description were non-substantive. Updates were made to the "Supervision/Accountability" section to match changes made to the same section during the Fire Chief recruitment in 2019.

**Options/Alternatives:** Council could make any changes it deems appropriate to the Job Description; however, the staff does seek approval now to allow the PFC's hiring process to move forward.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Judy Rogers  
Human Resources Manager

Fiscal Review:



Maxwell Gagrin, MPA  
Assistant City Administrator/Comptroller

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**Attachments:** Updated Police Chief Job Description



**OAKCREEK**  
— WISCONSIN —

**Position:** Police Chief  
**Department:** Police

**Unit:** Non-Union  
**FLSA Status:** Exempt

### **Summary Description**

The Chief of Police is the chief executive and administrative officer of the Police Department. The Chief performs supervisory and administrative work in planning, organizing, coordinating and directing the activities of the Police Department.

### **Supervision/Accountability**

Accountable to the Mayor (under Wis. Stats.62.09 (8)(a), City Administrator (under Ch.2 Government and Administration, City Ordinance), Common Council, and the Police and Fire Commission (under Wis. Stats. 62). Position exercises direct and indirect supervision over all employees of the Police Department.

### **Major Duties/Essential Functions**

Plans, coordinates and provides overall direction for the various program activities of the department including administrative line and staff operations and departmental research and planning.

Develops and revises the department's operating policies and procedures in accordance with applicable laws and the department's rules and regulations; has final authority within given laws, rules and regulations over all aspects of the department's activities.

Establishes department organization, including channels of authority, responsibility and communications; revises departmental organization to maximize efficiency; coordinates police department activities with appropriate City, County, State and other law enforcement agencies.

Represents the Police Department in a variety of meetings with City officials, other law enforcement agencies, community and business representatives and the public on all aspects of the department's activities; answers inquiries and complaints; provides community relations programs.

Plans and implements a law enforcement program for the City in order to better carry out the policies and goals of City Council, Mayor and City Administrator; ensures that laws and ordinances are enforced and that the public peace and safety is maintained; reviews Department performance and effectiveness, formulates programs or policies to alleviate deficiencies.

Supervises and coordinates the preparation and presentation of an annual budget for the Department; directs the implementation of the department's budget; plans for and reviews

specifications for new or replaced equipment; ensures that fiscal goals and policies are administered appropriately within the Department.

While meeting the goals and priorities established by the City Council, sets the vision for the department and defines important and strategic efforts to improve the department over time; delegates certain responsibilities to officers through which officers can apply the visionary goals and internalize such objectives as important.

In cooperation with the City Administrator, implements and ensures adherence to labor contracts and other personnel rules and regulations for members of the Department; administers appropriate discipline when necessary and in compliance with Wisconsin Statutes; assists City Administrator with labor negotiations.

Serves City Council, committees and administrative staff by assisting in the review of policies, procedures, proposals or any other matters that would be strengthened by the review of the Police Department; staffs and coordinates functions of the Public Safety Committee; regularly attends meetings of the City Council, particularly when agenda items or other general items may best be addressed by the Chief of Police; attends other meetings as necessary.

Reviews reports and correspondence prepared by subordinates to be sent to outside destinations; composes correspondence dealing with subject matter in ways that call for considerable discretion, judgment and negotiation authority; replying to inquiries presenting or requesting information.

Attends conferences and meetings to keep abreast of current trends in the field; represents the City Police Department in a variety of local, county, state and other meetings.

Supervises and, if necessary, performs the following functions: patrol, investigative, court and administrative functions, traffic, arrest/apprehension, and communication.

Responsible for maintaining an appropriately trained and skilled work force consistent with the work load and planned needs of the department. Reviews work progress of subordinates; evaluates work and formulates plan for improvements. Maintains conformance with established work rules and regulations and administers necessary disciplinary actions.

Responsible for ensuring that all personnel adhere to the guidelines set forth in the Incident Command System and utilize it when managing various incidents set forth in the Department's operating procedures.

Uses principles, techniques and procedures for evaluating individual, work unit and agency performance; keen to efficiency measures and up-to-date on new methods and practices that can create advanced performance and efficiency within the Department.

Responsible for monitoring, assessing and planning for the timely replacement/upgrade of department equipment, including vehicles, vehicle equipment, safety equipment, facility features,

communications equipment, computers and technology items, and general office equipment. Intermediate knowledge of all departmental equipment is expected.

**Minor Duties/Responsibilities**

Maintains close communication with neighboring municipalities for the purpose of sharing new ideas and concepts within the criminal justice community and municipal government.

Makes appearances and speak before social and civic groups as appropriate in the best interest of the department and the community.

Serves as chief spokesperson for the Department. Shall personally authorize or delegate the responsibility to authorize the release of all public information providing daily news information when required.

Assists the Police and Fire Commission in the development of policies and the adoption of practice governing the recruitment, screening, testing and selection of police officers; advises and assists the Police and Fire Commission in matters related to the promotion and retention of officers within the department.

Responsible for notification to other City departments of any violations of City ordinances or regulations not in the primary area of responsibility of this position.

Shall provide necessary emergency medical assistance as required within the scope of his/her training.

Performs the duties of a police officer as required.

Performs other duties as assigned in writing by the mayor or common council (as a whole).

**Knowledge**

Thorough knowledge of administration, including budget development and control, personnel and purchasing management, administrative prerogatives and responsibilities. Thorough knowledge of department policies, procedures, and rules governing the operation of the Police Department. Advanced knowledge of modern police principles, supervision, and management techniques. Have a thorough knowledge of court procedures. Considerable knowledge of principles and practices of supervision including assigning, evaluating, and modification of work; considerable knowledge of payroll/personnel practices including, overtime, holiday, sick and vacation requirements, grievance and disciplinary procedures; duty and non-duty injury requirements; extensive knowledge of City geography. Thorough knowledge of occupational hazards and standard safety precautions necessary in the work. Thorough understanding of management and labor relations in a union environment and the statutory provisions governing municipal labor relations.



**Skill/Ability**

Carries out duties in conformance with Federal, State, County, and City laws and ordinances. Shall be thoroughly familiar with and responsible for following all department rules, regulations, policies, and procedures pertaining to the performance of a police officer's duties.

Must be physically able to perform the duties required of a police management position and of a police officer.

Must be a proven leader, an exceptional communicator and able to thoughtfully represent the interests of the Department and the City, with a high level of community engagement.

Considerable ability to accept responsibility, to make decisions, to delegate responsibility, and to motivate a large number of people toward a coordinated effort. Ability to effectively use time and resources to accomplish activities; supervising others and maintaining effective relations with those encountered in the course of work. Ability to evaluate programs and needs of the police function and to suggest improvements. Ability to teach standard police procedures, emergency aid and crime prevention techniques; Ability to establish and maintain effective interpersonal relationships with employees, other departments, and the public. Considerable ability to communicate effectively verbally and in writing with the public, Common Council, the news media, and other law enforcement professionals. Ability to use computer and Mobile Data Computer (MDC) equipment to access, retrieve, or input information. Ability to qualify as required by the department in the use of all weapons authorized for his/her use. Ability to learn the applicable laws, ordinances, and department rules and regulations; Ability to perform work requiring good physical condition; Considerable ability to exercise sound judgment in evaluating critical situations and in making decisions; Ability to learn the City's geography. Skilled in all types of equipment and vehicle operation. Ability to develop standard safety practices and procedures; Ability to speak and understand the English language fluently and use proper grammar, punctuation and spelling. Ability to prepare, organize and maintain office data, reports and systems; Ability to perform required mathematical computations. Ability to work independently with only occasional review of work performance or records.

**Education/Experience**

Any combination equivalent to education and experience that provides the required knowledge and skills is qualifying. Must have a minimum of a baccalaureate degree in police science, law enforcement, criminal justice, public administration or a closely related field from an accredited college or university and a minimum of (10) years of law enforcement experience and a minimum of three (3) years of management experience which must have been equivalent to police lieutenant or higher. Must be capable of obtaining the State of Wisconsin police officer certification within six (6) months of employment.

**Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required. Must be physically capable of moving about on incident scenes. While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is regularly required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**License/Certifications**

Certified Police Officer by the Wisconsin Department of Justice, Division of Training and Standards. Possession of a valid Wisconsin motor vehicle operator’s license is required within six (6) months. Loss of license or certification may be cause for demotion or termination.

*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*

  
\_\_\_\_\_  
City Administrator

  
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Human Resources Manager

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President OC Police and Fire Commission

**Revision History:**  
October 19, 2021  
August 1, 2016

## COMMON COUNCIL REPORT

**Item:** Annual Tax Increment District (TID) Review Presentation

**Recommendation:** N/A

**Fiscal Impact:** N/A

**Critical Success Factor(s):**

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

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

**Options/Alternatives:** N/A

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared and Fiscal Review:



Maxwell Gagrin, MPA  
Assistant City Administrator / Comptroller

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**Attachments:** Annual Tax Increment District (TID) Presentation



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# Annual Tax Increment District Review

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October 19, 2021

# Presentation Outline

- Overview/Understanding of Tax Increment Financing (TIF)
- The 12% Test
- Status of Oak Creek's TIDs
- Questions & Answers

# TIF v. TID

- TIF (Tax Increment Financing)
  - An economic development tool available for municipalities to expand its property tax base, where the development would not occur without public assistance
- TID (Tax Increment District)
  - The contiguous geographical area within a municipality identified for development using TIF
  - A TID consists of whole units of property assessed for general property tax purposes not including railroad right of ways, rivers or highways, or wetlands

# TIDs by the Numbers

- As of April 16, 2021, Wisconsin has 1,352 active TIDs
- There are 129 active TIDs in Milwaukee County
  - EVERY city has at least 1 TID
  - Three villages – Bayside, Fox Point, River Hills – do not have a TID
- As of January 1, 2021, the equalized value of all active TIDs in Wisconsin was \$44.0 billion
- The **ONLY** meaningful tool available to Wisconsin municipalities to engage in economic development

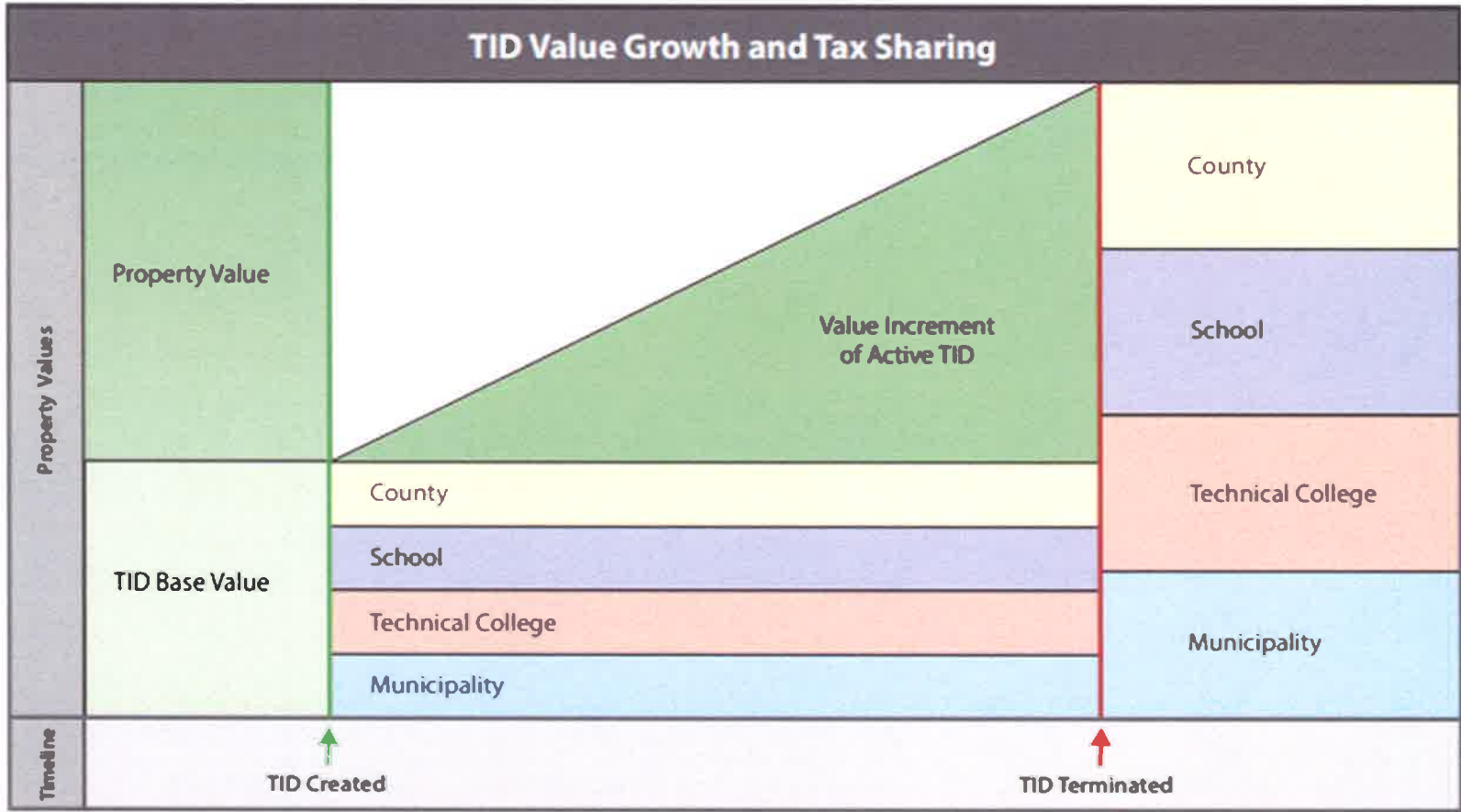
# Common Misconceptions

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



# TIF: Understanding the Financing Mechanism

- Base value = the equalized value of the real and personal property located within the TID as of the valuation date
- Increment value = the difference in equalized value between the base value and the current value of the TID
- Ex: on a \$15,000,000 property, full tax revenue is \$326,100. The City's portion it keeps for City operations/finances is \$94,950
- If this property was in a TID, the TID keeps the full tax revenue vs. just the City portion of taxes to repay TID expenses
- When the TID "terminates" all taxing jurisdictions get the higher tax revenues generated by development in the TID

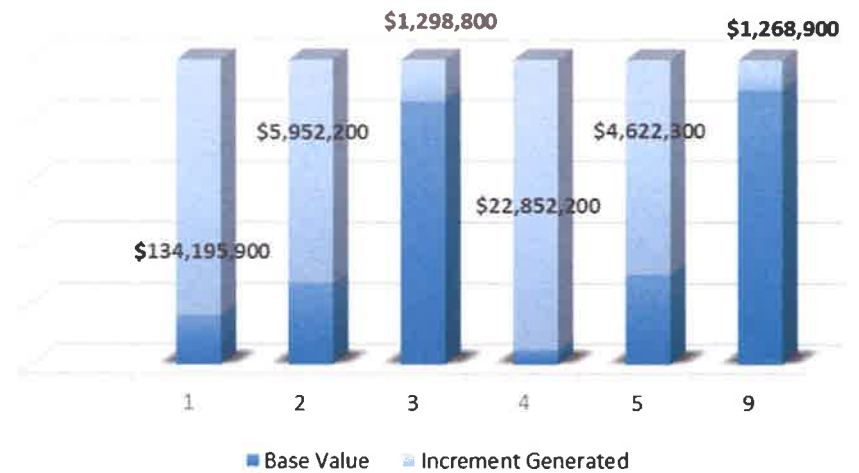


# History of Early TID Closure & New Tax Base Generated

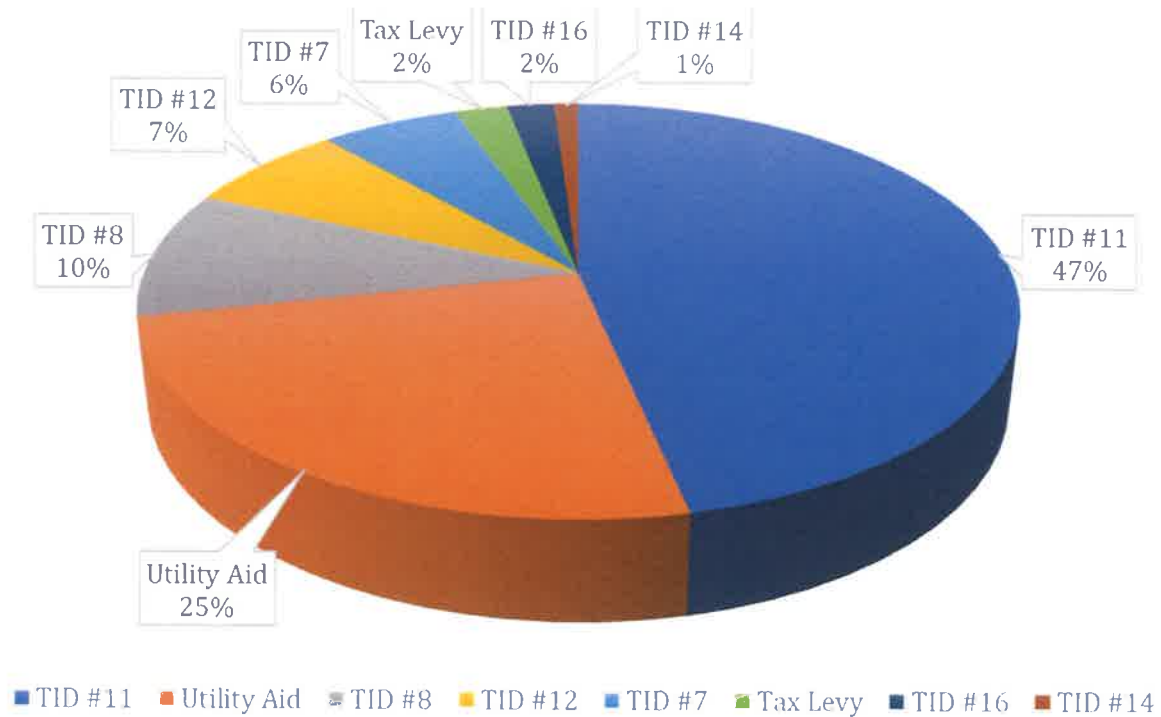
Early Closure



Value Generated



# G.O. Debt by Funding Source



# 12% Test Calculation

- The equalized value of the new or amended TID, plus the value increment of all existing TIDs cannot exceed 12% of the total equalized value within the municipality

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

<b>City Equalized Value (1/1/21)</b>	<b>\$4,618,317,600</b>
<b>12% of City Equalized Value</b>	<b>\$554,198,112</b>
<b>TID No.</b>	<b>1/1/21 Increment</b>
TID #6	\$18,271,700
TID #7	\$85,580,400
TID #8	\$103,140,500
TID #10	\$20,619,200
TID #11	\$181,334,400
TID #12	\$56,265,500
TID #13	\$765,800
TID #14	\$8,917,900
TID #15	\$4,474,900
TID #16	\$177,071,100
<b>TOTAL</b>	<b>\$656,441,400</b>



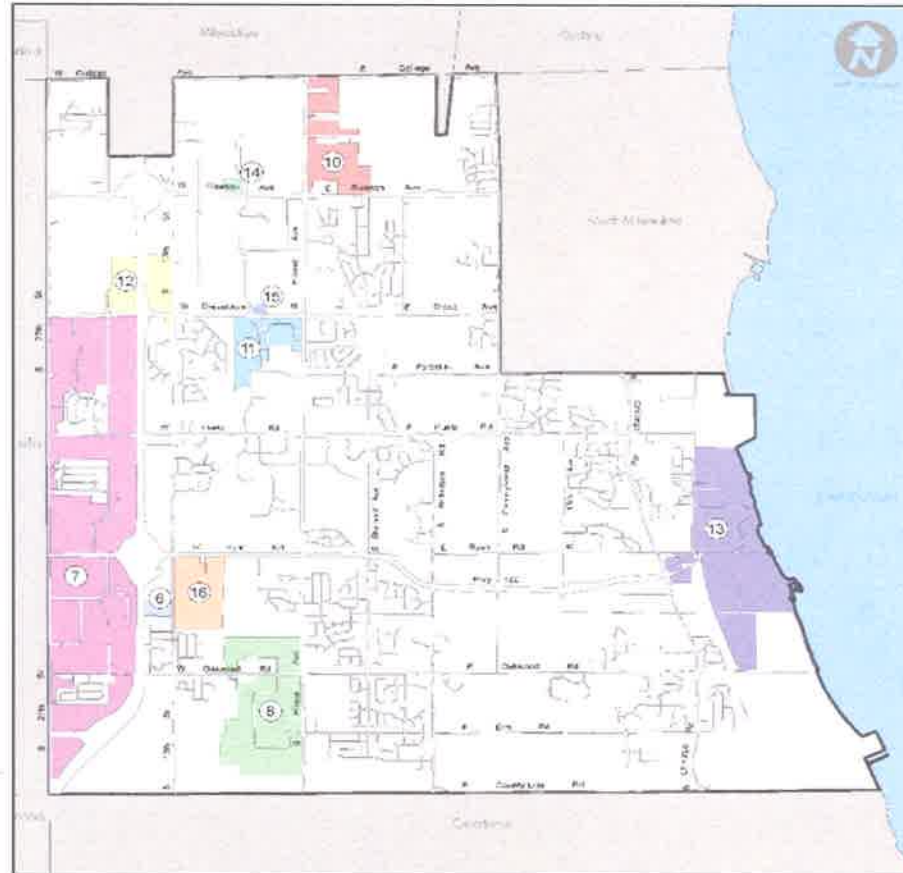
# Status of Oak Creek's TIDs



**OAKCREEK**  
— WISCONSIN —

## Active Tax Incremental Districts

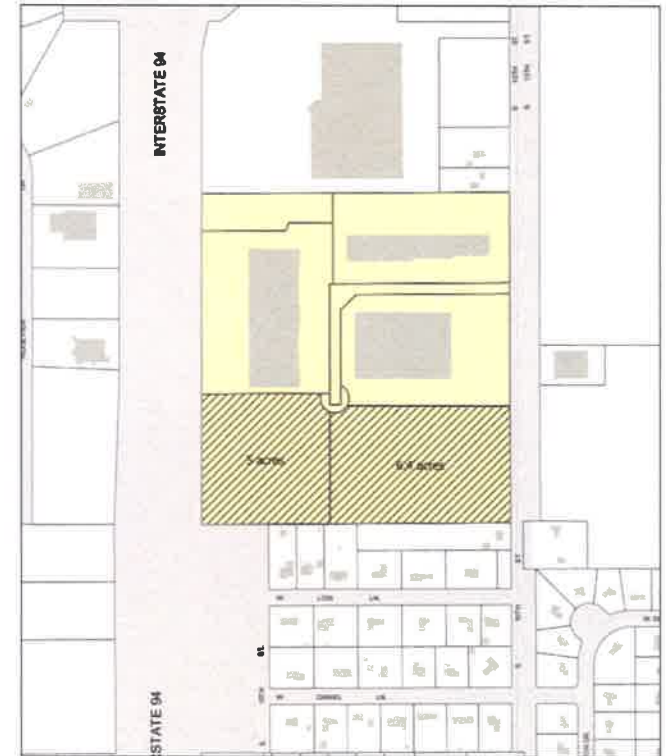
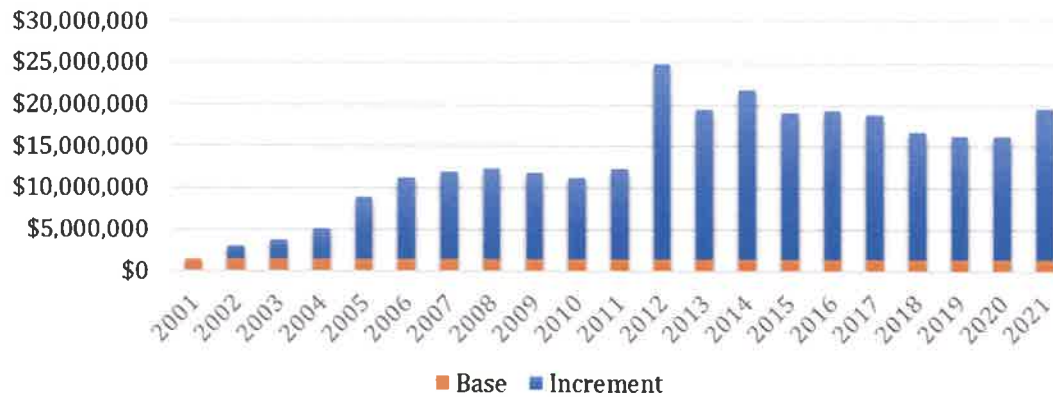
	TID 6		TID 10		TID 13
	TID 7		TID 11		TID 14
	TID 8		TID 12		TID 15
					TID 16



**OAKCREEK**  
— WISCONSIN —

# TID No. 6 – Creekside Corporate Park

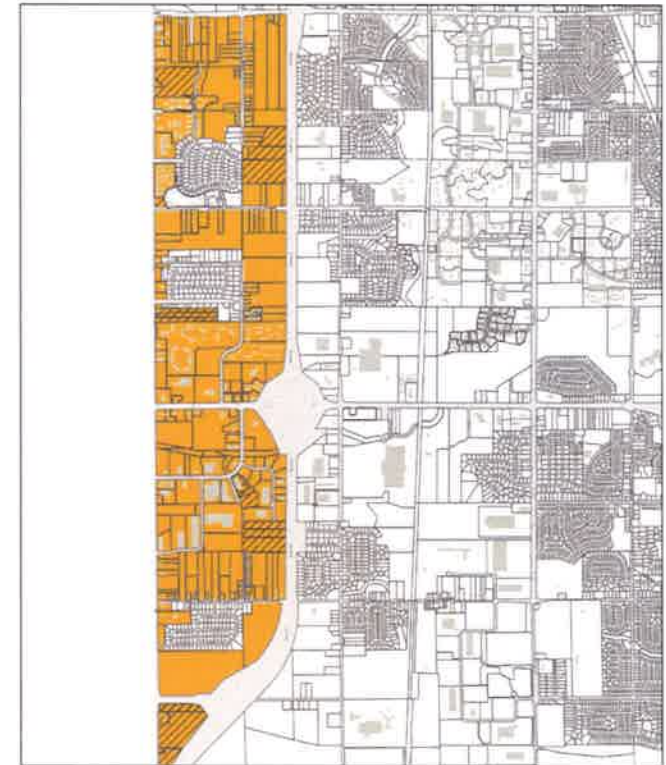
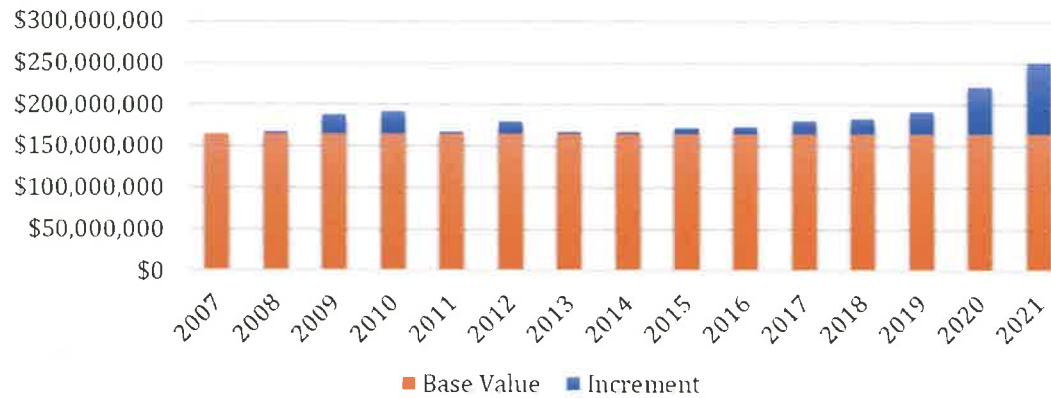
- Creation Date = 10/17/2000
- Termination Date = 10/17/2023
- Type = Industrial
- Remaining acres = 11.4
- Increment (1/1/2021) = \$18,271,700
- Fund Balance (12/31/2020) = \$99,921
- Outstanding G.O. Debt = \$0
- Active FDAs = None





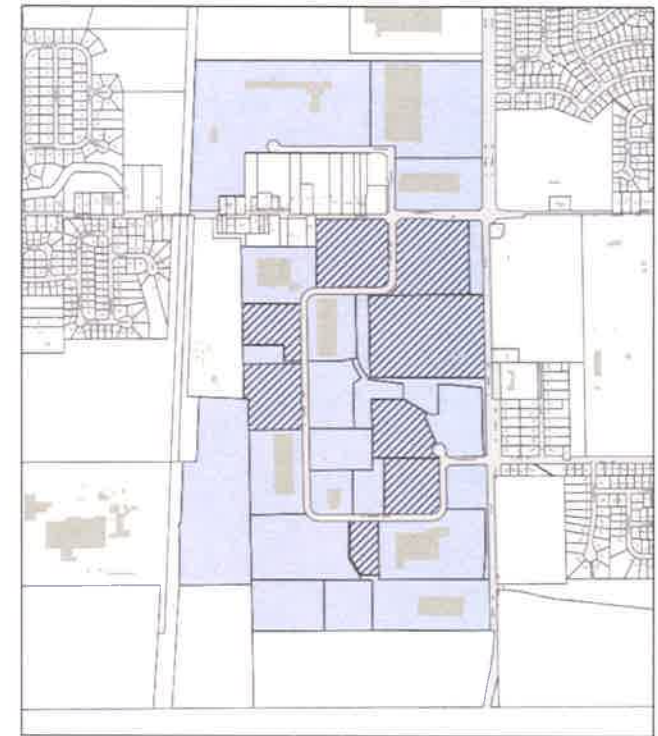
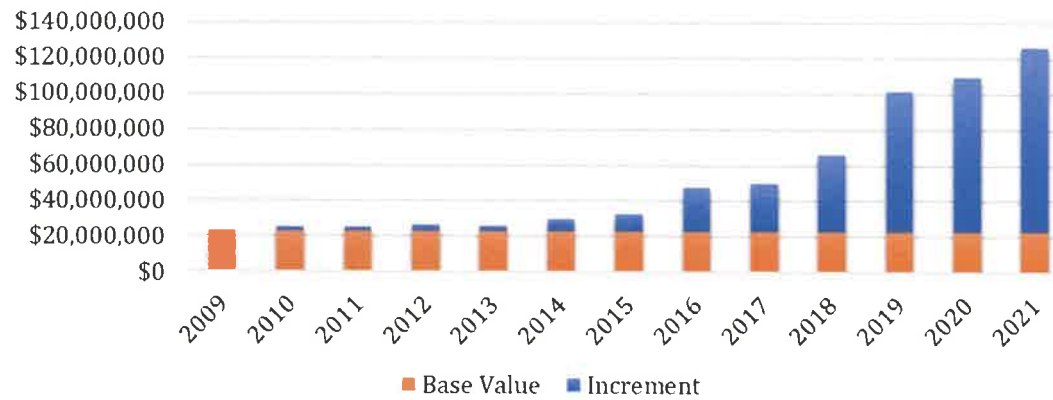
# TID No. 7 – 27<sup>th</sup> Street Corridor

- Creation Date = 4/17/2007
- Termination Date = 4/17/2027
- Type = Mixed Use
- Remaining acres = 144
- Increment (1/1/2021) = \$85,580,400
- Fund Balance (12/31/2020) = \$46,550
- Outstanding G.O. Debt = \$5,750,000
- Active FDAs = One
  - Liberty Trust (PAYGO)



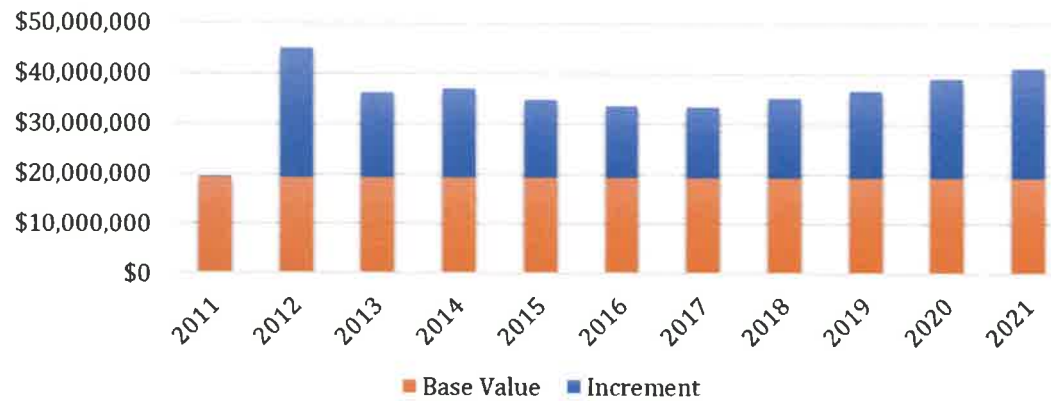
# TID No. 8 – Oakview Business Park

- Creation Date = 1/1/2009
- Termination Date = 1/1/2029
- Type = Mixed Use
- Remaining acres = 90
- Increment (1/1/2021) = \$103,140,500
- Fund Balance (12/31/2020) = \$(817,619)
- Outstanding G.O. Debt = \$9,470,000
- Active FDAs = Two
  - Stella & Chewy's (PAYGO)



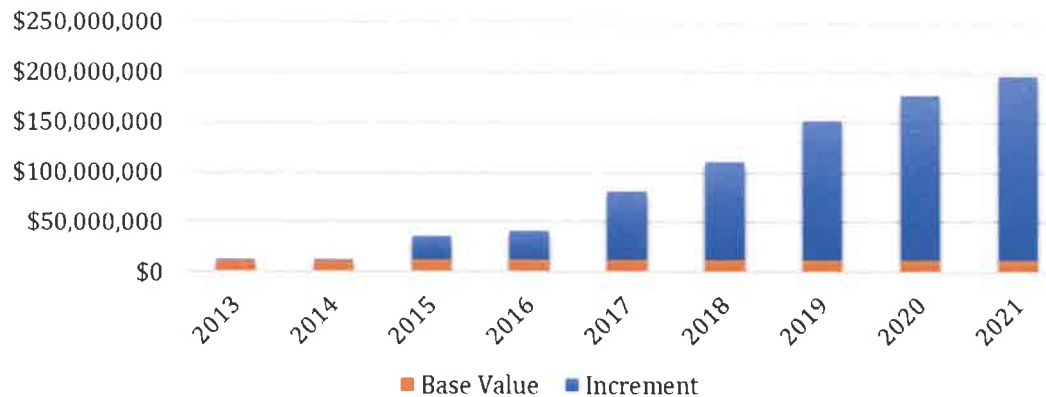
# TID No. 10 – Master Lock

- Creation Date = 9/7/2010
- Termination Date = 9/7/2030
- Type = Mixed Use
- Remaining acres = 28
- Increment (1/1/2021) = \$21,922,800
- Fund Balance (12/31/2020) = \$938,824
- Outstanding G.O. Debt = \$0
- Active FDAs = One
  - Master Lock (PAYGO)



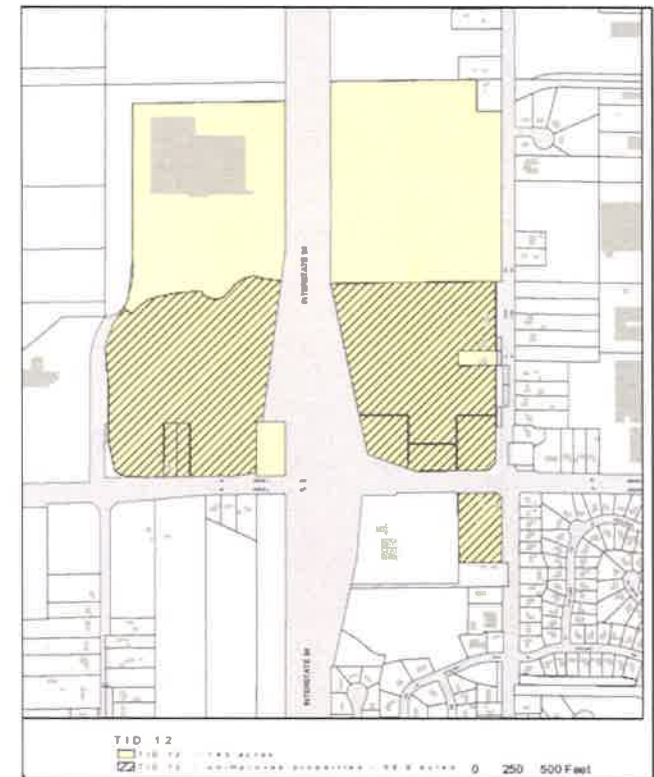
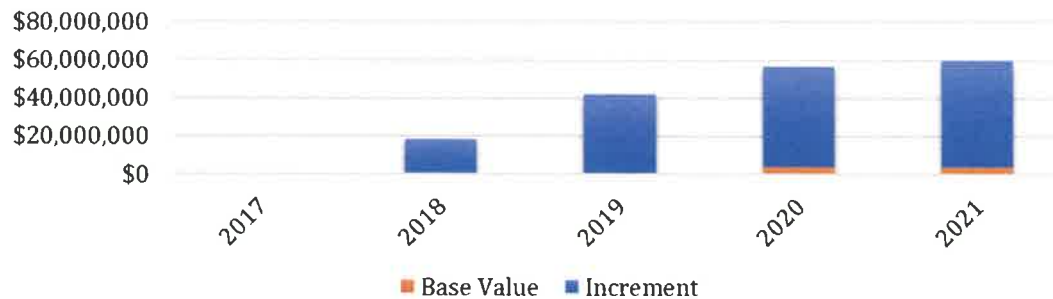
# TID No. 11 – Drexel Town Square

- Creation Date = 4/3/2012
- Termination Date = 4/3/2032
- Type = Mixed Use
- Remaining acres = 12.2
- Increment (1/1/2021) = \$183,954,200
- Fund Balance (12/31/2020) = \$657,143
- Outstanding G.O. Debt = \$44,470,000
- Active FDAs = Seven



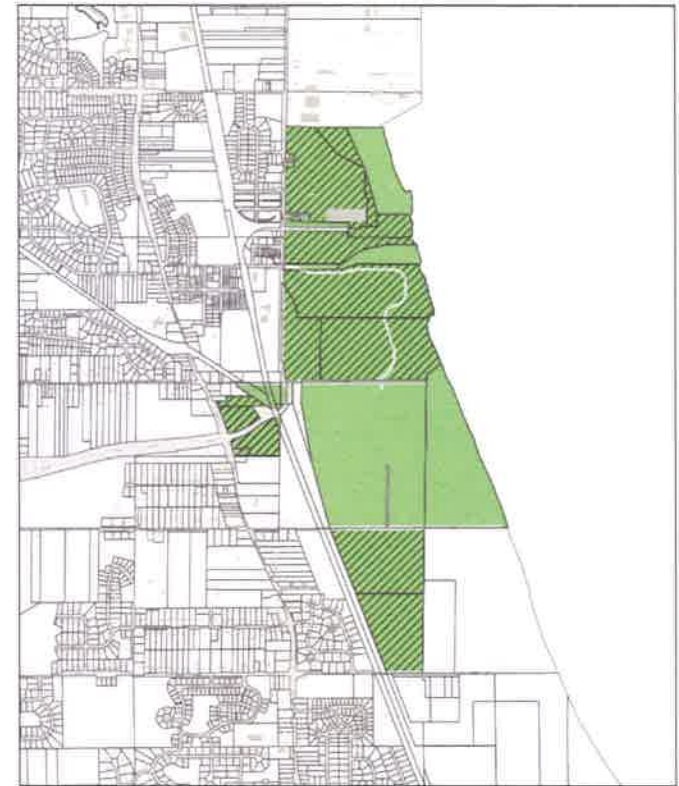
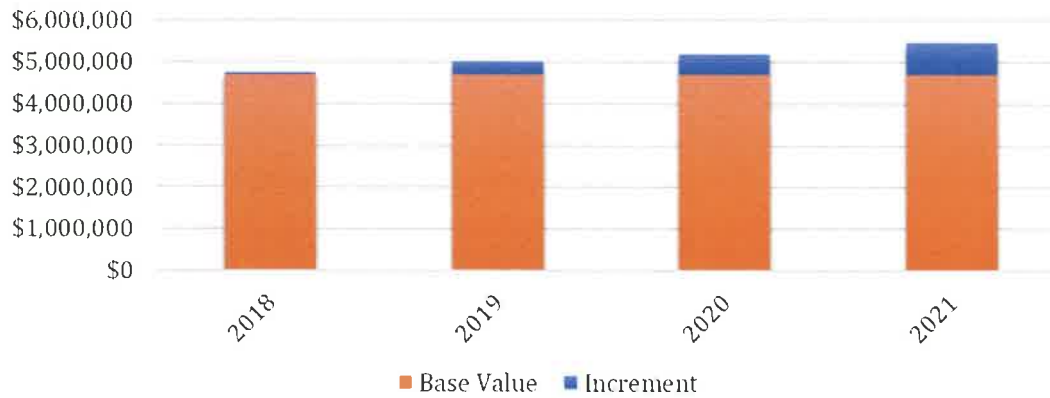
# TID No. 12 – IKEA

- Creation Date = 7/20/2016
- Termination Date = 7/20/2036
- Type = Mixed Use
- Remaining acres = 58.8
- Increment (1/1/2021) = \$56,265,500
- Fund Balance (12/31/2020) = \$2,586,438
- Outstanding G.O. Debt = \$6,770,000
- Active FDAs = Three
  - IKEA (PAYGO)
  - Highgate (PAYGO)
  - Stand Rock Hospitality (Upfront + PAYGO)



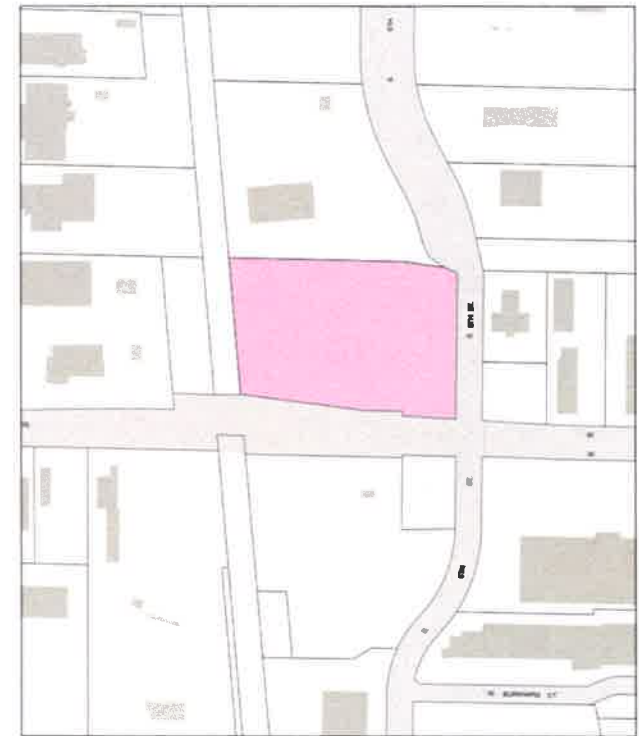
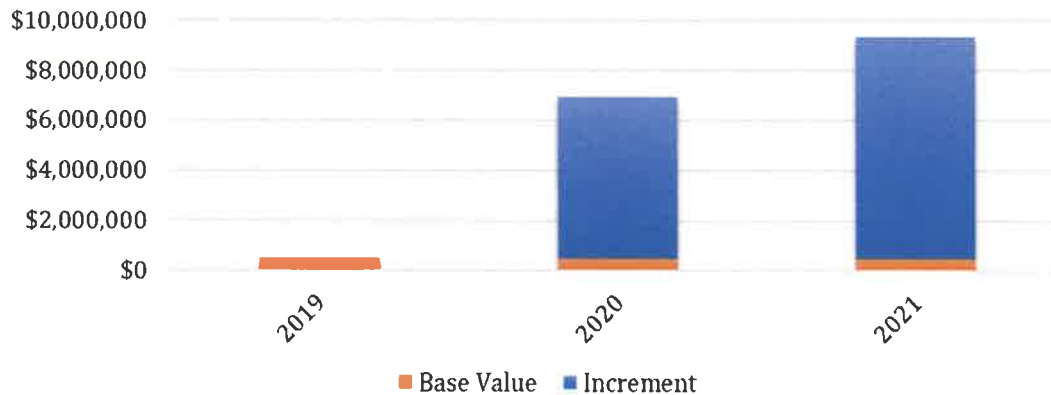
# TID No. 13 – Lakefront

- Creation Date = 5/16/2017
- Termination Date = 5/16/2044
- Type = Blighted
- Remaining acres = 356
- Increment (1/1/2021) = \$765,800
- Fund Balance (12/31/2020) = \$240,875
- Outstanding G.O. Debt = \$0
- Active FDAs = One
  - F Street Group (Upfront + PAYGO)



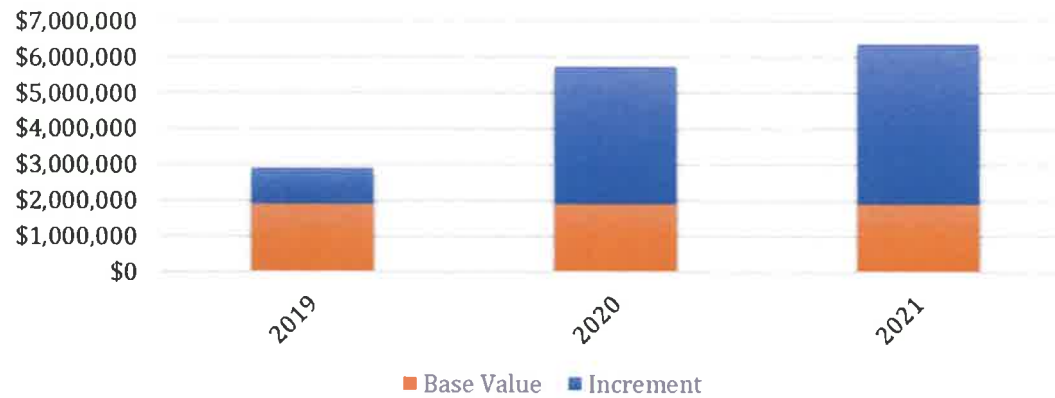
# TID No. 14 – 6<sup>th</sup> St. & Rawson Ave.

- Creation Date = 4/13/2018
- Termination Date = 4/13/2046
- Type = Blighted
- Remaining acres = 0
- Increment (1/1/2021) = \$8,917,900
- Fund Balance (12/31/2020) = \$(21,257)
- Outstanding G.O. Debt = \$1,020,000
- Active FDAs = One
  - HSA Rawson (Upfront + PAYGO)



# TID No. 15 – Drexel Ave. & 6<sup>th</sup> St.

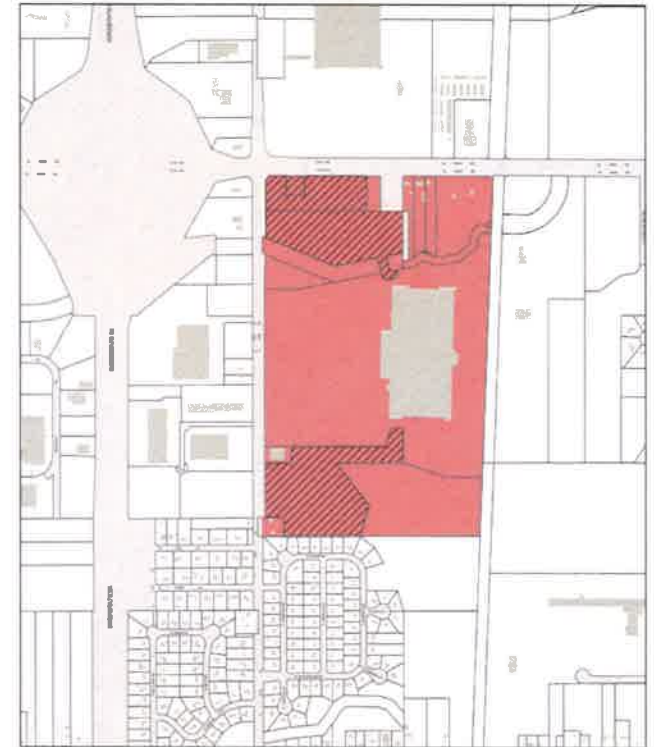
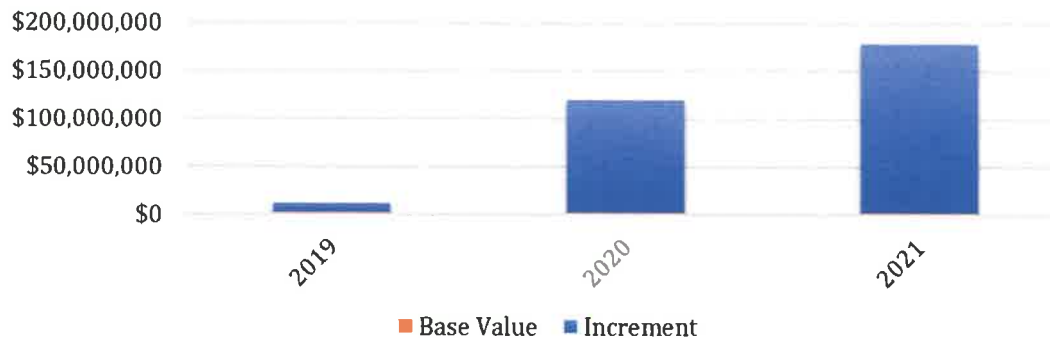
- Creation Date = 4/13/2018
- Termination Date = 4/13/2046
- Type = Blighted
- Remaining acres = 0
- Increment (1/1/2021) = \$4,474,900
- Fund Balance (12/31/2020) = \$(16,246)
- Outstanding G.O. Debt = \$0
- Active FDAs = One
  - I-Kenosha (PAYGO)





# TID No. 16 – Ryan Business Park

- Creation Date = 8/21/2018
- Termination Date = 8/21/2038
- Type = Mixed Use
- Remaining acres = 34.2
- Increment (1/1/2021) = \$177,071,100
- Fund Balance (12/31/2020) = \$109,713
- Outstanding G.O. Debt = \$1,970,000
- Active FDAs = Two
  - Ryan Business Park LLC (Upfront)
  - Commerce 94 Project (PAYGO)



Q&A



## COMMON COUNCIL REPORT

**Item:** Fire Department Equipment Sharing Agreement

**Recommendation:** That the Common Council approves Resolution 12269-101921 authorizing participation in the Milwaukee County Equipment Sharing Agreement between the City of Oak Creek Fire Department and other Milwaukee County municipal fire agencies.

**Fiscal Impact:** This agreement does not incur a direct fiscal impact. Conditions that may incur costs associated with the usage, borrowing, or lending of equipment are identified in the agreement.

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

**Background:** This recommended Equipment Sharing Agreement outlines the responsibilities and parameters associated with the operation and/or sharing of fire and emergency medical equipment between the Oak Creek Fire Department and other Milwaukee County fire departments. The agreement describes the responsibilities for both just-in-time and short-term sharing operations.

Similar to other Milwaukee County Fire Departments, the Oak Creek Fire Department utilizes mutual aid resources during certain incidents. To help maintain a safe and efficient emergency scene, this agreement establishes the framework for the operation of another department's apparatus or vehicles when necessitated by conditions. Additionally, the agreement outlines the requirements associated with the sharing of apparatus or equipment between departments. This sharing agreement allows departments that are experiencing fleet shortages to borrow available apparatus on a short-term basis.

**Options/Alternatives:** NA

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Michael A. Kressuk, Jr  
Fire Chief

Fiscal Review:

*Maxwell Gagin*

Maxwell Gagin, MPA

Assistant City Administrator / Comptroller

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Attachments:

Resolution

Milwaukee County Equipment Sharing Agreement

RESOLUTION NO. 12269-101921

RESOLUTION APPROVING THE EQUIPMENT SHARING AGREEMENT  
BETWEEN MILWAUKEE COUNTY FIRE DEPARTMENTS

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek (the "City") that the Equipment Sharing Agreement Between Milwaukee County Fire Departments (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to sign in executing the Agreement.

BE IT FURTHER RESOLVED that, given other Milwaukee County municipalities' pending review and approval, modifications to the Agreement as may be necessary while maintaining the general intent thereof, and that are approved by the Fire Chief and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this \_\_\_\_ day of \_\_\_\_\_, 2021.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

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

**EQUIPMENT SHARING AGREEMENT BETWEEN  
MILWAUKEE COUNTY FIRE DEPARTMENTS**

Pursuant to Wis. Stat. §§ 66.0301 and 66.03125, this Intergovernmental Cooperation Agreement (“Agreement”) is entered into as of the date signed by the respective parties, each a Wisconsin municipal corporation acting by and through its fire department, each with proper authorization to execute this Agreement (herein referred to collectively as “the Parties” or “the Departments” or singularly as “Party” or “Department”) for the sharing of fire and emergency medical services apparatus and equipment. Participating agencies should create a list of equipment eligible for sharing.

**RECITALS:**

The Parties are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin with the power to carry on their business as it is now being conducted under the Constitution, the statutes of the State of Wisconsin, and their respective Municipal Codes.

The Parties are interested in occasionally sharing equipment to ensure efficient and effective operations.

The Parties desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities;

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

**PURPOSE**

The purpose of this Agreement is to create a system for the occasional sharing of motor vehicles, equipment, tools and machinery (collectively referred to in this agreement as “Equipment”) between the Parties for efficiency and effectiveness of operations.

The Parties agree to make available to each other vehicles, equipment, tools, machinery, and related items in the manner and pursuant to the terms and conditions provided in this agreement. A Party supplying Equipment shall be designated the “Provider.” A Party receiving Equipment shall be designated the “Borrower.”

**TERM**

The term of this Agreement shall be two (2) years from the date of execution. Upon mutual agreement of all Parties, this Agreement may be extended for three additional one-year periods.

This Agreement shall be in full force and in effect with the passage and approval of an authorizing ordinance or resolution by all participating member municipalities, in the manner provided by law, and upon the signing of this agreement by the Village President or City Mayor or authorized representative and the comptroller or clerk, as applicable.

## **EQUIPMENT USAGE**

- a. Usage Scenarios. Instances in which Equipment owned by a party to this Agreement is operated by another party to this Agreement shall fall into two categories:
  1. Just In Time Operations: Non-pre-planned operation of equipment
  2. Short-Term Sharing: The Parties agree to permit Equipment to be used pursuant to this agreement for a time period not to exceed thirty (30) days. Equipment usage that exceeds that timeframe will be reassessed by the parties and requires execution of an additional agreement between the parties.
- b. Operator Qualifications. The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record. All equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. In cases of Short-Term Lending, borrower shall make available to Provider upon request proof of training, licensing, and qualifications of operator prior to release of Equipment.
- c. Usage Requirements. Equipment shared under this Agreement shall be used by Borrower's employees only to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose, in a careful manner and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement.

## **JUST IN TIME OPERATIONS**

"Just In Time Operations" are those operations occurring at emergent responses where personnel from assisting agencies may be needed to operate other municipalities' vehicles/apparatus. Early identification of needs is key to assessing and handling these situations, which includes the following considerations:

It is preferred that personnel from the Department owning the vehicle operate the vehicle/apparatus, and, if additional personnel are necessary for mitigating an emergency while the vehicle is being operated, those personnel be requested from a Department that does not own the vehicle/apparatus.

If all personnel from the Department owning the vehicle are needed to mitigate the emergency and a driver is needed to operate an apparatus/vehicle owned by another Department, the following should occur:

1. Officer in charge of apparatus/vehicle needing operation should communicate with the incident commander that assistance is needed in driving the apparatus/vehicle.
2. Incident Commander should identify a driver to assist.

3. The member selected to drive should review the “just in time” training document specific to the vehicle/apparatus.
4. Officer in charge should strongly consider directing the vehicle/apparatus be operated in a non-emergency status during “just in time” operation.
5. Wisconsin Statute pertaining to Emergency Vehicle Operations always applies.
6. The provisions of this agreement relating to negligence shall apply to the aiding Operator.

### SHORT TERM SHARING

a. Borrower Responsible for Charges and Fees. Borrower is responsible for all fines and other liens that might be incurred against equipment shared under this Agreement, and shall hold the Provider harmless from and against any and all fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with the use of shared Equipment.

b. Fuel. Borrower shall be responsible for supplying all fuel used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) are full when Borrower picks up the Equipment, and Borrower shall ensure that the fuel tank(s) are full when it returns the Equipment to Provider.

c. Charges for Equipment. Lender shall not charge Borrower for use of equipment unless there would be reimbursement from a third party.

d. Delivery/Pickup. Borrower shall be responsible for picking up and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree to other arrangements. Equipment may generally be picked up and returned between standard business hours. However, it is understood that when dealing with the necessity of emergency equipment, requests may occur at hours outside of standard business hours.

e. Notification. Borrower shall contact Provider as well in advance as reasonably possible of each pick-up and delivery to confirm. The acceptance of any request is at the discretion and timing of the Provider.

f. Condition of Equipment. Provider shall ensure that any Equipment being shared is serviced consistent with recognized industry standards prior to Borrower’s pick-up.

g. Inspections. Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again when returned. The inspections shall include an examination of the tires on the Equipment, which the Parties must agree are sound at the time Borrower picks up the Equipment, and which must have adequate tread depth to ensure safe and legal operation during the share period. The results of these inspections shall be documented on an Equipment Inspection Form and on a High Wear Item Inspection Form (if used by the provider or borrower). Digital photographs of the equipment should be taken at the time of pickup to ensure that any existing damage is documented appropriately.



h. Operations and Safety Manuals. Provider shall make a copy of all Equipment operation and safety manuals available to Borrower at the time of Equipment delivery.

i. Contact Person. Each Party agrees to appoint a person or persons to act as liaison(s) for each rental request and inspection and to otherwise facilitate the orderly and efficient distribution of equipment-sharing requests and related information. Contacts by agency are as indicated below:

A list of each Department's contact person shall be maintained by the Milwaukee County Association of Fire Chiefs or its designee.

j. Maintenance and Repair of Equipment. Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks and daily pre-trip inspections.

k. Borrower shall be responsible for the following items during the share period:

1. Tire repair and replacement of any damaged tires that cannot be safely repaired;
2. Replacement of any damaged or worn-out tools such as cutting edges and bits;
3. Replacement of any windows or windshields that are cracked or damaged;
4. Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period, including but not limited to replacement of defective lighting or mirrors, adjustment of hinges or latches, adding fluids to correct levels, and adding air to tires. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments as described above, Borrower is to promptly notify Provider of specific issue prior to utilizing Equipment.

Any repairs or replacements made by Borrower pursuant to the requirements of this agreement shall be performed by qualified personnel; specifically, persons or contractors employed by Borrower to maintain and repair Borrower's own fleet equipment.

Notwithstanding anything contained herein to the contrary, Provider shall be responsible for latent defects that may occur during the normal operation of Equipment by borrower.

1. Provider shall be responsible for the repair or replacement of Equipment when:

1. Equipment fails during its normal operation, and;
2. Equipment, is being used as intended by the manufacturer, and;

3. Equipment has received all manufacturer required maintenance during its use by the Borrower.

m. Borrower shall reimburse Provider for the cost of repair or replacement of Equipment when:

1. Operating Equipment outside of its normal operation, or;
2. Operating Equipment in a manner not intended by the manufacturer, or;
3. Operating Equipment without performing required maintenance.

n. Borrower shall not claim damages from the Provider in the form of monetary, lost efficiency or time or consequential damage as a result of equipment failure.

o. Borrower Responsibility for Damage. Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period that is not considered to be normal wear and tear necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items identified in each Provider's Equipment Catalog and as noted on each Provider's Equipment Inspection Form.

1. Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period.
2. Provider shall be responsible for the cost of repairing all Equipment damage due to accidents caused by equipment defects.
3. In cases of equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. Provider shall submit an invoice to Borrower, equal to eighty percent of the current retail market value of the Equipment prior to the damage as determined by an independent appraisal, for any Equipment determined to be a total loss.

In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower shall seek reimbursement from the third party's insurance carrier. If the reimbursement is greater than eighty percent of the retail market value prior to the damage, Borrower shall give the entire amount of the reimbursement to Provider.

Provider shall not be entitled to consequential damage for the loss of use of the equipment due to accidental damage.

#### **WARRANTY**

Provider is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use. All Equipment is shared on an "as-is" basis. Provider shall not be responsible or liable to Borrower for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this agreement.

## **INSURANCE**

During the term of this agreement, each Party will keep in force, at its own expense, insurance requirements as specified by the Parties. It is understood by the Parties that the City of Milwaukee is self-insured.

## **EMPLOYMENT STATUS & LIABILITY**

Nothing in this Agreement shall alter the employment status of any employee providing services under this Agreement. Employees shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions imposed by their employer. No Party shall be responsible for the direct payment of any salaries, wages, compensation, or benefits of any employee of another Party to this Agreement. Any employee of any Party, while providing services under this Agreement, shall be covered by that Party for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 of the Wisconsin Statutes, and any civil liability.

For the purposes of third party claims or lawsuits, each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, services, or labor under this Agreement.

## **NO WAIVER**

The Parties acknowledge and affirm that they are governmental entities entitled to immunities pursuant to, among other provisions, common law and Wis. Stat. § 893.80, and agree that nothing contained in this Agreement is intended as a waiver of any defenses, immunities, or limitations to which they are entitled.

## **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

## **TERMINATION**

Any Party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice to all other Parties. In the event of such termination, all costs incurred up to the date of termination shall be the responsibility of the User.

**ENTIRE AGREEMENT & AMENDMENT**

This Agreement represents a complete understanding of the Parties with respect to its subject matter and may not be amended except in writing. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one and the same document.

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

**Upon receipt of this local signatory, the Fire Chief shall provide this document to the Secretary/Treasurer of the Milwaukee County Association of Fire Chiefs to acknowledge and apprise all parties participating in this agreement.**

\_\_\_\_\_  
Signatory  
Daniel J. Bukiewicz, Mayor - City of Oak Creek

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signatory  
Catherine A. Roeske, Clerk - City of Oak Creek

\_\_\_\_\_  
Date

## COMMON COUNCIL REPORT

**Item:** Three year contract for trash and recycle collection.

**Recommendation:** That the Common Council approve the recommendation of the Public Works Director for the City of Oak Creek and enter into a three year agreement with GFL Environmental Services for Collection of Refuse and Recycling. The bid includes curb side collection, all dumpsters necessary for the recycling yard, and additional dumpsters needed for pickup programs run by the City of Oak Creek.

**Fiscal Impact:** This would be paid for out of Fund 11 Solid Waste. Cost for fiscal year 2022, 2023, and 2024 are listed in the table below.

		<u>2022</u>	<u>2023</u>	<u>2024</u>	
GFL Environmental	Trash	\$ 931,413.00	\$ 954,698.00	\$ 978,566.00	
	Recycle	\$ 280,328.00	\$ 278,336.00	\$ 294,520.00	
				Total Contract	\$ 3,717,861.00
Waste Management	Trash	\$ 1,029,879.00	\$ 1,071,074.16	\$ 1,114,278.84	
	Recycle	\$ 411,951.60	\$ 428,027.76	\$ 445,108.68	
				Total Contract	\$ 4,500,320.04

**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 Public Works Department sent out an invitation for bids for refuse and recycling services; the current contract with GFL Environmental Services expires on December 31, 2021. Three different companies GFL Environmental Services, Waste Management, and Johns Disposal Service responded to the RFP, and two submitted bids for the three year contract. The table above shows the bids for refuse and recycle collection services over the life of the three year contract.

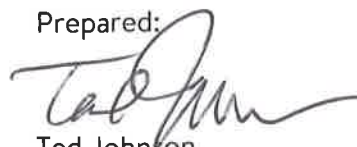
**Options/Alternatives:** N/A

Respectfully submitted:



Andrew J. Vickers, MPA  
 City Administrator

Prepared:



Ted Johnson  
 Director of Public Works

Fiscal Review:

*Maxwell Gagin*

Maxwell Gagin, MPA

Assistant City Administrator / Comptroller

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Attachments: GFL Proposal, Waste Management Proposal, Letter from Johns Disposal



City of Oak Creek  
Ted Johnson, DPW Director  
8040 S 6<sup>th</sup> St.  
Oak Creek, WI 53154

Dear Mr. Johnson, Mayor, and City Council Members:

Although it is not something you think about every day, waste and recycling collection is an important part of the community's image. And when done correctly, by the right vendor, environmental service is something you should rarely have to spend time worrying about.

GFL Environmental thanks you for the opportunity to provide a proposal for refuse disposal and recycling services for the City of Oak Creek. We know that your most pressing waste-related issues include efficient and economical service and minimal costs for residents. Our team is very fortunate to be entrusted with managing this contract and services in the past, and our management team knows what your residents expect and deserve as it relates to trash and recycling collection.

We look forward to the opportunity to continue to provide waste and recycling services to all the residents of your community.

As always, our goal is to continue to ensure you will rarely have to concentrate on waste removal services and can stay focused on meeting other City objectives.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Johnson", with a long horizontal line extending to the right.

Jason Johnson  
Manager, Municipal Markets-SE Wisconsin

# **GFL Environmental & Oak Creek: A Continued Partnership**

**PRESENTED TO:  
City of Oak Creek**

**PRESENTED BY:  
GFL Environmental**





## WHO WE ARE

- Founded in 2007
- Facilities in 20 US states and Canada
- Over 9,000 employees
- U.S. headquarters in Raleigh, NC



### About GFL Environmental

To support your selection of GFL Environmental, it is helpful to understand a few facts about who we are, where we come from, and what we believe in. This section of the proposal offers valuable insight into our company, and why we will be a great partner for the City of Oak Creek.

As a full-service environmental services company, GFL Environmental is ready and able to meet your waste collection needs. We provide collection, transfer, disposal and recycling operations to more than 200,000 commercial customers and 1.9 million residential customers throughout Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, Vermont, Wisconsin and the Bahamas. We have more than 3,100 trucks running routes daily. The strategic locations of our collection and disposal facilities allow us to offer convenient service at competitive rates.

Our experts understand the issues related to managing solid waste, and the impact that these issues can have on the environment—and on your business. GFL Environmental works in partnership with the communities we serve to preserve valuable resources and extend landfill capacities. We do this by focusing on waste reduction, recycling, and numerous other “green initiatives”.

Regardless of your needs, GFL Environmental has the experience, resources, and technologies to collect, transport, dispose, and recycle your solid waste. Our team is committed to provide you with prompt, dependable, and cost-effective waste services.

## WHAT WE DO

### SOLID WASTE SERVICES

- Municipal/ residential waste
- Industrial/ commercial waste
- Recycling collection, processing and storage
- Landfill disposal and diversion
- Organics processing and compost products and yard waste



Green Today. Green For Life.

[gflenv.com](http://gflenv.com)

## WHAT WE DO

### LIQUID WASTE SERVICES

- Automotive fluid services
- Vacuum truck services for wastewater treatment plants
- Hazardous waste management
- Emergency response and site remediation
- Specialized services and industrial cleaning



Green Today. Green For Life.

[gflenv.com](http://gflenv.com)

## WHAT WE DO

### INFRASTRUCTURE SERVICES

- Excavation
- Shoring and foundations
- Demolition
- Civil
- Construction waste disposal
- Soil remediation



Green Today. Green For Life.

[gflenv.com](http://gflenv.com)

## SAFETY AND COMPLIANCE

**GREEN FOR LIFE. SAFE FOR LIFE.**



The health and safety of our employees, customers and the communities we serve is the most important commitment we have.

Green Today. Green For Life.

[gflenv.com](http://gflenv.com)

### Professionally Trained & Safe Drivers

Avoiding accidents while on a customer's property is one of our prime objectives. With GFL Environmental as your provider, the City can have a high comfort level that your property and employees are safe.

GFL Environmental is among the top-rated environmental services companies for ensuring driver safety. In our effort to take a proactive approach to prevent accidents, some of the tools we use include:

- DriveCam – driver monitoring and testing
- The Smith System – driver program on equipment operation
- Weekly safety meetings and program awareness
- Safety promotions and rewards

## GFL Environmental Business Strengths

Selecting the right environmental service provider can have a positive impact on your Town and its residents. How do you know you will get the service you expect? Does the contractor have the background and experience to meet your expectations? How do you compare one service provider against another?

This section of the proposal discusses several important business strengths that differentiate GFL Environmental from other environmental service providers. Though there are other reputable and knowledgeable contractors in the market, the following differentiators will help define why GFL Environmental is the right partner for the City of Oak Creek.

## Community Involvement

Successful and progressive businesses recognize the importance of giving back to the communities they serve. When you select GFL Environmental as your environmental consultant, you have the assurance that we are investing back into the communities where we operate.

Our offices and our employees support local businesses and charitable organizations. This support ranges from donations to the local food bank, participation in Habitat for Humanity, sponsorship of Little League and soccer teams and numerous others. Additionally, because GFL Environmental hires locally rather than centralizing many corporate job functions, we help promote local economies by keeping taxes paid and wages spent in the communities where we do business.

## Service Description

GFL Environmental knows that there is always room for improvement when it comes to service. Untapped opportunities may present the possibility to improve the current method collections and improve upon service efficiencies.

We are experts at identifying ways to improve our customer's programs. We propose to implement the following:

### **TRASH SERVICES**

1. **Same as current services**
2. **GFL would be requesting a shift of some service days to “balance” the routes**

### **RECYCLING SERVICES**

1. **Same as current services**
2. **GFL would be requesting a shift of some service days to “balance” the routes**
3. **Recycling services will be “single-stream” recycling.**
  - a. **Resident will place all recyclable materials into the recycling cart for collection**
    - i. **Plastic (1-7 containers), glass containers, metal/aluminum containers, cardboard, mixed paper, newspaper, juice boxes, milk cartons, etc.**

**BID FORM**

City of Oak Creek  
8040 S. 6<sup>th</sup> Street  
Oak Creek WI 53154

**INVITATION:**  
**BID OPENING DATE: 10/04/2021**  
**TIME: 2:15 P.M. Local Time**  
**LOCATION: Oak Creek City Hall**  
**8040 S. 6th Street, Oak Creek WI.**

**INVITATION TO BID CONTRACTOR INFORMATION**

Company Name: GPL ENVIRONMENTAL SERVICES  
Address: W144 S6350 Commerce Cr.  
City, State, Zip Code: MUSKEGO WI 53150

- |                                  |                   |        |
|----------------------------------|-------------------|--------|
| 1. Solid Waste BASE BID LUMP SUM | \$ <u>931,413</u> | Year 1 |
|                                  | \$ <u>954,698</u> | Year 2 |
|                                  | \$ <u>978,566</u> | Year 3 |

Total Solid Waste Base Bid \$ 2,864,677

- |  |               |          |                               |          |
|--|---------------|----------|-------------------------------|----------|
| 2. Additional 12 yard dumpster delivery and disposal for sweepings | \$ <u>150</u> | per      | plus                          | \$47/ton |
| 3. Additional 30 yard dumpster delivery and disposal for trash     | \$ <u>150</u> | per      | plus                          | \$47/ton |
| 4. Additional 42 yard dumpster delivery and disposal for compactor | \$ <u>150</u> | per      | plus                          | \$47/ton |
| 5. Additional tipping fee for City owned garbage trucks            | \$ <u>47</u>  | per ton  |                               |          |
| 6. Additional tipping fee and cost for Concrete                    | \$ <u>47</u>  | per ton  |                               |          |
| 7. Additional tipping fee and cost Leaves                          | \$ <u>40</u>  | per ton  |                               |          |
| 8. Additional tipping fee and cost for tested soil                 | \$ <u>47</u>  | per ton  |                               |          |
| 9. Cost for Additional 96 Gallon Cart for Resident                 | \$ <u>112</u> | per year | ; billed annually to resident |          |

- |                                 |                   |        |
|---------------------------------|-------------------|--------|
| 10. Recycling BASE BID LUMP SUM | \$ <u>280,328</u> | Year 1 |
|                                 | \$ <u>287,336</u> | Year 2 |
|                                 | \$ <u>294,520</u> | Year 3 |

Recycling Base Bid \$ 862,184

- |  |               |          |                               |           |
|--|---------------|----------|-------------------------------|-----------|
| 11. Additional 20 yard dumpster delivery and disposal for commingled | \$ <u>150</u> | per      |                               |           |
| 12. Additional 20 yard dumpster delivery and disposal for tires      | \$ <u>150</u> | per      | plus                          | \$200/ton |
| 13. Additional 42 yard dumpster delivery and disposal for compactor  | \$ <u>150</u> | per      |                               |           |
| 14. Cost for Additional Recycling Cart for Resident                  | \$ <u>34</u>  | per year | ; billed annually to resident |           |



Total Solid Waste and Recycle Bid \$ 3,726,861 base bid

All proposals shall be accompanied by a bid bond, certified Check made payable to the City of Oak Creek for not less than five percent (5%) of the proposal amount.

Addenda to the specifications are included in the above price and receipt thereof is acknowledged as follows:

Addenda No. 1  
(Insert numbers of addenda received, if any)

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.  
**NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: 0 % 0 DAYS

Sworn statement of bidder pursuant to Section 66.0901 Wisconsin Statutes: I, being duly sworn at (city), (state), on oath, do hereby state on behalf of said bidder that I have examined and carefully prepared this proposal from the specifications and other contract documents and have checked the same in detail before submitting this proposal; and that this sworn statement I hereby made an integral part of this proposal.

Authorized Signature: [Signature]

Company Name: GFL ENVIRONMENTAL SERVICES

Typed/Printed Name: JASON V. JOHNSON

Date: 10/4/2021

Title: REGION MUNI. MARKET MANAGER

Telephone: 262-679-0860

Number: 262-893-9156

E-mail: J.johnson@gflenr.com

Fax Number: N/A

2. FIRM NAME: GFL ENVIRONMENTAL SERVICES

3. OFFICIAL ADDRESS: W144 S6350 College Ct. MUSKIEGO WI 53150

4. Telephone Number: 262-679-0860 Fax Number: N/A

5. By:  (Signature) DATED: 10/4/21

6. JASON V. JOHNSON, REGIONAL MUNI, MARKET MANAGER  
(Printed/Typed Name and Title)

7. Where the Bidder is a corporation, add Attest   
(SEAL) Secretary (signature)

8. CERTIFIED CHECK OR BID BOND ENCLOSED IN THE  
FOLLOWING AMOUNT: \$ 5% of bid

***RATE ADJUSTMENTS***

- 1. The rates shown in items 2-9 and 11-14 shall be increased annually by 2.5%**
- 2. The rates paid per this proposal shall further be adjusted due to changes in local, state, or federal law or regulation, governmental imposition of taxes, fees or surcharges, immediately upon effective date of change**

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE GFL Environmental Inc.

W144 S65350 College St., Muskegon, IL 53150

as Principal, hereinafter called the Principal, and Harco National Insurance Company

4200 Six Forks Road, Suite 1400, Raleigh, NC 27609

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Oak Creek

8040 S 6th Street, Oak Creek, WI 53154

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ \_\_\_\_\_ 5% \_\_\_\_\_ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste and Recycling Collection Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of October, 2021

GFL Environmental Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

Bonnie T. Atnip

(Witness)



Harco National Insurance Company

(Surety)

(Seal)

By:

Arthur L. Colley  
Attorney-in-Fact Arthur L. Colley

(Title)

Surety Phone No.



**POWER OF ATTORNEY  
HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond # Bid Bond  
Principal GFL Environmental Inc.  
Obligee City of Oak Creek

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Arthur L. Colley

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th of December, 2018

\*RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 4th day of October, 2021



STATE OF NEW JERSEY  
County of Essex

*Kenneth Chapman*

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 4th day of October, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



*Shirelle A. Outley*

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on the 4th day of October, 2021



*Irene Martins*

Irene Martins, Assistant Secretary

## **PROPOSAL ATTACHMENTS**

### **CUSTOMER SERVICE PROGRAM/CONTRACT MANAGEMENT**

- 1. GFL Environmental Customer Care Center**
  - a. Located in Muskego, WI**
    - i. No longer a “centralized call center” in Milwaukee, Arizona, or other location**
    - ii. With Customer Care Representatives (CCR) being local to the area and at the hauling site, GFL is able ensure the teamwork and education provided to the Town and its residents is accurate, timely, and efficient**
  - b. GFL Corporate is committed to “non-centralized” Call Centers, to provide a better Customer Experience than what happens at most centralized centers with long hold times, inaccurate information, etc.**

### **FACILITIES INFORMATION**

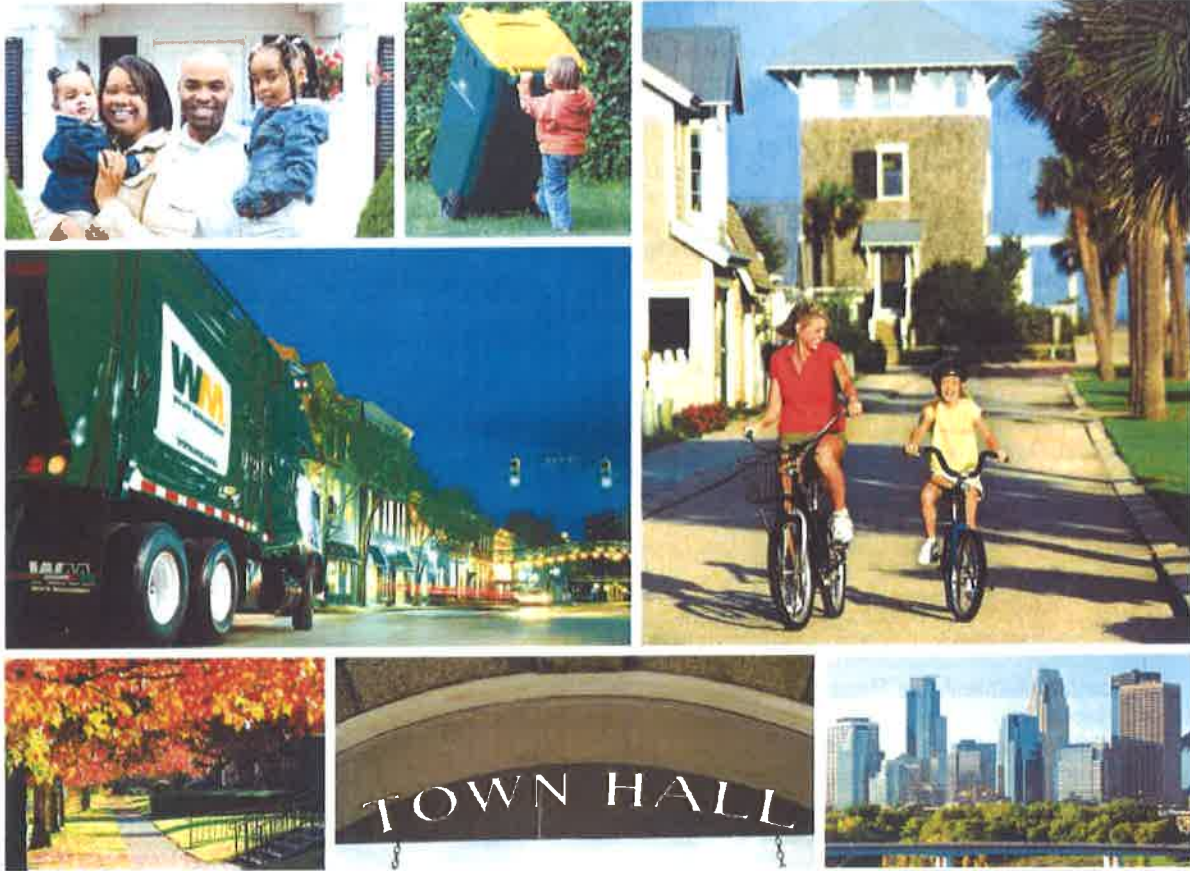
- 1. Solid Waste Disposal**
  - i. GFL Emerald Park Landfill located in Muskego WI**
    - 1. GFL owns their own landfills, ensuring the City will always have disposal available**
  - b. GFL Recycling Transfer and Processing site located at N7296 County V in Horicon**
    - i. Recycling collected in the City may be delivered and processed there OR**
  - c. GFL Recycling MRF, 300 Raemisch Road, Waunakee, WI**
    - i. Materials processed in Horicon will then be shipped to our facility in Waunakee for further processing**

## CURRENT REFERENCES

<b>City of Muskego</b>	<b>Scott Kroger, DPW Director</b>
<b>City of Glendale</b>	<b>Charlie Imig, DPW Director</b>
<b>City of Brown Deer</b>	<b>Matthew Maederer, DPW Director</b>
<b>City of Oak Creek</b>	<b>Ted Johnson, DPW Director</b>
<b>City of Cudahy</b>	<b>MaryJo Lange, DPW Director</b>
<b>City of Hartford (11/1/21)</b>	<b>Darryl Kranz, DPW Director</b>
<b>City of Brookfield (1/1/22)</b>	<b>Tom Grisa, DPW Director</b>
<b>City of West Bend (1/1/22)</b>	<b>Doug Neumann, DPW Director</b>
<b>City of Beaver Dam (1/1/22)</b>	<b>Dan Mulhern, DPW Director</b>
<b>Village of Jackson</b>	<b>Brian Kober, DPW Director</b>
<b>City of Green Lake</b>	<b>Barb Dugenske, Town Clerk</b>
<b>City of Mayville</b>	<b>Sara Decker, Clerk</b>
<b>Town of Fox Lake</b>	<b>Mark Brieman, Town Supervisor</b>

**Plus, an additional 20 municipalities in SE Wisconsin**

## PUBLIC SECTOR SOLUTIONS



# Community and Environmental Stewardship at its Best.

**Proposal for Solid Waste and Recycling Collection and Disposal for the City of Oak Creek, WI**

**Prepared for: City Staff & Board Members**

Prepared by Michael Schoenleber

262-226-5230



**THINK GREEN®**





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Waste Management of Wisconsin, Inc.

October 4, 2021

City of Oak Creek  
City Staff and Board Members  
8040 S. 6<sup>th</sup> Street  
Oak Creek, WI 53154

**Proposal for Residential Solid Waste and Recycling Collection Services**

Dear City Staff and Board Members:

Waste Management is pleased to submit this proposal for the residential recycling, solid waste, and large item collection needs of the City of Oak Creek. Waste Management is committed to providing outstanding and cost-effective refuse service to the City and its residents. We continue to be the leader in safety and environmental performance in your community, the state of Wisconsin, and nationwide.

As you know, we currently provide service to residential, industrial, retail, and commercial accounts, in yours and the surrounding areas; and believe we have done so in a courteous and professional manner. We appreciate the opportunity to demonstrate our willingness and ability to provide the same high level of service to the residences in the City of Oak Creek.

Community partnerships are important to Waste Management. We will work shoulder-to-shoulder with your community to understand its needs, customize municipal programs, and build in cost efficiencies. You can rely on us for high-quality solutions to protect your residents, comply with increasingly complex government regulations and benefit local businesses and non-profit organizations. We can be your environmental services partner, offering a comprehensive suite of services.

The offerings and service enhancements detailed in this proposal are available through Waste Management, the nation's leading environmental performance company. The process used to create this response has entailed much more than putting words on paper—Waste Management has taken an active interest in understanding the unique circumstances associated with servicing your community.

We are very excited about this opportunity and look forward to continuing a beneficial, long-term working relationship with the City of Oak Creek and its residents. If there are any questions or items requiring clarification, please do not hesitate to contact me at [mschoenl@wm.com](mailto:mschoenl@wm.com) or (262) 226-5230.

Regards,

A handwritten signature in blue ink, appearing to read 'Mike Schoenleber', is written over a light blue horizontal line.

Mike Schoenleber  
Public Sector Services  
Waste Management of Wisconsin, Inc.



## Statement of Qualification

Waste Management has been a recognized leader in the environmental services industry for 48 years. The current Waste Management organization resulted from a 1998 merger between USA Waste of Houston, Texas and what was then Waste Management, Inc., headquartered in Oak Brook, Illinois.

The original Waste Management, Inc. began operations in 1968, bringing together numerous solid waste companies, including some dating from the late 1880s. Waste Management became a public company in June 1971. From 1971 to 1990, Waste Management grew from a \$16 million regional firm serving six states into an international corporation servicing over 30 countries. Waste Management made over 1,000 acquisitions in the 1980s and 1990s.

The company's capabilities expanded to include a wide range of environmental services such as clean and wastewater treatment, energy production, and engineering and consulting. In 1992, the company's increasing size and diversity prompted a strategic response to changing competitive and regulatory environments. The name of the company changed from Waste Management, Inc. to WMX Technologies, Inc., recognizing the company's transformation from a U.S.-based solid waste disposal company into a global, diversified environmental services corporation. The company has been recycling since the early 1980s.

In 1998 Waste Management refocused on the company's core business - being the premier provider of solid waste services in North America - and merged with USA Waste. USA Waste had begun operations in 1987 and grew rapidly through the acquisition of numerous solid waste companies.

The 1998 merger between USA Waste and Waste Management increased efficiencies to maximize customer cost savings through:

- Route consolidation
- Elimination of duplicate facilities
- Better utilization of transfer stations
- Consolidation of corporate and support functions

Waste Management's record is one of accomplishment through the innovation, hard work, dedication, and professionalism of its employees. The company employs a talented staff of drivers, managers, environmental professionals, financial and administrative specialists, computer and systems professionals, and a myriad of specialists to sustain company dedication and growth.

The company's growth from 528 employees and \$16.8 million in revenue in 1971 to more than 40,000 employees and assets in excess of \$20 billion in 2015 testifies to more than four decades of sustained and steady growth.

Waste Management is the largest publicly owned company providing integrated environmental services in North America and the industry leader in providing comprehensive waste management services. Waste Management serves commercial, industrial, municipal, and residential customers throughout the United States, and Canada.

Waste Management is headquartered in Houston, Texas, employs more than 40,000 people and operates an extensive network that includes:

- 262 Active solid waste landfill disposal sites
- 5 Hazardous waste landfill sites
- 390 Collection operations
- 137 Beneficial-use landfill gas projects
- 118 Material recovery facilities, including 46 single stream recycling facilities



- 310 Transfer stations
- 36 Organics processing facilities

These resources allow Waste Management to offer a wide range of environmental services to almost 21 million customers nationwide.

Waste Management's resources and organizational structure make it possible to respond quickly and tailor our services to meet the City of Oak Creek's needs. Waste Management makes a total commitment to environmental compliance, assuring our customers that their wastes will be managed safely, in compliance with laws and regulations, and, most importantly, in a manner protective of the public's health and natural resources.

## Local Capabilities

Waste Management's local servicing district in Franklin, WI offers the operational and reserve resources, outstanding past performance, regulatory compliance and safety history, and management and financial capabilities necessary to efficiently and effectively meet the requirements of this solicitation. Some of Waste Management's advantages for local service include:

- 32 front-end load trucks
- 35 roll-off trucks
- 4,300 front-end load containers
- 650 roll-off containers
- 80 employees



## Solid Waste Collection Plan

Waste Management is pleased to offer the following residential collection services to Oak Creek, in accordance with the requirements of the RFP.

### Residential Collection

It is this dependable service that more than 25 million people count on every week, making us North America's leading environmental solutions provider. Your community is our community — we live and work there, too.

Residents can rely on Waste Management for:

- Modern, automated collection vehicles, many running on low-polluting alternative fuels
- Up the Drive, manual collection vehicles
- Safe, friendly drivers
- Professional customer service staff able to answer all your service-related questions.

## Waste Diversion

Waste Management is pleased to offer the following services to help you achieve your waste diversion goals.



## Recycling

In addition to the services we are currently proposing on, we offer many other exciting services such as our solar-powered compactors, which can help keep your parks and recreation centers litter-free, as well as community education and partnership initiatives. Sustainability is key at Waste Management—we are committed to the diversion of recyclables from landfills to Material Recovery Facilities (MRF).

We operate and maintain a national fleet, and over 1,500 municipalities rely on us for their recycling needs, including over 700 cities that take advantage of our single stream program. We have seven public operating contracts nationwide and deploy an expert team in North America to provide local support for procurement of all public recycling issues. Waste Management also participates on panels and government task forces dealing with recycling legislation and regulation. We have the most experienced team in North America and provide expert speakers for recycling topics in national, state, and local information gathering efforts.

By taking advantage of Waste Management's comprehensive recycling services, our customers can improve participation, promote environmental stewardship, and tap into revenue from collected recyclables. The following is a summary of the advantages offered by Waste Management's recycling programs.

### *Turnkey Services*

We offer expertise in site selection and permits, engineering, site LEED certification, construction, traffic control, pricing, contract and project management, operations, Lean Manufacturing techniques, safety, logistics, maintenance, environmental management, personnel, training, reporting, and start-up for all recycling applications.

### *Customized Reporting of Diversion Efforts*

Waste Management regularly reports recycling and diversion efforts for municipalities. We report state-required participation and tonnage numbers in formats designated by the customer. We keep a regular dialogue with public agencies to ensure the greatest impact and accuracy from reporting practices.

### *Material Marketing*

As the world's top marketer of recyclable material, we have close to 30 years of proven experience obtaining commitments from the best available material markets throughout North America and the world. Approximately 7.6 million tons of commodities move through our nationwide network annually. We recycle close to 4,000,000 municipal tons per year. Waste Management offers expertise for accommodating paper, plastics, metals, glass, hard to handle items such as wood and other C&D materials, and electronics. Our goal is to find beneficial end uses for even the most challenging recyclable materials.



### *Cutting Edge Diversion Technologies Clearinghouse*

Waste Management has facilities with the latest technology for all viable recycling material streams. Besides curbside recycling, we act as the recognized clearinghouse for total program landfill diversion systems nationwide. In many instances, we offer free tours to municipal and public officials of these facilities. We are also the leading C&D recycler with over 25 working facilities, as well as North America's



largest recycler of green waste and municipally generated white goods, and one of the top fluorescent bulb recyclers. We have a network of North American eCycling processing centers and subcontractors. Waste Management directs inquiries regarding these technologies to the proper expert for follow up.

### *Community Support*

Waste Management participates on a national scale in numerous Earth Day, America Recycles Day, and national government association events. We also work with organizations such as the National Wildlife Foundation, SWANA, and Keep America Beautiful. We have more than 20 integrated education centers at our recycling facilities, and we support hundreds of local organizations.



### *Single-Stream Recycling*

Single-stream recycling allows customers to dispose of recyclable paper, plastic, and glass using a single cart or bin. No more separating recyclables! Residential single-stream recycling programs have greatly increased recycling rates, often boosting the volume of diverted waste up to 40 percent. Plus, Waste Management is continuously working to advance these easy recycling programs, along with specialized recycling programs, for commercial applications. Waste Management can provide recycling options that do not require customers to pre-sort their recyclables into different material types. By saving time and hassle for end users, the process encourages higher recycling volumes—recovering as much as three times the amount of recyclable materials.

### *Solar Powered Compactors*

Municipalities work hard to offer their communities safe, aesthetically pleasing parks and public facilities. Keeping those areas clean encourages more traffic and community involvement. With cities facing dire financial conditions and federal and state governments tightening environmental regulations, it is critical to find the most cost-effective and environmentally sound options available to keep parks and public facilities clean. Such solutions not only demonstrate fiscal responsibility and environmental stewardship, they help establish good will and trust with an increasingly green-minded citizenry.



Through a partnership with Waste Management, the City of Oak Creek can accomplish its civic, environmental, and budgetary goals. Our Solar Powered Compactor offers you a better way to keep public spaces clean. Ordinary trash barrels often overflow, but the enclosed design of the Solar Powered Compactor eliminates overflowing litter and the problems associated with it, including illegal dumping, wind, rodents, pests and seagulls.

Because it has five times greater capacity, the compactor can reduce the number of collection trips by 80%, requiring significantly less labor, and fewer pickups, reducing CO2 emissions. Lease, rental, or purchase options are available for the Solar Powered Compactor, and it will pay for itself over time through its cost-effective benefits. The cost of the unit can be offset by qualifying for state and federal grants and through ad revenues generated by the ad panels and laminate wraps available for the unit.

The compactor includes receptacles for collecting plastic bottles, newspapers, glass and other recyclables to make recycling easier. Choosing compaction versus collection via the Solar Powered Compactor improves recycling rates, helps keep recyclables clean, preserves valuable resources, and



reduces CO2 emissions, fostering compliance with increasingly stringent regulations and enhancing LEED and sustainability initiatives.

## Universal Waste Collection

In the past, proper handling of household hazardous waste has required residents to transport it to specific drop-off sites prepared to safely handle such materials as batteries, fluorescent light bulbs, and sharps. Waste Management offers Oak Creek residents and businesses specialized disposal solutions for this special, difficult to handle waste.



### *Waste Management Tracker® Programs*

Waste Management created our line of waste trackers to provide a convenient solution for recycling of wastes that are normally not included in a curbside service. This offering is not currently available from other solid waste competitors and complies with regulations in those states that prohibit land filling of these wastes.

- **MedWaste Tracker®.** Waste Management offers a safe, convenient solution for residents who inject medications from home. It is the kind of system recommended by the Environmental Protection Agency (EPA) for safe needle disposal—a total system, providing for containment, collection, and destruction of used needles. MedWaste Tracker® allows residents to safely contain the sharps and lancets used in their personal healthcare programs. When the Tracker is full, customers simply mail them back to Waste Management for environmentally correct treatment and disposal. The kit comes complete with everything they need—including box, postage, and label.
- **LampTracker®.** This program provides residents and businesses with specially designed boxes, including an option that reduces the risk of mercury vapor exposure when handling broken bulbs. Customers ship the full boxes directly to Waste Management for safe disposal and recycling of the reusable elements. Types of bulbs recycled include fluorescent tubes, U-bents, CFLs, HIDs, and UV bulbs. Recycling of compact fluorescent lamps. Holds up to 13 13-watt CFLs. Includes our patented Mercury VaporLok® bags which prevent leakage of mercury vapor if bulbs break during storage or transport. Prepaid postage to our recycling facilities for tracking and recycling.
- **BatteryTracker® and BallastTracker®.** These programs facilitate recycling of alkaline, NiCD, NiMH, silver oxide, mercury, or non-spillable lead acid batteries and non-PCB lighting ballasts. Recycling of consumer batteries from homes. Holds up to 4 pounds of dry cell batteries. Includes prepaid postage to our recycling centers for certified tracking and recycling.
- **MercuryTracker®.** Our MercuryTracker® enables recycling of electrical and medical equipment and devices such as thermostats and thermometers.
- **e-Waste Kits.** Three sizes of e-waste boxes are available for recycling of home electronics including cell phones, PDAs, keyboards, mice, stereos, radios, speakers, CRTs, CDs, DVDs, electronic toys, TVs and more. The largest kit will hold up to 70 pounds. Includes prepaid shipping and recycling.
- **Bottle Can and Paper Recycling Kits.** Offers single stream recycling for residents that don't have a curbside offering. There is no need to separate recyclables and includes a return shipping label to a recycling facility.



## Key Personnel

Waste Management proposes the following persons to serve as key personnel in the performance of this contract. For further detail, please see the summaries of qualifications included below.

Name	Position/Title	Subcontractor (Y/N)
<b>Matt McGurn</b>	<b>Sr. District Operations Manager</b>	<b>N</b>
<b>Jason Wille</b>	<b>District Manager II</b>	<b>N</b>
<b>Shelley Belning</b>	<b>Area Manager - Customer Experience</b>	<b>N</b>
<b>Mark Knuese</b>	<b>Container Shop Manager</b>	<b>N</b>
<b>Mike Schoenleber</b>	<b>Public Sector Services</b>	<b>N</b>

## Municipal References

Area or Municipality Serviced:	Period From: To:	Responsible person to contact Name: Phone#:
1. City of Menomonee Falls	2002 - Present	Arlyn Johnson, 262-532-4700
2. City of Fond du Lac	1994 - Present	Jordan Skiff, 920-322-3407
3. City of Germantown	1997 - Present	Janice Wick, 262-250-4777
4. City of Cedarburg	1992 - Present	Kim Esselmann, 262-375-7609

## Financial Stability

As an Environmentally conscious company, instead of printing our Annual Financial Statement, we ask that you please visit this link:

<http://investors.wm.com/phoenix.zhtml?c=119743&p=irof-financiallanding>



## Equipment

At Waste Management, we watch our equipment closely and replace it whenever it fails to meet our high operational and aesthetic standards. Our drivers continuously survey compactors, bins, containers, and other equipment and immediately call in repair or replacement orders when they identify damaged or defaced equipment.



When a maintenance issue is reported for one of our owned compactors, we dispatch a maintenance technician to analyze the performance of the unit and repair it on site as quickly as possible. Depending on the market, the maintenance is performed by a Waste Management technician or a qualified contractor. All maintenance services, from preventive service to adjustments to major overhauls, can be coordinated through Waste Management for any piece of compaction and baling equipment.

## Fleet

With almost 21,000 vehicles, Waste Management has taken significant steps to ensure that our fleet addresses environmental and safety issues.

- All new residential and commercial trucks are equipped with back-up cameras for improved visibility and safety.
- The hydraulic systems and components on Waste Management trucks have been redesigned and refined to reduce the potential for leaks and spills.
- Waste Management is working to develop standardized, low-speed hydraulic systems for fuel and noise reductions.
- Our fleet of more than 800 heavy duty natural gas trucks is the largest natural gas fleet in the US.
- Waste Management is among the leaders in the industry with respect to the investigation of hybrid truck and alternative fuel technologies. We are working with state and federal agencies in the development and testing of emission-efficient vehicles and components.
- Waste Management has worked with fluid and oil suppliers to determine the longest lasting fluids and lubricants. We have tested and incorporated the use of synthetic fluids and have developed processes and maintenance practices for extending fluid drain intervals to reduce lubricant purchases and disposal volume.
- Spill kits are required on all trucks to facilitate site clean-up.
- The best available engine air cleaner technology is utilized in vehicles and equipment, ensuring that engines run cleaner and longer.
- On-board fire suppression systems are utilized on the majority of landfill equipment to significantly reduce the potential for major fire damage or fire impacts.
- Waste Management is participating in voluntary diesel retrofit projects which are under development in New York, Wisconsin, and Pennsylvania. All are aimed at determining the best available emission control technology.

## Preventive Maintenance Program



Waste Management is committed to maintenance excellence. Our preventive maintenance (PM) program establishes a standard to minimize vehicle failures by monitoring the current condition of the equipment and correcting defects before they develop into safety concerns or costly repairs. The program establishes a systematic procedure to inspect, lubricate, and maintain all vehicles owned and/or operated by Waste Management. These procedures reduce breakdowns and accidents within our fleet, and provide us with trouble-free, safe and efficient operations. Our company goal and objective is to provide the City of Oak Creek with the safest, cleanest, and most reliable equipment in operation. The following is a summary of our PM program.

### Scope

This PM program applies to all of Waste Management's collection vehicles. As changes occur, Technical Service Bulletins may be issued to amend this process. Our inspection program encompasses the mandatory Department of Transportation (DOT) inspection criteria set forth in section 396 of the Federal Motor Carrier Safety Regulations (FMCSR). This serves as the inspection process for Waste Management's equipment. Any vehicle found that does not meet these minimum standards will not be operated until those defects that violated these standards have been properly corrected. We perform quality control audits and self-inspections for compliance of our maintenance programs. This enables us to identify areas of improvement and correct deficiencies.

## Preventive Maintenance Intervals

The Preventive Maintenance Program for collection operations is based on vehicle utilization by hours and/or days. Prescribed service intervals must meet the minimum requirements set by Waste Management. If severe operating conditions exist, the Market Area Fleet Manager may request, in writing, to the appropriate Fleet Director an increase in the frequency of preventive maintenance service intervals for a specific site. The Vice President of Fleet Services and Logistics is the only approving authority for any changes extending preventative maintenance inspection (PMI) intervals. Any changes to the frequency of PMI service intervals must be documented and included in the vehicle or equipment's maintenance file. For specialty collection equipment, it is very difficult to establish company-wide PMI frequency schedules. If you have specialty or an odd piece of equipment that requires periodic inspections, follow the manufactures recommended PMI and service schedules accordingly.

The PM program will adhere to the following cycle. Each vehicle will receive three (3) PM 150s consecutively, and then receive a PM 600. The annual basic cycle will appear as below:

- (PM 150) - (PM 150) - (PM 150) - (PM 600) - (PM 150) - (PM 150) - (PM150) - (PM 600 & 1200)
- (PM 150) - (PM 150) - (PM 150) - (PM 600) - (PM 150) - (PM 150) - (PM150) - (PM 600 & 1200 & 2400)

The acceptable variance for PMI compliance is 015 hours or 5 days (whichever occurs first) for collection PM 150, and 5% (hours) or 10 days for all other inspection intervals. For example, a PM 600 has a variance of 30 Hours or 10 days. California sites subject to Biennial Inspection of Terminals (BIT) cannot exceed 90 days between PMI intervals. The federal annual inspection must never expire. If allowed to expire, the vehicle will not be used until the inspection and appropriate documentation is complete.



### *Fluid Sampling and Filter Change Intervals*

All heavy vehicles with diesel engines receive an oil change, along with new filters and sampling every 600 hours. All other components (transmissions, Hydraulics, and Axles) are sampled every 1200 hours. Fluid samples are taken according to the preventive maintenance-sampling schedule in the appropriate TSBs. Records of analysis will be retained in the unit's history file or by electronic means in the Castrol web-based information system (LABCHECK at [www.castrolusa.com](http://www.castrolusa.com)). Samples must be sent to Waste Management's approved sampling services supplier on a timely basis (the next business day).

### *Mandated Annual Inspection*

The 150 and 600-hour PMI sheets include inspection elements required to meet state, provincial or federal annual Inspection in accordance with section 396 to subpart B of 49 CFR. The items on the 150 and 600-hour sheets that are gray shaded must meet minimum inspection criteria as outlined in appendix G of subpart B, 49 CFR, before the inspection can be certified as a federal annual inspection. Each commercial motor vehicle subject to DOT shall have this inspection performed annually and documentation of the last inspection shall be with the vehicle. Some states require documentation of this mandated inspection at increased intervals (six months). Therefore, it is extremely important that the Fleet Manager is familiar, and complies, with State/Provincial regulations

## **Inspector Training, Certification, and Qualification**

Each technician performing inspections shall be trained and qualified to properly complete a Waste Management preventive maintenance inspection in accordance with the inspection methods contained within this manual. Each technician performing mandated federal annual inspections shall meet the qualifications as stated in Para. 19, section 396, subpart B, 49 CFR. Evidence and documentation of the qualifications of an inspector shall be retained for the period during which that individual is performing inspections and one year thereafter.

Waste Management has in this market area over 400 vehicles from which to draw from in case of a catastrophic event. Local repairs are performed in house by a skill Waste Management technician. In case of breakdowns, the driver will call into the shop for a road call repair. If the truck is not repairable, it will be towed to the shop and spare will be given to the driver. Thirty minutes would be typical down time for either of these situations.



## Quality Control

At Waste Management, we have made a company-wide commitment to quality in every facet of our operations. We understand the trust placed in us by the communities we serve, and everything we do to become a better, stronger company is aimed at ensuring we provide cities like yours with the highest quality environmental services possible.

In every collection operation, we employ rigorous standards for managing and measuring each detail of customer service. We've asked customers how we can improve, and we've made changes and standardized procedures according to their feedback. Focusing on improvement in every step of the process has taken our quality of service to new heights.



## Programs

Waste Management's on-going programs and measurement systems contribute to the high quality service for which we are known. Our quality programs include:

- **Service Machine®.** This program is designed to ensure that every Waste Management hauling company provides high levels of service. Service Machine® requires each hauling company to meet specific standards of operational proficiency. The district is accountable to report each week on how well they have performed in the key service performance metrics on a web-enabled Scorecard program. Results are communicated from the senior leadership team throughout the organization on Weekly Activity Reports.
- **Mission to Zero (M2Z).** The goal of this safety program is to make Waste Management the safest company in our industry. This is equally important to both Waste Management and our customers. M2Z means zero tolerance for unsafe actions, decisions, conditions, equipment, and attitudes. At the core of our commitment to improving safety is an extensive three-phase certification program that engages all Waste Management operating managers and employees in the quest for safe and responsible operational excellence.

## Employees

Waste Management looks to hire only employees who perform at the high quality levels we require. The recruitment process includes internal and external screenings, comprehensive interviews, reference and background checks, education and employment verification, and drug testing. We thoroughly interview candidates and make every effort to ensure we hire only those qualified to provide high service levels.

## Training

Once we have hired the highest-quality personnel, we provide training to ensure they perform at their peak. Dozens of training programs are available through the Waste Management Learning Center (WMLC). Programs vary depending on the role of the employee and whether the employee works in the field or from an office. Topics are organized into eight areas:

- Customer Care
- Ethics and Compliance
- Finance
- Human Resources
- Health and Safety
- Information Technology
- Legal
- Operations

## Safety



Dedication to safety is at the top Waste Management's list of core values. Our comprehensive safety program ensures that our employees and the communities we service remain protected at all times. We focus on safety throughout our operations. From our employee screening process on, we ensure that our staff receives the information necessary to remain safe in all aspects of their jobs.

The safety programs and equipment Waste Management provides our employees and furnishes on the route trucks will enhance the safety of the citizens in [Municipality]:

- ▶ Extensive new employee background investigation checks
- ▶ Three-day orientation training for all new hires
- ▶ 90 day on the job training and evaluation program
- ▶ A District Driver Trainer at each transportation location
- ▶ Random Alcohol and Drug Testing
- ▶ Monthly Driver Safety Meetings
- ▶ Operations Supervisor conducts monthly on the job observations
- ▶ Hazardous Waste Identification
- ▶ Environmental Storm Water and Spill Response Training

Waste Management facilities must meet or exceed industry and government safety standards. We have implemented a comprehensive program to meet the requirements of Employee Right-To-Know, Community Right-to-Know, and Emergency Response regulations of U.S. Department of Transportation (DOT), OSHA, and the U.S. Environmental Protection Agency (EPA).

***No other waste company in the nation has an OSHA TRIR rating better than Waste Management. OSHA has recognized Waste Management for our progress and ongoing effort to eliminate unsafe work behaviors.***

## Employee Screening

We begin by ensuring that we hire the highest quality drivers—we do not hire applicants with poor driving records, and we review motor vehicle reports for employees every six months. For the life of each driver's employment with Waste Management and for three years after, we maintain a Driver Qualification File (DQF). Candidates for employment at Waste Management landfills, hauling operations, and recycling facilities must successfully complete a comprehensive background check and drug test before being hired. Employees who will perform safety sensitive functions or driving waste collection vehicles must complete medical exams.

## Employee Training

After we have approved new employees for hire, we properly trained them to operate safely. Waste Management's two-phase safety training program includes classroom and on-the-job training, route observation, safety data gathering, and driver training. Phase one provides classroom training that shows workers how to safely perform day-to-day tasks while working the route. These courses standardize the company's safety practices and illustrate exemplary everyday operations—such as how to safely operate trucks, compactors, and other equipment and how to pick up garbage safely. We hold training courses at Waste Management locations across the country.



Phase two of our training program offers classroom as well as on-the-job training for drivers and helpers. They learn how to safely operate their vehicles, mount and dismount equipment, and move and lift containers. They also learn how to work in hot and cold weather.

We are also able to draw from our corporate offices to offer the latest in safety and environmental training. Waste Management, Inc. conducts regular health and safety programs for its employees throughout the country. These programs provide guidance to the operating locations in meeting the compliance requirements safety standards of OSHA, the EPA and the DOT. We frequently conduct in-depth training programs on local issues or on issues of regional concern including: hazard communication, employee right-to-know, asbestos management, industry specific defensive driving, quality customer service, integrity of ethics, code of conduct, control of hazardous energy (Lock Out/Tag Out), confined spaces, and emergency response.

## Incident Reviews

When safety incidents occur, Waste Management responds quickly and thoroughly to lower the risk of repeat occurrence. We create, distribute, and safety advisory notices to the company intranet site when serious safety incidents occur. These reader-friendly write-ups are posted by managers who sign off and indicate the date that the newsletter was posted. We also hold meetings at the sites to ensure the information is conveyed to the drivers.

A safety advisory includes a description of the safety problem that was encountered and the steps that must be taken to prevent the problem from recurring across the company. Each safety alert includes a statement reminding readers that corrective actions are not optional and full compliance is required.

## Reporting

Waste Management requires employees to report any unsafe conditions in the workplace. We have developed and implemented reporting procedures and policies for safety incidents that are integrated throughout our business. One example is Waste Management's customer service program, Service Machine®, discussed earlier in the Quality Management section of this proposal.

We require our employees to report and track all injuries and accidents in the Accident & Injury Management System (AIMS). AIMS is used by sites to track incidents, which include any unplanned work-related event resulting in, or which could result in: personal injury, vehicle damage, property damage, loss of assets, fires, explosions, spills, releases, or adverse publicity, regardless of severity. AIMS reporting allows Waste Management to fulfill its regulatory requirements, provides data for making informed management decisions, and is important in helping Waste Management provide a safe work environment for all employees. Waste Management requires that all incidents be entered into the AIMS system within 48 hours of occurrence and to our insurance carrier within 24 hours of the first report of the incident.

We issue a new safety report each week and archive all safety reports on the company intranet website. Details of any accidents in the past week are provided, often with photos. Information includes the location of the accident, the driver's years of service, and any follow up action being taken. These reports serve to inform employees of safety incidents and failures while reminding all readers to carefully observe safety rules and avoid committing the mistakes that can cause accidents.



## Safety Manual

Offer! 50% Off A Sam

Waste Management has prepared a Health, Safety and Transportation Manual that contains guidelines for safe operations of solid waste facilities. A self-audit checklist has been prepared to guide Safety and Department Managers through these requirements. Waste Management's Division Safety Managers monitor the performance of their divisions. Division Safety Managers or other regional safety personnel schedule and carry out safety audits.

## Accident Response

Waste Management has a Spill Prevention, Control, and Countermeasure (SPCC) Plan designed to train our drivers to handle non-hazardous spills while on route. Each vehicle is equipped with a spill kit that has various absorbent materials that contain spills while a crew is dispatched for immediate clean up. Waste Management has on site, at its facility, a mobile spill clean up trailer that is dispatched with trained personnel should a more thorough clean up be needed. We train our drivers to pick up spillage during collection and provide them with brooms and shovels on each vehicle.

### Hydraulic Spill

Hydraulic spills caused by a mechanical failure on the truck would initially be handled by the driver following the procedure below:

- ▶ Our drivers are trained to contain spills to prevent them from spreading or entering a watercourse. Drivers would use the spill kit provided or available material, such as dirt, to create a barrier and absorb the spill.
- ▶ The driver would radio the Waste Management dispatch office and trained supervisory and maintenance personnel would respond with additional clean up materials.
- ▶ Spill and clean up material would be placed in our mobile clean up unit and disposed of properly, leaving the site as clean as possible.

### Trash Spillage

To remedy trash spills caused by driver error or weak bags that burst, Waste Management drivers clean the area using the broom and shovel provided, leaving the area as clean as possible.



## Disaster Management

Municipalities and their service providers must be prepared to respond appropriately and quickly in the event of a disaster to protect the community. Waste Management has proven disaster recovery processes in place to deal with potential service interruptions. We partner with state and local resources to assist in hauling debris and bringing community life back to normal after disastrous events.

### Localized Disaster Response

As a front-line provider of refuse and debris removal services during disasters, Waste Management understands the requirements of maintaining and restoring local services during emergencies. In the event of an emergency, Waste Management staff, usually led by the market area vice president, draws upon personnel and equipment from neighboring Waste Management districts to execute an emergency support plan. External support to these operations continues until normal services can be re-established.

Regional teams frequently respond to earthquake, fire, flood, ice, and power outage situations, and Waste Management has been a vital partner during cleanup after a number of major hurricanes in recent years. Many local teams continue their response and continuity training year-round, including table-top exercises.

### Business Continuity Plan Documentation

Waste Management's business continuity plan is fully documented. Major documents include:

- ▶ Group disaster plans for each of the four regions: Western, Southern, Eastern, and Midwestern
- ▶ Market area plans (26 throughout North America) with contact lists, communication plans, and customer prioritization
- ▶ Two-tiered hurricane plan covering the southern region, including plans to relocate critical functions to a remote site in order to provide continued support to the field
- ▶ Two-tiered pandemic flu plan, addressing risks and business impacts in the event of a pandemic, and a plan for providing continued operations while mitigating risk of continued spread of the virus. This plan includes providing for the needs of medical customers and other critical infrastructure/key resources
- ▶ Crisis communication plan providing for the need to communicate internally and externally during and after a disaster

### Examples of Community Recovery

Waste Management's has a state-of-the-art Disaster Response Unit (DRU). The DRU is a 48-foot trailer converted into a mobile communications center that can be up and running in less than two hours. The DRU includes computers, satellite communications, wireless Internet connectivity, and a power generator that can provide power to a medium-size facility. Also included in the unit are four beds, a restroom, and a refrigeration unit.

Waste Management has direct experience handling many emergency situations. In May 2010, we helped assist in the clean up activities resulting from the leak at the oil well in the Gulf of Mexico. Waste Management is currently providing the manpower, equipment, and services to facilitate the ongoing shoreline cleanup effort.





## Certification of Insurance

Waste Management will obtain and maintain all insurance required herein and, upon request, will furnish certificates of insurance evidencing:

- Commercial General Liability including Contractual Liability coverage: \$1,000,000 per occurrence limit for Bodily Injury and Property Damage
- Automobile Liability covering all owned, hired, and non-owned vehicles. Coverage to include pollution release during transportation: \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- Excess Automobile Liability covering all owned, hired, and non-owned vehicles. Coverage to include pollution release during transportation: \$5,000,000 combined single limit for Bodily Injury and Property Damage excess of \$1,000,000
- Workers Compensation: Statutory for all states of operation
- Employers Liability \$3,000,000 each accident

All contracts of insurance shall provide 30 days' prior written notice of cancellation or non-renewal. In the event that Waste Management cannot maintain contracts of insurance in the above amounts due to coverages becoming commercially unavailable, we may be relieved of the above obligations upon 30 days' written notice to the customer of revised insurance coverages.

## Customer Care Approach

Operations and Customer Service Representatives are trained in Waste Management processes through a variety of avenues. A dedicated, full-time professional Customer Service Trainer is on staff to deliver training programs. The Trainer and the Supervisors routinely monitor operations in our Call Center focused on Quality Assurance. All new CSRs undergo a six-week training course that includes classroom training, observation and one-on-one mentoring. The classroom training topics include, but are not limited to:

Topic	Description
Operations	CSRs do ride-alongs with drivers and are given detailed equipment familiarization training to include new product offering training.
Soft Skill Training	Customer service etiquette, listening, issue resolution
Service Machine	A set of standards governing service performance, recovery and tracking.
Knowledge	A web-based data repository of our service areas and contracts



Topic	Description
Base	MAS Waste Management's accounts receivable system  Websites utilized in some area's to access local information  In addition to new hire training, CSRs are provided on-going training in daily, weekly, and on an as needed basis.
Daily Huddles	Each day is kicked off with a huddle to review the previous day, introduce new information and prepare for the new day.
Weekly Training	Held every week, all CSRs attend training on new Corporate initiatives, skill refreshers, and contract/site specific areas.
Performance Coaching	Performance coaching plans are developed, reviewed and implemented with each CSR with follow-ups occurring a minimum of once per month.
Quality Assurance	Each CSR has five telephone calls per month monitored and scored by a Customer Service Supervisor/Manager as well as five calls per month monitored and scored by an outside company. If areas of improvement are identified, additional training and coaching are provided.

Customer contacts including requests for service, change of status, change of service, status of service, complaints and compliments are recorded in the MAS Ticket System. Each ticket is created in an open status and requires closure upon completion of requested action and/or resolution. The timeframe for ticket closure is dependent upon the type of ticket opened. Local management and their teams are responsible for providing requested service and/or issue resolution and monitor tickets live in MAS.

- If an issue requires immediate attention and/or escalation, an email is also sent to the attention of the Operation Management Team.
- If a repeat issue occurs within two months, a ticket is also opened to alert the Management Team that a reoccurring problem exists.

Ticket creation, closure and tracking as well as service recovery falls under Service Machine Standards and are reported weekly and tracked Corporate-wide. Local management is responsible and accountable for these statistics.

## Narrative Statement

### Residential Waste and Recycling Collection

#### Automated Curbside Service

Trash collection will occur on a weekly schedule, whereas recycling collection will be every other week as shown in the proposal. City of Oak Creek will provide residential waste and single sort recycling carts and retain ownership of residential waste and single sort recycling carts. WM will provide replace or repair broken carts. Carts will be wheeled with lids, to prevent scatter and to defend from weather and animals.



Automated Side Load trucks will be used for collection, with a spare ASL allocated to the City service as well.

### Municipal Waste and Recycling Disposal Facilities

Waste Management will use the following facilities for the City's trash and recycling services:

- WM Recycle America Material Recycling Facility (MRF)
  - o Located at W132N10487 Grant Drive, Germantown, WI 53022
- WM Metro Landfill
  - o Located at 10712 S. 124<sup>th</sup> St., Franklin, WI 53132

## Proposal Summary

The following proposal is based on approximately 8,373 residential units and a 3-year contract for Automated Trash and Recycling Collection. The base rate includes all items in Exhibit A & Exhibit B. Of the 30 x 20 yard roll-off dumpsters, we will include two for tires. All additional tire dumpsters will be charged at the proposed rate:

### Fully Automated Collection Service (includes all state taxes, disposal and environmental fees):

Three (3) Year Contract – Please see attached rate sheet for pricing for all line items.

### Change in Rate:

Rates will be guaranteed for the first year of a three (3) year contract. On the anniversary date of the contract, annual rate changes will occur. The annual rate changes will be tied to the CPI Index – All Items, Water/Sewer/Trash, Garbage Collection, Index – 12-month percentage change, minimum three percent (3%).

All other current taxes, and disposal and environmental fees are included in the rates above. Any increase in taxes or new taxes introduced that directly affect the disposal and/or service for the City will be negotiated between Waste Management of WI, and the City as outlined in the RFP response.

We thank you for your consideration of our proposal. We are very excited about this opportunity and look forward to continuing a beneficial, long-term working relationship with the City of Oak Creek and it's residents.

Please contact me at (262) 226-5230, or [mschoenl@wm.com](mailto:mschoenl@wm.com), if you have any questions, comments, or concerns on the proposal provided above.

Best Regards,



Mike Schoenleber

Public Sector Services

Waste Management, Inc.

**BID FORM**

City of Oak Creek  
8040 S. 6<sup>th</sup> Street  
Oak Creek WI 53154

**INVITATION:**  
**BID OPENING DATE: 10/04/2021**  
**TIME: 2:15 P.M. Local Time**  
**LOCATION: Oak Creek City Hall**  
**8040 S. 6th Street, Oak Creek WI.**

**INVITATION TO BID CONTRACTOR INFORMATION**

**Company Name:** Waste Management of Wisconsin, Inc.  
**Address:** 10712 South 124th St.  
**City, State, Zip Code:** Franklin, WI 53132

- |   |    |                |        |
|---|----|----------------|--------|
| <b>1. Solid Waste BASE BID LUMP SUM</b> | \$ | <u>\$10.25</u> | Year 1 |
|   | \$ | <u>\$10.66</u> | Year 2 |
|   | \$ | <u>\$11.09</u> | Year 3 |

**Total Solid Waste Base Bid \$** \$3,214,870.29

- |   |    |                     |   |
|---|----|---------------------|---|
| <b>2. Additional 12 yard dumpster delivery and disposal for sweepings</b> | \$ | <u>\$120.00</u>     | per haul (includes T&D)   |
| <b>3. Additional 30 yard dumpster delivery and disposal for trash</b>     | \$ | <u>\$365.00</u>     | per haul (includes T&D)   |
| <b>4. Additional 42 yard dumpster delivery and disposal for compactor</b> | \$ | <u>\$300.00</u>     | per haul (includes T&D)   |
| <b>5. Additional tipping fee for City owned garbage trucks</b>            | \$ | <u>\$45.00</u>      | per ton   |
| <b>6. Additional tipping fee and cost for Concrete</b>                    | \$ | <u>\$75.00</u>      | per ton <small>per load not less than 10 cubic feet. Concrete acceptable for recycling. Clean, unpainted and free of debris or contaminants</small> |
| <b>7. Additional tipping fee and cost Leaves</b>                          | \$ | <u>No Quotation</u> | per ton   |
| <b>8. Additional tipping fee and cost for tested soil</b>                 | \$ | <u>\$40.00</u>      | per ton <small>Soil must be tested, profiled and approved for acceptance</small>  |
| <b>9. Cost for Additional 96 Gallon Cart for Resident</b>                 | \$ | <u>\$60.00</u>      | per year  |

- |  |    |               |        |
|--|----|---------------|--------|
| <b>10. Recycling BASE BID LUMP SUM</b> | \$ | <u>\$4.10</u> | Year 1 |
|  | \$ | <u>\$4.26</u> | Year 2 |
|  | \$ | <u>\$4.43</u> | Year 3 |

**Recycling Base Bid \$** \$1,285,948.11

- |  |    |                 |                         |
|--|----|-----------------|-------------------------|
| <b>11. Additional 20 yard dumpster delivery and disposal for comingled</b> | \$ | <u>\$250.00</u> | per haul (includes T&D) |
| <b>12. Additional 20 yard dumpster delivery and disposal for tires</b>     | \$ | <u>\$445.00</u> | per ton                 |
| <b>13. Additional 42 yard dumpster delivery and disposal for compactor</b> | \$ | <u>\$300.00</u> | per haul (includes T&D) |
| <b>14. Cost for Additional Recycling Cart for Resident</b>                 | \$ | <u>\$60.00</u>  | per year                |

Total Solid Waste and Recycle Bid \$ \$4,500,818.40

All proposals shall be accompanied by a bid bond, certified Check made payable to the City of Oak Creek for not less than five percent (5%) of the proposal amount.

Addenda to the specifications are included in the above price and receipt thereof is acknowledged as follows:

Addenda No. 01, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(Insert numbers of addenda received, if any)

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.  
NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: NA % NA DAYS

Sworn statement of bidder pursuant to Section 66.0901 Wisconsin Statutes: I, being duly sworn at (city), (state), on oath, do hereby state on behalf of said bidder that I have examined and carefully prepared this proposal from the specifications and other contract documents and have checked the same in detail before submitting this proposal; and that this sworn statement I hereby made an integral part of this proposal.

Authorized Signature: 

Company Name: Waste Management of Wisconsin, Inc.

Typed/Printed Name: Michael Schoenleber

Date: 10-1-2021

Title: Public Sector Sales Rep

Telephone 262-251-4000

Number: 262-226-5230

E-mail mschoenl@wm.com

Fax Number: 262-251-8350

2. FIRM NAME: Waste Management of Wisconsin, Inc.

3. OFFICIAL ADDRESS: 10712 South 124th St., Franklin, WI 53132

4. Telephone Number: 262-251-4000 Fax Number: 262-251-8350

WITNESS

5. By: Renee Phelan (Signature) DATED: 10/12/11

6. RENEE PHELAN (Printed/Typed Name and Title)

7. Where the Bidder is a corporation, add Attest \_\_\_\_\_  
(SEAL) Secretary (signature)

8. CERTIFIED CHECK OR BID BOND ENCLOSED IN THE

FOLLOWING AMOUNT: \$ \_\_\_\_\_ 5% of total proposal amount

## SINGLE STREAM SPECIFICATIONS

**RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:**

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 - with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) - empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans - empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	

RECYCLABLES may include the following with the written consent of WM:

Plastic containers with symbols #3-#7 - empty (no expanded polystyrene), empty	Glass food and beverage containers - brown, clear, or green - empty
Aseptic containers	Cartons

**NON-RECYCLABLES include, but are not limited to the following:**

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries



**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS that we,

WASTE MANAGEMENT OF WISCONSIN, INC.  
10712 S. 124th St., Franklin, WI, 53132

as Principal, hereinafter called the Principal, and

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
One Tower Square, Bond 5/PB, Hartford, CT, 06183

a corporation duly organized under the laws of the state of CT,

as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF OAK CREEK  
8040 S. 6th Street, Oak Creek, WI, 53154

as

Obligee, hereinafter called the Obligee, in the sum of Five percent of the total proposal amount

Dollars (\$ 5% of the total proposal amount ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for  
Solid Waste and Recycling Collection Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and executed this 4th day of October, 2021.

WASTE MANAGEMENT OF WISCONSIN, INC.  
Principal

By: Misty Wright  
Misty Wright, Attorney-in-Fact

Witness: Amanda George  
Amanda George

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Surety

By: Andrea M. Penaloza  
Andrea M. Penaloza, Attorney-in-Fact

Witness: Lupe Tyler  
Lupe Tyler

POWER OF ATTORNEY

**KNOWN ALL MEN BY THESE PRESENTS** that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint KD Conrad, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Jennifer L. Jakaitis, Terri L. Morrison, Andrea M. Penaloza, Patricia A. Rambo, Lupe Tyler, Susan A. Welsh, Donna Williams, and Misty Wright of Aon Risk Services, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.


The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

**IN WITNESS WHEREOF**, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of October 4, 2021.

Witness:

  
\_\_\_\_\_

On behalf of Waste Management, Inc. and  
each of the other WM Entities

  
\_\_\_\_\_  
David Reed  
Vice President and Treasurer



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrea M. Penaloza** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **October**, **2021**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



P.O. BOX 329  
WHITEWATER, WI 53190  
262-473-4700 • Fax: 262-473-6775  
www.johnsdisposal.com  
email: office@johnsdisposal.com

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## DISPOSAL SERVICE, INC.

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October 4, 2021

The City of Oak Creek  
Attn: Ted Johnson  
800 West Puetz Road  
Oak Creek, WI 53154

Re: Solid Waste & Recycling Collection Services

Dear City Council,

I regret to inform you that Johns Disposal Service will not be providing a proposal in response to the RFP released for the hauling and disposal of garbage and recycling. We would be very interested in providing a proposal next year should the City opt to extend with your current hauler for one year.

As you know, Johns is committed to providing unmatched customer communication and collection services to the communities we work with. With such a difficult labor market, we are not able to add any additional municipal accounts at this time. We are optimistic that the labor force and ability to secure new equipment will improve in 2022 and allow us to give the City a proposal.

Please do not hesitate to reach out to me directly at 262-473-4700 ext. 224 if you have any questions or would like to schedule a meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate Austin".

Nate Austin  
Municipal Accounts Manager

PRINTED ON RECYCLED PAPER

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Residential • Commercial • Industrial • Recycling • Refuse Disposal

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## COMMON COUNCIL REPORT

**Item:** Lakeshore Commons Storm Water Maintenance Agreement

**Recommendation:** That the Common Council adopts Resolution No. 12265-101921, a resolution approving a storm water management practices maintenance agreement with F STREET OCLV, LLC, for the Lakeshore Commons development located at S. 5<sup>th</sup> Avenue and Lake Vista Parkway. (Tax Key Nos. 868-9993-001, 868-9994-002, 868-9996-002) (4<sup>th</sup> Aldermanic District)

**Fiscal Impact:** None.

**Critical Success Factor(s):**

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

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**Background:** The proposed Lakeshore Commons development requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

**Options/Alternatives:** Not to adopt this resolution and therefore the storm water permit cannot be issued resulting in the development being unable to proceed per Section 13.107 of the Municipal Code.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Philip J. Beiermeister, P.E.  
Environmental Design Engineer

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, P.E.  
City Engineer

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Attachments: Resolution No. 12265-092121, Storm Water Management Maintenance Agreement

RESOLUTION NO. 12265-101921

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

**RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH F STREET OCLV, LLC FOR THE LAKESHORE COMMONS DEVELOPMENT LOCATED AT S. 5TH AVENUE AND LAKE VISTA PARKWAY**

**(TAX KEY NOS. 868-9993-001, 868-9994-002, 868-9996-002)**

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

WHEREAS, F STREET OCLV, LLC (Owner), requires onsite storm water management practices for their proposed Lakeshore Commons development located at S 5<sup>th</sup> Avenue and Lake Vista Parkway, and,

WHEREAS, the City requires that the Owner enter into a Storm Water Management Practices Maintenance Agreement, and,

WHEREAS, the required Storm Water Management Practices Maintenance Agreement has been prepared and signed by the Owner,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached Storm Water Management Practices Maintenance Agreement, as signed by the Owner, is hereby approved by the City.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute the attached agreement on behalf of the Common Council of the City of Oak Creek and upon execution by both the City of Oak Creek and the Owner, the City Attorney is hereby authorized and directed to record the same in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21<sup>st</sup> day of September, 2021.

Passed and adopted this 21<sup>st</sup> day of September, 2021.

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

Approved this 21<sup>st</sup> day of September, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

Document Number	LAKESHORE COMMONS Storm Water Management Practices Maintenance Agreement Document Title
-----------------	--

Recording Area

Michael C. Simmons  
Engineering Department  
8040 S. 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Name and Return Address

868-9993-001, 868-9994-002, 868-9996-002

Parcel Identification Number (PIN)

## STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between F STREET OCLV, LLC, hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

Being a part of Government Lots 3 & 4, and the West 1/2 of the Fractional Southwest 1/4, of Section 24, Township 05 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Lakeshore Commons, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the City and the Owner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Oak Creek, require that on-site storm water management practices as defined in Section 13.103 of the Oak Creek Municipal Code be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.



5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:
  - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Owner, its successors and assigns, including any homeowners association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Detention Basin Maintenance Standards (Exhibit B) and the Bioretention/Bioinfiltration Maintenance Standard (Exhibit C).
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.

WITNESS the following signatures and seals:

F STREET OCLV, LLC

*Jessica Guzman*  
Jessica Guzman

The foregoing Agreement was acknowledged before me this 7<sup>th</sup> day of September, 2021,  
by the above named Jessica Guzman

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: 15 permanent



CITY OF OAK CREEK, WISCONSIN

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021,  
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

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

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

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

Approved as to Form:

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

\_\_\_\_\_  
Date



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

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

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

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

Location: \_\_\_\_\_

Detention Basin Type:    Wet Pond    \_\_\_\_\_    Underground    \_\_\_\_\_  
                                  Extended Dry    \_\_\_\_\_    Bioretention    \_\_\_\_\_  
                                  Artificial Wetland    \_\_\_\_\_

Watershed: \_\_\_\_\_

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

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

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

**EXHIBIT C**  
**BIORETENTION/BIOINFILTRATION MAINTENANCE STANDARDS**

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Side Slopes, Embankments and surface overflow	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	If facility is located in a platted subdivision, multi-family apartment complex, planned development or a mobile home district, mowing the exterior perimeter of the garden and adjacent slopes is needed when vegetation exceeds 6 inches in height. In all other areas, mowing is needed when vegetation exceeds one foot in height.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Trees and bushes should be removed where they interfere with maintenance activities or provide too much shade to the garden.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rock rip-rap, planting of grass, erosion mat.
Pretreatment Area and Flow Entrance	Sediment accumulation in pretreatment areas	Sediment depth exceeds 2-inches.	
	Level/Flow Spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed through the entire width.	Level the spreader and clean so that flows are spread evenly over entire width.
Inlet/ Outlet Structure	Debris and Sediment	Inlet/outlet areas clogged with sediment and/or debris.	Remove material so that there is no clogging or blockage in the inlet and outlet area.
	Damaged	Any dent that decreases the cross section area of pipe by more than 10% or retards the flowage of water.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet structure; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
Infiltration/ Ponding Area	Vegetation/Weeds	When grass becomes excessively tall; when nuisance weeds and other vegetation starts to take over.	Mow vegetation or remove nuisance vegetation so that flow is not impeded.
	Dead Plants	Annually each spring when new growth is 3"-5" tall.	Dead stalks and seed heads from previous seasons growth are cut and removed.
		Individual dead or diseased plants.	Remove and replace plants.
	Sediment accumulation	Plants become crowded or begin to decline or die in the center of a clump.	Plant growth is improved by removing or dividing plants in spring before they are 4" tall.
	Standing Water	When water stands between storms and does not drain freely.	Any of the following may apply: remove sediment or trash blockages, remove clogged check dams, add underdrain.
Leaves	Leaves collect in the bottom of the garden in excess of 4" deep.	Leaves are removed in fall or spring. A 2"-4" layer of shredded leaves is okay provided they do not clog or go down the outlet pipe.	

## COMMON COUNCIL REPORT

- Item:** Award of Parking Lot Repaving - OCPD Contract
- Recommendation:** That the Common Council considers a motion to award the Parking Lot Repaving - OCPD unit price contract to the lowest responsive, responsible bidder, Cornerstone Pavers, LLC, at the estimated cost of \$57,286.25. (Project No. 17006)
- Fiscal Impact:** Funding was allocated in the 2017 Capital Improvements budget for this item under the CIP #17006. There is a current balance of \$75,000.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
  - Thoughtful Development and Prosperous Economy
  - Safe, Welcoming, and Engaged Community
  - Inspired, Aligned, and Proactive City Leadership
  - Financial Stability
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** The Common Council adopted Ordinance No. 2830 on December 9, 2016, adopting the 2017 Budget and authorizing \$75,000 in funding for improvements to the Oak Creek Police Department parking lot. The original project construction was anticipated to be completed by Department of Public Work's staff but unfortunately the availability of staff has been very limited to date. Due to this limited availability of staff the Engineering Department was asked to prepare plans and specifications for the project's public bid in 2021. Plans and specifications for the project were prepared, the work was advertised, and the following three bids were received:

Contractor	Bid
Cornerstone Pavers	\$57,286.25
LaLonde	\$58,840.81
Poblocki Paving	\$98,675.00

This is a unit price contract, so bids have been evaluated based on estimated quantities. City payments to the contractor will reflect actual installed and measured quantities.

**Options/Alternatives:** To reject the bids and not repair the parking lot in 2021, or to direct Engineering Department to rebid the project later in 2021 for construction in 2022.

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Matthew J. Sullivan, PE  
Assistant City Engineer

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, PE  
City Engineer

---

Attachments:



## COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 10/19/2021 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$680.00 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 (favorable background reports received):
 

* Brian S. Emery (Waters of Oak Creek)	* Lulezim Faqolli (Sports Café)
* Yesenia E. Lopez (BelAir Cantina)	* Mitchell A. Piraino (Kwik Trip)
* Samantha J. Phillips (Smoke Creek)	* Kenneth T. Johnson, Jr. (South Shore Cinema)
  
2. Grant a Change of Agent to the Kwik Trip Inc., dba Kwik Trip #576, 2040 W. Ryan Rd., from to Laura Manke to Kristen Herwig-Kuzmiuk.
  
3. Grant a Transfer of retail the Class A Combination issued to Fortune Inc., dba Discount Smokes & Spirits (formerly known as Discount Tobacco & liquor) from its current premise of 2151 E. Rawson Ave., to 2111 E. Rawson Ave., with issuance subject to final inspection approvals and receipt of Occupancy Permit.

**Options/Alternatives:** None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Christa J. Miller CMC/WCMC  
Deputy City Clerk

Fiscal Review:

Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Attachments: none





## COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the October 13, 2021 Vendor Summary Report in the total of \$1,776,934.13.

**Fiscal Impact:** Total claims paid of \$1,776,934.13.

**Critical Success Factor(s):**

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

**Background:** Of note are the following payments:

1. \$41,521.00 to Baycom, Inc. (pg #4) for PD body cameras, Project #17029.
2. \$140,454.18 to Bestco UA (pg #4) for August & November Medicare supplement insurance.
3. \$5,924.50 to Buelow Vetter (pg #5) for legal services.
4. \$6,342.00 to Burris Equipment Co. (pg #5) for spreader.
5. \$1,160,352.99 to Commerce 94 Project DST (pgs #6 & 7) for Amazon payment per developer agreement.
6. \$7,782.00 to CTACCESS (pg #7) for Laserfiche annual support.
7. \$23,063.69 to E. H. Wolf & Sons, Inc. (pg #8) for fuel inventory.
8. \$17,473.22 to Enterprise FM Trust (pg #9) for DPW vehicle lease monthly payment, Project #19024.
9. \$13,990.00 to Godfrey & Kahn S.C. (pg #10) for legal services regarding F Street, property purchases, and redevelopment of lakefront site.
10. \$13,340.38 to Kansas City Life Insurance Co. (pgs #14 & 15) for November disability insurance.
11. \$8,618.10 to Mariani Plants (pgs #19 & 20) for street trees, Project 20018.
12. \$24,591.42 to Milwaukee Area Domestic Animal Shelter (pg #21) for 4th quarter operating costs, capital projects, and 2nd installment debt service.
13. \$38,431.80 to Milwaukee County EMS (pg #22) for Fire and PD annual fees.
14. \$28,745.43 to ModHome, LLC (pg #22) for BD Bond Refund.
15. \$10,980.00 Ruekert/Mielke (pg #26) for pavement evaluation.

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16. \$16,500.00 to Spielbauer Fireworks Co., Inc (pg #28) for 4th of July firework display.
  17. \$16,833.34 to Tyler Technologies, Inc. (pg #31) for consulting services.
  18. \$56,658.66 to US Bank (pgs #35-42) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
  19. \$34,308.29 to WE Energies (pgs #1 & 32) for street lighting, electricity & natural gas.
  20. \$10,327.05 to WI Court Fines & Surcharges (pg #33) for September court fines.
  21. \$5,357.71 to WI Dept. of Transportation (pg #33) for Drexel Avenue design, Project #21017.

Options/Alternatives: None

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Kristina Strmsek  
Staff Accountant

Fiscal Review:



Maxwell Gagrin, MPA  
Assistant City Administrator/Comptroller

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Attachments: 10/13/2021 Invoice GL Distribution Report