



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

COMMON COUNCIL MEETING AGENDA

NOVEMBER 2, 2020

7:00 P.M.

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

The City's Vision

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

IMPORTANT NOTICE

This meeting will be held in person and by video conference. Persons wishing to participate in the meeting may attend in person or register via <http://ocwi.org/register> prior to the start of the meeting. The webinar will start at 6:50 p.m. so those that registered may log in.

The meeting will also be live streamed on the City of Oak Creek YouTube Page via <http://ocwi.org/livestream> for those that wish to view the meeting.

Persons requiring other reasonable accommodations may contact the City at 414-766-7000. Requests should be made as far in advance as possible.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 10/20/20

Recognition

4. **Recognition:** The City of Oak Creek would like to recognize and honor the following military service members. These service members had banners displayed at Drexel Town Square during the summer of 2020.

Rank	Service Member	Branch
Private	Katlyn Brellenthin	Army
Senior Airman	Hannah Corbett	Air Force
Specialist	Jacob Corbett	Army
Petty Officer	Jesse Kovnesky	Navy
Petty Officer	Davis Repinski	Navy
Lance Corporal	Brandon Rome	Marine

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

Petty Officer
Staff Sergeant
Captain
Staff Sergeant

James Schumacher
Anthony Schulz
Crystal Staszak
Christian Tillett

Navy
Army
Air Force
Air Force

5. **Resolution:** Consider Resolution No. 12197-110220, a Resolution of Commendation to Steven P. Wilding, retiring Fire Department Lieutenant (by Committee of the Whole).

New Business

6. **Informational:** COVID-19 Update.

TREASURER

7. **Presentation:** Presentation of the 2020 Assessed Valuation and introduction of the new Oak Creek City Assessor, Robert Kilday.
8. **Motion:** Consider a motion to approve a renewal of the Institutional Agency and Custody Agreements with Marshall & Ilsley Bank (M&I)(BMO Harris Bank N.A.), under which it delegates its investment authority, through December 31, 2021, and to authorize the City Treasurer to execute such agreements (by Committee of the Whole).
9. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending September 30, 2020.

ENGINEERING

10. **Resolution:** Consider Resolution No. 12196-110220, accepting the workmanship of Musson Brothers Inc., and authorizing final payment for Project No. 14017 (5th District).
11. **Resolution:** Consider Resolution No. 12198-110220, accepting the workmanship of Payne & Dolan, Inc., and authorizing final payment under Project No. 19019 (Various Districts).

LICENSE COMMITTEE

12. **Motion:** Consider a motion to grant the various license requests as listed on the 11/2/20 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

13. **Motion:** Consider a motion to approve the October 27, 2020 Vendor Summary Report in the total amount of \$431,906.83 (by Committee of the Whole).

MISCELLANEOUS

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

Adjournment.

Public Notice

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

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

RESOLUTION 12197-110220

**RESOLUTION OF COMMENDATION
TO
STEVEN P. WILDING**

WHEREAS, Steven P. Wilding was appointed a paid-on-call Fire Fighter on April 14, 1986, appointed full time Fire Fighter February 6, 1989, promoted to Lieutenant on June 16, 2000, assigned to Acting Captain from November 19, 2006 to January 17, 2008; and

WHEREAS, Steven P. Wilding will be retiring from his position as Lieutenant on October 31, 2020, after 31 years and 9 months of full-time dedicated service to the City of Oak Creek Fire Department: and

WHEREAS, during his years of service, Steven P. Wilding has performed his duties admirably, looking out for the health, safety, and welfare of the citizens of Oak Creek; and

WHEREAS, Steven P. Wilding responded to many major alarms utilizing his skills in firefighting and rescue without hesitation; and

WHEREAS, Steven P. Wilding is an Emergency Medical Technician in the State of Wisconsin and during his career has cared for thousands of citizens who were sick or injured, always delivering caring and skilled emergency care to them; and

WHEREAS, Steven P. Wilding was the department's lead person for vehicle maintenance and repairs for many years, working with outside vendors and the City's Public Works department; and

WHEREAS, Steven P. Wilding served on the City's Cost Reduction Committee from 1993 to 1995 and was an active member of the City's Health Insurance Study Committee from 1996 to 2014; and

WHEREAS, Steven P. Wilding has been a very active member of the International Association of Firefighters Local 1848 and has served as the President for over 20 years; and

NOW, THEREFORE, BE IT RESOLVED that the City's best wishes for good health and happiness be extended to Steven P. Wilding and his family in his retirement years.

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

Passed and adopted this 2nd day of November 2020.

President, Common Council

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

COMMON COUNCIL REPORT

Informational: Presentation of the 2020 Assessed Valuation and Introduction to the new Oak Creek City Assessor, Robert Kilday.

Fiscal Impact: None; informational only.

Critical Success Factor(s):

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

Background: In October 2016, information on the city wide statistical assessment revaluation process was presented to the Common Council. These periodic presentations are done to provide current assessment data as well as to address any questions or concerns. Tyler Technologies Regional Manager - Wisconsin, Mark Link, is here to present the information.

Mark Link is also here to introduce the new Oak Creek City Assessor, Robert Kilday, from Tyler Technologies.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Attachments: 2020 assessed valuation report; 2020 2019 assessed value comparison report

2020 City of Oak Creek Revaluation Stratification

<u>STYLE</u>	<u>COUNT</u>	<u>% TOTAL</u>	<u>2020 ASSESSMENT</u>	<u>CHG FROM 2019</u>	<u>% CHG</u>
BI-LEVEL	109	0.01	27,307,700	1,008,500	0.04
CAPE COD	238	0.03	51,716,100	19,800	0.00
COLONIAL	1980	0.22	626,141,000	34,650,700	0.06
CONDO	1027	0.11	174,285,600	14,539,400	0.09
CONTEMPORARY	614	0.07	201,568,700	9,267,400	0.05
DUPLEX	71	0.01	20,926,800	21,100	0.00
OTHER	57	0.01	13,033,600	630,700	0.05
RANCH	4306	0.48	1,077,765,200	51,657,500	0.05
OLD STYLE	228	0.03	47,652,700	1,771,800	0.04
SPLIT LEVEL	357	0.04	88,253,100	2,384,400	0.03
TOTAL	8987	1.00	2,328,650,500	115,951,300	0.05

<u>LIVING AREA</u>	<u>COUNT</u>	<u>% TOTAL</u>	<u>2020 ASSESSMENT</u>	<u>CHG FROM 2019</u>	<u>% CHG</u>
LESS THAN 1000	586	0.07	97,474,800	1,852,300	0.02
1000-1199 SF	1247	0.14	249,396,700	12,317,600	0.05
1200-1399 SF	1622	0.18	347,881,000	15,094,500	0.05
1400-1599 SF	1318	0.15	318,295,100	11,438,500	0.04
1600-1799 SF	1283	0.14	339,473,500	16,355,400	0.05
1800-1999 SF	1067	0.12	309,069,200	15,462,700	0.05
2000-2200 SF	639	0.07	204,771,700	11,397,600	0.06
2200-2399 SF	550	0.06	192,244,200	10,756,200	0.06
2400-2599 SF	282	0.03	104,693,800	7,426,800	0.08
2600-2800 SF	171	0.02	67,229,700	7,643,800	0.13
> 2800 SF	222	0.02	98,120,800	6,205,900	0.07
TOTAL	8987	1.00	2,328,650,500	115,951,300	0.05

<u>YEAR</u>	<u>COUNT</u>	<u>% TOTAL</u>	<u>2020 ASSESSMENT</u>	<u>CHG FROM 2019</u>	<u>% CHG</u>
PRE-1920	129	0.01	28,103,600	1,221,900	0.05
1920-1945	213	0.02	42,226,000	1,288,900	0.03
1946-1954	327	0.04	65,079,500	451,700	0.01
1955-1964	1099	0.12	226,136,900	7,664,800	0.04
1965-1974	1138	0.13	259,508,600	10,964,200	0.04
1975-1984	994	0.11	227,485,300	9,675,800	0.04
1985-1994	1494	0.17	401,063,500	16,111,200	0.04
1995-2004	2749	0.31	769,850,300	36,822,000	0.05
2005-PRESENT	844	0.09	309,196,800	31,750,800	0.11
TOTAL	8987	1.00	2,328,650,500	115,951,300	0.05

CITY OF OAK CREEK
2020 VS. 2019
ASSESSMENT SUMMARY

REAL ESTATE

	2019				2020				DIFFERENCE				ASMT PCT	
	LAND	IMPROVEMENT	TOTAL	EQUALIZED	LAND	IMPROVEMENT	TOTAL	EQUALIZED	ASSESSED	EQUALIZED	PCT ASS'D	PCT EQL	2019	2020
RESIDENTIAL	602,454,700	1,631,653,900	2,234,108,600	2,235,298,700	612,134,800	1,741,489,500	2,353,624,300	2,371,007,400	119,515,700	135,708,700	5.35%	6.07%	61.12%	58.90%
COMMERCIAL	345,570,700	904,136,300	1,249,707,000	1,314,666,200	356,042,500	1,098,163,200	1,454,205,700	1,543,786,700	204,498,700	229,120,500	16.36%	17.43%	34.19%	36.39%
MANUFACTURING	32,511,900	130,557,700	163,069,600	165,232,100	35,802,400	142,645,700	178,448,100	178,448,100	15,378,500	13,216,000	9.43%	8.00%	4.46%	4.47%
AGRICULTURAL	382,200	0	382,200	340,900	360,500	0	360,500	336,000	(21,700)	(4,900)	-5.68%	-1.44%	0.01%	0.01%
UNDEVELOPED	122,900	0	122,900	362,500	134,900	0	134,900	378,300	12,000	15,800	9.76%	4.36%	0.00%	0.00%
AG FOREST	19,600	0	19,600	81,000	19,600	0	19,600	81,000	0	0	0.00%	0.00%	0.00%	0.00%
PRODUCTIVE FOREST	0	0	0	0	0	0	0	0	0	0	0.00%	0.00%	0.00%	0.00%
AG OTHER	3,351,200	4,621,400	7,972,600	9,301,500	3,839,200	5,012,700	8,851,900	9,418,600	879,300	117,100	11.03%	1.26%	0.22%	0.22%
TOTAL	984,413,200	2,670,969,300	3,655,382,500	3,725,282,900	1,008,333,900	2,987,311,100	3,995,645,000	4,103,456,100	340,262,500	378,173,200	9.31%	10.15%	100.00%	100.00%

PERSONAL PROPERTY

	2019		2020		DIFFERENCE		ASMT PCT		*2020 MFG VALUES ASSESSED VALUES ESTIMATED DUE TO NO FINAL VALUES ON STATEMENT OF ASSESSMENT
	ASSESSED	EQUALIZED	ASSESSED	EQUALIZED	ASSESSED	EQUALIZED	2019	2020	
MACHINERY, TOOLS, & PATTERNS	14,689,400	N/A	0	N/A	(14,689,400)	N/A	N/A	N/A	
FURNITURE, FIXTURES, & EQUIPMENT	55,306,400	N/A	53,375,500	N/A	(1,930,900)	N/A	N/A	N/A	
OTHER PERSONAL PROPERTY	24,876,200	N/A	24,074,400	N/A	(801,800)	N/A	N/A	N/A	
BUILDINGS ON LEASED LAND	9,922,000	N/A	759,000	N/A	(9,163,000)	N/A	N/A	N/A	
SUBTOTAL	104,794,000	72,839,700	78,208,900	78,344,000	(26,585,100)	5,504,300	N/A	N/A	
MFG PERSONAL PROPERTY	INCLUDED	32,881,200	32,968,900	33,953,600	N/A	1,072,400	N/A	N/A	
TOTAL	104,794,000	105,720,900	111,177,800	112,297,600	6,383,800	6,576,700	6.09%	6.22%	

SUMMARY

	2019		2020		DIFFERENCE			
	ASSESSED	EQUALIZED	ASSESSED	EQUALIZED	ASSESSED	EQUALIZED	PCT ASS'D	PCT EQL
REAL ESTATE	3,655,382,500	3,725,282,900	3,995,645,000	4,103,456,100	340,262,500	378,173,200	9.31%	10.15%
PERSONAL PROPERTY	104,794,000	105,720,900	111,177,800	112,297,600	6,383,800	6,576,700	6.09%	6.22%
TOTAL	3,760,176,500	3,831,003,800	4,106,822,800	4,215,753,700	346,646,300	384,749,900	9.22%	10.04%



COMMON COUNCIL REPORT

Item: Renewal of Institutional Agency and Custody Agreements with Marshall & Ilsley (M&I) Bank (BMO Harris Bank N.A.) through December 31, 2021

Recommendation: That the Common Council approves the renewal of the Institutional Agency and Custody Agreements with Marshall & Ilsley Bank (M&I) (BMO Harris Bank N.A.), under which it delegates its investment authority, through December 31, 2021, and to authorize the City Treasurer to execute such agreements.

Fiscal Impact: None; fee structure remains the same

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

Background: In August 2006 the City signed Institutional Agency and Custody Agreements with Marshall & Ilsley Bank (M&I) (BMO Harris Bank N.A.). BMO serves as one of the City's portfolio management companies with discretionary powers as defined in Section 66.0603(2) of the Wisconsin State Statutes. They also provide custody services for our BMO and DANA Investment securities.

On October 3, 2017, the Council approved renewal of these agreements for 2018 as recommended by the Finance Committee. We have since continued under these agreements. Although those charged with investment authority monitor the portfolio and performance on an ongoing basis, the governing board should annually renew the investment agreement under which it delegates its investment authority and review the performance of the institution with which its funds are invested. This renewal would again fulfill our statutory obligation.

Given the current vacancy of an ACA/Comptroller and newly created Personnel and Finance Committee, I respectfully request that the Council approve to continue under the current Agency and Custody Agreements with Marshall & Ilsley (M&I) Bank (BMO Harris Bank N.A.) through December 31, 2021. In 2021 this would be thoroughly reviewed by those charged with investment authority and the Personnel and Finance Committee with a recommendation brought to the Common Council later in 2021.

Options/Alternatives: Not renew the Institutional Agency and Custody Agreements and direct City Treasurer to work with BMO to liquidate the portfolio and seek new Custodial Services for DANA securities.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Attachments: Agency Agreement and Fee Schedule; Custody Agreement and Fee Schedule; September 30, 2020 BMO portfolio detail

**INSTITUTIONAL
AGENCY AGREEMENT**

CLIENT*

Type of Entity: Not-for-Profit/Government Entity For Profit

City of Oak Creek

Name of Entity

39-6022803

Taxpayer ID Number

Wisconsin

State of Formation

CLIENT CONTACT INFORMATION (Please provide advance written notice of any changes to Agent. Changes will not be effective until received by Agent.)

8640 South Howell Avenue

Street or P.O Box Number

Oak Creek, WI 53154

City

State

Zip

bhuretta@oakcreekwi.org

Email Address

(414) 768-6510

Phone:

Important Information on Opening a New Account.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

***Please attach authorization of agency agreement (e.g. corporate resolutions.)**

AGREEMENT made by and between the undersigned, as Client, and Marshall & Ilsley Trust Company N.A., as investment agent ("Agent"). For valuable consideration, Client and Agent agree that all assets deposited in this Account shall be managed and administered according to the following provisions of this Agreement:

1. **Appointment of Agent; Discretionary Authority.** Client hereby appoints Agent as Client's investment agent. Agent will work with Client to establish the investment goals of the Account, including sale, reinvestment and retention of assets deposited in the Account. Once these goals and an investment strategy have been agreed upon, Client grants Agent complete and unlimited discretionary authority to manage the assets in the

Account in a manner consistent with the investment objectives as agreed upon by Client and Agent and as may be modified in writing from time to time during the term of this Agreement. Without limiting this general power, Agent shall have the authority to do the following in its discretion, in addition to any other powers provided by law:

a. *Deposit of Assets.* Agent shall receive and invest in accordance with this Agreement, such cash, securities and other property that has been or may from time to time be delivered to Agent by or for the account of Client. The Agent is not obligated to accept and hold assets that would be difficult to handle or administer including, but not limited to, real estate or tangible personal property.

b. *Selection of Investments.* Agent has the authority to invest, reinvest and retain Account assets, in the Agent's discretion, pursuant to the investment options provided under Wisconsin Statute Section 66.0603, in order to pursue the investment objectives applicable to the Account.

c. *Selection of Brokers.* Agent may place orders for the purchase or sale of securities for the Account with such broker or brokers as it may select in its discretion, including its affiliate, M&I Brokerage Services, Inc., or to transact purchases from or make sales to the inventory of such affiliate and to incur any additional fee that may be charged by such broker or affiliate. Client acknowledges that Agent, in selecting brokers to effect securities transactions for the Account, will select brokers based upon capability, appropriateness of commission rates, and quality of research services provided. The reasonableness of commission rates is determined by comparison with rates that may be charged by others for similar services. It is possible that Agent may pay a brokerage commission higher than that charged by another broker in effecting the same transaction in recognition of the value of the brokerage or research services provided by the executing broker. The research services that are provided by certain brokers are of a type that are of assistance to Agent's personnel in evaluating securities, markets, economic conditions, and transactions in connection with the management of all of its client accounts. Accordingly, Client may benefit from such services that are paid from commissions charged to other client accounts of Agent and other client accounts may benefit from such services that are paid from commissions charged to the Client's account.

d. *Voting Authority, Corporate Action.* Agent is authorized to vote securities held in the Account, appoint proxies, and participate in corporate reorganizations, dissolutions, liquidations, or similar transactions. M&I shall process class action notifications and proof of claims automatically for all securities held in the M&I custody account, and prepare the necessary documentation prior to deadlines referenced in the notification. For purposes of this Agreement, M&I shall be deemed to have knowledge only of Class Actions for which it received notice from the Customer or its agent, the issuer or its agent. M&I shall credit the custody account, less fees, on a timely basis upon receipt. If the account holds Marshall & Ilsley Corporation stock, proxy information on such stock will be forwarded to and voted by Client.

e. *Selection of Agents.* Agent is authorized to retain and employ such agents as it deems appropriate, including accountants, attorneys and Agent's affiliate, M&I Investment Management Corp. Agent will not be liable for acting in good faith and in accordance with the reasonable advice and consultation of such agents.

2. *Custody and Safekeeping.* With respect to all assets in the Account, Agent agrees to keep all assets safely; collect all dividends, interest, other income and the proceeds of sales and redemptions on assets; and distribute net income and principal as directed by Client. Agent is authorized to sign any certificates and declarations reasonably necessary or convenient for the collection of dividends, interest or income on assets held in the Account. Agent is authorized to hold assets in the Account in the name of its nominee, registered in the name of Client or in bearer form.

a. *Multiple accounts.* Agent may maintain separate accounts to hold the assets in the Account to the extent authorized by the Client. Each separate account shall be identified on Exhibit #1. Generally the separate accounts may not be commingled for investment purposes unless the Client directs in writing that the assets in separate accounts shall be commingled. Agent shall prepare separate statements of account for each separate account.

b. *Conditional Credit.* Agent may, but is not required to, credit the Account conditionally on a payable date with interest, dividends, distributions, redemptions or other amounts due. If Agent is instructed to deliver securities or other property against payment, Agent may deliver them before receiving payment and credit the Account with anticipated proceeds. Otherwise, Agent will credit these amounts to the Account on the date of actual receipt and reconcile them to the Account. If Agent has credited the Account with an amount before collection and reconciliation, Agent is entitled to recover any credit from Client and Agent may reverse the credit as of payable or settlement date if and to the extent Agent does not receive these amounts in the ordinary course of business.

c. *Overdrafts Prohibited, Security Interest.* Cash overdrafts in the Account will not be permitted. However, to the extent they do occur, Agent, in its sole discretion, may permit funds to be advanced to the Account and charge the Account additional fees for these amounts advanced for the length of time the overdraft exists, such fees to be charged at M&I Marshall & Ilsley Bank's then prime rate of interest. Client grants to Agent a continuing security interest in the Account to secure the payment for any transactions effected for the Account and the repayment of any funds advanced to the Account.

3. *Periodic Reports.* During the term of this Agreement, Agent will provide periodic statements of account and will work with the Client to monitor investment performance. Client is responsible for promptly informing Agent of any errors or discrepancies on periodic statements. If Client does not notify us of any inaccuracies or errors within sixty (60) days of receipt of the periodic statements, Agent will deem the periodic statements correct and will not be liable for any inaccuracies or errors for the information or transactions described in the periodic statements.

4. *Fees and Expenses.* Agent shall charge against the Account the costs and expenses of its administration, including fees in accordance with Agent's standard fee schedule that may be in effect from time to time (or as otherwise agreed upon by

Client and Agent from time to time), transaction charges, and any taxes lawfully chargeable against the Account.

5. **Agent's Liability and Indemnification.** Agent shall render services under the Agreement as a prudent investor would, subject to any limitations specified in the investment objectives. Agent shall be under no duty to take or omit to take any action with respect to any assets held in this Account, except in accordance with this Agreement. Agent shall not be liable for any loss or depreciation (including, without limitation, any decrease in value of assets held in the account due to market activity) resulting from any action or inaction of Agent taken in good faith pursuant to the terms of this Agreement or as the result of following a direction or instruction from Client or any appointed agent or delegate. Client agrees to indemnify and hold harmless Agent, and Agent's officers, employees, agents and affiliates, from and against any loss, damage, liability or expense (including reasonable attorneys' fees) provided such loss is not the result of Agent's breach of its obligations under this Agreement or its willful misconduct. Agent's right to indemnification under this Agreement will survive the termination of this Agreement for any reason.

6. **Termination.** This Agreement may be terminated by either party upon thirty (30) days' written notice to the other, or sooner by mutual consent. Notice of termination shall not affect transactions initiated or services performed prior to termination. Upon termination, Agent shall deliver the assets in its custody as directed by Client or Client's legal successor.

7. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed by the laws of the state where Agent administers the Account, without regard to any conflict of law provisions.

b. **Entire Agreement, Successor.** This Agreement represents the entire agreement between Client and Agent and may only be amended in writing signed by both parties, except as provided in Section 4 with respect to fees. Any designation of Agent in this Agreement shall include its corporate successor. Any designation of Client shall include its legal successor.

c. **Reliance on Instructions.** Agent is authorized to rely and act upon any verbal, written or electronic communication or instructions from Client that it reasonably believes to be genuine. Agent is not responsible for the failure of any electronic media.

d. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair other provisions.

e. **Binding Agreement.** Client represents and warrants that all necessary action has been taken to authorize the execution of this Agreement and that this Agreement represents its legal and binding obligation.

f. **Catastrophic Events.** Agent shall not be liable to Client to the extent Agent's performance under this Agreement is delayed or prevented by events beyond Agent's

reasonable control, including, without limitation, revolution or other civil disorders; wars; acts of enemies; acts of terrorists; strikes; labor disputes; fires; floods; acts of God; federal, state or municipal action; and changes to any statute, ordinance or regulation.

8. **Special Provisions.** Client must initial where indicated in this section 8.

a. **Mutual Funds.** Client authorizes Agent to apply its Automated Cash Management System to the cash balances maintained in the Account from time to time. Agent shall select an appropriate money market mutual fund as the investment vehicle for the Automated Cash Management System. In addition, Client understands and agrees that: (i) Account assets may, from time to time, be invested in shares of the Marshall Funds and other mutual funds as chosen by Agent in its sole discretion and consistent with the investment objectives applicable to the Account; (ii) mutual funds held in the Account bear certain expenses and pay certain fees to investment advisers and other service providers and that Client, as a mutual fund shareholder, will bear a proportionate share of such expenses and fees along with other shareholders; (iii) Agent and its affiliates, including but not limited to M&I Investment Management Corp., provide custodial, investment management, administrative, shareholder and other services to, and receive fees from, Marshall Funds and other mutual funds held in Account; (iv) fees received by Agent and its affiliates from the Marshall Funds and other funds held in the Account for services provided to or on behalf of those funds are in addition to Agent's fees for services under this Agreement, and (v) if any mutual fund is chosen as an investment by Agent, then Agent shall provide Client with a current prospectus, which contains information regarding the fees and expenses of the mutual fund. Mutual fund shares are not deposits or obligations of, or endorsed or guaranteed by M&I Banks or any M&I affiliate. Mutual fund shares are not federally insured or guaranteed by the FDIC, the Federal Reserve Board, or any other government agency. Mutual fund investments involve risk, including possible loss of principal.

 (Client Initials)

b. **Authorized Persons.** Client hereby designates and authorizes the persons listed in Exhibit #1 to communicate instructions and directions for each identified account to Agent on behalf of Client. Such instructions or directions may be communicated to Agent in writing, verbally, or by any form of electronic communication. Agent is authorized to rely on instructions or directions from the authorized persons until notification by Client that such authorization has been revoked or modified.

c. **Disclosure of Beneficial Ownership.** Pursuant to SEC Rule 14b-2, Agent is required to provide certain beneficial ownership information to issuers of securities held in the Account. Client understands that, unless Client objects in writing below, Agent will disclose the name and address of each beneficial owner of securities held in the Account by Agent in nominee form to the issuers of those securities.

No - Do not disclose the Client's name, address and the number of shares held in the Account in nominee name to the issuers of the securities.

RB/B
(Client Initials)

9. Substitute Form W-9. Client certifies under penalties of perjury that: (1) the number shown on this form is the correct Employer I.D. number (or that Client is waiting for a number to be issued); (2) Client is not subject to backup withholding because: (a) Client is exempt from backup withholding, or (b) Client has not been notified by the Internal Revenue Service (the "IRS") that Client is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Client that it is no longer subject to backup withholding; and (3) Client is a U.S. entity (including a U.S. resident alien entity). [Instruction--You must cross out item (2), above, if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax returns.]

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

City of Oak Creek
Name of Client

By: Richard R. Bolender 08/04/2006
Name and Title Date

Richard Bolender, Mayor
By: Beverly A. Buretta 8/4/2006
Name and Title Date

Beverly A. Buretta, City Clerk/Comptroller
Accepted:
MARSHALL & ILSLEY TRUST COMPANY N.A., Agent

By: [Signature] A.V.P. 8/10/06
Name and Title Date

By: Christine M. Kuykendall 8/10/06
Name and Title V.P. Date

Office Address of Agent: (This section must be completed in order to establish the governing law for this Agreement.)

Marshall & Ilsley Trust Company, N.A.
111 E. Kilbourn Avenue
Milwaukee, WI 53202

Exhibit 1

Client authorizes Agent to establish and open the following account or subaccounts and designates the following authorized person or persons to communicate instructions for each account or subaccount to Agent. Agent may rely on instructions or directions from the authorized person or persons until Client notifies Agent that such authorization has been revoked or modified. Directions or instructions given by an authorized person will empower Agent to proceed in accordance with the Agreement and may be communicated by written, verbal or electronic forms of communication acceptable to Agent. Agent is not responsible for the failure of any transmission of instructions by any electronic media.

ACCOUNT

AUTHORIZED PERSON or PERSONS

61-1152-01-8

1. Beverly A. Buretta
2. Barbara A. Guckenberger
3. Richard R. Bolender

CLIENT : City of Oak Creek

By: Beverly A. Buretta Dated: 8/4/2006
Beverly A. Buretta, City Clerk/Comptroller

ACKNOWLEDGED BY MARSHALL & ILSLEY TRUST COMPANY N.A.

By: Kiri Pa A.V.P. 8/10/06

Investment Management Fee Schedule

The Cost

Investment Management and Custody

M&I Investment Management Corp., as investment counselor, charges an annual fee based on the market value plus accruals of the securities managed. Fees are based on month-end market values and charged monthly based on the following annual schedule:

First	\$20 million	20 basis points
Next	\$20 million	15 basis points
Over	\$40 million	10 basis points

Assets invested in the Marshall Government Money Market Fund are excluded from the schedule above.

Services included.

- Development and monitoring of investment policy statement
- Investment policy compliance
- Investment management within parameters of the City of Oak Creek.
- Direct access to portfolio manager
- Monthly reports
- Monthly performance measurement
- Standard reporting
 - Monthly financial statements
 - Monthly and annual performance measurement
 - 7 x 24 AdvisorWeb™ access to portfolio
- Cost basis maintenance
- Wire transfers
- Meetings at client location at frequency selected by client plus "ad hoc" meetings

Delivery charges and other miscellaneous out-of-pocket expenses will be charged as incurred. All fees are annual unless stated otherwise. This proposal assumes that the Marshall Government Money Market Fund will be used as the sweep vehicle and is contingent on M&I's review of all account related documents and assets. This proposal is valid for 90 days from the date of submission, April 7, 2006.

**INSTITUTIONAL
CUSTODY AGREEMENT**

CLIENT*

Type of Entity: Not-for-Profit/Government Entity For Profit

City of Oak Creek

Name of Entity

39-6022803

Taxpayer ID Number

WI

State of Formation

CLIENT CONTACT INFORMATION (Please provide advance written notice of any changes to Custodian. Changes will not be effective until received by Custodian.)

8640 South Howell Avenue

Street or P.O. Box Number

Oak Creek, WI 53154

City

State

Zip

bburetta@oakcreekwi.org

Email Address

(414) 768-6510

Phone:

Important Information on Opening a New Account.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask your name, street address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

*Please attach authorization of custody agreement (e.g. corporate resolution.)

AGREEMENT made by and between the undersigned, as Client, and Marshall & Ilsley Trust Company N.A., as Custodian ("Custodian"). For valuable consideration, Client and Custodian agree that all assets deposited in this Account shall be managed and administered according to the following provisions of this Agreement:

1. **Authority of Custodian.** Custodian is empowered to do all things necessary or convenient for the administration of this account. Without limiting this general power, it shall include the following powers and discretions, in addition to those provided by law:

a. *Acceptance of Assets.* Custodian shall receive in accordance with this Agreement, such cash, securities and other property that may from time to time be delivered to Custodian by or for the account of Client. The Custodian is not obligated to accept and hold assets that it deems to be inappropriate including, but not limited to, real estate or tangible personal property.

b. *Custody and Safekeeping.* With respect to all assets in the Account, Custodian agrees to keep all assets safely; collect all dividends, interest, other income and the proceeds of sales and redemptions on assets; and distribute net income and principal as directed by Client. Custodian is authorized to sign any certificates and declarations reasonably necessary or convenient for the collection of dividends, interest or income on assets held in the Account. Custodian is authorized to hold assets in the Account in the name of its nominee, registered in the name of Client or in bearer form.

c. *Transactions.* Custodian shall have the authority to execute orders to clear the purchase or sale of any securities upon Client's instructions; sell or buy fractions of shares to equal whole shares; and hold assets in the name of a nominee or in bearer form; all as Custodian, in its sole discretion, may deem proper unless Client shall have previously directed otherwise.

d. *Voting Authority, Corporate Action.* Client, or its agent or delegate, will vote or instruct Custodian to act with respect to proxies, warrants, tenders, rights, options, puts, calls, consents or other securities or actions affecting the Account. M&I shall process class action notifications and proof of claims automatically for all securities held in the M&I custody account, and prepare the necessary documentation prior to deadlines referenced in the notification. For purposes of this Agreement, M&I shall be deemed to have knowledge only of Class Actions for which it received notice from the Customer or its agent, the issuer or its agent. M&I shall credit the custody account, less fees, on a timely basis upon receipt. Custodian will not be liable for failing to act unless Custodian receives Client's instructions not less than 2 business days prior to the last scheduled date by which action is required.

e. *Conditional Credit.* Custodian may, but is not required to, credit the Account conditionally on the payable date with interest, dividends, distributions, redemptions or other amounts due. If Custodian is instructed to deliver securities or other property against payment, Custodian may deliver them before receiving payment and credit the account with anticipated proceeds. Otherwise, Custodian will credit these amounts to the Account on the date of actual receipt and reconcile them to the account. If Custodian has credited the Account with an amount before collection, Custodian is entitled to recover any credit from Client and Custodian may reverse the credit as of payable or settlement date if and to the extent Custodian does not receive these amounts in the ordinary course of business.

f. *Selection of Agents.* Custodian is authorized to retain and employ such agents as it deems appropriate including accountants, attorneys or other agents, including its affiliate, M&I Investment Management Corp. Custodian will

not be liable for acting in good faith in accordance with the reasonable advice and consultation of such agents.

g. *Multiple Accounts.* Custodian may maintain separate accounts to hold the assets in the Account. Each separate account shall be identified on Exhibit #1. Generally the separate accounts may not be commingled for investment purposes unless the Client directs in writing that the assets in separate accounts shall be commingled. Custodian shall prepare separate statements of account for each separate account.

2. *Investment Responsibility.* Client is responsible at all times for the investment management of the assets in the Account. Client may designate in writing, on the attached Exhibit #1, one or more third parties to give investment related instructions to Custodian. Custodian may rely upon these third party instructions to the same extent as if Client had given them.

3. *Client's Broker.* Client agrees to transact all purchases and sales of securities through a reputable broker of Client's choice and to communicate each transaction to Custodian within 24 hours after Client has given instructions to the broker. The purchase or sale of any securities involving "same-day" or "next-day" funds shall be immediately communicated to Custodian by Client.

4. *Overdrafts Prohibited. Security Interest.* Cash overdrafts in the Account will not be permitted. However, to the extent they do occur, Custodian, in its sole discretion, may permit funds to be advanced to the Account and charge the Account additional fees for the amounts advanced for the length of time the overdraft exists, such fees to be charged at M&I Marshall & Ilsley Bank's then prime rate of interest. Client grants to Custodian a continuing security interest in the Account to secure the payment for any transactions effected for the Account and the repayment of any funds advanced to the Account.

5. *Periodic Reports.* During the term of this Agreement, Custodian will provide periodic statements of account. Client is responsible for promptly informing Custodian of any errors or discrepancies on the periodic statements. If Client does not notify us of any inaccuracies or errors within sixty (60) days of receipt of the periodic statements, Custodian will deem the periodic statements correct and will not be liable for any inaccuracies or errors for the information or transactions described in the periodic statements.

6. *Fees and Expenses.* Custodian shall charge against the Account or invoice the Client for the costs and expenses of its administration, including fees in accordance with Custodian's standard fee schedule (or as otherwise agreed upon by Client and Custodian from time to time), transaction

charges, and any taxes lawfully chargeable against the Account.

7. Custodian's Liability and Indemnification.

Custodian shall be under no duty to take or omit to take any action with respect to any assets held in this Account, except in accordance with this Agreement. Custodian shall not be liable for any loss or depreciation (including, without limitation, any decrease in value of assets held in the Account due to market activity) resulting from any action or inaction of Custodian taken in good faith pursuant to the terms of this Agreement or as the result of following a direction or instruction from Client or any appointed Custodian or delegate. Client agrees to indemnify and hold harmless Custodian, and Custodian's officers, employees and affiliates, from and against any loss, damage, liability or expense (including reasonable attorneys' fees) provided such loss is not the result of Custodian's breach of its obligations under this Agreement or its willful misconduct. Custodian's right to indemnification under this Agreement will survive the termination of this Agreement for any reason.

8. Termination. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other, or sooner by mutual consent. Notice of termination shall not affect transactions initiated or services performed prior to termination. Upon termination, Custodian shall deliver the assets in its custody as directed by Client or Client's legal successor.

9. Miscellaneous.

a. *Governing Law.* This Agreement shall be governed by the laws of the state where Custodian administers the Account, without regard to any conflict of law provisions.

b. *Entire Agreement, Successor.* This Agreement represents the entire agreement between Client and Custodian, and except as provided in Section 6 with respect to fees, shall not be amended except in writing signed by both parties. Any designation of Custodian in this Agreement shall include its corporate successor. Any designation of Client will include its legal successor.

c. *Reliance on Instructions.* Custodian is authorized to rely and act upon any verbal, written or electronic communication or instructions from Client that it reasonably believes to be genuine. Custodian is not responsible for the failure of any electronic media.

d. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect or impair other provisions.

e. *Binding Agreement.* Client represents and warrants that all necessary action has been taken to authorize the

execution of this Agreement and that this Agreement represents its legal and binding obligation.

f. *Catastrophic Events.* Custodian shall not be liable to Client to the extent Custodian's performance under this Agreement is delayed or prevented by events beyond Custodian's reasonable control, including, without limitation, revolution or other civil disorders; wars; acts of enemies; acts of terrorists; strikes; labor disputes; fires; floods; acts of God; federal, state or municipal action; and changes to any statute, ordinance or regulation.

10. Special Provisions. Client must initial each section below:

a. *Mutual Funds.* Client authorizes Custodian to apply its Automated Cash Management System to the cash balances maintained in the Account from time to time. Client hereby initially authorizes the use of the Money Market Fund checked below as the investment vehicle for the Automated Cash Management System. Client acknowledges receipt of the current prospectus for the Marshall Money Market Funds, which contains information regarding the fees and expenses of the Fund selected. Client understands and agrees that: (i) Account assets may, from time to time, be invested in shares of the Marshall Funds and other mutual funds; (ii) mutual funds held in the Account bear certain expenses and pay certain fees to investment advisors and other service providers and that Client, as a mutual fund shareholder, will bear a proportionate share of such expenses and fees along with other shareholders; (iii) Custodian and its affiliates, including but not limited to M&I Investment Management Corp., provide custodial, investment management, administrative, shareholder and other services to, and receive fees from, Marshall Funds and other funds held in the Account; and (iv) fees received by Custodian and its affiliates and other funds held in the Account are in addition to Custodian's fees for services under this Agreement. Mutual fund shares are not deposits or obligations of, or endorsed or guaranteed by, M&I Bank or any M&I affiliate. Mutual fund shares are not federally insured or guaranteed by the FDIC, the Federal Reserve Board, or any other government agency. Mutual fund investments involve risk, including possible loss of principal.

Marshall Prime Money Market Fund Class Y Shares

Marshall Government Money Market Fund Class Y Shares

Marshall Tax-Free Money Market Fund Class Y Shares

(Client Initials)

RB
CB

b. *Disclosure of Beneficial Ownership.*
Pursuant to SEC Rule 14b-2, Custodian is required to provide certain beneficial ownership information to issuers of securities held in accounts. Client understands unless Client objects in writing below, Custodian will disclose to the issuers of securities the name and address of each beneficial owner of securities held in securities held in the Account.

NO - Do not disclose Client's name, address and the number of shares held in the Account in nominee name to the issuer of the securities.

JRB (Client Initials)

c. *Authorized Persons.* Custodian may rely on instructions or directions from any designated person or third party shown on Exhibit #1 and/or Exhibit #2 until notification by Client that such authorization has been revoked or modified.

11. *Substitute Form W-9.* Client certifies under penalties of perjury that: (1) the number shown on this form is the correct Employer I.D. number (or that Client is waiting for a number to be issued); (2) Client is not subject to backup withholding because: (a) Client is exempt from backup withholding, or (b) Client has not been notified by the Internal Revenue Service (the "IRS") that Client is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Client that it is no longer subject to backup withholding; and (3) Client is a U.S. entity (including a U.S. resident alien entity.)
[Instruction--You must cross out item (2), above, if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax returns.]

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

City of Oak Creek
Name of Client
By: Richard R. Bolender 8/4/06
Name and Title Date
Richard R. Bolender, Mayor
By: Beverly A. Buretta 8/4/06
Name and Title Date
Beverly A. Buretta, City Clerk/Comptroller
Accepted:
MARSHALL & ILSLEY TRUST COMPANY N.A.,
Custodian
By: [Signature] A.V.P. 8/10/06
Name and Title Date

By: Christie M. Kuykendall 8/10/06
Name and Title V.P. Date

Office Address of Custodian: (This section must be completed in order to establish the governing law for the Agreement.)

Marshall & Ilsley Trust Company, N.A.
111 E. Kilbourn Avenue
Milwaukee, WI 53202

Exhibit #1

Client designates the following third parties to give investment or other instructions as it pertains to the below designated accounts to Custodian, provided that Custodian shall not accept instructions from any such third party to pay securities or cash to or for the account of anyone other than Client. Custodian may rely on these third party instructions to the same extent as if the Client had given the instructions. Such directions and instructions shall empower Custodian to proceed in accordance with this agreement and may be communicated to Custodian by written, verbal or electronic forms of communication acceptable to Custodian. Custodian is not responsible for the failure of any transmission of instructions by any electronic media.

Client has designated the following investment managers for the following accounts:

Account #

Investment Manager

Dana Investment Advisors, Inc.

Name of Client : City of Oak Creek

Dated 8/4/2006 By: Beverly A. Buretta
Beverly A. Buretta, City Clerk/Comptroller
Its: _____

Exhibit #2

Client designates the following persons are authorized to communicate directions and instructions to the Custodian. The Custodian is authorized to rely and act upon instructions and directions received from the authorized persons in writing, verbally or by any electronic form of communication. All such instructions and directions the Custodian believes to be genuine shall be binding. Custodian is not responsible for the failure of any transmission of instructions by any electronic media.

Client's designated persons authorized to communicate directions and instructions to the Custodian are:

AUTHORIZED PERSON or PERSONS

1. Beverly A. Buretta
2. Barbara A. Guckenberger
3. Richard R. Bolender

Name of Client City of Oak Creek

Dated 8/4/2006 By: Beverly A. Buretta
Beverly A. Buretta, City Clerk/Comptroller
Its: _____

Custody
Fee Schedule

X. The Cost

• **Asset Based Charges**

For domestic securities, ADR's, and DTCC eligible foreign securities, M&I charges a fee based on the market value plus accruals of all portfolios combined, exclusive of the portfolio managed by M&I Investment Management Corp. The fee is calculated monthly at an annual rate of 3 basis points.

• **Annual Per Account Fee**

\$250 annually per account
(Does not apply to M&I managed account or roll-up account)

• **Transaction Charges**

\$5 per transaction. Includes, but is not limited to sales, maturities and principal paydowns.

• **Services Included**

- Domestic custody
- Conversion
- Monthly and annual financial statements
- Standard monthly and annual performance measurement (optional)
- Cost basis maintenance
- 24 / 7 Internet access via AdvisorWeb™
- Daily sweep
- Wire transfers
- All client meetings

• **Fee Estimate**

The following fee estimate is based on an assumed balance of \$5 million and 50 holdings in the Dana managed portfolio. There are no custody or transaction fees associated with the M&I managed portfolio.

Annual per Account Fees:	
Account managed by Dana	\$250.00
Account managed by M&I	N / C
Roll-up account	N / C
Annual per account fee	\$250.00
Asset Based Charges	
(\$5 million x .03%)	\$1,500.00
Transaction Fees	
(estimated 600 x \$5/transaction)	\$3,000.00
Total Estimated Annual Fee	\$4,750.00

Delivery charges and other miscellaneous out-of-pocket expenses will be charges as incurred. All fees are annual unless stated otherwise. This proposal assumes that the Marshall Government Money Market Fund CL Y shares will be used as the sweep vehicle in all accounts and is contingent on M&I's review of all account related documents and assets. This proposal is valid for 90 days from the date of submission, June 6, 2006.



City of Oak Creek BMO GAM AGY

**Investment Position
09/30/20**

	Total Cost	Total Market	Market Appreciation/ Depreciation	% of Account at Market	Accrued Income	Estimated Annual Income	Market Yield
Fixed Income							
Treasury and Federal Agencies							
Short (Less Than 5 Years)	2,060,020.17	2,115,073.90	55,053.73	44.18	10,227.99	45,831.00	2.17 %
Long (Over 10 Years)	31,693.89	23,629.54	- 8,064.35	.49	55.22	658.00	2.81 %
Total Treasury and Federal Agencies	2,091,714.06	2,138,703.44	46,989.38	44.68	10,283.21	46,489.00	2.17 %
Non-Government Obligations							
Short (Less Than 5 Years)	1,263,058.47	1,301,029.91	37,971.44	27.18	7,078.96	31,713.00	2.44 %
Total Non-Government Obligations	1,263,058.47	1,301,029.91	37,971.44	27.18	7,078.96	31,713.00	2.44 %
Foreign Obligations							
Short (Less Than 5 Years)	772,785.20	799,671.05	26,885.85	16.71	3,696.27	19,098.00	2.39 %
Total Foreign Obligations	772,785.20	799,671.05	26,885.85	16.71	3,696.27	19,098.00	2.39 %
Total Fixed Income	4,127,557.73	4,239,404.40	111,846.67	88.56	21,058.44	97,300.00	2.30 %
Cash Equivalent	526,442.52	526,442.52	0.00	11.00	3.92	52.00	.01 %
Total Assets	4,654,000.25	4,765,846.92	111,846.67	99.56	21,062.36	97,352.00	2.04 %
Accrued Income							
Interest	21,062.36	21,062.36		.44			
Total Accrued Income	21,062.36	21,062.36	0.00	.44			
Total Assets and Accruals	4,675,062.61	4,786,909.28	111,846.67	100.00	21,062.36	97,352.00	2.03 %

CITY OF OAK CREEK
 BMO INVESTMENTS
 September 30, 2020

MONTH	INTEREST EARNED	REALIZED GAIN/(LOSS)	EXPENSES	UNREALIZED GAIN/LOSS	CHANGE IN ACCRUED INCOME	TOTAL INTEREST TO DATE	DEPOSITS/ WITHDRAWALS	CURRENT MARKET VALUE	MONTHLY INCREASE / DECREASE	ANNUALIZED INTEREST RATE	ONE YEAR RETURN
								\$ 4,652,686.82			
JANUARY	\$11,753.12	\$849.92	(\$771.08)	\$15,500.26	(\$2,427.60)	\$24,904.62	\$0.00	\$ 4,677,591.44	\$ 24,904.62	2.27%	3.92%
FEBRUARY	\$6,308.24	\$852.28	(\$773.34)	\$21,914.00	\$3,365.12	\$56,570.92	\$0.00	\$ 4,709,257.74	\$ 31,666.30	2.29%	4.48%
MARCH	\$13,069.32	\$527.35	(\$779.79)	(\$3,432.64)	(\$4,004.42)	\$61,950.74	\$0.00	\$ 4,714,637.56	\$ 5,379.82	2.26%	3.99%
APRIL	\$6,245.13	\$11.58	(\$774.94)	\$29,750.01	\$2,549.69	\$99,732.21	\$0.00	\$ 4,752,419.03	\$ 37,781.47	2.20%	4.63%
MAY	\$7,048.18	\$0.00	(\$764.16)	\$13,353.13	\$1,722.75	\$121,092.11	\$0.00	\$ 4,773,778.93	\$ 21,359.90	2.18%	4.48%
JUNE	\$8,462.09	\$0.00	(\$763.88)	(\$1,460.67)	\$122.47	\$127,452.12	\$0.00	\$ 4,780,138.94	\$ 6,360.01	2.16%	4.11%
JULY	\$11,939.59	\$0.00	(\$759.39)	(\$1,793.41)	(\$3,339.10)	\$133,499.81	\$0.00	\$ 4,786,186.63	\$ 6,047.69	2.11%	4.25%
AUGUST	\$8,895.83	\$31.00	(\$745.48)	(\$5,955.55)	(\$606.57)	\$135,119.04	\$0.00	\$ 4,787,805.86	\$ 1,619.23	2.08%	3.60%
SEPTEMBER	\$10,331.62	\$5.18	(\$729.88)	(\$9,162.43)	(\$1,341.07)	\$134,222.46	\$0.00	\$ 4,786,909.28	\$ (896.58)	2.03%	3.59%
OCTOBER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$134,222.46	\$0.00	\$ 4,786,909.28	\$ -	0.00%	0.00%
NOVEMBER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$134,222.46	\$0.00	\$ 4,786,909.28	\$ -	0.00%	0.00%
DECEMBER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$134,222.46	\$0.00	\$ 4,786,909.28	\$ -	0.00%	0.00%
TOTALS	\$84,053.12	\$2,277.31	(\$6,861.94)	\$58,712.70	(\$3,958.73)		\$0.00		\$134,222.46		

Prepared by: Sara Kawczynski, Deputy Treasurer
 10/23/20

S:\TREAS\Banking and Investment\Investment

COMMON COUNCIL REPORT

- Informational:** Treasurer Report on Investment and Banking for the City of Oak Creek accounts, month ending September 30, 2020.
- Fiscal Impact:** Presenting the monthly condition of the City treasury at an open meeting of the Common Council will provide additional financial data to decision makers while enhancing transparency to the public.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

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

Beginning Balance	Ending Balance	Interest Earned	Increase/(Decrease)
\$36,743,094.78	\$34,077,563.20	\$31,416.31	(\$2,665,531.58)

Activity: Tax Collection County Reimbursement \$777,977; Debt Service Payment (\$2,041,851)

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Attachments: Treasurer Report on Investment and Banking

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

Name of Account	Beginning Balance	Additions	Subtractions	Account Ending Balance	Actual Interest Earned	Interest Rate	Percentage of Total Invested
Tri City National Bank	10,887,923.82	4,960,670.73	(6,981,565.94)	8,867,028.61	502.22	0.09000%	26.02%
General Fund	9,592,081.84	4,309,616.28	(5,755,184.38)	8,146,513.74			
Title 125	59,441.91	23,555.63	(10,379.99)	72,617.55			
Police Credit Card	59,007.96	34,818.40	(674.76)	93,151.60			
Parks & Rec Counter Credit Card	14,315.31	7,442.80	(173.14)	21,584.97			
Tax Payment Account #2	839,333.50	-	(800,000.00)	39,333.50			
Parks & Rec Online Credit Card	21,913.45	3,414.00	(278.86)	25,048.59			
Health Insurance	1,946.92	503,341.47	(414,874.81)	90,413.58			
Tax Payment Account	18,375.73	-	-	18,375.73			
EMS	281,507.20	78,482.15	-	359,989.35			
0	-	-	-	-			
DANA Investment Advisors	5,819,919.14	10,242.22	(7,529.57)	5,822,631.79	10,242.22	1.36%	17.09%
BMO Global Asset Management	4,787,805.86	10,336.80	(11,233.38)	4,786,909.28	10,331.62	2.03%	14.05%
American Deposit Management (ADM)	0.00	-	-	0.00	-	-	0.00%
*ADM General Account Balance	0.00	-	-	0.00	-	-	-
Local Government Investment Pool (LGIP)	9,938,322.00	1,021.85	-	9,939,343.85	1,021.85	0.13%	29.17%
*LGIP General Account Balance	4,696,459.99	482.90	-	4,696,942.89	482.90	-	-
**Ehlers Investment	5,309,123.96	9,318.40	(656,792.69)	4,661,649.67	9,318.40	1.7400%	13.68%
Net of Fees	5,309,123.96	9,318.40	(657,555.52)	4,660,886.84			
Total Balance:	36,743,094.78	4,991,590.00	(7,657,121.58)	34,077,563.20	31,416.31		

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

Excludes Police Forfeiture Account;

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

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

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

COMMON COUNCIL REPORT

Item: Final Payment - Project No. 14017

Recommendation: That the Common Council approve Resolution No. 12196-110220, accepting the workmanship of Musson Brothers Inc. and authorizing final payment for Project No. 14017 (5th Aldermanic District).

Fiscal Impact: Final payment of \$18,668.09 is to be paid with Storm Water Fund No. 38 allocated to Project No. 14017.

Critical Success Factor(s):

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

Background: On January 21, 2020 the Common Council awarded this project to the low bidder, Musson Brothers, for an estimated cost of \$155,665.52. The project involved the replacement of two deteriorated corrugated metal culverts with one concrete box culvert.

Attached to this report is the final project payment cost breakdown, which identifies major contract item overages and shortages, as well as contract change orders (additions and deletions), that account for the final contract amount. In the end the final project cost comes out to about 16% (\$25,133.04) over the awarded bid price.

Being a unit price contract, bids are evaluated based on quantity estimates and final payment is made on measured as-built quantities. Some of the larger differences and additions included:

1. The construction of the box culvert required an offset in the watermain to be constructed which to safely install required the project limits to be increased significantly. This increase in limits increased the quantities for Asphalt Pavement and Crushed Aggregate Base Course which totaled \$13,623.64.
2. To complete the watermain offset an additional valve and cap were added under a contract modification totalling \$8,411.59. Water & Sewer Utility will be invoiced this amount.

Options/Alternatives: The Council could opt to not accept the work and thus not make the final payment. This would delay the project closeout.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Matthew J. Sullivan, PE
Assistant City Engineer

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Approved:



Michael C. Simmons, PE
City Engineer

Attachments: 12196-110220 Resolution, Project No. 14017 Final Payment Cost Breakdown

RESOLUTION NO. 12196-110220

BY: _____

**RESOLUTION ACCEPTING THE WORKMANSHIP OF
MUSSON BROTHERS INC.
AND AUTHORIZING FINAL PAYMENT**

**S. NICHOLSON ROAD
CULVERT REPLACEMENT**

PROJECT NO. 14017

(5TH ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek, hereinafter referred to as the City, and Musson Brothers Inc., hereinafter referred to as the contractor, entered into a contract whereby the Contractor agreed to perform certain public works under Project No. 14017 for the installation of box culvert improvements in the City of Oak Creek, in accordance with plans and specifications prepared by the City Engineer for the agreed price of \$155,665.52; and,

WHEREAS, said total final contract price has been determined to be \$180,798.56 as computed by the City Engineer using actual quantities, as measured, additions and deletions to the contract, and contract unit prices; and,

WHEREAS, the Contractor has completed all of the work set out in the specifications; and,

WHEREAS, the City Engineer has submitted his final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account, the sum of \$18,668.09.

NOW, THEREFORE, BE IT RESOLVED that the recommendation and report prepared by the City Engineer be accepted.

BE IT FURTHER RESOLVED that the City of Oak Creek does hereby accept the workmanship furnished by the Contractor, subject, however, to all guarantees and other obligations set out in the contract which the City of Oak Creek hereby reserves, if any, and subject to the right of the City of Oak Creek to commence an action or file a third party claim against the Contractor in the event that an action is commenced by anyone against the City of Oak Creek as a result of alleged injuries or wrongful death as a result of the condition of the work site or any other condition related to this project.

BE IT FURTHER RESOLVED that in order to guarantee said workmanship and materials on the box culvert installation for a period of 12 months after the acceptance of the work, the performance or contract bond, which has been made a part of the contract, shall be in effect until 12 months after the passage of the resolution.

BE IT FURTHER RESOLVED that the City, through its proper officials, issues its voucher in the sum of \$18,668.09 to the Contractor in full and final payment of the City's obligations under this contract.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 2nd day of November, 2020.

Passed and adopted this 2nd day of November, 2020.

President, Common Council

Approved this 2nd day of November, 2020.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

CONTRACTORS FINAL PAY ESTIMATE QUANTITY AND COST BREAKDOWN

PROJECT NO. **14017**
LOCATION: Nicholson Rd
DESCRIPTION: Culvert Improvements
GENERAL CONTRACTOR: Musson Inc

PREPARED BY: *M. Sullivan*
Assistant City Engineer
City of Oak Creek
Engineering Department

DATE PREPARED: Friday, October 16, 2020

CONTRACT BID AMOUNT: \$ 155,665.52
AUTHORISED ADDITIONS TO THE ORIGINAL CONTRACT AMOUNT: \$ 8,441.59
REVISED CONTRACT AMOUNT: \$ 164,107.11
AS-BUILT PROJECT COST: \$ 180,798.56
AMOUNT PAID PREVIOUSLY: \$ 162,130.47
AMOUNT DUE FINAL PAYMENT: \$ 18,668.09

AS AUTHORIZED AGENT OF THE ABOVE NOTED CONTRACTOR, I SIGNIFY THAT I HAVE REVIEWED AND ACCEPT THE FINAL AS-BUILT QUANTITIES AS NOTED ON THE

ATTACHED PAGES, AND REQUEST THAT FINAL PAYMENT BE MADE IN THE AMOUNT OF

\$ 18,668.09

ACCEPTED BY:

Andrew Rutting

(PRINT NAME)

Project Manager

TITLE

Charles Duffing

SIGNATURE

October 16, 2020

DATE ACCEPTED

CONTRACTORS FINAL PAY ESTIMATE QUANTITY AND COST BREAKDOWN

PROJECT NO: 14017
LOCATION: Nicholson Rd
GENERAL CONTRACTOR: Musson Inc

PREPARED BY: M. Sullivan
 Assistant City Engineer

BID ITEM	BID ITEM DESCRIPTION	BID QUANTITY		UNIT PRICE	AS-BUILT QUANTITY	AS-BUILT COST BID ITEMS
1	4' x 8' CONCRETE BOX CULVERT WITH END SECTIC	64	LF	\$ 810.63	64	\$ 51,880.32
2	EXCAVATION FOR STRUCTURES, CULVERTS	1	LS	\$ 21,579.64	1	\$ 21,579.64
3	STRUCTURAL BACKFILL	200	CY	\$ 44.45	200	\$ 8,890.00
4	REMOVE STEEL SHEET PILING DROP STRUCTURE	1	LS	\$ 4,884.33	1	\$ 4,884.33
5	REMOVE CULVERT	2	EA	\$ 1,628.11	2	\$ 3,256.22
6	SAWCUT ASPHALT PAVEMENT	48	LF	\$ 9.80	50	\$ 490.00
7	WATERMAIN OFFSET	1	LS	\$ 15,311.37	1	\$ 15,311.37
8	RAILING	52	LF	\$ 172.00	32	\$ 5,504.00
9	CRUSHED AGGREGATE BASE COURSE	40	TON	\$ 82.19	121.66	\$ 9,999.24
10	4" ASPHALT PAVEMENT	100	SY	\$ 72.00	196	\$ 14,112.00
11	HEAVY RIPRAP WITH GEOTEXTILE FABRIC	54	TON	\$ 90.47	71.04	\$ 6,426.99
12	SILT FENCE	100	LF	\$ 5.66	137	\$ 775.42
13	COFFERDAM WITH PUMPING	2	EA	\$ 6,358.63	2	\$ 12,717.26
14	EROSION MAT URBAN CLASS I TYPE A	600	SY	\$ 3.54	896.22	\$ 3,172.62
15	TOPSOIL AND SEED RESTORATION	500	SY	\$ 6.57	842.89	\$ 5,537.79
16	TOPSOIL AND WETLAND RESTORATION	100	SY	\$ 9.09	53.33	\$ 484.77
17	PAVEMENT MARKING	200	LF	\$ 12.00	355	\$ 4,260.00
18	TRAFFIC CONTROL	1	LS	\$ 3,075.00	1	\$ 3,075.00
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
Extra	Watermain Extra Valve and Cap	1	LS	\$ 8,441.59	1	\$ 8,441.59
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
	0	0	0	\$ -	0	\$ -
						\$ 180,798.56

COMMON COUNCIL REPORT

Item: Final Payment - Project No. 19019

Recommendation: That the Common Council approves Resolution No. 12198-110220, accepting the workmanship of Payne & Dolan, Inc., and authorizing final contract payment under Project No. 19019.

Fiscal Impact: Final payment of \$17,804.17 is to be paid with CIP provided funding.

Critical Success Factor(s):

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

Background: On April 16, 2019 the Common Council awarded this project to the low bidder, Payne & Dolan, for an estimated cost of \$1,318,164.45. The project included Wildwood Drive, which has LRIP grant funding tied to it, a segment on Pennsylvania Avenue that received a seal coating type treatment which will extend the life of pavement with minimal capital investment and crosswalk improvements that were outlined in the Safe Routes to School Action plan that was approved by Common Council in 2019.

Attached to this report is the final project payment cost breakdown, which identifies major contract item overages and shortages, as well as contract change orders (additions and deletions), that account for the final contract amount. In the end the final project cost comes out to about 16% (\$215,216.59) over the awarded bid price.

Being a unit price contract, bids are evaluated based on quantity estimates and final payment is made on measured as-built quantities. Some of the larger differences and additions are shown in the following table:

LOCATION	TYPE OF WORK	INCREASE OR REDUCTION IN COST	MAJOR CHANGE
15 th Ave	HMA Mill & Overlay	(\$50,000)	Reduced Base Patching
20 th St	HMA Mill & Overlay	(\$11,000)	Reduced Base Patching
Wildwood Dr	Reconstruction	\$319,000	Change in work to Reconstruction
Pennsylvania Ave	HMA Mill & Overlay	(\$55,000)	Reduced Base Patching & Asphalt
Sunnyview Dr	Conc. Patching & Overlay	\$3,000	Joint Repair Increase
Shire Place	Conc. Patching & Overlay	(\$10,000)	Reduced Curb Repair
Pennsylvania Ave	Various Seals	\$0	No Changes

LOCATION	TYPE OF WORK	INCREASE OR REDUCTION IN COST	MAJOR CHANGE
Various Intersections	SRTS Crosswalk Improvements	\$0	No Changes
High School Crosswalk Improvements	Pavement Markings	\$11,000	Contract Mod - New Items

- Unexpected damage incurred on Wildwood Drive during the Water & Sewer Utility project that preceded the road work. Due to the extent of the damage to the roadway a cost analysis was performed and it was determined that a complete reconstruction would be more cost effective than extensive patching that was originally planned. OCSW has agreed to pay \$71,620.51 of the additional road improvement costs and the city will receive \$79,282.28 from the LRIP grant funding.
- Three crosswalk improvements identified in the Safe Routes to School Action plan were completed as part of the project at a cost of \$42,061.56. This cost is to be paid with funds in CIP Project No. 19028.
- The pavement markings for the High School Crosswalk Improvements on Puetz Road were added to the contract by a change order totalling \$11,177.70. This contract change order is to be paid with funds in CIP Project No. 19031.

Options/Alternatives: The Council could opt to not accept the work and thus not make the final payment. This would delay the project closeout and not receiving the LRIP Grant reimbursement funds.

Respectfully submitted:




Andrew J. Vickers, MPA
City Administrator

Prepared:



Matthew J. Sullivan, P.E.
Assistant City Engineer

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Approved:



Michael C. Simmons, P.E.
City Engineer

Attachments: 12198-110220 Resolution, Project No. 19019 Final Project Payment Cost Breakdown

RESOLUTION NO. 12196-110220

BY: _____

**RESOLUTION ACCEPTING THE WORKMANSHIP OF
PAYNE & DOLAN INC.
AND AUTHORIZING FINAL PAYMENT**

**VARIOUS LOCATIONS CITY WIDE
STREET IMPROVEMENTS**

PROJECT NO. 19019

(2ND, 3RD, 4TH, & 5TH ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek, hereinafter referred to as the City, and Payne & Dolan Inc., hereinafter referred to as the contractor, entered into a contract whereby the Contractor agreed to perform certain public works under Project No. 19019 for the installation of street improvements in the City of Oak Creek, in accordance with plans and specifications prepared by the City Engineer for the agreed price of \$1,318,164.45; and,

WHEREAS, said total final contract price has been determined to be \$1,533,318.04 as computed by the City Engineer using actual quantities, as measured, additions and deletions to the contract, and contract unit prices; and,

WHEREAS, the Contractor has completed all of the work set out in the specifications; and,

WHEREAS, the City Engineer has submitted his final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account, the sum of \$17,804.17.

NOW, THEREFORE, BE IT RESOLVED that the recommendation and report prepared by the City Engineer be accepted.

BE IT FURTHER RESOLVED that the City of Oak Creek does hereby accept the workmanship furnished by the Contractor, subject, however, to all guarantees and other obligations set out in the contract which the City of Oak Creek hereby reserves, if any, and subject to the right of the City of Oak Creek to commence an action or file a third party claim against the Contractor in the event that an action is commenced by anyone against the City of Oak Creek as a result of alleged injuries or wrongful death as a result of the condition of the work site or any other condition related to this project.

BE IT FURTHER RESOLVED that in order to guarantee said workmanship and materials on the street improvements for a period of 12 months after the acceptance of the work, the performance or contract bond, which has been made a part of the contract, shall be in effect until 12 months after the passage of the resolution.

BE IT FURTHER RESOLVED that the City, through its proper officials, issues its voucher in the sum of \$17,804.17 to the Contractor in full and final payment of the City's obligations under this contract.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 2nd day of November, 2020.

Passed and adopted this 2nd day of November, 2020.

President, Common Council

Approved this 2nd day of November, 2020.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

CONTRACTORS FINAL PAY ESTIMATE QUANTITY AND COST BREAKDOWN

PROJECT NO. **19019 (40-19-40-01950-19019)**
LOCATION: Various Locations
DESCRIPTION: Street Improvements
GENERAL CONTRACTOR: Payne & Dolan

PREPARED BY: *Matthew J. Sullivan, PE*
Assistant City Engineer
City of Oak Creek
Engineering Department

DATE PREPARED: Friday, October 23, 2020

CONTRACT BID AMOUNT: \$ 1,318,164.45
AUTHORIZED ADDITIONS TO
THE ORIGINAL CONTRACT AMOUNT: \$ 385,554.65
REVISED CONTRACT AMOUNT: \$ 1,703,719.10
AS-BUILT PROJECT COST: \$ 1,533,381.04
AMOUNT PAID PREVIOUSLY: \$ 1,515,576.87
AMOUNT DUE FINAL PAYMENT: \$ 17,804.17

AS AUTHORIZED AGENT OF THE ABOVE NOTED CONTRACTOR, I SIGNIFY THAT I HAVE REVIEWED AND ACCEPT THE FINAL AS-BUILT QUANTITIES AS NOTED ON THE

ATTACHED PAGES, AND REQUEST THAT FINAL PAYMENT BE MADE IN THE AMOUNT OF \$ 17,804.17

ACCEPTED BY:

Kurt Postotnik

(PRINT NAME)

Kurt Postotnik

SIGNATURE

Project Manager

TITLE

10/27/20

DATE ACCEPTED

CONTRACTORS FINAL PAY ESTIMATE QUANTITY AND COST BREAKDOWN

PROJECT NO: 19019 (40-19-40-01950-19019)
 LOCATION: Various Locations
 GENERAL CONTRACTOR: Payne & Dolan

PREPARED BY: *Matthew J. Sullivan, PE*
 Assistant City Engineer

BID ITEM	BID ITEM DESCRIPTION	BID QUANTITY	UNIT PRICE	AS-BUILT QUANTITY	AS-BUILT COST
					BID ITEMS
204.0100	Removing Pavement	1900 SY	\$ 12.00	758.6	\$ 9,103.20
204.0105	Pavement Butt Joints	1900 SY	\$ 4.71	231.1	\$ 1,088.48
204.0109.S	Milling Concrete	16790 SY	\$ 1.82	10617.3	\$ 19,323.49
204.0110	Removing Asphaltic Surface	40 SY	\$ 10.00	171.1	\$ 1,711.00
204.0115	Asphaltic Butt Joints	680 SY	\$ 10.75	2323.2	\$ 24,974.40
204.0120	Milling Asphalt	25485 SY	\$ 1.55	4653.7	\$ 7,213.24
204.0150	Removing Curb and Gutter	1285 LF	\$ 8.00	899.8	\$ 7,198.40
204.0155	Remove Concrete Sidewalk	435 SY	\$ 2.00	506.4	\$ 1,012.80
204.0210	Removing Manholes	1 EACH	\$ 550.00	1	\$ 550.00
204.0220	Removing Inlets	3 EACH	\$ 550.00	0	\$ -
205.0100	Excavation Common	255 CY	\$ 33.00	250.4	\$ 8,263.20
211.0100.01	Prep Foundation (15th)	1 LS	\$ 1,300.00	1	\$ 1,300.00
211.0100.02	Prep Foundation (20th)	1 LS	\$ 1,200.00	1	\$ 1,200.00
211.0100.03	Prep Foundation (Wildwood)	1 LS	\$ 1,600.00	0	\$ -
211.0100.04	Prep Foundation (Penn: Drexel-Missouri)	1 LS	\$ 1,200.00	1	\$ 1,200.00
211.0100.05	Prep Foundation (Sunnyview)	1 LS	\$ 2,100.00	1	\$ 2,100.00
211.0100.06	Prep Foundation (Shire)	1 LS	\$ 800.00	1	\$ 800.00
305.0110	Base Aggregate Dense 3/4-inch	140 TON	\$ 93.68	267.4	\$ 25,050.03
305.0120	Base Aggregate Dense 1 1/4-inch	300 TON	\$ 26.00	240.7	\$ 6,258.20
320.0135	Concrete Base 7-inch	980 SY	\$ 51.00	54.9	\$ 2,799.90
320.0145	Concrete Base 8-inch	555 SY	\$ 54.00	482.8	\$ 26,071.20
390.0203	Base Patching Asphaltic	4050 SY	\$ 25.95	21.6	\$ 560.52
415.0110	Concrete Pavement 11-inch	125 SY	\$ 58.00	120	\$ 6,960.00
416.0610	Drilled Tie Bars	1270 EACH	\$ 11.00	387	\$ 4,257.00
455.0605	Tack Coat	2155 GAL	\$ 2.14	2050	\$ 4,387.00
460.5224	HMA Pavement 4LT 58-28 S	4185 TON	\$ 67.45	3520.9	\$ 237,484.71
460.5225	HMA Pavement 5LT 58-28 S	340 TON	\$ 73.75	763.7	\$ 56,322.88
460.6244	HMA Pavement 4MT 58-28 S	2300 TON	\$ 67.37	1996	\$ 134,470.52
601.0331	Concrete Curb and Gutter 31-inch	1575 LF	\$ 35.00	1593.4	\$ 55,769.00
601.0452	Curb Integral 30-inch Type D	120 LF	\$ 36.00	120	\$ 4,320.00
602.0410	Concrete Sidewalk 5-inch	120 SF	\$ 6.25	6653.5	\$ 41,584.38
602.0515	Detectable Warning Field	120 SF	\$ 40.00	400	\$ 16,000.00
608.0515	Storm RCP Class V 15-inch	120 LF	\$ 400.00	7	\$ 2,800.00
TOTAL COST THIS PAGE:					\$ 712,133.55

CONTRACTORS FINAL PAY ESTIMATE QUANTITY AND COST BREAKDOWN

PROJECT NO: 19019 (40-19-40-01950-19019)
 LOCATION: Various Locations
 GENERAL CONTRACTOR: Payne & Dolan

PREPARED BY: *Matthew J. Sullivan, PE*
 Assistant City Engineer

BID ITEM	BID ITEM DESCRIPTION	BID QUANTITY	UNIT PRICE	AS-BUILT QUANTITY	AS-BUILT COST BID ITEMS
611.0420	Reconstructing Manholes	21 EACH	\$ 1,450.00	7	\$ 10,150.00
611.0430	Reconstructing Inlets	26 EACH	\$ 1,450.00	18	\$ 26,100.00
611.2004	Manholes-4ft Diameter	1 EACH	\$ 3,300.00	1	\$ 3,300.00
611.3220	Inlets 2x2-FT	4 EACH	\$ 1,650.00	1	\$ 1,650.00
611.8110	Adjusting Manhole Covers	1 EACH	\$ 1,250.00	24	\$ 30,000.00
611.9710	Salvaged Inlet Covers	3 EACH	\$ 350.00	0	\$ -
628.7015	Inlet Protection Type C	58 EACH	\$ 70.70	71	\$ 5,019.70
643.5000	Traffic Control	10 EACH	\$ 1,200.00	10	\$ 12,000.00
644.1410.S	Temporary Pedestrian Surface Asphalt	150 SF	\$ 14.50	0	\$ -
644.1601.S	Temporary Curb Ramp	10 EACH	\$ 1,100.00	0	\$ -
646.1020	Marking Line Epoxy 4-inch	52515 LF	\$ 0.67	49728.4	\$ 33,318.03
646.3020	Marking Line Epoxy 8-inch	275 LF	\$ 1.80	281.9	\$ 507.42
646.5020	Marking Arrow Epoxy	5 EACH	\$ 200.00	6	\$ 1,200.00
646.5120	Marking Words Epoxy	1 EACH	\$ 210.00	1	\$ 210.00
646.6020	Marking Stop Line Epoxy 12-inch	212 LF	\$ 11.50	205.4	\$ 2,362.10
646.7120	Marking Diagonal Epoxy 12-inch	265 LF	\$ 6.00	89.2	\$ 535.20
646.7420	Marking Crosswalk Epoxy Transverse 6-inch	930 LF	\$ 10.50	957.3	\$ 10,051.65
646.7520	Marking Crosswalk Epoxy Ladder 24-inch	355 LF	\$ 16.50	416.5	\$ 6,872.25
649.9200.1	Marking Removal Line 6-inch	225 LF	\$ 2.50	142.4	\$ 356.00
649.9200.2	Marking Removal Line 15-inch	115 LF	\$ 4.00	159	\$ 636.00
690.0150	Sawing Asphalt	670 LF	\$ 1.55	411.5	\$ 637.83
690.0250	Sawing Concrete	12410 LF	\$ 1.65	7453.4	\$ 12,298.11
SPV.0060.01	Manhole Adjustment Ring	37 EACH	\$ 190.00	17	\$ 3,230.00
SPV.0060.02	Adjust Valve Box	47 EACH	\$ 20.00	55	\$ 1,100.00
SPV.0060.03	Infrared Seamless Patch	14 EACH	\$ 205.00	14	\$ 2,870.00
SPV.0060.04	Manhole Cover - Neenah R-1661	1 EACH	\$ 750.00	1	\$ 750.00
SPV.0060.05	Inlet Frame & Grate - Neenah R-3222-LA	1 EACH	\$ 850.00	1	\$ 850.00
SPV.0090.01	Concrete Curb and Gutter 42-inch	965 LF	\$ 44.00	0	\$ -
SPV.0090.02	Joint Repair	3470 LF	\$ 6.99	7216	\$ 50,439.84
SPV.0180.01	Restoration	730 SY	\$ 10.90	0	\$ -
SPV.0180.02	Chip Seal	9960 SY	\$ 2.93	10249.9	\$ 30,032.21
SPV.0180.03	Scrub Seal	9960 SY	\$ 3.72	9621.5	\$ 35,791.98
SPV.0180.04	Fog Seal	19920 SY	\$ 0.94	19871.4	\$ 18,679.12
TOTAL COST THIS PAGE:					\$ 300,947.44

CONTRACTORS FINAL PAY ESTIMATE QUANTITY AND COST BREAKDOWN

PROJECT NO: 19019 (40-19-40-01950-19019)
 LOCATION: Various Locations
 GENERAL CONTRACTOR: Payne & Dolan

PREPARED BY: *Matthew J. Sullivan, PE*
 Assistant City Engineer

BID ITEM	BID ITEM DESCRIPTION	BID QUANTITY	UNIT PRICE	AS-BUILT QUANTITY	AS-BUILT COST BID ITEMS
SPV.0195.01	Undercut, Undistributed	400 TON	\$ 41.00	87	\$ 3,567.00
0	0	0 0	\$ -	0	\$ -
CM #1	Removing Asphalt Surface, Milling 2.25"	25485 SY	\$ 1.89	21373.8	\$ 40,396.48
CM #2	Restoration (Seed, Fertilizer & Mulch)	730 SY	\$ 8.90	2927	\$ 26,050.30
0	0	0 0	\$ -	0	\$ -
0	Adjusting Inlet Covers	11 EACH	\$ 1,250.00	11	\$ 13,750.00
0	0	0 0	\$ -	0	\$ -
CM #3	HMA Pavement 3LT 58-28 S	1050 TON	\$ 67.20	1079.8	\$ 72,562.56
0	Base Aggregate Dense 1 1/4-inch	1750 TON	\$ 25.20	4027.3	\$ 101,487.96
0	Excavation Common	1350 CY	\$ 29.40	1543.7	\$ 45,384.78
0	Removing Pavement	4620 SY	\$ 10.50	6508.4	\$ 68,338.20
0	Prepare Foundation for Asphalt Paving	1 LS	\$ 11,000.00	1	\$ 11,000.00
0	Traffic Control	1 EA	\$ 1,200.00	1	\$ 1,200.00
0	0	0 0	\$ -	0	\$ -
CM #4	Conc Curb & Gutter 31-inch, Machine Slip	2600 LF	\$ 29.40	2595.4	\$ 76,304.76
0	Conc Curb & Gutter 31-inch, Hand Set	775 LF	\$ 36.00	784.3	\$ 28,234.80
0	0	0 0	\$ -	0	\$ -
CM #5	Marking Word Epoxy "SCHOOL"	6 EACH	\$ 300.00	6	\$ 1,800.00
0	Marking Stop Line Epoxy 12"	22 LF	\$ 12.00	22.5	\$ 270.00
0	Marking Crosswalk Epoxy Ladder 24"	392 LF	\$ 17.50	306	\$ 5,355.00
0	Marking Removal Line 6"	850 LF	\$ 2.60	840	\$ 2,184.00
0	Marking Removal Line 12"	385 LF	\$ 4.20	374	\$ 1,570.80
0	0	0 0	\$ -	0	\$ -
CM #6	Concrete Curb and Gutter Removal	50 LF	\$ 10.50	48.5	\$ 509.25
0	Driveway Concrete Removal	1500 SF	\$ 2.50	268.5	\$ 671.25
0	Driveway Concrete Replacement	1800 SF	\$ 7.50	1784.6	\$ 13,384.50
0	Concrete Curb and Gutter Handset	175 LF	\$ 36.00	174.4	\$ 6,278.40
0	0	0 0	\$ -	0	\$ -
0	0	0 0	\$ -	0	\$ -
0	0	0 0	\$ -	0	\$ -
0	0	0 0	\$ -	0	\$ -
0	0	0 0	\$ -	0	\$ -
0	0	0 0	\$ -	0	\$ -
0	0	0 0	\$ -	0	\$ -
TOTAL COST THIS PAGE:					\$ 520,300.04

COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 11/2/2020 License Committee Report.

Fiscal Impact: License fees in the amount of 115.00 were collected.

Critical Success Factor(s):

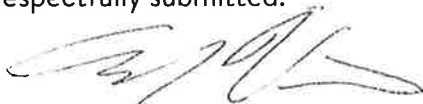
- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background:

1. Grant an Operator's license to:
 - * Stephen J. Knackert (Gastraus Golf Center)

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Attachments: none



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the October 27, 2020 Vendor Summary Report in the total of \$431,906.83.

Fiscal Impact: Total claims paid of \$431,906.83.

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

Background: Of note are the following payments:

1. \$5,300.00 to ABT Mailcom (pg #1) for advance postage for 2020 tax bill mailing.
2. \$105,756.00 to Advanced Disposal (pg #1) for September trash and recycling pickup.
3. \$12,440.84 to E. H. Wolf & Sons, Inc. (pg #3) for fuel inventory.
4. \$81,840.09 to Globe Contractors, Inc. (pg #4) for Oakview Subdivision construction payments, Project #18035.
5. \$14,170.72 to I-Kenosha LLC (pg #5) for Aldi (TIF 15) payment per development agreement.
6. \$5,091.49 to Life-Assist, Inc. (pg #6) for Fire Department medical supplies.
7. \$36,194.40 to Milwaukee County EMS (pg #7) for annual radio fees.
8. \$5,000.00 to Reserve Account (pg #8) for postage refill.
9. \$19,995.00 to Schranz Roofing, Inc. (pg #9) for police station roof repair.
10. \$10,944.00 to Sherwin Industries, Inc. (pg #9) for road maintenance supplies, Project #17028.
11. \$16,533.34 to Tyler Technologies, Inc. (pg #9) for consulting services.
12. \$43,771.25 to WE Energies (pgs #10-11) for street lighting, electricity & natural gas.

Options/Alternatives: None

Respectfully submitted:



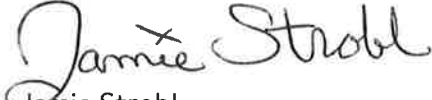
Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Staff Accountant

Fiscal Review:



Jamie Strobl
Assistant Comptroller

Attachments: 10/27/2020 Invoice GL Distribution Report