



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

COMMON COUNCIL MEETING AGENDA

FEBRUARY 7, 2023

7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski – 1st District
Greg Loreck – 2nd District
Richard Duchniak – 3rd District
Lisa Marshall – 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.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance.
3. Approval of Minutes: 1/17/23.

Recognition

4. **Council Proclamation:** Consider Council Proclamation No. 23-01, Congratulations to Samuel Amundson for receiving the Eagle Scout Award (by Committee of the Whole).

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

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

5. **Conditional Use:** Consider a request submitted by Peter Benson, Dog Paddle, Inc., for an amendment to the existing Conditional Use Permit to allow an animal training/animal therapy facility within a portion of the existing multi-tenant industrial building on the property at 140 E. Rawson Ave. (1st District).
6. **Ordinance:** Consider Ordinance No. 3064, amending the Conditions and Restrictions in Ordinance No. 3037, for a physical and occupational therapy clinic, a behavioral treatment services clinic, indoor recreation facilities, outdoor recreation facilities, a private emergency services facility, and an animal training/therapy facility on the property at 140 E. Rawson Ave. (1st District).

New Business

7. **Motion:** Consider a motion to approve the Plan of Finance for \$11,245,000 Note Anticipation Notes and \$3,585,000 General Obligation Promissory Notes (by Committee of the Whole).

Visit our website at www.oakcreekwi.org for the agenda and accompanying common council reports.
This meeting will be live streamed on the City of Oak Creek YouTube page via <http://ocwi.org/livestream>.

8. **Resolution:** Consider Resolution No. 12389-020723, Authorizing the Issuance of Not to Exceed \$12,000,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$12,000,000 Note Anticipation Notes, Series 2023B in Anticipation Thereof (by Committee of the Whole).
9. **Resolution:** Consider Resolution No. 12390-020723, Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,750,000 General Obligation Promissory Notes, Series 2023C (by Committee of the Whole).

COMMUNITY DEVELOPMENT

10. **Motion:** Consider a motion to approve a contract for design of the first phase of the Drexel Avenue Streetscape improvements to GRAEF for a total of \$165,000 (1st & 2nd Districts).

ENGINEERING

11. **Motion:** Consider a motion to authorize the Engineering Department to enter into a Three Party Design Contract, not to exceed \$155,587, between the Wisconsin Department of Transportation, City of Oak Creek and Collins Engineers, Inc. for the design services of the S. 6th Street bridge over Branch of Oak Creek (1st District).
12. **Resolution:** Consider Resolution No. 12385-020723, approving the State Municipal Agreement for a State-let Local Bridge project, the superstructure replacement of the bridge located on S. 6th Street, bridge over Oak Creek (1st District).
13. **Resolution:** Consider Resolution No. 12386-020723, in support of the addition of City sidewalk on Milwaukee County's proposed W. Rawson Avenue (CTH BB) reconstruction project (1st District).
14. **Resolution:** Consider Resolution No. 12387-020723, granting a WE Energies 15' x 20.1' permanent underground electric easement at 2026 E. Ryan Rd. (Tax Key No. 872-9985-000) (4th District).

LICENSE COMMITTEE

15. **Motion:** Consider a motion to approve the various license requests as listed on the 2/7/23 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

16. **Motion:** Consider a motion to approve the February 1, 2023 Vendor Summary Report in the amount of \$1,093,061.25. (Of this total, \$450,793.62 will affect the 2022 fiscal year, with the remaining \$642,267.63 affecting 2023.) (by Committee of the Whole).

MISCELLANEOUS

17. **Motion:** Consider a motion to convene into closed session pursuant to Wisconsin State Statutes Section 19.85, to discuss the following:
 - (a) Section 19.85(1)(c) to discuss the performance evaluation for the City Administrator.
 - (b) Section 19.85(1)(g) to consider possible settlement of Wanda Jimenez Malave et al. vs. City of Oak Creek et al. (Milwaukee County Case No. 2022CV4438).

- (c) Section 19.85(1)(g) to consider a Wisconsin State–Local Government Opioid Bankruptcy Memorandum of Understanding regarding *In re: Opioid Litigation*, MDL 2804, pending in the Northern District of Ohio.
- (d) Section 19.85(1)(e) to consider an Amendment to TID No. 11 Finance Development Agreement and Phase III Agreement for Emerald Row Phase I, Second Amendment to TID No. 11 Finance Development Agreement and Phase III Agreement for Emerald Row Phase II/III and TID No. 11 Finance Development Agreement for Emerald Row Phase III (Parcels A and C).

18. **Motion:** Consider a *motion* to reconvene into open session.

19. **Motion:** Consider a *motion* to take action, if required.

20. **Resolution:** Consider *Resolution* No. 12384-011723, an Amendment to Tax Incremental District No. 11 Finance Development Agreement and Phase III Agreement for Emerald Row Phase I, a Second Amendment to Tax Incremental District No. 11 Finance Development Agreement and Phase III Agreement for Emerald Row Phase II/III and a Tax Incremental District No. 11 Finance Development Agreement for Emerald Row Phase III (Parcels A and C) by and between Emerald Row LLC, Emerald Row Holdings Inc., Emerald Row II LLC, Emerald Row III LLC, Barrett/Lo Visionary Development LLC and the City of Oak Creek (held 1/17/23) (2nd District).

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 414-766-7000, by fax at 414-766-7976, or by mail at 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.

COUNCIL PROCLAMATION NO. 23-01
CONGRATULATIONS TO
SAMUEL AMUNDSON
FOR RECEIVING THE EAGLE SCOUT AWARD

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than four percent of all Scouts actually achieve this goal; and

WHEREAS, at a Court of Honor to be held at Faith Presbyterian Church on Friday, February 18, 2023, at 2:00 p.m., an Eagle Award will be conferred upon Samuel Amundson; and

WHEREAS, volunteers at Faith Presbyterian Church organize and run the Faith Food Cupboard, a food pantry open three times a month serving members of the community during a time of food insecurity; and

WHEREAS, during the COVID-19 Pandemic, usage of the food pantry increased dramatically, from assisting 5 families in January 2020 to serving 300 families in December, 2022; and

WHEREAS, during the increase in usage of the food pantry, it was found that there was a need to better organize, store, move, and distribute items more efficiently; and

WHEREAS, as his Eagle Project, Samuel chose to build 4 rolling shelving units for which empty grocery bags could be placed, wheeled to cupboards, filled, and then wheeled to citizens waiting for pickup; and

WHEREAS, each shelving unit has the capacity to hold sixteen grocery bags which are often pre-filled the night prior for quick service once the pantry opened; and

WHEREAS, Samuel collected donations from his troop, church, friends, and family members, with some donations received from as far away as overseas; and

WHEREAS, Samuel coordinated the efforts of seventeen volunteers, including fellow scouts and family members, to assist with the planning and construction of the rolling shelves, putting in a total of over 315 man-hours of work; and

WHEREAS, the Oak Creek Common Council wishes to recognize this noteworthy achievement of Samuel Amundson.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby extend their congratulations to Eagle Scout Samuel Amundson for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and the City Clerk be and she is hereby directed to transmit a suitable copy thereof to Samuel Amundson.

Presented and adopted this 7th day of February, 2023.

Common Council President

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

TO BE PUBLISHED JANUARY 18 & 25, 2023

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Peter Benson, Dog Paddle, Inc., for an amendment to the existing Conditional Use Permit to allow an animal training/animal therapy facility within a portion of the existing multitenant industrial building on the property at 140 E. Rawson Ave.

- Hearing Date:** February 7, 2023
- Time:** 7:00 PM
- Place:** Oak Creek Civic Center (City Hall)
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers
- Applicant(s):** Peter Benson, Dog Paddle, Inc.
- Property Owner(s):** EAST RAWSON AVE LLC
- Property Location(s):** 140 E. Rawson Ave.
- Tax Key(s):** 733-9991-001

Legal Description:

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

The Common Council has scheduled other public hearings for February 7, 2023 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

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

Date of Notice: January 11, 2023
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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



COMMON COUNCIL REPORT

Item: Conditional Use Permit Amendment - 140 E. Rawson Ave. - Dog Paddle, Inc.

Recommendation: That the Council adopts Ordinance 3064, an ordinance to amend the Conditions and Restrictions in Ordinance No. 3037 for a physical and occupational therapy clinic, a behavioral treatment services clinic, indoor recreation facilities, outdoor recreation facilities, a private emergency services facility, and an animal training/therapy facility on the property at 140 E. Rawson Ave. (1st Aldermanic District).

Fiscal Impact: Approval will allow for the existing vacant tenant space to be occupied by a proposed animal training/therapy facility. No direct fiscal impact is anticipated with this request. This property is not currently part of a TID.

Critical Success Factor(s):

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

Background: The Applicant is requesting recommendation of Conditional Use Permit Amendment approval for an animal training/therapy facility within a portion of the existing multitenant industrial building at 140 E. Rawson Ave. Animal training/therapy facilities are Conditional Uses in the M-1, Manufacturing zoning district.

Council may recall several amendments to existing Conditional Use Permit approvals for the property, including:

- Ord. 2950, approved November 5, 2019 - Physical and Occupational Therapy Clinic (Medical Support Services, Inc.)
- Ord. 2960, approved January 7, 2020 – Indoor Recreation Facility (Medical Support Services, Inc.)
- Ord. 2983, approved October 6, 2020 – Behavioral Treatment Services Clinic and Outdoor Recreation Facility (Medical Support Services, Inc. and Tender Touch Therapy)
- Ord. 2984, October 6, 2020 – Additional Clinic and Outdoor Recreation Facility (AST/LEARN DBA Wisconsin Early Autism Project)
- Ord. 3035, April 19, 2022 – Additional Indoor Commercial Recreation Facility (Unlimited Athletic Club)
- Ord. 3037, approved May 17, 2022 – Private Emergency Services Facility (Superior Ambulance)

A copy of Ord. 3037 is included with this report for reference.

Dog Paddle, Inc. will provide indoor recreational and therapeutic swimming services for dogs per the submitted narrative. Each 30-minute swim session is by appointment, with a maximum of two (2) customers anticipated at the facility at any given time. No “public swim” opportunities are included, and all sessions require the owners to be present (no “drop-offs”). Hours of operation are 9:00 AM – 9:00 PM seven (7) days per week, averaging between 12 and 16 appointments per day. Staff is presently limited to the owners with occasional part-time help. Future employees are anticipated, but numbers are unknown at this time. Additional details are included with this report for reference.

Council may recall from previous reviews of the multibuilding development that access to the site is via the shared drive off of E. Rawson Ave. During review of the site and building plans in 2017, the Applicant indicated that the 278 parking stalls provided for the three (3) multitenant buildings was adequate based on similar buildings and tenant needs. Information provided by the landowner stated that the development has 284 parking stalls, 95 of which serve Building C. Some of the parking stalls between Buildings B and C could be shared as well. Minimum parking requirements have not been established for the specific use; however, minimum parking requirements for general service uses are calculated at one (1) stall for every 250 square feet. This would equate to approximately 11 stalls based on gross square footage. Neither the narrative nor the site plan indicates how many stalls are included as part of the lease agreement.

Staff have raised concerns for adequate parking for this development in the past, and one of the largest tenants requested additional parking stalls between Building B and the future Building A this year for their staff needs. However, based on the proposal, it appears that the proposed use requires fewer parking stalls during hours of operation than are required by Code. Parking management for leased suites will be the responsibility of the landowner and/or their property management company. While not part of this review, additional parking considerations must be incorporated into any future building A plans.

After careful consideration at the January 10, 2023 meeting, the Plan Commission recommended approval subject to the attached Conditions and Restrictions.

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

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Approved:



Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ord. 3064

Location Map

Ord. 3037 (6 pages)

Narrative (1 page)

Site Plan (1 page)

Proposed Amended Conditions and Restrictions (6 pages)

Excerpted Plan Commission Minutes (2 pages)

ORDINANCE NO. 3064

By: _____

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS IN ORDINANCE NO. 3037 FOR A PHYSICAL AND OCCUPATIONAL THERAPY CLINIC, A BEHAVIORAL TREATMENT SERVICES CLINIC, INDOOR RECREATION FACILITIES, OUTDOOR RECREATION FACILITIES, AND A PRIVATE EMERGENCY SERVICES FACILITY ON THE PROPERTY AT 140 E. RAWSON AVE.

(1st Aldermanic District)

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

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

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

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

WHEREAS, Ordinance No. 2984, which approved an amendment to the Conditional Use Permit in Ordinance 2983 for an additional clinic and outdoor recreation facility on the property at 140 E. Rawson Ave., was approved on October 6, 2020; and

WHEREAS, Ordinance No. 3035, which approved an amendment to the Conditional Use Permit in Ordinance 2984 for an additional indoor recreation facility (fitness center) on the property at 140 E. Rawson Ave., was approved on April 19, 2022; and

WHEREAS, Ordinance No. 3037, which approved an amendment to the Conditional Use Permit in Ordinance 3035 for a private emergency services facility on the property at 140 E. Rawson Ave., was approved on May 17, 2022; and

WHEREAS, the Ordinances affected the following legally described property;

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

WHEREAS, the Applicant, PETER BENSON, DOG PADDLE, INC., with support of the landowner, is requesting that the Ordinance be amended to allow animal training/therapy facility within a portion of Building C; and

WHEREAS, a public hearing was held on this matter on February 7, 2023 to hear comments from all who were interested.

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

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

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

A. Two (2) clinics, two (2) indoor recreation facilities (Tender Touch Therapy and Unlimited Athletic Club), two (2) outdoor recreation areas, one (1) private ambulance service facility; and one (1) animal training/therapy facility in accordance with these Conditions and Restrictions are allowed on the property. Other uses permitted by the zoning district, in accordance with other applicable Sections of the City of Oak Creek Municipal Code (as amended) and these Conditions and Restrictions, are also allowed on the property.

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

i. Building C – Tender Touch Therapy

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

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

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

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

iii. Building B – Unlimited Athletic Club

Indoor Commercial Recreation Facility	
Monday through Sunday	7:00 AM – 8:00 PM

iv. Building B – Superior Ambulance Service

Private Emergency Service Facility	
Monday through Sunday	24 hours

v. Building C – Dog Paddle, Inc.

Animal Training/Therapy Facility	
Monday through Sunday	9:00 AM – 9:00 PM

- C. The outdoor recreation area(s) location, enclosure materials, and screening shall be approved by the Plan Commission as part of Site Plan Review.
- D. There shall be no outdoor storage or outdoor display of merchandise for sale in association with these Conditional Uses.
- E. Sirens utilized on vehicles for the private emergency services facility shall be engaged only when medically necessary and/or required by law.
- F. Testing of sirens shall only occur between 8:00 AM and 8:00 PM.
- G. There shall be one (1) designated outdoor pet relief area with associated waste receptacle on the property. Maintenance of this area shall be the responsibility of the owner.
- H. Solid waste collection and recycling shall be the responsibility of the owner.
- I. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

SECTION 2: To promote the general welfare, public safety and general planning within the City of Oak Creek, Section 4 of the Conditions and Restrictions approved by the Ordinance affecting the Property are amended as follows:

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Section 17.0501 of the Municipal Code (as amended), and the Site Plans approved by the Plan Commission February 28, 2017 and March 22, 2022.

SECTION 3: To promote the general welfare, public safety and general planning within the City of Oak Creek, Section 5 of the Conditions and Restrictions approved by the Ordinance affecting the Property are amended as follows:

5. LIGHTING

All plans for new outdoor lighting shall be reviewed and approved by the Electrical Inspector in accordance with Section 17.0509 of the Municipal Code (as amended).

SECTION 4: To promote the general welfare, public safety and general planning within the City of Oak Creek, Section 10 of the Conditions and Restrictions approved by the Ordinance affecting the Property are amended as follows:

10. REVOCATION

Should an applicant, their heirs, successors or assigns, fail to comply with the Conditions and Restrictions of the approval issued by the Common Council, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use as set forth in Section 17.0804 of the Municipal Code (as amended).

SECTION 5: Except as herein modified the conditions and restrictions approved by the Ordinance shall remain in full force and effect.

SECTION 6: The several sections of this ordinance are declared to be severable. If any section shall be declared by a decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 7: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 8: This Ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this 7th day of February, 2023.

President, Common Council

Approved this 7th day of February, 2023.

Mayor

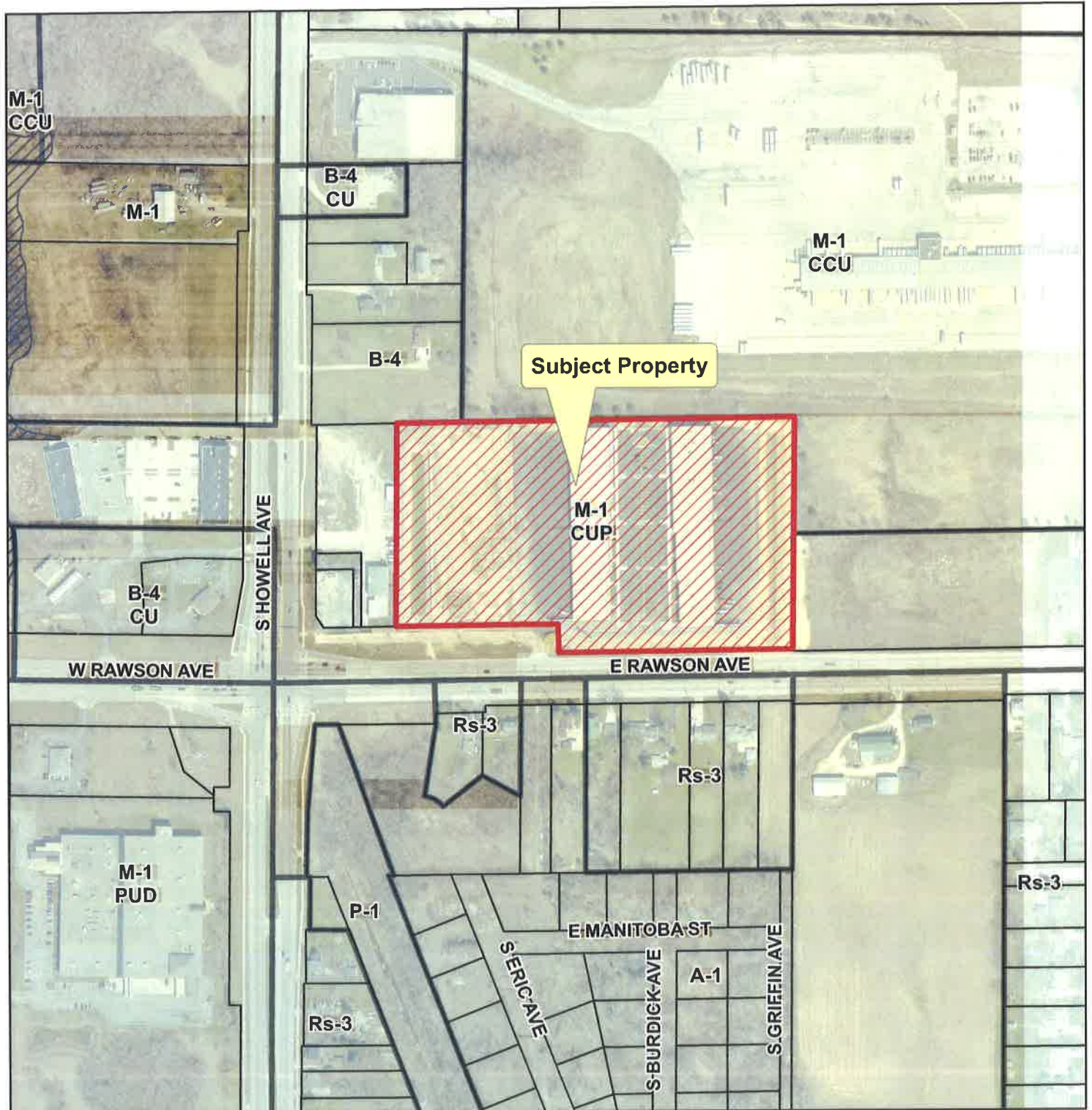
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

LOCATION MAP

140 E. Rawson Ave.



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



Community Development



Legend

- Zoning
- Official Map
- Floodway
- Flood Fringe
- 140 E. Rawson Ave.

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

Applicant: Superior Ambulance Service	Approved by Plan Commission: 4-12-22
Property Address: 140 E. Rawson Ave.	Approved by Common Council: 5-17-22
Tax Key Number: 733-9991-001	(Ord. 3037, Amend. Ords. 3035, 2984, 2983, 2960, 2950)
Conditional Uses: Clinics; Indoor Recreation Facilities; Outdoor Recreation Areas; Private Emergency Service Facility	

1. LEGAL DESCRIPTION

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

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

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

1) **General Development Plan**

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

2) **Landscape Plan**

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

3) **Building Plan**

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

4) **Lighting Plan**

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

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

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

6) **Fire Protection**

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

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

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

any building permits.

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

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Two (2) clinics, two (2) indoor recreation facilities (Tender Touch Therapy and Unlimited Athletic Club), two (2) outdoor recreation areas, and one (1) private ambulance service facility in accordance with these Conditions and Restrictions are allowed on the property. Other uses permitted by the zoning district, in accordance with other applicable Sections of the City of Oak Creek Municipal Code (as amended) and these Conditions and Restrictions, are also allowed on the property.

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

- i. **Building C – Tender Touch Therapy**

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

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

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

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

- iii. **Building B – Unlimited Athletic Club**

Indoor Commercial Recreation Facility	
Monday through Sunday	7:00 AM – 8:00 PM

- iv. **Building B – Superior Ambulance Service**

Private Emergency Service Facility	
Monday through Sunday	24 hours

- C. The outdoor recreation area(s) location, enclosure materials, and screening shall be approved by the Plan Commission as part of Site Plan Review.
- D. There shall be no outdoor storage or outdoor display of merchandise for sale in association with these Conditional Uses.
- E. Sirens utilized on vehicles for the private emergency services facility shall be engaged only when

medically necessary and/or required by law.

F. Testing of sirens shall only occur between 8:00 AM and 8:00 PM.

G. Solid waste collection and recycling shall be the responsibility of the owner.

H. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), and the Site Plans approved by the Plan Commission February 28, 2017 and March 22, 2022.

5. LIGHTING

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

6. SETBACKS

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

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

7. TIME OF COMPLIANCE

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

8. OTHER REGULATIONS

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

9. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the

City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other city ordinances.

10. REVOCAION

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

11. ACKNOWLEDGEMENT

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



Owner / Authorized Representative Signature

8/16/2022

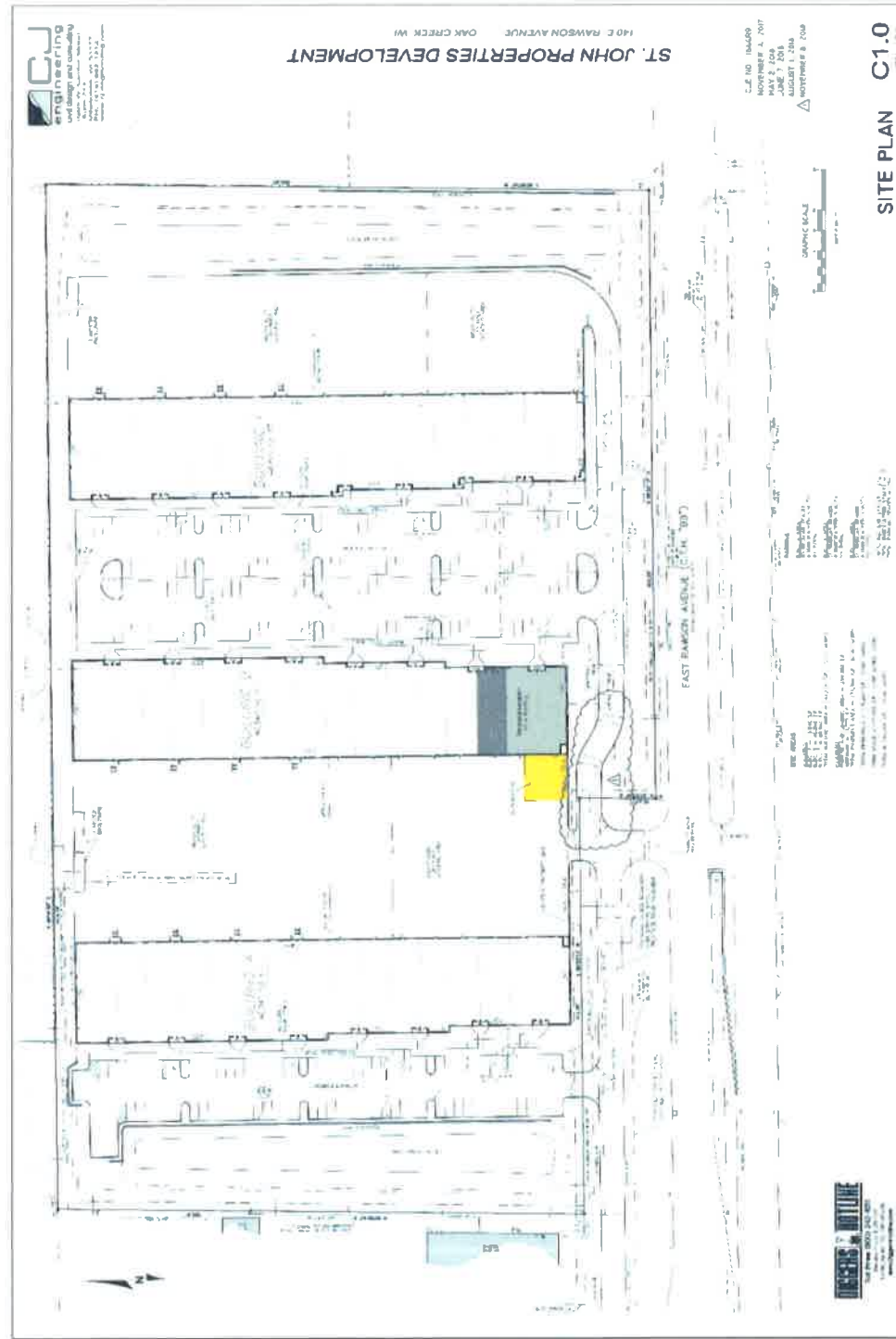
Date

Jason Atkielski

(please print name)

**EXHIBIT B: CONCEPT SITE PLAN FOR AST/LEARN (WISCONSIN EARLY AUTISM PROJECT)
OUTDOOR RECREATION AREA**

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



Plan Of Operation

Dog Paddle, Inc.
140 E. Rawson Ave. Ste 308
December 16, 2022

Location

140 E. Rawson Ave. Ste 308, Oak Creek, WI 53154

Description of Business

Dog Paddle is an indoor swimming pool for dogs. Clients bring their dogs to Dog Paddle for fun, fitness and for therapeutic reasons (arthritis, recovery from surgery, etc.). These are private 30-minute swim sessions, so appointments are required, after their swim the customer is allowed to use the dog wash to bathe and dry their dog, so at most I only have 2 customers in the building at a time and they rarely ever cross paths or even see each other. We offer assisted and unassisted swims; every first appointment is an assisted swim where I am teaching the dog to get comfortable in the water and using the ramp to enter/exit the pool. Most of the training is done by putting a float vest on the dog and attaching a safety line that I use to guide the dog from outside the pool. I occasionally get in the water to help new dogs coming for therapy. The public is not allowed in the pool. Once a dog is a "Certified Dog Paddler", meaning they do not require assistance, they are eligible for unassisted swims where the owner is with their dog in the pool area alone, usually playing fetch, the favorite game for the dogs.

The pool is 13' by 25' and has a deck built around the entire pool. The water is kept at 80 degrees fahrenheit, warm enough for dogs coming for therapeutic reasons but not too warm for the energetic dogs. I use baking soda to maintain the water balance (to adjust alkalinity and pH) and on rare occasion borax to raise pH.

Dog Paddle has been in operation for 5+ years at its current location and has become a beloved business in the dog community garnering hundreds of 5-star reviews from its clients and many referrals from local veterinarians. I highly suggest checking out our google reviews, company website and Facebook page to get a better understanding of who we are, what we do and the passion and pride we take in our business.

Hours of Operation and Staffing

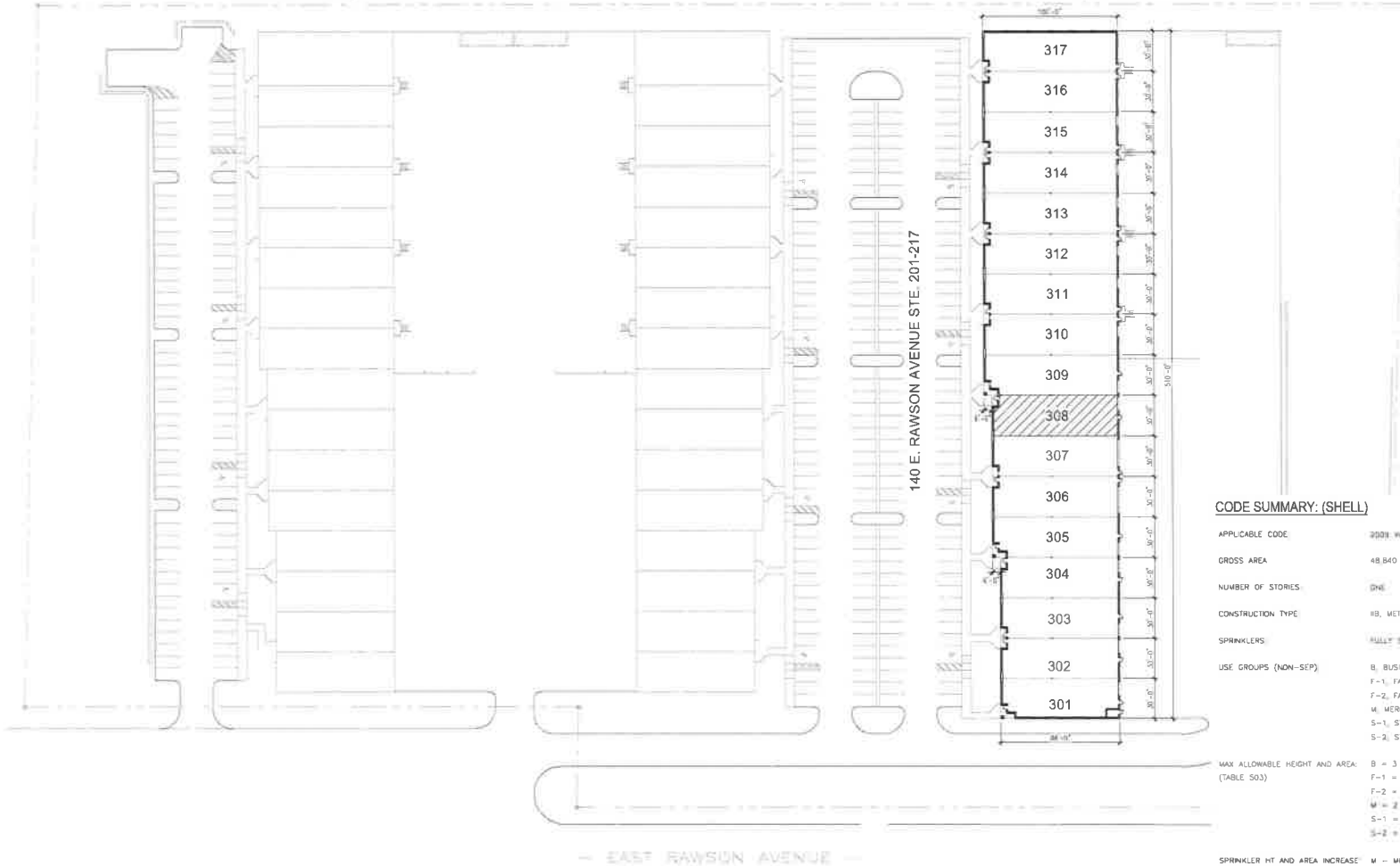
Dog Paddle is open from 9:00AM to 9:00PM seven days a week. Dog Paddle averages 12 (in Summer) to 16 (in Winter) appointments per day with 90% of the appointments being unassisted swims and most of those clients have weekly or bi-weekly recurring appointments. Dog Paddle is owner operated with occasional part-time help during the busy season (although my wife is also here helping out when she is not working) but we have plans to hire more consistent part/full time help in the future.

140 E. RAWSON AVENUE | OAK CREEK, WI 53154

BUILDING A - STE. 101-116

BUILDING B - STE. 201-216

BUILDING C - STE. 301-317



140 E. RAWSON AVENUE STE. 201-217

— EAST RAWSON AVENUE —



CODE SUMMARY: (SHELL)

APPLICABLE CODE	2009 INTERNATIONAL BUILDING CODE
GROSS AREA	48,840 SF
NUMBER OF STORIES	ONE
CONSTRUCTION TYPE	IB, METAL FRAME (UNPROTECTED)
SPRINKLERS	FULLY SPRINKLERED, NFPA 13
USE GROUPS (NON-SEP)	B, BUSINESS F-1, FACTORY (MODERATE HAZARD) F-2, FACTORY (LOW HAZARD) M, MERCANTILE S-1, STORAGE (MODERATE HAZARD) S-2, STORAGE (LOW HAZARD)
MAX ALLOWABLE HEIGHT AND AREA: (TABLE 503)	B = 3 STORIES, 55-FT, 23,000 SF F-1 = 2 STORIES, 35-FT, 15,500 SF F-2 = 3 STORIES, 55-FT, 23,000 SF M = 2 STORIES, 55-FT, 12,500 SF S-1 = 2 STORIES, 35-FT, 17,500 SF S-2 = 3 STORIES, 35-FT, 24,000 SF
SPRINKLER HT AND AREA INCREASE: (504.2 & 506.3)	M - MOST RESTRICTIVE STORIES: INCREASE BY 1-STORY MAX ALLOWABLE STORIES = 3 HEIGHT: INCREASE HEIGHT BY 20-FT MAX ALLOWABLE HEIGHT = 75 FT AREA: INCREASE AREA BY 300% MAX ALLOWABLE AREA = 10,500 SF
FRONTAGE INCREASE:	AVAILABLE, BUT NOT CALCULATED
FIRE RESISTIVE RATINGS, EB CONST: (TABLE 601 & TABLE 602)	FIRE SEPARATION DIST: >30-FT; ALL ELEMENTS 0 HR RATING
RESTROOM FACILITIES:	PROVIDED AT FUTURE TRASHY IMPROVEMENTS

Project No. 2022-001, 140 E. Rawson Avenue, Oak Creek, WI 53154. Prepared by: ST. JOHN PROPERTIES, INC. 2022-001, 140 E. Rawson Avenue, Oak Creek, WI 53154. All rights reserved.



DOG PADDLE
RAWSON AVENUE BUSINESS CENTER
140 E. RAWSON AVE STE 308
OAK CREEK, WI 53154

DATE	ISSUED FROM

SITE PLAN

22-061 | 11.21.22

C1.1

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

Applicant: Dog Paddle, Inc.
Property Address: 140 E. Rawson Ave.
Tax Key Number: 733-9991-001

Approved by Plan Commission: 1-10-23
Approved by Common Council: TBD
(Ord. TBD, Amend. Ords. 3037, 3035,
2984, 2983, 2960, 2950)

Conditional Uses: Clinics; Indoor Recreation Facilities;
Outdoor Recreation Areas; Private Emergency Service Facility; **Animal
Training/Therapy Facility**

1. LEGAL DESCRIPTION

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

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

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

1) **General Development Plan**

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

2) **Landscape Plan**

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

3) **Building Plan**

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

4) **Lighting Plan**

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

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

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

6) **Fire Protection**

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

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

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

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

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

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Two (2) clinics, two (2) indoor recreation facilities (Tender Touch Therapy and Unlimited Athletic Club), two (2) outdoor recreation areas, one (1) private ambulance service facility; **and one (1) animal training/therapy facility** in accordance with these Conditions and Restrictions are allowed on the property. Other uses permitted by the zoning district, in accordance with other applicable Sections of the City of Oak Creek Municipal Code (as amended) and these Conditions and Restrictions, are also allowed on the property.

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

- i. **Building C – Tender Touch Therapy**

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

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

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

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

- iii. **Building B – Unlimited Athletic Club**

Indoor Commercial Recreation Facility	
Monday through Sunday	7:00 AM – 8:00 PM

- iv. **Building B – Superior Ambulance Service**

Private Emergency Service Facility	
Monday through Sunday	24 hours

- v. **Building C – Dog Paddle, Inc.**

Animal Training/Therapy Facility	
Monday through Sunday	9:00 AM – 9:00 PM

- C. The outdoor recreation area(s) location, enclosure materials, and screening shall be approved by

the Plan Commission as part of Site Plan Review.

- D. There shall be no outdoor storage or outdoor display of merchandise for sale in association with these Conditional Uses.
- E. Sirens utilized on vehicles for the private emergency services facility shall be engaged only when medically necessary and/or required by law.
- F. Testing of sirens shall only occur between 8:00 AM and 8:00 PM.
- G. **There shall be one (1) designated outdoor pet relief area with associated waste receptacle on the property. Maintenance of this area shall be the responsibility of the owner.**
- H. Solid waste collection and recycling shall be the responsibility of the owner.
- I. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with **Section 17.0501** of the Municipal Code (as amended), and the Site Plans approved by the Plan Commission February 28, 2017 and March 22, 2022.

5. LIGHTING

All plans for new outdoor lighting shall be reviewed and approved by the Electrical Inspector in accordance with **Section 17.0509** of the Municipal Code (as amended).

6. SETBACKS

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

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

7. TIME OF COMPLIANCE

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

8. OTHER REGULATIONS

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

9. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use is convicted of two (2) or more violations of these Conditions and Restrictions or any other municipal ordinances within any 12-month period, the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other City ordinances.

10. REVOCAION

Should an applicant, their heirs, successors or assigns, fail to comply with the Conditions and Restrictions of the approval issued by the Common Council, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use as set forth in **Section 17.0804** of the Municipal Code (as amended).

11. ACKNOWLEDGEMENT

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

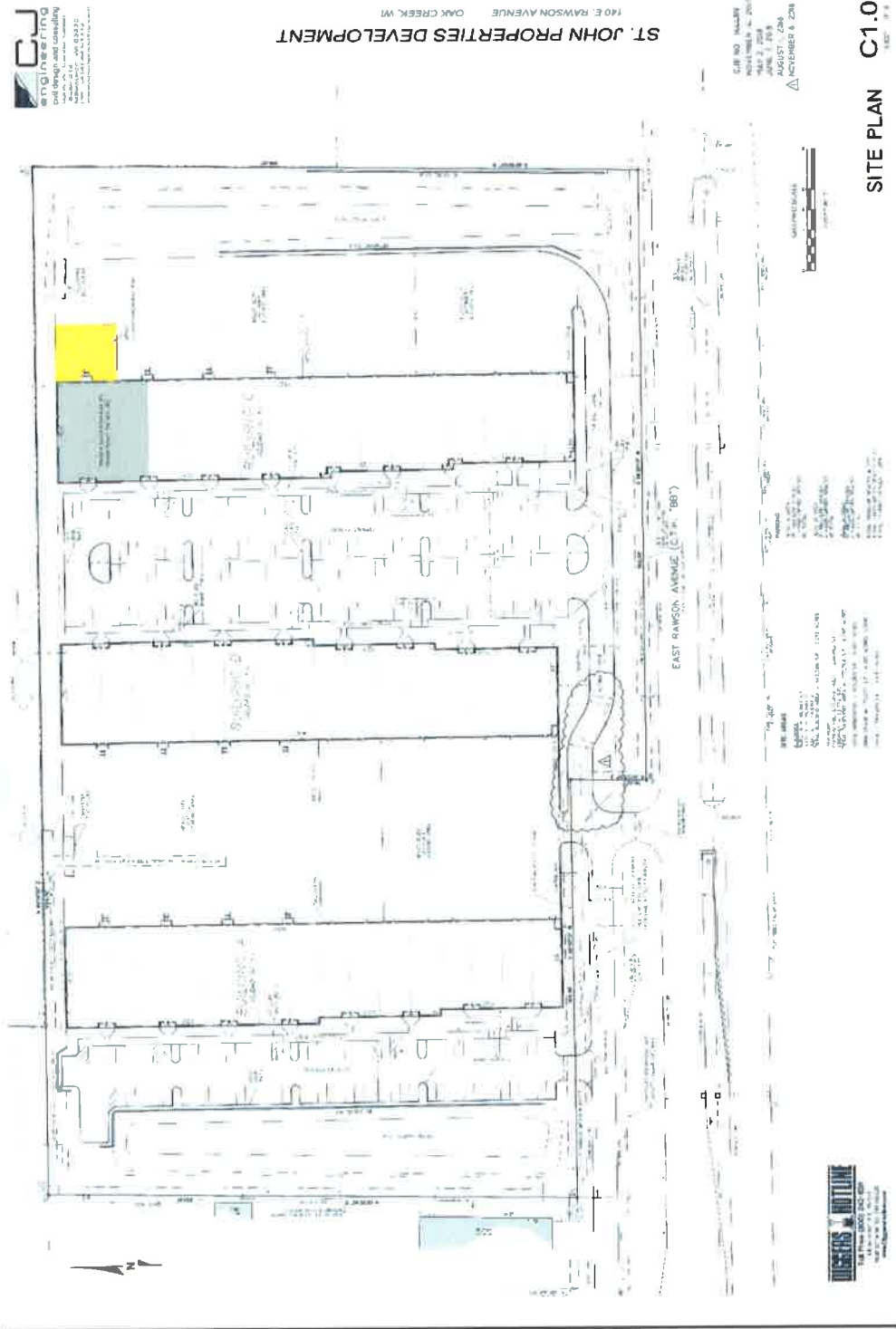
Owner / Authorized Representative Signature

Date

(please print name)

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

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



**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, JANUARY 10, 2023**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Kiepczynski, Alderman Loreck, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldani, and Commissioner Siefert. Commissioner Chandler and Commissioner Carrillo were excused. Also present: Senior Planner Kari Papelbon, Assistant Fire Chief Mike Havey, and Alderman Steve Kurkowski.

**CONDITIONAL USE PERMIT AMENDMENT
DOG PADDLE, INC.
140 E. RAWSON AVE.
TAX KEY NO. 733-9991-001**

Senior Planner Papelbon provided an overview of the proposed Conditional Use Permit Amendment to allow an animal training/therapy facility within a portion of the existing multitenant industrial building on the property at 140 E. Rawson Ave. (see staff report for details).

Commissioner Hanna stated she would strongly suggest designating an outdoor area for the pets.

Commissioner Hanna asked if there are any concerns from neighbors regarding this business. Senior Planner Papelbon stated that staff has not had any inquiries or complaints from this request.

Commissioner Hanna asked if the neighbors have been notified about the proposed business and what it is about. Senior Planner Papelbon explained that every time the City has a request for this District, property owners within 600 feet of the proposed address get a notice.

Commissioner Hanna asked if there is an example of this project elsewhere. Senior Planner Papelbon stated that there are doggy daycares elsewhere in the City, but there is not anything that is specific to an indoor pool only.

Commissioner Hanna inquired if the applicant has any sort of insurance on the building or any pets' life in case of injury. Senior Planner Papelbon said this is an existing business that is relocating to Oak Creek.

Commissioner Hanna asked why the business is relocating. Senior Planner Papelbon stated it is moving to a different space.

Alderman Loreck stated that he agreed there needs to be a designated area for pet relief. There should be something with bags and a disposal or garbage can, such that is seen in the parks, on the outside of the building, but so it is not interfering with other tenants in the building.

Alderman Guzikowski stated that he agrees with the parking concerns and the pet clean-up area.

Commissioner Oldani agreed that something is needed to ensure the pets are doing their business at this business, not the neighbors,' and there is a way to clean up their mess.

Alderman Steve Kurkowski, District 1:

"Commissioner Hanna, I've had no contact with anybody in the District with regards to this development. I did have a chance to talk to the owner of this business. He has been in business for five years and he is being, so to say, evicted from his present building because he occupies business where the old 440th used to be, and that property is suffering the same fate as the dog park. The FAA has determined it needs to be airport operations, so every business in that business park is losing their home. So, he has chosen to come to Oak Creek, which I think is a good thing. So, he's been in business five years. He tells me he is constantly busy. I hadn't heard of a business like that, but he says it's non-stop and that's why he hopes to have part time help because he says he is there every day open to close. So, that's it. Thank you."

Alderman Loreck moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit Amendment for an animal training/therapy facility within a portion of the existing multitenant industrial building on the property at 140 E. Rawson Ave. after a public hearing and subject to conditions and restrictions. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

Commissioner Siepert moved to adjourn the meeting. Alderman Loreck seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 7:25 pm.

ATTEST:



Kari Papelbon, Plan Commission Secretary

1-24-23

Date



COMMON COUNCIL REPORT

Item: Plan of Finance for \$11,245,000 Note Anticipation Notes and \$3,585,000 General Obligation Promissory Notes.

Recommendation: Motion to approve the Plan of Finance for \$11,245,000 Note Anticipation Notes and \$3,585,000 General Obligation Promissory Notes.

Fiscal Impact: The Note Anticipation Notes will be paid by TID No. 13 tax revenues and donations.
The General Obligation Promissory Notes will be paid by storm water fees and TID No. 13 tax revenues.

- 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 Plan of Finance is for the issuance of \$11,245,000 Note Anticipation Notes (NANs) and \$3,585,000 General Obligation Promissory Notes (GO Notes) primarily to finance capital projects included in the 2023 Capital Improvement Program (CIP).

The NANs are being sold to finance the lakefront bluff stabilization and revetment project; the demolition of the former Peter Cooper factory building; and to start design of the parkland area north of Lake Vista Park. The NANs are projected to be sold at an interest rate of 4.47% and will be callable on April 1, 2025.

The GO Notes are being sold to finance the Drexel Avenue storm water lift station replacement project (\$1.25 million) as well as to reimburse the developer for Phase I infrastructure improvement costs for the Lakeshore Commons development (\$2.2 million). The Drexel Avenue storm water lift station replacement portion of this debt issuance will be amortized over ten years with a level debt service payment while the Lakeshore Commons portion of this debt issuance will be amortized over ten years to match TID No. 13's projected cash flows. The GO Notes are projected to be sold at an interest rate of 4.57% and will be callable on April 1, 2030.

Justin Fischer, Managing Director of Public Finance with Baird will be present at the Common Council meeting to discuss the Plan of Finance in greater detail and answer any questions at that time.

Options/Alternatives: The Common Council could not approve the Plan of Finance, therefore requiring the City to determine how to pay for the projects outlined above and included in the 2023 CIP.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

- Plan of Finance
- City of Oak Creek - Storm Water Long-Range Financial Plan / Rate Analysis

The logo for BAIRD is a dark blue parallelogram tilted to the right, containing the word "BAIRD" in white, bold, serif capital letters.

City of Oak Creek

2023 Financing Plan

February 7, 2023

Justin A. Fischer, Managing Director

jfischer@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827

City of Oak Creek

2023 Financing Plan
February 7, 2023



Timeline

- City Council considers Plan of Finance / Parameters Resolution February 7, 2023
 - Authority for final sign-off of the Notes sale, within designated parameters, is delegated to the City Administrator or Assistant City Administrator/Comptroller
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- If market is strong & meet Council’s parameters, sell the Notes (finalizes terms and interest rates)...Late March/Early April 2023
- Closing (funds available)..... Anticipated May 1, 2023

Borrowing/Structure/Purpose

Estimated Size:	\$11,245,000	\$3,585,000
Issue:	Note Anticipation Notes	G.O. Promissory Notes
Purpose:	TID #13	TID #13 & Storm Supported
Structure:	Matures April 1, 2026	Matures April 1, 2024-2033
First Interest:	April 1, 2024 (Capitalized Interest thru 4/1/2025)	April 1, 2024 (TID #13 Capitalized Interest thru 4/1/2025)
Callable:	April 1, 2025	April 1, 2030
Estimated Interest Rate:	4.47%	4.57%
Parameters Maximum Interest Rate:	5.00%	5.00%

City of Oak Creek

2023 Financing Plan

February 7, 2023

TIF #13 Financing Illustration



			\$11,245,000 NANs, Series 2023B Dated May 1, 2023		\$2,335,000 G.O. Promissory Notes, Series 2023C Dated May 1, 2023							
			Amount for Projects..... \$10,330,000		Amount for Projects..... \$2,200,000							
Revenues			Expenditures							Net Revenues		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	Year
Tax Increment & Interest Revenue	TID Donation Revenue	Tax Increment, Interest, & TID Donation Revenue	Interest	Principal	Interest	LESS: Bid Premium/CAPI	Debt Service	Other Future Hypothetical Debt Service	Less: Administrative Costs	Combined Expenditures	Available After Debt Service & Admin Costs	
(1)	(1)	(1)	(4/1 & 10/1) TIC= 4.47%	(4/1)	(4/1 & 10/1) TIC= 4.57%			(2)				
2023	\$98,482	\$910,000	\$257,698				\$0	\$847,705	\$101,900	\$101,900	\$906,582	2023
2024	\$346,034	\$990,000	\$618,475		\$190,949	(\$190,949)	\$0	\$1,339,070	\$101,900	\$949,605	\$386,429	2024
2025	\$1,442,426	\$1,080,000	\$309,238		\$134,788	(\$67,394)	\$67,394	\$1,339,070	\$101,900	\$1,508,364	\$1,014,063	2025
2026	\$2,173,323	\$1,065,000			\$134,788		\$134,788	\$2,281,865	\$101,900	\$2,518,553	\$719,771	2026
2027	\$2,499,863	\$1,080,000		\$275,000	\$126,194		\$401,194	\$2,944,040	\$101,900	\$3,447,134	\$132,729	2027
2028	\$2,896,100	\$1,760,000		\$295,000	\$108,381		\$403,381	\$3,583,570	\$101,900	\$4,088,851	\$567,249	2028
2029	\$3,469,478	\$2,840,000		\$315,000	\$89,319		\$404,319	\$3,584,452	\$101,900	\$4,090,671	\$2,218,808	2029
2030	\$3,939,187	\$2,230,000		\$335,000	\$69,006		\$404,006	\$3,581,734	\$101,900	\$4,087,640	\$2,081,547	2030
2031	\$4,251,202	\$4,400,000		\$355,000	\$49,219		\$404,219	\$3,594,125	\$101,900	\$4,100,243	\$4,550,959	2031
2032	\$4,316,336	\$4,500,000		\$370,000	\$30,188		\$400,188	\$3,586,480	\$101,900	\$4,088,567	\$4,727,769	2032
2033	\$4,382,447			\$390,000	\$10,238		\$400,238	\$3,588,799	\$101,900	\$4,090,937	\$291,510	2033
2034	\$4,449,550							\$3,590,573	\$101,900	\$3,692,473	\$757,077	2034
2035	\$4,517,659							\$3,591,540	\$101,900	\$3,693,440	\$824,219	2035
2036	\$4,586,791							\$3,586,577	\$101,900	\$3,688,477	\$898,313	2036
2037	\$4,656,959							\$3,585,423	\$101,900	\$3,687,323	\$969,636	2037
2038	\$4,728,180							\$3,590,108	\$101,900	\$3,692,008	\$1,036,171	2038
2039	\$4,800,469							\$3,591,176	\$101,900	\$3,693,076	\$1,107,393	2039
2040	\$4,873,842							\$3,585,542	\$101,900	\$3,687,442	\$1,186,400	2040
2041	\$4,948,316							\$3,591,306	\$101,900	\$3,693,206	\$1,255,109	2041
2042	\$5,023,907							\$3,587,829	\$101,900	\$3,689,729	\$1,334,178	2042
2043	\$5,100,633							\$3,585,520	\$101,900	\$3,687,420	\$1,413,213	2043
2044	\$5,178,509							\$2,249,889	\$101,900	\$2,351,789	\$2,826,720	2044
	\$82,679,693	\$20,855,000	\$103,534,693	\$2,335,000	\$943,068	(\$258,343)	\$3,019,725	\$67,067,323	\$2,241,800	\$72,328,848	\$31,205,845	

(1) Per City estimates as of 12/22/2022. Includes projected TIDs #6, #8, #10, & #16 donations and estimated interest revenue. Does not include local/state/federal grants.

(2) Assumes:
 2021 NAN is refinanced in 2023 (\$16,220,000)
 2023 NAN is refinanced in 2025 (\$11,245,000)
 2024 NAN is refinanced in 2026 (\$7,700,000)
 2025 NAN is refinanced in 2027 (\$7,200,000)

Future hypothetical debt service assumes a planning interest rate of 5.00%. This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as, advice.

City of Oak Creek

2023 Financing Plan

February 7, 2023

Storm Supported Financing Illustration



\$1,250,000						
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2023C						
<i>Dated May 1, 2023</i>						
<i>(First interest 4/1/2024)</i>						
LEVY YEAR	YEAR DUE	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 4.57%	LESS: HYPOTHETICAL BID PREMIUM	TOTAL	YEAR DUE
2022	2023					2023
2023	2024	\$115,000	\$100,779	(\$55,356)	\$160,423	2024
2024	2025	\$100,000	\$63,363		\$163,363	2025
2025	2026	\$105,000	\$56,956		\$161,956	2026
2026	2027	\$110,000	\$50,238		\$160,238	2027
2027	2028	\$115,000	\$43,206		\$158,206	2028
2028	2029	\$125,000	\$35,706		\$160,706	2029
2029	2030	\$135,000	\$27,581		\$162,581	2030
2030	2031	\$140,000	\$19,688		\$159,688	2031
2031	2032	\$150,000	\$12,075		\$162,075	2032
2032	2033	\$155,000	\$4,069		\$159,069	2033
		\$1,250,000	\$413,660	(\$55,356)	\$1,608,305	

COMMON COUNCIL REPORT

Item: Resolution No. 12389-020723, a Resolution Authorizing Issuance of Not to Exceed \$12,000,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$12,000,000 Note Anticipation Notes, Series 2023B in Anticipation Thereof.

Recommendation: That the Common Council adopts Resolution No. 12389-020723, a Resolution Authorizing Issuance of Not to Exceed \$12,000,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$12,000,000 Note Anticipation Notes, Series 2023B in Anticipation Thereof.

Fiscal Impact: The Note Anticipation Notes will be paid by TID No. 13 tax revenues and donations.

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 Plan of Finance includes \$11,245,000 Note Anticipation Notes (NANs) to finance the following capital projects included in the 2023 Capital Improvement Program (CIP):

- lakefront bluff stabilization and revetment (\$8,080,000);
- demolition of the former Peter Cooper factory building and start design of the parkland area north of Lake Vista Park (\$2,250,000); and
- to pay capitalized interest and issuance costs (\$915,000).

The NANs will be callable as of April 1, 2025 with the principal to be refinanced with General Obligation Refunding Bonds in late 2025. The Bonds are projected to be amortized through the remaining life of TID No. 13 (2044) and paid by TID No. 13 tax revenues and donations.

Resolution No. 12389-020723 gives Baird the ability to present to the City a sale on any day versus only on the day of a Common Council meeting, offering flexibility to take advantage of favorable interest rates. Parameters for the NANs sale include a maximum price of \$12,000,000 and interest rate of 5.00%.

Justin Fischer, Managing Director of Public Finance with Baird will be present at the Common Council meeting to discuss this debt issuance in greater detail and answer any questions at that time.

Options/Alternatives: The Common Council could choose to request that the sale of the NANs come back to them for approval at a set Common Council meeting, thus removing the flexibility to sell the NANs on a day of Baird's choosing based on the interest rate market.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

- Plan of Finance
- Resolution No. 12389-020723

The logo for BAIRD is a dark blue parallelogram tilted to the right, containing the word "BAIRD" in white, bold, serif capital letters.

BAIRD

City of Oak Creek

2023 Financing Plan

February 7, 2023

Justin A. Fischer, Managing Director

jfischer@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827

City of Oak Creek

2023 Financing Plan

February 7, 2023



Timeline

- City Council considers Plan of Finance / Parameters Resolution February 7, 2023
 - Authority for final sign-off of the Notes sale, within designated parameters, is delegated to the City Administrator or Assistant City Administrator/Comptroller
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- If market is strong & meet Council’s parameters, sell the Notes (finalizes terms and interest rates)...Late March/Early April 2023
- Closing (funds available).....Anticipated May 1, 2023

Borrowing/Structure/Purpose

Estimated Size:	\$11,245,000	\$3,585,000
Issue:	Note Anticipation Notes	G.O. Promissory Notes
Purpose:	TID #13	TID #13 & Storm Supported
Structure:	Matures April 1, 2026	Matures April 1, 2024-2033
First Interest:	April 1, 2024 (Capitalized Interest thru 4/1/2025)	April 1, 2024 (TID #13 Capitalized Interest thru 4/1/2025)
Callable:	April 1, 2025	April 1, 2030
Estimated Interest Rate:	4.47%	4.57%
Parameters Maximum Interest Rate:	5.00%	5.00%

City of Oak Creek

2023 Financing Plan

February 7, 2023

TIF #13 Financing Illustration



			\$11,245,000 NANs, Series 2023B Dated May 1, 2023		\$2,335,000 G.O. Promissory Notes, Series 2023C Dated May 1, 2023								
			Amount for Projects..... \$10,330,000		Amount for Projects..... \$2,200,000								
Revenues			Expenditures							Net Revenues			
Year	(a) Tax Increment & Interest Revenue (1)	(b) TID Donation Revenue (1)	(c) Tax Increment, Interest, & TID Donation Revenue (1)	(d) Interest (4/1 & 10/1) TIC= 4.47%	(e) Principal (4/1)	(f) Interest (4/1 & 10/1) TIC= 4.57%	(g) LESS: Bid Premium/ CAPI	(h) Debt Service	(i) Other Future Hypothetical Debt Service (2)	(j) Less: Administrative Costs	(k) Combined Expenditures	(l) Available After Debt Service & Admin Costs	Year
2023	\$98,482	\$910,000	\$1,008,482	\$257,698						\$101,900	\$101,900	\$906,582	2023
2024	\$346,034	\$990,000	\$1,336,034	\$618,475		\$190,949	(\$190,949)	\$0	\$847,705	\$101,900	\$949,605	\$386,429	2024
2025	\$1,442,426	\$1,080,000	\$2,522,426	\$309,238		\$134,788	(\$67,394)	\$67,394	\$1,339,070	\$101,900	\$1,508,364	\$1,014,063	2025
2026	\$2,173,323	\$1,065,000	\$3,238,323			\$134,788		\$134,788	\$2,281,865	\$101,900	\$2,518,553	\$719,771	2026
2027	\$2,499,863	\$1,080,000	\$3,579,863		\$275,000	\$126,194		\$401,194	\$2,944,040	\$101,900	\$3,447,134	\$132,729	2027
2028	\$2,896,100	\$1,760,000	\$4,656,100		\$295,000	\$108,381		\$403,381	\$3,583,570	\$101,900	\$4,088,851	\$567,249	2028
2029	\$3,469,478	\$2,840,000	\$6,309,478		\$315,000	\$89,319		\$404,319	\$3,584,452	\$101,900	\$4,090,671	\$2,218,808	2029
2030	\$3,939,187	\$2,230,000	\$6,169,187		\$335,000	\$69,006		\$404,006	\$3,581,734	\$101,900	\$4,087,640	\$2,081,547	2030
2031	\$4,251,202	\$4,400,000	\$8,651,202		\$355,000	\$49,219		\$404,219	\$3,594,125	\$101,900	\$4,100,243	\$4,550,959	2031
2032	\$4,316,336	\$4,500,000	\$8,816,336		\$370,000	\$30,188		\$400,188	\$3,586,480	\$101,900	\$4,088,567	\$4,727,769	2032
2033	\$4,382,447		\$4,382,447		\$390,000	\$10,238		\$400,238	\$3,588,799	\$101,900	\$4,090,937	\$291,510	2033
2034	\$4,449,550		\$4,449,550						\$3,590,573	\$101,900	\$3,692,473	\$757,077	2034
2035	\$4,517,659		\$4,517,659						\$3,591,540	\$101,900	\$3,693,440	\$824,219	2035
2036	\$4,586,791		\$4,586,791						\$3,586,577	\$101,900	\$3,688,477	\$898,313	2036
2037	\$4,656,959		\$4,656,959						\$3,585,423	\$101,900	\$3,687,323	\$969,636	2037
2038	\$4,728,180		\$4,728,180						\$3,590,108	\$101,900	\$3,692,008	\$1,036,171	2038
2039	\$4,800,469		\$4,800,469						\$3,591,176	\$101,900	\$3,693,076	\$1,107,393	2039
2040	\$4,873,842		\$4,873,842						\$3,585,542	\$101,900	\$3,687,442	\$1,186,400	2040
2041	\$4,948,316		\$4,948,316						\$3,591,306	\$101,900	\$3,693,206	\$1,255,109	2041
2042	\$5,023,907		\$5,023,907						\$3,587,829	\$101,900	\$3,689,729	\$1,334,178	2042
2043	\$5,100,633		\$5,100,633						\$3,585,520	\$101,900	\$3,687,420	\$1,413,213	2043
2044	\$5,178,509		\$5,178,509						\$2,249,889	\$101,900	\$2,351,789	\$2,826,720	2044
	\$82,679,693	\$20,855,000	\$103,534,693		\$2,335,000	\$943,068	(\$258,343)	\$3,019,725	\$67,067,323	\$2,241,800	\$72,328,848	\$31,205,845	

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City of Oak Creek

2023 Financing Plan

February 7, 2023

Storm Supported Financing Illustration



\$1,250,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2023C <i>Dated May 1, 2023</i> <i>(First interest 4/1/2024)</i>						
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2032	2033	\$155,000	\$4,069		\$159,069	2033
		\$1,250,000	\$413,660	(\$55,356)	\$1,608,305	

RESOLUTION NO. 12389-020723

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$12,000,000 GENERAL OBLIGATION PROMISSORY NOTES
AND AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED
\$12,000,000 NOTE ANTICIPATION NOTES, SERIES 2023B
IN ANTICIPATION THEREOF

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds for public purposes, including paying tax incremental district project costs (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes designated Note Anticipation Notes, Series 2023B (the "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase agreement to the City (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to each of the City Administrator and the Assistant City Administrator/Comptroller (each, an "Authorized Officer") of the City the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in

this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization of Securities. The City hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project. There is hereby levied on all the taxable property in the City a direct, annual, irrevocable tax sufficient to pay the interest on said Securities as it becomes due, and also to pay and discharge the principal thereof.

Section 2. Authorization and Sale of the Notes: Parameters. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of not to exceed TWELVE MILLION DOLLARS (\$12,000,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 17 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed TWELVE MILLION DOLLARS (\$12,000,000). The purchase price to be paid to the City for the Notes shall not be less than 99.00% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 1.00% of the principal amount of the Notes, with an amount not to exceed 0.40% of the principal amount of the Notes representing the Purchaser's compensation and an amount not to exceed 0.60% of the principal amount of the Notes representing costs of issuance, including bond insurance premium, payable by the Purchaser or the City.

Section 3. Terms of the Notes. The Notes shall be designated "Note Anticipation Notes, Series 2023B"; shall be issued in the aggregate principal amount of up to \$12,000,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature on the date and in the principal amount set forth below, provided that the principal amount may be increased or decreased by up to \$1,000,000 and that the aggregate principal amount of the Notes shall not exceed \$12,000,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$11,245,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2026	\$11,245,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2023 or on such other date as approved by an Authorized Officer in the Approving Certificate. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 5.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy or revenue limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Notes, Series 2023B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the Common Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$12,000,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the

Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 12. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 14. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 15. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 17. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, redemption provisions, interest rate, first interest payment date and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, an Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 18. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by an Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions: Severability: Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded February 7, 2023.

Daniel Bukiewicz
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A
Approving Certificate

(See Attached)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned [City Administrator] [Assistant City Administrator/Comptroller] of the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On February 7, 2023, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$12,000,000 Note Anticipation Notes, Series 2023B of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$_____, which is not more than the \$12,000,000 approved by the Resolution, and shall mature on April 1, 2026 in the amount and shall bear interest at the rate per annum as set forth in the Schedule attached hereto as Schedule II and incorporated herein by this reference. The amount of principal on the Notes is not more than \$1,000,000 more or less than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2026	\$11,245,000	\$_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.00%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 99.00% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price provided by the Purchaser of the Notes (\$_____) and the purchase price to be paid to the City by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Notes, which does not exceed 1.00% of the principal amount of the Notes. The amount representing Purchaser's compensation is \$_____, or not more than 0.40% of the principal amount of the Notes. The amount representing costs of issuance [to be paid by the City/Purchaser] is \$_____, which does not exceed 0.60% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes are subject to redemption prior to maturity, at the option of the City, on April 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.]

5. First Interest Payment Date. Pursuant to Section 3 of the Resolution, the first interest payment date shall be [October 1, 2023/_____, 2024].

6. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, interest rate, purchase price, first interest payment date, and redemption provisions for the Notes in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2023 pursuant to the authority delegated to me in the Resolution.

[_____
Andrew J. Vickers
City Administrator]

OR

[_____
Maxwell Gagin
Assistant City Administrator/Comptroller]

SCHEDULE 1 TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Debt Service Schedule

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

EXHIBIT B

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	MILWAUKEE COUNTY	
NO. R- _____	CITY OF OAK CREEK	\$ _____
	NOTE ANTICIPATION NOTE, SERIES 2023B	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, 2026	_____, 2023	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on [October 1, 2023] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying tax incremental district project costs (the "Project"), as authorized by a resolution adopted on February 7, 2023, as supplemented by an Approving Certificate, dated _____, 2023 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said Resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

[This Note is not subject to optional redemption.**]** **[**The Notes are subject to redemption prior to maturity, at the option of the City, on April 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.**]**

[In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation and date of the Notes called for redemption, CUSIP number, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.**]**

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Oak Creek, Milwaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

COPY

Date of Authentication: _____ . _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Oak Creek, Milwaukee County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED. the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



COMMON COUNCIL REPORT

Item: Resolution No. 12390-020723, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,750,000 General Obligation Promissory Notes, Series 2023C.

Recommendation: That the Common Council adopts Resolution No. 12390-020723, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,750,000 General Obligation Promissory Notes, Series 2023C.

Fiscal Impact: The General Obligation Promissory Notes will be paid by storm water fees and TID No. 13 tax revenues.

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 Plan of Finance includes \$3,585,000 General Obligation Promissory Notes (GO Notes) for the following purposes:

- Drexel Avenue storm water lift station replacement project (\$1,250,000);
- to reimburse the developer for Phase I infrastructure improvement costs for the Lakeshore Commons development (\$2,200,000); and
- to pay capitalized interest and issuance costs (\$135,000).

The Drexel Avenue storm water lift station replacement portion of this debt issuance will be amortized over ten years with a level debt service payment while the Lakeshore Commons portion of this debt issuance will be amortized over ten years to match TID No. 13's projected cash flows. The GO Notes are projected to be sold at an interest rate of 4.57% and will be callable on April 1, 2030.

Resolution No. 12390-020723 gives Baird the ability to present to the City a sale on any day versus only on the day of a Common Council meeting, offering flexibility to take advantage of favorable interest rates. Parameters for the GO Notes sale include a maximum price of \$3,750,000 and interest rate of 5.00%.

Justin Fischer, Managing Director of Public Finance with Baird will be present at the Common Council meeting to discuss the debt issuance in greater detail and answer any questions at that time.

Options/Alternatives: The Common Council could choose to request that the sale of the GO Notes come back to them for approval at a set Common Council meeting, thus removing the flexibility to sell the Go Notes on a day of Baird's choosing based on the interest rate market.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

- Plan of Finance
- Resolution No. 12390-020723

The logo for BAIRD is a dark blue parallelogram tilted to the right, with the word "BAIRD" in white, bold, sans-serif capital letters centered inside.

BAIRD

City of Oak Creek

2023 Financing Plan

February 7, 2023

Justin A. Fischer, Managing Director

jfischer@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827

City of Oak Creek

2023 Financing Plan

February 7, 2023



Timeline

- City Council considers Plan of Finance / Parameters Resolution February 7, 2023
 - Authority for final sign-off of the Notes sale, within designated parameters, is delegated to the City Administrator or Assistant City Administrator/Comptroller
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- If market is strong & meet Council’s parameters, sell the Notes (finalizes terms and interest rates)... Late March/Early April 2023
- Closing (funds available)..... Anticipated May 1, 2023

Borrowing/Structure/Purpose

Estimated Size:	\$11,245,000	\$3,585,000
Issue:	Note Anticipation Notes	G.O. Promissory Notes
Purpose:	TID #13	TID #13 & Storm Supported
Structure:	Matures April 1, 2026	Matures April 1, 2024-2033
First Interest:	April 1, 2024 (Capitalized Interest thru 4/1/2025)	April 1, 2024 (TID #13 Capitalized Interest thru 4/1/2025)
Callable:	April 1, 2025	April 1, 2030
Estimated Interest Rate:	4.47%	4.57%
Parameters Maximum Interest Rate:	5.00%	5.00%

City of Oak Creek

2023 Financing Plan

February 7, 2023

TIF #13 Financing Illustration



			\$11,245,000 NANs, Series 2023B Dated May 1, 2023		\$2,335,000 G.O. Promissory Notes, Series 2023C Dated May 1, 2023							
			Amount for Projects \$10,330,000		Amount for Projects \$2,200,000							
Revenues			Expenditures							Net Revenues		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
Tax Increment & Interest Revenue	TID Donation Revenue	Tax Increment, Interest, & TID Donation Revenue	Interest	Principal	Interest	LESS: Bid Premium/ CAPI	Debt Service	Other Future Hypothetical Debt Service	Less: Administrative Costs	Combined Expenditures	Available After Debt Service & Admin Costs	
(1)	(1)	(1)	(4/1 & 10/1) TIC= 4.47%	(4/1)	(4/1 & 10/1) TIC= 4.57%			(2)				
2023	\$98,482	\$910,000	\$1,008,482	\$257,698							\$906,582	
2024	\$346,034	\$990,000	\$1,336,034	\$618,475	\$190,949	(\$190,949)	\$0	\$847,705	\$101,900	\$949,605	\$386,429	
2025	\$1,442,426	\$1,080,000	\$2,522,426	\$309,238	\$134,788	(\$67,394)	\$67,394	\$1,339,070	\$101,900	\$1,508,364	\$1,014,063	
2026	\$2,173,323	\$1,065,000	\$3,238,323		\$134,788		\$134,788	\$2,281,865	\$101,900	\$2,518,553	\$719,771	
2027	\$2,499,863	\$1,080,000	\$3,579,863		\$275,000	\$126,194	\$401,194	\$2,944,040	\$101,900	\$3,447,134	\$132,729	
2028	\$2,896,100	\$1,760,000	\$4,656,100		\$295,000	\$108,381	\$403,381	\$3,583,570	\$101,900	\$4,088,851	\$567,249	
2029	\$3,469,478	\$2,840,000	\$6,309,478		\$315,000	\$89,319	\$404,319	\$3,584,452	\$101,900	\$4,090,671	\$2,218,808	
2030	\$3,939,187	\$2,230,000	\$6,169,187		\$335,000	\$69,006	\$404,006	\$3,581,734	\$101,900	\$4,087,640	\$2,081,547	
2031	\$4,251,202	\$4,400,000	\$8,651,202		\$355,000	\$49,219	\$404,219	\$3,594,125	\$101,900	\$4,100,243	\$4,550,959	
2032	\$4,316,336	\$4,500,000	\$8,816,336		\$370,000	\$30,188	\$400,188	\$3,586,480	\$101,900	\$4,088,567	\$4,727,769	
2033	\$4,382,447		\$4,382,447		\$390,000	\$10,238	\$400,238	\$3,588,799	\$101,900	\$4,090,937	\$291,510	
2034	\$4,449,550		\$4,449,550					\$3,590,573	\$101,900	\$3,692,473	\$757,077	
2035	\$4,517,659		\$4,517,659					\$3,591,540	\$101,900	\$3,693,440	\$824,219	
2036	\$4,586,791		\$4,586,791					\$3,586,577	\$101,900	\$3,688,477	\$898,313	
2037	\$4,656,959		\$4,656,959					\$3,585,423	\$101,900	\$3,687,323	\$969,636	
2038	\$4,728,180		\$4,728,180					\$3,590,108	\$101,900	\$3,692,008	\$1,036,171	
2039	\$4,800,469		\$4,800,469					\$3,591,176	\$101,900	\$3,693,076	\$1,107,393	
2040	\$4,873,842		\$4,873,842					\$3,585,542	\$101,900	\$3,687,442	\$1,186,400	
2041	\$4,948,316		\$4,948,316					\$3,591,306	\$101,900	\$3,693,206	\$1,255,109	
2042	\$5,023,907		\$5,023,907					\$3,587,829	\$101,900	\$3,689,729	\$1,334,178	
2043	\$5,100,633		\$5,100,633					\$3,585,520	\$101,900	\$3,687,420	\$1,413,213	
2044	\$5,178,509		\$5,178,509					\$2,249,889	\$101,900	\$2,351,789	\$2,826,720	
	\$82,679,693	\$20,855,000	\$103,534,693		\$2,335,000	\$943,068	(\$258,343)	\$3,019,725	\$67,067,323	\$2,241,800	\$72,328,848	\$31,205,845

(1) Per City estimates as of 12/22/2022. Includes projected TIDs #6, #8, #10, & #16 donations and estimated interest revenue. Does not include local/state/federal grants.

(2) Assumes:
 2021 NAN is refinanced in 2023 (\$16,220,000)
 2023 NAN is refinanced in 2025 (\$11,245,000)
 2024 NAN is refinanced in 2026 (\$7,700,000)
 2025 NAN is refinanced in 2027 (\$7,200,000)

Future hypothetical debt service assumes a planning interest rate of 5.00%. This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as, advice.

City of Oak Creek

2023 Financing Plan

February 7, 2023

Storm Supported Financing Illustration



\$1,250,000						
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2023C						
<i>Dated May 1, 2023</i>						
<i>(First interest 4/1/2024)</i>						
LEVY YEAR	YEAR DUE	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 4.57%	LESS: HYPOTHETICAL BID PREMIUM	TOTAL	YEAR DUE
2022	2023					2023
2023	2024	\$115,000	\$100,779	(\$55,356)	\$160,423	2024
2024	2025	\$100,000	\$63,363		\$163,363	2025
2025	2026	\$105,000	\$56,956		\$161,956	2026
2026	2027	\$110,000	\$50,238		\$160,238	2027
2027	2028	\$115,000	\$43,206		\$158,206	2028
2028	2029	\$125,000	\$35,706		\$160,706	2029
2029	2030	\$135,000	\$27,581		\$162,581	2030
2030	2031	\$140,000	\$19,688		\$159,688	2031
2031	2032	\$150,000	\$12,075		\$162,075	2032
2032	2033	\$155,000	\$4,069		\$159,069	2033
		\$1,250,000	\$413,660	(\$55,356)	\$1,608,305	

RESOLUTION NO. 12390-020723

RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO
EXCEED \$3.750.000 GENERAL OBLIGATION PROMISSORY
NOTES, SERIES 2023C

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds for public purposes, including paying tax incremental district project costs and stormwater improvement costs (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell general obligation promissory notes designated General Obligation Promissory Notes, Series 2023C (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase agreement to the City (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to each of the City Administrator and the Assistant City Administrator/Comptroller (each, an "Authorized Officer") of the City the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$3.750.000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 15 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed THREE MILLION SEVEN

HUNDRED FIFTY THOUSAND DOLLARS (\$3,750,000). The purchase price to be paid to the City for the Notes shall not be less than 97.00% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 3.00% of the principal amount of the Notes, with an amount not to exceed 1.25% of the principal amount of the Notes representing the Purchaser's compensation and an amount not to exceed 1.75% of the principal amount of the Notes representing costs of issuance, including bond insurance premium, payable by the Purchaser or the City.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2023C"; shall be issued in the aggregate principal amount of up to \$3,750,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$350,000 per maturity or mandatory redemption amount; that a maturity or mandatory redemption amount may be eliminated if the amount of such maturity or mandatory redemption amount set forth in the schedule below is less than or equal to \$350,000; and that the aggregate principal amount of the Notes shall not exceed \$3,750,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$3,585,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2024	\$115,000
04-01-2025	100,000
04-01-2026	105,000
04-01-2027	385,000
04-01-2028	410,000
04-01-2029	440,000
04-01-2030	470,000
04-01-2031	495,000
04-01-2032	520,000
04-01-2033	545,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024 or on such other date as approved by an Authorized Officer in the Approving Certificate. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 5.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the

mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2023 through 2032 for the payments due in the years 2024 through 2033 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes. Series 2023C" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay

principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds." within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the

Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates, first interest payment date and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, an Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 16. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and

Exchange Act of 1934 (the "Rule"). All actions taken by an Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded February 7, 2023.

Daniel Bukiewicz
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A
Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned [City Administrator] [Assistant City Administrator/Comptroller] of the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On February 7, 2023, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$3,750,000 General Obligation Promissory Notes, Series 2023C of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$_____, which is not more than the \$3,750,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$350,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2024	\$115,000	\$ _____
04-01-2025	100,000	_____
04-01-2026	105,000	_____
04-01-2027	385,000	_____
04-01-2028	410,000	_____
04-01-2029	440,000	_____
04-01-2030	470,000	_____
04-01-2031	495,000	_____
04-01-2032	520,000	_____
04-01-2033	545,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.00%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 97.00% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price provided by the Purchaser of the Notes (\$ _____) and the purchase price to be paid to the City by the Purchaser (\$ _____) is \$ _____, or _____% of the principal amount of the Notes, which does not exceed 3.00% of the principal amount of the Notes. The amount representing Purchaser's compensation is \$ _____, or not more than 1.25% of the principal amount of the Notes. The amount representing costs of issuance [to be paid by the City/Purchaser] is \$ _____, which does not exceed 1.75% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes are not subject to optional redemption.] [The Notes maturing on April 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that certain of the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. First Interest Payment Date. Pursuant to Section 2 of the Resolution, the first interest payment date shall be [April 1, 2024/ _____, 20__].

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

8. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, first interest payment date, purchase price and redemption provisions for the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2023 pursuant to the authority delegated to me in the Resolution.

[_____
Andrew J. Vickers
City Administrator]

OR

[_____
Maxwell Gagin
Assistant City Administrator/Comptroller]

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Notes due on April 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
NO. R-____ CITY OF OAK CREEK \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2023C

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, 20__ _____, 2023 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on [April 1, 2024] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying tax incremental district project costs and stormwater improvement costs, as authorized by a resolution adopted on February 7, 2023, as supplemented by an Approving Certificate, dated _____, 2023 (the "Approving

Certificate") (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

【This Note is not subject to optional redemption.】 【The Notes maturing on April 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.】

【The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

【In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.】

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax.

fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note. after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Oak Creek, Milwaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

Date of Authentication: _____.

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Oak Creek, Milwaukee County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



COMMON COUNCIL REPORT

Item: Drexel Avenue Streetscape (Phase 1) Design Contract

Recommendation: That the Common Council approve a contract for design of the first phase of the Drexel Avenue Streetscape improvements to GRAEF for a total of \$165,000.

Fiscal Impact: The 2023 Capital Improvements Program included \$2,500,000 for the design and construction of the first phase of the Drexel Avenue Streetscape project. Funding is anticipated through existing TIF districts 11, 12 and 15.

- 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 December 14, 2021 the Plan Commission approved the Streetscape Plan for the Drexel Avenue Corridor that runs from Howell Avenue west to South IKEA Way.

The plan, excerpts of which are included as an attachment to this report, identifies streetscaping improvements to the roadway, medians and adjacent sidewalk areas to the corridor. GRAEF prepared the initial plan, and would be the logical group to prepare the necessary design and engineering documents to implement the plan.

The proposed contract would be for the first phase of the project, which would start at IKEA Way and extend eastward to the railroad tracks. Future requests would extend these improvements to Howell Avenue.

Options/Alternatives: Although not recommended, the City could issue a request for proposals (RFP) for the design services using a different consultant, or not moving forward with the design process at all.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Approved:

Douglas W. Seymour, AICP
Director of Community Development

Fiscal Review:

Maxwell Gaggin, MPA
Assistant City Administrator / Comptroller

Attachments: 2023 CIP request

January 20, 2023 draft contract proposal

Excerpted pages from adopted Streetscape Plan

Attachments: 2023 CIP request

January 20, 2023 draft contract proposal

Excerpted pages from adopted Streetscape Plan

2023 CAPITAL IMPROVEMENT/EQUIPMENT PROGRAM (CIP/CEP)

Department: Community Development	Contact Person: Doug Seymour
Request Title: Drexel Avenue Streetscape Construction- Phase 1	
General Description: Construction of the elements of the Drexel Avenue Streetscape Plan between S. Ikea Drive and S. Howell Avenue.	
Justification and Intent: <p>The City has made significant, sustained investments in the Drexel Avenue corridor, including the freeway interchange and public-private partnerships at Drexel Town Square, Highgate, and the Creekside Crossing Marketplace. The common thread between these high-profile developments is Drexel Avenue. Drexel Avenue has in essence become the City's main street and commercial center.</p> <p>The roadway (especially between Howell Avenue and the freeway) is heavily utilized and no longer reflects the City's brand or the image of the diverse, vibrant community Oak Creek aspires to be based on its adopted strategic plan.</p> <p>The City has approved a streetscape plan for this important corridor. The plan, which has included opportunity for stakeholder input, recommends improvements to landscaping, lighting, public art, wayfinding, and other elements intended to transform the roadway into a corridor that welcomes our residents and visitors.</p>	
Description of Alternatives: The City could implement all, parts, or none of the Drexel Avenue Streetscape Plan.	
Description of Disposal, if Applicable: Not applicable	
Impact on other Projects: This corridor contains and is anchored by several high-profile projects including Drexel Town Square, Highgate, and the Creekside Crossing Marketplace, all of which have included City investment(s). The implementation of certain elements of this plan may coincide with other investments in the Drexel Avenue corridor including Abendschein Park, Highgate, and the Creekside Crossing Marketplace.	
Cost Analysis: Funding estimates range between \$3.4 million dollars (for a plan focusing on the medians only) to \$4.8 million dollars (for the full plan). Additional funding would be needed (app. \$500,000) if the decision is made to replace street lighting. Funding for this streetscape project could be provided from Tax Incremental Districts 11, 12, and 15 as each is directly adjacent or within one-half mile of the corridor.	
Annual Impact on Operating Budget: Despite design intention to limit maintenance requirements, the City will experience ongoing maintenance associated with the landscaping and other structural features and lighting identified in the Plan.	



2023 Capital Improvement Program (CIP) Requests

Department or Division	Item Requested	Funding Request	City Admin Recommendation	BOPWACA Recommendation	Common Council Decision	Funding Source
Community Development	Drexel Avenue Streetscape Construction (Phase 1)	\$ 4,800,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	TID 11 / TID 12
Community Development	Parks and Open Space Plan Update	\$ 100,000	\$ 30,000	\$ 30,000	\$ 30,000	Park Impact Fees
Engineering	North Lakefront Bluff Stabilization and Revetment	\$ 8,075,383	\$ 8,075,383	\$ 8,075,383	\$ 8,075,383	TID 13
Engineering	North Lake Vista Park (Phase 1) Design / Peter Cooper Building Demo	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	TID 13
Engineering	2023 Road Improvements (per PASER)	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	American Rescue Plan Funds (Grant)
Engineering	Drexel Storm Water Lift Station Replacement	\$ 710,000	\$ 710,000	\$ 710,000	\$ 710,000	Stormwater Fund (38)
Engineering	Abendschein Park Entrance Road & Parking Lot Expansion	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	Park Impact Fees
Engineering	S. 6th Street Rehabilitation - Drexel Ave. to Marquette Ave.	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	TID 11
Engineering	Pedestrian Accomodations on American Ave.	\$ 220,000	\$ -	\$ -	\$ -	TID 13
Engineering	Bridge Maintenance Fund	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	WE Energies (\$1M Cash)
Engineering	Storm Water Vehicles & Equipment Fund	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	Stormwater Fund (38)
Engineering	Stream Restoration Fund	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	Stormwater Fund (38)
Engineering	Bridge Replacement - 7800 S. 6th St.	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	Stormwater Fund (38)
Engineering	Robotics Survey Equipment	\$ 34,900	\$ 34,900	\$ 34,900	\$ 34,900	WE Energies (\$1M Cash)
Engineering	Puetz Ave. / Liberty Ln. Intersection Improvements Design	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	WE Energies (\$1M Cash)
Engineering	6th St. Bridge Design	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	WE Energies (\$1M Cash)
Fire	Ladder Truck Purchase	\$ 1,734,384	\$ 1,734,384	\$ 1,734,384	\$ 1,734,384	American Rescue Plan Funds (Grant)
Fire	Engine Purchase	\$ 939,630	\$ 939,630	\$ 939,630	\$ 939,630	TBD
Fire	Fire Station No. 2 Land Purchase and Design	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	Fire Impact Fees
Fire	Ambulance Purchase	\$ 380,000	\$ 380,000	\$ 380,000	\$ 380,000	EMS Fund Balance
Fire	Fire Station No. 3 Parking Lot Repair	\$ 113,795	\$ 113,795	\$ 113,795	\$ 113,795	WE Energies (\$1M Cash)
Fire	FirstWatch Software	\$ 85,506	\$ -	\$ -	\$ -	WE Energies (\$1M Cash)
Fire	Fire Gear Replacement (Year 3 of 5)	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	WE Energies (\$1M Cash)
Fire	Fitness Equipment Purchase	\$ 11,300	\$ 11,300	\$ 11,300	\$ 11,300	WE Energies (\$1M Cash)
Fire	Fire Station Nos. 1 & 3 Exterior Painting	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	WE Energies (\$1M Cash)
IT	Computer and Network Equipment Replacement	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	WE Energies (\$1M Cash)
IT	CCTV Camera Replacement	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	WE Energies (\$1M Cash)
Maintenance	Civic Center Masonry & Window Flashing Repairs	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	Building Replacement Fund
Maintenance	DPW Service Door Replacement	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	Building Replacement Fund
Police	Moveable Vehicle Barrier System	\$ 85,500	\$ 85,500	\$ 85,500	\$ 85,500	American Rescue Plan Funds (Grant)
Police	Suburban Mobile Incident Response (MIRT) Equipment	\$ 32,682	\$ 32,682	\$ 32,682	\$ 32,682	WE Energies (\$1M Cash)
Police	In-Car Video System Replacements (Year 3 of 3)	\$ 22,125	\$ 22,125	\$ 22,125	\$ 22,125	WE Energies (\$1M Cash)
Police	Body Armor Replacements	\$ 10,450	\$ 10,450	\$ 10,450	\$ 10,450	WE Energies (\$1M Cash)
Police/Dispatch/IT	911 and Radio Recorder	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	WE Energies (\$1M Cash)
Public Works	Snowplow / Dump Truck Replacement	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	Equipment Replacement Fund
Public Works	Light Truck Fleet Lease Program	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	WE Energies (\$1M Cash)
Public Works	Stump Grinder Replacement	\$ 91,000	\$ 91,000	\$ 91,000	\$ 91,000	Equipment Replacement Fund
Public Works	Street Light and Traffic Signal Maintenance	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	WE Energies (\$1M Cash)
Public Works	Forklift Replacement	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	Equipment Replacement Fund
Public Works	Segmented Plow Blade Replacements (Qty. 12)	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	Stormwater Fund (38)
Public Works	Install New Sand Volleyball Court in Willow Heights Park	\$ 32,200	\$ 32,200	\$ 32,200	\$ 32,200	Park Impact Fees
Public Works	John Deere Z997 Diesel Mower	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	Equipment Replacement Fund



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

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DRAFT

January 20, 2023

Mr. Doug Seymour, Director of Community Development
City of Oak Creek
Community Development Department
8040 S. 6th Street
Oak Creek, WI 53154

SUBJECT: Drexel Avenue Streetscape Project Phase I – Final Design and Engineering
Services Proposal
City of Oak Creek, WI

Dear Doug:

We are pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and the City of Oak Creek (Client). This proposal is for the Drexel Avenue streetscape from the north/south I-94/43 highway corridor to the Union Pacific Railroad Overpass west of South 6th Street in Oak Creek, Wi. (Project). It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to provide preliminary and final design and engineering documents for the Phase I streetscape improvements based on the approved Master Plan / Schematic Design prepared by GRAEF dated April 2022. General scope of services shall include the following disciplines: landscape architecture, electrical design/engineering and structural engineering.

Proposed improvements shall include landscape and planting design, site amenity design and details, monument signage design and details, power and lighting including fixture selections. It is also understood that the existing roadway lighting will remain as is and proposed improvements will have to work around existing pole and fixture locations. The Drexel Avenue Repaving project plans developed under separate contract will be available in CAD format for plan development and coordination.

For this Project, GRAEF proposes to provide the following Basic Services:

Phase 1: Preliminary Design/Engineering

- Attend a project kick-off meeting to discuss overall project conditions, clarify project requirements, define schedule, and obtain background information.
- Review existing survey, site plans and other related documents or base mapping information provided by client.
- Attend a site visit to review existing conditions, photo-document, and gain overall project understanding for any conditions that have changes since master planning phase.

- Consult with local agencies to determine municipal landscape requirements for site development work associated with this project.
- Provide coordination with site utility agencies and Union Pacific railroad authority to identify applicable permitting, relocations, and/or easements required for the work.
- Assist City with obtaining proposals for geotechnical exploration and design recommendations for structural related work elements.
- Assist City and Art OC with development of a request for proposal for public, site specific art/sculpture works for the streetscape corridor.
 - Identify list of preferred artists
 - Prepare RFP to fit project design goals and objectives
 - Assist in interview and selection process
- Prepare preliminary streetscape plans to generally include the following sheets:
 - Preliminary Demolition/Removals Plans
 - Preliminary Streetscape Layout and Materials Plans
 - Preliminary Grading and Drainage Plans
 - Preliminary Erosion Control Plans
 - Preliminary Streetscape Lighting Plans and Fixture Selections
 - Preliminary Planting Plans and Details
 - Preliminary Construction Details
 - Preliminary Monument Signage Design/Details
 - Preliminary Structural foundation designs and details
 - Preliminary Performance Based Irrigation Plans
- Prepare preliminary technical specifications in Speclink format.
- Prepare updated opinion of probable construction costs for preliminary design phase.
- Participate in (2) two in person project coordination meetings with City.
- Participate in web-based conference call meetings as required for coordination between disciplines.

Phase 2: Final Design/Engineering

- Based on feedback-received from City staff and Plan Commission approval, prepare construction documents to include the same plan sheets as identified for Preliminary Design with additional detail added, and for use in single bid package.
- Finalize technical specifications in Speclink format for inclusion into project manual.
- Prepare final opinion of probable construction costs for streetscape improvements.
- Final construction documents shall be used for submittals for applicable agency permitting and approvals.
- Provide sealed drawings and stamped calculations for structural components
- Participate in (2) two in person project coordination meetings with City.
- Participate in web-based conference call meetings as required for coordination between disciplines.

Phase 3: Bidding / Construction Administration

- Respond to contractor inquiries during the bidding process.
- Prepare addenda.
- Review bids.
- Respond to contractor request for information (RFI's).



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- Review shop drawings, product data, etc.
- Participate in virtual, bi-weekly construction coordination meetings.
- Site visits during construction by discipline are summarized as follows:
 - Site/Landscape – 4 site visits
 - Electrical – 3 site visits
- Each discipline will provide a field report at 50% and 100% completion with final punch list and verification included at 100%.

GRAEF will endeavor to perform the Basic Services in accordance with a mutually agreed-upon schedule.

GRAEF can provide the following Additional Services for additional compensation as detailed below:

- Improvements to existing roadway, curb and gutter or sidewalk
- Improvements to existing street lighting, locations, types
- Attendance at Public Information Meetings
- Additional topographic survey
- Front End Specifications

It is our understanding that you will provide the following services, items and/or information:

- All available site and utility drawings for the area within and surrounding the project area that could impact project development.
- Any available mapping and or marking of private utility lines on or serving the subject property.
- CAD files from Drexel Avenue repaving project for use as base files
- Access to the site
- Front End Specifications
- All applicable permit and permit application fees

You agree to compensate GRAEF for all basic services noted above for a lump sum fee of \$165,000. Direct Expenses will be billed at cost and are included in the fee quoted above. Direct Expenses include mileage, printing and reproduction, delivery charges, and plan review fees.

You agree to compensate GRAEF for all Additional Services with an additional fee agreed to in advance of the services being performed.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project. We look forward to working with you on this important project. Please call us at 414-266-9039 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Joseph F. Pepitone Jr. PLA, LEED AP
Principal

**Accepted by:
City of Oak Creek**

(Signature)

DRAFT



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Brent T. Pitcher, PE LEED AP
Vice President

(Name Printed)

(Title) (Date)

DREXEL AVENUE CONCEPTUAL STREETSCAPE MASTER PLAN STUDY

City of Oak Creek
April 2022

Prepared for:
City of Oak Creek
Plan Commission



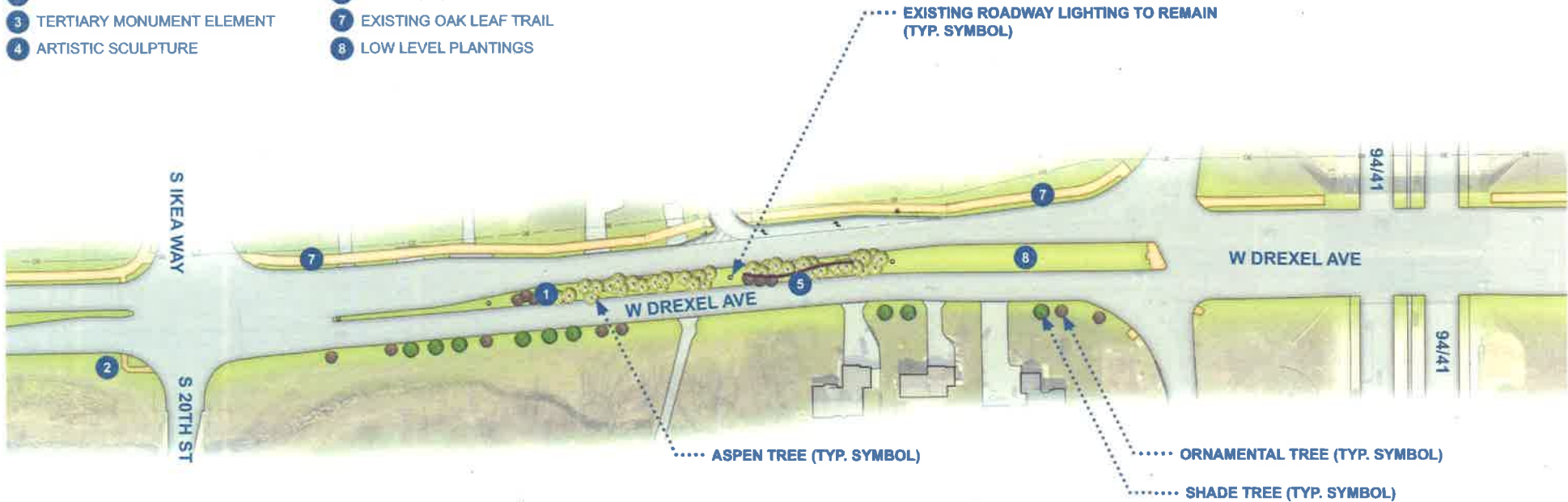
III. Schematic Design

KEY MAP



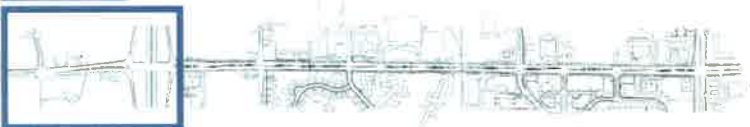
- 1 PRIMARY MONUMENT ELEMENT
- 2 SECONDARY MONUMENT ELEMENT
- 3 TERTIARY MONUMENT ELEMENT
- 4 ARTISTIC SCULPTURE
- 5 STONE WALL
- 6 CORTEN WALL
- 7 EXISTING OAK LEAF TRAIL
- 8 LOW LEVEL PLANTINGS

ALTERNATIVE 1: ALL-INCLUSIVE STREETSCAPE APPROACH SOUTH IKEA WAY - I-94/43



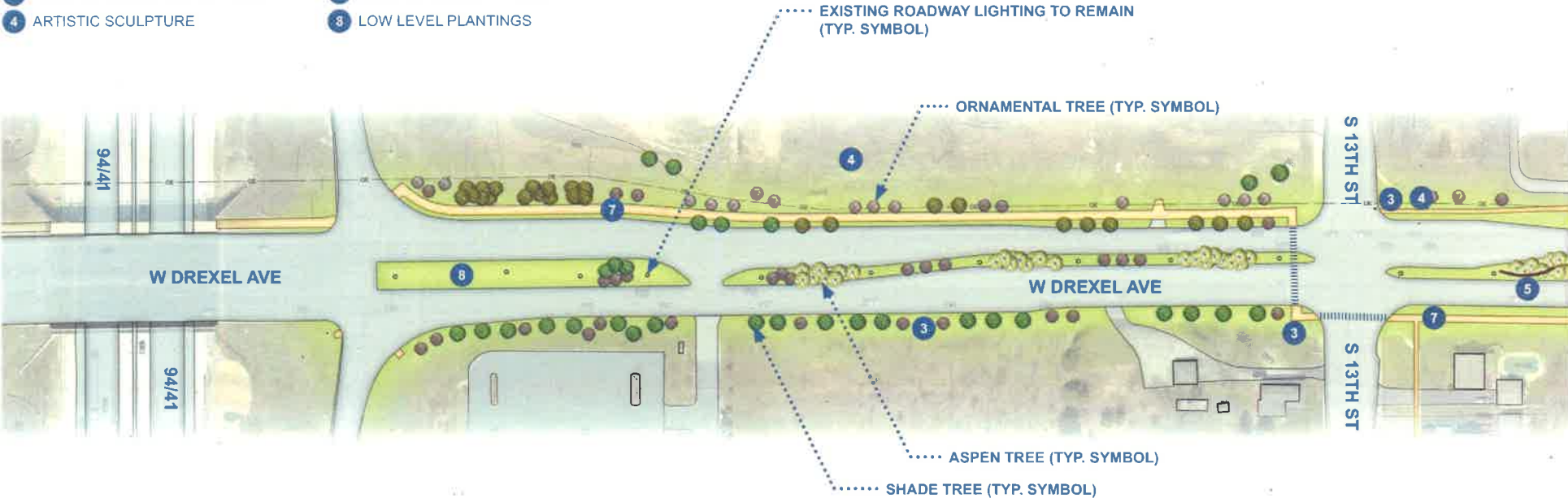
III. Schematic Design

KEY MAP



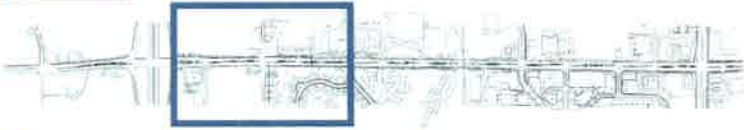
**ALTERNATIVE 1: ALL-INCLUSIVE STREETSCAPE APPROACH
I-94/43 - SOUTH 13TH STREET**

- 1 PRIMARY MONUMENT ELEMENT
- 2 SECONDARY MONUMENT ELEMENT
- 3 TERTIARY MONUMENT ELEMENT
- 4 ARTISTIC SCULPTURE
- 5 STONE WALL
- 6 CORTEN WALL
- 7 EXISTING OAK LEAF TRAIL
- 8 LOW LEVEL PLANTINGS



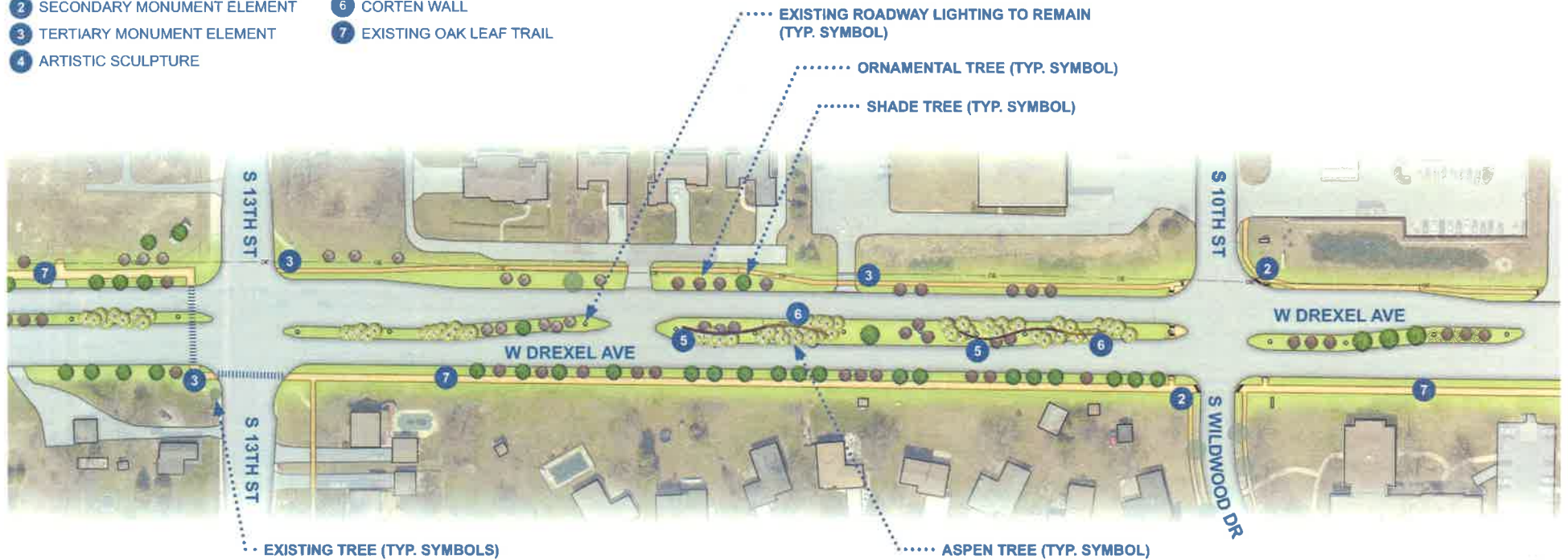
III. Schematic Design

KEY MAP



ALTERNATIVE 1: ALL-INCLUSIVE STREETSCAPE APPROACH SOUTH 13TH ST. - SOUTH 10TH ST.

- 1 PRIMARY MONUMENT ELEMENT
- 2 SECONDARY MONUMENT ELEMENT
- 3 TERTIARY MONUMENT ELEMENT
- 4 ARTISTIC SCULPTURE
- 5 STONE WALL
- 6 CORTEN WALL
- 7 EXISTING OAK LEAF TRAIL



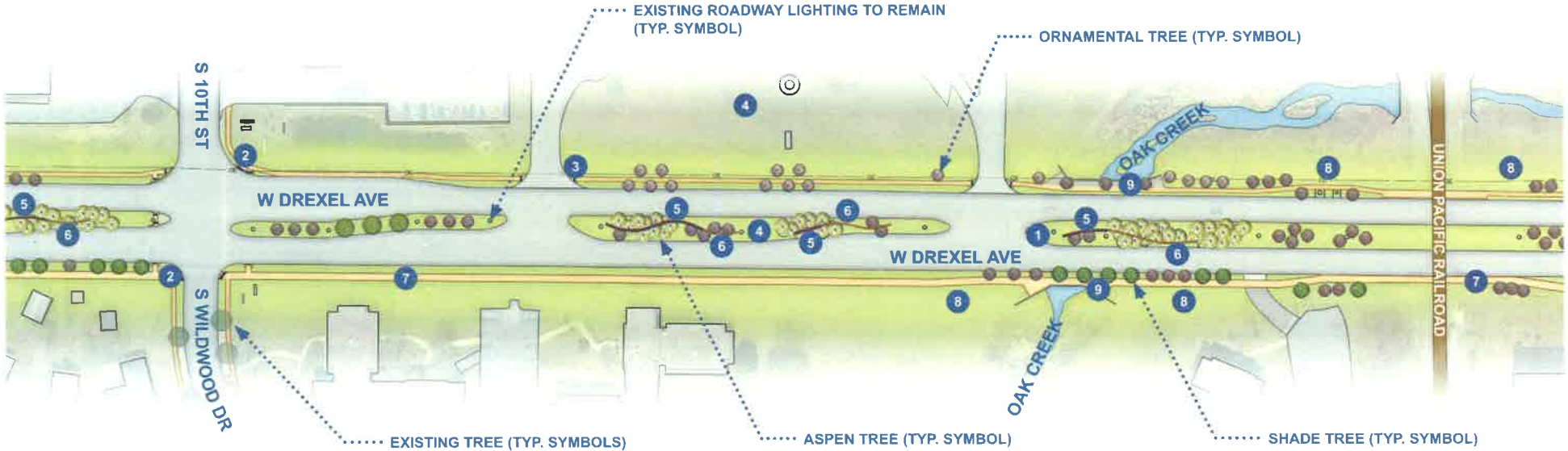
III. Schematic Design

KEY MAP



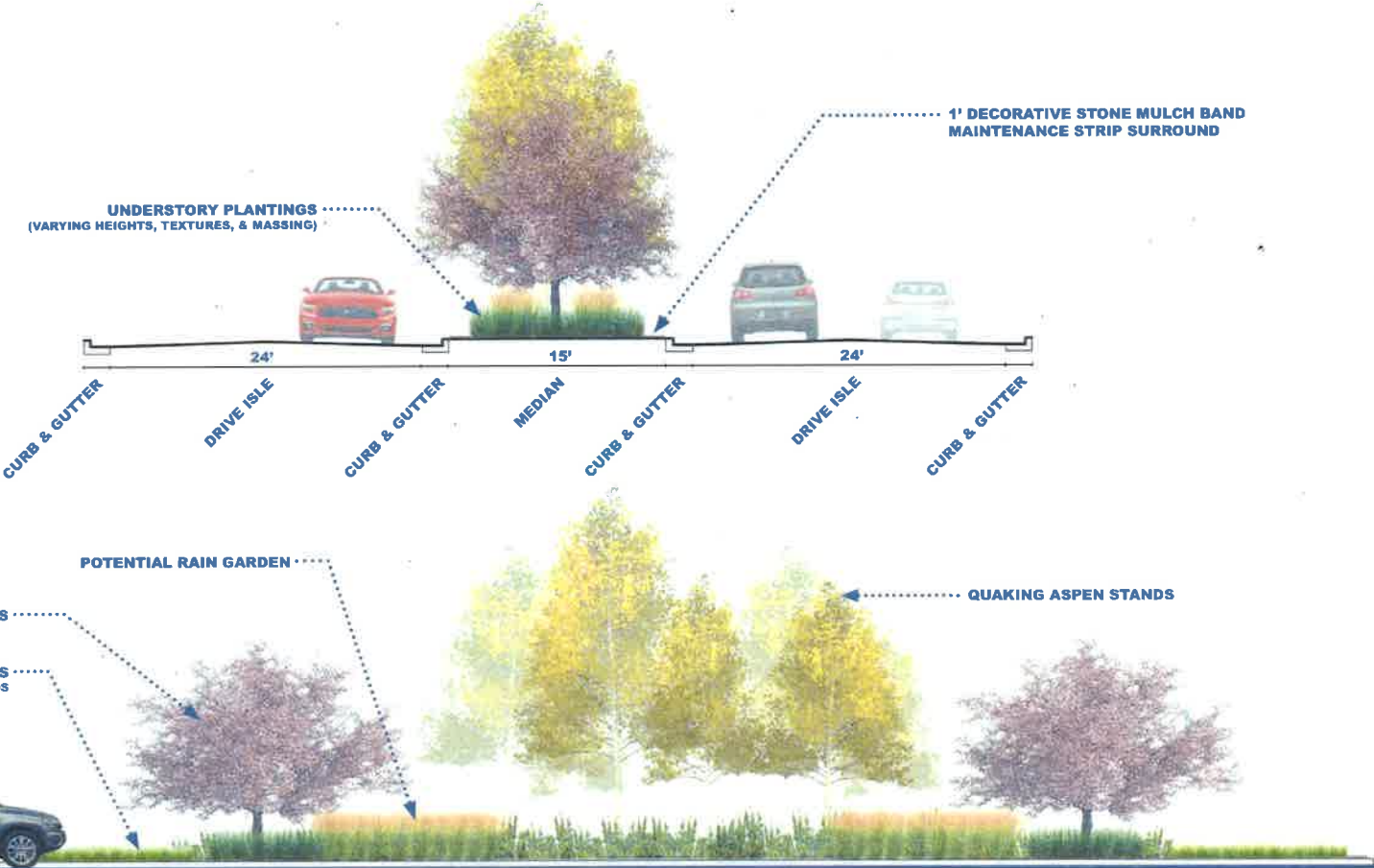
ALTERNATIVE 1: ALL-INCLUSIVE STREETSCAPE APPROACH SOUTH 10TH STREET - OAK CREEK

- 1 PRIMARY MONUMENT ELEMENT
- 2 SECONDARY MONUMENT ELEMENT
- 3 TERTIARY MONUMENT ELEMENT
- 4 ARTISTIC SCULPTURE
- 5 STONE WALL
- 6 CORTEN WALL
- 7 EXISTING OAK LEAF TRAIL
- 8 RAIN GARDEN
- 9 SCENIC OVERLOOK



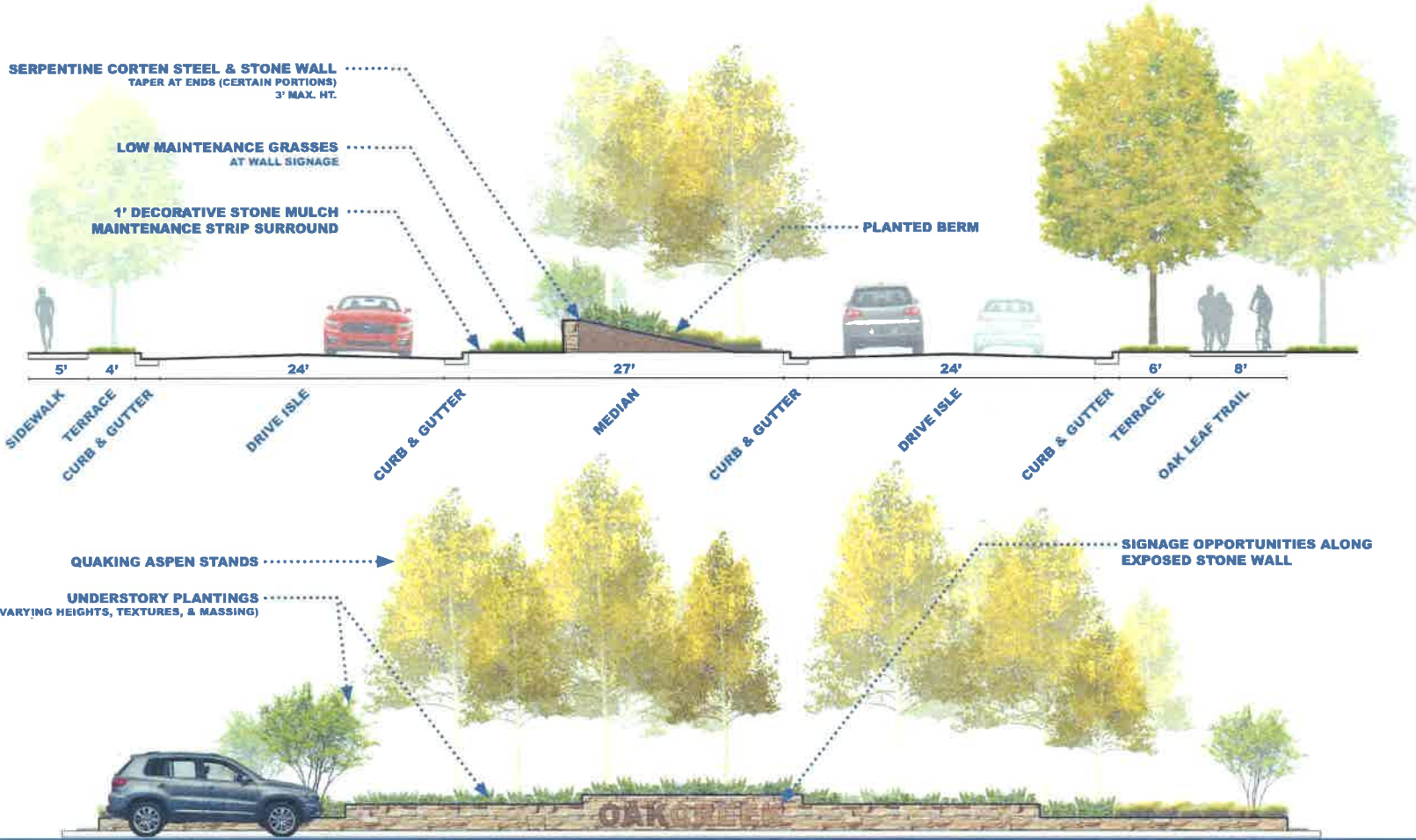
III. Schematic Design

TYPICAL SECTIONS - MEDIANS (0'-15' WIDTH)



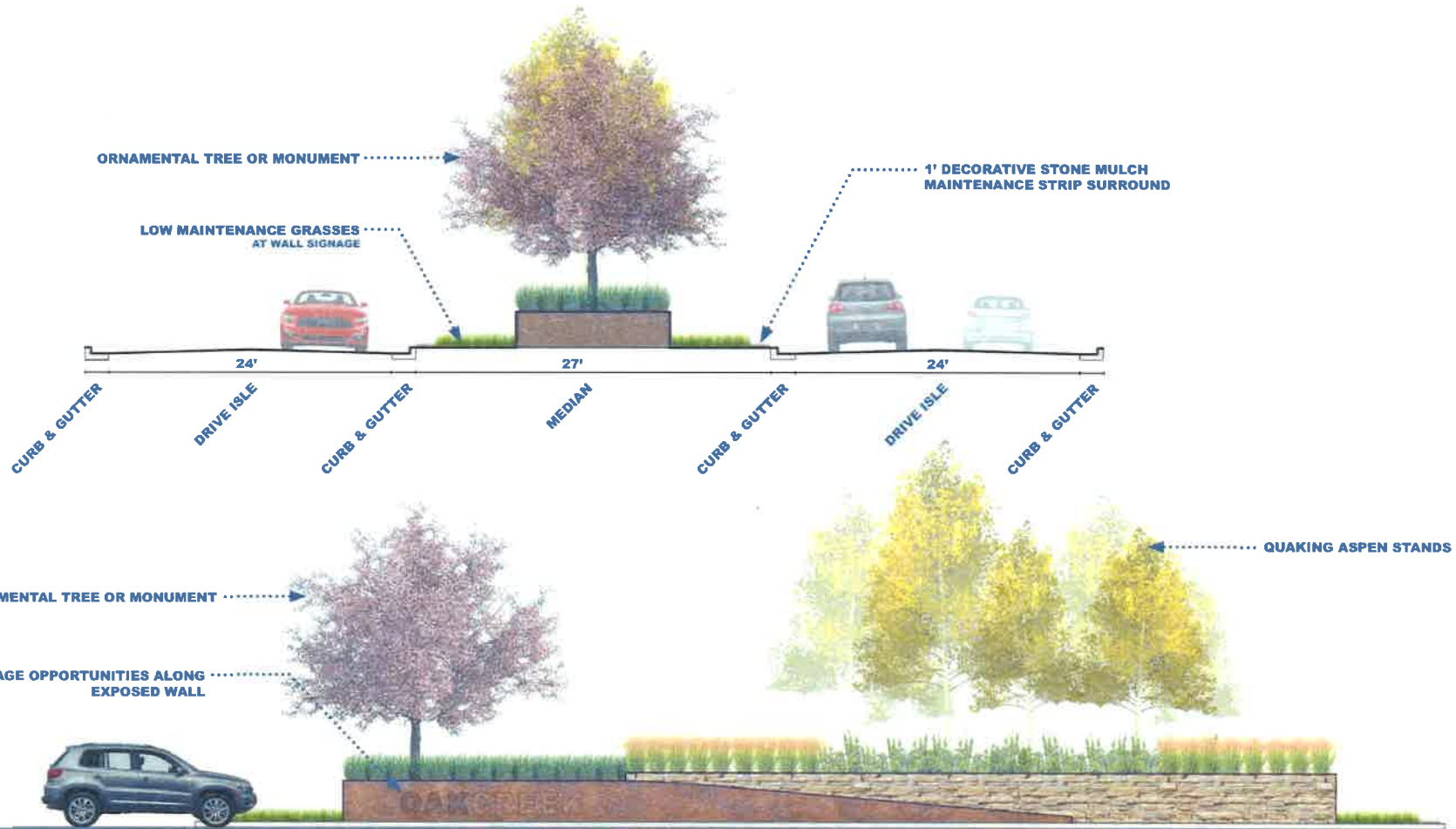
III. Schematic Design

TYPICAL SECTIONS - MEDIANS (15'-30' WIDTH)



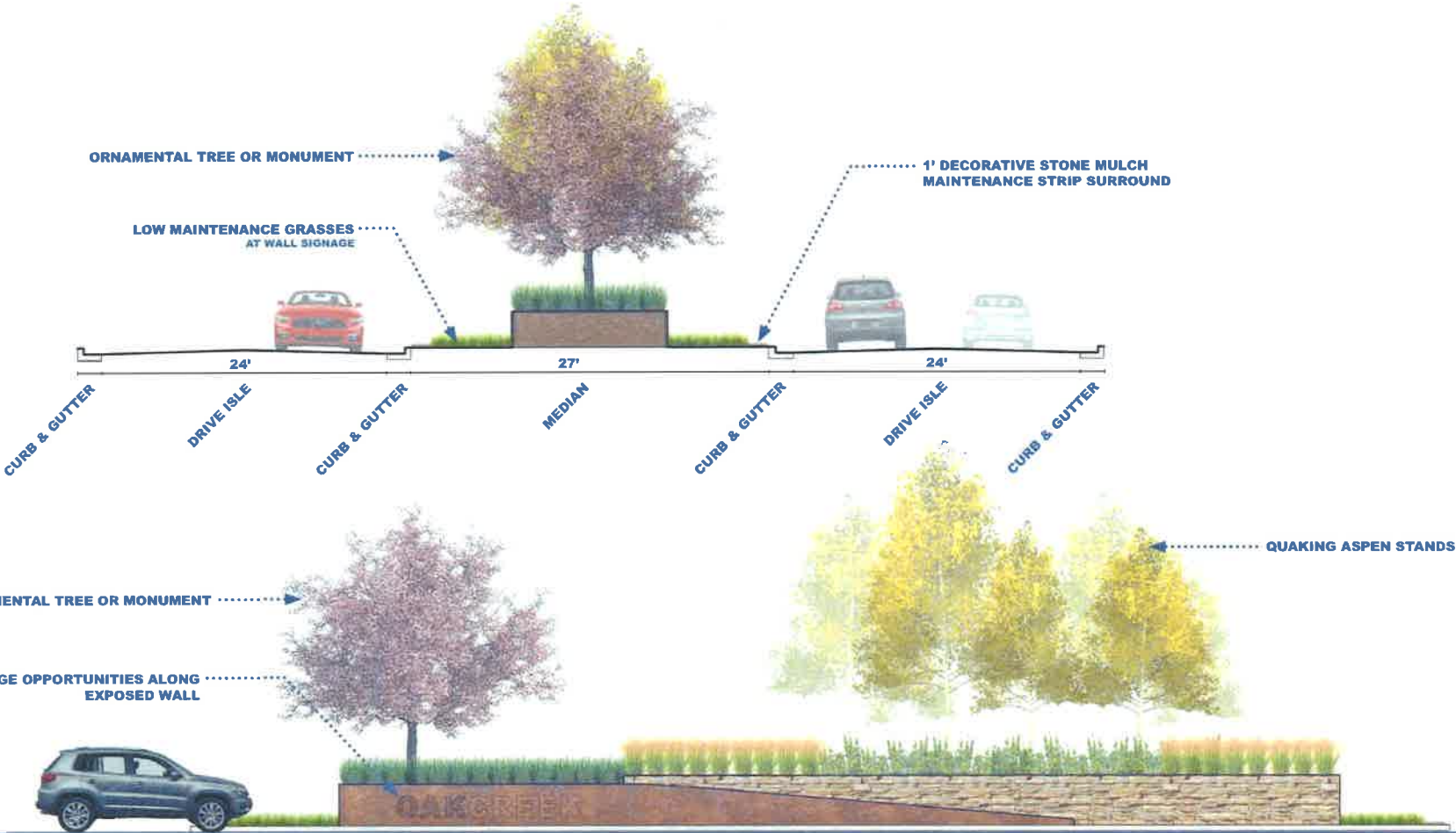
III. Schematic Design

TYPICAL SECTIONS - MEDIAN ENDS (15'-30' WIDTH)



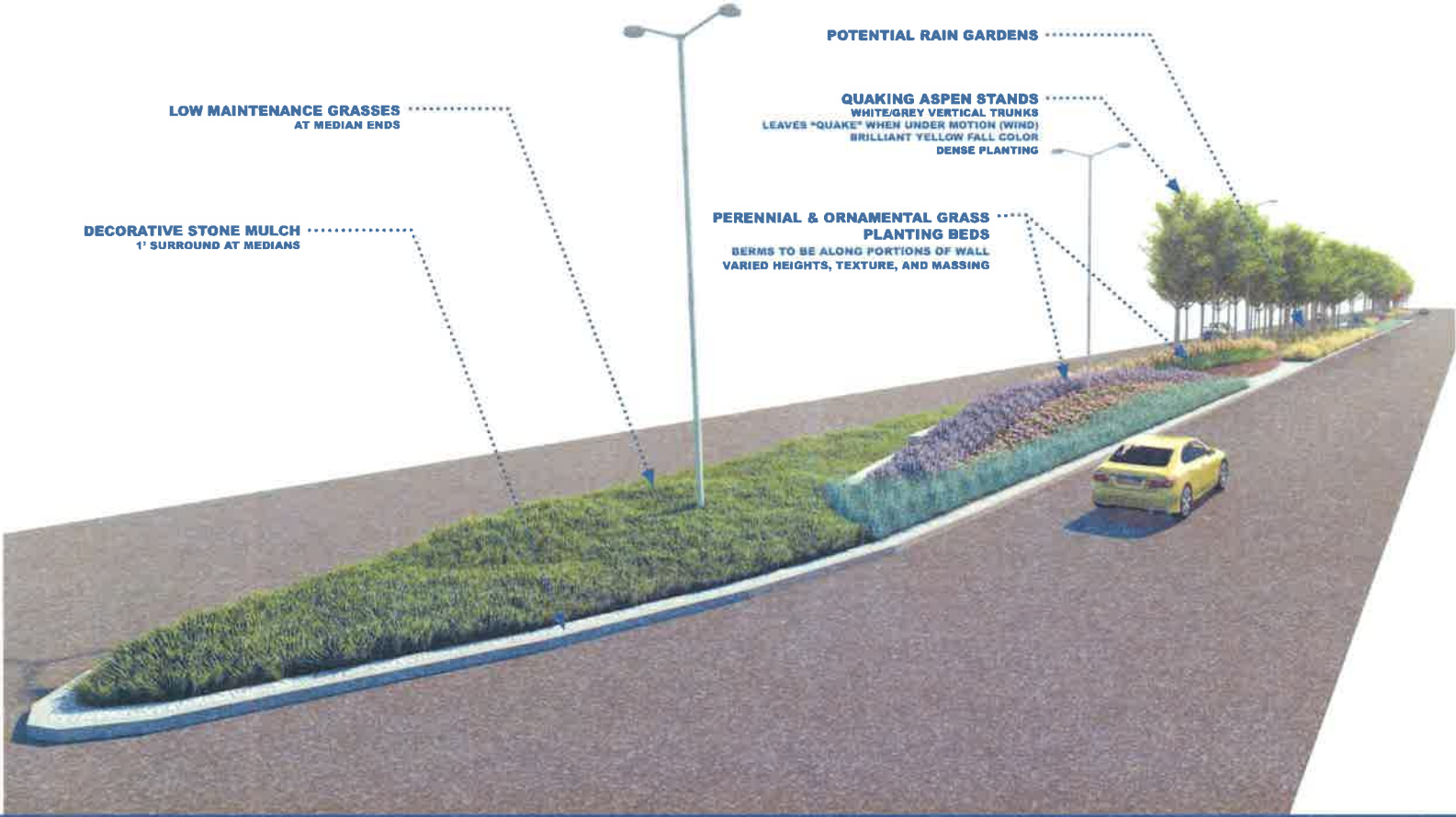
III. Schematic Design

TYPICAL SECTIONS - MEDIAN ENDS (15'-30' WIDTH)



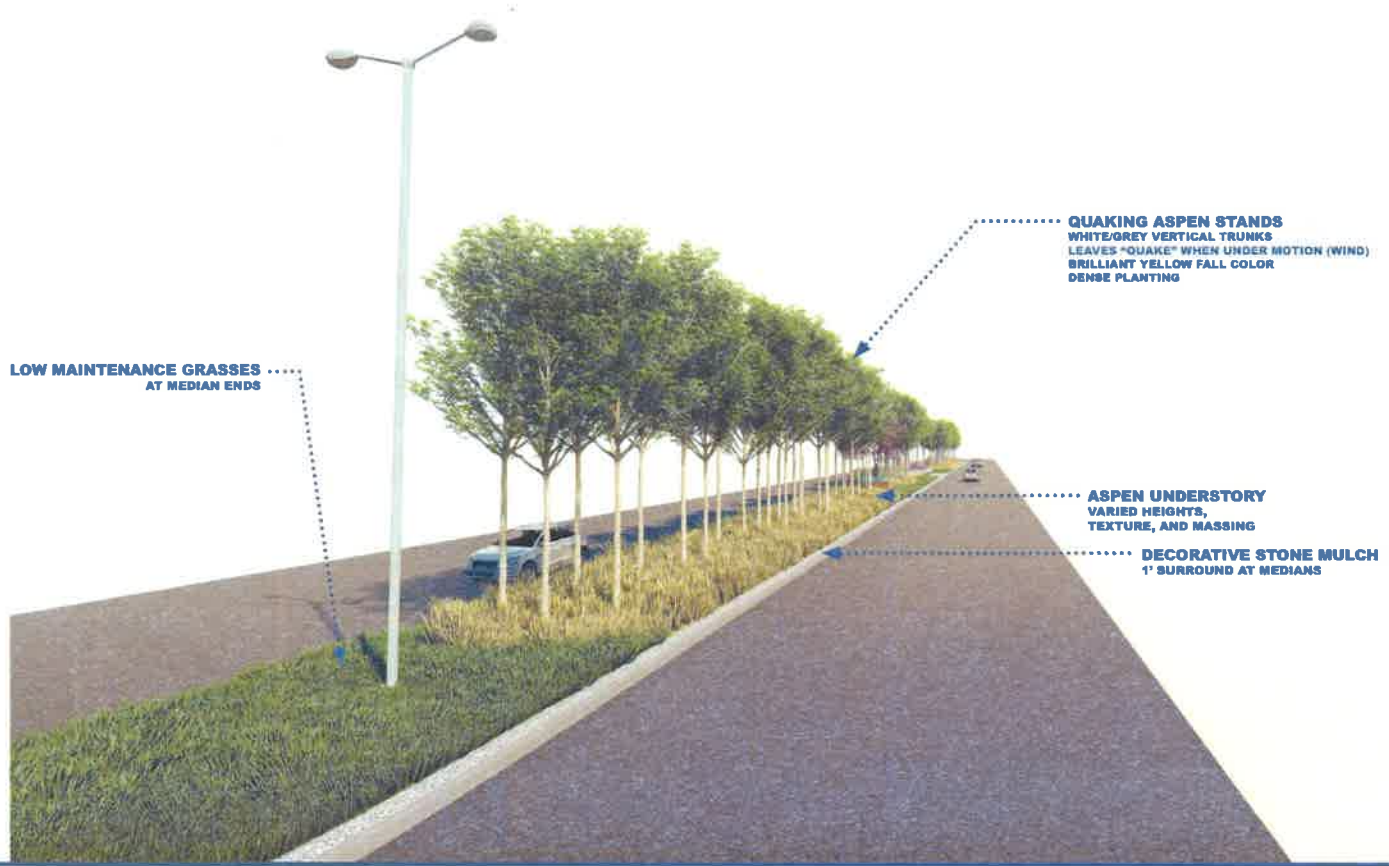
III. Schematic Design

3D VISUALIZATION - PLANT BED MASSING



III. Schematic Design

3D VISUALIZATION - TREE STANDS



QUAKING ASPEN STANDS
WHITEGREY VERTICAL TRUNKS
LEAVES "QUAKE" WHEN UNDER MOTION (WIND)
BRILLIANT YELLOW FALL COLOR
DENSE PLANTING

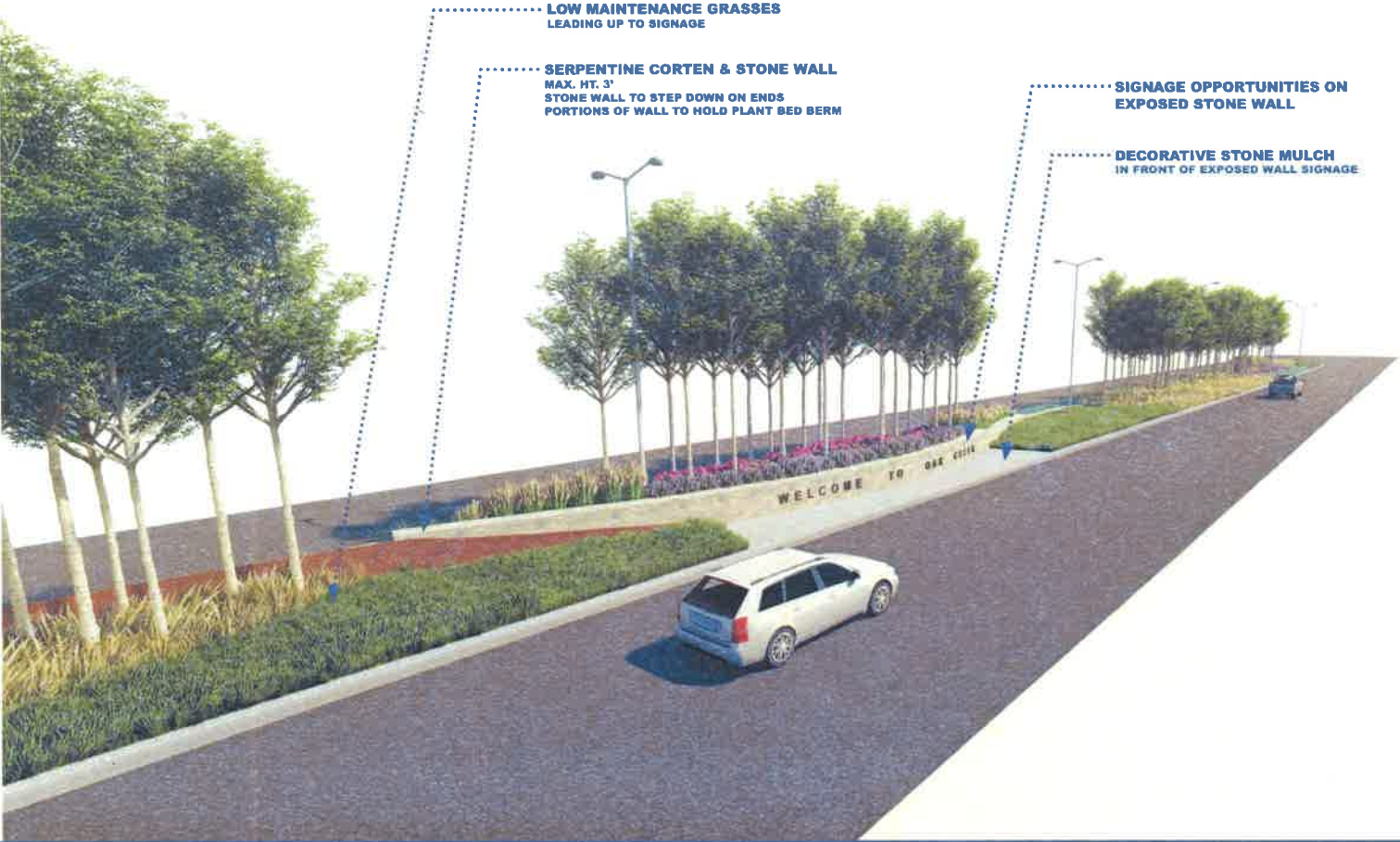
LOW MAINTENANCE GRASSES
AT MEDIAN ENDS

ASPEN UNDERSTORY
VARIED HEIGHTS,
TEXTURE, AND MASSING

DECORATIVE STONE MULCH
1' SURROUND AT MEDIANS

III. Schematic Design

3D VISUALIZATION - STONE WALL SIGNAGE



III. Schematic Design

3D VISUALIZATION - CORTEN WALL SIGNAGE



III. Schematic Design

3D VISUALIZATION - CORTEN WALL END



IV. Streetscape Elements

PRIMARY MONUMENT ELEMENTS



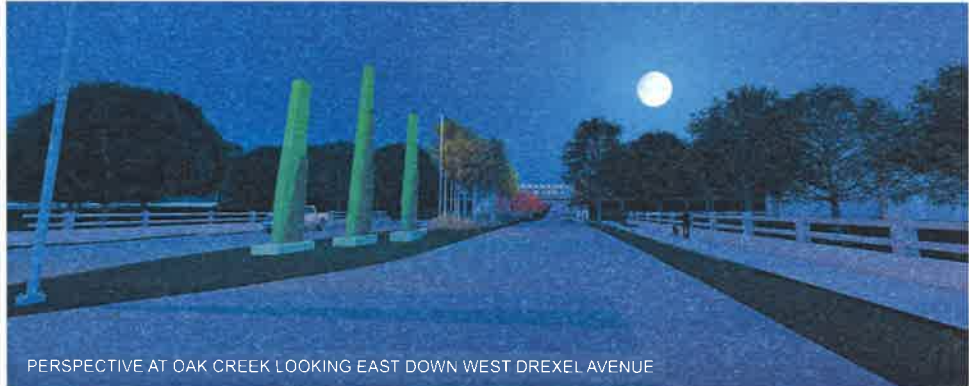
BIRDSEYE AT SOUTH 6TH STREET LOOKING WEST DOWN WEST DREXEL AVENUE



PERSPECTIVE AT OAK CREEK LOOKING EAST DOWN WEST DREXEL AVENUE



BIRDSEYE AT OAK CREEK LOOKING EAST DOWN WEST DREXEL AVENUE



PERSPECTIVE AT OAK CREEK LOOKING EAST DOWN WEST DREXEL AVENUE

COMMON COUNCIL REPORT

- Item:** S. 6th Street Bridge, P-40-0558, Three Party Design Contract
- Recommendation:** That the Common Council considers a motion to authorize the Engineering Department to enter into a Three Party Design Contract, not to exceed \$155,587, between the Wisconsin Department of Transportation, City of Oak Creek and Collins Engineers, Inc for the design services of the S. 6th Street bridge over Branch of Oak Creek. (1st District)
- Fiscal Impact:** The City will be responsible for 20% of the total design costs, which is estimated to be \$31,120. Funding was allocated in the 2023 budget under CIP #23008, with a balance of \$50,000. The remaining 80% of the total design costs will be federally funded, which is estimated to be \$124,470.
- 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 July 19, 2022, the Common Council approved Resolution No. 12349-071922 entering into a State Municipal Agreement (SMA) with WisDOT for the Replacement of the bridge located on S. 6th Street, bridge over Branch of Oak Creek. On November 1, 2022, the Common Council authorized the Engineering Department to enter into contract negotiations with Collins Engineers for the design services of the S. 6th Street. The proposed improvements will include removing and replacing the existing structure and reconstructing the roadway approaches. Now that the SMA is in place and negotiations with Collins Engineers is complete, the next step is to sign the Three Party Design Contract between the Wisconsin Department of Transportation, City of Oak Creek and Collins Engineers to begin the design of S. 6th Street bridge.

Through negotiations Engineering staff, WisDOT and Collins Engineers agreed upon a scope of services and contract amount to not exceed \$155,587 for the project design. The City will be responsible for 20% of the contract amount.

Construction is scheduled for 2024.

Options/Alternatives: The alternative is to renegotiate the scope of services and contract amount, jeopardize the project schedule and risk losing federal funding for not complying with the requirements of WisDOT's Local Bridge Program grant funding.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Approved:



Matthew J. Sullivan, PE
City Engineer

Attachments: Three Party Design Engineering Services Contract Signature Pages

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

CITY OF OAK CREEK, WI (MUNICIPALITY)

AND COLLINS ENGINEERS, INC (CONSULTANT) FOR

2235-00-04

Bridge Replacement- S. 6th Street Bridge, P-40-0558

Bridge over Branch of Oak Creek

6th Street, City of Oak Creek, Milwaukee County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY for Professional Services in the Design of P-40-0558, S. 6th Street over Branch of Oak Creek. Including bridge and roadway preliminary and final design and other SERVICES.) This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Michael Baird; PDS Local Programs; 141 NW Barstow St, Waukesha, WI 53188; michael.baird@dot.wi.gov; and 262-549-5918

The MUNICIPALITY REPRESENTATIVE is: Ashley Kiepczynski; Assistant City Engineer; 8040 South 6th Street, Oak Creek, WI 53154; akiepczynski@oakcreekwi.gov; 414-766-7083.

The CONSULTANT REPRESENTATIVE is: Steven Miller; Project Manager; 2149 Velp Avenue, Howard, WI 54303; smiller@collinsengr.com; 920-252-2418.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Southeast Region office located in Waukesha, WI and will be completed by November 1, 2023. Deliver PROJECT DOCUMENTS to 141 NW Barstow St, Waukesha, WI 53188, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

DEPARTMENT MUNICIPALITY

Actual Cost Plus Fixed Fee:

For all contract services, actual costs to the CONSULTANT up to \$ 133,379.64, plus a fixed fee of \$8,667.39, not to exceed \$142,047.03.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

Lump Sum 1st Tier Subconsultant:

For Soils and Subsurface Investigation Services subcontracted to Gestra Engineering, Inc., the CONSULTANT'S actual cost to Gestra Engineering, Inc., based on a lump sum of \$12,940.00.

For Historical and Archaeological Surveys and Studies Investigation Services subcontracted to Cultural Resources Management-UWM, the CONSULTANT'S actual cost to Cultural Resources Management-UWM, based on a lump sum of \$600.00.

Total Contract

Total contract not to exceed \$ 155,587.03.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$ 155,587.03.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 12 pages.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

For the DEPARTMENT

By: Steven J. Miller _____

By: _____

Title: Project Manager _____

Contract Manager, WisDOT

Date: January 19, 2023 _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

COMMON COUNCIL REPORT

Item: S. 6th Street Bridge (P-40-0556) Rehabilitation State Municipal Agreement

Recommendation: That the Common Council approves Resolution No. 12385-020723, a resolution approving the State Municipal Agreement for a State-let Local Bridge project, the superstructure replacement of the bridge located on S. 6th Street, bridge over Oak Creek (1st District).

Fiscal Impact: There is \$1,232,050 of Local Bridge grant funding that has been awarded to the City as the 80% federal/state contribution to the project. The City would be responsible for the remaining 20% (\$308,012).

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 September 22, 2022 the City was informed that the S. 6th Street bridge rehabilitation project will receive federal funding through the WisDOT Local Bridge Program. The proposed improvements will include removing and replacing the existing superstructure of the bridge, constructing new approach slabs and replacing the existing wingwalls & guardrails. The bridge is on WisDOT's Eligible Bridge List based on its existing condition of being structurally deficient.

The State Municipal Agreement (SMA) outlines that the project design and construction costs are funded with up to 80% federal/state funding up to a funding limit of \$1,232,050. In the SMA, the municipality agrees to provide the remaining 20%, and any funds in excess of the \$1,232,050 federal/state funding limit. The City will be responsible for 20% of the bridge design (\$34,479), 20% of the State review (\$4,597), 20% of the bridge construction (\$229,860) and 20% of the construction inspection and State review (\$34,479).

Design is anticipated to begin in 2023 and construction in 2025.

Options/Alternatives: The alternative is to not adopt the Resolution, which would result in the city passing on the \$1,232,050 grant and eventually having to fund the S. 6th Street bridge replacement project some other way.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Approved:



Matthew J. Sullivan, PE
City Engineer

Attachments: Resolution No. 12385-020723, State Municipal Agreement (SMA)

RESOLUTION NO. 12385-020723

BY: _____

**RESOLUTION APPROVING THE STATE MUNICIPAL AGREEMENT
FOR A STATE-LET LOCAL BRIDGE PROJECT, THE REHABILITATION OF
THE S. 6TH STREET BRIDGE (P-40-0556)**

(1ST ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek (City) and the State (WisDOT) are entering into a State Municipal Agreement (SMA) for cost sharing of the design and construction of S. 6th Street Bridge (P-40-0556) over Oak Creek and;

WHEREAS, the federal government has provided Local Bridge grant funding, \$1,232,050 of which has been awarded and administered through WisDOT to the City's S. 6th Street Bridge Rehabilitation Project, and;

WHEREAS, the SMA provides that WisDOT will pay 80% of the design, State review, construction and related field inspection costs, up to the maximum of \$1,232,050, and;

WHEREAS, the SMA provides that the City will pay the remaining 20% of the design, State review, road construction and inspection costs; plus, the balance of all costs above the capped \$1,232,050 State contribution.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the SMA is hereby approved and the Mayor and City Clerk are authorized to execute the same, and;

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to transmit one (1) City-signed document to WisDOT for its execution and the return of one fully-executed document back to the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February, 2023.

Passed and adopted this this 7th day of February, 2023.

Kenneth Gehl, Common Council President

Approved this 7th day of February, 2023.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL
BRIDGE PROJECT**

Program Name: Local Bridge

Sub-program #: 205

Cycle: 2023-2026

Date: January 12, 2023

I.D.: 2987-07-01/71

Road Name: 6th St

Bridge ID: P40-0556

Location: City of Oak Creek

Limits: OAK CREEK BRIDGE P40-0556

County: Milwaukee

Project Length: 100 FT

Facility Owner: City of Oak Creek

Project Sponsor: City of Oak Creek

Construction scheduled for State Fiscal Year: 2025

The signatory, City of Oak Creek, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

Complete Table A for existing and proposed improvement.

TABLE A

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Bridge		
Bridge ID	P40-0556		
Structure passes over	Oak Creek		
Clear bridge width	76 FT	76 FT	
Bridge length	34.5 FT	36 FT	
Total length of approach work		40 FT	
Number of spans	1	1	
Special safety issues			
Sidewalk	Yes	Yes	
Sidewalk along approach	Yes	Yes	
Bicycle / pedestrian improvements required		Yes	Maintain existing
Improvement type as indicated on project application		Bridge rehabilitation	Superstructure replacement
Acquisition of right-of-way		No	
Approach width and type	Asphalt 62 FT	62 FT wide, Asphalt	
Approach shoulder width and type		0 FT wide, Curb and gutter	
Bridge rail		Yes	
Beam guard		Yes	

Non-participating work, additional notes:

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Items to be 100% locally funded could include, but may not be limited to, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, haul roads, real estate acquisition.**

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

The Municipality agrees to the following 2023-2026 Local Bridge Program project funding conditions:

Project Design costs are funded with up to **80%** state/federal funding up to a funding limit of \$156,305. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$156,305 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Project Construction costs are funded with up to **80%** state/federal funding up to a funding limit of \$1,075,745. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$1,075,745 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2025**. Sunset date: **June 30, 2030**

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State’s Change Management policy prior to the Municipality incurring the increased costs.

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

TABLE B SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 2987-07-01					
Design	\$172,395	\$137,916	80%	\$34,479	20% + BAL
State Review	\$22,986	\$18,389	80%	\$4,597	20% + BAL
<i>Project total</i>	\$195,381	\$156,305		\$39,076	
ID 2987-07-71					
Participating Construction	\$1,149,300	\$919,440	80%	\$229,860	20% + BAL
Construction Engineering	\$172,395	\$137,916	80%	\$34,479	20% + BAL
Non-Participating Construction	\$0		0%	\$0	100%
State Review	\$22,986	\$18,389	80%	\$4,597	20% + BAL
<i>Project total</i>	\$1,344,681	\$1,075,745		\$268,936	
Total Est. Cost Distribution	\$1,540,062	\$1,232,050		\$308,012	

*Design ID 2987-07-01 federal/state funding is limited to \$156,305

*Construction ID 2987-07-71 federal/state funding is limited to \$1,075,745

This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Oak Creek (please sign in blue ink.)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink.)	
Name (print): Tony Barth	Title: SE Region Chief
Signature	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
 - i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards).

- j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2023-2026 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
- 5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the 2023–2026 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.

- e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.
8. This is a sub-program 205 rehabilitation project, complete all work identified in the approved rehabilitation report.
 9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards).
 10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
 11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
 12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
 13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
 14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
 15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2023-2026 Local Bridge Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
 16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
 17. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2023-2026 Local Bridge Program project funding conditions:
 - a. ID 2987-07-01 Design is funded with 80% state/federal funding up to a funding limit of \$156,305, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the

\$156,305 state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with state/federal funding and 20% by the Municipality.

- b. Real estate acquisition is 100% the responsibility of the Municipality.
- c. ID **2987-07-71**: Construction
 - i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of \$1,075,745, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$1,075,745 state/federal funding limit.
 - ii. non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]

COMMON COUNCIL REPORT

Item:	Resolution of Support - Sidewalks on Milwaukee County's W. Rawson Avenue Project
Recommendation:	That the Common Council approves Resolution No. 12386-020723 in support of the addition of City sidewalk on Milwaukee County's proposed W. Rawson Avenue (CTH BB) reconstruction project. (1 st Aldermanic District).
Fiscal Impact:	None at this time. There will be the standard on-going costs that go along with owning and maintaining city sidewalks.
Critical Success Factor(s):	<input type="checkbox"/> Vibrant and Diverse Cultural Opportunities <input type="checkbox"/> Thoughtful Development and Prosperous Economy <input type="checkbox"/> Safe, Welcoming, and Engaged Community <input type="checkbox"/> Inspired, Aligned, and Proactive City Leadership <input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Quality Infrastructure, Amenities, and Services <input type="checkbox"/> Not Applicable

Background: Milwaukee County is preparing to reconstruct a deteriorated segment of W. Rawson Avenue (CTH BB) from S. 13th Street (CTH V) to S. Howell Avenue (STH 38) in 2025. The project will reconstruct this section of road, including improvements to left turn lanes at median openings, addition of on-street bicycle accommodations and addition of public sidewalk to both sides of W. Rawson Avenue.

Milwaukee County has requested that the City pass a resolution in support of the addition of City sidewalk along the north and south side of W. Rawson Avenue, affirming that Oak Creek will own and maintain the new sidewalk and adjacent terrace area.

The Engineering staff has been working with Milwaukee County for the past several months as their design has progressed. The County indicates that it is their policy now to require local governments to confirm via resolution the commitment of the municipality to own and maintain the sidewalks as they are added along with their County highway improvement projects.

City maintenance of the sidewalk would involve standard repair of cracks and other trip hazards. Maintenance related to snow and ice removal would consist of City enforcement of Municipal Code Section 6.24 requiring the adjacent property owners to clear the sidewalks along their property frontages.

Options/Alternatives: The alternative is to not pass the resolution, with the potential that action could negatively affect Milwaukee County's intentions to proceed with the project.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Approved:



Matthew J. Sullivan, PE
City Engineer

Attachments: Resolution No. 12386-020723

RESOLUTION NO. 12386-020723

BY:___

**RESOLUTION IN SUPPORT OF THE ADDITION OF CITY SIDEWALK
ON MILWAUKEE COUNTY'S PROPOSED RECONSTRUCTION OF
W. RAWSON AVENUE (CTH BB) FROM S. 13th STREET TO S. HOWELL AVENUE**

(1st ALDERMANIC DISTRICT)

WHEREAS, Milwaukee County is planning to reconstruct W. Rawson Avenue (CTH BB) from S. 13th Street (CTH V) to S. Howell Avenue (STH 38); and,

WHEREAS, Construction is scheduled for 2025; and,

WHEREAS, the City of Oak Creek supports that the reconstruction project will include public sidewalk on the north and south side of W. Rawson Avenue (CTH BB); and,

NOW, THEREFORE, BE IT RESOLVED that the City of Oak Creek agrees that future maintenance and ownership of sidewalk and standard maintenance of the adjoining terrace area shall be in accordance with Municipal Code.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of February, 2023.

Passed and adopted this 7th day of February, 2023.

President, Common Council

Approved this 7th day of February, 2023.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____



COMMON COUNCIL REPORT

Item: Underground Electric Easement

Recommendation: That the Common Council adopts Resolution No. 12387-020723, a resolution granting a We Energies 15' x 20.1' permanent underground electric easement at 2026 E. Ryan Road (Tax Key No. 872-9985-000) (4th 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

Background: The easement area is described as a strip of land 15 feet in width being a part of the property described in the Warranty Deed, as recorded in the office of the Register of Deeds as Document No. 8275295. The proposed easement centerline is located near the southern portion, approximately 68 feet from the existing centerline of E. Ryan Road, and is 20.1 feet in length. The requested easement line is part of We Energies upcoming electric system improvement project in the City of Oak Creek. Part of the project involves installing new underground electric cable out of the existing We Energies sub-station, at 1930 E. Ryan Road (immediately west of 2026 E. Ryan Road). The cable will come out of the substation and head east, along E. Ryan Road on the north side of the drainage ditch, to provide a new electric feeder to the surrounding area.

Options/Alternatives: If the easement is not granted the electrical service from the substation to the surrounding area will be impacted.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared by:

Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Approved by:

Matthew J. Sullivan, PE
City Engineer

RESOLUTION NO. 12387-020723

BY: _____

RESOLUTION GRANTING TO WE ENERGIES A 15' X 20.1' PERMANENT UNDERGROUND ELECTRIC EASEMENT AT 2026 E. RYAN ROAD

(TAX KEY NO. 872-9985-000)

(4TH ALDERMANIC DISTRICT)

WHEREAS, WE Energies requires a 15' x 20.1' permanent underground electric easement to install a new underground electrical cable coming out of the existing We Energies sub-station, at 1930 E. Ryan Road, and;

WHEREAS, the proposed permanent underground electric easement would be located across the City property at 2026 E. Ryan Road, and;

WHEREAS, the WE Energies buried line would provide a new electric feeder to the surrounding area and WE Energies requires all of its underground electrical cable to be located within permanent easements;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the 15' x 20.1' permanent underground electric easement at 2026 E. Ryan Road be granted and the Mayor and City Clerk are hereby authorized to execute the same.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to transmit the executed easement to WE Energies for their recording of the document 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 7th day of February, 2023.

Passed and adopted this 7th day of February, 2023.

President, Common Council

Approved this 7th day of February, 2023.

Mayor

ATTEST:

City Clerk

VOTE: _____ Noes _____

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4774375** IO NO. **52988**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF OAK CREEK**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land fifteen (15) feet in width being a part of the Grantor's premises, more particularly described in that certain **Warranty Deed**, as recorded in the office of the Register of Deeds for Milwaukee County on May 6th, 2002, as **Document No. 8275295**; also being a part of the **Southwest ¼ of Section 22, Township 5 North, Range 22 East**, City of Oak Creek, Milwaukee County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

872-9985-000
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

Grantor:

CITY OF OAK CREEK

By _____

DANIEL BUKIEWICZ, MAYOR

By _____

CATHERINE A. ROESKE, CITY CLERK

Personally came before me in Milwaukee County, Wisconsin on _____, 2023,
the above named DANIEL BUKIEWICZ, the MAYOR, and CATHERINE A. ROESKE, the CITY CLERK,
of the CITY OF OAK CREEK, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____, 2023.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

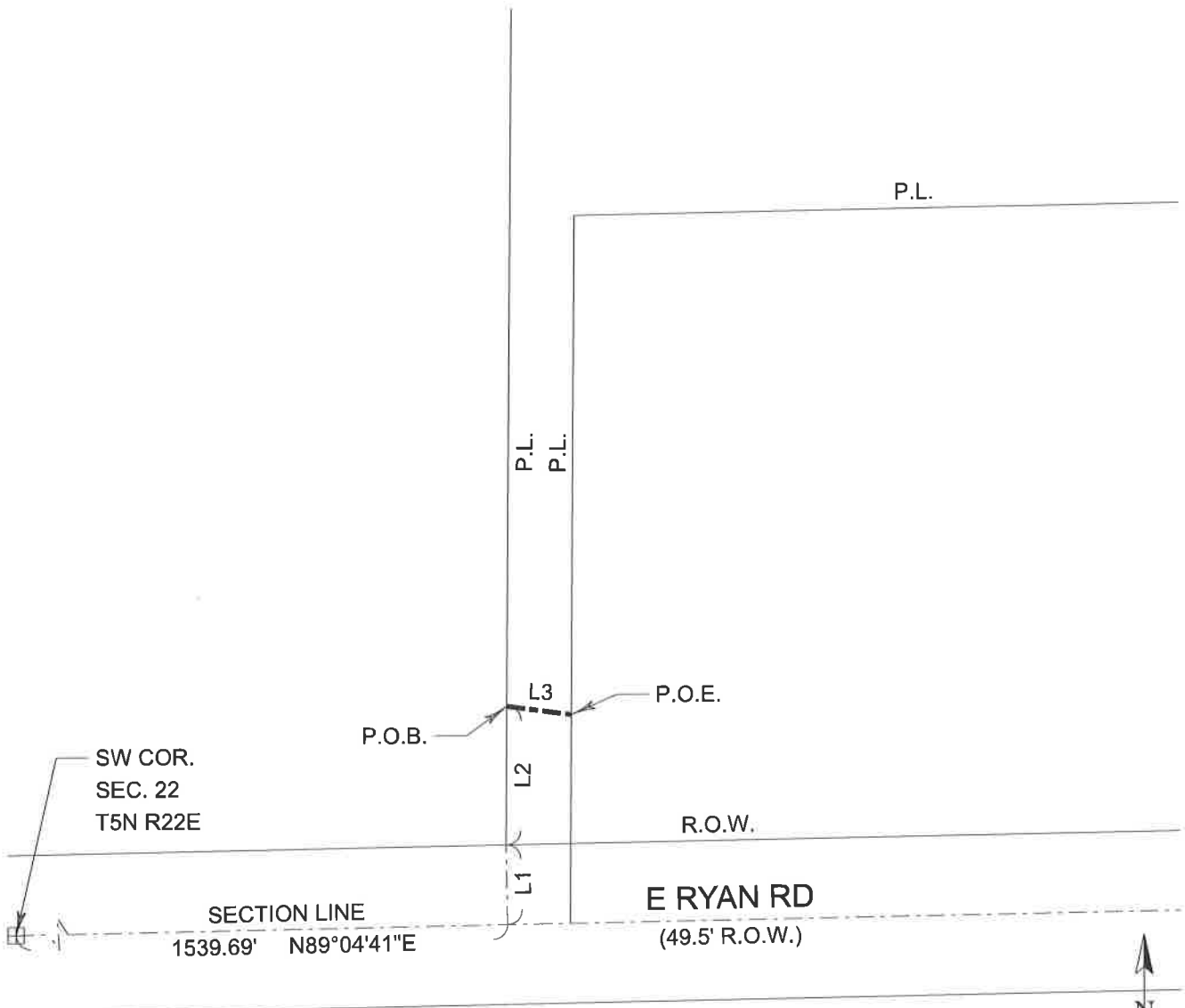
My commission expires _____

This instrument was drafted by Paul Mallas on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

KEY

 CENTERLINE OF A 15 FOOT
 WIDE EASEMENT AREA

LINE	LENGTH	BEARING
L1	24.75'	N00°55'19"W
L2	43.00'	N00°30'06"E
L3	20.10'	S82°20'04"E



BEARINGS REFERENCED TO
 WISCONSIN STATE PLANE COORDINATE SYSTEM,
 SOUTH ZONE (NAD 27)

SCALE, FEET 0 25 50



7711 N. Port Washington Road
 Milwaukee, Wisconsin 53217
 Kapurinc.com

EXHIBIT "A"



PART OF THE SE ¼ OF THE SW ¼ OF
 SEC. 22, T5N, R22E, CITY OF OAK CREEK,
 MILWAUKEE COUNTY, WISCONSIN

WR NUMBER: 4774375

DATE: 01/16/2023

DRAWN BY: CWW

SCALE: 1" = 50'

PAGE 1 of 1



COMMON COUNCIL REPORT

- Item:** License Committee Report
- Recommendation:** That the Common Council grant the various license requests as listed on the 2/7/2023 License Committee Report.
- Fiscal Impact:** License fees in the amount of \$2,920.00 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):
 - * Stephanie L. Nowatzki (Pick’ n Save)
 - * Zoraida Galarza (Pick ‘n Save)
 - * Colt C. Smolen (Kwik Trip)
 - * Shanda M. Caveney (Oak Creek Community Center)
 - * Lindsay R. Harrison (Kwik Trip)
 - * Steven P. Wilding (Oak Creek Community Center)
 - * Eduardo A. Jimenez (Kwik Trip)
 - * Elijah J. Shawlin (Kwik Trip)
 - * Takiah L. Terrell (Buffalo Wild Wings)
 - * Lauren J. Mayotte (Kwik Trip)
 - * Andrea N. Torres (Kwik Trip)
 - * Donnie L. Torres (Homewood Suites by Hilton)
 - * Hani W. Alramahi (South Shore Cinema)
 - * Addison T. Meyer (Kwik Trip)
 - * Joseph R. Stewart (Kwik Trip)

2. Grant a 2023 Transient Merchant company license to Mad City Windows Home Improvement Inc., 17044 W. Victor Rd., New Berlin, WI, and to the following solicitors (favorable background reports received):
 - * David Sanchez
 - * Coty Kellner
 - * Isaiah Jasso
 - * Michael Richards
 - * Ruben Galvez
 - * Ryan Trafelet
 - * Xavier Rosa

3. Grant a 2023 Temporary Class “B” beer license to Robert Kacalo, Agent, St. Stephen’s Catholic Church, 1441 W. Oakwood Rd., for their Lenten Fish Fry’s schedule for February 24, March 3, 10, 17, 24 and 31, and April 7, 2023.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller CMC/WCMC
Deputy City Clerk

Fiscal Review:

Maxwell Gagin

Maxwell Gagin, MPA

Assistant City Administrator / Comptroller

Attachments: none



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the February 1, 2023 Vendor Summary Report in the total of \$1,093,061.25.

Fiscal Impact: Total claims paid of \$1,093,061.25. Of this grand total paid, \$450,793.62 will affect fiscal year 2022. The remaining amount of \$642,267.63 will affect fiscal year 2023.

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. \$7,857.00 to ACP Creativit LLC (pg #7) for e-mail archiver support.
2. \$14,295.00 to Best Technology Systems, Inc. (pg #1) for range cleaning and disposal of hazardous waste.
3. \$67,964.60 to Bestco UA (pg #9) for February retiree insurance.
4. \$6,500.00 to CDW Government, Inc. (pg #9) for firewall support.
5. \$22,763.96 to Oak Creek Police Department (pgs #19 & 20) for DEA asset forfeiture reimbursement.
6. \$6,901.94 to David & Teal Restum (pg #10) for tax payment reimbursement.
7. \$6,431.53 to E. H. Wolf & Sons, Inc. (pg #11) for fuel inventory.
8. \$103,502.88 to GFL Environmental (pg #13) for January trash and recycling.
9. \$14,116.08 to Graef (pg #2) for Puetz/Liberty Intersection improvements. Project #22006.
10. \$7,800.00 to Grunau Company (pg #13) for police department lobby pipe repair.
11. \$6,695.00 to Haskin & Karls (pg #2) for legal research relating to Lake Vista project.
12. \$60,250.00 to Interstate Pump & Tank (pg #15) for fuel island and diesel tank replacement. Project #22021.
13. \$64,980.00 to J. H. Hassinger (pg #15) for fire station #3 dorm remodel. Project #22009.
14. \$5,688.00 to Jotform Inc. (pg #16) annual subscription.
15. \$8,800.00 to JSD Professional Services, Inc (pg #3) for Biergarten in Abendschein Park. Project #22008.

-
16. \$13,012.05 to Kansas City Life Insurance Co. (pg #16) for February disability insurance.
 17. \$7,366.80 to Miller-Bradford & Risberg, Inc. (pg #18) for vehicle repair.
 18. \$21,808.22 to Oak Creek Water & Sewer Utility (pgs #3 & 4) for inspection costs for projects: Oak Creek Condominium Phase 2, USPS, and Lakeshore Commons.
 19. \$20,697.15 to Payne & Dolan, Inc. (pg #4) for Apple Creek subdivision road improvement. Project #22002.
 20. \$10,049.51 to Ramboll US Consulting Inc. (pg #4) for professional services related to Lakeshore Commons and Peter Cooper.
 21. \$319,883.00 to Schranz Roofing, Inc. (pg #4) for Civic Center clock tower & roof flashing repair, Project #22016.
 22. \$6,560.22 to Securian Financial Group, Inc. (pgs #21 & 22) for February employee life insurance.
 23. \$28,928.14 Sherwin Industries, Inc. (pg #22) for Mastic One and Roadsaver 221.
 24. \$15,993.00 to Visionary Light Shows, LLC (pg #5) for Drexel Town Square holiday light show.
 25. \$91,242.77 to WE Energies (pgs #24 & 25) for street lighting, electricity & natural gas.
 26. \$5,983.00 to WI Dept. of Safety & Professional (pg #5) for 2022 agent plan reviews.
 27. \$31,667.54 to Wolter, Inc. (pg #26) for new forklift. Project #23024.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments: 02/01/2023 Invoice GL Distribution Report