



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

## COMMON COUNCIL MEETING AGENDA

**FEBRUARY 20, 2023**

**7:00 P.M.**

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

### The City's Vision

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance.
3. Approval of Minutes: 2/7/2023

### New Business

4. **Presentation:** Lakefront - North Bluff Park Consensus Plan.
5. **Motion:** Consider a *motion* to approve a Memorandum of Understanding (MOU) between the City of Oak Creek and the International Association of Firefighters (IAFF) – Local 1848 regarding Articles 18B and 32B(1) of the Labor Agreement (by Committee of the Whole).

### POLICE

6. **Resolution:** Consider *Resolution* No. 12388-022023, approving the Flock Group, Inc. (Flock) Services Agreement (order form) and Flock Government Agency Agreement (by Committee of the Whole).

### ENGINEERING

7. **Motion:** Consider a *motion* to authorize the Engineering Department to enter into contract negotiations with Benesch for the design services of the S. 6<sup>th</sup> Street bridge over Oak Creek (1<sup>st</sup> District).
8. **Motion:** Consider a *motion* to proceed with design of a roundabout at the intersection of W. Puetz Rd., S. Liberty Ln., and S. Wood Creek Dr., as recommended by the Board of Public Works and Capital Assets (2<sup>nd</sup> & 6<sup>th</sup> Districts).
9. **Motion:** Consider a *motion* to authorize the Engineering Department to enter into a contract for professional services not to exceed \$89,580, between the City of Oak Creek and GRAEF for the design of a roundabout at the intersection of W. Puetz Rd., S. Liberty Ln., and S. Wood Creek Dr. (2<sup>nd</sup> & 6<sup>th</sup> Districts).

Visit our website at [www.oakcreekwi.org](http://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>.

## **LICENSE COMMITTEE**

10. **Motion:** Consider a *motion* to approve the various license requests as listed on the 2/20/23 License Committee Report (by Committee of the Whole).

## **VENDOR SUMMARY**

11. **Motion:** Consider a *motion* to approve the February 15, 2023 Vendor Summary Report in the amount of \$1,112,287.43. (Of this total, \$431,783.13 will affect the 2022 fiscal year, with the remaining \$680,504.30 affecting 2023.) (by Committee of the Whole).

## **MISCELLANEOUS**

12. **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 and employment contract for the City Administrator.
  - (b) Section 19.85(1)(e) to consider an Amendment to TID No. 11 Finance Development 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).
  - (c) Section 19.85(1)(e) to consider an Amendment to Tax Incremental District No. 13 Finance Development Agreement with F Street OCLV, LLC, a Tax Incremental District No. 13 Finance Development Agreement with F Street OCLV NT, LLC and a Tax Incremental District No. 13 Finance Development Agreement with OCLV MF 2, LLC (Lakeshore Commons).
13. **Motion:** Consider a *motion* to reconvene into open session.
14. **Motion:** Consider a *motion* to take action, if required.
15. **Resolution:** Consider *Resolution* No. 12384-011723, a Resolution approving the Amendment to Tax Incremental District No. 11 Finance Development Agreement with Emerald Row LLC and Emerald Row Holdings Inc. (Emerald Row – Phase I), the Second Amendment to Tax Incremental District No. 11 Finance Development Agreement and Phase III Agreement with Emerald Row II LLC, Emerald Row Holdings Inc., Emerald Row III LLC and Barrett/Lo Visionary Development LLC (Emerald Row Phase II/III), and the Tax Incremental District No. 11 Finance Development Agreement with Emerald Row III LLC (Emerald Row Phase III – Parcels A & C) and the City of Oak Creek (held 1/17/23, 2/7/23) (2<sup>nd</sup> District).
16. **Resolution:** Consider *Resolution* No. 12391-022023, approving the Amendment to Tax Incremental District No. 13 Finance Development Agreement with F Street OCLV LLC, the Tax Incremental District No. 13 Finance Development Agreement with F Street OCLV NT, LLC (Townhomes Parcel) and Tax Incremental District No. 13 Finance Development Agreement with OCLV MF 2, LLC (As Parcel) (Lakeshore Commons) (4<sup>th</sup> 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. 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.

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



## COMMON COUNCIL REPORT

**Item:** Memorandum of Understanding (MOU) between the City of Oak Creek and the International Association of Firefighters (IAFF) – Local 1848 regarding Articles 18B and 32B(1) of the Labor Agreement.

**Recommendation:** The Personnel & Finance Committee recommends the Common Council approve a Memorandum of Understanding (MOU) between the City of Oak Creek and the International Association of Firefighters (IAFF) – Local 1848 regarding Articles 18B and 32B(1) of the Labor Agreement.

**Fiscal Impact:** Approval of the MOU will result in no fiscal impact to the City.

- 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 December 14, 2022, International Association of Firefighters (IAFF) – Local 1848 President Jerry Biggart reached out to City Administration inquiring about adjusting Article 18B (Holidays) to allow for holiday pay outs to be spread over multiple regular payroll checks as the current practice results in more federal and state tax withholding when combined on a single regular payroll check.

Article 18B (Holidays) states that employees, “must be paid out three (3) of the ten (10) holidays in a calendar year based on a twenty-four (24) hour period per holiday. Such payment will be made in two payments as follows: one check for the three (3) holidays required to be bought back will be paid within forty-five (45) calendar days of the New Year; any additional days voluntarily requested to be bought back will be paid in one check payable on or before December 1 of each year.” Historically, the City has paid out the three (3) holidays on the second regular payroll check of January and up to seven (7) holidays on the second regular payroll check of November.

IAFF – Local 1848 has proposed to spread the mandatory pay out of the three (3) holidays on three (3) consecutive pay periods within the first four (4) pay periods of the calendar year. Additionally, IAFF – Local 1848 has proposed that the up to seven (7) holidays that may be voluntarily paid out on one check on or before December 1 of each year instead be paid out on any regular payroll check prior to the 25th pay period of the calendar year. This adjustment would shift responsibility for managing holiday hours from the City to the employee and in return the employee receives flexibility on when those hours are paid out in the calendar year.

City Administration met with Fire Administration and Human Resources to review IAFF – Local 1848’s proposal to see if their MOU was agreeable for both parties. Fire Administration was generally in agreement with the terms of the MOU but noted that spreading the mandatory pay out of the three (3) holidays on

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three (3) consecutive pay periods may slightly increase their administrative burden to schedule the payments in the Fire Department's staffing software. As a compromise, Fire Department Administration asked if we could propose an adjustment to Article 32B(1) (Additional Compensation) regarding how Monitor pay is processed to streamline that business practice to compensate for the additional workload. City Administration agreed with the Fire Department's recommendation.

The City proposed to IAFF – Local 1848 an adjustment to Article 32B(1) (Additional Compensation) to require their Monitor pay of \$25 to be paid through the employee's regular payroll check. This adjustment would significantly reduce the administrative burden of processing Monitor pay by eliminating the posting of the sheet to be initialed by employees as well as the reconciliation as to whether Monitor payments are to be processed through accounts payable or payroll. Additionally, including Monitor pay on an employee's regular payroll check ensures the City is compliant with Internal Revenue Service (IRS) regulations on the taxability of additional compensation such as Monitor pay. Ultimately, IAFF – Local 1848 agreed to the City's proposed adjustment to Article 32B(1) (Additional Compensation) in order to proceed with a MOU that could be supported by both parties.

On February 8, 2023, the Personnel & Finance Committee met to review the proposed MOU and unanimously recommended the Common Council approve the MOU as drafted.

**Options/Alternatives:** The Common Council could choose to not approve the MOU and we would continue processing holiday and monitor pay per the terms of the current Labor Agreement.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Reviewed:



Toni Vanderboom,  
Human Resources Manager

Prepared and Fiscal Review:



Maxwell Gaggin, MPA  
Assistant City Administrator / Comptroller

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Attachments:

- MOU on Articles 18B and 32B(1) of the IAFF - Local 1848 Labor Agreement.
- Excerpt of Articles 18B and 32B(1) from the IAFF - Local 1848 2021-2024 Labor Agreement.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF OAK CREEK**  
**AND THE**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS – LOCAL 1848**

Pursuant to an agreement reached between the City of Oak Creek (“City”) and the International Association of Firefighters – Local 1848 (“Union”), the following agreement applies to the application of Article 18B and Article 32B(1) of the Labor Agreement:

- A. The parties acknowledge and agree that the three (3) mandatorily paid-out holidays will be paid by crediting one (1) twenty-four-hour (24) holiday on the employee’s regular payroll check for three (3) consecutive pay periods. The mandatory holiday “payout” will conclude by the end of the fourth pay period of the calendar year.
- B. The parties further acknowledge and agree that up to seven (7) additional holidays can be elected, by the employee, to be paid out as wages versus being utilized as earned off-time. If the employee elects to “sell back” holiday hours, the City will allow the employee to place holiday(s) on any pay period prior to the 25<sup>th</sup> pay period of the calendar year.

All holidays must be entered into the City’s staffing software to be converted to pay by the 25<sup>th</sup> pay period of the calendar year or scheduled as time-off by the last calendar day of the year.

- C. The parties further acknowledge and agree that each employee is responsible for the management of their holiday hours and to comply with all other Holiday Articles of the Labor Agreement, and the existing Fire Department Holiday policy. Employees are expected to utilize the City’s staffing software to schedule their holiday hours and holiday hour “sellbacks”.
- D. The parties further acknowledge and agree to end the practice of receiving a separate Monitor check annually, and to receive the Monitor compensation as income on the employee’s regular payroll check.

This Memorandum of Understanding is entered into on a voluntary basis and shall not prejudice either party’s interpretation of any other language of the initial Labor Agreement between the Union and the City. The language above shall be added to the subsequent Labor Agreement upon expiration of the current Labor Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding on this \_\_\_\_th Day of February, 2023.

\_\_\_\_\_  
Jerry Biggart, President  
Oak Creek Professional Fire Fighters

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the City

\_\_\_\_\_  
Date

//END//

# Oak Creek Fire Labor Contract 2021 - 2024

D. A vacation pick may be up to but not exceeding three (3) consecutive weeks.

E. Employee will not be forced to take scheduled vacation if on sick or injury leave and is in hospital or under doctor's care.

F. Scheduled vacations can only be moved with permission of the shift officer.

G. Vacation Payout on Termination: The calculation of vacation due for terminations, death or retirements will be based on completed months of service.

H. Employees affected by attending paramedic school that are unable to use their vacation and holidays during the school, shall be allowed to carry it forward. Such employees must use their unused vacation and holiday time by the end of the second full year following their completion of the paramedic school. (Modified 7/6/99, 7/20/00) (Modified 06/24/02)

## Article 18 Holidays

A. There shall be ten (10) paid holidays in the Fire Department basing such holidays on a twenty-four (24) hour day. The holidays are as follows:

New Year's Day (January 1)

Friday before Easter (Modified August 12, 1997)

Easter Sunday

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Thanksgiving Day

Christmas Eve

Christmas Day (December 25)

New Year's Eve

B. Current employees may voluntarily be paid out for up to ten (10) holidays but must be paid out three (3) of the ten (10) holidays in a calendar year based on a twenty-four (24) hour period per holiday. Such payment will be made in two payments as follows: one check for the three (3) holidays required to be bought back will be paid within forty-five (45) calendar days of the New Year; any additional days voluntarily requested to be bought back will be paid in one check payable on or before December 1 of each year. The remaining holidays are to be used on a random basis, but shall be scheduled so as not to interfere with staffing requirements or scheduled vacations. Holidays may be selected by the employees on a first come, first served

basis. Holidays may be used to supplement firefighting activities such as first aid schools, seminars, and various firefighting functions in accordance with past practice. [NOTE: For 2016, the City will pay out the three (3) holidays to be bought back within forty-five (45) days of ratification of the contract by the City.] [NOTE: Buy back to begin for 2017 vacation process.]

C. Two holidays may be split into twelve-hour segments, i.e., an employee shall be entitled to take the period from 7:00 a.m. to 7:00 p.m. as a half holiday and the period from 7:00 p.m. to 7:00 a.m. as the second half holiday, or vice versa.

D. If an employee works on any of the holidays enumerated above, such employee will be compensated at the rate of time-and-one-half (1½).

E. On up to four (4) holidays, the duty personnel will be permitted a two-hour in-service period to have dinner at home. All personnel will designate which holidays they will choose, in writing to the Fire Chief. Such choice will be for the duration of the employees' employment in the department and shall not be changed or substituted during such term of employment. It is understood that the on-duty personnel will work out their individual schedules. The City shall not be required to call in employees as a result of the exercise of this provision. When scheduling holiday mealtimes, two paramedics must remain on duty in quarters. If only two (2) paramedics are on duty, they may not make use of the holiday meal period. (Modified July 6, 1999)

F. Scheduled holidays can only be moved with the permission of the shift officer.

G. Employee will not be forced to take scheduled holidays if on sick or injury leave and is in hospital or under doctor's care. (Modified 09/02/03)

## Article 19 Vacation and Holiday Off Time

A. Vacations and holiday off time shall be on a citywide basis, with three (3) shift members allowed off per day, except in situations necessitated by replacement of personnel. Vacation periods and holiday off time that has been "signed up" will be honored by the management of the Fire Department. This period for replacement of personnel shall not exceed thirty (30) calendar days, during which

# Oak Creek Fire Labor Contract 2021 - 2024

employee may re-elect the appropriate coverage. If an employee is hired after January 1, the amount for the first year of employment will be prorated and added to the payment for the year following the first year of employment, provided that the employee is still employed when the payment is made.

## Article 30 Life Insurance

Beginning the first of the month following thirty-one (31) calendar days of employment, the City shall provide life insurance equal to the employee's earnings rounded to the next highest One Thousand Dollars (\$1,000.00) based on the preceding year's earnings (upon entry to the plan, current earnings will be used). The City shall pay seventy-five percent (75%) of the premium required to obtain the above amounts of insurance.

## Article 31 Long Term Disability Insurance

The City will provide long-term disability insurance coverage for regular full-time employees. The benefits will be equal to seventy-five (75.0%) percent of the employee's base pay to a limit of One Thousand Six Hundred Eighty-seven Dollars and Fifty cents (\$1,687.50) per month. Benefits will be payable after forty-five (45) calendar days of disability, to age sixty-five (65). The City shall pay the full cost. Employees may purchase at their own expense additional coverage under this section. Employees shall not accrue sick leave while they are on long-term disability.

## Article 32 Additional Compensation

A. Longevity Pay: Employees will be entitled to and the City will pay longevity in accordance with the following formula:

1. After five (5) years - Five Dollars (\$5.00) per month.
2. After ten (10) years - Ten Dollars (\$10.00) per month.
3. After fifteen (15) years - Fifteen Dollars (\$15.00) per month.
4. After twenty (20) years - Twenty Dollars (\$20.00) per month.

B. In addition to other compensation, the City will pay to employees the following amounts for the purposes indicated:

1. Monitor: Twenty-Five Dollars (\$25.00) per year for the expense of operating a Fire Monitor for the purpose of notifying off-duty employees. The City will post on an annual basis

a sheet for each employee to initial that at least Twenty-five (\$25.00) dollars has been expended for the purposes of operating a fire monitor. The City shall use the employee's initials to have the expenses deemed substantiated. If an employee does not initial the posted sheet then taxes shall be withheld.

2. A firefighter who is temporarily assigned to and who accepts the position as acting officer when his/her officer is not available for recall shall receive the pay of a lieutenant. No compensation will be provided for any assignment of less than two (2) hours, nor for any assignment, which is the result of a trade. (Modified 7/20/00)

3. A firefighter who is assigned the position of station officer shall receive a seven and one half (7.50%) percent increase in pay for all hours worked as station officer on any day he/she works as a station officer. The station officer shall schedule his/her vacation opposite of the station captain. No compensation will be provided for any assignment, which is the result of a trade. The City agrees to reopen this subsection of the Contract if the duties of the station officer change substantially during 2001 or 2002. (Modified 7/20/00)

4. Any off-duty employee assigned to parade duty outside the City, or a public speaking engagement for which the employee receives no other compensation, shall be paid at the rate of time and one-half (1½). No compensation will be provided for voluntary parade duty performed within the City.

5. Any off-duty employee performing an authorized special drill or training session shall be paid at the rate of time and one-half (1½), with a minimum of two (2) hours.

6. If personal or other private vehicles are authorized to be used for official departmental use, reimbursement will be paid on the basis of the current rate allowed under IRS regulations. This provision will be an either/or. If you use your private vehicle for your annual physical or any other department assigned meeting you shall receive appointment time (minimum 2 hour) compensation or comp time instead of mileage not both. This rule shall not apply to drive time. Personnel will not be authorized to use private vehicles unless the employee has filed evidence of proper insurance coverage.

## COMMON COUNCIL REPORT

- Item:** Flock Group, Inc. (Flock) Services Agreement
- Recommendation:** The Common Council approves Resolution No. 12388-022023, a Resolution approving the Flock Group, Inc. (Flock) Services Agreement (order form) and Flock Government Agency Agreement.
- Fiscal Impact:** Flock requires a two year agreement for services: Year one (2023) funding of \$34,000, will be covered by reimbursable State of WI DOA grant funds awarded to the Oak Creek PD. Year two (2024) funding of \$30,500, will be covered through the 2024 budget process.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
  - Thoughtful Development and Prosperous Economy
  - Safe, Welcoming, and Engaged Community
  - Inspired, Aligned, and Proactive City Leadership
  - Financial Stability
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

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**Background:** At the July 19, 2022 Common Council meeting, 'Phase 1' and 'Phase 2' of this '3 Phase' program were brought forward to the Council and approved. At this time we are looking to complete 'Phase 3' with our own deployment of this investigative tool at strategically placed locations in the City. As previously stated, Flock is a leader in Automatic License Plate Reader (ALPR) technology, with varying degrees of technology to capture information and temporarily store this data (30days) for Law Enforcement to access. Flock has both public and private users, which we have private users in Oak Creek and many of our public neighbors also use the technology.

Flock cameras are both Proactive - they can provide real-time alerts when a vehicle that is stolen, associated with an AMBER/Silver Alert, or associated with a known suspect is detected; and they are Investigative - they help us determine whether and which vehicle(s) were at the scene, or in the area, of a crime. This technology will help reduce the time required to locate suspect(s) and/or offenders, and helps increase the solvability of crimes. Each year, our officers are tasked with more and more calls, and this technology can help officers and detectives with both their efficiency and effectiveness in their duties.

Through our Data Analytics we were able to develop locations that are the most impacted by crime; especially retail thefts, thefts from vehicles and vehicle thefts. These 10 (ten) 'static' camera locations (Exhibit 3) were also researched by Flock to verify they can be deployed in these location and capture useable data that we can use to solve crimes. We also have an additional camera which is considered a 'flex' camera and can be deployed by Oak Creek PD personnel where needed. This can be to bolster any of the 10 locations with static cameras, a new location that is seeing an up-tick in crime, or in a special enforcement area for events.



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Currently there are over 350 Flock camera units in use in WI, with the majority of those cameras in the Milwaukee Metro area, with even cameras deployed throughout the US. The success that many of our neighbors have seen with the deployment of these devices is extremely valuable. These numbers grow weekly and therefore bolster the usable evidence law enforcement can use to solve crimes.

The 10 static devices are deployed by Flock staff and coordinated with any City, County or State entity that may need to approve of the location. They are mounted on existing poles, operate on a rechargeable battery that is solar charged, and upload encrypted data via a built-in LTE cellular signal. The Flock devices are then 'wireless' with constant connection to the Flock network, which is what we then securely access from Oak Creek PD devices. Again that data is only stored for 30-days, and we are only accessing this information for official reasons specific to certain calls for service. There is also an auditing portion of the software, so our Admin team can look at when and how data is being access and by whom.

Flock reports that damage to cameras is rare, but mostly occurs due to cars striking the pole a camera is attached to. In such case, we would notify Flock to repair and reset the camera. Any billable damage would be billed to the offender, or their insurance company, as we do for any other damage to property or equipment throughout the City. Again, this is rare, but as we know, it can and does happen from time to time.

**Options/Alternatives:** The Common Council could decide not to approve this Services Agreement, which would result in the Oak Creek Police Department not having access to data that impacts and affects the citizens of Oak Creek, related to crimes occurring within the City of Oak Creek. This would severely limit our investigative abilities and ability to solve crimes impacting Oak Creek's citizens. I strongly do not recommend this option.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



David Stecker  
Police Chief

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

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Attachments:

- Exhibit #1 - FLOCK Services Agreement Order Form
- Exhibit #2 - FLOCK Government Agency Agreement (Schedule B)
- Exhibit #3 - FLOCK Camera Locations
- Exhibit #4 - Resolution No. 12388-022023

RESOLUTION NO. 12388-022023

RESOLUTION APPROVING THE FLOCK GROUP, INC.  
SERVICES AGREEMENT AND GOVERNMENT AGENCY AGREEMENT

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Flock Group, Inc (Flock) Services agreement and Government Agency Agreement is hereby approved.

BE IT FURTHER RESOLVED that the City of Oak Creek Police Chief is hereby authorized to execute the Services and Government Agency Agreements on behalf of the City.

BE IT FURTHER RESOLVED that, pending review and approval, modifications to the Services and Government Agency Agreements that may be reasonably necessary in order to preserve and maintain the general intent thereof and that are approved by the Police Chief and the City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20<sup>th</sup> day of February, 2023.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

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



The ten 'static' mounted cameras, would be mounted/deployed at these strategic and data analytically backed locations:

1. S. Chicago Rd at E. Elm Rd, northbound traffic
2. S. 6<sup>th</sup> St at W. Drexel Ave, northbound traffic
3. W. Town Square Way at S. Howell Ave., eastbound traffic
4. S. Delco Dr. at W. Drexel Ave., northbound traffic
5. S. 6<sup>th</sup> St at W. Forest Hill Ave., southbound traffic
6. S. 13<sup>th</sup> St at W. College Ave., northbound traffic
7. S. 13<sup>th</sup> St at W. College Ave., southbound traffic
8. E. Lake Vista Parkway (north road) at S. 5<sup>th</sup> Ave., eastbound traffic
9. E. Lake Vista Parkway (south road) at S. 5<sup>th</sup> Ave., eastbound traffic
10. S. Ikea Way at W. Drexel Ave., southbound traffic

# flock safety

## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

## 2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**



**2.5.1 Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

**2.5.2. Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.6 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

## **2.7 Suspension.**

**2.7.1 Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

**2.7.2 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

## **2.8 Installation Services.**

**2.8.1 Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

**2.8.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.8.3 Flock’s Obligations.** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

**2.8.4 Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.9 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.10 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com), at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

**2.11 Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.12 Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

#### **4. CONFIDENTIALITY; AGENCY DATA**

**4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

**4.3 Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

**4.4 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.5 Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

## 5. PAYMENT OF FEES

**5.1.1 Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30<sup>th</sup> day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30<sup>th</sup> day from the date of renewal invoice.

**5.1.2 Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30<sup>th</sup> day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30<sup>th</sup> day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30<sup>th</sup> day from the date of renewal invoice.

**5.2 Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

**5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to

receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

## 6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.



**6.4 No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“*No-Fee Term*”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

**6.5 Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

## **7. REMEDY; WARRANTY AND DISCLAIMER**

**7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of

other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

**7.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH

ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

## 9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

## 10. MISCELLANEOUS

**10.1 Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any

subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

**10.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**10.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**10.4 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

**10.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

**10.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.7 Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and

according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.9 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

**10.10 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

**10.11 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:  
EMAIL:

**FLOCK GROUP INC.  
SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

<b>Agency:</b> WI - Oak Creek PD <b>Legal Entity Name:</b>	<b>Contact Name:</b> Dave Ashenhurst
<b>Address:</b> 301 W Ryan Rd Oak Creek, Wisconsin 53154	<b>Phone:</b> (414) 766-7046 <b>E-Mail:</b> dashenhurst@oakcreekwi.gov
<b>Expected Payment Method:</b>	<b>Billing Contact:</b> (if different than above)

<b>Initial Term:</b> 24 months <b>Renewal Term:</b> 24 months	<b>Billing Term:</b> Annual payment due Net 30 per terms and conditions
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## Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	10.00	\$3,500.00

## Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	10.00	\$25,000.00
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00
Falcon Flex	\$3,000.00	1.00	\$3,000.00

<b>Subtotal Year 1:</b>	\$34,000.00
<b>Subscription Term:</b>	24 Months
<b>Annual Recurring Total:</b>	\$30,500.00
<b>Estimated Sales Tax:</b>	\$0.00
<b>Total Contract Amount:</b>	\$64,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

**By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Agency: WI - Oak Creek PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Andrew Ahearn

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## COMMON COUNCIL REPORT

- Item:** S. 6<sup>th</sup> Steet Bridge, P-40-0556, Design Contract Negotiations
- Recommendation:** That the Common Council considers a motion to authorize the Engineering Department to enter into contract negotiations with Benesch for the design services of the S. 6<sup>th</sup> Street bridge over Oak Creek. (1<sup>st</sup> District)
- Fiscal Impact:** The city will be responsible for 20% of the total design costs, which is estimated to be \$39,000. The remaining 80% of the total design costs will be federally funded, up to a maximum of \$156,305.
- 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 February 7, 2023, the Common Council adopted Resolution No. 12385-020723 entering into a State Municipal Agreement (SMA) with WisDOT for the rehabilitation of the bridge located on S. 6<sup>th</sup> Street, bridge over Oak Creek (7800 S. 6<sup>th</sup> Street). The proposed improvements will include removing and replacing the existing superstructure of the bridge, constructing new approach slabs, and replacing the existing wingwalls & guardrails. Now that the SMA is in place, the next step is to select a design firm and begin the design of the S. 6<sup>th</sup> Street bridge.

The Engineering Department advertised and requested that a technical proposal be submitted for the preliminary and final design of the S. 6<sup>th</sup> Street bridge over Oak Creek. We received three submittals for this project. The technical proposal provided consultant qualifications, references, project team, project understanding & approach, workload, and schedule of tasks. In order to stay eligible for WisDOT's Local Bridge Program grant funding, the Quality Based Selection (QBS) process must be followed. The following are the top three firms based on Engineering's evaluations of the submittals:

Firm	Rank
Benesch	1
Graef	2
Baxter & Woodman	3

The Engineering Department recommends Benesch for the work based upon the firm's technical capabilities and experience with structure projects.

**Options/Alternatives:** The alternative is to select a lower ranked firm or not select a firm and risk losing federal funding for not complying with the requirements of WisDOT's Local Bridge Program grant funding.

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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

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## STAFF REPORT

- Item:** Board of Public Works and Capital Assets preferred alternative for the Intersection of W. Puetz Rd., S. Liberty Ln., and S. Wood Creek Dr.
- Recommendation:** That the Common Council considers a motion to proceed with design of a roundabout at the intersection of W. Puetz Rd., S. Liberty Ln., and S. Wood Creek Dr. as recommended by the Board of Public Works and Capital Assets. (2<sup>nd</sup> and 6<sup>th</sup> Aldermanic Districts)
- Fiscal Impact:** There is \$68,612 remaining in CIP Project# 22006 and an additional \$30,000 allocated in the 2023 budget to fund design work. This brings the total funding available for engineering and design to \$98,612. Design of the roundabout alternative would cost \$89,580.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
  - Thoughtful Development and Prosperous Economy
  - Safe, Welcoming, and Engaged Community
  - Inspired, Aligned, and Proactive City Leadership
  - Financial Stability
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

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**Background:** The City retained GRAEF in the fall of 2022 to study the intersection of W. Puetz Rd., S. Liberty Ln., and S. Wood Creek Dr. GRAEF evaluated the existing traffic conditions and intersection geometry and analyzed several intersection design alternatives for current and design year (2043) operations. Based on the study, it is recommended that the intersection be reconstructed as a full size roundabout to improve traffic operations and safety. The results of the study were discussed by the Board of Public Works and Capital Assets at the February 14, 2023 meeting. The board made a motion to recommend proceeding with design of a roundabout as the preferred alternative for the reconstruction of the intersection of W. Puetz Rd., S. Liberty Ln., and S. Wood Creek Dr. The motion passed 5-0.

GRAEF collected intersection turning movements during the fall of 2022. Using this data GRAEF developed current year traffic volumes and design year (2043) traffic volumes. A growth rate of 1.5% was used to develop the design year traffic volumes. This is slightly higher than the standard growth rate to account for additional traffic that could occur as the City continues to grow and develop. A safety study was also completed utilizing data from the five-year period beginning January 1, 2017 and ending December 31, 2021. Following the data collection, GRAEF completed an alternatives analysis for the intersection.

GRAEF analyzed the following alternatives for current year traffic and design year traffic:

- Existing Two-Way Stop

- 
- Traffic Signal
  - Full-Size Roundabout
  - Compact Roundabout (100-ft to 119-ft ICD)
  - Compact Roundabout (80-ft to 99-ft ICD)

The existing two-way stop control configuration causes unacceptable delays during the peak hours on the north and south legs in the observed year 2023 and design year 2043. The Compact Roundabout alternates are not expected to provide acceptable traffic operations along east and west W. Puetz Rd. approaches in the design year 2043. Both the Traffic Signal and standard Roundabout alternates are expected to provide acceptable traffic operations through the design year 2043, but none of the MUTCD Signal Warrants are satisfied at the intersection, indicating that installing a traffic signal is not justified.

GRAEF also completed cost estimates for the traffic signal alternative and roundabout alternative. Construction for the traffic signal alternative would involve reconstructing the existing left turn lanes on Puetz Rd., reconstructing the westbound lanes of the west leg of the intersection, widening the north leg of the intersection and reconstructing the existing curb ramps. This work is shown on the Signal Alternative exhibit in Appendix D. The remaining pavement areas would not be reconstructed or resurfaced in this alternative. The estimated construction cost for the signal alternative is \$766,814.40. It is estimated that it would cost an additional \$400,000 to reconstruct all pavement within the influence area of the intersection. Construction for the roundabout alternative would involve reconstructing the entire intersection and approaches as shown on the 140' ICD Roundabout Alternate exhibit in Appendix D. The estimated construction cost for the roundabout alternative is \$1,237,921.20. It is estimated that an additional \$25,000 would be needed to acquire right-of-way from the adjacent properties. Construction funding for the chosen alternative would be requested in a future budget.

Based on the results of the traffic analysis and signal warrants the Engineering Department recommendation is to install a standard roundabout at the intersection of W. Puetz Rd., S. Liberty Ln., and S. Wood Creek Dr. A standard roundabout provides improved traffic operations and safety during peak hours while also limiting the amount of delay experienced by users of the intersection during off-peak hours. A standard roundabout is also more effective countermeasure to address the the identified angle crash pattern and vulnerable user crashes. The results of the study and Engineering's recommendation were presented to the Board of Public Works and Capital assets on February 14, 2023. The Board of Public Works and Capital Assets recommended proceeding with design of a roundabout at the intersection of W. Puetz Rd., S. Liberty Ln., and S. Wood Creek Dr. as the preferred alternative.

**Options/Alternatives:** To proceed with the signal alternative or leave the existing two-way stop in place and continue to have the intersection operate at unacceptable levels of service.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



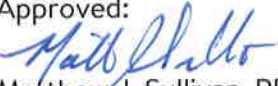
Andrew Ledger  
Design Engineer

Fiscal Review:

  
Maxwell Gagrin, MPA

Assistant City Administrator / Comptroller

Approved:

  
Matthew J. Sullivan, PE  
City Engineer

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Attachments: 2023\_0127 Puetz & Liberty Traffic Study\_FINAL, 2023\_0127 Puetz & Liberty Traffic Study\_FINAL\_Appendices, Liberty & Puetz Construction Cost Estimates

# W Puetz Road & S Liberty Lane / S Wood Creek Drive Intersection Traffic Operations Study

**City of Oak Creek**  
**Milwaukee County, Wisconsin**

Date Submitted: January 27, 2023

Prepared for:



City of Oak Creek, WI

8040 S 6<sup>th</sup> Street

Oak Creek, WI 53154

Contact: Andrew Ledger, PE

Phone: (414) 766-7029

Prepared by:



275 West Wisconsin Avenue, Suite 300

Milwaukee, WI 53203

**W Puetz Road & S Liberty Lane / S Wood Creek Drive  
Traffic Operations Study  
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**Exhibits** (Included at back of report)

Exhibit 1	Project Location Map
Exhibit 2	Existing Geometrics
Exhibit 3	Traffic Volumes
Exhibit 4	Existing Two-Way Stop Control
Exhibit 5	Traffic Signal Alternate
Exhibit 6	Full Size Roundabout Alternate
Exhibit 7	Compact Roundabout (100'-119' ICD) Alternate
Exhibit 8	Compact Roundabout (80'-99' ICD) Alternate

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**Appendices** (Included at back of report)

Appendix A	Intersection Turning Movement Volumes
Appendix B	Year 2023 Existing Traffic Analysis with Existing Two Way Stop Control – Synchro Reports
Appendix C	Year 2043 Traffic Analysis with Existing Two Way Stop Control – Synchro Reports
Appendix D	Proposed Alternates Conceptual Drawings – Traffic Signal and Full-Size Roundabout
Appendix E	Year 2023 Existing Traffic Analysis with Traffic Signal – Synchro Reports
Appendix F	Year 2023 Existing Traffic Analysis with Full-Size Roundabout – HCS Reports
Appendix G	Year 2023 Existing Traffic Analysis with Compact Roundabout (100-ft to 119-ft ICD) – HCS Reports
Appendix H	Year 2023 Existing Traffic Analysis with Compact Roundabout (80-ft to 99-ft ICD) – HCS Reports
Appendix I	Year 2043 Traffic Analysis with Traffic Signal – Synchro Reports
Appendix J	Year 2043 Traffic Analysis with Full-Size Roundabout – HCS Reports
Appendix K	Year 2043 Traffic Analysis with Compact Roundabout (100-ft to 119-ft ICD) – HCS Reports
Appendix L	Year 2043 Traffic Analysis with Compact Roundabout (80-ft to 99-ft ICD) – HCS Reports
Appendix M	Traffic Signal Warrant Analysis



# 1 INTRODUCTION AND EXECUTIVE SUMMARY

## 1.1 Introduction

The City of Oak Creek plans to redesign the intersection of W Puetz Road and S Liberty Lane/S Wood Creek Drive. The City is reviewing traffic signal and roundabout alternatives to address traffic operation conditions and safety concerns due to sight distance challenges. GRAEF prepared this traffic study to analyze and compare the proposed alternatives and review the intersection safety. This memo documents the procedures, findings, and recommendations of the study.

## 1.2 Executive Summary

This executive summary includes a description of the study area intersection, description of the proposed alternates, analysis results, and recommendations and conclusions based on the findings of the traffic study.

### 1.2.1 Project Intersection Study Area

The project intersection is located on the west side of the City, less than a mile east of the IH 94 / IH 41 overpass over W Puetz Road. A project location map is shown in Exhibit 1.

W Puetz Road transitions from a rural two-lane undivided roadway west of the study intersection to an urban four-lane divided roadway east of the study intersection. The intersection of W Puetz Road & S Liberty Lane/S Wood Creek Drive is currently two-way stop controlled, with stop signs located on the north S Liberty Lane approach and the south S Wood Creek Drive approach. The existing intersection geometrics are shown on Exhibit 2.

### 1.2.2 Safety Assessment

During the five years study period from 2017 - 2021, 24 crashes were reported at the study intersection. Crash trends and safety countermeasures are explored within the Safety Assessment, Section 3, of this study. Right angle crashes were the primary collision pattern, suggesting that minor-street vehicles have difficulty determining when to enter the intersection. Another trend was unsafe lane changes on the east leg, where the outer shared through/right turn lane becomes a right turn only lane to accommodate the transition from a four-lane cross-section east of the intersection to a two-lane cross-section west of the intersection.

### 1.2.3 Proposed Alternates

For the project intersection, four traffic control and geometric alternates were analyzed under the observed Year 2023 and Design Year 2043 traffic volumes:

- Traffic Signal
- Full-Size Roundabout
- Compact Roundabout (100-ft to 119-ft ICD)
- Compact Roundabout (80-ft to 99-ft ICD)

### 1.2.4 Traffic Operations

Peak hour traffic operations were evaluated at the project intersection for the existing geometric configuration and proposed alternates under the Year 2023 and Design Year 2043 traffic volumes. The existing two-way stop control configuration causes unacceptable delays during the peak hours on the north and south legs in the observed Year 2023 and Design Year 2043. The Compact Roundabout alternates are not expected to provide acceptable traffic operations along the east and west W Puetz Road approaches in the Design Year 2043. Both the Traffic Signal and standard Roundabout alternates are expected to provide acceptable traffic operations through the Design Year 2043, but none of the MUTCD Traffic Signal Warrants are satisfied at the intersection, indicating that installing a traffic signal is not justified.

### **1.3 Recommendation and Conclusion**

The installation of a standard Roundabout is recommended to address the safety and operational concerns at the intersection of W Puetz Road and S Liberty Lane/S Wood Creek Drive.

With the recommended improvement, the project intersection is expected to experience improved safety and traffic operations through the Design Year.

## 2 EXISTING CONDITIONS

### 2.1 Site Location Map & Study Area

The project intersection is located on the west side of the City, less than a mile east of the IH 94 / IH 41 overpass over W Puetz Road. A project location map is shown in Exhibit 1.

### 2.2 Existing Conditions

W Puetz Road is an east-west minor arterial running through the middle of the City with a posted speed limit of 35 miles per hour. The cross-section transitions from a rural two-lane undivided roadway with gravel shoulders west of the study intersection to an urban four-lane divided roadway with curb and gutter, raised medians, and left-turn lanes east of the study intersection. According to the Wisconsin Department of Transportation (WisDOT), the 2018 Average Annual Daily Traffic (AADT) along W Puetz Road was 11,100 vehicles per day (vpd) between the study intersection and S Howell Avenue. The Canadian Pacific Railroad crosses W Puetz Road approximately 600 feet west of the project intersection.

The intersection is currently two-way stop controlled, with stop signs located on the north S Liberty Lane approach and the south S Wood Creek Drive approach. The east and west W Puetz Road approaches are uncontrolled. S Liberty Lane and S Wood Creek Drive are both local residential streets with posted speed limits of 25 mph. The west approach includes a left turn lane and a shared through/right turn lane. The east approach includes a left turn lane, a through lane, and a right turn lane (the outside lane is a shared through/right turn lane east of the project area, but becomes a right turn only lane to accommodate the lane drop and cross-section reduction from four lanes to two lanes immediately west of the intersection). The north and south approaches do not provide any lane markings, but the approaches are wide enough to accommodate two vehicles and field observations show that they operate as a shared through/left turn lane and a right turn lane. The existing intersection geometrics are shown on Exhibit 2.

Sidewalk is located on both sides of all approaches, except for the west leg, which does not have any sidewalk. Crosswalks are located on the north, east and south approaches. The land uses in all four quadrants of the intersection are residential, but N Liberty Lane does provide access to the industrial businesses north of the neighborhoods and to the Drexel Town Square commercial area to the north. This is not the main entrance or a direct route, but it can be used to access the facilities. The City of Oak Creek houses the department of public works, resident drop-off recycling yard, and other municipal government uses west of the intersection at 800 W Puetz Road.

### 2.3 Traffic Volumes & Forecasting

On Tuesday, October 4, 2022, GRAEF conducted intersection turning movement counts during the weekday morning (6:00am to 9:00am) and weekday evening (3:00pm to 6:00pm) peak periods at the project intersection.

Based on the traffic counts, the weekday morning peak traffic hour was 7:00am to 8:00am and the weekday evening peak traffic hour was 4:30pm to 5:30pm. The traffic counts for the project intersection are included in Appendix A.

The study area intersection is evaluated under the existing (Year 2023) traffic volumes and Design Year 2043 traffic volumes. Year 2023 traffic volumes are comparable to the observed 2022 traffic volumes described above and shown on Exhibit 3. A growth rate of 1.5% per year was applied to the Year 2023 traffic volumes and projected 20 years into the future to develop the Design Year 2043 traffic volumes, which are also shown on Exhibit 3. The growth rate, which was determined based on WisDOT historical traffic volumes and observed growth near the project intersection, as well as future development potential in the area, is slightly higher than standard growth rates used for forecasting, but accounts for additional traffic that could occur as the City grows.

### 3 CRASH HISTORY AND SAFETY ASSESSMENT

#### 3.1 Crash History

A safety study was completed for the most recent five-year period from January 1, 2017 to December 31, 2021. It should be noted that property damage crashes with less than \$1,000 of damage are not required to be reported in Wisconsin.

During the five-year study period, 24 crashes were reported within the study area including two injury crashes. No fatalities occurred during the study period. The total crash rate for the study intersection during the study period is 0.93 crashes per Million Entering Vehicles (MEV). The total entering volume at the intersection was estimated to be 14,100 vehicles per day (vpd), based on the Year 2018 W Puetz Road AADT of 11,100 vpd and the S Liberty Lane and S Wood Creek Drive peak hour entering volumes. When considering only the fatal (Type K) and severe injury (Types A and B) crashes, the KAB crash rate is 0.04 crashes per MEV. Crash Severity (2017-2021) is summarized in Table 1 below.

**Table 1: Crash Severity (2017-2021)**

<b>Crash Severity (2017-2021)</b>	
<b>Crash Severity</b>	<b>W Puetz Road &amp; S Liberty Lane/S Wood Creek Drive</b>
Property Damage Only	22
Injury C	1
Injury B	1
Injury A	0
Fatal	0
Total KAB Crashes	1
Total Crashes	24
<b>KAB Crash Rate*</b>	<b>0.04</b>
<b>Total Crash Rate*</b>	<b>0.93</b>

\*Intersection crash rate based on Million Entering Vehicles (MEV)

Table 2 summarizes the collision patterns that occurred at the project intersection. The most common collision pattern was right-angle crashes, accounting for eight crashes, or one third of documented crashes, during the five-year study period. The second most common collision pattern was single-vehicle crashes with seven occurring during the study period. Of the remaining crashes, there were three sideswipe crashes, two rear-end crashes, two left-turn crashes, one collision with a pedestrian, and one collision with a bicyclist.

**Table 2: Crash Patterns (2017-2021)**

Crash Patterns (2017-2021)	
Type of Crash	W Puetz Road & S Liberty Lane/S Wood Creek Drive
Head-On	0
Rear-End	2
Right-Angle	8
Left-Turn	2
Sideswipe	3
Single Vehicle	7
Pedestrian	1
Bicycle	1
<b>Total</b>	<b>24</b>

### 3.2 Crash Analysis and Potential Countermeasures

Of the 24 crashes that occurred during the study period, eight were right-angle crashes. Right-angle crashes typically occur between a mainline vehicle and a cross-street vehicle. This could be due to sight distance concerns with the grade of the east leg, as minor-street traffic enters the intersection without a clear view of the mainline cross-traffic. Another trend that emerged was side swipe or single vehicle crashes as cars in the westbound outer lane tried to make unsafe lane changes as the outer lane becomes a right turn only lane at the intersection to accommodate the lane drop and change in cross-section west of the intersection. Modifying the traffic control to restrict when vehicles can enter the intersection and improving pavement marking and signing can address these issues. Additionally, modifying the traffic control could improve safety for vulnerable users such as pedestrians and bicyclists.

## 4 EXISTING AND PROPOSED TRAFFIC OPERATIONS ANALYSIS

### 4.1 Methodology and Level of Service Descriptions

#### Level of Service Definition

The project intersection was analyzed using Synchro Version 11 and HCS software following procedures set forth in the *Highway Capacity Manual (HCM), Sixth Edition*. Synchro was used to model the two-way stop and traffic signal alternates, while HCS was used to model roundabouts. HCS headway values were modified per WisDOT's TEOpS 16-15 Table 20.1. The study evaluates traffic operations for the various geometric alternatives during the morning and evening peak hours in the existing Year 2023 and Design Year 2043.

Level of Service is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS 'A', to very poor, represented by LOS 'F'. For analysis and design purposes, Level of Service (LOS) 'D' was used to define acceptable peak hour operating conditions. Descriptions of the various levels of service for an intersection are summarized in below and in Table 3:

**LOS A** is the highest level of service that can be achieved. Under this condition, intersection approaches appear quite open, turning movements are easily made, and nearly all drivers find freedom of operation. At signalized intersections, average delays are less than 10 seconds. At unsignalized and roundabout controlled intersections, average delays are less than 10 seconds.

**LOS B** represents stable operation. At signalized intersections, average vehicle delays are 10 to 20 seconds. At unsignalized and roundabout controlled intersections, average delays are 10 to 15 seconds.

**LOS C** still represents stable operation, but periodic backups of a few vehicles may develop behind turning vehicles. Most drivers begin to feel restricted, but not objectionably so. At signalized intersections, average vehicle delays are 20 to 35 seconds. At unsignalized and roundabout controlled intersections, average delays are 15 to 25 seconds.

**LOS D** represents increasing traffic restrictions as the intersection approaches instability. Delays to approaching vehicles may be substantial during short peaks within the peak period, but periodic clearance of long lines occurs, thus preventing excessive backups. At signalized intersections, average vehicle delays are 35 to 55 seconds. At unsignalized and roundabout controlled intersections, average delays are 25 to 35 seconds.

**LOS E** represents the capacity of the intersection. At signalized intersections, average vehicle delays are 55 to 80 seconds. At unsignalized and roundabout controlled intersections, average delays are 35 to 50 seconds.

**LOS F** represents jammed conditions where the intersection is over capacity and acceptable gaps for stop-controlled intersections in the mainline traffic flow are minimal. At signalized intersections, average vehicle delays exceed 80 seconds. At unsignalized and roundabout controlled intersections, average delays exceed 50 seconds.

**Table 3: Intersection Level of Service (LOS) Designation**

Level of Service (LOS)	Traffic Signals Average Delay per Vehicle (sec/veh)	Stop-Controlled / Roundabout Average Delay per Vehicle (sec/veh)
A	<10.0	<10.0
B	10.1 – 20.0	10.1 – 15.0
C	20.1 – 35.0	15.1 – 25.0
D	35.1 – 55.0	25.1 – 35.0
E	55.1 – 80.0	35.1 – 50.0
F	>80.0	>50.0

**4.2 Traffic Operational Analysis – Existing Configuration**

Traffic operations in 2023 and the 2043 design year were analyzed under the existing traffic control and roadway geometrics

**Year 2023 Existing Traffic Analysis with Existing Two Way Stop Control**

The 2023 weekday peak hour traffic operation conditions under the existing two way stop control geometrics are shown on Exhibit 4. All movements at the project intersection are expected to operate at LOS D or better, with the following exceptions:

- The northbound shared through/left turn operates at LOS F during the morning and evening peak hour.
- The southbound shared through/left turn operates at LOS F during the evening peak hour.

Detailed Synchro performance reports are included in Appendix B.

**Year 2043 Traffic Analysis with Existing Two Way Stop Control**

The 2043 weekday peak hour traffic operation conditions under the existing two way stop control geometrics are shown on Exhibit 4. All movements at the project intersection are expected to operate at LOS D or better, with the following exceptions:

- The northbound shared through/left turn operates at LOS F during the morning and evening peak hour.
- The southbound shared through/left turn operates at LOS F during the morning and evening peak hour.

Detailed Synchro performance reports are included in Appendix C.

**4.3 Description of Proposed Alternates**

For the project intersection, four traffic control and geometric alternates were analyzed under the observed Year 2023 and Design Year 2043 traffic volumes:

- **Traffic Signal** In addition to installing a traffic signal the approaches would be restriped with new lane configurations. The west approach would include an extended left turn lane and the existing shared through/right turn lane would be converted to a through lane only. The approach would be widened to construct a new right turn only lane. A new pedestrian crossing on the west leg would also be included. The east approach would maintain a left turn lane, through lane, and right turn lane, with the left turn lane reconstructed to provide greater offset and visibility to left-turning vehicles. The north approach would include a through/left turn lane and a right turn lane with widening to the west and restriping. The south approach would include a left turn lane and a shared through/right turn lane with restriping. Traffic Signal Alternate geometrics are shown on Exhibit 5. A conceptual drawing of the traffic signal alternate is included in Appendix D.

- **Full-Size Roundabout** The roundabout alternate would require full reconstruction of the intersection. The full-size roundabout would include a 140-ft inscribed circle diameter (ICD). The north, south, and west approaches will accommodate a single approach and departure lane to and from the circulatory roadway. The east approach would accommodate two approach lanes including a single lane entering the circulatory roadway serving through and left turn lane movements, and a single yield-controlled right turn bypass lane. A single eastbound departure lane would widen into two eastbound lanes east of the roundabout. This east leg configuration would transition into the existing four-lane divided roadway to the east while providing a refined transition to the two-lane undivided roadway to the west. A wide shared-use path designed to accommodate both pedestrians and bicycles would encompass the exterior of the roundabout, connecting to sidewalks on the north, east, and south legs and facilitating crossings at all four legs within the splitter islands. Full-Size Roundabout Alternate geometrics are shown on Exhibit 6. A conceptual drawing of the full-size roundabout alternate is included in Appendix D.
- **Two Compact Roundabouts** Two compact roundabout alternatives were evaluated. WisDOT's FDM 11-26 considers a full-size roundabout to contain a non-traversable center island and an inscribed circle diameter (ICD) greater than 120-ft. A compact roundabout varies from a standard roundabout by having a smaller ICD varying from 80 feet to 120 feet and may have a traversable center island. Compact roundabouts are ideal for areas with geometric constraints such as limited right-of-way, but roundabouts with smaller ICDs have lower capacities and cannot typically accommodate high entering volumes. The two Compact Roundabout alternates would contain the same approach and departure lane geometry as the standard Roundabout alternate above, but one would be constructed with an ICD ranging from 100 feet and 119 feet and the other would be designed with an ICD between 80 feet to 99 feet. Per WisDOT's TEOpS 16-15 20.3, volume calibration factors (VCFs) must be applied to the peak hour volumes for compact roundabouts modeled in HCM to accurately account for the reduced capacity. For the 100-foot – 119-foot compact roundabout, the peak hour volumes were increased by a VCF of 19%. For the 80-ft – 99-ft compact roundabout, the peak hour volumes were increased by a VCF of 29%. Compact Roundabout Alternate geometrics are shown on Exhibits 7 and 8.

#### 4.4 Traffic Operations Analysis – Proposed Alternates

Traffic operations in 2023 and the 2043 design year were analyzed under the proposed roadway alternates geometrics described above.

##### Year 2023 Existing Traffic Analysis with Traffic Signal

The 2023 weekday peak hour traffic operation conditions under the traffic signal geometrics are shown on Exhibit 5. All movements at the project intersection are expected to operate at LOS B or better.

Detailed Synchro performance reports are included in Appendix E.

##### Year 2023 Existing Traffic Analysis with Full-Size Roundabout

The 2023 weekday peak hour traffic operation conditions under the full-size roundabout geometrics are shown on Exhibit 6. All movements at the project intersection are expected to operate at LOS B or better.

Detailed HCS performance reports are included in Appendix F.

##### Year 2023 Existing Traffic Analysis with Compact Roundabout (100-ft to 119-ft ICD)

The 2023 weekday peak hour traffic operation conditions under the compact roundabout (100-ft to 119-ft ICD) geometrics are shown on Exhibit 7. All movements at the project intersection are expected to operate at LOS C or better.

Detailed HCS performance reports are included in Appendix G.

##### Year 2023 Existing Traffic Analysis with Compact Roundabout (80-ft to 99-ft ICD)



The 2023 weekday peak hour traffic operation conditions under the compact roundabout (80-ft to 99-ft ICD) geometrics are shown on Exhibit 8. All movements at the project intersection are expected to operate at LOS D or better.

Detailed HCS performance reports are included in Appendix H.

#### Year 2043 Traffic Analysis with Traffic Signal

The 2043 weekday peak hour traffic operation conditions under the traffic signal geometrics are shown on Exhibit 5. All movements at the project intersection are expected to operate at LOS C or better.

Detailed Synchro performance reports are included in Appendix I.

#### Year 2043 Traffic Analysis with Full-Size Roundabout

The 2043 weekday peak hour traffic operation conditions under the full-size roundabout geometrics are shown on Exhibit 6. All movements at the project intersection are expected to operate at LOS D or better.

Detailed HCS performance reports are included in Appendix J.

#### Year 2043 Traffic Analysis with Compact Roundabout (100-ft to 119-ft ICD)

The 2043 weekday peak hour traffic operation conditions under the compact roundabout (100-ft to 119-ft ICD) geometrics are shown on Exhibit 7. All movements at the project intersection are expected to operate at LOS D or better, with the following exceptions:

- The eastbound shared approach operates at LOS F during the evening peak hour.

Detailed HCS performance reports are included in Appendix K.

#### Year 2043 Traffic Analysis with Compact Roundabout (80-ft to 99-ft ICD)

The 2043 weekday peak hour traffic operation conditions under the compact roundabout (80-ft to 99-ft ICD) geometrics are shown on Exhibit 8. All movements at the project intersection are expected to operate at LOS D or better, with the following exceptions:

- The eastbound shared approach operates at LOS F during the evening peak hour.

Detailed HCS performance reports are included in Appendix L.

### **4.5 MUTCD Traffic Signal Warrants Analysis**

The Manual on Uniform Traffic Control Devices (MUTCD) has developed nine traffic signal warrants to analyze whether converting the traffic control from stop control to signal control is warranted. Warrant 2: Four-Hour Volume, Warrant 3: Peak hour Volume, and Warrant 9: Intersection Near a Grade Crossing were evaluated at the project intersection. Warrants 2 and 3 analyze the turning movement volumes through the intersection to determine if the volumes exceed certain thresholds based on various intersection configuration parameters. MUTCD Warrant 2 requires four hours of traffic volumes and Warrant 3 evaluates the peak hour volumes. Warrant 9 analyzes the proximity of an at-grade rail crossing to determine if the peak-hour volumes exceed the configured threshold.

Warrant 2 (four-hour) and Warrant 3 (peak hour) were analyzed using the observed Year 2023 traffic volumes and neither of the warrants was satisfied. It should be noted that Warrant 1: Eight Hour Warrant was not analyzed as only six hours of traffic volume data were available. However, not all six hours of available data satisfied the Warrant 1 criteria, so the eight-hour warrant would not be met even if additional hours of data were available. Warrant 9 (at-grade rail crossing) did not satisfy the criteria to meet the warrant, as the crossing is on the major street, not the minor street. The warrant is intended to address any queuing from a stop-controlled approach that would back up onto the railroad tracks, but this crossing crosses a mainline approach, which is uncontrolled.

Traffic signal warrants are typically evaluated for the existing volumes. However, if the volumes are expected to change significantly in the near future, the warrants could be analyzed under the higher expected volumes. A sensitivity analysis was completed for the warrants, evaluating them with volumes projected out 5 years, to 2028,

using the same 1.5% per year growth rate used to develop the design year volumes. Even with the forecasted volumes, the warrants were not satisfied.

Therefore, installing a signal at the intersection to improve side street operations is not warranted and may introduce new negative impacts to the mainline traffic that may outweigh the benefits to the S Liberty Lane/S Wood Creek Drive traffic. The Traffic Signal Warrant Analysis worksheets are included in Appendix M.

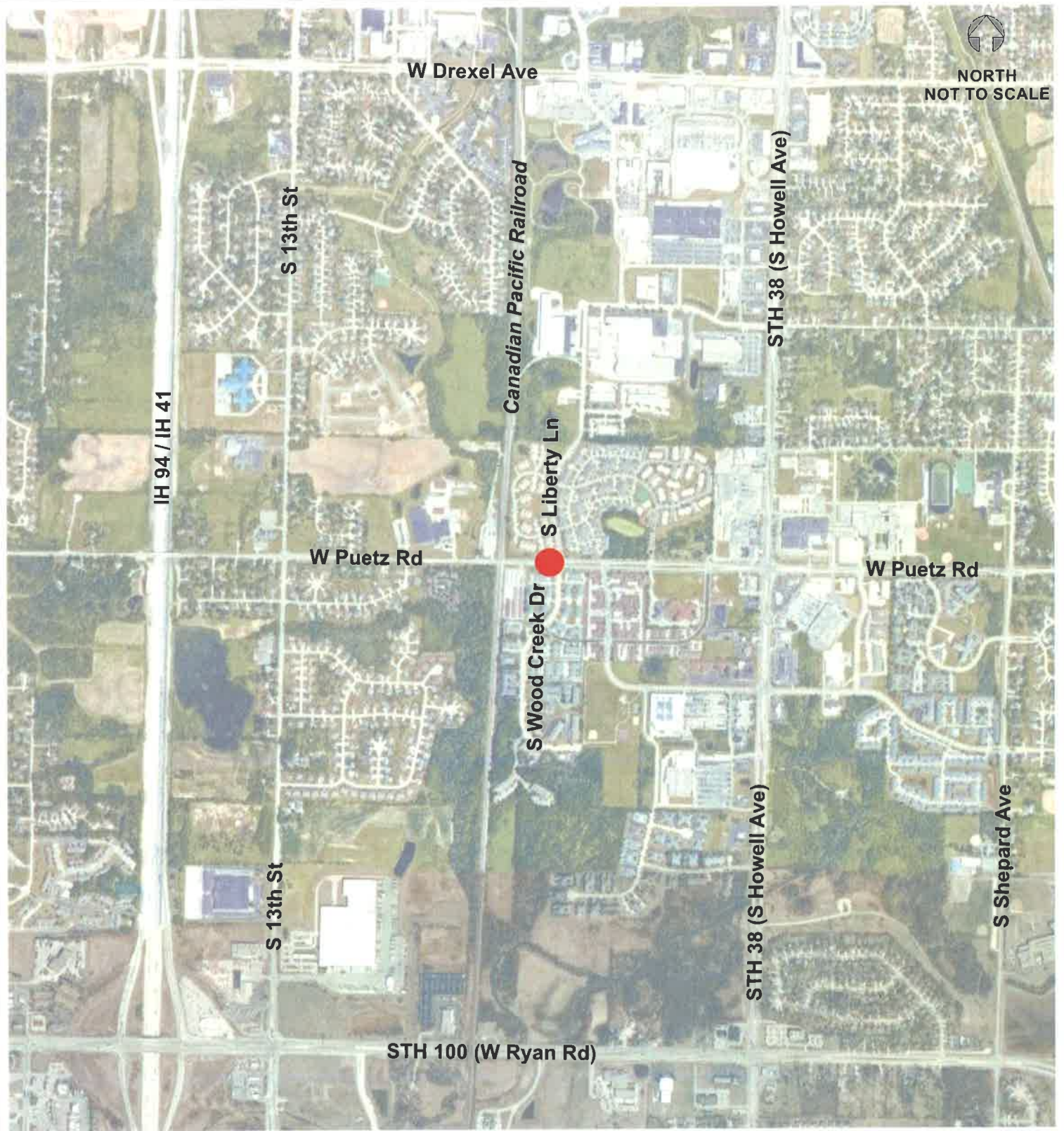
## 5 RECOMMENDATIONS AND CONCLUSION

The City of Oak Creek plans to redesign the intersection of W Puetz Road and S Liberty Lane/S Wood Creek Drive. The City is reviewing traffic signal and roundabout alternatives to address traffic operation conditions and safety concerns due to sight distance challenges. Safety and traffic operations were evaluated at the project intersection. The existing two-way stop control configuration causes unacceptable delays during the peak hours on the north and south legs in the observed Year 2023 and Design Year 2043 and has created safety concerns. The Compact Roundabout alternates are not expected to provide acceptable traffic operations along the east and west W Puetz Road approaches in the Design Year 2043. Both the Traffic Signal and standard Roundabout alternates are expected to provide acceptable traffic operations through the Design Year 2043. Signal warrants were evaluated, and traffic conditions do not satisfy signal warrants. Installing traffic signals where they are not warranted can create new safety and operational issues as users become impatient during perceived unnecessary delay and feel incentivized to disobey traffic control. Therefore, it is not recommended to install a traffic signal at the intersection.

Unlike traffic signals, roundabout operations do not facilitate the same perceived unnecessary delay during off-peak and low volume times, while still providing the same uniform traffic calming and safety improvements during peak hour operations. A standard roundabout is also a more effective safety countermeasure to address the identified angle crash pattern and history of vulnerable user crashes at the intersection. Roundabouts increase vulnerable user safety by moving and upsizing the crosswalks and paths to outside of the intersection to be within the splitter islands, where crosswalk lengths are much shorter. This crosswalk location of approximately 25-ft behind the yield line allows for one vehicle to queue at the roundabout yield line and provides pedestrians with a 2-stage crossing behind the vehicles. Additionally, the line of sight for drivers who are approached or departing the roundabout is pointed directly to where the pedestrians are crossing, unlike traditional signalized intersections. Therefore, the installation of a standard roundabout is recommended to address the safety and operational concerns at the intersection of W Puetz Road and S Liberty Lane/S Wood Creek Drive. With the recommended improvement, the project intersection is expected to experience improved safety and traffic operations through the Design Year.



NORTH  
NOT TO SCALE



**LEGEND**



STUDY INTERSECTION



**EXHIBIT 1**  
**STUDY INTERSECTION LOCATION MAP**  
**W PUETZ RD AND S LIBERTY LN/S WOOD CREEK DR**  
**OAK CREEK, WISCONSIN**

## **Appendix F**

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**Year 2023 Existing Traffic Analysis with Full-Size  
Roundabout – HCS Reports**

<b>ESTIMATE OF QUANTITIES</b>							
Project I.D.	2022-0359						
Title	Puetz & Liberty Intersection Improvements						
Limits	-						
Highway	Puetz Road						
County	Milwaukee						
Date	12/21/2022 15:11						
PS&E Date	-						
LET Date	-						
Work Type	General Construction						
Highway Type	-						
Season	-						
					<b>Project Number 2022-0359</b>		
Item #	Description	Qty	Unit	Cost	Total	Category	Rev (x)
<b>SIGNAL CONCEPT</b>							
204.0100	Removing Concrete Pavement	457	SY	\$ 12.50	\$5,712.50	0010	
204.0150	Removing Curb & Gutter	1512	LF	\$ 7.50	\$11,340.00	0010	
204.0155	Removing Concrete Sidewalk	28	SY	\$ 14.00	\$392.00	0010	
205.0100	Excavation Common	2500	CY	\$ 27.00	\$67,500.00	0010	
305.0110	Base Aggregate Dense 3/4-Inch	244	TON	\$ 40.00	\$9,760.00	0010	
305.0120	Base Aggregate Dense 1 1/4-Inch	1647	TON	\$ 27.00	\$44,469.00	0010	
415.0080	Concrete Pavement 8-Inch	493	SY	\$ 85.00	\$41,905.00	0010	
460.5224	HMA Pavement 4 LT 58-28 S	616	TON	\$ 75.00	\$46,200.00	0010	
465.0120	Asphaltic Surface Driveways and Field Entrances	0	TON	\$ 250.00	\$0.00	0010	
601.0407	Concrete Curb & Gutter 18-Inch Type D	1313	LF	\$ 22.00	\$28,886.00	0010	
601.0411	Concrete Curb & Gutter 30-Inch Type D	473	LF	\$ 26.00	\$12,298.00	0010	
602.0410	Concrete Sidewalk 5-Inch	571	SF	\$ 9.50	\$5,424.50	0010	
602.0505	Curb Ramp Detectable Warning Field Yellow	88	SF	\$ 45.00	\$3,960.00	0010	
619.1000	Mobilization	1	EACH	\$ 30,000.00	\$30,000.00	0010	
653.0140	Pull Boxes Steel 24x42-Inch	10	EACH	\$ 1,050.00	\$10,500.00	0020	
654.0101	Concrete Bases Type 1	5	EACH	\$ 760.00	\$3,800.00	0020	
654.0102	Concrete Bases Type 2	3	EACH	\$ 950.00	\$2,850.00	0020	
654.0110	Concrete Bases Type 10	1	EACH	\$ 5,250.00	\$5,250.00	0020	
654.0120	Concrete Bases Type 10-Special	3	EACH	\$ 7,750.00	\$23,250.00	0020	
654.0217	Concrete Control Cabinet Bases Type 9 Special	1	EACH	\$ 1,800.00	\$1,800.00	0020	
657.0100	Pedestal Bases	5	EACH	\$ 250.00	\$1,250.00	0020	
657.0310	Poles Type 3	3	EACH	\$ 2,750.00	\$8,250.00	0020	
657.0350	Poles Type 10	1	EACH	\$ 7,500.00	\$7,500.00	0020	
657.0352	Poles Type 10-Special	3	EACH	\$ 10,000.00	\$30,000.00	0020	
657.0405	Traffic Signal Standards Aluminum 3.5-Foot	1	EACH	\$ 350.00	\$350.00	0020	
657.0420	Traffic Signal Standards Aluminum 13-Foot	4	EACH	\$ 575.00	\$2,300.00	0020	
657.0525	Monotube Arms 25-FT	1	EACH	\$ 4,500.00	\$4,500.00	0020	
657.0536	Monotube Arms 35-FT-Special	1	EACH	\$ 5,500.00	\$5,500.00	0020	
657.0541	Monotube Arms 40-FT-Special	1	EACH	\$ 6,000.00	\$6,000.00	0020	
657.0546	Monotube Arms 45-FT-Special	1	EACH	\$ 6,500.00	\$6,500.00	0020	
657.0815	Luminaire Arms Steel 15-FT	6	EACH	\$ 1,250.00	\$7,500.00	0020	
658.0173	Traffic Signal Face 3S 12-Inch	12	EACH	\$ 700.00	\$8,400.00	0020	
658.0174	Traffic Signal Face 4S 12-Inch	9	EACH	\$ 925.00	\$8,325.00	0020	

658.0416	Pedestrian Signal Face 16-Inch	10	EACH	\$ 500.00	\$5,000.00	0020	
659.1125	Luminaires Utility LED C	6	EACH	\$ 390.00	\$2,340.00	0020	
SPV.0060	01. Traffic Signal Controller & Cabinet	1	EACH	\$ 30,000.00	\$30,000.00	0020	
LS	Traffic Signal Mounting, Wiring & Detection	1	LS	\$ 50,000.00	\$50,000.00	0020	
LS	Pavement Marking & Signing	1	LS	\$ 10,000.00	\$10,000.00	0010	
LS	Erosion Control	1	LS	\$ 5,000.00	\$5,000.00	0010	
LS	Restoration	1	LS	\$ 5,000.00	\$5,000.00	0010	
LS	Storm Sewer	1	LS	\$ 50,000.00	\$50,000.00	0010	
LS	Traffic Control	1	LS	\$ 25,000.00	\$25,000.00	0010	
LS	Survey Staking	1	LS	\$ 5,000.00	\$5,000.00	0010	
					\$0.00	0010	
<b>CAT 0010 ROADWAY SUBTOTAL</b>					<b>\$ 407,847.00</b>		
<b>CAT 0020 SIGNAL SUBTOTAL</b>					<b>\$ 231,165.00</b>		
<b>Cost Subtotal</b>					<b>\$ 639,012.00</b>		
Miscellaneous Contingency 20%					\$127,802.40		
<b>Signal Concept Total</b>					<b>\$ 766,814.40</b>		

**ESTIMATE OF QUANTITIES**

Project I.D. 2022-0359  
 Title Puetz & Liberty Intersection Improvements  
 Limits -  
 Highway Puetz Road  
 County Milwaukee  
 Date 12/21/2022 15:10  
 PS&E Date -  
 LET Date -  
 Work Type General Construction  
 Highway Type -  
 Season -

**Project Number 2022-0359**

Item #	Description	Qty	Unit	Cost	Total	Category
<b>ROUNABOUT CONCEPT</b>						
204.0100	Removing Concrete Pavement	1185	SY	\$ 12.50	\$14,812.50	0010
204.0150	Removing Curb & Gutter	2531	LF	\$ 7.50	\$18,982.50	0010
204.0155	Removing Concrete Sidewalk	435	SY	\$ 14.00	\$6,090.00	0010
205.0100	Excavation Common	6100	CY	\$ 27.00	\$164,700.00	0010
305.0110	Base Aggregate Dense 3/4-Inch	38	TON	\$ 40.00	\$1,520.00	0010
305.0120	Base Aggregate Dense 1 1/4-Inch	4384	TON	\$ 27.00	\$118,368.00	0010
415.0080	Concrete Pavement 8-Inch	840	SY	\$ 85.00	\$71,400.00	0010
460.5224	HMA Pavement 4 LT 58-28 S	1414	TON	\$ 75.00	\$106,050.00	0010
465.0120	Asphaltic Surface Driveways and Field Entrances	23	TON	\$ 250.00	\$5,750.00	0010
601.0407	Concrete Curb & Gutter 18-Inch Type D	1594	LF	\$ 22.00	\$35,068.00	0010
601.0411	Concrete Curb & Gutter 30-Inch Type D	2181	LF	\$ 26.00	\$56,706.00	0010
602.0410	Concrete Sidewalk 5-Inch	7552	SF	\$ 9.50	\$71,744.00	0010
602.0505	Curb Ramp Detectable Warning Field Yellow	280	SF	\$ 45.00	\$12,600.00	0010
619.1000	Mobilization	1	EACH	\$ 75,000.00	\$75,000.00	0010
654.0105	Concrete Bases Type 5	5	EACH	\$ 960.00	\$4,800.00	0010
657.0322	Poles Type 5-Aluminum	5	EACH	\$ 1,450.00	\$7,250.00	0010
657.0615	Luminaire Arms Single Member 4 1/2-Inch Clamp 8-Foot	9	EACH	\$ 250.00	\$2,250.00	0010
659.1125	Luminaires Utility LED C	9	EACH	\$ 390.00	\$3,510.00	0010
LS	Pavement Marking & Signing	1	LS	\$ 20,000.00	\$20,000.00	0010
LS	Erosion Control	1	LS	\$ 20,000.00	\$20,000.00	0010
LS	Restoration	1	LS	\$ 15,000.00	\$15,000.00	0010
LS	Storm Sewer	1	LS	\$ 150,000.00	\$150,000.00	0010
LS	Traffic Control	1	LS	\$ 40,000.00	\$40,000.00	0010
LS	Survey Staking	1	LS	\$ 10,000.00	\$10,000.00	0010
					\$0.00	0010
<b>CAT 0010 ROUNABOUT SUBTOTAL</b>					\$ 1,031,601.00	
<b>Cost Subtotal</b>					\$ 1,031,601.00	
Miscellaneous Contingency 20%					\$206,320.20	
<b>Roundabout Concept Total</b>					\$ 1,237,921.20	



## COMMON COUNCIL REPORT

**Item:** Liberty/Puetz Intersection Design

**Recommendation:** That the Common Council considers a motion to authorize the Engineering Department to enter into a contract for professional services not to exceed \$89,580 between the City of Oak Creek and GRAEF for the design of a roundabout at the intersection of W. Puetz Road, S. Liberty Lane, and S. Wood Creek Dr. (2<sup>nd</sup> and 6<sup>th</sup> Aldermanic Districts)

**Fiscal Impact:** There is \$68,612 remaining in CIP Project# 22006 and an additional \$30,000 allocated in the 2023 budget to fund design work. This brings the total funding available for engineering and design to \$98,612. Design of the roundabout alternative would cost \$89,580.

**Critical Success Factor(s):**

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

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**Background:** The 2022 and 2023 CIPs included funding for the evaluation and design of warranted improvements at the intersection of S. Liberty Lane and W. Puetz Road. The Engineering Department advertised and requested a technical proposal for evaluation of existing intersection operations and geometry; determination of a preferred intersection design; and Engineering and Design of the chosen intersection alternative in July of 2022. We received one submittal for this project from GRAEF. The fee for engineering and design (Phase 2) ranged from \$38,480 to \$89,580 depending on the preferred alternative. For this reason, the City contracted with GRAEF for completion of the evaluation of the existing intersection operations and geometry and determination of a preferred intersection (Phase 1) only in September 2022. This was done to allow the City to budget for and scope the services of the engineering and design contract based on the preferred alternative selected upon completion of Phase 1. The Phase 1 recommendation is to proceed with the design of the roundabout alternative. The Engineering Department recommends entering into a contract for Phase 2 engineering and design of the preferred roundabout alternative with GRAEF not to exceed \$89,580.

**Options/Alternatives:** To not enter into a contract with GRAEF and reissue the request for proposals for engineering and design of the intersection.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Prepared:



Andrew Ledger, PE  
Design Engineer

Approved:



Matthew J. Sullivan, PE  
City Engineer

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**COMMON COUNCIL REPORT****Item:** License Committee Report**Recommendation:** That the Common Council grant the various license requests as listed on the 2/20/2023 License Committee Report.**Fiscal Impact:** License fees in the amount of \$1,866.58 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

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**Background:**

1. Grant an Operator's license to (favorable background reports received):
  - \* Patrick J. Schubert (Kwik Trip)
  - \* Mark W. Schaubel (The Cellar)
  - \* Alexis V. Martinez (BelAir)
  - \* Russell R. Kotowicz (Ryan Road Mobil)
  - \* Irlanda Sainz Mendoza (Cozumel)
  - \* Jayson D. Fisher (Kwik Trip)
2. Grant a 2023 Transient Merchant company license to Renewal by Anderson, 1741 Dolphin Dr., Waukesha, WI, and to the following solicitors (favorable background reports received):
  - \* Alyssa A. Wardin
  - \* Portia A. Chaparas
  - \* Melvin E. Sisk
  - \* Aaron S. Martin
  - \* Brady J. Burckhardt
3. Grant a Change of Agent for the Class B Combination alcohol license issued to the Oak Creek Community Center, 8580 S. Howell Ave. from Tony Anguiano, Jr. to Steven P. Wilding (favorable background received).
4. Grant a Class B Combination alcohol license to Chelsea N. Sullivan, Double Cs Diner LLC dba Oak Creek Diner, 6874 S. 13<sup>th</sup> Street, with release of license subject to final department approvals.

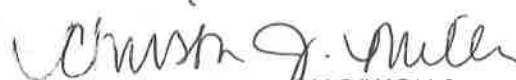
**Options/Alternatives:** None

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Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Christa J. Miller EMC/WCMC  
Deputy City Clerk

Fiscal Review:

Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

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Attachments: none

## COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the February 15, 2023 Vendor Summary Report in the total of \$1,112,287.43.

**Fiscal Impact:** Total claims paid of \$1,112,287.43. Of this grand total paid, \$431,783.13 will affect fiscal year 2022. The remaining amount of \$680,504.30 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

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

1. \$9,000.00 to Andriusis Law Firm LLC Trust Account (pg #4) for lawsuit settlement.
2. \$6,643.00 to Chaput Land Surveys LLC (pg #1) for survey work done at 9100 S. 5th Ave.
3. \$70,343.18 to Compass Minerals Company (pg #6) for salt inventory.
4. \$24,283.88 to DTS Mixed Use LLC (pg #6) for annual lease of Drexel Town Square bathroom.
5. \$26,817.24 to E. H. Wolf & Sons, Inc. (pg #6) for fuel inventory.
6. \$179,268.20 to Edgerton Contractors, Inc. (pg #1) for work on former Peter Cooper site. Project #21024.
7. \$17,374.78 to Enterprise FM Trust (pg #7) for DPW vehicle lease monthly payment. Project #19024.
8. \$15,767.16 to Forge & Flare Apartments (pg #7) for Summer 2023 events restroom cleaning (Tourism).
9. \$12,380.00 to Godfrey & Kahn S.C. (pg #1) for legal services regarding Ryan Business Park and redevelopment of lakefront site.
10. \$43,508.00 to Milwaukee County Federated Library (pg #10) for annual fees.
11. \$13,284.32 to Multimedia Communications & Engineering, Inc. (pg #11) for east side fiber expansion. Project #22012.
12. \$174,726.50 to Oak Creek Water & Sewer Utility (pgs #1 & 2) for inspection costs for multiple projects.
13. \$34,723.19 to Oak Creek – Franklin Joint School District (pg #2) for 2022 mobile home fees due to school district.
14. \$5,000.00 to Pitney Bowes Bank Reserve Account (pg #12) for postage refill.

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15. \$5,120.00 to Professional Service Industries (pg #2) for semi-annual monitoring of Drexel landfill.
  16. \$6,084.41 to Rennert's Fire Equipment Service, Inc. (pg #12) for pump repairs.
  17. \$6,526.71 to Securian Financial Group, Inc. (pgs #12 & 13) for March employee life insurance.
  18. \$34,897.41 to Seiler Instrument & Mfg Co. (pg #13) for robotics survey equipment. Project #23007.
  19. \$5,330.00 to Statewide Financing, Inc. (pg #13 & 14) for fencing installation at Meadowview Ballfield. Project #23027.
  20. \$209,740.91 to Stella & Chewy's LLC (pg #14) for TIF 8 payment per Development Agreement.
  21. \$16,875.00 to Tyler Technologies, Inc. (pg #15) for consulting services.
  22. \$56,334.89 to US Bank (pgs #17 - 28) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
  23. \$14,514.34 to WE Energies (pgs #2 & 15) for street lighting, electricity & natural gas.
  24. \$11,650.68 to WI Court Fines & Surcharges (pg #15) for January court fines.
  25. \$26,716.51 to WI Dept. of Transportation (pg #15) for construction services relating to West Drexel Ave. Project #21017.

Options/Alternatives: None

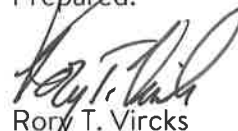
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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Rory T. Vircks  
Staff Accountant

Fiscal Review:



Maxwell Gagrin, MPA  
Assistant City Administrator/Comptroller



Kristina Strmsek  
Assistant Controller

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Attachments: 02/15/2023 Invoice GL Distribution Report