



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

**COMMON COUNCIL MEETING AGENDA**  
**OCTOBER 17, 2023**  
**7:00 P.M.**

Daniel Bukiewicz - Mayor  
Steven Kurkowski – 1<sup>st</sup> District  
Greg Loreck – 2<sup>nd</sup> District  
James Ruetz – 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: 10/3/23.

**Recognition**

4. **Resolution:** Consider Resolution No. 12437-101723, a Resolution of Appreciation to Robert A. Carter, retiring Police Sergeant (by Committee of the Whole).
5. **Mayoral Proclamation:** Lung Cancer Awareness Month, November 2023.
6. **Mayoral Proclamation:** Historic Evangelical Lutheran Emanuel Cemetery

**New Business**

7. **Motion:** Consider a motion to concur with the Mayor's (re) appointment as follows:

Board of Health – 3-year term to expire 10/2026  
Richard Barribeau -960 Elm Road, Oak Creek, Wisconsin

**POLICE**

8. **Motion:** Consider a motion to approve a Memorandum of Understanding (MOU) between the City of Oak Creek and the Oak Creek Professional Police Officers Association (OCPPA) regarding Article 9 and Article 10 of the Labor Agreement (by Committee of the Whole).

**FIRE**

9. **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 Article 16 of the Labor Agreement (by Committee of the Whole).

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>.

## **ENGINEERING**

10. **Resolution:** Consider Resolution No. 12438-101723, a resolution approving the State/Municipal Financial Agreement for sidewalk construction with the Department of Transportation State-let roadway rehabilitation project located on S. 27<sup>th</sup> Street.
11. **Resolution:** Consider Resolution No. 12439-101723, a resolution approving the State/ Municipal Maintenance Agreement upon completion of the State-let roadway rehabilitation project located on S. 27<sup>th</sup> Street.

## **TREASURER**

12. **Motion:** Consider a motion to designate Tri City National Bank as the City's depository for banking services, for a three-year (3) period, with the option to renew for two (2) additional three-year (3) periods, and to authorize the appropriate City officials to execute such contract agreement effective November 15, 2023 (by Committee of the Whole).

## **LICENSE COMMITTEE**

13. **Motion:** Consider a motion to approve the various license requests as listed on the 10/19/23 License Committee Report (by Committee of the Whole).

## **VENDOR SUMMARY**

14. **Motion:** Consider a motion to approve the October 11, 2023 Vendor Summary Report in the amount of \$1,943,642.38 (by Committee of the Whole).

## **MISCELLANEOUS**

15. **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 consider employment, promotion, compensation, or performance evaluation data of the Assistant City Administrator/Comptroller, City Engineer, Assistant Comptroller, Senior Planner, and Communications Coordinator.
16. **Motion:** Consider a motion to reconvene into open session.
17. **Motion:** Consider a motion to take action, if required.

## **Adjournment.**

### **Public Notice**

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

RESOLUTION NO. 12437-101723  
BY: COMMITTEE AS A WHOLE

RESOLUTION OF APPRECIATION  
TO  
ROBERT A. CARTER

WHEREAS, Robert A. Carter began his employment with the City of Oak Creek on May 27, 1997, as a full-time Police Officer; and

WHEREAS, during his twenty-six years and three months of service, Robert A. Carter has been an integral part of the Police Department, serving as a patrol officer early in his career, serving as Acting Sergeant on April 23, 2010 until he was promoted to the rank of Sergeant on February 24, 2011; and

WHEREAS, Robert A. Carter has been a valuable employee during his years of dedicated service with the Oak Creek Police Department, always striving to enhance the quality of life for the citizens of the City; and has been a model teammate for those he has worked with, being well known for his work ethic, his dedication to the department, and his leadership; and

WHEREAS, Robert A. Carter received eighteen combined Departmental Acknowledgements and Awards. Most notably are the Lifesaving Award in 2004 from his actions in 1998 where he saved an infant by using CPR as the infant was no longer breathing, Award of Excellence in 2006 for his work as one of our first full-time undercover drug unit officers, and three more Awards of Excellence for his work on our Use of Force Unit, our Emergency Response Unit and Honor Guard Unit; all of which have impacted both the Oak Creek Police Department and the community as a whole; and

WHEREAS, Robert A. Carter served with honor, passion and dedication on several sub-units of the Oak Creek Police Department: Emergency Response Team, Use of Force Unit, Honor Guard Unit, Drug Unit, and Career Survival Unit. Through Robert A. Carter's tenacity, leadership and dedication, the Oak Creek Police Department is more prepared, capable, and ready to serve the citizens of Oak Creek; and

WHEREAS, for fifteen years Robert A. Carter served as a member of the Emergency Response Unit; achieving the rank of Master Operator and serving as an Assistant Team Leader and Team Leader for eight years; and

WHEREAS, Robert A. Carter was one of our first full-time undercover Drug Unit officers from 2003 through 2005; developing and creating the unit into what it has become today; all while setting the bar for what was expected of those who wanted to be in the Drug Unit; and

WHEREAS, Robert A. Carter was a member of our Use of Force Training Unit for twelve years. During this time, he attained several instructor certifications. He worked countless hours as a trainer, and supervisor of the Training Unit to ensure its success and that everyone was properly prepared to handle anything they encountered on patrol; furthermore, he has been a role model and mentor for all of the trainers; and

WHEREAS, Robert A. Carter is retiring from the Oak Creek Police Department after completing twenty-six years and three months of full-time service to the City of Oak Creek.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek, for and on behalf of the citizens of the City of Oak Creek, that sincere gratitude and appreciation be extended to Robert A. Carter for his years of professional, dedicated and faithful service to the City of Oak Creek and the Police Department, and that the best wishes for good health and happiness be extended to Robert A. Carter and his family for future years.

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

Passed and adopted this 17<sup>th</sup> day of October, 2023.

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

Approved this 17<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
Mayor, City of Oak Creek

ATTEST:

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

Vote: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

**MAYORAL PROCLAMATION**

**LUNG CANCER AWARENESS MONTH, NOVEMBER 2023**

Whereas, lung cancer is the leading cause of cancer death among men and women in the United States and in Wisconsin in 2023, accounted for more deaths than colon cancer, breast cancer, and prostate cancer combined; and

Whereas, according to the Centers for Disease Control, between 2016 and 2020, there were 3,470 new cases of Lung and Bronchus cancer reported in Milwaukee County, with 2,084 of those cases resulting in death; and

Whereas, lung cancer is difficult to identify, with many individuals not experiencing symptoms until it has reached an advanced stage, and for that reason, yearly lung cancer screenings are recommended for those who have a history of smoking, or having quit in the previous 15 years; and

Whereas, screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large randomized trial; and

Whereas, women diagnosed with lung cancer are more likely to be younger and never-smokers, lung cancer incidence and mortality rates in women are rising relative to men, more women die from lung cancer than breast cancer every year and by 2035, it is expected that more women will die from lung cancer than men;

Whereas, organizations working in the Oak Creek community, such as the American Lung Cancer Screening Initiative and Women’s Lung Cancer Forum, are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates in Oak Creek; and

Therefore, I, Daniel J. Bukiewicz, Mayor for the City of Oak Creek, do hereby proclaim November 2023 as Lung Cancer Awareness Month in the City of Oak Creek, and recognize the need for research in lung cancer affecting women and lung cancer health disparities, and encourage all citizens, to learn about lung cancer and early detection through lung cancer screening.

Dated this 17<sup>th</sup> day of October 2023.

ATTEST:

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

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

**Mayoral Proclamation  
Historic Evangelical Lutheran Emanuel Cemetery**

WHEREAS, the Evangelical Lutheran Emanuel Cemetery is located at the address of 10870 S. Chicago Road in the City of Oak Creek, Wisconsin; and

WHEREAS, on August 31, 2001 the Wisconsin Historical Society added the Cemetery into the catalogue of burial sites in the State; and

WHEREAS, in 2001 Margaret Berres, Curator, Oak Creek Historical Society, led a team to research the abandoned cemetery. The team made up of 15 volunteers that included Oak Creek High School students, and Boy Scout Troop 316. The team cleared weeds, bushes and trees discovering new burials on that day after nearly a century of neglect; and

WHEREAS, in 2001 Nicholas Mersenski earned his Eagle Scout Service Project Award which included plan views of the entire cemetery, field notes taken during the mapping, names and dates as transcribed from the headstones, and the GPS coordinates for each grid mapped; and

WHEREAS, Henry and Bertha Rode were the original owners of the cemetery land. They deeded the cemetery parcel to the Evangelical Lutheran Emanuel Congregation in 1871. The Rode's have three known children in the cemetery; Gustave, Heinrich, and Carl Rode; and

WHEREAS, there are two Civil War Veterans located in the cemetery, Private Frank Wilke and Private William Miller. There are 18 known burials and others unknown who rest in unmarked graves; and

WHEREAS; on October 8, 2023 a ceremony was held at the cemetery to honor all those buried with a plaque erected by the City of Oak Creek, in which many attended, including family members of the buried; and

WHEREAS, I, Daniel J. Bukiewicz, do hereby recognize the Historic Evangelical Lutheran Emmanuel Cemetery and dedicate a plaque to the memory of those who lay in rest; and

NOW, THEREFORE, BE IT RESOLVED, that I urge all citizens to join with the Oak Creek Community in recognizing this Historical Cemetery in the City of Oak Creek.

Dated this 17<sup>th</sup> of October, 2023.

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

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



Item No.

## COMMON COUNCIL REPORT

**Item:** Memorandum of Understanding (MOU) between the City of Oak Creek and the Oak Creek Professional Police Officers Association (OCPPA) regarding Article 9 (Wages) and Article 10 (Hours of Work) 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 Oak Creek Professional Police Officers Association(OCPPA) regarding Article 9 (Wages) and Article 10 (Hours of Work) of the Labor Agreement.

**Fiscal Impact:** There is an annual savings of \$5,258.10 if the Common Council approves the MOU.

- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe & Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** In late 2022, it came to our attention that the Training Officer position was now making more, as a base rate with fringe benefits, than our Sergeants. This was inadvertently done when the gun allowance was rolled into the Sergeant's base wages, but the OCPPA collective bargaining agreement (CBA) also gives the represented employees a "gun allowance", an additional 2% of their base rate. This compounded the wage compression issues already in place between represented and non-represented employees.

Upon researching this, we could not simply change the Training Officer's wages as it was previously grieved in 2009 by the OCPPA and a settlement was reached with the City in 2011. The grievance settlement agreement set the wages for the Training Officer at the wages of a Sergeant. It was further discussed among City Administration for Chief Stecker to approach the OCPPA to see if there was a way to resolve this matter before the next Training Officer recruitment occurs in 2024.


Chief Stecker and OCPPA representatives met to discuss the issues and ultimately the Chief's ability to fill this position with staff of his choosing, including non-represented employees, such as the Sergeants. Both sides came to an agreement as outlined by the MOU to make the Training Officer a represented position moving forward, but at the wages of a Detective, as that position is the most like the job of the Training Officer. This change will take affect with the next Training Officer in mid-2024.

On October 11, 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 to have the Training Officer position paid at a rate higher than that of the non-represented supervisors who supervise this position.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



David Stecker  
Police Chief

Fiscal Review:



Maxwell Gaglin, MPA  
Assistant City Administrator / Comptroller

Reviewed:



Toni Vanderboom, PHR  
Human Resources Manager

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Attachments:

- MOU adding to Article 9 (Wages) and Article 10 (Hours of Work) to the OCPPA Labor Agreement

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF OAK CREEK  
AND  
THE OAK CREEK PROFESSIONAL POLICE OFFICER'S ASSOCIATION**

Pursuant to an agreement reached between the City of Oak Creek ("the City") and the Oak Creek Professional Police Association ("Union"), the following agreement outlines the wages (Article 9) and hours of work (Article 10) of the Training Officer, a temporary assignment per the Labor Agreement:

Article 9 Wages

A. 8. Training Officer: The pay rate for a Training Officer shall be the same as the pay rate for the detectives.

*and*

Article 10 Hours of Work

The hours of work for the Police employees (other than those employees listed in Subsection D and E below) covered under this Agreement shall hereinafter be set forth as:

\* \* \*

E. Training Officer: The training officer shall work eight (8) hour shifts per day with five (5) days on duty followed by two (2) days off duty subject to the Police Chief's authority to change the shift times with a twenty-one (21) day notice or in emergency situations with less than a 24-hour notice.

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 - [*current CBA Article 10(E) moves to Article 10(F) and current Article 10(F) moves to Article 10(G)*].



**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding on the date set forth below.

**City of Oak Creek**

**Oak Creek Professional Police Officer's Association**

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David Stecker  
Chief of Police

Date

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Walter Pendzich  
President, OCPPA

Date



Item No.

## COMMON COUNCIL REPORT

**Item:** Memorandum of Understanding (MOU) between the City of Oak Creek and the International Association of Firefighters (IAFF) – Local 1848 regarding Article 16 (Fire Inspector) 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 Article 16 (Fire Inspector) of the Labor Agreement

**Fiscal Impact:** The cost of implementing the position identified in the MOU, based on 2024 wages and fringe benefits, will be \$10,670-\$11,204.

- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe & Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** The responsibilities of the Fire Inspector have changed substantially over the last seven years. This position interacts with the public on a daily basis, providing prevention and fire safety services throughout the community. They are expected to maintain a high level of professionalism, have an extensive knowledge of fire codes, be able to correctly apply those codes, and be adept during stressful interactions with our customers. Additionally, they may be called upon to provide supervision and guidance in prevention matters to part-time inspectors or line Firefighters assigned to inspection duties.

On August 23, 2023, Chief Kressuk met with the Personnel and Finance Committee to discuss a plan to convert the existing Fire Inspector position to the promoted position of Administrative Lieutenant Of Prevention. In the past, the Fire Inspector position was typically filled by a Firefighter; the conversion of this position to the rank of Lieutenant better encompasses the expanded roles on responsibilities of the position.

On October 11, 2023, the Personnel & Finance Committee met to review the proposed MOU and unanimously recommended the Common Council approve the MOU as drafted. If approved by the Common Council, the Fire Department anticipates implementation of the new position on January 1, 2024.

**Options/Alternatives:** The Common Council could choose to not approve the MOU and we would enforce the current Fire Inspector language as identified in Article 16 of the Labor Agreement.

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Michael Kressuk, Jr  
Chief

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Reviewed:



Toni Vanderboom, PHR  
Human Resources Manager

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Attachments:

- MOU to Revise Article 16 of the IAFF - Local 1848 2021-2024 Labor Agreement

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

Pursuant to an agreement reached between the City of Oak Creek (“the City”) and the International Association of Firefighters – Local 1848 (“Union”), the following agreement classifies one Fire Inspector position as a promoted Lieutenant under the Labor Agreement:

1. Article 16 of the Labor Agreement will remain in effect with an addition to Article 16A which will be modified as follows:
  - A. Fire Inspector.
    1. Assignment as Fire Inspector: In the absence of employees who volunteer for the assignment, employees hired after July 1, 2000, can be assigned to the inspector position for one-year periods every five (5) years not to exceed two different assignments during the term of employment. If more than one employee signs up for the position, the department officers will recommend to the Chief the most suitable appointee. The following shall be the wages, hours and conditions of employment of the 40-hour week fire inspector.
      2. When the City elects to have a Lieutenant of Fire Inspection, a promotional process will occur in accordance with Article 9 of the Labor Agreement. The member selected from the ranked eligibility list will be assigned to the Lieutenant position for a minimum commitment of 3 years. The 3-year commitment may be extended by mutual agreement. In the event the member voluntarily vacates the position, the member will return to their rank prior to the promotion to the Inspection Bureau.
2. Compensation and the conversion table of benefits will be consistent with the existing appendix portion of the Labor Agreement.
3. A Lieutenant promoted specifically to a position with the Fire Prevention Bureau does not share the rank authority outside of the Fire Prevention Bureau’s activities unless they are assigned in an acting capacity to a shift officer position under the established practice.
4. The Fire Prevention Lieutenant will not be eligible for daily staffing/operational overtime. This position will be eligible for inspection-related, public relations, and public education overtime opportunities.
5. The Member is allowed to take part in any promotional process through the duration of their time in the position of Inspection Lieutenant.

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 WHEREOF**, the parties hereto have executed this Memorandum of Understanding on the date set forth below.

**City of Oak Creek**

**International Association of Firefighters –  
Local 1848**

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Michael Kressuk  
Fire Chief

Date

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Jerry Biggart  
President, IAFF – Local 1848

Date



Meeting Date: October 17, 2023

Item No.

### COMMON COUNCIL REPORT

**Item:** STH 241 (S. 27<sup>th</sup> Street) Sidewalk State/Municipal Financial Agreement

**Recommendation:** That the Common Council adopts Resolution No. 12438-101723, a resolution approving the State/Municipal Financial Agreement for sidewalk to be constructed with the Wisconsin Department of Transportation State-let roadway rehabilitation project located on S. 27<sup>th</sup> Street from W. Elm Road to W. Villa Drive. (2<sup>nd</sup>, 5<sup>th</sup>, and 6<sup>th</sup> Districts).

**Fiscal Impact:** The City would be responsible for 20% of sidewalk construction costs (approximately \$97,000) and 20% of the real estate acquisition costs (approximately \$40,000).

- Critical Success Factor(s):**
- Active, Vibrant, and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe, and Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** The Wisconsin Department of Transportation (WisDOT) is in the preliminary design phase for the rehabilitation of S. 27<sup>th</sup> Street / STH 241 from W. Elm Road to W. Villa Drive. As part of WisDOT's project, they are evaluating locations where it is feasible to place sidewalks. Currently sidewalk is being proposed along the east side of S. 27<sup>th</sup> Street from Hwy 100 to Grays Lane and from Honadel Boulevard to the existing sidewalk at Villa Drive.

The State/Municipal Financial Agreement outlines that the municipality agrees to pay for 20% of sidewalk construction costs (approximately \$97,000) and 20% of the real estate acquisition costs (approximately \$40,000) required to construct the sidewalk. Construction is currently scheduled for 2026.

**Options/Alternatives:** The alternative is to not adopt the Resolution, with the potential that the action could negatively affect WisDOT's intentions to proceed with the project and the City passing on 80% of the sidewalk construction and real estate costs to be funded by WisDOT.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Fiscal Review:

Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Prepared:

Ashley Kiepczynski, PE  
Assistant City Engineer

Approved:

Matthew J. Sullivan, PE  
City Engineer

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Attachments: State Municipal Agreement (Financial), Resolution 12438-101723

**RESOLUTION NO. 12438-101723**

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

**RESOLUTION APPROVING THE STATE/MUNICIPAL FINANCIAL AGREEMENT (SMA)  
FOR A STATE-LET HIGHWAY PROJECT ALONG STH 241 (S. 27<sup>TH</sup> STREET)  
FROM W. ELM ROAD TO W. VILLA DRIVE**

**(2<sup>nd</sup>, 5<sup>th</sup>, and 6<sup>th</sup> ALDERMANIC DISTRICTS)**

WHEREAS, Wisconsin Department of Transportation is planning to rehabilitate STH 241 (S. 27<sup>th</sup> Street) from W. Elm Road to W. Villa Drive; and,

WHEREAS, the City of Oak Creek (City) and the State (WisDOT) are entering into a State/ Municipal Financial Agreement (SMA) for cost sharing of the construction of sidewalk along the east side of S. 27<sup>th</sup> Street from Hwy 100 to W. Grays Lane and from Honadel Boulevard to W. Villa Drive, and;

WHEREAS, the SMA provides that WisDOT will pay 80% of the construction and real estate acquisition costs for sidewalk, and;

WHEREAS, the SMA provides that the City will pay the remaining 20% of the construction and real estate acquisition costs for sidewalk, and;

WHEREAS, Construction is scheduled for 2026.

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17<sup>th</sup> day of October, 2023.

Passed and adopted this 17<sup>th</sup> day of October, 2023.

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

Approved this 17<sup>th</sup> day of October, 2023.

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

ATTEST:

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

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





**STATE/MUNICIPAL FINANCIAL  
AGREEMENT FOR A STATE- LET  
HIGHWAY PROJECT**

Date: August 22, 2023  
 I.D.:2265-09-01/24/71  
 Road Name: STH 241  
 Title: OAK CREEK – MILWAUKEE  
 Limits: W ELM ROAD TO W VILLA DRIVE  
 County: Milwaukee  
 Roadway Length: 3.3 miles

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

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

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** Improvement

**Proposed Improvement - Nature of work:** As determined by project scoping.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 1,150,000	\$ 1,150,000	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 200,000	\$ 160,000	80%	\$ 40,000	20%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
Construction: Participating	\$ 14,375,500	\$ 14,375,500	100%	\$ -	0%
Sidewalk	\$ 460,000	\$ 368,000	80%	\$ 92,000	20%
Non-Participating	\$ 5,000	\$ -	0%	\$ 5,000	100%
<b>Total Cost Distribution</b>	<b>\$ 16,190,500</b>	<b>\$ 16,053,500</b>		<b>\$ 137,000</b>	

1 Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [4]); is made by the undersigned under proper authority to make such request

for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement. and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the <b>City of Oak Creek</b> (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the <b>State</b> (please sign in blue ink)	
Name <b>Tony Barth</b>	Title <b>WisDOT SERegion Planning Chief</b>
Signature	Date

**TERMS AND CONDITIONS:**

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it’s constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
  - (f) Parking lane costs.
  - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
- (a) Funding for preliminary engineering 100% State
  - (b) Funding for real estate required for standard roadway construction, 100% State. Real estate needed for sidewalk installation is 80% State 20% Municipal.
  - (c) Funding for compensable utilities required for standard roadway construction, 100% Municipal
  - (d) Funding for construction of standard roadway items – 100% State.
  - (e) Funding for new sidewalk, 80% State 20% Municipality.
  - (f) Funding for non-participating items 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated

or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



Meeting Date: October 17, 2023

Item No.

## COMMON COUNCIL REPORT

**Item:** STH 241 (S. 27<sup>th</sup> Street) State/Municipal Maintenance Agreement

**Recommendation:** That the Common Council adopts Resolution No. 12439-101723, a resolution approving the State/Municipal Maintenance Agreement (SMA) upon completion of the Wisconsin Department of Transportation State-let rehabilitation project along STH 241 (S. 27<sup>th</sup> Street) from W. Elm Road to W. Villa Drive. (2<sup>nd</sup>, 5<sup>th</sup>, and 6<sup>th</sup> Districts).

**Fiscal Impact:** None at this time. There will be the standard on-going costs that go along with owning and maintaining city sidewalks and public infrastructure.

- Critical Success Factor(s):**
- Active, Vibrant, and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe, and Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** The Wisconsin Department of Transportation (WisDOT) is in the preliminary design phase for the rehabilitation of STH 241 (S. 27<sup>th</sup> Street) from W. Elm Road to W. Villa Drive. As part of WisDOT's project, they are evaluating locations where it is feasible to place sidewalks. Currently sidewalk is being proposed along the east side of S. 27<sup>th</sup> Street from Hwy 100 to Grays Lane and from Honadel Boulevard to the existing sidewalk at Villa Drive.

City maintenance of the sidewalk would involve standard repair of cracks and other trip hazards. Maintenance related to snow and ice removal would consist of City enforcement of Municipal Code Section 6.24 requiring the adjacent property owners to clear the sidewalks along their property frontages. As part of the Maintenance Agreement, the City will be responsible for maintaining the crosswalk pavement markings at the intersection of S. 27<sup>th</sup> Street and W. Southland Drive, and all portions within the specified limits of the SMA that lie within the City's jurisdiction for such maintenance through statutory requirements. Franklin will be entering into a similar SMA with WisDOT.

**Options/Alternatives:** The alternative is to not adopt the Resolution, with the potential that the action could negatively affect WisDOT's intentions to proceed with the project.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

*Ashley Kiepczynski*  
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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Attachments: State/Municipal Maintenance Agreement, Resolution 12439-101723

**RESOLUTION NO. 12439-101723**

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

**RESOLUTION APPROVING THE STATE/MUNICIPAL MAINTENANCE AGREEMENT (SMA)  
FOR A STATE-LET HIGHWAY PROJECT ALONG STH 241 (S. 27<sup>TH</sup> STREET)  
FROM W. ELM ROAD TO W. VILLA DRIVE**

**(2<sup>nd</sup>, 5<sup>th</sup>, and 6<sup>th</sup> ALDERMANIC DISTRICTS)**

WHEREAS, Wisconsin Department of Transportation is planning to rehabilitate STH 241 (S. 27<sup>th</sup> Street) from W. Elm Road to W. Villa Drive; and,

WHEREAS, the City of Oak Creek (City) and the State (WisDOT) are entering into a State/Municipal Maintenance Agreement (SMA) for maintenance and ownership of sidewalk along the east side of S. 27<sup>th</sup> Street from Hwy 100 to W. Grays Lane and from Honadel Boulevard to W. Villa Drive, and;

WHEREAS, the City of Oak Creek (City) shall at its own cost and expense maintain all portions within the specified limits of the State/Municipal Maintenance Agreement (SMA) that lie within the jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State (WisDOT) and;

WHEREAS, Construction is scheduled for 2026.

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17<sup>th</sup> day of October, 2023.

Passed and adopted this 17<sup>th</sup> day of October, 2023.

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

Approved this 17<sup>th</sup> day of October, 2023.

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

ATTEST:

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

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



**STATE/MUNICIPAL  
MAINTENANCE  
AGREEMENT**

Date: August 22, 2023  
ID: 2265-09-71  
Road Name: STH 241  
Limits: W Elm Road to W Villa Drive  
County: Milwaukee

The signatory **City of Oak Creek**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

**DESCRIPTION OF FACILITY:**

**Facility description upon completion of State project – As determined by project ID 2265-09-71**

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for project 2265-09-71. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signatures certify the content has not been altered by the municipality.  
Signed for and in behalf of the **City of Oak Creek** (Please sign in blue ink)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (Please sign in blue ink)

Name Brian Roper

Title WisDOT SE Region Maintenance Chief

Signature

Date

**TERMS AND CONDITIONS:**



1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
  - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
    1. Signalized intersections at: STH 241 and W Oakwood Rd, Ryan Rd (STH 100), W Puetz Rd and W Drexel Ave.
  - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
  - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
  - (a) Maintain all items outside, and under, the travel way to include, but not limited to, curb and gutter, drainage facilities, sidewalks, pedestrian refuge islands.
  - (b) Remove snow and ice from sidewalks, and pedestrian refuge islands.
  - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.
  - (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility including, but not limited to, annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning castings, grates, grit covers, risers, covers and frames; repair top slabs along with bottom and walls of basins. Routine mortar repairs such as tuck pointing and plastering to the inlets, catch basins, and manholes
  - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system.
    - i. The Municipality shall obtain a permit from the State.
    - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
    - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
  - (f) Maintain clear right-of-way of all encroachments.
  - (g) Maintain crosswalk pavement markings at unsignalized intersections and mid-block crossings in accordance with the signing and marking agreement if completed as part of this project, refer to attachment A.
  - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, etc.) in accordance with the signing and marking agreement if completed as part of this project.

(i) Maintain and accept responsibility for the following as applicable to this agreement:

1. Structures: clearance of snow and/or ice from the sidewalk on the structure.
  2. Curb & gutter: surface repair
  3. Grass: mowing, repair tire ruts in turf, weed control, litter removal.
  4. Other (please identify) Utilities (water or sanitary)
4. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
  5. This agreement does not remove the current municipal maintenance responsibility.
  6. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
  7. Upon completion of construction project, 2265-09-71, the Municipality will assume all afore mentioned maintenance responsibilities.



# APPLICATION/PERMIT FOR PEDESTRIAN CROSSWALK MARKING

Wisconsin Department of Transportation  
DT2136 12/2017 s.86.07(2) Wis. Stats.

When approved, this permit documents the terms and conditions for use by the Municipality for installation and/or maintenance of pedestrian crosswalk marking on highways under the jurisdiction of the Wisconsin Department of Transportation. The applicant must obtain this approved permit prior to marking the crosswalk.

Submit the completed application to the WisDOT Regional Office that has maintenance jurisdiction of the state trunk highway in the county where the crossing will be located. A single application will be made for each intersection or mid-block crossing. Multiple crossings at an intersection may require a separate detail for each crossing.


Applicant – Municipality City of Oak Creek		County Milwaukee	
Mailing Address 8040 South 6 <sup>th</sup> Street Oak Creek, WI 53154		(Area Code) Telephone Number 414.766.7038	
		(Area Code) FAX Number	
Type of Project <input checked="" type="checkbox"/> Improvement Project Agreement <input type="checkbox"/> Maintenance Permit <input type="checkbox"/> Retrofit Agreement		Project ID <input checked="" type="checkbox"/> Yes, Project # <u>2265-09-01/71</u> <input type="checkbox"/> No <input type="checkbox"/> N/A	
Location: On Highway – Direction STH 241		At Intersecting Street W Southland Drive	Or (If not at intersection) Distance    ft. from Intersecting Street
Type of Crosswalk Marking Design / Dimensions <input type="checkbox"/> Minimum standard, 6" lines, 6' gap <input checked="" type="checkbox"/> Other (attach detail & reason)	Material <input type="checkbox"/> Paint <input checked="" type="checkbox"/> Epoxy <input type="checkbox"/> Preformed Plastic <input type="checkbox"/> Preformed Thermoplastic <input type="checkbox"/> Other, (specify):	Speed Limit  45 mph	School Speed Zone  N/A mph
Operational Features <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Curb Ramps at Sidewalks at Location <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Signalized Intersection <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Pedestrian Indications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Meets ADA Requirements <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Pedestrian Crossing Flags at Location		Pedestrian Count N/A	School Crossing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		List supplemental signing to be used Pedestrian crossing signs	
Reasons for Crosswalks Connect proposed sidewalk on west (Franklin) and east (City of Oak Creek) sides of highway. Block crosswalk requested because of pedestrian fatality.			

### Crosswalk Marking Installation Conditions

1. WisDOT's Policy for *Crosswalk Marking* is made a part of this permit agreement. By entering into this agreement, the Municipality agrees to the terms and cost arrangements in this policy document.
2. The design, installation and operation shall comply with Chapter 3 of the Wisconsin Manual of Uniform Traffic Control Devices.
3. During the installation and/or maintenance, the permittee shall follow all pertinent provisions for work zone traffic control as provided in Part 6 of the Wisconsin Manual of Uniform Traffic Control Devices.
4. The permittee shall coordinate the installation with the WisDOT Regional Office and other right-of-way users (i.e., utilities, adjacent property owners, etc.).
5. The permittee shall repair any damage to the pavement and/or right-of-way caused by installation or maintenance of equipment. Failure to do so promptly will result in permit revocation.
6. The permittee shall notify WisDOT after layout of the authorized work has been completed, but prior to the installation of any markings.
7. Permitted facilities shall be located as defined within this permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the applicant to such extent as the WisDOT Regional Office may specify.
8. The permittee should be aware that future upgrading of the highway will remove the permitted crosswalk. A future permit will be needed to replace the crosswalk.


It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and permit requirements of other jurisdictional agencies. The applicant shall also comply with all permit conditions, superimposed notes, and detail drawings, which may be added by WisDOT. Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit.

The undersigned certifies that he/she is authorized to sign this application on behalf of the named unit of government.

<b>X</b> 	City Engineer	7-17-2023
(Authorized Representative)	(Title)	(Date – m/d/yyyy)

### Approved for the Wisconsin Department of Transportation

Permit Number = Region (NC, NE, NW, SE, or SW) – County Number – Three-digit, consecutive permit number

Permit Number <b>SE – 40 – 042</b>	<b>X</b> 	<u>262-548-6892</u>	<u>7/17/2023</u>
	(Regional Authorized Representative)	(Area Code – Telephone Number)	(Date – m/d/yyyy)

## APPLICATION/PERMIT FOR PEDESTRIAN CROSSWALK MARKING (continued)

Wisconsin Department of Transportation DT2136

### INDEMNIFICATION

The Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.



**TYPICAL PAVEMENT MARKING FOR MID-BLOCK CROSSWALK**

LADDER BAR CROSSWALKS SHOULD ONLY BE USED FOR MID BLOCK CROSSINGS. USE 2- 5" TRANSVERSE LINES INSTEAD.

Marking Crosswalk (material) Transverse Line 6-inch  
 Marking Crosswalk (material) Block Style 24-inch

LEGEND			
[Symbol]	MILL AND OVERLAY	(A)	REMOVING CURB
[Symbol]	UNPAVED SHOULDER	(B)	CONCRETE CURB AND GUTTER 36-INCH
[Symbol]	PROPOSED TIE	(C)	CONCRETE CURB AND GUTTER SLOPED 36-INCH
[Symbol]	PROPOSED R/W	(D)	CONCRETE CURB AND GUTTER SLOPED 36-INCH
[Symbol]	SAWCUT	(2)	CURB RAMP TYPE 2
[Symbol]	CONCRETE SIDEWALK 5-INCH	(3)	CURB RAMP TYPE 3
[Symbol]	REMOVE AND REPLACE CONCRETE DRIVEWAY	(5)	CURB RAMP TYPE 5
[Symbol]	REMOVE AND REPLACE ASPHALTIC SURFACE DRIVEWAY		





# COMMON COUNCIL REPORT

**Item:** Tri City National Bank Banking Services Contract Extension

**Recommendation:** That the Common Council approve a three-year renewal with Tri City National Bank as the City’s depository for banking services, and authorize the City Treasurer to sign the letter of agreement effective November 15, 2023 through November 15, 2026.

**Fiscal Impact:** The fee structure has been updated with the renewal proposal to increase a few of the processing fees. The total impact to the City is estimated at an increase of \$2,400 yearly. Fees have remained constant since prior to 2017.

- Critical Success Factor(s):**
- Active, Vibrant, and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe, and Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** On October 3, 2017, the Common Council designated Tri City National Bank as the City's depository for banking services for an initial three-year period, with the option to renew for two additional three-year extensions. The City utilized the first three-year extension on June 2, 2020. The current term expires on November 15, 2023. Tri City National Bank has provided a proposal letter to extend services, with a slight increase in fees, through November 15, 2026.

Tri City National Bank provides excellent banking services and automated processing of property tax payments at their four Oak Creek branches and through a lock box. The minimal fee increases are still lower than comparable proposals received during the RFP that was issued in 2017, and Tri City has not increased their fees during the contract period of 2017 through 2023.

The other change proposed is a modification to how interest is earned in our account. Currently, the City earns monthly interest on all bank accounts in the form of an earnings credit, and the fees are netted out as analyzed charges. The City then receives one lump sum analyzed credit in the General Fund account. The City is the only customer at the bank still receiving this analyzed credit. In the proposal, the General Fund will be the only account that will receive interest based on the Fed Funds rate, and it will be posted on the last day of the month. The fees will be charged separately on the 15<sup>th</sup> of the following month. The two accounts that would be impacted by this change are the tax collection accounts. The City can mitigate the potential loss of interest by adjusting internal processes so tax collection dollars are funneled through the General Fund account to ensure that interest earnings are captured.

There are two other items that are included in the proposal, but they are for products that are not currently available. These two items are for an off-balance sheet sweep account, and a letter of credit to collateralize our deposits. Once further information is gathered and the products are available, it will be presented to this Committee for further discussion. The renewal can be approved without agreeing to these two items.

**Options/Alternatives:** Council could direct staff to issue an Request For Proposal for banking services instead of proceeding with a three-year contract extension for with Tri City National Bank.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Sara Kawczynski  
City Treasurer

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

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Attachments: Tri City National Bank Three-Year Contract Extension Proposal

# TriCity National Bank

September 20th, 2023

Sara L Kawczynski  
City Treasurer  
City of Oak Creek  
8040 S 6<sup>th</sup> St  
Oak Creek, WI 53154

Tri City National Bank would be pleased to offer an extension of the existing 2017 banking services contract for an additional three years beginning November 15th, 2023 with the following modifications.

### **Property Tax Collections**

Tri City will charge the City \$1.50 per bill for all property tax bills paid at the Tri City Oak Creek branches. Currently, the City is charged \$1.00 per bill collected at the branch. Tri City will charge the City \$1.00 per bill for all property tax bills collected at the Tri City Lockbox. Currently, the City is charged \$.50 per bill collected at the Tri City Lockbox.

### **Checks/Debits**

Tri City will charge \$.15 per check/debit/ACH withdrawal issued by the City. The current charge is \$.10 per check/debit/ACH withdrawal.

### **Deposits**

Tri City will charge \$.25 per ACH deposit made by the City. The current charge is \$.20 per ACH deposit.

### **ACH Returns**

Tri City will charge \$5.00 per ACH return. The City is not currently being charged for ACH returns.

### **TriDATA Monthly Fee.**

Tri City will charge \$69.95 for the TriDATA Business Online Banking monthly fee. The current charge is \$59.95 per month.

### **Interest Paid**

The City's general fund account will earn interest on the average monthly collected balances. The interest rate will be based on the Fed Funds rate as posted on the Federal Reserve website. Currently, the interest earned by all of the City's accounts are credited monthly into the general fund account net any fees assessed on the City's monthly account analysis. After this change, only the City's general fund account will earn interest and the interest will be credited monthly on the last business day of the month. The fees for the activity will be charged separately to the account by the 15<sup>th</sup> of the month.

**Further Review: Off-Balance Sheet Sweep and Collateralization of Accounts changes can be made after renewal date when both parties agree on terms.**

### **Off-Balance Sheet Sweep**

Currently, the City is wiring funds out to remain under collateral limits set by the Bank. This new off-balance sheet sweep product allows the City to keep balances at Tri City in excess of collateral limits. Tri City will set up an off-balance sheet sweep on the City's general fund account to an external money market fund. The money market fund will be 100% invested in Federal Government backed securities with a rate and structure similar to the Wisconsin Local Government Investment Pool (LGIP). All money over \$10,000,000 will be swept off Tri City's balance sheet into the money market account. The sweeps occur daily based on account activity.

### **Collateralization of Accounts**

To assist the City in managing the collateral pledged to secure deposit balances, Tri City will secure the City's deposit balances on its balance sheet using a letter of credit in favor of the City issued by the Federal Home Loan Bank of Chicago. The Federal Home Loan Bank system is a government sponsored entity that the banking system relies on for funding and other products. The Federal Home Loan Bank offers a letter of credit to secure municipal deposits. Wisconsin State law allows municipal deposits to be secured in this manner.



# TriCity National Bank

All other terms of the contract would remain the same for the extension.

Please let me know if you have any questions about this extension proposal.

Sincerely,



Brian Morrison  
Vice President  
Tri City National Bank  
414-266-4338  
b.morrison@tcnb.com



# COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 10/17/23 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$200.00 were collected.

- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe & Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:**

1. Grant an Operator's license to (favorable background reports received):
  - \* Cali R. McAndrews (BelAir Cantina)
  - \* James M. Wood (Target)

**Options/Alternatives:** None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Christa J. Miller CMC/WCMC  
Deputy City Clerk

Fiscal Review:

Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Attachments: none



# COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the October 11, 2023 Vendor Summary Report in the total of \$1,943,642.38.

**Fiscal Impact:** Total claims paid of \$1,943,642.38.

- Critical Success Factor(s):c**
- Active, Vibrant and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe & Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

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

1. \$5,000.00 to Abigail A. Waters (pg #1) for Health Department employee training and coaching.
2. \$5,001.00 to Buelow Vetter (pg #3) for legal services.
3. \$6,315.08 to CDW Government, Inc. (pg #3) for Informacast and Server SA.
4. \$16,087.50 to Core BTS, Inc. (pg #4) for Cisco renewal.
5. \$5,400.00 to Deluca and Tobin Cable Contractors (pg #15) for fiber expansion change order.
6. \$23,047.75 to E. H. Wolf & Sons, Inc. (pg #5) for fuel inventory.
7. \$1,267,064.10 to Edgerton Contractors, Inc. (pg #5) for work on Lakefront Bluff Stabilization and Peter Cooper Demo. Projects #23005 & #23006.
8. \$11,869.21 to Enterprise FM Trust (pg #6) for DPW vehicle lease monthly payment. Project #19024.
9. \$6,180.00 to Haskin & Karls (pg #7) for legal research relating to Lake Vista.
10. \$5,954.76 to Interstate Power Systems (pg #) for ATS upgrade. Project #17026.
11. \$13,054.20 to Kansas City Life Insurance Co. (pgs #8 - 9) for November disability insurance.
12. \$36,679.32 to M Squared Engineering (pg #10) for Safe Routes to School, 2022 Road Improvements, 13th St. Reconstruction, and engineering work. Projects #18021, #20028, #22003.
13. \$26,068.40 to MADACC (pg #10) for 4th quarter operating costs, capital projects & 2nd installment debt service.
14. \$153,652.72 to Oak Creek Water & Sewer Utility (pg #12) 2022 special assessments, 3rd quarter developer billings, and water/sewer quarterly fees. Project #21018.

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15. \$17,294.40 to Plunkett Raysich Architects, LLP (pg #) for professional services relating to Abendschein Park Pavilion. Project #22008.

16. \$9,365.33 to Roofing Consultants Ltd. (pg #15) for consulting on Civic Center masonry and window flashing. Project #23017.

17. \$6,305.47 to Securian Financial Group, Inc. (pg #15) for November employee life insurance.

18. \$16,875.00 to Tyler Technologies, Inc. (pg #17) for consulting services.

19. \$52,597.35 to US Bank (pgs #21 - 31) 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.

20. \$20,989.00 to US Marshals Service (pg #1) for seized money.

21. \$10,850.89 to WE Energies (pgs #29) for street lighting, electricity & natural gas.

22. \$9,648.22 to WI Court Fines & Surcharges (pg #18) for September court fines.

23. \$110,696.80 to WI Dept. of Transportation (pg #18) for construction services relating to 6th Street Bridge Design and Replacement and West Drexel Ave. Projects #19029, #21017, #23008.

**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

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Attachments: 10/11/2023 Invoice GL Distribution Report