



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

## COMMON COUNCIL MEETING AGENDA

AUGUST 20, 2024

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 driving the future of the south shore.*

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance.
3. Approval of Minutes: 7/16/24.

### Recognition

4. **Resolution:** Consider Resolution No. 12513-082024, a Resolution of Commendation to Jeff White, retiring Treatment Plant Operator (by Committee of the Whole).
5. **Proclamation:** Consider Proclamation No. 24-04, Congratulations to Catherine A. Roeske, 2023 Oak Creek Citizen of the Year (by Committee of the Whole).

### New Business

6. **Informational:** 2024 Mid-Year Budget Monitoring Report.
7. **Resolution:** Consider Resolution No. 12514-082024, approving the Purchase of 9060 S. 5<sup>th</sup> Avenue for the Purpose of Blight Elimination (4<sup>th</sup> District).
8. **Motion:** Consider a motion to approve the Tourism Commission Services Agreement (by Committee of the Whole).
9. **Motion:** Consider a motion to concur with the Mayor's reappointment of Jose Avila to the Board of Health for a 3-year term, expiring 9/2027 (by Committee of the Whole).

### FIRE

10. **Resolution:** Consider Resolution No. 12512-082024, approving the acceptance of the Assistance to Firefighters Grant (AFG) Award for the purchase of Self-Contained Breathing Apparatus (SCBA) (by Committee of the Whole).

Visit our website at [www.oakcreekwi.gov](http://www.oakcreekwi.gov) 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**

11. **Resolution:** Consider Resolution No. 12511-082024, establishing a determination of necessity for acquisition of lands for public street purposes, temporary easements for grading, authorizing negotiation for such acquisition, and authorizing condemnation if necessary (Project No. 22006) (2<sup>nd</sup> & 6<sup>th</sup> Districts).
12. **Ordinance:** Consider Ordinance No. 3108, creating Section 3.08 of the Municipal Code relating to Responsible Bidders (by Committee of the Whole).
13. **Ordinance:** Consider Ordinance No. 3109, relating to General Street Design Standards and to repeal and recreate Section 14.120(h)(1) and (2) of the Municipal Code (by Committee of the Whole).

## **LICENSE COMMITTEE**

14. **Motion:** Consider a motion to approve the various license requests as listed on the 8/20/24 License Committee Report (by Committee of the Whole).

## **VENDOR SUMMARY**

15. **Motion:** Consider a motion to approve the July 31, 2024 Vendor Summary Report in the amount of \$1,821,534.91 (by Committee of the Whole).
16. **Motion:** Consider a motion to approve the August 14, 2024 Vendor Summary Report in the amount of \$910,100.00 (by Committee of the Whole).

## **MISCELLANEOUS**

17. **Motion:** Consider a motion to convene into closed session pursuant to Wisconsin State Statutes Section 19.85, to discuss the following:
  - (a) Section 19.85(1)(e) to consider a Wholesale Water Agreement with the City of Franklin.
  - (b) Section 19.85(1)(e) to consider the claim of Steve Kazik regarding the property at 8220 S. 20<sup>th</sup> Street.
18. **Motion:** Consider a motion to reconvene into open session.
19. **Motion:** Consider a motion to take action, if required.
20. **Motion:** Consider a motion to approve the Wholesale Water Purchase and Sale Agreement between Oak Creek and Franklin.

## **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. 12513-082024**

**RESOLUTION OF COMMENDATION  
TO  
JEFF WHITE**

WHEREAS, Jeff White began his employment with the City of Oak Creek on March 2, 1987, as a Utility Service Worker in the distribution department of the Water and Sewer Utility; and

WHEREAS, Jeff became the first Utility Service Worker/Treatment Plant Relief Operator on November 13, 1989, filling in at the treatment plant whenever needed; and

WHEREAS, Jeff transferred to the Treatment Plant as a Treatment Plant Operator on December 8, 1991; and

WHEREAS, Jeff's contributions went far beyond his job description and his knowledge of the Treatment Plant is unparalleled; and

WHEREAS, Jeff's legendary maintenance and special project skills saved the Utility a significant amount of money over the years; and

WHEREAS, Jeff's impact went beyond his technical expertise, always been willing to share his knowledge and mentor newer operators; and

WHEREAS, Jeff's patience and dedication to perfection helped his colleagues grow in their roles; and

WHEREAS, on April 4, 2024, Jeff retired from his position as Treatment Plant Operator after serving 37 years with the City of Oak Creek.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that for and on behalf of the Citizens of Oak Creek, sincere gratitude and appreciation be extended to Jeff White for his 37 years of dedicated service to the City of Oak Creek and that best wishes for good health and happiness be extended to Jeff White and his family in his retirement years.

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

Passed and adopted this 20th day of August, 2024.

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

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

ATTEST:

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

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

**COUNCIL PROCLAMATION 24-04**

**CONGRATULATIONS TO**

**CATHERINE A. ROESKE**

**2023 OAK CREEK CITIZEN OF THE YEAR**

WHEREAS, the Oak Creek Citizen of the Year Committee conducts an annual search for the person who, in its judgment, is most deserving of acknowledgment because of loyal, unselfish, and patriotic service to the community; and

WHEREAS, the Oak Creek Citizen of the Year Committee has selected Catherine A. Roeske as its 2023 Citizen of the Year, for which she will be duly honored at a recognition dinner on Friday, August 23, 2024; and

WHEREAS, Catherine A. Roeske has four children, Christopher, Molly, Maxwell, and Jacquelyn, and two grandchildren, Mackenzie, and Ella; and

WHEREAS, Catherine has been a resident of Oak Creek for 21 years, and the impact she made and continues to make on the Oak Creek Community cannot be overlooked; and

WHEREAS, Catherine is employed by the City of Oak Creek for 12 years and has been the City Clerk since 2012; committed to the civic duty of ensuring the residents and citizens of Oak Creek Wisconsin are treated with respect and dignity, and

WHEREAS, Catherine dedicated 10 years to the USO Wisconsin, volunteering and eventually becoming a Board Member and the first woman Board President for the USO Wisconsin, spending countless hours working to enhance the quality of the life of the US Armed Forces personnel and their families; and

WHEREAS, over years of parenting served as a Girl Scout Leader for a combined 17 years and a Boy Scout leader for 4 years; and

WHEREAS, Catherine served the citizens of Oak Creek as a board member on the National Night Out and Crime Stoppers Boards; assisting with planning and executing the annual National Night Out event to strengthen neighborhood spirit and police/community relationships; and

WHEREAS, Catherine served on the 128<sup>th</sup> Air Refueling Wing Civic Dinner Dance Committee for 6 years, assisting and executing an event that brings people from around the state. including military personnel, local dignitaries, business leaders and citizens supporting our local military; and

WHEREAS, Catherine volunteered with the Civil Air Patrol and was recognized for her service for outstanding service; and

WHEREAS, Catherine volunteers at many of the City Special Events each year, including CAFÉ, Corn Hole Tournament, Beer Gardens, Runs/Walks, and many others; and

WHEREAS, Catherine continues to strive for service excellence through education, graduating from the UW Extension Civil Leadership Academy for Vibrant Communities, Braver Angels Civil Leadership workshops; and

WHEREAS, through her commitment and passion for making a difference in the community by giving of herself hours of community service she is truly deserving of this recognition.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby congratulate Catherine A. Roeske on being selected the 2023 Oak Creek Citizen of the Year.

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

Passed and adopted this 20th day of August, 2024.

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

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

ATTEST:

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

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

**COMMON COUNCIL REPORT**

Item No. 6

**Item:** 2024 Mid-Year Budget Monitoring Report**Recommendation:** N/A**Fiscal Impact:** Reviewing the Report ensures that the Common Council and public is apprised of any fiscal concerns and continues to show the financial stability of the City of Oak Creek.**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

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**Background:** In accordance with the City's Strategic Action Plan, attached is a summary financial report for the General Fund and other Major Funds through the end of the second quarter of 2024. The presentation will focus on the revenues and expenditures through the second quarter compared to the budget in the General Fund, Solid Waste, Health Insurance, EMS, Capital Improvement, and Consolidated Dispatch Funds.

**Options/Alternatives:** The Common Council could choose to receive and review reports monthly from the BS&A software or review this format of reporting quarterly.

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Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared and Fiscal Review:

Maxwell Gagin, MPA  
Deputy City Administrator / Finance Officer

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**Attachments:**

- City of Oak Creek Financial Report through June 30, 2024
- PowerPoint Presentation



## FINANCIAL REPORT THROUGH JUNE 30, 2024

GENERAL FUND REVENUES BY CATEGORY				
SOURCE	2024 YTD	2024 BUDGET	% OF BUDGET	% OF 2023 BUDGET
PROPERTY TAXES	\$ 15,152,820	\$ 16,826,982	90.1%	91.7%
OTHER TAXES	519,459	2,321,146	22.4%	19.9%
STATE SHARED REVENUES	925,010	7,805,343	11.9%	19.6%
OTHER INTERGOV'T	2,830	247,672	1.1%	5.4%
LICENSES/PERMITS	484,474	985,425	49.2%	72.1%
CHARGES FOR SERVICES	577,344	1,041,884	55.4%	76.6%
PUBLIC HEALTH & SAFETY	6,273	36,000	17.4%	31.6%
COMMERCIAL REVENUES	1,200,202	1,359,990	88.3%	83.1%
EXPENDITURE OFFSET	-	3,967,661	-	-
TRANSFERS	-	943,217	-	-
<b>TOTAL</b>	<b>\$ 18,868,413</b>	<b>\$ 35,535,320</b>	<b>53.1%</b>	<b>64.2%</b>

GENERAL FUND EXPENDITURES BY CATEGORY				
DEPARTMENT	2024 YTD	2024 BUDGET	% OF BUDGET	% OF 2023 BUDGET
GENERAL GOV'T	\$ 3,629,632	\$ 12,106,945	30.0%	38.8%
PUBLIC SAFETY	7,050,092	16,259,094	43.4%	47.1%
HEALTH	325,794	666,556	48.9%	48.6%
PUBLIC WORKS	2,472,194	5,128,142	48.2%	50.9%
LEISURE SERVICES	719,245	1,374,583	52.3%	54.5%
<b>TOTAL</b>	<b>\$ 14,196,957</b>	<b>\$ 35,535,320</b>	<b>40.0%</b>	<b>45.5%</b>

GENERAL FUND EXPENDITURES BY DEPARTMENT				
DEPARTMENT	2024 YTD	2024 BUDGET	% OF BUDGET	% OF 2023 BUDGET
GENERAL GOVERNMENT	\$ 1,201,031	\$ 4,232,199	28.4%	29.5%
CITY ADMINISTRATOR'S OFFICE	135,506	273,791	49.5%	56.2%
CITY ATTORNEY'S OFFICE	102,457	288,644	35.5%	34.6%
CENTRAL SERVICES - BLDG MAINT DIV.	355,822	812,556	43.8%	48.5%
CENTRAL SERVICES - HR DIV.	116,086	257,873	45.0%	45.3%
CENTRAL SERVICES - ADMIN. SVCS. DIV.	266,001	602,061	44.2%	46.1%
CENTRAL SERVICES - IT SERVICES DIV.	620,374	1,306,985	47.5%	48.6%
CITY CLERK	125,369	253,600	49.4%	48.6%
FINANCE	251,538	495,323	50.8%	50.0%
TREASURER	63,629	158,812	40.1%	40.8%
TREASURER - ASSESSOR DIV.	88,250	229,718	38.4%	45.8%
MARKETING AND PUBLIC RELATIONS	88,204	750,241	11.8%	N/A
COMMUNITY DEVELOPMENT	215,364	445,142	48.4%	38.4%
POLICE	5,175,057	12,086,639	42.8%	47.5%
MUNICIPAL COURT	96,497	217,440	44.4%	44.2%
EMERGENCY OPERATIONS	716	18,789	3.8%	1.3%
FIRE	1,196,991	2,598,652	46.1%	46.7%
HEALTH	325,794	666,556	48.9%	48.6%
ENGINEERING	302,180	775,363	39.0%	44.5%
ENGINEERING - INSPECTION DIV.	278,650	562,211	49.6%	49.2%
DPW- STREETS DIV.	1,690,902	3,553,934	47.6%	51.5%
DPW- PARKS DIV.	298,874	629,605	47.5%	49.0%
DPW- FORESTRY DIV.	123,306	276,117	44.7%	45.8%
DPW- STREET LIGHTS DIV.	359,113	668,486	53.7%	51.9%
RECREATION	144,989	155,110	93.5%	90.2%
LIBRARY	574,257	1,219,473	47.1%	49.7%
INTERFUND	-	2,000,000	0.0%	0.0%
<b>TOTAL</b>	<b>\$ 14,196,957</b>	<b>\$ 35,535,320</b>	<b>40.0%</b>	<b>45.5%</b>



**FINANCIAL REPORT THROUGH JUNE 30, 2024**

REVENUES FOR MAJOR FUNDS				
FUND	2024 YTD	2024 BUDGET	% OF BUDGET	% OF 2023 BUDGET
GENERAL FUND (10)	18,868,413	35,535,320	53.1%	64.2%
SOLID WASTE (11)	1,393,290	1,564,446	89.1%	92.2%
HEALTH (36)	3,729,446	7,760,217	48.1%	48.9%
EMS (37)	4,861,923	6,965,741	69.8%	77.2%
CIP FUND (40)	393,217	5,153,168	7.6%	1.3%
DISPATCH (55)	1,842,178	2,215,035	83.2%	85.9%
<b>TOTAL</b>	<b>\$ 31,088,466</b>	<b>\$ 59,193,927</b>	<b>52.5%</b>	<b>67.0%</b>

EXPENDITURES FOR MAJOR FUNDS				
FUND	2024 YTD	2024 BUDGET	% OF BUDGET	% OF 2023 BUDGET
GENERAL FUND (10)	14,196,957	35,535,320	40.0%	45.5%
SOLID WASTE (11)	763,722	1,564,446	48.8%	49.5%
HEALTH (36)	3,973,180	7,831,000	50.7%	55.0%
EMS (37)	3,156,987	6,965,741	45.3%	46.0%
CIP FUND (40)	2,683,680	6,335,168	42.4%	8.1%
DISPATCH (55)	1,088,863	2,365,035	46.0%	52.3%
<b>TOTAL</b>	<b>\$ 25,863,388</b>	<b>\$ 60,596,710</b>	<b>42.7%</b>	<b>46.2%</b>

UTILITIES - ALL FUNDS				
UTILITY TYPE	2024 YTD	2024 BUDGET	% OF BUDGET	% OF 2023 BUDGET
ELECTRIC	443,747	871,981	50.9%	50.2%
WATER / SEWER	9,924	26,848	37.0%	48.1%
NATURAL GAS	56,168	129,177	43.5%	61.0%
<b>TOTAL</b>	<b>\$ 509,839</b>	<b>\$ 1,028,006</b>	<b>49.6%</b>	<b>53.0%</b>

FUEL USAGE - ALL FUNDS				
	2024 YTD	2024 BUDGET	% OF BUDGET	% OF 2023 BUDGET
FUEL	165,488	432,900	38.2%	45.1%
<b>TOTAL</b>	<b>\$ 165,488</b>	<b>\$ 432,900</b>	<b>38.2%</b>	<b>45.1%</b>



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# Mid-Year Budget Monitoring Report

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Maxwell Gagin  
Deputy City Administrator /  
Finance Officer  
August 20, 2024

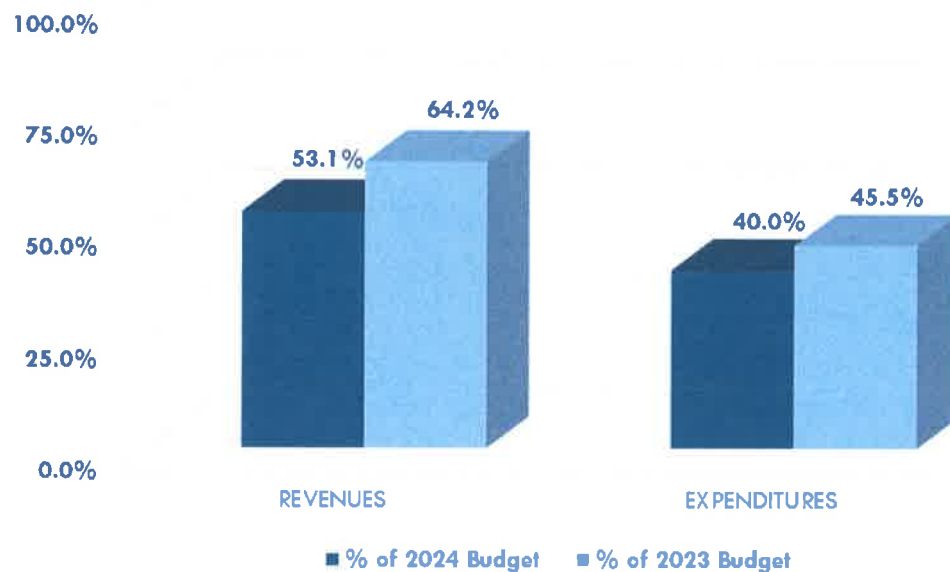




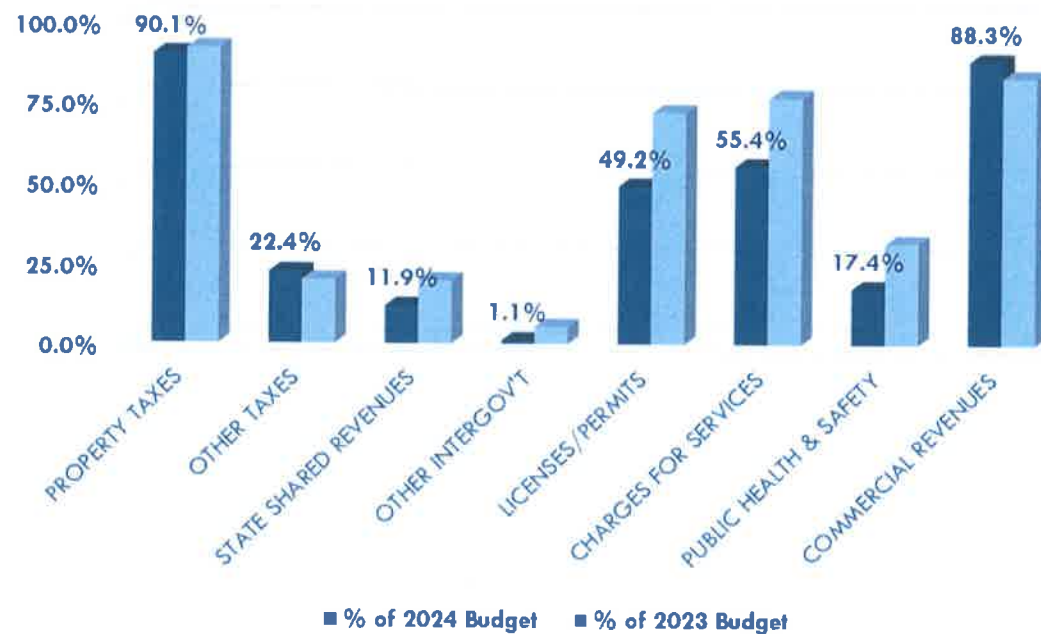
# Introduction

- The following charts and graphs depict the City's mid-year financial performance compared to the 2024 and 2023 budgets
- The presentation will focus on revenues and expenditures for the following Major Funds:
  - General Fund, Solid Waste Fund, Health Insurance Fund, EMS Fund, Capital Improvement Fund and Consolidated Dispatch Fund

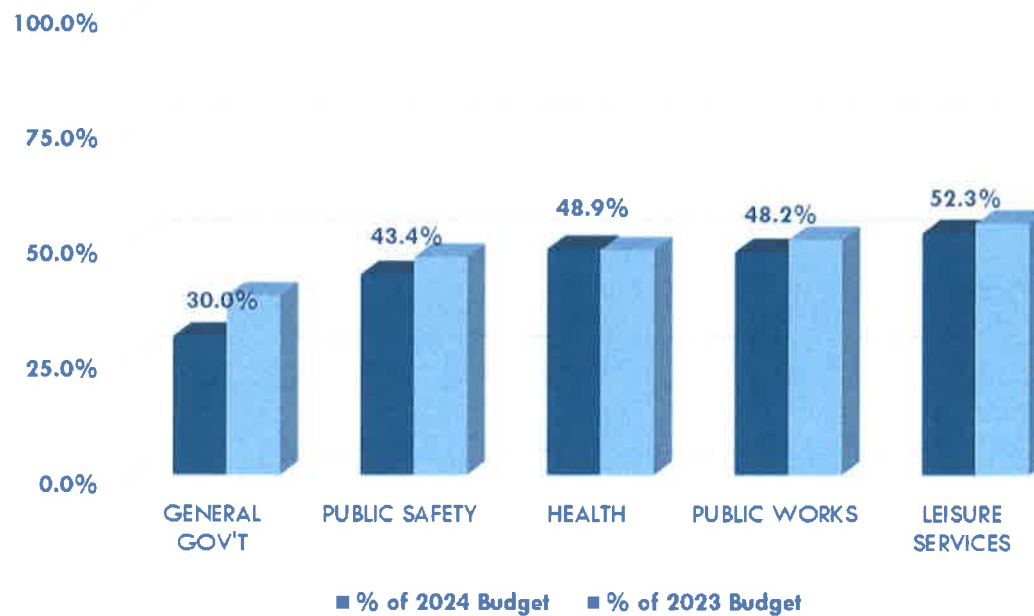
# General Fund Revenues & Expenditures – Through Q2



# General Fund Significant Revenues – Through Q2



# General Fund Expenditures by Function – Through Q2



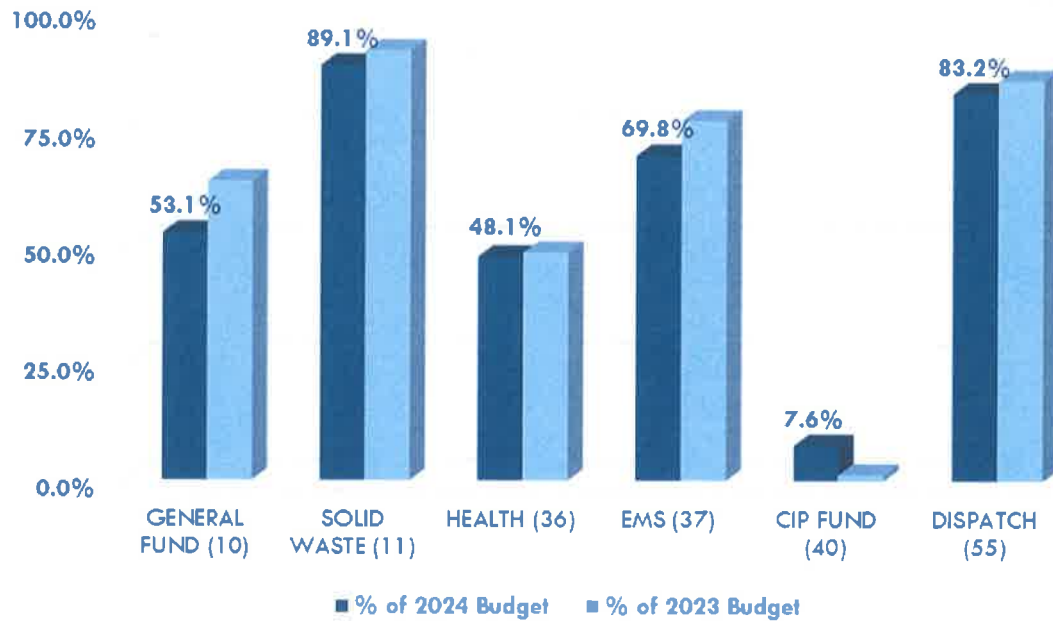
# General Fund Expenditures by Dept. – Thru 2023 Q2

GENERAL FUND EXPENDITURES BY DEPARTMENT				
DEPARTMENT	2024 YTD	2024 BUDGET	% OF BUDGET	% OF 2023 BUDGET
GENERAL GOVERNMENT	\$ 1,201,031	\$ 4,232,199	28.4%	29.5%
CITY ADMINISTRATOR'S OFFICE	135,506	273,791	49.5%	56.2%
CITY ATTORNEY'S OFFICE	102,457	288,644	35.5%	34.6%
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COMMUNITY DEVELOPMENT	215,364	445,142	48.4%	38.4%
POLICE	5,175,057	12,086,639	42.8%	47.5%

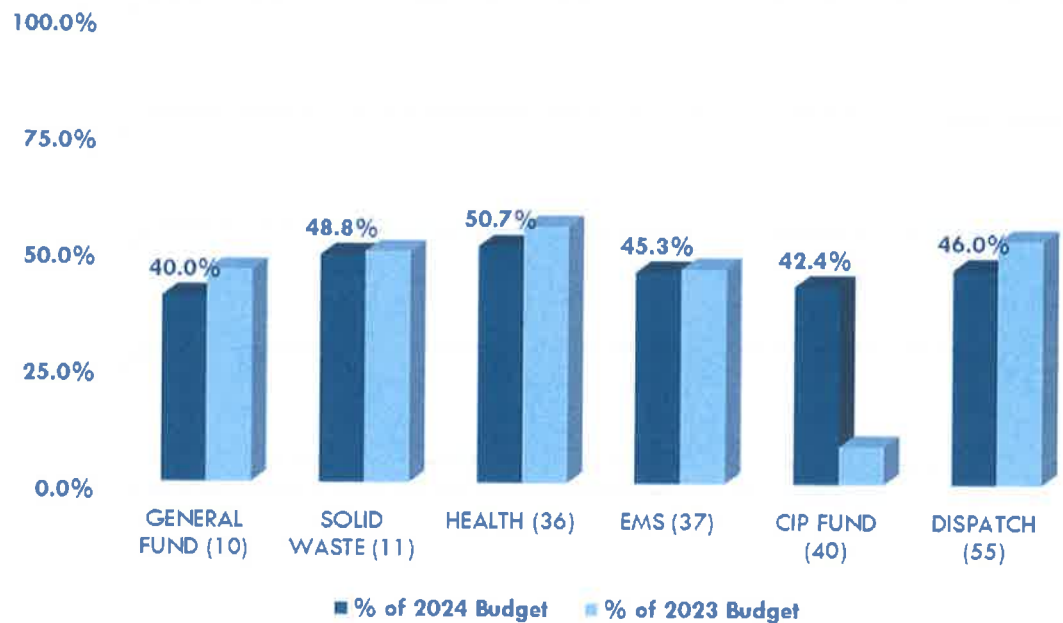
# General Fund Expenditures by Dept. – Thru 2022 Q2

GENERAL FUND EXPENDITURES BY DEPARTMENT				
DEPARTMENT	2024 YTD	2024 BUDGET	% OF BUDGET	% OF 2023 BUDGET
MUNICIPAL COURT	96,497	217,440	44.4%	44.2%
EMERGENCY OPERATIONS	716	18,789	3.8%	1.3%
FIRE	1,196,991	2,598,652	46.1%	46.7%
HEALTH	325,794	666,556	48.9%	48.6%
ENGINEERING	302,180	775,363	39.0%	44.5%
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DPW- STREETS DIV.	1,690,902	3,553,934	47.6%	51.5%
DPW- PARKS DIV.	298,874	629,605	47.5%	49.0%
DPW- FORESTRY DIV.	123,306	276,117	44.7%	45.8%
DPW- STREET LIGHTS DIV.	359,113	668,486	53.7%	51.9%
RECREATION	144,989	155,110	93.5%	90.2%
LIBRARY	574,257	1,219,473	47.1%	49.7%
INTERFUND	-	2,000,000	0.0%	0.0%
<b>TOTAL</b>	<b>\$ 14,196,957</b>	<b>\$ 35,535,320</b>	<b>40.0%</b>	<b>45.5%</b>

# Major Funds Revenues – Through Q2

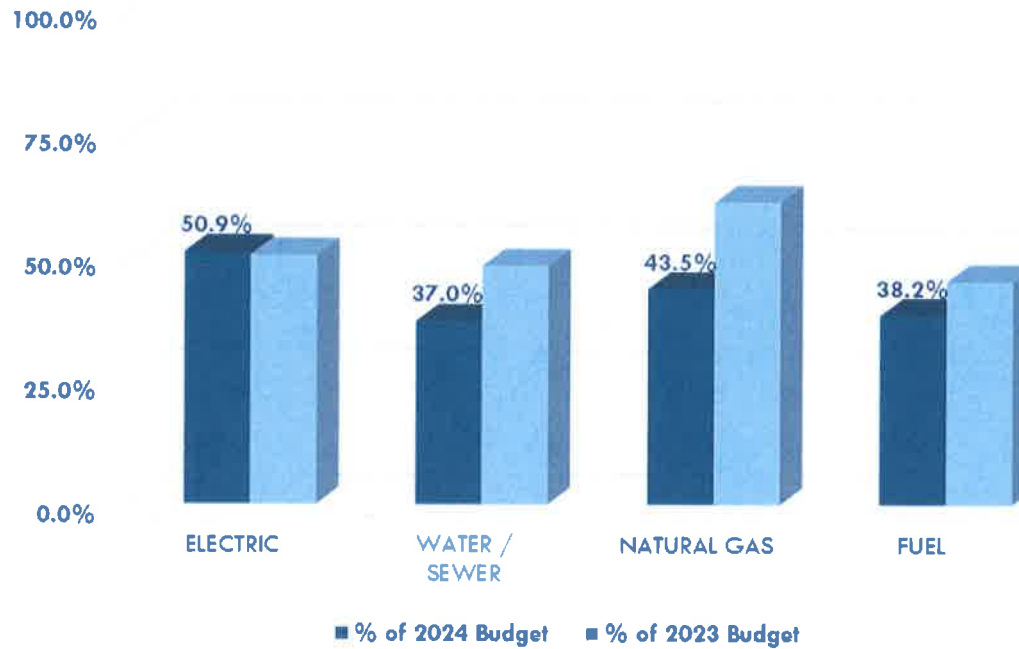


# Major Funds Expenditures – Through Q2





# Utilities & Fuel – Through Q2



Q&A



## COMMON COUNCIL REPORT

Item: Purchase of 9060 South 5<sup>th</sup> Avenue for Purpose of Blight Elimination

Recommendation: That the Common Council adopts Resolution No. 12514-082024, a Resolution Approving the Purchase of 9060 South 5<sup>th</sup> Avenue for the Purpose of Blight Elimination

Fiscal Impact: None

- 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: As part of its due diligence to purchase 9060 South 5th Avenue from Union Pacific Railroad (the "Property"), staff recommends that the City avail itself of the local governmental environmental liability exemption under Section 292.11(9)(e) Wis. Stats. This statutory provision exempts municipalities and other local governmental units ("LGUs") from environmental investigation and resultant cleanup responsibilities when they take title to contaminated or potentially contaminated property in a certain way, other conditions are satisfied, and they did not cause the contamination. Here, the City is purchasing the Property for the purpose of blight elimination.

Options/Alternatives: The Common Council could elect not to adopt this resolution providing for the City to obtain the LGU exemption, but that determination would limit potential liability relief as the City takes ownership of the Property as part of the park expansion.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Melissa L. Karls  
City Attorney

Fiscal Review:

Maxwell Gaggin, MPA  
Deputy City Administrator / Finance Officer

Attachments: Resolution No. 12514-082024

RESOLUTION NO. 12514-082024

RESOLUTION APPROVING THE PURCHASE OF 9060 SOUTH 5<sup>TH</sup> AVENUE FOR  
THE PURPOSE OF BLIGHT ELIMINATION  
(4<sup>th</sup> District)

WHEREAS, on February 20, 2012, the City of Oak Creek Common Council adopted Resolution No. 11220-022012 approving the Lakefront Development Plan, which established a vision for the lakefront and an overall development framework for the site by identifying general land uses, vehicular and pedestrian connections and ways to provide public access on the waterfront; and

WHEREAS, on May 1, 2012, the Common Council adopted Resolution No. 11246-050112 approving an updated blight study as part of City of Oak Creek Redevelopment District No. 1 and making a finding of the area within the district to be blighted; and

WHEREAS, the property at 9060 South 5<sup>th</sup> Avenue (the "Property") was deemed blighted as a result of that blight study.

WHEREAS, on May 7, 2024, the Common Council approved the Letter of Agreement with Union Pacific Railroad for the City to purchase the Property.

WHEREAS, the Property has historically been held for railroad use with sites in the vicinity utilized for industrial purposes; and

WHEREAS, by virtue of the adoption of Resolution No. 11812-051617 on May 16, 2017, the Common Council approved a Project Plan for TIF District 13 and as part of that Project Plan the Property was found to be blighted; and

WHEREAS, due to the presence of potentially contaminating environmental substances on the Property, the City wishes to obtain a local government liability exemption authorized by Wis. Stats. §292.11(9)(e); and

WHEREAS, in order to obtain the state law environmental liability exemption, the Property must be acquired by certain methods or purposes, one of which is acquiring the Property for the purpose of blight elimination; and

WHEREAS, Wis. Stats. §66.1333 defines "blighted property"; and

WHEREAS, the Property by reason of age, obsolescence and other factors conducive to ground contamination, is detrimental to the public health, safety, morals or welfare; and

WHEREAS, the Property, by reason of previously documented hazardous discharges in the vicinity and together with other factors, substantially impairs its sound development, constitutes an economic or social liability and is a risk to public health, safety, and welfare in its present condition; and

WHEREAS, that determination of a blighted property requires a municipal resolution approving determination.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby determine that the Property is blighted as defined in Wis. Stats. §66.1333.

BE IT FURTHER RESOLVED that the Mayor and Common Council of the City of Oak Creek support the purchase and acquisition of the Property for the purpose of blight elimination.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20<sup>th</sup> day of August, 2024.

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_.

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

ATTEST:

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

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

## COMMON COUNCIL REPORT

**Item:** Tourism Commission Services Agreement

**Recommendation:** That the Common Council consider a motion to approve the Tourism Commission Services Agreement.

**Fiscal Impact:** Per the Agreement, the Tourism Commission will pay a prorated amount of \$102,115 in 2024. The 2025 payment is \$315,536.38. The Agreement renews on one-year terms with a 3% annual payment increase.

**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

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**Background:** Since its inception in 2015, the Tourism Commission ("Commission") operates as an independent body tasked with utilizing certain hotel/motel room tax dollars to advance tourism promotion, community marketing, special events and festivals, and other quality of life objectives.

The 2023-2027 Strategic Action Plan ("SAP") contains several overlapping goals for the City and Commission related to tourism promotion, community marketing, and social engagement. Overlapping goals include, but are not limited to:

Active, Vibrant, and Engaged Community

- >Formalize the City's central communications and brand management function;
- >Grow community events and social gatherings that bring our diverse residents and visitors together;
- >Organize and staff City tourism, marketing and community promotion functions;

Thoughtful Growth and Prosperous Local Economy

- >Ensure Drexel Town Square remains an active, vibrant civic and social center;
- >Develop tourism goals and approaches, and assist businesses with leveraging visitor opportunities;
- >Identify and pursue capital investments that make Oak Creek a marketable overnight destination.

In fall 2023, the Common Council endorsed a plan to "Build Capacity and Resilience in the City Organization". One of the Plan's central recommendations was to create a City Marketing & Public Relations Department. The new Department is a critical agent in advancing the City's aspirational 2023-2027 SAP. The construction of the Department is well underway.

Over the last several years, the Commission and staff advanced awesome events and initiatives to bring the community together and show visitors what Oak Creek has to offer. In order to optimize resources and align

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strategic goals, the City and Commission require a more formal operating framework. This proposed Agreement embodies concurrence regarding City staff assistance to the Tourism Commission.

The attached outline details Commission conversations and actions, as well as Common Council actions, dating back to May 2023. Past discussions and budget amendments have situated the Tourism Commission and Common Council for action on the Agreement as that formal working framework. The Commission approved the Agreement at its August 6, 2024 meeting.

**Options/Alternatives:** The Common Council may request amendments to the Agreement or determine not to approve the Agreement.

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Prepared and Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Reviewed:



Marcia Wayer  
Director of Marketing and Public Relations

Fiscal Review:



Maxwell Gagin, MPA  
Deputy City Administrator / Finance Officer

Reviewed:



Melissa L. Karls  
City Attorney

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Attachments: Summary Discussion timeline (May 2023 through August 2024)

Tourism Commission Services Agreement

## Summary Discussion timeline- May 2023 through August 2024

- 1) On May 2, 2023 the Common Council adopted the 2023-2027 SAP. On May 8, the staff presented all SAP goals related to tourism, marketing, and economic development to the Commission.
- 2) On August 9, 2023 the Personnel & Finance Committee first discussed the draft “Building Capacity and Resilience in our City Organization” plan. On August 14, the Commission reviewed relevant parts of that plan, namely, the creation of a Marketing & Public Relations Department.
- 3) Over several public meetings this past fall, Commissioners exchanged stakeholder perspectives on the room tax law, historic Oak Creek room tax budgets and expenditures, and options to formalize structure and marketing spend going forward, absent a “tourism entity” in our municipality.
- 4) On December 11, 2023 the Commission discussed a modified Tourism Budget framework and conceptual terms for a formal Tourism- City relationship.
- 5) On January 22, 2024 the Commission reviewed a new Tourism Budget framework (no action taken).
- 6) On February 12, 2024 the Commission **approved** the amended 2024 Tourism Budget. From an accounting standpoint, the budget design reflects a future Services Agreement.
- 7) On June 4, 2024, the Common Council adopted amended 2024 Budgets related to the Tourism Commission Fund and City General Fund including establishing the Department of Marketing & Public Relations budget.

## Next Steps- Tourism Commission and Common Council Pending Actions:

- 1) City Attorney drafts “Tourism Commission Services Agreement” (“Agreement”) by and between the Tourism Commission and City.
- 2) August 6, 2024 Tourism Commission meeting- Commission consideration of Agreement for approval.
- 3) August 20, 2024 Common Council meeting- Council consideration of Agreement for approval.

\*\*Anticipated Agreement effective date is September 1, 2024.



## **TOURISM COMMISSION SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (the “Agreement”) by and between the Tourism Commission of the City of Oak Creek, Wisconsin (the “Commission”) and the City of Oak Creek, Wisconsin (the “City”) (individually each a “Party” and collectively the “Parties”).

### **RECITALS**

- A. The Commission is created by the City pursuant to the requirements of § 66.0615, Wis. Stats., to coordinate tourism promotion and tourism development for the City.
- B. The City, including its Marketing & Public Relations Department, serves as a centralized resource for communications services, public relations, community promotion, brand management, traditional and digital media advertising, graphic design, tourism promotion and development, event coordination, and destination marketing research.
- C. The Commission is responsible for the disbursement of room tax revenue collected by the City pursuant to § 66.0615, Wis. Stats., and Section 3.40(d) of the City of Oak Creek Municipal Code.
- D. Pursuant to § 66.0615(1m)(d)1., Wis. Stats., the City shall spend at least 70 percent of the amount collected on tourism promotion and tourism development.
- E. The City can retain and spend up to 30 percent, except as otherwise provided by § 66.0615(1m)(d)2., Wis. Stats., of all room tax revenue generated on any city expenditure.
- F. The Commission and the City wish to formalize a contractual relationship to promote and develop tourism within the City.

## ARTICLES

1. **INCORPORATION OF RECITALS.** The foregoing Recitals are mutually acknowledged to be true, correct and incorporated into this Agreement.
  
2. **TERM.** This Agreement shall take effect on the Effective Date, as defined hereinafter, and shall continue through December 31, 2025, subject to renewal set forth in Article 4 below. The Parties expressly acknowledge that this Agreement shall remain in full force and effect unless terminated prior to the termination date by the mutual consent of the Commission and the City.
  
3. **PAYMENT TO CITY BY COMMISSION.** In order to fund the obligations of the City, the Commission agrees to contribute in 2024 the prorated amount of One Hundred Two Thousand One Hundred Fifteen and no/100 Dollars (\$102,115.00) of the room tax revenue which it collects and, further, in 2025 the amount of Three Hundred Fifteen Thousand Five Hundred Thirty Six and 38/100 Dollars (\$315,536.38). Payments for successive renewal terms shall be in the base amount for the prior term and shall include annual three percent (3%) increases. The Commission shall remit equal installments of 25 percent of that year's payment on or before January 31, April 30, July 31, and October 31.
  
4. **RENEWAL.** The Commission agrees that the funding commitment to the City as detailed in this Article 4 expires at 11:59 p.m. on December 31, 2025. This Agreement shall automatically renew for successive one-year calendar terms on the same conditions contained in this Agreement, unless said renewal terms and conditions are amended or modified, and approved by the Commission and the City. Notice of intent by a non-renewing Party to not renew this Agreement shall require the delivery of such notice by the non-renewing Party to the other Party no later than June 1 of the year prior to the renewal term.
  
5. **SERVICES PROVIDED.** The City shall utilize the revenues which it receives from the Commission to deliver tourism promotion and tourism development services which are

designed to enhance the tourism industry in the City of Oak Creek and support and promote local tourism events, promote the community, and market its attractions, amenities, and businesses to potential visitors. Examples of such services include website development and management, database management, agency partnership oversight, destination marketing research and analysis, photography and videography, graphic design, print and digital media, email communications, fulfillment services, advertising media buys, public relations, marketing campaigns, conventions, group tours and other services typically performed by similar organizations. Additionally, the City shall provide consultation services to the Commission to strategically support additional tourism promotion and development with the room tax revenue managed by the Commission.

6. STAFF. The City shall hire or contract for sufficient staff and volunteers to carry out the functions described herein and shall be solely responsible for all salaries, fringe benefits and staff expenses. In addition to the Services Provided in Article 5, the City shall also be responsible for all business accounting and required reporting, routine legal reviews/services, clerical and administrative support, financial audits, rent, utilities, insurances, technology hardware/software and its support, public records management and retention, public notices, and all property, casualty, and professional liability insurances at no cost to the Commission. Should the Commission decide to pursue events that would require extraordinary City resources that extend beyond the scopes of services contemplated in this Agreement, the City shall provide the Commission with an estimate of the costs to provide those services prior to the event, and the Commission shall reimburse the City for same.
  
7. REPORTING. The City shall present to the Commission at least two reports related to this Agreement. One report shall be presented on or before June 30, and a second report shall be presented on or before December 31. These reports shall summarize and highlight actions and activities of the City during the previous reporting period, current actions and activities, and anticipated actions and activities for the next reporting period.

8. **DEFAULT.** Upon execution of this Agreement by the Parties and in the event either Party shall default in the performance of any of its obligations under the terms of this Agreement, the non-defaulting Party may forward written notice to the defaulting Party outlining such default. The defaulting Party shall cure such default within 30 consecutive calendar days after the receipt of such notice pursuant to Article 10, except that the cure period shall be extended to a reasonable time to cure any default that cannot reasonably be cured within the 30 day period, provided that the defaulting Party has commenced to cure within the 30 day period and diligently pursues a cure at all times thereafter until the default is cured. If the defaulting Party shall fail or refuse to cure such default within the applicable cure period, this Agreement shall automatically terminate effective at midnight on the last day of the cure period.
9. **APPROVALS IN WRITING.** Whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized officer or agent of each of the Parties, and delivered to all other Parties to this Agreement at the address specified in Article 10. Wherever any approval is required by the terms of this Agreement, and request or application for such approval is duly made, such approval shall not be unreasonably withheld.
10. **NOTICES AND DEMANDS.** A notice, demand or other communication under this Agreement by any Party to any other Party shall be sufficiently given or delivered and deemed delivered as of the date of such notice is delivered to the Party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or delivered personally at Oak Creek City Hall, 8040 South 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154 to:
- a. Commission Chair \_\_\_\_\_; and
  - b. City of Oak Creek c/o City Administrator.
  - c. Notice or demand given or made in any other manner shall be effective only if and when received by the Party intended and acknowledged by receipt. The above

addresses may be changed at any time by the Parties by notice given in the manner provided above.

- d. The Parties further agree that electronically reproduced signatures such as by facsimile transmission are valid for the original execution of this Agreement, as well as any amendment or modification of this Agreement, and that electronic transmission or facsimile is an authorized form of notice as that term is used in this Agreement.

11. SEVERABILITY. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.

12. AMENDMENTS. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and can only be amended or modified in writing executed by the Commission and the City.

13. SUCCESSORS AND ASSIGNS. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective transferees, successors and assigns. Any transfer of any party's interest in this Agreement shall not release the transferor from its obligations hereunder.

14. TIME OF ESSENCE. Time is of the essence of this Agreement and of every term, condition, or covenant to be performed by the Parties.

15. ASSIGNMENT. No party to this Agreement shall assign this Agreement or any part of it, or its interest therein, without the prior written consent of the Parties.

16. APPLICABLE LAW. This Agreement shall be deemed to have been made in Milwaukee County, Wisconsin, and shall be governed by, construed under, and enforced in accordance with, the law of the State of Wisconsin. All actions or proceedings relating directly or

indirectly, to this Agreement, whether sounding in contract or tort, shall be litigated only in the circuit court located in Milwaukee County, Wisconsin. All Parties to this Agreement hereby subject themselves to the jurisdiction of the circuit court for Milwaukee County, Wisconsin.

17. HEADINGS. The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
18. INTEGRATION AND CONFLICTS. If any provision of this Agreement conflicts with any provision of agreements between the City and any other third party, the provisions of this Agreement shall control.
19. RELATIONSHIP OF PARTIES. Except as already described by the Wisconsin Statutes and the City of Oak Creek Municipal Code, nothing in this Agreement nor any act of any of the Parties shall be deemed or construed to create any relationship of third party beneficiary, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the Parties hereto.
20. CONSTRUCTION. The Commission and City have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any Party hereunder by virtue of that Party having drafted this Agreement or any portion thereof.
21. REPRESENTATION AND WARRANTIES. The Parties represent and warrant that at the time and date of execution of this Agreement, the undersigned have the power, authority and legal right to execute and enter into this Agreement, and to execute, enter into, and deliver all documents required to complete requirements contained in this Agreement,

22. ADMINISTRATIVE AUTHORITY. The following persons are designated as agents for the Commission and City, and are expressly authorized to implement this Agreement, unless the action of a different party is required:

- a. For the Commission: James Ruetz, Chair
- b. For the City: Andrew J. Vickers, City Administrator
- c. The above-referenced agents may be changed at any time by the Parties by notice given in the manner provided in Article 10.

23. COUNTERPARTS. This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

24. EFFECTIVE DATE. This Agreement shall be dated, and effective and binding as of the date of the last execution.

AUTHORIZATION. The Commission and City of Oak Creek agree to the terms and have executed and dated this Tourism Commission Services Agreement below.

\_\_\_\_\_  
James Ruetz, Commission Chair

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



## COMMON COUNCIL REPORT

**Item:** Assistance to Firefighters Grant (AFG) Award for Self-Contained Breathing Apparatus (SCBA)

**Recommendation:** That the Common Council adopts Resolution No. 12512-082024, approving the acceptance of the AFG Award for the purchase of SCBA.

**Fiscal Impact:** The City's overall fiscal impact is \$115,000. The City's portion of the grant-approved SCBA purchase requires a 10% match, or \$27,000. This amount, along with an estimated \$88,000 for SCBA equipment not included in the grant, will be included in the 2025 Capital Improvement Program (CIP).

- 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 planning for the replacement of the Department's SCBA was initiated in 2023 through an AFG submittal. The Department did not receive an award during that process. Subsequently, the department submitted a \$500,000 CIP request for SCBA replacement as part of the 2024 Budget with the understanding that another grant application would be submitted in 2024. This application has resulted in the award presented for your review.

This grant was submitted as a collaborative effort between the Oak Creek, Wauwatosa, Greendale, and Hales Corners Fire Departments for the replacement of equipment common to Milwaukee County departments that share services. Oak Creek's portion of the award includes funding for 27 SCBA and associated equipment. The award represents an award for 75% of our current SCBA inventory, funding to support the purchase of additional SCBA and equipment to complete our inventory will be included in a 2025 CIP.

The City of Oak Creek will serve as the fiscal agent for the four municipalities participating in the grant. Each of the participating agencies have expressed their approval for moving ahead with the award.

**Options/Alternatives:** Reject the grant award and fund the entirety of the SCBA purchase cost through the 2025 CIP.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Michael A. Kressuk, Jr  
Fire Chief



Fiscal Review:

*Maxwell Gagin*

Maxwell Gagin, MPA

Deputy City Administrator / Finance Officer

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Attachments:

Resolution No. 12512-082024

FEMA Award Packet

Participating Agencies MOU

RESOLUTION NO. 12512-082024

RESOLUTION APPROVING RECEIPT OF FEDERAL ASSISTANCE TO FIREFIGHTERS GRANT FOR SELF-CONTAINED BREATHING APPARATUS

WHEREAS the City of Oak Creek (the "City"), in conjunction with the Village of Greendale, Village of Hales Corners, and City of Wauwatosa (the "Participating Agencies"), submitted a 2023 FEMA Assistance to Firefighters regional grant application for receipt of federal funding to support the purchase of self-contained breathing apparatus (SCBA) personal protective equipment; and

WHEREAS the U.S. Department of Homeland Security awarded the Assistance to Firefighters Grant funding in the amount of \$863,090.90 with a required 10 percent match from each of the Participating Agencies (the "Grant"); and

WHEREAS the City intends to serve as the fiscal agent for receipt of the Grant; and

WHEREAS the AFG did not fund the replacement of all Oak Creek Fire Department SCBA personal protective equipment; and

WHEREAS the Oak Creek Fire Department desires to replace all SCBA personal protective equipment; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby approve the receipt of the Grant, direct staff to proceed with accepting same, authorize the City to act as the fiscal agent for the Participating Agencies, and direct staff to include \$115,000 in the 2025 Capital Improvement Program (CIP) for the City's portion of the SCBA personal protective equipment purchase.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20<sup>th</sup> day of August, 2024.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

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

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

**Memorandum of Understanding between the City of Oak Creek Fire Department and  
Participating Agencies of Milwaukee County  
FY 2023 FEMA Assistance to Firefighter Grant Program**

This memorandum of understanding (MOU) will serve as an agreement between the City of Oak Creek Fire Department and the other agencies that are signatories to this MOU, which includes those fire agencies in Milwaukee County that will be participating in the 2023 FEMA Assistance to Firefighters regional grant application for self-contained breathing apparatus (SCBA) and associated equipment.

**It is understood that:**

1. Participating agencies agree that the City of Oak Creek Fire Department will submit an application for funds from the 2023 FEMA Assistance to Firefighters Grant on behalf of four agencies in Milwaukee County. All financials and reports required under this grant will be administered by the City of Oak Creek.
2. Participating agencies agree to meet all of the requirements of the FY 2023 Assistance to Firefighters Grant Notice and the criteria within the grant for recipients. Participating agencies warrant that they will provide all necessary information for the grant reporting within a timely manner.
3. The regional grant requires a 10% matching contribution for each participating department. The 10% contribution will be determined by the amount of equipment requested for your department.
4. Agencies must submit their 10% matching contribution to the City of Oak Creek prior to the order for equipment being made. Transfer of funds by the participating agencies to the City of Oak Creek shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment timeline or transfer.
5. Should any party refuse to pay their matching contribution as calculated by the above listed method, that party/parties will be responsible for all action taken against the City of Oak Creek Fire Department and the other parties in this MOU from any outside agency regarding this grant. Said party refusing to pay shall be responsible to reimburse the remaining parties any fees associated with this grant process.
6. Equipment distribution will be completed according to the proposed equipment lists established for each department. Schedules of planned implementation will be completed upon successful awarding of the grant project. Departments shall keep proper inventory of any equipment received.
7. Mounting of SCBA on apparatus is the responsibility of each individual department and is not included in the project costs.
8. Each party to this Agreement shall protect, indemnify, and hold harmless every other party and their officers, agents, and employees from and against any and all claims, costs,

and/or issues whatsoever arising from actions and/or inactions by such party and/or its subcontractors pursuant to this MOU. Each party shall defend, at its own expense, all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought forth and arising out of or incident to such party's execution of, performance of and/or failure to perform this MOU. This Agreement does not confer any rights or benefits on and/or to any third party.

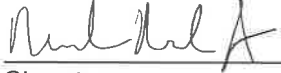
8. This MOU constitutes the entire agreement between the parties pertaining to the subject matter in this MOU, and it supersedes all prior and contemporaneous agreements and understandings, whether oral or written, of the parties.
9. If any provision of this MOU or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this MOU that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this MOU is severable.
10. Any amendment to this MOU must be in writing and approved by the parties.
11. Point of Contact: The point of contact for this Agreement is:

Michael Kressuk, Fire Chief  
Oak Creek Fire Department  
7000 S 6<sup>th</sup> St  
Oak Creek, WI 53154  
[mkressuk@oakcreekwi.gov](mailto:mkressuk@oakcreekwi.gov)  
414-570-5641

12. The parties shall comply with all applicable laws, rules, and regulations pertaining to them in connection with the matters covered herein. This MOU shall be deemed to be made and construed in accordance with the laws of the State of Wisconsin. Jurisdiction and venue for any action arising out of this MOU shall be in Milwaukee County, Wisconsin.
13. This MOU has been carefully and fully read by the parties, who understand its contents and are satisfied with the MOU herein mentioned and the same shall be binding upon and inure to the benefit of the parties' agents, officers, directors, shareholders, and employees respectively.
14. The MOU will be in effect from the latest date of signing stated with the parties' signatures until either of the agencies receive notification that the grant was not successful, or the grant is received, and the units have been distributed to each agency.

IN WITNESS WHEREOF, the parties agree to the above terms and have executed this Memorandum of Understanding as the last date written below:

**For the Oak Creek Fire Department**

  
\_\_\_\_\_  
Signature

Michael Kressuk, Jr. Fire Chief  
Printed Name and Rank

Date: March 8, 2024

**For the Wauwatosa Fire Department**

James Case  
Signature

James Case, Fire Chief  
Printed Name and Rank

Date: 3/8/24

**For the Greendale Fire Department**


  
Signature

Kenten Kais, Fire Chief

Printed Name and Rank

Date: March 7<sup>th</sup>, 2024

**For the Hales Corners Fire Department**

  
\_\_\_\_\_  
Signature

Peter R Jaskulski, Fire Chief  
Printed Name and Rank

Date: March 7, 2024

**Memorandum of Understanding between the City of Oak Creek Fire Department and  
Participating Agencies of Milwaukee County  
FY 2023 FEMA Assistance to Firefighter Grant Program  
Addendum**

1. Participating agency Employer Identification Numbers (EIN):
  - a. City of Oak Creek – 396022803
  - b. Village of Greendale – 396006279
  - c. Village of Hales Corners – 396008499
  - d. City of Wauwatosa - 396005650

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 07/08/2024



Maxwell Gagin  
OAK CREEK, CITY OF  
8040 S. 6TH STREET  
OAK CREEK, WI 53154

EMW-2023-FG-03636

Dear Maxwell Gagin,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$863,090.90 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$86,309.10 for a total approved budget of \$949,400.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Williams', is positioned above the typed name.

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs

# Summary Award Memo

**Program:** Fiscal Year 2023 Assistance to Firefighters Grant

**Recipient:** OAK CREEK, CITY OF

**UEI-EFT:** C16RUE5AZTK4

**DUNS number:** 013494471

**Award number:** EMW-2023-FG-03636

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):



Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$923,330.00
Supplies	\$26,070.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$863,090.90
Non-federal	\$86,309.10
Total	\$949,400.00
Program Income	\$0.00

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

### Approved request details:

## Personal Protective Equipment (PPE)

### Additional funding

DESCRIPTION

G1 RECHARGEABLE BATTERY 6-BANK CHARGER FOR SCBA

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	11	\$795.00	\$8,745.00	Equipment

### Additional funding

DESCRIPTION

G1 RECHARGEABLE BATTERY

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	66	\$395.00	\$26,070.00	Supplies

CHANGE FROM APPLICATION

**Budget class from Equipment to Supplies**

JUSTIFICATION

Batteries are reclassified as supplies because they are exhaustible.

## Face Pieces (not associated with SCBA requests)

### DESCRIPTION

MSA G1 FACEPIECE; NFPA 2018 EDITION; W/ 4-PT HARN/NKSTRAP

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	118	\$410.00	\$48,380.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from 83 to 118

### JUSTIFICATION

The award reflects an increase from the amount requested in the application. This increase is due to the reduction in SCBA based on the number of eligible seated riding positions. This will enable each member to have their own Face Piece.

## Additional funding

### DESCRIPTION

MSA G1 RIT PACK COMPLETE WITH UEBSS, G1 REGULATOR, L3 BAG

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	9	\$4,550.00	\$40,950.00	Equipment

## SCBA Spare Cylinders

### DESCRIPTION

60-MINUTE (4500PSI) CARBON CYLINDERS FOR RIT PACKS

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	9	\$1,495.00	\$13,455.00	Equipment

**SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders**

DESCRIPTION

MSA G1 FIRE SERVICE SCBA; 2018 EDITION; TO INCLUDE:4500 PSI, QC REMOTE CONNECTION, STANDARD HARNESS WITH SERVICABLE SHOULDER/CHEST STRAP, METAL CYLINDER BAND,ADJ SWIVELING LUMBAR PAD, SOLID COVER REGULATOR,MSA G1 FACEPIECE; NFPA 2018 EDITION; WITH 4-PT HARNESS, UNIVERSAL RIT CONNECTION, HEADS UP DISPLAY SYSTEM,INTEGRATED VOICE AMPLIFIER SYSTEM, RIGHT SHOULDER, PASS ALARM, and RECHARGEABLE BATTERY PACK, 45-MINUTE (4500 PSI) CARBON CYLINDERS W/QUICK CONNECT, MSA G1 FACEPIECE;NFPA 2018 EDITION; WITH 4-PT HARNESS

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	88	\$9,225.00	\$811,800.00	Equipment

CHANGE FROM APPLICATION

**Quantity from 123 to 88**

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction is because the number of SCBA requested exceeds the number of seated riding positions in your department.

## Additional funding

### DESCRIPTION

QUANTIFIT 2 RESPIRATOR FIT TESTING SYSTEM WITH BLUETOOTH, SOFTWARE, CASE, USB CABLE, POWER SUPPLY, AND LIFETIME POWERTRAIN WARRANTY. OHD QUANTIFIT 2 FIT TEST ADAPTER FOR MSA G1 FCPC.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

### CHANGE FROM APPLICATION

**Quantity** from 1 to 0

**Unit price** from \$10,191.00 to \$0.00

### JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction removes costs for the requested fit tester, which is ineligible for funding in PPE.

## Agreement Articles

**Program:** Fiscal Year 2023 Assistance to Firefighters Grant

**Recipient:** OAK CREEK, CITY OF

**UEI-EFT:** C16RUE5AZTK4

**DUNS number:** 013494471

**Award number:** EMW-2023-FG-03636

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

**Article 2****General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

<p><b>Article 3</b></p>	<p><b>Acknowledgement of Federal Funding from DHS</b>  Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.</p>
<p><b>Article 4</b></p>	<p><b>Activities Conducted Abroad</b>  Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.</p>
<p><b>Article 5</b></p>	<p><b>Age Discrimination Act of 1975</b>  Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p><b>Article 6</b></p>	<p><b>Americans with Disabilities Act of 1990</b>  Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p><b>Article 7</b></p>	<p><b>Best Practices for Collection and Use of Personally Identifiable Information</b>  Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p><b>Article 8</b></p>	<p><b>Civil Rights Act of 1964 – Title VI</b>  Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.</p>

**Article 9****Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 10****Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

**Article 11****Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12****Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 13****Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article 14      Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

**Article 15      E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

**Article 16      Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article 17      False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article 18      Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article 19      Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

<b>Article 20</b>	<p><b>Fly America Act of 1974</b>  Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: <a href="https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list">Certificated Air Carriers List   US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list</a>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>
<b>Article 21</b>	<p><b>Hotel and Motel Fire Safety Act of 1990</b>  Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.</p>
<b>Article 22</b>	<p><b>John S. McCain National Defense Authorization Act of Fiscal Year 2019</b>  Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.</p>
<b>Article 23</b>	<p><b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b>  Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a>.</p>

- Article 24**     **Lobbying Prohibitions**  
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
- Article 25**     **National Environmental Policy Act**  
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article 26**     **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**  
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 27**     **Non-Supplanting Requirement**  
Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

- Article 28 Notice of Funding Opportunity Requirements**  
All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
- Article 29 Patents and Intellectual Property Rights**  
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
- Article 30 Procurement of Recovered Materials**  
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article 31 Rehabilitation Act of 1973**  
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- Article 32 Reporting of Matters Related to Recipient Integrity and Performance**  
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

**Article 33**

**Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.



**Article 34****Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

<b>Article 35</b>	<b>SAFECOM</b>	Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment   CISA.
<b>Article 36</b>	<b>Terrorist Financing</b>	Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
<b>Article 37</b>	<b>Trafficking Victims Protection Act of 2000 (TVPA)</b>	Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
<b>Article 38</b>	<b>Universal Identifier and System of Award Management</b>	Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
<b>Article 39</b>	<b>USA PATRIOT Act of 2001</b>	Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
<b>Article 40</b>	<b>Use of DHS Seal, Logo and Flags</b>	Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
<b>Article 41</b>	<b>Whistleblower Protection Act</b>	Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

**Article 42****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 43****Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 44****Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

**Article 45**      **Disposition of Equipment Acquired Under the Federal Award**  
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

**Article 46**      **Prior Approval for Modification of Approved Budget**  
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 47**      **Indirect Cost Rate**  
2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article 48**      **Award Performance Goals**  
FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

## Obligating document

<b>1. Agreement No.</b> EMW-2023-FG-03636	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 396022803	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> WX03513N2024T		
<b>6. Recipient Name and Address</b> OAK CREEK, CITY OF 8040 S 6TH ST OAK CREEK, WI 53154		<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
<b>9. Name of Recipient Project Officer</b> Maxwell Gagin		<b>9a. Phone No.</b> 4147667601	<b>10. Name of FEMA Project Coordinator</b> Assistance to Firefighters Grant Program		<b>10a. Phone No.</b> 1-866-274-0960	
<b>11. Effective Date of This Action</b> 07/08/2024	<b>12. Method of Payment</b> OTHER - FEMA GO	<b>13. Assistance Arrangement</b> COST SHARING		<b>14. Performance Period</b> 07/15/2024 to 07/14/2026 <b>Budget Period</b> 07/15/2024 to 07/14/2026		
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>						
<b>Program Name Abbreviation</b>	<b>Assistance Listings No.</b>	<b>Accounting Data(ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	\$0.00	\$863,090.90	\$863,090.90	\$86,309.10
Totals			\$0.00	\$863,090.90	\$863,090.90	\$86,309.10
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A						
<b>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</b> This field is not applicable for digitally signed grant agreements						

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>PAMELA WILLIAMS, Assistant Administrator, Grant Programs</b>	<b>07/08/2024</b>



## COMMON COUNCIL REPORT

**Item:** Relocation Order - Liberty and Puetz Intersection Improvements

**Recommendation:** That the Common Council adopts Resolution No. 12511-082024, a resolution establishing a determination of necessity for acquisition of lands for public street purposes, temporary easements for grading, authorizing negotiation for such acquisition and authorizing condemnation if necessary (Project No. 22006) (2<sup>nd</sup> and 6<sup>th</sup> Aldermanic Districts)

**Fiscal Impact:** The real estate acquisition will be funded with money allocated in the 2024 budget under CIP #22006

- 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 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 was recommended that the intersection be reconstructed as a full size roundabout to improve traffic operations and safety. The Common Council passed a motion on February 20, 2023 to proceed with design of a roundabout at the intersection of W. Puetz Rd., S. Liberty Ln., and S. Wood Creek Dr. Following the meeting GRAEF was retained to develop final design plans for the roundabout, and prepare a ROW plat and legal descriptions needed for acquisitions.

There are portions of 5 parcels to acquire as ROW or temporary easements. The parcels are identified and detailed on the attached resolution. The total area of ROW to be acquired is 7,205 SF (0.166 acres) and temporary easements is 11,525 SF (0.265 acres)

**Options/Alternatives:** If the relocation order is not approved construction of the project will not be able to move forward and the intersection will continue to operate at unacceptable levels of service.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Andrew Ledger, PE  
Design Engineer

Fiscal Review:



Maxwell Gagrin, MPA

Deputy City Administrator / Finance Officer

Approved:



Matthew J. Sullivan, PE

Assistant City Administrator/Engineer

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Attachments: 12511-082024 Resolution Puetz and Liberty Intersection Relocation Order, 12511-082024 Puetz and Liberty Intersection Relocation Order, 12511-082024 Puetz and Liberty Intersection Plat, 12511-082024 Puetz and Liberty Intersection Legal Descriptions



**RESOLUTION NO. 12511-082024**

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

**RESOLUTION ESTABLISHING A DETERMINATION OF NECESSITY FOR ACQUISITION OF LANDS FOR PUBLIC STREET PURPOSES, TEMPORARY EASEMENTS FOR GRADING, AUTHORIZING NEGOTIATION FOR SUCH ACQUISITION AND AUTHORIZING CONDEMNATION IF NECESSARY**

**(PROJECT NO. 22006)**

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

WHEREAS, the City of Oak Creek decided that public necessity demands the construction of Puetz and Liberty Intersection Improvements at the intersection of W. Puetz Road, S. Liberty Lane, and S. Wood Creek Drive, and

WHEREAS, public necessity demands that the City of Oak Creek acquire the fee simple titles of the lands required for street construction purposes, as indicated on the plat and legal descriptions attached hereto and incorporated herein by reference, and

WHEREAS, public necessity demands that the City of Oak Creek acquire the temporary easements required for grading, as indicated on the plat and legal descriptions attached hereto and incorporated herein by reference, and

WHEREAS, the properties affected are listed below, on the plat and on the attached legal descriptions.

Parcel Number	Tax Key Number	Area (SF)	
		Fee	TLE
1	828-9013-000	470	1721
2	828-9026-000	1487	3440
3	859-9006-000	4612	1944
4	859-9012-000	129	1352
5	859-9013-000	507	3068

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the determination of necessity for acquisition of lands for public street purposes and temporary easements for grading that the lands as described, and as shown on the attached plat and legal descriptions, be acquired for said purposes, and

BE IT FURTHER RESOLVED that the ROW plat identified as City I.D. 22006 is approved and directed to be filed with the County Clerk for Milwaukee County, and

BE IT FURTHER RESOLVED that the attached Relocation Order for this project with City I.D. 22006 beginning at STA 501+00.00 and ending at STA 512+00.00 is hereby approved and the City Attorney or agent for the City of Oak Creek, at the direction of the City Attorney, is hereby authorized and directed to serve the Relocation Order on the County Clerk in and for Milwaukee County, Wisconsin; and

BE IT FURTHER RESOLVED that the Assistant City Administrator/Engineer, or agent for the City of Oak Creek at the direction of the Assistant City Administrator/Engineer, is hereby authorized and directed to negotiate for the acquisition of those lands required for the purposes above stated, and in the event said lands cannot be obtained by negotiation, the City Attorney and Special Counsel are hereby authorized and directed to take by condemnation those lands as required for said purposes.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20<sup>th</sup> day of August, 2024.

Passed and adopted this 20<sup>th</sup> day of August, 2024.

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

Approved this 20<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

**ORDER BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK FOR ACQUISITION OF LANDS FOR PUBLIC STREET PURPOSES, TEMPORARY EASEMENTS FOR GRADING, AUTHORIZING NEGOTIATION FOR SUCH ACQUISITION AND AUTHORIZING CONDEMNATION IF NECESSARY**

WHEREAS, the Oak Creek Common Council on August 20, 2024 adopted Resolution No. 12511-082024, a Resolution Establishing a Determination of Necessity for Acquisition of Lands for Public Street Purposes, Temporary Easements for Grading, Authorizing Negotiation for such Acquisition and Authorizing Condemnation if Necessary and,

WHEREAS, public necessity demands that the City of Oak Creek acquire the fee simple titles of the lands required for street expansion purposes, as indicated on ROW plat identified as City I.D. 22006 and legal descriptions attached hereto and incorporated herein by reference, and

WHEREAS, public necessity demands that the City of Oak Creek acquire the temporary easements required for grading, as indicated on ROW plat identified as City I.D. 22006 and legal descriptions attached hereto and incorporated herein by reference, and

WHEREAS, that the Relocation Order for this project with City I.D. 22006 begins at STA 501+00.00 and ends at STA 512+00.00, and

WHEREAS, the fee simple titles of lands area and temporary easement areas are depicted on the ROW plat identified as City I.D. 22006 attached hereto and as described on legal descriptions attached hereto and both exhibits are incorporated herein by reference.

NOW, THEREFORE IT IS ORDERED by Common Council of the City of Oak Creek, Milwaukee County, Wisconsin that the aforementioned fee simple titles and temporary easement be acquired in accordance with Resolution Number 12511-082024.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

CONVENTIONAL SYMBOLS	
SECTION LINE	SECTION CORNER SYMBOL
QUARTER LINE	SIXTEENTH LINE
NEW REFERENCE LINE	NEW R/W LINE
EXISTING R/W OR HE LINE	PROPERTY LINE
LOT, TIE & OTHER MINOR LINES	SLOPE INTERCEPT
CORPORATE LIMITS	UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC.)
NEW R/W (FEE OR HE) (DIALING VARIES BY OWNER)	TEMPORARY LIMITED EASEMENT AREA
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)	TRANSMISSION STRUCTURES
BUILDING TO BE REMOVED	BRIDGE
CULVERT	PARALLEL OFFSETS

CONVENTIONAL UTILITY SYMBOLS	
WATER	GAS
TELEPHONE	OVERHEAD TRANSMISSION LINES
ELECTRIC	CABLE TELEVISION
FIBER OPTIC	SEWER
STORM SEWER	ELECTRIC TOWER

CONVENTIONAL ABBREVIATIONS		
ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE
ACRLS	AC	POINT OF INTERSECTION
AHEAD	AH	PROPERTY LINE
ALUMINUM AND OTHERS	ALUM	RECORDED AS
BACK	BLK	RELEASE OF RIGHTS
BLOCK	C/L	REMAINING
CENTERLINE	CSM	RESTRICTIVE DEVELOPMENT
CERTIFIED SURVEY MAP	CONC	EASEMENT
CORNER	CO	RIGHT
COUNTRY	CTH	RIGHT OF WAY
COUNTY TRUNK HIGHWAY	DIST	SECTION
DISTANCE	COR	SEPTIC VENT
DOCUMENT NUMBER	DOC	SQUARE FEET
EASEMENT	EASE	STATE TRUNK HIGHWAY
EXISTING	EX	STATION
GAS VALVE	GV	TELEPHONE PEDESTAL
GRID NORTH	GN	TEMPORARY LIMITED EASEMENT
HIGHWAY EASEMENT	HC	TRANSPORTATION PROJECT PLAT
IDENTIFICATION	ID	UNITED STATES HIGHWAY
LAND CONTRACT	LC	VOLUME
LEFT	L1	
MONUMENT	MON	
NATIONAL GEODETIC SURVEY	NGS	
NUMBER	NO	
OUTLOT	OL	
PAGE	P	
POINT OF TANGENCY	PT	
PERMANENT LIMITED EASEMENT	PLC	
POINT OF BEGINNING	POB	
POINT OF CURVATURE	PC	

CURVE DATA ABBREVIATIONS	
LONG CHORD	LCH
LONG CHORD BEARING	LCB
RADIUS	R
DEGREE OF CURVE	D
CENTRAL ANGLE	Δ/DELTA
LENGTH OF CURVE	L
TANGENT	T
DIRECTION AHEAD	DA
DIRECTION BACK	DB

**NOTES:**

COORDINATES ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011), US SURVEY FOOT, GROUND. TO OBTAIN GRID COORDINATES MULTIPLY GROUND COORDINATES BY THE COMBINATION FACTOR 0.99994417.

ALL NEW RIGHT OF WAY AND PERMANENT EASEMENT MONUMENTS WILL BE TYPE 2 (TYPICALLY 3" X 24" IRON REBARS), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

ALL RIGHT-OF-WAY LINES DEPICTED IN THE NON ACQUISITION AREAS ARE INTENDED TO RE-ESTABLISH EXISTING RIGHT-OF-WAY LINES AS DETERMINED FROM PREVIOUS PROJECTS, OTHER RECORDED DOCUMENTS, CENTERLINE OF EXISTING PAVEMENTS AND/OR EXISTING OCCUPATIONAL LINES.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

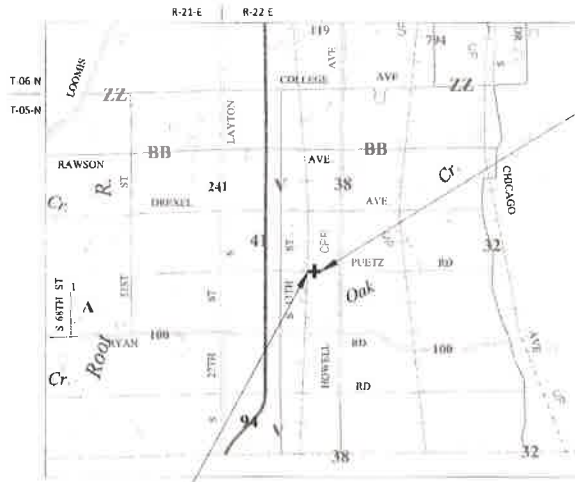
FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE ENGINEERING UNIT OF THE INFRASTRUCTURE, LAND USE AND COMMUNITY BUILDING DIVISION IN THE CITY OF OAK CREEK.

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE DETAIL PAGES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THE REGIONARY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLE) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE AND ACCESS CONTROL ARE LISTED ON THE DETAIL PAGES.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT OF WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.



**BEGIN RELOCATION ORDER**  
 STA. 501+00.00  
 2317.03 FT EAST AND 13.78 FT  
 SOUTH OF THE SOUTHWEST  
 CORNER OF SEC. 17, T05N., R22E.  
 X= 330180.44  
 Y= 2525191.81

TOTAL NET LENGTH OF CENTERLINE = 0.21 MI

**END RELOCATION ORDER**  
 STA. 512+00.00  
 1837.70 FT WEST AND 12.38 FT  
 NORTH OF THE SOUTHEAST  
 CORNER OF SEC. 17, T05N., R22E.  
 X= 330173.27  
 Y= 2526291.79

R/W PROJECT NUMBER 22006	SHEET NUMBER 4 01	TOTAL SHEETS 3
FEDERAL PROJECT NUMBER N/A	PLAT OF RIGHT OF WAY REQUIRED FOR <b>W. PUETZ ROAD</b> EAST LINE OF SOO LINE / CANADIAN PACIFIC TO S. COUNTRY DRIVE	
W. PUETZ ROAD		MILWAUKEE COUNTY
CONSTRUCTION PROJECT NUMBER 22006		

THIS PLAT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. DEEDS MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES AND ACCESS RIGHTS.

ORIGINAL PLANS PREPARED BY

**GR&E**

275 W. WISCONSIN AVENUE, SUITE 300  
MILWAUKEE, WI 53203



*Carla J. Bell*  
 (Signature)

APPROVED FOR  
 CITY OF OAK CREEK  
 ENGINEERING DEPARTMENT

REVISION DATE	DATE: _____ ASSISTANT CITY ADMINISTRATOR/MANAGER
	DATE: _____ (Signature)

# SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE CITY OF OAK CREEK.

AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

PARCEL NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL S.F.	R/W REQUIRED (ACRES OR S.F.)			REMAINING S.F.	P.L.E. S.F.	T.L.E. S.F.
					NEW	EXISTING	TOTAL			
1	4.03	SPRINGBROOK DEVELOPMENT, LLC, A WISCONSIN LIMITED LIABILITY COMPANY	FEE & TLE	327571	470	0	470	327101	0	1721
2	4.03	SGC, LIMITED LIABILITY COMPANY, A SUBSIDIARY OF SPRINGBROOK DEVELOPMENT AND ROBERT P. FRANSWAY, AS THEIR INTEREST MAY APPEAR	FEE & TLE	611147	1487	0	1487	<del>609660</del>	0	3440
3	4.03	AREC 19, LLC, A NEVADA LIMITED LIABILITY COMPANY	FEE & TLE	150543	4612	0	4612	145931	0	1944
4	4.03	WOOD CREEK ASSOCIATES LIMITED PARTNERSHIP	FEE & TLE	193711	129	0	129	193582	0	1352
5	4.03	WOOD CREEK ASSOCIATES LIMITED PARTNERSHIP	FEE & TLE	208347	507	0	507	207840	0	3068

4

## UTILITY INTERESTS REQUIRED

UTILITY NUMBER	SHEET NUMBER	OWNER(S)	INTEREST REQUIRED
100	4.03	WE ENERGIES - ELECTRIC	RELEASE OF RIGHTS
101	4.03	AT&T - TELEPHONE	RELEASE OF RIGHTS
102	4.03	CITY OF OAK CREEK - WATER	RELEASE OF RIGHTS

4

REVISION DATE	_____	_____	_____	_____
_____	_____	_____	_____	_____

DATE 07/26/2024  
GRID FACTOR 0.99994417



HWY: W. PUETZ ROAD  
COUNTY: MILWAUKEE

STATE R/W PROJECT NUMBER 22006  
CONSTRUCTION PROJECT NUMBER 22006

PLAT SHEET 4.02  
PS&E SHEET \_\_\_\_\_

E

UTILITY TABLE				
UTILITY NO.	OWNER	WIDTH	DOCUMENT NO.	PARCEL
100	WE ENERGIES - ELECTRIC	10" WIDE DISTRIBUTION EASEMENT UNDERGROUND	5897078	1
		10" WIDE UTILITY EASEMENT	6234888	1,2
		6" WIDE DISTRIBUTION EASEMENT UNDERGROUND	5897078	1
		BLANKET UTILITY EASEMENT	3597315	3
		10" WIDE UTILITY EASEMENT	6085471	5
101	AT&T WISCONSIN	10" WIDE UTILITY EASEMENT	6234888	1,2
		10" WIDE UTILITY EASEMENT	1587315	5
102	CITY OF OAK CREEK - WATER	20" WIDE WATER MAIN EASEMENT	7153670	1

COURSE TABLE PARCEL 1		
POINT	BEARING	DISTANCE
100-101	N41°17'31"E	27.84'
101-102	N15°20'44"E	21.77'
102-103	SEE CURVE 1	
103-104	S89°30'50"W	27.71'

R/W STATION & OFFSET TABLE		
PT #	STATION	OFFSET
100	501+18.46	65.00' LT
101	501+17.21	85.90' LT
102	501+43.93	108.92' LT
103	501+42.21	65.00' LT

COURSE TABLE PARCEL 3		
POINT	BEARING	DISTANCE
111-111	S07°29'34"W	29.60'
111-110	N03°29'39"W	240.31'
110-109	N02°00'00"W	20.68'
109-108	S89°30'34"E	229.51'

NOTES:  
 COORDINATES ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. NORTH AMERICAN DATUM OF 1983 (11). US SURVEY FOOT. GROUND TO OBTAIN GRID COORDINATES MULTIPLY GROUND COORDINATES BY THE COMBINATION FACTOR 0.9994417

ALL NEW RIGHT-OF-WAY AND PERMANENT EASEMENT MONUMENTS WILL BE TYPE 2 (TYPICALLY X 24" IRON REBAR), UNLESS OTHERWISE NOTED, AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

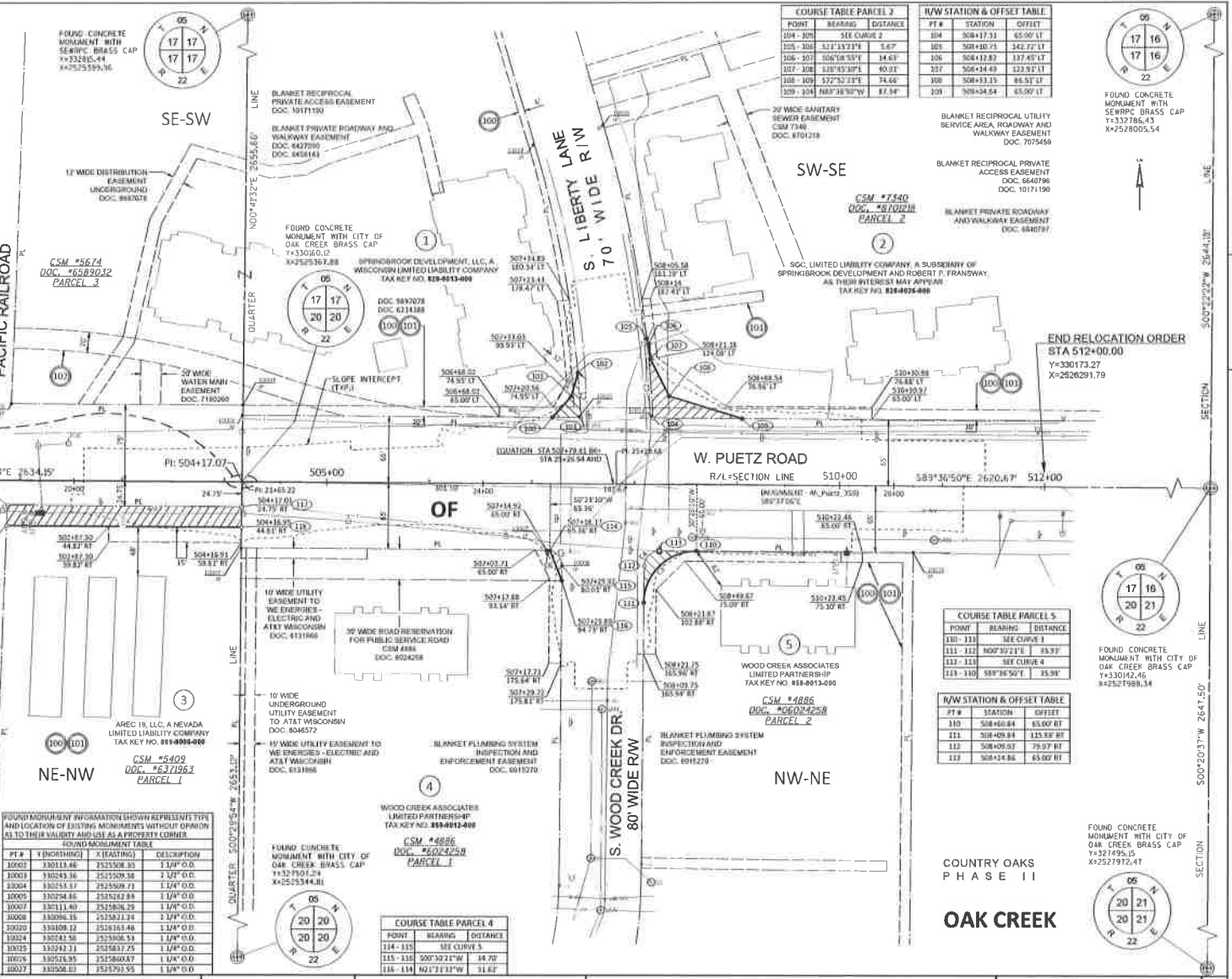
FOR THE CURRENT ACCESS/DRIVEWAY INFORMATION, CONTACT THE ENGINEERING UNIT OF THE INFRASTRUCTURE, LAND USE AND COMMUNITY BUILDINGS DIVISION IN THE CITY OF OAK CREEK.

BUILDINGS ARE NOT AFFECTED BY THIS.

BASES OF EXISTING RIGHT-OF-WAY				
ROUTE	BASE	WIDTH	YEAR	
W. PUETZ ROAD	CSM #8886	180'	1987	
W. PUETZ ROAD	CSM #5409	24.75' TO CL	1987	
W. PUETZ ROAD	CSM #5674	VARIABLE	1991	
W. PUETZ ROAD	CSM #7340	85'	REV. 2003	
S. LIBERTY LANE	CSM #5674	70'	1991	
S. WOOD CREEK DR.	CSM #8886	80'	1987	

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING	TANGENT IN / TANGENT OUT
C1	44.00'	1116.00'	07°13'39"	44.00'	S89°33'31"E	139°20'37"E / N89°36'30"W
C2	78.00'	1356.00'	07°14'23"	78.00'	N04°18'53"E	N14°19'27"W / S14°19'27"W
C3	80.00'	31.00'	89°52'49"	21.00'	S45°24'45"W	N89°18'30"W / S00°30'21"W
C4	23.47'	13.00'	81°38'51"	21.31'	N45°20'39"E	N00°30'21"E / S89°16'50"E
C5	20.32'	15.00'	77°38'16"	18.80'	S38°17'01"E	106°10'21"W
C6	3.28'	15.00'	12°22'23"	3.28'	S87°12'13"E	S89°36'30"E

REVISION DATE	DATE	GRID FACTOR
	07/26/2024	0.99994417



DATE	07/26/2024	SCALE: FEET	0 50 100	HWY: W. PUETZ ROAD	STATE R/W PROJECT NUMBER	22006	PLAT SHEET	4.03
GRID FACTOR	0.99994417	COUNTY:	MILWAUKEE	CONSTRUCTION PROJECT NUMBER	22006	PS&E SHEET	E	



## COMMON COUNCIL REPORT

**Item:** Ordinance 3108 - Responsible Bidders

**Recommendation:** That the Common Council considers a motion to adopt Ordinance No. 3108, an ordinance to create Section 3.08 of the Municipal Code relating to Responsible Bidders.

**Fiscal Impact:** None.

- 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:** Wisconsin Statutes mandates that public construction contracts exceeding \$25,000 be awarded to the lowest qualified bidder. Determining a bidder’s qualification requires more than just evaluating the bid amount; it involves assessing the bidder’s competence and reliability in executing the project. The City holds the responsibility of ensuring that any bidder awarded a contract is not only the lowest bidder but also deemed responsible and reliable for the performance of the work. This statutory obligation necessitates a clear and consistent approach to evaluating bidders to safeguard public interests and ensure the successful completion of public projects.

To fulfill this obligation, the City recognizes the need to establish objective standards that will guide the determination of a bidder’s responsibility. Consistency in this process is essential to promote fairness, transparency, and accountability in public procurement. By adopting a responsible bidder ordinance, the City aims to standardize the criteria used to evaluate bidders, ensuring that contracts are awarded to those who are not only capable of delivering high-quality work but also adhere to legal, ethical, and financial standards.

Implementing a responsible bidder ordinance is also critical for ensuring compliance with the requirements often tied to grant funding. Many grant programs, particularly those funded by state or federal agencies, mandate that recipients demonstrate stringent procurement practices, including the selection of responsible and qualified contractors. By establishing clear and objective criteria for evaluating bidders, the ordinance will help align the City’s procurement processes with grant funding requirements, thereby reducing the risk of non-compliance and enhancing the City’s ability to secure and effectively manage grant funds. This proactive approach not only protects public resources but also strengthens the City’s reputation as a reliable and responsible steward of grant funding.

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On August 13, 2024, the ordinance related to responsible bidders was presented to the Board of Public Works and Capital Assets (BOPWACA). BOPWACA unanimously recommended that the Common Council adopt the ordinance.

**Options/Alternatives:** The Common Council could opt not to adopt the new ordinance and continue as we have in the past. However, this approach may limit the effectiveness of securing grant funds.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared/Approved:



Matthew J. Sullivan, PE  
Assistant City Administrator/Engineer

Fiscal Review:



Maxwell Gagin, MPA  
Deputy City Administrator/Finance Officer

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Attachments: Proposed Draft Ordinance No. 3108



ORDINANCE NO. 3108

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

AN ORDINANCE RELATING TO RESPONSIBLE BIDDERS  
AND TO CREATE SECTION 3.08 OF THE MUNICIPAL CODE.

WHEREAS, §§62.15 and 66.0901(1m)(a)2. of the Wisconsin Statutes require that public construction contracts exceeding \$25,000 in costs be let to the lowest qualified bidder; and

WHEREAS, §62.15(6) of the Wisconsin Statutes requires the Common Council to determine whether any bidder is, in the judgment of the City, incompetent or otherwise unreliable for the performance of the work on which the bidder bids, and to award the contract only to the lowest responsible bidder; and

WHEREAS, the Common Council has determined that consistency in the determination of bidder responsibility will be promoted by the establishment of objective standards by which the Common Council will determine a bidder's qualification; and

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

SECTION 1: Section 3.08 of the Municipal Code is hereby created to read as follows:

**SEC. 3.08 RESPONSIBLE BIDDERS.**

(a) **Purpose.** Pursuant to Wis. Stat. §66.0901, whenever the City contracts for public works, the contract must be awarded to the lowest responsible bidder. Whether a bidder is "responsible" is a determination requiring the exercise of City discretion. This ordinance is intended to ensure that submitted bids are reviewed by the City and its departments, officials or employees under reasonably consistent responsible bidder criteria when exercising its discretion.

(b) **Definitions.** The following definitions shall be applicable in this Section:

- (1) "Contractor" means a person, corporation, partnership or any other business entity that performs work on a public works contract as a general contractor, prime contractor or subcontractor at any tier.
- (2) "Public Works Contract" means any contract subject to Wis. Stat. §62.15 for the construction, execution, repair, remodeling, or improvement of any public work or building, or for the furnishing of supplies or material of any kind, where the estimated cost of such work will exceed the threshold amount set forth in Wis. Stat. §62.15(1) for contracts that shall be let to the lowest responsible bidder.

(3) "Registered Apprenticeship Program" means an apprenticeship program that is currently registered with either a state or federal government entity and that has a graduated apprentices to journey person job classification system process as well as a bona fide training program

(c) **Responsible Bidder Criteria.** To be considered a responsible bidder by the City for purposes of being awarded a public works contract, all of the following criteria must be met:

(1) The contractor must maintain a permanent place of business.

(2) The contractor must be authorized to do business in the State of Wisconsin.

(3) The contractor and any agent, partner, employee, and/or officer of the contractor must not be debarred, suspended, proposed for debarment, or declared ineligible from contracting with any unit of federal, state, or local government.

(4) The contractor must follow the provisions of §2000e of Chapter 21, Title 42 of the United States Code, and Federal Executive Order No. 11246, as amended by Executive Order No. 11375 (known as the Equal Opportunity provisions).

(5) The contractor must have adequate and appropriate:

i. General liability insurance;

ii. Automobile insurance, except when a licensed motor vehicle is not used in the performance of the contract; and

iii. Worker's compensation and unemployment insurance, except when the contractor does not have employees.

(6) For all projects undertaken within the past five (5) years in any jurisdiction in which state or federal prevailing wage laws apply, the contractor must have complied with all provisions of such laws. This provision is intended to include projects that are federally funded or otherwise subject to federal Davis-Bacon-related laws.

(7) If determined to be appropriate in the discretion of the Building Commissioner or Director of the Department of Public Works at the time a Request for Bids or Request for Quotes is issued where the public works contract exceeds one million dollars, the contractor must participate in a Class A Registered Apprenticeship Program.

(8) The contractor must have a written substance abuse prevention program that meets the requirements of Wis. Stat. §103.503.

(9) The contractor must have, and diligently maintain, a written safety program.

(10) The employees who will perform work on the project for the contractor must be properly classified as employees or independent contractors under all applicable laws.

- (11) If the contractor has been the subject of any order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order, or judgment for the City to consider as a factor in determining whether the contractor is a responsible bidder. The contractor may be disqualified for failing to provide the required documentation.
- (12) The contractor's employees who will perform work on the project must be covered under a current worker's compensation policy and must be properly classified under such policy.
- (13) The contractor must be in compliance with all laws regarding health insurance coverage for employees.
- (14) The contractor must possess all applicable professional and trade licenses required for performing the public works contract.
- (15) The contractor must have adequate financial resources to complete the public works contract, and to complete all other work the bidder is presently under contract to complete.
- (16) The contractor must be bondable for the terms of the proposed public works contract.

**(d) Exemptions.**

- (1) This Ordinance does not apply to public construction if the materials for the project are donated or if the labor for the project is provided by volunteers, pursuant to Wis. Stat. §62.15(1).
- (2) This Ordinance does not apply for public emergencies, when damage or threatened damage creates a public emergency as determined by the governing body pursuant to Wis. Stat. §62.15(1b).
- (3) **No Restriction on Discretion.** If information is discovered or comes into the possession of the City or a City department, official, and/or employee responsible for awarding the public works contract, and if such information calls into question the contractor's abilities or competence to faithfully and responsibly comply with the terms of a public works contract, and such information is considered to be both credible and verifiable, then that information shall be considered in determining whether the contractor is a responsible bidder.

**SECTION 2:** All ordinances contravening the provisions of this Ordinance are hereby repealed.

**SECTION 3:** This Ordinance shall take effect after its passage and publication.

Introduced this \_\_\_\_ day of \_\_\_\_\_.

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

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

Approved this \_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

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

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



## COMMON COUNCIL REPORT

Item: Ordinance 3109 - General Street Design Standards for Cul-de-sacs

Recommendation: That the Common Council adopts Ordinance No. 3109, an ordinance Relating to General Street Design Standards and to Repeal and Recreate Section 14.120(h)(1) & (2) of the Municipal Code

Fiscal Impact: None.

- 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 proposed ordinance repeals existing regulations and introduces new standards for designing temporary and permanent cul-de-sacs. Its primary goal is to enhance land use flexibility, particularly in areas with environmental constraints, ownership assembly issues, or connectivity concerns.

Key updates include improved fire safety design and access standards, ensuring emergency vehicles can access all properties and that minimum fire flow rates and durations are met. These measures aim to protect residents and properties during emergencies.

To increase land available for development, the ordinance removes the cap on the number of lots a cul-de-sac can serve and extends the allowable center lane distance. These changes address challenges in areas with environmental restrictions, fragmented ownership, or connectivity issues, allowing for more efficient land use and greater planning flexibility.

The ordinance also standardizes cul-de-sac design by incorporating elements from the Oak Creek Design Manual, including parameters for diameters, minimum dead-end lengths, driveway locations, and curb and gutter designs, ensuring consistency across the jurisdiction.

Options/Alternatives: The Common Council could opt not to adopt the new ordinance and continue as we have in the past. However, this approach may limit the residential development opportunities.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared/Approved:

Matthew J. Sullivan, PE  
Assistant City Administrator/City Engineer

Fiscal Review:

*Maxwell Gagin*

Maxwell Gagin, MPA  
Deputy City Administrator / Finance Officer

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Attachments: Proposed Draft Ordinance No. 3109

ORDINANCE NO. 3109

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

AN ORDINANCE RELATING TO GENERAL STREET DESIGN STANDARDS AND TO REPEAL AND RECREATE SECTION 14.120(h)(1) & (2) OF THE MUNICIPAL CODE.

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

SECTION 1: Sections 14.120 (h)(1) & (2) of the Municipal Code are hereby repealed and recreated to read as follows:

**SEC.14.120 GENERAL STREET DESIGN STANDARDS**

**(h) Cul-de-sac or Dead End Streets.**

**(1) Temporary Cul-de-sacs.**

- a. A temporary cul-de-sac with a minimum pavement diameter of seventy-five (75) feet shall be installed for each dead-end street that exceeds two hundred (200) feet in length. This measurement shall be taken from the street of origin to the end of its right-of-way.
- b. For dead-end streets not requiring a cul-de-sac, where each side abuts only one (1) lot, the driveway for such lot shall be located to exit onto the street of origin.
- c. If either side of the dead-end street abuts two (2) lots, the driveway for the lot nearest the dead end shall be located within the first thirty (30) feet from the street of origin.
- d. Cul-de-sac streets shall not exceed two thousand six hundred forty (2,640) feet in length. The measurement shall be taken along their centerlines from the street of origin to the end of their right-of-way.
- e. Public and access roads shall maintain an unobstructed width that meets the requirements of National Fire Protection Association Code 1 – Fire Code, 2024 Edition (NFPA 1), Chapter 18.2.3.4.1.1, as may be amended, at all times.
- f. More than one access road shall be provided when public access by a single road could be impaired due to vehicle congestion, terrain conditions, climatic conditions, or other factors that could limit access in accordance with NFPA 1, Chapter 18.2.3.4.1.1., as may be amended.
- g. The minimum fire flow and duration times must comply with the standards set forth in NFPA 1, Chapter 18.4., as may be amended.

**(2) Permanent Cul-de-sacs.**

- a. Cul-de-sac streets shall not exceed two thousand six hundred forty (2,640) feet in cumulative length. This measurement shall be taken along the centerlines from the street of origin to the ends of their right-of-way.
- b. Each cul-de-sac shall have a terminus constructed in accordance with the Engineering Design Manual.
- c. Public and access roads shall maintain an unobstructed width that meets the requirements of National Fire Protection Association Code 1 – Fire Code, 2024 Edition (NFPA 1), Chapter 18.2.3.4.1.1, as may be amended, at all times.
- d. More than one access road shall be provided when access by a single road could be impaired due to vehicle congestion, terrain conditions, climatic conditions, or other factors that could limit access in accordance with NFPA 1, Chapter 18.2.3.4.1.1., as may be amended.
- h. The minimum fire flow and duration times must comply with the standards set forth in NFPA 1, Chapter 18.4., as may be amended.

SECTION 2: All ordinances contravening the provisions of this Ordinance are hereby repealed.

SECTION 3: This Ordinance shall take effect after its passage and publication.

Introduced this 20<sup>th</sup> day of August, 2024.

Passed and adopted this 20<sup>th</sup> day of August, 2024.

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

Approved this 20<sup>th</sup> day of August, 2024.

ATTEST:

\_\_\_\_\_  
Mayor

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

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

DRAFT



## COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 8/20/24 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$2,360.00 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

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### Background:

The following item was presented to the License Committee at their 7/31/2024 meeting. Recommendation is as follows:

1. Grant an Operator license to Aaron J. Gross (Gary's Beer & Liquor).

The following items came in after License Committee met. Tentative recommendations are as follows:

2. Grant an Operator's license to:
  - \* Giancarlo L. Ramirez (Kwik Trip)
  - \* Briana R. Weems (South Bound Again)
  - \* Brittany N. Hetchler (Piggly Wiggly)
  - \* April L. Langdon (Piggly Wiggly)
  - \* Cecilia M. Cruzatte (Woodman's)
  - \* Alexandra K. Lindner (Buffalo Wild Wings)
  - \* Alyssa M. Dama (South Bound Again)
  - \* Dorian J. Montgomery (Buffalo Wild Wings)
  - \* Caitlyn M. Conway (Trattoria di Carlo)
  - \* Tiana E. Kahaulopua (Buffalo Wild Wings)
  - \* Joshua S. Tippett (Pick 'n Save)
  - \* Michael E. Taylan (Pick 'n Save)
  - \* Bryelynn M. Miller (Pick 'n Save)
  - \* Cynthia A. Pickard (Pick 'n Save)
  - \* Torey R. Lanza (Buffalo Wild Wings)
  - \* Tara J. Ziglinski (BelAir Cantina)
  - \* Matthew D. Risser (Kwik Trip)
  - \* Nora J. Rayeske (Gary's Beer & Liquor)
  - \* Joshua M. Bartolomey II (Kwik Trip)
  - \* Ethan D. Engelbrecht (Kwik Trip)
  - \* Naomi P. Villalobos (Target)
3. Grant a Temporary Class B Beer license to St. Matthew Parish, Steve Schmidt, Agent, 9303 S. Chicago Rd., for their St. Matthew Fish Boils scheduled for 10/4/2024, 4/4/2025 and 5/16/2025 .
4. Grant a Temporary Class B Beer license to Oak Creek Tourism Commission, Paula Nevarez, Agent, 8040 S. 6<sup>th</sup> Street, for a Green and Gold Tailgate event scheduled for 9/6/24 to be held in Drexel Town Square.

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5. Grant a Temporary Class B Beer license to Oak Creek Tourism Commission, Paula Nevarez, Agent, 8040 S. 6<sup>th</sup> Street, for CAFÉ: A Celebration of Culture scheduled for 9/21/24 to be held in Drexel Town Square.
  
  6. Grant a Change of Agent on the 2024-25 Class B Combination alcohol license issued to Milwaukee Yard Corporation dba Milwaukee Yard, 7727 S. Longwater Dr., from Dylan Swenson to Michele Quiles.

**Options/Alternatives:** None

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Fiscal Review:



Maxwell Gagin, MPA

Deputy City Administrator / Finance Officer

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Prepared:



Christa J. Miller CMC/WCMC  
Deputy City Clerk

Attachments: none



## COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the July 31, 2024 Vendor Summary Report in the total of \$1,821,534.91

**Fiscal Impact:** Total claims paid of \$1,821,534.91

- 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. \$14,130.28 to 9th Avenue Auto Body (pg #11) for hail damage repair.
2. \$190,607.01 to All Ways Contractors (pg #1) for Abendschein parking lot and entrance road. Project #23003.
3. \$7,155.00 to Aurora Medical Group (pg #2) for Fire Department wellness exams and pre-employment physicals.
4. \$14,605.00 to Baycom, Inc. (pgs #2 & 3) for radio maintenance.
5. \$67,641.70 to Bestco UA (pg #3) for August retiree insurance.
6. \$14,644.62 to Butters-Fetting Co. (pg #3) for air conditioner repairs.
7. \$9,700.00 to Cellebrite Inc (pg #21) for annual renewal.
8. \$109,923.57 to City of Oak Creek Police Department (pg #11) for asset forfeitures.
9. \$12,054.70 to Clean Energy (pg #4) for Board of Review Tax Correction.
10. \$56,255.00 to Discover Mediaworks, Inc. (pg #21) for Discover Wisconsin Television Series featuring Oak Creek.
11. \$11,647.00 to DoorMaster Garage Door Co. LLC (pg #5) for door repairs.
12. \$22,511.65 to E. H. Wolf & Sons, Inc. (pg #5) for fuel inventory.
13. \$878,558.81 to Edgerton Contractors, Inc. (pg #5) for work on Lakefront Bluff Stabilization. Project #23005.
14. \$6,999.46 to Edgewater Resources, LLC (pg #5) construction observation. Project #23005.

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15. \$106,090.45 to GFL Environmental (pg #7) for July trash and recycling.
  16. \$14,298.00 to Godfrey & Kahn S.C. (pg #21) for legal services regarding F Street, Ryan Business Park, Oakview Business Park, redevelopment of lakefront site, and audit response.
  17. \$14,026.48 to Interstate Power Systems, Inc. (pg #8) for starter and injector repairs.
  18. \$20,844.00 to JMB & Associates, LLC (pgs 8 & 9) for Police Station & Fire Station #3 VFD replacement. Project #24008.
  19. \$36,552.62 to Payne & Dolan, Inc. (pg #12) for asphalt and annual road improvement project. Project #22003.
  20. \$5,120.00 to Professional Service Industries (pg #12) for semi-annual monitoring of Drexel landfill.
  21. \$14,358.01 to Ramboll America Engineering Solutions, Inc. (pgs #21 & 22) for professional services related to Lakeshore Commons, Peter Cooper, and DTS Closure.
  22. \$8,938.98 to Ray O'Herron Co., Inc. (pg #11) for vest carrier, patches, and ammo.
  23. \$62,337.76 to WE Energies (pgs #19) for street lighting, electricity & natural gas.

Options/Alternatives: None

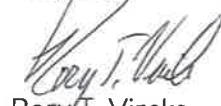
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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Rory T. Vircks  
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA  
Deputy City Administrator / Finance Officer

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Attachments: 07/31/2024 Invoice GL Distribution Report

## COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the August 14, 2024 Vendor Summary Report in the total of \$910,100.00

**Fiscal Impact:** Total claims paid of \$910,100.00

**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

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

1. \$68,448.44 to Bestco UA (pg #2) for September retiree insurance.
2. \$167,236.33 to Bobbi Decker, LP (pg #2) for bond refunds.
3. \$12,532.00 to Buelow Vetter (pg #28) for legal services.
4. \$5,054.65 to CDW Government, Inc. (pg #3) for Meraki renewal.
5. \$60,725.00 to Champ Software, Inc. (pg #3) for annual subscription for 6 Nightingale Notes licenses.
6. \$10,255.20 to DLT Solutions (pg #4) for annual Autodesk/CAD subscription.
7. \$22,091.75 to E. H. Wolf & Sons, Inc. (pg #4) for fuel inventory.
8. \$10,261.21 to Emergency Lighting & Electronics (pg #4) for squad set up parts.
9. \$16,688.11 to Enterprise FM Trust (pg #19) for DPW vehicle lease monthly payment. Project #19024.
10. \$24,707.46 to Hein Electric Supply Co. (pg #6) for supplies for building & grounds maintenance and street lighting. Project #17024.
11. \$9,334.32 to Impulse Productions LLC (pg #6) for evidence cameras.
12. \$21,333.76 to Insight Public Sector, Inc. (pg #6) for desktop replacements. Project #21023.
13. \$13,520.15 to Kansas City Life Insurance Co. (pg #7) for September disability insurance.
14. \$9,834.00 to Paragon Development Systems Inc (pg #10) for desktop replacements. Project #21023.
15. \$14,523.13 to Ramboll America Engineering Solutions, Inc. (pg #29) for professional services related to Lakeshore Commons and Peter Cooper. Project #23005.
16. \$6,939.02 to Securian Financial Group, Inc. (pgs #11-12) for September employee life insurance.

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17. \$5,017.60 to Stark Pavement Corp. (pg #13) for resealing North and South Entrances to City Hall. Project #17026.

18. \$17,375.00 to Tyler Technologies, Inc. (pg #17) for consulting services.

19. \$66,825.21 to US Bank (pgs #19-26) 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. \$15,083.69 to WE Energies (pg #19) for street lighting, electricity & natural gas.

21. \$8,427.15 to WI Court Fines & Surcharges (pg #16) for July court fines.

22. \$214,185.99 to Willkomm Excavating (pg #16) for police parking lot restoration. Project #24003.

**Options/Alternatives:** None

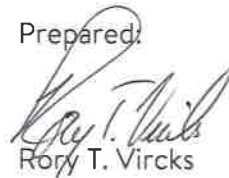
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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Rory T. Vircks  
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA  
Deputy City Administrator / Finance Officer

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Attachments: 08/14/2024 Invoice GL Distribution Report