



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

COMMON COUNCIL MEETING AGENDA

OCTOBER 3, 2017
7:00 P.M.

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

The City's Vision

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 9/19/17

Old Business

4. **Resolution:** Consider Resolution No. 11850-090517, approving a Certified Survey Map for Wesley Schaefer for the properties at 3607 E. Fitzsimmons Rd. and 10028 S. Hillview Ave (4th District) (held 9/5/17).

New Business

5. **Resolution:** Consider Resolution No. 11859-100317, a Resolution approving and directing the execution of an Interagency Agreement by and between the Oak Creek Health Department and the Oak Creek Inspection Department regarding Administration of Certain Responsibilities under Agent Contracts with the State (by Committee of the Whole).
6. **Motion:** Consider a motion to concur with the Mayor's appointments as follows:
Board of Review – filling a vacant 5 year term, expiring 5/2021
 - James D. Potter, 10656 S. Howell Ave.
7. **Motion:** Consider a motion to approve the Vendor Summary Report in the amount of \$1,341,609.97 (by Committee of the Whole).

STREETS, PARKS & FORESTRY

8. **Resolution:** Consider Resolution No. 11856-100317, authorizing the submittal of an application for the 2018 Department of Natural Resources Urban Forestry Grant Program (by Committee of the Whole).

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

TREASURER

9. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending August 31, 2017.
10. **Motion:** Consider a *motion* to approve the renewal of the current Institutional Agency and Custody Agreements with Marshall & Ilsley (M&I) Bank (BMO Harris Bank N.A.), under which it delegates its investment authority, for the period of January 1, 2018 and ending December 31, 2018, and to authorize the appropriate City officials to execute such agreement (by Committee of the Whole).
11. **Motion:** Consider a *motion* to designate Tri City National Bank as the City's depository for banking services, as signed and dated on August 24, 2017, in the Request for Proposal submitted by Tri City National Bank, for a three-year (3) period, with the option to renew for two (2) additional three-year (3) periods, and to authorize the appropriate City officials to execute such contract agreement effective November 15, 2017 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

12. **Resolution:** Consider *Resolution* No. 11857-100317, approving a bus shelter easement with the City of Oak Creek and One West Drexel at 120 W. Town Square Way (2nd District).
13. **Resolution:** Consider *Resolution* No. 11858-100317, approving a certified survey map for Oak Creek Water and Sewer Utilities at 9175, 9235 and 9325 S. 5th Avenue and 3975 E. American Ave. (4th District).

LICENSE COMMITTEE

The License Committee met on 9/27/17. Minutes are attached. Recommendations are as follows:

14. **Motion:** Consider a *motion* to *deny* a Transient Merchant solicitor license to David M. Dufek, 3250 S. Pinewood Creek Ct., New Berlin, on behalf of Sidex Home Improvement Zone, for falsification by omission.

The following items were received after the License Committee met. Tentative recommendations are as follows:

15. **Motion:** Consider a *motion* to grant an Operator's license to the following (*favorable background report received*):
 - Melony A. Jekich, 3934 E. Martin Ave., Cudahy (Sidetracked)
 - Ashley M. Servant, 3826 E. Ryan Rd., Oak Creek (Ryan Road Mobil)
 - Samantha M. Michi, 1544 S. 21st St., Milwaukee (Meijer)
 - Barbara J. Streeter, 9771 S. Austin St., Oak Creek (Sidetracked)
 - Christopher Cordero Miranda, 3711 W. Hilda Ave., Milwaukee (Cubanita's)
 - Johanna M. Burrill, 1423 Milwaukee Ave., South Milwaukee (BelAir Cantina)
 - Paulette S. Hackbarth, 1265 52nd Ave., Kenosha (Meijer)
 - Gabriel I. Wenzelow, 2616 S. Chicago Ave., South Milwaukee (Walgreens)
 - Ciara M. Marino, 615 E. Pergola Pl., Oak Creek (Aldi)
 - Niah L. Hobbs, 515 E. Shepards Hill Dr., Oak Creek (Charcoal Grill)
 - Nathan C. Miller, 3740 Debby Ln., Franksville (Buffalo Wild Wings)

16. **Motion:** Consider a *motion* to grant a Transient Merchant solicitor license to Dallas D. Bernal, selling home improvement products on behalf of Sidex Home Improvement Zone. (*favorable background report received*).
17. **Motion:** Consider a *motion* to *grant* a change of premise to the 2017-18 Reserve Class B Combination license granted to Marc Bianchini, CUB DTS, LLC, dba Cubanita's 7973 S. Main St., to include an extension of premise into Drexel Town Square for the following events: Fall Festival (10/21), and Winter Festival (2/17/2018).
18. **Motion:** Consider a *motion* to *grant* a Temporary Class "B" Beer license to Angela Weins, Agent on behalf of the Oak Creek Lions Club for a Bike MS–Throw MS in the Hole event to be held at Fuel Fitness, LLC, 440 W. Rawson Ave., Oak Creek, on Saturday, October 21, 2017.

MISCELLANEOUS

19. **Motion:** Consider a *motion* to convene into Closed Session pursuant to Wisconsin State Statutes to discuss the following:
 - a. Section 19.85(1)(e) to consider a proposed term sheet, including a TIF incentive grant, between HSA Acquisitions, Inc. and the City of Oak Creek regarding the property at 610 West Rawson Avenue, 7001 South 6th Street and 7045 South 6th Street.
 - b. Section 19.85(1)(g) to consider the Notice of Claim filed by Barbara Stamm regarding an injury sustained on May 11, 2016 near the intersection of Wood Creek Drive and Sunnyview Drive.
 - c. Section 19.85(1)(e) to discuss negotiating strategy with respect to outstanding issues related to closing on the sale of the property at 8000 South Market Street to The Waters Senior Living Holdings, LLC, pursuant to the Land Purchase Agreement.
20. **Motion:** Consider a *motion* to reconvene into Open Session.
21. **Motion:** Consider a *motion* to take action, if required.

Adjournment.

Public Notice

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

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at 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

City of Oak Creek Common Council Report

Meeting Date: October 3, 2017
held: September 5, 2017

Item No.: 4

Recommendation: That the Council adopts Resolution No. 11850-090517 approving a Certified Survey Map for Wesley Schaefer for the properties at 3607 E. Fitzsimmons Rd. and 10028 S. Hillview Ave.

Background: The Applicant is requesting approval of a Certified Survey Map (CSM) combining the properties at 3607 E. Fitzsimmons Rd. and 10028 S. Hillview Ave. As mentioned in the submitted narrative, the Applicant wishes to use the existing water and sewer laterals in Outlot 1 of the New Heights subdivision (10028 S. Hillview Ave.) for the house at 3607 E. Fitzsimmons Rd. Laterals may not cross property boundaries, and the Oak Creek Water and Sewer Utility requires unused laterals to be abandoned at the main.

Council will note that unlike the Hillview property, the Fitzsimmons property is not located in the New Heights subdivision. Per Wis. Stats. 236.34(1)(dm), a CSM that crosses the exterior boundary of a subdivision plat "must be approved in the same manner as a final plat of a subdivision must be approved under s. 236.10, must be monumented in accordance with s. 236.15 (1), and shall contain owners' and mortgagee's certificates that are in substantially the same form as required under s. 236.21 (2) (a)." In other words, the CSM must be approved by both the Plan Commission and Common Council, and contain the same language in the signature blocks as a subdivision plat. Staff has conferred with the City Attorney regarding this, and while the CSM process may be completed at the City-level, it does not preclude the Applicant from fulfilling other requirements as may be required (e.g., Homeowners Association or subdivision obligations, etc.).

A small wetland area has been identified in the northwest corner of the Fitzsimmons property; however, there is evidence that wetlands may also exist on the southern portion of the lot. All wetlands must be delineated and shown on the CSM prior to recording.

There are also several errors that must be corrected:

- The Plan Commission and Common Council approval blocks appear twice.
- The signature blocks for the Chair of the Plan Commission Chair and Mayor must be updated with Mayor Daniel J. Bukiewicz's name.
- The Common Council approval block is missing the dedication of the Fitzsimmons Rd. right-of-way.

No new driveway access off of Hillview Avenue was requested nor included in the approval recommendation. Hillview Avenue as currently constructed cannot accommodate new driveways. Additionally, the combination of the properties does not


automatically result in a rezoning of the Outlot to A-1, Limited Agricultural – the property would be “split-zoned.” Should the Applicant wish to include the entirety of the parcel in one zoning district, a separate rezoning request would be required.

The Plan Commission reviewed this CSM at their meeting on August 22, 2017, and recommended approval with the following conditions:

1. That all unused laterals are abandoned at the main in conformance with Oak Creek Water and Sewer Utility requirements.
2. That the landowner and mortgagee signature page is updated in conformance with the requirements of Wis. Stats. 236.34(1)(dm).
3. That a wetland delineation be completed on the property by a Wisconsin DNR-approved professional with all wetlands shown and clearly labeled on all pages of the CSM prior to recording.
4. That the signature page is updated to remove redundancies and to reflect the current Plan Commission Chair and Mayor’s name.
5. That dedication and acceptance language for the public right-of-way (Fitzsimmons Rd.) is updated in the Common Council approval block.
6. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Fiscal Impact: The combination of the Fitzsimmons lot with the Outlot in the New Heights subdivision will create one (1) conforming building lot in the A-1, Limited Agricultural and Rs-3, Single Family Residential districts. As mentioned above, the Fitzsimmons property is currently under development for single-family residential and agricultural purposes. Development of the lot will have positive fiscal impacts for the City in terms of assessed value and potential impact fees. These properties are not part of a TID.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully submitted,



Andrew J. Vickers, MPA
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

RESOLUTION NO. 11850-090517

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
WESLEY SCHAEFER

3607 E. Fitzsimmons Rd. and 10028 S. Hillview Ave.
(4th Aldermanic District)

WHEREAS, WESLEY SCHAEFER, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this certified survey map be approved subject to the following conditions:

1. That all unused laterals are abandoned at the main in conformance with Oak Creek Water and Sewer Utility requirements.
2. That the landowner and mortgagee signature page is updated in conformance with the requirements of Wis. Stats. 236.34(1)(dm).
3. That a wetland delineation be completed on the property by a Wisconsin DNR-approved professional with all wetlands shown and clearly labeled on all pages of the CSM prior to recording.
4. That the signature page is updated to remove redundancies and to reflect the current Plan Commission Chair and Mayor's name.
5. That dedication and acceptance language for the public right-of-way (Fitzsimmons Rd.) is updated in the Common Council approval block.
6. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following conditions:

1. That all unused laterals are abandoned at the main in conformance with Oak Creek Water and Sewer Utility requirements.
2. That the landowner and mortgagee signature page is updated in conformance with the requirements of Wis. Stats. 236.34(1)(dm).

3. That a wetland delineation be completed on the property by a Wisconsin DNR-approved professional with all wetlands shown and clearly labeled on all pages of the CSM prior to recording.
4. That the signature page is updated to remove redundancies and to reflect the current Plan Commission Chair and Mayor's name.
5. That dedication and acceptance language for the public right-of-way (Fitzsimmons Rd.) is updated in the Common Council approval block.
6. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 5th day of September, 2017.

Passed and adopted this ____ day of September, 2017.

Kenneth Gehl, Common Council President

Approved this _____ day of September, 2017.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

Location Map 10028 S. Hillview Ave. & 3607 E. Fitzsimmons Rd.



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

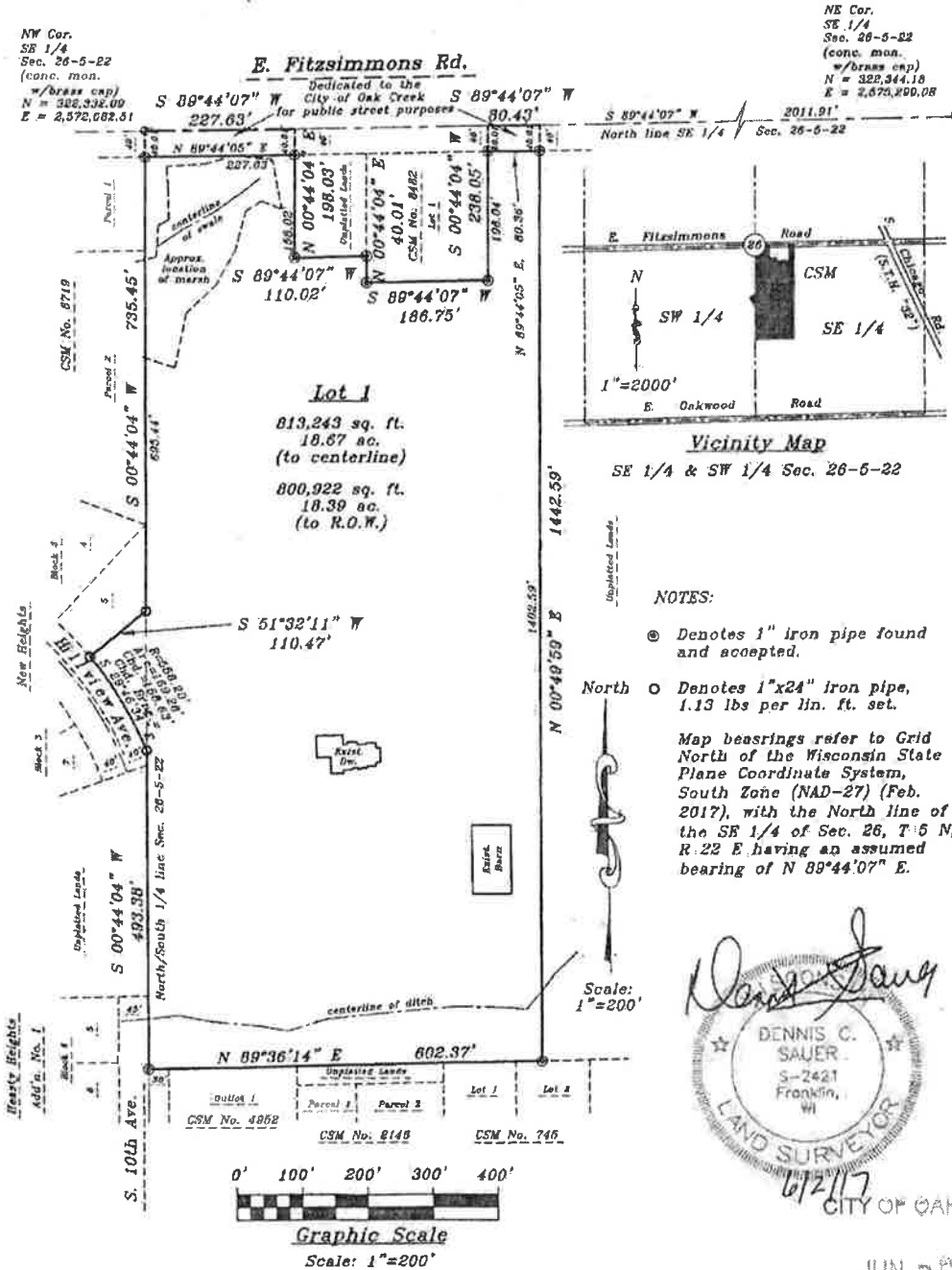


Legend

	10028 S. Hillview Ave.
	3607 E. Fitzsimmons Rd.
	Zoning Overlays
	C-1 Shoreland Wetland
	RF-Flood Fringe
	Lakefront Overlay
	NO-Mixed Use Neighborhood
	OO-Mixed Use Office
	RR-Regional Retail

CERTIFIED SURVEY MAP NO. _____

Being a part of lands in the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and Outlot 1, Block 2, New Heights, being a part of the Northeast 1/4 of the Southwest 1/4, all in Section 26, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

Being a part of lands in the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and Outlot 1, Block 2, New Heights, being a part of the Northeast 1/4 of the Southwest 1/4, all in Section 26, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a part of lands in the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and Outlot 1, Block 2, New Heights, being a part of the Northeast 1/4 of the Southwest 1/4, all in Section 26, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4; thence S 89°44'07" W along the North line of said Southeast 1/4 and the Centerline of East Fitzsimmons Road, 2011.91 feet to the point of beginning of the lands to be described; thence continuing S 89°44'07" W along the North line of said Southeast 1/4 and Centerline of East Fitzsimmons Road, 80.43 feet to a point; thence S 00°44'04" W, 238.05 feet to a point; thence S 89°44'07" W, 186.75 feet to a point; thence N 00°44'04" E, 40.01 feet to a point; thence S 89°44'07" W, 110.02 feet to a point; thence N 00°44'04" E, 198.03 feet to a point on the North line of said Southeast 1/4 and Centerline of said East Fitzsimmons Road; thence S 89°44'07" W along the North line of said Southeast 1/4 and Centerline of said East Fitzsimmons Road, 227.63 feet to the Northwest corner of said Southeast 1/4; thence S 00°44'04" W along the North/South 1/4 line of said Section 26, 735.45 feet to a point; thence S 51°32'11" W, 110.47 feet to a point on the Northeast line of Hillview Avenue; thence Southeasterly along said Northeast line 169.28 feet along the arc of a curve whose center is to the Southwest, whose radius is 558.20 feet, and whose chord bears S 29°46'34" E, 168.63 feet to a point on the North/South 1/4 line of said Section 26; thence S 00°44'04" W along said North/South 1/4 line, 493.38 feet to a point; thence N 89°36'14" E, 602.37 feet to a point; thence N 00°49'59" E, 1442.59 feet to the point of beginning. Said lands containing 813,243 square feet (18.67 Acres) to Centerline and 800,922 square feet (18.39 Acres) to R.O.W.

That I have made such survey, land division and map by the direction of Wesley A Schaefer, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and Chapter 14 of the Municipal Code of the City of Oak Creek in surveying, dividing and mapping the same.

JUNE 2, 2017
Date



Dennis C. Sauer
Dennis C. Sauer
Professional Land Surveyor S-2421

PREPARED FOR:
Wesley Schaefer
3607 E Fitzsimmons Rd
Oak Creek, WI 53154

PREPARED BY: Dennis C Sauer
Metropolitan Survey Service, Inc.
9415 W Forest Home Ave, #202 CITY OF OAK CREEK
Hales Corners, WI 53130

JUN - 8 2017

RECEIVED

CERTIFIED SURVEY MAP NO. _____

Being a part of lands in the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and Outlot 1, Block 2, New Heights, being a part of the Northeast 1/4 of the Southwest 1/4, all in Section 26, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

I, Wesley A Schaefer, as owner, do hereby certify that I have caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and Chapter 14 of the Municipal Code of the City of Oak Creek.

WITNESS the hand and seal of said owners this _____ day of _____, 20__.

Wesley A Schaefer

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

PERSONALLY came before me this _____ day of _____, 20__, Wesley A Schaefer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public-State of Wisconsin
My Commission Expires: _____

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the City of Oak Creek on this _____ day of _____, 20__.

Stephen Scaffidi, Chairman
City of Oak Creek

Douglas W. Seymour, Corresponding
Secretary, City of Oak Creek

COMMON COUNCIL APPROVAL

APPROVED and accepted by the Common Council of the City of Oak Creek on this _____ day of _____, 20__, by Resolution No. _____.

Stephen Scaffidi, Mayor
City of Oak Creek

Catherine A. Roeske, Clerk
City of Oak Creek

THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2421



CITY OF OAK CREEK

JUN - 5 2017

RECEIVED

CERTIFIED SURVEY MAP NO. _____

Being a part of lands in the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and Outlot 1, Block 2, New Heights, being a part of the Northeast 1/4 of the Southwest 1/4, all in Section 26, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the City of Oak Creek on this _____ day of _____, 20__.

Stephen Scaffidi, Chairman
City of Oak Creek

Douglas W. Seymour, Corresponding
Secretary, City of Oak Creek

COMMON COUNCIL APPROVAL

APPROVED and accepted by the Common Council of the City of Oak Creek on this _____ day of _____, 20__, by Resolution No. _____.

Stephen Scaffidi, Mayor
City of Oak Creek

Catherine A. Roeske, Clerk
City of Oak Creek



THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2421

CITY OF OAK CREEK

JUN - 8 2017

RECEIVED

City of Oak Creek Common Council Report

Meeting Date: October 3, 2017

Item No.: 5

RECOMMENDATION: Consider Resolution 11859-100317, A Resolution Approving and Directing the Execution of an Interagency Agreement by and between the Oak Creek Health Department and the Oak Creek Inspection Department Regarding Administration of Certain Responsibilities under Agent Contracts with the State.

BACKGROUND: At the September 3, 2017 Common Council meeting, the Council approved a reorganization of the Health Department. A structural change recommended in the reorganization was to move Sanitarian functions from the supervision of the Community Public Health Officer to the Inspections Department Supervisor. To effect that change, state agencies for which the City acts contractually as an "agent of the state" required their review/approval of the new supervisory reporting structure.

The Departments of Safety and Professional Services (DSPS) and Ag, Trade, and Consumer Protection (DATCP) have reviewed and approved the attached "Interagency Agreement" outlining the new structure. Their written approvals are included with this staff report.

FISCAL IMPACT: The fiscal impact was previously stated in the City Administrator's memo dated August 24, 2017 entitled "Recommended Actions for Health Department Reorganization."

Prepared & Respectfully Submitted by:

Fiscal Review by:



Andrew J. Vickers, M.P.A.
City Administrator



Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Reviewed by:



Becky L. Schermer, A.B.D.
Human Resources Manager

RESOLUTION NO. 11859-100317

BY: _____

A RESOLUTION APPROVING AND DIRECTING THE EXECUTION OF AN INTERAGENCY AGREEMENT BY AND BETWEEN THE OAK CREEK HEALTH DEPARTMENT AND THE OAK CREEK INSPECTION DEPARTMENT REGARDING ADMINISTRATION OF CERTAIN RESPONSIBILITIES UNDER AGENT CONTRACTS WITH THE STATE

WHEREAS, the City of Oak Creek has a level III Health Department that includes Registered Sanitarians who perform certain sanitarian work as agents of the State of Wisconsin; and

WHEREAS, traditionally, the Registered Sanitarians have reported to, and have been supervised by, the Community Public Health Officer of the Health Department; and

WHEREAS, for management and service delivery efficiency, the Common Council has determined to change the supervisory responsibility for Registered Sanitarians from the Community Public Health Officer to the Inspection Department Supervisor; and

WHEREAS, the Wisconsin Department of Agriculture, Trade and Consumer Protection ("DATCP") and Wisconsin Department of Safety and Professional Services ("DPS"), with which the City has agent contracts for certain public health functions, has acknowledged the new supervisory structure as sufficient to administer said agent contracts; and

WHEREAS, DATCP and DPS have approved the Interagency Agreement by and Between the Oak Creek Health Department and the Oak Creek Inspection Department Regarding Administration of Certain Responsibilities Under Agent Contracts with the State ("Interagency Agreement");

NOW, THEREFORE, BE IT RESOLVED that the City of Oak Creek Common Council hereby approves the Interagency Agreement outlining the change in supervisory structure and reporting of the Registered Sanitarians.

BE IT FURTHER RESOLVED that the City of Oak Creek Common Council hereby directs the Interim Community Public Health Officer, Inspection Department Supervisor, and City Engineer to fully execute and implement the Interagency Agreement.

Introduced at a regular meeting of the Common Council of the City of Oak Creek this 3rd day of October, 2017.

Passed and adopted this ____ day of _____, 2017.

President, Common Council

Approved this _____ day of _____, 2017.

Mayor

INTERAGENCY AGREEMENT

BY AND BETWEEN THE OAK CREEK HEALTH DEPARTMENT AND THE OAK CREEK INSPECTION DEPARTMENT REGARDING ADMINISTRATION OF CERTAIN RESPONSIBILITIES UNDER AGENT CONTRACTS WITH THE STATE

WHEREAS, the Wisconsin Department of Agriculture, Trade and Consumer Protection (“DATCP”) and the City of Oak Creek Health Department (the “City”) entered into a contract to administer the retail food and recreational programs for DATCP dated September 26, 2016 (the “DATCP Agent Contract”), whereby the City agreed to act as the Department’s local agent, as authorized by §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATCP 74, to administer the retail food and recreational establishment program and for the purpose of enforcing Wis. Stat. §97.30 and Subchs. III and IV of ch. 97 and the applicable provisions of the Wisconsin Administrative Code; and

WHEREAS, the Wisconsin Department of Safety and Professional Services (“DPS”) and the City entered into an agreement for tattooing and body art dated November 8, 2016 with Addendum A dated February 7, 2017 (the “DPS Agent Contract”), whereby the City agreed to act as an agent of DPS, as authorized by Wis. Stat. ch. 463 and Wis. Admin. Code ch. SPS 221, to protect public health through enforcement of regulations which will promote safe and adequate care and treatment of individuals receiving tattooing or body piercing and eliminate or greatly reduce the danger of exposing these individuals to communicable disease or infection;

NOW, THEREFORE, the parties agree to the following under the DATCP Agent Contract and the DPS Agent Contract (collectively, the “Agent Contracts”):

I. PURPOSE

The purpose of this Interagency Agreement is to provide an alternative framework for the City’s administration of certain Environmental Health programs required by the Agent Contracts.

II. BACKGROUND

In an effort to provide for more efficient and effective administration of specific responsibilities contained in the Agent Contracts, the City desires its Registered Sanitarian(s) to be located in, and have daily oversight provided by, the City Inspection Department. The City is experiencing significant economic development which has, and will continue to, strain resources dedicated to the City’s fulfillment of its responsibilities under the Agent Contracts. The City has explored several options to augment resources of its establishment inspection and licensure program, including joining the Environmental Health Consortium comprised of South Milwaukee, St. Francis, and Cudahy; and including a full consolidation of South Milwaukee and Oak Creek Health Departments. Given the current growth dynamics of the City and other considerations, however, the City has determined that an internal shifting of resources and management responsibilities, as outlined in this MOU, is the best approach.

III. ENVIRONMENTAL HEALTH PROGRAM FUNCTIONS CONTEMPLATED IN THIS INTERAGENCY AGREEMENT

The scope of Environmental Health Program functions to be carried out by Registered Sanitarian(s) within the City Inspection Department are specific to the following: issuance of licenses, inspection, and regulation of retail food establishments (including restaurants), campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and breakfast establishments, and tattooing establishments, body art establishments, and combined tattooing and body art establishments, all as specified under the Agent contracts, enforcing all applicable provisions of the Wisconsin Statutes and Administrative Code and associated Department policies including Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code chs. ATCP 72 (Hotel, Motel and Tourist Rooming Houses), 73 (Bed and Breakfast Establishments), 74 (Local Agents and Regulation), 75 (Retail Food Establishments) and Appendix (Wisconsin Food Code), 76 (Safety, Maintenance, and Operation of Public Pools and Water Attractions), 78 (Recreational and Educational Camps), 79 (Campgrounds), and chapter 463, Wis. Stats. and Wis. Admin. Code chapter SPS 221. Establishment licensure functions such as building plan reviews, occupancy inspections and certifications, and change of ownership review related to licensing, inspecting, and regulating the above facilities shall also be the responsibility of the Registered Sanitarian(s) in the Inspection Department.

With the exception of incidental, and non-recurring, duties or tasks, Registered Sanitarian(s) will not be tasked with any other work that has traditionally been the responsibility of existing Planning, Inspection, or Engineering staff.

Traditional services and responsibilities of the City Environmental Health Program such as safe human habitation, vermin issues, radon and/or lead abatement and education shall remain the responsibility of the City's public health nursing team as directed by the Community Public Health Officer ("CPHO"). If, at any time, the CPHO deems the resources of the Registered Sanitarian(s) are required to temporarily fulfill other Environmental Health program needs, the CPHO shall notify the inspection Supervisor of the need such that scheduling of the Sanitarian(s)'s duties can be coordinated to meet those temporary needs. Any additional and standing responsibilities required of the Registered Sanitarian(s) by the CPHO to fulfill Environmental Health program needs outside of those incorporated by reference above and related to establishment inspection and licensure require an amendment to this MOU

In the event of a health epidemic, outbreak, or other public health emergency, the CPHO shall be allowed to utilize the Registered Sanitarian(s) in any manner he or she sees fit, and for any duration necessary to quell the public health emergency.

IV. SUPERVISORY AND REPORTING RESPONSIBILITIES

The Registered Sanitarian(s) employed or otherwise contracted by the City shall be housed in the City Inspection Department at the Oak Creek City Hall, 8040 South 6th Street, Oak Creek, Wisconsin 53154, facilities located directly adjacent to the City Health Department. Registered Sanitarian(s) shall report directly to the City's Inspection Department Supervisor, who ultimately reports to the Building Commissioner. The Inspection Department Supervisor shall be charged with management oversight of the Registered Sanitarian(s) and shall include, but not be limited to: managing and directing daily work, enforcing personnel policies and procedures, evaluating employee performance and devising performance improvement plans when needed, establishing productivity goals, providing for continuing education, and ensuring adherence to established program budgets.

To ensure compliance with applicable statutes and administrative codes, the Registered Sanitarian(s) and Inspection Department Supervisor shall meet at least quarterly with the CPHO to assess the workflow, productivity, and issues encountered while performing the work. Registered Sanitarian(s) will coordinate with the CPHO for any corrective orders, actions or similar matters that result from non-compliance to the extent that such orders must be issued by the CPHO. The Inspection Department Supervisor shall ensure that any local, state, and federal reporting that is the responsibility of the CPHO is seamlessly coordinated to the maximum extent practicable.

V. FISCAL CONSIDERATIONS

The City budgets both revenues and expenditures for its Health Department, including the establishment-licensure programmatic areas, in its General Fund. Revenues are not presently segregated for the sole use of the Health Department. The reporting relationship between Registered Sanitarian(s) and Inspection Supervisor contemplated by this Interagency Agreement does not constitute a loss of revenue to the Health Department. The City may elect to shift budgeting and accounting for establishment inspection and licensure-related expenditures contemplated herein to the operating budget of the Inspection Department in any subsequent budget cycle or budget document.

VI. APPROVING AGENCIES

This Interagency Agreement, and any subsequent amendment, shall require ratification by the City's Common Council, and, subsequent to Common Council action, will require executed signatures of the Community Public Health Officer and Inspections Department Supervisor. Prior to the above actions, appropriate representatives from DATCP and DSPS shall provide the City written acknowledgement that the form and substance of this Interagency Agreement are adequate.

VII. DURATION AND COMMENCEMENT

This Interagency Agreement shall remain continually in effect unless the City, DATCP, or DSPS determines the relationship no longer upholds the goals, requirements, or responsibilities outlined in the Agent Contracts or any amended or successor Agent Contracts. All remedies and corrective measures shall be exhausted before any party seeks a termination of this Interagency Agreement. In that event, the terminating party must give at least a 60-day written notice of termination to the other parties.

~~The term of this agreement shall begin on the date of the last signature and continue until replaced by a new agreement or terminated upon mutual agreement, and in no event shall take effect any later than January 1, 2018.~~

CITY OF OAK CREEK HEALTH DEPARTMENT

By: Anne Barberena,
Interim Community Public Health Officer

Date:

CITY OF OAK CREEK INSPECTION DEPARTMENT

By: Jeffrey Lynch, Inspection Department Supervisor

Date:

Acknowledged By: Michael Simmons, City Engineer

Date:



State of Wisconsin
Governor Scott Walker

Department of Agriculture, Trade and Consumer Protection
Ben Brancel, Secretary

August 3, 2017

City of Oak Creek
Andrew J. Vickers, City Administrator
8040 S. 6th Street
Oak Creek, WI 53154

Re: Agent contract

Dear Mr. Vickers:

Thank you for the conversation we had and for sending me the proposed framework the City of Oak Creek has developed for the supervision of the sanitarians under the agent contract you have with the department. The department of agriculture, trade and consumer protection approves your proposal with the following conditions:

- Provide a signed final copy of the interagency agreement, including the MOU framework, for supervision of the sanitarians that are performing work under the agent contract with the department.
- The department's agent contract will remain the responsibility of the Oak Creek Health Department.
- Any changes to the proposed framework or interagency agreement will need to be resubmitted to the department for continued approval.
- The department reserves the right to rescind this approval if upon evaluation, the department determines the agent fails to meet contract requirements.

Feel free to contact me if you have further questions.

Sincerely;

James Kaplanek
Retail Food & Recreational Technical Section
DATCP
608-224-4735
James.kaplanek@wisconsin.gov

Agriculture generates \$88 billion for Wisconsin

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • Wisconsin.gov

An equal opportunity employer

Wisconsin Department of Safety and Professional Services
Division of Professional Credential Processing
1400 East Washington Avenue
PO Box 8935
Madison WI 53708-8935



Phone: 608-266-2112
Web: <http://dsps.wi.gov>
Email: dps@wisconsin.gov

Scott Walker, Governor
Laura Gutiérrez, Secretary

September 26, 2017

Andrew J. Vickers, City Administrator
City of Oak Creek
8040 S. 6th Street
Oak Creek, WI 53154

RE: Interagency Agreement Approval

Dear Mr. Vickers:

The Department of Safety and Professional Services (Department) is in receipt of your request for the Department's approval to the Interagency Agreement providing for a change in supervisory responsibilities for sanitarians from the Oak Creek Health Department to the Inspection Department, as it relates to the Tattoo and Body Art Terms of Agreement, effective November 8, 2016 through December 31, 2021. The Department hereby approves the proposed Interagency Agreement.

Thank you.

Sincerely,

Michael Berndt, Chief Legal Counsel
On behalf of the Department of Safety and Professional Services

City of Oak Creek Common Council Report

Meeting Date: October 2, 2017

Item No.: 7

Recommendation: That the Common Council approves payment of the obligations as listed on the September 27, 2017 Invoice GL Distribution Report.

Background: Of note are the following payments:


1. \$9,000.00 to Baker Tilly (pg #2) for 2016 financial audit services.
2. \$13,326.00 to Buelow Vetter (pg #3) for legal services.
3. \$7,277.71 to Community Design Group (pg #4) for professional services relating to Safe Routes to school grant.
4. \$596,236.37 to Edgerton Contractors, Inc. (pg #5) for Lake Vista Community Park and playground.
5. \$11,824.00 to Godfrey & Kahn S.C. (pg #7) for legal services regarding Drexel Town Square, Emerald Row, and Lakefront.
6. \$10,992.81 to Kansas City Life Insurance Co (pg #10) for October disability insurance.
7. \$241,292.52 to Liberty Property Trust (pg #11) for TIF #7 developer payment.
8. \$19,516.97 to MADACC (pg #13) for animal control and debt payment.
9. \$164,235.25 to Rasch Construction & Engineering (pg #15) for Lake Vista structure construction and engineering services.
10. \$12,068.75 to R.A. Smith (pg #17) for inspection services relating to the following projects: Ikea Way and Drexel Ridge apartments.
11. \$23,835.31 to Short Elliott Hendrickson, Inc (pg #17) for bridge maintenance.
12. \$20,741.85 to Smith Group JJR (pgs #17-18) for professional services regarding Lake Vista redevelopment plan for community park construction: Oct'16, August'16, and Jan 28, 2017 thru May 26, 2017.
13. \$18,560.00 to Tyler Technologies, Inc. (pg #19) for assessor services.
14. \$5,886.53 to Uline (pg #19) for Drexel Town Square bike racks and picnic tables with umbrellas.
15. \$49,640.70 to WE Energies (pgs #19-20) for street lighting, electricity & natural gas.
16. \$12,749.00 to Wheaton Franciscan Medical Group (pg #21) for nurse practitioner services/supplies.
17. \$12,833.14 to Willpower Services, Inc. (pg #21) for street vehicle #63 transmission repair.

Fiscal Impact: Total claims paid of \$1,341,609.97.

Prepared by/Fiscal Review by:


Bridget M. Souffrant, CMTW
Finance Director/Comptroller

Respectfully submitted,


Andrew J. Vickers, M.P.A
City Administrator

City of Oak Creek Common Council Report

Meeting Date: October 3, 2017

Item No.: 8

Recommendation:

That the Common Council approve Resolution Number 11856-100317, authorizing the City Forestry Division of the Streets, Parks and Forestry Department, to submit an application for a 2018 Department of Natural Resources Urban Forestry Grant.

Background:

Over the past 10-15 years, emerald ash borer has greatly reduced the tree canopy of Oak Creek. This grant proposal consists of four components which support emerald ash borer management, and tree canopy reforestation and maintenance.

Component 1: Riverbank Reforestation - Targeted invasive shrub removal along the Oak Creek in NE Sec. 30 and SW Sec. 17. Plant seedlings with forestry staff and volunteers.

Component 2: Southbranch Street Tree Planting – 50 ash tree replacements, due to area removals and woodland losses since 2009.

Component 3: Emerald Ash Borer Treatments - general street trees using emamectin benzoate; chemical product and labor.

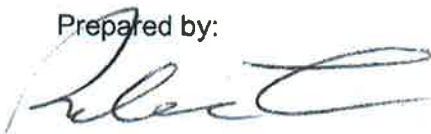
Component 4: Shepard Pond Prairie Oak Savanna Establishment (over/within existing prairie). Reshape prairie, cut path; plant various sized white and bur oak trees (35).

Fiscal Impact:

Grant are capped at \$50,000 with a 50 percent DNR reimbursement. This grant is organized to recapture associated labor hours and supplies.

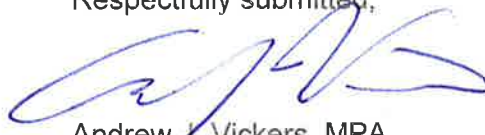
Streambank Reforestation – Seedings and Labor	\$ 4,721.00
Southbranch Industrial Park Street Trees – Trees and Labor	\$ 13,133.00
EAB Street Tree Treatments – Chemical and Labor	\$ 10,136.00
Savanna establishment / tree planting – Trees and Labor	<u>\$ 6,905.00</u>
Total Project:	\$ 34,895.00
Maximum Reimbursement:	\$ 17,448.00

Prepared by:




Rebecca Lane,
City Forester

Respectfully submitted,



Andrew J. Vickers, MPA
City Administrator

Approved by:



Ted Johnson
Director of Streets, Parks & Forestry

Fiscal Review by:



Bridget M. Souffrant
Finance Director / Comptroller

RESOLUTION NO. 11856-100317

BY: _____

**RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION
FOR THE 2018 URBAN FORESTRY GRANT PROGRAM**

WHEREAS, the City of Oak Creek, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the City of Oak Creek attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project.

NOW, THEREFORE, BE IT RESOLVED, the applicant, the City of Oak Creek, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement.

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers Rebecca Lane, City Forestry, its official or employee, to act on its behalf.

Introduced at a regular meeting of the Common Council of the City of Oak Creek, held this 3rd day of October, 2017.

Passed and adopted this _____ day of October, 2017.

President, Common Council

Approved this _____ day of October, 2017.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

City of Oak Creek Common Council Report

Meeting Date: 10/03/2017

Item No.: 9

Communication: Attached please find the summarized Treasurer's Report for the City of Oak Creek investment and banking accounts, for the month ending August 31, 2017.

Background: I have created a monthly Treasurer's Report for the purpose of providing the City of Oak Creek Common Council and the public with the current condition of the City's treasury, to be presented at their first meeting of each month. This report summarizes the investment and banking accounts end of the month balances. It is not intended to infer available funds for general purpose spending since some funds are allocated for specific uses such as Tax Incremental Districts, large projects, distribution of tax collection to other underlying taxing jurisdictions etc.

This monthly report, along with an additional comprehensive report, is reviewed by the Finance Committee to assist with investment decisions and other financial strategies. The attached report is for the month ending August 31, 2017 and is highlighted below:

<u>Investment/Banking:</u>	<u>Beginning Bal</u>	<u>Ending Bal</u>	<u>Interest Earned</u>	<u>Rate</u>
• Tri City Bank	\$ 4,300,109.04	\$ 4,888,477.81	\$ 4,275.23	1.13167%
• DANA Investments	\$ 6,663,589.17	\$ 6,672,445.32	\$11,156.55	1.40%
• BMO Global	\$ 4,862,899.30	\$ 4,873,932.57	\$ 9,455.96	1.61%
• American Deposit	\$ 6,367,385.05	\$ 3,727,325.11	\$ 4,046.16	1.00% / 0.85%
• LGIP	\$19,693,179.58	\$13,308,437.63	\$15,258.05	1.00%
• Ehlers	\$0	\$ 4,500,908.40	\$ 66.03	1.0727%
• Total Treasury	\$41,887,162.14	\$37,971,526.84	\$44,257.98	

Tax Collections:

• Collections at City Hall (Tax Acct 2)	\$4,058.47	
• Collections At Bank/Lockbox	\$	
Total Tax Collections	\$4,058.47	0.005% of Tax Levied

Please note that the Finance Committee meeting was held prior to receiving all of the August data; the August reports were sent to the member's separately.

Fiscal Impact: Presenting the monthly condition of the treasury at an open meeting of the Common Council will provide additional financial data to decision makers while enhancing transparency to the public.

Prepared by:



Barbara Guckenberger, CMTW
City Treasurer

Respectfully submitted by:



Andrew J. Vickers, M.P.A.
City Administrator

Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

City of Oak Creek							
Treasurer Report on Investment and Banking							
Name of Account	Beginning Balance	Additions	Subtractions	Account Ending Balance	Actual Interest Earned	Interest Rate	Percentage of Total Invested
Tri City National Bank	4,300,109.04	17,167,432.61	(16,579,063.84)	4,888,477.81	4,275.23	1.13167%	12.87%
General Fund	3,964,659.68	16,784,494.14	(16,164,825.05)	4,584,328.77			
0	-	-	-	-			
Title 125	35,349.66	22,016.76	(22,141.57)	35,224.85			
Police Credit Card	15,410.18	24,247.00	(15,798.95)	23,858.23			
Parks & Rec Counter Credit Card	8,953.13	9,521.95	(9,161.19)	9,313.89			
Tax Payment Account #2	88,292.67	4,058.47	-	92,351.14			
Parks & Rec Online Credit Card	796.87	6,835.00	(2,107.27)	5,524.60			
Health Insurance	63,794.79	274,302.58	(295,559.93)	42,537.44			
Tax Payment Account	53,382.18	-	-	53,382.18			
EMS	69,469.88	41,956.71	(69,469.88)	41,956.71			
DANA Investment Advisors	6,663,589.17	11,270.72	(2,414.57)	6,672,445.32	11,156.55	1.40%	17.57%
BMO Global Asset Management	4,862,899.30	14,005.28	(2,972.01)	4,873,932.57	9,455.96	1.61%	12.84%
American Deposit Management (ADM)	6,367,385.05	4,046.16	(2,644,106.10)	3,727,325.11	4,046.16	1.00%	9.82%
*ADM General Account Balance	2,124,939.92	789.45	(2,123,404.09)	2,325.28	789.45	*0.85% 2DS	
Local Government Investment Pool (LGIP)	19,693,179.58	5,902,308.32	(12,287,050.27)	13,308,437.63	15,258.05	1.00%	35.05%
*LGIP General Account Balance	9,484,860.59	2,993,180.41	(4,800,000.00)	7,678,041.00	6,130.14		
Ehlers Investment	-	4,501,253.63	(345.23)	4,500,908.40	66.03	1.0727%	11.85%
Total Balance	41,887,162.14	27,600,316.72	(31,515,952.02)	37,971,526.84	44,257.98		
*General Account Balance shown separately and is also part of the total account listed above; although it is used for cash flow purposes, a portion may be allocated for specific purposes and not available for general purpose spending;							
Excludes Police Forfeiture Account;							
Tri City interest is an analyzed credited from previous month earnings;							
Additions and subtractions on investment accounts may include market adjustments for realized and unrealized gains(losses) or change in accrued income, as well as interest, management fees, deposits, transfers, returned payments or withdrawals							
Tax Collection Deposits							
Tax Payment Account #2							
City Deposit (Counter, Drop Box, Mail)				4,058.47			
Gov Tech							
Credit Card							
Total Tax Payment Account #2				4,058.47			
Tax Payment Account							
Tri City Payments (At Bank, Lockbox)							
Total Tax Collection Deposits				4,058.47		0.005%	of Total Tax Levied
Please note the City uses two bank accounts for tax collection; one for payments processed by the City (account #2) and the other for payments processed by our bank							
Prepared for Common Council; cc Finance Committee							
Barbara Guckenberger, CMTW							
City Treasurer							

City of Oak Creek Common Council Report

Meeting Date: 10/03/2017

Item No.: 10

Recommendation: That the Common Council approves the renewal of the current Institutional Agency and Custody Agreements with Marshall & Ilsley (M&I) Bank (BMO Harris Bank N.A.), under which it delegates its investment authority, for the period of January 1, 2018 and ending December 31, 2018, and to authorize the appropriate City officials to execute such agreement.

Background: The City entered into an investment and custody agreement with Marshall & Ilsley (M&I) Bank (BMO Harris Bank N.A.), under which it delegates its investment authority, in August of 2006, and we have continued under these agreements since that time. Below outlines the criteria for delegating such authority:

Delegation of Authority

As defined in Section 66.0603(2) of the Wisconsin State Statutes, the City may delegate the investment authority over any of its funds not immediately needed to a state or national bank, or bank, or trust company which is authorized to transact business in this state, and which public depository has been authorized by the Common Council of the City of Oak Creek if all of the following conditions are met:

- a. *The institution is authorized to exercise trust powers under s.221.0316 or ch.223.*
- b. *The governing board renews annually the investment agreement under which it delegates its investment authority, and reviews annually the performance of the institution with which its funds are invested.*

Marshall & Ilsley (M&I) Bank (BMO Harris Bank N.A.) is one of several portfolio management companies the City currently uses for investing its funds; however, they are the only portfolio manager that has been given these discretionary powers. They meet the statutory requirements and have provided valuable, professional management to the City for eleven years and we wish to continue utilizing their services. Although the City Clerk, Finance Director and City Treasurer, along with the Finance Committee (since it was reinstated), have reviewed their portfolio performance at least annually, the agreements themselves have not been reviewed or approved by the Common Council since inception. This was reviewed with the Finance Committee at their meeting of September 15, 2017 and they approved to recommend that the Common Council approve renewal of the investment and custody agreements with Marshall & Ilsley (M&I) Bank (BMO Harris Bank N.A.), under which it delegates its investment authority.


Attachments:

1. Marshall & Ilsley (M&I) Bank (BMO Harris Bank N.A.) Institutional Agency Agreement dated August 4, 2006

2. Marshall & Ilsley (M&I) Bank (BMO Harris Bank N.A.) Institutional Custody Agreement dated August 4, 2006
3. Marshall & Ilsley (M&I) Bank (BMO Harris Bank N.A.) Investment Fee Schedule
4. Marshall & Ilsley (M&I) Bank (BMO Harris Bank N.A.) Custody Fee Schedule
5. 2015, 2016 and 2017 (to date) BMO Annual Investment (performance) Reports

Fiscal Impact: Delegating investment authority to a professional management company for the investment of City funds allows for specialized investment strategies in generating prudent returns, while following the objectives in the City's investment policy of safety, liquidity, yield and diversification and the guidelines of WI State Statute.

Prepared by:


Barbara Guckenberger, CMTW
City Treasurer

Respectfully submitted by:


Andrew J. Vickers, M.P.A.
City Administrator

Prepared and Fiscal Reviewed by:


Bridget M. Souffrant, CMTW
Finance Director / Comptroller



Marshall & Ilsley
Trust Company N.A.

INSTITUTIONAL AGENCY AGREEMENT

CLIENT*

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

City of Oak Creek

Name of Entity

39-6022803

Taxpayer ID Number

Wisconsin

State of Formation

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

8640 South Howell Avenue

Street or P.O Box Number

Oak Creek, WI 53154

City

State

Zip

hburetta@oakcreekwi.org

Email Address

(414) 768-6510

Phone:

Important Information on Opening a New Account.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

 (Client Initials)

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

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

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

RB/BB
(Client Initials)

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

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

City of Oak Creek

Name of Client

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

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

Beverly A. Buretta, City Clerk/Comptroller

Accepted:

MARSHALL & ILSLEY TRUST COMPANY N.A., Agent

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

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

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

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

Exhibit 1

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

ACCOUNT

61-1152-01-8

AUTHORIZED PERSON or PERSONS

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

CLIENT : City of Oak Creek

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

ACKNOWLEDGED BY MARSHALL & ILSLEY TRUST COMPANY N.A.

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

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

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

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

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

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

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

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

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

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

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

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

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

charges, and any taxes lawfully chargeable against the Account.

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

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

9. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

Marshall Prime Money Market Fund Class Y Shares

Marshall Government Money Market Fund Class Y Shares

Marshall Tax-Free Money Market Fund Class Y Shares

(Client Initials)

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

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

JB/RB (Client Initials)

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

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

[Instruction--You must cross out item (2), above, if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax returns.]

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

City of Oak Creek

Name of Client

By: Richard R. Bolender 8/4/06
Name and Title Date

Richard R. Bolender, Mayor
By: Beverly A. Buretta 8/4/06
Name and Title Date

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

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

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

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

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

Exhibit #1

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

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

Account #

Investment Manager

Dana Investment Advisors, Inc.

Name of Client : City of Oak Creek

Dated 8/4/2006

By: Beverly A. Buretta

Beverly A. Buretta, City Clerk/Comptroller

Its: _____

Exhibit #2

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

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

AUTHORIZED PERSON or PERSONS

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

Name of Client City of Oak Creek

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

Its: _____

Investment Management Fee Schedule

The Cost

Investment Management and Custody

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

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

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

Services included

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

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

Custody
Fee Schedule

X. The Cost

• **Asset Based Charges**

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

• **Annual Per Account Fee**

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

• **Transaction Charges**

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

• **Services Included**

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

• **Fee Estimate**

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

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

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



CITY OF OAK CREEK
BMO INVESTMENTS
December 31, 2015

MONTH	INTEREST EARNED	REALIZED GAIN/(LOSS)	EXPENSES	UNREALIZED GAIN/LOSS	CHANGE IN ACCRUED INCOME	TOTAL INTEREST TO DATE	DEPOSITS/ WITHDRAWALS	CURRENT MARKET VALUE	MONTHLY INCREASE / DECREASE	ANNUALIZED INTEREST RATE	ONE YEAR RETURN
								\$ 4,769,339.44			
JANUARY	\$8,101.76	\$1,503.77	(\$788.50)	\$17,434.70	(\$459.14)	\$25,792.59		\$ 4,795,132.03	\$ 25,792.59	1.55%	1.37%
FEBRUARY	\$5,427.48	\$178.98	(\$793.80)	(\$12,501.93)	\$962.51	\$19,065.83		\$ 4,788,405.27	\$ (6,726.76)	1.54%	1.06%
MARCH	\$9,241.18	\$557.30	(\$787.97)	\$4,493.38	(\$3,033.01)	\$29,536.71		\$ 4,798,876.15	\$ 10,470.88	1.54%	1.41%
APRIL	\$6,678.35	\$464.15	(\$796.94)	(\$2,932.46)	(\$683.32)	\$32,266.49		\$ 4,801,605.93	\$ 2,729.78	1.47%	1.31%
MAY	\$5,590.68	(\$2,594.72)	(\$793.95)	\$926.69	\$158.47	\$35,553.66		\$ 4,804,893.10	\$ 3,287.17	1.46%	1.17%
JUNE	\$4,501.23	\$2,520.04	(\$797.80)	(\$10,466.20)	\$1,252.85	\$32,563.78		\$ 4,801,903.22	\$ (2,989.88)	1.46%	1.14%
JULY	\$5,838.06	(\$2,227.74)	(\$799.05)	\$889.54	\$184.03	\$36,448.62		\$ 4,805,788.06	\$ 3,884.84	1.46%	1.30%
AUGUST	\$5,603.78	\$111.33	(\$790.40)	(\$7,702.26)	\$229.09	\$33,900.16		\$ 4,803,239.60	\$ (2,548.46)	1.46%	1.06%
SEPTEMBER	\$8,056.24	\$264.02	(\$794.68)	\$12,303.30	(\$2,219.05)	\$51,509.99		\$ 4,820,849.43	\$ 17,609.83	1.47%	1.53%
OCTOBER	\$4,604.21	(\$2,905.90)	(\$802.68)	(\$4,488.70)	\$1,925.21	\$49,842.13		\$ 4,819,181.57	\$ (1,667.86)	1.49%	1.21%
NOVEMBER	\$7,579.41	(\$4,440.40)	(\$800.95)	(\$8,234.73)	(\$1,599.01)	\$42,346.45		\$ 4,811,685.89	\$ (7,495.68)	1.44%	0.90%
DECEMBER	\$4,876.98	(\$268.92)	(\$784.78)	(\$10,437.82)	\$834.96	\$36,566.87		\$ 4,805,906.31	\$ (5,779.58)	1.42%	0.97%
TOTALS	\$76,099.36	(\$6,838.09)	(\$9,531.50)	(\$20,716.49)	(\$2,446.41)		\$0.00		\$36,566.87		

Prepared by: Barbara Guckenberger, CMTW, City Treasurer
09/20/17

S:\Finance\Financial Portfolios

CITY OF OAK CREEK
BMO INVESTMENTS
December 31, 2016

MONTH	INTEREST EARNED	REALIZED GAIN/(LOSS)	EXPENSES	UNREALIZED GAIN/LOSS	CHANGE IN ACCRUED INCOME	TOTAL INTEREST TO DATE	DEPOSITS/ WITHDRAWALS	CURRENT MARKET VALUE	MONTHLY INCREASE / DECREASE	ANNUALIZED INTEREST RATE	ONE YEAR RETURN
								\$ 4,805,906.31			
JANUARY	\$3,592.61		(\$778.37)	\$22,528.05	\$2,173.98	\$27,516.27		\$ 4,833,422.58	\$ 27,516.27	1.44%	1.00%
FEBRUARY	\$7,192.07	\$384.53	(\$792.32)	\$732.86	(\$1,390.84)	\$33,642.57		\$ 4,839,548.88	\$ 6,126.30	1.47%	1.28%
MARCH	\$7,251.88	\$335.89	(\$797.18)	\$10,813.07	(\$1,175.57)	\$50,070.66		\$ 4,855,976.97	\$ 16,428.09	1.45%	1.38%
APRIL	\$2,531.51	\$287.69	(\$777.89)	(\$1,668.25)	\$3,353.94	\$53,797.66		\$ 4,859,703.97	\$ 3,727.00	1.48%	1.41%
MAY	\$8,201.00	\$187.81	(\$790.58)	(\$9,268.52)	(\$2,228.92)	\$49,898.45		\$ 4,855,804.76	\$ (3,899.21)	1.49%	1.27%
JUNE	\$5,846.99	\$0.00	(\$798.33)	\$22,419.49	\$212.34	\$77,578.94		\$ 4,883,485.25	\$ 27,680.49	1.50%	1.90%
JULY	\$4,044.23	(\$0.85)	(\$805.28)	(\$6,504.57)	\$2,798.11	\$77,110.58		\$ 4,883,016.89	\$ (468.36)	1.53%	1.80%
AUGUST	\$8,643.80	\$725.87	(\$810.77)	(\$13,166.92)	(\$2,400.52)	\$70,102.04		\$ 4,876,008.35	\$ (7,008.54)	1.53%	1.72%
SEPTEMBER	\$7,223.45	(\$1,897.77)	(\$806.03)	\$775.66	(\$1,518.70)	\$73,878.65		\$ 4,879,784.96	\$ 3,776.61	1.42%	1.42%
OCTOBER	\$5,155.79	\$79.35	(\$786.55)	(\$8,135.47)	\$768.38	\$70,960.15		\$ 4,876,866.46	\$ (2,918.50)	1.46%	1.40%
NOVEMBER	\$6,405.86	(\$296.87)	(\$801.93)	(\$27,989.64)	(\$481.50)	\$47,796.07	(\$37,000.00)	\$ 4,816,702.38	\$ (60,164.08)	1.48%	1.07%
DECEMBER	\$6,215.39	\$161.13	(\$791.62)	(\$3,526.52)	(\$220.26)	\$49,634.19		\$ 4,818,540.50	\$ 1,838.12	1.50%	1.23%
TOTALS	\$72,304.58	(\$33.22)	(\$9,536.85)	(\$12,990.76)	(\$109.56)		(\$37,000.00)		\$12,634.19		

Prepared by: Corinne Zurad, Deputy Treasurer
09/20/17

S:\Finance\Financial Portfolios

CITY OF OAK CREEK
BMO INVESTMENTS
August 31, 2017

MONTH	INTEREST EARNED	REALIZED GAIN/(LOSS)	EXPENSES	UNREALIZED GAIN/LOSS	CHANGE IN ACCRUED INCOME	TOTAL INTEREST TO DATE	DEPOSITS/ WITHDRAWALS	CURRENT MARKET VALUE	MONTHLY INCREASE / DECREASE	ANNUALIZED INTEREST RATE	ONE YEAR RETURN
JANUARY	\$5,240.25	\$211.85	(\$794.52)	\$1,757.91	\$785.44	\$7,200.93		\$ 4,818,540.50	\$ 7,200.93	1.48%	0.81%
FEBRUARY	\$7,428.34	(\$5,226.20)	(\$791.46)	\$8,360.08	(\$1,561.96)	\$15,409.73		\$ 4,833,950.23	\$ 8,208.80	1.47%	0.85%
MARCH	\$5,091.76	\$99.64	(\$790.26)	(\$2,742.47)	\$927.78	\$17,996.18		\$ 4,836,536.68	\$ 2,586.45	1.50%	0.58%
APRIL	\$3,357.48	\$113.29	(\$793.15)	\$3,461.73	\$2,785.34	\$26,920.87		\$ 4,845,461.37	\$ 8,924.69	1.52%	0.67%
MAY	\$8,933.29	\$175.30	(\$792.50)	\$2,477.24	(\$2,756.49)	\$34,957.71		\$ 4,853,498.21	\$ 8,036.84	1.52%	0.92%
JUNE	\$5,678.61	(\$88.09)	(\$788.39)	(\$7,721.91)	\$681.74	\$32,719.67		\$ 4,851,260.17	\$ (2,238.04)	1.57%	0.30%
JULY	\$4,597.47	(\$7.68)	(\$802.49)	\$6,035.07	\$1,816.76	\$44,358.80		\$ 4,862,899.30	\$ 11,639.13	1.57%	0.56%
AUGUST	\$9,455.96	\$45.14	(\$794.40)	\$4,504.18	(\$2,177.61)	\$55,392.07		\$ 4,873,932.57	\$ 11,033.27	1.61%	0.92%
SEPTEMBER						\$55,392.07		\$ 4,873,932.57	\$ -		
OCTOBER						\$55,392.07		\$ 4,873,932.57	\$ -		
NOVEMBER						\$55,392.07		\$ 4,873,932.57	\$ -		
DECEMBER						\$55,392.07		\$ 4,873,932.57	\$ -		
TOTALS	\$49,783.16	(\$4,676.75)	(\$6,347.17)	\$16,131.83	\$501.00		\$0.00		\$55,392.07		

Prepared by: Barbara Guckenberger, CMTW, City Treasurer
09/20/17

S:\Finance\Financial Portfolios

City of Oak Creek Common Council Report

Meeting Date: 10/03/2017

Item No.: 11

Recommendation: That the Common Council designates Tri City National Bank as the City's depository for banking services, as signed and dated on August 24, 2017 in the Request for Proposal submitted by Tri City National Bank, for a three-year (3) period, with the option to renew for two (2) additional three-year (3) periods, and to authorize the appropriate City officials to execute such contract agreement effective November 15, 2017.

Background: It is the City's policy to bid out banking services before the end of the current contract period, which expires November 15, 2017. Request For Proposals (RFPs) were sent out on July 21, 2017 to sixteen (16) area banking institutions. The deadline for return of the RFPs was August 25, 2017 at 2:00 PM, of which three (3) banks responded: Associated Bank, Tri City National Bank and Waterstone Bank.

The three (3) RFP's were opened and logged by Deputy Clerk, Christa Miller and City Treasurer, Barb Guckenberger. Additionally, City Clerk, Catherine Roeske, Deputy Comptroller, Karen Kastenson and City Treasurer, Barbara Guckenberger completed independent reviews of each proposal using the following criteria as specified in the RFP:

Evaluation Criteria

An award will be made to the responsible Institution meeting the requirements specified in this RFP using the following criteria:

- a. Proposal offering the highest net earnings or lowest net banking services cost to the City as calculated from Exhibit D.
- b. Ability to meet current and projected service requirements, including elements requested as supplemental information on Exhibit C.
- c. Best availability schedule for deposit items.
- d. Capacity to provide electronic banking services.
- e. Capacity to handle lockbox services.
- f. Ability to support online activities.
- g. Capacity to handle alternate tax collection at bank services.

Please see the attached sheets for comparisons of line by line items of the banking services along with their associated fees. The three (3) RFP submittals are available for review in the Treasurer's Office.

Our reviews identified Tri City National Bank as the financial institution that can offer the highest quality service at the lowest cost to the City and its taxpayers as follows:

- They offer the highest net earnings or lowest net banking services cost to the City as calculated from Exhibit D
- They have the capacity to meet current and projected service requirements as shown on Exhibit C
- They were the only bank who currently has the ability to provide the lockbox and alternate tax collection banking services as outlined in Exhibits A and B
- They have five (5) banking locations in the City, with three (3) in the Pick 'n Save locations that offer more extensive hours of operation, providing the best availability for deposit items

Tri City National Bank has provided valuable service to the City for many years and continually works with us to accommodate our changing needs, including implementing an automated tax payment system to streamline the process of tax payments received through the lockbox and at their banking locations. This was reviewed with the Finance Committee at their meeting of September 15, 2017 and they approved to recommend that the Common Council designate Tri City National Bank as the City's depository for banking services.

Fiscal Impact: To award the City of Oak Creek banking services to the financial institution that can offer the highest quality service at the lowest cost to the City and its taxpayers.

Prepared by:



Barbara Guckenberger, CMTW
City Treasurer

Respectfully submitted by:



Andrew J. Vickers, M.P.A.
City Administrator

Prepared and Fiscal Reviewed by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

Banking Services	2016 Actual	Unit Price			Annual Charge		
	Volume	Associated Bank	Tri City National Bank	Waterstone Bank	Associated Bank	Tri City National Bank	Waterstone Bank
	Annual Estimated Volume	Unit Price			Annual Charge		
General Account Services							
Checks/Debits	5,246	\$ 0.25	\$ 0.10	\$ 0.20	\$ 1,311.50	\$ 524.60	\$ 1,049.20
Deposits/Credits	1,061	\$ 0.80	\$ 0.25	\$ 0.20	\$ 848.80	\$ 265.25	\$ 212.20
FDIC Assessment	76,988	\$ 0.08	\$ 0.01		\$ 6,159.04	\$ 1,131.72	No Cost
Maintenance fee	108	\$ 18.00	\$ 5.00	\$ 15.00	\$ 1,944.00	\$ 540.00	\$ 1,620.00
Deposits							
On us	2,693	\$ 0.10		\$ 0.20	\$ 269.30	No Cost	\$ 538.60
Local	16,201	\$ 0.10	\$ 0.05	\$ 0.20	\$ 1,620.10	\$ 810.05	\$ 3,240.20
Non-Local	0	N/A	N/A	N/A	-	No Cost	Blank
Deposited items returned	30	\$ 8.00	\$ 6.00	\$ 8.00	\$ 240.00	\$ 180.00	\$ 240.00
Wire Transfers							
Base Fee	0	N/A	N/A	N/A	-	No Cost	Blank
Outgoing	80	\$ 12.00	\$ 5.00	\$ 10.00	\$ 960.00	\$ 400.00	\$ 800.00
Incoming	64	\$ 10.00	\$ 5.00	\$ 10.00	\$ 640.00	\$ 320.00	\$ 640.00
Internal Account Transfers	178				No Cost	No Cost	No Cost
ACH Transactions							
Credits	1,447	\$ 0.145	\$ 0.20	\$ 0.20	\$ 209.82	\$ 289.40	\$ 289.40
Debits	71	\$ 0.145	\$ 0.12	\$ 0.20	\$ 10.30	\$ 8.52	\$ 14.20
Returns	0	N/A	N/A	N/A	-	No Cost	Blank
Uploads	30	\$ 2.00	\$ 0.12	\$ 0.20	\$ 60.00	\$ 3.60	\$ 6.00
Miscellaneous							
Coin/Currency Strap Ordered	Minimal	N/A	N/A	N/A	No Cost	No Cost	Blank
Coin/Currency Change order	12	\$ 2.00			\$ 24.00	No Cost	No Cost
Deposit Slips (Books)	36	\$ 42.99			\$ 1,547.64	No Cost	No Cost
Locking Deposit Bags	12			\$ 25.00	No Cost	No Cost	\$ 300.00
Other (Itemize Below)							
Account Transfer Credits	178	\$ 0.80			\$ 142.40		
Account Transfer Debits	178	\$ 0.25			\$ 44.50		
Online Analysis Statements	12	\$ 5.00			\$ 60.00		
Lockbox Checks Deposited	1,466	\$ 0.10			\$ 146.60		
Return Item Special Handling	108	\$ 15.00			\$ 1,620.00		
ACH Origination Base	12	\$ 50.00			\$ 600.00		
Total General Account Services					\$ 18,457.99	\$ 4,473.14	\$ 8,949.80
*Assoc Bank Proposal of \$16,910.35 didn't incl dep slips							
Online Banking Service Fees							
Premium Monthly Fee	12	\$ 50.00	\$ 59.95	\$ 40.00	\$ 600.00	\$ 719.40	\$ 480.00
Online Additional Account	57	\$ 5.00		\$ 3.00	\$ 285.00	\$ 48.00	\$ 171.00
Account Statements	108	\$ 3.00			\$ 324.00	No Cost	No Cost
Media viewer CD-ROM	24			\$ 40.00	No Proposal	\$ 60.00	\$ 960.00
Images Returned	0	N/A	N/A	N/A	-	No Cost	Blank

	2016 Actual Volume	Unit Price			Annual Charge		
		Associated Bank	Tri City National Bank	Waterstone Bank	Associated Bank	Tri City National Bank	Waterstone Bank
Banking Services	Annual Estimated Volume	Unit Price			Annual Charge		
Positive Pay	96		40		\$ 3,840.00	\$ 360.00	No Proposal
ACH Positive Pay	96	\$ 15.00			\$ 1,440.00	No Cost	No Proposal
Other (Itemize Below)							
Previous Day Detail	6,912	\$ 0.08			\$ 552.96		
Positive Pay Module	12	\$ 10.00			\$ 120.00		
Wire Module	12	\$ 10.00			\$ 120.00		
Positive Pay Per Item	5,246	\$ 0.04			\$ 209.84		
Total Online Banking Services					\$ 7,491.80	\$ 1,187.40	\$ 1,611.00

Supplemental Tax Collection Services
(Use top line on C&D for lump sum or itemize below on each)

Lockbox Services	1,466	\$ 0.50			\$ 733.00	No Pricing Provided	
Retail Box Deposits		See Below			No Cost		
Retail Box Fee	\$ 12.00	\$ 300.00			\$ 3,600.00	No Cost	
Retail Box Per Item Fee	\$ 1,466.00	\$ 0.20			\$ 293.20	No Cost	
Per Deposit Fee	\$ 52.00	\$ 3.00			\$ 156.00	No Cost	
Packaging and Labeling	\$ 52.00	\$ 3.00			\$ 156.00	No Cost	
Transmission Fee	\$ 12.00	\$ 125.00			\$ 1,500.00	No Cost	
Excepting Fee	\$ 12.00	\$ 50.00			\$ 600.00	No Cost	
Wholesale Box Fees					Removed from Proposal	No Cost	
Other (Itemize Below)							
Per Item - Unmatched	50	\$ 0.20			\$ 10.00		
Per item - Multiples	50	\$ 0.20			\$ 10.00		
Per Item - check Only	50	\$ 0.30			\$ 15.00		
Onsite Destruction - Remits	1,466	\$ 0.0022			\$ 3.23		
Document Image Capture	1,466	\$ 0.10			\$ 146.60		
Image Web Archive	12	\$ 75.00			\$ 900.00		
Image Archive Storage	2,932	\$ 0.03			\$ 87.96		
Online Decisioning Per Item	50	\$ 0.25			\$ 12.50		
Data Transmission Per File	52	\$ 10.00			\$ 520.00		
First Class Mail	12	\$ 20.00			\$ 240.00		
PO Box Fee	12	\$ 10.00			\$ 120.00		
**One-Time Set up Fee					\$ 2,500.00		
Programming Fees		\$150/hr			No pricing calculated	No Cost	
Total Lockbox Tax Collection Services		**Assoc Bank Proposal of \$8,370.49 didn't incl one-timeset up fee			\$ 10,870.49	\$ 733.00	\$
Alternate - Tax Collection At Bank	2,886	\$ 1.00			No Cost	\$ 2,886.00	No Pricing Provided
Annual Service Fee					No Cost	No Cost	
Per Transaction Fee					No Cost	No Cost	
Per Deposit Fee					No Cost	No Cost	
Packaging and Labeling					No Cost	No Cost	
Other (Itemize Below)							

	2016 Actual	Unit Price			Annual Charge		
	Volume	Associated Bank	Tri City National Bank	Waterstone Bank	Associated Bank	Tri City National Bank	Waterstone Bank
Banking Services	Annual Estimated Volume	Unit Price			Annual Charge		
Total Alternate Tax Collection At Bank Services					\$ -	\$ 2,886.00	\$ -
Courier Service - For Tax Collection December-early February					No Proposal	No Cost	Blank
Total Courier Service					\$ -	\$ -	\$ -
Total Proposed Annual Fees		***Assoc Bank Proposal excludes dep slips over 150 & one-timeset			\$ 36,820.28	\$ 9,279.54	\$ 10,560.80
Estimated Earnings (AMCB x e)		1.1500%	1.1600%	0.6500%	\$ 69,000.00	\$ 69,600.00	\$ 39,000.00
Avg Mo Collected Balance (AMCB) *	6,000,000						
Net Income (Cost)		N/A	N/A	N/A	\$ 32,179.72	\$ 60,320.46	\$ 28,439.20
Other Available Services Not Specified in this RFP (Itemize Below)							
		N/A	N/A	N/A			
		N/A	N/A	N/A			
		N/A	N/A	N/A			
		N/A	N/A	N/A			

COMPENSATION

The compensating balance formula will be as follows:

Associated Bank

$CB = \frac{SC}{e(1-r)}$		\$ 2,849,794.78 = (\$ 32,772.64
	Describe Below		1.1500%
CB = Compensating Balance			2849794.783
SC = Service Charge			\$ 32,772.64
e = Earnings Rate (per month)	Targeted Federal Funds Less 0.10%		1.1500%
r = Reserve Requirement	No Reserve Requirement		\$ -
	REQUIRED COMPENSATING BALANCE		\$ 2,849,794.37

DESCRIBE COST METHOD USED TO DETERMINE SERVICE CHARGES

The City will earn on Earnings Credit rate of Targeted Funds Less 0.10%, currently 1.15%. After all service fees are offset, the remaining balances will earn interest at a rate of Targeted Fed Funds Less 0.25%, currently 1.0%

The compensating balance formula will be as follows:

Tri City National Bank

$CB = \frac{SC}{e(1-r)}$		\$ 799,960.34 = (\$ 9,279.54
	Describe Below		1.1600%
CB = Compensating Balance			\$ 799,960.34
SC = Service Charge	\$9,279.54 (from Total Proposed Annual Fees)		\$ 9,279.54
e = Earnings Rate (per month)	Fed Funds rate of 1.16% as of 8/21/17		1.1600%
r = Reserve Requirement			
	REQUIRED COMPENSATING BALANCE		

DESCRIBE COST METHOD USED TO DETERMINE SERVICE CHARGES

Compensation and Interest Earnings: Tri City National Bank will provide interest on all collected balances deposited into the City's accounts at an interest rate of the Fed Funds rate as published at FederalReserve.gov. The rate will be updated on a monthly Basis. Interest will be credited monthly into the general fund account net any fees assessed on the City's monthly account analysis.

The compensating balance formula will be as follows:

Waterstone Bank

$CB = \frac{SC}{e(1-r)}$		\$ (3.14) = (\$ (0.02)
	Describe Below		0.6500%
CB = Compensating Balance		6,000,000	-3.140005233
SC = Service Charge		12,246	\$ 12,246.00
e = Earnings Rate (per month)		1	0.6500%
r = Reserve Requirement		600,000	\$ 600,000.00
	REQUIRED COMPENSATING BALANCE		

DESCRIBE COST METHOD USED TO DETERMINE SERVICE CHARGES

OTHER COMPARISONS:

	<u>Associated Bank</u>	<u>Tri City National Bank</u>	<u>Waterstone Bank</u>
Exhibit D (Cost Proposal)			
Net Cost	Not Completed in full	Completed in full	Not Completed in full
Estimated Earnings	Highest estimated costs	Lowest estimated costs	Middle estimated costs
Net Income (Cost)	Middle estimated earnings	Highest estimated earnings	Lowest estimated earnings
	Middle Net Income	Highest Net Income	Lowest Net Income
Exhibit C (Additional Information)	Completed	Completed	Completed
Courier Service (For lockbox and Alternative Tax Collection Paperwork)	No Proposal but Exh C says Assoc Bank will deliver	Provided at no cost	Provided - cost left blank
Lockbox Service	No mention of electronic import of data	Provided with cost of \$.50/transaction	Mail directly to bank - No mention of electronic import of data or cost
Alternative Tax Collection and daily deposits	One OC location - M-F open 9 am to 6 pm Sat 9 am to 1 pm Sun 10 am - 2 pm	Five OC locations - M-F Three open 10 am to 7 pm M-F Two open (driveup 8 am) 9 am to 6 pm Sat & Sun Three open 10 am to 4 pm	One OC location - M-F open 8:30 am to 5:30 pm Sat 8:30 am to 12 noon Sun closed
Alternative Funds Availability Schedule	As outlined in RFP item 3a	As outlined in RFP item 3a	As outlined in RFP item 3a
Alternative Outgoing Wire Schedule	7:30 am - 4 pm CST	M-F up to 1:30 PM - Late Settlement until 4:00 PM	?
Alternative Direct Deposit Process	Same day by 11:30 or 8:00 pm next day	M-F by 4 PM CST on TriDATA	?
Online Banking	Associated Connect	TRI DATA Online	WaterStone Bank's Business Internet Banking
Positive Pay	Cost shown above	Cost shown above	No Proposal
Locations and Hours of Operation	One OC location - M-F open 9 am to 6 pm Sat 9 am to 1 pm Sun 10 am - 2 pm	Five OC locations - M-F Three open 10 am to 7 pm M-F Two open (driveup 8 am) 9 am to 6 pm Sat & Sun Three open 10 am to 4 pm	One OC location - M-F open 8:30 am to 5:30 pm Sat 8:30 am to 12 noon Sun closed
Financials Required with proposal	Requirement met	Requirement met	Requirement met
Locked Bag	12 Locked bags - no cost	12 Locked bags - no cost	\$300
Exhibit E (Check-Off List)	Completed	Completed	Completed
Exhibit F (Signature Page)	Completed	Completed	Completed
Compensation Formula	Completed	Completed	Completed
Reserve Requirement per City estimates	NONE	NONE	\$600,000

City of Oak Creek Common Council Report

Meeting Date: October 3, 2017

Item No.: 12

Recommendation: That the Council adopt Resolution No. 11857-100317, approving an easement for an encroachment of a bus shelter on the property at 120 W. Town Square Way.

Background: As part of the development of Drexel Town Square the City engaged the Milwaukee County Transit System to extend transit service to this development and beyond. As part of that service request, the City and its development partners installed a series of bus shelters along South 6th Street and West Town Square Way.

The property at 120 W. Town Square is currently proposed for sale to a developer who plans on constructing multi-tenant retail at this site. The ALTA survey that was prepared as part of the site investigation identified an encroachment of one of the bus shelters onto the property.

While most of the bus shelter is within the public right of way, this easement would cover the approximately 221 s.f. that encroaches onto this private property.

Fiscal Impact: The City is responsible for the maintenance of the bus shelters with Drexel Town Square.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Andrew J. Vickers, MPA
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11857-100317

RESOLUTION APPROVING A BUS SHELTER EASEMENT WITH THE CITY OF
OAK CREEK AND ONE WEST DREXEL, LLC

120 West Town Square Way

(2nd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Easement for encroachment of a bus shelter (“Easement”) by and between the City of Oak Creek and One West Drexel, LLC be and the same is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney and City Administrator are hereby authorized to approve any technical changes and corrections to the Easement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Easement on behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 3rd day of October, 2017.

Passed and adopted this 3rd day of October 2017.

Kenneth Gehl, Common Council President

Approved this _____ day of _____, 2017.

ATTEST:

Mayor Daniel J. Bukiewicz

Catherine Roeske, City Clerk

VOTE: Ayes _____ Noes _____

BUS SHELTER EASEMENT

Document Number

Document Title

EASEMENT NO _____

PROJECT NO. _____

RESOLUTION NO. 11857-100317

ADDRESS NO. 120 WEST TOWN SQUARE WAY

GRANTOR(S) ONE WEST DREXEL LLC

M/A 231 W. MICHIGAN ST. - P423
MILWAUKEE, WI 53203

Recording Area

Douglas W. Seymour
Director of Community Development
City of Oak Creek
8040 S. 6th Street
Oak Creek, WI 53154
Name and Return Address

TAX KEY NO. 813-9045-000

Parcel Identification Number (PIN)

BUS SHELTER EASEMENT

THIS INDENTURE, made this _____ day of _____, 2017, by and between, ONE WEST DREXEL LLC, party of the first part, hereinafter referred to as "Grantor", and the CITY OF OAK CREEK, a Wisconsin municipal corporation, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor owns that certain real property in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A" (the "Grantor Property")

Grantor does hereby grant to Grantee an easement to construct, maintain, operate and reconstruct where necessary a bus shelter and appurtenances in, under, over and across a portion of the Grantor Property, as shown on Exhibit "B", and more particularly described as follows (the "Easement Area"):

Commencing at the Southwest corner of Lot 4 of Certified Survey Map No. 8639; thence N00° 53' 00"E, 78.42 feet to the point of beginning of the lands to be described; thence continuing N00° 53' 00"E, 26.73 feet; thence N90° 00' 00"E, 8.15 feet; thence S00° 17'

02"W, 26.73 feet; thence N90° 00' 00"W, 8.43 feet to the point of beginning. (contains 221.62 s.f.)

TO HAVE AND TO HOLD said easement unto Grantee, and unto its successors and assigns forever.

Grantee shall accept the Easement Area in its "AS IS" condition. Grantee expressly agrees that there are and shall be no express or implied warranties of merchantability, habitability, fitness for a particular purpose or any other kind arising out of this Indenture.

Grantee shall have the right to enter upon and to pass and repass over and along the Easement Area whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid bus shelter and appurtenances thereto.

Grantee agrees to restore or cause to have restored the Easement Area (and any adjacent portions of the Grantor Property that are affected by Grantee) as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents or invitees. Grantee shall be solely responsible, at its sole cost and expense, for (i) satisfying or removing any lien, including mechanic's liens, against the Grantor Property which arises from or is caused by or related to any work performed by or on behalf of Grantee; and (ii) repairing all damage caused by Grantee and/or Grantee's agents, invitees and contractors to the Easement Area or to the rest of the Grantor Property.

Grantee shall have the right to trim or remove any trees, bushes, branches or roots so as not to interfere with Grantee's use of the Easement Area.

The aforesaid bus shelter and appurtenances shall be maintained and kept in good order and condition at the expense of Grantee. The use of any portion of the Easement Area by Grantee shall, in all cases, be in full compliance with all applicable federal, state and local laws, ordinances, codes, orders, rules, regulations and policies now or hereafter in force, as amended from time to time, in any way related to its use, condition or occupancy of the Easement Area.

Grantor reserves the right, to itself and to its successors and assigns, to have the full use and enjoyment of the Easement Area and Grantor Property, except as to the rights herein granted.

If the bus shelter is discontinued or the Easement Area is abandoned for the purpose granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to Grantor, its successors and assigns. In such event, Grantee agrees to reconvey by quit claim deed to Grantor, its successors and assigns, all rights of Grantee to the Easement Area described herein.

Grantee shall and does hereby agree to indemnify and save harmless Grantor, its successors and assigns, from any and all loss of damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of (i) any breach of Grantee under this Indenture, or (ii) the installation, operation, maintenance, removal, use or existence of the aforesaid bus shelter and appurtenances thereto. Such indemnity shall survive the termination of this Indenture.

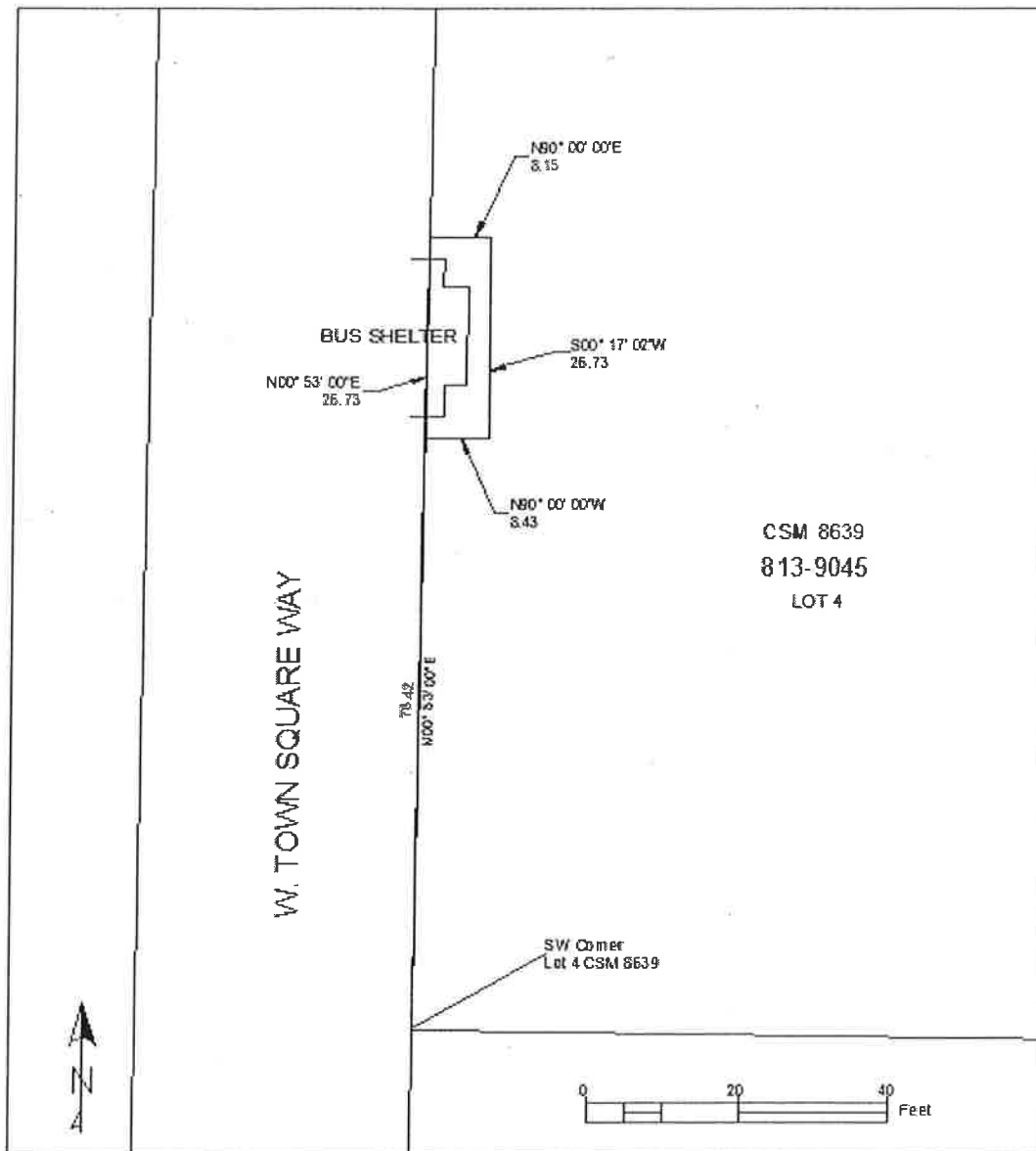
Exhibit A
Legal Description of Grantor Property

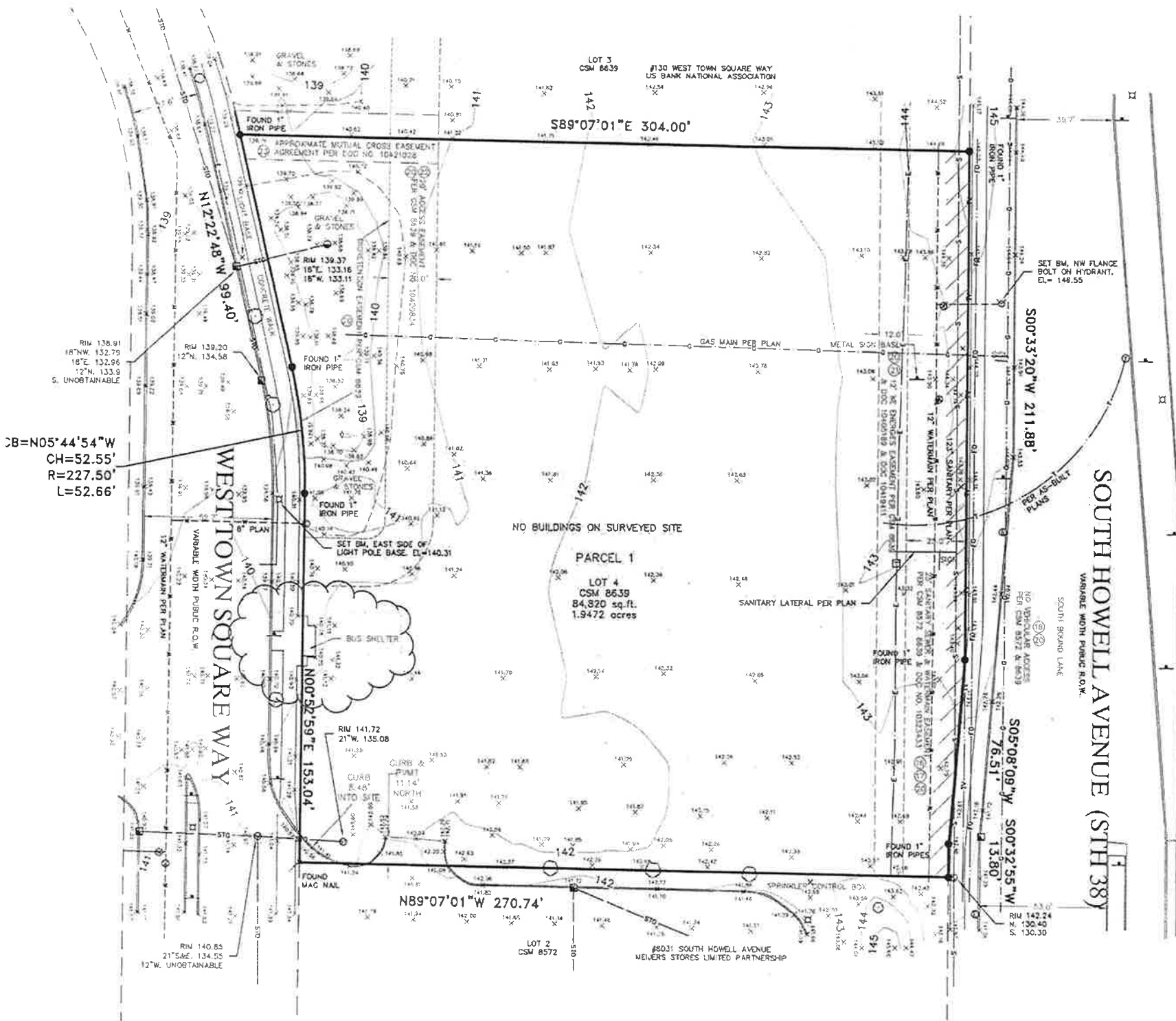
Lot 4 Certified Survey Map No. 8639, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on November 19, 2014 as Document No. 10413366, being a division of Lot 4 of Certified Survey Map No. 8572, in the Northwest 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

PIN: 813-9045-000

Address: 120 West Town Square Way

Exhibit B
Legal Description of Easement





LOT 3
CSM 8639
#130 WEST TOWN SQUARE WAY
US BANK NATIONAL ASSOCIATION

S89°07'01"E 304.00'

SET BM, NW FLANGE
BOLT ON HYDRANT,
E.L. = 148.55

S00°33'20"W 211.88'

SOUTH HOWELL AVENUE (STH 38)
VARIABLE W/TH PUBLIC R.O.W.
SOUTH BOUND LAKE

NO BUILDINGS ON SURVEYED SITE

PARCEL 1
LOT 4
CSM 8639
84,820 sq. ft.
1.9472 acres

SANITARY LATERAL PER PLAN

S05°08'09"W 76.51'
S00°32'55"W 13.80'

N89°07'01"W 270.74'

LOT 2
CSM 8572
#8031 SOUTH HOWELL AVENUE
MEYERS STORES LIMITED PARTNERSHIP

CB=N05°44'54"W
CH=52.55'
R=227.50'
L=52.66'

WEST TOWN SQUARE WAY
VARIABLE W/TH PUBLIC R.O.W.

RIM 138.91
18°NW, 152.79'
18°E, 132.96'
12°N, 133.9'
S, UNOBTAINABLE

RIM 140.85
21°SE, 134.65'
12°W, UNOBTAINABLE

RIM 141.72
21°W, 135.08'

N12°22'48"W 99.40'

FOUND 1" IRON PIPE

FOUND 1" IRON PIPE

FOUND 1" IRON PIPE

FOUND 1" IRON PIPE

FOUND 1" IRON PIPE

FOUND 1" IRON PIPE

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City of Oak Creek Common Council Report

Meeting Date: October 3, 2017

Item No.: 13

Recommendation: That the Council adopts Resolution No. 11858-100317 approving a certified survey map for the properties at 9175, 9235, and 9325 S. 5th Ave., 3975 E. American Ave.

Background: The Oak Creek Water and Sewer Utility is requesting approval of a Certified Survey Map that will combine the properties located at 9175, 9235, and 9325 S. 5th Ave., and 3975 E. American Ave.

This CSM had been approved in 2015. However complications with the public service commission have delayed approval of the project and precluded the recording of the CSM within statutory limits. The CSM must be resubmitted and reapproved.

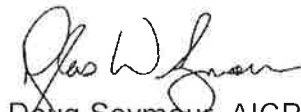
The Water and Sewer Utility has indicated that the project is now anticipated to move forward and the CSM may be recorded.

The Plan Commission has reviewed this request and has recommended its approval with the following conditions:

1. That the signature page is updated to reflect the current Plan Commission Chair and Mayor's name.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Fiscal Impact: This CSM affects City property that is currently developed with the Water and Sewer Utility treatment plant. Combining the properties will allow the Utility to construct additional required treatment and water storage facilities.

Prepared by:



Doug Seymour, AICP
Director of Community Development

Respectfully Submitted,



Andrew J. Vickers, MPA
City Administrator

Fiscal Review by:



Bridget M. Souffrant, CMTW
Finance Director / Comptroller

RESOLUTION NO. 11858-100317

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP
FOR OAK CREEK WATER AND SEWER UTILITY

9175, 9235, and 9325 S. 5th Ave., 3975 E. American Ave.
(4th Aldermanic District)

WHEREAS, OAK CREEK WATER AND SEWER UTILITY, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this certified survey map be approved subject to the following conditions:

1. That the signature page is updated to reflect the current Plan Commission Chair and Mayor's name.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following conditions:

1. That the signature page is updated to reflect the current Plan Commission Chair and Mayor's name.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 3rd day of October, 2017.

Passed and adopted this 3rd day of October, 2017.

President, Common Council

Approved this 3rd day of October, 2017.

Mayor

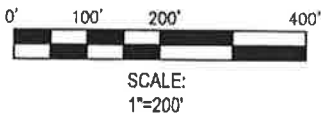
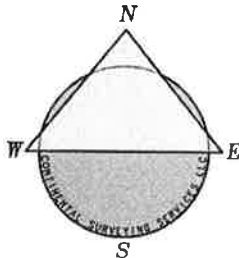
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Certified Survey Map

A re-division of Certified Survey Map No.: 1120 and unplatted lands being a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and also other unplatted lands being a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, All in Section 23, Township 5 North, Range 22 East, Located In the City of Oak Creek, Milwaukee County, Wisconsin.



Curve Data

RAD. = 5680.15' 1
 ARC = 185.17'
 CHD. = 185.16'
 BRG. = N 11°43'50" W
 TAN. BRG. = N 12°39'52" W
 TAN. BRG. = S 10°47'48" E



NOTE: All bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, in which the East line of the SE $\frac{1}{4}$ of Section 23, Township 5 North, Range 22 East bears S 00°52'00" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this XXXX day of MONTH, 2015. Sheet 1 of 5

CONTINENTAL SURVEYING SERVICES LLC



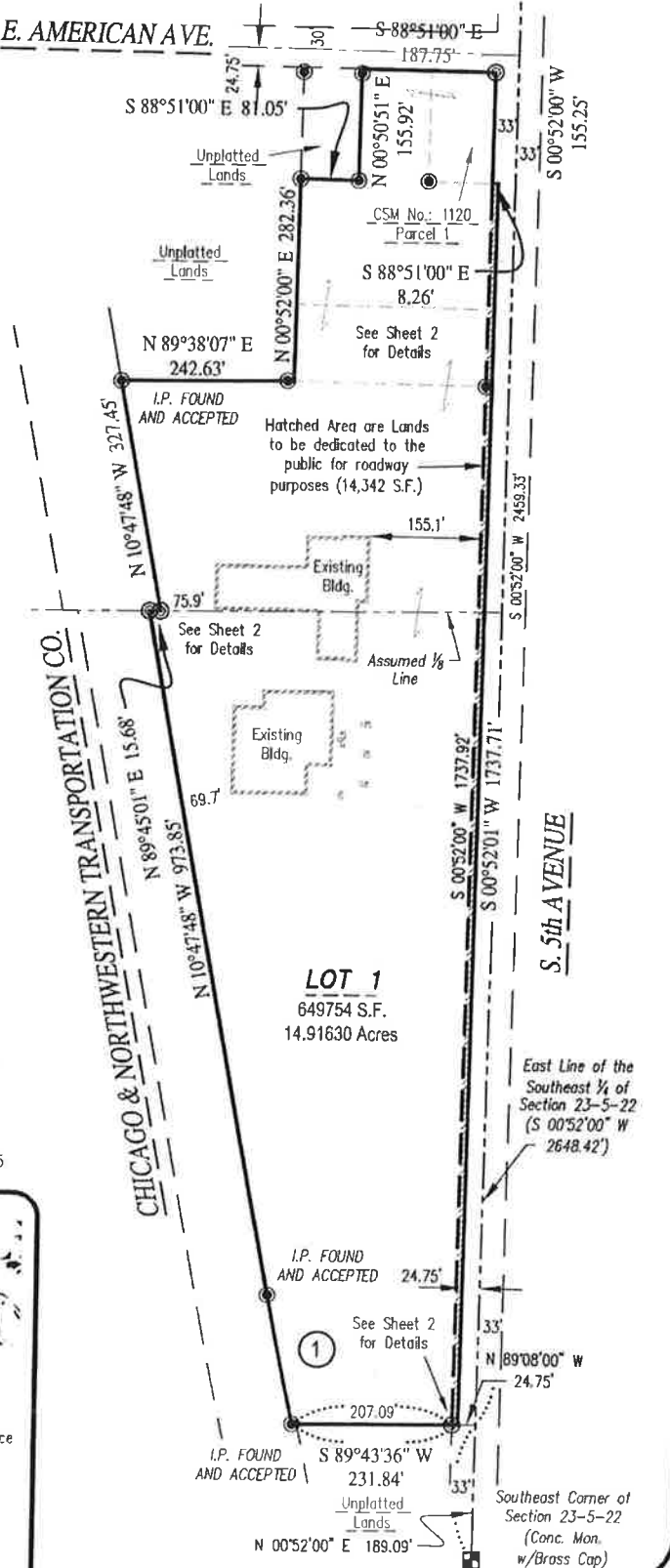
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MINUTES
LICENSE COMMITTEE
September 27, 2017 at 8:30 a.m.

14

1. The meeting was called to order at 8:44 a.m.
2. On roll call, the following committee members were present: Ald. Kurkowski and Ald. Gehl. Ald. Duchniak was excused. Also in attendance was Deputy City Clerk Christa Miller.
3. Approval of the 8/2/17 and 8/29/17 minutes was held.
4. The Committee reviewed an original application for Transient Merchant solicitor license submitted by David Dufek, 3250 S. Pinewood Creek Ct., New Berlin (on behalf of Sidex Home Improvement Zone). Mr. Dufek was invited to the meeting, however, did not attend.

On the application, Mr. Dufek disclosed the following prior convictions: OWI 2001, OWI 2008, OWI 2009, OWI 2012, Graduated Waukesha County Alcohol Treatment Court 2013, and Disorderly Conduct 2011

In addition to the above disclosed convictions, the police report showed the following convictions: Violate / Harassment Restraining Order – 2001, Unlawful Phone Use to Harass w/Obscenity – 2003, Bail Jumping – 2009, Paternity Warrant - 2009

Ald. Gehl, seconded by Ald. Kurkowski, moved to deny a Transient Merchant solicitor license to David Dufek, 3250 S. Pinewood Creek Ct., New Berlin (on behalf of Sidex Home Improvement Zone) for falsification by omission. On roll call, all voted aye.

5. Discussion and possible action regarding yearly alcohol renewal application late fees was held to the next meeting.

Ald. Gehl, seconded by Ald. Kurkowski, moved to adjourn the meeting at 8:49 a.m. On roll call, all voted aye.