



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

COMMON COUNCIL MEETING AGENDA

MARCH 3, 2026
7:00 P.M.

Daniel Bukiewicz - Mayor
Alicia Haase - 1st District
Greg Loreck - 2nd District
James Ruetz - 3rd District
Lisa Marshall - 4th District
Kenneth Gehl - 5th District
Chris Guzikowski - 6th District

The City's Vision

Oak Creek: A dynamic regional leader driving the future of the south shore.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance.
3. Approval of Minutes: 2/16/26.

New Business

4. **Motion:** Consider a *motion* to approve the Plan of Finance for \$4,000,000 General Obligation Promissory Notes, Series 2026A and \$2,400,000 Taxable General Obligation Promissory Notes, Series 2026B (by Committee of the Whole).
5. **Resolution:** Consider *Resolution* No. 12655-030326, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,000,000 General Obligation Promissory Notes, Series 2026A (by Committee of the Whole).
6. **Resolution:** Consider *Resolution* No. 12657-030326, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,400,000 Taxable General Obligation Promissory Notes, Series 2026B (by Committee of the Whole).

PUBLIC WORKS & UTILITY

7. **Motion:** Consider a *motion* to approve the proposal to renovate the baseball diamond outfield at Abendschein Park from Midwest Athletic Fields, LLC in the amount of \$57,750.00 (1st District).

FIRE

8. **Resolution:** Consider *Resolution* No. 12658-030326, authorizing the agreement with Aretas Physical Therapy / Aretas Performance (by Committee of the Whole).

ENGINEERING

9. **Resolution:** Consider Resolution No. 12656-030326, accepting the 2025 Annual Report for the Oak Creek's WPDES Storm Water (NR 216) Permit (by Committee of the Whole).

LICENSE COMMITTEE

10. **Motion:** Consider a motion to approve the various license requests as listed on the 3/3/26 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

11. **Motion:** Consider a motion to approve the February 25, 2026, Vendor Summary Report in the amount of \$549,675.91 (by Committee of the Whole).

MISCELLANEOUS

12. **Motion:** Consider a motion to convene into closed session pursuant to Wisconsin State Statutes, Section 19.85, to discuss the following:
- (a) Section 19.85(1)(c) to review and evaluate the job performance and salary of the City Administrator.
 - (b) Section 19.85(1)(g) for the purpose of conferring with legal counsel who will render oral or written advice with respect to litigation in which the City is likely to become involved regarding claims of Jennifer Gabriele related to property damage at 4244 East Studio Lane.
13. **Motion:** Consider a motion to reconvene into open session.
14. **Motion:** Consider a motion to take action, if required.

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 414-766-7000, by fax at 414-766-7976, or by mail at 8040 S. 6th Street, Oak Creek, Wisconsin 53154. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.



COMMON COUNCIL REPORT

Item: Plan of Finance for \$4,000,000 General Obligation Promissory Notes, Series 2026A and \$2,400,000 Taxable General Obligation Promissory Notes, Series 2026B.

Recommendation: Motion to approve the Plan of Finance for \$4,000,000 General Obligation Promissory Notes, Series 2026A and \$2,400,000 Taxable General Obligation Promissory Notes, Series 2026B.

Fiscal Impact: Approximately \$4,000,000 will be paid by the City's tax levy for general debt service and \$2,400,000 will be paid from a combination of TID No. 10 tax increment and other City funding sources.

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

Background: The Plan of Finance is for the issuance of \$4,000,000 General Obligation Promissory Notes, Series 2026A ("Series 2026A Notes") and \$2,400,000 Taxable General Obligation Promissory Notes ("Series 2026B Taxable Notes"). The purpose of the Series 2026A Notes and Series 2026B Taxable Notes are as follows:

1. \$4,000,000 to finance the annual enhanced surface transportation rehabilitation program per the Common Council's direction at their February 17, 2025 meeting. The Series 2026A Notes are projected to be sold at an interest rate of 3.75% and will be callable on April 1, 2033.
2. \$2,400,000 to finance the acquisition of 27.9 acres of property located at the southeast corner of Howell Avenue and College Avenue. The Common Council authorized the property acquisition when it approved a Purchase and Sale Agreement (PSA) on September 5, 2025, and the City is required to acquire the property per the PSA by March 30, 2026. The Series 2026B Taxable Notes are projected to be sold at an interest rate of 4.75% and will not be callable.

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

Options/Alternatives: The Common Council could not approve the Plan of Finance, therefore requiring the City to determine how to pay for capital projects outlined in the 2026 CIP as well as the previously-authorized acquisition of property.

Respectfully Submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments:

- Plan of Finance

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

BAIRD

City of Oak Creek
2026 Financing Plan

March 3, 2026

Justin A. Fischer, Managing Director

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

City of Oak Creek

2026 Financing Plan

March 3, 2026



Timeline

- City Council considers Plan of Finance and Parameters Resolution..... March 3, 2026
 - Authority for final sign-off of the Notes sale, within designated parameters, is delegated to the City Administrator or Deputy City Administrator/Finance Officer
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- If market is strong & meets Council's parameters, sell the Notes (finalizes terms and interest rates)... Tentatively March 19, 2026
- Closing (funds available)..... April 8, 2026

Borrowing/Structure/Purpose

Estimated Size:	\$4,000,000	\$2,400,000
Issue:	General Obligation Promissory Notes	Taxable General Obligation Promissory Notes
Purpose:	Surface Transportation Rehabilitation Program	Purchase Property - TID #10
Structure:	Matures April 1, 2027-2036	Matures April 1, 2027-2031
First Interest:	April 1, 2027	April 1, 2027
Callable:	April 1, 2033	Non-Callable
Estimated Interest Rate:	3.75%	4.75%
Parameters Maximum Interest Rate:	4.25%	5.25%

City of Oak Creek

2026 Financing Plan

March 3, 2026

CIP Financing Illustration



2026 Levy Supported: \$4,000,000												
\$4,000,000												
G.O. PROMISSORY NOTES, SERIES 2026A												
Dated: April 8, 2026												
(First Interest: April 1, 2027)												
LEVY YEAR	YEAR DUE	NET EXISTING LEVY SUPPORTED DEBT SERVICE (A)	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 3.75%	NET TOTAL (B)	TOTAL LEVY SUPPORTED DEBT SERVICE	HYPOTHETICAL FUTURE BORROWINGS (C) (D)	TOTAL COMBINED LEVY SUPPORTED DEBT SERVICE	TOTAL OFFSETTING REVENUES (E)	NET LEVY SUPPORTED DEBT SERVICE	NET LEVY SUPPORTED MILL RATE (F)	YEAR DUE
2025	2026	\$2,873,317				\$2,873,317	\$0	\$2,873,317	(\$405,070)	\$2,468,247	\$0.45	2026
2026	2027	\$2,766,938	\$425,000	\$307,803	\$499,139	\$3,266,076	\$0	\$3,266,076	(\$340,060)	\$2,926,016	\$0.51	2027
2027	2028	\$2,682,863	\$315,000	\$182,656	\$497,656	\$3,180,519	\$2,063,400	\$5,243,919	(\$275,050)	\$4,968,869	\$0.85	2028
2028	2029	\$2,683,538	\$335,000	\$163,969	\$498,969	\$3,182,506	\$3,366,275	\$6,548,781	(\$210,040)	\$6,338,741	\$1.05	2029
2029	2030	\$2,690,163	\$350,000	\$144,275	\$494,275	\$3,184,438	\$4,727,975	\$7,912,413	(\$145,030)	\$7,767,383	\$1.25	2030
2030	2031	\$2,685,938	\$375,000	\$123,431	\$498,431	\$3,184,369	\$4,664,325	\$7,848,694	(\$80,000)	\$7,768,694	\$1.21	2031
2031	2032	\$2,602,719	\$395,000	\$101,294	\$496,294	\$3,099,013	\$4,746,575	\$7,845,588	(\$80,000)	\$7,765,588	\$1.17	2032
2032	2033	\$1,991,781	\$420,000	\$77,863	\$497,863	\$2,489,644	\$5,356,025	\$7,845,669	(\$80,000)	\$7,765,669	\$1.14	2033
2033	2034	\$1,940,219	\$440,000	\$55,338	\$495,338	\$2,435,556	\$5,412,625	\$7,848,181	(\$80,000)	\$7,768,181	\$1.11	2034
2034	2035	\$343,375	\$460,000	\$33,963	\$493,963	\$837,338	\$6,932,225	\$7,769,563		\$7,769,563	\$1.07	2035
2035	2036		\$485,000	\$11,519	\$496,519	\$496,519	\$7,272,725	\$7,769,244		\$7,769,244	\$1.04	2036
2036	2037						\$7,768,375	\$7,768,375		\$7,768,375	\$1.01	2037
2037	2038						\$7,765,325	\$7,765,325		\$7,765,325	\$0.98	2038
2038	2039						\$7,768,050	\$7,768,050		\$7,768,050	\$0.95	2039
2039	2040						\$7,766,300	\$7,766,300		\$7,766,300	\$0.93	2040
2040	2041						\$7,769,825	\$7,769,825		\$7,769,825	\$0.90	2041
2041	2042						\$7,768,375	\$7,768,375		\$7,768,375	\$0.87	2042
2042	2043						\$7,766,825	\$7,766,825		\$7,766,825	\$0.85	2043
2043	2044						\$7,769,800	\$7,769,800		\$7,769,800	\$0.82	2044
2044	2045						\$7,767,025	\$7,767,025		\$7,767,025	\$0.80	2045
2045	2046						\$7,768,275	\$7,768,275		\$7,768,275	\$0.78	2046
2046	2047						\$7,768,200	\$7,768,200		\$7,768,200	\$0.75	2047
2047	2048						\$6,138,275	\$6,138,275		\$6,138,275	\$0.58	2048
		\$23,260,848	\$4,000,000	\$1,202,110	\$4,968,445	\$28,229,293	\$136,126,800	\$164,356,093	(\$1,695,250)	\$162,660,843		

(A) Net of bid premium of \$199,802 attributed to the 2025 G.O. Promissory Notes used to offset portions of interest payments due in 2026.
 (B) Net of hypothetical bid premium of \$233,665 used to offset interest due on 4/1/2027 and a portion of interest due on 10/1/2027.
 (C) This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as advice.
 (D) Assumes future annual borrowings of \$4 million beginning in 2027 amortized over 10 years using an average interest rate of 4.00%. Includes \$20 million in 2027 for Lakefront + \$13.5 million in 2028 for Fire Station.
 (E) Includes Utility Aid and Library & Fire Impact Fees. Amounts per City projections as of 5/2/2025.
 (F) Mill rate based on the 2025 Equalized Valuation (TID-OUT) of \$5,540,115,900 with annual growth of 3.00% thereafter.

City of Oak Creek

2026 Financing Plan

March 3, 2026

TIF #10 Financing Illustration



POS				
\$2,400,000				
TAXABLE G.O. PROMISSORY NOTES, SERIES 2026B				
<i>Dated: April 8, 2026</i>				
<i>(First Interest: April 1, 2027)</i>				
YEAR DUE	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1)	TOTAL	YEAR DUE
		<i>TIC=</i>		
		<i>4.75%</i>		
2026				2026
2027	\$400,000	\$143,905	\$543,905	2027
2028	\$470,000	\$76,200	\$546,200	2028
2029	\$490,000	\$55,918	\$545,918	2029
2030	\$510,000	\$34,413	\$544,413	2030
2031	\$530,000	\$11,660	\$541,660	2031
	\$2,400,000	\$322,095	\$2,722,095	

City of Oak Creek

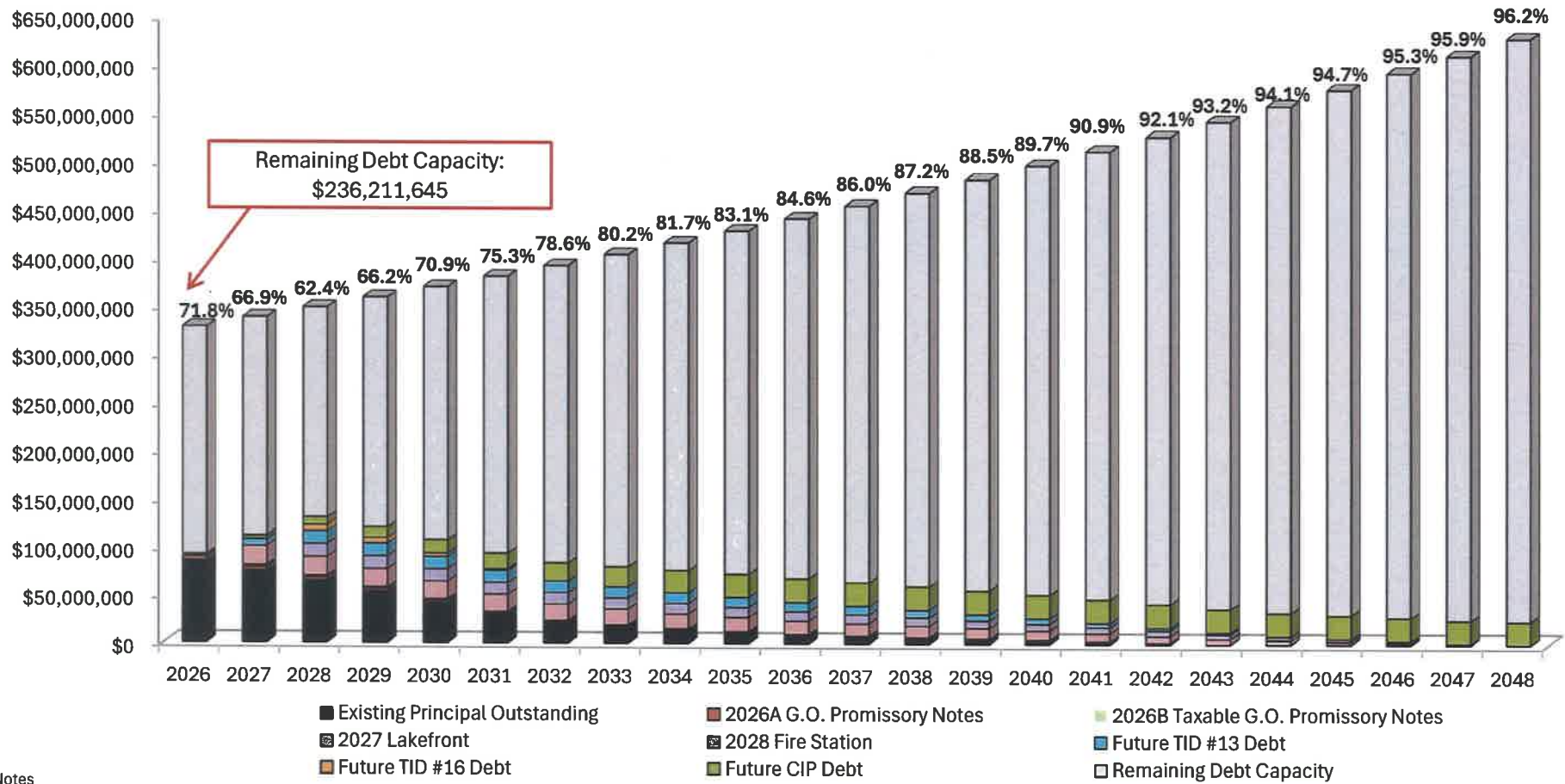
2026 Financing Plan

March 3, 2026



G.O. Debt Capacity (with future hypothetical issues)

PERCENT OF CAPACITY REMAINING (END OF YEAR)



Notes

Future capacity based on the 2025 Equalized Valuation (TID-IN) of \$6,385,876,600 with annual growth of 3.00% thereafter.



COMMON COUNCIL REPORT

Item: Resolution No. 12655-030326, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,000,000 General Obligation Promissory Notes, Series 2026A.

Recommendation: That the Common Council adopts Resolution No. 12655-030326, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,000,000 General Obligation Promissory Notes, Series 2026A.

Fiscal Impact: Approximately \$4,000,000 will be paid by the City's tax levy for general debt service.

Critical Success Factor(s):

- Active, Vibrant, and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The Plan of Finance included \$4,000,000 General Obligation Promissory Notes ("Series 2026A Notes") to finance the annual enhanced surface transportation rehabilitation program per the Common Council's direction at their February 17, 2025 meeting. The Series 2026A Notes are projected to be sold at an interest rate of 3.75% and will be callable on April 1, 2033.

Resolution No. 12655-030326 gives Baird the ability to present to the City a sale on any day versus only on the day of a Common Council meeting, offering flexibility to take advantage of favorable interest rates.

Parameters for the Series 2026A Notes sale include:

- A maximum price of \$4,000,000;
- A maximum interest rate of 4.25%.

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

Options/Alternatives: The Common Council could choose to request that the sale of the Series 2026A Notes come back to them for approval at a set Common Council meeting, thus removing the flexibility to sell the Series 2026A Notes on a day of Baird's choosing based on the interest rate market.

Respectfully Submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments:

- Resolution No. 12655-030326

RESOLUTION NO. 12655-030326

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$4,000,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026A

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

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

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

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

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

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

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed FOUR MILLION DOLLARS (\$4,000,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 15 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of not to exceed FOUR MILLION DOLLARS (\$4,000,000). The purchase price to be paid to the City for the Notes shall not be less than 96.50% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid

to the City by the Purchaser shall not exceed 3.50% of the principal amount of the Notes, with an amount not to exceed 1.25% of the principal amount of the Notes representing the Purchaser's compensation.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2026A"; shall be issued in the aggregate principal amount of up to \$4,000,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$400,000 per maturity or mandatory redemption amount; that a maturity or mandatory redemption amount may be eliminated if the amount of such maturity or mandatory redemption amount set forth in the schedule below is less than or equal to \$400,000; and that the aggregate principal amount of the Notes shall not exceed \$4,000,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$4,000,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2027	\$425,000
04-01-2028	315,000
04-01-2029	335,000
04-01-2030	350,000
04-01-2031	375,000
04-01-2032	395,000
04-01-2033	420,000
04-01-2034	440,000
04-01-2035	460,000
04-01-2036	485,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2027 or on such other date approved by an Authorized Officer in the Approving Certificate. The true interest cost on the Notes shall not exceed 4.25%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in each year during the term of the Notes in such amounts as are sufficient to meet the principal and interest payments due on the Notes in the following year, which amounts are to be set forth in the Approving Certificate. The amount of tax levied in the year 2026 shall be the total amount of debt service due on the Notes in the years 2026, if any, and 2027; provided that there is debt service due on the Notes in 2026 and that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Notes in the year 2026.

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

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

(D) Appropriation. To the extent necessary, the City hereby appropriates from proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Notes coming due in 2026, if any, as may be set forth on the attachment to the Approving Certificate labeled Schedule III.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2026A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be

deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date

of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

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

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

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

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

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

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

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

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

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

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

Section 16. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by an Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

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

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

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

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

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

Adopted, approved and recorded March 3, 2026.

Daniel Bukiewicz
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

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

1. Resolution. On March 3, 2026, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$4,000,000 General Obligation Promissory Notes, Series 2026A of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

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

The Notes shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$4,000,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each maturity or mandatory redemption payment due on the Notes is not more than \$400,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2027	\$425,000	\$ _____
04-01-2028	315,000	_____
04-01-2029	335,000	_____
04-01-2030	350,000	_____
04-01-2031	375,000	_____
04-01-2032	395,000	_____
04-01-2033	420,000	_____
04-01-2034	440,000	_____
04-01-2035	460,000	_____
04-01-2036	485,000	_____

The true interest cost on the Notes is _____%, which is not in excess of 4.25%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 96.50% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price of the Notes (\$ _____) and the purchase price to be paid to the City by the Purchaser (\$ _____) is \$ _____, or _____% of the principal amount of the Notes, which does not exceed 3.50% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is \$ _____, or not more than 1.25% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. The Notes maturing on April 1, 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 20__ or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

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

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

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2026
pursuant to the authority delegated to me in the Resolution.

Andrew J. Vickers
City Administrator]

OR

Maxwell C. Gagin
Deputy City Administrator/Finance Officer]

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
NO. R- _____ CITY OF OAK CREEK \$ _____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2026A

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

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2027 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of project costs included in the City's capital improvement plan, including street projects, as authorized by a resolution adopted on March 3, 2026, as supplemented by an Approving Certificate, dated _____, 2026

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

The Notes maturing on April 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

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

(ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

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

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

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

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)



COMMON COUNCIL REPORT

Item: Resolution No. 12657-030326, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,400,000 Taxable General Obligation Promissory Notes, Series 2026B.

Recommendation: That the Common Council adopts Resolution No. 12657-030326, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,400,000 Taxable General Obligation Promissory Notes, Series 2026B.

Fiscal Impact: Approximately \$2,400,000 will be paid from a combination of TID No. 10 tax increment and other City funding sources.

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

Background: The Plan of Finance included \$2,400,000 Taxable General Obligation Promissory Notes ("Series 2026B Taxable Notes) to finance the acquisition of 27.9 acres of property located at the southeast corner of Howell Avenue and College Avenue. The Common Council authorized the property acquisition when it approved a Purchase and Sale Agreement (PSA) on September 5, 2025, and the City is required to acquire the property per the PSA by March 30, 2026. The Series 2026B Taxable Notes are projected to be sold at an interest rate of 5.00% and will not be callable.

Resolution No. 12657-030326 gives Baird the ability to present to the City a sale on any day versus only on the day of a Common Council meeting, offering flexibility to take advantage of favorable interest rates.

Parameters for the Series 2026B Taxable Notes sale include:

- A maximum price of \$2,400,000;
- A maximum interest rate of 5.25%.

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

Options/Alternatives: The Common Council could choose to request that the sale of the Series 2026B Taxable Notes come back to them for approval at a set Common Council meeting, thus removing the flexibility to sell the Series 2026B Taxable Notes on a day of Baird's choosing based on the interest rate market.

Respectfully Submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments:

- Resolution No. 12657-030326

RESOLUTION NO. 12657-030326

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$2,400,000
TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2026B

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of developer incentives in the City's Tax Incremental District No. 10 (the "Project");

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

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

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

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Notes on a taxable rather than tax-exempt basis;

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

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

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 13 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes

aggregating the principal amount of not to exceed TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000). The purchase price to be paid to the City for the Notes shall not be less than 96.50% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 3.50% of the principal amount of the Notes, with an amount not to exceed 1.25% of the principal amount of the Notes representing the Purchaser's compensation.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2026B"; shall be issued in the aggregate principal amount of up to \$2,400,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$240,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed \$2,400,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$2,400,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2027	\$400,000
04-01-2028	470,000
04-01-2029	490,000
04-01-2030	510,000
04-01-2031	530,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2027 or on such other date approved by an Authorized Officer in the Approving Certificate. The true interest cost on the Notes shall not exceed 5.25%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

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

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in each year during the term of the Notes in such amounts as are sufficient to meet the principal and interest payments due on the Notes in the following year, which amounts are to be set forth in the Approving Certificate. The amount of tax levied in the year 2026 shall be the total amount of debt service due on the Notes in the years 2026, if any, and 2027; provided that there is debt service due on the Notes in 2026 and that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Notes in the year 2026.

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

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

(D) Appropriation. To the extent necessary, the City hereby appropriates from proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Notes coming due in 2026, if any, as may be set forth on the attachment to the Approving Certificate labeled Schedule III.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2026B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There

shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers

whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the

Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

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

Section 14. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by an Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 16. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 3, 2026.

Daniel Bukiewicz
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

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

1. Resolution. On March 3, 2026, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$2,400,000 Taxable General Obligation Promissory Notes, Series 2026B of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

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

The Notes shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$2,400,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each maturity or mandatory redemption payment due on the Notes is not more than \$240,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2027	\$400,000	\$ _____
04-01-2028	470,000	_____
04-01-2029	490,000	_____
04-01-2030	510,000	_____
04-01-2031	530,000	_____

The true interest cost on the Notes is _____%, which is not in excess of 5.25%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 96.50% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price of the Notes (\$ _____) and the purchase price to be paid to the City by the Purchaser (\$ _____) is \$ _____, or _____% of the principal amount of the Notes, which does not exceed 3.50% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is \$ _____, or not more than 1.25% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes shall not be subject to optional redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

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

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

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2026 pursuant to the authority delegated to me in the Resolution.

Andrew J. Vickers
City Administrator]

OR

Maxwell C. Gagin
Deputy City Administrator/Finance Officer]

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
NO. R- _____ CITY OF OAK CREEK \$ _____
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2026B

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

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2027 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate [, redemption provision] and maturity date, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of developer incentives in the City's Tax Incremental District No. 10, as authorized by a resolution adopted on March 3, 2026, as supplemented by an Approving Certificate, dated _____, 2026 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

This Note is not subject to optional redemption.

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

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

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

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

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

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

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

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

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

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)



COMMON COUNCIL REPORT

Item: Baseball Diamond Outfield Renovation at Abendschein Park

Recommendation: That the Common Council consider a motion to approve the recommendation from the Parks and Recreation Commission to approve the proposal to renovate the baseball diamond outfield at Abendschein Park from Midwest Athletic Fields, LLC in the amount of \$57,750.00.

Fiscal Impact: Funding would come from the Park Impact Fees Fund, with a \$14,000 offset from the Utility sewer lining project, previously allocated for simple restoration (sod replacement).

The following proposals were received for the renovation work:

Midwest Athletic Fields, LLC	\$57,750.00
Turf Solutions Group, LLC	\$103,067.00

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

Background: The Abendschein Park baseball diamond was established in 1972. It was developed in a field which has a sanitary sewer line buried 40' below ground running underneath the entire outfield. Right field has always been a low area and would occasionally affect baseball games after heavy rain events. Baseball games and practices were typically played in the summer months, so the water issues weren't a major problem.

When the concession stand was built in 2011-2012 a connection was made to the sewer manhole underneath right field coming in from the right field foul line side. This connection caused issues for summer baseball for a couple years as staff filled in the settling low spots to ensure a safe playing surface and prevent water from pooling.

In 2019 the High School boys' baseball team switched from summer baseball to spring baseball. For the first spring season the field was unusable due to the poor drainage. To alleviate the issue, Parks staff installed drain tile in the fall of 2019, which worked to slowly drain the pooled water from the field and allowed the teams to play the following year. The lack of surface drainage, however, remained.

In 2024 another sewer connection was made to the manhole in right field coming in from the outfield fence to the West. This work disrupted the grade further and tore out the existing drain tile. After the connection

and the area were restored, it was clear the affected outfield area grade was worse than before due to settling of the disturbed soil.

In 2025 a sewer lining project was conducted requiring the field to be dug up once again. Further damage was incurred due to the excavation, heavy equipment, and matting which tore up the turf. Restoration for this project is planned but will not correct the drainage issues.

Staff does not believe that adding drain tile alone will alleviate the water problems that now exist and believe a professional sports field company with the proper equipment and knowledge is needed to renovate the field to make it playable again.

The field has been closed since 2024 due to ongoing sewer work and will be closed for at least the first half of 2026. Now is the opportune time to renovate the field correctly and have it ready for the spring of 2027.

The renovation would consist of regrading approximately 150' x 160' of the outfield. The area would be stripped of existing grass, thoroughly roto-tilled, new topsoil added, and new sod installed and fertilized. The swale behind right field would also be re-graded with seed planted and erosion-control matting applied.

Options/Alternatives: Proceed with sod replacement only. This would leave the field unlevel and unplayable, and drainage issues would persist.

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Reviewed:



Matthew J. Trebatoski, MPA
Director of Public Works

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments: Midwest Athletic Fields, LLC Proposal and Turf Solutions Group, LLC Proposal.

Midwest Athletic Fields LLC

323 William St P.O. Box 76
 Watertown, WI 53094
 lana@midwestaf.com
 www.midwestaf.com



Proposal

ADDRESS
 City of Oak Creek
 Attn: Jeff Wendt
 800 W. Puetz Rd
 Oak Creek, WI 53154

PROPOSAL 1879
 DATE 02/03/2026
 EXPIRATION DATE 08/03/2026

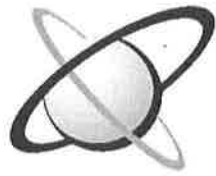
PROJECT Abendschein Park SALES REP JJV

ACTIVITY	QTY	RATE	AMOUNT
Baseball Field Re-grading Right Field: -Area to be renovated approx. 160' x 150'. -This area will be affected by heavy construction due to storm sewer maintenance. -Strip existing grass from this area. -Thoroughly roto-till existing soil. -Add approx. 200 cu yds of screened topsoil. -Laser grade to ensure uniform surface drainage. -Apply pre-plant starter fertilizer. -Sod with 100% Kentucky Bluegrass Big Roll Sod. -Roll when complete. -Re-grade the swale behind right field so that it flows to the culvert. -Seed and erosion mat this area.	1	57,750.00	57,750.00
Note 1 year Warranty from date of completion: This warranty applies to any defects in the material or workmanship under normal use from one year from the date of completion. During this warranty period, Midwest Athletic Fields, LLC will remedy or replace, at no additional cost to the customer, products or workmanship that proves to be defective under normal use and maintenance. This warranty does not cover conditions outside of Midwest Athletic Fields' control that may cause defect. To obtain warranty service, you must first contact Midwest Athletic Fields LLC to determine the problem, so an appropriate solution can be found and implemented.	1	0.00	0.00

TOTAL **\$57,750.00**

We authorized Midwest Athletic Fields LLC to do the work as specified.

Note: Customer must provide a place on site to dispose of waste material, Hauling off site will incur additional costs, Watering of sod is customer's responsibility once project is complete, unless otherwise stated, All credit card payments will have a 3% fee added.



Turf Solutions group

PROPOSAL TO RENOVATE NATURAL TURF BASEBALL OUTFIELD

City of Oak Creek
Mr. Jeff Wendt
Parks Department
Oak Creek, Wisconsin

February 2, 2025

Golf Development



Athletic Fields



Design & Planning



Synthetic Turf



DESCRIPTION OF PROPOSED CONSTRUCTION PROJECT

This Proposal is for Turf Solutions Group LLC (TSG) to provide The City of Oak Creek (Client) with the described scope of work pertaining to renovating the Right Field and the swale area inside the fence located 1311 E. Drexel at in Oak Creek, WI. Approximately 27,500 square feet total for both the outfield area inside the fence line and the swale area outside the right field fence. Quantities required for the work scope were provided by Mr. Jeff Wendt.

TURF SOLUTIONS GROUP SCOPE OF WORK

- The TSG will excavate the specified outfield area and haul the spoils off site; cavity to be maximum depth of 4 inches in depth.
- TSG will furnish and incorporate in 4" of screened topsoil in the outfield area where new sod is to be installed.
- TSG will laser grade the area for optimal drainage.
- TSG will furnish and incorporate organic fertilizer as required.
- TSG will furnish and install approximately 24,000 square feet of big roll blue grass sod for the Right Field area.
- TSG will till and grade the swale area outside the fence line for optimal drainage (3500sf).
- TSG will furnish and install new seed and straw blanket over the swale area, approximately 3,500 square feet.
- TSG upon completion of field construction will clean site of all turf installation debris and remove any remaining materials.

CLIENT RESPONSIBILITIES

The Client is responsible for any municipal permits or fees associated with this work scope; TSG must be provided copies of permit prior to commencement of work.

The Client will provide TSG personnel with reasonable access to the work area during the entire construction process.

The Client will mark any existing or newly constructed underground utilities clearly in and around the construction area, if necessary.

The Client will provide water as required for TSG's use following sod and seed installation.

The Client is responsible for all grow-in after sod installation is completed – watering, fertilization, pest control, weed control, mowing, etc.

TSG EXCLUSIONS

Union or Prevailing wage rates excluded.
Federal, State and Municipal sales and use taxes are excluded.
Performance and Payment Bonds are excluded.
Liquidated damages are excluded.
Field drainage repair or replacement is excluded.
SWPPP Plan excluded.
Erosion control excluded.
Landscaping excluded.
Grow-in of the new sod and seed is excluded.
Seed or sod repairs following construction to adjacent areas following field construction are excluded.
Architectural or Engineering fees are excluded.

WORK COMPLETED BY TSG BEYOND DESCRIBED SCOPE

The Client may, from time to time, request changes in the scope of the services of TSG to be performed under this agreement. Such changes, including any increase or decrease in the amount of TSG compensation, shall be incorporated into a signed Change Order that will become a part of this Agreement. TSG will obtain a signed Change Order prior to starting any work that could be considered beyond the scope described.

PROJECT START AND COMPLETION DATES

Project is scheduled to begin: **To Be Determined** Estimated Project Duration: **2 Weeks**

PROJECT PRICE: \$ 103,067.00

Payment terms: A 10% down payment will be requested with the executed proposal and the final billing as required on the remainder of the contract amount will be due Net 10 days following completion of the work scope.

Payment made to: Turf Solutions Group LLC
2101 N. Main Street
East Peoria, Illinois 61611

PRICING AND INFORMATION DISCLAIMER

This proposal and all pricing herein are intended only for the Client identified in this document. Pricing is good for thirty (30) days from the issuance date of the proposal to the Client.

WARRANTY AND WORKMANSHIP GUARANTEE

TSG provides the Client with a 1-year workmanship guarantee against problems that arise associated with the turf installation.

ACCEPTANCE

By signing below, I agree to all the terms listed herein. Upon completion of the project any unpaid balance due on account is subject to an 18% annual late charge or service charge. In the event TSG institutes legal proceedings to collect any remaining balance on project, or company needs to retain counsel, collection agency or undergo any other expense to collect balance due, the undersigned agrees to pay for attorney fees, court costs, collection fees, filing fees, etc.

By (City of Oak Creek)

Date

By (Turf Solutions Group LLC)

Date

If acceptable, please sign and return with down payment to Turf Solutions Group.
You may email the executed proposal to jsnyder@turfsolutionsgroup.com.



COMMON COUNCIL REPORT

Item: Aretas Physical Therapy/Aretas Performance Fitness and Wellness Program Agreement

Recommendation: That the Common Council adopts Resolution 12658-030326 authorizing the agreement with Aretas Physical Therapy/Aretas Performance.

Fiscal Impact: The annual contract cost of \$12,000 will be funded through the dedicated wellness/fitness and annual physical exam line item.

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

Background: Beginning in 2022, the Department collaborated with Innovative Health and Fitness for on-duty fitness training for all Department members. In spring of 2025, the Department surveyed members on the effectiveness of this programming and it was determined that although the program was successful for building general fitness, there was a pressing need to now implement wellness and fitness programming that not only addresses the specific physical demands of Firefighting, but also provides individualized programming to meet the specific needs of each Firefighter. The Department discontinued participation in the Innovative Health and Fitness program in June of 2025.

Aretas Physical Therapy/Aretas Performance specializes in the injury treatment and physical training of Firefighters. This agreement will provide Department members with services that include individual fitness evaluations, custom designed workouts based on individual needs, Trainerize app access for guided workouts and movement demonstrations, and monthly follow-ups and reviews to track performance. The Department is confident this model will better address the fitness needs of our members, as well as provide the additional benefit of training that targets injury prevention and recovery.

The contract cost of \$12,000 represents a savings of \$4,000 when compared to the \$16,000 annual cost for the Innovative Health and Fitness program. The Fire Department recommends the adoption of the resolution authorizing this agreement with Aretas Physical Therapy/Aretas Performance.

Options/Alternatives: NA

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Michael A. Kressuk, Jr
Fire Chief

Fiscal Review:

Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments:

Oak Creek - Aretas Physical Therapy/Aretas Performance Agreement
Aretas Physical Therapy/Aretas Performance Resolution

RESOLUTION NO. 12658-030326

RESOLUTION APPROVING THE AGREEMENT FOR THE
FITNESS AND WELLNESS PROGRAM BETWEEN
ARETAS PHYSICAL THERAPY AND ARETAS PERFORMANCE LLC
AND THE CITY OF OAK CREEK

NOW THEREFORE BE IT RESOLVED that the agreement for the Fitness and Wellness Program between Aretas Physical Therapy and Aretas Performance LLC and the City of Oak Creek (“Agreement”) be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Fire Chief is hereby authorized to execute the Agreement on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 3rd day of March, 2026.

Passed and adopted this ____ day of _____, 2026.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2026.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

Aretas Physical Therapy and Aretas Performance:

STANDARD AGREEMENT FITNESS AND WELLNESS PROGRAM

Oak Creek Fire Department

Chief Kressuk
(414) 570-5632

This Fitness and Wellness Program Agreement ("Agreement") is entered into by and between **Oak Creek Fire Department** ("Department"), located at **7000 S 6th St., Oak Creek, WI 53154**, and **Aretas Physical Therapy** ("Aretas PT") and **Aretas Performance, LLC** ("Aretas Performance"), both located at 5764 S. 108th St., Hales Corners, WI 53130 and 10930 W. Potter Rd., Ste. C, Wauwatosa, WI 53226 (collectively, "Aretas"). This Agreement governs the provision of injury management, therapy, and fitness services to Department's employees ("Members"). Aretas Performance coaches shall be referred to as "Coaches."

Effective Date and Term: This Agreement shall commence on January 1, 2026 through December 31, 2026 and shall automatically renew on January 1, 2027, unless terminated.

I. Services Provided

A. Specialty Testing and Physicals (Aretas PT)

Aretas PT will coordinate physicals and specialty testing (e.g., advanced blood work, imaging) through an external medical provider. A separate agreement between the Department and the medical provider is required.

B. Coordination of Care (Aretas PT)

Aretas PT will assist the Department in providing resources that prioritize fast and efficient care to Members for any healthcare needs including:

- Assessment within 24-72 hours.
- Coordination with appropriate healthcare providers.
- Cost-containment strategies.

C. Fitness Programs (Aretas Performance)

Aretas Performance will provide customized fitness programs at the Department's location, including:

- **Initial Fitness Evaluation:** Coaches will conduct a one-time evaluation per Member at program onset to assess baseline fitness levels.

- **Programming:** Coaches will design workout programs tailored to Members' goals and needs. Programs may be modified based on monthly in-person fitness reviews.
- **Trainerize App Access:** All Members will have 24/7 access to the Trainerize App in order to perform workouts.
- **Monthly In-Person Fitness Reviews:** Coaches will conduct reviews on the last Tuesday, Wednesday, and Thursday of each month between the hours of 3:00 PM and 5:00 PM, with a minimum of four (4) hours per month. The timing of these reviews will be based on the Members' availability to maximize participation. During these reviews, Coaches will evaluate progress, update programming, and address movement needs.

II. Cost Structure

A. Specialty Testing/Physicals: Costs determined by the external medical provider's agreement with the Department.

B. Coordination of Care: No added cost to the Department.

C. Fitness Programs:

- **Initial Fitness Evaluation:** \$150 per Member (one-time fee).
- **Trainerize App Access:** \$260 per month (flat fee for all Members).
- **Trainerize Program Updates:** \$180 per Member (one-time fee).
- **Monthly In-Person Fitness Reviews:** \$150 per day (3 days per month, totaling \$450 per month).

Cost Breakdown (54 Members):

Service	Cost per Member	Cost per Month	Cost per Year
Initial Fitness Evaluation	\$150 (one-time)	N/A	\$8,100
Trainerize App Access	N/A	\$260	\$3,120
Trainerize Program Updates	\$180 (one-time)	N/A	\$9,720
Monthly In-Person Fitness Reviews	N/A	\$450	\$5,400
Total Annual Cost			\$26,340
Rate Reduction			\$14,340

Department Contracted Cost			\$12,000*
-----------------------------------	--	--	------------------

* With no more than 3% increase annually.

III. Responsibilities of Aretas PT

- **Scheduling and Communication** (Zachary Koba):
 - Phone (414-400-0155)
 - Email (solutions@aretaspt.com)
- **Service Delivery:** Provide all services as outlined.
- **Billing:**
 - Submit therapy and applicable testing claims to insurance carriers.
 - Invoice the Department for cash-based services, fitness programs, and specialty testing.
- **Insurance:** Maintain public liability and medical malpractice insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in aggregate.
- **Indemnification:** Indemnify and hold harmless the City of Oak Creek, its elected and appointed officials, officers, employees, agents, representatives, and volunteers from any loss, liability and claims that may arise from Aretas PT's acts or omissions.
- **Compliance:** Adhere to HIPAA and non-discrimination laws, ensuring services are not denied based on race, color, sex, age, disability, or national origin.

IV. Responsibilities of Aretas Performance

- **Scheduling** (Laura Sadowsky):
 - Phone (407-285-9973)
 - Email (laura.sadowsky@aretaspt.com)
- **Communication** (Zachary Koba):
 - Phone (414-400-0155)
 - Email (solutions@aretaspt.com)
- **Service Delivery:** Provide all fitness programs as outlined.
- **Indemnification:** Indemnify and hold harmless the City of Oak Creek, its elected and appointed officials, officers, employees, agents, representatives, and volunteers from any loss, liability and claims that may arise from Aretas Performance's acts or omissions.
- **Non-Discrimination:** Ensure services are not denied based on race, color, sex, age, disability, or national origin.

V. Responsibilities of the Department

- **Communication** (Assistant Chief Mallas):
 - Phone (414-570-5629)
- **Payments:**
 - **Cash-Based Services, Workplace Readiness Testing, and Specialty Testing/Physicals:** Reimburse Aretas PT within 30 days of invoice receipt at agreed-upon rate.
 - **Fitness Programs:** Pay \$12,000 annually, as agreed, via monthly or annual installments. Monthly installments of \$1,000 to be received by the 1st of each month to cover services rendered for that month.
- **Payment Address:**

Aretas Physical Therapy
10930 W. Potter Rd., Ste. C
Wauwatosa, WI 53226
TIN: 92-3549431

VI. General Provisions

- **Termination:** Either party may terminate this Agreement with 30 days' written notice.
- **Renewal:** This Agreement shall automatically renew annually on January 1, unless terminated as provided herein. The rates for Fitness Programs, as outlined in Section II.C, shall remain fixed for the initial term of this Agreement (January 1, 2026, to December 31, 2026). Upon annual renewal, any proposed rate increases by Aretas PT or Aretas Performance shall not exceed 3% of the prior year's contracted cost, unless mutually agreed upon in writing by both parties. Aretas PT and Aretas Performance will provide the Department with written notice of any proposed rate changes at least 60 days prior to the renewal date January 1.
- **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.
- **Amendments:** Any changes must be in writing and signed by both parties.
- **Governing Law:** This Agreement shall be governed by the laws of the State of Wisconsin.
- **Acceptance Deadline:** If not signed by January 1, 2026, this Agreement shall be null and void.

Nathan Hornung, PT, DPT
Co-founder of Aretas Physical Therapy
nate.hornung@aretaspt.com

Kevin Eckert, PT, DPT
Co-founder of Aretas Physical Therapy
kevin.eckert@aretaspt.com

Department:

Signature of Authorized Official

Printed Name

Title

____/____/_____
Date

Aretas Physical Therapy and Aretas Performance:

Signature of Authorized Official

Printed Name

Title

____/____/_____
Date



COMMON COUNCIL REPORT

Item: NR 216 Annual Report for 2025

Recommendation: That the Common Council adopts Resolution No. 12656-030326, a resolution accepting the 2025 Annual Report for Oak Creek’s WPDES Storm Water (NR 216) permit.

Fiscal Impact: None

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

Background: The City is required to submit an annual report to the Wisconsin Department of Natural Resources summarizing the status of implementation of stormwater management programs and compliance with schedules outlined in Oak Creek’s NR 216 permit. Oak Creek was initially issued a permit in 2000 and reissued permits in 2006 and 2013. The City was reissued a new permit in April 2025. The permit requirements are water-quality based. The Department of Natural Resources requires the annual report to be submitted electronically using their standardized form. The attached annual report contains all required information in a new format.

Options/Alternatives: This Resolution and report review is required per Section J of Oak Creek’s WPDES Storm Water (NR 216) permit and not to adopt it would be a violation of the permit.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Josie Woger
Environmental Specialist

Fiscal Review:

Maxwell Gagrin, MPA
Deputy City Administrator/ Finance Officer

Approved:

Matthew Sullivan
Assistant City Administrator/ Engineer

COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 3/3/26 License Committee Report.

Fiscal Impact: License fees in the amount of \$985.00 were collected.

Critical Success Factor(s):

- Active, Vibrant and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe & Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable


Tentative recommendations are as follows (favorable background reports received):

1. Grant a 2026 Transient Merchant company license to Renewal by Anderson, 1741 Dolphin Dr., Waukesha, WI 53186 selling home improvement products, and to the following salespersons:
 - * Nicholas W. Jurs-Neman
 - * Devyn L. Rondone
 - * Amaryona N. Johnson
 - * Elliot D. Currie II
2. Grant a 2026 Temporary "Class B" Beer Alcohol Beverage License to Paula Nevarez (Agent), Oak Creek Tourism Commission, for their July 3rd "Party Like a Patriot" Celebration to be held at Lake Vista Park, 4159 E. Lake Vista Parkway.
3. Grant a Brewery Secondary Retail Location to Randy Larson (Agent), Spirits of Norway Vineyard & Winery for the following dates/events held in Drexel Town Square, 361 W. Town Square Way:
 - * Summer Solstice Musical Festival - June 19, 20, and 21, 2026
 - * Night Market - June 27 and August 15, 2026
 - * July 3rd Party Like A Patriot Celebration - July 3, 2026
 - * Fall Festival - October 24, 2026
4. Grant a 2026-27 Change of Agent for Mega Marts, LLC dba Pick 'n Save #862, 8770 S. Howell Ave. to Zhaneta Shehu.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:


Christa J. Miller CMC/WCMC
Deputy City Clerk

Fiscal Review:

Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments: none

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the February 25, 2026 Vendor Summary Report in the total of \$549,675.91.

Fiscal Impact: Total claims paid of \$549,675.91.

Critical Success Factor(s):c

- Active, Vibrant and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe & Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Of note are the following payments:

PAPER CHECKS

1. \$9,200.00 to AT&T (pg #1) for PD Next Gen 911.
2. \$25,178.82 to Compass Minerals Company (pg #2) for salt inventory.
3. \$7,500.00 to Master Repair (pg #3) for painting and wall repairs.
4. \$5,965.20 to Milwaukee County Treasurer (pg #3) for 2025 special charges for lottery credit.
5. \$45,000.00 to Story City Motors, LLC (pgs #4 & #5) for 2026 Ford Explorer. Project #25018.
6. \$5,000.00 to UWM College of Nursing (pg #5) for paramedic training.

ACH PAYMENTS

1. \$6,445.50 to Aurora Medical Group (pg #8) pre-employment and annual physicals.
2. \$42,920.05 to Broadway Construction LLC (pg #8) for Health Department build out.
3. \$7,215.27 to Central Lake Armor Express Inc (pg #8) for ballistic vest replacements. Project #19011.
4. \$7,671.93 to CJ & Associates Inc (pg #8) for City Hall and Health Department workstations.
5. \$19,565.61 to E. H. Wolf & Sons, Inc. (pg #9) for fuel inventory.
6. \$120,488.50 to GFL Environmental (pg #10) for February trash and recycling.
7. \$12,183.20 to Interstate Power Systems Inc (pg #10) for truck repairs.
8. \$10,645.53 Motorola Solutions Inc (pg #12) for radios. Projects #23010 & #25018.
9. \$8,220.84 to Poms Tire Service (pg #12) for tires.

-
10. \$12,843.50 to R.A. Smith (pg #12) for inspection services relating to 2025 Road Improvement projects. Project #22003.
 11. \$29,401.44 to Ramboll Americas Engineering (pg #12) for consulting and engineering services.
 12. \$11,115.27 to Reliant Fire Apparatus Inc (pgs #12 & #13) for vehicle maintenance.
 13. \$35,250.00 to Tyler Technologies, Inc. (pg #13) for consulting services.
 14. \$5,250.00 to Vitale Realty Advisors LLC (pgs #13 & #14) for utility building appraisal. Project #17027.

EFT PAYMENTS

1. \$43,544.19 to WE Energies (pg #16) for street lighting, electricity & natural gas.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:

Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer



Kristina Strmsek
Finance & Accounting Manager

Attachments: 02/25/2026 Invoice GL Distribution Report