



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

COMMON COUNCIL MEETING AGENDA

JULY 7, 2020
7:00 P.M.

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

The City's Vision

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

IMPORTANT NOTICE

This meeting will be held by video conference. Persons wishing to participate in the meeting need to register via <http://ocwi.org/register> prior to the start of the meeting. The webinar will start at 6:50 p.m. so those that registered may log in.

The meeting will also be live streamed on the City of Oak Creek YouTube Page via <http://ocwi.org/livestream> for those that wish to view the meeting.

Persons requiring other reasonable accommodations may contact the City at 414-766-7000. Requests should be made as far in advance as possible.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 6/16/20

Public Hearings (beginning at 7:00 p.m.)

Citizen input, comments and suggestions are requested on the specific item(s) identified below. Action by the Council may occur at the same meeting if so included in the agenda.

4. **Conditional Use:** Consider a request by Sherif Hamdia, Apex Motorwerks, for a Conditional Use Permit for automotive sales and service on the property at 8041 S. 13th St. (2nd District).
5. **Ordinance:** Consider Ordinance No. 2977, approving a Conditional Use Permit for automotive sales and service on the property at 8041 S. 13th St. (2nd District).

6. **Rezoning:** Consider a request by David Kane, North Shore Bank, to rezone the property at 200 W. Drexel Ave., from M-1, Manufacturing, to B-2, Community Business (No Change to the C-1, Shoreland Wetland Conservancy District), and incorporating revisions to the Special Flood Hazard Area, as approved by FEMA (1st District).
7. **Ordinance:** Consider Ordinance No. 2978, approving a rezone of the property at 200 W. Drexel Ave., from M-1, Manufacturing to B-2, Community Business (No Change to the C-1, Shoreland Wetland Conservancy District), and incorporating revisions to the Special Flood Hazard Area, as approved by FEMA (1st District).

New Business

8. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending May 30, 2020.
9. **Motion:** Consider a motion to approve the Personnel Policy Manual effective August 1, 2020, and acknowledge that it applies to all City employees as described in the manual (by Committee of the Whole).
10. **Informational:** Joint City / School District Recreation Platform Concept.
11. **Motion:** Consider a motion to authorize the City Clerk to enter into an agreement to obtain subgrant funds for costs incurred due to COVID-19 (by Committee of the Whole)

DEPARTMENT OF PUBLIC WORKS

12. **Motion:** Consider a motion to approve the purchase of a new TopKat fuel management system from Walt's Petroleum, in the amount of \$11,264.24 (by Committee of the Whole)

COMMUNITY DEVELOPMENT

13. **Resolution:** Consider Resolution No. 12167-070720, approving and authorizing execution of an agreement with Milwaukee County relative to continued participation in the Community Development Block Grant program for the years 2021-2023 (by Committee of the Whole)

ENGINEERING

14. **Resolution:** Consider Resolution No. 12169-070720, approving a Maintenance Agreement with Ryan Business Park LLC related to improvements proposed on City parcels within the now developing Ryan Business Park (5th District).

LICENSE COMMITTEE

15. **Motion:** Consider a motion to grant the various license requests as listed on the 7/7/20 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

16. **Motion:** Consider a motion to approve the June 30, 2020 Vendor Summary Report in the total amount of \$1,744,936.27 (by Committee of the Whole).

MISCELLANEOUS

17. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes, to discuss the following:
- a. Section 19.85(1)(e), to discuss terms of an amended development agreement, including a TIF incentive grant, with Stella & Chewy's for an expansion of their plant located at 111 West Oakview Parkway.
18. **Motion:** Consider a motion to reconvene into Open Session.
19. **Motion:** Consider a motion to take action, if any.

Adjournment.

Public Notice

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

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

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

REVISED TO PROVIDE ADDITIONAL PARTICIPATION OPTIONS BELOW

IMPORTANT NOTICE

This meeting will be held both in person and by video conference. Persons wishing to participate in the video conference, including applicants and their representatives, must register via <http://ocwi.org/register> prior to the meeting. The video conference will begin at 6:55 PM to allow participants to log in.

Persons who wish to view the meeting live without participating may visit the City of Oak Creek YouTube page at <http://ocwi.org/livestream>.

Persons requiring other reasonable accommodations may contact the City at 414-766-7000. Requests should be made as far in advance as possible, preferably a minimum of 48 hours.

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Sherif Hamdia, Apex Motorwerks, for a Conditional Use Permit for automotive sales and service on the property at 8041 S. 13th St.

- Hearing Date:** July 7, 2020
- Time:** 7:00 PM
- Place:** Oak Creek Civic Center (City Hall)
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers
- Applicant(s):** Sherif Hamdia, Apex Motorwerks
- Property Owner(s):** Douglas C. Mayr & Greg W. Mayr
- Property Location(s):** 8041 S. 13th St.
- Tax Key(s):** 811-9007-000

Legal Description:

CSM NO. 3119 PARCEL 2 EXC THE E 7 FT FOR STREET NE 1/4 SEC. 18-5-22 CONT. 1.037 ACS.

The Common Council has scheduled other public hearings for July 7, 2020 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: June 10, 2020
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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COMMON COUNCIL REPORT

Item: Conditional Use Permit - automotive sales and service - Apex Motorwerks

Recommendation: That the Council adopts Ordinance 2977, an ordinance to approve a Conditional Use Permit for automotive sales and service on the property at 8041 S. 13th St.

Fiscal Impact: Approval will allow for the use and occupancy of a portion of an existing multitenant commercial building and parking lot. The project will yield positive fiscal impacts in terms of review and tenant buildout permit fees. This property is not part of a TID.

Critical Success Factor(s):

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

Background: The Applicant is requesting approval for a Conditional Use Permit for automotive sales and service within a portion of one of the existing commercial buildings and parking lot on the property at 8041 S. 13th St. Automotive sales and service uses are Conditional Uses in the B-4, Highway Business district. Council will note that the Comprehensive Plan adopted in March of this year identifies the area as being appropriate for future single family detached development. However, this is a request to utilize a portion of a commercial development that has been in existence since the 1950s, and is currently zoned for commercial uses. This property and the property to the north would be expected to transition to residential in any redevelopment scenario as they are surrounded by an established residential neighborhood. More discussion of this point will occur in the review below.

Per the information provided by the Applicant, the initial staff will include two (2) full-time employees and two (2) part-time employees, with at least two (2) employees onsite at any given time Monday through Friday (Saturday by appointment). The narrative also specified that the staff would include a Manager/Service Writer, a Sales and Finance Expert, a Head Technician, shop help, and part-time employees to oversee the concierge services. Hours of operation were amended during the Plan Commission review of the Conditions and Restrictions, and are included within the recommended document as part of this report.

Parts sales and service are estimated to attract approximately 5-7 customers per week, with approximately 2-3 vehicle sales expected per month. There is conflicting information from the submitted narrative and responses to staff questions regarding the number of vehicles for sale. The original submission stated that it is anticipated that 8-10 vehicles for sale will be on the premises at any given time. An unspecified number of "other" vehicles are also anticipated to be acquired through auctions or other sales as requested by a customer. However, in the responses to staff questions, 6-8 vehicles are anticipated with some located interior to the building. Unfortunately, it appears from the site plan provided that only six (6) of

the existing parking stalls on the east (in front of the storefront portion of the building) have been identified for vehicle display (angled parking stalls on the south are not available for this tenant). Interior floor plans are not dimensioned, nor do they indicate a connection between the overhead doors on the north and the showroom portion of the storefront. One (1) disabled parking stall is identified on the east side of the building, with 2 visitor stalls identified on the northeast corner. On the north elevation, three (3) stalls are reserved for service, and one (1) stall is identified for inspection. That leaves two (2) parking stalls for employees.

Parking requirements for motor vehicle sales establishments are two (2) customer stalls per salesperson, plus one (1) stall per peak shift employee. Motor vehicle repair, maintenance, and service stations must provide three (3) stalls per indoor service bay, plus one (1) stall per peak shift employee. From the submitted information, it appears that there is only one (1) service bay, but staff are unable to determine an accurate number of employees that would be onsite at peak. Assuming only four (4) employees would ever be onsite at a given time, the required parking would equate to (nine) 9 stalls. Vehicle storage areas are not included in the required parking counts. The Plan Commission determined that the proposed number of stalls was adequate for the Conditional Use.

Regarding service, staff would like to make clear the definition of automotive sales and service: "Any building, land area, or other premises for the display and sale of new or used automobiles, pickup trucks or vans, lawn and garden implements, trailers, boats, or other recreational vehicles and including any warranty repair work and other repair service conducted as an accessory use." Council will note that the above definition does not include body or frame repair, painting or undercoating, or "the maintenance, servicing or repair of automotive engines, power train, suspension and exhaust system on vehicles with a gross vehicle weight of 10,000 pounds or less." Those excluded services are only allowed in the M-1, Manufacturing district. Recognizing that the proposed use was specific to automobiles sales, service, and customization, the Plan Commission modified the definition of automotive sales and service within the Conditions and Restrictions. Additional information related to the typical length of repair/service time is included in the responses to staff questions with this report.

No additional lighting, landscaping, fencing, or other site modifications are proposed as part of the request, although the Applicant indicated that they would be willing to install what the City requires. Outdoor storage or display within the Conditions and Restrictions is limited specifically to vehicles for sale – no parts, equipment, damaged/junked motor vehicles, etc. will be allowed. Additionally, the Conditional Use Permit be limited to the Applicant with specific operational plans approved as part of the Permit and only for the duration of the lease for the space. Extensions would require review and approval by the Plan Commission and Common Council.

Staff expressed several concerns for the proposal during the initial Plan Commission review on May 26. In the most recent past, this space had been the location of a furnishings resale shop, which was open by appointment or weekend special hours only. Prior to that, it was the location for several small-scale retail shops (frisbee golf accessories, hobby and artist supplies, model trains, etc.) and a Jazzercise facility. The tenant space to the south has housed several businesses, none of which experienced significant/any customer visits in recent years. While the Applicant's narrative states that a similar use to the proposal had previously been located in the building, staff has found no indication that an auto sales and service business has ever existed on the premises. Only two (2) businesses in that location since 2005, to staff's knowledge, come close: a go-kart parts, accessories, and service facility; and a mobile auto repair facility that did not conduct service or repairs onsite. The concern is for the fundamental change in the use of the property that is potentially incompatible with the surrounding residential nature of the neighborhood.

Those incompatibilities include, but are not limited to: evening and nighttime sales and services hours six (6) days per week, permanent outdoor display of vehicles for sale, no landscaping or other buffer to the residential neighborhood, the potential for increased noise with vehicle service and modification operations. Staff has not received any information regarding proposed signage for the business, which in the past has been very limited did not include internally-lit elements.

As previously mentioned, the Comprehensive Plan shows this area as single family detached. The proposal effectively increases the intensity of commercial uses on the property rather than keeping with the neighborhood-scale retail or startup office use historically seen on the premises. To address these concerns, staff incorporated requirements into the Conditions and Restrictions for landscaping, lighting, and buffers to more closely align the property with current commercial Zoning Code requirements. The Plan Commission concurred with the staff recommendations, and recommended approval at their May 26 and June 9, 2020 meetings.

Options/Alternatives: Council has the discretion to modify the proposed Conditions and Restrictions as part of the approval of the Conditional Use Permit.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



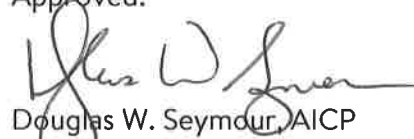
Karl Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ord. 2977

Location Map

Hearing Notice

Plan Commission meeting minutes

Narrative (1 page)

Aerial Site Map (1 page)

Business Plan (5 pages)

Responses to Staff Questions (2 pages)

Site Plan (1 page)

Floor Plans (2 pages)

Conditions and Restrictions

ORDINANCE NO. 2977

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR
AUTOMOTIVE SALES AND SERVICE FOR
APEX MOTORWERKS AT 8041 S. 13TH ST.

(2nd Aldermanic District)

WHEREAS, SHERIF HAMDIA, APEX MOTORWERKS, with landowner support, has applied for a Conditional Use Permit that would allow for Automotive Sales and Service on a portion of the property at 8041 S. 13th St.; and

WHEREAS, the properties are more precisely described as follows:

CSM NO. 3119 PARCEL 2 EXC THE E 7 FT FOR STREET NE 1/4 SEC. 18-5-22
CONT. 1.037 ACS.

WHEREAS, the Plan Commission has reviewed this proposal and has recommended that the Conditional Use be approved; and

WHEREAS, the Common Council held a public hearing on this matter on July 7, 2020, at which time all interested parties appeared and were heard; and

WHEREAS, the Plan Commission had recommended that the application for a Conditional Use be approved and authorized subject, however, to the imposition of certain conditions and restrictions upon the design, construction, location and operation of this Conditional Use, and which conditions and restrictions are incorporated by reference into the Conditional Use Permit; and

WHEREAS, following said public hearing and upon recommendation of approval of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the Conditional Use were approved and authorized for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Conditional Use.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Building Commissioner is hereby authorized to grant a Conditional Use Permit for Automotive Sales and Service for Apex Motorwerks on a portion of the property at 8041 S. 13th St., which shall include the aforementioned conditions and restrictions.

SECTION 2: The Conditional Use is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for Automotive Sales and Service for Apex Motorwerks on a portion of the property at 8041 S. 13th St.

SECTION 3: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 4: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this 7th day of July, 2020.

President, Common Council

Approved this 7th day of July, 2020.

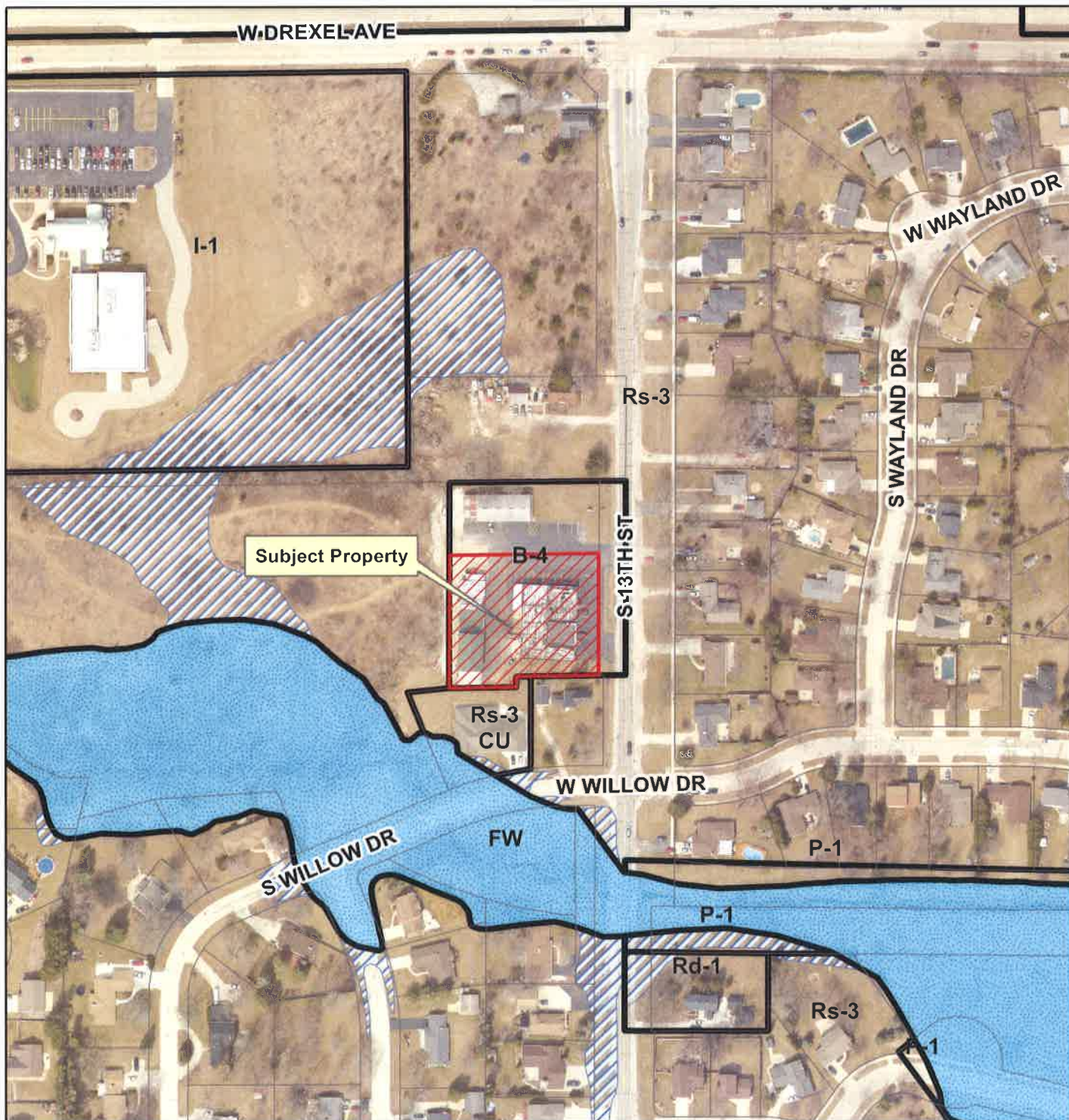
Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map 8041 S. 13th St.

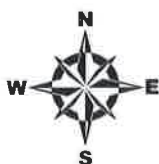


This map is not a survey of the actual boundary of any property this map depicts.



OAKCREEK
— WISCONSIN —

Department of Community Development



Legend

-  8041 S. 13th St.
-  Flood Fringe 2008
-  Floodway 2008

TO BE PUBLISHED JUNE 17 & 24, 2020

OFFICIAL NOTICE

**NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL**

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Sherif Hamdia, Apex Motorwerks, for a Conditional Use Permit for automotive sales and service on the property at 8041 S. 13th St.

Hearing Date: July 7, 2020
Time: 7:00 PM
Place: Oak Creek Civic Center (City Hall)
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers
Applicant(s): Sherif Hamdia, Apex Motorwerks
Property Owner(s): Douglas C. Mayr & Greg W. Mayr
Property Location(s): 8041 S. 13th St.
Tax Key(s): 811-9007-000

Legal Description:

CSM NO. 3119 PARCEL 2 EXC THE E 7 FT FOR STREET NE 1/4 SEC. 18-5-22 CONT. 1.037 ACS.

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Date of Notice: June 10, 2020
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

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**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, May 26, 2020**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Sullivan, Commissioner Carrillo, Alderman Loreck, Mayor Bukiewicz, Commissioner Oldani, Commissioner Siefert, and Commissioner Chandler. Alderman Guzikowski was excused. Also present: Kari Papelbon, Planner; Doug Seymour, Director of Community Development; Assistant Fire Chief Mike Havey. IT Manager, Kevin Koenig, facilitated the video conference.

**CONDITIONAL USE
SHERIF HAMDIA, APEX MOTORWERKS
8041 S. 13TH STREET
TAX KEY NO. 811-9007-000**

Planner Papelbon provided an overview of the request for a Conditional Use Permit for automotive sales and service within the existing commercial building (see staff report for details).

Ben Hamdia, Apex Motorwerks, 8041 S. 13th St., Oak Creek, WI 53154, stated a willingness to modify hours or anything else "so that we can get this going."

Commissioner Chandler stated this is close to a residential area. She asked the Applicant how they plan to buffer the outside storage of cars, along with the different noises with modifications and customization of cars.

Mr. Hamdia responded that Apex Motorwerks installs spoilers or wheel, tire and suspension packages. For engines, as in the case of exhaust, will be all DOT legal. Our noise is not expected to be much since the work is being done inside. We don't see a need for buffering. A lot of our service will be done by appointments. If extra storage is needed for customer projects, we have a 14,000 square-foot facility at 4866 S. 13th St. (outside the City). This storage can fit about 75 cars indoors. We don't want any vehicles at the site in Oak Creek if not needed. The storage we would use are for the pre-bought cars for customers, and extra slots for the cars we obtain through auctions. Our staff isn't large and they are very skilled.

Commissioner Chandler asked whether the Applicant will be using just one slot to display vehicles even though the plans show six.

Mr. Hamdia responded that they would like to have the extra spots there if cars are obtained for stock. We want the cars there ready for when our customer arrives to pick them up.

Commissioner Chandler asked if they will or will not have a buffer for the residential area.

Ben Hamdia responded that they do not plan to have a buffer for the residential area. We won't have late night business, which would be loud or bright. We don't see the need for the buffer, but obviously we're willing to work with anything that you suggest and the landlord, it's their property.

Commissioner Chandler asked the Applicant to clarify what will be stored outside.

Mr. Hamdia responded that the spots are for cars, and there might be two cars or seven, including the employees. There will be customer cars dropped off for repair or to be modified, cars for sale,

or pre-purchased cars for customers. Anything that's going to be [stored] over 24 hours for a modification will be stored indoors.

Commissioner Chandler asked Planner Papelbon to clarify the proposed and required parking.

Planner Papelbon responded that the plans show customer and employee parking. Assuming four employees would ever be onsite at a given time, 9 stalls exclusive of the stalls for vehicle display would be required. She clarified that maintenance, servicing or repair of automotive engines, power train, suspension and exhaust system on vehicles with a gross vehicle weight of 10,000 pounds or less is excluded from allowed uses in the B-4 District. Those types of services are only allowed in the M-1 District.

Mr. Hamdia stated that the services provided are air ride suspension. We do not do machining, machine work, repair work, no painting and no frame work. We are aware of the DOT laws and further zoning. A majority of our customers get custom wheels, front lips and rear spoilers - no painting, obviously no frame work. Interior modifications like racing seats or custom interiors may have cause for some exterior bits, but everything comes pre-painted. About 99.9% is stuff that is bolted. The exhaust is solid installations like custom exhaust tips. We will also be doing engine tuning which is DOT legal and done with a laptop connected to the car.

Commissioner Chandler asked for the need to have nine spaces which is inclusive of customer and employee parking.

Mr. Hamdia stated that staff employee parking is 2 stalls, and the other 2 employees are part-time. One will be for inspections and one for disabled parking, 2 spots for customers, 3 spots for service, and 6 spots for the vehicles for sale.

Commissioner Siefert asked whether the Applicant plans to upgrade the exterior of the building.

Mr. Hamdia responded yes, around the windows, the garage door, the canopy, and the trim work will be refreshed. Inside we plan on doing a full remodel of the building - no structural work.

Commissioner Siefert asked what type of signage will be provided.

Mr. Hamdia stated that the plan is to use the previous company's sign in the current location, but updating it with our logo and website. We do not plan on installing additional signage.

Commissioner Oldani stated the Location Map reflects a larger area with the building to the back of the parking lot. Are there plans for that to be part of your lease?

Mr. Hamdia stated that is the landlord's storage. We will only be using the front of the building - what is circled in white - and the parking lot.

Commissioner Oldani asked if the Applicant will be using any of the parking in the back of the building.

Mr. Hamdia stated that there is no plan to use any of that parking in the back. We have that large facility on 13th Street for storage. The landlord gave us that option, but we do not plan on using it. We will only be using the dumpster back there.

Commission Oldani asked whether it is an option to use.

Mr. Hamdia stated that the company is really small. If we needed, we could acquire additional land, but with our budget, we don't foresee the need. Our showroom is 2,000 square feet and our service area is over 1,000 square feet.

Commissioner Oldani asked Planner Papelbon to clarify the surrounding uses and potential future uses in the area.

Planner Papelbon stated that the 2 parcels that have existing commercial buildings are owned by one entity. These are the only parcels zoned commercial within a residential zone. The Comprehensive Plan calls for the entire area to be redeveloped at some point in the next 20 years as residential.

Commissioner Oldani stated he likes this idea of this type of business. If they are leasing, and they are not the owners, the subject of this being future residential doesn't seem to be of any concern.

Alderman Loreck stated that the Applicant reached out to him, and at that time he liked and supported this idea. Since then, he has heard from 2 residents in the area that brought up some concerns. Alderman Loreck stated that there have to be items included in the conditions and restrictions, such as limiting hours of operation, whether cars are left outside at night, how bright the lights will be compared to what is existing. He asked whether there any plans to update the lighting.

Mr. Hamdia responded that they do not plan to change the lighting. They feel the existing lighting is sufficient. If there was not enough lighting to look at a car, they can pull it into the building to view. They are willing, if needed, to adjust their hours.

Alderman Loreck stated the hours of operations seems to be normal business hours. He asked whether the doors will be open with pneumatics tools going off all day - will that noise travel outside the area - or closed.

Mr. Hamdia stated that they have required interior heat and air conditioning, so they would not be opening the doors. With doors closed you will not hear much. The service bay is in the middle of the building, and it is not close to the road, so you that should not hear noises.

Alderman Loreck asked Planner Papelbon about City concerns or liability for damaged or undesirable vehicles left outside.

Mr. Hamdia stated that if it's an expensive car, it will not be staying overnight. We would store it at our other facility or inside.

Planner Papelbon responded that the City cannot regulate what types of vehicles they are working on or sell. From a zoning perspective, this as an automobile service and sales facility. From the concerns raised in the staff report, staff do not feel this is an appropriate use for this area. If the Plan Commission recommends this be approved at the Common Council level, staff would recommend that the Conditions and Restrictions address these and resident concerns. If there are exterior modifications to the building, those would require Plan Commission review and approval.

Mr. Hamdia stated that the plan is to clean up some of the trim, and the awning is very old. We have to return to the original condition. Also, we are not a huge dealership like on 27th St. We are a niche market and do not foresee a lot of traffic. Our clients are very busy, so we will do drop-off

and pick-up for cars. We will work with the City and do what ever is needed. We are a niche shop, catering to a certain demographic. This should bring luxury clientele to Oak Creek.

Commissioner Carrillo stated she had patronized the former Jazzercise facility in this building, and the parking lot was very dark. She did not recall if there was any external lighting, and stated that the lighting could have changed since, but the way the parking is set up, it is difficult to see and maneuver at night.

Mr. Hamdia agreed with Commissioner Carrillo's comments, and stated that they are not using those parking spaces (angled on south) for ourselves. We are not using that front access. Every parking spot will be professionally marked.

Commissioner Hanna stated that she agrees with Planner Papelbon. She is not concerned if these are high-end or low-end cars - it is a vehicle shop. Regardless, I do not think this should be in a residential area.

Mayor Bukiewicz asked if Assistant Fire Chief Mike Havey and the Fire Department have any concerns.

Assistant Chief Havey stated that there are similar concerns as to those Planner Papelbon mentioned with the code compliance for automotive and body shop work. Those issues stand out, and also the scope of the work. Is there grinding, cutting, torching or storage of hazardous material on the site? If so, there are concerns for the collection and disposal of those materials. All of these are concerns because the scope of work is unknown.

Mayor Bukiewicz asked if the Applicant can shed some light on the hazardous materials, grinding, cutting, and torching.

Mr. Hamdia stated that fluids will be collected and disposed by contract companies. We are not doing any torching or welding at all. We will have fluids in stock in our Parts Department to sell, but those fluids will not be used in the shop. The small percentage of work that is not the bolt-on type would be computer and engine work. It is not doing fuel pumps and things like that. We do not do it, but will refer them to another shop.

Mayor Bukiewicz asked if they will be taking the south end of the building.

Mr. Hamdia responded no, there is a new vitamin shop there. With our type of business, we feel we will be there awhile, and if in the future we can expand, we would like to build our own building in the Milwaukee/Oak Creek area. We have the 13th Street storage, and we also have some on 6th and Drexel. We are not planning on using the Drexel place for this project. For this property, we don't want to have anything there that shouldn't be there.

Mayor Bukiewicz stated that the building does need some updates, and that he is not opposed to the parking because this is a very niche market. It's going to be people looking for specific vehicles. I don't think the noise is going to affect the neighbors. The lighting needs to be respectful for the neighbors. Planner Papelbon mentioned the Conditional Use will go along with the lease. Mayor Bukiewicz asked the Applicant for the length of the lease term.

Mr. Hamdia stated that they have a 10-year lease, but the option to renew is at 5 years.

Mayor Bukiewicz asked Planner Papelbon to clarify the customary effective timeframe for

Conditional Use Permits.

Planner Papelbon responded that Conditional Use Permit limitations have been for 3, 5 and 10 years. As far as this turning into a residential neighborhood, it is already a residential neighborhood, which is why it was listed as such in the Comprehensive Plan. We can't tell the Applicant what type of vehicles they can work on or sell, so what we need to determine is whether this use is appropriate for this parcel. In regards to the exterior of the building, we need the Applicant to provide us with some conceptual plans prior to submitting for a building permit to determine whether the changes need Plan Commission review. As far as lease time, staff will discuss and include a recommendation in the Conditions and Restrictions.

Commissioner Oldani stated that this is car service - we don't know when it will become residential, and if they [Apex Motorwerks] do not go in, who will or will it just remain vacant?

Commissioner Siefert agreed with Commissioner Oldani. I would hate to see this as vacant unless the owner plans to tear this building down.

Mayor Bukiewicz stated that if we do the motion, please be clear on the Conditions and Restrictions for hours of operations, lighting. Am I stating this right?

Planner Papelbon clarified that the motion is just for recommendation of Common Council approval for the Conditional Use Permit. Staff will draft Conditions and Restrictions for review at the next Plan Commission meeting. Those Conditions and Restrictions will incorporate lighting, hours, exterior updates, signage, and parking requirements.

Alderman Loreck stated that he did hear from 2 residents, and that he anticipates more if these proceeds. Am I correct in that at the next Common Council meeting there will be the public hearing?

Planner Papelbon stated that the Conditions and Restrictions will be reviewed at the June 9, 2020 Plan Commission meeting. The public hearing before the Common Council will be scheduled following that meeting. Residents will have an opportunity to participate in the public hearing.

Alderman Loreck stated that if this proceeds, he would like to see stricter Conditions and Restrictions.

Commissioner Oldani moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit for automotive sales and service within a portion of the existing commercial building on the property at 8041 S 13th Street., after a public hearing and subject to Conditions and Restrictions that will be prepared for the Plan Commission's review at the next meeting (June 9, 2020). Alderman Loreck seconded. On roll call: all voted aye, except Commissioner Hanna and Commissioner Chandler, who voted no. Motion carried.

Commissioner Carrillo moved to adjourn. Commissioner Siefert seconded. On roll call: all voted aye. The meeting was adjourned at 7:56 p.m.

ATTEST:



Douglas Seymour, Plan Commission Secretary

6-9-20

Date

**DRAFT EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, June 9, 2020**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Sullivan, Commissioner Carrillo, Alderman Loreck, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldani, Commissioner Siepert, and Commissioner Chandler. Also present: Kari Papelbon, Planner; Assistant Fire Chief Mike Havey. IT Manager, Kevin Koenig, facilitated the video conference.

CONDITIONS AND RESTRICTIONS

APEX MOTORWERKS

8041 S. 13th ST.

TAX KEY NO. 811-9007-000

Planner Papelbon provided an overview of the draft Conditions and Restrictions for a Conditional Use Permit for automotive sales and service within a portion of the existing commercial building at 8041 S. 13th St. (see staff report for details).

Ben Hamdia, General Manager Apex Motorwerks, 8041 S. 13th St, Oak Creek, WI, explained that one of their top concerns was bothering the neighbors or the residences across the street, so they conducted sound testing. The loudest tool that they use is an impact wrench, which is 96 Decibels (dB). After conducting tests with the garage door closed, even up to ten feet away from the garage door they found that the loudest impact noise they would be making could barely be heard. With the garage door closed at the end of their driveway before 13th Street, they conducted an airhorn test, and that was also barely heard. None of the tools that they tested were heard from the middle of their parking lot, or to the end of their parking lot. Mr. Hamdia concluded that, for buffering or anything to sound, nothing would bother the neighbors, and offered to demonstrate the sound test to anyone that would like to see. As far as the hours and changes in the Conditions and Restrictions, they agree with everything.

Commissioner Hanna asked Planner Papelbon if there is going to be a public information meeting prior to going to the Common Council.

Planner Papelbon responded that there will be no other meeting, aside from this Plan Commission meeting, before it goes to a public hearing before Council.

Commissioner Hanna then asked if, at the public hearing, they will share with adjacent neighbors what is happening at that location, and allow them the opportunity to give feedback.

Planner Papelbon answered that property owners within 300 feet of this particular address were given notice for both the prior meeting on May 26, 2020, this Plan Commission meeting, and will also be given notice for the public hearing once it is scheduled.

Commissioner Hanna followed up by asking if they were given information regarding the type of business going in, the signage, parking, and the hours of operation in order to give feedback on that.

Planner Papelbon stated that the notice included basic information, as well as how to obtain additional information. The plans were also put up on ZoningHub, which was included in the notice for people to access. Planner Papelbon noted that the Department of Community Development

did not receive any comments regarding this matter, but there will be an opportunity to provide those final comments at the public hearing before the Common Council.

Alderman Loreck added that he has yet to hear any comments regarding this, outside of what he had heard prior to the first meeting, and will stay up to date prior to the next meeting to see if any more concerns are brought up. Alderman Loreck then asked if the hours of operation that are listed in the conditions and restrictions include appointment hours. For example, if the hours are Monday through Friday 9:00 AM to 8:00 PM, then they cannot have an appointment at 10:00 PM.

Planner Papelbon answered that the intention is that all operations would be conducted within those particular hours, including by appointment only.

Alderman Loreck followed up by asking Mr. Hamdia if their plan within those hours is to open 9:00 AM to 8:00 PM, or if they will open 9:00 AM to 6:00 PM and only hold appointments from 6:00 PM to 8:00 PM on weekdays.

Mr. Hamdia responded that they are planning to be open from 9:00 AM to 6:00 PM for the modification portion, and 9:00 AM to 6:30 PM for sales. He stated that they could push it back for 8:00 PM, but do not have any plans to stay open later than that.

Alderman Loreck asked Planner Papelbon if that is something they could put in the Conditions and Restrictions, or if they are okay with putting 9:00 AM to 8:00 PM versus 9:00 AM to 6:00 PM or 6:30 PM, and then 6:00 PM to 8:00 PM by appointment.

Planner Papelbon answered that the current hours listed in the Conditions and Restrictions provides the most flexibility so that they can determine whether or not they need to stay open that late or if they want to do by appointment only. It also keeps them from having to come back to the Plan Commission and ask for that to be modified should they change their hours of operation; therefore, she recommends to leave it as-is.

Alderman Loreck asked if there had been any discussion with the applicant about retrofitting any landscaping.

Planner Papelbon responded that they have not had a direct conversation yet; however, the retrofitting standards are included as part of the Conditions and Restrictions that were provided for the Plan Commission's consideration. That would be to bring that property more in line with what current Code requires, and that is what is called for in the Comprehensive Plan as the uses are transitioning. It also provides deference to the residential neighborhood that is across the street. Planner Papelbon also noted that there is a noise ordinance that is in effect and needs to be followed at all times. Anything outside of 7:00 PM or 8:00 PM for usual and customary noises within a neighborhood would have to cease until 7:00 AM, and the usual and customary noise level at the property line is 56 dB. That is something for the applicant to keep in mind as they consider the work that is going to be done within the building itself. If the roll-up door has to be up during operations, the dB level has to be no greater than 56 at the property line.

Commissioner Siefert asked if all of the repairs and activities will be held inside the building.

Mr. Hamdia responded that all of the repairs and modifications will be conducted inside.

Planner Papelbon also responded by saying it would be a requirement for all of the repairs and service to be conducted inside the building. There would be no repairs allowed in the parking lot itself.

Commissioner Chandler asked the applicant if there were plans to add lighting to the property.

Mr. Hamdia replied that there are no plans to add additional lighting. There are lights where the sign is, there is also a light by the entrance and on top of their garage door. They do not see any need to add more lighting at this time.

Commissioner Chandler followed up by asking Planner Papelbon for clarification as to whether Section 3(B) prohibits automotive mechanical repairs or modifications.

Planner Papelbon responded that what is going to be allowed for this Conditional Use would be under the automotive sales and service definition from Code. What would be prohibited would be body repair and mechanical repair. She added that in the last meeting where that was discussed neither of those two options would be included in the services provided for the modifications that would occur on the custom cars.

Commissioner Chandler then asked the applicant if there would be any painting of these vehicles.

Mr. Hamdia responded that there would not be any painting of any vehicles onsite as they use a body shop in Illinois for custom paintwork, and there will be no painting done inside of the building either, as the building is not set up for that. Mr. Hamdia added that they have no intentions to do any painting, frame, or body work.

Mayor Bukiewicz asked Assistant Fire Chief Havey if the Fire Department had any concerns on any of the Conditions and Restrictions, and whether the building will need to be sprinkled since it is automotive.

Assistant Fire Chief Havey responded that they have not received any plans or modifications, but after the last meeting, the Code that they are following for an automotive shop meets the criteria.

Mayor Bukiewicz then asked Planner Papelbon whether they need to include the garden implements, trailers, boats and recreational vehicles that are listed on page two of five, number three item b, under automotive sales service.

Planner Papelbon responded that is the definition from Code of what is included in automotive sales and service. If the Plan Commission wishes to modify that to limit it to the sale of new or used automobiles, they can do so, and she would recommend striking everything after automobiles up to recreational vehicles and then keep the rest.

Mayor Bukiewicz replied that he does not think Apex Motorwerks intends to sell used lawnmowers, and that is not a part of their business. He stated that they should keep the business directed where it should be, and asked Mr. Hamdia if he had any problems with that.

Mr. Hamdia responded no problems at all. As far as recreational vehicles, sometimes they deal with motorcycles on rare occasion, but that is the only thing on the list that is under recreational vehicles. Everything else they do not deal with.

Mayor Bukiewicz asked if they deal dune buggies or anything similar.

Mr. Hamdia stated they do, but rarely.

Planner Papelbon added that the definition of recreational vehicles typically includes camper trailers, but if they wish to include motorcycles, and all-terrain vehicles (ATVs) they can include that but strike everything else.

Mayor Bukiewicz asked the commissioners to weigh in on that.

Commissioner Hanna stated that she agreed with Mayor Bukiewicz, as it would make it clear as to what is being done at the facility.

Planner Papelbon stated to incorporate Mayor Bukiewicz's comment, Section 3(B) would be modified to state "automotive sales and service includes the display and sale of new or used automobiles and motorcycles, and including any warranty repair work and any other repair service conducted as an accessory use."

Alderman Loreck asked if it mattered if they took out pickup trucks, or if they are selling any custom pickup trucks.

Mayor Bukiewicz responded that he thinks that would fall under automotive.

Mr. Hamdia added that they do deal with some pickup trucks on rare occasions, but they do have some customers that want pickup trucks. Under the modification side some people do ask for truck accessories such as truck wheels, and if a customer requests it they would like to offer the service for that. He also noted that the trucks are non-commercial.

Planner Papelbon stated that the revised section would state: "automotive sales and service includes the display and sales of new or used automobiles, motorcycles, and non-commercial pickup trucks, including any warranty repair work, etc."

Alderman Guzikowski stated that he was fine with the wording that they had prior to making the changes. He believes it is an honest business, and by making those changes they are inhibiting them from doing what they need to do. Alderman Guzikowski then recommended they leave the wording as it was.

Mayor Bukiewicz responded that he wanted to draw the Commissioners' attention to what Planner Papelbon had brought up - that staff went with the Comprehensive Plan, and it is important that they [Plan Commission] try to follow that Comprehensive Plan as it is laid out as they get properties like that that are transitioning and repurposing, to try to keep the integrity of the neighborhood. Mayor Bukiewicz went on to compliment staff for incorporating that Plan, and sticking to the City of Oak Creek's overall Plan, as they have been successful development-wise sticking to that long-term Plan. This is especially helpful in situations like this as the building is repurposing itself from one use to another, particularly with the zoning.

Planner Papelbon responded that staff would like to have the Plan Commission's full opinion on the rewording of Section 3(B) per Mayor Bukiewicz's recommendation. She acknowledged Alderman Guzikowski's previous objection to changing the wording.

Commissioner Hanna answered that she recommends they keep it with the latest revision in order to be more specific about what type of service is provided.

Commissioner Sullivan responded that he is in favor of the latest revision.

Commissioner Carrillo responded that she is in favor of the latest revision.
Alderman Loreck responded that he is in favor the change.

Commissioner Oldani added that he is thinking with the non-commercial trucks, they might as well keep the vans in there as well as it is a vehicle that can be customized as well. Aside that he is fine with the revision.

Mayor Bukiewicz responded that they would have to add vans in there as well.

Commissioner Siefert responded that he is in favor of the changes.

Commissioner Chandler responded that she agrees with the changes.

Mayor Bukiewicz added that he is also in favor, and a majority favored the revisions on the Code language as well.

Commissioner Chandler asked if they will be adding vans into the wording, or if they will be taking it out.

Mayor Bukiewicz asked Planner Papelbon if they would be able to keep the word "van" in.

Planner Papelbon responded that it is up to the Commission how they would like to modify the language.

Mayor Bukiewicz added that he would like to keep the word van in as it is still part of Code.

Alderman Loreck moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Conditional Use Permit for automotive sales and service within a portion of the existing commercial building on the property at 8041 S. 13th St. after a public hearing. Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Siefert seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 6:48 p.m.

ATTEST:

Douglas Seymour, Plan Commission Secretary

6-15-20

Date

APR 23 2020

RECEIVED

Conditional Use Permit Application – Attachment

8041 S 13th Street Unit A

Parcel Id No. 8119007000

Current Zoning: G2-Comercial

Land Owners: Douglas C and Greg W Mayr

Prior Use: Auto Sales and Service

Apex Motorwerks Service Sales and Motorsport Modifications

Description of Proposal:

Apex Motorwerks Service Sales and Motorsport Modifications, will provide automobile sales and service at the property. The property used to serve a similar function. All sales will be performed under a Retail Dealer License obtained from the State of Wisconsin by salespeople holding valid Salesperson licenses.

Apex Motorwerks specializes in European imports and will offer for sale late model used high-end vehicles from European manufacturers like BMW, Porsche, Mercedes Benz, Audi, etc. It will also offer exotic and custom classic vehicles upon the request of clients.

Apex Motorwerks plans to have eight (8) to ten (10) high-end, hand-picked automobiles for sale on the premises. Other vehicles will be acquired through auction or other sales venues once requested by a customer. All on-site and requested vehicles will be thoroughly inspected to the highest standards before being sold.

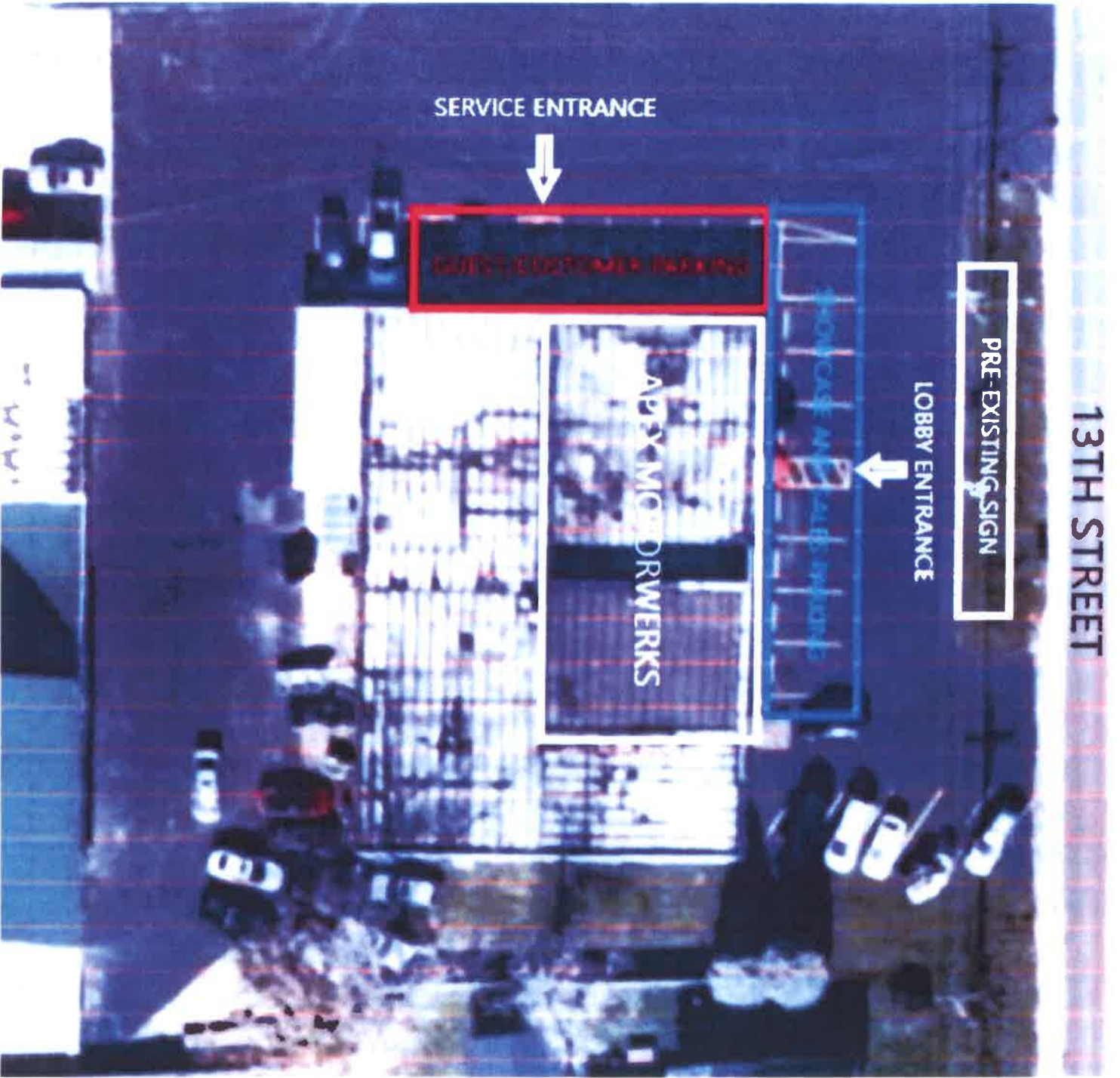
There will be NO gimmicky signs banners or stickers on or around the vehicles showcased. We take pride in our image and the site and vehicles will always stay in clean and immaculate shape.

The initial plan is to remain open to sales from Monday through Friday 10am to 6pm, and on Saturdays from 9am to 2pm. Apex Motorwerks will be open by appointment only between 6pm and 9pm, Monday through Friday, and from 2pm to, if necessary, 9pm on Saturdays.

The Apex Motorwerks staff will be comprised of a Manager/Service Writer, Sales and Finance expert, Head technician and shop helper. There will also be part time employees that will oversee our concierge department (shuttle and airport services etc.)

Apex Motorwerks will offer service and repair on site, but our focus is DOT legal, high-end modifications and parts for aesthetics and performance. It will also provide shop services for custom classic vehicles and show-cars. Apex Motorwerks partners with many aftermarket manufacturing companies so it can staff certified seller/installers and will offer warranties for parts.

Apex Motorwerks would like to fill the void for these types of service in the Oak Creek area.



13TH STREET

PRE-EXISTING SIGN

LOBBY ENTRANCE

SERVICE ENTRANCE

GOVT. CUSTOMER PARKING

APEX MICRODRWERKS

CITY OF OAK CREEK

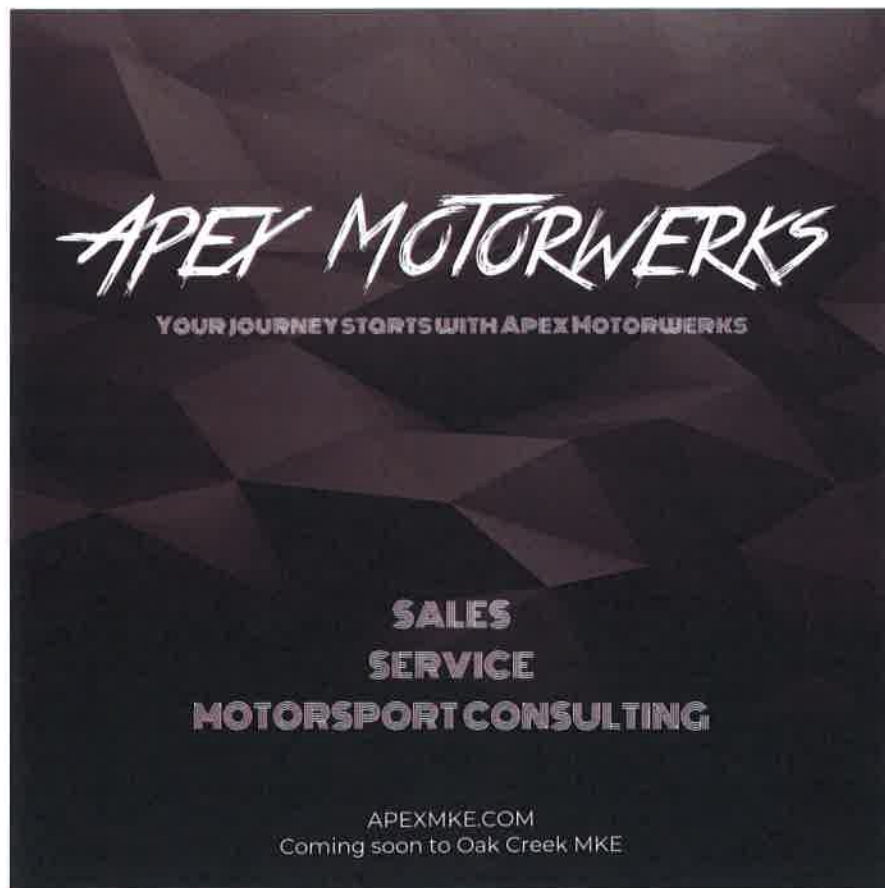
APR 23 2023

RECEIVED

APEX MOTORWERKS

8041 S. 13th Street, Unit A, Oak Creek WI 53154

262-902-6860 - ApexMke.com



Brands we carry

BBS Wheels

FABSPEED

DINAN

KW Suspension

MOBIL ONE

MICHELIN

ÖHLINS

PorscheDesign

BMW Performance

Burger Motorsport

and more....



We are proud to announce our plans to bring Apex Motorwerks to Oak Creek Wi. Apex Motorwerks and Speed Shop is a premier destination for quality high end parts, sales and motorsport consultation for all luxury automotive brands. We have over 15 years of experience in modifying BMW PORSCHE and MERCEDES show cars and have even been to the world renowned SEMA car show in Las Vegas, Nevada twice!

We believe that Oak Creek is the prime location to fill this void in the market for southern Wisconsin. With more than 85% of our perspective customer base traveling to the Chicagoland region for these automotive products and needs, we feel that the business and relationships should be made in Wisconsin, the state we are so proud to call home. Over the years we have made some amazing relationships nationwide with shops and brands. Our goal is to sell the best available high performance and aesthetic car parts at the lowest possible retail prices in the midwest. We also want to be able to have the exact dream cars for our clientele so they don't have to look anywhere else. Apex Motorwerks has a team of seasoned buyers or "car hunters" as we like to call them, to find the rarest collectible cars worldwide. We also will have shop cars which are our rolling advertisement that show off our work, inside the showroom!

Plans and Future Outlook

For the near future once opened and established we plan on doing many community events and car shows on location as fundraisers to help causes such as Toys For Tots and the Wounded Warrior Project and so on. We love the ideology of paying it forward and we also love to help out the communities surrounding us in any way possible.

This by no means will be the regular run of the mill car shop. We will be a one stop shop for the best available automotive accessories and provide RARE luxury cars and high end vehicles! We also have very strict standards on how clean and uniform the area will be. The way the shop looks represents how we do business. We do not cut corners in anything that we do.

The exterior of the building will be kept immaculate and any small repairs if needed will be finished before opening. The inside office and showroom area will be refinished in a modern design and will have a complimentary coffee lounge, store with specialty automotive products in stock, and offices for our employees.

We hope that in the future our sales increase to the point that we will need to expand into a bigger facility, buying or building in Oak Creek! The forward thinking of this town is something we love, in our opinion it has become the best area in Milwaukee!

Thank you for taking the time to read this short description of what we plan on bringing to this town. We hope to be an amazing part of the Oak Creek community in many ways.

Apex Motorwerks

Quality name brands are everything to us. We want to represent the best of each product we offer! Our Store is going to be our main focal point with many products and options to fit the needs of our clientele. We Proudly offer items and brands such as:

- WEATHER-TECH Floor Systems (Certified seller).
- Meguiars Car Care: Air Fresheners, cleaning and conditioning products, waxes, polishing products.
- BBS & HRE Wheels: Wide range of custom wheels for many applications.
- 7Motorsport: Car related clothing and accessories.
- BMW M Performance Branded Products such as: Wheels, exhaust systems (dot legal only), shift knobs, carbon fiber body panels, high performance braking systems, roof rack systems, jackets, shirts, hats, and many other accessories .
- Dinan/APR parts such as: Air Intakes, exhaust, suspension components, aesthetics (all 50 state DOT legal).
- Mobile One: High-line products and rare weight oils (not available in local stores).
- Porsche Design: Products, key chains, clothing and accessories .
- FABSPEED Motorsport: Exhaust systems, engine components, software, air intake systems (high end Lamborghini Ferrari and Porsche parts).
- KW & ÖHLINS: Custom suspensions for custom and racing applications .
- Burger Motorsport- Various Car accessories. AND MANY MORE!

Apex Motorwerks Motorsport Consulting

Motorsport Consulting is a first for the midwest. People often ask, What is it? Is it right for me? Whats involved in it? Whats the cost?

The best thing about the program is, its absolutely FREE!!

The Motorsport Consultation Department will be run by a highly trained professional that knows how to budget spending properly and also knows everything about the car accessories and products we offer! We call them our APEX Genies. It's very simple, have you ever thought about what car accessory, or even, what Car is right for you? We have formulated a series of questions about yourself, your budget, and your lifestyle to find the absolute best car, car parts, and training on how to use them to the fullest potential.

We believe that this is the most important part of our business. We want to help our customers as much as we can. Our goal is that every single customer or visitor walks out happy, impressed, and educated on their purchases. Every customer will be trained on how to operate our sold products and are welcomed back anytime for questions, concerns, warrantied replacements or repairs, or even just to say hi and enjoy our coffee lounge!

We take pride in helping our clients. We want everyone that comes in to feel like a part of the family! The Apex Family!

Good afternoon.

Staff have reviewed the application for a Conditional Use Permit for auto sales and service at 8401 S. 13th Street and have the following comments/questions:

Narrative does not include the anticipated total number of employees, full-time and part-time.

2 full time employees

1 part time employee

1 part time remote employee

We anticipate 4 to start. There will always be at least 2 employees on premises Monday through Friday. Saturday by appointment only.

Narrative does not include the anticipated number of customers for sales or service.

We are anticipating from 5 to 7 customers a week for Parts sales and service. We are anticipating 2 to 3 car sales a month, as we are offering a concierge buyer service for our clientele.

What is the maximum number of vehicles for sale anticipated onsite?

We anticipate about 6 to 8 cars on site. Few inside the facility you show case. Will most likely be less since most of our car sales will be direct client purchases. We find specialty cars for our clients. If something special pops up we usually try to buy them since we know that what most of our clients are interested in.

Will the service hours be the same as the sales hours?

Service and Sale hours will be the same Monday to Friday.

Saturday service are by appointment only.

Narrative does not explain the types and extent of services offered. All repairs and service must be conducted entirely within the building. What is included in the proposed vehicle customizations/modifications?

All services will be conducted inside the building in our garage area.

The service will include Custom Wheels and Tires. Aesthetic interior and exterior modifications. Custom engine management tunes. Custom vehicle vinyl wraps. Custom suspension and brake service. ETC.

Automotive sales and service is defined as “[a]ny building, land area, or other premises for the display and sale of new or used automobiles, pickup trucks or vans, lawn and garden implements, trailers, boats, or other recreational vehicles and including any warranty repair work and other repair service conducted as an accessory use.” It does not include engine repair, body and frame repair, painting, or undercoating. These uses are not allowed in the B-4, Highway Business zoning district, and are only allowed in the M-1, Manufacturing zoning district.

We do not deal with anybody work, frame, painting, or heavy engine building. We are familiar with the zoning and our business plan does not include any of that for the location. The services will be done with parts we sell or will have in stock.

Site Plan does not show where vehicles for sale will be displayed or stored.

Narrative does not describe how vehicles stored outdoors will be secured.

The vehicles outdoors will be the sale cars. Parked and locked in front of the building. We are having the newest technology from ADT to monitor our cars and lot with cameras and motion sensors covering our premises from front to back, the vehicles will be secured. The Keys will be in a safe. We do not intend to store any other vehicle outdoors. The extremely high end or rare vehicles will be stored offsite and brought to the shop by appointment only.

No other outdoor storage mentioned in the narrative, and no outdoor storage of any kind besides vehicles for sale and vehicles actively being repaired will be allowed.

We do not intend to store any vehicle that is not used for our business. Our services offered will all be day jobs, if for any reason we have a car that stays overnight it stays inside as our schedule will be tailored to serve our customers one at a time.

No information provided as to length of time anticipated for vehicles actively being repaired to be onsite or their location before/after repairs.

Repairs can be from 30 minutes to 5 hours. We will be doing service by appointment only. This way it does not take up lot space or overwhelm our staff. Local clients will have the option for pick-up/drop-off service so we can get any car out by the end of day.

No floor plan has been submitted, and no details on the number of internal service bays. Floor area is missing from narrative.

Floor plans for showroom and shop area will be attached to this email.

Required Parking

3 stalls/internal service bay + 2 customer stalls/salesperson + 1/peak shift employee.

Not enough information has been provided to determine adequate parking.

Attached is a site plan that explains the parking stalls. Our parking spaces will be clearly marked for employees, visitor/customers, handicap and display or sale cars.

We have 14 spots.

6 for sale cars

2 for employee parking

1 handicap

2 visitor spots

3 service spots

Angled stalls on south do not meet setbacks and are within the public ROW.

Will there be any additional outdoor lighting?

The angled stalls will not be used by us.

Our spots will be marked.

No plans for additional outdoor lighting as of now. The existing lighting is sufficient for our use. If a customer needs to inspect for view something at later hours the viewing will be in our well-lit shop area.

APEX SITE MAP PARKING STALLS

WHITE AREA- SALE CARS
BLUE AREA- HANDI-CAP PARKING
RED AREA- VISITOR PARKING
PURPLE AREA- SERVICE PARKING
YELLOW AREA- EMPLOYEE PARKING
GREEN AREA- INSPECTION SLOT



BEST ROOM

PARTS/SERVICE DESK

PART DISPLAY

STORAGE ROOM

PART DISPLAY

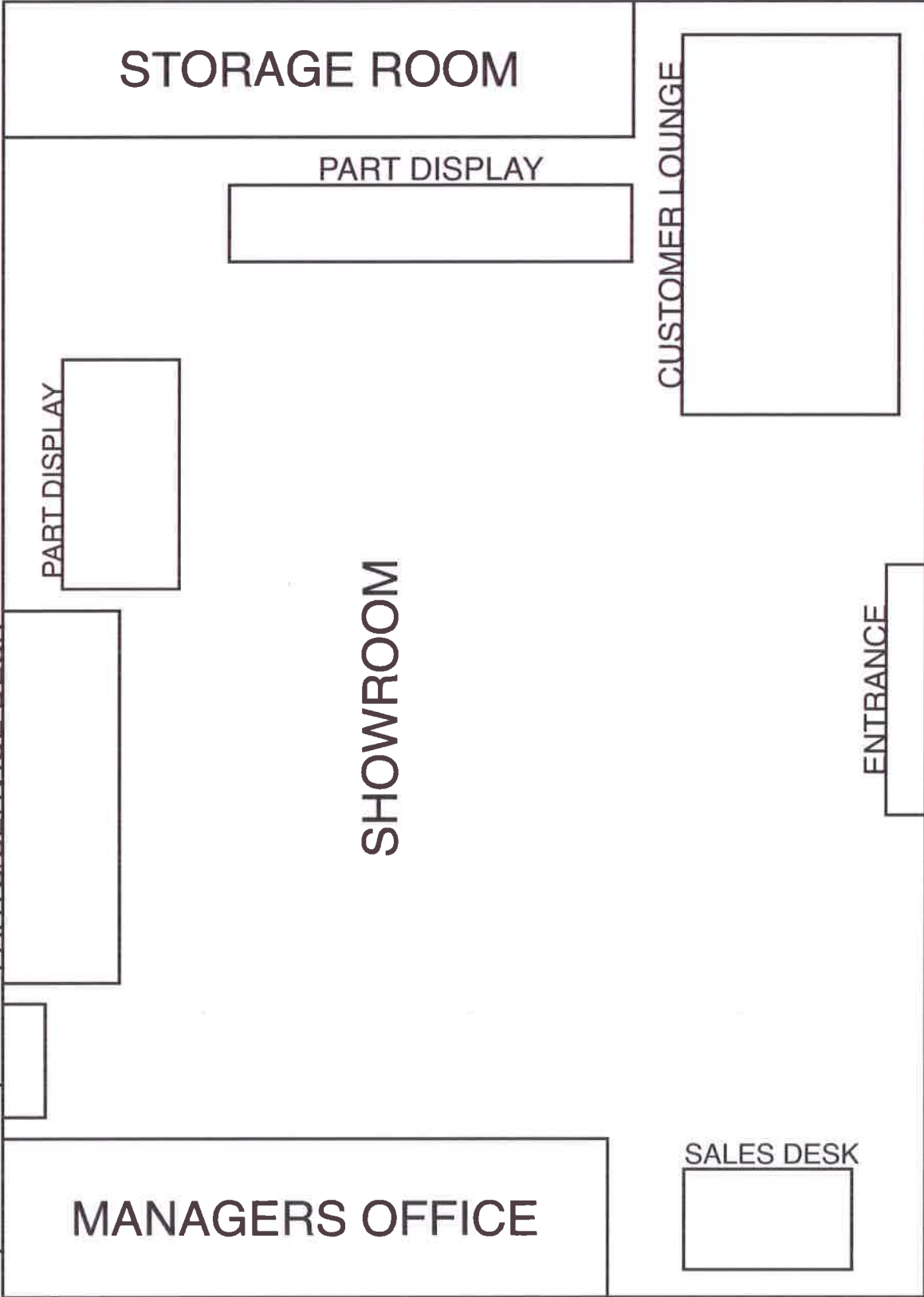
SHOWROOM

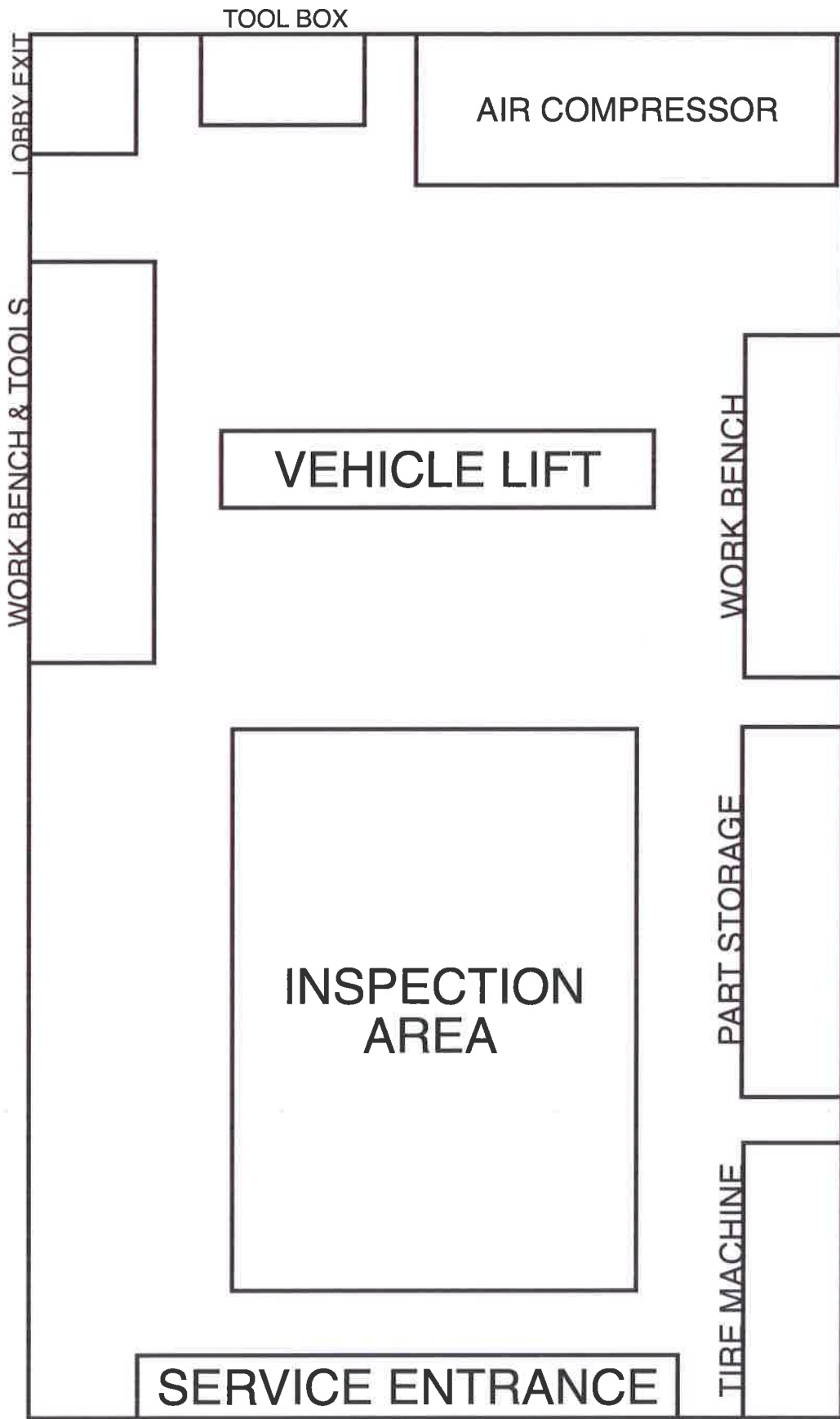
CUSTOMER LOUNGE

ENTRANCE

MANAGERS OFFICE

SALES DESK





**City of Oak Creek – Conditional Use Permit (CUP)
Conditions and Restrictions**

Applicant: Apex Motorwerks
Property Address: 8041 S. 13th St.
Tax Key Number(s): 811-9007-000
Conditional Use: Automotive sales and service

Approved by Plan Commission: 6-9-20
Approved by Common Council: TBD
(Ord. TBD)

1. LEGAL DESCRIPTION

CSM NO. 3119 PARCEL 2 EXC THE E 7 FT FOR STREET NE 1/4 SEC. 18-5-22 CONT. 1.037 ACS.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect.

B. A precise detailed site plan for the area affected by the Conditional Use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) **General Development Plan**

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number of employees
 - iii) Number of all parking spaces
 - iv) Dimensions
 - v) Setbacks
- h) Location(s) of loading berth(s)
- i) Location of sanitary sewer (existing & proposed)
- j) Location of water (existing & proposed)
- k) Location of storm sewer (existing & proposed)
- l) Location(s) of outdoor display area(s), if permitted
- m) Location(s) of wetlands (field verified)
- n) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

2) **Landscape Plan**

- a) Screening plan, including parking lot / truck parking screening/berming
- b) Number, initial & mature sizes, and types of plantings
- c) Percentage open/green space

3) **Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans (w/dimensions)
- c) Materials of construction (including colors)

4) **Lighting Plan**

- a) Types & color of fixtures
- b) Mounting heights
- c) Types & color of poles
- d) Photometrics of proposed fixtures

5) **Grading, Drainage and Stormwater Management Plan**

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins (if required)

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction
- d) Materials to be stored (interior & exterior)

C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building or occupancy permit. This may include retrofitting the area impacted by the Conditional Use to better reflect current architectural requirements.

D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of

any building permits.

- E. A landscaping plan must be submitted for review and approval by the Plan Commission prior to the issuance of a building or occupancy permit. Landscaping, in accordance with the approved plan must be in place prior to the issuance of an occupancy permit.
- F. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- G. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. One (1) automotive sales & service facility for Apex Motorwerks in accordance with these Conditions and Restrictions is allowed on the property. Other uses allowed on this property shall be limited to those allowed by the B-4, Highway Business zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended).
- B. Automotive sales and service includes the display and sale of new or used automobiles, motorcycles, non-commercial pickup trucks or vans, and including any warranty repair work and other repair service conducted as an accessory use. The following are prohibited:
 - 1. Automotive Body Repair - Activities involving the repair, painting or undercoating of the body or frame of vehicles with a gross vehicle weight of 10,000 pounds or less.
 - 2. Automotive Mechanical Repair - Activities involving the maintenance, servicing or repair of automotive engines, power train, suspension and exhaust system on vehicles with a gross vehicle weight of 10,000 pounds or less.
- C. Hours of operation shall be in accordance with the following:

	Monday – Friday	Saturday	Sunday
Office, Sales, & Showroom	9:00 AM – 8:00 PM	9:00 AM – 7:00 PM	None
Service & Parts	9:00 AM – 8:00 PM	9:00 AM – 7:00 PM	None

- D. There shall be no outdoor storage of equipment, junk/unlicensed/non-inventory vehicles, non-operational (except those actively being serviced) vehicles, parts, supplies, or any other materials. Outdoor storage shall be limited to the following:
 - 1. Areas for the display of inventory vehicles for sale in designated and striped stalls as approved by the Plan Commission.
 - 2. The temporary parking of vehicles actively being serviced.
 - i. These vehicles shall be located in designated & striped stalls as approved by the Plan Commission.
 - ii. Storage of non-inventory vehicles for sale (e.g., those vehicles actively being serviced) shall not exceed fifteen (15) days.

- E. There shall be no storage of flammable or hazardous materials except those minimum quantities necessary for the operation of the permitted principal use. All materials shall be stored inside the building or in an area approved by the Plan Commission and Fire Department.
- F. No pole signs, pennant flags, light pole flags, permanent banners, or flashing/blinking signs shall be permitted as part of this development. All proposed signs shall be reviewed and approved by the Plan Commission prior to issuance of permits. This may include retrofitting the area impacted by the Conditional Use to address current signage requirements.
- G. All parking areas shall be striped and landscaped in accordance with approved site plans and applicable Codes. This may include retrofitting the area impacted by the Conditional Use to address current landscaping requirements.
- H. Any change to the occupancy of the site or building shall conform to all Building, Fire, and Municipal Code requirements (as amended).
- I. Solid waste collection and recycling shall be the responsibility of the owner.
- J. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

- A. Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), and these Conditions and Restrictions (see Section 3 above).
- B. Access to S. 13th St. (CTH V) in accordance with executed agreements and access management plans is subject to the review and approval of Milwaukee County. Any approvals modifying the existing access shall be provided to the City prior to the issuance of any building permits.

5. LIGHTING

All plans for new or replacement outdoor lighting shall be reviewed and approved by the Plan Commission and Electrical Inspector in accordance with Section 17.0808 of the Municipal Code (as amended).

6. BUILDING AND PARKING SETBACKS*

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure(s)	25 ft	25 ft	15 ft
Accessory Structure(s)*	25 ft	See Section 17.0315(f)(4)	See Section 17.0315(f)(4)
Off-street Parking**	10 ft	5 ft	5 ft

*No accessory structures shall be permitted in the front yard nor shall any structures be permitted in required buffer yards.

**This property borders a single-family residential district line. Buffer yards in accordance with Section 17.0205(d) as amended are required.

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions within twelve (12) months from the date of adoption of the ordinance authorizing this Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if building or occupancy permits have not been issued for this use.

8. DURATION AND ASSIGNMENT OF CONDITIONAL USE PERMIT

This Conditional Use Permit is limited in duration to five (5) years from the date of issuance of the Conditional Use Permit or the term of the lease with Apex Motorwerks, whichever is less. Apex Motorwerks, with the consent of the property owner, may apply for an extension of this Conditional Use Permit. The process for extension of the Conditional Use Permit shall follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended). At such time Apex Motorwerks ceases operations at the property, this Conditional Use Permit shall expire.

9. OTHER REGULATIONS

Compliance with all other applicable City, State, DNR and Federal regulations, laws, Code, ordinances, and orders, as amended, not heretofore stated or referenced, is mandatory.

10. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use Permit is convicted of two or more violations of these Conditions and Restrictions or any other municipal ordinances within any 12-month period, the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of Paragraph 11 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other City ordinances.

11. REVOCAION

Should an applicant, their heirs, successors or assigns, fail to comply with the Conditions and Restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

12. ACKNOWLEDGEMENT

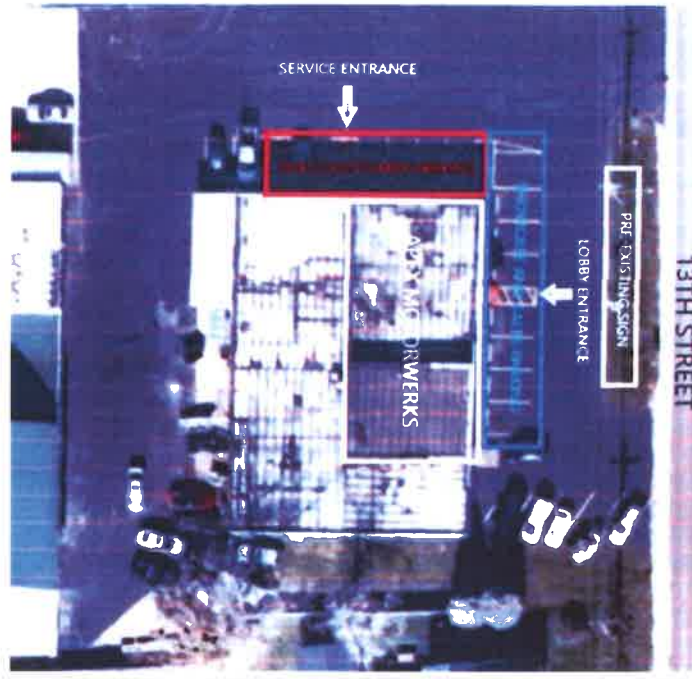
The approval and execution of these Conditions and Restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these Conditions and Restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns subject to Paragraph 8 above.

Owner / Authorized Representative Signature

Date

(please print name)

EXHIBIT A: SITE PLAN & PARKING / VEHICLE DISPLAY AREAS



WHITE AREA- SALE CARS
BLUE AREA- HANDI-CAP PARKING
RED AREA- VISITOR PARKING
PURPLE AREA- SERVICE PARKING
YELLOW AREA- EMPLOYEE PARKING
GREEN AREA- INSPECTION SLOT



TO BE PUBLISHED JUNE 10 & 17, 2020

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

IMPORTANT NOTICE

This meeting will be held both in person and by video conference. Persons wishing to participate in the video conference, including applicants and their representatives, must register via <http://ocwi.org/register> prior to the meeting. The video conference will begin at 6:55 PM to allow participants to log in.

Persons who wish to view the meeting live without participating may visit the City of Oak Creek YouTube page at <http://ocwi.org/livestream>.

Persons requiring other reasonable accommodations may contact the City at 414-766-7000. Requests should be made as far in advance as possible, preferably a minimum of 48 hours.

PURPOSE: The purpose of this public hearing is to consider a request by David Kane, North Shore Bank, to rezone the property at 200 W. Drexel Ave. from M-1, Manufacturing to B-2, Community Business (NO CHANGE to the C-1, Shoreland Wetland Conservancy District), and incorporating revisions to the Special Flood Hazard Area as approved by FEMA.

Hearing Date: July 7, 2020
Time: 7:00 PM
Place: Oak Creek City Hall
Common Council Chambers
8040 S. 6th St.
Oak Creek, WI 53154 AND via online video conference (see box above)

Applicant: David Kane, North Shore Bank
Property Owner(s): DREXEL 200 LLC A WI LLC
Property Location(s): 200 W. Drexel Ave.
Tax Key(s): 782-9040-000

Legal Description:

CSM NO. 5698 PARCEL 1 SE 1/4 8-5-22 CONT. 1.53 ACS.

The Common Council has scheduled other public hearings for July 7, 2020 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: June 3, 2020
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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

COMMON COUNCIL REPORT

Item: Rezone - 200 W. Drexel Ave.

Recommendation: That the Council adopts Ordinance 2978, an ordinance to approve a rezone of the property at 200 W. Drexel Ave. from M-1, Manufacturing to B-2, Community Business (NO CHANGE to the C-1, Shoreland Wetland Conservancy District), and incorporating revisions to the Special Flood Hazard Area as approved by FEMA.

Fiscal Impact: Approval will allow for the redevelopment of a manufacturing site and vacant building with a proposed North Shore Bank facility. The project will yield positive fiscal impacts in terms of assessed value, review fees, and permit and impact fees. This property is not part of a TID.

Critical Success Factor(s):

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

Background: The Applicant, with support of the property owner, is requesting that the property at 200 W. Drexel Ave. be rezoned from M-1, Manufacturing to B-2, Community Business. Part of the rezone request includes a determination from FEMA that part of the property included in the Special Flood Hazard Area per the existing Flood Insurance Rate Map (Panel 55079C0168E, effective 09/26/08) has been removed. No change is proposed to the C-1, Shoreland Wetland Conservancy District at this time.

Per the submitted application, the request to rezone the property is in anticipation of developing the property with a North Shore Bank branch. Existing parcels in the immediate area are zoned for floodway, park, institutional (drainage and the Water and Sewer Utility), commercial, mixed use (DTS), and manufacturing uses. The B-2, Community Business district is “intended to provide for the orderly and attractive grouping at appropriate locations of businesses offering a wider range of retail products and services than are provided in B-1 Local Business Districts. The character, appearance, and operation of any business in the district should be compatible with any surrounding areas.” Surrounding parcels include similar service uses along a major arterial street (Drexel Ave.), and in the vicinity of a state highway (Howell Ave.). Future development will require additional reviews and approvals by the Plan Commission, ensuring that the lot and building are consistent with existing local architectural and site designs. Therefore, the request appears to be consistent with the B-2 purpose statement, and staff supports the proposal.

The Plan Commission recommended Common Council approval at their meeting on May 26, 2020. Should the Council agree that rezoning the parcel at 200 W. Drexel Ave. to B-2, Community Business (NO CHANGE to the C-1, Shoreland Wetland Conservancy District), and incorporating revisions to the Special

Flood Hazard Area as approved by FEMA is appropriate, a motion recommending approval is provided above.

Options/Alternatives: Council has the discretion to approve or not approve the proposed rezone request. Disapproval of the rezone would potentially result in incompatible district standard applications for a property identified for commercial redevelopment purposes in the Comprehensive Plan.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



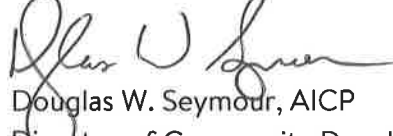
Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ord. 2978

Location Map

Hearing Notice

Topographic Map (1 page)

Conceptual Site Plan (1 page)

Plan Commission meeting minutes

ORDINANCE NO. 2978

By: _____

AN ORDINANCE TO REZONE THE PROPERTY AT 200 W. DREXEL AVE. FROM M-1, MANUFACTURING TO B-2, COMMUNITY BUSINESS (NO CHANGE TO THE C-1, SHORELAND WETLAND CONSERVANCY DISTRICT), AND INCORPORATING REVISIONS TO THE SPECIAL FLOOD HAZARD AREA AS APPROVED BY FEMA

(1st Aldermanic District)

WHEREAS, DAVID KANE, NORTH SHORE BANK, with landowner support, has proposed a rezoning of the property at 200 W. Drexel Ave. from M-1, Manufacturing to B-2, Community Business (NO CHANGE to the C-1, Shoreland Wetland Conservancy District), and incorporating revisions to the Special Flood Hazard Area as approved by FEMA.

WHEREAS, the property is more precisely described as follows:

CSM NO. 5698 PARCEL 1 SE 1/4 8-5-22 CONT. 1.53 ACS.

WHEREAS, the Plan Commission reviewed the application and recommended that the rezoning request be approved; and

WHEREAS, the Common Council held a public hearing on said application on July 7, 2020, at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing and upon favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved for the lands hereinabove described.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands at 200 W. Drexel Ave. from M-1, Manufacturing to B-2, Community Business (NO CHANGE to the C-1, Shoreland Wetland Conservancy District), and incorporating revisions to the Special Flood Hazard Area as approved by FEMA, and the Zoning Map of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.

SECTION 2: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 3: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 4: The rezoning shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.

Passed and adopted this 7th day of July, 2020.

President, Common Council

Approved this 7th day of July, 2020.

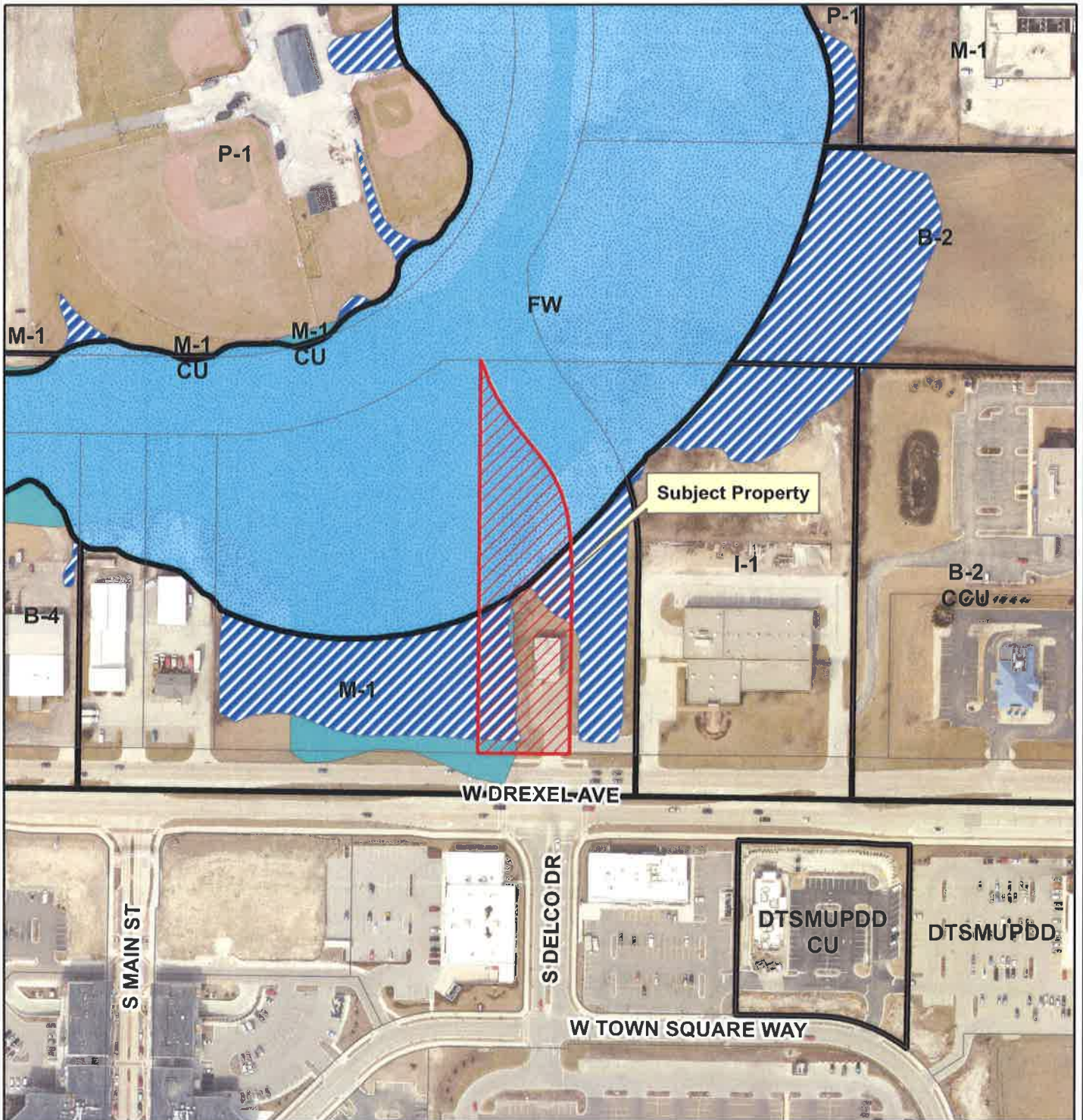
Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

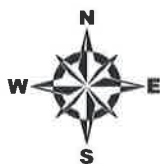
Location Map 200 W. Drexel Ave.



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



Department of Community Development



Legend

- | | | | |
|--|--------------------|------------------------|----------------------------|
| | 200 W. Drexel Ave. | Zoning Overlays | |
| | Flood Fringe 2008 | | C-1, Shoreland Wetland |
| | Floodway 2008 | | FF, Flood Fringe |
| | | | Lakefront Overlay |
| | | | NO, Mixed Use Neighborhood |
| | | | OO, Mixed Use Office |
| | | | RR, Regional Retail |

TO BE PUBLISHED JUNE 10 & 17, 2020

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NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

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Time: 7:00 PM
Place: Oak Creek City Hall
Common Council Chambers
8040 S. 6th St.
Oak Creek, WI 53154 AND via online video conference (see box above)

Applicant: David Kane, North Shore Bank
Property Owner(s): DREXEL 200 LLC A WI LLC
Property Location(s): 200 W. Drexel Ave.
Tax Key(s): 782-9040-000

Legal Description:

CSM NO. 5698 PARCEL 1 SE 1/4 8-5-22 CONT. 1.53 ACS.

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Date of Notice: June 3, 2020
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

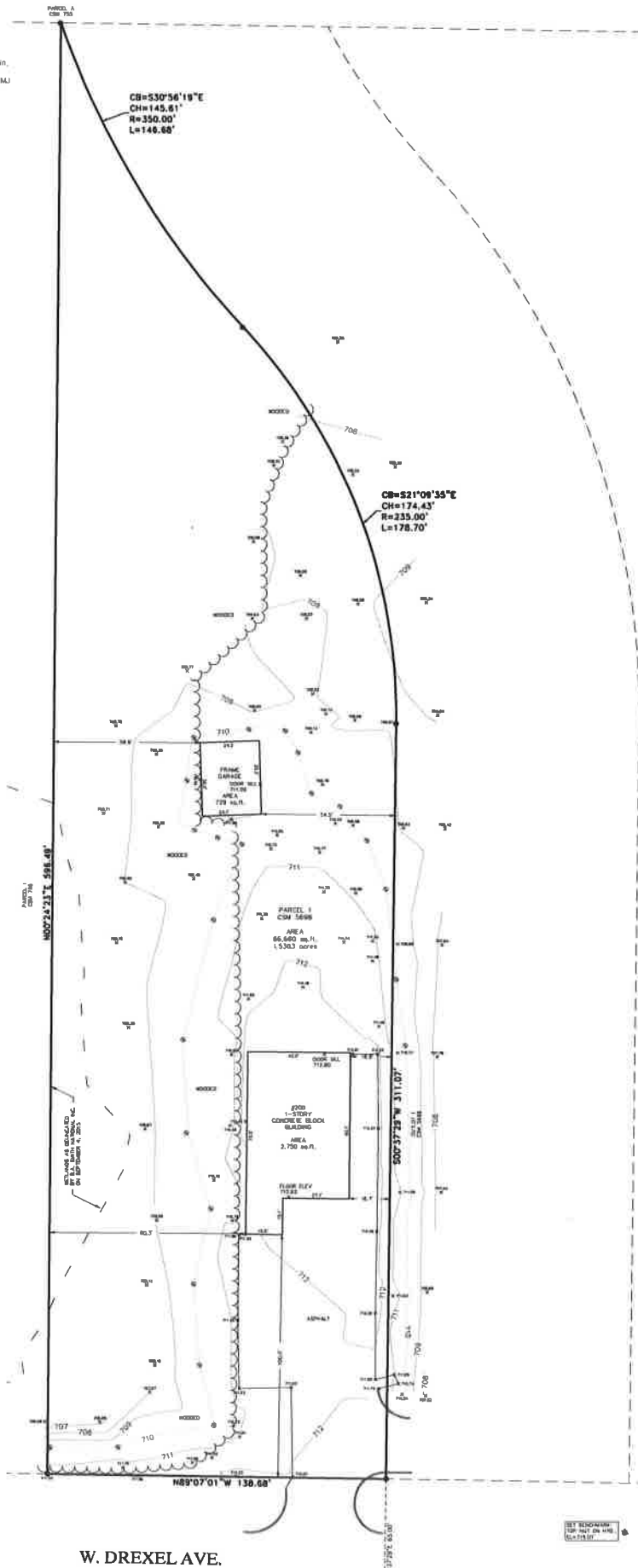
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TOPOGRAPHIC MAP

Known as 200 West Drexel Avenue, in the City of Oak Creek, Milwaukee County, Wisconsin.
 Parcel 1 of Certified Survey Map No. 5698, being part of the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.
 March 31, 2016 Jon Clapper Survey No. 108755-BMJ

NOTES:
 Elevations are based on NGVD 1929 Datum
 @ - Indicates set backs along 710 foot contour



R.A. Smith National, Inc.

*Beyond Surveying
 and Engineering*

1441 W. Raymond Road, Brookfield, WI 53005-4000
 P.O. Box 100, Fox Lake, WI 53009
 Madison, WI 53703
 © 2016 R.A. Smith National, Inc. All rights reserved.

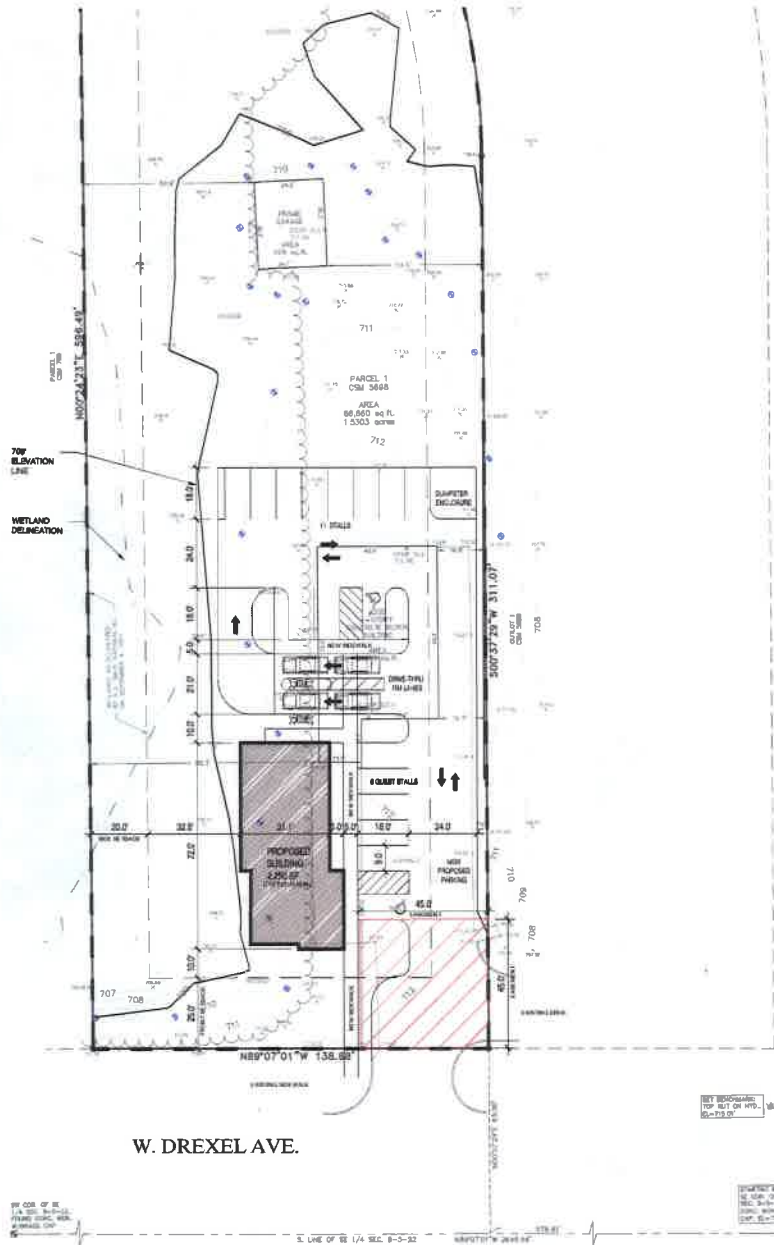
BY CON. OF SE
 1/4 SEC. 8-2-22
 RANGE 22E, TOWNSHIP 5N
 RANGE 22E

W. DREXEL AVE.

SEE BENCHMARK
 TOP 747.00 HWS
 6/27/10

STARTING BENCHMARK
 14 700.00 HWS
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 1/1/11
 1/1/11
 1/1/11
 1/1/11

1/4 SEC. 8-2-22 1/4 SEC. 8-2-22 1/4 SEC. 8-2-22



OVERALL EXISTING SITE PLAN

SITE STATISTICS	
zoning	PROPOSED B 1 (BUSINESS 1) MANUFACTURED
lot size	1.50 ACRES
grossly developed	0.00 AC (PROPOSED)
paving	0.00
total impervious surface	0.00
total open space	1.50 (PERMANENT) (PERCENT OF PVA)
parking spaces	PROPOSED: 60 (MINIMUM) - 60 (MAXIMUM) (BASED ON 1.0 SP/1000 SF) (TOTAL REQUIRED: 12 (TOTAL PER 200 SF) - 12 (TOTAL PER EMPLOYEE) - 0 (TOTAL)
# of employees	12 (BASED ON 1.0 SP/1000 SF) (PERCENTAGE OF PVA)

R.A. Smith National, Inc.

Beyond Surveying and Engineering

1344 N. Shoreline Blvd., Suite 100, Portland, OR 97201
 801 W. Lake Ave., Suite 200, City of Bend, Oregon
 1000 N. 1st St., Suite 200, Medford, OR
 4300 N.W. 11th St., Suite 200, Miami, FL 33150

W. DREXEL AVE.

SHEET 1 OF

CONCEPTUAL SITE PLAN

1" = 20'-0"



MSI GENERAL CORPORATION
 P.O. BOX 7
 OCONOMOWOC, WI 53066
 PHONE: 262-307-3661

WWW.MSIGENERAL.COM
 SINGLE SOURCE RESPONSIBILITY™

ISSUE DATES	
Proposal	
Bid	
Contract	
State Submittal / Permit	
As-Built	

REVISIONS	
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PROJECT ADDRESS:

NORTH SHORE BANK - OAK CREEK
 200 W. DREXEL AVE.
 OAK CREEK, WI

ALL NOTES TO BE COMPLETED BY ARCHITECT AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MNC UNIVERSAL SPECIFICATIONS.

XXX XXX XXX
 SITE PLAN
 C-101
 P12751

MANAGERS

ENGINEERS

CONTRACTORS

ARCHITECTS

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, May 26, 2020**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Sullivan, Commissioner Carrillo, Alderman Loreck, Mayor Bukiewicz, Commissioner Oldani, Commissioner Siefert, and Commissioner Chandler. Alderman Guzikowski was excused. Also present: Kari Papelbon, Planner; Doug Seymour, Director of Community Development; Assistant Fire Chief Mike Havey. IT Manager, Kevin Koenig, facilitated the video conference.

**REZONE
DAVID KANE, NORTH SHORE BANK
200 W. DREXEL AVENUE
TAX KEY NO. 782-9040-000**

Planner Papelbon provided an overview of the request to allow the rezone of this property from M-1, Manufacturing to B-2, Community Business (see staff report for details).

Alderman Loreck asked if this will be a North Shore Bank branch.

Eric Neumann, MSI General, PO Box 7, Oconomowoc, WI, representing the proposal, responded "that is the intention of the plans and schematics we are submitting."

Commissioner Sullivan stated that the applicant should continue to work with Engineering in regards to the floodplain and other stormwater management practices that will be required.

Mr. Neumann responded "we have met with them and we understand the challenges."

Alderman Loreck moved that the Plan Commission recommends to the Common Council that the property at 200 W. Drexel be rezoned from M1, Manufacturing to B-2, Community Business, (NO CHANGE to C1, Shortland Wetland Conservancy District), and incorporating revisions to this Special Flood Hazard Area as approved by FEMA after a public hearing. Commissioner Siefert seconded. On roll call: all voted aye. Alderman Guzikowski was absent. Motion carried.

Commissioner Carrillo moved to adjourn. Commissioner Siefert seconded. On roll call: all voted aye. The meeting was adjourned at 7:56 p.m.

ATTEST:



Douglas Seymour, Plan Commission Secretary

6-9-20

Date



COMMON COUNCIL REPORT

Informational: Treasurer Report on Investment and Banking for the City of Oak Creek accounts, month ending May 31, 2020.

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

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

Background: The Treasurer Report on Investment and Banking displays the City's month end balances, to provide the Common Council and the public with the current condition of the City's treasury. Please note that some funds are allocated for specific purposes such as debt service, Tax Incremental Districts, capital improvement projects and distribution of tax collection to other taxing districts and is not available for general purpose spending. This monthly report is prepared, along with a more comprehensive report for Finance Committee, to assist with investment decisions and financial strategies. Below is a brief summary:

Beginning Balance	Ending Balance	Interest Earned	Increase/(Decrease)
\$41,811,525.73	\$43,612,720.31	\$47,775.43	\$1,801,194.58

Activity: Tax Collection \$3,660,833; Debt Service Payments (\$160,000). I am unable to attend the meeting so if you have any questions please contact me.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Treasurer Report on Investment and Banking

**City of Oak Creek
Treasurer Report on Investment and Banking**

Name of Account	Beginning Balance	Additions	Subtractions	Account Ending Balance	Actual Interest Earned	Interest Rate	Percentage of Total Invested
Tri City National Bank	4,747,445.34	8,636,568.33	(6,422,590.89)	6,961,422.78	(295.76)	0.050%	15.96%
General Fund	4,102,587.39	4,597,548.90	(3,088,182.54)	5,611,953.75			
Title 125	27,900.33	24,627.70	(32,147.60)	20,380.43			
Police Credit Card	74,388.75	9,270.70	(371.99)	83,287.46			
Parks & Rec Counter Credit Card	3,881.51	3,504.00	(513.56)	6,871.95			
Tax Payment Account #2	142,723.38	3,663,982.71	(3,078,150.00)	728,556.09			
Parks & Rec Online Credit Card	8,625.74	3,704.00	(3,083.83)	9,245.91			
Health Insurance	37,111.22	216,243.84	(220,141.37)	33,213.69			
Tax Payment Account	18,375.73	-	-	18,375.73			
EMS	331,851.29	117,686.48	-	449,537.77			
0	-	-	-	-			
DANA Investment Advisors	5,776,482.54	35,573.56	(4,059.72)	5,807,996.38	13,093.47	2.13%	13.32%
BMO Global Asset Management	4,752,419.03	22,702.86	(1,342.96)	4,773,778.93	7,048.18	2.18%	10.95%
American Deposit Management (ADM)	0.00	-	-	0.00	-	-	0.00%
*ADM General Account Balance	0.00	-	-	0.00			
Local Government Investment Pool (LGIP)	20,679,283.70	420,682.18	(850,000.00)	20,249,965.88	3,376.40	0.20%	46.43%
*LGIP General Account Balance	15,440,126.67	419,813.80	(850,000.00)	15,009,940.47	2,508.02		
**Ehlers Investment	5,855,895.12	34,894.59	(71,233.37)	5,819,556.34	24,553.14	1.9060%	13.34%
5,855,895.12	5,855,895.12	34,894.59	(72,143.60)	5,818,646.11			
Total Balance	41,811,525.73	9,150,421.52	(7,349,226.94)	43,612,720.31	47,775.43		

**Ehlers balance is first shown gross of fees to balance to their monthly report; below that is shown net of fees for comparison purposes. Also, due to multiple CD's in the account, interest/dividends may not be earned monthly;
*General Account Balance shown separately and is also part of the total account listed above; although it is used for cash flow purposes, a portion may be allocated for specific uses
and may not be available for general purpose spending

Excludes Police Forfeiture Account;

Tri City Interest is an analyzed credit from previous month earnings;

Additions and subtractions on investment accounts may include market adjustments for realized and unrealized gains(losses) or change in accrued income, as well as interest, management fees, deposits, transfers, returned payments or withdrawals; rates may reflect weighted average yield

Tax Collection Deposits

Tax Payment Account #2

City Deposit (Counter, Drop Box, Mail)
Gov Tech
Credit Card
Total Tax Payment Account #2

3,064,660.67
438,378.73
157,793.31
3,660,832.71

Distribution to other Taxing Jurisdictions

(April & May Collections distributed in June)

STATE \$ -
COUNTY \$ 922,174.36
MMSD \$ 317,128.14
SCHOOL \$ 1,707,610.21
MATC \$ 228,000.24
UTILITY \$ 4,226.55
TOTAL DIST \$ 3,179,139.50

Total Tax Collection Deposits

3,660,832.71 5.50% of Total Tax Levy

TAX REFUNDS \$ 843.12

Please note the City uses two bank accounts for tax collection; one for payments processed by the City (account #2) and the other for payments processed by our bank

CITY \$ 1,596,152.86
SPECIAL ASSESSMENTS 360.00
SPECIAL CHARGES 1,345.50
INTEREST 24,153.39
TOTAL COLLECTION \$ 4,801,994.37

Prepared for Common Council; cc Finance Committee

Barbara Guckenberger, CMTW

City Treasurer

plus personal property tax collected but previously distributed 9,326.67

Non Cash adjustments (Correction of Errors; CC reversal) -

TOTAL COLLECTED 4,811,321.04

May Tax Collection 3,660,832.71

April Tax Collection 1,150,488.33

4,811,321.04



COMMON COUNCIL REPORT

Item: Personnel Policy Manual

Recommendation: Recommend that the Common Council approve (via motion) the attached Personnel Policy Manual to be effective date of August 1, 2020, and that it applies to all City employees as described in the Manual.

Fiscal Impact: An overall fiscal impact is difficult to arrive at because the City will not know the extent of employee utilization of the new provisions. For instance, the new Manual added PTO for bereavement leave for non-represented employees, but the City does not know how frequently this would be used in order to accurately cost out. In short, staff feels that the capping of exposure on bigger policy items (i.e. requiring a retiree to be consistently on the retiree health insurance vs. jumping on and off at employee discretion) will more than account for incrementally-increased exposure of other benefit enhancements (i.e. bereavement leave).

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: Our current personnel manual has been in place since January 1, 2012. Over the past eight years and with the assistance of three Human Resources Managers, we are finally ready to launch the new Personnel Policy Manual. The effective date of the Personnel Policy Manual (the Manual) is August 1, 2020.

The process of arriving at the final Manual in front of Council involved many meetings with Andrew, Bridget, and Josh. Additionally, the Larger Leadership Team members were given the draft Manual on three different occasions throughout the process to read, review, and propose questions or suggestions. Attorney Susan Love also provided a review of the Manual.

We felt that this document needed to be functional. The Department Directors needed to be able to use it to assist them in personnel matters and it needed to be a reference for employees as well. The Manual makes references to full policies such as FMLA or Anti-Harassment. Those policies have been updated as well and will be included in a separate document for the employees to access when needed.

It is important to note that this document applies to all employees in the City organization. There are, however, specific and frequent references to collective bargaining agreements (CBAs) as certain policy provisions and benefits for protective, represented (police and fire) employees are governed by those CBAs and not the Manual language. In a similar way, certain policy provisions for represented employees will not automatically apply to those employees until those matters are bargained into their CBAs. These instances are also noted in the Manual for clarity of policy application.

Once review was complete on the Manual from a staff level, we brought forward the new policies and items of conversation to the Personnel Committee. Over the course of three meetings in February and March 2020, the Personnel Committee members were presented the following new policies (1 – 4), adjustments or clarifications to the Manual (items 5 – 10) and were given the entire manual (in two sections) to read, review, and ask questions.

1. Bereavement Leave;
2. Parental Leave;
3. Holiday Pay;
4. Regular Part-Time employee benefits;
5. Addition to the Tuition Reimbursement policy;
6. Non-represented retirees need 15 years of full-time continuous service;
7. Retiree voluntary dropped coverage;
8. Dispatcher/Clerk retiree contributions;
9. Medicare language clarification;
10. Confirming Police Lieutenants as non-exempt

Once the review was complete, the Committee members requested that due to the significant amount of information to review that the Council be able to have a workshop (Committee of the Whole (COW)) to review the Manual as a group.

On June 16, 2020, the Council workshop (Committee of the Whole) convened and reviewed the Manual. At the meeting, staff was asked to review the following items and bring them back to the Personnel Committee for further discussion prior to tonight.

1. Consider adding 50% tuition reimbursement for Regular Part-Time employees;
2. Consider expanding the military leave pay differential for an additional 30 days above the two weeks already granted;
3. Review the cost of moving nine Dispatcher/Clerks from a 40% retiree premium contribution to a 20% retiree premium contribution.

On June 25, 2020, the Personnel Committee met and recommended the following adjustments which are included in the Manual before Council this evening.

1. Tuition reimbursement of 50% for a Regular Part-Time employee for one Associate Degree and one Bachelor's Degree and 25% reimbursement for one Graduate Degree with a maximum reimbursement per individual for any combination of degree programs of \$10,000.
2. Move the Dispatcher/Clerk retiree premium contribution from 40% to 20% (in line with all other non-represented retirees).

There was no adjustment made to the requested military pay differential and no additional holidays included in the final Manual.

Options/Alternatives: The Council may choose to discuss and/or amend any policy language contained in the Manual. In that event, the staff does, however, need to bring the Manual back at a future date for formal Council ratification.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Judy L. Rogers
Human Resources Manager

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Personnel Policy Manual



OAKCREEK
— WISCONSIN —

Personnel Policy Manual

Effective August 1, 2020



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SECTION 1: WELCOME

Welcome to the City of Oak Creek! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further our mutual goals and shared vision.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services in municipal government. With your active involvement, creativity and support, the City will continue to achieve its goals. We sincerely hope you will take pride in being an important part of the City's success.

This Personnel Policy Manual is a summary of the City's employment policies, procedures, rules, and regulations. It has been prepared to inform all employees and to provide for the orderly and efficient operation of the City. It is each employee's responsibility to read and become familiar with this information and to follow the policies, procedures, rules, and regulations.

Please take time to review the policies contained in this Manual. If you have questions, feel free to ask your Department Director, their designee or contact Human Resources.

MISSION, VISION, AND CORE VALUES

OAK CREEK
— WISCONSIN —

STRATEGIC PLAN FRAMEWORK

Vision:
What we want to be.

Mission:
Why we exist.

Values:
What we believe in.

Critical Success Factors:
What we must get right in order to achieve our vision.

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

Mission
*We are a dedicated organization providing high-quality services that positively **IMPACT** Oak Creek residents, businesses, and visitors.*

Values
*Integrity
Mutual Respect
Professionalism
Accountable
Commitment
Teamwork*

Critical Success Factors

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming and Engaged Community
- Inspired, Aligned and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities and Service

1.10 Disclaimer Statement

This Personnel Policy Manual has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefits, or a contract of employment, expressed or implied.

These policies do not cover every situation which may conceivably occur, and may be modified as the need arises. Further, these policies do not supplant State or federal law, City ordinances or Collective Bargaining Agreements. If there is a conflict, the State or federal law, City ordinance or collective bargaining agreement will prevail.

The provisions set forth in this Manual may be altered, modified, changed, or eliminated at any time by the City with or without notice. This Personnel Policy Manual supersedes any and all previous Handbooks, manuals, statements, policies, procedures, rules, or regulations given to employees, whether verbal or written.

1.11 At-Will Employment

Employment at the City is on an at-will basis unless otherwise stated in a written individual employment agreement approved by the Common Council, or a collective bargaining agreement. This means that either the employee or the City may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this Personnel Policy Manual creates or is intended to create an employment agreement, expressed or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period.

Nothing in this Personnel Policy Manual is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. City employees have the right to engage in or refrain from such activities.

SECTION 2: WORKPLACE COMMITMENTS

2.10 Equal Employment Opportunity Statement

The City is an equal opportunity employer. Human resource administration in the City shall be conducted so as not to discriminate on the basis of age, race, creed, color, gender, religion, pregnancy, sexual orientation, gender identity, national origin, disability, political affiliation, handicap, marital status, results of genetics testing, ancestry, citizenship, arrest or conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of lawful products off City premises during non-working hours, union or non-union membership, or any other reason prohibited by State or federal law. This policy shall apply to hiring, placement, assignment, formal and informal training, seniority, transfer, promotion, lay-off, recall, or termination. Similarly, all salaries, wages, benefit programs, and human resource policies shall be administered in conformity with this policy.

The City expressly prohibits any form of unlawful employee harassment or discrimination based on any of the above-mentioned characteristics. Improper interference with the ability of other employees to perform their expected job duties is not tolerated. If an employee believes that an act of discrimination has occurred, the employee may file a claim of discrimination under the complaint procedure outlined under the Anti-Harassment, Discrimination and Retaliation Policy.

Responsibility for overseeing the City's Equal Employment Opportunity, Americans with Disabilities (ADA) programs and investigating discrimination complaints is assigned to Human Resources.

All employees will receive information regarding rights and responsibilities about discrimination considerations as they relate to employment.

2.11 Americans with Disabilities Act (ADA)/Wisconsin Fair Employment Act

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of their job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation, or if the accommodation creates an undue hardship to the City. Employees who may require a reasonable accommodation (including leaves of absence or time off) should contact Human Resources.

References: 2.11.1 Americans with Disabilities Form

2.12 Genetic Information Nondiscrimination Act Notice (GINA)

It is the intent of the City to comply with the Genetic Information Nondiscrimination Act of 2008 (GINA), which prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. "Genetic Information" as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that

an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

2.13 Anti-Harassment, Discrimination and Retaliation

It is the policy of the City that all employees have the right to work in an environment where they are treated with respect and dignity and are free of persistent and unwelcome conduct or actions based on age, arrest and/or conviction record, ancestry, color, national origin, race, creed (religion) disability, declining to attend a meeting or to participate in any communication about religious matters or political matters; familial status, genetic testing, honesty testing, lawful source of income, marital status, military service, sex discrimination, sexual orientation, use or nonuse of lawful products off the employer's premises during nonworking hours, or any other protected class by federal, State, or City ordinance or regulation.

Harassment, including sexual harassment, whether verbal, physical, or arising out of conduct at the workplace, at department or City-sponsored social functions. Such conduct, whether committed by employees, management, vendors, residents, or other non-employees will not be tolerated.

The City considers harassment and discrimination of others to be forms of serious employee misconduct. Further, any retaliation against an individual who has complained about sexual or other harassment, or retaliation against individuals for cooperating with an investigation of a harassment complaint, is similarly unacceptable and will not be tolerated.

The City will take all steps necessary to prevent and eliminate unlawful harassment. Therefore, the City shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. Discipline for violation of this policy may not be progressive, depending on the severity or pervasiveness of the harassment. A first violation, depending on the facts and circumstances, may warrant suspension or termination of employment.

All new employees will receive a copy of the Anti-Harassment, Discrimination and Retaliation Policy as a part of the initial employment process and at other times as appropriate and necessary.

Reference: 2.12.1 Anti-Harassment Discrimination and Retaliation Form

SECTION 3: EMPLOYMENT RELATIONSHIP

3.10 Employment Definitions and Common Terms

Regular Full-Time

Any employee who works forty (40) hours per week in a position on a regular basis through the year and with no maximum time limit associated. These are budgeted positions which include full-time benefits.

Regular Part-Time

Any employee who generally works less than twenty-eight (28) hours per week, but at least twenty-four (23) hours per week in a position on a regular basis, with a set schedule, throughout

the year. Although regular part-time employees have a typical work schedule, hours of work may be flexed to accommodate departmental needs. To be eligible for part-time employee benefits of the Wisconsin Retirement System and Life Insurance, the employee must work a minimum of 1200 hours in a calendar year. Regular Part-Time employees are also eligible for paid time off (PTO) when hired if they are scheduled to work 1200 or more hours per calendar year.

Limited Part-Time

Any employee who is scheduled to work less than twenty-three (23) hours per week in a position on a non-traditional schedule on a limited basis throughout the year. Limited Part-Time employees work on an as-needed basis when the operations of a department require scheduling. These positions are not eligible for benefits.

Temporary/Seasonal

Any employee who is working in a position that has a maximum duration of 90 consecutive calendar days. The same employee may be allowed to work consecutive seasons, but that fact does not alter the "seasonal" classification of that person or that position. A seasonal employee may include, but is not limited to interns, election workers, seasonal public works personnel, and recreation employees. Temporary or seasonal employees must sign a Temporary/Seasonal Employment Agreement. These employees are not eligible for benefits.

Elected Officials

A person who is an official by an election. Officials may also be appointed ex-officio (by another office, often in a specified capacity, such as presiding, advisory, secretary). The elected officials of the City are described in our [Municipal Code, Section 2.41](#).

Committees, Boards or Commissions

Public input and citizen membership on committees, boards, or commissions are valued by the City Common Council. Committee members, board members or commissioners are not to be construed as employees of the City regardless of compensation received for services.

Volunteer

Volunteers are not to be considered employees of the City, but rather are positions that have no set work schedule and that do not receive compensation. Volunteers are subject to background checks.

All officers and employees of the City are subject to the personnel policies approved by the Common Council and entitled to such wages and benefits as approved by the Common Council.

Non-Exempt

Any employee who is eligible for minimum wage, overtime pay eligibility, or compensatory time, under State and federal Fair Labor Standards Acts or other applicable law.

Exempt

Any employee who is not eligible for minimum wage, overtime pay eligibility, or compensatory time, under State and federal Fair Labor Standards Acts or other applicable law.

Non-Represented Employee

Any employee who is not represented by the Police or Fire professional association.

Department Directors

As used throughout this document, the term “Department Director” shall mean the following positions: Assistant City Administrator/Comptroller, Utility General Manager, Police Chief, Fire Chief, City Engineer, City Clerk, City Treasurer, Public Works Director, Library Director, Community Public Health Officer, Community Development Director, and Recreation Manager.

City

City of Oak Creek.

State

Wisconsin.

3.11 Job Classifications

The City positions will be assigned to employment classifications based on the education and experience requirements of the positions and in accordance with State or federal requirements, where applicable. When positions change, they will be reassessed and may be reclassified, if necessary.

3.12 Employment of Family Members and Relatives

For the promotion of public confidence in good government, and development and maintenance of an equitable working environment, the City limits the employment, hiring, promotion, and transfer rights of persons who have an immediate family member employed by the City or serving as an elected official of the City.

Family members of employees shall not be prohibited from City employment except as described below, nor shall they be given advantage in the hiring process. Open and well-advertised announcements on position vacancies, as well as the hiring process, shall be coordinated and approved by Human Resources.

Relatives may be hired by the City if (1) the persons concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale.

For purposes of this policy, immediate family member includes: spouse, parent, child, or sibling of the employee, or other significant relationships as determined by the City Administrator.

Any such relationships existing at the time of the enactment of this policy will not be subject to this policy.

3.13 Residency

No employee of the City of Oak Creek shall be required to be a resident of the City of Oak Creek, subject to the following provisions and conditions:

- Any full-time union employee who is not required to be a resident of the City shall comply with the residency provisions of the labor contract for that union in which he/she is a member, provided that the contract's provisions are consistent with Wis. Stats. §66.0502 and any future amendment thereto.
- All non-union public safety employees shall reside within twenty (20) miles of the jurisdictional boundaries of the City.

3.14 Job Postings

When the City determines that a job posting is required, the vacancies may be posted internally and/or externally for a minimum of five days on the City job website.

Reference: 3.14 Hiring Policy

3.15 Work Schedule

Work schedules may vary depending on the department and job assignment. Work hours for City employees will be scheduled with the Supervisor and will be subject to approval by the Department Director or City Administrator.

A fifteen (15) minute break period for each four-hour work period will be allowed when feasible and will be scheduled by the employee's immediate supervisor. The break period commences when the employee stops working and ends when the employee recommences work. Employees are not entitled to additional compensation for missed break periods.

3.16 Lunch Period

Employees under the age of eighteen (18) will receive at least a 30-minute duty free meal period if they are working a shift greater than six (6) hours in duration.

All other employees will be allowed a scheduled meal period whenever feasible. The meal period will be scheduled by their immediate Supervisor. Employees who do not work from a regular building location during a majority of the day may be required to take their lunch period at the job site location or at an area approved by their immediate Supervisor.

3.17 Break Time for Nursing Mothers

Directors, Supervisors, colleagues, and co-workers should be supportive, respectful, and sensitive to an employee's choice to nurse. The City will provide suitable private locations and reasonable break time for employees to express breast milk. The City prohibits discrimination against and harassment of nursing mothers who exercise their rights under this policy.

3.18 Outside Employment

Full-time employees may engage in outside work or hold other jobs provided the activities and conduct away from the job do not compete, conflict with, or compromise the City's interests, or adversely affect job performance and the ability to fulfill all responsibilities to the City.

Employees must notify their Department Director or designee in writing and receive approval on an annual calendar basis before any outside employment or other work activity is undertaken. Failure to do so may be cause for disciplinary action. Department Directors must request permission from the City Administrator prior to engaging in outside employment. Generally speaking, outside employment of Department Directors will be limited to extenuating circumstances and for a limited duration.

Employees are cautioned to consider carefully the demands that additional work activity will create before requesting approval to seek or accept outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work emergency call-backs, overtime, or different hours. If outside work activity does cause or contribute to job-related problems, the City may rescind its approval of such employment and may discipline the employee.

3.19 Employee Training and Professional Learning

In an effort to advance the training and professionalism of its staff, the City may authorize attendance at certain job-related seminars/conferences requiring travel outside the City. As a condition of employment, depending on the type of position, employees may be required to participate in mandatory training or professional learning.

It is understood that career development and job skills acquisition are the joint responsibility of the employee and the Department Director. Department Directors or designees, are expected to consult annually with employees to ensure any requirements specific to a particular position are met and create an appropriate professional development plan.

Participation by employees in development opportunities should be scheduled so that disruptions to the delivery of service and normal work processes are minimized.

3.20 Performance Evaluation and Review

Communication between employees and their Department Director or designee, is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their immediate Supervisors if they feel additional ongoing feedback is needed. Department Directors or their designees are required to complete performance evaluations for all regular full-time and part-time employees under their supervision. Evaluations are conducted on an annual basis and should be submitted to Human Resources once they are finalized with signature and date.

If an employee's overall rating is "Unsatisfactory" or "Needs Improvement," the employee may be placed on a Performance Improvement Plan (PIP). Supervisors should contact the Human Resources Manager for assistance with special evaluations.

An immediate Supervisor can request an evaluation at any time to correct a particular problem or acknowledge situations involving an employee's performance.

3.21 Employee Dress and Grooming

The employee's personal appearance and hygiene are important both to the employees and to the City. Employees are expected to maintain a good personal appearance and to consider neatness and cleanliness. Employees should always dress in a manner befitting the job, with consideration to the needs of the City, other employees, and safety.

The following dress code rules always apply to all employees:

- Employees must avoid clothes with words or pictures that are offensive or inappropriate.
- Certain employees may be required by the City to wear specific clothing, depending on the nature of their job. Uniforms will be properly maintained and worn where required by department policy.

3.22 Access to Personnel File

It is the City's policy to protect the privacy of each employee and therefore the City is committed to the confidential handling of every employee's personnel information.

Records of all personnel shall be considered confidential to the extent required by law. Records shall be maintained in accordance with all applicable federal and State laws and regulations and retained in accordance with the City's record retention schedule.

Employee information may be made available to the extent authorized by law. Any employee wishing to review his or her file may do so by providing a written request to Human Resources. Files will be made available within seven (7) working days of the written request.

Guidelines:

- Personnel records may be examined in the presence of the Human Resources Manager, Human Resources Generalist, or their designee, and only by appointment.
- Materials shall not be removed from the personnel files without permission of the Human Resources Manager, Human Resources Generalist, or their designee.
- The Human Resources Manager, Human Resources Generalist, or their designee may duplicate post-employment file materials for the employee and the individual employee will pay the cost.
- Personnel files will not be available to former employees, except to the extent authorized by law.

Employee information may be made available to anyone as authorized by law. Ordinarily, employee information available to the public shall be limited to the name of the employee, assignment, the dates of employment, and compensation.

3.23 Employee Information

All employees must provide their Department Director and Human Resources with the following information:

- Address
- Marital status/name change
- Party to be notified in case of emergency
- Phone number
- Changes in dependents
- Medicare eligibility

The employee must promptly notify their immediate Supervisor and Human Resources of any changes in the information no later than 30 days following the change.

All employees must maintain a telephone so they may be contacted in an emergency and must notify his/her immediate Supervisor as to where he/she can be reached.

3.24 Employee Communication Boards

Special notices and important information will be posted on the City's electronic bulletin boards. For departments that utilizes a regular bulletin board, employees may not post anything on or remove anything from these bulletin boards without authorization from the Department Director.

SECTION 4: PROFESSIONAL AND PERSONAL CONDUCT

4.10 Confidentiality

It is City policy that employees, interns, volunteers, and outside affiliates shall respect and preserve the privacy, confidentiality, and security of confidential information. Violations of this statement include, but are not limited to:

- Accessing information that is not within the scope of your duties;
- Misusing, disclosing without proper authorization, or altering confidential information;
- Disclosing to another person your sign-on and/or password for accessing electronic or confidential information or for physical access to restricted areas;
- Using another person's sign-on and/or password for accessing confidential electronic information or for physical access to restricted areas;
- Intentional or negligent mishandling or destruction of confidential information;
- Leaving a secured application unattended while signed on; or
- Attempting to access a secured application or restricted area without proper authorization or for purposes other than official City business.

Violation of the above listed statements and/or the Usernames and Passwords Policy may constitute grounds for disciplinary action up to and including termination of employment.

4.11 General Rules of Conduct

The City wants to create and maintain the best possible public service for its residents. Service is to be based on mutual respect and cooperation. Rules of conduct for employees are not for the purpose of restricting the rights and activities of employees, but are intended to help employees by defining and protecting the rights and safety of all persons.

General rules of conduct are essential to the safety and well-being of all employees. Employees are expected to acquaint themselves with additional departmental rules of conduct.

Disciplinary action or termination, depending on the severity of violation, will be recommended for violation of rules and standards of conduct including, but not limited to:

- Falsification or unauthorized altering of records, employment applications, time records, work permits, or any other untruthfulness or false statement;
- Excessive tardiness, breaks, lunch periods, or absenteeism;
- Failure to report absences from scheduled work shift as required by policy;
- Leaving the work area, route, or City limits (for other than City business) other than during an unpaid lunch break without authorization from their immediate Supervisor;
- Unauthorized disclosure of information contained in communications and in personnel or other records of the City;

- Possession or use of intoxicating beverages while conducting City business. This shall apply whether such City business takes place on or off of City property;
- Reporting for work, being on duty or on City premises while under the influence of, or not being free of, alcohol or drugs, including the misuse of prescribed medication;
- Illegal possession of narcotics or any controlled substance;
- Fighting, illegal gambling, horseplay, or using profane, obscene, or abusive language toward any manager, employee, resident, visitor, or member of the public;
- Threatening, intimidating, or coercing others during City working hours;
- Carrying unauthorized weapons, except as allowed by law. A weapon is generally something used to injure, defeat, or destroy, and may cover many types of instruments including, but not limited to: a taser, slingshot, billy club, metal knuckles, dagger, pistol, revolver, or any other firearm, razor with an unguarded blade, and any metal pipe or bar used, or intended to be used, as a club;
- Insubordinate conduct toward any supervisory personnel including, but not limited to: disobeying an order of the Supervisor, or ridiculing a Supervisor or the Supervisor's orders;
- Refusal to comply with City policies and procedures and/or carrying out the instructions of a Supervisor;
- Sleeping (except as authorized in the fire department), loafing, wasting time, or being idle while on duty;
- Creating unsafe or unsanitary conditions;
- Leaving the job without permission during regularly assigned working hours;
- Theft, loss, damage, destruction, or unauthorized removal or use of property belonging to the City, employees, or others;
- Negligence in observing fire prevention or safety regulations, or failure to report on-the-job injuries or unsafe conditions;
- Unwillingness or inability to work in harmony with others; discourtesy or conduct creating discord;
- Any act of harassment, sexual, racial, or other towards anyone; telling sexist or racial-type jokes, making racial or ethnic slurs;
- Soliciting during working hours and/or in working areas; selling merchandise or collection of any kind for charities or other organizations without authorization during business hours, or at a time or place that interferes with the work of another employee;
- Proselytizing for religious or political causes, outside organizations, or other non-job-related solicitations during working hours or in working areas;
- Engaging in activities which the City determines are detrimental to the well-being of the City;
- Smoking in any City vehicle or piece of equipment, or in any unauthorized areas;

- Misrepresenting or omitting facts and/or failure to immediately report to a Supervisor regarding any known injury or illness within 24 hours or the next business day;
- Failure to report a fellow employee for a known violation of a law, rule or regulation, policy, or procedure, general or specific order;
- Possession or use of keys, access card, or any other form of entry to a City facility or vehicle without authorization or for any unauthorized entry to City property;
- Unauthorized use or possession of a purchase card or credit card;
- Communications - whether verbal, written, non-verbal, or electronic communications intended to discredit, embarrass, otherwise be considered detrimental to the well-being of the City;
- Failing to obey the laws of the United States and of any state and local jurisdiction in which they are present;
- Failing to properly record hours worked;
- Any other City or departmental rule or regulation.

4.12 Workplace Bullying

The purpose of this policy is to communicate to all employees that the City will not tolerate any instance of bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying Defined

The City defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. The City considers the following types of behavior examples of bullying:

Verbal bullying

Slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as butt of jokes; abusive and offensive remarks.

Physical bullying

Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.

Gesture bullying

Non-verbal threatening gestures; glances that can convey threatening messages.

Exclusion

Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person;
- Shouting or raising voice at an individual in public or in private;
- Using verbal or obscene gestures;
- Personal insults and use of offensive nicknames;
- Public humiliation in any form;
- Constant criticism on matters unrelated or minimally related to the person's job performance or description;
- Frequent ignoring or interrupting an individual at meetings; not allowing a person to speak or express himself or herself;
- Public reprimands;
- Repeatedly accusing someone of errors that cannot be documented;
- Deliberately interfering with mail and other communications;
- Spreading rumors and gossip regarding individuals;
- Encouraging others to disregard a Supervisor's instructions;
- Manipulating the ability of someone to do his or her work (e.g., overloading, under loading, withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions);
- Inflicting menial tasks not in keeping with the normal responsibilities of the job;
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave;
- Deliberately excluding an individual or isolating him or her from work-related activities or meetings;
- Unwanted physical contact, physical abuse, or threats of abuse to an individual, or defacing an individual's property.

4.13 Employee Code of Ethics and Conflict of Interest

Employees are covered by the State Ethics Law. Employees must not engage in any activity which violates standards of ethical behavior or gives the appearance of unethical behavior.

Employees shall faithfully discharge their professional duties to the City in accordance with the official job descriptions pertaining to their individual assignments as may be amended from time to time.

Employees who choose to engage in any remunerative activity unrelated to their position shall not engage in such activity during work hours, and shall not engage in any activity that interferes with the execution of the responsibilities of their City position.

Employees shall not solicit or receive anything of value which involves an expressed or implied advantage or influence on any City judgment or decision. Any complaint about the ethical behavior of an employee, or a request for an investigation into the conduct of any employee, shall be presented to the City Administrator and shall bear the signature of the person making the request.

Employees found in violation of this policy may be subject to suitable corrective or disciplinary action.

4.14 Media Interviews and Public Comment

The City Administrator and Mayor are the only authorized persons to speak to the media regarding City business unless prior authorization is granted to another employee by the City Administrator or Mayor. This section does not apply to public safety officials addressing the media regarding a public safety incident or message. In these cases, the individuals will follow the department's protocol regarding the type of information being disseminated. Media inquiry to Department Directors regarding routine and non-controversial matters of their department may be handled by that Department Director or designee. Similarly, Aldermen may answer media inquiry regarding matters within their district, but are not permitted to take official positions of the City as a whole.

4.15 Political Use of Position

No employee shall use their official position with the City for political purposes. Employees shall not engage in political activities or discussions to the detriment of the City, nor shall they allow the display of political posters on City property. Nothing in this section should be construed to prohibit an employee of the City from, as a private citizen:

- Exercising the right of suffrage;
- Casting a vote or expressing one's opinions privately;
- Being delegates to or employees of a political caucus; and/or
- Taking part in political canvass.

4.16 Public Criticism

Subject to employees' First Amendment rights, employees shall not publicly criticize or ridicule the City or any department, its policies, employees, or elected or appointed officials by speech, writing, electronic communications, or other expressions, where such speech, writing, or other expression is defamatory, obscene, untrue, or unlawful.

4.17 Participation in Civil Litigation

No employee shall give a deposition, affidavit, or appear as a witness in a civil matter stemming from the employee's official duties as a City employee without first advising the Department

Director except in the case of Police Department employees for such depositions, affidavits, or witness appearances necessary as it relates to their normal and routine job duties. Department Directors will inform the City Administrator or City Attorney of any request to provide a deposition, affidavit, or any request to appear as a witness in a court proceeding stemming from the employee's official duties as a City employee.

4.18 Technology Use

The use of computers is a critical part of the work environment. City employees will be required to sign Internet and Email Use Policies, which require them to use the City's technological resources in the most prudent manner. In addition, the City reserves the right to inspect employee email, voice mail, computer files, internet and City-issued cell phone usage, and desk files at any time. The City observes a zero-tolerance policy on improper use of City computer hardware and software.

*References: 4.18 Use of Technology and Electronic Communication Systems Policy
4.18.1 Usernames and Passwords Policy
4.18.2 Cellular & Mobile Devices Policy*

4.19 Searches

Consistent with applicable law, searches may be conducted at any time, either with or without notice. The City may inspect both City property and employee property on City premises, including, but not limited to: desks, computers, lockers, file cabinets, storage cabinets, drawers, and closets. City employees should not have any expectations of privacy in these areas. Additionally, employee clothing, purses, brief cases, tote bags, lunch bags, backpacks, duffel bags, tool boxes, and employee vehicles parked on City property may be inspected.

4.20 Investigations

Each employee is required to truthfully answer questions, respond to orders, provide materials and documentation, and cooperate fully in any internal investigation.

4.21 Visitors in the Workplace

To provide for the safety and security of both visitors and employees at City facilities, only authorized visitors are permitted inside secured workspaces. Restricting unauthorized visitors assists the City to maintain safety standards, protects against theft, assures security of equipment, helps secure confidential information, preserves employee welfare, and avoids potential disruptions and intrusions. Visitors may be refused access to City property as determined appropriate by the Supervisor.

All visitors should enter City premises at the main lobby of each respective facility. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on City premises, employees should immediately notify a Supervisor or, if necessary, direct the individual to the lobby or other non-secured area.

SECTION 5: COMPENSATION

5.10 Base Pay

The City considers its employees to be key assets. The compensation package provided to employees is intended to attract, retain, and motivate highly qualified, enthusiastic, productive, and committed employees. The program is designed to assist the City in providing high quality services to the public. This objective is attained by providing compensation based on internal equity and external competitiveness within the City's fiscal capabilities. The salary and wage schedules shall be established by wage ordinances, or as ratified, by the Common Council.

5.11 Starting Pay

A new or existing employee who begins a new job or is assigned different job duties for which they were hired will normally be paid the minimum rate in the appropriate salary range. Exceptions for competitive hiring reasons or employee retention strategies may be permitted with the approval of the City Administrator.

5.12 Supplemental Pay

5.12.1 Merit Pay

The merit program has been established to continue to move the City to a more performance-based pay system. Under such a system, employees are compensated on their individual or team contributions, not the value of the position itself. The availability of merit pay is subject to funding availability.

Reference: 5.12.3 Supplemental Merit Compensation Award Policy

5.12.2 Acting Pay

Employees who are temporarily assigned Supervisory duty or acting pay for a period of at least 80 hours may be compensated at a rate up to 10% over their current pay rate. Such Supervisory/acting duty, and pay, must be designated and pre-approved by the City Administrator.

5.12.3 Promotion Pay

Employees who are promoted to a new position will normally be paid at a rate not to exceed the mid-point of the new position's salary range unless otherwise determined by the City Administrator for competitive hiring reasons or employee retention strategies.

5.13 Premium Pay

5.13.1 Compensatory Time

Non-exempt employees shall have the option of taking approved overtime as pay or as compensatory time. No employee's bank shall be allowed to exceed more than 120 hours of compensatory time per calendar year. Once earned, compensatory time shall be taken only with

the approval of the Department Director or designee, subject to the staffing needs of the department.

Exempt employees are not specifically provided compensatory time, nor are they bound by a prescribed work day or work week, but should exercise discretion and good judgment in the performance of their job duties. Their attendance should be discussed with their Department Director or City Administrator, as appropriate.

5.13.2 Overtime

All employees in positions classified as "non-exempt" will be paid overtime consistent with the provisions of the Fair Labor Standards Act and the Wisconsin Wage and Hour law. All non-exempt employees must have prior approval in accordance with departmental policy before working any overtime, including but not limited to: accessing emails, checking voice mail, and accessing documents during non-work hours. All non-exempt personnel receive overtime compensation at the rate of one and one half for all hours worked over 40 hours in a workweek, whether the overtime occurs on a weekday or weekend. In establishing work schedules, Department Directors have flexibility in determining work schedules to meet the needs of the department while maintaining consistent hours of operation and being available and open to the public.

Employees shall follow departmental procedures regarding the approval of overtime. Time worked without approval is subject to disciplinary action.

Overtime is actual hours worked more than 40 hours in a workweek. Non-exempt employees will be paid time and one half their regular rate of pay for all overtime hours worked in a workweek. Paid leave, such as holiday, bereavement, PTO, and jury duty does not apply toward time worked in a workweek.

The FLSA work period for calculating overtime is Sunday 12:00 a.m. through Saturday 11:59 p.m.

The days of the week and calculation of hours do not apply to employees who are subject to a collective bargaining agreement.

Overtime for non-exempt police personnel on a 5/2/4/2 schedule shall be set within departmental regulations.

5.13.3 Holiday Pay

Paid Holiday Eligibility

In order for full-time employees to be eligible for paid holidays, the employee must work the scheduled work day before and after the holiday, with the following exceptions:

- The days are the employee's normal days off from duty;
- The employee has received pre-approval of PTO during this time period;
- The employee provides a doctor's excuse to Human Resources within 48 hours of his/her return to work.

Non-represented employees who were not scheduled to work a holiday but are required to work on a holiday will be paid twice their regular hourly rate of pay.

Holidays for non-represented employees will not be converted to pay.

5.13.4 Call-In Pay

All non-exempt, non-union, full-time employees called in to work after or before normal working hours shall be provided a minimum of two (2) hours pay at appropriate overtime rates. Call-in pay shall not apply for hours that are contiguous to the normally scheduled work hours or where there is an extension of the normal workday. Call-in pay shall apply when an employee is called in to perform work of a special or emergency situation, at a time when such employee is not normally scheduled to work. Call-in pay shall not apply when the employee is scheduled in advance to work before/after normally scheduled hours.

5.14 Travel Pay

It is City policy to ensure that employees are properly compensated for all hours worked, including compensable travel time. Non-exempt employees are entitled to have compensable travel time counted as hours worked so long as the travel occurs during the employee's normal work hours.

Reference: 5.14 Travel Policy

5.15 Payroll

The City runs payroll on a bi-weekly cycle. Employees are paid on the Friday following the conclusion of a payroll period. The pay period begins on Sunday and ends on Saturday. All employees' pay is paid through the end of the current pay period. Payroll information, including payroll periods and pay dates, is updated, and published annually on the Staff Portal.

5.16 Direct Deposit

The City requires and provides direct deposit into the employee's bank or credit union.

5.17 Payroll Deductions

All required deductions, such as federal taxes, State taxes, Wisconsin Retirement System contributions, authorized voluntary deductions such as 457 Deferred Compensation Retirement Plans, and health & welfare benefit plans will be withheld automatically from employee paychecks. However, employees should frequently review the amounts being withheld. Contact Human Resources if you have questions regarding a deduction.

5.18 Employee Online Portal

All employees have the ability to view their pay stub through BS&A Online. It is each employee's responsibility to verify the accuracy of the information. Employees should check for mistakes made in payments and leave balances each time a paycheck is directly deposited. The City takes all

reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. Employees should promptly bring any discrepancy to the attention of the Finance Department so that corrections can be made as quickly as possible. Any changes to an employee's time record must be approved by their immediate Supervisor and the Finance Department.

5.19 Expense Reimbursement

The City shall reimburse employees for pre-authorized travel and related expenses incurred in connection with City business in such a manner that the individual will not suffer, nor gain, financially because of such travel or expense.

Each employee shall submit expense reports, designating expenses incurred and reimbursable under the established procedures. All expense reports shall be prepared by the individual requesting reimbursement. All expense reports and travel requests shall be approved by the employee's Department Director or their designee, or the City Administrator if a Department Director is requesting reimbursement.

Detailed procedures regarding reimbursement are outlined in the Travel Policy.

Reference: 5.14 Travel Policy

SECTION 6: BENEFITS

6.10 Benefits

The City offers a comprehensive benefit package. Details with respect to eligibility, benefits, including employee contributions (premium costs), claims procedures, and limitations can be found on the Staff Portal. Benefits may include health, dental, life, vision, disability, flex, and retirement savings, and are subject to change.

6.11 Wisconsin Retirement System (WRS)

For eligible staff, the City will pay one-half of the actual contribution rate (employer required share), which is determined annually by the Board for the Department of Employee Trust Funds. The employee will be responsible for the other half (employee required share) unless another amount is specified in a collective bargaining agreement.

Employees who became WRS eligible on or after July 1, 2011 are not eligible for a WRS retirement annuity or lump sum retirement benefit until they have 5.00 years of creditable service. However, the member would still be eligible for a separation benefit, which includes the employee contribution and investment returns only.

If you were enrolled in WRS prior to July 1, 2011 you were vested when you first began WRS employment. Vested participants may receive a retirement benefit after reaching minimum retirement age once they terminate all WRS employment.

6.12 Employee Assistance Program (EAP)

The City offers an Employee Assistance Program (EAP) for employees and their dependents. The EAP provides confidential, quality services to help employees and their families successfully meet home and workplace challenges. Information regarding the EAP is available from Human Resources or on the Staff Portal.

6.13 Tuition Reimbursement

All full-time and regular part-time non-union employees who wish to complete an associate, undergraduate or graduate degree in a job-related field of study are eligible for tuition reimbursement.

Full-time union employees should refer to their respective collective bargaining agreement regarding tuition reimbursement.

The City recognizes that the skills and knowledge of its employees contribute to the success of the organization. Personal development through formal job-related academic education may help employees improve job related skills and enhance career opportunities within the City.

When the City determines that funds are available, the City will offer tuition reimbursement under the following restrictions and requirements:

If funding is available, the City will reimburse 100% (50% for regular part-time employee) of the cost for one Associate Degree and one Bachelor Degree from an accredited college or university and/or 75% (25% for regular part-time employee) of the cost for one Graduate Degree from an accredited college or university for full-time employees who have successfully completed one full year of employment. No advanced degree beyond Masters is eligible.

The maximum reimbursement per individual for any combination of degree programs will be \$20,000 for full-time employees and \$10,000 for regular part-time employees.

The City will pay for registration, matriculation, tuition, and books. The employee can retain their textbook(s) upon successful completion.

To be eligible for reimbursement, the degree program(s) must be job-related as recommended by the Department Director and approved by the Personnel Committee.

To facilitate budgeting, an employee who plans to submit for reimbursement must notify their Department Director in writing by August 1st of each year as to the estimated amount needed for the next fiscal year. No reimbursement will be provided if the procedure was not followed and the allocation was not secured.

A written request, including a signed "Tuition Reimbursement Request" must be submitted and approved prior to beginning each class.

Reimbursement will only be made for each three-credit (or more) course successfully completed with a letter grade of "B" or better, or a "Pass" if the grade and payment request is submitted within 30 days from completion.

Approval of the Tuition Reimbursement Request and approval for reimbursement will be recommended by the Department Director and approved by the Personnel Committee. When the requestor is a Department Director, the recommending authority is the City Administrator.

Reimbursement for Certified Public Manager programs will be considered on a case-by-case analysis of the course material.

Employees who receive reimbursement will be expected to remain in City employment for a five-year period. If an employee is not employed by the City on the anniversary date of the reimbursement payment for the course, the tuition reimbursement will be repaid as follows:

<u>Repayment amount</u>	<u>Anniversary Date</u>
100%	Less than one year
80%	Less than two years
60%	Less than three years
40%	Less than four years
20%	Less than five years

The length of service requirement will be calculated based on the anniversary date of successful completion of each class.

Reimbursement will be waived upon disability, retirement, or death. Reimbursement may be subject to income tax.

SECTION 7: LEAVE AND ATTENDANCE POLICIES

7.10 Paid Time Off (PTO) – Full-Time and Regular Part-Time

Paid time off (PTO) provides a bank of hours of sick days, vacation days, and personal days, and may be used as the need or desire arises. PTO will be pro-rated for new employees based on the date of hire. PTO days will be awarded on the following schedules:

Non-represented Sworn Police (Sergeants, Lieutenants, Captains, Chief) and Dispatch personnel (includes floating holidays):

0-9	Years	28	days per calendar year
10	Years	30	days per calendar year
11	Years	31	days per calendar year
12	Years	32	days per calendar year
13	Years	33	days per calendar year
14	Years	34	days per calendar year
15	Years	35	days per calendar year
16	Years	36	days per calendar year
17	Years	37	days per calendar year
18	Years	38	days per calendar year
19	Years	39	days per calendar year
20+	Years	40	days per calendar year

Non-represented Fire Employees (Battalion Chiefs working a 24-hour shift) (includes floating holidays):

0-9	Years	13	days per calendar year
10-14	Years	16	days per calendar year
15-19	Years	19	days per calendar year
20+	Years	22	days per calendar year

All other non-represented employees:

0-9	Years	18	days per calendar year
10	Years	20	days per calendar year
11	Years	21	days per calendar year
12	Years	22	days per calendar year
13	Years	23	days per calendar year
14	Years	24	days per calendar year
15	Years	25	days per calendar year
16	Years	26	days per calendar year
17	Years	27	days per calendar year
18	Years	28	days per calendar year

19 Years 29 days per calendar year
 20+ Years 30 days per calendar year

Regular part-time

A newly hired employee will receive PTO hours based on the hours they are required to regularly work. Hours worked may fluctuate without an increase in hours per calendar year.

Lowest Hours	Highest Hours	PTO HOURS
1200	1250	25
1275	1325	26
1300	1350	27
1375	1425	28
1400	1475	29
1500	1560	30

Carry-over of eighty (80) PTO hours will be permitted. This number will be three (3) PTO days for 24-hour shift employees. Regular part-time employee will be permitted to carry-over 8 hours.

An employee who is separated from employment by termination, retirement, or resignation and who has used PTO which was advanced prior to being earned, shall repay the City for all advanced time. Any unused hours that the employee has earned will be paid on the employee’s last payroll.

If a part-time employee is transferred or promoted into a full-time position, the employee will be paid out for all accrued PTO as of the date they are hired into the full-time position. The employee will not receive credit for hours worked as a part-time employee in the year they are hired as a full-time employee. The employee will be eligible for full-time PTO benefits as a new hire.

7.11 Holidays

The City has designated the following ten days as paid holidays:

- New Year’s Day;
- Friday before Easter;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving Day;
- The day after Thanksgiving;
- Christmas Eve Day;
- Christmas Day;
- New Year’s Eve Day.

If a holiday falls on a weekend, the holiday is observed on the closest preceding or subsequent weekday.

Non-represented employees will not receive any pay-out for holidays.

The City will seek to reasonably accommodate individuals' religious observances. Employees who need time off to observe religious practices or holidays not already scheduled by the City should speak with their Department Director.

7.12 Bereavement

All full-time employees not covered by a collective bargaining agreement are granted up to five paid days for bereavement of immediate family members (including spouse, mother, father, sister, brother, child, sons-in-law, daughter-in-law, father-in-law, mother-in-law, stepmother, stepfather, or any other person whom the employee stands in a mutually acknowledged relation of parent or child) and up to three paid days for grandparents, grandchildren, sister-in-law, brother-in-law, aunt, uncle, niece, or nephew. Proof of death may be requested by the Department Director or designee. Days do not need to be used consecutively, but shall be used within 30 days of the bereavement event.

Regular Part-time employees will receive 2.5 days and 1.5 days respectively.

7.13 Military Leave

To outline procedures for the administration and eligibility for Military Leave of Absence. It is the City's policy to comply with all laws regarding the protection of employee rights while performing military service, including the Uniformed Service Employment and Reemployment Rights Act of 1994.

Notifying the City of a Request for Military Leave - If an employee is called to active duty in the Armed Forces of the United States, the employee will be granted a military leave of absence. If an employee voluntarily enters the Armed Forces for active duty, the employee will be considered for a military leave of absence, provided the proper request is submitted before the tour of duty commences. All military leaves shall be granted in accordance with federal law.

Re-employment Procedure - If an employee has a uniformed service commitment, the employee will be eligible for employment with the City on making timely notice of the employee's desire to return. Except when it is impossible or unreasonable for the employee to give notice through no fault of their own, timely notice shall be:

UNIFORMED SERVICE PERIOD	REQUIRED NOTICE FOR RE-EMPLOYMENT
LESS THAN 31 DAYS	Report to work by the first full shift after completion of service occurring eight hours after returning home.
31 TO 180 DAYS	Application submitted within 14 days of completion of service.
MORE THAN 180 DAYS	Application submitted not more than 90 days after the completion of service.

Any employee failing to reapply within these time periods will be presumed to have terminated employment.

Employees will be paid the difference between their military pay and City pay for the employee's annual two-week military training.

7.14 Jury Duty

Should an employee be selected for jury duty, the employee must notify their Department Director or designee, and Finance Department, immediately and provide documentation of the order to report. If selected, the employee will receive the normal wage per day served for time mandated by law provided the employee endorses the jury pay over to the City. The employee is entitled to keep the mileage reimbursement received. The maximum wage benefit under this provision is ten (10) work days per calendar year. The employee will continue to be covered under all City insurance policies and continue to accrue benefits for the entire duration of the jury duty.

An employee is expected to report for work if released from jury duty with at least 50% of the work day remaining.

7.15 Voting Leave

The City will comply with State law regarding employees' right to take time off of work for voting:

- The City will allow employees who are entitled to vote to be absent from work for up to three (3) successive hours while the polls are open. This provision applies regardless of whether the employee would appear to have sufficient time to vote either before or after his or her scheduled shift.
- Employees who intend to be absent during work for voting are required to notify their immediate Supervisor of their intended absence **before** Election Day.
- The City may designate what time of day the employee takes the absence.
- The employee will not be compensated for the time he or she is absent.
- The City will not penalize an employee for taking time off from work to vote.

7.16 Parental Leave

After one full year of continuous employment (two years for Regular Part-time employees) employees not covered by a collective bargaining agreement are granted up to 80 consecutive hours (40 hours for Regular Part-time) of paid Parental Leave during a 12-month period for the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

7.17 Family and Medical Leave Act (FMLA)

This is the family and medical leave policy ("FMLA Policy") of the City and applies to any employee who requests or takes family and/or medical leave. The City administers this FMLA Policy on a calendar year basis. Both Wisconsin and federal family and medical leave will run concurrently with each other and concurrently with any other leave which is available to the employee under the City's policies or collective bargaining agreements, as well as under federal and State law. All or a portion of the period of family and medical leave may be paid in certain instances. Leave taken under this FMLA Policy will not be used against an employee in any employment decision, including in the determination of wage increases, promotions, or disciplinary action.

7.17.1 Eligibility for Leave

Under Wisconsin Family and Medical Leave Act (WFMLA) employees are eligible for leave provided the employee:

1. Has been employed by the City for more than 52 consecutive weeks; *and*
2. Has worked for the City for at least 1,000 hours (including paid leave) during the preceding 52- week period.

Under federal family and medical leave employees are eligible for leave provided the employee:

1. Has been employed by the City for at least 12 months (which need not be 12 consecutive months).
2. Has worked for the City at least 1,250 hours (*not including* paid leave) during the 12 months immediately preceding the beginning of the requested leave.

7.17.2 Amount of Leave Available

Employees are generally entitled to unpaid leave for any one or combination of the following reasons:

1. **Birth or Placement for Adoption or Foster Care of a Child.**
Unpaid leave of up to twelve (12) weeks under Federal law and six (6) weeks of unpaid leave under Wisconsin law, as applicable, may be taken by an eligible employee, upon the birth or placement for adoption or foster care (Federal only) of a child with the employee. Leave may be taken in a block of time or intermittently as permitted by law. In no event, however, may leave be taken on an intermittent basis after sixteen (16) weeks from the birth; or adoption. A statement of the anticipated date of birth or date of placement for adoption or foster care must be provided to the City within fifteen (15) calendar days of requesting leave. Any accrued PTO or vacation that the employee may have at the time his or her leave begins may be substituted, or may be required to be substituted, for all or a portion of the otherwise unpaid leave. The paid time used will not be available later. Extensions of FMLA leave will not be permitted, except as provided by the City's policies or as required by law.

2. Serious Health Condition of Employee.

Unpaid leave up to twelve (12) weeks under Federal law and two (2) weeks under Wisconsin law may be taken by an employee in the event he or she experiences a "serious health condition." These periods of leave will run concurrently. A serious health condition will generally occur when the employee receives inpatient care at a hospital, hospice or nursing home or receives outpatient care which requires a schedule of continuing treatment by a health care provider and renders the employee incapable of performing the functions of his or her position. Medical leave may be taken all at once or in smaller increments as is medically necessary. If leave is taken in smaller increments, the employee may be temporarily transferred to another job in the City.

The employee must provide the City, within fifteen (15) calendar days of requesting leave, with a Health Care Provider Certification which is completed by the employee's treating health care provider. Health Care Provider Certification forms are available from Human Resources.

PTO which the employee has accrued at the time his or her medical leave begins may be substituted, or may be required to be substituted, for all or a portion of the otherwise unpaid FMLA leave period. If the leave arises due to a work-related injury, workers' compensation leave will run concurrently with the leave an employee is entitled to under the FMLA, to the extent permitted by law. Any paid leave used will not be available later. Extensions of FMLA leave will not be allowed except as provided by the City's policies or as required by law.

3. Serious Health Condition of a Child, Parent, Spouse, Partner or Parent of Partner.

Unpaid leave of up to twelve (12) weeks under Federal law may be taken by an employee to care for a child, spouse or parent with a "serious health condition" and two (2) weeks under Wisconsin law may be taken by an employee to care for a child, spouse, parent, partner or parent of partner with a "serious health condition" (see preceding paragraphs for definition of "serious health condition"). These periods of leave will run concurrently.

The employee must provide the City, within fifteen (15) calendar days of the request for leave, with a Health Care Provider Certification prepared by the treating health care provider of the individual which sets forth the facts surrounding the health condition of the individual and that the employee is needed to care for the person. Health Care Provider Certification forms are available from Human Resources.

PTO or vacation which the employee has accrued at the time his or her leave begins may be substituted, or may be required to be substituted, for all or a portion of the otherwise unpaid time. Any paid leave used will not be available later. Extensions of FMLA leave will not be allowed except as provided by the City's policies or as required by law.

4. Service Member Family Leave.

An eligible employee who is the spouse, son, daughter, parent, or next of kin (closest blood relation) of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period.

During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave for all purposes identified under the federal FMLA.

The employee must provide the City, within fifteen (15) calendar days of the request for leave, with a Health Care Provider Certification prepared by the treating health care provider of the individual which sets forth the facts surrounding the health condition of the individual and that the employee is needed to care for the person. Health Care Provider Certification forms are available from Human Resources.

PTO or vacation which the employee has accrued at the time his or her leave begins may be substituted, or may be required to be substituted, for all or a portion of the otherwise unpaid time. Any paid leave used will not be available later. Extensions of FMLA leave will not be allowed except as provided by the City's policies or as required by law.

5. Military Exigency Leave.

Employees may take FMLA leave for a qualifying exigency related to the employee's spouse, son, daughter, or parent (the "covered military member") being on active duty or call to active duty status in support of a contingency operation. A member of the Regular Armed Forces is not eligible to take leave because of a qualifying exigency. "Qualifying exigencies" include:

- Up to seven days of leave to deal with issues arising from a covered military member's short notice deployment, which is a deployment on seven or fewer days of notice: Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
- Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- Rest and recuperation leave of up to five days to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment;

- Attending certain post-deployment activities within 90 days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member; and

Any other additional activities that the employer and employee agree is a qualifying exigency which arose out of the covered military member's active duty or call to active duty status.

7.17.3 Notifying the City of Your Need for Family or Medical Leave

In the event an employee will need time off from work for a qualifying FMLA for a foreseeable event, the City must be notified, in writing, at least thirty (30) calendar days before the date on which leave is to begin. In the event of an emergency, notice must be provided as soon as practicable but no later than two (2) business days after the FMLA leave begins. The City has forms which must be completed to request family or medical leave. The Family and Medical Leave Request Form is available from the Administration Office. Employees must comply with policies regarding notification of absences. The failure to timely notify the City of the need for leave may result in the delaying or denial of leave until proper notice is received.

7.17.4 Health Insurance and other Insurance Benefit

The employee may continue to receive health insurance and other insurance benefits while on a family or medical leave. An employee must continue to pay his/her share of all insurance premiums through payroll deduction or by direct payment on the first of the month. Failure to make timely payment may result in loss of insurance. Other employment benefits will also be continued during the family and/or medical leave. An employee must notify the City of his or her intent to continue insurance coverage while on leave. If an employee fails to return to work or fails to remain at work for a period provided under the law, the City may recover its portion of the premiums paid for coverage during the leave.

7.17.5 Intermittent Leave

Intermittent leave is leave which is taken in multiple blocks of time due to a single illness or injury, rather than in one continuous period of time (i.e., leave taken an hour at a time for a doctor's appointment or leave taken several days at a time over a period of months for chemotherapy treatments).

FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances: (a) FMLA leave based on the birth or placement of a child for adoption may generally only be taken intermittently or on a reduced leave schedule within the sixteen (16) weeks before or sixteen (16) weeks after the birth or adoption, unless consent is otherwise obtained from the City; and/or (b) FMLA leave based on the serious health condition of an employee, or an employee's child, spouse or parent or a service member medical leave, may be taken intermittently or on a reduced leave schedule when medically necessary.

If leave is taken intermittently, the employee may be temporarily transferred to another job in the City.

7.17.6 Additional Medical Certifications

The City may request that a patient submit to an independent examination by a health care provider chosen, and paid for, by the City. Review by a third health care provider may be required by the City, and paid for by the City, in the event of differing conclusions from the original and second health care provider certifications. The City may also request that an employee recertify as to the continuation of the serious health condition at various points in time.

7.17.7 Return to Employment at End of Leave

At the end of an employee's family or medical leave, the employee will be returned to the position held at the commencement of leave or, if the position is no longer available, to equivalent employment with the City. The return to work entitlement will be no greater than if the employee had continued in employment without the taking of leave. If an employee wants to return to work before leave is scheduled to end, and work is available, the employee must notify the City at least two (2) working days prior to the desired return date. If the reason for leave was due to the serious health condition of the employee, a medical release must be provided to the City before the employee returns to work. If a medical release is not received, the employee's return to work will be delayed until it is received.

7.17.8 Failure to Meet Policy Requirements

If an individual fails to meet the requirements of this FMLA Policy, his or her request for family or medical leave may be denied or delayed until the requirements are met and the employee may be subject to disciplinary action.

Reference: 7.18 Wisconsin Family and Medical Leave Act and Federal Family and Medical Leave Act Policy

7.18 Donated PTO Leave for Extended Medical Absence

The purpose of this policy is to assist employees who have used all their PTO, including any compensatory time, yet have an illness or injury that keeps them from being able to work. Donated leave shall be provided as follows:

1. No donation of time can be made to any employee until the employee exhausts all PTO;
2. To be eligible to receive a donation, the employee must provide certification from a medical provider that the employee will be absent from work for a period in excess of 45 calendar days;
3. Any donation of time shall be made in writing and signed by the donor and Department Director. A donation is irrevocable. Once donated, time is forfeited;
4. This policy shall be administered in accordance with the FMLA.

Banked sick leave is not eligible to be donated.

7.19 Medical Flex Time

All non-exempt City employees may be allowed to “flex” their schedules to accommodate medical and/or dental appointments for themselves, their children, and their spouse. Medical “flex” time must be approved at least 24 hours in advance by the appropriate Department Director.

Employees should try to schedule appointments at the beginning and/or end of the work day to create the least amount of inconvenience to the department. The time taken off for a medical/dental appointment will be made up within the same FLSA work period. The employee must record the time as taken off for the medical/dental appointment, and the extra time on a makeup day should be documented. In addition, the employee may be asked to provide documentation of the appointment to their immediate Supervisor.

7.20 Unpaid Leave of Absence

Full-time employees who are not a part of a collective bargaining agreement may be granted unpaid leave of absence. The City Administrator may grant up to (30) calendar days for any reason that is deemed as sufficient to warrant the requested leave. A leave of absence without pay may be extended by approval of the Personnel Committee for up to an additional sixty (60) calendar days if the Committee determines that an extension would be in the best interest of the City. Under no circumstances will the leave of absence without pay exceed ninety (90) days.

No leave will be approved for the purpose of working for another employer.

Employees requesting a leave of absence must make their request in writing and clearly state, with documentation if applicable, the reason for the request.

Insurance benefits may be suspended and leave accruals will not accrue when the employee is unpaid by the City.

The City may require the employee to provide medical documentation at any time the City deems it necessary. The City may also require a fitness-for-duty exam at any time. Failure to comply with the City’s request for medical documentation and/or a fitness-for-duty exam will result in disciplinary action up to and including termination.

The employee must continue to pay the employee share of benefit premiums when on a paid or unpaid leave of absence. Failure to make timely payments will result in termination of coverage.

If after the employee has exhausted all PTO, vacation, and unpaid leave and has not returned to work the employee will be considered terminated.

7.21 Administrative Leave

Non-disciplinary

Administrative leave may be granted by the City Administrator when deemed in the best interest of the City. Circumstances warranting administrative leave are instances when an employee has been involved in a traumatic incident and removal from regular duties is appropriate pending

counseling or other employee assistance, or when a complaint against an employee is of a nature requiring removal from regular duties pending investigation. Placing an employee on administrative leave does not imply a determination that the employee is unfit for work. During an administrative leave, all pay and benefits are continued. When an employee is placed on administrative leave, he/she will receive formal written notification from the City Administrator, or designee.

An employee who is placed on administrative leave from his/her regular duties may be assigned limited or restricted duty.

Pre-disciplinary

An employee may be placed on a paid or unpaid administrative leave pending an internal investigation for employee misconduct, or to protect sensitive information. Based on information presented by a Department Director, the City Administrator must decide whether the continued presence of the employee in the workplace is likely to create a danger to personnel or office operations, or otherwise be disruptive, detrimental to morale or good order, or an embarrassment to the employer.

Where such a risk does not exist, the employee should remain in the workplace.

- Where the risk does exist, but can reasonably be avoided by temporarily reassigning the employee to an available position, Directors should make the effort to do so;
- Where the risk is present and cannot be avoided by reassignment, or where an appropriate position is not available, employee will be placed on administrative leave;

In any instance administrative leave should not exceed 10 consecutive business days unless there are extenuating circumstances.

7.22 Timekeeping

All exempt and non-exempt employees are required to keep accurate and complete records of time worked using the City's online timesheet or other approved timekeeping system. All employees will forward a completed timesheet to their immediate Supervisor for approval at the end of each pay period within one working day. Failure to follow these guidelines could result in missed or inaccurate pay for the period.

7.23 Employee Attendance, Absence Reporting, and Punctuality

Regular attendance, including punctuality, is essential to meeting the City's obligations. It is important to the City that its employees be present to perform their duties as scheduled. Further, it is necessary that tardiness and absences from work be handled in a systematic manner.

An employee who fails to report for work as scheduled, to properly notify the City of an absence, to obtain approval for an absence, or who has excessive absenteeism will be subject to discipline up to and including termination.

An employee who is unable to report for work must call and report the absence/tardy to the Department Director or designee as soon as possible but no later than 30 minutes before the scheduled start of the shift.

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SECTION 8: EMPLOYEE HEALTH AND SAFETY

8.10 Safety

It is the duty of each Department Director to maintain procedures in compliance with the risk management policies. Employees are responsible to be familiar with and follow the risk management policies, safe work procedures, safety rules, and safe working methods. Employees will use all safety equipment required in the performance of the job. Employees shall use equipment properly and report any defects to their immediate Supervisor as soon as practicable but within 24 hours at the latest. It is the duty of all employees to observe and report right away to their immediate Supervisor any unsafe working conditions to enable corrective action to be taken. Any employee who violates this policy will be subject to discipline up to and including termination.

8.11 Driver's License

All employees that are required to operate a City or personal vehicle in the course of their duties shall hold a valid driver's license as a condition of continued employment. The employee must carry the license when operating the vehicle.

No employee shall operate a City vehicle without a valid driver's license. Employees who are required to have a Commercial Driver's License (CDL) shall have a valid, non-expired CDL. All personnel who drive any vehicles for City business must inform their Department Director immediately upon loss of driving privileges (i.e. revocation or suspension of the license).

The City will verify the validity of all employee driver's licenses upon hire and periodically thereafter. If an invalid or expired license is discovered, the City will contact the employee's Department Director or their designee and notify them of the situation. Failure to maintain or carry a required driver's license or CDL, or to notify the City of any revocation or suspension, may result in termination of employment.

8.12 Use of Vehicles for City Business

All traffic and safety rules and regulations must be followed. Excessive speeds, disregard of traffic control signals, careless use of any vehicles, construction equipment, mobile equipment, and the use of any cell/smart phone while driving, will result in disciplinary action up to and including termination.

Employees shall not use City vehicles for anything but City work, and then only when assigned, unless special permission is granted by a Department Director or their designee.

No employee shall allow any unauthorized persons to ride in/on City vehicles unless special permission is granted by a Department Director or their designee.

Unauthorized persons are those who are not City elected officials, department personnel, or those on official (authorized) City business.

No employee shall use personal vehicles or equipment for official purposes unless authorized to do so by the Department Director.

Any employee using a personal vehicle for City business must maintain insurance coverage on the vehicle and have a current certificate of insurance on file with Human Resources if they are filing for mileage reimbursement.

Prior to using a personal vehicle for City business, the employee must provide proof of insurance by a reasonable insurance company for an amount within minimum policy limits of \$250,000 per person/\$500,000 per accident for bodily injury and \$100,000 per accident in property damage liability per CVMIC's requirements. Employees requesting reimbursement must follow the City's procedures for reimbursement. Car allowance or reimbursement is not available unless the current valid certificate of insurance is on file with Human Resources. An employee who violates this policy is subject to discipline up to and including termination.

8.13 City Equipment

Employees shall use City equipment for its intended purpose, according to established procedures, and shall not abuse, damage, steal, neglect, or wrongfully dispose of or lose City equipment or supplies. No employee shall conceal defective work or deliberately damage property or equipment. No employee shall use City tools, equipment, or supplies for his/her personal benefit or private use.

Employees shall immediately report all damage to or loss of City vehicles and equipment in detail. An employee may be required to replace any property or equipment lost or damaged through negligence or willful misconduct.

8.14 Employee Right to Know: Toxic Substances and Infectious Agents

The City will strictly carry out State law provisions relating to the rights of employees to obtain information on toxic substances and infectious agents present in the workplace.

In addition to providing such information upon request of an employee or an employee's representative, the City Administrator or his/her designees shall provide information concerning toxic substances and infectious agents and provide education and training programs to those employees who may routinely be exposed to toxic substances and infectious agents while at work.

8.15 Smoking

Smoking is regulated by Municipal Code 11.47 and State law. It is unlawful/impermissible to smoke in any City owned building, vehicle, or piece of equipment.

Rules regarding smoking shall apply to employees while they are working for the City and considered on duty.

Department Directors, in consultation with the Facilities Manager and the City Administrator, may designate outdoor smoking areas. Smoking is not to occur outside of designated break and lunch periods, and this provision includes employees who work predominantly outdoors.

Reference: City of Oak Creek Municipal Code 11.47

8.16 Alcohol and Drug-Free Workplace

The Drug-Free Workplace Act of 1988 requires some federal contractors and all federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a federal agency.

The City provides a safe, healthy, and productive workplace where all employees strive to provide excellent service to the community. Since the use of alcohol and/or drugs jeopardizes the safety and productivity of the user, as well as his/her fellow employees, the City will strive to maintain an alcohol and drug-free workplace. Further, the City shall comply with the federal Drug-Free Workplace Act of 1988.

In order to comply with provisions of the federal program and as well as the City's policy to provide an alcohol and drug-free workplace, the manufacturing, distributing, dispensing, possessing, or using of controlled substances and associated paraphernalia as well as reporting for work with alcohol or drugs in the employee's system is prohibited. This also includes the misuse or abuse of prescription drugs, attempting to enter or being in the workplace with alcohol, drugs, or controlled substances in the employee's system.

For the purpose of this policy, the workplace is defined as entry upon or presence on City property, any worksite throughout the City, including the parking lot, driveway, or any other City premises or worksite. This includes City vehicles and any private vehicles parked on City premises or worksites.

Any violation of this policy, or outside involvement in illegal drug activities leading to arrest and resulting in anything other than a "not guilty" verdict, will cause disciplinary action to be taken up to and including termination.

8.17 Reporting Violations / Convictions

Any employee convicted of violating a criminal drug statute must inform the City of such conviction (including pleas of "No Contest") within five (5) working days of the conviction as required by the federal Drug-Free Workplace Act of 1988. Failure to inform the City subjects the employee to disciplinary action up to and including termination for the first offense. The City reserves the right, at its sole discretion, to offer employees convicted of violating a criminal drug statute participation in an approved rehabilitation or drug abuse assistance program as part of the disciplinary process. If such a program is offered and accepted, the employee must satisfactorily participate in the program as a condition of continued employment.

This policy is not intended to cover, and should not be regarded as covering, every possible situation that could occur. It does, however, put forth the City's intent, and a foundation from

which to work. Unique and/or unusual circumstances that do come up will be dealt with on an individual basis.

8.18 Drug Testing: Reasonable Suspicion

City employees are subject to pre-employment, post-accident, and reasonable suspicion drug testing procedures as described in the applicable Alcohol and Substance Abuse Testing Procedures; and as required by law.

Reference: 8.18 Non-Dot- Regulated Employee Alcohol Misuse Prevention and Anti-Drug Policy

8.19 Violence in the Workplace

The City is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the City has adopted the following guidelines to deal with workplace violence committed by or against employees. It strictly prohibits employees from making threats (whether vague, direct, or indirect), possession, use, or threat of use, of any weapon in the workplace, or engaging in violent acts.

Workplace violence does not include the use of reasonable force in defense of oneself or others.

The City will discipline or terminate any employee found to have violated this policy.

8.19.1 Restraining Orders

Employees who are seeking or have obtained restraining orders or injunctions against abusive persons should notify their Department Director or designee so that appropriate measures can be taken. When an injunction or restraining order lists City facilities as being protected areas, employees must provide their Department Director or designee with a copy of any injunction or restraining order which is granted, and a copy of any injunction or restraining order which is made permanent.

All suspicious individuals or activities must also be reported as soon as possible to a Supervisor. No employee should place himself/herself in peril.

8.19.2 Weapon Defined

Weapon means any device which is designed, used, or intended to be used in a manner that is calculated and likely to produce property damage, personal injury, or death. Except to the extent allowed by law or position (sworn law enforcement officials), firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on the premises.

8.19.3 Incident Reporting

Employees should notify their Department Director or their designee whenever they have witnessed, experienced, or become aware of any act or threat of workplace violence. As an alternative means of reporting acts of threats of violence, an employee may report such incidents of workplace violence to their Department Director, any Supervisor, the City Administrator, or Human Resources.

Supervisors receiving employee reports of workplace violence, or who have knowledge of a situation, should report such information to their Department Director. The Department Director should verbally inform the City Administrator. If necessary the City Administrator may direct Human Resources or a designee to complete an incident report or investigation.

At a minimum the following information should be documented:

1. *Who* witnessed the threat, who was the intended target of the threat, and who made the threat;
2. Describe *what* happen exactly, do not interject opinions or subjectivity; only list the facts that were actually observed or relayed by a witness;
3. Make sure to include *when* this threat happened, give the date and time if possible;
4. State *where* the threat occurred in a public space, in a private space or on social media;
5. You might not know the exact reasons *why* the threat occurred. If you do not know the facts do not guess, just state as unknown as to why it happened.

The City will promptly and thoroughly investigate all reports of threats of (or actual) violence and suspicious individuals or activities. The identity of the individual making a report will be protected as much as practical. To maintain workplace safety and the integrity of its investigation, the City may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that violates these guidelines will be subject to prompt disciplinary action up to and including termination of employment. The City encourages employees to bring their disputes or differences with other employees to the attention of their Department Director or Human Resources before the situation escalates into potential violence. The City is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

*Reference: City of Oak Creek Municipal Code:
Section 11.21 Carrying Concealed Weapons Prohibited
Section 11.38 Prohibition against carrying weapons and firearms within City buildings and City facilities
Section 11.39 Prohibition against city employees carrying weapons and firearms*

8.20 Accident Reporting

It is essential that all accidents occurring during work hours concerning employees or members of the public, and any casualty losses, be reported promptly to the Department Director or their designee and Human Resources. Accidents shall be reported in accordance with established City procedures for accident reporting.

8.21 Worker's Compensation

Employees are covered by worker's compensation insurance if injured on the job. The City complies with all requirements and pays benefits as required by State law. In addition to worker's compensation benefits, the City may provide supplemental benefits. An employee may be provided supplemental benefits to an amount that would equal the employee's regular take-home pay prior to their worker's compensation incident. This supplemental pay may be provided if no dispute over causation or duration of the worker's compensation claim exists. If a dispute exists, the supplement payments may cease at the discretion of the City Administrator.

When an employee is injured on the job, regardless of how minor it seems at the time of injury, a First Report of Injury is required to be prepared and submitted to the employee's immediate Supervisor as soon as practicable, or within 24 hours, where necessary.

Although the City has a preferred medical provider, an injured employee may seek medical treatment through a medical provider of their choice when necessary. Preferred provider information is available in each City building or by contacting Human Resources. Employees are responsible for providing their immediate Supervisor with all information related to medical treatment including, but not limited to: medical releases, work status reports, future doctor and physical therapy appointments, tests, etc. Notice of scheduled appointments must be provided within 24 hours of scheduling. Information regarding medical treatment must be provided within 24 hours of treatment.

Should the employee's medical provider recommend light or restricted duty, every effort will be made to accommodate those restrictions, provided there is work available within those restrictions. It is possible that there may be times when no light duty work is available.

An injured employee who is not working due to their injury, or who is on light duty, is not eligible to work overtime hours unless the medical provider approves working more than the employee's normal daily work hours, and any overtime hours are specifically approved by the Department Director.

The City reserves the right to seek a medical evaluation, at the City's expense, of any condition claimed to cause an employee to be unable to perform the essential functions of their job. If the medical evaluation ordered by the City is found to conflict with that of the employee's treating physician and allows the employee to return to work, with or without restrictions, the City's medical evaluation shall prevail. If the employee refuses to return to work, the employee's workers compensation benefits will cease. Any employee disputing a decision of the City's worker's compensation carrier or a decision of the City has the right to request a hearing before the State of Wisconsin Department of Workforce Development.

The employee must continue to pay their regular contributions toward their benefits. Payments must be made by the 25th day of the month prior to coverage.

8.22 Light Duty

Temporary light duty is encouraged and allows employees who are unable to carry out their normal assignments the opportunity to participate in City operations. Light duty may be made

available in accordance with departmental and/or City needs and the restrictions assigned to the employee by their treating physician. This is not intended to provide long-term employment; it is subject to departmental needs and written medical evaluations.

While on light duty, the employee will not be assigned duties they are not medically or physically able to perform. Assigned duties shall not interfere with the employee's recovery. Assignment to light duty shall not affect an employee's pay classification, pay increases, promotions, retirement, or other benefits. An employee may be allowed to perform light duty if all the following conditions exist:

- A physician has released the employee to perform light duty;
- To return from a duty-incurred injury, an Attending Physician's Return to Work Recommendations Form must be filled out by a physician and returned to their immediate Supervisor prior to the employee's return to work;
- To return to work from a non-duty incurred injury, a return to work slip detailing a full release, or any restrictions, must be provided to the Department Director or their designee prior to the employee's return to work;
- The condition limiting the ability to do normally-assigned work is of limited duration;
- The Department Director in conjunction with the Human Resources Manager determines there is productive light duty work available;
- The assignment is approved in advance by the Department Director or their designee;
- Availability of light duty will be re-evaluated by the Department Director on a weekly basis;
- Employees on light duty because of a duty-incurred injury have priority to any available light duty assignments;
- Employees on light duty may be permitted to wear civilian clothing (if a uniform is normally worn) depending on the assignment and with the permission of the Department Director.

8.23 Emergency Conditions and Assignments

When problems arise such as storms, power failures; or when heating, cooling or ventilating equipment failures occur; or upon declaration by the City Administrator or Mayor that an emergency condition exists that affects the ability of City employees to perform their routine functions, time lost from a working day may be compensated by using PTO or accrued compensatory time. When an employee has no accrued time, the employee shall not be paid for the lost hours.

City personnel, as directed by their Department Director or by emergency authority, will report for assignments during major emergencies (civil defense, natural or manmade disasters) at the appointed time and place despite the severity of the weather or other conditions.

8.24 Emergency Action Plan

The City is committed to providing a safe and healthy work environment for all our employees. To ensure the safe, orderly, and rapid evacuation, protection, and accounting of all employees and customers, all employees are required to become familiar with the Emergency Action Plan specific to the employee's work location.

All new employees will receive a copy of the Emergency Action Plan as a part of the initial employment orientation and at other times as appropriate and necessary.

SECTION 9: DISCIPLINE POLICY

9.10 Progressive Discipline / Termination Procedures

It shall be the policy of the City to administer discipline fairly, reasonably, and impartially.

Disciplinary action is not primarily intended to be punitive, but rather to maintain the efficiency and integrity of City service. The nature and severity of the offense and the employee's prior record shall be considered.

The Department Directors or their designated supervisory personnel, in the exercise of their responsibilities, have the right to counsel, reprimand, and suspend, with prior notification to the Human Resources Manager. The Department Directors in the exercise of their responsibilities have the right to effectively recommend termination, with concurrence of the City Administrator. Employees covered under Wisconsin State Statute § 62.13 shall be governed by those standards and procedures.

An employee cannot be disciplined more than once for a single act. However, in considering discipline for successive offense(s), past disciplinary action may be considered in deciding the penalty.

An important consideration of any corrective action is that the action be appropriate to the nature of the offense and the totality of the employee's record. The disciplinary process shall be generally viewed as a progressive process designed to correct employee behavior problems. The forms of disciplinary action outlined in this section may be taken as corrective measures depending upon the nature of the offense.

If problems with performance cannot be resolved informally, there is a four-step disciplinary process that may be followed. There may be circumstances when one or more steps are bypassed. Certain types of conduct are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The City reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

Note: In certain situations, administrative approval may be obtained to place an employee on administrative leave with pay until a decision is made concerning the appropriate response and/or corrective action.

Step 1 - Verbal Warning

The verbal warning is a conversation between the Department Director or their designee and an employee. During this meeting, the problem is identified along with performance expectations. At this time, the employee is asked to make a commitment to resolve the problem. A memo or email summarizing the discussion will be placed in the employee's departmental or personnel file and a copy will be given to the employee.

Step 2 - Written Reprimand

If the employee fails to meet the commitment given in the verbal warning, the Department Director or their designee and the employee will meet again to discuss why the performance objective has

not been met. The employee will receive notification of the written reprimand being given and its relationship to the disciplinary process and must sign the reprimand. A copy of the written reprimand and support material will be placed in the employee's personnel file along with any rebuttal.

Step 3 – Suspension

Immediate Suspension

An immediate suspension order may be issued by a Department Director or their designee up to two (2) working days when there is a possibility of violence, disruption of work (including insubordination), damage to property or persons, imminent threat to safety, or an employee appears under the apparent influence of an intoxicant or controlled substance or other similar circumstances.

Following an immediate suspension, the Department Director or their designee will prepare a detailed account of the circumstances that caused the suspension action and list the names of other personnel who witnessed the situation. Within the period of the immediate suspension, the Department Director shall consult with the Human Resources Manager regarding the suspension.

Suspension

The Department Director, after consulting with the Human Resources Manager, will prepare a letter to the employee specifically stating the reasons for the suspension and the duration of the suspension. A copy of the suspension notice and support material will be placed in the employee's personnel file along with any rebuttal.

Step 4 – Involuntary Separation (termination of employment)

When an employee, by behavior or performance, evidences to his/her Department Director or Human Resources Manager that disciplinary action, other than a warning, written reprimand, or suspension, is necessary, the Department Director or Human Resources Manager will prepare specifically and in detail a statement of the reasons why termination should occur. The Department Director and/or Human Resources Manager will gain the concurrence of the City Administrator prior to issuing a letter of termination.

9.11 Employee Complaint (Grievance) Criteria

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline, and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5), Wis. Stats. An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, the following definitions apply:

Workplace safety

Is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

Employee discipline

All levels of progressive discipline, but shall not include the following items:

- Placing an employee on paid administrative leave pending an internal investigation;

- Performance discussions, counseling, coaching, meetings, or other pre-disciplinary action;
- Actions taken to address work performance, including use of a performance appraisal, performance improvement plan or job targets;
- Demotion, transfer, or change in job assignment; or
- Other personnel actions taken by the employer that are not a form of progressive discipline.

Employee termination

Includes action taken by the employer to terminate an individual's employment for misconduct performance reasons, but shall not include the following personnel actions:

- Voluntary quit;
- Layoff for budgetary purposes or failure to be recalled from layoff at the expiration of the recall period;
- Retirement;
- Job abandonment;
- No-call, No-show;
- Other failures to report to work;
- Termination of employment due to medical condition;
- Lack of qualification or license, or other inability to perform job duties.

9.12 Informal grievance resolution

The employee must discuss any grievance related to discipline or workplace safety with the employee's Department Director or their designee prior to filing a formal written grievance in order to informally resolve the issue. This discussion must occur within five days of when the employee knew or should have known of the events leading to the grievance. Grievances related to termination may proceed straight to the Formal Grievance Procedure.

9.13 Formal grievance submission

The employee must file a written grievance in accordance with this policy. The written grievance must contain:

- a. Name of grievant;
- b. A statement of the pertinent facts surrounding the nature of the grievance;
- c. The date the alleged incident occurred;
- d. The work rule or policy allegedly violated including any safety rule alleged to have been violated, if applicable;

- e. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion; and
- f. The specific requested remedy.

9.14 Steps of the Grievance Procedure

Step 1 - Written Grievance Filed with the Department Director

The employee shall file a written grievance with the Department Director within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Director or their designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, in writing, within ten (10) business days of receipt of the grievance. The Department Director may extend the time to investigate the facts giving rise to the grievance for an additional five (5) business days upon notice to the employee that the investigation is not completed, and shall inform the employee of his/her decision in writing within the additional five (5) business days.

In the event the grievance involves the Department Director, the employee may initially file the grievance with the Human Resources Manager, who shall conduct the Step 1 investigation.

Step 2 - Review by City Administrator

If the employee disagrees with the decision of the Department Director, the employee may appeal the grievance to the City Administrator in writing within five (5) business days of the receipt of the decision of the Department Director at Step 1. The City Administrator will review the matter and inform the employee of his/her decision within ten (10) business days of receipt of the grievance. The City Administrator may extend the time to investigate the facts giving rise to the grievance for an additional five (5) business days upon notice to the employee that the investigation is not completed, and shall inform the employee of his/her decision in writing within the additional five (5) business days.

Step 3 - Impartial Hearing Officer

If the grievance is not settled at Step 2, the employee may request in writing, within five (5) business days following receipt of the City Administrator's decision, a request for written review by an impartial hearing officer. The City shall select the impartial hearing officer. The hearing officer shall not be a City employee. The grievant shall have the burden of proof. The impartial hearing officer will determine whether the City acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the grievance may be decided based on a submission of written documents. The impartial hearing officer will notify the employee in writing that the grievance will be decided upon the submission of written documentation. The impartial hearing officer shall prepare a written decision within 30 days of the completion of the hearing or within 30 days of the date the impartial hearing officer notifies the employee that the hearing is not necessary. The impartial hearing officer shall serve the employee with a copy of the decision and file the original decision with the City Administrator.

Step 4 - Review by the Governing Body

If the grievance is not resolved after Step 3, the employee or the City Administrator may, within five (5) business days of receipt of the written decision from the hearing officer, request a written review by the Governing Body. The review by the Governing Body shall be on the record. The Governing Body shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary and capricious decision based on a review of the record before the hearing officer. The matter will be scheduled for the Governing Body's next regular meeting. The Governing Body will inform the employee of its findings and decision in writing within ten (10) business days of the Governing Body's meeting. The Governing Body shall decide the matter by a majority vote of the members of the Governing Body present, and this decision shall be final and binding.

9.15 Time Limits

Failure of the employee to comply with the time limits herein shall result in dismissal of the grievance. The City may extend the time limits for response set forth herein. However, after the policy time limit has expired, the employee may request that the grievance be advanced to the next level. If the employee makes such a request, the grievance shall be considered denied at that level.

If it is impossible to comply with the deadlines due to meeting notice requirements for the Governing Body, the grievance will be reviewed at the next regularly scheduled meeting date. An employee must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time (vacation, comp time etc.) to be paid for time spent processing his/her grievance through the various steps of the grievance procedure.

SECTION 10: SEPARATION POLICIES

10.10 Employee Resignation / Retirement

In all cases of voluntary separation (one initiated by the employee), employees are asked to provide a written notice to their Department Director and Human Resources at least 10 working days in advance of the last day of work. The 10 days must be actual working days. Holidays and PTO will not be counted toward the 10-day notice. Your last day of earnings will serve as your official separation date. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

Employees who are ending employment with the City will be invited to complete an exit interview with Human Resources that documents the reason for leaving and provides an opportunity to share comments and suggestions for the organization's improvement.

Department Directors or their designee must collect and turn-in all badges, credit cards, keys, access cards, uniforms, City issued equipment and supplies by the employee's last day of work.

An employee who has used PTO, which was advanced before being earned, will repay the City for all advanced time. Any unused hours that the employee has earned will be paid on the employee's last payroll.

A payroll deduction may be made to cover the cost of City property that is not returned or damaged.

SECTION 11: ACKNOWLEDGEMENT OF RECEIPT

11.10 Employee Copy

EMPLOYEE ACKNOWLEDGEMENT

If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee’s home address.

I, _____, hereby acknowledge receipt of the City of Oak Creek Personnel Manual on _____. I understand that the Manual has been developed for general guidance of employees and that it is my responsibility to read and acquire an understanding of the information contained in the Manual. I have been advised that the Human Resources Manager is available to answer any questions I may have concerning the Manual or any City policies, benefits and/or procedures. Furthermore, I acknowledge that none of the statements, policies, procedures, rules, or regulations contained herein constitute a guarantee of employment, a guarantee of any other right or benefit or a contract of employment expressed or implied. The procedures and rules described in the Manual can be unilaterally changed at any time.

I acknowledge that employees of the City are employees “at will.” This means that either the City or the employee may terminate the employee’s employment at any time for any reason, with or without cause and with or without notice. No person employed by the City has authority to enter into an agreement with any employee for employment for a specific period. Any such agreement must be in writing and approved by the City Administrator.

Further, these policies do not supplant State or Federal law, City ordinances, or union agreements. If there is a conflict, the State or Federal law, City ordinance, or Union agreements will prevail.

Employee Signature

Date

Employee Name (Print Legibly)

11.11 Employer Copy

EMPLOYEE ACKNOWLEDGEMENT

I, _____, hereby acknowledge receipt of the City of Oak Creek Personnel Manual on _____. I understand that the Manual has been developed for general guidance of employees and that it is my responsibility to read and acquire an understanding of the information contained in the Manual. I have been advised that the Human Resources Manager is available to answer any questions I may have concerning the Manual or any City policies, benefits and/or procedures. Furthermore, I acknowledge that none of the statements, policies, procedures, rules, or regulations contained herein constitute a guarantee of employment, a guarantee of any other right or benefit or a contract of employment expressed or implied. The procedures and rules described in the Manual can be unilaterally changed at any time.

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Further, these policies do not supplant State or Federal law, City ordinances, or union agreements. If there is a conflict, the State or Federal law, City ordinance, or Union agreements will prevail.

Employee Signature

Date

Employee Name (Print Legibly)



OAKCREEK
— WISCONSIN —

8040 S. 6TH STREET
OAK CREEK, WI 53154
OAKCREEKWI.ORG



Meeting Date: July 7, 2020

Item No. 10

COMMON COUNCIL REPORT

Informational: Joint City/School District Recreation Platform Concept

Fiscal Impact: Not available at this preliminary stage of discussion

Critical Success Factor(s):

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

Background:

The City's 2017-2020 SAP espouses the following goal under the "Inspired, Aligned, and Proactive City Leadership" Critical Success Factor: "Convene discussions and examine partnerships with other stakeholders regarding shared services, cooperative programming, and alignment of resources", with a specific objective to "establish a shared services implementation plan with OCFJSD".

The pending retirement of Mary Jane Trate, Recreation Supervisor, represents an opportunity to chart a different pathway forward for our City recreation services. Per the SAP goals above, the City Administrator's Office has exchanged several ideas with School District administrators for shared programming and resource alignment over the past several years. One item of significant potential is to join resources for community recreation programming.

The attached "Thought Primer" document lays out a foundation for how a joint community recreation platform could work. We will collectively review and discuss those tenants. At this point, the staff is only seeking direction from Council on whether it wishes staff to further investigate the concept and work out details of such an arrangement.

It is important to note that collaboration, at a minimum, and even spearheading of community recreation on the part of School Districts, is very common in southeast Wisconsin; less so in other, more rural parts of the State. The City of Oak Creek would not be breaking new territory should a joint platform come to fruition. This partnership is a great way to use taxpayer dollars more efficiently once worked out in the correct manner.

At its June 22 Board meeting, the School Board met to discuss this concept. The School Board authorized staff to move discussions forward pending the outcome of this July 7 Common Council meeting. Additionally, following Council's direction, staff will attend the next Parks, Recreation, and Forestry Commission meeting to apprise of the potential partnership and take the Commission's questions and ideas.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Thought Primer on a Collaborative City/School District Community Recreation Platform



OAKCREEK
— WISCONSIN —



THOUGHT PRIMER ON A COLLABORATIVE CITY/SCHOOL DISTRICT COMMUNITY RECREATION PLATFORM

July 2020

- The community has become confused as to which entity offers which programming, where to register, and there exists overlap of program offerings. The current situation is one of competition for the school-aged constituency;
- The City and School District believe a joint recreation platform will experience efficiency in program implementation and, in turn, will yield financial savings for taxpayers;
- The City seeks a collaborative and co-branded partnership with the School District to continue and enhance recreation programming (“Oak Creek Community Education and Recreation”). City does not seek a total divestment (financially or decision-making) of a City recreation program via the School District simply assuming community recreation services;
- There must be some joint level of representation for determining program offerings and fees. City envisions an advisory committee consisting School Board members, Common Council members, respective staff, and with some citizens-at-large representation. The parties may utilize the existing Parks, Rec & Forestry Committee, but that may require a change in the City’s ordinances to effect the representation envisioned;
- Joint programming would need to accommodate all ages. There is a specific objective in City’s Strategic Action Plan to grow opportunities for older adults to recreate/socialize (i.e. a “cradle to grave” recreation platform);
- Joint Programming should resemble a balance of “education” and traditional “recreation” such as sports and other physical well-being;
- Community recreation would need to accommodate population in home-school or private school arrangements. Similarly, it is understood that “residents” for the purposes of establishing program fees, necessarily include the residents of Franklin that comprise the OCFJSD, which equate to something less than 5% of student enrollment;
- Parties acknowledge the existing City recreation staff are tremendous assets in making the new joint platform successful. Where possible, parties would like to retain certain existing part-time personnel (currently in the City Rec Department) as SD employees, but it is understood the roles may necessarily change in scope, and that not all positions will be needed. Parties also desire to continue to utilize the many City program “instructors” to the maximum extent practical;

- Various City parks/facilities and City Hall could accommodate certain programs in a joint platform as they presently do;
- Parties should incorporate the details of the current MOU (revisions under consideration) to capture facilities maintenance components or at minimum finalize this at the same time under a separate agreement;
- Responsibilities of the City: (to be discussed)
 - Provide appointees to the joint advisory committee;
 - Provide a pre-determined level of levy support to joint program;
 - Make City facilities available for use to accommodate joint programs and activities;
 - Others as identified and agreed upon.
- Responsibilities of the School District: (to be discussed)
 - Provide appointees to the joint advisory committee;
 - Serve as Lead Agent of joint program responsible for hiring, evaluating, supervising and terminating staff, and provide payroll administration and services for the joint program;
 - Seek, on at least a quarterly basis, the advice of the joint advisory committee on matters related to the operation and administration of the joint program;
 - Provide an annual report to the City Common Council as programs/activities offered, participation in, and finances of, the joint program;
 - Others as identified and agreed upon.

DISCLAIMER: This initial brainstorming of potential framework has not been discussed with the OC Common Council, and should not constitute a formal endorsement by the governing body. For discussion purposes only.

COMMON COUNCIL REPORT

Item: Wisconsin Election Commission - CARES Subgrant Agreement

Recommendation: That the Common Council authorize the City Clerk to enter into agreement to obtain subgrant funds for costs incurred due to COVID-19.

Fiscal Impact: This agreement allows for a potential \$20,669 to be recovered for funds spent on COVID-19 costs to manage elections.

Critical Success Factor(s):

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

Background: The Federal 2020 HAVA Coronavirus Aid, Relief and Economic Security (CARES) Subgrant program allocates funds solely for costs incurred due to the pandemic affecting the 2020 federal elections. The CARES Act allows grant funds for additional costs associated with the national emergency and are to be spent "to prevent, prepare for, and respond to coronavirus, domestically or interationally, for the 2020 Federal election cycle".

The City Clerk will be responsible for tracking and reporting funds. The expenditure period is 1/20/2020 - 11/30/2020. Any unused funds will be returned by 12/15/2020.

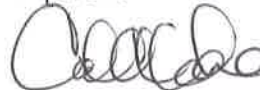
Options/Alternatives:

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Catherine A. Roeske, CMC/WCMC
City Clerk

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: WEC CARES Subgrant Agreement



Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

2020 HAVA CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) SUBGRANT PROGRAM

WEC CARES SUBGRANT AGREEMENT, TERMS AND CERTIFICATION

The purpose of this agreement is to certify that my jurisdiction will use the CARES Subgrant funds solely for costs incurred due to the pandemic affecting the 2020 federal elections and in accordance with the Code of Federal Regulations (CFR) Title 2, and the Wisconsin Election Commission's (the Commission's) documentation retention and reporting requirements.

I. ALLOWABLE USES

Purpose and Use of Funds. The CARES Act makes clear that grant funds are for ADDITIONAL costs associated with the national emergency related to coronavirus and are to be spent *"to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle."* Additional costs are those incurred outside of the jurisdiction's budgeted costs for the 2020 federal elections or those costs that are solely incurred due to the pandemic. For the purpose of this subgrant, those allowable uses span the period **January 20, 2020 through November 30, 2020** and include the seven following categories:

1. ADDITIONAL BALLOT SUPPLIES, PRINTING, AND POSTAGE COSTS for higher levels of absentee or vote by mail processes, including printers, scanners, and envelope openers costing less than \$5000 per unit.
2. ADDITIONAL CLEANING SUPPLIES, CLEANING SERVICES AND PROTECTIVE EQUIPMENT including additional disinfectants, wipes, paper towels, deep cleaning services for polling places pre- and post-election, masks, gloves, gowns, face shields, plexiglass, thermometers and other equipment for staff and poll workers' virus protection for in-person absentee voting sites, election day polling places and absentee central-count locations.
3. ADDITIONAL STAFFING FOR PROCESSING of higher levels of absentee ballot requests and absentee ballot tabulation, as expanded hours, overtime, Hazard Pay and associated benefits costs for election staff and poll workers or unbudgeted temporary election staff or poll workers and for additional staffing for cleaning polling locations and creating other protective measures.
4. ADDITIONAL MAILINGS FOR PUBLIC COMMUNICATION of changes in registration, absentee ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process.

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

5. ADDITIONAL ABSENTEE DROP-BOXES, installation, and security.
6. ADDITIONAL SPACE LEASING for new polling places when existing sites are closed or relocated due to the pandemic.
7. ACQUISITION OF ADDITIONAL EQUIPMENT necessary to process the higher volume of absentee ballots. This includes new automated letter opening equipment, paper folding machines, high speed or central count tabulators, and mobile IT equipment. (This "Equipment" category defined as costing equal or greater than \$5000 per unit. Equipment costs less than \$5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies. Additional reporting and documentation are required for allowable equipment purchases as outlined in the below referenced CFR sections.)
Per the Code of Federal Regulations, Title 2 (2 CFR) §200.33:
"Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies."

II. DOCUMENTATION, AUDIT, AND REPORTING

DOCUMENTATION: The receiving jurisdiction must maintain all documentation of purchases made using subgrant funds provided by this subgrant until December 31, 2024. Documentation includes receipts, invoices, payroll reports, etc. and notations to document that claimed expenditures are due to the pandemic.

A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. Such original purchasing documentation and inventory lists shall be retained by the receiving jurisdiction until the WEC authorizes destruction of said records.

AUDIT: All subgrant funds are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws.

Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a municipality under the subgrant, the municipality shall repay the amount of the subgrant to the Commission.

REPORTING: September 15, 2020 and December 1, 2020. A Check-In is due September 15, 2020 that covers the period of January 20, 2020 – September 1, 2020. The final report is due December 1, 2020, covering January 20, 2020 – November 30, 2020. By those two deadlines, all receiving jurisdictions must complete and submit to the Commission the WEC CARES Subgrant Expenditures Reporting template for the corresponding period reporting the total pandemic-related election expenditures claimed in the seven categories listed below and detailed above:

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

1. **Ballots/Ballot Supplies/Printing/Postage**
2. **Cleaning Supplies & Services / Protective Equipment**
3. **Additional Staffing**
4. **Public Communications**
5. **Absentee Ballot Drop-Boxes**
6. **Additional Leasing**
7. **Equipment**

III. TIMELINES

- **EXPENDITURE PERIOD:** January 20, 2020 – November 30, 2020. Allowable expenses must have been incurred between January 20, 2020 through November 30, 2020. All bills/invoices do NOT have to be paid by November 30, 2020, but the expenses need to be incurred by that date to qualify under the subgrant.
- **SUBGRANT AGREEMENT RETURN DEADLINE:** September 1, 2020. The Commission will expedite the disbursement of funds as the agreements are received. Commission staff will award subgrants as a \$200 base subgrant plus an additional \$1.10 per registered voter as of June 1, 2020. Subgrant allocation is within the sole discretion of the Commission staff administering the subgrant program. Subgrant funds may be received through electronic transfer to a jurisdiction's shared revenues account (if available) or a physical check may be sent to a jurisdiction's shared revenues location. For questions related to the processing of subgrant checks, please contact the Commission's financial team via the WEC Help Desk at (608) 261-2028 or elections.finance@wi.gov
- **PANDEMIC EXPENDITURE REPORTING DEADLINES:** Check-In September 15, 2020 and Final Report December 1, 2020. The jurisdiction's final report of all sufficiently documented pandemic expenditures in the seven categories listed in Section II of this agreement, is due December 1, 2020. This deadline allows the Commission's financial staff to meet its federal grant reporting deadlines, therefore it is important for jurisdictions to file the final expenditure report on time. The Commission will provide to participating jurisdictions a template report, and the jurisdiction will fill in the seven total expenditure amounts for the seven categories in Section II of this agreement. This is an important deadline. If a report is not received by December 1, 2020, the jurisdiction may be required to return all subgrant funds received. The same report is to be used for the September 15, 2020 Check-In but covering the period of January 20, 2020 – September 1, 2020.
- **RETURN OF UNUSED FUNDS:** December 15, 2020. Jurisdictions must return any unused subgrant funds by December 15, 2020. Also, if a jurisdiction fails to submit a Pandemic Expenditure Report by December 1, 2020, the jurisdiction may be required to return all subgrant funds received.

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

IV. CERTIFICATIONS

Federal and State law require jurisdictions receiving subgrants to certify that they will comply with the terms of the subgrant. By signing and returning this agreement, your jurisdiction certifies the following:

- As the receiving jurisdiction, we certify that we will solely use the WEC CARES Subgrant funds for costs incurred due to the pandemic affecting the 2020 federal elections.
- As the receiving jurisdiction, we certify that we do or will have the necessary processes and systems in place to comply with the reporting requirements.
- As the receiving jurisdiction, we will maintain all documentation of purchases made using subgrant funds provided in this subgrant until December 31, 2024.
- As the receiving jurisdiction, we will return any unused funds by December 15, 2020.
- As the receiving jurisdiction, by September 15, 2020 and December 1, 2020 we will submit to the Commission a simple report of the total expenditures in the seven categories detailed above: 1. Ballots/Ballot Supplies/Printing/Postage, 2. Cleaning/PPE, 3. Staffing, 4. Public Communications, 5. Absentee Ballot Drop-Boxes, 6. Space Leasing/Polling Place Relocation, and 7. Equipment.
- As the receiving jurisdiction, we further certify that we will follow all state and federal laws, including adherence to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) found here: (<https://www.govinfo.gov/app/collection/cfr/2019/>)

V. SIGNATURE

Please enter your name and the date of certification below to certify the above and *return via your official email* address to elections.finance@wi.gov.

Receiving Jurisdiction's Name and County _____

Signature _____ Date _____

(Authorized Representative of Jurisdiction)

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

COMMON COUNCIL REPORT**Item:** Replace Fuel Management System**Recommendation:** To approve the purchase of a new TopKat fuel management system from Walt's Petroleum in the amount of \$11,264.24.**Fiscal Impact:** The money for this fuel system equipment would come from the 2020 CIP Capital Project.**Critical Success Factor(s):**
 Vibrant and Diverse Cultural Opportunities
 Thoughtful Development and Prosperous Economy
 Safe, Welcoming, and Engaged Community
 Inspired, Aligned, and Proactive City Leadership
 Financial Stability
 Quality Infrastructure, Amenities, and Services
 Not Applicable

Background: The Public Works Department received pricing from three different vendors for comparable equipment and installation. Our current fuel management system software and hardware is no longer supported by our current computer systems. If the current system were to fail we would be unable to monitor the fuel dispensed and the amount of fuel that remained in the tanks.

This purchase is a 2020 CIP project budgeted for \$18,000.00.

Quoted Price	AMOUNT
Walt's Petroleum	\$11,264.24
Oil Equipment Company	\$12,728.02
Badger Oil Equipment Co.	\$13,500.00

Options/Alternatives:

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Ted Johnson
Director of Public Works

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Vendor quotes.



Keeping You on the Go!

City of Oak Creek Streets Division
800 West Puetz Rd
Oak Creek, WI 53154

Date: April 27, 2020
Proposal #: 200449-TM
REV 1

Attn: Ted Johnson

Thank you for this opportunity to supply the following proposal for your consideration.

Scope of Work:

Remove old Fuel Management system and install new fuel management system.

Gasboy Islander Prime with Pedestal **\$6,889.74**

- Price is based on Sourcewell contract

Fleet Head Office Software (up to 1 site) **\$1940.64**

- Price is based on Sourcewell contract

Gasboy Service Offering (Islander Prime Controller Software Support)-1Year **\$497.64**

- Price is based on Sourcewell contract

Electrical **\$2,000.00**

- Disconnect and remove existing FMS system
- Install and wire new FMS system
 - Islander Prime Pedestal must have 18" separation from the dispensers

OEC Services **\$1,400.00**

- Mobilization
- Project Management
- Construction Services

Project Total **\$12,728.02**

PLUS APPLICABLE TAXES

Notes:

- **Proposal does not include any parts or equipment not listed above. Any additional parts, equipment or labor will be billed on a time and materials basis.**
- **Prices are valid for 20 Days**

Note: Subject to OEC Standard Terms and Conditions

If you have any questions, please feel free to call me at (608) 354-9287.

CORPORATE LOCATION:

4701 Lien Road
Madison, WI 53704
P: 608-249-2881
F: 608-249-3766
800-279-7311

BRANCH OFFICE:

2357 Pamperin Road
Green Bay, WI 54313
P: 920-434-6400
F: 920-434-6464
800-279-7311

BRANCH OFFICE:

755 Larry Court
Waukesha, WI 53186
F: 608-249-3766
800-279-7311

BRANCH OFFICE:

4255 N. Prairie View Road
Chippewa Falls, WI 54729
P: 715-723-5180
F: 715-723-5318
800-279-7311



Sincerely,

Todd Moss

Todd Moss
Oil Equipment Co.

**Ted Johnson
City of Oak Creek**

**Proposal
June 7, 2020**

RE: Fuel Control/Pin Code Reader
(Fleet Head Office Backup)

Ted:

Walt's Petroleum Service appreciates this opportunity to be of service. We look forward to working within your needs and our interpretation of your site and current equipment to provide the best value and quality of installation.

Scope of Work – TopKAT Replacement

- I. Provide the following equipment
 - (1) TopKAT Plus #FL-PEP0-00 (Pin Code) – Electronic Pedestal Mount
 - (1) Fleet Head Office – Cloud Based Backup Service
(Lifetime Helpdesk Support -- All Updates & Training Included)
 - (1) Electrical to re-fit new unit to existing island & re-configure
 - (1) GasBoy Service Offering (TopKAT Controller Software Support-1st Yr)

- II. Labor to remove existing unit and start-up new TopKAT Plus unit.

COST SUMMARY:

• TopKAT #FL-TKPEP0-00	<u>7,655.24</u>
• Electrical / Technical Start-Up	<u>3,610.00</u>
TOTAL	11,264.24 (non-taxable)

- Sourcewell Pricing Program – City of Oak Creek ID# 31007

Please feel free to call me with any questions you may have

Thank you.



Jeff Hanson

Accepted By: _____ Date: _____

Please Sign and Return One Copy



QUOTATION & CONTRACT FORM

27167

BADGER OIL EQUIPMENT CO.

A WISCONSIN CORPORATION
 12030 W. Ripley Avenue, Milwaukee, WI 53226
 Phone 414-258-2777 • FAX 414-258-4705



S O L D T O	NAME	City of Oak Creek
	ADDRESS	800 W Puetz Rd
	CITY STATE	Oak Creek, WI 53154

S H I P T O	NAME	SAME
	ADDRESS	
	CITY STATE	

CUST. ORDER #	SALESMAN Brad	F.O.B.	TERMS Net 10 days	DATE 6-26-20
---------------	------------------	--------	----------------------	-----------------

Attention Of: Ted Johnson **Your Inquiry:** Fuel management system

We are pleased to submit a quotation on our interpretation of your requirements, subject to terms and conditions printed on reverse side of this proposal. This quotation shall become a binding contract when signed by purchaser.

Badger Oil Equipment Co. proposes the following

- Remove existing Gasboy system
- Provide and install One OPW PV 200-Fit 4 with 7" color screen and aluminum construction
- Internal Fuel Site Controller
- 500 Transaction and 1000 card Memory
- Direct pump control for Gasboy 9800 dispensers
- Terminate wiring using existing
- Assist customer in loading card database and OPW Phoenix SQL software
- Multi-level user security
- Provide required factory phone training
- Start up and instruct on the new system

The above for the sum of \$13,500.00

Option: Replace SQL Lite with full SQL software, add \$4475.00

REMOVAL CLAUSE – This quote does not include the handling, transportation, removal or disposal of any contaminants or hazardous waste.

BADGER OIL EQUIPMENT CO.

PURCHASER - Company Name _____

By _____

By _____ Title

By _____ Title

COMMON COUNCIL REPORT

Item: Community Development Block Grant (CDBG) Cooperation Agreement: 2021 - 2023

Recommendation: That the Council adopts Resolution No. 12167-070720, approving and authorizing execution of an agreement with Milwaukee County relative to continued participation in the Community Development Block Grant program for the years 2021-2023.

Fiscal Impact: Approval of this resolution will allow the continued participation of the City as part of the County's administration of the CDBG program. Although the City has not engaged in any recent projects utilizing this program, CDBG funds provide important funding County-wide for programming benefitting low to moderate income residents, many of whom reside in Oak Creek.

Critical Success Factor(s):

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

Background: Milwaukee County administers the Community Development Block Grant Program (CDBG) for the municipalities (excluding Milwaukee, Wauwatosa and West Allis) within the County on behalf of the US Department of Housing and Urban Development (HUD). As part of their administration of the program, the County enters into cooperation agreements with each of the municipalities it serves. This 3-year agreement is for the program years 2021, 2022 and 2023.

Options/Alternatives: Council has the discretion to opt in to the agreement or to opt out, in which case the City would need to participate competitively for funding State-wide and resources offered to Oak Creek low to moderate income residents may no longer be available through CDBG-funded County programs.

Respectfully submitted:

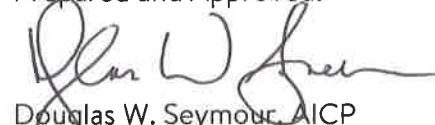


Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Prepared and Approved:



Douglas W. Seymour, AICP
Director of Community Development

RESOLUTION NO. 12167-070720

BY: _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH MILWAUKEE COUNTY RELATIVE TO CONTINUED PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE PROGRAM YEARS 2021, 2022 AND 2023

BE IT RESOLVED that the Cooperation Agreement attached hereto and incorporated herein by reference as though fully set forth by and between Milwaukee County and the City of Oak Creek for continued participation by the City through the County in the Community Development Block Program for the years 2021, 2022 and 2023 be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized and directed to execute said agreement for and on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of July, 2020.

Passed and adopted this 7th day of July, 2020.

President, Common Council

Approved this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____



DEPARTMENT OF HEALTH & HUMAN SERVICES
HOUSING DIVISION

Shakita LaGrant-McClain ♦ Interim Director, Department of Health & Human Services
James Mathy ♦ Executive Director, Housing Division

VIA EMAIL:

June 4, 2020

Mayor Dan Bukiewicz
8640 South Howell Avenue
Oak Creek, WI 53154

Dear Mayor Bukiewicz,

It is time again to renew the Cooperation agreement between Milwaukee County and each of the participating municipalities. The last agreement signed covered years 2018, 2019, and 2020. Obtaining the Urban County designation through this agreement brings approximately \$1,400,000 in CDBG funds and \$1,200,000 in HOME funds to the County annually. The Department of Housing and Urban Development requires a 3-year agreement. The purpose of these funds is to serve low- to moderate-income persons and households, therefore distribution logically should be based on that population.

Please complete the approval of the attached Cooperative Agreement no later than July 17, 2020.

Please go through your required process to get two copies of the enclosed agreement signed by your municipality. Return two signed copies of the agreement and one certified copy of your resolution to:

Milwaukee County CDBG
Attention: Victoria Toliver
600 West Walnut Street, Suite 100
Milwaukee, WI 53212

If you have specific program questions, please contact Victoria L. Toliver at 278-2948 or victoria.toliver@milwaukeecountywi.gov. If your legal counsel has legal questions, please direct them to Attorney Kuglitsch at 278-4289 or paul.kuglitsch@milwaukeecountywi.gov. We look forward to a continued partnership.

Sincerely,

Victoria L. Toliver
Housing Program Manager
Department of Health and Human Services

COOPERATION AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2020, by and between Milwaukee County, Wisconsin, (hereinafter referred to as the "County") and the _____, (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the United States Congress enacted the Housing and Community Development Act of 1974 (P.L. 93-383) as amended, (hereinafter referred to as the "Act") providing Federal assistance for the support of community development activities which are directed toward the specific objectives identified in Section 101 of the Act; and

WHEREAS, the United States Congress also enacted the Cranston-Gonzalez National Affordable Housing Act (P.L. 100-625) as amended, (hereinafter referred to as "NAHA") providing Federal assistance for, among other things, the HOME Investment Partnership program (hereinafter referred to as "HOME") which is intended to increase the number of families served with decent, safe, sanitary, and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, the Act makes possible the allocation of funds to Milwaukee County for the purpose of undertaking only community development program activities identified in Section 105 of the Act; and

WHEREAS, NAHA makes possible the allocation of funds to Milwaukee County for the purpose of undertaking housing programs identified in Section 211 of NAHA; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") for funds authorized under the Act and NAHA; and

WHEREAS, the Act recognizes that the Municipality may enter into cooperation agreements with the County in order to undertake housing and community development activities as authorized in Section 105 of the Act; and

WHEREAS, the County and the Municipality have determined that joint action is an effective way to accomplish the purposes of said Act and NAHA; and

WHEREAS, counties in Wisconsin, pursuant to Wisconsin Statutes Sec. 59.01 and municipalities in Wisconsin, pursuant to Wisconsin Statutes Sec. 66.0301 have the necessary authority to enter into contracts of the type herein contemplated.

NOW, THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between the County and the Municipality as follows:

PROVISIONS:

1. Purpose. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, by means of submitting to HUD a Consolidated Plan and Annual Action Plan for both HUD Community Development Block Grant Funds (“CDBG”) as an Urban County from Federal Fiscal Years 2021, 2022, and 2023 appropriation and from any program income generated from the expenditure of such funds, and HUD HOME funds from appropriations in the same three (3) federal fiscal years and from any program income generated from the expenditure of such funds.

2. Consideration: The Municipality, by the execution of this Agreement, agrees to have its yearly CDBG allocation calculated by a formula using Families in Poverty census data. Both the CDBG and HOME programs use this census factor, and others, to determine yearly allocations for cities, counties and states. The HOME program provides an online tool, the Consortium Builder (see <https://www.hudexchange.info/resource/2450/home-consortia-builder-a-tool-to-estimate-funding/> for more information), that provides guidance on how to combine demographics of member governments for allocation amounts. The County uses the Consortium Builder Tool to determine Urban County member’s allocations. Since the members of the CDBG Urban County are also members of the HOME Participating Jurisdiction, these factors are consistent across both programs.

A Municipality may expend each year’s allocation using one or both of the following options. The Municipality can 1) submit a proposed project(s) for funding consideration, and/or 2) have all or some of its allotment for that year applied to the Home Repair Program. These two options are described in more detail below.

Proposed Project(s): A Municipality must have a proposed project(s) that 1) meets a National Objective of the CDBG Program (Benefit to Low- and Moderate Income Persons, Prevention or Elimination of Slum and Blight, or meeting an Urgent Need); 2) is an eligible activity under the CDBG program; and 3) meets one or more of the Goals and Objectives of the current Consolidated Plan. A Municipality’s allocation may be impacted by past project performance and outcomes, past project compliance with applicable regulations, and compliance with this Cooperation Agreement. The County agrees to include the Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of the Housing and Community Development Act.

Home Repair Program: Since 1976, the Home Repair program has been providing low- and no-interest loans for home repair, including the removal of architectural barriers for disabled low-income homeowners and tenants. Funding for the Home Repair Program is provided by CDBG and HOME funds. The overall intent of the program is to rehabilitate, maintain, and expand the supply of decent, safe and sanitary housing within suburban Milwaukee County. Administrative control is exercised by the Milwaukee County Housing Division with the Home Repair Review Board having final policy-making and loan approval/denial authority. A Municipality may choose to have all or some of its allocation included in that year’s

CDBG funding for the Home Repair Program. An effort would be made to provide assistance under this program to income qualified homeowners/tenants within the Municipality's jurisdiction.

3. Restrictions. Neither the County nor the Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.

4. Term. The term of this Agreement shall be three (3) years commencing the day of execution and continuing through the three (3) entire Program Years 2021, 2022, and 2023 and for such additional time as may be required for the expenditure of program income received and of funds granted through the Act and NAHA to the County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. A municipality executing an Agreement for participation shall not have the opportunity to terminate or withdraw from the Agreement during the period that this Agreement is in effect. This Agreement shall be in effect for three (3) successive years and remain in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the three-year period are expended and the funded activities completed.

5. Obligations.

- a. Milwaukee County and the _____ agree to undertake all actions necessary to assure compliance with Milwaukee County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, provisions of the National Environmental Policy Act of 1969, and other applicable laws. In addition, the Municipality is subject to the same requirements applicable to subrecipients, pursuant to 24 CFR 570.501(b), including the requirement of a written agreement as set forth in 24 CFR 570.503.

The Municipality understands, acknowledges and agrees that non-compliance with any of the provisions above may constitute non-compliance by the County which may provide "cause" for funding sanctions or other remedial actions by HUD. Further, Urban County Community Development funding is prohibited for activities in or in support of any cooperating unit of government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- b. The Municipality shall select at least three (3) action items from the list below to affirmatively further fair housing for the duration of this Agreement. The Municipality shall keep records documenting actions taken to affirmatively

further fair housing and provide an annual report to the County of such actions within fifteen (15) days of the end of the calendar year.

- i. Provide Milwaukee County Housing Division and make available to developers an inventory of developable land that is suitable for affordable, high-density, multi-family housing.
 - ii. Provide a list to the Milwaukee County Housing Division annually of all Tax Incremental Financing (TIF) Districts that will terminate within the next five (5) years and plans to extend the TIF to create affordable multi-family housing.
 - iii. Work with Southeast Wisconsin Regional Plan Commission and/or Metropolitan Milwaukee Fair Housing Council to review and revise ordinances to remove barriers to affordable housing. Zoning ordinances, building ordinances, and fair housing ordinances are examples of the types of ordinances that may impact housing.
 - iv. Make changes to zoning districts to better connect transportation to areas zoned for multi-family housing.
 - v. Work with Milwaukee County Housing Choice Voucher program to identify and outreach to landlords in the Municipality to encourage participation in the Housing Choice Voucher program and provide landlords with fair housing information.
 - vi. Train elected officials serving on the governing board (common council/board of trustees) and volunteers serving on the plan commission, board of appeals, and other bodies impacting housing in fair housing laws and the requirement to affirmatively further fair housing.
 - vii. Train “first point of contact” staff to ensure that persons requesting assistance for possible fair housing violations obtain timely and accurate information from anyone who may answer a phone or field fair housing inquiries from the public.
 - viii. Any other activity listed in the recommendations section of Milwaukee County Analysis of Impediments to Fair Housing (June 2008 edition and any updated Analysis) with approval from the Milwaukee County Housing Division.
- c. Nothing contained in this Agreement shall deprive any Municipality of any power of zoning, development control or other lawful authority that it presently possesses.

- d. Pursuant to HUD regulations, the Municipality may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program.
- e. Pursuant to HUD regulations, the Municipality may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. However, this Agreement does not preclude The County or the Municipality from applying for State HOME funds.
- f. The Municipality attests that it has adopted and is enforcing:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- g. The Municipality must inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.
 - i. Any such program income must be paid to the County, or if the completion of an approved activity should require the use of program income, the Municipality may retain said income upon mutual agreement of the County and the Municipality.
 - ii. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with all CDBG requirements as may then apply.
- h. The Municipality must establish and maintain appropriate record keeping and reporting of any retained program income and make such available to the County in order that the County can meet its monitoring and reporting responsibilities to HUD.
- i. If the Milwaukee County Urban County Community Development program is, at some future date, closed-out, or if the status of the Municipality's participation in the Milwaukee County Urban County Community Development program changes, any program income retained by the Municipality, or received subsequent to the close-out or change in status, shall be paid to the County.
- j. If the Municipality utilizes in whole or in part, funds covered by this Agreement to acquire and/or improve real property which will be within the control of the Municipality, then the following standards shall apply:

- i. The Municipality will notify the County in advance of any modification or change in the use of real property from that planned at the time of the acquisition or improvement, including disposition;
 - ii. The Municipality will, if acquired or improved property is sold or transferred for a use which is not an eligible CDBG activity, reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds); and
 - iii. Program income generated from the disposition or transfer of property acquired and/or improved in whole or in part with CDBG funds prior to or subsequent to the close-out, change of status, or termination of this Cooperation Agreement shall be treated under the provisions of this Agreement concerning program income.
- k. As required by the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76, a local unit of general government may not sell, trade or otherwise transfer all or any portion of the CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

6. Authorization.

- a. The County has executed this Agreement pursuant to action taken by its Board of Supervisors on _____, 20___, Resolution File No. _____ (copy attached).
- b. The Municipality has executed this Agreement pursuant to action taken by its governing body on _____, 20___, by law (copy attached).

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

MUNICIPALITY

Name: _____
Title: _____

Name: _____
Title: _____

MILWAUKEE COUNTY

Director Department of Health and Human Services

Approved:

Approved:

By: _____ Date: _____
County Executive

By: _____ Date: _____
Office of the Comptroller

Approved as to Execution:

By: _____ Date: _____
Corporation Counsel



COMMON COUNCIL REPORT

Item: Ryan Business Park Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 12169-070720, a resolution approving a Maintenance Agreement with Ryan Business Park LLC related to improvements proposed on City parcels within the now developing Ryan Business Park. (5th Aldermanic District).

Fiscal Impact: The City will incur nominal ongoing power costs for lighting of the park improvements.

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: This Maintenance Agreement establishes responsibilities for installation and ongoing maintenance of improvements that are to be installed upon City parcels within the developing Ryan Business Park. There will be a 0.54 acre public "Historical Monument Pocket Park" constructed by the developer (Ryan Business Park LLC), and there will be business park signage installed upon a parcel on which the developer had previously constructed a storm water retention pond and transferred property ownership over to the City.

The Agreement's main points are summarized here:

-Developer will construct the pocket park and maintain the historical monument, landscape plantings, perform snow removal from the paved walkways, and all other maintenance outlined in City codes and ordinances. Developer will also install the business park signage on the retention pond parcel.

-City will be responsible for lighting within the pocket park. The Developer has previously recorded a Storm Management Practices Maintenance Agreement for the retention pond.

Options/Alternatives: The alternative would be to not enter into this agreement. Doing so would effectively end this opportunity the City has to have the pocket park amenity constructed by the Developer.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Michael C. Simmons, PE
City Engineer

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Resolution 12169-070720, Maintenance Agreement

RESOLUTION NO. 12169-070720

BY: _____

RESOLUTION APPROVING A MAINTENANCE AGREEMENT WITH RYAN BUSINESS PARK LLC RELATED TO IMPROVEMENTS PROPOSED ON CITY PARCELS WITHIN THE NOW DEVELOPING RYAN BUSINESS PARK

(LOT 8 & OUTLOT 5 OF RYAN BUSINESS PARK)

(5TH ALDERMANIC DISTRICT)

WHEREAS, as part of the development of the Ryan Business Park there will be a "Historic Monument Pocket Park" amenity designed and constructed by the Developer (Ryan Business park LLC); and

WHEREAS, there will be business park signage designed and installed, within an easement, by the Developer upon a City parcel currently used for storm water retention; and

WHEREAS, a Maintenance Agreement has been drafted to establish the shared responsibilities between the City and the Developer for design, construction, and ongoing operation and maintenance of the pocket park, the signage, and the related landscaping and other features;

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to record the document in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 7th day of July, 2020.

Passed and adopted this 7th day of July, 2020.

President, Common Council

Approved this 7th day of July, 2020.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

**MAINTENANCE
AGREEMENT**

Document Number

Document Title

Recording Area

Drafted by and Return to:
Reinhart Boerner Van Deuren, s.c.
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202
Attention: Deborah Tomczyk

[
] **Parcel Identification Number (PIN)**

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made as of _____, 2020, by and between Ryan Business Park, LLC, a Wisconsin limited liability company ("Developer"), and the City of Oak Creek, a municipal corporation of the State of Wisconsin, located in Milwaukee County, Wisconsin ("City").

RECITALS

WHEREAS, Developer is in the process of developing a first-class business park, together with related site improvements and ancillary uses, located in City of Oak Creek, Milwaukee County, Wisconsin, as generally depicted on Exhibit A attached hereto (the "Ryan Business Park");

WHEREAS, Developer and City have entered into that certain Tax Incremental District No. 16 Finance Development Agreement dated November 5, 2018 (the "Project Development Agreement") relating to Developer's plans to develop Ryan Business Park;

WHEREAS, the City owns the parcels labelled Lot 8 and Outlot 5 on Exhibit B attached hereto (the "City Parcels") that abut Bartel Court and an entrance to Ryan Business Park;

WHEREAS, the City plans to utilize the parcel labelled as Lot 8 on Exhibit B (the "Pocket Park") as a public park that will contain a historical monument and various other improvements (the "Historic Monument Pocket Park");

WHEREAS, the parcel labelled as Outlot 5 on Exhibit B (the "Storm Water Parcel") contains signage for the Ryan Business Park and various storm water management practices as more particularly described in the Ryan Business Park Storm Management Practices Maintenance Agreement recorded in the records of the Milwaukee County Register of Deeds on November 22, 2019 as document number 10929001 (the "Storm Water Agreement");

WHEREAS, Developer owns the parcel labelled Lot 7 on Exhibit C attached hereto (the "Developer Parcel");

WHEREAS, the City and Developer have agreed that portions of the City Parcels will be maintained by Developer its successor and/or assigns.

NOW, THEREFORE, in consideration of the actual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Developer's Maintenance Obligations. Developer agrees to maintain the City Parcels in good condition and repair as a first class business park, as the same is reasonably determined by Developer, and in material compliance with all applicable codes, ordinances, statutes, laws and regulations affecting the City Parcels. Subject to the Developer's obligations under the Storm Water Agreement, Developer's maintenance obligations shall be limited to maintaining the historic monument installed within the Pocket Park, maintaining the signage for Ryan Business Park installed on the Storm Water Parcel, landscaping including shrubs, trees,

annual or perennial flowering plants, and snow removal from sidewalks or other paved pedestrian walks within the City Parcels. City and Developer specifically acknowledge their respective utility payment obligations as set forth below. If City delivers written notice to Developer detailing any maintenance failure by Developer, Developer shall cure such maintenance failure within 60 days unless Developer legitimately disputes the maintenance failure.

2. Historic Monument. Developer has installed, in compliance with all applicable codes, ordinances, statutes, laws and regulations affecting the City Parcels, and, at its sole expense, a historical monument within the Pocket Park (the "Monument"). The City shall be responsible for the payment of all electricity charges incurred in connection with the operation and lighting of the Pocket Park.

3. Ryan Business Park Signage. Developer has installed, in compliance with all applicable codes, ordinances, statutes, laws and regulations affecting the City Parcels, and, at its sole expense a free-standing monument sign (the "Ryan Business Park Sign"). The City hereby creates, for the benefit of the Developer's Parcel, a non-exclusive, perpetual easement over, under and across that portion of the Storm Water Parcel depicted on the attached Exhibit D (the "Sign Easement Area") for the purpose of maintenance, operation, reconstruction and replacement of the Ryan Business Park Sign, at Developer's sole expense. The Sign Easement Area shall not be used for any purpose other than for the Ryan Business Park Sign and associated landscaping which is to be specifically used for identifying and advertising the businesses located within Ryan Business Park. The City shall be responsible for the payment of all electricity charges incurred in connection with the operation and lighting of the Storm Water Parcel.

4. Estoppel Certificates. The City agrees that, within fifteen (15) days of written request from time to time by Developer, City shall execute, acknowledge and deliver to Developer, for the benefit of Developer and/or any mortgagee, an estoppel certificate stating that Developer is not in default hereunder, that this Agreement remains in full force and effect and containing such other information as may be reasonably requested by Developer, or, if such statements are not accurate, then as modified so such statements are accurate.

5. Notices. All notices or demands given in connection with or required under this Agreement must be in writing and delivered as provided below; notices or demands not given in the manner set forth in this Section 6 shall be void and of no effect. Notices or demands may be given by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

Developer:

c/o Capstone Development Company
N17 W24222 Riverwood Drive, Suite 160
Waukesha, WI 53188
Attn: Mike Faber

Email: mike@capstonequadrangle.com

With copies to:

Linda Gorens-Levey, Partner
General Capital Group
6838 N. Santa Monica Blvd.
Milwaukee, WI 53217
Email: lgorens@generalcapitalgroup.com

Deborah Tomczyk
Reinhart Boerner Van Deuren, s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
Email: dtomczyk@reinhartlaw.com

City:

City Clerk, City of Oak Creek
8040 South 6th Street
Oak Creek, WI 53154
croeske@oakcreekwi.org

with copies to:

Melissa L. Karls, Esq.
City Attorney
Corporate Square
7300 South 13th Street, Suite 104
Oak Creek, WI 53154
mkarls@haskinkarls.com

Any party entitled to receive notices hereunder may change the addressee or address for notice specified above or add or remove a notice party by giving the other parties entitled to receive notices hereunder ten (10) days' advance written notice of such change of address.

6. Successors and Assigns. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and permitted assigns. Specifically, Developer or its successors and/or assigns who own the Developer Parcel, or the owner's association responsible for the maintenance of the common areas within the Developer Parcel, shall remain responsible for Developer's maintenance obligations under Section 1 above. Except as set forth herein, this Agreement and any rights and obligations hereunder may not be assigned by Developer or City except in connection with a permitted assignment of such party's rights in the Project Development Agreement, as applicable. Any other assignment without the prior written consent of the other parties hereto is void.

7. Modification. Neither this Agreement nor any provision hereof may be modified or amended, except by an agreement in writing, executed and delivered by all of the parties hereto.

8. Headings. The headings of the sections and subsections of this Agreement are for purposes of convenience only and shall in no way affect the construction of any provision hereof.

9. Severability. If any provision of this Agreement or the applicability thereof to any person, entity or circumstances shall, to any extent, be invalid or unenforceable under applicable law, then the remainder hereof and the application of such provision to persons, entities and circumstances other than those to which is invalid or unenforceable shall not be affected thereby.

10. Non-waiver. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted, and no waiver shall be deemed a waiver of any other or subsequent rights or obligations.

11. Entire Agreement. This Agreement, when combined with the Project Development Agreement, contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

12. Third Parties. This Agreement is made for the exclusive benefit of the parties hereto and is not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party.

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

[Remainder of Page Intentionally Blank;
Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

DEVELOPER:

RYAN BUSINESS PARK, LLC

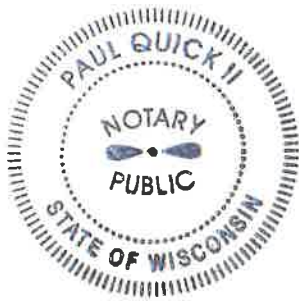
By Capstone Development Company, Manager

By *Michael Faber*
Michael Faber, Principal

STATE OF WISCONSIN)
 : SS
COUNTY OF MILWAUKEE)

Personally came before me on JUNE 30, 2020, the above-named Michael Faber, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]



Paul Quick II
PAUL QUICK II
Notary Public, State of Wisconsin
My commission 1-2-23

Exhibit A

Depiction of Ryan Business Park



Exhibit B

Depiction of City Parcels

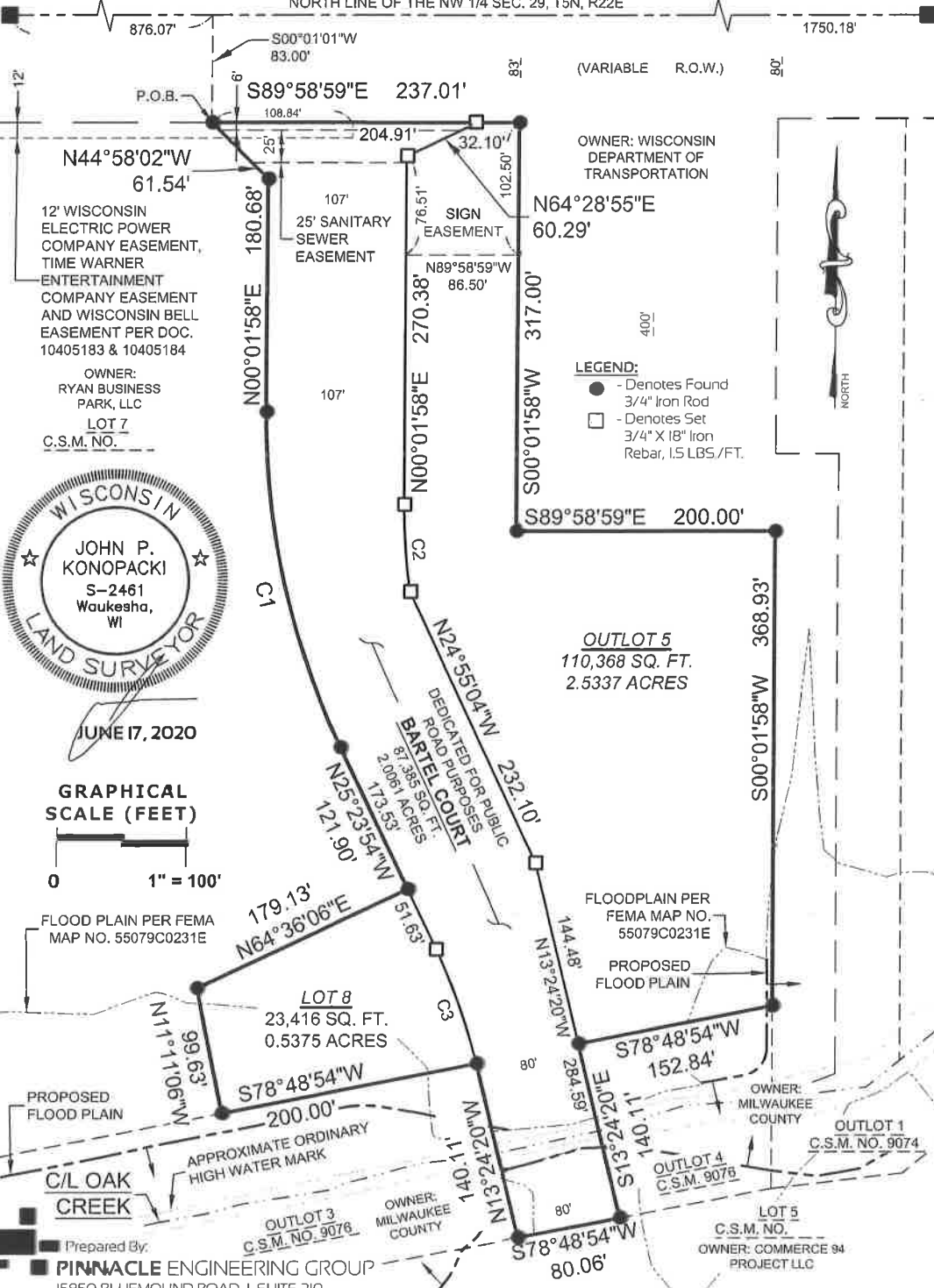
[See attached]

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 6 of Certified Survey Map No. _____, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

NW CORNER, NW 1/4 SECTION 29, T5N, R22E (FOUND CONC. MON. W/ BRASS CAP)
**WEST RYAN ROAD
STATE TRUNK HIGHWAY "100"**
NE CORNER, NW 1/4 SEC. 29, T5N, R22E (FOUND CONC. MON. W/ BRASS CAP)

S89°58'59"E 2626.25'
NORTH LINE OF THE NW 1/4 SEC. 29, T5N, R22E



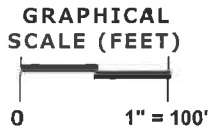
12' WISCONSIN ELECTRIC POWER COMPANY EASEMENT, TIME WARNER ENTERTAINMENT COMPANY EASEMENT AND WISCONSIN BELL EASEMENT PER DOC. 10405183 & 10405184

OWNER: RYAN BUSINESS PARK, LLC

LOT 7
C.S.M. NO. _____



JUNE 17, 2020



FLOOD PLAIN PER FEMA MAP NO. 55079C0231E

LOT 8
23,416 SQ. FT.
0.5375 ACRES

PROPOSED FLOOD PLAIN

C/O OAK CREEK

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD 1 SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

OWNER: WISCONSIN DEPARTMENT OF TRANSPORTATION

LEGEND:

- - Denotes Found 3/4" Iron Rod
- - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.

OUTLOT 5
110,368 SQ. FT.
2.5337 ACRES

FLOODPLAIN PER FEMA MAP NO. 55079C0231E

PROPOSED FLOOD PLAIN

OWNER: MILWAUKEE COUNTY

OUTLOT 1
C.S.M. NO. 9074

OUTLOT 4
C.S.M. NO. 9075

LOT 5
C.S.M. NO. _____
OWNER: COMMERCE 94 PROJECT LLC

Exhibit C

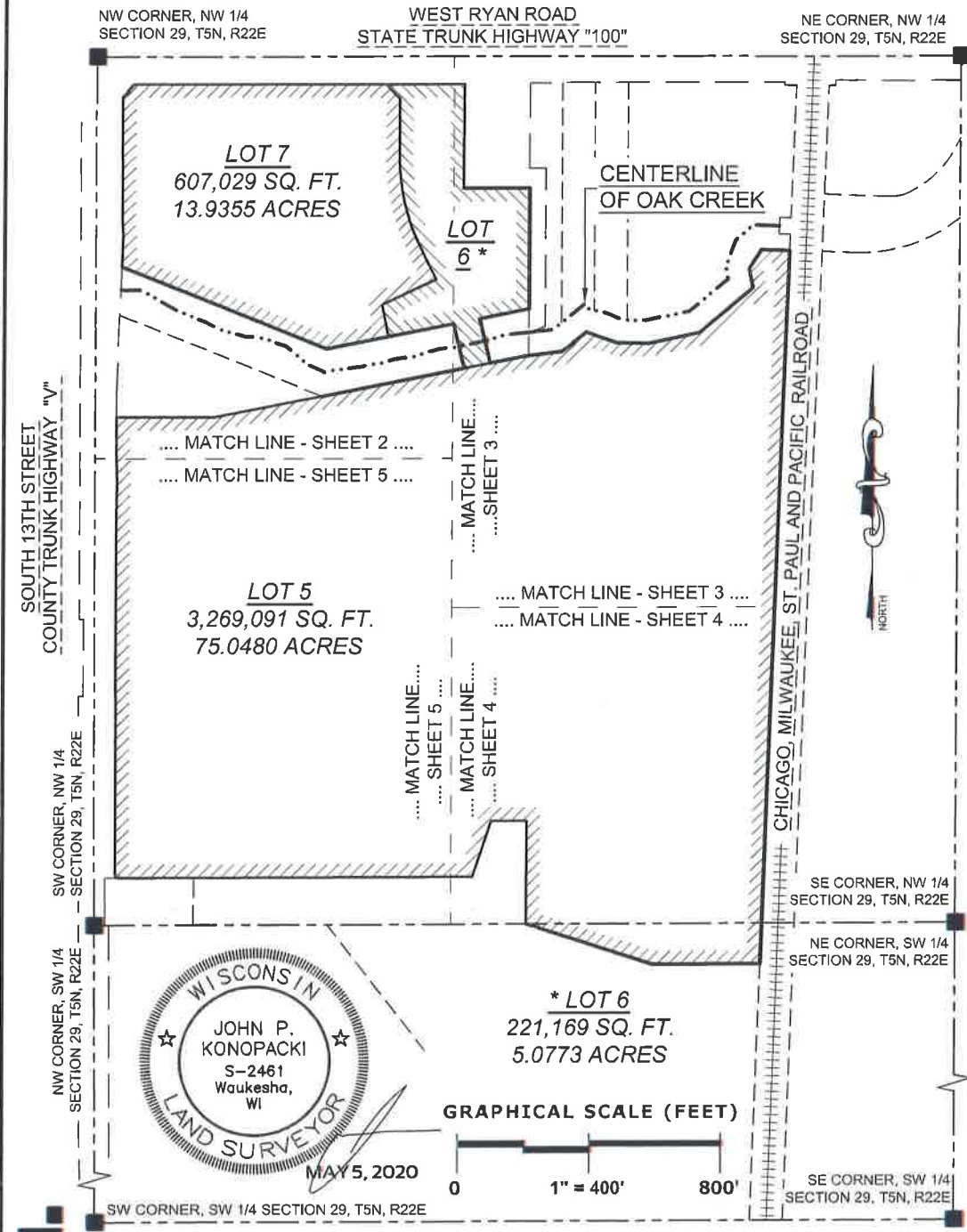
Depiction of Developer Parcel

[See attached]

CERTIFIED SURVEY MAP NO. _____

Being a part of Lot 2 and a part of Lot 4 of Certified Survey Map No. 9085 and additional lands
 Northeast 1/4 of the Southwest 1/4 of Section 29 and the Northeast 1/4, Southeast 1/4,
 Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 29, Township 5 North, Range
 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

.... OVERVIEW



Prepared By: **PINNACLE ENGINEERING GROUP**
 15850 BLUEMOUND ROAD | SUITE 210
 BROOKFIELD, WI 53005
 OFFICE: (262) 754-8888

Prepared for:
 Capstone Development Company - c/o Milre Faber
 N17 W24222 Riverwood Drive, Suite 160
 Waukesha, WI 53188

PEG JOB#146.00
SHEET 1 OF 10

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

Exhibit D

Ryan Business Park Signage Easement Area

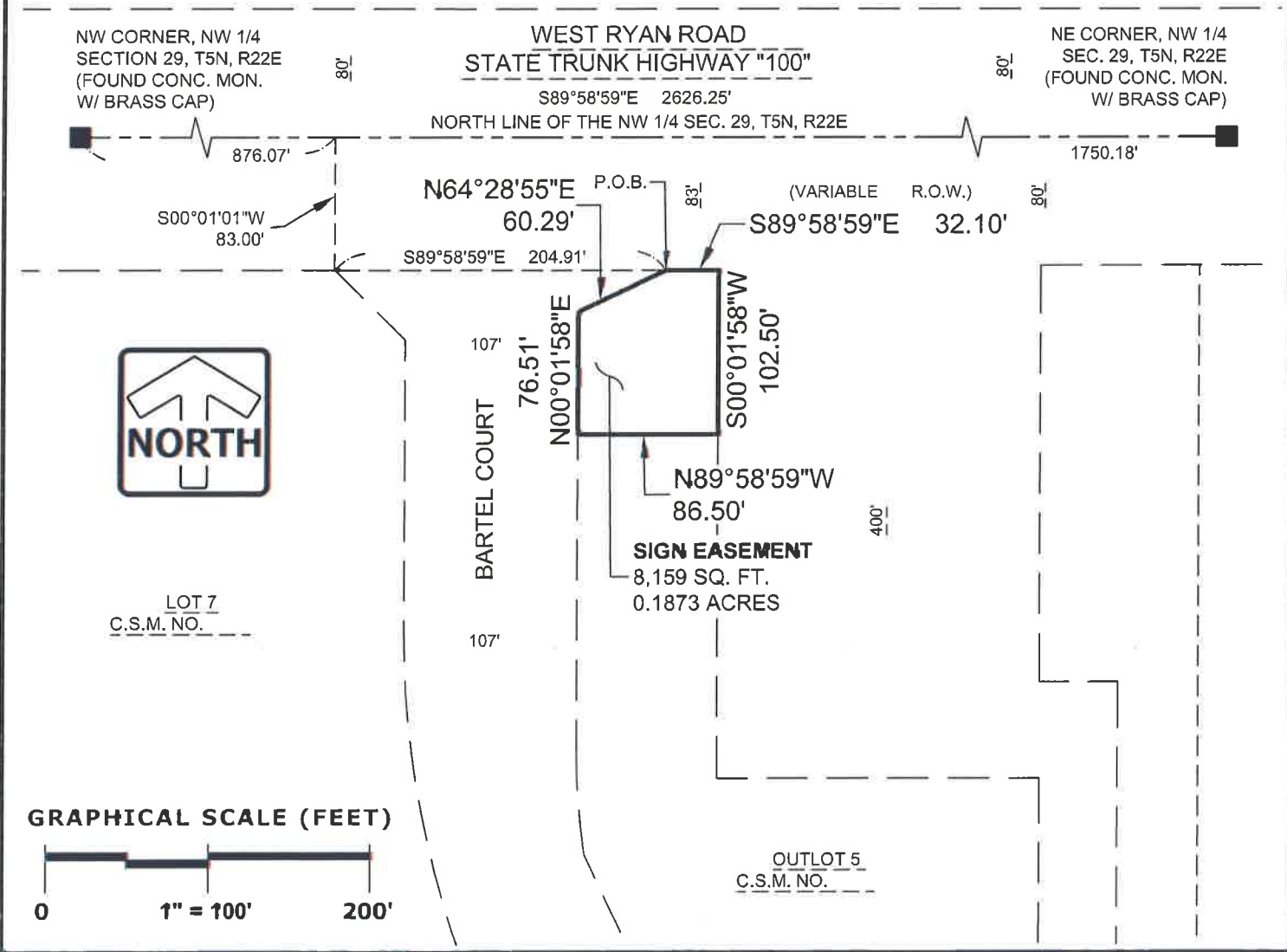
[See attached]

LEGAL DESCRIPTION:

Being a part of Outlot 5 of Certified Survey Map No. _____, located in the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section 29; Thence South 89°58'59" East along the north line of said Northwest 1/4, 876.07 feet; Thence South 00°01'01" West, 83.00 feet to the south right of way line of West Ryan Road - State Trunk Highway "100"; Thence South 89°58'59" East, 204.91 feet to the Point of Beginning;

Thence continuing South 89°58'59" East along said south right of way line, 32.10 feet to a west right of way line of said West Ryan Road; Thence South 00°01'58" West along said west right of way line, 102.50 feet; Thence North 89°58'59" West, 86.50 feet to the east right of way line of Bartel Court; Thence North 00°01'58" East along said east right of way line, 76.51 feet; Thence North 64°28'55" East along said east right of way line, 60.29 feet to the Point of Beginning.



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 7/7/2020 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,950.00 were collected.

Critical Success Factor(s):

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

Background:

1. Grant an Operator's license to:
 - * Ashlie N. Slade (Pick 'n Save)
 - * William J. Hunt (Pick 'n Save)
 - * Jennifer A. Weed (Pick 'n Save)
 - * Ashley L. Marti (Pick 'n Save)
 - * Victoria A. Smiley (Pick 'n Save)
 - * Amy Campos (Kwik Trip)
 - * Tyler J. Orthmann (Kwik Trip)
 - * Michael E. Thorson (Pick 'n Save)
 - * Aurora Mala (Pick 'n Save)
 - * Shaun A. Chisom (Pick 'n Save)
 - * Gabrielle C. Beiler (Pick 'n Save)
 - * Jacob D. Trask (Kwik Trip)
 - * Nicole A. LaVora (Pick 'n Save)
 - * Allison N. Berna (Aldi)
 - * Nathan M. Veloz (Kwik Trip)
2. Grant an Amusement Operator License and Amusement Devices to Tina Chavez, National Entertainment Network, 325 Interlocken Pkwy B., Broomfield, CO.
3. Grant a Temporary Class "B" beer, "Class B" wine license to Bill Krucek, agent on behalf of the Oak Creek OJ's 53rd Annual Softball Tourney scheduled for August 1 - 2, with rain dates of August 8-9.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator / Finance Director

Attachments: none

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the June 30, 2020 Vendor Summary Report in the total of \$1,744,936.27.

Fiscal Impact: Total claims paid of \$1,744,936.27.

Critical Success Factor(s):

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

Background: Of note are the following payments:

1. \$105,756.00 to Advanced Disposal (pg #1) for May recycling and trash pickup.
2. \$68,192.84 to Benistar (pg #3) for July Medicare supplement insurance.
3. \$229,176.00 to Direct Supply, Inc. (pg #6) for BD Bond Refund.
4. \$12,451.04 to E. H. Wolf & Sons, Inc. (pg #7) for fuel inventory.
5. \$8,904.30 to Erie Insurance (pg #7) for Karman claim.
6. \$5,280.00 to Haskin & Karls (pg #9) for legal research relating to Lake Vista.
7. \$69,814.55 to Hiller Ford, Inc. (pg #10) for 2 new Police Department squad cars.
8. \$798,675.12 to IKEA Property, Inc. (pg #11) for incentive per developer agreement.
9. \$24,229.55 to Interstate Power Systems (pg #11) for Fire Department vehicle maintenance: power take off, transmission, and oil cooler replacement.
10. \$5,568.00 to Monroe Truck Equipment (pg #14) for pre-wet systems.
11. \$8,585.71 to Oak Creek Water & Sewer Utility (pgs #14-15) for digger's hotline and water/sewer quarterly fees.
12. \$142,500.00 to Premier Design & Build Group (pg #16) for Bond Refund.
13. \$5,120.00 to Professional Service Industries (pg #16) for semi-annual monitoring of Drexel landfill.
14. \$5,000.00 to Reserve Account (pg #17) for postage refill.
15. \$5,341.27 to Sherwin Industries, Inc. (pg #18) for road improvement supplies: nozzle & filters, asphalt & tack, and roadsaver & detack.

-
16. \$26,456.44 to Society Insurance (pg #19) for Varin/MVP pest control claim.
 17. \$26,000.00 to Trane (pg #20) for Station 3 temperature control upgrade, Project #20006.
 18. \$16,533.33 to Tyler Technologies, Inc. (pg #21) for consulting services.
 19. \$48,253.35 to WE Energies (pgs #21-22) for street lighting, electricity & natural gas.

Options/Alternatives: None

Respectfully submitted:



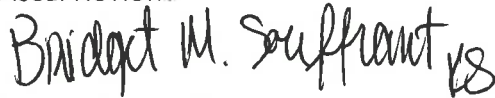
Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Staff Accountant

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: 6/30/2020 Invoice GL Distribution Report