



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

## COMMON COUNCIL MEETING AGENDA

JUNE 1, 2021  
7:00 P.M.

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

### The City's Vision

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 5/18/2021.

### Recognition

4. **Mayoral Proclamation:** Pride Month, June 2021.

### 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.*

5. **Official Map Amend:** Consider a proposal by Jim Kane, Truck Country – McCoy Group, to amend the Official Map for a portion of the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 30 (mapped, unimproved right-of-way affecting the properties at 9970, 10020, and 10040 S. 20<sup>th</sup> St.)(6<sup>th</sup> District).
6. **Ordinance:** Consider Ordinance No. 3005, amending Section 6.01 of the Municipal Code of the City of Oak Creek amending the Official Map for a portion of the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 30 (mapped, unimproved right-of-way affecting the properties at 9970, 10020, and 10040 S. 20<sup>th</sup> St.)(6<sup>th</sup> District).
7. **Conditional Use:** Consider a request submitted by Kelly Cech, Milwaukee Area Technical College – Oak Creek, for an amendment to an existing Conditional Use Permit for solar arrays on the property at 6665 S. Howell Ave. (1<sup>st</sup> District).
8. **Ordinance:** Consider Ordinance No. 3010, approving a Conditional Use Permit Amendment for solar energy collector on the property at 6665 S. Howell Ave. (1<sup>st</sup> District).

Visit our website at [www.oakcreekwi.org](http://www.oakcreekwi.org) for the agenda and accompanying common council reports.  
This meeting will be live streamed on the City of Oak Creek YouTube page via <http://ocwi.org/livestream>.

9. **Conditional Use:** Consider a request submitted by John Schlueter, Petrichor Holdings, LLC, on behalf of Carvana, for an amendment to the existing Conditional Use Permit to allow for 24-hour operations on the property at 561 W. College Ave. (1st District).
10. **Ordinance:** Consider Ordinance No. 3011, approving a Conditional Use Permit amendment to allow 24/7 operations on a portion of the property at 561 W. College Ave. (1<sup>st</sup> District).

## New Business

11. **Ordinance:** Consider Ordinance No. 3008, confirming adoption of the Successor Labor Agreement by and Between the City of Oak Creek and the International Association of Firefighters Local No. 1848, and Fixing the Salary for Members of the Association from January 1, 2021 through December 31, 2024 (by Committee of the Whole).
12. **Ordinance:** Consider Ordinance No. 3009, confirming the adoption of the Successor Labor Agreement by and Between the City of Oak Creek and the Oak Creek Professional Police Officer's Association and Fixing the Salary for Members of the Association from January 1, 2021 through December 31, 2024 (by Committee of the Whole).
13. **Motion:** Consider a motion to concur with the Mayor's appointment as follows:  
Celebrations Commission – filling a 3-year term vacancy, expiring 4/2023
  - Richard D. Maggard, Jr., 3665 E. Briandean Ct.

## TREASURER

14. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending April 30, 2021.

## ENGINEERING

15. **Resolution:** Consider Resolution No. 12245-060121, approving a Storm Water Management Practices Maintenance Agreement with APA 9141, LLC, for their Frontline development located at 9141 S. 13<sup>th</sup> St. (Tax Key No. 877-9010) (6<sup>th</sup> District).

## COMMUNITY DEVELOPMENT

16. **Resolution:** Consider Resolution No. 12246-060121, approving a Certified Survey Map submitted by Mike Faber, Creek Two Land, LLC, for the properties at 9955 S. 13<sup>th</sup> St., and 9925 S. Stern St. (6<sup>th</sup> District).

## LICENSE COMMITTEE

17. **Motion:** Consider a motion to grant the 2021-22 renewal business alcohol license requests as listed on the 6/1/21 License Committee Report, with issuance subject to final inspection approvals listed and payment of any fees or obligations (by Committee of the Whole).
18. **Motion:** Consider a motion to grant the various license requests as listed on the 6/1/21 License Committee Report (by Committee of the Whole).

## **VENDOR SUMMARY**

19. **Motion:** Consider a *motion* to approve the May 26, 2021 Vendor Summary Report in the total amount of \$335,903.42 (by Committee of the Whole).

## **MISCELLANEOUS**

20. **Motion:** Consider a *motion* to convene into closed session pursuant to Wisconsin State Statutes Section 19.85, to discuss the following:
- (a) Section 19.85(1)(e) to discuss a Finance Development Agreement between the City of Oak Creek and F Street OCLV, LLC for a portion of the property located at 9300 S. 5<sup>th</sup> Avenue, 4001 E. Lake Vista Blvd., and 4200 E. Lake Vista Blvd. (4<sup>th</sup> District).
21. **Motion:** Consider a *motion* to reconvene into open session.
22. **Resolution:** Consider *Resolution* No. 12247-060121, approving the Tax Incremental District No. 13 Finance Development Agreement between the City of Oak Creek and F Street OCLV, LLC (4<sup>th</sup> District).

## ***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. 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice

**Mayoral Proclamation**  
**June 2021**  
**LGBTQ+ Pride Month**

WHEREAS, the City of Oak Creek cherishes the value and dignity of each person and appreciates the importance of equality and freedom; and

WHEREAS, all are welcome in the City of Oak Creek to live, work, play, and every family, in any shape, deserves a place to call home where they are safe, happy, and supported by friends and neighbors; and

WHEREAS, the City of Oak Creek denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to our fundamental principles; and

WHEREAS, Pride month began in June of 1969 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ and allied friends rose up and fought against the constant police harassment and discriminatory laws that have since been declared unconstitutional; and

WHEREAS, the City of Oak Creek appreciates the cultural, civic, and economic contributions of Lesbian, Gay, Bisexual, Transgender, Queer, plus (LGBTQ+) community which strengthen our social welfare; and

WHEREAS it is imperative that young people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders; and

WHEREAS, despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love.

NOW THEREFORE BE IT RESOLVED, that on this day, Tuesday, June 1, 2021, that I, Daniel J. Bukiewicz, Mayor of the City of Oak Creek declare the month of June 2021 as LGBTQ Pride Month in the City of Oak Creek and urge residents to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality, liberty, and justice.

Dated this 1<sup>st</sup> day of June, 2021.

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

\_\_\_\_\_  
Catherine Roeske, City Clerk

**TO BE PUBLISHED MAY 12 & 19, 2021**

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 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 proposal by Jim Kane, Truck Country – McCoy Group, to amend the Official Map for a portion of the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 30 (mapped, unimproved right-of-way affecting the properties at 9970, 10020, and 10040 S. 20<sup>th</sup> St.).

**Hearing Date:**

June 1, 2021 (NOTE: This is rescheduled from May 5, 2021)

**Time:**

7:00 PM

**Place:**

Oak Creek Civic Center (City Hall)  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers and Zoom (see above)

**Applicant(s):**

Jim Kane, Truck Country – McCoy Group.

**Legal Description:**

Affecting the properties at 9970, 10020, and 10040 S. 20<sup>th</sup> St. Part of the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 30, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said ¼ Section; thence N00°07'31" W along the West line of said ¼ Section 1325.15 feet to the point of beginning of land to be described; thence N00°07'31" W along said West line 838.37 feet to a point S00°07'37" E 491.82 feet from the Northwest corner of said ¼ Section; thence N89°32'54" E and parallel with the North line of said ¼ Section 1174.12 feet to a point on the West line of Interstates "41" and "94"; thence, S00°22'35" E along said West line 839.90 feet; thence S89°37'24" W 1177.79 feet to the point of beginning.

Lands containing 986,780 square feet or 22.6534 acres.

The Common Council has scheduled other public hearings for June 1, 2021 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

A copy of the proposed map amendment is available for review at the Department of Community Development.

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

Date of Notice: May 5, 2021

CITY OF OAK CREEK COMMON COUNCIL

By: Daniel J. Bukiewicz, Mayor

### **PUBLIC NOTICE**

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## COMMON COUNCIL REPORT

**Item:** Official Map Amendment - 9970, 10020, 10040 S. 20<sup>th</sup> St. - Jim Kane, Truck Country-McCoy Group

**Recommendation:** That the Council adopts Ordinance 3005, an ordinance to amend the Official Map for a portion of the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 30 (mapped, unimproved right-of-way affecting the properties at 9970, 10020, and 10040 S. 20th St.).

**Fiscal Impact:** The proposed Official Map Amendment is a critical step in the entitlement process for future development of these properties with an anticipated truck sales and service building, with outdoor storage of inventory trucks and trailers. If approved, development of the properties would yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. This property is part of TID 7; however, no TID assistance has been requested.

**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

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**Background:** The Applicant is requesting an amendment to the future road pattern on the Official Map as it relates to the properties at 9970, 10020, & 10040 S. 20th St. A Certified Survey Map to combine the properties was presented to and approved by the Common Council at the April 20, 2021 meeting. A brief historical summary of the Official Map pertaining to these properties will provide the necessary context for consideration of this request.

Oak Creek Manor subdivision was platted in 1957/1958. These three properties were included in the plat for single-family residential development, including public streets, but the only portion constructed was on the east side of I-94 (Lois Lane and Daniel Lane between S. 15th Street and S. 13th Street). Part of Oak Creek Manor subdivision was vacated by the courts, and discussions of the Official Map occurred at the local level when the properties were purchased and proposed for non-residential development in the late 1980s. Several reconfiguration options were presented for Plan Commission and Common Council consideration, all of which intended to maintain the future public street connections within Southbranch. Ultimately, the existing configuration was adopted by Ord. 1300 in 1988.

Development proposals in the more recent past have attempted to address connecting S. 20th Street to S. Ridgeview Drive as depicted on the Official Map. Topography, environmental features (e.g., wetlands), and ownership of multiple parcels affected by the Official Map have all contributed to the existing condition – the subject properties remained vacant and the road connections were never constructed. Staff have had multiple conversations over the years with prospective developers interested in the subject properties and

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adjacent properties along the future extension of S. 20th Street regarding these challenges. Connecting S. 20th Street to S. Ridgeview Drive in the configuration shown on the Official Map is impractical at this time, given the economics of development and the diverse ownership. Therefore, the property owner is proposing the termination of S. Ridgeview Drive in a cul-de-sac, designed in conformance with local requirements, on the property at 9970 S. 20th Street.

While not part of Council's consideration of this review, an additional Exhibit is included with this report depicting how 20th Street could be terminated in a cul-de-sac. This potential configuration, purely conceptual, is in recognition of the challenges of a full connection through the subject properties. Future reviews and approvals would be required as part of a formal proposal; however, it is provided to illustrate potential complete road configurations for the area.

When considering a proposal to amend the Official Map, Council should consider the impact on the ability to logically develop adjacent properties in accordance with the existing Official Map. Nearby property owners may have an interest in maintaining certain aspects of an Official map if it provides them the future opportunity to subdivide their property in a cost-effective manner. If a person is proposing to remove this opportunity, or to alter it, they need to demonstrate that any adverse effects on the property owners involved would be offset by the benefit to the neighborhood. In other words, a property owner should not be able to amend the Official Map to maximize the development potential of his or her property at the detriment of surrounding properties

The Plan Commission reviewed the proposed Official Map Amendment at their March 23, 2021 meeting, and has recommended approval.

**Options/Alternatives:** Council has the discretion to approve, modify, or deny the request.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Kari Papelbon, CFM, AICP  
Planner

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

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Attachments: Ord. 3005

Location Map

Narrative (3 pages)

Existing Conditions and Proposed Ridgeview Drive Cul-de-Sac Exhibits (2 pages)

Potential Termination of S. 20<sup>th</sup> St. Exhibit (1 page)

Plan Commission Meeting Minutes



ORDINANCE NO. 3005

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

AN ORDINANCE TO AMEND SECTION 6.01 OF THE MUNICIPAL CODE OF THE CITY OF OAK CREEK AMENDING THE OFFICIAL MAP FOR A PORTION OF THE NORTHWEST ¼ AND SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 30 (MAPPED, UNIMPROVED RIGHT-OF-WAY AFFECTING THE PROPERTIES AT 9970, 10020, AND 10040 S. 20<sup>TH</sup> ST.)

(6<sup>th</sup> Aldermanic District)

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

SECTION 1: Section 6.01 of the Municipal Code of the City of Oak Creek enacted and adopted pursuant to Section 62.23(6)(b), Wisconsin Statutes, creating the official map of the City of Oak Creek, is hereby amended so as to establish the exterior lines of planned new streets, highways, parkways, parks and playgrounds and to widen, narrow, extend and close existing streets, highways, parkways, parks and playgrounds, as more fully shown on the map attached hereto and declared to be a part thereof (EXHIBIT "A"), the same affecting the Section 30, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

SECTION 2: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 4<sup>th</sup> day of May, 2021.

Passed and adopted this 4<sup>th</sup> day of May, 2021.

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

Approved this 4<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Mayor

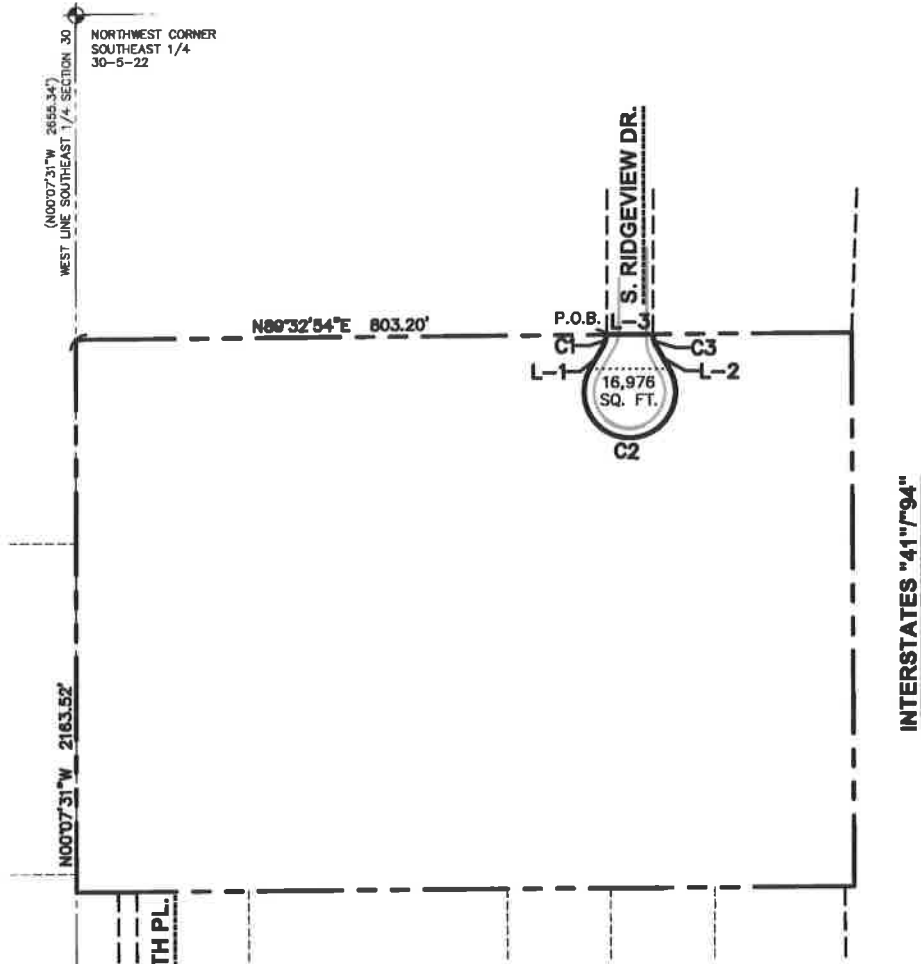
ATTEST:

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

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



# EXHIBIT "A"

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



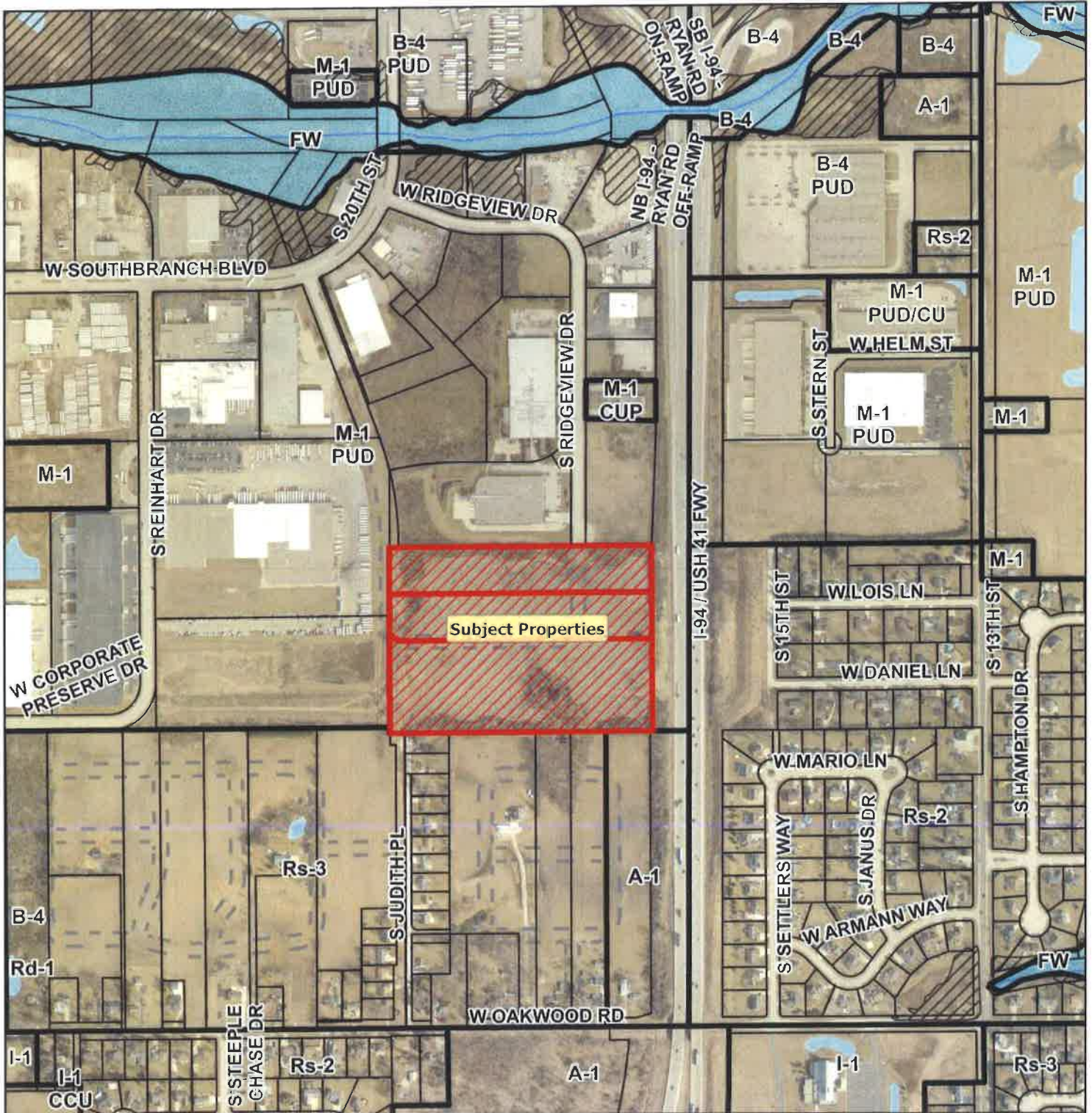
LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S30°03'29"W	41.49'
L-2	N29°56'31"W	42.12'
L-3	S89°32'54"W	70.00'

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	16.76'	32.00'	8.57	30°00'00"	16.56'	S15°03'29"W
C2	291.12'	69.50'	120.38	240°00'01"	120.38'	S89°56'32"E
C3	16.76'	32.00'	8.57	30°00'00"	16.56'	N14°56'31"W

PROPERTY EXHIBIT			
PROPOSED CUL-DE-SAC			
TRUCK COUNTRY, OAK CREEK, WISCONSIN			
<p><b>SURVEYED BY:</b></p> <p><b>JSD</b> Professional Services, Inc. <small>Engineers • Surveyors • Planners</small></p> <p>MILWAUKEE REGIONAL OFFICE W233 N 1810 GLISSE ROAD, SUITE 100 WAUWATOSA, WISCONSIN 53190 P. 262.471.0966</p>	<p><b>SURVEYED FOR:</b></p> <p><b>EPSTEIN UHEN ARCHITECTS</b></p> <p>333 E. CHICAGO ST. MILWAUKEE, WI 53202</p>	<p><b>PROJECT NO:</b> 20-10055</p> <p><b>FIELDBOOK/PG:</b> -</p> <p><b>SHEET NO:</b> 1 OF 2</p>	<p><b>SURVEYED BY:</b> JSD</p> <p><b>DRAWN BY:</b> DHS</p> <p><b>CHECKED BY:</b> AWW</p> <p><b>APPROVED BY:</b> SLK</p>
			 <p style="text-align: center;">north</p>  <p style="text-align: center;">SCALE: 1" = 200'</p>

# LOCATION MAP

## 9970, 10020, & 10040 S. 20th St.



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



Community Development

0 0.04 0.08 0.16 Miles



### Legend

- Zoning
- Official Map
- Floodway
- Flood Fringe
- Parcels
- Subject Properties



**Attachment to Plan Commission Application (Narrative Description of Project) for Official Map Amendment at 9970, 10020 & 10040 South 20<sup>th</sup> Street**

**February 23, 2021**

This Attachment to the Plan Commission Application (Narrative Description of Project) is submitted by Truck Country of Wisconsin, Inc./McCoy Group (“Applicant”) through its attorneys Davis & Kuelthau, s.c., architects Eppstein Uhen Architects, Inc., and civil engineers JSD Professional Services, Inc., in support of an Official Map Amendment pursuant to § 6.01(c), Oak Creek Municipal Code (“Code”). The Official Map Amendment is applicable to the Applicant’s parcels located at **9970 South 20<sup>th</sup> Street** (Tax Key No.: 9269977001), **10020 South 20<sup>th</sup> Street** (Tax Key No.: 9269978001), and **10040 South 20<sup>th</sup> Street** (Tax Key No.: 9269979000) (collectively the “Property”) where it will construct a full service truck dealership (the “Project”).

**I. History of the Development Site**

The Property is located in the Southbranch Industrial Park at the end of Ridgeview Drive along the western side of I-94/41 consisting of three parcels that total approximately 22.5 acres. Truck Country purchased the Property in 2018 and began planning to develop the site.

**II. Summary of Applicant’s Project and Property**

Truck Country is a family owned full service truck dealership offering new and used truck sales with repairs and parts for trucks and trailers. Truck Country’s current Milwaukee-area operations are located in the City of Oak Creek at 2222 W. Ryan Road. The demand for Truck Country’s services are exceeding its capacity at its current Ryan Road facility. To keep up with demand, Truck Country proposes to relocate its operations to the new site in Oak Creek and to spend \$10+ million to construct a new truck sales and service facility. Truck Country currently employs 112 employees in the City and the new Project will allow Truck Country to meet increasing demand and grow its employee base.

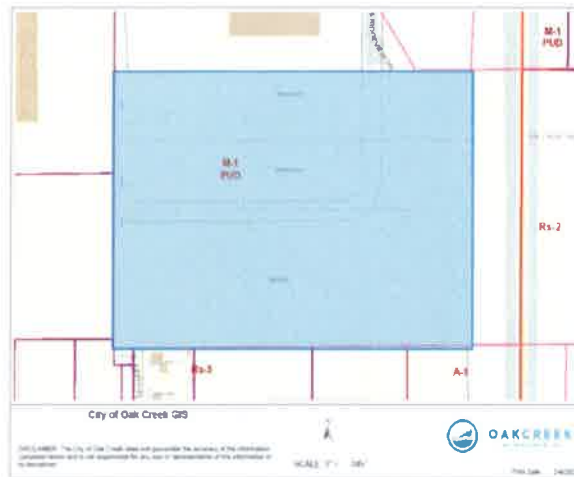
The Project will be compatible and complementary with the surrounding Southbranch Industrial Park uses which are zoned consistent with the Property.

**III. Request for Official Map Amendment**

Truck Country is requesting an amendment to the official map to reconfigure the future road pattern in the vicinity through Property. The amendment is requested pursuant to § 6.01(c)

of the City's Code. The three (3) contiguous parcels owned by Truck Country are connected to South Ridgeview Drive at the northernmost parcel (9970 South 20<sup>th</sup> Street) via a temporary cul-de-sac. No other right-of-way access is currently available to the Property.

According to the City's Geographic Information System Map (*see GIS graphic, below*), a proposed future road runs south from Ridgeview Drive through the eastern third of both the 9970 South 20<sup>th</sup> Street parcel and the 10020 South 20<sup>th</sup> Street parcel, then curves west along the lot line between the 10020 parcel and the 10040 South 20<sup>th</sup> Street parcel, before curving north along the western edge of the parcels to a future connection point to South 20<sup>th</sup> Street. The current future road configuration likely contemplates the parcels being owned by 3 separate owners, and, thus, would provide access to all 3 parcels.



To make a unified development on the Property feasible in general, and specifically for Truck Country's Project, an official map amendment to the City's future street map is needed. As depicted on the Property Exhibit filed with this request, Truck Country proposes to (i) remove the existing temporary cul-de-sac on Ridgeview Drive and replace it with a permanent cul-de-sac; and (ii) reconfigure the future road pattern for the area by removing the east-west leg of the proposed future road and instead plan for the future road to run north-south along Truck Country's westerly property line by utilizing a 35-foot road reservation.

This official map amendment is consistent with the City's Comprehensive Plan in that the future road could connect to Corporate Preserve Drive to the west (per the Plan, p. 47) or to Oakwood Road to the south (per the Plan, p. 55).

#### **IV. CONCLUSION**

Truck Country of Wisconsin, Inc./McCoy Group respectfully requests approval of the Official Map Amendment so as to allow it to proceed with development plans for its new facility on the Property and for the City to construct a cohesive street grid at such future time as is warranted for development in the area.

Respectfully Submitted,

**Truck Country of Wisconsin, Inc. /McCoy Group**

Jim Kane, Vice President

**Davis & Kuelthau, s.c.**

Brian C. Randall, Esq.

Ryan M. Spott, Esq.

Attorneys for Truck Country of Wisconsin, Inc.

**Eppstein Uhen Architects, Inc.**

Chris Johns, AIA

Phil Meyer, AIA

Architects for Truck Country of Wisconsin, Inc.

**JSD Professional Services, Inc.**

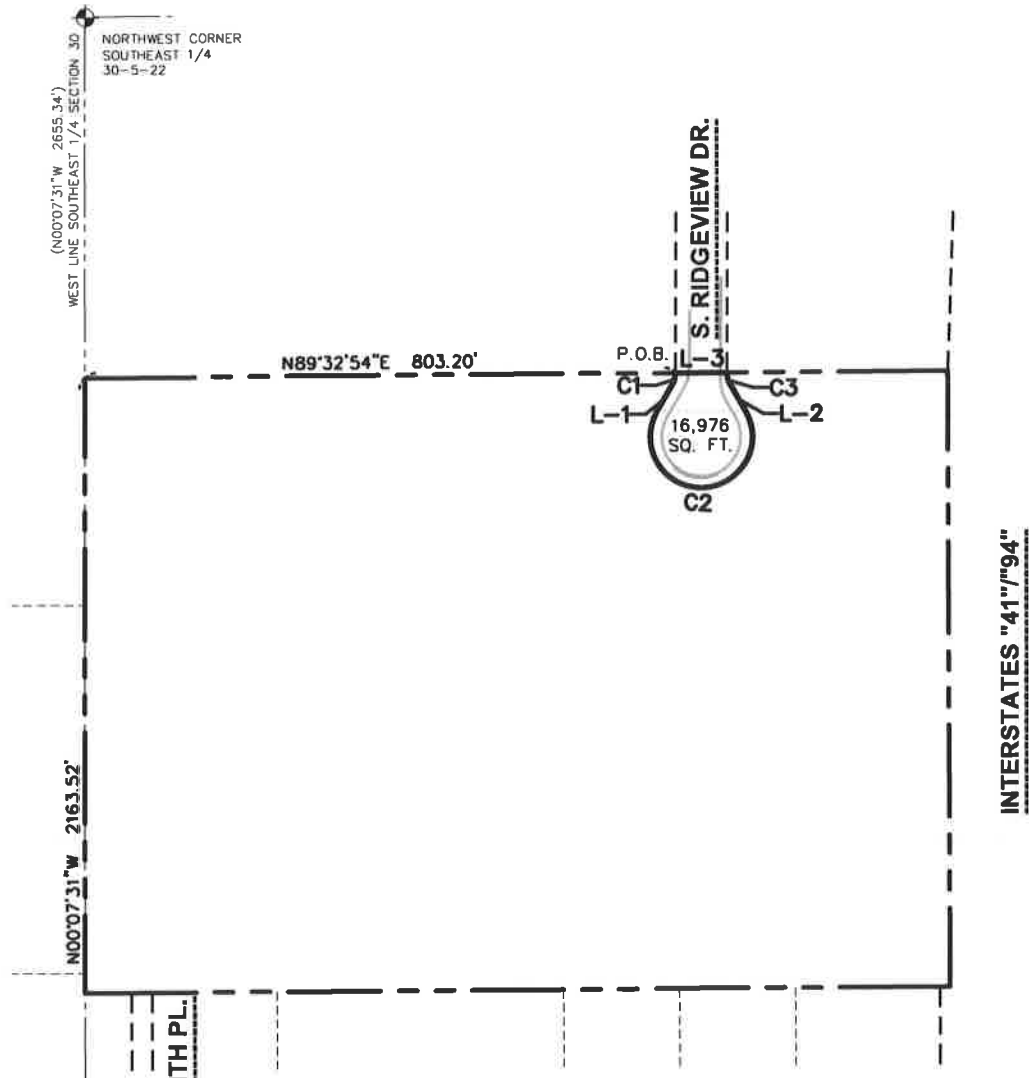
Justin Johnson, P.E.

Steve Krzynski

Civil Engineers for Truck Country of Wisconsin, Inc.



PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF,  
SECTION 30, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK,  
MILWAUKEE COUNTY, WISCONSIN.



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C2	291.12'	69.50'	120.38	240°00'01"	120.38'	S89°56'32"E
C3	16.76'	32.00'	8.57	30°00'00"	16.56'	N14°56'31"W

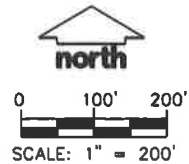
**PROPERTY EXHIBIT**  
PROPOSED CUL-DE-SAC  
TRUCK COUNTRY, OAK CREEK, WISCONSIN

SURVEYED BY:  
**JSD** Professional Services, Inc.  
*Engineers • Surveyors • Planners*  
MILWAUKEE REGIONAL OFFICE  
W238 N 1610 BUSSE ROAD, SUITE 100  
WALKEESIA, WISCONSIN 53188  
P. 262.513.0898

SURVEYED FOR:  
**EPSTEIN UHEN ARCHITECTS**  
333 E. CHICAGO ST.  
MILWAUKEE, WI 53202

PROJECT NO: 20-10055  
FIELDBOOK/PG: -  
SHEET NO: 1 OF 2

SURVEYED BY: JSD  
DRAWN BY: DHS  
CHECKED BY: AWW  
APPROVED BY: SLK



File: H:\Users\jshelton\OneDrive\Documents\Projects\2020\20-10055\Exhibit - Cul de Sac.swg Layout: SHEET 1 User: epsteinjw Plot Date: 04/28/21 7:12am DWG:





Potential future  
20th St. cul-de-  
sac.

**EXCERPTED MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, MARCH 23, 2021**

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

**OFFICIAL MAP AMENDMENT  
TRUCK COUNTRY – MCCOY GROUP  
9970, 10020, & 10040 S. 20<sup>TH</sup> ST.  
TAX KEY NOS. 926-9977-001, 926-9978-001, & 926-9979-000**

Planner Papelbon provided an overview of the request to remove a portion of the future street pattern of the Official Map affecting the properties at 9970, 10020, & 10040 S. 20<sup>th</sup> Street (see staff report for details).

Brian Randall, Davis and Kuelthau, 111 East Kilbourn Avenue, Suite 1400, Milwaukee, WI, gave a presentation about the history of Truck Country, the subject sites, and a brief explanation of the applicant's proposal.

Alderman Guzikowski stated he received an email regarding this item. The resident would like to keep Judith Place a quiet street. Alderman Guzikowski stated he believes most of the neighbors there would not be in favor of any type of access street going south on Judith Place.

Commissioner Oldani asked Planner Papelbon to clarify if access to Judith Place is just a potential proposal for the future and not a part of this agenda item. Planner Papelbon explained that, for a future layout, staff is recommending the South Judith Place connection be for emergency access only. Trucks and customers would not be allowed to use South Judith Place.

Assistant Fire Chief Havey stated that the Fire Department reviewed this proposal, and is satisfied with the roundabout and the proposal thus far.

Stacey Siekert, 10132 S Judith Place, Oak Creek, WI, stated concerns about the future business, the number of trees that will be installed between the business and the neighborhood, and truck traffic coming down Judith Place. Ms. Siekert stated she will be joining future meetings on this topic.

Mayor Bukiewicz explained that Ms. Siekert should be notified of any future proposals as notifications go out to neighbors within 300 feet of any property coming before the Plan Commission.

Ms. Siekert asked if it will be most of the neighbors on Judith Place.

Mayor Bukiewicz reiterated that it would be anyone within 300 feet; however, the Alderman can increase the distance if needed.

Ms. Siekert stated that she believes that would be a good idea if the applicant would ever consider using Judith to get out to Oakwood [Road]. A lot of the neighbors closer to Oakwood [Road] had no idea about this proposal.

Planner Papelbon explained there will be notice for all future meetings, but the Official Map Amendment does need to be approved by the Common Council, and it does affect the development for these three properties. Planner Papelbon also stated the Certified Survey Map (CSM) will be reviewed concurrently with the site plan.

Alderman Guzikowski asked Planner Papelbon to include all residents on Judith Place for notification of any future items regarding this property.

Christopher Johns, Eppstein Uhen Architects, 333 East Chicago Street, Milwaukee, WI, stated it is not the applicant's intention to connect this development to Judith Place.

Mary Lavin, 10126 South Judith Place, Oak Creek, WI, stated that she is happy to hear the applicant is not interested in connecting 20<sup>th</sup> Street to Judith Place. Ms. Lavin stated her concern regarding the type of access for emergencies the applicant will want to include on their property facing Judith Place. Ms. Lavin stated her hope that the applicant will be good neighbors, and that she is a little concerned about light and noise pollution from this development. She suggested having a berm to separate the development from the residential area. Ms. Lavin stated that she is also concerned about the amount of paved surface that is proposed combined with the amount of wetland in the area. A lot of people walk along Judith Place due to the lack of parks in this area of the City. Ms. Lavin stated that she has some concerns regarding the wildlife that will be disrupted by this development, and asked if there was any consideration of leaving a walking path between Reinhart and Truck Country.

Mayor Bukiewicz stated Ms. Lavin has valid points, but these items would be discussed during the Plan Review. Mayor Bukiewicz also stated the City has tried several times to get a park in that area, but nothing has worked out.

Alderman Guzikowski moved that the Plan Commission recommends to the Common Council that the Official Map for a portion of the mapped, unimproved future right-of-way affecting the properties at 9970, 10020, & 10040 S. 20<sup>th</sup> St. be removed after a public hearing. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Siepert seconded. On roll call: all present voted aye. Motion carried. The meeting was adjourned at 9:44 pm.

ATTEST:

  
\_\_\_\_\_  
Kari Papelbon, Plan Commission Secretary

4-13-21  
\_\_\_\_\_  
Date

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 submitted by Kelly Cech, Milwaukee Area Technical College – Oak Creek, for an amendment to an existing Conditional Use Permit for solar arrays on the property at 6665 S. Howell Ave.

**Hearing Date:**

June 1, 2021

**Time:**

7:00 PM

**Place:**

Oak Creek Civic Center (City Hall)  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers and Zoom (see above)

**Applicant(s):**

Kelly Cech, Milwaukee Area Technical College – Oak Creek

**Property Owner(s):**

MILWAUKEE AREA VOC TECH ADULT EDUC DISTRICT

**Property Location(s):**

6665 S. Howell Ave.

**Tax Key(s):**

718-9961-002

**Legal Description:**

MATC S1/2 OF NE1/4 SEC. 5-5-22 EXC COM SE COR OF SD1/4 SEC TH W 759 FT N 132 FT E 495 FT S 49.5 FT E 264 FT TH S 82.5 FT TO BEG & EXC E 60 FT FOR AVE ALSO: S 40 ACS OF N1/2 OF NE1/4 SEC 5-5-22 LYING WLY OF ELY LI OF FORMER CNS&M RR ROW ALSO: 150 FT FORMER CNS&M RR ROW IN THE 40 ACS OF NE1/4 SEC 5-5-22 ALSO: S 50 ACS OF NW1/4 SEC 5-5-22 LYING E OF CMSTP&P RR ROW EXEMPT.

The Common Council has scheduled other public hearings for June 1, 2021 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: May 5, 2021

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 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.



## COMMON COUNCIL REPORT

**Item:** Conditional Use Permit Amendment – Solar Energy Collectors - Kelly Cech, Milwaukee Area Technical College – Oak Creek (MATC)

**Recommendation:** That the Council adopts Ordinance 3010, an ordinance to approve a Conditional Use Permit Amendment for solar energy collector on the property at 6665 S. Howell Ave.

**Fiscal Impact:** No direct fiscal impact is anticipated with this request. This property is not currently 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 Amendment to allow solar energy collectors on the property at 6665 S. Howell Ave. Solar energy collectors erected as accessory structures (i.e., non-roof-mounted) are Conditional Uses in the I-1, Institutional district. Approximately one (1) acre of the MATC property will contain three (3) rows of the solar collectors just north of the diesel shop in the grassy area east of the semi-trailer parking corral. Each table of solar panels is approximately 13' x 80' and will be mounted at a maximum height of 14 feet. The entire area will be enclosed with an 8-foot-tall black security fence. All setbacks for the district are exceeded in the proposal – the location cannot be seen from College Ave. or Howell Ave. No landscaping is required due to the nature of the proposal. Additional details for the panels are included with this report. Staff have no objections to the proposal as presented.

After careful consideration at the April 13 & April 27, 2021 meetings, the Plan Commission recommended approval subject to the attached Conditions and Restrictions.

**Options/Alternatives:** Council has the discretion to modify the proposed Conditions and Restrictions as part of the approval of the Conditional Use Permit, or deny the permit request.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Kari Papelbon, CFM, AICP  
Planner

Fiscal Review:



Maxwell Gagrin, MPA  
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

---

Attachments:

Ord. 3010

Location Map

Letter dated March 16, 2021 (1 page)

Plans (14 pages)

Plan Commission meeting minutes

Conditions and Restrictions (7 pages)

ORDINANCE NO. 3010

By: \_\_\_\_\_

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS IN ORDINANCE NO. 2542 TO ALLOW SOLAR ENERGY COLLECTORS ON THE PROPERTY AT 6665 S. HOWELL AVE.

(1<sup>st</sup> Aldermanic District)

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

WHEREAS, Ordinance No. 2542 (The "Ordinance"), which approved a Conditional Use Permit for pole mounted solar panels on the property at 6665 S. Howell Ave., was approved on January 20, 2009; and

WHEREAS, the Ordinance affected the following legally described property;

MATC S1/2 OF NE1/4 SEC. 5-5-22 EXC COM SE COR OF SD1/4 SEC TH W 759 FT N 132 FT E 495 FT S 49.5 FT E 264 FT TH S 82.5 FT TO BEG & EXC E 60 FT FOR AVE ALSO: S 40 ACS OF N1/2 OF NE1/4 SEC 5-5-22 LYING WLY OF ELY LI OF FORMER CNS&M RR ROW ALSO: 150 FT FORMER CNS&M RR ROW IN THE 40 ACS OF NE1/4 SEC 5-5-22 ALSO: S 50 ACS OF NW1/4 SEC 5-5-22 LYING E OF CMSTP&P RR ROW EXEMPT.

WHEREAS, the Applicant, Kelly Cech, Milwaukee Area Technical College – Oak Creek, is requesting that the Ordinance be amended to allow for additional solar energy collectors on the property at 6665 S. Howell Ave.; and

WHEREAS, a public hearing was held on this matter on June 1, 2021 to hear comments from all who were interested.

NOW, THEREFORE, BE IT RESOLVED, 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, all Sections of the Conditions and Restrictions approved by the Ordinance affecting the Property are amended as follows:

1. LEGAL DESCRIPTION

MATC S1/2 OF NE1/4 SEC. 5-5-22 EXC COM SE COR OF SD1/4 SEC TH W 759 FT N 132 FT E 495 FT S 49.5 FT E 264 FT TH S 82.5 FT TO BEG & EXC E 60 FT FOR AVE ALSO: S 40 ACS OF N1/2 OF NE1/4 SEC 5-5-22 LYING WLY OF ELY LI OF FORMER CNS&M RR ROW ALSO: 150 FT FORMER CNS&M RR ROW IN THE 40 ACS OF NE1/4 SEC 5-5-22 ALSO: S 50 ACS OF NW1/4 SEC 5-5-22 LYING E OF CMSTP&P RR ROW EXEMPT.

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. Solar energy collectors shall be installed per the plans approved in Ord. 2542 and these Conditions and Restrictions.

C. 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 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 storage area(s)
- m. Location(s) of wetlands (field verified)
- n. Flood hazard area boundaries
- o. Location(s) & details of sign(s)
- p. Location(s) & details of proposed fences/gates/walls

**2. Landscape Plan**

- a. Screening plan, including parking lot & utilities screening/berming
- b. Planting number, sizes, types, & details
- c. Percentage open/green space

**3. Building Plan**

- a. Architectural elevations (w/dimensions)
- b. Building floor plans (w/dimensions)
- c. Construction materials, colors, percentages

**4. Lighting Plan**

- a. Types & color of fixtures, shields
- b. Mounting heights
- c. Type, height, and color of poles
- d. Photometrics of proposed fixtures

**5. Grading, Drainage, & Stormwater Management Plan**

- a. Contours (existing & proposed)
- b. Location(s) of storm sewer (existing and proposed)
- c. Stormwater management structures and basins/green infrastructure (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)

D. 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.

E. 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.

- F. Landscaping shall be installed in accordance with plans approved by the Plan Commission and all applicable Codes and policies.
- G. 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.
- H. 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. Uses allowed on this property shall be limited to those allowed by the I-1, Institutional zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended).
- B. There shall be no outdoor storage of equipment, parts, or other materials not directly associated with the operation of the solar energy collectors within or adjacent to the enclosed area(s) in the approved plans.
- C. Solar energy collectors shall be constructed and maintained in accordance with these Conditions and Restrictions and all applicable sections of the Municipal Code (as amended).
- D. All signs shall conform to the provisions of Sec. 17.0706 of the Municipal Code (as amended).
- E. Any change to the occupancy of the site or building shall conform to all Building, Fire, and Municipal Code requirements (as amended).
- F. Solid waste collection and recycling shall be the responsibility of the owner.
- G. 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

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended).

5. LIGHTING

- A. All plans for new outdoor lighting shall be reviewed and approved by the Electrical Inspector in accordance with Section 17.0808 of the Municipal Code (as amended).
- B. All light sources shall be shielded and directed downward.

6. BUILDING AND PARKING SETBACKS\*

	Front and Street Setback	Rear (North) Setback	Side Setback
Principal Structure(s)	40 ft	20 ft	20 ft
Accessory Structure(s)*	40 ft	20 ft	20 ft
Off-street Parking	30 ft	5 ft	5 ft
Solar Energy Collectors**	40 ft	20 ft	20 ft

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

*\*\*Increased setbacks, buffers, and/or screening may be required as part of Plan Commission reviews and approvals.*

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 OF CONDITIONAL USE PERMIT

This Conditional Use Permit is limited in duration to ten (10) years from the date of issuance of the Conditional Use Permit. The 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).

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 10 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.

SECTION 2: Except as herein modified the conditions and restrictions approved by the Ordinance shall remain in full force and effect.

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: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

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

Passed and adopted this 1<sup>st</sup> day of June, 2021.

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

Approved this 1<sup>st</sup> day of June, 2021.

\_\_\_\_\_  
Mayor

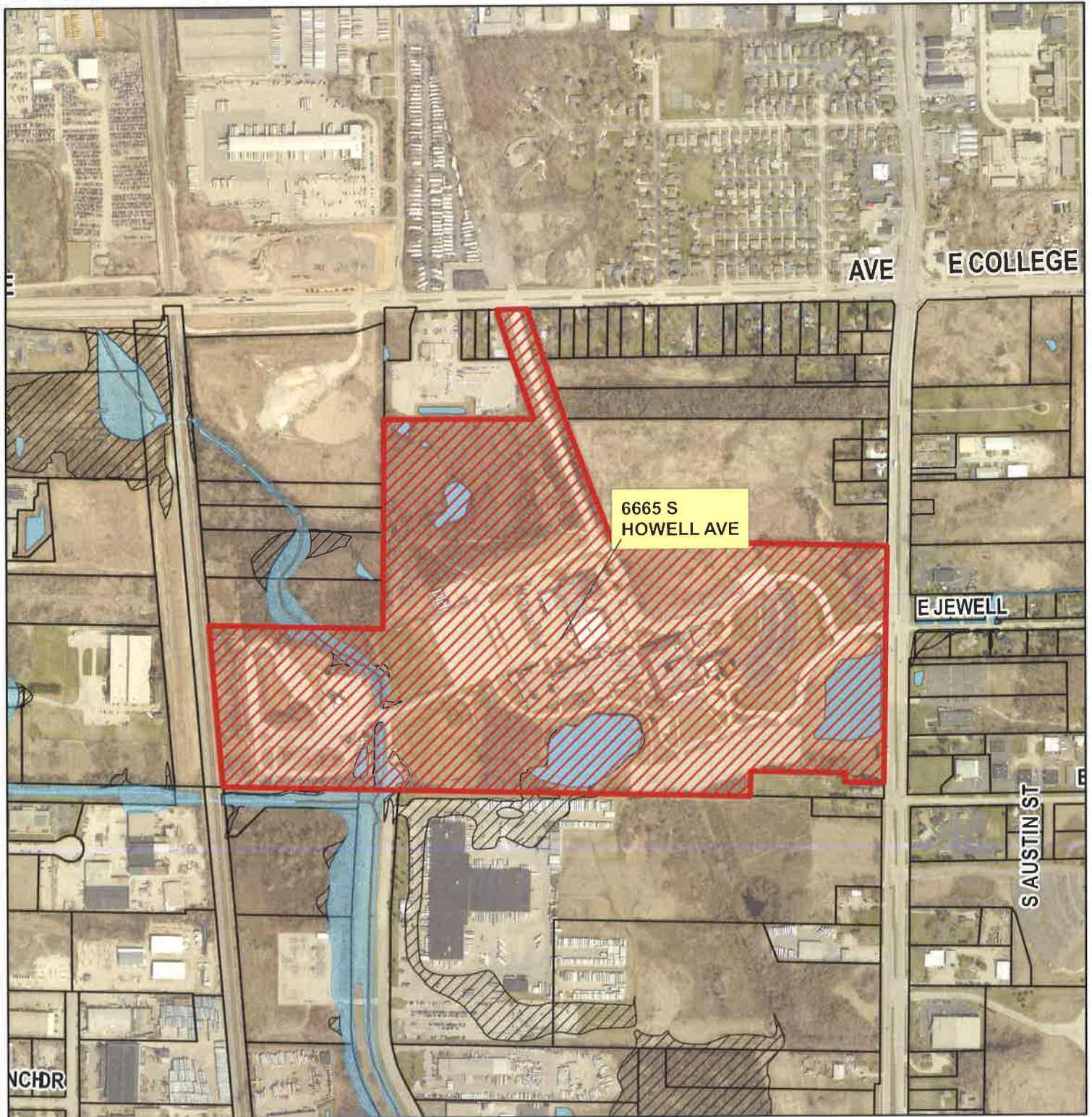
ATTEST:

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

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

# Location Map

## 6665 S. Howell Ave.



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



Community Development



### Legend

- - Official Map
- ▭ Parcels
- ▬ Floodway
- ▨ 6665 S. Howell Ave.
- ▩ Flood Fringe



Phone: 1.920.893.8388  
Fax: 920.892.7807  
www.archelec.com

March 16<sup>th</sup>, 2021

Anthony Csavoj  
Building Inspector  
8040 S 6th St  
Oak Creek, WI 53154  
414-349-4564

Dear Mr. Csavoj,

Arch Electric is a Sheboygan County Electrical contractor based in Plymouth, WI, specializing in Solar Energy. We are the chosen electrical contractor for the Milwaukee Area Technical College, Oak Creek Campus solar installation. An approximate 530' x 85' (1 acre) area in the north portion of parcel 7189961002 is proposed to be fenced in with rows of solar panels installed to capture solar energy and convert to usable electric energy to meet utility standards. The proposed fence is to be 8' tall black fencing. The solar panels proposed to be a maximum of 14' in height with a 3' clearance underneath them. The panels are fixed mounted with a 25-degree tilt on a single post racking design. Each table of panels is about 13' x 80'. Proposed are 3 rows of solar panels in 513' in length. The solar panels are proposed to maintain all minimum required setback from property lines. The proposed location of this site is north of the MATC building. Nearest neighboring houses are greater than 1,300' away.

Thank you for your consideration.

Sincerely,

Dan Steinhardt, CEM and Master Electrician



THE SOLAR + ENERGY STORAGE EXPERTS

1237 Pilgrim Rd.  
Plymouth, WI 53073

2025 N. Summit Ave., Suite 100A  
Milwaukee, WI 53202

2302 Vondron Rd.  
Madison, WI 53718

# Madison Area Technical College Oak Creek Campus Solar Project



Parcel Number: 7189961002

Approximate Square Footage of Site: 45,000sf

**ARCH ELECTRIC**  
THE SOLAR - ENERGY STORAGE EXPERTS

Address: 1237 Pilgrim Rd  
City: Plymouth  
State: WI  
Zip Code: 53073

Project Manager: Dan Steinhart  
Phone: (920) 838-4108  
Email: dan@archelec.com

Designer: Rebecca Nicholson  
Phone: (920) 838-5368  
Email: rebecca@archelec.com

Customer: MATC - Oak Creek Campus  
Address: 6665 S. Howell Ave  
City: Milwaukee  
State: WI  
Zip Code: 53154  
Contact: Kelly Cech  
Phone: (414) 315-3433  
Email: cechk@matc.edu

Project Number: PV 20.046 System Size: 346.32kW  
Designer: Rebecca Nicholson  
Phone: (920) 838-5368

Cover/Site Location

Revision: 1 Date: 3.18.21

Page A.1

Parcel Number: 7189961002      Approximate Square Footage of Site: 45,000sf

Array #	Array Pitch	True Azim.	Mod. Count	Array Tilt
1	25	160°	936	25°



Install Notes:

The proposed system will be grid-tied at the meter via underground bore. Approximate distance: 850'



THE SOLAR - ENERGY STORAGE EXPERTS  
 Customer: MATC - Oak Creek Campus  
 Address: 6665 S. Howell Ave  
 City: Milwaukee  
 State: WI  
 Zip Code: 53154  
 Contact: Kelly Cash  
 Phone: (414) 315-3433  
 Email: cecskj@matc.edu

Project Number:      System Size:  
**PV 20.046      346.32kW**  
 Designer:      920.838.5308

Rebecca Nicholson

Site Overview

Revision: 2      Date: 3.16.21

Page A.3



Scale:





Parcel Number: 7189961002

Approximate Square Footage of Site: 45,000sf

Array #	Array Pitch	True Azim.	Mod. Count	Array Tilt
1	25	160°	936	25°

**Install Notes:**

8' safety fence to surround array

Weed barrier topped with 4-6" white aggregate within fence boundaries and extending a minimum of 1' beyond fence

Concrete bollards to be installed every 6' along service road's edge



THE SOLAR • ENERGY STORAGE EXPERTS

Customer: MATC - Oak Creek Campus  
Address: 6665 S. Howell Ave  
City: Milwaukee  
State: WI  
Zip Code: 53154  
Contact: Kelly Cech  
Phone: (414) 315-3433  
Email: cechk@matc.edu

Project Number: PV 20.046 System Size: 346.32kW  
Designer: 820.838.5388

Rebecca Nicholson

Array Layout

Revision: 3 Date: 3.16.21

Page A.2



**GENERAL NOTES**

- ALL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE GOVERNING CODE - SEE "CODE INFORMATION"
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT JOB SITE BEFORE STARTING WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF ENGINEER PRIOR TO COMMENCEMENT OF WORK.
- CONNECTIONS AND IMPLIED CONSTRUCTION ASSEMBLIES THAT ARE NOT SPECIFICALLY DESCRIBED OR DETAILED SHALL BE CONSTRUCTED USING STANDARD CONSTRUCTION PRACTICES IN COMPLIANCE WITH GOVERNING CODES AND ORDINANCES.
- WRITTEN INFORMATION AND DIMENSIONS SHALL TAKE PRECEDENCE OVER GRAPHIC INFORMATION. DO NOT SCALE DRAWINGS. RESOLVE ANY CONFLICTS ON THE PLANS WITH ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
- WHEN DETAILS LABELED "TYPICAL" OR "SIMILAR" ARE GIVEN ON DRAWINGS, THE CONTRACTOR SHALL APPLY THE INTENT OF THE DETAIL TO THAT SPECIFIC CONDITION.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE AND PROPER SHORING AND BRACING TO MAINTAIN SAFE CONDITIONS AT ALL TIMES UNTIL STRUCTURAL ELEMENTS ARE PERMANENTLY ATTACHED. DRAWINGS INDICATE STRUCTURE IN FINAL FORM CAPABLE OF SUPPORTING DESIGN LOADINGS.
- SOL COMPONENTS SHALL BE IMMEDIATELY NOTIFIED OF ANY MATERIAL WHICH ARRIVES DAMAGED OR OUT OF SPECIFICATION.
- FOUNDATION DESIGN IS BASED OFF OF CUSTOMER SUPPLIED GEOTECHNICAL REPORTS, PULL TEST DATA, AND/OR SOILS INFORMATION AVAILABLE THROUGH THE NATURAL RESOURCES CONSERVATION SERVICE. NATURAL VARIATIONS IN GROUND CONDITIONS WILL OCCUR BETWEEN EXPLORATION POINT LOCATIONS OR DUE TO THE MODIFYING EFFECTS OF CONSTRUCTION OR WEATHER AND CAN RESULT IN PILE REFUSAL. THE NATURE AND EXTENT OF SUCH VARIATIONS MAY NOT BECOME EVIDENT UNTIL DURING OR AFTER CONSTRUCTION. SOL COMPONENTS IS NOT LIABLE FOR PILE REFUSAL AND HAS PROVIDED A DRIVEN PILE REFUSAL MITIGATION GUIDELINES DOCUMENT TO AID ON FIELD REMEDIATION.
- FIELD DRILLED HOLES SHALL BE SPACED NOT LESS THAN 2X DIA. FOR HOLE TO HOLE SPACING OR 1.5X DIA. HOLE TO EDGE SPACING. BRACES AND PURLINS MAY BE ADJUSTED ONCE WITHOUT REMEDIATION SO LONG AS THE AFOREMENTIONED HOLE SPACING REQUIREMENTS ARE MET. ANY ADDITIONAL FIELD ADJUSTMENTS SHALL BE SUBMITTED TO SOL COMPONENTS FOR REVIEW.

**STRUCTURAL SPECIFICATION**

- STEEL GRADES:
  - C SHAPES, L SHAPES & PLATES: A1003 GRADE AS NOTED BELOW
  - MACHINE BOLTS (M6): SAE J429 GRADE 5 OR 3045H
  - STAINLESS STEEL
  - NUTS: SAE J995 GRADE 5 OR 3045H STAINLESS STEEL
- ALL BOLTS GREATER THAN 1/2" DIAMETER SHALL BE HIGH STRENGTH BOLTS, UNO
- BOLT HOLES SHALL BE 1/16" LARGER IN DIAMETER THAN THE BOLT FOR BOLTS 1/2" DIAMETER OR GREATER. BOLT HOLES SHALL BE 1/32" LARGER IN DIAMETER THAN THE BOLT FOR BOLTS LESS THAN 1/2" DIAMETER.
- SELF-DRILLING SCREWS SHALL BE ELOCO EDB741 PER ICC-ES ESR-3294

**COLD-FORMED STEEL MATERIALS AND INSTALLATION**

- ITEMS SPECIFIED AS COLD-FORMED STEEL FRAMING SHALL BE DESIGNED, DETAILED AND FABRICATED IN ACCORDANCE WITH A.I.S.I. SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS, 2012 EDITION.
- COLD-FORMED MEMBER SIZES ARE GIVEN IN MILLS TO REFLECT THE CURRENT INDUSTRY TREND. FOR INFORMATIONAL PURPOSES, EQUIVALENT GAGE SIZES ARE GIVEN AS FOLLOWS:
  - 20 GAGE = 33 MIL 14 GAGE = 68 MIL
  - 18 GAGE = 43 MIL 12 GAGE = 97 MIL
  - 16 GAGE = 54 MIL 10 GAGE = 118 MIL
- COLD-FORMED STEEL MEMBERS SHALL BE OF THE TYPE AND SIZE AS SHOWN ON THE DRAWINGS AND SPECIFICATIONS.
- ALL 118, 97, 68, AND 54 MIL ITEMS SHALL BE FORMED FROM STEEL MEETING THE MINIMUM REQUIREMENTS OF ASTM A-1003 ST GRADE 50H.
- COLD-FORMED STEEL MEMBERS SHALL BE GALVANIZED G90 COATING UNLESS NOTED OTHERWISE. FOUNDATIONS SHALL BE GALVANIZED G210 COATING MINIMUM.
- CUTTING, NOTCHING OR BORING OF STEEL FLANGES SHALL NOT BE PERMITTED UNLESS OTHERWISE NOTED.
- LIGHT GAUGE COLD FORMED STEEL INCLUDES SHEARED EDGES WHICH ARE UNCOATED AND WILL SHOW SACRIFICIAL CORROSION. THE EXPOSURE OF THE UNDERLYING STEEL CAUSED BY COATING DAMAGE OR A CUT EDGE WILL NOT RESULT IN CORROSION OF THE STEEL AND THIS WILL NOT AFFECT THE PERFORMANCE OF THE COATING ON THE STEEL STRUCTURE.
- ALL FLUES OF METAL SHALL BE FULLY SEATED AND FLUSH, AND FASTENERS COMPLETELY ENGAGED.

**HOT-FORMED STEEL MATERIALS**

- HOT-FORMED FOUNDATIONS SHALL BE ASTM A992 GR. 50.
- HOT-FORMED FOUNDATIONS SHALL BE HOT-DIP GALVANIZED ASTM A123.

**CODE INFORMATION**

- GOVERNING CODES, STANDARDS AND SPECIFICATIONS:
- 2015 INTERNATIONAL BUILDING CODE (IBC)
  - ASCE STANDARD (ASCE 7-10) MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
  - AISI SPECIFICATIONS FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS
  - 2018 WISCONSIN BUILDING CODE

# SOL COMPONENTS

## GROUND FIXED-TILT PHOTOVOLTAIC SUPPORT SYSTEM

**DESIGN CRITERIA**

DESIGN DEAD LOADS:	
MODEL/FRAME	2.31 PSF

WIND DESIGN CRITERIA:	
WIND SPEED	140 MPH
RISK CATEGORY	1
WIND EXPOSURE FACTOR	0.8

SNOW DESIGN CRITERIA:	
GROUND SNOW LOAD	30 PSF
RISK CATEGORY	1

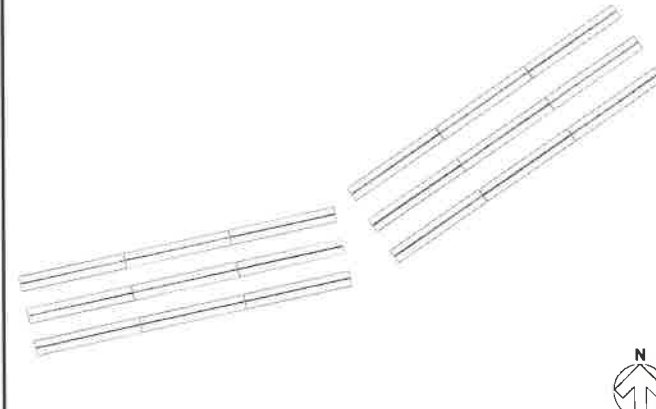
SEISMIC DESIGN CRITERIA:	
RISK CATEGORY	1
SL	0.050
S <sub>s</sub>	0.005
S <sub>1</sub>	0.010
SITE CLASS	0
SEISMIC DESIGN CATEGORY	1

FOUNDATION DESIGN  
PER IBC SECTION 1807.3

**PROJECT SUMMARY**

MODULE TYPE	PHILADELPHIA SOLAR P2-14726P-6.0/100
DESIGN MODULE B/W GAP	3/8"
MODULE DIMENSIONS	5760mm x 1600mm x 40mm
PROJECT SIZE	1402 KW DC
MODULE COUNT	876
TABLE SIZES	2X26
TILT ANGLE	10 DEGREES
AZIMUTH ANGLE	260.4165 DEGREES
NOMINAL PILE REVEAL	SEE NOTES A-D
GROUND CLEARANCE	70 IN
FASTENER TORQUE (AS APPLICABLE)	6000 FT-LBS (817.03) 1345 FT-LBS (184.74) 1050 FT-LBS (143.28)

**NOTE:**  
THE PHOTO VOLTAIC (PV) MODEL SUPPORT DESIGN ONLY APPLIES IF THE FOLLOWING CODES AND SPECIFICATIONS, DEAD LOADS, WIND LOAD CRITERIA AND SOIL MATERIAL CLASS LISTED UNDER THE DESIGN CRITERIA ARE MET. THE MODEL SUPPORT DESIGN SYSTEM SHALL NOT BE USED IN AREAS THAT DO NOT MEET THESE DESIGN CRITERIA.



**SYSTEM TOLERANCES**

PILE:	<ul style="list-style-type: none"> <li>± 1" MAX VERTICAL TOLERANCE BETWEEN PILES</li> <li>± 2 DEGREES PLUMB NORTH-SOUTH &amp; EAST-WEST</li> <li>± 1" EAST-WEST SPACING</li> <li>± 1" NORTH-SOUTH SPACING</li> <li>± 6 DEGREES TWIST/YAW</li> <li>SEE SC 4.0 FOR MAXIMUM PILE REVEAL</li> </ul>
SYSTEM TILT:	<ul style="list-style-type: none"> <li>± 1 DEGREES STRUCTURALLY ACCEPTABLE</li> <li>± 0.25" RECOMMENDED FOR AESTHETICS</li> </ul>
TABLE GAP:	NOMINAL DESIGN +1", 2" MINIMUM
FAULTING:	± 2" VERTICAL TABLE GAP
PURLIN CANTILEVER :	± 3"

**SHEET INDEX**

COVER SHEET.....	SC 0.0
BILL OF MATERIALS.....	SC 1.0
SITE ARRAY LAYOUT.....	SC 2.0
TABLE-TO-TABLE PILE SPACING.....	SC 2.1
2X26 PERIMETER TABLE DETAILS.....	SC 3.0
TYPICAL DETAILS.....	SC 4.0
TRENCH CLEARANCE TO PILE DETAIL.....	SC 4.1

REVISION	DATE	DESCRIPTION

CLIENT:

### ARCH ELECTRIC

1001-A PITTSBURGH ANTOCH HWY  
PITTSBURGH, CA 94565

PROJECT:

## 346.3 KW MATC

SITE LOCATION:

OAK CREEK, WI  
42.9251, -87.9162

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SCALE:  
As Noted

PROJECT NO.:  
SC20-070

SHEET NO:  
COVER SHEET

# SC 0.0

Description	Part Number	Revision	Part Length (in.)	2x26 Perimeter Table	Total Nominal Qty.
Pile, C8x3.5, 10GA, 25 Deg, Dual Brace, 184 in Length	FND-0101-184	A	184.00	144	144
Equipment Pile, C8x3.5, 10GA, 184 in Length	-	A	184.00	0	6
Riser, T5x2.0, 12GA, G140	ACC-0070	A	18.50	144	144
Angle Brace, SDS, L2.5x2.5, 12GA, 42 in Length	ANG-0009-42	A	42.00	144	144
Angle Brace, SDS, L2.5x2.5, 12GA, 51 in Length	ANG-0009-51	A	51.00	144	144
Top Chord, SC20-070 Arch Electric MATC, C8x2.0, 14GA	TCH-0039	A	125.16	144	144
Purlin Bracket, SDS, 16GA, No Tab	ACC-0048	A	11.25	576	576
Purlin A, SC20-070 Arch Electric MATC, C6x2.0, 16GA, 10 Module	PUR-0105	A	393.14	144	144
Purlin B, SC20-070 Arch Electric MATC, C6x2.0, 16GA, 6 Module	PUR-0106	A	235.73	72	72
Purlin Splice, Bolted, 12GA, 6in Purlin, Unslotted	ACC-0017	A	6.00	144	144
Table Splice	ACC-0005	C	15.00	-	19
Serrated Hex Flange Bolt, Grade 5, HDG, 1/2-13 Thread, 1 in Length	FAS-0001-HDG	A	-	2,592	2,592
Serrated Hex Flange Nut, Grade 5, HDG, Blue Wax, 1/2-13 Thread	FAS-0002-HDG	A	-	2,592	2,592
Hex Head Self-Drilling Screw, #12, #3 Tip, 1000 Hour Salt Spray, 3/4 in Length	FAS-0009-ZNC	A	-	3,024	3,024
Serrated Hex Flange Bolt, 304 SST, 5/16-18 Thread, 5/8 in Length	FAS-0005-SST	A	-	3,744	3,782
Serrated Hex Flange Nut, 304 SST, 5/16-18 Thread	FAS-0006-SST	A	-	3,744	3,782
Purlin Squaring Appliance, Philadelphia PS-M72(BF)	ACC-0110	A	-	-	2

REVISION	DATE	DESCRIPTION

CLIENT:  
**ARCH ELECTRIC**



1001-A PITTSBURG AMTLOCH HWY  
PITTSBURG, CA 94565



PROJECT:  
**346.3 KW MATC**

SITE LOCATION:  
OAK CREEK, VT  
42 9251-87 9162

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SCALE:  
As Noted

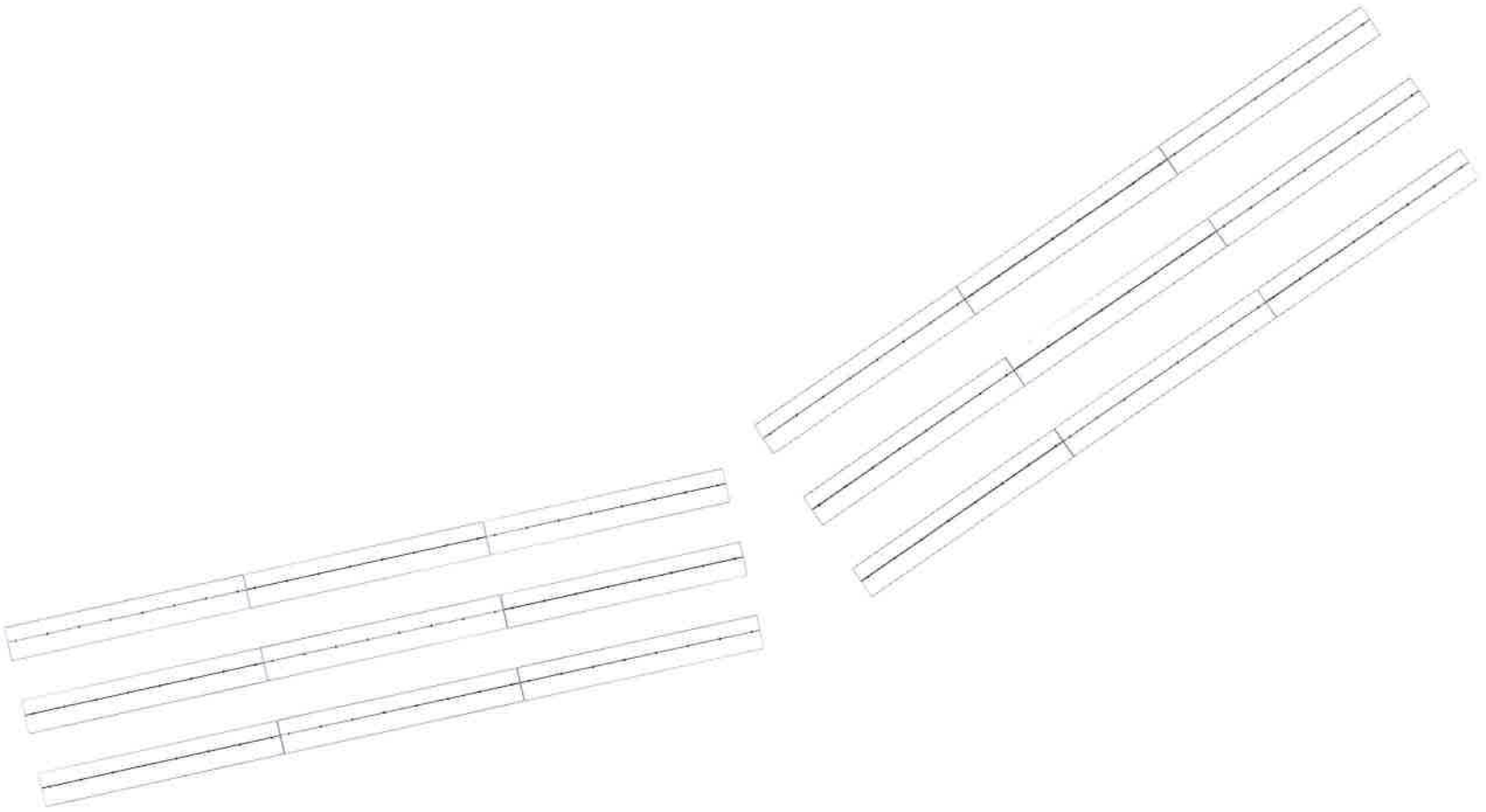
PROJECT NO.: SC20-070

SHEET NO.:  
BILL OF MATERIALS

**SC 1.0**

**1** BILL OF MATERIALS  
SCALE: N.T.S.

RACKING PILE COUNT	144	
TABLE TYPE	TABLE QTY.	LEGEND (N.T.S.)
2X26 PERIMETER TABLE, TYP.	18	



REVISION	DATE	DESCRIPTION

CLIENT:  
**ARCH ELECTRIC**



1001-A PITTSBURG ANTOCH HWY  
PITTSBURG, CA 94585



PROJECT:  
**346.3 KW MATC**

SITE LOCATION:  
OAK CREEK, WI  
42.9251, -87.9162

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SCALE:  
As Noted

PROJECT NO.: SC20-070

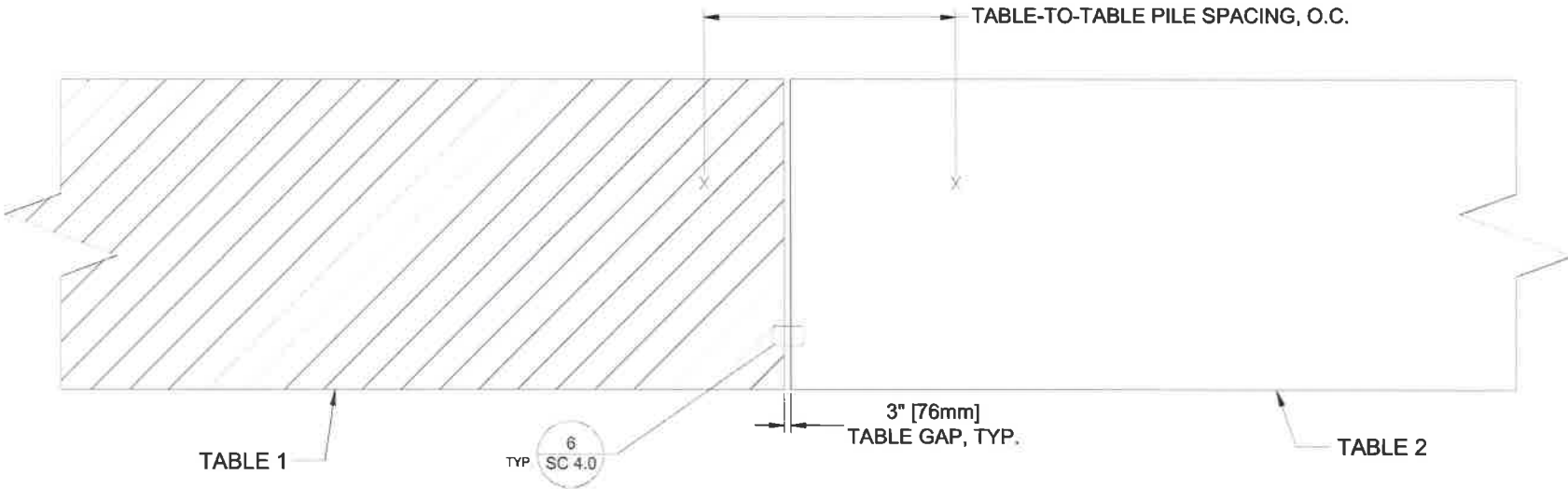
SHEET NO.:  
**SITE ARRAY LAYOUT**  
**SC 2.0**

**1** SITE ARRAY LAYOUT  
SCALE: N.T.S.

TABLE 1	TABLE 2	TYP. TABLE-TO-TABLE PILE SPACING
2X26 PERIMETER	2X26 PERIMETER	6'-1 3/4" [1874mm]

**NOTES:**

1. PILE SPACING VALUES IDENTICAL FOR INVERTED TABLE 1 & 2 DESIGNATION.
2. AISLE REFERS TO EITHER LEFT OR RIGHT AISLE TABLES.
3. ONLY APPLIES FOR TABLES IN CONTINUOUS ROW WITH SPECIFIED TABLE GAP.



REVISION	DATE	DESCRIPTION

CLIENT:  
**ARCH ELECTRIC**



PROJECT:  
**346.3 KW MATC**

SITE LOCATION:  
OAK CREEK, WI  
42 9251, -87 9162

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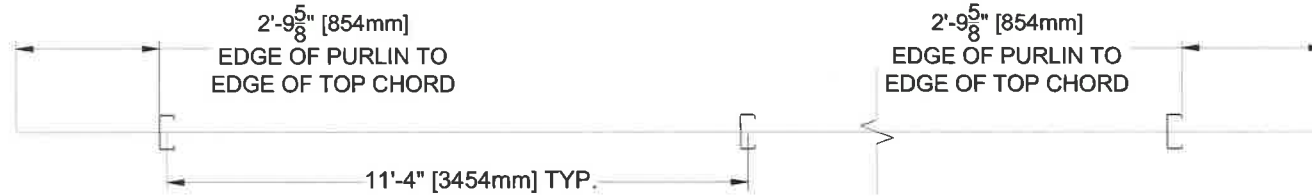
PROJECT NO.:  
SC20-070

SHEET NO.:  
**TABLE-TO-TABLE PILE SPACING**  
**SC 2.1**

NOTE:  
OPEN FACE OF PILE POINTS EAST

PILE QTY. PER TABLE	8
MIN. PILE EMBEDMENT	10'-4"

REVISION	DATE	DESCRIPTION



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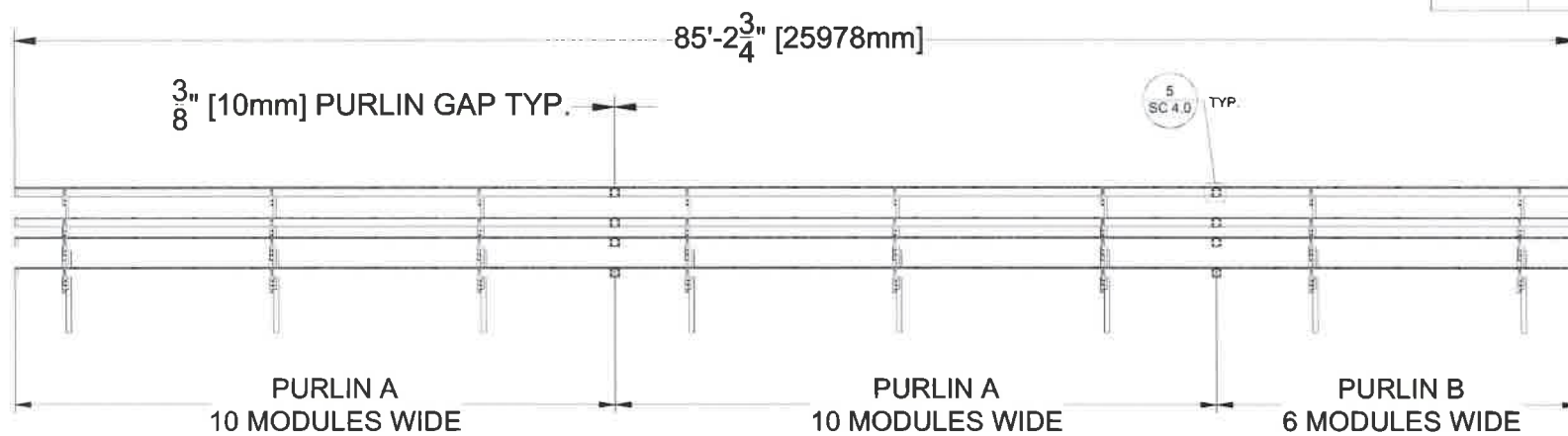


1001 A PITTSBURG ANTIPOCH HWY  
PITTSBURG, CA 94555



**1** 2X26 PERIMETER TABLE PILE SPACING  
SCALE: N.T.S.

PURLIN	QTY. PER TABLE
PURLIN A	8
PURLIN B	4



PROJECT:  
346.3 KW MATC

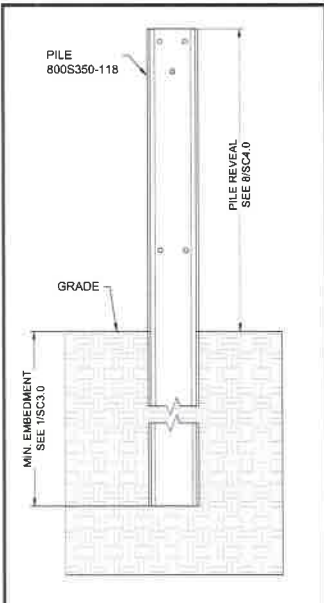
SITE LOCATION:  
OAK CREEK, WI  
+2 9251, +87 1142

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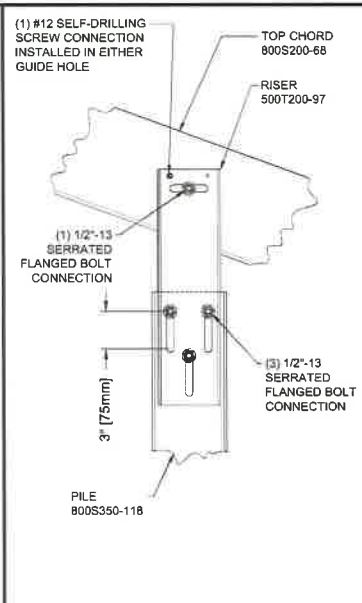
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SCALE:  
As Noted  
PROJECT NO.: SC20-070

**2** 2X26 PERIMETER TABLE PURLIN SPACING  
SCALE: N.T.S.

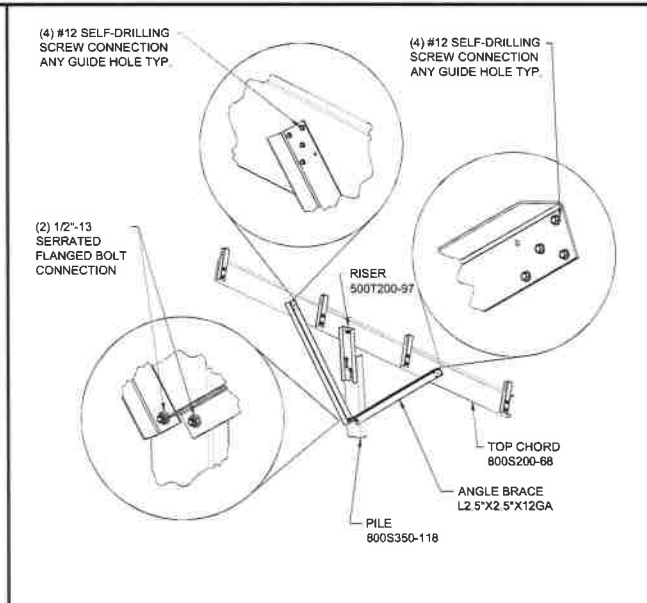
SHEET NO.:  
2X26 PERIMETER  
**SC 3.0**



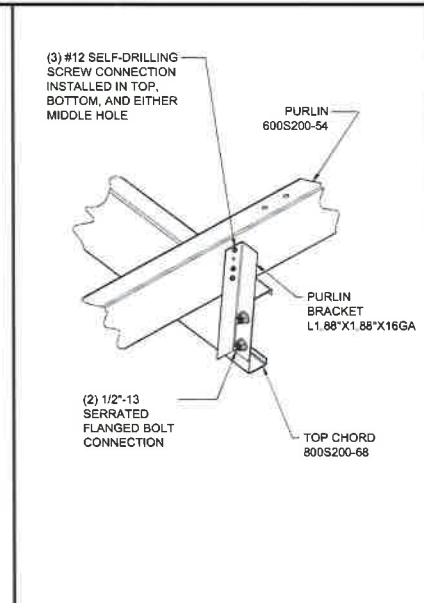
**1** PILE FOUNDATION  
SCALE: N.T.S.



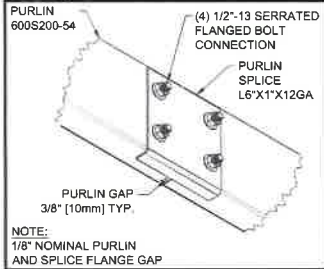
**2** TOP CHORD TO PILE CONNECTION  
SCALE: N.T.S.



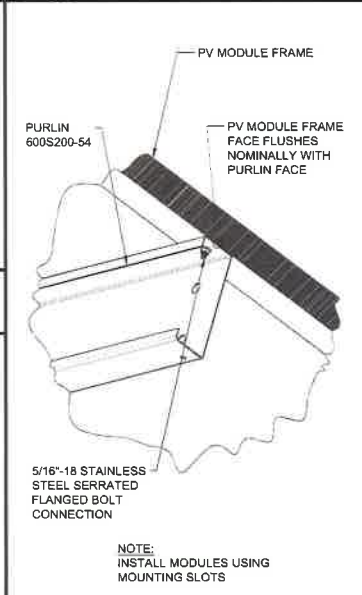
**3** KICKER TO PILE AND TOP CHORD CONNECTIONS  
SCALE: N.T.S.



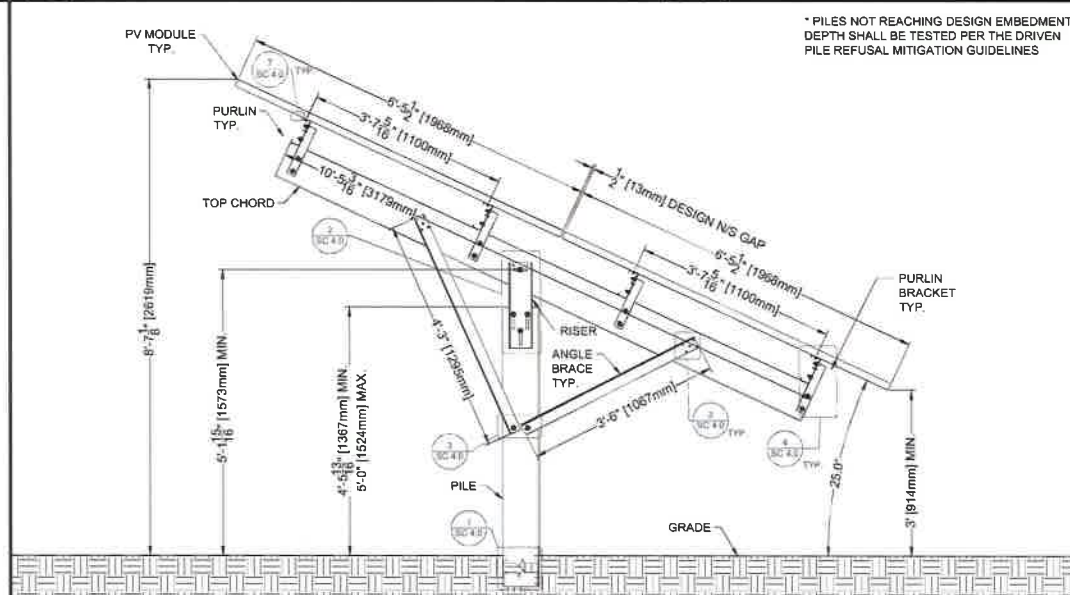
**4** PURLIN TO TOP CHORD CONNECTION  
SCALE: N.T.S.



**5** PURLIN SPLICE CONNECTION  
SCALE: N.T.S.



**7** PV MODULE TO PURLIN CONN.  
SCALE: N.T.S.



**8** FRAMING SECTION - TWO ROWS OF MODULES IN PORTRAIT ORIENTATION  
SCALE: N.T.S.

REVISION	DATE	DESCRIPTION

CLIENT:  
**ARCH ELECTRIC**

1001-A PITTSBURG ANTIPOCH HWY  
PITTSBURG, CA 94555



PROJECT:  
**346.3 KW MATC**

SITE LOCATION:  
OAK CREEK, WY  
42.9351, -107.9162

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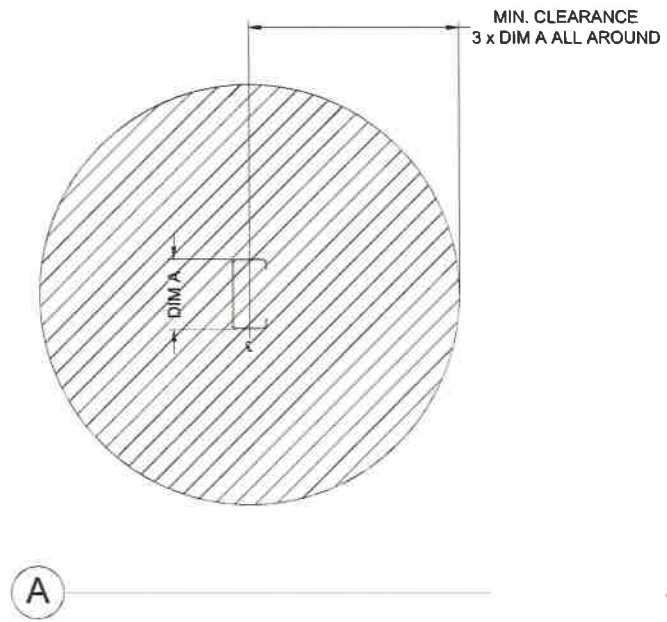
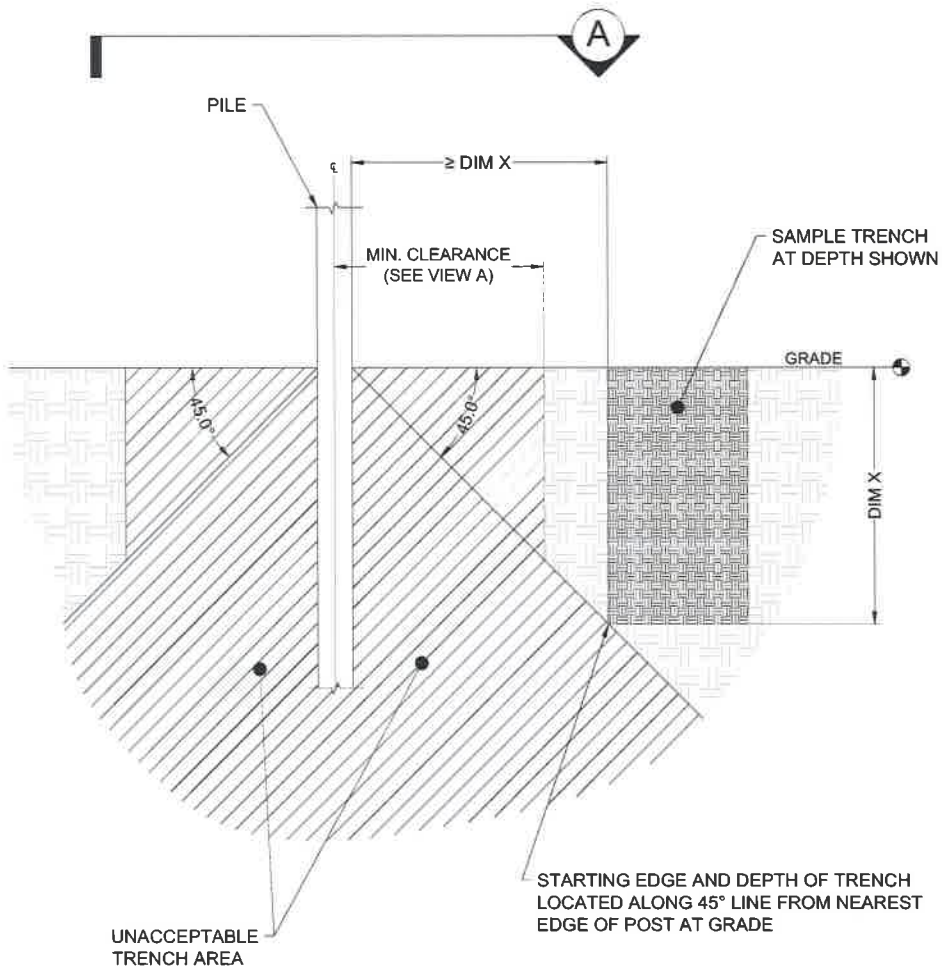
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SCALE:  
As Noted

PROJECT NO.:  
SC20-070

SHEET NO.:  
TYPICAL DETAILS

**SC 4.0**



REVISION	DATE	DESCRIPTION

CLIENT:  
**ARCH ELECTRIC**



1001-A PITTSBURG ANTIPOCH HWY  
PITTSBURG, CA 94565



PROJECT:  
**346.3 KW MATC**

SITE LOCATION:  
OAK CREEK, WI  
42 9251-87 91x2

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SCALE:  
As Noted

PROJECT NO :  
SC20-070

SHEET NO :  
**TRENCH CLEARANCE TO PILE DETAIL**  
**SC 4.1**

**1**

MINIMUM TRENCH TO PILE CLEARANCE REQUIREMENTS  
SCALE: N.T.S.



## GROUND FIXED-TILT SOLUTION



SOL Components is a premier steel provider to the Solar PV Industry. Our class-leading products are produced with domestic material in 9 factories located throughout the United States. With production capacity in excess of 1,000 tons of steel per day, we satisfy commercial and utility scale project requirements with tight delivery timelines.



### FLEXIBLE DESIGN

Configurable to cover all design requirements - from variable module string lengths to 170 mph winds.



### BUILDS FAST

Lowest part and fastener count for ease-of-assembly and speedy construction. Forging installation tolerances to keep you building.



### ESTABLISHED SUPPLY CHAIN

9 manufacturing facilities across the country and dedicated logistic support. Our well-oiled machine delivers on time.



### INDUSTRY PROVEN

With over 1GW deployed, the SOL Components GFT system is the market leader in domestic fixed-tilt installations.

### STANDARD CONFIGURATION

- Intuitive and low-cost design using standard profiles.
- Fewest components and fasteners for speedy construction.
- Generous vertical, N/S, and E/W adjustability.
- Integrated wire-management.



### MAX-LOAD CONFIGURATION

- Dual-support design for maximum wind and snow loads.
- High-strength and lightweight materials.
- Ideal for hurricane and heavy snow environments.



### SHARED-RAIL CONFIGURATION

- 3-purlin design with shared clamping.
- Ergonomic stainless steel mid-clamp assemblies.
- 25% reduction in module mounting bolts.
- Up to 2,000 man-hours saved per 100MW.

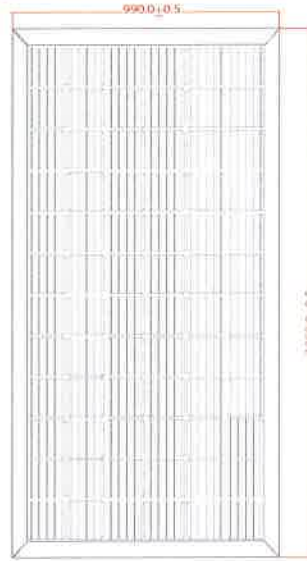


#### STRUCTURAL AND MECHANICAL SPECIFICATIONS

<b>Inclination Range</b>	5-35 Degrees
<b>Foundations</b>	Roll-Formed C or W-Section Piles
<b>Modules Supported</b>	All Standard Framed and First Solar Series 6
<b>Module Orientation</b>	2-Portrait
<b>Module Attachment</b>	Direct-Bolt to Purlin Standard, Clamp Configurable
<b>Structure Material</b>	ASTM A653 Grade 50 Steel
<b>Hardware</b>	Galvanized and Stainless Serrated Flange, No Washers
<b>Corrosion Protection</b>	G90-G360 Pre-galvanized and Hot-Dip Galvanized
<b>Grade Change</b>	20% Continuous E/W
<b>Max Wind Speed</b>	Any
<b>Max Snow Load</b>	Any
<b>Wind Tunnel Testing</b>	CPP Third Party Testing Laboratory
<b>Bonding and Grounding</b>	Intertek Listed UL2703, No Bonding Plates or Star Washers
<b>Warranty</b>	20 Years Standard, Extensions Available

# PS-M72(BF) (360-380 W)

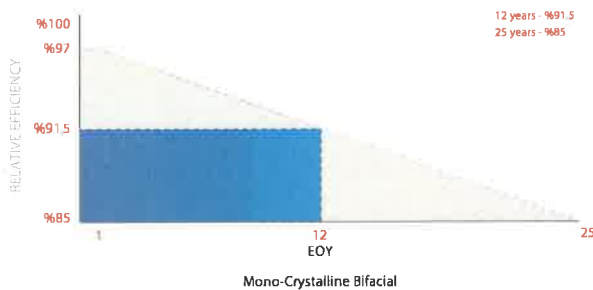
## Mono-CRYSTALLINE MODULE



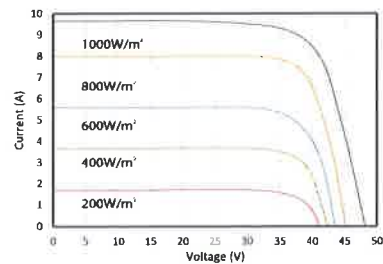
PS-M72 (BF) Dimensions

Philadelphia Solar's Mono-Crystalline Bifacial Modules with power up to 380 Wp are produced using the state-of-the-art (automated) robotic production lines. These modules are suitable to be used for most electrical power applications and have excellent durability to prevailing weather conditions.

### LINER PERFORMANCE WARRANTY



### IV - CURVE M72 (BF) - 370W



### Certificates

- Bankability Report DNV GL



- Power measuring tolerance:  $\pm 3\%$ , other measurements tolerances:  $\pm 5\%$
- Datasheet is subjected to changes without prior notice, always obtain the most recent version of the datasheet.
- Caution: For professional use only, the installation and handling of PV modules and cleaning modules require professional skills and should only be performed by qualified professionals, please read the Installation and Operation Manual before using the modules, also Cleaning Guidelines.

ELECTRICAL CHARACTERISTICS	360W	365W	370W	375W	380W
Characteristics (STC)	STC	STC	STC	STC	STC
Open Circuit Voltage - Voc (V)	48.04	48.12	48.36	48.63	48.90
Short Circuit Current - Isc (A)	9.55	9.62	9.70	9.78	9.87
Maximum Power Voltage - Vmpp (V)	39.95	40.25	40.60	40.85	41.05
Maximum Power Current - Impp (A)	9.02	9.07	9.12	9.18	9.26
Maximum Power - Pmax (W)	360	365	370	375	380
Module Efficiency - $\eta$ ' (%)	18.5	18.7	19.0	19.2	19.5

Values at Standard Test Conditions STC (Air Mass AM1.5, Irradiance 1000W/m<sup>2</sup>, Cell Temperature 25°C).








MATERIAL CHARACTERISTICS		PACKAGING	
Characteristics	Value	Physical Characteristics	Value
Cells per Module	72	Module Dimensions (mm)	1968 x 990 x 40
Cell Type	Grade A - Mono-Crystalline Silicon (PERC) Bifacial 156.75x0.25± 156.75 mm	Module Weight (kg)	22
Front Surface	Anti-Reflective Coated Tempered 3.2mm Glass	Pallet Dimensions W.D.H (mm)	27
Encapsulant	PID Free EVA	Modules per Pallet	2010 x 1140 x 1130
Back Cover	Transparent Backsheet	Container Capacity	Value
Frame	Anodized Aluminum	20 Feet Container	270 Modules
Junction Box	IP68, 3 Bypass Diodes	40 Feet High-Cube Container	594 Modules
Cable and Connector	1.2m Solar Cables with MC4 interconnection		
Fire Classification	Spread of flame : A / Burning brand : C		

Electrical Characteristics with Different Rear Side Power Gain ( Reference to 370 W front)					
Backside Power Gain	5%	10%	15%	20%	25%
Rated Maximum Power P max W	388.5	407.5	425.5	444.0	462.5
Open Circuit Voltage Voc	48.36	48.36	48.40	48.40	48.40
Short Circuit Current - ISC (A)	10.19	10.67	11.16	11.64	12.13
Maximum Power Voltage - Vmpp (V)	40.57	40.57	40.60	40.60	40.60
Maximum Power Current - Impp (A)	9.58	10.03	10.49	10.94	11.40
Module Efficiency - Em (%)	19.94	20.92	21.84	22.79	23.74

THERMAL CHARACTERISTICS		OPERATING CONDITIONS	
Characteristics	Value		
Voltage Temperature Coefficient (%/°C)	-0.30	Maximum System Voltage - Vmax (V)	1000/1500
Current Temperature Coefficient (%/°C)	+0.05	Maximum Series Fuse (A)	20
Power Temperature Coefficient (%/°C)	-0.380	Operating Temperature Range (°C)	IEC: -40 to + 85 /UL: -40 to + 90
NOCT (°C)	42 ± 2	Bifaciality Ratio	75% ±5%

WARRANTY	
Product	12 Years
Power Output	12 Years; 91.5 % of Power Output 25 Years; 85 % of Power Output

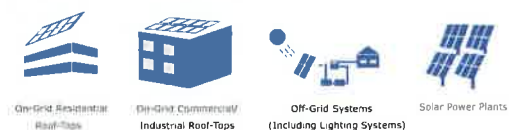
## FEATURE

-  Less degradation than standard modules
-  Positive power tolerance up to %3 extra output.
-  Excellent low light performance.
-  More power gain with same area
-  Easy to handle, %35-25 lighter weight than dual glass modules.
-  In-line and post EL (Electroluminescence) machines.
-  PID resistant.

## BENEFITS

- Outstanding technical support.
- Pre and after sales-service.
- 12 years warranty on material and workmanship .
- 25 years linear performance warranty.
- Marketing support to official distributors.
- Customized mounting solutions.

## APPLICATIONS



**EXCERPTED MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, APRIL 13, 2021**

Mayor Bukiewicz called the meeting to order at 6:01 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; Doug Seymour, Director of Community Development; and Mike Havey, Assistant Fire Chief. Nick Sansone, Network Administrator, facilitated the video conference.

**CONDITIONAL USE PERMIT  
MILWAUKEE AREA TECHNICAL COLLEGE - OAK CREEK  
6665 S. HOWELL AVE.  
TAX KEY NO. 718-9961-002**

Planner Papelbon provided an overview of the Conditional Use Permit (CUP) request for the installation of solar energy collectors at 6664 S. Howell Avenue (see staff report for details).

Commissioner Chandler asked the applicant what the proposed energy collectors will be used for.

Dan Steinhardt, 1237 Pilgrim Avenue, Plymouth, WI, representing Arch Electric, responded that the solar panels will be used for offsetting the existing building's energy load, as well as to be studied for classroom purposes.

Mayor Bukiewicz asked Mr. Steinhardt about the design of the mounting structures and the proposed landscaping underneath.

Mr. Steinhardt explained that the structural design, and stated that the ground underneath the collectors will be filled with white gravel rock to allow for reflectivity.

Alderman Guzikowski moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit for solar energy collectors on the property at 6665 S. Howell Ave. after a public hearing and subject to Conditions and Restrictions that will be prepared for the Plan Commission's review at the next meeting (April 27, 2021).

Alderman Loreck seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Siepert seconded. On roll call: all present voted aye. Motion carried. The meeting was adjourned at 7:13 pm.

ATTEST:

  
\_\_\_\_\_  
Kari Papelbon, Plan Commission Secretary

4-27-21  
\_\_\_\_\_  
Date

**EXCERPTED MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, APRIL 27, 2021**

Mayor Bukiewicz called the meeting to order at 6:01 p.m. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Sullivan, Commissioner Carrillo, Alderman Loreck, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldani, and Commissioner Siefert. Also present: Kari Papelbon, Planner; Laurie Miller, Zoning Administrator; and Mike Havey, Assistant Fire Chief. Thomas Kramer, Assistant IT Manager, facilitated the video conference. Commissioner Chandler was excused

**CONDITIONS AND RESTRICTIONS  
MILWAUKEE AREA TECHNICAL COLLEGE - OAK CREEK  
6665 S. HOWELL AVE.  
TAX KEY NO. 718-9961-002**

Planner Papelbon provided an overview of the draft Conditions and Restrictions for the Conditional Use Permit (CUP) for the installation of solar collectors on approximately 1 acre of the property (see staff report for details).

Planner Papelbon stated that during the preparations for Conditions and Restrictions, staff came upon a previous Conditional Use Permit for 1 or 2 solar arrays on the south corner of the building. Planner Papelbon said that this will be considered an Amendment because the previous Conditional Use Permit was specific to the number and location for the solar arrays.

Kelly Cech, 6665 S. Howell Ave., Oak Creek, WI, offered to answer any questions.

Commissioner Siefert moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restriction as part of the Conditional Use Permit for solar energy collectors on the property at 6665 S. Howell Ave.

Commissioner Hanna seconded. On roll call: all voted aye. Motion carried.

ATTEST:

  
\_\_\_\_\_  
Kari Papelbon, Plan Commission Secretary

5-11-21  
\_\_\_\_\_  
Date

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

**Applicant:** Milwaukee Area Tech. College  
**Property Address:** 6665 S. Howell Ave.  
**Tax Key Number(s):** 718-9961-002  
**Conditional Use:** Solar Energy Collectors

**Approved by Plan Commission:** 4-27-21  
**Approved by Common Council:** TBD  
(Ord. 3010, Amend. Ord. 2542)

1. LEGAL DESCRIPTION

MATC S1/2 OF NE1/4 SEC. 5-5-22 EXC COM SE COR OF SD1/4 SEC TH W 759 FT N 132 FT E 495 FT S 49.5 FT E 264 FT TH S 82.5 FT TO BEG & EXC E 60 FT FOR AVE ALSO: S 40 ACS OF N1/2 OF NE1/4 SEC 5-5-22 LYING WLY OF ELY LI OF FORMER CNS&M RR ROW ALSO: 150 FT FORMER CNS&M RR ROW IN THE 40 ACS OF NE1/4 SEC 5-5-22 ALSO: S 50 ACS OF NW1/4 SEC 5-5-22 LYING E OF CMSTP&P RR ROW EXEMPT.

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. Solar energy collectors shall be installed per the plans approved in Ord. 2542 and these Conditions and Restrictions.**

C. 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 storage area(s)
- m) Location(s) of wetlands (field verified)
- n) Flood hazard area boundaries
- o) Location(s) and details of sign(s)
- p) Location(s) and details of proposed fences/gates

2) **Landscape Plan**

- a) Screening plan, including parking lot & utilities screening/berming
- b) Planting number, sizes, types, & details
- c) Percentage open/green space

3) **Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans (w/dimensions)
- c) Construction materials, colors, percentages

4) **Lighting Plan**

- a) Types & color of fixtures, shields
- b) Mounting heights
- c) Type, height, and 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) Stormwater management structures and basins/green infrastructure (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)

D. 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.

- E. 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.
- F. Landscaping shall be installed in accordance with plans approved by the Plan Commission and all applicable Codes and policies.
- G. 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.
- H. 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. Uses allowed on this property shall be limited to those allowed by the I-1, Institutional zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended).
- B. There shall be no outdoor storage of equipment, parts, or other materials not directly associated with the operation of the solar energy collectors within or adjacent to the enclosed area(s) in the approved plans.
- C. Solar energy collectors shall be constructed and maintained in accordance with these Conditions and Restrictions and all applicable sections of the Municipal Code (as amended).
- D. All signs shall conform to the provisions of Sec. 17.0706 of the Municipal Code (as amended).
- E. Any change to the occupancy of the site or building shall conform to all Building, Fire, and Municipal Code requirements (as amended).
- F. Solid waste collection and recycling shall be the responsibility of the owner.
- G. 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

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended).

5. LIGHTING

- A. All plans for new outdoor lighting shall be reviewed and approved by the Electrical Inspector in accordance with Section 17.0808 of the Municipal Code (as amended).
- B. All light sources shall be shielded and directed downward.

6. BUILDING AND PARKING SETBACKS\*



	Front and Street Setback	Rear Setback	Side Setback
Principal Structure(s)	40 ft	20 ft	20 ft
Accessory Structure(s)*	40 ft	20 ft	20 ft
Off-street Parking	30 ft	5 ft	5 ft
Solar Energy Collectors**	40 ft	20 ft	20 ft

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

*\*\*Increased setbacks, buffers, and/or screening may be required as part of Plan Commission reviews and approvals.*

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 OF CONDITIONAL USE PERMIT

This Conditional Use Permit is limited in duration to ten (10) years from the date of issuance of the Conditional Use Permit. The 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).

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 10 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. REVOCATION

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

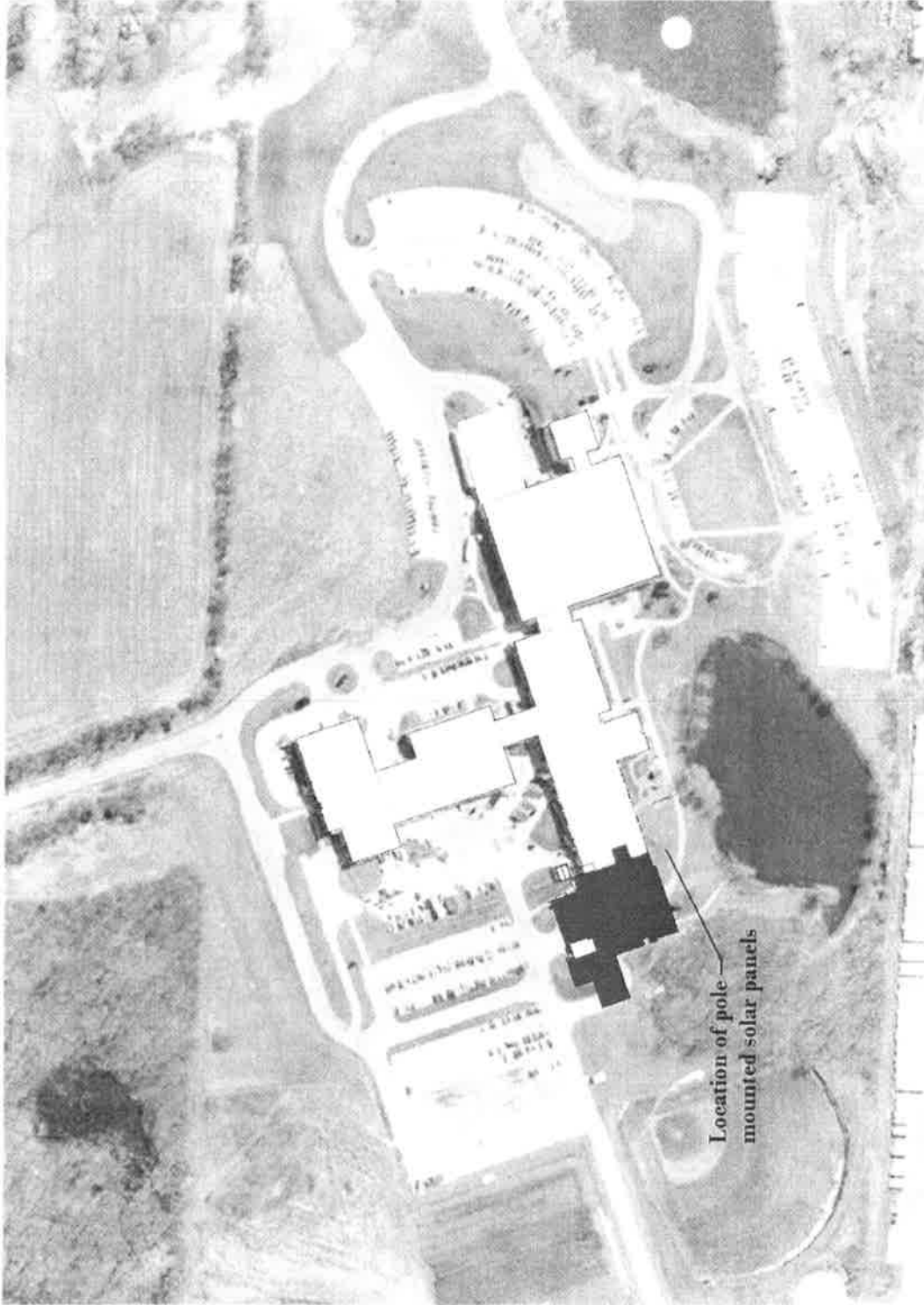
and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns.

\_\_\_\_\_  
Owner / Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(please print name)

DRAFT



**MATC Oak Creek  
Oak Creek, Wi**

**EXHIBIT B: LOCATION MAP FOR 2021 SOLAR ENERGY COLLECTORS**



**EXHIBIT C: SITE PLAN FOR 2021 SOLAR ENERGY COLLECTORS**

Parcel Number: 7189961002

Approximate Square Footage of Site: 45,000sf

Array #	Array Pitch	True Azim.	Mod. Count	Array Tilt
1	25	160°	936	25°



**Install Notes:**

The proposed system will be grid-tied at the meter via underground bore. Approximate distance: 850'

Page 7 of 7



Scale:



Customer: MATC - Oak Creek Campus  
 Address: 6995 S. Howell Ave  
 City: Milwaukee  
 State: WI  
 Zip Code: 53154  
 Contact: Kelly Cahill  
 Phone: (414) 315-3433  
 Email: ccahill@matc.edu

Project Number: PV 20 046 System Size: 346.32kW  
 Designer: Rebecca Nicholson

Rebecca Nicholson

Site Overview

Revision: 2 Date: 3/16/21

Page A 3

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 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 John Schlueter, Petrichor Holdings, LLC, on behalf of Carvana, for an amendment to the existing Conditional Use Permit to allow for 24-hour operations on the property at 561 W. College Ave.

**Hearing Date:**

June 1, 2021

**Time:**

7:00 PM

**Place:**

Oak Creek Civic Center (City Hall)  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers and Zoom (see above)

**Applicant(s):**

John Schlueter, Petrichor Holdings, LLC, on behalf of Carvana

**Legal Description:**

Certified Survey Map No 8522 NE 1/4 SEC 5-5-22 Lot 1. Part of the Northwest 1/4 of the Northeast 1/4 of Section 5, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northeast 1/4 Section; thence S00°23'09" W along the West line of said 1/4 Section, 306.25 feet to the Place of Beginning; thence N89°37'14" E, 132.00 feet; thence N00°23'09" E parallel to said West line, 174.31 feet; thence N17°59'26" E, 82.49 feet to the South line of West College Avenue; thence N88°55'34" E parallel to the North line of said Northeast 1/4 along the South line of West College Avenue, 242.10 feet; thence S00°23'09" W, 255.54 feet; thence N89°37'14" E, 266.53 feet to a point on a curve, formerly the West line of the Chicago North Shore & Milwaukee Railroad right-of-way; thence Southeasterly 330.73 feet along the arc of a curve with a 11,534.19 foot radius to the Northeast and a chord bearing S19°08'23" E, 330.71 feet; thence N89°52'26" W, 776.00 feet to a point of the West line of said 1/4 Section; thence N00°23'09" E along said West line 306.32 feet to the Place of Beginning.

Said lands containing 289,608 square feet or 6.6485 acres.

The Common Council has scheduled other public hearings for June 1, 2021 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

A copy of the proposed map amendment is available for review at the Department of Community Development.

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

Date of Notice: May 5, 2021

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 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.

## COMMON COUNCIL REPORT

- Item:** Conditional Use Permit Amendment – Hours of Operation - John Schlueter, Petrichor Holdings, LLC on behalf of Carvana
- Recommendation:** That the Council adopts Ordinance 3011, an ordinance to approve a Conditional Use Permit Amendment to allow 24/7 operations on a portion of the property at 561 W. College Ave.
- Fiscal Impact:** No direct fiscal impact is anticipated with this request. This property is not currently 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

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**Background:** The Applicant, on behalf of Carvana, is requesting approval for a proposed amendment to the existing Conditional Use Permit (CUP) for the property at 561 W. College Ave. Council may recall that an amendment to the CUP was approved in February of 2020 (Ord. 2965) for outdoor storage of vehicles on the property for both Carvana and Enterprise. Per the Conditions and Restrictions: “Deliveries of vehicles for sale for the Carvana operation shall occur between the hours of 7:00 AM and 8:00 PM.”

Carvana is requesting an amendment to allow for 24/7 operations on the west portion of the property as per the submitted exhibit. This is due to coordination issues with delivery of vehicles from the Chicago area, affected by traffic congestion during peak hours. Per the submitted narrative, the allowance for 24-hour operation in the designated area would alleviate the need for vehicle deliveries to queue along College Avenue while waiting for the facility to open. No other changes to the operations or Conditions and Restrictions is included in the request.

After careful consideration at the May 11, 2021 meeting, the Plan Commission recommended 4-3 (2 absent) approval subject to the attached Conditions and Restrictions.

**Options/Alternatives:** Council has the discretion to modify the proposed Conditions and Restrictions as part of the approval of the Conditional Use Permit, or deny the permit amendment request.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Kari Papelbon, CFM, AICP  
Planner



Fiscal Review:

*Maxwell Gagin*

Maxwell Gagin, MPA

Assistant City Administrator / Comptroller

Approved:

*Douglas W. Seymour*

Douglas W. Seymour, AICP

Director of Community Development

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Attachments:

Ord. 3011

Location Map

Ord. 2965, Conditions and Restrictions (6 pages)

Letter dated April 12, 2021 (4 pages)

Existing Site Plan (1 page)

Proposed Site Plan (1 page)

Plan Commission Meeting Minutes

Proposed Amended Conditions and Restrictions (7 pages)

ORDINANCE NO. 3011

By: \_\_\_\_\_

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS IN  
ORDINANCE NO. 2965 TO ALLOW FOR 24/7 OPERATIONS  
ON A PORTION OF THE PROPERTY AT  
561 W. COLLEGE AVE.

(1<sup>st</sup> Aldermanic District)

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

WHEREAS, Ordinance No. 2665 (The "Ordinance"), which approved a Conditional Use Permit for automobile service and outdoor storage of rental vehicles on the property at 561 W. College Ave. was approved on November 20, 2012; and

WHEREAS, the Ordinance affected the following legally described property;

CERTIFIED SURVEY MAP NO 8522 NE 1/4 SEC 5-5-22 LOT 1.

WHEREAS, Ordinance No. 2965, which approved an amendment to Ordinance No. 2665, to allow for Automobile Service (no engine/body repair or paint) and Outdoor storage of vehicles on the property at 561 W. College Ave. was approved on February 17, 2020; and

WHEREAS, the Applicant, JOHN SCHLUETER, PETRICHOR HOLDINGS, LLC, on behalf of CARVANA, is requesting that the Ordinance be amended to allow 24/7 operations on a portion of the property; and

WHEREAS, a public hearing was held on this matter on June 1, 2020 to hear comments from all who were interested.

NOW, THEREFORE, BE IT RESOLVED, 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 Conditions and Restrictions approved pursuant to Ordinance 2965 affecting the Property hereinabove described are amended as follows:

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Deliveries of vehicles for sale for the Carvana operation may occur 24 hours per day, 7 days per week restricted to the areas identified in Exhibit A. Deliveries in all other areas per Exhibit B shall occur between the hours of 7:00 AM and 8:00 PM.

SECTION 2: Except as herein modified the conditions and restrictions approved by the Ordinance shall remain in full force and effect.

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: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

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

Passed and adopted this 1<sup>st</sup> day of June, 2021.

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

Approved this 1<sup>st</sup> day of June, 2021.

\_\_\_\_\_  
Mayor

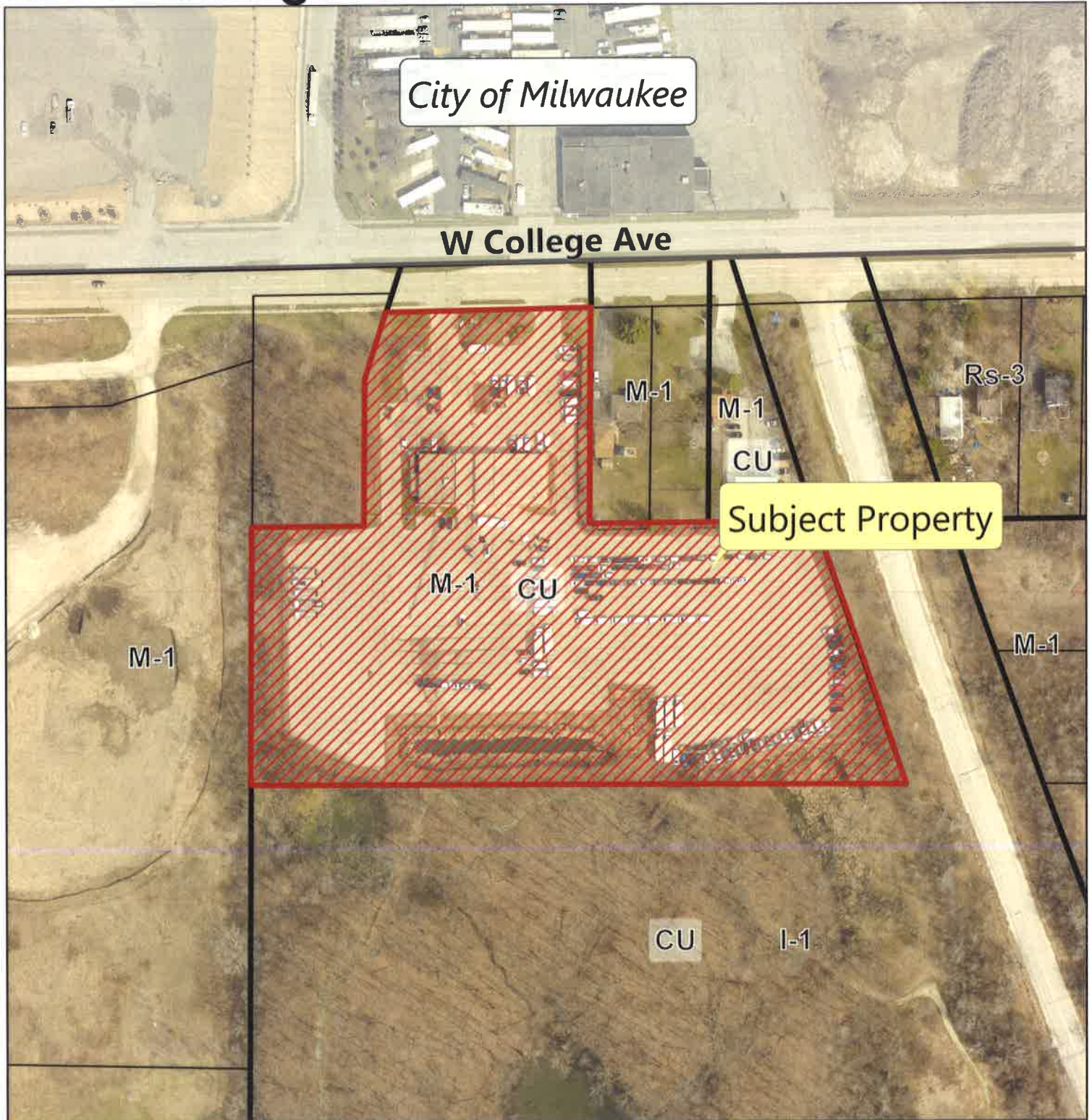
ATTEST:

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

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

# Location Map

## 561 W College Ave



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

### Legend

-  561 W College Avenue
-  Zoning
-  Floodway
-  Official Street Map
-  Flood Fringe
-  Parcels



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

**Applicant:** Christian Orr, Carvana  
Enterprise Rent-A-Car (former DTG Operations)

**Approved by Plan Commission:** 1-14-20

**Property Address:** 561 W. College Ave.

**Approved by Common Council:** 2-17-20  
(Ord. 2965, Amending Ord. 2665)

**Tax Key Number:** 718-9002-000

**Conditional Use:** Automobile Service (no engine/body  
repair or paint); Outdoor storage of vehicles

1. LEGAL DESCRIPTION

CERTIFIED SURVEY MAP NO 8522 NE 1/4 SEC 5-5-22 LOT 1.

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 & clients
  - iii) Number of 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 wetlands (field verified)
- m) 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 screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

3) **Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans
- 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

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.

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. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- F. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building or occupancy permit.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Deliveries of vehicles for sale for the Carvana operation shall occur between the hours of 7:00 AM and 8:00 PM.
- B. There shall be no sale of vehicles onsite. All transactions for inventory vehicles shall occur online or by prior arrangement.
- C. There shall be no public access to the fenced and screened storage areas.
- D. No pole signs, pennant flags, light pole flags, permanent banners, or flashing/blinking signs shall be permitted as part of this Conditional Use Permit.
- E. All outdoor storage of vehicles shall be within the approved, fenced and screened parking area to the south of the existing building.
- F. Long-term storage of vehicles shall be limited to the rear/southern parking lot. The front/north parking lot may be used for short-term (less than 14 calendar days) rental vehicle storage, such as vehicles being dropped off, picked up, cleaned, or maintained. Service or repair of vehicles shall be limited to the area behind the existing fence.
- G. Engine repair, body repair, and painting of vehicles shall be prohibited onsite.
- H. The outdoor storage area shall be used only for inventory vehicles for sale for the Carvana operation and fleet vehicles normally associated with a commercial car rental operation. There shall be no storage of semi-trucks or trailers, recreational vehicles, and construction vehicles or equipment, junk/damaged/non-inventory vehicles, parts, or supplies permitted.
- I. There shall be no storage of flammable or hazardous materials except those minimum quantities necessary for the operation of the permitted principal uses. All materials shall be stored inside the building or in an area approved by the Plan Commission and Fire Department.
- J. The applicant shall screen operations from the property to the east with a privacy fence or a combination of privacy fence and year-round landscaping. This screening shall be approved by the Plan Commission.
- K. Solid waste collection and recycling shall be the responsibility of the owner.
- L. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), Site Plans approved by the Plan Commission December 12, 2017, and the Site Plan included as Exhibit A of these Conditions and Restrictions.

5. LIGHTING

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

6. SETBACKS

	Front and Street Setback	Rear (North) Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure*	40 ft	5 ft	5 ft
Parking	30 ft	10 ft	10 ft

*\*No accessory structures shall be permitted in the front yard or in required buffer yards.*

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if an occupancy permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. 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.

9. 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 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 10 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.

10. REVOCAION

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

11. 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.



\_\_\_\_\_  
Owner / Authorized Representative Signature

John Schlueter

\_\_\_\_\_  
(please print name)

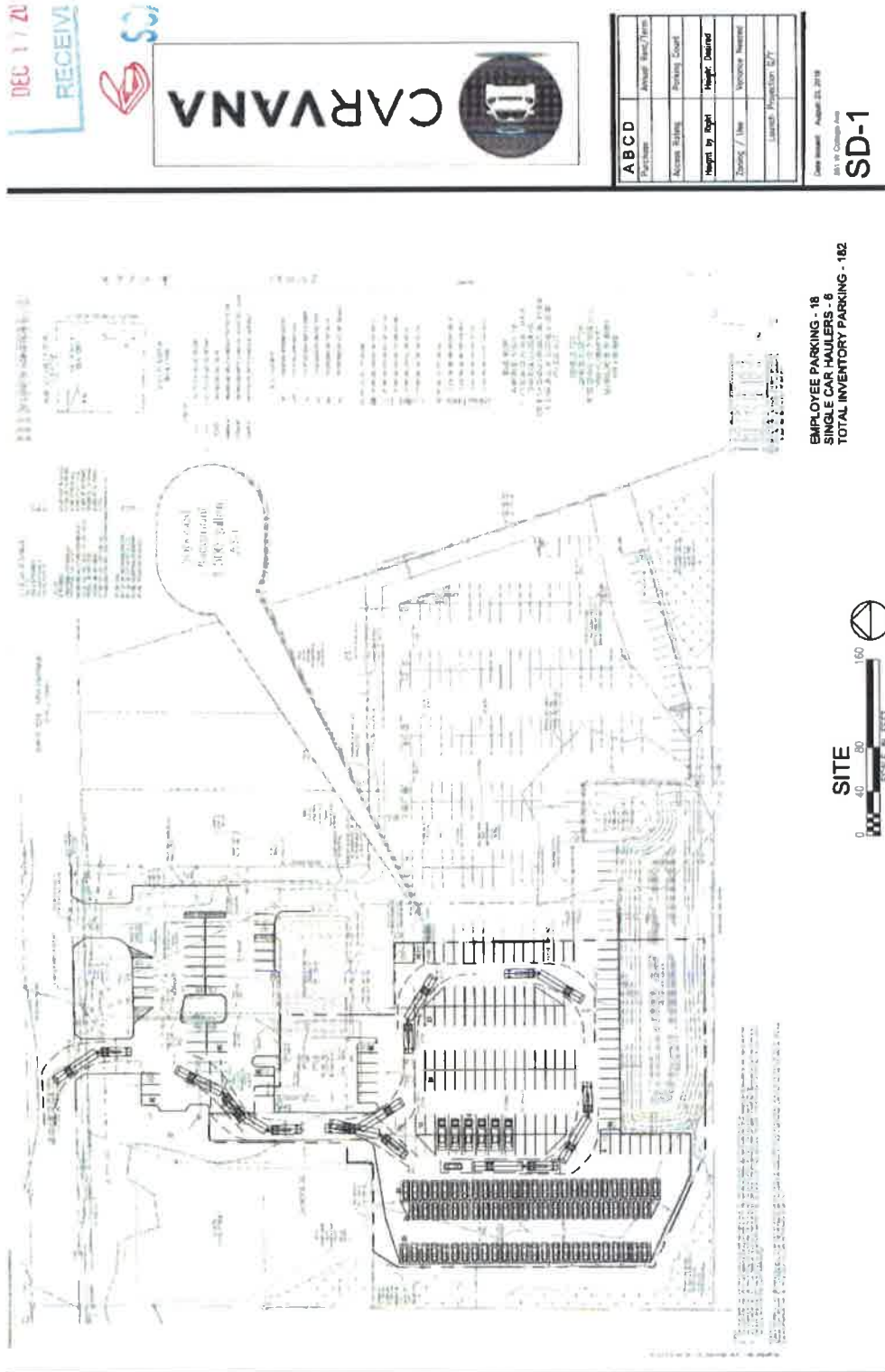
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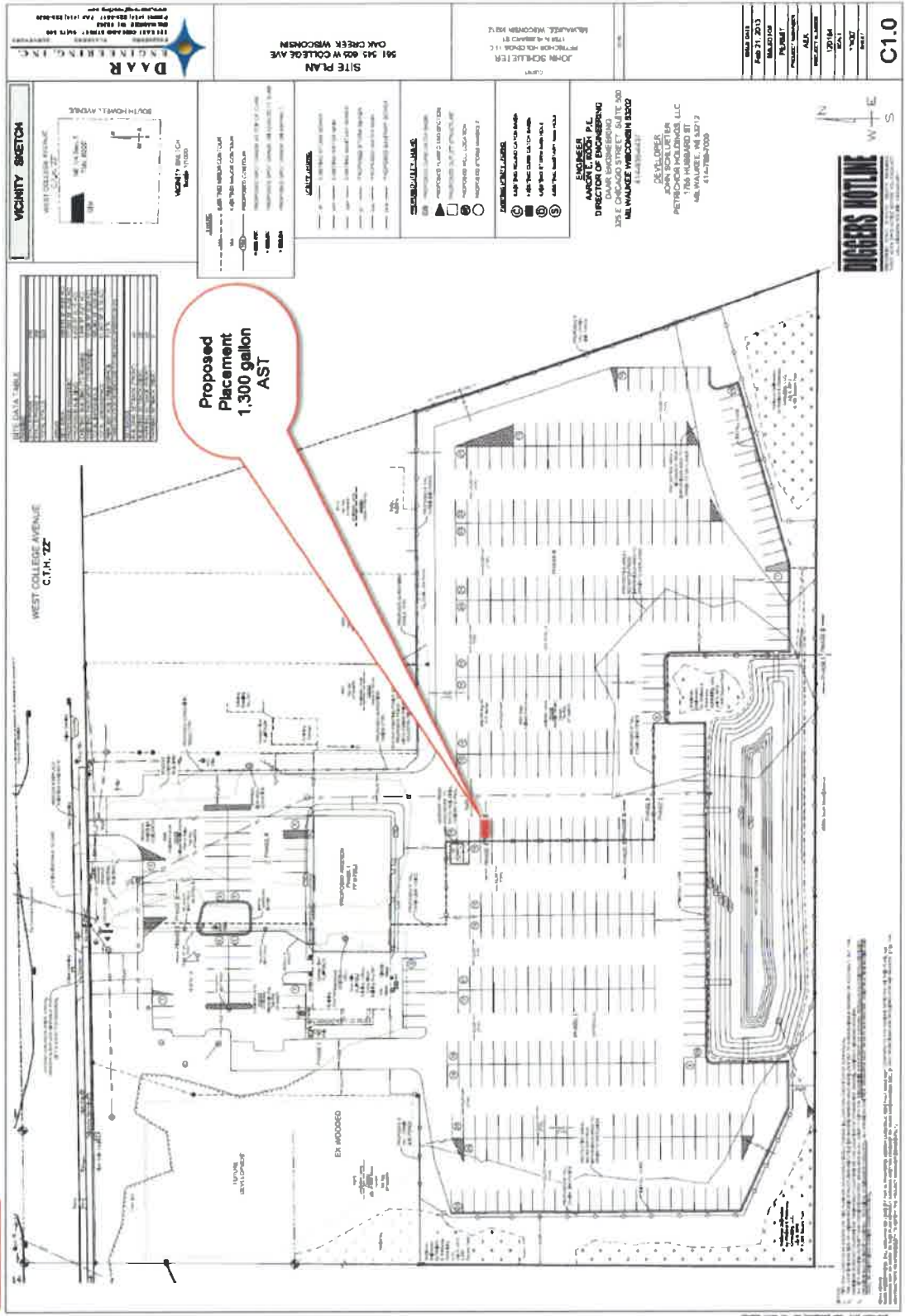
**EXHIBIT A: SITE PLAN**

(Detailed plans in accordance with these Conditions and Restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)



**EXHIBIT B: SITE PLAN APPROVED 12-12-17 (FOR REFERENCE)**

**APPROVED** *Agha Papadopoulos* PC Decision Date: 12-12-17.



<b>DAAR ENGINEERING</b> 561 EAST OGDEN STREET - SUITE 300 MILWAUKEE, WISCONSIN 53212 PHONE: 414.224.8888 FAX: 414.224.8889 WWW.DAAR-ENGINEERING.COM	<b>SITE PLAN</b> 561 345 405 W COLLEGE AVE OAK CREEK, WISCONSIN	CLIENT: JOHN SCHELLETER PETERSON HOLDINGS, LLC 1333 CONVERSE STREET MILWAUKEE, WISCONSIN 53212
		CONTRACT NO.: 17-0003 DATE: 12/12/17 PROJECT NAME: 561 345 405 W COLLEGE AVE
<b>VICINITY SKETCH</b> WEST COLLEGE AVENUE SOUTH HOWELL AVENUE 561 345 405 W COLLEGE AVE	<b>LEGEND</b> 1. 1,300 GALLON AST 2. 1,300 GALLON AST 3. 1,300 GALLON AST 4. 1,300 GALLON AST 5. 1,300 GALLON AST 6. 1,300 GALLON AST 7. 1,300 GALLON AST 8. 1,300 GALLON AST 9. 1,300 GALLON AST 10. 1,300 GALLON AST 11. 1,300 GALLON AST 12. 1,300 GALLON AST 13. 1,300 GALLON AST 14. 1,300 GALLON AST 15. 1,300 GALLON AST 16. 1,300 GALLON AST 17. 1,300 GALLON AST 18. 1,300 GALLON AST 19. 1,300 GALLON AST 20. 1,300 GALLON AST 21. 1,300 GALLON AST 22. 1,300 GALLON AST 23. 1,300 GALLON AST 24. 1,300 GALLON AST 25. 1,300 GALLON AST 26. 1,300 GALLON AST 27. 1,300 GALLON AST 28. 1,300 GALLON AST 29. 1,300 GALLON AST 30. 1,300 GALLON AST 31. 1,300 GALLON AST 32. 1,300 GALLON AST 33. 1,300 GALLON AST 34. 1,300 GALLON AST 35. 1,300 GALLON AST 36. 1,300 GALLON AST 37. 1,300 GALLON AST 38. 1,300 GALLON AST 39. 1,300 GALLON AST 40. 1,300 GALLON AST 41. 1,300 GALLON AST 42. 1,300 GALLON AST 43. 1,300 GALLON AST 44. 1,300 GALLON AST 45. 1,300 GALLON AST 46. 1,300 GALLON AST 47. 1,300 GALLON AST 48. 1,300 GALLON AST 49. 1,300 GALLON AST 50. 1,300 GALLON AST 51. 1,300 GALLON AST 52. 1,300 GALLON AST 53. 1,300 GALLON AST 54. 1,300 GALLON AST 55. 1,300 GALLON AST 56. 1,300 GALLON AST 57. 1,300 GALLON AST 58. 1,300 GALLON AST 59. 1,300 GALLON AST 60. 1,300 GALLON AST 61. 1,300 GALLON AST 62. 1,300 GALLON AST 63. 1,300 GALLON AST 64. 1,300 GALLON AST 65. 1,300 GALLON AST 66. 1,300 GALLON AST 67. 1,300 GALLON AST 68. 1,300 GALLON AST 69. 1,300 GALLON AST 70. 1,300 GALLON AST 71. 1,300 GALLON AST 72. 1,300 GALLON AST 73. 1,300 GALLON AST 74. 1,300 GALLON AST 75. 1,300 GALLON AST 76. 1,300 GALLON AST 77. 1,300 GALLON AST 78. 1,300 GALLON AST 79. 1,300 GALLON AST 80. 1,300 GALLON AST 81. 1,300 GALLON AST 82. 1,300 GALLON AST 83. 1,300 GALLON AST 84. 1,300 GALLON AST 85. 1,300 GALLON AST 86. 1,300 GALLON AST 87. 1,300 GALLON AST 88. 1,300 GALLON AST 89. 1,300 GALLON AST 90. 1,300 GALLON AST 91. 1,300 GALLON AST 92. 1,300 GALLON AST 93. 1,300 GALLON AST 94. 1,300 GALLON AST 95. 1,300 GALLON AST 96. 1,300 GALLON AST 97. 1,300 GALLON AST 98. 1,300 GALLON AST 99. 1,300 GALLON AST 100. 1,300 GALLON AST	<b>ENGINEER</b> ANDREW C. BOON, P.E. 1000 W. WISCONSIN AVENUE SUITE 200 305 E. CHICAGO STREET, SUITE 500 MILWAUKEE, WISCONSIN 53202 414.224.8888 WWW.DAAR-ENGINEERING.COM
<b>DEVELOPER</b> JOHN SCHELLETER PETERSON HOLDINGS, LLC 1333 CONVERSE STREET MILWAUKEE, WI 53212 414.224.8888		<b>DATE</b> 12/12/17 <b>PROJECT NAME</b> 561 345 405 W COLLEGE AVE <b>SCALE</b> AS SHOWN <b>PROJECT NUMBER</b> 17-0003



Rodney W. Carter  
Partner

511 North Broadway, Suite 1100  
Milwaukee, WI 53202-5502  
Direct: 414-978-5365  
Fax: 414-223-5000  
Rodney.Carter@huschblackwell.com

April 12, 2021

**VIA E-MAIL**

dseymour@oakcreekwi.org

Mr. Doug Seymour  
Director of Community Development  
City of Oak Creek  
8040 South 6th Street  
Oak Creek, WI 53154

Re: **Petrichor Holdings, LLC and Carvana LLC – Conditional Use Amendment  
561 West College Avenue (Tax Key Number: 718-9002-000)**

Dear Mr. Seymour:

Petrichor Holdings, LLC (the "**Property Owner**") is the longtime owner of the M-1 zoned parcel at 561 West College Avenue (the "**Property**").

In 2012, the City approved a conditional use permit for automobile service and outdoor storage of rental vehicles at the Property (the "**Initial CUP**"). Enterprise Truck Rental leases space from Property Owner and has operated under the Initial CUP.

Carvana subsequently became a tenant at the Property. Both Enterprise Truck Rental and Carvana currently operate at the Property. Carvana's activities at the Property, which are set forth more fully below, include the storage, staging, and delivery of pre-sold vehicles, and trade-ins ("**Carvana's Use**"). In 2019, Carvana requested an amendment to the Initial CUP to permit Carvana's operations at the Property ("**CUP Amendment #1**"). The permitted activities in the Initial CUP were very close to Carvana's proposed operations at the Property; however, the Initial CUP was specific to rental vehicles (as opposed to Carvana's inventory of pre-sold and trade-in vehicles). The Common Council approved CUP Amendment #1 on February 17, 2020.

CUP Amendment #1 provided that deliveries of vehicles for Carvana's operation shall occur between the hours of 7:00 AM to 8:00 PM, seven days a week (the "**Hours of Operation**"). Carvana initially believed the Hours of Operation would not pose a limitation on its operations. However, Carvana soon realized that the Hours of Operation posed a significant strain on its ability to accept delivery of vehicles at the Property. Deliveries of vehicles, often contending with

# HUSCH BLACKWELL

Mr. Doug Seymour  
Director of Community Development  
April 12, 2021  
Page 2

Chicago traffic conditions, proved extremely difficult to coordinate within the Hours of Operation. Other communities did not mandate set hours of operation for similarly used Carvana sites.

Carvana values the strategic benefits associated with being located in the City of Oak Creek. Aside from issues with the Hours of Operation, Carvana submits that it has been a good Oak Creek corporate citizen and a good tenant of Property Owner. However, the Hours of Operation have created a significant strain on Carvana's Use, and unless Carvana can be afforded some relief to the Hours of Operation, Carvana will need to evaluate potentially relocating Carvana's Use to another community.

In light of the forgoing, Carvana and Property Owner (the "**Applicants**") are respectfully submitting this second amendment to the conditional use permit ("**CUP Amendment #2**") to the City. The scope of CUP Amendment #2 is narrowly tailored to simply request unlimited hours of operation within a designated area of the Property. The Hours of Operation for CUP Amendment #1 would remain in effect for the majority of the Property, and would continue to apply to the eastern side of the Property.

By allowing unlimited hours of operation within a limited portion of the property, The Applicants can effectively mitigate delivery vehicles waiting to enter Property outside permitted hours of operation. We are asking for a very limited space on the property to allow for the expanded hours of operation, and we have strategically designated the area encompassing the proposed expansion of hours to be strategically located away from any inhabited neighboring property.

The Applicants respectfully request these approximate setbacks from the existing property lines:

North 140'  
South 125'  
East 215'  
West 40'

The College Avenue roadway is to the north. The south and west property lines abut vacant land. The nearest building to the south is approximately 1,300' and nearest building to the west is 2,000' (with a train line and other buffer components in between).

The enclosed site plan depicts the proposed area in which the Applicants request the expanded hours of operation. The areas marked in red on the site plan will be used to load and unload. The path marked in yellow is strictly for travel (and no loading or unloading will occur within the yellow pathway).

## **Carvana Overview**

Carvana is a publicly traded online automotive retailer that operates on a robust online platform ([www.carvana.com](http://www.carvana.com)) of over 22,000 vehicle selection across the country. Buyers make their vehicle selection using 360° views of the interior and exterior of the vehicle. Vehicles have clean titles that have undergone an extensive 150-point inspection and repair process, and typically

# HUSCH BLACKWELL

Mr. Doug Seymour  
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April 12, 2021  
Page 3

under 90,000 miles. Once they have made their vehicle selection and completed the purchase transaction portion, customers schedule a specific delivery time slot that can be made in as little as 24-hours. The Oak Creek area does not currently have one of Carvana's proprietary Car Vending Machine centers, so customer vehicles are delivered from the regional inspection center to local final-leg delivery hubs (like Carvana's Use at the Property); thereafter, the vehicles are delivered to the customer's office or home. Customers are given a 7-day or 400 mile test-to-own period where, for whatever reason, they can schedule a return pickup if necessary. Customers can also trade in their vehicles using Carvana's online portal's delivery scheduling options.

## Site Operation Overview

Carvana's Use is limited to the delivery hub activities set forth above. This includes in-bound receiving, storing, staging, and delivery of vehicles purchased online, and receiving outbound of trade-ins. In-bound multi-car haulers typically deliver pre-sold inventory between 7:00 am and 8:00 pm in accordance with CUP Amendment #1, typically between 7:00 am and 8:00 am. Unloading inventory occurs in the back lot behind the building providing a visual and audible barrier from street frontage and adjacent properties, minimizing presence and activities during designated Hours of Operation. Individual vehicle deliveries from this location to customers occurs daily between 7:00 am to 8:00 pm. Deliveries are by appointment only, and most typically occur between 10:00 am and 7:00 pm. The number of employees for operations is 4-8 depending on shift demand. CUP Amendment #2 would continue the ongoing tradition of minimizing presence and activities on the Property at all hours of the day.

As the enclosed site plan indicates, The Applicants are requesting that 24-hour vehicle loading and unloading is only permitted in a limited portion of the Property. All other areas of the Property would retain the existing Hours of Operation permitted under CUP Amendment #1.

We understand that the City has received ongoing complaints from the owner/operator of Top Tech Automotive LLC at 513 West College Avenue (the "**Top Tech Automotive Parcel**"). Those complaints pre-date Carvana's occupancy of the Property. The Top Tech Automotive Parcel was the only property owner to object to CUP Amendment #1, and City Staff has advised that the Top Tech Automotive Parcel has been the only entity to complain to the City since the City's approval of CUP Amendment #2.

We note that the Top Tech Automotive Parcel shares the Property's M-1 zoning designation. Uses of the Top Tech Automotive Parcel and the Property are similar, and both parcels are located in a corridor compatible with industrial zoning.

CUP Amendment #2 is designed to address Top Tech Automotive Parcel's concerns over Carvana's Hours of Operation. The designated portion of the Property which would allow 24-hour a day operations is strategically located as far as possible from the Top Tech Automotive Parcel—over 400 feet from the Top Tech Automotive Parcel's property line. In addition, Carvana delivery vehicles arriving at the Property outside CUP Amendment #1 Hours of Operation have routinely parked near the Property until they could gain proper access. Prohibiting delivery vehicles to enter the property outside the Hours of Operation led to the delivery vehicles waiting to access

# HUSCH BLACKWELL

Mr. Doug Seymour  
Director of Community Development  
April 12, 2021  
Page 4

the Property in very close proximity to the Top Tech Automotive Parcel (and led to complaints to the City from the Top Tech Automotive Parcel). CUP Amendment #2 will eliminate this type of activity. In addition, The Applicants recognize the concerns of the Top Tech Automotive Parcel and will continue to take all appropriate measures to contain noise.

## **Conclusion**

The Applicants ask for the City's support to incorporate the limited expansion of hours of operation described above. Carvana's operation is a less invasive land use than other M-1 uses in the City. The limited 24-hour operational area being requested will address the recent complaints made by the Top Tech Automotive Parcel and are consistent with uses in the immediate area of the College Avenue corridor. They advance Oak Creek's critical success factor for the Property of advancing a thoughtful development and prosperous economy within the City.

Thank you for your consideration.

Respectfully and sincerely,

**HUSCH BLACKWELL LLP**

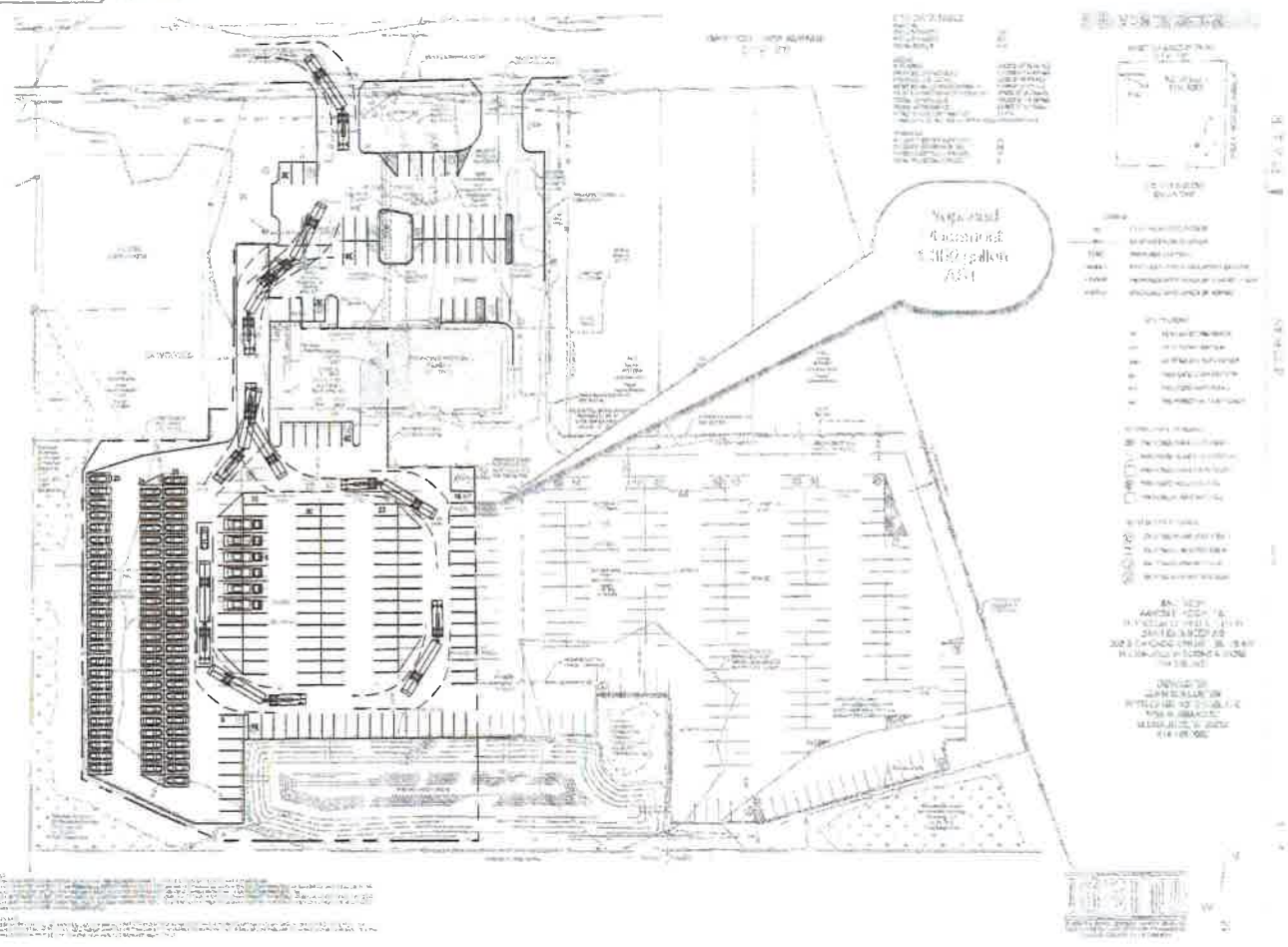


Rodney W. Carter

RWC/wp  
Enclosure

cc: Carvana LLC  
Petrichor Holdings, LLC

APPROVED: *[Signature]*



EXISTING BUILDING

100	EXISTING BUILDING
101	EXISTING BUILDING
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LEGEND

1	EXISTING BUILDING
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81-107  
 APPROX. 400' x 160'  
 11' TYPICAL SIDE LANE  
 DRIVEWAY 40' x 10'  
 200' x 40' SIDE DRIVE  
 11' SIDEWALK  
 11' SIDEWALK



EMPLOYEE PARKING - 18  
 SINGLE CAR HAULERS - 6  
 TOTAL INVENTORY PARKING - 182

CITY OF OAK CREEK  
 DEC 17 2019  
 RECEIVED



**CARVANA**

ABCD	
Purchase	Annual Rent/Term
Access Rating	Parking Count
Height by Right	Height Desired
Zoning / Use	Variance Needed
	Launch Projection Q/Y

DATE ISSUED: August 23, 2019  
 661 W College Ave  
**SD-1**





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

**Applicant:** Christian Orr, Carvana  
Enterprise Rent-A-Car (former DTG Operations)

**Approved by Plan Commission:** TBD

**Property Address:** 561 W. College Ave.

**Approved by Common Council:** TBD

**Tax Key Number:** 718-9002-000

(Ord. TBD, Amend. Ords. 2965 & 2665)

**Conditional Use:** Automobile Service (no engine/body repair or paint); Outdoor storage of vehicles

1. LEGAL DESCRIPTION

CERTIFIED SURVEY MAP NO 8522 NE 1/4 SEC 5-5-22 LOT 1.

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 & clients
  - iii) Number of 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 wetlands (field verified)
- m) 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 screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

**3) Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans
- 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

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.

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. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- F. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building or occupancy permit.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Deliveries of vehicles for sale for the Carvana operation may occur 24 hours per day, 7 days per week restricted to the areas identified in Exhibit A. Deliveries in all other areas per Exhibit B shall occur between the hours of 7:00 AM and 8:00 PM.**
- B. There shall be no sale of vehicles onsite. All transactions for inventory vehicles shall occur online or by prior arrangement.
- C. There shall be no public access to the fenced and screened storage areas.
- D. No pole signs, pennant flags, light pole flags, permanent banners, or flashing/blinking signs shall be permitted as part of this Conditional Use Permit.
- E. All outdoor storage of vehicles shall be within the approved, fenced and screened parking area to the south of the existing building.
- F. Long-term storage of vehicles shall be limited to the rear/southern parking lot. The front/north parking lot may be used for short-term (less than 14 calendar days) rental vehicle storage, such as vehicles being dropped off, picked up, cleaned, or maintained. Service or repair of vehicles shall be limited to the area behind the existing fence.
- G. Engine repair, body repair, and painting of vehicles shall be prohibited onsite.
- H. The outdoor storage area shall be used only for inventory vehicles for sale for the Carvana operation and fleet vehicles normally associated with a commercial car rental operation. There shall be no storage of semi-trucks or trailers, recreational vehicles, and construction vehicles or equipment, junk/damaged/non-inventory vehicles, parts, or supplies permitted.
- I. There shall be no storage of flammable or hazardous materials except those minimum quantities necessary for the operation of the permitted principal uses. All materials shall be stored inside the building or in an area approved by the Plan Commission and Fire Department.
- J. The applicant shall screen operations from the property to the east with a privacy fence or a combination of privacy fence and year-round landscaping. This screening shall be approved by the Plan Commission.
- K. Solid waste collection and recycling shall be the responsibility of the owner.
- L. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), Site Plans approved by the Plan Commission December 12, 2017, and the Site Plan included as Exhibit A of these Conditions and Restrictions.

5. LIGHTING

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

6. SETBACKS

	Front and Street Setback	Rear (North) Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure*	40 ft	5 ft	5 ft
Parking	30 ft	10 ft	10 ft

*\*No accessory structures shall be permitted in the front yard or in required buffer yards.*

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if an occupancy permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. 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.

9. 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 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 10 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.

10. REVOCAION

Should an applicant, his heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use

as set forth in Section 17.1007 of the Municipal Code (as amended).

11. 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.

\_\_\_\_\_  
Owner / Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(please print name)

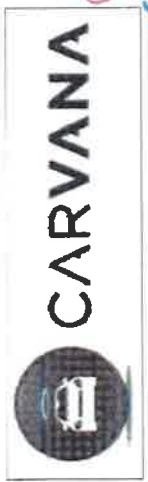
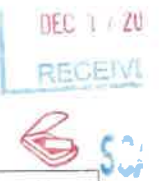
**EXHIBIT A: PROPOSED SITE PLAN FOR 24/7 DELIVERY**

(Detailed plans in accordance with these Conditions and Restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)



(Detailed plans in accordance with these Conditions and Restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

**EXHIBIT B: SITE PLAN PER ORD. 2965**



ABCD	Annual Rent/Term
Purchase	
Access Rating	Parking Count
Height or Sign	Height Sealed
zoning / Use	Variances Needed
Launch Projection QTY	

Date Issued: August 23, 2018  
 891 W College Ave  
**SD-1**

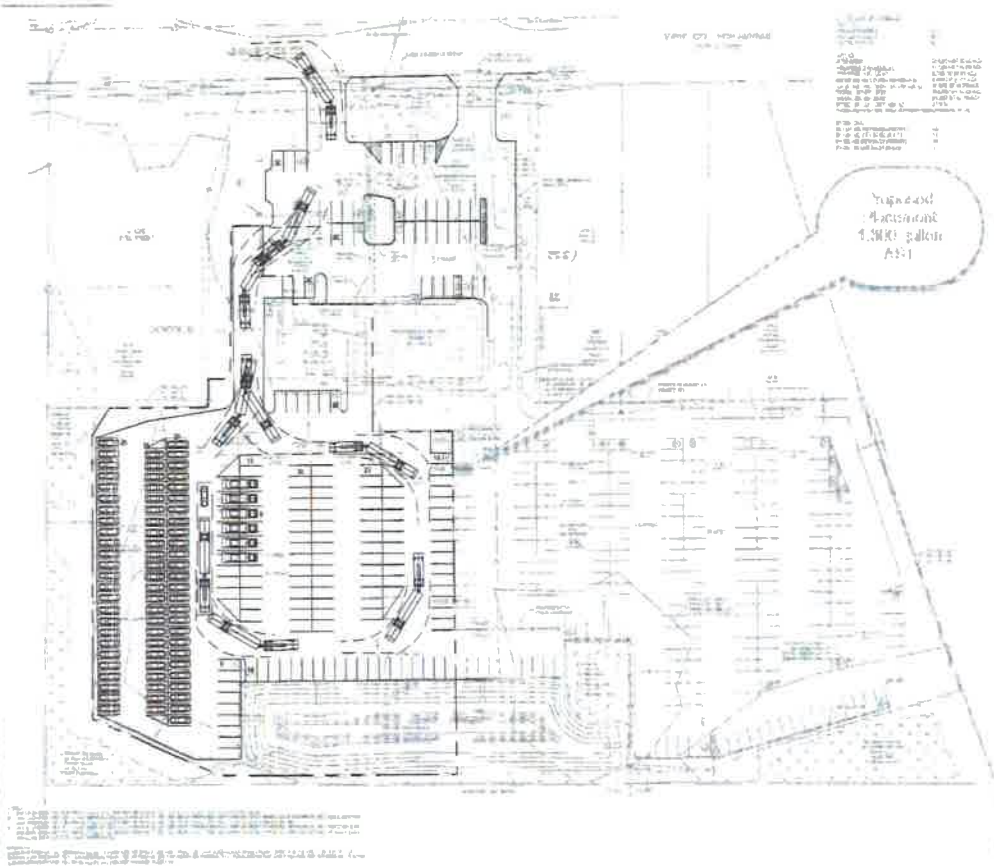
**NOTICE TO CONTRACTOR**

THIS SITE PLAN IS THE PROPERTY OF THE CITY OF OAK CREEK. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE CITY OF OAK CREEK. ANY VIOLATION OF THIS NOTICE SHALL BE CONSIDERED A VIOLATION OF THE CITY OF OAK CREEK MUNICIPAL CODE AND SHALL BE SUBJECT TO THE PENALTIES THEREIN.

**NOTICE TO APPLICANT**

THIS SITE PLAN IS THE PROPERTY OF THE CITY OF OAK CREEK. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE CITY OF OAK CREEK. ANY VIOLATION OF THIS NOTICE SHALL BE CONSIDERED A VIOLATION OF THE CITY OF OAK CREEK MUNICIPAL CODE AND SHALL BE SUBJECT TO THE PENALTIES THEREIN.

Proposed  
 Placement  
 4,500 Gallon  
 AS-1



**EMPLOYEE PARKING - 18**  
**SINGLE CAR HAULERS - 6**  
**TOTAL INVENTORY PARKING - 182**

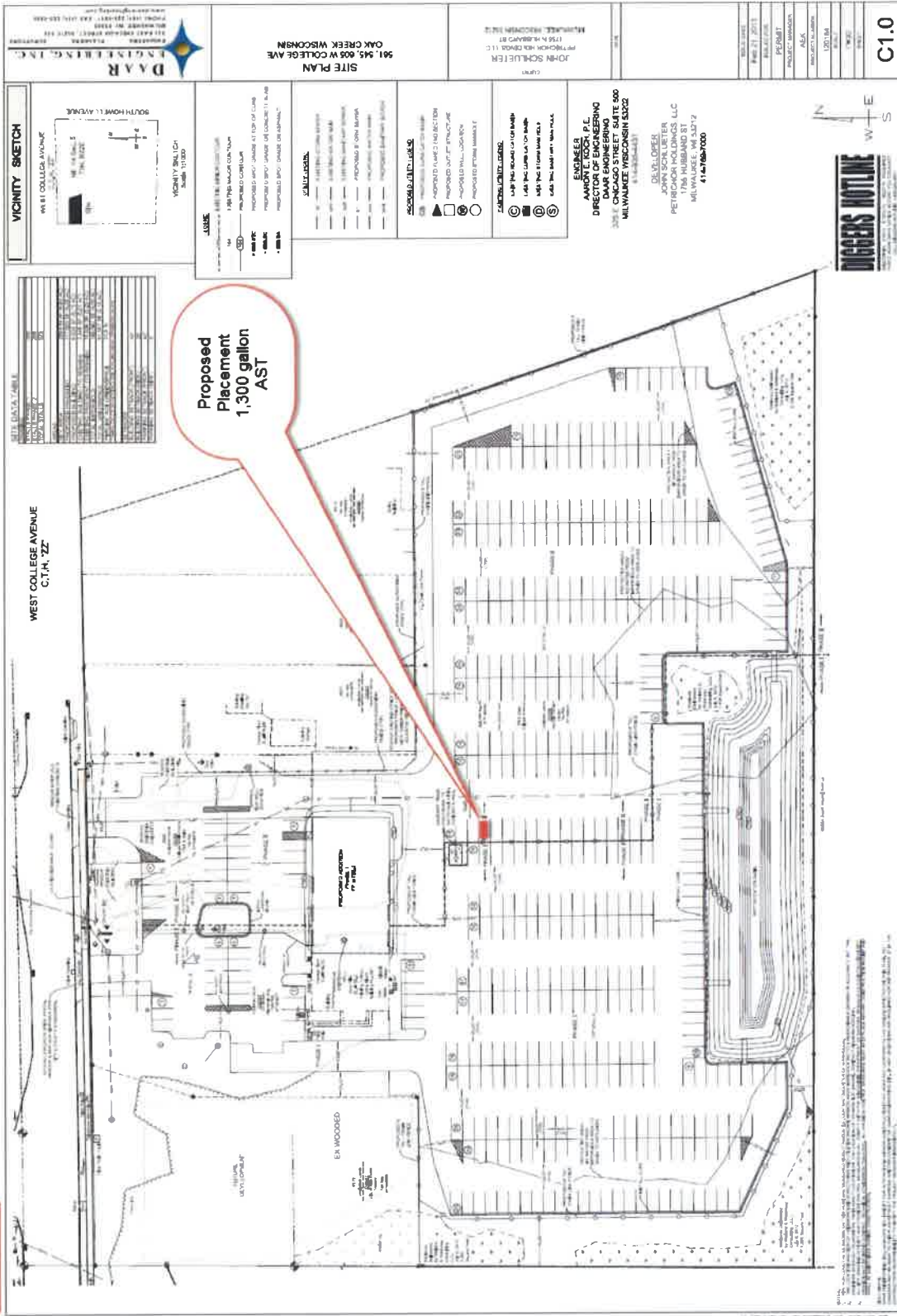


**NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DISTANCES ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
4. ALL UTILITIES SHALL BE DEPTH MARKED AND LOCATED PRIOR TO CONSTRUCTION.
5. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
6. ALL UTILITIES SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION.
7. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
8. ALL UTILITIES SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION.
9. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.
10. ALL UTILITIES SHALL BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION.

**EXHIBIT B: SITE PLAN APPROVED 12-12-17 (FOR REFERENCE)**

**APPROVED** *Handwritten Signature* PC Decision Date: 12-12-17



**DAAR ENGINEERING, INC.**  
 501 S45 W COLLEGE AVE  
 OAK CREEK, WISCONSIN

**CLIENT:**  
 JOHN SCHULTEIN  
 PETERSON HOLDINGS LLC  
 135 N. BROAD ST.  
 MILWAUKEE, WISCONSIN 53202

**PROJECT:**  
 PERMIT  
 ASAX  
 12/13/16  
 12/13/17

**DATE:**  
 12/13/17

**C1.0**



**SITE DATA TABLE**

NO.	DESCRIPTION	DATE
1	PRELIMINARY	12/13/16
2	REVISED	12/13/17

**LEGEND**

PROPOSED IMPROVEMENTS

- PROPOSED IMPROVEMENTS
- PROPOSED IMPROVEMENTS
- PROPOSED IMPROVEMENTS
- PROPOSED IMPROVEMENTS
- PROPOSED IMPROVEMENTS

**UTILITIES**

- EXISTING UTILITIES
- PROPOSED UTILITIES
- PROPOSED UTILITIES
- PROPOSED UTILITIES
- PROPOSED UTILITIES

**SCULPTURE LIGHTS**

- PROPOSED SCULPTURE LIGHTS
- PROPOSED SCULPTURE LIGHTS
- PROPOSED SCULPTURE LIGHTS
- PROPOSED SCULPTURE LIGHTS
- PROPOSED SCULPTURE LIGHTS

**LANDSCAPE LIGHTS**

- PROPOSED LANDSCAPE LIGHTS
- PROPOSED LANDSCAPE LIGHTS
- PROPOSED LANDSCAPE LIGHTS
- PROPOSED LANDSCAPE LIGHTS
- PROPOSED LANDSCAPE LIGHTS

**ENGINEER**  
 JOHN SCHULTEIN  
 PETERSON HOLDINGS LLC  
 135 N. BROAD ST.  
 MILWAUKEE, WISCONSIN 53202

**DEVELOPER**  
 PETERSON HOLDINGS LLC  
 1756 HUBBARD ST.  
 MILWAUKEE, WISCONSIN 53202  
 414.481.1000



**DIGGERS NOTICING**

**EXCERPTED MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, May 11, 2021**

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, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldani, and Commissioner Siefert. Alderman Loreck and Commissioner Chandler were excused. Also present: Kari Papelbon, Planner; Doug Seymour, Director of Community Development; Laurie Miller, Zoning Administrator; and Assistant Fire Chief Mike Havey.

**CONDITIONAL USE PERMIT AMENDMENT  
PETRICHOR HOLDINGS, LLC ON BEHALF OF CARVANA  
561 W COLLEGE AVE  
TAX KEY NO. 718-9002-000**

Planner Papelbon provided an overview of the request to for an amendment to the existing Conditional Use Permit to allow for 24-hour operations (see staff report for details).

John Schlueter, 7265 S. 1<sup>st</sup> St., Oak Creek, representing Carvana (via Zoom). Carvana has had challenges with deliveries of vehicles during regular business hours. They are not open 24 hours a day, so this makes for trucks waiting, parked on College Avenue, for up to 12 or more hours to deliver cars. They do want to be considerate of their neighbors on the east. These changes would make all deliveries to the west side of the property. This property is located on a county highway. There are other distribution businesses within a half-mile, and this is a heavy-use highway. Mr. Schlueter stated that they feel that their loading and unloading of cars will be minimal to what is currently going on in the area.

Mayor Bukiewicz read into the record comments for Dave Komasa, 531 W. College Avenue:

*"Garbage, trucks parking next to fence by the house, car haulers all hours of the night and weekends. I get three (3) hours a night of sleep half is with my wife because of cancer and the other half is with the next door."*

Keane Kehoe, 513 W College Avenue:

*"It's been an ongoing issue with Carvana and Enterprise, you guys have seen me before. Their twenty-four-seven right from day one. There is nobody waiting on College Avenue to unload trucks. They are going out both entrances and they are unloading sometimes in the street. On both sides they are still doing what they have always doing. Major garbage problems front and back yards. They can't even close the garbage dumpster lids to keep the garbage contained. They did clean up in back and cut some weeds down. I'd seen a guy took two (2) pickup trucks full of garbage from about accumulation of five (5) years from Enterprise and Carvana. Twenty-four-seven they are doing this now so I don't see how this going to make our problems go away, it is going to make them worse. "*

Mayor Bukiewicz responded they are going to the west in the parking lot, which puts some additional footage between you and gets trucks off the road, which both are improvements.

Keane Kehoe, 513 W. College Ave.:



*"The thing is they are not going out the same entrance they are coming in because of the layout of the turnaround they go next to Dave's house out and with those loading ramps they ride really low and it almost sounds like someone dropping garbage cans off a curb at all hours of the night. It wakes me up and I am two (2) doors over so I can imagine how bad it is for Dave and his wife. There is no limit on hours I have called and complained but nothing gets resolved."*

Mayor Bukiewicz responded that they have been around this in the past, and our option was the police and that is why we have ordinances. Hopefully the police have paid them a visit.

Keane Kehoe, 513 W. College Ave.:

*"Nothing gets accomplished. I was actually surprised that they had picked up the garbage a couple of weeks ago but it was probably to prepare for this meeting. That is probably the only reason they did it."*

Mayor Bukiewicz responded that we are hoping to have a compliance officer in place this summer working on this issue with businesses.

Keane Kehoe, 513 W. College Ave.:

*"It is worse in the summer because our open. There were times last year during the summer that I had to close my windows trying to get a good night's sleep but it they still bang the car ramps and constant car horns and alarms going off. I listen to it all day long and I listen to it all night long. So, I don't know how this is going to resolve any of our issues and I think it is just going to make it worse."*

Zoning Administrator Laurie Miller stated that they have been working with Officer Haggerty (Police Department) to correct these situations with Carvana, and explained the efforts that have been made. They have not received complaints, and Mr. Kehoe emails state the problems have stopped.

Commissioner Carrillo asked Planner Papelbon if the Commission could require any changes, such as adding a berm or something to help with the issues.

Planner Papelbon stated that this is manufacturing next to manufacturing, zoned as an M-1 District, including the existing residential components of these properties, and are allowed to operate as a manufacturing district. This property has been operating like this for some time, and efforts were made to improve the area, including a fence and landscaping. To tell them now to put up a berm would not be feasible.

Commissioner Oldani stated that pulling all of the stops for a 24/7 delivery service is not a solution. Providing 24/7 delivery only helps the applicant with scheduling. He stated that he has concerns for the middle of the night deliveries for unloading in just the specific areas as indicated in the packet.

Commissioner Siefert stated his agreement with Commissioner Oldani.

Mayor Bukiewicz stated that he likes that they are regulating the unloading to the West side and put some distance on the property. Mayor Bukiewicz asked if there is a way to control deliveries from using the east entrance.

Planner Papelbon asked Mr. Schlueter to confirm that the property is divided with a fence to separate the businesses so that Carvana can not use the east driveway.

Mr. Schlueter stated the fence is in the back only, and that they are happy to divide it in the front so they would be forced to use the entrance on the west.

Mayor Bukiewicz asked if there are any concessions that could be made for the hours, and how many deliveries would be made.

Mr. Schlueter responded that all of their [Carvana's] business uses 24/7 deliveries. He stated that he does not have the information on deliveries. Looking at the other businesses in the area which use the county highway (College Ave), he feels their use would be light compared to the other uses. Mr. Schlueter said that they would agree to conditions making them use the west side driveway, by inserting a fence in the front and to make unloading on the west side.

Commissioner Oldani asked the applicant if they use the same group of drivers, and whether they are coming from the same places.

Mr. Schlueter responded that the drivers do vary somewhat, but the company is the same. If the concerns on how the driver will know where to unload, I have considered signs and will be installing some in the near future. He would be happy to make this part of the conditions to put a sign up.

Commissioner Oldani stated his concern for driver turnover, and that drivers being paid by the hour do not follow signs. His concern is not the use of the property, but the noise.

Alderman Guzikowski stated that some of the challenges are having a commercial next to a residential property, and how you resolve them co-existing. We could ask them to respect their neighbors when they are there.

Commissioner Sullivan suggested one of the conditions be that they can only unload the cars on the west side of the building, using the building to shield the neighbor from some of the noise. Commissioner Sullivan asked if the City has any other type of businesses like this running 24/7 operations.

Planner Papelbon stated that there were several. M-1 Districts are not restricted for hours of operation, and the City has several distribution companies that operate 24/7. In Oakview Business Park, for example, they have several distribution centers that operate 24/7.

Mayor Bukiewicz stated his agreement with Commissioner Sullivan's suggestions.

Planner Papelbon stated that as part of a Conditional Use Permit, the Plan Commission does have the authority to add conditions that are for just this site.

Keane Kehoe, 513 W. College Avenue:

"There is actually an ordinance in the City of Oak Creek for car haulers but I do not have the code with me and I could probably look it up and find it again. For having certain hours for deliveries that is one of the things I was trying to stress and it seem no one wants to do anything about it."

Zoning Administrator Miller stated that she is familiar with the Code Section referenced, but she does not have the specific information. That Code he is referencing is for commercial districts and not for manufacturing districts.

Commissioner Hanna stated that she has concerns to allow Carvana to legally operate 24/7. Not all M-1 District properties are the same, so we cannot treat them all the same. So, they need to handle each situation individually.

Mayor Bukiewicz stated that they are just trying to have some consistency for the M-1 District. He asked if the homes are M-1 and not just nonconforming.

Planner Papelbon responded there is history with the approval of these properties for operations and residences.

Keane Kehoe, 513 W. College Avenue:

*"There are signs already in the front delivery saying that times are these hours. They don't read the signs. One of the biggest issues with the car alarm going off. I do have a car lot that people drop off their cars. I wake up in the middle of the night thinking that maybe someone is breaking into customer cars so I look outside my window ok that's Carvana. It's bad all the way around."*

Commission Hanna stated that the Commission would like consistency within the M-1 District, but not all M-1 properties are the same. Providing them [Carvana] with 24/7 access would only provide them the legal way to do business as they are now.

Director Seymour stated that, while not a solution, the Commission should be aware that he and the applicant have been working with Milwaukee County regarding the property to the west. The property was transferred from the County to the City with the Condition that it be used for roadway purposes. At one point in time, S. 6<sup>th</sup> Street was going to extend through Oak Creek. We have been trying for months to get a response back from the County as to whether they would waive that restriction, and the property would be available for this property owner to help resolve some of these issues. It is not a solution for now.

Commission Hanna asked if S. 6<sup>th</sup> Street is a local street.

Director Seymour stated that it is a local street, but it does not go through Oak Creek. At one point, it was supposed to go through, and Milwaukee County acquired this property and transferred it to the City with this condition. They are trying to clear the title so it would be the City's disposition for its uses. This is for consideration at a future meeting.

Commission Hanna questioned if this would become a route for oversized/overweight [vehicles], and whether they could be told it could not be used in the future.

Director Seymour stated that this is only going to be a driveway. It will never become a road.

Commissioner Oldani moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit Amendment to allow operations 24 hours per day, 7 days per week on a portion of the property at 561 W. College Ave., after a public hearing.

Mayor Bukiewicz seconded. On roll call: Commissioner Sullivan, Commissioner Carrillo, Mayor Bukiewicz, and Alderman Guzikowski voted aye. Commissioner Oldani, Commissioner Siefert, and Commissioner Hanna voted no. Motion carried.

ATTEST:

  
\_\_\_\_\_  
Karl Papelbon, Plan Commission Secretary

5-25-21  
\_\_\_\_\_  
Date

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

**Applicant:** Christian Orr, Carvana  
Enterprise Rent-A-Car (former DTG Operations)

**Approved by Plan Commission:** 5-11-21

**Property Address:** 561 W. College Ave.

**Approved by Common Council:** TBD

**Tax Key Number:** 718-9002-000

(Ord. 3011, Amend. Ords. 2965 & 2665)

**Conditional Use:** Automobile Service (no engine/body repair or paint); Outdoor storage of vehicles

1. LEGAL DESCRIPTION

CERTIFIED SURVEY MAP NO 8522 NE 1/4 SEC 5-5-22 LOT 1.

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 & clients
  - iii) Number of 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 wetlands (field verified)
- m) 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 screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

3) **Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans
- 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

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.

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. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- F. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building or occupancy permit.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

**A. Deliveries of vehicles for sale for the Carvana operation may occur 24 hours per day, 7 days per week restricted to the areas identified in Exhibit A. Deliveries in all other areas per Exhibit B shall occur between the hours of 7:00 AM and 8:00 PM.**

- B. There shall be no sale of vehicles onsite. All transactions for inventory vehicles shall occur online or by prior arrangement.
- C. There shall be no public access to the fenced and screened storage areas.
- D. No pole signs, pennant flags, light pole flags, permanent banners, or flashing/blinking signs shall be permitted as part of this Conditional Use Permit.
- E. All outdoor storage of vehicles shall be within the approved, fenced and screened parking area to the south of the existing building.
- F. Long-term storage of vehicles shall be limited to the rear/southern parking lot. The front/north parking lot may be used for short-term (less than 14 calendar days) rental vehicle storage, such as vehicles being dropped off, picked up, cleaned, or maintained. Service or repair of vehicles shall be limited to the area behind the existing fence.
- G. Engine repair, body repair, and painting of vehicles shall be prohibited onsite.
- H. The outdoor storage area shall be used only for inventory vehicles for sale for the Carvana operation and fleet vehicles normally associated with a commercial car rental operation. There shall be no storage of semi-trucks or trailers, recreational vehicles, and construction vehicles or equipment, junk/damaged/non-inventory vehicles, parts, or supplies permitted.
- I. There shall be no storage of flammable or hazardous materials except those minimum quantities necessary for the operation of the permitted principal uses. All materials shall be stored inside the building or in an area approved by the Plan Commission and Fire Department.
- J. The applicant shall screen operations from the property to the east with a privacy fence or a combination of privacy fence and year-round landscaping. This screening shall be approved by the Plan Commission.
- K. Solid waste collection and recycling shall be the responsibility of the owner.
- L. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), Site Plans approved by the Plan Commission December 12, 2017, and the Site Plan included as Exhibit A of these Conditions and Restrictions.

5. LIGHTING

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

6. SETBACKS

	Front and Street Setback	Rear (North) Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure*	40 ft	5 ft	5 ft
Parking	30 ft	10 ft	10 ft

*\*No accessory structures shall be permitted in the front yard or in required buffer yards.*

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if an occupancy permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. 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.

9. 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 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 10 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.

10. REVOCAION

Should an applicant, his heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use

as set forth in Section 17.1007 of the Municipal Code (as amended).

11. 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.

\_\_\_\_\_  
Owner / Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(please print name)



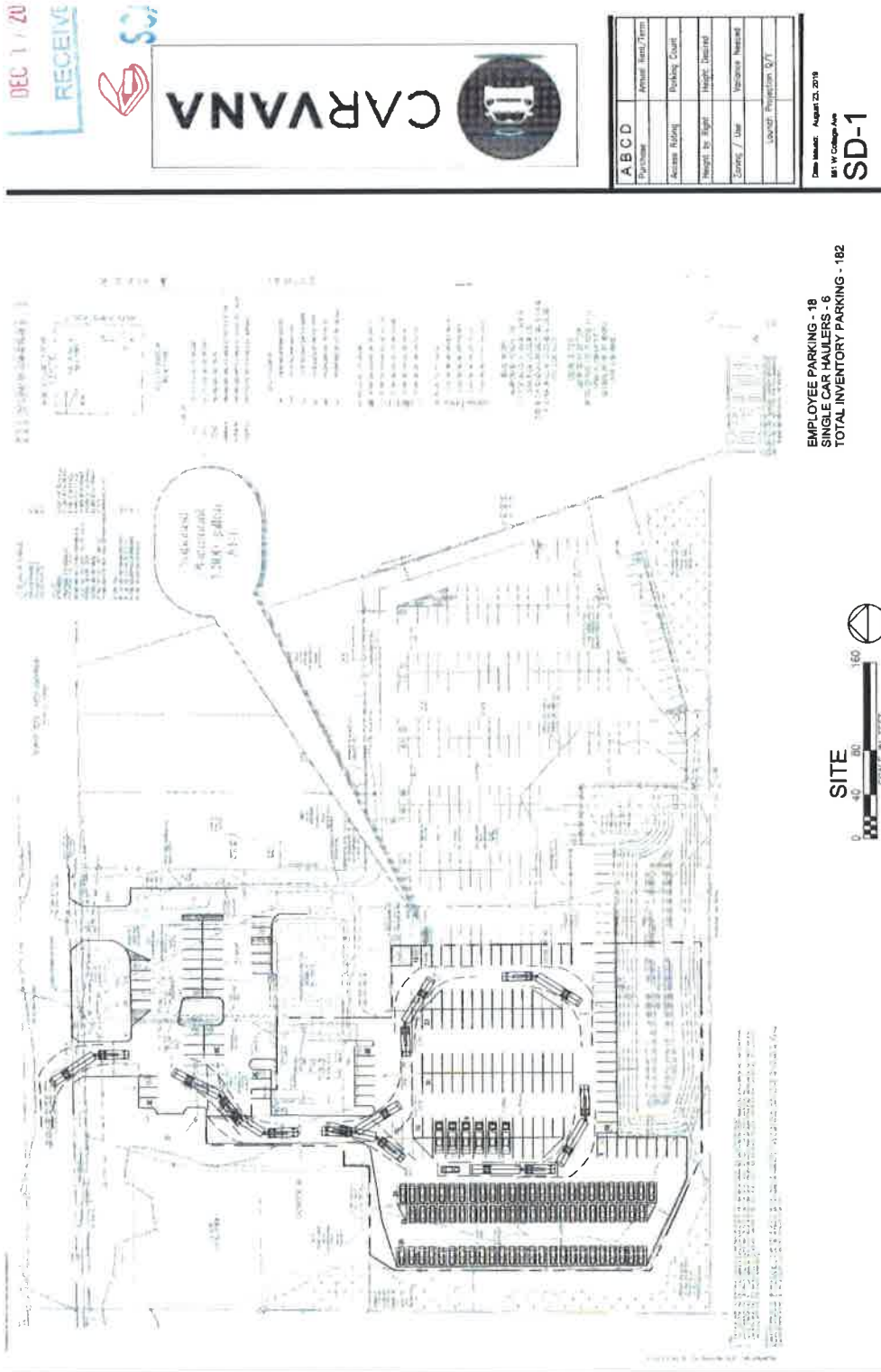
**EXHIBIT A: PROPOSED SITE PLAN FOR 24/7 DELIVERY**

(Detailed plans in accordance with these Conditions and Restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)



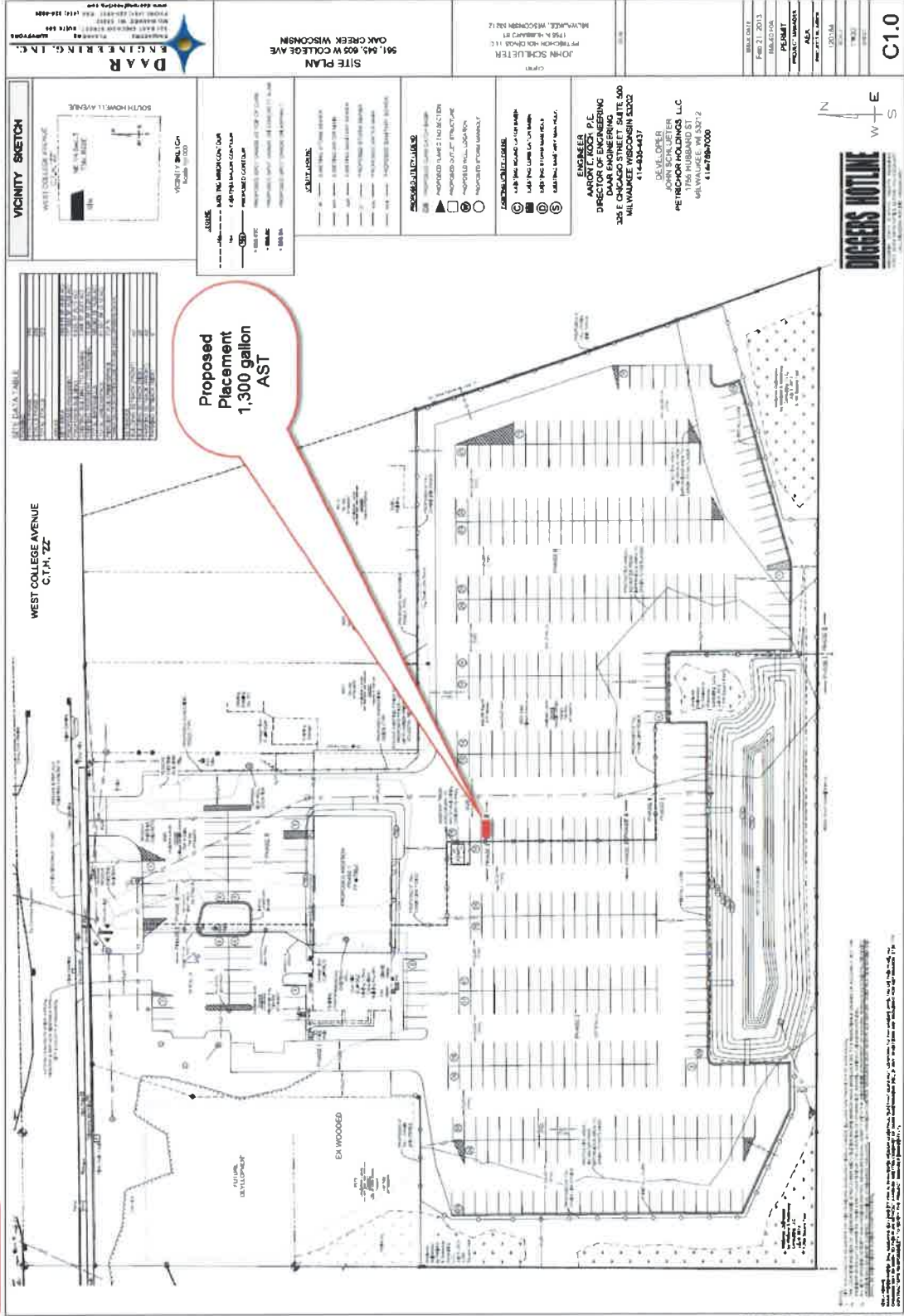
**EXHIBIT B: SITE PLAN PER ORD. 2965**

(Detailed plans in accordance with these Conditions and Restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)



**EXHIBIT B: SITE PLAN APPROVED 12-12-17 (FOR REFERENCE)**

**APPROVED** *John Papalmon* PC Decision Date: 12-12-17



**Proposed Placement  
1,300 gallon  
AST**

**VICINITY SKETCH**

WEST COLLEGE AVENUE  
SOUTH HOWELL AVENUE

**EXISTING UTILITIES**

UTIL. TYPE	DEPTH (FEET)	LOCATION
1.00	18"	WEST COLLEGE AVENUE
1.01	18"	SOUTH HOWELL AVENUE
1.02	18"	WEST COLLEGE AVENUE
1.03	18"	SOUTH HOWELL AVENUE
1.04	18"	WEST COLLEGE AVENUE
1.05	18"	SOUTH HOWELL AVENUE
1.06	18"	WEST COLLEGE AVENUE
1.07	18"	SOUTH HOWELL AVENUE
1.08	18"	WEST COLLEGE AVENUE
1.09	18"	SOUTH HOWELL AVENUE
1.10	18"	WEST COLLEGE AVENUE
1.11	18"	SOUTH HOWELL AVENUE
1.12	18"	WEST COLLEGE AVENUE
1.13	18"	SOUTH HOWELL AVENUE
1.14	18"	WEST COLLEGE AVENUE
1.15	18"	SOUTH HOWELL AVENUE
1.16	18"	WEST COLLEGE AVENUE
1.17	18"	SOUTH HOWELL AVENUE
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1.43	18"	SOUTH HOWELL AVENUE
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1.66	18"	WEST COLLEGE AVENUE
1.67	18"	SOUTH HOWELL AVENUE
1.68	18"	WEST COLLEGE AVENUE
1.69	18"	SOUTH HOWELL AVENUE
1.70	18"	WEST COLLEGE AVENUE
1.71	18"	SOUTH HOWELL AVENUE
1.72	18"	WEST COLLEGE AVENUE
1.73	18"	SOUTH HOWELL AVENUE
1.74	18"	WEST COLLEGE AVENUE
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1.76	18"	WEST COLLEGE AVENUE
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1.89	18"	SOUTH HOWELL AVENUE
1.90	18"	WEST COLLEGE AVENUE
1.91	18"	SOUTH HOWELL AVENUE
1.92	18"	WEST COLLEGE AVENUE
1.93	18"	SOUTH HOWELL AVENUE
1.94	18"	WEST COLLEGE AVENUE
1.95	18"	SOUTH HOWELL AVENUE
1.96	18"	WEST COLLEGE AVENUE
1.97	18"	SOUTH HOWELL AVENUE
1.98	18"	WEST COLLEGE AVENUE
1.99	18"	SOUTH HOWELL AVENUE
2.00	18"	WEST COLLEGE AVENUE

**LEGEND**

- EXISTING UTILITIES
- PROPOSED UTILITIES
- PROPOSED STRUCTURES
- PROPOSED PAVEMENT
- PROPOSED SITEWORK
- PROPOSED EXISTING
- PROPOSED REMOVAL
- PROPOSED EXISTING
- PROPOSED REMOVAL
- PROPOSED EXISTING
- PROPOSED REMOVAL

**DAAR ENGINEERING, INC.**  
941, 945, 950 W COLLEGE AVE  
MILWAUKEE, WISCONSIN 53212

**ENGINEER**  
AMORF L. KOCH, P.E.  
DIRECTOR OF ENGINEERING  
DAAR ENGINEERING, INC.  
305 E CHICAGO STREET SUITE 500  
MILWAUKEE WISCONSIN 53202  
414-488-4437

**DEVELOPER**  
JOHN SCHUELLER  
JOHN SCHUELLER LLC  
1705 HURON ST  
MILWAUKEE WI 53212  
414-780-1000



C1.0

## COMMON COUNCIL REPORT

**Item:** Successor labor agreement by and between the City of Oak Creek and International Association of Firefighters Local No. 1848.

**Recommendation:** The Personnel & Finance Committee recommends the Common Council adopts Ordinance 3008, An Ordinance Confirming Adoption of the Successor Labor Agreement by and between the City of Oak Creek and the International Association of Firefighters Local No. 1848 and Fixing the Salary for Members of the Association from January 1, 2021 through December 31, 2024.

**Fiscal Impact:** Fiscal impact for the measurable economic items, including all associated payroll taxes and WRS, is as follows for each year of the four-year Agreement:

	2021	2022	2023	2024
Article 15, Salary Schedule	\$94,600	\$96,492	\$74,101	\$138,319
Other, COVID Rig Overtime	\$4,379	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$98,979</b>	<b>\$96,492</b>	<b>\$74,101</b>	<b>\$138,319</b>

**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:** Several meetings throughout late 2020 and early 2021 between the City bargaining team (comprised of certain management staff, Labor Attorney Rob Buikema, and the Aldermen on the Personnel & Finance Committee) Local 1848 members has led to agreement on new terms for a labor agreement covering 2021, 2022, 2023, and 2024. The Fire Local members ratified these terms on or about May 12, 2021. Attached to this staff report, Common Council can find a redlined version of the Labor Contract's complete amendments per the Tentative Agreement.

In short, this negotiation revolved mostly around the economics of a wage settlement. The City did obtain provisions for certain management flexibility, and a new concept for lateral transfers. The Union secured a new ability to carry over compensatory time from one year to the next with a cap of 24 hours, and a small amount of overtime back-pay for employees that worked on the temporary COVID-19 rig. The amendments also address numerous other housekeeping (non-substantive) items.

The recommended wage settlement is as follows: 2021- 2%, 2022- 2%, 2023- 1%/1% split, 2024- 1.5%/1.5% split.

---

The Personnel & Finance Committee believe this is a fair settlement not only for our dedicated protective service employees, but also the taxpayers of the City. City management thanks the Committee and the Fire Local bargaining members for their time and energy in getting to an equitable outcome for all.

**Options/Alternatives:** The Common Council could reject the Agreement terms and ask the Personnel & Finance Committee to reconvene with Association representatives and renegotiate.

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Reviewed:



Michael Kressuk  
Fire Chief

---

**Attachments:** Ordinance 3008; Redlined Successor Labor Agreement for 2021-2024

ORDINANCE No. 3008

BY: ALD. TOMAN

An Ordinance Confirming Adoption of the Successor Labor Agreement by and between the City of Oak Creek and the International Association of Firefighters Local No. 1848 and Fixing the Salary for Members of the Bargaining Unit from January 1, 2021 through December 31, 2024

WHEREAS, the Common Council of the City of Oak Creek has adopted the Labor Agreement between the City of Oak Creek and the International Association of Firefighters Local No. 1848 for the period January 1, 2021 through December 31, 2024, and wishes to confirm the adoption of said agreement and fix the salary for members of the bargaining unit.

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

Section 1: The adoption of the agreement between the City of Oak Creek and the International Association of Firefighters Local No. 1848 for the period January 1, 2021 to December 31, 2024, incorporated herein by reference as though fully set forth, is hereby confirmed.

Section 2: The basic salary of the members of the Oak Creek Fire Department shall be as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 3: All fringe benefits as set forth in the agreement shall inure to the benefit and shall be payable to the specified members of the bargaining unit.

Section 4: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 5: This ordinance shall be in force from and after its passage and publication and shall be effective as of January 1, 2021.

Introduced at a meeting of the Common Council of the City of Oak Creek this 1<sup>st</sup> day of June, 2021.

Passed and adopted this 1<sup>st</sup> day of June, 2021.

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

Approved this 1<sup>st</sup> day of June, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

**City of Oak Creek**  
**and the**  
**International Association**  
**Of**  
**Firefighters**  
**Local No. 1848**  
**Labor Agreement**

**January 1, 2021 to December 31, 20234**

# Oak Creek Fire Labor Contract 20~~21~~<sup>18</sup> – 202~~4~~<sup>0</sup>

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# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

**This Agreement** entered into this 1st day of January, ~~2018-2021~~ by and between the City of Oak Creek, hereinafter referred to as “City” and the International Association of Firefighters, Local 1848, AFL-CIO, hereinafter referred to as the “Union.”

## **Article 1 Duration**

This Agreement shall be effective from January 1, ~~2021~~18, and shall continue in full force and effect until December 31, ~~2024~~320. In the event agreement is not reached for renewal of Agreement by that date, the existing terms and conditions shall continue to apply until successive Agreement is signed.

## **Article 2 Union Recognition**

This City continues to recognize Local No. 1848, AFL-CIO, as the sole and exclusive bargaining agent for the purposes of engaging in conferences and negotiations establishing wages, hours and conditions of employment for all of the employees in the bargaining unit.

## **Article 3 Management Rights**

The City reserves the sole right to operate the Fire Department and all management rights repose in the City except as such rights may be modified by the Agreement and Wisconsin Statutes. These rights include, but are not limited to, the direction of all operations of the Department, including the right to make reasonable work rules.

The City reserves total discretion with respect to the function and mission of the Department including the budget, organization and technology of performing its function or mission, except as may be modified by State law.

These rights shall not be exercised to undermine this Agreement and shall be exercised in a reasonable manner consistent with the traditional manner that they have been exercised. A past practice “traditional manner” shall be defined as 1) not ambiguous; 2) clearly articulated and acted upon; 3) readily ascertainable over a reasonable period of time as established practice accepted by both parties. If the language in a section of the contract is changed by bargaining, then past practices for that change start from the date the contract change was last negotiated. (Modified March 10, 1998)

## **Article 4 Union Elections and Meetings**

The Union shall provide written notification to the Fire Chief setting forth the names and titles of its executive board and officers within fourteen (14) days after elections of such officers. Union meetings may be held in the firehouse outside of the normal workdays, provided such meetings do not interfere with the department programs.

## **Article 5 Bulletin Boards**

The City agrees to provide bulletin boards for the Union’s use and erect them in locations to be agreed upon for posting notices regarding affairs of the Union and restricted to notices of Union meetings, notices of Union elections, notices of Union appointments and results of Union elections, notices of Union recreational and social events and notices concerning bona fide Union activities such as cooperatives, credit unions and unemployment compensation information and other notices concerning Union news and view bulletins.

Upon written notice from the City, the Union shall promptly remove from such bulletin boards any material, which is libelous, ~~or~~ scurrilous or which violates any departmental policies and regulations. The City will retain ownership of the bulletin boards and in the event the Union fails to remove materials in violation of this Article, the City reserves the right to remove such bulletin boards.

## **Article 6 Dues Check Off**

A. The Union, as the exclusive representative of all of the employees in the bargaining unit, will represent all such employees, Union and non-Union, fairly and equally. No employee shall be required to join the Union, ~~but the City agrees to deduct a monthly sum from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no case exceed the monthly dues required of members of the Union.~~

B. The City agrees that effective September 1, 1973, it will deduct from the monthly earnings of all employees who are members of the bargaining unit and who have executed a voluntary dues deduction authorization, the amount certified by the Union to the City Clerk, such amount being the monthly dues certified by the Union as the current dues uniformly required

# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

of all members, and any such amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction is made.

C. For the purpose of this Article, the bargaining unit shall consist of those employees classified as probationers, firefighters, lieutenants or, captains. The City will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union. The liability of the City to the Union is limited to the collections of the funds as herein specified and remittance to the Union in accordance with the procedure set forth in this Section. (Modified 7/20/00)

D. The Union shall defend indemnify and save the City harmless against any and all liability which may arise on behalf of the City as a result of compliance with this Section by the City. Upon receiving notice of any claim or complaint against it, the City shall notify the Union in writing and request that the Union assumes the defense of such claimed liability. In the event the City does not tender such defense to the Union, the Union shall be under no further obligation to comply with this requirement.

## **Article 7 Grievance Procedure**

A. Definitions:

Grievance: A grievance shall mean any dispute occurring out of this Agreement.

Class Action Grievance: A grievance affecting multiple employees or where the remedy sought is a general declaration of rights arising out of this agreement rather than a specific individual remedy, may be filed as a class action grievance by a local Union representative.

Working Day: A working day, for the purposes of this Article, shall be defined as Monday through Friday, excluding Saturday, Sunday and City holidays.

B. Subject Matter: Only one unrelated subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement involved. In the case of a class action grievance where a monetary remedy is sought, the grievance will list the employees eligible for the remedy. Where the remedy sought is limited to a

declaration of rights under contract, no listing of employees is required.

C. Non-Union Employees: Individual employees or minority groups of employees shall have the right to present grievances in person or through other representatives of their own choosing at any step of the grievance procedure, provided that the appropriate Union representative has been afforded the opportunity to be present at any discussions and that any settlement reached is not inconsistent with the provisions of this Agreement.

D. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

E. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

F. Steps in Procedure:

Step 1: The employee (grievant), along with one (1) Union representative or in a class action grievance two local Union representatives, shall orally contact the designated officer in charge of the shift within fifteen (15) working days after he/she knew or should have known of the cause of the grievance. In the event of a grievance, the employee shall perform his/her assigned work tasks and grieve his/her complaint later. If a class action grievance is filed, the officer shall immediately advance the grievance to Step 2 and not render a decision. Otherwise the employee's designated officer in charge shall, within six (6) working days, orally inform the employee (grievant) and the Union representative of his/her decision.

Step 2: If the grievance is not settled at the first step, the employee (grievant), within six (6) working days after the oral decision of the designated officer in charge, shall prepare a written grievance to the Fire Chief. The Fire Chief shall meet with the grievant review the record and further investigate the grievance as necessary. If the grievance is filed as a class action grievance the Fire Chief shall meet with Union representatives empowered to resolve the grievance, review the record and further investigate the grievance as necessary. The Fire

# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

Chief will inform the grievant in writing of his/her decision within six (6) working days after receipt of the grievance. If the Chief does not issue a written decision the grievance shall be deemed denied.

Step 3: If the grievance is not settled in the second step, the Union, within ten (10) working days after the deadline for the receipt of the written decision of the Fire Chief, shall present the written decision to the Personnel Committee or its designee, of the Common Council. The Committee shall, within fifteen (15) working days, hold a hearing and render a decision in writing within five (5) working days.

Step 4: If the grievance is not settled in the third step, the Union, within fifteen (15) working days after the written decision of the Personnel Committee, may notify the City of its intention to proceed to arbitration. Within seven (7) working days following the receipt of such notice, the parties shall, by joint letter, request the Wisconsin Employment Relations Commission to appoint an impartial arbitrator who will process the grievance under Wisconsin Employment Relations Commission as provided in Section 788, Wisconsin Statutes.

G. The arbitrator so appointed shall hold a hearing at a time and place mutually convenient to the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. The decision of the arbitrator shall be final and binding on both parties.

H. Except as modified by this Agreement, the expense and salary incident to the arbitration process shall be shared equally by the City and the Union, except that each of the parties shall be solely responsible for any expense incurred in the production of its witnesses, testimony, and exhibits.

I. The arbitrator shall not entertain any issues or arguments not raised during prior steps of the grievance procedure, not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and conditions of this Agreement. The arbitrator shall have jurisdiction and authority only to interpret and apply the provisions of this

Agreement insofar, as shall be necessary to a determination of the grievance.

J. The time limits set forth in this Article shall be mandatory unless modified or extended by the mutual written consent of the parties, except if a decision by the City at any step shall be deemed denied if a written answer is not issued.

K. Appeals of Discipline: The articles shall be inapplicable as to all such matters relating to suspension and discharge of employees as provided under Section 62.13, Wisconsin Statutes.

## Article 8 Definitions

A. Work Day: The workday shall be a twenty-four (24) hour period during which the employee works, beginning at 7:00 a.m. of one day until 7:00 a.m. of the following day. Such workday may be abrogated by the Fire Chief to allow flexibility in scheduling newly hired firefighters for the purpose of developing efficient onboarding programs. to provide for a workweek of five (5) ten-hour (10 hour) days, Monday through Friday for new employees, and such work may continue for a period of six (6) weeks for such employees. Normally the City would expect this schedule flexibility to be in place for approximately 6 weeks. The maximum number of hours in any work week shall not exceed 50 hours. The workday and work schedule may be changed by the Fire Chief to provide for a work schedule that meets paramedic training requirements. Employees not attending the paramedic training will not have their work schedules changed to a forty (40) hour workweek. During paramedic training the employee's pay and benefits will remain as if the employee was working the normal work schedule. (Modified 7/6/99, 7/20/00)

B. Employee: For the purpose of this Agreement, employee shall be defined to include a probationer, firefighter, lieutenant or captain. A probationary employee will move to regular employee status at the successful completion of the probationary period. (Modified 7/20/00)

C. Definition of Seniority: Seniority for the purposes of this Agreement shall be defined as follows:

1. City Seniority Defined: City seniority shall be defined as the length of continuous

# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

service as a regular employee since the employee's hiring date, regardless of the department where initially hired.

2. Classification Seniority Defined: Classification seniority shall be defined as the length of continuous service in a job classification and shall continue during any length of continuous service in a higher classification.

3. Continuous Service Defined: Continuous service shall be defined as the employment not broken by any period of absence without leave for more than forty-eight (48) hours, not cumulative.

D. Hiring Date Seniority: All employees hired on the same day shall have city and classification seniority according to ranking on the entrance examination. If more than one employee is promoted to a particular rank on the same day, classification seniority shall be determined by ranking on the promotion list.

E. Usage of Seniority

1. Vacation: For the purpose of determining the amount of vacation for which an employee is eligible, City seniority shall be used.

F. Terminating Conditions: An employee's seniority shall be terminated:

1. If he or she quits, is discharged or retires.

2. If he or she is laid off and is notified (by registered mail) to return to work, he/she does not reply satisfactorily in writing or wire, within five (5) working days.

3. If he or she is not recalled from layoff for a period of time equal to the employee's years of service prior to the layoff or two years whichever is more.

G. Rehired/Recalled Employee Seniority: If an employee is rehired following a loss of seniority and employee status, then he/she shall be considered a new employee at the time of rehire. If an employee is recalled from a layoff in excess of two years, then the employee will retain his/her city seniority, but will be considered a rehired employee for probationary period purposes and for classification seniority.

H. Transferred Employee Seniority: Any employee in the bargaining unit transferred voluntarily to a different department within the City or to a position within the Fire Department which is excluded from the coverage of this

Agreement may return to the previous position and the bargaining unit within one (1) year after date of transfer if an opening exists without loss of classification seniority. However, after one (1) year, the employee will no longer accumulate classification seniority so far as the Agreement is concerned.

I. Probationary Employees: All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete an eighteen (18) month on the job probationary period before attaining regular employee status. All probationary employees shall receive an employee evaluation on or near the midpoint of their probationary period. All seniority shall start from the date of employment. The probationary period is designed to give the City the opportunity to determine whether the employee is suitable and qualified for the work for which he/she was hired. During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Fire Chief, and neither the reason for nor the disciplinary action, discharge, layoff or dismissal shall be subject to a grievance or arbitration filing. The eighteen (18) month probationary period may be extended if the employee has one of the following occur: (Modified 06/24/02)

1. The employee attends a school of longer than three (3) consecutive work shifts. (Modified 06/24/02)

2. The employee is on sick leave (on duty or off duty) of more than five (5) consecutive work shifts. (Modified 06/24/02)

The extension of the probationary period will only be for the amount of time lost, i.e., if the employee was on Worker's Compensation or sick leave for nineteen (19) calendar days, then the probationary period may be extended for nineteen (19) calendar days. (Modified 06/24/02)

J. Computing Time: For ease in administering this Agreement, time shall be computed to the nearest one-tenth (1/10) hour.

K. Paramedic Assignments: Employees who are unsuccessful in completing the paramedic training shall be reassigned to their prior position with no loss of seniority. Any

# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

Paramedic requesting to withdraw from the paramedic program will submit a written request to the Fire Chief per the departmental policy. The employee will be able to withdraw from the program if enough paramedics are licensed and trained, however, if there are not enough trained and licensed personnel, the next available senior candidate will be sent to the next available paramedic training class. Upon successful completion, the newly trained paramedic will replace the person requesting the withdrawal, who will return to their previous position with the department, with no loss in seniority. (Modified July 6, 1999)

Firefighters hired after 07/06/1999 must attend paramedic training if assigned. Employees of this group who fail to obtain the paramedic license will be subject to paragraphs 1 and 2 as follows: (Modified 06/24/02)

1. To the extent permitted by law, if the employee fails to obtain the license through no fault of their own (the class is canceled, the department ends its participation in the program, the employee suffers from an injury or illness that prevents completion of the class), then the employee will be scheduled to retake the training in the next available class. If an employee suffers from an injury or illness that prevents the completion of the second class they will be deemed to have failed to complete the training through their own fault and paragraph 2 will apply. (Modified 06/24/02)

2. If the employee fails to obtain the license through their own fault, (withdrawal from or failure to successfully complete the class), they may be discharged at the discretion of the Fire Chief. At the discretion of the Fire Chief they may be returned to their previous assignment in their current rank if a position is available that does not require licensure as a paramedic. If such a position is not available, they may be returned to their previous assignment at the next available rank below their current rank that does not require licensure as a paramedic. If no position is available that does not require licensure as a paramedic, they may be discharged. The Chief's exercise of discretion will not be considered precedent setting. (Modified 06/24/02)

Officers promoted after 06/01/ 2002 must attend paramedic training if assigned. Employees of

this group who fail to obtain the paramedic license will be subject to paragraphs 3 and 4 as follows: (Modified 06/24/02)

3. To the extent permitted by law, if the employee fails to obtain the license through no fault of their own (the class is canceled, the department ends its participation in the program, the employee suffers from an injury or illness that prevents completion of the class), then the employee will be scheduled to retake the training in the next available class. If an employee suffers from an injury or illness that prevents the completion of the second class they will be deemed to have failed to complete the training through their own fault and paragraph 4 will apply. (Modified 06/24/02)

4. If the employee fails to obtain the license through their own fault, (withdrawal from or failure to successfully complete the class), they may be returned to their previous assignment in their current rank if a position is available that does not require licensure as a paramedic. If such a position is not available, they may be returned to their previous assignment at the next available rank below their current rank that does not require licensure as a paramedic. (Modified 06/24/02)

L. Paramedic Preceptor Program: Paramedics on duty shall mentor paramedic students during the times said students are assigned to the shift. (Modified 06/24/02)

M. Other Employment: No employee shall earn any city or classification seniority during the period of time that the employee is also employed as a full time employee, part time employee or volunteer of any other fire department. Employees who fail to report such other employment to the Fire Chief shall be subject to disciplinary action up to and including termination. (Modified 09/02/03)

## Article 9 Promotions

A. Promotions shall be effected in accordance with Section 62.13, Wisconsin Statutes and the past practice of the Department. An employee assigned to the paramedic program shall not be denied the opportunity to compete for a promotion based upon their assignment. Based upon a process approved by the Police and Fire Commission the Fire Chief can appoint/promote from the eligibility list. Prior to or simultaneously with the promotion of

# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

any firefighter to the rank of lieutenant or captain, the Fire Chief will post on bulletin boards in all stations the names of the first three (3) employees in the order of their ranking in the promotional examination, together with the breakdown of the grades achieved. The Police and Fire Commission will notify all other employees who took the promotional examination of their ranking and the grade achieved. (Modified 6/18/98, 7/20/00)

**B. Promoted Employee Probationary Period:** For the first (1) one year after promotion, an employee shall be on probation. The one (1) year probationary period may be extended if the employee has one of the following occur: (Modified 06/24/02)

1. The employee attends a school of longer than three (3) consecutive work shifts (unless the school is of a supervisory nature). (Modified 06/24/02)

2. The employee is on sick leave (on duty or off duty) of more than five (5) consecutive work shifts. (Modified 06/24/02)

The extension of the probationary period will only be for the amount of time lost, i.e., if the employee was on Worker's Compensation or sick leave for nineteen (19) calendar days, then the probationary period may be extended for nineteen (19) calendar days. During the probationary period, the probationary promoted employee may be demoted at the sole discretion of the Fire Chief, and neither the reason for nor the demotion action shall be subject to a grievance or arbitration filing. (Modified 06/24/02)

## **Article 10 Personnel Reduction**

In the event the City decides to reduce the personnel of the Fire Department, the employee with the least seniority in each job classification shall be laid off first. A bargaining unit employee occupying a rank higher than firefighter may exercise seniority to bump into the rank of firefighter in the event said employee would otherwise be laid off. No new employees shall be hired until all laid-off employees in that classification have been given an opportunity to return to work.

## **Article 11 Trades**

A. Trading tours of duty shall be permitted with the consent and approval of a shift officer. Such consent and approval shall not be

unreasonably withheld. There shall be no limit on the number of times or the amount of hours that an employee may trade tours of duty except as hereinafter enumerated.

1. An employee must give written notice at least twelve (12) hours preceding the trade date to the officer in charge of the employees in the trade time.

2. Trade time must be repaid within the current calendar year.

3. It shall be the responsibility of the employee who is scheduled to work, as indicated on the trade form, to be on duty that day. The result of trades shall not result in overtime.

B. All trades are to be within rank or by assignment, officers to trade with officers, paramedics with paramedics, and firefighters with firefighters. When two (2) or more officers are scheduled to be on duty - one (1) officer will be allowed to schedule a trade with a firefighter. (Modified July 6, 1999) (Modified 06/24/02)

C. The City will be held harmless by the Union for any back pay for un-reimbursed trades. When more than two (2) paramedics are scheduled to be on duty, additional paramedics may trade with a firefighter or officer. This type of trade, (without regard to the amount of time traded) must have written notice at or before 18:00 hours the day before the trade. The written trade form must be on file at department headquarters. (Modified 06/24/02)

D. Paramedic shift fill ins will be tracked by the department. If a paramedic shift fill in is required when a paramedic has traded with a non-paramedic it will be counted as a minus. When a shift fill-in is avoided by a trade between a paramedic and a non-paramedic it will counted as a plus. At the end of the year the net result of plus and minus trades will be used to determine the applicability of paragraph E. The calculation of plus and minus will be done in tenths of an hour. (Modified 06/24/02)

E. If the net result for a calendar year is greater than minus 72 hours, the following clauses will go into effect. (Modified 06/24/02)

1. The paramedics shall be restricted to 3 non-paramedic trades per paramedic the following year. (Modified 06/24/02)

2. The restriction shall last one year then return to no restrictions. (Modified 06/24/02)

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3. Paragraph D and E will remain effective when the restrictions are lifted. (Modified 06/24/02)

F. If there is a significant change in the paramedic program (PFR, Second unit, or Staffing requirements) the parties agree to revisit Art 11 (B). (Modified 06/24/02)

## Article 12 Drills and Training Sessions

A. All employees shall be required to attend and participate in special drills and training sessions, unless excused by the Fire Chief or his/her designated representative. Excuses shall be given on the basis of reasonableness. Notice of such special drills and training sessions will be posted on the bulletin boards of the firehouse as far in advance as possible.

B. The Chief can assign any employee in the bargaining unit to ~~up to two weeks~~ one-week of 40 hr. schooling per year subject to the following restrictions: (Modified 06/24/02)

1. The employee shall be notified as soon as possible but not less than 30 days prior to the class. The schooling may be done on less than 30 days notice, if mutually agreed. (Modified 06/24/02)

2. Scheduled vacations, holidays, and trades will be honored. (Modified 06/24/02)

3. The employee's pay will be the same as if they were on the 56 hr. schedule. (Modified 06/24/02)

4. If the employee works the Sunday, Wednesday, Saturday schedule, they will be released from duty at 1900 on Sunday and will return to shift at 1900 on Saturday. If the class is out of state and over 200 miles from the City, the employee will be granted the Sunday and Saturday as travel days. If the class is of two weeks duration and out of state and over 200 miles from the City one of the two days will be deemed a travel day. (Modified 06/24/02)

## Article 13 Fire Department Apparatus

Full-time firefighters will drive emergency vehicles and take position of Motor Pump Operator (MPO). In instances when full-time personnel are not immediately present, then auxiliary personnel will perform this function.

## Article 14 Work Week and Overtime

A. For the term of this Agreement, the annual work year shall consist of two thousand nine hundred twelve (2,912) hours consisting of an average fifty-six (56) hour workweek. No

employee shall be guaranteed any specific number of hours in any one-week. The regular work week shall consist of one (1) day on duty followed by two (2) days off duty, i.e., (one day on duty and two days off, one day on duty and two days off - then repeat cycle). These workweeks shall continue through the year except for vacations or holidays. For purposes of application of the provisions of the Fair Labor Standards Act, the work period shall consist of twenty-seven (27) days.

B. Any off-duty employees who are called in for duty shall receive a minimum of two (2) hours of compensation at time and one-half (1½). It will be the Fire Chief's or his/her designated representative's decision whether personnel called in shall be retained at the fire station for two-hour period regardless of whether cause for call-in was satisfied in a shorter period of time.

C. Any employee who is required to remain on duty after his/her regular workday shall be paid at the rate of time and one-half (1½) for all such work performed after the regular workday. Any employee who is assigned to work prior to the start of his/her shift shall be paid at the rate of time and one-half (1½) for the time worked prior to the start of his/her regular shift.

D. Callbacks or scheduling of off-duty personnel to maintain ~~minimum~~ determined necessary by the Fire Chief will be done on a rotation method, starting with the highest seniority employee and on down the list. Only paramedics will be called for shift fill in for staffing shortages in the paramedic program. Compensation shall be at the rate of time and one-half (1½), and a separate list shall be maintained for recording hours. Forty (40) hours per week employees will not be called in for stand-by or callback duty unless deemed necessary by the Fire Chief or designee. (Modified July 6, 1999)

E. Overtime shall be distributed as evenly as possible among all employees. There shall be no requirement to equalize standby or general alarm overtime for non-resident employees. ~~Pagers may not be assigned to non-resident employees.~~ The Fire Department shall post overtime as in the past.

F. Comp Time: Effective January 1, 2017, Employees working hours in addition to their

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regularly scheduled hours shall have the option of receiving compensatory time at a time and one-half (time and ½) rate, with a minimum of two (2) hours. The compensatory time can be used in hourly increments up to twelve (12) hours. However, an employee may also be paid for any additional accrued hours upon request. Twenty-four (24) increments will have bumping rights. The maximum earned and used is ninety-six (96) compensatory time hours in a calendar year. Any employee can cash out any amount of their compensatory time on any payroll during the year. The compensatory time will be administered like a holiday and must be used by the end of the calendar year or paid out, unless the employee elects the Carry Over Option which is limited to 24 hours banked for use in the next year for 24 hour employees. Such carried over compensatory time must be taken as time off only (not eligible to be paid out) before April 1 of the following year.

G. Initial Training Periods: Initial training for Paramedics, Driver/Operator, and Fire Inspector I or II when assigned, will be done on duty or on overtime at the discretion of the Fire Chief. Fire fighters who voluntarily take Fire Inspector I or II to prepare to apply for the 40 hour Inspector position will not be compensated for attendance, but may be allowed to attend on duty at the discretion of the Fire Chief. (Modified 06/24/02)

## Article 15 Salary Schedule

The base salaries for unit employees are listed and effective on the dates shown in detail in the appendices attached hereto.

1. On January 1, 2021~~18~~ wages shall increase ~~1.5—2~~% as shown in Appendix A.

2. On January 1, 2022~~19~~ wages shall increase ~~1.0—2~~% as shown in Appendix B.

3. ~~On July 1, 2019 wages shall increase 1.0% as shown in Appendix C.~~

~~3.4.~~ On January 1, 2023~~0~~ wages shall increase ~~2.25—1~~% as shown in Appendix ~~C~~D.

~~4.~~ On July 1, 2023 wages shall increase 1% as shown in Appendix D-E.

~~5.~~ On January 1, 2024 wages shall increase 1.5% as shown in Appendix E-E.

~~6.~~ On July 1, 2024 wages shall increase 1.5% as shown on Appendix F.

## Article 16 Fire Inspector

A. Assignment as Fire Inspector: In the absence of employees who volunteer for the assignment, employees hired after July 1, 2000, can be assigned to the inspector position for one-year periods every five (5) years not to exceed two different assignments during the term of employment. If more than one employee signs up for the position, the department officers will recommend to the Chief the most suitable appointee. The following shall be the wages, hours and conditions of employment of the 40-hour week fire inspector. (Modified 7/20/00)

B. Work Week Defined: The workweek shall be defined as working forty (40) hours during the period of Monday through Friday. If mutually agreed upon by the Fire Chief and the Inspector the workweek can be changed. (Modified 7/20/00)

B. Work Day Defined: A workday for a five (5) day a week employee will be 8:00 a.m. to 4:00 p.m. A workday for a four (4) day a week employee will be from 7:00 a.m. to 5:00 p.m. If mutually agreed upon by the Fire Chief and the Inspector the workday can be changed. (Modified 7/20/00)

C. Salary: When the employee is appointed to the position, he/she will be paid the same annual salary converted to that of 40-hour employee. (Modified 7/20/00)

D. Call Back Pay: The inspector will be eligible for shift fill ins, standby calls and general alarms. The inspector will not be used to count for staffing purposes during the inspector's workday. Pay shall be based on a 56-hour hourly rate at time-and-one-half (1½) with a minimum two-hour call-in pay. (Modified 7/20/00)

E. "Comp" Time: The inspector shall ~~not~~ receive compensatory time off. (Modified 7/20/00)

F. Vacation: Vacation accumulation shall be based upon a 56-hour workweek and usage shall be based upon a 40-hour workweek as shown on the schedule in Appendix 1. The inspector shall coordinate his/her vacation picks with the Assistant Fire Chief – Inspections. (Modified 7/20/00)

G. Holidays: The inspector will receive the following holidays with pay. (Modified 7/20/00)

New Years Day (January 1st)  
The Friday before Easter



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Memorial Day (May 30th)  
Independence Day (July 4th)  
Labor Day (1st Monday in September)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve (December 24th)  
Christmas Day (December 25th)  
New Year's Eve (December

1. All holidays shall be guaranteed. If a holiday falls on a Saturday, the preceding workday shall be observed as a holiday. If a holiday falls on a Sunday, the next scheduled workday shall be observed as the holiday. If a holiday occurs during a period of sick leave, the inspector shall receive holiday pay for such day and such day shall not be charged to sick leave. When a holiday falls on or is observed on a day, which the inspector does work, the inspector shall receive time and one half for all hours worked on that day plus the holiday pay. If a holiday falls on a day, which the inspector is on vacation, he/she shall be paid for the holiday and not charged a vacation day. (Modified 7/20/00)

2. Employees who are working a ten (10) hour workday shall have all holiday time converted to hours. A holiday for a person assigned to ten (10) hour workdays shall equal ten (10) hours of pay. For weeks when there is one (1) holiday, the employees shall work three (3) ten (10) hour work days and get paid for forty (40) hours of pay. For weeks when there are two (2) holidays, the employees shall work two (2) ten (10) hour days and get paid for forty (40) hours of pay. Employees who are designated to work ten (10) hour workdays shall compensate the City for the additional hours granted through holidays through additional work at a straight time rate two (2) hours for every holiday taken for a total of twenty (20) hours per year. This additional work shall be made up during the current calendar year. Hours worked as holiday pay back shall not count towards overtime in the week when worked. When a holiday falls on a normal off day for a ten (10) hour day employee, the holiday shall be taken on an adjacent normally scheduled workday. (Modified 7/20/00)

H. Sick Leave: Sick time accumulation shall be based upon a 56-hour workweek and usage shall be based upon a 40-hour workweek

as shown on the schedule in Appendix 1. (Modified 7/20/00)

I. Funeral Leave: Funeral leave for three (3) days shall be granted for a member of the immediate family: spouse, children, mother, father, brother, or sister. Funeral leave of two (2) days shall be granted for mother-in-law and father-in-law. Funeral leave for one (1) day shall be granted for brother-in-law, sister-in-law, grandparents or grandchildren. For the purpose of this subsection a day shall mean either an eight (8) hour or ten (10) hour period depending upon the employee's workday. (Modified 7/20/00)

J. The fire inspector is not eligible for trades upon appointment to the position and any owed trades shall be worked as quickly as possible at no cost to the City. (Modified 7/20/00)

K. Conversion of Benefits: The table in appendix 1 shall be used to convert benefits and hours back and forth between a 56-hour workweek employee and a 40-hour workweek employee. During the period of time when a 56-hour employee works as a 40-hour employee, as well as when the employee moves from 40-hours per week to 56-hours per week, they shall not be allowed to accrue benefits or hours in any manner, which would result in double dipping or allow a windfall or shortfall. That is, they shall not receive sick leave, vacations, holidays, or longevity pay in any greater or lesser amount than if they had not changed work week schedules. (Modified 7/20/00)

## Article 17 Vacations

A. Employees shall be allowed vacations with pay as herein provided:

1 year of service - 1 week (3-24 hour workdays)

2 years of service - 2 weeks (6-24 hour workdays)

9 years of service - 3 weeks (9-24 hour workdays)

14 years of service - 4 weeks (12-24 hour workdays)

19 years of service - 5 weeks (15-24 hour workdays)

B. Three consecutive workdays constitutes one week of vacation. A week of vacation may start at any time of the week. All vacations shall be scheduled according to the department SOG

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relating to vacations and holidays. (Modified 06/24/02)

C. Vacation picks shall be in accordance with departmental seniority. If there is a conflict regarding a specific time for vacation, the most senior employee shall have preference without regard to rank or inclusion in the bargaining unit except that vacation picks will not be allowed that reduce the number of paramedics on duty below two (2). (Modified July 6, 1999)

D. A vacation pick may be up to but not exceeding three (3) consecutive weeks.

E. Employee will not be forced to take scheduled vacation if on sick or injury leave and is in hospital or under doctor's care.

F. Scheduled vacations can only be moved with permission of the shift officer.

G. Vacation Payout on Termination: The calculation of vacation due for terminations, death or retirements will be based on completed months of service.

H. Employees affected by attending paramedic school that are unable to use their vacation and holidays during the school, shall be allowed to carry it forward. Such employees must use their unused vacation and holiday time by the end of the second full year following their completion of the paramedic school. (Modified 7/6/99, 7/20/00) (Modified 06/24/02)

## Article 18 Holidays

A. There shall be ten (10) paid holidays in the Fire Department basing such holidays on a twenty-four (24) hour day. The holidays are as follows:

New Year's Day (January 1)

Friday before Easter (Modified August 12, 1997)

Easter Sunday

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Thanksgiving Day

Christmas Eve

Christmas Day (December 25)

New Year's Eve

B. Current employees may voluntarily be paid out for up to ten (10) holidays but must be paid out three (3) of the ten (10) holidays in a calendar year based on a twenty-four (24) hour period per holiday. Such payment will be made in two payments as follows: one check for the

three (3) holidays required to be bought back will be paid within forty-five (45) calendar days of the New Year; any additional days voluntarily requested to be bought back will be paid in one check payable on or before December 1 of each year. The remaining holidays are to be used on a random basis, but shall be scheduled so as not to interfere with staffing requirements or scheduled vacations. Holidays may be selected by the employees on a first come, first served basis. Holidays may be used to supplement firefighting activities such as first aid schools, seminars, and various firefighting functions in accordance with past practice. [NOTE: For 2016, the City will pay out the three (3) holidays to be bought back within forty-five (45) days of ratification of the contract by the City.] [NOTE: Buy back to begin for 2017 vacation process.]

C. Two holidays may be split into twelve-hour segments, i.e., an employee shall be entitled to take the period from 7:00 a.m. to 7:00 p.m. as a half holiday and the period from 7:00 p.m. to 7:00 a.m. as the second half holiday, or vice versa.

D. If an employee works on any of the holidays enumerated above, such employee will be compensated at the rate of time-and-one-half (1½).

E. On up to four (4) holidays, the duty personnel will be permitted a two-hour in-service period to have dinner at home. All personnel will designate which holidays they will choose, in writing to the Fire Chief. Such choice will be for the duration of the employees' employment in the department and shall not be changed or substituted during such term of employment. It is understood that the on-duty personnel will work out their individual schedules. The City shall not be required to call in employees as a result of the exercise of this provision. When scheduling holiday mealtimes, two paramedics must remain on duty in quarters. If only two (2) paramedics are on duty, they may not make use of the holiday meal period. (Modified July 6, 1999)

F. Scheduled holidays can only be moved with the permission of the shift officer.

G. Employee will not be forced to take scheduled holidays if on sick or injury leave and is in hospital or under doctor's care. (Modified 09/02/03)

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## Article 19 Vacation and Holiday Off Time

A. Vacations and holiday off time shall be on a citywide basis, with three (3) shift members allowed off per day, except in situations necessitated by replacement of personnel. Vacation periods and holiday off time that has been “signed up” will be honored by the management of the Fire Department. This period for replacement of personnel shall not exceed thirty (30) calendar days, during which period the taking of time off for either will be based on staffing at the three stations and the necessary transferring of personnel. The thirty (30) calendar days will begin on the first day of notification of occurrence. (Modified 06/24/02)

B. One officer shall be on duty at all times. As consideration for such duty, officers shall have an opportunity to split up a week of vacation. Split vacation for officers shall be administered as holidays. Any scheduled vacation would have precedence over the holiday. (Modified 06/24/02)

C. ~~Six paramedics will be required to be on duty for each shift. Two (2) paramedics shall be on duty at all times. As consideration for such duty, paramedics shall have an opportunity to split up to a week of vacation. Split vacation for paramedics shall be administered as holidays. Any scheduled vacation would have precedence over the holiday. (Modified July 6, 1999)~~

## Article 20 Restriction of Holidays - Vacations

In the event an employee is absent three (3) or more of his/her consecutive duty days, such absence will be deemed “long-term” for the purposes of this Section. The Fire Chief shall not restrict vacation and holidays when an employee is absent “long-term.” However, if an absence of an employee is not long-term, the Fire Chief shall retain the right to restrict the taking of unscheduled holidays and vacation based on the staffing needs of the Department.

If an employee and the Fire Chief or his/her designee knows from the first day that the absence will be long-term, no restriction shall be permitted. Such long-term absence must be substantiated by a doctor’s excuse. However, if the employee does not know until after the third day that the absence will be long-term, the Fire Chief shall retain the right to restrict the first three days. In the event an employee wishes to take an unscheduled holiday or vacation during

the three (3) day period when restriction is permitted, the determination if an employee on sick leave will be returning to duty the next shift, will be based on the “white peg” system which indicates employee’s availability for duty.

## Article 21 Sick Leave

A. Employees shall be eligible for sick leave upon the completion of one (1) month’s employment with the City, but any accumulation shall be retroactive to the first day of employment. Should the employee leave the employ of the City during the first six (6) months of his/her probationary period, the employee shall reimburse the City for sick leave used during the first six (6) months of employment.

B. Employees shall accumulate one-half (½) day of sick leave per month and may thereafter accumulate such sick leave to a maximum of one hundred thirty (130) days. Each day of sick leave shall consist of one (1) 24-hour workday. Any employee taking sick leave which, due to illness or injury is of a duration of three (3) or more consecutive workdays shall produce a doctor’s certificate indicating his/her ability to return to work and perform the duties of his/her job.

C. Employees shall be permitted to use sick leave on an hourly basis for reasons, which are of a reasonably compelling nature and for which the Fire Chief or his/her designee may approve. Illness in the family, medical appointments, emergencies at home, and similar contingencies shall be deemed as compelling reasons. If an employee calls in sick before his/her duty day starts, he/she may report to work later that day if he/she is no longer sick and will have deducted the number of hours of work missed. If a stand-in has reported to fill the sick employee’s position, such stand-in will be relieved at the time the absent employee reports. (Modified 01/01/06)

## Article 22 Restriction on Accrual of Benefits

Employees shall not accrue sick leave, vacations, holidays or longevity pay for the period of time off work due to duty-incurred injury or illness, in the event that they do not return to active duty with the City. If an employee is off work due to duty-incurred injury or illness does return to active duty, such employee, upon return, shall be entitled to the sick leave, vacation, holiday and longevity pay

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that they would otherwise have been entitled to, no more and no less. During such employees' absence, they shall not be allowed to accrue benefits in any manner, which would result in double dipping or allow a windfall. That is, they shall not receive sick leave, vacations, holidays, or longevity pay in any greater amount than if they had not left.

## **Article 23 Benefit Proration**

A. The benefits outlined in this contract shall be prorated at the time of hiring and upon separation from employment, unless otherwise noted. Completed months of service shall be used to calculate prorated benefits. (Modified 7/20/00)

B. Shoe Allowance and Monitor Pay: As specified in 32(B)(1) and 33(D). (Modified 7/20/00)

1. A newly hired employee shall receive a prorated shoe allowance and monitor pay on the date specified in this contract based upon completed months of service prior to that date. (Modified 7/20/00)

2. Unless the employee is employed on the date specified for the shoe allowance and monitor pay payments the City has no obligation to make either payment. An employee is not obligated to repay any shoe allowance or monitor pay received prior to separation. (Modified 7/20/00)

C. Holidays: Are listed in Article 17. (Modified 7/20/00)

1. A newly hired employee shall be eligible for those holidays that occur after the date of hire. (Modified 7/20/00)

2. An employee transferring to the Fire Department who has already been paid some holiday pay shall count those days against the total available and the employee shall not be eligible for more than this contract provides for. (Modified 7/20/00)

3. An employee who separates from the City shall reimburse the City for the number of holidays taken in excess of the number that occurred prior to the date of separation. An employee who separates shall be paid for all unused earned holidays earned prior to the date of separation. (Modified 7/20/00)

D. Vacation: An employee who separates shall be paid for all unused vacation leave and all earned vacation leave. (Modified 7/20/00)

E. Sick Leave Payout: An employee who has attained 5 or more years of continuous service with the Department, who retires under the Wisconsin Retirement System as a 56-hour employee, shall be entitled to a sick leave payout upon separation from employment, to be calculated as follows: Such payout shall consist of a lump sum payment based on one-half (1/2) of unused, accumulated sick leave, not however, to exceed forty-five (45) days. For employees who are hired after May 4, 2010, who have attained ten (10) or more years of continuous service with the Department and who retire under the Wisconsin Retirement System (WRS) and are immediately paid retirement benefits under one of the plans administered by the State of Wisconsin, such payment shall consist of a lump sum payment based on one-half (1/2) of unused, accumulated sick leave, not however to exceed sixty (60) days. However, if such employee resigns or quits his/her employment with the City, such payout shall consist of one quarter (1/4) of unused accumulated sick leave, not however, to exceed twenty-two and one-half (22 1/2) days. (Modified 3/25/2010; 6/15/2012)

F. Sick Leave Payout and other retirement payouts shall be based upon the values converted to the fifty-six (56) hour schedule. (Modified 7/20/00)

G: EMT Certification Payment: As specified in Article 38. (Modified 7/20/00)

## **Article 24 Special Leave**

A. Personal Leave: The Fire Chief may, in appropriate circumstances, grant a leave of absence without pay. If such leave is for a period of more than seven (7) calendar days, prior approval must be secured from the Personnel Committee. (Modified August 12, 1997)

B. Leave for Court Time: An employee required to appear in court or at a hearing as an expert witness on official department business only during his/her regularly scheduled workday shall be granted paid leave for the time required for such appearance and shall report for duty immediately thereafter. An employee required to appear in court or a hearing on official department business only during off-duty hours shall be compensated at time-and-one-half pay. Any outside compensation received by the employee for appearing in court on City

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business shall be paid over to the City. (Modified August 12, 1997)

C. Union Bargaining Time: In the event that negotiations are conducted at a time when employees who are members of the Union Bargaining Committee are on duty, such employees will be paid for such time as they are involved in negotiations, provided the Department is at or above minimum staffing levels. If the Department is below minimum staffing levels at such time, the employee will be required to arrange for a stand-in or shift trade

D. Union Educational Programs: The Union is allowed a total of six (6) days, three (3) of which are guaranteed days and three (3) of which will be treated as holidays, per year for Union educational programs. (Modified 7/20/00)

## **Article 25 Leave for Public Elections**

Any employee lawfully entitled to vote in any public election shall be afforded a sufficient amount of time off from duty without loss of pay to cast his/her ballot at the required location. Such time for voting shall be scheduled by the Fire Chief.

## **Article 26 Jury Duty**

Any employee reporting for jury duty or jury service shall be granted time off with pay upon presentation of satisfactory evidence relating to this duty of service. An employee is expected to report for work if he/she is released from jury duty and a portion of the working day remains. Compensation from such duty (exclusive of travel pay or pay for jury duty on off days) shall be signed over to the City immediately upon receipt.

## **Article 27 Funeral Leave**

A. In the event of death in the family, an employee shall be granted time off with pay to attend funerals. Two (2) days shall be granted for immediate family defined as the employee's spouse, children, stepchildren, stepparents and parents. One day shall be granted for other family members defined as brothers, sisters, grandchildren, grandparents, and the spouse's parents. Leave time for a funeral shall be twenty-four (24) hour days unless the death occurs on the day that employee is on duty, in which case any hours remaining shall be included. Such leave shall start within thirty (30) six (6) calendar days of the death. (Modified 7/20/00)

B. In the case of the death of other relatives and friends, the employee may attend the wake or funeral, but not to exceed a two (2)-hour-absent-from-work period. Attendance at the funeral or wake of other relatives or friends shall require the approval of the officer in charge, whose decision will be based on minimum staffing remaining on duty without call-in. In the event an employee is requested to be a pallbearer, the employee may attend the funeral and report for duty immediately thereafter, and in no case shall this period exceed 24 hours.

## **Article 28 Military Leave**

A. An employee who is a member of the Reserve Component of the Military Establishment and who is required to perform annual active duty for training will be granted a leave of absence from his/her regular duties. The City will pay the difference between the employee's regular pay and his/her basic military pay for the period of the leave. Upon approval of the Fire Chief, the employee may elect to use earned vacation in the performance of his/her active duty for training. An employee who is a member of the Reserve Component of the Military Establishment and who is required to perform weekly or weekend drills, will be granted time off, and upon approval of the Fire Chief or his/her designated representative, may elect one of the following options:

1. Make up time off.
2. Trade regular duty hours with another employee.
3. Use any earned compensatory time.
4. Lose the pay for time absent from normal duty.

B. Employees who are drafted, recalled or ordered to active military service shall be granted a leave of absence without pay in accordance with the provisions of federal law, State law, and the provisions of this Agreement. An employee granted such leave shall, upon his/her return, be credited for his/her previous service with the City and his/her military service toward his/her seniority provided such employee returns to work within ninety (90) days of his/her release from active duty.

## **Article 29 Medical Insurance**

Nothing in this article or this Agreement shall prohibit the City from exercising the City's rights, or in any way limit the City's rights under

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the language of Acts 10 and 32 (2011-2013 Budget Bill) which prohibits the City from bargaining over the design and selection of health care plans and the impact of the design and selection of health care plans. Any language in this Article or Agreement in conflict with such right or prohibition shall be governed by the provisions of Acts 10 and 32 and not this Agreement.

This provision shall not be enforceable as it relates to the specific issue(s) decided in the Eau Claire County WERC decision to the extent that the Wisconsin Court of Appeals or the Supreme Court find that the specific issue(s) decided in the Eau Claire County WERC case are not consistent with the rights afforded in Acts 10 and 32. Further, the parties agree to comply with such final and binding authority as may issue from the courts which have jurisdiction over the City of Oak Creek that relates to the enforceability of Article 29. (Modified 6/15/2012)

A. Eligibility: Upon initial employment, employees shall be eligible for and be covered by hospital and surgical insurance, including major medical coverage; group dental insurance; drug card coverage commencing on the first day of the month following a thirty (30) day waiting period.

B. Self Funded Coverage: Employees electing the self-funded coverage shall, effective January 1, 2012, contribute fifteen percent (15%) of the monthly premium (for self-funded plan, defined as suggested COBRA rates minus the .02 multiplier) for a single and family plan, respectively. Employees and dependents shall pay ten dollars (\$10) per visit to a medical provider. For each year of this contract, employees and their spouses who participate in a health risk assessment (HRA) program or an annual physical exam and completion of the Health Risk Assessment Certification shall contribute as follows:

January 1, 2012	10%
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of the monthly premium for a single and family plan, respectively. In the event the City does not offer a Health Risk Assessment Program or an annual physical exam and Health Risk Assessment Certification, employees shall be presumed to have participated in same for the

purposes of this section. (Modified 3/25/2010; 6/15/2012)

C. Group Dental Coverage: Employees electing the dental coverage shall have the full cost of the monthly premium paid by the City.

D. Section 125 Plan: The City shall maintain a Section 125 Plan to assist employees in paying for their benefits as covered by this Article with pre-tax dollars.

E. Retiree Health Insurance: Any employee hired before January 1, 2016 who has attained ten (10) or more years of full-time continuous service with the City; who retires from employment with the City; and is immediately paid retirement benefits under one of the plans administered by the State of Wisconsin shall be eligible for coverage under the City's health insurance program which is offered to active regular employees and to pay the premiums as outlined in this agreement. Any employee hired after January 1, 2016 is ineligible for retiree health insurance benefits under this paragraph. Eligible retired employees with qualified dependents will be provided family plan coverage. This benefit shall accrue to the surviving spouse of the retiree at the time of retirement only, if the retiree was receiving health insurance benefits prior to his/her death. If the surviving spouse remarries then the spouse shall only be eligible for single plan coverage. Further, if the retiree remarries, divorces or their marital status changes in any way after retirement, only the retiree and their eligible dependents (who were dependents at the time of retirement) shall be eligible for the applicable single plan or family plan coverage (any future spouse or new dependents are not covered). (Modified 5/11/16)

1. Exclusions: If the retiree engages in full time employment then the City's obligation to pay for and provide retiree health insurance shall cease for the duration of the full time employment. At such time as the retiree is no longer fully employed the retiree can participate again in the health insurance programs under the then current premium co-payment, benefit levels, terms and conditions for employees retiring on that reenrollment date. (Modified 7/20/00)

2. Medicare: Once an eligible retiree or their spouse is age-eligible for Medicare, the

# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

City will not pay for their Medicare reimbursement or Medicare supplement premiums and eligibility for any City paid retiree insurance will cease. If a retiree's spouse is younger than the retiree and the retiree becomes age-eligible for Medicare, that spouse may remain on the plan. The retiree's spouse and dependents may remain on the City's health insurance plan, with the City continuing to pay the premiums until the spouse is age-eligible for Medicare or until the child's dependent status ceases. Thereafter, COBRA coverage will remain available at the retiree's sole expense. (Modified 5/11/16)

3. Future Benefit Level Changes: The retirees will be entitled to the benefit coverage as specified under this or subsequent collective bargaining agreements, as modified from time to time. Any modification of benefit levels by the City shall be effective immediately for all retirees, regardless of retirement date, without regard to prior benefit coverage. (Modified 7/20/00)

4. Cost for Retirees: Employees who retire prior to June 15, 2012, shall be eligible for the retiree level of health insurance benefits listed in the prior agreement. For retirees who retire after June 15, 2012, for each year of this contract, retirees and their spouses shall contribute fifteen percent (15%) of the cost of the monthly premium. Retirees and their spouses who participate in a health risk assessment (HRA) program or an annual physical exam and completion of the Health Risk Assessment Certification shall contribute 10% of the monthly premium. Retirees' requirement to comply with the HRA program will end at Medicare eligibility. (Modified 3/25/2010; 6/15/2012)

5. Compliance with Procedures: Retirees shall comply with the administrative procedures and such other conditions established by the various insurance companies and providers that apply to active employees. (Modified 7/20/00)

6. Applicability: The provisions of this section shall become effective on January 1, 2001. Employees that have already retired prior to January 1, 2001 shall pay whatever premium co-payment was required when the employee retired. (Modified 7/20/00)

F. For employees hired after January 1, 2016: Employees hired after January 1, 2016 shall only be eligible for retiree health insurance benefits under this subsection, and shall not be eligible for post-employment health insurance benefits, except for legally mandated continuation coverage (i.e., COBRA) under any other section of this agreement.

An employee who is hired after January 1, 2016 and who successfully completes their probation shall be eligible for the following benefit in lieu of any post-employment health insurance benefits (this benefit payment also requires that the employee's eligibility to remain on the City's health plan ceases as of the date of their departure from the City or after the employee's legally mandated continuation coverage (i.e., COBRA) expires):

The city shall pay into § 457 plan for the benefit of the employee, to be used for payment of retiree health insurance premiums, the following sums, paid in accordance with the payroll dates after the employee's anniversary date:

In year 2, the City shall pay \$50.00 in accordance with regular payroll dates.

In year 3, the City shall pay \$75.00 in accordance with regular payroll dates.

In year 4 and each successive year thereafter, until retirement, the City shall pay \$100.00 in accordance with regular payroll dates.

G. Non-selection of Benefits: The City is seeking to reduce health insurance costs by providing inducements to employees to select from various options as specified below:

1. Prior to each January 1<sup>st</sup> if an employee elects in writing not to participate in any portion of the health insurance program identified above, then that employee will receive \$1,500 for single coverage or \$3,000 for coverage other than single coverage which the City will pay into a deferred compensation account on behalf of the employee. The employee making the election shall have been covered by the option(s) for at least one year prior to dropping the coverage(s).

2. A newly hired employee prior to the effective date for coverage to occur may elect in writing not to participate in any portion of the health insurance program identified above. The new employee will receive \$1,500 for single

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coverage or \$3,000 for coverage other than single coverage which the City will pay into a deferred compensation account on behalf of the employee. (Modified 7/20/00, 09/02/03))

3. Prior to each January 1<sup>st</sup>, or upon hiring, if an employee elects in writing not to participate in any other portion of the health insurance program, such as the dental insurance, then the City will pay into a deferred compensation account on behalf of the employee an amount equivalent to thirty-five (35.00%) percent of the cost for the benefit(s) the employee had been utilizing. (Modified 09/02/03)

4. All payments made to the employee's deferred compensation account under this section shall be made on a payroll check in July of that year. Notwithstanding the election if the employee has a qualifying event then the employee may re-elect the appropriate coverage. If an employee is hired after January 1, the amount for the first year of employment will be prorated and added to the payment for the year following the first year of employment, provided that the employee is still employed when the payment is made.

## **Article 30 Life Insurance**

Beginning the first of the month following thirty-one (31) calendar days of employment, the City shall provide life insurance equal to the employee's earnings rounded to the next highest One Thousand Dollars (\$1,000.00) based on the preceding year's earnings (upon entry to the plan, current earnings will be used). The City shall pay seventy-five percent (75%) of the premium required to obtain the above amounts of insurance.

## **Article 31 Long Term Disability Insurance**

The City will provide long-term disability insurance coverage for regular full-time employees. The benefits will be equal to seventy-five (75.0%) percent of the employee's base pay to a limit of One Thousand Six Hundred Eighty-seven Dollars and Fifty cents (\$1,687.50) per month. Benefits will be payable after forty-five (45) calendar days of disability, to age sixty-five (65). The City shall pay the full cost. Employees may purchase at their own expense additional coverage under this section. Employees shall not accrue sick leave while they are on long-term disability.

## **Article 32 Additional Compensation**

A. Longevity Pay: Employees will be entitled to and the City will pay longevity in accordance with the following formula:

1. After five (5) years - Five Dollars (\$5.00) per month.
2. After ten (10) years - Ten Dollars (\$10.00) per month.
3. After fifteen (15) years - Fifteen Dollars (\$15.00) per month.
4. After twenty (20) years - Twenty Dollars (\$20.00) per month.

B. In addition to other compensation, the City will pay to employees the following amounts for the purposes indicated:

1. Monitor: Twenty-Five Dollars (\$25.00) per year for the expense of operating a Fire Monitor for the purpose of notifying off-duty employees. The City will post on an annual basis a sheet for each employee to initial that at least Twenty-five (\$25.00) dollars has been expended for the purposes of operating a fire monitor. The City shall use the employee's initials to have the expenses deemed substantiated. If an employee does not initial the posted sheet then taxes shall be withheld.

2. A firefighter who is temporarily assigned to and who accepts the position as acting officer when his/her officer is not available for recall shall receive the pay of a lieutenant. No compensation will be provided for any assignment of less than two (2) hours, nor for any assignment, which is the result of a trade. (Modified 7/20/00)

3. A firefighter who is assigned the position of station officer shall receive a seven and one half (7.50%) percent increase in pay for all hours worked as station officer on any day he/she works as a station officer. The station officer shall schedule his/her vacation opposite of the station captain. No compensation will be provided for any assignment, which is the result of a trade. The City agrees to reopen this subsection of the Contract if the duties of the station officer change substantially during 2001 or 2002. (Modified 7/20/00)

4. Any off-duty employee assigned to parade duty outside the City, or a public speaking engagement for which the employee receives no other compensation, shall be paid at the rate of time and one-half (1½). No



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compensation will be provided for voluntary parade duty performed within the City.

5. Any off-duty employee performing an authorized special drill or training session shall be paid at the rate of time and one-half (1½), with a minimum of two (2) hours.

6. If personal or other private vehicles are authorized to be used for official departmental use, reimbursement will be paid on the basis of the current rate allowed under IRS regulations.

This provision will be an either/-or. If you use your private vehicle for your annual physical or any other department assigned meeting you shall receive appointment time (minimum 2 hour) compensation or comp time instead of mileage not both. This rule shall not apply to drive time.

Personnel will not be authorized to use private vehicles unless the employee has filed evidence of proper insurance coverage.

7. Normal route inspections: A firefighter who is assigned by the Fire Chief or his/her designee to perform normal route inspections shall receive pay in the amount of \$8.25 per day. This additional pay shall be paid only for the performance of normal route inspections.

8. Employees receiving state certified paramedic training on their off time shall receive compensatory time at a time and one-half (1½) rate. This compensatory time will be administered like a holiday and must be used by the end of the subsequent year or lost. Employees receiving state certified paramedic training on duty shall not receive compensatory time. (Modified July 6, 1999)

9. Acting Battalion Chief: The City will compensate the Fire Lieutenant at an annually established rate consistent with the middle of the Battalion Chief range, but not less than an additional five percent (5%) above Fire Lieutenant and Fire Lieutenant Paramedic base compensation for all hours worked in this capacity. [NOTE: Add assignment language when negotiated between the parties.]

## Article 33 Uniform Allowance

A. The City will provide uniforms to each new employee of the Department, including protective fire fighting gear; namely, shield, helmet, liner, boots, fire coat, gloves, etc. The non-fire fighting uniform shall consist of three shirts, three pants, a summer and winter hat, a tie, a jacket, a nametag, a cap badge, a jacket

badge, and a wallet badge. Uniforms issued to auxiliary firefighters shall count toward the uniform defined as in this section. Such uniforms and protective gear shall remain the property of the City. Any additional set shall be the responsibility of the employee.

B. Uniforms: The City will provide a uniform service of fire retardant garments. (Modified March 10, 1998)

C. The City shall be responsible for repairing or replacing firefighting gear, ambulance (Blauer) jackets and the non-fire fighting uniform at the Fire Chief's approval and return of the same.

D. Uniform Shoe Allowance: Each year each firefighter shall receive a uniform shoe allowance. The amount shall be one hundred and five (\$105) dollars. The allowance shall be paid in the appropriate manner by the end of January of each year. (Modified 3/1098, 7/20/00, 09/02/03)

## Article 34 Education Incentive Program

A. Any employee who enrolls in a training course or educational program (associates or undergraduate) which is job related shall be reimbursed for one hundred (100%) percent of the tuition cost and course books required. The determination of job relatedness shall be the responsibility of the Fire Chief and the Personnel Committee and any disagreement of this determination shall be subject to the grievance procedure. For each calendar year under this contract, the City's financial obligation under this provision shall not exceed Sixteen Thousand (\$16,000) dollars. The unused funds shall not roll over from one year to the next. This reimbursement shall not apply to any degree greater than a Master's degree. Graduate level courses can be reimbursed if there are funds remaining at the end of each calendar year. The City will not be obligated to pay more than seventy-five percent (75%) of a Master's degree and an employee who does not remain employed in Oak Creek for three (3) years after completion shall pay back a prorated amount of the costs of the degree depending on length of stay in the Department as provided in Section E. (Modified 01/01/06)

The City will make payment upon presentation of proof of satisfactory completion to the Fire Chief of course with a grade of "BCC" or better.

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Upon completion of the course, books purchased will become the property of the Fire Department. Such completion and reimbursement for course work shall not guarantee subsequent upgrading of the employee who took the course. (Modified March 31, 1998)

B. Approval for attendance at the National Fire Academy shall be at the discretion of the Fire Chief. (Modified 06/24/02)

C. When an employee is in attendance at a Fire Chief approved fire-related training program, time, which involves general alarms that occur while attending such, shall be compensated at the employee's overtime rate. Any course work associated with obtaining an associate or bachelor degree shall not be eligible for this overtime pay.

D. Employees attending a class which qualifies under the City's tuition reimbursement program (whether or not funds are available) can use split vacation days (officers and paramedics), holidays, or compensatory time (paramedics) on an hourly basis (calculated to tenths of an hour) for attendance. The hours charged will not be less than the amount of hours of needed overtime caused by the use of this benefit.

E. Service Restrictions: Employees who utilize the Education Incentive Development program shall repay the City for the cost of any class tuition if the employee does not remain employed with the City at least three (3) years. The repayment shall be based upon the timing of each individual class. The timing shall commence from the date of the completion of each class. Employees who leave other than for a duty or non-duty disability, before three (3) years shall repay the City based on the schedule below: (Modified 09/02/03)

Less than 12 months	100%
Between 12-24 months	66%
Between 25-36 months	33%

## Article 35 Duty Incurred Injury Pay

A. Time Limits: Any employee after probation who sustains an injury while performing within the scope of his/her employment shall receive full salary in lieu of Workmen's Compensation for the period of time he/she may be temporarily totally, or temporarily partially disabled because of said

injury, up to a period of one (1) year. Employees sustaining a compensable injury resulting in total permanent disability shall continue to receive full salary up to one (1) year until a determination is made that the injury is a permanently disabling injury in accordance with the Statutes of Wisconsin Workmen's Compensation Act. The employee's Workers' Compensation check is sent to the City. The City cashes and deposits the check. The employee will receive the regular payroll check, ~~provided, however, the City will not withhold state or federal taxes from the portion of the employee's paycheck equal to the worker's compensation benefit.~~

B. Time lost and wages paid because of injury shall not be deducted from accrued sick days of the employees. An employee shall not accrue sick leave for the period of time off from work as a result of injury under this Section. When the City shall have made any payment under this Section and the employee makes a claim against any third party or insurer, the City shall be entitled to receive, from any damages recovered by such employee, reimbursement for such wages paid in the same proportion as prescribed by Section 102.29, Wisconsin Statutes, for Wisconsin Compensation payments.

C. Temporary Light Duty: Duty-incurred injury takes precedence over non-duty incurred injury. The Fire Chief will be responsible for the determination on the number of employees, length of time on light duty, and the hours they work, including the ability to assign an employee on light duty to a 40 or 56 hour work week. All personnel assigned to light duty shall have a doctor's certificate stating that light duty is permissible. In the event it is medically determined that an employee will not be able to return to work as a firefighter for the City, such employee shall be separated from employment. Such separation is not discipline and as such is not subject to the just cause provisions of this Agreement. (Modified 09/02/03)

D. With regard to vacation and holidays for employees, who return to active duty after being off work due to duty-incurred injury or illness, the following rules shall apply:  
For employees who return to active duty after being off work due to duty-incurred injury or

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illness, such employees shall make every effort to use the vacation to which they are entitled by the end of the year in which they return. Holiday rollover will be permitted for such holiday earned during the period other than the disability period. The City may require the employee to schedule and use such vacation prior to the end of the year in which they return, on available days, based on staffing requirements. If all vacation is not scheduled or used, the employee shall be allowed to carry over the remaining vacation, to be used prior to March 15th of the next year or lost (i.e., any vacation carried over from 1990 must be used by March 15th of 1991.).

## **Article 36 Death and Separation Gratuities**

In the event of the death of any employee, the City shall pay any accumulated wages and unused vacation allowance of such employee in the manner provided by Section 109.03, Wisconsin Statutes.

## **Article 37 Retirement**

Each employee shall be covered under the State of Wisconsin Retirement System, in accordance with Chapter 40 of the Wisconsin Statutes. Effective January 1, 2012, all employees will pay that portion of the employee's contribution which shall be three percent (3.0%) of the employee's wages, by payroll deduction. Effective January 1, 2013, employees will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department of Employee Trust Funds from time to time, consistent with General Employees.

## **Article 38 EMT Certification**

~~EMT Compensation was rolled into base salary effective December 31, 2017.~~

~~Effective the first day of the month following the last party's ratification date:~~

~~A. — Delete and fold amount into eligible employee's base wages (there will be a bargaining history note, on the wage page that as of the last ratification date, the EMT pay was folded into the eligible employee's base rate) and a new wage page created reflecting this agreement.~~

~~B. — Delete and fold amount into eligible employee's base wage (there will be a bargaining history note, on the wage page that as of the last ratification date, the Paramedic pay~~

~~was folded into the eligible employee's base rate) and a new wage page created reflecting this agreement.~~

## **Article 39 Drug Testing**

The City agrees to establish a committee in order to review the existing drug policy. The makeup of the committee will be in the discretion of the City, but will include at least two (2) Union members. The role of the committee will be to make recommendations to the Personnel Committee. The final decision on the policy will be made by the City, subject to any bargaining obligations. During the discussion and until a decision is made and the matter is finalized, the current language will remain in effect. The City will provide the Union on an annual basis a status report on the drug-testing program and will meet to review the program's implementation. (Modified March 10, 1998)

## **Article 40 Residency**

Employees must reside within an area encompassed by Lake Michigan on the east; Good Hope Road on the north; Highway 83 North on the west and Highway K (Kenosha County) to the south. (Map attached to this Agreement). (Modified 3/25/10)

## **Article 41 Reporting for General Alarms**

Both the Union and the City understand that the firefighters who are members of this bargaining unit have a responsibility under the rule which requires a special effort to report for duty, requires the firefighters to report for duty upon receipt of a general alarm unless circumstances which have always been recognized as excuses for not reporting to a general alarm prevent a firefighter from reporting. The Fire Chief will maintain records, which will show which firefighters do not respond to general alarms, and if an individual firefighter establishes a pattern of failure to report to general alarms, he/she will be required by the Fire Chief to furnish reasons for failing to respond to the general alarm and will be required to do so.

## **Article 42 Snow Shoveling Off Roofs**

Firefighters will not be expected to shovel snow off roofs of private citizens unless related to firefighting duties.

## **Article 43 Television and Radios**

Televisions and radios will be maintained and furnished at the City's cost; when cable TV

# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

wiring is required, the City will be responsible for the cost.

## **Article 44 Common Mess**

All members of the bargaining unit shall participate in an organized mess, it being in the interest of the employer and the employees for the morale of the Department and for the harmonious working relationship between firefighters. This will be at no cost to the City and the City shall not contribute to this fund. It shall be the responsibility of each employee to contribute his/her fair share for the daily meals while on duty. The City and its agent's will be held harmless as to any lawsuits arising out of this Section. The scheduling of such mealtime will be at the discretion of the Fire Chief or his/her designee.

## **Article 45 Lateral Hires**

Lateral transfers allow for the opportunity to attract new members in a competitive employment market and simply to attract better candidates that may be interested in joining our organization for mutual benefit.

Lateral transfers will be required to have the same qualifications and follow the same application process as all new hires.

For purposes of this section, lateral transfers shall be defined as Firefighter/EMT/Paramedics that have served as part of another unionized, bargaining unit for a minimum of at least two (2) years full-time equivalency. Union Representative from Local 1848 and the Oak Creek Fire Chief, or his/her designee, shall meet and discuss the non-binding specifics to identify potential service time and any other relevant issues as may pertain to the transfer. Lateral transfers shall:

Be evaluated for previous service to determine commensurate pay and vacation. The Fire Chief shall make recommendations for determination. Human Resources in consultation with the Fire Chief shall make the final determination for placement on Local 1848 CBA wage and vacation schedule.

Despite potentially higher pay and vacation, lateral members will be placed on the seniority schedule as their date of hire with the City of Oak Creek, for purposes of picking time off and promotion.

Lateral transfers will also utilize their date of hire with the City of Oak Creek for all retirement and post-employment benefits.

## **Article 46~~5~~ Union Activities and Discrimination**

The City agrees that no employee will be discriminated against because of membership or activity in connection with the Union, and the City will not interfere with the rights of employees to become members. The City will not discourage membership in the Union. No employee shall be denied Union membership because of race, creed, color, or sex. The City shall not deny any person with proper qualifications and opportunity to become members of the Oak Creek Fire Department because of the aforementioned statement.

## **Article 47~~6~~ Consolidation**

Should the City decide to consolidate its Fire Department the City will honor the existing contract for wages and benefits until the new service provider is in place. The City will agree to have the Union represented in the consolidation process and will be open to their concerns. (Modified March 10, 1998)

## **Article 48~~7~~ No Strike Clause**

A. Employees shall not participate in any strike, picketing, obvious slowdown, or any other intentional interruption of work.

B. If employees engage in any activity in violation of this provision, the Union shall immediately in writing, order employees to discontinue their action and provide the City negotiator with a copy of the order. Failure of the Union to issue the order and taking action required shall be considered in determining whether or not the Union caused or authorized the strike.

C. Any and all employees who violate this Section may be discharged or disciplined. Discipline, including loss of compensation, vacation benefits, holiday pay or time off without pay may be imposed. The City, in addition to penalties provided, may enforce any other legal rights and remedies in which by law it is entitled.

## **Article 48~~9~~ Amendments and Severability**

A. This Agreement may be amended in writing by mutual consent. If any Article of this Agreement or any addenda thereto should be

## Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or the enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby; and the parties shall enter into negotiations at a reasonable time for the purpose of arriving at a mutually satisfactory substitution for such Article, if same is mutually deemed necessary.

B. The Union's proposals shall be forwarded by mail to the City by June 1, 2020. The City's proposals shall be forwarded by mail to the Union by June 15, 2020. The initial

bargaining session of the parties shall be held by July 1, 2020. These dates may be revised by mutual agreement. (Modified 3/10/98, 7/20/00, 09/02/03, 5/11/16)

C. The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

D. If Milwaukee County makes significant changes to its contract with the City, which impacts the City's ability to provide a paramedic first responder program, the City and the Union will enter in to negotiations to discuss the impacted sections of this contract. (Modified 7/6/99, 7/20/00)

# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

In Witness Whereof, the City and the Union have caused this instrument to be signed by their duly authorized representatives this \_\_\_ day of \_\_\_\_\_ 2021.

**Oak Creek Professional  
Firefighters Association  
Local #1848 I.A.F.F., AFL-CIO:**

**City of Oak Creek**

\_\_\_\_\_  
Steve Wilding  
President

\_\_\_\_\_  
Dan Bukiewicz  
Mayor

\_\_\_\_\_  
Ian Perry  
Vice-President

\_\_\_\_\_  
Andrew J. Vickers  
City Administrator

\_\_\_\_\_  
Jesse Teichmiller  
Secretary/Treasurer

\_\_\_\_\_  
Maxwell C. Gagin  
Assistant City Administrator/Comptroller

\_\_\_\_\_  
Jeffery Mallas  
Executive Board Member

\_\_\_\_\_  
Michael Kressuk  
Fire Chief

\_\_\_\_\_  
Charles Prinze  
Executive Board Member

\_\_\_\_\_  
Michael Toman  
Personnel Committee Chairman

\_\_\_\_\_  
Kenneth Gehl  
Personnel Committee

\_\_\_\_\_  
Richard Duchniak  
Personnel Committee Member

# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

## Fire Benefit Conversion Table

The table below shall be used to convert benefits between 24/56 hour workdays, 10-hour work days and 8 hour workdays. The conversion factor can be used as in the following example:

One sick day for a 24 hour employee is 24 hours.

One sick day for a 10 hour employee is 10 hours.

Time taken from the 24 hour bank will be multiplied by 2.4000.

$10 * 2.4000 = 24$  hours

<b>56 Hour Work Week</b>	<b>Conversion Factor 10&lt;/&gt;24</b>	<b>10 Hour Based Work Week</b>	<b>Conversion Factor 8&lt;/&gt;24</b>	<b>8 Hour Based Work Week</b>
<b>Work Day</b> 24 Hours	0.417/2.400	10 Hours	0.333/3.000	8 Hours
<b>Work Week</b> 1 on 2 off	N/A	4 on 3 off	N/A	5 on 2 off
<b>Holidays</b> 10 @ 24 Hours = 240 hours	0.333/3.000	10 @ 10 Hours = 100 hours *1	0.333/3.000	10 @ 8 Hours = 80 hours
<b>1 Vacation Week</b> 3 days @ 24 hours = 72 hours	0.556/1.800	4 days @ 10 hours = 40 hours	0.556/1.800	5 days @ 8 hours = 40 hours
<b>Sick Leave Accumulation</b> 12 hours @ month = 144 year	0.667/1.500	8 hours @ month = 96 year	0.667/1.500	8 hours @ month = 96 year
<b>Sick Leave Usage</b> 1 day @ 24 hours	0.417/2.400	1 day @ 10 hours	0.333/3.000	1 day @ 8 hours
<b>Funeral Leave</b> 1 day @ 24 hours	1.250/0.800	3 days @ 10 hours	1.000/1.000	3 days @ 8 hours
<b>Salary Based On *2</b> 2,912 hours	0.714/1.400	2,080 hours	0.714/1.400	2,080 hours

Note 1: The employee has the option of taking ten 10-hour holidays and working two off days for no compensation or taking eight 10-hour holidays.

Note 2: Overtime worked as an inspector shall be paid at the 2,080 rate. Overtime worked as a firefighter shall be paid at the 2,912 rate.

# Oak Creek Fire Labor Contract 2018 -- 2020 2021 - 2024

**APPENDIX A - January 1, 2021 WAGES INCREASED 2.00%**

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$27.302	\$27.848	\$81,093	\$28.405	\$82,715	\$29.825	\$86,850
Lieutenant	\$30.033	\$30.634	\$89,206	\$31.247	\$90,991	\$32.809	\$95,540
Captain	\$31.836	\$32.473	\$94,561	\$33.122	\$96,451	\$34.778	\$101,274
<b>Firefighters hired after January 1, 1995</b>							
New Hire	\$19.154	\$19.537	\$56,892	\$19.928	\$58,030	\$20.924	\$60,931
After One Year	\$20.784	\$21.200	\$61,734	\$21.624	\$62,969	\$22.705	\$66,117
After Two Years	\$22.416	\$22.864	\$66,580	\$23.321	\$67,911	\$24.487	\$71,306
After Three Years	\$24.041	\$24.522	\$71,408	\$25.012	\$72,835	\$26.263	\$76,478
After Four Years	\$25.672	\$26.185	\$76,251	\$26.709	\$77,777	\$28.044	\$81,664
After Five Years	\$27.302	\$27.848	\$81,093	\$28.405	\$82,715	\$29.825	\$86,850

**APPENDIX A - JANUARY 1, 2018 WAGES INCREASED 1.5%**

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$25.788	\$26.175	\$76,222	\$26.699	\$77,747	\$28.034	\$81,635
Lieutenant	\$28.367	\$28.793	\$83,845	\$29.369	\$85,523	\$30.837	\$89,797
Captain	\$30.071	\$30.522	\$88,880	\$31.132	\$90,656	\$32.689	\$95,190
<b>Firefighters hired after January 1, 1995</b>							
New Hire	\$18.093	\$18.364	\$53,476	\$18.731	\$54,545	\$19.668	\$57,273
After One Year	\$19.633	\$19.927	\$58,027	\$20.326	\$59,189	\$21.342	\$62,148
After Two Years	\$21.173	\$21.491	\$62,582	\$21.921	\$63,834	\$23.017	\$67,026
After Three Years	\$22.708	\$23.049	\$67,119	\$23.510	\$68,461	\$24.686	\$71,886



# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

After Four Years	<del>-\$24.248</del>	<del>-\$24.612</del>	<del>-\$71,670</del>	<del>-\$25.104</del>	<del>-\$73,103</del>	<del>-\$26.359</del>	<del>-\$76,757</del>
After Five Years	<del>-\$25.788</del>	<del>-\$26.175</del>	<del>-\$76,222</del>	<del>-\$26.699</del>	<del>-\$77,747</del>	<del>-\$28.034</del>	<del>-\$81,635</del>

\* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.

## APPENDIX B January 1, 2022 WAGES INCREASED 2.00%

<u>Position</u>	<u>Current Hourly</u>	<u>New Hourly Rate</u>	<u>Annual Rate</u>	<u>Firefighter EMT (+2.0%)</u>	<u>Annual Firefighter EMT Rate</u>	<u>Firefighter Paramedic (+5.0%)</u>	<u>Annual Firefighter Paramedic Rate</u>
<u>Fire Fighter</u>	<u>\$27.848</u>	<u>\$28.405</u>	<u>\$82,715</u>	<u>\$28.973</u>	<u>\$84,369</u>	<u>\$30.422</u>	<u>\$88,589</u>
<u>Lieutenant</u>	<u>\$30.634</u>	<u>\$31.247</u>	<u>\$90,991</u>	<u>\$31.872</u>	<u>\$92,811</u>	<u>\$33.466</u>	<u>\$97,453</u>
<u>Captain</u>	<u>\$32.473</u>	<u>\$33.122</u>	<u>\$96,451</u>	<u>\$33.784</u>	<u>\$98,379</u>	<u>\$35.473</u>	<u>\$103,297</u>
<b>Firefighters hired after January 1, 1995</b>							
<u>New Hire</u>	<u>\$19.537</u>	<u>\$19.928</u>	<u>\$58,030</u>	<u>\$20.327</u>	<u>\$59,192</u>	<u>\$21.343</u>	<u>\$62,151</u>
<u>After One Year</u>	<u>\$21.200</u>	<u>\$21.624</u>	<u>\$62,969</u>	<u>\$22.056</u>	<u>\$64,227</u>	<u>\$23.159</u>	<u>\$67,439</u>
<u>After Two Years</u>	<u>\$22.864</u>	<u>\$23.321</u>	<u>\$67,911</u>	<u>\$23.787</u>	<u>\$69,268</u>	<u>\$24.976</u>	<u>\$72,730</u>
<u>After Three Years</u>	<u>\$24.522</u>	<u>\$25.012</u>	<u>\$72,835</u>	<u>\$25.512</u>	<u>\$74,291</u>	<u>\$26.788</u>	<u>\$78,007</u>
<u>After Four Years</u>	<u>\$26.185</u>	<u>\$26.709</u>	<u>\$77,777</u>	<u>\$27.243</u>	<u>\$79,332</u>	<u>\$28.605</u>	<u>\$83,298</u>
<u>After Five Years</u>	<u>\$27.848</u>	<u>\$28.405</u>	<u>\$82,715</u>	<u>\$28.973</u>	<u>\$84,369</u>	<u>\$30.422</u>	<u>\$88,589</u>

# Oak Creek Fire Labor Contract 2018 - 2020 2021 - 2024

## APPENDIX B - JANUARY 1, 2019 - WAGES INCREASED 1.0%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$26.175	\$26.437	\$76,985	\$26.966	\$78,525	\$28.314	\$82,450
Lieutenant	\$28.793	\$29.081	\$84,684	\$29.663	\$86,379	\$31.146	\$90,697
Captain	\$30.522	\$30.827	\$89,768	\$31.444	\$91,565	\$33.016	\$96,143
<b>Firefighters hired after January 1, 1995</b>							
New Hire	\$18.364	\$18.548	\$54,012	\$18.919	\$55,092	\$19.865	\$57,847
After One Year	\$19.927	\$20.126	\$58,607	\$20.529	\$59,780	\$21.555	\$62,768
After Two Years	\$21.491	\$21.706	\$63,208	\$22.140	\$64,472	\$23.247	\$67,695
After Three Years	\$23.049	\$23.279	\$67,788	\$23.745	\$69,145	\$24.932	\$72,602
After Four Years	\$24.612	\$24.858	\$72,386	\$25.355	\$73,834	\$26.623	\$77,526
After Five Years	\$26.175	\$26.437	\$76,985	\$26.966	\$78,525	\$28.314	\$82,450

\* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.

# Oak Creek Fire Labor Contract 2018 – 2020 2021 - 2024

## APPENDIX C January 1, 2023 WAGES INCREASED 1.00%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
<u>Fire Fighter</u>	\$28.405	\$28.689	\$83,542	\$29.263	\$85,214	\$30.726	\$89,474
<u>Lieutenant</u>	\$31.247	\$31.559	\$91,900	\$32.190	\$93,737	\$33.800	\$98,426
<u>Captain</u>	\$33.122	\$33.453	\$97,415	\$34.122	\$99,363	\$35.828	\$104,331
<b>Firefighters hired after January 1, 1995</b>							
<u>New Hire</u>	\$19.928	\$20.127	\$58,610	\$20.530	\$59,783	\$21.557	\$62,774
<u>After One Year</u>	\$21.624	\$21.840	\$63,598	\$22.277	\$64,871	\$23.391	\$68,115
<u>After Two Years</u>	\$23.321	\$23.554	\$68,589	\$24.025	\$69,961	\$25.226	\$73,458
<u>After Three Years</u>	\$25.012	\$25.262	\$73,563	\$25.767	\$75,034	\$27.055	\$78,784
<u>After Four Years</u>	\$26.709	\$26.976	\$78,554	\$27.516	\$80,127	\$28.892	\$84,134
<u>After Five Years</u>	\$28.405	\$28.689	\$83,542	\$29.263	\$85,214	\$30.726	\$89,474

## APPENDIX C July 1, 2019 WAGES INCREASED 1.0%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
<u>Fire Fighter</u>	\$26.437	\$26.701	\$77,753	\$27.235	\$79,308	\$28.597	\$83,274
<u>Lieutenant</u>	\$29.081	\$29.372	\$85,531	\$29.959	\$87,241	\$31.457	\$91,603
<u>Captain</u>	\$30.827	\$31.135	\$90,665	\$31.758	\$92,479	\$33.346	\$97,104
<b>Firefighters hired after January 1, 1995</b>							
<u>New Hire</u>	\$18.548	\$18.733	\$54,550	\$19.108	\$55,642	\$20.063	\$58,423
<u>After One Year</u>	\$20.126	\$20.327	\$59,192	\$20.734	\$60,377	\$21.771	\$63,397
<u>After Two Years</u>	\$21.706	\$21.923	\$63,840	\$22.361	\$65,115	\$23.479	\$68,371
<u>After Three Years</u>	\$23.279	\$23.512	\$68,467	\$23.982	\$69,836	\$25.181	\$73,327

# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

After Four Years	\$24.858	\$25.107	<del>\$73,112</del>	<del>\$25,609</del>	<del>\$74,573</del>	<del>\$26,889</del>	<del>\$78,301</del>
After Five Years	\$26.437	\$26.701	<del>\$77,753</del>	<del>\$27,235</del>	<del>\$79,308</del>	<del>\$28,597</del>	<del>\$83,274</del>

\* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.

## APPENDIX D July 1, 2023 WAGES INCREASED 1.00%

Position	Current Hourly	New Hourly Rate	Annual Rate	Firefighter EMT (+2.0%)	Annual Firefighter EMT Rate	Firefighter Paramedic (+5.0%)	Annual Firefighter Paramedic Rate
Fire Fighter	\$28.689	\$28.976	\$84,378	\$29.556	\$86,067	\$31.034	\$90,371
Lieutenant	\$31.559	\$31.875	\$92,820	\$32.513	\$94,678	\$34.139	\$99,413
Captain	\$33.453	\$33.788	\$98,391	\$34.464	\$100,359	\$36.187	\$105,377
<b>Firefighters hired after January 1, 1995</b>							
New Hire	\$20.127	\$20.328	\$59,195	\$20.735	\$60,380	\$21.772	\$63,400
After One Year	\$21.840	\$22.058	\$64,233	\$22.499	\$65,517	\$23.624	\$68,793
After Two Years	\$23.554	\$23.790	\$69,276	\$24.266	\$70,663	\$25.479	\$74,195
After Three Years	\$25.262	\$25.515	\$74,300	\$26.025	\$75,785	\$27.326	\$79,573
After Four Years	\$26.976	\$27.246	\$79,340	\$27.791	\$80,927	\$29.181	\$84,975
After Five Years	\$28.689	\$28.976	\$84,378	\$29.556	\$86,067	\$31.034	\$90,371

# Oak Creek Fire Labor Contract ~~2018—2020~~2021 - 2024

\* Per Article 38, EMT and Paramedic certification pay is reflected in the above schedule.

## APPENDIX E January 1, 2024 WAGES INCREASED 1.50%

<u>Position</u>	<u>Current Hourly</u>	<u>New Hourly Rate</u>	<u>Annual Rate</u>	<u>Firefighter EMT (+2.0%)</u>	<u>Annual Firefighter EMT Rate</u>	<u>Firefighter Paramedic (+5.0%)</u>	<u>Annual Firefighter Paramedic Rate</u>
<u>Fire Fighter</u>	<u>\$28.976</u>	<u>\$29.411</u>	<u>\$85,645</u>	<u>\$29.999</u>	<u>\$87,357</u>	<u>\$31.499</u>	<u>\$91,725</u>
<u>Lieutenant</u>	<u>\$31.875</u>	<u>\$32.353</u>	<u>\$94,212</u>	<u>\$33.000</u>	<u>\$96,096</u>	<u>\$34.650</u>	<u>\$100,901</u>
<u>Captain</u>	<u>\$33.788</u>	<u>\$34.295</u>	<u>\$99,867</u>	<u>\$34.981</u>	<u>\$101,865</u>	<u>\$36.730</u>	<u>\$106,958</u>
<b>Firefighters hired after January 1, 1995</b>							
<u>New Hire</u>	<u>\$20.328</u>	<u>\$20.633</u>	<u>\$60,083</u>	<u>\$21.046</u>	<u>\$61,286</u>	<u>\$22.098</u>	<u>\$64,349</u>
<u>After One Year</u>	<u>\$22.058</u>	<u>\$22.389</u>	<u>\$65,197</u>	<u>\$22.837</u>	<u>\$66,501</u>	<u>\$23.979</u>	<u>\$69,827</u>
<u>After Two Years</u>	<u>\$23.790</u>	<u>\$24.147</u>	<u>\$70,316</u>	<u>\$24.630</u>	<u>\$71,723</u>	<u>\$25.862</u>	<u>\$75,310</u>
<u>After Three Years</u>	<u>\$25.515</u>	<u>\$25.898</u>	<u>\$75,415</u>	<u>\$26.416</u>	<u>\$76,923</u>	<u>\$27.737</u>	<u>\$80,770</u>
<u>After Four Years</u>	<u>\$27.246</u>	<u>\$27.655</u>	<u>\$80,531</u>	<u>\$28.208</u>	<u>\$82,142</u>	<u>\$29.618</u>	<u>\$86,248</u>
<u>After Five Years</u>	<u>\$28.976</u>	<u>\$29.411</u>	<u>\$85,645</u>	<u>\$29.999</u>	<u>\$87,357</u>	<u>\$31.499</u>	<u>\$91,725</u>

## APPENDIX F July 1, 2024 WAGES INCREASED 1.50%

<u>Position</u>	<u>Current Hourly</u>	<u>New Hourly Rate</u>	<u>Annual Rate</u>	<u>Firefighter EMT (+2.0%)</u>	<u>Annual Firefighter EMT Rate</u>	<u>Firefighter Paramedic (+5.0%)</u>	<u>Annual Firefighter Paramedic Rate</u>
<u>Fire Fighter</u>	<u>\$29.411</u>	<u>\$29.852</u>	<u>\$86,929</u>	<u>\$30.449</u>	<u>\$88,667</u>	<u>\$31.971</u>	<u>\$93,100</u>
<u>Lieutenant</u>	<u>\$32.353</u>	<u>\$32.838</u>	<u>\$95,624</u>	<u>\$33.495</u>	<u>\$97,537</u>	<u>\$35.170</u>	<u>\$102,415</u>
<u>Captain</u>	<u>\$34.295</u>	<u>\$34.809</u>	<u>\$101,364</u>	<u>\$35.505</u>	<u>\$103,391</u>	<u>\$37.280</u>	<u>\$108,559</u>
<b>Firefighters hired after January 1, 1995</b>							
<u>New Hire</u>	<u>\$20.633</u>	<u>\$20.942</u>	<u>\$60,983</u>	<u>\$21.361</u>	<u>\$62,203</u>	<u>\$22.429</u>	<u>\$65,313</u>

# Oak Creek Fire Labor Contract ~~2018~~ 20202021 - 2024

<u>After One Year</u>	<u>\$22.389</u>	<u>\$22.725</u>	<u>\$66,175</u>	<u>\$23.180</u>	<u>\$67,500</u>	<u>\$24.339</u>	<u>\$70,875</u>
<u>After Two Years</u>	<u>\$24.147</u>	<u>\$24.509</u>	<u>\$71,370</u>	<u>\$24.999</u>	<u>\$72,797</u>	<u>\$26.249</u>	<u>\$76,437</u>
<u>After Three Years</u>	<u>\$25.898</u>	<u>\$26.286</u>	<u>\$76,545</u>	<u>\$26.812</u>	<u>\$78,077</u>	<u>\$28.153</u>	<u>\$81,982</u>
<u>After Four Years</u>	<u>\$27.655</u>	<u>\$28.070</u>	<u>\$81,740</u>	<u>\$28.631</u>	<u>\$83,373</u>	<u>\$30.063</u>	<u>\$87,543</u>
<u>After Five Years</u>	<u>\$29.411</u>	<u>\$29.852</u>	<u>\$86,929</u>	<u>\$30.449</u>	<u>\$88,667</u>	<u>\$31.971</u>	<u>\$93,100</u>



## COMMON COUNCIL REPORT

**Item:** Successor labor agreement by and between the City of Oak Creek and Oak Creek Professional Police Association.

**Recommendation:** The Personnel & Finance Committee recommends the Common Council adopts Ordinance 3009, An Ordinance Confirming Adoption of the Successor Labor Agreement by and between the City of Oak Creek and the Oak Creek Professional Police Officer's Association and Fixing the Salary for Members of the Association from January 1, 2021 through December 31, 2024.

**Fiscal Impact:** Fiscal impact for the measurable economic items, including all associated payroll taxes and WRS, is as follows for each year of the four-year Agreement:

	2021	2022	2023	2024
Article 9, Wages	\$96,731	\$98,665	\$75,766	\$141,515
Article 24, Trust	\$908	\$0	\$0	\$0
Article 25, Clothing Allowance	\$2,550	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$100,188</b>	<b>\$98,665</b>	<b>\$75,766</b>	<b>\$141,515</b>

- 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:** Several meetings throughout fall/winter 2020 and early 2021 between the City bargaining team (comprised of certain management staff, Labor Attorney Rob Buikema, and the Aldermen on the Personnel & Finance Committee) and Police Association has led to agreement on new terms for a labor agreement covering 2021, 2022, 2023, and 2024. The Association members ratified these terms on or about April 29, 2021. Attached to this staff report, Common Council can find a redlined version of the Labor Contract's complete amendments per the Tentative Agreement.

In short, this negotiation revolved mostly around the economics of a wage settlement. The City did obtain provisions for certain management flexibility; the Union secured a small increase to the uniform allowance, guaranteed vacations selections under certain circumstances, and a small per capita adjustment to the Trust benefit to accommodate growth in new Association census since the time that benefit was originally negotiated. The amendments also address numerous other housekeeping (non-substantive) items.

The recommended wage settlement is as follows: 2021- 2%, 2022- 2%, 2023- 1%/1% split, 2024- 1.5%/1.5% split.

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The Personnel & Finance Committee believe this is a fair settlement not only for our dedicated protective service employees, but also the taxpayers of the City. City management thanks the Committee and the Association bargaining members for their time and energy in getting to an equitable outcome for all.

**Options/Alternatives:** The Common Council could reject the Agreement terms and ask the Personnel & Finance Committee to reconvene with Association representatives and renegotiate.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Reviewed:



Steven J. Anderson  
Chief of Police

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**Attachments:** Ordinance 3009; Redlined Successor Labor Agreement for 2021-2024



ORDINANCE No. 3009

BY: ALD. TOMAN

An Ordinance Confirming Adoption of the Successor Labor Agreement by and between the City of Oak Creek and the Oak Creek Professional Police Officer’s Association and Fixing the Salary for Members of the Association from January 1, 2021 through December 31, 2024

WHEREAS, the Common Council of the City of Oak Creek has adopted a successor Labor Agreement between the City of Oak Creek and the Oak Creek Professional Police Officer’s Association for the period January 1, 2021 through December 31, 2024, and wishes to confirm the adoption of said agreement and fix the salary for members of the bargaining unit of the Police Department.

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

Section 1: The adoption of the agreement between the City of Oak Creek and the Oak Creek Professional Police Officer’s Association for the period January 1, 2021 to December 31, 2024, incorporated herein by reference as though fully set forth, is hereby confirmed.

Section 2: The basic salary of the members of the Oak Creek Police Department shall be as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 3: All fringe benefits as set forth in the agreement shall inure to the benefit and shall be payable to the specified members of the bargaining unit.

Section 4: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

Section 5: This ordinance shall be in force from and after its passage and publication and shall be effective as of January 1, 2021.

Introduced at a meeting of the Common Council of the City of Oak Creek this 1<sup>st</sup> day of June, 2021.

Passed and adopted this 1<sup>st</sup> day of June, 2021.

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

Approved this 1<sup>st</sup> day of June, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

**City of Oak Creek  
and  
Professional Police Officer's Association  
Labor Agreement**

**January 1, 202118 to December 31, 20240**

# Oak Creek Police Labor Contract 2018 - 2010

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# Oak Creek Police Labor Contract 202118 – 20240

This Agreement is made and entered into by and between the City of Oak Creek as a municipal corporation and as a municipal employer, hereafter referred to as “City” and Oak Creek Professional Police Officer’s Association as representative of the employees within the bargaining unit, hereafter referred to as “Association.”

## Article 1 Recognition

The City recognizes the Association as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of engaging in conferences and negotiations to establish wages, hours, conditions of employment and other benefits.

## Article 2 Bargaining Unit

The bargaining unit is defined to include all detectives, investigators and patrol officers. It shall exclude the Police Chief, dispatchers, clerks, sergeants, lieutenants, and captains.

## Article 3 Management and Employee Rights

The City retains and reserves the sole right to manage its affairs in accordance with the applicable laws, ordinances, and regulations and all management rights repose in it. Included in this responsibility, but not limited thereto, is the right to determine the kinds and numbers of services to be performed; the right to establish work rules, the reasonableness of which shall be subject to the grievance procedure; the right to determine the number of positions and the classifications thereof to perform such services; the right to direct, assign and schedule the work force; the right to establish qualifications for hire, to test and to hire, promote and retain employees; the right to transfer and assign employees subject to existing practices and the terms of this Agreement; the right, subject to Police and Fire Commission (Commission) procedures and the terms of this Agreement related thereto, to suspend, discharge, demote, or take other disciplinary action for just cause; the right to maintain efficiency of operations by determining the method and means and the personnel by which such operations are conducted and to take whatever actions are reasonable and necessary to carry out the duties imposed by law upon the City.

## Article 4 Fair Share/Dues Deduction

A. Membership: Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed, or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission (WERC) to suspend the application of this Article whenever the Commission finds that the Association has denied an employee membership because of race, color, creed, or sex.

B. Representation and Fair Share: The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally ~~and therefore all such employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the new Association.~~

C. Fair Share Deduction: ~~The City agrees to deduct the amount of dues certified by the Association as the amount uniformly required of its members from the earnings of all members of the bargaining unit as defined in Article 2 above and pay the amount so deducted to the Association on or before the end of the month in which deduction is made.~~

D. Responsibilities of the Employer and the Collective Bargaining Representative: If, through inadvertence or error, the City fails or neglects to make a deduction which is properly due and owing from the employee’s paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the Association representative. The City shall not be liable to the Association representative, employee or other party by reason of the requirements of this section of the agreement for the remittance or payment of any sum other than those constituting actual deductions made from employee wages earned.

E. Fair Share Challenge: ~~In the event that any employee in the bargaining unit are or become fair share employees, the Association shall within 60 days provide employees who are not members of the Association with an internal mechanism within the Association which is consistent with~~

# Oak Creek Police Labor Contract 202118 – 20240

~~the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Association will place in an interest bearing escrow account any disputed fair share amounts.~~

F. The Employer agrees to deduct monthly dues from the pay of employees who individually sign voluntary checkoff authorization forms supplied by the Association which shall include the following statement:

I, the undersigned, hereby authorize the Employer to deduct Association dues from my wages each and every month and direct that such amount so deducted be sent to the Treasurer of the Association for and on my behalf. The authorization shall ~~be irrevocable and shall~~ automatically renew itself for successive years unless I give thirty (30) days written notice to the Employer and the Association of my desire to change the amount or revoke the dues deduction at the end of such thirty (30) day period or at the end of such year.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

The Employer agrees to deduct the appropriate amount from each paycheck each month of each employee requesting such deduction following receipt of the above enumerated statement and shall remit the total of such deductions to the Treasurer of the Association within ten (10) days of the date such deductions were made with a list of the names that the deductions have been deducted from. Any changes in the amount to be deducted shall be certified to the Employer by the Association at least thirty (30) days prior to the effective date of such change.

G. Indemnification and Hold Harmless —~~Fair Share/Dues~~ Deduction Provisions: The Association shall indemnify and save the employer harmless against any and all claims or judgments rendered which impose a financial penalty on the City that shall arise out of or by reason of action taken or not taken by the employer in regard to this ~~Fair Share/Dues~~ Deduction article.

## Article 5 No Strike Clause

A. Strike Prohibited: Neither the Association or any of its officers, agents, or City employees will instigate, promote, encourage, sponsor, engage in, or condone any strike, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement.

B. Association Action: Upon notification by the City to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately in writing order such members to return to work, provide the City with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. In the event that strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective, and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

## Article 6 Probationary Period

For the first eighteen months of his or her employment, each employee shall be on probation. The eighteen month probationary period may be extended if the employee was injured and on Worker's Compensation, or incurred an illness or injury off duty that was equal to or greater than three consecutive workdays. The extension of the probationary period will only be for the amount of time lost (i.e., if the employee was on Worker's Compensation for thirty calendar days, then the probationary period may be extended for thirty calendar days). If the employee was out due to an illness or injury that exceeded three consecutive working days, the probationary period may be

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extended for the exact number of consecutive working days that were missed. During the probationary period, the probationary employee may be disciplined, discharged or otherwise dismissed at the sole discretion of the City, and neither the reason for nor the disciplinary action, discharge, or dismissal shall be subject of a grievance or arbitration filing. This Agreement shall apply to such employees in all other respects.

## Article 7 Seniority

A. Definition of Seniority: Seniority for the purposes of this Agreement shall be defined as follows:

1. City Seniority Defined: City seniority shall be defined as the length of continuous service in days, months and years as a regular employee of the City since the employee's last hiring date, regardless of the department where initially hired.
2. Classification Seniority Defined: Classification seniority shall be defined as the length of continuous service since a regular full time employee was permanently assigned to a classification and shall continue during any length of continuous service in a higher classification.

B. Hiring Date Seniority: All employees hired on the same day shall have city and classification seniority according to ranking on the entrance examination. Classification seniority for all unit employees promoted after January 1, 1981, shall be determined by the date the employee was promoted to such rank. If more than one employee is promoted to a particular rank on the same day, classification seniority shall be determined by ranking on the promotion list.

C. Usage of Seniority

1. Vacation Picks: For the purpose of determining the amount of vacation for which an employee is eligible, City seniority shall be used. Vacation picks shall be selected on the basis of classification seniority consistent with the requirements of the Police Department.

2. Shift Picks: For the purposes of selecting a shift to work, classification seniority shall be used. Employees with greater classification seniority shall, upon written request, have preference in filling vacancies on various shifts. When a vacancy occurs, it's off day group will be made available on a seniority basis to all employees on the same shift. The vacancy's off day group will be subsequently set and proceed to be filled. Employees from the same shift shall not be eligible to post for the vacancy. There will only be one change of off days unless mutually agreed upon.

D. Layoffs: Layoffs and recall pertaining to any employee covered by this Agreement shall be in accordance with Wisconsin Statutes § 62.13(5m). If the City orders a layoff then an employee may take a voluntary layoff with no benefits, not to exceed two (2) years in lieu of another employee being laid off. The employee who selected a voluntary layoff may return at any time, provided a vacancy exists, with the same city and classification seniority as the employee had at the time of layoff, provided however, no seniority or benefits will accrue during any time that the employee is laid off provided that the layoff is for thirty (30) days or more.

E. Terminating Conditions: An employee's seniority shall be terminated:

1. If he or she quits.
2. If he or she is discharged.
3. If he or she is laid off and is notified (by registered mail) to return to work, he/she does not reply satisfactorily in writing or wire, within five (5) working days.
4. If he or she is not recalled from layoff for two years.
5. If the employee retires.

F. Rehired Employee Seniority: If an employee is rehired following a loss of seniority and employee status, as set forth immediately above, then he/she shall be considered a new employee at the time of rehire.

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G. Transferred Employee Seniority: Any employee in the bargaining unit voluntarily transferred by the City to a different department within the City or to a position within the Police Department which is excluded from the coverage of this Agreement may return to the previous position and the bargaining unit within one (1) year after date of transfer if an opening exists without loss of classification seniority. However, after one (1) year, the employee will no longer accumulate classification seniority so far as the Agreement is concerned.

## Article 8 Grievance Procedure

A. Definition of a Grievance: A grievance shall mean a dispute concerning the interpretation or application of this Agreement.

B. Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated, and the signature of the grievant and the date. All matters of discipline which are within the jurisdiction of the Police and Fire Commission under Section 62.13, Stats., shall not be subject to the grievance and arbitration procedure of this Article; provided, however, disciplinary matters not covered under Wisconsin Statutes § 62.13, shall be grievable and will commence at Step 3.

C. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. All days referred to in this article shall be defined as working days, Monday through Friday, and shall exclude Saturday, Sunday and city holidays.

D. Steps in Procedure:

### Step 1

If an employee has a grievance, the grievance shall be reduced to writing and signed by the employee and presented to the employee's immediate supervisor within ten (10) working days from the date the act or condition complained of occurred, or the employee with

reasonable diligence could have known of the act or condition complained of. The immediate supervisor shall give his/her answer in writing within ten (10) working days from the receipt of the written grievance. If a response is not issued within 10 days it shall be deemed denied. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later.

### Step 2

If a grievance is not settled at Step 1, the employee and/or his/her representative may appeal the written grievance to the Police Chief within ten (10) working days of the deadline for the response after receipt of the written decision of his/her immediate supervisor. The Police Chief will investigate the grievance and submit his/her decision to the employee and his/her representative in writing, within ten (10) working days after receiving written notice of the grievance. If a response is not issued within ten (10) days it shall be deemed denied. If the Police Chief is the immediate supervisor, Step 2 shall be bypassed and the employee may proceed to Step 3 of the Grievance Procedure.

### Step 3

If the grievance is not settled at Step 2, the employee or his/her representative may appeal the written grievance to the Personnel Committee or its designee within ten (10) working days after ~~receipt of the written~~ the deadline for the decision of the Police Chief. The Personnel Committee shall discuss the grievance with the Association representatives (no more than two (2)); one representative shall be designated as the spokesman. The grievant may be present if he/she so chooses. This conference shall take place within thirty (30) days after the Personnel Committee receives written notice of the grievance. Following said conference, the Personnel Committee shall respond within twenty (20) working days in writing.

### Step 4

If a satisfactory settlement is not reached in Step 3, the Association must notify the Personnel Committee in writing within ten (10) working days of the response from the Personnel Committee that they intend to process the

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grievance to arbitration. The Union shall thereafter notify the WERC of its intent within ten (10) working days of the notice to the Personnel Committee.

E. Arbitrator Selection: Any grievance which cannot be settled through the above procedures may be submitted to a single arbitrator to be selected as follows: The parties shall within ten (10) working days attempt to agree on a single arbitrator. If the parties cannot agree on a single arbitrator then the Association will request the WERC to prepare a list of five (5) impartial arbitrators or withdraw the grievance within ten (10) days. The parties shall then choose an arbitrator by alternating strikes. The remaining arbitrator on the slate after the strikes shall then be notified of his/her appointment as arbitrator in a joint statement from the City and the Association.

F. Arbitration Hearing: The arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the City and the Association which shall be binding upon both parties.

G. Arbitration Costs: Both parties shall share equally the fees of the arbitrator. Each party, however, shall bear its own costs for its witnesses and all other out-of-pocket expenses, including possible attorney's fees. Testimony or other participation of employees shall not be paid by the City. The arbitration hearing shall be conducted in the Municipal Building.

H. Arbitration Transcript: A transcript will be prepared upon the written consent of the Association and the City. If either party refuses to agree to a transcript, the party ordering the transcript shall be responsible for the full cost including the copy of the transcript provided to the arbitrator.

I. Decision of the Arbitrator: The decision of the arbitrator shall be final and binding upon the parties. The powers of the arbitrator are limited as follows: his/her function is limited to that of interpreting and applying the provisions of this Agreement; he/she shall have no power to add to,

subtract from, or modify any of the terms of this Agreement.

## Article 9 Wages

A. Wage Schedule: The base salaries for unit employees are listed and effective on the dates shown in detail in the Appendices attached hereto. Appointments of new hires as a Patrol Officer shall normally be made at the established minimum ("New Hire") rate of pay. The initial appointment of a new hire above the established starting rate of pay may be made by the City if it decides to hire a new employee with multiple years of experience. Any such appointment must be at an established annual step level as shown in Appendix C. If hired at the "After One Year" step the employee would move to the "After Two Year" step after twelve (12) calendar months, to the "After Three Years" step after an additional twelve (12) calendar months, and to each successive step after completing each successive year. This provision does not alter the probation requirements contained in this Agreement, the seniority level of the new hire, or any other years of service related.

1. On January 1, ~~2018–2021~~ wages shall increase ~~1.52.0~~% as shown in Appendix A.
2. On January 1, ~~2022~~19 wages shall increase ~~2.0~~1.0% as shown in Appendix B.
3. ~~On July 1, 2019 wages shall increase 1.0% as shown in Appendix C.~~
4. On January 1, ~~2023~~0 wages shall increase ~~2.251.0~~% as shown in Appendix ~~C~~D.
5. On July 1, 2023, wages shall increase by 1.0% as shown in Appendix D.
6. On January 1, 2024, wages shall increase by 1.5% as shown in Appendix E.
7. July 1, 2024, wages shall increase by 1.5% as shown in Appendix F.

~~8~~5. Investigators: The pay range for investigators will be one-half of the difference from a top patrol officer to a detective's salary for the first six (6) months of the assignment and after six (6) months the investigator will get the same pay rate as the detectives.



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## B. Overtime:

1. All hours worked in excess of eight (8) hours in one day shall be paid at the rate of time-and-one-half of the employee's regular wage.
2. Overtime Payout Options: Overtime hours shall be paid to the employee in compensatory time unless the employee elects to be paid in cash. The election must be made by notification by the officer in the City's timekeeping system.
3. Call-in Pay: Any employee called in to work either before or after his/her normal working hours shall be paid a minimum of two hours call-in pay. Extensions of the shift shall not qualify for this minimum guarantee.
4. Working on Regular Day Off: All employees who are required to work their regular off days shall be paid at the rate of time-and-one-half regular compensation.
5. Court Time: Any employee who appears in court other than Oak Creek Municipal Court, outside of regular shift schedule, shall receive a minimum of two hours compensation at the rate of time-and-one-half. Actual time shall include travel time from the Oak Creek Police Station and return. When it is necessary for an employee to appear in Oak Creek Municipal Court off shift, he/she shall receive credit for a minimum of one (1) hour of compensation at the rate of time-and-one-half.
6. Working on Scheduled Vacation: An employee who is requested to and does work during his/her regularly scheduled vacation shall be paid for such hours worked at the rate of time-and-one-half. The employee shall, with the approval of the Chief of Police, reschedule his/her vacation days to a future date and receive the regular compensation for said days. In no event is this to result in double compensation for any rescheduled days.

C. Compensatory Time: Each employee is entitled to take time off at the rate of time-and-

one-half for each hour worked as compensatory time. The specific hours and days to be taken off shall be determined by the Police Chief in accordance with the rules and regulations governing members of the Police Department. Any employee who has compensatory time approved to be taken off and the request is subsequently cancelled within seventy two (72) hours prior to the date to be taken off, the employee shall receive time and one half (1½) for all hours which were approved and will not have any reduction in the employee's compensatory time off account. An employee can cash out any amount of their compensatory time on any payroll during the year. During the year an employee can accumulate unlimited compensatory time, but on December 1st of each year any compensatory time in excess of two hundred (200) hours shall be paid out in cash.

D. Special Duty Pay: When an employee is serving in a position of higher rank for over two (2) hours, he/she will receive the pay of the position he/she is filling for all hours worked in that capacity.

E. Gun Allowance: The City shall pay members that have maintained their weapons certification the following lump sum amount of \$\_\_\_\_\_ as an appropriate payment by the end of each November.

F. Canine Officers: An employee who is assigned as a canine officer shall be paid one half (1/2) hour of overtime pay for each duty and non-duty day for the purpose of caring for, feeding, training and exercising their canine each day of the week.

## Article 10 Hours of Work

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

A. Work Week: The normal workweek shall consist of forty (40) hours of compensation for workdays scheduled in periods of five (5) days of work followed by two (2) days off and in turn four (4) days of work followed by two (2) days off and repeated through the year.

B. The normal workday shall consist of eight (8) hours.

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C. Shift Types: The various types of shifts for patrol officers shall be as follows:

1. Patrol: There shall be three (3) eight-hour shifts per day for patrol officers. The shift times will be as follows, subject to Police Chief's authority to change the shift times with a twenty-one (21) day notice, or in emergency situations (such as strike at industrial plants, time of disaster, etc.), with less than a 24-hour notice:

1st - 7:00 a.m. to 3:00 p.m.  
2nd - 3:00 p.m. to 11:00 p.m.  
3rd - 11:00 p.m. to 7:00 a.m.

2. Overlapping Patrol: There may be two (2) eight-hour overlapping shifts per day for patrol officers. Any change in the shift times shall be negotiated with the Association or in emergency situations (such as strike at industrial plants, time of disaster, etc.), with less than a 24-hour notice:

1st - 8:00 a.m. to 4:00 p.m.  
2nd - 2:00 p.m. to 10:00 p.m.

Patrol officers on the overlapping shifts shall have their requests for the usage of compensatory time handled in the same fashion as patrol officers under Subsection (C)(1) above.

3. Discretionary Shift: There may be one (1) eight-hour discretionary shift per day for patrol officers with the hours to be determined by the Police Chief. The shift times will be subject to Police Chief's authority to change with a twenty-one (21) day notice, or in emergency situations (such as strike at industrial plants, time of disaster, etc.), with less than a 24-hour notice:
4. Temporary Assignments: An employee shall retain their original shift assignment and off group for a period of three (3) years while on a temporary assignment. After the three (3) years are up, the employee forfeits their former shift and off day group assignment. If an employee picks another shift or off day group during the three-year period, the return rights to the original shift

assignment and off day group expire. If the employee does not take the newly selected shift at the end of the three (3) years the employee shall forfeit all rights to the prior shift. When an employee is removed from a temporary assignment, the employee must remain in the patrol/detective division for a minimum of six (6) months before they can be considered for another temporary assignment.

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

1st - 7:00 a.m. to 3:00 p.m.  
2nd - 8:00 a.m. to 4:00 p.m.  
3rd - 1:00 p.m. to 9:00 p.m.

Following appropriate notice the Police Chief may establish other consecutive five (5) day working schedules. The least senior detective or investigator shall be assigned unless one volunteers for the assignment.

E. Shift Changes: Under this article, "shift times" shall be defined to include not only the starting and ending time of that shift, but also a different shift (e.g., from first shift to second shift). Further, the "shift times" may be changed subject to the provisions of paragraph A, B, C and D for an individual employee or for a group of employees or for a whole shift. For training or other special assignments, the individual subject to the training or special assignment may have his/her "shift times" changed as defined above, including having to work on his/her normal off days without the City having to pay overtime. If, however, a non-involved third party employee has off days changed without mutual consent because of such training, and as a result is forced to work on what would have otherwise be his/her normal off days, such employee shall receive time and one-half for such work on his/her off days.

F. Shift Premium: All patrol officers who work between the hours of 3:00 p.m. to 11:00 p.m. shall

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receive, in an addition to their base pay, a shift premium of twenty (\$0.20) cents per hour worked. All patrol officers who work between the hours of 11:00 p.m. and 7:00 a.m. shall receive, in an addition to their base pay, a shift premium of thirty (\$0.30) cents per hour worked. All investigators or detectives who work between 1:00 p.m. and 9:00 p.m. shall receive, in addition to their base pay, a shift premium of twenty (\$0.20) cents per hour worked. All investigators and detectives who work between 9:00 p.m. and 7:00 a.m. shall receive, in an addition to their base pay, a shift premium of thirty (\$0.30) cents per hour worked.

## Article 11 Vacations

A. Vacation Accruals: All employees shall be entitled to and shall be granted paid vacations in accordance with the following schedule:

Five (5) days after one (1) year of continuous service.

Ten (10) days after two (2) years of continuous service.

Thirteen (13) days after five (5) years.

Plus one (1) additional day for each full year of service in excess of six (6) years, to a limit of thirty-one (31) days. Any bargaining unit employee with more than thirty-one (31) days earned as of January 2018, shall be grandfathered at the number of vacation days as of January 1, 2018, but shall not be entitled to earn any more than that number.

B. Death Pay Out Provisions: In the case of the death of any employee of the City, the unused vacation allowance of such employee shall be paid to such person in the manner provided by Section 109.03(3), Wisconsin Statutes. The calculation for vacation payout shall be based upon completed months of service for either death, termination or the retirement of an employee.

C. Vacation Restrictions: The number of employees on vacation at any given period of time shall be determined by the Police Chief. The minimum vacation period shall be one (1) day. For selection purposes, one (1) and two (2) day vacations shall be treated the same as compensatory time days.

D. Vacation Picks: The Police Chief shall post not later than February 1 a vacation roster in order that the employees may schedule in advance and have knowledge of those weeks open or closed. Choice of vacation time within a given classification shall be as follows:

1. By seniority until April 1.
2. By date of application thereafter.
3. Employees may trade scheduled vacation periods with approval of the Police Chief.

Current employees and new employees hired prior to September 1 in a calendar year shall **not** be allowed to carry unused vacation into the succeeding year. Any vacation not taken by December 31 shall be deemed waived. Employees hired after September 1 in a calendar year shall be allowed to carry over any vacation days earned on or after the anniversary date into the succeeding calendar year. Said employees shall be allowed to use the vacation at any time during the succeeding calendar year.

E. A vacation selection made during the first, second and third round only of the vacation auction cannot be changed except in the case of an emergency, which for purposes of this section of the contract only is an unforeseen circumstance or combination of circumstances that calls for urgent action. The Chief reserves the right not to allow an employee's request to move a vacation pick.

## Article 12 Holidays

A. Holidays: The following ten (10) days shall be paid holidays for all employees:

New Years Day  
Friday Before Easter  
Easter  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas  
New Year's Eve Day

B. Holiday Payment/Floating Holidays: Employees shall receive payment for the ten (10)

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holidays listed above on the first payroll of December each year. Provided however, employees may, at their option, with the approval of the Police Chief, use up to ten (10) of the holidays as a “floating holiday”. Any floating holidays that are taken shall be deducted from the payment made on the first payroll of December. The floating holidays may be used as days off. The specific day or days to be taken off shall be determined by the Police Chief in accordance with the rules and regulations governing members of the Police Department. For selection purposes, floating holidays taken in increments of 3 or more consecutively will be treated in the same fashion as vacation selections as defined in Article 11(D).

C. Not Working on Holidays: The employee may elect, with the prior permission of the Police Chief, to take off on a holiday and be paid as though he/she had worked on that day which will then be deducted from the payment made on the first payroll of December. If a holiday falls on a day on which an employee was scheduled to work and that employee has taken the day off by utilizing another benefit (i.e., vacation day, compensatory time off day, etc) and has not used a holiday, the employee shall be paid for the holiday on the first payroll of December.

D. Hours Worked Over Eight (8): All hours worked in excess of eight (8) hours on a holiday shall be paid at a double time rate.

## Article 13 Sick Leave

All employees shall be granted sick leave at the rate of one (1) working day of sick leave for each completed month of service commencing from their day of hire. However, sick leave is not earned during the first six (6) months of probationary period until the completion of said period at which time sick leave is earned for this part of the probationary period and relates back to the date of hire. Sick leave shall be earned by an employee for any month in which there is no break in continuous service. Unused sick leave may be accumulated to a total of one hundred eighty-five (185) working days. Accrual of sick leave while on leave for off-duty injury shall be governed by Article 19.

## Article 14 Leave of Absence

Leave of absence without pay may be granted for any cause considered by the Police Chief as sufficient upon approval by the Personnel Committee. Such approved leaves of absence shall not be considered breaks in service.

## Article 15 Benefit Distribution

A. The benefits outlined in this Article shall be distributed for partial years worked at the time of hiring and upon separation from employment, unless otherwise noted. Completed full months of service shall be used to calculate benefit distribution.

### B. Clothing Allowance:

1. Clothing Allowance is a benefit that shall be provided to employees under the terms addressed in Article 25 – Clothing Allowance.

### C. Holidays

1. A newly hired employee shall be eligible for only those holidays that occur after the date of hiring. For the purposes of this section an employee will not earn holidays in January and December and will earn holidays at the rate of one per month in February through November.
2. If an employee transferring into a department has received payment for any holidays, then those days shall count against the total available and the employee shall not be eligible for more than this contract provides for.
3. An employee who separates from the City shall reimburse the City for any holidays taken prior to the month when the holiday occurs. For the purposes of this section an employee will not earn holidays in January and December and will earn holidays in February through November.

D. Vacation: An employee who separates shall be paid for all unused vacation leave and all earned vacation leave.

E. Sick Leave Payout: Every employee who has attained five (5) or more years of continuous service shall, upon separation from employment, be entitled to sick leave payout. Such payout shall consist of a lump sum based upon one-half (½) of

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unused accumulated sick leave not, however, to exceed a total of three hundred and sixty (360) hours. The payout will not be paid in cash, but will be paid directly to the employee's VEBA account. In case of employee's death, the above payout is to be paid to employee's beneficiary. In the event an employee is discharged for just cause, that employee shall not be eligible for sick leave payout. For employees who are hired after September 7, 2010, who have attained ten (10) or more years of continuous service with the department and who retire under the Wisconsin Retirement System (WRS) and are immediately paid retirement benefits under one of the plans administered by the State of Wisconsin, such payment to the VEBA shall consist of a lump sum payment based on one-half of unused, accumulated sick leave, not however to exceed four hundred eighty (480) hours.

F. Gun Allowance: As specified in Article 9(E) of this Agreement.

1. A newly hired employee shall receive a prorated gun allowance pay on the date specified in this contract based upon completed months of service prior to that date.
2. An employee who separates shall be paid for all earned gun allowance pay earned prior to the date of separation.

## Article 16 Funeral Leave

Funeral leave for three (3) days with pay shall be granted for a member of the immediate family: i.e., spouse, children, stepchildren, parent, stepparent, brother or sister. Funeral leave of two (2) days with pay shall be granted for mother-in-law, father-in-law, brother-in-law, sister-in-law, aunts, uncles, grandparents or grandchildren.

## Article 17 Child Rearing Leave

An employee shall be allowed to take up to a six (6) month leave of absence for maternity/child rearing. Such a leave of absence shall not be considered a break in service. If the employee desires to remain in the City insurance group, they may do so, at the employee's cost. No benefits under this Agreement shall accrue during the non-paid leave of absence. The City shall incur no cost as a result of this unpaid leave of absence.

## Article 18 Military Leave

A. Amount of Leave: Employees who are in a Reserve or National Guard unit shall, be granted a temporary leave of absence for up to fifteen (15) scheduled workdays provided that the employee gives the City thirty (30) days' notice before using any military leave.

B. Time Charging Options: Employees shall have the following options with respect to how they take their military reserve leave.

1. Employees may take a leave a absence with full City pay, for up to fifteen (15) calendar days, provided that they submit to the City a full day of military reserve gross base pay for each workday that they are absent due to military reserve leave.
2. Employees must use their vacation leave, floating holiday's or compensatory time before using a leave of absence without pay, in which case they will be entitled to retain all of their military reserve pay.

C. Recalling to Active Service: Employees who are drafted or recalled for military service of the United States shall, upon written request, be granted a leave of absence without pay and benefits to extend for up to one (1) month beyond their release from active duty. During such military leave, employees will not continue to accrue vacation leave and sick leave; however, seniority and other employment benefits on and returning from military leave shall be determined in accordance with applicable law. Prior to the expiration of their leave of absence, employees on military leave must notify the City in writing of their intention and ability to return to employment within fifteen (15) days of their release or lose their rights to return to the same position.

D. Replacement Employees: Replacements for employees on military leave will be hired as regular employees; however, they will be subject to layoff or bumping when employees on military leave return and cannot grieve the layoff or bumping.

## Article 19 Duty-Incurred Disability Pay

A. Duty Injury: All employees who sustain an injury while performing within the scope of their employment as provided by Chapter 102 of the

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Wisconsin Statutes (Worker's Compensation Act) shall receive full salary in lieu of Worker's Compensation payments for the period of time he/she may be temporarily totally or temporarily partially disabled because of said injury. The payment for vacations while an employee is on duty-incurred injury shall be handled in accordance with this Article.

B. **Payment Recovery:** When the City shall have made any such payment and the employee makes claim for damages against any third party or his/her insurer, the City shall be entitled to recover from any damages recovered by such employee reimbursement for such wages paid in the same proportion as provided by Section 102.29, Wisconsin Statutes, for Worker's Compensation payments.

C. **Proof of Payment:** The employee's Workers' Compensation check is sent to the City. The City cashes and deposits the check. The employee will receive their regular payroll check.

D. **Permanent Disability Determination:** Employees sustaining a compensable injury resulting in permanent, total disability shall continue to receive full salary until a determination is made that the injury is a permanently disabling injury and a ruling is made in accordance with the Statutes of Wisconsin Worker's Compensation Act.

E. **City Leave on Disability:** Employees who sustain an injury while performing within the scope of their employment as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act) and are receiving Duty Incurred Disability pay from the City, shall not receive payment for any unused vacation days that are remaining at the end of the Calendar Year (December 31). Said remaining vacation days shall be forfeited at the end of the Calendar Year. Employees shall not use vacation leave benefits while they are receiving Duty Incurred Disability pay from the City, except when a vacation day is used on a holiday. An employee shall not accrue sick leave for the period of time off of work as a result of off-duty injuries. The employee shall retain the benefits earned prior to the leave of absence under this section, but shall not use vacation or holiday pay while on such leave.

F. **Separation From Employment:** In the event it is medically determined that an employee will not be able to return to work as a Police Officer for the City of Oak Creek, such employee may be separated from employment. Such separation is not discipline and as such is not subject to the just cause provisions of this Agreement.

G. **Benefit Accrual:** Employees shall not accrue sick leave, vacations, holidays or longevity pay for the period of time off work due to duty incurred injury or illness, in the event that they do not return to active duty with the City of Oak Creek. If an employee is off work due to duty-incurred injury or illness does return to active duty, such employee, upon return, shall be entitled to the sick leave, vacation, holiday and longevity pay that they would otherwise have been entitled to, no more and no less. During such employees' absence, they shall not be allowed to accrue benefits in any manner which would result in double dipping or allow a windfall. That is, they shall not receive sick leave, vacations, holidays, or longevity pay in any greater amount than if they had not left.

## **Article 20 Medical Insurance**

A. **Eligibility:** Upon initial employment, employees shall be eligible for and be covered by hospital and surgical insurance, including major medical coverage; group dental insurance; drug card coverage commencing on the first day of the month following a thirty (30) day waiting period. Employees shall contribute fifteen percent (15%) of the cost of the premium of the employee's enrolled plan. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the Health Risk Assessment Certification, shall contribute ten percent (10%) of the premium of the employee's enrolled plan.

B. **Group Dental Coverage:** Employees electing the dental coverage shall have the full cost of the monthly premium paid by the City.

C. **Section 125 Plan:** The City shall maintain a Section 125 Plan to assist employees in paying for their benefits as covered by this Article with pre-tax dollars.

D. **Vision Coverage:** The City shall provide vision insurance through the Vision Insurance

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Plan of America and pay the premium for an individual employee not to exceed \$20 per month. Any additional charge for a single or family plan exceeding \$20 per month shall be paid by the employee through payroll deduction.

E. Employees hired before January 1, 2015 and Who Retire: The City agrees to enroll retired employees who were hired before January 15, 2015 in one of their hospital and surgical programs (which are offered to active employees) and to pay the premium as specified below, until the retiree becomes eligible for Medicare. For purposes of this paragraph, a retired employee shall be defined as:

1. An employee who has attained ten (10) or more years of continuous service with the City if hired before January 1, 2006, or who has attained fifteen (15) years of full time continuous service with the City if hired on or after January 1, 2006.
2. In addition, the employee who retires from employment with the City and is immediately paid retirement benefits under one of the plans administered by the State of Wisconsin shall be eligible for coverage under the City's health insurance programs subject to these provisions. This benefit shall accrue to the surviving spouse of the employee and eligible dependents of the retiree at the time of retirement only, if the retiree was receiving health insurance benefits prior to his/her death. If the surviving spouse remarries, then the spouse shall only be eligible for single plan coverage. Further, if the retiree remarries, divorces, or their marital status changes in any way after retirement, only the retiree and their eligible dependents (who were dependents at the time of retirement) shall be eligible for the applicable single or family plan coverage (any future spouse or new dependents are not covered).
  - a. Medicare: The City will provide pre-Medicare retiree health insurance benefits until the retiree or their spouse is age-eligible for Medicare benefits. Once a retiree or their spouse is age-eligible for Medicare the City will not pay for any Medicare reimbursement

or any Medicare supplement premiums and eligibility for any City paid retiree insurance after age sixty-five (65) will cease. [*Bargaining History Note: Post 65 Medicare supplement and Medicare premium reimbursement eliminated for all employees as of March 12, 2012.*] The retiree's spouse and dependents may remain on the City's health insurance plan, with the City continuing to pay the premiums until age sixty-five (65) is reached or until the child's dependent status ceases. Thereafter, COBRA coverage will remain available at the retiree's sole expense.

- b. Future Benefit Level Changes: The retirees will be entitled to the benefit coverage as specified under this or subsequent collective bargaining agreements, as modified from time to time. Any modification of benefit levels shall be effective immediately for all retirees, regardless of retirement date, without regard to prior benefit coverage.
- c. Cost for Retirees: Employees retiring after December 31, 1992 shall be subject to whatever copayments and other provisions as apply to active employees.
- d. Compliance with Procedures: Retirees shall comply with the administrative procedures established by the various insurance companies and providers that apply to active employees.
- e. Applicability: The provisions of this section shall become effective on March 12, 2012.
- f. Exclusions: If the retiree engages in full time employment, then the City's obligation to pay for and provide retiree health insurance shall cease for the duration of the full time employment. At such time as the retiree is no longer fully employed the retiree can participate again in the health insurance programs under the

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then current premium co-payment, benefit levels, terms, and conditions for employees retiring on that reenrollment date.

F. For employees hired after January 1, 2015: Employees hired after January 1, 2015 shall only be eligible for retiree health insurance benefits under this subsection, and shall not be eligible for post-employment health insurance benefits, except for legally mandated continuation coverage (i.e., COBRA) under any other section of this agreement.

An employee who is hired after January 1, 2015 and who successfully completes their probation shall be eligible for the following benefit in lieu of any post-employment health insurance benefits (this benefit payment also requires that the employee's eligibility to remain on the City's health plan ceases as of the date of their departure from the City or after the employee's legally mandated continuation coverage (i.e. COBRA) expires):

The City shall pay into a Voluntary Employee Beneficiary Association (VEBA) plan for the benefit of the employee, to be used for payment of retiree health insurance premiums, the following sums per regular pay period, paid in accordance with the first payroll date after the employee's anniversary date:

Year #2: \$50.00

Year #3: \$75.00

Year #4 and each successive year thereafter until retirement: \$100.00

G. Right to Change Plan: Although the City intends to deposit the amounts referenced above into a VEBA, it shall have the unilateral right to make future contributions to an eligible deferred compensation plan under 457(b) or other compensation program if the City reasonably determines that the provision of the VEBA contributions or benefits could subject the City to any excise tax or penalty of any kind, imposed by state and/or federal law or regulation. This right shall apply to then current employees and any retirees who are entitled to future contributions. The City will notify the Union if it intends to make such a change.

H. Non-selection of Benefits: The City is seeking to reduce health insurance costs by providing inducements to employees to select from various options as specified below:

1. Prior to each January 1 if an employee elects in writing not to participate in any portion of the health insurance program identified above, then that employee will receive \$1,500 for single coverage or \$3,000 for coverage other than single coverage which the City will pay into a deferred compensation account on behalf of the employee. The employee making the election shall have been covered by the option(s) for at least one year prior to dropping the coverage(s).
2. A newly hired employee prior to the effective date for coverage to occur may elect in writing not to participate in any portion of the health insurance program identified above. The new employee will receive \$1,500 for single coverage or \$3,000 for coverage other than single coverage which the City will pay into a deferred compensation account on behalf of the employee.
3. All payments made to the employee's deferred compensation account under this section shall be made on a payroll check of July of that year. Notwithstanding the election if the employee has a qualifying event then the employee may re-elect the appropriate coverage. If an employee is hired after January 1, the amount for the first year of employment will be prorated and added to the payment for the next year provided that employee is still employed in the following July when the payment is made.

## Article 21 Life Insurance

Beginning the first of the month following 31 calendar days of employment, the City shall provide life insurance equal to the employee's earnings rounded to the next highest One Thousand Dollars (\$1,000.00) based on the preceding year's earnings (upon entry to the plan, current earnings will be used). The City will contribute seventy-five percent (75%) of the premium.



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## **Article 22 Long Term Disability Insurance**

The City will provide long-term disability insurance coverage for regular full-time employees. The benefits will be equal to three-quarters (3/4) of the employee's base pay to a limit of \$1,687.50 per month. Benefits will be payable after forty-five (45) calendar days of disability, to age 65. The City shall pay the full cost. Employees may purchase at their own expense additional coverage under this section.

## **Article 23 Retirement Program**

Each employee shall be covered under WRS, in accordance with Chapter 40 of the Wisconsin Statutes. Employees will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department of Employee Trust Funds from time to time, consistent with General Employees.

## **Article 24 Longevity/Retiree Health Insurance Benefit Trust**

A. Contribution: Effective January 1, 2007, any longevity benefits provided by this Article 24 will no longer be provided. The City and the Association shall maintain an Internal Revenue Code Section 501(c)(9) Trust hereinafter referred to as the "Trust". The City shall annually place Eight Thousand One Hundred Seventy Dollars (\$8,170.00) Nine Thousand Seventy Seven Dollars and Fifty Cents (\$9,077.50) into the Trust. This money will be allocated in a non-discriminatory manner in accordance with the terms of the Trust and used to provide benefits under the provisions of the Oak Creek Professional Police Officer's Association Retiree Health Plan to eligible participants of the Trust. The amounts to be paid in by the City shall be contributed to the Trust annually in one lump sum payment on the second accounts payable in January of each year.

B. Promoted Employees: An active member of the bargaining unit who accepts a position within the Police Department but is no longer a member of the bargaining unit, may continue to be eligible to receive benefits from the Trust when such employee receives a retirement benefit from WRS, provided that such employee meets the other eligible requirements from the Trust and provided that the employee contributes an

amount to the Trust each year between December 1 and December 15 equal to the amount that would have been contributed to the Trust on his/her behalf as a bargaining unit member.

Employees who accept the position with the Police Department, but outside the bargaining unit who do not continue making their own contributions to the Trust, shall forfeit and waive the benefits provided for from the Trust and shall forfeit and waive any claim to any benefit payment from the Trust or any voluntary contributions made to the Trust.

C. Annual Report: Prior to February 1 of each year, the Trust Administrator shall provide a printout to the Association Trustees and the City identifying the total amount of money available in the Trust, the amount of money paid out in the previous calendar year, the amount of interest earned and the amount of the City contribution put into the Trust. The Trust Administrator shall provide such information and documents relating to the Plan and Trust as the City requests in order to confirm that it is administering and reporting its contributions to the Plan and Trust in accordance with legal requirements.

D. Hold Harmless: The Employer shall not be responsible for the acts of the Trustee(s) or for the debts, liabilities, obligations, investments or tax reporting, of the Trust. The Employer shall have no liability to the Trust, Trustee, Administrator, Association, Participant, Beneficiary, or any other person other than its obligation to contribute to the Trust annually as identified in Paragraph A.

The Trust shall indemnify the Employer and its employees against all claims, damages, actions or other charges relating directly or indirectly to the Plan and Trust, including, but not limited to, any judgments or claims made by any employee, retiree or any other party for benefits under the Trust. In holding the employer harmless, the Association reserves the exclusive right to select and provide an attorney to represent the Employer in any action taken against them as a result of the trust.

E. City's Sole Obligation: The City's sole obligation with respect to the Retiree Health Insurance benefits provided for in this article

# Oak Creek Police Labor Contract 20~~21~~18 – 2024~~0~~

shall be limited to its contributions to the Trust as provided for in Paragraph A. The City shall have no other obligation to participate in the day to day operations of the Trust, investing the money or distribution of the Trust monies. This will be left solely up to the Trustees selected by the Association and the Administrator of the Trust, if one is appointed by the Trustees.

F. Calculation of Benefits: The benefits to be paid from the Trust to retirees during any calendar year shall be calculated, regulated and determined by the Association Trustees of the Trust.

## Article 25 Clothing Allowance

A. Normal Payments: Each year each plainclothes employee shall receive a clothing allowance in the amount of \$~~6~~590. Each year each patrol officer shall receive a clothing allowance in the amount of \$~~600~~550. The allowances shall be disbursed in two (2) equal installments and shall be paid in the appropriate manner by the end of January and July of each year and, effective January 1, 2022, shall be subject to normal withholding. Clothing allowance shall be used for the purchase of uniforms and work-related equipment approved for use by the Police Chief or his designee. Once an employee has resigned, the City has no obligation to make any further clothing allowance payments. An employee is not obligated to repay any clothing allowance received prior to separation.

B. Body Armor: The City shall provide new top-quality body armor to employees. Further, such body armor shall be replaced by the City when the warranty expires, or when worn out or damaged in the course of duty, whichever is shorter. The Police Chief may determine the circumstances under which employees shall be required to wear body armor.

C. New Employees: New employees shall be furnished at City expense body armor, weapon and leather gear. The new employee shall receive three hundred (\$300.00) dollars for uniform purchase upon hiring. In addition, an employee hired before July 1 shall receive \$100 for clothing allowance in addition to the July 1 payment. An employee hired after July 1 shall receive \$100 as a clothing allowance.

## Article 26 Personal Development Program

A. Requirements: Any officer who enrolls in an educational (associate or undergraduate) program which is job related will, if such course is approved by the Police Chief, be reimbursed for 100% of the cost of registration, tuition fees, and course books required. The City will make payment upon presentation of proof that a Grade ~~BC~~ or higher was achieved. Upon completion of the course, books purchased will become property of the Police Department. Such completion and reimbursement for course work shall not guarantee subsequent upgrading of the employee who took the course.

B. Tuition Reimbursement Allocation: Members of the bargaining unit are eligible to apply for funding under the guidelines above up to the amount established annually for the bargaining unit. The City will allocate \$285 per year per full time employee into an account for the entire unit's use. The unused funds shall not roll over from one year to the next. Graduate level course can be reimbursed if there are funds available from this unit's allocation at the end of each calendar year.

C. Any approval or decision under this Article is subject to the approval of the Personnel Committee and subject to the grievance procedure.

D. Personal Development Program – Service Restrictions: Employees who utilize the Education Incentive Development program shall repay the City for the cost of any class tuition if the employee does not remain employed with the City at least three (3) years. The repayment shall be based upon the timing of each individual class. The timing shall commence from the date of the completion of each class. Employees who leave other than for a duty or non-duty disability, before three (3) years shall repay the City based on the schedule below:

Less than 12 months	100%
Between 12-24 months	66%
Between 25-36 months	33%

## Article 27 Use of Personal Vehicle

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When use of a personal vehicle is authorized by the Police Chief, mileage shall be paid at the current rate allowed by the IRS.

## **Article 28 Jury Duty Pay**

Any employee reporting for jury duty or jury service shall be granted time off with pay upon presentation of satisfactory evidence relating to this duty of service. If an employee is called for jury duty or witness duty in their official capacity once they are released by the court they shall report for duty unless released by their supervisor. Compensation from such jury or witness duty in their official capacity (exclusive of travel pay or pay for jury duty on off days) shall be paid immediately to the City.

## **Article 29 Residency**

Employees must reside within an area encompassed by a radius of twenty (20) miles distance from the City limits.

## **Article 30 Off Days Moved Due to Training or Other Special Assignments.**

Officers who have their off day(s) moved to accommodate training or other special assignments shall have those off day(s) rescheduled, subject to the provisions of this paragraph. Although supervisors will make every effort to work with the officers on an agreeable day, the Department will have final say on where that off day is rescheduled.

Once set, the Administration can adjust the off day no more than one additional time, or the employee can request the adjusted off-day be moved no more than two additional times, to another day off subject to staffing limits set by the Department. Again, although supervisors will make every effort to work with the officers on an agreeable day, the Department will have the final say on where that off day is scheduled.

Any employee who has an off day covered by this provision subsequently moved by the Department, and the off day is canceled within forty-eight (48) hours prior to the moved off day, the employee shall receive time and one-half (1 ½) for all hours worked on the canceled day. This forty-eight (48) hour limitation shall also apply to employee requests (i.e., no day off will be allowed to be moved if the request comes from the employee within forty-eight (48) hours prior

to the moved off day. This forty-eight hour notice provision may be waived by the parties upon mutual agreement between the parties.

## **Article 31 Effective Date**

This Agreement shall be effective from the date of signing, and, unless otherwise stated herein, all provisions shall be retroactive to January 1, ~~2018~~2021. Wage and salary increase shall be paid in a lump sum to each employee no later than the second normal payday following the date on which this Agreement is signed. When the period of back pay exceeds eight (8) weeks, a separate back paycheck shall be issued.

## **Article 32 Duration**

This Agreement shall be effective January 1, ~~2018~~2021, and shall continue in full force and effect until midnight on the 31st day of December ~~2024~~30.

## **Article 33 Negotiations**

Two Bargaining Committee Members (2) may be released from duty for negotiations, if approved by the Chief with the understanding that he/she is on duty and subject to call. (No replacement officer is to be used.)

## **Article 34 Negotiating Timetable**

The Association's proposals shall be forwarded by mail to the City by June 1. The City's proposals shall be forwarded by mail to the Association by June 15. The initial bargaining session of the parties shall be held by July 1. These dates may be revised by mutual agreement.

## **Article 35 Amendments**

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

## **Article 36 Severability of Provisions**

If a section of this Agreement or any part thereof should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate

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collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article or section.

# Oak Creek Police Labor Contract 20~~21~~18 – 202~~4~~0

Dated at Oak Creek, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 20~~21~~17.

**City of Oak Creek**

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

\_\_\_\_\_  
Chairman, Personnel Committee

\_\_\_\_\_  
President

\_\_\_\_\_  
Personnel Committee Member

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Personnel Committee Member

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Oak Creek Police Labor Contract 202118 – 20240

~~Appendix A 2018 Wage Settlement at: 1.5% (effective 1/1/18)~~

# Oak Creek Police Labor Contract 2021~~18~~ – 2024~~0~~

Appendix A 2021 Wage Settlement at: 2% (effective 1/1/2021)

Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
<b>Police Officer</b>				
After Three Years	\$39.104	\$39.886	\$6,914	\$82,963
<b>Investigator</b>				
First 6 Months	\$41.453	\$42.280	\$7,329	\$87,947
<b>Detective</b>				
New Appointment	\$43.794	\$44.670	\$7743	\$92,914

Police Officers hired after January 1, 1995				
Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
New Hire	\$26.818	\$27.354	\$4,741	\$56,897
After One Year	\$29.276	\$29.862	\$5,177	\$62,112
After Two Years	\$31.732	\$32.367	\$5,610	\$67,323
After Three Years	\$34.194	\$34.878	\$6,046	\$72,545
After Four Years	\$36.649	\$37.382	\$6,479	\$77,755
After Five Years	\$39.104	\$39.886	\$6,914	\$82,963

Note: The controlling number on the page is the hourly rate. The totals for monthly and annual rates may be different due to rounding.

\*The parties acknowledge the gun allowance is considered wages. The above-referenced wage-rates do not include the additional 2% gun allowance which is paid to each employee on a separate check.

# Oak Creek Police Labor Contract 20~~21~~18 – 2024~~0~~

Appendix B 2022 Wage Settlement at: 2% (effective 1/1/2022)

Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
Police Officer				
After Three Years	\$39.886	\$40.684	\$7,052	\$84,622
Investigator				
First 6 Months	\$42.280	\$43.126	\$7,476	\$89,706
Detective				
New Appointment	\$44.670	\$45.563	\$7,898	\$94,772

Police Officers hired after January 1, 1995				
Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
New Hire	\$27.354	\$27.901	\$4,836	\$58,035
After One Year	\$29.862	\$30.459	\$5,281	\$63,354
After Two Years	\$32.367	\$33.014	\$5,722	\$68,669
After Three Years	\$34.878	\$35.576	\$6,167	\$73,996
After Four Years	\$37.382	\$38.130	\$6,609	\$79,310
After Five Years	\$39.886	\$40.683	\$7,052	\$84,622

Note: The controlling number on the page is the hourly rate. The totals for monthly and annual rates may be different due to rounding.

\*The parties acknowledge the gun allowance is considered wages. The above-referenced wage-rates do not include the additional 2% gun allowance which is paid to each employee on a separate check.



# Oak Creek Police Labor Contract 20~~21~~18 – 202~~4~~0

Appendix C 2023 Wage Settlement at: 1% (effective 1/1/2023)

Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
Police Officer				
After Three Years	\$40.684	\$41.091	\$7,164	\$85,468
Investigator				
First 6 Months	\$43.126	\$43.557	\$7,551	\$90,603
Detective				
New Appointment	\$45.563	\$46.019	\$7,977	\$95,720

Police Officers hired after January 1, 1995				
Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
New Hire	\$27.901	\$28.911	\$4,884	\$58,615
After One Year	\$30.459	\$30.764	\$5,334	\$63,988
After Two Years	\$33.014	\$33.344	\$5,779	\$69,356
After Three Years	\$35.576	\$35.932	\$6,229	\$74,736
After Four Years	\$38.130	\$38.511	\$6,675	\$80,103
After Five Years	\$40.683	\$41.090	\$7,123	\$85,468

Note: The controlling number on the page is the hourly rate. The totals for monthly and annual rates may be different due to rounding.

\*The parties acknowledge the gun allowance is considered wages. The above-referenced wage-rates do not include the additional 2% gun allowance which is paid to each employee on a separate check.

# Oak Creek Police Labor Contract 20~~21~~18 – 2024~~0~~

Appendix D July 2023 Wage Settlement  
at:

1%

(effective 7/1/2023)

Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
Police Officer				
After Three Years	\$41.091	\$41.502	\$7,236	\$86,323
Investigator				
First 6 Months	\$43.557	\$43.993	\$7,627	\$91,509
Detective				
New Appointment	\$46.019	\$46.479	\$8,057	\$96,677

Police Officers hired after January 1, 1995				
Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
New Hire	\$28.911	\$29.200	\$4,933	\$59,201
After One Year	\$30.764	\$31.072	\$5,387	\$64,328
After Two Years	\$33.344	\$33.677	\$5,837	\$70,050
After Three Years	\$35.932	\$36.291	\$6,291	\$75,483
After Four Years	\$38.511	\$38.896	\$6,742	\$80,904
After Five Years	\$41.090	\$41.501	\$7,194	\$86,323

Note: The controlling number on the page is the hourly rate. The totals for monthly and annual rates may be different due to rounding.

\*The parties acknowledge the gun allowance is considered wages. The above-referenced wage-rates do not include the additional 2% gun allowance which is paid to each employee on a separate check.

# Oak Creek Police Labor Contract 20~~21~~18 – 2024~~0~~

Appendix E January 1, 2024 Wage Settlement at:

1.5%

(effective 1/1/2024)

Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
Police Officer				
After Three Years	\$41.502	\$42.125	\$7,345	\$87,618
Investigator				
First 6 Months	\$43.993	\$44.653	\$7,741	\$92,882
Detective				
New Appointment	\$46.479	\$47.176	\$8,178	\$98,127

Police Officers hired after January 1, 1995				
Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
New Hire	\$29.200	\$29.638	\$5,007	\$60,089
After One Year	\$31.072	\$31.538	\$5,468	\$65,293
After Two Years	\$33.677	\$34.182	\$5,925	\$71,101
After Three Years	\$36.291	\$36.835	\$6,385	\$76,615
After Four Years	\$38.896	\$39.479	\$6,843	\$82,118
After Five Years	\$41.501	\$42.124	\$7,302	\$87,618

Note: The controlling number on the page is the hourly rate. The totals for monthly and annual rates may be different due to rounding.

\*The parties acknowledge the gun allowance is considered wages. The above-referenced wage-rates do not include the additional 2% gun allowance which is paid to each employee on a separate check.

# Oak Creek Police Labor Contract 20~~21~~18 – 2024~~0~~

Appendix F July 1, 2024 Wage Settlement  
at:

1.5%

(effective 7/1/2024)

Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
Police Officer				
After Three Years	\$42.125	\$42.757	\$7,455	\$88,932
Investigator				
First 6 Months	\$44.653	\$45.323	\$7,857	\$94,275
Detective				
New Appointment	\$47.176	\$47.884	\$8,301	\$99,599

Police Officers hired after January 1, 1995				
Position	Current Hourly	New Hourly Rate	Monthly Rate	Annual Rate
New Hire	\$29.638	\$30.083	\$5,082	\$60,990
After One Year	\$31.538	\$32.011	\$5,550	\$66,272
After Two Years	\$34.182	\$34.695	\$6,014	\$72,168
After Three Years	\$36.835	\$37.388	\$6,481	\$77,764
After Four Years	\$39.479	\$40.071	\$6,946	\$83,350
After Five Years	\$42.124	\$42.756	\$7,412	\$88,932

Note: The controlling number on the page is the hourly rate. The totals for monthly and annual rates may be different due to rounding.

\*The parties acknowledge the gun allowance is considered wages. The above-referenced wage-rates do not include the additional 2% gun allowance which is paid to each employee on a separate check.

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compensatory time	6, 7, 8, 9, 10
conferences	1
continuous service	3, 8, 9, 12
court	6, 16

## D

date	2, 3, 4, 5, 6, 8, 9, 10, 12, 13, 15, 16
death	8, 10, 12
deduction	1, 2, 12
deductions	1, 2
demote	1
dental	11
detectives	1, 5, 8
disability	11, 14, 15
discharge	1, 3
discharged	3, 10
disciplinary action	1, 3
discipline	4, 11

discretionary shift	7
dismissal	3
dismissed	3
dispatchers	1
drug card	11
dues	1, 2
duration	12

## E

effective date	2, 13
emergency situations	7
employee	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22
existing practices	1

## F

federal law	13
fees	5
floating holiday	9, 10

## G

grievance	1, 3, 4, 5, 15
grievance procedure	1, 15
group dental insurance	11
gun allowance	10, 19, 20, 21, 22

## H

health insurance	12, 13
hire	1, 5, 9
hired	3, 5, 8, 9, 10, 12, 13, 19, 20, 21, 22
hiring	3, 9, 15
holidays	4, 8, 9, 11
hospital	11, 12
hours of work	6

## I

illness	2, 4, 11
injury	2, 9, 10, 11
investigator	5, 7

## J

jury duty	16
just cause	1, 10, 11

# Oak Creek Police Labor Contract 202118 – 20240

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## L

laid off	3
layoff	3, 10
leave of absence	10, 11
lieutenants	1
life insurance	13
longevity pay	11
lost	2

---

## M

management rights	1
maternity	10
medical	11
Medicare	12
membership	1
military leave	10
municipal	1

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## N

negotiations	1, 16, 17
normal working hours	6

---

## O

Oak Creek Municipal Court	6
off days	3, 6, 7, 16
officer	5, 6, 15
official capacity	16
orders	2, 3
ordinances	1
overlapping shifts	7
overtime	6, 7

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## P

patrol officers	1, 7
paycheck	1, 2, 16
personal vehicle	16
Personnel Committee	4, 9, 15, 18
Police and Fire Commission	1, 4
Police Chief	1, 4, 6, 7, 8, 9, 15, 16
Police Department	3, 4, 6, 9, 14, 15
premium co-payment	13
probation	2, 5, 13
probationary period	2, 9
promote	1, 2
promoted	3

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## Q

qualifications	1
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## R

recall	3
recalled	3, 10
recognition	1
regulations	1, 6, 9
rehire	3
rehired	3
representation	1
retiree	12, 13
retirement	8, 10, 12, 13, 14
rules	6, 9

---

## S

Section 125 Plan	11
seniority	3, 4
sergeants	1
settlement	4
shift premium	7
shift times	7
sick leave	9, 10, 11
sick leave payout	10
strike	2, 7
surgical insurance	11
suspend	1

---

## T

temporary assignment	7
termination	8
trade	8
transfer	1, 4
tuition	15

---

## V

vacancy	3
vacation	3, 6, 8, 9, 10, 11
VEBA	13
vision	11

---

## W

wages	1, 2, 5, 11, 19, 20, 21, 22
weapons	6
WERC	1, 5

# Oak Creek Police Labor Contract 202118 – 20240

Wisconsin Statutes	3, 4, 8, 11, 14
witness duty	16
work rules	1
work schedules	4

workday	6, 10
workdays	2, 6, 10
Worker's Compensation	2, 11
workweek	6

## A

absence	9, 10, 11
absent	10
agreement	1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 16
amendment	16
arbitration	3, 4, 5
arbitration hearing	5
arbitrator	5
Association	1, 2, 4, 5, 7, 13, 14, 16, 17

## B

bargaining agent	1
bargaining unit	1, 4, 8, 14, 15
base salaries	5
body armor	15
breaks	9

## C

called in	6
call in	6
captains	1
City	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
City of Oak Creek	1, 11, 17
claim	10, 14
claims	2, 14
classification seniority	3, 4
classifications	1
clerks	1
clothing allowance	9, 15
Commission	1, 4
compensatory time	6, 7, 8, 9, 10
conferences	1
continuous service	3, 8, 9, 12
court	6, 15

## D

date	2, 3, 4, 5, 6, 8, 9, 10, 12, 13, 15, 16, 17
death	8, 9, 12
deduction	1, 2, 11
deductions	1, 2
demote	1
dental	11
detectives	1, 5, 8

disability	10, 11, 13, 15
discharge	1, 3
discharged	3, 9
disciplinary action	1, 3
discipline	4, 11
discretionary shift	7
dismissal	3
dismissed	3
dispatchers	1
drug card	11
dues	1, 2
duration	12, 16

## E

effective date	2, 13, 16
emergency situations	7
employee	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21
existing practices	1

## F

fair share	1, 2
federal law	2, 13
fees	5, 15
floating holiday	8, 10

## G

grievance	1, 3, 4, 5, 15
grievance procedure	1, 4, 15
group dental insurance	11
gun allowance	6, 10, 18, 19, 20, 21

## H

health insurance	12, 13, 14
hire	1, 5, 9, 18, 19, 20, 21
hired	3, 5, 8, 9, 10, 11, 12, 13, 15, 18, 19, 20, 21
hiring	3, 9, 15
holidays	4, 8, 9, 11
hospital	11
hours of work	6

# Oak Creek Police Labor Contract 202118 – 20240

## I

illness	2, 4, 11
injury	2, 9, 10, 11
investigator	1, 5, 7, 8, 18, 19, 20, 21

## J

jury duty	15, 16
just cause	1, 9, 11

## L

laid off	3
layoff	3, 10
leave of absence	9, 10, 11
lieutenants	1
life insurance	13
longevity pay	11
lost	2

## M

management rights	1
maternity	10
medical	11
Medicare	12
membership	1
military leave	10
municipal	1, 5, 6

## N

negotiations	1, 16
normal working hours	6

## O

Oak Creek Municipal Court	6
off days	3, 6, 7, 16
officer	1, 2, 5, 6, 7, 11, 14, 15, 16, 17, 18, 19, 20, 21
official capacity	15, 16
orders	2, 3
ordinances	1
overlapping shifts	7
overtime	5, 6, 7

## P

patrol officers	1, 6, 7
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paycheck	1, 2, 16
personal vehicle	15
Personnel Committee	4, 5, 9, 15, 17
Police and Fire Commission	1, 4
Police Chief	1, 4, 6, 7, 8, 9, 15
Police Department	3, 4, 6, 8, 14, 15
premium co-payment	12
probation	2, 3, 5, 9, 13
probationary period	2, 3, 9
promote	1, 2
promoted	3, 14

## Q

qualifications	1
----------------	---

## R

recall	3
recalled	3, 10
recognition	1
regulations	1, 6, 8
rehire	4
rehired	3
representation	1, 2
retiree	11, 12, 13, 14, 15
retirement	8, 9, 12, 13, 14
rules	1, 6, 8

## S

Section 125 Plan	11
seniority	3, 4, 5, 8, 10
sergeants	1
settlement	4, 18, 19, 20, 21
shift premium	7, 8
shift times	6, 7
sick leave	9, 10, 11
sick leave payout	9
strike	2, 5, 7
surgical insurance	11
suspend	1

## T

temporary assignment	7
termination	8, 11
trade	8
transfer	1, 4, 9
tuition	15



# Oak Creek Police Labor Contract 202118 – 20240

## V

vacancy	3
vacation	3, 4, 6, 8, 9, 10, 11
VEBA	13
vision	11

## W

wages	1, 2, 5, 10, 18, 19, 20, 21
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weapons	6
WERC	1, 5
Wisconsin Statutes	3, 4, 8, 10, 11, 14
witness-duty	15, 16
work-rules	1
work-schedules	4
workday	6, 10
workdays	2, 6, 10
Worker's Compensation	2, 10, 11
workweek	6

## COMMON COUNCIL REPORT

**Informational:** Treasurer Report on Investment and Banking for the City of Oak Creek accounts, month ending April 30, 2021.

**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

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**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)
\$57,087,176	\$50,646,590	\$22,173	(\$6,440,586)

**Activity:** April Tax Collection \$2,369,419; Tax Settlement for Feb/March Tax Collection (\$6,323,903); Debt Service Payments (\$690,094)

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Barbara Guckenberger, CMTW  
City Treasurer

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

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**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
<b>Tri City National Bank</b>	<b>16,363,236.21</b>	<b>12,634,068.86</b>	<b>(12,500,134.46)</b>	<b>16,497,170.61</b>	<b>231.22</b>	<b>0.06%</b>	<b>32.57%</b>
General Fund	14,177,292.49	9,547,533.18	(11,717,170.56)	12,007,655.11			
Title 125	42,103.52	28,004.91	(36,243.74)	33,864.69			
Police Credit Card	100,386.83	36,372.80	(54,426.91)	82,332.72			
Parks & Rec Counter Credit Card	23,353.55	10,407.49	(16,411.70)	17,349.34			
Tax Payment Account #2	1,560,497.61	2,375,504.00	(6,085.07)	3,929,916.54			
Parks & Rec Online Credit Card	6,438.51	1,171.00	(5,558.03)	2,051.48			
Health Insurance	105,430.24	503,609.10	(483,236.79)	125,802.55			
Tax Payment Account	59,232.36	-	-	59,232.36			
EMS	288,501.10	131,466.38	(181,001.66)	238,965.82			
0	-	-	-	-			
<b>DANA Investment Advisors</b>	<b>5,837,563.25</b>	<b>7,979.87</b>	<b>(2,664.25)</b>	<b>5,842,878.87</b>	<b>7,394.43</b>	<b>0.68%</b>	<b>11.54%</b>
<b>BMO Global Asset Management</b>	<b>4,777,064.22</b>	<b>8,186.41</b>	<b>(3,509.12)</b>	<b>4,781,721.51</b>	<b>6,520.70</b>	<b>1.96%</b>	<b>9.44%</b>
<b>American Deposit Management (ADM)</b>	<b>490,000.00</b>	<b>-</b>	<b>-</b>	<b>490,000.00</b>	<b>-</b>	<b>-</b>	<b>0.97%</b>
*ADM General Account Balance	490,000.00	-	-	490,000.00			
<b>Local Government Investment Pool (LGIP)</b>	<b>25,690,681.48</b>	<b>1,632,320.13</b>	<b>(8,223,903.00)</b>	<b>19,099,098.61</b>	<b>899.49</b>	<b>0.05%</b>	<b>37.71%</b>
*LGIP General Account Balance	20,186,362.91	1,632,108.68	(8,223,903.00)	13,594,568.59	688.04		
<b>**Ehlers Investment</b>	<b>3,928,631.08</b>	<b>9,685.73</b>	<b>(2,596.16)</b>	<b>3,935,720.65</b>	<b>7,126.75</b>	<b>1.4360%</b>	<b>7.77%</b>
	3,928,631.08	9,685.73	(3,211.46)	3,935,105.35			
<b>Total Balance</b>	<b>57,087,176.24</b>	<b>14,292,221.00</b>	<b>(20,732,806.99)</b>	<b>50,646,590.25</b>	<b>22,172.59</b>		

\*\*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		Distribution to other Taxing Jurisdictions
Tax Payment Account #2		(Tax Settlement occurs in June)
City Deposit (Counter, Drop Box, Mail)	2,180,141.40	STATE
Gov Tech	-	COUNTY
Credit Card	189,277.53	MMSD
Total Tax Payment Account #2	2,369,418.93	SCHOOL
Tax Payment Account		MATC
Tri City Payments (At Bank, Lockbox)	-	UTILITY
<b>Total Tax Collection Deposits</b>	<b>2,369,418.93</b>	TOTAL DIST \$ -
		TAX REFUNDS
		CITY

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

Prepared for Common Council; cc Finance Committee  
Barbara Guckenberger, CMTW  
City Treasurer

## COMMON COUNCIL REPORT

**Item:** Frontline Development Storm Water Maintenance Agreement

**Recommendation:** That the Common Council adopts Resolution No. 12245-060121, a resolution approving a storm water management practices maintenance agreement with APA 9141, LLC, for their Frontline development located at 9141 S. 13th Street. (Tax Key No. 877-9010) (6th Aldermanic District)

**Fiscal Impact:** None.

**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

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**Background:** The proposed Frontline development requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

**Options/Alternatives:** Not to adopt this resolution and therefore the storm water permit cannot be issued resulting in the development being unable to proceed per Section 13.107 of the Municipal Code.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Philip J. Beiermeister, P.E.  
Environmental Design Engineer

Fiscal Review:



Maxwell Gavin, MPA  
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, P.E.  
City Engineer

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Attachments: Resolution No. 12245-060121, Storm Water Management Maintenance Agreement

**RESOLUTION NO. 12245-060121**

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

**RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH APA 9141, LLC FOR THEIR FRONTLINE DEVELOPMENT LOCATED AT 9141 S. 13<sup>TH</sup> STREET**

**(TAX KEY NO. 877-9010)**

**(6<sup>TH</sup> ALDERMANIC DISTRICT)**

WHEREAS, APA 9141, LLC (Owner), requires onsite storm water management practices for their proposed Frontline development located at 9141 S. 13<sup>th</sup> Street, and,

WHEREAS, the City requires that the Owner enter into a Storm Water Management Practices Maintenance Agreement, and,

WHEREAS, the required Storm Water Management Practices Maintenance Agreement has been prepared and signed by the Owner,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached Storm Water Management Practices Maintenance Agreement, as signed by the Owner, is hereby approved by the City.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute the attached agreement on behalf of the Common Council of the City of Oak Creek and upon execution by both the City of Oak Creek and the Owner, the City Attorney is hereby authorized and directed to record the same 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 1<sup>st</sup> day of June, 2021.

Passed and adopted this 1<sup>st</sup> day of June, 2021.

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

Approved this 1<sup>st</sup> day of June, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

Document Number

FRONTLINE DEVELOPMENT  
9141 S. 13<sup>TH</sup> STREET  
Storm Water Management Practices  
Maintenance Agreement  
Document Title

Recording Area

Michael C. Simmons  
Engineering Department  
8040 S. 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Name and Return Address

877-9010

Parcel Identification Number (PIN)

## STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of May, 2021, by and between APA 9141, LLC hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Oak Creek, County of Milwaukee, State of Wisconsin, to-wit:

Parcel 2 of Certified Survey Map No. 4759 in the Southeast  $\frac{1}{4}$  of Section 19, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Frontline Development located at 9141 S. 13<sup>th</sup> Street, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to

be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the City and the Owner, its successors and assigns, agree that the health, safety, and welfare of the residents of the City of Oak Creek, require that on-site storm water management practices as defined in Section 13.103 of the Oak Creek Municipal Code be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
5. If the Owner, its successors and assigns, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:

- a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
  - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Owner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Detention Basin Maintenance Standards (Exhibit B).
  7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
  8. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
  9. This Agreement shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.



WITNESS the following signatures and seals:

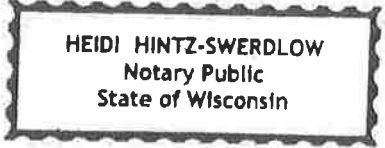
APA 9141, LLC

[Signature]  
John Schlueter, Member

The foregoing Agreement was acknowledged before me this 6<sup>th</sup> day of May, 2021,  
by the above named John Schlueter

[Signature]  
NOTARY PUBLIC

My Commission Expires: 02-16-2024



CITY OF OAK CREEK, WISCONSIN

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

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

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by the above named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

This document was prepared by Philip J. Beiermeister, P.E. of the City of Oak Creek Engineering Division.

Approved as to Form:

\_\_\_\_\_                      \_\_\_\_\_  
City Attorney                      Date



## EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: \_\_\_\_\_

Tax Key No.: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Location: \_\_\_\_\_

Detention Basin Type:   Wet Pond    \_\_\_\_\_      Underground    \_\_\_\_\_

                                  Extended Dry    \_\_\_\_\_      Bioretention     \_\_\_\_\_

                                  Artificial Wetland \_\_\_\_\_

Watershed \_\_\_\_\_

Items Inspected (Pond components)	Checked (Yes/ No/ NA)	Maintenance Needed (Yes/ No/ NA)	Remarks
<b>Embankment and Emergency spillway</b>			
1. Trash and debris			
2. Vegetation and ground cover adequate			
3. Embankment erosion			
4. Animal burrows			
5. Unauthorized plantings/tree growth			
6. Cracking, bulging, or sliding of embankment			
a. Upstream face and toe of slope			
b. Downstream face and toe of slope			
7. Settlement			
8. Seeps/leaks on downstream face			
9. Emergency spillway			
a. Clear of trash and debris			
b. Settlement			
c. Slope protection or riprap failures			
10. Other (specify)			
<b>Inlet/Outlet Structures</b>			
Type: Pipe (RCP/CMP/Plastic)			
Stand pipe/inlet box with orifice			
Weir (V-notch/Rectangular)			
Other _____			
1. Erosion/scouring/undermining at inlet or outlet			
2. Primary outlet structure			
a. Debris or sediment removal necessary			
b. Damaged			
c. Orifice plate damaged, out of place or missing			
3. Trash rack/hood maintenance			
a. Trash or debris removal necessary			
b. Damaged or missing			
c. Corrosion/rust control			
<b>Pond Bottom/Pool Area</b>			
1. Sediment accumulation (estimate depth)			
2. Water level at normal pool elevation			
3. Oil sheen on water			

**EXHIBIT B**  
**DETENTION BASIN MAINTENANCE STANDARDS**

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Side Slopes and Embankments	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	Unless designated by the Common Council as a nature center or wildlife preserve, if the facility is located in a platted subdivision, multi-family apartment complex, planned development or a mobile home district, mowing is needed when vegetation exceeds 6 inches in height. In all other areas, mowing is needed when vegetation exceeds one foot in height. Mowed vegetation should be removed from areas where it could enter the pond, either when the pond level rises or by rainfall runoff.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Trees and bushes should be removed where they interfere with pond maintenance activities; that is, at the inlet, outlet and near engineered structures. Nature centers and wildlife preserves should follow the maintenance guidelines in the approving resolution and approved storm water management plan.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
	Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal or equipment movements).	Trees do not hinder maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rock rip-rap, planting of grass, erosion mat, compaction.
Inlet/ Outlet Pipe	Debris and Sediment	Sediment and/or debris clogging more than 10% of the pipe opening.	No clogging or blockage in the inlet and outlet piping.
	Damaged	Rust is causing more than 50% deterioration to any part of metal pipes, cracks in plastic pipe or cracks or exposed rebar in concrete pipes.	Pipe repaired or replaced.
		Any dent that decreases the cross section area of pipe by more than 10% or retards the flowage of water.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet pipes; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
	Damaged or Missing Orifice Plate	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Orifice Plate Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Trash Racks/Hoods	Trash and Debris	Trash or debris that is plugging more than 20% of the openings in the barrier.	Barrier clear to receive capacity flow.
	Damaged/ Missing Bars or Hood	Bars or hood are bent out of shape more than 3 inches.	Bars in place with no bends more than 3/4 inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Repair or replace barrier to design standards.
Pool Area	Sediment Accumulation in Pond Bottom	Sediment accumulations in pond bottom that exceeds the design sediment depth.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
	Water Level	Water level does not drain down to normal designed pool elevation.	Check outlet structure and downstream conveyance system for obstructions.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Remove oil from water by use of oil-absorbent pads or by vacator truck. Refer problem to locate source and correct.
Emergency Overflow/Spillway and Dikes	Settlements	Any part of these components that has settled 4-inches lower than the design elevation, or inspector determines dike/ berm is unsound.	Dike should be built back to the design elevation and repaired to specifications.
	Rock Missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top emergency spillway.	Replace rocks to design standards.

## COMMON COUNCIL REPORT

<b>Item:</b>	Certified Survey Map - 9955 S. 13th St. and 9925 S. Stern St. - Mike Faber, Creek Two Land, LLC
<b>Recommendation:</b>	That the Council adopts Resolution No. 12246-060121, a resolution approving a Certified Survey Map submitted by Mike Faber, Creek Two Land, LLC, for the properties at 9955 S. 13th St. and 9925 S. Stern St.
<b>Fiscal Impact:</b>	The proposal is to combine the the properties for an anticipated speculative multitenant industrial building. If approved, development of the combined properties would yield positive fiscal impact in terms of assessed value, review and permit fees, and impact fees. This property is part of TID 6; however, no TID assistance has been requested.
<b>Critical Success Factor(s):</b>	<input type="checkbox"/> Vibrant and Diverse Cultural Opportunities <input checked="" type="checkbox"/> Thoughtful Development and Prosperous Economy <input type="checkbox"/> Safe, Welcoming, and Engaged Community <input type="checkbox"/> Inspired, Aligned, and Proactive City Leadership <input type="checkbox"/> Financial Stability <input type="checkbox"/> Quality Infrastructure, Amenities, and Services <input type="checkbox"/> Not Applicable

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**Background:** The Applicant is requesting approval of a Certified Survey Map (CSM) combining the properties at 9955 S. 13th St. and 9925 S. Stern St. Both properties are within the Creekside Corporate Park, subject to the PUD for the development. This CSM is in anticipation of a proposed multitenant industrial building.

Following reconfiguration, the proposed parcel will exceed the M-1, Manufacturing district's minimum lot size requirements. Although the existing utility easement is noted on the map "to be released and re-recorded via separate document," staff are recommending that this be removed since the new document cannot be referenced. Copies of the revised easement shall be provided to the City prior to the submission of permit applications for development of the site. Technical corrections, including revisions to the signature blocks on the last page, will also be required prior to recording.

The Plan Commission reviewed this request during their May 25, 2021 meeting, and recommended approval subject to the following conditions:

1. That the note regarding release of the existing utility easement is removed from the map prior to recording.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

**Options/Alternatives:** Council has the discretion to approve, and/or modify the condition(s) of Certified Survey Map approval, or deny the request.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



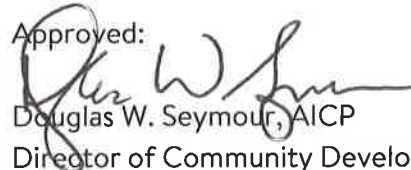
Kari Papelbon, CFM, AICP  
Planner

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

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Attachments:

Res. 12246-060121

Location Map

Proposed CSM (4 pages)

RESOLUTION NO. 12246-060121

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

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR  
MIKE FABER, CREEK TWO LAND, LLC

9955 S. 13<sup>th</sup> St. and 9925 S. Stern St.  
(6<sup>th</sup> Aldermanic District)

WHEREAS, MIKE FABER, CREEK TWO LAND, LLC, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

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

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

1. That the note regarding release of the existing utility easement is removed from the map prior to recording.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

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

1. That the note regarding release of the existing utility easement is removed from the map prior to recording.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1<sup>st</sup> day of June, 2021.

Passed and adopted this 1<sup>st</sup> day of June, 2021.

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

Approved this 1<sup>st</sup> day of June, 2021.

\_\_\_\_\_  
Mayor

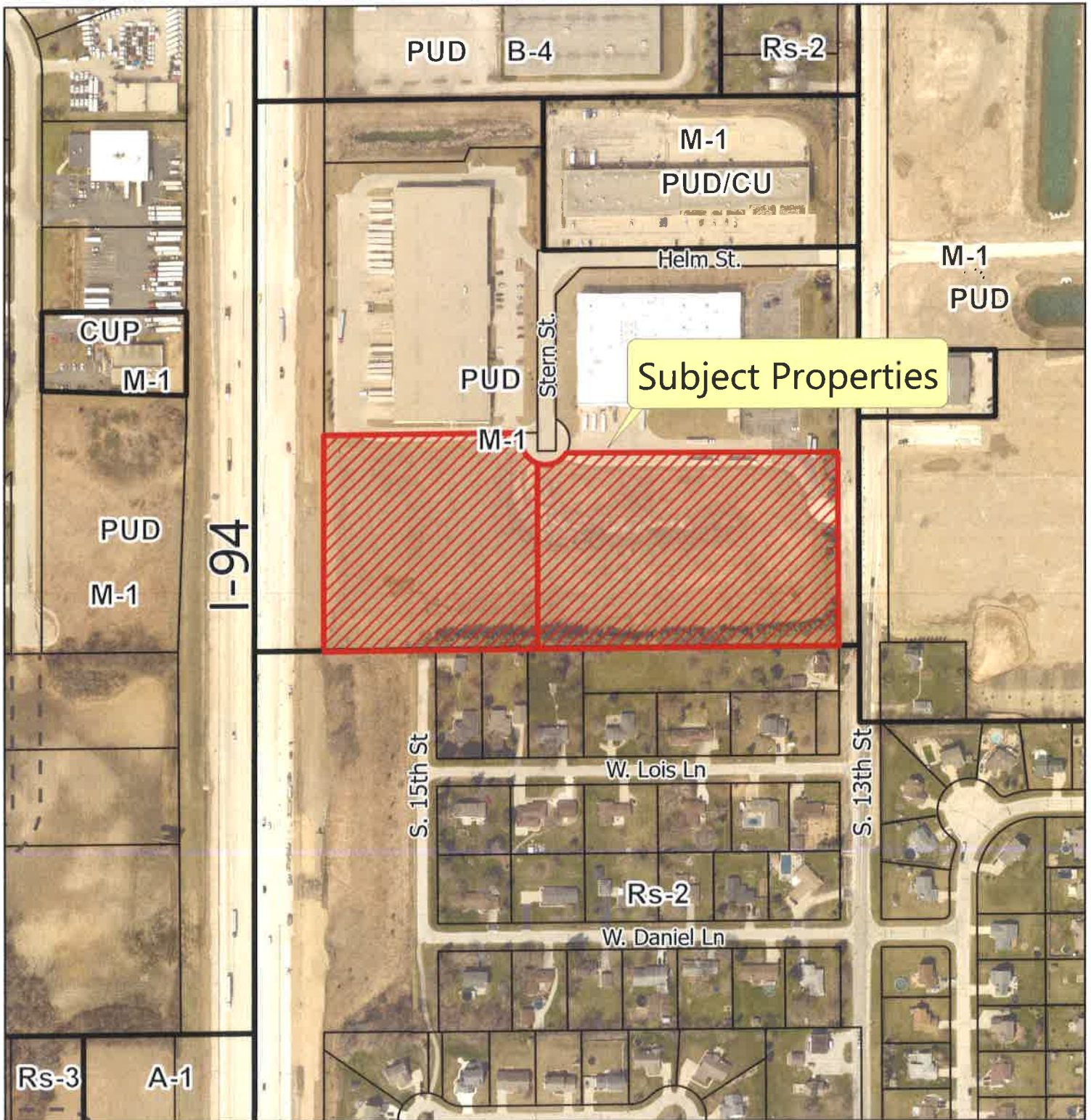
ATTEST:

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

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

# Location Map

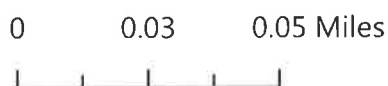
## 9955 S. 13th St & 9925 S. Stern St



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

### Legend

- Zoning
- Official Street Map
- Floodway
- Flood Fringe
- Parcels
- Subject Properties



# CERTIFIED SURVEY MAP NO.

Being all of Lot 2 and Lot 3 of Certified Survey Map No. 8285, located in the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



LOT 1  
C.S.M. NO. 7261  
OWNER: CQ  
CREEKSIDE LAND LLC

OUTLOT 2  
C.S.M. NO. 8285  
INGRESS EGRESS  
EASEMENT PER  
DOC. 8568969

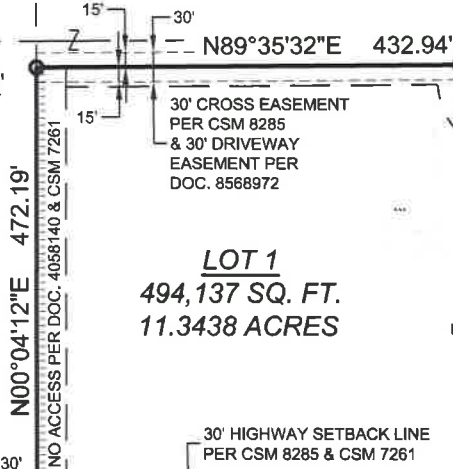
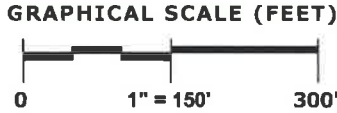
AUGUST 20, 2020

**SOUTH STERN STREET**

OUTLOT 1  
C.S.M. NO. 8285  
OWNER: CREEKSIDE  
CORPORATE PARK  
PROPERTY OWNERS  
CORPORATION

LOT 1  
C.S.M. NO. 8285  
OWNER: BCORE CORRIDOR  
13TH STREET LLC

**INTERSTATE HIGHWAY "94"**  
(VARIABLE PUBLIC R.O.W.)



**LOT 1**  
494,137 SQ. FT.  
11.3438 ACRES

UTILITY EASEMENT PER DOC.  
8568971 & CSM 7261 AND  
AMENDED PER DOC. 8592998  
TO BE RELEASED AND  
RE-RECORDED VIA  
SEPARATE DOCUMENT

ACCESS  
EASEMENT PER  
DOC. 9935168

BUILDING  
SETBACK PER  
DOC. 7975509

30' HIGHWAY SETBACK LINE  
PER CSM 8285 & CSM 7261

**SOUTH  
15TH STREET**

LOT 1 - BLOCK 4  
OAK CREEK MANOR  
SUBDIVISION  
OWNER: REMISZEWSKI

LOT 2 - BLOCK 4  
OAK CREEK MANOR  
SUBDIVISION  
OWNER: SIIRA

OWNER: WILLIS  
IRREVOCABLE  
TRUST  
PARCEL 2  
C.S.M. NO. 8512

PARCEL 1  
C.S.M. NO. 8512  
OWNER: MAX MANAGEMENT LLC

**LEGEND:**

- Denotes Found 1" Iron Pipe
- Denotes Found Mag Nail
- Denotes Found Chiseled Cross
- Denotes No Access

SE CORNER, SE 1/4  
SEC. 30, T5N, R22E  
(FOUND CONC. MON.  
W/ BRASS CAP)

NE CORNER, SE 1/4  
SEC. 30, T5N, R22E  
(FOUND CONC. MON. W/ BRASS CAP)  
N=322.165.56; E=2,554.251.37  
(WISCONSIN STATE PLANE CO-  
ORDINATE SYSTEM, SOUTH ZONE)

**SOUTH 13TH STREET**  
(VARIABLE PUBLIC R.O.W.)

Prepared for:  
Creech Two Land LLC  
N17W24222 Riverwood Drive  
Waukesha, WI 53188

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD 1 SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

PEG JOB#546.11  
SHEET 1 OF 4

This instrument drafted by John P. Konopacki, PL S-License No. S-2461



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being all of Lot 2 and Lot 3 of Certified Survey Map No. 8285, located in the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

## VICINITY MAP SCALE 1"=1000'

### SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor,  
do hereby certify:

That I have surveyed and mapped all of Lot 2 and Lot 3 of Certified Survey Map No. 8285, as recorded in the Register of Deeds office for Milwaukee County as Document No. 09918333, located in the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, described as follows:

Commencing at the northeast corner of the Southeast 1/4 of said Section 30;  
Thence South 00°14'39" East along the east line of said Southeast 1/4, 498.07 feet;  
Thence South 89°32'30" West, 45.00 feet to the west right of way line of South 13th Street - County Trunk Highway "V" and the Point of Beginning;


Thence continuing South 89°32'30" West along the north line of Certified Survey Map No. 8512 and then along the north line of Block 4 of Oak Creek Manor Subdivision and then continuing, 1119.77 feet to the east right of way line of Interstate Highway "94";  
Thence North 00°04'12" East along said east right of way line, 472.19 feet to the south line of Lot 1 of Certified Survey Map No. 7261;  
Thence North 89°35'32" East along said south line, 432.94 feet to the westerly line of Outlot 1 of Certified Survey Map No. 8285 and a point on a curve;  
Thence southeasterly 153.78 feet along the arc of said curve to the left, whose radius is 52.00 feet and whose chord bears South 64°53'59" East, 103.56 feet to the south line of Lot 1 of Certified Survey Map No. 8285;  
Thence North 90°00'00" East along said south line, 590.65 feet to the aforesaid west right of way line of South 13th Street;  
Thence South 00°14'39" East along said west right of way line, 422.39 feet to the Point of Beginning.

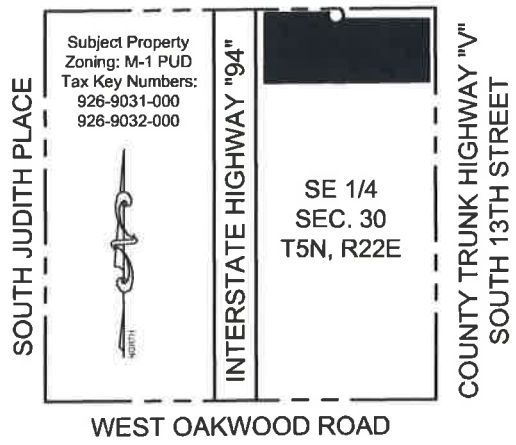
Containing 494,137 square feet (11.3438 acres) of land, more or less.

That I have made such survey, land division and map by the direction of Creek Two Land LLC, owner of said land.

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

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Oak Creek Land Division Ordinance in surveying and mapping the land within the certified survey map.

  
John P. Konopacki  
Professional Land Surveyor S-2461  
Date: AUGUST 20, 2020



### CURVE DATA

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	153.78'	52.00'	169°26'09"	S64°53'59"E	103.56'	S19°49'05"W	N30°22'56"E

**NOTES:**

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 55079C0231E with an effective date of SEPTEMBER 26, 2008. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The east line of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East has a bearing of S00°14'39"E.

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#546.11  
SHEET 2 OF 4

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being all of Lot 2 and Lot 3 of Certified Survey Map No. 8285, located in the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

## OWNER'S CERTIFICATE

Creek Two Land LLC, a Delaware limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed and mapped as represented on this certified survey map.

Creek Two Land LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. City of Oak Creek

IN WITNESS WHEREOF, the said Creek Two Land LLC has caused these presents to be signed by  
(name - print) \_\_\_\_\_, (title) \_\_\_\_\_,  
at (city) \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

In the presence of: Creek Two Land LLC

\_\_\_\_\_  
Name (signature) - Title

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_) COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, (name) \_\_\_\_\_,  
(title) \_\_\_\_\_, of the above named limited liability company, to me known to be the person who  
executed the foregoing instrument, and to me known to be such \_\_\_\_\_ (title) of said limited liability  
company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its  
authority.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
mortgagee of the above described land, does hereby consent to the surveying and mapping of the land described in the foregoing affidavit  
of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said \_\_\_\_\_, has caused these presents to be signed by  
\_\_\_\_\_, its President, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Date President

STATE OF WISCONSIN )  
\_\_\_\_\_) COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
\_\_\_\_\_, to me known to be the person who executed the  
foregoing instrument and to me known to be such officer of said corporation and  
acknowledged the same.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



AUGUST 20, 2020

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being all of Lot 2 and Lot 3 of Certified Survey Map No. 8285, located in the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

## PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Oak Creek, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel Buklewicz, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Douglas W. Seymour, Secretary

## COMMON COUNCIL APPROVAL

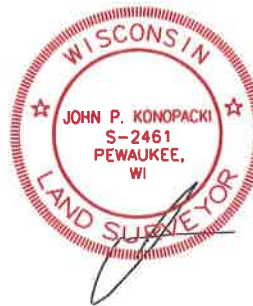
Approved by the Common Council of the City of Oak Creek, per Plan Commission recommendation on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel Buklewicz, Mayor

\_\_\_\_\_  
Date

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



AUGUST 20, 2020

## COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the 2021-22 renewal alcoholic beverage license requests as listed on the 6/1/2021 License Committee Report, with issuance subject to final inspection approvals listed and payment of any fees or obligations.

**Fiscal Impact:** License fees in the amount of \$40,140.00 were collected. Additional fees in the amount of \$2,488.77 will be collected prior to the release of licenses that show a license fee balance.

**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

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**Background:** The attached listing shows the renewal alcoholic beverage license applications received for the period of July 1, 2021 through June 30, 2022.

License Committee met on April 22, 2021 to review renewal applications, as required by State Statute. A recommendation was made at that meeting for approval, with release of each license subject to payment of any fees due and receipt of final department approvals, as listed.

**Options/Alternatives:** None

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC  
Deputy City Clerk

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

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Attachments: 2021-22 renewal alcohol beverage license listing

**\*\*OFFICIAL NOTICE\*\***  
**CITY OF OAK CREEK**

Published by the authority of the Common Council of the City of Oak Creek in the County of Milwaukee, pursuant to Section 125.04 of the Wisconsin State Statutes.

NOTICE IS HEREBY GIVEN THAT the following named persons have made application to the Common Council for license to sell alcoholic beverages for the period July 1, 2021 through June 30, 2022, the granting of which is now pending:

**CLASS A BEER / CLASS A LIQUOR (CIDER ONLY)**

Pilot Travel Centers LLC  
dba Pilot Travel Center #040  
Location: 2031 W. Ryan Rd.  
Desiree Caison, Agent  
Home: 3619 S. Herman St., Milwaukee

Speedway LLC  
dba Speedway #4462  
Location: 8667 S. Howell Ave.  
John A. Flood, Agent  
Home: 5906 Autumn Trl., Racine

**CLASS A COMBINATION**

Dairyland Retail Group LLC  
dba 7-Eleven #35841B  
Location: 1225 W. Rawson Ave.  
Elizabeth Evans, Agent  
Home: 914 Jenna Dr., Verona

Fortune Inc.  
dba Discount Tobacco & Liquor  
Location: 2151 E. Rawson Ave.  
Yash Patel, Agent  
Home: 8216 S. 77<sup>th</sup> St., Franklin

Aldi, Inc. (Wisconsin)  
dba Aldi #01  
Location: 6810 S. 27<sup>th</sup> St.  
Danielle Quale, Agent  
Home: 1301 Orchard Street, Racine  
*Inspection*

Gary's Corporation of Oak Creek  
dba Gary's Beer & Liquor  
Location: 9555 S. Howell Ave.  
Gary Hintz, Agent  
Home: 10065 S. McGraw Ave., Oak Creek

Aldi, Inc. (Wisconsin)  
dba Aldi #91  
Location: 410 W. Drexel Ave.  
Melissa Venancio-Leonard, Agent  
Home: 6228 Creekside Dr., Cudahy  
*Inspection*

Kwik Trip, Inc.  
dba Kwik Trip #976  
Location: 6300 S. 27<sup>th</sup> St.  
Michael Meszaros, Agent  
Home: 1419 Blake Ave., West Allis  
*Inspection*

8950 LLC  
dba Ayra's  
Location: 8950 S. 27<sup>th</sup> St.  
Akil Ajmeri, Agent  
Home: 2714 4 ½ Mile Rd., Caledonia

Kwik Trip, Inc.  
dba Kwik Trip #290  
Location: 7880 S. 10<sup>th</sup> St.  
Kevin Butler, Agent  
Home: 10080 S. Shepard Ave., Oak Creek

Rasleen Gas & Food Mart, Inc.  
dba B.P.  
Location: 9502 S. Howell Ave.  
Gurjapbir Kahlon, Agent  
Home: 8747 S. Bell Meadow Ct., Franklin

Kwik Trip, Inc.,  
dba Kwik Trip #422  
Location: 9535 S. 13<sup>th</sup> St.  
Clinton Wight, Agent  
Home: 10043 Saratoga Dr., Caledonia

P & K Kooner LLC  
dba Checker Liquor  
Location: 9110 S. Chicago Rd.  
Kulwant Kooner, Agent  
Home: 9104 S. Chicago Rd., Oak Creek

Kwik Trip, Inc.  
dba Kwik Trip #576  
Location: 2040 W. Ryan Rd.  
Laura Manke, Agent  
Home: 515 Hialeah Dr., Racine  
Love's Travel Stops & Country Stores, Inc.

dba Love's Travel Stop #432  
Location: 9650 S. 20<sup>th</sup> St.  
Matthew Dettman, Agent  
Home: 2421 Olive St., Racine  
*Inspection*

Meijer Stores Limited Partnership  
dba Meijer Store # 283  
Location: 171 W. Town Square Way  
Philip Kelley, Agent  
Home: 7971 S. 6<sup>th</sup> St., Oak Creek

Meijer Stores Limited Partnership  
dba Meijer Gas Station # 283  
Location: 8031 S. Howell Ave.  
Philip Kelley, Agent  
Home: 7971 S. 6<sup>th</sup> St., Oak Creek  
*Inspection*

AT Mart, Inc.  
Dba Oak Creek Mobil  
Location: 1200 W. Rawson Ave.  
Tilak Kc, Agent  
Home: 4415 N. Sheffield Ave., Shorewood  
*Inspection*

Mega Marts, LLC  
dba Pick 'n Save # 348  
Location: 6462 S. 27<sup>th</sup> St.  
Jennifer Holmes, Agent  
Home: 2415 Nicholson Ave., South Milwaukee  
*Inspection*

Mega Marts, LLC  
dba Pick 'n Save # 387  
Location: 2320 W. Ryan Rd.  
Rhea Fogle, Agent  
Home: 11230 W. Shields Dr., Franklin  
*Fire*

Mega Marts, LLC  
dba Pick 'n Save # 862  
Location: 8770 S. Howell Ave.  
Tracy Engeriser, Agent  
Home: 3675 S. 88<sup>th</sup> St., Milwaukee  
*Fire, Inspection*

RAB Supermarkets, LLC  
dba Piggly Wiggly #342  
Location: 2201 E. Rawson Ave.  
Ralph Malicki, Agent  
Home: 3513 116<sup>th</sup> St., Franksville

Rawson Citgo LLC  
dba Phillips 66  
Location: 150 W. Rawson Ave.  
Adail Hamdan, Agent  
Home: 4481 W. Victory Creek Dr., Franklin  
*Inspection*

Chohan Brothers II, Inc.  
dba Ryan Road Mobil  
Location: 9444 S. Chicago Rd.  
Sumit Chohan, Agent  
Home: 7250 S. Ball Park Dr., Franklin  
*Fire, Inspection*

Sal's Beer & Wine, LLC  
Dba Sal's Beer & Wine  
Location: 7872 S. Howell Ave.  
Salvatore Colla, Agent  
Home: 3833 W. Leah Ave., Franklin

Target Corporation  
dba Target Store T-1925  
Location: 8989 S. Howell Ave.  
Louisa Wertzler, Agent  
Home: 4876 S. 21<sup>st</sup> St., Milwaukee

Spring South, LLC  
dba BP W Discount Liquor  
Location: 9510 S. 27<sup>th</sup> St.  
Michael Dach, Agent  
Home: 109 N 3<sup>rd</sup>, Waterford

Walgreen Co.  
dba Walgreens #04887  
Location: 9449 S. Howell Ave.  
Cynthia Smith, Agent  
Home: 10958 W. Cortez Rd., Franklin  
*Inspection*

Woodman's Food Market, Inc.,  
dba Woodman's Food Market  
8131 S. Howell Ave.  
David Keesey, Agent  
Home: 5301 26<sup>th</sup> St., Kenosha

## **CLASS B BEER**

Kennedy Enterprises LLC  
Dba Board & Brush Oak Creek  
Location: 8880 S. Howell Ave., #860  
Gin Kennedy, Agent  
Home: 13755 W. Foxwood Dr., New Berlin  
*Inspection*

Oak Pro III, LLC  
dba Candlewood Suites  
Location: 6440 S. 13<sup>th</sup> St.  
Lindsey Aponte-Mora, Agent  
Home: 9138 S. 29<sup>th</sup> St., Franklin  
*Fire*

Gastrau's Golf Center, Inc.  
Dba Gastrau's Golf Center  
Location: 1300 E. Rawson Ave.  
Steven Gastrau, Agent  
Home: 7338 Maple Ter., Wauwatosa  
*Inspection*

Georgie Porgie's Ltd.  
dba Georgie Porgie's  
Location: 9555 S. Howell Ave.  
Carly Trossen, Agent  
Home: 3143 Conrad Dr., Racine  
*Inspection*

## **CLASS B BEER / CLASS C WINE**

Hillside Coffee LLC  
dba Hillside Coffee House  
Location: 237 E. Ryan Rd.  
Robert Patterson, Agent  
Home: 9060 S. Chicago Rd., Oak Creek

Milwaukee Area Technical College  
Dba MATC Oak Creek Campus  
Location: 6665 S. Howell Ave.  
Richard Busalacchi, Agent  
Home: 7772 W. Tuckaway Shores Dr., Franklin

MOD Super Fast Pizza (Wisconsin), LLC  
Dba MOD Pizza  
Location: 160 W. Town Square Way, #100  
Benjamin Henneberry, Agent  
Home: N17 W5328 Garfield St., Cedarburg

Panda Gourmet, LLC  
Dba Panda Gourmet  
Location: 8880 S. Howell Ave., #900  
Xiao X. Liang, Agent  
Home: 1385 E. Prairie View Dr., Oak Creek  
*Inspection*

The Waters Senior Living Management LLC  
dba The Waters of Oak Creek  
Location: 8000 S. Market St.  
Jacob Krings, Agent  
Home: 222 2<sup>nd</sup> St., Pewaukee

## **CLASS B COMBINATION**

Wisconsin Apple LLC  
dba Applebee's Neighborhood Grill & Bar  
Location: 7135 S. 13<sup>th</sup> St.  
Khaled Zeidan, Agent  
Home: 6616 82<sup>nd</sup> St., Kenosha  
*Inspection*

BelAir Cantina Oak Creek Inc.  
Dba BelAir Cantina  
Location: 410 W. Town Square Way  
Kristyn Eitel, Agent  
Home: 7441 Lincoln Pl., Wauwatosa

KMDG LLC  
dba Branded Steer  
Location: 1299 W. College Ave.  
Dennis Giannopoulos, Agent  
Home: 1243 Kerechun Rd., Hubertus  
*Inspection*

Blazin Wings, Inc.  
Dba Buffalo Wild Wings  
Location: 8171 S. Howell Ave.  
Ralph Hornaday, Agent  
Home: 1322 Milwaukee Ave, S. Milwaukee

Cellar on Oakwood LLC  
dba the Cellar  
Location: 812 W. Oakwood Rd.  
Shirley Nelson, Agent  
Home: 811 E. Elm Rd.

The Char-Grill Inc.  
dba The Charcoal Grill & Rotisserie  
Location: 111 W. Ryan Rd.  
Jeffrey Marsh, Agent  
Home: 14102 Marina Dr., Sturtevant

Classic Oak Creek Bowling LLC  
Dba Classic Lanes Oak Creek  
Location: 7501 S. Howell Ave.  
Ed Vahradian, Jr., Agent  
Home: 6825 S. Harvard Dr., Franklin  
*Inspection*

Comfort South, Inc.  
dba Comfort Suites  
Location: 6362 S. 13<sup>th</sup> St.  
Clint Wills, Agent  
Home: S79 W17524 Scenic Dr., Muskego

CUB DTS, LLC  
dba Cubanita's  
Location: 7973 S. Main St.  
Marc Bianchini, Agent  
Home: 7702 N. Port Washington Rd., Fox Point

John P. Sagan, Joyce M. Mueller  
dba Cozy Inn  
Location: 9509 S. Chicago Rd.  
Home: 2410 E. Elm Rd., Oak Creek  
Home: 1490 51<sup>st</sup> St., Caledonia  
*Inspection*

Pedone Restaurant & Catering  
dba Trattori di Carlo  
Location: 8469 S. Howell Ave.  
Alison Pedone, Agent  
Home: 109 Accipiter Ct., Burlington

EAK Inc.  
dba Erv's Mug  
Location: 130 W. Ryan Rd.  
Danielle Baerwald, Agent  
Home: 4505 Matthew Dr., Racine

Lotus Restaurant, LLC  
dba Lotus Restaurant  
Location: 9011 S. Howell Ave.  
Wan Luo, Agent  
Home: 8219 S. Four Oaks Ct., Franklin

Zeqiri Corporation  
dba Market Place Café  
Location: 3570 E. Puetz Rd.  
Lirim Zeqiri, Agent  
Home: 3270 E. Normandy Dr., Oak Creek

Melrose Eatery, Inc.  
dba Melrose Eatery  
Location: 6840 S. 27<sup>th</sup> St.  
Sam Diamantopoulos, Agent  
Home: 7171 S. 35<sup>th</sup> St., Franklin

Oak Creek Community Center, Inc.  
Dba: Oak Creek Community Center  
Location: 8580 S. Howell Ave.  
Ryan Gajevic, Agent  
Home: 9151 S. Aspen Dr., Oak Creek

Oak Creek Diner – Jacob LLC  
Dba Oak Creek Diner  
Location: 6874 S. 13<sup>th</sup> St.  
Teresa Jacob, Agent  
Home: 1325 Minnesota Ave., South Milwaukee

St. Ledger Enterprises, Inc.  
dba Oak Hills Golf  
Location: 10360 S. Howell Ave.  
James St. Ledger, Jr., Agent  
Home: 1806 Forest Hill Ave., S. Milwaukee

Oelschlaeger-Dallmann Post No. 434 of the  
American Legion Dept of Wisconsin  
dba American Legion Post 434  
Location: 9327 S. Shepard Ave.  
Robert LaBrosse, Agent  
Home: 8570 S. 13<sup>th</sup> St., Oak Creek

Pineapple Café LLC  
dba Pineapple Café  
Location: 7864 S. Howell Ave.  
Sandra Madrigal, Agent  
Home: 4733 S. 43<sup>rd</sup> St., Greenfield  
*Inspection*

Sidetracked, LLC  
dba Sidetracked  
Location: 823 W. Oakwood Rd.  
Shawn Utphall, Agent  
Home: 13332 4 Mile Rd., Franksville  
*Treasurer, Inspection*



Marcus Cinemas of Wisconsin LLC  
dba South Shore Cinemas  
Location: 7261 S. 13<sup>th</sup> St.  
Ryan Helland, Agent  
Home: 10205 W. Cold Spring Rd., Greenfield  
*Inspection*

Southbound Saloon & Eatery, LLC  
Dba Southbound Saloon & Eatery  
Location: 9504 S. Chicago Rd.  
Aleshia Sieren, Agent  
Home: 9510 S. Chicago Rd., Oak Creek  
*Inspection*

Valentine Café, LLC  
dba Valentine Café  
Location: 7981 S. 6<sup>th</sup> St.  
Robbin Kashevarof, Agent  
Home: 244 Four Winds Ct., Hartland

#### **RESERVE CLASS B COMBINATION**

Cozumel LLC  
Dba Cozumel  
Location 8201 S. Howell Ave., #700  
Leonardo Pacheco, Agent  
Home: 1820 W. Meyer Ln., Oak Creek

Oak Pro II LLC  
dba Fairfield Inn & Suites  
Location: 6460 S. 13<sup>th</sup> St.  
Clint Wills, Agent  
Home: S79 W17524 Scenic Dr., Muskego

Maria Cobian (ind)  
Dba Victor's Again  
Location: 9117 S. 5<sup>th</sup> Ave.  
Home: 3927 E. Dexter Ave., Oak Creek  
*Inspection*

Brickler's Restaurant LLC  
dba Viviere's Italian Restaurant  
Location: 1000 E. Rawson Ave.  
Marla Brickler, Agent  
Home: 939 E. Rawson Ave., Oak Creek  
*Inspection*

WSB Oak Creek Restaurant LLC  
dba Water Street Brewery  
Location: 140 W. Town Square Way  
Matthew Schmidt, Agent  
Home: 2977 N. Summit, Milwaukee

Woodland Golf Inc.  
dba Woodland Golf Course  
Location: 3025 E. Elm Rd.  
Nicholas P. Joncas, Agent  
Home: 3027 E. Elm Rd., Oak Creek

Rollin Smoke LLC  
dba Smoke Creek  
Location: 10166 S. 27<sup>th</sup> St.  
Jennifer Neumann, Agent  
Home: 1632 Kuiper Ln., Mt. Pleasant

A1 Investments LLC  
dba Sports Café  
Location: 928 E. Rawson Ave.  
Alketi Ago, Agent  
Home: 8024 S. Wildwood Dr., Oak Creek



## COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 6/1/2021 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$3,410.00 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:
  - \* Edward G. Meiter (Sidetracked)
  - \* Martha R. Suttner (Aldi)
  - \* Michaela J. Snead (Pick 'n Save)
  - \* Nancy K. Ruhland (Sidetracked / Jim Dandy's)
  - \* Lisa D. Higgins (Aldi)
  - \* Jasmine M. Rodriguez (Kwik Trip)
  - \* Emily C. Jonson (Aldi)
  
2. Grant a 2021-22 Amusement Operator and Amusement Devices License(s) to:
  - \* Reginald Zeniecki, Reggie's Amusements LLC, 4918 S. Packard Ave., Cudahy
  
3. Grant a Change of Agent to Mega Marts, LLC dba Pick 'n Save #387, 2320 W. Ryan Rd., from Joseph Reuter to Rhea Fogle, 11730 W. Shields Dr., Franklin.

**Options/Alternatives:** None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Christa J. Miller CMS/WCMC  
Deputy City Clerk

Fiscal Review:

Maxwell Gaggin, MPA  
Assistant City Administrator / Comptroller

Attachments: none

## COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the May 26, 2021 Vendor Summary Report in the total of \$335,903.42.

**Fiscal Impact:** Total claims paid of \$335,903.42.

**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

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

1. \$23,662.00 to AC Property Investment LLC (pg #2) for BD Bond Refund.
2. \$5,209.00 to American Litho (pg #2) for Summer 2021 Acorn printing.
3. \$5,160.00 to ANOVA (pg #3) for Drexel Town Square trash cans.
4. \$20,000.00 to Briohn Building Corp. (pg #4) for BD Bond Refunds.
5. \$106,919.32 to GFL Environmental (pg #6) for May trash and recycling.
6. \$16,120.00 to Godfrey & Kahn S.C. (pgs #6-7) for legal services regarding F Street, Stand Rock, and redevelopment of lakefront site.
7. \$10,226.99 to Hein Electric Supply Co. (pg #7) for supplies for building & grounds maintenance and street lighting, Project #17024.
8. \$20,000.00 to HHR Trust Account (pg #1) for settlement claim.
9. \$5,053.00 to Johnson's Nursery, Inc. (pg #7) for trees.
10. \$5,382.00 to Ray O'Herron Co., Inc. (pg #10) for PD training ammunition.
11. \$6,803.01 to Securian Financial Group, Inc. (pgs #11-12) for June employee life insurance.
12. \$16,833.33 to Tyler Technologies, Inc. (pg #13) for consulting services.
13. \$22,021.81 to WE Energies (pgs #1 & 13-14) for street lighting, electricity & natural gas.

**Options/Alternatives:** None

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Kristina Strmsek  
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator/Comptroller

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Attachments: 5/26/2021 Invoice GL Distribution Report